



# 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 2 – [Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions](#)  
ATTACHMENT 3 – [Information Sheet and Checklist for Waivers and Delegated Purchasing Authority Transactions](#)  
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).

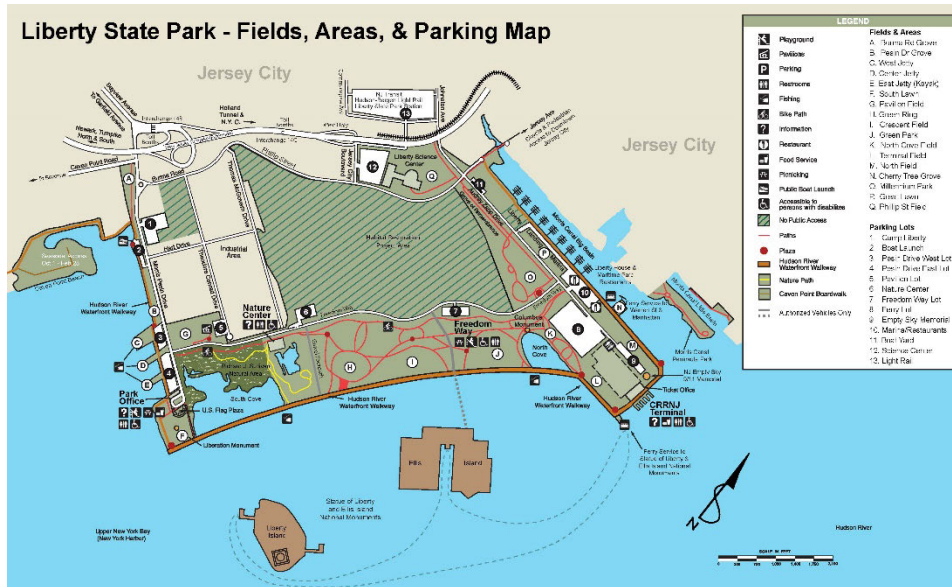
As set forth in the individual Work Order(s), activities may include, but shall not be limited to, in whole or in part:

- 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.

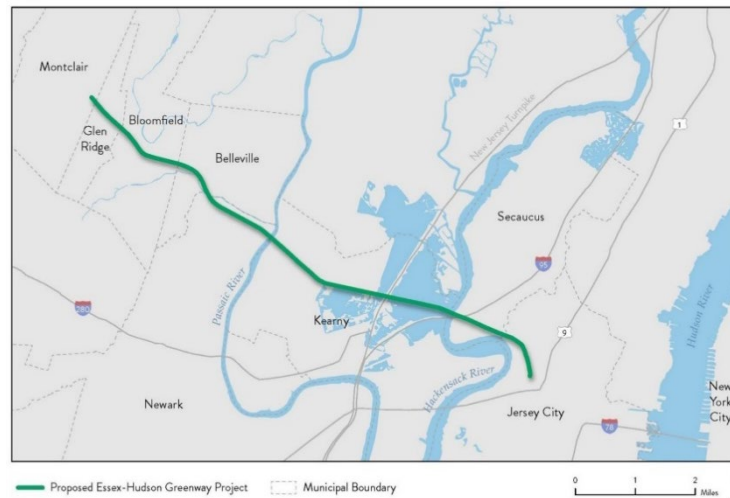
To reach its full potential as a destination that serves both the members of its host community of Jersey City as well as visitors from far and wide, LSP requires a focused, coordinated and timely approach to planning, improvement, management and access.

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](mailto: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](mailto: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](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/](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](mailto: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](http://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](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

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Signature

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Date

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Print Name and Title

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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 uncopyrighted 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**

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Signature

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

## 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 (2<sup>nd</sup>) in precedence to the RFQ (3<sup>rd</sup>). 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](mailto: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 (9<sup>th</sup>) 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](mailto: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.



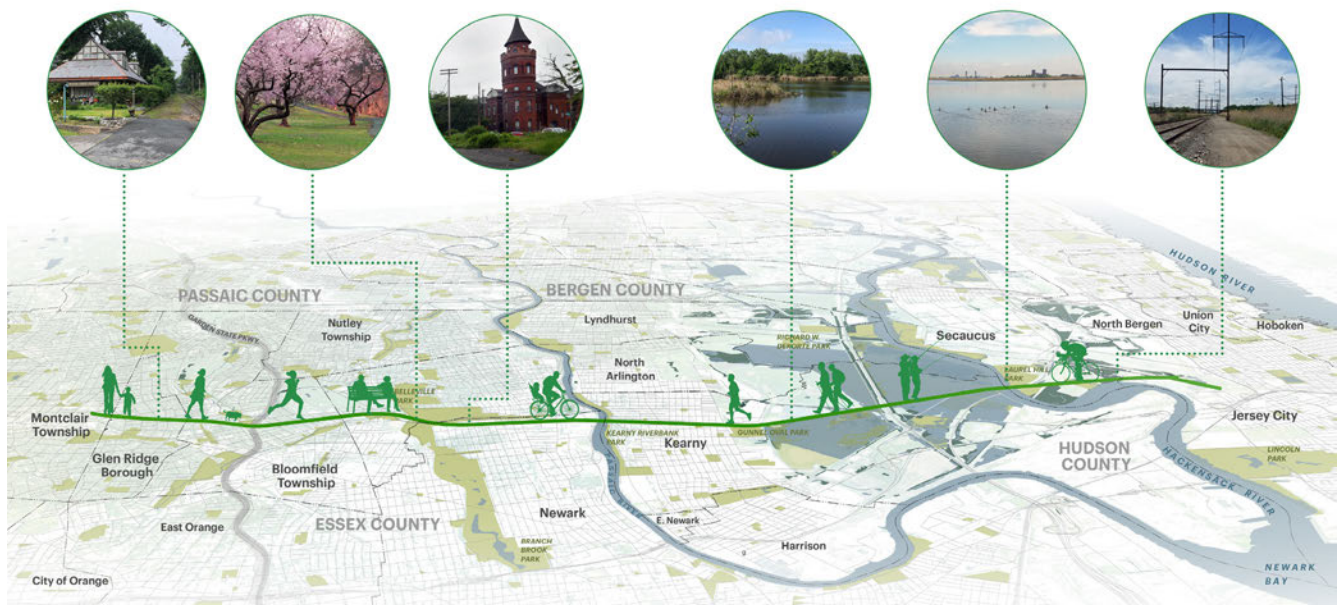
New Jersey Department of Environmental Protection

# MASTER PLANS & DESIGNS – Liberty State Park and Greenway

Technical Quote

For consideration for both Liberty State Park and the Greenway

November 14, 2022



November 14, 2022

499 Thornall Street  
Floor 9  
Edison, NJ  
08837  
USA  
t: +1 732 623 7402  
[arup.com](http://arup.com)

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

Dear Greenway Team,

## **MASTER PLANS & DESIGNS – Liberty State Park and Greenway**

### **Arup proposal**

The Arup team is excited to submit our proposal to the New Jersey Department of Environmental Protection (the Department) in response to your Request for Qualifications (RFQ) for Master Plans and Designs for Liberty State Park and Greenway. The creation of the Greenway (formerly Essex-Hudson Greenway) and a new plan for Liberty State Park (LSP) represent a transformative moment for the State of New Jersey.

The Greenway puts forth an opportunity to not only connect eight communities across two counties through implementing sustainable mobility, but also advance equity and environmental justice through the design of a green corridor to promote health and wellbeing. The new master plan for LSP represents an opportunity to build an iconic gathering place for New Jersey, allowing residents from across the State (and the world) to connect with the legacy of Ellis Island and look forward to a park designed to adapt to climate change. There are four main themes that define our approach and project understanding, which include:

1. A Place for New Jersey to Relax, Celebrate, Come Together
2. An Open Space Network Ready for the Future
3. An Open Space Network Built to Last
4. A Design Process and Final Plan Reflecting New Jersey's Diversity with Commitment to Equity and Environmental Justice

So much has changed over the last two to four years and we anticipate that the State will continue to change and adapt over a similar duration of the contract. The Arup team views this planning effort as a step toward reimagining what our open spaces can do for our communities and creating a vision and design for a more sustainable and equitable future for New Jersey. It is important to retain a team that can not only offer the full breadth of services needed today, but those required for tomorrow. Arup will be the prime consultant for this contract. Arup has the unique pedigree of enabling our clients to achieve their aspiration for integrating sustainability, fostering creativity in the design, and ensuring practical engineering solutions are applied to all project types. Moreover, we offer the Department a team that has prior framework and/or master plan knowledge of both Liberty State Park and Greenway, and a leadership and management team who can help the Department orchestrate the delivery of these two significant public space projects. We propose a leadership team that is responsive and agile, and committed to providing the Department with the right project team, balanced by size and complexity.

Arup is committed to equity, diversity and inclusion in both our team partners, and within our organization. In forming our multidisciplinary team, we have carefully curated a diverse set of team members to partner with us in delivering this Work Order Contract. Our subconsultant partners who we have enjoyed working with previously; provide value added experience, bring depth to our team and cement our ability to meaningfully

represent New Jersey voices in the project process. Our subconsultant partners (whom we can bring on in the capacity the Department requires) include Mathews Nielsen Landscape Architects, WRT Design, Nishuane Group, Matrix New World, NJ Bike & Walk Coalition, Biohabitats, One Architecture, HR&A, Green Shield Ecology, Toscano Clements Taylor, Page Ayres Cowley Architecture, the Trust for Public Land, NJIT and the Open Space Institute.

The Arup team looks forward to developing a close partnership with the Department, key stakeholders, and the communities who will benefit from these two great parks. Arup has experience working on challenging urban sites across the region and understands the delicate balance between aspirational work and delivering achievable solutions that adhere to tight deadlines and budget. We know these parks need to be proud legacies of this administration's work but equally, if not more importantly, need to serve as evidence that we can meet and exceed expectations on public works projects.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Vincent Lee", with a stylized, flowing script.

Vincent Lee  
Associate Principal

d: [REDACTED]  
e: [REDACTED]



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# The Future of New Jersey Open Space and Infrastructure

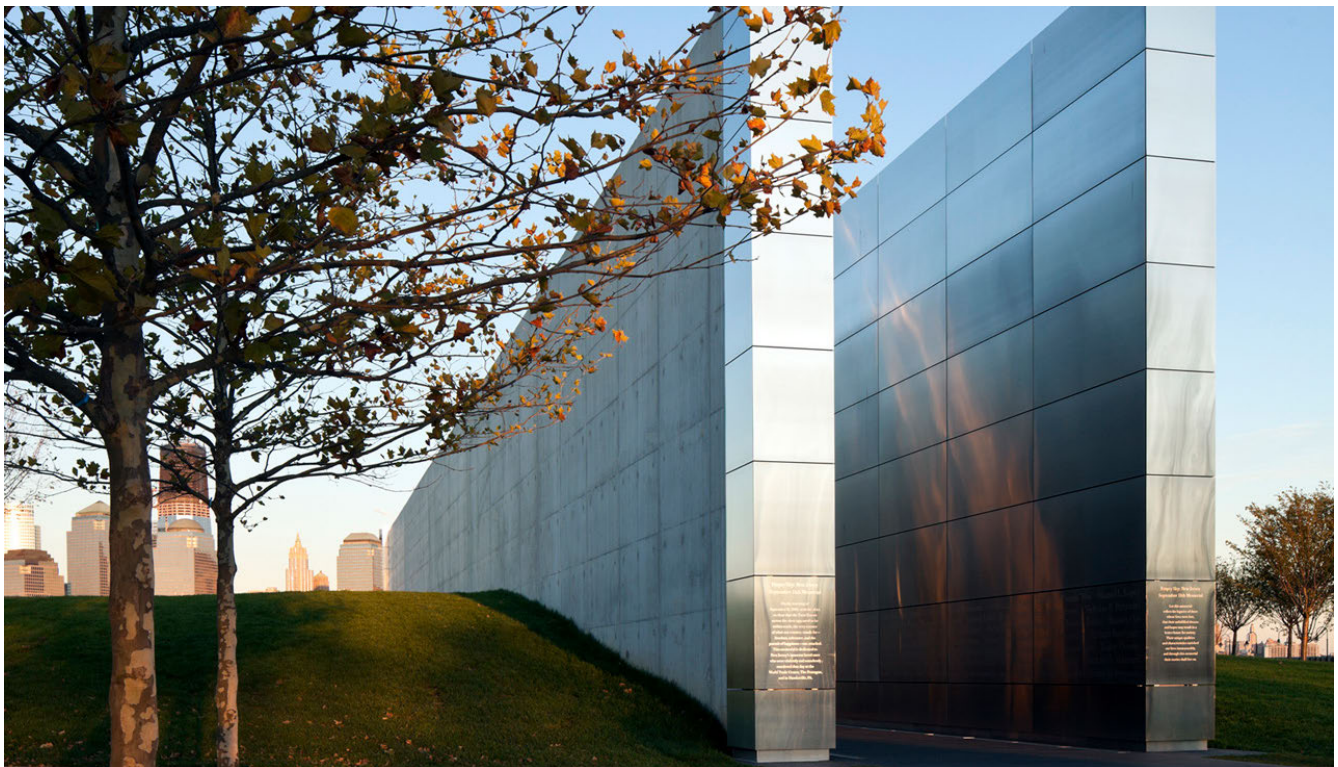
The Arup team assembled for this RFQ has the management and technical skills to deliver an exceptional open space network. This open space network will be a source of pride for New Jersey for generations to come and manifests the values that the New Jersey Department of Environmental Protection (the Department), the State Legislature, and the Liberty State Park Design Taskforce (the Task Force) have put into the park system. These shared values are resilience, design with equity and environmental justice in mind, and improvement in the quality of life for millions of New Jersey residents.

A plan for LSP and the Greenway is a historic opportunity for the communities adjacent to these open spaces and for the State of New Jersey to build a truly world class new park system. In the face of urban growth, climate change, and emergencies like the COVID-19 pandemic, the value of open space has been elevated more than ever and needs to be planned and designed to address multiple policy goals.

With that in mind, there are four main themes that define our themes proposal:

## 1. *A Place for New Jersey to Relax, Celebrate, Come Together*

Governor Phil Murphy's remarks during his announcement of the Greenway applies to the future of New Jersey parks as a whole, "This land now belongs to the people of New Jersey, and together we're going to make it a place for all of our residents to enjoy." First and foremost, these parks need to be places that improve the lives of the residents of New Jersey. They need to be designed to encourage use throughout the week and throughout the seasons and to provide space for everyone to feel welcome – offering a wide range of recreation options. A beautiful, easily accessed, and amenity rich park system will also help drive local economic growth, attracting business and employment opportunities.



**Liberty State Park, Empty Sky Memorial**

© Ari Burling



## ***2. An Open Space Network Ready for the Future***

All cities, and their open spaces especially, will need to adapt to more frequent occurrences of extreme weather events. Moreover, open spaces will need to be a part of the solution for helping surrounding communities manage the risks of climate change. As stated by the Department Statewide Comprehensive Outdoor Recreation Plan, “The State’s 239 coastal communities, 42% of all New Jersey municipalities will need to address sea level rise that could range from 1 to 1.8 feet by 2050 and 2.4 to 4.5 feet by 2100.” For these two open space projects, the Arup team will work closely with the Department to plan for a park which not only celebrates the incredible views, the existing assets – like the Liberty Science Center – but also to deliver a design solution which addresses head on the challenges posed by sea level rise and climate change and develop a strategy for environmental education through the park design.

## ***3. An Open Space Network Built to Last***

The Arup team has the capacity to address the many complicated infrastructure questions – from bridge design to ecosystem management – that are the core challenges of building a park that will be here for hundreds of years. In addition, HR&A has developed strategies for supporting the operational and financial challenges of parks systems across the United States. Given the size of these parks not only is a design solution going to be essential but alongside of it a strategy for ensuring the ongoing maintenance and funding for these parks.

## ***4. A Design Process and Final Plan Reflecting New Jersey’s Diversity***

Open space can also be a tool for equity. Natural places can significantly improve health, wellbeing, and community development outcomes for people who have long dealt with overcrowded housing conditions and limited access to open space. Urban heat island effect, stormwater runoff and flooding, respiratory illnesses, and obesity are all abated by the presence of open space and opportunities for active mobility. Whether those benefits are equitable will be decided by how effectively project leaders can foster trust and dialogue with communities, and then synthesize technical expertise with local expertise. The Arup team looks forward to working with the 23-member task force – including representatives from Jersey City, Jersey City Public Schools, NAACP, Hudson County, and the Department – charged with planning toward conservation, recreation, and inclusion.

The Arup team views this planning effort for as a step toward reimagining what our open spaces can do and, despite the challenges we face, creating a vision and design for a more optimistic future for New Jersey.



**Essex-Hudson Greenway Framework Plan**

© MNLA

# 1. Management Overview

## Section 1:

# Management Overview

### Our approach

#### Working with the Arup team

The Arup team is uniquely positioned to help the Department achieve its vision for LSP and the Greenway. Our approach is centered around the Department's principles to use the best available science, listen to voices from all sides of the community, find the best balance between natural and technological solutions, and lead a process that is transparent and honest.

Arup's key approach features for the LSP and the Greenway projects are summarized below. In our work together, we will be focused on:

- ***Proven implementation experience and maximizing impact.*** The Arup team provides the Department a one-stop shop for engineering, planning, and design services. We provide an easy, single point of access to a breadth and depth of technical consultants and can quickly respond and adapt to your needs using services within our team.
- ***Leading an inclusive public and stakeholder engagement process.*** We have the capabilities to engage, empower, and impact the communities where projects are located - involving them in the process towards implementation and realization. Arup supports M/W/DBE businesses and seeks to uplift local community voices through a meaningful process of engagement.
- ***Forward-looking toward a resilient, safe-guarded future.*** Resiliency and futureproofing are critical elements of sustainable development and have been a fundamental driving force within Arup since our founding in 1946. We are excited to bring our strengths and expertise to support the transformation of LSP and the Greenway towards a more sustainable, resilient future for all.
- ***Trusted partners for our team.*** Together with our Landscape Architecture partners of Mathews Nielson Landscape Architecture, P.C. (MNLA), Wallace Roberts & Todd Planning & Design (WRT), we bring access to a breadth and depth of technical consultants and can quickly respond and adapt to your needs. Our locally based Community Outreach partners include the Nishuane Group (M/W/DBE) and the New Jersey Bike & Walk Coalition will lead our public outreach with the support of our advisory panel that includes the Open Space Institute, the Trust for Public Land and the New Jersey Institute of Technology.

The following section provides more detail on how our team will integrate our key approach features into the vision for LSP and the Greenway, as well as highlight examples where our team has executed similar work.



***Proven implementation experience and maximizing impact:***

With our previous experience on LSP and the Greenway, the Arup team is equipped to support the Department. We will support the Department's vision leveraging lessons from our strong portfolio of similar signature waterfronts, multimodal linear greenways, and quality public space that demonstrates technical excellence and ability to deliver solutions that are innovative, implementable, and feasible.

We understand that through this contract the Arup team has the potential to influence two signature projects in parallel. This as an opportunity for the Department to effectively coordinate a consistent message, quality deliverable, and streamlined implementation. Although each has unique challenges, the projects together could benefit from shared efficiencies having a central firm help the Department deliver your schedule. We envision our team as your one-stop-shop to help align processes toward innovative solutions. Leveraging our prior knowledge, the Arup team can quickly mobilize to maximize the time covered by the Contract:

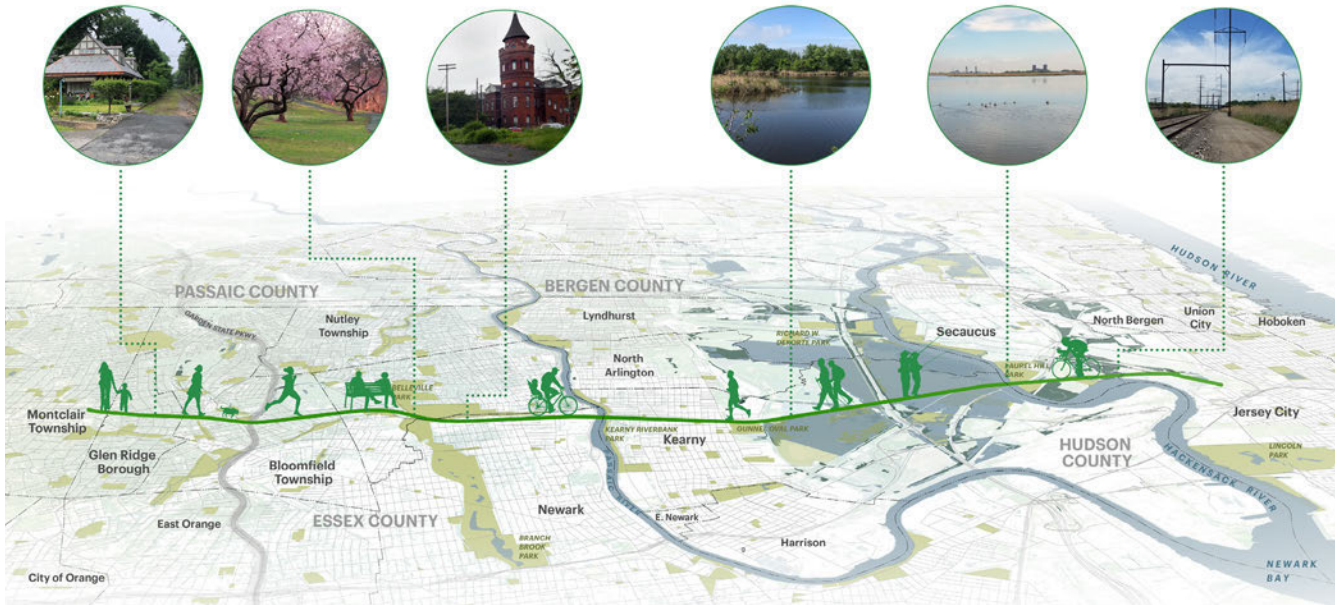
- Arup and MNLA recently delivered the Essex-Hudson Greenway Framework Plan (2021). Arup's engineering studies outlined the possibilities for repurposing a disused rail corridor into a greenway, establishing a vision with MNLA for a future pedestrian corridor.
- WRT delivered the schematic design for Liberty State Park Masterplan (1987) and supported the evolving park design. Most notably, WRT designed the walkways that surround the park perimeters in 1999.

Innovation emerges from an in-depth understanding of the constraints. At Arup, we lead multidisciplinary teams that cover policy, planning, procurement, construction, and maintenance that are highly capable and provide solutions required to buildout the most complex problems. Our expertise in open space design, planning, and programming enables delivery of parks, plazas, roadways, utilities, stormwater management, earthworks, and coastal resiliency support. We see challenges as opportunities to innovate.



**Liberty State Park, Conceptual Site Plan**

© WRT



### Essex-Hudson Greenway Framework Plan

Key Moments: The experience and key moments of greenway users will be influenced by the rail bridges, topographic interventions, and patterns of land use, immigration, and development that have occurred over centuries.

© MNLA

We believe in LSP's ever-evolving legacy, captured in the 1987 Senate Liberty State Park Study Commission quote; “the development of Liberty State Park presents an opportunity to establish a unique urban, environmental, recreational, and commercial resource for New Jersey Citizens.” Today, this intention remains, and along with our project partners, we are excited by the opportunity to design at the intersect between human and ecological conditions. Our innovative team aims to expand on the opportunities that emerge from the 234-acres Interior Restoration Project, remediation, and we will leverage our unique understanding of the natural resources that historically defined this context and provide safe access between LSP and the diverse communities it continues to serve.

We have the opportunity to introduce new active recreation features and facilities, to support visitation. The enhanced user experiences may generate sustainable revenue to support operations, while increasing the health, wellbeing, and education of future generations of New Jersey citizens, and visitors. In designing a park that will support a diverse user group, our team is positioned to engage the community in meaningful ways to harness diverse voices and help shape future decisions that will transform the park. We will pioneer infrastructure improvements, creative technical solutions, and resilient designs that will meet the demand for current and future visitors, while safeguarding the park from environmental conditions pertaining to climate change and sea-level rise.

By contrast, the Greenway, is a newer urban gesture. The project presents the opportunity to deliver a multi-modal recreation and alternative-transportation corridor, creating a cohesive corridor concept that enhances local character, leverages unique opportunities, and engages the diverse communities along the way.

As demonstrated in Section 2: Contract Management, we have laid out a proven process that delivers on Work Order contracts, most notably On-Call contracts with the Port Authority of New York and New Jersey (PANYNJ), New York City Department of Environmental Protection (NYCDEP), New York City Economic Development Corporation (NYCEDC), and NJ TRANSIT.

As demonstrated in Section 3: Organizational Experience, our team has the proven ability to deliver projects of all scales and sizes to catalyze transformative impact including Mulberry Commons, Governor’s Island, Hudson River Park, and Hunter’s Point South.



***Leading an inclusive public and stakeholder engagement process:***

Our team has the capability to meaningfully engage, empower, and impact the communities where projects are located by involving them in the process towards implementation and realization. We are led by our values and understand that integrating input from agency partners and engaging stakeholders and the community directly in the planning process is crucial for the success of this project. Engagement approaches will be agreed upon with the Department. However, we expect these to be geared towards continuing to build public and jurisdictional authority support as well as identifying common objectives and opportunities, preferences and recommendations, and regulatory requirements, and to maximize opportunities for the project partners, stakeholders, and the community to participate, review, and comment on the development of the approach, master plan and strategies.

The success of any planning process and the ability to implement its recommendations begins and ends with public acceptance of the process. Public acceptance can only come through patient, meticulous, technically rigorous work that brings best practices from other places while also honoring and integrating the unique characteristics of local communities. In the case of the LSP and Greenway efforts, it will require particular attention and sensitivity to the unique concerns and common interests of numerous communities effectively within both study areas, which include Jersey City, Secaucus, Kearny, Belleville, Newark, Bloomfield, Glen Ridge, Montclair; the broader Essex and Hudson Counties; New Jersey and beyond.

Our team understands the importance of working with local communities towards a common goal; uplifting underrepresented voices; and embracing the diversity that is representative of all New Jersey. As a snapshot, Essex County shares is 1% Asian, 39% Black/African America, 24% Hispanic/Latino, and 30% White populations. Hudson County, in contrast, is 17% Asian, 11% Black/African American, 40% Hispanic/Latino, and 34% White. Within each of these counties, the distribution of language and socioeconomic characteristics varies and adds additional complexity. This highlights the need for solutions that are conscious of various cultural touchpoints and sourced from genuine collaboration between project leaders and historically underrepresented stakeholders through iterative collaboration. Embracing the diversity of surrounding communities will be essential for laying a foundation for stewardship that is in the interest of communities.



**Hunter's Point South, Phase 1**

Arup led the extensive stakeholder coordination of Hunter's Point South, consulting with over 70 independent parties throughout design and construction including reviews by New York City's Departments of Environmental Protection, Transportation, City Planning, and Parks and Recreation, in addition to the Design Commission of the City of New York, and New York State Department of Environmental Conservation. It was through carefully coordinated efforts that Arup achieved consensus and delivered quality public space including pilot water sensitive urban design interventions in the public right of way, allowing us to incorporate sustainable features and transform this development into a resilient, green space for the community.

© Ari Burling



For example, over the past decade, the New Jersey Bike & Walk Coalition (NJBWC) has carried out a community engagement and advocacy campaign with the goal of converting the unused Old Boonton rail line between Montclair and Jersey City into a multi-use shared path and greenway. NJBWC's strategy included outreach to residents, government officials, community stakeholders, and advocates. Their goal was to build awareness about the benefits of the greenway project and to solicit and organize support. The organization's approach highlighted the interconnected benefits the greenway would deliver, including equitable active transportation options, environmental sustainability, climate crisis mitigation, recreational opportunities, open space, healthy communities, economic growth, community placemaking and connectivity.



#### **City of East Orange Parks Master Plan, Community Engagement**

The Nishuane Group led the outreach and engagement for the City of East Orange Parks Master Plan, a comprehensive assessment of the city's aging park system, toward the implementation of a program of physical rehabilitation and programming that was more responsive to the needs of a changing resident population.

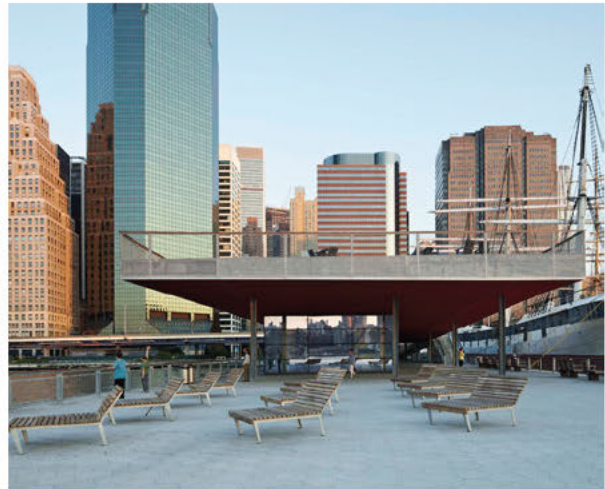
Civic engagement was the hallmark of this planning process. Focus groups, interviews, and public meetings generated valuable input from the residents of East Orange, community organizations, and other key stakeholders. The information and community perspectives attained were used to develop the recommendations and initiatives promulgated in the plan.

The City of East Orange Parks Master Plan reflects a broad consensus of public opinion and user needs as well as the core principles and visions of residents, decision makers and stakeholders. The Plan was the impetus for the subsequent physical and programmatic development of the City's Parks, thereby strengthening this as a valuable community resource.

### ***Forward-looking toward a resilient, safe-guarded future***

Arup has a rich history of blazing new trails for sustainability in the built environment. As a multidisciplinary team with engineers, planners, and designers, we understand that climate change will affect all projects for the coming decades if not centuries. As such, climate resilience will be well integrated in the designs and the community engagement of LSP and the Greenway.

We see the potential for climate resilient infrastructure to have benefits beyond the immediate project site; to integrate nature-based solutions for climate risk, which are often cheaper and more flexible; to ensure that the designs have the capacity to adapt to future climate challenges and that future climate resilience infrastructure can be added when needed at low cost; and to bring the understanding of the consequences of climate impacts on park operations and maintenance. We have delivered waterfront projects that have pushed the boundaries of climate resilience and have extensively studied the New Jersey and New York coastline including Upper Bay, Newark Bay, Hudson River, and East River. Arup has delivered implantation of various signature waterfronts, most notably Hudson River Park, East River Waterfront Esplanade, and Hunter's Point South.



#### **East River Waterfront**

Arup helped transform the neglected riverfront in Lower Manhattan into a spectacular 1.5-mile park and esplanade with a bikeway, two-level pier, and an eco-park. To enable the pavilions and step down to be built within the elevation constraint under the FDR Drive, we assisted the New York City Economic Development Corporation (NYCEDC) in obtaining a waiver from the New York City Board of Standards and Appeals to build below the FEMA flood elevation while providing resilience in the event of flooding.

©Ari Burling



Sustainability and resilience are core competencies, having served as sustainability consultants and advisors for hundreds of projects' green building certifications, including LEED, Build it Green, EcoDistricts, Living Building Challenge, WELL, Fitwel, Passive House, and others. Moreover, Arup participated in the development and vetting of the current version of the LEED rating system, LEED v4, and resilience standards.

Our engineers are committed to sustainable development. Arup is a charter member of the Institute for Sustainable Infrastructure (ISI) and promotes use of the new Envision rating system to define and measure sustainability on infrastructure projects. We currently have over 100 employees with Envision Sustainability Professional (ENV SP) accreditation in the United States, including over a dozen accredited staff in New Jersey including our Project Director, Vincent Lee.

Lastly, we have several WEDG Professionals on staff, a certification by the Waterfront Alliance for people who design and reduce risks to waterfronts while maximizing the benefits for ecology and access. The WEDG verification for projects acts to inspire innovation at the water's edge. Arup's Hunters Point South Phase 1 was one the first verified projects for the program and continues to be a case study emphasizing sustainable design and equitable development.

The Arup team fully recognizes the importance of utilizing the United Nations Sustainable Development Goals (UN SDGs) to create shared value for our clients and our communities while safeguarding our planet. Arup has made a commitment to contribute meaningfully to the UN SDGs. Through the lens of the SDGs, we will investigate sustainability as a through-line that connects across all aspects of LSP and the Greenway and explores key drivers of decision-making, such as:

- How can the master plan promote a more equitable and inclusive community, to create social value both within LSP, the Greenway and the broader State of New Jersey?
- How can the man-made and natural systems of LSP and the Greenway protect against future climate change risks, connect communities, and provide whole-systems value?
- How can good design and technology enhance resilience without creating more vulnerabilities?
- How can the master plan adopt circular economy principles that respect planetary boundaries?



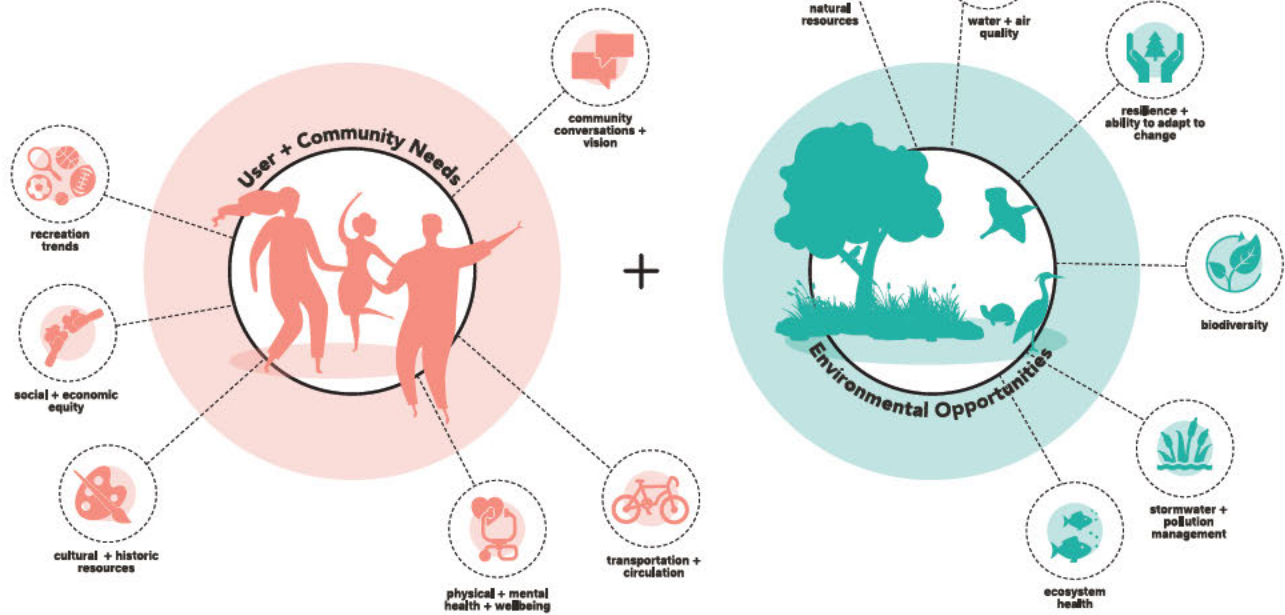
#### **Hunter's Point South**

Arup led the revitalization of an abandoned industrial area in Long Island City into an 11-acre continuous waterfront park. Phase 2 of the project consists of 5.5 acres on the southern tip of Hunter's Point, adjacent to the East River and Newtown Creek. With the additional wetland mitigation and green infrastructure pilot projects, the coastline park provides a resilient buffer from climate related weather events, as well as a communal space.

© Arup/Charles Aydtlett

# PARK FOR ALL

## Creative and Inclusive Master Plan Process



Newark 360 Master Plan

© WRT

Sustainability goes beyond the built environment; it is ultimately about people. We seek to develop trusted relationships through which we understand and support our clients as true partners in helping to deliver their projects. We believe this is the only way to drive transformational change, and why we invest in partnerships that enable innovation and amplify our contribution to the built environment and shift best practice, such as our long-term collaborations with the US Green Building Council, the World Business Council for Sustainable Development, C40 Cities, the Rockefeller Foundation, and the Ellen MacArthur Foundation that are redefining specialties including climate action, resilience and the circular economy.

We will draw on our hard-won expertise of best practice sustainability, resilience, and climate action in the built environment.

## Project understanding

Our team understands that the vision, issues, and opportunities for Liberty State Park and the Greenway are unique and require bespoke solutions. We recognize the importance of highlighting the existing and future obstacles and working with the Department to achieve the established goals using an inclusive and collaborative approach. In the following sections, we have outlined our approach to addressing the challenges and identifying opportunities for both LSP and the Greenway.



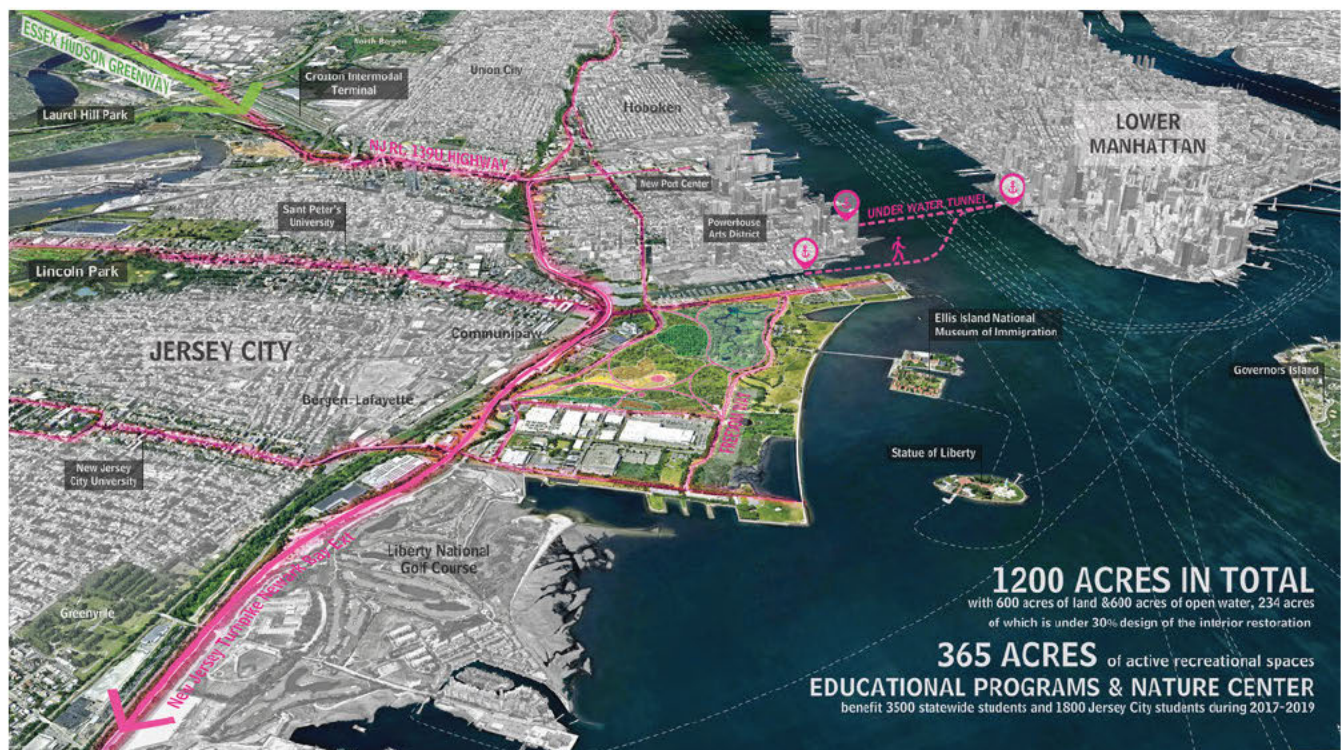
## Liberty State Park

### Project Understanding

#### *Scale of the Opportunity – a once in a generation opportunity*

From the Central Railroad Terminal and Yard created during the Industrial Revolution to a 1,200-acre public park, recreational space, and conservation area in the 21st century, LSP has seen substantial transformation throughout its history. This vast expanse of waterfront has seen almost 20 million immigrants pass through Ellis Island and the Terminal, changed land uses from rail to industrial and trucking, and now transition to a park and conservation area. The 1977 Liberty State Park Master Plan brought the first ferry from New Jersey to the Statue of Liberty, the implementation of educational amenities such as the Science Center, and creation of a series of playgrounds, open space, and wildlife. However, the interior of the park has not been given similar attention, given the wildlife overgrowth and contamination. The Department has the opportunity to develop an updated Master Plan that activates this portion of the park, creating a space that meets the community's needs.

The potential scale of influence LSP has on the community is unparalleled, as seen through its connectivity to the region, educational services it provides, and recreational amenities it offers for all visitors and users. Throughout the various updates to the 1977 Master Plan and proposed ideas for the park's open space, Jersey City communities have seen everything from golf courses to theme parks to residential and commercial development. We understand that there is a delicate balance between community development and conservation, and that the true mission of the Master Plan is to create a "Park for All". This Master Plan will provide a fresh perspective to the reactivation and design of the park, as it will integrate the goals of equity, inclusivity, connectivity, conservation, and resilience.



#### LSP site context

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### ***Environmental Stewardship – advancing education and understanding***

Increasing awareness of and continuing the conversation about the direct and indirect values of the park is crucial for the vitality and preservation of its environmental, recreational, and ecological resources. Leveraging existing services such as the Liberty Science Center, Interpretive Center educational programs, Children’s Park, and Waterfront Walkway can help increase awareness of the park’s value to potential visitors and users and carry the mission of revitalizing public space.

In addition to the existing resources for park visitors, it is important to highlight the opportunity the Department has to promote the activation of the park’s interior. Given the rise in vegetation overgrowth and “wildland” landscape in the park, using education programs, current planning initiatives, and community advocacy groups can communicate to the greater community the importance of reactivating the park. The recently implemented Task Force can be a driving force to understand the strengths and weaknesses of current communication techniques, how to expand reach to more communities, visitors, residents, and park employees, and potential methods to increase environmental and ecological education. Our team understands the importance physical amenities, community stakeholders, and regional agencies play in expanding the environmental influence of LSP.



**LSP Central Railroad Terminal Building with vegetation overgrowth**

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### ***Environmental Justice – meaningfully connecting and responding to the local neighborhood***

The creation of an open, inclusive, and inviting waterfront should be a central goal for the Master Plan. While one of the most iconic neighborhoods of New Jersey, many city residents experience the area today primarily from afar. Rather than becoming a rarified district for the few, LSP can be a destination and home open to all New Jersey. To meet these goals, open space design and programming should prioritize equitable access – facilitating movement to the district and along the waterfront and providing public and affordable activities for New Jersey. Leveraging of existing community forces, such as the LSP Design Task Force, local conservationists and activists, and Jersey City and statewide politicians, will play an important role in the development of an inclusive and holistic Master Plan. Key to this objective is to delve into historic contamination sites and issues within the park’s Interior and industrial zones, particularly given the proximity to disadvantaged communities, and to assess how these challenges can be addressed safely to create a park that meets the needs of the community.

Balancing the diverse mix of needs – commuters, tourists, residents, and visitors – will require careful design of circulation networks and connections to transit, as well as parks, plazas, and squares for gathering and pause. The Master Plan must consider how all users access and interact with the park, and how those points of connectivity can be enhanced to increase accessibility and inclusivity. Executive Order No.89 and the State Park and Forestry Resources Act spotlight the mission of creating parks and forests that provide equal access, facilitate public use and enjoyment of conservation areas, and create open spaces particularly for disadvantaged communities and those impacted by climate change. Integrating these goals into the planning and design of the park’s Master Plan is a necessary step to create a public space that successfully and conveniently engages diverse communities and addresses the conservation, recreation, and ecological needs of the park and its patrons. We see community engagement as a capacity-building exercise that encourages collaboration and identifies champions for future implementation, particularly for key locations within LSP including the interior.



***Active Travel Connector – creating a mobility hub, connecting to ferries and beyond***

Enhancing and expanding access to and from LSP is a key priority for not just the Department, but adjacent communities, transportation agencies, conservation groups, and most importantly, the park's visitors. Our team understands that in a world of evolving mobility modes, demand for transportation services, and the demand for our communities to get to where they need to go faster and quicker, the Department has an opportunity to strengthen the park's role as a regional mobility hub.

As such, it is important to consider not only the scale of the park's 1,200 acres, but also its extensive influence, attracting five million annual visitors. There is a need to expand connectivity across the perimeter of the park, from both land and water. Given the noise of transit options including PATH services, the Hudson-Bergen Light Rail, other NJ Transit bus routes, and NJ-NYC Ferry services and taxis, it

is important to consider how these transit services interact with each other and provide reliable, frequent, and accessible travel for all park visitors.

Currently, the park feels accessible only through key ingress and egress points, including the Central Railroad of New Jersey Terminal, Ellis Island connector bridge, Hudson River Waterfront Walkway, and Jersey City Boulevard. These focal points discourage those who walk, bike, or take transit or rideshare services, as they prioritize those who drive. Breaking down the barrier between adjacent communities, the New Jersey Turnpike, and lower Manhattan can open the park to more visitors, create a more welcoming experience for all, and enhance the park's influence as a mobility hub, with multimodal access. Arup has solved similar challenges through our work on PANYNJ Call-in and NJ TRANSIT On-Call assignments.



**Central Railroad Terminal Building and ferry at the Statue Cruises Departure**

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***Resiliency and Climate Adaption – centering the park in the broader ecological network***

Understanding the role LSP plays in local and regional climate resilience is critical for the survival of Jersey City's waterfront, statewide available open space, and the preservation of ecological and recreational spaces in an urban environment. The future Master Plan of the park must be heavily influenced by and integrated with regional resilience initiatives including the New Jersey Statewide Climate Change Resiliency Strategy and the Department's "Resilient NJ: Northeastern New Jersey Action Plan" to ensure a successful climate adaptation strategy.

With the increase of natural hazard events, urban heat island effects, increasing contamination, and coastal and rainfall flooding, establishing strategies and designing solutions to mitigate these impacts is of the utmost priority for the preservation of the park. Our team understands the pioneering forces and initiatives and programs that are shaping climate resilience

in Northeastern New Jersey and are therefore aware of the importance this Master Plan has in the movement towards building a resilient waterfront and park. Previously proposed solutions such as road/walkway raising, greenway enhancements, drainage rehabilitations, and flood barriers are all options that will strengthen the park and prepare it for future environmental hazards, as will nature-based solutions onshore and offshore to mitigate wave impacts, store carbon, increase biodiversity or reduce the spread of contaminants. Past climate events such as Superstorm Sandy caused substantial damage and flooding to the park, and ten years later, the park's amenities and resources still feel those impacts. Future climate events, when not mitigated, will cause increasing strain on park operations and budgets. Creating a Master Plan that integrates climate mitigation and resilient solutions is a key priority, and a component that will require extensive planning, deep analysis, and coordination.



**Central Railroad Terminal Building with sign that says "Superstorm Sandy smashed windows and doors"**

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## Identifying Key Challenges

Given the history, legacy, and complexity of LSP and the continued work of the Task Force, the Arup team would like to acknowledge the following key challenges and opportunities:

### *Creating a Park for All*

The LSP Master Plan and Redesign is an opportunity for the Department to create an inclusive public space that meets the needs of all visitors, tourists, commuters, and residents. Given the conflicting ideas for development, conservation, and recreation space in LSP, truly understanding the delicate balance of equitable, resilient, and accessible solutions is something that will require in-depth community and stakeholder engagement, sustainable landscape and green stormwater infrastructure design, comprehensive flood impact analyses, and much more. The ultimate plan should propose a design that successfully addresses the relationship between everyday users, prospective users, tourists, the Hudson River and waterfront, neighboring communities, transportation networks, wildlife, and adjacent development.

Our team's approach to the planning and engineering Master Plan tasks will incorporate an inclusive

design that ensures longevity and growth for LSP. Our team will implement best practices for a resilient and equitable design. To supplement our planning and engineering expertise, we have extensive community engagement experience, where we have heavily involved communities and key stakeholders in decision-making processes. We believe that the success of any Master Plan process – the ability to implement its ultimate recommendations – begins and ends with public acceptance of the process that developed the recommendations. And public acceptance can only come through patient, meticulous, technically rigorous work that brings best practices from other places while also honoring and integrating the uniqueness of the place. Our team's involvement in "Newark360: Shaping Our City Together," Newark's recently adopted (city-wide master plan, showcases our ability to work with a large team on a complex master plan process. Newark360 successfully demonstrates integrating in-depth analysis and community input to develop forward-thinking solutions. Our projects with the Trust for Governors Island and Hudson River Park Trust are examples of how our team thinks holistically and comprehensively to expand the influence of the amenities, resources, and services provided by public open spaces.



### Past experience: Newark360 Master Plan, Engagement by the Numbers

Despite the challenges of engaging during the COVID-19 pandemic, WRT deployed a wide range of tools to invite Newarkers of all ages, backgrounds, and neighborhoods to participate in Newark360. The engagement process garnered over 10,000 touchpoints with Newarkers for this Plan.

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### ***Mitigating Impacts from and Preparing for Climate Change***

The Department and other regional forces have made commitments to enhancing resilience and sustainability not just at LSP, but across the State. Recent planning initiatives have pioneered the resilient-LSP movement and have proposed strong solutions to prepare for future climate hazards. LSP is at risk to coastal flooding and surge, extreme precipitation, and urban heat island impacts. Despite this, the Department has been at the forefront in climate change adaptation and working with regional stakeholders to understand how to protect vulnerable infrastructure, parks, transportation networks, and communities.

The Arup team has comprehensive and unique expertise in the world of sustainability and resiliency, and how it integrates into the fabric of public space, waterfront amenities, and parks. We have considerable experience working with developers, architects, government agencies and operators to develop waterside sites, such as marinas, waterfront recreational facilities, riverside developments, and applying creative designs at the water's edge to minimize cost and risk, maximize returns, and enhance public site longevity. On Hunter's Point South, our team developed strategies to enhance the urban experience, creating an environment that is sustainable and transformative. Our involvement in New York State's NY Rising Community Reconstruction Program reflects our team's ability to lead a robust community engagement program, craft comprehensive and bespoke Resiliency Plans, and integrate engineering design, policy, and ecological solutions.

Through ONE's work on Resilient NJ, the team has a nuanced understanding of the role the park and the Greenway can play in a larger context, and of the various stakeholders involved.



#### **Past experience: Resilient NJ – ONE**

Resilient Northeastern New Jersey is a regional resilience partnership aiming to build upon ongoing resilience work and provide a clear roadmap for ensuring long-term social, environmental, and economic vitality by reducing flood risk. The communities of Jersey City, Newark, Hoboken, and Bayonne have experienced flooding during heavy rainstorms, combined sewer overflows, and coastal storms, such as Hurricane Sandy. Flooding is expected to worsen over time as climate change causes more intense rainfall and sea level rise.

With our interdisciplinary project team, led by Arcadis, under the guidance of the New Jersey Department of Environmental Protection (NJDEP), ONE is working to develop an action plan to address current and future flood risks at a local and regional level. Through close collaboration with local city and county governments, numerous stakeholders and community organizations, and a robust outreach operation, the project aims to offer holistic solutions that are integrated with the communities they serve.

### ***Addressing Contamination Issues to Successfully Revitalize the Interior***

Since the formation of LSP in the 1960s, the Interior of the park has transformed into a black box of vegetative overgrowth and contamination. Dubbed the “wildland”, the interior has been a key priority for revitalization and rehabilitation. Current planning initiatives including the Interior Ecosystem Restoration Program have sought to address not only

the existing environmental obstacles, but also create solutions that mitigate impacts and equitably dedicate the 250-acre portion of the park to conservation, recreation, and/or development. With the recent dedication of approximately 50-acres of the Interior to recreational facilities and uses, there is hope for the Interior to maximize its true potential and serve the greater community.



