



Request for Quotes

MASTER PLANS & DESIGNS – Liberty State Park and Greenway

	Date	Time
Due Date For Quotes	11/14/22	11:59 PM
End of Question and Answer Period	10/17/22	11:59 PM

Dates are subject to change. All times contained in the Request for Quotes (RFQ) refer to Eastern Time.

All changes will be reflected in Bid Amendments to the RFQ posted on the Department of Environmental Protection's website.

RFQ Issued By:

State of New Jersey
Department of Environmental Protection
401 E. State Street, Mail Code 401-07
Trenton, NJ 08625-0420

Date: September 16, 2022
Updated: September 27, 2022
Updated: October 26, 2022

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ATTACHMENT 4 – State Price Sheet
ATTACHMENT 5 – Notice of Executive Order 166 Requirement for Posting of Winning Proposal and Contract Documents

1 INTRODUCTION AND SUMMARY OF THE REQUEST FOR QUOTES

This Request for Quotes (RFQ) is issued by the New Jersey Department of Environmental Protection (Department or Using Agency). The Contract will be awarded in the State of New Jersey's eProcurement system, [NJSTART \(www.njstart.gov\)](http://www.njstart.gov). The awarded Contractor is advised to read through all Quick Reference Guides (QRGs) located on the [NJSTART Vendor Support Page](#) for information.

1.1 PURPOSE, INTENT AND BACKGROUND

The purpose of this RFQ is to solicit Quotes for firms or individuals (Bidders) with demonstrated experience in public space and/or public life analyses, urban design, parks design and development, architecture, engineering, landscape design or other related fields to assist with the planning and design activities to facilitate the creation of master planning and detailed design documents (Master Plans & Designs) for Liberty State Park (LSP) and the recently acquired 9-mile abandoned rail corridor in Essex and Hudson Counties (Greenway) (collectively the Parks).

The Department will select and contract with one or more qualified Bidders to conduct activities to facilitate the creation of the Master Plans & Designs in accordance with Work Order(s) issued during the Contract Term. The selected Bidders shall furnish all expertise, labor, and resources to provide complete services necessary for Work Order(s).

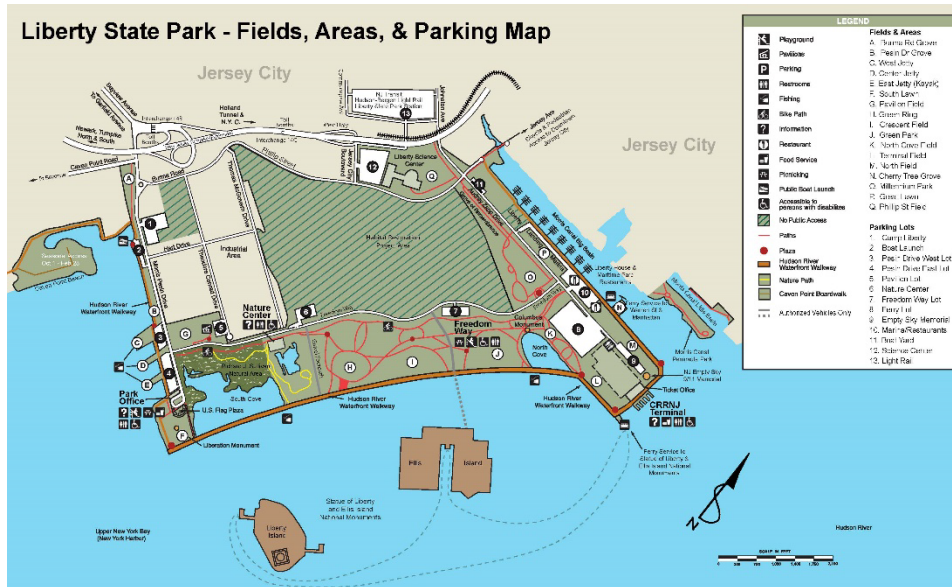
As set forth in the individual Work Order(s), activities may include, but shall not be limited to, in whole or in part:

- a. Assessment of design needs, challenges, opportunities, and alternatives relating to, among other things, safety and security, remedial activities, ecological and habitat restoration, impact studies, stormwater management, renewable energy options, equitable public access and ADA compliance, recreational amenities, pedestrian and bike trail, internal circulation and other transportation considerations, interpretive amenities, wayfinding and signage, design features, natural resource conservation, zoning analysis, complimentary or associated infrastructure and supportive community and economic development opportunities including arts, concessions and eco-tourism opportunities;
- b. Development of planning and design documents relating to, among other things, safety and security, remedial activities, ecological and habitat restoration, stormwater management, renewable energy options, equitable public access and ADA compliance, recreational amenities, pedestrian and bike trail, internal circulation and other transportation considerations, interpretive amenities, wayfinding and signage, design features, natural resource conservation, zoning analysis, complimentary or associated infrastructure and supportive community and economic development opportunities including arts, concessions and eco-tourism opportunities;
- c. Development of Master Plans & Designs for each of the Parks; and
- d. Support the Department in community engagement and stakeholder management.

The selected Bidder(s) shall be responsible for and shall act as prime coordinator(s) for all subconsultant services needed to complete the work and shall allow sufficient time to review and correct the work of sub-consultants prior to submission to the Department.

The selected Bidder(s) shall be required to coordinate all work under this Contract with the Department and its State and Local partners.

Liberty State Park



Liberty State Park (LSP), located along the waterfront of Jersey City, Hudson County, is New Jersey's most visited state park and an urban oasis with more than five million visitors annually. It serves as both a national and international destination, offering access to and views of famous landmarks like the Statue of Liberty, Ellis Island, and the Manhattan skyline. Comprised of approximately 1,200 acres of State-owned lands and waters situated where the Hudson River meets the Upper New York Bay, LSP stands as one of the last contiguous open green spaces along the highly developed Northern New Jersey/New York City waterfront. Approximately 235 acres situated within the interior of LSP have been unavailable to the public for generations due to the contamination of environmental media from historic industrial activities in this area of New Jersey.

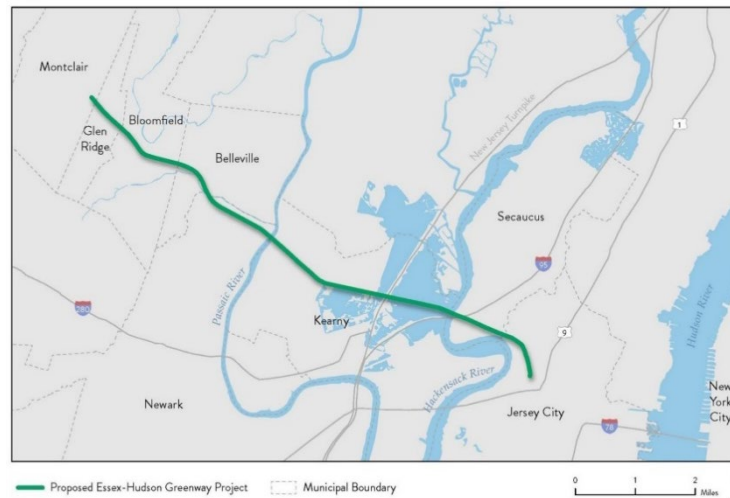
To reach its full potential as a destination that serves both the members of its host community of Jersey City as well as visitors from far and wide, LSP requires a focused, coordinated and timely approach to planning, improvement, management and access.

In furtherance of this goal, on August 5, 2021, the Department created the Liberty State Park Design Task Force (Task Force) to engage a plurality of stakeholders and community members to provide advice and recommendations on its plans for the inclusion of active recreation amenities at LSP. The Task Force has provided significant feedback and input and the Department is currently evaluating those recommendations, the implementation of which may be furthered under this Contract.

Additionally, on June 30, 2022, Governor Phil Murphy signed the Liberty State Park Conservation, Recreation, and Community Inclusion Act (P.L.2022, c.45), extending the Task Force for a period of twenty-four months to further advise the Department on development of short and long-term actions to improve the remainder of LSP and directing the Department to develop a master plan that includes improvements to facilities, programs and amenities, creation of transportation and mobility services to ensure equitable public access, preservation of natural resources, and actions to improve climate resilience.

Through the issuance of this RFQ, the Department seeks to continue the critical work of implementing the Task Force's recommendations for both the Interior Restoration Project and the development short-term actions and the LSP master plan that includes timelines, milestones, protocols, outreach strategies, funding needs and opportunities any other information determined to be relevant or necessary by the Department.

Greenway



Proposed Greenway alignment. Map by Open Space Institute, where “Essex-Hudson Greenway” is the same line as the “Greenway.”

On August 19, 2022, the Department, with the cooperation of its partners at the Norfolk Southern Railroad and the Open Space Institute, acquired a long-dormant 8.63-mile rail line in Essex and Hudson Counties for the purpose of developing a multimodal, walking, biking, and transit Greenway. The Department envisions converting this blighted corridor into a thriving active transportation corridor, traversing two of the most densely populated counties in New Jersey – and in the nation – providing new, safe, and equitable opportunities for outdoor recreation and open space enjoyment in eight New Jersey communities (Montclair, Glen Ridge, Bloomfield, Belleville, Newark, Kearny, Secaucus, and Jersey City). In this heavily industrialized region, the Greenway provides a once-in-a-generation open space opportunity to provide a destination for exercise, recreation, and open space access, improve regional transportation and stormwater performance, and spur equitable economic growth and redevelopment in the surrounding communities. The Greenway will establish a new level of connectivity between its communities; it will create a linear network of new green spaces and a shared use path that will enable seamless walking and biking connections between Montclair and Jersey City through Newark.

The Greenway project uses the right-of-way of the eastern portion of NJ Transit’s former Boonton Line (New York and Greenwood Lake Railway), averaging 100 feet wide and encompassing 135 acres. The Department will operate the Greenway in accordance with a federal railbanking order issued by the Surface Transportation Board and has underlying agreements with NJ Transit to accommodate joint trail and transit uses.

The Department acquired the Greenway with a combination of Green Acres funding from the Garden State Preservation Trust Fund and federal funding via the Federal American Rescue Plan Act – Coronavirus State Fiscal Recovery Fund. While using Green Acres funds for acquisition requires the Greenway to be utilized for recreation and conservation purposes, in recognizing the need for appropriate development flexibility for the Greenway to realize its true transformative potential, the Department acquired the corridor subject to appropriate reservations to allow use for transit, utility, and other economically beneficial uses consistent with the Greenway’s underlying recreational purpose. Additionally, as a condition of receiving Coronavirus State Fiscal Recovery Funding, the Greenway must be designed in a manner that incorporates compatible stormwater infrastructure. Due to the legacy of industrial pollution in the vicinity of the Greenway, its development for public use requires the implementation of appropriate remedial measures to protect public health, safety, and the environment.

Recognizing that development of this unique land asset requires partnership and coordination between relevant State agencies, counties, municipalities, and local stakeholders, including those whose mission is focused on advancing the causes of equity and environmental justice, as well as other appropriate parties with knowledge and experience in urban or linear park development, through the issuance of this RFQ, the Department seeks assistance with planning and design activities to facilitate a master plan for phased development of the Greenway. The master plan would include timelines, milestones, protocols, outreach strategies, funding needs and opportunities any other information determined to be relevant or necessary by the Department.

In preparing this strategic master plan, the Department would consider: (1) the necessity to provide recreational activities to the citizens of this State, including, but not limited to facilities, design capacities, and the Greenway's relationship to other available recreational areas or amenities; (2) the multi-modal nature of the Greenway, its history as a transit corridor in the State, and the potential to enhance regional transit solutions; (3) existing historical sites and potential restorations or compatible development; (4) the range of uses and potential uses of the Greenway in the urban environments of the older, intensively developed communities through which it passes, including, but not limited to, stormwater retention, conveyance, and overflow prevention; (5) how development of the Greenway can address the needs of and avoid adverse impacts upon its host communities; and (6) existing patterns of development and any relevant master plan or other plan of development, including planning to support desired equitable economic development along the former rail line.

The Department has collected certain background, preliminary design and other supporting information that may be reviewed by Bidder(s) in preparation of their response to this RFQ at <https://nj.gov/dep/parksandforests/parks/thegreenway.html>.

It is the intent of the State to award Contract(s) to those responsible Bidder(s) whose Quote(s), conforming to this RFQ, are most advantageous to the State of New Jersey (State), price and other factors considered. The State may award any or all price lines or no price lines in its sole discretion. The State, however, reserves the right to separately procure individual requirements that are the subject of the Contract during the Contract term, when deemed to be in the State's best interest.

The State of New Jersey Standard Terms and Conditions (SSTC) included with this RFQ will apply to all Contracts made with the State. These terms are in addition to the terms and conditions set forth in this RFQ and should be read in conjunction with them unless the RFQ specifically indicates otherwise.

1.2 ORDER OF PRECEDENCE OF CONTRACTUAL TERMS

The Contract awarded, and the entire agreement between the parties, as a result of this RFQ shall consist of: (1) Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions; (2) the State of New Jersey Standard Terms and Conditions; (3) this RFQ; and (3) the Quote, including any attachments or documents incorporated by reference therein. In the event of a conflict in the terms and conditions among the documents comprising this Contract, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking as noted above.

Any other terms or conditions, not included with the Bidder's Quote and accepted by the State, shall not be incorporated into the Contract awarded. Any references to external documentation, included those documents referenced by a URL, including without limitation, technical reference manuals, technical support policies, copyright notices, additional license terms, etc., are subject to the terms and conditions of the RFQ, Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions and the State of New Jersey Standard Terms and Condition. In the event of any conflict between the terms of a document incorporated by reference the terms and conditions of the RFQ, Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions and the State of New Jersey Standard Terms and Condition shall prevail.

2 PRE-QUOTE SUBMISSION INFORMATION

The Bidder assumes sole responsibility for the complete effort required in submitting a Quote and for reviewing the Quote submission requirements and the Scope of Work requirements.

2.1 QUESTION AND ANSWER PERIOD

The Using Agency will electronically accept questions and inquiries from all potential Bidders.

- A. Questions should be directly tied to the RFQ and asked in consecutive order, from beginning to end, following the organization of the RFQ; and

A Bidder shall submit questions only to the Using Agency designee by email: greenway@dep.nj.gov. The Using Agency will not accept any question in person or by telephone concerning this RFQ. The cut-off date for electronic questions and inquiries relating to this RFQ is indicated on the RFQ cover sheet. In the event that questions are posed by Bidders, answers to such questions will be issued by Addendum. Any Addendum to this RFQ will become part of this RFQ and part of any Contract awarded as a result of this RFQ. Addenda to this RFQ, if any, will be posted to the Using Agency's website.

2.2 BID AMENDMENTS

In the event that it becomes necessary to clarify or revise this RFQ, such clarification or revision will be by Bid Amendment. Any Bid Amendment will become part of this RFQ and part of any Contract awarded. Bid Amendments will be posted with RFQ posted on Using Agency website. There are no designated dates for release of Bid Amendments. It is the sole responsibility of the Bidder to be knowledgeable of all Bid Amendments related to this RFQ.

3 QUOTE SUBMISSION REQUIREMENTS

3.1 QUOTE SUBMISSION

In order to be considered for award, the Quote must be received by the Using Agency, by the required date and time indicated on the RFQ cover sheet. If the Quote opening deadline has been revised, the new Quote opening deadline shall be shown on the posted Bid Amendment. Quotes not received prior to the Quote opening deadline shall be rejected.

Bidders shall submit all Quotes to greenway@dep.nj.gov.

3.2 BIDDER RESPONSIBILITY

The Bidder assumes sole responsibility for the complete effort required in submitting a Quote in response to this RFQ. No special consideration will be given after Quotes are opened because of a Bidder's failure to be knowledgeable as to all of the requirements of this RFQ. The State assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a Quote in response to this RFQ or any pre-contract award costs incurred.

3.3 BIDDER ADDITIONAL TERMS SUBMITTED WITH THE QUOTE

A Bidder may submit additional terms as part of its Quote. Additional terms are Bidder-proposed terms or conditions that do not conflict with the scope of work required in this RFQ, the terms and conditions of this RFQ, Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions or the State of New Jersey Standard Terms and Conditions. Bidder proposed terms or conditions that conflict with those contained the State of New Jersey Standard Terms and Conditions will render a Quote non-responsive. It is incumbent upon the Bidder to identify and remove its conflicting proposed terms and conditions prior to Quote submission.

Quotes including Bidder proposed additional terms may be accepted, rejected, or negotiated, in whole or in part, at the State's sole discretion.

If a Bidder intends to propose terms and conditions that conflict with the terms and conditions of this RFQ, Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions or the State of New Jersey Standard Terms and Conditions, those Bidder proposed terms and conditions shall only be considered if submitted and agreed to pursuant to the question and answer procedure.

3.4 QUOTE CONTENT

The Quote should be submitted with the attachments organized in following manner:

- Forms
- Technical Quote
- State Price Sheet

A Bidder should not password protect any submitted documents. Use of URLs in a Quote should be kept to a minimum and shall not be used to satisfy any material term of a RFQ. If a preprinted or other document included as part of the Quote contains a URL, a printed copy of the information should be provided and will be considered as part of the Quote.

3.5 FORMS, REGISTRATIONS AND CERTIFICATIONS TO BE SUBMITTED WITH QUOTE

A Bidder is required to complete and submit the following forms which can be found [here](#).

3.5.1 OWNERSHIP DISCLOSURE FORM

Pursuant to N.J.S.A. 52:25-24.2, in the event the Bidder is a corporation, partnership or limited liability company, the Bidder must disclose all 10% or greater owners by (a) completing and submitting the Ownership Disclosure Form with the Quote; (b) if the Bidder has submitted a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement, the Using Agency may rely upon that form; however, if there has been a change in ownership within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote; or, (c) a Bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

A Bidder's failure to submit the information required by N.J.S.A. 52:25-24.2 will result in the rejection of the Quote as non-responsive and preclude the award of a Contract to said Bidder.

3.5.2 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

The Bidder should submit Disclosure of Investment Activities in Iran form to certify that, pursuant to N.J.S.A. 52:32-58, neither the Bidder, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Bidder, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

3.5.3 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

The Bidder should submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its Quote, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

3.5.4 MACBRIDE PRINCIPLES FORM

The Bidder should submit the MacBride Principles Form. Pursuant to N.J.S.A. 52:34-12.2, a Bidder is required to certify that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

3.5.5 SERVICE PERFORMANCE WITHIN THE UNITED STATES

The Bidder should submit a completed Source Disclosure Form. Pursuant to N.J.S.A. 52:34-13.2, all Contracts primarily for services shall be performed within the United States. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

3.5.6 SUBCONTRACTOR UTILIZATION PLAN

Bidders intending to use Subcontractor(s) shall list all subcontractors on the Subcontractor Utilization Plan form.

For a Quote that does NOT include the use of any Subcontractors, the Bidder is automatically certifying that, if selected for an award, the Bidder will be performing all work required by the Contract.

If it becomes necessary for the Contractor to substitute a Subcontractor, add a Subcontractor, or substitute its own staff for a Subcontractor, the Contractor will identify the proposed new Subcontractor or staff member(s) and the work to be performed. The Contractor shall forward a written request to substitute or add a Subcontractor or to substitute its own staff for a Subcontractor to the State Contract Manager for consideration. The Contractor must provide a completed Subcontractor Utilization Plan, a detailed justification documenting the necessity for the substitution or addition, and resumes of its proposed replacement staff or of the proposed Subcontractor's management, supervisory, and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the Subcontractor is to undertake. The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the Contractor in its Quote. The State Contract Manager will forward the request to the Director for approval.

NOTE: No substituted or additional Subcontractors are authorized to begin work until the Contractor has received written approval from the State.

3.5.6.1 SMALL BUSINESS AND/OR DISABLED VETERANS' BUSINESS SUBCONTRACTING SET-ASIDE CONTRACT

This is a Contract with set-aside subcontracting for New Jersey Small Business Enterprises and/or Disabled Veterans' Business.

If the Bidder intends to subcontract, it must submit a Subcontractor Utilization Plan and shall take the following actions to make a good faith effort to solicit and hire eligible New Jersey Small Business Enterprises and/or Disabled Veterans' Business:

- A. The Bidder shall attempt to locate qualified potential New Jersey Small Business Enterprises and/or Disabled Veterans' Business subcontractors;
- B. The Bidder shall request a listing of New Jersey Small Business Enterprises and/or Disabled Veterans' Business from the Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit if none are known to the Bidder;
- C. The Bidder shall keep a record of its efforts, including the names of businesses contacted and the means and results of such contacts;
- D. The Bidder shall provide all potential subcontractors with detailed information regarding the specifications; and
- E. The Bidder shall attempt, wherever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes.

A Bidder's failure to satisfy New Jersey Small Business Enterprises and/or Disabled Veterans' Business set aside subcontracting or to provide sufficient documentation of its good faith efforts within seven (7) business days upon of a request may preclude award of a Contract to the Bidder.

Each Bidder awarded a Contract which contains the set-aside subcontracting requirement shall fully cooperate in any studies or surveys which may be conducted by the State to determine the extent of the Bidder's compliance with N.J.A.C. 17:13-1.1 et seq., and this RFQ.

3.5.7 PAY TO PLAY PROHIBITIONS

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), the State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods.

Prior to awarding any Contract or agreement to any Business Entity, the Business Entity proposed as the intended Contractor of the Contract shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. Failure to submit the required forms will preclude award of a Contract under this RFQ.

Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made.

3.5.8 AFFIRMATIVE ACTION

The intended Contractor and its named subcontractors must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. If the Contractor and/or its named subcontractors are not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval, it/they must complete and submit the Affirmative Action Employee Information Report (AA-302). Information, instruction and the application are available at

https://www.state.nj.us/treasury/contract_compliance/index.shtml.

3.5.9 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

The Bidder should submit Certification of Non-Involvement in Prohibited Activities in Russia or Belarus form to: (1) certify that, pursuant to P.L.2022, c.3, the Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022, c.3, section 1.e, except as permitted by federal law; or (2) if unable to certify because the Bidder, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus, provide a detailed, accurate and precise description of the activities. If the Bidder certifies that it is engaged in activities prohibited by P.L. 2022, c. 3, the Bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after certification, shall provide an updated certification.

If the Bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the Department shall not make an award to the Bidder.

3.5.10 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Contract. A

Bidder should verify its Business Registration Certification Active status on the “Maintain Terms and Categories” Tab within its profile in [NJSTART](#). In the event of an issue with a Bidder’s Business Registration Certification Active status, [NJSTART](#) provides a link to take corrective action.

3.6 TECHNICAL QUOTE

The Bidder shall describe its approach, qualifications and plans for accomplishing the work outlined in the Scope of Work. The Bidder shall set forth its understanding of the requirements of this RFQ and its approach to successfully complete the Contract. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of the Bidder’s Quote. Bidder shall indicate that it wishes its Quote to be considered for: (1) LSP; (2) the Greenway; or (3) both.

3.6.1 MANAGEMENT OVERVIEW

The Bidder shall set forth its overall technical approach and plans to meet the requirements of the RFQ in a narrative format. This narrative shall demonstrate to the Evaluation Committee that the Bidder understands the objectives that the Contract is intended to meet, the nature of the required work, and the level of effort necessary to successfully complete the Contract. The narrative shall demonstrate that the Bidder’s approach and plans to undertake and complete the Contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFQ tasks and subtasks are strongly discouraged, as they do not provide insight into the Bidder’s approach to complete the Contract. The Bidder’s response to this section shall demonstrate to the Evaluation Committee that the Bidder’s detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate, and that the Bidder’s Quote will lead to successful Contract completion.

3.6.2 CONTRACT MANAGEMENT

The Bidder shall describe its specific plans to manage, control and supervise the Contract to ensure satisfactory Contract completion according to the required schedule. The plan shall include the Bidder’s approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

3.6.3 ORGANIZATIONAL EXPERIENCE

The Bidder shall include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Bidder’s qualifications, and capabilities to perform the services required by this RFQ. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of Bidder’s Quote.

3.6.4 LOCATION

The Bidder shall include the address of where responsibility for managing the Contract will take place. The Bidder shall include the telephone number and name of the individual to contact.

3.6.5 ORGANIZATION CHARTS

The Bidder should include an organization chart, with names showing management, supervisory and other key personnel (including Subcontractor management, supervisory, or other key personnel) to be assigned to the Contract. The chart should include the labor category and title of each such individual.

3.6.6 RESUMES

Detailed resumes shall be submitted for all management, supervisory, and key personnel to be assigned to the Contract. Resumes shall emphasize relevant qualifications and experience of these individuals in successfully completing Contracts of a similar size and scope to those required by this RFQ. Resumes should include the following:

- A. The individual's previous experience in completing each similar Contract;
- B. Beginning and ending dates for each similar Contract;
- C. A description of the Contract demonstrating how the individual's work on the completed Contract relates to the individual's ability to contribute to successfully providing the services required by this RFQ; and
- D. With respect to each similar Contract, the name and address of each reference together with a person to contact for a reference check and a telephone number.

The Bidder shall provide detailed resumes for each Subcontractor’s management, supervisory, and other key personnel that demonstrate knowledge, ability, and experience relevant to that part of the work which the Subcontractor is designated to perform.

3.6.7 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

The Bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the Bidder's ability to successfully complete services similar to those required by this RFQ. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFQ. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFQ. For each such contract listed, the Bidder should provide two (2) names and telephone numbers of individuals for contracting party. Beginning and ending dates should also be given for each contract.

The Bidder must provide details of any negative actions taken by other contracting entities against them in the course of performing these projects including, but not limited to, receipt of letters of potential default, default, cure notices, termination of services for cause, or other similar notifications/processes. Additionally, the Bidder should provide details, including any negative audits, reports, or findings by any governmental agency for which the Bidder is/was the Contractor on any contracts of similar scope. In the event a Bidder neglects to include this information in its Quote, the Bidder's omission of necessary disclosure information may be cause for rejection of the Bidder's Quote by the State.

The Bidder should provide documented experience to demonstrate that each Subcontractor has successfully performed work on contracts of a similar size and scope to the work that the Subcontractor is designated to perform in the Bidder's Quote. The Bidder must provide a detailed description of services to be provided by each Subcontractor.

3.6.8 FINANCIAL CAPABILITY OF THE BIDDER

The Bidder should provide sufficient financial information to enable the State to assess the financial strength and creditworthiness of the Bidder and its ability to undertake and successfully complete the Contract. In order to provide the State with the ability to evaluate the Bidder's financial capacity and capability to undertake and successfully complete the Contract, the Bidder should submit the following:

- A. For publicly traded companies the Bidder should provide copies or the electronic location of the annual reports filed for the two most recent years; or
- B. For privately held companies the Bidder should provide the certified financial statement (audited or reviewed) in accordance with applicable standards by an independent Certified Public Accountant which include a balance sheet, income statement, and statement of cash flow, and all applicable notes for the most recent calendar year or the Bidder's most recent fiscal year.

If the information is not supplied with the Quote, the State may still require the Bidder to submit it. If the Bidder fails to comply with the request within seven (7) business days, the State may deem the Quote non-responsive.

A Bidder may designate specific financial information as not subject to disclosure when the Bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination to accept the assertion and shall so advise the Bidder.

3.7 STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS, AS SUPPLEMENTED

The Bidder shall provide a signed copy of the State of New Jersey Standard Terms and Conditions (SSTC) and Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions (Attachments 1 and 2) and shall provide proof of insurance as required therein. In addition to any information otherwise required herein, the Bidder shall further provide all information identified in the Information Sheet and Checklist for Waivers and Delegated Purchasing Authority Transactions (Attachment 3).

3.8 STATE PRICE SHEET INSTRUCTIONS

The Bidder must submit its pricing using the State Price Sheet accompanying this RFQ as Attachment 4.

Any price changes including handwritten revisions, or "white-outs" must be initialed. Failure to initial price changes shall preclude a Contract award from being made to the Bidder pursuant to N.J.A.C. 17:12-2.2(a)(8).

Bidder shall provide a single, all-inclusive hourly rate for activities conducted in accordance with any Work Order(s) issued during the Contract Term. Bidder shall additionally provide hourly rates for each title expected to be assigned to Work Orders(s) and the estimated percentage each title is expected to contribute to the overall project.

Failure to provide this information shall preclude a Contract award from being made to the Bidder pursuant to N.J.A.C. 17:12-2.2(a)(8)

Where the State-Supplied Price Sheet includes an estimate quantity column, Bidders are advised that estimated quantities may vary throughout the Contract term resulting from this RFQ. There is no guaranteed minimum or maximum volume for these price lines.

3.8.1 USE OF “NO BID” VERSUS “NO CHARGE” ON THE STATE-SUPPLIED PRICE SHEET

All price lines must be filled out in accordance with the instructions above. If the Bidder is not submitting a price for an item on a price line, the Bidder must indicate “No Bid” on the State-Supplied Price Sheet accompanying this RFQ. If the Bidder will supply an item on a price line free of charge, the Bidder must indicate “No Charge” on the State-Supplied Price Sheet accompanying this RFQ. The use of any other identifier may result in the Bidder’s Quote being deemed non-responsive.

4 SCOPE OF WORK

4.1 MASTER PLANS & DESIGNS

From time to time as services are necessary, the Department shall issue Work Orders to the Contractor(s) to conduct planning and design activities to facilitate the creation of the Master Plans & Designs during the Contract Term. Work Orders shall identify the specific services sought, time for performance, budget and other relevant information. As applicable, Work Orders may be awarded in accordance with the mini-bid process set forth in Section 6.10.

In completing work under this Contract, the Contractor(s) shall be responsible for and shall act as prime coordinator(s) for all subconsultant services needed to complete the work and shall allow sufficient time to review and correct the work of sub-consultants prior to submission to the Department. The Contractor(s) shall also be required to coordinate all work under this Contract with the Department and its State and Local partners.

Specifically with regard to each of the Parks, Work Orders may include planning and design activities related to the following.

Liberty State Park

- a. Planning and design of active and passive recreation amenities that will compliment and become integrated with natural resources restoration and conservation activities conducted as part of the Interior Restoration Project;
- b. Assessment, including analysis of alternatives, of short-term recreational development and natural resource conservation opportunities to improve public use and enjoyment of LSP;
- c. Assessment of needs, challenges, opportunities, and alternatives relating to, additional improvements to facilities, programs and amenities, transportation and mobility options to ensure equitable access, natural resource restoration and preservation and climate resilience, taking into account the diversity of LSP's surrounding communities, the need for equitable recreational and cultural opportunities and local participation and benefits;
- d. Development of a master plan that incorporates items (a)-(c) above and includes associated timelines, milestones, protocols, outreach strategies, funding needs and opportunities any other information determined to be relevant or necessary by the Department;
- e. Development of detailed Designs to implement the master plan; and
- f. Facilitation of community and stakeholder engagement in furtherance of the above.

Greenway

- a. Assessment of design needs, challenges, opportunities, and alternatives relating to, among other things, safety and security, remedial activities, ecological and habitat restoration, stormwater management, equitable public access, recreational amenities, pedestrian and bike trail, interpretive amenities, design features, natural resource conservation, and complimentary or associated infrastructure and economic development.
- b. Development of planning and design documents relating to, among other things, safety and security, remedial activities, ecological and habitat restoration, stormwater management, equitable public access, recreational amenities, pedestrian and bike trail, interpretive amenities, design features, natural resource conservation, and complimentary or associated infrastructure and economic development;
- c. Development of a master plan that incorporates items (a)-(b) above and includes associated timelines, milestones, protocols, outreach strategies, funding needs, opportunities, and any other information determined to be relevant or necessary by the Department for each of the Parks;
- d. Development of detailed Designs to implement the master plan; and
- e. Facilitation of community and stakeholder engagement in furtherance of the above.

For each of the above activities, the Contractor(s) would consider: (1) the necessity to provide recreational activities to the diversity of citizens in the Greenway's surrounding communities and the State; (2) the Greenway's relationship to other available recreational areas or amenities, as well as its multi-modal nature, its history as a transit corridor in the State, and its potential to enhance regional transit solutions; (3) existing historical sites and potential restorations or compatible development; (4) the range of the Greenway's uses and potential uses in the urban environments of the older, intensively developed communities through which it passes, including, but not limited to, stormwater retention, conveyance, and overflow prevention; (5) how development of the Greenway can address the needs of and avoid adverse impacts upon its host communities; and (6) existing patterns of development, including other relevant development plans, and ways to support desired equitable economic development along the former rail line.

5 **GENERAL CONTRACT TERMS**

The Contractor shall have sole responsibility for the complete effort specified in this Contract. Payment will be made only to the Contractor. The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under this Contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this Contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the deliverables, goods or services, shall not be construed as a waiver of any rights that the State may have arising out of the Contractor's performance of this Contract.

5.1 **CONTRACT TERM AND EXTENSION OPTION**

The base term of this Contract shall commence on or about January 1, 2023, for a period of two years. This contract may be extended for up to two one-year extensions but may not extend past December 31, 2026.

5.2 **OWNERSHIP OF MATERIAL**

- A. **State Data** – The State owns State Data. Contractor shall not obtain any right, title, or interest in any State Data, or information derived from or based on State Data. State Data provided to Contractor shall be delivered or returned to the State of New Jersey upon thirty (30) days notice by the State or thirty (30) days after the expiration or termination of the Contract. Except as specifically required by the requirements of the RFQ, State Data shall not be disclosed, sold, assigned, leased or otherwise disposed of to any person or entity other than the State unless specifically directed to do so in writing by the State Contract Manager.
- B. **Work Product; Services** – The State owns all Deliverables developed for the State in the course of providing Services under the Contract, including but not limited to, all data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the Contract, including but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the Services required under the Contract.
- C. **Vendor Intellectual Property; Commercial off the Shelf Software (COTS) and Customized Software** – Contractor retains ownership of all Vendor Intellectual Property, and any modifications thereto and derivatives thereof, that the Contractor supplies to the State pursuant to the Contract, and grants the State a non-exclusive, royalty-free license to use Vendor Intellectual Property delivered to the State for the purposes contemplated by the Contract for the duration of the Contract including all extensions. In the event Contractor provides its standard license agreement terms with its Quote, such terms and conditions must comply with *RFQ Section 1.4 – Order of Precedence of Contractual Terms*.
- D. **Third Party Intellectual Property** – Unless otherwise specified in the RFQ that the State, on its own, will acquire and obtain a license to Third Party Intellectual Property, Contractor shall secure on the State's behalf, in the name of the State and subject to the State's approval, a license to Third Party Intellectual Property sufficient to fulfill the business objectives, requirements and specifications identified in the Contract at no additional cost to the State beyond that in the Quote price. In the event Contractor is obligated to flow-down commercially standard third party terms and conditions customarily provided to the public associated with Third Party Intellectual Property and such terms and conditions conflict with RFQ requirements, including the SSTC, the State will accept such terms and conditions with the exception of the following: indemnification, limitation of liability, choice of law, governing law, jurisdiction, and confidentiality. The RFQ including the SSTC shall prevail with respect to such conflicting terms and conditions. In addition, the State will not accept any provision requiring the State to indemnify a third party or to submit to arbitration. Such terms are considered void and of no effect. third party terms and conditions should be submitted with the Quote. If Contractor uses Third Party Intellectual Property, Contractor must indemnify the State for infringement claims with respect to the Third Party Intellectual Property. Contractor agrees that its use of Third Party Intellectual Property shall be consistent with the license for the Third Party Intellectual Property, whether supplied by the Contractor, secured by the State as required by the RFQ, or otherwise supplied by the State.
- E. **Work Product; Custom Software** – The State owns all Custom Software which shall be considered "work made for hire", i.e., the State, not the Contractor, subcontractor, or third party, shall have full and complete ownership of all such Custom Software. To the extent that any Custom Software may not, by operation of the law, be a "work made for hire" in accordance with the terms of the Contract, Contractor, subcontractor, or third party hereby assigns to the State, or Contractor shall cause to be assigned to the State, all right, title and interest in and to any such Custom Software and any copyright thereof, and the State shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available.
- F. **State Intellectual Property** – The State owns all State Intellectual Property provided to Contractor pursuant to the Contract. State Intellectual Property shall be delivered or returned to the State of New Jersey upon thirty (30) days' notice by the State or thirty (30) days after the expiration or termination of the Contract. The State grants Contractor a non-exclusive, royalty-free, license to use State Intellectual Property for the purposes contemplated by the Contract. Except as specifically required by the requirements of the RFQ, State Intellectual Property shall not be disclosed, sold, assigned, leased or otherwise disposed

of to any person or entity other than the State unless specifically directed to do so in writing by the State Contract Manager. The State's license to Contractor is limited by the term of the Contract.

- G. **No Rights** – Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon Contractor any right, title, or interest in State Intellectual Property or any intellectual property that is now owned or licensed to or subsequently owned by or licensed by the State. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Vendor Intellectual Property that is now owned or subsequently owned by Contractor. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Third Party Intellectual Property that is now owned or subsequently owned by a third party.

5.3 SUBSTITUTION OF STAFF

If a Contractor needs to substitute any management, supervisory or key personnel, the Contractor shall identify the substitute personnel and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted for the individual(s) proposed as substitute(s) whom must have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The Contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the State Contract Manager.

5.4 ELECTRONIC PAYMENTS

With the award of this Contract, the successful Contractor(s) will be required to receive its payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, you must complete the EFT information within your **NJSTART** Vendor Profile. Please refer to the QRG entitled "Vendor Profile Management – Company Information and User Access" for instructions.

6 QUOTE EVALUATION AND AWARD

6.1 RECIPROCITY FOR JURISDICTIONAL BIDDER PREFERENCE

In accordance with N.J.S.A. 52:32-1.4, the State of New Jersey will invoke reciprocal action against an out-of-State Bidder whose state or locality maintains a preference practice for its in-state Bidders. The State of New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Procurement Officials, or the National Institute of Governmental Purchasing or a State's statutes and regulations to identify States having preference laws, regulations, or practices and to invoke reciprocal actions. The State of New Jersey may obtain additional information as it deems appropriate to supplement the stated survey information.

A Bidder may submit information related to preference practices enacted for a State or Local entity outside the State of New Jersey. This information may be submitted in writing as part of the Quote response, including name of the locality having the preference practice, as well as identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to Bidder, etc. It is the responsibility of the Bidder to provide documentation with the Quote or submit it to the Using Agency within five (5) business days after the deadline for Quote submission. Written evidence for a specific procurement that is not provided to the Using Agency within five (5) business days of the public Quote submission date may not be considered in the evaluation of that procurement, but may be retained and considered in the evaluation of subsequent procurements.

6.2 CLARIFICATION OF QUOTE

After the Quote Opening Date, unless requested by the State as noted below, Bidder contact with the Using Agency regarding this RFQ and the submitted Quote is not permitted. After the Quotes are reviewed, one (1), some or all of the Bidders may be asked to clarify inconsistent statement contained within the submitted Quote.

6.3 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES

The State reserves the right to inspect the Bidder's establishment before making an award, for the purposes of ascertaining whether the Bidder has the necessary facilities for performing the Contract.

6.4 STATE'S RIGHT TO CHECK REFERENCES

The State may also consult with clients of the Bidder during the evaluation of Quotes. Such consultation is intended to assist the State in making a Contract award that is most advantageous to the State.

6.5 EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate Quotes received in response to this RFQ. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.

6.5.1 TECHNICAL EVALUATION CRITERIA

The following criteria will be used to evaluate and score Quotes received in response to this RFQ. Each criterion will be scored, and each score multiplied by a predetermined weight to develop the Technical Evaluation Score:

- A. Personnel: The qualifications and experience of the Bidder's management, supervisory, and key personnel assigned to the Contract, including the candidates recommended for each of the positions/roles required;
- B. Experience of firm: The Bidder's documented experience in successfully completing Contract of a similar size and scope in relation to the work required by this RFQ; and
- C. Ability of firm to complete the Scope of Work based on its Technical Quote: The Bidder's demonstration in the Quote that the Bidder understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the Contract.

6.5.2 PRICE EVALUATION

For evaluation purposes, Bidders will be ranked from lowest to highest according to the all-inclusive hourly rate on the State-Supplied Price Sheet accompanying this RFQ with an award issued in accordance with the standard set forth in Section 6.9.

6.6 QUOTE DISCREPANCIES

In evaluating Quotes, discrepancies between words and figures will be resolved in favor of words. Discrepancies between Unit Prices and totals of Unit Prices will be resolved in favor of Unit Prices. Discrepancies in the multiplication of units of work and Unit Prices will be resolved in favor of the Unit Prices. Discrepancies between the indicated total of multiplied Unit Prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

6.7 BEST AND FINAL OFFER (BAFO)

The Using Agency may invite one (1) Bidder or multiple Bidders to submit a Best and Final Offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that does not result in more advantageous pricing to the State will not be considered, and the State will evaluate the Bidder's most advantageous previously submitted pricing.

The Using Agency may conduct more than one (1) round of BAFO in order to attain the best value for the State.

BAFOs will be conducted only in those circumstances where it is deemed to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Bidder is advised to submit its best technical and price Quote in response to this RFQ since the State may, after evaluation, make a Contract award based on the content of the initial submission

If the Using Agency contemplates BAFOs, Quote prices will not be publicly read at the Quote opening. Only the name and address of each Bidder will be publicly announced at the Quote opening.

6.8 POOR PERFORMANCE

A Bidder with a history of performance problems may be bypassed for consideration of an award issued as a result of this RFQ. The following materials may be reviewed to determine Bidder performance:

- A. Contract cancellations for cause pursuant to *State of New Jersey Standard Terms and Conditions Section 5.7(B)*;
- B. information contained in Vendor performance records;
- C. information obtained from audits or investigations conducted by a local, state or federal agency of the Bidder's work experience;
- D. current licensure, registration, and/or certification status and relevant history thereof; or
- E. Bidder's status or rating with established business/financial reporting services, as applicable.

Bidders should note that this list is not exhaustive.

6.9 CONTRACT AWARD

Contract award(s) will be made with reasonable promptness by written notice to those responsible Bidder(s), whose Quote(s), conforming to this RFQ, is(are) most advantageous to the State, price, and other factors considered.

6.10 POST AWARD DISTRIBUTION OF WORK

For each activity, the Department will conduct a mini-bid with all Contractors to distribute a Work Order. A Contractor wishing to participate in the mini-bid shall submit a proposal based on the all-inclusive hourly rate submitted with its Quote, for the activities identified in the Work Order(s). The Department will select the proposal(s) most advantageous to the State, price and other factors considered, for each Work Order

7 GLOSSARY

Acceptance – The written confirmation by the Using Agency that Contractor has completed a Deliverable according to the specified requirements.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: labor costs, overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Apparel - means any clothing, headwear, linens or fabric.

Apparel Contracts - include all purchases, rentals or other acquisition of apparel products by the State of New Jersey, including authorizations by the State of New Jersey for vendors to sell apparel products through cash allowances or vouchers issued by the State of New Jersey, and license agreements with a public body.

Apparel Production - includes the cutting and manufacturing of apparel products performed by the vendor or by any subcontractors, but not including the production of supplies or sundries such as buttons, zippers, and thread.

Best and Final Offer or BAFO – Pricing timely submitted by a Bidder upon invitation by the Procurement Bureau after Quote opening, with or without prior discussion or negotiation.

Bid or RFQ – The documents which establish the bidding and Contract requirements and solicits Quotes to meet the needs of the Using Agencies as identified herein, and includes the RFQ, State of New Jersey Standard Terms and Conditions (SSTC), State Price Sheet, Attachments, and Bid Amendments.

Bid Amendment – Written clarification or revision to this RFQ issued by the Division. Bid Amendments, if any, will be issued prior to Quote opening.

Bid Opening Date – The date Quotes will be opened for evaluation and closed to further Quote submissions.

Bid Security - means a guarantee, in a form acceptable to the Division, that the bidder, if selected, will accept the contract as bid; otherwise, the bidder or, as applicable, its guarantor will be liable for the amount of the loss suffered by the State, which loss may be partially or completely recovered by the State in exercising its rights against the instrument of bid security.

Bidder – An entity offering a Quote in response to the RFQ.

Breach of Security – as defined by N.J.S.A. 56:8-161, means unauthorized access to electronic files, media, or data containing Personal Data that compromises the security,

confidentiality, or integrity of Personal Data when access to the Personal Data has not been secured by encryption or by any other method or technology that renders the Personal Data unreadable or unusable. Good faith acquisition of Personal Data by an employee or agent of the Provider for a legitimate business purpose is not a Breach of Security, provided that the Personal Data is not used for purposes unrelated to the business or subject to further unauthorized disclosure.

Business Day – Any weekday, excluding Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Calendar Day – Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Change Order – An amendment, alteration, or modification of the terms of a Contract between the State and the Contractor(s). A Change Order is not effective until it is signed and approved in writing by the Director or Deputy Director, Division of Purchase and Property.

Commercial off the Shelf Software or COTS - Software provided by Provider that is commercially available and that can be used with little or no modification.

Customized Software - COTS that is adapted or configured by Provider to meet specific requirements of the Authorized Purchaser that differ from the standard requirements of the base product. For the avoidance of doubt, “Customized Software” is not permitted to be sold to the State under the scope of this Contract.

Contract – The Contract consists of the State of NJ Standard Terms and Conditions (SSTC), the RFQ, the responsive Quote submitted by a responsible Bidder as accepted by the State, the notice of award, any Best and Final Offer, any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the State and any attachments, Bid Amendment or other supporting documents, or post-award documents including Change Orders agreed to by the State and the Contractor, in writing.

Contractor – The Bidder awarded a Contract resulting from this RFQ.

Cooperative Purchasing Program – The Division’s intrastate program that provides procurement-related assistance to New Jersey local governmental entities and boards of education, State and county colleges and other public entities having statutory authority to utilize select State Contracts issued by the Division, pursuant to the provisions of N.J.S.A. 52:25-16.1 et seq.

Cooperative Purchasing Participants - These participants include quasi-State entities, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges, and State colleges

Days After Receipt of Order (ARO) – The number of calendar days ‘After Receipt of Order’ in which the Using Agency will receive the ordered materials and/or services.

Dealer/Distributor – A Company authorized by a Bidder or Contractor as having the contractual ability to accept and fulfill orders and receive payments directly on behalf of the Contractor that is awarded a Contract. Any authorized Dealer/Distributor must agree to all terms and conditions contained within the RFQ and must agree to provide all products and services in accordance with the Contract specifications, terms, conditions and pricing.

Deliverable – Goods, products, Services and Work Product that Contractor is required to deliver to the State under the Contract.

Director – Director, Division of Purchase and Property, Department of the Treasury, who by statutory authority is the Chief Contracting Officer for the State of New Jersey; or the Director’s designee.

Disabled Veterans’ Business - means a business which has its principal place of business in the State, is independently owned and operated and at least 51% of which is owned and controlled by persons who are disabled veterans or a business which has its principal place of business in this State and has been officially verified by the United States Department of Veterans Affairs as a service disabled veteran-owned business for the purposes of department contracts pursuant to federal law. N.J.S.A. 52:32-31.2.

Disabled Veterans’ Business Set-Aside Contract - means a Contract for goods, equipment, construction or services which is designated as a Contract with respect to which bids are invited and accepted only from disabled veterans’ businesses, or a portion of a Contract when that portion has been so designated. N.J.S.A. 52:32-31.2.

Discount – The standard price reduction applied by the Bidder to all items.

Division – The Division of Purchase and Property.

Evaluation Committee – A group of individuals or a Using Agency staff member assigned to review and evaluate Quotes submitted in response to this RFQ and recommend a Contract award.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs.

Hardware – Includes computer equipment and any Software provided with the Hardware that is necessary for the Hardware to operate.

Internet of Things (IoT) - the network of physical devices, vehicles, home appliances and other items embedded with electronics, software, sensors, actuators, and network connectivity which enables these objects to connect and exchange data.

Intrastate cooperative purchasing participants - refers to political subdivisions, volunteer fire departments and first aid squads, and independent institutions of higher education and school districts pursuant to N.J.S.A. 52:25-16.1 et seq., State and county colleges pursuant to N.J.S.A. 18A:64-60 and 18A:64A-25.9, quasi-State agencies and independent authorities pursuant to N.J.S.A. 52:27B-56.1, and other New Jersey public entities having statutory authority to utilize select State contracts issued by the Division

Joint Venture – A business undertaking by two (2) or more entities to share risk and responsibility for a specific project.

Life cycle assessment – The comprehensive examination of a product’s environmental and economic aspects and potential impacts throughout its lifetime, including raw material extraction, transportation, manufacturing, use and disposal.

Life cycle cost – The amortized total cost of a product, including capital costs, installation costs, operating costs, maintenance costs, and disposal costs discounted over the lifetime of the product.

Master Blanket Purchase Order (Blanket/Blanket P.O.) – A Term Contract that allows repeated purchases from an awarded contract.

Materials in Solid Waste – Material found in the various components of the solid waste stream. General, solid waste has several components, such as municipal solid waste (MSW), construction and demolition debris (C&D), and nonhazardous industrial waste. Under RCRA Section 6002, EPA considers materials recovered from any component of the solid waste stream when designating items containing Recovered Materials.

May – Denotes that which is permissible or recommended, not mandatory.

Mobile Device - means any device used by Provider that can move or transmit data, including but not limited to laptops, hard drives, and flash drives.

Must – Denotes that which is a mandatory requirement.

Net Purchases - means the total gross purchases, less credits, taxes, regulatory fees and separately stated shipping charges not included in unit prices, made by Intrastate Cooperative Purchasing Participants, regardless of whether or not **NJSTART** is used as part of the purchase process.

No Bid – The Bidder is not submitting a price Quote for an item on a price line.

No Charge – The Bidder will supply an item on a price line free of charge.

Non-Public Data - means data, other than Personal Data, that is not subject to distribution to the public as public information. Non-Public Data is data that is identified by the State as non-public information or otherwise deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Percentage Discount or Markup - The percentage bid applied as a Markup or a Discount to a firm, fixed price contained within a price list/catalog.

Performance Security - means a guarantee, executed subsequent to award, in a form acceptable to the Division, that the successful bidder will complete the contract as agreed and that the State will be protected from loss in the event the contractor fails to complete the contract as agreed.

Personal Data means –

“Personal Information” as defined in N.J.S.A. 56:8-161, means an individual’s first name or first initial and last name linked with any one or more of the following data elements: (1) Social Security number, (2) driver’s license number or State identification card number or (3) account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual’s financial account. Dissociated data that, if linked would constitute Personal Information is Personal Information if the means to link the dissociated were accessed in connection with access to the dissociated data. Personal Information shall not include publicly available information that is lawfully made available to the general public from federal, state or local government records, or widely distributed media; and/or

Data, either alone or in combination with other data, that includes information relating to an individual that identifies the person or entity by name, identifying number, mark or description that can be readily associated with a particular individual and which is not a public record, including but not limited to, Personally Identifiable Information (PII); government-issued identification numbers (e.g., Social

Security, driver’s license, passport); Protected Health Information (PHI) as that term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and defined below; and Education Records, as that term is defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.

Personally Identifiable Information or PII - as defined by the U.S. Department of Commerce, National Institute of Standards and Technology, means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

Post-Consumer Material – Material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-Consumer Materials are part of the broader category of Recovered Materials.

Pre-Consumer Material – Materials generated in manufacturing and converting processes, such as manufacturing scrap and trimmings/cuttings.

Price List/Catalog – A document published by a manufacturer, resellers, Dealers, or Distributors that typically contains product descriptions, a list of products with fixed prices to which a Bidder’s percentage discount or markup bid is applied.

Procurement Bureau (Bureau) – The Division unit responsible for the preparation, advertisement, and issuance of RFQs, for the tabulation of Quotes and for recommending award(s) of Contract(s) to the Director and the Deputy Director.

Project – The undertakings or services that are the subject of this RFQ.

Protected Health Information or PHI - has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 means Individually Identifiable Health Information (as defined below) transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. The term “Individually Identifiable Health Information” has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996,

P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and means information that is a subset of Protected Health Information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Quasi-State Agency - is any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member, as defined in N.J.S.A. 52:27B-56.1, provided that any sale to any such bi-state governmental entity is for use solely within the State of New Jersey.

Quick Reference Guides (QRGs) – Informational documents which provide Vendors with step-by-step instructions to navigate the NJSTART eProcurement System. QRGs are available on the [NJSTART Vendor Support Page](#).

Quote – Bidder’s timely response to the RFQ including, but not limited to, technical Quote, price Quote including Best and Final Offer, any licenses, forms, certifications, clarifications, negotiated documents, and/or other documentation required by the RFQ.

Quote Opening Date - The date Quotes will be opened for evaluation and closed to further Quote submissions.

Recovered Material – Waste material and byproduct that have been recovered or diverted from solid waste, but does not include materials and byproducts generated from, and commonly reused within, an original manufacturing process.

Recycling – The series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of new products other than fuel for producing heat or power by combustion.

Recyclability – The ability of a product or material to be recovered from, or otherwise diverted from, the solid waste stream for the purpose of recycling.

Request For Quotes (RFQ) – This series of documents, which establish the bidding and contract requirements and solicits Quotes to meet the needs of the Using Agencies as identified herein, and includes the RFQ, State of NJ Standard Terms and Conditions (SSTC), price schedule, attachments, and Bid Amendments.

Retainage – The amount withheld from the Contractor payment that is retained and subsequently released upon

satisfactory completion of performance milestones by the Contractor.

Revision – A response to a BAFO request or a requested clarification of the Bidder’s Quote.

RMAN – Recovered Materials Advisory Notices provide purchasing guidance and recommendations for Recovered and Post-Consumer Material content levels for designated items.

Security Incident - means the potential access by non-authorized person(s) to Personal Data or Non-Public Data that the Provider believes could reasonably result in the use, disclosure, or access or theft of State’s unencrypted Personal Data or Non-Public Data within the possession or control of the Provider. A Security Incident may or may not turn into a Breach of Security.

Services – Includes, without limitation (i) Information Technology (IT) professional services, (ii) Software and Hardware-related services, including without limitation, installation, configuration, and training, and (iii) Software and Hardware maintenance and support and/or Software and Hardware technical support services.

Shall – Denotes that which is a mandatory requirement.

Should – Denotes that which is permissible or recommended, not mandatory.

Small Business – Pursuant to N.J.S.A. 52:32-19, N.J.A.C. 17:13-1.2, and N.J.A.C. 17:13-2.1, “small business” means a business that meets the requirements and definitions of “small business” and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one (1) of the six (6) following categories:

For goods and services - (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).

For construction services: (A) 0 to \$3,000,000 (Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201 (Category V); and (C) gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201, (Category VI).

Small Business Set-Aside Contract – means (1) a Contract for goods, equipment, construction or services which is designated as a Contract with respect to which bids are invited and accepted only from small businesses, or (2) a portion of a

Contract when that portion has been so designated.” N.J.S.A. 52:32-19.

Software - means, without limitation, computer programs, source codes, routines, or subroutines supplied by Provider, including operating software, programming aids, application programs, application programming interfaces and software products, and includes COTS, unless the context indicates otherwise.

Software as a Service or SaaS - means the capability provided to a purchaser to use the Provider’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface. The purchaser does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

State – The State of New Jersey.

State Confidential Information - shall consist of State Data and State Intellectual Property supplied by the State, any information or data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not);

State Contract Manager or SCM – The individual, responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work. The SCM cannot direct or approve a Change Order.

State Data - means all data and metadata created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State’s hardware, the Provider’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Provider. State Data includes Personal Data and Non-Public Data.

State Intellectual Property – Any intellectual property that is owned by the State. State Intellectual Property includes any derivative works and compilations of any State Intellectual Property.

State-Supplied Price Sheet – the bidding document created by the State and attached to this RFQ on which the Bidder submits its Quote pricing as is referenced and described in the RFQ.

Subtasks – Detailed activities that comprise the actual performance of a task.

Subcontractor – An entity having an arrangement with a Contractor, whereby the Contractor uses the products and/or services of that entity to fulfill some of its obligations under its State Contract, while retaining full responsibility for the performance of all Contractor's obligations under the Contract, including payment to the Subcontractor. The Subcontractor has no legal relationship with the State, only with the Contractor.

Task – A discrete unit of work to be performed.

Third Party Intellectual Property – Any intellectual property owned by parties other than the State or Contractor and contained in or necessary for the use of the Deliverables. Third Party Intellectual Property includes COTS owned by Third Parties, and derivative works and compilations of any Third Party Intellectual Property.

Unit Cost or Unit Price – All-inclusive, firm fixed price charged by the Bidder for a single unit identified on a price line.

US CERT – United States Computer Emergency Readiness Team.

USEPA – United States Environmental Protection Agency

Using Agency[ies] – A State department or agency, a quasi-State governmental entity, or an Intrastate Cooperative Purchasing participant, authorized to purchase products and/or services under a Contract procured by the Division.

Vendor – Either the Bidder or the Contractor.

Vendor Intellectual Property – Any intellectual property that is owned by Contractor and contained in or necessary for the use of the Deliverables or which the Contractor makes available for the State to use as part of the work under the Contract. Vendor Intellectual Property includes COTS or Customized Software owned by Contractor, Contractor’s technical documentation, and derivative works and compilations of any Vendor Intellectual Property.

Work Product – Every invention, modification, discovery, design, development, customization, configuration, improvement, process, Software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor’s subcontractors or a third party engaged by Contractor or its subcontractor pursuant to the Contract. Notwithstanding anything to the contrary in the preceding sentence, Work Product does not include State Intellectual Property, Vendor Intellectual Property or Third Party Intellectual Property.



State of New Jersey Standard Terms and Conditions

(Revised September 1, 2022)

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

1.0 STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. The State's terms and conditions shall prevail over any conflicts set forth in a Contractor's Quote or Proposal.

2.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

The statutes, laws, regulations or codes cited herein are available for review at the [New Jersey State Library](#), 185 West State Street, Trenton, New Jersey 08625.

2.1 BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the Contractor and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the Contractor who shall provide it to the State.

The contractor shall maintain and submit to the State a list of subcontractors and their addresses that may be updated from time to time with the prior written consent of the Director during the course of contract performance. The contractor shall submit to the State a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the Use Tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 *et seq.*) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <https://www.state.nj.us/treasury/revenue/busregcert.shtml>.

2.2 OWNERSHIP DISCLOSURE

Pursuant to N.J.S.A. 52:25-24.2, in the event the Contractor is a corporation, partnership or limited liability company, the Contractor must complete an Ownership Disclosure Form.

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Quote. A Contractor's failure to submit the completed and signed form prior to or with its Quote will result in the Contractor being ineligible for a Contract award, unless the Division has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote.

In the alternative, a Contractor with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

2.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, the Contractor must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities as directed on the form. A Contractor's failure to submit the completed and signed form will preclude the award of a Contract to said Contractor.

2.4 ANTI-DISCRIMINATION

All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 *et seq.* and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and Constructions

Contracts (Exhibit B and Exhibit C - Executive Order 151 Requirements) as appropriate.

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.

2.5 AFFIRMATIVE ACTION

In accordance with N.J.A.C. 17:27-1.1, prior to award, the Contractor and subcontractor must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Contractors or subcontractors not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at https://www.state.nj.us/treasury/contract_compliance/.

2.6 AMERICANS WITH DISABILITIES ACT

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101, et seq.

2.7 MACBRIDE PRINCIPLES

The Contractor must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

2.8 PAY TO PLAY PROHIBITIONS

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), The State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods. It shall be a breach of the terms of the contract for the business entity to:

- A. Make or solicit a contribution in violation of the statute;
- B. Knowingly conceal or misrepresent a contribution given or received;
- C. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- D. Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor or Lieutenant Governor, or to any State or county party committee;
- E. Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
- F. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- G. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
- H. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

Prior to awarding any Contract or agreement to any Business Entity, the Business Entity proposed as the intended Contractor of the Contract shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. The required form and instructions, available for review on the Division's website at <https://www.state.nj.us/treasury/purchase/forms.shtml>, shall be provided to the intended Contractor for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended Contractor shall submit to the Division, in care of the Division Procurement Specialist, the Certification and Disclosure(s) within five (5) business days of the State's request. The Certification and Disclosure(s) may be executed electronically by typing the name of the authorized signatory in the "Signature" block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form. Failure to submit the required forms will preclude award of a Contract under this Bid Solicitation, as well as future Contract opportunities; and

Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division's website at <https://www.state.nj.us/treasury/purchase/forms.shtml>, shall be provided to the intended Contractor with the Notice of Intent to Award.

2.9 POLITICAL CONTRIBUTION DISCLOSURE

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one (1) or more contracts valued at \$50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file

can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at <http://www.elec.state.nj.us/>.

2.10 STANDARDS PROHIBITING CONFLICTS OF INTEREST

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- A. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g;
- B. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the New Jersey Office of the Attorney General and the Executive Commission on Ethical Standards, now known as the State Ethics Commission;
- C. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, now known as the State Ethics Commission, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest;
- D. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee;
- E. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his/her official position to secure unwarranted privileges or advantages for the vendor or any other person; and
- F. The provisions cited above in paragraphs 2.8A through 2.8E shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards, now known as the State Ethics Commission may promulgate under paragraph 3c of Executive Order No. 189.

2.11 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The Treasurer has established a business ethics guide to be followed by a Contractor in dealings with the State. The guide can be found at: <https://www.nj.gov/treasury/purchase/pdf/BusinessEthicsGuide.pdf>.

2.12 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE

Pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

2.13 COMPLIANCE - LAWS

The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

2.14 COMPLIANCE - STATE LAWS

It is agreed and understood that any contracts and/or orders placed as a result of [this proposal] shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

2.15 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

2.16 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS

The Contractor should submit the Disclosure of Investigations and Other Actions Form which provides a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Contractor does not submit the form with the Quote, the Contractor must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

2.17 DISCLOSURE OF PROHIBITED ACTIVITIES WITH RUSSIA OR BELARUS

Pursuant to P.L. 2022, c. 3, a person or entity seeking to enter into, renew, amend or extend a contract for the provision of goods or services shall certify that it is not identified on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Activities in Russia or Belarus. If the Contractor is unable to so certify because the person or entity, its parents, subsidiaries, or affiliates has engaged in prohibited activities, the Contractor shall provide a detailed and precise description of such activities. A Contractor's failure to submit a certification will preclude the award, renewal, amendment or extension of a Contract to said Contractor.

3.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT

3.1 COMPLIANCE - CODES

The contractor must comply with New Jersey Uniform Construction Code and the latest National Electrical Code 70®, B.O.C.A. Basic Building code, Occupational Safety and Health Administration and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

3.2 PREVAILING WAGE ACT

The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The Contractor's signature on [the proposal] is his/her guarantee that neither he/she nor any subcontractors he/she might employ to perform the work covered by [the proposal] has been suspended or debarred by the Commissioner, Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the Contractor's signature on the proposal is also his/her guarantee that he/she and any subcontractors he/she might employ to perform the work covered by [the proposal] shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

3.3 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance.

3.4 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS

N.J.S.A. 10:2-1 requires that during the performance of this contract, the contractor must agree as follows:

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

N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:

- A. 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 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
- B. 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;
- C. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment, N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:
 1. 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;
 2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
 3. 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; and
 4. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

3.5 BUILDING SERVICE

Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.

3.6 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT

The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the statute.

3.7 SERVICE PERFORMANCE WITHIN U.S.

Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 5.7(b) (1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.

3.8 BUY AMERICAN

Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States, whenever available, and the contractor shall be required to so certify.

3.9 DOMESTIC MATERIALS

Pursuant to N.J.S.A. 52:33-2 et seq., if the contract is for the construction, alteration or repair of any public work, the contractor and all subcontractors shall use only domestic materials in the performance of the work unless otherwise noted in the specifications.

3.10 DIANE B. ALLEN EQUAL PAY ACT

Pursuant to N.J.S.A. 34:11-56.14 and N.J.A.C. 12:10-1.1 et seq., a contractor performing “qualifying services” or “public work” to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

3.11 EMPLOYEE MISCLASSIFICATION

In accordance with [Governor Murphy's Executive Order #25](#) and the [Task Force's July 2019 Report](#), employers are required to properly classify their employees. Workers are presumed to be employees and not independent contractors, unless the employer can demonstrate all three factors of the “ABC Test” below:

- A. Such individual has been and will continue to be free from control or direction of the performance of such service, but under his or her contract of service and in fact; and
- B. Such service is either outside the usual course of business for which such service is performed, or that such service is performed outside of all places of business of the enterprise for which such service is performed; and
- C. Such individual is customarily engaged in an independently established trade, occupation, profession or business.

This test has been adopted by New Jersey under its Wage & Hour, Wage Payment and Unemployment Insurance Laws to determine whether a worker is properly classified. Under N.J.S.A. 34:1A-1.17-1.19, the Department of Labor and Workforce Development has the authority to investigate potential violations of these laws and issue penalties and stop work order to employers found to be in violation of the laws.

4.0 INDEMNIFICATION AND INSURANCE

4.1 INDEMNIFICATION

The contractor's liability to the State and its employees in third party suits shall be as follows:

- A. Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract;
- B. The contractor's indemnification and liability under subsection (A) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions; and
- C. In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

4.2 INSURANCE

The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A-VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide 30 days' written notice of cancellation or material change to the State of New Jersey at the address shown below. If the contractor's insurer cannot provide 30 days written notice, then it will become the obligation of the contractor to provide the same. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancellation shall be emailed to the State at: ccau.certificate@treas.nj.gov

The insurance to be provided by the contractor shall be as follows:

- A. Occurrence Form Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as “Additional Insureds” and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage;
- B. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit. The State must be named as an “Additional Insured” and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property;
- C. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

1. \$1,000,000 BODILY INJURY, EACH OCCURRENCE;
2. \$1,000,000 DISEASE EACH EMPLOYEE; and
3. \$1,000,000 DISEASE AGGREGATE LIMIT.

This \$1,000,000 amount may be raised when deemed necessary by the Director;

In the case of a contract entered into pursuant to N.J.S.A. 52:32-17 et seq., (small business set asides) the minimum amount of insurance coverage in subsections A, B, and B. above may be amended for certain commodities when deemed in the best interests of the State by the Director.

5.0 TERMS GOVERNING ALL CONTRACTS

5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR

The contractor's status shall be that of any independent contractor and not as an employee of the State.

5.2 RESERVED

5.3 CONTRACT TERM AND EXTENSION OPTION

If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions of the original contract shall apply unless more favorable terms for the State have been negotiated.

5.4 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

- A. If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and
- B. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

Any changes or modifications to the terms of this Contract shall be valid only when they have been reduced to writing and signed by the Contractor and the Director.

5.5 CHANGE IN LAW

If, after award, a change in applicable law or regulation occurs which affects the Contract, the parties may amend the Contract, including pricing, in order to provide equitable relief for the party disadvantaged by the change in law. The parties shall negotiate in good faith, however if agreement is not possible after reasonable efforts, the Director shall make a prompt decision as to an equitable adjustment, taking all relevant information into account, and shall notify the Contractor of the final adjusted contract price.

5.6 SUSPENSION OF WORK

The State may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that Director may require related to the equitable adjustment.

5.7 TERMINATION OF CONTRACT

- A. For Convenience:
Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than 30 days written notice to the contractor;
- B. For Cause:
 1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor

- with an opportunity to respond; and
2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond.
- C. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond; and
 - D. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

5.8 SUBCONTRACTING

The Contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such consent, if granted in part, shall not relieve the contractor of any of his/her responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws. Nothing contained in any of the contract documents, shall be construed as creating any contractual relationship between any subcontractor and the State.

5.9 RESERVED

5.10 MERGERS, ACQUISITIONS AND ASSIGNMENTS

If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than 30 days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within 30 days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Director.

The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

5.11 PERFORMANCE GUARANTEE OF CONTRACTOR

The contractor hereby certifies that:

- A. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice;
- B. All equipment supplied to the State and operated by electrical current is UL listed where applicable;
- C. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location;
- D. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters;
- E. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice;
- F. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract; and
- G. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

5.12 DELIVERY REQUIREMENTS

- A. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;
- B. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice;
- C. Items delivered must be strictly in accordance with the contract; and
- D. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

5.13 APPLICABLE LAW AND JURISDICTION

This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.

5.14 CONTRACT AMENDMENT

Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.

5.15 MAINTENANCE OF RECORDS

Pursuant to N.J.A.C. 17:44-2.2, the contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)

The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor:

- A. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder;
- B. It shall advise the Attorney General of New Jersey:
 1. In advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action; and
 2. Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- C. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey; and
- D. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

5.17 NEWS RELEASES

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this Contract without the prior written consent of the Director.

5.18 ADVERTISING

The Contractor shall not use the State's name, logos, images, or any data or results arising from this Contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.19 ORGAN DONATION

As required by N.J.S.A. 52:32-33.1, the State encourages the contractor to disseminate information relative to organ donation and to notify its employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees should be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. 1320b-8 to serve in this State.

5.20 LICENSES AND PERMITS

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this Contract. Notwithstanding the requirements of the Bid Solicitation, the Contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to this Contract award. All costs associated with any such licenses, permits, and authorizations must be considered by the Contractor in its Quote.

5.21 CLAIMS AND REMEDIES

- A. All claims asserted against the State by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.
- B. Nothing in this Contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.
- C. In the event that the Contractor fails to comply with any material Contract requirements, the Director may take steps to terminate this Contract in accordance with the SSTC, authorize the delivery of Contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the State by the defaulting Contractor, as provided for in the State administrative code, or take any other action or seek any other remedies

available at law or in equity.

5.22 ACCESSIBILITY COMPLIANCE

The Contractor acknowledges that the State may be required to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. The Contractor agrees that any information that it provides to the State in the form of a Voluntary Product Accessibility Template (VPAT) about the accessibility of the Software is accurate to a commercially reasonable standard and the Contractor agrees to provide the State with technical information available to support such VPAT documentation in the event that the State relied on any of Contractor's VPAT information to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. In addition, Contractor shall defend any claims against the State that the Software does not meet the accessibility standards set forth in the VPAT provided by Provider in order to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794 and will indemnify the State with regard to any claim made against the State with regard to any judgment or settlement resulting from those claims to the extent the Provider's Software provided under this Contract was not accessible in the same manner as or to the degree set forth in the Contractor's statements or information about accessibility as set forth in the then-current version of an applicable VPAT.

