



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 07/08/19 07:00 PM

2019 RESOLUTION AWARD OF CONTRACT

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN CME ASSOCIATES AND THE TOWNSHIP OF BLOOMFIELD FOR PRELIMINARY ENGINEERING DESIGN SERVICES FOR THE FEDERAL AID PROJECT LACKAWANNA TRANSIT STATION IMPROVEMENT PROJECT

WHEREAS, the Township received a Federal Aid Grant for the Lackawanna Transit Station Improvement Project; and

WHEREAS, the Township qualifies for the NJDOT Federal Design Assistance Program; and

WHEREAS, the Federal Highway Administration authorized funding for Preliminary Engineering Design through NJDOT Local Aid in the amount of \$194,519.00; and

WHEREAS, on July 8, 2019 the Township Council adopted a Resolution accepting funding for Preliminary Engineering Design Services; and

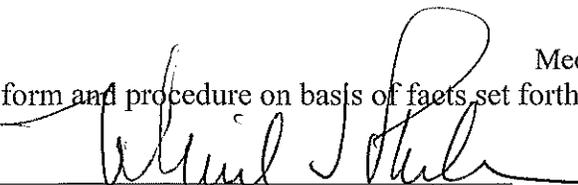
WHEREAS, the Township Engineering Department has reviewed the CME Associates proposal and recommends entering the Agreement to provide Preliminary Engineering Services.

NOW, THEREFORE, BE IT RESOLVED by the Township Council, Township of Bloomfield, County of Essex, State of New Jersey according to the following:

1. An Agreement is hereby authorized with CME Associates to provide Preliminary Engineering Design for the Lackawanna Transit Station Improvement Project.
2. The Agreement is for a period not to exceed twelve (12) months in the amount of \$194,519.00, which the NJDOT will process through the Township of Bloomfield as reimbursement under Section 6 of the Agreement.
3. This funding will flow through the capital account by not to exceed the authorized local aid amount to be certified by the CFO for disbursement.

......*...*

Approved as to form and procedure on basis of facts set forth.

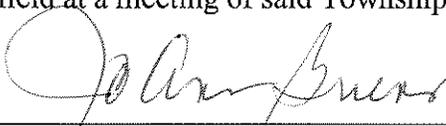


 Director of Law-Township Attorney

I do hereby certify that the funding will be legally appropriated per the above information for the purpose specified in the attached contract. Furthermore, it has been represented to me that the contracts have been processed in accordance with the applicable provisions of New Jersey Local Public Contract Law and the Code of the Township of Bloomfield.

 Chief Financial Officer

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on July 08, 2019.



 ACTING Municipal Clerk of the Township of Bloomfield



 Mayor of the Township of Bloomfield

✓ Vote Record – Resolution						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopt						
<input type="checkbox"/> Deny						
<input type="checkbox"/> Withdrawn						
<input type="checkbox"/> Table						
<input type="checkbox"/> Not Discussed						
<input type="checkbox"/> First Reading						
<input type="checkbox"/> Table with no Vote						
<input type="checkbox"/> Approve						
<input type="checkbox"/> Veto by Mayor						
<input type="checkbox"/> Discussion						
<input type="checkbox"/> Defeated						
<input type="checkbox"/> Discussion No Vote						
	Jenny Mundell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Sarah Cruz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Wartyna Davis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Ted Gamble	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Richard Rockwell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Michael J. Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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



TIMOTHY W. GILLEN, PE, PP, CME
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME

July 22, 2019

Township of Bloomfield
1 Municipal Plaza
Bloomfield, NJ 07003

Attn: Matthew U. Watkins
Administrator

**Re: Agreement for Professional Services for the
Lackawanna Transit Station Improvements- TAP Project
Township of Bloomfield
Essex County, New Jersey
Our File No.: PBF00012.01**

Transmitted herein, please find three (3) copies of our Agreement for Professional Engineering Services with regard to the above referenced project.

If acceptable, please return one (1) executed copy of this Agreement for our files.

Should you have any questions concerning this matter, please do not hesitate to contact this office.

Very truly yours,

Michael Troncone, PE
CME Associates

MT/blr
Enclosures

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, by and between **CME Associates**, having its principal place of business at **3141 Bordentown Avenue, Parlin, NJ 08859**, hereinafter called "**Consultant**"; and **TOWNSHIP OF BLOOMFIELD**, having its offices at 1 Municipal Plaza, Bloomfield, New Jersey 07003 hereinafter called the "**Client**".

WHEREAS, the Client wishes to retain Consultant for the purpose of proceeding with certain professional services;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and undertakings of the parties hereto, it is agreed as follows:

ARTICLE 1 **SCOPE OF WORK**

Consultant shall provide the services for the Project ("Scope of Work") as set forth in Consultant's Proposals to the Client dated **November 6, 2018**, a copy of which is attached hereto as Appendix G and the Client's Resolution, dated July 8, 2019, a copy of which is attached hereto as Appendix I. All services to be performed by Consultant under this Agreement shall be performed in accordance with the terms and conditions set forth in this document. Services not expressly provided for in the Scope of Work as set forth in the Proposal are excluded from the scope of services and Consultant assumes no duty to perform such services.

ARTICLE 2 **COMMENCEMENT OF AND CHANGES IN THE WORK**

- a. Consultant will initiate the tasks as set forth in the Proposal upon receipt of a fully executed Agreement from the Client. Consultant and the Client may at any time, by mutual written agreement, make changes with the general scope of this Agreement by additions, alterations, deviations, or omissions from this Agreement.
- b. If such changes cause an increase or decrease in Consultant's cost of or time required for the performance of this Agreement, or if Consultant, in the performance of the services, encounters conditions differing materially from those anticipated under this Agreement or beyond what could reasonably have been anticipated by an experienced professional in work of the nature involved, Consultant shall be entitled to an equitable adjustment in the compensation and performance time of this Agreement.
- c. If, in the performance of its services, Consultant encounters hazardous materials, or pollutants that pose unanticipated risks, Scope of Work and Consultant's compensation and time of performance will be reconsidered and this Agreement shall immediately become subject to renegotiation or termination, at Consultant's option. In the event that this Agreement is so terminated, Consultant shall be paid for its fees and charges incurred to the date of such termination, including if applicable, any additional fees or charges incurred in demobilizing.

ARTICLE 3 **PROJECT SCHEDULE**

- a. Consultant shall proceed with the work diligently and shall faithfully progress the work toward completion and within **12 months** of the execution of this contract.

