

1. Conference Agenda

Documents:

[CA 8.12.25.PDF](#)

2. Public Meeting Agenda

Documents:

[P.M. 8.12.25.PDF](#)

3. Bill List

Documents:

[8.12.2025 BILL LIST.PDF](#)

[8.12.2025 SUPPLEMENTAL \(8.05.25\) BILL LIST PDF.PDF](#)

4. Resolution(S)

4.I. 152-25

Documents:

[152-25 RESOLUTION AUTHORIZING THE PLANNING BOARD TO
UNDERTAKE A PRELIMINARY INVESTIGATION RE BLOCK 88 LOT 1.PDF](#)

4.II. 171-25

Documents:

[171-25 RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL
SERVICES AGREEMENT WITH SAVO SCHALK AS ZONING BOARD
ATTORNEY - 2025.PDF](#)
[171-25 AGREEMENT-SAVO SCHALK AS ZONING BOARD ATTORNEY -
2025.PDF](#)

4.III. 172-25

Documents:

[172-25 RESOLUTION AUTHORIZING - PROF SRVS AGMT WITH DIANA
MCGOVERN ESQ..PDF](#)
[172-25 AGREEMENT - PLANNING BOARD LEGAL SERVICES.PDF](#)

4.IV. 181-25

Documents:

[181-25 A RESOLUTION AUTH. AWARD OF CONTRACT - PROVISION AND
SUPPORT - PRIME POINT TO SHI-NJ COOP PURCHASING.PDF](#)
[181-25 ATTACHMENT.PDF](#)

4.V. 182-25

Documents:

[182-25 AUTH. ISSUANCE OF A DUPLICATE TAX SALE CERTIFICATE.PDF](#)

4.VI. 183-25

Documents:

[183-25 RESOLUTION EMERGENCY STORM SEWERS REPAIR - MINISH PARK.PDF](#)

[183-25 PROPOSAL - MINISH PARK.PDF](#)

[183-25 SHAUGER INVOICE-MINISH PARK.PDF](#)

4.VII. 184-25

Documents:

[184-25 RESOLUTION APPROVING A PROPOSAL FROM MATRIX NEW WORLD FOR ENVIRONMENTAL SERVICES AT ROCK SPRING GOLF CLUB.PDF](#)

[184-25 EXHIBIT A_ROCK SPRING COUNTRY CLUB SI PROPOSAL_FINAL.PDF](#)

4.VIII. 185-25

Documents:

[185-25 RESOLUTION AUTHORIZING THE RENTAL OF SPECIALIZED EQUIPMENT TO BE USED FOR LEAF AND SNOW COLLECTION SEASONS 2025-2026.PDF](#)

[185-25 EXHIBIT A.PDF](#)

4.IX. 186-25

Documents:

[186-25 RESOLUTION APPOINTING MUNICIPAL HOUSING LIAISON.PDF](#)

4.X. 187-25

Documents:

[187-25 RESOLUTION TO AWARD AND REJECT SNOW SERVICES.PDF](#)

[187-25 COPY OF BID TAB 08.05.2025 SNOW PLOWING.PDF](#)

4.XI. 188-25

Documents:

[188-25 RESOLUTION AWARDING A CONTRACT FOR THE PERFORMANCE OF PRELIMINARY ENGINEERING SERVICES TO GREENMAN PEDERSEN INC.PDF](#)

[188-25 EXHIBIT A_GPI_WO AGREEMENT CONTRACT.PDF](#)

[188-25 EXHIBIT B_EXECUTED AGREEMENT-TAP_NJDOT_WO.PDF](#)

[188-25 RESOLUTION 180-25 APPROVAL OF ITEMS AND APPROPRIATION.PDF](#)

4.XII. 189-25

Documents:

[189-25 RESOLUTION APPROVING ZONING BOARD OF ADJUSTMENT AND PLANNING BOARD ATTORNEY PROFESSIONAL SERVICES CONTRACT.PDF](#)

4.XIII. 190-25

Documents:

[190-25 RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH MATRIX NEW WORLD ENGINEERING FOR ENVIROMENTAL CONSULTING.PDF](#)
[190-25 AGREEMENT WITH MATRIX NEW WORLD ENGINEERING FOR ENGINEERING CONSULTING SERVICES- 2025.PDF](#)
[190-25 EXHIBIT A TO RESOLUTION AUTHORIZING CONTRACT WITH MATRIX NEW WORLD.PDF](#)
[190-25 EXHIBIT B TO RESOLUTION AUTHORIZING CONTRACT WITH MATRIX.PDF](#)

4.XIV. 191-25

Documents:

[191-25 RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH CME FOR ENGINEERING SERVICES - 2025.PDF](#)
[191-25 AGREEMENT WITH CME FOR MUNICIPAL ENGINEERING SERVICES- 2025.PDF](#)
[191-25 EXHIBIT A TO RESOLUTION AUTHORIZING CONTRACT WITH CME.PDF](#)
[191-25 EXHIBIT B TO RESOLUTION AUTHORIZING CONTRACT WITH CME.PDF](#)

5. Ordinance(S) On Second And Final Reading

5.I. 2932-25

Documents:

[2932-25 ORDINANCE LONGVIEW LINDSLEY PARKING CHANGES.PDF](#)

5.II. 2933-25

Documents:

[2933-25 AMEND CH. 7, SUBSCT. 7-7.3-PARKING UPDATE FOR FRANKLIN BW MAIN AND CHERRY.PDF](#)

5.III. 2934-25

Documents:

[2934-25 ORDINANCE_HC SPACES 250-252 WATCHUNG AVENUE.PDF](#)

6. Ordinance(S) On First Reading

6.I. 2936-25

Documents:

[2936-25 RENT CONTROL ORDINANCE AMENDMENT-7.29.25.DOC.PDF](#)

6.II. 2937-25

Documents:

[2937-25 CAP ORDINANCE.PDF](#)

7. ABC Hearing

7.I. 780-25

Documents:

[780-25 RESOLUTION TO AUTHORIZE THE EXTENSION OF POCKET LIQUOR LICENSE SHAKU AND KAAMIL INC. 8.12.25.PDF](#)

7.II. 781-25

Documents:

[781-25 RESOLUTION TO AUTHORIZE THE EXTENSION OF POCKET LIQUOR LICENSE ARA KITCHEN GROUP, LLC 8.12.25.PDF](#)

7.III. 782-25

Documents:

[782-25 RESOLUTION TO AUTHORIZE THE EXTENSION OF POCKET LIQUOR LICENSE RAGHAV VARMA 8.12.25.PDF](#)

REVISED

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, August 12, 2025
Meeting No. 16

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 January 7, 2025, and published in the West Orange Chronicle on January 16, 2025.

Roll Call – Councilwoman Casalino, Councilwoman Rudin, Councilwoman Scarpa, Council President Krakoviak, Mayor McCartney

=====

6:30 P.M.

- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

PUBLIC MEETING AGENDA
Township of West Orange
66 Main Street – 7:00 p.m.
Tuesday, August 12, 2025-Meeting No. 16

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 notice for this meeting was emailed to the Star Ledger and the West Orange Chronicle on **January 7, 2025, and published in the West Orange Chronicle on **January 16, 2025**.**

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 Rudin, Councilwoman Scarpa, Council President Krakoviak, Mayor McCartney

- 1. Public Comment**
- 2. *Consent Agenda**
- 3. *Approval of Minutes of Previous Meeting – July 22, 2025 Public Meeting**
- 4. *Report of Township Officers – None**
- 5. *Reading of Petitions and Communications and Bids**
 - a. Fire Station #5- Maintenance and Rehabilitation
- 6. *Bill List**
- 7. *Resolutions**
 - a. ***TABLED*** **152-25** Resolution Authorizing the Planning Board to Draft a Redevelopment Plan for Block 88, Lot 1 Pursuant to N.J.S.A. 40A:12A-1 et seq. (Legal- Trenk)
 - b. **171-25** Resolution Authorizing Execution of Professional Services Agreement with Steven K. Warner of Savo, Schalk, Corsini, Warner, Gillespie, O’Grodnick & Fisher, P.A., 56 E. Main Street, Suite 301, Somerville, NJ, 08876, as Zoning Board Attorney at the Rate Specified in the Agreement (Legal-Trenk)

- c. ***TABLED* 172-25** Resolution Authorizing a Professional Services Contract with Diana McGovern, Esq., of Gaccione Pomaco, P.C., One Boland Drive, Suite 102, West Orange, NJ for the Position of Planning Board Attorney at the Rate Specified in the Agreement (Legal-Trenk)
- d. **181-25** Resolution Authorizing the Award of a Contract for the Provision and Support of Primepoint Software to Shi International Through the New Jersey Cooperative Purchasing Alliance (P. Reynolds)
- e. ***TABLED* 182-25** Resolution Authorizing the Issuance of a Duplicate Tax Sale Certificate Pursuant to N.J.S.A. 54:6-52.1 (K. Longo)
- f. **183-25** Resolution for Emergency Repair of Storm Water Sewer at Minish (Lancaster) Park (Carballo)
- g. **184-25** Resolution Approving a Proposal from Matrix New World for Environmental Services at Rock Spring Golf Club Located at 90 Rock Spring Road (Carballo)
- h. ***TABLED* 185-25** Resolution Authorizing the Rental of Specialized Equipment to be Used for the Leaf and Snow Collection Seasons 2025-2026 Through State Contract #GS-21F-0020T (P. Reynolds)
- i. **186-25** Resolution Appointing a Municipal Housing Liaison (Legal- Gengaro)
- j. **187-25** Resolution to Award and Reject Snow Services (P. Reynolds)
- k. **188-25** Resolution Awarding a Contract for the Performance of Preliminary Engineering Services to Greenman Pedersen Inc for the Washington Street Corridor Improvement Project Phase 2 (Carballo)
- l. **189-25** Resolution Amending Resolution No. 289-23 Concerning Fees for Land Use Board Attorneys Paid from Applicant Escrows (Legal-Trenk)
- m. ***TABLED* 190-25** Resolution Authorizing Execution of Professional Services Agreement with MATRIX NEW WORLD ENGINEERING for Environmental Consulting Services – 2025 (Legal-Gengaro)
- n. ***TABLED* 191-25** Resolution Authorizing Execution of Professional Services Agreement with CME for Engineering Services – 2025 (Legal- Gengaro)

8. Ordinances on Second and Final Reading

- a. **2932-25** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-7.3, Temporary Parking Prohibition for Snow Plowing and Removal, Subsection 7-12, Parking Prohibited for Street Cleaning and Maintenance, Subsection 7-14.1c, NIGHT PARKING RESTRICTED, AND SUBSECTION 7-14.7 Alternate Side Parking, Of the Revised General Ordinances of the Township of West Orange (Carballo) **Beginning in 2024, Dynamic Traffic Engineering (DTE) of Lake Como, N.J. performed a Comprehensive Parking Study in all the residential and commercial areas located east of Gregory Avenue and east of Mountain Avenue to determine steps necessary to increase on street parking**

in the residential neighborhoods and expanded parking options in Township owned parking lots. Based on their recommendations and requests from local residents, street parking will be increased on Longview Street and Lindsley Avenue. In accordance with the DTE parking study, approximately 30 on-street parking spaces will be gained by this change.

- b. 2933-25** An Ordinance Amending And Supplementing Chapter 7, Traffic, Subsection 7-7.3 Temporary Parking Prohibition For Snow Plowing And Removal, Subsection 7-10.2 Stopping Or Standing Prohibited During Certain Hours On Certain Streets On Certain Days, Subsection 7-12 Parking Prohibited For Street Cleaning And Maintenance, Subsection 7-14.1 NIGHT PARKING RESTRICTED, And SUBSECTION 7-14.7 Alternate Side Parking Of The Revised General Ordinances Of The Township Of West Orange (Carballo) **The Ordinance, which amends the Traffic Regulations of the Township, updates the parking regulations on Franklin Avenue between Main Street and Cherry Street to allow more parking for the local residents, including those on the neighboring side streets. Accommodations were made to allow for snow plowing and weekly street cleaning and maintenance. These changes were made in response to local residents' demand for more on street parking in this neighborhood and in part suggested by the recent Comprehensive Parking Study undertaken by Dynamic Traffic Engineering for the Township.**
- c. 2934-25** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-32.2 Restricted Parking Zones of the Revised General Ordinances of the Township of West Orange (Carballo) **This amendment to the Restricted Parking Ordinance is in response to a request from a handicapped resident who resides at 250-252 Watchung Avenue and possesses the required NJ Disability ID and parking placard. Such parking stalls are permissible under the laws of New Jersey, and they are designated Restricted Parking Zones. All other Parking Ordinances under this chapter apply and supersede the use of these restricted spaces.**

9. Ordinances on First Reading

- a. 2936-25** An Ordinance Amending Chapter 15, Section 15-7 to Update the Township's Rent Control Ordinance (Legal-Gengaro)
- b. 2937-25** An Ordinance for Calendar Year 2025 to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A. 40A: 4-45.14) (Ditinyak)

10. Pending Matters/New Matters/Council Discussion

- a.** Amendment to the Tree Protection Ordinance (Rudin)

11. ABC Hearing(s)

- a. 780-25** Resolution Authorizing a One Year Extension of Plenary Retail Distribution Pocket License No. 0722-44-061-005, Shaku & Kaamil, Inc., for the 2025-2026 License Term.
- b. 781-25** Resolution Authorizing a One Year Extension of Plenary Retail Distribution Pocket License No. 0722-33-037-007, ARA Kitchen Group, LLC for the 2025-2026 License Term.

- c. **782-25** Resolution Authorizing a One Year Extension of Plenary Retail Distribution Pocket License No. 0722-33-063-005, Raghav Varma for the 2025-2026 License Term.

12. Adjournment

The Council President may at his/her discretion modify with consent the order of business at any meeting of the Council if he/she deems it necessary and appropriate.

(1972 Code § 3-8; Ord. No. 726-84; Ord. No. 1157-93; Ord. No. 2128-07 § II)

Please click the link below to join the webinar:

Public Comment – In Person Only

<https://us02web.zoom.us/j/83483128386?pwd=m4Qq0PPOJrmvcExqzciyVmLz9vZgbH.1>

Webinar ID: 834 8312 8386

Passcode: 262166

Dial in: 646 931 3860

Next Meeting Date(s): September 8, 2025

The agenda is subject to change.

Township of West Orange

Bills List

Total: 8,671,346.84

User: liliana 08/04/2025 13:23:56

Date: 07/15/2025 To 08/04/2025 Acc: 01- To 99-9999-99-9999-999 Order By :Account

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
01-1060- - -	- CURRENT YEAR TAXES CURRENT YEAR MUNICIPAL TAXES					
01-1060- - -	- CURRENT YEAR MUNICIPAL TAXES CURRENT YEAR MUNICIPAL TAXES					
188755		CORELOGIC TAX REAL ESTATE	7,631.00	TAX EXEMPT VET REFUND -Q1	07/15/2025	00/00/0000
188755		CORELOGIC TAX REAL ESTATE	7,631.00	TAX EXEMPT VET REFUND-Q2	07/15/2025	00/00/0000
188756		FOUNDATION TITLE LLC	4,399.00	TAX EXEMPT VET-38 CLARKEN	07/15/2025	00/00/0000
188761		CORELOGIC TAX REAL ESTATE	4,399.00	REFUND TAX EXEMPT VET	07/15/2025	00/00/0000
Total: CURRENT YEAR TAXES CURRENT YEAR MUNICIPAL TAXES			24,060.00			
01-1070-00-0011-	- CURRENT YEAR TAXES CURRENT YEAR MUNICIPAL TAXES					
01-1070-00-0011-	- PY REFUND - TAX APPEAL PY REFUND - TAX APPEAL					
188754		DIENER MT. PLEASANT ASSOCIATES LTD	21,078.00	2024 TAX COURT RF	07/15/2025	00/00/0000
Total: PRIOR YEAR TAXES PY REFUND - TAX APPEAL			21,078.00			
01-1169-00-0100-	- PRIOR YEAR TAXES PY REFUND - TAX APPEAL					
01-1169-00-0100-001	- MISC EXCHANGE .PAYROLL HEALTH BENEFITS MISC EXCHANGE .PAYROLL HEALTH BENEFITS					
188744	01200778	TOWNSHIP OF WEST ORANGE	208,884.18		07/15/2025	07/18/2025
188746	01200779	TOWNSHIP OF WEST ORANGE	1,844.38		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	207,285.91		07/29/2025	08/01/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	1,178.24		07/29/2025	08/01/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	3,419.50		07/29/2025	08/01/2025
Total: AR-MISCELLANEOUS EXCHANGE MISC EXCHANGE .PAYROLL HEALTH BENEFITS			422,612.21			

01-1811- - - - AR-MISCELLANEOUS EXCHANGE MISC EXCHANGE .PAYROLL HEALTH BENEFITS

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
01-1811- - -	- DDIT - FIRE	DDIT - FIRE				
188838	25101502	TOWNSHIP OF WEST ORANGE	1,000.00	CP DEPOSIT CORRECTION 7/2	07/25/2025	07/25/2025
Total: DEPARTMENT DEPOSIT IN TRANSIT (DDIT) DDIT - FIRE			1,000.00			
01-1921-08-1050-	- DEPARTMENT DEPOSIT IN TRANSIT (DDIT) DDIT - FIRE					
01-1921-08-1050-007	- Fees and Permits	CERT OF OCCUPANCY				
188782	01200783	TOWNSHIP OF WEST ORANGE	100.00	BOUNCED CHECK FOR CERT OF OCCUPANCY	06/06/2025	06/06/2025
Total: Anticipated Revenue-Sec A-Local Rev Fees and Permits			100.00			
01-1923-08-1600-	- Anticipated Revenue-Sec A-Local Rev Fees and Permits					
01-1923-08-1600-001	- Uniform Construcion Code Fees	BUILDING PERMITS				
188782	01200783	TOWNSHIP OF WEST ORANGE	1,303.00	BOUNCED CHECK FOR BUILDING PERMITS	06/06/2025	06/06/2025
01-1923-08-1600-003	- Uniform Construcion Code Fees	ELECTRICAL PERMITS				
188782	01200783	TOWNSHIP OF WEST ORANGE	300.00	BOUNCED CHECK FOR ELECTRICAL PERMITS	06/06/2025	06/06/2025
01-1923-08-1600-019	- Uniform Construcion Code Fees	FIRE SUB CODE FEES				
188782	01200783	TOWNSHIP OF WEST ORANGE	450.00	BOUNCED CHECK FOR FIRE SUB CODE FEES	06/06/2025	06/06/2025
Total: Anticipated Revenue - Sec. C - UCC Uniform Construcion Code Fees			2,053.00			
01-2010-00-1001-	- Anticipated Revenue - Sec. C - UCC Uniform Construcion Code Fees					
01-2010-00-1001-010	- MAYOR S&W Base Salary Pay					
188744	01200778	TOWNSHIP OF WEST ORANGE	2,769.65		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	2,769.65		07/29/2025	08/01/2025
01-2010-00-1001-100	- MAYOR S&W Overtime					
188746	01200779	TOWNSHIP OF WEST ORANGE	29.08		07/15/2025	07/18/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	181.08		07/29/2025	08/01/2025
Total: BUDGET MAYOR S&W			5,749.46			
01-2010-00-1002-	- BUDGET MAYOR S&W					

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
01-2010-00-1002-030		- MAYOR O/E PRINTING				
186658		POLICE & SHERIFF'S PRESS	427.20	VARIOUS INVOICES FROM JAN-JULY 2025 GENERAL ENCUMBRANCE FOR MUNICIPAL ID PROGRAM	01/01/2025	00/00/0000
Total: BUDGET MAYOR O/E			427.20			
01-2010-00-1201-		- BUDGET MAYOR O/E				
01-2010-00-1201-010		- TOWN COUNCIL S&W Base Salary Pay				
188744	01200778	TOWNSHIP OF WEST ORANGE	1,921.08		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	1,921.08		07/29/2025	08/01/2025
Total: BUDGET TOWN COUNCIL S&W			3,842.16			
01-2010-00-1203-		- BUDGET TOWN COUNCIL S&W				
01-2010-00-1203-032		- TOWN COUNCIL O/E ADVERTISING				
188812		WORRALL COMMUNITY NEWSPAPERS	24.48	INV#314887 #314886 ads ord 2925-25 and 2930-25	07/24/2025	00/00/0000
01-2010-00-1203-092		- TOWN COUNCIL O/E TAPING-COUNCIL MEETINGS				
187794		JOSEPH FAGAN	475.00	JULY 9, 2025 zoom moderator not to exceed w/out auth	04/17/2025	00/00/0000
187794		JOSEPH FAGAN	475.00	JULY 24, 2025 zoom moderator not to exceed w/out auth	04/17/2025	00/00/0000
187794		JOSEPH FAGAN	475.00	JULY 14, 2025 zoom moderator not to exceed w/out auth	04/17/2025	00/00/0000
187794		JOSEPH FAGAN	670.00	JULY 22, 2025 zoom moderator not to exceed w/out auth	04/17/2025	00/00/0000
Total: BUDGET TOWN COUNCIL O/E			2,119.48			
01-2010-00-1402-		- BUDGET TOWN COUNCIL O/E				
01-2010-00-1402-060		- TOWNSHIP LITIGATION O/E LITIGATION GENERAL				
188866		SCHENCK PRICE SMITH & KING, LL	189.00	INV#1278842 PROFESSIONAL SERVICES RE SOLID WASTE CONTRACT	07/29/2025	00/00/0000
188739		TRENK ISABEL SIDDIQI &	685.00	14630 PROFESSIONAL SERVICES MARCH-MAY 2025	07/14/2025	00/00/0000

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
188736		TRENK ISABEL SIDDIQI &	21,582.30	APRIL - JUNE 2025 PROFESSIONAL SERVICES	07/14/2025	00/00/0000
186732		ANTONELLI KANTOR P.C.	5,346.00	INV#22008 res 56-25 special counsel 2025	01/31/2025	00/00/0000
188888		GACCIONE POMACO P.C.	2,145.00	INV#4251 #4253 PROFESSIONAL SERVICES JUNE 2025	07/30/2025	00/00/0000
01-2010-00-1402-062		- TOWNSHIP LITIGATION O/E LITIGATION - LABOR MATTERS				
186723		ANTONELLI KANTOR P.C.	18,540.00	INV#22003 #22004 #22005 #22007 #22009 #22010 res 48-25 labor counsel 2025 not	01/31/2025	00/00/0000
Total: BUDGET TOWNSHIP LITIGATION O/E			48,487.30			
01-2010-00-1501-		- BUDGET TOWNSHIP LITIGATION O/E				
01-2010-00-1501-010		- TOWNSHIP CLERK S&W Base Salary Pay				
188744	01200778	TOWNSHIP OF WEST ORANGE	9,265.12		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	9,265.12		07/29/2025	08/01/2025
Total: BUDGET TOWNSHIP CLERK S&W			18,530.24			
01-2010-00-1502-		- BUDGET TOWNSHIP CLERK S&W				
01-2010-00-1502-135		- TOWNSHIP CLERK O/E ABC O/E				
188857		STATE OF NJ	198.00	2025-2026 Liquor Licenses	07/29/2025	00/00/0000
Total: BUDGET TOWNSHIP CLERK O/E			198.00			
01-2010-00-1701-		- BUDGET TOWNSHIP CLERK O/E				
01-2010-00-1701-010		- LEGAL SERVICES S&W Base Salary Pay				
188744	01200778	TOWNSHIP OF WEST ORANGE	1,734.54		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	1,734.54		07/29/2025	08/01/2025
Total: BUDGET LEGAL SERVICES S&W			3,469.08			
01-2010-00-1902-		- BUDGET LEGAL SERVICES S&W				
01-2010-00-1902-110		- PLANNING BOARD O/E MATERIALS & SUPPLIES				
188793		STAPLES BUSINESS ADVANTAGE	75.40	INV#6037951811 ITEM891406 HP128A BLACK TONER	07/23/2025	00/00/0000

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
188793		STAPLES BUSINESS ADVANTAGE	193.99	INV#6037951811 ITEM 147927 HP128A CYAN/MAGENTA/YELLOW TONER	07/23/2025	00/00/0000
188793		STAPLES BUSINESS ADVANTAGE	22.16	INV#6037951811 ITEM 497017 STENO PAD (DOZEN))	07/23/2025	00/00/0000
188793		STAPLES BUSINESS ADVANTAGE	85.26	INV#6038115723 ITEM 24646713 MODEL 1308014 YEALINK UH34 NOISE CANCELING MONO O	07/23/2025	00/00/0000
Total: BUDGET PLANNING BOARD O/E			376.81			
01-2010-00-1912- - BUDGET PLANNING BOARD O/E						
01-2010-00-1912-090 - BOARD OF ADJUSTMENT O/E SHORTHAND RECORDER						
187794		JOSEPH FAGAN	350.00	JULY 17, 2025 zoom moderator not to exceed w/out auth	04/17/2025	00/00/0000
Total: BUDGET BOARD OF ADJUSTMENT O/E			350.00			
01-2010-00-1941- - BUDGET BOARD OF ADJUSTMENT O/E						
01-2010-00-1941-010 - MUNICIPAL COURT S&W Base Salary Pay						
188744	01200778	TOWNSHIP OF WEST ORANGE	14,239.97		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	14,239.97		07/29/2025	08/01/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	1,730.00		07/29/2025	08/01/2025
01-2010-00-1941-100 - MUNICIPAL COURT S&W Overtime						
188746	01200779	TOWNSHIP OF WEST ORANGE	535.49		07/15/2025	07/18/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	899.98		07/29/2025	08/01/2025
Total: BUDGET MUNICIPAL COURT S&W			31,645.41			
01-2010-00-1942- - BUDGET MUNICIPAL COURT S&W						
01-2010-00-1942-090 - MUNICIPAL COURT O/E PROFESSIONAL SERVICES						
186730		FERNANDO MARIN, ESQ.	1,400.00	JUNE 2025 51-25 public defender 2025	01/31/2025	00/00/0000
Total: BUDGET MUNICIPAL COURT O/E			1,400.00			
01-2010-00-2001- - BUDGET MUNICIPAL COURT O/E						

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
01-2010-00-2001-010		- BUSINESS ADM I S&W Base Salary Pay				
188744	01200778	TOWNSHIP OF WEST ORANGE	13,262.81		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	13,262.81		07/29/2025	08/01/2025
Total: BUDGET BUSINESS ADM I S&W			26,525.62			
01-2010-00-2002-		- BUDGET BUSINESS ADM I S&W				
01-2010-00-2002-070		- BUSINESS ADM I O/E COMUNICATIONS OFFICER				
188808		JOSEPH FAGAN	2,900.00	INV JULY PIO 2025	07/23/2025	00/00/0000
188901		JOSEPH FAGAN	2,900.00	AUGUST 2025 SERVICES	08/01/2025	00/00/0000
01-2010-00-2002-082		- BUSINESS ADM I O/E TOWNSHIP EMPLOYEE EDUCATION				
188810		ZAYIBETH CARBALLO	165.00	reimburse june courses njsme	07/24/2025	00/00/0000
188335		RUTGERS STATE UNIVERSITY	245.00	INV#88724 course PZ-3308-SP25-1 Geniece Gary Adams not to exceed	06/04/2025	00/00/0000
01-2010-00-2002-091		- BUSINESS ADM I O/E GRANT CONSULTANTS				
188865		MILLENNIUM STRATEGIES, LLC	412.50	INV#19342 grant admin	07/29/2025	00/00/0000
185271		MILLENNIUM STRATEGIES, LLC	3,900.00	INV#19486 RES 248-24 GRANT WRITER SERVICES 08.01.24-07.31.25	08/23/2024	00/00/0000
Total: BUDGET BUSINESS ADM I O/E			10,522.50			
01-2010-00-2201-		- BUDGET BUSINESS ADM I O/E				
01-2010-00-2201-010		- PURCHASING S&W Base Salary Pay				
188744	01200778	TOWNSHIP OF WEST ORANGE	5,233.58		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	5,233.58		07/29/2025	08/01/2025
Total: BUDGET PURCHASING S&W			10,467.16			
01-2010-00-2301-		- BUDGET PURCHASING S&W				
01-2010-00-2301-010		- INFORMATION TECHNOLOGY S&W Base Salary Pay				
188744	01200778	TOWNSHIP OF WEST ORANGE	11,463.66		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	11,463.66		07/29/2025	08/01/2025

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
01-2010-00-2301-090		- INFORMATION TECHNOLOGY S&W Longevity				
188744	01200778	TOWNSHIP OF WEST ORANGE	623.01		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	623.01		07/29/2025	08/01/2025
Total: BUDGET INFORMATION TECHNOLOGY S&W			24,173.34			
01-2010-00-2303-		- BUDGET INFORMATION TECHNOLOGY S&W				
01-2010-00-2303-133		- TELEPHONE COMMUNICATIONS O/E INTERNET SERVICE				
188503		VERIZON	626.89	JULY 2025 TELEPHONE SERVICES	06/18/2025	00/00/0000
01-2010-00-2303-140		- TELEPHONE COMMUNICATIONS O/E TELEPHONE SERVICE				
186656		RING CENTRAL, INC.	3,108.21	INV#CD_001168942 2025 PHONE SERVICES ACCOUNT 3246663020	01/23/2025	00/00/0000
186630		VERIZON	244.88	JULY 2025 ANNUAL SERVICES MONTHLYTOWN WIDE SERVICE	01/01/2025	00/00/0000
186631		VERIZON	1,243.10	INV#Z1542362 2025 ANNUAL SERVICES MONTHLY BILLING	01/01/2025	00/00/0000
01-2010-00-2303-141		- TELEPHONE COMMUNICATIONS O/E DEPARTMENTAL WIRELESS				
188580		SHI INTERNATIONAL	1,080.00	INV#B19974099 quote 26351431 ibm MaaS360 essentials suite	06/30/2025	00/00/0000
Total: BUDGET TELEPHONE COMMUNICATIONS O/E			6,303.08			
01-2010-00-2304-		- BUDGET TELEPHONE COMMUNICATIONS O/E				
01-2010-00-2304-110		- CENTRAL MAILING O/E POSTAGE METER USAGE				
188807		MGL PRINTING SOLUTIONS	9,211.50	INV#216508 postage for mailing taxes out	07/23/2025	00/00/0000
188035		POSTAGE BY PHONE	15,000.00	23299522 postage 2025	05/08/2025	00/00/0000
188872		LEW ENVIRONMENTAL SERVICES, LL	748.80	INV#142717 mailers to landlords 468	07/30/2025	00/00/0000
Total: BUDGET CENTRAL MAILING O/E			24,960.30			
01-2010-00-2305-		- BUDGET CENTRAL MAILING O/E				
01-2010-00-2305-010		- CENTRAL INFORMATION TECHNOLOGY O/E IT SERVICES				

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
188809		DELL MARKETING L.P.	3,065.72	INV#10826915145 Dell EMC SCv3020 Upgrades and Extensions	07/24/2025	00/00/0000
186441		PANAYIOTA REYNOLDS	79.00	INV#315337085 AUG 2025 zoom service 2025	01/02/2025	00/00/0000
Total: APPROPRIATION RESERVES CENTRAL INFORMATION TECHNOLOGY O/E			3,144.72			
01-2010-00-2306- - APPROPRIATION RESERVES CENTRAL INFORMATION TECHNOLOGY O/E						
01-2010-00-2306-010 - CENTRAL IT ONLINE SERVICES O/E ONLINE IT SERVICES						
186626		COMCAST	951.38	JULY 2025 ANNUAL INTERNET SVCS.MONTHLY BILLING VARIOUS ACCTS.	01/01/2025	00/00/0000
Total: APPROPRIATION RESERVES CENTRAL IT ONLINE SERVICES O/E			951.38			
01-2010-00-2307- - APPROPRIATION RESERVES CENTRAL IT ONLINE SERVICES O/E						
01-2010-00-2307-010 - CENTRAL IT PD SERVICES O/E POLICE DEPARTMENT IT SERVICES						
187913		PHILIP M CASCANO ASSOCIATES I	8,179.20	INV-000153 1-YEAR RENEWAL NETCLOUD MOBILE ESSENTIALS PLAN RENEWAL THROUGH 6/4/	04/29/2025	00/00/0000
188061		PASCACK DATA SERVICES, INC	5,850.00	INV#1758 RES 137-25 IT SERVICES JULY 1, 2025 - JUNE 30, 2027 WOPD	05/09/2025	00/00/0000
Total: APPROPRIATION RESERVES CENTRAL IT PD SERVICES O/E			14,029.20			
01-2010-00-2308- - APPROPRIATION RESERVES CENTRAL IT PD SERVICES O/E						
01-2010-00-2308-010 - CENTRAL IT FD SERVICES O/E FIRE DEPARTMENT IT SERVICES						
188061		PASCACK DATA SERVICES, INC	2,250.00	INV#1758 RES 137-25 IT SERVICES JULY 1, 2025 - JUNE 30, 2027 FIRE	05/09/2025	00/00/0000
Total: APPROPRIATION RESERVES CENTRAL IT FD SERVICES O/E			2,250.00			
01-2010-00-2532- - APPROPRIATION RESERVES CENTRAL IT FD SERVICES O/E						
01-2010-00-2532-010 - CENTRAL INSURANCE - HEALTH RETIREE HB CLAIMS						
188785	01200785	MERITAIN HEALTH	35,356.42	07-15-2025 CLAIMS - RETIREE	07/21/2025	07/21/2025
188840	01200792	MERITAIN HEALTH	62,239.79	07-22-2025 CLAIMS - RETIREE	07/28/2025	07/28/2025

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
188919	01200805	MERITAIN HEALTH	115,265.55	07-29-25 CLAIMS - RETIREE	08/04/2025	08/04/2025
01-2010-00-2532-016 - CENTRAL INSURANCE - HEALTH MEDICARE ADVANTAGE						
188811	01200787	METROPOLITAN HEALTH INSURANCE	217,970.00	AETNA MEDICARE ADVANTAGE 07-01-2025	07/24/2025	07/24/2025
01-2010-00-2532-030 - CENTRAL INSURANCE - HEALTH EMPLOYEE HB CLAIMS						
188785	01200785	MERITAIN HEALTH	39,948.70	07-15-2025 CLAIMS- ACTIVE	07/21/2025	07/21/2025
188840	01200792	MERITAIN HEALTH	78,569.28	07-22-2025 CLAIMS - ACTIVE	07/28/2025	07/28/2025
188919	01200805	MERITAIN HEALTH	158,738.95	07-29-25 CLAIMS - ACTIVE	08/04/2025	08/04/2025
01-2010-00-2532-037 - CENTRAL INSURANCE - HEALTH EMPLOYEE HB WAIVER REIMBURSEMENT						
188744	01200778	TOWNSHIP OF WEST ORANGE	61,542.75		07/15/2025	07/18/2025
188744	01200778	TOWNSHIP OF WEST ORANGE	34,371.82		07/15/2025	07/18/2025
01-2010-00-2532-070 - CENTRAL INSURANCE - HEALTH LIB EMPLOYEE HB CLAIMS						
188785	01200785	MERITAIN HEALTH	2,887.56	07-15-2025 CLAIMS - LIBRARY	07/21/2025	07/21/2025
188840	01200792	MERITAIN HEALTH	7,506.74	07-22-2025 CLAIMS - LIBRARY	07/28/2025	07/28/2025
188919	01200805	MERITAIN HEALTH	1,003.90	07-29-25 CLAIMS - LIBRARY	08/04/2025	08/04/2025
01-2010-00-2532-080 - CENTRAL INSURANCE - HEALTH LIB EE CONTRIBUTION						
188746	01200779	TOWNSHIP OF WEST ORANGE	444.00		07/15/2025	07/18/2025
188746	01200779	TOWNSHIP OF WEST ORANGE	66.57		07/15/2025	07/18/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	82.20		07/29/2025	08/01/2025
Total: BUDGET CENTRAL INSURANCE - HEALTH			815,994.23			
01-2010-00-2535- - BUDGET CENTRAL INSURANCE - HEALTH						
01-2010-00-2535-080 - CENTRAL INS - WORK-COMP WORKERS COMPENSATION						
188784	01200784	TOWNSHIP OF WEST ORANGE	4,128.95	INTERFUND TRANSFER TO COVER 07-08-25 CLAIM	07/18/2025	07/18/2025
188789	01200786	TOWNSHIP OF WEST ORANGE	27,171.23	INTERFUND TRANSFER TO COVER 07-21-25 CLAIM	07/22/2025	07/22/2025
Total: BUDGET CENTRAL INS - WORK-COMP			31,300.18			
01-2010-00-2801- - BUDGET CENTRAL INS - WORK-COMP						
01-2010-00-2801-010 - COLLECTORS OF S&W Base Salary Pay						

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
188744	01200778	TOWNSHIP OF WEST ORANGE	10,746.57		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	10,746.57		07/29/2025	08/01/2025
Total: BUDGET COLLECTORS OF S&W			21,493.14			

01-2010-00-2802- - BUDGET COLLECTORS OF S&W

01-2010-00-2802-030 - COLLECTORS OF O/E PRINTING TAX & SEWER BILLS

188118		MGL PRINTING SOLUTIONS	1,504.00	INV#216507 ESTIMATED TAX BILLS	05/15/2025	00/00/0000
188118		MGL PRINTING SOLUTIONS	197.00	INV#216507 FREIGHT	05/15/2025	00/00/0000
188118		MGL PRINTING SOLUTIONS	1,120.00	INV#216507 ENVELOPES W/MGL PERMIT	05/15/2025	00/00/0000
188118		MGL PRINTING SOLUTIONS	1,995.00	INV#216507 MAIL SERVICE FOR EST BILLS	05/15/2025	00/00/0000
188797		D & M INSTANT PRINTING	595.00	INV#3058 printing envelopes - stock supplied 12500	07/16/2025	00/00/0000

01-2010-00-2802-070 - COLLECTORS OF O/E MISCELLANEOUS

188763		STAPLES BUSINESS ADVANTAGE	675.75	INV#6037137664 25 boxes envelopes	07/15/2025	00/00/0000
188759		JAGUAR SOFTWARE DEVELOPMENT	3,540.00	INV#15070 ANNUAL MTC 8/25-7/26	07/15/2025	00/00/0000
188804		MUNIDEX, INC.	9,729.00	INV#992953-56 ach transactions 01.01.25-06.30.25	07/23/2025	00/00/0000
187538		BATTAGLIA ASSOCIATES, LLC	2,860.00	INV#WO-2025-06 PROF SERV 2025 NOT TO EXCEED	03/27/2025	00/00/0000

Total: BUDGET COLLECTORS OF O/E 22,215.75

01-2010-00-2951- - BUDGET COLLECTORS OF O/E

01-2010-00-2951-010 - COMPTROLLER S&W Base Salary Pay

188744	01200778	TOWNSHIP OF WEST ORANGE	18,719.57		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	18,719.57		07/29/2025	08/01/2025

01-2010-00-2951-100 - COMPTROLLER S&W Overtime

188746	01200779	TOWNSHIP OF WEST ORANGE	182.83		07/15/2025	07/18/2025
--------	----------	-------------------------	--------	--	------------	------------

Total: BUDGET COMPTROLLER S&W 37,621.97

01-2010-00-2952- - BUDGET COMPTROLLER S&W

01-2010-00-2952-070 - COMPTROLLER O/E MISCELLANEOUS

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
188750		STAPLES BUSINESS ADVANTAGE	36.24	INV#6037064559 2x3 dry erase board and markers not to exceed	07/15/2025	00/00/0000
187538		BATTAGLIA ASSOCIATES, LLC	665.00	INV#WO-2025-06 PROF SERV 2025 NOT TO EXCEED	03/27/2025	00/00/0000
01-2010-00-2952-081		- COMPTROLLER O/E PAYROLL SERVICES				
186657		ADP, LLC	1,653.80	INV#695069771 2025 PAYROLL COMP PACKAGE	01/01/2025	00/00/0000
01-2010-00-2952-110		- COMPTROLLER O/E SUPPLIES, SUBSCRIPTIONS				
187124		REDISHRED ACQUISITION INC	62.62	INV#1745270 2025 SHRED IT BOX DOC DESTRUCTION MONTHLY PICKUP	01/01/2025	00/00/0000
Total: BUDGET COMPTROLLER O/E			2,417.66			
01-2010-00-3001-		- BUDGET COMPTROLLER O/E				
01-2010-00-3001-030		- PLANNING & DEV S&W Hourly Pay				
188746	01200779	TOWNSHIP OF WEST ORANGE	429.17		07/15/2025	07/18/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	414.17		07/29/2025	08/01/2025
Total: BUDGET PLANNING & DEV S&W			843.34			
01-2010-00-3101-		- BUDGET PLANNING & DEV S&W				
01-2010-00-3101-010		- HOUSING CODE S&W Base Salary Pay				
188744	01200778	TOWNSHIP OF WEST ORANGE	20,650.25		07/15/2025	07/18/2025
188746	01200779	TOWNSHIP OF WEST ORANGE	1,077.06		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	20,650.25		07/29/2025	08/01/2025
01-2010-00-3101-100		- HOUSING CODE S&W Overtime				
188746	01200779	TOWNSHIP OF WEST ORANGE	157.24		07/15/2025	07/18/2025
188746	01200779	TOWNSHIP OF WEST ORANGE	172.72		07/15/2025	07/18/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	144.56		07/29/2025	08/01/2025
Total: BUDGET HOUSING CODE S&W			42,852.08			
01-2010-00-3102-		- BUDGET HOUSING CODE S&W				
01-2010-00-3102-130		- HOUSING CODE O/E COMPUTER & PRINTER SUPPLIES				

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
188674		AMAZON.COM	83.97	INV#1NR4-DNC9-XQVL IXINOXTO MENS MESSENGER BAG/LAPTOP SHOULDER BAG (BLUE)	07/08/2025	00/00/0000
Total: BUDGET HOUSING CODE O/E			83.97			
01-2010-00-4001- - BUDGET HOUSING CODE O/E						
01-2010-00-4001-010 - TAX ASSESSOR S&W Base Salary Pay						
188744	01200778	TOWNSHIP OF WEST ORANGE	10,980.31		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	10,980.31		07/29/2025	08/01/2025
01-2010-00-4001-090 - TAX ASSESSOR S&W Longevity						
188744	01200778	TOWNSHIP OF WEST ORANGE	342.29		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	342.29		07/29/2025	08/01/2025
Total: BUDGET TAX ASSESSOR S&W			22,645.20			
01-2010-00-4002- - BUDGET TAX ASSESSOR S&W						
01-2010-00-4002-090 - TAX ASSESSOR O/E APPRAISALS						
188482		HENDRICKS APPRAISAL CO.,LLC	4,000.00	INV#6320 29 ridgeway ave - appraisal report not to exceed	06/16/2025	00/00/0000
Total: BUDGET TAX ASSESSOR O/E			4,000.00			
01-2010-00-5001- - BUDGET TAX ASSESSOR O/E						
01-2010-00-5001-010 - POLICE S&W Base Salary Pay - Uniformed						
188744	01200778	TOWNSHIP OF WEST ORANGE	419,014.86		07/15/2025	07/18/2025
188744	01200778	TOWNSHIP OF WEST ORANGE	1,034.97		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	407,682.48		07/29/2025	08/01/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	1,034.97		07/29/2025	08/01/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	10,199.14		07/29/2025	08/01/2025
01-2010-00-5001-030 - POLICE S&W Hourly Pay - NonUniformed						
188746	01200779	TOWNSHIP OF WEST ORANGE	166.96		07/15/2025	07/18/2025
188746	01200779	TOWNSHIP OF WEST ORANGE	4,455.15		07/15/2025	07/18/2025

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
188849	01200794	TOWNSHIP OF WEST ORANGE	5,396.11		07/29/2025	08/01/2025
01-2010-00-5001-050 - POLICE S&W Holiday Pay - Uniformed Employees						
188744	01200778	TOWNSHIP OF WEST ORANGE	27,603.06		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	26,809.79		07/29/2025	08/01/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	713.94		07/29/2025	08/01/2025
01-2010-00-5001-060 - POLICE S&W Detective Allowance						
188744	01200778	TOWNSHIP OF WEST ORANGE	1,249.95		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	1,153.80		07/29/2025	08/01/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	86.53		07/29/2025	08/01/2025
01-2010-00-5001-070 - POLICE S&W Police Officer Allowance						
188744	01200778	TOWNSHIP OF WEST ORANGE	18,461.76		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	18,077.14		07/29/2025	08/01/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	346.16		07/29/2025	08/01/2025
01-2010-00-5001-080 - POLICE S&W Administration Allowance						
188744	01200778	TOWNSHIP OF WEST ORANGE	173.07		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	173.07		07/29/2025	08/01/2025
01-2010-00-5001-085 - POLICE S&W CAPTAIN/CHIEF Allowance						
188744	01200778	TOWNSHIP OF WEST ORANGE	673.05		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	576.90		07/29/2025	08/01/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	86.53		07/29/2025	08/01/2025
01-2010-00-5001-090 - POLICE S&W Longevity						
188744	01200778	TOWNSHIP OF WEST ORANGE	6,923.58		07/15/2025	07/18/2025
188744	01200778	TOWNSHIP OF WEST ORANGE	956.88		07/15/2025	07/18/2025
188744	01200778	TOWNSHIP OF WEST ORANGE	2,799.31		07/15/2025	07/18/2025
188744	01200778	TOWNSHIP OF WEST ORANGE	3,398.34		07/15/2025	07/18/2025
188744	01200778	TOWNSHIP OF WEST ORANGE	4,588.42		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	6,391.54		07/29/2025	08/01/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	956.88		07/29/2025	08/01/2025

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
188848	01200793	TOWNSHIP OF WEST ORANGE	2,799.31		07/29/2025	08/01/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	3,398.34		07/29/2025	08/01/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	4,107.46		07/29/2025	08/01/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	1,019.91		07/29/2025	08/01/2025
01-2010-00-5001-100 - POLICE S&W Overtime - Uniformed						
188746	01200779	TOWNSHIP OF WEST ORANGE	38,965.64		07/15/2025	07/18/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	31,317.11		07/29/2025	08/01/2025
01-2010-00-5001-221 - POLICE S&W College Credit Police						
188744	01200778	TOWNSHIP OF WEST ORANGE	961.50		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	961.50		07/29/2025	08/01/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	303.83		07/29/2025	08/01/2025
01-2010-00-5001-990 - POLICE S&W Non Cash Earnings						
188744	01200778	TOWNSHIP OF WEST ORANGE	19,345.52		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	19,355.61		07/29/2025	08/01/2025
Total: BUDGET POLICE S&W			1,093,720.07			
01-2010-00-5003- - BUDGET POLICE S&W						
01-2010-00-5003-030 - POLICE O/E PRINTING & DUPLICATING						
188833		STAPLES BUSINESS ADVANTAGE	90.84	INV#6037951813 HP 134A (W124A) LASERJET BLACK STANDARD TONER CARTRIDGE (134A)	07/25/2025	00/00/0000
01-2010-00-5003-041 - POLICE O/E LICENSE FEES						
188886		MOTOROLA, INC.	4,914.00	#1411177983 TO COVER THE COST OF RENEWAL FOR LICENSE PLATE READER SOFTWARE	07/30/2025	00/00/0000
01-2010-00-5003-083 - POLICE O/E TRAINING COURSES & AIDS						
188829		ESSEX COUNTY POLICE ACADEMY	2,850.00	INV#WOPD BCPO 25-2 TO COVER THE COST OF TRAINING FOR 3 RECRUITS	07/25/2025	00/00/0000
01-2010-00-5003-090 - POLICE O/E LANGUAGE INTERPRETER SERVICES						
188644		LANGUAGE LINE SERVICES, INC	516.80	INV#11641808 To cover the cost of June 2025 expenses	07/08/2025	00/00/0000
01-2010-00-5003-095 - POLICE OE COURT SECURITY						

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
187874		CUSTOM PROTECTIVE SERVICES	3,210.00	INV#501411 115-25 court security march 2025-February 2026	04/24/2025	00/00/0000
01-2010-00-5003-110		- POLICE O/E TESTS, EXAMS, SHOTS				
188762		MICHAEL KELLY	2,307.00	INV#2025 RECRUITS TO COVER THE COST OF A PHYSICAL EXAMS FOR RECRUITS KARINA M	07/15/2025	00/00/0000
01-2010-00-5003-111		- POLICE O/E OFFICE SUPPLIES				
188691		AMAZON.COM	82.99	INV#1DYY-NTYP-L3PL Dehumidifier for Bethroom Basements, Dehumidifier with 2 wo	07/08/2025	00/00/0000
01-2010-00-5003-127		- POLICE O/E BUILDING / HOUSEHOLD				
186455		WB MASON CO. INC.	62.58	INV#255419365 CM3866204 CM3866206 INV#255301671 CM3850482 water 2025	01/01/2025	00/00/0000
186455		WB MASON CO. INC.	35.76	INV#255598143 CM3889700 water 2025	01/01/2025	00/00/0000
01-2010-00-5003-150		- POLICE O/E CAR WASH				
187020		WEST ORANGE CAR WASH	292.50	INV#1123 TO COVER THE COST OF CAR WASHES FROM JANUARY 1, 2025 - DECEMBER 31, 2	12/31/2024	00/00/0000
01-2010-00-5003-204		- POLICE O/E FIELD TRAFFIC SAFETY				
187717		ATLANTIC UNIFORM CO.	250.00	INV#94023 whistle black	04/09/2025	00/00/0000
187717		ATLANTIC UNIFORM CO.	900.00	INV#94023 hats w/ patch adjustable	04/09/2025	00/00/0000
01-2010-00-5003-205		- POLICE O/E AWARDS PROGRAM				
188878	25101505	DICK'S SPORTING GOODS	545.74	FISHING SUPPLIES FOR JPA EVENT 08.01.2025	07/30/2025	07/30/2025
188878	25101505	DICK'S SPORTING GOODS	-545.74	FISHING SUPPLIES FOR JPA EVENT 08.01.2025	07/30/2025	07/30/2025
188889	25101506	EDWIN DIAZ	545.74	REIMBURSE FOR OUT OF POCKET EXP FOR SUPPLIES FISHING EVENT 07.31.25 AN	07/30/2025	07/30/2025
Total: BUDGET POLICE O/E			16,058.21			
01-2010-00-6001-		- BUDGET POLICE O/E				
01-2010-00-6001-010		- FIRE S&W Base Salary Pay - Uniformed				
188744	01200778	TOWNSHIP OF WEST ORANGE	379,858.78		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	379,858.78		07/29/2025	08/01/2025
01-2010-00-6001-030		- FIRE S&W Hourly Pay				

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
188746	01200779	TOWNSHIP OF WEST ORANGE	1,037.50		07/15/2025	07/18/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	1,163.50		07/29/2025	08/01/2025
01-2010-00-6001-050 - FIRE S&W Holiday Pay - Uniformed Employees						
188744	01200778	TOWNSHIP OF WEST ORANGE	26,249.57		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	26,249.57		07/29/2025	08/01/2025
01-2010-00-6001-060 - FIRE S&W INSPECTORS ALLOWANCE						
188744	01200778	TOWNSHIP OF WEST ORANGE	423.06		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	423.06		07/29/2025	08/01/2025
01-2010-00-6001-080 - FIRE S&W Administration Allowance						
188744	01200778	TOWNSHIP OF WEST ORANGE	480.75		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	480.75		07/29/2025	08/01/2025
01-2010-00-6001-090 - FIRE S&W Longevity						
188744	01200778	TOWNSHIP OF WEST ORANGE	5,489.74		07/15/2025	07/18/2025
188744	01200778	TOWNSHIP OF WEST ORANGE	1,296.58		07/15/2025	07/18/2025
188744	01200778	TOWNSHIP OF WEST ORANGE	5,337.29		07/15/2025	07/18/2025
188744	01200778	TOWNSHIP OF WEST ORANGE	3,039.12		07/15/2025	07/18/2025
188744	01200778	TOWNSHIP OF WEST ORANGE	1,588.85		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	5,489.74		07/29/2025	08/01/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	1,296.58		07/29/2025	08/01/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	5,337.29		07/29/2025	08/01/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	3,039.12		07/29/2025	08/01/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	1,588.85		07/29/2025	08/01/2025
01-2010-00-6001-100 - FIRE S&W Overtime - Uniformed						
188746	01200779	TOWNSHIP OF WEST ORANGE	121,790.89		07/15/2025	07/18/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	96,583.37		07/29/2025	08/01/2025
01-2010-00-6001-110 - FIRE S&W Acting Pay						
188746	01200779	TOWNSHIP OF WEST ORANGE	3,757.07		07/15/2025	07/18/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	2,676.89		07/29/2025	08/01/2025

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
Total: BUDGET FIRE S&W			1,074,536.70			
01-2010-00-6002- - BUDGET FIRE S&W						
01-2010-00-6002-071 - FIRE O/E MISCELLANEOUS						
	188858	VILLAGE SUPERMARKET OF NJ	249.16	INV#02960430759 NOT TO EXCEED	07/29/2025	00/00/0000
01-2010-00-6002-072 - FIRE O/E MISC MAINTENANCE & REPAIRS						
	186609	RFI SMALL ENGINE SERVICE	97.90	INV#21986 NOT TO EXCEED	12/31/2024	00/00/0000
01-2010-00-6002-081 - FIRE O/E UNIFORM ACCESSORIES						
	188535	MY-LOR, INC.	30.14	INV#8329 ACCOUNTABILITY TAGS	06/23/2025	00/00/0000
01-2010-00-6002-107 - FIRE O/E 1ST AID EQUIPMENT						
	188660	V.E. RALPH & SON	415.00	INV#485440 QUIKCLOT EMS ROLLED GAUZE 3"x48"	07/08/2025	00/00/0000
	188660	V.E. RALPH & SON	67.08	INV#485440 DYNAREX COLD PACK REG. 24/CASE	07/08/2025	00/00/0000
	188660	V.E. RALPH & SON	99.75	INV#485440 DIAGNOSTIX 775-LG ADULT/CUFF	07/08/2025	00/00/0000
	188660	V.E. RALPH & SON	31.00	INV#485440 CHEWABLE ASPIRIN 81MG TABLETS 36/BOTTLE	07/08/2025	00/00/0000
	188660	V.E. RALPH & SON	91.45	INV#485440 GLUTOSE 15 (3/PACK)	07/08/2025	00/00/0000
	188660	V.E. RALPH & SON	4.72	INV#485440 KENDALL SHARPS-A-GATOR-KND31142222 8 QT.	07/08/2025	00/00/0000
	188660	V.E. RALPH & SON	517.75	INV#485440 DISP CHILDBIRTH KIT (NJ MODEL)	07/08/2025	00/00/0000
	188660	V.E. RALPH & SON	68.00	INV#485440 MULTI-TRAUMA DRESSING	07/08/2025	00/00/0000
	188660	V.E. RALPH & SON	639.50	INV#485440 MIDKNIGHT NITRILE GLOVES LARGE 100/BOX	07/08/2025	00/00/0000
	188660	V.E. RALPH & SON	383.70	INV#485440 MIDKNIGHT NITRILE GLOVES X-LARGE 100/BOX	07/08/2025	00/00/0000
	188660	V.E. RALPH & SON	90.00	INV#485591 #485440 BUTTERFLY CLOSURE LARGE 100 PER BOX	07/08/2025	00/00/0000
	188660	V.E. RALPH & SON	272.00	INV#485440 C-A-T TOURNIQUET ORANGE GEN 7	07/08/2025	00/00/0000
01-2010-00-6002-109 - FIRE O/E HARDWARE - MONTHLY						
	188506	HOME DEPOT	27.44	INV#4080609 NOT TO EXCEED	06/18/2025	00/00/0000
	188506	HOME DEPOT	59.58	#9540009 NOT TO EXCEED	06/18/2025	00/00/0000

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
188506		HOME DEPOT	43.33	#7402368 NOT TO EXCEED	06/18/2025	00/00/0000
01-2010-00-6002-111		- FIRE O/E JANITORIAL SUPPLIES				
188359		HOME DEPOT	139.85	1906681 ULTRASAC 55 GAL. DRUM LINER TRASH BAGS (50 CT)	06/05/2025	00/00/0000
188359		HOME DEPOT	2.99	1906681 SHIPPING	06/05/2025	00/00/0000
188359		HOME DEPOT	86.10	1906681 SOFTSOAP 11.25 OZ ANTIBACTERIAL LIQUID HAND SOAP PUMP	06/05/2025	00/00/0000
188359		HOME DEPOT	190.40	6202539 MORCO 8" x 350' WHITE ROLL PAPER TOWELS	06/05/2025	00/00/0000
01-2010-00-6002-112		- FIRE O/E LIFE SAVING - PROTECTIVE CLOTH				
188661		TURNOUT FIRE & SAFETY INC	397.50	INV#273190 CAPT. SKOKANDICH TURN OUT COAT REPAIR	07/08/2025	00/00/0000
01-2010-00-6002-116		- FIRE O/E MISC. SAFETY EQUIPMENT				
186573		WW GRAINGER INC	521.54	INV#9574525623 #9575899175 NOT TO EXCEED	12/31/2024	00/00/0000
Total: BUDGET FIRE O/E			4,525.88			
01-2010-00-6102-		- BUDGET FIRE O/E				
01-2010-00-6102-140		- UNIFORM FIRE SAFETY O/E PUBLIC SAFETY EDUCATION				
188240		ALERT-ALL COMPANY	293.00	INV#W50456 IMPRINTED RED TOTE BAG	05/22/2025	00/00/0000
188240		ALERT-ALL COMPANY	275.00	INV#W50456 INPRINTED FIRST AID SLIDE GLIDE	05/22/2025	00/00/0000
188240		ALERT-ALL COMPANY	435.00	INV#W50456 INPRINTED 6" RED/WHITE FOAM FOOTBALL	05/22/2025	00/00/0000
188240		ALERT-ALL COMPANY	129.00	INV#W50456 STOCK FIRE CHIEF PEN - MEDIUM TONE	05/22/2025	00/00/0000
188240		ALERT-ALL COMPANY	200.00	INV#W50456 IMPRINTED PRACTICE FIRE SAFETY COLORING BOOK	05/22/2025	00/00/0000
Total: BUDGET UNIFORM FIRE SAFETY O/E			1,332.00			
01-2010-00-7001-		- BUDGET UNIFORM FIRE SAFETY O/E				
01-2010-00-7001-010		- ENGINEERING S&W Base Salary Pay				
188744	01200778	TOWNSHIP OF WEST ORANGE	17,904.38		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	17,904.38		07/29/2025	08/01/2025

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
01-2010-00-7001-030		- ENGINEERING S&W Hourly Pay				
188746	01200779	TOWNSHIP OF WEST ORANGE	2,793.56		07/15/2025	07/18/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	2,747.27		07/29/2025	08/01/2025
01-2010-00-7001-100		- ENGINEERING S&W Overtime				
188746	01200779	TOWNSHIP OF WEST ORANGE	695.01		07/15/2025	07/18/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	721.54		07/29/2025	08/01/2025
Total: BUDGET ENGINEERING S&W			42,766.14			
01-2010-00-7002-		- BUDGET ENGINEERING S&W				
01-2010-00-7002-110		- ENGINEERING O/E OFFICE & FIELD SUPPLIES, FILM,				
188813		STAPLES BUSINESS ADVANTAGE	626.17	#6038115721 hp 728 2 300ml black, 1 each 130ml cyan, magenta, and yellow	07/24/2025	00/00/0000
01-2010-00-7002-131		- ENGINEERING O/E COMPUTER, SOFTWARE, CAD				
188501		CDW LLC	2,598.09	INV#AE6969C auto cad license	06/18/2025	00/00/0000
Total: BUDGET ENGINEERING O/E			3,224.26			
01-2010-00-7101-		- BUDGET ENGINEERING O/E				
01-2010-00-7101-071		- BUILDING & PROPERTY O/E JANITORIAL SERVICES				
183724		NATIONWIDE CLEANING &	5,145.83	INV#1883 RES 111-24 JAN	03/27/2024	00/00/0000
01-2010-00-7101-077		- BUILDING & PROPERTY O/E MAINT. ALL BLDGS. INTERIOR & E				
186500		KORDIAN RAK	2,850.00	INV#3859 misc bldgs plumbing repairs	12/31/2024	00/00/0000
184861	24101477	GENSERVE, LLC	-2,075.00	8139-IN 0593-IN 0594-IN generator repairs var	07/16/2024	07/28/2025
184861	25101504	GENSERVE, LLC	2,075.00	8139-IN 0593-IN 0594-IN generator repairs var	07/16/2024	07/28/2025
187348		NEW JERSEY DOOR WORKS	937.50	INV#164692 OVERHEAD DOOR EMERGENCY REPAIRS	12/31/2024	00/00/0000
186745		ROSSI & COMPANY	123.98	INV#10327048 PAINT/PAINT SUPPLIES 2025	12/31/2024	00/00/0000
01-2010-00-7101-110		- BUILDING & PROPERTY O/E HARDWARE - MONTHLY				
186625		HOME DEPOT	257.84	INV#4800321 #1524764 BLDG/GROUNDS SUPPLIES/TOOLS 2025	12/31/2024	00/00/0000
01-2010-00-7101-112		- BUILDING & PROPERTY O/E MAINTENANCE SUPPLIES - BUILDIN				

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
186438		WB MASON CO. INC.	22.35	INV#255595818 CM3889607 water 2025 delivery	01/01/2025	00/00/0000
186438		WB MASON CO. INC.	26.82	INV#255419317 CM3866208 water 2025 delivery	01/01/2025	00/00/0000
186757		LORCO PERTOLEUM SERVICE	160.00	INV#2027915-IN OIL REMOVAL AND TANK SERVICES 2025	12/31/2024	00/00/0000
01-2010-00-7101-114 - BUILDING & PROPERTY O/E ELECTRICAL REPAIRS & WIRING						
186858		WARSHAUER ELECTRIC CO INC	207.07	INV#S100982241.001 electrical supplies 2025	12/31/2024	00/00/0000
01-2010-00-7101-116 - BUILDING & PROPERTY O/E PRIVATIZED SERVICES						
185867		STERLING SECURITIES, LLC	6,160.00	JULY 2025 INVOICE res 295-24 security services 01.01.2025-12.31.2025 not to exc	10/30/2024	00/00/0000
01-2010-00-7101-130 - BUILDING & PROPERTY O/E CENTRAL MONITORING ALARM						
186525		ULTIMATE SECURITY SYSTEMS, INC	1,410.00	INV#IN-50291 misc service calls 2025	12/31/2024	00/00/0000
Total: BUDGET BUILDING & PROPERTY O/E			17,301.39			
01-2010-00-7202- - BUDGET BUILDING & PROPERTY O/E						
01-2010-00-7202-091 - SHADE TREE O/E CONTRACTUAL SERVICES-PRUNING						
186708		BEUCLER TREE EXPERT LLC	8,525.00	INV#14711 res 17-25 ext of contract tree removal services	01/31/2025	00/00/0000
186710		RICH TREE SERVICE	450.00	INV#2502110 res 16-25 emergency and non emergency tree services	01/31/2025	00/00/0000
Total: BUDGET SHADE TREE O/E			8,975.00			
01-2010-00-7401- - BUDGET SHADE TREE O/E						
01-2010-00-7401-010 - PUBLIC WORKS S&W Base Salary Pay						
188744	01200778	TOWNSHIP OF WEST ORANGE	91,385.51		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	91,385.51		07/29/2025	08/01/2025
01-2010-00-7401-030 - PUBLIC WORKS S&W Hourly Pay						
188746	01200779	TOWNSHIP OF WEST ORANGE	957.37		07/15/2025	07/18/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	1,075.43		07/29/2025	08/01/2025
01-2010-00-7401-090 - PUBLIC WORKS S&W Longevity						

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
188744	01200778	TOWNSHIP OF WEST ORANGE	2,471.90		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	2,471.90		07/29/2025	08/01/2025
01-2010-00-7401-100 - PUBLIC WORKS S&W Overtime						
188746	01200779	TOWNSHIP OF WEST ORANGE	16,443.69		07/15/2025	07/18/2025
188746	01200779	TOWNSHIP OF WEST ORANGE	82.13		07/15/2025	07/18/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	15,807.59		07/29/2025	08/01/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	369.30		07/29/2025	08/01/2025
Total: BUDGET PUBLIC WORKS S&W			222,450.33			
01-2010-00-7504- - BUDGET PUBLIC WORKS S&W						
01-2010-00-7504-112 - STREET REPAIR O/E COLD PATCH						
186587		NEWARK ASPHALT CO.	929.37	INV#75275 #75411 #75338 ASPHALT EXPENSES 2025	12/31/2024	00/00/0000
01-2010-00-7504-114 - STREET REPAIR O/E EQUIPMENT, CURB, DRAIN RESTORA						
186747		THE PROGRESSIVE BRICK CO	518.40	INV#484690 BASIN BLOCK/BRICK 2025	12/31/2024	00/00/0000
Total: BUDGET STREET REPAIR O/E			1,447.77			
01-2010-00-7505- - BUDGET STREET REPAIR O/E						
01-2010-00-7505-114 - STREET SERVICE & TRAFFIC O/E SIGNS & POSTS						
186617		D & M INSTANT PRINTING	635.00	INV#3055 no parking signs 2025	12/31/2024	00/00/0000
186592		CROSSROAD INVESTMENTS, LLC	330.00	INV#00477-G misc signs and supplies 2025	12/31/2024	00/00/0000
Total: BUDGET STREET SERVICE & TRAFFIC O/E			965.00			
01-2010-00-7506- - BUDGET STREET SERVICE & TRAFFIC O/E						
01-2010-00-7506-070 - PARKING FAC MAINT & REPAIR O/E RENT - NJ TRANSIT, HARRISON AV						
178938		NJ TRANSIT	2,926.21	INV0291295 RES 321-22 LICENSE AGREEMENT MISSISSIPPI LOOP	12/21/2022	00/00/0000
Total: BUDGET PARKING FAC MAINT & REPAIR O/E			2,926.21			
01-2010-00-7803- - BUDGET PARKING FAC MAINT & REPAIR O/E						

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
01-2010-00-7803-112		- SEWER & PUMP STATIONS O/E PUMPS AT STATIONS				
188491		PUMPING SERVICES, INC.	7,605.60	INV#1152624 #1152577 #1152425 #1152680 rental of pump for Northfield pump stat	06/17/2025	00/00/0000
Total: BUDGET SEWER & PUMP STATIONS O/E			7,605.60			
01-2010-00-7902-		- BUDGET SEWER & PUMP STATIONS O/E				
01-2010-00-7902-040		- CENTRAL AUTOMOTIVE O/E NJDMV VEHICLE INSPECTIONS				
186539		AUTO REPAIR SOLUTIONS	270.00	INV#881 #924 #898 #922 #923 #869 vehicle state inspections	12/31/2024	00/00/0000
188454		FERNO WASHINGTON INC	4,152.00	INV#956236 strecher mount - Resc 1	06/13/2025	00/00/0000
01-2010-00-7902-150		- CENTRAL AUTOMOTIVE O/E TIRES & TUBES				
187020		WEST ORANGE CAR WASH	292.50	INV#1123 car washes 2025	12/31/2024	00/00/0000
187056		BARNWELL HOUSE OF TIRES CO INC	2,622.88	FINAL INV#1935931 #1936998 #1936914 #1939126 TIRES/ROADSIDE REPAIRS	12/31/2024	00/00/0000
01-2010-00-7902-151		- CENTRAL AUTOMOTIVE O/E AUTO PARTS				
188395		ON-SITE FLEET SERVICE, INC	7,822.68	FINAL INV#5550041473 #5550041612 MISC REPAIRS 2025NJ STATE CONTRACT	06/06/2025	00/00/0000
187057		GARDEN STATE HARLEY-DAVIDSON	786.40	INV#0 police motorcycle repairs 2025	12/31/2024	00/00/0000
188248		SELECT AUTO & TRUCK REPAIR	2,087.75	INV#250714010 #250718003 RES 141-25 ANNUAL PREV. MAINT ON BUSES AND MISC REPAI	05/22/2025	00/00/0000
01-2010-00-7902-155		- CENTRAL AUTOMOTIVE O/E ACCIDENT - COLLISION WORK				
186537		A. LEMBO CAR & HEAVY TRUCK	1,652.00	INV#7483 collision repairs	12/31/2024	00/00/0000
01-2010-00-7902-157		- CENTRAL AUTOMOTIVE O/E AUTO SERVICING OF ALL FIRE PUM				
185047		FIRE AND SAFETY SERVICES, LTD	8,987.76	INV#5125-1645 #5125-1657 RES 234-24 REPAIRS TO FIRE ENGINES	08/05/2024	00/00/0000
Total: BUDGET CENTRAL AUTOMOTIVE O/E			28,673.97			
01-2010-00-8051-		- BUDGET CENTRAL AUTOMOTIVE O/E				
01-2010-00-8051-010		- GENERAL HEALTH SERVICES S&W Base Salary Pay				
188744	01200778	TOWNSHIP OF WEST ORANGE	25,597.46		07/15/2025	07/18/2025

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
188848	01200793	TOWNSHIP OF WEST ORANGE	25,597.46		07/29/2025	08/01/2025
01-2010-00-8051-090 - GENERAL HEALTH SERVICES S&W Longevity						
188744	01200778	TOWNSHIP OF WEST ORANGE	366.80		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	366.80		07/29/2025	08/01/2025
01-2010-00-8051-100 - GENERAL HEALTH SERVICES S&W Overtime						
188746	01200779	TOWNSHIP OF WEST ORANGE	472.20		07/15/2025	07/18/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	531.18		07/29/2025	08/01/2025
Total: BUDGET GENERAL HEALTH SERVICES S&W			52,931.90			
01-2010-00-8101- - BUDGET GENERAL HEALTH SERVICES S&W						
01-2010-00-8101-010 - SENIOR BUSING S&W Base Salary Pay						
188744	01200778	TOWNSHIP OF WEST ORANGE	9,920.08		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	9,920.08		07/29/2025	08/01/2025
01-2010-00-8101-030 - SENIOR BUSING S&W Hourly Pay						
188746	01200779	TOWNSHIP OF WEST ORANGE	6,851.82		07/15/2025	07/18/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	8,508.26		07/29/2025	08/01/2025
01-2010-00-8101-100 - SENIOR BUSING S&W Overtime						
188746	01200779	TOWNSHIP OF WEST ORANGE	4,634.37		07/15/2025	07/18/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	4,682.79		07/29/2025	08/01/2025
Total: BUDGET SENIOR BUSING S&W			44,517.40			
01-2010-00-8401- - BUDGET SENIOR BUSING S&W						
01-2010-00-8401-010 - ANIMAL CONTROL S&W Base Salary Pay						
188744	01200778	TOWNSHIP OF WEST ORANGE	7,097.45		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	7,097.45		07/29/2025	08/01/2025
01-2010-00-8401-100 - ANIMAL CONTROL S&W Overtime						
188746	01200779	TOWNSHIP OF WEST ORANGE	1,177.06		07/15/2025	07/18/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	893.84		07/29/2025	08/01/2025

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
Total: BUDGET ANIMAL CONTROL S&W			16,265.80			
01-2010-00-8402- - BUDGET ANIMAL CONTROL S&W						
01-2010-00-8402-200 - ANIMAL CONTROL O/E DOG PEST CONTROL						
188832		AMAZON.COM	56.98	INV#13F4-YCWY-DVT9 MXF POOPER SCOOPER SWIVEL BIN & RAKE KIT WITH 20 WASTE BAGS	07/25/2025	00/00/0000
Total: BUDGET ANIMAL CONTROL O/E			56.98			
01-2010-00-8601- - BUDGET ANIMAL CONTROL O/E						
01-2010-00-8601-010 - SEN CITIZEN HEALTH CTR S&W Base Salary Pay						
188744	01200778	TOWNSHIP OF WEST ORANGE	15,929.58		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	13,842.00		07/29/2025	08/01/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	1,878.82		07/29/2025	08/01/2025
01-2010-00-8601-030 - SEN CITIZEN HEALTH CTR S&W Hourly Pay						
188746	01200779	TOWNSHIP OF WEST ORANGE	1,861.20		07/15/2025	07/18/2025
188746	01200779	TOWNSHIP OF WEST ORANGE	156.86		07/15/2025	07/18/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	1,818.31		07/29/2025	08/01/2025
01-2010-00-8601-090 - SEN CITIZEN HEALTH CTR S&W Longevity						
188744	01200778	TOWNSHIP OF WEST ORANGE	208.76		07/15/2025	07/18/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	187.88		07/29/2025	08/01/2025
01-2010-00-8601-100 - SEN CITIZEN HEALTH CTR S&W Overtime						
188849	01200794	TOWNSHIP OF WEST ORANGE	249.30		07/29/2025	08/01/2025
Total: BUDGET SEN CITIZEN HEALTH CTR S&W			36,132.71			
01-2010-00-8762- - BUDGET SEN CITIZEN HEALTH CTR S&W						
01-2010-00-8762-202 - RETIRED CITIZENS PROGRAM O/E SUMMER CONCERTS						
188647		PLEASANT VALLEY PRODUCTIONS	250.00	INV#2025-0718 Older Adults Comp Tix to OSPAC -JCSS Event on July 18th. Jitney	07/08/2025	00/00/0000
188647		PLEASANT VALLEY PRODUCTIONS	125.00	INV#2025-0718 snack vouchers	07/08/2025	00/00/0000

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
01-2010-00-8762-203 - RETIRED CITIZENS PROGRAM O/E NUTRITION PROGRAM						
188437		VILLAGE SUPERMARKET OF NJ	41.77	INV#02960336417 Shop Rite food/supplies for events and programming	06/12/2025	00/00/0000
188437		VILLAGE SUPERMARKET OF NJ	24.36	INV#02960310354 Shop Rite food/supplies for events and programming	06/12/2025	00/00/0000
188437		VILLAGE SUPERMARKET OF NJ	54.62	INV#02960327113 Shop Rite food/supplies for events and programming	06/12/2025	00/00/0000
188437		VILLAGE SUPERMARKET OF NJ	25.12	#02960320266 Shop Rite food/supplies for events and programming	06/12/2025	00/00/0000
01-2010-00-8762-204 - RETIRED CITIZENS PROGRAM O/E SENIOR LIVABILITY NURSE						
188643		D & M INSTANT PRINTING	260.00	INV#3063 august flyers 2025 not to exceed	07/08/2025	00/00/0000
188908		TEERICO LLC	180.00	INV#2212 Banners Promoting GenMix Intergenerational Event on 9-7-2025 at WOHS	08/01/2025	00/00/0000
Total: BUDGET RETIRED CITIZENS PROGRAM O/E			960.87			
01-2010-00-9101- - BUDGET RETIRED CITIZENS PROGRAM O/E						
01-2010-00-9101-010 - PARKS & PLAYGROUNDS S&W Base Salary Pay						
188744	01200778	TOWNSHIP OF WEST ORANGE	24,944.49		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	24,944.49		07/29/2025	08/01/2025
01-2010-00-9101-030 - PARKS & PLAYGROUNDS S&W Hourly Pay						
188746	01200779	TOWNSHIP OF WEST ORANGE	9,971.19		07/15/2025	07/18/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	12,152.82		07/29/2025	08/01/2025
01-2010-00-9101-090 - PARKS & PLAYGROUNDS S&W Longevity						
188744	01200778	TOWNSHIP OF WEST ORANGE	991.26		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	991.26		07/29/2025	08/01/2025
01-2010-00-9101-100 - PARKS & PLAYGROUNDS S&W Overtime						
188746	01200779	TOWNSHIP OF WEST ORANGE	2,443.77		07/15/2025	07/18/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	960.86		07/29/2025	08/01/2025
Total: BUDGET PARKS & PLAYGROUNDS S&W			77,400.14			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
01-2010-00-9102- - BUDGET PARKS & PLAYGROUNDS S&W						
01-2010-00-9102-031 - PARKS & PLAYGROUNDS O/E ADVERTISING						
188563		WB MASON CO. INC.	656.40	INV#255270644 8 1/2 x 11 white copy paper	06/25/2025	00/00/0000
01-2010-00-9102-120 - PARKS & PLAYGROUNDS O/E MATERIALS-CLAY, CALCI						
186514		JCW, INC	2,150.00	INV#1265 #1264 2025 DEGNAN MAINT SERVICE	12/31/2024	00/00/0000
01-2010-00-9102-201 - PARKS & PLAYGROUNDS O/E MPSN PROGRAMS						
186789		JOE GARAMELLA LLC	275.00	INV#WOR-2025-0709 2025 SPECIAL NEEDS PARTY ENTERTAINMENT	12/31/2024	00/00/0000
188753		DELSEA LANES	208.00	PURCHASE ORDER#100001 Special needs camp trip	07/15/2025	00/00/0000
01-2010-00-9102-220 - PARKS & PLAYGROUNDS O/E Traveling Volley Ball						
185519	24101810	NILE POLK	-1,000.00	volleyball coach	09/18/2024	07/17/2025
185519	25101500	NILE POLK	1,000.00	volleyball coach	09/18/2024	07/17/2025
Total: BUDGET PARKS & PLAYGROUNDS O/E			3,289.40			
01-2010-00-9302- - BUDGET PARKS & PLAYGROUNDS O/E						
01-2010-00-9302-200 - CELEBRATION OF PUBLIC EVENTS FOURTH OF JULY						
188728		PLEASANT VALLEY PRODUCTIONS	1,600.00	INV#2025-0704 Services for July 4th event #2025-0704	07/11/2025	00/00/0000
188834		COUNTY OF ESSEX	950.00	INV#7600 stage rental for july 4th event	07/25/2025	00/00/0000
01-2010-00-9302-210 - CELEBRATION OF PUBLIC EVENTS SPORTS & GAMES NIGHT						
188278		ORIENTAL TRADING CO.	226.27	INV#73740907701 supplies needed for sports and game night not to exceed	05/29/2025	00/00/0000
188726		AWISCO	307.00	INV#0002018435 HELIUM FOR SPORTS N GAME NITE	07/11/2025	00/00/0000
01-2010-00-9302-310 - CELEBRATION OF PUBLIC EVENTS Summer Series						
188236		EPICSOUL BAND LLC	3,500.00	INV#25YRGE25 OSPAC BAND 9/5/25	05/22/2025	00/00/0000
Total: BUDGET CELEBRATION OF PUBLIC EVENTS			6,583.27			
01-2010-00-9401- - BUDGET CELEBRATION OF PUBLIC EVENTS						
01-2010-00-9401-010 - CONSTRUCTION S&W Base Salary Pay						
188744	01200778	TOWNSHIP OF WEST ORANGE	18,036.88		07/15/2025	07/18/2025