#### **Past experience: FDR Park Plan and Implementation, Ecological Core**

WRT is currently working with the Fairmount Park Conservancy and Philadelphia Parks and Recreation on a once-in-a generation opportunity to reimagine a historic Olmsted Park to serve 21st century Philadelphians. The plan for the 348-acre FDR Park in South Philadelphia is investigating, analyzing and recommending approaches to enhance FDR’s ecology, landscape and built environments. The plan also seeks to create a shared vision for reinvestment among park managers, adjacent institutions, stewards, non-profits and general park users. This plan will be mindful of and responsive to: changing recreational patterns and land uses, historic landscapes and structures, climate change and sea level rise, current and future park operations and facility utilizations as well as a growing need for expanded amenities, programming and concessions.

Understanding the significant impact of the project on the people of Philadelphia, WRT crafted a meaningful and inclusive community engagement plan to facilitate consensus building among stakeholders and members from a wide-range of communities, including socially vulnerable and underrepresented populations across the city. During the year-long planning process, the project team spoke to nearly 3,000 community members and stakeholders. These conversations took place in seven languages and in settings that ranged from online surveys, canvassing in the park, two public open houses, several small design workshops, and more than 30 stakeholder meetings. In 2019, the WRT team unveiled the plan for FDR Park at a community event held on the Boathouse Lawn.

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#### **Past experience: Mulberry Commons**

Arup contributed to the creation of a welcoming public space for Newark residents and visitors that reduces stormwater runoff and pollution from the site.

© Arup

Our team has experience in complex urban environmental design and valuable and unique public engagement techniques to create open space that promotes sustainability and equitable use. Our expertise lies in performing surveys and understanding the current ground and environmental conditions of a given space particularly with the diversity of marshes, wetlands, and grasslands in the Interior. The team's involvement in Newark's Mulberry Commons \$10 million (\$10m) park development is an example of

how we aspire to transform spaces to revitalize public spaces and downtowns and create a destination for residents and visitors. This project, which transformed 3.6 acres of a parking lot into urban green space, included the implementation of an event plaza, playground, grass hills, and a garden. Our team helped our client obtain an NJDEP Stormwater Management Permit as well as reduce more than 80% of the pre-Newark stormwater runoff.



### ***Enhancing Connectivity and Accessibility to LSP***

LSP is an open space oasis for tourists, visitors, and everyday users. It provides a refuge for those who walk, job, stroll, bike, and move – through the various playgrounds, paths, and recreational amenities. However, it can be complicated and arduous for all user types to conveniently access the park, either on foot or a wheelchair, a bicycle or e-scooter, via a ferry, or by public transit. Given the increasing shift in multimodal travel options and demand for more amenities for alternative modes, LSP must adapt through capital improvements within the park, engaging with regional transportation authorities, and understanding how its users (and prospective users) can access and connect to and from the park.

Our team has been a driving force at developing equitable and innovative mobility solutions for sites, communities, and regions. We have developed active mobility policies and strategies, designed cycle and walking infrastructure, analyzed accessibility and inclusivity, advised on cycle and pedestrian planning, behavioral change, wayfinding, and public realm design for a range of projects. We have been at the forefront of pedestrian-oriented environments in New York City; we worked with NYCDOT to create Vision

Zero borough-specific plans to enhance pedestrian environments. Staten Island's Freshkills Park Master Plan is an example of how our team leveraged the park's unique characteristics to design large open spaces supported by new roads that proactively mitigate increases in local congestion. Our team designed an environmentally sensitive circulation system that threads up to four lanes of traffic, bike paths, and maintenance access for park and landfill operations through narrow corridors set between wetlands and landfill mounds. This circulation system also responded to community members' concerns of the local congestion increases, associated with the creation of a new, large regional amenity.

Our work on the Governor's Island Transportation Study showcased our multidisciplinary approach to transport planning within the context of a historical and recreational site. Our team evaluated passenger and freight island access scenarios and helped the NYCEDC prioritize multimodal strategies and achieve their goals for future development. This study fits within the broader strategy that sought to bring new development and land uses to transition Governor's Island from a summer destination to a year-round activity center.



**LSP, connectivity and program**

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### ***NJ Turnpike Newark Bay Extension – A Barrier to Entry***

Currently, the New Jersey Turnpike (the Turnpike) acts as a physical barrier to not only neighboring communities such as Communipaw, Bergen-Lafayette, and Greenville, but those seeking to access the park via alternative modes and public transit. If future changes to the Turnpike include utilizing it as a future flood barrier, LSP will remain a victim, dividing visitors and transportation networks. We believe that the Master Plan must broaden the extent of its study area to enable the break down of this barrier and increase accessibility and safety for those accessing the park from across the Turnpike.

Our team has been involved in complicated and politically charged projects like this before, and we have successfully woven together infrastructure,

equity, access, and open space challenges to create solutions. Our work with MassDOT for the review of the redesign of the Allston I-90 Interchange highlights how our team provided a host of comprehensive options and alternatives for the public to provide their feedback. We created a cohesive vision for the project and design solutions that replace the viaduct with an asset that improves the community and provides waterfront access and recreational amenities while retaining its mobility functions. On a smaller scale, our team assisted on the Savoy Park Master Plan to conduct site programming, parking design, circulation strategy, wayfinding, and visualization services. Applying these techniques, skills, and design strategies at a larger scale for LSP could help the Department understand how to engage park visitors and communities exiled by the Turnpike or other major barriers to entry.



### **Past experience: Reimagining the Allston I-90**

Arup's independent review provided MassDOT and the community with multiple options for the controversial, complex project, including the preferred alternative.

### ***Meeting External Timelines and Coordinating with Key Agency Stakeholders***

Maintaining the project schedule is an important factor and having early approvals from submissions provide to the State Historic Preservation Office (SHPO) will assist in not delaying the proposed schedule. The procedure outlined in the following paragraphs can help the Department determine what SHPO will request and avoid providing more information than what you plan on submitting. A key factor to receiving early approvals relies solely on our team being able to prepare the initial preliminary submission. We believe that early meetings between the Department and SHPO will be beneficial to enable the team to provide a more concise package for approval. This can be achieved by ensuring that any comments from preliminary meetings can be incorporated into the first submission.

Another key point is to have SHPO review the proposed preliminary assessment sheets of each property and determine the impact of the proposed work on the built fabric and whether a submission package is required. SHPO's role is to receive and review the documentation and design proposals for alteration, rehabilitation, repair, conservation, restoration, or new addition. SHPO will be reviewing the documentation to determine compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings, US Department of the Interior, National Parks Service. Our team will serve as the intermediary between the client and the NJ State Historic Preservation Office (HPO) and any other agencies (City or State). Communication and submittal reviews between the Contractor and SHPO shall be done via correspondence routed through the client.

Our team's involvement in the \$18m Jones Beach State Park Master Plan is an example of how our design approach allowed the client to meet their aggressive project schedule by producing an efficient initial design that was estimated to keep the project under budget. We also provided benefits and value that extended beyond the standard scope for the building master plan, as we incorporated energy efficient mechanical systems and coastal resiliency into the design.



### **Past experience: Jones Beach East Mall Marketplace**

Jones Beach State Park, located on the south shore of Long Island, is Robert Moses' first major public project and is a masterpiece of civic planning and one of the crowning achievements of his legacy. The Jones Beach East Mall Marketplace is part of an overall revitalization plan for the future of the park. The architect's master plan sought to seek a balance of competing issues: historic preservation, the need for new and updated uses that better serve the public, the need to maximize revenues from concessionaires, and the need to plan for the realities of flood plains and coastal resiliency in the aftermath of Superstorm Sandy. The revitalization plan also includes restoration and adaptive reuse of the existing Art Deco buildings.

The \$18m Jones Beach East Mall Marketplace (named Boardwalk Café) project, opened to the public in 2018, is part of the Governor's \$65m renovation plan for the park. The structure was designed to withstand the extremes of northeast hurricanes and snow storms. The main building structure is elevated 20ft above the water and out of the coastal flood plain, which meet FEMA's requirements and was the central design challenge. Surrounding timber terraces and building skirts are designed with components that will break away during a storm event to spare the primary structure from otherwise significant flood loading. The foundation, which consists of 50ft piles, is buried up to 10ft below grade to resist the effects of scour due to storm surge. The canopy structures and fabric roofs, which will remain year-round, were designed for both hurricane winds and significant snow loading.

Special attention was given to the loading dock which projects down within the DFE, as well as incoming services which enter the building directly below the building. These utilities were designed to hang from the structural slab should they be undermined during a storm event.



### Working with you to address the challenges

Our LSP Master Plan team has a long history of crafting signature public, urban spaces and implementing high-quality infrastructure. We understand that the development of public space does not occur in silo, but rather in collaboration with our clients, city agencies, developers, public space stewards, and the local community.

Each team partner has grown organically over time within the New Jersey region and within the east coast, and seeks to develop meaningful relationships with our clients, particularly those that share aligned values around sustainability, holistic resiliency, equity, and design excellence. We understand how to navigate the ever-changing regulatory environments at the city, state, and federal levels to deliver meaningful urban design plans and strong infrastructure projects. Our engineers, consultants, architects, ecologists, community advocates, and designers have helped the region transform our streets for people and transit, revitalize our waterfronts, and overcome the

shocks and stresses of major historic events. This is demonstrated through some of our award-winning projects, such as Hudson River Park, Newark360, Hunter's Point South, and East River Waterfront, as well as other iconic and transformative projects such as Little Island, the Rising Community Reconstruction Program, the Future of the Brooklyn-Queens Expressway, and Reimagining the Brooklyn Bridge.

LSP is a complex site that requires a balanced and intricate Master Plan that meets the need of existing and new park users and visitors, prioritizes climate mitigation solutions, designs accessible circulation networks to connect to regional transportation and more communities, and develops a comprehensive contamination and remediation plan. We view this Master Plan as an opportunity for the Department to address the historical, present, and future challenges that LSP faces and are excited by the prospect of shaping the vision and design of the park.



#### Past experience: Liberty State Park, Empty Sky, 9/11 Memorial

Arup's careful engineering and coordination with fabricators led to the successful completion of Empty Sky, which allowed very little room for error to meet the architect's vision of a very smooth, reflective surface.

© Ari Burling



## The Greenway

### Project Understanding

#### *Scale of the Opportunity – a dormant opportunity with transformational potential*

Almost 20 years ago, the nine-mile stretch of rail line between Jersey City and Montclair, NJ, fell silent. Over the following years, this abandoned rail corridor known as the “Old Boonton Line” saw growing calls from community stakeholders to transform the land into a public asset. The community’s vision for this corridor recognized this land not as a blighted and aging rail line but rather as a dormant opportunity with grand potential. The State of New Jersey clearly shares this vision, and the state’s recent purchase of the land set in motion an exciting opportunity for all communities along the corridor, with opportunities for programming of amenities, flexible multimodal solutions, and equitable development.

The Greenway development is steeped in the context of reclaiming industrial use for recreation. This corridor has a storied history, starting as the Erie Railroad in the late 1800s and ending as a commuter rail called the Old Boonton Line that was part of the Erie-Lackawanna Railroad in 1960. This commuter line was taken out of use in 2002.

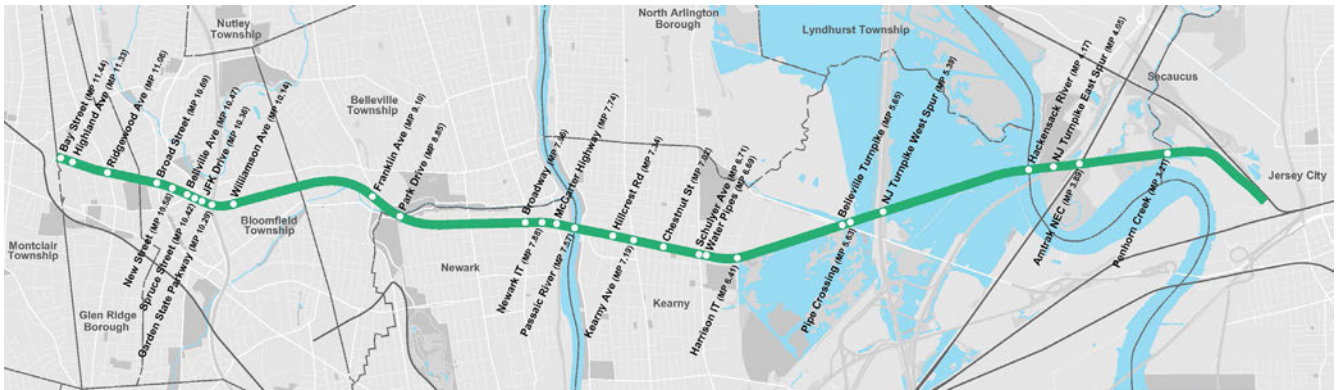
The idea for the Greenway emerged out of individual municipal initiatives that developed the idea of “the Ice & Iron Greenway” Project which was advanced through the creation of an Inter-Local Agreement uniting the towns and counties along several possible routes. The Essex-Hudson Greenway alignment that will be realized was completed in 2017 with the East Coast Greenway Essex-Hudson Greenway Connector Routing Plan. This study looked at alternative alignments but found the inactive railroad corridor with the most potential for an off-road shared use path that had the potential to be accessible by people of all ages and abilities.



#### **Essex-Hudson Greenway Framework Plan, Passaic River Bridge site photo**

The Passaic River Bridge is one of the thirty bridges that are part of the proposed Greenway corridor and will require collaboration with government agencies, such as NJ TRANSIT, to rehabilitate.





## Essex-Hudson Greenway Framework Plan, Bridges

© MNLA

### *Greenway Typologies – uniting a diverse range of uses, users, and needs*

Although the Greenway passes through eight municipalities and two counties, it can also be broken down to make it more accessible to the community and to enhance potential programming. Our team feels there are four distinct Greenway typologies or areas, with bridges linking this experience.

The western extent of the Greenway passes through leafy suburbs and has begun exhibiting its natural tendency to revert to a woodland ecology. These areas can embrace this ecological route and recognize that its restoration can enhance the thickest edge of the woodland species for birds, pollinators, and habitat. This end of the Greenway is where neighbors have the closest proximity, which can be both a challenge and benefit. One of the most surprising aspects of the Greenway is how it changes width along its length. In the area near Newark, the Greenway has a broad, flat urban feel. This area has the greatest potential for transformation along with broader, more active programming.

Working with the commercial entities and the City of Newark, we could potentially help develop a program for the underserved neighborhoods within the Urban Transformation Section. The Town typology starts as the user passes over the Passaic River through the Gulch to Kearny where the Greenway has the potential to weave into existing town open space before it heads to the Meadowlands. The Meadowlands is the most vast and unique leg of the Greenway. Here is where the users understand the importance of New Jersey's

drainage ways and transportation systems. This area has many potential connections to other trail systems and future recreation and where resiliency will be employed carefully. All four typology experiences are heightened by the incredible views, portals, and landmarks that are created by the linking bridges. The bridges along the greenway are diverse in their scale and design. Both underpasses and overpasses contribute to move through space without interruption. Prioritizing the connections between and with surrounding neighborhoods and understanding their complexity in relation to the Greenway's development and the surrounding environment, will be a major challenge in the Master Plan Phase.

### *Promoting responsible development and conservation*

Greenway users experience changing landscapes and topographies across the corridor - from woodlands to densely developed industrial land to the marshes in the Meadowlands. The ecological systems and variations in the built environment will require a Master Plan that is respectful of the changing plantings, soils, water, and habitats. In addition to addressing the ecological conditions, the Greenway corridor sits upon miles of historic fill, and many adjacent properties are still active or former industrial sites. Given that this corridor is a former 1800s railroad in a heavily industrialized area, recognizing and addressing these areas of concern through investigation, remediation, and thoughtful design is crucial for the success of the Greenway.





#### **Essex-Hudson Greenway Framework Plan, Newark rendering**

The route of the Old Boonton Line through Newark created a broad open swath of land devoted to transportation infrastructure. Today, much of the rail has been removed or buried. The Essex-Hudson Greenway provides an opportunity to transform this urban landscape into a treasured community open space that infiltrates stormwater, provides shady canopy trees, adds amenities for play and community events, and connects to neighboring communities.

© MNLA

#### ***New, safe, and equitable opportunities for outdoor recreation***

The character of the neighborhoods transitions throughout the corridor; from Jersey City to Secaucus, Kearny, Newark, Belleville, Bloomfield, Glen Ridge and to Montclair. The Master Plan must provide solutions that benefit local communities while avoiding adverse impacts. The nature of the direct and indirect benefits of the Greenway will vary along the length of the corridor, a strong understanding of the local communities through engagement and outreach is required to find the right balance for each community.

The Greenway will connect neighborhoods and business districts with new opportunities for recreation and transportation for Overburdened Communities that disproportionately lack access to open space. These intrinsic characteristics require extensive coordination with diverse external stakeholders. Engagement and outreach efforts will require clear, open, timely, and transparent communication to successfully engage and partner with all communities along the project and make the Greenway an asset valued by all residents. The approach must be mindful of the prior engagement efforts on the project, including knowing where the project might face headwinds, and be proactive to meet the needs of the communities.

#### ***Active Transportation Corridor – a multimodal walking, biking, and transit Greenway***

Developing the Greenway into a thriving active transportation corridor is a key goal for this project, as the current multimodal amenities and facilities currently do not promote an inclusive and connected multimodal network. This includes new amenities for not only walking and biking, but also opportunities for transit, utility distribution, and other beneficial economic uses while remaining true to the Greenway's core purpose of recreation and conservation. The funding sources for this project mandate that key features be incorporated into the final design including multimodal transit opportunities, recreational uses, and improved stormwater management.

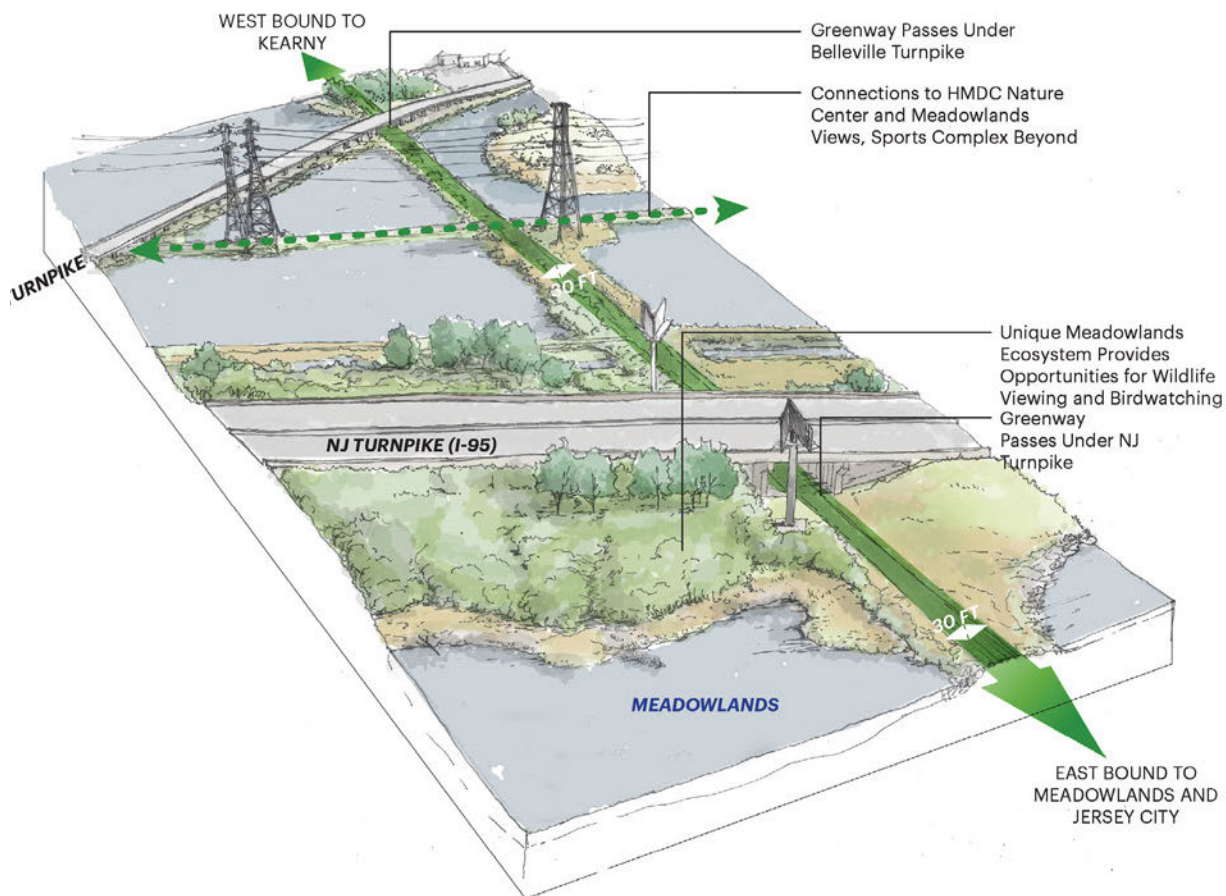
The Greenway will be an open space connector that links municipalities, parks, natural resources, and cultural facilities that will be rooted in the heart of New Jersey. A central goal will be to build on what exists, to make as many viable connections as possible and to facilitate access to parks and open space facilities outside the Greenway. The Greenway will also promote healthier lifestyles for all users by creating pleasant circuits of various lengths that are suited to varying abilities and leisure time. It will also ensure routes are appropriately proportioned to accommodate multiple types of users. We understand



that the Greenway should enhance not only safe and connected multimodal circulation but also restore and provide new landscapes that will contribute to enjoyment of the outdoors. We look to find and develop phasing strategies with our agency partners and the community to realize short-term, mid-term and long-term projects. This will allow for creative funding strategies and possible coordination with projects already in development.

### ***Meeting the needs of existing and future generations***

The Greenway Master Plan provides an opportunity for New Jersey to strengthen stormwater management practices for the corridor and the adjacent commercial and residential uses. While we understand that this requires significant funding, design, and coordination, we believe that this is also an incredible opportunity to use the Greenway corridor to manage stormwater for the surrounding communities, providing a solution during extreme climate events. Considering that portions of the Greenway are at or close to sea level, particularly within the Meadowlands, it will be necessary to consider the effects of climate change and sea level rise, and ways to mitigate these impacts.



### **Essex-Hudson Greenway Framework Plan, Meadowlands Crossing diagram**

Passing through the Meadowlands is an incredibly unique experience - sun is blazing in summer, the winds are fierce in winter, and the mosquitoes are ferocious. However, it is these extreme conditions that make one highly aware of their senses and appreciative of the environment that surrounds them.



#### **Past experience: The 606, Chicago, IL**

The park and multi-purpose bike trail includes 37 bridges, including the one pictured that spans across Milwaukee Avenue.

© Arup

### **Identifying Key Challenges**

The length and age of the former rail corridor, coupled with the site crossing through multiple and diverse communities presents several key challenges.

#### ***Repurposing Historic Rail Infrastructure for Pedestrian Use***

There are 30 bridges along the greenway corridor, 16 of which carry the greenway over a river or roadway. Each bridge is unique, and most are 100 years old constructed with historic materials, including riveted steel and stone masonry. Each bridge will require special assessment to convert to a greenway. Project Implementation of the project will ultimately require geotechnical investigations, environmental reviews, and detailed bridge inspections. It will be important to obtain existing drawings for the bridges. Each of these bridges will require rehabilitation and work to convert to pedestrian bridges, thus involving coordination with local communities, municipalities, utility owners, and government agencies. Some bridges are in residential or historic areas and will require solutions that are sensitive to the surrounding environments.

The Greenway runs through or is adjacent to several historic properties such as the Branch Brook Park Historic District, Glen Ridge Railroad Station, Glen Ridge Historic District, and the Garden State Parkway Historic District. The alignment also has archaeological historic properties such as the Jersey City Waterworks Pipeline and the Morris Canal Historic District. The proposed design elements will carefully evaluate impacts to these historic and archaeological resources in order for the new use to compliment or be compatible with view sheds and historical properties and districts. This will be carefully coordinated and reviewed with State Historic Preservation Office.

Our team's approach will build on our experience on The 606 in Chicago, IL, which was a transformational project to convert a 2.6-mile under-utilized rail line into a linear park. Arup developed standard framework for review and inspection of 37 historic bridges along the rail corridor to systematically determine how to best repurpose each bridge for the linear park.



### ***Bridging the Hackensack River***

The abandoned bridge over the Hackensack River is an essential link to connect the greenway across the Meadowlands and is a substantial challenge for the project. The existing bridge is a former movable structure which has not closed in decades. The existing structure may not be suitable for conversion to a pedestrian bridge and solutions to reconstruct or replace the structure will be a long-lead item that must be progressed early in the project. This is located over a navigation channel in an environmentally sensitive area and will require pre-engineering, environmental review, and coordination with the United States (US) Coast Guard, US Army, and Federal Wildlife agencies.

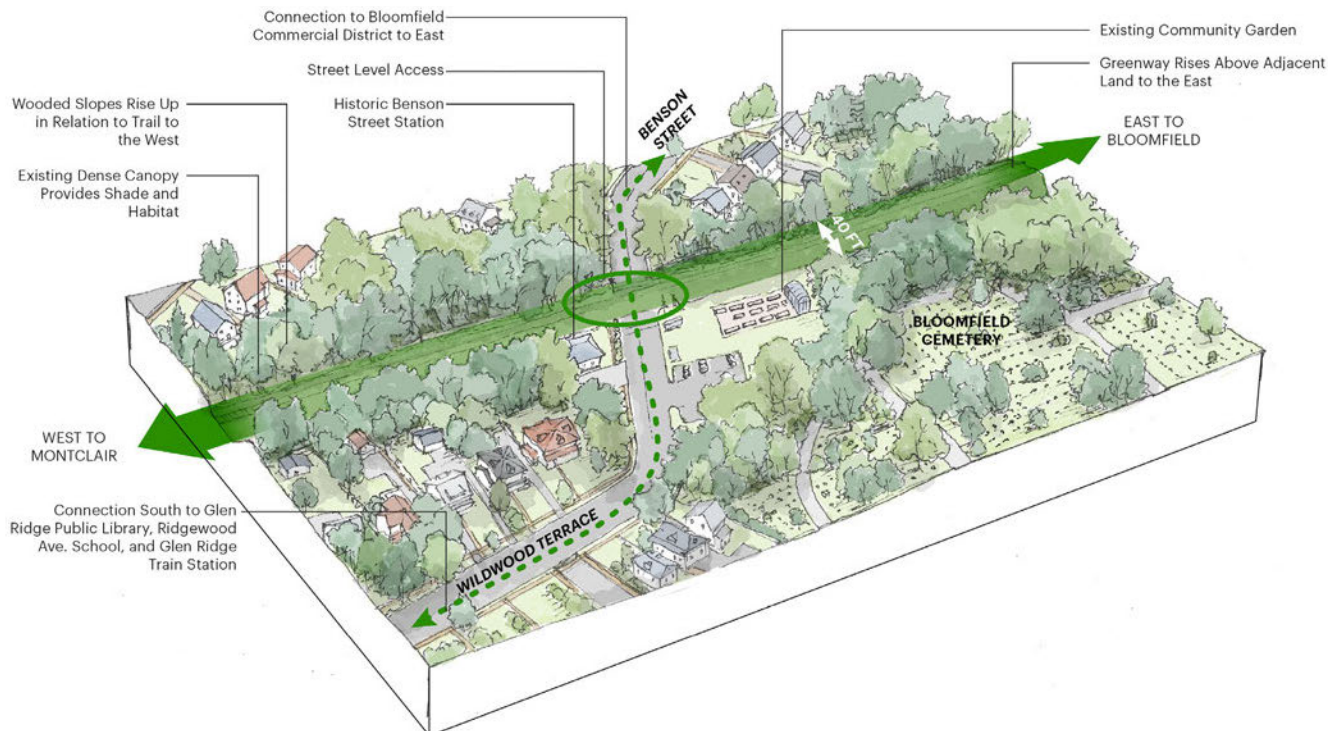
Our team's work on the Essex-Hudson Greenway Project has immersed us in the complex challenges presented by this crossing. Such challenges are ones we have successfully navigated in the past, including Arup's work during the preliminary engineering and facilitation of the environmental impact studies for the new Mario Cuomo Bridge to replace the Tappan Zee Bridge, which was not dissimilar in ecological, environmental, and permitting complexities at the Hackensack River Bridge. We bring our world class bridge engineering experience to the team to address this key challenge.



**Essex-Hudson Greenway Framework Plan, Swing Bridge site photo**

The Swing Bridge is one of 30 bridges along the Greenway corridor that will require rehabilitation in conjunction with government agencies or total reconstruction or replacement, depending on the suitability of the existing structure and its ability to move.





### Essex-Hudson Greenway Framework Plan

In the west the Greenway moves through the wooded residential landscapes of Montclair, Glen Ridge, Bloomfield, Branch Brook Park and Belleville Parks, where this canopy provides shade, habitat, and enjoyment to what feels like a Wooded Trail within the communities and ecological systems of these areas.

© MNLA

### *Fostering Safe and Inclusive Access to the Greenway*

All New Jersey residents have a right to live, work, and recreate in a clean and healthy environment. Historically, low-income communities and communities of color have been subject to a disproportionately high number of environmental and public health stressors. The Greenway provides an opportunity to address this important challenge through access to open space and multimodal transit – which will need to be intuitive, legible and ensure universal access. There are points along certain areas that provide easy access for future Greenway users from the street, sidewalks, or bike lanes. They also serve as the most likely points of entry for maintenance and emergency services vehicles. At other locations where the track is elevated above, or sunken below the crossing roadway, it will be important to introduce new entrances with long ramps or sloped pathways.

In some locations an adjacent street runs parallel to the tracks for a short distance, or a street may dead end into the tracks. These locations may or may not serve as good entry points depending on the elevation of the road in relation to the elevation of the tracks. In the Meadowlands and Jersey City sections of the greenway the site has an adjacent

street that runs parallel to the site for a short distance. These locations may serve as good entry points depending on the elevation of the road in relation to the elevation of the tracks. The Arup team will work with the Department to develop criteria for new access points that will include weighing community input, anticipated user volume, access to parking, and user safety besides understanding the technical feasibility of the Greenway entrances and exits ability to meet universal access.

Our team's involvement with the Essex-Hudson Greenway Visioning Study allows us to have intimate insight into this unique corridor and its access challenges that we have already spent considerable time evaluating. Additionally, we've put the same best practices and insight into the accessibility of projects such as Hunter's Point South where the various high and low elevation points are designed to be reachable by all park visitors in equitable ways. This allows visitors of all walks of life to enjoy safely getting close to nature or rising to an elevated panoramic viewpoint.

### ***Responding to Distinctive Environmental and Ecological Settings***

The planning, design, and implementation of the Greenway must be sensitive to the valuable ecological resources that provide habitat, water filtration, and flood mitigation. Such unique characteristics must be promoted while also managing the corridor for multimodal development. This is both a challenging balancing act and an opportunity to inspire users through the experience in the environment. The implementation also presents the opportunity to repair lands degraded by development, pollution, and human intervention.

MNLA (along with Arup) built a foundation for the Essex-Hudson Greenway alignment by establishing a design framework and goals that aimed to highlight the special moments and unique qualities of the existing environmental and ecological conditions of this continuous corridor during the Visioning Study. This design foundation was underpinned with careful technical investigations that cataloged and evaluated the existing bridges, reviewed and studied the stormwater management needs, and the environmental impacts. This synthesized the Greenway's potential for the community, for agencies and for the dialogue that shaped the land sale and will guide the design and implementation moving forward. These goals are rooted in allowing the Greenway's unique personality and broad appeal to be realized for regional and local recreational users, commuters, and nature enthusiasts while serving as a connector for the environment, water, and ecological systems it stitches together.



### **Essex-Hudson Greenway Framework Plan, Meadowlands Crossing rendering**

Rendering of the Meadowlands Crossing, that acts as a stopover for species that are associated with the Atlantic Flyway.

© MNLA



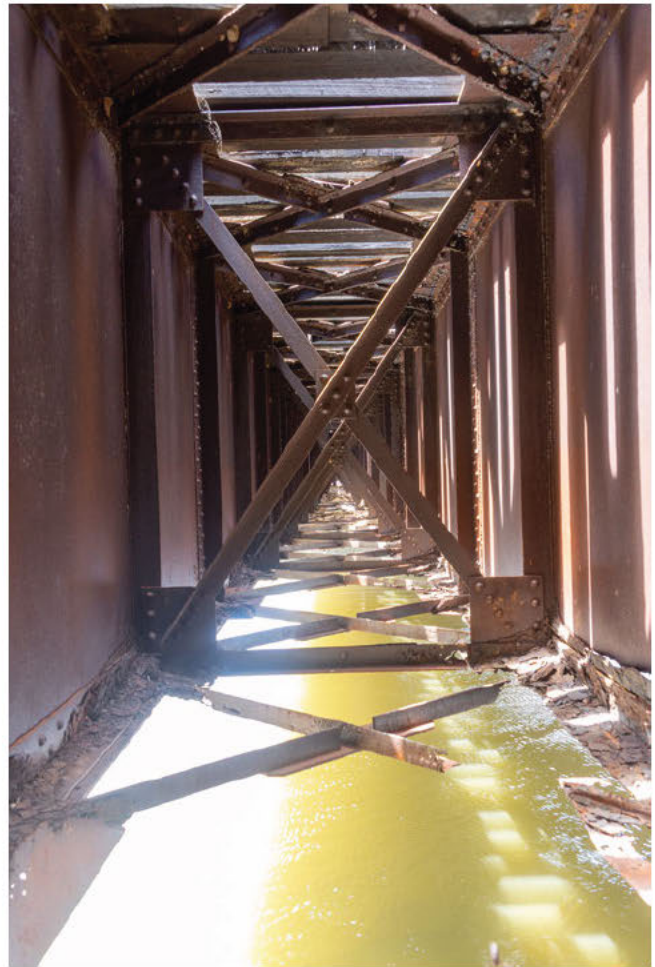
### ***Managing Stormwater and Providing Resilient Solutions to Address Climate Risk***

The current corridor's stormwater management results in overflow events at several locations. The drainage requirements of a multimodal greenway are different from those of a standard rail corridor and as such improvements will be needed throughout. In Resilient NJ, the greenways play a prominent role for their potential to double as climate resilience infrastructure, for instance to help convey stormwater, address urban heat island effects, or have biofiltration elements. It is important to explore ways to increase the adaptive capacity of the projects such that those elements might be added later, and the Greenway can take its role in the new climate infrastructure networks.

Our team is dedicated to providing resilient solutions that address climate risk. Our team of designers, consultants, and experts use imagination, technology, and rigor to find resilient solutions that meet the needs of the present without compromising the ability of future generations to meet their own needs. During our work on the Essex-Hudson Greenway Visioning Study, we saw firsthand the direct impact of rising sea levels during our visit to historic bridges that once spanned above the Meadowlands are now partially submerged during flood events. During our work on the visioning project, our team evaluated several locations that would be viable for stormwater storage to reduce the occurrence of overflow events in the communities previously served by the Old Boonton Line.

### ***Engaging a Diverse Range of Stakeholders***

The nine-mile-long Greenway corridor crosses through several cities, requiring engagement with a diverse range of communities, local agencies, cities, counties, NJTA at the NJ Turnpike and Garden State Parkway, NJDOT, and interfacing projects, such as the Portal Bridge in Meadowlands. These efforts can build upon prior community engagement and outreach. The New Jersey Bike & Walk Coalition (NJBWC) carried out a community engagement and advocacy campaign with the goal of converting the unused Old Boonton rail line between Montclair and Jersey City into a multi-use shared path and greenway for the past 10 years. In 2017 NJBWC, the Open Space Institute (OSI) and the 911 National Memorial Trail Alliance (911 NMTA) formed a partnership to move the



**Essex-Hudson Greenway Framework Plan, Swing Bridge structural steel deterioration site photo**

What was once a robust and functioning piece of infrastructure for the Old Boonton Line now sits underwater during flood events due to rising sea levels.

© Arup

Greenway forward which led to the current alignment. Since Jan 2020, NJBWC led a campaign to bring awareness about the project to the surrounding region and to build an advocacy movement that would result in the acquisition of the rail line by the State of New Jersey. Many of the recent campaign efforts employed the graphics and visioning created by the MNLA and Arup team.

The future engagement for the Greenway will seek to create a community-based visioning process to empower residents and stakeholders to participate in influencing the future of the Greenway. Our team has the experience to work with the Department to create a methodology that would maximize participation

# NJBWC Community Engagement

## Essex Hudson Greenway

**13**

**Resolutions of support**

**51**

**Presentations**

**137**

**Supporting organizations**

**7,844**

**Digital letters of support**

**110,000**

**People reached on social media**

**94 Facebook posts**

**92 Twitter posts**

**70 Instagram posts**

**25**

**Email Blasts**

**18,000**

**People on email list**

### NJBWC Community Engagement and Advocacy Summary

© NJBWC

in the process by residents and other community members. Given that the alignment traverses a wide spectrum of communities, we would look to reestablish connections with already engaged parties but also look to broaden our coalition of support. Some of the more specific approaches that we will employ will address engaging residents with limited English with bilingual community advisors, creating

smaller group meetings or surveys for adjacent property owners that have security and maintenance concerns and finding ways to meet residents where they are by setting up information booths at local grocers and hubs along the Greenway. This approach will be carefully planned with the Department and build upon NJBWC relationships.



### Working with you to address the challenges

Our Greenway Master Plan team has a long history of crafting signature public, urban spaces and implementing high-quality infrastructure. We understand that the development of public space does not occur in silo, but rather in collaboration with our clients, city agencies, developers, public space stewards, and the local community.

Our team stands ready to work with the Department to develop the solutions to these challenges. From our work on the Essex-Hudson Greenway visioning project, only our team knows and understands the risks, the stakeholders, and required scope of the new Greenway project. Our team's extensive experience on large, complex and public facing projects uniquely positions us to best assist the Department in developing a Master Plan design to meet the project's objectives.



### Essex-Hudson Greenway Framework Plan, Montclair-Bloomfield Woodland

Rendering of bicycle path, bioswale, and seating area

© MNLA

## 2. Contract Management

## Section 2:

# Contract Management

### Our Capabilities to Deliver on Work Order Contracts

The scope of services for this Work Order contract is inherently multidisciplinary, requiring a broad range of specialist expertise working collaboratively (not in silos), providing input creatively, proactively, efficiently and in a timely manner.

The Arup team has the full breadth of capabilities and resources to address the technical needs of the contract, as included in the scopes of services. We anticipate that Work Orders may require different interdisciplinary skillsets, may be undertaken simultaneously, and may have significant budget and schedule pressures. Work Order contracts require a structured management approach that is quite different from other project contracts. Such contracts require a Management Team which oversee Arup's engagement with the Department, and as required, several Work Order Teams made up of the technical specialists that is required for each unique assignment. We've found this successful when managing similar On-Call Contracts with the Port Authority of New York and New Jersey (PANYNJ), New York City Department of Environmental Protection (NYCDEP), and New York City Economic Development Corporation (NYCEDC), and NJ TRANSIT.

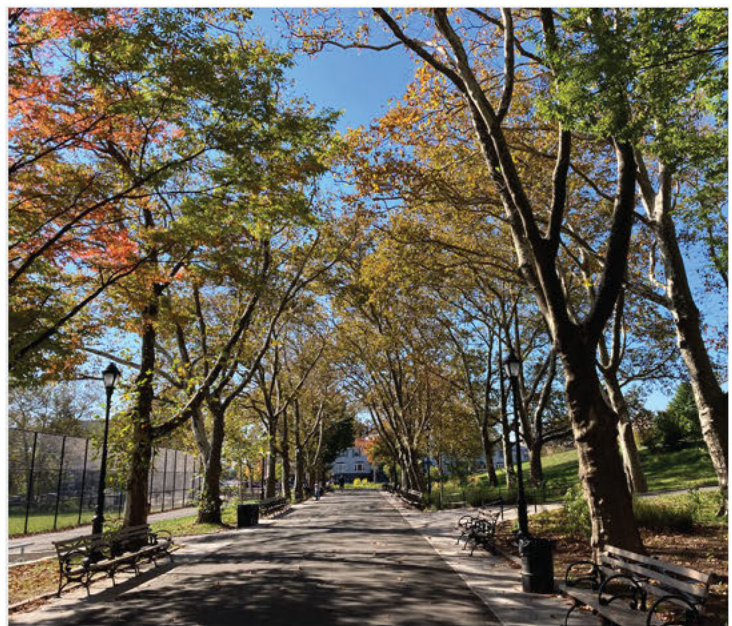
Under our six-year, \$17m upset limit Engineering Services Agreement (ESA) with NYCDOT, Arup, as the prime consultant and Program Manager, managed a team of 22 subconsultants and delivered 57 task orders involving street design and operations, transit improvements, freight movement, parking and curb management, public space design and management, urban design, development of state-of-the-art modeling and data tools for traffic and transportation analysis.

As a subconsultant on the NJ TRANSIT Trans-Hudson Network and Contingency Planning Strategy On-Call, Arup worked on two task orders, which aim to develop near-term strategies and improvements projects to support present and future Trans-Hudson travel demand between New Jersey and New York City.

Under Task Order 1, 34<sup>th</sup> Street Ferry Terminal Study, Arup worked with project partners determine the feasibility of a new NJ TRANSIT ferry service in the 34th Street vicinity of Manhattan. We oversaw the existing conditions report, evaluation criteria, and alternatives development for the overall study, then crafted the purpose and needs statement for the study.

Under Task Order 3, we provided On-Call support for the feasibility study and advanced conceptual design for Hudson River Tunnel work as part of the Gateway Program.





#### Anchor Parks Initiative, Freshkills South Park and St. Mary's Park

The NYC Department of Parks and Recreation (NYCDPR) is undertaking a \$150m initiative to transform a park in each of New York City's five boroughs to better serve the surrounding communities. For Freshkills Park South (scheme design, upper left) in Staten Island, Arup is providing the structural design for a pedestrian bridge, innovative boardwalk through harsh woodlands, and a culvert to support the park's entrance roadway over an existing creek. The site's sensitive wetlands, soft soils, and dense woodlands require careful engineering, with innovative ideas for the sites' structures by our designers that minimize foundation loads and limit the soil disturbance during construction.

Arup's role in Phase 1 of the St. Mary's Park project (master plan, scheme design, and completed park, upper right moving clockwise) project involved a feasibility study for the West Comfort Station Rehabilitation. The team also conducted a geotechnical investigation and design, devised erosion control plans, new drainage design, and site plans and structural details in support of mitigation of an abandoned tunnel access shaft on site. Phase 2 included stormwater management, permitting, and retaining wall design in support of re-aligning pathways.

© NYCDPR/Starr Whitehouse Landscape Architects and Planners/Arup



### **The Management Team roles**

The Project Director, Vincent Lee, PE, is the Arup Civil & Water Engineering discipline team leader for Arup's offices in the East, including New Jersey, New York, Boston, DC, and Chicago, and will oversee overall operation of the contract and provide hands-on support to the Contract Manager to meet the needs of the Department. In his role as Project Director, Vincent will provide guidance and direction to the Contract Manager and the Arup team. If at any moment the Department needs to raise an issue or share praise of an individual team member, Vincent is available to take the concerns and address them within the team. He will also meet regularly with the Department to talk through overall satisfaction with the project, looking back to reflect on what has been delivered, and looking forward to ensuring that the Arup team remains best organized to meet the needs of the Department.



The Work Order Contract Manager (Contract Manager), Robert Shaw, PE, is a Senior Engineer with Arup. Working directly with the Department, Rob will be the primary point-of-contact for the portfolio of Work Orders and will be the prime coordinator for the Arup team including our subconsultant partners. He will coordinate the preparation of the scopes, schedules, and budgets for the individual task order assignments. He will also identify the staff dedicated to each Work Order ensuring that teams are the right fit for the needs of the Department. After a Work Order gets underway, he will monitor the progress through in-house progress meetings; assign additional resources as needed; and, review, approve, and present all the reports, schedules, and plans to the Department. He will be the direct liaison to the State Contract Manager to coordinate the work under this contract with the Department and its State and Local partners.

In addition, Task Leads will oversee each services' specific elements of LSP and the Greenway projects and coordinate with the rest of the project team to help deliver successful Work Orders, under the direction of the Project Director, Vincent Lee and Contract Manager, Robert Shaw. Please see the Arup team organizational chart in Chapter 5 for the full list of task leads, and the following organization overview for the full team members.



Item	Scope of Works and Roles	Arup	WRT	One Architecture	Matrix New World	Biohabitats	Nishuane Group	HR&A
	NJDEP liaison	•						
	Work Order contract management, mini-RFP process, team coordination and management	•						
	<b>Liberty State Park</b>							
A	Planning and design of active and passive recreation amenities		•					
B	Planning and design of recreational development for LSP	•	•					
B	Planning and design of natural resource conservation	•				•		
C	Assessment of additional improvements to facilities, programs, and amenities		•	•				
C	Assessment of transportation and mobility options to ensure equitable access	•	•					
C	Assessment of natural resource restoration and preservation and climate resilience			•		•		
C	Assessment of diversity of LSP's surrounding communities						•	
C	Assessment of equitable recreational and cultural opportunities and local participation	•	•				•	
C	Assessment of Benefits							•
D	Development of the Masterplan (A to C)	•	•	•	•	•	•	•
E	Development of Detailed Design	•	•	•	•	•	•	•
F	Facilitation, community and stakeholder engagement	•	•	•	•	•	•	•

#### Arup team – organization overview, part 1 of 2

As summarized above, Arup have aligned our team members with the identified scoping items. The intention is to be a one-stop-shop for the Department, with Arup as the liaison to the bench of technical experts. Each has been chosen and assigned to deliver planning, design and assessments within their respective expertise. WRT have been selected to lead the landscape architecture for LSP. As team we will come together to develop the masterplan and detailed design phases. Nishuane Group will lead the ongoing engagement for LSP with support from our community engagement bench.

Item	Scope of Works and Roles	Arup	MNLA	One	Matrix New World	Biohabitats	NJ Bike and Walk Coalition	HR&A
	NJDEP liaison	•						
	Work Order contract management, mini-RFP process, team coordination and management	•						
<b>The Greenway</b>								
A/B	Assessment and development of safety and security elements	•						
A/B	Assessment and development of remedial activities				•	•		
A/B	Assessment and development of ecological and habitat restoration					•		
A/B	Assessment and development of stormwater management	•	•	•				
A/B	Assessment and development of equitable public access	•	•				•	
A/B	Assessment and development of recreational amenities	•	•					
A/B	Assessment and development of pedestrian and bike trail	•	•					
A/B	Assessment and development of interpretive amenities	•	•	•	•	•	•	•
A/B	Assessment and development of design features	•	•	•	•	•	•	•
A/B	Assessment and development of natural resource conservation					•		
A/B	Assessment and development of complementary or associated infrastructure	•			•			
A/B	Assessment and development of economic development opportunities							•
C	Development of the Masterplan (A to B)	•	•	•	•	•	•	•
D	Development of Detailed Design	•	•	•	•	•	•	•
E	Facilitation, community and stakeholder engagement	•	•	•	•	•	•	•

#### Arup team – organization overview, part 2 of 2

As summarized above, Arup have aligned our team members with the identified scoping items. The intention is to be a one-stop-shop for the Department, with Arup as the liaison to the bench of technical experts. Each has been chosen and assigned to deliver planning, design and assessments within their respective expertise. MNLA have been selected to lead the landscape architecture for the Greenway. As team we will come together to develop the masterplan and detailed design phases. NJ Bike and Walk Coalition will lead the ongoing engagement for the Greenway with support from our community engagement bench.



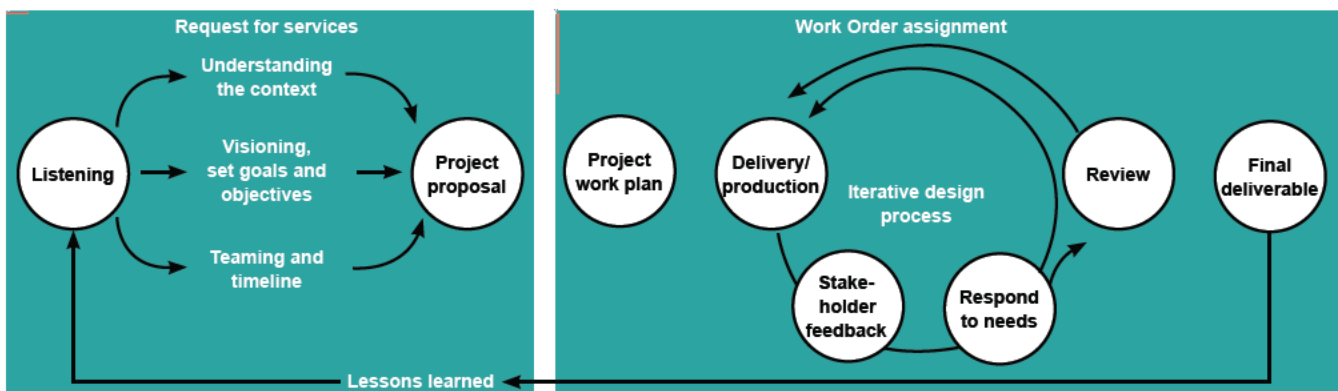
### Work Order Team roles

To deliver technical excellence for each Work Order, Vincent and Rob will coordinate with the Department to appoint a Project Manager from the Arup team bench of discipline leaders. This process will ensure a consistent approach and quality of deliverables, whilst harnessing the best technical expertise from the Arup team bench. In coordination with the Department, the Management Team will create the scope, schedule, and budget to deliver each Work Order. This process will build sufficient time for review and feedback of the Arup team's deliverables, including work of subconsultants, prior to submission to the Department.

The Project Manager will be supported by a Deputy Project Manager where required to address administrative requirements of the contract, such as the preparation of monthly progress reports, monitoring of scope/schedule/budget issues, quality control, invoicing, and payments. It is our experience that this structure allows the Project Manager to focus on the client needs and team operations while the Deputy Project Manager works in support of on the administration of the contract to ensure the Department are fully supported from a contract administration point of view. This approach has served our clients well on other complex, Work Order contracts such as PANYNJ, NJ TRANSIT, NYCEDC, NYCDDC, and NYCDEP.

The project manager will establish a weekly call with their counterpart at the Department to discuss Work Order progress, budget, deliverables, and any other issues critical to project delivery. We also propose a monthly progress memo describing project progress against key processes, schedule items and deliverables. The progress memo will also contain a financial snapshot to report on financial spend to date and projections for the Arup team effort, expenses and invoicing. This process will help ensure that deliverables are produced on time and on budget.

Work Order contracts often require a depth and breadth of resources to meet all the requirements of any task order, in addition to the specific staff resources called for in the RFQ. Our team is able to draw upon the combined strength of Arup's 500 professional and technical staff in our New Jersey and New York offices, WRT's 90 and MNLA's 30 landscape architects and designers, and ONE'S 25 members, along with Arup's broader network of professional and technical staff worldwide. The staff we have proposed will be available for assignment at the start of this contract, and that we have the capacity to handle multiple Work Order assignments.



### Delivering On-Calls

We have set up our team for success and are flexible, agile, and equipped to meet your needs.

### **Community Engagement Team roles**

Community engagement will be an essential part of the process. The Greenway and LSP share several key issues affecting engagement. They are adjacent to multiple municipalities and counties, and are economically, culturally, and geographically diverse. Additionally, there is range of stakeholder interests: municipalities and business looking to expand economic growth opportunities; agencies looking for models of economic, social and environmental sustainability and stewardship; community members looking to enhance their neighborhoods and expand recreation and active transportation networks.