- b. Make decisions, provide approvals and obtain all necessary authorizations, licenses and permits required in order to permit the timely performance of the Services, notify Consultant if it becomes aware of any matter that may change the scope, timing, order or complexity of the Services, and act reasonably, professionally and in good faith in all respects in connection with the Agreement.
- c. Upon request by Consultant, furnish Consultant with copies of all existing data, reports, surveys, plans and other materials and information, within the possession of the Client, required for the Project, all of which Consultant may use and rely upon in performing its services under this Agreement.
- d. Arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform its services.
- e. Be responsible for locating existing underground or covered site utilities, pipelines, tanks and other structures owned and operated by the Client prior to the installation of borings, wells or excavations and be responsible for all claims, liabilities and damages resulting from the failure to accurately to locate same. Client shall review all boring, well and excavation locations prior to installation and shall direct that they be relocated if any conflict exists with any underground utilities, tanks or other structures owned and operated by the Client. Consultant shall be responsible for contacting New Jersey One Call or equivalent service to locate those utilities not operated by the Client.
- f. Provide a description of activities which were conducted at the site at any time by the Client or by any person or entity which would relate to the services and identify by name, quantity, location and date any releases of hazardous substances or pollutants.
- g. Give prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services or any alleged defect in Consultant's services.
- h. Designate an individual or individuals to act as the Client's representative(s) with respect to the services to be rendered under this Agreement. Said individual(s) shall each have complete authority to transmit instructions, receive information and interpret and define the Client's requirements, decisions, policies, drawings, plans, surveys, data and reports.
- i. To the extent required by law, promptly report all regulated conditions, including, without limitation, the discovery of releases of hazardous substances at the site to the appropriate authorities in accordance with applicable law.

ARTICLE 6
INSURANCE

Consultant shall carry the following specific types and amount of insurance during the performance of its services and shall provide certificates of insurance evidencing its coverage, prior to starting work on the Project site. The certificates of insurance shall provide for advance notice to the Client of any subsequent modification or cancellation of the coverages.

- a. Worker's Compensation Insurance with statutory coverage and \$1,000,000.00 employer's liability coverage.
- b. Comprehensive General Liability Insurance with annual aggregate limits of \$1,000,000.00
- c. Automobile Liability insurance with annual aggregate limits of \$1,000,000.00.
- d. Professional Liability Insurance with limits of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

ARTICLE 7
GENERAL CONSIDERATIONS

- a. Where provided, statements concerning probable costs and cost estimates prepared by Consultant shall represent their judgment as professionals familiar with such matters. It is recognized, however, that Consultant has no control over the cost of labor, materials, or equipment, over the contractor's methods of determining prices, over regulatory agencies' requirements, or over competitive bidding or market conditions. Accordingly, Consultant cannot and does not guarantee that costs will not vary from any statement of probable construction cost or other cost estimate prepared by it nor warrant or guarantee any specific outcomes or results.
- b. All documents prepared and delivered by Consultant pursuant to this Agreement are instruments of service in respect of the Work ordered. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Work or on any other project. Client shall not reuse said documents without the express written consent of Consultant. Any such reuse shall be at the sole risk of the Client, and the Client shall indemnify, defend and hold Consultant harmless from any losses, claims, expenses or damages resulting from such reuse.
- c. Project Records – As used in this Agreement, the term, "Records", shall include plans, reports, documents, field notes, work product, or other items generated or obtained for the Project by Consultant. Only original signed and sealed documents and drawings shall constitute Records. Unsigned or unsealed copies, prints, CADD files, computer programs, magnetic deliverables and/or any other media shall not be considered Records. If there is a discrepancy between the signed and sealed Records and any other documents or drawings, the Records shall prevail.
- d. Records which are instruments of service deliverable under this Agreement shall become the property of the Client upon payment for all the Work. Originals of Records shall remain in the possession of Consultant. The Client shall be entitled to additional copies of all Records within a reasonable period of time after forwarding a written request to Consultant, provided that the Client has paid the Consultant for all the Work. Consultant shall be compensated for the reasonable costs of research and reproduction of the additional copies of the requested Records.
- e. Consultant will (a) perform the Services with due care and skill in accordance with the standard of care normally exercised by professionals providing similar services under similar circumstances, and (b) re-perform any Services that fail to comply with this standard of care if Client gives Consultant notice of such failure within 12 months of performance of such Services.
- f. Because geologic and soil formations are inherently random, variable, and indeterminate in nature, the services are not guaranteed to discover actual site conditions or levels of contamination, all of which are also subject to change with time as a result of nature or man-made processes.
- g. Consultant's services shall not include an independent analysis of work conducted by or information provided by independent laboratories or other independent contractors retained by Consultant in the performance of the services.
- h. Unless specifically listed in the Proposal, Consultant's services exclude testing for the presence of asbestos, polychlorinated biphenyls (PCB's), radon gas, or any airborne pollutants.
- i. Unless specifically listed in the Proposal, in the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environmental as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples or materials to the Client, who will be responsible for having such samples and materials properly disposed of in accordance with applicable laws, at its own cost. The Client recognizes and agrees that Consultant will at no time assume the ownership or control of said waste.

- j. The Client acknowledges that, prior to commencing the work, Consultant has had no role in generating, treating, storing, transporting or disposing of waste materials which may be present at the project site and Consultant has not benefited from the processes that produced any such waste materials. It is understood and agreed that Consultant is not and has no responsibility as a generator or operator or as a storage, treatment, transport or disposal facility (as those terms are defined by the Resource Conservation and Recovery Act, as amended, or any state statute or regulation) for substances or wastes found or identified at the work sites. Consultant's services shall not include directly or indirectly arranging for the treatment, storage, transport or disposal of waste materials or pollutants, on or off site. Consultant shall not directly or indirectly assume title to, ownership of, or responsibility for such substances or wastes, and the Client shall indemnify, defend and hold harmless Consultant for and against all claims and liabilities arising or resulting from or in connection with substances or wastes found or identified at work sites (including, without limitation claims and liabilities arising from statutes such as RCRA, CERCLA, SARA, or any other federal or state statutes).
- k. If there are conflicts or inconsistencies with any of the conditions or requirements specified in this Agreement (Articles 1 through 17) with those that may be provided in the attached Proposal (Attachment A), those requirements or conditions within the proposal shall supersede the requirements in this Agreement that are in conflict. The conflicting conditions within this Agreement shall therefore become null and void.

ARTICLE 8
TERMINATION OF AGREEMENT

Either party may terminate this Agreement by thirty (30) day's advance written notice to the other party without cause; by mutual written agreement with the other party; or by either party on five (5) days' written notice to the other in the event of substantial failure to perform in accordance with the terms hereof through no fault of terminating party. If this Agreement is terminated, Consultant shall be paid for the services properly performed by it and reimbursable expenses incurred, to the effective date of termination.

ARTICLE 9
DELEGATION OF DUTIES

- a. Neither the Client nor Consultant shall assign this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, will release or discharge the assignor from any duty or responsibility under this Agreement.
- b. Neither party will, during the term of the Agreement or for a period of 12 months thereafter, either directly or indirectly on its own behalf or jointly with or on behalf of any other person, solicit, engage or employ any employee, independent contractor or other representative of the other party (or any of its affiliates) that has been involved in the provision of Services or with whom the party has otherwise had contact in connection with the Agreement.