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
188848	01200793	TOWNSHIP OF WEST ORANGE	18,036.88		07/29/2025	08/01/2025
01-2010-00-9401-030 - CONSTRUCTION S&W Hourly Pay						
188746	01200779	TOWNSHIP OF WEST ORANGE	709.67		07/15/2025	07/18/2025
188746	01200779	TOWNSHIP OF WEST ORANGE	6,316.62		07/15/2025	07/18/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	6,512.13		07/29/2025	08/01/2025
01-2010-00-9401-100 - CONSTRUCTION S&W Overtime						
188746	01200779	TOWNSHIP OF WEST ORANGE	2,078.98		07/15/2025	07/18/2025
188746	01200779	TOWNSHIP OF WEST ORANGE	168.64		07/15/2025	07/18/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	920.93		07/29/2025	08/01/2025
Total: BUDGET CONSTRUCTION S&W			52,780.73			
01-2010-00-9502- - BUDGET CONSTRUCTION S&W						
01-2010-00-9502-142 - FUEL O/E GASOLINE FUEL						
188766	25101498	GRIFFITH-ALLIED TRUCKING, LLC	22,754.73	Gasoline INV#86216 #89469 #82277 #79938 #83027 #77455	07/16/2025	07/16/2025
188723		GRIFFITH-ALLIED TRUCKING, LLC	20,368.97	INV#17373 #20405 #17353 #23315 #27144 fuel 2025	07/10/2025	00/00/0000
01-2010-00-9502-150 - FUEL O/E DIESEL FUEL						
186531		GRIFFITH-ALLIED TRUCKING, LLC	5,168.40	INV#18444 #28187 ULTRA LOW SULFUR DIESEL FUEL	12/31/2024	00/00/0000
01-2010-00-9502-155 - FUEL O/E FUEL MAINTENANCE						
186749		OUTSTANDING SERVICE CO.	303.90	INV#9127 #9126 CHECK CONTAINMENT AREAS 2025	12/31/2024	00/00/0000
Total: BUDGET FUEL O/E			48,596.00			
01-2010-00-9504- - BUDGET FUEL O/E						
01-2010-00-9504-150 - WATER- O/E WATER-RECREATION						
188718		NJ AMERICAN WATER CO.	1,007.85	JULY 2025 water services rec buildings	07/10/2025	00/00/0000
Total: BUDGET WATER- O/E			1,007.85			
01-2010-00-9903- - BUDGET WATER- O/E						

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
01-2010-00-9903-080		- FICA O/E FICA				
188744	01200778	TOWNSHIP OF WEST ORANGE	18,245.14		07/15/2025	07/18/2025
188744	01200778	TOWNSHIP OF WEST ORANGE	23,879.49		07/15/2025	07/18/2025
188746	01200779	TOWNSHIP OF WEST ORANGE	4,137.47		07/15/2025	07/18/2025
188746	01200779	TOWNSHIP OF WEST ORANGE	4,298.56		07/15/2025	07/18/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	16,650.80		07/29/2025	08/01/2025
188848	01200793	TOWNSHIP OF WEST ORANGE	21,014.37		07/29/2025	08/01/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	4,580.95		07/29/2025	08/01/2025
188849	01200794	TOWNSHIP OF WEST ORANGE	4,515.21		07/29/2025	08/01/2025
Total: BUDGET FICA O/E			97,321.99			
01-2010-02-1007-		- BUDGET FICA O/E				
01-2010-02-1007-200		- MAINT.FREE PUBLIC LIBRARY O/E MAINT.OF FREE PUBLIC LIBRARY				
186662		WEST ORANGE PUBLIC LIBRARY	235,671.28	AUG 2025 maint fee 2025	01/23/2025	00/00/0000
01-2010-02-1007-211		- MAINT.FREE PUBLIC LIBRARY O/E LIBRARY - 10 Rooney				
184156	25101499	HERC RENTALS INC	2,836.05	INV#34200222-020	05/10/2024	07/16/2025
188779		RMD CONSTRUCTION, LLC	1,335.00	INV#43068 repairs to glass 10 rooney circle	07/17/2025	00/00/0000
188780		CVR NETWORKS LLC	755.00	INV#25024 phone line in elevator not working 10 rooney reconnect line	07/17/2025	00/00/0000
187988		KORDIAN RAK	600.00	INV#3911 est 488 10 rooney circle 1st floor bathroom not to exceed	05/06/2025	00/00/0000
187988		KORDIAN RAK	5,400.00	INV#3927 repairs to bathroom 10 rooney circle	05/06/2025	00/00/0000
185059	24101630	TREASURER STATE OF NEW JERSEY	-258.00	0722-00127-002 4290211 ELEVATOR REGISTRATION	06/01/2024	07/24/2025
185059	25101501	TREASURER STATE OF NEW JERSEY	258.00	BILL#4290211 0722-00127-002 4290211 ELEVATOR REGISTRATION	06/01/2024	07/24/2025
186957		UTILITY PROGRAMS & METERING II	482.00	INV#144280 jan-dec meter read program 10 rooney	02/07/2025	00/00/0000
188525		HERC RENTALS INC	2,836.05	INV#34200222-022 rental lights	06/19/2025	00/00/0000
188802		CARRIER CORPORATION	3,217.00	INV#90470173 01606493 condenser coil cleaning rtu 2n 10 rooney tenant cooling	07/23/2025	00/00/0000

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
188801		CARRIER CORPORATION	13,616.23	INV#90470119 01606482 repairs cooling system 10 rooney tenant rtu2w condenser	07/23/2025	00/00/0000
188914		D'ONOFRIO & SON INC.	880.00	INV#34692 dog park july 2025	08/01/2025	00/00/0000
Total: BUDGET MAINT.FREE PUBLIC LIBRARY O/E			267,628.61			
01-2010-07-1003- - BUDGET MAINT.FREE PUBLIC LIBRARY O/E						
01-2010-07-1003-040 - DEBT SERVICE O/E - BAN PRINCIPAL BAN PRINCIPAL - 3RD NOTE						
188891	01200797	THE DEPOSITORY TRUST COMPANY	690,000.00	DTC PRINCIPAL 8-01-25	07/31/2025	08/01/2025
Total: BUDGET DEBT SERVICE O/E - BAN PRINCIPAL			690,000.00			
01-2010-07-1005- - BUDGET DEBT SERVICE O/E - BAN PRINCIPAL						
01-2010-07-1005-040 - DEBT SERVICE O/E -BAN INTEREST BAN INTEREST- 3rd ISSUE						
188892	01200798	THE DEPOSITORY TRUST COMPANY	586,865.00	DTC INTEREST 08-01-2025	07/31/2025	08/01/2025
Total: BUDGET DEBT SERVICE O/E -BAN INTEREST			586,865.00			
01-2010-07-1006- - BUDGET DEBT SERVICE O/E -BAN INTEREST						
01-2010-07-1006-050 - DEBT SERVICE O/E -NJEIT PRINCIPAL NJEIT-PRINCIPAL 2005						
188899	01200803	NJEIT	57,132.94	NJEIT PRINCIPAL 2005	08/01/2025	08/01/2025
01-2010-07-1006-060 - DEBT SERVICE O/E -NJEIT PRINCIPAL NJEIT-PRINCIPAL 2006						
188895	01200799	NJEIT	43,278.11	NJEIT 2006 PRINCIPAL	08/01/2025	08/01/2025
01-2010-07-1006-100 - DEBT SERVICE O/E -NJEIT PRINCIPAL NJEIT-PRINCIPAL 2010						
188896	01200800	NJEIT	23,371.83	NJEIT 2010 PRINCIPAL	08/01/2025	08/01/2025
01-2010-07-1006-110 - DEBT SERVICE O/E -NJEIT PRINCIPAL NJEIT-PRINCIPAL 2015						
188897	01200801	NJEIT	40,234.11	NJEIT 2015 PRINCIPAL	08/01/2025	08/01/2025
01-2010-07-1006-120 - DEBT SERVICE O/E -NJEIT PRINCIPAL NJEIT-PRINCIPAL 2025						
188898	01200802	NJEIT	18,596.33	NJEIT PRINCIPAL 2025	08/01/2025	08/01/2025
Total: BUDGET DEBT SERVICE O/E -NJEIT PRINCIPAL			182,613.32			
01-2010-07-1007- - BUDGET DEBT SERVICE O/E -NJEIT PRINCIPAL						

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
01-2010-07-1007-050 - DEBT SERVICE O/E -NJEIT INTEREST NJEIT-INTEREST 2005						
188899	01200803	NJEIT	1,446.55	NJEIT INTEREST 2005	08/01/2025	08/01/2025
01-2010-07-1007-060 - DEBT SERVICE O/E -NJEIT INTEREST NJEIT-INTEREST 2006						
188895	01200799	NJEIT	567.64	NJEIT 2006 INTEREST	08/01/2025	08/01/2025
01-2010-07-1007-100 - DEBT SERVICE O/E -NJEIT INTEREST NJEIT-INTEREST 2010						
188896	01200800	NJEIT	1,720.00	NJEIT 2010 INTEREST	08/01/2025	08/01/2025
01-2010-07-1007-110 - DEBT SERVICE O/E -NJEIT INTEREST NJEIT-INTEREST 2015						
188897	01200801	NJEIT	4,050.00	NJEIT 2015 INTEREST	08/01/2025	08/01/2025
01-2010-07-1007-120 - DEBT SERVICE O/E -NJEIT INTEREST NJEIT-INTEREST 2025						
188898	01200802	NJEIT	6,183.33	NJEIT INTEREST 2025	08/01/2025	08/01/2025
Total: BUDGET DEBT SERVICE O/E -NJEIT INTEREST			13,967.52			
01-2010-07-1008- - BUDGET DEBT SERVICE O/E -NJEIT INTEREST						
01-2010-07-1008-050 - DEBT SERVICE O/E -NJEIT ADMIN FEE NJEIT-ADMIN FEE 2005						
188899	01200803	NJEIT	1,845.00	NJEIT ADMIN FEE 2005	08/01/2025	08/01/2025
01-2010-07-1008-060 - DEBT SERVICE O/E -NJEIT ADMIN FEE NJEIT-ADMIN FEE 2006						
188895	01200799	NJEIT	322.50	NJEIT 2006 ADMIN FEE	08/01/2025	08/01/2025
01-2010-07-1008-100 - DEBT SERVICE O/E -NJEIT ADMIN FEE NJEIT-ADMIN FEE 2010						
188896	01200800	NJEIT	405.00	NJEIT 2010 ADMIN FEE	08/01/2025	08/01/2025
01-2010-07-1008-110 - DEBT SERVICE O/E -NJEIT ADMIN FEE NJEIT-ADMIN FEE 2015						
188897	01200801	NJEIT	450.00	NJEIT ADMIN FEE	08/01/2025	08/01/2025
01-2010-07-1008-120 - DEBT SERVICE O/E -NJEIT ADMIN FEE NJEIT-ADMIN FEE 2025						
188898	01200802	NJEIT	9,565.41	NJEIT ADMIN FEE 2025	08/01/2025	08/01/2025
Total: BUDGET DEBT SERVICE O/E -NJEIT ADMIN FEE			12,587.91			
01-2030-00-1002- - BUDGET DEBT SERVICE O/E -NJEIT ADMIN FEE						
01-2030-00-1002-030 - MAYOR O/E PRINTING						

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
183248		POLICE & SHERIFF'S PRESS	32.60	INV#112356 2024 GENERAL ENCUMBRANCE MUNICIPAL ID CARD PR	12/31/2023	00/00/0000
Total: APPROPRIATION RESERVES MAYOR O/E			32.60			
01-2030-00-7101- - APPROPRIATION RESERVES MAYOR O/E						
01-2030-00-7101-077 - BUILDING & PROPERTY O/E MAINT. ALL BLDGS. INTERIOR & E						
181396	24101519	GENSERVE, LLC	-2,899.36	284 115 118 121 380 068 REPAIRS	08/20/2023	07/28/2025
181527	24101519	GENSERVE, LLC	-787.50	8787 8748 8754 8757 8730 8732 9858 power maint 2023 various locations	08/30/2023	07/28/2025
181396	25101503	GENSERVE, LLC	2,899.36	284, 115, 118, 121, 380, 068 REPAIRS	08/20/2023	07/28/2025
181527	25101503	GENSERVE, LLC	787.50	8787, 8748, 8754, 8757, 8730, 8732, 9858 power maint 2023 various loca	08/30/2023	07/28/2025
Total: APPROPRIATION RESERVES BUILDING & PROPERTY O/E			0.00			
01-2030-00-8602- - APPROPRIATION RESERVES BUILDING & PROPERTY O/E						
01-2030-00-8602-140 - SEN CITIZEN HEALTH CTR O/E UTILITIES-FAIRMOUNT						
187813		ARCTIC FALLS SPRING WATER	86.85	INV#978010 2025 WATER DELIVERY & TRANSPORTATION FEES	04/23/2025	00/00/0000
187813		ARCTIC FALLS SPRING WATER	35.25	INV#099606 2025 WATER DELIVERY & TRANSPORTATION FEES	04/23/2025	00/00/0000
Total: APPROPRIATION RESERVES SEN CITIZEN HEALTH CTR O/E			122.10			
01-2030-02-1007- - APPROPRIATION RESERVES SEN CITIZEN HEALTH CTR O/E						
01-2030-02-1007-211 - MAINT.FREE PUBLIC LIBRARY O/E LIBRARY - 10 Rooney						
184895		REALTY PRO GROUP	16,000.00	09/24 and 10/24 2024 MGMT. SERVICES\$8000.00 PER MONTH	04/01/2024	00/00/0000
Total: APPROPRIATION RESERVES MAINT.FREE PUBLIC LIBRARY O/E			16,000.00			
01-2040-41-1000- - APPROPRIATION RESERVES MAINT.FREE PUBLIC LIBRARY O/E						
01-2040-41-1000-223 - DOT-MUNICIPAL AID 2023 DOT-VARIOUS STREETS						

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
183166		GREENMAN-PEDERSEN, INC	724.70	INV#414061 PYMT 12 WASHINGTON ST CORRIDOR IMPRV PROJECT	12/19/2023	00/00/0000
Total: GRANT RESERVES DOT-MUNICIPAL AID			724.70			
01-2040-41-2025- - GRANT RESERVES DOT-MUNICIPAL AID						
01-2040-41-2025-224 - PEDESTRIAN SAFETY GRANT 2024 PEDESTRIAN SAFETY GRANT						
188746	01200779	TOWNSHIP OF WEST ORANGE	280.00		07/15/2025	07/18/2025
Total: GRANT RESERVES PEDESTRIAN SAFETY GRANT			280.00			
01-2040-41-2200- - GRANT RESERVES PEDESTRIAN SAFETY GRANT						
01-2040-41-2200-224 - ASSISTANCE TO FIREFIGHTERS 2024 ASSISTANCE TO FIREFIGHTERS						
185967		NJ FIRE EQUIPMENT CO.	51,794.05	INV#73752 RES 311-24 FIRE SAFETY GEAR QUOTE 26568 NJ STATE CONTRACT BLANKET #	11/13/2024	00/00/0000
Total: GRANT RESERVES ASSISTANCE TO FIREFIGHTERS			51,794.05			
01-2040-41-7020- - GRANT RESERVES ASSISTANCE TO FIREFIGHTERS						
01-2040-41-7020-091 - MUNICIPAL ALLIANCE 2020 2020 MA-PROGRAM COORDINATOR						
188744	01200778	TOWNSHIP OF WEST ORANGE	1,718.75		07/15/2025	07/18/2025
Total: GRANT RESERVES MUNICIPAL ALLIANCE 2020			1,718.75			
01-2080-00-0200- - GRANT RESERVES MUNICIPAL ALLIANCE 2020						
01-2080-00-0200- - TAX APPEAL RES CY- ATTORRNEY FEE TAX APPEAL RES CY- ATTORRNEY FEE						
186734		BOURNE, NOLL & KENYON	3,250.00	JAN. SERVICES res 66-25 tax appeal attorney 2025	01/31/2025	00/00/0000
187881		BLAU & BLAU	6,000.00	JULY SERV. res 111-25 prof serv tax appeal atty jan-march 2025 already paid	04/25/2025	00/00/0000
Total: RESERVE FOR TAX APPEAL TAX APPEAL RES CY- ATTORRNEY FEE			9,250.00			
01-2150- - - RESERVE FOR TAX APPEAL TAX APPEAL RES CY- ATTORRNEY FEE						
01-2150- - - RES. FOR TAX TITLE LIENS RES. FOR TAX TITLE LIENS						

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
188905	25101507	TRYSTONE CAPITAL ASSETS LLC	9,788.30	REDEMPTION CERT#24-099	08/01/2025	08/04/2025
Total: RES. FOR TAX TITLE LIENS RES. FOR TAX TITLE LIENS			9,788.30			
01-2155- - - RES. FOR TAX TITLE LIENS RES. FOR TAX TITLE LIENS						
01-2155- - - RES. FOR TTL PREMIUM RES. FOR TTL PREMIUM						
188905	25101507	TRYSTONE CAPITAL ASSETS LLC	800.00	PREMIUM	08/01/2025	08/04/2025
Total: RES. FOR TTL PREMIUM RES. FOR TTL PREMIUM			800.00			
01-2860- - - RES. FOR TTL PREMIUM RES. FOR TTL PREMIUM						
01-2860- - - NJ CONSTRUCTION FEE PAYABLE .00 .00 NJ CONSTRUCTION FEE PAYABLE .00 .00						
188782	01200783	TOWNSHIP OF WEST ORANGE	189.00	BOUNCED CHECK FOR NJ CONSTRUCTION FEE	06/06/2025	06/06/2025
Total: NJ CONSTRUCTION FEE PAYABLE .00 .00 NJ CONSTRUCTION FEE PAYABLE .00 .00			189.00			
Fund Total: 01			6,521,008.60			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
03-2475-16-0030-		- NJ CONSTRUCTION FEE PAYABLE .00 .00		NJ CONSTRUCTION FEE PAYABLE .00 .00		
03-2475-16-0030-010		- INDOOR IMPROVEMENTS IT Improvements				
188598		AMAZON.COM	359.00	INV#1JQV-PL3M-JRMT white board stand on rollers	07/01/2025	00/00/0000
Total: ORD# 2475-16 INDOOR IMPROVEMENTS			359.00			
03-2662-21-0100-		- ORD# 2475-16 INDOOR IMPROVEMENTS				
03-2662-21-0100-010		- Downtown Redevelopment Downtown Redevelopment				
188737		TRENK ISABEL SIDDIQI &	615.00	INV#14636 MARCH-JUNE PROFESSIONAL SERVICES	07/14/2025	00/00/0000
188738		TRENK ISABEL SIDDIQI &	45.00	INV#14629 JUNE PROFESSIONAL SERVICES	07/14/2025	00/00/0000
188914		D'ONOFRIO & SON INC.	660.00	INV#34692 barton press july 2025	08/01/2025	00/00/0000
188915		WILENTZ, GOLDMAN & SPITEZER	8,886.32	INV#40888557, 40888556, 40888093 professional services	08/01/2025	00/00/0000
Total: ORD# 2662-21 Downtown Redevelopment			10,206.32			
03-2704-22-0200-		- ORD# 2662-21 Downtown Redevelopment				
03-2704-22-0200-050		- Indoor Facility Fire House Improvements				
188839	4416	ADG CONTRACTING CORP	7,653.64	RESOLUTION 173-25 CHANGE ORD 1 AND FINAL	07/25/2025	07/25/2025
Total: ORD# 2704-22 Indoor Facility			7,653.64			
03-2704-22-0400-		- ORD# 2704-22 Indoor Facility				
03-2704-22-0400-070		- Outdoor Facility Degnan/Rolling Green				
179979		CME ASSOCIATES	420.00	INV#380617 RES 162-23 PROF SERV CONST. INSPEC SERV	04/20/2023	00/00/0000
03-2704-22-0400-090		- Outdoor Facility General Outdoor Facility Improvements				
188841		BRIGHT VIEW ENGINEERING, LLC	2,060.00	FINAL INV#251401-1 KELLY DRIVE PROPOSAL 251401	07/28/2025	00/00/0000
Total: ORD# 2704-22 Outdoor Facility			2,480.00			
03-2829-23-0500-		- ORD# 2704-22 Outdoor Facility				
03-2829-23-0500-010		- Streets, Roads, Sewers & Sidewalks Street Resurfacing				

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
183615		REGGIO CONSTRUCTION, INC.	374,325.70	Engineer's Cert. No.16 FINAL RES 90-24 2022 STREET IMPROVEMENTS	03/19/2024	00/00/0000
03-2829-23-0500-070		- Streets, Roads, Sewers & Sidewalks STREET IMPROVEMENTS				
183623		REGGIO CONSTRUCTION, INC.	65,448.29	Engineer's Cert No.15 RES 87-24 2021 ST IMPRV PHS II	03/19/2024	00/00/0000
Total: ORD# 2829-23 Streets, Roads, Sewers & Sidewalks			439,773.99			
03-2830-23-0100-		- ORD# 2829-23 Streets, Roads, Sewers & Sidewalks				
03-2830-23-0100-010		- Equipment EMERGENCY HVAC UNITS				
188717		WW GRAINGER INC	12,947.88	INV#9567844866 #9567844858 #9578521149 portable AC units not to exceed	07/10/2025	00/00/0000
Total: ORD# 2830-23 Equipment			12,947.88			
03-2830-23-0500-		- ORD# 2830-23 Equipment				
03-2830-23-0500-010		- Streets, Roads, Sewers & Sidewalks STREET IMPR (CURRENTLY UNDER DESIGN)				
183622		NEGLIA ENGINEERING ASSOC	4,470.00	INV#2503080 RES 91-24 PROF SERV ENGINEERING	03/19/2024	00/00/0000
186382		GREENMAN-PEDERSEN, INC	889.40	FINAL INV#0413927 RES 347-24 PROF ENGINEERING AND LAND SURVEYING SERV 24 CDBG	12/18/2024	00/00/0000
186181		CME ASSOCIATES	7,000.00	INV#380618 res 315-24 professional service contract OSPAC and crystal likes im	12/05/2024	00/00/0000
186181		CME ASSOCIATES	2,000.00	INV#380619 res 315-24 professional service contract OSPAC and crystal likes i	12/05/2024	00/00/0000
Total: ORD# 2830-23 Streets, Roads, Sewers & Sidewalks			14,359.40			
03-2872-24-0500-		- ORD# 2830-23 Streets, Roads, Sewers & Sidewalks				
03-2872-24-0500-010		- Streets, Roads, Sewers & Sidewalks VALLEY, CARLSON RD, COLONIAL WOODS DRIVE				
185864		REGGIO CONSTRUCTION INC.	315,403.13	Engineer's Cert. No. 4 RES 279-24 NJ DOT 2023-MA 00155 CARLSON RD, CULLEN DR	10/08/2024	00/00/0000
Total: ORD# 2872-24 Streets, Roads, Sewers & Sidewalks			315,403.13			
Fund Total: 03			803,183.36			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
----------------	---------	--------	--------	---------	-----------	-----------

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
04-2010-00-6690-		- ORD# 2872-24 Streets, Roads, Sewers & Sidewalks				
04-2010-00-6690-004		- NJ HEALTH LICENSE REPORT NJ HEALTH LICENSE REPORT				
188836		NEW JERSEY DEPT OF HEALTH &	71.40	MAY - 2025 DOG LICENSE REPORT	07/25/2025	00/00/0000
188836		NEW JERSEY DEPT OF HEALTH &	36.60	JUNE - 2025 DOG LICENSE REPORT	07/25/2025	00/00/0000
04-2010-00-6690-304		- OTHER EXPENSE OTHER EXPENSE				
188030		VILLAGE SUPERMARKET OF NJ	309.10	INV#02960211958 SUPPLIES FOR 2025	05/08/2025	00/00/0000
188030		VILLAGE SUPERMARKET OF NJ	27.98	INV#02960567004 SUPPLIES FOR 2025	05/08/2025	00/00/0000
187615		AMERICAN MESSAGING	32.77	INV#N3523012ZG PAGER SERVICES - APRIL - DECEMBER - 2025	12/31/2024	00/00/0000
Total: EXPENDITURE CONTROL DOGS ANIMAL CONTROL INTERLOCALS			477.85			
Fund Total: 04			477.85			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
08-1920-08-0505- - EXPENDITURE CONTROL DOGS ANIMAL CONTROL INTERLOCALS						
08-1920-08-0505-009 - POOL PARTIES POOL PARTIES						
188795		STEPHANY ROMERO	100.00	refund pool party	07/23/2025	00/00/0000
Total: Dedicated Revenue MISC. REVENUE ANTICIPATED			100.00			
08-2010-55-5011- - Dedicated Revenue MISC. REVENUE ANTICIPATED						
08-2010-55-5011-030 - POOL SNACK BAR S/W Hourly Pay						
188746	08200032	TOWNSHIP OF WEST ORANGE	50,286.41		07/15/2025	07/18/2025
188746	08200032	TOWNSHIP OF WEST ORANGE	515.48		07/15/2025	07/18/2025
188746	08200032	TOWNSHIP OF WEST ORANGE	729.10		07/15/2025	07/18/2025
188746	08200032	TOWNSHIP OF WEST ORANGE	3,117.80		07/15/2025	07/18/2025
188849	08200033	TOWNSHIP OF WEST ORANGE	1,218.00		07/29/2025	08/01/2025
188849	08200033	TOWNSHIP OF WEST ORANGE	52,323.04		07/29/2025	08/01/2025
188849	08200033	TOWNSHIP OF WEST ORANGE	548.81		07/29/2025	08/01/2025
188849	08200033	TOWNSHIP OF WEST ORANGE	776.34		07/29/2025	08/01/2025
188849	08200033	TOWNSHIP OF WEST ORANGE	3,319.49		07/29/2025	08/01/2025
Total: BUDGET POOL SNACK BAR S/W			112,834.47			
08-2010-55-5022- - BUDGET POOL SNACK BAR S/W						
08-2010-55-5022-080 - POOL OTHER EXPENSES CONTINGENCY FOR REPA						
188827		E&M O'HARA ELECTRIC	1,893.00	INV#73552 emergency repair pool pump	07/25/2025	00/00/0000
08-2010-55-5022-113 - POOL OTHER EXPENSES CHEMICALS						
188152		NAF AQUATICS ENTERPRISES LLC	5,150.00	INV#1030175 CHLORINE 2025 POOL SEASON NOT TO EXCEED \$RATE PER GALLON WITH DELI	05/15/2025	00/00/0000
08-2010-55-5022-114 - POOL OTHER EXPENSES ATHLETIC SUPPLIES						
188646		AMAZON.COM	289.99	INV#17F9-414X-H77G tennis table for rec shelter	07/08/2025	00/00/0000
08-2010-55-5022-117 - POOL OTHER EXPENSES BADGES AND OFFICE SUPPLIES						
188796		VANDERHOOF TRANSPORTATION CO	1,490.00	#77311 buses for swim meet	07/23/2025	00/00/0000

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
Total: BUDGET POOL OTHER EXPENSES			8,822.99			
Fund Total: 08			121,757.46			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
12-1169-00-0100- - BUDGET POOL OTHER EXPENSES						
12-1169-00-0100-001 - MISCELLANEOUS EXCHANGE .PAYROLL MISCELLANEOUS EXCHANGE .PAYROLL						
188744	12200203	TOWNSHIP OF WEST ORANGE	171,632.25		07/15/2025	07/18/2025
188744	12200203	TOWNSHIP OF WEST ORANGE	48,561.62		07/15/2025	07/18/2025
188746	12200205	TOWNSHIP OF WEST ORANGE	96.84		07/15/2025	07/18/2025
188848	12200209	TOWNSHIP OF WEST ORANGE	168,984.35		07/29/2025	08/01/2025
188848	12200209	TOWNSHIP OF WEST ORANGE	3,168.30		07/29/2025	08/01/2025
188848	12200209	TOWNSHIP OF WEST ORANGE	1,257.29		07/29/2025	08/01/2025
188848	12200209	TOWNSHIP OF WEST ORANGE	48,854.89		07/29/2025	08/01/2025
188849	12200210	TOWNSHIP OF WEST ORANGE	48.03		07/29/2025	08/01/2025
188849	12200210	TOWNSHIP OF WEST ORANGE	96.84		07/29/2025	08/01/2025
Total: MISCELLANEOUS EXCHANGE MISCELLANEOUS EXCHANGE .PAYROLL			442,700.41			
12-1811- - - - MISCELLANEOUS EXCHANGE MISCELLANEOUS EXCHANGE .PAYROLL						
12-1811- - - - DDIT - FIRE DDIT - FIRE						
188837	131571	TOWNSHIP OF WEST ORANGE	400.00	CP DEPOSIT CORRECTION 7/2	07/25/2025	07/25/2025
Total: DEPARTMENT DEPOSIT IN TRANSIT (DDIT) DDIT - FIRE			400.00			
12-6010-00-0690- - DEPARTMENT DEPOSIT IN TRANSIT (DDIT) DDIT - FIRE						
12-6010-00-0690-010 - ACCUMULATED ABSENCE TRUST ACCUMULATED ABSENCE TRUST						
188849	12200210	TOWNSHIP OF WEST ORANGE	261.30		07/29/2025	08/01/2025
Total: ACCUMLATED ABSENCE FUNDS ACCUMULATED ABSENCE TRUST			261.30			
12-6120-00-0080- - ACCUMLATED ABSENCE FUNDS ACCUMULATED ABSENCE TRUST						
12-6120-00-0080-010 - 0-203 WORKERS COMP 0-203 WORKERS COMP						
188746	12200205	TOWNSHIP OF WEST ORANGE	939.15		07/15/2025	07/18/2025
Total: PAYROLL TRUST 0-203 WORKERS COMP			939.15			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
12-6120-00-0110-	- PAYROLL TRUST 0-203 WORKERS COMP					
12-6120-00-0110-010	- DEFINED CONTRIB RET PLAN(DCRP) DEFINED CONTRIB RET PLAN(DCRP)					
188744	12200203	TOWNSHIP OF WEST ORANGE	98.99		07/15/2025	07/18/2025
188746	12200205	TOWNSHIP OF WEST ORANGE	410.17		07/15/2025	07/18/2025
188848	12200209	TOWNSHIP OF WEST ORANGE	98.99		07/29/2025	08/01/2025
188849	12200210	TOWNSHIP OF WEST ORANGE	406.04		07/29/2025	08/01/2025
Total: PAYROLL TRUST DEFINED CONTRIB RET PLAN(DCRP)			1,014.19			
12-6120-00-0860-	- PAYROLL TRUST DEFINED CONTRIB RET PLAN(DCRP)					
12-6120-00-0860-010	- SEC 125 FSA REIMBURSEMENT SEC 125 FSA REIMBURSEMENT					
188745	12200204	WAGeworks	253.18	FSA REIMBURSEMENT FOR 07/14/25 INV8028672	07/15/2025	07/15/2025
Total: PAYROLL TRUST SEC 125 FSA REIMBURSEMENT			253.18			
12-6720-00-7530-	- PAYROLL TRUST SEC 125 FSA REIMBURSEMENT					
12-6720-00-7530-	- On Site Industries-515 Valley Rd On Site Industries-515 Valley Rd					
188842		ON-SITE INDUSTRIES, LLC	1,500.00	RETURN OF ESCROW TO ON-SITE INDUSTRIES FOR WORK AT 515 VALLEY ROAD	07/28/2025	00/00/0000
Total: STREET INSPECTION ESCROW On Site Industries-515 Valley Rd			1,500.00			
12-6720-00-7580-	- STREET INSPECTION ESCROW On Site Industries-515 Valley Rd					
12-6720-00-7580-	- 325 Valley Road, WO 325 Valley Road, WO					
188843		SHAUGER PROPERTY SERVICES	1,500.00	RETURN OF ESCROW TO SHAUGER FOR WORK AT 325 VALLEY ROAD	07/28/2025	00/00/0000
Total: STREET INSPECTION ESCROW 325 Valley Road, WO			1,500.00			
12-6720-00-7590-	- STREET INSPECTION ESCROW 325 Valley Road, WO					
12-6720-00-7590-	- 531 Hillside Terrace, WO 531 Hillside Terrace, WO					
188844		SHAUGER PROPERTY SERVICES	1,500.00	RETURN OF ESCROW TO SHAUGER FOR WORK AT 531 HILLSIDE TERRACE	07/28/2025	00/00/0000

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
Total: STREET INSPECTION ESCROW 531 Hillside Terrace, WO			1,500.00			
12-6720-00-7640-		- STREET INSPECTION ESCROW 531 Hillside Terrace, WO				
12-6720-00-7640-		- 12 Moore Terrace 12 Moore Terrace				
188845		ROCCO CIUFALO PLUMBING LLC	1,500.00	RETURN OF ESCROW TO ROCCO CIUFALO PLUMBING & HEATING FOR WORK AT 12 MOORE TERRAC	07/28/2025	00/00/0000
Total: STREET INSPECTION ESCROW 12 Moore Terrace			1,500.00			
12-6720-00-7690-		- STREET INSPECTION ESCROW 12 Moore Terrace				
12-6720-00-7690-		- 44 Watchung Ave., WO 44 Watchung Ave., WO				
188846		A-SPEEDY SEWER AND DRAIN SERVI	1,500.00	RETURN OF ESCROW - A- SPEEDY SEWER & DRAIN SERVICE, INC FOR WORK AT 44 WATCHUNG	07/28/2025	00/00/0000
Total: STREET INSPECTION ESCROW 44 Watchung Ave., WO			1,500.00			
12-6720-00-8000-		- STREET INSPECTION ESCROW 44 Watchung Ave., WO				
12-6720-00-8000-023		- Street Inspection Escrow/567 Eagle Rock Ave Street Inspection Escrow/567 Eagle Rock Ave				
188847		AWESOME FLIPPERS	3,000.00	RETURN OF ESCROW - 567 EAGLE ROCK AVENUE (EAGLE STREET)	07/28/2025	00/00/0000
Total: STREET INSPECTION ESCROW Tompkins Street, WO			3,000.00			
12-6770-00-0240-		- STREET INSPECTION ESCROW Tompkins Street, WO				
12-6770-00-0240-		- RELIABLE WOOD PRODUCTS OPERATING ESCROW				
187541		WAYNE DEFEO, LLC	1,800.00	INV#0625WOCOm 2025 Env. Compliance Officer for the Recycling Center Class A,B,	03/27/2025	00/00/0000
Total: PROPERTY INSPECTION ESCROW RELIABLE WOOD PRODUCTS			1,800.00			
12-6770-00-8000-		- PROPERTY INSPECTION ESCROW RELIABLE WOOD PRODUCTS				
12-6770-00-8000-008		- Property Inspection/Seton Hall Prep Property Inspection/Seton Hall Prep				
188856		MATRIX NEW WORLD ENGINEERING,	617.50	INVOICE 57444 DATED 7/25/2025	07/29/2025	00/00/0000

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
Total: PROPERTY INSPECTION ESCROW PROPERTY INSPECTION ESCROW/ Name			617.50			
12-6830-00-0230- - PROPERTY INSPECTION ESCROW PROPERTY INSPECTION ESCROW/ Name						
12-6830-00-0230-010 - SPECIAL EVENTS SPECIAL EVENTS						
186790	131534	VILLAGE SUPERMARKET OF NJ	-132.18	INV#02960569313 2025 SPECIAL EVENT SUPPLIES	12/31/2024	07/23/2025
186790	131534	VILLAGE SUPERMARKET OF NJ	-21.72	INV# 02960364854 2025 SPECIAL EVENT SUPPLIES	12/31/2024	07/23/2025
186790	131569	VILLAGE SUPERMARKET OF NJ	21.72	INV#02960364854 2025 SPECIAL EVENT SUPPLIES	12/31/2024	07/23/2025
186790	131569	VILLAGE SUPERMARKET OF NJ	132.18	INV#02960569313 2025 SPECIAL EVENT SUPPLIES	12/31/2024	07/23/2025
Total: RECREATION TRUST FUND ROCK SPRING GOLF			0.00			
12-6830-00-0390- - RECREATION TRUST FUND ROCK SPRING GOLF						
12-6830-00-0390-010 - SUBURBAN TRACK & FIELD SUBURBAN TRACK & FIELD						
188794		REECE HUDSON	300.00	refund track program	07/23/2025	00/00/0000
188823		CHARLES TALLEY	1,540.00	mtl basketball official	07/25/2025	00/00/0000
188824		FRANK MIRENDA	560.00	basketball official	07/25/2025	00/00/0000
188825		ANTHONY ALLEN	910.00	basketball official	07/25/2025	00/00/0000
188826		TRACY STAMPER	840.00	basketball official	07/25/2025	00/00/0000
Total: RECREATION TRUST FUND SUBURBAN TRACK & FIELD			4,150.00			
12-6830-00-0440- - RECREATION TRUST FUND SUBURBAN TRACK & FIELD						
12-6830-00-0440-010 - MOUNTAINEER HOOP BASKETBALL MOUNTAINEER HOOP BASKETBALL						
188821		LEVI ALLEN	190.00	refund summer bb camp	07/25/2025	00/00/0000
Total: RECREATION TRUST FUND MOUNTAINEER HOOP BASKETBALL			190.00			
12-6830-00-0525- - RECREATION TRUST FUND MOUNTAINEER HOOP BASKETBALL						
12-6830-00-0525-010 - HANDICAPPED TRUST HANDICAPPED TRUST						
186788	131534	VILLAGE SUPERMARKET OF NJ	-166.45	2025 SPECIAL NEEDS PARTY SUPPLIES	12/31/2024	07/23/2025

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
186788	131570	VILLAGE SUPERMARKET OF NJ	166.35	INV#02960318447 #02960330323 #02960330032 2025 SPECIAL NEEDS PARTY SUP	12/31/2024	07/23/2025
186788		VILLAGE SUPERMARKET OF NJ	740.47	INV#02960313976 #02960201599 2025 SPECIAL NEEDS PARTY SUPPLIES	12/31/2024	00/00/0000
Total: RECREATION TRUST FUND HANDICAPPED TRUST			740.37			
12-6830-00-0930- - RECREATION TRUST FUND HANDICAPPED TRUST						
12-6830-00-0930-050 - LACROSSE PROGRAM LACROSSE PROGRAM						
188822		SAMANTHA DESRONVIL	130.00	lacrosse official	07/25/2025	00/00/0000
Total: RECREATION TRUST FUND LACROSSE PROGRAM			130.00			
12-6950-00-2560- - RECREATION TRUST FUND LACROSSE PROGRAM						
12-6950-00-2560- - EXTRA DUTY SOLUTIONS EXTRA DUTY SOLUTIONS						
188746	12200205	TOWNSHIP OF WEST ORANGE	43,300.00		07/15/2025	07/18/2025
188746	12200205	TOWNSHIP OF WEST ORANGE	10,982.50		07/15/2025	07/18/2025
188849	12200210	TOWNSHIP OF WEST ORANGE	22,080.00		07/29/2025	08/01/2025
188849	12200210	TOWNSHIP OF WEST ORANGE	81,125.00		07/29/2025	08/01/2025
Total: EXTRA DUTY SECURITY EXTRA DUTY SOLUTIONS			157,487.50			
Fund Total: 12			621,183.60			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
14-6040-00-0000-		- EXTRA DUTY SECURITY EXTRA DUTY SOLUTIONS				
14-6040-00-0000-010		- DEVELOPER'S FEE - COAH DEVELOPER'S FEE - COAH				
187540		STEVEN J. WEINBERG	450.00	(MORTGAGE SURCHARGE 4 PILLOT PL)2025 Housing Rehab Consultant not to exceed	03/27/2025	00/00/0000
188830		ELIOS HOME IMPROVEMENT LLC	25,000.00	WOHRP 17 Dean St (Alvez/Garcia))	07/25/2025	00/00/0000
Total: DEVELOPER'S FEE - COAH DEVELOPER'S FEE - COAH			25,450.00			
Fund Total: 14			25,450.00			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
18-6030-00-0590-		- DEVELOPER'S FEE - COAH				
	18-6030-00-0590-010	- FEDERAL FORFEITURE				
188884		MICHAEL GIOVINE	1,069.93	TO COVER THE COST OF REIMBURSEMENT FOR THE ACTIVE SHOOTER INSTRUCTOR TRAINING LO	07/30/2025	00/00/0000
Total: FEDERAL FORFEITURE			1,069.93			
Fund Total: 18			1,069.93			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
20-6800-00-7970- - FEDERAL FORFEITURE						
20-6800-00-7970- - PB-24-01/West Essex Highlands LLC PB-24-01/West Essex Highlands LLC						
188746	20200102	TOWNSHIP OF WEST ORANGE	350.00		07/15/2025	07/18/2025
188849	20200103	TOWNSHIP OF WEST ORANGE	350.00		07/29/2025	08/01/2025
Total: DEVELOPERS ESCROW PB-24-01/West Essex Highlands LLC			700.00			
20-6810-00-7960- - DEVELOPERS ESCROW PB-24-01/West Essex Highlands LLC						
20-6810-00-7960- - ZB-23-13/MPB Realty LLC ZB-23-13/MPB Realty LLC						
188792		CME ASSOCIATES	954.00	INV#378667 professional services	07/23/2025	00/00/0000
188828		SAVO, SCHALK, CORSINI, WARNER	97.50	Invoice 3862- professional services	07/25/2025	00/00/0000
188913		SAVO, SCHALK, CORSINI, WARNER	350.00	#3889 professional services	08/01/2025	00/00/0000
188917		JOSEPH FAGAN	175.00	special meeting 07.31.25	08/01/2025	00/00/0000
Total: DEVELOPERS ESCROW ZB-23-13/MPB Realty LLC			1,576.50			
20-6810-00-8100- - DEVELOPERS ESCROW ZB-23-13/MPB Realty LLC						
20-6810-00-8100- - ZB-24-12 / 33 MT. PLEASANT AVE. ZB-24-12 / 33 MT. PLEASANT AVE.						
188912		SAVO, SCHALK, CORSINI, WARNER	350.00	#3890 professional services	08/01/2025	00/00/0000
188917		JOSEPH FAGAN	175.00	special meeting 07.31.25	08/01/2025	00/00/0000
Total: DEVELOPERS ESCROW ZB-24-12 / 33 MT. PLEASANT AVE.			525.00			
20-6810-00-8110- - DEVELOPERS ESCROW ZB-24-12 / 33 MT. PLEASANT AVE.						
20-6810-00-8110- - ZB-24-15/42 Eagle Ridge Way ZB-24-15/42 Eagle Ridge Way						
188862		MATRIX NEW WORLD ENGINEERING,	172.50	INV#57443 PROFESSIONAL SERVICES	07/29/2025	00/00/0000
188769		NISHUANE GROUP LLC	2.25	INV#4449 PROFESSIONAL SERVICES	07/16/2025	00/00/0000
188814		SAVO, SCHALK, CORSINI, WARNER	156.00	INV#3864 PROFESSIONAL SERVICES	07/24/2025	00/00/0000
Total: DEVELOPERS ESCROW ZB-24-15/42 Eagle Ridge Way			330.75			
20-6810-00-8130- - DEVELOPERS ESCROW ZB-24-15/42 Eagle Ridge Way						

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
20-6810-00-8130-		- ZB-24-17/104 Winding Way WO	ZB-24-17/104 Winding Way WO			
188815		SAVO, SCHALK, CORSINI, WARNER	195.00	INV#3866 PROFESSIONAL SERVICES	07/24/2025	00/00/0000
188770		NISHUANE GROUP LLC	2.25	INV#4450 PROFESSIONAL SERVICES	07/16/2025	00/00/0000
Total: DEVELOPERS ESCROW ZB-24-17/104 Winding Way WO			197.25			
20-6810-00-8140-		- DEVELOPERS ESCROW ZB-24-17/104 Winding Way WO				
20-6810-00-8140-		- ZB-24-18/66 Franklin Ave, WO	ZB-24-18/66 Franklin Ave, WO			
188771		NISHUANE GROUP LLC	96.75	INV 4451 PROFESSIONAL SERVICES	07/16/2025	00/00/0000
Total: DEVELOPERS ESCROW ZB-24-18/66 Franklin Ave, WO			96.75			
20-6810-00-8150-		- DEVELOPERS ESCROW ZB-24-18/66 Franklin Ave, WO				
20-6810-00-8150-		- ZB-25-02 /12-22 Woodland Ave. ZB-25-02 /12-22 Woodland Ave.				
188772		NISHUANE GROUP LLC	87.50	INV#4452 PROFESSIONAL SERV	07/16/2025	00/00/0000
Total: DEVELOPERS ESCROW ZB-25-02 /12-22 Woodland Ave.			87.50			
20-6810-00-8160-		- DEVELOPERS ESCROW ZB-25-02 /12-22 Woodland Ave.				
20-6810-00-8160-		- ZB-25-04/410 Eagle Rock Ave	ZB-25-04/410 Eagle Rock Ave			
188773		NISHUANE GROUP LLC	175.00	INV#4453 PROFESSIONAL SERVICES	07/16/2025	00/00/0000
188774		CME ASSOCIATES	512.50	INV#378666 PROFESSIONAL SERVICE	07/16/2025	00/00/0000
Total: DEVELOPERS ESCROW ZB-25-04/410 Eagle Rock Ave			687.50			
Fund Total: 20			4,201.25			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
22-2010-00-6690- - DEVELOPERS ESCROW ZB-25-04/410 Eagle Rock Ave						
22-2010-00-6690-010 - BUDGET APPROPRIATION RECEIVED BUDGET APPROPRIATION RECEIVED						
188783	22200014	CLAIMS RESOLUTION CORPORATION	4,128.95	ROLLUPS/CLAIMS 07/08/2025	07/18/2025	07/18/2025
188788	22200015	CLAIMS RESOLUTION CORPORATION	27,171.23	ROLLUPS/07-21-2025 CLAIMS	07/22/2025	07/22/2025
22-2010-00-6690-022 - WORKERS COMP CLAIMS WORKERS COMP CLAIMS						
188805		GARDEN STATE MUNICIPAL JIF	7,694.04	INV#208804 sir1 june 2025	07/23/2025	00/00/0000
Total: EXPENDITURE CONTROL EXPENDITURE CONTROL			38,994.22			
Fund Total: 22			38,994.22			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
32-2010-00-1000- - EXPENDITURE CONTROL EXPENDITURE CONTROL						
32-2010-00-1000-010 - PAYROLL DEDUCTIONS PAYROLL DEDUCTIONS						
188744	32200012	TOWNSHIP OF WEST ORANGE	1,398.70		07/15/2025	07/18/2025
188746	32200013	TOWNSHIP OF WEST ORANGE	434.97		07/15/2025	07/18/2025
188848	32200014	TOWNSHIP OF WEST ORANGE	1,129.86		07/29/2025	08/01/2025
188849	32200015	TOWNSHIP OF WEST ORANGE	513.31		07/29/2025	08/01/2025
Total: EXPENDITURE CONTROL EXPENDITURE CONTROL			3,476.84			
Fund Total: 32			3,476.84			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
42-2020-00-0000- - EXPENDITURE CONTROL EXPENDITURE CONTROL						
42-2020-00-0000-142 - SALARIES & WAGES SALARIES & WAGES						
188744	42200019	TOWNSHIP OF WEST ORANGE	4,075.73		07/15/2025	07/18/2025
188744	42200019	TOWNSHIP OF WEST ORANGE	1,348.80		07/15/2025	07/18/2025
188744	42200019	TOWNSHIP OF WEST ORANGE	569.23		07/15/2025	07/18/2025
188744	42200019	TOWNSHIP OF WEST ORANGE	49.96		07/15/2025	07/18/2025
188744	42200019	TOWNSHIP OF WEST ORANGE	213.62		07/15/2025	07/18/2025
188848	42200021	TOWNSHIP OF WEST ORANGE	4,075.73		07/29/2025	08/01/2025
188848	42200021	TOWNSHIP OF WEST ORANGE	1,348.80		07/29/2025	08/01/2025
188848	42200021	TOWNSHIP OF WEST ORANGE	569.23		07/29/2025	08/01/2025
188848	42200021	TOWNSHIP OF WEST ORANGE	49.96		07/29/2025	08/01/2025
188848	42200021	TOWNSHIP OF WEST ORANGE	213.63		07/29/2025	08/01/2025
42-2020-00-0000-342 - OTHER EXPENSES OTHER EXPENSES						
188767	229	TOWNSHIP OF WEST ORANGE	0.10	test	07/16/2025	07/16/2025
188767	229	TOWNSHIP OF WEST ORANGE	-0.10	test	07/16/2025	07/16/2025
Total: SECTION 8 RESERVES SECTION 8 RESERVES			12,514.69			
Fund Total: 42			12,514.69			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
62-2010-00-6690-		- SECTION 8 RESERVES SECTION 8 RESERVES				
62-2010-00-6690-062		- MUNICIPAL INSURANCE MUNICIPAL INSURANCE				
188863		GARDEN STATE MUNICIPAL JIF	16,512.15	INV#209394 EPL/LEL/POL DEDUCT. AND CO INSURNANCE	07/29/2025	00/00/0000
Total: EXPENDITURE CONTROL EXPENDITURE CONTROL			16,512.15			
Fund Total: 62			16,512.15			

Purchase Order	Chk Num	Vendor	Amount	Invoice	P.O. Date	Paid Date
63-2010-00-6690-		- EXPENDITURE CONTROL EXPENDITURE CONTROL				
63-2010-00-6690-		- EXPENDITURE CONTROL HEALTH BENEIFT CLAIMS - IDA				
188785	63200016	MERITAIN HEALTH	78,192.68	07-15-2025 CLAIMS	07/21/2025	07/21/2025
188840	63200017	MERITAIN HEALTH	148,315.81	07-22-2025 CLAIMS	07/28/2025	07/28/2025
188919	63200018	MERITAIN HEALTH	275,008.40	07-29-25 CLAIMS	08/04/2025	08/04/2025
Total: EXPENDITURE CONTROL EXPENDITURE CONTROL			501,516.89			
Fund Total: 63			501,516.89			

Township of West Orange

Bills List by Fund

Total: 1,556.64

User: liliana 08/04/2025 13:36:37

Date: 08/05/2025 To 08/05/2025 Acc: 01- To 99-9999-99-9999-999

Fund	Amount
Fund Total: 18	1,556.64
Totals	1,556.64

RESOLUTION

*A Resolution Authorizing the Planning Board to Draft a Redevelopment Plan for Block 88, Lot 1
Pursuant to N.J.S.A. 40A:12A-1 et seq.*

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., provides a mechanism to empower and assist local governments in efforts to promote programs of redevelopment; and

WHEREAS, on December 14, 2021, the Township of West Orange (the “Township”) declared the entirety of the Municipality as an Area in Need of Rehabilitation in 2021 (Resolution No. 323-21); and

WHEREAS, the Township desires to explore whether the real property located at 80 Main Street, West Orange, New Jersey more commonly known as Block 88, Lot 17 on the Township of West Orange Tax Map, (the “Property” and/or “Study Area”) may be an appropriate for a Redevelopment Plan pursuant to N.J.S.A. 40A:12A-7(f); and

WHEREAS, pursuant to N.J.S.A. 40A:12A-7(f), the Township hereby desires to direct the Township of West Orange Planning Board to prepare a Redevelopment Plan after holding a public hearing concerning the Property and reviewing a package of materials appended hereto from the Property’s Ownership concerning the Property and potential permitted uses, rules and standards that would be set forth in a Redevelopment Plan; and

WHEREAS, as part of this process, the Property Owner shall pay into Escrow with the Township in the amount of \$15,000.00 within ten (10) days of the adoption of this Resolution and agrees to pay for any and all reasonable costs incurred by the Township of West Orange and Township Planning Board’s professionals in connection with the preparation of a Redevelopment Plan; and

WHEREAS, the Township Council, when considering the proposed Redevelopment Plan after it is referred back to the Township Council pursuant to N.J.S.A. 40A:12A-7(f), *may* amend or revise any portion of the proposed Redevelopment Plan by an affirmative vote of the majority of its full authorized membership and shall record in its minutes the reasons for each amendment or revision, should it choose to adopt the Redevelopment Plan.; and

NOW, THEREFORE, BE IT RESOLVED that the Township Council hereby directs the West Orange Planning Board to prepare a Redevelopment Plan after holding a public hearing concerning the Property and reviewing a package of materials appended hereto from the Property's Ownership concerning the Property and potential permitted uses, rules and standards that would be set forth in a Redevelopment Plan pursuant to *N.J.S.A. 40A:12A-7(f)*; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the Township Clerk, Chief Financial Officer and Township Planning Board and Planning Board Secretary; and

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

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

Joe Krakoviak
Council President

Adopted: August 12, 2025

RESOLUTION

WHEREAS, Savo Schalk Corsini, Warner, Gillespie, O’Grodnick & Fisher, P.A. (“Savo”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2025 for appointment as Zoning Board Attorney; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2025, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A;” and

WHEREAS, the Zoning Board has adopted a Resolution approving the retention of Savo as Zoning Board Attorney; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law; and

WHEREAS, the not to exceed amount herein does not include escrow payments which are paid by applicants pursuant to the Municipal Land Use Law and Township Ordinances; and

WHEREAS, for calendar date 2024 Savo was paid \$21,826.75 for escrow work and \$49,731.53 for non-escrow work which was premised on certain active prerogative writ litigation in the Superior Court of New Jersey due to the Board’s rejection of certain land use applications; and

WHEREAS, for calendar year 2025 to date, Savo has been paid \$22,765.40 for escrow and \$6,825.00 for non-escrow matters through June 30, 2025;¹

¹ These amounts are in addition to the monthly appearance payment of \$583.33 per month or \$7,000 per year which is non-escrow.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Zoning Board Attorney at the rates set forth in the agreement annexed hereto as Exhibit “**A;**” and it is further

RESOLVED, that for calendar 2025 the non-escrow fees and expenses shall not exceed (“NTE”) \$50,000; and it is further

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

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

Joe Krakoviak,
Council President

Adopted: August 12, 2025

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

John Ditinyak, Chief Financial Officer

AGREEMENT FOR ZONING BOARD LEGAL SERVICES

THIS AGREEMENT made and entered into on this 12th day of August, 2025 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,” party of the first part, and **STEVEN K. WARNER, ESQ. of SAVO, SCHALK, CORSINI, WARNER, GILLESPIE, O’GRODNICK & FISHER, P.A.**, Attorney at Law of the State of New Jersey, located at 56 E. Main Street, Suite 301, Somerville, New Jersey 08876, hereinafter referred to as “COUNSEL,” party of the second part.

WITNESSETH THAT:

WHEREAS, the Zoning Board of Adjustment (“BOARD”), pursuant to N.J.S.A. 40:55D-71, and the Governing Body of the TOWNSHIP have determined that it is in the best interests of the Zoning Board and the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Zoning Board Attorney;

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Zoning Board Attorney for the period January 1, 2025 through December 31, 2025.
2. The rate for attendance at special meetings requested by an applicant is \$750 per meeting. Any preparatory or post-meeting services including but not limited to drafting the Board resolution shall be charged at \$195 per hour. These services shall be paid from the escrow established by the applicant.

3. The annual rate for attendance at all regular meetings and services related to the regular meetings is \$7,000 per year. This shall only apply to non-escrow time spent during the meeting and all required preparation and post-meeting work related thereto.

4. The maximum amount for non-escrow services shall not exceed (“NTE”) \$50,000 for calendar year 2025. The hourly rate for all litigation related to decisions of the Zoning Board of Adjustment is \$195 which shall be paid by the Township.

5. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.

6. COUNSEL’S responsibilities shall include preparation for and attendance at all Zoning Board meetings, drafting all resolutions, and all Zoning Board related matters.

7. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds beyond the service contemplated herein. The TOWNSHIP shall not unreasonably withhold or delay its prompt approval for the payment of services rendered in this engagement.

8. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought. The TOWNSHIP shall not unreasonably withhold or delay the prompt approval and payment to COUNSEL for services rendered and the issuance of the requisite

purchase orders for same. All payments shall be made by the TOWNSHIP within sixty (60) days of receipt of invoices from COUNSEL unless a legitimate discrepancy exists as to whether the services billed were authorized.

9. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply where applicable to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed. Nothing contained herein shall preclude the Zoning Board of Adjustment from requesting services of COUNSEL which services, if reasonably requested and performed, shall be paid in accordance herewith, subject to the not to exceed amount set forth herein unless extended hereinafter.

10. COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than thirty (30) days subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

11. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

12. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

13. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.

14. The BOARD or COUNSEL may terminate this Agreement on thirty (30) days written notice.

15. COUNSEL reserves the right to utilize any other land use experienced attorney at the Savo firm to fulfill any of the services contemplated hereunder on the same terms set forth herein.

IN WITNESS WHEREOF, 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

**SAVO, SCHALK, CORSINI, WARNER,
GILLESPIE, O'GRODNICK & FISHER,
P.A., Attorneys for Zoning Board of
Adjustment Township of West Orange**

WITNESS:

By:_____
STEVEN K. WARNER, ESQ.

RESOLUTION

WHEREAS, Diana Powell McGovern, Esq. (“McGovern”) of Gaccione Pomaco P.C., responded to the Township’s Request for Qualifications pursuant to a fair and open process for the year 2025 for the position of Planning Board Attorney; and

WHEREAS, McGovern and her law firm have agreed to provide professional services for the calendar year 2025, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit “A”; and

WHEREAS, the Planning Board has adopted a Resolution approving the retention of McGovern and her firm as Planning Board Attorney; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law; and

WHEREAS, the not to exceed amount herein does not include escrow payments which are paid by applicants pursuant to the Municipal Land Use Law and Township Ordinances; and

WHEREAS, for calendar date 2024, McGovern and her firm were paid \$18,348.50 for escrow work and \$14,303.46 for non-escrow work; and

WHEREAS, for calendar year 2025 to date, McGovern and her firm have been paid \$3,853.82 for non-escrow and \$7,234.50 for escrow matters through June 9, 2025;¹

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form

¹ These amounts are in addition to the monthly appearance payment of \$583.33 per month or \$7,000 per year which is non-escrow.

annexed hereto, to retain McGovern to provide services as Planning Board Attorney at the rates set forth in the agreement annexed hereto as Exhibit “A”; and it is further

RESOLVED that for calendar 2025 the non-escrow fees and expenses shall not exceed (“NTE”) \$50,000.00; and it is further

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

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

Joe Krakoviak
Council President

Adopted: August 12, 2025

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

John Ditinyak, Chief Financial Officer

AGREEMENT FOR PLANNING BOARD LEGAL SERVICES

THIS AGREEMENT made and entered into on this 1st July, 2025 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," party of the first part, and **DIANA POWELL McGOVERN, ESQ.**, Attorney at Law of the State of New Jersey, and her law firm **GACCIONE POMACO, P.C.**, One Boland Drive, Suite 102, West Orange, New Jersey 07052, hereinafter referred to as "COUNSEL," party of the second part.

WITNESSETH THAT:

WHEREAS, the Planning Board, pursuant to N.J.S.A. 40:55D-71, and the Governing Body of the TOWNSHIP have determined that it is in the best interests of the Planning Board and the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Planning Board Attorney;

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

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Planning Board Attorney for the period January 1, 2025 through December 31, 2025.
2. The rate for attendance at special meetings requested by an applicant is \$750 per meeting. Any preparatory or post-meeting services including but not limited to drafting the Board resolution shall be charged at \$195 per hour. These services shall be paid from the escrow established by the applicant.

3. The annual rate for attendance at all regular meetings and services related to the regular meetings is \$7,000 per year. This shall only apply to non-escrow time spent during the meeting and all required preparation and post-meeting work related thereto.

4. The maximum amount for non-escrow services shall not exceed ("NTE") \$50,000 for calendar year 2025. The hourly rate for all litigation related to decisions of the Planning Board is \$195 which shall be paid by the Township.

5. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.

6. COUNSEL'S responsibilities shall include preparation for and attendance at all Planning Board meetings, drafting all resolutions, and all Planning Board related matters.

7. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds beyond the service contemplated herein. The TOWNSHIP shall not unreasonably withhold or delay its prompt approval for the payment of services rendered in this engagement.

8. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought. The TOWNSHIP shall not unreasonably withhold or delay the prompt approval and payment to COUNSEL for services rendered and the issuance of the requisite

purchase orders for same. All payments shall be made by the TOWNSHIP within sixty (60) days of receipt of invoices from COUNSEL unless a legitimate discrepancy exists as to whether the services billed were authorized.

9. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply where applicable to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed. Nothing contained herein shall preclude the Planning Board from requesting services of COUNSEL which services, if reasonably requested and performed, shall be paid in accordance herewith, subject to the not to exceed amount set forth herein unless extended hereinafter.

10. COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than thirty (30) days subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

11. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than \$1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

12. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

13. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.

14. The BOARD or COUNSEL may terminate this Agreement on thirty (30) days written notice.

15. COUNSEL reserves the right to utilize any other land use experienced attorney at the Gaccione firm to fulfill any of the services contemplated hereunder on the same terms set forth herein.

IN WITNESS WHEREOF, 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

GACCIONE POMACO P.C.

WITNESS:

Diana McCabe

By: Diana Powell McGovern, Esq.
DIANA POWELL McGOVERN, ESQ.

**A RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR THE PROVISION
AND SUPPORT OF PRIMEPOINT SOFTWARE TO SHI INTERNATIONAL THROUGH THE
NEW JERSEY COOPERATIVE PURCHASING ALLIANCE**

WHEREAS, the Township of West Orange has the need to update a current Payroll & time system; and

WHEREAS, SHI International of Somerset, NJ has submitted Quote #26448220 in the amount of \$126,201.30 that was presented to the Chief Financial Officer, providing for the Provision and Support of Primepoint software, a Digital payroll & time system; and

WHEREAS, pursuant to the provision made in the Local Public Contracts Law N.J.S.A. 40A:11-5(2) the Township as a Local Government Unit, may without public advertising for goods or services enter into contracts already secured by the United States of America, the State of New Jersey, County or Municipality; and

WHEREAS, the services as set forth in the Proposal submitted by SHI International will be procured through the Bergen County Cooperative Pricing System (New Jersey Cooperative Purchasing Alliance) via Contract No. CK04, subcontract 24-38 Computer Equipment and Peripherals; and

WHEREAS, the Township of West Orange is a member of the Bergen County Cooperative Pricing System; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract; and

NOW THEREFORE, BE IT RESOLVED, that the Council for the Township of West Orange, County of Essex, State of New Jersey award the contract for the Provision and Support of Primepoint to SHI International at an amount not to exceed \$126,201.30 for a one-year term, beginning upon program implementation and

BE IT FURTHER RESOLVED, that SHI International shall provide any and all compliance information requested by the Township of West Orange Office of Purchasing; and

BE IT FURTHER RESOLVED, that the Mayor, Town Administrator, or their designee are hereby authorized to execute any documents regarding the awarding of this contract, or take any action necessary to effectuate the spirit and purpose of this resolution.

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

Joe Krakoviak, Council President

Adopted: August 12, 2025

I certify funds are available in Account No. _____

John C. Ditinyak, Chief Financial Officer



Bi-Weekly HRMS, Payroll & Time Solution Proposal to be invoiced through SHI for: Township of West Orange

Prepared for: John Ditinyak
66 Main Street
West Orange, NJ 07052

Created by: Jerry Hampton
609-558-1219
jhampton@primepoint.com

Date: 10 / 17 / 2024

Primepoint LLC
2 Springside Road
Westampton, NJ 08060
800-600-5257
<https://primepoint.com/>

Table of Contents

I. About Primepoint

A. Primepoint's Technology

II. Transition to Primepoint's Services

A. Overview

III. Services & Pricing

A. HRMS Functions

B. Payroll Processing

C. Time & Labor Management

D. ACA Annual Reporting

E. Summary of Annualized Fees

F. Service Implementation Fee

G. Time and Labor Hardware Purchase

IV. HRMS Function Descriptions

V. References

VI. Acceptance

I. About Primepoint

A. Primepoint's Technology

PRIMEPOINT IS A HUMAN RESOURCE AND PAYROLL MANAGEMENT COMPANY OFFERING
PROPRIETARY CLOUD-BASED TECHNOLOGY THAT INTERGRATES:

Human Resource Management System

Provides the capability to manage an employee's work life from recruitment to separation

Payroll Management/Processing

Advanced technology creates streamlined payroll processing and reporting, as well as improved management of payroll finances and G/L entries

Reporting and remitting to Federal, 50 states & local tax jurisdictions

Time and Labor Management Solutions

SAAS system to manage both employee time worked and time off

Employee Scheduling

EmployeeXperience® Self-service Web Portal

Accessible via computer and Smartphone apps, includes single sign-on to time collection and benefits administration systems, enables on-boarding, online benefits enrollment, employee communications, and much more

Provides an Employee Support Center. We believe that this employee call center is vital to the successful use of an employee portal. This and future generations of employees are technologically aware and expect more sophisticated mobile-friendly tools to easily and quickly access information. We support your employees with not only a great tool, but also great support in its use. Our Employee Support Center is a standard service at no additional charge

Human Resource Support Services

Includes employee handbooks, HR help desk, job descriptions, and much more.

Benefit Management Including ACA Compliance and Reporting

Primepoint offers tools to measure and manage benefit eligibility and online benefits enrollment via Primepoint's EmployeeXperience®, the outcome of which will enable reporting as required under the Affordable Care Act (ACA)

II. Transition to Primepoint's Services

A. Overview

This will be the start of when you experience and appreciate the **Primepoint Experience™**. Primepoint offers a unique transition process designed to ensure new customers experience a smooth conversion to Primepoint's systems & services.

The Implementation Team will be by your side every step of the way.

- Made up of experienced professionals
- Has a wealth of experience transitioning customers
- Will be your direct contact during transition, when systems go live, and until all your expected services and solutions are completed and running smoothly

After the transition, Township of West Orange will be assigned to one of Primepoint's amazing service teams.

- Trained and experienced to serve the most sophisticated and complex clients
- Able to implement process improvements when needed or uncovered
- Turnover is very low, so you get to know the team members and the team members get to know you

NEW CUSTOMER SURVEY RESULTS

PRIMEPOINT IS KNOWN FOR PAINLESS TRANSITIONS WITH 97% OF TRANSITIONED CUSTOMERS SAYING THEY WERE VERY SATISFIED OR SATISFIED WITH THEIR CHANGE TO PRIMEPOINT AND THE TRANSITION WAS AS EASY AS OR EVEN EASIER THAN THEY EXPECTED.

Very Satisfied: 78%

Satisfied: 19%

Somewhat Satisfied: 2.6%

Not Satisfied: 0%



Transitioning to Primepoint Payroll & HRMS

INITIAL PHASE

When: Typically, 6-8 weeks prior to 1st payroll date

Duration: 1 hour

An Implementation Team Member will arrange a phone meeting to obtain the login credentials of your current system and to obtain additional information needed to establish your company in our system. An HR Solutions team member will arrange a phone meeting to discuss the timing and priorities of rolling out the HR system functions you have selected.

DISCOVERY PHASE

When: Preliminary data analysis has been performed

Duration: Varies

Your assigned Implementation Team Member will communicate with you via email and/or phone to discuss questions uncovered during data analysis as well as custom configuration projects, i.e. custom reports, earning codes, pay rates and data integrations, etc.

SYSTEM INTRODUCTION PHASE

When: After the final payroll is processed with your current provider

Duration: Estimated 1-2 hours

Your assigned Implementation Team Member will conduct an introduction on general system navigation and employee maintenance via a virtual meeting. Once completed, business users will be responsible for maintaining all data in Primepoint's system.

PROCESS PHASE

When: Day of your 1st payroll processing

Duration: Estimated 1-2 hours

Your assigned Implementation Team Member will conduct a virtual meeting to assist in executing the first payroll process.

HRMS ROLL-OUT PHASE

When: Varies

Duration: Varies based on the amount of technology purchased

Depending on the specific HRMS functions you have purchased, a Systems Support and/or HR Support Team Member will conduct a virtual training with the appropriate HR personnel from your company

HOW DID WE DO? PHASE

When: Post Implementation

Your Relationship Manager and/or support team is available for your feedback upon request to review and evaluate the sales and implementation process of the payroll system and HRMS functions



Transitioning to Primepoint Time & Labor

INITIAL PHASE

When: Typically, 6-8 weeks prior to 1st payroll date

You will need to provide copies of your personnel manual, CBA's and any memorandums that alter them and complete a Google startup form that Primepoint will provide to you.

DISCOVERY PHASE

When: Preliminary data analysis has been performed

You will need to submit the first tab of an excel workbook (Census information and approval workflow) that Primepoint will provide to you.

INSTALLATION PHASE

When: Approximately 1 month before 1st processing date (if applicable)

A Primepoint Time & Labor Specialist will assist IT remotely to install equipment.

SYSTEM INTRODUCTION PHASE

STEP 1 – SET UP REVIEW

- **When:** Approximately 10 days before Time Collection begins.
- **Duration:** Estimated 1-1.5 hours

STEP 2 - MANAGER TRAINING

- **When:** Approximately 1 Week before Time Collection begins (Approximately 3 weeks before Processing Date).
- **Duration:** Estimated 1 hour

A Primepoint Time & Labor Specialist will provide training via virtual meeting.

ROLL OUT PHASE

• STEP 1 – TIME OFF BALANCES

- **When:** Due 1 week after final payroll processing with prior provider (sooner if possible).

You will need to submit the second tab of an excel workbook (Remaining Accrual Balances) that Primepoint will provide to you.

PROCESS PHASE

When: 1 or 2 days before your 1st processing date.

Duration: Estimated 1 hour

Your Primepoint Time & Labor Specialist will assist with the transfer of file to the payroll worksheet for 1st payroll.

III. Services & Pricing

A. HRMS Functions

See "HRMS Function Descriptions" section for product details.

HRMS FUNCTIONS
Document Management
Employee Events Management
Employee HR Profile
Position Management
Recruitment Management
Report Builder - Standard System Feature
Role Based Security - Standard System Feature
Workflow
Benefits Management including ACA Compliance
Online Benefits Election

Totals below are estimates based on quantities provided to Primepoint in the discovery process.
Billing will be based on the number of unique employees paid each month.

HRMS FEES FOR FUNCTIONS LISTED ABOVE	RATE	QTY	MONTHLY SUBTOTAL
HRMS Functions Base Fee	\$425.00	1	\$425.00
Per Employee Per Month Fee	\$9.50	377	\$3,581.50

Total Monthly HRMS Fee \$4,006.50

Go to our [Website](#) to learn more about Primepoint's HR Solutions.

B. Payroll Processing

PAYROLL SERVICES INCLUDED

Business Access Payroll System
EmployeeeXperience® an Employee Self-service Portal
Payroll Tax Service to Federal, State and additional Tax Jurisdictions as Needed During Contract Period
Supply of Checks for Manual Check Processing
Direct Deposit Service
Pressure Sealed Check/Stub Service
New Hire Reporting
50+ Standard & Interactive Reports including PERS/PFRS IROC Reports
Group Term Life
Role Based Security
Report Builder
Garnishment Remittance Service
W-2 Processing
Agency Check Service
GL File for Munidex

Totals below are estimates based on quantities provided to Primepoint in the discovery process.

Billing will be based on the number of unique employees paid each month.

*Please note: If there is no payroll processing in a month there will be a charge for an inactive fee-
Base Processing fee/month + selected optional services fees (if applicable)

PAYROLL PROCESSING	RATE	QTY	SUBTOTAL
Payroll Technology Base Fee	\$100.00	1	\$100.00
Per Employee Per Month Fee	\$5.00	377	\$1,885.00
Includes services listed above			

Total Monthly Processing Fee \$1,985.00

C. Time & Labor Management

TIME MANAGEMENT FEATURES INCLUDED

Accurate and Efficient Cloud-based, Time and Labor Management Solution
Institution-wide time & attendance system
Employee time-worked tracking via web-enabled computer or smart phone application
Managers can conveniently view and and approve time sheets
Apply benefit-time/PTO policies to produce accurate time-off calculations for all employee groups
Load specific rules unique to both union and non-union employees
Employees can view their benefit-time/PTO activity & balances computer or smart phone application
Employees can request time-off via web-enabled computer or smart phone
Easy-to-use dashboard view configured for employees, managers and administrators
Worked-time information is automatically pushed into the payroll system
(a variety of time clock hardware options are available upon request)

SCHEDULER MODULE FEATURES INCLUDED

With your business metrics, this system can build and assign the schedule for you, using factors such as:
Employee Availability, Preferences, Seniority, Cost-center Budget, Skills, Trainings/Certifications
This system will help reduce labor costs (monitoring overtime), avoid over/under staffing as well as compliance risk.
Helps satisfy requirements by placing the properly credentialed person into the correct position.
This system will provide many helpful reports:
Open Shift, Scheduled to Actual, Schedule Summary by Department, Union, Employee, etc.
This system will enable employees to access and interact with their schedules through desktop or mobile device (deployed when ready). Employees can receive push notifications or email notifications when a new schedule is posted.

Total below is based upon employee quantities provided to Primepoint during the discovery process. Billing will be based on the number of individual employees with a time profile in the system each month.

TIME & LABOR MANAGEMENT	RATE	QTY	SUBTOTAL
Mid-Market Edition Base Fee	\$50.00	1	\$50.00
Includes the features listed above			
Per Employee Per Month Fee Time System	\$4.00	377	\$1,508.00
• includes all employees			

Per Employee Per Month Fee - Advanced Scheduler	\$3.50	178	\$623.00
• includes 98 Police & 80 Fire employees			

Total Monthly T&L Fee \$2,181.00

D. ACA Annual Reporting

Totals below are estimates based on quantities provided to Primepoint in the discovery process.
Billing will be based on the number of unique employees paid each month.

NAME	RATE	QTY	SUBTOTAL
Per 1095C	\$10.00	826	\$8,260.00
• This includes employees and retiree forms.			

Total ACA Reporting Fee \$8,260.00

E. Summary of Annualized Fees

NAME	RATE	QTY	SUBTOTAL
Estimated HRMS Fee	\$4,006.50	12	\$48,078.00
Estimated Payroll Processing Fee	\$1,985.00	12	\$23,820.00
Estimated T&L Management Fee	\$2,181.00	12	\$26,172.00
Estimated ACA Annual Reporting	\$8,260.00	1	\$8,260.00

Total Annualized Fee \$106,330.00

F. Service Implementation Fee

IMPLEMENTATION	FEE
Customized Service and System Configuration including Standard Training Standard Training is defined as "training to competency" with a maximum of 15 hours of web-based training. Additional web-based training is available upon request at \$150.00/hour. One Time Fee includes historic payroll data import from the current calendar year in which service begins. See Miscellaneous Services Section for fee to import additional historic payroll data.	\$9,000.00
Time & Labor Management System Configuration including Standard Training Standard Training is defined as "training to competency" with a maximum of 5 hours of web-based training. Additional web-based training available upon request at \$150.00/hour.	\$1,500.00
Scheduler System Configuration including Standard Training Standard Training is defined as "training to competency" with a maximum of 4 hours of web-based training. Additional web-based training available upon request at \$150.00/hour.	\$1,500.00

Total One Time Implementation Fee \$12,000.00

G. Time and Labor Hardware Purchase

PRODUCT	PRICE	QTY	SUBTOTAL
Primepoint offers a range of time clocks, as a current UKG user we may be able to use the existing clocks.	\$0.00	1	\$0.00
Total			\$0.00

Please note: Client is responsible for shipping charges and NJ sales tax where applicable.
Cost to be determined.

Shipping provider (Please choose a provider):

- ☐ Fedex Ground
- ☒ Fedex Overnight
- ☐ Bill to Shipper Identification Number
- ☐ Please provide estimated shipping charges

Sales tax (Please choose one):

- ☐ I am aware NJ sales tax will be added to the order.
- ☒ Our organization is sales tax exempt.

Delivery & Installation Information

Due to the rise in Covid-19 cases, the client will mount the hardware on the wall. Clock hardware requires power and ethernet run for each terminal.

Who should the hardware be sent to? John Ditinyak

Email Address: jditinyak@westorange.org

Phone Number: 973-325-4070

Address: 66 Main Street West Orange, NJ 07052

Clock & Warranty Information

- Time clock polling system requirements - Windows OS and Internet Connection.
- Customer is responsible for clock installation and for maintaining data and power connectivity (Ethernet and standard power outlet needed).
- Manufacturer's Warranty and Hardware Maintenance Program Information:
 - Timeclocks come with a 1 year manufacturer's warranty. Primepoint will arrange for repair and provide a loaner clock if needed by the next business day for any defective issue during the 1st year (excludes physical damage).
 - **You can opt in to Primepoint's hardware maintenance program** which will be billed annually beginning a year after clocks are installed to continue this coverage.
 - **You can opt out of Primepoint's hardware maintenance program.** Should you opt out and have an issue with the clock/s you assume responsibility for any service needed. The typical clock manufacturer charges \$175 for diagnosis + repair parts + labor + shipping. Typical repairs require 3-6 weeks during which time you will either be without your clock/s or you can rent a short term clock from Primepoint.
 - Annual Hardware Maintenance Program Price Per Clock
 - Synel - \$325.00
 - In Touch - \$350.00
 - ZK Ultima 5- \$95.00
 - Iris Time iT100-\$275.00

Do you want to Opt in or Opt out of the extended warranty? Opt Out

IV. HRMS Function Descriptions

Document Management

This module gives you the ability to upload company documents and forms for convenient administrative access and for employees to view in the self-service portal, EmployeeXperience. You can also upload a document that, upon logging into the EmployeeXperience, requires employee(s) to download and acknowledge reading. A record is kept of all acknowledgements.

Report Builder

This module gives you the ability to create customizable queries that open in MS Excel.

Recruitment Management & Applicant Tracking

This module helps you manage all the tasks associated with recruitment. Utilizing Primepoint's Recruitment Management & Applicant Tracking tool will help with all the tasks from creating a job opening, to creating the online application and collecting, organizing, and managing the applications, letters, resumes, and miscellaneous documents required.

The tool will also enable you to automate many aspects of the review process. For example, rules can be customized to filter applicants based on your criteria. Searches can be performed to identify applicants previously rejected or employed by the company. Folder structures can be customized to your needs to simplify ongoing information management and archival storage.