We would like to provide the Department, an approach for community engagement, that can scale based on scope and scale of the specified Work Order. We have assembled a Community Engagement bench that consists of Arup, MNLA, WRT, Nishuane Group, NJ Bike & Walk Coalition, Trust for Public Land (TPL), Open Space Institute (OSI), and NJIT. Each member has intentional focus areas within engagement, such as leveraging familiarity with local communities to facilitate meetings and using tried and proven methods for data management and analysis to successfully action feedback in planning and design, and will work in close collaboration with the Department. For further information on our team members, please refer to Section 3: Organizational Experience.

For each Work Order, Rob and Vincent will assemble a team from the community engagement bench. It is our intention to have ongoing engagement lead throughout the Contract; Nishuane Group for LSP and NJ Bike and Walk for the Greenway. The assembled team will work with stakeholders to organize a series of virtual and in-person events that will facilitate collaboration with the public. The process may utilize an online platform to further increase public accessibility and transparency in the decision making process.

We understand that the Department is looking for a partner who raises the public's awareness of LSP and the Greenway and can weave together technical expertise with local knowledge. The team has the expertise to design and facilitate public engagement in service of this outcome.

### **Commitment to Equity, Diversity, and Inclusion**

Arup is committed to equity, diversity, and inclusion (EDI) in all aspects of our team make-up and operations. For an architecture and engineering firm, we perform above the industry average and continue striving to do more. Over the 2021/2022 fiscal year, over 40% of our firm are women and non-binary individuals which is about 10% higher than our industry counterparts. Over 33% of our firm identifies as racial/ethnic minority which is more than double our industry counterparts.

We bring an EDI-informed approach to our projects, ensuring that equity is centered as an essential part of project planning every step of the way. This is fundamental to our firm's values and manifests into equitable outcomes for our clients, partner firms, and communities we engage with through our projects. In recent past, Arup has been honored with three Diversity, Equity & Inclusion awards issued by AEC Advisors as part of their 2022 KPI Survey and included in their 2022 State of the Industry Report. The awards recognized Arup's Gender Index, Race Index, and the total combined index based on our firms' revenue size and demographic makeup. Arup was the only firm in its revenue size category to receive all three awards.

### **Cost and schedule control**

We understand the challenges and opportunities associated with projects of all sizes and know how to create plans and projects that achieve fiscal, social, and environmental sustainability. Our team's quality control procedures are designed so that the project meets the client's objectives: on time, to specification and within budget.

Further, our review process will be broken down into clear work areas, and further into individual tasks relating to the detailed schedule of deliverables, so that the tasks can be scheduled, and the necessary resources identified and assigned. Review and verification of schedule interfaces are a vital check to ensure the smooth progress of the work.

## Quality control

Arup has a rigorous Quality Management System (QMS) to help provide a structured approach to quality. This is a firm-wide approach and is built-in to the way we work. Arup's open and collaborative environment enables us to reach across our colleagues within the firm or our subconsultant partners to get their perspective. There are no boundaries between internal teams or office locations – so the Trust can be assured they are getting the best staff for the job, and having materials reviewed by the best people available. Additional details of our structured QMS are presented below.

## The Global Standard

Arup has developed and implemented a comprehensive quality management system conforming to the requirements of ISO 9001:2015; ISO 14001: 2015; ISO 45001: 2018 – the globally recognized International Standards Organization award for quality management.

Bureau Veritas Certification

**Arup Americas Inc.**

DbA Arup US, Inc., Arup USA, Inc., Arup North America Ltd., Arup Canada Inc., Arup Texas Inc., Arup Advisory, Inc., Ove Arup & Partners, P.C., Arup Latin America S.A., Arup Colombia S.A.S.

This is a multi-site certificate, additional site(s) are listed on the next page(s)

**Bureau Veritas Certification Holding SAS – UK Branch certifies that the Management System of the above organization has been audited and found to be in accordance with the requirements of the management system standards detailed below**

---

**Integrated Management System**  
**ISO 9001 2015**  
**ISO 14001 2015**  
**ISO 45001 2018**

Scope of certification

---

**PROVISION OF ENGINEERING, CONSULTING, PLANNING, DESIGN AND MANAGEMENT SERVICES TO PROJECTS IN THE NATURAL AND BUILT ENVIRONMENT**

Certification / Recertification cycle start date  
ISO 9001 2015, ISO 14001 2015 & ISO 45001 2018

October 28, 2020

Subject to the continued satisfactory operation of the organization's ISO 9001 2015, ISO 14001 2015 & ISO 45001 2018 Management System, this certificate expires on

October 26, 2023

Original certification date 26 October 2005 (QMS); 24 June 2010 (EMS)  
18 February 2020 (SMS)

ISO 9001:2015 Certificate No. US014887

Version 1

Issue date October 28, 2020

ISO 14001:2015 Certificate No. US014888

Version 1

Issue date October 28, 2020

ISO 45001:2018 Certificate No. US014889

Version 1

Issue date October 28, 2020

  
Signed on behalf BVCH SAS – UK Branch

  
UKAS MANAGEMENT SYSTEMS 0008

Further clarifications regarding the scope of this certificate and the applicability of the management system requirements may be obtained by consulting the organization. To check this certificate validity please call: (800) 937-9311

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## ISO Certificates

Arup Americas Inc., Arup US, Inc.'s parent company, has ISO certificates that apply to our New Jersey and New York offices

Bureau Veritas Certification

**Arup Americas Inc.**

APPENDIX TO CERTIFICATE NO.: US014887-1, US014888-1 & US014889-1

**Integrated Management System**  
**ISO 9001 2015**  
**ISO 14001 2015**  
**ISO 45001 2018**  
**Certified Locations**

Site	Address	Scope
LOS ANGELES	900 WILSHIRE BOULEVARD 19TH FLOOR LOS ANGELES, CA, 90017 USA	PROVISION OF ENGINEERING, CONSULTING, PLANNING, DESIGN AND MANAGEMENT SERVICES TO PROJECTS IN THE NATURAL AND BUILT ENVIRONMENT
NEW YORK	77 WATER STREET NEW YORK, NY, 10005 USA	PROVISION OF ENGINEERING, CONSULTING, PLANNING, DESIGN AND MANAGEMENT SERVICES TO PROJECTS IN THE NATURAL AND BUILT ENVIRONMENT
WASHINGTON DC	1120 CONNECTICUT AVENUE NW SUITE 1110 WASHINGTON, DC, 20036 USA	PROVISION OF ENGINEERING, CONSULTING, PLANNING, DESIGN AND MANAGEMENT SERVICES TO PROJECTS IN THE NATURAL AND BUILT ENVIRONMENT
BOSTON	50 STATE STREET BOSTON, MA, 02109 USA	PROVISION OF ENGINEERING, CONSULTING, PLANNING, DESIGN AND MANAGEMENT SERVICES TO PROJECTS IN THE NATURAL AND BUILT ENVIRONMENT
CHICAGO	35 EAST UPPER WACKER DRIVE SUITE 1800 CHICAGO, IL, 60601 USA	PROVISION OF ENGINEERING, CONSULTING, PLANNING, DESIGN AND MANAGEMENT SERVICES TO PROJECTS IN THE NATURAL AND BUILT ENVIRONMENT

  
Signed on behalf BVCH SAS – UK Branch

  
UKAS MANAGEMENT SYSTEMS 0008

Certification body address: 8P Floor, 88 Prescott Street, London E1 8HG, United Kingdom  
Local office: 16800 Greenpoint Park Drive, Suite 3005, Houston, TX 77060

Further clarifications regarding the scope of this certificate and the applicability of the management system requirements may be obtained by consulting the organization. To check this certificate validity please call: (800) 937-9311

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Bureau Veritas Certification

**Arup Americas Inc.**

APPENDIX TO CERTIFICATE NO.: US014887-1, US014888-1 & US014889-1

**Integrated Management System**  
**ISO 9001 2015**  
**ISO 14001 2015**  
**ISO 45001 2018**  
**Certified Locations**

Site	Address	Scope
EDISON	499 THORNALL STREET 9 <sup>th</sup> FLOOR EDISON, NJ, 08837 USA	PROVISION OF ENGINEERING, CONSULTING, PLANNING, DESIGN AND MANAGEMENT SERVICES TO PROJECTS IN THE NATURAL AND BUILT ENVIRONMENT
DALLAS	750 N. ST. PAUL STREET SUITE 1950 DALLAS, TX, 75201 USA	PROVISION OF ENGINEERING, CONSULTING, PLANNING, DESIGN AND MANAGEMENT SERVICES TO PROJECTS IN THE NATURAL AND BUILT ENVIRONMENT
OAKLAND	1330 BROADWAY SUITE 13 OAKLAND, CA, 94612 USA	PROVISION OF ENGINEERING, CONSULTING, PLANNING, DESIGN AND MANAGEMENT SERVICES TO PROJECTS IN THE NATURAL AND BUILT ENVIRONMENT
BOGOTA	CALLE 104 # 18A-52 TOWER 2 7 <sup>th</sup> FLOOR BOGOTA, COLOMBIA	PROVISION OF ENGINEERING, CONSULTING, PLANNING, DESIGN AND MANAGEMENT SERVICES TO PROJECTS IN THE NATURAL AND BUILT ENVIRONMENT

  
Signed on behalf BVCH SAS – UK Branch

  
UKAS MANAGEMENT SYSTEMS 0008

Certification body address: 8P Floor, 88 Prescott Street, London E1 8HG, United Kingdom  
Local office: 16800 Greenpoint Park Drive, Suite 3005, Houston, TX 77060

Further clarifications regarding the scope of this certificate and the applicability of the management system requirements may be obtained by consulting the organization. To check this certificate validity please call: (800) 937-9311

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### ***Process-Based System***

Our processes are designed to promote free thinking and innovation whenever and wherever practical and possible. Our key operating processes are frequently reviewed internally with a view to continual improvement in the way we work. Our management system tracks the business cycle through its core processes. See below for examples.

- **Proposals.** Our proposal management and review processes ensure a clear understanding of client, project requirements and our capability to deliver, as well as project planning.
- **Planning and Management of Our Projects.** Development of detailed Project Plans to define, document and record the planning and control decisions - from agreement of scope and objectives, schedules and verification, review and validation controls, client interface communications and reporting, controls for management and handling of documentation and data, change management, through to control of records and archiving.
- **Health and Safety Management and Site Activities.** These procedures define the responsibilities and requirements for the identification, assessment and mitigation of risks and hazards, site safety, personal protective equipment (PPE), and emergency procedures.
- **Environmental and Sustainability Management.** Reviews are undertaken to identify any environmental and/or sustainability aspects and applicable legislative or other requirements related to our scope of work. Objectives, targets, performance measures and appropriate actions are agreed.
- **Control of Subconsultants.** Measures to control the selection and engagement of subconsultants, and to manage their progress and conformance with specified requirements.
- **Reviews and checking.** Processes to define the detailed requirements for the four primary types of reviews including technical and design reviews, as well as checking and release controls.

### **Continual Improvement**

Processes to ensure that if problems occur in-house, action is taken to restore conformance with specified requirements and that further action is taken to prevent recurrence. Systematic and regular internal audits of project activities are undertaken to ensure conformance with our procedures and Project Plan requirements, and to provide further input for continual improvement.

### **Risk Management**

Our approach to developing and maintaining the project risk register will be to identify and assess the risks involved for options and hypotheticals under consideration and then set procedures for the management of risks associated with the chosen option throughout the life cycle of the facility. The risk management process will be designed to ensure that as far as is reasonable:

1. All significant risks and hazards are identified;
2. Judgments are made as to risk importance;
3. Risk exposure is understood and reduced to acceptable levels;
4. Cost effective risk control measures are implemented;
5. Appropriate contingencies are set; and
6. Control measures are reviewed and managed to close out.

We will concentrate our initial efforts to complete risk identification, and to work through the current potential risks in a supportive, co-operative environment. Suggested risk areas relevant to this project include the permitting and approval process; risks associated with planning, design and delivery; construction and buildability; financial, commercial and cost; PR and communications; community and social; environmental and sustainability; contractual and legal; and political and economic.



We will leverage our risk management experience working with NJ TRANSIT, PANYNJ, NYCDPR, NYCEDC, NYCDEP, MTA, and other agencies to identify and control project risk for the benefit of the Department and any projects that are released under this contract. Early involvement of key stakeholders and the community will generate a sense of collaboration, and an ability to contribute more proactively and to have concerns voiced and heard.

Arup can work effectively under large contracts, like our prime NYCDOT ESA, with a \$17m upset limit, as well as On-Calls, like the \$625,000 NJ TRANSIT Trans-Hudson Network and Contingency Planning Strategy and \$4m NJ TRANSIT Rail Operation and Infrastructure Planning, both of which involved us as a subconsultant.

**Arup's recent task order/On-Call experience (as prime unless otherwise noted)**

- NJ TRANSIT Rail Operations & Infrastructure Planning On-Call (as subconsultant, leading major task orders)
- NJ TRANSIT Trans-Hudson Network and Contingency Planning Strategy (as subconsultant)
- PANYNJ Traffic Engineering Planning Services Call-in
- PANYNJ Aviation Consulting Call-in
- PANYNJ Design-Build Engineering and Management Call-in
- PANYNJ Design-Build Subject Matter Expert Call-in
- PANYNJ Professional Lighting Design Services Call-in
- PANYNJ Resilience and Sustainable Design Buildings Call-in
- American Water Engineering (with work for New Jersey American Water)
- New York State Office of Preservation, Recreation and Historic Preservation (NYS OPRHP) Term Contract - Long Island State Park Region (as subconsultant)
- NYCDPR Anchor Park Initiatives On-Call (as subconsultant)
- Trust for Governors Island On-Call Design Services (beginning December 2022)
- MTA Agencies General Engineering Contract
- MTA Construction & Design (C&D) CM 1664 Indefinite Quantity Architecture Engineering Design Services (Federally Funded)
- MTA C&D CM 1679 Indefinite Quantity Architecture Engineering Design Services (Stated Funded)
- MTA Transportation Planning and Conceptual Design Retainer Agreement
- NYC Department of Design and Construction (NYCDDC) Owner's Representative Services for Design-Build Projects for Division of Public Buildings
- NYC Housing Authority (NYCHA) Engineering and Consulting Services

### 3. Organizational Experience

## Section 3: Organizational Experience

### The Arup team

The LSP and Greenway Work Order contract represents an exciting opportunity for the Department to continue its legacy, moving transformative initiatives forward that support the development of arts and culture, open space, education, and research. Arup carefully curated a diverse set of multidisciplinary team members to partner with us in delivering this Work Order contract.

Our subconsultant partners, with whom we have enjoyed working with previously, provide value added experience, bring depth to our team, and cement our ability to meaningfully represent New Jersey voices in the project process. The designers who are exclusive to our team include Mathews Nielsen Landscape Architects (MNLA), Wallace Roberts & Todd (WRT Design), Matrix New World, and One Architecture and Urbanism (ONE),



### Past experience with exclusive design collaborators

(From upper left moving clockwise) Newark360 Master Plan with WRT and ONE; NYCDEP Bureau of Environmental Planning Analysis, Impervious Area GIS Study with Matrix, and Essex-Hudson Greenway Framework Plan with MNLA for OSI

© WRT (Newark 260 Master Plan), Arup (NYCDEP BEPA Impervious Area GIS Study), MNLA (Essex-Hudson Greenway Framework Plan)

Exclusive designers' experience

As summarized below, the Arup team's exclusive collaborators with key roles in landscape architecture (WRT and MNLA), environmental (Matrix New World), and sustainability (One Architecture and Urbanism) have addressed challenges similar to those for LSP and Greenway on other projects.

	WRT: Cleveland Harbor Eastern Embayment Resilience Study (CHEERS)	WRT: Georgetown Waterfront Park	WRT: San Francisco Bay Trail Risk Assessment and Adaptation Plan	WRT: Bothin Marsh Adaptation Project	WRT: FDR Park Plan	MNLA: Theodore Roosevelt Sanctuary and Audubon Center (TRSAC) Master Plan and Implementation	MNLA: Hudson River Park Master Plan and Design of Segment 3 in Tribeca	MNLA: South Bronx Greenway Master Plan and Implementation	Matrix: Ironbound Recreation Football Fields	Matrix: Bridge Park Expansion	Matrix: MTA MNR Feasibility Study, Spuyten Duyvil to Ludlow Trail	ONE: Resilient Northeastern New Jersey	ONE: Moakley Park Vision Plan	ONE: Rebuild by Design: The Big U, and follow up projects
Project Relevance														
Proven implementation experience and maximized impact		●				●	●	●	●	●				●
Inclusive public and stakeholder engagement process	●	●	●	●	●	●	●	●		●	●	●	●	●
Resilient, safe-guarded future	●	●	●	●	●	●	●	●		●	●	●	●	●
Scale of the opportunity – once-in-a-generation opportunity	●	●	●		●	●	●	●			●		●	●
Environmental stewardship – advancement of education and understanding	●	●	●	●	●	●	●	●	●			●	●	●
Environmental justice – meaningfully connection and response to the local neighborhood	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Active travel connector – mobility hub							●	●			●			
Resiliency and climate adaption – centering the park in the broader ecological network	●	●	●	●	●	●	●	●		●	●		●	●
Relevance to LSP														
Creating a park for all	●	●	●	●	●				●	●	●		●	●
Mitigating impacts from and preparing for climate change	●	●	●	●	●					●	●	●	●	●
Addressing contamination issues to successfully revitalize the interior		●			●				●					●
Enhancing connectivity and accessibility	●	●	●	●	●						●	●	●	●
Relevance to the Greenway														
Scale of the opportunity – a dormant opportunity with transformational potential	●	●			●		●	●	●		●			●
Greenway typologies – uniting a diverse range of uses, users, and needs						●	●	●		●	●			
Promoting responsible development and conservation	●	●	●	●	●	●	●	●	●	●	●	●		
New, safe, and equitable opportunities for outdoor recreation	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Active transportation corridor – multimodal walking, biking, and transit	●			●			●	●		●	●			
Meeting the needs of existing and future generations	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Repurposing historic rail infrastructure for pedestrian use											●	●		
Bridging the Hackensack River												●		
Fostering safe and inclusive access	●	●	●	●	●	●	●	●			●	●	●	●
Responding to distinctive environmental and ecological settings	●	●	●	●	●	●	●		●	●	●	●	●	●
Managing stormwater and providing resilient solutions to address climate resilience	●	●	●	●	●	●		●	●			●	●	●
Engaging a diverse range of stakeholders	●	●	●	●	●			●			●	●	●	●
Meeting external timelines and coordinating with key agency stakeholders	●	●	●	●	●	●	●	●	●	●	●	●	●	●



### Wallace Roberts & Todd (WRT)



David Wallace, founder of Wallace Roberts & Todd (WRT), has been ingrained in New Jersey and since the founding of the practice in 1963. Working most notable on the Hudson River Park Plan promoting a 30ft corridor for the public to access the waterfront. In 1987, David Wallace led the schematic design, which has adapted subsequent revisions.

Working closely with the Department as the park design evolved between the mid-80s to 1999, WRT designed the walkways that surround the park perimeters. Arup and WRT have notably collaborated on the recent Newark360 Masterplan (2021), Cleveland Harbor Eastern Embayment Resilience Strategy (ongoing), and the Bay Trail Equity Study (2020) in San Francisco.

### Mathews Nielsen Landscape Architects (MNLA, WBE)



For over a quarter century, Mathews Nielsen Landscape Architects (MNLA) has worked to reinvigorate, heal, and mediate places that strengthen and empower communities. MNLA, working with Arup, built a foundation for the Essex-Hudson Greenway in the Framework Plan (2021) by establishing a design framework and goals that aimed to highlight the special moments and unique qualities of the existing conditions. This design foundation was underpinned with the careful technical investigations that cataloged and evaluated the existing bridges and reviewed and studied the stormwater management needs and environmental impacts.

In addition to Essex-Hudson Greenway, they have delivered signature public spaces, most notably Little Island (2021) within the Hudson River Park and crafting the Lincoln Center Public Space (2010), both of which involved collaboration with Arup.

### Nishuane Group (M/W/DBE)



The Nishuane Group is a M/W/DBE certified urban planning consultancy with headquarters in Montclair, New Jersey. Founded in 2007, the firm is composed of a diverse team of planning professionals. Its client roster covers all elements of the community equation, including large and small municipalities in urban and suburban communities, developers, community-based organizations, and planning agencies. Their planning process is designed to connect people to jobs, develop improved and quality housing for all segments of the population, enhance communities and stimulate neighborhood revitalization. The result is an implementable, equitable planning strategy as demonstrated on the Together North Jersey Initiative community engagement strategy for the communities of Montclair Township, Bloomfield Township, and Glen Ridge Boroughs.

### Matrix New World (WBE)



Matrix is a WBE-certified firm and licensed LSRP. They provide site remediation services and fully understand the new and revised legislation and regulations resulting from the SRRA, as well as continually changing Department guidance for implementing the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), N.J.A.C 7:26C. Since the effective date of the SRRA, Matrix's experienced staff of LSRPs and site remediation professionals have been assisting their clients with making informed decisions regarding opting into the LSRP program, meeting reporting time frames, completing remedial action permit applications, and conducting investigations and remediation activities under the LSRP program.

Matrix understands the Department's remediation time frames for the completion of key phases of site remediation such as the former Engelhard Corporation Facility in Newark. They are an essential partner on Arup's NYCDEP Green Infrastructure On-Call, delivering the Bowery Bay project together.

## New Jersey Bike & Walk Coalition (NJBWC)



NJBWC, the only state-wide advocacy organization for bicyclists and pedestrians, works for a more livable, equitable and sustainable New Jersey where streets may be safely used and enjoyed by all. They are dedicated to protecting the rights and safety of New Jersey bicyclists and walkers, promoting access to safe streets, trails, and greenways for all users, and connecting communities with smarter active transportation systems.

NJBWC has led advocacy in support of the Essex-Hudson Greenway Project for over a decade. As a major community outreach and engagement partner across the eight municipalities. The organization built a broad coalition, conducted over 50 public presentations focusing on the myriad benefits to the region and garnered support from elected officials to community base organizations to thousands of residents. The response across the region was clear with; 137 organizations signing on in support, 8,000 support letters from residents and 13 support resolutions from municipalities and both counties.

## Biohabitats



Biohabitats applies the science of ecology to restoring ecosystems, conserving habitat, and regenerating the natural systems that sustain ecology. Biohabitats' ecological restoration approach is through engagement, assessment, planning, engineering and design, construction, and monitoring.

Conservation alone is not enough to sustain the diversity of life on Earth. In any landscape, at any scale, assisting the recovery of an ecosystem that has been degraded, damaged, or destroyed helps restore the future. A pioneer of ecological restoration, Biohabitats applies sound science, community input, adaptive management, and a whole lot of passion to restore damaged ecosystems.

## One Architecture & Urbanism (ONE)



ONE Architecture & Urbanism (ONE) is a design firm that specializes in resilience and climate adaptation. Its founder, Matthijs Bouw, in his capacity as the Rockefeller Urban Resilience Fellow at the University of Pennsylvania, has collaborated extensively with Arup.

Since co-leading the Big U Vision for the coastal resilience of Lower Manhattan, the firm has been the designer of most of the follow-up projects, including the East Side Coastal Resilience project and the second phase of the FiDi-Seaport Climate Masterplan with MNLA as its landscape architects. In New Jersey, ONE is involved with the Resilient Northeast NJ project, and has supported WRT and Arup with the climate and sustainability aspects of Newark360 Masterplan.

## HR&A Advisors



HR&A has more than three decades of experience contributing to the planning and development of urban open space amenities. Our parks practice views parks both as public amenities and as catalysts of economic development. Our approach enables communities to use open space to create value through strategic connections with adjacent real estate and civic assets; to quantify that value through robust, data-driven economic models; and, where appropriate, to channel that value towards open space revitalization and maintenance.

Most notably, HR&A demonstrated the economic rationale for transforming the High Line into a vibrant public park. Arup and HR&A have a strong relationship working on East River Waterfront Esplanade and Freshkills Park Masterplan in New York.

## Green Shield Ecology



Green Shield Ecology's expertise is restoring and enhancing the ecological services, habitat integrity, biodiversity, and sustainability of urban and suburban lands. The firm does 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. Their ecologists and certified arborist participating are recognized experts in plant and animal ecology. Green Shield Ecology's 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.

Green Shield Ecology 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. Mary's in New York, which Arup worked on as part of the Anchor Parks Initiative; Morristown National Historical Park, and a master plan for the Duke Farms property in New Jersey.

## Toscano Clements Taylor (TCT, W/DBE)



Toscano Clements Taylor Cost Estimators (TCT) is an independent cost estimating and cost management firm with numerous minority and small business certifications. Founded in 2007, their firm is led by four principals: Kimberlee Toscano, Roger Clements, Adel Hanna, and Jeannine Nelson.

With a staff of 40, including quantity surveyors and trade specialists, they can 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 US Green Building Council Members on staff.

## Page Ayres Cowley Architects (PACA, WBE, DBE pending)

### PACA

PAGE AYRES COWLEY ARCHITECTURE, LLC

Page Ayres Cowley Architecture (PACA) (WBE, DBE pending), is a full-service architectural firm providing historical preservation expertise. PACA specializes in the design, adaptive re-use, and restoration of historic buildings, and is structured around a multi-disciplinary approach. PACA has extensive experience with the interpretation of regulatory requirements and their impact on historic structures, working in collaboration with many of public and private agencies involved in administering those regulations.

PACA has successfully provided this type of service on various contract, including the ongoing 149<sup>th</sup> Street Grand Concourse and Borough Hall ADA upgrade and stations rehabilitation and the 8 Stations ADA upgrade program. They successfully secured the SHPO approval for all three projects. The firm was also a subconsultant to Arup for the completion of a decade-long project to incorporate the 1889 Corbin Building and adapt the structure as part of the new Fulton Center. For this component of the project, their firm served as the architect of record as well as the SHPO coordinator and historic preservation architect.

## The Trust for Public Land (TPL)



The Trust for Public Land works with local governments and school districts to restore and create parks, playgrounds, and trails. With unparalleled expertise in community organizing, participatory design, project coordination, and construction management, they can perform a variety of tasks, including coordinate community participation, lead a participatory design process, restore sites to a usable condition, manage construction, and ensure permanent stewardship.

The Trust for Public Land's advantage in developing parks includes a track record of building hundreds of playgrounds and community parks in cities of all sizes, as well as environmentally sensitive park design, incorporating natural elements and native plants, repurposed and recycled materials, and stormwater drainage.

## Open Space Institute



For nearly 50 years, OSI has protected land throughout the Eastern US, producing results that support clean air and water; provide new and more welcoming places for diverse people to experience the wonders of nature in parks and open space; secure critical wildlife habitat; and combat climate change while curbing its devastating effects. The non-profit has successfully protected more than 2.3 million acres of land by doing everything it takes to secure open space: providing on the ground expertise, an ability to fund and guide complex land acquisitions, and housing a deep understanding of policy opportunities and solutions. All their work is directed by a consistent conservation strategy that emphasizes permanent protection on a landscape-level scale.

Marking a major milestone in a decades-long effort, OSI achieved the acquisition of nine miles of former rail property in northern New Jersey to create a multi-use greenway spanning Essex and Hudson Counties – the single largest conservation investment in the state’s history. As advisors to the Arup team, OSI will leverage deep knowledge of the old Boonton line right-of-way and the communities it traverses, along with their expertise in sensitive park improvements that both elevate the visitor experience and respond to local needs.

## New Jersey Institute of Technology



The New Jersey Institute of Technology (NJIT) is one of the nation's leading polytechnic universities. Located in Newark, NJ, NJIT offers 120 programs in six specialized schools and is home to more than 11,400 students from over 100 countries. The Center for Community Systems is a university research center located in NJIT’s Hillier College of Architecture and Design.

The mission of the Center for Community Systems is to be a resource and conduit for creating thriving, sustainable, and resilient communities. It is a strategic platform that connects innovative planners, engineers, environmental scientists, social scientists, architects, and economists with government, industry, and community organizations to solve complex problems. The Center for Community Systems designs, develops, and deploys technical assistance, tools, resources, and educational and engagement programs to communities to improve environmental conditions, spur economic development, and advance social equity (the triple bottom line).



## Arup organizational experience

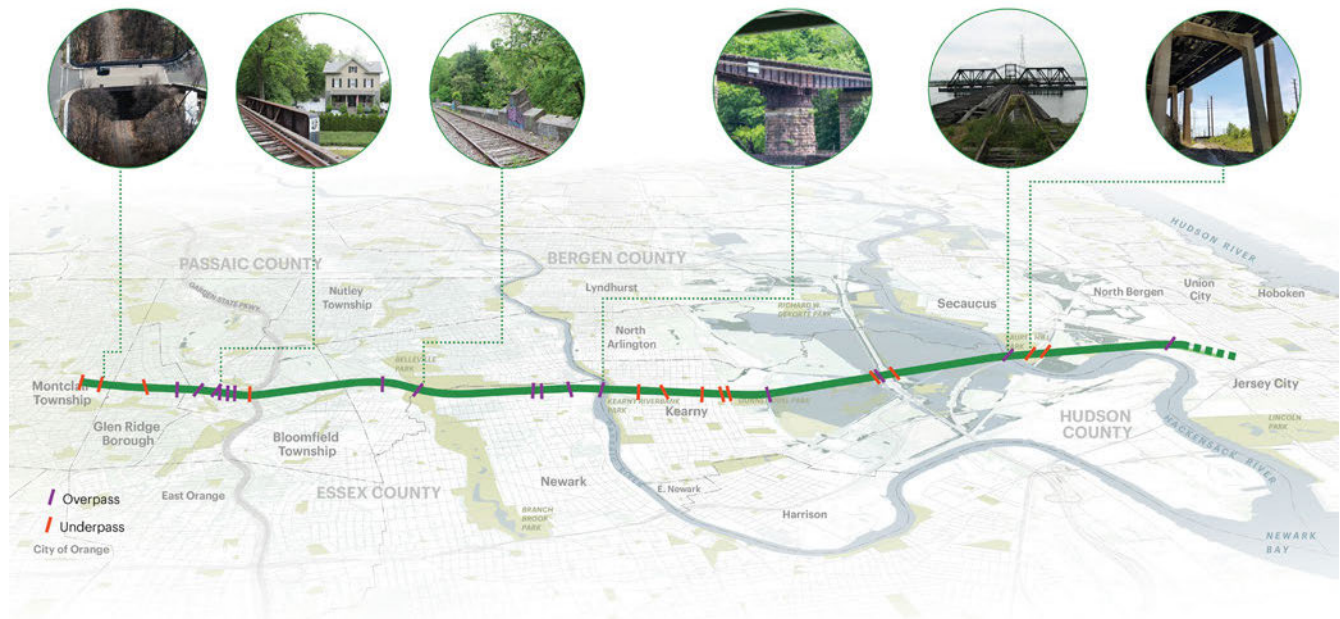
# ARUP

Dedicated to sustainable development, Arup is a collective of 17,000 designers, advisors, and experts working across 140 countries. Founded to strive for humanity and excellence in everything that we do, we collaborate with our clients and partners, using imagination, technology, and rigor to shape a better world.

Arup's New Jersey office has been in place since 2007, combining local knowledge with a global perspective. With over 40 current employees, the office's senior leadership averages over two decades with Arup. With the support of our local, national, and international network, we bring knowledge and experience of global best practices to our work in New Jersey, including projects with NJ TRANSIT, Newark-Liberty International Airport, and Princeton.

Arup has a reputation for designing places and landscape developments, which are sympathetic to people and nature, so that buildings and infrastructure become valued, enduring assets. While our designs help create, inspiring places, they are also strategies to produce healthier, more livable cities, greater biodiversity, resilience to climate change, and better resource management to promote well-being for all. We help steer sustainable outcomes on projects of any scale and contribute to masterplans for renewal schemes worldwide.

Our pragmatic ideas are economic and achievable, in addition to being better for people and the environment. We work closely with other specialists to produce more rounded solutions and become part of integrated design teams from the start of complex projects. By contributing early, we add the greatest value – whether by informing better designs, helping secure planning consents, or finding program savings in cost, time, and resources.



**Essex-Hudson Greenway Framework Plan, Overpasses and Underpasses**



**Profession**

Civil/water engineering

**Labor Category**

Associate Principal

**Joined Arup**

2006

**Years of Experience**

24

**Qualifications**

MS, Civil Engineering, NJIT,  
2002

BS, Civil Engineering,  
Pennsylvania State University,  
1998

PE, States of New Jersey

LEED Accredited Professional

ISI ENV SP

**Vincent Lee, PE, LEED AP, ENV SP**

**Project Director**

Vincent has collaborated closely with his clients to find creative and context-sensitive solutions while still achieving high performance objectives of the project.

Vincent Lee is an Associate Principal in Arup with a wide range of experience in sustainable site development, green infrastructure, and water management. While serving as project director and manager, and lead design engineer on several high-profile multidisciplinary projects worldwide, he offers his clients a comprehensive understanding of delivering sustainable and resilient infrastructure while overcoming a diversity of complex and context-sensitive challenges.

From project inception to construction, his experience spans the globe enabling him to apply international best practice to all projects. He has a comprehensive understanding of sustainable infrastructure systems for water, energy, transport, and waste. Vincent's expertise has evolved from the merging of his skills in civil engineering, water resources and sustainability, where he has provided a total water management solution to projects at all levels of planning and design.

Vincent's relevant experience includes the Essex-Hudson Greenway Visioning Study and Little Island with MNLA, Newark360 with WRT Design and One Architecture, Mulberry Commons in Newark, and the NYC Economic Development Corporation's Hunter's Point South, Phases 1 and 2.



**Profession**

Civil engineering

**Labor Category**

Senior Engineer II

**Joined Arup**

2007

**Years of Experience**

15

**Qualifications**

BS, Civil Engineering,  
Columbia University, New  
York, 2005

MS, Civil Engineering,  
Columbia University, New  
York, 2012

PE, States of New Jersey and

New York

**Robert Shaw, PE**

**Work Order Contract Manager**

Robert has been involved in many aspects of engineering, including office-based design, RFI management and site investigation.

Robert Shaw is a Civil Engineer in Arup with 15 years of experience, he has worked on a variety of civil engineering and infrastructure projects, from masterplanning to construction documents and administration. His specialties include site, utility, and drainage design.

Robert has prepared designs for brownfield redevelopments, the layout of a landfill gas containment system, and the realignment of a NJ TRANSIT rail spur. He performed site analysis, including property, utility, and waterway studies, and supervised field crews during stormwater system CCTV inspection.

Robert is proficient in several engineering software applications including AutoCAD, Land Development Desktop, Storm CAD, Hydro flow, FAARFIELD, MicroStation, Inroads, Adobe Illustrator, Hydra flow Hydrographs, Hydra flow, Storm Net and Vehicle Tracking.

As a Professional Engineer in the State of New Jersey, Robert has served as Lead Engineer on projects, like Mulberry Commons in Newark and UPS Air Gateway at Newark-Liberty International Airport. He also worked on the Governor Mario M. Cuomo bridge Shared-Use Path and Phase 1 of Hunter's Point South, a waterfront park in Long Island City, Queens.





**Profession**  
Transport engineering

**Labor Category**  
Associate Principal

**Joined Arup**  
1999

**Years of Experience**  
23

**Qualifications**  
BS, Civil Engineering (with distinction), University of Alberta, 1998  
PE, States of California and New York

## Varanesh Singh

### Liberty State Park Planning and Engineering Lead

Varanesh's strength lies in his ability to apply advanced analytical techniques to support challenging planning and policy initiatives.

Varanesh is an Associate Principal at Arup with 23 years' experience leading transportation teams. His focus combines areas of transportation planning and engineering with a concentration in multimodal network design. He has worked on projects ranging from district master plans to corridor planning, and from freight mobility studies to terminal landside access plans.

Varanesh's experience allows him to manage complex multidisciplinary projects, allowing him to solve challenging technical problems, while ensuring the planning process is respectful of the needs of the client, the community, and elected officials. He speaks regularly at conferences and is regarded as an expert in his field by his peers. Varanesh is sought after by clients for his deep technical expertise, personable nature, and ability to distill complex information for diverse audiences. He is a trusted advisor to his clients with long term repeat assignments.

In addition to serving in leadership roles for Newark-Liberty International Airport and the Newark360 Master Plan, Varanesh has also served as Project Manager on projects along the Hudson River waterfront, including the NJ TRANSIT Exchange Plaza Bus Reinstatement, and Governor's Island Transportation Study.



**Profession**  
Civil engineering

**Labor Category**  
Associate Principal

**Joined Arup**  
2001

**Years of Experience**  
24

**Qualifications**  
BS, Civil Engineering, Polytechnic University, 1995  
PE, States of Connecticut and New York

## Sherazad Mehta

### Greenway Planning and Engineering Lead

Sherazad's diverse experience has helped him serve as project manager on several large-scale, high-profile projects within the New Jersey-New York area.

Sherazad Mehta is an Associate Principal in Arup with over 24 years of experience, he has worked on a variety of land/site development and large infrastructure projects. While serving as project manager and lead engineer on several high-profile multidisciplinary projects worldwide, Sherazad offers clients a comprehensive understanding of delivering sustainable and resilient infrastructure. He is also a member of the Hoboken Citizens Advisory Group (CAG) for the Rebuild By Design – Hudson River/Hoboken (RBD-HR) project.

Sherazad's passion is to apply his civil engineering and sustainable design experience to create parks and open spaces that can be enjoyed by all walks of life. This can be showcased having delivered high volume and high-quality services on multidisciplinary New York metropolitan area projects. He has vast knowledge of leading challenging projects with his current role as Arup Project Manager on the Essex-Hudson Greenway Framework Plan and New Stapleton Waterfront, Phases 2 and 3 in Staten Island.

Other notable park projects are Newark Community EDC Mulberry Commons in Newark, and Hunter's Point South, Phase 2, and East River Waterfront Esplanade and Piers. In addition, he also served as the Project Manager for the Long Branch Sustainability Masterplan following Superstorm Sandy.



**Profession**  
Structural engineering

**Labor Category**  
Senior Engineer II

**Joined Arup**  
2011

**Years of Experience**  
11

**Qualifications**  
MS, Civil Engineering,  
Structures, University of  
Michigan  
BS, Civil Engineering,  
University of Michigan  
PE, States of Indiana,  
Michigan, and New York

## Eric Brunning

### Bridge Engineering

Eric's technical skills and experience working directly with owners and contractors provides him with the ability to address a wide variety of engineering challenges.

Eric is a Senior Engineer in Arup's New York office with experience in engineering design, procurement management, project delivery, and owner advisory roles. Past projects cover a broad range of civil infrastructure projects, including highway, rail, and pedestrian bridges, offshore structures, and multi-billion-dollar design-build projects. His technical roles have involved structural analysis, design, and preparation of plans and specifications for complex bridges and civil infrastructure.

For the Essex-Hudson Greenway Framework Plan, Eric was a Structural Engineer responsible for an assessment of 30 bridge structures along the disused Boonton Rail Line in New Jersey, with the aim to transform the corridor into public greenspace and a shared use path. The assessment included review of two historic movable bridges across navigable waterways. The structural assessment supported the framework plan for land acquisition and the pursuit of funding for the project.

He also served as a Structural Engineer for Freshkills South Park, responsible for providing design of a pedestrian bridge, wetland boardwalk, and a culvert to support the park's entrance roadway over an existing creek. The creation of the park is a part of New York City's Anchor Parks Initiative to transform a former landfill in Staten Island into a significant recreational amenity for the community.



**Profession**  
Civil engineering

**Labor Category**  
Senior Engineer II

**Joined Arup**  
2010

**Years of Experience**  
12

**Qualifications**  
BS, Civil Engineering and  
Public Policy, Carnegie  
Mellon University, 2010  
PE, State of New York  
Envision Sustainability  
Professional  
Waterfront Edge Design  
Guidelines (WEDG) Associate

## David Kinskey-Lebeda

### Civil Engineering

David's understanding of 3D modeling and design coupled with his strong project organization skills allow him to develop design schemes while leveraging the latest technologies.

David Kinskey-Lebeda is a Senior Civil Engineer in for Arup in New York, with a degree from Carnegie Mellon University's Civil and Environmental Engineering program. With 12 years' experience, he's worked on a variety of infrastructure and resiliency projects with roles in design, project management and construction administration. He has experience in 3D site and utility modeling, stormwater design, site development, grading, earthworks, roadway alignment, erosion control, utilities, data management and visualization, and regulatory permitting in New Jersey and New York City.

As a Deputy Project Manager on the 35-acre New Stapleton Waterfront, Phases 2 and 3 development in Staten Island, David has led the Arup team in designing new infrastructure, including new and re-aligned roadways, water and sewer (trunk) mains, and utility relocations, as well as resilient waterfront improvements along the Stapleton waterfront, including public space.





## **Dmitrijs Obolevis**

### **Civil Engineering**

Dmitrijs has a unique combination of analytical and technical skills in water engineering developed during his work experience on large-scale projects in the US and UK.

#### **Profession**

Civil engineering

#### **Labor Category**

Senior Engineer II

#### **Joined Arup**

2014

#### **Years of Experience**

11

#### **Qualifications**

BEng (Hons) Civil and Structural Engineering

CSCS Professional Qualified  
Construction Site Visitor's Card

Dmitrijs Obolevis is a Senior Engineer and Hydraulic Modeler at Arup with 11 years of experience within the water infrastructure engineering sector. He is experienced in leading and delivering various project types, including drainage area plans, model maintenance, flood risk management studies, and flood alleviation schemes. He also has experience of working on site development projects focusing mainly on the design of drainage system, including green infrastructure elements, but also delivering site layout, grading, and utility plans.

As a Drainage Engineer for the Red Hook Houses, Dmitrijs is providing civil/site design for the redevelopment of 33 the public housing buildings, which were severely impacted by Hurricane Sandy. Drainage design includes design of new site drainage system, evaluating multiple options for green infrastructure, assessing different types of flood protection strategies to be integrated with the site landscape and buildings. In addition, he is the Project Manager and flood-related Subject Matter Expert on four Risk and Resilience Assessments for water systems operated by the New Jersey American Water.



## **Raju Mann**

### **Land Use and Zoning**

Raju is an experienced urban planner, with significant experience working on large scale site planning, economic development and housing policy, and transportation planning.

#### **Profession**

Planning

#### **Labor Category**

Associate Principal

#### **Joined Arup**

2022

#### **Years of Experience**

17

#### **Qualifications**

Master of Urban Planning  
(Rackman Fellow),  
University of Michigan, 2006  
BA, Philosophy (Honors),  
Columbia University, 2001

Raju Mann is an Associate Principal in the New York office having joined in July 2022. After 8 years leading the Planning & Land Use Division of the New York City Council he comes to Arup having worked on every major project that has been approved in New York City from 2014-2022, including significant expansions of educational and healthcare facilities, tens of thousands of units of new housing, and millions of square feet of commercial space. Notable projects include working to develop a plan to close the jails on Rikers Island; district plans for neighborhoods across New York City, including the core of the commercial business district; citywide housing policy; strategies for improving ADA access across the New York City Transit subway network; and advising on New York City's \$95 billion capital budget.

He has also helped draft legislation including a proposal to create a housing requirement for those in homeless shelter system to access permanent housing. A flexible and nimble problem solver with a wide range of experience on complex urban problems he is also adept at forging compromise among many stakeholders on contentious and challenging projects.



## **Daniel Weiss, PMP**

### **Rail Engineering**

Daniel has extensive expertise with integrated design of transit and railway systems infrastructure, and a knack for identifying critical synergies which deliver the best value approach.

#### **Profession**

Civil engineering

#### **Labor Category**

Associate

#### **Joined Arup**

2014

#### **Years of Experience**

20

#### **Qualifications**

BA, Geology (cum laude)  
Bowdoin College, 1998

Civil Engineering Coursework  
for PE Licensure, New Jersey  
Institute of Technology, 2004-  
2009

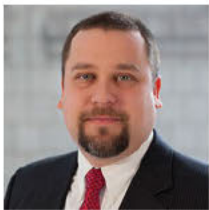
PE, State of New York

Project Management

Professional

Daniel Weiss is an Associate in our New York office with 20 years of project management and design experience for rail transit systems and infrastructure. His work with integrated design of transit infrastructure includes the development of Concept of Operations, and design solutions for interfaces between civil/structural and systems elements, with emphasis on underground construction. He is a practical thinker with strong background in constructability analysis, development of complex staging plans, construction scheduling, detailed cost estimating, development of front-end specifications, and innovative project delivery methods, such as design-build and public/private partnerships.

Daniel has served as Task Leader for four NJ TRANSIT Rail Operations and Infrastructure Planning On-Call task orders, focused on New York Penn Station Capacity Improvements and Harrison-Kingsland Branch Utilization and Alternatives for the Secaucus Junction Loop Tracks. In addition, he has served as Project Manager on three tasks under two MTA On-Call contracts for resiliency and flood mitigation at fan plants, stations, and tunnels in the wake of Superstorm Sandy.



## **Ronald Ronacher, PSP**

### **Safety and Security**

Throughout his career, Ron has focused on providing a holistic approach to mitigating threats and risks, which includes policies, procedures, physical security, and electronic security.

#### **Profession**

Security engineering/  
consulting

#### **Labor Category**

Principal

#### **Joined Arup**

2000

#### **Years of Experience**

21

#### **Qualifications**

BEng, Polytechnic University,  
2000

Physical Security Professional

Ron serves as the Resilience, Security and Risk Skills Network Leader for the Americas, overseeing the development of Arup members and growth of the practice. His focus is on the delivery of total design through the implementation of holistic security by finding a balance between architecture, technology, people, and operations in the creation of safe and secure spaces. Ron is experienced in protective intelligence and security requirement analysis, physical and electronic security design and development, project management, construction administration and peer reviews, supporting owners and designers.

Ron's strong relationship with the Federal Reserve Bank of New York has led him to work on alarm system, perimeter protection, and UPS upgrades and enhancements for their East Rutherford location. He has also led the security consulting work at Princeton University, as well as Teacher's Village in Newark.





**Profession**  
Sustainability consulting

**Labor Category**  
Associate

**Joined Arup**  
2013

**Years of Experience**  
13+

**Qualifications**  
MS, Sustainable Design,  
Carnegie Mellon University,  
2008  
BArch, Jawaharlal Nehru  
Technological University,  
India, 2006  
LEED Accredited Professional  
WELL Accredited  
Professional

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## Pallavi Mantha, LEED AP, WELL AP

### Sustainability

Pallavi leads strategic and operational decarbonization projects, where she combines her deep knowledge in buildings and portfolios with digital workflows and tools to create greater value for owners, communities and the environment.

Pallavi Mantha is an Associate in the Arup New York office with a focus on energy and carbon in the built environment. Her interdisciplinary experience in strategic and operational decarbonization, resilience, master planning, renewable and building energy modeling, and financial analysis enable her to deliver comprehensive, and integrated solutions for clients.

In addition, Pallavi has a breadth of experience with technical storytelling to distill complex data and engage her audience. She combines innovative digital workflows to simulate and optimize solutions from individual building to city and state-wide portfolios. She has global, regional, and local experience that enables her to bring global best practices to the project.

In recent years, Pallavi has assisted with the energy analysis and mapping of the City of Yonkers Energy Master Plan, as well as the net-zero energy building plan for the Natural Resources Defense Council's existing headquarters office building.



**Profession**  
Architecture/urban design

**Labor Category**  
Senior Consultant II

**Joined Arup**  
2011

**Years of Experience**  
21

**Qualifications**  
Bachelors of Design,  
Architecture, University of  
Sydney, 2009  
MArch, University of Sydney,  
2011  
Certified, American Institute  
of Certified Planners  
LEED Green Associate

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## James Francisco, AICP, LEED GA

### Transportation and Mobility

James is passionate about the health, wellbeing and social benefits of walking and cycling. He helps clients navigate complex decisions to deliver lasting benefits to communities.

James is a Senior Urban Designer and Planner at Arup with over 14 years shaping the public realm. Harnessing international best-practice and leveraging local expertise, James has delivered a wide range of masterplanning and urban design projects encompassing city centers and downtowns, multimodal corridors, institutional and cultural precincts, urban parks, plazas and streetscapes. Throughout these varied urban environments, designing for human connection remains the consistent guiding principle.

In 2016, James authored Arup's Cities Alive publication "Towards A Walking World." This document based on global research and positions walkability as the best measure for inclusive, vibrant, and connected communities. Further, it has the power to unlock multiple interconnected social, health, and economic benefits. Today, James leads Active Travel for Arup's Americas region.

He led the design for the Willoughby Streetscape Plan featuring "Brooklyn's First Shared Street" ; the Governor Mario M. Cuomo Bridge, Shared-Use Path; and the Vision for Broadway Plan in Manhattan. James recently led the Arup team to be a finalist for the Reimagining Brooklyn Bridge Competition, which sought to reapportion the historic bridge for walking and cycling.

**Profession**

Transportation planning

**Labor Category**

Senior Consultant II

**Joined Arup**

2013

**Years of Experience**

20+

**Qualifications**

MCRP, Urban Planning,  
Rutgers University, 1995

BA, Geography, SUNY-  
College at Geneseo, 1993

Professional Transportation  
Planner – Certification #627

**Joshua Curley, PTP****Transportation and Mobility**

Josh pairs technical proficiency with an acute passion for uncovering data-driven insights about travel patterns. This approach leads to effective solutions for vexing design issues.

Joshua Curley is a Senior Transportation Planner at Arup. His technical proficiencies and areas of expertise are traffic operations and modeling, airport landside planning, and disruptive mobility. He has worked on a diverse portfolio of projects, ranging from traffic simulation to street and terminal design, travel pattern analysis, and the manipulation and visualization of geographic-based information. Josh lends a practical approach to assembling strategies, leveraging tools and leading teams to analyzing mobility, accessibility and life quality transport issues.

As part of the Liberty State Park Transit Circulator Study, Jersey City wanted to evaluate the cost-benefit of resurrecting service for the benefit of myriad users of the park: local recreational users, regional day-trippers, and visitors to the Statue of Liberty and Ellis Island from around the world. Josh led a field survey of park users, created a park visitor forecasting model of each of the visitor groups, and a ridership estimate for a new circulator. The projected growth of the local residential base, coupled with the draw of the park's flagship attractions, indicated robust potential for a new circulator.



## Arup experience/firm references

For more details on and references for Arup's experience with contracts of similar size and scope and with our collaborators, please see Section 7.