ARTICLE 10
INDEMNIFICATION AND WAIVER

- a. Consultant agrees to indemnify, defend and hold harmless the Client of it officers, agents and employees from and against any and all losses, claims, expenses or damages, and from all suites and costs of every description, including but not limited to legal fees and related expenses, to the extent arising or resulting from the negligent acts, errors or omissions of Consultant, its agents, officers, directors and employees in the performance of their services under this Agreement.
- b. Client agrees to indemnify, defend and hold harmless Consultant and its agents and employees from and against any and all losses, claims, expenses or damaged, and from suits and costs of every description, including but not limited to legal fees and related expenses, to the extent arising

or resulting from the negligent acts, errors or omissions of the Client, its agents, officers, directors and employees in the performance of their services under this Agreement.

- c. In addition to b. above, Client shall indemnify, defend and hold harmless Consultant from and against all losses, claims, expenses and damages in whole or in part arising or resulting from or in connection with substances or wastes found or identified at work sites (including, without limitation claims and liabilities arising from statutes such as RCRA, CERCLA, SARA, or any other federal or state statutes) and including but not limited to losses, claims, expenses and damages which arise in whole or in part out of or are related to, or are based upon, the actual, alleged or threatened dispersal, discharge, escape, release or saturation of smoke, vapor, soot, fumes, acids alkalis, toxic chemicals, wastes, solids, liquids, gases, thermal irritants or contaminants, hazardous, toxic residual or special wastes, materials or substances nuclear material, asbestos material, or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon in or into the surface or subsurface (a) soils, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.
- d. The Client acknowledges that Consultant's agreement to the amount of compensation provided for under this Agreement has been negotiated and agreed by reason of Consultant's reliance on the foregoing limitation, indemnification and waiver undertakings of the Client.
- e. Any provision or part of this Agreement held to be void or unenforceable under any applicable law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Consultant who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 11 **DISPUTE RESOLUTION**

Client and Consultant agree that any disputes arising out of this Agreement which cannot be resolved through good faith negotiations shall be submitted to binding alternative dispute resolution proceedings to be conducted before ENDISPUTE or a comparable private dispute resolution service. All fees incurred in the maintenance of such ADR proceedings (exclusive of attorney fees) shall be equally born by Client and Consultant.

ARTICLE 12 **SPECIAL PROVISIONS**

- a. The mandatory language of applicable equal employment opportunity and affirmative action laws and regulations promulgated by the federal and state governments having jurisdiction are incorporated by reference into this Agreement. Consultant agrees to afford equal opportunity in performance of this Agreement in accordance with an affirmative action program approved by the appropriate authorities.

ARTICLE 13 **EXTENT OF AGREEMENT**

- a. The terms and conditions hereof, together with the Attachments referred to herein, represent the entire and integrated between the Client and Consultant and supersede all prior negotiations, representations or agreements, either written or oral, for this Project.

- b. Nothing herein shall be construed to give any rights or benefits hereunder to any one other than the Client and Consultant. Consultant's work product may not be used or relied upon by any other person without Consultant's express written consent.
- c. This Agreement (consisting of Pages 1 to 8, inclusive), together with the Attachments identified in Section 12 above), constitutes the entire agreement between Client and Consultant and supersedes all prior written or oral understandings.

ARTICLE 14
INTELLECTUAL PROPERTY

- a. Each party retains title to all intellectual property (including all patents, trademarks, copyright, trade secrets and know how) owned or possessed by it or any of its affiliates and used by it in fulfilling its obligations under the Agreement, including any modifications or improvements made thereto ("Background IP"). All new and original intellectual property created by Consultant during the course of performing the Services ("Project IP") is the property of Consultant. Consultant grants the Client a non-exclusive, non-transferable and, unless otherwise agreed, royalty-free license to use (i) any Consultant Background IP used in the performance of the Services but only to the extent required to use any deliverables provided by Consultant for the purpose for which they have been provided, and (ii) Project IP for any purpose whatsoever.
- b. Upon receipt of full payment for the related Services all reports, drawings and other deliverables provided to the Client by Consultant will become the property of the Client.
- c. Each party will keep confidential all Confidential Information disclosed to it by the other party; provided that (a) Consultant will be able to disclose Client's Confidential Information to those persons who need to know such information for purposes that relate to the performance of the Services Except as specifically provided herein, neither party will acquire any right, title or interest in or to the Confidential Information of the other party.
- d. Information, work product, reports or deliverables provided by Consultant to Client in any form in connection with the Services is provided solely for Client's own use and for the purpose for which the Services were engaged. In no case will any such information be used in connection with any offering or sale of securities or any other financing transaction or otherwise be made available to the public generally.

ARTICLE 15
SUCCESSORS AND ASSIGNS

The Client and Consultant bind themselves and their successors, executors, administrators, assigns and legal representatives to these Terms and Conditions.

ARTICLE 16
GOVERNING LAW

Governing Law - This Agreement will be interpreted and construed in accordance with the internal laws of the State of New Jersey without giving effect to its principles of conflicts of law. The professional Service Entity acknowledges that they will comply with the requirements of NJSA 10:5-31 et. seq. and NJAC 17:27 et. seq.

ARTICLE 17
HEALTH & SAFETY

Client shall be solely responsible for the health, safety and welfare of its employees and agents and others with regard to the Work, and shall strictly comply with all health and safety rules, including but not limited to Consultant's Injury, Illness and Prevention Program or applicable guidance which may be provided by Consultant, and all other applicable rules, regulations and guidance required by Consultant, Client or applicable government agencies relating to the Work. Client is solely responsible for establishing and enforcing any additional requirements that Client deems necessary to protect its employees, Consultant's employees, and any other persons entering the site for purposes relating to Client's operations.

ARTICLE 18
PLANS AND SPECIFICATIONS

Consultant 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, the Consultant 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 19
EQUAL OPPORTUNITY

- 19.1 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 thereto, are hereby made a part of this contract and are binding upon them.
- 19.2 During the performance of this contract, the Consultant agrees as follows:
- 19.2.1 The Consultant or subconsultant, 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 Consultant 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 Consultant 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;
- 19.2.2 The Consultant or subconsultant, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive

consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

- 19.2.3 The Consultant or subconsultant, 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.
- 19.2.4 In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such consultant or subconsultant, 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;
- 19.2.5 No consultant, subconsultant, 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;
- 19.2.6 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
- 19.2.7 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.
- 19.2.8 The notices referred to in Sections 19.2.1 and 19.2.3 may be obtained at the preconstruction conference.

ARTICLE 20 **NONDISCRIMINATION**

Consultant 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 Consultant agrees that:

- 20.1 It will insert the nondiscrimination notice required by the Standard Department of Transportation Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for work or material, and, in adapted form, in all proposals for negotiated agreements.
- 20.2 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.
- 20.3 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.

ARTICLE 21
DISADVANTAGED BUSINESS ENTERPRISES

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

- 21.1 It is the policy of NJDOT that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26; Titles I & V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA); the Transportation Equity Act for the 21st Century (TEA-21); and Section V, Part B below, shall have equal opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 C.P.R., § 26(A), (C), and (F) apply to this Agreement.
- 21.2 The Subrecipient and its Consultant agree that Disadvantaged Business Enterprises, as defined in 49 C.P.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.P.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.