Once a person is considered a candidate, their information can be automatically passed along into the candidate part of the system, from which a hired individual's data can be automatically passed into the payroll processing, time & attendance, and basic HR system.

Document Management is required.

OSHA Reporting

This module gives you the ability to record OSHA & Workers Comp accidents/injuries and generate the required 300 and 301 reports.

Workflow

This module gives you the ability to create electronic processes that can allow for approvals, capture of electronic signatures, completion of digital forms and communication. For example, when you have a new hire you can use a workflow to notify department heads or executives of the changes and then communicate to tell IT to set up the email address or computer of the employee. Changing employee salaries or pay rates may need approval from one or more staff members. A workflow can be triggered to request electronic signatures from approvers. This function will enhance efficiency for the payroll/HR administrators, converting paper-driven processes to electronic processes, and centralizing the storage of important transactions with the HRMS system. Additionally, this module gives you the ability to electronically on-board new employees. New hires will receive an email from our system with a link to enroll into the EmployeeXperience, Primepoint's self-service portal. Once enrolled, new hires are asked to complete their system profile and important employment documents i.e. W-4, I-9 and other documents you require) Document Management is required.

Employee Events Management

This module will automatically track all system field changes, including the user who made the change, value of the field prior to the change, and date & time of the change. Users can log employee events in real-time, i.e. accidents, disciplinary actions, meeting notes, etc. Users can also schedule future events and be prompted when scheduled.

HRMS Function Descriptions continued on the next page

HRMS Function Descriptions continued

Role Based Security

This module gives you the ability to create user roles within the system. Roles can limit system access and/or edit rights. System users will then be assigned to the role appropriate for their position.

Employee HR Profile

This module gives you the ability to organize and maintain important information about each employee. (Performance Reviews, Education & Training Tracking, Compliance, Emergency Contacts, Dependents, Company Property, Education, Positions, etc.)

Benefits Management

***ACA Reporting and Compliance**

This module gives you the ability to manage all forms of employee benefits. The system will help you monitor benefit eligibility for variable-hour employees, keeping you in compliance with ACA. The system will also produce the required year-end ACA reporting.

***Employee Online Benefits Election (additional cost)**

This function gives your employees the ability to elect benefits via the employee self-service portal. Benefits Management and Document Management are required.

Position Management

This very powerful function will help you to view your business's staff in a new and much more efficient manner. It will assist with budget analysis, information reporting, help identify open positions, clarify the organizational structure, and much more including things unique to your business. You'll move from an employee-centric to a position-centric view of your staff, which will provide you with new insights into your business. Our HR team will help you create organizational positions, and apply to those positions all the important attributes, such as pay ranges (min - max), wage allocations, training, education, certifications, licenses, or whatever applies to your business. Additionally, this function streamlines your HR functions by making maintenance of employees more efficient and comprehensive as they may move from one position to another.

Employee Navigator Integration

The Primepoint / Employee Navigator integration will simplify your process of managing employee benefits. Increase efficiency and improve accuracy by syncing demographic and deduction data for real-time updates in both systems.

Basic Onboarding

This module gives you the ability to electronically on-board new employees. New hires will receive an email with a link to enroll into the EmployeeXperience, Primepoint's self-service portal. Once enrolled, new hires are asked to complete their system profile and the following important employment documents: Federal & State W-4 and I-9.

Total Compensation and Benefit Statements

Looking at a paycheck gives employees a sense of their value, but that isn't the whole picture. In fact, many don't realize that their compensation and benefits are actually much higher than what their paycheck shows. With Primepoint's personalized Total Compensation and Benefits Statements, you can show them what they're really worth. With this flexible function, you can choose which earnings, benefits and perks to include on your statements. You can also choose from several attractive templates. Simple pie charts illustrate the distribution of the various benefits. Statements are developed to be produced on an as-needed basis. This greatly enhances your employees' overall satisfaction.

V. References

Burlington Township Jodi Botlinger -HR,QPA 609-239-5832 192 employees Started 7/2/10 Previously used ADP	City of New Brunswick Rich Mulrine - CFO 732-745-5045 680 employees Started 1/4/14 Previously used ADP
City of Asbury Park JoAnn Boos-CFO 732-502-5709 726 employees Started 1/1/04 Previously used ADP	City of Hoboken Maria Pepe - Assistant Comptroller (201) 420-2022 650 employees Started 10/23/14 Previously used ADP
County of Union Lily Duran 908-527-4088 2800 employees Started 4/10/2014 Previously used a local service	Ewing Township Joanna Mustafa – CFO 609-883-2900x7601 423 employees Started 1/13/12 Previously used ADP
Princeton, A Municipal Corporation Jacqueline Nagin – CFO 609-497-7621 228 employees Started 1/9/09 Previously used ADP	Montgomery Township Darleen Hamilton 908-359-8211 x224 334 employees Started 1/1/09 Previously used ADP
Hillsborough Township Nancy Costa – CFO 908-369-4313 x110 183 employees Started 1/1/04 Previously used ADP	South Brunswick Township John Bolcato – CFO 732-329-4000 x7307 420 Employees Started 12/7/12 Previously used ADP

VI. Acceptance

BY SIGNING THIS PROPOSAL, TOWNSHIP OF WEST ORANGE:

- understands that pricing totals are estimates and based upon employee quantities provided to Primepoint and services requested during the discovery process. Primepoint will invoice based upon the actual number of unique employees paid each month.
- agrees to pay Primepoint the fees described above in accordance with the New Jersey Prompt Payment Act,
- understands that you are solely responsible for ensuring its pay rules are in full compliance with all Federal and State labor laws,
- authorizes Primepoint to move forward with the set-up of the above services.

☒ By checking this box, I accept the terms of this proposal and agree to the terms of the Primepoint Service Agreement below.

Primepoint:



10 / 17 / 2024
Jerry Hampton

Township of West Orange:



12 / 20 / 2024
John Ditinyak

Proposal is valid for 90 days.



Service Agreement

This Service Agreement ("Agreement") is between you ("Client") and Primepoint LLC, a New Jersey limited liability company (the "Company," "we," "us," or "our"). This Agreement contains the terms and conditions that govern your use of our payroll and HR platform (the "Platform"), our websites (www.primepoint.com) and all related sub domains (the "Website"), and the products and services we provide to you (the "Services" and collectively with the Platform and the Website, our "Suite of Services").

Please read these Terms of Service carefully before you start using any of our Suite of Services. By accepting electronically (clicking "I Accept"), installing, accessing or using Services, you agree to these terms. If you do not agree to this Agreement, then you may not use the Service. This Agreement contains the terms and conditions that govern the use of, and the terms and conditions upon which Primepoint, LLC ("Primepoint"), will provide to you, certain payroll processing, payroll tax service and other related payroll and HR services (collectively referred to as "Service"). The Service may be accessed through Primepoint's websites ("Service Sites").



Table of Contents

1. AGREEMENT TERM	3
2. DATA PROVISION & VERIFICATION	3
4. ACCOUNT DEBITING	4
5. ACH ORIGATION	5
6. SERVICE FEES & PAYMENT TERMS	7
7. SERVICE CHANGES	7
8. SECURITY	7
9. LIMITED SOFTWARE LICENSE	9
10. DISPUTE RESOLUTION	9
11. SERVICE TERMINATION	10
12. GENERAL TERMS AND CONDITIONS	10



1. AGREEMENT TERM

- a. Subject to your compliance with these Terms of Service, this Agreement shall continue in full force and effect for one (1) year from the date of the first payroll processed. Thereafter, this Agreement will automatically renew each subsequent year unless one of us gives written notice to the other, at least thirty (30) days prior to the end of the current term, of election not to renew (the initial term plus any renewal term(s) are referred to as the "Term").

2. DATA PROVISION & VERIFICATION

- a. Primepoint will notify Client via electronic communication or by other means when all data necessary to begin the Service has been received and the enrollment process has been completed. Client shall then, prior to submitting its first payroll, review for completeness and accuracy the Payroll Information (as hereinafter defined). For purposes of this Agreement, "Payroll Information" shall mean all information posted for Client's review on the specified portion of the Service Site including, but not limited to, that which is used to calculate and pay employee payroll, track Client defined employee benefits, pay payroll taxes to applicable taxing agencies in compliance with the laws and regulations of such taxing agencies, produce payroll tax returns and W-2 statements and print checks on Client's account (if applicable). Client must correct incorrect or missing Payroll Information, either by itself or by notifying Primepoint in the manner specified in the electronic communication and within the time period specified therein. Client shall be fully responsible for the accuracy of all information supplied by it and/or approved by it, including, without limitation any IRS or other penalties and/or interest arising there from.
- b. Client agrees that by submitting each payroll (including the first payroll): (i) Client has approved all Payroll Information, (ii) Client has waived and released any claim against Primepoint arising out of any errors in the Payroll Information which Client has not itself corrected or has not requested Primepoint to correct, and (iii) any subsequent request for corrections will be considered special handling for which additional fees may be charged. Final audit responsibility rests with Client. Primepoint will not have any responsibility for verifying the accuracy of any data Client provides or directly inputs via the Service Site or any other method.
- c. Primepoint may permit, but shall not be obligated to permit Client's Payroll Approver, a designated Client representative and/or designated Client Administrator to communicate with Primepoint by telephone, electronic mail or other means about the Service. Primepoint has implemented security procedures for the purpose of verifying the identity of Client's Payroll Approver, Client



representative and/or designated Client Administrator (as applicable), and other security protocols. Client acknowledges that the security procedures instituted by Primepoint are commercially reasonable methods of providing security that any Payroll Information, Entries or other instructions communicated to Primepoint will be deemed to have been fully authorized by Client and Client shall be fully responsible for the accuracy of such information including, without limitation, any IRS or other penalties and/or interest arising therefrom; and that, notwithstanding such deemed authorization, Primepoint may in its sole discretion refuse to accept or act upon any such instructions

3. TAX SERVICES

- a. In order for the Service to be instituted, Client must submit accurate wage and payroll information to Primepoint during the enrollment process. The wage and payroll information must be reconciled with Client's payroll tax returns for the current calendar year and Client's wage and payroll tax information for the current quarter. Thereafter, Client shall timely and accurately (a) update all wage and payroll information as necessary to reflect changes and (b) respond with additional information requested from time to time by Primepoint. It is Client's responsibility to submit complete and accurate information to Primepoint in connection with the Service. Any penalty or interest incurred due to inaccurate information provided by Client will be the sole responsibility of Client. Client further agrees to not hold Primepoint accountable for such liability. Primepoint, at its option, may decide not to file Client's payroll tax returns, pay Client's payroll taxes or otherwise process Client's payroll if there are any unresolved problems with any information requested by Primepoint or submitted by Client. Primepoint's sole liability and Client's sole remedy for Primepoint's negligent failure to perform the payroll tax portion of the Service shall be (i) Primepoint will remit the payroll taxes received from Client to the appropriate taxing authority and (ii) Primepoint will reimburse Client or pay directly to the appropriate taxing authority any penalties resulting from such negligent error or omission by Primepoint.

4. ACCOUNT DEBITING

- a. On or prior to Client's payroll direct deposit and/or payroll tax deposit date or other applicable settlement or due date, Client authorizes Primepoint to initiate debit entries to Client's account ("Client's Account") at the depository financial institution ("Depository"), and to debit Client's Account in such amounts as are necessary to (i) fund Client's direct deposits, (ii) pay any fees or charges associated with the Service, including, without limitation, finance charges, (iii) pay Client's payroll



taxes, (iv) pay any debit, correcting or reversing entry initiated pursuant to this Agreement which is later returned to Primepoint, and (v) pay any other amount that is owing under this Agreement or in connection with the Service. This authorization is to remain in full force and effect until Primepoint has received written notice from Client of its termination in such time and such manner as to afford Primepoint and Depository a reasonable opportunity to act upon it. Client will maintain in Client's Account as of the applicable settlement date and time immediately available funds sufficient to cover all credit entries Client originates through Primepoint. Client's obligation to pay Primepoint for each credit entry matures at the time Primepoint transmits or otherwise delivers the credit entry to the Automated Clearing House ("ACH") or gateway operator and is unaffected by termination of the Service. Primepoint may set off against any amount it or an Affiliate owes to Client in order to obtain payment of Client's obligation as set forth in this Agreement. Client acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S. law. Amounts withdrawn for payroll taxes will be held by Primepoint at Primepoint's financial institution (the "Payroll Tax Account") until such time as those payments are due to the appropriate taxing agencies, and no interest will be paid to the Client on these amounts.

- b. If Client does not have sufficient funds in Client's Account to pay disbursements, fees, payroll taxes or any other amounts due under this Agreement at the time required, or if Client refuses to pay, Primepoint may (i) debit the Payroll Tax Account or any account at Primepoint's financial institution or any Affiliate owned in whole or in part by Client to pay disbursements, fees or charges, payroll taxes, or other amounts due, (ii) refuse to pay any unremitted payroll taxes, in which case the payroll tax liability will become the sole responsibility of Client, (iii) refuse to perform further services, and/or (iv) immediately terminate this Agreement. Primepoint may recover from Client any costs including, without limitation, reasonable attorneys' fees and expert witnesses' fees Primepoint may incur in connection with any termination of this Agreement or collection of amounts due hereunder.

5. ACH ORIGINATION

- a. The Service will enable Client, by using the Service Site, to enter the Payroll Information and to approve and submit it to Primepoint for creation, formatting and transmission of Entries in accordance with the Rules. Primepoint may reject any Payroll Information or Entry which does not comply with the requirements in this Agreement or the Rules or with respect to which Client's Account does not



contain sufficient available funds to cover the payroll. If any Payroll Information or Entry is rejected, Primepoint will make a reasonable effort to notify Client promptly so that Client may correct such Payroll Information or request that the Primepoint correct the Entry and resubmit it. A notice of rejection will be effective when given. Primepoint will have no liability to Client by reason of the rejection of any Payroll Information or Entry, the fact that notice is not given at an earlier time than that provided for in this Agreement or for any loss resulting from Primepoint's failure to provide notice.

- b. Client will have no right to cancel or amend any Payroll Information received by Primepoint after it has been approved by Client's Payroll Approver and submitted to Primepoint. However, if Client's request complies with the security procedure, Primepoint may use reasonable efforts to act on it prior to transmitting the Entries to the ACH provider, but will have no liability if the cancellation or amendment is not affected. Client will reimburse Primepoint for any expenses, losses or damages Primepoint may incur in effecting or attempting to effect Client's request.
- c. Except for Entries created from Payroll Information that have been reapproved and resubmitted by Client in accordance with the requirements of this Agreement, Primepoint will have no obligation to retransmit a returned Entry to the ACH or gateway operator if Primepoint complied with the terms of this Agreement with respect to the original Entry.
- d. Primepoint will process the Payroll Information and Entries in accordance with its processing schedule, provided (i) the Payroll Information is approved by Client and received by Primepoint no later than Client's applicable cut-off time on a business day and (ii) the ACH is open for business on that business day. If Primepoint receives approved Payroll Information after Client's cut-off time, Primepoint will not be responsible for failure to process the Payroll Information on that day. If any of the requirements of clause (i) or (ii) of this Subsection are not met, Primepoint will use reasonable efforts to process the Payroll Information and transmit the Entries to the ACH with the next regularly scheduled file created by Primepoint which is on a business day on which the ACH is open for business.
- e. At Client's request, Primepoint will make a reasonable effort to reverse an Entry, but will have no responsibility for the failure of any other person or entity to honor Client's request. Client agrees to reimburse Primepoint for any expenses incurred in attempting to honor such request.
- f. Client acknowledges that it is the originator of each Entry and that under the Rules, Primepoint makes to Client's Depository bank certain warranties with respect to each Entry. Client agrees to reimburse Primepoint for any loss Primepoint incurs, including its reasonable attorneys' fees and legal expenses,



as the result of a breach of a warranty made by Primepoint unless the breach resulted solely from Primepoint's own gross negligence or intentional misconduct.

- g. Client acknowledges that under the Rules, Primepoint indemnifies certain persons. Client agrees to reimburse Primepoint any loss Primepoint incurs, including its reasonable attorneys' fees and legal expenses, as the result of the enforcement of an indemnity, unless enforcement resulted solely from Primepoint's own gross negligence or intentional misconduct.

6. SERVICE FEES & PAYMENT TERMS

- a. The fee structure for all Services offered by Primepoint to Client are detailed in the Service Proposal provided to Client. Payment terms are net 30 days if not specified in the proposal.

7. SERVICE CHANGES

- a. Primepoint reserves the right to change the terms, conditions, and fees for the Service at any time. Primepoint will endeavor to, but shall not be obligated to, provide thirty (30) days prior notice of any material change, including fees. Notice may be provided in writing, electronically or via the Website. If Client does not wish to be bound by such change, it may discontinue using and terminate the Service before the change becomes effective. If Client continues to use the Service after the change becomes effective, it will be bound by the change. Client has the responsibility to assure that Client's address, including any electronic address(es), and account information in Primepoint's records, is accurate. The timing of an advance notice of change may be shortened when permitted or required by law.

8. SECURITY

- a. Client will designate and authorize one or more individual users of the Service with authority to act on behalf of and to bind the Client (designated as "Master Administrator"), which authorized individuals will access the Service by entering a confidential user ID and password created by following the instructions provided on the a specified portion of the Service Site and which will entitle them, depending on their designation (whether as Client's Payroll Approver, Principal or



Administrator), to have authority to review, modify and/or approve on behalf of Client. Client's Payroll Approver will approve and submit the Payroll Information thereby authorizing Primepoint to create and transmit ACH credit or debit entries ("Entries"; each, an "Entry") necessary to process Client's payroll and payroll tax transactions, by entering his or her confidential user ID and password which he or she has created by following the instructions provided on the specified portion of the Service Site.

- b. Client acknowledges that Primepoint has implemented security procedures for the purpose of verifying the authenticity of an instruction approving, releasing, cancelling or amending the Payroll Information used to create Entries to be originated by Primepoint for the benefit of Client, and not for the purpose of detecting errors in Payment Orders. Client has reviewed various security procedures and has determined that the security procedures designated above constitute a commercially reasonable method of providing security against unauthorized Payment Orders and best meets Client's requirements, given the size, type and frequency of the Payment Orders it will issue to Primepoint.
- c. Client will, and will cause its employees to, take reasonable steps to maintain the confidentiality of the security procedure and the user IDs and passwords and related instructions provided by Primepoint. If Client believes or suspects that any such user IDs and passwords or related instructions have been known or accessed by unauthorized persons, Client will immediately notify Primepoint in a manner affording Primepoint a reasonable opportunity to act on the information, and Client acknowledges that failure to immediately notify Primepoint could result in loss of funds and unauthorized access to confidential information concerning Client and its employees. Primepoint reserves the right to prevent access to the Service should Primepoint have reason to believe the confidentiality of the security procedure or the confidentiality of the user IDs and passwords have been compromised.
- d. Client will be bound by any Payment Order received and verified by Primepoint in compliance with the designated security procedure, and Client shall indemnify Primepoint against and hold Primepoint harmless from any loss suffered or liability incurred by, or arising from, the execution of a Payment Order in good faith and in compliance with such security procedures.
- e. If a Payment Order describes the receiver inconsistently by name and account number (i) payment may be made on the basis of the account number even if it identifies a person different from the named receiver or (ii) Primepoint may in its sole discretion refuse to accept or may return the Payment Order. If a Payment Order describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper



identification of the financial institution. If a Payment Order identifies a non-existent or unidentifiable person or account as the receiver or the receiver's account, Primepoint may in its sole discretion refuse to accept or may return the Payment Order.

- f. Client will promptly notify Primepoint of the identity of each person authorized to receive information regarding the security procedure (each singly or in the aggregate, an "Authorized Person"), including but not limited to Client's Payroll Approver, and of any change in any other Authorized Person (Principal or Administrator). Primepoint will have a reasonable time after receipt of a notice to act on it.

9. LIMITED SOFTWARE LICENSE

- a. Primepoint hereby grants Client a limited, nonexclusive, royalty free license to access and utilize Primepoint's software (the "Software") solely for the purpose of facilitating Primepoint's collection of the wage and payroll information and other information Primepoint needs to furnish Services to Client. Client shall access the Software solely through Primepoint's Websites. Primepoint will not transfer legal title or physical possession of any Software to Client. Client shall not be entitled to download any Software onto Client's servers, to duplicate or make copies of any Software, or to use the Software for any purpose other than as described in this paragraph. Client also may not license, sublicense, or otherwise transfer any rights in the Software to another person or entity without the prior written permission and continued control of Primepoint. The parties acknowledge that the Software is of no intrinsic value to Client, and no portion of any of the fees related to the Service or charges paid by Client to Primepoint hereunder shall be treated as a royalty for the limited license that Primepoint is granting to Client hereunder.

10. DISPUTE RESOLUTION

- a. Client and Primepoint hereby knowingly, voluntarily, intentionally and irrevocably waive the right to a trial by jury in respect to any litigation based hereon or relating to the service or any other unresolvable dispute or controversy between the parties. Further, client and Primepoint hereby agree that any litigation will proceed on an individual basis and will not be part of any class action.
- b. Consent to Jurisdiction - Client and Primepoint each irrevocably submits (for itself and in respect of its property) to the exclusive jurisdiction of any state or federal



court sitting in Burlington County, New Jersey, in any action or proceeding arising out of, or relating to, this Agreement and acknowledges and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Client also agrees not to bring any action or proceeding arising out of, or relating to, this Agreement in any other court. Client waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought.

11. SERVICE TERMINATION

- a. Subject to Client's compliance with the terms of this Agreement and satisfactory completion of the enrollment process, Primepoint will commence provision of the Service to the Client. Primepoint may, at its discretion, decline to offer the Service to Client in the event that the enrollment process is not satisfactorily completed, Primepoint is unable to verify satisfactory credit of the Client and/or its principals and/or for any other reason in the sole discretion of Primepoint. The Service will continue until such time as Client or Primepoint gives thirty (30) days' prior written notice, unless termination is for cause. Primepoint may immediately terminate this Agreement upon notice to Client if Client is in violation of a material provision of the Contract Documents, including but not limited to, the payment when due of any fees, charges, or payroll taxes, or if Client chooses not to accept a change in any term or condition of this Agreement or Client misrepresents any data or information required by Primepoint in connection with the Service or at any other time. Primepoint may immediately terminate this Agreement without notice to Client if Client files, or has filed against it, a petition under the U.S. Bankruptcy Code or a similar state or federal law. The termination of the Service or this Agreement will not affect Client's or Primepoint's rights with respect to transactions which occurred before termination. Upon termination, any outstanding funds that have been previously collected, and will not be paid by Primepoint, LLC, will be returned to Client less any outstanding fees.

12. GENERAL TERMS AND CONDITIONS

- a. Primepoint, its employees and agents will hold in strict confidence all data furnished by Client or produced by Primepoint under this Agreement; provided, however, that such parties will not be held liable if such data is released through other sources, or if Primepoint, its employees and agents release the data because of a reasonable belief that Client has consented to such disclosure.
- b. To assure that Client's inquiries are handled promptly, courteously and accurately, Primepoint may monitor and/or record telephone conversations and electronic communications between Client and Primepoint without additional prior



notification to Client or Client's employees, and Client hereby consents to such monitoring and recording on behalf of itself and its employees, and will so advise Client's employees who communicate with Primepoint by telephone or electronic means.

- c. Client consents to and authorizes Primepoint at any time to obtain background and/or credit reports on Client for purposes of verifying identity and/or evaluating the creditworthiness of Client in connection with the Service and this Agreement.
- d. In performing the Service, Client agrees that Primepoint is not acting in a fiduciary capacity for Client or its benefit. In addition, neither use of the Service nor anything contained in this Agreement relieves Client of Client's obligations under federal or state laws or regulations to retain records relating to the data contained in Primepoint's tape or disk files.
- e. Client agrees to indemnify, defend and hold Primepoint and its agents, contractors, services and affiliates, including its and their respective directors, officers, employees, agents and contractors (each, an "Indemnified Party"), harmless against all liabilities, claims, demands, damages, losses, fines, judgments, disputes, costs, charges and expenses made by Client or others resulting from, arising out of or related to (i) Primepoint's or any other Indemnified Party's provision of the Service, (ii) reliance on information and data furnished by Client or (iii) activities that Primepoint or any other Indemnified Party undertakes at Client's request, or at the request of anyone Primepoint or any other Indemnified Party believes in good faith to be an authorized agent of Client including, without limitation, costs, reasonable attorneys' fees and expert witnesses' fees incurred in connection with such claims. Primepoint will have the right to disburse or withhold any sum which Primepoint is authorized to disburse or withhold. Client agrees that neither Primepoint nor any other Indemnified Party will be liable for any loss or damage caused by Primepoint's or any other Indemnified Party's delay in furnishing services, products and/or equipment. Client acknowledges that neither Primepoint nor any other indemnified party makes any warranties, express or implied, with respect to the Service, the software materials, the online services, and any equipment or software used in connection with the service, including without limitation the warranties of merchantability and of fitness for a particular purpose, title and non-infringement.
- f. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of New Jersey, without regard to the conflicts of laws principles thereof.
- g. Assignment. Client shall not assign this Agreement without the prior written consent of Primepoint. The provisions of this Agreement shall inure to the benefit



of, and be binding upon, the parties and their respective successors and permitted assigns. Primepoint may assign this Agreement at any time in its sole discretion.

- h. Electronic Transmission. The Agreement and any amendments hereto, by whatever means accepted, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effect as if it were an original signed version thereof delivered in person. At the request of Primepoint, Client shall execute or re-execute original forms of this Agreement and shall deliver them to Primepoint. Neither party hereto shall argue that a contract was not formed hereunder based on either (i) the use of electronic means to deliver a signature or to indicate acceptance of this Agreement or (ii) the fact that any signature or acceptance of this Agreement was transmitted or communicated through electronic means; and each party forever waives any related defense.



Signature Certificate

Reference number: 2MTQL-THVKB-8RYDE-6Y7VF

Signer

Timestamp

Signature

Jerry Hampton

Email: jhampton@primepoint.com

Sent:

19 Dec 2024 17:22:15 UTC

Signed:

19 Dec 2024 17:22:15 UTC



IP address: 76.116.206.64

Location: Moorestown, United States

John Ditinyak

Email: jditinyak@westorange.org

Sent:

19 Dec 2024 17:22:15 UTC

Viewed:

20 Dec 2024 14:51:17 UTC

Signed:

20 Dec 2024 14:55:26 UTC



Recipient Verification:

✓ Email verified

20 Dec 2024 14:51:17 UTC

IP address: 65.202.36.81

Location: West Orange, United States

Document completed by all parties on:

20 Dec 2024 14:55:26 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.



**RESOLUTION AUTHORIZING THE ISSUANCE OF A
DUPLICATE TAX SALE CERTIFICATE PURSUANT TO
N.J.S.A. 54:6-52.1**

WHEREAS, the Tax Collector of this municipality has previously issued a tax sale certificate to Trevor Lane which certificate is dated January 18, 2000 covering premises commonly known and referred to as Block 177.08 Lot 12 as set out on the municipal tax map then in use which certificate bears number #1085. An assignment of the tax sale certificate to Garden State Tax Liens, LLC was recorded with Essex County Clerk's office and recorded on January 24 , 2000 book 7436 page 434.

WHEREAS, the purchaser of the aforesaid tax sale certificate has indicated to the Tax Collector that they have lost or otherwise misplaced the original tax sale certificate and have duly filed the appropriate Affidavit of Loss with the Tax Collector, a copy of which is attached hereto.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Governing Body of the Municipality of the Township of West Orange that the Tax Collector of the municipality be and is hereby authorized, upon receipt of the appropriately executed and notarized Loss Affidavit and the payment of a fee of \$100.00 per certificate, to issue an appropriate duplicate tax sale certificate to the said purchaser covering the certificate lost as previously described all in accordance with the requirements of Chapter 99 of public Laws of 1997.

BE IT FURTHER RESOLVED that a copy of this Resolution and the Loss Affidavit be attached to the duplicate certificate to be issued to said purchased and that said duplicate certificate shall be stamped or otherwise have imprinted upon it the word "Duplicate" as required by law.

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

Joe Krakoviak
Council President

Adopted: August 12, 2025

R E S O L U T I O N

WHEREAS, on July 16th 2025, the Township's Department of Public Works Supervisor informed the Township Engineer that a section of pipe had collapsed at Minish (Lancaster) Park; and

WHEREAS, pursuant to the Local Public Contracts Law, Emergency Contracts, N.J.S.A. 40A:11.6a the Municipal Engineer on July 21, 2025 notified the Administration and Purchasing Agent of the need to perform an emergency contract for this work to repair the pipe; and

WHEREAS, on July 18th, 2025 the Township Engineer contacted the Shauger Group and conducted a field investigation and the storm sewer had collapsed in multiple locations and;

WHEREAS, the incident was reported to the New Jersey Department of Environmental Protection on July 18th, 2025 to which case # 25-07-18-1026-56 was issued and residents were informed; and

WHEREAS, 200 LF of 24" diameter corrugated metal pipe (RCP) was needed to be replaced; and

WHEREAS, to expedite the work and to perform the emergency repair of the storm sewer pipe at Minish (Lancaster) Park to protect public health and safety an emergency contract was issued to Shauger Property Services, Inc.; and

WHEREAS, Shauger Property Services, Inc. submitted an invoice for the replacement of the 24" storm sewers, backfill and park restoration dated July 30th, 2025 for the emergency repair in the amount of \$145,597.10; and

WHEREAS, the Municipal Engineer by letter dated August 1, 2025 recommends paying the costs of this emergency work; and

WHEREAS, sufficient funds exist for this work; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that an emergency appropriation in an amount not to exceed \$145,597.10 without authorization is

authorized to Shauger Property Services, Inc. for emergency storm sewer repair and restoration at Minish (Lancaster) Park.

BE IT FURTHER RESOLVED that this work was performed pursuant to the provisions of the Local Public Contracts Law, Emergency Contracts, N.J.S.A. 40A:11-6 as the work was required to protect public health and welfare.

Karen J. Carnevale, RMC, Municipal Clerk

Joe Krakoviak, Council President

I certify funds are available for this work

Account No. _____
\$145,597.10

John C. Ditinyak, Chief Financial Officer

Adopted: August 12, 2025



SHAUGER PROPERTY SERVICES, INC.

July 18, 2025

Ms. Zayibeth Caraballo
Township of West Orange DPW
25 Lakeside Avenue
West Orange, NJ 07052
zcarballo@westorange.org

Re: Installation of New 24-Inch Storm Main at Minish Park, West Orange, NJ location

Shauger Property Services, Inc. proposes to supply all mobilization, labor, material, equipment, and supervision necessary to provide the following for The Township of West Orange:

SCOPE OF WORK – Emergency Installation of New 24-inch Storm Main

- Mobilize to Minish Park with all necessary excavation equipment and safety measures.
- Excavate to expose existing 24-inch concrete storm main.
- Connect a new 24-inch perforated HDPE pipe to the existing storm main with a PVC to concrete coupling
- Run a new 24-inch HDPE perforated pipe approximately 180LF and wrap the pipe with Mirafi.
- Install 6-12inch of ¾" clean stone for pipe bedding under the new pipe.
- Install 20LF of solid HDPE pipe for the last leg of main to out flow
- At the outfall install a concrete scour/pad
- Install 6-12inch RIP RAP at the spillway for erosion control
- Backfill trench with DGA to 4" below grade with compaction
- - **PLEASE NOTE: (If existing soil is suitable for backfill Shauger will re-use)**
- Topsoil and seed trench area and all disturbed areas caused by construction
- Remove existing trees that are an obstruction and in line with storm main (Directed by Township Forester)

BUDEGTARY PROPOSAL COST: \$225,000.00

EXCLUSIONS:

- ◆ Police Traffic Directors
- ◆ No Parking Signs
- ◆ Permit Fees
- ◆ Rock Excavation
- ◆ Final Milling and Paving of Roadways
- ◆ Pavement Infrared
- ◆ Disposal of Contaminated Materials
- ◆ Unforeseen Utility Obstructions
- ◆ Downtime for Shutdowns (if necessary)
- ◆ Any work not specifically identified in this proposal.

All rates are based on Union wage labor being carried out during regular working hours requested. Certified payroll records to be provided if applicable. This proposal is valid for 30 days. The above project will be scheduled upon receipt of this signed proposal and the availability of material. Client is to provide all plans, specifications, if needed. All pricing excludes New Jersey Sales Tax. The purchaser shall provide an applicable tax exempt form.

PLEASE NOTE: In the event of a default necessitating legal proceedings for collection purposes, the customer shall pay Shauger Property Services, Inc. a sum equal to the actual cost of attorney's fees and disbursement for said collection.

AGREEMENT: If you agree with this proposal, please indicate your acceptance by signing below and returning a signed copy for our records. If a purchase order is required for processing of payment, please submit along with signed contract.

Approved By: _____

Date: _____

If you have any questions, please do not hesitate to contact me.

Respectfully Submitted,

SHAUGER PROPERTY SERVICES, INC.

Matthew P. Mulligan

Matthew P. Mulligan

President of Operations

429 Dodd Street ♦ East Orange, NJ 07017 ♦ Office: 973-676-2100 ♦ Fax: 973-676-8200 ♦ www.shauger.com
DCA: 1.800.242.5846 ♦ 13VH01533600

13VH01533600 DCA -1-800*-242-5846

Invoice

Invoice Number
E-113657

Invoice Date
Jul 30, 2025

Page
1

Shauger Property Services, Inc.
429 DODD STREET
EAST ORANGE, NJ 07017

Voice: 973-676-2100
Fax: 973-676-8200

Sold To:
TOWNSHIP OF WEST ORANGE
DEPT. OF PUBLIC WORKS
25 LAKESIDE AVENUE
WEST ORANGE, NJ 07052

Attn: ZAYIBETH CARBALLO
RE: TOWNSHIP OF WEST ORA

Job Number: PC25-053.02,10

Customer PO	Payment Terms	Due Date	Sales Rep ID
	Net 15 Days	8/14/25	

Quantity	Description	Unit Price	Extension
	JOB LOCATION: JOSEPH G. MINISH PARK,LANCASTER TERRACE, WEST ORANGE, NJ 07052 SCOPE OF WORK EMERGENCY - INSTALLATION OF NEW 24-INCH STORM MAIN PROPOSAL AND INVOICE BREAKDOWN ATTACHED; PROJECT PHOTOS INCLUDED WORK COMPLETED: 7/30/2025		145,597.10

	Subtotal	145,597.10
	Sales Tax	
	Total Invoice Amount	145,597.10
Check No	Payment Received	0.00
	TOTAL	145,597.10



SHAUGER PROPERTY SERVICES, INC.

INVOICE BREAKDOWN

OWNER:	TOWNSHIP OF WEST ORANGE							JOB NUMBER:	PC25-053			
PROJECT NAME:	JOSEPH G. MINISH PARK											
PROJECT ADDRESS:	LANCASTER TERRACE, WEST ORANGE											
DESCRIPTION OF WORK:	EMERGENCY - INSTALLATION OF NEW 24-INCH STORM MAIN							WORK COMPLETED:	07/30/25			
TRADE	DATE	QTY	RATE	R	OT	DT	EXTENDED	EQUIPMENT	RATE	QTY	HOURS	EXTENDED
OPERATOR FOREMAN	07/21/25	1	\$ 93.96	8	0.5		\$822.16	EXCAVATOR CAT 315	\$ 139.67	1	8.5	\$1,187.20
OPERATOR BENEFITS	07/21/25	1	\$ 40.40	8	0.5		\$353.50	SINGLE AXLE DUMP	\$ 58.48	2	8.5	\$994.16
LABORER CLASS C	07/21/25	3	\$ 70.63	8	0.5		\$1,854.07	UTILITY TRUCK	\$ 30.81	1	8.5	\$261.89
LABORER BENEFITS	07/21/25	3	\$ 39.13	8.5			\$997.82	BOBCAT	\$ 88.57	1	8.5	\$752.85
SUPERINTENDENT	07/21/25	1	\$ 164.10	8	0.5		\$1,435.88	EXCAVATOR CAT 308	\$ 105.69	1	8.5	\$898.37
								TRI-AXLE DUMP	\$ 105.17	1	8.5	\$893.95
								TRAILER-20 TON TAG ALONG	\$ 33.55	1	8.5	\$285.18
								TRENCH COMPACTOR	\$ 149.63	1	8.5	\$1,271.86
OPERATOR FOREMAN	07/22/25	1	\$ 93.96	8	0.5		\$822.16	EXCAVATOR CAT 315	\$ 139.67	1	8.5	\$1,187.20
OPERATOR BENEFITS	07/22/25	1	\$ 40.40	8	0.5		\$353.50	SINGLE AXLE DUMP	\$ 58.48	2	8.5	\$994.16
LABORER CLASS C	07/22/25	3	\$ 70.63	8	0.5		\$1,854.07	UTILITY TRUCK	\$ 30.81	1	8.5	\$261.89
LABORER BENEFITS	07/22/25	3	\$ 39.13	8.5			\$997.82	BOBCAT	\$ 88.57	1	8.5	\$752.85
SUPERINTENDENT	07/22/25	1	\$ 164.10	8	0.5		\$1,435.88	EXCAVATOR CAT 308	\$ 105.69	1	8.5	\$898.37
								TRI-AXLE DUMP	\$ 105.17	1	8.5	\$893.95
								TRAILER-20 TON TAG ALONG	\$ 33.55	1	8.5	\$285.18
								TRENCH COMPACTOR	\$ 149.63	1	8.5	\$1,271.86
OPERATOR FOREMAN	07/23/25	1	\$ 93.96	8	0.5		\$822.16	EXCAVATOR CAT 315	\$ 139.67	1	8.5	\$1,187.20
OPERATOR BENEFITS	07/23/25	1	\$ 40.40	8	0.5		\$353.50	SINGLE AXLE DUMP	\$ 58.48	2	8.5	\$994.16
LABORER CLASS C	07/22/25	3	\$ 70.63	8	0.5		\$1,854.07	UTILITY TRUCK	\$ 30.81	1	8.5	\$261.89
LABORER BENEFITS	07/22/25	3	\$ 39.13	8.5			\$997.82	BOBCAT	\$ 88.57	1	8.5	\$752.85
SUPERINTENDENT	07/22/25	1	\$ 164.10	8	0.5		\$1,435.88	EXCAVATOR CAT 308	\$ 105.69	1	8.5	\$898.37
								TRI-AXLE DUMP	\$ 105.17	1	8.5	\$893.95
							\$0.00	TRAILER-20 TON TAG ALONG	\$ 33.55	1	8.5	\$285.18
								TRENCH COMPACTOR	\$ 149.63	1	8.5	\$1,271.86
OPERATOR FOREMAN	07/24/25	1	\$ 93.96	8	0.5		\$822.16	EXCAVATOR CAT 315	\$ 139.67	1	8.5	\$1,187.20
OPERATOR BENEFITS	07/24/25	1	\$ 40.40	8	0.5		\$353.50	SINGLE AXLE DUMP	\$ 58.48	2	8.5	\$994.16
LABORER CLASS C	07/24/25	3	\$ 70.63	8	0.5		\$1,854.07	UTILITY TRUCK	\$ 30.81	1	8.5	\$261.89
LABORER BENEFITS	07/24/25	3	\$ 39.13	8.5			\$997.82	BOBCAT	\$ 88.57	1	8.5	\$752.85
SUPERINTENDENT	07/24/25	1	\$ 164.10	8	0.5		\$1,435.88	EXCAVATOR CAT 308	\$ 105.69	1	8.5	\$898.37
								TRI-AXLE DUMP	\$ 105.17	1	8.5	\$893.95
							\$0.00	TRAILER-20 TON TAG ALONG	\$ 33.55	1	8.5	\$285.18
								TRENCH COMPACTOR	\$ 149.63	1	8.5	\$1,271.86
OPERATOR FOREMAN	07/25/25	1	\$ 93.96	8	0.5		\$822.16	EXCAVATOR CAT 315	\$ 139.67	1	8.5	\$1,187.20
OPERATOR BENEFITS	07/25/25	1	\$ 40.40	8	0.5		\$353.50	SINGLE AXLE DUMP	\$ 58.48	2	8.5	\$994.16
LABORER CLASS C	07/25/25	3	\$ 70.63	8	0.5		\$1,854.07	UTILITY TRUCK	\$ 30.81	1	8.5	\$261.89
LABORER BENEFITS	07/25/25	3	\$ 39.13	8.5			\$997.82	BOBCAT	\$ 88.57	1	8.5	\$752.85
SUPERINTENDENT	07/25/25	1	\$ 164.10	8	0.5		\$1,435.88	EXCAVATOR CAT 308	\$ 105.69	1	8.5	\$898.37
								TRI-AXLE DUMP	\$ 105.17	1	8.5	\$893.95
							\$0.00	TRAILER-20 TON TAG ALONG	\$ 33.55	1	8.5	\$285.18
								TRENCH COMPACTOR	\$ 149.63	1	8.5	\$1,271.86
OPERATOR FOREMAN	07/28/25	1	\$ 93.96	8	0.5		\$822.16	EXCAVATOR CAT 315	\$ 139.67	1	8.5	\$1,187.20
OPERATOR BENEFITS	07/28/25	1	\$ 40.40	8	0.5		\$353.50	SINGLE AXLE DUMP	\$ 58.48	2	8.5	\$994.16
LABORER CLASS C	07/28/25	3	\$ 70.63	8	0.5		\$1,854.07	UTILITY TRUCK	\$ 30.81	1	8.5	\$261.89
LABORER BENEFITS	07/28/25	3	\$ 39.13	8.5			\$997.82	BOBCAT	\$ 88.57	1	8.5	\$752.85
SUPERINTENDENT	07/28/25	1	\$ 164.10	8	0.5		\$1,435.88	EXCAVATOR CAT 308	\$ 105.69	1	8.5	\$898.37
								TRI-AXLE DUMP	\$ 105.17	1	8.5	\$893.95
							\$0.00	TRAILER-20 TON TAG ALONG	\$ 33.55	1	8.5	\$285.18
								TRENCH COMPACTOR	\$ 149.63			\$0.00
OPERATOR FOREMAN	07/29/25	1	\$ 93.96	8	1		\$892.63	EXCAVATOR CAT 315	\$ 139.67	1	9	\$1,257.03
OPERATOR BENEFITS	07/29/25	1	\$ 40.40	8	0.5		\$353.50	SINGLE AXLE DUMP	\$ 58.48	2	8.5	\$994.16
LABORER CLASS C	07/29/25	3	\$ 70.63	8	0.5		\$1,854.07	UTILITY TRUCK	\$ 30.81	1	8.5	\$261.89
LABORER BENEFITS	07/29/25	3	\$ 39.13	8.5			\$997.82	BOBCAT	\$ 88.57	1	8.5	\$752.85
SUPERINTENDENT	07/29/25	1	\$ 164.10	8	0.5		\$1,435.88	EXCAVATOR CAT 308	\$ 105.69	1	8.5	\$898.37
								TRI-AXLE DUMP	\$ 105.17	1	8.5	\$893.95
							\$0.00	TRAILER-20 TON TAG ALONG	\$ 33.55	1	8.5	\$285.18
								TRENCH COMPACTOR	\$ 149.63	1	8.5	\$1,271.86
OPERATOR FOREMAN	07/30/25	1	\$ 93.96	3.5	0.5		\$399.33	EXCAVATOR CAT 315	\$ 139.67	1	4	\$558.68
OPERATOR BENEFITS	07/30/25	1	\$ 40.40	3.5	0.5		\$171.70	SINGLE AXLE DUMP	\$ 58.48	2	4	\$467.84



SHAUGER PROPERTY SERVICES, INC.

INVOICE BREAKDOWN

OWNER:	TOWNSHIP OF WEST ORANGE									JOB NUMBER:	PC25-053		
PROJECT NAME:	JOSEPH G. MINISH PARK												
PROJECT ADDRESS:	LANCASTER TERRACE, WEST ORANGE												
DESCRIPTION OF WORK:	EMERGENCY - INSTALLATION OF NEW 24-INCH STORM MAIN										WORK COMPLETED:	07/30/25	
TRADE	DATE	QTY	RATE	R	OT	DT	EXTENDED	EQUIPMENT	RATE	QTY	HOURS	EXTENDED	
LABORER CLASS C	07/30/25	3	\$ 70.63	3.5	0.5		\$900.55	UTILITY TRUCK	\$ 30.81	1	4	\$123.24	
LABORER BENEFITS	07/30/25	3	\$ 39.13	3.5	0.5		\$498.91	BOBCAT	\$ 88.57	1	4	\$354.28	
SUPERINTENDENT	07/30/25	1	\$ 164.10	3.5	0.5		\$697.43	EXCAVATOR CAT 308	\$ 105.69	1	4	\$422.76	
								TRI-AXLE DUMP	\$ 105.17	1	4	\$420.68	
								TRENCH COMPACTOR	\$ 149.63	1	4	\$598.52	
							\$0.00	TRAILER-20 TON TAG ALONG	\$ 33.55	1	4	\$134.20	
TOTAL LABOR:				546	26	0	\$40,982.34	TOTAL EQUIPMENT:					\$47,696.16
MATERIAL USED				QTY	UN	UNIT PRICE	EXTENDED	SUBCONTRACT		TRADE		AMOUNT	
PERFORATED SURE LOCK 24"X20' / FT				180.00	FT	\$ 35.98	\$ 6,476.40	COBA TREE SERVICE		Tree Removal		\$16,500.00	
SOLID SURE-LOCK 24"X20' PIPE / FT				20.00	FT	\$ 35.98	\$ 719.60	AJACO TOWING		(2) DELIVERIES		\$200.00	
MAR-MAC 24" COUPLER / EA				1.00	EA	\$ 179.63	\$ 179.63						
MIRAFI 140N (12.5X360') 500 SY / EA				1.00	EA	\$ 406.00	\$ 406.00						
24 ADS SPLIT COUPLING ST ADS # 2465AA / EA				2.00	EA	\$ 96.99	\$ 193.98						
RIP RAP				25.22	TNS	\$ 30.00	\$ 756.60						
STONE - 3/4" CLEAN W/ TRUCKING / TON and Delivery				150.00	TON	\$ 35.00	\$ 5,250.00						
NJDOT/DGA W/ TRUCKING / TON- and Delivery				80.00	TON	\$ 37.00	\$ 2,960.00						
CONCRETE - 5000 DESIGN CONCRETE PER CY				3.00	YARD	\$ 225.00	\$ 675.00						
TOPSOIL DC&S / YD DELIVERED				50.00	YDS	\$ 39.68	\$ 1,984.00	TOTAL SUBCONTRACT:				\$16,700.00	
CONCRETE READY MIX 5000 PSI				3.00	BG	\$ 8.92	\$ 26.76	TRAFFIC CONTROL		INVOICE #		TOTAL	
HAY BALE / BALE				150	Lb	\$ 8.00	\$ 1,200.00						
SEED (50LB) BAG				2	Ea	\$ 239.99	\$ 479.98						
DISPOSAL TREE STUMPS				30	CY	\$ 30.00	\$ 900.00						
4X50 EZSTRAW BLANKET				2	EA	\$ 22.00	\$ 44.00						
DISPOSAL OF CLEAN SOIL / TON				77.00	TON	\$ 39.50	\$ 3,041.50						
TOTAL MATERIAL:							\$25,293.45	TOTAL TRAFFIC CONTROL:				\$0.00	
Labor Cost								\$40,982.34					
Markup on Labor						20%		\$8,196.47					
								\$25,293.45					
Markup on Material						20%		\$5,058.69					
Equipment Cost								\$47,696.16					
Markup on Equipment						0%		\$0.00					
Subcontractor Cost								\$16,700.00					
Markup on Subcontractors						10%		\$1,670.00					
Traffic Control Cost:								\$0.00					
Markup on Traffic Control:						0%		\$0.00					
INVOICE TOTAL:												\$145,597.10	

A RESOLUTION APPROVING A PROPOSAL FROM MATRIX NEW WORLD FOR ENVIRONMENTAL SERVICES AT ROCK SPRING GOLF CLUB LOCATED AT 90 ROCK SPRING ROAD

WHEREAS, on July 31, 2025, the Township of West Orange (the “Township”) received a proposal from Matrix New World Engineering, Land Surveying, and Landscape Architecture, P.C. (“Matrix”) to perform environmental services at: 90 Rock Spring Road known as the Rock Spring Golf Club, West Orange, New Jersey, also known as Block 160-Lots 2 & 10, Block 1601.01-Lots 30 & 34 and Block 46.01-Lot 22 on the Township of West Orange Tax Map; and

WHEREAS, the New Jersey Department of Environmental Protection (NJDEP) approved a grant to the Green Acres Program for the Rock Spring Golf Club; and

WHEREAS, part of the requirements of the procedural process was for the Township to submit a Preliminary Assessment Report (PAR) for NJDEP Green Acres program to review; and

WHEREAS, the work will consist of Matrix conducting investigation for two (2) Areas of Concern (AOCs) as outlined in the PAR as required by NJDEP and Green Acres Program prior to the disbursement of funds for the grant; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township accepts the proposal from Matrix attached herein as Exhibit “A,” not to exceed **\$15,050.00** to complete the scope of work;

AND 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

Joe Krakoviak, Council President

Adopted: August 12, 2025

I hereby certify funds are available from:

ACCOUNT NO.

**2025 Capital Budget
Account #03-2661-21-0400-110
\$15,050.00**

John C. Ditinyak, Chief Financial Officer

Via Email (zcarballo@westorange.org)

July 31, 2025

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

**RE: PROPOSAL FOR ENVIRONMENTAL SERVICES
ROCK SPRING GOLF COURSE
BLOCK 160, LOTS 2 & 10; BLOCK 160.01, LOTS 30 & 34; and Block 46.01, LOT 22
90 ROCK SPRING ROAD
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY
MATRIX JOB NO. 19-159**

Dear Ms. Carballo:

At your request, Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. (Matrix) is pleased to provide this proposal to the Township of West Orange (Township) for the performance of Site Investigation (SI) activities for the above-referenced property (Site) located in West Orange, New Jersey.

SITE BACKGROUND

The approximately 137.92-acre Site is currently operated as a country club and 18-hole golf course. The Site is bordered by Northfield Avenue to the north, residences to the east and south, and park space and residences to the west. The golf course was established and has been in operation since 1925.

In February 2019, Matrix prepared a Preliminary Assessment Report (PAR) for the Site. As a result of the PAR, 14 Areas of Concern (AOCs) were identified throughout the Site, of which, further investigation was recommended for two (2) AOCs including:

- AOC-2 – Former Underground Storage Tanks (USTs), and
- AOC-11 – Historic Fill Material

In December 2024, the New Jersey Department of Environmental Protection (NJDEP) approved Green Acres Grant funding for the Site to the Township. As required by the Green Acres rules, N.J.A.C. 7:36-8.2, AOCs identified during completion of a PAR must be addressed to the NJDEP's satisfaction prior to disbursement of any funding associated with the Green Acres Grant program. Additional information was provided to Green Acres Grant program with regards to AOC-2 as the former USTs were closed out with the NJDEP and a Groundwater Remedial Action Permit (RAP) has been approved by the NJDEP for the benzene groundwater impacts associated with the former USTs.

As a result of the Green Acres review of the February 2019 PAR prepared for the Township, the NJDEP indicated that further investigation is required to address the potential historic fill material (HFM) (AOC-2) at the Site prior to the disbursement of any funding associated with the Grant.

PROPOSED SCOPE OF SERVICES

Based on review of the NJDEP's NJ-GeoWeb database, a small portion of the Site, approximately 3.4 acres in total, along the eastern property boundary is located in an area of mapped HFM. Approximately 1.39 acres of mapped HFM is located within Block 160, Lot 10; and the entirety of Block 46.01, Lot 22 (1.986 acres) is mapped HFM. The purpose of the proposed SI activities is to confirm the presence and

nature of HFM at the Site. Based on the location of the potential HFM, Matrix proposes the installation of a limited number of soil borings to complete the SI activities.

The proposed work will be completed in accordance with the Site Remediation Reform Act (SRRA), N.J.S.A 58:10C-1 et seq., the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), N.J.A.C. 7:26C, the Technical Requirement for Site Remediation (TRSR), N.J.A.C. 7:26E, and the NJDEP's *Historic Fill Material Technical Guidance* document (April 2013).

Task 1 – Phase II Site Investigation Activities

Based on the NJDEP GIS Map and NJDEP's GeoWeb, there is potential for impacts associated with HFM in limited areas along the eastern portion of the Site.

Matrix will mobilize to the Site with a New Jersey-licensed driller to oversee the installation of six (6) soil borings throughout the mapped areas of HFM utilizing Geoprobe® Direct Push technology to determine if HFM is present and, if present, determine the nature and general extent of the HFM. The Geoprobe samples will be lined with five-foot dedicated acetate sleeves and advanced to approximately 10 feet, below grade (ft, bg). The material collected within each boring will be field-screened for the presence of volatile organic compounds (VOCs) with a photo-ionization detector (PID) and visually inspected for the presence of HFM. If HFM is identified, it can be assumed that soil and groundwater is impacted without sampling. When assuming HFM is impacted, an LSRP will need to be retained, and a Confirmed Discharge Notification (CDN) must be submitted to the NJDEP. In addition, institutional (i.e., Deed Notice for soil and Classification Exception Area for groundwater) and engineering controls (i.e., capping and/or fencing to restrict access to the areas) will be required. A Remedial Action Permit (RAP) for soil and groundwater will also need to be applied for with the NJDEP prior to the submission of a Response Action Outcome (RAO) by the LSRP.

A separate proposal will be prepared should it be determined that historic fill is present for either the delineation and sampling of the material to confirm it is impacted and/or the completion of a Deed Notice/CEA and RAP for soil and groundwater if assuming impacted (no sampling) or confirmed impacted (with sampling).

Task 2 – Phase II Report Preparation and Project Management

Following receipt of the results, Matrix will prepare a SI report detailing the results of the work completed as part of Task 1. A draft report will be prepared 30 days after the last set of data is received. A final report will be submitted two weeks following receipt of client comments.

PROJECT COST AND SCHEDULE

The total cost to conduct the SI activities for the Site is **\$15,050.00**.

Task 1 – SI Investigation Activities

Labor	\$ 2,820.00
Direct Expenses (Driller/Travel)	\$ 4,890.00
Task 1 Estimated Costs	\$ 7,710.00

Task 2 – SI Report

Labor	\$ 7,340.00
Task 2 Estimated Costs	\$ 7,340.00

TOTAL ESTIMATED COSTS\$15,050.00

The SI will be completed in accordance with Matrix's Terms and Conditions (Attachment 1). Matrix is prepared to start work on this project immediately after receipt of the notice to proceed. The return of a signed copy of this letter shall constitute authorization to proceed. We thank you for the opportunity to be of service to you on this project.

ASSUMPTIONS AND EXCLUSIONS

This proposal is based on the following assumptions:

- Costs assume that all areas are accessible for inspection;
- No additional assessment, investigation or remediation activities are included;
- No client meetings will be required;
- Costs do not include soil and/or groundwater sampling activities;
- Costs do not include future soil or groundwater remediation;
- Costs do not include any additional NJDEP notification or reporting fees;
- Costs for drilling are included; and
- All external costs will be charged at cost plus 15%.

We thank you for the opportunity to be of service to you on this project. If you have any questions or require any additional information, do not hesitate to contact me at (973) 240-1800 or at amolnar@mnwe.com.

Sincerely,

Allison Molnar
Project Manager

PROPOSAL ACCEPTANCE

The signature below, by a duly authorized representative of Client, indicates acceptance of the above referenced proposal and all attachments including the Terms and Conditions without exception. Acceptance is limited to the terms stated in this proposal, and any additional or different terms are rejected unless expressly agreed to in writing by Matrix.

Name (please print)

Title (please print)

Signature

Company Name (please print)

Phone Number

E-mail Address

Date

Contact Information for Invoice (if different than above):

Name (please print)

Title (please print)

Signature

Company Name (please print)

Street Address, City, State, Zip

Phone Number

E-mail Address

Date

APPENDIX A
MATRIX STANDARD 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.

**APPENDIX B
MATRIX FEE SCHEDULE**

2025 PERSONNEL RATES

TITLE	HOURLY RATE
Expert Professional	\$350.00
Managing Director III	\$320.00
Managing Director II	\$300.00
Technical Director III	\$300.00
Managing Director I	\$280.00
Technical Director II	\$280.00
Technical Director I	\$260.00
Project Manager IV	\$245.00
Senior Professional IV	\$245.00
Project Manager III	\$230.00
Senior Professional III	\$230.00
Project Manager II	\$215.00
Senior Professional II	\$215.00
Project Manager I	\$195.00
Senior Professional I	\$195.00
Project Professional IV	\$185.00
Technical Specialist VIII	\$185.00
Project Professional III	\$175.00
Technical Specialist VII	\$175.00
Project Professional II	\$165.00
Technical Specialist VI	\$160.00
Project Professional I	\$155.00
Technical Specialist V	\$150.00
Staff Professional IV	\$145.00
Staff Professional III	\$135.00
Technical Specialist IV	\$135.00
Technical Specialist III	\$125.00
Staff Professional II	\$120.00
Technical Specialist II	\$115.00
Staff Professional I	\$110.00
Technical Specialist I	\$105.00
Administrative Support II	\$80.00
Administrative Support I	\$70.00

REIMBURSABLE EXPENSES

ITEM	FEE
Black & White Copy 8½ x 11 to 18 x 24	\$0.25/sheet
Black & White Copy 24 x 36 to 30 x 42	\$3.25/sheet
Color Copy 8½ x 11 to 11 x 17	\$0.50/sheet
Color Copy 24 x 36 to 30 x 42	\$35.00/sheet
Mylar 24 x 36	\$40.00/sheet
Mylar 30 x 42	\$60.00/sheet
Robotic per diem	\$350.00
Scanner per diem	\$475.00
Subconsultants	115% of cost
Out-of-pocket expenses	115% of cost
Mileage expenses	Federal rates

185-25
August 12, 2025

**RESOLUTION AUTHORIZING THE RENTAL OF SPECIALIZED EQUIPMENT TO BE USED
FOR THE LEAF AND SNOW COLLECTION SEASONS 2025-2026 THROUGH STATE
CONTRACT # GS-21F-0020T**

WHEREAS, the Township of West Orange ("Township") must rent equipment for the leaf and snow season November 1, 2025 to March 31, 2026; and

WHEREAS, pursuant to the provision made in the Local Public Contracts Law N.J.S.A. 40A:11-5(2) the Township as a Local Government Unit, may without public advertising for goods or services enter into contracts already secured by the United States of America, the State of New Jersey, County or Municipality thereof; and

WHEREAS, Herc Rentals Inc. 27500 Riverview Center Blvd.
Bonita Springs, FL 34134 for needed equipment rental for the amount of \$81,005.00 (see Exhibit "A").

WHEREAS, Herc Rentals Inc, also charges a mileage fee of \$.25 per mile as an additional cost for rental, not to exceed \$500.00 (see Exhibit "A")

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of West Orange who hereby authorizes the Purchasing Agent, on behalf of the Township to issue and execute a Purchase Order not to exceed for \$81,505.00 to Herc Rentals Inc. with funds certified available by the Chief Financial Officer.

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

Joe Krakoviak, Council President

Adopted: August 12, 2025

I hereby certify funds available:
Account No. 01-2010-00-7502-110
91-2010-00-7502-110

John C. Ditinyak, Chief Financial Officer

EXHIBIT "A"

**RESERVATION AND
RENTAL CONTRACT ** COPY ****
HercRentals™
R.A. No. 57094021
Page 1 of 3

BRANCH: 175	BILL TO CUSTOMER: 3000310	SHIPPING ADDRESS
HERC NYC-NJ PROTRUCK 195 HOWELL ST JERSEY CITY, NJ 07306 201-968-0991	TOWNSHIP OF WEST ORANGE DPW25 SOURCEWELL ID: 28197 25 LAKESIDE AVENUE WEST ORANGE, NJ 07052	TOWNSHIP OF WEST ORANGE DPW25 25 LAKESIDE AVE WEST ORANGE, NJ 07052 973-703-7657

DESCRIPTION/CHARGES
EST START: 11/01/25 9:00
EST RETURN: 3/31/26 9:00
DROP DATE: _____
SHIPPED BY: 04
ORDERED BY: LOUIS REYNOLDS
DROP TIME: _____
ORDER DATE: 7/25/25
SALESPERSON: 804
SALES COORDINATOR:
RENTAL TAX CLAIM: MUNICIPAL/CITY
TAX DOCUMENT #: 22-8002396
PO# / JOB#: GS-21F-0020T
/ 2 - TOWNSHIP OF WEST

NOTICE: THIS RENTAL AGREEMENT OFFERS, FOR AN ADDITIONAL CHARGE, A RENTAL PROTECTION PLAN ("RPP") TO COVER YOUR RESPONSIBILITY FOR ACCIDENTAL DAMAGE TO THE EQUIPMENT OR VEHICLE. DETAILS OF RPP ARE ON OUR WEBSITE AT <https://www.hercrentals.com/services/rpp-rental-protection-plan/terms-and-conditions.html>. BEFORE DECIDING WHETHER TO PURCHASE RPP, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE EQUIPMENT OR VEHICLE. YOU WILL BE CHARGED RPP UNTIL YOU PROVIDE A CERTIFICATE OF INSURANCE IN ACCORDANCE WITH SECTION 8 OF THIS RENTAL AGREEMENT.

Qty	Equipment #	Hrs/	Min	Hour	Day	Week	Month	Amount
3	TRUCK DUMP 5-6 YD DSL 6596170	8/	290.00		290.00	810.00	2100.00	31500.00

MIL CHG: .25

3	TRUCK SNOW PLOW 10 FT 6598130	8/	119.00		119.00	338.00	956.00	14340.00
---	----------------------------------	----	--------	--	--------	--------	--------	----------

MIL CHG: .25

3	TRUCK SPREADER HOPPER 9 FT 6598020	8/	113.00		113.00	265.00	714.00	10710.00
---	---------------------------------------	----	--------	--	--------	--------	--------	----------

MIL CHG: .25

*** * * Items are priced per piece * * ***

CONTINUED
CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE ("TERMS")

RENTAL PROTECTION PLAN. Customer must either show proof of Property Insurance as required in Section 8 on reverse side hereof or purchase Rental Protection Plan ("RPP"). Herc Rentals Inc. or its affiliate ("Herc") may offer RPP for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage to such Equipment for such loss or damage. RPP is not offered on all types of Equipment. NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR, ALL DAMAGES TO OR REPLACEMENT COST OF, THE EQUIPMENT, AS APPLICABLE, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC: (1) CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF ANY OF THE TERMS; (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN HERC'S SOLE DISCRETION; AND/OR (3) IF COVERAGE IS EXCLUDED UNDER THE RPP TERMS AND CONDITIONS POSTED ON HERC'S WEBSITE. Upon accepting RPP, Customer agrees to pay an RPP fee. Customer must review the RPP Terms and Conditions posted on Herc's website at <https://www.hercrentals.com/services/rpp-rental-protection-plan/terms-and-conditions.html> before deciding whether to accept RPP. If Herc offers RPP to Customer for certain Equipment and Customer accepts RPP, normal and careful use, Customer remains liable for all other damages as set forth in the Terms. RPP IS NOT INSURANCE. TO THE EXTENT HERC DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE PROPERTY INSURANCE COVERAGE REQUIRED BY PARAGRAPH 8. PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN PROPERTY INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE PROVIDED TO HERC TO EVIDENCE SUCH INSURANCE COVERAGE IS UNACCEPTABLE TO HERC OR THE APPLICABLE POLICIES EXPIRE, CUSTOMER AGREES THAT HERC MAY CHARGE RPP FOR ALL APPLICABLE RENTALS UNTIL SUCH TIME AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO HERC'S REASONABLE SATISFACTION. NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF PASSENGER MOTOR VEHICLES AND CERTAIN OTHER EQUIPMENT LISTED ON HERC'S WEBSITE.

A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at <https://www.hercrentals.com/services-associated-charges.html>. Customer agrees to pay, in addition to all rental charges, all fees and charges set forth above and, the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges; (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges; (iv) transportation service surcharges; (v) repairs and replacement per this contract; (vi) cleaning charge for Equipment returned with excessive dirt, concrete and/or paint; (vii) fees for lost keys; (viii) refueling service charges; (ix) fines for use of dyed diesel fuel in on road Equipment; (x) preventative maintenance charges; (xi) emissions and environmental surcharges and fees; (xii) vehicle license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.

THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME.

PARAGRAPH 11 ON THE BACK OF THIS PAGE IS IN LIEU OF (I) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (II) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES.

CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Customer Name
Title
Terms are due upon receipt Not valid without Barcode
Customer Signature
Date
For GREAT DEALS on USED EQUIPMENT - visit us on-line at [HercRentals.com](https://www.hercrentals.com)


RESERVATION AND
RENTAL CONTRACT ** COPY ****HercRentals**TM

R.A. No. 57094021

Page 2 of 3

BRANCH: 175	BILL TO CUSTOMER: 3000310	SHIPPING ADDRESS
HERC NYC-NJ PROTRUCK 195 HOWELL ST JERSEY CITY, NJ 07306 201-968-0991	TOWNSHIP OF WEST ORANGE DPW25 SOURCEWELL ID: 28197 25 LAKESIDE AVENUE WEST ORANGE, NJ 07052	TOWNSHIP OF WEST ORANGE DPW25 25 LAKESIDE AVE WEST ORANGE, NJ 07052 973-703-7657

DESCRIPTION/CHARGES

EST START: 11/01/25 9:00

EST RETURN: 3/31/26 9:00

DROP DATE: _____

SHIPPED BY: 04

ORDERED BY: LOUIS REYNOLDS

DROP TIME: _____

ORDER DATE: 7/25/25

SALESPERSON: 804

SALES COORDINATOR: _____

RENTAL TAX CLAIM: MUNICIPAL/CITY

TAX DOCUMENT #: 22-6002396

PO# / JOB#: GS-21F-0020T

/ 2 - TOWNSHIP OF WEST

Qty Equipment #

Hrs/ Min

Hour

Day

Week

Month

Amount

Sub-total: 56550.00

Taxable Sub-total: 0.00

Total: 56550.00

** TO END RENTAL CHARGES: CUSTOMER MUST CALL THE BRANCH TO OBTAIN A RELEASE # or return in **
 ** person by the time specified on the return data set forth above on this Rental Contract. **

** GRACE PERIOD: Customer will receive a NINETY (90) MINUTE grace period ("Grace Period") to **

** return each piece of equipment. Customer will be CHARGED for an additional day of rental for **

** each piece of Equipment that is not returned by the end of the Grace Period. Customer will be **

** CHARGED for an additional day for each subsequent day until returned. **

CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE ("TERMS")

RENTAL PROTECTION PLAN. Customer must either show proof of Property Insurance as required in Section 8 on reverse side hereof or purchase Rental Protection Plan ("RPP"). Herc Rentals Inc. or its affiliate ("Herc") may offer RPP for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage to such Equipment for such loss or damage. RPP is not offered on all types of Equipment. NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR, ALL DAMAGES TO OR REPLACEMENT COST OF, THE EQUIPMENT, AS APPLICABLE, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC; (1) CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF ANY OF THE TERMS; (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN HERC'S SOLE DISCRETION; AND/OR (3) IF COVERAGE IS EXCLUDED UNDER THE RPP TERMS AND CONDITIONS POSTED ON HERC'S WEBSITE. Upon accepting RPP, Customer agrees to pay an RPP fee. Customer must review the RPP Terms and Conditions posted on Herc's website at <https://www.hercRentals.com/services/rpp-rental-protection-plan/terms-and-conditions.html> before deciding whether to accept RPP. If Herc offers RPP to Customer for certain Equipment and Customer accepts RPP and pays Herc the RPP fee, in return for the RPP fee, if at the time of the claim, RPP covers such repair or replacement. Herc agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Terms. RPP IS NOT INSURANCE. TO THE EXTENT HERC DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE PROPERTY INSURANCE COVERAGE REQUIRED BY PARAGRAPH 8. PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN PROPERTY INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE PROVIDED TO HERC TO EVIDENCE SUCH INSURANCE COVERAGE IS UNACCEPTABLE TO HERC OR THE APPLICABLE POLICIES EXPIRE, CUSTOMER AGREES THAT HERC MAY CHARGE RPP FOR ALL APPLICABLE RENTALS UNTIL SUCH TIME AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO HERC'S REASONABLE SATISFACTION. NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF PASSENGER MOTOR VEHICLES AND CERTAIN OTHER EQUIPMENT LISTED ON HERC'S WEBSITE.

A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at <https://www.hercRentals.com/services/associated-charges.html>. Customer agrees to pay, in addition to all rental charges, all fees and charges set forth above and, the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges; (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges; (iv) transportation service surcharges; (v) repairs and replacement per this contract; (vi) cleaning charge for Equipment returned with excessive dirt, concrete and/or paint; (vii) fees for lost keys; (viii) refueling service charges; (ix) fines for use of dyed diesel fuel in on road Equipment; (x) preventative maintenance charges; (xi) emissions and environmental surcharges and fees; (xii) vehicle license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.

THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME. PARAGRAPH 11 ON THE BACK OF THIS PAGE IS IN LIEU OF (i) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (ii) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES.

CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Customer Name _____

Title _____

Terms are due upon receipt Not valid without Barcode

Customer Signature _____

Date _____

For GREAT DEALS on USED EQUIPMENT - visit us on-line at [HercRentals.com](https://www.HercRentals.com)

RESERVATION AND RENTAL CONTRACT - HERC RENTALS INC. AND AFFILIATES ("HERC")

This Agreement ("Agreement") is for the rental of the vehicles and equipment and related services described on the other side of this page ("Front"), including all parts of and attachments and accessories to such equipment ("Equipment"). This Agreement is between the customer identified on the Front ("Customer") and Herc. Both parties acknowledge that this Agreement consists of the terms written or printed on this page and the Front.