Project name and details	Reference
 <p><b>Newark 360</b> shaping our city together</p> <p>Executive Summary English Newark 360 Update Master Plan September 2022</p>	<p><b>Newark360 Master Plan, Newark, NJ</b></p> <p>Arup worked closely with WRT to deliver the Newark360 Master Plan – a vanguard master plan focused on the health, equity, and wellbeing of city residents. Our role was to complete the access &amp; mobility and infrastructure components of the master plan.</p> <p>Using a combination of traditional transportation analyses, internally developed equity methodologies, and location based service data, we delivered novel insights into current barriers to access and mobility as well as solutions that could reverse the detrimental impacts of legacy transportation planning. Equity, health, and wellbeing were also put in focus through the analysis of stormwater, energy, broadband, and natural infrastructure.</p>
 <p><b>ESSEX HUDSON GREENWAY</b> FRAMEWORK PLAN APRIL 2021</p>	<p><b>Essex-Hudson Greenway Framework Plan, Jersey City to Montclair, NJ</b></p> <p>The Essex-Hudson Greenway project aims to transform the Old Boonton rail line into a public green space and shared-use path. The proposed greenway extends for nine miles from Newark to Montclair, New Jersey. Along its length, the corridor traverses over or under thirty bridges, including two bridges over navigable waterways.</p> <p>Arup, in partnership with MNLA, supported the framework plan for the greenway with civil and bridge engineering studies for the corridor. This framework plan and the visioning studies ultimately led to the project's inception with the state government, starting the process of turning the concept into reality. Our work included developing stormwater management strategies for the corridor and an assessment of 30 bridges along the corridor to outline potential upgrades needed to convert them into a pedestrian greenway.</p>
	<p><b>Mulberry Commons, Newark, NJ</b></p> <p>Mulberry Commons is part of a transformational development to revitalize downtown Newark and provide public destination for both citizens and visitors of Newark. The project transformed 3.6 acres of asphalt concrete parking lot into an urban green space with event plaza, playground, grass hills and garden.</p> <p>Arup helped the client obtain NJDEP Stormwater Management Permit that has extensive stormwater quality and quantity requirements by implementing rain garden and underground detention systems to treat and reduce more than 80% of the Pre-Newark stormwater runoff. Our lighting design team created an inviting nighttime environment by using softly illuminating luminous columns and high mast mounted spotlights along the open plaza to encourage nighttime activities in the safe, welcoming park.</p>

**Contracting party**  
Newark Office of Planning and Zoning (owner)

**Contact names and telephone numbers**  
Christopher A. Watson,  
[REDACTED]  
Jon Gordon,  
[REDACTED]





**Contracting party**  
Open Space Institute (end client)

**Contact names and telephone numbers**  
Peter Karis,  
[REDACTED]  
LoriJeane Moody,  
[REDACTED]

**Contracting party**  
Newark Community Economic Development Corporation (NCEDC, owner)

Sage and Coombe Architects (Arup's direct client)

**Contact names and telephone numbers**  
Dosso Kassimou, NCEDC,  
[REDACTED]  
Jennifer Sage, Sage and Coombe Architects,  
[REDACTED]

Project name and details		Reference
	<p><b>Governor Mario M. Cuomo Bridge, Shared-Use Path, Tarrytown, NY</b></p> <p>The original design for connecting the shared-use path to nearby communities was met with opposition by local stakeholders. The New NY Bridge (NNYB) team, led by the New York State Thruway Authority, asked Arup to provide planning, design, and engineering services, as well as project management, to help see their entire team through a new round of concept development, of which the final two alternatives went through an environmental assessment.</p> <p>Over the course of two years, Arup helped the NNYB project team understand issues related to the bridge's bicycle and pedestrian facilities, landscaping, lighting, and signage, among others that had raised community concerns. As a result, Arup developed new concepts that achieved the project's goals while also responding to community concerns.</p>	<p><b>Contracting party</b> New York State Thruway Authority (NYSTA, owner)</p> <p><b>Contact names and telephone numbers</b> John Kowalski, former NYSTA, [REDACTED] George A. Paschalis, [REDACTED]</p>
	<p><b>Bay Trail Equity Study, San Francisco Bay Area, CA</b></p> <p>The Bay Trail is the backbone of the Bay Area's trail network, creating important connections for recreation and active transportation across the nine-county region. Historically, planning for the Bay Trail has not acknowledged the legacies of racial, social, and political inequities of the Bay Area.</p> <p>The Arup team conducted oral interviews with key stakeholders and reviewed scholarly research and geographic resources that address the ecological history, urbanization, cultural landscape, and trans-historical trauma related to the Bay Trail. The result of this strategy informed the Metropolitan Transportation Commission of preliminary recommendations for moving the Bay Trail toward a more inclusive vision and approach, including long-term and near-term actions.</p>	<p><b>Contracting party</b> Metropolitan Transportation Commission</p> <p><b>Contact names and telephone numbers</b> Lily Brown, [REDACTED] Brian Holt, [REDACTED]</p>
	<p><b>Hunter's Point South, Long Island City, NY</b></p> <p>Arup led the revitalization of an abandoned industrial area into an 11-acre continuous waterfront park. The park integrates new infrastructure, landscape, and architectural designs and features green spaces, playgrounds, dog parks, a waterside promenade and jogging loop, exercise equipment, and an overlook.</p> <p>Encouraged by the client, we tested green infrastructure solutions throughout the park, including right-of-way bioswales, rain gardens, and porous pavement, which have since been deployed city-wide as part of NYCEDC's green infrastructure projects.</p> <p>Arup also led extensive coordination with over 70 independent parties to deliver pilot water sensitive urban design interventions in the public rights of way, incorporate sustainable features, and transform the development into a resilient community space.</p>	<p><b>Contracting party</b> New York City Economic Development Corporation</p> <p><b>Contact names and telephone numbers</b> Len Greco, [REDACTED] Kathryn Prybylski, [REDACTED]</p>
	<p><b>Hudson River Park, New York, NY</b></p> <p>The Hudson River Park is the largest open space project to undergo construction in Manhattan since the completion of Central Park. Bicycle and esplanade pedestrian paths, including the Manhattan Waterfront Greenway, span the park north to south, opening up the waterfront for recreational use.</p> <p>From 2000-2018, Arup provided engineering design, engineering studies, peer review, security and acoustics consulting, and project management supporting the design, construction, and operation of this 550-acre park. We assisted the client in the creation of park-wide design and utility guidelines and, more recently, provided engineering and logistical support to the park in its recovery from damages due to Superstorm Sandy.</p>	<p><b>Contracting party</b> Hudson River Park Trust</p> <p><b>Contact names and telephone numbers</b> Noreen Doyle, [REDACTED] Kevin Quinn, [REDACTED]</p>



## Arup additional experience relevant to LSP



### Empty Sky, 9/11 Memorial

#### Jersey City, NJ

The 9/11 memorial Empty Sky, located in LSP, commemorates the New Jersey residents who lost their lives in the 2001 attacks. The memorial consists of two 30ft-high, 210ft-long walls angled toward the site of the World Trade Center, which was formerly prominent on the horizon from LSP. The design aims to give visitors the sensation of being between the missing buildings. Viewed in profile looking toward Lower Manhattan, the walls make a clear visual reference to the two towers.

The architect's vision of a smooth, reflective surface, suited to contemplation and highly responsive to subtle changes in light and atmosphere, required creative engineering. Arup's final design relies on stainless steel studs welded to back of the panels, resulting in a pristine visible surface.

© Ari Burling



### Gateway Arch National Park Master Plan and Deck

#### St. Louis, MO

Arup, on a landscape architect-led team, won the international design competition for the redevelopment of the Jefferson National Expansion Memorial (Gateway Arch) in St. Louis. The design centers on the creation of a 295ft "land bridge" connecting the Jefferson National Expansion Memorial land, on which the Arch sits, to downtown St. Louis behind the landmark. Creating a pedestrian thoroughfare rejuvenates both the Arch and the city by drastically shifting traffic patterns, moving people off the highways bordering the City and into the heart of it.

Arup worked closely with Missouri Department of Transportation and the Federal Highway Administration to reimagine the highway connections and 24 blocks of the city grid. The team actively involved business and neighborhood stakeholders in the planning process to ensure the project reflects the goals of these stakeholders and the city.



### Battery Park City, Pier A Plaza

#### New York, NY

As part of the renovation of the historic Pier A building on the Hudson River at Battery Park, Arup worked with the NYCEDC and Battery Park City Authority to reconstruct areas of the Pier A promenade and plaza. Historically, the site has been an open space of commerce and high activity since the initial development of the Hudson River piers. The plaza and promenade redesign continues this use by allowing generous open space for pedestrian circulation to Pier A and its adjacent sites, and provides opportunity for outdoor special events such as markets and performances. The completed redesign has resulted in a plaza area that acts as a gathering and movement space for the high volumes of pedestrians and visitors and as a key connector between the southern and western waterfront park spaces of Lower Manhattan.

© Sharon Mollerus





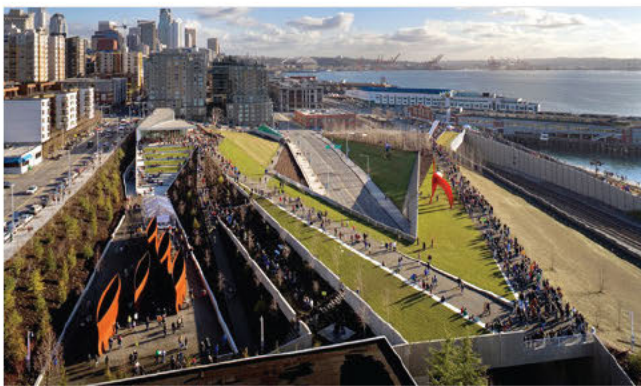
### **New Stapleton Waterfront, Phases 2 and 3**

**Staten Island, NY**

Arup has been retained by the NYC Economic Development Corporation (NYCEDC) to progress the infrastructure improvements needed to support the Phase 2 and Phase 3 (residential) developments. The project features include new roadway alignments, associated water and wastewater lines, stormwater drainage and collection systems, and waterfront hardening. Waterfront improvements will include both soft and hard landscape features.

Areas have been designated for public space development, improving connectivity between communities and the waterfront. Significant efforts are being placed on collecting, compiling, and analyzing site specific information relative to infrastructure, planned improvements, and community needs, to be incorporated into the schematic plans and construction documents.

© NYCEDC/Arup/SCAPE/Marpillero Pollak Architects



### **Seattle Art Museum (SAM), Olympic Sculpture Garden**

**Seattle, WA**

Arup supported the development of the SAM and Olympic Sculpture Garden master plan to create a foundation for progressive facilities expansion and upgrade, looking forward 20 years in 5-year increments. The plan examined the requirements of administration, building operations and management, curation, artist support, digitization, conservation, material archive and retrieval, connection to the public, and current and future technology uses. Recognizing the importance of incorporation of digital technology with public space, the security, IT, and audiovisual systems all share the same data infrastructure. This eases staff's access to digital data from anywhere in the park and opens possibilities for interface with the public and use by artists. Wireless internet allows the public to access more information on artists' displayed works using SAM-provided or personal devices.

© Weiss/Manfredi



### **Penn Park**

**Philadelphia, PA**

Penn Park connects to the existing University of Pennsylvania campus core with pedestrian bridges and elevated landforms and includes recreational and athletic fields at the eastern edge of the campus. The project established new connections and gateways to the City and surrounding communities.

Arup's water management strategy reduces the University's impact on the City's Combined Sewer Overflows, by integrating 300,000 gallons of rainwater harvesting storage between two artificial turf athletic fields. This required intensive coordination efforts with the Philadelphia Water Department, during which Arup developed a reputation for technical excellence, innovative thinking, and a cooperative and honest approach with the agency.

© Greg Benson



## Arup additional experience relevant to Greenway



### The 606

#### Chicago, IL

Arup served as Prime Consultant to the Chicago Department of Transportation (CDOT) for the transformation of a 2.6-mile under-utilized, elevated rail line into a linear park and multi-purpose bicycle trail – the first of its kind in Chicago. The current railroad embankment extends along Bloomingdale Avenue from Ridgeway Avenue east to Ashland Avenue. The project includes the inspection of 37 viaduct structures as part of a Phase I engineering submission to IDOT, as well as an overall development framework plan for the build-out of the trail.

This project has required significant public outreach and has been planned in coordination with the Chicago Department of Planning and Economic Development, Chicago Park District, and the Trust for Public Land.



### East River Waterfront Esplanade

#### New York, NY

Arup's work has reconnected the communities of Lower Manhattan with the East River by creating a people-friendly promenade along the waterfront. The new, two-level Pier 15 provides a variety of recreational spaces, with views across the river and of the Brooklyn Bridge, as well as two buildings. Refurbished piers provide space for ferry landings, bars and restaurants, and places to relax. To further improve the user experience, Arup designed a pile-supported walkway over the water to increase the promenade's width at the southern end to accommodate the pedestrian walkway and bike lane.

As a partner in a prime consultant joint venture, Arup provided a range of services for the planning and design of this waterfront redevelopment. The new public space provides opportunities for New Yorkers to enjoy waterfront access in this developed area.

© Ari Burling



### Reimagining the Allston I-90

#### Boston, MA

MassDOT faced a controversial decision on how to replace an existing highway viaduct in a dense neighborhood. The agency engaged Arup to review project decisions to date, determine appropriate evaluation criteria, and guide the team toward a cohesive vision for the area, which includes an interstate highway, a riverfront parkway, significant railroad infrastructure, and a waterfront path within a constrained 235ft-wide section.

Arup, through site visits and stakeholder meetings, unlocked segments of new public open space on the corridor by resolving transportation constraints, including highway ramping, shoulder roads, and freight and passenger rail, increasing the shared user path width from 10ft to 150ft. Our alternative design was well-received by most stakeholders, met the owner's requirements, and was the selected design for this multi-billion-dollar project.





### Taylor Yard Bikeway and Pedestrian Bridge

Los Angeles, CA

Rumble Fish will be an aesthetically distinctive, cost effective contemporary bridge, designed to be efficiently constructed and requiring a minimal amount of maintenance. The bridge will have a distinctive profile as one of the first of a new generation of river crossings, in keeping with Los Angeles' River Revitalization Master Plan goals of bringing residents back to the river. Integrated lighting for pedestrians and lighting for identifying the bridge from a distance will be included. The design also allows for ease in construction, as the bridge has the possibility of being assembled off site, and then placed on site without disrupting the river habitat, both helping to reduce construction cost and construction time. At each bank the bracing rods are eliminated to create a frame that acts as a portal to experience the bridge even without having to go on it.

© Mike Kelley



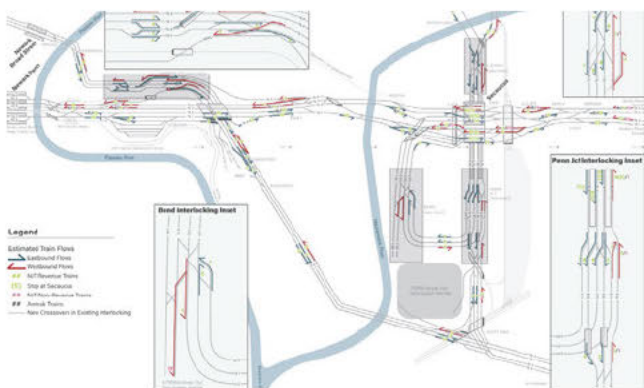
### Hardberger Park Land Bridge

San Antonio, TX

Phil Hardberger Park is divided by Wurzbach Parkway, a multi-lane urban expressway. The new land bridge will connect the east and west sides of the 354-acre park to create a cohesive natural area that protects the wildlife living in the park.

The bridge's design responds to its sensitive environment by providing a unique, curved geometry and landscape program that shelters pedestrians and animals from road traffic and keeps them in their natural environment. Arup's scope includes design of 150ft clear by 170ft-wide main span crossing and a 700ft-long skywalk bridge leading to the main bridge. Both structures employ a combination of fabricated and rolled weathering steel sections. The complex geometry was rationalized and panelized where possible to facilitate fabrication. The main span sections were designed to minimize impact on traffic during construction.

© Steven Stimson Associates Landscape Architects



### NJ TRANSIT West of Hudson Rail Operations and Infrastructure Planning

Newark, NJ

Arup studied infrastructure improvements west of the Hudson River to support the Gateway Program and allow for delivery of the desired future service levels. We focused on concept design for restoration of the HK branch, study of alternative Secaucus Junction Loop Tracks configurations to provide sufficient capacity and yard connectivity, and reconfiguration of the Morris and Essex Lines Kearny Junction for increased capacity.

The work included alternatives evaluation, considering operational analysis, infrastructure requirements, constructability, and cost. Arup identified required integration with proposed designs for Portal North and South Bridges, Secaucus Junction Station, Trans-Hudson Tunnel, Swift Interlocking, Sawtooth Bridge, and Westbound Waterfront Connection.

## Wallace Roberts & Todd (WRT) organizational experience



WRT works across scales and professional disciplines to create forward-thinking, actionable solutions that meet the unique needs of the communities they serve. The firm promotes the cross-pollination of ideas, perspectives, and techniques by emphasizing integrative learning, critical thinking, and creative problem solving among their staff of planners, urban designers, landscape architects, and architects, as well as with our clients and partners. They have always believed that although each professional discipline has a focal area of expertise and concern, each must be viewed as overlapping with the others in a continuum: from the wider ecological, environmental, social, economic, and urban planning factors through landscape, urban design, and ultimately architectural form.

Each of the disciplines WRT practices seeks a balanced approach to the natural, physical, social, and economic factors in considering a project's sustainability. Regardless of the scale of the assignment, all the firm's work strives to meet high standards of design excellence to express the cultural identity of the place.

WRT's success is based on our tradition of excellence, innovation, and leadership in planning and design, and our commitment to the firm's guiding principles of designing with nature and reinforcing urbanism. They work with communities to address and integrate complex issues related to quality of life and physical character, growth management, economic and fiscal health, infrastructure capacity, and resource preservation and activation. The firm builds on the strengths of those who have come before them but welcome change as an opportunity to create impact.



FDR Park, ecological core and urban edge, Philadelphia, PA

© WRT



**Profession**

Landscape architecture

**Labor Category**

Principal

**Joined WRT**

2004

**Years of Experience**

19

**Qualifications**

Master of Landscape Architecture, University of Pennsylvania, 2003

Master of Architecture and Civil Engineering, Shibaura Institute of Technology

Bachelor of Engineering (Architecture), Shibaura Institute of Technology

### Keiko Tsuruta Cramer

#### Liberty State Park Landscape Architecture Lead

Keiko uses her interdisciplinary training to provide a unique perspective and focused on transforming urban landscape and public spaces.

Keiko is a Principal at WRT with two decades of experience working on both urban design and landscape architecture projects. With degrees in landscape architecture, architecture, and engineering, Keiko uses her interdisciplinary training to provide a unique perspective and focused on transforming urban landscape and public spaces. Keiko currently leads WRT's Landscape Architecture practice in the Philadelphia office.

Her projects have included the 2017 Ruby Bruner Award Gold medalist for Urban Excellence SteelStacks Art & Cultural Campus in Bethlehem, PA, the ASLA award-winning Georgetown Waterfront Park, Crystal City: A Placemaking Framework in Crystal City, VA, Trinity River Vision Master Plan and Design Guideline in Dallas, TX, Principal Riverwalk in Des Moines, IA, and FOP Public Realm Vision, Philadelphia, PA for which she is project landscape architect. In addition, Keiko maintains her architectural license in Japan, and has worked on numerous projects abroad including the Daiichi Mutual Life Insurance Office Landscape in Kanagawa, Japan, and SCBD Urban Vision Development in Jakarta, Indonesia.



#### Georgetown Waterfront Park

Keiko led the design to reimagine the site and concept.

© WRT



**Profession**

Landscape architecture

**Labor Category**

Professional Level III

**Joined WRT**

1991- 2017, 2022-present

**Years of Experience**

35

**Qualifications**

Master of Landscape Architecture, University of Pennsylvania, 1987

BS, Horticulture, North Carolina State University, 1984

### David Ostrich

#### Landscape Architecture

David's work spans a variety of scales and project types but is characterized by a desire to engage people with their environment in dynamic and unexpected ways, using programming, materials, and planting.

David is a landscape architect with over 30 years' experience in the design of public open spaces. He has been project manager for many of WRT's most significant and recognizable infrastructure and open space projects. David's project experience has left him with a keen understanding of the complexities involved in team management and implementation of large-scale projects in the public realm.

In his role as project manager for the on the SteelStacks Campus project David lead a team that produced construction documents for the 10-acre campus in six months, while coordinating the work of four separate architectural teams. The Principal Riverwalk was a 10-year relationship between the City of Des Moines, Principal Financial Group and WRT. The project required extensive coordination between regulatory and community stakeholders. David also worked with Keiko on the award-winning Georgetown Waterfront Park project.

**Profession**

Landscape Architecture

**Labor Category**

Professional Level II

**Joined WRT**

2012

**Years of Experience**

10

**Qualifications**

Master of Landscape Architecture and Urbanism, University of Southern California, 2021

BS, Horticulture, North Carolina State University, 2011

### Jared Edgar McKnight, Assoc. ASLA, Assoc. AIA

#### Landscape Architecture


Jared's passion for interdisciplinary collaboration and his keen eye for design, coupled with his unparalleled commitment to volunteering and community service, have garnered both local and national recognitions.

Jared is a Senior Associate Designer at WRT. Unique among his peers, Jared is determined to make a profound impact on the architecture profession, advancing the practice as an impeccable designer and a dedicated leader. His passion for interdisciplinary collaboration and his keen eye for design, coupled with his unparalleled commitment to volunteering and community service, have garnered both local and national recognitions. Through his diverse professional work and civic engagement, Jared serves as an exemplary ambassador for WRT. He has been published in numerous international design journals and is a sought-after speaker and academic design critic.

## WRT experience/firm references

For more details on WRT's experience with contracts of similar size and scope and with our collaborators, please see Section 7.

	Project name and details	Reference
  	<p><b>Cleveland Harbor Eastern Embayment Resilience Study (CHEERS), Cleveland, OH</b></p> <p>WRT led the Cleveland Harbor Eastern Embayment Resilience Study (CHEERS)—a year-long community planning process to study and create a plan that addresses the physical, ecological, and social resilience of the Eastern Lake Erie shoreline. This study seeks to provide greater public access, connect residents in underserved neighborhoods to their lakefront, and ensure the long-term sustainability and resilience of the lakeshore and its communities. Impacts of climate change required that the plan accounted for dynamic conditions over the next decades with strategies to allow the shoreline to adapt and preserve habitat for critical species while creating a buffer that protects the shore from future storm events.</p> <p>During the year-long planning process, the project team engaged over 1,500 community members and stakeholders. The planning process kicked off at the beginning of the coronavirus pandemic, which required adjusting plans, tools, and strategies to reach communities adjacent to the lakefront and beyond. Community engagement and coalition building were critical components of the planning process and essential to the creation of a community-driven resiliency plan.</p> <p>The goal of CHEERS is to create a community-focused resiliency plan for the eastern Cleveland lakeshore that will Embrace the Lake as an asset for future generations.</p>	<p><b>Contracting party</b> Cleveland Metroparks</p> <p><b>Contact name and telephone number</b> Kelly Coffman, +1 [REDACTED]</p>
  	<p><b>Georgetown Waterfront Park, Washington, DC</b></p> <p>The Georgetown Waterfront Park faces the Potomac River in historic Georgetown in the District of Columbia. The 10-acre park represents a 40-year effort to transform the Georgetown waterfront from an obsolete industrial site into a signature civic space meeting both national and local community aspirations. WRT was the lead design firm through a 9-year, two-phased implementation process involving numerous public meetings, fundraising, and coordination with District and federal agencies.</p> <p>A new bikeway parallels the park below the Whitehurst Freeway, helping to complete the regional DC greenway that stretches from Maryland, past the National Mall, and south to Mt. Vernon. At the foot of Wisconsin Avenue, the park widens into a large plaza, with a fountain, pergola, and stepped river bulkhead, which facilitate public gatherings during regattas and other civic events. Throughout the park are rain gardens and stretches of bio-engineering revetments as green infrastructure measures. Overall, nearly 80% of former impervious paving was replaced by previous greenery.</p> <p>The design respects the site's historic importance, enables the community to engage with the waterfront, addresses site sustainability, and enlivens a space that languished for decades.</p>	<p><b>Contracting party</b> National Parks Service</p> <p><b>Contact name and telephone number</b> John Parsons, [REDACTED]</p>

Project name and details	Reference
	<p><b>San Francisco Bay Trail Risk Assessment and Adaptation Plan, Alameda and Contra Costa County, CA</b></p> <p>WRT is leading an interdisciplinary team to develop the San Francisco Bay Trail Risk Assessment and Adaptation Prioritization Plan (SF Bay Trail RAAPP) for the East Bay Regional Park District (EBRPD). This study evaluates the vulnerabilities facing the East Bay’s shoreline and assists EBRPD in prioritizing nature-based adaptation projects to provide multiple benefits for the region. At a high level, the plan is focused on balancing our goals in the Bay related to advancing ecological restoration, recreation, critical mobility, and building important interpretive educational opportunities. The plan also narrows in on a several exemplar projects to demonstrate how the latest techniques related to coarse beach and marsh adaptation, for example, can be implemented over time to provide shoreline access as sea levels rise. By working with a wide range of experts, from research partners to local community stakeholders, WRT and the team has developed an integrated approach to adaptation planning and design that will benefit the community and broader region over time.</p> <p>WRT provides a holistic approach across scales, from large-scale risk assessment and shoreline planning to implementable, nature-based adaptation design, to ensure shoreline access for the East Bay community as sea levels rise.</p>
	<p><b>Bothin Marsh Adaptation Project, Marin County, CA</b></p> <p>The Bothin Marsh Preserve is Marin County Parks’ most visited and most vulnerable park. Existing sea levels are threatening the Preserve’s shoreline habitats and their ability to support abundant native wildlife, including special-status species, migratory birds, and rare plant species. In addition, existing active transportation, and recreational access along trails to and through the Preserve are severely threatened by impending sea level rise. The Mill Valley/ Sausalito Multi-use Path is a critical link in the San Francisco Bay Trail and regularly floods at the Preserve over 30 times each year. Through this adaptation project, WRT and team are developing conceptual designs to adapt the Preserve to changing climate and SLR through nature-based strategies, allowing evolution and restoration of tidal wetlands, and restoration of ecological processes and habitat function. They will also adapt the Preserve’s trail system to ensure year-round active transportation and recreational access along the shoreline. Through extensive community engagement and support from a team of science and technical advisors, the project upholds the community’s vision for the shoreline and the broader San Francisco Baylands ecosystem habitat goals.</p> <p>Bothin Marsh will be the adaptation prototype for Marin County, adapting to sea level rise through nature-based strategies that allow the shoreline to evolve while restoring wetlands and providing recreational access along the shoreline over time.</p>

**Contracting party**  
East Bay Regional Park District

**Contact name and telephone number**  
Chantal Alatorre,  
[REDACTED]

**Contracting party**  
Golden Gate National Parks Conservancy

**Contact name and telephone number**  
Rob LaPorte,  
[REDACTED]



## Project name and details

## Reference



### FDR Park Plan, Philadelphia, PA

WRT is working with the Fairmount Park Conservancy and Philadelphia Parks and Recreation on a once-in-a generation opportunity to reimagine the historic Olmsted Park to serve 21<sup>st</sup> century Philadelphians. The plan for the 348-acre FDR Park in South Philadelphia is investigating, analyzing and recommending approaches to enhance FDR's ecology, landscape and built environments. The plan also seeks to create a shared vision for reinvestment among park managers, adjacent institutions, stewards, non-profits, and general park users. It will also be mindful of and responsive to changing recreational patterns and land uses, historic landscapes and structures, climate change, and sea level rise, current and future park operations and facility utilizations; and a growing need for expanded amenities, programming and concessions.

During the year-long planning process, the project team spoke to nearly 3,000 community members and stakeholders. In 2019, the WRT team unveiled the plan for FDR Park at a community event held on the Boathouse Lawn. The wetlands will provide important wildlife habitat and deliver on the number one priority of the community: access to nature via trails, boardwalks, and water access points. WRT is working with Biohabitats and other local partners to implement the wetland project. The plan positions FDR Park as a critical piece of civic, health, and ecological infrastructure that sustains and serves all Philadelphians.

### Contracting party

Philadelphia Parks & Recreation

### Contact name and telephone number

Katherine Ott-Lovell,



### FDR Park Plan, community engagement

WRT's conversations with community members took place in seven languages and in settings that ranged from online surveys, canvassing in the park, two public open houses, several small design workshops, and more than 30 stakeholder meetings.

© WRT



## Mathews Nielsen Landscape Architects, P.C. (MNLA, WBE) organizational experience

# MNLA

MNLA advocates for connected communities and purposeful ecological design solutions through thoughtful place-making and inspired transformation of landscapes.

For over a quarter century, the firm has worked to reinvigorate, heal and mediate places that strengthen and empower communities. MNLA imagines cumulative and holistic design vision for every project. Their process always starts with the big idea, and they see it as their role to maintain that conceptual thread throughout our efforts. With over 500 built works, they know how to execute their big ideas while preserving the design intent and delivering on budget and on time. Their designs are as visionary and artful as they are performative.

MNLA is dedicated to uniting clients' needs with a clear and creative vision for the places they inhabit. Their designs have renewed the environmental integrity and transformed the quality of a wide range of spaces. The firm work with clients on projects large and small, from masterplanning through realization and beyond. They believe that if the solution is right, it will enhance the environment and make it beautiful—people will use it, and it will endure.

Every physical space is unique. MNLA believes in the power of listening to clients to understand the site and its fabric—social and environmental—into which it is woven. Designs emerge out of rigorous research and continuous collaboration to develop innovative re-imagining of place and use. The firm thrive on responding to concerns, anticipating challenges, cutting red tape, and accomplishing our mutual visions.

A staff of 23 landscape architects and designers means that MNLA is large enough to command a wide range of design creativity and experience, yet small enough to ensure each project benefits from this expertise and mentorship. The firm marries accountability with accessibility, making it easier for clients to get attention and information. The firm principal that serves each project is the gateway to a team of MNLA collaborators who engage in questioning ideas and challenging conventional practice in favor of exceptional vision that results in better designs. MNLA is a Women-Owned Business Enterprise (WBE) certified by the Port Authority of New York and New Jersey, among other agencies.



Essex-Hudson Greenway Framework Plan, Topographic Variation

© MNLA



**Profession**

Landscape architecture

**Labor Category**

Principal

**Joined MNLA**

2005

**Years of Experience**

30

**Qualifications**

BA, Landscape Architecture,  
University of Florida, 1992

Landscape Licensure: States  
of Maryland and New York

### Molly Bourne, RLA, ASLA

#### Greenway Landscape Architecture Lead

Molly led a team of consultants which included Arup to develop the framework plan for the nine-mile-long Essex-Hudson Greenway which evaluates existing bridges, understands stormwater management needs, and evaluates multiple opportunities for the greenway design.

Molly Bourne sees landscape architecture practice as a medium to celebrate and explore the environment and our place within it. She is deeply dedicated to elevated design thinking that advances the public good. Since joining the firm in 1999, Molly has led award-winning, multidisciplinary teams on high-profile projects for waterfront parks, cultural institutions, and urban revitalization. Activating public space dialogue, tackling climate change, reclaiming industrial sites and shorelines, and protecting pollinators are her professional passions.

Developing the next generation of practitioners, Molly is a visiting lecturer at the University of Pennsylvania Weitzman School of Design and volunteers with the ACE Mentor Program for New York City high school students. She enjoys engaging with the profession and public alike, speaking widely, leading site tours, and exchanging inventive ideas about how to better urban environments.

Viewing landscape architecture to improve the human condition, Molly received her BA at the University of Florida, aspiring to design open spaces on a major stage. New York City and MNLA's visionary practice provided an ideal opportunity.

Molly's key projects include the East Side Coastal Resiliency Project, Governors Island Park and Public Space, Waterline Square, South Bronx Greenway Master Plan and Implementation, the Theodore Roosevelt Sanctuary and Audubon Center Master Plan and Implementation, and the Renovation of Roberto Clemente State Park.



Theodore Roosevelt Sanctuary and Audubon Center (TRSAC) Master Plan

© MNLA





## Yelena Zoloterevskaya, RLA

### Landscape Architecture

Yelena was part of the MNLA team that developed the framework plan for the nine-mile-long Essex-Hudson Greenway.

#### Profession

Landscape architecture

#### Labor Category

Senior Landscape Architect

#### Joined MNLA

2018

#### Years of Experience

8

#### Qualifications

Master of Landscape Architecture, University of Pennsylvania, 2014

Master of City and Regional Planning, University of Pennsylvania, 2012

BA, Urban Studies, The New School, 2008

Landscape Licensure, State of New York

Yelena is a Senior Landscape Architect and Planner with a specialization in social impact design and the social and economic landscape of cities. Her experience includes significant open space and resiliency projects of varying scales throughout the US and includes the framework plan for the Essex-Hudson Greenway. Yelena received a Master in Landscape Architecture in 2014 and a Master in City and Regional Planning in 2012, both from the University of Pennsylvania.

As a landscape architect on the Essex-Hudson Greenway Framework Plan, Yelena has the in-depth knowledge of the project to hit the ground running if awarded the greenway project.

Her recent experience also includes serving as Project Manager for Quarry Park, a landscape design project for a former marble quarry in Hastings-on-Hudson. MNLA's site design employs one sweeping gesture to create a sense of place within this former brownfield site, with earth forms combined with cliffs and landscapes to create vistas, while the quarry floor is transformed into a tranquil seating area with trail connections. Yelena's thoughtful design celebrates the park's former life as a quarry by capturing breathtaking views while also thinking innovatively about stormwater management and brownfield remediation.



## Stacie Ellickson, LLA, ASLA

### Landscape Architecture

As an International Society of Arboriculture (ISA) Certified Arborist and Licensed Landscape Architect in the State of New Jersey, Stacie will create and restore landscapes on and around the Greenway.

#### Profession

Landscape architecture

#### Labor Category

Senior Associate Level I

#### Joined MNLA

2015

#### Years of Experience

12

#### Qualifications

Bachelors of Landscape Architecture, Iowa State University, 2010

Landscape Licensure: State of New Jersey

ISA Certified Arborist

LEED Green Associate

Stacie Ellickson is an Associate at MNLA with experience on a variety of project types, ranging in scale from small urban plaza designs to large campuses and master plans. Interested in the process as well as the final product, she enjoys the development of the information needed to effectively communicate design ideas, from conceptual and illustrative graphics to construction documents. Stacie has a strong interest in grading and construction detailing and focuses on new technologies and sustainable strategies for each project. She received a Bachelor of Landscape Architecture from Iowa State University in 2010.

## MNLA experience/firm references

For more details on MNLA's experience with contracts of similar size and scope, please see Section 7.

Project name and details	Reference
	<p><b>Essex-Hudson Greenway Framework Plan, Jersey City to Montclair, NJ</b></p> <p>MNLA has led a team of consultants in the creation of a vision framework plan for a nine-mile-long trail conversion in Central New Jersey. The framework plan evaluates existing bridges, understands stormwater management needs, and evaluates opportunities for the greenway design. This plan also articulates opportunities for the greenway, highlights its special moments and unique qualities, and serves as a starting point for engaging community members in the design and planning of the greenway.</p> <p><b>Contracting party</b> Open Space Institute</p> <p><b>Contact name and telephone number</b> Peter Karis, [REDACTED]</p>
	<p><b>Theodore Roosevelt Sanctuary and Audubon Center (TRSAC) Master Plan and Implementation, Village of Oyster Bay Cove, NY</b></p> <p>MNLA was responsible for the master plan for Audubon NY to re-envision the first Audubon Songbird Sanctuary in the nation. The 12 acres were donated by the Roosevelt family cousins in memory of the 26<sup>th</sup> US president. MNLA's master plan clarifies circulation routes, removes existing structures, establishes demonstration gardens and creates a more welcoming and accessible entry to the site. Improving bird habitat, controlling invasive species, providing locations for signage and kiosks, managing stormwater with green infrastructure, and restoring a valuable and significant fountain were other goals associated with this effort.</p> <p><b>Contracting party</b> Theodore Roosevelt Sanctuary &amp; Audubon Center/ Audubon NY</p> <p><b>Contact name and telephone number</b> Kathryn D'Amico, [REDACTED]</p>
	<p><b>Hudson River Park Master Plan and Implementation of Segment 3, New York, NY</b></p> <p>MNLA was a joint venture partner on the Quennell Rothschild/ Signe Nielsen team that prepared the comprehensive master plan, schematic design, and design guidelines for the 550-acre Hudson River Park, stretching for 5.5 miles from the Battery to 59<sup>th</sup> Street in Manhattan. All subsequent implementation projects have followed the framework and program distribution defined in the master plan.</p> <p>MNLA led the landscape design of Segment 3 of Hudson River Park in Tribeca that includes Pier 25 and the one-mile-long upland from Chambers Street to West Houston Street. Their design provides a diversity of recreation and revenue-generating facilities in bold landscapes and undulating topography, which includes a 1.5-acre playground, sport courts, lawn areas with colorful seasonal borders, mini golf, volleyball and a skatepark. The signature nature walk is a unique and well-loved feature of the project.</p> <p><b>Contracting party</b> Hudson River Park Trust</p> <p><b>Contact name and telephone number</b> Noreen Doyle, [REDACTED]</p>



## Nishuane Group (M/W/DBE) organizational experience



Nishuane Group, LLC is an urban planning consultancy with headquarters in Montclair, New Jersey. Founded in 2007, the firm is composed of a diverse team of planning professionals. Its client roster covers all elements of the community equation, including large and small municipalities in urban and suburban communities, developers, community-based organizations, and planning agencies.

Their team members joined the firm with previous experience in public sector planning, nonprofit, private practice and academia, bringing a range of perspectives and experiences. The varied background of the team enhances their ability to handle the challenges inherent in working with divergent groups, interests, and opinions.

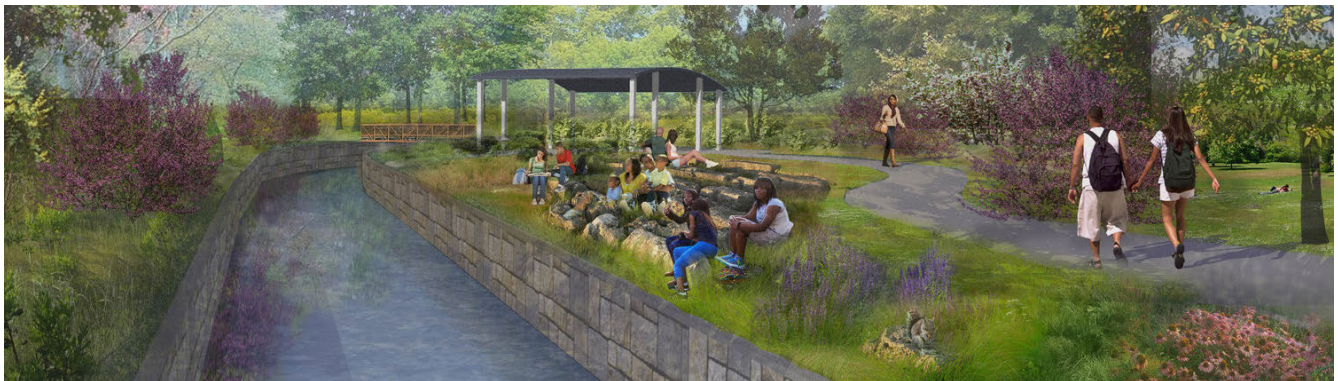
This blending of professional and real-world expertise makes Nishuane Group the ideal resource for private clients and municipalities undertaking projects that have significant impact on the physical fabric and socio-economic conditions of their urban and suburban communities.

No matter the project, Nishuane Group incorporates its own underlying mission: To work as a partner with their clients to develop plans that improve the physical, economic, environmental, and/or social aspects of communities.

Nishuane Group works closely with residents, small businesses, and other stakeholders to improve downtown and neighborhood districts. The firm achieves this by creating redevelopment plans and amending land use regulations to revitalize under-performing areas or providing professional planning services to zoning and planning boards. They facilitate focus groups, informational meetings, and other engagement sessions to allow community members to understand fully the challenges and issues being tackled and to enlist their ideas and support in developing solutions.

Each of their staff members brings specific strengths, whether the project focuses on economic and community development, land use, urban design or related issues. They know what questions to ask as we seek approaches to a community's needs.

The result is an implementable, equitable planning strategy that enables clients to realize their goals, including real estate development, new community programs and sustainable growth. Equally important, their plans also include approaches to obtain the necessary fiscal support to implement projects. The firm's planning process is designed to connect people to jobs, develop improved and quality housing for all segments of the population, enhance communities and stimulate neighborhood revitalization.



**City of East Orange Parks Master Plan, East Orange, NJ**

© Nishuane Group



## The Nishuane Group key personnel biography

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**Profession**

Urban planning

**Labor Category**

Principal and Managing Partner

**Joined Nishuane Group**

2007

**Years of Experience**

26

**Qualifications**

MS, City Regional Planning, concentration in Housing and Development, Rutgers University

BA, Political Science, Rutgers University

Certified, American Institute of Certified Planners

Professional Planner, State of New Jersey

**Michèle Delisfort, AICP, PP****Liberty State Park Community Engagement Lead**

Michèle has extensive interwoven experience in urban planning, academia, and policy and is a fully engaged practitioner, community leader, and public servant.

Since 2007, Michèle has served as the Principal and Managing Partner at Nishuane Group, LLC, an urban planning consultancy firm based in Montclair, NJ. Michèle's diverse background has been instrumental in allowing Nishuane Group to reshape the landscapes of several municipalities within New Jersey's urban core. She has been pivotal in providing municipalities with the technical expertise required to shape planning and development policies while enhancing their physical landscape and socio-economic conditions.

Michèle launched her career as a Transportation Coordinator for the Port Authority of New York and New Jersey. Subsequently, she managed the Newark-based Capacity Building Program and the Americorps Program for the Local Initiatives Support Corporation (LISC). Later, she joined the City of East Orange as the Manager of Comprehensive Planning, where she oversaw the long-term planning initiatives, managed land use Boards, and the redevelopment planning process.

An accomplished Urban Planner, Michèle has combined her work experience with her passion for serving the community, starting in her hometown of Union, NJ. After serving on the Union Township Planning Board for eight years as commissioner and Vice Chairperson, she was elected to the Township Committee in 2016, then Mayor of the Township in 2019. Today, the seasoned official continues to lead committee meetings where she recommends, reviews, and adopts policies, legislation, and the fiscal budget. Collaborating with administrators, citizens, business owners, other officials, and various agencies, Michèle gains support on legislative, fiscal, and developmental priorities for the Township of Union.

## Nishuane Group additional personnel biography

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**Profession**

Urban planning

**Labor Category**

Senior Associate

**Joined Nishuane Group**

2022

**Years of Experience**

20

**Qualifications**

MCRP, City and Regional  
Planning, Rutgers State  
University of New Jersey

BA, Government and  
American Studies, Rutgers  
State University of New Jersey  
Certified, American Institute  
of Certified Planners

### Zunilda Rodriguez

#### Community Engagement

Zunilda has extensive interwoven experience as a seasoned and engaged practitioner in urban planning and diversity, equity, and inclusion.




For 13 years, Zunilda served in various public sector planning roles at the municipal and county level in urban, rural, and suburban environments in New Jersey, Virginia, North Carolina, and Maryland. As an urban planning practitioner, she developed and oversaw teams of planners, engineers, and designers to develop redevelopment, master, regional and neighborhood plans to strategically improve community's needs. While specializing in redevelopment, housing, community development, and stakeholder engagement issues, Zunilda's urban planning and volunteer interests blossomed around diversity and equity issues, which soon led her to transition into private practice.

Zunilda served as a consultant for over six years in an organizational management firm focused on diversity, equity, and inclusion. She spearheaded complex multi-day charrettes, facilitated strategy definition labs, developed assessment reports, conducted qualitative and programmatic analyses, and created communication, engagement, strategic plans for Fortune 100 to 500 companies.

She has supported hundreds of clients in the private, nonprofit, and public sector over a nearly twenty-year career span. Through her work, she creates a bridge between issues of inclusion, diversity, equity, and accessibility with a strong devotion towards advocacy, stakeholder engagement and social equity.

### Nishuane Group experience/firm references

For more details on Nishuane Group's experience with contracts of similar size and scope and with our collaborators, please see Section 7.

Project name and details	Reference
	<p><b>City of East Orange Parks Master Plan, East Orange, NJ</b></p> <p>Nishuane Group helped develop and prepare the community engagement aspects of the City of East Orange Parks Master Plan. They used creative placemaking techniques to facilitate an in-depth visioning process to help community members define and articulate their needs and desires for the City's parks. Civic engagement was at the heart of this planning process. Focus groups, interviews, and public meetings generated valuable input from the residents, community organizations, and other key stakeholders. The information and perspectives received were used to develop the recommendations and propose initiatives presented in the final plan.</p> <p><b>Contracting party</b> City of East Orange, New Jersey</p> <p><b>Contact name and telephone number</b> Tiffany Harris-Delaney, [REDACTED]</p>
	<p><b>City of Orange Master Plan, Orange, NJ</b></p> <p>Nishuane Group encouraged active participation in the City of Orange Master Plan and gave all key constituencies an opportunity to have meaningful impact in the planning process during public meetings. They used illustrative graphics and facilitated to get participants to draw and write their comments and concerns about each element of the plan. Special workshops were held for young professionals and millennials, a traditionally under-engaged group, but one whose input was deemed crucial for the future of the city. In addition to community meetings, the firm conducted six focus groups, with each emphasizing a different aspect of city life, including historic preservation, youth and teens, realtors and developers, non-profits organizations, the arts community, and the municipal council. These meetings provided a vision for the city's future from a variety of perspectives.</p> <p><b>Contracting party</b> City of Orange, New Jersey</p> <p><b>Contact name and telephone number</b> Laquana Best, [REDACTED]</p>
	<p><b>Maplewood Township Irvington Avenue Study, Maplewood, NJ</b></p> <p>Nishuane Group conducted several outreach and engagement sessions, in which stakeholders provided their vision for the future of the corridor. The team identified traditionally under-represented community members and stakeholders and undertook outreach and engagement with them. The team then compiled a database of participants, developed survey tools, and coordinated and facilitated multiple focus group and open house sessions. Subsequently, The Nishuane Group team co-authored the engagement element of the final plan, which detailed the outreach and engagement activities and summarized the results. The team articulated the feedback from residents, including recommended mechanisms and activities aimed at improving the business environment within the study area, opportunities for partnerships, and strategies for sustainable revitalization.</p> <p><b>Contracting party</b> Together New Jersey</p> <p><b>Contact name and telephone number</b> Tom Schultz, [REDACTED]</p>



## Matrix New World (WBE) organizational experience



Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Matrix) is one the largest woman owned environmental and engineering firms in the metropolitan area. The firm has grown progressively in terms of revenue, client base, and project diversity. Matrix has developed a strong reputation for delivering high quality services and work products within budget and schedule. They are best known for completing environmental and engineering services on several large projects in New Jersey. Their clients include several counties (i.e., Morris, Bergen, and Hudson), municipalities (i.e., Passaic, Clifton, Newark, and Bayonne).

Matrix is a mid-sized firm (approximately 200+ professional employees) that was founded in 1990 and has operated under one Principal (Jayne Warne, PE) and the same senior management since that time. The firm is headquartered at in Florham Park, NJ and has additional offices in Eatontown, NJ, and New York, NY, among other locations.

Matrix personnel are licensed in various disciplines (e.g., New Jersey PEs, New Jersey LSRPs, Professional Land Surveyors, Professional Planners, Asbestos Investigators and Designers and Lead-Based Paint Investigators/Risk Assessors) that may be required to support the project.

The firm has completed projects in the region with contract values exceeding \$200m over the past 32 years. Their service offerings include site remediation reform act compliance services, Licensed Site Remediation Professional (LSRP) services, geotechnical services, land surveying (conventional and HD laser), and permitting.

Matrix has developed a project management program based on their 32 years of experience, which is focused and targeted to the types of projects and assignments similar to those in the Master Plans & Design – Liberty State Park and Greenway RFQ. The company has a powerful track record of successful execution of providing these services under contracts for its major customers. They have been providing environmental services to various agencies since its inception more than 30 years ago.

Based on Matrix's experience working, they are fully prepared to provide support for the project. Their key staff on this contract, including individuals licensed as LSRPs will provide proven management and technical expertise which will ensure professional, efficient, and quality service. Matrix is experienced and thoroughly familiar with the technical and administrative skills necessary to successfully execute the scope of work described herein.



**Ironbound Recreation Football Fields, Newark, NJ, before and after**

## Matrix key personnel biography

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### Thomas DeMichele, LSRP

#### Liberty State Park LSRP Lead

Thomas is licensed by the State of New Jersey as a subsurface evaluator and closure specialist for UST services.

**Profession**  
Environmental

**Labor Category**  
Project Manager Level II

**Joined Matrix**  
2000

**Years of Experience**  
32

**Qualifications**  
BS, Biology, Fairleigh  
Dickinson University, 1988  
NJDEP LSPR, No. 576002  
NJDEP Certified UST  
Subsurface Evaluation and  
Closure, #0009989

Thomas DeMichele is a Licensed Site Remediation Professional (LSRP) with over 32 years of experience in environmental investigation and remediation services. His experience includes planning and directing soil, surface water, groundwater, and bedrock investigations for environmental projects, and oversight of underground storage tank (UST) and aboveground storage tank (AST) decommissioning in accordance with federal, state, and local regulations.

Well-versed in complex environmental and engineering programs requiring detailed cost-control programs and multi-disciplinary staffing, his investigative experience includes environmental characterization studies relative to hazardous waste screenings, preliminary assessments (Phase I), site investigations (Phase II), remedial investigations and feasibility studies (Phase III), UST/AST investigations, and environmental impact statements (EIS).

## Matrix additional personnel biographies

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### Robert Fiorile

#### Environmental Engineering

Robert is skilled in preparing permit applications for complex projects involving activities regulated under freshwater wetlands protection programs, flood hazard area control programs, coastal zone management programs, and US Army Corps of Engineers Section 10 and 404 programs.

**Profession**  
Environmental permitting

**Labor Category**  
Senior Technical Director

**Joined Matrix**  
2014

**Years of Experience**  
29

**Qualifications**  
BS, Environmental Studies,  
Stockton University, 1993

Robert Fiorile is a Technical Director of Ecological and Regulatory Services with more than 29 years of experience working in the environmental field. Responsible for the completion of environmental reviews, ecological studies/surveys, natural resource inventories, and state and federal environmental permit applications, he has served various client types with an emphasis on environmental assessments and impact statements in accordance with NEPA, as well as New Jersey and New York state environmental review regulations.

His experience includes various types of terrestrial and aquatic ecological studies/surveys, including watershed management plans, lake diagnostic-feasibility studies, lake restoration/management programs, nuisance aquatic species control programs, wetland delineations, seagrass surveys, shellfish surveys, acid soils surveys, and seagrass and wetland mitigation/restoration.



**Profession**

Environmental

**Labor Category**

Technical Specialist Level II

**Joined Matrix**

2019

**Years of Experience**

19

**Qualifications**

BS, Natural Resource Management, Rutgers University, 2003

**Christopher Nelson****Environmental Engineering**

Christopher has worked closely with LSRPs and remedial engineers in the development of remedial assessment and remedial strategies for challenging contaminated sites.

Christopher Nelson has more than 19 years of experience in the environmental engineering field and is well-versed in a wide range of environmental areas, including due diligence, Phase I and Phase II assessments, Preliminary Assessments (PA), UST removals, Industrial Site Recovery Act (ISRA) activities, UHOT program, Site and Remedial Investigations, Remedial Action Workplans (RAWs), Classification Exception Area (CEA) development, Deed Notices, vapor intrusion evaluation and pilot testing, and soil and ground water remediation activities. He has completed submission of a wide range of remedial phase reports through the New Jersey Department of Environmental Protection portal system.

As a project manager, he provides technical expertise to clients, navigating them through the complexities of New Jersey's Site Remediation Reform Act (SRRA). A licensed NJDEP Subsurface Evaluator and NJDEP Underground Storage Tank Closure professional, he has extensive training in Environmental Audits and Site Assessments, Environmental Law and Regulation, and Regulatory Training in Underground Storage Tanks.