5.23 CONFIDENTIALITY

- A. The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena;
- B. By virtue of this Contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this Contract. Contractor's Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure Vendor Intellectual Property ("Contractor Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this Contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;
- C. The State's Confidential Information shall consist of all information or data contained in documents supplied by the State, any information or data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not);
- D. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under the Contract to keep it confidential; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;
- E. The State agrees to hold Contractor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;
- F. In the event that the State receives a request for Contractor Confidential Information related to this Contract pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information;
- G. In addition, in the event Contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information; and
- H. Notwithstanding the requirements of nondisclosure described in this Section, either party may release the other party's Confidential Information:
 - (i) if directed to do so by a court or arbitrator of competent jurisdiction; or
 - (ii) pursuant to a lawfully issued subpoena or other lawful document request:
 - (a) in the case of the State, if the State determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.23(F), or if Contractor is unsuccessful in defending its rights as described in Section 5.23(F); or
 - (b) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the State does not exercise its rights described in Section 5.23(G), or if the State is unsuccessful in defending its rights as described in Section 5.23(G).

6.0 TERMS RELATING TO PRICE AND PAYMENT

6.1 PRICE FLUCTUATION DURING CONTRACT

Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

In an exceptional situation the State may consider a price adjustment. Requests for price adjustments must include justification and

documentation.

6.2 TAX CHARGES

The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

6.3 PAYMENT TO VENDORS

- A. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price;
- B. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the Bill of Lading, and/or other documentation to confirm shipment and receipt of contracted goods must be received by the using agency prior to payment. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work and must be in strict accordance with the firm, fixed prices submitted for each task or subtask. When applicable, invoices should reference the appropriate task or subtask or price line number from the contractor's proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized;
- C. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls; and
- D. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Office of Diversity and Inclusion.
- E. The Contractor shall have sole responsibility for all payments due any Subcontractor

6.4 OPTIONAL PAYMENT METHOD: P-CARD

The State offers contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) days. A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

6.5 NEW JERSEY PROMPT PAYMENT ACT

The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within 60 days of the agency's receipt of a properly executed State Payment Voucher or within 60 days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest shall not be paid until it exceeds \$5.00 per properly executed invoice. Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

6.6 AVAILABILITY OF FUNDS

The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenue.

7.0 TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth in this Section of the Standard Terms and Conditions apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

7.1 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

7.2 DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7.3 PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

7.4 EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equalopportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See, 2 CFR Part 200, Appendix II, para. C.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

7.5 DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$ 2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

7.6 COPELAND ANTI-KICK-BACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

7.7 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7.8 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7.9 CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Where applicable, Contract and subgrants of amounts in excess of \$150,000, must comply with the following:

Clean Air Act

- 7.9.1.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 7.9.1.2 The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 7.9.1.3 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7.10 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7.11 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

7.12 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115–232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

EXHIBIT A - GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

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 et seq.

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and 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 and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.

EXHIBIT B - CONSTRUCTION CONTRACTS

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.S.A. 10:5-39 et seq. (P.L. 1983, c. 197)

N.J.A.C. 17:27-1.1 et seq.

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up grading, 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.

N.J.S.A. 10:5-39 et seq. requires contractors, subcontractors, and permitted assignees performing construction, alteration, or repair of any building or public work in excess of \$250,000 to guarantee equal employment opportunity to veterans.

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 or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
 - (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
 - (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

EXHIBIT C - EXECUTIVE ORDER NO. 151 REQUIREMENTS

It is the policy of the Division of Purchase and Property that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Division of Purchase and Property to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the Division of Purchase and Property's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Division of Purchase and Property's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <https://newjersey.usnlx.com/>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Division of Purchase and Property with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the Division of Purchase and Property no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

This language is in addition to and does not replace good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.

State of New Jersey Standard Terms and Conditions

(Revised September 1, 2022)

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT

Signature

Date

Print Name and Title

Print Name of Contractor



**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**
(Revised January 11, 2022)

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

This Supplement to the State of New Jersey Standard Terms and Conditions ("Supplement") shall apply to all contracts or purchase agreements made with the State of New Jersey ("State") under N.J.S.A. 52:34-9 or -10 ("Waivered Contracts"). The terms in this Supplement are in addition to, or modify the State of New Jersey Standard Terms and Conditions (SSTCs) as applicable and noted below.

I. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL WAIVERED CONTRACTS

A. ORDER OF PRECEDENCE

The "Contract" shall consist of the following documents: (1) this Supplement; (2) the State of New Jersey Standard Terms and Conditions; (3) the agency's scope of work; and, (4) the Contractor's proposal including any attachments or documents incorporated by reference. In the event of a conflict in the terms and conditions among the documents comprising this Contract, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking as noted above.

B. NO ARBITRATION

Notwithstanding anything to the contrary in Contractor's Standard Form Agreement ("SFA") or Scope of Work ("SOW"), the State does not agree to binding arbitration.

C. NO AUTO-RENEWAL

Notwithstanding anything to the contrary in Contractor's SFA or SOW, the State does not agree to auto-renewal of any services, standard software maintenance, technical support or service fees.

II. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR WAIVERED CONTRACTS, AS APPLICABLE

A. STATE'S RIGHT TO INSPECT CONTRACTOR'S FACILITIES

The State reserves the right to inspect the contractor's establishment before making an award, for the purposes of ascertaining whether the contractor has the necessary facilities for performing the Contract. The State may also consult with clients of the contractor to assist the State in making a contract award that is most advantageous to the State.

B. STATE'S RIGHT TO REQUEST FURTHER INFORMATION

The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the contractor's financial capabilities to perform the Contract. Further, the Director reserves the right to request a contractor to explain, in detail, how the proposal price was determined.

C. DELIVERY TIME AND COSTS

Unless otherwise noted elsewhere in the scope of work, all delivery times are 30 calendar days after receipt of order (ARO) and prices for items in proposals shall be submitted Freight On Board (F.O.B.) Destination (30 calendar days ARO/F.O.B.). The contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's Using Agency or designated purchaser. Thirty calendar days ARO/F.O.B. does not cover "spotting" but does include delivery on the receiving platform of the Using Agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the contractor's convenience when a single shipment is ordered. The weights and measures of the State's Using Agency receiving the shipment shall govern.

D. COLLECT ON DELIVERY (C.O.D) TERMS

C.O.D. terms will not be accepted.

E. CASH DISCOUNTS

The contractor is encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts. Should the contractor choose to offer cash discounts the following shall apply:

1. Discount periods shall be calculated starting from the next business day after the Using Agency has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest; and
2. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

F. PERFORMANCE SECURITY

If performance security is required, such security must be submitted with the bid in the amount listed in the scope of work. N.J.A.C. 17:12-2.5. Acceptable forms of performance security are as follows:

1. A properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey,

2. A certified or cashier's check drawn to the order of "Treasurer, State of New Jersey," or
3. An irrevocable letter of credit issued by a federally insured financial institution and naming "Treasurer, State of New Jersey," as beneficiary.

The Performance Security must be submitted to the State within 30 days of the effective date of the Contract award and cover the period of the Contract and any extensions thereof. Failure to submit performance security may result in cancellation of the Contract for cause and nonpayment for work performed.

Although the performance bond is required for the full term of the Contract, the Director recognizes that the industry practice of sureties is to issue a one (1) year performance bond for goods and services contracts. Thus, the contractor is permitted to submit a one (1) year performance bond for the amount required under the Contract and, on each succeeding anniversary date of the Contract, provide a continuation or renewal certificate to evidence that the bond is in effect for the next year of the Contract. This procedure will remain in place for each year of the Contract thereafter until the termination of the Contract. Failure to provide such proof on the anniversary date of the Contract shall result in suspension of the Contract, and possibly, termination of the Contract.

For performance bonds based on a percentage of the total estimated Contract price. On each anniversary of the effective date of the Contract, the amount of the required performance bond, unless otherwise noted, is calculated by applying the established RFQ performance bond percentage to the outstanding balance of the estimated amount of the Contract price to be paid to the contractor.

In the event that the Contract price is increased by a Contract Amendment, the contractor may be required to provide, within 30 calendar days of the effective date of the Contract Amendment, performance bond coverage for the increase in Contract price. The required increase in the performance bond amount is calculated by applying the established bond percentage set forth above to the increase in Contract price. Failure to provide such proof to the Director of this required coverage may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

G. RETAINAGE

If retainage is required on the Contract as stated in the scope of work, the state and/or agency will retain the stated percentage or retainage from each invoice. Payment of retainage will be authorized after satisfactory completion and submission of all services, deliverables or work products by the contractor and acceptance by the agency of all services, deliverables or work products required by the Contract.

For ongoing contracts, the agency will retain the stated percentage of each invoice submitted. At the end of the three (3) month period after payment of each invoice, the agency will review the contractor's performance and if performance has been satisfactory, the agency will release the retainage for the preceding three (3) month period. Following the expiration of the Contract, retained fees will be released to the contractor after certification by the agency's project manager, if any, that all services have been satisfactorily performed.

H. AUDIT NOTICE AND DISPUTE RESOLUTION

To the extent the contractor's proposal or Standard Form Agreement permits the contractor to conduct periodic audits of the State's usage of the Contractor Intellectual Property provided thereunder, such provision is amended to include the following audit notice and dispute resolution process:

1. **AUDIT NOTICE** – Notwithstanding anything to the contrary in the contractor's proposal or Standard Form Agreement, in the event that the contractor seeks to exercise a right in its proposal or Standard Form Agreement to audit the State's use of Contractor Intellectual Property, the contractor shall deliver simultaneous written notice, no less than thirty days in advance of the audit start date (unless the contractor's notice provides a longer notice period), to the: Agency requesting the waiver contract.
2. The notice shall reference the specific audit provision(s) in the contractor's proposal or Standard Form Agreement being exercised and include copies of same, specify the means by which the contractor will conduct the audit, and shall require the audit to be conducted in accordance with generally accepted standards in the field of such audits.
3. **AUDIT DISPUTE RESOLUTION** -- If the State, in good faith, provides the contractor with written notice of an alleged error in the amount of underpaid fees due the contractor as a result of an audit (the "dispute"), then the parties will endeavor to resolve the dispute in accordance with this paragraph. Each party will appoint a Vice President, Assistant Director, or the equivalent (hereinafter referred to as "Representative") to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., may begin until either such Representative concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. In addition, the parties shall refrain from exercising any termination right related to the dispute being considered under this paragraph and shall continue to perform their respective obligations under the Contract while they endeavor to resolve the dispute under this paragraph.
4. **STATE NOT LIABLE FOR AUDIT COSTS** -- Notwithstanding anything to the contrary in the contractor's proposal or Standard Form Agreement, the State will not reimburse the contractor for any costs related to an audit.
5. **NO AUDIT RIGHT CREATED** -- In the event that the contractor's proposal or Standard Form Agreement does not permit audits of the State's usage of Contractor Intellectual Property, Section 5.19 of this Supplement shall not be interpreted to provide such an audit right.

III. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES CONTRACTS

A. INSURANCE FOR PROFESSIONAL SERVICES CONTRACTS

Section 4.2 Insurance of the SSTC is supplemented with the following:

Professional Liability Insurance

The Contractor shall carry Errors and Omissions, Professional Liability Insurance, and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of this Contract. The insurance shall be in the amount of not less than \$1,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of this Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

B. LIMITATION OF LIABILITY FOR PROFESSIONAL SERVICES CONTRACTS

Section 4.0 Indemnification and Insurance of the SSTC is supplemented with the following:

4.3 LIMITATION OF LIABILITY

The Contractor's liability to the State for actual, direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to this Contract, for any and all claims, shall be limited in the aggregate to 200% of the total value of this Contract. This limitation of liability shall not apply to the following:

- A. The Contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage, or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the Contractor under this Contract caused by negligence or willful misconduct of the Contractor;
- B. The Contractor's breach of its obligations of confidentiality; and
- C. The Contractor's liability with respect to copyright indemnification.

The Contractor's indemnification obligation is not limited by but is in addition to the insurance obligations.

The Contractor shall not be liable for special, consequential, or incidental damages.

IV. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL INFORMATION TECHNOLOGY CONTRACTS

A. DEFINITIONS

The following definitions shall apply to information technology contracts:

1. The term "Acceptance" means the written confirmation by an Agency that the contractor has completed a Deliverable according to the specified requirements.
2. As defined by N.J.S.A. 56:8-161, the term "Breach of Security" means unauthorized access to electronic files, media, or data containing Personal Data that compromises the security, confidentiality, or integrity of Personal Data when access to the Personal Data has not been secured by encryption or by any other method or technology that renders the Personal Data unreadable or unusable. Good faith acquisition of Personal Data by an employee or agent of the Provider for a legitimate business purpose is not a Breach of Security, provided that the Personal Data is not used for a purposes unrelated to the business or subject to further unauthorized disclosure.
3. The term "Contractor Intellectual Property" means any intellectual property that is owned by the contractor and contained in or necessary for the use of the Deliverables or which the contractor makes available for the State to use as part of the work under the Contract. Contractor Intellectual Property includes COTS or Customized Software owned by the contractor, the contractor's technical documentation, and derivative works and compilations of any Contractor Intellectual Property.
4. The term Commercial Off the Shelf Software ("COTS") means Software provided by the contractor that is intended for general use.
5. The term "Custom Software" means Software and Work Product that is developed by the contractor at the request of the Agency to meet the specific requirements of the Agency and is intended for its use.
6. The term "Customized Software" means COTS that is adapted by the contractor to meet specific requirements of the Agency that differ from the standard requirements of the base product.
7. The term "Deliverable" means the goods, products, Services and Work Product that the contractor is required to deliver to the State under the Contract;
8. The term "End User" means the user of the Provider's solution.
9. The terms "goods" and "products" shall be deemed to include, without limitation, Software and Hardware.
10. The term "Hardware" shall be deemed to include computer equipment and any Software provided with the Hardware that is necessary for the Hardware to operate.
11. The term "Information Technology Contract" shall mean, notwithstanding any definition in New Jersey Statutes, a Contract for one or more of the following: Hardware, Software, Services, telecommunication goods and services, and all related goods.
12. The term "Mobile Device" means any device used by Provider that can move or transmit data, including but not limited to laptops, hard drives, and flash drives.
13. The term "Non-Public Data" means data, other than Personal Data, that is not subject to distribution to the public as public information. Non-Public Data is data that is identified by the State as non-public information or otherwise deemed to be sensitive and confidential by

the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

14. The term "Personal Data" means:
 - a. "Personal Information" as defined in N.J.S.A. 56:8-161, means an individual's first name or first initial and last name linked with any one or more of the following data elements: (1) Social Security number, (2) driver's license number or State identification card number or (3) account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account. Dissociated data that, if linked would constitute Personal Information is Personal Information if the means to link the dissociated were accessed in connection with access to the dissociated data. Personal Information shall not include publicly available information that is lawfully made available to the general public from federal, state or local government records, or widely distributed media.
 - b. data, either alone or in combination with other data, that includes information relating to an individual that identifies the person or entity by name, identifying number, mark or description that can be readily associated with a particular individual and which is not a public record, including but not limited to, Personally Identifiable Information (PII); government-issued identification numbers (e.g., Social Security, driver's license, passport); Protected Health Information (PHI) as that term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and defined below; and Education Records, as that term is defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.
15. The term "Personally Identifiable Information" or "PII," as defined by the U.S. Department of Commerce, National Institute of Standards and Technology, means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information,
16. The term "Protected Health Information" or "PHI," has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 means Individually Identifiable Health Information (as defined below) transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. The term "Individually Identifiable Health Information" has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and means information that is a subset of Protected Health Information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
17. The term "Recovery Time Objective" or "RTO," means the maximum tolerable length of time that the Provider's solution may be unavailable after a failure or disaster occurs.
18. The term "Security Incident" means the potential access by non-authorized person(s) to Personal Data or Non-Public Data that the Provider believes could reasonably result in the use, disclosure, or access or theft of State's unencrypted Personal Data or Non-Public Data within the possession or control of the Provider. A Security Incident may or may not turn into a Breach of Security.
19. The term "Service Level Agreement" or "SLA," means the document that is part of the Provider's SFA that typically includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
20. The terms "Services" shall be deemed to include, without limitation (i) Information Technology ("IT") professional services; (ii) Software and Hardware-related services, including without limitation, installation, configuration, and training and (iii) Software and Hardware maintenance and support and/or Software and Hardware technical support services.
21. The term "Software" means, without limitation, computer programs, source codes, routines, or subroutines supplied by the contractor, including operating software, programming aids, application programs, application programming interfaces and software products, and includes COTS, Customized Software and Custom Software, unless the context indicates otherwise.
22. The term "State Data" means all data and metadata created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Provider's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Provider. State Data includes Personal Data and Non-Public Data.
23. The term "State Intellectual Property" means any intellectual property that is owned by the State. State Intellectual Property includes any derivative works and compilations of any State Intellectual Property.
24. The term "Third Party Intellectual Property" means any intellectual property owned by parties other than the State or the contractor and contained in or necessary for the use of the Deliverables. Third Party Intellectual Property includes COTS owned by Third Parties, and derivative works and compilations of any Third Party Intellectual Property.
25. The term "Work Product" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, Software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by the

contractor or the contractor's subcontractors or a third party engaged by the contractor or its subcontractor pursuant to the Contract. Notwithstanding anything to the contrary in the preceding sentence, Work Product does not include State Intellectual Property, Contractor Intellectual Property or Third Party Intellectual Property.

B. INDEMNIFICATION FOR STANDARD TECHNOLOGY CONTRACTS

Section 4.1 Indemnification of the SSTC is deleted in its entirety and replaced with the following:

4.1 INDEMNIFICATION

The Contractor's liability to the State and its employees in third party suits shall be as follows:

- A. The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:
 1. For or on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under this Contract or the order; and
 2. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance ("Intellectual Property Rights") furnished or used in the performance of this Contract; and
 3. The Contractor's indemnification and liability under subsection (A) is not limited by, but is in addition to the insurance obligations.
- B. In the event of a claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may:
 1. procure for the State the legal right to continue the use of the product;
 2. replace or modify the product to provide a non-infringing product that is the functional equivalent; or
 3. in the event that the Contractor cannot do (1) or (2) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.
- C. The State will:
 1. promptly notify Contractor in writing of the claim or suit;
 2. give Contractor shall have control of the defense and settlement of any claim that is subject to Section 4.1(a); provided; however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at its expense.
- D. Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from:
 1. the State's unauthorized combination, operation, or use of a product supplied under this Contract with any product, device, or Software not supplied by Contractor;
 2. the State's unauthorized alteration or modification of any product supplied under this Contract;
 3. the Contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor reviews same and advises that such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one (1) or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or
 4. the State's failure to promptly implement a required update or modification to the product provided by Contractor after the Contractor has given written notice to the State of a need for such an update or modification.
- E. Contractor will be relieved of its responsibilities under Subsection 4.1(a)(i) and (ii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents.
- F. Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Subsection 4.1(a)(i) and (ii) which results in an unaffiliated third party claim. This is Contractor's exclusive remedy for these claims;
- G. This section states the entire obligation of Contractor and its suppliers, and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product; and
- H. Furthermore, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey or any Authorized Purchaser, nor purport to act as legal representative of the State of New Jersey or any Authorized Purchaser, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of the Division of Purchase and Property. The State of New Jersey may, at its election and expense, assume its own defense and settlement; and
- I. The State of New Jersey will not indemnify, defend, pay or reimburse for claims or take similar actions on behalf of the Contractor.

C. INSURANCE FOR STANDARD TECHNOLOGY CONTRACTS

Section 4.2 Insurance of the SSTC is supplemented with the following:

Professional Liability Insurance

The Contractor shall carry Errors and Omissions, Professional Liability Insurance, and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of this Contract. The insurance shall be in the amount of not less than \$1,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of this Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

D. LIMITATION OF LIABILITY FOR STANDARD TECHNOLOGY CONTRACTS

Section 4.0 Indemnification and Insurance of the SSTC is supplemented with the following:

4.3 LIMITATION OF LIABILITY

The Contractor's liability to the State for actual, direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to this Contract, for any and all claims, shall be limited in the aggregate to 200% of the total value of this Contract. This limitation of liability shall not apply to the following:

- A. The Contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage, or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the Contractor under this Contract caused by negligence or willful misconduct of the Contractor;
- B. The Contractor's breach of its obligations of confidentiality; and
- C. The Contractor's liability with respect to copyright indemnification.

The Contractor's indemnification obligation is not limited by but is in addition to the insurance obligations.

The Contractor shall not be liable for special, consequential, or incidental damages.

E. PERFORMANCE GUARANTEE OF THE CONTRACTOR

Section 5.11 Performance Guarantee of the Contractor of the SSTC is supplemented with the following:

1. COTS and Customized Software

- a. Unless the Contractor Standard Form Agreement provides greater coverage as determined by the State, in its sole discretion, the contractor warrants that COTS and Customized Software products licensed to the State shall operate in all material respects as described in the Solicitation and/or contractor technical documentation for ninety (90) days after Acceptance. The State shall notify the contractor of any COTS or Customized Software product deficiency within ninety (90) days after Acceptance. For a Contract requiring the delivery of COTS or Customized Software and Custom Software, a notice within one hundred eighty (180) days that describes a deficiency in functional terms without specifying whether the deficiency is with COTS, Customized Software or Custom Software shall be deemed a notice that triggers the warranty provisions in both Section 5.11(a) and 5.11(b) of this Supplement.
- b. Except for the portion of the contractor's COTS or Customized Software product that intentionally contains one or more of the following for the purpose of anti-virus protection, the contractor warrants that, at the time of delivery and installation of the COTS or Customized Software provided pursuant to the Contract, its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the COTS or Customized Software, collect unlawful personally identifiable information on users, or prevent the COTS or Customized Software from performing as required under the Contract.
- c. In the event of any breach of this warranty, the contractor shall correct the product errors that caused the breach of warranty, or if the contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its usage and recover the fees paid to the contractor for the license and any unused, prepaid, technical support fees paid. Under no circumstances does this warranty provision limit the contractor's obligation in the event of a breach of confidentiality.
- d. The contractor does not warrant that COTS or Customized Software is error-free or that it will operate uninterrupted.

2. Custom Software

- a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that Custom Software Deliverables shall operate in all material respects as described in the applicable specification documentation for one hundred and eighty (180) days after Acceptance. The State shall notify the contractor of any Custom Software deficiency within one hundred and eighty (180) days after Acceptance of the Custom Software Deliverable (the "Notice Period"). Where the contractor is providing multiple Custom Software Deliverables over the term of the Contract, the Notice Period shall begin to run after the Acceptance of the final Custom Software Deliverable under the Contract. At that time, the State may assert defect claims relating to any and all of the Custom Software Deliverables provided under the Contract; however, the State may also assert claims earlier, in its discretion, without waiving the Notice Period.
- b. For a Contract requiring the delivery of COTS or Customized Software and Custom Software, a notice within one hundred eighty (180) days that describes a deficiency in functional terms without specifying whether the deficiency is with COTS, Customized

Software or Custom Software shall be deemed a notice that triggers the warranty provisions in both Section 5.11(a) and 5.11(b) of this Supplement.

- c. The contractor warrants that, at the time of Acceptance of the Custom Software Deliverable provided pursuant to the Contract, its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Custom Software, collect unlawful personally identifiable information on users, or prevent the Custom Software from performing as required under the Contract. Under no circumstances does this warranty provision limit the contractor's obligation in the event of a breach of confidentiality.
 - d. In the event of any breach of this warranty, the contractor shall correct the Custom Software errors that caused the breach of warranty, or if the contractor cannot substantially correct such breach in a commercially reasonable manner, the State may recover a portion of the fees paid to the contractor for the Custom Software with the uncorrected defect or in the event that the Custom Software is still deemed, by the State in its sole discretion, to be usable by the State even with the uncorrected defect, the State may recover a portion of the fees paid to the contractor for the Custom Software (up to the total amount of such charges for such Custom Software) to reflect any reduction in the value of the Custom Software Deliverable as a result of the uncorrected defect. Under no circumstances does this warranty provision limit the contractor's obligations in the event of a breach of confidentiality.
 - e. The contractor does not warrant that Custom Software is error-free or that it will operate uninterrupted.
3. IT Services
- a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that all Services will be provided in a professional manner consistent with industry standards. The State shall notify the contractor of any Services warranty deficiencies within ninety (90) days from performance of the deficient Services.
 - b. In the event of any breach of this warranty, the contractor shall re-perform the deficient Services, or if the contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the contractor for the deficient Services.
4. Hardware
- a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that the equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
 - b. The contractor warrants that all equipment supplied to the State and operated by electrical current is UL listed where applicable.
 - c. The contractor warrants that all new machines are to be guaranteed as fully operational for one (1) year from time of Acceptance by the State. For the avoidance of doubt, Acceptance with respect to Hardware in this subsection (d) shall occur no later than sixty (60) days after delivery, as evidenced by a signed delivery receipt. The contractor shall render prompt service without charge, regardless of geographic location.
 - d. The contractor warrants that sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters.
 - e. The contractor warrants that trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
 - f. The contractor warrants that all Software included with the Hardware shall perform substantially in accordance with specifications, for one (1) year from the time of Acceptance. The contractor warrants that Software media will be free from material defects in materials and workmanship for a period of one (1) year from the date of Acceptance.
 - g. In the event of any breach of this warranty, the contractor shall promptly repair, replace or refund the purchase price of product rejected for failure to conform with the contractor's product specifications.
5. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND THE CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

V. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL INFORMATION TECHNOLOGY CONTRACTS WHICH INCLUDE SOFTWARE AS A SERVICE (SAAS)/CLOUD SOLUTION

A. ADDITIONAL TERMS FOR A CONTRACTOR'S DATA PROTECTION OBLIGATIONS

1. Data Ownership: The State will own all right, title and interest in its State Data that is related to the services provided by this contract. The Provider shall not use or access State user accounts or State Data, except (i) in the course of data center operations, (ii) in response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at the State's written request.

Provider shall not collect, access, or use State Data except as strictly necessary to provide its solution to the State. No information regarding the State's use of the solution may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this contract.

2. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the Provider to ensure that there is no inappropriate or unauthorized use of State Data at any time. To this end, the Provider shall safeguard the confidentiality, integrity, and availability of State Data and comply with the following conditions:

- a. The Provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized good industry practice and not less stringent than the measures the Provider applies to its own Personal Data and Non-Public Data of similar kind.
 - b. All Personal Data shall be encrypted at rest and in transit with controlled access. Provider is responsible for encryption of the Personal Data. The level of protection and encryption for all Personal Data shall be identified and made a part of this contract.
 - c. Provider shall encrypt all Non-Public Data at rest and in transit. The level of protection and encryption for all Non-Public Data shall be identified and made a part of this contract.
 - d. Personal Data shall not be stored on Mobile Devices. Where Mobile Devices are required for Provider to accomplish the work, the Provider shall ensure the Mobile Device is hard drive encrypted consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data.
 - e. At no time shall any data or processes, which either belongs to or are intended for the use of State or its officers, agents, or employees, be copied, disclosed, or retained by the Provider or any party related to the Provider for subsequent use in any capacity that does not include the State.
3. Data Location: Provider shall provide its services to State and its End Users solely from data centers in the U.S. Storage of State Data at rest shall be located solely in data centers in the U.S. Provider shall not allow its personnel or contractors to store State Data on Mobile Devices, including personal computers, except for devices that are used and kept within the physical structure of its U.S. data centers. Provider shall permit its personnel and contractors to access State Data remotely only as required to provide technical support or upon prior notice and approval. The Provider may provide technical user support on a seven-day by 24-hour basis, unless otherwise prohibited in this contract.
4. Security Incident and Breach of Security Responsibilities.
- a. Security Incident Reporting Requirements: Once Provider reasonably determines that a Security Incident occurred, the Provider shall report a Security Incident to the appropriate State identified contact within 24 hours by the agreed upon method as defined in the contract. Provider will provide the State regular updates and all available relevant information including a description of the incident and those measures taken by Provider in response to the Security Incident.
 - b. Breach of Security Reporting Requirements: If the Provider confirms or reasonably believes that there has been a Breach of Security, the Provider shall (1) immediately notify the appropriate State identified contact by the agreed upon method within 24 hours, unless a shorter time is required by applicable law, (2) take commercially reasonable measures to address and investigate the Breach of Security in a timely manner and (3) cooperate with the State as reasonably requested by the State and/or law enforcement to investigate and resolve the Breach of Security. Provider will provide the State regular updates and all available information to assist the State with notification to law enforcement and third parties as required by applicable law, including a description of the Breach of Security and those measures taken by Provider in response to the Breach of Security.
 - c. Incident Response: When commercially reasonable to do so, Provider may communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries (subject to preapproval by the State if Provider specifically identifies the State or State Data), and seeking external expertise as mutually agreed at the time, defined by law, or contained in the SLA. Discussing Security Incidents with the State should be handled on an urgent as needed basis, as part of Provider communication and mitigation processes as mutually agreed at the time, defined by law, or contained in the SLA.
 - d. Following a Security Incident or Breach of Security, Provider shall promptly implement necessary remedial measures, if necessary, and document responsive actions taken related to the Security Incident or Breach of Security, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
5. Termination and Suspension of Service:
- a. In the event of termination of the contract, the Provider shall implement an orderly return of State Data in a mutually agreeable format and the subsequent secure disposal of State Data remaining in Provider's possession.
 - b. Suspension of services: During any period of suspension, the Provider shall not take any action to intentionally erase any State Data.
 - c. Unless otherwise stipulated, in the event of termination of any services, SLA, or this contract in its entirety, the Provider shall not take any action to intentionally erase any State Data for a period of:
 - 1) 10 business days after the effective date of termination, if the termination is in accordance with the expiration of the defined contract term;
 - 2) 30 business days after the effective date of termination, if the termination is for convenience; or
 - 3) 60 business days after the effective date of termination, if the termination is for cause.

After such period, the Provider shall have no obligation to maintain or provide any State Data and shall thereafter, unless legally prohibited, delete all State Data in its systems or otherwise in its possession or under its control in accordance with subsection (e) below.

- d. Post-Termination Assistance: The State shall be entitled to any post-termination assistance with respect to the services unless a unique data retrieval arrangement has been established as part of the contract.
- e. Secure Data Disposal: When requested by the State, the provider shall destroy all requested data in all of its forms, including but not limited to: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be

recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the State.

6. **Background Checks:** The Provider shall conduct criminal background checks and not utilize any staff, including sub-contractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Provider shall promote and maintain an awareness of the importance of securing the State's Data among the Provider's employees and agents.
7. **Access to security logs and other reports:** The Provider shall provide logs and reports to the State in a format as specified in the contract and agreed to by both the Provider and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State Data related to this contract, including but not limited to data, file management, transactions, or tools used to provide, manage, secure, or analyze the State's Data. The Provider shall maintain the reports and logs for the contract term and for two (2) years after the conclusion of the term, and shall provide them to the State in the course of a State audit or upon written request from the State.
8. **Service Level Audit:** The Provider shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion, at the State's expense.
9. **Data Center Audit:** The Provider shall have an independent third party audit of its data center(s) performed at least annually at their own expense, and provide the audit report to the State upon request.
10. **Change Control and Advance Notice:** The Provider shall give advance notice to the State of any upgrades (e.g. major upgrades, minor upgrades, system changes) that may impact service availability and performance. Said notice shall be provided at least thirty days in advance of the upgrade, unless otherwise agreed in the SLA.
11. **Security:** The Provider shall disclose its non-proprietary security processes and technical limitations to the State by completing the State's Security Controls Checklist or equivalent system security document, available upon request from the Office of Information Technology, as updated from time to time, such that adequate protection and flexibility can be attained between the State and the Provider.
12. **Non-disclosure and Separation of Duties:** The Provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State Data to that which is absolutely needed to perform job duties.
13. **Import and Export of Data:** The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Provider. This includes the ability for the State to import or export data to/from other Providers.
14. **Responsibilities and Uptime Guarantee:** The Provider shall be responsible for the acquisition and operation of all hardware, software, and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environment are the responsibilities of the Provider. The system shall be available 24 hours per day, 365 days per year (with agreed-upon maintenance downtime), and Provider shall provide service to the State as defined in the Service Level Agreement.
15. **Right to Remove Individuals:** The State shall have the right at any time to require that the Provider remove from interaction with the State any Provider representative who the State believes is detrimental to its working relationship with the Provider. The State will provide the Provider with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Provider shall immediately remove such individual. The Provider shall not assign the person to any aspect of the contract or future work orders without the State's consent.

Business Continuity and Disaster Recovery: The Provider shall provide a business continuity and disaster recovery plan upon request and ensure that the State's Recovery Time Objective (RTO) is met. The RTO shall be defined in the SLA.

B. INDEMNIFICATION FOR SAAS

Section 4.1 Indemnification of the SSTC is deleted in its entirety and replaced with the following;

4.1 INDEMNIFICATION

- A. **CONTRACTOR RESPONSIBILITIES** - The Contractor's liability to the State and its employees in third party suits shall be as follows:
 1. The Contractor shall indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:
 - i. For or on account of the loss of life, tangible property (not including lost or damaged data) or injury or damage to the person, body or property (not including lost or damaged data) of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under this Contract; and

- ii. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article or appliance ("Intellectual Property Rights") furnished or used in the performance of the contract; and
 - iii. For or on account of a Breach of Security resulting from Contractor's breach of its obligation to encrypt Personal Data or otherwise prevent its release or misuse; and
 - iv. The Contractor's indemnification and liability under Section 4.1(A)(1) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of the State Standard Terms and Conditions.
 - 2. In the event of a claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may: (1) procure for the State the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties. The State will: (1) promptly notify Contractor in writing of the claim or suit; (2) Contractor shall have control of the defense and settlement of any claim that is subject to Section 4.1(A)(1); provided, however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at its expense. Furthermore, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey, nor purport to act as legal representative of the State of New Jersey, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of DPP. The State of New Jersey may, at its election and expense, assume its own defense and settlement.
 - 3. Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from: (1) the State's unauthorized combination, operation, or use of a product supplied under this contract with any product, device, or software not supplied by Contractor; (2) the State's unauthorized alteration or modification of any product supplied under this contract; (3) the Contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor shall review same and advise if such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or (4) the State's failure to promptly implement a required update, use a new version of the product, or to make a change or modification to the product if requested in writing by Contractor.
 - 4. Contractor will be relieved of its responsibilities under Subsection 4.1(A)(1)(i), (ii), and (iii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents.
 - 5. This section states the entire obligation of Contractor and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product.
 - 6. The provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in the Contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the State from taking any other actions available to it under any other provisions of the contract or otherwise at law or equity.
 - 7. The Contractor agrees that any approval by the State of the work performed and/or reports, plans or specifications provided by the Contractor shall not operate to limit the obligations of the Contractor assumed in the Contract.
 - 8. The State of New Jersey will not indemnify, defend or hold harmless the Contractor. The State will not pay or reimburse for claims absent compliance with Section 4.1(B) below and a determination by the State to pay the claim or a final order of a court of competent jurisdiction.
- B. STATE RESPONSIBILITIES - Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Section 4.1(A)(1)(i), (ii), and (iii) which results in an unaffiliated third party claim. This is Contractor's exclusive remedy for these claims.

B. INSURANCE FOR SAAS

Section 4.2 Insurance of the SSTC is supplemented with the following:

- 1. Professional Liability Insurance
The Contractor shall carry Errors and Omissions, Professional Liability Insurance, and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of this Contract. The insurance shall be in the amount of not less than \$1,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of this Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.
- 2. Cyber Breach Insurance
The Contractor shall carry Cyber Breach Insurance in sufficient to protect the Contractor from any liability arising out of its performance pursuant to the requirements of this Contract. The insurance shall be in an amount of not less than \$2,000,000 in such policy forms as shall be approved by the State. The insurance shall at a minimum cover the following: Data loss, ransomware and similar breaches to computers, servers and software; Protection against third-party claims; cost of notifying affected parties; cost of providing credit

monitoring to affected parties; forensics; cost of public relations consultants; regulatory compliance costs; costs to pursue indemnity rights; costs to Data Breach and Credit Monitoring Services analyze the insured's legal response obligations; costs of defending lawsuits; judgments and settlements; regulatory response costs; costs of responding to regulatory investigations; and costs of settling regulatory claims.

C. LIMITATION OF LIABILITY FOR SAAS

Section 4.0 Indemnification and Insurance of the SSTC is supplemented with the following:

4.3 LIMITATION OF LIABILITY

- A. The Contractor's liability for actual, direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to, the Contract for any and all third party claims, shall be limited in the aggregate to 200% of the fees paid by the State during the previous twelve months to Contractor for the products or services giving rise to such damages. Notwithstanding the preceding sentence, in no event shall the limit of liability be less than \$1,000,000. This limitation of liability shall not apply to the following:
 - i. The Contractor's indemnification obligations as described in Section 4.1; and
 - ii. The Contractor's breach of its obligations of confidentiality described in this Bid Solicitation.
- A. Notwithstanding the foregoing exclusions, where a Breach of Security is a direct result of Contractor's breach of its contractual obligation to encrypt Personal Data pursuant to this Bid Solicitation or otherwise prevent its release as reasonably determined by the State, the Contractor shall bear the costs associated with (1) the investigation and resolution of the Breach of Security; (2) notifications to individuals, regulators, or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state or federal law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record, per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute for the public sector at the time of the Breach of Security; and (5) completing all corrective actions as reasonably determined by Contractor based on root cause of the Breach of Security.
- B. The Contractor shall not be liable for punitive, special, indirect, incidental, or consequential damages.

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT

Signature

Date

Print Name and Title

Print Name of Contractor



INFORMATION SHEET AND CHECKLIST FOR WAIVERS AND DELEGATED PURCHASING AUTHORITY (DPA) TRANSACTIONS

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

This checklist is only a guide to assist vendors in locating and compiling all required compliance forms for waivers and DPA transactions. Vendors are required to ensure that all compliance requirements have been met by doing the following:

- Completing the terms and categories tab in the **NJSTART** vendor profile;
- Uploading any forms that may be required to the attachments tab in the **NJSTART** vendor profile; or
- Completing and submitting to the forms to the agency.

	The information is available in NJSTART or the form has been submitted to the agency
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS - For All Waivers and DPAs	
WAIVERED CONTRACTS SUPPLEMENT TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS – For use with Waivers and DPAs as applicable	
OWNERSHIP DISCLOSURE FORM	
DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING VENDOR	
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM	
TWO-YEAR CHAPTER 51/EXECUTIVE ORDER 117 VENDOR CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS	
CHAPTER 271 VENDOR CERTIFICATION AND POLITICAL DISCLOSURE FORM	
MACBRIDE PRINCIPALS FORM	
PROOF OF BUSINESS REGISTRATION You may register your business HERE or obtain a copy of the Business Registration Certificate HERE .	
CERTIFICATE OF INSURANCE / ACORD	
SOURCE DISCLOSURE FORM - To be used only where the contract is primarily for services	
CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3.	
PROOF OF AFFIRMATIVE ACTION COMPLIANCE - Submit one of the following	
NEW JERSEY CERTIFICATE OF EMPLOYEE INFORMATION REPORT	
FEDERAL LETTER OF APPROVAL VERIFYING A FEDERALLY APPROVED OR SANCTIONED AFFIRMATIVE ACTION PROGRAM (Dated within one year of the submission)	
AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)	

State Price Sheet

[illegible]

Notice of Executive Order 166 Requirement for Posting of Winning Proposal
and Contract Documents

Principal State departments, agencies and independent State authorities must include the following notice in any solicitation:

Pursuant to Executive Order No. 166, signed by Governor Murphy on July 17, 2020, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of COVID-19 Recovery Funds available to the public by posting such contracts on an appropriate State website. Such contracts will be posted on the New Jersey transparency website developed by the Governor's Disaster Recovery Office (GDRO Transparency Website).

The contract resulting from this [RFP/RFQ] is subject to the requirements of Executive Order No. 166. Accordingly, the OSC will post a copy of the contract, including the [RFP/RFQ], the winning bidder's proposal and other related contract documents for the above contract on the GDRO Transparency website.

In submitting its proposal, a bidder/proposer may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal or factual basis to assert that such designated portions of its proposal: (i) are proprietary and confidential financial or commercial information or trade secrets; or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided. A Bidder's/Proposer's failure to designate such information as confidential in submitting a bid/proposal shall result in waiver of such claim.

The State reserves the right to make the determination regarding what is proprietary or confidential and will advise the winning bidder/proposer accordingly. The State will not honor any attempt by a winning bidder/proposer to designate its entire proposal as proprietary or confidential and will not honor a claim of copyright protection for an entire proposal. In the event of any challenge to the winning bidder's/proposer's assertion of confidentiality with which the State does not concur, the bidder /proposer shall be solely responsible for defending its designation.

AMENDMENT No. 1
September 27, 2022
Master Plans & Designs – Liberty State Park and Greenway

Per the review of the New Jersey Office of the State Comptroller and other input, the following amendments have been made to the RFQ for Master Plans & Designs – Liberty State Park and Greenway. Bidders are advised to refer to the updated RFQ here (link):

Added Provisions

- Renumbering of provisions generally to accommodate changes/deletions.
- Because this contract relies on State Fiscal Recovery Funding, added EO 166 Posting – added as Attachment 5.
- Certification Of Non-Involvement In Prohibited Activities In Russia Or Belarus Pursuant To P.L.2022, c.3. – added as new 3.5.9
- Insurance – added as new 3.7
- Bidders should be advised they are required to sign and submit the State of New Jersey Standard Terms and Conditions (SSTC) and Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions – added as new 3.7

Section 1.1 Purpose, Intent and Background

- Link to supplemental materials has been fixed in second paragraph.
- Waivered Contracts – added as Attachment 3.

Section 1.2 Order of Precedence of Contractual Terms

- Waivered Contracts Supplement to the SSTC mentioned along with the SSTC in the order of precedence.

Section 2.1 Question and Answer Period

- Q&A cut-off date added to RFQ cover sheet.

Section 3.1 Quote Submission

- Additional information as to where and how to submit quotes added.

Section 3.3 Bidder Additional Terms Submitted with the Quote

- Reference to Waivered Contracts Supplement to the SSTC added.
- Added statement clarifying that quotes, including Bidder proposed additional terms, may be accepted, rejected, or negotiated, in whole or in part, at the State's sole discretion. If a Bidder intends to propose terms and conditions that conflict with the SSTC, those Bidder proposed terms and conditions shall only be considered if submitted and agreed to pursuant to the question and answer procedure.

Section 3.5 Forms, Registrations and Certifications to be Submitted With Quote

- Added link where all forms can be found. <https://www.state.nj.us/treasury/purchase/forms.shtml>
- Added Checklist for Waivers – added as Attachment 3

Section 3.5.1 Offer and Acceptance Page

Removed form, not required to be submitted with quote.

Section 3.5.7 Confidentiality/Commitment to Defend

- Removed form, not required to be submitted with quote.

Sections 3.7, 3.8, 3.12, 3.13, 3.14, 3.15, 3.16, and 3.17

- Adjusted to be listed under Technical Quote.

Section 3.18 State Price Sheet Instructions

- State Price Sheet added as Attachment 4

Section 3.18.1 Delivery Time and Costs

- Removed language “All delivery times are as noted [in] RFQ Section 5.6 Delivery Time and Costs.” as not applicable to this procurement.

Section 4.1 Master Plans & Designs

- Clarification added as to how Works Orders are generated and processed.

Section 5.1 Contract Term and Extension Option

- Updated contract term.

Section 5.1 Contract Transition

- Removed previous 5.1 section mention of contract transition.

Section 5.8 Contract Activity Report

- Removed section.

Section 6.10 Post Award Distribution of Work

- Added clarification of how work will be divided if multiple bidders are awarded contracts.

Removed Provisions

- Removed *State of New Jersey Security Due Diligence Third-Party Information Security Questionnaire* and *Data Security Requirements* as not applicable to this procurement.

Section 6 Data Security Requirements

- Removed former section 6 on data security as not applicable to this procurement.

Section 8.3 Tie Quotes

- Removed provision on tie quotes.

Section 8.10 Recommendation for Award

- Removed mention of recommendation to Director of DPP for award.

AMENDMENT No. 2
October 26, 2022
Master Plans & Designs – Liberty State Park and Greenway

The following amendment has been made to the RFQ for Master Plans & Designs – Liberty State Park and Greenway. Bidders are advised to refer to the updated RFQ.

Updated Due Date for Quotes:

- Previous due date of 10/31/22 at 11:59 PM has been extended to 11/14/22 at 11:59 PM.

Request for Quotes: Master Plans & Designs – Liberty State Park & Greenway Questions & Answers

October 26, 2022

General

Question: Will the RFQ deadline be extended?

Answer: Yes. New deadline for quotes is 11/14 at 11:59pm.

Question: Without knowing what the work orders or the schedule are at this time would it be acceptable to submit a core team now and add sub-consultants as the work progresses?

Answer: Yes. Bidders should provide estimates to the best of their ability based upon previous work/experience on similar engagements. All the work to be performed will be within the parameters found in Section 4, Scope of Work. Subcontractors can be added as the work progresses, however their time billed must align with one of the accepted Staffing Rates by Title on the Price Sheet.

Question: For both Liberty State Park and the Greenway, one scope item is stated as “Development of detailed Designs to implement the master plan.” Please clarify the intended scope and expectations for this item. For example, are these designs intended to be conceptual to further support the Master Plan, or is this a separate phase to develop designs for construction including site explorations and full multidisciplinary engineering? Can we assume that the quote requested is for Master planning for the two projects only; and that Design Documentation can be estimated at a later time based on the recommendations (new buildings, pavilions, park space, wetlands, etc.)? Please describe the level of desired detail intended for the scope item "development of detailed designs". Is this conceptual, design-development level documents, or full CDs for bidding? Is there an expectation around construction administration?

Answer: The focus of this solicitation is to identify and pre-qualify bidders to participate in mini-bid processes for specific Work Orders issued in accordance with the scope of work based primarily on their experience and qualifications. DEP is not seeking specific designs at this point.

Section 1 – Introduction and Summary of the Request for Proposals

Question: The New Jersey Department of Environmental Protection is the using agency. The contract is issued through NJ Treasury, Division of Purchase and Property (NJSTART). Please confirm the contracting authority and the representative responsible to administer the contract for the State?

Answer: NJDEP is the contracting agency for this solicitation. Agency roles will be further defined once the contract has been awarded.

Question: Can you identify to the bidders who is evaluating the response to this RFQ on behalf of the State?

Answer: NJDEP will convene an internal review committee of experts experienced in procurement, planning and development projects.

Question: Do you anticipate a Technical Advisory panel or design review panel for review of project deliverables and who would be on that panel?

Answer: Yes. NJDEP will rely on its internal expertise to evaluate the sufficiency of any project deliverables provided by selected contractor(s) under the contract(s) awarded through this solicitation.

Question: Do proposals have to be made for both projects, or can proposals be made for either the Greenway or Liberty State Park?

Answer: Bidders may choose to pursue the Greenway, Liberty State Park, or both.

Section 1.1 – Purpose, Intent and Background

Question: Can you please clarify the language and intent of the phrase “one-or-more qualified Bidders”? If NJDEP decided to move forward with one or more qualified Bidders, would each Bidder be assigned to a specific project (i.e., Liberty State Park or The Greenway), or is the intent to have a bench of Bidders whereby services will be solicited as “Work Orders” as needs for either project arise?

Answer: As noted in Section 6.10 Post Award Distribution of Work, NJDEP will conduct a mini-bid process with all awarded contractors to distribute a Work Order with selected contractors provided the option to participate in any or all mini-bid processes.

Question: Please clarify the contradictory statement (last paragraph above 1.2 Order of Precedence of Contractual Terms) *“The State of New Jersey Standard Terms and Conditions (SSTC) included with the RFQ will apply to all Contracts made with the State. These terms are in addition to the terms and conditions set forth in this RFQ and should be read in conjunction with them unless the RFQ specifically indicates otherwise.”* This statement suggests that the RFQ takes precedence over the terms and conditions of the SSTC, which are additional. Whereas the following section directly below this language in, ‘1.2 Order of Precedence of Contractual Terms’, indicates that the order of contractual precedence, should there be a contradiction of terms and conditions, holds that the SSTC ranks higher (2nd) in precedence to the RFQ (3rd). Kindly confirm and amend as needed to remove any ambiguity surrounding the determining authority.

Answer: The order of precedence as identified in Section 1.2 shall apply to this solicitation.

Section 3 – Quote Submission Requirements

Section 3.1 – Quote Submission

Question: Is there a limit on the size of files emailed to NJDEP? Are we allowed to prepare a digital link on dropbox that contains our response?

Answer: Email submissions are limited to 50MB per email. Submissions may be provided in multiple emails with indication of their order (i.e., 1 of X) to ensure complete submittal. Alternatively, bidders may submit quotes via shared link (dropbox, etc.) to greenway@dep.nj.gov, ensuring the files are accessible to anyone with the link.

Section 3.4 – Quote Content

Question: This section lists that the forms are required in the response attachments. Do the forms need to be included if they are filled out on NJ START?

Answer: All forms that can be completed in NJSTART should be completed in NJSTART and do not need to be submitted with the proposal. An active and current registration in NJSTART is a requirement to receive an award.

Section 3.5 – Forms, Registrations and Certifications to be Submitted with Quote

Question: Do the intended subcontractors need to submit the forms within this section? If so, will they need to submit them on NJ START?

Answer: No, subcontractors do not need to complete the vendor forms. All intended subcontractors must provide a valid Business Registration Certificate to the prime Contractor who will include with their proposal to NJDEP.

Question: If it is a nonprofit contractor, do they need to provide the same documentation as for-profit contractor?

Answer: Non-Profit organizations intending to submit a proposal in direct response to this solicitation must complete all forms and register on NJSTART. Non-Profit organizations are not required to provide a Business Registration Certificate. If a bidder intends to use a non-profit organization as a subcontractor, the non-profit organization does not need to complete the vendor forms, nor do they need to provide a Business Registration Certificate.

Question: If it is a nonprofit contractor, do they need to provide the same registration documentation as for-profit contractor?

Answer: Non-Profit organizations intending to submit a proposal in direct response to this solicitation must complete all forms and register on NJSTART. Non-Profit organizations are not required to provide a Business Registration Certificate. If a bidder intends to use a non-profit organization as a subcontractor, the non-profit organization does not need to complete the vendor forms, nor do they need to provide a Business Registration Certificate.

Section 3.6 – Technical Quote

Question: Please describe what is expected in “technical approach and plans”. Should this describe specific scope and deliverables or a higher level description of project phases, goals and general activities?

Answer: DEP is primarily focused on assessing qualifications and experience of bidders through this solicitation as a method to pre-qualify contractor(s) necessary to complete the variety of tasks identified in the solicitation. As such, high-level descriptions are appropriate and detailed plans are not necessary for a responsive bid.

Question: Are the firm references to be provided in section 3 (Organizational Experience) of the Technical Quote supposed to be the same as the project references provided in section 7 (Experience with Contracts of Similar Size and Scope)? If so, may we direct the reviewers to section 7 for our firm references?

Answer: References provided in response to either section is at the discretion of the bidder. Bidder should provide the level of detail they feel appropriate to demonstrate the capability to effectively manage this project.

Question: Will you be supplying what the State requirements for “personnel levels” are in effort to level labor categorization between bidders, or does this requirement fall upon how we individually measure our labor requirements within the company?

Answer: Bidders should use their individual staffing/personnel titles and provide levels of effort they feel will allow them to effectively manage any aspects of this project. DEP’s approach to pre-qualify bidders to participate in a mini-bid process for discrete work orders is expected to provide various levels of work and complexity that will be suited to bidders of different sizes and staffing levels.

Question: Must all the contract/example projects highlighted in the resumes of subcontractors as well as primary contractor include a reference?

Answer: All projects that the bidder includes as demonstrating experience with contracts of similar size and scope must include a minimum of two (2) names and telephone numbers of individuals for the contracting party. Projects used to demonstrate subcontractor ability do not need to include reference information but must include all required information as required on the Subcontractor Utilization Plan.

Question: The RFP requires that offerors provide financial statement. Many privately held corporations do not publish annual reports as they do not meet the Securities and Exchange (SEC) Act of 1934 requirement to publicly file such financial statements with the SEC and various states and tangentially are not required to disclose creditor information. Rather than providing these reports/letter, would the Authority consider alternative paperwork confirming the privately held organization’s total gross revenues, shareholders' equity, comprehensive income, and working capital; last year’s tax return and affirming that our organization has sufficient financial assets to perform this contract?

Answer: A privately held corporation should submit certified financial statements, either audited or reviewed by an independent Certified Public Accountant or accounting firm. These financial statements should include, at a minimum, a balance sheet, profit and loss statement, statement of cash flows and all applicable notes. The submitted financial statements should be from the bidders most recent fiscal year.

Section 3.7 – State of New Jersey Standard Terms and Conditions, As Supplemented

Question: Should our response to the State of New Jersey Standard Terms and Conditions (Attachment 1), Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions (Attachment 2), and proof of insurance be included as the first sections of the Forms attachment, as an appendix to the Technical Quote, or as the ninth (9th) section of the Technical Quote?

Answer: NJDEP does not have a preference where in the proposal these forms are included.

Question: Although the Information Sheet and Checklist for Waivers and Delegated Purchasing Authority Transactions (Attachment 3) is referenced in this section, can we cross-reference the Forms attachment and include this checklist there to fulfill this requirement?

Answer: Yes. All potential bidders must register in NJSTART and complete the application forms.

Section 3.8 – State Price Sheet Instructions

Question: Please provide clarity on the definition of “single, all-inclusive hourly rate” as defined in the RFQ.

Answer: As defined in Section 7 Glossary, “All-Inclusive Hourly Rate” is an hourly rate comprised of all direct and indirect costs including, but not limited to: labor costs, overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Question: Does the Price Line indicate the number of people on the proposed team holding the title?

Answer: The number of people working in each title does not need to be provided on the Price Sheet. This should be calculated as part of the estimated overall contribution percentage (%) for that title against the total work effort of the project across all titles. This information is intended to provide context for the proposed all-inclusive hourly rate.

Question: In the State Price Sheet, is the “(% of expected contribution)” supposed to refer to the overall contribution percentage (%) for that title against the total scope of the project?

Answer: Yes, that is correct.

Question: Should/can the State Price Sheet be split up into year one and year two?

Answer: It is at the bidder’s discretion as to how many Price Sheets they want to submit.

Question: The State Price Sheet furnished with the RFP on page 57 states, “Refer to Bid Solicitation Section 3.18 for Bidder Instructions.” There is no Section 3.18 in the RFQ. Please clarify if there is an additional section missing in the RFQ, or if this is meant to be Section 3.8.

Answer: This was meant to be Section 3.8.

Section 4.0 – Scope of Work

Question: Is all right-of-way secured for the entire Greenway corridor? Is NJDEP the owner/administrator for all land and structures in the corridor, or will the selected consultant need to assist with property acquisitions?

Answer: NJDEP acquired the 8.6 miles of the Greenway in August 2022. Selected consultant will work in collaboration with NJDOT and NJ Transit due to current and future projects impacting portions of the Greenway.

Question: What agency will be the ultimate owner/operator of Liberty State Park and the Greenway?

Answer: NJDEP owns and operates/will operate Liberty State Park and the Greenway.

Question: What is the status of environmental and regulatory permits and approvals at Liberty State Park and the Greenway?

Answer: All projects have their own requirements and associated permits depending on their nature and scope. NJDEP is unable to generalize at this time.

Question: Is there an existing Master Plan or Vision to guide the selected Design Team?

Answer: At present, documents intended to guide bidders are hosted at

<https://nj.gov/dep/parksandforests/parks/thegreenway.html>.

Question: Is there visitor research data for Liberty State Park that will be provided to the successful bidder?

Answer: Basic Liberty State Park attendance data for the last several years is available and may be provided to the successful bidder.

Question: For LSP, are the Central Railroad Terminal Building and railways part of the scope, such as preservation and programming?

Answer: Yes.

Question: For LSP, is there a stakeholders list established?

Answer: Department staff will provide a foundation for a stakeholder list.

Question: Is there an estimated project budget for each of the two projects (LSP and EHG)?

Answer: There is no set budget for this project. NJDEP has identified several potential sources to fund this work and the budget will be driven by the individual Work Orders.

Question: Is there any timeline for both projects and any milestones or funding requirements related to project progress?

Answer: Specific timelines for completion will be guided, in part, by the work conducted by the selected contractor(s). The term of the contract(s) awarded under this solicitation will start on or about 1/1/23, with a base term of two years and two optional one-year extensions. Total contract length could be four years, end on 12/31/26.

Question: Is visitor journey mapping (how visitors use the Greenway and Liberty State Park together) an expected scope for this project?

Answer: Bidders are not expected to develop a visitor journey map for this RFQ.

Question: Are there specific climate projections (time horizon/scenario) that should be informing this work?

Answer: See NJDEP's Scientific Report on Climate Change (<https://www.nj.gov/dep/climatechange/docs/nj-scientific-report-2020.pdf>) and Sea-Level Rise Guidance for New Jersey (<https://www.nj.gov/dep/bcrp/resilientnj/docs/dep-guidance-on-sea-level-rise-2021.pdf>).

Question: The RFQ describes the scope of work as a *master plan for the Essex Hudson Greenway with a development of detailed designs to implement the master plan*. The EHG project property has numerous bridges. Are all bridge designs/rehabilitation expected to be taken to the level of detailed design?

Answer: No. NJDEP will work cooperatively with NJ Transit as to bridge rehabilitation. For master planning purposes quotes can assume connectivity of the entire 8.6-mile Greenway.

Question: The RFQ does not mention cost estimating services. Will this be included in the scope? What level of detail does NJDEP expect for the "funding needs and opportunities" part of the master plan development?

Answer: A general overview of funding needs and opportunities is anticipated at the master plan phase with detail set forth in specific Work Orders issued under the anticipated contract(s).

Question: The RFQ describes scope to facilitate a master plan for phased development of the Greenway. Please provide more information on what phasing means in this context.

Answer: NJDEP anticipates developing and opening the Greenway to the public in sections, as opposed to all 8.6 miles simultaneously. The end points of each segment are yet to be determined and will be guided, in part, by the work conducted out of this solicitation. Consultant(s) will need to take into consideration environmental constraints, bridge rehabilitation, and other State priority projects, and more, when developing the phased development.

Question: Will NJDEP develop a designated task force for each project to provide direction to chosen team in regard to design direction and community outreach approach?

Answer: Yes.

Section 4.1 – Master Plans & Designs

Question: Please describe how the work orders will relate to the proposed scope of services and technical approach detailed in the submission. Will the work orders be for phases of the proposed approach, or could they be outlined through a separate process by NJDOT?

Answer: DEP anticipates issuing Work Orders for discreet tasks outlined in the scope of services, most likely in a phased approach towards the ultimate development of comprehensive master plans for the selected properties.

Section 6 – Quote Evaluation and Award

Question: Given the complex, multi-faceted challenges to be addressed by this project, a multidisciplinary team is required to deliver the scope of work. The level of effort will vary during different phases of the project. A single all-inclusive hourly rate may not be commensurate with the level of effort required at different stages of the project, should separate Work Orders be issued. As such, it should be permitted to adjust the hourly rate used for mini-bids based on the final scope of the Work Order from NJDEP.

Answer: Bidders should provide on their Price Sheet all possible titles and all-inclusive hourly rates that could be used on this project. The proposals will be evaluated on this cost, among other factors. There will not be an opportunity later in the contract to amend these rates. If the bidder feels that costs may increase over time, they can submit Price Sheets for all years included in the term of the contract.

Question: Please provide further details on the contract format, specifically, will a firm or firms be retained to provide specific services in a phased approach?

Answer: Contractor(s) selected for this contract will be able to bid on future Work Orders as noted in Section 6.10 Post Award Distribution of Work. Please note that contractor(s) selected in response to this RFQ are not guaranteed any work; they are guaranteed the ability to bid on future Work Orders developed under the Scope of Work of this RFQ.

Attachment 1 – State of New Jersey Standard Terms and Conditions (9/1/2022)

Question: Are all prime consultants proposing on this Project [MASTER PLANS & DESIGNS – Liberty Park and Greenway] required to sign the 'Waivered Contracts Supplement'?

Answer: Yes.

Question: Can you please clarify what the NJDEP standard disadvantage business goal is and whether it applies to this project. If the standard goal does not apply, can you please provide the disadvantage business goal for this work?

Answer: NJDEP strives to contract with Small, Minority/Woman-Owned and Veteran/Disabled Veteran Owned Business Enterprises when possible. While there is no contractual set-aside goal for this particular project, the disadvantage business certification status of the bidder and/or their intended subcontractors will be included when evaluating the proposals and associated Price Sheets.

Question: Is there an SBE/MBE/WBE/SDVOB requirement %? Is there a set-aside goal for these projects? Or will this be determined on a Work Order basis?

Answer: NJDEP strives to contract with Small, Minority/Woman-Owned, and Veteran/Disabled Veteran Owned Business Enterprises when possible. While there is no contractual set-aside goal for this particular project, the disadvantage business certification status of the bidder and/or their intended subcontractors will be included when evaluating the proposals and associated Price Sheets.

Attachment 2 – Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions

II – Additions to the Standard Terms and Conditions for Waivered Contracts, as Applicable

Question: Is this Project [MASTER PLANS & DESIGNS – Liberty Park and Greenway] considered a ‘Waivered Contract’ OR should prime consultants omit Section II in its entirety or in part?

Answer: Yes, this contract will be awarded as a Waivered Contract.

Question: Will subcontractors need to provide any performance security or performance bonding for this project?

Answer: No.

Question: What % is the minimum requirement?

Answer: Retainage will not be applicable to this contract.

III – Additions to the Standard Terms and Conditions for Professional Service Contracts

Question: How should we present our proposed modifications to this section?

Answer: They can be prepared as a separate attachment included with the bidder’s proposal.

Requests to Change Terms and Conditions

Potential bidders made requests to change terms and conditions. NJDEP discussed all requests and will reject the following:

- In order to align with insurance cover, we would request to tie the indemnification obligation to proportionate fault, reimburse reasonable attorneys fees in accordance with proportionate fault and remove the duty to defend, and agree to a limited number of indemnified parties.
- Will you entertain revisions to key clauses in the contract? For example: (i) The indemnity is not negligence based and includes an unqualified duty to defend, (ii) there are performance guarantees, (iii) no limitation of liability or consequential damage waiver.
- As these Exhibits contain multiple terms that are not applicable to the professional engineering services proposed by subconsultant herein, and as such, any submission by consultant is for the limited purpose of confirming it will not violate the equal employment provisions applicable to consultant’s proposed services.
- If awarded the Project, the Prime Consultant and Subconsultant will provide a COI demonstrating the limits of insurance listed in this Section upon terms that are consistent with what is typical and customary for professional planning, architecture, and engineering firms performing the same or similar services in New Jersey. Is this acceptable? *Notwithstanding any provision, the Contractor shall provide all Services under this Agreement in accordance with the professional skill and care customarily exercised by properly qualified professional engineering consultants within its industry performing the same services, in the same locale and acting under similar conditions and circumstances (“Standard of Care”).*
- As these Exhibits contain multiple terms that are not applicable to the professional engineering services proposed by subconsultant herein, and as such, any submission by consultant is for the limited purpose of confirming it will not violate the equal employment provisions applicable to consultant’s proposed services.
- As a professional planner, architect, and/or engineer who does not perform any of the actual construction work, The Bidder requests this Paragraph be deleted in its entirety as inapplicable to the services proposed by The Bidder herein.
- Will these terms apply to only the prime consultant or also to the subconsultants on this project? If chosen, The Bidder will seek to negotiate a suitable limitation of liability so that its potential liability exposure is proportional to its scope of services and fee. The Bidder recommends the inclusion of a mutual waiver of consequential damages.
- To avoid insurability issues, consultant proposes services will be rendered without any guarantee and/or warranty, whether express or implied. Is this acceptable?
- The Bidder respectfully requests that the exclusion stated within Section 4.3, Sub-Paragraph A be deleted in its entirety and replaced with the following: *A Third Party claim, demand, loss, damage or expense relating to bodily injury or the*

death of any person or damage to real property or tangible personal property arising from the services provided by Contractor herein.

- To avoid insurability issues, with regard to the amended Section 4.1, The Bidder typically does not provide indemnification obligations for acts not tied to its negligence (i.e., breach, willful misconduct, or infringement) or for defense obligations, but can agree to reimburse for reasonable attorney's fees to the extent of its fault.
- If awarded the Project, and to avoid insurability issues that can arise from performance guarantees, The Bidder respectfully requests that the supplemental wording to Section 5.11, be delete in its entirety as inapplicable to the services proposed by The Bidder herein.
- If awarded the Project, The Bidder respectfully requests that the supplemental wording included in this Article be deleted in its entirety as inapplicable to the services proposed by The Bidder herein.
- If awarded the Project, The Bidder respectfully requests that the following provisions be added to any agreement governing the services proposed by The Bidder herein:
 - *The Bidder shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by The Bidder.*
 - *The Bidder shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants.*

Miscellaneous

Deadline for Submission

Question: Will the RFQ deadline be extended?

Answer: Yes. New deadline for quotes is 11/14 at 11:59pm.

Question: Will DEP consider a pre-proposal meeting?

Answer: The RFQ process does not provide for pre-proposal meetings.

Stakeholdering & Community Engagement

Question: Can you provide an estimated level of effort that the consultant would provide for the stakeholder engagement task?

Answer: NJDEP expects Consultant to engage in robust community stakeholder engagement, including, but not limited to, hosting public meetings, holding charrettes, and remaining transparent with the community on design and development decisions and timelines.

Question: What role will NJDEP play in the stakeholder process (i.e., facilitator, host and/or participant?)

Answer: DEP will coordinate and participate with consultant on all stakeholder engagement.

Question: Is there an estimate of how much community engagement is envisioned for each project?

Answer: As much as is necessary to inform decision making.

Other / Uncategorized

Question: Will NJDEP be the lead client agency?

Answer: Yes.

Question: Do you anticipate selecting multiple firms for the contract?

Answer: NJDEP will make this determination after all proposals have been received and evaluated.

Question: Do you anticipate a Technical Advisory panel or design review panel for review of project deliverables and who would be on that panel?

Answer: Yes. Panel makeup is unknown at this time.

Question: The RFP states the bid will be posted to NJSTART, however, we have been unable to locate it within the procurement site. Is this something you could assist us with?

Answer: The RFQ is not available through NJSTART. Potential bidders should access NJSTART to ensure they are registered and current on all required vendor forms. All proposals should be submitted as indicated in the RFQ to greenway@dep.nj.gov.

Question: Is the phasing strategy for the greenway established, or would it come out of the master planning effort?

Answer: The phasing strategy is expected to be established through the master planning effort.

Question: Is there a preference for an engineering lead? Or a design lead?

Answer: No preference.

Question: Can a team choose to pursue only one of the two projects described in this RFP, or are both projects required to be pursued?

Answer: Bidders may choose to pursue the Greenway, Liberty State Park, or both.

Question: The Greenway will cross multiple jurisdictions, including two counties, NJDOT, and NJTA. Has there been a memorandum of understanding regarding which design standards will apply for the project?

Answer: No, but the master planning process will be anticipated to propose what design standard should apply.

Question: What is the anticipated NEPA environmental document required for the Greenway project?

Answer: Unknown.

Question: How many awards are envisioned for this RFQ?

Answer: DEP will determine the appropriate number of awards based on the responses received.

Question: Is there a construction budget for the Greenway project?

Answer: No, the master planning process is expected to inform future construction budgets.

Question: How does this project intersect with the Liberty State Park Natural Resource Restoration Project described on the NJDEP ONRR website (<https://www.nj.gov/dep/nrr/restoration/liberty-state-park.html>)?

Answer: The work conducted in accordance with this solicitation will be intended to harmonize with the LSP interior restoration project.

Question: The Request for Quotes references the interior restoration project (Pages 2 and 12). Can you clearly define this project area and project limits on a map?

Answer: The focus of this solicitation is to identify and pre-qualify bidders to participate in mini-bid processes for specific Work Orders issued in accordance with the scope of work based primarily on their experience and qualifications. DEP is not seeking specific designs at this point. Additional information, such as what is referenced here, will be provided farther in the process.

Question: Page 12 of the RFP mentions "Development of detailed Designs to implement the Master Plan" for both Liberty State Park and the Greenway. Can you elaborate on the level of design expected (i.e., conceptual, 30%, 60%, 90%, 100%) and if permitting / regulatory compliance would be required.

Answer: The focus of this solicitation is to identify and pre-qualify bidders to participate in mini-bid processes for specific Work Orders issued in accordance with the scope of work based primarily on their experience and qualifications. DEP is not seeking specific designs at this point. Additional information, such as what is referenced here, will be provided farther in the process.

Question: If 100% engineering and permitting is expected, it can be difficult to provide an exact price for design without having the Master Plan completed. Would it be acceptable to include costs with assumptions with an opportunity to amend the cost proposal once the Master Plan is completed? Alternatively, could rates be provided in lieu of a detailed cost proposal for this item?

Answer: This RFQ is seeking all-inclusive hourly rates for all titles that could potentially be used by a bidder. Actual time and effort quotes will only be required on Work Orders that will be issued for future work under this RFQ through the mini-bid process. Bidders should identify all assumptions that inform its all-inclusive hourly rate.

Question: The State Supplied Rate Sheet does not have any Labor Categories to price. Should the Bidders provide their own Labor Categories and rates for those?

Answer: Yes.

Question: Are the Required Forms needed from only the Prime Consultant or do sub-consultants need to complete any/all of the forms?

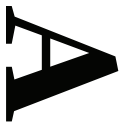
Answer: Only the prime contractor needs to complete the required vendor forms. Any/all subcontractors will need to provide a Business Registration Certificate to the prime contractor, if applicable.

Question: What will be the role of the Liberty State Park Design Task Force will be part of the Client Team?

Answer: The Liberty State Park Design Task Force will inform DEP efforts in conjunction with the selected contractor(s).

Question: Will there be a site visit?

Answer: A site visit is not provided for as part of this RFQ process.