The following Appendices are made part of this agreement

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.

APPENDIX B - Certification of Subrecipient is attached hereto and made a part of this Agreement.

APPENDIX C - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.

APPENDIX D - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.

APPENDIX E - Certification of Subrecipient Eligibility is attached hereto and made a part of this Agreement.

APPENDIX F - Americans with Disabilities Act is attached hereto and made part of this Agreement.

APPENDIX G - Project Scope of Work is attached hereto and made a part of this Agreement.

APPENDIX H - Project Cost Estimate is attached hereto and made a part of this Agreement.

APPENDIX I - Bloomfield Resolution.

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

ATTEST:

TOWNSHIP OF BLOOMFIELD

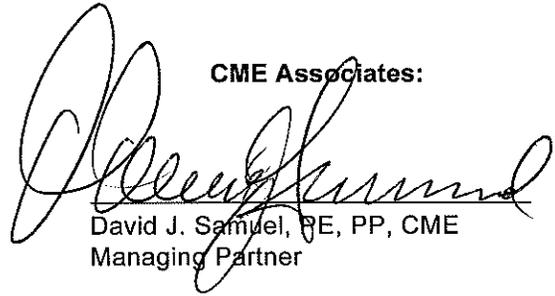

Louise Palagano, Municipal Clerk

By 
Michael J. Venezia, Mayor

ATTEST:

CME Associates:


Michael Troncone, PE
Project Manager


David J. Samuel, PE, PP, CME
Managing Partner



APPENDIX A

NONDISCRIMINATION

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

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

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



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

**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.

January 2019

**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

January 2019

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



APPENDIX E

CERTIFICATION OF SUBRECIPIENT ELIGIBILITY

I David J. Samuel 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.

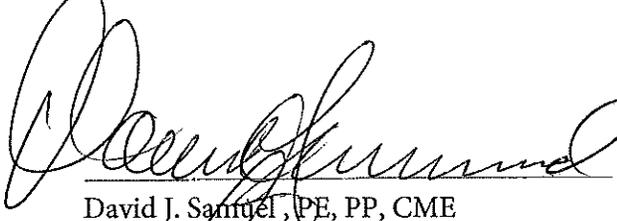
(Insert exceptions - for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest:

SUBRECIPIENT



Michael Troncone, PE
Project Manager



David J. Samuel, PE, PP, CME
Managing Partner

Date: 7/10/19



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.

APPENDIX G

TA-2014 - LACKAWANNA TRANSIT STATION IMPROVEMENT

Preliminary Engineering Scope of Work

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Project Management and Control

This task will be performed by CME and includes project management duties and overall responsibilities in the advancement of the project through Preliminary Engineering phase. Work efforts associated with this task will include budgeting, scheduling, reporting, progress meetings, agency coordination and reviews. CME will be assisted by various team members in the execution of meetings when deemed necessary.

Project Controls

- CME will maintain Project Controls throughout the duration of the project. These activities will include the preparation and filing of all project correspondences, memorandums, meeting minutes, data and background information obtained from various sources, transmittals etc. in both hard and electronic media. CME will establish an effective means of communications between the Project Sponsor, Project Team, NJDOT, Reviewing Agencies and other project stakeholder deemed necessary. CME has FTP and VPN capabilities that allow for easy access by the project team members to download electronic media.

- CME will develop and maintain a project schedule on an ongoing basis, which will identify all project milestones, activity durations, as well as critical items that drive the overall project schedule. The project schedule will be distributed to the Project Team and Stakeholder on a quarterly basis, or as deemed appropriate.
- CME's Project Manager will prepare monthly Progress Reports for use by the Township and NJDOT. The progress reports will describe work completed and milestones reached for the given period, work to be performed and milestone dates anticipated over the next period, a description of action items and issues that have arisen in advancement of the project that warrant resolution.
- CME's Project Manager will prepare monthly invoices and Progress Reports in accordance with NJDOT invoicing requirements

Meetings and Coordination

CME will coordinate all project progress and status meetings, and prepare and distribute meeting agendas, including handouts if applicable, and minutes. All design related and decision making actions will be noted in the Design Communication Report (DCR), which will be updated and maintained throughout the project duration.

CME anticipates the following meetings for this project:

1. Progress and Status Meetings - The CME team anticipates the following progress and status meetings. Team members to participate will be based on topic of discussions and context of meeting;
 - a. Monthly Conference Calls (Total of 6).
 - b. Progress Meeting, when directed (Total of 1);
2. Design Review Meeting - The CME Team proposes one (1) design review meeting with Township, County Officials, NJDOT BEPR and LA, etc.

Design Communication Report

CME's Project Manager will maintain a Design Communication Report (DCR) throughout the PE Phase consistent with NJDOT guidelines. DCR will provide a record of all relevant communication, decisions, agreements and approvals that occur between the Project Team and stakeholders.

Our method and procedure for maintaining the DCR will include indexing relevant project correspondences and meeting minutes, and other pertinent documentation. Design Communication documents will be forwarded to the Township for their

review and acceptance and cataloged in the final DCR. Decision records within the report will be organized chronologically and by subject.

Quality Assurance and Quality Control

CME will use our current approved NJDOT Quality Assurance and Control Manual and serve as the basis for executing Quality Assurance and Control for the project to achieve and sustain a high standard of performance by our firm and subconsultants. The plan includes quality control organization, employee responsibilities, and specific procedures that are to be followed to insure the quality of the product. CME and our subconsultants will perform QA/QC on all project deliverable under this task. CME's assigned Quality Control Officer will be responsible for assuring documents reviews and requirements are met in accordance with our plan.

Initiate Preliminary Engineering (3005)

The CME Team will attend a kickoff meeting with Bloomfield, NJDOT and other project stakeholders deemed necessary to commence Preliminary Engineering (PE). Key items of discussions at the kickoff meeting will include a review of the project scope, schedule, and budget, as well as project design and permitting requirements. CME will prepare Meeting Minutes documenting the kickoff meeting.

Prepare Control Survey Report (3015)

CME will establish a control survey, in accordance with the Survey Manual Section 8.3 – Project Based on Other Systems, for the project and prepare a control survey report. This report will consist of the control survey and data required to establish primary control for the project. The survey control report will be prepared in accordance with NJDOT Survey Report requirements. A copy of the report will be submitted to Bloomfield for their review and comments.

Conduct Topographic Survey (3020)

CME will perform topographic survey that provides documentation, within specific project limits and offsets, of the site's existing field conditions, including existing baselines, centerlines, existing and proposed Right-of-Way (ROW) lines, structure clearances, drainage systems, utility lines, control points, and elevations. The topographic survey will begin once control survey points are established. A project survey report will not be prepared for this localized topographic survey.