**Profession**

Ecology/environmental regulation

**Labor Category**

Technical Specialist Level I

**Joined Matrix**

2005

**Years of Experience**

17

**Qualifications**

BS, Biology, Montclair State University, 2005

Graduate Certification, Water Resource Management Program, Montclair State University, 2007

MS, Environmental Management, Montclair State University, 2009

**Regina Sharma****Ecology**

Rejina has prepared applications for and obtained numerous local, state, and federal environmental resource and land use permits and has extensive experience interfacing with private sector clients and governmental agencies.

Rejina Sharma possesses more than 17 years of experience as an ecologist and regulatory specialist. Her technical expertise includes preparation of environmental permit applications, federal/state/municipal environmental reviews and assessments, including National Environmental Protection Agency (NEPA) document, climate resiliency, feasibility assessment, environmental planning and regulatory compliance, wetland delineation, wetland mitigation, designs and construction management, engineering specifications, ecological assessment, flood hazard area management, threatened and endangered species surveys and habitat evaluation, state and municipal environmental review and impact assessment preparation, oiled/injured wildlife capture and rehabilitation, spill response management, soil erosion and sedimentation control, stormwater management, due diligence review, and cost estimating.

Her skills also include research design, natural resource damage assessment (NRDA), statistical analysis, technical report preparation, Geographic Information System (GIS) mapping. Rejina is also trained in Shoreline Cleanup and Assessment Technique (SCAT).



**Profession**

Geotechnical engineering

**Labor Category**

Technical Specialist Level I

**Joined Matrix**

2016

**Years of Experience**

12

**Qualifications**

MS, Civil Engineering,  
Rutgers University, 2010

BS Civil Engineering,  
University of Notre Dame,  
2007

PE, States of New Jersey,  
New York, Connecticut,  
California, Georgia, Oregon,  
Pennsylvania, North Carolina,  
South Carolina, Utah

**Michael Soltys, PE****Geotechnical Engineering**

A structural, geotechnical, and marine engineer, Michael has more than 10 years of experience in waterfront development, site improvement, and transportation projects.

Mike Soltys' geotechnical experience spans driller and laboratory procurement and coordination; investigation report development; data evaluation and analysis for bearing capacity, settlement, global stability, sliding, overturning, and liquefaction potential; and design development and coordination of shallow and deep foundations, slab and pavement subgrade, ground improvements, and retaining walls.

His breadth of work highlights his structural and geotechnical engineering expertise. Managing both public and private projects throughout the US, He is skilled in steel, concrete, masonry, and timber design; plans and specifications preparation; engineering report development; structural evaluations; and overall project management.

His projects include post-Hurricane port restoration in Puerto Rico; investigation, design, and documentation for the replacement of 11 New York City monopole towers; design and development of the Crowninshield and Cressy Pier Reconstruction in Kings Point, NY; and investigation and design of a structural flood wall and flood berm for NYCDEP Port Jervis Wastewater Treatment Plant.

**Profession**

Marine/coast engineering  
Permitting

**Labor Category**

Project Specialist Level II

**Joined Matrix**

2013

**Years of Experience**

30

**Qualifications**

PE, State of New Jersey

**Andy Raichle, PE****Marine Engineering**

Andy is a civil and marine engineer with 30 years of experience in waterfront development and maritime projects, delivering projects within and adjacent to the waterfront, including parks, shore protection and urban redevelopment projects.

Skilled in the planning and design of coastal and port structures, sub-aqueous utilities, navigational dredging, and shore protection projects, Andy Raichle is well-versed in the technical, political, and regulatory specialties unique to the process of waterfront development/redevelopment.

Managing projects throughout the US, US territories, and the Caribbean, his of work highlights his proficiency and expertise in both civil and marine engineering, with projects that include redevelopment of New York Harbor's urban waterfront, post-Hurricane port restoration in Puerto Rico, and resort projects throughout the Caribbean. Andy fills the roles of Engineer of Record, Consulting Environmental, Marine and Coastal Engineer, Permitting Agent, and more, handling all aspects of design, permitting, and construction administration for public and private clients. Experienced with federal, state and county guidelines and processes, he comfortably interfaces with regulatory agencies.



**Profession**  
Surveying

**Labor Category**  
Senior Technical Director

**Joined Matrix**  
2006

**Years of Experience**  
43

**Qualifications**  
Continuing Education  
Courses, Drexel University

Continuing Education  
Courses, Ocean County  
College, Toms River

Professional Land Surveyor,  
State of New Jersey,  
#24GS03973500

Transportation Worker  
Identification Credential  
(TWIC)

Secure Worker Access  
Consortium (SWAC)

## **Frank Barlowski, PLS**

### **Surveying**

With more than 43 years of experience in a wide variety of land surveying applications including site development, Frank is an expert in the planning, mapping, and management of surveying projects for private and public clients.

Frank Barlowski is the Director of Survey Operations for Matrix. He is responsible for managing and overseeing large survey and marine engineering projects that include boundary survey resolutions, engineering surveys, calculations, and field stakeout. Frank also oversees scheduling and field crew supervision. His project experience spans boundary, topographic, riparian/tidelands, railroad, ROW, major and minor subdivisions, construction layout, hydrographic/bathymetric, ALTA/NSPS Land Title Surveys, and as-built surveys.

## Matrix experience/firm references

For more details on Matrix's experience with contracts of similar size and scope and with our collaborators, please see Section 7.

	Project name and details	Reference
	<p><b>Ironbound Recreation Football Fields, Newark, NJ</b></p> <p>Matrix acted as the Licensed Site Remediation Professional (LSRP) representing the City of Newark (Owner) for the investigation, remediation, and redevelopment of the Ironbound Recreation Football Fields in Newark, NJ (Site). The site was formerly owned by the Celluloid Corporation and the Celanese Corporation of America (Celanese) to produce plasticizers and cellulose acetate and was purchased by the City of Newark for the development of a football field and recreation center in the 1960s. In the late 1980s, the fields were closed to the public after elevated levels of polychlorinated biphenyls (PCBs) were discovered.</p>	<p><b>Contracting party</b> City of Newark</p> <p><b>Contact name and telephone number</b> Joe Campos, +1 973 733 8520</p>
  	<p><b>MTA MNR Feasibility Study, Spuyten Duyvil to Ludlow Trail, NY</b></p> <p>Matrix conducted an in-depth preliminary engineering and feasibility study for Metro-North Commuter Railroad Company's (Metro-North) evaluation of a several-miles-long waterfront walkway located along the Hudson River. The project involved complex design considerations, including the following:</p> <ul style="list-style-type: none"> <li>– Regulatory concerns associated with waterfront and in-water construction</li> <li>– Safety concerns associated with pedestrian access immediately adjacent to an active railroad</li> <li>– Complex construction logistics due to limited upland access to the site</li> <li>– Incorporation of sea level rise resiliency into design elements</li> <li>– Pedestrian access limitations that require pedestrian bridge crossings at frequent intervals</li> <li>– Accommodation of future track maintenance, including heavy machinery access along the proposed walkway</li> </ul>	<p><b>Contracting party</b> MTA Metro-North Railroad</p> <p><b>Contact name and telephone number</b> David Cuff, +1 212 885 6713</p>
	<p><b>Bridge Park Expansion, Bronx, NY</b></p> <p>Matrix successfully navigated this project's complex environmental factors including the project's proximity to sensitive coastal resources and historic resources, shoreline repair and green infrastructure stormwater management elements, Section 4(f) evaluation, and ROW conversion into a multi-use pathway. In accordance with a Programmatic Agreement between the NYSDOT and FHWA, for this project Matrix prepared consultation packages for historic resources (pursuant to Section 106 of the National Historic Preservation Act), biological resources (pursuant to Section 7 of the Endangered Species Act), and Essential Fish Habitat (pursuant to the Magnuson-Stevens Fishery Conservation and Management Act). Matrix also provided a Section 4(f) evaluation as part of the DAD in adherence with NYSDOT and FHWA environmental review procedures.</p>	<p><b>Contracting party</b> New York City Department of Parks and Recreation (owner) SWA/Balsley (Matrix's direct client)</p> <p><b>Contact name and telephone number</b> Jacob Glazer, SWA/Balsley, +1 646 860 7606</p>



## New Jersey Bike & Walk Coalition (NJBWC) organizational experience



NJBWC, the only state-wide advocacy organization for bicyclists and pedestrians, works for a more livable, equitable and sustainable New Jersey where streets may be safely used and enjoyed by all. They are dedicated to protecting the rights and safety of New Jersey bicyclists and walkers, promoting access to safe streets, trails, and greenways for all users, and connecting communities with smarter active transportation systems.

Their initiatives include policy development, education programs, and advocacy campaigns in support of sustainable active transportation, safe streets for all and equitable access to public spaces for healthy communities. We are supported by a growing list of sponsors who share our goals. The organization is recognized by both the League of American Bicyclists and the Alliance for Biking & Walking as the state bicycle and pedestrian advocacy organization for New Jersey.



**Essex-Hudson Greenway**

© NJBWC

## NJBWC key personnel biography

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**Profession**

Non-profit management

**Labor Category**

Executive Director and Principal

**Joined NJBWC**

2020

**Years of Experience**

25+

**Qualifications**

BA, Pomona College,  
University of Wisconsin

Steering Committee Member,  
NJDOT's Bicycle and  
Pedestrian Resource Center  
(BPAC), 2020-Present

Steering Committee Member,  
New Jersey Department of  
Transportation (NJDOT)  
Strategic Highway Safety  
Plan, 2022 – Present

Steering Committee Member,  
New Jersey Trails Action  
Network International  
(NJ TAN), 2020 -Present

Active Transportation  
Advisory Committee, New  
Jersey Transportation Planning  
Authority, (NJTPA), 2022 -  
Present

Steering Committee Member,  
Vision Zero New Jersey  
Alliance (VZNJA), 2020  
-Present

Member of the Board of  
Directors, September 11th  
National Memorial Trail  
Alliance (911 NMTA), 2020-  
present

Member of the Board of  
Directors, Bike & Walk  
Montclair, 2017 – present and  
previously served as BWM's  
President, 2017-2020

### Debra Kagan

#### Greenway Community Engagement Lead

Debra has over 25 years of professional experience in building strategic partnerships among non-profit, government and private sector organizations with a focus on community engagement, education, and equity.

Debra Kagan has served as the Executive Director of the NJBWC since April of 2020, responsible for all aspects of its operations, policy development, advocacy, and programs. Building on the decade-long advocacy work of NJBWC, she led the outreach and community engagement campaign in support of acquisition by the state of the Essex-Hudson Greenway, across all eight municipalities. This campaign resulted in 13 municipal and county resolutions, over 8,000 individual supporting letters, and 137 organizations signing on in support. She also led the recent public education and outreach campaign for the statewide Safe Passing Law funded by the NJ Division of Highway Traffic Safety.

Debra serves on NJDOT's Bicycle and Pedestrian Resource Center's Steering Committee and NJDOT's Strategic Highway Safety Plan's Steering Committee. She is a founding member and currently serves on the leadership committees of the New Jersey Trails Action Network and the Vision Zero New Jersey Alliance as well as New Jersey Transportation Planning Authority's (NJTPA) Active Transportation Advisory Committee.

She served as the Director for Strategic Partnerships and Programs for the Pearson Foundation responsible for building public-private partnerships and developing community-based programs with a focus on the intersection of equity, education, and technology. For the New York New Jersey Trail Conference, she developed the Lenape Trail Guide helping expand public access to open space. Debra Kagan is currently on the Board of Directors of the 911 National Memorial Trail Alliance and Bike & Walk Montclair (BWM) and previously served as BWM's President.



**Profession**

Community engagement

**Labor Category**

Bi-Lingual Engagement  
Manager

**Joined NJBWC**

2021

**Years of Experience**

15+

**Qualifications**

Master of Public Policy,  
Rutgers University  
MA, Liberal Arts, Rutgers  
University  
Business Administration,  
University of Puerto Rico

### Nieves Pimienta

#### Community Engagement

Nieves Pimienta is a fully bilingual (Spanish) multi-cultural public engagement professional with more than 15 years of experience building and managing partnerships with grassroots organizations and stakeholders at large.

Besides developing advocacy and overall engagement plans to mainstream stakeholders, she specializes on developing and executing outreach and engagement plans to vulnerable, underrepresented, and usually forgotten populations such as the Latinx, BIPOC (Black Indigenous and People of Color), LEP (Low English Proficiency), people with disabilities, and older adult and other segments of the population.

Nieves builds the outreach efforts from the ground up, by identifying cultural brokers and key members in the community often overlooked due to language barrier, limited income, immigration status, technical illiteracy, and cultural and social subtleties. She conducts stakeholders' meetings, qualitative research, focus groups and other engagement initiatives in English and Spanish for various organizations and programs.

Nieves has worked as an ADA (American Disability Act) advocate and trainer through the New Jersey Transportation Independence Program at Rutgers University. In addition to her professional roles, Nieves is actively involved with various volunteer efforts throughout the State of New Jersey.

For the Essex-Hudson Greenway (EHG) Campaign in Northern New Jersey, Nieves managed all communications for the Hispanic and BIPOC communities along the linear park. She also worked closely with community leaders to coordinate in-person and virtual presentations in their own community in English and Spanish, stakeholder input. To mitigate the potential exclusion of minority groups, Nieves identified community involvement gaps and responsible for translating materials into Spanish.



**Profession**

Placemaking,  
Land use planning,  
Transportation engineering

**Labor Category**

Senior Specialist

**Joined NJBWC**

2022

**Years of Experience**

40

**Qualifications**

BEng, Civil Engineering,  
Stevens Institute of  
Technology, 1973

Certificate of Environmental  
Management and Public  
Administration, University of  
Southern California, 1980

Certified New Jersey Public  
Manager Training, 1995-2000

**Gary Toth****Community Engagement**

Gary Toth has 49 years of experience in managing and directing organizations involved with shaping the built form of our communities in a more sustainable, resilient, inclusive, and equitable manner.


During Gary Toth's 34 years (1973 to 2007) at the New Jersey Department of Transportation (NJDOT), Gary was one of the leaders of the national movement to integrate land use and transportation to creating sustainable and walkable communities and streets. He was the leader of the NJFIT: Future in Transportation Program, which provided transportation and planning land use assistance to more than 50 communities. He was co-founder of NJDOT's Context Sensitive Solutions (CSS) Program, including CSS training and Implementation.


He was NJDOT's Project Manager for the preparation of the Smart Transportation Guide, a joint initiative between the DOTs of both Pennsylvania and New Jersey that reoriented transportation to foster community outcomes.

After joining PPS in 2007, Gary added Placemaking as a skillset. He has developed numerous public engagement tools and trainings for PPS, including Streets as Places trainings, Street Typology exercises, and Street Audits. More recently, Gary has expanded his expertise to include engaging underrepresented and vulnerable communities, who often do not respond to modern community engagement. Gary was also one of seven instructors certified to lead the National Highway Institute's Transportation and Land Use Course.





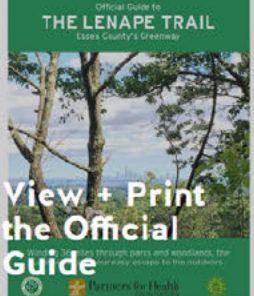
Project name and details	Reference
<div data-bbox="151 331 435 699">  </div> <p data-bbox="443 321 1097 352"><b>Lenape Trail Revitalization Project, Essex County, NJ</b></p> <p data-bbox="443 352 1097 531">This was a project of the New York New Jersey Trail Conference to revitalize the Lenape Trail through Essex County. This 34-mile trail enhances access to nature and open space and connects 19 Essex County Parks with off road and on road paths. The trail started in 1970 and needed rerouting, mapping, and community engagement to activate it.</p> <p data-bbox="443 531 1097 827">Working with the County and multiple park conservancies, NJBWC built a working group to implement signage, rerouting mapping, and public information about the trail. They created a 40 page online Lenape Trail Guide with maps, points of interest and history, the <a href="#">Lenape Trail Guide</a>. This guide is used as a model by the NYNJTC for methods to increase equitable public use and accessibility to outdoor spaces. Working with the Essex County Environmental Center, they designated signage placement and coordinated input from Park conservancies and trail advocates to engage in promotion and programming.</p>	<p data-bbox="1105 321 1466 415"><b>Contracting party</b> New York New Jersey Trail Conference</p> <p data-bbox="1105 426 1466 552"><b>Contact name and telephone number</b> Peter Dolan, [REDACTED]</p>




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The Official Guide to The Lenape Trail is your key to exploring the Lenape Trail and the parks through which it traverses. It includes detailed maps and descriptions of points of interest along the trail. You can view and print the full guide below. In addition, you can download a digital Lenape Trail map through the Avenza Maps app for use on your mobile device. You can also view an interactive map online.



**View + Print the Official Guide**



**Download the Map on Your Mobile Device**



**Plan Your Trip on the Interactive Map**

## Lenape Trail Guide website

© New York-New Jersey Trail Conference



## Biohabitats organizational experience



Since opening its doors in 1982, Biohabitats has helped public and private sector clients throughout North America to improve water quality, increase wildlife habitat, restore degraded ecosystems, and facilitate educational opportunities through planning, ecological assessment, and restoration initiatives that are scientifically sound, realistic to implement and cost-effective to manage. As a firm, they devote their entire practice to ecological restoration, conservation planning, and regenerative design.

Unlike conventional landscape architecture, urban planning, and engineering firms, Biohabitats take the approach that green areas need to first be examined as a catalyst for the conservation, restoration, and regeneration of ecological processes because of all the social and cultural benefits we can derive from our common space rely on this foundation. The firm also believes that urban sites must be born of place, enhance the neighborhood, speak directly to the needs and desires of the local community, and give back in the form of inspiration, education, and happiness. Finally, they believe that all planning and design should be based on whole systems thinking with a living systems emphasis. To implement and communicate these principles, Biohabitats retains a multidisciplinary staff of ecologists, landscape architects, water resource engineers, foresters, arborists, soil scientists, biologists, environmental planners, GIS analysts, and communication specialists. They are proud of the strong relationships built with other practicing professionals and consultants and collaborate regularly with urban planning, landscape architecture, and engineering firms on multifaceted projects.

Biohabitats' experience includes numerous open space and coastal resiliency projects both at the planning level and applied techniques that have been implemented. They use their deep knowledge of local ecosystems to assess their condition on parklands, along greenways, and in communities, which informs conservation and restoration priorities. This blends with our coastal resilience work, which employs a holistic approach to understand how natural assets

will be impacted by climate change but also how they might be leveraged or enhanced to protect communities from the effects of climate change such as sea level rise and storm surge. Their conservation and restoration approaches are rooted in the cultural values of the communities and recreational and public uses of the sites in which they work, which promotes community buy-in and project co-benefits.

Biohabitats has applied this approach to urban greenspace plans and designs across the country to enhance salt marshes, estuarine shorelines, dunes and barrier islands, riparian areas, freshwater wetlands, urban waterfronts, parkland, nature reserve, and recreational lands. In New York's Jamaica Bay watershed, their spatial planning for the transformation of vacant and city-owned lots resulted in a green infrastructure planning tool, the EcoAtlas, which has proven both effective and flexible enough to be used elsewhere. In Philadelphia, Biohabitats' Parkland Management Framework became a model for planning urban park networks, and they have since won contracts with cities that referenced that plan in their RFPs, such as Cleveland Metroparks. In Baltimore, the firm is leading a Greenspace Network Plan that will guide municipal investment on an extended time horizon. On a broader scale, Biohabitats has also been asked to create guidance documents, such as the EcoDistricts Living Infrastructure Guide, which provides information on creating high-performance greenspace in multiple contexts.



**Sawmill Creek Wildlife Management Area, Lyndhurst, NJ**

© Biohabitats





**Profession**

Water resources engineering

**Labor Category**

Technical Specialist Level I

**Joined Biohabitats**

2019

**Years of Experience**

9

**Qualifications**

MESc, Yale University, 2018

BE, Environmental Engineering, Dartmouth College, 2013

BA, Environmental Studies, Dartmouth College, 2012

**Kevin Dahms**

**Ecology**

Kevin is a water resources engineer whose interdisciplinary background in engineering and environmental science led to a passion for incorporating ecological design into stormwater management, urban planning, and coastal resilience initiatives.

Over his nine years of experience, Kevin has applied this approach to a variety of green infrastructure, low-impact development (LID), watershed planning, hydrologic monitoring, and habitat restoration projects. He has led and participated in various phases of project implementation including planning, site investigation, survey, conceptual through final design, construction documents, permitting, construction oversight, operations and maintenance, and stakeholder engagement.

Kevin has extensive experience with project management; site analysis and design; hydrologic and hydraulic monitoring, analysis, and calculations; construction document preparation; construction oversight and inspection; cost estimates; technical report writing; stakeholder engagement and public presentation; and plant identification. He is integrally involved with the Sawmill Creek Wildlife Management Area assessment and habitat restoration projects throughout northern New Jersey and New York Harbor. He is familiar with ArcGIS, AutoCAD, MATLAB, R, and various water sampling and monitoring protocols and equipment.



**Profession**

Restoration ecology

**Labor Category**

Technical Specialist Level III

**Joined Biohabitats**

2011

**Years of Experience**

23

**Qualifications**

MS, Environmental Science in Water Resource Management, Towson University, 2007

BS, Wildlife and Fisheries Management, Minor in Biology, Frostburg State University, 1999

Certified Ecological

Restoration Practitioner, 2019

**Michael Trumbauer, CERP**

**Ecology**




Michael has over 20 years of experience in natural resources assessments, environmental permitting, ecological restoration design, and construction management.

He is an accomplished ecologist with an academic background in terrestrial and aquatic ecology, credentials as a MDNR Qualified Professional, and has performed numerous wetland, forest, and RTE surveys; however, he has focused his professional career on gaining a broad understanding of the physical processes that shape forest, river, and coastal systems and applied this knowledge to enhance the ecological function of restoration designs in urban and rural settings.

Michael performs project management and lead scientist roles for numerous ecological stream/coastal restoration, stream/coastal assessment, and construction management projects for a broad range of clients throughout the Mid-Atlantic and New England states, and was the project manager for FDR park, a project on which WRT was a subconsultant. He has presented papers on topics related to stream and river assessment, fish passage, and sediment transport at both national and regional stream restoration conferences and is a current and active member of the Maryland Stream Restoration Association (MSRA).

## Sub experience/firm references

For more details on and references for Biohabitats' experience with contracts of similar size and scope and with our collaborators, please see Section 7.

	Project name and details	Reference
	<p><b>Sawmill Creek Wildlife Management Area, Lyndhurst, NJ</b></p> <p>The 741-acre Sawmill Creek Wildlife Management Area (WMA) was a thriving tidal marsh; however, 200 years of anthropogenic impacts such as dikes, tide gates and ditches have severely altered and deteriorated ecosystem services such as habitat, carbon sequestration, protection from storms, and water quality improvement.</p> <p>Biohabitats was contracted to provide hydrodynamic and sediment transport modeling services for this phase of the restoration vision. The model will simulate the dynamics within the entire tidal system of the Sawmill Creek WMA. Based on the findings from the assessment, Biohabitats will recommend approaches for ecological restoration. The recommendations will consider climate change and sea level rise so that the site's full ecological and carbon sequestration value can be realized into the future.</p>	<p><b>Contracting party</b> New Jersey Sports and Exposition Authority</p> <p><b>Contact name and telephone number</b> Teresa Doss, [REDACTED]</p>
	<p><b>Freshkills Park, North Park Wetland Restoration and Living Shoreline Design, Staten Island, NY</b></p> <p>Biohabitats helped NYCDPR restore two acres of coastal wetland habitat within Freshkills Park, a site once known as the world's largest landfill. This pilot project, which will guide further wetland restoration in the park by demonstrating successful, cost-effective measures for restoring tidal marsh, was made possible by a grant from the New York Department of State's Office of Coastal, Local Government &amp; Community Sustainability. Biohabitats' transformative salt marsh and coastal habitat restoration design included "living shoreline" stabilization features and ecologically viable wetland habitat and coastal upland grassland.</p>	<p><b>Contracting party</b> New York City's Department of Parks and Recreation (NYCDPR)</p> <p><b>Contact name and telephone number</b> Eloise Hirsh, [REDACTED]</p>
	<p><b>Riverfront Buffalo Outer Harbor Ecological Restoration Design Phase I &amp; II, Buffalo, NY</b></p> <p>Located in the "Outer Harbor" section of Buffalo's waterfront, these phases of the Buffalo Outer Harbor project encompass over 165 acres along the Lake Erie shoreline within a protected harbor, formed by an outer break wall built in the late 19th century. Historically, the Outer Harbor provided deep water port facilities and industrial uses, but the site has been vacant for decades. The site now includes areas where native pioneer vegetation has volunteered, attracting birds and other wildlife. Given the brownfield nature of the site, and the need for soil capping and fencing, much of the site will be left to natural conditions, but the design creates a series of mountain bike, pump track and skills loop/tot tracks and extends an existing Greenway Nature Trail. The design also features a Great Lawn that will provide passive recreation and an outdoor concert space.</p>	<p><b>Contracting party</b> Erie Canal Harbor Development Corporation</p> <p><b>Contact name and telephone number</b> David Stebbins, [REDACTED]</p>



## One Architecture & Urbanism (ONE) experience



ONE is an award-winning New York and Amsterdam-based design and planning firm. Established in 1995, the firm is known for its unique approach in which financial, technical, and organizational issues are addressed and resolved through design. A key area of ONE's expertise is large-scale resilience planning and infrastructure. Under the leadership of founding principal Matthijs Bouw, ONE has been instrumental in the development of complex, multi-actor, planning processes across the globe.

For the past half-decade, ONE has pursued major resilience projects in New York, Boston, Houston, San Francisco, Vancouver, Southeast Asia, and the Netherlands, largely focused on climate adaptation and ranging in scale from the urban and regional planning to individual infrastructural objects. Beyond design-driven, implementable schemes for adaptation, the firm has created frameworks for long-term social and economic resilience through a commitment to local partnerships, community engagement, and thoughtful attention to policy, funding, and local value creation.

In the aftermath of Superstorm Sandy, ONE co-lead with Bjarke Ingels Group the winning team of the 2014 Rebuild by Design competition. The Big U proposal secured over \$500m in CDBG-DR grants, becoming NYC's first major resilience project. Today, ONE continues to lead design development for the East Side (ESCR) and Lower Manhattan (LMCR) components of The BIG U. In recent years, ONE has led urban design, planning, and engagement for numerous resiliency studies and community visioning process in diverse social and physical contexts. These include the East Harlem Resiliency Study and the Financial District/Seaport Climate Resiliency Plan.

ONE approaches stakeholder and community engagement, detailed scenario-driven analysis, concept design, and implementation pathways as mutually informative components of a singular project narrative. As an expert on resilient open space and infrastructure on large teams, ONE brings acute attention to design integration and thoughtful mediation between agencies and constituencies.

The complexity of the challenge we face today – embedding climate change mitigation practices in urban life while planning for adaptation – requires integrated approaches to problem solving and collaborative tools. Design is a key tool to synthesize and communicate both these challenges and the opportunities to improve our cities. Particularly in urban environments, spatializing and visualizing Nature-based solutions is essential to bring green infrastructure together with gray, to build new coalitions of stakeholders, and to grow local capacity and long-term stewardship of natural systems. ONE has pioneered a methodology that uses landscape propositions to articulate the interrelationship and phasing of conservation and development strategies, which has proved an important tool to move concepts and planning initiatives into pilot projects and implementation work, adaptation in urban environments while capturing the diverse ecological, economical and carbon sequestration benefits.



**Resilient Northeastern New Jersey, Map**

© New Jersey Department of Environmental Protection





**Profession**

Architecture and Planning

**Labor Category**

Principal

**Joined ONE**

1995

**Years of Experience**

27

**Qualifications**

MSc, Architecture/Building  
Information Technology,  
Technical University of Delft,  
1995

**Matthijs Bouw**

**Sustainability**

Matthijs Bouw is a Dutch architect and urbanist, the founder of One Architecture, an award-winning Amsterdam and New York-based design and planning firm.

ONE is a global leader in the use of design to conceive and advance climate adaptation and mitigation projects, including Manhattan's coastal protection, and many large-scale nature-based solution projects around the world. He directs the Urban Resilience Certificate Program at the Weitzman School of Design, where he is a Professor of Practice, the McHarg Center fellow for Risk and Resilience and a fellow at the Institute of Urban Research.

The office works on flagship resilience projects in New York, Boston and Houston. A co-leader of the BIG Team that won the Rebuild by Design competition for the flood protection of Manhattan, ONE is currently part of the multi-disciplinary teams executing the first phase of the East Side Coastal Resiliency project for Lower Manhattan, as well as the Financial District/Seaport climate resilience masterplan. In the Netherlands, One are part of the 'Hackable City' team for Buiksloterham, a large scale brownfield redevelopment in Amsterdam-Noord based on the principles of the circular economy, and is currently working on the climate adaptation strategy for the Amsterdam Metropolitan Region and the long-term future of the IJsselmeer.



**Profession**

Planning

**Labor Category**

Associate (II)

**Joined ONE**

2019

**Years of Experience**

10

**Qualifications**

MArch/MS, Urban Planning,  
Columbia University 2014  
RA, State of New York  
Certified, American Institute  
of Certified Planners  
WEDG Associate

**Justine Shapiro-Kline, AIA, AICP, WEDG**

**Sustainability**

Justine's practice prioritizes participatory design and integration of natural systems to support the development of sustainable communities and resilient places.




Justine Shapiro-Kline is an architect and planner with nearly a decade of experience working with communities, public agencies, and organizations on strategic initiatives, revitalization plans, and visioning efforts for adaptation to climate change and its impacts.

At ONE, Justine leads urban design, planning, and research, bringing an integrated and place-based approach to projects including through her current work on Nature-based Solutions for the Mekong Delta, Vietnam (WWF); Improving Urban Resilience St. Vincent & the Grenadines as well as Grenada (World Bank); the Newark 360 Master Plan; and the Geneva Brownfield Opportunity Area Open Space & Connectivity Strategy Planning (Geneva, New York). She is ONE's team lead for work under an On-Call contract with US EPA and a co-editor of the publication Building with Nature: Creating, implementing, and upscaling Nature-based Solutions (ONE & EcoShape; nai010 publishers, 2020).

Justine co-founded and leads the Community Adaptation Learning Exchange, a peer-learning collective focused on advancing climate adaptation efforts at the community level ([communityadaptation.org](https://communityadaptation.org)).

## ONE experience/firm references

For more details on and references for ONE's experience with contracts of similar size and scope and with our collaborators, please see Section 7.

Project name and details	Reference
 <p><b>Resilient Northeastern New Jersey, Jersey City, Newark, Hoboken, and Bayonne, NJ</b></p> <p>Resilient Northeastern New Jersey is a regional resilience partnership aiming to build upon ongoing resilience work and provide a clear roadmap for ensuring long-term social, environmental, and economic vitality by reducing flood risk. The communities of Jersey City, Newark, Hoboken, and Bayonne have experienced flooding during heavy rainstorms, combined sewer overflows, and coastal storms, such as Hurricane Sandy. Flooding is expected to worsen over time as climate change causes more intense rainfall and sea level rise.</p>	<p><b>Contracting party</b> New Jersey Department of Environmental Protection Municipalities of Jersey City, Newark, Hoboken, and Bayonne; Hudson County (owners)</p> <p>Arcadis (ONE's direct client)</p> <p><b>Contact name and telephone number</b> Carly Foster, Arcadis, [REDACTED]</p>
 <p><b>Moakley Park Vision Plan, Boston, MA</b></p> <p>The Moakley Park Vision Plan balances outdoor recreational needs and community gathering spaces for a major park in South Boston, with protection against climate-change impacts such as flooding from increased rainfall and sea-level rise. The plan provides a vision for the programmatic development of the park that ensures a diverse and balanced mix of uses, increases active recreational opportunities, cultural amenities, and safety. At the same time, it will consider how the design of the park can help increase the neighborhood's resilience against coastal flooding and reduce the impact of rainfall on recreational fields.</p>	<p><b>Contracting party</b> Boston Department of Parks and Recreation</p> <p><b>Contact name and telephone number</b> Allison Perlman, [REDACTED]</p>
 <p><b>Rebuild by Design: The Big U, New York, NY</b></p> <p>For the 2014 Rebuild By Design competition initiated by the Obama administration's Hurricane Sandy Rebuilding Task Force, ONE collaborated closely with a large design team to create a proposal for The BIG U – a protective system encircling Lower Manhattan responding to the needs and concerns of the island's diverse communities impacted by Hurricane Sandy.</p>	<p><b>Contracting party</b> US Department of Housing and Urban Development (HUD), Hurricane Sandy Rebuilding Task Force</p> <p><b>Contact name and telephone number</b> Henk Ovink, Special Envoy for International Water Affairs, Kingdom of the Netherlands, [REDACTED]</p>



## HR&A Advisors organizational experience



HR&A Advisors is at the leading edge of a movement to design, operate, program, and fund the development of new and revitalized urban open spaces. HR&A is an economic, real estate, and public policy consultancy with more than four decades of experience contributing to the planning and development of parks, plazas, streetscapes, and other urban spaces. They view these spaces as both public amenities and catalysts of economic development. Their approach helps communities create value by making strategic connections among parks, other civic assets, and privately owned real estate.

HR&A's work products are based in a rigorous initial discussion of the values that are hoped to be enhanced; then move to provide credible quantitative estimates of those values using robust, data-driven analysis; and demonstrate how that new value can be used to fund open space revitalization, programming, and maintenance. They have provided successful visioning and implementation strategies for parks across the US and abroad, drawing on the skills and experience of 100+ full-time employees.

HR&A has served more than 130 proposed and existing urban open spaces, parks, and park systems, including New York City's High Line, Atlanta's BeltLine, Boston's The Lawn On D, London's Queen Elizabeth Olympic Park, Cincinnati's Fountain Square, and the Dallas and Pittsburgh Parks system.

In the initial stages of planning for investment in new parks and reinvestment in existing open spaces, HR&A is frequently called on to collaborate with design firms to suggest an appropriate mix of programming that informs conceptualization of a stack of operating revenue that may include public funds, earned income, contributed income, and economic value capture.

It is particularly important for the health of urban parks to plan for the ongoing operations and maintenance (O&M) of new and existing open space. HR&A's approach to producing a sustainable O&M plan considers three perspectives: organizational vision, park activation, and available funding streams. They partner with their clients to document the current stewardship model, evaluate ongoing capital projects and associated costs, estimate operating costs and revenue strategy, and identify potential structures that could provide ongoing and reliable revenues for park operations. Sources of operating revenue, in turn, inform the development of public-private-civic partnership structures that manage the open spaces. These activities are the core of the HR&A Parks and Open Space Practice.

Investment in civic infrastructure, including parks and open space, has indelible and sometimes unintended impacts on communities. HR&A works with park champions and local advocates to advance equitable development of parks, considering the entire life cycle of the project from planning and design, through construction, operations, and maintenance. Relying on our deep expertise in both economic development and open space implementation, they create equitable development plans that include policy actions and direct investments that can lead to equitable outcomes and prevent or mitigate unintended consequences of new investment in a community.

**Profession**

Planning

**Labor Category**

Principal

**Joined HR&A**

2013

**Years of Experience**

13

**Qualifications**

Master of City Planning,  
Massachusetts Institute of  
Technology, 2009

Bachelor of Economics,  
Minor in French, University of  
Pennsylvania, 2002

### Connie Chung

#### Economic and Community Development

Connie is a leader in HR&A's planning and open space practice where she develops programming, funding, and partnership strategies that enable successful public-private partnerships.

Connie's work guides strategic investments in civic infrastructure and catalyzes signature public realm projects. Her open space practice ranges from the revitalization of existing assets to the introduction of completely new amenities to a community, using market data to ground business planning. In master planning projects, she develops market-supportable programs and implementation plans for complex, large-scale, and mixed-use projects.


Connie was the project manager for the conception and implementation of The Lawn on D, an award-winning outdoor event space in Boston, during its first two seasons; with The Lawn on D, she developed the programming and branding concept, built, and managed a team to oversee the project, and built internal capacity with the owner, which operates The Lawn on D as a net income-generating venture.

Prior to joining HR&A, Connie was Director of Planning at the Alliance for Downtown New York, where she managed its planning efforts district-wide, including the activation of public open spaces in collaboration with commercial property owners and small businesses.


Her past project experience also includes the long-term maintenance strategy for the Atlanta BeltLine, the economic growth plan for the Brickline Greenway (formerly Chouteau Greenway) in St. Louis, Gardens of Golden Gate Park business planning effort in San Francisco, the programming and operations strategy for The Lawn On D in Boston, and the Grand River governance and funding in Michigan.

## HR&A experience/firm references

For more details on HR&A's experience with contracts of similar size and scope and with our collaborators, please see Section 7.

Project name and details	Reference
	<p><b>Atlanta BeltLine Long-term Maintenance Strategy, Atlanta, GA</b></p> <p>HR&amp;A led the development of a long-term maintenance strategy for the Atlanta BeltLine's planned 22-mile mainline Trail, on behalf of Atlanta BeltLine, Inc. (ABI). The BeltLine is one of the nation's most iconic urban greenways. While its completion was recently guaranteed by the passage of a special assessment district that will complement tax increment financing, ensuring the BeltLine's legacy required a sustainable long-term maintenance and funding strategy.</p> <p>HR&amp;A researched and compiled both best practices and existing BeltLine maintenance-related data and developed a long-term maintenance vision and operating budget. In subsequent phases of work, HR&amp;A will advise on potential maintenance funding strategies and related governance issues, including the long-term allocation of roles and responsibilities for ABI and its myriad public and non-profit maintenance partners.</p>
	<p><b>St. Paul River Balcony Programming and Operating Strategy, St. Paul, MN</b></p> <p>In partnership with James Corner Field Operations and on behalf of the Great River Passage Conservancy, HR&amp;A led the development of a programming and operating strategy for the proposed River Balcony project. The project, which is coming out of the Great River Passage Master Plan, will be a signature 1.5-mile promenade that extends along downtown Saint Paul's signature Mississippi River bluff and down to the river.</p> <p>HR&amp;A first led analysis to identify the key audiences the River Balcony would serve, including demographic analysis of key constituencies, to inform the design and programming strategy. Based on the proposed development scenario, HR&amp;A then projected the annual operating costs of the project and identified potential sources of revenue to operate the park. HR&amp;A brought together precedents for partnership and governance, thus providing the Great River Passage Conservancy with the needed information to move forward on operating, programming, and sustaining the River Balcony.</p>



Project name and details	Reference
 <p><b>Origin Park Benefits Case and Impact Analysis, Louisville Metro Region, KY</b></p> <p>The River Heritage Conservancy, which is advancing the design and development of Origin Park in the Louisville metro at the Ohio River Falls, engaged HR&amp;A to develop a benefits case for the park to support upcoming capital fundraising and public financing efforts.</p> <p>HR&amp;A conducted stakeholder engagement and created a bespoke analytical model to quantify impacts of three primary park benefits: economic impact of construction and operations of the park, improvement in equitable outcomes measured in health impacts, and the regional brand benefits as the park makes Southern Indiana a more welcoming place to live, work, and play.</p> <p>The Conservancy has already used this analysis to successfully secure funding for the park; Southern Indiana will receive \$50m (the maximum amount) from the Indiana Regional Economic Acceleration and Development Initiative (READI) grant.</p>	<p><b>Contracting party</b> River Heritage Conservancy</p> <p><b>Contact name and telephone number</b> Scott Martin, [REDACTED]</p>



Essex-Hudson Greenway Governance

## Green Shield Ecology organizational experience



Green Shield Ecology's expertise is restoring and enhancing the ecological services, habitat integrity, biodiversity, and sustainability of urban and suburban lands. The firm does 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 their research include campuses, industrial and urban sites, urban forest fragments, wetlands, and tidal areas. All these sites can have a positive environmental future.

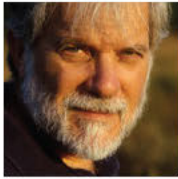
Their ecologists and the certified arborist participating in this New Jersey Department of Environmental Protection work are recognized experts in plant and animal ecology. Green Shield Ecology's professional training is in many aspects of restoration ecology, particularly the dynamics of plant and animal populations and communities and their sustainability in urban and degraded areas. The firm's experience in ecological consulting includes preparing oral and written reports to environmental officials at institutions and government agencies for ecological assessments and planning. Also, they 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.

The firm frames educational initiatives, from public outreach to modern ecological interpretive signage for public areas. In addition, they have organized several workshops on ecological restoration for environmental officers at national meetings of the U.S. Environmental Protection Agency and for environmental institutions.

Green Shield Ecology 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. Mary's in New York), The Riverline in Buffalo, 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). The firm worked on the ecological aspects of a 1,350-acre Orange County Great Park in California (Ken Smith Landscape Architecture and Studio-MLA, design leads).

Their 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. They also shared the 2014 Silver Prize from the Holcim Foundation for Sustainable Construction for design work on Manhattan's waterfront. Green Shield Ecology's 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.





**Profession**

Restoration ecology

**Labor Category**

Principal Ecologist

**Joined Green Shield Ecology**

1989

**Years of Experience**

36

**Qualifications**

PhD, Ecology, Cornell University, 1976

MS, Ecology, Cornell University, 1974

BA, Biology, Columbia University, 1969

Certified Senior Ecologist, Ecological Society of America  
Editor, Ecological Restoration journal

Distinguished Professor of Ecology, Rutgers University, 1985-2022

**Steven Handel, PhD**

**Ecology**

Steve is an experienced urban restoration ecologist with long experience in the New Jersey-New York metro area, with particular interest in improving sustainable plant communities on degraded lands. This helps built ecological services and amenities for urban populations.

Dr. Steven Handel studies the potential to restore native plant communities, adding sustainable ecological services, biodiversity, and amenities to the landscape. He has most recently explored problems of urban and heavily degraded lands. He has a Distinguished Professor of Ecology and Evolution at Rutgers University. And a Visiting Professor of Ecology at Harvard's Graduate School of Design, teaching restoration ecology. Previously, he was a biology professor and director of the Marsh Botanic Garden at Yale University, Visiting Professor at Stockholm University, and Research Scholar at Macquarie University in Sydney, Australia.



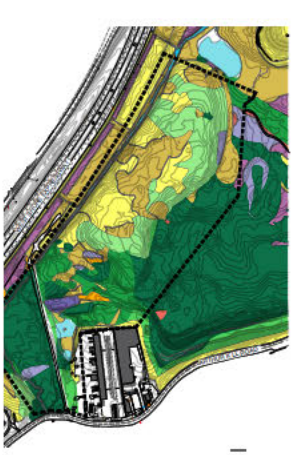
Steven is a Fellow of the Ecological Society of America and is the Editor of the professional journal Ecological Restoration. In 2007, he was elected an Honorary Member of the American Society of Landscape Architects. He received the Society for Ecological Restoration's highest research honor, the Theodore M. Sperry Award, "...for pioneering work in the restoration of urban areas."

He has been on design teams doing ecological restoration in urban areas, including the "Rebuild By Design" competition, Gateway National Recreation Area, Morristown National Historical Park, the Brooklyn Bridge Park, and Fernbank Museum forest in Atlanta. Recognition for this work includes ASLA Honor Awards for Analysis & Planning (2008 and 2009), for Research (2009 and 2015), and for Communications (2015), as well as the AIA National Honor Award in Regional & Urban Design, and the APA National Planning Excellence Award for Innovation in Regional Planning.



## Green Shield Ecology experience/firm references

For more details on Green Shield Ecology's experience with contracts of similar size and scope and with our collaborators, please see Section 7.

	Project name and details	Reference
	<p><b>The Riverline, Buffalo, NY</b></p> <p>The Riverline in Buffalo, NY, designed by W Architecture &amp; Landscape Architecture with Hood Design Studio and Green Shield Ecology, proposes the transformation of the abandoned site of the former DL&amp;W rail corridor into a verdant refuge which opens the successional landscape to the public. The Riverline functions at a neighborhood and city-wide scale, connecting people to nature, water, art, and each other.</p> <p>The ecological work here determined the potential for native plant restoration, the current threats to biodiversity and sustainability, and created plant palettes for diverse landscapes on the site, from wetland swales to meadows and woodlands.</p>	<p><b>Contracting party</b> Western New York Land Conservancy</p> <p><b>Contact name and telephone number</b> Jajeon Rose-Burney, [REDACTED]</p>
	<p><b>Morristown National Historical Park, Morristown, NJ</b></p> <p>This public park has suffered from invasive plant and insect species, heavy deer browsing, and major storm impacts damaging the sustainable, native vegetation. Green Shield Ecology analyzed change in the vegetation structure and the threat from invasive plant and insects and landscape disturbances, recommending restoration steps, including the cost-efficiency of deer fencing. They also tested ways to introduce native plant species to these disturbed lands to build local biodiversity. The National Park Service has supported these park studies for several years and contracted with them for a new study on beech leaf disease, a new killer of this importance tree species.</p>	<p><b>Contracting party</b> US National Park Service</p> <p><b>Contact name and telephone number</b> Robert Masson, +1 [REDACTED]</p>
	<p><b>Freshkills Park, Staten Island, NY</b></p> <p>Green Shield Ecology's staff has designed and installed a large series of demonstration plantings of native species at Freshkills to determine the proper protocols and materials for re-establishing a native woodland on this 2,000-acre coastal site, a large, former landfill. This work was sponsored by the NYC Department of Sanitation and by the National Science Foundation and required collaboration with New York State and City environmental officials, and major engineering management corporations.</p> <p>Green Shield Ecology performed a detailed landscape and ecological analysis of the large urban landfill site being transformed into a public park with many activities. Their team also determined the potential for sustainable native vegetation and cost-effective procedures for improving the vast, 1,400-acre site. The South Park section of the park now under construction.</p>	<p><b>Contracting party</b> New York City Department of Parks and Recreation (owner) Starr Whitehouse (Green Shield Ecology's direct client)</p> <p><b>Contact name and telephone number</b> Stephen Whitehouse, Starr Whitehouse, [REDACTED]</p>

## Toscano Clements Taylor (TCT, W/DBE) organizational experience



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, their 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, they can 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.

## TCT additional personnel biography

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### Profession

Cost estimating

### Labor Category

Senior Cost Estimator

### Joined TCT

2020

### Years of Experience

17

### Qualifications

MS, Civil and Environmental Engineering, Rutgers, The State University of New Jersey

BEng, Civil Engineering, LE College of Engineering, Morbi, India Institute of Technology

Certified Estimating Professional (CEP), AACE International

Project Management Certificate, Middlesex College, 2018

Construction Management Certificate, Middlesex College, 2018

## Himanshu Parmar, CEP

### Cost Estimation

A skilled multi-tasker, Himanshu 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.

With 17 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. 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.

### TCT experience/firm references

For more details on TCT's experience with contracts of similar size and scope and with our collaborators, please see Section 7.

Project name and details	Reference
<b>NJDEP Jersey City Regional Team Resilient NJ Planning, Jersey City, NJ</b> TCT provided cost estimating services on this NJ Resiliency planning project. This included development of a Regional Resilience and Adaptation Action Plan (Action Plan), as well as implementation of planning actions that are identified through development of the Action Plan. Project cost for two phases was \$5,675,000.	<b>Contracting party</b> New Jersey Department of Environmental Protection (owner) Dewberry (TCT's direct client)  <b>Contact name and telephone number</b> Nicholas Saponara, Dewberry, [REDACTED]
<b>Ocean County New Park in Manchester Township, Manchester, NJ</b> TCT provided cost estimating services for the ~215 acre future County Park site located on Rt. 571 in Manchester Township was acquired by The County of Ocean in 2019, from private owners, as well as a donation from the Township of Manchester. The County Park offers both active, and passive recreation in a single park with park amenities, and still letting the geography, ecology, and beauty of the various parks sites to dictate how the parks will fit into the landscape.	<b>Contracting party</b> Ocean Township (owner) Engineering & Land Planning Associates, Inc. (TCT's direct client)  <b>Contact name and telephone number</b> Edward Confair, Engineering & Land Planning Associates, Inc., [REDACTED]
<b>NJDPMC New Visitor Center Washington Crossing State Park, Titusville, NJ</b> Provided cost estimating for the demolition and design of a new 15,000ft <sup>2</sup> visitor center at Washington Crossing Park and will include an auditorium/theater, workspace for the museum staff, gift shop with storage and a climate controlled and secured artifact storage space, a public information area, public restrooms and an employee restroom and a small conference/break room for the museum staff.	<b>Contracting party</b> New Jersey Division of Property Management and Construction (owner) Ikon 5 Architects (TCT's direct client)  <b>Contact name and telephone number</b> Arvind Tikku, Ikon 5 Architects, [REDACTED]



## Page Ayres Cowley Architects (WBE, DBE pending) organizational experience

### PACA

PAGE AYRES COWLEY ARCHITECTURE, LLC

Page Ayres Cowley Architecture, LLC (PACA) (WBE), is a full-service architectural firm providing historical preservation expertise. PACA specializes in the design, adaptive re-use, and restoration of historic buildings, and is structured around a multi-disciplinary approach. PACA has extensive experience with the interpretation of regulatory requirements and their impact on historic structures, working in collaboration with many of NYC public and private agencies involved in administering those regulations, including Landmarks Preservation Commission, Friends of the Upper East Side, Landmark West, and The New York Landmarks Conservancy.

PACA is currently working on the 149th Street Station ADA historic headhouse restoration, as well as the 8 Stations Dyckman Street Station ADA upgrade with STV. Because so much of the firm's work involves the rehabilitation and preservation of cultural heritage properties, the firm has developed special expertise in related disciplines, including architectural conservation, contextual new construction, adaptive re-use, additions to existing buildings, master planning, LEED project design, and historic interiors and textile conservation.

To supplement the design and restoration experience, the firm also offers other skills including building research, historic materials testing, building documentation (HABS/HAER), condition survey and assessment, historic structure reports, interpretation of historic and cultural sites, federal state and local agency submissions and review, and design guidelines. PACA has a strong relationship with SHPO and is listed on the State Register of pre-qualified professionals as a reputable firm that works on listed properties.

Almost every project has some aspect of research and building technology, documentation and recording associated with it; and although PACA does not focus on a specific building type, they are specialized in working with aged and deteriorated structures. PACA's work on landmarked and National Register structures and sites and existing building stock is extensive and varied. The firm performs all sorts of tasks, from preliminary survey, Historic Structures

Reports (HSR), feasibility, and conditions assessments through to construction and completed projects. They have been successful in obtaining Statements of "No Adverse Impact" for the State Historic Preservation Office (SHPO) as well as streamlined the review process by identifying potential factors that may not be accepted by the State.

PACA has successfully provided this type of service in a variety of contracts. These include the current ongoing 149th Street Grand Concourse ADA upgrade and station rehabilitation, as well as the 8 Stations ADA upgrade program for Dyckman Street Station and the Borough Hall ADA upgrade and station rehabilitation. They have successfully secured the SHPO approval for all three projects. As a subconsultant to Arup, the firm also completed a decade-long project to incorporate the 1889 Corbin Building and adapt the structure as part of the new Fulton Center. For this component of the project, their firm served as the architect of record as well as the SHPO coordinator and historic preservation architect.



Fulton Center, Corbin Building

© Wade Zimmerman

## PACA additional personnel biography

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**Profession**  
Architecture

**Labor Category**  
Project Manager Level I

**Joined PACA**  
2001

**Years of Experience**  
23

**Qualifications**  
MS, Historic Preservation,  
University of Pennsylvania,  
2004  
BArch, University of Buffalo,  
2001  
Associate AIA

### **Gustavo Carrera, Associate AIA**

#### **Historic Architecture**

Gustavo is currently working on the Master Plan and Modernization at Newark Penn Station focusing on the proposed restoration and rehabilitation of the station's historic character defining elements.

Gustavo Carrera has worked on all aspects of historic preservation and coordinated with clients the visualization required to bring a project from conception to realization.