Liberty State Park and Greenway

Technical Quote

November 14, 2022

State of New Jersey, Department of Environmental Protection

Agency Landscape + Planning and NV5
with:

Creative Urban Alchemy
Green Shield Ecology
Heyer, Gruel & Associates
Hive Public Space
HLB Lighting Design
Studio Ummo
Town Square

AmerCom Corp.
BlueShore Engineering
Churchill Consulting Engineers
InfraMap Corp.
Moffatt & Nichol
Toscano Clements Taylor
WJ Castle PE & Associates



Agency
Landscape + Planning

with

NV5

www.agencylp.com

91 Harvey Street, Suite 2
Cambridge, MA 02140

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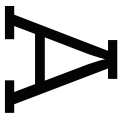
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(with Contracts of Similar Size and Scope)

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State of New Jersey
Department of Environmental Protection
401 E. State Street, Mail Code 401-07
Trenton, NJ 08625-0420
November 14, 2022

Re: Master Plans and Designs - Liberty State Park and Greenway

Dear Selection Committee,

Thank you for the opportunity to submit this response to the New Jersey Department of Environmental Protection's (NJDEP) call for quotes to craft a master plan and develop detailed designs for both Liberty State Park (LSP) and the proposed Hudson Essex Greenway (the Greenway). This document identifies the consultant team Agency Landscape + Planning (Prime) has assembled for this challenging assignment and describes ours, and each of our partner firm's, roles. It explains our approach to managing this complex project and executing the technical scope of work on schedule. It describes the expertise of the Team's combined staff committed to this project and illustrates our collective relevant project experience. We believe our team is best suited to take on this exciting challenge, and we stand ready and eager to assist NJDEP in the transformation of these two extraordinary sites.

We craft spaces that create value

We created Agency Landscape + Planning specifically to work with clients and communities dedicated to the creation of visionary spaces - park projects that heal degraded sites through environmental restoration, showcase an authentic sense of place through cultural engagement and leverage the value-creation power of parks for equitable community benefit. We believe that this opportunity is exactly aligned with our mission - and we enthusiastically look forward to seeing what kind of magic we can make together!

As leaders in park planning and design nationally, Agency's practice is defined by interdisciplinary collaborations among innovative minds, all focused on protecting and enhancing the places that make our cities and environments unique and beloved. We have created a partnership with NV5 - one of our favorite collaborators and recent partner on a systemwide parks plan for Jersey City.

A partnership with deep technical expertise

NV5 (formerly The RBA Group) is a national multi-disciplined AE consulting firm based in Parsippany, NJ and in Lower Manhattan's Financial District. NV5 has been designing and overseeing the construction of public open space and infrastructure improvement projects, including parks and trails in New Jersey, for Municipal and State Government Agency Clients, since 1968. NV5 brings valuable past experience to this project having performed work at both Liberty State Park and the Boonton. This experience has enabled NV5 to establish relationships with various important stakeholders including local municipalities, the East Coast Greenway Alliance, the 9/11 Memorial Trail Conservancy, and the New Jersey Bike Walk Coalition.

Together, Agency and NV5 bring a "best of all worlds" approach - national and local, creative and technical, mission-driven and execution-focused. We are joined by an



incredible team of specialists - a design team that will breathe spirit and excitement into the process and a technical team that will land those ideas with precision.

Collectively, Agency/NV5 Team personnel have spent time in Liberty State Park and along the Boonton Rail Line - walking the edges, exploring the wild, and capturing glimpses of the long view to Manhattan. We have walked the municipalities and talked with some of the residents and advocates. We believe that the key to unlocking the abundant potential in both sites is embracing a community-driven design transformation. Within our quote, we will lay out each site's challenges and opportunities as we initially understand them. We will also showcase examples of similar state-of-the-art and ground-breaking urban waterfront park and greenway trail transformation projects completed by Agency and NV5, led by the same Senior Leadership Team we have identified to lead this project.

Our team's local understanding of: the municipalities that touch these spaces, the Agencies with whom we will need to coordinate and seek approvals from, our pre-existing relationships with the communities that touch these projects, our creative passion, and our deep experience leading the implementation of technically-complex urban waterfronts and regional trail systems, we can hit the ground running to deliver comprehensive master plans and detailed designs for Hudson and Essex Counties.

We are confident that together, NJDEP and the Agency/NV5 team of experts outlined in our Technical Quote will succeed in creating two new world class public open space assets for the people of New Jersey. We look forward to the opportunity to discuss this exciting project in more detail with you.

Sincerely,

Kate Tooke, ASLA
Principal Landscape Architect
Agency Landscape + Planning
[Redacted]
[Redacted]

Rhiannon Sinclair
Planning Principal
Agency Landscape + Planning
[Redacted]
[Redacted]

Bettina Zimny, PP/AICP
Director of Planning
NV5



Sarasota Bay Park, Sarasota, Florida



3.6.1 MANAGEMENT OVERVIEW

TECHNICAL APPROACH

Our team brings all of the core disciplines and expertise we feel meet the outlined technical criteria and are essential to delivering two world-class projects. In Section 3.6.7 (Experience), we share our understanding of the project issues and opportunities. Here, we expand on a potential process to accomplish the given scope. We are flexible to workshop a timeline and scope items to align with the State's work order structure and expectations for project completion.

1. Investigate

Site Analysis and Data Collection Phase

PROCESS:

Site Analysis
Review Existing Studies
Historic Overview
Engagement

DURATION

3 Months

DELIVERABLES:

Review of Existing Studies

Data Needs
Existing Planning Studies
Previous Implementation

Communications and Engagement Plan

Site Analysis

Opportunities and constraints
Circulation and access
Topography and site hydrology
Soils and geology
Cultural and Social Inventory

2. Engage

Community Needs and Prioritization Phase

PROCESS:

Stakeholder Charrettes
Public Workshops
Pop-up Events
Digital Engagement
Site Tours

DURATION

Ongoing

DELIVERABLES:

Engagement Materials

Workshop advertising
Surveys
Presentation materials

Feedback Summaries

Reports tied to each milestone
Communicate quantitative and qualitative outcomes

Regular updates to state and municipal leadership

3. Envision

Plan Framework and
Concept Design Phase

PROCESS:

Programming/Connectivity
Concept Design
Prioritization
Refinement
Engagement

DURATION

3.5 Months

DELIVERABLES:

Three Master Plan Concepts

Illustrative Site Plan
Precedent Imagery

Relevant Diagrams

Circulation and access
Program
Cultural and natural resources
Environmental Review

Evaluation Criteria

Alignment with Guiding Principles
Rough Order of Magnitude Costs

4. Design

Master Plan and Detailed
Design Delivery Phase

PROCESS:

Plan Documentation
Phasing
Programming and Governance
Schematic Design
Engagement

DURATION

4.5 Months

DELIVERABLES:

Final Master Plan

Final illustrative book
Site plan enlargements
Associated diagrams
Comprehensive plan and process narrative

Implementation
Roadmap

Phasing plan
Order of magnitude cost estimates
Operations and maintenance Summary

5. Deliver

Plan Implementation and
Construction Phase

PROCESS:

Schematic Design
Design Development
Construction Documents
Construction Administration
Engagement

DURATION

18+ Months

DELIVERABLES:

Schematic Design

Opinion of Probable Cost
SD Document Set

Design Development

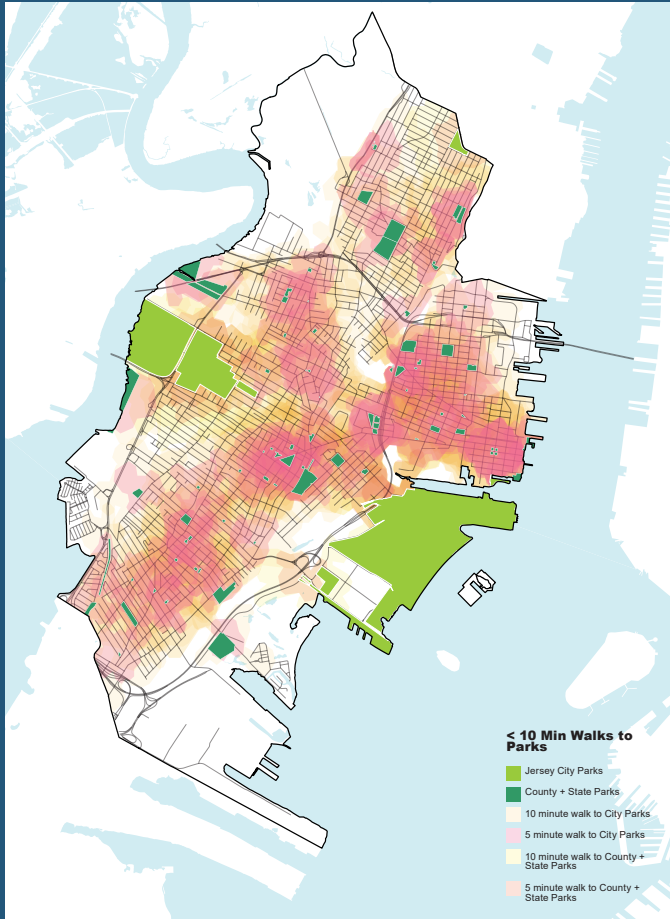
Estimate of Probable Cost
DD Document Set

Construction Documents

CD Document

Construction Administration

As-Built Documents, Weekly Site Visits,
Bi-monthly OAC MeetingsFinal Report
Project Close-Out Binder



Understand the past to look ahead

Recently, under the guidance of new leadership, Jersey City has invested over \$6 million in parks and recreation facilities and increased the City-owned parkland by eleven percent. This show of commitment to increasing access between the city's diverse communities and recreation is creating more places for people to thrive. Our team corresponded with NJDEP during the plan process, which overlapped with the State's Interior Restoration Plan efforts, to share information, help guide recreation amenity recommendations, and discuss opportunities for safe access to Liberty State Park from adjacent neighborhoods. This plan will continue to engage with the Liberty State Park Interior to ensure it will be a special natural area that will serve as an international model for urban nature restoration.

Investigate

Based on the RFQ identified scope items, our team has developed a proposed high-level scope of work for both the Greenway and Liberty State Park. In the first phase, the Agency team will hit the ground running on both an assessment of the Park and the Greenway, including a review of relevant contextual planning documents and projects and an analysis of the Park and Greenway's natural, historic, and cultural significance.

Site Analysis and Data Collection Phase

PROCESS:

Site Analysis
Review Existing Studies
Historic Overview
Engagement

DURATION

3 Months

DELIVERABLES:

Review of Existing Studies

Data Needs
Existing Planning Studies
Previous Implementation

Communications and Engagement Plan

Site Analysis

Opportunities and constraints
Circulation and access
Topography and site hydrology
Soils and geology
Cultural and Social Inventory

LIBERTY STATE PARK TASKS

Task 1.1 Data + Existing Study Review

Agency team will immediately begin reviewing and synthesizing all documents, maps, and images provided by the Department. The goal is to quickly and intimately familiarize ourselves with the existing conditions of the site, previous plans for the Park and surrounding areas, and the Liberty State Park Interior Restoration Project.

Task 1.2 Combined Project Initiation

The Agency team will facilitate an initial kick-off meeting with the Department to conduct a review of the overall project scope, schedule, and roles and responsibilities for both the Liberty State Park and the Greenway master plans. As local COVID restrictions allow, the team will plan to facilitate the kick-off meeting in person. This meeting will also include a walking tour of Liberty State Park to review existing conditions and a series of early conversations with Park stakeholders, including the City of Jersey City, state agencies, and in-ark organizations. This is an important moment to review any special requirements for both sites as a group, including any known contamination issues, flood considerations, and local land use constraints.

Task 1.3 Project Schedule and Engagement Plan

The Agency team will prepare a preliminary project schedule for Client review. The schedule will reflect key milestones identified as part of the project kick-off and incorporate the engagement plan approach. The project-wide engagement plan will include a timeline, audience, communication tactics/channels and expected outcomes.

Task 1.4 Park Stakeholder Committee Convening

We believe that regular engagement with State leadership, the City of Jersey City, and other relevant and key stakeholders will be vital to the success of Liberty State Park. We propose one leadership committee centered on the planning, design, and

activation of Liberty State Park. We will work with NJDEP to organize and host a series of meetings at each of the project's milestones with this group. The purpose of these meetings will be to share updates regarding project development, seek guidance on important decisions, and advocate for the plan broadly. To kick off this group's engagement, we imagine a charrette to understand the group's shared vision for this place and identify any barriers and opportunities for the plan to consider early on.

Task 1.5 Site Analysis

The Agency team will conduct a thorough site analysis, including:

- **Regional, Neighborhood & Site:** the site and its regional context, and on-site and proximate amenities, programs, or destinations in nearby city or county parks.
- **Circulation & Access:** how traffic patterns affect equitable pedestrian, bike, transit, waterside and vehicular access to and around the site
- **Topography and site hydrology** - an understanding of slope, drainage, and hydrology including current and future flooding.
- **Natural Resources:** a summary of existing soils, geography, and critical habitats.
- **Cultural Resources and Historic Features:** an inventory of existing assets onsite as well as past uses and potential interpretive themes.
- **Identity and Wayfinding:** a brand identity for both the Park and Greenway to connect with stakeholders and mobilize the community during the master planning process. Additionally, a comprehensive signage and wayfinding system that will help the visitors navigate the space as the built work phases emerge.
- **Opportunities and Constraints:** Within each topic area defined through the process, the team will provide a synthetic summary of opportunities and constraints to begin forecasting potential design directions.

GREENWAY TASKS

Task 1.1 Data + Existing Study Review

Alongside the Liberty State Park data review, the Agency team will review and understand the Old Boonton rail line, planning context of the eight municipalities that touch the line, and will develop a deep understanding of the Essex Hudson Greenway Framework Plan.

Task 1.2 Combined Project Initiation

The Agency team imagines there is value in co-facilitating the Liberty State Park kick-off alongside the Greenway kick-off to make best use of valuable Department time and encourage cross-pollination of ideas. This meeting will also include a hiking or driving tour of the nine-mile stretch to review existing conditions and ask questions about connectivity, access, and right-of-way considerations.

Task 1.3 Project Schedule and Engagement Plan

The Agency team will prepare a preliminary project schedule for Client review. The schedule will reflect key milestones identified as part of the project kick-off and incorporate the engagement plan approach. This schedule will bear in mind the goal of opening a portion of the Greenway before the end of 2025. The project-wide engagement plan will include a timeline, audience, communication tactics/channels and expected outcomes and will identify where engagement for the Park plan and the Greenway plan are synergetic.

Task 1.4 Park Stakeholder Committee Convening

So much work has already been accomplished by project partners and advocates to help realize this stretch of Greenway investment. Our team values this level of expertise and is excited for the chance to convene regular meetings of State leadership (including NJDEP, NJDOT, NJTA, and NJSEA), the eight municipalities impacted by the Greenway project, project advocates, and other relevant and key stakeholders who will be vital to the success of the

future Greenway. We will work with NJDEP to organize and host a series of meetings at each of the project's milestones with this group. The purpose of these meetings will be to share updates regarding project development, seek guidance on important decisions, and advocate for the plan broadly. Considering the length and varied nature of this corridor, we imagine a series of charrettes, one in each community the corridor touches, to understand the group's shared vision for this place and identify any barriers and opportunities for this project to consider early on.

Task 1.5 Site Analysis

The Agency team will assess the design needs, challenges, opportunities and alternatives based on the following analysis topics. We will build on the framework plan for this work, as it already provides a high-level understanding of the rail line and its proximity to community destinations and varying land uses.

- **Safety and Security** - We will perform a Crime Prevention Through Environmental Design (CPTED) assessment on the entire corridor, study lighting needs, and review vulnerable users at roadway crossings. We will also aim to understand patterns/typology of crime in the area and how they relate to the character of adjacent streets and open spaces.
- **Remedial Activities** - If not already completed by others, the Agency team will determine areas of concern (AOC) (i.e. underground storage tanks, contaminated sites, historic fill, etc.) and address through engineering controls (capping) and administrative controls (deed restrictions). We will consider next steps beyond initial environmental assessments to better educate next phases (i.e., Phase II ESA). This task will be prioritized for the first segment(s) due to go to construction, as the investigation and permitting timelines will be the critical path on the schedule.
- **Ecological and Habitat Restoration** - We will evaluate migration routes, existing mapping of

critical species, and natural resource areas. The team will also evaluate opportunities for habitat restoration along the corridor.

- **Stormwater Management** - We will identify segments of trail alignment within CSO areas and evaluate green infrastructure (GI) practices to reduce or eliminate runoff to existing CSO drainage systems; implement GI measures to meet NJDEP stormwater management control requirements (water quality, peak flow and groundwater recharge). Detailed studies will be performed to determine cost/benefit of utilizing the Greenway right-of-way for potential combined sewer outfall (CSO) reductions.
- **Equitable Public Access** - using a 15-minute bike and walkshed, we will evaluate the residential population impacted by this investment by considering public improvements outside of the Greenway corridor.
- **Structural Inspections:** Each structure along the Greenway will have a detailed inspection performed, both above and below the water surface, so that an informed decision can be made about structure rehabilitation or replacement.
- **Opportunities, Constraints, and Alternatives** - Within each topic area, the team will provide a synthetic summary of opportunities and constraints to begin forecasting potential design directions.



Connect Beyond Trail Boundaries

Besides the recreational benefits the Greenway will provide, it will act as a daily commuting route for thousands of residents and offer a healthier, lower-stress alternative to driving. It will be crucial during the initial planning and visioning phase of the project to consider the key on- and off-street active transportation arteries in each of the eight adjacent communities that will connect to the Greenway and increase its multi-modal reach. We will identify key “Connector Streets” together with adjacent counties and municipalities. These Connector Streets would typically be roadway corridors that run perpendicular to the railroad ROW, crossing it and extending well into adjacent neighborhoods. While construction of ‘complete streets’ improvements on adjacent Connector Streets beyond the Greenway right-of-way will likely have to be performed by the local communities instead of DEP, we will identify important connections and facility improvements during the master planning process with project stakeholders because the value of the Greenway will largely be determined by people’s ability to safely and reasonably reach it and use it.

NV5 led the design of the Spring Garden Connector Street, which enhanced the bicycle and pedestrian connections between the Northern Liberties neighborhood, the Delaware River Trail and a number of recent park investments in Philadelphia.



Engage Resident Voices

Residents of Essex and Hudson Counties already have a deep appreciation for excellence in trail connectivity and waterfront park experience. In the more than four decades since Liberty State Park began to take shape on previously industrial land, it has become a defining feature full of iconic amenities at the heart of the region, connecting New York City via a vast network of industry and passenger based rail. We understand that enhancements to the Park and expansion of the trail network from Jersey City to the west is layering new landscape experiences and better connecting people to places already beloved by the community. We have deep respect for the unique opportunities and challenges of designing in flood-prone urban riparian environments and upon urban brownfields. Our process will listen deeply to uncover shared priorities for the new Greenway and reinvested Park space. We'll leverage our dual experience designing multi-benefit riverfronts and corridors alongside the community's vision to craft memorable, inclusive, and resilient investments to their shared public spaces.

Engage

We've found that our most successful park and trail plans and designs are driven by meaningful collaboration and robust dialogue - not just with the community, but also with our clients and internal to our team. On many projects, we have found that meeting people where they are, centering the lived experience of residents and introducing voices that reflect them are fundamental principles part of an inclusive and equitable process. We imagine the engagement strategy will include the following at a minimum, and are excited to expand on these approaches if awarded the work orders.

Community Needs and Prioritization Phase

PROCESS:

Stakeholder Charrettes
Public Workshops
Pop-up Events
Digital Engagement
Site Tours

DURATION

Ongoing

DELIVERABLES:

Engagement Materials

Workshop advertising
Surveys
Presentation materials

Feedback Summaries

Reports tied to each milestone
Communicate quantitative and qualitative outcomes

Regular updates to state and municipal leadership

2.1 BROAD OUTREACH

Armed with the master plan presentation materials, the design team will conduct outreach in non-traditional forums (Facebook Live, Pop-Up Events and Local Events). The team will explore the potential of prototyping or mocking up elements of the preferred direction for use in engagement events.

Digital Platforms - We will use the website to solicit online feedback on the master plan materials and phasing strategy. We will leverage social media channels and communications resources to get the word out about the various engagement forums and feedback opportunities.

Community Workshops - Unlike typical public meetings, our community workshops will be designed with interactive activities that generate ideas, creativity and dialogue. Workshops can be held at different times of day and in all eight cities and various neighborhoods to attract broader participation. These workshops will be an important opportunity to share information and gather feedback from the community for both the Park and Greenway projects.

Project Websites - We can provide content for a client-managed webpage, build on project partner sites, like EssexHudsonGreenway.org or create a simple site to contain public information that describes the process and share milestones. The webpage will be launched and updated throughout the project. We will initiate social media channels and begin communications outreach.

Temporary Activations/Design Pilots - We can introduce participatory art and programming as placemaking/placekeeping tools. Our engagement process will facilitate capacity building and will help understand opportunities to strengthen connectivity, encourage intergenerational activity, promote health and well-being, and nurture transparent communication. These activations and pop-ups could be coordinated with local organizations to connect into existing events.

In an effort to pre-enact the future we aim to test ideas with the community as an approach to co-creating strategies and using collaborative art as a way of placemaking.

2.2 FOCUSED OUTREACH

Community Committee - Meaningful community collaboration is critical because it confirms to residents that they have a voice in the design. We will work with the client to assemble a representative committee with community members of all ages, backgrounds and abilities who will be ambassadors to spread the word and share updates with their communities. Our intention is also to support DEP in developing relationships with key organizations who can become future champions, stewards and activators of these public assets. This committee will also review the master plan's development at key milestones to ensure the plan evolves to meet the needs of residents and visitors alike!

Government Coordination - Using the site analysis, we will begin the process of government agency engagement and coordination. We will present the master plan to the various government agencies for feedback and coordination. We will use this opportunity to verify permitting processes and procedures as well as tagging any technical concerns to be addressed.

Stakeholder Sessions - We will conduct and summarize interviews with individuals, stakeholders and groups to provide targeted input. Key topics may touch on public space design as well as related themes like mobility and access, art, recreation, historic and cultural resources, resilience and natural systems, programming and local identity. Agency and NV5 will take advantage of pre-existing relationships to connect with the advocacy community and coalitions (New Jersey Bike Walk Coalition, East Coast Greenway, 9/11 Trail, etc.)





Vision

Working alongside project leadership, both plan's stakeholder committees, and the community, we will use our examination of the complex and interconnected issues of human activity and ecological systems along the waterfront and the rail line corridor to create a framework for decision making. We will identify and envision enhancements both the Park and the Greenway - and highlight areas for new destinations, recreational assets, restoration and preservation, and gateways.

Plan Framework and Concept Design Phase

PROCESS:

Programming/Connectivity
Concept Design
Prioritization
Refinement
Engagement

DURATION

3 Months

DELIVERABLES:

Three Master Plan Concepts

Illustrative Site Plan

Precedent Imagery

Relevant Diagrams

Circulation and access

Program

Cultural and natural resources

Environmental Review

Evaluation Criteria

Alignment with Guiding Principles

Rough Order of Magnitude Costs

Vision to Action

A strong vision, like Governor Murphy's vision for "the preservation of urban green space to promote healthy recreation, appreciation for natural resources and opportunities for equitable economic revitalization" are all key to the success of the Park and Greenway projects. At the core of both our team's processes are the long-term partnerships it builds with our client teams and how consistently it moves planning visions like the Governor's into implemented projects. A few examples:

- The Gulf State Park Master Plan led to five distinct projects - all constructed simultaneously.
- Hanafan Rivers Edge Park started as master plan in 2008 and has now been realized in three phases over ten years, including the recent play garden!
- At the Bay Park in Sarasota, a master plan vision started in 2018 and set the stage for now six ongoing park implementation projects!
- The Camden County LINK Trail; After performing the 34 mile feasibility study in 2017, NV5 was selected to perform the preliminary and final design of the first 20 miles of the trail in 2019.
- NYS&W Bicycle and Pedestrian Path: This five-mile rail trail is now under construction in Morris County, and includes multiple structures.

LIBERTY STATE PARK TASKS

Task 3.1 Guiding Principles

Using the results of the first community workshop and discussions with the client and stakeholder teams, we will develop a draft series of guiding principles that will provide the basis of design for the concept design exploration.

Task 3.2 Programming Exploration

A series of programming studies will be completed to test the feasibility of particular uses on the site, including active and passive recreation, landside and watersheet activities, and permanent and temporal events.

Task 3.3 Concept Design

We will develop three concept alternatives in illustrative site plan format and using the latest 3D capabilities to convey the design intent and spatial qualities of the proposed spaces and sequence of experiences. These will likely be wildly different and bold alternatives used to stimulate discussion and push the boundaries of the site and the community's expectations.

Task 3.4 System Diagrams

A series of diagrams will be created to illustrate the unique aspects and performance of each scheme including circulation and access, program, hydrology, cultural resources and natural resources. Care will be taken to ensure each design is legible in both two and three dimensions.

Task 3.5 Evaluation Criteria

Methods for evaluating the concept alternatives will be formulated including rough order of magnitude costs, alignment with the guiding principles, and technical considerations.

GREENWAY TASKS

Task 3.1 Guiding Principles

Using the results of the first round of community workshops and discussions with the client and stakeholder teams, we will develop a draft series of guiding principles that will provide the basis of design for the concept design exploration. Overall, we want

adjacent communities to feel that they have ownership and a voice on decisions made in their respective section of the Greenway.

Task 3.2 Programming and User Experience Exploration

Based on public input and physical site characteristics, an evaluation of specific programmatic elements will be performed along the Greenway. We'll explore unique elements that can be introduced to this linear park that create a one-of-a-kind experience that highlight history, culture, and ecology. We understand that the vision of the Greenway will look different for the various types of user groups that will use it, and it will be up to our team to find a vision that works for everyone.

Task 3.4 System Diagrams

Active Transportation and Transit Connectivity

Using our evaluations of important corridor access points and key community connectors in the first phase, we will develop a hierarchy of connectivity investments that will need to be made to the Rail Line Corridor and to adjacent rights of way. Considerations for seamless connections to transit stations will also need to be addressed. The team will perform a 'first-last mile analysis' around nearby transit stops, to identify opportunities for making easy and direct transit connections from the trail. Where making those connections would be dangerous or they are physically blocked, we will develop specific recommendations for safety improvements.

Ecological Enhancement

The Greenway not only has an opportunity to provide residents and visitors with a connection to an existing urban forest, a riverine environment or a marsh, but the project can also be used to enhance these environments and preserve them for generations to come. Our team will detail specific ecological enhancement efforts throughout the various habitats that the Greenway passes through.

Historic/Cultural Elements

This Greenway corridor is steeped in historical and cultural resources. We will incorporate relevant historic and cultural stories into the vision and will develop a cadence of storytelling along the corridor.



Design Driven by Climate Realities

Our team has helped cities across the country plan for sea level rise, coastal/river flooding, drought, heat, and other climate hazards. Our design philosophy leverages resilient design as multi-benefit infrastructure — where flood protection also advances economic opportunity, recreation, equity, and healthier ecosystems.

Both the State and Jersey City have taken major strides to understand and plan for future record storms, crafting policies and regulations to adapt and make resilient our shorelines and open space infrastructure.

Based on our preliminary research into the Hudson Essex Greenway, there are four known regulated stream crossings: Penhorn Creek, Passaic River, Second River and Unnamed Tributary to Second River. In addition, there are other waterways that the Greenway crosses, or that run linearly adjacent to, for which we will need to determine if they are regulated under the FHA rules. Improvements will be evaluated for impacts to regulated floodplains and riparian zones.

Our team is aware of the pending Inland Flood Protection Rule that will affect the NJDEP Flood Hazard Area (FHA) Regulations (NJAC 7:13) and Stormwater Management (SWM) Regulations (NJAC 7:8). According to the Department, the current rules do not accurately account for existing precipitation or future increases in precipitation, and designs based on current flood mapping are not protective for future conditions. Our team will plan ahead for future conditions, to ensure the future Park and Greenway are built to sustain future weather events.

Design

We will refine three concepts for both the Park and the Greenway into one preferred scheme to further refine with the client team and stakeholder committee. The final concepts will be documented as a master plan report that can be used to gather support, inform constituents, and acquire additional funding. This plan will be both aspirational and actionable, to ensure the State can immediately implement the plan.

Master Plan and Detailed Design Delivery Phase

PROCESS:

Plan Documentation
Phasing
Programming and Governance
Schematic Design
Engagement

DURATION

4 Months

DELIVERABLES:

Final Master Plan

Final illustrative book
Site plan enlargements
Associated diagrams
Comprehensive plan and process narrative

Implementation Roadmap

Phasing plan
Order of magnitude cost estimates
Operations and maintenance Summary

LIBERTY STATE PARK TASKS

Task 4.1 Draft Preferred Direction

Using the results of the second community workshop and discussions with the client and stakeholder teams, we will develop a draft preferred direction to serve as the basis of the master plan. This will be reviewed and approved with the client and selected stakeholder representatives.

Task 4.2 Master Plan

The team will deliver a master plan booklet that articulates and visualizes the proposed vision for the site. This will include the necessary graphics to make the design legible and capable of generating master plan level cost estimates. Diagrams will be created to clarify park systems and photorealistic perspective views will be generated to demonstrate the site's future ephemeral and spatial qualities.

Task 4.3 Phasing Plan

The design team will propose project phasing that aligns with client direction, community priorities, and technical considerations. We will identify an early-to-immediate phase that can help build momentum and demonstrate success.

Task 4.4 Cost Estimate by Phase

The project team will develop an order of magnitude series of cost estimates based on proposed project phases for the park, including, as needed coordination with phasing for completing the Interior Renovation Project.

Task 4.5 Operations and Maintenance Summary

To ensure the master plan is designed for long-term success, the design team will create a concept level operations and maintenance summary. This will align operational resources with proposed programming and potential revenue sources.

Consider future operational needs in the design.

1. Storage and operational offices
2. Power requirements for large events + mobile charging stations and Wi-Fi
3. Accessible and inclusive toilets/changing facilities

Task 4.6 Programming and Governance

We will create a preliminary programming calendar responding to the design and rooted in an equally inclusive and responsive community process. The calendar will identify recommendations to maintain a mix of users that reflects the surrounding community and adapts to different abilities and ages.

If desired, we will create an art master plan and interactive art installations that connect and represent the local community and introduce opportunities for play and storytelling for all ages and abilities.

GREENWAY TASKS

Task 4.1 Placemaking

The Greenway should not be thought of as just a corridor, rather a collection of places interconnected by a ribbon of walking and bicycling paths and natural habitats. Throughout the engagement process, our team will determine placemaking nodes of various sizes. We'll also consider locations where artwork can be implemented into the natural or industrial surroundings.

Task 4.2 Master Corridor Concept Plan

The team will deliver a master plan in both drawing and booklet form that articulates and visualizes the proposed vision for the Greenway corridor. This will include a detailed conceptual design that lays out the proposed location and size of the bicycle and pedestrian path(s), habitat restorations, green stormwater infrastructure improvements, placemaking locations, access points and access routes and both structural and storm resiliency improvements. The concept plan will be thoroughly vetted with stakeholders and neighborhood groups at engagement sessions and will serve as the agreed upon baseline for the detailed designs developed in the next phase.

Task 4.3 Phasing Plan

The Greenway is a complex project and will take multiple phases to fully implement. A detailed phasing and staging plan will be important to build the Greenway in the most efficient manner. For example, access to bridge rehabilitation and/or replacements will be vital to keep in mind as phasing is developed. We understand that it is a priority of the governor to complete a portion of the Greenway project before the end of 2025. With that in mind, we will work with the State to determine the first phase to be constructed based on community priorities, feasibility, and funding availability.

Task 4.4 Cost Estimate by Phase

The project team will develop a series of cost estimates based on proposed project phases for the corridor.

Task 4.5 Climate Change and Resiliency

During Superstorm Sandy, much of the former rail line was inundated by an eight foot storm surge. With climate change at the front of mind, our team will examine vulnerable areas and consider modifications to ensure that the Greenway can withstand projected increases in sea level and storm surges.

Task 4.6 Universal Design

The design for the Greenway will set a new standard for accessible and equitable access. The Greenway will follow an All Ages and Abilities design standard, meaning that children, grandparents, and everyone in between can feel comfortable walking or wheeling on the Greenway. This also means that people of all backgrounds and ability levels will be able to use the corridor and its facilities. The Greenway project will require a delicate balance of creating a world-class linear park that also feels welcome to everyone.

Infrastructure and Experience

The proposed alignment of the Greenway will incorporate as many as thirty different structures into its footprint. The structures along this alignment vary in type and range in design complexity from simple culverts to railroad overpasses to complicated moveable bridges including the swing span bridge located in the Hackensack River. Each bridge is unique, and each having been in service shows signs of age and wear. The main goal of any structure rehabilitation or replacement is to provide a safe and enjoyable experience for trail patrons.

As part of the process of integrating these structures into a functioning trail, an initial step must include a detailed inspection and condition assessment of the structures that will remain as part of the trail. Because of the number of structures and diverse types to be found along the corridor, the NV5 team responsible for conducting bridge inspection will be supported by specialized sub-contractors that will enable us to simultaneously provide multiple highly experienced bridge inspection crews with expertise in both above ground bridge inspection and underwater bridge inspection. This combined skill set is crucial as many of the structures pass through low lying and/or submerged areas. With an understanding of each structure's condition, an analysis will determine the extent of repairs required and a decision whether or not it is cost effective to design and perform the repairs, or if the design of a replacement structure will better serve the long term needs of the Greenway.

As part of this planning effort, we will carefully consider the surrounding context influencing the design. Where some structures are iconic and serve as a source of visual interest themselves, the view of certain other structures may be best downplayed or minimized in order to not compete with or detract from stellar views of the surrounding natural environment. Every structure and location along the Greenway alignment is different and the NV5 team will perform a separate individual comprehensive Visual Assessment for each with the understanding that they all serve important functions in making this a successful project.



At those structures that bear architectural significance and/or possess historic merit, we have an opportunity to enhance that structure's iconic design and provide an interpretive link between their current and historical use through thoughtful and sensitive rehabilitation. This might include the application of creative environmental design and graphics. NV5 structural engineers will work with our architectural historians and graphic artists to accomplish this.

Both existing, and new structures may be designed to stand out as iconic pieces of architecture through artistic interpretation. For example, by working collaboratively with the owner and project stakeholders, our team can identify feasible worthwhile opportunities to integrate custom designed architectural lighting effects, artwork, and/or decorative design elements into the bridge designs. We can also treat certain structures as place-making opportunities by including amenities such as seating, signage, shade and a 'trailhead' with kiosk and parking at community connection opportunities. Looking at all structures as 'design' opportunities, and not just as functional infrastructure, affords the opportunity to make a distinctive and enduring impression on both trail users and the roadway users passing by above or below the trail.



Engineering and Permitting

The Greenway alignment crosses through and/or passes adjacent to many state and local, public agency jurisdictions, as well as privately owned properties and infrastructure facilities. Engineering considerations when advancing the designs and coordinating with these external agency and utility stakeholders will include, but not limited to, proximity to existing facilities, maintaining access, safety, security, and consideration for future planned improvements to the respective stakeholders facilities, which could include additional rail track, and expanded utility infrastructure. Through our previously established relationships with many of these stakeholders, we will be able to efficiently advance engineering coordination efforts. This will be especially important during the master planning stage, when coordinating phasing and any potential agency upgrades will be key.

Both the Greenway project corridor and Liberty State Park contain numerous environmentally sensitive resources. NV5 will prepare environmental constraints mapping for the project area so that when concept improvement alternatives are being considered, we are aware of associated environmental impacts and permitting implications.

Deliver

While the focus of this Quote is on a comprehensive master plan and detailed designs, we've articulated what we believe are important next steps to continue the implementation of the Park and Greenway master plans, and achieve the Governor's goal to begin construction of the Hudson Essex Greenway before the end of his term.

Plan Implementation and Construction Phase

PROCESS:

Schematic Design
Design Development
Construction Documents
Construction Administration
Engagement

DURATION

18+ Months

DELIVERABLES:

Schematic Design

Opinion of Probable Cost
SD Document Set

Design Development

Estimate of Probable Cost
DD Document Set

Construction Documents

Estimate of Probable Cost
CD Document

Construction Administration

As-Built Documents, Weekly Site Visits,
Bi-monthly OAC Meetings, Punch List,
Project Close-Out Binder

Task 5.1 Schematic Design

The Schematic Design (SD) process will be design intensive and include detailed presentations of design options. The consultant team will listen carefully throughout this phase to ensure efficient and effective resource management during the Design Development and Construction Document Tasks ahead. We envision this phase of work happening concurrently with continued community engagement. The SD process will conclude with a SD Document Set detailed enough to complete an accurate Opinion of Probable Cost.

Task 5.2 Design Development

The Design Development (DD) phase will begin once the final schematic budget has been reached. Project coordination meetings will be held throughout this process to ensure maximum coordination and resource efficiency. Checksets will be provided at 50% design development and further estimating updates will be done during this time period to ensure budget goals are being met. The project team will create a set suitable for final Design Development pricing and allow our team to move seamlessly into Construction Documentation. It is also during Design Development that the project team begins exploring the construction detailing of project specific features.

Task 5.3 Construction Documents

Construction Documentation (CD) will begin after DD approval. Project coordination meetings will be held throughout this process to ensure maximum coordination and resource efficiency. Checksets will be provided to the client at 50% and 95%, with time allotted for review and commenting from respective municipalities. The plans will be submitted to all necessary regulatory agencies for approval. We will prepare plans, specifications and estimates of probable cost per established milestones and schedule. These documents will be suitable for bidding via the State's procurement process.

Task 5.4 Bidding

The project team will assist the client in preparing a bid notice for advertisement, coordinate pre-bid meeting, and respond to all Requests for Information (RFI). All addenda, if necessary, will be prepared and issued to bidders. Our team will be available to review all bids, and meet with the client team as necessary during this phase.

Task 5.5 Construction Administration

Construction related services will include weekly site visits as well as bi-monthly OAC meetings to discuss outstanding tasks, project construction schedule, review RFI's, work orders, ASI's, Shop Drawings and Submittals.

A digital log will be kept for all above items. Our team will lead all site inspections including all punch lists and substantial completion inspections. Our team will review and comment on all pay-applications. Our team will provide a coordinated project close-out process including As-Built drawings and Final Close-Out Binder.

Task 5.6 Operations & Maintenance Plans

The Park and Greenway will be generational projects that will provide millions of users with an opportunity to connect with nature and one another. In order to preserve the long-term investment being made in the infrastructure and natural features, it is incumbent upon the design team to provide DEP with a detailed Operations & Maintenance (O&M) plan in order to set proper yearly budgets and to maximize the value of the project. The O&M capacity of DEP will be considered throughout the planning and design process, and formal O&M documentation will be provided to DEP prior to the opening of project phases.



Belles Play Garden at Rivers Edge Park, Council Bluffs, Iowa



3.6.2 CONTRACT MANAGEMENT

CONTRACT MANAGEMENT

Tracking the Project

Agency manages projects through a number of tools, often selected for a given project in collaboration with the Client, to ensure seamlessness on both sides. For file sharing we regularly make use of Microsoft Teams, Shared Google Drives, and WeTransfer. For project scheduling and tracking of milestones, we often make use of SmartSheet. Shared live documents and spreadsheets are used to both to source information from and communicate to often extensive teams of sub consultants.

We are adept at using Procore and BlueBeam Studio when projects enter the construction phase. Generally speaking, what all of these platforms have in common is the ability to share live files across the team, with editing permissions set as needed, to ensure Client and extended Design team are on the same page and up to speed. Internally, we utilize custom project tracking tools and real-time project budget monitoring to ensure delivery of work products that are both on time and within the established budget—that goes for both professional fees and construction budgets.

Our Commitment to Quality

Project oversight, including construction administration will be provided by Agency and all our partners that stamp/seal drawings. Every project requires the following baseline controls:

- Analysis of client-furnished information, such as the scope statement, project program, construction budget, and schedule.
- Planning the project activities for each phase. This includes incorporating the client schedule, creating a team structure of adequate size and experience level to produce the deliverables of the project phase, and assigning senior staff with design and technical expertise to lead the team through completion of the Construction Document phase of the project.
- Control of document content by adherence to company standards and procedures for document preparation in each phase.
- Review of deliverable drawings and project manual at each phase, at the scheduled project milestones, by a dedicated quality control team.
- Total Quality Control (TQC) reviews always occur in two stages – an internal review by the Design Team (Quality Assurance) and then an external review by Quality Control Team (Quality Control).

Quality Assurance verifies that the documents are in conformance with Agency's quality standards which are based on industry standards and procedures. Drawings and project manuals are created with the intent to adhere to these recognized published standards. Team members are responsible for meeting the requirements of the Quality Assurance goals including design, technical performance, timely delivery, and production of drawings.

Quality Controls confirms adherence to the quality standards. Quality Control involves individuals typically outside the Design Team confirming that the Project Documents conform with quality standards. Quality Control includes reviewing the drawings and project manual to assure that Quality Assurance requirements have been performed by the Project Team and that specific and general project requirements have been met. Technical review consists of two components – systems coordination and technical content, including constructability.

Project Management

For Agency, Susannah Ross will serve in the role of project manager. More on her experience and management approach follows on the next page.



Meet Project Manager, Susannah Ross

Since I assumed the role of project manager for complex urban projects in 2009, I have managed more than 20 projects with combined design fees totaling over \$12 million and site construction costs of \$100 million. The teams I have managed for each project have included as many as fifteen designers—across all design disciplines—with up to a dozen contributing sub consultants working in concert.

I settled into the role of project manager in recognition that my greatest strengths—communication, problem-solving, organization, and directing others—were best employed in the capacity of point person and conductor for multidisciplinary design teams tasked with tackling the complex challenges of the urban environment. In my role as project manager I have orchestrated the execution of designs, from master planning through construction administration, on time, on budget, and to the level of excellence to which Agency is committed in order to achieve our client's mission. With each project, we strive to realize projects that achieve environmental resilience, cultural vitality, and community benefit.

In projects such as the **Sarasota Bay Park, Tom Hanafan River's Edge Park, Ithaca Commons, Smale Riverfront Park, and Schenley Plaza** I have been extremely fortunate to help transform abandoned, underused, or run-down spaces into places that strengthen connections between people and place, build community pride, and directly stimulate economic development. This is exactly what this effort will require and what the people of Essex and Hudson Counties wisely expect of the work ahead. The expansion of Liberty State Park and Greenway shares direct parallels with many of my previous projects.



Ithaca Commons in Ithaca, New York



Tom Hanafan River's Edge Park in Council Bluffs, Iowa



The Sarasota Bay Park, Sarasota, Florida

PROJECT SCHEDULING

Our team fully understands the stated goal of opening at least one portion of the Greenway to the public in the next three years. This ambitious goal will require a planning and design team that is nimble, forward thinking, and flexible, and a team that is a partner with DEP and other state agencies. Our organizational chart shows a team management structure, with Agency as the prime consultant and NV5 as the principal subconsultant. Agency and NV5 project managers will work collaboratively with DEP. We propose regular meetings between the DEP, Agency, and NV5 project managers during the initial planning and design phases of the project. It will also be important to confirm the engagement strategy early on in the process, so that Park and Greenway plan and design updates are regularly and consistently communicated to the public.

In order to implement this ambitious project in a time-efficient manner, we propose a staggered schedule that will allow for the planning and design of the first segment of the Greenway to commence after the initial stage of the Master Planning phase is completed. Further segments of the Greenway will follow this staggered schedule approach.

During the master planning phase for both Liberty State Park and the Greenway, an overall constructability analysis will be performed to determine optimal project phasing. There are many key elements that will go into play into project phasing:

Park Project Design to Construction

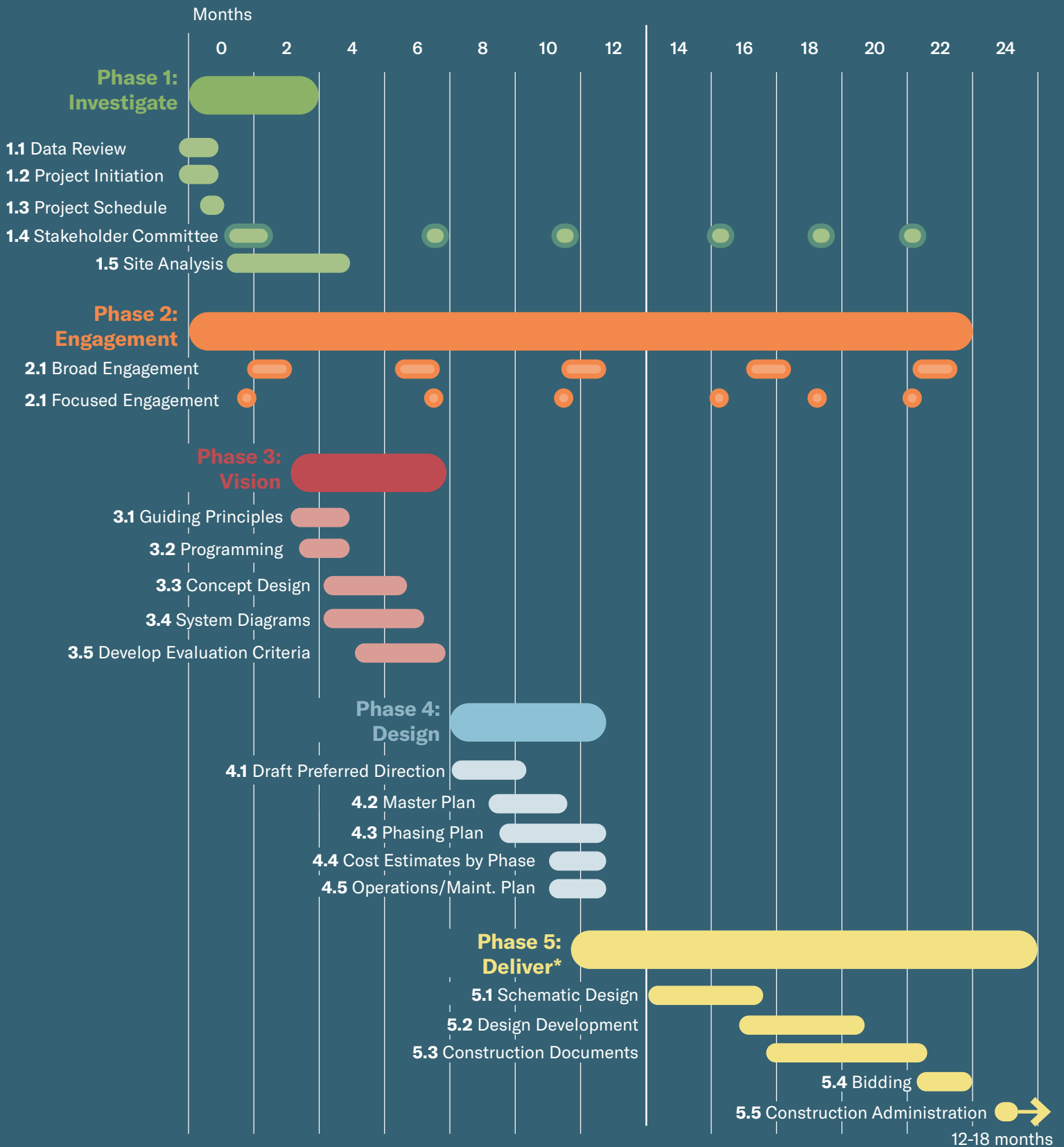
- The Liberty State Park Natural Resource Restoration Project includes an extensive restoration of various wetlands, meadows, and

critical habitats, as well as a system of trails, paths, wildlife observation structures. Alignment of that project with the Park master plan should encourage the completion of design for all of Liberty State Park, including the interior, by Fall 2023, and allow for construction of the interior restoration project to begin by January 2024.

Greenway Project Design to Construction

- Construction of the Northeast Corridor Portal Bridge, taking place between 2022-2027, will likely mean that the eastern two miles of the Greenway will be constructed in a later phase. We understand that part of the Greenway right-of-way is being used for access during the Portal Bridge construction. Our team will work closely with the NJTransit/Skanska/Traylor Brothers PNB team to understand how the Greenway's construction phases can be intertwined into the Portal Bridge project, and to see if any efficiencies can be achieved by both projects piggybacking off each other.
- Bridge and other structure rehabilitation or replacement will likely necessitate construction access from both sides for the delivery of cranes and construction materials, therefore, some bridge projects may be bid out prior to the adjacent trail/park work.
- Interim termini of the Greenway should be located at accessible locations. In other words, it will be desirable to avoid any short-term "dead ends" in the Greenway route so that users do not feel trapped and to avoid unauthorized entry of incomplete segments.
- Availability of funds; as segments are planned and cost estimated, the team will consider available budget from the state and other sources as to when specific segments get built.

PROPOSED SCHEDULE



*The Greenway will most likely be delivered in multiple bid segments, and this schedule shows the timeline for the first segment to be completed.



Gulf State Park, Gulf Shores + Orange Beach, Alabama †



3.6.3

ORGANIZATIONAL EXPERIENCE

Agency Landscape + Planning

Prime Consultant + Design Team Lead

Agency is the capacity of human beings to act, to make choices. Planning can remove barriers. Design is an act of optimism. Optimism and action are much needed, today more than ever. At Agency Landscape + Planning, we believe in the power of people to initiate and make purposeful, positive change.

Agency is a **women-owned small business (WOSB) and certified DBE/WBE practice** based in Cambridge, Massachusetts (certified DBE with New Jersey DOT and 29 other state and local entities). Our work engages the full spectrum of design services—from strategic planning to complex public realm implementation. It is tied together by a commitment to public sector work with deep community engagement.

Agency is a mission-driven practice dedicated to addressing social equity, cultural vitality and environmental resilience through design excellence, strategic planning and community engagement. Principals **Brie Hensold, Gina Ford, Rhiannon Sinclair, and Kate Tooke** have worked together for nearly a decade.

Agency's team is currently comprised of 18 employees including 2 owners, a core senior leadership team with between 10-20 years of experience each, 5 licensed landscape architects and a broad support team with technical, graphic and engagement skills. We are selective in pursuing projects that are mission-aligned, feasible within our given capacity, inclusive of community engagement and led with passion and commitment on the client side.

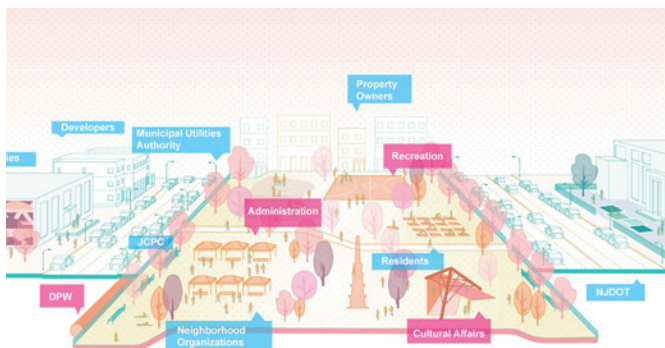


Moore Square, Raleigh, North Carolina

FIRM REFERENCES

Additional references can be found on each project sheet and resume.

JERSEY CITY MASTER PLAN VISION: OPEN SPACE ELEMENT / JERSEY CITY, NEW JERSEY



Barkha R Patel, AICP
Director
Department of Infrastructure
13-15 Linden Avenue East
Jersey City, NJ 07305



GULF STATE PARK / GULF SHORES + ORANGE BEACH, ALABAMA



Matt Leavell, AIA
Director of Design at The University of Alabama Center
for Economic Development
621 Greensboro Avenue
Tuscaloosa, AL 35401



SARASOTA BAY PARK / SARASOTA, FLORIDA



Bill Waddill
Chief Implementation Officer
The Bay Park Conservancy, Inc.
655 N. Tamiami Trail
Sarasota, FL 34236



Selected Agency Awards

American Society of Landscape Architects

Honor Award in Communications. WxLA. 2021

Honor Award in Design. The Chicago Riverwalk (Phases 2 and 3), Chicago, Illinois. 2018

Honor Award in Communications. Sea Change, Boston, Massachusetts. 2015

Honor Award in Design. Lawn on D, Boston, Massachusetts. 2015

Boston Society of Landscape Architects

Merit Award in Analysis and Planning. Albina Vision Community Investment Plan. 2022

Merit Award in Analysis and Planning. The Sarasota Bayfront Master Plan. 2021

Award of Excellence in Communications. WxLA. 2020

Merit Award in Analysis and Planning. White River Vision Plan. 2020

Merit Award in Analysis and Planning. Gulf State Park. 2019

Honor Award in General Design. Lawn on D, Boston, Massachusetts. 2015

Honor Award in Analysis and Planning. Bridgeport Parks Master Plan, Bridgeport, Connecticut. 2013

ASLA Local Chapters

Oregon Chapter, Award of Excellence in Analysis and Planning/Research. Albina Vision Community Investment Plan. 2022

Florida Chapter, Design Award. The Sarasota Bayfront Master Plan. 2021

Colorado Chapter, Honor Award in Analysis and Planning. High Line Canal Framework Plan, Denver, Colorado. 2020

American Institute of Architects

Honor Award in Architecture. The Chicago Riverwalk (Phases 2 and 3), Chicago, Illinois. 2018

Honor Award in Urban Design. The Chicago Riverwalk (Phases 2 and 3), Chicago, Illinois. 2018

National Small Project Award. Lawn on D, Boston, Massachusetts. 2015

Regional & Urban Design Honor Award. Tecnologico de Monterrey Urban Regeneration Plan, Monterrey, Mexico. 2014

AIA Local Chapters

AIA Central States Region, Honor Award in Regional and Urban Design. Albina Vision Community Investment Plan. 2022

Gulf Coast Chapter, Merit Award in Unbuilt Design. Sarasota Bayfront Park, Sarasota, Florida. 2020

Chicago Chapter, Design Excellence Award, The Chicago Riverwalk (Phase 2), 2016

Central States Region, Honor Award for Master Planning and Urban Design. Council Bluffs Rivers' Edge Park. 2010

American Planning Association

National Planning Achievement Award for Implementation. Gulf State Park Master Plan. 2020

National Planning Achievement Award For Public Outreach — Gold. High Line Canal Vision Plan. 2018

Pierre L'Enfant International Planning Excellence Award. Tecnologico de Monterrey Urban Regeneration Plan, Monterrey, Mexico. 2014

Award of Excellence for Disaster Mitigation Planning. Cedar Rapids River Corridor Redevelopment Plan, Cedar Rapids, Iowa. 2010

APA Local Chapters

Iowa Chapter, Excellence Award for Innovation for Sustaining Places. Cedar Rapids River Corridor Redevelopment Plan. 2010

Iowa Chapter, Planning Achievement Award for a "Hard Won Victory" Category. Cedar Rapids River Corridor Redevelopment Plan. 2009



Belle's Play Garden, Council Bluffs, Iowa

International Downtown Association

International Downtown Association, Downtown Achievement Award of Excellence. Moore Square, Raleigh, North Carolina. 2021

Pinnacle Award. The Chicago Riverwalk, Chicago Illinois. 2016

Pinnacle Award, Downtown Achievement Awards. Cedar Rapids River Corridor Redevelopment Plan, Cedar Rapids, Iowa. 2009

Other Awards

Sir Walter Raleigh Award for Community Appearance in Landscape. Moore Square, Raleigh, North Carolina. 2020

Sir Walter Raleigh Award for Community Appearance in Public Spaces. Moore Square, Raleigh, North Carolina. 2020

J. Irwin and Xenia S. Miller Prize. Exhibit Columbus, Columbus, Indiana. 2018

Rudy Bruner Award for Urban Excellence, Silver Medalist. The Chicago Riverwalk (Phases 2 and 3), Chicago Illinois. 2017

World Landscape Architecture, Award of Excellence for Built Design. The Chicago Riverwalk (Phases 2 and 3), Chicago Illinois. 2017

The Waterfront Center, Excellence on the Waterfront Honor Award for Design. Chicago Riverwalk, Chicago Illinois. 2016

Environment & Open Space Award, Omaha By Design. Tom Hanafan Rivers Edge Park, Council Bluffs, Iowa.

NV5

Engineering + Technical Team Lead

NV5, Inc. (formerly The RBA Group) is a full-service, multidisciplinary planning, architecture, landscape architecture and engineering firm headquartered at 800 Lanidex Plaza in Parsippany, NJ with offices in Lower Manhattan, New York, Long Island, Connecticut and Pennsylvania. NV5's northeast infrastructure group has a combined staff of over 200 talented professionals and support personnel who have provided planning, design and engineering services for a variety of municipalities, cities, counties, metropolitan planning organizations and agencies.

In business in New Jersey since 1968, and always in the business of creating infrastructure that offer a high quality of life, NV5 has been designing and constructing parks and trails in a variety of settings since the mid-1980's.

NV5's engineers, environmental specialists and landscape architects work together to ensure that the parks and trails we create fit well into their surroundings. We approach every assignment paying careful attention ensuring the site engineering works, and the design is context sensitive, taking into account views, landscape preservation and enhancement, architectural character, historic sensitivity, access visibility, environmental constraints and the privacy of neighbors. This focus on context sensitive - community

based design, that is reflective of the Client's objectives and capabilities, is a hallmark of NV5's commitment to transforming communities into places where people can choose to walk, bike, ski or skate and reap the obvious benefits – an improved quality of life.

NV5 wrote and has implemented the standard for greenways and trails development in New Jersey. They authored key statewide documents that helped set policy for trail designation and funding as well as professional guidelines to ensure minimum acceptable standards are met for trail design and construction. These have included: the NJDOT Planning for Greenways Guidebook in 2019, and the NJ TRANSIT Transit Friendly Planning Guide in 2022, which includes a chapter on station planning for active transportation. NV5 also wrote the last New Jersey Trails Plan update (as RBA), as well as the latest New Jersey Bicycle and Pedestrian Master Plan.

NV5's unique multi-disciplined team approach brings together professionals from a variety of allied and interlinked areas of expertise including land use and transportation planners; ecologists; environmental assessment and permitting specialists; civil, structural and geotechnical engineers; landscape architects, architects and other design-oriented sub-specialties.



NV5 is a collaborative practice that creates partnerships to plan and design high quality public spaces.

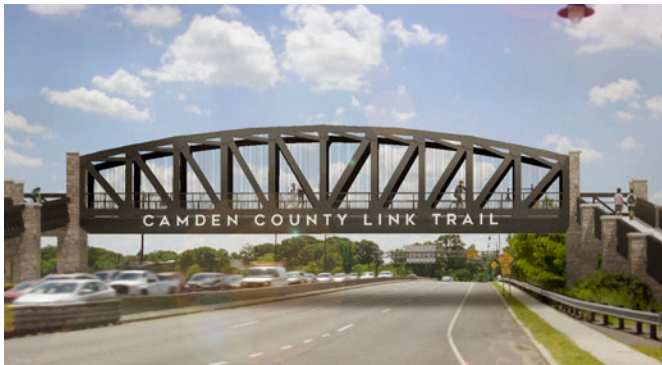


Phase 2 of NV5's \$50 Million Bronx River Greenway / Starlight Park Project is nearly complete and set to open to the public.

FIRM REFERENCES

Additional references can be found on each project sheet and resume.

CAMDEN COUNTY LINK TRAIL/ CAMDEN COUNTY, NEW JERSEY



Jack Sworaski
Project Manager, Camden County Department of Parks
1301 Park Boulevard
Cherry Hill, NJ 08002



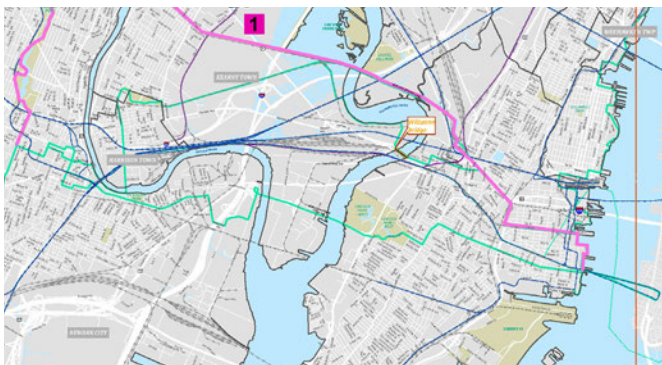
NYS&W BICYCLE/PEDESTRIAN PATH / MORRIS COUNTY, NEW JERSEY



Christopher Vitz, PE
Morris County Engineer
P.O. Box 900
Morristown, NJ 07963



EAST COAST GREENWAY ESSEX-HUDSON ROUTING STUDY / MULTIPLE COUNTIES, NEW JERSEY



Elise Bremer-Nei
Bicycle and Pedestrian Coordinator
New Jersey Department of Transportation
1035 Parkway Avenue
Trenton, New Jersey 08625



Creative Urban Alchemy

Urban Design + Equity

Creative Urban Alchemy LLC (CUA) is a design and planning consultancy that strives for equity and design excellence in creating strategies for diverse scales in urban environments, including revitalization projects for Cities. CUA offers services in the crafting of urban design concepts, frameworks and guidelines, developing masterplans, public realm plans, placemaking approaches, participatory design / community engagement methodologies and equitable planning strategies. CUA has worked in the sectors of arts & culture, climate & environmental justice, health & wellness and criminal justice. CUA centers a collaborative approach that invites all stakeholders to engage in an interactive process that builds consensus and supports community empowerment.

- Nationally recognized as an expert in equitable urban design. Provided capacity building and technical support to several Mayors as a part of the Mayors Institute on City Design Just City Mayoral Fellowship that brought together a small group of

mayors and design experts to directly tackle racial injustices in each of their cities through planning and design interventions.

- International thought leadership on equitable design and development. Invited to present keynote addresses for convenings for the UK Institute of Civil Engineers, Mayor's Office of the City of Seoul, Korea; Mayor's Office of the City of Helsingborg, Sweden; Kingdom of the Netherlands in South Africa; American Institute of Architects; New York Chapter of the American Society of Landscape Architects; New York Chapter of the American Planning Association; and National Building Museum.
- Climate & Environmental Justice expertise. Building Sector Advisor for the New York State Energy and Research Development Authority providing industry insight to the State Climate Impact Assessment - a comprehensive analysis of how climate change is affecting New York State human health, environment, and economy



Safe Places, Active Spaces Initiative (2020)
New York, NY

A data driven, community engaged design and placemaking initiative that brought together stakeholder teams of residents, community based organizations and government agencies to co-create strategies involving design and space programming to address public safety in open space in and around 15 NYC public housing developments as a part of the Mayor's Action Plan for Neighborhood Safety (M.A.P).



Jacksonville Riverfront Activation Plan (2021)
Jacksonville, Florida

CUA collaborated with a notable team exploring the future potential of the Jacksonville Downtown Riverfront as an inclusive place where every resident feels they belong. The Activation Plan focused on bringing people and energy to the Downtown Riverfront and providing opportunities for diverse groups from around the city. The Plan offers a framework to enhance the Riverfront experience and program spaces along the Riverwalk.

Hive Public Space

Economic Development, Programming + Accessibility

Hive Public Space is a women-led urban design and placemaking / placekeeping studio. We believe in the idea that cities are complex urban systems that function laterally at multiple scales, and that public spaces have a huge social and economic impact on the vitality of any urban area. Our work strives for social, cultural, and racial equity.

We create new and innovative spaces and transform under-utilized ones. Our interventions incorporate design and engagement principles that promote the development of the local economy, identity, and a sense of belonging. Our holistic approach integrates participatory design, as well as operations, financing, and management strategies in order to shape the communities in which we live.

Our main service is to design and carry out public realm projects that involve transformations through Urban Design and Placemaking. Our approach begins

with strategically tapping into existing resources within the communities we work in and leveraging them to spearhead a cohesive and creative action plan.

As a core step in our implementation of this process, HivePS conducts Urban Analysis and facilitates a collaborative Community Engagement (and Capacity Building) process to help discover and deliver the potential of the public realm relative to its unique context and users.

Through well-crafted outreach, we aim to fully understand opportunities that strengthen connectivity, provide access, create safer pedestrian/vehicle environments, encourage multigenerational activity, promote health and well being, and nurture a thriving coexistence of commerce and neighbors that strengthens local economies and community capacity.



Lyra (Ongoing)
Monterrey, Mexico

Hive Public Space led the Urban Design and Placemaking team for Lyra, a Mixed-use 201,900 m2 project in Monterrey, MX. Addressing the needs of 41% of the project, which constitutes Lyra's public spaces. Our scope covered street design, walkability and accessibility, community engagement strategy, Art/Placemaking masterplan, and Conceptual Programming.



Ribbon (2022)
Long Island City, NY

Part of LIC(Re)Connects Art Series, created and managed by Hive Public Space, "Ribbon" is an installation we designed in collaboration with The Urban Conga as a transformative communal platform for people to connect, share, and learn each other's versions of Long Island City. The piece acts as a playful gesture wrapping around and framing out different moments, encouraging people to look at the surrounding context in a new way.

Green Shield Ecology

Ecology

Green Shield Ecology's expertise is restoring and enhancing the ecological services, habitat integrity, biodiversity, and sustainability of urban and suburban lands. We do habitat assessments, urban park design, and environmental education work, focusing on understanding the effects of past land use on the biodiversity of habitats and design solutions to restore these ecosystems. Settings for our research include campuses, industrial and urban sites, urban forest fragments, wetlands, and tidal areas. All these sites can have a positive environmental future.

Our Ecologists and the Certified Arborist participating in our work are recognized experts in plant and animal ecology. Our professional training is in many aspects of restoration ecology, particularly the dynamics of plant and animal populations and communities and their sustainability in urban and degraded areas. Our experience in ecological consulting includes preparing oral and written reports to environmental officials at institutions and government agencies for ecological assessments and planning. Also, we have prepared detailed plans for restoration of natural habitats in urban wetlands, forests, and meadows, and for the creation of buffer zones. All staff members have experience in ecological field work, research, and developing new protocols for the understanding and restoration of natural resources.

We also frame educational initiatives, from public outreach to modern ecological interpretive signage for public areas. In addition, we have organized several workshops on ecological restoration for environmental officers at national meetings of the U.S. Environmental Protection Agency (EPA) and for environmental institutions.

We regularly work with multidisciplinary teams of planners, engineers, architects, and landscape architects. Recent major projects include landscape restoration plans for major urban parks (such as Freshkills and St. Marys in NYC), The Riverline in Buffalo NY, Morristown National Historical Park, the Fernbank Museum of Natural History piedmont forest in Atlanta, Jamaica Bay sea level rise research for the U.S. National Park Service (collaborating with NYC Parks), Beijing Olympics (with Sasaki), a master plan for the Duke Farms property in NJ (with Andropogon Associates), master planning for ecological habitats at the new Brooklyn Bridge Park (with Michael Van Valkenburgh Associates), ecological designs for the Pittsburgh and St. Louis waterfronts (with Weiss/Manfredi Architects), design of a public ecology park in Calgary, Canada (with Civitas and W-Architecture). We did the ecological aspects of a 1,350-acre Orange County Great Park in California (Ken Smith Landscape Architecture and Studio-MLA, design leads).

Our ecological restoration work has received national awards from ASLA, AIA, SER, and APA, and state awards from AIA (CA and NY), ASLA (NY, NJ and GA), SER (CA), and the NJ Native Plant Society. We also shared the 2014 Silver Prize from the Holcim Foundation for Sustainable Construction for design work on Manhattan's waterfront. Our work has been featured in the New York Times, The Wall Street Journal, The Economist, Sierra Magazine, Landscape Architect Magazine, CTV-Calgary, and other environmental media.

HLB Lighting Design

Lighting

Founded in 1968, **HLB Lighting Design** is the largest women-owned, independent architectural lighting design firm in the world. We specialize in creating compelling holistic lighting experiences that redefine the way people interact with the built environment. Our longstanding legacy of excellence, combined with our multiple boutique studios, gives us the ability to deliver the most transformative client experience in the industry.

With an international roster of over 100 employees and streamlined virtual capabilities, HLB is uniquely positioned to collaborate with clients of every scale worldwide. We operate on the cutting edge of lighting technology, constantly expanding and refining our services to meet the evolving needs of our industry.

Integrated Services and Lighting Expertise

- Interior & Exterior Architectural Lighting Design
- Daylighting Design
- Sustainable Design Solutions
- 3-D Visualization & Calculations
- Custom Luminaire & Product Development
- Light Art & Digital Media
- Control System Integration



Tom Hanafan River's Edge Park (2013) Council Bluffs, IA

The challenge of this project was to design the lighting to withstand a massive floodplain — all fixtures had to either be fully submersible IP68-rated or had to have electrical connections above 12 feet — while upholding the concept of creating vistas with light by primarily lighting perimeter areas. To achieve this concept, HLB utilized a series of sculptural poles to create vistas, lower-level poles to designate the perimeter, step lights in a stepped grass seating area, and bollards to illuminate the pathways and minimize obstructions. The lighting is zoned to allow for maximum flexibility of light levels depending on the outside conditions. The project is a phased one, and future lighting plans include the addition of glowing pavilions. HLB worked in collaboration with Agency leadership and Sasaki.

Select Awards

IES Illumination Award of Merit. 2014

Town Square

Operations + Governance

TOWN SQUARE transforms public spaces into community destinations by unifying the landscape, maintenance, sanitation, security, programming, design, and retail of every public space it works with. The result? Dynamic, community-focused environments become places cherished by locals and sought out by visitors. We will help create environments that will attract investment and strengthen the quality of their neighborhoods both in the present and for generations to come.

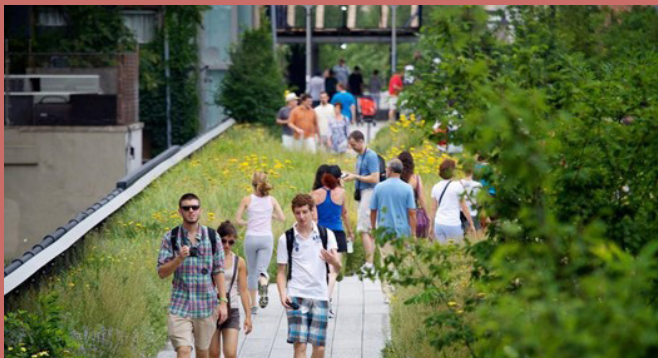
TOWN SQUARE believes every public space enjoys a special character within its community. A park is not merely a green island -- a well-managed park or public space fosters recreation and relief, shade and sunbathing, discovery, and self-reflection for the citizens of its city. It is the mirror a city holds to itself.

But we also know that streets, plazas, and parks can be economic engines, enriching the health of their neighborhoods, providing employment opportunities and fostering greater equity in their cities. For good or

bad, they are catalysts for safety, cultural creation, and real estate development.