- NATURE OF THIS AGREEMENT.** This Agreement is solely for the purpose of creating a rental transaction, which allows Customer to use the Equipment as permitted by this Agreement. CUSTOMER REPRESENTS THAT THE EQUIPMENT IS TO BE USED SOLELY AND EXCLUSIVELY FOR BUSINESS OR COMMERCIAL PURPOSES. The Equipment is owned by Herc. Customer acknowledges that no one other than Herc may transfer or assign the Equipment or any rights or obligations under this Agreement. Neither Customer nor any Authorized Operator (as defined below) are agents of Herc. No one may repair or alter the Equipment without Herc's prior written approval. Customer will not suffer any liens or encumbrances to attach to the Equipment and will defend, indemnify, and hold Herc harmless from all loss, liability, and expense by reason thereof.
- WHO MAY OPERATE THE EQUIPMENT.** Only Customer and the following persons with Customer's express permission, subject to the requirements of this Section, ("Authorized Operators") may operate the Equipment: Customer's employer, employees, and fellow employees operating the Equipment in the course and scope of their employment; or Customer's regular business employees, and persons approved by Herc in writing. Customer and all Authorized Operators must: only use the Equipment in the course and scope of Customer's or Customer's employer's regular business operations; hold a valid driver's license to operate a motor vehicle, be of legal age to operate the Equipment, be properly qualified and trained to operate the Equipment; and have a valid operator's license with respect to the Equipment where required by law. Customer is solely responsible for determining that the Authorized Operators have met the requirements of this Section and are properly qualified and trained to use the Equipment prior to operating the Equipment. Customer is solely responsible for limiting the use of the Equipment to Authorized Operators meeting the requirements of this Section and for the acts and omissions of any person that operates, uses, stores or moves the Equipment regardless of whether that person is an Authorized Operator.
- RENTAL FEES AND OTHER CHARGES.** Customer will pay Herc on demand to the address and by the date specified in the applicable invoice, all charges, including without limitation, rental, time, mileage, service, transportation, refueling service, surcharges, sales and use taxes, and tax reimbursements imposed with respect to the Equipment and this Agreement, and all expenses, including reasonable attorney's fees and costs incurred in collecting same, all in accordance with this Agreement. A detailed description of all fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at <https://www.hercrentals.com/service-associated-charges.html>. Customer must notify Herc in writing of any disputed charge within 30 days of receipt of such invoice or Customer shall be deemed to have irrevocably waived such disputed charge. The basic daily, weekly and 4-week rental rates (for a daily rental), 1/40 of the weekly charge (for a weekly rental) and 1/160 of the 4-week charge (for a 4-week rental), plus applicable taxes. All charges are subject to final audit by Herc. Herc will have a lien as allowed by law for charges incurred hereunder upon the premises and improvements upon which the Equipment is employed. Rentals are F.O.B. the Herc Branch unless otherwise specified. Shipping charges from such Branch to the Customer's destination and return and all loading, unloading, assembling and dismantling will be paid by Customer. All rates for rentals in excess of 4 weeks are subject to change on 30 days' written notice to the Customer with respect to any portion of the rental period then remaining. Charges not paid on time, as required by this Agreement, may be subject to a late payment fee as provided in this Agreement. Customer may also be charged a reasonable fee for any check used for payment hereunder that is returned unpaid. Customer agrees in the event of a default, that any deposit made by Customer shall be used by Herc for unpaid rent and other charges, damages and costs incurred due to the default.
- CUSTOMER'S RESPONSIBILITIES.** Customer is responsible to Herc for all loss or damage to the Equipment, and for its return in the same condition it was received, except for ordinary wear, and free of any hazardous materials and/or contaminants. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus any administrative fees and Herc's related expenses, such as loss of use, appraisal fees or recovery costs ("Full Value"). The Equipment must be returned to Herc at the renting Herc Branch by the Estimated Return Date (EST RETURN) specified on the Front, or sooner if demanded by Herc. Customer must notify Herc if it desires to change the EST RETURN for all or some of the Equipment. Customer acknowledges that it must confirm return receipt of the Equipment by Herc at the expiration or earlier termination of the rental. Until such time as Herc receives actual possession of the Equipment, Customer agrees to hold said Equipment in a safe and secure manner. The Equipment will be used only in accordance with the manufacturer's instructions within its rated capacity. Customer will perform or cause to be performed and fluid systems daily; and checking tire pressures and battery fluid and charge levels weekly. If the Equipment fails to operate properly or becomes in need of repair, Customer will immediately cease using same and will immediately notify Herc. Customer is solely responsible for providing a secure and safe work environment for all parties, including Herc and its employees, and for ensuring that the possession, storage, use and operation of the Equipment is carried out in compliance with applicable laws and industry standards, (including but not limited to those relating to worker safety and the environment). Customer is solely responsible for supervising the use and operation of the Equipment to ensure it is used in accordance with manufacturer instructions for proper operation and safety, for ensuring that the Equipment is proper for Customer's intended use and environment, and for ensuring users of the Equipment are qualified, trained, and familiar with the Equipment.
- RISK OF LOSS.** All loss of or damage to the Equipment from any cause whatsoever while on rental and whether or not due to the fault of Customer, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the sole responsibility of Customer and will be paid to Herc promptly upon Customer's receipt of an invoice therefor. Such responsibility is limited to the Full Value of the Equipment at the time it is lost or damaged. THE COST OF LABOR FOR REPAIRS WILL BE EITHER HERC'S THEN PREVAILING HOURLY RATE FOR LABOR, POSTED AT THE HERC BRANCH WHERE THE EQUIPMENT IS TO BE REPAIRED, OR THE REPAIRER'S HOURLY RATE FOR LABOR CHARGED TO HERC FOR REPAIRS AS THE CASE MAY BE. PARTS WILL BE CHARGED AT HERC'S COST PLUS A RETAIL MARKUP. Use of the Equipment by persons other than Customer or Authorized Operators will be at Customer's sole risk.
- EVENTS OF DEFAULT.** Customer shall be in default of this Agreement if Customer fails to pay any amount when due hereunder, or if Customer breaches any of the other terms of this Agreement, or if Customer becomes insolvent or ceases to do business as a going concern, or if a petition in bankruptcy is filed by or against Customer, or if Customer is in default pursuant to the provisions of any other agreement by and between Customer and Herc. Customer will further be deemed to be in default if the Equipment is obtained from Herc through fraud or misrepresentation or is stored or used: (A) in violation of any law or ordinance including without limitation, any local, state or federal law or regulation involving "Hazardous Materials," as set forth in 49 C.F.R. 171-180; (B) in a reckless, negligent or abusive manner, or is damaged while being rented by Customer; (C) in violation of Paragraph 4 above, (D) in any fashion or manner for which the Equipment was not designed or beyond the manufacturer's rated capacity for the Equipment.
- REMEDIES OF HERC.** In case of default by Customer, or if Herc deems itself insecure, Herc may, but is not required to, peacefully enter the premises where the Equipment is located and render it inoperative or remove same with or without process of law and without any notice to Customer or liability. Customer hereby waives any right to any hearing or to receive any notice of legal process, as a pre-condition for Herc recovering the Equipment. Customer agrees to permit such entry and action by Herc. In such case Herc may also terminate this Agreement without notice to Customer or prejudice to any remedies or claims which Herc might otherwise have for any amount due hereunder, expense of refueling, court costs and reasonable attorneys' fees. Customer will remain liable for the Equipment or for any loss or injury to the Equipment, any property and/or persons, notwithstanding such termination. Herc shall have the right to issue and circulate their notices and take any other steps which Herc may reasonably deem necessary to recover the Equipment, if the Equipment is not returned on the date specified on the Front or sooner as permitted by the terms of this Agreement. The remedies provided herein in favor of Herc are not exclusive but shall be cumulative and in addition to all other remedies existing at law or in equity, any one or more of which may be exercised simultaneously or successively.
- INSURANCE.** Liability Insurance for Injury/Damage to Third Parties - Customer agrees to maintain and carry, at its own expense and at all times during the term of this Agreement, the following insurance: (1) commercial automobile insurance, with at least a per occurrence limit of \$1 million, which includes coverage for owned and non-owned motor vehicles. Herc shall be named as an additional insured for all claims arising out of the maintenance, operation, or use of the vehicle. All insurance, whether issued on a primary or umbrella/excess basis, afforded to Herc hereby shall be primary to, and non-contributory with, any other insurance on which Herc is named insured, whether such other insurance is primary, excess, self-insurance, or insurance on any other basis, to the fullest extent permitted by law. Where, by operation of law, Herc is required to provide primary coverage, such primary and non-contributory insurance shall not exceed the minimum limits required by the automobile financial responsibility laws of the applicable state. Such protection will conform to the basic requirements of the applicable No-Fault law, BUT DOES NOT INCLUDE UNINSURED/UNDERINSURED MOTORIST, SUPPLEMENTARY NO FAULT OR ANY OTHER OPTIONAL COVERAGE. TO THE EXTENT PERMITTED BY LAW, HERC AND CUSTOMER REJECT THE INCLUSION OF ANY SUCH COVERAGE. If such coverage is imposed by operation of law, the limits of such coverage will be the minimum required by the law of the applicable state; (2) commercial general liability insurance (providing coverage equal to or greater than the standard ISO CG 00 01 12 04 form), including contractual liability coverage covering Customer's indemnity obligations of Section 9, with limits of insurance not less than \$1 million per occurrence and \$2 million in the aggregate. Customer shall name Herc as an additional insured for all claims and liability arising out of the maintenance, operation, or use by the Customer of equipment leased to Customer by Herc (providing coverage equal to or greater than the standard ISO CG 20 26 11 85). Such insurance shall be primary and non-contributory to any other insurance maintained by Herc. Customer further agrees that the amount of insurance available to Herc shall be for the full amount of the loss up to policy limits of liability and shall not be limited to the minimum requirements of this agreement. In the event any policy provided in compliance with this agreement states that the insurance afforded to the insured is not to be broader than that required by contract, or words of similar meaning, Customer agrees that nothing in this agreement is intended to restrict or limit the breadth of such insurance; and (3) property insurance for the full replacement cost of the equipment, including coverage for all risks of loss or damage to the Equipment. The policy must expressly cover owned and non-owned equipment. All insurance required by this Rental Agreement shall include a waiver of rights of recovery against Herc or its insurers by the Customer and its insurers, as well as a waiver of subrogation against Herc or its insurers. The policies required hereunder shall provide that Herc may not receive not less than 30 days' notice prior to any cancellation. Customer shall provide Herc with documented proof of all required insurance coverage, including copies of all applicable additional insured endorsements. FOR RENTAL OF EQUIPMENT NOT LICENSED FOR ROAD USE, CUSTOMER MUST EITHER (I) ELECT TO NAME HERC AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE, OR (II) ELECT TO PURCHASE THE RENTAL PROTECTION PLAN. Nothing contained in this insurance Section shall limit or modify the obligations set forth in Section 9.
- INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY LAW, AND FOR AND IN ADDITIONAL CONSIDERATION OF PROVIDING THE EQUIPMENT HEREIN, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS HERC, ITS PARENT COMPANY, THEIR AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY "HERC INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL ACTUAL AND POTENTIAL OR PERCEIVED RISKS OF INJURY, DEMANDS, CLAIMS, SUITS, LIABILITIES, LOSSES, SETTLEMENTS, JUDGMENTS, DAMAGES (INCLUDING BUT NOT LIMITED TO COSTS, EXPENSES, DELAYS, DEFENSES, AND COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, THE COST OF PURSUING ANY INSURANCE PROVIDERS, AND LIQUIDATED, CONSEQUENTIAL AND PUNITIVE DAMAGES), ENVIRONMENTAL SPILLS, ATTORNEY'S FEES AND DISPUTE RESOLUTION COSTS, WHETHER OR NOT SUCH LOSSES, LIABILITIES, CLAIMS OR DAMAGES ARE BASED, IN WHOLE OR IN PART UPON ANY OF THE HERC INDEMNIFIED PARTIES' ALLEGED NEGLIGENCE OR PARTICIPATION IN THE WRONG OR UPON ANY ALLEGED BREACH OF A STATUTORY OR REGULATORY DUTY OR OBLIGATION ON THEIR PART, ARISE OUT OF OR ALLEGED TO HAVE ARISING OUT OF ANY ACT OR OMISSION IN CONNECTION WITH THE CUSTOMER'S STATE OR FEDERAL LAW, USE, POSSESSION, OPERATION, ERECTION, DISMANTLING, SERVICING OR TRANSPORTATION OF THE EQUIPMENT OR MOTOR VEHICLE OR CUSTOMER'S FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT BY REASON OF BODILY INJURY, INCLUDING DEATH, AND PROPERTY DAMAGE, SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING BUT NOT LIMITED TO EMPLOYEES OF CUSTOMER, CUSTOMER WILL, AT ALL TIMES, DEFEND, INDEMNIFY AND HOLD HERC INDEMNIFIED PARTIES HARMLESS FROM ALL LOSS, INJURY, DEMANDS, CLAIMS, SUITS, LIABILITIES, LOSSES, SETTLEMENTS, JUDGMENTS, DAMAGES, COSTS, EXPENSES, DELAYS, DEFENSES, AND COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, REASONING AND BUILDING CODE REQUIREMENTS, AND WILL DEFEND, INDEMNIFY AND HOLD HERC INDEMNIFIED PARTIES HARMLESS FROM ALL LOSS, LIABILITY OR EXPENSE RESULTING FROM ACTUAL OR ALLEGED VIOLATIONS OF ANY SUCH LAWS, REGULATIONS OR AGREEMENTS. The foregoing indemnification provisions will not reduce or affect the other rights or obligations which would otherwise exist in favor of the Herc Indemnified Parties. Any insurance requirements set forth in this Agreement or any Agreement will not limit foregoing indemnification.
- NOTICE OF LOSS OR ACCIDENT.** In the event of an accident, loss of, theft of, or damage to, spill or leak of hazardous materials from, the Equipment, Customer agrees to notify Herc as soon as possible by telephone and, thereafter, to immediately report in writing to Herc and to the public authorities (where required by law or by Herc) all necessary information relating to the loss or accident.
- CONDITION OF THE EQUIPMENT.** Customer acknowledges having examined the Equipment upon its delivery to Customer. The Equipment shall be deemed to be accepted by Customer upon delivery and subject to the terms and conditions of this Agreement. Customer shall notify Herc in writing within 24 hours of delivery of the Equipment of any problem with the Equipment. If the Equipment is found by Customer not to be in good mechanical condition, as a result of conditions not the responsibility of Customer, nor caused by the fault or negligence of Customer or Customer's employees or agents, Customer will so notify Herc, whereupon Herc will then, at its option and without any other liability or responsibility by Herc to Customer: (a) repair or suitably replace the Equipment within a reasonable time during Herc's normal working hours, with the unexpired term of the Agreement, less whatever is due Herc for damage to or maintenance of Equipment which is the responsibility of Customer. Customer agrees to provide full access to the Equipment to Herc's representatives to enable Herc to meet its responsibilities hereunder.
- LATE PAYMENT FEE.** Should Customer fail to pay any invoice to Herc in accordance with the terms of such invoice, Customer will pay a late payment fee to Herc on each delinquent payment until fully paid, at an amount up to the maximum rate allowed by the laws of the jurisdiction in which the Herc location specified on the Front is located.
- FUELING SERVICE CHARGE.** Herc agrees to provide the Equipment to Customer with full fuel tanks. Customer agrees to return the Equipment with full fuel tank(s). If Customer returns the Equipment with the fuel tank(s) less than full, Customer will pay to Herc a sum equal to Herc's then applicable refueling service charge posted at Herc's location where the Equipment is returned for the number of gallons required to refill the tank(s) at the time of return.
- MERGER/MODIFICATION/SEVERABILITY.** This Agreement expresses the entire agreement between the parties with respect to the subject matter hereof. No modification or alteration of the terms hereof will be effective as against Herc unless same is in writing and signed by a duly authorized officer of Herc. Customer's use and/or delivery of the Equipment and/or Customer's signing of this Agreement shall be deemed execution of this Agreement and shall constitute Customer's acceptance of all of the Terms contained on the Front hereof and herein, and the exclusion of any terms and conditions otherwise stated by Customer or contained in any of Customer's documents. The paragraph headings contained in this Agreement are for convenience only and will not be used to expand or limit the actual terms and conditions hereof. Customer and the person signing this Agreement represent that: (a) they both have full authority to execute, deliver and perform this Agreement; and (b) this Agreement is a legal, valid and binding obligation of Customer, enforceable in accordance with its terms.
- GOVERNING LAW/JURISDICTION/TRIAL WAIVER/LIMITATION OF LIABILITY.** This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to its rules of conflict of laws. Customer irrevocably and unconditionally consents to submit to the jurisdiction of the state and federal courts within the State of Delaware (the "Delaware Courts") or Florida ("Florida Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, and waives any objection to the laying of venue and forum in the Delaware Courts and/or the Florida Courts. If any provision, or any part of any provision of this Agreement or the application thereof is held by a court of competent jurisdiction to be invalid, unenforceable, or otherwise in violation of applicable law, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared severable. Each party hereby waives and releases all right to trial by jury in any action, proceeding or counterclaim brought by either party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on any matters whatsoever arising out of or in any way connected with this Agreement. THE MAXIMUM LIABILITY OF HERC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES UNDER THIS AGREEMENT (REGARDLESS OF WHETHER A CLAIM IS BASED UPON WARRANTY, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID TO HERC BY CUSTOMER UNDER THIS AGREEMENT.
- ELECTRONIC SIGNATURES.** Customer agrees that this Agreement may be signed manually or by scanning and sending .pdf or other copies thereof via email or via any other electronic means and in one or more counterparts, each of which shall be (i) an original, and all of which taken together shall constitute one and the same agreement; (ii) a valid and binding agreement and fully admissible under state and federal rules of evidence; and (iii) enforceable under the applicable Uniform Commercial Code Section 2A-204, Section 3-309 and under any other similar statute applicable to this Agreement.
- FAMILIARIZATION.** All familiarization requests must be made in writing not less than five (5) calendar days before scheduled delivery date or at time of purchase. Request(s) must be submitted to the location in which the Equipment was rented and identify the name of the person(s) designated to receive the Equipment. If requested, the familiarization will be provided by ANSI A92/CSA B354 agrees to have the person designated present at the time of delivery to receive the equipment familiarization. Familiarization will be made in accordance to ANSI A92 & CSA B354. Familiarization is not considered training or certification and does not impact the obligations of Section 2.

RESERVATION AND
RENTAL CONTRACT ** COPY ****HercRentals**TM

R.A. No. 57093577

Page 1 of 3

BRANCH: S41 HERC FAIRFIELD EARTH 19-25 ROUTE 46 WEST FAIRFIELD, NJ 07004 973-439-5641	BILL TO CUSTOMER: 3000310 TOWNSHIP OF WEST ORANGE DPW25 SOURCEWELL ID: 28197 25 LAKESIDE AVENUE WEST ORANGE, NJ 07052	SHIPPING ADDRESS TOWNSHIP OF WEST ORANGE DPW25 25 LAKESIDE AVE WEST ORANGE, NJ 07052 973-703-7657																																																																																																												
DESCRIPTION/CHARGES																																																																																																														
EST START: 11/01/25 9:00 EST RETURN: 3/31/26 9:00 DROP DATE: _____ SHIPPED BY: 04 ORDERED BY: LOUIS REYNOLDS DROP TIME: _____ ORDER DATE: 7/25/25 SALESPERSON: 804 SALES COORDINATOR: _____ RENTAL TAX CLAIM: MUNICIPAL/CITY TAX DOCUMENT #: 22-6002396 PO# / JOB#: GS-21F-0020T / 2 - TOWNSHIP OF WEST																																																																																																														
NOTICE: THIS RENTAL AGREEMENT OFFERS, FOR AN ADDITIONAL CHARGE, A RENTAL PROTECTION PLAN ("RPP") TO COVER YOUR RESPONSIBILITY FOR ACCIDENTAL DAMAGE TO THE EQUIPMENT OR VEHICLE. DETAILS OF RPP ARE ON OUR WEBSITE AT https://www.hercrentals.com/services/rpp-rental-protection-plan/terms-and-conditions.html. BEFORE DECIDING WHETHER TO PURCHASE RPP, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE EQUIPMENT OR VEHICLE. YOU WILL BE CHARGED RPP UNTIL YOU PROVIDE A CERTIFICATE OF INSURANCE IN ACCORDANCE WITH SECTION 8 OF THIS RENTAL AGREEMENT.																																																																																																														
<table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Qty</th> <th style="text-align: left;">Equipment #</th> <th style="text-align: left;">Hrs/</th> <th style="text-align: left;">Min</th> <th style="text-align: left;">Hour</th> <th style="text-align: left;">Day</th> <th style="text-align: left;">Week</th> <th style="text-align: left;">Month</th> <th style="text-align: left;">Amount</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>WHEEL LOADER 3.0-3.4 YD STD BKT DSL 2651310</td> <td>8/</td> <td>575.00</td> <td></td> <td>575.00</td> <td>1604.00</td> <td>4255.00</td> <td>21275.00</td> </tr> <tr> <td>1</td> <td>LOADER BUCKET COMBINATION 2907120</td> <td>8/</td> <td>90.00</td> <td></td> <td>90.00</td> <td>225.00</td> <td>506.00</td> <td>2530.00</td> </tr> <tr> <td colspan="8"></td> <td style="text-align: right;">DELIVERY CHARGE</td> </tr> <tr> <td colspan="8"></td> <td style="text-align: right;">325.00</td> </tr> <tr> <td colspan="8"></td> <td style="text-align: right;">PICKUP CHARGE</td> </tr> <tr> <td colspan="8"></td> <td style="text-align: right;">325.00</td> </tr> <tr> <td colspan="8"></td> <td style="text-align: right;">Sub-total:</td> </tr> <tr> <td colspan="8"></td> <td style="text-align: right;">24455.00</td> </tr> <tr> <td colspan="8"></td> <td style="text-align: right;">Taxable Sub-total: 0.00</td> </tr> <tr> <td colspan="8"></td> <td style="text-align: right;">Total:</td> </tr> <tr> <td colspan="8"></td> <td style="text-align: right;">24455.00</td> </tr> </tbody> </table>			Qty	Equipment #	Hrs/	Min	Hour	Day	Week	Month	Amount	1	WHEEL LOADER 3.0-3.4 YD STD BKT DSL 2651310	8/	575.00		575.00	1604.00	4255.00	21275.00	1	LOADER BUCKET COMBINATION 2907120	8/	90.00		90.00	225.00	506.00	2530.00									DELIVERY CHARGE									325.00									PICKUP CHARGE									325.00									Sub-total:									24455.00									Taxable Sub-total: 0.00									Total:									24455.00
Qty	Equipment #	Hrs/	Min	Hour	Day	Week	Month	Amount																																																																																																						
1	WHEEL LOADER 3.0-3.4 YD STD BKT DSL 2651310	8/	575.00		575.00	1604.00	4255.00	21275.00																																																																																																						
1	LOADER BUCKET COMBINATION 2907120	8/	90.00		90.00	225.00	506.00	2530.00																																																																																																						
								DELIVERY CHARGE																																																																																																						
								325.00																																																																																																						
								PICKUP CHARGE																																																																																																						
								325.00																																																																																																						
								Sub-total:																																																																																																						
								24455.00																																																																																																						
								Taxable Sub-total: 0.00																																																																																																						
								Total:																																																																																																						
								24455.00																																																																																																						
*** Delivery Instructions *** Jimmy 973-703-7657 ***** ** TO END RENTAL CHARGES: CUSTOMER MUST CALL THE BRANCH TO OBTAIN A RELEASE # or return in ** ** person by the time specified on the return data set forth above on this Rental Contract. ** ***** ** GRACE PERIOD: Customer will receive a NINETY (90) MINUTE grace period ("Grace Period") to ** ** return each piece of equipment. Customer will be CHARGED for an additional day of rental for ** ** each piece of Equipment that is not returned by the end of the Grace Period. Customer will be ** CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE ("TERMS") ** CHARGED for an additional day for each subsequent day until returned. **																																																																																																														
RENTAL PROTECTION PLAN. Customer must either show proof of Property Insurance as required in Section 8 on reverse side hereof or purchase Rental Protection Plan ("RPP"). Herc Rentals Inc. or its affiliate ("Herc") may offer RPP for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage to such Equipment for such loss or damage. RPP is not coverage for theft of Equipment. NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR, ALL DAMAGES TO OR REPLACEMENT COST OF, THE EQUIPMENT, AS APPLICABLE, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC: (1) CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF ANY OF THE TERMS; (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN HERC'S SOLE DISCRETION; AND/OR (3) IF COVERAGE IS EXCLUDED UNDER THE RPP TERMS AND CONDITIONS POSTED ON HERC'S WEBSITE. Upon accepting RPP, Customer agrees to pay an RPP fee. Customer must review the RPP Terms and Conditions posted on Herc's website at https://www.hercrentals.com/services/rpp-rental-protection-plan/terms-and-conditions.html before deciding whether to accept RPP. If Herc offers RPP to Customer for certain Equipment and Customer accepts RPP and pays Herc the RPP fee, in return for the RPP fee, if at the time of the claim, RPP covers such repair or replacement. Herc agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Terms. RPP IS NOT INSURANCE. TO THE EXTENT HERC DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE PROPERTY INSURANCE COVERAGE REQUIRED BY PARAGRAPH 8. PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN PROPERTY INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE PROVIDED TO HERC TO EVIDENCE SUCH INSURANCE COVERAGE IS UNACCEPTABLE TO HERC OR THE APPLICABLE POLICIES EXPIRE, CUSTOMER AGREES THAT HERC MAY CHARGE RPP FOR ALL APPLICABLE RENTALS UNTIL SUCH TIME AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO HERC'S REASONABLE SATISFACTION. NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF PASSENGER MOTOR VEHICLES AND CERTAIN OTHER EQUIPMENT LISTED ON HERC'S WEBSITE.																																																																																																														
A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at https://www.hercrentals.com/services-associated-charges.html. Customer agrees to pay, in addition to all rental charges, all fees and charges set forth above and the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges; (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges; (iv) transportation service surcharges; (v) repairs and replacement per this contract; (vi) cleaning charge for Equipment returned with excessive dirt, concrete and/or paint; (vii) fees for lost keys; (viii) refueling service charges; (ix) lines for use of dyed diesel fuel in on road Equipment; (x) preventative maintenance charges; (xi) emissions and environmental surcharges and fees; (xii) vehicle license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.																																																																																																														
THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME. PARAGRAPH 11 ON THE BACK OF THIS PAGE IS IN LIEU OF (I) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (II) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES. CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.																																																																																																														
Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.																																																																																																														

Customer Name

Title

Terms are due upon receipt Not valid without Barcode

Customer Signature

Date

For GREAT DEALS on USED EQUIPMENT - visit us on-line at [HercRentals.com](https://www.hercrentals.com)

RESERVATION AND
RENTAL CONTRACT ** COPY ****HercRentals**TM

R.A. No. 57093577

Page 2 of 3

BRANCH: S41	BILL TO CUSTOMER: 3000310	SHIPPING ADDRESS
HERC FAIRFIELD EARTH 19-25 ROUTE 46 WEST FAIRFIELD, NJ 07004 973-439-5641	TOWNSHIP OF WEST ORANGE DPW25 SOURCEWELL ID: 28197 25 LAKESIDE AVENUE WEST ORANGE, NJ 07052	TOWNSHIP OF WEST ORANGE DPW25 25 LAKESIDE AVE WEST ORANGE, NJ 07052 973-703-7657

DESCRIPTION/CHARGES

EST START: 11/01/25 9:00

EST RETURN: 3/31/26 9:00

DROP DATE: _____

SHIPPED BY: 04

ORDERED BY: LOUIS REYNOLDS

DROP TIME: _____

ORDER DATE: 7/25/25

SALESPERSON: 804

SALES COORDINATOR: _____

RENTAL TAX CLAIM: MUNICIPAL/CITY

TAX DOCUMENT #: 22-6002396

PO# / JOB#: GS-21F-0020T

/ 2 - TOWNSHIP OF WEST

Qty Equipment #

Hrs/ Min Hour Day Week Month Amount

CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE ("TERMS")

RENTAL PROTECTION PLAN. Customer must either show proof of Property Insurance as required in Section 8 on reverse side hereof or purchase Rental Protection Plan ("RPP"). Herc Rentals Inc. or its affiliate ("Herc") may offer RPP for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage to such Equipment for such loss or damage. RPP is not offered on all types of Equipment. NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR, ALL DAMAGES TO OR REPLACEMENT COST OF, THE EQUIPMENT, AS APPLICABLE, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC; (1) CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF ANY OF THE TERMS; (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN HERC'S SOLE DISCRETION; AND/OR (3) IF COVERAGE IS EXCLUDED UNDER THE RPP TERMS AND CONDITIONS POSTED ON HERC'S WEBSITE. Upon accepting RPP, Customer agrees to pay an RPP fee. Customer must review the RPP Terms and Conditions posted on Herc's website at <https://www.hercRentals.com/services/rpp-rental-protection-plan/terms-and-conditions.html> before deciding whether to accept RPP. If Herc offers RPP to Customer for certain Equipment and Customer accepts RPP and pays Herc the RPP fee, in return for the RPP fee, if at the time of the claim, RPP covers such repair or replacement. Herc agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Terms. RPP IS NOT INSURANCE. TO THE EXTENT HERC DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE PROPERTY INSURANCE COVERAGE REQUIRED BY PARAGRAPH 8. PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN PROPERTY INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE PROVIDED TO HERC TO EVIDENCE SUCH INSURANCE COVERAGE IS UNACCEPTABLE TO HERC OR THE APPLICABLE POLICIES EXPIRE, CUSTOMER AGREES THAT HERC MAY CHARGE RPP FOR ALL APPLICABLE RENTALS UNTIL SUCH TIME AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO HERC'S REASONABLE SATISFACTION. NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF PASSENGER MOTOR VEHICLES AND CERTAIN OTHER EQUIPMENT LISTED ON HERC'S WEBSITE.

A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at <https://www.hercRentals.com/services-associated-charges.html>. Customer agrees to pay, in addition to all rental charges, all fees and charges set forth above and, the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges; (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges; (iv) transportation service surcharges; (v) repairs and replacement for this contract; (vi) cleaning charge for Equipment returned with excessive dirt, concrete and/or paint; (vii) fees for lost keys; (viii) refueling service charges; (ix) fines for use of dyed diesel fuel in on road Equipment; (x) preventative maintenance charges; (xi) emissions and environmental surcharges and fees; (xii) vehicle license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.

THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME.

PARAGRAPH 11 ON THE BACK OF THIS PAGE IS IN LIEU OF (I) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (II) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES.

CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Customer Name _____

Title _____

Terms are due upon receipt Not valid without Barcode

Customer Signature _____

Date _____

For GREAT DEALS on USED EQUIPMENT - visit us on-line at [HercRentals.com](https://www.HercRentals.com)

RESERVATION AND RENTAL CONTRACT - HERC RENTALS INC. AND AFFILIATES ("HERC")

This Agreement ("Agreement") is for the rental of the vehicles and equipment and related services described on the other side of this page ("Front"), including all parts of and attachments and accessories to such equipment ("Equipment"). This Agreement is between the customer identified on the Front ("Customer") and Herc. Both parties acknowledge that this Agreement consists of the terms written or printed on this page and the Front.

1. NATURE OF THIS AGREEMENT: This Agreement is solely for the purpose of creating a rental transaction, which allows Customer to use the Equipment as permitted by this Agreement. CUSTOMER REPRESENTS THAT THE EQUIPMENT IS TO BE USED SOLELY AND EXCLUSIVELY FOR BUSINESS OR COMMERCIAL PURPOSES. The Equipment is owned by Herc. Customer acknowledges that no other than Herc may transfer or assign the Equipment or any rights or obligations under this Agreement. Neither Customer nor any Authorized Operators (as defined below) are agents of Herc. No one may repair or alter the Equipment without Herc's prior written approval. Customer will not suffer any liens or encumbrances to attach to the Equipment and will defend, indemnify, and hold Herc harmless from all loss, liability, and expense by reason thereof.

2. WHO MAY OPERATE THE EQUIPMENT. Only Customer and the following persons with Customer's express permission, subject to the requirements of this Section, ("Authorized Operators") may operate the Equipment: Customer's employer, employees, and fellow employees operating the Equipment in the course and scope of such employee's regular employment, and persons approved by Here in writing. Authorized Operators must: only use the Equipment in the course and scope of Customer's or Customer's employer's regular business operations, hold a valid driver's license to operate a motor vehicle, be of legal age to operate the Equipment, be properly qualified and trained to operate the Equipment; and have a valid operator's license with respect to the Equipment where required by law. Customer is solely responsible for determining that the Authorized Operators have the requirements of this Section and are properly qualified and trained to use the Equipment prior to operating the Equipment. Customer is solely responsible for limiting the use of the Equipment to Authorized Operators meeting the requirements of this Section and for the acts and omissions of any person that operates, uses, stores or moves the Equipment regardless of whether that person is an Authorized Operator.

3. RENTAL FEES AND OTHER CHARGES. Customer will pay Herec on demand to the address and by the date specified in the applicable invoice, all charges, including without limitation, rental, time, mileage, service, transportation, returning service, surcharges, sales and use taxes, and tax reimbursements imposed with respect to the Equipment and this Agreement, and all expenses, including reasonable attorney's fees and costs incurred in collecting same. In the event of a dispute as to the amount of any fee or charges, the applicable invoice will be deemed correct and binding on Customer. Herec will not be bound by any conditions, printed or otherwise, on any invoice or receipt when such conflict with the above terms. Customer must notify Herec in writing of any disputed charge or charges within 10 business days of the date of the invoice. If Customer fails to do so, it will be deemed to have accepted the charges. If a dispute arises, Herec will entitle Customer to a maximum of one-shill use (i.e., a maximum of 8 hours per day; 40 hours per week; 160 hours per 4 weeks), at no cost to Customer, in connection with such disputed charge. The basic daily rental rate for the Equipment is \$1,140 per week (or \$1,140 per week plus 1/160 of the 4-week charge for a 4-week rental), plus applicable taxes. All charges are subject to final audit by Herec. Herec will have a lien as allowed by law against the Equipment for all charges due and unpaid. If the Equipment is employed, Rentals are F.O.B. the Herec Branch unless otherwise specified. Shipping charges from such Branch to the Customer's destination and return and all loading, unloading, assembling and dismantling will be paid by Customer. Customer shall be responsible for the safekeeping of the Equipment and for the return of the Equipment to Herec in good condition at the end of the rental period then remaining. Charges not paid on time, as required by this Agreement, may be subject to a late payment fee as provided in this Agreement. Customer shall be deemed to have accepted the charges and the amount of the payment hereunder that is returned unpaid. Customer agrees in the event of a default, that any deposit made by Customer shall be used by Herec for unpaid rent and other charges, damages and costs incurred due to the default.

4. CUSTOMER'S RESPONSIBILITIES. Customer is responsible to Herc for all loss or damage to the Equipment, and for its return in the same condition it was received, except for ordinary wear, and free of any hazardous materials and/or contaminants. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus any administrative fees, such as those assessed by Herc for late return, non-payment or recovery costs ("Full Value"). The Equipment must be returned to Herc at the renting Herco Branch by the Estimated Return Date (EST RETURN) specified on the Front, or sooner if demanded by Herc. Customer may elect to purchase the Equipment by paying the Full Value prior to the EST RETURN for all or some of the Equipment. Customer acknowledges that if it must confirm return receipt of the Equipment by Herc at the expiration or earlier termination of the rental, until such time as Herc receives payment from Customer, the equipment will remain in a safe and secure manner. The Equipment will be used and kept only at Customer's place of business or the job site at which the Equipment is paid for and will not be moved without the prior written consent of Herc. The Equipment shall be maintained in accordance with the manufacturer's instructions, including but not limited to: checking of oil levels; maintaining cranes, transmission, cooling and hydraulic systems daily; and checking tire pressures and battery fluid and charge levels weekly. If the Equipment fails to operate properly or becomes in need of repair, Customer will immediately notify Herc. Customer is solely responsible for providing a secure and safe work environment for all parties, including Herc and its employees, and for ensuring that the possession, storage, use and operation of the Equipment is in accordance with applicable laws and industry standards, (including but not limited to those relating to worker safety and the environment). Customer is solely responsible for supervising the use and operation of the Equipment to ensure it is used in accordance with the manufacturer's instructions for proper operation and safety, for ensuring that the Equipment is proper for Customer's intended use and environment, and for ensuring users of the Equipment are qualified, trained, and familiar with the Equipment.

8. RISK OF LOSS. All loss of or damage to the Equipment from any cause whatsoever while on rental and whether or not due to the fault of Customer, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the sole responsibility of Customer and will be paid to Herc promptly upon Customer's receipt of an invoice therefor. Such responsibility is limited to the Full Value of the Equipment at the time it is lost or damaged. THE COST OF LABOR FOR REPAIRS WILL BE EITHER HERC'S THEN PREVAILING HOURLY RATE FOR LABOR, POSTED AT THE HERC BRANCH WHERE THE EQUIPMENT IS TO BE REPAIRED, OR THE REPAIRER'S HOURLY RATE FOR LABOR CHARGED TO HERC FOR REPAIRS AS THE CASE MAY BE. PARTS WILL BE CHARGED AT HERC'S COST PLUS A RETAIL MARKUP. Use of the Equipment by persons other than Customer or Authorized Operators will be at Customer's sole risk.

EVENTS OF DEFAULT. Customer shall be in default of this Agreement if Customer fails to pay any amount when due hereunder, or if Customer breaches any of the other terms of this Agreement, or if Customer becomes insolvent or ceases to do business as a going concern, or if a petition in bankruptcy is filed by or against Customer, or if Customer is in default pursuant to the provisions of any other agreement by and between Customer and Herc. Customer will further be deemed to be in default if the Equipment is obtained from Herc through fraud or misrepresentation or is stored or used: (A) in violation of any law or ordinance including without limitation, any local, state or federal law or regulation involving "Hazardous Materials," including "DOT Hazardous Materials," as set forth in 49 C.F.R. 171-180; (B) in a reckless, negligent or abusive manner, or is damaged while being rented by Customer; (C) in violation of Paragraph 4 above, (D) in any fashion or manner for which the Equipment was not designed or beyond the manufacturer's rated capacity for the Equipment.

REMEDIES OF HERC. In case of default by Customer, if Herc deems itself insecure, Herc may, but is not required to, peacefully enter the premises where the Equipment is located and render it inoperative or remove same with or without process of law and without any notice to Customer or liability. Customer hereby waives any right to any hearing or to receive any notice of legal process, as a pre-condition for Herc recovering the Equipment. Customer agrees to permit such entry and action by Herc. In such case Herc may also terminate this Agreement without notice to Customer or prejudice to any remedies or claims which Herc might otherwise have for any amount due hereunder, expense of retaking, court costs and reasonable attorneys' fees. Customer will remain liable for the Equipment or for any loss or injury to the Equipment, any property and/or persons, notwithstanding such termination. Herc shall have the right to issue and circulate their notices, cause warrants to be issued and take any other steps which Herc may reasonably deem necessary to recover the Equipment. If the Equipment is not returned on the date specified on the Front or sooner as permitted by the terms of this Agreement, The remedies provided herein in favor of Herc are not exclusive but shall be cumulative and in addition to all other remedies existing at law or in equity, any one or more of which may be exercised simultaneously or successively.

[illegible][illegible]

0. NOTICE OF LOSS OR ACCIDENT. In the event of an accident, loss of, theft of, or damage to, spill or leak of hazardous materials from, the Equipment, Customer agrees to notify Herc as soon as possible by telephone and, thereafter, to immediately report in writing to Herc and to the public authorities (where required by law or by Herc) all necessary information relating to the loss or accident.

1. **CONDITION OF THE EQUIPMENT.** Customer acknowledges having examined the Equipment upon its delivery to Customer. The Equipment shall be deemed to be accepted by Customer upon delivery and subject to the terms and conditions of this Agreement. Customer shall notify Herc in writing within 24 hours of delivery of the Equipment of any problem with the Equipment. If the Equipment is found by Customer not to be in good mechanical condition, as a result of conditions not the responsibility of Customer, nor caused by the fault or negligence of Customer or Customer's employees or agents, Customer may notify Herc, whereupon Herc will then, at its option and without any other liability or responsibility by Herc to Customer: (a) repair or suitably replace the Equipment within a reasonable time during Herc's normal working hours, with the agreement or running of the terms of this Agreement to be tolled for the period the Equipment is "down", or (b) remove the Equipment and terminate this Agreement and refund payments of rental charges, if any, for the unexpired term of the Agreement, less whatever is due Herc for damage to or maintenance of Equipment which is the responsibility of Customer. Customer agrees to provide full access to the Equipment to Herc's representatives in an acceptable manner.

2. LATE PAYMENT FEE. Should Customer fail to pay any invoice to Herc in accordance with the terms of such invoice, Customer will pay a late payment fee to Herc on such delinquent payment until fully paid, at an amount up to the maximum rate allowed by the laws of the jurisdiction in which the Herc location specified on the Front is located.

3. **FUELING SERVICE CHARGE.** Herc agrees to provide the Equipment to Customer with full fuel tanks. Customer agrees to return the Equipment with full fuel tank(s). If Customer returns the Equipment with the fuel tank(s) less than full, Customer will pay to Herc a sum equal to Herc's then applicable refueling service charge posted at Herc's location where the Equipment is returned for the number of gallons required to refill the tank(s) at the time of return.

4. **MERGER/MODIFICATION/SEVERABILITY.** This Agreement expresses the entire agreement between the parties with respect to the subject matter hereof. No modification or alteration of the terms hereof will be effective as against Here unless same is in writing and signed by a duly authorized officer of Here. Customer's use and/or delivery of the Equipment and/or Customer's signing of this Agreement shall be deemed execution of this Agreement and shall constitute Customer's acceptance of all of the Terms contained on the Front hereof and herein, and the exclusion of any terms and conditions otherwise stated by Customer or contained in any of Customer's documents. The paragraph headings contained in this Agreement are for convenience only and will not be used to expand or limit the actual terms and conditions hereof. Customer and the person signing this Agreement represent that: (a) they both have full authority to execute, deliver and perform this Agreement; and (b) this Agreement is a legal, valid and binding obligation of Customer, enforceable in accordance with its terms.

GOVERNING LAW/JURISDICTION/JURY TRIAL WAIVER/LIMITATION OF LIABILITY. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to its rules of conflict of laws. Customer irrevocably and unconditionally consents to submit to the jurisdiction of the state and federal courts within the State of Delaware (the "Delaware Courts") or Florida ("Florida Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, and waives any objection to the laying of venue and forum in the Delaware Courts and/or the Florida Courts. If any provision, or any part of any provision of this Agreement or the application thereof is hereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared severable. Each party hereby waives and releases all right to trial by jury in any action, proceeding or counterclaim brought by either party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on any matters whatsoever arising out of or in any way connected with this Agreement. THE MAXIMUM LIABILITY OF HERC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES UNDER THIS AGREEMENT (REGARDLESS OF WHETHER A CLAIM IS BASED UPON WARRANTY, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID TO HERC BY CUSTOMER UNDER THIS AGREEMENT.

6. **ELECTRONIC SIGNATURES.** Customer agrees that this Agreement may be signed manually or by scanning and sending .pdf or other copies thereof via email or via any other electronic means and in one or more counterparts, each of which shall be (i) an original, and all of which taken together shall constitute one and the same agreement; (ii) a valid and binding agreement and fully admissible under state and federal rules of evidence; and (iii) enforceable under the applicable Uniform Commercial Code Section 2A-204, Section 3-309 and under any other similar statute applicable to this Agreement.

FAMILIARIZATION. All familiarization requests must be made in writing, not less than five (5) calendar days before scheduled delivery date or at time of purchase. Request(s) must be submitted to the location in which the equipment was rented and identify the name of the person(s) designated to receive the equipment. If requested, the User as defined by ANSI A92/CISA B354 agrees to have the person designated present at the time of delivery to receive the equipment familiarization. Familiarization will be made in accordance to ANSI A92 & CISA B354. Familiarization is not considered training or certification and does not impact the obligations of Section 2.

RESOLUTION APPOINTING MUNICIPAL HOUSING LIAISON

WHEREAS, pursuant to P.L. 2024, c.2, the Township of West Orange (the “Township”) is required to appoint a Municipal Housing Liaison for the oversight of administration of the Township’s affordable housing program to enforce the requirements of the law and N.J.A.C. 5:80-26.1 et. seq.; and

WHEREAS, Chapter 25 Section 18.17 provides for the appointment of a Municipal Housing Liaison to administer the Township’s affordable housing program., and

WHEREAS, Chapter 25 Section 18.17 requires that the Municipal Housing Liaison shall be appointed with the approval of the governing body; and

WHEREAS, the Municipal Housing Liaison is an uncompensated position; and

WHEREAS, Geniece Gary-Adams and Peter F. Smeraldo Jr. have all required qualifications to hold the position as Municipal Housing Liaison; and

NOW, BE IT HEREBY RESOLVED, that the Township Council of the Township of West Orange, does and hereby approves the appointment of Geniece Gary-Adams and/or Peter F. Smeraldo Jr. as Municipal Housing Liaison pursuant to Township Code § 25-18.17 and the Fair Housing Act.

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

Joe Krakoviak
Council President

Adopted: August 12, 2025

RESOLUTION

WHEREAS, on Tuesday, August 05, 2025 the Township received bids for the contract “2025-2026 Snow Plowing, Salting, Removal and Snow Hauling” from two contractors: Grabowski Construction, Inc. of 770 Northfield Avenue, West Orange, NJ and Shauger Property Services, Inc. of 429 Dodd Street, East Orange, NJ; and

WHEREAS, the Director of Public Works recommends the following award of contracts per the attached Schedule A; and

WHEREAS, the Director of Public Works recommends the rejection and rebidding of the following contract as per the attached Schedule A; and

WHEREAS, funding for this service is available in the 2025 operating budget and will be available in the 2026 operating budget; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that a contract be awarded for plowing and salting routes to Grabowski Construction of West Orange, NJ and usage of equipment as per the attached Schedule A with a not to exceed \$175,000.00 and that plowing and salting routes be awarded to Shauger Property Services, Inc. of East Orange, NJ as per the attached Schedule A with a not to exceed \$50,000.00.

BE IT FURTHER RESOLVED, by the Council authorizes the Purchasing Agent to rebid as per attached Scheduled A.

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

Joe Krakoviak
Council President

I hereby certify funds are available from: **NOT TO EXCEED BUDGETED AMOUNT**

John C. Ditinyak, Chief Financial Officer

Adopted: August 12, 2025

SCHEDULE A

Vendor Submission List:

Grabowski Construction
770 Northfield Avenue
West Orange, NJ 07052

Shauger Property Services, Inc.
429 Dodd Street
East Orange, NJ 07017

Awarded Snow Plowing Routes:

Route 1A, Lower Valley, \$225.00/hr **Shauger Property Services**

Route 1B, Heights, \$500.00/hr **Grabowski Construction**

Route 1C, Merklin District, \$250.00/hr **Shauger Property Services**

Route 1D, Oaks, Dogwood, Korwel, Vizcaya and Reserve at Belair, \$550.00/hr **Grabowski Construction**

Route 1G-1 St Cloud Tract, \$500.00/hr **Grabowski Construction**

Route 1H-1, Suburban, Robertson Tract, \$250.00/hr **Shauger Property Services, Inc.**

Route 1I, Seaman, Woodland Tract, \$250.00/hr **Shauger Property Services, Inc.**

Route 1J-1 Stanford Area, \$500.00/hr **Grabowski Construction**

Route 1K, Main St dead ends \$500.00/hr **Grabowski Construction**

No Bid and Rebid Snow Plow Routes

Route 1E, Roosevelt Ave/Lorelei Rd to Manger Rd, Oldstead

Route 1F, Lower Gregory

Route 1G-2, St. Cloud Tract

Route 1J-2, Stanford Area

Award/Rejection and Rebid equipment upon request for Plowing and for Removal, Loading and Hauling:

Option 4A

A SINGLE AXLE TRUCKS WITH PLOW (MIN. 26,000 GVWR) **REBID**

B TANDEM AXLE TRUCKS WITH PLOW (MIN. 26,000 GVWR) **REBID**

C SINGLE AXLE TRUCKS WITH PLOW (MIN. 12,000 GVWR) **REBID**

Option 4B

A 20 CY ROLL OFFS **REBID**

B 30 CY ROLL OFFS **REBID**

C TANDEM AXLE TRUCKS \$550.00/hr **Award Grabowski Construction**

D TRI-AXLE TRUCKS **REBID/Reject Shauger Property Services no amount specified**

E FRONT END BUCKET LOADER (MIN. 2.5 CY) \$550.00/hr **Award Grabowski Construction; Reject Shauger Property Services no amount specified**

2025-2026 SNOW PLOWING, SALTING, REMOVAL SNOW HAULING WITH TWO (2), ONE (1) YEAR OPTIONS

BIDS RECEIVED ON: AUGUST 05, 2025

RESULTS by Purchasing Department

TOWNSHIP OF WEST ORANGE, ESSEX COUNTY NJ 2025-2026 CONTRACT FOR SNOW PLOWING, SALTING, REMOVAL AND SNOW HAULING WITH TWO (2), ONE (1) YEAR OPTIONS BID DATE: TUESDAY AUGUST 05, 2025 AT 11:30 AM			1		2	
			GRABOWSKI CONSTRUCTION		SHAUGER PROPERTY SERVICES, INC	
			Contractor Name 770 NORTHFIELD AVE		Contractor Name 429 DODD ST	
			Street Address WEST ORANGE NJ 07052		Street Address EAST ORANGE NJ 07017	
			City	State/Zip	City	State/Zip
Route #	Description	EQUIPMENT	Unit Price Per Hour	Amount	Unit Price Per Hour	Amount
1A	LOWER VALLEY AREA	F450	\$500.00	\$100,000.00	\$225.00	\$45,000.00
1B	HEIGHTS	F450	\$500.00	\$100,000.00	\$0.00	\$0.00
1C	MERKLIN DISTRICT AND KELLY DRIVE AREA	F700	\$550.00	\$110,000.00	\$250.00	\$50,000.00
1D	OAKS, DOGWOOD, KORWEL, VIZCAYA AND RESERVE AT BELAIR	F700	\$550.00	\$110,000.00	\$0.00	\$0.00
1E	ROOSEVELT AVENUE/LOREILEI ROAD TO MANGER RD, OLDSTEAD	F700	\$0.00	\$0.00	\$0.00	\$0.00
1F	LOWER GREGORY SECTION	F700	\$0.00	\$0.00	\$0.00	\$0.00
1G-1	ST. CLOUD TRACT	F450	\$500.00	\$100,000.00	\$0.00	\$0.00
1G-2	ST. CLOUD TRACT	F700	\$0.00	\$0.00	\$0.00	\$0.00
1H-1	SUBURBAN, ROBERTSON TRACT	F700	\$0.00	\$0.00	\$250.00	\$50,000.00
1I	SEAMAN, WOODLAND TRACT	F700	\$0.00	\$0.00	\$250.00	\$50,000.00
1J-1	STANFORD AREA	F450	\$500.00	\$100,000.00	\$0.00	\$0.00
1J-2	STANFORD AREA	F700	\$0.00	\$0.00	\$0.00	\$0.00
1K	MAIN STREET DEAD ENDS	F450	\$500.00	\$100,000.00	\$0.00	\$0.00
TOTAL ROUTES BID AMOUNT				\$ 720,000.00		\$195,000.00
OPTION 4A	SNOW PLOWING					
		# TRUCKS	PRICE PER HR		# TRUCKS	PRICE PER HR
A	SINGLE AXLE TRUCKS WITH PLOW (MIN. 26,000 GVWR)	0	\$0.00		0	\$0.00
B	TANDEM AXLE TRUCKS WITH PLOW (MIN. 26,000 GVWR)	0	\$0.00		0	\$0.00
C	SINGLE AXLE TRUCKS WITH PLOW (MIN. 12,000 GVWR)	0	\$0.00		0	\$0.00
OPTION 4B	SNOW REMOVAL AND HAULING					
				BUCKET (CY)		BUCKET (CY)
A	20 CY ROLL OFFS FOR	0	\$0.00		0	\$0.00
B	30 CY ROLL OFFS FOR	0	\$0.00		0	\$0.00
C	TANDEM AXLE TRUCKS	2	\$550.00		0	\$0.00
D	TRI-AXLE TRUCKS	0	\$0.00		2	\$0.00
E	FRONT END BUCKET LOADER (MIN. 2.5 CY)	3	\$550.00	2.50	5	\$0.00

**R E S O L U T I O N- AWARDING A CONTRACT FOR THE PERFORMANCE OF
PRELIMINARY ENGINEERING (PE) SERVICES TO GREENMAN – PEDERSEN, INC
FOR THE WASHINGTON STREET CORRIDOR IMPROVEMENT PROJECT PHASE 2**

WHEREAS, the Township of West Orange wishes to perform improvements to the Washington Street corridor from Liberty Street to the City of East Orange limits; and

WHEREAS, the Township has been awarded NJDOT Local Aid and Economic Development Transportation Alternatives Program (TAP) grant funding in the amount of \$707,000.00 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 five NJDOT prequalified consultants is selected to oversee this project, so as not to impact the \$707,000.00 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 July 17, 2025 for completing the Preliminary Engineering (PE) Phase of this project at a total cost of \$155,437.29; 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 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 2025; 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 2023 Transportation Alternatives Program (TAP) Grant Project for the **WASHINGTON STREET CORRIDOR IMPROVEMENT PROJECT PHASE 2** in an amount not to exceed \$155,437.29.

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, R.M.C.
Municipal Clerk

Joe Krakoviak
Council President

Adopted: August 12, 2025

I hereby certify funds are available from:

ACCOUNT NO.

\$155,437.29

John Ditinyak, Chief Financial Officer

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

CONSULTANT: Greenman - Pedersen, Inc.

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

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

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

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

CONTENTS

ARTICLE 1.	STATEMENT OF WORK.....	3
ARTICLE 2.	PLANS AND SPECIFICATIONS.....	4
ARTICLE 3.	KEY PERSONNEL.....	4
ARTICLE 4.	PERFORMANCE SCHEDULE.....	4
ARTICLE 5.	ALLOWABLE COSTS AND PAYMENTS	4
ARTICLE 6.	EXAMINATION OF RECORDS.....	6
ARTICLE 7.	PLANS THE PROPERTY OF TOWNSHIP OF WEST ORANGE	7
ARTICLE 8.	REPORTS	7
ARTICLE 9.	TERMINATION	7
ARTICLE 10.	PUBLICITY.....	8
ARTICLE 11.	DEBARMENT AND SUSPENSION.....	8
ARTICLE 12.	COMPLIANCE WITH LAWS	8
ARTICLE 13.	ASSIGNMENT.....	8
ARTICLE 14.	INDEMNIFICATION/INSURANCE.....	9
ARTICLE 15.	SPECIAL PROVISIONS.....	9
ARTICLE 16.	SUBCONTRACTORS	10
ARTICLE 17.	REPRESENTATIONS, WARRANTIES AND COVENANTS	11
ARTICLE 18.	SITUS	11
ARTICLE 19.	NOTIFICATIONS.....	12
ARTICLE 20.	CONFIDENTIALITY/PUBLICATION.....	12
ARTICLE 21.	NEW JERSEY BUSINESS REGISTRATION REQUIREMENT.....	13
ARTICLE 22.	EQUAL OPPORTUNITY.....	13
ARTICLE 23.	NONDISCRIMINATION.....	15
ARTICLE 24.	DISADVANTAGED BUSINESS ENTERPRISES.....	15
ARTICLE 25.	GENERAL PROVISIONS.....	16
SIGNATURE PAGE.....		17

EXHIBITS:

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

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

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

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

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

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

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

ARTICLE 1. STATEMENT OF WORK

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

ARTICLE 2. PLANS AND SPECIFICATIONS

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

ARTICLE 3. KEY PERSONNEL

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

ARTICLE 4. PERFORMANCE SCHEDULE

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

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

ARTICLE 5. ALLOWABLE COSTS AND PAYMENTS

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

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

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

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

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

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

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

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

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

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

ARTICLE 6. EXAMINATION OF RECORDS

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

ARTICLE 7. PLANS THE PROPERTY OF WEST ORANGE

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

ARTICLE 8. REPORTS

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

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

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

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

ARTICLE 9. TERMINATION

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

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

ARTICLE 10. PUBLICITY

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

ARTICLE 11. DEBARMENT AND SUSPENSION

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

ARTICLE 12. COMPLIANCE WITH LAWS

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

ARTICLE 13. ASSIGNMENT

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

ARTICLE 14. INDEMNIFICATION/INSURANCE

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

ARTICLE 15. SPECIAL PROVISIONS

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

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

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

ARTICLE 16. SUBCONTRACTORS

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

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

ARTICLE 17. REPRESENTATIONS, WARRANTIES AND COVENANTS

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

ARTICLE 18. SITUS

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

ARTICLE 19. NOTIFICATIONS

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

If to WEST ORANGE:

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

If to GPI:

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

ARTICLE 20. CONFIDENTIALITY/PUBLICATION

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

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

ARTICLE 21. NEW JERSEY BUSINESS REGISTRATION REQUIREMENT

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

ARTICLE 22. EQUAL OPPORTUNITY

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

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

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

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

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

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

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

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

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

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

ARTICLE 23. NONDISCRIMINATION

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

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

ARTICLE 24. DISADVANTAGED BUSINESS ENTERPRISES

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

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

ARTICLE 25. GENERAL PROVISIONS

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

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

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

ATTEST/SEAL

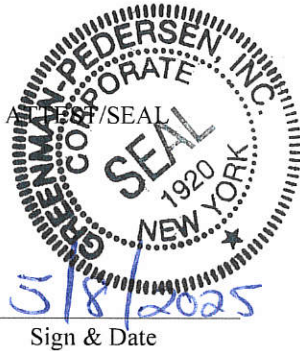
WEST ORANGE TOWNSHIP

Sign & Date

By: _____
Sign & Date

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

Susan McCartney
Mayor



Sign & Date

Cynthia R. Okamoto
Cynthia R. Okamoto
Contracts Manager

GREENMAN-PEDERSEN, INC.

By: 5/8/2025
Sign & Date

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





June 24, 2024 (Updated August 20, 2024)

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

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

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

Dear Ms. Carballo:

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

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

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

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

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

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

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

Scope of Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Potential complications with curb extensions include:

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

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

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

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

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

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

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

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

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

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

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

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

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

Assumptions: The following assumptions are related to Task 3085

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

Greenman-Pedersen, Inc.

A handwritten signature in blue ink, appearing to read 'Andrew Cangiano', is written over a faint, larger blue signature that also appears to read 'Andrew Cangiano'.

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

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

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

Notes:

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

Labor		\$39,510.18
x 1.6341 Overhead		\$64,563.59
Fixed Fee (22.5% Labor)		\$8,889.79
Mileage		\$500.00
Printing / Postage / misc.		\$500.00
GPI Total		\$113,963.56

Subconsultants: MFS (DBE) (see attached MFS proposal)

	\$41,473.73
Grand Total	\$155,437.29

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

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

Escalation 3% per year, 1 year



2 August 2024

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

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

Dear Lenin,

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

PROJECT UNDERSTANDING

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

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

The services shall include:

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

New Jersey (Headquarters)

2780 Hamilton Blvd.
South Plainfield, NJ 07080

Phone 908.922.4622
Fax 866.571.7413

New Jersey

24 Kanouse Rd.
Newfoundland, NJ 07435

Phone 973.697.2122
Fax 973.838.6433

New York

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

Phone 212.943.6576
Fax 866.517.7413

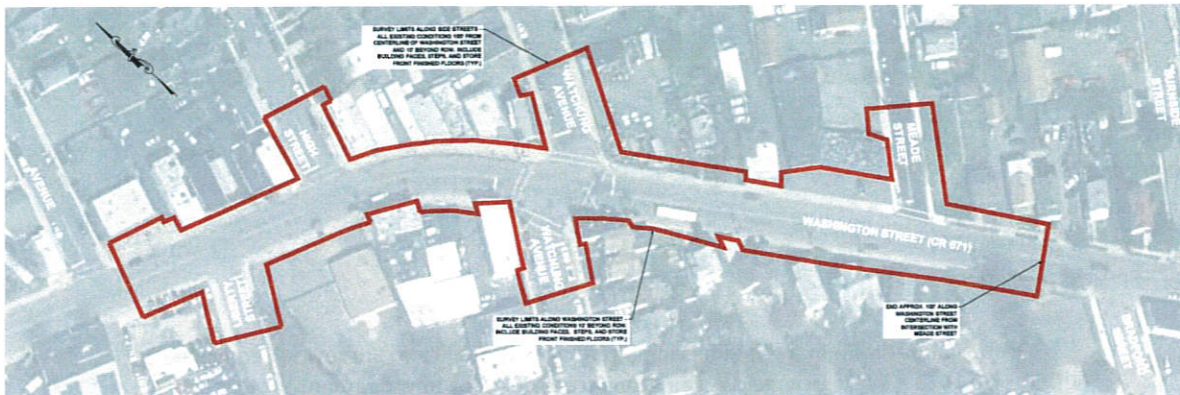
Puerto Rico

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

Phone 787.998.7436
Fax 787.765.3691

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

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



ACTIVITY 3015 – PREPARE CONTROL SURVEY REPORT

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

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

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

ACTIVITY 3020 – CONDUCT TOPOGRAPHIC SURVEY

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

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

ACTIVITY 3025 – PREPARE BASE MAPS

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

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

DELIVERY ITEMS

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

EXCLUSIONS

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



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

FEE SCHEDULE

Please refer to the included summary of staffing.

SCHEDULE

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

Very truly yours,
MFS Consulting Engineers & Surveyor, DPC



Scott Dey, CST
Project Manager

FEES AND CONDITIONS

Effective 1 January 2024

REIMBURSABLE EXPENSES

Type of Reimbursable	Rate	Type of Reimbursable	Rate
18"x24" paper B&W/Color (each)	\$3.00/\$7.00	Letter or Legal Size B&W/Color (each)	\$0.50/\$1.00
24"x36" paper B&W/Color (each)	\$5.00/\$12.00	11"x17" B&W/Color (each)	\$1.00/\$3.00
30"x42" paper B&W/Color (each)	\$7.00/\$17.00	Next Day delivery/courier service	Cost + 10%
36"x48" paper B&W/Color (each)	\$10.00/\$23.00	Hand Delivery	Cost +10%
24"x36" vellum/mylar B&W (each)	\$35.00	Certified Postal Mail	Cost + 10%
30"x42" vellum/mylar B&W (each)	\$50.00	Mileage (per mile)	IRS Standard ¹

¹Car mileage is billed at the IRS standard mileage rate found at www.irs.gov

PROFESSIONAL LIABILITY AND RELATED SERVICES

A surcharge of 2% will be added to the invoice total to cover the cost of Professional Liability Insurance and related costs of insurance.

IN HOUSE LABORATORY TESTS

Laboratory testing will be billed at unit rates depending on the type of test. A schedule of unit prices for standard laboratory tests will be furnished upon request. Engineering soil and/or rock samples will be stored for 90 days without charge and will be discarded, or returned to the client, unless otherwise requested by the client. Sample storage past 90 days will be billed at \$100.00 per box per month.

HEALTH AND SAFETY AND OTHER SPECIAL FIELD EQUIPMENT

Special equipment such as nuclear densometers, seismographs, load test equipment, surveying equipment, disposable protective equipment, and respirator cartridges will be billed on a daily rate basis. Organic vapor analyzers and similar safety and/or monitoring equipment will be billed on daily, weekly, or monthly rates. A rate schedule will be provided upon request.

SUBCONTRACTED CHARGES

All subcontracted work including laboratory analysis, borings, test pits, report reproduction, outside computer services, surveying, etc., will be billed at cost plus a mark-up.

OTHER EXPENSES

Expenses incurred for special supplies, plan reproduction, long distance communications, travel and subsistence, and other project related expenses will be billed as outlined above.

TERMS OF PAYMENT

Invoices are payable within 30 days of receipt. Service charge of 2.0% / mo. will be imposed on all bills not paid within 30 days. If a bill remains unpaid after 60 days, MFS shall be entitled to suspend and/or discontinue our services/work until payments are received to bring your account current, and MFS reserves the right to terminate this Agreement without notice for continued non-payment. See Terms and Conditions, Paragraph 4, Invoicing, Service Charges.

TERMS AND CONDITIONS**1. STANDARD OF CARE**

The services of **MFS Consulting Engineers & Surveyor, DPC (MFS)** under this Agreement, will be performed, prepared, and presented, subject to causes outside of MFS's control, in a manner consistent with professional skill and care ordinarily exercised by other engineering and surveying professionals performing similar services under similar circumstances in the jurisdiction where these services are rendered at the time the services are being performed, including in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. The Client agrees that no other representation, expressed or implied, and no warranty or guarantee is provided by MFS or is presumed given by MFS under this Agreement or in any report, opinion, or any other document prepared by MFS.

2. RIGHT OF ENTRY

The Client will provide for right of entry in order for MFS to perform its services. While MFS will take all reasonable precautions to minimize or avoid any damage to the property, including to subterranean structures or utilities, it is understood by the Client that in the normal course of performance some damage may occur, the correction of which is not MFS's responsibility as part of this Agreement.

3. EXISTING CONDITIONS

The Client recognizes that, unless it authorizes and expends additional sums of money and/or destroys otherwise adequate or serviceable portions of the structure, actual conditions may vary from those encountered at the locations where borings, surveys, observations or explorations are made by MFS and that the interpretation, assumptions, and recommendations of MFS are based solely on the information

Initials: _____ Date: _____

available to it. Therefore, the Client agrees, to the fullest extent permitted by law, to hold harmless and release MFS from and against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Client's decision not to expend additional sums to further investigate existing conditions on this project, excepting only those damages, liabilities, or costs attributable to the sole negligence and/or willful misconduct of MFS. Further, MFS shall have the right to rely on the accuracy and completeness of all information furnished to it by the Client. MFS shall not be responsible for interpretations by others of the information it develops or provides to the Client.

4. INVOICING, SERVICE CHARGES

Invoices are payable within 30 days of receipt. A service charge of 2% per month will be imposed on all bills not paid within 30 days. The Client shall have no right of setoff against the amounts due to MFS and no deductions shall be made from MFS's compensation on account of any actual or alleged claim, action, breach, error, omission, tort, fault, wrong, liability, penalty, or damage actually or allegedly caused by, arising from, or relating to MFS, MFS's services on the Project, or this Agreement. In the event of a suspension of services or termination of the Agreement by MFS either due to non-payment of invoices, and/or in accordance with Paragraph 5, Termination, of these Terms and Conditions, MFS shall have no liability for any delay or damage of any kind actually or allegedly caused by such suspension of services or termination. Before resuming services, MFS shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of MFS's services. MFS's fees for the remaining services and the time schedules shall be equitably adjusted. In the event the Client fails to pay MFS on account of services rendered as set forth on an MFS invoice, the Client agrees that it is responsible for all reasonable costs of collection, including attorneys' fee and staff time spent on depositions and court appearances, incurred by MFS in connection with its collection efforts against the Client.

5. TERMINATION

Except as otherwise provided in this Agreement, this Agreement may be terminated by either party upon not less than seven (7) calendar days' written notice, should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. If the defaulting party fails to cure its default within the seven (7) calendar day notice period or fails to commence action to cure its default if the cure cannot reasonably be completed within the seven (7) days, the non-defaulting party may terminate the Agreement. Failure of the Client to make payments to MFS in accordance with this Agreement shall be considered substantial non-performance and grounds for termination or suspension of services at MFS's option, regardless of any alleged fault attributable to MFS, and no seven (7) day notice period is required. In the event of termination, MFS shall be compensated for all services performed and reimbursable expenses incurred prior to such termination, all termination expenses, and anticipated profit in connection with project under this Agreement.

6. DISPOSAL OF SAMPLES

All samples, contaminated or otherwise ("Samples"), collected by MFS while performing services under this Agreement are the property and responsibility of the Client. Upon written notice, MFS may dispose of Samples in its possession after ninety (90) calendar days unless otherwise required by law or other arrangements are mutually agreed to in writing by the parties. The Client shall be responsible for all costs incurred in connection with the disposal of Samples. At all times, any and all rights, title, and responsibility for Samples shall remain with the Client and under no circumstances shall these rights, title, and responsibility be transferred to MFS.

7. JOBSITE SAFETY AND CONTROL OF WORK

MFS shall take reasonable precautions to safeguard its own employees. Except as otherwise expressly agreed to in writing by MFS, MFS shall have no responsibility for the safety program at the Project nor the safety of any contractor or subcontractor or construction manager of the Client or other person. Neither the professional activities of MFS nor the presence of MFS's employees and subcontractors at the Project site shall be construed to confer upon MFS any responsibility for any activities on site performed by personnel other than MFS's employees. The Client agrees that MFS shall have no power, authority, right, or obligation to supervise, direct, stop the work of, or control the activities of any contractors or subcontractors or construction manager of the Client, their agents, servants, or employees.

8. INDEMNIFICATION

Subject to the provisions of Paragraph 9, Limitation of Liability, of this Agreement, MFS agrees to indemnify and hold the Client and the Client's parents, subsidiaries, affiliates, partners, officers, directors, shareholders, employees, and agents harmless for any and all claims, damage obligations, liabilities, suits, demands, and losses for personal injury and/or property damage, including reasonable attorney's fees and other expenses where recoverable by law, asserted by any third parties, but only to the extent of MFS's negligence in the performance of its services under this Agreement. In no event shall MFS be responsible for any loss, damage, or liability arising from or caused by any acts of the Client or third party or any of their agents, employees, staff, or other consultants, subconsultants, contractors, or subcontractors. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

9. LIMITATION OF LIABILITY

The Client agrees to limit MFS's liability to the Client and to any and all of the Client's parents, subsidiaries, affiliates, partners, officers, directors, shareholders, employees, agents, construction managers, contractors, subcontractors, consultants, subconsultants, and insurers for any and all damages arising out of or relating to the performance of MFS's services under this Agreement, such that MFS's aggregate liability to all those named will not exceed the lesser of (i) five times MFS's fee for its services on the Project or (ii) MFS's available professional liability insurance coverage at the time of any settlement or judgment. In the event that any portion of this limitation of liability provision is deemed unenforceable or void as a matter of law, then MFS's liability pursuant to this Paragraph 9, Limitation of Liability, shall be limited to the lowest amount allowable as a matter of law. The Client agrees to notify any of its construction managers, contractors, subcontractors, consultants, subconsultants, and insurers who may perform work on behalf of the Client in connection with this Agreement of such limitation of professional liability for defects, errors, omissions, or negligence and to require as a condition precedent to their performing their work a like indemnity and limitation of liability on their part in favor of MFS.

To the fullest extent permitted by law, the Client further agrees that no shareholder, officer, director, partner, principal, or employee of MFS shall have personal liability for any act, omission, breach, tort, fault, or wrong arising from or relating to MFS's services on the Project or under this Agreement.

The Client waives consequential damages, including, but not limited to, loss of use or loss of profits for claims, disputes, or other matters in

Initials: _____ Date: _____

question arising out of or relating to the services provided by MFS regardless of whether such claim or dispute is based upon an alleged breach of contract, willful misconduct or negligent act or omission of MFS or its employees, agents, subconsultants, or other legal theory. This waiver is applicable without limitation to either party's termination of this Agreement pursuant to the terms set forth herein.

To the extent damages are covered by property insurance during and after construction, the Client waives all rights against MFS and against the contractors, consultants, agents, and employees of MFS for damages, except such rights as Client may have to the proceeds of such insurance. The Client, as appropriate, shall require its contractors, subcontractors, consultants, subconsultants, agents, and employees of any of the foregoing third parties to execute similar waivers.

10. INSURANCE

MFS maintains workers' compensation, general liability, property, automobile, and professional liability insurance. Certificates of insurance will be issued to the Client upon a written request from the Client. The Client agrees that it will require the construction manager, general contractor, or, if the Client has not retained a construction manager or general contractor, the contractor(s) responsible for performing the work reflected by or relating to MFS's services on the Project, to name MFS as an additional insured on their insurance coverage applicable to the Project.

11. CLIENT REQUIRED TO SERVE A NOTICE OF CLAIM

Notwithstanding any state's legal requirements, the Client shall make no claim (directly or in the form of a third-party claim) against MFS, unless the Client has first provided MFS with a written certification, executed by an independent professional, credentialed the same as the MFS personnel performing the alleged negligent services (e.g. engineer for an engineer, surveyor for a surveyor, etc.) and in the state in which the Project is located, specifying and certifying each and every act or omission that the Client contends constitutes a violation of the standard of care under this Agreement. Such certification shall be provided to MFS thirty (30) calendar days prior to the institution of any legal proceeding by the Client and failure to do so shall result in a dismissal of the legal proceeding at the Client's expense.

12. FORCE MAJEURE

MFS shall not be responsible or liable for any delays in performance or failure of performance in the event of fire, flood, explosion, the elements, or other catastrophe, Acts of God, war, riot, civil disturbances, terrorist act, strike, lock-out, refusal of employees to work, labor disputes, inability to obtain materials or services, delays caused by the Client, its agents, contractors, subcontractors, consultants, subconsultants, or employee, or any governmental regulation or agency, or for any other reason beyond the control of MFS.

13. RIGHT TO REFERENCE PROJECT

The Client grants MFS a royalty free perpetual license to use the Client's name along with a general description and/or pictures of the Project in MFS promotional materials.

14. DOCUMENT OWNERSHIP

All reports, notes, drawings, specifications, data, calculations, and other documents prepared by MFS ("Documents") are instruments of MFS's services that shall remain MFS's property. The Client agrees not to use the Documents for future additions or alterations to this Project or for other projects without MFS's express written consent. Any unauthorized use of the Documents will be at the Client's sole risk and without liability to MFS or its subconsultants. Accordingly, Client shall defend, indemnify, and hold harmless MFS from and against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized use. MFS shall have the right to select its own counsel to represent it in connection with this Paragraph 14, Document Ownership, and Paragraph 8, Indemnification, above.

15. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto and their respective legal representative successors and assigns.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state in which the office of MFS that issued the Proposal is located.

17. DISPUTE RESOLUTION

MFS and the Client agree that any claim against MFS arising under this Agreement and the performance thereof shall be subject to non-binding mediation as a prerequisite to further legal proceedings. If the parties do not agree otherwise, then mediation shall proceed pursuant to AAA's procedures, but in no case shall MFS's ability to pursue outstanding invoices be subject to this mediation pre-condition.

18. RELIANCE BY OTHERS

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third-party against either the Client or MFS.

Further, MFS and its consultants shall be entitled to use or rely upon design elements and information ordinarily or customarily furnished by the Client and others including but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards, and therefore, to the fullest extent permitted by law, the Client agrees to defend, indemnify, and hold harmless MFS and MFS's consultants, parents, subsidiaries, affiliates, partners, officers, directors, shareholders, employees, and agents for any and all claims, damage obligations, liabilities, suits, demands, and loss, including attorneys' fees and all other costs, expenses, and disbursements, to which MFS may be subject, actually or allegedly arising from or relating to (i) any unknown site condition or subterranean structures of which MFS does not have actual knowledge; (ii) any errors, omissions, or inconsistencies in any data documents, records, or information provided to MFS by the Client or third parties; or (iii) the Client's unauthorized use or copyright violation of plans, reports, documents, and related materials prepared by MFS. In the event any part of this indemnification is void as a matter of law, then only that portion that is deemed void as a matter of law shall be stricken and the balance of this indemnification shall remain in full force and effect.

19. THIRD-PARTY CERTIFICATES

MFS shall not be required to sign any document no matter by whom requested that would result in MFS having to certify, guarantee, or warrant anything or offer any professional opinion or statement that MFS in its sole discretion finds unreasonable. Owner agrees not to make resolution of any dispute with MFS or payment of any amount due MFS in any way contingent upon MFS signing any such document.

Initials: _____ Date: _____

20. BONDING

MFS shall not provide or have any responsibility for surety bonding or insurance related advice, recommendations, counseling, or research or enforcement of construction insurance or surety bonding requirements.

21. ENTIRE AGREEMENT

This Agreement (consisting of these Terms and Conditions, MFS's Fee Schedule, if applicable, and any Proposal which these Conditions accompany and of which they are part) constitutes the entire agreement between the parties, supersedes any and all prior agreements or representations of the parties to this agreement, and may not be modified, amended, or varied except by a document in writing signed by the parties hereto.

Initials: _____ Date: _____





SUMMARY OF STAFFING

CLIENT: Greenman-Pedersen, Inc.

August 2, 2024

PROJECT: P.E. Phase Survey Services - NJDOT TAP 2023
Washington St. Corridor Improvement Project Phase 2

MFS # NJ24060.001R1

TITLE	ASCE GRADE	TASKS					TOTAL HOURS
		1	2	3	4	5	
Principal/Owner	PIX	3	3	1	0	0	7
Project Manager	PV	10	11	5	0	0	26
Senior Technician	ET5	23	7	24			54
Technician	ET4	15	5	14			34
CAD Operator	ET3	0	0	10			10
Chief of Party	ET4	30	80	0			110
Instrument Person	ET3	30	20	0			50
Rodperson	ET3						0
Clerical Salaries	Clerical						0
TOTAL		111	126	54	0	0	291

CURRENT HOURLY RATE	DIRECT TECHNICAL LABOR
\$88.63	\$620.41
\$70.42	\$1,830.92
\$64.75	\$3,496.50
\$42.14	\$1,432.76
\$19.23	\$192.30
\$47.26	\$5,198.60
\$35.25	\$1,762.50
\$27.93	\$0.00
\$40.52	\$0.00
	\$14,533.99

DIRECT EXPENSES:		
Aerial Photography		\$0.00
Aerial LiDAR		\$0.00
Subsistence	days @ \$200 per day	\$0.00
Mileage	726 miles @ \$0.67/mile	\$486.42
Closings - Lane Closings	days @ \$3,250 per day	\$0.00
Closings - Shoulder Closings	days @ \$2,450 per day	\$0.00
Closings - Shadow Truck	days @ \$975 per day	\$0.00
Materials, Postage etc		\$0.00
Other		\$0.00
Direct Expense Total:		\$486.42

	PAYROLL	\$14,533.99
164.01%	OVERHEAD	\$23,837.20
18.00%	FEE	\$2,616.12
	DIRECT EXPENSES	\$486.42
TOTAL		\$41,473.73

TASKS

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



June 24, 2024 (Revised August 20, 2024)

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

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

Subject: Proposed Scope of Services and Cost Proposal for Final Design

Dear Ms. Carballo

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

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

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

The intersection of Washington Street and Watchung Avenue is a signalized intersection. Traffic signal and intersection improvements are excluded from this project. Traffic signal and intersection improvements are to be completed under the Essex County Local Safety Project.

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

Scope of Services

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

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

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

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

It is understood that the Township will not process any submitted invoices unless the above information is attached to the same.

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

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

Activity No.	Activity Description
4050	Develop Alternatives of Accommodation
4085	Conduct Supplemental Subsurface Utility Engineering
4090	Incorporate Utility Design in Contract Documents
4100	Prepare Jurisdictional Limits Maps and Agreements
4210	Complete Horizontal / Vertical Geometry
4215	Conduct Supplemental Surveys
4220	Prepare Final Roadway Plans
4230	Complete Lighting Design
4240	Complete Traffic Signal, Signing and Striping Plans
4260	Develop Landscape Architectural Design
4270	Complete Drainage Design
4275	Develop Construction Cost Estimate
4280	Develop Specifications
4285	Develop Construction Schedule
4290	Prepare Final Design Submission Package
4385	Prepare Permit Application
4410	Prepare Soil Erosion and Sediment Control Plans

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

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

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

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

Assumptions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Assumptions:

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

- Full depth pavement and/or pavement resurfacing will be limited to the narrow strips of pavement removal and replacement necessary to install the proposed curb.
- The design of a new stormwater collection and conveyance system is not anticipated and therefore not included in this scope of services.
- Permitting and regulatory compliance assessments will be based on the current NJDEP SWM Rules, NJDEP Flood Hazard Area Control Act and NJDEP Freshwater Wetlands Protection Act Rules as of the date of this proposal. This proposal does not include work to conform to subsequent rule changes made during this work effort.
- The total net new impervious and total disturbance will be less than ¼ acre and one acre, respectively; therefore, it will not be necessary to comply with SWM Rules.
- The design and soils testing for Best Management Practices (BMPs) such as stormwater basins and/or mechanical treatment devices (MTDs), or Green Infrastructure, are not included in this scope of services.
- Project disturbance is not within a NJDEP Freshwater Wetlands regulated area, NJDEP Freshwater Wetlands permits are not required and are excluded from this proposal.
- Proposed improvements within the NJDEP Flood Hazard Area will comply with the conditions of FHACA Permits-By-Rule. A formal permit submission to NJDEP for a General Permit by Certification, General Permit or Individual Permit under the FHACA will not be required.

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

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

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

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

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

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

Assumptions:

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

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

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

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

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

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

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

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

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

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

Execute Final Design Public Involvement Action Plan (4795): GPI will attend and prepare the mailing list, the handout, presentation material and minutes with attached sign-in sheet for one (1) anticipated Public Information Center (PIC). Notice letters will be mailed via standard USPS by GPI (not certified). The goal of the PIC is to obtain public input on the Final Design. The PIC is a community outreach forum to develop a partnership with the public. The public is a stakeholder, along with local and state officials, and public interest groups. It is preferable to obtain documentation of local support before the PIC.

It is anticipated that the Township will review the PIC handout and mailing list. The presentation material may include: an aerial of the study area, final plans, existing and proposed typical sections, environmental concerns, and construction staging. It is anticipated that the Township will secure the meeting facility for the PIC.

If requested by the Township, the PIC will be held virtually. A virtual public information center (VPIC) would be a prerecorded video with a slide presentation illustrating the project need, proposed improvements and anticipated benefits. The video can be available in more than just the English language. The video is to be available for viewing for at least a two-week period to allow the public to view at their convenience. The Township would host the link to the VPIC or, if Township prefers, GPI will host a project website with a Township link to website.

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

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

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

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

Assumptions:

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

- Modifications will not be required to the existing roadway profile or roadway cross slopes.
- Full depth pavement and/or pavement resurfacing will be limited to the narrow strips of pavement removal and replacement necessary to install the proposed curb and ADA ramps.
- Drainage design is limited to resolving issues at curb ramps, curb extensions and cross walks. Analysis of existing drainage systems and the correction of existing drainage issues is excluded from this scope.
- Final design CADD drawings and design will be produced in AutoCAD/C3D format.
- A Cultural Resource Study Phase IA is not included in this scope of services. Any coordination with the NJDEP SHPO to secure approvals requiring a Cultural Resource Study Phase IA will be conducted by NJDOT and SHPO.
- Threatened and endangered species survey will be conducted by NJDOT BEPR. NJDOT BEPR will handle the required threatened and endangered species coordination and documentation.
- Green Acres coordination, if required, will be conducted by NJDOT BEPR and NJDEP.
- Hazardous waste investigations and studies, if necessary, are to be performed by NJDOT and therefore not included in this scope of services.
- Environmental mitigation is not anticipated and therefore not included in this scope of services.
- Hydrology and hydraulics for flood plain modeling is excluded. FHAIP Verification will not be required.
- Changes to NJDEP Flood Hazard Area Control Act and NJDEP Freshwater Wetlands Protection Act Rules could affect the project scope and work effort.

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

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

Sincerely,

Greenman-Pedersen, Inc.