Gustavo brings with him extensive experience and knowledge in the fields of Architecture and Historic Preservation. With over 23 years working on Landmarked buildings and sites, he has produced detailed drawings documenting structures, such as the Corbin Building, and has written several Historic Structures Reports (HSR).

His current projects include Phase II Restoration of the historic Weir McGovern Greenhouse at the Green-Wood Cemetery, the documentation façade reconstruction and adaptive re-use restoration of two 1830s vernacular buildings at 321 and 323 Canal Street, the ongoing Master Plan implementation at the Belnord, as well as the documentation and HSR of the Billiou-Stillwell- Perine House in Historic Richmond Town, Staten Island.






**Newark Penn Station, 2015**

© Tony King



## PACA experience/firm references

For more details on PACA's experience with contracts of similar size and scope and with our collaborators, please see Section 7.

Project name and details	Reference
 <p data-bbox="443 499 1105 783">© Wade Zimmerman</p>	<p data-bbox="443 499 1105 783"><b>Fulton Center, Corbin Building Adaptive Reuse and Rehabilitation, New York, NY</b> PACA, as a subconsultant to Arup, worked on the exterior restoration and interior rehabilitation of the historic Corbin Building. The project involved its integration to the new Fulton Street Transit Center, preliminary designation, HABS certification, and full documentation, along with SHPO approvals and construction phase services.</p> <p data-bbox="1130 499 1461 783"><b>Contracting party</b> New York City Transit (NYCT), MTA Construction and Design (C&amp;D) (owner) Arup (PACA's direct client)</p> <p data-bbox="1130 678 1461 783"><b>Contact name and telephone number</b> Brian Liona, [REDACTED]</p>
 <p data-bbox="443 814 1105 1119">© MTA/Patrick Cashin</p>	<p data-bbox="443 814 1105 1129"><b>Brooklyn Borough Hall Station ADA Upgrade and Station Rehabilitation, Brooklyn, NY</b> PACA is the historic preservation architect for the new installation of three ADA elevators for the bridging documents to 30%. The work involves the interior rehabilitation and restoration of the historic station, as well as coordination of three new ADA elevators. Deliverables included a set of design drawings and a Performance Design Criteria Manual. Historic preservation services were also included for submission to New York State Historic Preservation Office for approval. Production of PRDC was also undertaken to meet the new requirements set forth by the Agency.</p> <p data-bbox="1130 814 1461 1129"><b>Contracting party</b> NYCT MTA C&amp;D</p> <p data-bbox="1130 898 1461 1129"><b>Contact name and telephone number</b> Bhargav Shah, [REDACTED]</p>
 <p data-bbox="443 1150 1105 1486">© MTA/Patrick Cashin</p>	<p data-bbox="443 1150 1105 1486"><b>Dyckman Station ADA Upgrades, New York, NY</b> PACA worked on the design development of the bridging documents to 100% for the upgrade at eight stations. For the Dyckman Street Station, they are developing an addition to the exterior of the historic station for a new passenger elevator. The firm is providing support to the team as Designer of Record and Historic Preservationist. PACA is now tasked with 100% design documents and construction phase services, as well as the pursuit of SHPO approval for the project. The station is a listed National Registered Property and required agency approvals.</p> <p data-bbox="1130 1150 1461 1486"><b>Contracting party</b> MTA C&amp;D</p> <p data-bbox="1130 1245 1461 1486"><b>Contact name and telephone number</b> Andrew Gennaro, [REDACTED]</p>



## Trust for Public Land (TPL) organizational experience



The Trust for Public Land works with local governments and school districts to restore and create parks, playgrounds, and trails. With unparalleled expertise in community organizing, participatory design, project coordination, and construction management, they can perform a variety of tasks, including the following:

**Coordinate community participation:** The Trust for Public Land forges partnerships among government agencies, civic leaders, nonprofits, neighborhood organizations, local businesses, and foundations to develop park and open space projects with broad community input and support.

**Lead a participatory design process:** We solicit the viewpoints of all stakeholders for projects ranging from playgrounds designed by students, parents, administrators, and neighborhood volunteers to large parks created with the involvement of multiple stakeholders and thousands of residents. We engage landscape architects to work with the community throughout the process.

**Restore sites to a usable condition:** Their experts analyze a site's existing conditions—including environmental contamination and need for remediation, existing features to be retained or removed, and potential for protecting or restoring natural features.

**Manage construction:** After a plan is finalized, The Trust for Public Land issues a request for bids, selects the construction contractor, and then oversees the construction and installation of the park's features and equipment. Once the park or playground is complete, they celebrate the opening with our partners and turn the key back over to the owner of the property.

**Ensure permanent stewardship:** In planning a park, the organization works with partners to make sure the new park is well-maintained and well-used. They may provide training in various aspects of operating, maintaining, and programming a park, including working with the community to develop a friends group for the park.

Costs per site vary depending on the type of equipment and amenities installed and the size and scope of the project. Their work may be funded through grants, individual and corporate contributions, or contracts with public agencies. In some cases, they can support projects through funds raised locally or nationally.

The Trust for Public Land's advantage in developing parks includes a track record of building hundreds of playgrounds and community parks in cities of all sizes, as well as environmentally sensitive park design, incorporating natural elements and native plants, repurposed and recycled materials, and stormwater drainage.



The 606, Chicago, IL

© Arup

## TPL additional personnel biography

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**Profession**

Urban planning

**Labor Category**

Director

**Joined TPL**

2009

**Years of Experience**

40

**Qualifications**

BA, Economics, University of Illinois at Champaign-Urbana, 1983

MRP, Urban Planning, Cornell University, 1995

Member, American Institute of Certified Planners

### Scott Dvorak

#### Economic and Community Development

For the past 13 years, Scott has overseen TPL's park development program in New Jersey, which has a deep history of community engagement before, during, and after a project is constructed.



Scott Dvorak is an Associate Vice President and the New Jersey State Director at Trust for Public Land (TPL.) In that role, Scott leads all aspects of delivering on TPL's mission to connect everyone to the outdoors. The organization has been conserving land and building parks and playgrounds across the state for 40 years. Partnering with municipalities, as well as with regional and neighborhood organizations, TPL raises philanthropic funds, writes grants, and then engages with the community and future park users to design the new park. The organization oversees the design development and construction of the facility and create a legacy by supporting the community to establish "friends of" groups at all their parks.

In doing this work for over a decade in New Jersey, Scott has established relationships with State of New Jersey offices, County governments, and several municipal governments. In addition, Scott has participated in the conservation, planning, and park profession in New Jersey all those years. TPL is committed to equity and inclusion and seeks to have everyone in New Jersey live within a 10-minute walk or roll to a well-designed, well-maintained park or open space. TPL's approach to park and open space design is that it is community driven and that it delivers on the many co-benefits that greenspaces and trails can deliver: connecting people as an alternate location for transportation, green infrastructure to mitigate flooding, a location for tree canopy to mitigate heat island impact in our urban areas, a place to recreate and improve physical activity, a place of mental respite, a place to build community.



### ***Trust for Public Land experience/firm references***

For more details on TPL's experience with contracts of similar size and scope and with our collaborators, please see Section 7.

Project name and details	Reference
 <p data-bbox="444 495 802 522"><b>Newark Riverfront Park, Newark, NJ</b></p> <p data-bbox="444 527 1092 909">Newark had been disconnected from its river for several decades. Native Americans once fished and hunted along the Passaic River. European settlers founded a settlement that grew into an industrial innovator and job creator. The river was the source of and focus of all early settlement along it, until the industrial era declined. The river was then walled off from the rest of the city by a wall of chain link fencing and contaminated post-industrial vacant lands. In the early 2000s, Newarkers decided it was time to take their river back. The City of Newark asked Trust for Public Land to join Essex County and the Ironbound Community Corporation to engage the community to design and build the first park in Newark on the Passaic River – and first public access to the river in decades on seven acres of publicly owned land in the Ironbound neighborhood.</p> <p data-bbox="444 919 1092 1089">TPL managed the hiring of the landscape architect, engineers, environmental consultant, permitting expeditors, and construction contractors to build out the entire seven acres. We engaged the community early and deeply so that the new space to reflect the desires of the community, people who had been dreaming of this day for many decades.</p>	<p data-bbox="1130 495 1300 522"><b>Contracting party</b></p> <p data-bbox="1130 527 1425 697">TPL signed a partnership agreement with the City of Newark to perform their scope of work and to continue to fundraising to support the cost of the project.</p> <p data-bbox="1130 722 1300 777"><b>Contact name and telephone number</b></p> <p data-bbox="1130 781 1425 953">Damon Rich, City of Newark Department of Economic and Housing Development, Office of Planning, [REDACTED]</p>
 <p data-bbox="444 1121 651 1148"><b>The 606, Chicago, IL</b></p> <p data-bbox="444 1152 1092 1291">The 606 takes Chicago's legacy of great parks to new heights. The 606 has the elevated Bloomingdale Trail as its centerpiece, connected to six neighborhood parks at ground level, a wheel-friendly event plaza, an observatory, art installations, educational programming, and other amenities.</p> <p data-bbox="444 1302 1092 1413">The 606 is a public/private partnership between the City of Chicago, the Chicago Park District, and The Trust for Public Land. The Trust for Public Land is the lead private partner on The 606, and the project manager on behalf of the Chicago Park District.</p>	<p data-bbox="1130 1121 1300 1148"><b>Contracting party</b></p> <p data-bbox="1130 1152 1425 1207">City of Chicago, Department of Transportation</p> <p data-bbox="1130 1232 1300 1287"><b>Contact name and telephone number</b></p> <p data-bbox="1130 1291 1300 1346">Moir Kent, [REDACTED]</p>



## Open Space Institute (OSI) organizational experience



### OPEN SPACE INSTITUTE

For nearly 50 years, OSI has protected land throughout the Eastern US, producing results that support clean air and water; provide new and more welcoming places for diverse people to experience the wonders of nature in parks and open space; secure critical wildlife habitat; and combat climate change while curbing its devastating effects.

OSI has successfully protected over 2.3 million acres of land by providing on-the-ground expertise, an ability to fund and guide complex land acquisitions, and housing a deep understanding of policy opportunities and solutions. Their work is directed by a consistent conservation strategy that emphasizes permanent protection on a landscape-level scale.

A major milestone in a decades-long effort, OSI achieved the acquisition of nine miles of former rail property in northern New Jersey to create a multi-use greenway spanning Essex and Hudson Counties, the single largest conservation investment in state history.

As a longtime leader in the protection of recreational open space and the expansion of parks, OSI is committed to making protected land more welcoming to the public, making the outdoors more accessible for all. Great parks and trails offer sanctuary in our busy lives, are vital recreational, cultural, and economic destinations, and help foster the next generation of environmental stewards.

To date, OSI has raised over \$30m in private capital to complete two dozen improvement projects, leveraging over \$100m in public funding, at some of New York, New Jersey and South Carolina's most treasured public lands and most visited state parks. They recently released Open Spaces for All, a research report two years in the making, which identifies structural and societal barriers that prevent people from fully enjoying and accessing public parks, open spaces, and other outdoor amenities. OSI champions increased public investment, raise private dollars to leverage that investment and brings know-how to make parks and trails engaging for visitors.



Essex-Hudson Greenway Framework Plan, Ecology Typologies

© MNLA

**Profession**

Real estate

**Labor Category**

Vice President,  
Northeast Land

**Joined OSI**

2016

**Years of Experience**

27

**Qualifications**

BA, English, George  
Washington University, 1991  
MA, TESOL, Columbia  
University, 2021

### **Dene Hofheinz Lee**

#### **Economic and Community Development**

Dene will advise on planning for the acquisition of parcels adjacent to the Greenway, ensuring connectivity to existing and potential trail corridors to enhance the network, and real property opportunities and constraints, drawing on her existing knowledge to provide continuity in understanding.

Dene directs OSI's Northeast Land Protection program. With close to 30 years of conservation expertise, she structures and completes acquisitions that create and enhance public open space across the Eastern US, with a specialty in linear greenway parks.

In this capacity, she originated and built OSI's Greenway Trails acquisition program that focuses on rail line acquisitions for parks and economic development. She structured and closed on the \$65m acquisition of 9 miles of rail-line (the Greenway) that traverses the two most densely populated counties in New Jersey. In addition, in 2021 she closed on the purchase of the 9-mile Schunemunk Rail Trail in Orange County, NY, which will ultimately provide green mobility between the Harriman Trail Station in Harriman NY and the Salisbury Mills Station in Cornwall, NY.

Along with her rail trail portfolio, she directed, initiated, and executed over 30 conservation transactions in 2021 and 2022, protecting more than 3,000 acres of land and representing almost \$100m in FMV. From 2016 to 2020, she deployed a \$15m capital fund to structure and execute large landscape scale transactions protecting over 11,000 acres from Florida to Upstate New York, focusing on capital retention, income generation and mission relevance.

She leads a team of six staff members and manages a transaction budget, which in 2022 was over \$75m. Her broad range of real estate experience includes negotiation, valuation, and project and public finance.



### ***OSI experience/firm references***

For more details on OSI's experience with contracts of similar size and scope and with our collaborators, please see Section 7.

<b>Project name and details</b>	<b>Reference</b>
<p><b>Lake Minnewaska Visitor Center, Minnewaska State Park Preserve, Gardiner, NY</b></p> <p>Opened in 2020, Minnewaska State Park Preserve's new \$6.1m visitor was developed in public-private partnership with the Open Space Institute. OSI provided over \$3m in funding and led the design and development for the 5,400ft<sup>2</sup>, as well as all interior furnishing, exhibits, and interpretation. The OSI-led and funded architectural design, completed by BSKS, was recently the recipient of the 2022 AIA New York State Excelsior Award of Honor.</p> <p>The project provides an essential space immersed within its environment, fulfilling the needs of park visitors, personnel, and educational programs. The center acts as visitors' first point of entry to the preserve, houses administrative offices, supports exhibits related to the local environment, and accommodates indoor and outdoor educational programs. Design goals included creating a sustainable building, integrating the building with the natural surroundings, and creating flexible space to allow for evolving programs over time.</p>	<p><b>Contracting party</b> New York State Office of Parks, Recreation &amp; Historic Preservation; Palisades Interstate Parks Commission</p> <p><b>Contact name and telephone number</b> Tom Alworth, [REDACTED]</p>
<p><b>Wallkill Valley and Ontario &amp; Western Rail Trails, Ulster County, NY</b></p> <p>OSI is underway with a major effort to improve and expand rail trails in Ulster County, on sections of the Wallkill Valley (WVRT) and Ontario &amp; Western (O&amp;W) Rail Trails. On March 16, 2022, the Ulster County Legislature voted to award OSI \$2.1m in American Rescue Plan Act funds for three rail trail improvement projects, with OSI utilizing private support to provide \$95,000+ of project management services. The three newly funded projects touch eight community centers and will provide enhanced access to the scenic views along the Wallkill River, Rondout Creek, and Shawangunk Mountains.</p>	<p><b>Contracting party</b> Ulster County, NY</p> <p><b>Contact name and telephone number</b> Nathan Litwin, [REDACTED]</p>
<p><b>Jones Beach Master Plan, Wantagh, NY</b></p> <p>OSI undertook the Jones Beach Revitalization Plan to promote the restoration and transformation of one of New York's most beloved state parks. In commemoration of Jones Beach's 85th anniversary, the Revitalization Plan focus on restoring historic and aesthetic grandeur, strengthening storm resiliency, expanding recreational opportunities, and streamlining park entry, all to improve economic development and increase visitation to the park. Completed by OSI consultants Beyer Blinder Belle, with a landscape architect, the master plan guided \$65m in capital improvement projects funded primarily through the NY Works initiative.</p>	<p><b>Contracting party</b> New York State Office of Parks, Recreation &amp; Historic Preservation</p> <p><b>Contact name and telephone number</b> Erik Kulleseid, [REDACTED]</p>



Project name and details	Reference
<p><b>Black River State Park and Water Trail Conceptual Master Plan, SC</b></p> <p>This summer, OSI together with the South Carolina Department of Parks, Recreation and Tourism (SCPRT), and community partners announced the release of the community-driven Black River Water Trail and Park Network Master Plan, furthering a multi-year collaborative effort aimed at reconnecting residents of Williamsburg and Georgetown Counties to the State Scenic Black River, providing flood mitigation for riverside communities, and boosting tourism.</p> <p>The master plan is designed around the new Black River Initiative, a 70-mile-long riverine network of 12 local, state, and private parks connected by a recreational water trail along the river between the towns of Kingstree and Georgetown. The new park network includes South Carolina’s first new state park in nearly 20 years, the state’s first-ever riverine park, and the first state park in this majority Black region of the state. The process generated public comments from 1,500+ people.</p>	<p><b>Contracting party</b> South Carolina Department of Parks, Recreation and Tourism (SCPRT), Williamsburg and Georgetown Counties; Kingstree and Andrews Townships</p> <p><b>Contact name and telephone number</b> Paul McCormack, South Carolina State Park Service, [REDACTED]</p>
<p><b>Fahnestock State Park Planning and Improvements, Putnam County, NY</b></p> <p>Over the past eight years, OSI has led a major public-private partnership to increase public access and improve accessibility at Fahnestock. OSI has raised more than \$9m and undertaken trail improvements, signage upgrades, safety enhancements, and new public amenities. OSI’s multi-phase Fahnestock Improvement Plan include the creation of the new Big Woods Trailhead and 25-car parking area, a second new trailhead and 15-car parking area that provides direct access to the Appalachian Trail; and the installation of park entry and wayfinding signage.</p>	<p><b>Contracting party</b> New York State Office of Parks, Recreation &amp; Historic Preservation</p> <p><b>Contact name and telephone number</b> Linda Cooper, [REDACTED]</p>



**Black River State Park and Water Trail with Kayaks**

© Dana Beach, OSI



## New Jersey Institute of Technology (NJIT) organizational experience



The New Jersey Institute of Technology (NJIT) is one of the nation's leading polytechnic universities. Located in Newark, NJ, NJIT offers 120 programs in six specialized schools and is home to more than 11,400 students from over 100 countries. The Center for Community Systems is a university research center located in NJIT's Hillier College of Architecture and Design.

The mission of the Center for Community Systems is to be a resource and conduit for creating thriving, sustainable, and resilient communities. It is a strategic

platform that connects innovative planners, engineers, environmental scientists, social scientists, architects, and economists with government, industry, and community organizations to solve complex problems. The Center for Community Systems designs, develops, and deploys technical assistance, tools, resources, and educational and engagement programs to communities to improve environmental conditions, spur economic development, and advance social equity (the triple bottom line).

### *NJIT additional personnel biography*

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**Profession**

Environmental planning/  
community engagement and  
education

**Labor Category**

Executive Director

**Joined NJIT**

2005

**Years of Experience**

38

**Qualifications**

PhD, Urban Systems, New  
Jersey Institute of Technology,  
2012

MS, Civil Engineering, New  
Jersey Institute of Technology,  
1989

BS, Environmental Planning  
and Design, Rutgers  
University, 1984

### **Colette Santasieri, PhD**

#### **Economic and community development**

Colette has extensive experience and expertise in the planning and design of sustainable and resilient communities, properties, and civil infrastructure systems, and in educating elected officials, stakeholders, and the public on various urban, infrastructure, environmental, and regulatory topics.


Dr. Santasieri is the Executive Director of NJIT's Center for Community Systems – a center whose mission is to be a resource and conduit for creating thriving, sustainable, and resilient communities. She also serves as Executive Director of the NJ Brownfields Assistance Center @ NJIT, Executive Director of the NJIT Technical Assistance to Brownfield Communities Program, and Executive Director of the NJIT Technical Assistance for Resilience Program.

A major component of the aforementioned Centers and Programs is stakeholder and community engagement and education. Dr. Santasieri designs and conducts seminars, workshops, webinars, and boot camps aimed at educating stakeholders on various technical and regulatory issues, and emerging topics of interest. She also designs and conducts workshops for the purposes of garnering community input regarding community revitalization and redevelopment projects – focusing on identifying community needs, community assets, and creating community visions for development. Through her technical assistance programs, she has engaged with and educated representatives from hundreds of communities throughout the US.

Dr. Santasieri conducted a TEDx Talk on the role brownfields redevelopment can play in creating resilient communities.

## NJIT experience/firm references

For more details on NJIT's experience with contracts of similar size and scope and with our collaborators, please see Section 7.

Project name and details	Reference
 <p><b>NJIT TAB</b> Technical Assistance to Brownfield Communities</p> <p>NJIT provides free technical assistance to state, regional, county, tribal, and local government entities and nonprofit organizations in EA Regions 2 (NY, NJ, PR &amp; VI) interested in learning about, identifying, assessing, cleaning up, and redeveloping brownfield sites.</p> <p><b>NJIT TAB's wide range of assistance includes:</b></p> <ul style="list-style-type: none"> <li>Assessing your brownfield</li> <li>Developing brownfield redevelopment strategies</li> <li>Guidance on brownfield funding opportunities</li> <li>Guidance on regulatory programs</li> <li>Regulatory and cleanup assistance</li> <li>Help with consultant selection</li> <li>Interpretation of technical reports and data</li> <li>Development of brownfield inventories</li> <li>Design and conduct of community engagement programs</li> <li>Identified obstacles and solutions</li> </ul> <p><b>AND MUCH MORE!</b></p> <p>We tailor our assistance to fit your needs.</p> <p><b>NJIT TAB Leadership Team</b></p> <p>Carrie Sampson, CEO Carrie.Sampson@njit.edu 201-261-5000</p> <p>Mark Young Mark.Young@njit.edu 201-261-5000</p> <p>Contact Us tab@njit.edu</p> <p>Visit our website www.njit.edu/tab</p>	<p><b>Technical Assistance to Brownfields Communities Program, USEPA Region 2, NJ, NY, PR, and USVI</b></p> <p>For 15 years, EPA has awarded NJIT \$7m in grants provided technical assistance, training, and education to state, regional, county, tribal, and local government, and nonprofits attempting to revitalize their communities by redeveloping former industrial and commercial, contaminated properties. NJIT has been the EPA TAB provider in four regions, which has included thousands of communities in 22 states, numerous tribal nations, the District of Columbia, 2 US territories.</p> <p>NJIT is currently the TAB provider in Region 2. A major component of NJIT TAB Program involves stakeholder engagement and education. NJIT TAB designs and conducts seminars, workshops, webinars, and boot camps aimed at educating stakeholders on various technical and regulatory issues, and emerging topics of interest. NJIT TAB also designs and conducts workshops for the purposes of garnering community input regarding community revitalization and redevelopment projects – focusing on identifying community needs, community assets, and creating community visions for development.</p>
 <p><b>NJ Brownfields Assistance Center @ NJIT</b></p> <p>New Jersey Institute of Technology</p>	<p><b>NJ Brownfields Assistance Center @ NJIT, NJ</b></p> <p>The NJ Brownfields Assistance Center @ NJIT is the first-of-its-kind center that solely focuses on and serves New Jersey's communities. This Center educates and engages communities about community revitalization through the redevelopment of former, contaminated industrial and commercial properties.</p> <p>The Center provides free "help desk" assistance and guidance to any NJ county or municipal government and nonprofit challenged with navigating the cleanup and redevelopment processes, and it develops tools and resources for both the public and private sector, including developers, consultants, and other brownfield practitioners.</p> <p>The Center creates and conducts webinars, boot camps, and workshops on topics related to transforming brownfields into community assets. One such community workshop is titled "Connecting the Dots: Using a Greenway to Catalyze Brownfields Reuse". The brownfield sites adjacent to the Essex-Hudson Greenway is the focus of this workshop.</p>
<p><b>Contracting party</b> United States Environmental Protection Agency (USEPA)</p> <p><b>Contact name and telephone number</b> Sadira Robles, [REDACTED]</p>	<p><b>Contracting party</b> New Jersey Economic Development Authority</p> <p><b>Contact name and telephone number</b> Elizabeth Limbric, [REDACTED]</p>



Project name and details	Reference
<div data-bbox="151 331 435 535" data-label="Image"> </div> <p data-bbox="443 331 1097 556"> <b>Airport City Newark, NJ</b>            With four consecutive grants from the Prudential Foundation, NJIT and its Airport City Newark (ACN) coalition has successfully raised awareness among neighborhoods, communities, institutions, and governments to catalyze a planned expansion at Newark Liberty International Airport and a planned opening of a rail station to encourage economic development to benefit the city's historically under-served South Ward and its 60,000 residents.         </p> <p data-bbox="443 569 1097 856">           A major focus of NJIT's efforts is community outreach across many subject areas to harness the potential of Newark's airport in improving the quality of life in Newark's South Ward. NJIT is educating the community on issues of economic development, environmental conditions, transportation improvements, and master planning. NJIT's efforts have led to the strengthening of the community's voice in advocating for better integration between the city and the airport at a critical moment when the City of Newark revisits its Master Plan, and the Port Authority commences a long-range vision plan for Newark Airport.         </p>	<p data-bbox="1130 331 1349 384"> <b>Contracting party</b>            Prudential Foundation         </p> <p data-bbox="1130 411 1305 527"> <b>Contact name and telephone number</b>            Maryan Newbury,            [REDACTED]         </p>

## 4. Location

## Section 4:

### Location

Arup's work on the LSP and Greenway projects will take place at 499 Thornall Street, Edison, NJ.

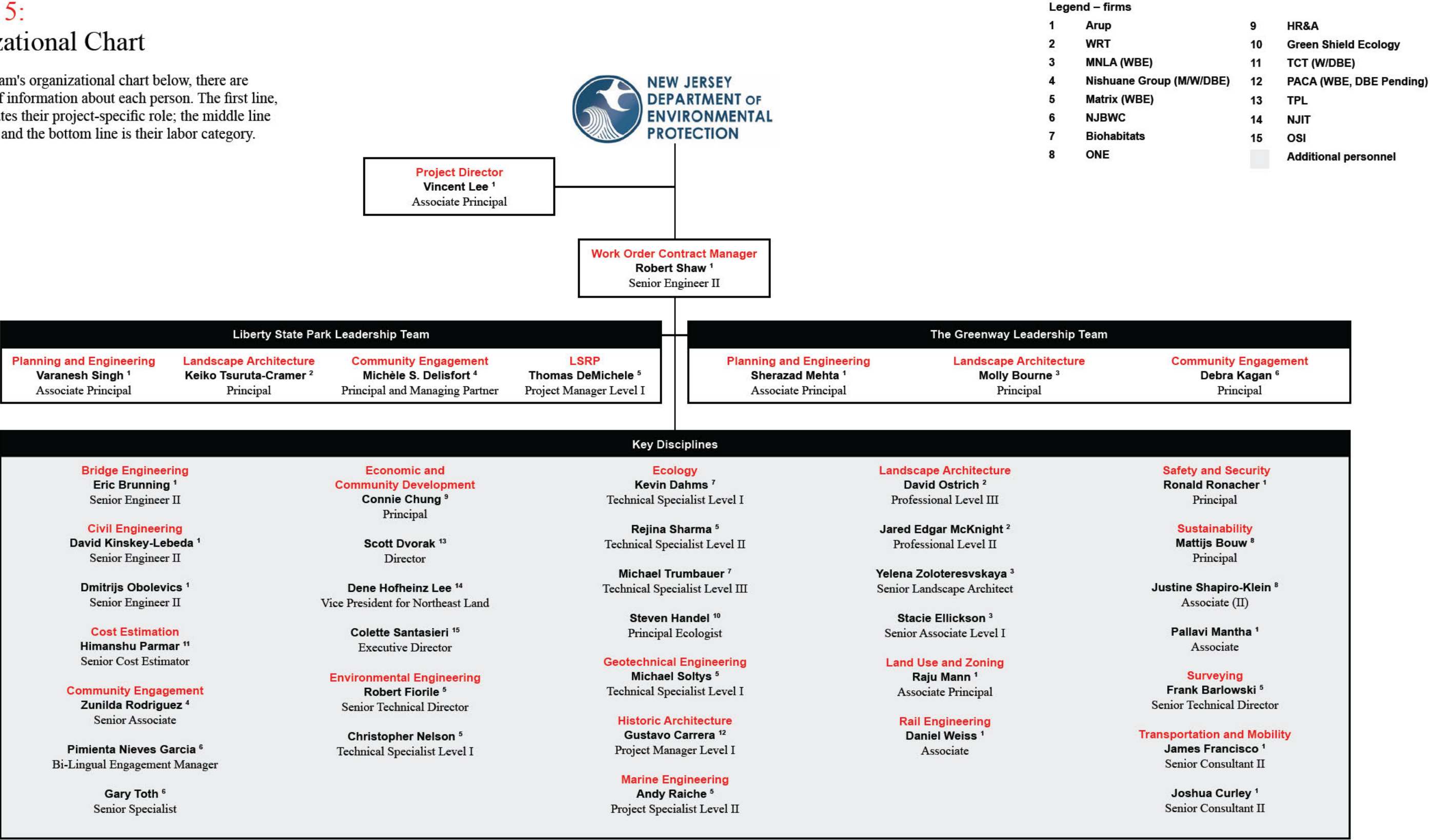
The point of contact for both projects will be Vincent Lee, who is reachable by phone at [REDACTED].



## 5. Organizational Chart

Section 5:  
Organizational Chart

In the Arup team's organizational chart below, there are three pieces of information about each person. The first line, in red text, states their project-specific role; the middle line is their name; and the bottom line is their labor category.



## 6. Resumes



## Section 6:

# Resumes

Please see the following pages for the resumes of the management, supervisory, and key staff from the Arup team for the LSP and Greenway projects.



## Vincent Lee

Vincent has collaborated closely with his clients to find creative and context-sensitive solutions while still achieving high performance objectives of the project.

Vincent Lee is an Associate Principal in Arup's New York office with a wide range of experience in sustainable site development, green infrastructure, and water management. While serving as project manager and lead design engineer on several high-profile multidisciplinary projects worldwide, Vincent offers his clients a comprehensive understanding of delivering sustainable and resilient infrastructure while overcoming a diversity of complex and context-sensitive challenges.

From project inception to construction, Vincent's experience spans the globe enabling him to apply international best practice to all projects. He has a comprehensive understanding of sustainable infrastructure systems for water, energy, transport, and waste. His expertise has evolved from the merging of his skills in civil engineering, water resources and sustainability, where he has provided a total water management solution to projects at all levels of planning and design. His primary focus areas include green infrastructure, water sensitive design, flood risk management, water resource planning, water demand forecasting, water reuse strategies and wastewater treatment planning.

### Project experience

#### Essex-Hudson Greenway Framework Plan, Newark to Montclair, NJ

The Essex-Hudson Greenway project aims to transform the Old Boonton rail line into a nine-mile-long public greenspace and shared-use path, extending from Newark to Montclair. Along its length, the corridor traverses over or under thirty bridges, including two bridges over navigable waterways. Arup supported the framework plan for the greenway with civil and bridge engineering studies for the corridor. Our work included developing stormwater management strategies for the corridor and an assessment of 30 bridges along the corridor to outline potential upgrades needed to convert them into a pedestrian greenway.

*Beginning and ending dates:* 2020-2021

*Relevance of individual's work:* As the Arup Project Director working on the MNLA-led team, Vincent has the prior knowledge of the stormwater management strategies required to make the Greenway a resilient community asset, as well as the working relationship with MNLA, to quickly bring the master plan and design for the Greenway into reality.

*Reference:* Open Space Institute | 291 Hudson Avenue, Albany, NY 12210 | Peter Karis | [REDACTED]

#### Project role

Project Director

#### Labor category

Associate Principal

#### Profession

Civil Engineering

#### Current position

Associate Principal

#### Joined Arup

2006

#### Years of experience

24

#### Qualifications

MS, Civil Engineering, New Jersey Institute of Technology, 2022

BS, Civil Engineering, Minor in Environmental Engineering, Pennsylvania State University, 1998

PE, States of New Jersey, Illinois, New York, Ohio, and Texas

LEED Accredited Professional

ISI ENV SP

Programme for Sustainability Leadership, University of Cambridge, 2011

Smart Cities Programme, University College London, 2014

Resilience in Urban Systems Program, Massachusetts Institute of Technology, 2018

#### Professional associations

Member, American Society of Civil Engineers (ASCE), 2004-Present

Member, U.S. Green Building Council (USGBC), 2006-Present

Member, International Water Association (IWA), 2008-Present

Member, New York Water Environment Association (NYWEA), 2012-Present

### Newark 360, Newark NJ

Arup worked closely with WRT to deliver the Newark360 Master Plan – a vanguard master plan focused on the health, equity, and wellbeing of city residents. Our role was to complete the access and mobility and infrastructure components of the master plan. Equity, health, and wellbeing were put in focus through the analysis of stormwater, energy, broadband, and natural infrastructure.

*Beginning and ending dates:* 2021-present (expected completion 2023)

*Relevance of individual's work:* Vincent served as the Utilities and Critical Infrastructure Lead on the WRT team, which also include One Architecture for Environment and Sustainability services. His experience on these technical areas and working with our key team members will allow the Arup team for Liberty State Park to quickly mobilize and collaborate on the master plan and design work.

*Reference:* Newark Office of Planning and Zoning | Room 112 City Hall, 920 Broad Street, Newark, NJ 07102 | Christopher A. Watson | [REDACTED]

### Mulberry Commons, Newark, NJ

Mulberry Commons is part of a transformational development to revitalize downtown Newark and provide public destination for both citizens and visitors of Newark. The project transformed 3.6 acres of asphalt concrete parking lot into an urban green space with event plaza, playground, grass hills and garden. Arup contributed to the creation of a welcoming public space for Newark residents and visitors that reduces stormwater runoff and pollution from the site.

*Beginning and ending dates:* 2016- 2019

*Relevance of individual's work:* As Engineer of Record for the site/civil design for the transformation of a surface parking lots into a public park and mixed-used developments, Vincent can provide knowledge on stormwater runoff treatment and reduction strategies, such as rain gardens and underground detention systems, for the Greenway to meet municipal and state regulatory requirements.

*Reference:* Newark Community Economic Development Corporation | 111 Mulberry Street, Market Street Suite LL, Newark, NJ 07102 | Dosso Kassmou | [REDACTED]

### NYCEDC Hunter's Point South, Phase 2, Long Island City, NY

Arup led the revitalization of an abandoned industrial area into an 11- acre continuous waterfront park. The park integrates new infrastructure, landscape, and architectural designs and features green spaces, playgrounds, dog parks, a waterside promenade and jogging loop, exercise equipment, and an overlook. Our collaborative design process and inclusion of green infrastructure solutions transformed the former industrial site into a resilient park that the community can enjoy.

*Beginning and ending dates:* 2014-2019

*Relevance of individual's work:* Vincent was the Engineer-of-Record for the infrastructure design (stormwater management) of Hunter's Point South. He was also involved at the conceptual stage of the project and participated in workshops and stakeholder engagement to determine the applicable sustainable strategies for the development. This experience has given Vincent practical knowledge on how to incorporate the feedback of diverse communities and stakeholders into the design of a climate resilient public space to be enjoyed by locals and visitors, which he can impart on the Liberty State Park and Greenway project team.

*Reference:* New York City Economic Development Corporation | One Liberty Plaza, 165 Broadway, New York, NY 10006 | Kathryn Prybylski | [REDACTED]





## Robert Shaw

Robert has been involved in many aspects of engineering, including office-based design, RFI management and site investigation.

Robert Shaw is a Civil Engineer in Arup's New York office. With 15 years of experience, he has worked on a variety of civil engineering and infrastructure projects, from masterplanning to construction documents and administration. His specialties include site, utility, and drainage design.

Prior to joining Arup, Robert worked as a civil engineer in New Jersey. There, he prepared designs for brownfield redevelopments and the realignment of a NJ TRANSIT rail spur. He performed site analysis, including property, utility, and waterway studies, and supervised field crews during stormwater system CCTV inspection. In addition, he created grading plans for various site alternatives and designed the layout of a landfill gas containment system.

Robert is proficient in several engineering software applications including AutoCAD, Civil 3D, Hydro flow, FAARFIELD, MicroStation, Inroads, Adobe Illustrator, Hydra flow Hydrographs, Hydra flow, Autodesk Storm and Sanitary Analysis and Vehicle Tracking.

### Project role

Work Order Contract Manager

### Labor category

Senior Engineer II

### Profession

Civil Engineer

### Current position

Senior Engineer

### Joined Arup

2007

### Years of experience

15

### Qualifications

BS, Civil Engineering, Columbia University, New York, 2005

MS, Civil Engineering, Columbia University, New York, 2012

PE, States of New Jersey and New York

OSHA 10-Hour Training, Construction Industry

### Professional associations

Member, American Society of Civil Engineers (ASCE)

### Project experience

#### Mulberry Commons, Newark, NJ

Mulberry Commons is part of a transformational development to revitalize downtown Newark and provide public destination for both citizens and visitors of Newark. The project transformed 3.6 acres of asphalt concrete parking lot into an urban green space with event plaza, playground, grass hills and garden. Arup contributed to the creation of a welcoming public space for Newark residents and visitors that reduces stormwater runoff and pollution from the site.

*Beginning and ending dates:* 2016-2019

*Relevance of individual's work:* Rob was the Lead Engineer, supervising grading, paving, utility, and stormwater design. He acted as Deputy Project Manager and main point with the client of contact for day-to-day project operations, from design into construction phase services. This responsibility for consistent contact with the client will help Rob to quickly respond to any Liberty State Park or Greenway-related needs and requests from NJDEP.

*Reference:* Newark Community Economic Development Corporation | 111 Mulberry Street, Market Street Suite LL, Newark, NJ 07102 | Dosso Kassimou |

#### Delta JFKIAT Terminal 4 Redevelopment Project, JFK Airport, Jamaica, NY

Arup is leading the expansion of Terminal 4 for Delta Air Lines. The projects, which has been developed in various phases since 2008, will lead to the consolidation of Delta's operations from three terminals into one. Arup was the

lead civil engineer for the Phase 1 Terminal 4 Concourse B Extension, Terminal 4 Bus Gate, Terminal 3 Demolition, Terminal 3 Civil Reinstatement, Phase 2.5 Terminal 4 Concourse A Expansion and other miscellaneous packages.

*Beginning and ending dates:* 2008-present

*Relevance of individual's work:* Robert started on Phase 1 of this project as a junior engineer in 2008, and has worked on various phases in various roles in the years since. Currently acting as the Civil Engineer of Record for the Phase 2.5 expansion, Robert is responsible for site-wide civil engineering, design, and implementation for both airside and landside work. In this role, Rob gained experience with interfacing with the leads of several other disciplines within Arup and on the larger design team. He can apply these communication skills to liaising with the Liberty State Park and Greenway leadership team members to ensure the right disciplines and people are involved in the projects and/or tasks as they are initiated by NJDEP.

*Reference:* Delta Air Lines | Bulova Corporate Center, 75-20 Astoria Blvd., Suite 230, East Elmhurst, NY 11370 | George Guillaume | [REDACTED]

### Newark-Liberty International Airport, UPS Air Gateway, Newark, NJ

To make way for the Newark Liberty Airport Terminal A Redevelopment, United Parcel Service (UPS) constructed a new facility in the North Area of Newark-Liberty International Airport (EWR) to transfer cargo between their aircraft and fleet of tractor trailers and package vans. Arup was the lead civil engineer for the design of site geometry, security fencing, pavement, utilities, and stormwater management systems to support the operations of 400 employees in an office and warehouse environment.

*Beginning and ending dates:* 2017-2020

*Relevance of individual's work:* Rob was the Deputy Project Manager and Lead Civil Engineer for the preparation of construction documents for the construction of a new, six-gate "Air Gateway" for UPS. Due to the accelerated nature of the project, Arup worked directly with NJ DEP to get the Stormwater and Flood Hazard Area permits approved. This client-facing role contributes to his experience liaison directly with client and being nimble, which will be required when interfacing with NJDEP on tasks related to both Liberty State Park and Greenway.

*Reference:* United Parcel Service | 55 Glenlake Parkway NE, Atlanta, GA 30328 | James Gray | + [REDACTED]

### Governor Mario M. Cuomo Bridge, Shared-Use Path, Tarrytown, NY

The original design for connecting the Governor Mario M. Cuomo Bridge shared-use path to nearby communities was initially met with opposition by local stakeholders. The New NY Bridge (NNYB) team, led by the New York State Thruway Authority, asked Arup to provide planning, design, and engineering services, as well as project management, to help see their entire team through a new round of concept development, of which the final two alternatives went through an environmental assessment. Over the course of two years, Arup helped the NNYB project team understand issues related to the bridge's bicycle and pedestrian facilities, landscaping, lighting, and signage, among others that had raised community concerns. As a result, Arup developed new concepts that achieved the project's goals while also responding to community concerns.

*Beginning and ending dates:* 2011-2020

*Relevance of individual's work:* Rob led the alignment and grading design for construction of the Shared-Use Path bridge. As part of his responsibilities, he also developed options for presentation to the contractor and local authorities. His ability to communicate design options to stakeholders will be helpful to NJDEP as they work with Rob to achieve buy-in from Liberty State Park and the Greenway's affected communities and impacted constituents.

*Reference:* New York State Thruway Authority | 200 Southern Boulevard, Albany, NY 12209 | John Kowalski (former NYSTA Commercial Manager) | [REDACTED]



## Varanesh Singh

Varanesh's strength lies in his ability to apply advanced analytical techniques to support challenging planning and policy initiatives.

Varanesh is an Associate Principal at Arup with 23 years' experience leading transportation teams. His focus combines areas of transportation planning and engineering with a concentration in multi-modal network design. He has worked on projects ranging from district master plans to corridor planning, and from freight mobility studies to terminal landside access plans.

Varanesh's unique experience allows him to manage complex multidisciplinary projects, allowing him to solve challenging technical problems, while ensuring the planning process is respectful of the needs of the client, the community, and elected officials. He speaks regularly at conferences and is regarded as an expert in his field by his peers.

He previously served as Arup's Transportation Planning Skills Leader for the Americas region and continues to work with all regional offices to ensure they are applying best practices techniques to achieve the best possible outcomes for our clients. Varanesh is sought after by clients for his deep technical expertise, personable nature, and ability to distill complex information for diverse audiences. He is a trusted advisor to his clients with long term repeat assignments.

### Project experience

#### Newark 360, Newark NJ

Arup worked with WRT to deliver the Newark360 Master Plan – a vanguard master plan focused on the health, equity, and wellbeing of city residents. Our role was to complete the access and mobility and infrastructure components of the master plan. Equity, health, and wellbeing were focused upon through the analysis of stormwater, energy, broadband, and natural infrastructure.

*Beginning and ending dates:* 2021-present (expected completion 2023)

*Relevance of individual's work:* As the Arup Project Manager and Transportation and Circulation Lead on the Newark 360 Master Plan, Varanesh will continue to build on his working relationship with WRT to develop transportation and circulation elements of the Liberty State Park master plan and ensure designs work to meet the varying needs of the diverse Jersey City and other surrounding communities.

*Reference:* Newark Office of Planning and Zoning | Room 112 City Hall, 920 Broad Street, Newark, NJ 07102 | Christopher A. Watson | [REDACTED]

#### NYCEDC Governors Island Transportation Study, New York, NY

Arup worked closely with NYC Economic Development Corporation and the Trust for Governors Island to develop a freight and passenger accessibility plan

#### Project role

Liberty State Park Planning and Engineering Lead

#### Labor category

Associate Principal

#### Profession

Transport Engineering

#### Current position

Associate Principal

#### Joined Arup

1999

#### Years of experience

23

#### Qualifications

BS, Civil Engineering (with distinction), University of Alberta, 1998

PE, States of California and New York

#### Professional associations

Member, Institute of Transportation Engineers (ITE)

#### Committees

The National Academies, Transportation Research Board (TRB), Committees:

AP045 Passenger Intermodal Facilities (Friend)

AT015, Freight Transportation Planning & Logistics (Friend)

AT025 Standing Committee on Urban Freight Transportation (Friend)

AV050 Airport Terminals and Ground Access (Friend)



for Governors Island. The accessibility plan fits into a broader strategy that seeks to bring new development and land uses to transition the island from a summer destination to a year-round activity center. The Arup team evaluated strategies for both cross-harbor travel and on-island circulation that support the proposed office and academic development. The work tasks included a review of worldwide precedents, development of a sophisticated custom-built passenger and freight demand model, a screening evaluation of alternative transportation access modes, freight facility recommendations, site circulation evaluation, and island access to and from the greater New York region.

*Beginning and ending dates:* February-October 2017

*Relevance of individual's work:* As the Project Manager, Varanesh led a team of transport planners and engineers in developing passenger and freight demand models, freight facility analysis, and site circulation evaluation. Varanesh could lead similar types of planning and analyses for Liberty State Park, as needed, to make it more accessible to members of the community as more of the space is remediated and developed for a wider array of recreational uses.

*Reference:* New York City Economic Development Corporation | One Liberty Plaza, 165 Broadway, New York, NY 10006 | Andrew Genn | [REDACTED]

### **Newark-Liberty International Airport, Terminal A Transportation Engineering Support Services, Newark, NJ**

As a part of the Port Authority of New York and New Jersey's On-Call Traffic Engineering and Planning Services contract, Arup was selected to deliver landside planning, wayfinding, traffic analysis and construction administration services to support the implementation of the complex road network associated with the new Terminal A at Newark International Airport. We are leading a team focused on global best practice research to design a world class frontage that embraces the changing face of mobility and allow passengers to connect seamlessly with all vehicular modes, including transportation network companies, such as Uber and Lyft. Arup has supported this project with Port Authority for over ten years, starting with the development of a Vissim model during the pre-Stage I planning period all the way through to the Stage IV implementation process. Arup is providing a highly skilled in-house team delivering a range of services for the redevelopment program, from planning through to construction administration.

*Beginning and ending dates:* 2018-present

*Relevance of individual's work:* Varanesh is the Project Manager, managing a team of up to 10 full-time equivalents who provide input to agency leaders, engineering staff, and contractors. His involvement from the early project stages and ability to lead a multidisciplinary team interfacing with Port Authority members and contractors will allow him to successfully guide the Liberty State Park planning team in collaborating with NJDEP and other authorities having jurisdiction in developing and implement the master plan.

*Reference:* Port Authority of New York and New Jersey | 4 World Trade Center, 150 Greenwich Street, New York, NY 10007 | Rizwan Baig | [REDACTED]

### **NJ TRANSIT Site Planning and Transit Analysis Task Order Contract, Jersey City, NJ**

Arup was one of two firms providing on-call consulting services for station area planning work. For our primary task order work on the reintroduction of bus operations to a transit mall, our planners tested proposed bus movements within the mall and considered new security measures; improved amenities for bus passengers, pedestrians, and cyclists; and other public realm enhancements to create a more user-friendly space with enhanced connections to the surrounding modes.

*Beginning and ending dates:* 2010-2012

*Relevance of individual's work:* As Project Manager for the Exchange Place bus reinstatement assignment, Varanesh can apply similar improvements to the transport and movement to and around Liberty State Park to promote multi-modal connectivity along this part of the Hudson River waterfront in Jersey City.

*Reference:* NJ TRANSIT | 1 Penn Plaza East, Newark, NJ 07105 | Louis Millan | [REDACTED]

**Project role**

Liberty State Park Landscape  
Architecture Lead

**Labor category**

Principal

**Profession**

Landscape Architecture

**Current position**

Principal

**Joined WRT**

2004

**Years of experience**

19

**Qualifications**

Master of Landscape Architecture,  
University of Pennsylvania, 2003

Master of Architecture & Civil  
Engineering, Shibaura Institute of  
Technology, Tokyo, Japan

Bachelor of Engineering  
(Architecture), Shibaura Institute of  
Technology, Tokyo, Japan

SCI-ARC Summer Studio,  
International Institute of  
Architecture, Vico Morcote,  
Switzerland

Urban Design Forum Fellow

**Professional associations**

American Society of Landscape  
Architects

Landscape Architecture Foundation  
- Board of Directors

The Council of Landscape  
Architectural Registration Boards  
Certification

Design Advocate Group | Equity  
Design Committee

## Keiko Tsuruta Cramer

Keiko uses her interdisciplinary training to provide a unique perspective and focused on transforming urban landscape and public spaces.

Keiko is a Principal at WRT with two decades of experience working on both urban design and landscape architecture projects. With degrees in landscape architecture, architecture, and engineering, Keiko uses her interdisciplinary training to provide a unique perspective and focused on transforming urban landscape and public spaces. Keiko currently leads WRT's Landscape Architecture practice in the Philadelphia office.

Her projects have included the 2017 Ruby Bruner Award Gold medalist for Urban Excellence SteelStacks Art & Cultural Campus in Bethlehem, PA, the ASLA award-winning Georgetown Waterfront Park, Crystal City: A Placemaking Framework in Crystal City, VA, Trinity River Vision Master Plan and Design Guideline in Dallas, TX, Principal Riverwalk in Des Moines, IA, and FOP Public Realm Vision, Philadelphia, PA for which she is project landscape architect. In addition, Keiko maintains her architectural license in Japan, and has worked on numerous projects abroad including the Daiichi Mutual Life Insurance Office Landscape in Kanagawa, Japan, and SCBD Urban Vision Development in Jakarta, Indonesia.

**Project experience****FDR Park Plan, Philadelphia, PA**

WRT completed the FDR Park Plan: A Resilient Vision for a Historic Park. Working with the Fairmount Park Conservancy and Philadelphia Parks and Recreation the master plan offers a once in a generation opportunity to reimagine a historic Olmsted Park to serve 21<sup>st</sup> century Philadelphians.

This plan leverages the power of parks to provide access to recreational opportunities, spur local economies, and protect Philadelphia from climate change. It presents an ecologically resilient, community-supported vision for the future of FDR Park and positions it as a critical piece of civic and public health infrastructure.

*Beginning and ending dates:* 2019-2022

*Relevance of individual's work:* Keiko led the team in innovatively conceptualizing the park design, managing client relationships, while also leading the QA/QC of the final plan document.

*Reference:* Philadelphia Parks & Recreation | 1515 Arch Street #10,  
Philadelphia, PA 19102 | Katherine Ott-Lovell | [REDACTED]

### Cleveland Harbor Eastern Embayment Resilience Study (CHEERS), Cleveland, OH

WRT, led by Keiko as the Principal in Charge, developed the Cleveland Harbor Eastern Embayment Resilience Study (CHEERS)—to address the physical, ecological, and social resilience of the Eastern Lake Erie shoreline. This study provides greater public access, connecting residents in underserved neighborhoods to their lakefront, and ensures the long-term sustainability and resilience of the lakeshore.

Impacts of climate change required the plan to account for dynamic conditions over the next decades providing strategies to allow the shoreline to adapt and preserve habitat for critical species while creating a buffer that protects the shore from future storm events.

*Beginning and ending dates:* 2021-2022

*Relevance of individual's work:* Keiko led the team in innovatively conceptualizing the park design, managing client relationships, while also leading the QA/QC of the final plan document.

*Reference:* Cleveland Metroparks | 4101 Fulton Parkway, Cleveland, OH 44144 | Kelly Coffman | [REDACTED]

### Georgetown Waterfront Park, Washington, DC

Georgetown Waterfront Park is a 10-acre national park that represents a 40-year effort to transform the Georgetown waterfront from an obsolete industrial site into a signature civic space meeting both national and local community aspirations. WRT was the lead design firm through a 9-year, two-phased implementation process involving numerous public meetings, fundraising, and coordination with District and federal agencies.

The design aimed to express the confluence of a historic wharf environment with the garden-oriented townscape that defines Georgetown. This layered approach led to the creation of sectionalized spaces dividing the park into garden rooms, like divisions in a ship's hull, framed by wide walkways extending the street grid to the waterfront. Overlooks afford wide river views and the opportunity to track the site's history through imagery etched onto tilted granite displays. A wide promenade links the garden rooms to the water's edge, where railings were eschewed in favor of planting to dramatize the notion of a waterside garden.