Prepare Base Maps (3025)

CME will develop base maps which depict in detail the required existing topography. The base maps will cover the ramp areas identified on the Townships Preliminary Plans including existing road baselines, baseline information and existing ROW deed search results. This data will be provided in accordance with Article 51 Standards and Procedures and current Township CADD Standards.

Prepare Horizontal & Vertical Geometry (3030)

CME will use the NJDOT Sample Plans and Standard Roadway Construction Details as a guide to layout the proposed curb ramp designs. Approximately 60 curb ramps will be included. The proposed curb ramps will tie into the existing base map to produce an accurate depiction of the proposed impacts. CME will prepare Technical Infeasible Forms (TIF-1) for any proposed curb ramps that will not conform to NJDOT standards.

Stokes Creative Group (SCG) will create a cohesive wayfinding sign design that compliments existing signage, incorporating the historical presence, economic vitality and community pride of Bloomfield based on consultation with Township officials and other stakeholders. SCG will deliver the design files in the proper format for the sign manufacturer (.pdf, InDesign, etc.) on CD Rom, flash drive or digitally.

A second option for the wayfinding signage is to approach Bloomfield College Graphics Department to run a contest with their students. Stokes will act as the liaison with the school and project team, overseeing the contest, schedule and final delivery. The contest can run for approximately 1 month, with the Township voting on the design of their choice. The unveiling of the design could coordinate with promoting the new improvements in the area.

Existing inlets adjacent to proposed curb ramp work will be evaluated for bicycle safe grates and DEP compliant curb openings. If required, new grate castings and curb pieces will be proposed. No additional drainage work will be included.

Establish Utility Contacts and Verification Request Letter (3045)

CME will prepare letter no. 1 and 2 to confirm utilities present within the project limits, establish utility contacts and verify the presences of utility facilities within the project limits. Utility contacts will be documented. The request letter and two sets of base plans will be forwarded to each utility company to identify the approximate location and types of their existing facilities on the base plans. CME will also request future capital plans within the project limits.

Update Base Plans & Identify Conflicts (3055)

CME will coordinate with the affected utility companies and incorporate the collective utility company comments onto the base maps. CME will identify potential utility conflicts between existing utility facilities and proposed design. Utility relocations are not proposed. Proposed utility work is assumed to be limited to valve, junction box, and manhole cover resets.

Determine Traffic Engineering Facility Locations (3090)

A pedestrian count, vehicular count, and vehicular speed study will be conducted to prove the warrant for the proposed mid-block crosswalks at Lackawanna Place. Accident reports will also be gathered to support the warrant for the crosswalks. Warrants will also be investigated for the proposed crosswalk at Burroughs Place. CME will establish the proposed crosswalk and rectangular rapid flashing beacon layout. Conceptual level plans will be prepared. Any potential underground or aerial utility conflicts will be identified and resolved. Existing traffic signals and push buttons will not be evaluated. No traffic signal work or pedestrian push button improvements will be included with this project.

Initiate ROW Impact Plan (3115)

CME will determine all potential Right of Way impacts from the proposed improvements. CME will investigate the block and lot numbers along with the owners' names for each parcel. CME will submit a draft Right of Entry Letter to Township and NJDOT for review and comments. CME will revise the letter as necessary to address comments. CME will prepare Right of Entry Letters and design sketches for each impacted private property and submit to those owners. Preparation of Right of Way Parcel Maps and descriptions are not proposed for this project.

Prepare Preliminary Roadway Plans (3070)

CME will prepare preliminary civil plans for the proposed curb ramps and wayfinding signs to a level of detailed necessary to support obtaining an approved environmental document. The plan will include the horizontal and vertical geometry. CME will prepare plans for maintaining pedestrian access during construction, including construction sign layout and pedestrian detours. The following preliminary plans are anticipated:

- Title Sheet
- General Notes and Legend Sheet
- Construction Plans
- Curb Ramp Details
- Wayfinding Signing Layout Plan
- Construction Details

Preliminary Engineering Design Meeting (3075)

CME will prepare for and schedule a Preliminary Engineering Design meeting with NJDOT and Township to present our preliminary design and plans.

Prepare Construction Cost Estimate (3135)

CME will prepare a Preliminary Construction Cost Estimate and utilize the plans developed during preliminary engineering activities.

Prepare Draft Preliminary Engineering Report (3160)

CME will prepare and submit a Draft Preliminary Engineering (PE) Report to the Township for review and comment. The Draft PE Report will include the Environmental Document, Final Design Scope Statement, and the appropriate plans in support of the Environmental Document. CME will use the PE Report template lists as a guide in preparing the Draft PE Report.

Develop Public Involvement Action Plan (3185)

Stokes Creative Group, along with CME will work with the Township of Bloomfield to develop the Public Involvement Action Plan (PIAP), identifying critical needs and goals for the public involvement during the project Preliminary engineering. The PIAP will include strategies for communicating project information to stakeholders, residents, commuters and visitors. The purpose of the plan is to solicit public involvement as early as possible. The PIAP will include reviewing any current plans and efforts within the community, strategic approaches to implement effective and engaging communication, a stakeholder list and strategic partnerships, schedule of meetings with local officials, citizens groups, external public and private agencies and any others impacted by the proposed project. It should be noted that the PIAP is a "living" document that shall be amended in consultation with all stakeholders as the project advances.

Public Outreach and Information Center (3865)

This task will be coordinated by Stokes Creative Group (SCG) with assistance from CME and include PE community and public outreach efforts.

Public Involvement Action Plan (PIAP)

SCG, along with CME staff will work with the Township of Bloomfield Project Manager to review, update and enhance the Public Involvement Action Plan (PIAP), identifying critical needs and goals for the public involvement during the project Preliminary engineering and final design phases. The PIAP will include strategies for communicating project information to stakeholders, residents, commuters and visitors. The purpose of the plan is to solicit public involvement, as early as possible, within the PE phase and to modify the plan if needed during Final Design (FD). The PIAP will include reviewing any current plans and efforts within the community, strategic approaches to implement effective and engaging communication, a stakeholder list and strategic partnerships, local officials, citizens groups, external public and private agencies and any others impacted by the proposed project.

Stakeholder Maintenance

Stokes will develop a stakeholder list by reviewing any current stakeholder list,

PE Scope of Services

Lackawanna Transit Station Improvements

updating and maintaining the list over the 12 months of the project. The updates will be derived from attendees at the stakeholder and public meetings. A mailing list which will include both traditional and electronic mailing and contact information will be continuously updated with information from federal, state, county and local officials as well as neighborhood associations, civic and cultural groups, environmental organizations, associations of low income, minority, elderly and/or disabled constituents, etc. This list will be utilized to send project-related information and invitations to public meetings and/or officials' briefings.

Public / Stakeholders Meeting

To effectively engage the public project, we will maintain relationships and the open dialogue established with local stakeholders. Stakeholders will include public officials, Essex County, Bloomfield College, Bloomfield Historic Preservation Commission, Bloomfield Center Alliance, Station users. SCG and CME will arrange for one (1) Stakeholder meeting during PE. Follow up communications and consultation with stakeholders will be done via telephone and electronic communication throughout the duration of the project as needed.