To sustain the maintenance and programming costs of these spaces TOWN SQUARE devises governance and financing plans based on channeling the wealth created by premium spaces with a focus on the diversification of resources and the channeling of park patrons' desires and market offerings, as well as long-term engagement of corporate and foundation partners for signature activities. With this approach, TOWN SQUARE will help you to implement a structure that ensures your public space can become financially self-sufficient.

TOWN SQUARE is a client-focused consultancy founded by Jerome Barth, who honed his place-making skills at two of the most-beloved public spaces of our era--New York's Bryant Park and The High Line. Its philosophy is inspired by the works of Jane Jacobs, Elinor Ostrom, Christopher Alexander, George Kelling, Walt Disney, and William H Whyte.



High Line (2014-2015), New York, NY

Through ingenious public relations, design and organization, a group of community activists managed to show how converting a former rail line into a public space could lift property values, tie various neighborhoods together, and provide a novel identity to an area of town about to be rezoned for much denser habitation. The High Line, the "Park in the Sky" is free of charge as its maintenance is entirely paid for by Friends of the High Line (Jerome Barth was COO).



Bryant Park (1998-2014), New York, NY

'Needle Park', as Bryant Park came to be known in the 1970s, was transformed from a dangerous place in rapid decline into a beloved New York City destination. All of the members of Town Square's team contributed at some point in their career in the development of Bryant Park - advancing operations, pursuing new sources of revenue or implementing new programming. The high standard of care maintained at Bryant Park is the foundation of Town Square's management philosophy and is apparent in its work.

Studio Ummo

Wayfinding + Interpretive Signage

Ummo is a multidisciplinary branding studio driven by purpose.

Through the power of words, images, and environments, we express meaning and build movements. We partner with clients who share our commitment to vibrant places and thriving people. By listening and designing with empathy, we deliver deeply resonant, genuine brand experiences.

Serving clients nationwide, the studio works on complex branding challenges in a co-creative setting. We specialize in experiential graphics, wayfinding and interpretive signage, and brand identity systems.

We care deeply about the impact that our work makes. That's why Ummo's purpose-driven approach is rooted in engaging thoughtfully with our clients and their communities; in listening intently for meaning and emotion; and in experimenting incessantly in our design, writing, and making.

We are led by a diverse team that represents a range of talents, cultures, and perspectives.



Sarasota Bay Park (Ongoing)

Sarasota, FL

The Bay Park in Sarasota is the city's new front porch. To emphasize the connection to the region's ecology, Ummo worked with the client team to integrate interpretive etched graphics throughout the park's surfaces. The team also designed the entire signage and wayfinding family system that included gateway, donor, pedestrian, and directional signage. Ummo worked in collaboration with Agency.



Town Branch Park (Ongoing)

Lexington, KY

Using the existing brand and color palette, the Ummo team created a comprehensive signage and wayfinding system for the park incorporating natural materials used in the architecture features as well as the landscape. Working closely with the landscape architecture and planning team (led by Kate Tooke of Agency), the Ummo team integrated interpretive patterns in the ground in four different segments of the pathway system for discovery and wayfinding.

Heyer, Gruel & Associates

Land Use + Zoning

Heyer, Gruel & Associates (HGA) is a community planning consulting firm providing a wide range of planning services to over 50 municipalities and counties throughout the State of New Jersey. The firm, which is an S Corporation, has been in business under its present name and management for 19 years. The firm was founded in 1978 under the firm's retired partner's name, Harvey S. Moskowitz. HGA is located at 236 Broad Street in Red Bank, New Jersey and is in compliance with all applicable affirmative action requirements. HGA has the appropriate licenses to perform activities and is a registered business. HGA is a Small Business Enterprise (SBE) and Woman-owned Business Enterprise (WBE).

HGA includes New Jersey licensed professional planners and associate planners on staff with a wide range of specialties including master plans/strategic plans for both counties and municipalities, environmental and open space planning, resiliency planning, redevelopment, affordable housing, historic preservation, form-based codes, urban design,

revitalization, sustainable development planning and development reviews.

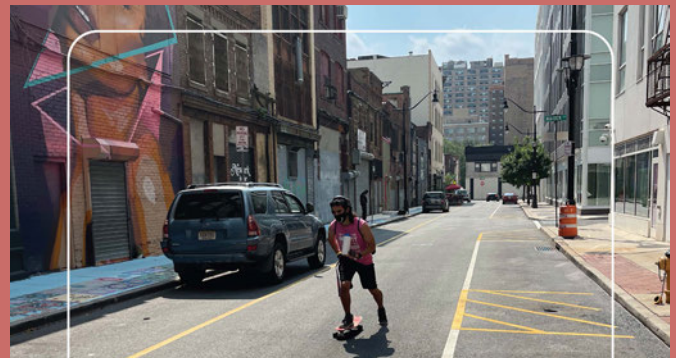
HGA provides its municipal clients with continuing services that includes the development of Master Plans and Master Plan Reexamination Reports, updates to municipal zoning ordinances, preparation of redevelopment studies and plans, affordable housing planning, and representing planning and zoning boards. Each of these tasks requires combining knowledge of local challenges with broader planning concepts to tailor solutions that are right for each situation.

HGA understands the needs of communities facing natural hazards, sea level rise, flooding events and the difficulties of balancing development and redevelopment with a sustainable and resilient approach. HGA also has demonstrated expertise in the development of regional and multi-jurisdictional Master Plans and has experience developing Open Space and Recreation Plans and Municipal Public Access Plans.



Resilient New Jersey (Ongoing), New Jersey

Resilient New Jersey is a multi-year effort to plan for regional resilience in four multi-municipal regions throughout NJ. HGA is part of the Arcadis-led team working in the Northeastern New Jersey and Raritan River and Bay Communities regions. HGA provided support to the planning effort through zoning and redevelopment analysis, identifying targeted growth and preservation areas, planning document review, mapping, and outreach. HGA offered a local perspective to complement the interdisciplinary project team.



Newark - Land Use Plan Element, Newark, NJ

As a member of the recently adopted Newark360 Master Plan team, John Barree, AICP, PP, was the lead author of the Master Plan Land Use Plan Element. The preparation of the Land Use Plan Element included analysis of the past decade of development activity and the strengths and weaknesses of the existing zoning ordinance. The Land Use Plan Element provides a progressive policy foundation for zoning ordinance updates that will continue to promote equitable and sustainable growth throughout the city.

Churchill Consulting Engineers

Structural Inspection

Structural design is a discipline that forms the very heart of civil engineering, and it has been at the very heart of **Churchill Engineer's** design practice since the company was founded more than 45 years ago. We provide structural designs for buildings, bridges, sign structures, telecommunication towers, culverts, piers, retaining walls, and underground structures. And our geotechnical and foundation design services are an integral part of our structural department; we provide foundation designs for the entire range of structure types we design.

Our structural engineers also provide inspection services for bridges, highway sign structures, culverts, piers, and telecommunication towers. Coupled with our in-house surveying and UAS (drone) capabilities, we can provide quick response to any structural design or inspection assignment.

Churchill's structural engineers focus on ensuring that our designs are safe, stable and secure. But they're also committed to providing designs that utilize state

of the art materials and technologies. The result is economical design solutions with the maximum feasible useful lives.

We offer extensive capabilities and experience in the following types of structural design projects:

- Steel, concrete and timber bridge design
- MSE, reinforced concrete and masonry retaining walls
- Bridge and building foundations
- Reinforced masonry wall systems
- Reinforced concrete tanks and pumping stations
- Marine structures
- Dams
- Culverts
- Bridge and culvert inspections
- Underwater inspections
- Telecommunication tower inspections



NJTA A3660 Bridge Fender Repairs and Rehabilitation Design (2020), New Jersey

Churchill was retained by WSP to perform underwater inspections, assist and above water inspections on all 13 structures and to prepare construction plans, specifications and cost estimates for the rehabilitation to structure N 2.01. Churchill also prepared the necessary environmental permitting required for the rehabilitation of the fender systems. All work was completed in accordance with NJTA standards.



NJDOT TP335 Inspection of 44 State Bridges, Group T21A (1st Cycle) (2021), New Jersey

Churchill was retained by the NJDOT to perform the NBIS Inspection of 44 State Bridges. The inspection portion of the project consisted of the evaluation of the overall condition of the deck, superstructure and substructure and documentation of any deterioration found. A complete report was required for each structure. Federally mandated Structure, Inventory, and Appraisal sheets and COMBIS were updated in conformance with FHWA and NJDOT requirements.

AmerCom Corporation

Geotechnical Engineering

AmerCom Corporation is a multi-disciplined Civil Engineering Consulting firm with a full-time staff of over eighty five professional engineers, surveyors, technicians, construction managers and inspectors dedicated to providing quality reliable, cost-effective and professional services since 1980.

AmerCom is a certified DBE/ESBE/SBE firm that has completed numerous Survey/ROW and Geotechnical Engineering services for NJDOT, NJ Turnpike Authority, NJTPA, SJTA, DVRPC and most Counties in NJ.

GEOTECH

AmerCom geotechnical engineers are OSHA/HAZMAT certified, enabling them to work under a variety of conditions. AmerCom also has its own Geotechnical Laboratory containing state-of-the-art computer equipment and the most efficient testing equipment available. The lab is run by experienced engineers able to meet any testing requirements.

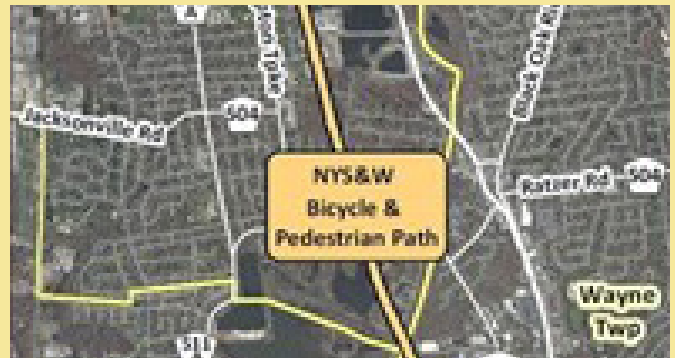
AmerCom has just recently completed geotechnical work for the \$1.5 billion MTA-LIRR Third Track Expansion Project from Floral Park to Hicksville NY. AmerCom was one of two geotechnical engineering firms as part of the Design-Build team responsible for all geotechnical work including elimination of 7 grade crossings, additional ten miles of new track, retaining walls, stations, and a parking garage. We were also part of the \$600 million GSP 30 – 60 Widening Program Management Team. As a part of that project, over 1,500 borings were obtained many through environmentally sensitive areas adjacent to the GSP as well as foundation and pavement designs as a part of this project. They were also responsible for subsurface investigations on the \$65 million dollar GSP Interchange 125 project involving over 300 borings for environmental designs, roadway, bridge and retaining walls.



Delaware Water Gap National Recreation Area (2020)

Warren + Sussex Counties, NJ

As a sub-consultant, AmerCom Corporation recently completed land survey, geotechnical engineering services, and pavement design along three sections of Old Mine Road through the Delaware Water Gap National Recreation Area totaling 6.1 miles. Geotechnical Investigation: AmerCom engineers determined the soil parameters and prepared a pavement design through the project limits.



NYS&W Bicycle & Pedestrian Shared Use Path (2018), Morris County, NJ

As a sub-consultant, AmerCom Corporation provided geotechnical engineering services for the final design of this 4.8 mile shared-use path from River Drive in Pequannock Township to Mountain View Train Station in Wayne Township, NJ. The path will serve as a transportation and recreational facility for residents and visitors to the area parks and transit. AmerCom was responsible for all geotechnical engineering on this project incorporating “green” concepts where practical.

Toscano Clements Taylor

Cost Estimating

Toscano Clements Taylor Cost Estimators, LLC

(TCT) is an independent cost estimating and cost management firm with numerous minority and small business certifications. Founded in 2007, our firm is led by four principals: Kimberlee Toscano, Roger Clements, Adel Hanna, and Jeannine Nelson. With a staff of 40, including quantity surveyors and specialists in the mechanical and electrical trades, we are able to support a large volume and variety of project types. TCT is a highly qualified team within the field of cost estimation, with Certified Cost Professionals, Certified Cost Engineers, members of the Association for the Advancement of Cost Engineering International, Fellows of the Royal Institution of Chartered Surveyors, and U.S. Green Building Council Members on staff.

Our core services:

- Cost Estimating
- Cost Management + Project Controls
- CPM Scheduling
- Value Management
- Life-Cycle Cost Analysis

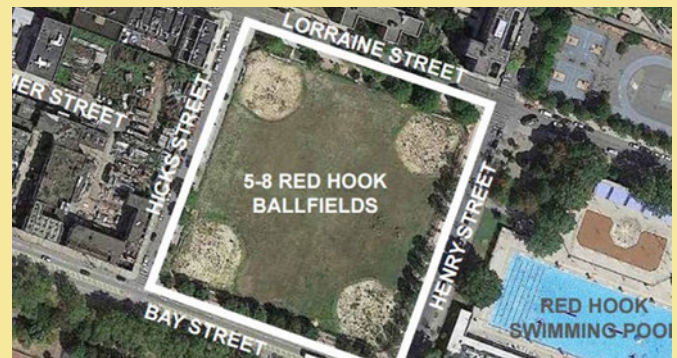
Our certifications:

- Woman Owned Small Business (WOSB)
- CBE
- DBE
- SDB
- SWaM



Roberto Clemente State Park Improvements Term Contract (2019), Bronx, NY

Roberto Clemente State Park, located on the Harlem River in the Bronx, was devastated by Superstorm Sandy after sustaining three feet of flooding. In response to the damage New York State Office of Parks, Recreation and Historic Preservation issued a five-year term agreement to improve park. TCT provided cost estimating services in support of the design of the improvements.



Red Hook Ball Field Remediation + Reconstruction (2018), Brooklyn, NY

Red Hook Ball fields 5-8 encompass an area of 4.17 acres and are part of the overall 58.5-acre Red Hook Recreation Area complex. As part of the site remedy for a removal action stipulated by US EPA, NYC Parks had to remediate and reconstruct the four synthetic turf ballfields with a minimum of 1 foot of clean cover. TCT prepared estimates at the schematic design, design development, 90% construction documents and 100% construction documents phases.

Moffatt & Nichol

Tidal Surge Risk Assessment / Storm Modeling

Moffatt & Nichol (M&N) has provided design services to coastal communities throughout the United States for over 75 years. Coastal resiliency is one of the firm's core disciplines and includes planning, design, and construction services for erosion and flood protection, as well as resource enhancement. Our staff has formulated industry standards to address complex coastal and structural design issues. Examples include U.S. Army Corps of Engineers and U.S. Navy design manuals for coastal protection, and development of a national standard for design of piers, wharves, and marine terminals. With 30 offices at its disposal in North America, the United Kingdom, Latin America and the Pacific Rim, the New York office has the full support of M&N's affiliated staff of more than 900 planning and design professionals, specializing in engineering projects in the coastal and marine environment. Our staff includes more than 80 coastal engineers as of April 2022.

M&N's reputation for excellence in the coastal and marine engineering fields has been built on years

of experience working on complex and challenging projects along the world's coastlines. Today, the firm offers clients an elite, influential staff of engineers, planners, and scientists who are recognized for solving global issues related to coastal, estuarine, and riverine systems. M&N also brings unmatched experience in numerical modeling of the physical processes that challenge projects in these settings, using advanced numerical modeling techniques to optimize infrastructure design for performance and cost-effectiveness. We pride ourselves on a time-tested combination of the latest high technology in modeling with a seasoned and practical approach to planning, designing, cost estimating, and construction oversight.

Mitigation of recurrent coastal flooding and SLR is a primary focus of M&N's coastal practice, with experience ranging from beach and dune construction on open coasts, to tide gates, seawalls and overland barriers and stormwater pump stations as well as non-structural solutions such as policy changes, structure raising, and strategic buyouts.



USACE South Shore Staten Island Coastal Storm Risk Management (CSRM) Project (Ongoing), Staten Island, NY

As a part of Joint Venture, M&N prepared the Feasibility Study for the CSRM Project. The project area covers 5.5 miles of the southern coastline on Staten Island. The Final Feasibility Report/EIS evaluated various alternatives to address coastal storm risks leading to a recommended plan. M&N also led the coastal design analyses including calculation of onshore waves, wave overtopping, and wave loads.



USACE Rockaway Inlet to Norton Point (Coney Island Seagate) Shore Protection (2016) Brooklyn, NY

As part of the initial design and construction of the Coney Island Shore Protection Project from West 37th Street to Brighton Beach, Moffatt & Nichol (M&N) completed the General Design Memorandum (GDM) which included coastal engineering analyses and preparation of all engineering appendices. M&N and NV5 are currently collaborating on a follow-up Coney Island Beach Boardwalk resiliency study.

BlueShore Engineering

Salt Marsh Restoration

BlueShore is a consulting and design engineering firm serving primarily the Lower Hudson River Valley, New York City, northern New Jersey, Long Island and Connecticut coastal communities. We are based in the Township of Teaneck in Bergen County, New Jersey. We focus on the following areas of practice:

Coastal Engineering: We provide design of shoreline stabilization, revetments, retaining walls, bulkheads, piers, & wharves. We also design marina systems, floating docks, and mooring systems.

Flood Zone Engineering: Design and Planning new structures and renovations within FEMA-mapped Special Flood Hazard Areas. We provide code compliance and design review in accordance with NYC Building Code Appendix G, ASCE 24, and FEMA P-55.

Structural Engineering: Investigation and design of residential and commercial building structures and foundations. A specific focus is analyzing and designing upland coastal structures for potential flood loads and foundation scour.

Environmental Permitting: Coastal and Marine Engineering designs must consider the rigorous requirements of environmental agencies, specifically demonstrating a purpose and need for the project, avoiding environmental impacts where possible, then minimizing and mitigating any unavoidable impacts. We coordinate design and permitting to bring projects through permitting quickly and efficiently. On the state level, we obtain NYS Department of Environmental Conservation Permits under section 401 Water Quality Certification, Protection of Waters, and Tidal Wetlands regulations. On the federal level, we obtain US Army Corps of Engineers Individual Permits and Nationwide permit jurisdictional reviews. On the local level, we provide certification of Local Waterfront Redevelopment Program policy review in compliance with federal Coastal Zone Management Act regulations.



USCG Shinnecock, Hampton Bays, NY

Performed coastal engineering design of a new bulkhead, breakwater replacement, dredging, buoy tender support pier, and floating dock renovations as consultant to Haskell. Prepared permit drawings specifying required turbidity controls and permit protections determined through the environmental agency consultations. Provided construction administration services including site visits, RFI responses, and facilitating pre and post dredge hydrographic surveys.



USCG Jones Beach, Wantagh, NY

Performed coastal engineering design, of a new bulkhead, riprap revetment, dredging, a breakwater extension, and new Travelift pier structures as consultant to Haskell. Prepared permit drawings specifying required turbidity controls and permit protections determined through the environmental agency consultations. Provided construction administration services throughout construction including site visits, RFI responses, and facilitating pre and post dredge hydrographic surveys.

InfraMap Corp.

Subsurface Utility Engineering

Since 1987, **InfraMap Corp.** (InfraMap) has been providing professional subsurface utility engineering (SUE) and locating services. InfraMap was one of the earliest subsurface utility engineering and locating firms established, and since our formation, we have focused on being a quality leader and expert in our field.

The InfraMap team has been awarded numerous contracts with the NJDOT, NYSDOT, PennDOT, DeIDOT, MDSHA, VTRANS, New Jersey Turnpike Authority and PANYNJ and more, completing all projects in accordance with all local, state, and federal guidelines. We bring our clients a superior level of experience, technical expertise, and significant resources. As of 2022, we have completed more than 26,000 projects, designated more than 32 million feet of utilities, and completed more than 130,000 air vacuum excavation test holes.

We are thoroughly familiar with the complexities and constructability issues which must be accurately and efficiently addressed by a utility location consultant. Given the enormous liability, as well as the expensive and dangerous consequences associated with errors, we understand the trust our clients instill in us when hiring our firm as their project partner. We do not take that trust lightly, and we make it our prime objective to always “get it done right, the first time.”

InfraMap has been providing SUE support to clients on similar design projects and, if awarded, can offer our full support to the team for all subsurface utility engineering needs throughout the duration of the contract.

A partial list of our currently held contracts of a similar scope appears below.

Project/Contract
South Carolina DOT Statewide On-Call SUE Contract (prime)
Georgia DOT Statewide On-Call Statewide SUE Contract (prime)
New York DOT Statewide On-Call SUE Contract (subconsultant)
Delaware DOT Statewide On-Call SUE Contract (prime)
Maryland DOT State Highway Administration Statewide On-Call SUE Contract (subconsultant)
Indiana DOT Statewide On-Call SUE Contract (prime)
Mississippi DOT Statewide On-Call SUE Contract (prime)
FDOT District 2 Districtwide On-Call SUE Contract (subconsultant)
Vermont Transportation Bureau Statewide On-Call SUE Contract (prime)

WJ Castle PE & Associates

Underwater Marine Structural Inspection

W.J. Castle, P.E. & Associates, P.C. (CASTLE) is a structural marine engineering company located in central New Jersey dedicated to the providing the highest quality service, W.J. Castle offers various services, including:

- Structural / Marine Engineering
- Underwater Inspection Services
- Hydrographic / Fathometric Surveys
- Side Scan & Scanning Sonar Imaging
- Construction Inspection & Management
- Specialty & Building Designs
- Non-Destructive Testing
- Submarine Cable Location

CASTLE is a Small Business Enterprise (SBE) and Veteran Owned Small Business (VOSB) that employs a combination of professional engineers, engineer-divers, engineers in training, CADD technicians, technicians, and office personnel. CASTLE's

Professional Engineers are highly qualified as both commercial divers and structural engineers providing a "unique blend" of technical and practical abilities. This "blend" of knowledge provides a more efficient and accurate underwater inspection which results in a complete structural evaluation. Certified to work in multiple states including; NJ, PA, NY, MD, DE, VA, and FL, CASTLE's experience has included the underwater inspection, investigation, and design of various types of marine structures throughout the east coast. CASTLE's over 30 years of marine engineering experience has allowed us to work on a wide variety of projects, and you will find we create underwater solutions that work – every time.

We are a Veteran Owned Marine Engineering Firm, with expertise and capabilities related to Marine Structure inspections, hydrographic survey, sonar imaging, design, and rehabilitation (bridges, docks, piers, bulkheads, etc.).



Underwater Inspection of Conrail Bridges (2022), Conrail Bridges

In 2022, CASTLE completed the underwater inspection of three Conrail Bridges (Bridge 10.96 over Elizabeth River, Bridge 1.50 over Cooper River, and Bridge 20.79 over Raccoon Creek). The bridge inspections included all areas from the high tide line down to the channel bottom. Soundings were taken around the bridges. Scanning sonar imaging was performed at both the Cooper River and Raccoon Creek with comparisons to previous years data. Each report included inspection findings and repair recommendations.



Macombs Dam Bridge BIN 1-24009-0 over Harlem River, Manhattan + Bronx, NY

W.J. Castle & Associates was contracted to provide the design and inspection services for the enclosure/encasement of the timber cribbing fender systems. The existing fender consists of timber cribbing filled with loose stone. The rehabilitation work consists of enclosing the cribbing and placing sand-cement grout within the crib. W.J. Castle was also responsible for the periodic underwater construction inspections of the containment system to assure no grout leakage occurs during the pumping operation.



Boulevard Crossing Park, Atlanta, Georgia



3.6.4 LOCATION

LOCATION

Agency Landscape + Planning
91 Harvey Street, Suite 2
Cambridge, MA 02140

Point of contact:

Kate Tooke, Principal Landscape Architect





The Agency team in South Boston, 2019



The Agency team in East Boston, 2021



The Agency team in Cambridge, 2022



Ithaca Commons, Ithaca, New York †



mia

TAPAS BAR &
RESTAURANT

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3.6.5

ORGANIZATIONAL
CHART

PROJECT TEAM

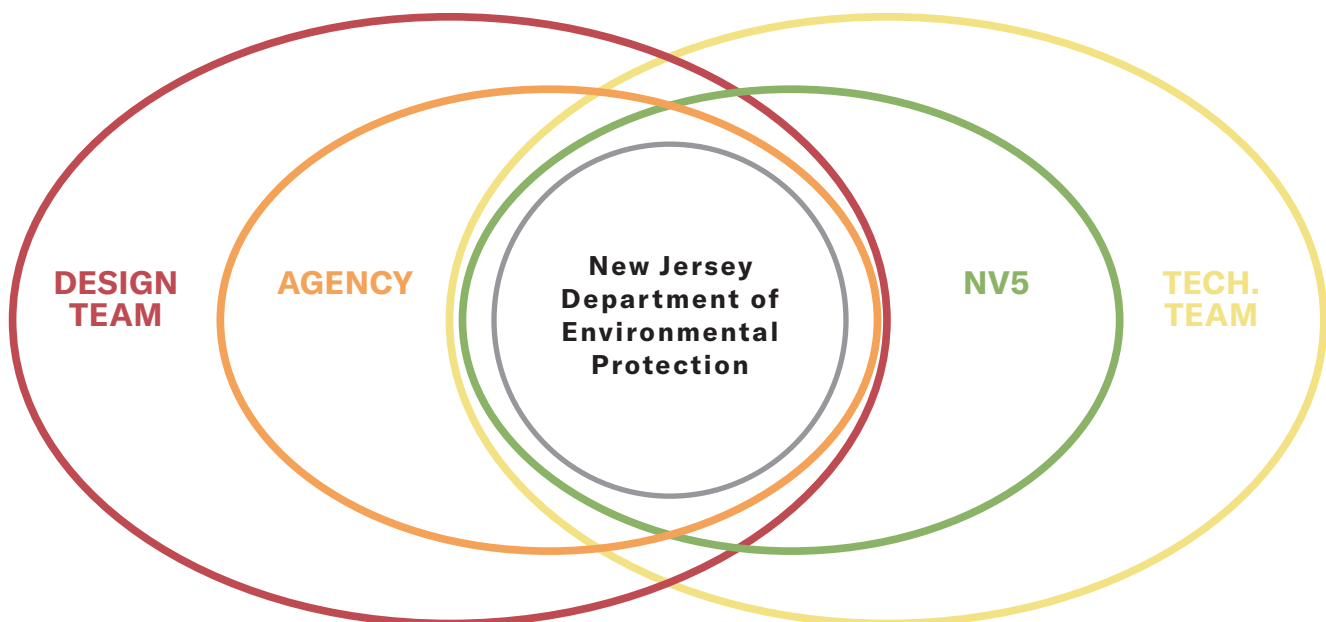
Agency + NV5: A Powerful Partnership

Delivering a visionary and implementable plan and design for both Liberty State Park and Greenway will require the highest level of design excellence and technical rigor. The partnership of **Agency Landscape + Planning** with **NV5** is uniquely positioned to provide this caliber of service to the State of New Jersey. As an interdisciplinary, parks-focused practice spanning both planning and landscape architecture, Agency will lead the design effort, bringing a depth of national expertise to bear. NV5's depth of engineering expertise and local understanding of implementing parks and greenway projects throughout New Jersey and the mid-Atlantic region will ground all aspects of the work. A collaborative work and management approach between the two firms will blend the best of design excellence with technical rigor in a delivery that will feel seamless and integrated to the State of New Jersey.

Agency will lead the overall process, design and management of the projects as the prime consultant and design team leader. For Agency, each new project is an opportunity to expand our network of people

passionate about the power of design to positively transform places. We see ourselves as design facilitators, giving poetic and powerful physical form to the ideas and aspirations of our partners. The Agency team will be led by Rhiannon Sinclair as Parks Planning Principal and Kate Tooke as Landscape Principal. Susannah Ross will bring decades of experience managing complex urban parks projects to bear as Project Manager, and Estello Raganit will serve as project landscape designer.

NV5 will serve as the Engineering and Technical Team Lead. NV5 has unparalleled experience in the state of New Jersey in regards to greenway and park development. They have led the planning and engineering phases of numerous trail projects throughout the region, including some of the longest trails in New Jersey. NV5's team lead will be Matt Ludwig, who has planned and designed multiple large and high-profile trail projects in the mid-Atlantic region. Matt will be supported by Bettina Zimny, Director of Planning and Jackson Wandres, Director of Landscape Architecture, as well as Drew Markewicz as Technical Advisor.



The Design Team

Agency will lead the landscape architecture and overall design planning of both the Park and the Greenway. Our core team of design subconsultants, with whom we have worked many times previously, was assembled through the lens of Agency values: we seek firms who are collaborative, represent the many voices of the community, have direct experience with the site and region, and bring humility to their work. In addition to Agency, which is a women-owned small business, four of our six core design team subconsultants are minority or women-owned small businesses.

Creative Urban Alchemy will bring urban design expertise to the team's effort, and help to apply a lens of equity to all aspects of our engagement and design process. **Hive Public Space** (Economic Development, Programming and Accessibility) and **Town Square** (Operations and Governance) will together apply decades of experience in parks management to craft strategy for the park and greenway. Rutgers Professor Steven Handel and his team at **Green Shield Ecology** will advise the design on the region's ecology, bringing specific expertise in coastal New Jersey's flora and fauna. **HLB** will serve as lighting designer, bringing nationwide expertise in lighting outdoor parks, greenways and open spaces for both safety and interest. **Studio Umno** will focus on branding, as well as environmental graphics like wayfinding and interpretive signage. **HGA** will provide land use and zoning expertise.

As the specific work orders arise, we intend to work with the State of New Jersey's project management team, using the values noted above, to round out the design subconsultant team with any additional necessary expertise to address work orders and fully implement the project. These areas of expertise could include design architects for any buildings that stem from the planning process, soils scientists, arborists, outdoor recreation specialists, public artists, irrigation designers or additional experts.

The Technical Team

NV5 will lead the technical aspects of the project including civil engineering and permitting. NV5 and the technical subconsultants have worked collaboratively on projects throughout New Jersey and New York and consist of a group of highly qualified experts for the Park and the Greenway projects.

NV5 will lead all efforts related to mobility planning, active transportation, traffic, structural engineering, green stormwater infrastructure, water resources, environmental permitting, aerial UAV survey, and utilities.

Our technical subconsultants consist of **Moffatt & Nichol**, who will provide coastal resiliency and sea level rise expertise. **BlueShore Engineering** will provide salt marsh and mud flat restoration design. **W.J. Castle PE & Associates** will bring underwater structures inspection, with **Churchill Consulting Engineers** assisting with above-ground structural inspection. **AmerCom Corp.** will perform geotechnical services and provide surveying support, with **InfraMap** providing subsurface utility engineering. **Toscano Clements Taylor** will bring construction cost estimating services to the team.

As the specific work orders arise, our technical team intends to round out the subconsultant team with any additional necessary expertise to address work orders and fully implement the project. These areas of expertise could include marine and seawall engineering, acoustics, air quality, transit design, MEP for buildings, and renewable energy expertise.

Team Organization

AGENCY LANDSCAPE + PLANNING*
Prime Consultant and Design Team Lead

Kate Tooke, ASLA
Landscape Architect,
Design Principal



Rhiannon Sinclair
Parks Planner,
Principal



Gina Ford, FASLA
Landscape Architect,
Design Advisor



Susannah Ross, ASLA
Landscape Architect,
Project Manager



Estello Raganit
Landscape Designer



New J
Departm
Environ
Prote

Essex and Hudson C

DESIGN TEAM

Urban Design + Equity
CREATIVE URBAN ALCHEMY*
Ifoma Ebo



**Economic Development,
Programming + Accessibility**
HIVE PUBLIC SPACE*
Alexandra Gonzalez



Priti Patel

Ecology
GREEN SHIELD ECOLOGY
Steven Handel, Ph.D., HASLA



Jean Epiphan

Lighting
HLB*
Robyn Goldstein



Haley Darst

Operations + Governance
TOWN SQUARE
Jerome Barth



Angela
Pennyfeather

Interpretive Signage
STUDIO UMMO*
Neda Movaghar



Philip Barash

Land Use / Zoning
HGA*
John Barree



Elena Gable

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Counties Communities



Bettina Zimny, PP/AICP
Principal



Jackson Wandres, RLA, WEDG
Design Principal



Drew Markewicz, PE
Project Management
Advisor / QAQC



Matt Ludwig, PE, AICP, WEDG
Project Manager

NV5
Engineering
and Technical
Team Lead

TECHNICAL TEAM

Civil Engineering
Andrew Muldowney, PE



Structural Engineering
Jason Salmon, PE



**Environmental Services +
Permitting**
James Brazel



**Mobility/Transportation
Planning**
Annette Schultz, AICP/PP



Landscape Architecture
Kevin Perry, LLA



Traffic Engineering
Brian Stankus, PE, PTOE



Hazardous Remediation
Glenn Galabrese, LSRP



Structural Inspections
CHURCHILL CONSULTING*
David Hippel



Geotechnical Engineering + Survey
AMERCOM CORP.*
Shivang Patel, PE



Cost Estimating
TOSCANO CLEMENTS TAYLOR*
Himanshu Parmar



**Tidal Surge Risk Assessment /
Storm Modeling**
MOFFAT & NICHOL
Santiago Alfageme, PE



Cultural/Historic
Rick Porter



Stormwater/H&H
Fred Scherrer, PE

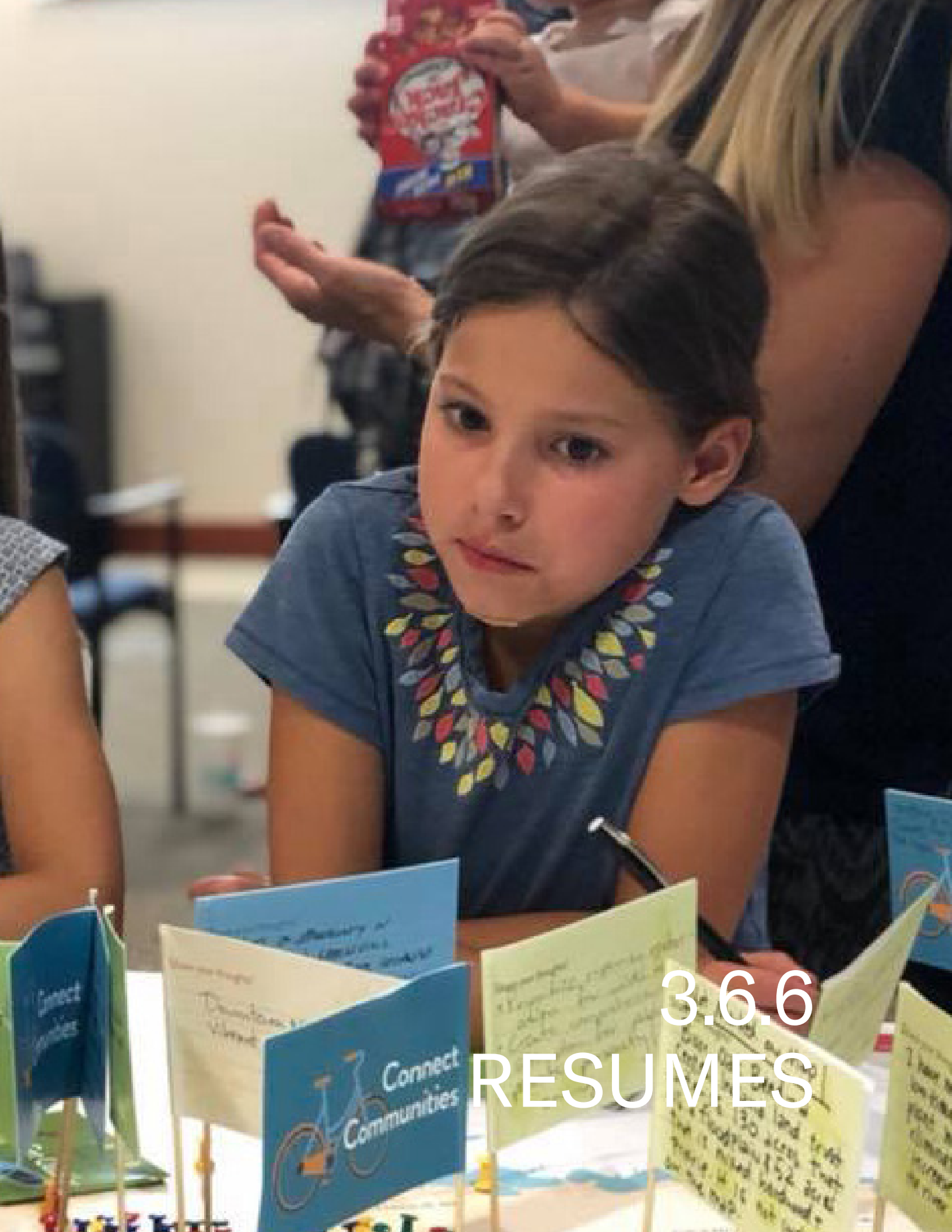


**Underwater Marine Structural
Inspection**
WJ CASTLE PE & ASSOCIATES*
William Castle, PE, SE

NOTE: Other key services and technical specialists include MEP, Geospatial, Subsurface Utility, and Salt Marsh Restoration (BlueShore Engineering* and InfraMap Corp.). Resumes and qualifications for all are provided in our submittal package.



White River Vision Plan, Marion + Hamilton Counties, Indiana



3.6.6 RESUMES



KATE TOOKE, ASLA
PRINCIPAL LANDSCAPE
ARCHITECT

LABOR CATEGORY

Executive / Senior Level
Officials and Managers

Kate Tooke, a landscape architect and principal of Agency Landscape + Planning, has focused her career on the intersection of community and public space. She leverages a diverse background as an educator, an engineer and a landscape architect into a practice unabashedly passionate about connecting people to the urban environment. Kate's listening-oriented approach to project leadership as well as her strategic thinking, design eye, and technical acumen have been instrumental in the success of diverse projects ranging from master planning to site-scale work and extending coast to coast. Beyond practice, Kate plays an active role in academia and non-profit circles, and is a prominent voice in the national conversation about risky adventure play and children's outdoor environments.

EDUCATION

University of Massachusetts, Amherst - Master in Landscape Architecture

Lesley University - Master of Education

Dartmouth College - Bachelor of Arts in Engineering and Studio Art

PROFESSIONAL REGISTRATIONS

Registered Landscape Architect: MA, ME

SELECTED PROJECT EXPERIENCE

Boston Children's Museum Master Plan; Boston, MA; Aug 2019 -Oct 2020 †

Kate, while a Principal at Sasaki, led the design process with the Boston Children's Museum to reimagine the Museum's waterfront. The vision integrates community resilience, engaging educational elements and a continuous public harborwalk into a dynamic and expressive landscape at the Museum's front door.

Reference: Amy Auerbach, Boston Children's Museum; 308 Congress Street, Boston MA 02210. [REDACTED]

Boston City Hall Plaza Renovations; Boston, MA; Jul 2018-Nov 2022 †

Kate, while a principal at Sasaki, led the team that designed, detailed and implemented a historic renovation of a modern-era brutalist concrete building and plaza. Informed by an extensive public engagement process, the renovation transforms the plaza into Boston's prime venue for hosting a wide variety of civic and social events, while also serving as a welcoming everyday destination.

Reference: Dion Irish, Boston City Hall, 1 City Hall Square, Boston MA 02201; [REDACTED]

Copley Square Renovations; Boston, MA; July 2020-July 2022 †

Kate, while a Principal at Sasaki, led the design process to renovate a historic square at the heart of Back Bay. In an open series of community conversations, the design process identified key priorities, tested conceptual alternatives and detailed future improvements that respond to contemporary needs around accessibility, programming, and sustainability of this beloved amenity.

Reference: Abigail Chatfield, Boston Parks and Recreation; 1010 Mass Ave, Boston, MA 02118; [REDACTED]

SELECTED AWARDS

ASLA Colorado Chapter, Analysis and Planning Honor Award. Greenwood Park. 2021

American Planning Association, National Planning Achievement Award for Implementation - Silver Winner. Gulf State Park Master Plan. 2020

Society of American Travel Writers, Phoenix Award. Gulf State Park. 2020

BSLA Merit Award in Analysis and Planning. Gulf State Park Master Plan. 2019

APA National Award of Excellence in Community Engagement. The High Line Canal Vision Plan. 2018

Landscape Architecture Foundation, National Olmsted Scholar, 2011

American Society of Landscape Architects, ASLA Honor Award for Graduate Design Portfolio, 2011

University of Massachusetts at Amherst, The Rhoades Award for Academic Excellence and Leadership, 2009

Greenwood Park Master Plan + Implementation; Baton Rouge, AL; Sept 2019- July 2022†

Kate, while a Principal with Sasaki, led a process to master plan and implement a first phase of construction at Baton Rouge's 550-acre Greenwood Park. A robust community engagement process reconnected local residents with the park, celebrated diverse uses and landed a series of strategic improvements that have bolstered pride and stewardship of a key jewel in Baton's Rouge's open space system.

Reference: Reed Richard, BREC Planning and Engineering; 6201 Florida Blvd, Baton Rouge LA 70806; [REDACTED]

High Line Canal Vision Plan; Denver, Colorado; Jan 2016-Aug 2017 †

Kate, while a principal at Sasaki and now with Agency, worked closely with the High Line Canal Conservancy and its constituents to create a forward-looking and feasible vision for the future of the 71-mile long recreational corridor.

Reference: Harriet Crittenden LaMair; High Line Canal Conservancy; 915 S Pearl Street, Denver, Colorado 80209 [REDACTED]

Smale Riverfront Park; Cincinnati, OH; July 2013-Sept 2015 †

Sited along the banks of the Ohio River, the Smale Riverfront park is the largest of the parks defining downtown Cincinnati's waterfront. While at Sasaki, Kate served as project landscape architect for three phases of planning and built work within the park's 32 acre footprint, and led postoccupancy research at the park.

Reference: Dave Prather, Smale Riverfront Park Manager; [REDACTED]

Rail Park Vision Plan; Philadelphia, PA; July 2021-July 2022 †

Kate, while a principal at Sasaki, worked closely with the Friends of the Rail Park and its constituents to create a forward-looking and feasible vision for the future of the 3-mile long industrial corridor with distinct character zones through the Philadelphia.

Reference: Rebecca Cordes Chan, Friends of the Rail Park; 1219 Vine Street Suite M, Philadelphia, PA 19107; [REDACTED]

Rebuild by Design; New Jersey; Fall 2013-Summer 2014 †

The United States Department of Housing and Urban Development held a competition for ten expert teams to envision solutions to increase resilience across the Sandy-affected region. The team's (with Kate as landscape architect) regional framework for the New Jersey Shore developed resiliency strategies for a series of typical coastal landscapes.

Reference: Amy Chester; Rebuild by Design; 20 Cooper Sq. Rm 232, New York, NY 10003; achester@rebuildbydesign.org

Town Branch Park; Lexington, Kentucky; Sept 2020-Present †

Town Branch Park, a new 11 acre park in Lexington KY, will be the jewel capping the end of the city's newly implemented Town Branch Commons trail. Kate Tooke led the design of Town Branch Park while a Principal at Sasaki, and continues to do so as a Principal of Agency.

Reference: Allison Lankford, Town Branch Park; 249 East Main Street, Lexington KY 40507; [REDACTED]

Water Works Park Master Plan; Des Moines, Iowa; 2012-July 2014 †

In 2012, the Des Moines' Water Works launched an international design competition for its 1,500 floodplain park. In addition to it being a stunning ecological resource, it also had the rich story of being the place where Des Moines' drinking water is harvested. Kate, while a landscape architect at Sasaki, led the winning competition scheme and subsequent master plan.

Reference: Ted Corrigan, Des Moines Water Works, 2201 George Flagg Parkway, Des Moines IA; [REDACTED]

† Work Completed at Sasaki



RHIANNON SINCLAIR
PRINCIPAL, PLANNER

LABOR CATEGORY
Executive / Senior Level
Officials and Managers

An urban planner with a background in architecture, **Rhiannon Sinclair's** work focuses on complex urban systems across multiple scales. She uses data-driven strategies to better understand and enhance the relationship between people, buildings, systems and the public realm. Rhiannon has considerable experience communicating information to broad audiences to promote strong community exchange and empowerment within a planning process. In her work, she finds that the role of this type of exchange and master plan facilitation contribute to plans that are visionary, comprehensive, and implementable.

EDUCATION

University of Pennsylvania Stuart Weitzman School of Design
Master of City and Regional Planning, Urban Design Concentration

Thomas Jefferson University
Bachelor of Architecture

SELECTED PROJECT EXPERIENCE

Bozeman Parks, Recreation, and Active Transportation Plan; Bozeman, Montana; 2021 - Ongoing

Rhiannon is the project manager for the Parks, Recreation & Active Transportation (PRAT) Plan, which will guide the enhancement, expansion, and long-term evolution of the City's parkland, trails, and programs in a way that is equitable and deeply rooted in community needs. Agency is leading a team of local and national experts to engage the City and the community in identifying needs and priorities, in order to provide a framework for future investments while protecting Bozeman's critical habitat and natural resources.

Addi Jadin; Bozeman Parks and Recreation Department; 121 N Rouse Ave. Bozeman, MT 59715; [REDACTED]

Charleston County Parks, Recreation, Open Space and Trails Master Plan; Charleston, South Carolina; 2021 - Ongoing

Agency (with Rhiannon as project manager) was hired to help envision Charleston County Parks from 2023 to 2033 in a planning effort called "Parks and Recreation for All!" The team is crafting an innovative set of recommendations and facilitating robust community engagement to reach every corner of the county.

Patricia Newshutz; Charleston County Park & Recreation Commission; 861 Riverland Drive, Charleston, SC 29412; [REDACTED]

Franklin Park Action Plan; Boston, Massachusetts; 2019 - Ongoing

Agency (with Rhiannon as senior urban planner) is leading the public engagement, planning, and programming for an effort led by Reed Hilderbrand in collaboration with MASS Design Group and a broad team of ecology, engineering, economic, and engagement experts to create a community driven action plan for an engaging and diverse Franklin Park.

Liza Meyer; Boston Parks and Recreation Department; 1010 Massachusetts Avenue, 3rd Floor, Boston, MA 02118; [REDACTED]

High Line Canal Vision and Framework Plans; Multiple Jurisdictions, Colorado; 2018 - 2019

SELECTED AWARDS

Boston Society of Landscape Architects Merit Award in Analysis and Planning. White River Vision Plan. 2020

ASLA Colorado Chapter, Honor Award in Analysis and Planning. High Line Canal Framework Plan, Denver, Colorado. 2020

The J. Irwin and Xenia S. Miller Prize. 2019

Outstanding Planning Award – Innovation in Planning Services, Education, and Public Involvement, NC Chapter of the American Planning Association. 2019

Merit Award for Excellence in Planning – Existing Campus, Society for College and University Planning, University of Washington Campus Master Plan; Seattle, Washington. 2017

Bryan C. West Award for Collaboration. 2013

Henry Adams Certificate of Merit. 2011

Building off the success of the High Line Canal's Vision Plan, Agency (with Rhiannon as senior urban planner) helped the High Line Canal Conservancy and community envision a bold future called the Framework Plan. The Canal is the Denver region's extraordinary, 71-mile long irrigation channel turned recreational trail amenity. The plan developed tangible and powerful next steps for implementation, with greater development of the physical framework and opportunity areas.

Harriet Crittenden LaMair; High Line Canal Conservancy; 915 S Pearl Street, Denver, Colorado 80209; (██████████)

Jersey City Open Space, Recreation and Community Facilities Plan, Jersey City, New Jersey; 2020 - 2021

As the leaders of the open space element of Jersey City's master plan, Agency is placing great attention on crafting a game plan to increase access to amenities the community desires the most, while balancing the City's unique ecological needs and imagining safe, effective, and accessible multi-modal ways to reach these destinations. Rhiannon was the project manager.

Tanya R. Marione; Department of Housing, Economic Development, and Commerce; 1 Jackson Square, Jersey City, NJ 07305; (██████████)

Mecklenburg County Park and Recreation Master Plan; Charlotte, North Carolina; 2019 - 2021

Agency (with Rhiannon as project manager) completed a robust community engagement and master plan process that is tailored to suit the diverse needs of Mecklenburg County's residents, visitors, and stakeholders. The Agency team developed innovative and implementable recommendations that address challenges of such a large system with limited resources and big aspirations.

W. Lee Jones; Mecklenburg County Park & Recreation Department; 5841 Brookshire Boulevard, Charlotte, NC 28216; (██████████)

Rebuild By Design Planning and Design Competition; NJ, NY, CT; 2014 - 2106 †

The United States Department of Housing and Urban Development held a competition for ten expert teams to envision solutions to increase resilience across the Sandy-affected region. The team's (with Rhiannon as urban planner) regional framework for the New Jersey Shore developed resiliency strategies for a series of typical coastal landscapes.

Amy Chester; Rebuild by Design; 20 Cooper Sq. Rm 232, New York, NY 10003; achester@rebuildbydesign.org

White River Vision Plan; Hamilton County & Indianapolis, Indiana; 2018 - 2020

Led by Rhiannon Sinclair as project manager and building upon 12 months of research, discovery and development by our robust team of experts, both local and national, the White River Vision Plan culminates in a document that identifies and envisions enhancements for 58 miles of the White River.

Brad Beaubien; Visit Indy; 200 South Capitol Avenue, Suite 300; Indianapolis, IN 46225; (██████████)

Zidell Yards Greenway & Open Space Concept Plan; Portland, OR; 2015 - 2017 †

Located in Portland's burgeoning South Waterfront neighborhood, Zidell Yards encompasses over thirty acres of formerly industrial waterfront that is undergoing transformation to become a vibrant, 21st century district.

Alan J. Park; ZRZ Realty Company; 2020 SW 4th Avenue, Suite 600, Portland, OR 97201; (██████████)

† Work Completed
at Sasaki



GINA FORD, FASLA
PRINCIPAL LANDSCAPE
ARCHITECT
DESIGN ADVISOR

Gina Ford is a landscape architect, co-founder and principal of Agency Landscape + Planning. Underpinning her two decades of practice are a commitment to the design and planning of public places and the perpetuation of the value of landscape architecture via thought leadership, teaching, writing and lecturing. Her work has received awards from the American Society of Landscape Architects, the American Planning Association and the American Institute of Architects, among others.

EDUCATION

Harvard Graduate School of Design
Master in Landscape Architecture with Distinction

Wellesley College
Bachelor of Arts in Architecture and Architectural History

PROFESSIONAL AFFILIATIONS

Registered Landscape Architect: CO, CT, IN, MA, MI, NC, OH, OR, RI, TN, WA

American Society of Landscape Architects

Boston Society of Landscape Architects

The Cultural Landscape Foundation Board of Directors

Architecture Boston Editorial Board

City Parks Alliance Board of Directors

ACADEMIC POSITIONS

Harvard Graduate School of Design: Studio Instructor, Trauma-Informed Design at Parrott Creek, 2022

Harvard Graduate School of Design: Studio Instructor, Memorial Highway and the Great Migration, 2021

University of Texas - Austin: Kwaliek Endowed Chair in Design and Planning, 2020

University of Nebraska - Lincoln: The Hyde Chair of Excellence, Spring 2011

PROJECT EXPERIENCE

Barney Allis Plaza; Kansas City, Missouri

Boulevard Crossing Park; Atlanta Beltline, Atlanta

Bozeman Downtown Plan; Bozeman, Montana

Bridgeport Parks Master Plan; Bridgeport, Connecticut †

Burlington Great Streets Initiative - Main Street; Burlington, Vermont

Burlington Parks Master Plan; Burlington, Vermont †

Burnham Memorial Design Competition; Chicago, Illinois †

Cedar Rapids Reinvestment and Redevelopment Framework; Cedar Rapids, Iowa †

Changing Course Competition; New Orleans, Louisiana †

Charleston County Parks, Recreation, Open Space and Trails Master Plan;
Charleston, South Carolina

Charlestown Navy Yard Hoosac Stores; Boston, Massachusetts

SELECTED AWARDS

International Downtown Association. Award of Excellence. Moore Square, Raleigh. 2021.

ASLA, Honor Award in Communications. WxLA. 2021

ASLA Florida Chapter, Design Award. The Sarasota Bayfront Master Plan. 2021

Boston Society of Landscape Architects Award of Excellence in Communication. WxLA. 2020

Sir Walter Raleigh Awards for Community Appearance in Landscape and Public Spaces. Moore Square, Raleigh, North Carolina. 2020

Boston Society of Architects Women in Design Award of Excellence. 2019

The J. Irwin and Xenia S. Miller Prize. 2019

AIA National Honor Award. Architecture. The Chicago Riverwalk (Phases 2 and 3). 2018

ASLA Honor Award in Design. The Chicago Riverwalk (Phases 2 and 3). 2018

AIA National Honor Award. Urban Design. The Chicago Riverwalk (Phases 2 and 3). 2018

APA National Award of Excellence in Community Engagement. The High Line Canal Vision Plan. 2018

Rudy Bruner Award for Urban Excellence, Silver Medalist. The Chicago Riverwalk (Phases 2 and 3). 2017

World Landscape Architecture, Award of Excellence for Built Design. The Chicago Riverwalk (Phases 2 and 3). 2017

AIA National 2015 Small Project Award. Lawn on D. 2015

Chicago Riverwalk (Phases 2 and 3); Chicago, Illinois †

Cincinnati Smale Riverfront Park; Cincinnati, Ohio †

Denver Game Plan 2017 Update; Denver, Colorado

Detroit Riverfront Promenade; Detroit, Michigan †

Downtown Bozeman Plan; Bozeman, Montana

Fort Wayne Riverfront Neighborhood Plan; Fort Wayne, Indiana

Franklin Park Action Plan; Boston, Massachusetts

Grand Rapids Parks & Recreation Master Plan; Grand Rapids, Michigan †

Greensboro Parks & Recreation Master Plan; Greensboro, North Carolina

Gulf State Park Master Plan and Implementation; Orange Beach, Alabama †

Hartford Parks Master Plan; Hartford, Connecticut †

High Line Canal Vision Plan and Framework Plan; Denver, Colorado

Howard County Recreation and Parks Master Plan; Howard County, Maryland †

Independence Park; Charlotte, North Carolina

Independence Square; Charlotte, North Carolina

Ithaca Common Renovation; Ithaca, New York †

Jacksonville Landing Design Competition; Jacksonville, Florida

Jacksonville Shipyard West Park; Jacksonville, Florida

Lawn on D; Boston, Massachusetts †

Massport Public Realm Initiative; Boston, Massachusetts

Mecklenburg County Park and Recreation Master Plan; Charlotte, North Carolina

Moore Square; Raleigh, North Carolina

National Harbor; National Harbor, Maryland †

Parrott Creek Child and Family Services; Oregon City, Oregon

Rollie's Farm Framework Plan; Lowell, Massachusetts

Rebuild by Design Competition; New Jersey Shore †

Sarasota Bayfront Master Plan and Implementation; Sarasota, Florida

Tom Hanafan Rivers Edge Park; Council Bluffs, Iowa †

University Place Promenade, Syracuse University; Syracuse, New York †

Upper Harbor Terminal; Minneapolis, Minnesota

Vision for the Valley Master Plan; Cleveland, Ohio

Washington University South 40 Framework Plan; St Louis, Missouri

Water Works Master Plan; Des Moines, Iowa †

Wharf Park Master Plan; Nashville, Tennessee

White River Vision Plan; Hamilton County and Indianapolis, Indiana

Wilmington Waterfront; Port of Los Angeles, California †

† Work Completed at Sasaki



SUSANNAH ROSS, ASLA
LANDSCAPE ARCHITECT
DIRECTOR

LABOR CATEGORY

Executive / Senior Level
Officials and Managers

Susannah has extensive experience managing complex urban landscape design and construction. She is passionate about the design of public open spaces in urban settings. She enjoys exploring the potential of landscape design to enrich the daily life, health and well-being of city dwellers and urban ecology, and to shape the core identity of a city. She welcomes the challenge of designing to meet a diverse set of interests in a complex physical context. Prior to joining Agency in 2019, Susannah was a Senior Associate with Sasaki, where she worked for 16 years.

EDUCATION

Harvard Graduate School of Design
Master in Landscape Architecture

Harvard University
Bachelor of Arts cum laude in Anthropology

PROFESSIONAL AFFILIATIONS

Registered Landscape Architect: CT, MA, TX

American Society of Landscape Architects

Boston Society of Landscape Architects, Awards Co-Chair

The Cultural Landscape Foundation Board of Directors, Executive Committee

SELECTED PROJECT EXPERIENCE

Burlington Great Streets Initiative - Main Street; Burlington, Vermont; 2022 - Ongoing

Agency (led by Susannah as project manager) is working with the City of Burlington and VHB, on the Great Streets Initiative for Main Street. This year, the City advancing the design for Main Street from South Union to Battery Street.

Laura K. Wheelock; Burlington Department of Public Works; 645 Pine Street, Burlington, VT 05401; [REDACTED]

Cincinnati John G. and Phyllis W. Smale Riverfront Park; Cincinnati, Ohio; 2002 - 2010 †

Sited along the banks of the Ohio River, the Smale Riverfront park is the largest of the parks defining downtown Cincinnati's waterfront. Susannah served as project landscape architect for Phases 1 and 2.

Reference: Dave Prather, Smale Riverfront Park Manager; [REDACTED]

Congress Avenue Streetscape Improvements; Austin, Texas; 2017 - 2019 †

Susannah was the project manager for a community-engaged effort to conceive of a concept design for Austin's iconic street.

David Kim Taylor; Public Works Department, City of Austin; 505 Barton Springs Road, Austin, TX 78704; [REDACTED]

D Street Streetscape; Boston, Massachusetts; 2013 - 2014 †

Working from the landscape design guidelines (led by Sasaki and Utile), project manager Susannah worked on the implementation of the iconic D Street streetscape for two new hotels.

SELECTED AWARDS

ASLA Florida Chapter, Design Award. The Sarasota Bayfront Master Plan. 2021

BSLA Merit Award in Analysis and Planning. The Sarasota Bayfront Master Plan. 2021

AIA Gulf Coast Chapter, Merit Award in Unbuilt Design. Sarasota Bayfront Park, Sarasota, Florida. 2020

Omaha By Design, Environment & Open Space Award. 2015.

American Council of Engineering Companies, Honor Award for Engineering Excellence. Tom Hanafan River's Edge Park. 2014.

National Recreation and Park Association, Park Design Award. Cincinnati John G. and Phyllis W. Smale Riverfront Park. 2013.

Amanda Burden Urban Open Space Award. Urban Land Institute, Schenley Plaza, Finalist. 2010.

AIA Central States Region. Honor Award for Master Planning and Urban Design. Tom Hanafan River's Edge Park. 2010.

U.S. General Services Administrative Design Award. Calais Land Port of Entry. 2010

International Downtown Association, Pinnacle Award, Downtown Achievement Awards. Schenley Plaza. 2009.

ASLA Certificate of Merit, 2003.

Harvard Scholarship and Agassiz Certificate of Merit, 1993.

Howard W. Davis (retired); (formerly) Massachusetts Convention Center Authority; hwdavis@comcast.net; [REDACTED]

Independence Park; Charlotte, North Carolina; 2020 - Ongoing

Independence Park, Charlotte, North Carolina's first public park, is currently undergoing a renovation planning and design process led by Agency. Susannah is the project manager for the team as it sees the project through construction.

Karen Weston-Chien; Mecklenburg County Asset and Facility Management; 3205 Freedom Drive, Suite 101, Charlotte, NC, 28208; [REDACTED]

Independence Square; Charlotte, North Carolina; 2019 - 2021

Agency (with Susannah as project manager) led a team that took a fresh look at this park in the urban center of Charlotte – how it is working today, what needs it can meet differently in the future, what capital investments are the wisest next steps and how to manage the park sustainably over the next decades.

Cheryl Myers; Charlotte Center City Partners; 200 S Tryon St Suite 1600, Charlotte, NC 28202; [REDACTED]

Ithaca Commons Redesign; Ithaca, New York; 2008 - 2016 †

Susannah, together with Gina Ford, served as the lead landscape architect and project manager for the Ithaca Commons redesign. In addition to spearheading the design effort, Susannah managed a team of engineers and landscape architects who worked together to ensure the downtown space was highly functional and could be activated throughout the year.

JoAnn Cornish (retired); (formerly) City of Ithaca; [REDACTED]

Sarasota Bay Park; Sarasota, Florida; 2018 - Ongoing

Susannah has served as the project manager for both the Sarasota Bayfront Master Plan and the multi-phase implementation of the master plan vision. Susannah is currently coordinating a complex waterfront design and leads a team of in-house planners and landscape architects and a team of sub-consultants ranging from architects to engineers.

Bill Waddill; The Bay Park Conservancy, Inc.; 655 N. Tamiami Trail, Sarasota, FL 34236; [REDACTED]

Tom Hanafan River's Edge Park; Council Bluffs, Iowa; 2012 - 2022 †

Susannah, together with Gina Ford, served as the project manager for the master plan and the multi-phase implementation of the master plan vision. The implemented park realizes the community's desire for an iconic riverfront park that also serves as an event space for regional gatherings. The work required extensive stakeholder engagement and permitting across local, state, and federal agencies including USACE.

Heather Tomasek; Go-Play Initiative; [REDACTED]

Wharf Park Master Plan; Nashville, Tennessee; 2020 - Ongoing

Susannah is managing Agency's development of a master plan for Wharf Park in coordination with the Metropolitan Board and the City of Nashville. Susannah is orchestrating a multi-disciplinary team as well as the larger communication and collaboration approach for Parks and Recreation and the City Planning office.

Tim Netsch; Metropolitan Board of Parks & Recreation; [REDACTED]

† Work completed at Sasaki



ESTELLO RAGANIT
LANDSCAPE DESIGNER

LABOR CATEGORY

Professionals

SELECTED AWARDS

Boston Society of Landscape Architects Student Merit Award, 2020, 2021

Harvard GSD University Olmsted Scholar, 2018

Harvard GSD C.V. Starr Scholarship, 2018

Harvard GSD Penny White Project Fund, 2017

Estello is a landscape designer who was born in the Philippines, grew up in Las Vegas, and has lived in the northeast for the past decade. His relationship to these vastly different landscapes has informed his deep interest in landscape architecture's role in forging links between place and memory. Prior to receiving his Masters in Landscape Architecture from Harvard Graduate School of Design in 2019, where he was the University Olmsted Scholar in 2018, Estello studied biology and minored in English (race and ethnic studies focus) at Vassar College.

EDUCATION

Harvard University Graduate School of Design
Master of Landscape Architecture

Vassar College
Bachelor of Arts in Biology, Correlate in English (Race & Ethnic Studies)

PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects

Boston Society of Landscape Architects, Emerging Professionals Co-Chair

PROJECT EXPERIENCE

Beaverton Parks and Open Space Framework Plan; Beaverton, Oregon; 2021 - Ongoing

Agency and Mayer/Reed recently started working with the partnership of City of Beaverton and Tualatin Hills Park & Recreation Division on a parks and open space framework plan for Downtown Beaverton. Estello is a project landscape designer.

Reference: Sara King; City of Beaverton; [REDACTED]

Boulevard Crossing Park; Atlanta, Georgia; 2018 - Ongoing

Agency and Perkins and Will are working with the Atlanta BeltLine Inc. and the City of Atlanta to create a design vision for Boulevard Crossing Park. Estello is a project landscape designer assisting with construction documentation.

Reference: Kevin W. Burke; Atlanta BeltLine, Inc.; 100 Peachtree Street NW, Suite 2300, Atlanta, GA 30303; [REDACTED]

Madawaska Land Port of Entry; Madawaska, Maine; 2021 - Ongoing

Agency is working with Robert Siegel Architects on the concept landscape design for the U.S. Land Port of Entry at the northernmost tip of Maine, in Madawaska. Estello is a project landscape designer assisting with design and documentation.

Reference: Robert Siegel; Robert Siegel Architects; 131 Katonah Avenue, Katonah, NY 10536; [REDACTED]

Sarasota Bay Park; Sarasota, Florida; 2018 - Ongoing

Building on a master plan for this 53-acre bayfront site, the design team is now in the process of detail design and construction of a first phase of the park. Design elements include event spaces, boardwalks, concessions and green infrastructure. Estello is assisting in the CA phase.

Reference: Bill Waddill; The Bay Park Conservancy, Inc.; 655 N. Tamiami Trail, Sarasota, FL 34236; [REDACTED]

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BETTINA ZIMNY, AICP/PP
DIRECTOR OF PLANNING

Bettina has over 30 years of experience in multimodal transportation planning and facilities design, land use planning, public outreach, environmental assessments and site development projects. She oversees corporate planning efforts throughout east coast NV5 offices. Bettina has prepared greenway master plans transit access studies, downtown revitalization plans, traffic calming analyses, pedestrian/ bicycle studies and corridor-wide “complete streets” plans, and has focused on development of multimodal transportation solutions for communities. She served as Project Manager and primary author of the award-winning NJ Statewide Bicycle/ Pedestrian Master Plan and guidelines, and as Project Manager for the NYS&W Bicycle & Pedestrian Path, currently under construction. She is also the Project Manager for on-call local planning assistance contracts with NJ TRANSIT and NJDOT.

EDUCATION

Ramapo College of NJ
BS, Human Ecology/Environmental Science

Massachusetts Institute of Technology, Department of Urban Studies
Graduate Studies

REGISTRATION

Licensed Planner, NJ

American Institute of Certified Planners

PROFESSIONAL AFFILIATIONS

American Planning Association, NJ Chapter APA

Association of Pedestrian and Bicycle Professionals

PROJECT EXPERIENCE

NYS&W Bicycle & Pedestrian Shared Use Path; Morris & Passaic Counties, NJ; 2018-2022

Project Manager for all phases of the planning, design and engineering for this five mile railtrail corridor encompassing two counties and multiple municipalities, Feasibility, Conceptual Design, Preliminary Engineering Plans, and Final Construction documents featured cultural, historic and environmental design solutions embraced by the local communities.

Reference: Chris Vitz, PE, Morris County, PO Box 900, Court St, Morristown, NJ 07963, 9 [REDACTED]

Northern Valley Greenway Technical Planning Assistance; 2018-2019

Technical Director/QAQC overseeing provision of planning, engineering, and landscape architectural services to assess the feasibility of a potential 7.4-mile rail-trail conversion encompassing multiple municipalities. GIS analysis, field observation, and visioning exercises resulted in a plan that identifies opportunities and constraints to inform future design development and funding efforts.

Reference: Elise Bremer-Nei, AICP/PP, NJDOT, 135 Parkway Ave, Trenton, NJ 08625, [REDACTED]

CERTIFICATIONS/ TRAINING

Safe Routes to School
Institute, National Ctr for
Bicycling and Walking

Context Sensitive Design
Training, NJDOT

Sustainable School Design, NJ
Office of State Planning

National Transit Institute,
Transit-Friendly Land Use
Rutgers Univ, NJ

Environmental Justice Training,
FHWA

SELECTED AWARDS

Lifetime Achievement Award,
Association of Pedestrian and
Bicycle Professionals

New Jersey Planning Officials
Individual Achievement Award

NJAPA Planning Education
Award

Delaware River Heritage Trail, Concept Development, Final Scope Development and Final Design; 2011-2013

Project Manager, served to advance the Trail project from visioning and concept development through Final Scope Development, Preliminary and Final Engineering. This multi-use trail along the Delaware River comprises over 40 miles through 17 communities in Burlington and Mercer Counties. Provided design solutions to improve bicycle/pedestrian access and safety and emphasized local heritage and culture.

Reference: Matt Johnson, Burlington Co., 49 Rancocas Rd, Mt. Holly, NJ 08060, 856-642-3850

Transit-Friendly Planning On-Call Assistance; 2019-2023

Serves as Project Manager for this 5-year on-call task order agreement providing oversight and technical assistance to NJ TRANSIT'S Transit-Friendly Planning Program managers and staff. Role includes oversight of a multi-disciplinary team of subconsultant specialists for assignments that have ranged from update of the Statewide TFP Program and TFP Handbook, TOD financial analysis, policy and implementation documents, stakeholder focus groups and interviews, station area local planning studies, and design guidance for rail station access and circulation projects for a range of urban, suburban and rural locations.

Reference: Megan Massey, NJ TRANSIT, 1 Penn Plaza E., Newark, NJ 07105, [REDACTED]

Bicycle/Pedestrian On-Call Planning & Design Assistance; 2001-2022

Project Manager for multiple NJDOT on-call term contracts, involving design project reviews, field investigations, scoping assistance, local planning assistance, community outreach, Complete Streets workshops, safety action plans and integration of context sensitive design, flexible design and new AASHTO and NACTO standards.

Reference: Elise Bremer-Nei, AICP/PP, NJDOT, 135 Parkway Ave, Trenton, NJ 08625, [REDACTED]

Statewide Bicycle/Pedestrian Master Plan Update; 2015-2016

Project Manager for NV5 as part of a collaboration with NJDOT for the update of the NJ Statewide Bicycle/Pedestrian Master Plan. Coordinated multidiscipline outreach activities and provided oversight for the Technical Advisory Committee and Project Management Team. Participated in the development of a project website, visioning, goals and implementation elements, and master plan documents.

Reference: Elise Bremer-Nei, AICP/PP, NJDOT, 135 Parkway Ave, Trenton, NJ 08625, [REDACTED]

Morris Canal Greenway Plan; 2013-2014

Principal-In-Charge providing oversight and QAQC for the routing of a greenway that follows the alignment of the 6-mile historic Morris Canal and for the development of design guidelines for the proposed on- and off-street bicycle and pedestrian facility.

Reference: Lois Goldman, NJTPA, One Newark Ctr, 17 Fl., Newark, NJ 07102, [REDACTED]



JACKSON WANDRES,
RLA, WEDG
DIRECTOR OF LANDSCAPE
ARCHITECTURE

Jackson has 37 years of professional experience planning and designing public open space and Greenway Trails in New York City and other cities across the Northeast. Completed projects span a broad spectrum including: waterfront parks and esplanades, plazas and streetscapes; courtyards and gardens; neighborhood parks and playgrounds; academic and commercial campuses; cultural institutions; schools; sports facilities; multi-use ‘greenway’ trails and bicycle paths; ‘complete’ streets, and both ecological and historic preservation plans and projects.