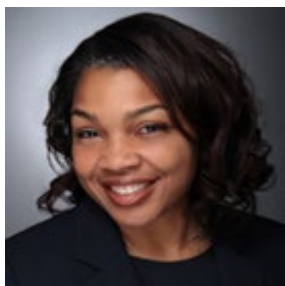
The design respects the site's historic importance, enables the community to engage with the waterfront, addresses site sustainability, and enlivens a space that languished for decades.

*Beginning and ending dates:* 2009-2019

*Relevance of individual's work:* Keiko led the design to reimagine the site and concept.

*Reference:* NER-Acquisition Philadelphia Office, National Park Association | 200 Chestnut Street, 3<sup>rd</sup> Floor, Philadelphia, PA 19106 | John Parsons | [REDACTED]





## Michèle S. Delisfort

Michèle has extensive interwoven experience in urban planning, academia, and policy and is a fully engaged practitioner, community leader, and public servant.

Since 2007, Michèle has served as the Principal and Managing Partner at Nishuane Group, LLC, an urban planning consultancy firm based in Montclair, NJ. Michèle's diverse background has been instrumental in allowing Nishuane Group to reshape the landscapes of several municipalities within New Jersey's urban core. She has been pivotal in providing municipalities with the technical expertise required to shape planning and development policies while enhancing their physical landscape and socio-economic conditions.

Michèle launched her career as a Transportation Coordinator for the Port Authority of NY & NJ. Subsequently, she managed the Newark-based Capacity Building Program and the Americorps Program for the Local Initiatives Support Corporation (LISC). Later, she joined the City of East Orange as the Manager of Comprehensive Planning, where she oversaw the long-term planning initiatives, managed land use Boards, and the redevelopment planning process.

An accomplished Urban Planner, Michèle has combined her work experience with her passion for serving the community, starting in her hometown of Union, NJ. After serving on the Union Township Planning Board for eight years as commissioner and Vice Chairperson, she was elected to the Township Committee in 2016, then Mayor of the Township in 2019. Today, the seasoned official continues to lead committee meetings where she recommends, reviews, and adopts policies, legislation, and the fiscal budget. Collaborating with administrators, citizens, business owners, other officials, and various agencies, Michèle gains support on legislative, fiscal, and developmental priorities for the Township of Union.

### Project experience

#### City of East Orange Parks Master Plan, East Orange, NJ

The City of East Orange sought to develop a comprehensive assessment of its aging park system, towards implementation of a program of physical rehabilitation and programming that was more responsive to the needs of its changing resident population.

*Beginning and ending dates:* 2017-2018

*Relevance of individual's work:* Conducted in-depth research, analyzed existing conditions, and explored national trends and concepts in park and open space/recreational development that could be utilized and take root in East Orange.

*Reference:* City of East Orange | 44 City Hall Plaza, East Orange, NJ 07018 | Tiffany L. Harris-Delaney | [REDACTED]

#### Project role

Liberty State Park Community Engagement Lead

#### Labor category

Principal

#### Profession

Urban Planning

#### Current position

Principal and Managing Partner

#### Joined Nishuane Group

2007

#### Years of experience

26

#### Qualifications

MS, City Regional Planning, concentration in Housing & Development, Rutgers University

BA, Political Science, Rutgers University

American Institute of Certified Planners (AICP)

NJ Licensed Professional Planner (PP)

#### Professional associations

American Planning Association (APA)

### **Bloomfield Avenue Complete Corridor Plan, Montclair, Glen Ridge, Bloomfield, and Verona, NJ**

Bloomfield Avenue, one of the busiest corridors in Essex County, traverses through the towns of Montclair, Glen Ridge, Bloomfield, and Verona. The corridor presents very specific issues as it goes through each town. To address these challenges, specific intersections and sections of the corridor were identified in each town for study and development of measures to address the concerns.

*Beginning and ending dates:* 2013-2014

*Relevance of individual's work:* Conducted a variety of outreach and engagement activities with diverse cohorts, members of local government and grassroots organizations in each of the participating communities.

*Reference:* NJ TRANSIT | 1 Penn Plaza E, Newark, NJ 07105 | Tom Schulze | [REDACTED]

### **Maplewood Township, Irvington Avenue Study, NJ**

As part of the Together North Jersey Initiative, Maplewood Township proposed the development of a plan to revitalize one of its key commercial corridors, which was characterized by a high rate of vacancy and a general lack of identity.

*Beginning and ending dates:* 2013-2014

*Relevance of individual's work:* Conducted several outreach and engagement sessions in which stakeholders provided their vision for the future of the corridor

*Reference:* NJ TRANSIT | 1 Penn Plaza E, Newark, NJ 07105 | Tom Schulze | [REDACTED]

### **City of Orange Master Plan, Orange, NJ**

The City of Orange was experiencing significant changes to its development patterns that were not reflected in the old master plan, which it was operating from since 2006. Additionally, the City's population, diverse with a range of socio-economic backgrounds, provided a challenge in public outreach and engagement.

*Beginning and ending dates:* 2017-2018

*Relevance of individual's work:* Design community engagement efforts on the development of the master plan to encourage active participation and gave all key constituencies an opportunity to have meaningful impact in the planning process during public meetings. Nishuane Group provided special workshops, surveys and virtual opportunities for public engagement.

*Reference:* City of Orange | 29 North Day Street, Orange, NJ 07050 | Laquana Best | [REDACTED]

### **City of Plainfield Masterplan, Plainsfield, NJ**

The City of Plainfield has among its many assets, two active train stations, both of which provide a one-seat ride into Manhattan, New York City. These stations have attracted significant development interest over the past several years, with the City seeing one of its largest development booms in recent time. A major focus of the City's master plan was to manage this development and ensure its seamless integration into all aspects of Plainfield community, while fully leveraging this transportation asset.

*Beginning and ending dates:* 2019-2020

*Relevance of individual's work:* Design community engagement efforts on the development of the master plan to encourage active participation and gave all key constituencies an opportunity to have meaningful impact in the planning process during public meetings. Nishuane Group provided special workshops, surveys, and virtual opportunities for public engagement.

*Reference:* City of Plainsfield | 44 City Hall Plaza, East Orange, NJ 07019 | Valerie Jackson | [REDACTED]



**Project role**

LSRP Lead

**Labor category**

Project Manager Level I

**Profession**

Environmental

**Current position**

Senior Project Manager

**Joined Matrix**

2000

**Years of experience**

32

**Qualifications**

BS, Biology, Maxwell Becton  
College of Liberal Arts, Fairleigh  
Dickinson University, 1988  
NJDEP Licensed Site Remediation  
Professional, No. 576002, 2012  
NJDEP Certified UST Subsurface  
Evaluation and Closure, #0009989 -  
1992

## Thomas DeMichele, LSRP

Thomas is a Licensed Site Remediation Professional (LSRP) with over 32 years of experience in environmental investigation and remediation services.

His experience includes planning and directing soil, surface water, groundwater, and bedrock investigations for environmental projects, and oversight of underground storage tank (UST) and aboveground storage tank (AST) decommissioning in accordance with federal, state, and local regulations.

Well-versed in complex environmental and engineering programs requiring detailed cost-control programs and multidisciplinary staffing, his investigative experience includes environmental characterization studies relative to hazardous waste screenings, preliminary assessments (Phase I), site investigations (Phase II), remedial investigations and feasibility studies (Phase III), UST/AST investigations, and environmental impact statements (EIS). Thomas is licensed by the State of New Jersey as a subsurface evaluator and closure specialist for UST services.

### Project experience

#### 429 Delancy Associates, Former Engelhard Corporation Facility, Newark, NJ

Licensed Site Remediation Professional (LSRP) responsible for remedial activities associated with the purchase and development of a former precious metals refining facility that was previously investigated and remediated under the Industrial Site Recovery Act. Due diligence activities included the preparation of a Phase I Environmental Site Assessment Report (ASTM 1527E-05) and Preliminary Assessment Report (NJDEP's Technical Requirements for Site Remediation), and site investigation and remedial investigation activities to verify previous investigation and determine future construction impacts.

Additional activities included the preparation of a Remedial Action Work Plan, which included a proposal to reuse contaminated soils on-site. Matrix assisted with the subdivision of the property, enabling the sale and redevelopment of the western portion of the property. Redevelopment activities included full time oversight of contractors to ensure compliance with the approved soil reuse plan and specifications, review, and acceptance of more than 100,00 cubic yards of clean fill material, and the development of a Beneficial Use Determination (BUD) for the reuse of onsite concrete.

Matrix evaluated two historic CEAs for compliance with current Groundwater Quality Standards, both of which were removed from the property. During the assessment of the CEAs, Matrix recognized that Historic Fill Material (HFM) had impacted groundwater and a sitewide groundwater CEA was established for historic fill material impacts.

*Beginning and ending dates: 2007-present*



*Relevance of individual's work:* Thomas was instrumental in moving this project forward for redevelopment. He was successful in completing a sitewide groundwater CEA and the acceptance of a Beneficial Use Determination for the reuse of onsite concrete.

*Reference:* Summit Associates | 110 Fieldcrest Avenue, Raritan Plaza I, Raritan Center, Edison, NJ 08837 | John Viscelgia | [REDACTED]

### Soil & Water Investigation/Remediation at Former Unidynamics Facility, Roseland, NJ

Project Manager and LSRP for investigation and remediation of soil and groundwater at a former industrial facility located in Roseland, NJ. Contaminants of concern associated with the site include chlorinated solvents trichloroethene (TCE), tetrachloroethylene (PCE), petroleum hydrocarbons, and polychlorinated biphenyls (PCBs). Prior investigation of the Site included assessment of potential soil gas/vapor intrusion issues of the existing facility and offsite adjacent residential homes, remedial investigation of on-site areas of concern and groundwater, development of a site-specific impact to groundwater soil screening levels, and development of a cleanup plan for both soils and groundwater.

Oversaw the installation of numerous test pits and borings to further investigate preferential pathways of dense non-aqueous phase liquids (DNAPL) at the former manufacturing facility. Given the high levels of TCE present in groundwater a pilot scale study of injectable nano-scale, zero valent iron (nZVI) was conducted to determine if this was an acceptable remedial strategy for the Site. The pilot study included the installation of injection and observation wells, tracer and injection studies, and periodic monitoring of observation wells. Tom evaluated groundwater data to determine the radius of influence during the tracer test and analytical data was evaluated determine the effectiveness of the nZVI injection.

*Beginning and ending dates:* 2008-present

*Relevance of individual's work:* Through an investigation of the pathways of DNAPL through the oversight of numerous test pits and borings, Tom was able to complete the pilot study for the injection system for the site cleanup saving the client costs associated with the cleanup.

*Reference:* CraneCo. | 100 First Stamford Place, Stamford, CT 06902 | Anthony D'Ioro | [REDACTED]

### Former SML Facility, Hillside, NJ

LSRP responsible for evaluation and remediation of an Immediate Environmental Concern (IEC) case. Indoor air concentrations of tetrachloroethylene (PCE) and trichloroethylene (TCE) triggered an IEC response. Matrix coordinated and performed vapor intrusion interim mitigation measures and conducted pilot testing to design and install a sub slab depressurization system (SSDS). Following the installation of the SSDS, confirmatory indoor air samples were conducted to determine the efficacy of the SSDS, which confirmed that concentrations of PCE and TCE were below the current Indoor Air Screening Levels. The facility is currently being remediated under Industrial Site Recovery Act (ISRA) regulations

Complete remedial investigation of the property in 2016 included vertical and horizontal delineation of the chlorinated compounds in groundwater and conducting a background investigation of these chlorinated compounds in groundwater. Currently, Matrix is preparing the Remedial Action Workplan to monitor groundwater and deed restrict the property. Proposed remediation of chlorinated compounds in soil includes the use of spatially weighted averaging to reduce the amount of soil required to be excavated for offsite disposal.

*Beginning and ending dates:* 2012-2020

*Relevance of individual's work:* Tom has successfully developed a proposed in-place remediation of chlorinated compounds in the soil to reduce the amount of soil to be excavated for offsite-removal.

*Reference:* SML USA | 1 Harmon Plaza, Suite 610, Secaucus, NJ 07094 | Thomas Blaze | [REDACTED]



## Sherazad Mehta

Sherazad's diverse experience has helped him serve as project manager on several large-scale, high-profile projects within the U.S. and throughout the world.

Sherazad Mehta is an Associate Principal in Arup's New York office. With over 26 years of experience, he has worked on a variety of land/site development and large infrastructure projects. While serving as project manager and lead engineer on several high-profile multidisciplinary projects in New Jersey and New York, Sherazad offers clients a comprehensive understanding of delivering sustainable and resilient infrastructure. He is also a member of the Hoboken Citizens Advisory Group (CAG) for the Rebuild By Design – Hudson River/Hoboken (RBD-HR) project.

Sherazad's passion is to apply his civil engineering and sustainable design experience to create parks and open spaces that can be enjoyed by all walks of life. This can be showcased having delivered high volume and high-quality services on multidisciplinary New Jersey-New York area projects. He has vast knowledge of leading challenging projects from his current role Essex Hudson Greenway Visioning Study, as Project Manager on NYC Economic Development Corporation (EDC) New Stapleton Waterfront, Phases 2 and 3 in Staten Island. Other notable park projects are the Newark Community EDC Mulberry Commons in Newark, and Hunter's Point South, Phase 2.

### Project role

Greenway Planning and Engineering Lead

### Labor category

Associate Principal

### Profession

Civil Engineering

### Current position

Associate Principal

### Joined Arup

2001

### Years of experience

26

### Qualifications

BS, Civil Engineering, Polytechnic University, 1995

PE, States of Connecticut and New York

### Professional associations

Member, American Society of Civil Engineers (ASCE)

### Project experience

#### Essex-Hudson Greenway Framework Plan, Newark to Montclair, NJ

The Essex-Hudson Greenway project aims to transform the Old Boonton rail line into a nine-mile-long public greenspace and shared-use path, extending from Newark to Montclair. Along its length, the corridor traverses over or under thirty bridges, including two bridges over navigable waterways. Arup supported the framework plan for the greenway with civil and bridge engineering studies for the corridor. Our work included developing stormwater management strategies for the corridor and an assessment of 30 bridges along the corridor to outline potential upgrades needed to convert them into a pedestrian greenway.

*Beginning and ending dates:* 2020-ongoing

*Relevance of individual's work:* Sherazad is the Arup Project Manager on the MNLA-led team. His oversight of our firm's civil and bridge engineering efforts, combined with his day-to-day work experience with MNLA on this same project, will allow him to quickly onboard and mobilize the engineering team. This will help hit the ground running with MNLA Landscape Architecture and other designers to build upon the previous experience, connections with key stakeholders/authorities to deliver the master plan, design, and implementation of the Greenway.

Reference: Open Space [REDACTED]  
[REDACTED]

### Mulberry Commons, Newark, NJ

Mulberry Commons is part of a transformational development to revitalize downtown Newark and provide public destination for both citizens and visitors of Newark. The project transformed 3.6 acres of asphalt concrete parking lot into an urban green space with event plaza, playground, grass hills and garden. Arup contributed to the creation of a welcoming public space for Newark residents and visitors that reduces stormwater runoff and pollution from the site.

*Beginning and ending dates:* 2016- 2019

*Relevance of individual's work:* As Arup's Project Manager, Sherazad was responsible for all civil engineering, electrical engineering, and lighting design for the park includes a variety of flexible programming, water feature, playground, comfort station, and various passive and active areas. Key design features include rain gardens, permeable pavement, subsurface detention, electrical service for flexible programming, and integrated lighting. His experience working with the various departments within The City of Newark, in particular Newark Department of Water and Sewer Utilities, will help obtain stormwater permits needed to facilitate the development of civil and green infrastructure designs to be approved expeditiously for construction.

Reference: Newark Community Economic Development Corporation | 111 Mulberry Street, Market Street Suite LL, Newark, NJ 07102 | Dosso Kassimou [REDACTED]

### NYCEDC Hunter's Point South, Phase 2, Long Island City, NY

Arup led the revitalization of an abandoned industrial area into an 11-acre continuous waterfront park. The park integrates new infrastructure, landscape, and architectural designs and features green spaces, playgrounds, dog parks, a waterside promenade and jogging loop, exercise equipment, and an overlook. Our collaborative design process and inclusion of green infrastructure solutions transformed the former industrial site into a resilient park that the community can enjoy.

*Beginning and ending dates:* 2014-2019

*Relevance of individual's work:* Sherazad was a Technical Advisor on this project, involving the construction infrastructure for a new mixed-use development on reclaimed industrial ground that includes housing units, ground level commercial space, and a high school/intermediate school. Key to the development is the incorporation of an 11-acre waterfront park along the East River, and the integration of green infrastructure for stormwater management throughout the park, protective bikeway, as well as the city streets and public right-of-way. Because the Greenway runs through some dense urban areas with mixed-use program, Sherazad can apply his work on Hunter's Point South to the design of green infrastructure and bikeway that will blend into the surrounding neighborhoods and complement the newly designed aspects of the park.

Reference: New York City Economic Development Corporation | One Liberty Plaza, 165 Broadway, New York, NY 10006 | Kathryn Prybylski [REDACTED]





## Molly Bourne, RLA, ASLA

Molly led a team of consultants which included Arup to develop the framework plan for the nine-mile-long Essex Hudson Greenway which evaluates existing bridges, understands stormwater management needs, and evaluates multiple opportunities for the greenway design.

### Project role

Greenway Landscape Architecture  
Lead

### Labor category

Principal

### Profession

Landscape Architecture

### Current position

Principal

### Joined MNLA

2005

### Years of experience

30

### Qualifications

Bachelor of Arts, Landscape  
Architecture, University of Florida,  
1992

### Professional associations

Member, American Society of  
Landscape Architects  
Guest Lecturer, University of  
Pennsylvania  
Mentor, Team 20 and 42, ACE  
Mentor Program of America

Molly Bourne sees landscape architecture practice as a medium to celebrate and explore the environment and our place within it. She is deeply dedicated to elevated design thinking that advances the public good. Since joining the firm in 1999, Molly has led award-winning, multidisciplinary teams on high-profile projects for waterfront parks, cultural institutions, and urban revitalization. Activating public space dialogue, tackling climate change, reclaiming industrial sites and shorelines, and protecting pollinators are her professional passions.

Developing the next generation of practitioners, Molly is a visiting lecturer at the University of Pennsylvania Weitzman School of Design and volunteers with the ACE Mentor Program for New York City high school students. She enjoys engaging with the profession and public alike, speaking widely, leading site tours, and exchanging inventive ideas about how to better urban environments.

Viewing landscape architecture to improve the human condition, Molly received her BA at the University of Florida, aspiring to design open spaces on a major stage. New York City and MNLA's visionary practice provided an ideal opportunity.

Molly's key projects include the East Side Coastal Resiliency Project, Governors Island Park and Public Space, Water-line Square, South Bronx Greenway Master Plan and Implementation, the Theodore Roosevelt Sanctuary and Audubon Center Master Plan and Implementation, and the Renovation of Roberto Clemente State Park.

### Project experience

#### Essex Hudson Greenway Framework Plan, New Jersey

MNLA has led a team of consultants that included Arup in the creation of a vision framework plan for a nine-mile-long trail conversion in Central New Jersey. The framework plan evaluates existing bridges, understands stormwater management needs and evaluates opportunities for the greenway design. This plan also articulates opportunities for the greenway, highlights its special moments and unique qualities, and serves as a starting point for engaging community members in the design and planning of the greenway.

*Beginning and ending dates:* 2020-2021

*Relevance of individual's work:* Molly's in-depth work on the Framework Plan allows her to hit the ground running if awarded this current effort.

*Reference:* Open Space Institute | 291 Hudson Avenue, Albany, NY 12210 | Peter Karis | [REDACTED]

### **South Bronx Greenway Master Plan and Implementation, Bronx, NY**

Project Manager for the master plan and design of five initial projects which create a multi-modal greenway through Hunts Point and Port Morris. MNLA's network of inland green streets links these neighborhoods to new waterfront destinations and estuarine corridors. During the Master Plan phase, MNLA conducted numerous workshops, charrettes and public outreach meetings with local stakeholders to arrive at a consensus vision.

*Beginning and ending dates:* 2004-2006

*Relevance of individual's work:* Molly's successful experience with developing the master plan and implementation of the South Bronx Greenway keenly positions her to translate that experience to the Essex Hudson Greenway.

*Reference:* NYC Department of Parks & Recreation | 24 West 61st Street, New York, NY 10023 | Alyssa Cobb Konan, Asst. Commissioner Planning & Development (former NYCEDC) | [REDACTED]

### **South Bronx Greenway: Randall's Island Connector, Bronx, NY**

Principal in Charge of the design of this greenway and bikeway connector from Port Morris to Randall's Island via a new route under an AMTRAK rail corridor. MNLA's project includes a new bridge across the Bronx Kill and an at-grade pedestrian railroad crossing.

*Beginning and ending dates:* 2011-2015

*Relevance of individual's work:* Molly worked tirelessly with a multitude of stakeholders to finally connect residents of the South Bronx – a notoriously underserved community - to the recreational opportunities on Randall's Island. Navigating stakeholder engagement to achieve consensus is a skill that Molly excels in and looks forward to developing for the Essex Hudson Greenway.

*Reference:* Mott MacDonald | 1400 Broadway, New York, NY 10018 | Jawad Assaf, Principal Project Manager (former NYCEDC) | [REDACTED]

### **Theodore Roosevelt Sanctuary and Audubon Center (TRSAC) Master Plan and Implementation, Village of Oyster Bay Cove, NY**

Principal in Charge of the master plan and implementation for Audubon NY to re-envision the first Audubon Songbird Sanctuary in the nation. The 12 acres were donated by the Roosevelt family cousins in memory of the 26th President of the United States. MNLA's master plan clarifies circulation routes, removes existing structures, establishes demonstration gardens and creates a more welcoming and accessible entry to the site. Improving bird habitat, controlling invasive species, providing locations for signage and kiosks, managing stormwater with green infrastructure, and restoring a valuable and significant fountain were other goals associated with this effort.

*Beginning and ending dates:* 2016-2019

*Relevance of individual's work:* Molly's ability to listen to a site to determine successful solutions such as at TRSAC is unparalleled. Finding the optimum balance of solutions for flora, fauna, and humans was successful at TRSAC and those lessons learned will be applied to the master plan for the Essex Hudson Greenway.

*Reference:* Theodore Roosevelt Sanctuary & Audubon Center | 134 Cove Road, Oyster Bay, NY 11771 | Kathryn D'Amico, Center Director, [REDACTED]



## Debra Kagan

Debra has extensive experience bringing together community leaders, key stakeholders, and residents to support the development of projects that reflect the needs and aspirations of diverse communities.

Debra Kagan has served as the Executive Director of the New Jersey Bike & Walk Coalition (NJBWC) since 2020 responsible for all aspects of its operations, policy development, advocacy, and programs. Debra has over 30 years of professional experience in building strategic partnerships among non-profit, government, and private sector organizations with a focus on community engagement, education, and equity. Building broad coalitions of diverse partners by highlighting common interests, combined with deep and intentional community engagement, has been at the heart of the projects she has led.

Building on the decade-long advocacy work of NJBWC, Debra led the outreach and community engagement campaign in support of acquisition by the State of the Essex-Hudson Greenway. Previously, she served as the Director for Strategic Partnerships and Programs for the Pearson Foundation, responsible for building public-private partnerships and developing community-based programs.

### Project experience

#### Essex-Hudson Greenway, Community Engagement Campaign, Essex and Hudson Counties, NJ

In partnership with the Open Space Institute and the 911 National Memorial Trail, NJBWC formed a coalition to move forward the acquisition of the right of way to create the Essex Hudson Greenway. NJBWC's role included campaign planning, communications strategies, and community engagement. NJBWC led the community engagement campaign across all eight municipalities. The campaign approach built a broad coalition of support with key stakeholders, government leaders, community-based organizations and residents. A key component was intentional outreach to overburdened and BIPOC communities, along with bilingual outreach. This campaign resulted in thirteen municipal and county resolutions, over eight thousand individual supporting letters and 137 organizations signing on in support which help lead to the successful completion of the acquisition by the state.

*Beginning and ending dates:* 2020-2022

*Relevance of individual's work:* Debra led all aspects of the campaign including, leading the community engagement team and strategy, developing a communication strategy, managing all partnership relationships, and leading over 50 presentations engaging a broad spectrum of key stakeholders and local community members in the region.

*Reference:* Open Space Institute | 1350 Broadway, Suite 201, New York, NY 10018 | LoriJeane Moody | [REDACTED]

#### Project role

Community Engagement Lead

#### Labor category

Principal

#### Profession

Nonprofit Management

#### Current position

Executive Director

#### Years of experience

30+

#### Qualifications

BA, Pomona College, University of Wisconsin

Steering Committee Member, NJDOT's Bicycle and Pedestrian Resource Center (BPAC), 2020-Present

Steering Committee Member, New Jersey Department of Transportation (NJDOT) Strategic Highway Safety Plan, 2022 – Present

Steering Committee Member, New Jersey Trails Action Network International (NJ TAN), 2020 - Present

Active Transportation Advisory Committee, New Jersey Transportation Planning Authority, (NJTPA), 2022 - Present

Steering Committee Member, Vision Zero New Jersey Alliance (VZNJA), 2020 -Present

Member of the Board of Directors, September 11th National Memorial Trail Alliance (911 NMTA), 2020-present

Member of the Board of Directors, Bike & Walk Montclair, 2017 – present and previously served as BWM's President, 2017-2020



### Safe Passing Law, Outreach and Education Campaign, NJ

With rising traffic fatalities, New Jersey recently passed the Safe Passing Law, which gives guidance to drivers on how to safely pass vulnerable road users. NJBWC received a grant from the NJ Division of Highway Traffic Safety to carry out an outreach and education campaign, across the state, to inform and educate the public about the new law. The statewide public education and outreach campaign was made of several major components; the creation of a public online resource center in English, Spanish, Chinese, and Portuguese, a partner network of state agencies, safety organizations and advocates to coordinate efforts and help amplify the messages, and a digital media ad campaign .

*Beginning and ending dates:* 2021-2022

*Relevance of individual's work:* Debra led all aspects of the statewide Safe Passing Law campaign. She brought together key stakeholders like MVC, AAA, AARP, the Bicycle and Pedestrian Resource Center, NJTPA, and Transportation Management Associations in a partner network to coordinate efforts. Debra led the digital media strategy, implementing a Safe Passing Law Resource Center and a digital media ad campaign to reach large numbers of the public. The digital media ad campaign generated over 16 million impressions on Google and reached over one million people on Facebook/Instagram.

*Reference:* NJ Division of Highway Traffic Safety | 25 Market Street, Trenton, NJ 08611 | Robert Gaydosh | [REDACTED]

### Lenape Trail, Revitalization Project, Essex County, NJ

The Lenape Trail offers access to nature and open space and connects 19 Essex County Parks with 34 miles of off road and on road trail. The New York New Jersey Trail Conference, which had responsibility for the stewardship of the trail, launched a revitalization project to increase public use and access. The trail started in 1970 needed rerouting, mapping, and community engagement to activate it. Working with the County and multiple park conservancies, we built a working group to implement signage, rerouting, mapping, and public information about the trail and created the Lenape Trail Guide. The 40-page online guide includes maps, points of interest and history, and is used as a model by the NYNJTC for methods to increase equitable public use and accessibility to outdoor spaces.

*Beginning and ending dates:* 2017-2019

*Relevance of individual's work:* Debra led the revitalization project and authored the Lenape Trail Guide. Working with the Essex County Environmental Center she designated signage placement and coordinated input from Park conservancies and trail advocates to engage in promotion and programming.

*Reference:* New York New Jersey Trail Conference | 600 Ramapo Valley Rd. Mahwah, NJ 07430-1199 | Peter Dolan | [REDACTED]

## 7. Experience with Contracts of Similar Size and Scope

## Section 7:

# Experience with Contracts of Similar Size and Scope

### Arup experience with contracts of similar size and scope

As summarized below, Arup has addressed challenges similar to those for LSP and Greenway on other projects, including some with our major collaborators.

	Newark360	Essex-Hudson Greenway Visioning Study	Mulberry Commons	Governor Mario M. Cuomo Bridge, Shared-Use Path	Bay Trail Equity Study	Hunter's Point South	Hudson River Park
<b>Project Relevance</b>							
Proven implementation experience and maximized impact			●	●		●	●
Inclusive public and stakeholder engagement process	●		●	●	●	●	●
Resilient, safe-guarded future	●	●	●	●	●	●	
Scale of the opportunity – once-in-a-generation opportunity	●	●	●	●	●	●	●
Environmental stewardship – advancement of education and understanding	●	●				●	●
Environmental justice – meaningfully connection and response to the local neighborhood	●	●	●		●		●
Active travel connector – mobility hub		●		●	●		
Resiliency and climate adaption – centering the park in the broader ecological network		●	●			●	
<b>Relevance to LSP</b>							
Creating a park for all			●			●	●
Mitigating impacts from and preparing for climate change	●		●			●	
Addressing contamination issues to successfully revitalize the interior			●			●	●
Enhancing connectivity and accessibility	●		●			●	●
<b>Relevance to the Greenway</b>							
Scale of the opportunity – a dormant opportunity with transformational potential		●		●	●	●	●
Greenway typologies – uniting a diverse range of uses, users, and needs				●	●	●	●
Promoting responsible development and conservation		●					
New, safe, and equitable opportunities for outdoor recreation		●		●	●	●	●
Active transportation corridor – multimodal walking, biking, and transit		●		●	●	●	●
Meeting the needs of existing and future generations				●	●	●	●
Repurposing historic rail infrastructure for pedestrian use		●					
Bridging the Hackensack River		●					
Fostering safe and inclusive access				●	●	●	●
Responding to distinctive environmental and ecological settings			●			●	●
Managing stormwater and providing resilient solutions to address climate resilience		●				●	
Engaging a diverse range of stakeholders				●	●	●	●
Meeting external timelines and coordinating with key agency stakeholders				●	●	●	●





## Newark360 Master Plan

### Newark, NJ

Initiated by Mayor Ras J. Baraka in 2021, Newark360 is a community-driven master plan that will set priorities and goals for the physical development of Newark for the coming decade, grounded in the city's core values of Health, Equity, and Resilience, and structured around a series of planning themes.

Arup completed the access and mobility and infrastructure components of this master plan, working closely with WRT, the prime, and ONE, the lead for the environment and sustainability plan element. The Newark360 Master Plan is a vanguard master plan focused on the health, equity, and wellbeing of city residents.

Using a combination of traditional transportation analyses, internally developed equity methodologies, and location-based service data, Arup delivered novel insights into current barriers to access and mobility as well as solutions that could reverse the detrimental impacts of legacy transportation planning. Equity, health, and wellbeing were also put in focus through the analysis of stormwater, energy, broadband, and natural infrastructure.

ONE worked to ensure that environmental justice, an equitable energy transition, sustainable development, and climate adaptation goals and strategies were integrated into the citywide vision and specific neighborhood planning initiatives.

The master plan built on ONE's leadership in Resilient Northeastern New Jersey, a regional partnership aiming to build upon ongoing resilience work and provide a clear roadmap for ensuring long-term social, environmental, and economic vitality by reducing flood risk. The work responds to the existing extreme weather and climate impacts that Newarkers face today and seeks out multi-benefit solutions to improve air quality, reduce urban heat island impacts, and manage stormwater and coastal flooding through green infrastructure and investment in complete, connected, and sustainable neighborhoods.

Newark360's final recommendations encompass transportation, housing, parks and open space, cultural assets, economic development, and other elements. The plan's signature recommendations increase density allowances along the city's main commercial corridors, remove parking minimums, explore Accessory Dwelling Units for single-family neighborhoods, and celebrate the city's arts, culture, and entertainment. The plan also recommends the City establish a full climate resiliency plan for the environmentally vulnerable East Ward and a citywide parks system plan to ensure equitable access to parks and open space for all.

#### Contracting parties

Newark Office of Planning and Zoning (owner)

Wallace Roberts & Todd  
(WRT Design, Arup's direct client)

#### Contracting party contacts

Christopher A. Watson,  
Newark Office Planning and Zoning, [REDACTED]

Jon Gordon,  
Newark Office Planning and Zoning, [REDACTED]

#### Key facts

Contract size:

\$500,000 (overall),  
\$76,260 (Arup fee),  
\$45,000 (ONE fee)

Beginning and end dates:  
January-September 2022

#### Key services provided

Community engagement  
(by ONE and WRT)

Equity analysis

Greenhouse gas analysis

Spatial analysis

Stormwater resilience

Transport planning

Urban design and planning

Vulnerability assessment

#### Details of negative actions

N/A

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### Key project challenges/solutions relevant to Liberty State Park

**Environmental Justice – meaningfully connection and response to the local neighborhood:** Addressed physical barriers to access caused by legacy infrastructure; preformed equity analyses

**Resiliency and Climate Adaption:** Stormwater resilience and focus on sustainability and prepare for the inevitable impact of climate change.

See next page for more challenges/solutions.



### Key project challenges/solutions relevant to Liberty State Park (continued)

***Inclusive Public and Stakeholder Engagement Process:*** A key challenge in Newark360 was linking the abstraction of a planning process to the daily concerns of Newarkers. In addition to website surveys and mapping, a citywide statistically-valid survey, Facebook Live events, and 10 in-person workshops throughout the city, Newark360 also partnered with the Newark Story Bus, a mobile audio lab that collected personal stories from Newark's youth, likely to be most impacted by Newark's future development decisions. In all, the team had 10,000 touchpoints with residents throughout the process.





## Essex-Hudson Greenway Framework Plan

### Jersey City to Montclair, NJ

Arup and MNLA's studies outlined the possibilities for repurposing a disused rail corridor into a greenway, establishing a vision for a future pedestrian corridor.

#### Contracting parties

Open Space Institute Inc.  
(end client)

MNLA (Arup's direct client)

#### Contracting party contacts

Peter Karis,  
Open Space Institute,

LoriJeane Moody,  
Open Space Institute,

#### Key facts

Contract size:  
\$277,610 (MNLA fee),  
\$144,000 (Arup fee)

#### Key services provided

Civil engineering  
Bridge design  
Governance and operations  
approach and structure  
(by HR&A)  
Landscape architecture  
(by MNLA)

#### Details of negative actions

N/A

© MNLA/Open Space Institute

The Essex-Hudson Greenway project aims to transform the Old Boonton rail line into a public greenspace and shared-use path. The proposed greenway extends for nine miles from Montclair to Jersey City, New Jersey. Along its length, the corridor traverses over or under thirty bridges, including two bridges over navigable waterways.

In 2020, MNLA worked with Arup, the Open Space Institute, and New Jersey Bike & Walk Coalition to develop a framework plan to help civic leaders understand the potential of this project, facilitate the purchase of the land, and to serve as a starting point for broader community engagement and visioning sessions.

The framework plan, led by MNLA, focuses on establishing a design framework for the Hudson Essex Greenway, evaluates existing bridges, and studies stormwater management needs. The plan also articulates opportunities for the greenway and the communities along its length, and provides analysis of ecological, experiential, and planning aspects of the project. The analysis and visioning illustrate the incredible potential for the greenway to become a source of community pride and enjoyment. Through the lens of experience, environment, and connectivity the framework plan illustrates the magnitude of the opportunity presented by this project and aims to be a catalyst for the community engagement and dialogue that will shape the design and implementation moving forward.

Arup supported the framework plan for the greenway with civil and bridge engineering studies for the corridor. This framework plan and the visioning studies ultimately led to the project's inception with the state government, starting the process of turning the concept into reality. Arup's work included developing stormwater management strategies for the corridor and an assessment of 30 bridges along the corridor to outline potential upgrades needed to convert them into a pedestrian greenway.

HR&A conducted an analysis of approaches to governance and operations through a mix of case studies, analysis of precedents in New Jersey and elsewhere, and specific considerations of the line and adjacent communities. Through this work, HR&A was able to identify a series of key issues for the future development and management of the Greenway.

#### Key project challenges/solutions relevant to the Greenway

**Resilient, Safe-guarded Future:** Reviewed potential stormwater strategies, included green infrastructure and rainwater harvesting, and is prepared to build on these efforts to develop resilient solutions for New Jersey residents.

See next page for more challenges/solutions.



## Key project challenges/solutions relevant to the Greenway

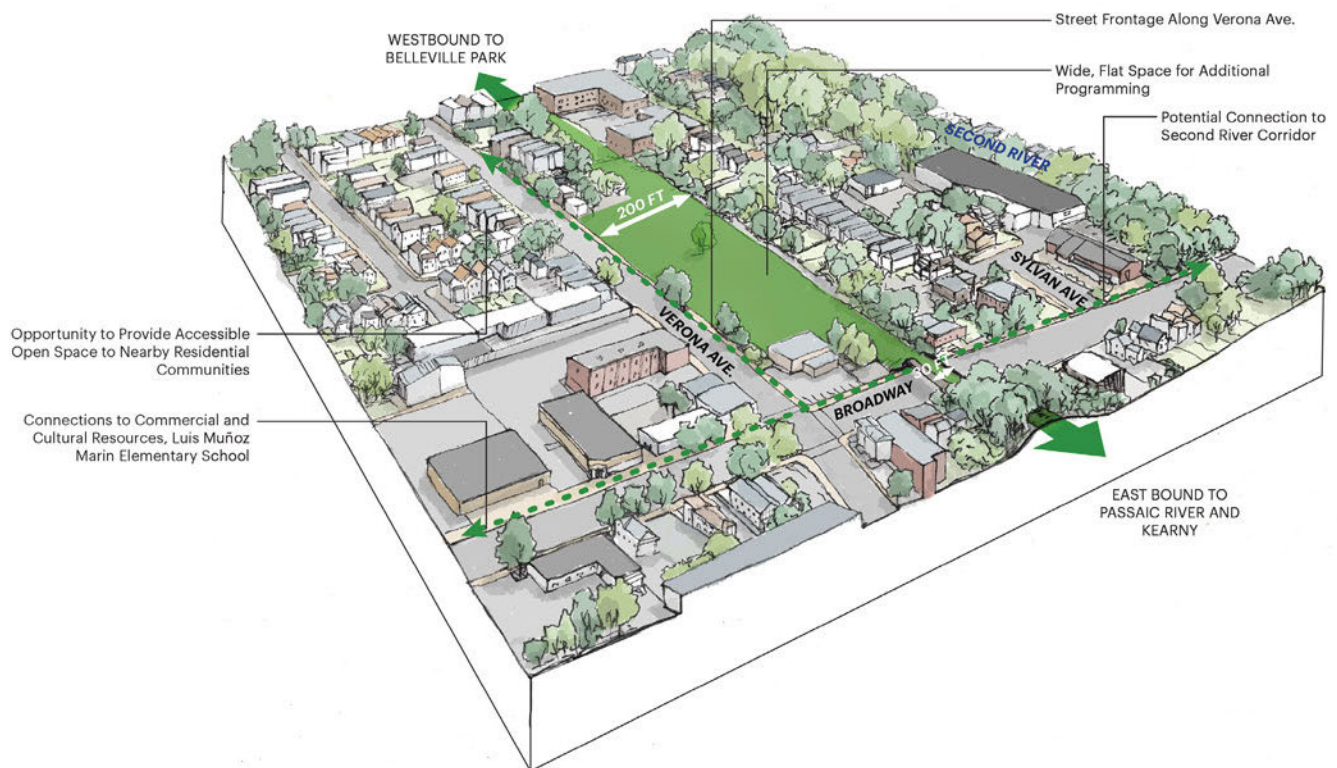
**Scale of the Opportunity – once-in-a-generation opportunity:** Framework plan set this transformative project into motion. The team understand the multifaceted challenge of converting the disused, nine-mile-long rail corridor into a public greenspace and shared use path.

**Environmental Stewardship – advancing education and understanding:** Hundred-foot wide corridor traverses a rich ecological and land-use spectrum which encompasses residential landscape, urban industrial districts, upland woodlands, and maritime wetlands.

**Environmental Justice – meaningfully connecting and responding to the local neighborhood:** Assessed the thirty rail bridges along the length of the corridor, including the two former movable rail bridges over navigable waterways that are critical to linking segments of the Greenway.

**Active Travel Connector – multimodal walking, biking, and transit:** Conversion of the rail line to create a much needed east-west bicycle and pedestrian connection.

**Resiliency and Climate Adaption:** Centering the park in the broader ecological network – considered constraints of ecological settings, stormwater management/resiliency, and reviewed bridges for sea level rise impacts.





## Mulberry Commons

### Newark, NJ

Arup contributed to the creation of a welcoming public space for Newark residents and visitors that reduces stormwater runoff and pollution from the site.

#### Contracting parties

Newark Community  
Economic Development  
Corporation (owner)

Sage and Coombe Architects  
(Arup's direct client)

#### Contracting party contacts

Dosso Kassimou,  
Newark Community  
Economic Development  
Corporation,

Peter Coombe, Sage and  
Coombe Architects,

#### Key facts

Contract size:  
\$10m (construction cost),  
\$615,000 (Arup fee)  
Beginning and end dates:  
2016-2019

#### Key services provided

Civil engineering  
Electrical engineering  
IT and communication  
consulting  
Lighting design  
Water engineering

#### Details of negative actions

N/A

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Mulberry Commons is part of a transformational development to revitalize downtown Newark and provide public destination for both citizens and visitors of Newark. The project transformed 3.6 acres of asphalt concrete parking lot into an urban green space with event plaza, playground, grass hills and garden.

Arup helped our client obtain NJDEP Stormwater Management Permit that has extensive stormwater quality and quantity requirements by implementing rain garden and underground detention systems to treat and reduce more than 80% of the Pre-Newark stormwater runoff. Our lighting design team created an inviting nighttime environment by using softly illuminating luminous columns and high mast mounted spotlights along the open plaza to encourage nighttime activities in the safe and welcoming park.

#### Key project challenges/solutions relevant to the Greenway

**Resilient, Safe-Guarded Future:** The extensive stormwater management requirement for the City of Newark and the Department mandates that peak flow rate into Newark Sewer system to be at least 50% less than the Pre-Newark (Meadowland) condition.

**Inclusive Public and Stakeholder Engagement Process:** The project required coordination among stakeholders with competing interest.

**Resiliency and Climate Adaption:** Arup implemented rain garden and 2 large underground detention tanks to treat and reduce flow rate of stormwater runoff before it leaves the site, result in a 50, 75 and 80% peak flow reduction in a 2-, 10- and 100-year design storm.







## Governor Mario M. Cuomo Bridge, Shared-Use Path Tarrytown, NY

In an advisory role, Arup worked with the project team and community to develop concepts for connecting the shared-use path to local bicycle and pedestrian networks.

### Contracting parties

New York State Thruway Authority (owner)

Tappan Zee Constructors (Arup's direct client)

### Contracting party contacts

John Kowalski, former  
New York State  
Thruway Authority,

George A. Paschalis,  
New York State  
Thruway Authority,

### Key facts

Contract size: \$32.1m  
(Arup's fee for overall  
Governor Mario M. Cuomo  
Bridge, from initial concept  
design through construction  
administration)

Beginning and end dates:  
2011-2020

### Key services provided

Community engagement  
Transport planning

### Details of negative actions

N/A

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The original design for connecting the shared-use path to nearby communities was met with opposition by local stakeholders. The New NY Bridge (NNYB) team, led by the New York State Thruway Authority, asked Arup to provide planning, design, and engineering services, as well as project management, to help see their entire team through a new round of concept development, of which the final two alternatives went through an environmental assessment.

During the engineering and design phase of the New NY Bridge (NNYB), the replacement to the Tappan Zee Bridge, Arup created the Visual Quality Panel (VQP) and coordinated a committee comprising of 15 local stakeholders tasked with reviewing components of the project.

Over the course of two years, Arup helped VQP members understand the engineering requirements, economic impacts, scheduling, and maintenance implications of various aesthetic proposals, including those related to the bridge's bicycle and pedestrian facilities, landscaping, lighting, and signage, among others. In this way, aesthetic elements were incorporated into the project that not only enhanced the visual quality of the bridge structure itself but were compatible with the environmental, social, and physical characteristics of the region.

### Key project challenges/solutions relevant to the Greenway

***Proven Implementation Experience and Maximized Impact:*** Arup led the delivery of an active travel connector, comprising of a three-mile Shared User Path (SUP) and six overlooks spanning the Tappan Zee Bridge replacement.

***Active Travel Connector – Multimodal Walking, Biking, and Transit:*** The concept plan encompassed the bridge, the landings, and how the facility connected into the regional walk and bike network.

***Inclusive Public and Stakeholder Engagement Process:*** Arup led an inclusive public and stakeholder engagement process, inclusive of public outreach and stakeholder engagement. Proven implementation experience and maximized the positive impact and community benefits based on feasible solutions based on technical and engineering consultation.

***Meeting External Timelines and Coordinating with Key Agency Stakeholders:*** The alignment of community vision and coordination of agency timelines, supported effective decision-making and efficient project development. We produced production of communication material, graphics, and presentation for public viewing.





#### Contracting party

Metropolitan Transportation Commission (MTC)

#### Contracting party contacts

Lily Brown, [REDACTED]

Brian Holt, [REDACTED]

#### Key facts

Contract size: \$92,000

Beginning and end dates:  
2021-2022

#### Key services provided

Geographical information systems

Pedestrian planning

Project management

Transport planning

#### Details of negative actions

N/A

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## Bay Trail Equity Study

### San Francisco Bay Area

Arup is leading the first equity strategy for the Bay Trail, moving planning towards a more inclusive vision and approach.

The Bay Trail is the backbone of the Bay Area's trail network, creating important connections for recreation and active transportation across the nine-county region. Historically, planning for the Bay Trail has not acknowledged the legacies of racial, social, and political inequities of the Bay Area.

The Arup team conducted oral interviews with key stakeholders and reviewed scholarly research and geographic resources that address the ecological history, urbanization, cultural landscape, and trans-historical trauma related to the Bay Trail. The result of this strategy informed MTC of preliminary recommendations for moving the Bay Trail toward a more inclusive vision and approach, including long-term and near-term actions.

### Key project challenges/solutions relevant to the Greenway

**Safe and Inclusive Access:** The project addressed decades of non-inclusive planning around first 300 miles of the trail

**Inclusive Public and Stakeholder Engagement Process:** Arup and WRT identified and interviewed stakeholders.

**New, Safe, and Equitable Opportunities for Outdoor Recreation:** In addition, we provided recommendations to guide planning for the next 200 miles of trail.





## Hunter's Point South

### Long Island City, NY

Arup's collaborative design process and inclusion of green infrastructure solutions transformed the former industrial site into a resilient park that the community can enjoy.

#### Contracting party

New York City Economic Development Corporation (NYCEDC)

#### Contracting party contacts

Len Greco, NYCEDC,

Kathryn Prybylski, NYCEDC,

#### Key facts

Contract size:

\$8.1m (Phase 1),

\$6.5m (Phase 2)

Beginning and end dates:

2009-2013 (Phase 1),

2014-2019 (Phase 2)

#### Key services provided

Civil and geotechnical engineering

Fire/life safety consulting

Lighting design

Structural, mechanical, electrical, and plumbing engineering

Sustainability consulting

Transport planning

Urban design

Water engineering

#### Details of negative actions

N/A

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Arup led the revitalization of an abandoned industrial area into an 11-acre continuous waterfront park. The park integrates new infrastructure, landscape, and architectural designs and features green spaces, playgrounds, dog parks, a waterside promenade and jogging loop, exercise equipment, and an overlook.

Encouraged by the client, Arup tested green infrastructure solutions throughout the park, including right-of-way bioswales, rain gardens, and porous pavement, which have since been deployed city-wide as part of NYCEDC's green infrastructure projects.

Arup also led extensive coordination with over 70 independent parties to deliver pilot water sensitive urban design interventions in the public rights of way, incorporate sustainable features, and transform the development into a resilient community space.

### Key project challenges/solutions relevant to Liberty State Park and Greenway

***Inclusive Public and Stakeholder Engagement Process:*** Input from NYC DOT, NYC DEP, DPR, NYS DEC, FDNY, MTA, Con Edison, Amtrak and others, confirming that our designs incorporated all necessary standards from relevant approving authorities.

***Scale of the Opportunity – once-in-a-generation opportunity:*** Revitalizes a previously abandoned industrial area and provides an iconic recreational space for residents.

***Resiliency and Climate Adaption – centering park in ecological network:*** Introduced a wetland as part of cleaning up the river. When the river tides are high, water flows into the wetland, which becomes safely inundated with water. As the tide drops, the water in the wetland drains slowly out into the river.





## Hudson River Park

### New York, NY

This project regenerates a section of historic waterfront. Arup's design ensures the park can be enjoyed by many while also having the least impact on the environment.

#### Contracting party

Hudson River Park Trust  
(HRPT)

#### Contracting party contacts

Noreen Doyle, HRPT,

Kevin Quinn, HRPT,

#### Key facts

Contract size: \$17.3m

Beginning and end dates:  
2000-2018

#### Key services provided

Commercial management

Design management

Permitting

Project management

Security consulting

Subconsultant coordination

#### Details of negative actions

N/A

© Hudson River Park Trust

The Hudson River Park is the largest open space project to undergo construction in Manhattan since the completion of Central Park. Bicycle and esplanade pedestrian paths, including the Manhattan Waterfront Greenway, span the park north to south, opening up the waterfront for recreational use.

From 2000-2018, Arup provided engineering design, engineering studies, peer review, security and acoustics consulting, and project management supporting the design, construction, and operation of this 550-acre park. We assisted the client in the creation of park-wide design and utility guidelines and, more recently, provided engineering and logistical support to the park in its recovery from damages due to Superstorm Sandy.

### Key project challenges/solutions relevant to Liberty State Park and the Greenway

***Scale of the opportunity – a dormant opportunity with transformational potential:*** 550-acre, 5-mile-long historic waterfront regeneration project

***Creating a park for all: New, safe, and equitable opportunities for outdoor recreation:*** 550 acre park, featuring an esplanade, an abundance of walkways and bikeways, and 13 historic piers, reconstructed to serve as public spaces and venues.

***Responding to distinctive environmental and ecological settings:*** The water area of the park constitutes a 400 acre (162ha) marine sanctuary extending its full length and from the bulkhead to the pier head line. Measures to respect the integrity of the existing aquatic environment included: maintaining habitats, and prohibiting landfill to avoid adverse effects on the many fish species; providing new public access within the original pier or bulkhead footprints, while prohibiting new piling or pier decking outside these footprints; using appropriate plant materials in landscaping (species and varieties that predominated before European settlement, supplemented, where necessary, by selected naturalized species); the creation of an ecological learning center or “estuarium” on Pier 26.





**Contracting party**  
Cleveland Metroparks

**Key facts**  
Contract size: \$264,000  
Beginning and end dates:  
2020-2021

**Key services provided**  
Civil engineering  
Community engagement  
neighborhood planning  
landscape architecture  
Community resilience  
planning  
Green infrastructure  
Transportation planning  
complete streets  
Urban design  
Utility systems design

**Details of negative actions**  
N/A

© WRT

### Cleveland Harbor Eastern Embayment Resilience Study

#### Cleveland, OH

The goal of CHEERS is to create a community-focused resiliency plan for the eastern Cleveland lakeshore that will Embrace the Lake as an asset for future generations.

WRT led the Cleveland Harbor Eastern Embayment Resilience Study (CHEERS)—a year-long community planning process to study and create a plan that addresses the physical, ecological, and social resilience of the Eastern Lake Erie shoreline. This study seeks to provide greater public access, connect residents in underserved neighborhoods to the lakefront, and ensure the long-term sustainability and resilience of the lakeshore and its communities. Impacts of climate change required the plan to account for dynamic conditions over the next decades with strategies to allow the shoreline to adapt and preserve habitat for critical species while creating a buffer to protect the shore from future storm events.