Public Information Center Meeting

SCG and CME staff will work with Bloomfield Township to schedule and hold Public Information Center (PIC) session under PE to inform the public about the project, the improvements and benefits of the project and how to stay engaged with the project regarding proposed improvements, construction impacts, project schedule and input regarding wayfinding signage. The PIC is a community outreach forum to develop a partnership with the public and maintain an open and cohesive dialogue.

The CME Team will create meeting materials including an informational flyer containing project info, FAQ's and resources to obtain additional information, sign-in sheets and meeting summary reports. Prior to the meetings, SCG will prepare and disseminate meeting notices, press releases. The CME Team will create and supply two (2) project display boards for use at the stakeholder and public meetings.

SCG will also create social media posts regarding the progress of the project, traffic pattern changes and updates to pedestrian access at key project milestones. These posts will be delivered in word format to the Town of Bloomfield to post on the townships social media channels.

Prepare CED (3870)

The CME Team will assist NJDOT in preparation of the CED document by providing technical elements / sections of the document, as required.

List of Deliverables

Below is a list of anticipated deliverables for the project. The necessary copies of each document will be as required by NJDOT and Township or reviewing agencies /

authorities. Copies of all reports will be forwarded to the Township for review prior to finalizing.

- Survey Report
- Existing Conditions / Project Basemaps
- Technically Infeasible Forms
- Preliminary Engineering Report (with PE Plans and Estimates)
- Right of Entry Letters and Documentation

Additional Community Outreach (If Requested)

Conduct Community Profile

One of the first items of work will be to develop a Community profile. SCG will utilize Census data, Demographic Profiles and interviews to determine the presence or absence of Environmental Justice (EJ). If EJ communities are present, they will need to be engaged in the Public Outreach. Stakeholders will be engaged at this stage to get local input. The Community Profile will be used in preparing the Public Involvement Action Plan.

APPENDIX H

TA-2014 - LACKAWANNA TRANSIT STATION IMPROVEMENT

Cost Proposal – Preliminary Engineering

Consultant Summary Budget Form

Project Title: Lackawanna Place Improvements - Bloomfield

Phase of Work: Preliminary Engineering

Firm's Name: CME ASSOCIATES

Labor Costs

Direct Labor	\$	65,580.90
Overhead (119.30%)	\$	78,238.02
Subtotal Labor	\$	143,818.92

Non-Salary Direct Expenses (Prime Only)

Misc Supplies	\$	-
Travel (500 mi @ \$0.535 / mi)	\$	267.50
Printing and Reproduction (Outside Service Est.)	\$	2,500.00
Telephone	\$	-
Postage, Overnight	\$	500.00
Computer Services\Graphics	\$	-
Permit Fees (SCD Certification, RFA)	\$	-
Testing	\$	-
Testpits and Borings	\$	-
	\$	-

Subtotal Non-Salary Direct Expenses \$ 3,267.50

Subconsultant Fees

Stokes Creative Group, Inc	\$	20,551.93
Techniquiest Corporation	\$	3,800.00
Stokes Creative Group, Inc (If Required)	\$	9,308.88
Subtotal Subconsultant Fees	\$	33,660.81

Fixed Fee at 21% \$ 13,771.99

TOTAL \$ 194,519.22

Budget Period: Through July 2019

CME ASSOCIATES
 NJDOT TAP Design Assistance Program
 Manhour Staffing Schedule and Cost Summary
 Lackawanna Place - Bloomfield, New Jersey
 Preliminary Engineering

TASK DESCRIPTION	Partner	Principal	Sr. Spvg Engineer	Survey Manager	Spvg Engineer	Lead Engineer	Senior Engineer	Engineer I I	Engineer II	Spvg Designer	Land Surveyor	Senior Designer	Party Chief	Field / Design Tech	Clerical	Total
	PIX	PV/III	PV/II	PV/II	PVI	PV	PIV	P II	P II	EI-5	EI-5	EI-4	EI-4	ET-2	CLER	
ASCE Grade																
Project Management (Subtotal)	1	2	44	0	3	6	4	0	0	0	0	0	0	0	15	76
A - Project Controls	1	2	44	0	3	6	4	0	0	0	0	0	0	0	15	76
B - Meetings and Coordination	1	2	22	0	4	6	4	0	0	0	0	0	0	0	8	27
D - O&OC	0	2	2	0	0	0	0	0	0	0	0	0	0	0	1	44
II - PIE Documentation (Subtotal)	0	0	8	4	0	4	2	0	0	0	0	0	0	0	2	20
3005 - Initiate Preliminary Engineering	0	0	8	4	0	4	2	0	0	0	0	0	0	0	2	20
III - Survey (Subtotal)	0	0	0	12	0	0	0	0	0	0	200	20	170	182	0	544
3015 - Prepare Control Survey Report	0	0	0	12	0	0	0	0	0	0	200	20	170	182	0	544
3020 - Conduct Topographic Survey	0	0	0	16	0	0	0	0	0	0	90	12	80	12	0	48
3025 - Prepare Base Maps	0	0	0	40	0	0	0	0	0	0	90	20	170	80	0	358
V - Utilities	0	0	8	0	0	0	16	0	38	6	0	42	0	0	0	110
3045 - Establish Utility Contacts and Verification Request	0	0	8	0	0	0	16	0	38	6	0	42	0	0	0	110
3055 - Update Base Plans & Identify Conflicts	0	0	2	0	0	0	8	0	20	2	0	12	0	0	0	48
VI - Engineering Design (Subtotal)	1	7	35	6	38	55	136	30	208	16	40	155	0	40	18	785
3030 - Prepare Horizontal & Vertical Geometry	1	7	35	6	38	55	136	30	208	16	40	155	0	40	18	785
3035 - Determine Traffic Engineering Facility Locations	1	7	35	6	38	55	136	30	208	16	40	155	0	40	18	785
3115 - Initiate ROW Impact Plan	1	7	35	6	38	55	136	30	208	16	40	155	0	40	18	785
3070 - Prepare Preliminary Roadway Plans	1	7	35	6	38	55	136	30	208	16	40	155	0	40	18	785
3075 - Preliminary Design Meeting	1	7	35	6	38	55	136	30	208	16	40	155	0	40	18	785
3105 - Prepare Construction Cost Estimate	1	7	35	6	38	55	136	30	208	16	40	155	0	40	18	785
3145 - Conduct Constructability Review	1	7	35	6	38	55	136	30	208	16	40	155	0	40	18	785
3160 - Prepare Draft Preliminary Engineering Report	1	7	35	6	38	55	136	30	208	16	40	155	0	40	18	785
3065 - Public Outreach and Information Center	1	7	35	6	38	55	136	30	208	16	40	155	0	40	18	785
3185 - Develop Public Involvement Action Plan	1	7	35	6	38	55	136	30	208	16	40	155	0	40	18	785
VII - Environmental (Subtotal)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
3070 - Prepare CED	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
TOTAL HOURS	2	9	96	32	47	72	158	30	246	22	240	217	170	222	35	1,643
Direct Labor Hourly Rate	\$ 75.00	\$ 86.97	\$ 76.83	\$ 70.93	\$ 81.25	\$ 50.85	\$ 43.83	\$ 38.81	\$ 28.56	\$ 42.66	\$ 44.23	\$ 34.15	\$ 28.98	\$ 18.81	\$ 16.64	\$ 16.64
Escalation (3%)	\$ 77.25	\$ 89.58	\$ 79.13	\$ 73.06	\$ 63.09	\$ 52.59	\$ 45.25	\$ 39.97	\$ 29.42	\$ 43.94	\$ 45.56	\$ 35.17	\$ 30.88	\$ 17.11	\$ 17.14	\$ 17.14
Direct Labor Costs	\$ 154.50	\$ 806.21	\$ 7,588.95	\$ 5,990.75	\$ 2,649.88	\$ 3,771.78	\$ 7,149.17	\$ 1,193.23	\$ 7,236.53	\$ 986.65	\$ 10,933.66	\$ 7,832.87	\$ 5,249.50	\$ 3,798.04	\$ 593.87	\$ 65,580.90