Prior to joining NV5 in 1999 (was then The RBA Group), Jackson worked for the New York City Department of City Planning (96-99), and the New York City Department of Parks and Recreation (88-96), giving him a well-rounded background in both public and private sector project development and administration, including: project scoping and programming; conceptual through final design; preparation of contract documents, contract negotiation and administration; inter-agency coordination and permit approvals; construction supervision; community outreach and stakeholder engagement.

EDUCATION

City College of New York
Master of Urban Planning

City College of New York
B.S., Landscape Architecture

PROFESSIONAL AFFILIATIONS

Registered Landscape Architect: NY, NC, GA

Waterfront Edge Design Guidelines (WEDG) Certified

American Society of Landscape Architects

Waterfront Alliance

Citizens Climate Action Lobby

Association of Pedestrian & Bicycle Professionals

League of American Bicyclists

PROJECT EXPERIENCE

Rockaway Parks Conceptual Plan; Queens, NY; 2013 - 2014

Principal-in-Charge for master planning, landscape architectural conceptual design and production of illustrative designs and itemized construction cost estimates for 10 priority parks across the peninsula. Projects included active and passive recreational facilities inland and on the shoreline. The plan also included recommendations for storm resiliency improvements and habitat preservation,

restoration and nature trails all along Jamaica Bay. 10 Workshops were conducted as part of the Community Outreach component of the project.

Reference: Ms. Alyssa Cobb Konon, Dep Commisioner, NYCDPR, 1234 5th Ave, New York, NY 10029, 212-360-3402

Rockaway Boardwalk Reconstruction; Queens, NY; 2013 - 2017

Principal-in-Charge for the landscape architectural design component of NV5's role in this large complex project stretching 5 miles from Beach 20th Street to Beach 126th Street and costing over \$300 million dollars. Responsible for all client and team coordination, as well as landscape architecture and civil engineering coordination on the job. Jackson directed the detailing of the landscape treatment throughout as well as the design and detailing of all boardwalk access points, including steps and ramps at approximately 40 individual locations.

Reference: Kathryn Prybylski, PE, PM, NYCEDC, 1 Liberty Plaza, New York, NY 10006, 212-619-5000

Roberto Clemente State Park Term Agreement; Bronx, NY; 2006 - 2021

Principal-in-Charge for three consecutive five-year term agreements, beginning back in 2007 for multi-design services for New York State Office of Parks Recreation and Historic Preservation (OPRHP) – New York City Region. NV5 planned, designed, prepared construction documents for, and oversaw construction of over one hundred million dollars worth of capital reconstruction at Roberto Clemente State Park, located on the east bank of the Harlem River in the Fordham section of the Bronx.

Reference: Stephen McCorkell, RLA, 625 Broadway, Albany, NY 12207, 518-474-1352

Bronx River Greenway/Starlight Park - Phases 1 & 2; Bronx, NY; 2006 - Present

Principal Landscape Architect for a new 30-acre, \$55 million park spanning both sides of the Bronx River from Westchester to East Tremont Avenues in the Bronx. The project comprises new recreational facilities and a continuous mile-long greenway trail - an important piece of the Bronx River Greenway, a 26-mile pedestrian/ bicycle trail from the Kensico Dam to the East River. The multi-agency project is being completed in two phases:

Phase 1 completed in 2012 for NYSDOT Region 11 and NYCDPR at a cost of \$17 million dollars resulted in: cleanup of the site and mitigation of invasive species and contaminated soils; construction of a critical missing connection in the Bronx River Greenway trail; restoration of the riparian habitat along the river; new boating access to the river via canoe and kayak launches and vehicular boat ramp; a new pedestrian/bicycle bridge over the river; and construction of the Starlight Park recreational complex which included playgrounds, synthetic turf multi-sport athletic field, basketball court and picnic facilities on the site of a former coal gasification plant. (2006-2013)

Phase 2 completed for NYCDDC and NYCDPR at a cost of more than \$35 million completes the 16-foot-wide multi-use path and adjacent landscape bordering the river and built three new bicycle/pedestrian bridges – one over Amtrak and two over the Bronx River. (2017-Present)

Reference: Ellen Macnow, Spec. Proj., NYC Parks, 1234 5th Ave, New York, NY 10029, 718-760-6777



DREW MARKEWICZ, PE
PRINCIPAL IN CHARGE OF
PROJECT MANAGEMENT,
HIGHWAYS, AND UTILITIES

Drew has extensive preliminary and final design experience relating to multi-disciplined transportation projects. Drew is responsible for oversight of the firm's highway/utility projects. He also serves as the Project Manager and QA/QC Manager on NV5's large multidisciplined projects. In the project management capacity, he is responsible for the civil, structural, traffic, hydraulic, utility, bicycle/pedestrian facilities and environmental permitting coordination on transportation projects, varying in size up to \$35 million.

EDUCATION

New Jersey Institute of Technology
B.S., Civil Engineering

George Washington University
Masters Certificate, Project Management

PROFESSIONAL AFFILIATIONS

Professional Engineer, NJ (1990)

Project Management Professional (PMP), Project Management Institute

Certified Quality Improvement Associate (CQIA), American Society Quality

American Society of Quality Control (ASQC)

Project Management Institute (PMI)

Transportation Research Board (TRB) Executive Committee, Committee on Utilities, 2010 - 2012

ASCE - Utility Engineering & Surveying Institute (USEI), Executive Committee Member

PROJECT EXPERIENCE

NJDOT Route 35 Restoration MP 4 to 9 (Emergency Contract - Sandy Restoration); Ocean County, NJ; 2012 - 2018

Project Manager for Preliminary and Final Design for the reconstruction/restoration of this section Route 35. Responsible for work coordination, project schedules and budgets, scope and QA/QC management, and supervision of all design and construction services project tasks. Project included highway (geometrics), structure, ROW engineering, access design, utility relocations, and extensive studies and designs of pavements, drainage (including SWM of Tidal Waters), water quality, traffic signal and safety engineering, and structural deck repairs to the Whale Creek structure. Project included preparation of CED in accordance with FHWA/NEPA process and preparation of necessary environmental permits (Army Corp, Waterfront Development, TWA, & CAFRA). Extensive utilities were present within the project limits, requiring verification, relocation and agreement preparation in accordance with the Utility Accommodation Policy and NJDOT's Utility Delivery Process Network. A major emphasis for this corridor was to establish a "Gateway" to the shore community; therefore, design elements associated with streetscape, alternative pavement treatments, innovative outfall treatments, sidewalk surface treatments, signing and lighting have been given high priority. The recreational characteristics of

the corridor are a major seasonal draw for bike/pedestrian users, which required the design to be multi-modal compatible. Ten (10) miles of dedicated bike lanes were designed along with 15 miles of sidewalk improvements, including individual designs for over 700 ADA accessible curb ramps. Traffic calming elements included high visibility "textures" crosswalks and use of 10-foot travel lanes. Parking and access issues are abundant throughout the corridor and required innovative solutions to meet the requirements of all stakeholders.

Reference: Charles Henry, 1035 Parkway Avenue, Trenton, NJ 08625, 609-963-1011

Sunset Boulevard (CR 606) Bicycle/Pedestrian and Roadway Improvements; Cape May County, NJ; 2019 - Present

Project Manager for engineering services that involved conceptual studies and a preliminary plan development for pedestrian and bicycle accommodations, pavement and drainage/stormwater improvements, access, and roadway improvements along Sunset Boulevard (CR 606) for a total distance of approximately 2.2 miles. The conceptual studies included establishing/verifying existing right of way, pavement condition assessment, geotechnical studies, pedestrian/ bicycle accommodation assessment, drainage assessment, crash analysis and environmental permitting review. Preliminary engineering services performed by NV5 include, but are not limited to, development of typical sections, plans, environmental impact analysis, permitting review, utility and right of way coordination.

Reference: Robert Church, PE, 4 Moore Rd, Cape May Court House, NJ 08210, [REDACTED]

NJ Turnpike Authority - Secaucus Interchange, Hudson County, NJ; 2000 - 2004

Deputy Project Manager, QA/QC Manager and Utility Task Leader responsible for alternative/toll plaza siting investigations and preparation of Phase A/B final design documents for the construction of a new interchange along the NJ Turnpike (Easterly Spur) between Interchanges 15E and 16E in the Town of Secaucus and Jersey City, Hudson County. This project involved highway and structure design for a full access interchange between the NJ Turnpike and Seaview Drive with the potential for future easterly connections (Bergen Arches). Responsible for investigation and evaluation of utility services to the proposed Interchange Toll Plaza, utility rearrangement work included the relocation of a 26 KV underground electrical circuit and the multi-million dollar replacement of 4 high tower 230 KV transmission towers. Construction cost \$15M.

Ref: John Keller, PE, NJTA, 1 Turnpike Plz, Woodbridge, NJ 07095, 732-[REDACTED]

NJ Turnpike Authority - Seaview Drive Extension, Hudson County, NJ; 2001 - 2006

Deputy Project Manager, QA/QC Manager and Utility Task Leader for the Seaview Dr. Ext./JCWW water main relocation component of the Secaucus Interchange. Project involved preparation of contract plans and documents for two construction contracts (\$30M).

Ref: John Keller, PE, NJTA, 1 Turnpike Plz, Woodbridge, NJ 07095, [REDACTED]



MATT LUDWIG, PE, AICP, WEDG
 ACTIVE TRANSPORTATION
 PLANNER + SENIOR
 ENGINEER

Matt is a licensed civil engineer and certified planner with extensive experience in a wide variety of transportation projects with specialized expertise in the planning, design, and management of multimodal facilities. He currently coordinates multi-discipline teams and leads permitting, interagency coordination, and all phases of planning and design. As an engineer and planner, Matt strives to create balanced and equitable thoroughfares that are safe, cost-effective, easy to maintain, and enjoyable to use. Matt has experience working with a variety of clients including state DOTs, MPOs, municipalities, and universities and is well acquainted with AASHTO, NACTO, and FHWA bicycle, pedestrian, and complete street design applications. He is also a certified WEDG (Waterfront Edge Design Guidelines) Associate who takes sea level rise and coastal resilience into account during the planning and design stages.

EDUCATION

Iowa State University
 B.S., Civil Engineering

PROFESSIONAL AFFILIATIONS

- Professional Engineer: NJ, PA
- American Institute of Certified Planners # 027975
- Waterfront Edge Design Guidelines (WEDG) Certified Associate
- Association of Pedestrian and Bicycle Professionals
- American Planning Association, Pennsylvania Chapter, Southeast Section
- East Coast Greenway, Pennsylvania Committee
- Camden, NJ Waterfront Edge Design Guidelines (WEDG) Advisory Committee
- League of American Bicyclists

PROJECT EXPERIENCE

Camden County Link Trail; Camden County, NJ; 2019 - Present

Project manager for this signature project which involves the preliminary and final design and permitting of approximately 20 miles of shared use trail across Camden County, in what will be the centerpiece of the county’s active transportation network. The trail will connect Camden County residents to the Delaware and Cooper River corridors, as well as numerous other open spaces, multiple business districts, and a wide variety of neighborhoods. NV5 is employing a phased approach to complete bid packages in order to compete for state and federal funding, and to complete the project as efficiently and quickly as possible. Coordination with NJDEP and NJDOT is ongoing. Prior to the design phase, led the coordination for the project’s feasibility study and master plan, completed in 2017.

Reference: Jack Sworaski, 1301 Park Boulevard, Cherry Hill, NJ 08022, [REDACTED]
 [REDACTED]

Delaware River Trail - Final Design; Philadelphia, PA; 2016 - 2022

Civil engineering and public outreach task leads for the final design of the proposed trail along the Central Delaware Riverfront. The 3.5 mile trail is divided into three phases, two portions of which are located directly on the shoreline, separated in the middle by a section of trail recently built along busy Columbus Boulevard as an urban separated side-path. The design of the project includes solar powered trail lighting, Dutch-style bicycle parking, and benches and site furnishings made from recycled materials. Most of the trail corridor features separated pedestrian and bicycle paths. Coordinated with PennDOT and the Philadelphia Streets Department on the approval of several innovative design treatments for this first-of-its-kind trail in Pennsylvania.

Reference: Lizzie Woods, 121 N. Columbus Boulevard, Philadelphia, PA19106, [REDACTED]

D&R Canal Path/Delaware River Heritage Trail Connector; Trenton, NJ; 2016 - 2022

Project manager for a feasibility study and concept plan to develop a bicycle route between the D&R Canal towpath in downtown Trenton to the Delaware River Heritage Trail in Hamilton Township. A series of on- and off-street bicycle facilities will be required to close the gap through the downtown and South Trenton neighborhoods. Public engagement activities included outreach to both the active cycling community and South Trenton neighborhood residents. Public meeting boards were designed to allow the two distinct groups vote on project preferences. Matt also led coordination with NJDOT on modifications to the Route 29 corridor, including the design of a new multi-use path within NJDOT ROW. NV5 just recently completed the design phase of one segment of the project, which is utilizing ARPA funding and will feature Trenton's first protected intersection.

Reference: Linda Mead, One Preservation Place, Princeton, NJ 08540, [REDACTED]

Riverfront North Master Plan; Philadelphia, PA; 2019 - 2021

Riverfront North Partnership manages the nine miles of riverfront greenway and trail along the Delaware River in Northeast Philadelphia. Project manager for this effort, which updated the organization's 2005 master plan and developed RNP's capital improvements plan for the next 20 years. Led coordination with multiple city agencies and stakeholders as NV5 examined potential open space acquisitions, land use scenarios, development pressures, and activation strategies. Also coordinated with PennDOT's I-95 Portfolio Manager, as many of current and future I-95 reconstruction efforts will directly impact neighborhood connections to the greenway.

Reference: Stephanie Phillips, 3460 N. Delaware Avenue, Suite 306, Philadelphia, PA, [REDACTED]

Kensington & Tacony (K&T) Trail - Phase 2; Philadelphia, PA; 2016 - 2020

NV5 was prime consultant for the Kensington & Tacony Trail (K&T) Phase 2 located along the Delaware River. This 0.6 mile long trail crosses through several industrial properties before ending at the Princeton Avenue. Lead design engineer for the trail and was actively involved in all aspects of the project including survey, site/civil engineering, structural engineering, signage and pavement markings, and coordination with various agencies and organizations including Philadelphia Streets Department and PennDOT.

Reference: Stephanie Phillips, 3460 N. Delaware Avenue, Suite 306, Philadelphia, PA, [REDACTED]



**ANDREW M.
MULDOWNEY, PE**
SENIOR PROJECT ENGINEER

Andy has over 30 years of experience in highway and traffic engineering, including several years at NJDOT. Andy is responsible for oversight of numerous multi-disciplined projects.

EDUCATION

New Jersey Institute of Technology
B.S., Civil Engineering

PROFESSIONAL AFFILIATIONS

Professional Engineer (1991), NJ, PA, MD

PROJECT EXPERIENCE

NJDOT ADA North Contract 5; Multiple Municipalities, Bergen County, NJ; 2015 - 2022

Project Manager responsible for Preliminary Engineering (PE), Final Design (FD) and Construction Support Services (CSS). The project involved the upgrading of pedestrian facilities along Route 17 between MP 8.70 and MP 17.1 (40 separate locations). Key project elements included: environmental permitting; design of 118 new curb ramps; 5,500 linear feet of new or replaced sidewalk; traffic signal upgrades at 5 intersections; ROW documents.

Reference: Nina Chivulescu, 1035 Parkway Ave, Trenton, NJ 08625, NJ, 609- [REDACTED]

NJDOT Route 206 and Route 24/CR 513; Chester Borough, Morris County, NJ; 2000 - 2001

Project Manager/ Highway Task Leader responsible for Preliminary Engineering (PE), Final Design (FD) and Construction Support Services (CSS). The project involved reconstruction of the Route 206 and CR 513 intersection to add left-turn lanes on Route 206. Key project elements included: roadway reconstruction and widening; 2 traffic signals; Retaining walls; Pedestrian / ADA facilities; ROW acquisition; utility relocations; access revisions; jurisdictional agreements; stormwater management facilities; drainage improvements; highway lighting; hazardous waste remediation; environmental permitting.

Reference: George Worth, 1035 Parkway Ave, Trenton, NJ 08625, NJ, [REDACTED]

NYS&W Bicycle and Pedestrian Shared Use Path; Township of Pequannock, Morris County NJ; 2018 - 2022

Highway Design Team Leader responsible for development of Final Contract Plans and Documents for the construction of a 5-mile shared use path on an abandoned rail bed. The project involved 1 new at-grade railroad crossing, 8 public street crossings, 1600' of elevated trail (boardwalk), and a retrofit of an existing 300' long railroad bridge to accommodate the trail.

Reference: Chris Vitz, PE, PO Box 900, Court St, Morristown, NJ 07963, [REDACTED]

NJ Turnpike Authority - NJ Turnpike Interchange 13 Improvements; Elizabeth, Union County, NJ; 2012 - 2015

Highway Design Team Leader responsible for preliminary design, engineering reports, and alternative analysis for interchange improvements to address

existing/future operational, safety and congestion concerns. Project need was driven by the replacement of the existing 4-lane Goethals Bridge with a new 6-lane structure. Key project elements included: traffic data collection and analysis; traffic modelling; environmental studies; development of conceptual alternatives.

Reference: Lisa Navarro, PE, 1 Turnpike Plz, Woodbridge, NJ 07095, [REDACTED]
[REDACTED]

NJ Turnpike Authority - Seaview Drive Extension; Hudson County, NJ; 2002 - 2006

Deputy Project Manager/Project Engineer for the extension of Seaview Drive, which connected NJ Turnpike Interchange 15X with NJ Transit's Transfer Station, New County Road, Seaview Drive and ultimately Meadowlands Pkwy to the west. Project included retaining walls, precast concrete arch bridge, soil surcharging, high-tension tower relocations, utility relocations, environmental permits/soil remediation, roadway and bridge drainage, 2 traffic signals/highway lighting, ROW plans, and construction staging/MPT.

Reference: Lisa Navarro, PE, 1 Turnpike Plz, Woodbridge, NJ 07095, [REDACTED]
[REDACTED]

NJ Turnpike Authority - Garden State Parkway Widening, MP 75-80.8; Ocean County, NJ; 2005 - 2011

Project Manager/ Highway Task Leader responsible for Preliminary Engineering, Final Design and Construction Support Services (CSS). The project involved the widening of the Parkway, from 2 to 3 lanes per direction. Key project elements included: roadway reconstruction and widening; overnight detour of entire Parkway; 8 new bridges; 17 overhead sign structures; retaining walls; ROW acquisition; utility relocations; jurisdictional agreements; stormwater management facilities; drainage improvements; highway lighting; environmental permitting, and cost estimates.

Reference: Lamis Malak, PE, 1 Turnpike Plz, Woodbridge, NJ 07095, [REDACTED]
[REDACTED]

NJ Turnpike Authority - Garden State Parkway Interchange 105; Monmouth County, NJ; 2012 - 2020

Deputy Project Manager/Roadway Task Leader for concept design, preliminary engineering, final design and construction support services. Project involved reconstruction of GSP Interchange 105 including a new exit ramp and extensive improvements to the intersection of Route 36/Hope Road and the GSP Entrance/Exit Ramps.

Reference: Lamis Malak, PE, 1 Turnpike Plz, Woodbridge, NJ 07095, [REDACTED]
[REDACTED]

NJDOT Route 1 over Route 1B Northbound; Lawrence Township, Mercer County, NJ; 2016 - 2022

Project Manager/ Highway Task Leader responsible for Final Design (FD) and Construction Support Services (CSS). The project involved the replacement of the existing bridge deck and parapets (115' single span) on the Route 1 bridge over Route 1B NB. Key project elements included: Bridge deck replacement; guide rail upgrades; project located within D&R Canal Historic District; complex staging to maintain all lanes during construction; environmental permitting.

Reference: Yogesh Bhavsar 1035 Parkway Ave, Trenton, NJ 08625, NJ, [REDACTED]
[REDACTED]



JASON SALMON, PE
SUPERVISING ENGINEER

Jason has over 24 years of experience in construction and transportation/ infrastructure engineering experience. He has performed structural design services on a variety of transportation and municipal infrastructure projects. Jason also has extensive experience in design and analysis of various types and sizes of utility and traffic signal structures. Design experience projects completed in reinforced and prestressed concrete, steel, and timbers.

EDUCATION

Norwich University
Master of Civil Engineering

Virginia Tech
BS, Civil Engineering

Virginia Tech
BS, Building Construction

REGISTRATIONS

Professional Engineer, NJ

PROJECT EXPERIENCE

NYS&W Bicycle and Pedestrian Path; 2010-2017

As part of the development of a rails-to-trail type pedestrian path along a corridor approximately six miles long, performed inspection of existing structures and prepared preliminary and final design plans for various structures along the path. Structures include boardwalk over environmentally sensitive areas as well as conversion of a railroad bridge to pedestrian/bicyclist use where the path crosses the Pompton River at the border of Morris and Passaic Counties.

Reference: Christopher Vitz, Morris County, PO Box 900, Morristown, NJ 07963; [REDACTED]

George Washington Bridge Bike Study; 2013

Prepared conceptual designs, construction durations, and costs estimates for a variety of ramp structures to improve bicycle and pedestrian travel across the George Washington Bridge. This work was done for the Port Authority of NY & NJ as part of a study to facilitate access across the bridge during the suspender cable replacement project and ultimately improve upon the access as it currently exists.

Reference: John Connelly, PE, 4 WTC, 150 Greenwich St, 22nd Fl, New York, NY 10007 [REDACTED]

Delaware River Heritage Trail; 2008

Assisted with the design of the connections for the timber structures and performed various design checking duties for this 10.5-mile pedestrian and bicycle path over the Delaware River.

Reference: Matt Johnson, 49 Rancocas Rd, Mt. Holly, NJ 08060, [REDACTED]

Alexander Road over the Delaware & Raritan Canal; 2017-2022

Performing Final Design Activities for this bridge that spans the canal. The

CERTIFICATIONS/ TRAINING

Design of Straight & Curved
Girder Steel Bridges using
LRFD Bridge Design Specs
–2007, 4th Ed Hwy Bridge Svcs
(2008)

FHWA Bridge Inspection
Refresher Training Course
(2008)

Accel. Steel Solutions for Port
& Infrast. Constr., Skyline Steel
(2011)

Planning, Design &
Implementation of Bridge
Solutions in Eng. & Arch.
Projects, Contech Engineered
Sol. (2012)

Subsurface Utility Eng.
Inframap (2012)

Bridge Inspector Safety
Course, American Assoc. of
Highway Engineers, North-
Central NJ Section (2013)

Basic Course on Bridge Safety
Inspection, PennDOT (2014)

Crane Sizing for ABC Bridges,
Center for Accelerated Bridge
Construction at Florida
International University (2014)

Ultra High Performance
Concrete (UHPC) – NJDOT/
Posillico (2018)

Delaware & Raritan Canal acts as storage for the New Jersey Water Supply Authority and is a contributing resource to the historic district, as such this bridge replacement project involves numerous stakeholders. NJDOT awarded NV5 final design for this project in order to complete the project concurrently with a nearby County project. In order to minimize traveler impacts within this corridor NJDOT's intent is to complete the NJDOT project under the same road closure the County had already developed and advanced. To this end, this project is being advanced on an accelerated design schedule and incorporates use of Accelerated Bridge Construction Techniques. The replacement structure includes historically consistent aesthetic treatments such as timber facades for the wingwalls and abutment walls and timber sidewalks.

Reference: Amy Kennard, NJDOT, 1035 Parkway Ave., Trenton, NJ 08625, [REDACTED]

Camden County LINK Trail; 2018-2022

Design and plan development for a 33 mile shared use path that will serve as “backbone”, providing interconnectivity of multiple trail networks throughout the County. Work includes alignment, profile, structural design for a number of high visibility bridge structures, retaining wall design, elevated boardwalk design through environmentally sensitive areas, and evaluation and preparation of environmental permits.

Reference: Jack Sworaski, Camden County, 1301 Park Blvd, Cherry Hill, NJ 08002, [REDACTED]

Concept Development for Bridges spanning Delaware & Raritan Canal - Alexander Rd, Princeton and West Windsor; Main Street, S. Bound Brook; Landing Ln, New Brunswick City; and Chapel Drive, Franklin; 2017-2021

These four historically sensitive bridges have been labeled structurally deficient. This study includes a context sensitive assessment and comparison of the rehabilitation and replacement alternatives for each site. Efforts include preliminary design, concept development, construction cost estimating, development of preliminary construction schedule to arrive at a Preliminary Preferred Alternative (PPA). Project has required extensive coordination with the Delaware and Raritan Parks Commission, the New Jersey Historic Preservation Office, New Jersey Water Supply Authority, and Local Municipalities.

Reference: Amy Kennard, NJDOT, 1035 Parkway Ave., Trenton, NJ 08625, [REDACTED]

Barnegat Bridge - East Bay Avenue over Double Creek, Barnegat Township, NJ; 2013-2016

This project included the demolition and replacement of the timber bridge carrying two alternating lanes of East Bay Avenue and an adjacent pedestrian bridge structure over Double Creek. The existing 9 spans of the bridge structure were located on a crest vertical curve with utility crossings mounted on either side of the bridge as well as overhead lines. The final configuration reduced the original number of spans from 9 to 3 and provided a much larger channel width while maintaining the same vertical clearance that was present in the existing navigable channel. The minimal clearance that existed on this bridge along with a sanitary sewer force main that runs along the outside of the north fascia girder required site-specific mountings for the center channel navigation lights. Construction was completed and the bridge opened to traffic in June of 2016. (2013-2016) 2017 American Council of Engineering Companies Honor Award (Runner-Up for Grand Honor Award).

Reference: Lukasz Praski, PE, Ocean County, 129 Hooper Avenue, Toms River, NJ 08754, [REDACTED]



JAMES BRAZEL
 DIRECTOR OF
 ENVIRONMENTAL SERVICES

Jim, with 38 years of experience in environmental planning and permitting, is responsible for the coordination and management of all environmental and golf related projects. In addition to his project management responsibilities his areas of expertise include: freshwater wetland delineation and permitting; flood hazard area (submittals include all technical and environmental planning associated with permitting process); sewer extension and NJPDES applications; stormwater management studies; endangered species reconnaissance; soil erosion and sediment control planning; environmental assessment studies (NEPA, E.O. 215); environmental impact studies; hazardous materials screenings; environmental constraints planning; permitting for local, state, and federal agencies; and expert testimony.

EDUCATION

Rutgers University
 B.S., Biology

PROJECT EXPERIENCE

NYS&W Corridor Trail - Trail Project; Pequannock & Wayne, NJ; 2018 - 2022

Served as Environmental Project Manager for a multi-disciplined design project to plan a multipurpose, recreation path along a five-mile abandoned rail corridor spanning two counties and three municipalities. Supervised all environmental disciplines including wetland delineation, T&E Species Studies, Cultural Resource Studies, Hazardous Waste Studies and Remediation and the preparation of environmental permits including NJDEP Individual Wetland Permit, Flood Hazard Area Permits and the preparation of NEPA Environmental Documentation.

Reference: Chris Vitz, PE, PO Box 900, Court St, Morristown, NJ 07963, [REDACTED]

NJDOT Portway Project/New Road; Essex & Hudson Counties, NJ; 2012 - 2022

In accordance with NJDOT Procedure Manual and NJDOT Capital Project Delivery Process and pertinent state and federal regulations, responsible for preparing the Technical Environmental Studies (TES) including air, noise, hazardous waste, ecology, wetland delineation, socioeconomic/land use, environmental justice, cultural resources- historic architecture and archeology (SHPO coordination and experience with Secretary of Interior Standards for Rehabilitation), and Section 4(f) in support of a NEPA Environmental Assessment (EA) Document and a NJDEP EO-215 Environmental Impact Statement(EIS). Responsible for preparation of environmental permit applications for NJDEP Flood Hazard Area, USACOE Section 404, wetland and riparian corridor mitigation and other State and Federal environmental regulations and agencies.

Reference: Nirmin Nasef, 1035 Parkway Avenue, Trenton, NJ 08625, [REDACTED]

Camden County Link Trail; Camden County, NJ; 2019 - 2022

Environmental Task Leader for this project which involves the preliminary

and final design and permitting of approximately 20 miles of shared use trail across Camden County. The trail will traverse the full urban, suburban, and rural transect of the county, and will offer residents a recreational asset and commuting alternative. The trail will connect Camden County residents to the Delaware and Cooper River corridors, as well as numerous other open spaces, multiple business districts, and a wide variety of neighborhoods. Environmental Services include ecological and T&E surveys, wetland delineation, cultural resources and hazardous waste surveys and the completion of a NEPA Categorical Exclusion Document, coordination with NJDEP and NJDOT and environmental permitting through NJDEP and NJ Pinelands Commission.

Reference: Jack Sworaski, 1301 Park Boulevard, Cherry Hill, NJ 08022, [REDACTED]
[REDACTED]

NJDOT Multi-Discipline Multi-Year Environmental Term Agreements; Statewide, NJ; 2000 - 2008; 2011 - 2018; 2020 - 2022

Project Manager for various environmental tasks under a 3-year task order contract (our fifth consecutive environmental NJDOT term contract). As PM, overseeing preparation of various environmental studies of road and bridge improvements throughout NJ, involving NEPA compliance.

Reference: Elkins Green, 1035 Parkway Ave, Trenton, NJ, 08625, [REDACTED]

NJTA Facilities Improvement Program, GSP South Maintenance Districts; Southern NJ; 2013 - 2019

As Environmental Project Manager for five of these facilities and Environmental Program Manager for all 20 sites in the program, responsible for managing development of environmental studies, documentation and permits including USACOE 404 Permits, CAFRA Permits, D&R Canal Approval, Pinelands Permits, Hazardous Materials Studies, SHPO Coordination and EO-215 Documents.

Reference: John Keller, PE, 1 Turnpike Plz, Woodbridge, NJ 07095, [REDACTED]

NJDOT Glimmer Glass Bridge Replacement; Monmouth County, NJ; 2015 - 2020

Project Manager for preparation of a NEPA Environmental Assessment (EA) and an extensive community outreach program for the replacement of one of the most historic bridges in the State of NJ. Assisted in the preparation/ review of the Alternatives Analysis, Purpose and Need, Technical Environmental Studies including air quality, ecology, hazardous waste, noise, socioeconomic and land use, environmental justice analysis, cultural resources (SHPO coordination/Sect 106 and standards for rehabilitation) and a NEPA Environmental Assessment (EA) along with the preparation of meeting materials, community flyers/ letters and PowerPoint presentation for NJDOT and Historic Sites Council.

Reference: Denis Walsh, PE, 1 E. Main St, Freehold, NJ, 07728, [REDACTED]
[REDACTED]

Garden State Parkway (GSP) Interchange 105 Improvements; Monmouth County, NJ; 2011 - 2020

Environmental Task Leader for preliminary and final design including preparation of environmental reports, alternative analysis, NJDEP EO 215 and NJDEP permits for construction of a new SB exit ramp to Wayside Rd/Route 18, new NB auxiliary lane to Exit 105, and reconfiguration/ widening/ signalization improvement to Hope Rd and Route 36. Permits included NJDEP FHA Permit, Freshwater Wetland Individual Permit, and Hazardous Waste Investigation, NJ Reforestation Approval, SHPO approval and SCD certification.

Reference: Maynard Abuan, PE, 1 Turnpike Plz, Woodbridge, NJ 07095, [REDACTED]
[REDACTED]



**BRIAN STANKUS, PE,
PTOE**
PRINCIPAL TRAFFIC
ENGINEER

Brian has over 28 years of experience as a traffic engineer, specializing in the areas of traffic safety engineering, traffic impact studies/analysis, data collection and traffic engineering/operational analysis, crash analysis, alternatives analysis and concept plan development, signing and striping design, traffic signal design including layout, electrical and timing plans, MPT/traffic control plans, parking lot layout and circulation, travel simulation modeling/trip assignment, and traffic engineering reviews for development applications on behalf of land use boards in the State of New Jersey.

He has performed traffic consulting work on behalf of multiple NJ counties; public agencies including NJDOT, NJTA and PANYNJ; and regional planning organizations including NJTPA, DVRPC and SJTPO, in addition to numerous municipalities and private sector clients. He is well-versed in MUTCD and NJDOT Design Standards, and has experience utilizing the current MUTCD and the HCM/HCS and Synchro traffic analysis applications

EDUCATION

Norwich University, Northfield, VT
BS, Civil Engineering

REGISTRATIONS

Professional Engineer, NJ
Professional Traffic Operations Engineer

PROJECT EXPERIENCE

Traffic and Roadside Safety Engineering Services; 2001-2013; 2014-2019

Project Manager/Assistant PM for traffic engineering services as part of multiple contracts with the County. Tasks included: design of traffic signals, timings, signing and striping per MUTCD; traffic signal warrant analysis and other safety studies; field surveys/observations for all assignments; intersection capacity/LOS analysis; assessment of pavement markings and signing; crash analyses, speed studies, and traffic engineering review of development applications. Also assisted with Road Safety Audits as part of other separate County contracts. Selected as part of a pool of approved consultants for 2020-2022.

Reference: Robert Church, Cape May County Engineer, 4 Moore Road. DN 402. Cape May Court House, NJ, 08210, [REDACTED]

West Avenue Restriping, Cape May County, NJ; 2014

Prepared signing and striping plans, specifications and estimate for “road diet” restriping of West Avenue between 33rd and 55th Streets in Ocean City, to revise the 70-foot wide City arterial roadway from four lanes to three with a center lane for left turns, buffered bicycle lanes. The project was an outgrowth of a prior pedestrian safety study to improve pedestrian safety/reduce vehicular speeds on a roadway three blocks from the beach.

TRAINING

WSP Synchro Software Training Course, 2020

Traffic Calming, Rutgers/CAIT, NJ, 2018

Highway Safety Manual Workshop, USDOT/FHWA , 2015

Design of ADA Curb Ramps, Rutgers/CAIT, NJ, 2013

Reference: Robert Church, Cape May County Engineer, 4 Moore Road. DN 402. Cape May Court House, NJ, 08210, [REDACTED]

Traffic Engineering Reviews for Development Applications; 2010-2019

Project Manager responsible for conducting technical reviews of development applications submitted to Princeton's Planning Board and Zoning Board.

Reviewed traffic impact analyses, site plans and traffic improvement plans for conformance to design standards and municipal ordinances, with emphasis on traffic and parking impacts, pedestrian accessibility and bicycle compatibility.

Reference: Deanna Stockton, P.E., CME, Municipal Engineer, 400 Witherspoon Street, Princeton, NJ, 08540, [REDACTED]

Traffic Engineering Reviews, City of Summit Redevelopment, Summit, NJ; 2021-2022

Project Manager responsible for conducting technical reviews of development applications submitted for Summit's "Broad Street West" redevelopment area.

Reviewed traffic impact analyses, site plans and traffic improvement plans for conformance to design standards and the City's Redevelopment Plan, and collaborated with the applicant's engineer and the redevelopment team to develop a program of mitigations emphasizing pedestrian accessibility, traffic and parking impacts, and bicycle compatibility.

Reference: Aaron Schrager, Dir of Community Services, City Hall, 512 Springfield Ave, Summit, NJ 07901, [REDACTED]

Princeton University Traffic Planning, Princeton, NJ; 2020-2022

Traffic Engineer for "mobility team" of consultants providing traffic planning and engineering services related to Capital Program and other projects at the University. A primary focus was improvement of pedestrian, bicycle and scooter accessibility and safety within the central part of the main campus, and addressing associated traffic, parking, and truck circulation impacts. Prepared Schematic and Design Development plans for creation of a pedestrian/bikeway along a major feeder roadway to the campus.

Reference: Natalie Shivers, AIA, LEED AP, Office of the University Architect, MacMillan Building 116, Princeton, NJ 08544, [REDACTED]

Route I-80 over Howard Boulevard Bridge Deck Replacement, Mt. Arlington, NJ; 2019-2022

As Traffic Engineering Task Leader, oversaw preparation of detailed traffic control plans for Preliminary Engineering and Final Design of twin structure replacement project. Staging scheme included maintenance of sidewalks, crosswalks, and pedestrian signals on Howard Blvd through the interchange to maintain pedestrian connectivity to a NJTRANSIT rail station. Also assisted in development of intersection capacity analysis and Traffic Impact Report, traffic signal plans and signing and striping plans. Prepared updated Traffic Management Plan. Design is per NJDOT Roadway and Traffic Control Details, and MUTCD.

Reference: : Kamalavathany Ravishankar, NJDOT, 1035 Parkway Ave, Trenton, NJ 08625, [REDACTED]



ANNETTE SCHULTZ,
AICP/PP
SUPERVISING PLANNER

Annette has more than 25 years of professional experience in project management, landscape and trail design, transportation planning and community development. She served for a number of years as Project Manager for a national heritage area, Regional Director of a statewide non-profit environmental organization and Director of a state-designated Heritage Area. Specialized experience has included management of scenic byway projects and regional/statewide project initiatives such as the New Jersey Greenways Guidebook developed for Together North Jersey and NJDOT, the NJ Complete and Green Streets Model Policy in collaboration with a statewide working group, and the NJ State Trails Plan Update. Annette’s extensive portfolio of public sector work and her professional management skills reflect her ability to meet complex project goals, and successfully administer contracts, subconsultants and staff.

EDUCATION

Conway School of Landscape Design
MA, Landscape Design

St. John’s College
BA

REGISTRATIONS

American Institute of Certified Planners, 2002
Professional Planner, NJ – License #33LI00578000

PROFESSIONAL AFFILIATIONS

American Planning Association
Association of Pedestrian and Bicycle professionals
East Coast Greenway Alliance
Rails-to-Trails Conservancy

PROJECT EXPERIENCE

Jersey City Open Space, Recreation and Community Facilities Plan; 2019-2021

NV5 prepared the parks network access and connectivity component for incorporation into Jersey City, New Jersey’s Open Space, Recreation, and Community Facilities Master Plan Element developed by Agency Landscape + Planning. The access and connectivity component supports the goal of creating an equitable open space and parks system that can be safely and conveniently accessed by people of all ages and abilities on foot, bicycle, and/or using transit. NV5 conducted a connectivity gaps analysis of the City’s on- and off-road bicycle and pedestrian facilities and transit amenities using data analyses and local expertise to identify priority “high stress” intersections and roadway corridors for bicycling and pedestrian improvements.

Reference: Barkha Patel, AICP, City of Jersey City, 13-15 Linden Ave East, Jersey City, NJ 07305, [REDACTED]

PROFESSIONAL DEVELOPMENT

Context Sensitive Solutions, NJDOT, 2005

APA Leadership Plenty, 2005

APBP Professional Development Training, 2001

Bicycle and Pedestrian Safety and Accommodation, PennDOT, 1999

Planning for Greenways: A Guidebook for New Jersey Communities; 2018-2019

Assisted the NJDOT with developing the Greenways Guidebook as a demonstration project of the Together North Jersey Livable Task Force. The guidebook focuses on greenways with paths for walking or wheeled transportation and is tailored to help grassroots groups, nonprofit organizations, and government staff better understand the development steps from concept to ribbon-cutting. The guidebook is designed to orient newcomers to the development of transportation greenways that have conservation and recreational value.

Reference: Elise Bremer-Nei, AICP/PP, NJDOT, 135 Parkway Ave, Trenton, NJ 08625, [REDACTED]

Morris Canal Greenway Corridor Study; 2017-2018

Principal Planner for defining the steps necessary to create a world-class greenway that is, to the extent possible, along the historic, 102-mile route of the former Morris Canal. Alignment options for the Morris Canal Greenway were developed utilizing feedback from extensive public outreach with residents and stakeholders in the communities along the canal route; as well as the Morris Canal Working Group and the Canal Society of New Jersey; and through data collection efforts. Project tasks also included preparing a design guide for bicycle and pedestrian use and developing an organizational structure for implementing the Greenway.

Reference: Lois Goldman, One Newark Center, 17th Fl, Newark, NJ 007102, [REDACTED]

Jersey City Morris Canal Greenway Master Plan; 2013-2014

Supervising Planner responsible for the development of a greenway master plan that follows the alignment of the 6-mile historic Morris Canal, a third of which passes through multiple redevelopment areas. Reference: Lois Goldman, One Newark Center, 17th Fl, Newark, NJ 007102, [REDACTED]

NJ Statewide Trails Plan Update; 2008-2009

Project Manager establishing and facilitating a diverse study committee to reach consensus in the development of a statewide trails plan. Collected and analyzed extensive data sources to identify current trends and statewide context, focusing the plan update to address current issues and priorities. Reference: Bill Riviere, 1035 Parkway Avenue, Trenton, NJ 08625, 609-963-2230

Passaic County Heritage Tourism Master Plan; 2012-2013

Project Manager for the development of a Heritage Tourism Plan based on a network of County designated Scenic and Historic Roadways, which is a recommendation in the Circulation Element of the County Master Plan. Reference: Andras Holzmam, AICP/PP, 401 Grand St, Suite 417, Paterson, NJ 07505, [REDACTED]

Village of Ridgewood: Phase 2 Master Plan; 2021-2022

Supervising Planner currently working with the Village of Ridgewood to advance the "Our Village, Our Future" Vision Plan into the next comprehensive Master Plan. Tasks include developing the Circulation Element for the Master Plan, assisting with the Downtown/Economic Development Element, conducting outreach, facilitating meetings, and background research.

Reference: John Barree, AICP/PP, HGA, 236 Broad St, Red Bank, NJ 07701, [REDACTED]



GLENN CALABRESE,
LSRP, CHMM
 SUPERVISOR/
 ENVIRONMENTAL
 SPECIALIST

Glenn is the manager of the Site Remediation/Hazardous Waste Group and Technical Discipline Leader with 32 years of experience in the environmental industry. His extensive experience includes hazardous waste investigations and remediation under State and Federal regulatory programs of the New Jersey Department of Environmental Protection (NJDEP). He has managed all aspects of environmental projects including Preliminary Assessments, Site Investigations, Property Environmental Assessments, Remedial Investigations, and Remedial Actions. Additional areas of expertise include Asbestos/Lead and Universal Waste investigations.

EDUCATION

- William Paterson University
MBA
- Montclair State University
MS, Geology
- Upsala College
BS, Earth Sciences/Minors in Geology, Biology, Anthropology

LICENSES/ CERTIFICATIONS

- Licensed Site Remediation Professional (LSRP)
- NYS Professional Geologist
- Certified Hazardous Materials Manager (CHMM)
- Licensed NJDEP UST Subsurface Evaluator
- Licensed NJDEP UST Closure
- Certified AHERA Asbestos Inspector NJ/NY
- Certified Lead Inspector & Risk Assessor NJ/NY

MEMBERSHIPS

- Institute of Hazardous Materials Management (IHMM)
- Licensed Site Remediation Professionals Association (LSRPA)

PROJECT EXPERIENCE

NYS&W Morris County Bicycle & Pedestrian Trail, Morris County, NJ; 2018-2022

A Project Manager for the environmental assessment of the NYS&W Railway. A Hazardous Waste Screening was performed along a 4-mile pedestrian/bike pathway along the New York, Susquehanna and Western (NYS&W) Railroad located in Morris County. This included a detailed evaluation of potential AOCs adjacent to railroad tracks and performing a Site Investigation/Remedial Investigation along the entire length of the pathway. PAH & metal (Historic Fill), pesticide, and PCB contamination was identified. Approximately 200 soil samples were collected and analyzed. Several issues were encountered during the investigation that included unique site access issues, sampling over a 9-foot diameter water main adjacent to railroad tracks, legal concerns and NJDEP requirements pertaining to leasehold surface/ subsurface rights and sampling responsibilities on railroad property. A Deed Notice is anticipated to be utilized for the proposed capping (engineering control) of historic fill on and adjacent to tracks.

TRAINING

OSHA 40-Hour Hazardous Waste Operations & Emergency Resp. (HAZWOPER)

DOT HAZMAT Transportation (49 CFR- 172.704)

DOT Security Awareness (49 CFR-172.704)

Site Supervisor Training (28 CFR-1910.120 (p)(3)), NUS Corporation

Applications in Advanced Hydrogeology (4-day), Rutgers University (2009)

Groundwater Pollution & Hydrology Course (40-Hour), Princeton GW (2006)

The Rutgers University Wetland Delineator Program, Rutgers University (2009)

Occupational Safety & Health Compliance Mgmt. Certification Series, EOHSI

- Fundamentals of Occupational Safety Compliance
- Fundamentals of Industrial Hygiene
- Air Sampling for Toxic Substances
- Practical Occupational Health & Safety Mgmt.

Reference: Christopher Vitz, Morris Co, PO Box 900, Morristown, NJ 07963; 973-285-6750

Camden County Link Trail, Camden County; 2019-2021

Site Remediation task leader for this signature project which involves the preliminary and final design and permitting of approximately 20 miles of shared use trail throughout multiple segments across Camden County. Tasks included hazardous waste studies and on-site field inspections.

Reference: Jack Sworaski, Camden County, 1301 Park Boulevard, Cherry Hill, NJ 08022; [REDACTED]

Three-Year Hazardous Waste Investigations at NJDOT Maintenance Facilities and Right- of-Way Properties Contract; 2015-Present

As LSRP for this contract, all work was oversaw and reviewed for the following work items: asbestos inspections, PEOSH in-door air testing, Preliminary Assessments (PA), Site Investigations (SI), Remedial Investigations (RI), Remedial Actions (RA), UST Investigations, Maintenance Facility investigations, Roadway Remedial Investigations, Groundwater Remediation, Hazardous Surveys, and Property Environmental Constraints Evaluations. Includes preparation of NJDEP reports: PAR; SIR; RIR, RAW; RAR; and RAO.

Reference: David Luciano, NJDOT, 1035 Parkway Avenue, Trenton, NJ 08625; [REDACTED]

Facilities Improvement Program, Parkway South, New Jersey; 2015-2019

The NJTA implemented an improvement program for all maintenance districts currently servicing the Turnpike and GSP highway corridors to upgrade antiquated facilities and improve operational efficiency. NV5 was the Environmental Program Manager to oversee 3 design consultants regarding CAPRA, permitting, wetlands, and site remediation. Managed and coordinated all site remedial design activities that included the development of multiple guidance documents for consultants to utilize in the remediation of maintenance facilities. Project Manager for environmental assessments of 5 GSP South Maintenance Facilities. Conducted environmental assessments, Site Investigations, Remedial Investigations, and remedial actions within proposed improvements. Services were provided for the following facilities: Swainton PMD-1; White Horse PMD 2; Ocean PMD 3; Herbertsville PMD 4; and Bass River PSD 5D.

Ref: Christopher Rossi, 1 Turnpike Plz, Woodbridge, NJ 07095; [REDACTED]

Greystone Park Psychiatric Hospital, Morris Plains, NJ; 2011-Present

Project Manager for remedial investigation of over 300 AOCs. Soil, sediment, surface water, and groundwater were investigated. This included the collection of 3,000 soil/ sediment/ concrete/surface water/groundwater samples. Thirty (30) monitoring wells were installed and sampled to assess groundwater conditions. Groundwater plume assessment, contaminant fate and transport, and development of In-Situ Chemical Oxidation treatment were performed for groundwater. A landfill disturbance permit development, assessment, remediation, excavation and capping were completed for two landfills. Investigations included wetland sediment/stream sampling, an ecological evaluation, and remediation. The following AOCs were identified: tank farm; 2 solid waste landfills; a waste water treatment plant; creeks; RR tracks; hazardous storage areas, historical pesticide areas, power plant, and sludge drying pads. Prepared SI/RI/RAW/RA reports and associated submittal forms. Prepared contractor specifications and drawings for remediation of site-wide contamination and oversaw the site remedial contractors)

Ref: Richard Herrero, PM, NJ DPMC, 33 W. State St., Trenton, NJ 08625, [REDACTED]



RICHARD L. PORTER,
SUPERVISOR, CULTURAL
RESOURCE UNIT/HISTORIAN

Rick has more than 40 years of experience in the fields of cultural resource management and historic preservation. He is responsible for the coordination and management of all NV5 projects in these fields. In addition to his project management responsibilities, his areas of technical expertise include:

- All areas associated with project compliance involving Section 106 of the National Historic Preservation Act and the New Jersey State Register of Historic Places Act
- All areas of historical research, including the use of primary documentary sources, cartographic sources, and secondary sources, with special emphasis on applications for historical and industrial archaeology and architectural history
- Cultural Resource Surveys
- Historic Sites Surveys
- Historic American Buildings Survey (HABS)/Historic American Engineering Record (HAER) Documentation
- National Register of Historic Places Nominations
- Historical Studies
- Historic Structures Reports
- Preservation Plans

EDUCATION

Rutgers University
M.A., American History

Muhlenberg College
B.A., History

PROFESSIONAL AFFILIATIONS

American Historical Association

National Trust for Historic Preservation

Society for Industrial Archaeology

Society for Historical Archaeology

Council for Northeast Historical Archaeology

New Jersey Historical Society

Preservation New Jersey

PROJECT EXPERIENCE

NJDOT - Portway/New Road Project; Essex & Hudson Counties, NJ; 2012 - 2022

Responsible for overall management of and documentary research and writing for large project that included extensive research dealing with the numerous railroads, both historic and active, in Jersey City.

Reference: Nirmin Nasef, 1035 Parkway Ave, Trenton, NJ 08625, [REDACTED]

NJDOT - Old Main Delaware, Lackawanna and Western Railroad Historic District Preservation Plan Project; Warren County, NJ; 2014 - 2020

Responsible for overall management of and documentary research and writing for a large, multi-property preservation plan involving a range of railroad-associated structures

Reference: Lauralee Rappleye, 1035 Parkway Ave, Trenton, NJ, 08625, [REDACTED]

Camden County Link Trail; Camden County, NJ; 2019 - 2020

Responsible for overall project management, historical research, & report preparation for Phase I archaeological and intensive-level architectural survey for 20+ mile trail project.

Reference: Jack Sworaski, 1301 Park Boulevard, Cherry Hill, NJ 08022, [REDACTED]
[REDACTED]

NYS&W Corridor Rail-Trail Project; Pequannock & Wayne, NJ; 2018 - 2022

Responsible for overall project management, historical research, and report preparation for Phase I archaeological and intensive-level architectural survey for this 5 mile trail project.

Reference: Chris Vitz, PE, PO Box 900, Court St, Morristown, NJ 07963, [REDACTED]
[REDACTED]

NJDOT/Monmouth County Three Bridges Project; Brielle & Manasquan, Monmouth County, NJ; 2015 - 2020

Responsible for overall project management, historical research, and report preparation for Phase I archaeological and intensive-level architectural survey for project with site locations in Monmouth, Ocean, Burlington, Atlantic, and Cape May Counties.

Reference: Denis Walsh, PE, 1 E. Main St, Freehold, NJ, 07728, [REDACTED]
[REDACTED]

NJ Turnpike Authority - Garden State Parkway Historic District Geographic Information Systems (GIS) Mapping Survey & Programmatic Agreement; Multiple Counties, NJ; 2018 - 2020

Responsible for historical research, in-field survey, and management of GIS mapping and database development, programmatic agreement development, and NJTA/NJHPO coordination for large multi-county project designed to streamline NJTA's compliance relationship with NJHPO.

Reference: Lamis Malak, PE, 1 Turnpike Plz, Woodbridge, NJ 07095, [REDACTED]
[REDACTED]

NJ Turnpike Authority - Garden State Parkway Interchange 105 Improvements; Monmouth County, State; 2011 - 2020

Responsible for overall project management, historical research, & report preparation for Phase I archaeological and intensive-level architectural survey for interchange project.

Reference: Maynard Abuan, PE, 1 Turnpike Plz, Woodbridge, NJ 07095, [REDACTED]
[REDACTED]

NJ Turnpike Authority - Garden State Parkway Interchanges 41 & 44 Improvements; Atlantic County, NJ; 2011 - 2020

Responsible for overall project management, historical research, & report preparation for Phase I archaeological and intensive-level architectural survey for interchange project.

Reference: Lamis Malak, PE, 1 Turnpike Plz, Woodbridge, NJ 07095, [REDACTED]
[REDACTED]

NJDOT Routes 280/21 Intersection Improvements; Newark, NJ; 2010 - 2016

Responsible for overall project management, historical research, and report preparation for Phase I/II archaeological and intensive-level architectural survey for large intersection improvement project.

Reference: nRef: Lauralee Rappleye, 1035 Parkway Ave, Trenton, NJ, 08625, [REDACTED]
[REDACTED]



FREDERICK F. SCHERRER, PE
 SUPERVISING ENVIRONMENTAL ENGINEER

Fred has over 30 years of experience in environmental and civil engineering. He has had extensive experience in water resources engineering, including the design of stormwater and drainage systems, hydrologic and hydraulic (H&H) engineering, environmental engineering, evaluation/ design of sanitary sewer facilities, dam inspection/ construction/ improvements, flood hazard area regulations, site development, underground storage tanks, and the planning and design of flood abatement projects. Mr. Scherrer has prepared applications for various environmental permits including: Flood Hazard Area (FHA), Dam Safety, Highlands, water lowering, wetlands, Pinelands, CAFRA, D&R Canal, waterfront development, tidelands license, HMDC, NJPDES, water main extension and TWA.

EDUCATION

New Jersey Institute of Technology
 MS, Environmental Engineering

 New Jersey Institute of Technology
 BS, Civil Engineering

REGISTRATIONS

Professional Engineer, NJ

CERTIFICATIONS

OSHA Certified

 Underground Storage Tank (UST) Certified: Closure, Subsurface, Installation of Entire Tank System, Tank Testing and Corrosion Specialist

PROJECT EXPERIENCE

NYS&W Bicycle/Pedestrian Trail, Morris & Passaic Counties, NJ; 2014-2022

Task Leader for drainage and permitting related issues for this Rails to Trails project located along a six-mile abandoned rail corridor in Passaic and Morris Counties. Responsible for identification of floodplain/riparian buffer constraints, evaluation of watercourse crossings, drainage improvements, stormwater peak flow and water quality measures and coordination with North Jersey District Water Supply Commission. Designed porous asphalt trail surface, prepared construction bid documents and obtained multiple permits (FHA permit; FWW permit; SHPO coordination; SESC Plan Certification). Currently performing construction support services.

 Reference: Christopher Vitz, Morris County, PO Box 900, Morristown, NJ 07963; [REDACTED]

Northern Valley Greenway Technical Planning Assistance, Bergen Co, NJ; 2018-2019

Project involved the feasibility assessment of a potential 7.4-mile shared use path and greenway within 6 municipalities in Bergen County. Identified environmental constraints (floodplains, riparian zones, wetlands, etc.) within project corridor and assessed impacts and permissibility for the various alternative improvements considered.

TRAINING

NJDEP Stormwater Management Design Review;
Green Infrastructure and Porous Asphalt;
Construction Site Stormwater Runoff Control;
HEC-RAS and GEO-HECRAS;
NJ Flood Hazard Area Control Act Rules;
Planning, Design and Implementation of Stormwater Solutions;
Stormwater Permits/BMPs;
Stormwater Management Modeling Utilizing SWMM
Engineering Ethics

Reference: Elise Bremer-Nei, 1035 Parkway Avenue, Trenton, NJ 08625; 609-963-2203

Camden County Link Trail, Camden County, NJ; 2019-2022

H&H task leader for this signature project which involves the preliminary and final design and permitting of approximately 20 miles of shared use trail throughout multiple segments across Camden County. Tasks include: identification of NJDEP-regulated watercourses; determination of floodplains, floodways and riparian zone; coordination with NJDEP; evaluation of flood hazard area impacts; stormwater management evaluation; and preparation of multiple environmental approvals/permits (NEPA CED; NJDEP Flood Hazard Area, Freshwater Wetlands, Waterfront Development, Tidelands and Coastal Wetlands; US Army Corps of Engineers; NJ Pinelands Commission; SHPO Eligibility and Effect Determination; and Camden County SESC Plan Certification).

Reference: Jack Sworaski, Camden County, 1301 Park Boulevard, Cherry Hill, NJ 08022; [REDACTED]

NJDOT Hydrologic & Hydraulic Term Agreement and Staff Augmentation Agreement - Multiple Contracts; 2001-Present

Project Manager for over 200 individual assignments spanning a 20-year period. Tasks involved various H/H and environmental services which included water course modeling, stormwater management design, green infrastructure design, flood control, bridge sizing and scour analysis, culvert design, and stream bank stabilization, in addition to preparation of permitting documents for all applicable permitting agencies (i.e., NJDEP FHA, FWW, CAFRA, WFD, D&R CC, Highlands, NJ Pinelands, ACOE, US Coast Guard, etc.). Also responsible for providing floodplain management/ stormwater management software training to NJDOT personnel, and other staff augmentation services.

Reference: Sandra Blick, NJDOT, 1035 Parkway Avenue, Trenton, NJ 08625; [REDACTED]

Delaware River Heritage Trail Final Scope Development, Burlington Co., NJ; 2002-2006

Task Leader responsible for Hydrologic/ Hydraulic (H&H) aspects of this project for the Delaware Valley Regional Valley Planning Commission. The study evaluated a proposed route plan for the Delaware River Heritage Trail from Trenton to Palmyra comprising approximately 25 miles. The purpose of this project was to develop Final Scope Design documents. This process included refinement of the initially preferred alternative, engineering and environmental analysis, design and community outreach. H&H work tasks included: delineation of floodplain constraints; stream modeling and sizing of culvert/ bridge crossings; stormwater peakflow and water quality recommendations. These findings were to serve as the framework for development of final design and construction documents that will enable this facility to become a reality.

Reference: Matt Johnson, Burlington County, 49 Rancocas Rd., Mt. Holly, NJ 08060; [REDACTED]

Route 9W Pedestrian and Bicycle Improvements, Bergen Co, NJ; 2017-2018

Responsible for the assessment of stormwater management needs for this pedestrian and bike safety improvement project, which proposes the addition of an 8' bicycle lane and sidewalk improvements. Tasks include assessment of environmental constraints, hydrologic modeling of contributory watersheds and the concept design of stormwater management facilities.



KEVIN PERRY, LLA
SENIOR LANDSCAPE
ARCHITECT

Kevin joined NV5 in 2013 and has both managed and been a significant contributor to design and planning projects at a range of scales. With an emphasis on cohesion, logic, equity, and quality of experience combined with integrity of ecological function, his work includes site analysis, conceptual and site planning and design, strategic and agency-level planning, technical writing and graphic development, design rendering, GIS inventory and analysis, construction detailing, technical specifications, planting and maintenance specifications, public engagement, and informational video production.

EDUCATION

Rutgers University
 M.L.A., Master of Landscape Architecture

 University of Mary Washington
 B.A., Spanish

PROFESSIONAL AFFILIATIONS

Licensed Landscape Architect, NJ, 2021

 American Society of Landscape Architects (ASLA) #1142599

PROJECT EXPERIENCE

Planning for Greenways: A Guidebook for New Jersey Communities; Statewide, NJ; 2018 - 2019

Assisted the NJDOT with developing the Greenways Guidebook as a demonstration project of the Together North Jersey Livable Task Force. The guidebook focuses on greenways with paths for walking or wheeled transportation and is tailored to help grassroots groups, nonprofit organizations, and government staff better understand the development steps from concept to ribbon-cutting. The guidebook is designed to orient newcomers to the development of transportation greenways that have conservation and recreational value.

Reference: Elise Bremer-Nei, AICP/PP, NJDOT, 135 Parkway Ave, Trenton, NJ 08625, [REDACTED]

Leonard Gordon Park Master Plan; Jersey City, NJ; 2018 - 2019

As Project Manager worked with the City of Jersey City to create a new master plan for Leonard Gordon Park. The new master plan incorporates recommendations and input from a series of public meetings, including support from the Leonard Gordon Park Conservancy, Friends of Leonard Gordon Park and the J.C. Parks Coalition. The plan includes recommended improvements to the park infrastructure including reorganization of pathways and facilities to provide ADA accessibility and green infrastructure. Recommended improvements include a community center, outdoor amphitheater, central lawn area, and sprayground.

Reference: Brian Weller, LLA, ASLA, 13 Linden Ave, East, 2nd Fl, Jersey City, NJ, 07305, [REDACTED]

Northern Valley Greenway Technical Planning Assistance; Bergen County, NJ; 2018 - 2019

SELECTED AWARDS

ACEC 2022 Distinguished Award for Planning for Greenways: A Guidebook for New Jersey Communities

NJ ASLA 2016 Merit Award for Washington Street 'Complete' Redesign

Smart Growth Award for Washington Street 'Complete' Redesign, New Jersey Future, 2015

NJ ASLA 2013 Honor Award in Landscape Architectural Communication

NJ ASLA 2013 Merit Award in Landscape Architectural Design Unbuilt (awarded to Rutgers/CUES Summer 2012 design team)

As project manager, oversaw the provision of planning, engineering, and landscape architectural services to establish an initial understanding of the feasibility of a potential 7.4-mile shared use path and greenway. Combining GIS analysis, field observation, and design visioning, the planning study evaluates the physical conditions of the right-of-way, identifies opportunities and constraints, and assesses the strengths and drawbacks three potential design concepts to inform future design development and funding efforts.

Reference: Elise Bremer-Nei, AICP/PP, NJDOT, 135 Parkway Ave, Trenton, NJ 08625, [REDACTED]

NJ Transit - Transit Friendly Planning Handbook, 2nd Addition; Statewide, NJ; 2019 - 2022

Facilitated Collaborative Work Sessions among diverse team of subject matter experts in the first update of NJ TRANSIT's Transit Friendly Planning Handbook, originally published in 1994. Provided leadership in efforts to formulate a typology of all NJ TRANSIT stations to serve as a method to organize content and ensure broad relevance of the principles described in the Handbook. Provided leadership in the development and organization of content, graphics, and layout of the Handbook.

Reference: Megan Massey, 1 Penn Plaza East, Newark, NJ 07105, [REDACTED]

NJ Turnpike Authority - NJ Transit Bicycle and Pedestrian Access Study; Newark, NJ; 2017 - 2018

Evaluated six NJ TRANSIT stations within the NJTPA region to identify and address basic barriers limiting pedestrian and bicycle access. Produced a series of conceptual design enhancements for strategic implementation at targeted locations to improve transit station access and safety for bicyclists, pedestrians, and people with disabilities, emphasizing improvements that are highly actionable in terms of cost, level of coordination, and time to implementation. Conducted field assessment, GIS data collection, public outreach, conceptual design development, cost estimates, and designed layout of final report.

Reference: Michael Viscardi, 1 Penn Plaza East, Newark, NJ 07105, [REDACTED]

NJDOT - NJ Bicycle and Pedestrian Master Plan; Statewide, NJ; 2013 - 2022

Worked with NJDOT to develop a vision, goals, and strategies to achieve a transportation system in which walking and bicycling are routine, convenient, and secure throughout the state. Assisted in the facilitation and analysis of results from a general survey and targeted stakeholder outreach. Developed and facilitated innovative public outreach that included photo and video testimonials. Developed visual publications and layout of final plan document.

Reference: Elise Bremer-Nei, AICP/PP, NJDOT, 135 Parkway Ave, Trenton, NJ 08625, [REDACTED]

Somerset County Walk, Bike, Hike Plan; Somerset County, NJ; 2018 - 2019

As sub-consultant, provided community outreach services and assisted in the development of a county-wide, conceptual bicycle and pedestrian network. Community outreach included "pop up" exhibits at local events, traditional public meetings, and targeted engagement of an underserved community through a series of English as a Second Language classes. Developed a Design Book as a companion to the plan to serve as reference and shared resource among professional staff, elected officials, and the public.

Reference: Kenneth Wedeen, 20 Grove St, Somerville, NJ 08876, [REDACTED]



IFEOMA EBO
PRINCIPAL

LABOR CATEGORY

Executive / Senior Level
Officials and Managers

SELECTED AWARDS

Pratt Institute - Institute
of Design & Construction
Innovation in Community
Design Fellowship . 2022

Urban Design Forum Forefront
Fellowship. 2016

Next City Vanguard Leadership
Fellowship. 2016

Pacific Coast Builders - Best
International Site Plan Award.
2008

Ifeoma is an experienced Designer, Planner and trained Architect with a proven track record in transforming urban spaces into platforms for equity and design excellence. Through leadership roles in urban design & development initiatives funded by the United Nations, FIFA and the NYC Mayors Office she has excelled in managing multidisciplinary teams towards the planning and implementation of projects supporting racial, social and cultural equity. She is currently an Adjunct Professor at Syracuse, Cornell and Columbia University where she teaches on the intersection of urban design and equity. As the founding Director of Creative Urban Alchemy LLC, she is a highly sought-after consultant on equitable urban design and sustainable development strategy for city governments and civic institutions internationally.

EDUCATION

Cornell University
Bachelor of Architecture

Massachusetts Institute of Technology
Master of City Planning - City Design & Development / Urban Design Certificate

Regenesis Institute for Regenerative Practice
Regenerative Practitioner Certificate

PROJECT EXPERIENCE

BT Farms Community Masterplan; Madison, Wisconsin; 2022 - ongoing

Lead planner/designer for a +/-200 acre regenerative community masterplan including mixed use affordable housing, network of parks & open spaces, farmland, ecological and habitat restoration and land conservation areas.

Reference: *Becky Steinhoff*, [REDACTED]

Environmental Justice Study; New York City, NY; 2022

Community Engagement Strategist. The study aimed to better understand how and where people face disproportionate exposure to environmental burdens and climate risks. This assessment will set the foundation for a future Environmental Justice Plan that integrates environmental justice into City decision-making and identifies new City environmental justice initiatives.

Reference: *Alice Shay*, [REDACTED]

Jacksonville Riverfront Activation Plan; Jacksonville, Florida; 2021

Community Engagement Strategist. The 75 acre Plan offers a framework for activities, programs and experiences, design interventions to enhance the Riverfront experience, activate underutilized spaces, and provide the facilities needed to program spaces along the Riverwalk.

Reference: *David Van Der Leer*, [REDACTED]

Raymond Drive Neighborhood Activation Plan; Union City, Georgia; 2021

Planner: The Plan aimed at reclaiming, renewing, and reimagining Raymond Drive and Raymond Terrace as an active, safe, and welcoming neighborhood. Strategies featured included alternative uses of utility easements, placemaking opportunities in the public realm, options for increasing home ownership and the creation of community engagement forums.

Reference: *Trinity Simons Wagner*, [REDACTED]



ALEXANDRA GONZALEZ
PRINCIPAL

LABOR CATEGORY

Executive / Senior Level
Officials and Managers

SELECTED AWARDS

NYCDesign Awards. 2022

William Kinne Fellows Prize for
Study and Travel Abroad. 2011

Alexandra is a Colombian-American architectural and urban designer. She is the Principal of Hive Public Space, an urban design and placemaking/placekeeping studio based in New York City.

She believes in the power of public spaces and strives for her work to create memories and connections while evolving the identity and impact of each community. Alexandra has a decade of experience designing and transforming public spaces into socially and culturally inclusive environments.

EDUCATION

Rhode Island School of Design
Bachelor of Architecture and Bachelor of Fine Arts

Columbia University
Masters of Science in Architecture and Urban Design

PROJECT EXPERIENCE

Lyra; Monterrey, Mexico; 2020 - Present

Addressing the needs of 41% of the project, which constitutes Lyra's public spaces. Our scope covered street design, walkability and accessibility, community engagement strategy, Art/Placemaking masterplan, and Conceptual Programming.

Reference: Jerome Barth, [REDACTED]

Neighborhood Commons; New York, NY; 2021 - 2022

Neighborhood Commons is a policy toolkit that provides provides small businesses & place-based organizations with strategies to activate public spaces in commercial corridors in NYC. Alexandra lead the design and operational strategies for 2 pilot projects in Brownsville, BK and Jamaica Queens.

Reference: Elana Ehrenberg, [REDACTED]

LIC (Re)connects; Long Island City, NY; 2021 - 2022

This multi-site art series activated different public spaces around LIC. From parks to construction sites, we installed murals, interactive elements and augmented reality pieces that respond to the people, the surrounding context, and spark playful moments.

Reference: Andrew Taranto, [REDACTED]

Bryant Park, New York, NY; 2012 - 2020

Alexandra served as Senior Urban Designer for both the Bryant Park Corporation and the 34th Street Partnership in Manhattan, NY. She was part of a multidisciplinary team responsible for the management, design and operation of the park and other plazas in the Midtown Area.

Reference: Julie Ember, [REDACTED]



PRITI PATEL
LEAD CONSULTANT

LABOR CATEGORY
Executive / Senior Level
Officials and Managers

SELECTED AWARDS
NYCXDesign Awards. 2022

Priti is a participatory design facilitator who is committed to amplifying her interdisciplinary skill set to translate community-driven visions for public spaces into short term action plans, designs, and interventions that give way to long term impact. She's spent 15 years collaborating with local partners in cities across the U.S. to implement catalytic public space projects.

With a background in Landscape Architecture, Priti's work is rooted in the sustainable design of the public realm and the economic, cultural, ecological, and social growth of communities.

EDUCATION

Rutgers University
Bachelor of Environmental Planning & Design and Bachelor of Landscape Architecture

PROJECT EXPERIENCE

LIC (Re)connects; Long Island City, NY; 2021 - 2022

This multi-site art series activated different public spaces around LIC. From parks to construction sites, Priti worked directly with local artists, partner organizations and community members to inform, procure and install murals and interactive elements that responded to and celebrated the everchanging spirit of Long Island City in Queens,

Reference: Andrew Taranto, [REDACTED]

Project for Public Spaces_ New York City | 13 years - Senior Project Manager

Grissom Library and Sherwood Site, Newport News, VA; 2021 -2022

As part of a multi agency design team, Priti led the community driven master planning process of the public spaces in a 22- acre site intended to be a new civic hub, anchored by a new library, in the Denbigh Warwick area.

Reference: Chuck Wray, [REDACTED]

Five Points Plaza, Charlotte, NC; 2020

Priti led the participatory design and development of a grassroot management strategy for a new public space in the Historic West End, one of the few surviving historically black networks of communities in Charlotte.

Reference: Erin Chantry, [REDACTED]

Upper Harbor Terminal, Minneapolis, 2019-2020

Priti collaborated with a local placemaking firm to lead the participatory design and program model development for a 20-acre industrial riverfront park adjacent to the Northside, an underserved Black neighborhood.