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

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

Activity	Activity No.	Project Manager	Senior Engineer	Project Engineer	Engineer	Associate Engineer	Junior Engineer	Senior Tech	Tech	Assistant Tech	Total Hours	Total
Project Management: Scheduling and Coordination	-	\$112.57	\$98.60	\$83.15	\$69.20	\$49.75	\$39.50	\$78.48	\$47.19	\$43.20	40	\$3,796.72
Develop Alternatives of Accommodation	4050	0	0	8	0	20	0	0	0	0	28	\$1,660.20
Conduct Supplemental Subsurface Utility Engineering	4085	0	0	2	4	4	0	0	0	0	10	\$642.10
Incorporate Utility Design in Contract Documents	4090	0	0	2	0	0	4	2	0	0	8	\$481.26
Prepare Jurisdictional Limits Maps and Agreements	4100	0	0	8	0	0	12	0	0	0	20	\$1,139.20
Complete Horizontal / Vertical Geometry	4210	4	0	4	12	0	16	0	0	0	36	\$2,245.28
Conduct Supplemental Surveys	4215	1	0	4	0	0	0	0	0	0	5	\$445.17
Prepare Final Roadway Plans	4220	6	8	16	28	36	36	0	0	0	130	\$7,945.22
Complete Lighting Design	4230	0	4	2	20	0	2	0	0	0	28	\$2,023.70
Complete Traffic Signal, Signing and Striping Plans	4240	0	2	6	16	0	24	0	0	0	48	\$2,751.30
Develop Landscape Architectural Design	4260	4	4	4	0	16	16	24	0	0	68	\$4,488.80
Complete Drainage Design	4270	0	8	0	8	16	16	0	0	0	48	\$2,770.40
Develop Construction Cost Estimate	4275	0	0	4	0	4	12	0	0	0	20	\$1,005.60
Develop Specifications	4280	4	8	16	12	0	0	0	0	0	40	\$3,399.88
Develop Construction Schedule	4285	2	4	8	10	0	0	0	0	0	24	\$1,976.74
Prepare FDS Package	4290	2	6	16	0	0	16	0	0	0	40	\$2,779.14
Prepare Soil Erosion & Sediment Control Plans	4410	0	4	0	0	20	24	0	0	0	48	\$2,337.40
Review Soil Erosion & Sediment Control Plans	4430	2	0	0	4	6	0	0	0	0	12	\$800.44
Complete Environmental Plans	4585	0	0	0	4	12	0	0	0	0	16	\$873.80
Prepare ROW Plans and Documents	4605	2	0	8	0	16	22	0	0	0	48	\$2,555.34
Review ROW Plans and Documents	4610	0	0	2	0	16	6	0	0	0	24	\$1,199.30
Prepare Final ROW Submission	4625	4	0	12	0	16	16	0	0	0	48	\$2,876.08
Process Final ROW Submission	4630	2	0	6	0	16	0	0	0	0	24	\$1,520.04
Hold ROW Acquisition Kickoff Meeting	4635	2	0	2	0	4	4	0	0	0	12	\$748.44
Execute Final Design Public Involvement Action Plan	4795	8	0	12	0	16	0	0	0	4	40	\$2,867.16
Review FDS	4810	2	0	2	0	4	0	0	0	0	8	\$590.44
Resolve FDS Comments	4830	2	0	14	0	8	0	0	0	0	24	\$1,787.24
Submit PS&E Package	4840	2	6	8	8	8	8	0	0	0	40	\$2,749.54
Total Hours		65	54	190	126	238	234	26	0	4	937	
Total \$		\$7,317.05	\$5,324.40	\$15,798.50	\$8,719.20	\$11,840.50	\$9,243.00	\$2,040.48	\$0.00	\$172.80		\$60,455.93

Notes:

1. Actual hourly rates of individuals working on the project will be billed and may be above or below the average hourly rate listed.
2. Final Design anticipated to be performed in 2025.
3. Hourly rates are as of 07/01/2024.
4. Engineering Fee based on current hourly rates escalated 3% per year.
5. Mileage: 1,120 miles x \$0.67 = \$750.40, say \$750.00

Subconsultants:

MFS	\$25,248.02
Grand Total	\$201,347.57

(see attached MFS proposal)

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

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

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



2 August 2024

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

Proposal for Final Design (F.D.) Professional Land Surveying Services
NJDOT TAP 2023 – West Orange, Washington Street Corridor Improvement Project Phase 2
Located in the Township of West Orange, Essex County, New Jersey
(MFS Proposal No. NJ24060.002R1)

Dear Lenin,

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

PROJECT UNDERSTANDING

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

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

ACTIVITY 4215 – CONDUCT SUPPLEMENTAL SURVEYS

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

ACTIVITY 4085 – CONDUCT SUPPLEMENTAL SUBSURFACE UTILITY ENGINEERING

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

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

New Jersey (Headquarters)

2780 Hamilton Blvd.
South Plainfield, NJ 07080

Phone 908.922.4622
Fax 866.571.7413

New Jersey

24 Kanouse Rd.
Newfoundland, NJ 07435

Phone 973.697.2122
Fax 973.838.6433

New York

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

Phone 212.943.6576
Fax 866.517.7413

Puerto Rico

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

Phone 787.998.7436
Fax 787.765.3691

Investigative Technology

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

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

SUE Comments

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



Proposal for Final Design (F.D.) Professional Land Surveying Services
NJDOT TAP 2023 – West Orange, Washington Street Corridor Improvement Project Phase 2
Located in the Township of West Orange, Essex County, New Jersey
(MFS Proposal No. NJ24060.002R1)

DELIVERY ITEMS

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

EXCLUSIONS

1. MFS assumes that roadway occupancy permits will not be required. If permits are required, additional fees will be charged.
2. MFS does not anticipate Maintenance and Protection of Traffic (MPT), neither vehicular and/or pedestrian will be required. If MPT is required, additional fees will be charged.
3. The stakeout of possible test holes was not included in Activity 4085.
4. MFS assumes that GPI will provide any and all reference drawings showing any underground utilities, to be utilized as a reference for the investigation.
5. Services not explicitly described above are not included within the scope of this proposal.
6. MFS staff will not enter upon adjacent private property with consent from the property owner.
7. MFS assumes that all fieldwork will be performed during normal business hours Monday to Friday. If fieldwork is required during non-normal business hours, additional fees may be charged.

FEE SCHEDULE

Please refer to the included summary of staffing.

SCHEDULE

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

Very truly yours,
MFS Consulting Engineers & Surveyor, DPC



Scott Dey, CST
Project Manager



FEES AND CONDITIONS

Effective 1 January 2024

REIMBURSABLE EXPENSES

Type of Reimbursable	Rate	Type of Reimbursable	Rate
18"x24" paper B&W/Color (each)	\$3.00/\$7.00	Letter or Legal Size B&W/Color (each)	\$0.50/\$1.00
24"x36" paper B&W/Color (each)	\$5.00/\$12.00	11"x17" B&W/Color (each)	\$1.00/\$3.00
30"x42" paper B&W/Color (each)	\$7.00/\$17.00	Next Day delivery/courier service	Cost + 10%
36"x48" paper B&W/Color (each)	\$10.00/\$23.00	Hand Delivery	Cost +10%
24"x36" vellum/mylar B&W (each)	\$35.00	Certified Postal Mail	Cost + 10%
30"x42" vellum/mylar B&W (each)	\$50.00	Mileage (per mile)	IRS Standard ¹

¹Car mileage is billed at the IRS standard mileage rate found at www.irs.gov

PROFESSIONAL LIABILITY AND RELATED SERVICES

A surcharge of 2% will be added to the invoice total to cover the cost of Professional Liability Insurance and related costs of insurance.

IN HOUSE LABORATORY TESTS

Laboratory testing will be billed at unit rates depending on the type of test. A schedule of unit prices for standard laboratory tests will be furnished upon request. Engineering soil and/or rock samples will be stored for 90 days without charge and will be discarded, or returned to the client, unless otherwise requested by the client. Sample storage past 90 days will be billed at \$100.00 per box per month.

HEALTH AND SAFETY AND OTHER SPECIAL FIELD EQUIPMENT

Special equipment such as nuclear densometers, seismographs, load test equipment, surveying equipment, disposable protective equipment, and respirator cartridges will be billed on a daily rate basis. Organic vapor analyzers and similar safety and/or monitoring equipment will be billed on daily, weekly, or monthly rates. A rate schedule will be provided upon request.

SUBCONTRACTED CHARGES

All subcontracted work including laboratory analysis, borings, test pits, report reproduction, outside computer services, surveying, etc., will be billed at cost plus a mark-up.

OTHER EXPENSES

Expenses incurred for special supplies, plan reproduction, long distance communications, travel and subsistence, and other project related expenses will be billed as outlined above.

TERMS OF PAYMENT

Invoices are payable within 30 days of receipt. Service charge of 2.0% / mo. will be imposed on all bills not paid within 30 days. If a bill remains unpaid after 60 days, MFS shall be entitled to suspend and/or discontinue our services/work until payments are received to bring your account current, and MFS reserves the right to terminate this Agreement without notice for continued non-payment. See Terms and Conditions, Paragraph 4, Invoicing, Service Charges.

TERMS AND CONDITIONS**1. STANDARD OF CARE**

The services of **MFS Consulting Engineers & Surveyor, DPC (MFS)** under this Agreement, will be performed, prepared, and presented, subject to causes outside of MFS's control, in a manner consistent with professional skill and care ordinarily exercised by other engineering and surveying professionals performing similar services under similar circumstances in the jurisdiction where these services are rendered at the time the services are being performed, including in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. The Client agrees that no other representation, expressed or implied, and no warranty or guarantee is provided by MFS or is presumed given by MFS under this Agreement or in any report, opinion, or any other document prepared by MFS.

2. RIGHT OF ENTRY

The Client will provide for right of entry in order for MFS to perform its services. While MFS will take all reasonable precautions to minimize or avoid any damage to the property, including to subterranean structures or utilities, it is understood by the Client that in the normal course of performance some damage may occur, the correction of which is not MFS's responsibility as part of this Agreement.

3. EXISTING CONDITIONS

The Client recognizes that, unless it authorizes and expends additional sums of money and/or destroys otherwise adequate or serviceable portions of the structure, actual conditions may vary from those encountered at the locations where borings, surveys, observations or explorations are made by MFS and that the interpretation, assumptions, and recommendations of MFS are based solely on the information

Initials: _____ Date: _____

available to it. Therefore, the Client agrees, to the fullest extent permitted by law, to hold harmless and release MFS from and against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Client's decision not to expend additional sums to further investigate existing conditions on this project, excepting only those damages, liabilities, or costs attributable to the sole negligence and/or willful misconduct of MFS. Further, MFS shall have the right to rely on the accuracy and completeness of all information furnished to it by the Client. MFS shall not be responsible for interpretations by others of the information it develops or provides to the Client.

4. INVOICING, SERVICE CHARGES

Invoices are payable within 30 days of receipt. A service charge of 2% per month will be imposed on all bills not paid within 30 days. The Client shall have no right of setoff against the amounts due to MFS and no deductions shall be made from MFS's compensation on account of any actual or alleged claim, action, breach, error, omission, tort, fault, wrong, liability, penalty, or damage actually or allegedly caused by, arising from, or relating to MFS, MFS's services on the Project, or this Agreement. In the event of a suspension of services or termination of the Agreement by MFS either due to non-payment of invoices, and/or in accordance with Paragraph 5, Termination, of these Terms and Conditions, MFS shall have no liability for any delay or damage of any kind actually or allegedly caused by such suspension of services or termination. Before resuming services, MFS shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of MFS's services. MFS's fees for the remaining services and the time schedules shall be equitably adjusted. In the event the Client fails to pay MFS on account of services rendered as set forth on an MFS invoice, the Client agrees that it is responsible for all reasonable costs of collection, including attorneys' fee and staff time spent on depositions and court appearances, incurred by MFS in connection with its collection efforts against the Client.

5. TERMINATION

Except as otherwise provided in this Agreement, this Agreement may be terminated by either party upon not less than seven (7) calendar days' written notice, should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. If the defaulting party fails to cure its default within the seven (7) calendar day notice period or fails to commence action to cure its default if the cure cannot reasonably be completed within the seven (7) days, the non-defaulting party may terminate the Agreement. Failure of the Client to make payments to MFS in accordance with this Agreement shall be considered substantial non-performance and grounds for termination or suspension of services at MFS's option, regardless of any alleged fault attributable to MFS, and no seven (7) day notice period is required. In the event of termination, MFS shall be compensated for all services performed and reimbursable expenses incurred prior to such termination, all termination expenses, and anticipated profit in connection with project under this Agreement.

6. DISPOSAL OF SAMPLES

All samples, contaminated or otherwise ("Samples"), collected by MFS while performing services under this Agreement are the property and responsibility of the Client. Upon written notice, MFS may dispose of Samples in its possession after ninety (90) calendar days unless otherwise required by law or other arrangements are mutually agreed to in writing by the parties. The Client shall be responsible for all costs incurred in connection with the disposal of Samples. At all times, any and all rights, title, and responsibility for Samples shall remain with the Client and under no circumstances shall these rights, title, and responsibility be transferred to MFS.

7. JOBSITE SAFETY AND CONTROL OF WORK

MFS shall take reasonable precautions to safeguard its own employees. Except as otherwise expressly agreed to in writing by MFS, MFS shall have no responsibility for the safety program at the Project nor the safety of any contractor or subcontractor or construction manager of the Client or other person. Neither the professional activities of MFS nor the presence of MFS's employees and subcontractors at the Project site shall be construed to confer upon MFS any responsibility for any activities on site performed by personnel other than MFS's employees. The Client agrees that MFS shall have no power, authority, right, or obligation to supervise, direct, stop the work of, or control the activities of any contractors or subcontractors or construction manager of the Client, their agents, servants, or employees.

8. INDEMNIFICATION

Subject to the provisions of Paragraph 9, Limitation of Liability, of this Agreement, MFS agrees to indemnify and hold the Client and the Client's parents, subsidiaries, affiliates, partners, officers, directors, shareholders, employees, and agents harmless for any and all claims, damage obligations, liabilities, suits, demands, and losses for personal injury and/or property damage, including reasonable attorney's fees and other expenses where recoverable by law, asserted by any third parties, but only to the extent of MFS's negligence in the performance of its services under this Agreement. In no event shall MFS be responsible for any loss, damage, or liability arising from or caused by any acts of the Client or third party or any of their agents, employees, staff, or other consultants, subconsultants, contractors, or subcontractors. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

9. LIMITATION OF LIABILITY

The Client agrees to limit MFS's liability to the Client and to any and all of the Client's parents, subsidiaries, affiliates, partners, officers, directors, shareholders, employees, agents, construction managers, contractors, subcontractors, consultants, subconsultants, and insurers for any and all damages arising out of or relating to the performance of MFS's services under this Agreement, such that MFS's aggregate liability to all those named will not exceed the lesser of (i) five times MFS's fee for its services on the Project or (ii) MFS's available professional liability insurance coverage at the time of any settlement or judgment. In the event that any portion of this limitation of liability provision is deemed unenforceable or void as a matter of law, then MFS's liability pursuant to this Paragraph 9, Limitation of Liability, shall be limited to the lowest amount allowable as a matter of law. The Client agrees to notify any of its construction managers, contractors, subcontractors, consultants, subconsultants, and insurers who may perform work on behalf of the Client in connection with this Agreement of such limitation of professional liability for defects, errors, omissions, or negligence and to require as a condition precedent to their performing their work a like indemnity and limitation of liability on their part in favor of MFS.

To the fullest extent permitted by law, the Client further agrees that no shareholder, officer, director, partner, principal, or employee of MFS shall have personal liability for any act, omission, breach, tort, fault, or wrong arising from or relating to MFS's services on the Project or under this Agreement.

The Client waives consequential damages, including, but not limited to, loss of use or loss of profits for claims, disputes, or other matters in

Initials: _____ Date: _____

question arising out of or relating to the services provided by MFS regardless of whether such claim or dispute is based upon an alleged breach of contract, willful misconduct or negligent act or omission of MFS or its employees, agents, subconsultants, or other legal theory. This waiver is applicable without limitation to either party's termination of this Agreement pursuant to the terms set forth herein.

To the extent damages are covered by property insurance during and after construction, the Client waives all rights against MFS and against the contractors, consultants, agents, and employees of MFS for damages, except such rights as Client may have to the proceeds of such insurance. The Client, as appropriate, shall require its contractors, subcontractors, consultants, subconsultants, agents, and employees of any of the foregoing third parties to execute similar waivers.

10. INSURANCE

MFS maintains workers' compensation, general liability, property, automobile, and professional liability insurance. Certificates of insurance will be issued to the Client upon a written request from the Client. The Client agrees that it will require the construction manager, general contractor, or, if the Client has not retained a construction manager or general contractor, the contractor(s) responsible for performing the work reflected by or relating to MFS's services on the Project, to name MFS as an additional insured on their insurance coverage applicable to the Project.

11. CLIENT REQUIRED TO SERVE A NOTICE OF CLAIM

Notwithstanding any state's legal requirements, the Client shall make no claim (directly or in the form of a third-party claim) against MFS, unless the Client has first provided MFS with a written certification, executed by an independent professional, credentialed the same as the MFS personnel performing the alleged negligent services (e.g. engineer for an engineer, surveyor for a surveyor, etc.) and in the state in which the Project is located, specifying and certifying each and every act or omission that the Client contends constitutes a violation of the standard of care under this Agreement. Such certification shall be provided to MFS thirty (30) calendar days prior to the institution of any legal proceeding by the Client and failure to do so shall result in a dismissal of the legal proceeding at the Client's expense.

12. FORCE MAJEURE

MFS shall not be responsible or liable for any delays in performance or failure of performance in the event of fire, flood, explosion, the elements, or other catastrophe, Acts of God, war, riot, civil disturbances, terrorist act, strike, lock-out, refusal of employees to work, labor disputes, inability to obtain materials or services, delays caused by the Client, its agents, contractors, subcontractors, consultants, subconsultants, or employee, or any governmental regulation or agency, or for any other reason beyond the control of MFS.

13. RIGHT TO REFERENCE PROJECT

The Client grants MFS a royalty free perpetual license to use the Client's name along with a general description and/or pictures of the Project in MFS promotional materials.

14. DOCUMENT OWNERSHIP

All reports, notes, drawings, specifications, data, calculations, and other documents prepared by MFS ("Documents") are instruments of MFS's services that shall remain MFS's property. The Client agrees not to use the Documents for future additions or alterations to this Project or for other projects without MFS's express written consent. Any unauthorized use of the Documents will be at the Client's sole risk and without liability to MFS or its subconsultants. Accordingly, Client shall defend, indemnify, and hold harmless MFS from and against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized use. MFS shall have the right to select its own counsel to represent it in connection with this Paragraph 14, Document Ownership, and Paragraph 8, Indemnification, above.

15. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto and their respective legal representative successors and assigns.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state in which the office of MFS that issued the Proposal is located.

17. DISPUTE RESOLUTION

MFS and the Client agree that any claim against MFS arising under this Agreement and the performance thereof shall be subject to non-binding mediation as a prerequisite to further legal proceedings. If the parties do not agree otherwise, then mediation shall proceed pursuant to AAA's procedures, but in no case shall MFS's ability to pursue outstanding invoices be subject to this mediation pre-condition.

18. RELIANCE BY OTHERS

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third-party against either the Client or MFS.

Further, MFS and its consultants shall be entitled to use or rely upon design elements and information ordinarily or customarily furnished by the Client and others including but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards, and therefore, to the fullest extent permitted by law, the Client agrees to defend, indemnify, and hold harmless MFS and MFS's consultants, parents, subsidiaries, affiliates, partners, officers, directors, shareholders, employees, and agents for any and all claims, damage obligations, liabilities, suits, demands, and loss, including attorneys' fees and all other costs, expenses, and disbursements, to which MFS may be subject, actually or allegedly arising from or relating to (i) any unknown site condition or subterranean structures of which MFS does not have actual knowledge; (ii) any errors, omissions, or inconsistencies in any data documents, records, or information provided to MFS by the Client or third parties; or (iii) the Client's unauthorized use or copyright violation of plans, reports, documents, and related materials prepared by MFS. In the event any part of this indemnification is void as a matter of law, then only that portion that is deemed void as a matter of law shall be stricken and the balance of this indemnification shall remain in full force and effect.

19. THIRD-PARTY CERTIFICATES

MFS shall not be required to sign any document no matter by whom requested that would result in MFS having to certify, guarantee, or warrant anything or offer any professional opinion or statement that MFS in its sole discretion finds unreasonable. Owner agrees not to make resolution of any dispute with MFS or payment of any amount due MFS in any way contingent upon MFS signing any such document.

Initials: _____ Date: _____

20. BONDING

MFS shall not provide or have any responsibility for surety bonding or insurance related advice, recommendations, counseling, or research or enforcement of construction insurance or surety bonding requirements.

21. ENTIRE AGREEMENT

This Agreement (consisting of these Terms and Conditions, MFS's Fee Schedule, if applicable, and any Proposal which these Conditions accompany and of which they are part) constitutes the entire agreement between the parties, supersedes any and all prior agreements or representations of the parties to this agreement, and may not be modified, amended, or varied except by a document in writing signed by the parties hereto.

Initials: _____ Date: _____





SUMMARY OF STAFFING

CLIENT: Greenman-Pedersen, Inc. August 2, 2024

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

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

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

DIRECT EXPENSES:		
Aerial Photography		\$0.00
Aerial LiDAR		\$0.00
Subsistence	days @ \$200 per day	\$0.00
Mileage	528 miles @ \$0.67/mile	\$353.76
Closings - Lane Closings	days @ \$3,250 per day	\$0.00
Closings - Shoulder Closings	days @ \$2,450 per day	\$0.00
Closings - Shadow Truck	days @ \$975 per day	\$0.00
Materials, Postage etc		\$0.00
Other		\$0.00
Direct Expense Total:		\$353.76

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

TASKS

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



June 24, 2024 (Updated August 20, 2024)

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

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

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

Dear Ms. Carballo:

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

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

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

The intersection of Washington Street and Watchung Avenue is a signalized intersection. Traffic signal and intersection improvements are excluded from this project. Traffic signal and intersection improvements are to be completed under the Essex County Local Safety Project (Traffic Signal and Roadway Improvements – 12 Intersections, Various Municipalities).

Scope of Services

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

Greenman-Pedersen, Inc.

520 US Highway 22, Suite 200

Bridgewater, NJ 08807

p 908-236-9001

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

1040 Broad Street, Suite 303, Shrewsbury, NJ 07702

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

An Equal Opportunity Employer

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

Project Management: Budget and Coordination – Construction is expected to last no longer than 6 months from the notice to proceed. During this time, GPI will submit a progress report with each invoice that will detail the following:

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

It is understood that the Township will not process any submitted invoices unless the above information is attached to the same.

The following summarizes the activities associated with this scope of services based on the NJDOT Activity Descriptions Manual and as modified for this specific design assistance project that are to be performed by GPI and our subconsultants:

Activity No.	Activity Description
5010	Prepare Advertising Package
5030	Prepare Bids
5080	Hold Pre-Construction Meeting
5100	Construction
5170	Final Acceptance

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

Greenman-Pedersen, Inc.



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

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

Activity	Activity No.	Project Manager	Senior Engineer	Project Engineer	Engineer	Associate Engineer	Junior Engineer	Senior Tech	Technician	Assistant Tech	Total Hours	Total
July 2024 Maximum Hourly Rate												
July 2024 Average Hourly Rate:		\$131.44	\$115.01	\$110.24	\$109.18	\$79.50	\$46.64	\$107.06	\$59.36	\$54.06		
Project Management: Budget and Coordination	-	\$114.18	\$100.01	\$84.34	\$70.19	\$50.47	\$40.07	\$79.61	\$47.87	\$43.82		
Prepare Advertising Package	5010	2	0	12	0	0	0	0	0	0	14	\$1,240.44
Prepare Bids	5030	1	0	4	0	0	0	0	0	0	5	\$451.54
Hold Pre-Construction Meeting	5080	6	0	8	0	0	0	0	0	0	21	\$1,394.54
Construction	5100	2	0	16	0	0	0	0	0	0	14	\$1,359.80
Final Acceptance	5170	1	0	8	0	0	0	4	0	0	34	\$2,501.88
		13	0	56	0	16	0	4	0	0	25	\$1,596.42
Total Hours												
Total \$		\$1,484.34	\$0.00	\$4,723.04	\$0.00	\$2,018.80	\$0.00	\$318.44	\$0.00	\$0.00	113	\$8,544.62

- Notes:**
- 1. Actual hourly rates of individuals working on the project will be billed and may be above or below the average hourly rate listed.
 - 2. Construction Engineering anticipated to be performed in 2026.
 - 3. Hourly rates are as of 07/01/2024.
 - 4. Engineering Fee based on current hourly rates escalated 3%

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

Subconsultants:	MFS	\$0.00
-----------------	-----	--------

Grand Total		\$25,429.92
--------------------	--	--------------------

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

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

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

**APPENDIX A****NONDISCRIMINATION**

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

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



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



APPENDIX B

CERTIFICATION OF SUBRECIPIENT

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

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

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

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



APPENDIX C

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

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

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

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

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

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

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

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

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

Adopted on the 16th day of December, 1987



APPENDIX E

CERTIFICATION OF SUBRECIPIENT ELIGIBILITY

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

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

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

does not have a proposed debarment pending; and

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

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

Attest:

SUBRECIPIENT

Name/Title

Name/Title

Date: _____

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

Equal Opportunity For Individuals With Disabilities.

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

COVERAGES

CERTIFICATE NUMBER: 724096268

REVISION NUMBER:

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

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

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

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

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

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

CERTIFICATE HOLDER

CANCELLATION 30 day notice applies

West Orange Township
25 Lakeside Avenue
West Orange, NJ 07052

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



State of New Jersey

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

PHILIP D. MURPHY
Governor

FRANCIS K. O'CONNOR
Commissioner

TAHESHA L. WAY
Lt. Governor

July 23, 2025

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

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

Dear Mr. Carballo:

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Deven M. Patel".

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

Enclosure

October 2024

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



FEDERAL AID AGREEMENT

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

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

WITNESSETH

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

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

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

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

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

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



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

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

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

1. Definitions

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

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

2. Description of Project – Scope of Work

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

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



3. Agreement Contract Terms

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

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

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

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

3.3.1.1 The Subrecipient fails to begin expenditure of award funds;

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

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

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

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

3.3.3 This Agreement terminates on Project Closeout.

3.4 Fund Liquidation, Adjustment, and Cancellation.

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



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

4. Plans and Specifications

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

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



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

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

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

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

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

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

5. Projects Eligible for Funding Under this Agreement

5.1 Right of Way Acquisition Projects

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

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

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

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



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

5.2 Design Projects

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

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



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



5.3 Construction Projects

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

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



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

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

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



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

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

6. Insurance

- 6.1 Subrecipient shall maintain or cause to be maintained:

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



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

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



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

7.5 Payment Vouchers

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

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



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

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

7.6 Partial Payments

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

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

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

7.7 Consultants and Contractors

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

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

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



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

8. Conflict of Interest

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

9. Liquidated Damages

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

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



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

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

10. Audit Requirements

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

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



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

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

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

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

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

11. Inspection

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

12. Indemnification

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

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



13. No Personal Liability

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

14. Equal Opportunity

14.1 The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq. (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them.

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

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

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

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

14.2.4 In the hiring of persons for the performance of Project Work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired

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



under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the Project Work to which the employment relates;

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

15. Nondiscrimination

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

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

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



16. Disadvantaged Business Enterprises

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

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

17. No Oral Modifications

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

18. Notices and Demands

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

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



If to the State:

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

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

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

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

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

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

If to Subrecipient:

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



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

19. Partial Invalidity

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



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

20. Further Assurances

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

21. Subject to FHWA Regulations

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

22. Entire Agreement; Counterparts; Disputes

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

23. Choice of Law

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

24. Resolution

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



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

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

October 2024

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



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

Project: Washington Street Corridor Improvement Project Phase II

Municipality: West Orange Township

County: Essex

Agreement Number: 2025-DT-DLA-511

Federal Project Number: 0671301

ATTEST/WITNESSED/AFFIX SEAL:

SUBRECIPIENT(LPA)


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

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

ATTEST/WITNESSED/AFFIX SEAL:

NEW JERSEY DEPARTMENT OF

TRANSPORTATION


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

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

FEDERAL AID AGREEMENT

Agreement No.: 2025-DT-DLA-511

Contract ID: 25 70066

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

CFDA Name and Number: Highway Planning and Construction 20.205

LPA UEI Number: QK38C6DQM45

Project: Washington Street Corridor Improvement Project Phase II

Municipality: West Orange Township

County: Essex County

OFFICE OF THE ATTORNEY GENERAL

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

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY

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

Brad M. Reiter
Deputy Attorney General

Date 06/24/2025



APPENDIX A

NONDISCRIMINATION

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

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

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



8. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.
9. The SUBRECIPIENT agrees to ensure that Disadvantaged Business Enterprises (DBE's) as defined in 49 C.F.R., Part 26 and FTA Circular 4716.1A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal-aid funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.
10. If at any time following the execution of this Agreement, the SUBRECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the SUBRECIPIENT shall:
 - (a) Notify the Project initiator, in writing, of the type and approximate value of the work which the SUBRECIPIENT intends to accomplish by such subcontract, purchase order or lease.
 - (b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.
11. Incorporation of Provisions: The SUBRECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.

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



APPENDIX B

CERTIFICATION OF SUBRECIPIENT

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

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

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

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

**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

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

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

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

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

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

does not have a proposed debarment pending; and

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

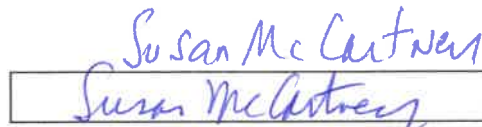
(Insert exceptions - for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest:

SUBRECIPIENT


Karen J. Carnevale

Name/Title Municipal Clerk


Susan McCartney

Name/Title MayorDate: 5.6.25



APPENDIX F

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities.

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

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

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

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

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

October 2024

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



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

June 24, 2024 (**Updated August 20, 2024**)

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

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

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

Dear Ms. Carballo:

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

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

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

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

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

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

Scope of Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Potential complications with curb extensions include:

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

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

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

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

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

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

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

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

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

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

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

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

Assumptions: The following assumptions are related to Task 3085

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

Greenman-Pedersen, Inc.



Andrew Cangiano, PE, CME

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

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

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

Notes:

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

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

(see attached MFS proposal)

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

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

Escalation 3% per year, 1 year

FIXED FEE CALCULATION

PROJECT:
CONSULTANT:
AGREEMENT OR CAM NO.:

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

PREPARED BY:
DATE:

Andrew Cangiano
8/13/2024

EVALUATE PROJECT SPECIFICS:

Directions:

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

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

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

CALCULATE FEE:

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



State of New Jersey

DEPARTMENT OF TRANSPORTATION

P.O. Box 600

Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

FRANCIS K. O'CONNOR
Commissioner

TAHESHA L. WAY
Lt. Governor

July 22, 2024

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

Mr. Buoncore:

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

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

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

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

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

Sincerely,

Richard Temmer

Richard Temmer
Manager, Bureau of External Audit

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"

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



2 August 2024

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

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

Dear Lenin,

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

PROJECT UNDERSTANDING

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

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

The services shall include:

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

— New Jersey (Headquarters)

2780 Hamilton Blvd.
 South Plainfield, NJ 07080

Phone 908.922.4622
 Fax 866.571.7413

— New Jersey

24 Kanouse Rd.
 Newfoundland, NJ 07435

Phone 973.697.2122
 Fax 973.838.6433

— New York

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

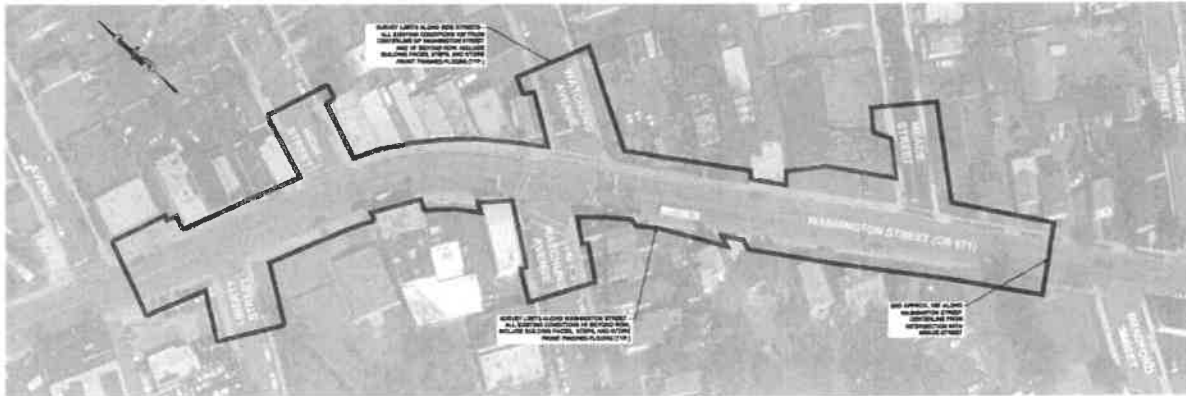
Phone 212.943.6576
 Fax 866.517.7413

— Puerto Rico

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

Phone 787.998.7436
 Fax 787.765.3691

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



ACTIVITY 3015 – PREPARE CONTROL SURVEY REPORT

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

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

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

ACTIVITY 3020 – CONDUCT TOPOGRAPHIC SURVEY

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

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

ACTIVITY 3025 – PREPARE BASE MAPS

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

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

DELIVERY ITEMS

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

EXCLUSIONS

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



FEE SCHEDULE

Please refer to the included summary of staffing.

SCHEDULE

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

Very truly yours,
MFS Consulting Engineers & Surveyor, DPC



Scott Dey, CST
Project Manager



FEES AND CONDITIONS

Effective 1 January 2024

REIMBURSABLE EXPENSES

Type of Reimbursable	Rate	Type of Reimbursable	Rate
18"x24" paper B&W/Color (each)	\$3.00/\$7.00	Letter or Legal Size B&W/Color (each)	\$0.50/\$1.00
24"x36" paper B&W/Color (each)	\$5.00/\$12.00	11"x17" B&W/Color (each)	\$1.00/\$3.00
30"x42" paper B&W/Color (each)	\$7.00/\$17.00	Next Day delivery/courier service	Cost + 10%
36"x48" paper B&W/Color (each)	\$10.00/\$23.00	Hand Delivery	Cost +10%
24"x36" vellum/mylar B&W (each)	\$35.00	Certified Postal Mail	Cost + 10%
30"x42" vellum/mylar B&W (each)	\$50.00	Mileage (per mile)	IRS Standard ¹

¹Car mileage is billed at the IRS standard mileage rate found at www.irs.gov

PROFESSIONAL LIABILITY AND RELATED SERVICES

A surcharge of 2% will be added to the invoice total to cover the cost of Professional Liability Insurance and related costs of insurance.

IN HOUSE LABORATORY TESTS

Laboratory testing will be billed at unit rates depending on the type of test. A schedule of unit prices for standard laboratory tests will be furnished upon request. Engineering soil and/or rock samples will be stored for 90 days without charge and will be discarded, or returned to the client, unless otherwise requested by the client. Sample storage past 90 days will be billed at \$100.00 per box per month.

HEALTH AND SAFETY AND OTHER SPECIAL FIELD EQUIPMENT

Special equipment such as nuclear densometers, seismographs, load test equipment, surveying equipment, disposable protective equipment, and respirator cartridges will be billed on a daily rate basis. Organic vapor analyzers and similar safety and/or monitoring equipment will be billed on daily, weekly, or monthly rates. A rate schedule will be provided upon request.

SUBCONTRACTED CHARGES

All subcontracted work including laboratory analysis, borings, test pits, report reproduction, outside computer services, surveying, etc., will be billed at cost plus a mark-up.

OTHER EXPENSES

Expenses incurred for special supplies, plan reproduction, long distance communications, travel and subsistence, and other project related expenses will be billed as outlined above.

TERMS OF PAYMENT

Invoices are payable within 30 days of receipt. Service charge of 2.0% / mo. will be imposed on all bills not paid within 30 days. If a bill remains unpaid after 60 days, MFS shall be entitled to suspend and/or discontinue our services/work until payments are received to bring your account current, and MFS reserves the right to terminate this Agreement without notice for continued non-payment. See Terms and Conditions, Paragraph 4, Invoicing, Service Charges.

TERMS AND CONDITIONS

1. STANDARD OF CARE

The services of **MFS Consulting Engineers & Surveyor, DPC (MFS)** under this Agreement, will be performed, prepared, and presented, subject to causes outside of MFS's control, in a manner consistent with professional skill and care ordinarily exercised by other engineering and surveying professionals performing similar services under similar circumstances in the jurisdiction where these services are rendered at the time the services are being performed, including in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. The Client agrees that no other representation, expressed or implied, and no warranty or guarantee is provided by MFS or is presumed given by MFS under this Agreement or in any report, opinion, or any other document prepared by MFS.

2. RIGHT OF ENTRY

The Client will provide for right of entry in order for MFS to perform its services. While MFS will take all reasonable precautions to minimize or avoid any damage to the property, including to subterranean structures or utilities, it is understood by the Client that in the normal course of performance some damage may occur, the correction of which is not MFS's responsibility as part of this Agreement.

3. EXISTING CONDITIONS

The Client recognizes that, unless it authorizes and expends additional sums of money and/or destroys otherwise adequate or serviceable portions of the structure, actual conditions may vary from those encountered at the locations where borings, surveys, observations or explorations are made by MFS and that the interpretation, assumptions, and recommendations of MFS are based solely on the information

Initials: _____ Date: _____

available to it. Therefore, the Client agrees, to the fullest extent permitted by law, to hold harmless and release MFS from and against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Client's decision not to expend additional sums to further investigate existing conditions on this project, excepting only those damages, liabilities, or costs attributable to the sole negligence and/or willful misconduct of MFS. Further, MFS shall have the right to rely on the accuracy and completeness of all information furnished to it by the Client. MFS shall not be responsible for interpretations by others of the information it develops or provides to the Client.

4. INVOICING, SERVICE CHARGES

Invoices are payable within 30 days of receipt. A service charge of 2% per month will be imposed on all bills not paid within 30 days. The Client shall have no right of setoff against the amounts due to MFS and no deductions shall be made from MFS's compensation on account of any actual or alleged claim, action, breach, error, omission, tort, fault, wrong, liability, penalty, or damage actually or allegedly caused by, arising from, or relating to MFS, MFS's services on the Project, or this Agreement. In the event of a suspension of services or termination of the Agreement by MFS either due to non-payment of invoices, and/or in accordance with Paragraph 5, Termination, of these Terms and Conditions, MFS shall have no liability for any delay or damage of any kind actually or allegedly caused by such suspension of services or termination. Before resuming services, MFS shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of MFS's services. MFS's fees for the remaining services and the time schedules shall be equitably adjusted. In the event the Client fails to pay MFS on account of services rendered as set forth on an MFS invoice, the Client agrees that it is responsible for all reasonable costs of collection, including attorneys' fee and staff time spent on depositions and court appearances, incurred by MFS in connection with its collection efforts against the Client.

5. TERMINATION

Except as otherwise provided in this Agreement, this Agreement may be terminated by either party upon not less than seven (7) calendar days' written notice, should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. If the defaulting party fails to cure its default within the seven (7) calendar day notice period or fails to commence action to cure its default if the cure cannot reasonably be completed within the seven (7) days, the non-defaulting party may terminate the Agreement. Failure of the Client to make payments to MFS in accordance with this Agreement shall be considered substantial non-performance and grounds for termination or suspension of services at MFS's option, regardless of any alleged fault attributable to MFS, and no seven (7) day notice period is required. In the event of termination, MFS shall be compensated for all services performed and reimbursable expenses incurred prior to such termination, all termination expenses, and anticipated profit in connection with project under this Agreement.

6. DISPOSAL OF SAMPLES

All samples, contaminated or otherwise ("Samples"), collected by MFS while performing services under this Agreement are the property and responsibility of the Client. Upon written notice, MFS may dispose of Samples in its possession after ninety (90) calendar days unless otherwise required by law or other arrangements are mutually agreed to in writing by the parties. The Client shall be responsible for all costs incurred in connection with the disposal of Samples. At all times, any and all rights, title, and responsibility for Samples shall remain with the Client and under no circumstances shall these rights, title, and responsibility be transferred to MFS.

7. JOBSITE SAFETY AND CONTROL OF WORK

MFS shall take reasonable precautions to safeguard its own employees. Except as otherwise expressly agreed to in writing by MFS, MFS shall have no responsibility for the safety program at the Project nor the safety of any contractor or subcontractor or construction manager of the Client or other person. Neither the professional activities of MFS nor the presence of MFS's employees and subcontractors at the Project site shall be construed to confer upon MFS any responsibility for any activities on site performed by personnel other than MFS's employees. The Client agrees that MFS shall have no power, authority, right, or obligation to supervise, direct, stop the work of, or control the activities of any contractors or subcontractors or construction manager of the Client, their agents, servants, or employees.

8. INDEMNIFICATION

Subject to the provisions of Paragraph 9, Limitation of Liability, of this Agreement, MFS agrees to indemnify and hold the Client and the Client's parents, subsidiaries, affiliates, partners, officers, directors, shareholders, employees, and agents harmless for any and all claims, damage obligations, liabilities, suits, demands, and losses for personal injury and/or property damage, including reasonable attorney's fees and other expenses where recoverable by law, asserted by any third parties, but only to the extent of MFS's negligence in the performance of its services under this Agreement. In no event shall MFS be responsible for any loss, damage, or liability arising from or caused by any acts of the Client or third party or any of their agents, employees, staff, or other consultants, subconsultants, contractors, or subcontractors. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

9. LIMITATION OF LIABILITY

The Client agrees to limit MFS's liability to the Client and to any and all of the Client's parents, subsidiaries, affiliates, partners, officers, directors, shareholders, employees, agents, construction managers, contractors, subcontractors, consultants, subconsultants, and insurers for any and all damages arising out of or relating to the performance of MFS's services under this Agreement, such that MFS's aggregate liability to all those named will not exceed the lesser of (i) five times MFS's fee for its services on the Project or (ii) MFS's available professional liability insurance coverage at the time of any settlement or judgment. In the event that any portion of this limitation of liability provision is deemed unenforceable or void as a matter of law, then MFS's liability pursuant to this Paragraph 9, Limitation of Liability, shall be limited to the lowest amount allowable as a matter of law. The Client agrees to notify any of its construction managers, contractors, subcontractors, consultants, subconsultants, and insurers who may perform work on behalf of the Client in connection with this Agreement of such limitation of professional liability for defects, errors, omissions, or negligence and to require as a condition precedent to their performing their work a like indemnity and limitation of liability on their part in favor of MFS.

To the fullest extent permitted by law, the Client further agrees that no shareholder, officer, director, partner, principal, or employee of MFS shall have personal liability for any act, omission, breach, tort, fault, or wrong arising from or relating to MFS's services on the Project or under this Agreement.

The Client waives consequential damages, including, but not limited to, loss of use or loss of profits for claims, disputes, or other matters in

Initials: _____ Date: _____

question arising out of or relating to the services provided by MFS regardless of whether such claim or dispute is based upon an alleged breach of contract, willful misconduct or negligent act or omission of MFS or its employees, agents, subconsultants, or other legal theory. This waiver is applicable without limitation to either party's termination of this Agreement pursuant to the terms set forth herein.

To the extent damages are covered by property insurance during and after construction, the Client waives all rights against MFS and against the contractors, consultants, agents, and employees of MFS for damages, except such rights as Client may have to the proceeds of such insurance. The Client, as appropriate, shall require its contractors, subcontractors, consultants, subconsultants, agents, and employees of any of the foregoing third parties to execute similar waivers.

10. INSURANCE

MFS maintains workers' compensation, general liability, property, automobile, and professional liability insurance. Certificates of insurance will be issued to the Client upon a written request from the Client. The Client agrees that it will require the construction manager, general contractor, or, if the Client has not retained a construction manager or general contractor, the contractor(s) responsible for performing the work reflected by or relating to MFS's services on the Project, to name MFS as an additional insured on their insurance coverage applicable to the Project.

11. CLIENT REQUIRED TO SERVE A NOTICE OF CLAIM

Notwithstanding any state's legal requirements, the Client shall make no claim (directly or in the form of a third-party claim) against MFS, unless the Client has first provided MFS with a written certification, executed by an independent professional, credentialed the same as the MFS personnel performing the alleged negligent services (e.g. engineer for an engineer, surveyor for a surveyor, etc.) and in the state in which the Project is located, specifying and certifying each and every act or omission that the Client contends constitutes a violation of the standard of care under this Agreement. Such certification shall be provided to MFS thirty (30) calendar days prior to the institution of any legal proceeding by the Client and failure to do so shall result in a dismissal of the legal proceeding at the Client's expense.

12. FORCE MAJEURE

MFS shall not be responsible or liable for any delays in performance or failure of performance in the event of fire, flood, explosion, the elements, or other catastrophe, Acts of God, war, riot, civil disturbances, terrorist act, strike, lock-out, refusal of employees to work, labor disputes, inability to obtain materials or services, delays caused by the Client, its agents, contractors, subcontractors, consultants, subconsultants, or employee, or any governmental regulation or agency, or for any other reason beyond the control of MFS.

13. RIGHT TO REFERENCE PROJECT

The Client grants MFS a royalty free perpetual license to use the Client's name along with a general description and/or pictures of the Project in MFS promotional materials.

14. DOCUMENT OWNERSHIP

All reports, notes, drawings, specifications, data, calculations, and other documents prepared by MFS ("Documents") are instruments of MFS's services that shall remain MFS's property. The Client agrees not to use the Documents for future additions or alterations to this Project or for other projects without MFS's express written consent. Any unauthorized use of the Documents will be at the Client's sole risk and without liability to MFS or its subconsultants. Accordingly, Client shall defend, indemnify, and hold harmless MFS from and against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized use. MFS shall have the right to select its own counsel to represent it in connection with this Paragraph 14, Document Ownership, and Paragraph 8, Indemnification, above.

15. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto and their respective legal representative successors and assigns.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state in which the office of MFS that issued the Proposal is located.

17. DISPUTE RESOLUTION

MFS and the Client agree that any claim against MFS arising under this Agreement and the performance thereof shall be subject to non-binding mediation as a prerequisite to further legal proceedings. If the parties do not agree otherwise, then mediation shall proceed pursuant to AAA's procedures, but in no case shall MFS's ability to pursue outstanding invoices be subject to this mediation pre-condition.

18. RELIANCE BY OTHERS

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third-party against either the Client or MFS.

Further, MFS and its consultants shall be entitled to use or rely upon design elements and information ordinarily or customarily furnished by the Client and others including but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards, and therefore, to the fullest extent permitted by law, the Client agrees to defend, indemnify, and hold harmless MFS and MFS's consultants, parents, subsidiaries, affiliates, partners, officers, directors, shareholders, employees, and agents for any and all claims, damage obligations, liabilities, suits, demands, and loss, including attorneys' fees and all other costs, expenses, and disbursements, to which MFS may be subject, actually or allegedly arising from or relating to (i) any unknown site condition or subterranean structures of which MFS does not have actual knowledge; (ii) any errors, omissions, or inconsistencies in any data documents, records, or information provided to MFS by the Client or third parties; or (iii) the Client's unauthorized use or copyright violation of plans, reports, documents, and related materials prepared by MFS. In the event any part of this indemnification is void as a matter of law, then only that portion that is deemed void as a matter of law shall be stricken and the balance of this indemnification shall remain in full force and effect.

19. THIRD-PARTY CERTIFICATES

MFS shall not be required to sign any document no matter by whom requested that would result in MFS having to certify, guarantee, or warrant anything or offer any professional opinion or statement that MFS in its sole discretion finds unreasonable. Owner agrees not to make resolution of any dispute with MFS or payment of any amount due MFS in any way contingent upon MFS signing any such document.

Initials: _____ Date: _____

20. BONDING

MFS shall not provide or have any responsibility for surety bonding or insurance related advice, recommendations, counseling, or research or enforcement of construction insurance or surety bonding requirements.

21. ENTIRE AGREEMENT

This Agreement (consisting of these Terms and Conditions, MFS's Fee Schedule, if applicable, and any Proposal which these Conditions accompany and of which they are part) constitutes the entire agreement between the parties, supersedes any and all prior agreements or representations of the parties to this agreement, and may not be modified, amended, or varied except by a document in writing signed by the parties hereto.

Initials: _____ Date: _____



SUMMARY OF STAFFING

CLIENT: Greenman-Pedersen, Inc.

August 2, 2024

PROJECT: P.E. Phase Survey Services - NJDOT TAP 2023
Washington St. Corridor Improvement Project Phase 2

MFS # NJ24060.001R1

TITLE	ASCE GRADE	TASKS					TOTAL HOURS
		1	2	3	4	5	
Principal/Owner	PIX	3	3	1	0	0	7
Project Manager	PV	10	11	5	0	0	26
Senior Technician	ET5	23	7	24			54
Technician	ET4	15	5	14			34
CAD Operator	ET3	0	0	10			10
Chief of Party	ET4	30	80	0			110
Instrument Person	ET3	30	20	0			50
Rodperson	ET3						0
Clerical Salaries	Clerical						0
TOTAL		111	126	54	0	0	291

CURRENT HOURLY RATE	DIRECT TECHNICAL LABOR
\$88.63	\$620.41
\$70.42	\$1,830.92
\$64.75	\$3,496.50
\$42.14	\$1,432.76
\$19.23	\$192.30
\$47.26	\$5,198.60
\$35.25	\$1,762.50
\$27.93	\$0.00
\$40.52	\$0.00
	\$14,533.99

DIRECT EXPENSES:		
Aerial Photography		\$0.00
Aerial LiDAR		\$0.00
Subsistence	days @ \$200 per day	\$0.00
Mileage	726 miles @ \$0.67/mile	\$486.42
Closings - Lane Closings	days @ \$3,250 per day	\$0.00
Closings - Shoulder Closings	days @ \$2,450 per day	\$0.00
Closings - Shadow Truck	days @ \$975 per day	\$0.00
Materials, Postage etc		\$0.00
Other		\$0.00
Direct Expense Total:		\$486.42

	PAYROLL	\$14,533.99
164.01%	OVERHEAD	\$23,837.20
18.00%	FEE	\$2,616.12
	DIRECT EXPENSES	\$486.42
TOTAL		\$41,473.73

TASKS

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

FIXED FEE CALCULATION

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

EVALUATE PROJECT SPECIFICS:

Directions:

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

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

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

CALCULATE FEE:

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



State of New Jersey

DEPARTMENT OF TRANSPORTATION

P.O. Box 600

Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

FRANCIS K. O'CONNOR
Commissioner

TAHESHA L. WAY
Lt. Governor

July 11, 2024

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

Dear Ms. Lieb:

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

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

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

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

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

Sincerely,

Richard Temmer

Richard Temmer
Manager, Bureau of External Audit



TOWNSHIP OF WEST ORANGE

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

133-25

DEPARTMENT OF ENGINEERING

SUSAN McCARTNEY

Mayor

Tel/Fax: (973) 325-4160

Email: Engineering@westorange.org

ZAYIBETH CARBALLO

Director/Municipal Engineer

April 25, 2025

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

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

Mayor McCartney, Council President Krakoviak and Council Members:

The Engineering Department desires to increase pedestrian safety, accessibility, and walkability along Washington Street Corridor. The Washington Street Corridor Improvement Project will improve Washington Street from Main Street to High Street. The proposed improvements will include improved crosswalks, signage, new widened sidewalks and curbs, ADA compliant curb ramps, detectable warning surfaces, flashing speed limit signs, flashing pedestrian crossing signs, enhanced lighting, street trees, and trash receptacles. These improvements are being made to promote walking and better accommodate pedestrian transit as an alternate travel mode. Deficient curb ramps, concrete driveway aprons and sidewalks will be replaced to conform with ADA requirements. Proposed improvements will be consistent with previously completed streetscape projects by the Township.

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

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

AN EQUAL OPPORTUNITY EMPLOYER

www.westorange.org

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

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

Very truly yours,

Zayibeth Carballo

Zayibeth Carballo

Director of Engineering/Municipal Engineer

ZYC/tb

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

RESOLUTION

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

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

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

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

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

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

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

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

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

Attest and Affix Seal:


Karen Carnevale, R.M.C.
Municipal Clerk

Adopted: May 6, 2025


Joe Krakoviak
Council President

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


Karen J. Carnevale, Municipal Clerk

RESOLUTION

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

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

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

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

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

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

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

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

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

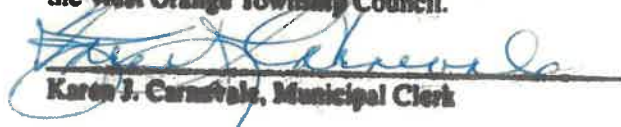
Attest and Affix Seal:


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

Adopted: May 6, 2025


**Joe Krakoviak
Council President**

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


Karen J. Carnevale, Municipal Clerk

180-25
July 22, 2025

**RESOLUTION REQUESTING APPROVAL
OF ITEMS OF REVENUE AND APPROPRIATION
NJS 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

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

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of West Orange in the County of Essex, in the State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2025 in the sum of \$155,437.29, which is now available from the Design Phase award of the 2023 Transportation Alternative Grants (TAP) Washington Street Corridor Phase II;

BE IT FURTHER RESOLVED, that the like sum of \$155,437.29. is hereby appropriated under the caption 2023 TAP Washington Street Corridor Phase II Design Phase; and

BE IT FURTHER RESOLVED that the above is the result of funds from New Jersey Department of Transportation and Economic Development, in the amount of \$155,437.29.

I, Karen J. 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 Township Council of the Township of West Orange, on the 22nd of July, 2025, in the County of Essex in the State of New Jersey.


Karen J. Carnevale, RMC
Municipal Clerk


Joe Krakoviak, Council President

Adopted: July 22, 2025

290 West Mount Pleasant Avenue
Suite 2370
Livingston, NJ 07039

**TRENK ISABEL
SIDDIQI &
SHAHDANIAN P.C.**

Court Plaza South, West Wing
21 Main Street, Suite 251
Hackensack, NJ 07601

P: 973.533.1000 | F: 973.533.1111 | tisslaw.com

Richard D. Trenk, Esq.
rtrenk@tisslaw.com
Direct No. (973) 533-1040
Reply to Livingston office

July 29, 2025

VIA E-MAIL

Council President Joe Krakoviak
All Township Council Members
c/o Karen Carnevale, Municipal Clerk
Township of West Orange
66 Main Street
West Orange, NJ 07052

**Re: Resolutions Approving Zoning Board
Of Adjustment and Planning Board Attorney
Professional Services Contracts**

Dear Council President Krakoviak and All Council Members:

As you are aware, the Administration has now presented to the Council for its approval on at least three (3) different occasions resolutions and contracts ratifying and approving the determination by the autonomous land use bodies concerning Planning Board Attorney Powell-McGovern and Zoning Board Attorney Steve Warner. Both of these professionals have continued to work with diligence and integrity consistent with the Rules of Professional Conduct.

Despite the Administration's efforts to present these professional service contracts in a timely manner and despite the fact that no member of the Township Council has ever provided a substantive reason to disapprove or delay the approval, these contracts remain extant. As you are aware, these professionals are statutorily required by the MLUL. Both of these professionals continue to provide essential services to the autonomous land use boards.

The only feedback I got after the July 21, 2025 Council meeting was that there was a discrepancy in the Resolution as to the hourly rate. As you are aware, that discrepancy could have been easily remedied by adopting the Resolutions and directing that the revision be made. Instead, in a further delaying effort, the Council tabled both Resolutions.

This Resolution will be placed on the August 12, 2025 Agenda. If you have any questions or further concerns, you are requested to provide that information in **writing no later than August 4, 2025**. Otherwise, the Resolutions awarding the Land Use Professional Service

Council President Joe Krakoviak
All Township Council Members
July 29, 2025
Page 2

Contracts with the identical same contracts will be placed on the Agenda for the August 12, 2025 meeting. If they are not approved, the Mayor reserves the right to commence an appropriate litigation to resolve these matters once and for all. The failure to allow the autonomous land use boards to do their statutory responsibilities is solely being stymied by the Council's machinations.

If you have any questions whatsoever, or need any further guidance, please feel free to contact the undersigned. Obviously, if anyone raises a substantive basis to refuse to approve these Resolutions, we will listen to such objection and attempt to work collaboratively to resolve same in a professional and timely manner.

Thank you for your consideration.

Respectfully yours,

Richard D. Trenk

RDT:jms

Enclosures

cc: Mayor Susan McCartney (via e-mail)
Peter Smeraldo, Business Administrator (via e-mail)
Chief James P. Abbott, Senior Policy Advisor (via e-mail)
John C. Ditinyak, CFO (via e-mail)
Dr. Robert Bagoff (via e-mail)
Diana Powell-McGovern, Esq. (via e-mail)
Phillip Neuer, Esq. (via e-mail)
Steven Warner, Esq. (via e-mail)
Stephen Gengaro, Esq. (via e-mail)
Scott Salmon, Esq. (via e-mail)
Ramon Rivera, Esq. (via e-mail)
John J.D. Burke, Esq. (via e-mail)

RESOLUTION

WHEREAS, the Township Council adopted Ordinance No. 2721-23 (the “Ordinance”) which revised Chapter 25, Section 55.1 of the Township of West Orange (the “Township”) Municipal Code (the “Township Code”) and established the amount of escrow fees payable by applicants for land use applications to be determined by Resolution; and

WHEREAS, Resolution 298-23 sets forth the fee schedule in the Ordinance and provides that attendance of the Board Attorney for any special meeting shall be \$750 per meeting and any other professionals to be paid at \$150 per hour; and

WHEREAS, the Township, to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), sent a request for qualifications for professional services contracts for the land use boards which is permitted under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the responsive attorneys submitted a rate of \$195 per hour for legal work for applications to be paid by escrow payments from the applicants which proposals were approved by the autonomous land use boards; and

WHEREAS, the Township seeks to raise the hourly rate of land use board attorneys set forth by Resolution 298-23 fix the hourly rate for the land use board attorneys for escrow matters in an amount of \$195/hour. Nothing contained herein shall change the special meeting escrow rate of \$750 per meeting. This hourly rate applies to pre and post meeting work concerning the escrow payments for land use applications.

NOW, THEREFORE, BE IT, AND HEREBY IT IS, RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the rate for land use applicants for escrow matters to be paid to land use board attorneys shall be \$195 per hour, with all other portions of Resolution 298-23 to remain in effect unless otherwise superseded by

Resolution, and the Municipal Clerk shall cause notice of these actions to be advertised in accordance with applicable law; and it is further

RESOLVED that this Resolution shall be available in the Clerk's Office in accordance with applicable law.

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

Joe Krakoviak,
Council President

Adopted: August 12, 2025

RESOLUTION

WHEREAS, MATRIX NEW WORLD ENGINEERING (“Contractor”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the award of a professional services agreement for Engineering Consulting Services (the “Contract”), through **December 31, 2025**; and

WHEREAS, the Contractor has agreed to provide Engineering Municipal Services for the remainder of the calendar year 2025, pursuant to the requirements, terms and conditions set forth in the professional services agreement annexed hereto as Attachment “**A**,” and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain the Contractor to provide Engineering Municipal Services for the Township not to exceed \$75,000 on the terms and conditions set forth therein; and it is further

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

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

Joe Krakoviak
Council President

Adopted: August 12, 2025

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

JOHN C. DITINYAK, CFO

AGREEMENT FOR MUNICIPAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, dated as of the ____ day of **August, 2025** between the Township of West Orange, a Municipal Corporation, in the County of Essex, and the State of New Jersey (hereinafter referred to as the “Township”), having its principal offices at 66 Main Street, West Orange, New Jersey; and **MATRIX NEW WORLD ENGINEERING**, (hereinafter referred to as the “Contractor”), having its principal offices at 3 Mountainview Road, Warren, New Jersey 07059.

WHEREAS, on or about November 13, 2024 the Township issued Request for Qualifications for Professional Services, (the “RFQ”) seeking to award a Professional Services Agreement for Municipal Engineering Services; and

WHEREAS, on December 3, 2024, the Contractor submitted the only proposal in response to the RFQ, annexed hereto as Exhibit “**A**,” seeking award of the Contract for Engineering Consulting Services (the “Contract”) for the scheduled hourly rates that are annexed hereto as Exhibit “**B**” not to exceed \$75,000..

WITNESSETH

1. The Contractor hereby covenants and agrees to furnish and deliver to the Township, Engineering Consulting Services consistent with the scope of services as set forth in the RFQ and the Contractor’s Proposal submitted on December 3, 2024 (the “Proposal”) for the scheduled hourly rates set forth in the Proposal.

2. In the event of any conflicts between the terms and conditions set forth in the RFQ and the Proposal, the terms and conditions set forth in the RFQ shall govern.

3. The Contractor acknowledges that it has read N.J.S.A. 10:2-1, et. seq. (Discrimination in Employment on Public Works; contract Provision), the terms of which are incorporated herein as if expressly set forth at length, and the contractor agrees to comply with and be bound by the terms thereof.

4. Neither this Agreement nor the monies to become due hereunder are assignable.

5. The term of this Agreement for services is January 1, 2025 through December 31, 2025. Either party may seek to terminate this Agreement with 30-days written notice.

6. The acceptance of payment by the Contractor shall constitute a release of any claims or liabilities of any nature whatsoever, if any, owing to the Contractor from the Township, its agents, servants and employees.

7. Contractor agrees to indemnify and hold harmless the Township, its agents, servants and employees from and against any and all losses, damage, liabilities, and expenses

which may arise or be claimed against the Township, its agents, servants and employees, consequent upon or arising out of or in connection with the within Agreement.

8. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey, without regard to its conflict of law principles. Any claim shall be brought in the Superior Court of New Jersey, Essex Vicinage. Each of the Parties hereby irrevocably consents to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof to it by regular mail. Each of the Parties hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any such claim, suit, proceeding, or action in such respective jurisdictions

9. This agreement is effective as of Township's adoption of an authorizing resolution by the Township's governing body.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers, and caused these corporate seals to be affixed hereto.

ATTEST:

MATRIX NEW WORLD ENGINEERING

Name:

Name:

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN J. CARNEVALE, R.M.C
TOWNSHIP CLERK

BY: _____
MAYOR SUSAN McCARTNEY

EXHIBIT A

MATRIX**NEW**WORLD

Engineering Progress



RFQ FOR PROFESSIONAL SERVICES: MUNICIPAL ENGINEERING SERVICES

SUBMITTED TO

Township of West Orange

ATTN: Panayiota Reynolds, Purchasing Agent
66 Main Street
West Orange, NJ 07052

SUBMITTED BY

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC

26 Columbia Turnpike, 2nd Floor
Florham Park, NJ 07932
P: 973.240.1800 F: 973.240.1818

SUBMITTED DATE

December 3, 2024

December 3, 2024

Panayiota Reynolds, Purchasing Agent
Township of West Orange
66 Main Street
West Orange, NJ 07052

Re: REQUEST FOR QUALIFICATIONS FOR MUNICIPAL ENGINEERING SERVICES

Dear members of the selection committee:

Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. (Matrix) is pleased to submit this proposal to the Township of West Orange in response to the above-referenced RFQ. We have enclosed one original and one copy of our response. Matrix is one of the largest engineering firms in the state, providing civil, environmental, geotechnical, marine, and structural engineering services; landscape architecture; and survey consulting expertise. Our firm has grown progressively in terms of revenue, client base, and project diversity since its inception and has developed a strong reputation for delivering high quality services and work products within budget and schedule.

Matrix personnel have a thorough understanding of the various engineering and consulting services typically required by public clients, including infrastructure design, inspection services, land survey, environmental engineering, regulatory compliance, traffic and transportation engineering, structural engineering, and landscape architecture. We are confident that after a review of our proposal, West Orange will select Matrix because of our ability to provide the services of a *full-service multi-discipline engineering* firm with a full array of engineers, scientists, land-use experts, surveyors, asbestos and lead licensed personnel.

Matrix is proud to propose a team that can provide all the necessary services under one umbrella. Our management approach allows us to provide our services in very economical fashion, and the team we have assembled will be able to accelerate project delivery while lowering costs. We are also conveniently located in Florham Park, only 10 miles from the Township's municipal headquarters, capable of responding to any emergent matters in a quick and efficient manner.

We thank you for the opportunity to submit this proposal. Please feel free to contact me directly with any questions or comments regarding our experience at (973) 585-9064 or via email at msoltys@mnwe.com.

Respectfully submitted,



Mike Soltys, PE
Vice President

TABLE OF CONTENTS

TITLE	SECTION
Cover Letter	
Executive Summary	1
Key Staff	2
<i>Organization Chart</i>	
<i>Key Personnel Resumes</i>	
Firm Experience	3
<i>Municipal References</i>	
<i>Project Examples</i>	
Cost Proposal	4
Compliance Documents	5
<i>Required Forms (w/ Employee Info Report)</i>	
<i>NJ Business Registration</i>	

SECTION 1 – EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

Matrix understands that the Township of West Orange is seeking a professional engineer licensed by the state of New Jersey for the design and reconstruction of infrastructure improvements within the Township, including street improvements (including curb, sidewalk, pavement, utilities, lighting, and other street amenities), utility improvements including storm and sanitary sewers and sanitary sewage pump stations, and subdivision and site plan preparation of Municipal owned or sponsored projects including presentations and testimony before local and county land use boards.

Matrix is a civil engineering, geotechnical engineering, environmental, and land surveying consulting firm established in 1990. The firm has grown progressively in terms of revenue, client base, and project diversity, and has developed a strong reputation for delivering high-quality services and work products within budget and on schedule. Matrix is routinely called upon to perform project assignments within tight time frames and difficult completion schedules in response to changing circumstances or emergency requests. We have successfully delivered on several contracts under which we executed multiple large-scale and complex assignments concurrently.

We are proud to propose a team that can provide all the necessary services under one umbrella. Our management approach allows us to provide our services in a very economical fashion, and the team we have assembled will be able to accelerate project delivery while lowering costs. We are also conveniently located in Florham Park, only 10 miles from the Township's municipal headquarters, capable of responding to any emergent matters in a quick and efficient manner. We will have support from our Eatontown, NJ office location, as well.

26 COLUMBIA TURNPIKE, 2ND FLOOR (CORP. HQ)
FLORHAM PARK, NJ 07932
PHONE: 973.240.1800
FAX: 973.240.1818

442 ROUTE 35, 2ND FLOOR
EATONTOWN, NJ 07724
PHONE: 732.588.2999
FAX: 973.240.1818

Matrix currently employs over 120 full-time professionals in our New Jersey offices, and we will dedicate qualified management and staff full-time and part-time as required to ensure the successful completion of any project. Client satisfaction is always our main goal and thus we ensure that staff availability and qualifications are never compromised. A primary contact and project manager will provide a direct link between Matrix personnel and the Township for consistent direction and collaboration while the entirety of Matrix's staff and management are available when needed.

Our current workload is steady yet flexible. We prefer to maintain control over our growth and make sure we are never over- or under-staffed. We presently have sufficient capacity to give West Orange projects our undivided attention to meet project goals and deadlines, and we do not anticipate any change to this for the duration of the contract. We also plan to utilize the same managers and staff throughout a project to ensure consistency.

Matrix has provided a broad spectrum of engineering services for public agencies (Federal, State, and County), municipalities, school districts, private corporations, architects, engineering firms, and commercial and residential developers. Matrix provides land use planning and engineering services, environmental permitting, landscape architecture, environmental investigations, geotechnical engineering, construction monitoring, remediation design, construction support, regulatory compliance, ecological and biological studies, stormwater management and flood studies, community relations, forensic engineering, and litigation support. Matrix's engineering team consists of engineers and design technicians who have become multi-disciplined through a wide variety of project requirements. In-house specialties include local planning/zoning ordinance review, feasibility studies, community development layout, and subdivision and site plan design. Our experience includes civil engineering design in the areas of roadway, site engineering, utilities, and complete infrastructure design and

rehabilitation. Matrix routinely produces construction documents, including plans, specifications, quantity and cost estimates, and complete construction bid packages.

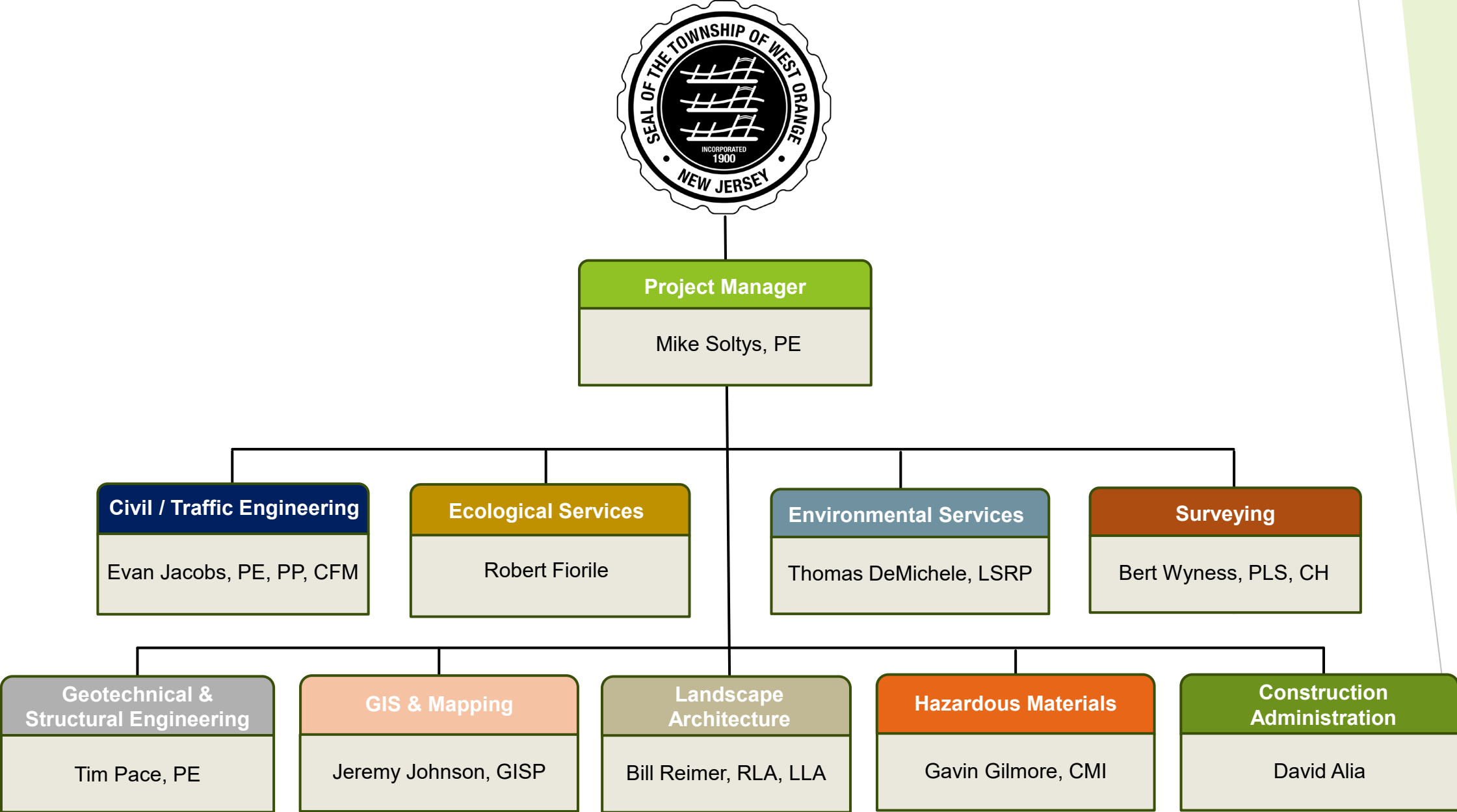
Our key staff available for this contract includes individuals licensed as New Jersey Professional Engineers (PE), Certified Municipal Engineers (CME), New Jersey Professional Planners (PP), NJ Professional Land Surveyors (PLS), NJ Licensed Landscape Architects (LLA), Certified Safety Professional (CSP), and Licensed Site Remediation Professionals (LSRP) will provide proven management and technical expertise which will ensure professional, efficient, and quality service. In addition, Matrix is experienced and thoroughly familiar with the technical and administrative skills necessary to successfully execute multiple work assignments under “call-in” and “task order” contracts. We hope that upon reviewing our qualifications, the Township of West Orange will quickly understand the breadth of talent and expertise within Matrix and what we can offer.

SECTION 2 – KEY STAFF

ORGANIZATION CHART

KEY PERSONNEL RESUMES

Organization Chart



MIKE J. SOLTYS, PE

Project Manager

Professional Qualifications

Mike Soltys is a structural, geotechnical, and civil engineer. With more than 17 years of experience, he is well-versed in steel, concrete, masonry, and timber design; plans and specifications preparation; engineering report development; structural evaluations; and overall project management for a wide variety of public and private projects. His diverse structural consulting experience includes the design of waterfront structures, piers, marinas, bulkheads, roller coasters, water slides, buildings, bridges/culverts, retaining walls, grandstands, treatment plants, dams and more. Mike's background includes complete management of geotechnical investigations; driller and laboratory procurement and coordination; development of geotechnical investigation reports; evaluation of geotechnical data for bearing capacity, settlement, global stability, sliding, overturning, and liquefaction potential; and design development and coordination of shallow and deep foundations, slab and pavement subgrade, ground improvements, and retaining walls, in addition to the analysis of bearing capacity, settlement, global stability, sliding, overturning, and liquefaction potential. His civil engineering background has focused on site plan development, including site layout, drainage, grading, utility and soil erosion plans; front end and technical specification development for public bid projects; and project management of multi-discipline civil engineering projects.

Professional Experience

Bayshore Regional Sewerage Authority Electrical Improvements, Union Beach, NJ – Project manager responsible for coordinating the geotechnical investigation for electrical upgrades at the treatment plant. Responsibilities included procurement of the driller and laboratory, oversight of the investigation program, and development of a complete geotechnical report with boring logs and design recommendations.

DPMC NJDOT Bridgewater Salt Storage Structure, Bridgewater, NJ – Project manager responsible for coordinating the geotechnical investigation for the construction of a salt storage building. Responsibilities included procurement of the driller and laboratory, oversight of the investigation program, and development of a complete geotechnical report with boring logs and design recommendations.

Wrightstown Development, Wrightstown, NJ – Project manager responsible for the subsurface investigation program including borings, test pits and permeability tests to develop a single-family residential development on previously undisturbed land with requisite infiltration and detention basins.

Woodland Park Medical Office Property Condition Assessment, Woodland Park, NJ – Project manager responsible for oversight of the structural and architectural assessment portion of a Property Condition Assessment of a 3-story medical office building. Responsibilities included project management, oversight of the non-destructive evaluation, and development of the investigation report.

95 Monitor Street Pre-Construction Foundation Inspection, Jersey City, NJ – Project manager responsible for oversight of the pre-construction foundation and wall inspection of nearby properties to the proposed construction to establish a baseline assessment of existing conditions prior to construction. The evaluation included a non-destructive inspection to identify and document existing conditions and deficiencies, which were photographed and documented for a compiled report of all adjacent properties.

Verona/Montclair Redevelopment, Verona/Montclair, NJ – Project manager responsible for the subsurface investigation program including borings and permeability tests to redevelop an existing elementary school site into a mixed-use facility with on-site parking garage.



EDUCATION

MS, Civil Engineering, Rutgers University, 2010

BS Civil Engineering, University of Notre Dame, 2007

PROFESSIONAL REGISTRATIONS

Professional Engineer - New Jersey 2011, New York 2016, Connecticut 2013, Pennsylvania 2014, Utah 2017, North Carolina 2017, South Carolina 2017, Oregon 2017, Georgia 2019, California 2020, Rhode Island 2023

PROFESSIONAL CERTIFICATIONS AND TRAINING

OSHA 10-Hour Construction Transportation Worker Identification Credential (TWIC) – Exp. 8/27/28

EVAN M. JACOBS, PE, PP, CFM
Civil / Traffic Engineer

Professional Qualifications

Evan Jacobs is a civil engineering project manager with 17 years of experience managing, designing and overseeing the construction of a multitude of land development projects. He is well-versed in all aspects of the design of public and private land development, site planning, grading and earthwork management, drainage and stormwater management, utility design, land use permitting, municipal board approvals and preparation of construction documents for public bidding. Evan's projects have included a wide-range of sectors, including K-12 and higher education, sports and recreation facilities, multi-family residential developments, commercial and industrial sites, bridge and culvert replacements, utility infrastructure, large-scale brownfield redevelopment sites, flood mitigation and prevention, and septic system design. Evan also brings nearly seven years' experience as a municipal engineer and planner, having served multiple municipalities, handling all aspects of capital construction projects, apply for and securing grant opportunities, and representing the engineering and construction interests of the municipality. Evan also represented municipal land use boards as both a professional engineer and professional planner serving both Planning Boards and Zoning Boards of Adjustment. Evan has also provided expert witness testimony regarding engineering and land development in both County and Federal courtrooms.

Professional Experience

Oil/Water Separator Replacements, PSE&G, Various NJ Locations -

Project Manager and site/civil engineering lead responsible for the design and preparation of construction documents for replacement of oil/water separators at 23 PSE&G vehicle maintenance garages throughout the state. Additional responsibilities included full site investigation and design, existing utility and infrastructure mapping, local sewer authority permitting, plumbing and electrical design to support the new OWS as well as modifications to existing plumbing and sewer systems, grading and drainage design, bid support services, as well as municipal construction permits and sub-code permits for plumbing, electrical, and building.

Pathside Museum Project, Jersey City, NJ – Project Manager and site/civil engineering lead responsible for the design and preparation of construction documents for site improvements for the museum redevelopment of the existing Pathside Building in Journal Square, including a new loading dock berth, stormwater and utility infrastructure improvements, site and landscape improvements for an outdoor plaza and perimeter pedestrian areas, and ADA accessibility improvements.

Royal Caribbean Cape Liberty Cruise Terminal, Bayonne, NJ – Site/civil engineering lead responsible for the design of the site and supporting infrastructure for the new Royal Caribbean cruise terminal at the MOTBY site. Responsibilities included extensive coordination with Royal Caribbean and the Port Authority of New York & New Jersey, as well as site circulation, passenger and bus queuing and parking design, stormwater and utilities, bollard and mooring layout, and permitting.

Union County Bridge Replacements, Various Bridges in Union County, NJ – Project Manager and site/civil engineering lead responsible for design of the site and roadway layout, stream corridor improvements, hydrologic and hydraulic modeling and design for the new structures, and NJDEP land use permitting for wetlands and flood hazard areas for either the rehabilitation, reconstruction, or complete replacement of multiple bridges and culverts under Union County jurisdiction (including but not limited to: Central Avenue – Westfield, Pedestrian Bridge at Nomahegan Park – Cranford, W.R. Tracy Road Bridge – Watchung Reservation – Mountainside, Inwood Place – Plainfield, Allen Avenue – Union).



EDUCATION

MS Civil Engineering, New Jersey
 Institute of Technology, May 2012
 BS Civil Engineering, New Jersey
 Institute of Technology, May 2007

**PROFESSIONAL
 REGISTRATIONS**

Professional Engineer – New
 Jersey (April 2012)
 Professional Planner – New Jersey
 (September 2017)

**PROFESSIONAL
 CERTIFICATIONS AND TRAINING**

Certified Floodplain Manager
 (Association of State Floodplain
 Managers), January 2020
 HAZWOPER and OSHA 40-hour
 certification (initially licensed in
 March 2013, currently expired)

PROFESSIONAL AFFILIATIONS

Association of State Floodplain
 Managers, January 2020

ROB R. FIORILE

Ecological Services

Professional Qualifications

Rob Fiorile is a Senior Scientist with more than 30 years of experience working in the environmental field. Responsible for the completion of environmental reviews, ecological studies/surveys, natural resource inventories, and State and Federal environmental permit applications, Rob has served various client types with an emphasis on environmental assessments and impact statements in accordance with the National Environmental Policy Act (NEPA), as well as NY and NJ State environmental review regulations. He is also highly skilled in preparing permit applications for complex projects involving activities regulated under various State's freshwater wetlands protection programs, flood hazard area control programs, coastal zone management programs, and U.S. Army Corps of Engineers Section 10 and 404 programs. Rob's experience includes various types of terrestrial and aquatic ecological studies/surveys, including watershed management plans, lake diagnostic-feasibility studies, lake restoration/management programs, nuisance aquatic species control programs, wetland delineations, seagrass surveys, shellfish surveys, acid soils surveys, and seagrass and wetland mitigation/restoration.

Professional Experience

Nellie Bennett Marsh Restoration Plan, Point Pleasant, Ocean County, NJ - Project Manager currently responsible for ecological and engineering services for the completion of site assessments, resource surveys, stakeholder outreach coordination, and preliminary design for the stabilization of 2,600 feet of eroding shoreline and the restoration of 20 acres of tidal salt marsh in upper Barnegat Bay. Matrix is working with the Barnegat Bay Partnership and their project stakeholders to develop a comprehensive living shoreline and saltmarsh restoration design plan for Nellie Bennett Marsh, which is currently undergoing subsidence and edge erosion. Our design focuses on developing a phased approach for the protection of the entire marsh complex that can be implemented in phases as funding allows and that is adaptable as effects of climate change and sea level rise are realized over time. Our professionals conducted a comprehensive evaluation of existing site conditions and utilized historical data to understand the causality of the rapid loss to the surface area of the marsh complex. We analyzed best methods for re-establishing marsh edges to the maximum allowable regulatory footprint and protecting the complex from future any future loss.