Consultant Summary Budget Form

Project Title: Lackawanna Place Improvements - Bloomfield

Phase of Work: Preliminary Engineering

Firm's Name: Stokes Creative Group, Inc.

Labor Costs

Direct Labor	\$	5,985.12
Overhead (204.84%)	\$	12,259.93
Subtotal Labor	\$	18,245.05

Non-Salary Direct Expenses (*Prime Only*)

Misc Supplies	\$	-
Travel (950 mi @ \$0.535 / mi rounded)	\$	500.00
Printing and Reproduction (Outside Service Est.)	\$	350.00
Telephone	\$	-
Postage, Overnight	\$	-
Computer Services\Graphics	\$	-
Permit Fees (SCD Certification, RFA)	\$	-
Testing	\$	-
Testpits and Borings	\$	-
Tolls & Parking	\$	200.00
Subtotal Non-Salary Direct Expenses	\$	1,050.00

Subconsultant Fees

Subconsultant #1	\$	-
Subconsultant #2	\$	-
Subtotal Subconsultant Fees	\$	-

Fixed Fee at 21% \$ 1,256.88

TOTAL \$ 20,551.93

Budget Period: Through July 2019

Stokes Creative Group, Inc
 NJDOT TAP Design Assistance Program
 Manhour Staffing Schedule and Cost Summary
 Lackawanna Place - Bloomfield, New Jersey
 Preliminary Engineering

TASK DESCRIPTION ASCE Grade	Project Manager	Public Outreach Environ	Senior Graphic Designer	Photographer II	Writer/Text Editor II	Total
	PV	PV	PIV	PII	PII	
Project Management (Subtotal)	0	0	0	0	0	0
A - Project Controls						0
B - Meetings and Coordination						0
D - QA/QC						0
II - PE Documentatton (Subtotal)	0	0	0	0	0	0
3005 - Initiate Preliminary Engineering						0
III - Survey (Subtotal)	0	0	0	0	0	0
3015 - Prepare Control Survey Report						0
3020 - Conduct Topographic Survey						0
3025 - Prepare Base Maps						0
V - Utilities	0	0	0	0	0	0
3045 - Establish Utility Contacts and Verification Request						0
3055 - Update Base Plans & Identify Conflicts						0
VI - Engineering Design (Subtotal)	28	56	32	24	24	164
3030 - Prepare Horizontal & Vertical Geometry						0
3090 - Determine Traffic Engineering Facility Locations						0
3115 - Initiate ROW Impact Plan						0
3070 - Prepare Preliminary Roadway Plans						0
3075 - Preliminary Design Meeting						0
3135 - Prepare Construction Cost Estimate						0
3145 - Conduct Constructability Review						0
3160 - Prepare Draft Preliminary Engineering Report						0
3865 - Public Outreach and Information Center	20	32	32	24	16	124
3185 - Develop Public Involvement Action Plan	8	24			8	40
4610 - Secure ROE						0
VII - Environmental (Subtotal)	0	0	0	0	0	0
3870 - Prepare CED						0
TOTAL HOURS:	28	56	32	24	24	164
Direct Labor Hourly Rate	\$ 60.00	\$ 36.00	\$ 31.25	\$ 20.00	\$ 26.45	
Escalation (3%)	\$ 61.80	\$ 37.08	\$ 32.19	\$ 20.60	\$ 27.24	
Direct Labor Costs	\$ 1,730.40	\$ 2,076.48	\$ 1,030.00	\$ 494.40	\$ 653.84	\$ 5,985.12

Consultant Summary Budget Form

Project Title: Lackawanna Place Improvements - Bloomfield

Phase of Work: Preliminary Engineering - If Required

Firm's Name: Stokes Creative Group, Inc.

Labor Costs

Direct Labor	\$	2,793.36
Overhead (204.84%)	\$	5,721.92
Subtotal Labor	\$	8,515.28

Non-Salary Direct Expenses (*Prime Only*)

Misc Supplies	\$	-
Travel (200 mi @ \$0.535 / mi)	\$	107.00
Printing and Reproduction (Outside Service Est.)		
Telephone	\$	-
Postage, Overnight	\$	-
Computer Services\Graphics	\$	-
Permit Fees (SCD Certification, RFA)	\$	-
Testing	\$	-
Testpits and Borings	\$	-
Tolls & Parking	\$	100.00
Subtotal Non-Salary Direct Expenses	\$	207.00

Subconsultant Fees

Subconsultant #1	\$	-
Subconsultant #2		
Subtotal Subconsultant Fees	\$	-

Fixed Fee at 21%	\$	586.61
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TOTAL	\$	<u>9,308.88</u>
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Budget Period: Through July 2019

Stokes Creative Group
 NJDOT TAP Design Assistance Program
 Manhour Staffing Schedule and Cost Summary
 Lackawanna Place - Bloomfield, New Jersey
 Preliminary Engineering