Reference: Kate Lamers, [REDACTED]



**STEVEN HANDEL, PH.D.,
HASLA**
PRINCIPAL

LABOR CATEGORY

Executive / Senior Level
Officials and Managers

Steven Handel studies the potential to restore native plant communities, adding sustainable ecological services, biodiversity, and amenities to the landscape. He has explored pollination, seed dispersal, population growth, ecological genetics, and most recently, problems of coastal, urban and degraded lands. Collaborating with both planners and landscape designers, he is improving our understanding of restoration protocols and applying this knowledge to landscapes and environmental initiatives.

He serves as Distinguished Professor of Ecology and Evolution at Rutgers University and was a Visiting Professor of Ecology at the Harvard's Graduate School of Design (2016-2019). Prior to these appointments, he was a biology professor and director of the Marsh Botanic Garden at Yale University. He has also been an Adjunct Professor of Ecology at the University of California, Irvine, Visiting Professor of Ecology at Stockholm University, Sweden in 2009, and Visiting Research Scholar at Macquarie University, Sydney, Australia.

Dr. Handel is Editor-in-Chief of the professional journal Ecological Restoration and an Aldo Leopold Leadership Fellow and a Certified Senior Ecologist of the Ecological Society of America. He was named as a Fellow of the Ecological Society of America for "outstanding contributions" to the field. He is also a Fellow of the American Association for the Advancement of Science (AAAS), and the Australian Institute of Biology. In 2007, he was named an Honorary Member of the American Society of Landscape Architects (ASLA) for "national or international significant achievements... to the profession." He then received the Society of Ecological Restoration's highest international research honor, the Theodore M. Sperry Award in 2011 "...for pioneering work in the restoration of urban areas." He has led national workshops for the U.S. EPA to train environmental specialists in ecology and was on the State of New Jersey Invasive Species Council, recommending public policies.

Handel has been a lead member of landscape design teams doing ecological restoration in coastal and urban areas, including: Calgary's St. Patrick's Park; the Freshkills Park, St. Marys Park, and Brooklyn Bridge Park in NYC; the Duke Farms Foundation 2,700 acre holdings and the Great Falls National Historical Park in NJ; the landscape for the Beijing 2008 Olympic Summer Games; the Orange County Great Park in Irvine, California; The Riverline in Buffalo, NY; and the forestlands of the Fernbank Museum of Natural History in Atlanta. Recognition for this work includes 2008 and 2009 ASLA National Honor Awards for Analysis & Planning, 2009 and 2015 ASLA National Honor Awards for Research, 2015 ASLA National Honor Award for Communication, 2009 American Institute of Architects (AIA) National Honor Award in Regional & Urban Design, and the 2009 American Planning Association National Planning Excellence Award for Innovation in Regional Planning, and the Native Plant Society of New Jersey's Habitat Rescue Award. The U.S. National Science Foundation, EPA, National Park Service, and private foundations have supported his research.

EDUCATION

Cornell University
M.S. and Ph.D., Field of Ecology and Evolution

Columbia University
B.A., Major in Biological Sciences



JEAN EPIPHAN

ECOLOGIST, ISA CERTIFIED
ARBORIST, & RESEARCH
PROJECT COORDINATOR

LABOR CATEGORY

Labor Category

SELECTED AWARDS

ASLA New Jersey Chapter,
Merit Award in Landscape
Architecture Research 2019,
Preparing for Climate Change
at the Urban Coast: New
Methods to Frame Landscape
Design Solutions.

ASLA New York Chapter, Honor
Award in Design 2022, The
Riverline Park, Buffalo, NY.

Jean Epiphan is a research ecologist and Certified Arborist in the Rutgers Department of Evolution, Ecology, and Natural Resources. Her recent work encompasses the ecological condition and landscape restoration potential in suburban and urban parks throughout the NYC Tri-State area, as part of collaborative research and design projects. Her field skills in reading the landscape and understanding complex assemblages of plant communities are critical to design and research progress. She conducts ecological data collection methodologies for landscape inventories including wetland delineation and plant community mapping with expertise on coastal areas. She is an expert field botanist.

EDUCATION

Rutgers, the State University of New Jersey
Master of Science, Graduate Program in Ecology and Evolution

University of Vermont
Bachelor of Science, Major: Science of Forestry; Minor: Studio Art

EXPERIENCE

Research Project Coordinator | Rutgers University, New Brunswick, NJ | 2015 to Present

Inventories & Management Plans

- Forest Gap dynamics, Morristown National Historic Park, for the U.S. National Park Service.
- Deer Enclosures impact, Morristown National Historic Park, for the U.S. National Park Service.

Wetland delineation and ecological community mapping

- Fresh Kills South Park, Staten Island, NY, for NYC Dept. of Parks and Recreation.

Ecological Landscape Consulting

- St. Mary's Park in Bronx, NY for the NYC Dept. of Parks and Recreation,
- Laurel Hill Park in Secaucus, NJ for the Hudson County Parks Dept.
- Fresh Kills South Park, Staten Island, NY, for NYC Dept. of Parks and Recreation.
- The Riverline public park, Buffalo, NY, for the Western New York Land Conservancy

CERTIFICATIONS

Rutgers University Ecological Certifications

- Methodology for Delineating Wetlands, 2016
- Wetland Plant Identification, 2016

Forest & Arboricultural Certifications

- International Society of Arboriculture (ISA) Certified Arborist, NJ-1247A, 2018
- Licensed Tree Expert #692, State of New Jersey, 2019
- NY/NJ Trail Conference, Trail Layout and Design, 2014

Pesticide Certifications

- Certified Pesticide Operator, NJDEP, 2016
- Pest Management, State of Vermont, 2006



ROBYN GOLDSTEIN
ASSOCIATE PRINCIPAL

LABOR CATEGORY

Executive / Senior Level
Officials and Managers

SELECTED AWARDS

40 Under 40. 2019

IES International Award of
Excellence

Verizon Innovation Center

IES Boston & Rhode Island
Section Lighthouse Award
Mass General Brigham
Administrative Campus
Exterior

IES Boston & Rhode Island
Section Lighthouse Award
Akamai Technologies Global
Headquarters

IES Illumination Award of Merit
Tom Hanafan River's Edge Park

IES Illumination Award of Merit
Colby College Athletics
Complex

IES Illumination Award of Merit
Harvard Business School
Klarman Hall

IES Illumination Award of Merit
Microsoft Corporation SMSG

IES Illumination Award of Merit
Putnam Investments

With an unconventional background and inexhaustible passion for excellence, **Robyn** helps lead the Boston team in all phases of business. A graduate of the bachelor's and master's programs at Tufts University, Robyn brings a love of mathematics and analytics combined with a commitment to creative solutions, innovation, and sustainability in the ever-changing world of design.

Robyn is widely known for spearheading visually stunning projects which carefully consider the interplay of artistry and science and are coordinated to perfection. Her diverse portfolio of work includes hospitality, creative corporate, urban design, historic preservation, higher education, and more. Her unique design sensibility and consummate technical skills are demonstrated in her creative and complex lighting solutions complimented by her ability to reach lofty sustainable design targets.

EDUCATION

Tufts University
Bachelor of Arts in Mathematics

Tufts University
Master of Arts in Economics

PROJECT EXPERIENCE

Sarasota Bay Mangrove Walk Phase 1; Sarasota, Florida; 2019 - Ongoing

HLB's scope of work includes the 7 acre park of Phase 1, mangrove walk, waterfront trail improvements, historic/cultural district, concessions and Blue Pagoda Way.

Reference: Susannah Ross, 91 Harvey Street, Suite 2, Cambridge, MA 02140, [REDACTED]

Seaport Harbor Way; Boston, Massachusetts; 2018 - 2022

HLB's scope of work included providing lighting design services for blocks L1, L2 and L4. Scope includes lighting for the Harbor way, Harbor Square Park, plazas, boardwalks and surrounding public roadways.

Reference: Kimberly Cooper, 475 10th Ave, New York, NY 10018, [REDACTED]

Franklin Park Master Plan; Boston, Massachusetts; 2019 - Ongoing

HLB's scope of work included a survey and report of existing conditions, design support to assist landscape architect with lighting design guidelines of the Master Plan report, and to develop and implement lighting strategies.

Reference: Kristen Fredrickson, 130 Bishop Allen Drive, Cambridge, MA 02139, [REDACTED]

Tom Hanafan River's Edge Park; Council Bluffs, Iowa; 2009 - 2013

HLB's scope of work included providing lighting design services for the great lawn, river steps, amphitheater, water features, ice rink, pavilions, concessions, pathways, and integrated art landscape lighting.

Reference: Mark Dawson, 64 Pleasant Street, Watertown, MA 02472, [REDACTED]



HALEY DARST
SENIOR ASSOCIATE

LABOR CATEGORY

First/Mid Level Officials and Managers

SELECTED AWARDS

40 Under 40. 2020

IES Illumination Award of Merit
Orbia

IES Illumination Award of Merit
Norwell Public Library

Always fascinated by the built environment, **Haley** carries a genuine admiration for architecture, bridges, and even roller coasters. She quickly realized that light combined with her love and appreciation for architecture, along with math and science, was a developing passion. Light changed the way she approached architecture as a whole.

Haley has participated in hosting a number of lighting webinars focusing on the WELL Building Standard, Lighting Trends, and Value Engineering. She also has served on the Illuminating Engineering Society (IES) board of directors for the Boston and Rhode Island Section. Haley is highly involved in the International Association of Lighting Designers (IALD) as a co-coordinator of the New England region, spearheading creative design events and engaging the lighting community throughout the area. Also serving for the IALD, she is part of the International IALD events committee.

EDUCATION

Penn State University
Bachelor of Architectural Engineering

PROJECT EXPERIENCE

Sarasota Bay Mangrove Walk Phase 1; Sarasota, Florida; 2019 - Ongoing

HLB's scope of work includes the 7 acre park of Phase 1, mangrove walk, waterfront trail improvements, historic/cultural district, concessions and Blue Pagoda Way.

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Reference: Kimberly Cooper, 475 10th Ave, New York, NY 10018, [REDACTED]

Losner Park; Homestead, Florida; 2018 - 2020

HLB's scope of work included the plazas, garden areas, shaded seating areas, planting areas, gathering areas, children's play areas, sculptural landmark, public art lighting, event lawns,, stage /deck areas, pathways and signage.

Reference: Travis Mazerall, 64 Pleasant Street, Watertown, MA 02472
[REDACTED]



NEDA MOVAGHAR
PARTNER | PROJECT
MANAGER

LABOR CATEGORY

Executive

SELECTED AWARDS

Anthem Awards for
OlmstedNow: identity and
website for inclusive public
spaces

Category: Diversity, Equity,
& Inclusion - Best Local
Community Engagement, 2022

Neda Movaghar is a project manager and partner at Ummo. Her portfolio features award-winning brands, campaigns, and environments that elevate the reputation of clients and enliven the shared spaces of their communities.

She brings years of experience as a thoughtful leader and designer to projects that span the globe. In her daily practice, Neda is responsible for envisioning and crafting design solutions that start with inspirational ideas and develop into highly nuanced visual communications materials, from civic brands to citywide wayfinding systems.

EDUCATION

Pratt Institute
Masters of Visual Communications

Massachusetts College of Art and Design
Bachelor of Fine Arts with concentration in Graphic Design

PROJECT EXPERIENCE

Sarasota Bay Park Interpretive Signage and Wayfinding; Sarasota, FL; 2019 - Present

The Bay Park in Sarasota is the city's new front porch. To emphasize the connection to the region's ecology, Ummo worked with the client team to integrate interpretive etched graphics throughout the park's surfaces. The team also designed the entire signage and wayfinding family system that included gateway, donor, pedestrian, and directional signage.

Reference: Bill Waddill, 655 North Tamiami Trail, Sarasota, FL 34236,
[REDACTED]

Town Branch Park Exterior Signage and Wayfinding; Lexington, KY; 2022 - Present

Using the existing brand and color palette, the Ummo team created a comprehensive signage and wayfinding system for the park incorporating natural materials used in the architecture features as well as the landscape.

Reference: Allison Lankford, 249 East Main Street, Ste. 201, Lexington, KY 40507,
[REDACTED]

Frederick Law Olmsted Bicentennial Brand, Boston, MA; August 2020 - April 2022

As Olmsted's 2022 Bicentennial approached, a broad consortium of parks and community organizations invited Ummo to help rethink the meaning and value of Olmsted's legacy for the next generation. Ummo created a brand that showcased Olmsted's values and how they can be relevant today.

Reference: Veronika Trufanova, 125 Fenway, Boston, MA 02115,
[REDACTED]

Village of Oak Park Civic Brand; Oak Park, IL; 2017 - 2018

Ummo reimagined what Oak Park will be to Oak Parkers of the future. To find a common language in which to speak about the community, we worked with seven municipal stakeholders. We created surprising visual and verbal mashups that both built on Oak Park's legacy and modern amenities.

Reference: John Lynch, 104 N. Oak Park Ave, Suite 203, Oak Park, IL 60301,
[REDACTED]



MATT UMINSKI

PARTNER | DESIGN
DIRECTOR

LABOR CATEGORY

Executive

SELECTED AWARDS

Anthem Awards for
OlmstedNow: identity and
website for inclusive public
spaces

Category: Diversity, Equity,
& Inclusion - Best Local
Community Engagement, 2022

Matt Uminski is a design director and partner at Umno. He has extensive experience in branding, website, and environmental design. Trained as an architect, Matt focuses on projects that enhance the user experience of built spaces and the public realm.

Matt has worked with a range of public, institutional, and private-sector clients on developing compelling brands that translate into real-world applications. Equally comfortable with environmental and digital design, Matt helps clients execute big ideas across multiple platforms.

EDUCATION

Wentworth Institute of Technology
Masters of Architecture

Wentworth Institute of Technology
Bachelor of Science in Architecture, Concentration in Form and Culture

PROJECT EXPERIENCE

Sarasota Bay Park Interpretive Signage and Wayfinding; Sarasota, FL; 2019 - Present

The Bay Park in Sarasota is the city's new front porch. To emphasize the connection to the region's ecology, Umno worked with the client team to integrate interpretive etched graphics throughout the park's surfaces. The team also designed the entire signage and wayfinding family system that included gateway, donor, pedestrian, and directional signage.

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[REDACTED]

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[REDACTED]

Village of Oak Park Civic Brand; Oak Park, IL; 2017 - 2018

Umno reimaged what Oak Park will be to Oak Parkers of the future. To find a common language in which to speak about the community, we worked with seven municipal stakeholders. We created surprising visual and verbal mashups that both built on Oak Park's legacy and modern amenities.

Reference: John Lynch, 104 N. Oak Park Ave, Suite 203, Oak Park, IL 60301,
[REDACTED]



PHILIP BARASH
BRAND STRATEGY ADVISOR

Philip Barash is a brand strategy advisor at Ummo. He focuses on building resonant and authentic brand experiences. An accomplished writer, curator, and placemaker, Philip guides clients in envisioning and defining the essence of their brand, building public consensus, and developing editorial and visual applications.

As an expert in place-based branding and activation strategies, Philip has worked with institutions including the National Park Service, Barack Obama Foundation, and Chicago Architecture Center. He served as a fellow at the Boston Foundation, where he leads philanthropic support of the public realm. Philip also serves on the board of directors of the International Downtown Association (IDA.) He writes frequently for design and culture publications.

EDUCATION

University of Chicago
Master of Arts in Interdisciplinary Humanities

University of Detroit Mercy
Bachelor of Arts and Culture, Strategic Arts Marketing

PROFESSIONAL AFFILIATIONS

Board of Directors; International Downtown Association
Vice-Chair, Arts and Planning Division, American Planning Association

ACADEMIC POSITIONS

Faculty, City Planning and Urban Affairs, Boston University
Guest Critic, Harvard Graduate School of Design

Frederick Law Olmsted Bicentennial Brand, Boston, MA; August 2020 - April 2022

As Olmsted's 2022 Bicentennial approached, a broad consortium of parks and community organizations invited Ummo to help rethink the meaning and value of Olmsted's legacy for the next generation. Ummo created a brand that showcased Olmsted's values and how they can be relevant today.

Reference: Veronika Trufanova, 125 Fenway, Boston, MA 02115, [REDACTED]

Village of Oak Park Civic Brand; Oak Park, IL; 2017 - 2018

Ummo reimagined what Oak Park will be to Oak Parkers of the future. To find a common language in which to speak about the community, we worked with seven municipal stakeholders. We created surprising visual and verbal mashups that both built on Oak Park's legacy and modern amenities.

Reference: Cameron Gearen, 2 [REDACTED]

LABOR CATEGORY

Professionals

SELECTED AWARDS

Anthem Awards for
OlmstedNow: identity and
website for inclusive public
spaces

Category: Diversity, Equity,
& Inclusion - Best Local
Community Engagement, 2022

JOHN BARREE, P.P., AICP, LEED Green Associate**PRINCIPAL PLANNER****PROFESSIONAL EXPERIENCE**

- Principal Planner, Heyer, Gruel & Associates, January 2019 - Present
- Senior Planner, Heyer, Gruel & Associates, February 2016 – December 2018
- Assistant Planner, Township of Middletown, NJ, November 2012 - January 2016
- Planning Intern, Somerset County, NJ June 2010 - October 2012

TECHNICAL SKILLS

MS Office Suite, Adobe InDesign, ArcGIS ArcMap (Spatial Analyst and Community Analyst Extensions), conversational fluency in Spanish

PROFESSIONAL ACTIVITIES

- American Planning Association NJ Chapter Executive Committee - Professional Development Officer for Exam Preparation
- New Jersey Professional Planners License #6270
- American Institute of Certified Planners #027057
- LEED Green Associate GBCI #11191612
- American Planning Association (NJ Chapter)

EDUCATION

- Master of City and Regional Planning, Transportation Planning, Edward J. Bloustein School of Planning and Public Policy, Rutgers University
- B.A. in History from Rutgers University, Phi Beta Kappa

Mr. Barree has experience working in municipalities throughout New Jersey representing planning and zoning boards and providing a full scope of planning services. Mr. Barree has experience conducting community outreach and preparing land use and zoning ordinances, master plans, and redevelopment plans. He has strong written and verbal communication skills and regularly appears before Planning and Zoning Boards and Governing Bodies. As a member of the APA NJ Executive Committee, Mr. Barree organizes and is the principal instructor of a biannual professional planner exam preparation class.

REPRESENTATIVE PROJECTS**Lincoln Park South Gateway Redevelopment Plan, 2019 - City of Newark**

Mr. Barree was the project manager and lead author of a redevelopment plan for the neighborhood south of Lincoln Park in the City of Newark. The preparation of the Plan included extensive public outreach and field work to identify key opportunity sites and a progressive approach to revitalizing this distressed portion of the City. Key concepts in the Plan include eliminating mandatory parking minimums, sustainable design requirements, and community benefit and equity elements.

Village of Ridgewood Master Plan

Mr. Barree is currently the project manager for the comprehensive master plan of the Village of Ridgewood. He is leading a team of five other professionals in the development of the Village's new master plan, which will include nine distinct elements.

Atlantic County Master Plan, 2017

Mr. Barree was the project manager for the development of a new master plan for Atlantic County funded by a Post-Sandy Planning Grant. He was involved in all aspects of the drafting and preparation of the Land Use Element, Sustainability and Resiliency Element, Open Space and Recreation Plan, and Farmland Preservation Plan.

Redevelopment Studies and Plans

Mr. Barree is well versed in the Local Redevelopment and Housing Law and has prepared numerous Redevelopment Investigations and Redevelopment Plans. These studies and plans have included public outreach components and testimony before Planning Boards and Municipal Governing Bodies. Past and present clients include the City of Newark, City of Paterson, Township of Morris, Township of Rochelle Park, Borough of Sayreville, and Township of Evesham.

Zoning and Land Use Ordinance Preparation

Mr. Barree has prepared discrete zoning and land use ordinance amendments as well as complete ordinance re-writes for municipal clients including Township of Rochelle Park and the Borough of Sayreville. This ordinance work has focused on streamlining process, modernizing land use standards, and implementing sustainable and modern design elements.

Planning and Zoning Board Representation

Mr. Barree is currently acting as the planner for several planning boards and zoning boards of adjustment. He prepares review memoranda for the Boards, attends public hearings, and advises Board members. Current appointments include:

- City of Newark, Central Planning Board
- Borough of Sayreville, Zoning Board of Adjustment
- Township of Rochelle Park, Planning Board and Zoning Board of Adjustment
- Borough of Milltown, Combined Planning Board

Expert Planning Testimony and Reports

Mr. Barree has appeared before Planning and Zoning Boards to provide testimony as a qualified expert in planning on behalf of public and private sector clients. Mr. Barree has also been qualified as an expert in professional planning in New Jersey Superior Court. In addition, Mr. Barree has prepared planning reports for condemnation matters, federal wireless communications cases, and Board applications.

ELENA GABLE, P.P., AICP, CFM

PRINCIPAL PLANNER / GIS SPECIALIST

PROFESSIONAL EXPERIENCE

- Principal Planner / GIS Specialist, Heyer, Gruel & Associates, January 2019 - Present
- Associate Planner/GIS Specialist, Heyer, Gruel & Associates, May 2016 – December 2018
- GIS Specialist/Assistant Planner, Heyer, Gruel & Associates, May 2012 – May 2016
- GIS Intern- Atlantic County Department of Planning: Office of GIS- January 2012 - May 2012

TECHNICAL SKILLS

ArcGIS, GoogleEarth, MS Office

AWARDS & ACKNOWLEDGEMENTS

- 2nd Place at the MACURISA 2012 Convention Poster Competition, "A Profile of Food Services in Atlantic County"
- Received the Geographic Information Systems Academic Certificate in May 2012

PROFESSIONAL ACTIVITIES

- New Jersey Professional Planner License #6356
- American Institute of Certified Planners #029630
- Member of the New Jersey Chapter of the American Planning Association
- Member of the Association of State Floodplain Managers
- Member of the New Jersey Geographic Information Network
- Member of the New Jersey Association of Floodplain Managers

EDUCATION

- Professional Science Masters, Environmental Science, Stockton University, Program Distinction
- Bachelor of Science, Environmental Science, Stockton University

Ms. Gable is a Principal Planner and GIS Specialist for Heyer, Gruel & Associates. She holds a bachelor's degree in environmental science and Professional Science Masters in Environmental Science from Stockton University. She has extensive expertise in geographic information systems and environmental planning.

REPRESENTATIVE PROJECTS

Open Space and Recreation Plans

Ms. Gable has assisted with the preparation of Open Space and Recreation Plans for both counties and municipalities. She ensures the plans are prepared in accordance with NJDEP Green Acre Standards and participates in the extensive public outreach initiatives during the planning processes. She has prepared the Open Space and Recreation Plan for Atlantic County, Washington Borough (Warren County), and Harding Township. Ms. Gable has also prepared Recreation and Open Space Inventories (ROSI) and Natural Resource Inventories (NRI) for municipalities.

Master Plans and Master Plan Reexaminations/Revisions

Ms. Gable has been involved in numerous Master Plan Reexamination and Revision reports throughout the state. Her analysis has included demographics, population density, land use, environmental factors, and zoning. The following are representative projects:

- Township of Hardwick
- City of Paterson
- Atlantic County
- Hardyston Township
- Bordentown Township
- Borough of Island Heights

Farmland Preservation

Ms. Gable assisted with the preparation of comprehensive Farmland Preservation Plans for communities throughout New Jersey. She has a thorough understanding of the SADC guidelines and regulations for Municipal and County Plans. She has prepared Farmland Preservation Plans for Atlantic County, Pohatcong Township, Harmony Township, and Millstone Township.

Grant Applications

Ms. Gable assisted the Town of Harrison (Hudson County) with the preparation and submission of several grant applications for the acquisition of waterfront properties that will be incorporated into the proposed Waterfront Walkway and park system along the Passaic River. To date, the Town has received grant funding from Hudson County, NJDEP Green Acres and the NJDEP Office of Natural Resource Restoration for acquisition and park development.

Resiliency Planning

Ms. Gable assisted with the creation of multiple plans prepared under the Post Sandy Planning Assistance Grant Program. Ms. Gable conducted research, site visits, and GIS maps illustrating existing land use/zoning and environmental features. The following are example projects:

- Woodbridge Township Post-Sandy Strategic Recovery Planning Report
- Atlantic County Post-Sandy Strategic Recovery Planning Report
- Woodbridge Township Post-Sandy Phase II Neighborhood Plans
- Atlantic County Post-Sandy Phase II- Master Plan

Affordable Housing

Ms. Gable has prepared Housing Elements and Fair Share Plans, Spending Plans, ordinance revisions and vacant land analyses. The VLAs utilize GIS to inventory vacant land that is exclusive of environmental features, historic properties, non-sewered areas and preserved land. Her analyses are used in determining appropriate sites for potential inclusionary developments.

Site Plan and Design Review

Ms. Gable has reviewed site plans and design proposals for development applications in a number of municipalities throughout New Jersey, including the Borough of Washington (Warren), Hope Township, Union City, Town of Harrison, Millstone Township, and East Amwell Township.



David Hippel, E.I.T.
Structural Inspection
NJ Labor Category: Professionals

Mr. Hippel is a Transportation/Structural Engineer and Bridge Inspector with more than 25 years of experience. As a bridge inspector, Mr. Hippel has been heavily involved in the inspection of over

1,000 bridges during the course of his career. He is an open water diver, certified by the Professional Association of Diving Instructors (PADI) and has performed over 200 underwater bridge inspections.

Education

BS, Structural Design & Construction Engineering Technology, 1991

SI&A Training Seminar, 1995

FHWA Bridge Inspector Training Course

FHWA #130053 Bridge Inspector Refresher Course (2017)

FHWA #130092 Fundamentals of LRFR and Applications of LRFR for Bridge Superstructures (2013)

Professional Certifications

EIT (Engineer-In-Training)

NJTA A3652 PC&S Retaining Wall & Noise Barrier Inspection - South; 2018; Team Leader for the inspection of 58 retaining walls and sound barriers as a part of the Turnpike Authority's Bridge Inspection Program. The inspection portion of the project consisted of the evaluation of the overall condition of the retaining walls and sound barriers and to document any deterioration found. An inventory of each structure was also performed. The inventory included location, length, height, structure type as well as other pertinent information. An InspecTech report was also generated for each structure in accordance with NJTA standards. Underwater inspections were also performed by Churchill personnel on 3 structures requiring underwater evaluations. Responsible for the supervision of a field inspection team, generating a report of findings utilizing the NJTA's InspecTech Bridge Inspection Software, preparing priority repair letters and recommendations for repair, as well as cost estimates and rating calculations. Also responsible for the evaluation of each structure for highway safety and geometry. Updated Structure, Inventory, and Appraisal sheets in conformance with FHWA and NJTA requirements.

Reference: NJTA, King Lee [REDACTED]

Address: 1 Turnpike Plaza, Woodbridge, NJ 07095

NJDOT TP242 Inspection of 74 Morris County Bridges, Group 14D9;

2018-2020; Team Leader for this bridge inspection project which included the inspection of 74 NBIS bridge inspections. The inspection portion of the project consisted of the evaluation of the overall condition of the deck, superstructure and substructure and documentation of any deterioration found. Several of the structures required an in-depth and "hands-on" inspection of fracture critical

members and fatigue sensitive details. Many of the structures required coordination with railroad agencies including obtaining right of entry permits and coordinating with railroad flagman. LRFR and Load Factor Rating Calculations were performed as required. Any measured section loss noted during the field inspection was incorporated into the rating calculations. Responsible for performing NBIS inspections in addition to preparing reports, priority repair letters, construction cost estimates, and load rating calculations. Also responsible for updating Structure, Inventory, and Appraisal sheets in conformance with FHWA and NJDOT requirements.

Reference: NJDOT, Nirav Patel [REDACTED]

Address: 1035 Parkway Avenue Trenton, NJ 08625

NJDOT TP203 Inspection of 63 State Bridges, Group T19D;

2018-2019; Assistant Team Leader for this bridge inspection project which included the NBIS inspection of 63 State Bridges. The inspection portion of the project consisted of the evaluation of the overall condition of the deck, superstructure and substructure and documentation of any deterioration found. Several of the structures required an in-depth and "hands-on" inspection of fracture critical members and fatigue sensitive details. Many of the structures required coordination with railroad agencies including obtaining right of entry permits and coordinating with railroad flagman. LRFR and Load Factor Rating Calculations were performed as required. Any measured section loss noted during the field inspection was incorporated into the rating calculations. Assisted in performing NBIS inspections in addition to preparing reports, priority repair letters, construction cost estimates, and load rating calculations. Also assisted with updating Structure, Inventory, and Appraisal sheets in conformance with FHWA and NJDOT requirements.

Reference: NJDOT, Harjit Singh Bal, PE [REDACTED]

Address: 1035 Parkway Avenue Trenton, NJ 08625

NJDOT TP162 Inspection of 29 NJ Transit Bridges, Group R18E;

2017; Team Member for this bridge inspection project which included the inspection of 29 NBIS bridge inspections. The inspection portion of the project consisted of the evaluation of the overall condition of the deck, superstructure and substructure and documentation of any deterioration found. Several of the structures required an in-depth and "hands-on" inspection of fracture critical members and fatigue sensitive details. Many of the structures required coordination with railroad agencies including obtaining right of entry permits and coordinating with railroad flagman. LRFR and Load Factor Rating Calculations were performed as required. Any measured section loss noted during the field inspection was incorporated into the rating calculations. Duties included assisting with NBIS inspections, reports, priority repair letters, and load rating calculations. Also assisted with updating Structure, Inventory, and Appraisal sheets and PONTIS in conformance with FHWA and NJDOT requirements.

Reference: NJDOT, Imran Ahmad [REDACTED]

Address: 1035 Parkway Avenue Trenton, NJ 08625

NJDOT TP126 Inspection of 50 Railroad Bridges, Group R17B

(1st Cycle); 2017; Team Leader for the NBIS Inspection of 50 Railroad Bridges. The inspection portion of the project consisted of the evaluation of the overall condition of the deck, superstructure

and substructure and documentation of any deterioration found. Several of the structures required an in-depth and "hands-on" inspection of fracture critical members and fatigue sensitive details. Many of the structures required coordination with railroad agencies including obtaining right of entry permits and coordinating with railroad flagman. LRFR and Load Factor Rating Calculations were performed as required. Any measured section loss noted during the field inspection was incorporated into the rating calculations. Responsible for performing NBIS inspections in addition to preparing reports, priority repair letters, construction cost estimates, and load rating calculations. Also responsible for updating Structure, Inventory, and Appraisal sheets in conformance with FHWA and NJDOT requirements.

*Reference: NJDOT, Imran Ahmad [REDACTED]
Address: 1035 Parkway Avenue Trenton, NJ 08625*

NJDOT TP956 Inspection of 62 Bergen County Bridges, Group 02F4 (1st Cycle and 2nd Cycle); 2016; Team Member for the NBIS Inspection of 62 Bergen County Bridges. The project consisted of the evaluation of the overall condition of the deck, superstructure and substructure and documentation of any deterioration found. Additionally, streambed soundings and probings were completed to check for scour and to determine the relationship of the channel bottom to footings. Several of the structures required an in-depth and "hands-on" inspection of fracture critical members and fatigue sensitive details. Responsible for performing NBIS inspections in addition to assisting with the preparation of reports, priority repair letters, construction cost estimates, and load rating calculations. Also responsible for assisting with updating Structure, Inventory, and Appraisal sheets and NBE in conformance with FHWA and NJDOT requirements.

*Reference: NJDOT, Ayo Oshilaja [REDACTED]
Address: 1035 Parkway Avenue Trenton, NJ 08625*

NJDOT TP957 Inspection of 67 Bergen County Bridges Group 02E4 (2nd Cycle); 2016; Team Member for the NBIS Inspection of 67 Bergen County Bridges. The project consisted of the evaluation of the overall condition of the deck, superstructure and substructure and documentation of any deterioration found. Additionally, streambed soundings and probings were completed to check for scour and to determine the relationship of the channel bottom to footings. Several of the structures required an in-depth and "hands-on" inspection of fracture critical members and fatigue sensitive details. Responsible for performing NBIS inspections in addition to assisting with the preparation of reports, priority repair letters, construction cost estimates, and load rating calculations. Also responsible for assisting with updating Structure, Inventory, and Appraisal sheets and NBE in conformance with FHWA and NJDOT requirements.

*Reference: NJDOT, Ayo Oshilaja [REDACTED]
Address: 1035 Parkway Avenue Trenton, NJ 08625*

NJDOT TP957 Inspection of 67 Bergen County Bridges Group 02E4 (1st Cycle); 2014; Churchill was retained by the NJDOT to perform the NBIS Inspection of 67 Bergen County Bridges. The inspection portion of the project consisted of the evaluation of the overall condition of the deck, superstructure and substructure and documentation of any deterioration found. Additionally, streambed soundings and probings were completed to check for scour and to

determine the relationship of the channel bottom to footings. Federally mandated Structure, Inventory, and Appraisal sheets and PONTIS were updated in conformance with FHWA and NJDOT requirements.

*Reference: NJDOT, Ayo Oshilaja [REDACTED]
Address: 1035 Parkway Avenue Trenton, NJ 08625*

NJDOT TP926 Inspection of 62 Somerset County Bridges, Group 18B3, (1st Cycle and 2nd Cycle); 2015; Churchill was retained by the NJDOT for this bridge inspection project which included 62 NBIS bridge inspections and 2 fracture critical bridges. The inspection portion of the project consisted of the evaluation of the overall condition of the deck, superstructure and substructure and documentation of any deterioration found. Additionally, streambed soundings and probings were completed to check for scour and to determine the relationship of the channel bottom to footings. Federally mandated Structure, Inventory and Appraisal sheets and PONTIS were updated in conformance with FHWA and NJDOT requirements.

*Reference: NJDOT, Mahesh K. Patel [REDACTED]
Address: 1035 Parkway Avenue Trenton, NJ 08625*

NJDOT TP006 Inspection of 58 Atlantic County Bridges, Group 01D5 (1st Cycle and 2nd Cycle); 2016-2018; Team Member for this bridge inspection project which included 58 NBIS bridge inspections and 4 fracture critical bridges. The inspection portion of the project consisted of the evaluation of the overall condition of the deck, superstructure and substructure and documentation of any deterioration found. Additionally, streambed soundings and probings were completed to check for scour and to determine the relationship of the channel bottom to footings. Duties included assisting with NBIS inspections, reports, priority repair letters, and load rating calculations. Also assisted with updating Structure, Inventory, and Appraisal sheets and PONTIS in conformance with FHWA and NJDOT requirements.

*Reference: NJDOT, Hossein Abedini [REDACTED]
Address: 1035 Parkway Avenue Trenton, NJ 08625*

NJTA T3500 2014 Turnpike Authority Bridge Inspection Program - Part B; 2014; Team Leader for the NBIS inspection of 77 bridges and the in-depth underwater inspection and evaluation of 8 bridges as a part of the Turnpike Authority's Bridge Inspection Program. The inspection portion of the project consisted of the evaluation of the overall condition of the deck, superstructure and substructure and documentation of any deterioration found. Additionally, streambed soundings were completed to check for scour and to determine the relationship of the channel bottom to footings. Responsible for the supervision of a field inspection team, generating a report of findings utilizing the NJTA's InspectTech Bridge Inspection Software, preparing priority repair letters and recommendations for repair, as well as cost estimates and rating calculations. Also responsible for the evaluation of each structure for highway safety and geometry. Updated Structure, Inventory, and Appraisal sheets in conformance with FHWA and NJTA requirements.

*Reference: NJTA, Ana Tatoris [REDACTED]
Address: 1 Turnpike Plaza, Woodbridge, NJ 07095*

EDUCATION:

Bachelor of Science, Surveying,
 New Jersey Institute of Technology

PROFESSIONAL STATUS:

Licensed Professional Land Surveyor:

NY: #050758
 NJ #24GS04326800
 PA #SU075492

YEARS OF EXPERIENCE:

AmerCom : 20 Other firms: 0

TRAINING/CERTIFICATIONS:

USDOT – FAA Remote Pilot Cert #4099621
 Photogrammetric Mapping Standards and Best Practices for UAS Operators – 2019
 ALTA/NSPS Land Title Surveys – 2019
 FEMA Elevation Certificates, Letter of Map Change (LOMA & LOMR-F) – 2017
 FEMA/NFIP Background, Flood Maps, Zone A Areas, Finding BFEs – 2017
 Bathymetric Surveying – 2017
 Easements and Rights of Way – 2016

AFFILIATIONS:

NJ Society of Professional Land Surveyors

EXPERIENCE:

Mr. Gwisczcz has over 20 years of experience in right-of-way and surveying (land, aerial and bathymetric). Throughout his career as a professional land surveyor, he has been responsible for the planning and design of surveys and right-of-way documents ranging for major roadway and bridge improvement projects throughout NJ for the NJTA, NJDOT, SJTA, PANYNJ, NJ Transit and other agencies. Select projects he has worked on at AmerCom include:



US Department of the Interior – AE Services Old Mine Road Delaware Water Gap National Recreation Area – Responsible for establishing the survey control network at 500' intervals using traditional survey methods along three segments totaling 6.1 miles. Obtained planimetric features including utilities, tree sizes, cross-sections. Produced a DTM at 1 contours along with a survey baseline in AutoCad per National Park Service Standards. (2018-2020) Client Contact: Josh Hooper, HDR Project Manager [REDACTED]

Borough of Metuchen – TA-2018 Grove Avenue Bike Lane-00067 – Responsible for the survey for use in preliminary engineering to extend the existing bike lane network 1.5 miles in

Metuchen. Work included establishing two control monuments, topographic survey and field edit of aerial mapping, and preparation of base maps in MicroStation using MR SIDS files. (2020-2022) Client Contact: Denise daCunha, NV5 Supervising Engineer, 800 Lanidex Plaza, Suite 300, Parsippany, NJ, 07054 [REDACTED]

NJ Transit – Contract No. 16-037, Task Order Contract: Architecture/Engineering Services, AR No. 7, Survey Northern Bus Garage, Locations 1 through 4 – Task Leader & Crew Chief for topographic survey, mapping and preparation of Right-of-Way documents for each of the 4 locations in Ridgefield Park, NJ. Locations 1 and 2 were approximately 33 and 23 acres respectively. Utilized a combination of ground and aerial survey to complete the tasks. (2019) Client Contact: Joseph Russo, NJ Transit Project Manager, One Penn Plaza East, Newark, NJ 07105, [REDACTED]

NJ Turnpike Authority – OPS P3695 PNC Arts Center Improvements – Responsible for establishing survey controls and base mapping. (2018-2019) Client Contact: Lisa Navarro, NJTA Project Manager, 1 Turnpike Plaza, Woodbridge, NJ 07095 [REDACTED]

NJ Turnpike Authority – OPS A3679 General Engineering Services-Vince Lombardi Service Area Water & Gas Main – Responsible for establishing survey controls and base mapping. (2019-2020) Client Contact: Lisa Navarro, NJTA Project Manager, 1 Turnpike Plaza, Woodbridge, NJ 07095 [REDACTED]

NJ Turnpike Authority – OPS A3592 On-Call Water & Wastewater Systems - NJ Tnpk Service Area 3S Force Main – Responsible for establishing survey controls and base mapping. (2019-2020) Client Contact: Vincent Mignella, NJTA Project Manager, 1 Turnpike Plaza, Woodbridge, NJ 07095 [REDACTED]

NJ Department of Transportation – Route 23 over Mill Brook – Responsible for all survey and mapping work for a study to replace the bridge. Work included stream surveys through the project limits. (2022) *Client Contact:* Viktoriya Matchin, NJDOT Project Manager, 1035 Parkway Avenue, Trenton, NJ 08625 (██████████)

NJ Turnpike Authority – OPS T3781 FD & Permitting Tremley Point Connector Road – Responsible for Bathymetric surveys in the Rahway River, establishment of survey controls and topographic mapping for this \$200 million new roadway and bridge spanning the Rahway River. (2020-2021) *Client Contact:* Ann Sinegra, NJ TA Project Manager, 1 Turnpike Plaza, Woodbridge, NJ 07095 (██████████)

NJ Turnpike Authority – OPS T3634 Newark Bay Hudson County Extension Study – This study was conducted to replace almost 9 miles of the heavily traveled Hudson County Extension for a cost of over \$1 Billion. Responsible for establishment of survey control network through the entire corridor. Established aerial mapping controls for low level photogrammetry. Also completed extensive ROW research and field survey to establish the existing ROW and property mosaic through the corridor limits. (2018-2021) *Client Contact:* Lisa Navarro, NJTA Project Manager, 1 Turnpike Plaza, Woodbridge, NJ 07095 (██████████)

NJ Turnpike Authority – OPS P3672 GSP Bridge Superstructure Replacement, MP 106.3 – 106.5 (3 Bridges) – Responsible for establishment of survey controls, topographic mapping and survey of 3 multi-span bridges, superstructure and substructures, along the Garden State Parkway for this \$15 million superstructure replacement project. Also responsible for low level aerial photogrammetry using drone. (2020-2021) *Client Contact:* Bill Wilson, NJTA Project Manager, 1 Turnpike Plaza, Woodbridge, NJ 07095 (██████████)

NJ Department of Transportation – U.S. Route 206 over Drakes Brook – Superstructure Replacement, Morris County, NJ – This project involved the design and production of contract plans, specifications and estimate for the superstructure replacement with substructure modifications (bridge seats and backwalls) utilizing Accelerated Bridge Construction techniques. Responsible for the survey and R.O.W. within the entire project limits. (2017-2018) *Client Contact:* Kunal Kaushal, NJDOT Project Manager, 1035 Parkway Avenue, Trenton, NJ 08625 (██████████)

AMTRAK - Hamilton NJ Substation – Responsible for topographic mapping, survey and Right-of-Way for design of a new electrical substation along AMTRAK's Northeast Corridor Line. Work included base line survey, track profiles, track cross-sections, catenary location and clearance survey, topographic survey of the adjacent properties where substation is to be built, wetland surveys and establishment of property corners. (2010-2011) *Client Contact:* Peter Llyod, HNTB Project Manager, 300 Apollo Drive, 1st Floor, Chelmsford, MA 01824 (██████████)

NJ Transit – Contract No. 13-007, Task Order Contract: Bridge and Railway Engineering, AR No. 9 –Brielle Drawbridge on North Jersey Coastline MP 36.09, Brielle and Point Pleasant, NJ – Responsible for topographic survey, mapping and establishing Right-of-Way on both sides of the Manasquan River. Work included establishing horizontal and vertical controls; field edit and producing survey report. (2015) *Client Contact:* Jim Galvin, NJ Transit Project Manager, One Penn Plaza East, Newark, NJ 07105 (██████████)

NJ Department of Transportation – U.S. Route 202 Bridge Replacement over the Passaic River between Somerset and Morris Counties, NJ – This project involved the design and production of complete contract plans, specifications and estimate for the final submittal and construction of this bridge utilizing ABC techniques. Responsible for the survey and R.O.W. within the entire project limits. (2011-2012) *Client Contact:* Kunal Kaushal, NJDOT Project Manager, 1035 Parkway Avenue, Trenton, NJ 08625 (██████████)

NJ Department of Transportation – Washington Tnpk, Bridge over W Br Wading River – Completed survey, mapping and preliminary ROW documents across 0.5 miles along Washington Turnpike for this bridge replacement project which runs through the NJ Pine Barrens in Washington Township, N.J. (2014-2016) *Client Contact:* John McCleery, NJDOT Project Manager, 1035 Parkway Avenue, Trenton, NJ 08625 (██████████)

NJ Department of Transportation – Route 1&9T/New Road St. Paul's Avenue to Secaucus Road over Norfolk Southern Railroad Yards, Jersey City, Hudson County - Responsible for all survey and mapping for design of a new \$200 million arterial connector roadway and viaduct over Norfolk Southern Rail Yards and County Road. Work includes preparation of all mapping, ROW and supplemental survey that includes a topographic survey, base line survey, profiles and highway cross sections extending approximately 2 miles. Prepared ROW documents as per NJDOT standards involving impacts to 82 lots. (2012-2022) *Client Contact:* Nirmin Nasef, NJDOT Project Manager, 1035 Parkway Avenue, Trenton, NJ 08625 (██████████)

EDUCATION:

Bachelor of Science, Rutgers University School of Engineering, Civil Engineering, 2008

PROFESSIONAL STATUS:

Licensed Professional Engineer:

NJ: #24GE05714400

NY: #105032-01

YEARS OF EXPERIENCE:

AmerCom : 15 Other Firms: 0

TRAINING/Certifications:

Pile Dynamics, Inc. - Wave Equation Analysis of Piles using GRLWEAP14

Pile Dynamics, Inc. - Integrity Testing of Concrete Foundations by Low Strain Dynamic Testing

ASCE Geotechnical Institute - Ground Improvement Case Studies using Controlled Modulus Columns

Nucor Skyline - Accelerated Construction with Sheet Pile Bridge Abutments

Nicholson Construction Company - Anchor Use Variations

EXPERIENCE:

Mr. Patel has over fifteen (15) years of geotechnical engineering experience specializing in foundation design and subsurface investigations. He has developed and directed numerous subsurface exploration programs, preparation of soils engineering reports and led teams completing foundation and pavement designs for various highway and bridge projects throughout the region (NJ and NY). He has directed the designs of many different foundation types utilizing the latest software: spread footings, tiebacks, augered piles, driven piles (H, pipe), pre-stressed concrete piles, drilled shafts (various sizes), steel sheeting, cofferdams, CMCs, MSE Walls and others. He is experienced with all DOT and NJ Turnpike designs which require LRFD designs while MTA RR projects utilize AREMA and allow ASD Design. Select projects he has worked on and directed the geotechnical engineering at AmerCom include:



Morris County – NYS&W Bicycle & Pedestrian Shared Use Path – Project Manager responsible for the geotechnical work for the final design of this 4.8 mile shared-use path from River Drive in Pequannock Township to Mountain View Train Station in Wayne Township, NJ. The path will serve as a transportation and recreational facility for residents and visitors to the area parks and transit. Directed the geotechnical subsurface investigation, coordinated the laboratory testing of soil samples, and reviewed the boring logs for 11 soil borings. The project incorporated “green” concepts including porous pavement and the southern boardwalk section over wetlands. Prepared the geotechnical foundation report for the Packanack Brook bridge replacement and alternatives and recommendations for the boardwalk section including at-grade, dual timber support and mono-pile supported boardwalk. Currently overseeing the construction support services for the geotechnical work including review of shop and working drawings, pile driving equipment, test pile inspection, and review of PDA and CAPWAP submittals. (2016-present) *Client Contact: Andrew Muldowney, NV5 Director, Highways, 800 Lanidex Plaza, Suite 300, Parsippany, NJ, 07054*

Delaware Valley Regional Planning Commission – Delaware River Heritage Trail – Engineer responsible for performing geotechnical field work for a new 20-mile multiuse recreational trail along the Delaware River. Work included inspection of borings, preparation of boring logs, development of soil profiles, lab testing of soil samples and support for the preparation of a geotechnical engineering report with foundation recommendations for trail stability, boardwalks in the Delaware River, and culvert extensions. (2007-2008) *Client Contact: Bettina Zimny, NV5 Project Manager, 800 Lanidex Plaza, Suite 300, Parsippany, NJ, 07054*

Cape May - Sunset Boulevard Improvements – Deputy Project Manager responsible for the geotechnical engineering and pavement design services for approximately 2 miles of Sunset Boulevard connecting Cape May City to Cape May Point Borough. The proposed work will improve the pavement rideability to facilitate safe bicycle and pedestrian usage alongside motorists. Corridor improvements will also upgrade substandard elements and bring the roadway into compliance with current design standards as well as address stormwater ponding issues. Responsible for developing and coordinating the subsurface investigations, review of boring logs, pavement design and geotechnical

engineering on this project., Developed pavement rehabilitation alternatives for existing pavements and full depth pavement designs for new pavement and performed a life cycle cost analysis to determine the optimum approach for pavement rehabilitation alternatives. (2018-2019) *Client Contact: Dale Foster, Cape May County Engineer, 4 Moore Road, Cape May Court House, NJ, 08210* [REDACTED]

NJ Turnpike Authority – OPS P3461 GSP South Facilities Improvement Program Maintenance Districts – Deputy Project Manager responsible for directing all geotechnical related work to improve five Maintenance facilities that included Swainton, White Horse, Ocean, Herbertsville, and Bass River. Improvements include new buildings, maintenance storage buildings, salt storage sheds, magnesium chloride pads, brining station pads, fuel tank pads, trailer pads, transformer pads, oil/water separator pads, light standard foundations, and SWM facilities. Developed the geotechnical subsurface investigation, coordinated the soil boring operations and laboratory testing of soil samples, reviewed the soil boring logs and soil classification, and compiled field data, supervised the settlement analysis, alternative analysis for various foundation options and prepared the various geotechnical foundation reports for the proposed work. Oversaw the construction support services for the geotechnical work. (2013-2016) *Client Contact: Drew Markewicz, NV5 Project Manager, 800 Lanidex Plaza, Suite 300, Parsippany, NJ, 07054* [REDACTED]

NJ Department of Transportation - Secaucus Maintenance Facility Project No. T0544-00 – Project Manager responsible for directing all geotechnical related work to restore the functionality of the NJDOT Secaucus Maintenance Yard, a 2.28 acre site, through renovation of existing facilities, construction of a new 5,500 square foot maintenance crew building, three bay vehicle storage facility with raised mezzanine, and provide additional capabilities including a 500 ton salt storage shed, anti-icing facilities, gasoline and diesel refueling station, and backup generator. The grade will be raised to elevate the buildings 1 foot above the current flood elevations. Developed the geotechnical subsurface investigation, coordinated the soil boring operations and laboratory testing of soil samples, reviewed the soil boring logs and soil classification, and compiled field data, supervised the settlement analysis, alternative analysis for various foundation options and prepared the various geotechnical foundation reports for the proposed work. Currently overseeing the construction support services for the geotechnical work including review of shop and working drawings, pile driving equipment, and review of Dynamic Pile Testing and CAPWAP Report submittals. (2017-2022) *Client Contact: Duc Vuong, NV5 Project Design Architect, 800 Lanidex Plaza, Suite 300, Parsippany, NJ, 07054* [REDACTED]

MTA LIRR – Contr. #6121 – Design/Build Johnson Ave. Yard Reconfiguration, Jamaica, Queens, New York – Field Inspector/Engineer for all geotechnical related work for this design-build project in the vicinity of New Track JY3 and Future Track F2 which required approximately 1430' of concrete retaining walls, a 310' long relieving platform and new high tower lighting supported on piles. Developed the geotechnical subsurface investigation, procured soil boring contractor, and inspected and compiled all soil data obtained from the field, assisted in the design and installation of micropiles to support the platforms within the tight constraints of the area. (2014-2016) *Client Contact: Aaron M. Ruccio, Stantec Project Manager, 475 Fifth Ave, 12th floor, New York, NY 10017* [REDACTED]

MTA LIRR – Contr. #6240 – Design/Build Services for LIRR Expansion Project from Floral Park to Hicksville, Queens, New York – Project Manager responsible for directing all geotechnical work including soil boring and lab testing operations for this \$2.6 Billion design-build project adding 10 miles of new third track along LIRR in Nassau County. Assisted in the development of geotechnical subsurface investigation, supervised all soil boring operations, lab testing, and compiling field data for the various geotechnical foundation reports for the proposed bridges, retaining walls, parking garages, and rail station platforms all within the tight constraints of the RR corridor. Also served as the lead field inspector during the installation/construction of these foundations. (2018-2022) *Client Contact: Anthony Tufano, MTA-LIRR Project Manager, 900 Merchants Concourse, Suite 210, Westbury, NY 11590* [REDACTED]

MTA MNR – Contract #1000087075 - Engineering Services for the Rehabilitation of Grand Central Terminal Train Shed – Project Manager directing the geotechnical investigations and foundation evaluations of the existing substructure elements. Obtained, evaluated, and performed laboratory testing on geotechnical borings and concrete cores. Provided a Geotechnical Data Report addressing the investigation methodology and findings. Assisted in the geotechnical analysis of the existing structure for four seismic zone areas providing checks for bearing resistance, eccentric load limitations and sliding as per AASHTO LRFD Bridge Specifications (2020) for Strength Limit State and Extreme Limit State. (2018-2022) *Client Contact: Aaron M. Ruccio, Stantec Project Manager, 475 Fifth Ave, 12th floor, New York, NY 10017* [REDACTED]



Himanshu Parmar, CEP

Senior Cost Estimator (First Level Official/Manager)

With seventeen years of cost estimating experience, Himanshu Parmar has experience working with a variety of public and private institutions for clients across New York, New Jersey, and Pennsylvania. A skilled multi-tasker, Himanshu also leads a team of qualified cost estimators to provide a range of services, ensuring a great quality project and client satisfaction for every project he takes on. His extensive experience in developing conceptual and feasibility cost model estimates while utilizing historic benchmark information coupled with his experience in the A/E/C industry have allowed him to prepare complete early-stage estimates, create QA/QC models, and communicate with clients, owner representatives, contractors, and suppliers to provide cost data.

Selected Project Experience:

- **NJ DPMC Fire Alarm System Upgrade Richard J. Hughes Justice Complex,** Trenton, NJ- Project Dates: 01/21-Ongoing / Reference: Becht Engineering BT / Contact: Timothy M. Conlon / Role: Division Manager / Phone: 800 772 7991 [REDACTED] Email: [REDACTED]
- **NJT Wayne Bus Garage Improvements Fire Alarm,** Wayne, NJ- Project Dates: 06/22-Ongoing / Reference: STV Incorporated / Contact: Jeffrey Messinger / Role: Vice President / Phone: [REDACTED]
- **NJ DPMC Hunterdon Developmental Center Roof Replacements Cottages 12, 13 & 16,** Clinton, NJ- Project Dates: 7/20-12-20 / Reference: NV5 – Architecture PC / Contact: Abner Macaro / Role: Project Manager / Phone: [REDACTED] Email: Abner. [REDACTED]
- **NJ DPMC DOT Bordentown Training Facility - Roof, Windows, and Structural Repairs,** Bordentown, NJ
- **NJ DPMC NJ Department of Transportation (NJ DOT) Fernwood Complex Buildings 19 and 21 Window Upgrades,** Ewing, NJ
- **Prison replacement project - NJDPMC NJ State Prison Feeder Line Replace and Storm Water Upgrades,** Various Locations, NJ- Project Dates: 07/22-Ongoing / Reference: STV Incorporated / Contact: Emad Asfour / Role: Project Manager / Phone: [REDACTED]
- **NJDPMC State Office Building Interior Renovation Upgrades,** Trenton, NJ- Project Dates: 10/21-Ongoing / Reference: Lammey & Giorgio / Contact: Stephen Giorgio / Role: Project Manager / [REDACTED]
- **NJ DPMC Interior and MEP Restoration of Central Railroad of New Jersey Terminal Building at Liberty State Park,** Jersey City, NJ
- **NJ DPMC Eatontown Motor Vehicle Commission Facility Renovations,** Eatontown, NJ
- **NJDOT Bordentown Facility New Roofs, Windows & Structural,** Bordentown, NJ
- **NJ DPMC Exterior Stair Repairs, Warren Residential Group Home,** Warren, NJ

Years of Experience:

17 years

Certifications:

Certified Estimating Professional (CEP), AACE International, 2018
Project Management Certificate, 2018
Construction Management Certificate, 2018

Education:

Master of Science in Civil and Environmental Engineering – Jan 2005
Rutgers, The State University of New Jersey
Bachelors of Engineering in Civil Engineering – May 2001
L.E. College of Engineering, Morbi, India



Shaji Augustine

Senior Mechanical Estimator (Professional)

With 28 years of experience in the A/E/C industry, Shaji Augustine is a mechanical cost estimating professional who has spent the past fifteen years working primarily in the New York and New Jersey region. Working on projects from the design phase to the construction stage, Shaji has gained experience estimating for projects in an array of markets such as airports, hospitals, universities, k-12 schools, research laboratories, pharmaceutical plants, manufacturing plants, Metro transit, tunnels for transportation and water, data centers, correctional facilities, parks, infrastructure, and various commercial and residential buildings. During his career, Shaji has worked on projects in a time-sensitive environment with cost estimates reaching to billions of dollars and has worked on a multitude of major projects with private owners as well as government agencies. His knowledge in the industry and respect for their timelines and project budgets have aided Shaji as he has worked with agencies like PANYNJ, NYCT-MTA, NJ Transit, AMTRAK, DASNY, CUNY, SUCF, SCA, NYCHA, GSA, NYHHC, OGS, NPS, DEP, DDC, NJDOT, NYPA, MASSDOT, AOC, and MBTA providing services that exceeded their expectations due to his detail-oriented approach to projects as well as his extensive knowledge of the industry.

Years of Experience:

28 years

Education:

Bachelor of Technology in Mechanical Engineering,
T K M College of Engineering
of Kerala University, India

Selected Project Experience:

- **NJDPMC Autopsy Suite Renovation State Medical Examiner's Office**, Trenton, NJ-
Project Dates: 01/21-Ongoing / Reference: De Biasse & Seminara Architects / Contact: Virginia Seminara / Role: Project Manager / Phone: [REDACTED]
- **NJDPMC New Beach Recreation Complex**, Tuckerton, NJ- Project Dates: 11/21-03/21 Reference: Lan Associates / Contact: Stephen J. Secora / Role: Vice President / Phone: [REDACTED]
- **NJDPMC New Visitor Center Washington Crossing State Park**, Titusville, NJ-
Project Dates: 07/21-Ongoing / Reference: Ikon.5 Architects / Contact: Arvind Tikku / Role: Principal, Project Manager / Phone: [REDACTED] Alternate Phone: [REDACTED]
- **NJDPMC State Office Building Interior Renovation Upgrades**, Trenton, NJ- Project Dates: 10/21-Ongoing / Reference: Lammey & Giorgio / Contact: Stephen Giorgio / Role: Project Manager / Phone: [REDACTED]
- **NJTransit Design-Engineering Central Concourse NY Penn Station**, New York, NY- Project Dates: 11/20-Ongoing / Reference: FXCollaborative Architects LLP / Contact: Paul Stephan Dallendorfer / Phone: [REDACTED]
- **NJ DPMC New MVC Delanco Facility**, Delanco, NJ
- **NJ DPMC DOT Bordentown Training Facility - Roof, Windows, and Structural Repairs**, Bordentown, NJ
- **NJ DPMC New Agency Services Building and Road Test Field House Wayne Motor Vehicle Commission**, Wayne, NJ
- **NJ DPMC 4th and 6th Floor Reconfiguration for the Richard J. Hughes Justice**



Dhaval Patel

Senior Electrical Estimator (Professional)

With nearly twenty years of experience in the A/E/C industry, Dhaval Patel is adept at developing and managing project estimates, VE estimates, and change order estimates when necessary. His vast knowledge of this field coupled with his many years of cost estimating experience have aided him in creating a wide range of construction cost estimates starting from the conceptual design phase all the way to the final design bids. He is comfortable stepping into managerial roles when needed, leading and training other team members on the critical elements of electrical cost management.

Selected Project Experience:

- **NJ DPMC NJ State Prison - West Compound 2 Wing Renovations**, Trenton, NJ
- **NJ DPMC Interior and MEP Restoration of Central Railroad of New Jersey Terminal Building at Liberty State Park**, Jersey City, NJ
- **NYS OGS - Fire Alarm and Emergency Voice Evacuation System at Empire State Plaza and Swan Street**, Albany, NY
- **Western Massachusetts Hospital Fire Alarm Upgrade Study**, Westfield, MA
- **NYS OGS - Brookwood Secure Center - Upgrade Fire Alarm System**, Claverack, NY
- **NYC DDC - Moshulu Library Fire Alarm System**, Bronx, NY
- **NYC DDC - Allerton Library Fire Alarm System**, Bronx, NY
- **Buckley Air Force Base Data Center**, Aurora, CO
- **Canarsie Tunnel rehabilitation and capacity management improvement**, Brooklyn, NY
- **Federal Reserve Bank of New York Access Control Systems**, New York, NY
- **Federal Reserve Bank of Richmond Data Center**, Richmond, VA
- **Jacob Javits Convention Center Fire Alarm Renovation**, New York, NY
- **Jacob Javits Convention Center Transformer Building**, New York, NY
- **NYCSCA New School construction**, Various Locations, NY
- **GSA Alexander Pirnie Federal Building Fire Alarm Design**, Utica, NY
- **GSA JFK International Mail Facility**, Queens, NY
- **GSA Ted Weiss FOB CFTC (Commodity Futures Trading Commission) 6th Floor Fit-Out**, New York, NY
- **Hoboken Ferry Terminal - Rehabilitation & Redevelopment - Phase III, HRPT - Pier 97, High Line NY Section 1 and 2**, Hoboken, NJ
- **Brooklyn Navy Yard Substation Replacement Projects**, Brooklyn, NY
- **Newark Airport Substation Replacement**, Newark, NJ
- **Path NJ multiple substation replacement project**, Hoboken, NJ
- **DASNY CUNY Generators**, Various Locations, NY

Years of Experience:

18 years

Education:

Bachelor of Engineering:
Electrical Engineering
L.E. College - Gujarat, India
Master of Science: Electrical
Engineering
Stevens Institute of
Technology - Hoboken, NJ

Santiago Alfageme, PE, D.CE

Labor Category: Professional

Title: Senior Coastal Engineer



EDUCATION

MS, Coastal and Oceanographic Engineering, University of Florida, 1995

ME, Civil Engineering, University of Cantabria, Spain, 1993

REGISTRATION

Professional Engineer:

Florida, #56726, 2002

Spain, #117173, 1993

AFFILIATIONS

Diplomate, Coastal Engineering (ASCE-ACOPNE)

American Society of Civil Engineers (ASCE)

American Shore and Beach Preservation Association

Coasts, Oceans, Ports, and Rivers Institute

EXPERIENCE

Since joining Moffatt & Nichol in 1998, Santiago Alfageme has served as both project manager and project engineer on a wide range of projects involving coastal and estuarine processes, state-of-the-art modeling, shore protection measures, sediment management, coastal structure design, ecosystem restoration, navigation improvements, and dredging. His environmental restoration experience includes numerical studies of wetland hydraulics and sediment transport processes, engineering and design of marsh and tidal creek restoration projects, and preparation of final design documents. His coastal erosion and sediment transport experience includes detailed analysis of shoreline and profile evolution, historic and projected erosion rates, and development of inlet and shoreline sediment budgets and shoaling reduction measures in channels and harbor basins.

EXPERIENCE WITH SIMILAR WORK

USACE New York-New Jersey Harbor and Tributaries Coastal Storm Risk Management (CSRM) Feasibility Study, New York, NY (2018-Ongoing).

Contract Reference: Bryce Wisemiller, Project Manager, USACE New York, 26 Federal Plaza, New York NY 10278, T: [REDACTED]

Project director and senior coastal engineer for this study to assist USACE New York District to complete engineering analyses and feasibility level designs for storm surge barriers and perimeter flood risk reduction features that are part of the study's alternatives. This study and its recommendations are a component of the USACE response to the unprecedented destruction and economic damage to communities within the larger New York/New Jersey and Hudson River and Tributaries (NYNJHAT) area caused by Hurricane Sandy. Moffatt & Nichol developed designs for CSRM throughout the study region that include a combination of perimeter-based flood risk reduction features (levees, floodwalls, etc.) and storm surge barrier systems. A storm surge barrier was conceptually designed for an alignment connecting Sandy Hook, New Jersey, to Rockaway Point peninsula.

USACE South Shore Staten Island Coastal Storm Risk Management (CSRM) Project, Staten Island New York (2018-Ongoing).

Contract Reference: Frank Verga, Project manager, USACE New York, 26 Federal Plaza, New York NY 10278, T: [REDACTED]

Project manager and senior coastal engineer for an ongoing Federal (USACE) hurricane and storm damage reduction project covering 13 miles of coastline on Staten Island, from Fort Wadsworth to Tottenville, extending along lower New York Bay and Raritan Bay. The area has a long history of storm damages and has experienced major storm damages from various recent storm events, including the Northeaster of December 1992, the March 1993 storm, and Hurricane Sandy in October 2012. These storms caused flood damages, loss of structures, large scale evacuations and several deaths within several communities. Responsible for developing and evaluating potential flood protection measures including seawalls and shoreline stone revetments.



NYCEM Interim Flood Protection Citywide, New York, NY (2016-Ongoing).

Contract Reference: Suzan Rosen, Mitigation Program Manager, NYC Emergency Management, 165 Cadman Plaza East, Brooklyn, NY 11201, T: [REDACTED]

Senior coastal engineer for this program to assist New York City and the Office of Emergency Management to assess flood risks throughout the city and develop site-specific deployment layouts for Interim Flood Protection. New York City has identified the opportunity to provide interim flood risk protection to some of its vulnerable neighborhoods and critical facilities through the deployment of temporary flood-fighting structures and/or the construction of relatively small permanent protection measures at strategic locations. These interim measures were designed to provide protection against approximately the 20- or 50-year return period stormwater levels in city neighborhoods. The level of protection was adapted to local constraints and optimized for expedited implementation as interim protection measures.

NYCEDC Raise Shorelines Citywide Study, New York, NY (2014-2016).

Contract Reference: Jennifer Cass, SVP, NYCEDC, One Liberty Plaza, New York, NY 10006, [REDACTED]

Project manager for this study to assess risks associated with sea level rise and erosion and to identify shoreline reconstruction projects that would provide the necessary protection as part of the City of New York's post-Sandy rebuilding and increased resiliency plan. The study will characterize, and ultimately provide a methodology to prioritize reconstruction of shorelines that are deemed most at-risk to rising sea levels and erosion. Following development of a comprehensive GIS database, a catalog of stand-alone shoreline protection projects was developed and subjected to three phases of analysis to refine the potential projects through a systematic process of elimination based on specific data sets and evaluation criteria. The result will be a short-list of shoreline protection projects ranked in order of priority that fit within the City's available budget.

USACE Rockaway Inlet to Norton Point Shore Protection (Coney Island Seagate), Brooklyn, NY (2005-2016).

Contract Reference: Stephen Couch, Deputy Chief, Planning Division, USACE New York, 26 Federal Plaza, New York NY 10278, T: [REDACTED]

Project manager and lead marine engineer responsible for leading the alternatives analysis, final design, and construction documents for the coastal storm risk management, including beach fill and erosion control structures (T-groins, groin rehabilitation, and dike reconstruction). Directed data review/analysis, empirical design of T-groins, coastal processes numerical modeling using GENESIS^T and Delft3D, physical modeling to analyze selected plan performance, and construction document preparation. Provided quality control review of numerical modeling results and T-groin design/construction documents for this USACE project. Oversaw construction support services.

USACE Fire Island to Montauk Point (FIMP) Reformulation Study, Long Island, NY (1998-2020).

Contract Reference: Stephen Couch, Deputy Chief, Planning Division, USACE New York, 26 Federal Plaza, New York NY 10278, T: [REDACTED]

Project Manager and Coastal Engineer for many of the tasks under a multi-year, multi-task reformulation study of a comprehensive shore protection and storm damage reduction project for more than 80 miles of primarily low-lying barrier islands subject



to the effects of storm surge flooding, waves, overwash, and breaching. Performed detailed coastal engineering analysis including storm surge modeling using ADCIRC and Delft3D, beach erosion modeling using SBEACH, hydrodynamic and water quality modeling using MIKE 21, and sediment transport and morphological modeling for Fire Island, Moriches Inlet, and Shinnecock Inlet using Delft3D. Supervised the development and screening of alternative storm damage reduction measures, potential mitigation features, and regional sediment budgets. Directed development of detailed flood hazard maps in GIS.

Proposed Project Assignment
Professional Engineer / Project
Manager / Team Leader / Certified
Diver

Years of Experience

Company – 38
Prior - 10

Education

Associate Degree in Civil Engineering,
Pennsylvania State University - 1966
Post Graduate Courses, Hofstra
University, NY

Professional Registrations

2020 / PE – Connecticut
#PEN.0034578
2013 / PE – West Virginia #20312
2011 / PE - Virginia #049047
2008 / PE - Delaware #15735
2006 / SE - #1079-0705
1988 / PE - Florida #39707
1984 / PE - Maryland #13701
1978 / PE - New York #055780-1
1977 / PE - New Jersey #23626
1973 / PE - Pennsylvania #019589

NHI 130091 (2017) – UW Bridge
Inspection

NHI 135047 (2013) – Stream Stability
Scour Bridges for Bridge Inspectors

NHI 130055 (2013) – Safety Inspection
of In-Service Bridges

NHI 130053 (2020)

NYSDOT 5 Day Bridge Inspection
Workshop (2012)

VOB –Veteran Owned Business
SBE - Small Business Enterprise

Key Qualifications

President of W.J. Castle, P.E. & Associates, P.C., an Engineering Firm specializing in inspection and design of various marine structures. Some of the services provided include bridge inspection, structural underwater construction and rehabilitation, fathometric survey, as well as side-scan and scanning sonar imaging. He is responsible for all general and administrative operations of the firm and supervision of all Structural Engineering and Diving Operations. Additional responsibilities include project scope development, refinement, manpower allocations, preliminary and final design, and specifications for projects.