Newark Bay Wetlands Restoration, City of Newark, NJ – Practice Lead responsible for the implementation of a coastal wetland restoration project funded by a grant made to the City of Newark by the Department of Interior National Fish and Wildlife Foundation (NFWF) through the Hurricane Sandy Coastal Resiliency Competitive Grant Program. The project entails the restoration and protection of a 12-acre wetlands complex located along Newark Bay. The site, which was historically separated from Newark Bay by an 800-foot revetment wall, is one of only a few remaining natural areas remaining in this highly-industrialized portion of Newark Bay. Although some healthy tidal wetlands remain, most of the site has become highly degraded by invasive species and severe shoreline erosion. This project will restore, enhance, and protect the wetland complex through the implementation of multiple resilient and sustainable measures. These include a living shoreline, saltmarsh restoration, and invasive species eradication. The project will ultimately buffer the wetland complex from continued erosion from the tidal action of Newark Bay, improve flood control for the adjoining upland areas in the City of Newark, and restore the natural habitat.

Shark River Park Stream Restoration, NJ – Responsible for the preparation and submission of grant applications to the New Jersey Department of Environmental Protection to request funding under the State 319(h) Grant Program to restore a severely eroding section of an unnamed stream situated within Shark River Park.



EDUCATION

B.S. Environmental Studies, Stockton University, 1993

PROFESSIONAL REGISTRATIONS

NAUI Open Water 1-SCUBA Diving Certification

PROFESSIONAL CERTIFICATIONS AND TRAINING

Georgian Court University – Master of Biology Program

Rutgers, The State University of New Jersey – Cook College
 - Methodology of Delineating Wetlands
 - Plant Identification for Wetland Delineation
 - Hydric Soils
 - Coastal Project Review

New Jersey Marine Science Consortium
 - Marine Fossils

TOM C. DEMICHELE, LSRP

Environmental Services

Professional Qualifications

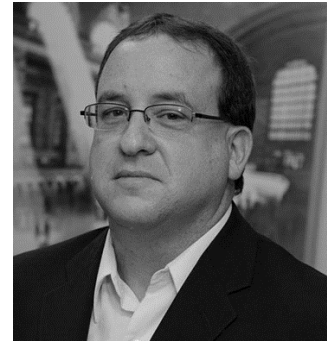
Tom DeMichele is a Licensed Site Remediation Professional (LSRP) with over 32 years of experience in environmental investigation and remediation services. His experience includes planning and directing soil, surface water, groundwater, and bedrock investigations for environmental projects, and oversight of underground storage tank (UST) and aboveground storage tank (AST) decommissioning in accordance with federal, state, and local regulations. Well-versed in complex environmental and engineering programs requiring detailed cost-control programs and multi-disciplinary staffing, his investigative experience includes environmental characterization studies relative to hazardous waste screenings, preliminary assessments (Phase I), site investigations (Phase II), remedial investigations and feasibility studies (Phase III), UST/AST investigations, and environmental impact statements (EIS). Tom is licensed by the State of New Jersey as a subsurface evaluator and closure specialist for UST services.

Professional Experience

Newark Terminal A Redevelopment Program, Newark, NJ – Project Manager for the Port Authority of New York and New Jersey (PANYNJ) Terminal A Redevelopment Roadway Bridges N58 and N59 project at Newark Liberty International Airport. Oversaw the pre-construction environmental subsurface investigation, which identified potential areas of contaminated materials and hazardous waste that may impact project design and construction along the proposed bridge alignments. By pre-characterizing the subsurface, DeMichele identified whether contaminated materials were present that would both pose a health and safety risk to construction personnel and the public and cause costly delays if not identified and mitigated prior to construction. Prepared a Site Investigation Report (SIR) to provide investigation results, and reviewed project design specifications and drawings to ensure that environmental findings relative to materials management were addressed. Also evaluated project design specifications and drawings for adequate handling of potential hazardous materials, including asbestos, lead paint, and universal wastes.

Township of Livingston, Police Headquarters, Livingston, NJ – Project manager responsible for providing environmental services at the Township's Police Headquarters, including the investigation of soil, monitoring well installations, and the remediation of groundwater associated with former UST discharges; and making recommendations for further remedial actions at the site. Completed the Remedial Investigation Report, which identified offsite groundwater contribution. Assisted the Township with the former electronic component manufacturing facility and maintaining compliance associated with these environmental projects. Provide ongoing monitoring and remediation services associated with soil and groundwater contamination.

City of Newark, McClellan Street Underpass Roadway and Drainage Improvements Final Design, Newark, NJ – Project Manager responsible for environmental investigation related to the identification and management of contaminated and hazardous materials. Matrix conducted a corridor study, including a Hazardous Waste Screening Report and Site Investigation to provide for the proper management of contaminated materials during design and construction of the new pump station. A Property Acquisition Environmental Cost Estimate (PAECE) report was prepared for the property as the City of Newark proposed to acquire the southern limits (i.e., Partial Taking) of the Property to expand the existing pump station located on City owned property as part of the proposed McClellan Street Underpass Roadway and Drainage Improvements Project (Project).



EDUCATION

BS, Biology, Maxwell Becton
College of Liberal Arts, Fairleigh
Dickinson University, 1988

PROFESSIONAL REGISTRATIONS

NJDEP Licensed Site Remediation
Professional, No. 576002, 2012

PROFESSIONAL CERTIFICATIONS AND TRAINING

40-Hour OSHA Hazardous Waste
Safety and Health Operations –
1988
8-Hour OSHA Refresher Training for
Hazardous Waste Operations –
Updated Annually
8-Hour OSHA Hazardous Waste
Site Supervisor - 1989
8-Hour Level B Equipment use
Training – 1989
10 –Hour OSHA Construction
Course - 2013
NJDEP Certified UST Subsurface
Evaluation and Closure, #0009989 -
1992
OSHA Excavation Safety Standard
Certified - 1995
Confined Space Entry Training -
1994

BERT C. WYNESS, PLS

Surveying

Professional Qualifications

Bert (Bert) Wyness has more than 37 years of experience in the survey field and a prior eight years in the electrical and electronic engineering discipline. He is experienced in and knowledgeable of land survey techniques, including topographic surveys, boundary surveys, geodetic control surveys, aerial photo control surveys, and writing of legal descriptions. Bert is also experienced in hydrographic and marine geophysical surveys, including multi-beam and single-beam survey collection and processing procedures, as well as side-scan, sub-bottom, and magnetometer survey collection and processing procedures. Bert Wyness is knowledgeable of survey standards and principles, project and department management relating to land and hydrographic survey missions, workflow, and logistic design.

Professional Experience

Jersey City Redevelopment Agency- Project Manager for surveying services in connection with the creation of the Courthouse Park to be located on the current site of the Hudson County Administration Building at 595 Newark Avenue in the City of Jersey City

Estling Lake Dam Embankment Stabilization, Denville, NJ – Project management team member responsible for survey services including boundary surveys, topographic and utility surveys, and railroad surveys.

Northeast Supply Enhancement: Williams Pipeline, NY & NJ – Responsible for the performance of geophysical surveys of a 23-mile proposed pipeline route from Morgan, NJ to Rockaway, NY. Responsibilities included the collection of all hydrographic and geophysical survey data and subsequent management of data processing workflow and delivery to client.

PANYNJ Marine Terminals, NJ, and NY – Responsible for collection of hydrographic data at these facilities. As chief hydrographer on the survey vessel, charged with ensuring the correct procedural and technical processes are adhered to, and in the office, assisting in all aspects of final product delivery.

Passaic River (Mouth to the Dundee Dam), USACE NY District, NJ – Responsible for supervising the necessary tasks to collect enough hydrographic data to ensure the success of restoring this part of the Passaic River to its original bathymetry. The water depth of the project area ranged from 0ft to 30ft, with three survey vessels used to accommodate the various river depths.

NYCDEP Bypass Tunnel Construction - CDA - BT2_Tunnel – Project Manager for several work order tasks, including site surveys, property boundary surveys, and control point surveys related to site settlement monitoring at various power generating and wastewater facilities, near a new NYCDEP Bypass Tunnel.

NYCDPR Captain George H. Tilly Park, Landscape Design and Survey Services – Project Manager for all survey services associated with topographic, utility, boundary and bathymetric surveying related to landscape design services for the reconstruction of the pond, retaining wall and drainage, and miscellaneous site work.



EDUCATION

BS, Survey Engineering, New Jersey Institute of Technology, 2014
AS, Electrical & Electronic Engineering, Napier University – Edinburgh, Scotland, 1981

PROFESSIONAL REGISTRATIONS

Professional Land Surveyor – New Jersey, 2016 - New York, 2010 - Louisiana, 2021 – Connecticut, 2021

PROFESSIONAL CERTIFICATIONS AND TRAINING

ACSM Certified Hydrographic, 2005
Remote Pilot Knowledge Test, 2018
Adjunct Professor at NJIT – Marine Surveying
NOAA Coastal Multi-Beam Training – University of New Brunswick
Trimble Geomatics Post-Processing and Network Adjustment
Wetland Delineation Program – Rutgers University
Continuous Education – Hydrographic and land survey conferences, GIS, and specialized survey seminars

PROFESSIONAL AFFILIATIONS

American Congress on Surveying & Mapping (ACSM)
National Society of Professional Surveyors (NSPS)
New York State of Land Surveyors, Inc. (NYSAPLS)
American Society for Photogrammetry and Remote Sensing (ASPRS)
Association for Unmanned Vehicle Systems International (AUVSI)

TIM PACE, PE**Geotechnical & Structural Engineering****Professional Qualifications**

Tim Pace has more than eight years of field/design experience in the areas of civil, structural, and geotechnical engineering as well as AutoCAD drafting. Tim's experience includes soil sampling/logging for multiple projects across New York and New Jersey, foundation and retaining wall design, various industrial/residential piping and utility design, observation well inspection and water permeability testing. He also has extensive experience in the preparation of geotechnical reports, which include subsurface classifications, soil properties (bearing capacity, settlement, sliding, overturning) and foundation recommendations in accordance with the International Building Code and New York City Building Code.

Professional Experience**Ironstate Development, 100 Monitor Street, Jersey City, NJ –**

Contracted by Ironstate Development to perform exterior foundation and wall inspections of properties immediately adjacent to 100 Monitor Street in Jersey City, NJ. The purpose of this inspection was to observe and record any structural defects to the existing buildings around the project lot prior to commencement of construction. Project involved a detailed report marking significant damages to building foundations, as well as a photo log to visually record any observed damage.

Town of Secaucus, Street Reconstruction, Secaucus, NJ – Field Engineer responsible for the inspection of the reconstruction of multiple streets throughout Secaucus, New Jersey. Tim oversaw the demolition and construction of the sidewalks, curbs, and streets of the various streets under contract. This project also involved coordination with multiple utility companies, as well as town officials, to assure the street redevelopment was completed with minimal disturbance to the public, and that the finished street elements met all code standards.

Coney Island Infrastructure - Soil Sampling & Boring Logs, Brooklyn, NY– Engineering Technician in charge of oversight and classification of multiple soil borings on site in Coney Island, Brooklyn. As a subcontractor for Mueser Rutledge, Tim's field responsibilities included collection, classification, and logging of soil samples taken at varying depths and at numerous borehole locations. Supervision of correct drilling practice (including safety precautions) by the assigned drilling team from Aquifer Drilling and Testing was also a significant aspect of the project. Off site, Tim was involved with finalizing the soil classifications along with the input of field logs into gINT – a computer program used to clearly organize, and display soil strata breaks and other essential soil properties for the site. Tim was also ultimately responsible for the transport of soil samples to Mueser Rutledge for further lab work.

New Jersey Transit, Meadows Maintenance Complex, Kearny, NJ –

Field Engineer responsible for inspection of a soil boring investigation. Included in the project were the creation of soil boring logs, classification of in-situ soils, as well as recommendations for foundation types and bearing capacities for proposed transformer platforms and flood wall at the site.

Maplewood Township, DPW Fuel Station, Maplewood, NJ – Project Engineer responsible for the structural review of numerous proposed concrete slabs to hold new fuel pumps, tanks, and a canopy. Responsibilities also included the design, if necessary, of new slabs to safely hold the proposed loads from the new structures.

**EDUCATION**

BS, Civil Engineering, Stevens Institute of Technology, 2013
MS, Civil Engineering – Structural Concentration, Stevens Institute of Technology, 2015

PROFESSIONAL REGISTRATIONS

Professional Engineer, License No. 24GE05641600, NJ, 2020

PROFESSIONAL CERTIFICATIONS AND TRAINING

NJT Contractor Safety Training, 2019
HBLR Contractor Safety Training, 2019
Amtrak Contractor Safety Training, 2019
OSHA Construction Safety Program, 10 Hours
OSHA HAZWOPER 40 Hour Training

ENGINEERING SOFTWARE

gINT
AutoCAD
Enercalc
AllPile
SPW911 Sheet Pile Design
HeliCAP Helical Pile Design
Fulcrum
SkyCiv

JEREMY S. JOHNSON, GISP

GIS & Mapping

Professional Qualifications

Jeremy Johnson has 27 years of experience working with GIS technology and data formats. Jeremy's education, training, and years of experience have developed expertise in all GIS technologies including analysis, visualization, database scripting for automation, data collection, mobile applications, data conversion, Web-based GIS, and spatial databases. Initially, his professional career was in the public sector, where he promoted digital data sharing and collaboration, as well as fostering relationships with all levels of public sector and a wide array of private sector disciplines. Recently, his focus has been on open-source Web-based application development (utilizing PHP, JavaScript, HTML, SQL Server, PostgreSQL, Google & ESRI APIs). He is well-versed in creating high-end technical solutions that are economical and scalable. Prior work in city government has afforded Jeremy the opportunity to work with Police and Fire Departments, where he was trained in FEMA Incident Management and has implemented high-level crime analysis techniques to help reduce crime. Having served on many multi-jurisdictional committees and presented on various GIS topics at conferences, Jeremy is a highly respected and well-known member of the GIS community.

Professional Experience

Municipal Master Plan Services, Keyport, NJ – Provided GIS support for updating the Master Plan, including a Community Resilience Element, an element focusing on community resilience, hazard mitigation, and disaster recovery. Jeremy provided data research, management, and creation of layers based on aerial imagery, existing and historical data, and information received from the Borough, County, and State.

North Jersey Transportation Planning Authority (NJTPA) Passaic River Basin Climate Resilience Plan, NJ – Provided technical assistance to obtain, review, and edit background documentation and relevant GIS datasets. The datasets were used to develop a geospatial database of all transportation assets and emergency facilities for the region. Wrote python scripts to update Adaptation Strategies and Factors based on climate and storm conditions for transportation assets in the area.

Off-Shore Wind Transmission Line Routing, Multiple Locations, NY & NJ – Serving as GIS Manager, for review and analyses of potential impacts of offshore wind cable landing sites, converter station site locations, and land routing to existing electric substations. Comparison of alternative projects and documentation of findings for use in responses to offshore wind solicitations by NJ Board of Public Utilities and NY State Energy Research & Development Authority. Included routings to minimize effects on areas of environmental sensitivity, restricted use, and cultural concern as well as to utilize existing public right of ways to avoid property transfer issues.

Hera Power Link Article VII Permitting, Offshore Wind Transmission – GIS Manager working in concert with design team, engineers, permitting staff, and supporting preparation/submission of an Article VII Application. This effort included analysis of route options and identification of the preferred routes (land and submarine). We prepared supporting site-specific studies and consulted with regulatory agencies. The subject of the application is an electric transmission project from the wind energy areas in the Atlantic Ocean to interconnection with New York Power Grid.



EDUCATION

B.A., 1995, Geography, St. Cloud State University, MN
 Certificate, 2013, Risk Terrain Modeling, Rutgers University, NJ
 Certificate, 2012, Crime Analysis, Century College, MN

PROFESSIONAL REGISTRATIONS

Crime Map of the Year (Minnesota Association of Criminal Intelligence Analysts)

PROFESSIONAL CERTIFICATIONS AND TRAINING

Certified GIS Professional (GISCI) (GISP-58425)
 Certified Crime Analyst (Century College)
 OSHA 10 Hour Construction Safety

PROFESSIONAL AFFILIATIONS

AGIC Natural Resources Working Group – Co-Chair
 Minnesota GIS/LIS – Member, Presenter, Mentor
 Anoka County GIS Users Group – Member, Former President
 Minnesota Emergency Preparedness Committee – Member
 Minnesota Association of Criminal Intelligence Analysts (MACIA) – Member, Presenter
 Geospatial Information & Technology Association – Member
 Arizona Geographic Information Council - Member
 International Society of Environmental Forensics

PRESENTATIONS

ADEQ 3D Analysis Application – NEPA Annual Conference (2023)
 Climate Strong Communities Analysis Toolkit and Typologies – NY APA Conference (2023)
 What's in Your Groundwater Modeling Toolbox – Arizona Hydrogeologic Society (2020)
 Risk Terrain Modeling (Residential Burglaries) – AGIC Symposium (2019)
 Risk Terrain Modeling for Residential Burglary – MACIA (2014)
 Errors in Reporting – MACIA (2012)
 Open-Source Web Mapping for Local Government – Minnesota GIS/LIS (2008)
 Metropolitan Stitched Parcel Standards Round Table – Minnesota GIS/LIS (2001)

BILL D. REIMER, LLA, RLA
Landscape Architecture**Professional Qualifications**

Bill Reimer is the Director of Landscape Architecture responsible for the design and oversight of all landscape architecture projects and services and serves as project manager for site planning and site engineering projects. With extensive experience in landscape architecture, site development, and construction management, Bill has completed the design, planning, and construction management for numerous state, commercial, and institutional projects for clients that include the New York City Department of Environmental Protection (NYCDEP), New Jersey Department of Transportation, New Jersey Department of Environmental Protection, and the U.S. Army Corps of Engineers. He has designed parks, plazas, and large-scale site plans for both residential and commercial developments.

**Professional Experience**

West Orange Streetscape, West Orange NJ – Landscape Architect/Lead Designer for the West Orange Streetscape project. The improvements to the downtown were part of a \$2.2M grant that was awarded to the Township through the Federal Transportation Reauthorization Act of 2005. Design vocabulary boards were created and presented to the public for review and comment. The design vocabulary boards became the backbone for the aesthetic elements of the project.

18 Central Avenue, West Orange, NJ - Landscape architect responsible for the design and development of the landscape plans for the project.

NJ Transit Roseville Tunnel and Track Bed Rehabilitation Design and Construction Services Andover & Byram Townships, NJ – assessed the tree species and tree canopy for the entire length of the project (approx. 8,000 LF) to determine in the project area was forested or not.

Nellie Bennet Marsh Restoration, Pt. Pleasant, NJ– Landscape architect responsible for the design and development of drawings for the restoration of approximately 20 acres of salt marsh. The new marsh will include low marsh, high marsh, tidal pools and maritime forest areas.

Welton Street Park, New Brunswick, NJ – Landscape Architect/Project Manager for the Welton Street Park project. The design includes spaces for community gathering, and educational and recreational activities for nearby schools. The park also includes a rain garden and pervious pavements, which will help reduce pressures on the existing stormwater infrastructure.

Maywood Avenue Wetland Restoration, Maywood, NJ – Project manager and lead designer for the project. Matrix will be providing a monitoring report of the site for NJDEP for the next five years to ensure the success of the installed plant material.

Neilson Street Park, New Brunswick, NJ – Project manager and lead Designer for this new downtown park for the city. Public outreach was performed to gather input on what the community wanted to see in the park spaces. The \$3 million new park will include a dog park, a custom slide, tiered gathering spaces to provide multiple programming opportunities at the park and traffic calming to allow for safe access to the park from the surrounding communities.

Feaster and Pittman Parks, New Brunswick, NJ – Project manager and lead Designer for the reconstruction of the parks. Public outreach was performed to gather input on what the community wanted to see in the park spaces. The \$4 million new park includes a children's playground for the adjacent school, outdoor classroom, two basketball courts, outdoor exercise area, open plaza spaces, outdoor game tables, community gardens, spray park, and Amphitheater for community activity space.

EDUCATION

BS, Landscape Architecture,
Rutgers University, 1992

PROFESSIONAL REGISTRATIONS

Registered Landscape Architect,
New York 1999, Pennsylvania 1999
New Jersey 1999, Connecticut
2021, Louisiana 2021, Mississippi
2023, Delaware 2024

PROFESSIONAL CERTIFICATIONS AND TRAINING
CLARB**PROFESSIONAL AFFILIATIONS**
NJASLA

GAVIN GILMORE, CMI **Hazardous Materials**

Professional Qualifications

Gavin Gilmore has more than 30 years of diverse experience as an asbestos, lead based paint and microbial investigator, project designer, project monitor, technician, and remediation supervisor. Gavin's experience has included multiple size and scale projects for various transportation, industrial and private clients throughout New Jersey and New York. His responsibilities have included all phases of project participation from initial proposal and cost estimating to contract close out. Gavin is equally experienced in project design and specification as onsite project monitoring and site compliance. He brings a necessary and valuable degree of field experience to enhance project execution.

Professional Experience

NJ Transit, Hoboken Terminal and Yard Superstorm Sandy Restoration Project, Hoboken, NJ – Project Manager and American Council for Accredited Certification (ACAC) Certified Microbial Investigator (CMI) responsible for the investigation and remediation oversight specific to Category 3 water damaged areas throughout NJ Transit's Hoboken Terminal and Rail Yard. Gavin was responsible preparing sampling plans, coordinating sampling activities with NJ Transit, sample collection and preparation of the investigation report to determine the presence of bacteria or microbial contamination at the facility. Gavin also designed and prepared the construction documents for the remediation of the contaminated areas identified at the facility as well as construction administration and oversight of the contractor during remedial activities to ensure contractor compliance with approved plans and specifications. Gavin also performed the Post-Remediation Verification and clearance testing of the facility to ensure that the remedial action was effective.

ICON Engineering, East Brunswick Manager's Hall, Mold/IAQ

Investigation – Gavin conducted a limited survey for mold, mildew, and bacteria at visually identified interior and exterior locations at the Township's Little League facility. The survey included a physical inspection of targeted areas to identify indications of moisture damage including, but not limited to, water staining, peeling paint, rotting wood, and visible mold growth. The visual survey included an effort to delineate the approximate size of the moisture damage found in each area (as applicable), the types of building materials involved, and the apparent moisture source. Direct examination (swab) samples were collected to evaluate the presence of mold and determine specific mold genus, growth, and spore count.

Township of Maplewood, Woman's Club of Maplewood,

Mold/IAQ/Thermal Imaging Investigation – Gavin conducted a limited survey for mold, mildew, and bacteria at visually identified interior locations prior to the anticipated property purchase and transfer to the Township. The survey included a physical inspection of targeted areas within the existing structure's basement, lower (ballroom level) floor, 1st floor (balcony level), 2nd floor and attic areas to identify indications of moisture damage including, but not limited to, water staining, peeling paint, rotting wood, and visible mold growth. The survey included a physical inspection of targeted areas to identify indications of moisture damage including, but not limited to, water staining, peeling paint, rotting wood, and visible mold growth, and the collection of direct examination samples (swab) and indoor air quality (IAQ) samples to evaluate the presence of mold and determine specific mold genus, growth, and spore count.



PROFESSIONAL REGISTRATIONS

USEPA/NYS Department of Labor Asbestos Inspector, 2006, Project Designer, Project Monitor, Air Sampling Technician, 2007
NYCDEP Asbestos Investigator, 2008
NJ Department of Health Lead Inspector/Risk Assessor
NY/EPA Lead Risk Assessor, 2007
Certified RMD's LPA-1 Lead Paint System User
New Jersey Asbestos Safety Technician, No. 01272, 2007
NYS Mold Certified Microbial Investigator, 2012
Site Remediation Basics, Rutgers University, 2008

PROFESSIONAL CERTIFICATIONS AND TRAINING

Construction Cost Estimating Training, PANYNJ, 2008
NJ Transit Roadway Worker Safety Training
MTA East Side Access Rail Safety Training
NYC Supported Scaffold Safety Training
National Environmental Confined Space Entry Training

DAVID ALIA**Construction Administration****Professional Qualifications**

David Alia has more than seven years' experience focusing on construction inspections and geotechnical investigations including environmental oversight, environmental assessment and demolition and remediation projects under NJDEP, NYCDEP and NYSDEC jurisdiction for industrial, residential and commercial facilities. David's experience includes, but is not limited to, surface and groundwater sampling, temporary and monitoring well installations, soil classification, management and processing of sample laboratory analyses. David has also assisted in the administrative collection of submittals and invoices as well as the preparation of various geotechnical and environmental technical reports including Geotechnical Investigation Reports, Phase I&II Site Remediation Assessments, Preliminary Assessments, Site Investigations, and Remedial Investigations throughout New Jersey and New York. David is also experienced in using various field instruments for monitoring and sampling levels of contamination.

Professional Experience

City of Orange Spray Park Repairs – Construction Administrator responsible for document control and onsite inspections of various project construction milestones. Responsibilities included reviewing project submittals for compliance with project requirements, tracking construction progress by means of daily site visits, and drafting post construction drawings to supplement previously prepared plans for city inspections.

NJDPMC Decommission Wastewater Treatment Plant – Construction Administrator responsible for document control, coordinating team meetings and onsite inspections of various project demolition milestones. Responsibilities included reviewing project submittals for compliance with local, state and federal guidelines, confirming best practice demolition and remediation activities, reviewing and approving invoices ranging from \$200,000 to \$800,000 and hosting project meetings to track demolition progress and coordinate activity schedules with contractors, special inspectors, and both state and federal project collaborators.

PSEG Floor Drain Project – Quality Assurance Inspector responsible for onsite inspections of various project stages ranging from preliminary utility investigation to punch-list preparations. Responsibilities began with overseeing utility investigations via non-intrusive radar techniques as well as penetrating telescoping inspections to confirm condition and connectivity; this initial responsibility facilitated preparation of final construction design plans. During construction the primary responsibilities were to review and recommend for approval to the client, contractor's quantities, measurements, and requests for payment on a monthly basis, maintain pertinent job records including contract drawings, addenda, change orders, payment estimates, and weekly inspection reports. Additionally, there were obligations to maintain copies of all files related to this project including, but not limited to, all correspondence, permits, requests for information, shop drawings/reviews, design modifications, payment estimates, change orders, cost estimates, inspection reports, record plans and specifications, etc; respond to contractor RFI's within 48 hours, review and approve all submittals within 72 hours, negotiate, review and comment on change orders prior to approval by the client within 48 hours, as required; and prepare final estimate and closeout project as per the contract specifications.

Former Undynamic Facility, Roseland, NJ – Staff engineering responsible for monitoring well installation, sampling and development, post investigation reporting and analysis to assist in the development of a site-specific impact to groundwater soil remediation standards for contaminated chlorinated VOCs in groundwater, and development of a cleanup plan for both soils and groundwater. Former work completed at the site by others identified the site consists of a chlorinated solvent groundwater plume stemming from two known source areas, as well as shallow on-site soil contamination.

**EDUCATION**

BS, Chemical Engineering, New Jersey Institute of Technology, 2015

PROFESSIONAL CERTIFICATIONS AND TRAINING

American Heart Association
CPR/AED for Professional Rescuer

NJ Transit Roadway Worker/ On track Protection trainings

Amtrak Contractor Orientation
Safety

Secured Workers Access
Consortium (SWAC)

40-Hour OSHA HAZWOPER
Training, OSHA 29 CFR
1910.120(e) (3)

OSHA 10-Hour Construction Safety
and Health Training

SECTION 3 – FIRM EXPERIENCE

MUNICIPAL REFERENCES

PROJECT EXAMPLES

MUNICIPAL REFERENCES

THE FOLLOWING IS A LISTING WHERE SERVICES SIMILAR OF THE TYPES PROPOSED HEREIN WERE PROVIDED WITHIN THE LAST FIVE (5) YEARS.

MUNICIPALITY	ADDRESS	CONTACT NAME	TITLE	PHONE NUMBER
Avon By The Sea Borough	301 Main Street Avon, NJ 07717	Kerry McGuigan	Business Administrator	(732) 502-4510
Bayonne City	630 Avenue C, Room 25 Bayonne, NJ 07002	Jimmy Davis	Mayor & CEO	(201) 858-6046
Bradley Beach Borough	701 Main Street Bradley Beach, NJ 07720	Joyce Wilkins	Chief Financial Officer	(732) 776-2999
Brick Township	401 Chambers Bridge Road Brick, NJ 08723	Joanne Bergin	Business Administrator	(732) 262-1058
Clifton City	900 Clifton Avenue Clifton, NJ 07013	Dominick Villano	City Engineer	(973) 470-5805
East Hanover Township	411 Ridgefield Avenue East Hanover, NJ 07936	Joseph Tempesta	Township Administrator	(973) 428-3000
East Orange Township	44 City Hall Plaza East Orange, NJ 07018	June Zheng, PE	City Engineer	(973) 266-5366
Freehold Borough	51 West Main Street Freehold, NJ 07728	Stephen J. Gallo	Business Administrator	(732) 462-4200
Harrison Town	318 Harrison Avenue Harrison, NJ 07029	Robert Riper	DPW Superintendent	(973) 268-2442
Highland Park Borough	444 Valentine Street Highland Park, NJ 08904	Kathleen Kovac	Borough Administrator/CFO	(732) 514-1277
Jackson Township MUA	135 Manhattan Street Jackson, NJ 08527	David Harpell	Executive Director	(732) 928-1200
Jersey City Redevelopment Agency	4 Jackson Square Jersey City, NJ 07305	Diana H. Jeffrey	Executive Director	(201) 761-0821
Keyport Borough	70 West Front Street Keyport, NJ 07735	Jay Delaney	Borough Administrator	(732) 739-3900
Livingston Township	357 So. Livingston Avenue Livingston, NJ 07039	Jeanette Harduby	Township Engineer	(973) 535-7950
Maplewood Township	574 Valley Street Maplewood, NJ 07040	Paul Kittner Jr., PE, PP, CME	Township Engineer	(973) 762-8120
Montclair Township	219 North Fullerton Avenue Montclair, NJ 07042	Kimberli Craft, PE	Township Engineer	(973) 744-1400
Mount Arlington Borough	419 Howard Boulevard Mount Arlington, NJ 07856	Carolyn Rinaldo	Municipal Administrator/CFO	(973) 398-6832
New Brunswick City	78 Bayard Street New Brunswick, NJ 08901	Thomas Valenti	Director of Engineering & Public Works	(732) 745-5056
Newark City	920 Broad Street Newark, NJ 07102	Eric S. Pennington	Business Administrator	(973) 733-6176
Passaic City	330 Passaic Street Passaic, NJ 07055	Doris Dudek, RPPO	Director of Purchasing	(973) 365-5599
Roselle Park Borough	110 East Westfield Avenue Roselle Park, NJ 07204	Andrew J. Casais	Chief Administrative Officer	(908) 245-6222
West Caldwell Township	30 Clinton Road West Caldwell, NJ 07006	Joseph Tempesta, Jr.	Mayor	(973) 226-2300
West Orange Township	66 Main Street West Orange, NJ 07052	Leonard Lepore, PE	Town Engineer	(973) 325-4160
Woodbridge Township	1 Main Street Woodbridge, NJ 07095	Robert Landolfi	Business Administrator	(732) 634-4500

Improvements to Mount Vernon Avenue West Orange, New Jersey

PURPOSE OF CONTRACT

Matrix New World Engineering (Matrix) was engaged by the Township of West Orange Department of Public Works, Division of Engineering, to provide surveying and civil engineering services for the roadway improvements to Mount Vernon Avenue, a sloped dead-end residential street located within the Township limits. These improvements extend from Pleasant Valley Way to Garfield Avenue with a street length of approximately 925 feet. An existing drainage swale on Roosevelt Avenue (paper street) is located approximately 150 feet south from Mount Vernon Avenue and was connected to the Mount Vernon Avenue storm system.

Matrix surveyors provided right-of-way, existing conditions, and topographic mapping established the centerline of the existing right-of-way utilizing Township filed maps, deed, and tax maps for the various properties along the roadways. Matrix civil engineers provided construction documents plans to address the various improvements. The pavement was in various stages of distress. Curbs were intermittently damaged or tilted, with inconsistent curb heights. Sidewalks also had sections needing repair or exhibiting uneven grades due to settlement or heaving. Based on review of the topographic survey, existing Township documents, and field investigations with the town engineer, we identified areas where full depth pavement replacement is warranted, with the balance of the areas requiring milling and repaving. All concrete curbs were replaced with Belgium block stone, with elevations adjustments made to keep a consistent look throughout the roadway. Grade impacts to residential driveways were minimized with replacement of those sections located within the towns ROW.

At the top of the roadway slope, Matrix designed a hammerhead vehicle turnaround section for ease of motion for the town's sanitation and snow plow trucks. Adjacent to the turnaround diversion swales were designed to capture stormwater runoff coming off the steep sloped wooded areas and to keep from flooding out resident's backyards. Matrix sized a culvert to replace the existing drainage swale along Roosevelt Avenue and tied it directly to the Mount Vernon Avenue storm sewer system. The area surrounding this swale was then filled and graded with a small diversion berm/ditch created to capture the small amount of surface runoff from flowing into the adjacent property. In conjunction with the preparation of construction plans, Matrix prepared the construction specifications and project cost estimate.

CLIENT

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

CONTACT

Leonard Lepore, PE
Director of Public Works
973-325-4160
llepore@westorange.org

SERVICES PROVIDED

- Site/Civil Engineering
 - Land Survey
-

COST

\$20,000

DURATION

2014

KEY PERSONNEL

Jei Chon
Jose Vargas
Emanuel e Bras



Freehold Road-Jackson Mills Road and Cedar Swamp Road Intersection Jackson, New Jersey

PURPOSE OF CONTRACT

Matrix New World Engineering (Matrix) has provided a comprehensive and environmentally-sensitive design for widening and intersection improvements at West Freehold Road – Jackson Mills Road (County Route 638) and Cedar Swamp Road (County Route 527).

Matrix survey crew established horizontal and vertical control across the project site in the New Jersey State Plan Coordinate System (NAD83) and the North American vertical datum (NAVD 1988). A field traverse across the property was established utilizing the latest in both terrestrial and GPS surveying equipment. Topographic and roadway as-built surveys were performed utilizing aerial photography supplemented along with conventional methods. The right-of-way dedication plans were prepared to indicate land acquisition needed for roadway widening.

The engineering scope included preparation of roadway improvement plans indicating realignment and widening of West Freehold Road, widening of Cedar Swamp Road, and reconstruction of the Jackson Mills Road and Cedar Swamp Road intersection. The project also included the design of the stormwater management system to meet water quality and stormwater quantity reduction requirements per NJDEP requirements. In addition, an Individual Permit under Freshwater Wetland Protection Act and Flood Hazard Area Control Act was obtained for proposed disturbance to wetlands/transition areas and vegetation disturbance within riparian buffer.

CLIENT

County of Ocean
129 Hooper Avenue
Toms River, NJ 08753

CONTACT

John N. Ernst
County Engineer
732-929-2130

SERVICES PROVIDED

- Surveying
 - County Road Improvement Design Plan
 - Stormwater Management Design
 - Wetlands Permitting
 - Flood Hazard Permitting
 - Buffer Zone Permitting
-

COST

\$2,500,000

DURATION

2013 - Ongoing

KEY PERSONNEL

Sean Savage, PE, LEED AP
Nitin Nagrani, PE
Robert Fiorile
Donna McCormack

Municipal Waterfront Public Access Plan Bayonne, New Jersey

PURPOSE OF CONTRACT

Matrix New World Engineering (Matrix) was retained by the City of Bayonne to prepare a plan to ensure residents long-term access to the waterfront. Industrial development occupied most of the City's waterfront throughout the 20th Century; however, recent redevelopment in the City has created new opportunities for public access. The intent of the study is to provide a blueprint for development of future waterfront spaces that have a consistent and contiguous character, while taking advantage of the varying settings of the City environment. Analysis included property holdings, regulatory considerations, project costs, grant opportunities, and consistency with the City Master Plan.

CLIENT

City of Bayonne
630 Avenue C
Bayonne, NJ 07002

CONTACT

Hon. Mayor James Davis
Mayors.office@baynj.org
201.858.6034

SERVICES PROVIDED

- Resiliency Planning
- Recreation & Open Space Planning
- Environmental Planning
- Community Outreach
- Geographic Information
- Systems (GIS) Analysis & Mapping

COST

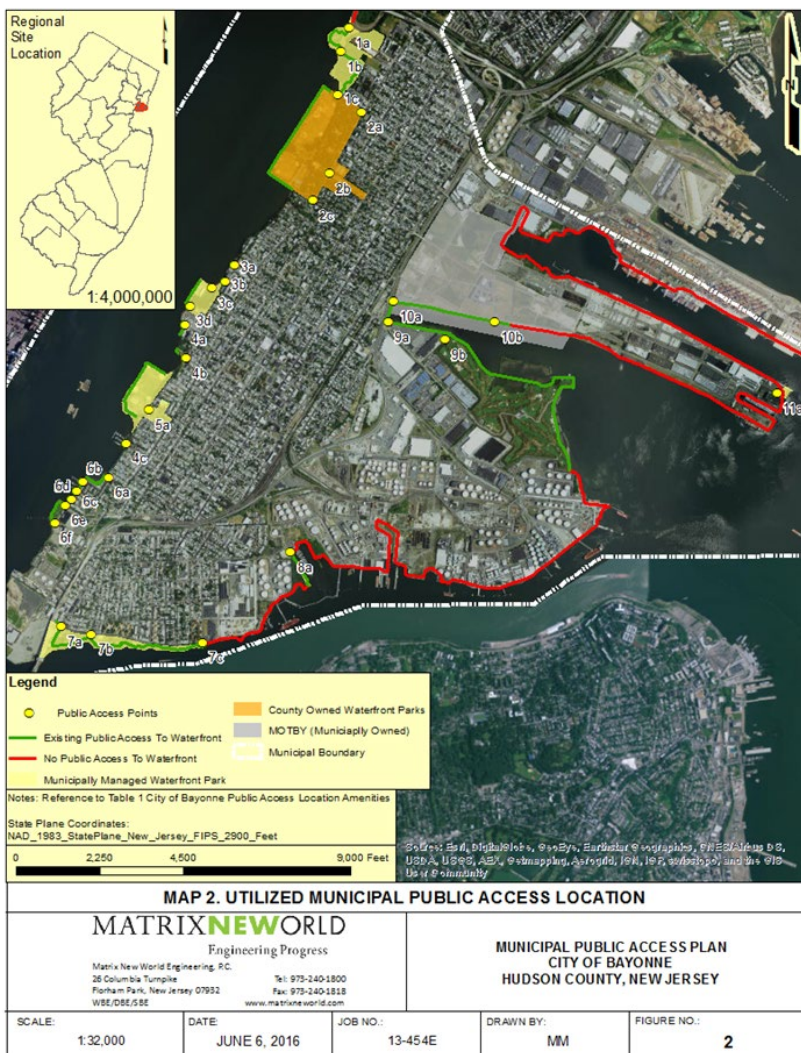
\$60,000

DURATION

2016 - Present

KEY PERSONNEL

William Reimer, LLA, RLA
Maciej Maslonka, AICP
Donna McCormack
Robert Fiorile
Emanuel Bras



Raise Shorelines Citywide Priority Implementation Projects New York City, New York

PURPOSE OF CONTRACT

The New York City Economic Development Corporation (NYCEDC) on behalf of the Mayor's Office of Recovery and Resiliency (ORR) is managing the Raise Shorelines Citywide Project to address vulnerability of NYC shorelines due to sea level rise. Funded through community development block grant funds for disaster recovery (CDBG-DR), the Raise Shorelines Citywide Study evaluated 600+ miles of NYC shorelines to pinpoint and prioritize locations in need of heightened coastal edges and/or reinforced shorelines. The program was developed to ensure that vulnerable coastal neighborhoods and infrastructure are prepared to withstand the impacts of climate change, specifically sea level rise impacts. As part of the study, priority sites were identified to address resiliency and readiness for long-term sea level rise through the implementation of strategic localized projects.

NYCEDC is initially undertaking efforts at five priority sites located throughout the City: Mott Basin (Queens), Old Howard Beach (Queens), Travis Avenue (Staten Island), Edgemere (Queens), and East River Esplanade (Manhattan). In addition to providing sea level rise protection for socially vulnerable populations and their properties, the Raise Shorelines Citywide implementation Projects enhance community resiliency through the construction of walls, bulkheads, berms, and the raising and fortifying of existing infrastructure.

Matrix New World Engineering (Matrix) provides regulatory, ecological, and surveying services for the priority implementation projects. Specific tasks include natural resource, topographic, property, utility, and bathymetric surveys; drainage analysis; and preparation of environmental review documents in accordance with City Environmental Quality Review (CEQR) law and regulations.



CLIENT

NYCEDC
Prime Contractor:
Stantec Consulting
Services, Inc.
61 Commercial Street,
Suite 100
Rochester, NY 14614

CONTACT

Brigid Keating
NYCEDC – Project Director
888-692-0100

Greg Sprich
Stantec
212-366-5600
gsprich@stantec.com

SERVICES PROVIDED

- Natural Resource Survey
- Topographic Survey
- Property Survey
- Utility Survey
- Vault Survey
- Bathymetric Survey
- Drainage Analysis

COST

\$419,150

DURATION

2017 - Ongoing

KEY PERSONNEL

Stephen Moncrief, Jr., PLS
Robert Fiorile
Donna McCormack
Brian Hobbs
Rejina Sharma

Welton Street Park New Brunswick, New Jersey

PURPOSE OF CONTRACT

Matrix New World Engineering (Matrix) was responsible for the design and development of Welton Street Park in New Brunswick, New Jersey. Once construction of the park is complete, it will act as a recreational destination for many residents of New Brunswick. The design incorporates transitional ADA accessible terraced spaces with seating and space for community gathering, two sensory-based play areas, and a rain garden. One of the two play areas provides musical instrument-inspired playground equipment that can enhance the social and emotional benefits of sensory stimulation. The design also includes the use of crosswalk bump-outs that extend into the street to provide traffic calming for a safer pedestrian experience. In conjunction with the rain garden, a portion of the park space is paved with pervious concrete to further reduce impact to the City's stormwater system.

Community outreach was a vital component in the design and development of this park. The community meetings include the distribution of questionnaires which helped Matrix gather information on the needs of the nearby residents and the desired components and features to incorporate in the design. Matrix's collaboration with the community has had a great impact on the successful design of the new Welton Street Park.

CLIENT

City of New Brunswick
Corner of Welton & Drift Street
New Brunswick, NJ 08903

CONTACT

Tom Valenti
Director of Engineering and
Public Works
732-745-5056

SERVICES PROVIDED

- Landscape Architecture
- Site/Civil Engineering
- Construction Administration

COST

\$900,000

DURATION

2017 - 2019

KEY PERSONNEL

William Reimer, LLA, RLA



SECTION 4 – COST PROPOSAL

COST PROPOSAL**2025 MUNICIPAL RATES**

TITLE	RATE
Principal	\$200
Senior Technical Director	\$195
Senior Project Manager	\$190
Technical Director	\$185
Senior Technical Manager	\$180
Project Manager	\$175
Senior Project Professional	\$170
Project Professional	\$165
Senior Project Specialist	\$160
Project Specialist	\$155
Senior Technical Professional	\$150
Senior Technical Specialist	\$140
Technical Specialist	\$130
Senior Data/Field Specialist	\$120
Data/Field Specialist	\$115
Senior Technical Assistant	\$110
Technical Assistant	\$100
Junior Technical Assistant	\$95
Junior Data/Field Technician	\$85

SECTION 5 – COMPLIANCE DOCUMENTS

REQUIRED FORMS (W/ EMPLOYEE INFO REPORT)

NJ BUSINESS REGISTRATION

TOWNSHIP OF WEST ORANGE

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:

Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or

A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or

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:

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

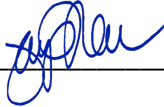
Yes _____ (If yes, submit a copy of such approval.) No X _____.

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:NAME: Matrix New World Engineering, Land Surveying and Landscape Architecture P.C.

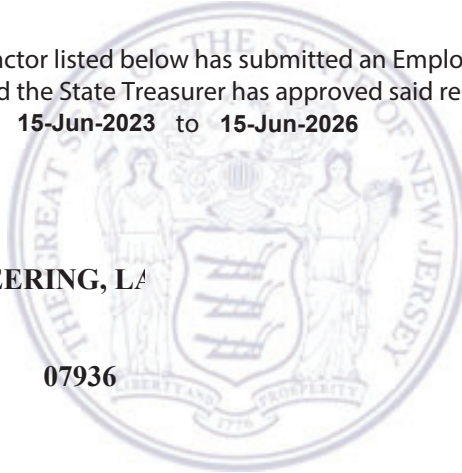
SIGNATURE & TITLE: 

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 the time frame stipulated.

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-Jun-2023** to **15-Jun-2026**

MATRIX NEW WORLD ENGINEERING, L.A.
26 COLUMBIA TURNPIKE
FLORHAM PARK NJ 07936



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

AFFIDAVIT OF NON-COLLUSION

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

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.

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.

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.

(Signature) _____

Lauren Schultz

Subscribed and sworn to

Before me this day November 27 of 20 24

AFFIANT _____

[Signature]



NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 5/2/2029

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with the Municipal Clerk's Office upon award of contract by the Mayor and Township Council.

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

PROFESSIONAL LIABILITY INSURANCE

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

Acknowledgement of Insurance Requirement:

Matrix New World Engineering, Land Surveying and
Landscape Architecture P.C.



(Signature)

11/27/2024

(Date)

Jayne Warne, PE - President

(Printed Name and Title)

This form must be completed, signed and returned with RFQ.

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:	Matrix New World Engineering, Land Surveying and Landscape Architecture P.C.		
Address:	26 Columbia Turnpike, 2nd Floor		
City:	Florham Park	State:	NJ Zip: 07932

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.



Jayne Warne, PE - President

Signature Printed Name 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.

Contributor Name	Recipient Name	Date	Dollar Amount
N/A			\$

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: Matrix New World Engineering, Land Surveying and Landscape Architecture P.C.

Organization Address: 26 Columbia Turnpike, 2nd Floor, Florham Park, NJ 07932

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
Jayne Warne, PE	21 Bloomfield Way, West Orange, NJ 0752
Demetrios Stamatis	218 Ludlow Avenue, Spring Lake, NJ 07762
Neal Weitman, PE	7633 Thornlee Drive, Lake Worth, FL 33467

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.**

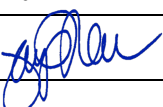
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

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):	Jayne Warne, PE	Title:	President
Signature:		Date:	11/27/2024

ACKNOWLEDGEMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

I, Jayne Warne, PE - President of the firm
Matrix New World Engineering, Land Surveying
and Landscape Architecture P.C. hereby acknowledge that any
corrections, additions and/or, deletions have been initialed and
dated in this Submission Package.

(Signature) _____



(Date) 11/27/2024

Part 2: Additional Information

Disclosure of Investment Activities in Iran

Person or Entity

Matrix New World Engineering, Land Surveying and
Landscape Architecture P.C.

Part 1: Certification

COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.



I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there 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** 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 **Reference to Township of West Orange** to notify the **Reference to Township of West Orange** 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** and that the **Reference to Township of West Orange** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)	Jayne Warne, PE	Title	President
Signature		Date	11/27/2024



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☒ A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative

Jayne Warne, PE - President

Print Name and Title of Vendor's Authorized Representative

Matrix New World Engineering

Vendor's Name

26 Columbia Turnpike, 2nd Floor

Vendor's Address (Street Address)

Florham Park, NJ 07932

Vendor's Address (City/State/Zip Code)

11/27/2024

Date

22-3057511

Vendor's FEIN

973-240-1800

Vendor's Phone Number

973-240-1818

Vendor's Fax Number

jwarne@mnwe.com

Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

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

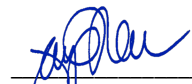
The contractor and the Township of West Orange, (hereafter "TOWNSHIP") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, 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

05/04/16

Taxpayer Identification# 223-057-511/000

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:

MATRIX NEW WORLD ENGINEERING, LAND SURVEY

TRADE NAME:

MATRIX NEW WORLD ENGINEERING

ADDRESS:

26 COLUMBIA TURNPIKE, 2ND FLOOR
FLORHAM PARK NJ 07932

SEQUENCE NUMBER:

0078704

EFFECTIVE DATE:

03/18/91

ISSUANCE DATE:

05/04/16



Director
New Jersey Division of Revenue

FORM-BRC

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

TOWNSHIP OF WEST ORANGE

CHECKLIST

PROFESSIONAL SERVICE TITLE: Municipal Engineering

SUBMISSION DATE: **December 03, 2024 at 1:00PM.**

The following items are required to be **included** with the sealed submission:

- Qualification Statement
- Non-Collusion Affidavit
- Statement of Ownership Disclosure
- Insurance Requirement Acknowledgement Form
- Mandatory Equal Employment Opportunity Notice Acknowledgement
- Copy of your Business Registration Certificate as issued by the
State of New Jersey, Department of Treasury, Division of Revenue
- Acknowledgement of Corrections, Additions or Deletions Form
- Non- Conflict of Interest Declaration
- Political Disclosure Certification
- Iranian Disclosure Statement
- Russia-Belarus Certification
- Americans with Disabilities Act of 1990

Reminder: Please submit one (1) original and one (1) additional copy must be on a USB stick/flash drive/external hard drive. If a company has multiple services, a separate Qualification packet for each service should be submitted.

EXHIBIT B

COST PROPOSAL

2025 MUNICIPAL RATES

TITLE	RATE
Principal	\$200
Senior Technical Director	\$195
Senior Project Manager	\$190
Technical Director	\$185
Senior Technical Manager	\$180
Project Manager	\$175
Senior Project Professional	\$170
Project Professional	\$165
Senior Project Specialist	\$160
Project Specialist	\$155
Senior Technical Professional	\$150
Senior Technical Specialist	\$140
Technical Specialist	\$130
Senior Data/Field Specialist	\$120
Data/Field Specialist	\$115
Senior Technical Assistant	\$110
Technical Assistant	\$100
Junior Technical Assistant	\$95
Junior Data/Field Technician	\$85

RESOLUTION

WHEREAS, CONSULTING AND MUNICIPAL ENGINEERS, LLC (“CME”) responded to the Township’s Request for Qualifications pursuant to a fair and open process for the award of a professional services agreement for Municipal Engineering Services (the “Contract”), through **December 31, 2025;** and

WHEREAS, CME has agreed to provide Municipal Engineering Services for the remainder of the calendar year 2025 not to exceed \$350,000, pursuant to the requirements, terms and conditions set forth in the professional services agreement annexed hereto as Attachment “A;” and

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain CME to provide Engineering Consulting Services for the Township on the terms and conditions set forth therein; and it is further

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

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

Joe Krakoviak
Council President

Adopted: August 12, 2025

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

JOHN C. DITINYAK, CFO

AGREEMENT FOR MUNICIPAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, dated as of the ____ day of **August, 2025** between the Township of West Orange, a Municipal Corporation, in the County of Essex, and the State of New Jersey (hereinafter referred to as the “Township”), having its principal offices at 66 Main Street, West Orange, New Jersey; and **CONSULTING AND MUNICIPAL ENGINEERS, LLC**, (hereinafter referred to as the “Contractor”), having its principal offices at 379 US Route 1 South- Suite 100 Monmouth Junction, New Jersey 08852.

WHEREAS, on or about November 13, 2024 the Township issued Request for Qualifications for Professional Services, (the “RFQ”) seeking to award a Professional Services Agreement for Environmental Consulting Services; and

WHEREAS, on December 3, 2024, the Contractor submitted a proposal in response to the RFQ, annexed hereto as Exhibit “**A**,” seeking award of the Contract for Engineering Consulting Services (the “Contract”) for the scheduled hourly rates that are annexed hereto as Exhibit “**B**” not to exceed \$350,000.

WITNESSETH

1. The Contractor hereby covenants and agrees to furnish and deliver to the Township, Engineering Consulting Services consistent with the scope of services as set forth in the RFQ and the Contractor’s Proposal submitted on December 3, 2024 (the “Proposal”) for the scheduled hourly rates set forth in the Proposal.

2. In the event of any conflicts between the terms and conditions set forth in the RFQ and the Proposal, the terms and conditions set forth in the RFQ shall govern.

3. The Contractor acknowledges that it has read N.J.S.A. 10:2-1, et. seq. (Discrimination in Employment on Public Works; contract Provision), the terms of which are incorporated herein as if expressly set forth at length, and the contractor agrees to comply with and be bound by the terms thereof.

4. Neither this Agreement nor the monies to become due hereunder are assignable.

5. The term of this Agreement for services is January 1, 2025 through December 31, 2025. Either party may seek to terminate this Agreement with 30-days written notice.

6. The acceptance of payment by the Contractor shall constitute a release of any claims or liabilities of any nature whatsoever, if any, owing to the Contractor from the Township, its agents, servants and employees.

7. Contractor agrees to indemnify and hold harmless the Township, its agents, servants and employees from and against any and all losses, damage, liabilities, and expenses which may arise or be claimed against the Township, its agents, servants and employees, consequent upon or arising out of or in connection with the within Agreement.

8. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey, without regard to its conflict of law principles. Any claim shall be brought in the Superior Court of New Jersey, Essex Vicinage. Each of the Parties hereby irrevocably consents to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof to it by regular mail. Each of the Parties hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any such claim, suit, proceeding, or action in such respective jurisdictions

9. This agreement is effective as of Township's adoption of an authorizing resolution by the Township's governing body.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers, and caused these corporate seals to be affixed hereto.

ATTEST:

CONSULTING AND MUNICIPAL ENGINEERS,
LLC

Name:

Name:

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN J. CARNEVALE, R.M.C
TOWNSHIP CLERK

BY: _____
MAYOR SUSAN McCARTNEY

EXHIBIT A



**Consulting & Municipal
ENGINEERS**

December 3, 2024

Ms. Panayiota Reynolds
Purchasing Agent, RPPS, QPA
Township of West Orange
66 Main Street
West Orange, NJ 07052

Re: Request for Qualifications – 2025 Municipal Engineering Services

Dear Ms. Reynolds,

Thank you for the opportunity to submit our qualifications for 2025 Municipal Engineering Services for the Township of West Orange. CME Associates, with 41 years of experience, is committed to providing personalized, efficient, and cost-effective services. We are confident in our ability to meet the Township's municipal engineering needs.

Our submission includes firm qualifications, key personnel resumes, a government client list, project awards, required forms, and our rate schedule. Our expertise spans municipal engineering, traffic, geotechnical, water/wastewater, planning, environmental services, GIS, and construction administration. We are well-versed in Municipal Land Use Law and regulations from NJDEP, NJDOT, and the Pinelands Commission.

With seven (7) New Jersey offices, our proximity ensures responsive service and meeting attendance. If selected, I, Trevor J. Taylor, PE, PP, CME, CFM, (ttaylor@cmeusa1.com, T. 732-462-7400) a Senior Vice President with the firm, will serve as principal in charge of the account, supported by CME's multidisciplinary team.

Thank you for your consideration. Please contact us with any questions.

Very truly yours,
CME ASSOCIATES

Trevor J. Taylor, PE, PP, CME, CFM
Senior Vice President

CONSULTING AND MUNICIPAL ENGINEERS LLC
NJ CERTIFICATE OF AUTHORIZATION NO. 24GA28359000
Barnegat • Berlin • Camden • Howell • Medford • Monmouth Junction • Parlin

QUALIFICATIONS

PROFESSIONAL ENGINEERING SERVICES

ENGINEERS • SURVEYORS • PLANNERS • LANDSCAPE ARCHITECTURE •
ENVIRONMENTAL SCIENTISTS



Consulting & Municipal
ENGINEERS

Barnegat • Berlin • Camden • Howell • Medford • Monmouth Junction • Parlin

WWW.CMEUSA1.COM

CONTENTS

Section 1: General Information

History/Firm Profile/Services

Section 2: Experience of the Firm

- Municipal Services
- County Consulting Services
- Alternative Energy
- Construction Phase Services
- Environmental
- Geographic Information Systems
- Geotechnical
- Hydraulics and Storm Drainage
- Land Surveying
- Landscape Architecture and Forestry
- MEP Services
- Parks and Recreation
- Planning/Affordable Housing Administrative Services / Land Use Permitting
- Redevelopment
- Site Development/Civil Engineering
- Structural
- Transportation/Traffic
- Wastewater
- Water Resources

Section 3: Resumes of Key Staff

Section 4: Government Clients/References

Section 5: Awards

Section 6: Forms

Section 7: Cost Proposal

GENERAL INFORMATION & EXPERIENCE OF THE FIRM



40+
YEARS IN
BUSINESS

400+
EMPLOYEES

History

Founded in 1983, CME Associates is one of New Jersey's leading professional services firms.

Our integrated services combine planning, advanced civil, geotechnical & structural engineering, surveying, permitting, and landscape architecture, into one unique practice. From an initial concept through development and construction, CME delivers public projects solutions to a broad range of government clients.

Professional excellence is the cornerstone of our success. We recognize the importance of technical expertise and focus on innovative ways to deliver cost-effective and technically-sound services in a timely manner. Our team of over 400 professionals and staff are committed to exceeding expectations.

Throughout our history, we have established relationships and lines of communication with municipal, state and federal regulators that enable us to become a value-added partner to our clients.

Leadership

President/Chief Executive Officer

Anand (Andy) Paluri, PE, PTOE

Executive Advisor

David J. Samuel, PE, PP, CME

Executive Vice Presidents

Robert L. Churchill, PE, PP, CME

Jay B. Cornell, PE, PP, CME

Michael J. McClelland, PE, PP, CME

John J. Stefani, PE, PLS, PP, CME

Gregory R. Valesi, PE, PP, CME, CFM, CPWM

Senior Vice Presidents

Keith Chiaravallo, PE, CME

James J. Mellett, PE, CFM

Robert Russo, PE, PP, CME

Trevor J. Taylor, PE, PP, CME, CFM

Behram Turan, PE, LSRP

Office Locations

7

OFFICES ACROSS NEW JERSEY

Headquarters

3141 Bordentown Ave.
Parlin, NJ 08859
P: 732.727.8000



Professional Services

- Municipal Services
- County Consulting Services
- Alternative Energy
- Construction Phase Services
- Environmental
- Geographic Information System Services
- Geotechnical
- Stormwater Management
- Landscape Architecture and Forestry Services
- Land Surveying
- MEP Services
- Parks and Recreation
- Planning/Affordable Housing Administrative Services
/ Land Use Permitting
- Redevelopment Services
- Site Development/Civil Engineering
- Structural
- Transportation/Traffic
- Wastewater
- Water Resources

MUNICIPAL SERVICES



From initial concept through final construction, CME Associates provides analysis, plans, surveys, design, permitting, and construction phase services for Municipalities for a wide range of professional services related to the following types of projects:



- Environmental
- Transportation
- Potable Water
- Wastewater
- Hydraulic & Storm Drainage
- Parks & Recreation
- Redevelopment
- Alternative Energy
- Geotechnical Engineering
- Planning & Site Development
- Geographic Information Systems
- Structural Engineering
- Construction Phase Services
- Land Surveying and Tax Map Maintenance
- Landscaping & Forestry Services
- Planning & Zoning Board Project Review
- Development Project Site Observation

COUNTY CONSULTING SERVICES

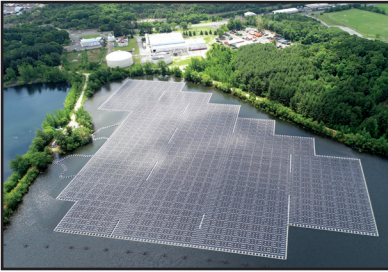


CME Associates has extensive experience in the feasibility, design, and construction of a wide array of various projects for County government including, but not limited to, the following types of projects:

Parks and Recreation Facilities Design
Synthetic Turf Fields
Recreation Facilities and Inclusive Playgrounds
Solid Waste Management
Recycling
Energy Management Including Solar Facilities
Open Space Planning & Evaluation for Acquisition
Golf Course Management
Environmental Studies
Hydrologic & Hydraulic Stream Studies
Storm Sewer System Design
Hydraulic Bridge & Culvert Design
Federal, State, & Local Permitting
Capital Projects Construction Management
Transportation Projects



ALTERNATIVE ENERGY



CME Associates has been involved with a variety of Alternative Energy projects including: ground and roof-mounted solar photovoltaic installations; onshore wind turbine installations; and utilization of landfill or sludge digestion gas-to-energy projects. Our multi-disciplinary team approach to alternative energy projects includes project management, environmental and civil engineering, geotechnical engineering, structural engineering, electrical and mechanical engineering, and surveying services.

Permits

Wetlands Delineation & Permits (Army Corps of Engineers and State)

Land Use Permits

Compliance with Local Ordinances

Site Remediation Permits

Landfill Disruption Permits

Air Permits



Grants Preparation and Writing Assistance

Project-specific Evaluation of Federal, State, & Local Grant Eligibility

Application Preparations

Post-grant Administrative Assistance

Consulting Services

Evaluation & Design of Landfill & Sludge Digestion Gas-to-Energy Projects

Design & Bid Preparation

Implementation of Energy Projects

Energy Audits



Geotechnical Engineering

Design, Installation & Testing of Deep Foundations for Land-based Wind Turbines

Research on Alternate Foundation Types

Design of Helical Pull-down Micropiles

Geotechnical Analysis

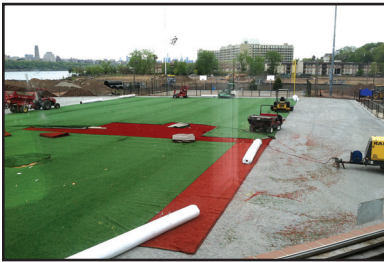
Installation Monitoring of Pile Foundation Systems



CONSTRUCTION PHASE SERVICES



CME Associates has extensive experience in providing construction related services for a wide array of capital projects for Municipalities, Authorities, Counties, and the State of New Jersey. The Construction Phase Services Department of CME Associates provides contract coordination, field observation and quality control testing during the construction phase of our projects. The following highlights the services provided:



- Earthwork
- Grading
- Storm Sewers
- Sanitary Sewers
- Force Mains
- Jack & Bore Operations
- Sanitary Sewer Cleaning & Lining
- I & I Studies
- Pumping Stations
- Wastewater Treatment Facilities
- Water Distribution Systems
- Water Main Cleaning & Lining
- Water Treatment Facilities
- Water Storage Tanks
- Roadway Resurfacing
- Roadway Reconstruction
- Soil Analysis
- Retaining Walls
- Concrete Reinforcement
- Traffic Signalization
- Parks & Recreational Facilities
- Landscaping
- Roadway Evaluations
- Construction Estimating
- Plan Preparation
- Construction Surveying
- Pedestrian Bridges
- Bridge Inspections
- Overhead Sign Support Inspection
- Directional Drill Pipe Installations

ENVIRONMENTAL

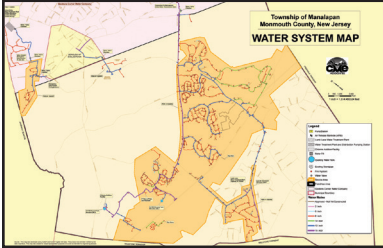


CME Associates provides a complete range of Environmental Engineering services and has represented both the public and private sectors on a wide range of projects. Environmental consulting services provided include:

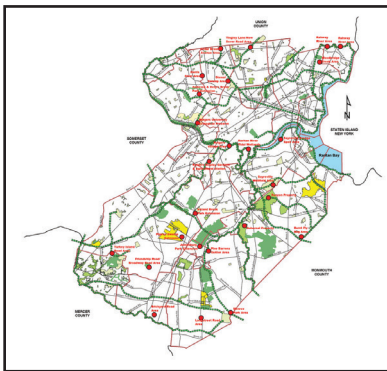
Phase I preliminary assessments; site investigations; remedial Investigations; remedial actions; brownfield redevelopment; soil and groundwater investigation; regulatory compliance and environmental permit procurement; on-site monitoring of remediation activities; compliance with the Underground Storage Tank regulations; surface and groundwater management; and solid and hazardous waste management including landfill closure and redevelopment projects.

Environmental Site Assessment
Site Characterization & Remediation
ISRA Compliance
Underground Storage Tank (UST) Program
NJDEP Cleanup Star Program
Brownfields Redevelopment Program
Solid Waste Management
Land Use Management & Regulatory Compliance
Licensed Site Remediation Professionals

GEOGRAPHIC INFORMATION SYSTEMS

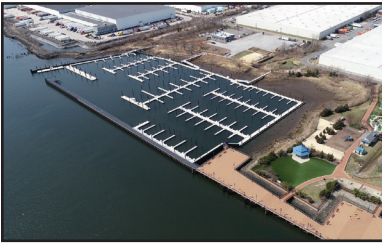


Professional Planning services at CME are complimented with expert knowledge and utilization of Geographic Information Systems (GIS) as an integrated component of the planning process. Our Planning Division is responsible for all GIS data creation, analysis, and incorporation into a wide array of reports, plans, maps, and database systems. GIS services provided include:



- Parcel Map Preparation
- Environmental Constraints Analysis
- Aerial Photography
- Land Use Mapping
- Utility Mapping
- Open Space & Farmland Preservation Maps
- Municipal Tax Maps & Parcel Based Maps
- Zoning Maps
- Geographic Positioning System (GPS)
- Data Acquisition and Analysis
- Drug-Free Zone Mapping
- Circulation & Transportation Planning
- Street Maps
- Full Color Master Plans
- GIS Training for Municipal Clients

GEOTECHNICAL



The Geotechnical Services Division at CME Associates is primarily involved in foundation engineering, subsurface explorations, geotechnical evaluations, soil/rock mechanics, and the preparation of reports providing recommendations for foundation design and guidelines for earthwork. Our geotechnical capabilities include:

Geotechnical Engineering Consultation

Environmental and Hydrogeologic Consultation

Environmental Site Assessments & Audits

Ground Water Contamination Studies

Hydrogeologic Studies

Environmental Cleanup Projects

Computer Groundwater Modeling

On-site Wastewater Treatment & Disposal Systems



Underground Storage Tank Management

Closure Plan Development

Management of Existing & New Tank Installations

Soil & Ground Water Investigations & Remediation

Discharge Investigation Corrective Action Report (DICAR)



Subsurface Explorations

Geophysical Instruments

Ground Water Wells & Piezometer Installations



Field and Laboratory Testing

Geotechnical Field Testing

Geotechnical Laboratory Testing

Soil and Groundwater Sampling

Soil and Groundwater Testing



Field Monitoring Services

Health and Safety Program

HYDRAULICS AND STORM DRAINAGE



At CME Associates we recognize the need for stormwater management that is attentive to the aesthetics of the community and that addresses both the preservation of public space and of private property. Our designs range from local drainage improvements to large-scale flood control projects, including:

Highway, Roadway, Park & Site Drainage and
Stormwater Management Design

Hydraulic Bridge & Culvert Design

Storm Sewer System Design

Detention & Infiltration Basin Design

Water Quality Systems Design

Flood Control Design

Flood Control Grant Applications & Administration

Hydrologic & Hydraulic Stream Studies

Hydrologic & Hydraulic Dam Studies & Design

Athletic Field Underdrain Systems Design

Pedestrian & Bikeway Bridge Design

Stream Cleaning & Restoration Design

Shoreline Protection Design

Lake & Pond Design, Dredging and Restoration

Municipal Stormwater Regulations Program Compliance

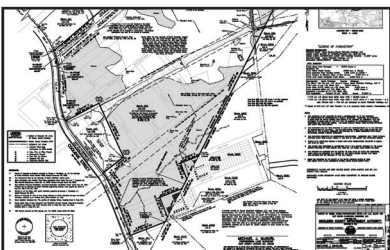
Municipal Planning & Zoning Board Project Reviews



LAND SURVEYING



The Land Surveying Department at CME Associates provides surveying support to the various other departments within CME and to our public/private clients. CME provides a wide array of surveying services to State, County and local Municipal clients, as well as clients within the Environmental and Construction industries. CME Associates applies modern technology and instrumentation to meet the scheduling, budgeting, and accuracy needs of our clients. Land Surveying services include:



- Topographic Mapping
- Establishing Horizontal & Vertical Controls
- Utility Surveys
- As-Built Surveys
- Construction Stake Out
- Boundary Surveys
- Title Surveys
- Engineering Surveys
- Green Acres Surveys
- Farmland Preservation Surveys
- Hydrographic Surveying
- Riparian Surveys
- ROW Surveys
- Route Surveys
- Monitoring Well Surveys
- Surveys of Contaminated Waste Sites
- OSHA Certified – Hazwoper
- GPS Surveys
- GPS/GIS Data Collection
- Tax Map Maintenance
- Tax Map Creation
- Descriptions of Real Property, Voting Districts, Easements, Fee Acquisitions
- Geodetic Surveying
- Hazardous Waste Surveys
- Control Surveys

LANDSCAPE ARCHITECTURE AND FORESTRY



The Landscape Architecture and Forestry Department at CME Associates provides environmental design, site plan development and municipal forestry consulting services for various land development and municipal clients. Wetland mitigation, existing tree preservation, planting design, and park / recreational development projects all benefit from the expertise of Licensed Landscape Architect and Certified Tree Experts. Additional services provided include:



LANDSCAPE ARCHITECTURE

Conceptual Layout & Design of:
Commercial, Residential and Industrial Site Plans
Subdivisions
Recreation & Park Facilities
Overall Landscape Designs
Storm Water Management Planting Design
Wetland Mitigation / Remediation
Detailed Planting Plans
Area & Accent Lighting
Presentation Plans / Color Rendering



FORESTRY

Land Use Board Responsibilities
Tree Removal Review and Permitting
Community Forestry Management Plans
Hazard Tree Surveys and Tree Inventories
Municipal Shade Tree Commission Consulting
Landscape Inspections for Tree Preservation
Landscape Inspections for Bond Release
Grants and Tree City USA
Municipal Arbor Day Activities
Ordinance Preparation for Tree Protection and Removal



PARKS AND RECREATION



CME Associates has significant experience in the design and construction of a wide array of parks and recreational facilities, and has received numerous awards in recognition thereof. The Parks and Recreation Group performs feasibility studies, conceptual planning, and preliminary and final designs; prepares drawings, bid documents, and permit applications; and also performs construction administration and field observation services. The following list highlights the types of projects carried out by the Parks and Recreation Group:

- Park and Recreation Facilities Design
- Recreation Master Plans
- Athletic Field Rehabilitation
- Synthetic Turf Fields
- Recreation Facilities and Inclusive Playgrounds
- Pedestrian Walkways / Bikepaths
- Athletic Field Lighting
- Track & Field Facilities Design
- Recreation Feasibility Studies
- ADA Facilities Design
- Waterfront Park Design
- Skating Rinks
- Municipal Park Rehabilitation
- Site Planning
- Irrigation Systems
- Skate Parks
- Trails

PLANNING/AFFORDABLE HOUSING ADMINISTRATIVE SERVICES/LAND USE PERMITTING



Professional Planning services provided by CME Associates range from redevelopment planning, affordable housing consulting, and master planning to Planning and Zoning Board consultation. These efforts include comprehensive report writing and high-level Geographic Information Systems (GIS) services. CME's personal service sets us apart from our competition. Our professionals specialize in the following planning services:

Comprehensive Planning

Master Plans and Master Plan Re-Examinations
Land Use Plan

Housing Element and Fair Share Plan

Open Space and Recreation Plan

Circulation Plan and Parking Studies

Utility Service Plan

Community Facilities Plan

Conservation Plan

Economic Plan

Historic Preservation Plan

Farmland Preservation Plan

Green Buildings and Sustainability Plan

Public Access Plan

Transit Village Plan

Climate Vulnerability Assessment

Build-Out/Capacity Analysis

Zoning

Land Use Rezoning Studies

Zoning Ordinance and Amendments

Site Plan and Design Standards

Planning and Zoning Board Representation

Redevelopment

Area in Need of Redevelopment and

Rehabilitation Studies

Redevelopment Plans and Rehabilitation Plans

Site Design and Concept Plans

Main Street and Central Business District Plan

Streetscape Design Plan

Housing

Fair Share Plans

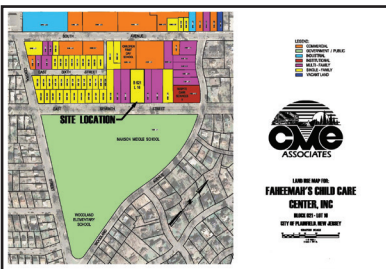
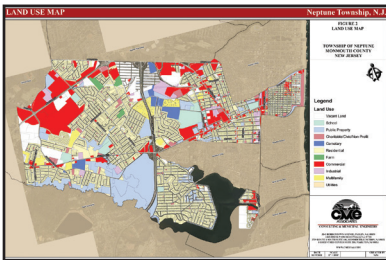
Affordable Housing Administration

Rehabilitation Programs

Grant Writing

Green Acres Grant Submission

USDOT Grant Submission



REDEVELOPMENT



CME Associates has significant redevelopment planning experience and the processes associated therewith. Our professionals are experts in preparing legally defensible studies to determine the needs for redevelopment, and have written numerous redevelopment plans. Our experience and expertise in the redevelopment process includes:



- Site Identification & Development Investigation
- Site Remediation Studies / Oversight
- NJDEP Brownfields Applications & Grant Applications
- Grayfield Redevelopment (Blighted Commercial Areas)
- Infill Redevelopment Planning
- Multi-Modal Transportation & Transit Planning and Engineering



Requests for Qualifications

- Preparation
- Evaluation
- Negotiations
- Redevelopment Agreements
- Funding – Public/Private



Ordinance Development

- Inclusionary Area Determinations
- Engineering Design Constraints
- Environmental Considerations
- Infrastructure Studies
- Off-Tract Improvements
- Permit Requirements



Site/Subdivision Review for Compliance

- Site Parameters
- Utilities
- Environmental Considerations
- Infrastructure
- Solid Waste / Recycling



SITE DEVELOPMENT/ CIVIL ENGINEERING



CME Associates and its staff have over fifty (50) years of experience in providing Site Development Services to private developers / redevelopers, non-profit agencies, and government entities. The firm has represented both the public and private sectors on a wide range of projects from inception to completion of construction. Some of the Professional Site Development Services provided by CME Associates include the following:



Presentation to, or Representation of Planning Boards
& Boards of Adjustment
Technical Reports & Plans
Litigation Support
Lot Yield Analysis
Minor / Major Subdivisions
Preliminary & Final Major Site Plans
County & Municipal Road Widening Plans
Water Distribution Systems
Potable Water Master Plans
Wastewater Master Plans
Sanitary Sewer Collection Systems
Sanitary Sewer Pumping Stations
Individual Subsurface Sewage Disposal Systems
Soil Erosion & Sediment Control Plans
Stormwater Management Plans
NJDEP Permitting
Environmental Impact Statements
Permit Application Packages

STRUCTURAL



The Structural Department of CME Associates provides: structural engineering reviews of site development submittals for the Municipal Engineering Department; provides structural engineering consultation and sub-consulting services on commercial and joint venture projects; and performs bridge, sign support, and masthead lighting design and inspection services. The following list highlights a portion of the services provided:

- Water & Wastewater Treatment Plant Structure Designs
- Foundation Design for Elevated Water Tank Structures
- Feasibility Evaluations
- Building Design
- Building Condition Surveys
- Design of Structural Repair and Rehabilitation Work
- Bridge & Culvert Design
- Design of Waterfront Structures
- Inspection of Bridges, Sign Supports Section & High Mast Lighting Foundations
- Retaining Wall & Earthen Embankment Designs
- Structure Condition Surveys
- Slope Stability Design
- Structural Evaluation & Design
- Design of Building Structures & Site Structures
- Evaluation & Design of Dam Structures

TRANSPORTATION/TRAFFIC



CME Associates has considerable experience with Transportation Planning and Traffic studies. The following list highlights the services provided by CME Associates' Transportation / Traffic Engineering Group:



Roadway / Highway Design
Roadway / Highway Reconstruction/Rehabilitation
Roadway / Highway Mill & Overlay

Micro-Paving

Streetscapes

Pedestrian Crosswalks

Feasibility Studies

Bridge Inspection

Overhead Sign Support Inspection

Roadway Lighting

Traffic Impact Study Reviews

Traffic Volume Data Collection

Signalized and Unsignalized Intersection Capacity Studies

Conceptual Intersection Design

Signalized & Unsignalized Intersection

New Construction Designs

Pedestrian Advance Warning Signal Design

Parking Studies & Analysis

Sight Triangle Analysis

Traffic Impact Study Preparation

Speed Studies

Bridge Design

WASTEWATER



The Wastewater Department at CME Associates provides design and support for a wide array of projects. The group performs preliminary and final process designs; prepares construction drawings, bid documents, and permit applications; and participates in construction administration and field observation. The following list highlights the types of projects carried out by the department:



- Co-generation Facilities
- Wastewater Management Plans
- Federal, State, & Local Permitting
- Hydraulic Capacity Studies
- Development Reviews
- Wastewater Pump Stations
- Sewage Force Mains
- Interceptors & Trunk Sewers
- Wastewater Treatment Facilities
- Sludge Handling Facilities
- Sludge Management Plans
- Capital Projects Facilities Evaluations
- Small Community Systems
- Subsurface Disposal of Effluent
- Infiltration & Inflow Remediation
- Beneficial Reuse of Wastewater
& Residuals
- Public Involvement
- Rate Studies
- Vulnerability Assessments

WATER RESOURCES



CME Associates has extensive experience in water resource management and the planning, design, and construction administration of potable water facilities. We provide feasibility studies and system planning, including master plans performed by advanced computer modeling techniques.