TASK DESCRIPTION	Project Manager	Public Outreach Environ	Senior Graphic Designer	Photographer II	Writer/Text Editor II	Total
	ASCE Grade PV	PV	PIV	PII	PII	
Project Management (Subtotal)	0	0	0	0	0	0
A - Project Controls						0
B - Meetings and Coordination						0
D - QA/QC						0
II - PE Documentation (Subtotal)	0	0	0	0	0	0
3005 - Initiate Preliminary Engineering						0
III - Survey (Subtotal)	0	0	0	0	0	0
3015 - Prepare Control Survey Report						0
3020 - Conduct Topographic Survey						0
3025 - Prepare Base Maps						0
V - Utilities	0	0	0	0	0	0
3045 - Establish Utility Contacts and Verification Request						0
3055 - Update Base Plans & Identify Conflicts						0
VI - Engineering Design (Subtotal)	0	0	0	0	0	0
3030 - Prepare Horizontal & Vertical Geometry						0
3090 - Determine Traffic Engineering Facility Locations						0
3115 - Initiate ROW Impact Plan						0
3070 - Prepare Preliminary Roadway Plans						0
3075 - Preliminary Design Meeting						0
3135 - Prepare Construction Cost Estimate						0
3145 - Conduct Constructability Review						0
3160 - Prepare Draft Preliminary Engineering Report						0
3865 - Public Outreach and Information Center						0
3185 - Develop Public Involvement Action Plan						0
4610 - Secure ROE						0
VII - Environmental (Subtotal)	14	52	0	0	0	66
3870 - Prepare CED	14	52				66
TOTAL HOURS:	14	52	0	0	0	66
Direct Labor Hourly Rate	\$ 60.00	\$ 36.00	\$ 31.25	\$ 20.00	\$ 26.45	
Escalation (3%)	\$ 61.80	\$ 37.08	\$ 32.19	\$ 20.60	\$ 27.24	
Direct Labor Costs	\$ 865.20	\$ 1,928.16	\$ -	\$ -	\$ -	\$ 2,793.36

TechniQuest Corporation
Traffic Engineering / Data Collection Services
Cost Estimate for Pedestrian counts in Bloomingfield

7/11/2018

The estimated costs to perform these services are detailed below:

Task	Task #	Project Manager	Senior Engineer	Engineer / Data Analyst	Junior Engineer	Senior Technician	Supervisor	Technician	Administrator	Total Hours	Total \$
Mobilization*		PV.II \$92.77	PVI \$64.31	PIII \$36.75	PII \$20.00	ETIV \$22.50	ETII \$22.24	ETII \$16.75	CL \$26.57	0	\$0.00
Review										0	\$0.00
Review the location - field trip										0	\$0.00
Turning Movement & Vehicle Classification Counts											
Setup for counts										0	\$0.00
Data Collection										0	\$0.00
Data Reduction**										0	\$0.00
Reporting										0	\$0.00
ATR Counts (x Locations)						1	19			1	\$22.50
Setup for counts						38				57	\$1,277.56
Data Collection						1				1	\$22.50
Data Reduction**										0.5	\$17.90
Reporting				0.5						0	\$0.00
Pedestrian Counts (x Locations)											
Setup for counts										0	\$0.00
Data Collection										0	\$0.00
Data Reduction										0	\$0.00
Reporting										0	\$0.00
Travel Time Runs											
										0	\$0.00
FIELD INFORMATION (GEOMETRY)											
										0	\$0.00
FIELD OBSERVATIONS											
										0	\$0.00
REPORTING											
										0	\$0.00
QA/QC											
										0	\$0.00
Project Management											
		0	0	0.5	0	40	19	0	0	59.5	\$1,340.46
Total Hours		\$0.00	\$0.00	\$17.90	\$0.00	\$900.00	\$422.86	\$0.00	\$0.00		
Total \$											\$1,340.46

Labor	\$1,340.46
Overhead (162%)	\$2,171.54
Fixed Fee (21% D/L)	\$281.50
Total Labor Costs	\$3,793.50

Direct Expenses

KATR (x unit @ xx' locations)	
Equipment usage fee	
Supplies	
Third party processing	
Mileage, tolls, parking	
Total	\$0.00

Total Project Costs

Total Labor Costs	\$3,793.50
Direct Expenses	\$0.00
Total Project Costs	\$3,793.50
Say	\$ 3,800.00

Scope of Work

3 Pedestrian Locations - Typical weekends 6 AM to 10 AM, 3 PM to 7 PM, Sat 10 AM to 2 PM
 - Pedestrian Counts

Hours are provided for reference only, however, this is a time-saver proposal
 * Setup the count plan, prepare sketches for surveys, call each individual
 ** on-road, combine, label, verification and transcription



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 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, 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, 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 Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at NJAC 17:27.

CME Associates herein agrees to comply with the mandatory language of the above pursuant to P.L. 1975, c. 127.

Sworn on this

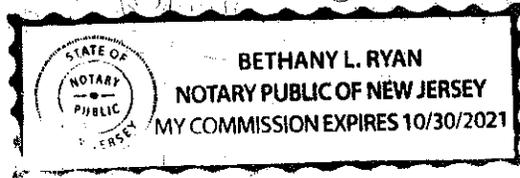
10th

day of

July, 2019

Bethany L. Ryan
Notary Public, State of New Jersey

David J. Samuel
David J. Samuel, P.E., P.P., C.M.E.
Managing Partner, CME Associates



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
P.O. BOX 282
TRENTON, NJ 08646-0282

TAXPAYER NAME:

STEFANI, J. SAMUEL, D., CORNELL, J. MCCLELLA

TRADE NAME:

CONSULTING AND MUNICIPAL ENGINEERS

TAXPAYER IDENTIFICATION#

223-484-435/000

CONTRACTOR CERTIFICATION#

0115495

ADDRESS

1460 ROUTE 9 SOUTH
HOWELL, NJ 07731

ISSUANCE DATE:

05/07/02

EFFECTIVE DATE

01/01/97

Francis A. Gattuso
Deputy Director

FORM-BRC(08-01)

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

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-2017** to **15-FEB-2020**

CME ASSOCIATES
1460 ROUTE 9, SOUTH
HOWELL

NJ 07731-4194



A handwritten signature in black ink, appearing to read "Ford M. Scudder".

FORD M. SCUDDER
State Treasurer



CONSAND-01

MORTIZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2018

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 Van Dyk Group 12800 Long Beach Blvd Beach Haven Terrace, NJ 08008	CONTACT NAME: PHONE (A/C, No, Ext): (609) 492-1511	FAX (A/C, No): (609) 492-7643
	E-MAIL ADDRESS:	
INSURED Consulting and Municipal Engineers, LLP 1460 Route 9 South Howell, NJ 07731	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Travelers Indemnity Company of America	NAIC # 25666
	INSURER B: Travelers Indemnity of Connecticut	25682
	INSURER C: Travelers Indemnity Company	25658
	INSURER D: The Travelers Indemnity Company of Connecticut	25682
	INSURER E: Continental Insurance Company of New Jersey	42625
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab.			680-1H021694	8/1/2018	8/1/2019	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-0C107858	8/1/2018	8/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-0C139592	8/1/2018	8/1/2019	EACH OCCURRENCE \$ 9,000,000
							AGGREGATE \$ 9,000,000
							\$
D	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	UB-8K11194A	8/1/2018	8/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab.			AEH288341883	12/15/2018	12/15/2019	Each Claim: 2,000,000
E	Professional Liab.			AEH288341883	12/15/2018	12/15/2019	Aggregate: 3,000,000

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

CERTIFICATE HOLDER FOR GENERAL INFORMATION PURPOSES ONLY	CANCELLATION 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