RELEVANT EXPERIENCE

NJ Transit - Consulting Services For Undergrade Bridge

Inspections – Fixed Bridges- Groups 19-040D, 19-040F (2020 -

Current): In 2020, W.J. Castle, P.E. & Associates, P.C. was retained by the New Jersey Transit Authority as a sub-consultant to provide the underwater inspection and evaluation for five (5) Bridges. HX Draw, Penhorn Creek, Lyndhurst Draw, Morgan Draw and West Matawan Stream. Mr. Castle was the project manager for the multiple Groups of inspections. The inspections were performed by a three (3) person dive team of certified engineer-divers and commercial divers using surface supplied air diving. Challenging dive conditions included fast currents and no-visibility waters. **Ref: Paul Falkowski;**



PA Turnpike – NBIS Bridge Inspection 2020 – Mr. Castle is the Project Manager and QA/QC oversight for the PA Turnpike 2020 NBIS Bridge Inspection contract for all underwater inspections as needed. Prime consultant is Transystems. These inspections will be conducted statewide for the Commission. **Ref: Margaret K. Sherman PE;**

Underwater Inspection of Five BCBC Bridges (2019): Mr. Castle was the Project Manager/QA/QC for the underwater inspection of the Burlington County Bridge Commission bridges. He performed the QA/QC of all reports as well as dive operations for all bridges. Bridges inspected were the Burlington Bristol, Tacony-Palmyra, Riverside Delanco, Pennsauken Creek, and Swede Run. The substructure units at the five bridges were inspected from the high waterline down to the channel bottom to note any deterioration. Detailed findings and sounding data were documented in the reports, including repair recommendations. **Ref: Frank T. Harris, Sr.;**

NJ Transit - Underwater Inspection of NJ Transit Moveable Bridges – Groups 17-028A,

17-028B (2019 – 2020): In 2019, W.J. Castle, P.E. & Associates, P.C. was retained by the New Jersey Transit Authority as a sub-consultant to provide the underwater inspection and evaluation for seven (7) Bridges. Upper Hack, Lyndhurst Draw, Lower Hack, Newark Draw, HX Draw, Raritan River and Shark Draw. Mr. Castle was the project manager for the multiple Groups of inspections. The inspections were performed by a three (3) person dive team of certified engineer-divers and commercial divers using surface supplied air diving. Challenging dive conditions included fast currents and no-visibility waters. **Ref: Paul Falkowski;**

Underwater Inspection of Conrail Bridges (2018-Ongoing): Mr. Castle was the project manager for the routine and emergency post-impact underwater inspection of multiple railroad structures across New Jersey, Pennsylvania and Detroit, MI. Inspections include sonar imaging in areas where access allows for supplementation of diver findings. Inspection findings were used to develop report format, repairs recommendations and cost estimates. **Ref: Robert Baylor;**

New Jersey Turnpike Authority-Statewide Culvert Inspections (2017-2018): Project Manager for inspection of all NJ Turnpike Authority owned non-bridge structures. Castle performed full inspections on 58 structures, including several culverts that were partially submerged and required a dive team for the underwater inspection. Most of the structures had little to no previous information or recent reports; all applicable SI&A data needed for the Authority to fully develop their inventory database was acquired by the field teams during the inspections. This data, as well as the condition coding, photographs, drawings and other notes, was entered into InspectTech. All reports included repair and maintenance recommendations. **Ref: Kashfia Billah;**

NYSBA Underwater Inspection of All Facilities – NYSBA – (2022): Mr. Castle was the Project Manager and performed some of the inspections for the underwater inspection, hydrographic survey and side scan sonar of the Authority's bridges over the Hudson River from the Newburgh-Beacon Bridge to the Rip Van Winkle. Inspection were all performed as per FHWA and NYDOT standards. Reporting was completed in the NYDOT BDIS system. The hydrographic surveys extend approximately 200 feet beyond the bridge fascias and extend to the shorelines. Channel bottom elevation comparisons are documented showing any fluctuations, especially scouring activity, around the pier structures. **Ref: Jeffrey Wright, PE, Chief Engineer NYSBA;** [REDACTED]

Rehabilitation of the Fender System at Macombs Dam Bridge (2016): The Castle Group was contracted to provide the design/build services for the enclosure/encasement of the timber cribbing fender systems. Mr. Castle was the project manager for this work and performed the underwater inspection, designed containment systems, and performed periodic QA inspections of construction. **Ref: James Cusack, P.E.;** [REDACTED]

NJ Transit – The Replacement of Submarine Cables at Brielle Draw NJCL MP 36.09 (2015): Mr. Castle was the project manager for the cable location project. Side Scan sonar and underwater inspection were performed for the length of the bridge to determine the location of the submarine power cable and check for any areas of exposed cable. **Ref: Paul Falkowski;** [REDACTED]

Replacement of Submarine Cables on Long Island Railroad Bridge, Wreck Bridge between Long Beach and Island Park, NY (08/08/14 – 02/15/15): Mr. Castle was Project Manager for the underwater investigation to locate the existing submarine power cables. A hydrographic survey was completed as well as side scan sonar imaging and scanning sonar imaging. Our J.W. Fisher Cable Tracker was used to locate the cable under the mudline. Marker buoys were used to survey the cable locations topside. **Ref: Mitch Wisniewski;** [REDACTED]

NJ Transit - Consulting Services For Undergrade Bridge Inspections – Fixed Bridges- Groups 12-053A, 12-053D (2014) In 2014, W.J. Castle, P.E. & Associates, P.C. was retained by the New Jersey Transit Authority as a sub-consultant to provide the underwater inspection and evaluation for eight (8) Bridges. HX Draw, Passaic River, Lyndhurst Draw, Penhorn Creek, and Fish Creek. Mr. Castle was the project manager for the multiple Groups of inspections. The inspections were performed by a three (3) person dive team of certified engineer-divers and commercial divers using surface supplied air diving. Conditions varied from large open bodies of water to small arch and box culverts. **Ref: Paul Falkowski;** [REDACTED]

Port Authority NY & NJ - Underwater Inspection Hackensack PATH Bridge, Agreement No. 405-13-007 (8/13/13 – 11/30/13): Mr. Castle was the Project Manager for the underwater inspection of the multi-track vertical lift bridge over the Hackensack River. Six piers and two fender systems were inspected. Type 2 inspections of the concrete, masonry and timber fender systems were performed. A report in PA of NY&NJ format was generated. **Ref: David Althaver;** [REDACTED]

NJ Transit - Underwater Inspection and Evaluation of Moveable Bridges & Post-Hurricane Emergency Underwater Inspections, Contract #11-064, Group A, B, C (2012-2013): In 2012, W.J. Castle, P.E. & Associates, P.C. was retained by the New Jersey Transit Authority as a sub-consultant to provide the underwater inspection and evaluation for eleven (11) Moveable Bridges. Upper Hack, Lyndhurst Draw, Lower Hack, Newark Draw, HX Draw, Raritan, Shark Draw, Passaic, Beach Draw, Morgan Draw, D&R Canal. Mr. Castle was the project manager for the multiple Groups of inspections. The inspections were performed by a three (3) person dive team of certified engineer-divers and commercial divers using surface supplied air diving. Challenging dive conditions included fast currents and no-visibility waters. **Ref: Paul Falkowski;** [REDACTED]

Substructure Repairs for the Walkway over the Hudson (8/19/2010 12/31/2010): W.J. Castle was retained to provide engineering support services for the Poughkeepsie Railroad Bridge which had been converted to a pedestrian bridge crossing the Hudson River "Walkway over the Hudson". **Ref: Mike Duffy;** [REDACTED]

NJ Transit – Underwater Inspection of Lower Hack MP 2.64 (2003)

NJ Transit – Underwater Inspection of Five Bridges (2003)

NJ Transit – Underwater Inspection of Eight Bridges (2002): MP # 1.97/ 3.22/ 19.80/ 30.43/ 36.09/ 57.63/ 78.19/ 78.

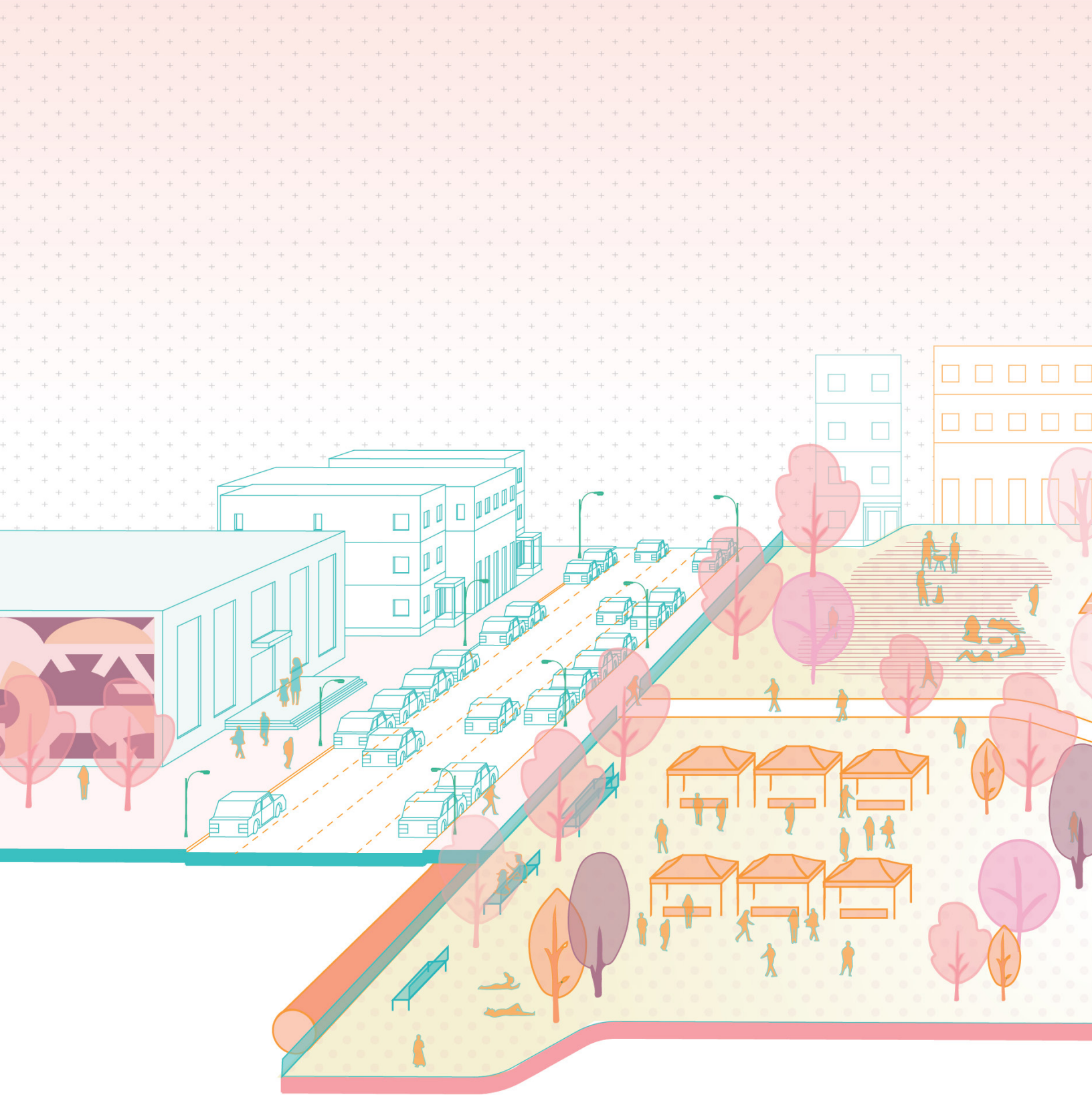
NJ Transit – Underwater Inspection Contract #01-054 Group B, Movable Bridge Inspections (2001)

NJ Transit – Emergency Underwater Inspection Bridge 0967-157 (M.P. 5.48) (2001)

NJ Transit –Underwater Inspection of Two Bridges M.P. 54.86 and Atlantic City Line over Elder Creek – M.P. 54.57 (2001)

NJ Transit –Underwater Inspection of MP5.81 (2000)

NJ Transit –Underwater Inspections (1994-1999)



Jersey City Open Space Element, Jersey City, New Jersey



3.6.7 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE + SCOPE

A Destination Park for All

Our team brings together all of the core disciplines and expertise needed to plan, design, and execute a world-class cultural destination. We draw from our previous success in delivering high-quality parks that are beloved community assets across the country.

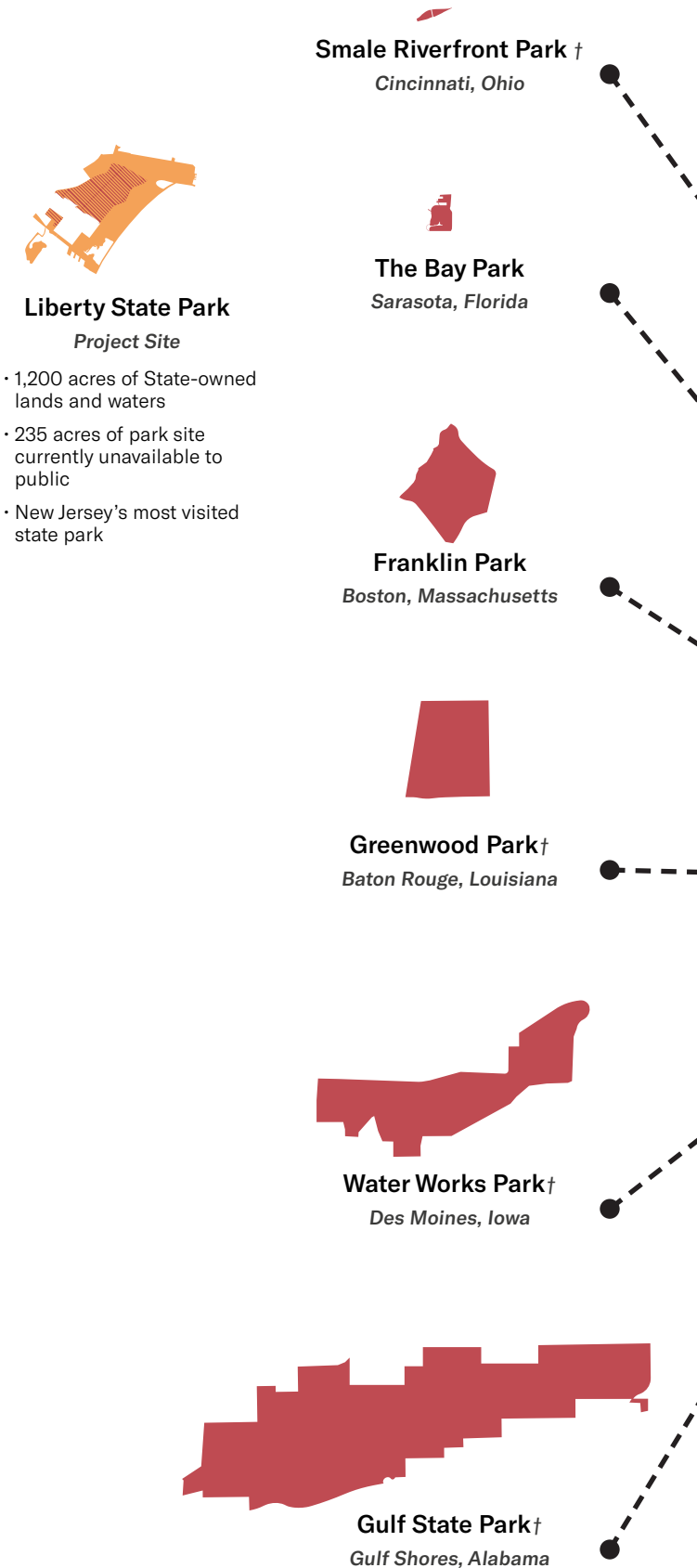
The forthcoming projects highlight our designs for ecologically performative urban waterfronts, plans for reinvigorating historic sites, our commitment to inclusive play environments, and our sustained efforts to meaningfully engage with stakeholders and members of the community.

We will leverage our experience designing multi-layered parks alongside the community's vision to craft a memorable, inclusive, and resilient Liberty State Park worthy of its moniker as a "green oasis" in Northern New Jersey.



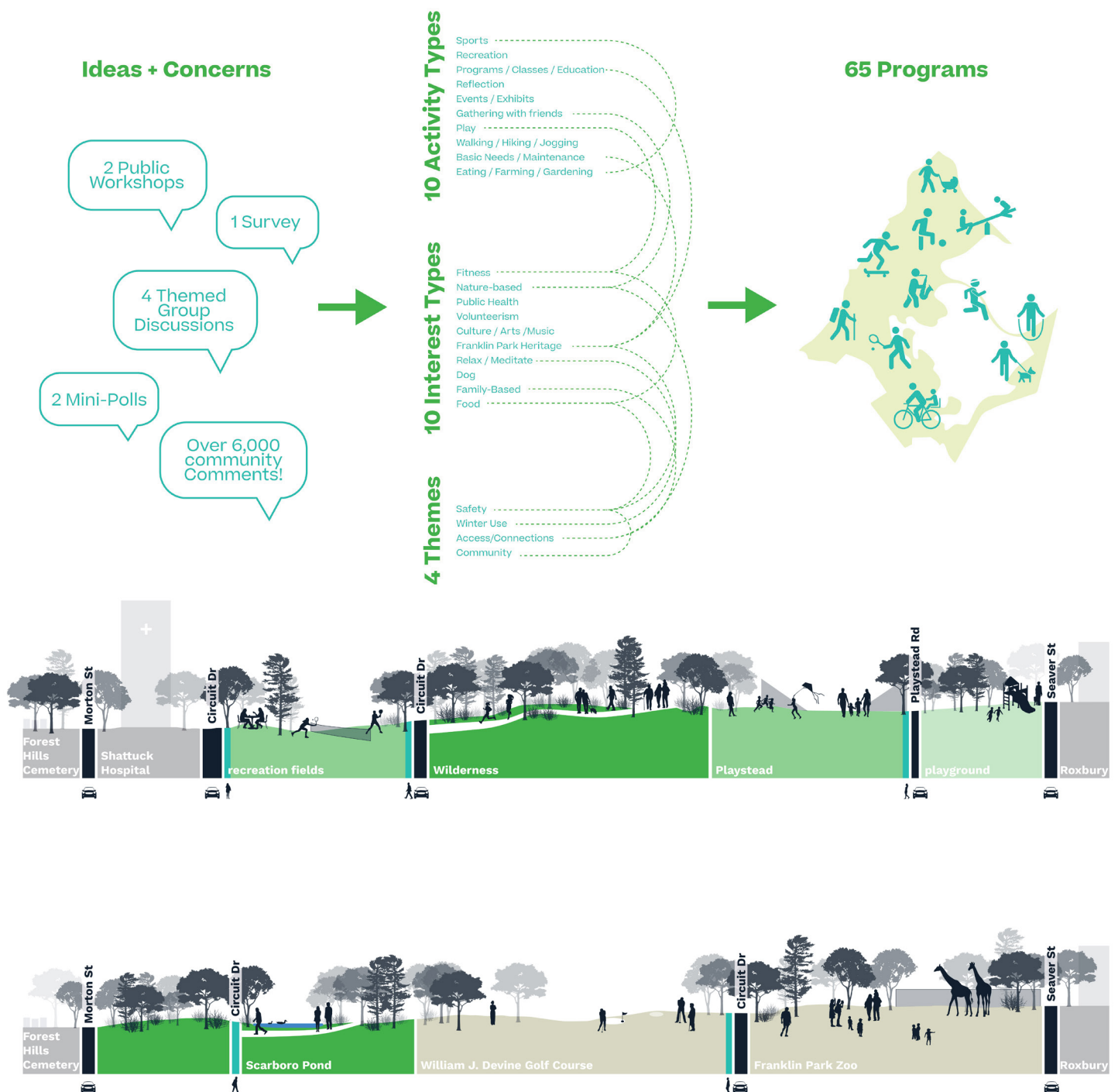
Sarasota Bay Park Phase 1 opening.

Relevant Park Experience



† Work completed at Sasaki

General Info	Themes							
<ul style="list-style-type: none"> • 32 acres • Agency leadership Prime L. Arch. • 1,000 ft. promenade • Water features, performance stage, sculpture play area 	Master Plan	Design	Built/ In Constrn.	Engagement	Equity	Cultural Landscape	Waterfront	Resiliency
<ul style="list-style-type: none"> • 53 acres • Agency Prime L. Arch. • Mangrove bayou walk • "Living and Learning" lab, concessions building, historic district 	Master Plan	Design	Built/ In Constrn.	Engagement	Equity	Cultural Landscape	Waterfront	Resiliency
<ul style="list-style-type: none"> • 530 acres • Prime: Reed Hilderbrand • Agency leading public engagement, planning and programming effort 	Master Plan	Design	Built/ In Constrn.	Engagement	Equity	Cultural Landscape	Waterfront	Resiliency
<ul style="list-style-type: none"> • 660 acres • Agency leadership prime L. Arch • Active and passive trails network, designing around golf course and public zoo 	Master Plan	Design	Built/ In Constrn.	Engagement	Equity	Cultural Landscape	Waterfront	Resiliency
<ul style="list-style-type: none"> • 1,500 acres • Agency leadership prime L. Arch • Concept of two distinct zones of the park: wild vs. engineered 	Master Plan	Design	Built/ In Constrn.	Engagement	Equity	Cultural Landscape	Waterfront	Resiliency
<ul style="list-style-type: none"> • 6,150 acres • Agency leadership prime L. Arch • Strong focus on ecological restoration and wildlife habitat preservation, branding, and wayfinding 	Master Plan	Design	Built/ In Constrn.	Engagement	Equity	Cultural Landscape	Waterfront	Resiliency





Franklin Park Action Plan Boston Parks and Recreation

Boston, MA

2019 - Ongoing

Reference

Liza Meyer
Chief Landscape Architect
Boston Parks and Recreation Department
1010 Massachusetts Avenue, 3rd Floor
Boston, MA 02118

Lauren Bryant
Project Manager
City of Boston | Parks & Recreation
Department
1010 Massachusetts Ave, 3rd Floor

For over a century, Franklin Park has been a lively and beloved center of recreation, gathering, nature, and discovery for the Boston community. Now, with newly allocated park funds, the City of Boston is planning ahead for the park's next century. With the sale of the Winthrop Square Garage, Mayor Martin J. Walsh committed \$28 million to revitalize Franklin Park. In preparation for this investment, which includes \$5 million earmarked to create a maintenance endowment, the Boston Parks and Recreation Department launched a new master plan for the park.

Agency is leading the public engagement, planning, and programming for an effort led by Reed Hilderbrand in collaboration with MASS Design Group and a broad team of ecology, engineering, economic, and engagement experts to create a community driven master plan for an engaging and diverse Franklin Park.

The project, which commenced in Fall 2019 and will be publicly released in Fall 2022, devised an equitable and inclusive planning and decision-making process of over 7,600 residents who live around Franklin Park that resulted shared vision for the future of the park. Our work built on previous planning efforts and improvements by the City and its partners, and worked hand-in-hand with partners and ongoing plan or project processes. The resulting plan for Franklin Park included priority projects for improving the overall park experience with consistent lighting, maintenance of pathways, and restrooms throughout the park, and longer terms projects like a permanent stage for the Elma Lewis Playhouse programs and expanded court spaces for residents and visitors to the park.





Water Works Park Des Moines Water Works †

Des Moines, Iowa

2012 - 2014

References

Ted Corrigan
Des Moines Water Works
2201 George Flagg Parkway
Des Moines IA, 50321
[REDACTED]

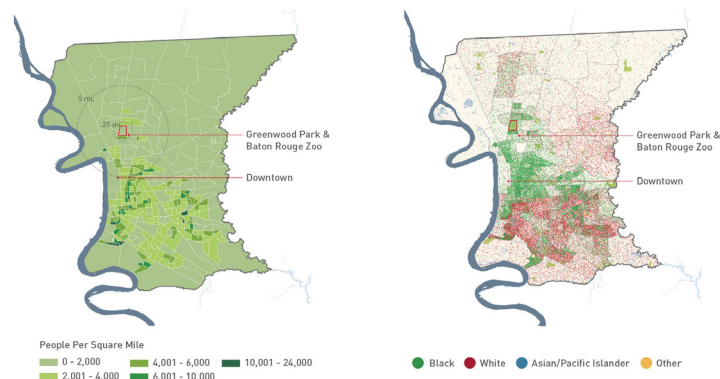
In 2012, the Des Moines' Water Works launched an international design competition for its 1,500 floodplain park. In addition to it being a stunning ecological resource, it also had the rich story of being the place where Des Moines' drinking water is harvested. Gina Ford and Kate Tooke, while principals at Sasaki, led the winning competition scheme and subsequent master plan.

The design imagined a dynamic public park that would reveal the processes in the working landscape and celebrates the value of clean water to visitors. The proposal suggested a new paradigm for public space on the Raccoon River, where the dynamic floodplain, the engineered water systems, ecology and active recreation come together.

For three miles along the Raccoon River, a man-made "gallery" pipe

captures and diverts water to the Water Works plant. The design makes this process visible, creating a recreational circuit and "gallery walk" at the surface. Visitors come into contact with the harvesting of their drinking water, and educated about its quality. The competition winning scheme told the story of the park—its hidden water utility infrastructure, its water quality issue, its landscape, and its potential future uses—through a park guidebook.





Greenwood Community Park Master Plan

Baton Rouge Parks and Recreation Commission, BREC[†]

Baton Rouge, LA

2018-2020

Project Team Note:

Kate Tooke led the master plan while a Principal at Sasaki. This project is part of her personal portfolio. [†]

References

Reed Richard
6201 Florida Boulevard, Baton Rouge, LA

At the heart of North Baton Rouge, Greenwood Park's 660 acres anchors an African American community that has experienced disinvestment for the past decades. In 2017 a proposal to move the Baton Rouge Zoo out of its historic location in the park energized the community to push for reinvestment in their neighborhood and park. Kate Tooke, while a Principal at Sasaki, led a team to develop a master plan and implementation strategy.

The process brought together more than 3000 diverse stakeholders to collaborate in crafting a mutually beneficial future for one of the Parish's most ecologically-rich parks. The resulting vision delivers a park for the every day as well as the big day - a much needed open space for adjacent neighborhoods and a regional destination comfortably hosting major

community events.

Flood resilience and stormwater infrastructure are integrated into all parts of the plan, ameliorating flooding along the bayou and easing risks within the adjacent neighborhoods. The master plan includes provisions for revenue generating programs specifically tailored to the community needs and desires and supported by economic analysis. A detailed budget, phasing and logistics plan supported all recommendations.

With overwhelming community and political support, the master plan's first phase of implementation was immediately funded and is nearing completion. The team collaborated extensively with a concurrent master plan for the Baton Rouge Zoo.





Gulf State Park Master Plan Implementation[†]

University of Alabama
System

Orange Beach and Gulf
Shores, Alabama

2016

References

Matt Leavell, AIA
Director of Design at The University
of Alabama Center for Economic
Development
621 Greensboro Avenue
Tuscaloosa, AL 35401

Tenna Florian, AIA, LEED AP BD+C
Partner

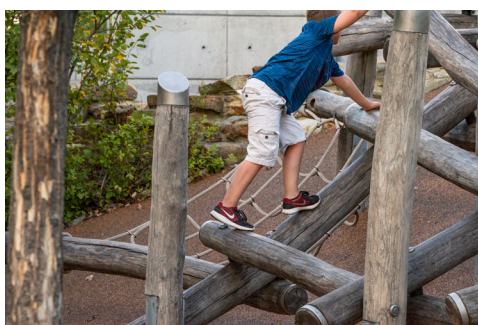
LAKE | FLATO ARCHITECTS

In 2010, the Deepwater Horizon Oil Spill devastated the Gulf Coast. In Alabama, beaches were closed, and the economic impacts were long-lasting. Gina Ford and Kate Tooke, while principals at Sasaki, led the landscape development of a long-term master plan and five implementation projects for the restoration of Gulf State Park - an impacted site, one of the region's most significant natural resources and the largest Alabama State Park.

The plan focuses on expanding access to the park's diverse experiences and helping more visitors learn about the region's special ecosystems. Early implementation included site design and implementation for new facilities: a Lodge (designed by Lake Flato Architects), an Interpretive Center and Learning Campus (designed by Architecture Works), extensive trails and park-wide landscape improvements and dune restoration.

Though most visible in the burgeoning dunescape at the park's oceanfront edge, the entire 6,000+ acres of the park is the result of thousands of years of coastal action and sand accretion. Uncovering and restoring this dune ecosystem - from the ancient dune ridges that form the structure of the park to the recent restoration of its front line - is a rich story and unique design opportunity. Using techniques pioneered by park naturalists, a series of new dune restoration projects will enhance the beach's ecology, make the process of sand accretion and dune formation more visible and allow limited low-impact access to and education for park visitors.





Heekin Adventure Playscape at Smale Riverfront Park

Cincinnati Park Board

Cincinnati, OH

2013 - 2015

Additional Phases of the park were constructed between 2011 and 2016

Project Team Note:

Kate Tooke served as project landscape architect for the Heekin Adventure Playscape while at Sasaki and led post-occupancy research at the park. This project is part of her personal portfolio. †

Images taken by Allen Meyer, 2015

Reference

Dave Prather, Smale Riverfront Park Manager; [REDACTED]

Sited along the banks of the Ohio River, the Smale Riverfront park is the largest of the parks defining downtown Cincinnati's waterfront. Framed by some of the city's most iconic landmarks, the park is a destination for the region. Constructed over a series of six phases, the park's landscape step down from the high bluffs into the floodplain, making a graceful and powerful connection between citizens and their river.

The park's dedicated playscapes – the Heekin Family/Grow Up Great Adventure Playscape and the P&G goVibrantscape – are both sited within the floodplain and opened together in the late spring of 2015. Collectively they blur the traditional boundaries between park and playground: there are no fences separating the zones from each other or from the rest of the park. Instead, children and families enter the spaces fluidly from all directions, and play spills out into

nearby lawns, paths, and the flexible area beneath the historic Roebling bridge abutment. In addition, the park as a whole is a destination for families, including attractions like Carol Ann's Carousel, fountains, and a labyrinth, as well as places to picnic, rent bikes, swing or sit by the river. Many families interviewed in a 2016 post occupancy evaluation described coming to the area for a whole day of outdoor adventure and exploration.

Inspired by the local geology and ecology, the majority of the playscape is made up of one landscape structure. Recovered sandstone provides climbing opportunities that are a contextual partner to bridge abutments, a log jam climber evokes the jams that occur along the banks of the Ohio during flood season. A water play feature challenges children to flood and release water from a granite map of the city, providing fun light education about the hydrology of the region.





Sarasota Bayfront The Bay Park Conservancy

Sarasota, Florida

Master Plan - 2018
Phase 1A+1 - 2020, 2022
Phase 2 - ongoing

Select Awards

BSLA Merit Award in Analysis and Planning. The Sarasota Bayfront Master Plan. 2021

ASLA Florida Chapter, Design Award. The Sarasota Bayfront Master Plan. 2021

AIA Gulf Coast Chapter, Merit Award in Unbuilt Design, 2020

References

Bill Waddill, Chief Implementation Officer
Cathy Layton, Former Board Chair
The Bay Park Conservancy, Inc.
655 N. Tamiami Trail, Sarasota, FL 34236

Graced with magnificent sunsets, expansive views of the Sarasota Bay, and rich layers of cultural history, 53-acres of publicly owned land in Sarasota was the subject of a year-long master plan driven by the Sarasota Bayfront Planning Organization. Gina Ford is the project's design lead and team leader, helping to orchestrate both the community conversation and the master planning design process in deep collaboration with Sasaki and a team of experts.

In this ongoing first phase, following our unprecedented and inclusive master planning process, Agency is leading the design, implementation, and programming of a 10-acre public park that will serve as "The Living and Learning Lab". The Living and Learning Lab is located where the city's iconic Boulevard of the Arts meets the Sarasota Bay, creating

both a memorable gateway to the Bay itself and an improved edge to Sarasota's future 53-acre signature waterfront park. Conceived as an experimental testing ground and designed as an active, changing place for Sarasota's diverse community, the Living and Learning Lab will be guided by one big idea – 'A Park for All of Sarasota' – and three main themes – nature-based and outdoor-enhanced education; fitness, health and recreation; and arts and culture.

Special features includes: The Sunset Boardwalk with places for gathering and seating to view the Bay's signature sunsets, the Mangrove with an expanded kayak launch configured to enable greater use and accessibility, and the Coastal Hammock with recreational trails, nature interpretation and seating. Phase One opened in October of 2022.

Connecting Communities

In addition to our team's work designing destination parks throughout the United States, the following projects emphasize our work revamping transportation infrastructure into activated cultural connectors.

Our previous experiences designing and planning connective greenways has continued to reaffirm our commitment to thoughtfully engage with the communities through which the Greenway will cross.

We understand that the design and technical needs of the Greenway are inherently different from those of Liberty State Park, and we are excited to think about the Greenway and its opportunity to showcase new, unique, and varied forms of cultural expression that span its 8.63-mile extents.



High Line Canal Framework Plan public meeting.

Relevant Greenway Experience



The Greenway

Proposed Realignment

• 8.63 Miles



Bronx River Greenway

New York, New York



Waterbury Active Transportation Grnwy.

Waterbury, Connecticut



The Rail Park†

Philadelphia, Pennsylvania



Deleware River Trail

Philadelphia, Pennsylvania



Middlesex County Greenway

Metuchen, Edison, Woodbridge, New Jersey



Camden County LINK Trail (Segments 1&2)

Camden, New Jersey



ECG Essex-Hudson Greenway

Hudson/Essex County, New Jersey

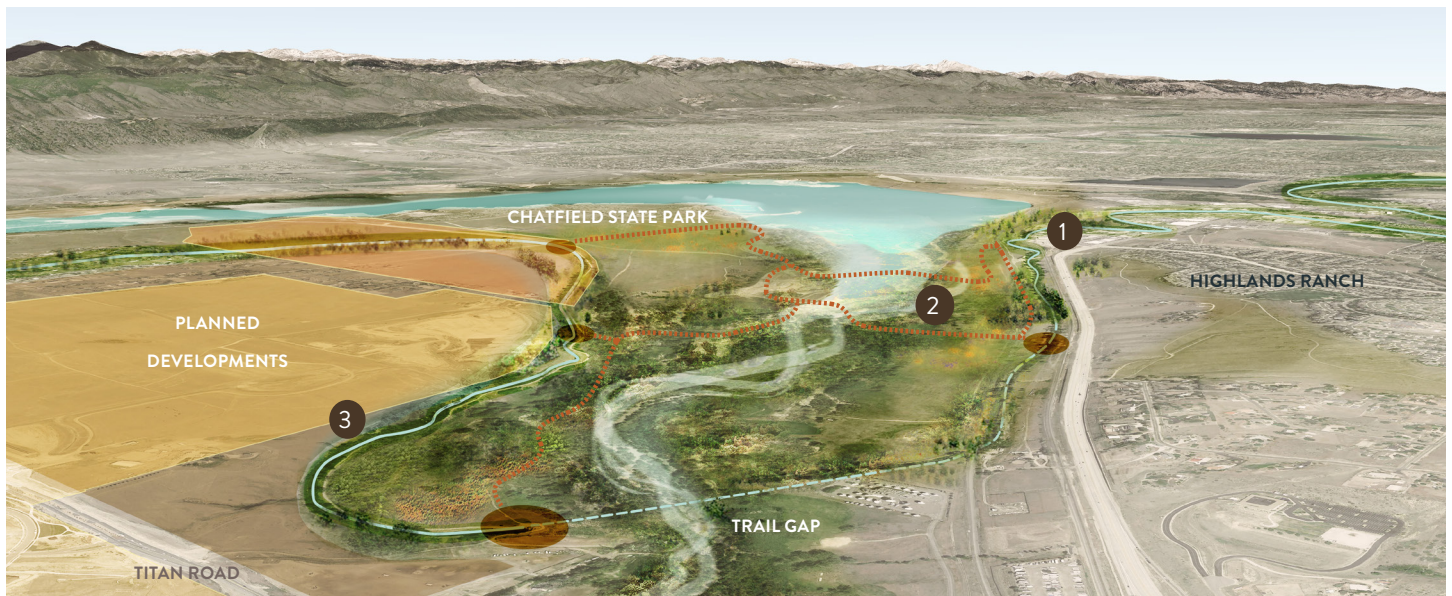


High Line Canal Framework Plan†

Denver, Colorado

† Work completed at Sasaki

General Info	Themes							
<ul style="list-style-type: none"> Length: 1.5 miles Shared use trail Active recreation complex along Bronx River 	Master Plan	Design	Built/ In Constrn.	Engagement	Equity	Communities Reached 3 Nbrhds.	Infra./ Post-Industrial	Resiliency
<ul style="list-style-type: none"> Length: 2.2 miles Shared use trail Design and construction of 7-acre park 	Master Plan	Design	Built/ In Constrn.	Engagement	Equity	Communities Reached 3 Nbrhds.	Infra./ Post-Industrial	Resiliency
<ul style="list-style-type: none"> Length: 3 miles Shared use trail Linear park network 	Master Plan	Design	Built/ In Constrn.	Engagement	Equity	Communities Reached 10 Nbrhds.	Infra./ Post-Industrial	Resiliency
<ul style="list-style-type: none"> Length: 3.3 miles NV5 prime consultants Off-road, multi-use continuous greenway 	Master Plan	Design	Built/ In Constrn.	Engagement	Equity	Communities Reached 5 Nbrhds.	Infra./ Post-Industrial	Resiliency
<ul style="list-style-type: none"> Length: 3.6 miles NV5 in collaboration with RBA Group Emphasis on ADA access 	Master Plan	Design	Built/ In Constrn.	Engagement	Equity	Communities Reached 3 Municip.	Infra./ Post-Industrial	Resiliency
<ul style="list-style-type: none"> Length: 22 of 33 miles NV5 leading design and permitting Urban-suburban-rural transect 	Master Plan	Design	Built/ In Constrn.	Engagement	Equity	Communities Reached 4 Municip.	Infra./ Post-Industrial	Resiliency
<ul style="list-style-type: none"> Length: 93 miles NV5 assisting East Coast Greenway Alliance and NJDOT 	Master Plan	Design	Built/ In Constrn.	Engagement	Equity	Communities Reached 2 Counties	Infra./ Post-Industrial	Resiliency
<ul style="list-style-type: none"> Length: 71 miles Agency leadership Prime L. Arch Goal to highlight unique character of varied communities 	Master Plan	Design	Built/ In Constrn.	Engagement	Equity	Communities Reached 17 Jurisdictions	Infra./ Post-Industrial	Resiliency



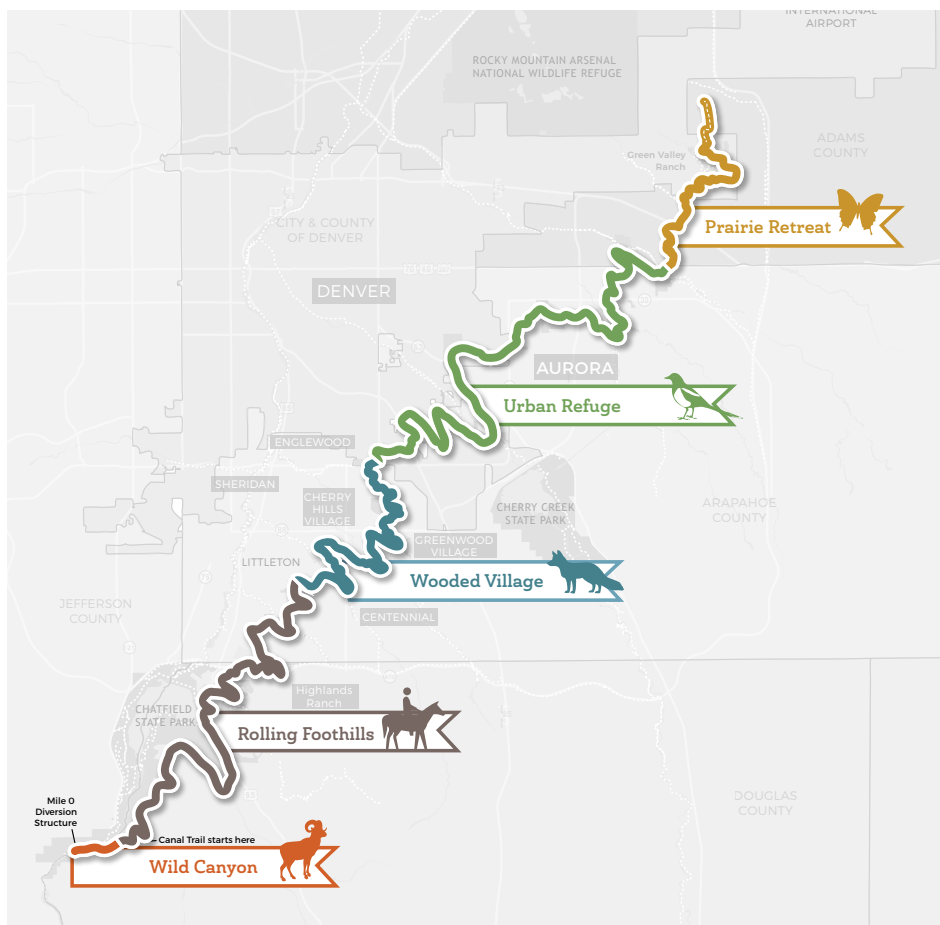
Closing the Gap. The Framework Plan closes a trail gap near Chatfield State Park. Private property limits new connections along the canal, so the plan envisions a phased approach: bypassing the gap with trails through the park in the near-term, and infrastructure improvements to create a canal-side connection in the long-term.



Wooded Village. The Framework Plan shows how the Canal can connect more seamlessly existing parks and open space assets, can accommodate various modes of mobility and improve tree health by capturing stormwater.



Rolling Foothills. The journey along the 71-mile long canal begins in the Rolling Foothills. Here, the plan imagines placemaking initiatives to capitalize on distant views to the mountains, interpret heritage assets and improve connectivity to regional trail systems.



High Line Canal Framework Plan

The High Line Canal Conservancy

Denver, Colorado

2018 - 2019

Size: 71 Miles

Select Awards

ASLA Colorado Chapter, Honor Award in Analysis and Planning. 2020

References

Harriet Crittenden LaMair
Executive Director
High Line Canal Conservancy
915 S Pearl Street, Denver, CO 80209

Meredith Wenskoski
President, Livable Cities Studio
3827 Lafayette St, Denver, CO 80205

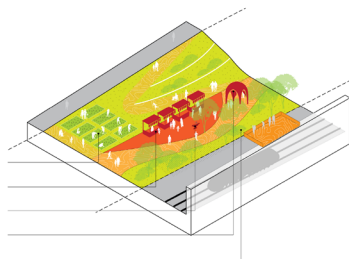
Building off the success of the High Line Canal's Vision Plan, Agency, in partnership with Livable Cities Studio and with the support of Sasaki, led the High Line Canal Conservancy and community to envision a bold future for the Canal called the Framework Plan. Engineered for the conveyance of irrigation water and now used primarily for recreation, the Canal's uniqueness as a greenway stems from its original function as a utility. It does not conform to the traditions of city grids or natural water bodies. Rather, it winds its way with the region's topography in a completely unexpected way—revealing to its users an unfolding sequence of views, encounters, and experiences that feel both interwoven within and a world apart from its urban context.

The High Line Canal Framework Plan serves as a pathway forward to revitalize and transition the Canal as a regional greenway while improving

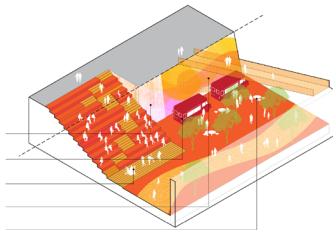
the health of the ecosystem. The Plan illuminates the opportunities and challenges accompanying a historic Canal system, while laying out inspiring and practical guidance for improvements that honor and enhance its unique attributes. The recommendations respect the character of the varied communities along the way and offer improvements to areas that are currently underserved by or in high need of open space.

The High Line Canal Conservancy and the design team worked closely with Denver Water, the 17 unique jurisdictions, and the Urban Drainage and Flood Control District throughout the process. Community outreach and engagement efforts around milestone open houses and smaller focus group meetings to discuss community specific needs and desires.

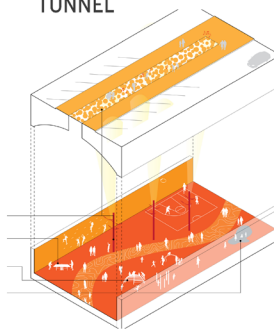
SOFT CUT



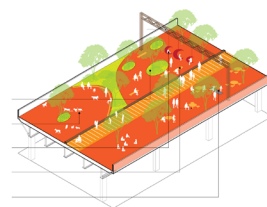
HARD CUT



TUNNEL

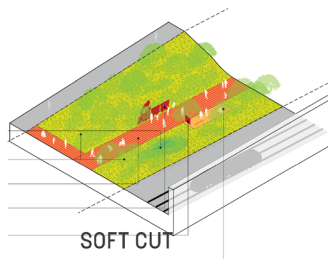


VIADUCT

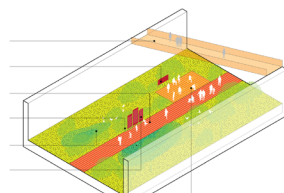


Landscape Character: Should the park be more passive or more programmed?

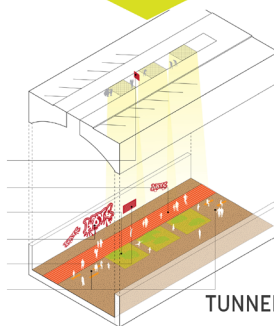
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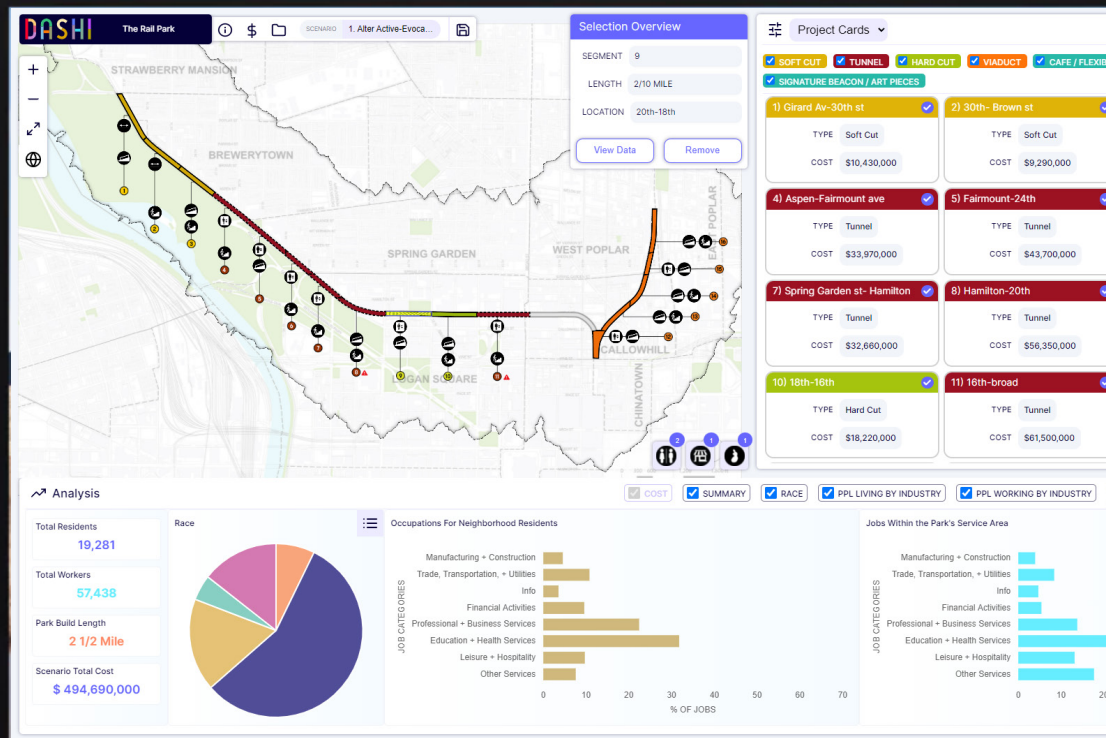
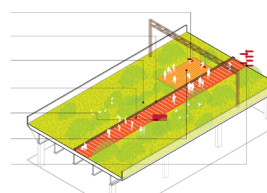
HARD CUT



TUNNEL



VIADUCT

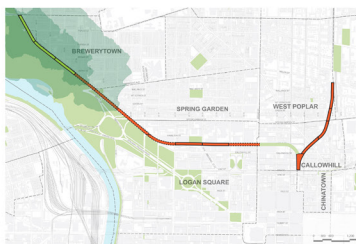


The Hard Cut



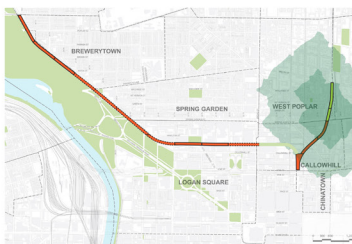
HARD CUT 9, 10

The Soft Cut



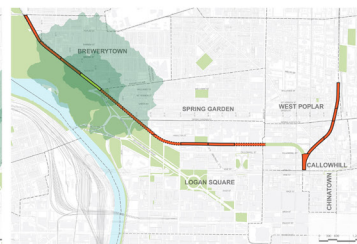
SOFT CUT 1, 2, 3

The Viaduct



VIADUCT 15,16

The Tunnel



TUNNEL 4



Rail Park Vision Plan

Friends of the Rail Park

Philadelphia, PA

2021-2022

Length: 3 Miles

Project Team Note:

Kate Tooke led the vision plan while a Principal at Sasaki. This project is part of her personal portfolio. †

References

Rebecca Cordes Chan
Friends of the Rail Park
1219 Vine Street, Philadelphia, PA 19107

The Friends of the Rail Park is a non-profit overseeing the planning, design, construction, operations and programming of what will eventually be a three-mile linear park through the heart of Philadelphia. The land is currently owned by several rail companies who have discontinued active rail use in the corridor, inviting the potential for four distinct park typologies - a viaduct section similar to New York's High Line, a trenched section, a tunnel and a softer at-grade condition - to connect ten diverse neighborhoods. In 2019, the group invested in a first phase of activation - a quarter-mile section of viaduct, and realized they needed a larger vision to guide the next phases of implementation.

Kate Tooke, while a principal at Sasaki, led a multi-disciplinary team that engaged the board and stakeholders in a series of analysis and priority workshops to coalesce a

collective vision and build momentum for implementation of phase 2.

The team built an interactive data-rich tool which allows users to test various design and development scenarios and measures the impact of alternate budget and phasing scenarios against the organization's goals. This nimble tool allows phasing and implementation to be a dynamic decision, reflecting real-time changes in grants, urban planning policies or land acquisitions.

Overall, the design vision sets a course for a 3 mile greenway that will be accessible + inclusive, active + vibrant and evocative + natural. Over 19 thousand resident, 57 thousand professionals will be within walking distance of this connected green corridor uniting Philadelphia.





Bronx River Greenway & Starlight Park

New York State
Department of
Transportation & New
York City Departments of
Design and Construction
& Parks and Recreation

Bronx, New York

2006 - Ongoing

Phase 1: 2006 - 2013

Phase 2: 2017 - ongoing

References

Mr. Jim Lau, RLA, NYSDOT R11
47-40 21st Street Hunters Point Plaza
Long Island City, NY 11101

Ms. Ellen Macnow, NYC Parks
Olmsted Center, Flushing Meadows-
Corona Park, Flushing, NY 11368

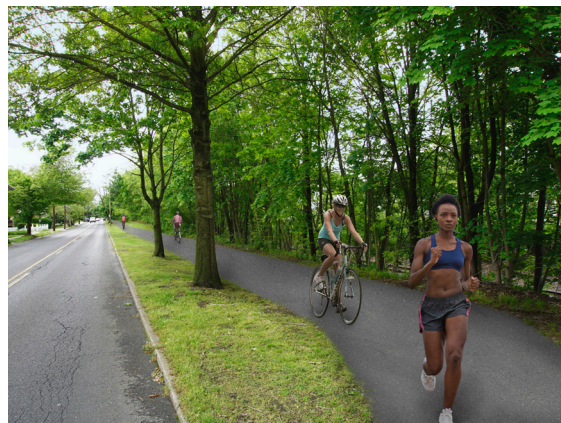
In 2007, NYSDOT Region 11 (NYC) hired NV5 to work collaboratively with their in-house landscape architects and civil engineers to design the \$17 Million first phase of what has now become a new \$50+ Million park and greenway trail running alongside a 1.5-mile long section of the Bronx River and Amtrak Railroad between Westchester and East Tremont Avenues. NYCDDC hired NV5 in 2017 to design and oversee construction of the \$35 Million Phase 2 portion of the project. The new shared-use trail crosses the river (and Amtrak) on four new pedestrian/bicycle bridges. The project also includes full reconstruction of portions of Devoe Avenue, 177th Street and East Tremont Avenue to facilitate continuation of the Greenway path to Bronx Park to the North within the mapped roadway right-of-way. The new park features an active recreation complex that

includes a synthetic surface multi-sport athletic field, basketball court, playgrounds, picnic areas, a boat launch, floating canoe and kayak docks, and opportunities to sit quietly along the river amidst a delicately reconstructed native riparian habitat.

Key Aspects:

- Park Master Planning
- Greenway Planning
- Park/Landscape Design
- Natural Areas Restoration
- Site/Civil Engineering
- Structural Engineering
- Traffic Engineering
- Environmental Assessment
- Agency Permitting
- Community Outreach





Camden County LINK Trail Priority 1 & 2 Segments

County of Camden

Camden, New Jersey

2019 - Ongoing

References

Maggie McCann Johns
Director, Department of Parks
1301 Park Boulevard
Cherry Hill, NJ 08002
[REDACTED]

Jack Sworaski
Project Manager
1301 Park Boulevard
Cherry Hill, NJ 08002
[REDACTED]

NV5 is currently providing permitting and preliminary and final design services for roughly two-thirds of the 33-mile long Camden County Link Trail (formerly known as the Cross Camden County Trail). The county is undertaking an aggressive schedule of completing the design and permitting of 22 miles of trail in eight different segments across the county between 2019 and 2025. This staggered approach to completing design packages will allow the county to have shovel ready projects and be highly competitive for state and federal funding.

NV5 is providing a full suite of services for this project, including topographic and boundary survey, geotechnical investigations, structural design of boardwalks, bridges, and an esplanade along the Cooper River, wetland and T&E investigations, NEPA

documentation, hazardous materials screening, cultural resources evaluation, landscape architecture, traffic, and public outreach.

Two segments of the trail are “rail-with-trail” and will be constructed parallel to an active Conrail line. NV5 is leading the efforts for permitting and easement acquisition with Conrail.

The trail design is unique in that it traverses the county’s urban-suburban-rural transect, so that each segment must have its own context-sensitive design. At the same time, NV5 worked with the county to develop uniform design standards for placemaking and intersection “nodes” to tie the trail together county-wide. These standards will respect the many historical suburban downtown settings through which the trail crosses.

PREFERRED ALIGNMENT: BOONTON LINE - PHOTO BOARD

PREFERRED ALIGNMENT
NEWARK



Norfolk Street Sharrows, Newark



Norfolk Street, Newark



Branch Brook Park, Newark



Boonton Line: Greenwood Lake St, Newark



Boonton Line: Route 21 (Passaic River)

PREFERRED ALIGNMENT
HARRISON / KEARNY



Boonton Line at Passaic Avenue, Kearny



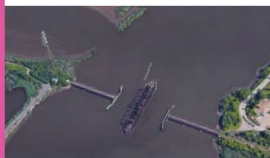
Ice & Iron Trail, Highland Ave, Newark
Concept / Rendering



Boonton Line: Forest St, Kearny



Boonton Line: Kearny



Boonton Line: Hackensack River

PREFERRED ALIGNMENT
JERSEY CITY



Boonton Line: Hackensack River



Laurel Hill Park, Secaucus



www.bergenarches.com, Jersey City
Concept / Rendering

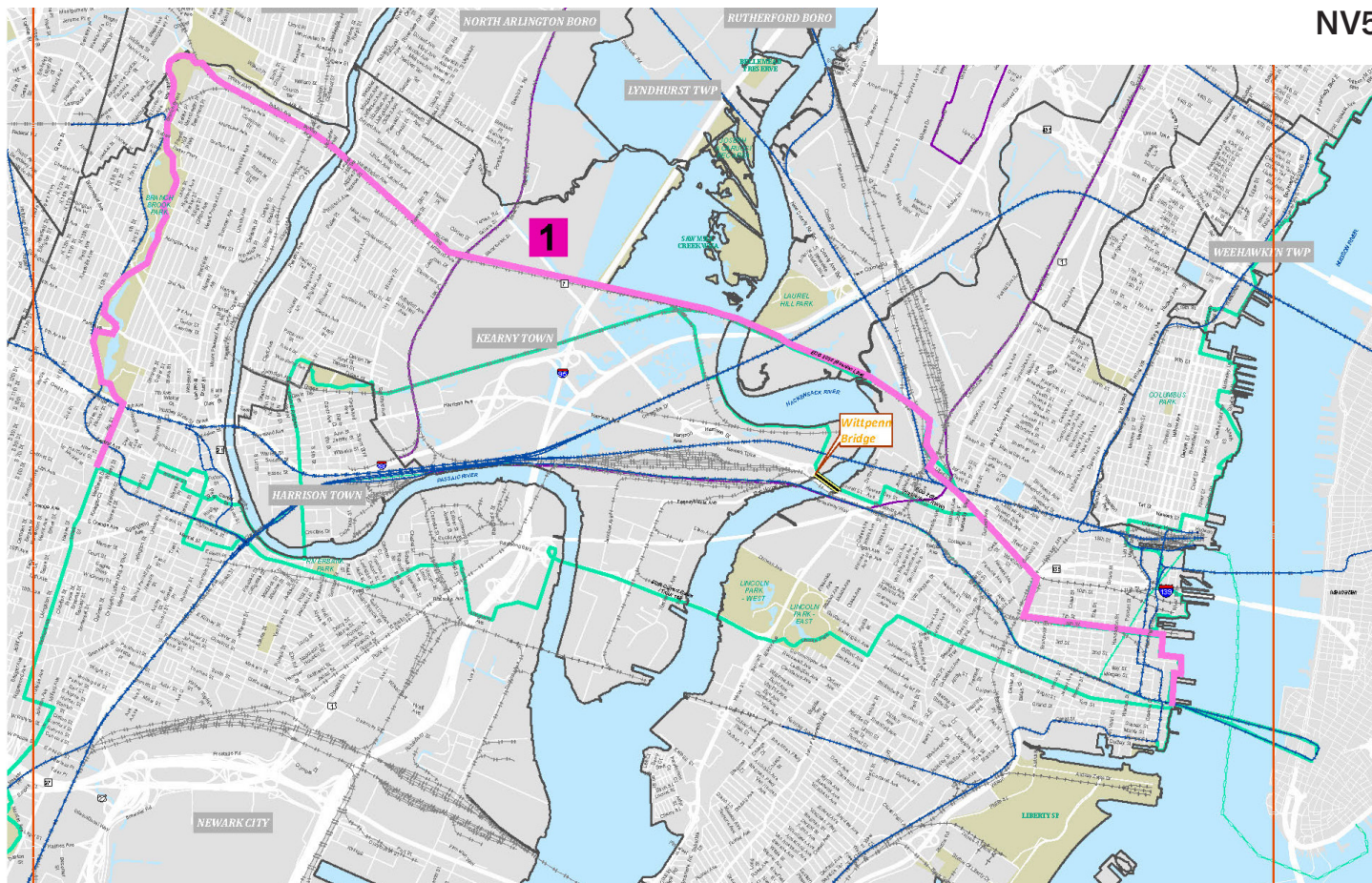


www.embankment.org, Jersey City
Concept / Rendering



Hudson River Waterfront Walkway, Jersey City





ECG Essex-Hudson Greenway Connector Routing Plan

Hudson/Essex County

Hudson/Essex County, New
Jersey

2017 - 2019

References

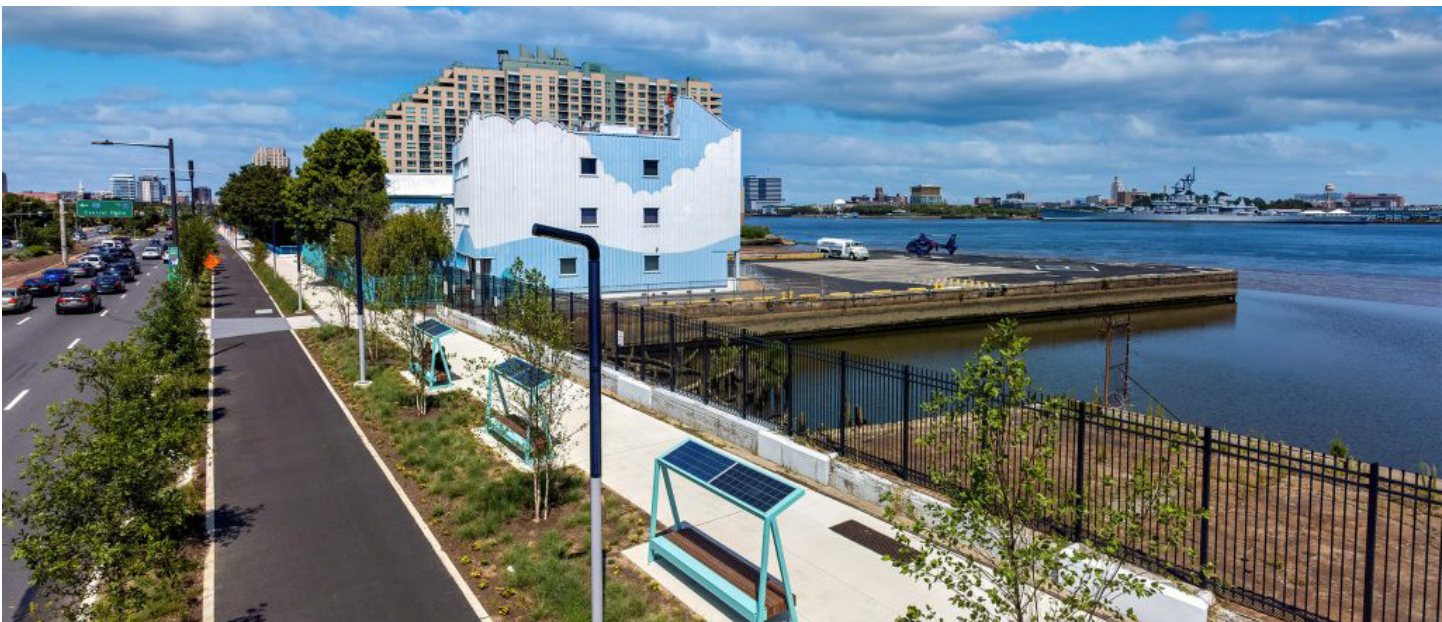
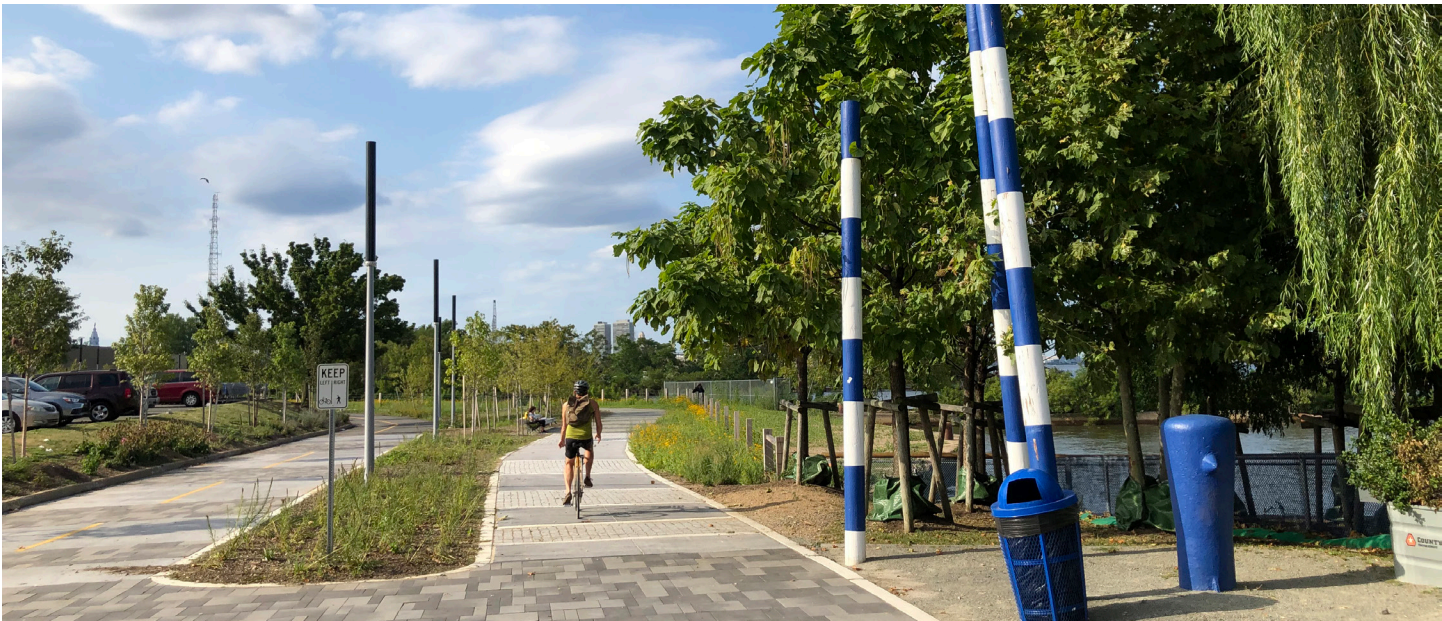
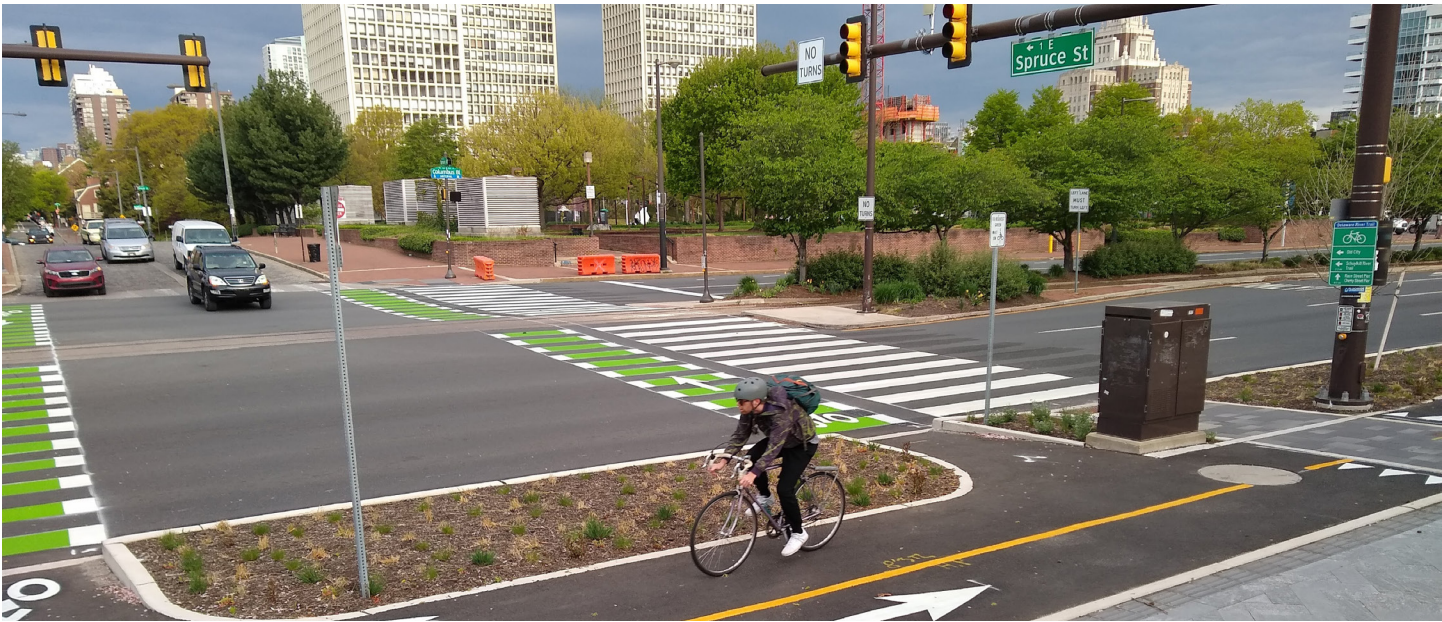
Elise Bremer-Nei
William Riviere
1035 Parkway Avenue
Trenton, New Jersey 08625

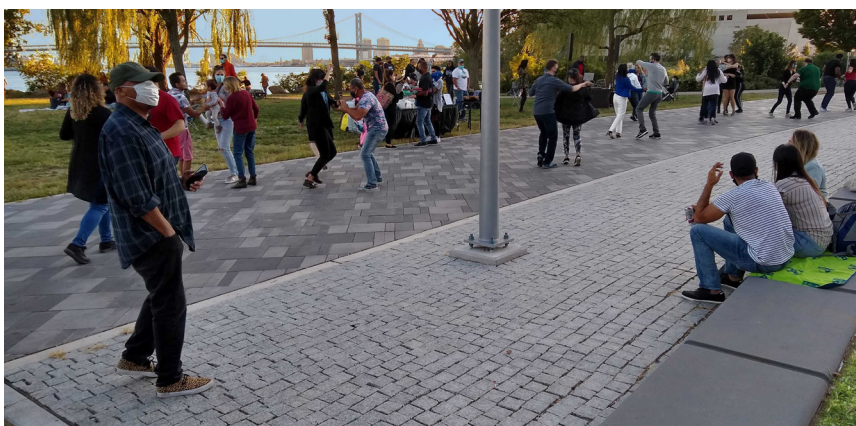
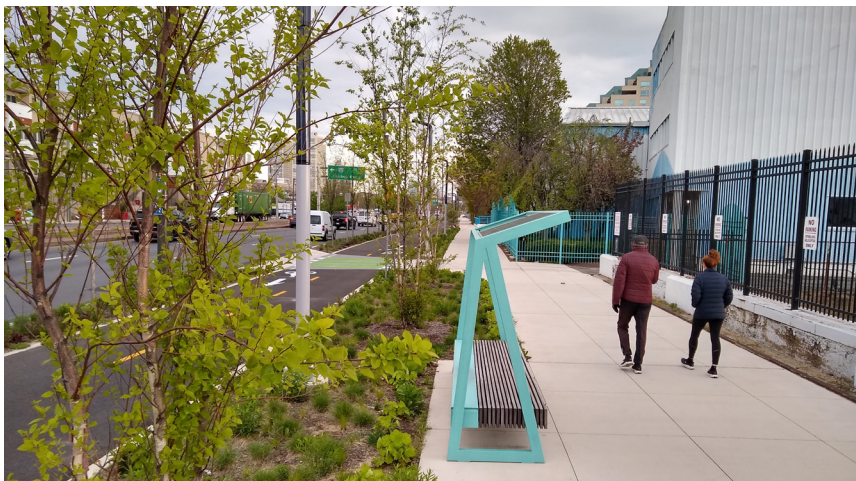
The East Coast Greenway (ECG) is a developing trail system linking the major cities of the Eastern Seaboard between Canada and Key West, Florida. More than half of the 93 miles of the ECG in New Jersey are currently on off-road shared use paths. NV5 assisted the East Coast Greenway Alliance and NJDOT in developing a routing plan to enhance the ECG between the state's two largest cities, Newark in Essex County and Jersey City in Hudson County, as well as the surrounding municipalities. This routing plan provided for an off-road shared use path that would offer key recreational and utilitarian walking and bicycling options across the Passaic and Hackensack Rivers.