- Water Storage Tanks
- Transmission / Distribution Systems
- Surface Water Intakes
- SCADA & Control Systems
- Water Treatment Plants
- Booster Pump Stations
- Production Wells
- Facility Evaluations
- Vulnerability Assessments
- Emergency Response Plans
- Irrigation Studies
- Water Master Plans & Modeling
- Water Reclamation for Beneficial Reuse
- Source Water Studies
- Hydro-Geological Studies
- GIS Utility Mapping
- Rate Studies



RESUMES OF KEY STAFF



RESUMES OF KEY STAFF

Senior Vice Presidents:

Keith Chiaravallo, PE, CME
Robert Russo, PE, PP, CME
Trevor J. Taylor, PE, PP, CME, CFM
Behram Turan, PE, LSRP

Vice Presidents:

John Hess, PE, PP, CME
Bruce M. Koch, PE, PP, CME
Laura Neumann, PE, PP, CME, CFM
Lou Ploskonka, PE, CME
Douglas M. Rohmeyer, PE, CME, CFM

Directors:

Malvika Apte, PP, AICP
Nelson Hernández, PE, LEED® AP
Michael McGurl, PLS, CFS
Gary Oliva, PE
Donald Stevens, PE
Karen Twisler, LLA, LEED® AP BD+C, CPRP
James Watson, PE, PTOE

Senior Program Managers:

Michael Dziubeck, PE
Jeffrey Gerstacker
Keith Henderson, PE, PP, PLS
Henry Johnsen, PE
Bennett Matlack, PE, CME, CFM
Darren Mazzei, PE, CME
John Meskill, PE, PP, CME
Drew Pavlick, PE, PP, PTOE, CME, CFM
Michael Roberts, PE, CME
Roland Eric Robinson, PE, CME
Mohammed Sidhoum, Ph.D., BCEEM
Edward Traina, PE
Matthew Zwingraf, PE, CME, CFM

KEITH CHIARAVALLLO, PE, CME
SENIOR VICE PRESIDENT
DIRECTOR, WATER/WASTEWATER DIVISION



EDUCATION / CERTIFICATION:

Rutgers University
B.S. Civil Engineering 1993

New Jersey Professional Engineer
License No. 43451

Certified Municipal Engineer:
N.J.M.E.I. Certification 09-11

PROFESSIONAL AFFILIATIONS:

- Water Environment Federation
 - NJ Water Environment Association
 - American Water Works Association
-

GENERAL DESCRIPTION OF EXPERIENCE:

As Director of the Water/Wastewater Division, Mr. Chiaravallo is responsible for managing the Department. The Department completes all Water/Wastewater Projects for the Company which include evaluations, permitting, water and wastewater system design, hydraulic modelling and project management. Mr. Chiaravallo's responsibilities include client management, proposal preparation, project management, project scheduling and project cost estimates. Mr. Chiaravallo has extensive experience with New Jersey Infrastructure Bank Funding and US Department of Agriculture Funding and regularly attends funding program update seminars.

Water and Wastewater Engineering experience includes: Evaluations, preparation of reports, design, specifications, permits, bid documents and construction phase services for projects including upgrades, rehabilitation and expansion of water and wastewater systems. Water system experience includes water supply, storage, pumping facilities, treatment and distribution systems and wastewater system experience includes collection systems, pumping facilities and treatment facilities.

General Engineering experience includes: Review of developer submittals for conformance with Municipal and Authority requirements. Preparation of applications for funding from the New Jersey Infrastructure Bank and United States Department of Agriculture for capital improvement projects. Coordination with regulatory agencies and preparation of various permit applications including air pollution control, treatment works approval, Bureau of Water System Engineering construction permits, physical connection permit for drinking water, lead and copper sampling plans, water allocation permits and other regulatory permits and approvals.

WATER PROJECTS:

Mr. Chiaravallo's experience with water system engineering includes the evaluation of existing facilities, water distribution system and treatment design, annual report preparation, permit application preparation, water supply well design and water system hydraulic modeling. In addition, Mr. Chiaravallo has extensive knowledge of the requirements of the Water Quality Accountability Act (WQAA) and the America's Water Infrastructure Act of 2018 (AWIA).

Water system projects include upgrades of existing water distribution systems, water main cleaning and lining, design of new water distribution systems, water supply well design, booster pump station upgrades, water storage tank design and rehabilitation, raw water pump stations, water treatment plant design for surface water and ground water treatment, water system interconnections, disinfection systems and gas chlorine disinfection systems.

WASTEWATER PROJECTS:

Mr. Chiaravallo's experience with wastewater engineering includes the evaluation of existing facilities; upgrades to existing and design of new wastewater facilities including siphon design and gravity sewer design; sewage pumping station force main evaluations and design; Inflow & Infiltration studies; annual report preparation and permit application preparation.

Sewage pumping station projects include rehabilitation of existing pumping stations, conversion to submersible pumping stations, design of new pumping stations, force main evaluations and pump station evaluations.

Wastewater Treatment Plant projects include treatment plant upgrades, digester rehabilitation, aeration tank upgrades, sludge storage tank conversion, gravit belt thickeners for dewatering sludge, concrete tank rehabilitation, mechanical bar screens, high purity oxygen system upgrades, settling tank mechanism upgrades, chlorination facilities and dechlorination facilities.

ENGINEERING PROJECTS:

Mr. Chiaravallo's additional experience has included the design of underground piping installation using trenchless technologies, emergency generator systems including a system with (3) three 1,250 kW generators and paralleling gear, electrical substation relocation for a 36 MVA substation, SCADA systems, flood mitigation, Green Acres property acquisition and video surveillance systems.

EXPERIENCE:

Engineering Experience: 30 years

ROBERT J. RUSSO, PE, PP, CME
SENIOR VICE PRESIDENT



EDUCATION / CERTIFICATION:

Rutgers University
B.S. Civil Engineering 1989

New Jersey Professional Engineer
License No. 38966

New Jersey Professional Planner
License No. LI 05546

Certified Municipal Engineer
N.J.M.E.I. Certification No. CME 0620

Certified Public Works Manager
NJ Certification No. M-1765

PROFESSIONAL AFFILIATIONS:

- American Society of Civil Engineers
 - NJ Society of Municipal Engineers
-

GENERAL DESCRIPTION OF EXPERIENCE:

Firm contact for municipal and county clients with duties including the following: Responsible for overseeing all general Municipal engineering tasks such as daily contact with Municipal Officials, supervision of engineering and inspection, long range planning and budgeting and addressing resident concerns, attend Council meetings and present reports on engineering-related progress and topics, supervise the preparation of engineering plans and specifications for municipal and county capital improvement projects

Design of various municipal and county improvement projects including roadway constructions, intersection and traffic signal improvements, new and existing parks, municipal buildings, and water and sanitary sewer system improvements including performing initial field observations of sites to prepare preliminary cost estimates, proposals and concept reports, designing of site grading, roadway vertical and horizontal alignments, traffic signals, storm drainage systems, storm water management facilities, sanitary sewer systems, and water system improvements, preparing of final cost estimates, and coordinating, scheduling and filing of permit applications for local, county and state agencies including NJDEP, NJDOT, Soil Conservation Service and local Planning Boards.

Manage and supervise the construction administration phase of projects including bid phase support, organization of preconstruction meetings, preparation of progress pay estimates and change orders, attendance at meetings with municipal and county officials and contractors, supervision of field inspectors, preparation of punchlists and perform final reviews of project upon completion and recommend project closeout.

Planning and Zoning Board Engineering Services including managing and supervising the review of Planning Board and Zoning Board applications on behalf of municipalities, review and report on the design of storm drainage systems, roadways, water systems, sanitary sewer systems, grading and lot layouts for compliance with all municipal standards, attend Planning and Zoning Board meetings and present reports, prepare performance bond estimates and engineering and inspection escrow estimates and overseeing of all phases of construction by observing sites, supervising field inspectors, responding to resident concerns, preparing punchlists, calculating performance bond reductions and releases, and issuing certificates of occupancy.

EXPERIENCE:

Engineering Experience: 35 years

TREVOR J. TAYLOR, PE, PP, CME, CFM
SENIOR VICE PRESIDENT



EDUCATION / CERTIFICATION:

Lehigh University
B.S. Civil Engineering 1998

New Jersey Professional Engineer
License No. 24GE04457800

Certified Municipal Engineer
N.J.M.E.I. Certification No. CME 04-40

New Jersey Professional Planner
License No. 33L100603200

New Jersey Certified Floodplain Manager
Certification No. US-13-06794

- Timing Traffic Signals Using TEAPAC, PASSER, TRANSYT, and CORSIM, University of Wisconsin, January 2001
- HEC-RAS Workshop, Cook College, June 2000
- Review of Development Permits and Approvals, Cook College, February 2000
- Troxler Nuclear Gauge Operator Certified, June 1997
- 40 Hours Health and Safety Training Course for Hazardous Waste Operations and Emergency Response, June 1996

PROFESSIONAL AFFILIATIONS:

- American Society of Civil Engineers

GENERAL DESCRIPTION OF EXPERIENCE:

Responsible for the preparation and coordination of construction plans, specifications and applications to various Municipal, County, State and Federal review and permitting agencies for private and municipal clients.

Design experience includes preparation of minor and major site plans, waterfront development, storm drainage systems, storm water management plans, sanitary sewer extensions, and soil erosion and sediment control plans for various private clients.

Municipal design experience includes the design and preparation of construction plans and specifications for roadways, traffic signals, parks and swimming pools and preparation of State funded grant applications for roadway and park construction.

Experience in the preparation of various permit applications including Stream Encroachment, Statewide General Permits, CAFRA, Pinelands, Delaware and Raritan Canal Commission, and Treatment Works approvals.

Preparation of grant applications for state funded capital improvement projects, including TEA-21 and NJDOT Municipal Aid to Municipalities.

EXPERIENCE:

Engineering Experience: 26 years

BEHRAM TURAN, PE, LSRP
SENIOR VICE PRESIDENT
DIRECTOR OF ENVIRONMENTAL ENGINEERING SERVICES



EDUCATION / CERTIFICATIONS:

Rutgers University, New Brunswick, New Jersey
Ph.D. Candidate, Civil and Environmental Engineering

Colorado State University, Fort Collins, Colorado
M.S., Hydrology and Water Resources Management, 1984

Istanbul Technical University, Istanbul, Turkey
B.S., Civil Engineering, 1980

New Jersey Professional Engineer
License No. 24GE03921000

Delaware Professional Engineer
License No. DE-No. 9606

Certified Subsurface Evaluator in New Jersey

Licensed Site Remediation Professional, NJ
License No. 509399

-
- NJDEP Case Study Training for LSRPs (2013)
 - NJDEP SRRA Implementation: The Final Rule Package (2012)
 - NJDEP's Regulatory Training in Underground Storage Tanks (2002, 2006, 2009, & 2012)
 - NJDEP's Site Remediation Basics (2003 & 2009)
 - 40-hour OSHA Hazardous Waste Site Operations Health and Safety Certification (1992)
 - 8-hour HAZWOPPER refresher (yearly since 1992)
 - 8-hour HAZWOPPER Supervisor/Management (2006)

GENERAL QUALIFICATIONS

Mr. Turan is the Principal and Director of Environmental Services of CME Associates. Mr. Turan has over 25 years of experience in the fields of environmental engineering, including site remediation, brownfields redevelopment, management of dredged materials and beneficial reuse, solid and hazardous waste management, wetlands mitigation, surface water hydrology, hydrogeology, groundwater flow and contaminant mass transport, and water resources planning. Mr. Turan is a Professional Engineer in the state of New Jersey, a Licensed Site Remediation Professional (LSRP), and a Certified Subsurface Evaluator. Mr. Turan has successfully completed a number of challenging site remediation projects leading to No Further Action Letter determinations from the NJDEP. Mr. Turan has issued more than twenty (20) Response Action Outcomes (RAOs), and is currently involved in more than ninety (90) site remediation projects since the initiation of the LSRP Program.

SUMMARY OF EXPERIENCE:

LSRP Program Experience

Old Homestead Facility in Frankford Township in Sussex County
Principal and LSRP in charge for the closure of a regulated 1,000-gallon leaded gasoline underground storage tank and associated remediation at the site. Based on the findings of the post-remedial soil and groundwater sampling, Mr. Turan issued an unrestricted Response Action Outcome (RAO) for the former 1,000-gallon UST.

Princeton Meadows Golf Course in Plainsboro, Middlesex County, New Jersey
Principal and LSRP in charge of remedial activities related to the soil and groundwater contamination associated with the former five (5) USTs removed from the maintenance building area at the golf course.

County of Sussex
Principal and LSRP in charge of remedial activities related to Multi-year LSRP services for five Road Maintenance Garage (RMG) locations within the county.

Regulatory Compliance and Permitting

NJTA Interchange 12 Final Improvements Project
Principal in charge of procuring the environmental permits including NJDEP Freshwater Wetlands General Permit Nos. 12 and 14, an Individual Freshwater Wetlands Permit/Waterfront Development, Water Quality Certification, Transition Area Waiver and Coastal Consistency and Individual Section 10 and 404 Permit from the U.S. Army Corps of Engineers, and preparation of wetlands mitigation proposal, and engineering design of compensatory wetlands mitigation for approximately 10-acre area including the procurement of NJDEP and ACOE permit approvals.

ILR Landfill in Edison, NJ,
Principal in charge of procuring NJDEP permits for the redevelopment of a portion of ILR Landfill in Edison, NJ, including, Waterfront Development Permit, Landfill Closure and Post-Closure Plan, Major Landfill Disruption Permit, and Closure and Post-Closure Financial Plan, and Remedial Action Workplan approval.

EXPERIENCE:

Engineering Experience: 44 years

JOHN J. HESS, PE, PP, CME
VICE PRESIDENT



EDUCATION / CERTIFICATIONS:

New Jersey Institute of Technology
B.S. Civil Engineering 1977

New Jersey Professional Engineer
License No. 31199

New Jersey Professional Planner
License No. 3467

New Jersey DEP
Underground Storage Tank
License No. 0010873

New Jersey Society of Municipal Engineers
Certified Municipal Engineer
N.J.M.E.I. Certification No. CME 604

Engineer and Water/Sewer Utility Engineer for various municipalities. He has also been responsible for the preparation of grant applications to fund various roadway, sanitary sewer and water system projects. He has also been responsible for the preparation of Master Plan Re-Examination Reports, new Master Plans and Affordable Housing/ Fair Share Plans.

Mr. Hess has performed numerous site plan/ subdivision reviews and has been responsible for the management of various capital improvement projects and the coordination /observation of various development projects on behalf of the municipality. Mr. Hess has also provided expert testimony before municipal courts and the Superior Court in Monmouth and Ocean Counties.

EXPERIENCE:

Engineering Experience: 47 years

PROFESSIONAL AFFILIATIONS:

- American Society of Civil Engineers
- National Society of Professional Engineers

GENERAL DESCRIPTION OF EXPERIENCE:

Responsible for the planning, design and project management of various Public Works projects and site development projects in central and southern New Jersey.

Design experience includes preparation of roadway improvement plans, park and recreation plans, site development and subdivision plans, soil erosion and sediment control plans; design and analysis of stormwater collection and management facilities, water distribution systems, sanitary sewer collection systems and sewage pump stations.

MUNICIPAL ENGINEERING SERVICES:

Mr. Hess has been licensed as a professional engineer and professional planner in the State of New Jersey since 1986. During this time, Mr. Hess has provided municipal engineering services for the Town of West New York, the Townships of Barnegat, Howell, Long Beach, Manchester, Neptune, Ocean, South Orange Village and Stafford; the Boroughs of Beachwood, Berlin, Brielle, Lavallette and Tuckerton; and the City of Long Branch.

Mr. Hess has served as the Municipal Engineer, Planning Board Engineer, Land Use Board Engineer, Zoning Board

**BRUCE M. KOCH, PE, PP, CME
VICE PRESIDENT**



EDUCATION / CERTIFICATIONS:

New Jersey Institute of Technology
B.S. Civil Engineering 1987

New Jersey Professional Engineer
License No. 34378

New Jersey Professional Planner
License No. 4372

Certified Municipal Engineer
N.J.M.E.I. Certification No. CME 0199

Pennsylvania Professional Engineer
License # PE-055159E

Certified for Closure and Installation of
Underground Storage Tanks
NJDEP Certification No. 11106

EXPERIENCE:

Engineering Experience: 37 years

PROFESSIONAL AFFILIATIONS:

- New Jersey Society of Municipal Engineers
-

GENERAL DESCRIPTION OF EXPERIENCE:

Roadway design and construction coordination, traffic and transportation services.

Hydraulic, hydrologic, water system and sanitary sewer analysis, design and project supervision; sanitary sewer collection analysis and design; design and analysis of stormwater retention / detention facilities.

MUNICIPAL ENGINEERING EXPERIENCE:

Municipal engineering services including design and construction administration of various municipal capital projects and the preparation of various studies. Planning and zoning board engineering services including expert testimony.

Mr. Koch was appointed as the Municipal Engineer for the Borough of Bradley Beach in July of 2008 and the Borough of Lake Como in 2013. He has also provided Municipal Engineering Services for Highland Park since 1985, for Spotswood since 1986 and for South River since 1990. In addition, he provides Planning and Zoning Board engineering services including site plan and subdivision review for Highland Park since 1985, for Spotswood since 1986 and for South River since 1990.

LAURA J. NEUMANN, PE, PP, CME, CFM
VICE PRESIDENT



EDUCATION / CERTIFICATION:

Rutgers University

B.S. Civil Engineering May 2000

New Jersey Professional Engineer
License No.: 24GE04731300

New Jersey Professional Planner
License No.: 33LI00609000

New Jersey Certified Public Works Manager
Certification No. M-2043

Certified Floodplain Manager
Certificate No: US-24-13204

- Qualified by Monmouth County Superior Court as expert witness in Engineering, Planning, and Municipal Engineering

GENERAL DESCRIPTION OF EXPERIENCE:

Ms. Neumann serves CME Associates with a primary focus on Municipal services, including land use planning, zoning ordinance preparation and amendments, site and subdivision plan reviews, construction administration, as well as municipal construction design and preparation of specifications. General municipal consulting experience includes site plan and subdivision reviews for Planning and Zoning Boards, as well as meeting attendance. In particular, technical engineering reviews of stormwater management, traffic analysis and circulation plans, overall layouts, and municipal ordinance conformity. Construction management experience includes calculating performance guarantee estimates, bond reductions, set-up and conduct preconstruction meetings, respond and handle resident complaints, and coordinate between developers and contractors to ensure proper and on-schedule installation of improvements as specified in the projects approved site of subdivision plan; perform Certificate of Occupancy inspections. Design experience includes capital improvement project plan and specification preparation. Projects generally include road rehabilitation, drainage improvements, and sanitary sewer replacement, water main replacement, streetscapes and recreational park facilities. Ms. Neumann currently serves as the Municipal Engineer for the Township of Marlboro (Monmouth County), the City of Long Branch (Monmouth County) and the City of Pleasantville (Atlantic County). She is the

Planning and Zoning Board Engineer for the Township of Marlboro; Planning Board Engineer for the Township of Howell; Land Use Board Engineer for the Borough of Point Pleasant (Ocean County); Planning Board Planner for the City of Long Branch, and the Planning and Zoning Board Planner for Marlboro Township.

SPECIFIC EXPERIENCE:

CITY OF LONG BRANCH, MONMOUTH COUNTY, NJ

- Improvements to Long Branch Avenue
- Lower Broadway Redevelopment Plan
- Lake Takanassee Dredging
- Senior Center Improvements
- Jackson Woods Park

BOROUGH OF RED BANK, MONMOUTH COUNTY, NJ

- Water, Sewer, and Roadway Improvement to Broad Street.
- White Street Parking Lot Improvements
- East Side Park Improvements

CITY OF PLEASANTVILLE, ATLANTIC COUNTY, NJ

- Improvements to Ansley Boulevard
- Sewer and Roadway Improvements to Decatur Avenue
- Bikepath Lighting Improvements
- Jokers Field – Waterfront Development Park

EXPERIENCE:

Engineering Experience: Over 22 years

**LOU PLOSKONKA, PE, CME
VICE PRESIDENT**



EDUCATION / CERTIFICATIONS:

Middlesex County College
A.A.S. Civil/Construction Engineering Technology 1983

New Jersey Institute of Technology
B.S. Civil Engineering 1985

New Jersey Professional Engineer
License No. 40638

Certified Municipal Engineer
N.J.M.E.I. Certification No. 691

associated site improvements.

Currently, as a Municipal Department Head, Mr. Ploskonka provides engineering services to several Municipalities and Counties. In addition, he provides Planning and Zoning Board engineering services including expert testimony and site plan and subdivision reviews.

EXPERIENCE:

Engineering Experience: 39 years

GENERAL DESCRIPTION OF EXPERIENCE:

Municipal and Governmental engineering including the design and construction administration of various capital transportation projects including; road rehabilitation, road reconstruction, intersection improvements, traffic signalization, lighting improvements, superelevated roadways, at grade railroad crossings, transit facilities, transportation studies and traffic impact analysis.

Design and construction administration associated with water distribution systems, sanitary sewerage systems, and storm drainage system improvements.

Park improvements and athletic facility design and construction administration including facilities for disabled persons.

Cost estimating, long and short range project budgeting, preparation of municipal roadway improvement studies, preparation of State grant and construction permit applications and reimbursement documentation, review of site plan and subdivision applications, and quality control reviews of project plans and specifications prior to bidding.

Attendance of project bid openings and preparation of reports regarding bid results.

Construction management including the assignment and coordination of construction observation staff, owner and contractor coordination, shop drawing reviews and review of contractor payment requests.

Concept designs, alternative studies and engineering proposals for various municipal projects.

Engineering services associated with the preparation and implementation of Redevelopment Plans and

DOUGLAS M. ROHMEYER, PE, CME, CFM
VICE PRESIDENT



EDUCATION / CERTIFICATION:

University of Connecticut
B.S. Civil Engineering 2001

Ocean County College
Civil Engineering Program 1997-1999

New Jersey Professional Engineer
License Number: 24GE04643700

Certified Municipal Engineer
Certification No. 07-44

ASFPM Certified Floodplain Manager
Certification No. US-13-06809

PROFESSIONAL AFFILIATIONS:

- American Society of Civil Engineers
 - New Jersey Associated for Floodplain Management
 - Association of State Floodplain Managers
-

GENERAL DESCRIPTION OF EXPERIENCE:

Mr. Rohmeyer serves CME Associates clients primarily in management and design of capital improvement projects as well as professional engineering representation for various municipal land use boards throughout the State of New Jersey. Mr. Rohmeyer has extensive experience in preparation of design plans and specifications of roadways, streetscaping, intersections, recreational park facilities including sports fields and playgrounds, stormwater management facilities, sanitary sewer and water systems, marina and waterfront structures, handicap ramps along with all associated infrastructure.

In addition, Mr. Rohmeyer provides general engineering consulting services such as construction management, construction cost estimating, grant writing and implementation, obtaining permitting, preparation of zoning ordinances and value engineering. Mr. Rohmeyer serves various private development clients with the preparation of site plans and subdivisions enabling projects to progress from concepts through construction.

Mr. Rohmeyer currently represents various Municipal Land Use Boards including: Borough of Atlantic Highlands, Atlantic City; Freehold Township; Edison Township; Borough of Seaside Park; Township of Voorhees; and the Township of Brick.

SPECIFIC EXPERIENCE:

Wiggins Park Marina Guest Service Improvements
City of Camden, NJ.
The project consisted of the site design and building programming of a guest services center at the Camden County marina site located at the Camden waterfront. The guest building included secure offices, common spaces and restrooms for marina patrons and staff.

New Jersey Natural Gas Compressed Natural Gas (CNG)
Fueling Station - Toms River, NJ.

This project included the construction of a new Compressed Natural Gas fueling station within an existing Waste Management facility. CME Associates provided the survey, site engineering and permitting services for the project.

Sheltered Cove Marina
Borough of Tuckerton, NJ.

CME has provided professional surveying and engineering services to Sheltered Cove Marina for over 30 years. Most recently, CME obtained site plan approval for a new 6-bay service building onsite.

Atlantic Avenue and Ohio Avenue Bikeway Improvement
City of Atlantic City, NJ

This project consisted of the introduction of dedicated bike lanes along Atlantic Avenue along with bike lanes on Ohio Avenue within the City. The project made connection to existing bikeways within the City, as well as neighboring Ventnor City, Margate City and Longport creating a 5-mile long bikeway to the southern tip of Absecon Island. The project implemented a 2017 NJDOT Bikeway Grant and CME provided professional engineering and construction management services.

Diamonds at Arrowhead Park, Evesham
Burlington County, NJ

The project scope consisted of the creation of a multi-million dollar baseball/softball complex within the Township, including a combination of natural and synthetic fields, sports lighting, concession and restroom building, batting cages, stormwater management areas, parking areas and landscaping to enhance the overall aesthetic of the site. Responsible for overseeing conceptual layout and preliminary design, permitting, final design and preparation of bid plans and specifications, coordination with prospective bidders during the bidding phase, review of bid documents and recommendation of award, and complete oversight during construction through completion.

Intersection Improvements at CR 527A & High Bridge
Road Manalapan Township, NJ.

The project consisted of the reconfiguration of a five legged intersection under the jurisdiction of Manalapan Township and Monmouth County. The high volume intersection was realigned to meet today's design standards and improve the safety for its users.

EXPERIENCE:

Engineering Experience: Over 20 years

**MALVIKA APTE, PP, AICP
DIRECTOR, PLANNING**



EDUCATION / CERTIFICATION:

University of Pune, India
BArch - Bachelors in Architecture 2002

State University of Buffalo, New York
MUP - Master in Urban Planning 2005

New Jersey Professional Planner:
License No. 6506

American Institute of Certified Planners

PROFESSIONAL AFFILIATIONS:

- American Planning Association (NJ Chapter)
 - American Institute of Certified Planners
-

GENERAL DESCRIPTION OF EXPERIENCE:

Ms. Apte has over 19 years of experience in providing professional planning services for various public and private clients in urban, suburban and rural settings. Her public sector experience includes the preparation of various master plans and their many elements, including, but not limited to, Reexamination Reports, Land Use Plans, Circulation Plans, Open Space and Recreation Plans, Historic Elements, Farmland Preservation Elements and Sustainability Elements. She has prepared several Comprehensive Affordable Housing Plans and provided expert testimony and litigation support. She has also served as Board Planner for Planning Board and Zoning Board in various municipalities as well as prepared Special area projects such as redevelopment and rehabilitation plans as well as Main Street Studies.

In addition, Ms. Apte has served as an expert witness in the private sector by providing planning testimony for various site plan and variance applications. She has been accepted as an expert in her field and has provided testimony discussing the merits of the site plan and variance application. She has prepared reports in support of use variance applications as well as socio fiscal economic reports. She has also been accepted as an expert in her field and testified before Superior Court of New Jersey Burlington County Law Division as well as testified before Superior Court of New Jersey Camden County Law Division. Additionally, she has also provided assistance for site design and planning for various infill sites and redevelopment plans. She is proficient in design software programs such as AutoCAD and GIS, as well as 3D software such as SketchUP.

MUNICIPAL PLANNING SERVICES

Ms. Apte has served as a consulting Professional Planner for various municipalities throughout the State. She has served as a Board Planner for various Planning, Zoning and Land Use Boards throughout the State. In this role she has reviewed site plan, subdivision and variance

applications, and provided expert testimony at Board meetings. She has served as Board Planner for City of Bayonne Planning and Zoning Board, City of Plainfield Planning and Zoning Board, Township of Monroe Planning and Zoning Board, Township of East Brunswick Planning Board, Borough of South Bound Brook Land Use Board and several others. She has also served as a Township Planner and provided assistance in drafting various land use ordinances, provided assistance in interpretation of ordinance for Zoning Officer, preparation of grant application and presentations on behalf of municipalities and several other functions in the capacity of a Township planner. As a Township Planner she has also served as an affordable housing planner and assisted in preparation of housing plans in accordance with the Court approvals. She has served as affordable housing planner for Township of Winslow, Township of Voorhees, Township of Delran and Township of Lacey.

MASTER PLAN SERVICES:

Ms. Apte has prepared and assisted in preparation of several master plans and its various elements including land use element, open space and recreation element, historic preservation element and other elements as well as master plan re-examination reports. Preparation of these plans included review and analysis of existing conditions, public outreach and recommendations. Some of the representative projects include Master Plan Re-examination Reports for Township of Winslow, Township of Delran, Open Space Plan for Township of Marlboro, Township of Howell and several others.

REDEVELOPMENT PLANS:

Ms. Apte has extensive experience in preparing Area in need of redevelopment and rehabilitation studies, testify and defending the reports/ studies, and preparing redevelopment plans for the designated areas. She has worked with designated redevelopers on behalf of municipalities to execute sound land use planning redevelopment plans. Some of representative projects include Bayfront Redevelopment Plan in City of Bayonne, Main Street Redevelopment Plan Township of Voorhees, Voorhees Town Center Redevelopment Plan, Randevco Redevelopment Plan Township of Winslow and several others.

Ms. Apte has a background in Architecture with a specialization in urban design. She is particularly interested in sustainable and resilient design.

EXPERIENCE:

Planning Experience: 19 years

NELSON HERNÁNDEZ, PE, LEED® AP
DIRECTOR OF STRUCTURAL AND GEOTECHNICAL SERVICES



EDUCATION / CERTIFICATION:

Brown University
B.S. Civil Engineering, 1994

New Jersey Professional Engineer
License No. 24GE04960500

New York Professional Engineer
License No. 077867

Leadership in Energy and Environmental Design,
Accredited Professional

FHWA-NHI-130055
Safety Inspection of In-Service Bridges
(Certified March 2019)

GENERAL DESCRIPTION OF EXPERIENCE:

Mr. Hernández is a dynamic, proactive and detail-oriented professional with over 27 years of experience and outstanding success in planning, managing and executing all aspects of structural engineering projects in the design, rehabilitation and inspection of steel, prestressed, precast and reinforced concrete and timber bridges, as well as steel, reinforced concrete and timber structures.

BRIDGE DESIGN EXPERIENCE:

- Replacement of the W. Century Road Bridge, the Magnolia Avenue Bridge and the Greenwood Avenue Bridge for Bergen County
- Replacement of the North Clinton Avenue Bridge, the Jernee Mill Road Bridge and the Pulaski Street Culvert for Middlesex County
- Reconstruction of Nine (9) Bridge and Culvert Structures on County Route 3, Bridge R-5 and the Deerfield Lane Footbridge for Monmouth County
- Replacement of the Raymond Avenue Bridge, the Netherwood Avenue Bridge, the Martine Minor Avenue Bridge, the Lower Road Minor Bridge and the Dill Avenue Bridge for Union County

BRIDGE INSPECTION EXPERIENCE:

- 2019 Routine Bridge Inspections of the Riverside-Delanco Bridge and Four Minor Bridges for the Burlington County Bridge Commission
- 2020 In-Depth Bridge Inspections of Four Minor Bridges for the Burlington County Bridge Commission

DAM DESIGN AND INSPECTION EXPERIENCE:

- West Branch Reservoir Dam Improvements Project for Somerset County
- Improvements to the Duhernal Lake Dam for Middlesex County
- Formal and Regular Inspections of the Plainsboro Pond Dam and the Regular Inspection of the Duhernal Lake Dam for Middlesex County
- Formal Inspection of the Apshawa Main and Auxiliary Dams for Passaic County
- Regular Inspections of the Deer Head Lake Dam, the Lake Barnegat Dam, the Parker Avenue Dam and the Bamber Lake Dam for Ocean County
- Regular Inspection of the Millhurst Pond Dam for Monmouth County

- Regular Inspection of the Old Mill Pond Dam for Wall Township
- Regular and Formal Inspections of the Iona Lake Dam and the Franklinville Lake Dam for Franklin Township

STRUCTURAL AND GEOTECHNICAL DESIGN EXPERIENCE:

- Effluent Pumping Station for the Joint Meeting of Essex and Union Counties
- Pile-supported Foundation for the Jackson Street Fire House for the Borough of Sayreville
- Carteret Waterfront Park and Recreation Pier for the Borough of Carteret
- ADA Accessible Seawall Project for the Township of Aberdeen
- Vehicle Canopy Projects for the Department of Public Works and for the Police Department in the Township of Piscataway
- Bayfront 1 Redevelopment - Phase 1A Surcharge Program for the Jersey City Redevelopment Agency

SPECIAL STRUCTURAL CONSTRUCTION INSPECTIONS:

- Gilmore School Addition and Renovations, Union City, NJ
- Union City Board of Education 36th Street Parking Garage, Union City, NJ

INSPECTION EXPERIENCE (AT PREVIOUS FIRM):

- The 2011 Queens-Midtown Tunnel Interim Inspection, the 2009 Inspection of the Main Span Traveler Rails of the Verrazano-Narrows Bridge and the 2009 Water Infiltration Study of the Ventilation Buildings of the Queens-Midtown Tunnel for the TBTA of NY
- The 2008 Condition Survey of the Passaic River Lift Bridge (which carries PATH trains over the river), the 2008 Biennial Inspection of the New Jersey Marine Terminal Bridges (also inspected in 2004 and 2006), the 2007 Condition Survey of the Holland Tunnel Sign and Lighting Structures, the 2007 Biennial Inspection of the George Washington Bridge Lower Level (also inspected in 2005), the 2006 Biennial Inspection of the Newark Liberty International Airport Bridges, the 2005 Condition Survey of the George Washington Bridge Bus Station, the 2003 Biennial Inspection of the Lincoln Tunnel New York Approach Roadways, the 2002 Biennial Inspection of the Outerbridge Crossing Main Span and Approaches and the 1999 Biennial Inspection of the George Washington Bridge Upper Level (including towers and cables) for the PANY&NJ.

**MICHAEL McGURL, PLS, CFS
DIRECTOR OF SURVEYING**



EDUCATION / CERTIFICATIONS:

New Jersey Institute of Technology
B.S. Surveying Engineering Technology 1993

Rutgers University Cook College
B.S. Exercise Physiology 1985

New Jersey Professional Land Surveyor
License No. GS 38338

Pennsylvania Professional Land Surveyor
License No. SU-054826-E

New York Professional Land Surveyor
License No. 050463-1

New Jersey Certified Floodplain Surveyor
License No. NJ-35

OSHA Trained per 27 CFR 1910.120 (E), (1.2)

OSHA Trained per 27 CFR 1910.120 (E), (3)

PROFESSIONAL AFFILIATIONS:

- NJ Society of Professional Land Surveyors
 - American Congress on Surveying & Mapping
 - National Society of Professional Land Surveyors
 - Tau Alpha Pi National Engineering Honor Society
-

GENERAL DESCRIPTION OF EXPERIENCE:

Mr. McGurl has over thirty eight years experience in boundary and right-of-way surveying. This experience has included: the preparation of right-of-way documents, large boundary surveys, establishment of horizontal and vertical control networks through land based and satellite techniques, hydrographic and topographic mapping, research of public and private title records, and the preparation of legal descriptions for fee and easement acquisitions. Over the past twenty-five years Mr. McGurl has prepared right-of-way mapping for the New York State Department of Transportation, New Jersey Department of Transportation, New Jersey Turnpike Authority, and various county and municipal clients.

SPECIFIC EXPERIENCE:

NYC-DDC Underground Storage Tanks Design, reconnaissance, construction and adjustment of a GPS Network encompassing the five Boroughs of New York City for the New York City Department of General Services. The GPS Network was controlled by nine (9) horizontal stations and five (5) vertical stations. Overall 76 horizontal control points were set from this network.

Monmouth County Route 3, Tennent Road, Manalapan
Survey and mapping for 3-miles of Monmouth County Route No. 3, Tennent Road, Township of Manalapan, preparation of General Property Parcel maps (32) and Individual Parcel (150) maps for the acquisition of private property for the improvement of the Monmouth County Route No. 3, Tennent Road, five (5) bridges and adjacent roadway.

West Century Road Bridge, Paramus Borough

Survey and mapping for 800 feet of West Century Avenue, preparation of General Property Parcel and Individual Parcel (5) maps for the acquisition of private property for the improvement of the West Century Road bridge and adjacent roadway.

New Jersey Turnpike Authority

Right-of-Way surveys and mapping for the conveyance of extraneous property to local authorities for public use. Pennval Road, Smith & Dahl Streets, Woodbridge Twsp.

Improvements to GSP Interchange 142, Union, Hillside and Irvington, NJ

Provided the Right-of-Way, storm and sanitary sewer as-built surveys of approximately four miles of U.S. Highway Route 78 (I-78) and three miles of the Garden State Parkway in the vicinity of Interchange 142. The General Property Parcel and Individual maps were prepared in accordance with NJDOT and New Jersey Turnpike Authority standards for twelve parcels.

Main Street & Woodbridge Center Drive, Woodbridge, NJ

Provided Boundary, Topographic, Right-of-Way and utility surveys for the realignment and widening of CR 514 and improved access to Woodbridge Center Drive. The project was immediately adjacent to twenty-five residential and commercial private properties and required the acquisition of fee and/or easement parcels from seven property owners.

Xanadu Recreation Complex, Secaucus, NJ

Prepared the Boundary, Right-of-Way, Topographic, Utility and Hydrographic surveys for the design and proposed development of the Xanadu Complex on the former Brendan Byrne Arena site. Prepared the ALTA-ACSM survey of the Brendan Byrne Arena property, reestablishment of the existing rights-of-ways for New Jersey State Highway Route Nos. 3 and 120, Paterson Plank Road, and a portion of the New Jersey Turnpike immediately adjacent to the proposed development.

EXPERIENCE:

Surveying experience: 38 years

GARY OLIVA, PE
DIRECTOR OF CIVIL ENGINEERING



EDUCATION / CERTIFICATION:

Roger Williams University, RI
B.S. Engineering 2003

New Jersey Professional Engineer
License No. 47483

GENERAL DESCRIPTION OF EXPERIENCE:

Performed necessary site evaluations required to design roadway layouts; developed proposed vertical and horizontal roadway geometries in accordance with AASHTO and NJDOT guidelines; created profiles, grading plans and cross sections; designed drainage improvements, water distribution systems and sanitary sewerage systems; performed traffic studies and analyses; designed signalized intersections; calculated earthwork; developed traffic control plans according to MUTCD; calculated quantities and prepared engineer's cost estimates; created necessary construction details; prepared contract specifications; prepared soil erosion and sediment control plans and necessary permit applications.

Mr. Oliva regularly attends public meetings and prepares detailed notes; attends project bid openings and prepares reports regarding bid results of various municipalities and counties.

DETAILED EXPERIENCE:

Mr. Oliva is experienced with roadway and traffic design, traffic signalization, parks and recreation facilities, storm and sanitary sewer design, bridge / culvert replacement, and building facilities having worked on projects including, but not limited to:

- Replacement of Culvert 3-C-73, Jernee Mill Road over Pond Creek
Borough of Sayreville, NJ
Client – Middlesex County
- Replacement of Bridge R-5 on County Route 39 (Florence Avenue) over a Tributary of Chingarora Creek Borough of Union Beach, NJ
Client – Monmouth County
- Replacement of County Road Culvert over Creskill Brook – Bridge 02C0903
Borough of Demarest, NJ
Client – Bergen County
- W. Century Road Bridge, Borough of Paramus, NJ
Client – Bergen County

- Magnolia Avenue Bridge, Borough of Montvale, NJ
Client – Bergen County
 - Greenwood Avenue Bridge, Borough of Midland Park, NJ
Client – Bergen County (ongoing – prepared in 2019)
 - Netherwood Avenue Bridge Replacement, PL-37
City of Plainfield and the Borough of North Plainfield, Union and Somerset Counties, NJ
Client – Union County
 - Replacement of the Marine Avenue Minor Bridge, SC-22
Township of Scotch Plains, NJ
Client – Union County
 - Replacement of Bridge 2-B-81, North Clinton Avenue over Bound Brook
South Plainfield, NJ
Client: County of Middlesex
 - Nassau Street Sewer Improvements
North Brunswick, NJ
Client: Township of North Brunswick
 - Route 34 Sidewalk Improvements
Aberdeen, NJ
Client: Township of Aberdeen
 - Annual Roadway Improvement Program
North Brunswick, NJ
Client: Township of North Brunswick
 - Annual Milling and Resurfacing Program
Woodbridge, NJ
Client: Township of Woodbridge
 - Building Facilities
 - Replacement of elevators at Monmouth County Human Services Building (2013)
 - RFP preparation for replacement / modernization of elevators at Monmouth County Courthouse and John L. Montgomery Care CenterClient: Monmouth County
-

EXPERIENCE:

Engineering experience: Over 21 years

DONALD STEVENS, PE
DIRECTOR OF CONSTRUCTION MANAGEMENT AND
CONSTRUCTION INSPECTION SERVICES



EDUCATION / CERTIFICATION:

New Jersey Institute of Technology
B.S. Civil Engineering 1997

New Jersey Professional Engineer License No. 46165

PROFESSIONAL AFFILIATIONS:

- American Society of Civil Engineers

GENERAL DESCRIPTION OF EXPERIENCE:

A Civil Engineer with over 27 years of construction experience ranging from the design and construction of very complex eco-system restoration projects to heavy civil construction of Mega-Projects. With expertise in project design and management and construction management, overseeing projects with construction budgets ranging from \$5M to over \$750M in South America, the Middle East and the US. Adept at working in adverse conditions and solving complex and challenging problems.

DETAILED EXPERIENCE:

Mr. Stevens has managed design phase projects with duties including conceptual design through finished design plan development, specification development, bid development, client expectations and stakeholder management. He has also managed construction phase projects with duties like preconstruction tasks, shop drawings, pay applications, contractor schedule, resolution of construction issues and management of field inspectors and office support staff. Major projects include:

Chesapeake Bay Bridge and Tunnel, Tunnel Expansion

- Used project proposal to establish sequencing, understand funding budgets, and determine required resources vs. available resources for the project
- Established work plans and staffing plans and oversaw the recruitment of project personnel
- Managed the Project Engineers, Field Engineers, Superintendents and Foremen in charge of the day-to-day construction and overall direction of the project and project team
- Met with project team to outline work plans, assign duties, and developed Responsibility Matrix

Kwajalein Atoll, Republic of Marshall Islands, Echo Pier Restoration

- Oversaw the day to day construction activities managing them through two Superintendents
- Overall responsibility for on-site safety, directly managing the site Health and Safety officers
- Managed the staffing of all phases – 150+ employees
- Coordinated all RFIs, Serial Letters, REAs, Submittals, RFPs, QC Deficiencies, Etc. with the client
- Coordinated Procurement schedules, shipping, receiving, logistics

- Maintained schedule, from works schedule, pre-submittal through procurement
- Responsible for all meetings with client, stakeholders, military liaisons Etc.

Doha, Qatar, Services Agreement for CSC for Stadiums, Precincts and Training Sites – Supreme Committee for Delivery and Legacy:

Provided overall coordination and project management to the staff on-site for Demolition Works on Fourth Precinct Stadium, Main Package Works for Al Rayyan Stadium, Enabling Works and Main Package Works for Lusail Stadium, Enabling Works and Main Package Works for Training Sites.

Lincoln Park Tidal Marsh Restoration Project, Hudson County, NJ

Program Manager who oversaw conceptual design through final construction of over 40 acres of tidal marsh restoration along the Hackensack River in Jersey City NJ. Responsible for all aspects of the project from design to administration. Coordination between multiple state agencies and multiple consultants and contractors.

United States Army Corps of Engineers – Middle East District, Dahla Dam Design Project, Kandahar Afghanistan.

Program Manager who oversaw the day to day management of the engineering oversight for Survey Data Collection and Geotechnical Investigations. Coordinated with the US Military, US State Department, Provincial Afghan Government and local officials as well as the USACE to maintain working conditions and stability within the current security conditions. In charge of coordination between LBG personnel, on-site Personnel Security Details (PSDs) and the project risk management company.

- Maintained progress schedules and budgets to direct project personnel ensuring work progressed on schedule and within budget
- Provided technical advice to project personnel
- Coordinated with stakeholders; clients, government agencies, permitting agencies, and subcontractors, etc.
- Coordinated all RFIs, Serial Letters, REAs, Submittals, RFPs, QC Deficiencies, Etc. with the client
- Coordinated procurement schedules, shipping, receiving logistics

EXPERIENCE:

Planning Experience: 27 years

KAREN TWISLER, LLA, LEED® AP, BD+C, CPRP
DIRECTOR OF LANDSCAPE ARCHITECTURE



EDUCATION / CERTIFICATION:

BS Environmental Planning and Design / Landscape Architecture

2003, Rutgers University, New Brunswick, NJ

BA, English with Emphasis in Journalism 1994

Rutgers University, Camden, NJ

New Jersey Professional Landscape Architect
License No. 21AS00098900

Pennsylvania Professional Landscape Architect
License No. LA002723

Delaware Professional Landscape Architect
License No. S1-0000419

North Carolina Professional Landscape Architect
License No. 1966

South Carolina Professional Landscape Architect
License No. 1479

Certified Park and Recreation Professional
License No. 10358350

PROFESSIONAL AFFILIATIONS:

- New Jersey Chapter of the American Society of Landscape Architects, Past President
- New Jersey Recreation and Park Association

DETAILED EXPERIENCE: (PRIOR TO CME ASSOCIATES)

- Completed design work in AutoCAD from concept through construction for projects including parks and sports fields, planting plans, and streetscapes
- Coordinated with multidisciplinary professionals, including surveyors and engineers
- Reviewed site plans and subdivision plans for Planning Boards and Zoning Boards
- Prepared proposals and grant applications
- Developed and presented materials for potential clients and for public meetings
- Cost estimates
- Inspected landscape installations for performance bond and maintenance bond release

DETAILED PROJECT EXPERIENCE:

Parks Inventory and Assessment

Cherry Hill, NJ

More than 50 Parcels were visited and existing conditions were assessed, including circulation, parking, signage, play equipment, seating and other elements. Recommendations and a 5-year spending/improvement plan were provided based on parks determined to be in greatest need.

City Hall Apron Improvements

Philadelphia, PA

As part of the replacement of a 10-inch water service pipe, the northeast corner of the site was reworked to improve circulation and permeability. One unique design feature was the redesign of an honorary plaques for fallen firefighters. The final design of this National Historic Landmark project met the requirements of the Philadelphia Historical Commission, the Philadelphia Arts Commission, the Philadelphia Water Department, Philadelphia Department of Licenses & Inspections, PennDOT and Section 17-11 of the Philadelphia Code.

Jackson Park Inclusive Playground

Hendersonville, NC

From concept to construction, we worked with the county to produce an inclusive playground suitable for all ages and abilities. A permeable rubber safety surface was utilized. Slides were built onto the hillside to take advantage of the existing grade changes. Covered shade structures were provided along with a variety of play opportunities.

EXPERIENCE:

Engineering Experience: 30 years

JAMES C. WATSON, PE, PTOE
DIRECTOR OF TRANSPORTATION / TRAFFIC



EDUCATION / CERTIFICATION:

University of Vermont

B.S. Civil Engineering 1993

New Jersey Professional Engineer

License No. 24GE04452800

Professional Traffic Operations Engineer

Institute of Transportation Engineers

PROFESSIONAL AFFILIATIONS:

- American Society of Civil Engineers
- Institute of Transportation Engineers

GENERAL DESCRIPTION OF EXPERIENCE:

Mr. Watson has managed and designed various County and Municipal Transportation and Traffic Capital Improvement Projects including signalized and unsignalized intersections, full and partial roadway reconstructions, roadway resurfacing and rehabilitations, bridge and culvert replacements, bikeways, multi-use pathways, and ADA Accessible pedestrian facilities. Mr. Watson has managed and conducted numerous traffic studies and the development of conceptual design layouts necessary to effectively plan future County and Municipal Improvement projects. In addition, Mr. Watson has served many Municipal Planning Boards and Zoning Boards of Adjustment providing site plan and traffic study reviews along with expert traffic testimony related to the potential traffic impacts associated with proposed developments..

DETAILED EXPERIENCE:

Parkway Avenue & Plainsboro Road Intersection Improvements, Plainsboro Township, New Jersey
Project Manager for the design associated with the replacement of an existing traffic signal located within the Plainsboro Village Center in accordance with Plainsboro Township and NJDOT design standards, AASHTO and MUTCD.

Raymond Avenue Bridge Reconstruction PL-20 Over Green Brook, City of Plainfield, Borough of North Plainfield and Borough of Watchung, Union County and Somerset County, New Jersey, Union County Project
Project Manager for replacement of the Raymond Avenue Bridge over the Green Brook which included the design of a replacement bridge, drainage improvements and the approach roadways in accordance with Union County and NJDOT design standards, AASHTO and MUTCD.

Route 9 and Main Street (CR 514) Roadway Improvements, Woodbridge Township, New Jersey
Project Manager for the design associated with the replacement of two (2) NJDOT traffic signals, one (1) new Middlesex County traffic signal, the extension of an

existing County culvert, Main Street widening and complete drainage system replacement within Woodbridge Township in accordance with NJDOT, Middlesex County and Woodbridge Township design standards, AASHTO. Developed comprehensive traffic control and staging plans and temporary traffic signal plans as per NJDOT standards and MUTCD.

Intersection Improvements at Riva Avenue and Hardenburg Lane, East Brunswick Township, New Jersey
Project Manager for the design associated with the replacement of an existing traffic signal in East Brunswick Township in accordance with East Brunswick Township and NJDOT design standards, AASHTO and MUTCD.

New Dover Road and Colonia Boulevard Intersection Improvements, Woodbridge Township, New Jersey
Project Manager for the design and traffic analyses associated with the Improvements to an existing unsignalized intersection in accordance with NJDOT design standards, AASHTO and MUTCD.

Mullica Hill By-Pass, U.S. Route 322, Mullica Hill, New Jersey, Gloucester County Project
Project Manager for the traffic related design tasks required to prepare final traffic signal design plans for this fast paced project which replaced an existing traffic signal in accordance with Gloucester County and NJDOT standards, AASHTO and MUTCD.

Replacement of W. Century Road Bridge Over Sprout Brook, Borough of Paramus, Bergen County
Project Manager for the traffic related design tasks associated with the development of Traffic Control Plans required to support multiple construction stages with Detour Plans in accordance with NJDOT, Bergen County and Paramus Borough design standards, AASHTO and MUTCD.

Replacement of Magnolia Avenue Bridge, Borough of Montvale, Bergen County
Project Manager for the traffic related design tasks associated with the development of Magnolia Avenue Full Bridge Closure Detour Plans in accordance with NJDOT, Bergen County and Montvale Borough design standards, AASHTO and MUTCD.

EXPERIENCE:

Planning Experience: 27 years

MICHAEL DZIUBECK, PE
SENIOR PROGRAM MANAGER



EDUCATION / CERTIFICATION:

New Jersey Institute of Technology
B.S. Mechanical Engineering 2005

New Jersey Professional Engineer
License No. 48358

PROFESSIONAL AFFILIATIONS:

- NJ Water Environment Association
-

GENERAL DESCRIPTION OF EXPERIENCE:

Design, preparation of plans, specifications and bid documents for projects including potable and non-potable water systems, including storage, pumping facilities, treatment and distribution systems, and of wastewater systems, including collection systems, pumping facilities and upgrades of, treatment facilities.

Coordination with regulatory agencies and preparation of various permit applications including air pollution control, treatment works approval, physical connection permit for drinking water and other regulatory permits and approvals.

WATER SUPPLY PROJECTS:

- Design of water main upgrade projects for various clients in New Jersey. The projects have included water main replacement, directional drilled water mains, service replacements, water main lining
- Development and operation of water models utilizing Bentley WaterGEMS. Modeling included the preparation of hydraulic systems including development of skeletal model, importation of water demands, field and office model calibration, water system evaluation utilizing the developed model, identification of potential water system improvements and continual model maintenance. Water Model development have been prepared for the following water systems:
 - Old Bridge Municipal Utilities Authority
 - Borough of Sayreville
 - Township of North Brunswick
 - Berkeley Township Municipal Utilities Authority
- Design of a 5 MG water treatment plant on Harbor Road in Marlboro Township including ten (10) vertical pressure filters, backwash tanks, laboratory, 10,000 square foot building, instrumentation and site piping.
- Construction phase services for 7 MG water treatment plant in the City of Rahway including four (4) membrane filter trains, replacement of pond liners, backwash waste recycle system, metal building enclosure and site piping.

- 7 MG water treatment plant in the Borough of Sayreville including four (4) membrane filter trains, clarifier tank, backwash waste recycle system, granular activated carbon filters, and site piping.
- Improvements to the North Brunswick 10 mgd Water Treatment Plant including backwash tanks, thickener modifications, inline mechanical mixer and site piping.

WASTEWATER PROJECTS:

- Design of (3) three 1,250 kw generators for the Township of Brick Municipal Utilities Authority.
 - Replacement of three (3) 350 HP sewage pumps including variable speed drives, transformers and controls at the Joint Meeting of Essex and Union Counties.
 - Upgrades to various pumping stations for the Western Monmouth Utilities Authority including Brunswick Drive Pump Station, Prince William Pump Station, Texas Road Pump Station, Greenwood Road Pump Station, Lloyd Road Pump Station and Hawkins Road Pump Station.
 - Design and construction phase services for the South Monmouth Regional Sewer Authority, Sea Girt Avenue Pump Station that consisted of a mobile equipment enclosure due to the location of the station in a flood prone area.
 - Design of the South Monmouth Regional Sewerage Authority, Lake Como Pump Station. The design include gravity sewer and force main extensions to relocate the pump station approximately 1,000 feet to remove it from a flood prone area. A unique design approach was implemented in order for the new pump station to maintain the aesthetics of the neighborhood.
 - Design of sewage pump station upgrade projects for various clients in New Jersey. The projects have included pump replacement, piping modifications, wet well rehabilitation, conversions to submersible type pump stations, control systems, site improvements, construction of utility buildings and other various upgrades as deemed necessary to implements fully functional pumps station.
-

EXPERIENCE:

Engineering experience: 18 years

JEFF GERSTACKER
SENIOR PROGRAM MANAGER



EDUCATION / CERTIFICATIONS:

New Jersey Institute of Technology
B.S. Civil Engineering Technology, 1991

-
- Health and Safety for Uncontrolled Hazardous Waste Site Investigation Certification, 40 hours, 1991
 - Municipal Engineering Inspection Certification, 1994
 - Confined Space Training Certification, 1998
 - Asphalt Technology Certification, 1999
 - 8-Hour Hazwopper Refresher Certification, 2018
 - NICET Certified Engineering Technologist, 2016

GENERAL DESCRIPTION OF EXPERIENCE:

Responsible for construction engineering/site observation services.

Responsible for the construction inspection of capital improvement projects and the site observation of residential, commercial and industrial developments.

Construction administration of water treatment plants, water and sewage pumping stations, water distribution and sanitary collection systems, highway construction, roadway construction, roadway rehabilitation, parks and recreational facilities.

ROAD AND HIGHWAY:

Projects include minor roadway, major highway and intersection improvements. Roadway construction, roadway rehabilitation and roadway evaluations.

The work includes the installation of storm sewer pipe and underdrain systems, water main relocation, earthwork, grading, curb and sidewalk replacement, subgrade preparation, subbase installation, base paving, milling, roadway resurfacing, striping, lighting, signage, traffic signalization and other associated work.

HYDRAULIC AND SANITARY:

Projects include water distribution mains, transmission mains, pumping stations, elevated storage tanks, water treatment plants, wastewater treatment facilities, wastewater pumping stations and wastewater collection systems.

The work includes the installation of cement lined DIP water main, gate valves, fire hydrants, water services, water main cleaning and lining, welded steel potable water storage tank painting, PVC gravity sanitary sewer,

bore and jack crossing, micro tunneling, television inspection and infiltration inflow analyses.

PARK AND RECREATIONAL FACILITIES:

Projects include tot lots, comfort stations, baseball fields, soccer fields, football fields, tennis courts, basketball courts and hockey rinks.

The work includes site clearing, site grading, construction of retaining walls, concrete paver block, bituminous concrete walkways, storm drainage systems, irrigation systems, lighting systems, various types of tot lot play structures and site landing.

RECENT PROJECTS:

- 2017 Roadway Paving and Reconstruction Project - Phase 1
Borough of Sayreville
- Winding Woods Wastewater Pump Station Reconstruction
Borough of Sayreville
- The Meadows at Middlesex Golf Cart Path Improvements
County of Middlesex
- Modifications to the Former Bordentown Avenue Water Treatment Plant Building
Borough of Sayreville
- Public Safety Complex Cooling Tower Replacement
Borough of Sayreville

EXPERIENCE:

Engineering Experience: 33 years

KEITH HENDERSON, PE, PP, PLS
SENIOR PROGRAM MANAGER



EDUCATION / CERTIFICATION:

- BS, Civil Engineering, Drexel University, 1975
 - MS, Environmental Engineering, Manhattan College, 1978
 - Post Master Study, Biochemical Engineering, Drexel University, 1984
-

New Jersey Professional Engineer
License No. 24GE03080400

Pennsylvania Professional Engineer
License No. PE-027367-E

New Jersey Professional Planner
License No. 33LI00357600

Pennsylvania Professional Land Surveyor
License No. SU-001363-A

PROFESSIONAL AFFILIATIONS:

- National Society of Professional Engineers
 - Water Environment Federation
 - American Water Works Association
-

GENERAL DESCRIPTION OF EXPERIENCE:

Mr. Henderson has more than 40 years of experience in the fields of environmental and civil engineering. His expertise includes asset management, rate studies, capital facility planning and financing, stormwater management and water and sewer system design and operation.

He is also experienced in master planning, civil engineering design, scheduling, interpretation of contract plans and specifications, technical analysis, and construction management from initiation to completion.

Mr. Henderson has performed numerous Phase I and Phase II environmental site assessments, environmental audits and remediation projects. His clients have included private industry, financial institutions and municipal governments.

DETAILED DESCRIPTION OF EXPERIENCE:

Designated Consultant to Various NJ Sewerage Authorities Water Commissions and Municipal Utility Authorities. Communities include Barnegat Township Water and Sewer Utility, Lacey Municipal Utilities Authority, Ocean Township Municipal Utilities Authority, Tuckerton Borough Water and Sewer Utility, Mount Holly Sewerage Authority, Pennsauken Sewerage Authority, Plainfield Municipal Utilities Authority, Berkeley Sewerage Authority, Northwest Bergen County Utility Authority,

Western Monmouth Utility Authority, and the Passaic Valley Sewage Commissioners.

Borough of Highlands Stormwater System Improvements Principal in charge of the preparation of design plans and permit applications for the renovation and upgrade of a Borough wide stormwater system. The project included installation of a new stormwater collection system in the downtown area, construction of a new stormwater pump station at Snug Harbor, which included two 36-inch diameter axial flow pumps, and upgrades to the Valley Street stormwater pump station.

Stormwater Management Consultant to over 20 municipalities and municipal authorities for compliance with NJDEP Phase II Municipal Stormwater Management Permit requirements. Responsibilities include preparation of Municipal Stormwater Pollution Prevention Plans (SPPP), Municipal Stormwater Management Plans and directing Municipal Departments' compliance with stormwater permit requirements.

Northwest Bergen County Utilities Authority (NBCUA) Authority Engineer responsible for the planning, design and construction management for all of the Authority's capital projects. Major projects include expansion of the interceptor system into the Borough of Franklin Lakes, reconstruction of the Authority's three major pumping stations, construction of a septage receiving station and new head works at the 16 MGD treatment plant.

Passaic Valley Sewerage Commission Principal-In-Charge of many projects in this 330 MGD facility, including design and construction management of a new plant wide security system; and construction management for the reconstruction of the head works, sludge thickening facilities and reconstruction of the final clarifiers. Total construction value of all projects exceeds \$45 million.

EXPERIENCE:

Engineering Experience: Over 45 years

HENRY L. JOHNSEN, PE
SENIOR PROGRAM MANAGER



EDUCATION / CERTIFICATION:

Clemson University
B.S. Civil Engineering 1961

Newark College of Engineering (NJIT)
M.S. Civil Engineering 1964

New Jersey Professional Engineer
License No. 13855

New York Professional Engineer
License No. 41962

Vermont Professional Engineer
License No. 98143

PROFESSIONAL AFFILIATIONS:

- American Society of Civil Engineers
 - NJ Water Environment Association
-

GENERAL DESCRIPTION OF EXPERIENCE:

Experience expanding from the design of housing and industrial subdivisions and site plans including water, storm sewers, sanitary sewers, roads and related facilities to complete design and project management of water and sewage treatment plants.

Hydraulic and environmental engineering, including preparation of feasibility reports, project reports, master plans; analysis and design, including specifications of major transmission systems, treatment plants, storage and supply facilities and pumping stations for both potable water and sanitary sewer facilities.

ENVIRONMENTAL AND HYDRAULIC PROJECTS:

Mr. Johnsen's experience prospered at Rist-Frost Associates with design and resident engineering responsibility for the Village of Granville Secondary Sewage Treatment Plant which included trickling filters; the Village of Saranac Lake and Lake Placid secondary sewage treatment plants, which include suspended growth systems; and the City of Saratoga Springs Water Treatment Plant.

While at Killam Associates, Mr. Johnsen's work expanded to include the design and construction management of large regional collection and sewage treatment facilities such as South Monmouth, Western Monmouth, Neptune, Hanover and Berkeley Heights, all of which have trickling filters. Additional activated sludge projects including the Joint Meeting of Essex and Union, Warren Twp., and Rockaway Valley.

Mr. Johnsen's experience continued to thrive at CFM

Associates with project management responsibilities for the design of advanced wastewater treatment plants including, rotating biological contactors, oxidation ditches, nitrification, filtration and ultraviolet disinfection for Mendham, Washington Township, and Long Hill Township with oxidation ditches. Industrial pre-treatment experience includes heavy metal removal for Driver Harris, oil removal for Atlas Refinery, and pH control for Proctor and Gamble.

Mr. Johnsen's current success at CME Associates includes project management for both water and wastewater. Projects include the Joint Meeting of Essex and Union Counties Wastewater Treatment Plant, Delran Township Sewerage Department, Linden Roselle Sewerage Authority, Township of Neptune Sewerage Authority, North Brunswick Water Treatment Plant, Old Bridge MUA, Sayreville Water Treatment Plant, Milltown water and sewerage improvements, City of New Brunswick sanitary and stormwater separation, and the Township of Ocean Wastewater Treatment Plant.

NEW JERSEY CLIENTS:

*Joint Meeting Essex and Union Counties, Linden Roselle Sewerage Authority, Delran Township Sewerage Authority, *South Monmouth Regional Sewerage Authority, *Western Monmouth Sewerage Authority, *Hanover Sewerage Authority, *Berkeley Heights, Long Hill Township, Washington Township Municipal Utilities Authority, Ford Motor Company, Driver Harris Alloys, Six Flags Great Adventure, Proctor and Gamble, Sundor Food Products, Bedminster Township, North Brunswick Township, *Neptune Township Sewerage Authority, Township of Ocean Sewerage Authority, the Borough of Sayreville, Old Bridge MUA, the Borough of Milltown, and the City of New Brunswick.

NEW YORK STATE CLIENTS:

Saratoga Springs, *Lake Placid, *Saranac Lake, Granville, New York State Department of Environmental Conservation, Glens Falls, South Glens Falls, Queensbury, Hudson Falls, Fort Edward and Lake George.

VERMONT CLIENTS:

Brandon Training School, Stratton Mountain Corp., Inglenook Lodge - Jay Peak.

* Co-generation clients

EXPERIENCE:

Consulting & Municipal Experience: 60 years

BENNETT MATLACK, PE, CME, CFM
SENIOR PROGRAM MANAGER



EDUCATION / CERTIFICATION:

Rutgers University
B.S. Civil Engineering 2006

New Jersey Professional Engineer
License No. 24GE04934600

Certified Municipal Engineer
N.J.M.E.I. Certification No. 13-020

NJ Certified Floodplain Manager
Certification No. US-14-07705

-
- Design of ADA Curb Ramps
Rutgers University, January 2017
 - NJ Association of Flood Plain Managers Conference
Atlantic City, 2014 - 2017
 - Grant Management for Federal Aided Projects
Rutgers University, April 2017
 - Highway Inspection Procedures for Federal-Aid
Projects
Rutgers University, April 2017

PROFESSIONAL AFFILIATIONS:

- American Society of Civil Engineers
- NJ Society of Municipal Engineers
- ASFPM Certified Flood Plain Manager

GENERAL DESCRIPTION OF EXPERIENCE:

Experienced in the preparation and coordination of construction plans, specifications and applications to various Municipal, County and State review and permitting agencies for private and municipal clients.

Design experience includes preparation of major site plans, subdivisions, storm drainage systems, storm water management plans, sanitary sewer and water extensions and connections, and soil erosion & sediment control plans for various private clients.

Municipal design and construction administration experience includes the design and construction oversight of roadways, parking lots, streetscapes, traffic signals, boardwalks, parks and public works yards. Experience in the preparation of various permit applications including Flood Hazard Area, Statewide General Permits, Soil Erosion & Sediment Control, and Planning and Zoning Board Applications. Mr. Matlack has represented various planning and zoning boards including Atlantic Highlands, Marlboro, Hazlet, Keyport and Voorhees.

DETAILED EXPERIENCE:

CAMDEN COUNTY, NJ

- Haddon Avenue Transit Village Roadway Improvements
(Federally Funded)

VOORHEES TOWNSHIP, CAMDEN COUNTY, NJ

- Kresson Road Sidewalk Improvements (Federally Funded)

TOWNSHIP OF HOLMDEL

- Holmdel Firehouse
- Crawford's Corner Road, Phases 4-5

MANALAPAN TOWNSHIP, MONMOUTH COUNTY, NJ

- Manalapan Recreation Center Expansion
- Improvements to Iron Ore & High Bridge Roads
- Improvements to Poets Section
- Gordons Corner Road Corridor Improvements

BOROUGH OF CARTERET, MIDDLESEX COUNTY, NJ

- Chrome Streetscape Project
- Carteret DPW

TOWNSHIP OF HOWELL, MONMOUTH COUNTY, NJ

- Improvements to Ford Road
- Howell DPW

TOWNSHIP OF MAPLE SHADE, BURLINGTON COUNTY, NJ

- Improvements to N. Coles Avenue
- Improvements to East Mill Road

TOWNSHIP OF EVESHAM, BURLINGTON COUNTY, NJ

- Evesham Recreation Center
- Improvements to Memorial Field

TOWNSHIP OF DELRAN, BURLINGTON COUNTY, NJ

- Westover Drainage Improvements
- Fairview Sidewalk Improvements
- Stewart Ave. Outfall Improvements
- Improvements to Haines Mill Rd.

TOWNSHIP OF BRICK, OCEAN COUNTY, NJ

- Improvements to Bernard J. Cooke Park
- Roadway Improvements to Lakewood Gardens
- Roadway Improvements to Woodland Valley

MISCELLANEOUS MUNICIPALITIES

- Sanitary Sewer Infrastructure Improvements, Point Pleasant Beach, Ocean County, NJ
- Improvements to Pine Street, Old Bridge, Middlesex County, NJ

EXPERIENCE:

Engineering experience: 17 years

DARREN MAZZEI, PE, CME
SENIOR PROGRAM MANAGER



EDUCATION / CERTIFICATION:

Rutgers University, New Brunswick, NJ
B.S. Civil Engineering, Fall 2005

Lake Forest College, Lake Forest, IL
Physics Major, Fall 2000 - 2001

New Jersey Professional Engineer
License No.: 24GE04869400

Certified Municipal Engineer
Certificate No.: 13-022

GENERAL DESCRIPTION OF EXPERIENCE:

Duties include: design and preparation of engineering plans and specifications for Municipal, Private and State construction projects. These design projects include: construction and/or reconstruction of roadways; intersection and traffic signal improvements; site plan layouts; sanitary sewer, storm sewer and potable water distribution system installation and improvements; and parks and recreation facilities.

Specific responsibilities relative to the above mentioned projects include: initial site feasibility studies for design; design of roadway layouts including grading, vertical and horizontal curves, cross sections, and earthwork calculations; the design of storm drainage systems (TR-55 and Rational Methods); design of sanitary sewer systems (capacity analysis and line sizing); design of potable water systems; preparation of soil erosion and sediment control plans; culvert, hydrologic, and hydraulic analyses; and coordination, scheduling and filing of permit applications to County and State agencies. Duties also include construction administration for these projects, including shop drawing review.

Municipal Engineer duties include: reviewing of major/minor subdivisions and site plans of residential and commercial developments for Municipal Zoning and Planning Boards for compliance with all Municipal standards, and preparation of reports thereof; preparation of feasibility studies and master plans; preparation of bond estimates; and overseeing of development projects during construction.

SPECIFIC EXPERIENCE:

- Improvements to Hammond Ave.
Bradley Beach, New Jersey 2011
 - Improvements to Main Street and Thomas Street
County of Middlesex - Design Phase - 2011
 - Improvements to Jernee Mill Rd. & Bordentown Ave.
County of Middlesex - Design Phase 2011
 - Mercer County Firearms Range Improvements
County of Mercer - Design Phase 2011
 - New Maintenance Garage - Davidson's Mill Pond
County Park - County of Middlesex - Design Phase 2011
 - South River Public Library Expansion Site
Improvements
South River, New Jersey 2011
 - 2010 Roadway Improvements
Plainsboro, New Jersey 2011
 - 2011 Road Improvement Program
Pleasantville, New Jersey 2011
 - 2010 Roadway Improvements
South River, New Jersey 2011
 - Heritage Village at Bloomfield
Bloomfield, New Jersey 2011
 - Improvements to the Intersection of Montgomery
Street & John F. Kennedy Drive North & South
Bloomfield, New Jersey 2011
 - Resurrection Cemetery Site Plan
Piscataway, New Jersey 2011
-

EXPERIENCE:

Municipal Engineering Experience: 19 years

JOHN E. MESKILL, III, PE, PP, CME
SENIOR PROGRAM MANAGER



EDUCATION / CERTIFICATIONS:

Rutgers University College of Engineering
B.S. Civil Engineering 1986

New Jersey Professional Engineer
License No. 36180

New Jersey Professional Planner
License No. LI00566

Certified Municipal Engineer
N.J.M.E.I. Certification No. CME 682

GENERAL DESCRIPTION OF EXPERIENCE:

Construction observation for municipal roadway, utility, 3.0 mg standpipe and various construction projects, including preparation of daily reports.

Surveying: Rodman, transit man and party chief member in field survey crew; outbound property surveys, aerial control layouts, right-of-way surveys, stakeouts for utilities and buildings; right-of-way and easement property acquisition reviews. Review of general property parcel maps, individual property maps, and descriptions in accordance with the Middlesex County filing requirements.

Design of road construction and reconstruction, street intersections, noise barriers, parking facilities, water distribution systems, storm drainage systems, stormwater detention/retention facilities; sanitary sewage collection /transmission systems, force mains, and pump station facilities including interior piping and valving layout; hydraulic and hydrologic analysis; site grading, parks and recreation facilities including athletic fields, tot lots and comfort/concession buildings; waterfront improvements, including boat ramps and observation decks. Design and coordination of athletic field lighting, drainage and irrigation facilities. Rehabilitation of existing sanitary sewer and water distribution systems. Sanitary sewer flowmetering studies. Quality control reviews of project plans and specifications prior to bid phase. Preparation of cost estimates, plans, specifications and contract documents for various County, Municipal, Board of Education, Private and Capital construction projects.

Construction Management: overseeing of construction inspectors and design engineers; attend meetings with Municipal officials and contractors, bid phase services including coordination, analysis, and all other tasks relative to same; preparation of progress pay estimates and change orders; review of resident complaints, shop drawing

reviews, preparation of as-builts, and alternate layout designs due to unforeseen existing conditions encountered during construction. Design and engineering review of the Raritan Center Interchange project prepared for the Middlesex County Improvement Authority.

Preparation of plans and permit applications for various NJDEP, NJDOT and soil conservation regulatory agencies. Preparation of grant applications for various funding agencies.

Planning, budgeting, scheduling, coordination, alternative analyses and conceptual designs for various projects. Preparation of costs analyses for proposed project improvements required for company proposals. Specifying project design requirements, creating design teams, and issuing tasks.

MUNICIPAL ENGINEERING SERVICES:

Design and administration of County, Municipal, Private and Capital construction projects; preparation of water distribution, storm sewer and sanitary sewer studies; Planning Board and Zoning Board services including the review of major subdivisions and site plan applications, attendance at Zoning Board meetings, preparation of reports and observation of construction.

EXPERIENCE:

Engineering Experience: 62 years

DREW PAVLICK, PE, PP, PTOE, CME, CFM
SENIOR PROGRAM MANAGER



EDUCATION:

University of Delaware

B.C.E. Civil Engineering 2011

M.C.E. Civil Engineering 2012

New Jersey Professional Engineer
License No. 24GE05251600

New Jersey Professional Planner
License No.: 33LI00636400

NJ Certified Floodplain Manager
Certification No. US-16-09127

Certified Municipal Engineer
NJMEI Certification No. 17-18

-
- Compliance with the Americans with Disabilities Act Rutgers University, July 2011
 - Transportation Research Board Annual Meeting Washington, DC, January 2012
 - NJDEP Flood Hazard Area Control Act Rules Rutgers University, August 2016
 - NJ Association of Floodplain Managers Conference Atlantic City, October 2016-2021
 - NJDEP Stormwater Management Design Review Rutgers University, May 2017 & 2021
 - Highway Inspection Procedures for Federally Funded Projects
-

PUBLICATION:

- Pavlick, Drew and Dr. Ardeshir Faghri. Health Effects of the Built Transportation Environment. University of Delaware. 2012.
-

GENERAL DESCRIPTION OF EXPERIENCE:

Experienced in municipal, private, and academic engineering subfields. Involved in the preparation and coordination of construction plans, specifications, and applications to various Municipal, County, and State review and permitting agencies for private and municipal clients.

Design experience includes preparation of site plans, storm drainage systems, and sediment control plans for various public and private clients. Other experience includes preparation of stormwater reports, flood hazard area studies, environmental impact statements, and site investigation reports.

Municipal design and construction administration experience includes the design and construction oversight of roadways, parking lots, streetscapes, traffic signals, boardwalks, parks, and public building sites. Experienced

with Federally-funded design and construction/management inspection projects.

Experienced in the preparation of various permit applications including Flood Hazard Area, DEP General Permits, Soil Erosion & Sediment Control, Municipal Utility Permits, and Planning & Zoning Board Applications. Mr. Pavlick has represented various planning and zoning boards and serves as the planning and zoning board engineer for the City of Trenton and Township of Mount Laurel.

SPECIFIC EXPERIENCE:

Highlands Borough, Monmouth County, NJ

- Cedar St & Jones Creek Bulkhead
- Improvements to Valley Street
- Phase 1 Sanitary Sewer Improvements (NJEIT)
- Snug Harbor Park Improvements

Brick Township, Ocean County, NJ

- Brick Beach I Shower Pad & Parking Lot
 - Safe Routes to Schools Lanes Mill & Midstreams (Federal)
 - Bernard J. Cooke Park Improvements
 - Improvements to Laurelhurst Ph 1 & 2 (NJDOT)
 - Lanes Mill Elementary Parking Lot Improvements Atlantic Highlands Borough, Monmouth County, NJ
 - Bayside Drive Improvements (3 NJDOT Grants) Atlantic City, Atlantic County, NJ
 - Caspian Pointe Pedestrian & Bikeway Connection (Federal)
 - Atlantic Avenue Road Diet - Phase 1 (Federal)
 - Improvements to Chelsea Area & Albany Ave (Federal) Atlantic County, NJ
 - Improvements to Jimmie Leeds Rd (CR 561) Evesham Township, Burlington County, NJ
 - Memorial Sports Complex - Synthetic Field M2 Lumberton Township, Burlington County, NJ
 - New Public Safety Building Bordentown Township, Burlington County, NJ
 - Municipal Drive & Germantown Road Pipe Lining Voorhees Township, Camden County, NJ
 - Maiaroto Sports Complex Synthetic Field
-

EXPERIENCE:

Engineering experience: 11 years

MICHAEL J. ROBERTS, PE, CME
SENIOR PROGRAM MANAGER



EDUCATION / CERTIFICATION:

The Pennsylvania State University
B.S. Civil Engineering 2006

New Jersey Professional Engineer
License No. 24GE05152600

New Jersey Society of Municipal Engineers
Certified Municipal Engineer
NJMEI Certificate Number 19-31

PROFESSIONAL AFFILIATIONS:

- NJ Society of Professional Engineers
- American Society of Civil Engineers

GENERAL DESCRIPTION OF EXPERIENCE:

Over eighteen (18) years of experience in the preparation, design, coordination, implementation, and review of construction plans, specifications, and local and state agency development applications for various public and private clients throughout New Jersey.

Private site design experience includes the preparation of land use applications and project specifications for residential, commercial, and industrial uses, as well as coordination with local and state agencies for wetlands disruption permits, Flood Hazard Area permits, Soil Erosion and Sediment Control, Treatment Works Approvals, roadway access permits, etc.

Public design experience includes the design and construction of municipal and county owned public works facilities, stormwater detention and conveyance facilities, as well as parks and recreation facilities. Mr. Roberts also has significant experience in the preparation of plans and specifications for roadway rehabilitation and new roadway design and construction.

Mr. Roberts currently represents the following municipalities as the Board Engineer or Board Traffic Engineer: Berlin Borough, Deptford Township, East Greenwich Township, Haddonfield Borough, Hamilton Township (Atlantic County), Palmyra Borough, Westampton Township, and Winslow Township.

Construction experience includes inspection and oversight for the construction and rehabilitation of roadways, concrete bridges and culverts, storm drainage systems, public and private land development projects, as well as environmental remediation and mitigation projects.