The study included an analysis of existing reports, resources and maps, field visits, stakeholder input, right-of-way, river crossings, industrial

uses, environmental concerns, traffic, rail corridors, redevelopment areas, cleanup sites, the Wittpenn Bridge replacement project, and regionally significant land use and redevelopment opportunities.

Five alternative alignments for the ECG Essex-Hudson Greenway Connector were developed and presented to stakeholders. The Boonton Line Corridor option emerged as the preferred alignment. This railroad corridor is currently inactive and has the potential to be a largely off-road (95%) shared use path that can be used by people of all ages and abilities.





Delaware River Trail Delaware River Waterfront Corporation (DRWC)

Philadelphia, Pennsylvania

2011 - 2022

References

Lizzie Woods
Vice President of Planning and Capital
Programs
Delaware River Waterfront Corporation 121
North Columbus Blvd., Philadelphia, PA
19106

Senior Planner + Project Manager
Delaware River Waterfront Corporation 121
North Columbus Blvd., Philadelphia, PA
19106

NV5 was the Prime Design Consultant hired by DRWC in 2011 to provide a comprehensive Master Plan and Feasibility Study for a continuous off-road multi-use 'Greenway' trail paralleling the Delaware River shoreline in Center City (downtown) Philadelphia. NV5 went on to design the trail, completed in 2022, at a total estimated cost of more than \$30 Million. Northern and Southern portions of the trail are directly adjacent to the shore and afford water access. The section in the middle is a shared-use side-path that runs along the east side of Columbus Boulevard and Delaware Avenue. NV5 worked with local communities, the Philadelphia Arts Commission, the Philadelphia Landmarks Preservation Commission, Philadelphia Streets Department, Pennsylvania DOT and the Pennsylvania Department of Environmental Protection.

The first section of the DRT to be

built ran along Delaware Avenue and Penn Street from Spring Garden Street to the Sugar House Casino. It established the design vocabulary for the rest of the project. It included the creation of a generously sized new Urban Plaza at the intersection of Delaware Avenue and Penn Street by closing a free-right-turn slip lane. Where the width of the ROW allows, the Trail separates bicyclists and pedestrians with linear rain gardens to mitigate storm water. The entire corridor streetscape is improved with trees, plantings, benches, litter receptacles, bicycle racks, solar powered lighting and wayfinding. Off-road sections of the trail along the waterfront and through Penn Treaty Park are more pastoral and bucolic with timber and wire fences, rustic furnishings, native riparian plantings and trees, and plenty of opportunities to get off the path and touch the water.





Middlesex County Greenway

Middlesex County Department of Public Works

Metuchen, Edison, and
Woodbridge, NJ

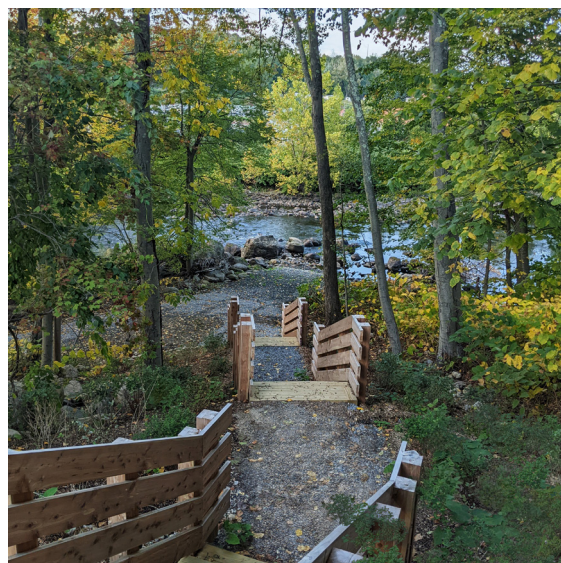
2010 - 2012

References

Rick Lear, Director of Parks and
Recreation
Middlesex County
75 Bayard Street, 5th Floor
New Brunswick, NJ 08901
[REDACTED]

NV5, then The RBA Group, provided planning and design services for greenway trailheads/access points and street crossings along 3.6 miles of converted railroad right-of-way in three Middlesex County towns. The trailhead/access point designs included gateway structures, paving materials, and site amenities including wayfinding and interpretive signage, landscaping, bicycle racks, and seating. Many of the access points involved the design and construction of stair and ramp systems for ADA access to portions of the right-of-way that are grade-separated. Street crossings were designed for trail user comfort, visibility, and MUTCD-compliance. The street crossings typically included: high visibility crossing treatments, lighting, warning signs, and enhanced warning light systems where warranted.





Waterbury Active Transportation & Economic Resurgence (W.A.T.E.R) Project & Naugatuck River Greenway

City of Waterbury

Waterbury, CT

2011 - Present

References

Ms. Kathleen McNamara
Grants Administrator
235 Grand Street
Waterbury, CT 06702
[REDACTED]
[REDACTED]

Waterbury Naugatuck River Greenway (WNRG) Phase 1 - NV5 was hired in 2011 by the City of Waterbury and the Connecticut DOT to provide conceptual through final design and construction administration services for a 2.2-mile pedestrian and bicycle path along the east side of the Naugatuck River. The project also included design and construction of a new 7-acre passive recreational park with canoe and kayak launch and nature trails called Platt Cove Park located at an historic and scenic bend in the River. The innovative trail design implemented a “road-diet” on South Main Street to create the space needed for a multi-use side-path on the west side of the road with views overlooking the river. An 800 foot +/- long portion of the trail passes behind a row of commercial buildings on a unique new structure cantilevered over the steep riverbank. The trail, however, stopped 2.5 miles south of downtown Waterbury.

WATER Project – Because the WNRG Phase 1 Project did not reach all the way into downtown Waterbury, stopping approximately 2.5 miles to the south, NV5 proposed to the City that they pursue a Federal TIGER grant to A) continue the

trail another 2.5 miles along the Riverfront, and B) construct the infrastructure improvements needed to catalyze redevelopment of the derelict industrial neighborhood and former rail yards that cut downtown Waterbury off from its Riverfront.

In 2014 NV5 prepared preliminary engineering plans and an accompanying TIGER grant application for a 2.5 mile continuation of the Greenway along the River, construction of a proposed new 9-acre waterfront park and reconstruction/ construction of a number of streets in the industrial neighborhood. The project was estimated to cost \$30 Million and the TIGER Application sought a \$19.5 Million Grant. The TIGER Program awarded \$15 Million to the City with the stipulation that the money could only be used to build the proposed roadway and infrastructure improvements, not the extension of the Riverfront Greenway or the new waterfront park. NV5 went on to perform Final Design and oversee the reconstruction of Freight and Jackson Streets and the construction of a new street called...New Street, all designed as ‘Complete Streets’ with state-of-the-art pedestrian and bicycle facilities linking downtown to the River.

At Home in the Garden State

Our team prides itself on its long track record of designing and planning beautiful, beloved parks and connective spaces in the Garden State.

It is important to us that our designs for Liberty State Park and the Greenway are informed by community engagement, and we understand that though we are designing cultural destinations and community connectors with regional and national appeal, it is critical that these spaces look and feel unique and special to New Jersey.



Jersey City Community Facilities, Open Space, and Recreation Plan,

Relevant Experience in and Around New Jersey

**NYS&W Bicycle /
Pedestrian Path**



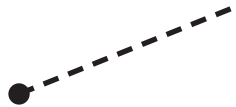
**Marsha P. Johnson
State Park**

Jersey City, New Jersey



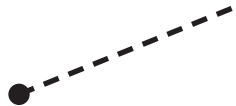
**Jersey City Community Facilities,
Open Space and Recreation Plan**

Jersey City, New Jersey

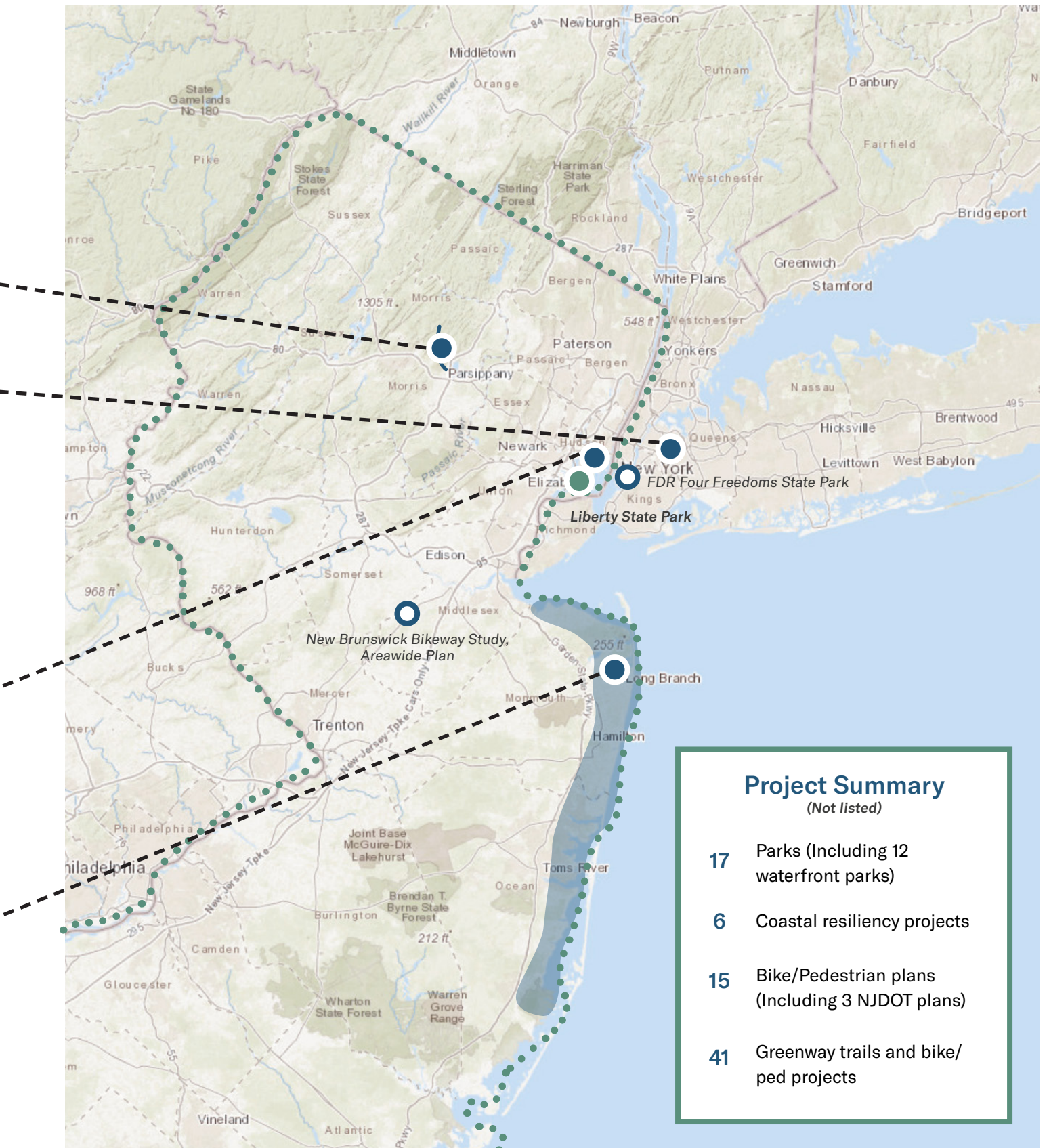


Rebuild by Design†

Jersey Shore, New Jersey



† Work completed at Sasaki







Rebuild by Design[†] U.S. Department of Housing and Urban Development

Jersey Shore, New Jersey

2013 - 2014

Reference

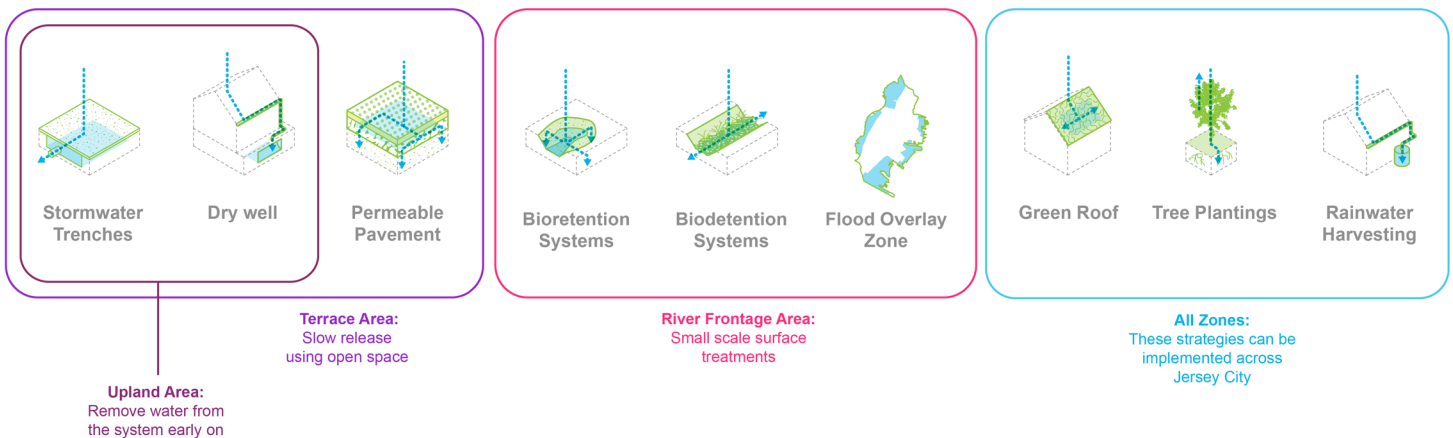
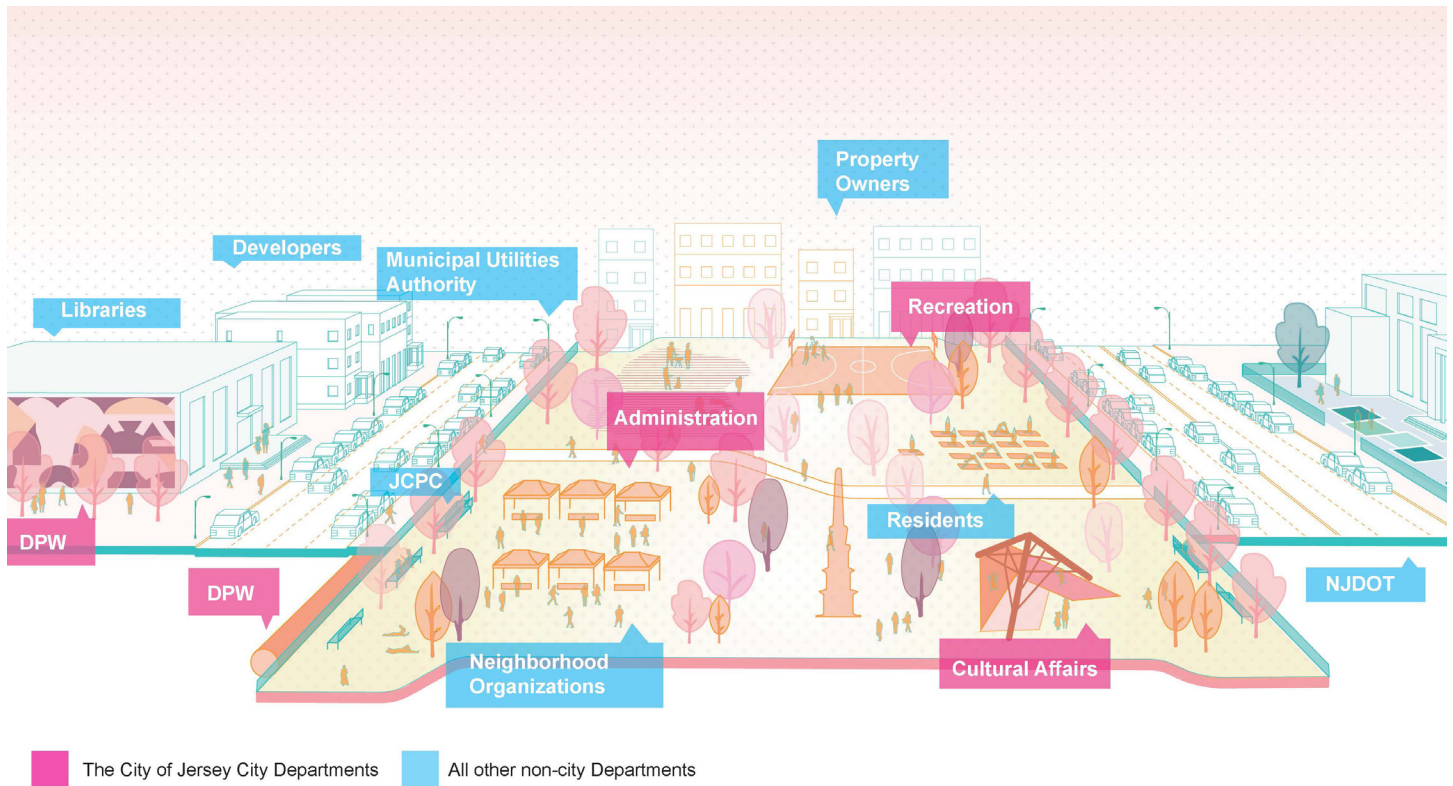
Amy Chester
Managing Director, Rebuild by Design
20 Cooper Sq. Rm 232
New York, NY 10003
[REDACTED]

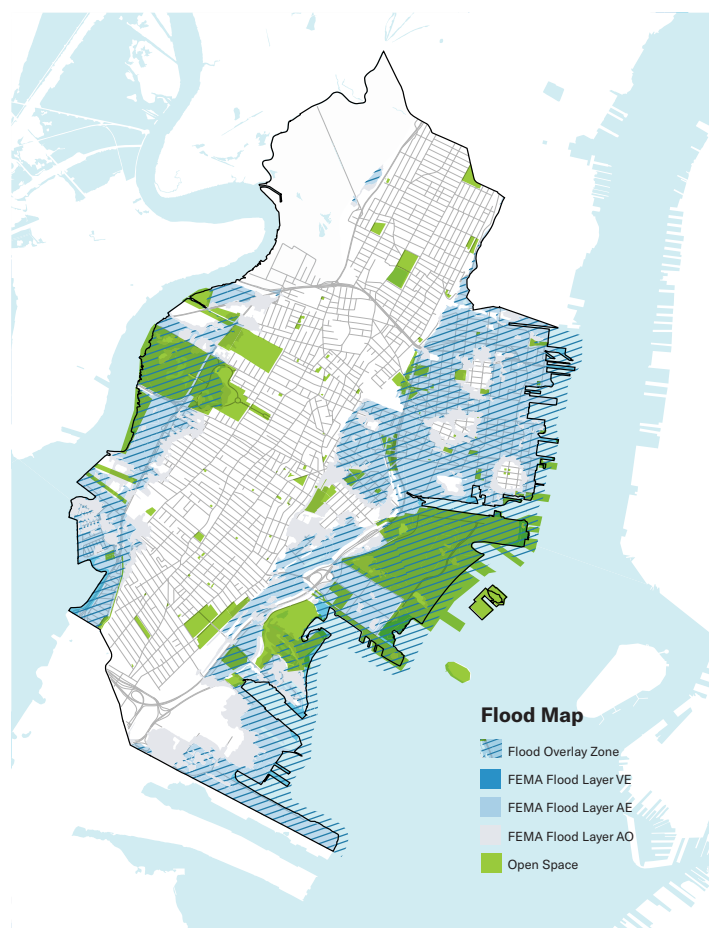
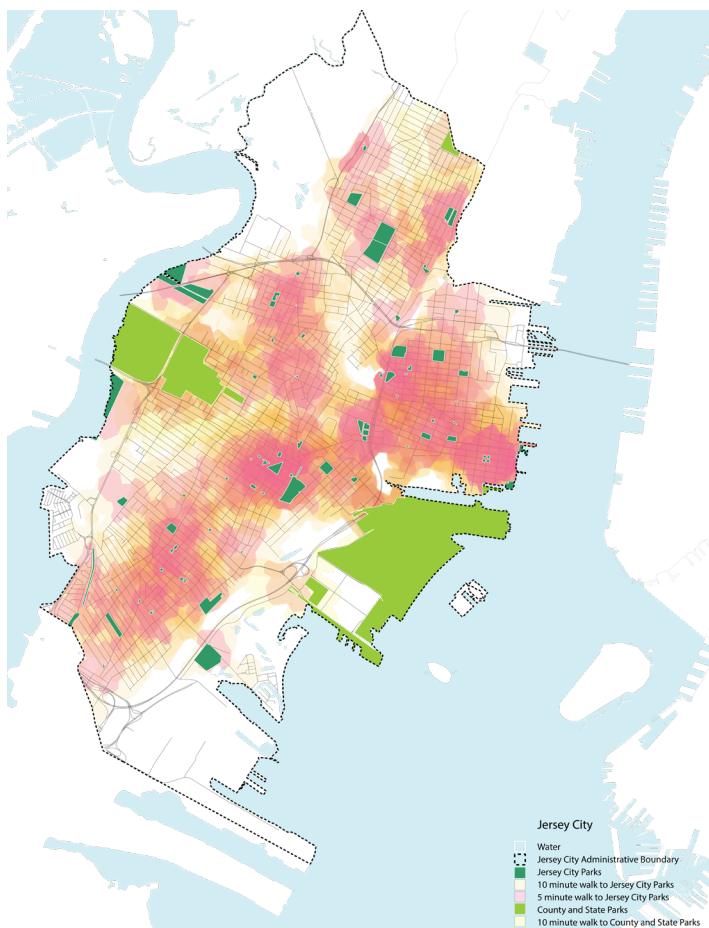
Jason S. Hellendrung, ASLA, PLA
Vice President, Planning & Design
Tetra Tech
31 State St., 3rd Flr., Boston, MA 02109
[REDACTED]
[REDACTED]

The United States Department of Housing and Urban Development held a competition for ten expert teams to envision solutions to increase resilience across the Sandy-affected region. The Sasaki team – led by Gina Ford and Brie Hensold – was drawn to the New Jersey Shore as a study area, both for its significance as a cultural landscape and a powerful contributor to the state's economy.

Our regional framework for the New Jersey Shore developed resiliency strategies for a series of typical coastal landscapes, including the tourist havens of the barrier beaches, the working waterfront's of the inland bays and the diverse communities of the headlands. Our solutions integrated the strong cultural identity and historic use of the landscapes with new ideas for increased ecological function.

Ecologically, the Beach is a dynamic and constantly shifting edge. Yet, many communities invest significant effort in armoring the beach, often at the expense of its ecological health. Culturally, the Beach is a temporal destination for various populations—a place of recreation, relaxation, food, escape, games, and social interaction. To bring greater resilience, ecological health and social interaction to the Shore, our project re-imagined a series of love affairs—where the marriage of culture and ecology would catalyze unexpected results. Using geology typologically, we articulated three coastal conditions that each had a unique character, form, environmental condition and flood risk. These served as tools to illustrate regional challenges and lenses with which to select case study communities.





Jersey City Community Facilities, Open Space and Recreation Plan

City of Jersey City

Jersey City, New Jersey

2020-2021

Reference

Tanya R. Marione, PP, AICP
Director of City Planning
Department of Housing, Economic
Development, and Commerce
1 Jackson Square
Jersey City, NJ 07305

Barkha R Patel, AICP
Director
Department of Infrastructure
13-15 Linden Avenue East
Jersey City, NJ 07305

As New Jersey's fastest growing city, Jersey City has experienced sustained growth since the 1980s. Amid this evolution, The City of Jersey City has consistently maintained its master plan, with updates to the City's master plan in 2000, to the Open Space and Recreation Element in 2008, and today, in order to meet the changing needs for community-serving facilities and spaces of its growing and diversifying community. The plan for Jersey City's community centers, libraries, open spaces and programs is happening at a time of significant momentum around the future of the city. To be the best stewards of the future, attention must be given to resilience, affordability, and equity.

Jersey City is in the process of reinvesting in critical green infrastructure, as well as allocating funds for major renovations of existing facilities and parks to align with trends and community needs. Over 1,000 acres of Parkland sits within the Flood

Overlay Zone. Recently, under the guidance of new leadership, the City has invested over \$6 million in parks and recreation facilities and increased the City-owned parkland by eleven percent. This show of commitment to increasing access between the city's diverse communities and recreation is creating more places for people to thrive.

As the leaders of the plan's open space element of the plan, Agency is placing great attention on crafting a game plan to increase access to amenities the community desires the most, while balancing the City's unique ecological needs. While community engagement pivoted to mailers and virtual initiatives in the wake of COVID -19, teams also provided paper surveys available at library facilities and city hall. Yet, there were still moments for in person conversations during socially distanced activities with community members.





NYS&W Bicycle/ Pedestrian Path

Morris County Engineering & Transportation

Morris County, New Jersey

2018 - 2022

References

Danielle Malavarca PE, Senior Engineer
[REDACTED]
[REDACTED]

Christopher Vitz, PE, County Engineer
[REDACTED]
[REDACTED]

P.O. Box 900 Morristown, NJ 07963

NV5 was retained to perform professional services ranging from scoping and feasibility analysis through engineering design of the proposed five-mile NYS&W off-road path that spans two counties and three municipalities. NV5 developed several alternatives resulting in a preferred alternative for a new 10-foot wide bicycle/pedestrian path. NV5 served as lead for consensus building among three municipalities and two counties. An extensive three-phased public outreach process was instituted to ensure the design concept would be sensitive to and accepted by the local communities. Efforts included coordination with Morris County, NJTPA, NJDOT, NJDEP, FHWA, and the NYS&W Railroad. NV5 also prepared the required documentation to file for and obtain NEPA categorical exclusion. Environmental permits obtained include NJDEP Freshwater Wetlands Individual Permit; NJDEP Flood Hazard Area Verification,

Individual Permit and General Permit #12; and SESC Plan Certification (Hudson-Essex-Passaic and Morris County SCD's). Final engineering and environmental analyses are complete and construction is underway.



Planning for Greenways

A Guidebook for New Jersey Communities

Prepared for:



Prepared by:



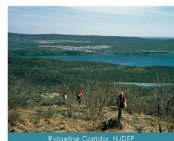
NOVEMBER 2019

GREENWAY CORRIDOR TYPES

Greenways may follow natural corridors such as streams, rivers, and ridgelines - with or without trails - or constructed corridors such as former or active railroads, canal towpaths, utility corridors, and roads with trails. Some may include historic sites with stories to convey about their place in New Jersey's history.



PROTECTED GREENWAY CORRIDORS MAY OR MAY NOT INCLUDE TRAILS, DEPENDING ON THEIR PURPOSE AND CHARACTERISTICS.



CHARACTERISTICS
Greenways follow corridors that are separate from roads except for intersections where their paths cross. However, in a state as developed as New Jersey, on-road connections between off-road segments are often necessary because of gaps in the alignment. Connections to local destinations necessarily follow roadways that should be designed to safely accommodate walkers and bicyclists.

FIRM SURFACE

Shared use paths used for transportation have firm surfaces to accommodate users of all ages and abilities. Firm surfaces are good for wheeled transport, such as bicycles, skateboards, wheelchairs, and strollers, and are accessible to people with disabilities. Information on soil cement, resin-based stabilized material, recycled materials, and other firm surfacing materials are available from many manufacturers.

6

Planning for Greenways: A Guidebook for New Jersey Communities



Most Comfortable



Least Comfortable

BICYCLE FACILITIES FROM MOST TO LEAST COMFORTABLE

- Greenways with shared use paths
- Side Paths (dedicated facility adjacent to roadways)
- Separated Bicycle Lane (dedicated facility separate from travel lane)
- Buffered Bicycle Lane (dedicated facility buffered from travel lane)
- Standard Bicycle Lane (adjacent to travel lane)
- Shared Lane Markings (Sharrows)

Complete Streets

Complete Streets are roads designed for safe and convenient travel along and across streets for people of all ages and abilities - pedestrians, bicyclists, motorists, movers of commercial goods, and transit riders. Many New Jersey municipalities and counties have passed Complete Streets resolutions and policies. Implementing Complete Streets means changing the way transportation investments are made. The goal is that all on-road greenway connectors are on Complete Streets.

USEFUL RESOURCES

NJ Bicycle and Pedestrian Resource Center, NJ Safe Routes to School Resource Center, Voorhees Transportation Center, Rutgers University

National Complete Streets Coalition (NCSC), a program of Smart Growth America
Complete & Green Streets for All: Model Complete Streets Policy & Guide, 2019, NJDOT

2017 State of New Jersey Complete Streets Design Guide, NJDOT

New Jersey Bicycle & Pedestrian Master Plan, 2016, NJDOT

Missing Links: Trail Development Strategies, Creating Trail Connections in the Central Trail Region, 2019, Tri-State Transportation Campaign

Pathways for the Garden State: A Local Government Guide to Planning Walkable, Bicyclable Communities, 2004, Association of NJ Environmental Commissions



CONNECTIONS

Greenways connect people with places. They serve as the spine of local walking and bicycling networks that provide important connections to community destinations such as parks, neighborhoods, schools, downtowns, shopping centers, transit stops, and local attractions. Connections to restaurants, bicycle shops, and other support services for greenway users will help to bring business to local communities.



Colonial Park, Somerset County, NJ

WALKABILITY AND BIKABILITY

Measures of walkability and bikability consider the distances people are typically willing to walk or bicycle to reach a destination. Although estimates vary, a ¼- to ½-mile walk (5 to 15 minutes) or up to 5 miles on a bicycle (20 minutes) have been used as benchmarks, depending on local context. Routes from a greenway to public destinations should be designed to safely accommodate greenway users.

Connect to ...



Schools



Attractions



Greenways



Greenways



"Main Streets"

1. Introducing Greenways

7



Groundbreaking

Once the construction contract is awarded, it is common to hold a groundbreaking ceremony to celebrate the milestone and recognize the many people who have contributed to the development of the greenway. For such an event, it is common to invite elected officials, funding agencies, land owners, government and consulting professionals, and the grassroots volunteer groups who are often the catalyst behind this type of project.

The groundbreaking ceremony is an opportunity to invite press coverage and inform the public that the new greenway asset is within reach. It is a great time to build buzz around the project. Consider exciting ways to document the process of change, such as a time lapse camera or drone photography along the construction site.



Groundbreaking of a segment of the Delaware Canal path, Trenton

Construction Activity and Administration

Construction activity is both exciting and challenging. Some community members will be excited to see construction vehicles and the process of change happening before their eyes. Others may lament the temporary parking and staging areas that are necessary for construction vehicles and materials, the noise, and occasionally the need to take an alternative route to get somewhere. Design teams anticipate and minimize construction impacts to the greatest extent possible.

Construction administration primarily consists of having the greenway owner or an owner's representative available to interface with construction contractors and resolve issues in the field and inquiries related to construction methods and materials. Construction administration can be carried out by professionals in government (the owner) or consulting (the owner's representative).



Trail construction of the South Mountain Reservation, Essex County

Ribbon Cutting

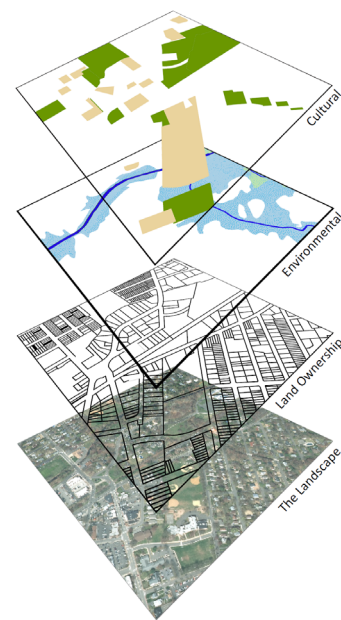
Once construction is complete, it is time to hold a ribbon cutting ceremony. The ribbon cutting is the bookend to the groundbreaking ceremony and should include a similar list of invitees including elected officials, funding agencies, the design team, the volunteer group, the construction crew, and the public. This is an opportunity for people to access and use the greenway facility for the first time. It is an exciting moment in the community and a time to celebrate! It is also an excellent opportunity to recruit greenway ambassadors and other volunteers willing to support the greenway and even contribute to maintenance efforts over time.



Krispers Trail at Marshfield Township, Burlington County, NJ

50

Planning for Greenways: A Guidebook for New Jersey Communities





Planning for Greenways: A Guidebook for New Jersey Communities

New Jersey Department of
Transportation

Statewide, New Jersey

2018 - 2019

References

Elise Bremer-Nei
William Riviere
1035 Parkway Avenue
Trenton, New Jersey 08625

Select Awards

2022 ACECNJ Engineering Excellence
Distinguished Award Winner

Interest in greenways for walking and bicycling is on the rise in New Jersey. Municipalities and counties are embracing greenways as a strategy to support more walkable, bikeable, and sustainable communities, recognizing greenways as a useful and cost-effective tool to address a wide range of community issues.

Planning for Greenways: A Guidebook for New Jersey Communities focuses on greenways with paths for walking or wheeled transportation and is tailored to help grassroots groups, nonprofit organizations, and government staff better understand the development steps from concept to ribbon-cutting. The guidebook is designed to orient newcomers to the development of transportation greenways that have conservation and recreational value.

NV5 was tasked by NJDOT with developing the Greenways Guidebook as a demonstration project of the Together North Jersey Livable Task Force. The process included outreach to volunteers and professionals involved in greenway development, as well as close collaboration with a steering committee.



NV5



Multi-Design Services Term Agreement for the NYC State Parks Region

New York State Office
of Parks, Recreation &
Historic Preservation

New York City

2017 - 2022

References

Mr. Stephen McCorkell, RLA
Capital Facilities Manager – New York City
Region
163 W 125th Street, 17th Floor
New York, NY 10027

NV5 was awarded this term agreement for landscape architecture and other design services by OPRHP for the New York City Region. Capital project assignments awarded to date include:

Design and construction administration for a fast-tracked design-build contract to construct the newly christened Marsha P. Johnson State Park, located on the East River shoreline in Williamsburg, Brooklyn (A). NV5 was also awarded an assignment to design and oversee construction of ADA upgrades and other site improvements at Four Freedoms State Park on Roosevelt Island, Manhattan (B).

At Gantry Plaza State Park, located on the Long Island City, Queens East River shoreline, NV5 designed the reconstruction of the tennis, basketball and handball courts (C), the shoreline revetment, and upland landscape (D). At Riverbank State Park, NV5 was responsible for

managing architectural rehabilitation projects including new mechanical and electrical systems for the ice rink, a new roof and MEP service for the restaurant (E). NV5 is also designing a salt marsh restoration project at Bayswater S.P. on Jamaica Bay in Queens (F), and a paths and drainage reconstruction project in Clay Pit Ponds S.P. on Staten Island.

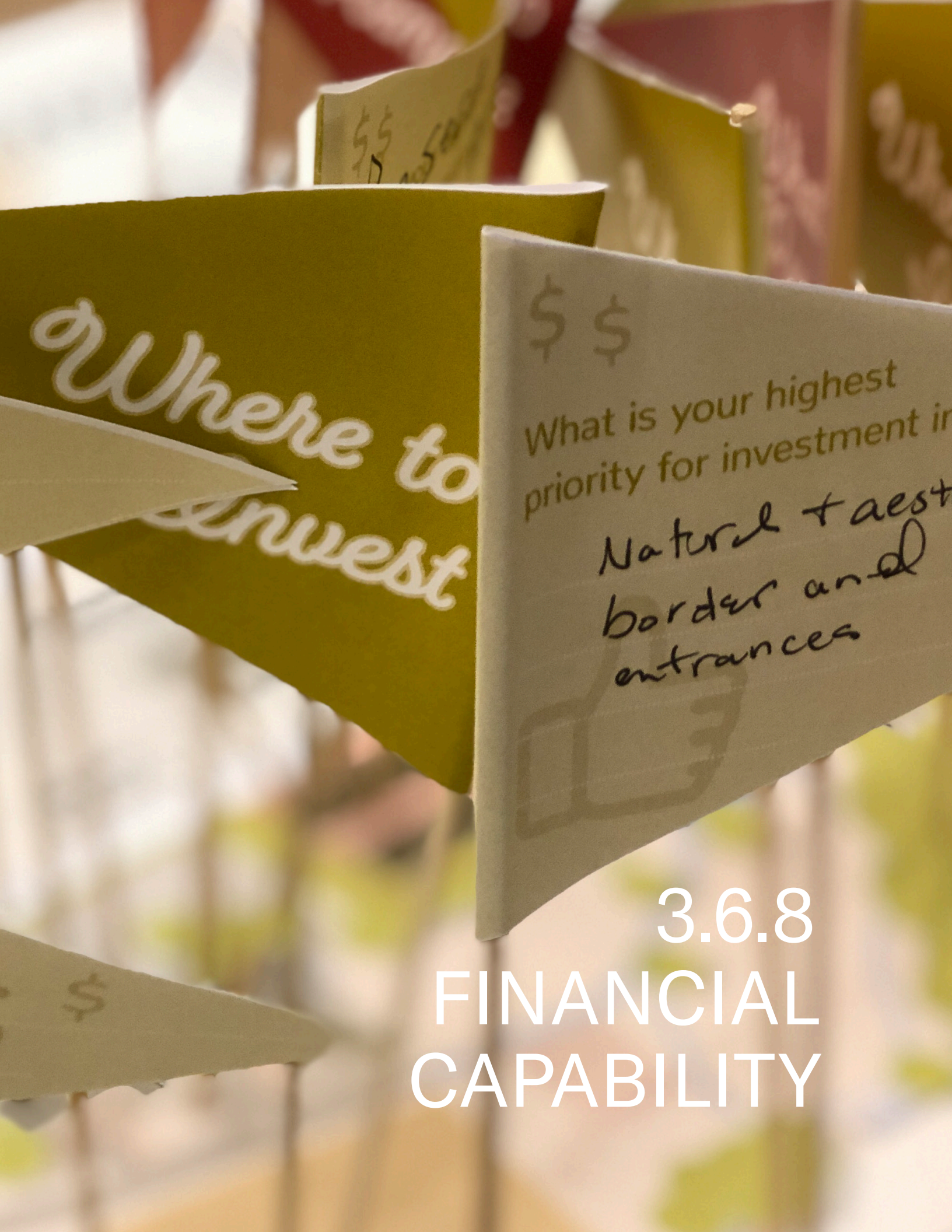
What is your highest
priority for investment in the Park?

low head height -
needs brighter lights

What is your highest
priority for investment in the Park?

AT GRADE
crossing

2000 DIET



Where to
invest

\$ \$

What is your highest
priority for investment in

Natural + aest
border and
entrances

3.6.8 FINANCIAL CAPABILITY

FINANCIAL CAPABILITY

We have included a financial statement from our accountant, with attached profit & loss and balance sheets for 2019-2021.

Note about Confidentiality:

We would like to request that pages marked “confidential” are exempt from the Freedom of Information Act because they contain financial information.

This section is an internal document that is not a public record pursuant to N.J.S.A. 47:1a-1.1 as it constitutes intra-agency advisory, consultative, or deliberative material.

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APPENDIX - FORMS

Note about forms

Within this document, we have included the signed terms and conditions, certificates of liability insurance, forms checklist, subcontractor utilization forms, business registration certificates, and state price sheets. All other forms have been submitted on NJ START.

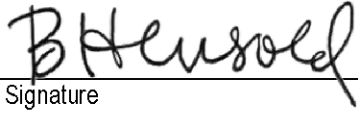
Business Registration Certificates

We have included all subcontractor business registration certificates for consultants that we imagine will participate in at least 15% of the contract bid threshold (and that are currently registered in New Jersey). The remaining subcontractor registration forms will be obtained ahead of any work order initiation.

State of New Jersey Standard Terms and Conditions

(Revised September 1, 2022)

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT



Signature

11/14/2022

Date

Brie Hensold, Principal Planner

Print Name and Title

Agency Landscape + Planning, LLC

Print Name of Contractor

monitoring to affected parties; forensics; cost of public relations consultants; regulatory compliance costs; costs to pursue indemnity rights; costs to Data Breach and Credit Monitoring Services analyze the insured's legal response obligations; costs of defending lawsuits; judgments and settlements; regulatory response costs; costs of responding to regulatory investigations; and costs of settling regulatory claims.

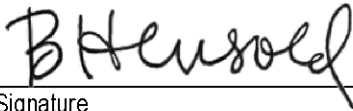
C. LIMITATION OF LIABILITY FOR SAAS

Section 4.0 Indemnification and Insurance of the SSTC is supplemented with the following:

4.3 LIMITATION OF LIABILITY

- A. The Contractor's liability for actual, direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to, the Contract for any and all third party claims, shall be limited in the aggregate to 200% of the fees paid by the State during the previous twelve months to Contractor for the products or services giving rise to such damages. Notwithstanding the preceding sentence, in no event shall the limit of liability be less than \$1,000,000. This limitation of liability shall not apply to the following:
 - i. The Contractor's indemnification obligations as described in Section 4.1; and
 - ii. The Contractor's breach of its obligations of confidentiality described in this Bid Solicitation.
- A. Notwithstanding the foregoing exclusions, where a Breach of Security is a direct result of Contractor's breach of its contractual obligation to encrypt Personal Data pursuant to this Bid Solicitation or otherwise prevent its release as reasonably determined by the State, the Contractor shall bear the costs associated with (1) the investigation and resolution of the Breach of Security; (2) notifications to individuals, regulators, or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state or federal law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record, per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute for the public sector at the time of the Breach of Security; and (5) completing all corrective actions as reasonably determined by Contractor based on root cause of the Breach of Security.
- B. The Contractor shall not be liable for punitive, special, indirect, incidental, or consequential damages.

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT



Signature

11/14/2022

Date

Brie Hensold, Principal Planner

Print Name and Title

Agency Landscape + Planning, LLC

Print Name of Contractor



SUBCONTRACTOR UTILIZATION FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: MASTER PLANS & DESIGNS – Liberty State Park and Greenway

VENDOR NAME: Agency Landscape + Planning, LLC

List All Businesses To Be Used As Subcontractors. Attach Additional Sheets If Necessary.
If the Bid Solicitation has subcontracting set-aside goals, and the Vendor has not achieved the goals,
Vendor must attach information documenting its good faith effort to achieve the goals.

SUBCONTRACTOR'S NAME:	NV5, Inc.		
ADDRESS:	800 Lanidex Plaza, Suite 300 Parsippany, NJ 07054		
PHONE NUMBER:	[REDACTED]	FEIN:	[REDACTED]
EMAIL:	[REDACTED]		
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:	TBD		
DESCRIPTION OF WORK TO BE SUBCONTRACTED:	Engineering and Technical Team Lead, civil and structural engineering, environmental services and permitting, mobility/transportation planning, traffic engineering, cultural/historic, stormwater/hydrology & hydraulics, hazardous materials		
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?	NO		
IF YES, SMALL BUSINESS CATEGORY:			
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?	NO		

SUBCONTRACTOR'S NAME:	Creative Urban Alchemy LLC		
ADDRESS:	1073 east 36th street Brooklyn NY 11210		
PHONE NUMBER:	[REDACTED]	FEIN:	[REDACTED]
EMAIL:	[REDACTED]		
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:	TBD		
DESCRIPTION OF WORK TO BE SUBCONTRACTED:	Community engaged design: supporting the engagement process through participatory design and placemaking strategies		
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?	YES		
IF YES, SMALL BUSINESS CATEGORY:	Category I (Goods & Services) - \$0 to \$500,000		
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?	NO		

SUBCONTRACTOR'S NAME:	Hive Public Space		
ADDRESS:	4325 Hunter Street 1902W Long Island City, NY 11101		
PHONE NUMBER:	[REDACTED]	FEIN:	[REDACTED]
EMAIL:	[REDACTED]		
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:	TBD		
DESCRIPTION OF WORK TO BE SUBCONTRACTED:	Economic Development, Art, Programming + Accessibility		
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?	YES		
IF YES, SMALL BUSINESS CATEGORY:			
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?	NO		



SUBCONTRACTOR UTILIZATION FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: MASTER PLANS & DESIGNS – Liberty State Park and Greenway

VENDOR NAME: Agency Landscape + Planning, LLC

List All Businesses To Be Used As Subcontractors. Attach Additional Sheets If Necessary.
If the Bid Solicitation has subcontracting set-aside goals, and the Vendor has not achieved the goals,
Vendor must attach information documenting its good faith effort to achieve the goals.

SUBCONTRACTOR'S NAME:	Green Shield Ecology, Inc.		
ADDRESS:	703 Carlene Drive Bridgewater, NJ 08807		
PHONE NUMBER:	[REDACTED]	FEIN:	[REDACTED]
EMAIL:	[REDACTED]		
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:	[REDACTED]		
DESCRIPTION OF WORK TO BE SUBCONTRACTED:	Ecological assessment of landscape, vegetation condition, restoration ecology plans and supervision as part of the master plan. Represent ecological framework at meetings.		
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?	YES		
IF YES, SMALL BUSINESS CATEGORY:	Category I (Goods & Services) - \$0 to \$500,000		
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?	NO		

SUBCONTRACTOR'S NAME:	Horton Lees Brogden Lighting Design		
ADDRESS:	233 Lewis Wharf Boston, MA 02110		
PHONE NUMBER:	[REDACTED]	FEIN:	[REDACTED]
EMAIL:	[REDACTED]		
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:	TBD		
DESCRIPTION OF WORK TO BE SUBCONTRACTED:	Architectural Lighting Design services		
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?	YES		
IF YES, SMALL BUSINESS CATEGORY:	Category III (Goods & Services) - \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher		
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?	NO		

SUBCONTRACTOR'S NAME:	Town Square Consulting LLC		
ADDRESS:	1910 Thomas Ave Cheyenne, Wyoming 82001		
PHONE NUMBER:	[REDACTED]	FEIN:	[REDACTED]
EMAIL:	[REDACTED]		
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:	TBD		
DESCRIPTION OF WORK TO BE SUBCONTRACTED:	Operations and Governance consulting		
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?	YES		
IF YES, SMALL BUSINESS CATEGORY:			
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?	NO		



SUBCONTRACTOR UTILIZATION FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: MASTER PLANS & DESIGNS – Liberty State Park and Greenway

VENDOR NAME: Agency Landscape + Planning, LLC

List All Businesses To Be Used As Subcontractors. Attach Additional Sheets If Necessary.
If the Bid Solicitation has subcontracting set-aside goals, and the Vendor has not achieved the goals,
Vendor must attach information documenting its good faith effort to achieve the goals.

SUBCONTRACTOR'S NAME:	Studio Ummo		
ADDRESS:	57 Chapel St, # 200 Newton, MA		
PHONE NUMBER:	[REDACTED]	FEIN:	[REDACTED]
EMAIL:	[REDACTED]		
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:	[REDACTED]		
DESCRIPTION OF WORK TO BE SUBCONTRACTED:	Branding, Signage and Wayfinding		
IS THE SUBCONTRACTOR IS A SMALL BUSINESS? YES			
IF YES, SMALL BUSINESS CATEGORY: Category I (Goods & Services) - \$0 to \$500,000			
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS? NO			

SUBCONTRACTOR'S NAME:	Heyer, Gruel & Associates, P.A.		
ADDRESS:	236 Broad St, Red Bank, NJ 07701		
PHONE NUMBER:	[REDACTED]	FEIN:	[REDACTED]
EMAIL:	[REDACTED]		
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:	TBD		
DESCRIPTION OF WORK TO BE SUBCONTRACTED:	Land use and zoning consulting		
IS THE SUBCONTRACTOR IS A SMALL BUSINESS? YES			
IF YES, SMALL BUSINESS CATEGORY:			
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS? NO			

SUBCONTRACTOR'S NAME:			
ADDRESS:			
PHONE NUMBER:	[REDACTED]	FEIN:	[REDACTED]
EMAIL:	[REDACTED]		
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:			
DESCRIPTION OF WORK TO BE SUBCONTRACTED:			
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?			
IF YES, SMALL BUSINESS CATEGORY:			
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?			



SUBCONTRACTOR UTILIZATION FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

List All Businesses To Be Used As Subcontractors. Attach Additional Sheets If Necessary.
If the Bid Solicitation has subcontracting set-aside goals, and the Vendor has not achieved the goals,
Vendor must attach information documenting its good faith effort to achieve the goals.

SUBCONTRACTOR'S NAME: AmerCom Corp.

ADDRESS: 1249 Route 46 East, Building 1

Parsippany, NJ 07054

PHONE NUMBER: [REDACTED]

FEIN: [REDACTED]

EMAIL: [REDACTED]

ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: TBD

DESCRIPTION OF WORK TO

BE SUBCONTRACTED: Survey and Geotechnical

IS THE SUBCONTRACTOR IS A SMALL BUSINESS? YES

IF YES, SMALL BUSINESS CATEGORY: Category III (Goods & Services) - \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS? NO

SUBCONTRACTOR'S NAME: Blue Shore Engineering, LLC

ADDRESS: 1029 Teaneck Road, 2nd Floor

Teaneck, NJ 07666

PHONE NUMBER: [REDACTED]

FEIN: [REDACTED]

EMAIL: [REDACTED]

ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: TBD

DESCRIPTION OF WORK TO

BE SUBCONTRACTED: Salt Marsh Restoration

IS THE SUBCONTRACTOR IS A SMALL BUSINESS? YES

IF YES, SMALL BUSINESS CATEGORY: Category IV (Construction) - \$0 to \$3,000,000

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS? NO

SUBCONTRACTOR'S NAME: Churchill Consulting Engineers, P.C.

ADDRESS: 344 North Route 73, Suite A

Berlin, NJ 08009

PHONE NUMBER: [REDACTED]

FEIN: [REDACTED]

EMAIL: [REDACTED]

ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: TBD

DESCRIPTION OF WORK TO

BE SUBCONTRACTED: Structural Inspection

IS THE SUBCONTRACTOR IS A SMALL BUSINESS? YES

IF YES, SMALL BUSINESS CATEGORY: Category III and VI (Goods & Services and Construction)

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS? NO



SUBCONTRACTOR UTILIZATION FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

List All Businesses To Be Used As Subcontractors. Attach Additional Sheets If Necessary.
If the Bid Solicitation has subcontracting set-aside goals, and the Vendor has not achieved the goals,
Vendor must attach information documenting its good faith effort to achieve the goals.

SUBCONTRACTOR'S NAME: InfraMap Corp.
ADDRESS: 92 N. Main Street, Building 19 #E
Windsor, NJ 08561

PHONE NUMBER: [REDACTED]
EMAIL: [REDACTED]

FEIN: [REDACTED]

ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: TBD

DESCRIPTION OF WORK TO
BE SUBCONTRACTED: Subsurface Utility Engineering

IS THE SUBCONTRACTOR IS A SMALL BUSINESS? NO

IF YES, SMALL BUSINESS CATEGORY:

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS? NO

SUBCONTRACTOR'S NAME: Moffat & Nichol
ADDRESS: 529 5th Avenue, 14th Floor
New York, NY 10017

PHONE NUMBER: [REDACTED]
EMAIL: [REDACTED]

FEIN: [REDACTED]

ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: TBD

DESCRIPTION OF WORK TO
BE SUBCONTRACTED: Tidal Surge Risk Assessment/Storm Modeling

IS THE SUBCONTRACTOR IS A SMALL BUSINESS? NO

IF YES, SMALL BUSINESS CATEGORY:

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS? NO

SUBCONTRACTOR'S NAME: Toscano Clements Taylor Cost Consultants
ADDRESS: 305 East High Street
Bound Brook, NJ 07705

PHONE NUMBER: [REDACTED]
EMAIL: [REDACTED]

FEIN: [REDACTED]

ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: TBD

DESCRIPTION OF WORK TO
BE SUBCONTRACTED: Cost Estimating

IS THE SUBCONTRACTOR IS A SMALL BUSINESS? YES

IF YES, SMALL BUSINESS CATEGORY: Category I (Goods & Services) - \$0 to \$500,000

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS? NO



SUBCONTRACTOR UTILIZATION FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

List All Businesses To Be Used As Subcontractors. Attach Additional Sheets If Necessary.
If the Bid Solicitation has subcontracting set-aside goals, and the Vendor has not achieved the goals,
Vendor must attach information documenting its good faith effort to achieve the goals.

SUBCONTRACTOR'S NAME: W.J. Castle PE & Associates

ADDRESS: 1345 NJ 38 West

Hainesport, NJ 08036

PHONE NUMBER: [REDACTED]

FEIN: [REDACTED]

EMAIL: [REDACTED]

ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: TBD

DESCRIPTION OF WORK TO

BE SUBCONTRACTED: Underwater Marine Structural Inspection

IS THE SUBCONTRACTOR IS A SMALL BUSINESS? YES

IF YES, SMALL BUSINESS CATEGORY: Category II (Goods & Services) - \$500,001 to \$5,000,000

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS? YES

SUBCONTRACTOR'S NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

FEIN: _____

EMAIL: _____

ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: _____

DESCRIPTION OF WORK TO

BE SUBCONTRACTED: _____

IS THE SUBCONTRACTOR IS A SMALL BUSINESS?

IF YES, SMALL BUSINESS CATEGORY:

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?

SUBCONTRACTOR'S NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

FEIN: _____

EMAIL: _____

ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: _____

DESCRIPTION OF WORK TO

BE SUBCONTRACTED: _____

IS THE SUBCONTRACTOR IS A SMALL BUSINESS?

IF YES, SMALL BUSINESS CATEGORY:

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?

MASTER PLAN - Liberty State Park and Jersey Greenway
State Price Sheet

VENDOR (BIDDER) NAME: Agency Landscape + Planning				
Design team				Refer to Bid Solicitation Section 3.8 for Bidder Instructions.
Price Line	Description	Quantity	Unit	All-Inclusive Hourly Rate
1	Agency - All-Inclusive Hourly Rate	100%	Hour	136.25

Staffing Rates by Title (% of expected contribution)				
1.1	Agency - Principal	15%	Hour	200
1.2	Agency - Director	20%	Hour	175
1.3	Agency - Associate	25%	Hour	125
1.4	Agency - Designer/Planner	40%	Hour	100

Price Line	Description	Quantity	Unit	All-Inclusive Hourly Rate
2	CUA - All-Inclusive Hourly Rate	100%	Hour	172

Staffing Rates by Title (% of expected contribution)				
2.1	CUA - Principal (55%)	55%	Hour	250
2.2	CUA - Design Support (40%)	40%	Hour	80
2.3	CUA - Admin (5%)	5%	Hour	50

Price Line	Description	Quantity	Unit	All-Inclusive Hourly Rate
3	HGA - All-Inclusive Hourly Rate	100%	Hour	146.25

Staffing Rates by Title (% of expected contribution)				
	HGA - Principals	15%	Hour	175
	HGA - Principal Planners	20%	Hour	165
	HGA - Senior Planners	30%	Hour	150
	HGA - Associate Planners	35%	Hour	120

Price Line	Description	Quantity	Unit	All-Inclusive Hourly Rate
1	Hive - All-Inclusive Hourly Rate	100%	Hour	170.5

Staffing Rates by Title (% of expected contribution)				
	Hive - Principal	40%	Hour	250
	Hive - Lead Consultant	20%	Hour	200
	Hive - Design Support	35%	Hour	80
	Hive - Administrative Support	5%	Hour	50

Price Line	Description	Quantity	Unit	All-Inclusive Hourly Rate
1	HLB - All-Inclusive Hourly Rate	100%	Hour	208

Staffing Rates by Title (% of expected contribution)				
	HLB - Associate Principal	15%	Hour	300
	HLB - Senior Associate	35%	Hour	230
	HLB - Designer	50%	Hour	165

Price Line	Description	Quantity	Unit	All-Inclusive Hourly Rate
1	Green Shield Ecology - All-Inclusive Hourly Rate	100%	Hour	155.5

Staffing Rates by Title (% of expected contribution)				
	Green Shield Ecology - Principal Ecologist	40%	Hour	205
	Green Shield Ecology - Ecologist / Arborist	45%	Hour	145
	Green Shield Ecology - Field Technician	15%	Hour	55

Price Line	Description	Quantity	Unit	All-Inclusive Hourly Rate
1	Town Square - All-Inclusive Hourly Rate	100%	Hour	212.5

Staffing Rates by Title (% of expected contribution)				
	Town Square - Principal	50%	Hour	250
	Town Square - Senior Specialist	50%	Hour	175

Price Line	Description	Quantity	Unit	All-Inclusive Hourly Rate
1	Ummo - All-Inclusive Hourly Rate	100%	Hour	161

Staffing Rates by Title (% of expected contribution)				
	Ummo - Partner, Project Manager	30%	Hour	175
	Ummo - Partner, Design Director	50%	Hour	175
	Ummo - Brand Strategy Advisor	10%	Hour	125
	Ummo - Junior Designer	10%	Hour	85

MASTER PLAN - Liberty State Park and Jersey Greenway
State Price Sheet

VENDOR (BIDDER) NAME: NV5, Inc.				
				Refer to Bid Solicitation Section 3.8 (and Q&A responses) for Bidder Instructions.
Price Line	Description	Quantity	Unit	All-Inclusive Hourly Rate
	All-Inclusive Hourly Rate*	100%	Hour	\$180
Staffing Rates by Title (% of expected contribution)				
1	Director (avg. for all disciplines: Engr/LA/PL/Archit/Env/MEP/Geo)	5%	Hour	\$304
2	Senior Project Engineer	10%	Hour	\$299
3	Supervisory (avg. % all disciplines)	5%		\$224
	Supervising Engineer Transportation		Hour	\$272
	Supervising Engineer Traffic		Hour	\$211
	Supervising Engineer Utilities		Hour	\$213
	Supervising Environmental Engineer		Hour	\$271
	Supervising/Environmental Hazardous Specialist		Hour	\$258
	Supervising/Environmental Specialist		Hour	\$170
	Supervising/Director of Cultural Resources		Hour	\$221
	Supervising/Cultural Resource Specialist		Hour	\$192
	Supervising Planner		Hour	\$194
	Supervising Technical Advisor		Hour	\$233
4	Principal (avg. % all disciplines)	20%		\$188
	Principal Archaeologist		Hour	\$233
	Principal Engineer		Hour	\$193
	Principal Landscape Architect		Hour	\$162
	Principal Technician		Hour	\$162
5	Senior Engineer (avg. % all specialists/disciplines)	35%		\$156
	Senior Architectural Designer		Hour	\$217
	Senior Engineer Traffic		Hour	\$197
	Senior Engineer Water Resources		Hour	\$187
	Senior Environmental Engineer		Hour	\$174
	Senior Engineer/Planner		Hour	\$170
	Senior Engineer		Hour	\$169
	Senior Landscape Architect		Hour	\$143
	Senior Planner		Hour	\$133
	Senior Environmental Specialist		Hour	\$133
	Senior Archaeologist		Hour	\$129
	Senior Architectural Historian/Photographer		Hour	\$132
	Senior Environmental Specialist		Hour	\$136
	Senior Graphic Designer		Hour	\$180
	Senior Technician		Hour	\$87

6	Technical Specialists/Assistants (avg. % all categories)	25%		\$128
	Architectural Designer		Hour	\$155
	Assistant Engineer		Hour	\$121
	Planner		Hour	\$96
	Environmental Specialist		Hour	\$87
	Archaeological Technician		Hour	\$87
	Chief of Survey		Hour	\$140
	Survey Crew (2-person)		Hour	\$208

*Note: Per Section 3.8 and the RFQ Questions & Answers document section dated 10-26-2022, our State Price Sheet includes the following:

- All possible titles and all-inclusive hourly rates for each title and the expected estimated percentage of each to the overall project are provided.
- Clarifications and assumptions are listed regarding any exclusions to the all-inclusive hourly rates.

MASTER PLAN - Liberty State Park and Jersey Greenway

State Price Sheet

VENDOR (BIDDER) NAME:				
AmerCom Corporation				Refer to Bid Solicitation Section 3.18 for Bidder Instructions.
Price Line	Description	Quantity	Unit	All-Inclusive Hourly Rate
1	All-Inclusive Hourly Rate	1	Hour	
Staffing Rates by Title (% of expected contribution)				
1	Project Engineer - ASCE PV (10%)	1	Hour	\$225.00
2	Surveyor - ASCE PIV (10%)	1	Hour	\$215.00
3	Principal Engineer - ASCE PIV (20%)	1	Hour	\$205.00
4	Senior Engineer - ASCE PIII (20%)	1	Hour	\$170.00
5	Engineer - ASCE PII (20%)	1	Hour	\$150.00
6	Jr. Engineer - ASCE PI (10%)	1	Hour	\$115.00
7	Principal Technician - ASCE ET4 (5%)	1	Hour	\$148.00
8	Technician - ASCE ET2 (5%)	1	Hour	\$85.00

MASTER PLAN - Liberty State Park and Jersey Greenway

State Price Sheet

VENDOR (BIDDER) NAME: BlueShore Engineering LLC				
				Refer to Bid Solicitation Section 3.8 (and Q&A responses) for Bidder Instructions.
Price Line	Description	Quantity	Unit	All-Inclusive Hourly Rate
1	All-Inclusive Hourly Rate	1	Hour	..."hourly rate comprised of all direct and indirect costs"
				(including, but not limited to, labor, overhead, fee, clerical, travel, per diem, equipment, materials, supplies, managerial support, documents, forms, reproductions, portal to portal expenses, food)
Staffing Rates by Title (% of expected contribution)				
1	Principal (Engineering)	6%	Hour	\$271/hr
2	Associate Engineer	25%	Hour	\$183/hr
3	Ecologist	9%	Hour	\$170/hr
4	Junior Engineer II	30%	Hour	\$170/hr
5	Junior Engineer I	30%	Hour	\$153/hr

MASTER PLAN - Liberty State Park and Jersey Greenway

State Price Sheet

VENDOR (BIDDER) NAME: Churchill Consulting Engineers, P.C.				
				Refer to Bid Solicitation Section 3.8 (and Q&A responses) for Bidder Instructions.
Price Line	Description	Quantity	Unit	All-Inclusive Hourly Rate
1	All-Inclusive Hourly Rate	1	Hour	..."hourly rate comprised of all direct and indirect costs"
				(including, but not limited to, labor, overhead, fee, clerical, travel, per diem, equipment, materials, supplies, managerial support, documents, forms, reproductions, portal to portal expenses, food)
Staffing Rates by Title (% of expected contribution)				
1	ASCE - P-VI - Project Manager	7%	Hour	\$190.00 / hour
2	ASCE - P-IV - Senior Engineer	40%	Hour	\$140.00 / hour
3	ASCE - P-III - Principal Engineer	30%	Hour	\$130.00 / hour
4	ASCE - P-II - Engineer	10%	Hour	\$115.00 / hour
5	ASCE - ET-4 - Engineer Technician 3	10%	Hour	\$115.00 / hour
6	ASCE - ET-3 - Engineer Technician 2	3%	Hour	\$100.00 / hour

MASTER PLAN - Liberty State Park and Jersey Greenway

State Price Sheet

VENDOR (BIDDER) NAME: INFRAMAP CORP.				
				Refer to Bid Solicitation Section 3.8 (and Q&A responses) for Bidder Instructions.
Price Line	Description	Quantity	Unit	All-Inclusive Hourly Rate
1	All-Inclusive Hourly Rate	1	Hour	..."hourly rate comprised of all direct and indirect costs"
				(including, but not limited to, labor, overhead, fee, clerical, travel, per diem, equipment, materials, supplies, managerial support, documents, forms, reproductions, portal to portal expenses, food)
Staffing Rates by Title (% of expected contribution)				
1	Principal (Engineering)	3%	Hour	\$221.00/hour
2	Survey / Engineer Project Manager	6%	Hour	\$163.00/hour
3	Senior Utility Location Manager	10%	Hour	\$127.00/hour
4	Locating Supervisor / Project Surveyor	32%	Hour	\$109.00/hour
5	Technical Locator I	32%	Hour	\$71.60/hour
6	Computer Draftperson	15%	Hour	\$114.00/hour
7	Admin. Assistant	2%	Hour	\$83.00/hour

MASTER PLAN - Liberty State Park and Jersey Greenway

State Price Sheet

VENDOR (BIDDER) NAME: MOFFATT & NICHOL				
				Refer to Bid Solicitation Section 3.18 for Bidder Instructions.
Price Line	Description	Quantity	Unit	All-Inclusive Hourly Rate
1	All-Inclusive Hourly Rate	1	Hour	
Staffing Rates by Title (% of expected contribution [of M&N])				
1	Principal (1%)	1	Hour	\$350
2	Project Manager (4%)	1	Hour	\$320
3	Senior Marine Structural Engineer (5%)	1	Hour	\$295
4	Marine Structural Engineer (10%)	1	Hour	\$233
5	Junior Marine Structural Engineer (15%)	1	Hour	\$186
6	Senior Coastal Engineer (15%)	1	Hour	\$295
6	Coastal Engineer (15%)	1	Hour	\$233
8	Junior Coastal Engineer (30%)	1	Hour	\$186
9	CADD (5%)	1	Hour	\$155

MASTER PLAN - Liberty State Park and Jersey Greenway

State Price Sheet

VENDOR (BIDDER) NAME: Toscano Clements Taylor, LLC				
				Refer to Bid Solicitation Section 3.8 (and Q&A responses) for Bidder Instructions.
Price Line	Description	Quantity	Unit	All-Inclusive Hourly Rate
1	All-Inclusive Hourly Rate	1	Hour	..."hourly rate comprised of all direct and indirect costs"
				(including, but not limited to, labor, overhead, fee, clerical, travel, per diem, equipment, materials, supplies, managerial support, documents, forms, reproductions, portal to portal expenses, food)
Staffing Rates by Title (% of expected contribution)				
1	Principal (Cost Estimating)	5%	Hour	\$480.73/Hour
2	Senior Cost Estimator	40%	Hour	\$338.88/Hour
3	Senior MEP Estimator	30%	Hour	\$276.61/Hour
4	Cost Estimator	15%	Hour	\$212.80/Hour
5	Associate Cost Estimator	10%	Hour	\$159.28/Hour

MASTER PLAN - Liberty State Park and Jersey Greenway

State Price Sheet

VENDOR (BIDDER) NAME: WJC				
				Refer to Bid Solicitation Section 3.8 (and Q&A responses) for Bidder Instructions.
Price Line	Description	Quantity	Unit	All-Inclusive Hourly Rate
1	All-Inclusive Hourly Rate	1	Hour	..."hourly rate comprised of all direct and indirect costs"
				(including, but not limited to, labor, overhead, fee, clerical, travel, per diem, equipment, materials, supplies, managerial support, documents, forms, reproductions, portal to portal expenses, food)
Staffing Rates by Title (% of expected contribution)				
1	Principal (Engineering)	5%	Hour	\$210/Hour
2	Supervising Structural Engineer	20%	Hour	\$170/Hour
3	Underwater Inspection Team Leader	30%	Hour	\$195/Hour
4	Underwater Inspector/Tender	30%	Hour	\$130/Hour
5	CADD/Technician	15%	Hour	\$120/Hour

A

Contact Information



SUBCONTRACTOR UTILIZATION FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

List All Businesses To Be Used As Subcontractors. Attach Additional Sheets If Necessary.
If the Bid Solicitation has subcontracting set-aside goals, and the Vendor has not achieved the goals,
Vendor must attach information documenting its good faith effort to achieve the goals.

SUBCONTRACTOR'S NAME:	NVS, Inc.		
ADDRESS:	800 Lanidex Plaza, Suite 300		
	Parsippany, NJ 07054		
PHONE NUMBER:		FEIN:	
EMAIL:			
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:	TBD		
DESCRIPTION OF WORK TO BE SUBCONTRACTED:	Engineering and Technical Team Lead, civil and structural engineering, environmental services and permitting, mobility/transportation planning, traffic engineering, cultural/historic, stormwater/hydrology & hydraulics, hazardous materials		
IS THE SUBCONTRACTOR IS A SMALL BUSINESS? NO			
IF YES, SMALL BUSINESS CATEGORY:			
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS? NO			

SUBCONTRACTOR'S NAME:			
ADDRESS:			
PHONE NUMBER:		FEIN:	
EMAIL:			
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:			
DESCRIPTION OF WORK TO BE SUBCONTRACTED:			
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?			
IF YES, SMALL BUSINESS CATEGORY:			
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?			

SUBCONTRACTOR'S NAME:			
ADDRESS:			
PHONE NUMBER:		FEIN:	
EMAIL:			
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:			
DESCRIPTION OF WORK TO BE SUBCONTRACTED:			
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?			
IF YES, SMALL BUSINESS CATEGORY:			
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?			



SUBCONTRACTOR UTILIZATION FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

List All Businesses To Be Used As Subcontractors. Attach Additional Sheets If Necessary.
If the Bid Solicitation has subcontracting set-aside goals, and the Vendor has not achieved the goals,
Vendor must attach information documenting its good faith effort to achieve the goals.

SUBCONTRACTOR'S NAME:	NVS, Inc.		
ADDRESS:	800 Lanidex Plaza, Suite 300		
	Parsippany, NJ 07054		
PHONE NUMBER:		FEIN:	
EMAIL:			
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:	TBD		
DESCRIPTION OF WORK TO BE SUBCONTRACTED:	Engineering and Technical Team Lead, civil and structural engineering, environmental services and permitting, mobility/transportation planning, traffic engineering, cultural/historic, stormwater/hydrology & hydraulics, hazardous materials		
IS THE SUBCONTRACTOR IS A SMALL BUSINESS? NO			
IF YES, SMALL BUSINESS CATEGORY:			
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS? NO			

SUBCONTRACTOR'S NAME:			
ADDRESS:			
PHONE NUMBER:		FEIN:	
EMAIL:			
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:			
DESCRIPTION OF WORK TO BE SUBCONTRACTED:			
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?			
IF YES, SMALL BUSINESS CATEGORY:			
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?			

SUBCONTRACTOR'S NAME:			
ADDRESS:			
PHONE NUMBER:		FEIN:	
EMAIL:			
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:			
DESCRIPTION OF WORK TO BE SUBCONTRACTED:			
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?			
IF YES, SMALL BUSINESS CATEGORY:			
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?			