ENGINEERING EXPERIENCE: 18 years

DETAILED EXPERIENCE:

Burlington County, NJ

- Arney's Mount Trail, Springfield, NJ
- Long Bridge Park, Hainesport, NJ
- Willingboro Lakes Park, Willingboro, NJ

Camden City, Camden County, NJ

- Camden City Intersection Improvements, various locations
- Federal and Flanders intersection improvements
- Camden Fleet Garage

Camden County, NJ

- Berlin Park Improvements
- Reverend Evers Park Improvements
- Centre Street Improvements
- Whitman Park Improvements

Cumberland County Improvement Authority

- CCIA Landfill Stormwater Improvements
- Lincoln Avenue (CR 655) Rehabilitation and Burns Avenue Extension

Delran Township, Burlington County, NJ

- Creek Road Sewer Extension
- Delran Community Park
- Municipal Road Program, multiple locations
- St. Mihiel Drive and Leon Ave Drainage Outfalls
- Traffic Calming, Grand Boulevard and Tenby Chase

Ewing, West Windsor, and Robbinsville Townships, Mercer County, NJ

- Multiple Roadway Rehabilitation projects (NJDOT Local Aid)
- Hamilton Township Municipal Stormwater Conveyance Reconstruction (emergency permit)

Franklin Township, Gloucester County, NJ

- Lacey Rae Drive Basin Mitigation

Haddonfield Borough, Camden County, NJ

- Crows Woods Fields Sports Complex
- Radnor Field

Kinder Morgan, Woodbridge, NJ

- EPEC Polymers, Former Nuodex Facility
- CPV Woodbridge Energy Center, Phase II

Manalapan Township, Monmouth County, NJ

- Municipal Road Program, multiple locations

Mercer County Parks Commission

- Basketball Court Reconstruction
- MCPC Turf Fields
- Concessions building and comfort station
- Tennis Court Reconstruction

Middletown Township, Monmouth County, NJ

- Veterans' Housing Facility

Princeton Township Public Schools, Mercer County, NJ

- Princeton High School Expansion and Drainage Improvements

Philadelphia Water Department

- Green Streets Program, multiple locations

Trenton City

- Assunpink Creek Park, multiple phases

ROLAND ERIC ROBINSON, PE, CME
SENIOR PROGRAM MANAGER



EDUCATION:

New Jersey Institute of Technology
B.S. Civil Engineering 1998

New Jersey Professional Engineer License No.
24GE04513200

Certified Municipal Engineer
N.J.M.E.I. Certification No.: CME 05-30

Municipal Engineer duties include: reviewing of major/minor subdivisions and site plans of residential and commercial developments for Municipal Zoning and Planning Boards for compliance with all Municipal standards, and preparation of reports thereof; preparation of feasibility studies and master plans; preparation of bond estimates; and overseeing of development projects during construction.

PROFESSIONAL AFFILIATIONS:

- American Society of Civil Engineers
 - Chi Epsilon, National Civil Engineering Honor Society
 - New Jersey Society of Municipal Engineers
-

EXPERIENCE:

Engineering experience: 26 years

GENERAL DESCRIPTION OF EXPERIENCE:

Duties include: design and preparation of engineering plans and specifications for Municipal, Private and State construction projects. These design projects include: construction and/or reconstruction of roadways; intersection and traffic signal improvements; intersection and traffic signal improvements; site plan layouts; sanitary sewer, storm sewer and potable water distribution system installation and improvements; and parks and recreation facilities.

Specific responsibilities relative to the above mentioned projects include: initial site feasibility studies for design; design of roadway layouts including grading, vertical and horizontal curves, cross sections, and earthwork calculations; traffic studies including data collection and analysis; analyzation of signalized and unsignalized intersections using HCS software; geometric intersection design in accordance with AASHTO standards; traffic signal design in accordance with MUTCD and NJDOT standards; warrant analyses in accordance with MUTCD; development of traffic control plans according to MUTCD; design of ADA compliant curb ramps; quantity calculations; preparation of construction cost estimates and scheduling; the design of storm drainage systems (TR-55 and Rational Methods); design of sanitary sewer systems (capacity analysis and line sizing); design of potable water systems; preparation of soil erosion and sediment control plans; culvert, hydrologic, and hydraulic analyses; and coordination, scheduling and filing of permit applications to County and State agencies. Duties also include construction administration for these projects, including shop drawing review and construction management.

MOHAMMED SIDHOUM, PH.D., BCEEM
SENIOR PROGRAM MANAGER



EDUCATION:

B.E Chemical & Cryogenic Engineering. Algerian Petroleum Institute 1978

MS, Chemical Engineering,
Stevens Institute of Technology, 1985 Ph.D., Chemical Engineering, Stevens Institute of Technology, 1988

Master of Technology Management, Howe School of Management, 2005

Board Certified Environmental Engineer

PROFESSIONAL AFFILIATIONS:

American Institute of Chemical Engineers New York
Academy of Sciences
American Academy of Environmental Engineers

GENERAL DESCRIPTION OF EXPERIENCE:

- Conducted a pilot study for PFAS removal from drinking water for a Municipality in New Jersey
- Trouble shooting of a 14 MGD Municipal potable water treatment plant in NJ
- Brought the plant operation from 50% to its full design capacity
- Conducted extensive testing (bench scale; pilot and test runs) to optimize plant operation
- Reduced drastically annual consumption of coagulant chemicals and lime
- Designed, constructed and operated a pilot unit demonstrating an additional 40% reduction in lime consumption
- Troubleshooting the operation of ultrafiltration hollow fiber filtration modules. Modified manufacturer's CIP procedure which resulted in restoring membrane modules performance.
- Design and procurement of UV disinfection systems for two wastewater treatment plants.
- Conceptual design of a membrane bioreactor and reverse osmosis system for the treatment of 100,000 GPD leachate with groundwater recharge of treated effluent.
- Troubleshoot root causes of drastic chlorate increase in process water. Directed the EPC for three innovative on-site chlorine dioxide generators and upgraded the water treatment system for the largest shrimp farming and processing plant in Honduras.

- Developed operating procedures for plant operators and supervisors at a 30 MGD wastewater treatment plant in North Africa.

- Field Project Manager and QA/QC Officer for the New Jersey Toxics Reduction Workplan sediments, water and Hydrodynamic monitoring for NY/NJ Harbor.

- Development of local limits of industrial discharges for POTWs

- Managed the revamping of a 50,000 GPD compact activated sludge wastewater treatment plant.

- Design of remediation treatment systems for contaminated sites (groundwater and soils)

- Design of leachate treatment systems through a combination of physical and biological systems

- Development of local limits for POTWs

- Design of remediation treatment systems for contaminated sites (groundwater and soils)

- Developed a new process and directed a pilot study at an Army Ammunition Production Plant for the biological treatment of process water contaminated with Perchlorate

- Destruction of energetic compounds (RDX, HMX, and TNT) in aqueous waste streams using zero valent iron followed by biological treatment

- Technology development and pilot demonstration unit for the destruction of the explosive RDX by alkaline hydrolysis followed by biological treatment.

- Developed a novel greywater biological treatment system under micro-gravity conditions for NASA interplanetary space missions

- Design of immobilized packed bed bioreactors for the removal of ammonia from wastewater.

EXPERIENCE:

Engineering experience: 46 years

EDWARD TRAINA, PE
SENIOR PROGRAM MANAGER



EDUCATION / CERTIFICATION:

Stevens Institute of Technology
B.E. Mechanical Engineering 1988

New Jersey Professional Engineer
License No. 38241

Pennsylvania Professional Engineer
License No. 61527

PROFESSIONAL AFFILIATIONS:

- Central NJ Water Environment Federation
 - American Society of Mechanical Engineers
-

GENERAL DESCRIPTION OF EXPERIENCE:

Mr. Traina has been involved in various stages of client and project management, conception, design, permitting, bidding and engineering services during construction for a wide variety of potable and wastewater projects and clients, including suburban and urban municipalities and Authorities.

Hydraulic, mechanical, and project design/management and construction engineering services of potable and non-potable water systems including storage, pumping facilities and treatment and distribution systems, and of sanitary and combined sewers systems, including collection systems and pumping facilities, and upgrades of, modifications to, and expansions of various treatment facilities.

Coordination with regulatory agencies, permit application preparation and submission and reception of applicable permits, including air pollution control, New Jersey Pollutant Discharge Elimination System, safe drinking water and treatment works applications to construct and operate. Application and coordination with various entities regarding project funding methods including the New Jersey Environmental Infrastructure Trust and United States Department of Agriculture.

Mr. Traina's experience includes client management for a number of water and/or sewer Authorities involving Commissioners Meeting attendance, project conceptualization and coordination, applications and presentations for local approval and coordination with other local, county and state level project stakeholders.

WASTEWATER PROJECTS:

Mr. Traina performed management, design, permitting, bid and construction phase engineering services for a wide variety of sanitary and combined sewerage systems including the rehabilitation of anaerobic digester and sludge storage tanks, replacement of digester

mixing systems, construction of sodium hypochlorite and dechlorination facilities, and was involved in the installation of 350 hp variable frequency drives, design of a plant-wide SCADA system, a NJPDES permit appeal and development of permit compliance reports. Mr. Traina also oversaw numerous design and construction projects for new sewage pump stations and the rehabilitation of or modifications to existing sewage stations ranging up to 50-mgd capacity including a 2.5 mgd, 125 psi sewage pump station involving extensive modeling for the re-use of a 90 year-old, 9000-foot long cast iron force main; the conversion of buried can-type sewage pump stations to submersible style stations; the replacement of large antiquated sewage pump stations with submersible stations; slip-lining of several thousand feet of deteriorated 54-inch concrete cylinder pipe under a railroad; extensive replacement and/or rehabilitation of existing large diameter combined sewers in an urban environment; the installation of 8 pump station bypass systems and the reconstruction of two beachside sewage pump stations in flood zones utilizing transportable and/or storm resistant structures, all utilizing a single interconnected force main; performance of inflow and infiltration studies; and various other facility and equipment upgrades and installations for a variety of clients.

WATER PROJECTS:

Mr. Traina has been involved in a variety of aspects of the management, design, permitting and construction of water system facilities for suburban and urban clients, including the design and construction of a 7-mgd potable water treatment plant and the subsequent 7-mgd expansion utilizing membrane filtration; rehabilitation and upgrade of water treatment plants ranging in size from less than 1 mgd to 14 mgd; a 10.4 mgd, 100 psi potable water pumping facility; 2-mg and 10-mg ground level and two 1-mg elevated storage tanks; rehabilitation of various elevated and ground level water tanks from 0.5 to 10-mg; and installation of new and replacement of existing treatment plant and distribution system-wide SCADA systems. Many distribution system improvements projects included extensive replacements of existing in-service water mains, some in State highways and City streets with many existing surrounding utilities and conflicts; directional drill and jack-and-bore installations; construction of interconnecting pressure control and bulk meter facilities located in City streets requiring extensive local authority and traffic control; chlorination facility rehabilitation; large diameter aqueduct studies and reviews of proposed crossings; and computer based water system modeling.

EXPERIENCE:

Engineering Experience: 35 years

MATTHEW R. ZWINGRAF, PE, CME, CFM
SENIOR PROGRAM MANAGER



EDUCATION:

Lafayette College
BA Engineering Studies, 2011

New Jersey Professional Engineer
License No. 24GE05628500

New Jersey Certified Floodplain Manager
Certification No. US-17-10139

New Jersey Society of Municipal Engineers
Certified Municipal Engineer No. 18-37

- NJDEP Stormwater Design Review Course, June 2021
 - ADA Curb Ramp Seminar
CAIT, Rutgers University, 2015 & 2021
 - OSHA 10-Hour Construction Safety and Certification, December 2014
-

GENERAL DESCRIPTION OF EXPERIENCE:

Experienced in the design, preparation and administration of public contracts for various Municipal, County, and State agencies. Municipal engineering experience includes the design of roadways, streetscapes, waterfront construction, recreation facilities, and municipal facilities.

Typical construction management tasks include leading meetings, resolving field issues, utility coordination, tracking construction quantities and interfacing between contractors, owners and residents.

Design experience for private clients includes the preparation of major site plans, subdivisions, stormwater management plans, sanitary sewer and water extensions, and soil erosion & sediment control plans.

Permitting experience includes the preparation and coordination of Planning Board applications, NJDEP Flood Hazard Area Applications, Treatment Works Approvals and Water Main Extension applications, and US Army Corps of Engineers permits.

Experienced in preparation and coordination of various grant/funding sources including NJDEP, NJDOT, FEMA, and CDBG.

EXPERIENCE:

Borough of Carteret, Middlesex County, NJ

- 2012 through 2021 Road Improvement Programs
- Waterfront Marina Phase I: Dredging and Bulkhead
- Waterfront Marina Phase II: Dock, Pier, and Wavescreen Construction
- Waterfront Marina Phase III: Upland Site Improvements
- New Jersey State Police Marine Barracks
- Improvements to the Intersection of Roosevelt Ave. (CR602) and Minue St.
- Industrial Highway and Middlesex Avenue LFIF Improvements
- Improvements to Cornell Park and Chrome Park

Borough of Keyport, Monmouth County, NJ

- 2014-2018 Road Improvement Programs
- Fireman's Park Boardwalk Reconstruction
- Waterfront Park Hurricane Sandy Reconstruction
- Beach Park Storm Sewer Outfall
- Main Street Skate Park Improvements
- Benjamin Terry & Veteran's Park Improvements

Miscellaneous Municipalities

- 10,000 Ton Salt Storage Facility, Monmouth County DPW, Freehold Township
 - Fire Training Facility, Monmouth County Fire Academy, Freehold Township
 - West Avenue Stormwater Relief Project, Old Bridge, Middlesex County, NJ
 - South Orange - Maplewood School District, Essex County, NJ
 - Private Site Development
 - Regency at Monroe (Toll Brothers)- Monroe, NJ
 - Pearl Pointe Redevelopment (Peron Development) Burlington City, NJ
 - 21 & 29 Washington Avenue Redevelopment (Kalian Companies), Carteret, NJ
 - Washington Lofts Redevelopment (Forte Real Estate), Carteret, NJ
-

ENGINEERING EXPERIENCE: 13 years

GOVERNMENT CLIENTS & REFERENCES



Government Clients

CME Associates currently provides, or has previously provided, Municipal and/or Consulting Engineering and Planning Services to the following Governmental Entities.

- Aberdeen
- Atlantic City
- Atlantic County Utilities Authority
- Atlantic Highlands
- Avalon
- Barnegat
- Bass River
- Bayonne
- Bayshore Regional Sewerage Authority
- Beach Haven
- Beachwood
- Beachwood Sewerage Authority
- Belleville
- Bergen County
- Bergen County Housing Authority
- Bergen County Utilities Authority
- Bergenfield
- Berkeley
- Berkeley Township Municipal Utilities Authority
- Berlin
- Bloomfield
- Bloomingdale
- Bordentown
- Bradley Beach
- Brick
- Brick Township Municipal Utilities Authority
- Bridgeton
- Brigantine
- Burlington
- Burlington County
- Burlington County Bridge Commission
- Burlington County Department of Parks
- Camden Community Partnership
- Camden
- Camden County
- Cape May County
- Carteret
- Carteret Port Authority
- Carteret Redevelopment Agency
- Cranford
- Cumberland County
- Cumberland County Improvement Authority
- Cumberland County Utilities Authority
- Delran
- Deptford
- Deptford Township Municipal Utilities Authority
- Dover
- Dumont
- Dunellen
- East Brunswick
- East Brunswick Utilities Department
- East Greenwich
- East Newark
- East Newark - Board of Education
- East Orange
- East Orange Water Commission
- Edgewater
- Edgewater Park
- Edison
- Elizabeth
- Englewood
- Essex County
- Essex County Improvement Authority
- Estell Manor
- Evesham
- Fair Haven
- Fair Lawn
- Fairfield
- Fanwood
- Flemington
- Florence
- Franklin (Gloucester County)
- Franklin (Somerset County)
- Franklin Township Sewerage Authority
- Freehold (Borough)
- Freehold (Township)
- Galloway

Government Clients

CME Associates currently provides, or has previously provided, Municipal and/or Consulting Engineering and Planning Services to the following Governmental Entities.

- Gloucester
- Gloucester County
- Gloucester County Health Department
- Gloucester County Improvement Authority
- Gloucester County Utilities Authority
- Haddon
- Haddon Heights
- Hamilton
- Hamilton Bureau of Water Pollution Control
- Hazlet
- Hazlet Township Sewerage Authority
- Highland Park
- Highlands
- Hillsborough
- Holmdel
- Howell
- Howell Municipal Utilities Authority
- Hudson County
- Irvington
- Jackson
- Jersey City
- Jersey City Redevelopment Agency
- Jersey City Municipal Utilities Authority
- Joint Meeting of Essex & Union Counties
- Keansburg
- Keyport
- Lacey
- Lake Como
- Lakewood
- Lakewood Municipal Utilities Authority
- Lavallette
- Linden
- Little Falls
- Lumberton
- Long Branch
- Manalapan
- Manasquan
- Mantua
- Maple Shade
- Maplewood
- Marlboro
- Marlboro Water Utility Division
- Matawan
- Mercer County
- Mercer County Park Commission
- Metuchen
- Middle
- Middlesex County
- Middlesex County Improvement Authority
- Middlesex County Utility Authority
- Millburn
- Millstone
- Milltown
- Millville
- Monmouth County
- Monmouth Beach
- Monroe (Middlesex County)
- Montclair
- Morristown
- Mount Holly
- Mount Laurel
- Neptune (Township)
- Neptune Township Sewerage Authority
- Newark
- New Brunswick
- New Jersey
- New Jersey Department of Transportation
- New Jersey Meadowlands Commission
- New Jersey Turnpike Authority –
(Turnpike and Garden State Parkway Divisions)
- New Jersey Rate Payer Advocate
- North Brunswick
- Ocean County
- Ocean

Government Clients

CME Associates currently provides, or has previously provided, Municipal and/or Consulting Engineering and Planning Services to the following Governmental Entities.

- Ocean Township Sewerage Authority
- Old Bridge
- Old Bridge Municipal Utilities Authority
- Palmyra
- Paulsboro
- Pemberton
- Pemberton Township Municipal Utilities Authority
- Perth Amboy
- Plainfield
- Plainfield Municipal Utilities Authority
- Plainsboro
- Pleasantville
- Piscataway
- Point Pleasant Beach
- Point Pleasant - Board of Education
- Point Pleasant (Borough)
- Rahway
- Rahway Valley Sewerage Authority
- Red Bank
- Riverside
- Roselle
- Roselle Public School District
- Rumson
- Salem County
- Salem County Pollution Control Finance Authority
- Sayreville
- Sayreville Board of Education
- Seaside Park
- SERA – Sayreville Economic Redevelopment Agency
- Scotch Plains
- Somerset
- South Amboy
- South Amboy Redevelopment Agency
- Southampton
- South Bound Brook
- South Brunswick
- South Monmouth Regional Sewerage Authority
- South Plainfield
- South River
- Spotswood
- Stafford
- State of New Jersey Rater Payer Advocate
- Summit
- Sussex
- Tinton Falls
- Toms River
- Trenton
- Union Township
- Union, County
- Union County Improvement Authority
- Union County Utilities Authority
- Upper Freehold
- Voorhees
- Wall
- Watchung
- Waterford
- West New York
- West Orange
- Westampton
- Western Monmouth Utilities Authority
- Wildwood
- Wildwood Crest
- Willingboro
- Winslow
- Winslow Township School Board
- Woodbridge
- Woodland Park
- Wrightstown

References

CME Associates currently provides, or has previously provided, Municipal and/or Consulting Engineering and Planning Services to the following Governmental Entities.

ABERDEEN

Bryan A. Russell, QPA & Township Manager
P. 732.583.4200

ATLANTIC COUNTY

Douglas DiMeo, PE & County Engineer
P. 609.645.5898

ATLANTIC HIGHLANDS

Robert Ferragina, Chief Executive Officer
P. 732.291.1444 ext. 3101

BARNEGAT

Martin Lisella, Township Administrator
P. 609.698.0080

BAYONNE

James Davis, Mayor
P. 201.858.6010

BERGEN COUNTY

Joseph A. Femia, PE, Director & County Engineer
P. 201.336.6808

BERGEN COUNTY (NORTHWEST) UTILITIES AUTHORITY

Robert E. Laux, Executive Director
P. 201.807.5801

BERKELEY TOWNSHIP MUA

Michele Nugent, Executive Director
P. 732.237.0100

BRADLEY BEACH

Meredith DeMarco, Acting Borough Administrator
P. 732.776.2999 ext.1012

BRICK

Joanne Bergin, Business Administrator
P. 732.262.1040

BURLINGTON COUNTY

Joseph Brickley, PE, County Engineer & Director of Public Works
P. 856.642.3700

BURLINGTON COUNTY BRIDGE COMMISSION

Joseph Andl, Executive Director
P. 856.829.1900

BURLINGTON COUNTY DEPARTMENT OF PARKS

Matt Johnson, Coordinator of Open Space Acquisition and Park Development
P. 856.642.3850

CAMDEN

Vic Carstarphen, Mayor
P. 856.757.7200

CAMDEN COMMUNITY PARTNERSHIP

Joseph Meyers, Chief Operating Officer
P. 856.912.1018

CAMDEN COUNTY

James Winckowski, PE & County Engineer
P. 856.566.2971

CAMDEN COUNTY MUA

Oleg Zonis, Director of Engineering
P. 856.583.1222

CARTERET

Daniel J. Reiman, Mayor
P. 732.541.3800

CUMBERLAND COUNTY IMPROVEMENT AUTHORITY

Gerard Velazquez III, President & CEO
P. 856.825.3700

DELRAN

Gary Catambrone, Mayor
P. 609.800.4279
Joseph Bellina, Business Administrator
P. 856.461.7734

DEPTFORD

Donald Banks, Director of Community Development
P. 856.686.2218

DEPTFORD TOWNSHIP MUA

Michael Cusick, Executive Director
P. 856.415.1111

DOVER

James P. Dodd, Mayor
P. 973.366.2200 ext. 1144

References

CME Associates currently provides, or has previously provided, Municipal and/or Consulting Engineering and Planning Services to the following Governmental Entities.

DUNELLEN

Jason Cilento, Mayor
P. 732.968.3033

EAST BRUNSWICK

Joseph Criscuolo, Business Administrator
P. 732.390.6810

EAST GREENWICH

Dale Archer, Mayor
P. 856.423.0654

EDGEWATER

Gregory Franz, Administrator
P. 201.943.1700

EDISON

Sonia Alves-Viveiros, Business Administrator
P. 732.248.7298

ELIZABETH

Steven Rinaldi, Supervising Engineer
P. 908.820.4278

ESSEX COUNTY - DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS

Daniel K. Salvante, Director
P. 973.268.3517

EVESHAM

Kevin Rijs, Director of Community Development
P. 856.983.2914

FAIRFIELD

Mike Burden, Township Administrator
P. 856.451.9284

FANWOOD

Colleen Mahr, Mayor
P. 201.288.2600

FRANKLIN (GLOUCESTER CO)

Matthew Finley, Township Administrator
P. 856.694.1234

FRANKLIN (SOMERSET CO)

Robert Vornlocker, Township Manager
P. 732.873.2500

FRANKLIN TOWNSHIP SEWERAGE AUTHORITY

Joseph Danielsens, Executive Director
P. 732.873.2121

FREEHOLD

Stephen Gallo, Business Administrator & Special Projects
Manager
P. 732.462.4200

GALLOWAY

Anthony Coppola Jr., Mayor
P. 609.652.3700

GLOUCESTER COUNTY

Barry C. Beckett, PE & County Engineer
P. 856.307.6600

GLOUCESTER COUNTY HEALTH DEPARTMENT

Matthew Olejarski, Principal REHS
P. 856.218.4170

GLOUCESTER COUNTY IMPROVEMENT AUTHORITY

George Strachan, Executive Director
P. 856.825.3700

GLOUCESTER COUNTY UTILITIES AUTHORITY

John Vinci Sr., Executive Director
P. 856.423.3500

HAMILTON (MERCER CO)

Fred B. Dumont, Director of Community and Economic De-
velopment
P. 609.890.3627

HAZLET

Robert A. Bengivenga Jr., Administrator
P. 732.264.1700

HIGHLAND PARK

Teri Jover, Borough Administrator
P. 732.819.3789

HIGHLANDS

Michael Muscillo, Borough Administrator
P. 732.872.1224

HILLSBOROUGH

Anthony Ferrera, Administrator & Clerk
P. 908.369.4313

References

CME Associates currently provides, or has previously provided, Municipal and/or Consulting Engineering and Planning Services to the following Governmental Entities.

HOLMDEL

Jay Delaney, Township Administrator
P. 732.946.2820

HOWELL

Joe Clark, Interim Manager
P. 732.938.4500

JERSEY CITY MUNICIPAL UTILITIES AUTHORITY

Jose R. Cunha, PE & Executive Director
P. 201.432.1150

JOINT MEETING OF ESSEX AND UNION COUNTIES

Hanifa Johnson, Executive Director
P. 732.353.1313

KEYPORT

Kimberly Humphrey, Borough Administrator
P. 732.739.5123

LAKE COMO

Andrew Huisman, Borough Administrator
P. 732.681.3232

LAKEWOOD TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

Justin Flancbaum, Executive Director
P. 732.363.4422

LINDEN-ROSELLE SEWERAGE AUTHORITY

Jeffrey Williams, Executive Director
P. 908.862.7100

LONG BRANCH

Charles F. Shirley, Business Administrator
P. 732.571.5645

MANASQUAN RIVER REGIONAL SEWERAGE AUTHORITY

Brian J. Brach, PE & Executive Director
P. 732.431.8185

MANALAPAN

Tara L. Lovrich, Township Administrator
P. 732.446.8308

MAPLE SHADE

Susan Danson, QPA & Township Manager
P. 856.779.9610

MAPLEWOOD

Paul J. Kittner, PE & Township Engineer
P. 973.762.8120

MARLBORO

Jonathan Capp, Business Administrator
P. 732.536.0200

MATAWAN

Joseph Altomonte, Mator
P. 732.566.3898 ext. 605

MERCER COUNTY IMPROVEMENT AUTHORITY

Allan C. Collins, Deputy Executive Director
P. 609.278.8100

MERCER COUNTY PARK COMMISSION

Aaron Watson, Executive Director
P. 609.303.0700

METUCHEN

Jonathan Busch, Mayor
P. 732.632.8540

Melissa Perilstein, Borough Administrator
P. 732.632.8509

MIDDLESEX COUNTY

Ronald Sendner, PE & County Engineer
P. 732.745.3283

MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

H. James Polos, Executive Director
P. 609.655.5141

MIDDLESEX COUNTY UTILITIES AUTHORITY

Joe Cryan, Executive Director
P. 732.721.3800

MIDDLETOWN

Anthony Mercantante, Township Administrator
P. 732.615.2010

Ted Maloney, Township Engineer
P. 732.615.2110

MILLTOWN

George Murray, Mayor
P. 732.828.2100 ext. 160

References

CME Associates currently provides, or has previously provided, Municipal and/or Consulting Engineering and Planning Services to the following Governmental Entities.

MONMOUTH COUNTY

Joseph Ettore, PE & County Engineer
P. 732.431.7760

MONROE

Stephen Dalina, Mayor
P. 732.521.4400

MOUNT LAUREL

Meredith Riculfy, Municipal Clerk & Township Manager
P. 856.234.0001

NEPTUNE TOWNSHIP

Gina LaPlaca, Business Administrator
P. 732.988.5200 ext. 232

NEW JERSEY TURNPIKE AUTHORITY

Daniel L. Hesslein, Acting Chief Engineer
P. 732.442.8600

NJDOT - DESIGN ASSISTANCE PROGRAM

Julie Seaman, Program Manager
P. 609.963.2004

NORTH BRUNSWICK

Francis "Mac" Womack, Mayor
P. 732.247.0922

OCEAN TOWNSHIP

Dave Brown, Township Manager
P. 732.531.500 ext. 3310

OCEAN SEWERAGE AUTHORITY

Tim Shea, Executive Director
P. 732.531.2213

OLD BRIDGE

Nicole Shapiro, PE, Township Engineer & Director of Community Development
P. 732.721.5600 ext. 7906

Anahita Feltz, Business Administrator
P. 732.721.5600 ext. 7902

OLD BRIDGE MUNICIPAL UTILITIES AUTHORITY

Michael Roy, PE, Executive Director & Authority Engineer
P. 732.566.2534

PALMYRA

John Gural, CPM & Borough Administrator
P. 856.829.6100 ext. 125

PARSIPPANY-TROY HILLS SEWER UTILITY

Joseph Beckmeyer, Sewer Superintendent & Engineering Consultant
P. 973.428.7593

PISCATAWAY

Brian C. Wahler, Mayor
P. 732.562.2300

PLAINFIELD

Zenobia L. Fields, Director of Economic Development
P. 908.753.3664

PLAINSBORO

Peter Cantu, Mayor
P. 609.799.0909

PLEASANTVILLE

Judy M. Ward, Mayor
P. 609.484.3603

POINT PLEASANT BOROUGH

Robert A. Sabosik, Mayor
P. 732.892.3434

RAHWAY

Raymond A. Giacobbe, Mayor
P. 732.827.2004

RED BANK

James Gant, Borough Manager
P. 732-530-2748

SAYREVILLE

Glenn Skarzynski, Business Administrator
P. 732.390.7071

SAYREVILLE BOARD OF EDUCATION

Erin Hill, Business Administrator
P. 732.525.5204

SEASIDE PARK

John A. Peterson Jr, Mayor
P. 732.793.3700
Karen Kroon, Administrator
P. 732.793.3700

References

CME Associates currently provides, or has previously provided, Municipal and/or Consulting Engineering and Planning Services to the following Governmental Entities.

SOMERSET COUNTY

Matthew D. Loper, PE & County Engineer
P. 908.231.7024

SOUTH AMBOY

Fred A. Henry, Mayor
P. 732.727.4200

SOUTH BOUND BROOK

Christina Fischer, Administrator
P. 732.356.0258 ext. 111

SOUTH BRUNSWICK

Bryan Bidlack, Township Manager
P. 732.329.4000 ext. 7300

SOUTH MONMOUTH REGIONAL SEWERAGE AUTHORITY

Ryan Krause, Executive Director
P. 732.681.0611

SOUTH PLAINFIELD

Glenn Cullen, Administrator & CFO
P. 908.226.7602

SOUTH RIVER

Peter Guindi, Mayor
P. 732.803.9157

TOMS RIVER

John Salonis, Business Administrator
John M. Mele, PE, Township Engineer
P. 732.341.1000

UNION COUNTY UTILITIES AUTHORITY

Linda D. Stender, Acting Executive Director
P. 732.382.9400

UPPER

Gary Demarzo, Township Administrator
P. 609.628.2011

VINELAND

David J. Maillet, PE & City Engineer
P. 856.794.4000 ext. 4098

VOORHEES

Steven Steglik, Township Administrator
P. 856.429.7174
Mario DiNatale, Community & Economic Development
P. 856.882.5263

VOORHEES ENVIRONMENTAL COMMISSION

Edward Hale, Chairman
P. 856.429.7757

WALL

Jeffry Bertrand, Township Administrator
P. 732.449.8444

WATCHUNG

Ronald Jubin, Mayor
P. 908.756.0080

WESTAMPTON

Wendy Gibson, Township Administrator
P. 609.267.1891 ext. 6

WESTERN MONMOUTH UTILITIES AUTHORITY

Brian J. Valentino, Chief Executive Officer
P. 732.446.9300

WILDWOOD

Lisa A. Brown, City Clerk
P. 609.522.2444

WILLINGBORO

Dwayne Harris, Township Manager
P. 609.877.2200

WINSLOW

Joseph Gallagher, Township Administrator
P. 609.567.0700

WINSLOW BOARD OF EDUCATION

Tyra McCoy-Boyle, Business Administrator
P. 856.767.2850 ext. 7501

WOODBRIIDGE

John E. McCormac, Mayor
P. 732.634.4500

AWARDS



AWARDS

NJ SOCIETY OF MUNICIPAL ENGINEERS

CME Associates is dedicated to providing quality project solutions for its clients, and has been recognized by the *New Jersey Society of Municipal Engineers* at its Annual Awards Presentation for a number of projects as follows:

2022

Township of Holmdel
Holmdel Firehouse

City of Bayonne
Improvements to Frances G Fitzpatrick Park

Borough of Highland Park
Highland Park Synthetic Turf and Track Resurfacing

2021

Township of Franklin
Construction of the Franklin Township Youth Center

Township of Woodbridge
Cypress Park

2020

Borough of Sayreville
Management of a Green Energy Solution aka
Sayreville Solar Project

Township of Marlboro
Harbor Road Water Treatment Plant

Borough of Carteret
Construction of the Carteret Municipal Marina
Phase II & III

City of Bayonne
Improvements to Dennis Collins Park

Township of Aberdeen
Failing Septic System Eliminated in Aberdeen

2019

Township of Aberdeen
Raritan Bay Asphalt Trail

Borough of Highlands
Improvements to Valee Street

Township of Brick
Improvements to Bernie Cooke Park

County of Union
Trailside Nature and Science Center at Watchung
Reservation

2018

Township of Lacey
Reconstruction of Bayfront Park

City of Bayonne
Improvements to Richard Korpi Ice Rink

City of Rahway
Improvements to the Rahway Water Treatment Plant

2017

Township of Brick
Facilities Improvement Project

Borough of Sayreville
Sayreville's Choice for Water for the New Generation

The Reconstruction of Veterans Field
Borough of Edgewater

Firehouse Management Project
Borough of South River

2016

Borough of Milltown
Electrical Substation Construction

Town of West New York
Improvements to Veterans Park

Township of Piscataway
Department of Public Works Vehicle Canopy Project

2015

Township of Woodbridge
Avenel Street Improvements

Township of Marlboro
Tennent Road Water Treatment Plant

Township of Delran
Delran Community Park

Township of Manalapan
Splash Pad and Comfort Building

2014

Township of Evesham
Diamonds at Arrowhead Park

County of Middlesex
Intersection of Bordentown Ave. and Ernston Rd.

AWARDS

NEW JERSEY ALLIANCE FOR ACTION

2023 Distinguished Engineering Awards

The Awards Program honors a truly special circle of Garden State engineering projects that have a significant and extraordinary impact on the state's economy and environment. CME Associates received awards for 2 such projects. The Improvements to Long Branch Avenue in the City of Long Branch also the Francis G. Fitzpatrick Park Improvements located in the City of Bayonne.

AMERICAN COUNCIL OF ENGINEERING COMPANIES – NEW JERSEY (ACECNJ)

2024 Engineering Excellence Awards

The ACECNJ Engineering Awards recognizes engineering firms for projects that demonstrate an exceptional degree of innovation, complexity, achievement and value. CME Associates was recognized with a Distinguished Award for the design and construction of the Francis G. Fitzpatrick Park Improvements located in the City of Bayonne.

RECREATION FACILITY AWARDS

CME Associates has been recognized by various park and recreational organizations for excellence in design.

NEW JERSEY RECREATION AND PARK ASSOCIATION

2021 EXCELLENCE IN DESIGN AWARD

CME Associates was awarded the Excellence in Design Award for the Improvements to Bayside Park, located in Brick, New Jersey

2021 EXCELLENCE IN DESIGN AWARD

CME Associates was awarded the Excellence in Design Award for the Improvements to Cypress Park, located in Woodbridge, New Jersey

2020 EXCELLENCE IN DESIGN AWARD

CME Associates received the Excellence in Design Award for the Improvements to Bernie Cooke Park, located in Brick, New Jersey

2019 EXCELLENCE IN DESIGN AWARD

CME Associates received the Excellence in Design Award for Trailside Nature and Science Center at Watchung Reservation, located in the County of Union

2018 EXCELLENCE IN DESIGN AWARD

CME Associates received the Excellence in Design Award for Bay Front Park, located in Lacey Township , NJ

2018 EXCELLENCE IN DESIGN AWARD

CME Associates received the Excellence in Design Award for Veterans Park, located in Edgewater, NJ

2018 EXCELLENCE IN DESIGN AWARD

CME Associates received the Excellence in Design Award for Cedar Grove Park, Essex County's newest county park located in Cedar Grove, NJ

2015 EXCELLENCE IN DESIGN AWARD

CME Associates received the Excellence in Design Award for Diamonds at Arrowhead Park, located in Evesham Township, NJ.

The Robert B. Kinsey Memorial Award is given each year by the NJ Recreation and Park Association at their Annual Conference in recognition of Design Excellence.

FORMS



TOWNSHIP OF WEST ORANGE

CHECKLIST

PROFESSIONAL SERVICE TITLE: Municipal Engineering Services

SUBMISSION DATE: December 03, 2024 at 1:00PM.

The following items are required to be **included** with the sealed submission:

- Qualification Statement
- Non-Collusion Affidavit
- Statement of Ownership Disclosure
- Insurance Requirement Acknowledgement Form
- Mandatory Equal Employment Opportunity Notice Acknowledgement
- Copy of your Business Registration Certificate as issued by the
State of New Jersey, Department of Treasury, Division of Revenue
- Acknowledgement of Corrections, Additions or Deletions Form
- Non- Conflict of Interest Declaration
- Political Disclosure Certification
- Iranian Disclosure Statement
- Russia-Belarus Certification
- Americans with Disabilities Act of 1990

Reminder: Please submit one (1) original and one (1) additional copy must be on a USB stick/flash drive/external hard drive. If a company has multiple services, a separate Qualification packet for each service should be submitted.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	CONSULTING AND MUNICIPAL ENGINEERS LLC
Trade Name:	
Address:	1460 ROUTE 9 SOUTH HOWELL, NJ 07731
Certificate Number:	2786089
Effective Date:	October 31, 2022
Date of Issuance:	January 03, 2023

For Office Use Only:

20230103100839074

(REVISED 4/10)

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.

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.**

TOWNSHIP OF WEST ORANGE

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:

Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or

A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or

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:

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

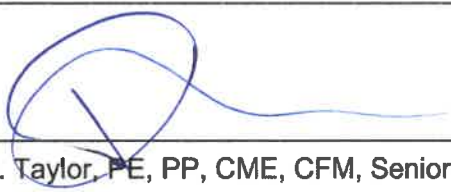
Yes _____ (If yes, submit a copy of such approval.) No ✓.

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

Yes ✓ (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:NAME: CME Associates

SIGNATURE & TITLE: 
Trevor J. Taylor, PE, PP, CME, CFM, Senior Vice President

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 the time frame stipulated.

Certification 1818

**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-FEB-2023** to **15-FEB-2026**

**CME ASSOCIATES
1460 ROUTE 9, SOUTH
HOWELL**

NJ 07731 1194



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

AFFIDAVIT OF NON-COLLUSION

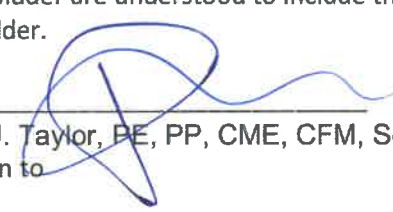
The undersigned bidder of full age, being duly sworn according to law depose and hereby specifically certifies that:

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.

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.

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.

(Signature) 
Trevor J. Taylor, PE, PP, CME, CFM, Senior VP
Subscribed and sworn to

Before me this day 3rd December of 20 24

AFFIANT 

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 _____

PEGGY VIGGIANO
Notary Public, State of New Jersey
Commission # 50174964
My Commission Expires October 19, 2026

INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM

Certificate(s) of Insurance shall be filed with the Municipal Clerk's Office upon award of contract by the Mayor and Township Council.

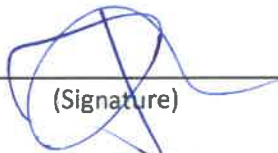
The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

PROFESSIONAL LIABILITY INSURANCE

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

Acknowledgement of Insurance Requirement:

CME Associates


(Signature)

December 3, 2024

(Date)

Trevor J. Taylor, PE, PP, CME, CFM, Senior VP

(Printed Name and Title)

This form must be completed, signed and returned with RFQ.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
07/10/2024

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

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

PRODUCER
Willis Towers Watson Insurance Services West, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 37205191 USA

CONTACT WTW Certificate Center
NAME:
PHONE 1-877-945-7378 **FAX** 1-888-467-2378
(A/C, No, Ext):
E-MAIL certificates@wtwco.com
ADDRESS:

INSURED
Consulting and Municipal Engineers LLC (CME Associates)
3141 Bordentown Avenue
Parlin, NJ 08859

INSURER(S) AFFORDING COVERAGE
INSURER A: Liberty Mutual Fire Insurance Company **NAIC #** 23035
INSURER B: Liberty Insurance Corporation 42404
INSURER C: American Guarantee and Liability Insurance 26247
INSURER D: Allied World Surplus Lines Insurance Compa 24319
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER: W34270360

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (USD, Y/N)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 2,000,000
	CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
		Y Y	TB2-641-446161-053	12/31/2023	12/31/2024	MED EXP (Any one person) \$ 25,000
						PERSONAL & ADV INJURY \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						
	☒ POLICY ☐ PRO-JECT ☐ LOC					GENERAL AGGREGATE \$ 4,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$ 4,000,000
B	☒ AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY	Y Y	AS7-641-446161-043	12/31/2023	12/31/2024	BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB					EACH OCCURRENCE \$ 10,000,000
	☒ EXCESS LIAB		AUC 8344746-00	12/31/2023	12/31/2024	AGGREGATE \$ 10,000,000
	DED RETENTION \$					
	CLAIMS-MADE					
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N No	WC7-641-446161-063	12/31/2023	12/31/2024	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A Y				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	☒ Professional Liab incl Pollution		0313-8987	07/01/2023	12/31/2024	Each Claim Limit \$5,000,000
						Policy Aggregate \$5,000,000

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

The Certificate Holder included as an Additional Insured as respects to General Liability and Auto Liability. The General Liability and Auto Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by The Certificate Holder. Waiver of Subrogation applies in favor of The Certificate Holder with respects to General Liability, Auto Liability, and Workers Comp, as permitted by law.

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance

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

AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.

NON-CONFLICT OF INTEREST CERTIFICATION

REQUEST FOR QUALIFICATIONS

FOR

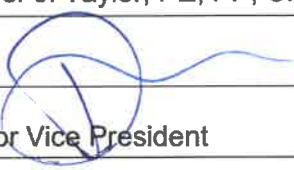
Municipal Engineering Services

(Title of RFQ)

The undersigned certifies to the Township of West Orange, County of Essex, State of New Jersey that in performing services to the Township he/she is aware of no circumstance that would constitute a conflict of interest, financial or otherwise, between him/her (or his/her firm) and the interests of the Township. The undersigned certifies that he/she has made a search of his/her firm's client base and has executed this certification subsequent to such search. The undersigned acknowledges this a continuing certification, and shall remain in effect for the term of the services contained in the solicited request for qualifications. I certify that the foregoing statements made by me are true and accurate to my personal knowledge; I am making this certification in good faith. I am aware that if any of the foregoing statements made by me are false, the Board is free to terminate any professional service agreement entered into with the undersigned and/or his or her firm.

Certifying Official:

PRINT NAME: Trevor J. Taylor, PE, PP, CME, CFM

SIGNED BY:  _____

TITLE: Senior Vice President

DATE: December 3, 2024

TOWNSHIP OF WEST ORANGE, NEW JERSEY

Professional Service Contract
Qualification and Costs Submission Form

Note: A separate resume can be attached.

1. Please provide the name and address of Names and roles of the individuals who will perform the services and description of their education, municipal experience and experience with projects similar to the services contained herein including their education, degrees and certifications.

Trevor J. Taylor, PE, PP, CME, CFM, Senior Vice President

Please refer to his resumes in Section 3 "Resumes of Key Staff" in our qualification package.

2. References and record of success of same or similar service.

Please refer to Section 4 "Government Clients/References" in our Qualification Package.

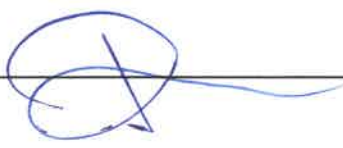
3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff.

CME Associates has the staff and possesses the resources, experience and expertise to, including seven (7) offices in New Jersey, necessary to successfully represent the Township in a professional, efficient and timely manner.

4. Cost details, including the hourly rates of each of the individuals who will perform services, and all expenses:

Please refer to Section 7 "Cost Proposal" of our Qualification Package for our hourly rates.

Authorized Representative Trevor J. Taylor, PE, PP, Senior VP (print name)

Authorized Representative  (signature)

Telephone # 732-462-7400

FAX # 732-409-0756

Chapter 271 - Contribution Disclosure

CONTRIBUTOR	CONTRIBUTION TO	DATE	AMOUNT
D J Samuel	Tammy Murphy for Senate	02/06/24	500.00
D J Samuel	Middlesex County Republican Women's Club	02/14/24	200.00
D J Samuel	CTE Mundell for Mayor	05/21/24	500.00
D J Samuel	New Jersey Young Democrats	07/10/24	500.00
G R Valesi	Tammy Murphy for Senate	12/21/23	5,000.00
G R Valesi	Continued Progress	01/22/24	500.00
G R Valesi	Steve Sweeney for Governor	02/12/24	4,900.00
G R Valesi	EFO Troy Singleton for Senate	02/12/24	500.00
G R Valesi	LINCOLN DAY COMMITTEE	02/27/24	400.00
G R Valesi	Gopal for Senate	03/20/24	300.00
G R Valesi	EFO Robert W. Singer for NJ Senate	07/14/24	800.00
G R Valesi	Curtiss Bashaw for US Senate	08/09/24	3,300.00
J B Cornell	Middlesex County Republican Women's Club	02/14/24	200.00
J B Cornell	CTE Mundell for Mayor	02/21/24	1,000.00
J B Cornell	CTE Mundell for Mayor	04/08/24	1,000.00
J B Cornell	Steve Sweeney for Governor	04/18/24	4,900.00
M J McClelland	Greenstein for Senate	12/12/23	1,000.00
M J McClelland	Bramnick for Governor	06/03/24	500.00
M J McClelland	New Jersey Young Democrats	07/10/24	500.00
Trilon	CTRE Annibal Ramos, JR.	07/16/24	2,000.00
Trilon	EFO Robert W. Singer for NJ Senate	07/16/24	5,200.00
Trilon	Cryan for Senate	07/25/24	1,500.00
Trilon	CTE Mundell for Mayor	08/09/24	2,500.00
Trilon	Ocean County Republican Chairman's PAC	08/15/24	3,000.00
Trilon	Friends of Michael Testa for Senate	08/15/24	2,500.00
Trilon	Belleville Victory 2026	08/23/24	300.00
Trilon	Middlesex County Young Democrats	08/29/24	500.00
Trilon	MCFDW	09/09/24	500.00
Trilon	Next Generation Leaders	09/09/24	1,000.00
Trilon	CTE Patrick Diegnan for Senate	09/13/24	750.00
Trilon	Friends of Michael Testa for Senate	09/13/24	2,500.00
Trilon	CTE Mundell for Mayor	10/03/24	1,000.00
Trilon	Community Action Guild	10/07/24	5,000.00
Trilon	Luciano for Commissioner	10/10/24	300.00
Trilon	Cryan for Senate	10/10/24	1,000.00
Trilon	Cornerstone PAC	10/18/24	1,200.00
Trilon	Ciattarelli for Governor	10/18/24	1,000.00
Trilon	EFO Bob Smith for Senate	10/18/24	2,600.00
Trilon	Ocean County Conservative PAC	10/24/24	3,000.00
Trilon	Ocean County Republican Chairman's PAC	10/24/24	3,000.00
Trilon	SOC-R PAC	10/24/24	3,000.00
Waggoner	Burzychelli for Senate	11/14/23	1,000.00
Waggoner	Denise King for Senate	11/14/23	400.00
Waggoner	Luciano for Commissioner	11/30/23	300.00
Waggoner	Melham For Belleville 2026	11/30/23	500.00

Chapter 271 - Contribution Disclosure

CONTRIBUTOR	CONTRIBUTION TO	DATE	AMOUNT
Waggoner	Burlington County Democratic Organization	01/11/24	5,000.00
Waggoner	Essex County Democratic Committee	02/06/24	2,500.00
Waggoner	Burlington County Federation Of Democratic Women	02/13/24	2,500.00
Waggoner	Ocean County Conservative Republican Orgsnization	02/13/24	2,500.00
Waggoner	Ocean County Republican Chairman's PAC	02/13/24	2,500.00
Waggoner	PRG PAC	02/13/24	2,500.00
Waggoner	Cryan for Senate	02/13/24	1,000.00
Waggoner	Good Government PAC	02/20/24	2,500.00
Waggoner	SOC-R PAC	02/20/24	2,500.00
Waggoner	EFO Douglas Adams	03/26/24	1,000.00
Waggoner	CTE Mundell for Mayor	03/26/24	2,500.00
Waggoner	Cmte to Re-Elect Annbal Ramos Jr.	03/26/24	2,000.00
Waggoner	Sweeney for Governor	03/26/24	4,900.00
Waggoner	Amato for Senate	04/16/24	1,000.00
Waggoner	Middlesex County Young Democrats	05/01/24	500.00
Waggoner	Melham For Belleville 2026	05/13/24	300.00
Waggoner	Ocean County Conservative PAC	05/13/24	4,000.00
Waggoner	Ocean County Republican Chairman's PAC	05/13/24	4,000.00
Waggoner	SOC-R PAC	05/13/24	4,000.00
Waggoner	Ciatterelli for Governor	05/13/24	1,000.00
Waggoner	Scutari for Senate	05/13/24	5,200.00
Waggoner	CTE Patrick Diegnan for Senate	05/21/24	750.00
Waggoner	Tammy Williams 4 West Orange	05/30/24	500.00
Waggoner	Ocean County Strong	05/30/24	2,500.00
Waggoner	Greenstein for Senate	05/30/24	1,250.00
Waggoner	Lagana for Senate	05/30/24	1,250.00
Waggoner	EFO Troy Singleton for Senate	05/30/24	750.00
Waggoner	Bob Smith for Senate	05/30/24	2,500.00
Waggoner	Owen Henry for Senate	06/05/24	500.00
Waggoner	Prosperity Rising NJ Inc	06/16/24	5,000.00
Waggoner	Brick Progress	07/08/24	5,000.00
Waggoner	Citizens for Good Government	07/08/24	1,200.00
Waggoner	Gopal for Senate	07/08/24	5,200.00
Waggoner	Polistina for Senate	07/08/24	1,000.00

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26**

County Name: Essex

State: Governor

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

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

County:

County Commissioners

County Clerk

Sheriff

County Executive

Surrogate Registrar of Deeds

Municipalities (Mayor and members of governing body, regardless of title):

Belleville Township

Bloomfield Township

Caldwell Borough

Cedar Grove Township

East Orange City

Essex Fells Township

Fairfield Township

Glen Ridge Borough

Irvington Township

Livingston Township

Maplewood Township

Millburn Township

Montclair Township

Newark City

North Caldwell Borough

Nutley Township

Orange City

Roseland Borough

South Orange Village

Verona Township

West Caldwell Township

West Orange Township

Boards of Education (Members of the Board):

Belleville Town

Bloomfield Township

Caldwell-West Caldwell

Cedar Grove Township

Essex Fells Borough

Fairfield Township

Glen Ridge Borough

Irvington Township

Livingston Township

Millburn Township

Newark City

North Caldwell Borough

Nutley Town

Roseland Borough

South Orange-Maplewood

Verona Borough

West Essex Regional

West Orange Township

**Fire Districts (Board of Fire
Commissioners):**

NONE

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: CME Associates

Organization Address: 1460 Route 9 South, Howell, NJ 07731

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
N/A	

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.**

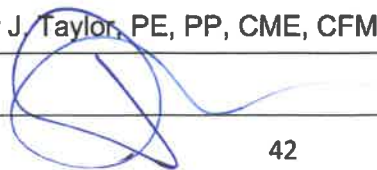
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

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):	Trevor J. Taylor, PE, PP, CME, CFM	Title:	Senior VP
Signature:		Date:	December 3, 2024

ACKNOWLEDGEMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

I, Trevor J. Taylor, PE, PP, CME, CFM, Senior VP of the firm
CME Associates hereby acknowledge that any
corrections, additions and/or, deletions have been initialed and
dated in this Submission Package.

(Signature) _____

December 3, 2024

(Date) _____

Part 2: Additional Information

Disclosure of Investment Activities in Iran

Person or Entity

CME Associates

Part 1: Certification

COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.



I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

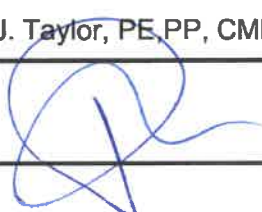
You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there 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** 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 **Reference to Township of West Orange** to notify the **Reference to Township of West Orange** 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** and that the **Reference to Township of West Orange** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)	Trevor J. Taylor, PE, PP, CME, CFM	Title	Senior Vice President
Signature			Date December 3, 2024



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)



- A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR



- B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR



- C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

 Signature of Vendor's Authorized Representative Trevor J. Taylor, PE, PP, Senior VP Print Name and Title of Vendor's Authorized Representative CME Associates Vendor's Name 1460 Route 9 South Vendor's Address (Street Address) Howell, NJ 07731 Vendor's Address (City/State/Zip Code)	December 3, 2024 Date 22-3484435 Vendor's FEIN 732-462-7400 Vendor's Phone Number 732-409-0756 Vendor's Fax Number ttaylor@cmeusa1.com Vendor's Email Address
---	--

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

NJ Rev. 1.22.2024

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

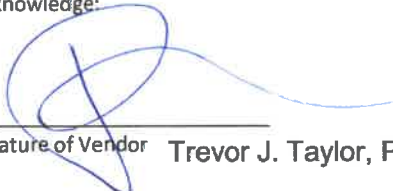
The contractor and the Township of West Orange, (hereafter "TOWNSHIP") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, 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 Trevor J. Taylor, PE, PP, CME, CFM, Senior VP



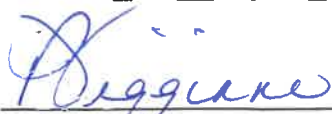
CERTIFICATE OF GOOD STANDING

I, Trevor J. Taylor, PE, PP, CME, CFM, a senior Vice President of the firm of CME Associates, being duly sworn, depose and say that neither the firm, nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.


(Signature)

Trevor J. Taylor, PE, PP, CME, CFM
Senior Vice President – CME Associates
(Print Name and Title)

Subscribed and sworn to before
me this 3rd day of December, 2024



Notary Public
PEGGY VIGGIANO
Notary Public, State of New Jersey
Commission # 50174964
My Commission Expires October 19, 2026



COST PROPOSAL





MUNICIPAL ENGINEERING SERVICES
GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2026

Program Manager.....	\$214.00 Per Hour
Project Manager	\$213.00 Per Hour
Senior Professional Engineer/Project Leader.....	\$212.00 Per Hour
Professional Engineer, Environmental	\$209.00 Per Hour
Assoc. Professional Engineer, Environmental.....	\$208.00 Per Hour
Professional Engineer	\$209.00 Per Hour
Project Engineer, Environmental	\$207.00 Per Hour
Associate Professional Engineer	\$208.00 Per Hour
Project Engineer/Senior Designer II	\$207.00 Per Hour
Engineer/Senior Designer	\$200.00 Per Hour
Associate Engineer/Designer	\$195.00 Per Hour
Engineer, Environmental	\$200.00 Per Hour
Associate Engineer, Environmental.....	\$195.00 Per Hour
Senior Scientist.....	\$215.00 Per Hour
Lead Scientist/Senior Geologist	\$203.00 Per Hour
Scientist/Project Geologist.....	\$180.00 Per Hour
Associate Scientist/Staff Geologist.....	\$165.00 Per Hour
Environmental Technician	\$147.00 Per Hour
Professional Surveyor	\$203.00 Per Hour
Survey Manager	\$183.00 Per Hour
Party Chief.....	\$163.00 Per Hour
Robotic Total Station	\$ 84.00 Per Hour
Survey Technician.....	\$143.00 Per Hour
Chief Construction Manager.....	\$207.00 Per Hour
Construction Manager	\$181.00 Per Hour
Senior Construction Technician.....	\$180.00 Per Hour
Construction Technician	\$150.00 Per Hour
Associate Construction Technician	\$143.00 Per Hour
Support Staff.....	\$117.00 Per Hour
Drone Pilot.....	\$159.00 Per Hour
Drone Technician	\$ 86.00 Per Hour
CAD Technician.....	\$166.00 Per Hour
Senior Landscape Architect.....	\$205.00 Per Hour
Landscape Architect	\$185.00 Per Hour
Certified Tree Expert	\$167.00 Per Hour
Associate Landscape Designer	\$149.00 Per Hour
Principal Planner	\$212.00 Per Hour
Professional Planner	\$211.00 Per Hour
Senior Planner.....	\$192.00 Per Hour
Planner	\$188.00 Per Hour
Senior Leadership	\$214.00 Per Hour
Executive Leadership	\$225.00 Per Hour
Executive Leadership, Environmental	\$229.00 Per Hour
Managing Partner	\$242.00 Per Hour





Invoices - CME Associates (CME) will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due upon presentation of invoice and is past due thirty days from invoice date. Client agrees to pay a finance charge of one and one-half percent per month, or the maximum rate allowed by law, on past due accounts. In the event that the invoice is not paid voluntarily and promptly, and must therefore be referred to an attorney or agency for collection, the Client agrees to pay a collection fee equal to the actual attorney or agency collection fee incurred by CME. Overtime rates are applicable after eight hours Monday through Friday, and all day

Saturday and Sunday, and charged at one and one-half times the quoted rate. Holidays are charged at two times the quoted rate. Expenses incurred for reproduction, postage handling, photographs and for services including subconsultants equipment and facilities not furnished by CME are charged to the Client at cost plus fifteen percent. Automobile travel may be charged at the current rate per mile allowed by the Internal Revenue Service.

Standard of Care - Services performed by CME under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

Contaminated Material - It is understood that CME is not, and has no responsibility as a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at any site. Client shall undertake or arrange for, either directly or indirectly through other contractors, the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at any site.

Utilities - In the execution of the work, CME will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold CME harmless for any damages to subterranean structures which are not called to CME's attention and/or not correctly shown on the plans furnished.

Right of Entry/Worksite - Client will provide for right of entry for CME personnel and equipment necessary to complete the work. While CME will take all reasonable precautions to minimize any damage to the property it is understood by Client that in the normal course of some damage may occur, the correction of which is not part of this agreement.

Client shall furnish or cause to be furnished to CME all documents and information known to Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on or under the site. In addition, Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by CME for proper performance of its services. CME shall be entitled to rely on Client provided documents and information in performing the services required under this Agreement; however, CME assumes no responsibility or liability for their accuracy or completeness.

CME will not direct, supervise or control the work of contractors or their subcontractors. CME services will not include a review or evaluation of the contractor's (or subcontractor's) safety measures.

CME shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of CME or its employees or subcontractors on a site shall imply that CME controls the operations of others, nor shall this be construed to be an acceptance by CME of any responsibility for jobsite safety.

Indemnification - To the full extent permitted by law, Client shall indemnify, defend and hold harmless CME and its subcontractors, consultants, agents, officers, directors and employees (herein collectively referred to as Engineer) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of work of Engineer or any claims against Engineer arising from the acts, omissions of work of others, unless it is proven in a court of competent jurisdiction that the Engineer is guilty of negligence or willful misconduct in connection with the services and such negligence or willful misconduct was the sole cause of the damages, claims and liabilities.

Client agrees to indemnify and hold harmless Engineer from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, brought by any person or entity, or claims against Engineer which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release or saturation or smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases or any other material, upon, in or into the surface or subsurface soil; water or watercourse; objects; or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract or strict liability of Engineer. This indemnification shall not apply to claims, damages, losses or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by the Engineer of obligations under this Agreement.

Limitations of Liability - CME'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, this Agreement from any cause or causes, including but not limited to CME's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the services provided by CME or \$50,000, whichever is less.

In no event shall CME be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or their subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, or negligent act or omission.

Professional services rendered for a Client shall be provided for that Client. The Client is responsible for the proper operation and use of the subject facilities and/or report and nothing herein shall provide any rights to any third party. The Client, in authorizing CME to proceed, acknowledges that the professional responsibility is limited.

Termination - This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CME shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all work contemplated by this Agreement, CME may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of CME in completing such analyses, records and reports.

Assigns - The Client may not delegate, assign, sublet or transfer his duties or interests in this Agreement without the written consent of CME.

This agreement shall not create any rights or benefits to parties other than the Client and CME, except such other rights as may be specifically called for herein.





Consulting & Municipal

ENGINEERS

Barnegat • Berlin • Camden • Howell • Medford • Monmouth Junction • Parlin

WWW.CMEUSA1.COM

EXHIBIT B



MUNICIPAL ENGINEERING SERVICES
GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2026

Program Manager.....	\$214.00 Per Hour
Project Manager	\$213.00 Per Hour
Senior Professional Engineer/Project Leader.....	\$212.00 Per Hour
Professional Engineer, Environmental	\$209.00 Per Hour
Assoc. Professional Engineer, Environmental.....	\$208.00 Per Hour
Professional Engineer	\$209.00 Per Hour
Project Engineer, Environmental	\$207.00 Per Hour
Associate Professional Engineer	\$208.00 Per Hour
Project Engineer/Senior Designer II	\$207.00 Per Hour
Engineer/Senior Designer	\$200.00 Per Hour
Associate Engineer/Designer	\$195.00 Per Hour
Engineer, Environmental	\$200.00 Per Hour
Associate Engineer, Environmental.....	\$195.00 Per Hour
Senior Scientist.....	\$215.00 Per Hour
Lead Scientist/Senior Geologist	\$203.00 Per Hour
Scientist/Project Geologist.....	\$180.00 Per Hour
Associate Scientist/Staff Geologist.....	\$165.00 Per Hour
Environmental Technician	\$147.00 Per Hour
Professional Surveyor	\$203.00 Per Hour
Survey Manager	\$183.00 Per Hour
Party Chief.....	\$163.00 Per Hour
Robotic Total Station	\$ 84.00 Per Hour
Survey Technician.....	\$143.00 Per Hour
Chief Construction Manager.....	\$207.00 Per Hour
Construction Manager	\$181.00 Per Hour
Senior Construction Technician.....	\$180.00 Per Hour
Construction Technician	\$150.00 Per Hour
Associate Construction Technician	\$143.00 Per Hour
Support Staff.....	\$117.00 Per Hour
Drone Pilot.....	\$159.00 Per Hour
Drone Technician	\$ 86.00 Per Hour
CAD Technician.....	\$166.00 Per Hour
Senior Landscape Architect.....	\$205.00 Per Hour
Landscape Architect	\$185.00 Per Hour
Certified Tree Expert	\$167.00 Per Hour
Associate Landscape Designer	\$149.00 Per Hour
Principal Planner	\$212.00 Per Hour
Professional Planner	\$211.00 Per Hour
Senior Planner.....	\$192.00 Per Hour
Planner	\$188.00 Per Hour
Senior Leadership	\$214.00 Per Hour
Executive Leadership	\$225.00 Per Hour
Executive Leadership, Environmental	\$229.00 Per Hour
Managing Partner	\$242.00 Per Hour



AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-7.3, TEMPORARY PARKING PROHIBITION FOR SNOW PLOWING AND REMOVAL, SUBSECTION 7-12, PARKING PROHIBITED FOR STREET CLEANING AND MAINTENANCE, SUBSECTION 7-14.1c, NIGHT PARKING RESTRICTED, AND SUBSECTION 7-14.7 ALTERNATE SIDE PARKING, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

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

Section 1. Subsection 7-7.3, Temporary Parking Prohibition For Snow Plowing and Removal, of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion, bold type denotes addition*):

<u>Name of Street</u>	<u>Sides</u>	<u>Days</u>	<u>Location</u>
<i>Longview Street</i>	<i>West</i>	<i>All</i>	<i>From Randolph Place to a point 35 feet south of the southerly curb line of Lindsley Avenue extended.</i>
Longview Street	West	All	Entire Length
Lindsley Avenue	South	All	From Longview Street to Brennan Drive.

Section 2. Subsection 7-12, Parking Prohibited for Street Cleaning and Maintenance, of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion, bold type denotes addition*):

<u>Name of Street</u>	<u>Side</u>	<u>Hours and Days</u>	<u>Location</u>
<i>Longview Street</i>	<i>East</i>	<i>Thursday 9 AM to 12 Noon</i>	<i>From Randolph Place to a point 35 feet south of the southerly curb line of Lindsley Avenue.</i>
<i>Longview Street</i>	<i>West</i>	<i>Tuesday 9 AM to 12 Noon</i>	<i>From Randolph Place to a point 125 feet south of the southerly curb line of Lindsley Avenue extended.</i>
Longview Street	East	Thursday 9 AM to 12 Noon	Entire Length.
Longview Street	West	Tuesday 9 AM to 12 Noon	Entire Length.
Lindsley Avenue	South	Thursday 9 AM to 12 Noon	Entire Length.

Lindsley Avenue North Tuesday 9 AM to 12 Noon Entire Length.

Section 3. Subsection 7-14.1c, Night Parking Restricted, of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion, bold type denotes addition*):

Exceptions:

<u>Name of Street</u>	<u>Sides</u>	<u>Location</u>
<i>Longview Street</i>	<i>Both</i>	<i>From Randolph Place to a point 35 feet south of the southerly curb line of Lindsley Avenue.</i>
Longview Street	Both	Entire Length
Lindsley Avenue	Both	From Longview Street to Brennan Drive.

Section 4. Subsection 7-14.7 Alternate Side Parking, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

<u>Name of Street</u>	<u>Column A</u>	<u>Column B</u>	<u>Location</u>
<i>Longview Street</i>	<i>North</i>	<i>South</i>	<i>From Randolph Place to a point 35 feet south of the southerly curb line of Lindsley Avenue.</i>
<i>Lindsley Avenue</i>	<i>North</i>	<i>South</i>	<i>From Longview Street to Brennan Drive</i>

Section 5. If any provisions of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of this Ordinance are severable.

Section 6. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 7. This Ordinance shall take effect upon final passage and publication in accordance with law.

SUSAN MCCARTNEY, MAYOR

**JOE KRAKOVIAK,
COUNCIL PRESIDENT**

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

INTRODUCED: July 22, 2025

ADOPTED: August 12, 2025

LEGISLATIVE HISTORY

Beginning in 2024, Dynamic Traffic Engineering (DTE) of Lake Como, N.J. performed a Comprehensive Parking Study in all the residential and commercial areas located east of Gregory Avenue and east of Mountain Avenue to determine steps necessary to increase on street parking in the residential neighborhoods and expanded parking options in Township owned parking lots. Based on their recommendations and requests from local residents, on street parking will be increased on Longview Street and Lindsley Avenue. In accordance with the DTE parking study, an approximate 30 on-street parking spaces will be gained by this change.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC,
SUBSECTION 7-7.3 TEMPORARY PARKING PROHIBITION FOR SNOW PLOWING
AND REMOVAL, SUBSECTION 7-10.2 STOPPING OR STANDING PROHIBITED
DURING CERTAIN HOURS ON CERTAIN STREETS ON CERTAIN DAYS,
SUBSECTION 7-12 PARKING PROHIBITED FOR STREET CLEANING AND
MAINTENANCE, SUBSECTION 7-14.1 NIGHT PARKING RESTRICTED, and
SUBSECTION 7-14.7 ALTERNATE SIDE PARKING OF THE REVISED GENERAL
ORDINANCES OF THE TOWNSHIP OF WEST ORANGE**

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

Section 1. Subsection 7-7.3, Temporary Parking Prohibition for Snow Plowing and Removal, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion, bold type denotes addition*):

<u>Street</u>	<u>Sides</u>	<u>Days</u>	<u>Location</u>
<i>Franklin Avenue</i>	<i>West</i>	<i>All</i>	<i>from Chestnut Street to the Montclair Township Line</i>
Franklin Avenue	West	All	from Montclair Township Line to 403 feet south of the southerly curb line of Cherry Street.

Section 2. Subsection 7-10.2 Stopping or Standing Prohibited During Certain Hours on Certain Streets on Certain Days of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion, bold type denotes addition*):

<u>Name of Street</u>	<u>Sides</u>	<u>Hours</u>	<u>Days</u>	<u>Location</u>
<i>Franklin Avenue</i>	<i>Northwest</i>	<i>All</i>	<i>M-F</i>	<i>Beginning 73 feet southwest of the southerly curb line of William Street and extending 166 feet southwesterly.</i>
Franklin Avenue	Northwest	8:00 AM-4:00 P.M.	M-F	Beginning 73 feet southwest of the southerly curb line of

**William Street and
extending 166 feet
southwesterly**

Section 3. Subsection 7-12 Parking Prohibited for Street Cleaning and Maintenance, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion, bold type denotes addition*):

<u>Name of Street</u>	<u>Sides</u>	<u>Hours and Days</u>	<u>Location</u>
<i>Franklin Avenue</i>	<i>West</i>	<i>Mondays 9:00 A.M.- 12 Noon</i>	<i>from Cherry Street to the Montclair Township Line.</i>
Franklin Avenue	West	Mondays 9:00 A.M.- 12 Noon	from 403 feet south of the southerly curblin of Cherry Street to the Montclair Township Line.
Franklin Avenue	East	Fridays 9:00 A.M.- 12 Noon	from 394 feet south of the southerly curblin of Cherry Street to the Montclair Township Line.

Section 4. Subsection 7-14.1 Night Parking Restricted, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion, bold type denotes addition*):

Exceptions:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Franklin Avenue	West	William Street to Main Street

Section 5. Subsection 7-14.7 Alternate Side Parking, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion, bold type denotes addition*):

<u>Name of Street</u>	<u>Column A</u>	<u>Column B</u>	<u>Location</u>
<i>Franklin Avenue</i>	<i>East</i>	<i>West</i>	<i>from William Street to Cherry Street</i>
Franklin Avenue	East	West	from William Street to 403 feet South of the southerly curb line of

Cherry Street.

Section 6. If any provisions of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of the Ordinance are severable.

Section 7. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 8. This Ordinance will take effect upon final passage and publication in accordance with law.

SUSAN MCCARTNEY, MAYOR

**JOE KRAKOVIAK,
COUNCIL PRESIDENT**

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

INTRODUCED: July 22, 2025

ADOPTED: August 12, 2025

LEGISLATIVE HISTORY

The Ordinance, which amends the Traffic Regulations of the Township, updates the parking regulations on Franklin Avenue between Main Street and Cherry Street to allow more parking for the local residents, including those on the neighboring side streets. Accommodations were made to allow for snow plowing and weekly street cleaning and maintenance. These changes were made in response to local residents' demand for more on street parking in this neighborhood and in part suggested by the recent Comprehensive Parking Study undertaken by Dynamic Traffic Engineering for the Township.

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

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

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

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

Residence Address	No. of Spaces	Location
250-252 Watchung Avenue	1	Beginning 541 feet north of the northerly curb line of Alden Street, and extending 19 feet north.

Section 3. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

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

SUSAN MCCARTNEY, MAYOR

**JOE KRAKOVIAK,
COUNCIL PRESIDENT**

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

INTRODUCED: July 22, 2025

ADOPTED: August 12, 2025

LEGISLATIVE HISTORY

This amendment to the Restricted Parking Ordinance is in response to a request from a handicapped resident who resides at 250-252 Watchung Avenue, and possesses the required NJ Disability ID and parking placard. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones. All other Parking Ordinances under this chapter apply and supersede the use of these restricted spaces.

**AN ORDINANCE AMENDING CHAPTER 15, SECTION 15-7
TO UPDATE THE TOWNSHIP'S RENT CONTROL ORDINANCE**

I. PURPOSE

WHEREAS, the Township of West Orange has a rent control ordinance which has been amended from time to time due to an ongoing and emergent need for regulation with respect to the leasing of premises and charging of rents to tenants; and

WHEREAS, from time to time the Township must consider whether the need for rent control in the Township persists; and

WHEREAS, a housing shortage has existed in the Township since 1972 and has not abated;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex and State of New Jersey, that Chapter 15 of the Township Code shall be and hereby is re-affirmed and re-adopted, and is hereby amended as follows:

II. AMENDMENTS

15-7 EFFECTIVE DATE; TERMINATION; RENEWAL.

15-7.1 Effective Date.

This chapter is to take effect immediately and shall remain in full force and effect for a period not to exceed two (2) years from the effective date of October 2024 and shall automatically terminate, cease and be of no force and effect unless specifically extended by the Township Council by ordinance extending the term for no more than two (2) years at a time.

Deleted: 2022

Any extension action shall be taken by the Township Council prior to the second anniversary date of this chapter and any subsequent extensions shall be taken prior to the respective second anniversary dates of this chapter thereafter, or any Ordinance re-adopting this chapter. (1972 Code § 17-6.1; Ord. No. 364-75 § 1)

15-7.2 Renewal.

The Township Council has determined that the housing shortage which has existed in the Township has not abated. This chapter, therefore, is hereby extended for two (2) years from the effective date of this Ordinance.

15-7.3 Retroactive Application.

This chapter shall apply retroactively, in its entirety, for the time period from October 2024 through the date of adoption.

Deleted: 2022

III. REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township in conflict with this Ordinance are hereby repealed to the extent of such conflict.

IV. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereof shall not affect the remaining parts of this Ordinance.

V. EFFECTIVE DATE

This Ordinance shall take effect upon final passage and publication in accordance with the law.

Susan McCartney
Mayor

Joe Krakoviak
Council President

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

Introduction: August 12, 2025

Adoption: September 8, 2025

LEGISLATIVE HISTORY

There is no specific state legislation permitting rent control, but rather rent control is a permissible local economic regulation which must be tailored to address vital, emergent needs in a local housing market. Rent control ordinances are valid under the “necessary and proper” authority given to local governing bodies, as set forth in N.J.S.A. 40:48-2. See also Inganamort v. Borough of Fort Lee, 62 N.J. 521 (1973).

The Township adopted a rent control ordinance (the “Ordinance”) in 1972 in order to regulate rents with respect to landlord-tenant relationships throughout the Township. The purpose of this particular legislation is to renew and re-adopt all applicable Code provisions of the Ordinance, with certain amendments.

Because rent control legislation is intended to be emergent, such ordinances should be reviewed approximately every two (2) years to ensure their applicability and that they address any emerging issues. Accordingly, this legislation requires review of the Ordinance every two (2) years, rather than each and every year. Such action is valid under, among other things, N.J.S.A. 40:48-2.

Furthermore, due to an unknown administrative oversight, the Township last adopted the Ordinance in 2022, which remained valid through October 2024. This legislation will make the Ordinance retroactive for the time period when it was not formally effective. This action is valid under the law as set forth in South Hamilton Associates v. Mayor and Council of the Town of Morristown, 99 N.J. 437 (1985) (“legislation that has as its rational public purpose the necessary protection of the health, safety, and welfare of the public, and is within the police power of the state or its subdivisions, may be applied retroactively”).

**CALENDAR YEAR 2025 ORDINANCE TO EXCEED THE MUNICIPAL
BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK
(N.J.S.A. 40A: 4-45.14)**

WHEREAS, the Local Government Cap Law, N.J.S.A. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2.5% a unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Township Council of the Township of West Orange in the County of Essex finds it advisable and necessary to increase its CY 2025 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Township of West Orange hereby determines that a 3.5% increase in the budget for said year, amounting to \$770,511.55 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the Township of West Orange hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget, shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2025 budget year, the final appropriations of the Township of West Orange shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$2,696,790.41 and that the CY 2024 municipal budget for the Township of West Orange be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

This ordinance shall take effect after its final passage and publication in accordance with the law.

SUSAN MCCARTNEY, MAYOR

**JOE KRAKOVIAK
COUNCIL PRESIDENT**

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

INTRODUCED: August 12, 2024

ADOPTED:

Resolution to Authorize the Extension of Pocket Liquor License No. 0722-33-037-007 ARA Kitchen Group, LLC, for the 2025-2026 License Term

WHEREAS, the Governing Body of the Township of West Orange is the issuing authority for alcoholic beverage licenses within its jurisdiction; and

WHEREAS, pursuant to N.J.S.A. 33:1-12.39 (P.L. 2023, c. 290), a Plenary Retail Consumption license that has not been actively used for two consecutive license terms will expire unless the municipality, in its discretion, renews the license for an additional year; and

WHEREAS, Pocket License **No. 0722-33-037-007**, associated with **ARA Kitchen Group, LLC**, has been inactive since August 30, 2011; more than two consecutive license terms; and

WHEREAS, the licensee, **ARA Kitchen Group, LLC**, has demonstrated a good faith effort to activate the license or transfer it within the additional one-year period; and

WHEREAS, the Governing Body of the Township of West Orange finds that an extension for an additional year is warranted to provide the licensee with an opportunity to activate or transfer the license in accordance with the new law.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of West Orange, that the pocket liquor license **No. 0722-33-037-007**, held by **ARA Kitchen Group, LLC**, be renewed for an additional one-year period for the **2025-2026** license term, subject to the conditions outlined in the new law.

BE IT FURTHER RESOLVED that the Township Clerk is hereby authorized to issue the necessary renewal for the stated license period only.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the Director of the Division of Alcoholic Beverage Control for their records and uploaded to the NJ Department of Alcoholic Beverage Control Commission POSSE Portal.

KAREN J. CARNEVALE, RMC
ABC Board Secretary

JOE KRAKOVIAK
Council President/ABC Board Member

Adopted: August 12, 2025

**Resolution to Authorize the Extension of Pocket Liquor License No. 0722-33-063-005
Raghav Varma , for the 2025-2026 License Term**

WHEREAS, the Governing Body of the Township of West Orange is the issuing authority for alcoholic beverage licenses within its jurisdiction; and

WHEREAS, pursuant to N.J.S.A. 33:1-12.39 (P.L. 2023, c. 290), a Plenary Retail Consumption license that has not been actively used for two consecutive license terms will expire unless the municipality, in its discretion, renews the license for an additional year; and

WHEREAS, Pocket License **No. 0722-33-063-005**, associated with **Raghav Varma**, has been inactive since August 30, 2011; more than two consecutive license terms; and

WHEREAS, the licensee, **Raghav Varma**, has demonstrated a good faith effort to activate the license or transfer it within the additional one-year period; and

WHEREAS, the Governing Body of the Township of West Orange finds that an extension for an additional year is warranted to provide the licensee with an opportunity to activate or transfer the license in accordance with the new law.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of West Orange, that the pocket liquor license **No. 0722-33-063-005**, held by **Raghav Varma**, be renewed for an additional one-year period for the **2025-2026** license term, subject to the conditions outlined in the new law.

BE IT FURTHER RESOLVED that the Township Clerk is hereby authorized to issue the necessary renewal for the stated license period only.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the Director of the Division of Alcoholic Beverage Control for their records and uploaded to the NJ Department of Alcoholic Beverage Control Commission POSSE Portal.

KAREN J. CARNEVALE, RMC
ABC Board Secretary

JOE KRAKOVIAK
Council President/ABC Board Member

Adopted: August 12, 2025