Cleveland's Eastern Lakefront has played a significant role in the City's history, from aiding early industrialization and economic prosperity to providing waterfront access and recreation for generations of Clevelanders. Though the area is still home to a few publicly accessible parks and recreation spaces, much of the shore is dominated by industrial uses, infrastructure, and private residences and properties.

This area is seeing the impact of climate change in water level fluctuations and more frequent and extreme storm events, exposing communities and infrastructure to threats of erosion, wave surges, flooding, and wind damage. This presents major ecological health risks and impacts to community resiliency and safety. Despite significant strides made by city and regional partners to transform underutilized park spaces into destinations along the lakefront, there is still work to be done to ensure that this essential asset is protected, resilient, and enjoyed by all residents.

During the year-long planning process, the project team engaged over 1,500 community members and stakeholders. The planning process kicked off at the beginning of the COVID-19 pandemic, which required adjusting plans, tools, and strategies to reach communities adjacent to the lakefront and beyond. Community engagement and coalition building were critical components of the planning process and essential to the creation of a community-driven resiliency plan.

CHEERS outlines short- and long-term interventions on the lakefront. It envisions returning the hardened edge of Cleveland's east side lakefront to a natural shoreline with places for people and nature. Dredge from the Cuyahoga River will be used to create 76 acres of parkland, enhance in-water and near-shore coastal habitat areas, mitigate the impacts of the highway on existing parkland, protect infrastructure, and create a sheltered embayment where visitors can safely access the lake.

The Cleveland City Planning Commission unanimously approved the final plan in October 2021. The National Fish and Wildlife Foundation then awarded the CHEERS partnership \$985,000 to support the first phase's design and engineering.

Like New Jersey, this area is experiencing climate change through water level fluctuations and more frequent, extreme storms, exposing communities and infrastructure to threats of erosion, wave surges, flooding, and wind damage and presenting risks to the area's ecological health, community resiliency, and safety.





## Georgetown Waterfront Park

### Washington, DC

The design respects the site's historic importance, enables the community to engage with the waterfront, addresses site sustainability, and enlivens a space that languished for decades.

**Contracting party**  
National Parks Service

**Key facts**  
Contract size:  
\$6.7m (Phase 1),  
\$7.9m (Phase 2),  
TBD (Phase 3, project ongoing)

**Beginning and end dates:**  
2006-2011 (Phase 1+2),  
2012-2015 (Phase 3)

**Key services provided**  
Landscape architecture design  
Planning

**Details of negative actions**  
N/A

© WRT

The Georgetown Waterfront Park faces the Potomac River in historic Georgetown in the District of Columbia. The 10-acre park represents a 40-year effort to transform the Georgetown waterfront from an obsolete industrial site into a signature civic space meeting both national and local community aspirations. WRT was the lead design firm through a 9-year, two-phased implementation process involving numerous public meetings, fundraising, and coordination with District and federal agencies.

The design aimed to express the confluence of a historic wharf environment with the garden-oriented townscape that defines Georgetown. This layered approach led to the creation of sectionalized spaces dividing the park into garden rooms, like divisions in a ship's hull, framed by wide walkways extending the street grid to the waterfront. Overlooks afford wide river views and the opportunity to track the site's history through imagery etched onto tilted granite displays. A wide promenade links the garden rooms to the water's edge, where railings were eschewed in favor of planting to dramatize the notion of a waterside garden.

A new bikeway parallels the park below the Whitehurst Freeway, helping to complete the regional DC greenway that stretches from Maryland, past the National Mall, and south to Mt. Vernon. At the foot of Wisconsin Avenue, the park widens into a large plaza, with a fountain, pergola, and stepped river bulkhead, which facilitate public gatherings during regattas and other civic events. Throughout the park are rain gardens and stretches of bio-engineering revetments as green infrastructure measures. Overall, nearly 80% of former impervious paving was replaced by previous greenery.







**Contracting party**  
East Bay Regional Park  
District

**Key facts**  
Contract size: TBD (project  
ongoing)  
Beginning and end dates:  
2018-present

**Key services provided**  
Planning  
Risk assessment

**Details of negative actions**  
N/A

© WRT/Jay Huang Photography

## San Francisco Bay Trail Risk Assessment and Adaptation Plan Alameda and Contra Costa County, CA

WRT provides a holistic approach across scales, from large-scale risk assessment and shoreline planning to implementable, nature-based adaptation design, to ensure shoreline access for the East Bay community as sea levels rise.

WRT is leading an interdisciplinary team to develop the San Francisco Bay Trail Risk Assessment and Adaptation Prioritization Plan (SF Bay Trail RAAPP) for the East Bay Regional Park District (EBRPD). This study evaluates the vulnerabilities facing the East Bay's shoreline and assists EBRPD in prioritizing nature-based adaptation projects to provide multiple benefits for the region.

At a high level, the plan is focused on balancing our goals in the Bay related to advancing ecological restoration, recreation, critical mobility, and building important interpretive educational opportunities. The plan also narrows in on a several exemplar projects to demonstrate how the latest techniques related to coarse beach and marsh adaptation, for example, can be implemented over time to provide shoreline access as sea levels rise.

By working with a wide range of experts, from research partners to local community stakeholders, WRT and the team has developed an integrated approach to adaptation planning and design that will benefit the community and broader region over time by improving resilience, equitable trail access for mobility







**Contracting party**  
Golden Gate National Parks  
Conservancy

**Key facts**  
Contract size: \$400,000+  
(project ongoing)  
Beginning and end dates:  
2019-present

**Key services provided**  
Community engagement  
Resiliency planning

**Details of negative actions**  
N/A

© WRT

## Bothin Marsh Adaptation Project

### Marin County, CA

Bothin Marsh will be the adaptation prototype for Marin County, adapting to sea level rise through nature-based strategies that allow the shoreline to evolve while restoring wetlands and providing recreational access along the shoreline over time.

The Bothin Marsh Preserve is Marin County Parks' most visited and most vulnerable park. Existing sea levels are threatening the Preserve's shoreline habitats and their ability to support abundant native wildlife, including special-status species, migratory birds, and rare plant species. In addition, existing active transportation and recreational access along trails to and through the Preserve are severely threatened by impending sea level rise.

The Mill Valley/Sausalito Multi-use Path is a critical link in the San Francisco Bay Trail and regularly floods at the Preserve over 30 times each year. Through the Bothin Marsh Adaptation Project, WRT and team are developing conceptual designs to adapt the Preserve to changing climate and SLR through nature-based strategies allowing evolution and restoration of tidal wetlands, and restoration of ecological processes and habitat function at Bothin Marsh. The Preserve's trail system will also be adapted to ensure year-round active transportation and recreational access along the shoreline.

Through extensive community engagement and support from a broad team of science and technical advisors, the project supports the community's vision for the shoreline and the broader San Francisco Baylands ecosystem habitat goals.







## FDR Park Plan

### Philadelphia, PA

The plan positions FDR Park as a critical piece of civic, health, and ecological infrastructure that sustains and serves all Philadelphians and meets existing and future generations' needs.

**Contracting party**  
Philadelphia Parks & Recreation

**Key facts**  
Contract size: \$356,000  
Beginning and end dates: 2017-2019 (Plan), 2021-present (Implementation)

**Key services provided**  
Community engagement  
landscape architecture  
Community resilience planning  
Green infrastructure  
Urban design

**Details of negative actions**  
N/A  
© WRT

WRT is working with the Fairmount Park Conservancy and Philadelphia Parks and Recreation on a once-in-a generation opportunity to reimagine a historic Olmsted Park to serve 21<sup>st</sup> century Philadelphians. The plan for the 348-acre FDR Park in South Philadelphia is investigating, analyzing and recommending approaches to enhance FDR's ecology, landscape and built environments. It also seeks to create a shared vision for reinvestment among park managers, adjacent institutions, stewards, non-profits and general park users.

WRT's approach to the project considers three primary goals. The first is to restore productive hydrological functions of the landscape that can provide ecological enhancement and restoration services for South Philadelphia and the City. The second is to reclaim the vision of the park. As the park and its surroundings have transformed over time, something of the grandeur envisioned by the Olmsted Brothers' plan has been lost, but can be reclaimed. The third is to renew the park's impact, keeping in mind that contemporary recreation uses can complement, not hinder, the park's restored and reclaimed landscape.

The plan positions FDR Park as a critical piece of civic, health, and ecological infrastructure that sustains and serves all Philadelphians. This ambitious and achievable vision relies on an understanding of the park as an artificial landscape, where topography, water, and nature are designed to create Philadelphia's centerpiece of resilience, community, and celebration.

Understanding the project's significant impact on Philadelphians, WRT crafted a meaningful and inclusive community engagement plan to facilitate consensus building among stakeholders and members from a wide-range of communities, including socially vulnerable and underrepresented populations across the city.

During the year-long planning process, the project team spoke to nearly 3,000 community members and stakeholders. These conversations took place in seven languages and in settings that ranged from online surveys, canvassing in the park, two public open houses, several small design workshops, and more than 30 stakeholder meetings. In 2019, the WRT team unveiled the plan for FDR Park at a community event held on the Boathouse Lawn.

The Gateway Phase of implementation for the plan is underway, beginning with the new Welcome Center, which will restore and transform a 5,500ft<sup>2</sup> historic guardhouse at one of park entrances into the hub for all park activities. Pattison Playground, a new, world-class destination play space, will be next to the center.

Future phases of implementation include the creation of a new wetland system led by Biohabitats. In partnership with Philadelphia International Airport, the wetlands will be constructed on 45 acres on the southwest border of FDR Park. The wetlands will provide important wildlife habitat and deliver on the community's top priority: access to nature via trails, boardwalks, and water access points. WRT is working with Biohabitats and other local partners to implement the wetland project.



## MNLA's (WBE) experience with contracts of similar size and scope



**Contracting party**  
National Audubon Society  
Inc./Audubon, NY

**Key facts**  
Contract size: \$750,000  
(construction cost)  
Beginning and end dates:  
2019 (inclusive)

**Key services provided**  
Landscape architecture

**Details of negative actions**  
N/A

© MNLA/Elizabeth Felicella

### Theodore Roosevelt Sanctuary and Audubon Center (TRSAC) Master Plan and Implementation

#### Oyster Bay, NY

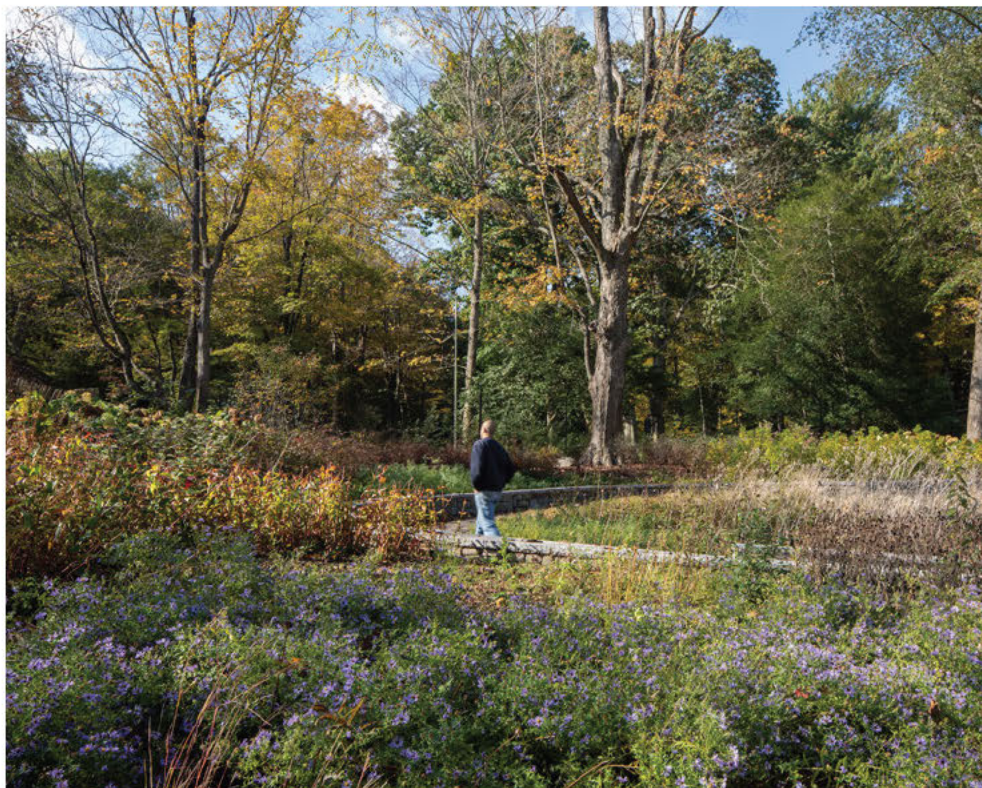
MNLA's master plan clarifies circulation routes, removes existing structures, establishes demonstration gardens and creates a more welcoming and accessible entry to the site, providing for meaningful connection and response to the local neighborhood.

On behalf of Audubon New York, MNLA created a landscape master plan for the Theodore Roosevelt Sanctuary in Oyster Bay Cove, the first Audubon Songbird Sanctuary in the nation.

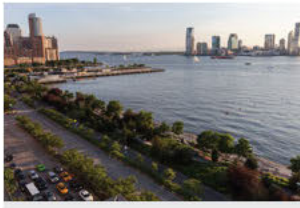
The master plan clarifies circulation routes, re-envision existing structures, establishes native plant demonstration gardens, and creates a welcoming entry to the site. The plan also provides strategies for improving bird habitat, controlling invasive species, and managing stormwater with green infrastructure.

The central gathering area features a restored bronze fountain by the American artist Bessie Potter Vonnoh (cast in 1925). The project has been implemented in phases and is now open to the public.

MNLA centered park in the broader ecological network, finding the optimum balance of solutions for flora, fauna, and humans. The park also advances environmental stewardship, education, and understanding through its robust native planting plan for this stopover on a key migration route in the northeastern United States.







## Hudson River Park Master Plan and Design of Segment 3 in Tribeca

New York, NY

**Contracting party**  
Hudson River Park Trust

**Key facts**  
Contract size:  
\$170m (Segment 3)

Beginning and end dates:  
1993-1997 (Master Plan),  
2005-2013 (Segment 3)

**Key services provided**  
Landscape architecture

**Details of negative actions**  
N/A

© Elizabeth Felicella

The development and implementation of the master plan for the formerly contaminated working waterfront transformed it into a 5.5-mile-long linear park the, allowing people to reconnect with the water's edge and enjoy both passive and active recreational opportunities.

MNLA Principal Signe Nielsen was the joint venture partner on the team that prepared a comprehensive master plan and design guidelines for the 550-acre Hudson River Park. This plan is premised on reclaiming the waterfront for public benefit. More than three decades since the plan was completed, the park is a valuable resource to area residents and visitors.

Following the master plan, MNLA designed Segment 3, the Tribeca section of Hudson River Park, which reconnects urban residents with their shoreline, mighty river, the horizon, sunsets, seasonal changes, and reemerging habitats. By boat, bike or on foot, New Yorkers have reclaimed a significant piece of abandoned waterfront as a destination to enjoy.

This award-winning \$170m segment is three-quarters-of-a-mile long and includes 14 acres of open space and new buildings. Active and passive recreational opportunities abound alongside park-wide signature features of the continuous waterfront promenade. The most notable destination is the nature walk, an undulating boardwalk that meanders through a native shoreline grassland dotted with red cedars. Pier 25, a 1,000ft-long, 3.2-acre pier features sand volleyball, mini-golf, children's play areas, a multi-purpose field, and a sunset deck that collectively combine surprise and artistry, endearing the pier to the community and all who visit.







**Contracting party**  
New York City Economic  
Development Corporation

**Key facts**  
Contract size: \$210m  
(construction cost for an 8.3-  
mile area)  
Beginning and end dates:  
2006 (Master Plan),  
2011 (Hunts Point Landing),  
2015 (Randall's Island  
Connector),  
2013 (Lafayette Avenue),  
2018 (Food Center Drive),  
2010 (Produce Market Fence)

**Key services provided**  
Landscape architecture

**Details of negative actions**  
N/A

© MNLA/Elizabeth Felicella

## South Bronx Greenway Master Plan and Implementation Bronx, NY

Working closely with city agencies and two local community-based project partners, MNLA led a team to define the route and character of the South Bronx Greenway within the Hunts Point and Port Morris neighborhoods, enhancing connectivity and accessibility.

A central premise of the project is balancing quality of life improvements for residents and workers alike and demonstrating that community and industry can coexist through careful planning and design. During the planning process, five priority projects were identified, each of which is now constructed. The project required coordination among a diverse range of stakeholders with competing interests.

The master plan reaches far beyond the notion of physical connectivity. It provides some of the first waterfront access to the South Bronx, contributes significantly to air and water quality improvements, and fosters compatible economic development. The Greenway has become a catalyst for subsequent private and public investments and a symbol of success for the environmental justice movement.

MNLA was directly involved in the design and construction of all outgrowth projects of the master plan. These include the Randall's Island Connector, Hunts Point Landing, Reconstruction of Lafayette Avenue, Design of Produce Market Fence, and the Reconstruction of Food Center Drive.

The firm harnessed creative solutions to navigate brownfield conditions to create a new safe, public open space for a notoriously underserved part of New York City. One example is the use of the Randall's Island Connector, an existing piece of infrastructure, helped to provide safe, inclusive access to these recreational resources. While providing important recreational benefits, Randall's Island Connector also treats all stormwater on site, and uses native and drought tolerant plants without irrigation.





**Contracting party**  
City of East Orange

**Key facts**  
Contract size: \$200,000  
Beginning and end dates:  
2017-2018

**Key services provided**  
Community engagement  
Comprehensive land use  
planning

**Details of negative actions**  
N/A

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## City of East Orange Parks Master Plan

### East Orange, NJ

The Nishuane Group team engaged a diverse range of stakeholders by using creative placemaking techniques to facilitate an in-depth visioning process to help community members define and articulate their needs and desires for the city's parks.

The City of East Orange sought to develop a comprehensive assessment of its aging park system, towards implementation of a program of physical rehabilitation and programming that was more responsive to the needs of its changing resident population. The Nishuane Group provided community engagement consulting services.

The project required balancing ongoing needs of existing residents and the demand for new development, as well as coordination among diverse stakeholders with competing interests (i.e., seniors, government officials, business owners, and community stakeholders). Team members conducted in-depth research, analyzed existing conditions, and explored national trends and concepts in park and open space/recreational development that could be utilized and take root in East Orange.

Civic engagement was at the heart of this planning process. Focus groups, interviews, and public meetings generated valuable input from the residents, community organizations, and other key stakeholders. The information and perspectives received were used to develop the recommendations and propose initiatives presented in the final plan.

The City of East Orange Parks Master Plan reflects a broad consensus of public opinion about the future of East Orange's parks, based on the vision of residents, decision makers and other stakeholders. The Plan was the impetus for the subsequent physical and programmatic development and rehabilitation of the city's parks, which has solidified this precious asset as a valuable community resource.





**Contracting party**  
Together New Jersey

**Key facts**  
Contract size: \$300,000  
Beginning and end dates:  
2014-2018

**Key services provided**  
Community engagement

**Details of negative actions**  
N/A

© Nishuane Group

## Maplewood Township Irvington Avenue Study

### Maplewood, NJ

The Nishuane Group's engagement efforts resulted in a plan that provides a blueprint for the physical and social revitalization of the Irvington Avenue Corridor in Maplewood, featuring a significant level of community participation.

As part of the Together North Jersey Initiative, Maplewood Township proposed the development of a plan to revitalize one of its key commercial corridors, which was characterized with a high rate of vacancy and a general lack of identity. The core study area included two neighborhood blocks with frontages along Irvington Avenue; specifically between Putnam Street and Franklin Terrace.

The overall goal of this initiative was to revitalize the corridor making it more resourceful and convenient for residents and others who work, shop, and do business there, creating a safe and enjoyable environment that provides social and economic benefits.

The Nishuane Group team conducted several outreach and engagement sessions in which stakeholders provided their vision for the future of the corridor. They identified traditionally under-represented community members and stakeholders and undertook outreach and engagement with them. The team then compiled a database of participants, developed survey tools, and coordinated and facilitated multiple focus group and open house sessions.

Subsequently, the Nishuane Group team co-authored the engagement element of the final plan, which detailed the outreach and engagement activities and summarized the results. The team articulated the feedback from residents, including recommended mechanisms and activities aimed at improving the business environment within the study area, opportunities for partnerships, and strategies for sustainable revitalization.



**Contracting party**  
Together New Jersey

**Key facts**  
Contract size: \$300,000  
Beginning and end dates:  
2014-2018

**Key services provided**  
Community engagement

**Details of negative actions**  
N/A

© Nishuane Group

## **Bloomfield Avenue Complete Corridor Study**

**Montclair, Glen Ridge, Bloomfield, and Verona, NJ**

The Nishuane Group's outreach and engagement activities with cohorts, members of local government, and grassroots organizations ensured the resulting plan was specific to the issue and needs of diverse community members.

Bloomfield Avenue, one of the busiest corridors in Essex County, traverses through the towns of Montclair, Glen Ridge, Bloomfield, and Verona. The corridor presents very specific issues as it goes through each town.

To address these challenges, specific intersections and sections of the corridor were identified in each town for study and development of measures to address the concerns. Among the stated goals of the initiative were to gather and analyze data to identify gaps in transportation, pedestrian, and bike access.

The Nishuane Group team conducted a variety of outreach and engagement activities with diverse cohorts, members of local government, and grassroots organizations in each of the participating communities. These activities included focus group meetings, community meetings, information tables at fairs and festivals, questionnaires, and customized interactive open houses. A comprehensive directory of stakeholders was also compiled, to support the implementation initiatives coming out of the plan.

The resulting plan provided recommendations for upgrades and improvements on the Bloomfield Avenue corridor that were specific to the issues identified and the needs of diverse community members in each area. The plan was also widely used as a resource and has been leveraged by county and local governments in seeking additional transportation funding.



## Matrix's (WBE) experience with contracts of similar size and scope



**Contracting party**  
City of Newark

**Key facts**  
Contract size:  
\$11m (construction fee),  
\$92,250 (Matrix fee)  
Beginning and end dates:  
2016-2018

**Key services provided**  
Site remediation

**Details of negative actions**  
N/A

© Matrix

### Ironbound Recreation Football Fields

Newark, NJ

Matrix was successful in getting an RAO on a contaminated site, making the Ironbound Recreation Fields were made safe for the use of high school athletics, resulting in new, safe, and equitable opportunities for outdoor recreation..

Matrix acted as the Licensed Site Remediation Professional (LSRP) representing the City of Newark for the investigation, remediation, and redevelopment of the Ironbound Recreation Football Fields in Newark, NJ. The site was formerly owned by the Celluloid Corporation and the Celanese Corporation of America to produce plasticizers and cellulose acetate and was purchased by the City of Newark for the development of a football field and recreation center in the 1960s. In the late 1980s, the fields were closed to the public after elevated levels of polychlorinated biphenyls (PCBs) were discovered.

Matrix worked with the City of Newark and Celanese to complete the submission of a Preliminary Assessment, Remedial Investigation, and Remedial Action Workplan for the remediation of the site in accordance with the requirements of the New Jersey Department of Environmental Protection technical requirements and guidance and developed a Self-Implementing Workplan for the remedial action of PCBs in accordance with the United States Environmental Protection Agency Toxic Substance Control Act.

Matrix provided construction oversight during the remedial action to remove the PCBs, the redevelopment of the Site as the Eddie Morales Stadium, and produced a Remedial Action Report for submission to the Department and USEPA. A Deed Notice was prepared and filed with Essex County, and an Application for a Remedial Action Permit for Soils (Soils RAP) was submitted to the Department. Upon approval of the Soils RAP, an AOC Specific Restricted Use RAO for the AOCs associated with the Football Field was issued by the LSRP.







#### **Contracting party**

New York City Department of Parks and Recreation (owner)

SWA/Balsley (Matrix's direct client)

#### **Key facts**

Contract size:

\$268,040 (Matrix fee)

Beginning and end dates:

2018-present

#### **Key services provided**

City Environmental Quality Review (CEQR) technical memo

Department of Transportation (DOT) design approval document

#### **Details of negative actions**

N/A

© Matrix

## **Bridge Park Expansion**

### **Bronx, NY**

Matrix successfully navigated the environmental planning and permitting requirements for this environmentally sensitive area and got extensive experience in seeing the issues that arise with ROW conversions and the pitfalls that could slow down the design process.

Matrix performed environmental review evaluations for the 4.25-acre expansion of Bridge Park located along the waterfront in the Highbridge Neighborhood of the Bronx, New York. This project required preparation of a New York City Environmental Quality Review (CEQR) technical memo to comply with local NYC laws, and preparation of a New York State Department of Transportation (NYSDOT) Design Approval Document (DAD) to comply with state regulations regarding acquisition and conversion of an existing roadway segment right-of-way (ROW) into a multi-use greenway within the park.

Matrix successfully navigated this project's complex environmental factors including the project's proximity to sensitive coastal resources and historic resources, shoreline repair and green infrastructure stormwater management elements, Section 4(f) evaluation, and ROW conversion into a multi-use pathway. In accordance with a Programmatic Agreement between the NYSDOT and FHWA, for this project Matrix prepared consultation packages for historic resources (pursuant to Section 106 of the National Historic Preservation Act), biological resources (pursuant to Section 7 of the Endangered Species Act), and Essential Fish Habitat (pursuant to the Magnuson-Stevens Fishery Conservation and Management Act). Matrix also provided a Section 4(f) evaluation as part of the DAD in adherence with NYSDOT and FHWA environmental review procedures.





## MTA MNR Feasibility Study, Spuyten Duyvil to Ludlow Trail NY

Matrix contributed to the plan for a new walkway involving structures over the waterway and understanding the associated costs and permitting challenges.

**Contracting party**  
MTA Metro-North Railroad

**Key facts**  
Contract size:  
\$50m (construction cost);  
\$255,000 (Matrix fee)  
Beginning and end dates:  
2016-2018

**Key services provided**  
Civil engineering  
Cost estimating  
Environmental  
Landscape architecture  
Permitting  
Surveying

**Details of negative actions**  
N/A

© Matrix

Matrix conducted an in-depth preliminary engineering and feasibility study for Metro-North Commuter Railroad Company's (Metro-North) evaluation of a several-miles-long waterfront walkway located along the Hudson River. The project involved complex design considerations, including the following:

- Regulatory concerns associated with waterfront and in-water construction
- Safety concerns associated with pedestrian access immediately adjacent to an active railroad
- Complex construction logistics due to limited upland access to the site
- Incorporation of sea level rise resiliency into design elements
- Pedestrian access limitations that require pedestrian bridge crossings at frequent intervals
- Accommodation of future track maintenance, including heavy machinery access along the proposed walkway

Matrix worked closely with both the Metro-North stakeholders (e.g., operations, maintenance, etc.), state and local officials, as well as the affected community. Matrix's work included internal and public presentations to evaluate the feasibility of the project, and to provide the owner with realistic schedule, cost, and regulatory expectations for their evaluation of the project.







**Contracting party**  
Open Space Institute

**Key facts**  
Contract size: \$399,000  
Beginning and end dates:  
2020-2022

**Key services provided**  
Coalition building  
Community engagement  
Relationship management  
Strategic partnership  
development

**Details of negative actions**  
N/A

© Open Space Institute

### Essex-Hudson Greenway Project

#### Jersey City to Montclair, NJ

NJBWC addressed the challenge of conducting community engagement during height of the COVID-19 pandemic by pivoting to virtual presentations, increasing attendance in most instances, which will inform future hybrid approaches that draw on the best of in-person and virtual methods to engage a diverse range of stakeholders.

NJBWC has led advocacy in support of the Essex-Hudson Greenway Project for over a decade. As a major partner along with the Open Space Institute and the 911 National Memorial Trail, NJBWC played a major role in the successful acquisition by the state of the corridor, leading the community outreach and engagement across the 8 municipalities. They built a broad coalition, of government leaders, non-profits, business improvements districts, community and faith-based organizations, environmental organizations and bike/ped advocates and residents across the region. The organization conducted over 50 public virtual presentations focusing on the myriad benefits to the region.

There was a focus on intentional outreach to overburdened communities and communities of color and those where English was not the primary language in households. This work was facilitated by bilingual outreach staff and presentations in Spanish. The response across the region was clear with 137 organizations signing on in support, 8,000 support letters from residents and 13 support resolutions from municipalities and both counties.

This period of community outreach took place during the height of the COVID-19 pandemic creating new challenges as in person meetings and community-based events were shutdown. NJBWC pivoted to virtual presentations and found in many cases more people were able to attend. The organization is looking forward to a hybrid approach that combines the best of both.

### Essex-Hudson Greenway Supporting Organization

A once-in-a-lifetime opportunity exists to create nearly nine miles of linear park in Northern New Jersey. This transformational new Greenway, spanning Essex and Hudson Counties, will improve access to nature and create new opportunities for active transportation and recreation.

It is now possible to be a supporting organization of this iconic project! If you are a representative of a community organization, faith-based organization, advocacy organization, school, or business, and you believe that New Jersey will benefit from the Essex-Hudson Greenway, join our list of supporters using this form below.

\*Your organization's name will be listed on the Essex-Hudson Greenway website ([www.essexhudsongreenway.org](http://www.essexhudsongreenway.org)). Your personal name, email, and phone number are for internal use only, and will not be publicly listed.





#### Contracting party

Division of Highway traffic  
Safety of New Jersey

#### Key facts

Contract size: \$115,000

Beginning and end dates:  
January-October 2022

#### Key services provided

Community engagement  
strategy and implementation  
Communication strategy and  
messaging

#### Details of negative actions

N/A

© NJBWC

## Safe Passing Law Campaign

### NJ

NJBWC successfully informed and educated the public about the Safe Passing Law by translating their resources into other languages widely spoken by New Jersey residents and conducting a digital media ad campaign.

With rising traffic fatalities, the State of New Jersey recently passed the Safe Passing Law, which gives guidance to drivers on how to safely pass vulnerable road users. NJBWC received a grant from the NJ Division of Highway Traffic Safety to carry out an outreach campaign, across the state, to inform and educate the public about the new law.

The organization created a public online resource center, The Safe Passing Law Resource Center: <https://njbwc.org/safepass4nj/>. They also led a partner network of state agencies, safety organizations, and advocates to coordinate efforts and help amplify the messages. This included MVC, AAA, AARP, the Bicycle and Pedestrian Resource Center, NJTPA, and Transportation Management Associations across the state.

To facilitate equitable access to the resources, NJBWC translated the entire SPL Resource Center into Spanish, Chinese, and Portuguese. To reach large numbers of the public, they carried out a digital media ad campaign utilizing Google ads and Facebook ads. The campaign was very successful with over 16 million impressions on Google Ads and reaching over one million people on Facebook/Instagram.



What exactly does the law do?

The law requires drivers to approach road users not in cars with caution.



What exactly does the law do?

If at all possible, drivers should move over a lane.



What exactly does the law do?

The driver should leave at least 4 feet between the car and the person on the road.



What exactly does the law do?

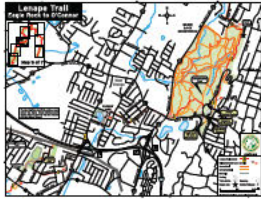
If moving over is not possible drivers must slow down to 25 MPH and be prepared to stop.



What exactly does the law do?

Pass only when it is safe to do so without endangering those sharing the road.





## Lenape Trail Revitalization Project

### Essex County, NJ

NJBWC's Lenape Trail Guide is used as a model by the New York New Jersey Trail Conference for methods to increase equitable public use and accessibility to outdoor spaces.

#### Contracting party

New York New Jersey Trail Conference

#### Key facts

Contract size: Confidential

Beginning and end dates:  
2017-2019

#### Key services provided

Community engagement  
Content creation  
Partnership management  
Trail development

#### Details of negative actions

N/A

© New York New Jersey Trail Conference

This New York New Jersey Trail Conference project revitalized the Lenape Trail through Essex County. The 34-mile trail enhances access to nature and open space and connects 19 Essex County Parks with off road and on road paths. The trail started in 1970 needed rerouting, mapping, and community engagement to activate it.

Working with the County and multiple park conservancies, NJBWC built a working group to implement signage, rerouting mapping, and public information about the trail. They created a 40-page online Lenape Trail Guide with maps, points of interest and history, the Lenape Trail Guide. Working with the Essex County Environmental Center, the organization designated signage placement and coordinated input from Park conservancies and trail advocates to engage in promotion and programming.

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**Contracting party**

New Jersey Sports and  
Exposition Authority

**Key facts**

Contract size: \$95,076

Beginning and end dates:  
2022-present

**Key services provided**

Assessment

Ecosystem restoration

Hydrodynamic modeling

**Details of negative actions**

N/A

© Biohabitats

### Sawmill Creek Wildlife Management Area

#### Lyndhurst, NJ

Biohabitats will have the knowledge of the local hydrodynamics, sediment transport, ecological stressors, and environmental goals to help the Greenway, which runs through this site, be planned and implemented in harmony with the Meadowlands' ecosystem, responding to distinctive environmental and ecological settings.

Biohabitats' role for this phase of the restoration vision is to develop a hydrodynamic and sediment transport model of the tidal system of the Sawmill Creek Wildlife Management Area. This is essential to determining the best approach for restoration. Based on the model results, Biohabitats will provide recommendations for ecological restoration, which will also consider climate change and sea level rise so that the site's full ecological and carbon sequestration value can be realized into the future.

The 741-acre Sawmill Creek Wildlife Management Area (WMA) was a thriving tidal marsh; however, 200 years of anthropogenic impacts, such as dikes, tide gates and ditches have severely altered and deteriorated ecosystem services, like habitat, carbon sequestration, protection from storms, and water quality improvement. In 1950, the tide gates and dikes were breached, which restored tidal flow to the marsh. However, 90 years of no tidal flow resulted in marsh subsidence and large swaths of mudflats and open water. This limits the ecological function of the marsh, and it has become a carbon source, provides little protection from storms, and has less diverse habitat than a healthy marsh system.

Part of the proposed Greenway runs directly through the project site, and this degraded ecological condition is consistent with the coastal systems around LSP and the larger Greenway. Biohabitats is analyzing environmental and geospatial data and field measurements from NJSEA to inform the model development and restoration recommendations. Therefore, this project provides Biohabitats with uniquely detailed local knowledge of the hydrodynamics, sediment transport, and ecological stressors of the Greenway site.

Biohabitats is carrying out the project in accordance with NJSEA's Meadowlands Research and Restoration Institute's (MRRI) 2022 priorities: meet NJ's climate and coastal resiliency strategies; restore habitat for threatened and endangered species; protect natural resources threatened by climate change and continued human impact; and further the programs set forth in NJSEA's EPA-approved Wetland Program Plan. This will help ensure that Biohabitats' ecological recommendations for the Greenway align with regionally recognized goals.





**Contracting party**  
New York City Department  
of Parks and Recreation  
(NYCDPR)

**Key facts**  
Contract size: \$995,309.24  
Beginning and end dates:  
2007-2013

**Key services provided**  
Construction management  
Design  
Inventory and analysis  
Permitting

**Details of negative actions**  
N/A

© Biohabitats

## **Freshkills Park, North Park Wetland Restoration and Living Shoreline Design**

### **Staten Island, NY**

Biohabitats will be able to provide well-informed ecological improvements for Liberty State Park and parts of the Greenway to provide resiliency and climate adaptation, as the hydrodynamics and water quality conditions are like those of Freshkills Park.

Biohabitats helped NYCDPR restore two acres of coastal wetland habitat within Freshkills Park, a site once known as the world's largest landfill. This pilot project, which will guide further wetland restoration in the park by demonstrating successful, cost-effective measures for restoring tidal marsh, was made possible by a grant from the New York Department of State's Office of Coastal, Local Government & Community Sustainability. Biohabitats' transformative salt marsh and coastal habitat restoration design included "living shoreline" stabilization features and ecologically viable wetland habitat and coastal upland grassland.

Biohabitats designed the site to function in the face of rising sea levels and other climate change scenarios, and then obtained all the required permits for construction. Biohabitats also developed the full design and specifications required to put the project out to bid according to New York City protocol.

A living shoreline, constructed with coir fiber logs, bags of mussels, and trucked-in sand, addresses multiple objectives simultaneously: dissipation of water energy, creation of aquatic habitat, stabilization of the shoreline, and additional erosion control. Native grasses and forbs, such as salt marsh cordgrass and sea lavender, were then planted to further secure the site and provide additional habitat.

Constructed in the spring of 2012, the restoration at Freshkills Park has yielded many benefits. The park was credited with protecting nearby Staten Island neighborhoods from severe flooding during Hurricane Sandy. The living shoreline and restored tidal marsh will provide ongoing protection for habitat potentially threatened by climate change and sea level rise. It will also improve water quality through greater interface between coastal plants and tidal waters.

The project site is one of the region's largest landfills and therefore presents similar remediation challenges that will be present throughout the Meadowlands and along the Greenway. Located along the shoreline of Staten Island, the hydrodynamic and water quality conditions be comparable to the tidal marsh sites at LSP and along the Greenway. Therefore, Biohabitats will be able to employ our knowledge of this ecosystem and the uniquely urban conditions of the shoreline to propose ecological improvements at LSP and along the Greenway.



## Riverfront Buffalo Outer Harbor Ecological Restoration Design Phase I & II

Buffalo, NY

**Contracting party**  
Erie Canal Harbor  
Development Corporation

**Key facts**  
Contract size: \$94,444.62  
Beginning and end dates:  
2017-2019

**Key services provided**  
Construction procurement  
Design  
Green infrastructure  
Inventory and assessments  
Management  
Public outreach

**Details of negative actions**  
N/A

© Biohabitats

Biohabitats will use experience like this to evaluate and recommend ecological restoration approaches at contaminated or remediated sites along the Greenway. Similar approaches to combine habitat restoration with park programming might be employed at LSP or along the Greenway.

Located in the “Outer Harbor” section of Buffalo’s waterfront, these phases of the Buffalo Outer Harbor project encompass over 165 acres along the Lake Erie shoreline within a protected harbor, formed by an outer break wall built in the late 19th century. Historically, the Outer Harbor provided deep water port facilities and industrial uses, but the site has been vacant for decades. The site now includes areas where pioneer vegetation has volunteered, attracting birds and other wildlife. Given the brownfield nature of the site, and the need for soil capping and fencing, much of the site will be left to its natural conditions, but the design creates a series of mountain bike, pump track and skills loop/tot tracks and extends an existing Greenway Nature Trail. The design also features a Great Lawn that will provide passive recreation and an outdoor concert space.

The project was separated into two phases. In phase one, Biohabitats’ role was to integrate habitat restoration strategies into the design; to treat invasive species and augment poor soils and limited vegetation species with a plethora of native trees, shrubs, grasses, and forbs focused on birds and pollinators. Biohabitats integrated a series of upland habitat zones and pollinator meadows into the project to reclaim nearly five acres of habitat. Harsh soil conditions required the import of clean soil and the integration of approximately 100 “planting islands” within a series of deer enclosure fences to provide habitat and increase biodiversity and local seed sources. “Living fences” of trees and shrubs were also designed to protect certain areas from the public while providing critical habitat. Native trees, shrubs, grasses, and forbs focused on target bird and pollinator species.

The Phase II Environmental Site Assessment was used to characterize environmental conditions in the key areas where improvements are proposed. In this phase of the project, Biohabitats provided habitat restoration and living infrastructure support services. A detailed ecological assessment was performed for the portion of the site with regenerated vegetation, including vascular plant and insect inventories, and analysis of system quality, plant community description, and species rarity. Services also included evaluating aquatic habitat restoration alternatives. Restoration priorities, implementation strategies, cost/budgeting information, and habitat potential for various elements were provided to help the team evolve the concept and inform the community engagement process. The concept plan was formally adopted, and Biohabitats provided ecological support for detailed design and construction of the next phases of capital improvements, including habitat restoration and the integration of green infrastructure elements into access, gathering, and interpretive features.





**Contracting party**

New Jersey Department of Environmental Protection;  
Municipalities of Jersey City, Newark, Hoboken, and Bayonne; Hudson County

**Key facts**

Contract size:  
\$1.5m (overall),  
\$300,000 (ONE fee)

Beginning and end dates:  
2020-2022

**Key services provided**

Community and stakeholder engagement  
Graphic design  
Resilience and climate adaptation planning  
Strategic implementation phasing  
Urban design  
Vulnerability analysis

**Details of negative actions**

N/A

© New Jersey Department of Environmental Protection

## Resilient Northeastern New Jersey

### Jersey City, Newark, Hoboken, and Bayonne, NJ

Through this project, ONE has gained an intimate understanding of the area's climate vulnerabilities, relevant solutions, and the roles various stakeholders can play in moving these forward.

Resilient Northeastern New Jersey is a regional resilience partnership aiming to build upon ongoing resilience work and provide a clear roadmap for ensuring long-term social, environmental, and economic vitality by reducing flood risk. The communities of Jersey City, Newark, Hoboken, and Bayonne have experienced flooding during heavy rainstorms, combined sewer overflows, and coastal storms, such as Hurricane Sandy. Flooding is expected to worsen over time as climate change causes more intense rainfall and sea level rise. With our interdisciplinary project team, led by Arcadis, under the guidance of the New Jersey Department of Environmental Protection, ONE is working to develop an action plan to address current and future flood risks at a local and regional level. Through close collaboration with local city and county governments, numerous stakeholders and community organizations, and a robust outreach operation, the project aims to offer holistic solutions that are integrated with the communities they serve.

The program will build on existing efforts and capabilities in New Jersey to develop and implement creative local and regional planning solutions to address current and future flood-related hazards. An assessment of existing, ongoing, and planned resilience and development projects forms the basis for the project. With opportunities and gaps identified in the existing system, combined with gathered research, modeled flood data, community input, and expert guidance, the project team will develop several scenarios for future development. After stakeholder and public review, a unified scenario will be advanced, providing a roadmap for local, regional, and state entities that will promote the health and well-being of the Northeastern New Jersey coastal and riverine communities through resilient growth.





## Moakley Park Vision Plan

### Boston, MA

ONE developed a strong understanding of the interplay between the construction of coastal resilience solutions in existing, low-lying parks, and the role the park can play in stormwater management, resiliency, and climate adaptation.

#### Contracting party

Boston Department of Parks and Recreation

#### Key facts

Contract size:

\$300,000 (overall).

\$70,000 (ONE fee)

Beginning and end dates:

2018-2019 (Concept)

2019-2020 (Moakley Park Master Plan Implementation Resiliency Planning & Feasibility MVP action grant)

2020-2021 (Schematic/preliminary design)

#### Key services provided

Building schematic design (implementation phase)

Community and stakeholder engagement (vision plan)

Resilience and climate adaptation planning

Strategic implementation planning

Urban design

#### Details of negative actions

N/A

© One Architecture

The Moakley Park Vision Plan balances outdoor recreational needs and community gathering spaces for a major park in South Boston, with protection against climate-change impacts such as flooding from increased rainfall and sea-level rise. The plan provides a vision for the programmatic development of the park that ensures a diverse and balanced mix of uses, increases active recreational opportunities, cultural amenities, and safety. At the same time, it will consider how the design of the park can help increase the neighborhood's resilience against coastal flooding and reduce the impact of rainfall on recreational fields.

The planning process itself seeks to stimulate meaningful and inclusive community engagement and identify both a long-term design approach to the park that encourages a wide range of users as well as early 'catalyst' projects and partnerships to help promote and sustain future park renovation projects. The vision will seek to increase connectivity between Moakley Park and adjacent neighborhoods as well as Carson Beach and The Boston Harbor Islands, just steps away. The Vision Plan process spanned the course of a single year. Four major community events were planned during this time. For these events, ONE and Stoss designed immersive public engagement centered around play activities simulating flood protection and interactive exercises to help determine the park's future programming. In addition, the team conducted a routine series of open houses, interviews, and stakeholder meetings. In the initial stages of the project, a Community Advisory Board was formed to inform the design team of questions, concerns, and aspirations for future users of Moakley. In Fall 2018, ONE and Stoss were invited to the Ontario Climate Consortium to present on their innovative techniques through an imitation engagement session, Lateral Dialogues.

During the detailed design of Phase 1, ONE developed the facilities plan and will be developing the architectural design and sustainability strategies for the park's Maintenance & Operations Facility, will commence in the coming months.



## Rebuild By Design: The Big U and follow up projects

### New York, NY

ONE has an unrivaled expertise in the planning and design of complex coastal resilience projects for multiple benefits, often integrated in existing parks or infrastructure, with complex stakeholder arrangements.

#### Contracting party

US Department of Housing and Urban Development (HUD), Hurricane Sandy Rebuilding Task Force

#### Key facts

Contract size:

\$250,000 (overall),  
\$40,000 (ONE fee)

Beginning and end dates:

2015-present (ESCR)

2018-present (BMCR)

2016-2018 (LMCR)

2020-present (FiDi-Seaport Climate Masterplan and 30% design)

2020-present (BPCA West and North Resilience Project)

2022-present (Hospital Row Resilience Project)

#### Key services provided

Resilience and climate adaptation planning

Stakeholder and community engagement

Vulnerability analysis

Urban design

#### Details of negative actions

N/A

© One Architecture

For the 2014 Rebuild By Design competition initiated by the Obama administration's Hurricane Sandy Rebuilding Task Force, ONE collaborated closely with a large design team to create a proposal for The BIG U – a protective system encircling Lower Manhattan responding to the needs and concerns of the island's diverse communities impacted by Hurricane Sandy.

Stretching from West 57th Street south to the Battery and up to East 42nd Street, The BIG U would protect ten contiguous miles of low-lying urban coast from inundation because of storm surge and sea level rise. This overall "U" is divided into smaller compartments, or "Little U's," allowing for the plan to be implemented in partnership with the city in iterative phases. Proposed solutions for each compartment were custom tailored to local needs and conditions in close consultation with communities as well as local, municipal, state, and federal stakeholders. Each segment is flexible and seamlessly integrates into existing functionalities of the waterfront while adding improvements.

The BIG U's central conceit was twofold: to integrate a large-scale coastal protection system into a series of actionable park improvements (creating both better access to the waterfront over the Moses-era transportation corridors separating neighborhoods from the coast and building on existing recreational value) with flood protection built in-place through a series of raised elevations and floodwalls.

Multiple compartments of the plan have since moved into implementation, with the East Side Coastal Resiliency (ESCR) Project securing a \$335m HUD grant and phasing toward construction. Meanwhile, the Lower Manhattan Coastal Resiliency (LMCR) Project has completed its first contractual period with the NYC Economic Development Corporation (NYCEDC) to carry out a feasibility study for implementation strategies and long-term scenarios for Lower Manhattan, followed by the FiDi/Seaport Climate Masterplan.



## HR&A's experience with contracts of similar size and scope



**Contracting party**  
Open Space Institute

**Key facts**  
Contract size: \$25,000  
Beginning and end dates: 2021

**Key services provided**  
Governance and operations  
approach and structure

**Details of negative actions**  
N/A

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### Essex-Hudson Greenway Governance

#### Jersey City to Montclair, NJ

HR&A identified key issues for the future development and management of the Greenway, including consideration of connections between open space and surrounding development.

On behalf of the Open Space Institute (OSI), HR&A conducted a preliminary analysis of approaches to governance and operations for a potential open space on a disused freight line in northern New Jersey. At the time of the study, the purchase of the right-of-way was under consideration, and one of the key questions was the extent to which approaches to cross-county governance and management of a linear space might present opportunities for revenue generation, realization of public policy goals, and high-quality operations of a complex physical space.

HR&A conducted an analysis of these questions through a mix of case studies, analysis of precedents in New Jersey and elsewhere, and specific considerations of the line and adjacent communities. After the completion of the analysis, the State of New Jersey elected to provide capital funds for the purchase of the rail right-of-way.







## Governors Island Reuse

### New York, NY

HR&A's redevelopment strategy considered reuse, recreation, and destinations, as well as the alignment of design/land use plan and economic strategy, providing new, safe, and equitable opportunities for outdoor recreation.

#### Contracting party

General Services  
Administration (GSA),  
National Endowment for the  
Arts (NEA)

#### Key facts

Contract size: \$70,000  
Beginning and end dates:  
2010-2019

#### Key services provided

Business planning

#### Details of negative actions

N/A

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In 1996, the Coast Guard vacated Governors Island, a 172-acre island in New York Harbor and a former base. Since then, HR&A has played a central role in the transformation of Governors Island into a one-of-a-kind public amenity. HR&A was integral in the transfer of Governors Island to the City and State of New York. In partnership with Skidmore, Owings & Merrill, HR&A developed the first comprehensive economic model, land use plan, and development strategy for the Island's re-use. HR&A's reuse plan guided the Island's 2003 sale back to the City and State of New York, a disposition that the firm led on behalf of the City and State.

The Governors Island Preservation and Education Corporation (GIPEC) retained HR&A to provide redevelopment strategies and feasibility analysis for the island. GIPEC is developing a 40-acre park on the Island's south side, which will become a key destination in an emerging recreational harbor district. HR&A supported GIPEC in selecting West 8, the park's designer, through a competition.

The firm also assessed the feasibility of a proposed amphitheater project that would serve as a centerpiece for the park's cultural programming efforts. HR&A evaluated various management and financial structures and programming mixes for the proposed amphitheater, as well as the physical structure's size and design.







**Contracting party**  
Brooklyn Borough President's Office

Port Authority of New York and New Jersey

New York State Urban Development Corporation

**Key facts**

Contract size: \$1.15m

Beginning and end dates:  
2003-2014

**Key services provided**

Business planning

Programming, funding, and governance advisory

**Details of negative actions**

N/A

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## Development Strategy for Brooklyn Bridge Park

### Brooklyn, NY

HR&A developed Brooklyn Bridge Park's financially self-sustaining business model for long-term operations and maintenance, which involved the successful negotiation of roles and responsibilities among multiple jurisdictions and community engagement and involvement.

HR&A served as a strategic advisor to the Brooklyn Bridge Park Development Corporation (BBPDC). The firm worked with the BBPDC to translate its vision for one of the nation's great waterfronts into critical policy and strategic decisions for the 85-acre park. HR&A procured and managed the BBPDC's team of master planners, counsel, and other consultants and managed a complex, multi-year stakeholder outreach process to the project's numerous constituencies, including local, city, and state officials and diverse interest groups.

HR&A developed Brooklyn Bridge Park's innovative financing strategy. To achieve this strategy, the firm secured commitments from the Port Authority of New York and New Jersey, State of New York, the City of New York, and Con Edison electric utility, and private property owners to contribute land holdings to a unified governance structure. They also secured commitments from City and State governments to contribute an initial capital investment of \$150m for the build-out of the project's infrastructure, including land remediation, marine infrastructure repair and enhancement, landscape and recreation features, roads, stormwater, and wastewater management.

In addition, the HR&A team developed a model for self-sufficient park operation and maintenance through the entitlement and disposition of a portion of the project's land for residential, retail, hotel, and parking uses – the land and payment in lieu of tax proceeds of which will generate an endowment fund to support the project's O&M requirement in perpetuity.







## Benefits Case for the Brickline Greenway

### St. Louis, MO

HR&A analyzed the economic development landscape and the role of the Greenway, developing a compelling benefits case that led to federal RAISE grant funding.

#### Contracting party

The Great Rivers Greenway  
District

#### Key facts

Contract size: \$300,000

Beginning and end dates:  
2021-2022

#### Key services provided

Benefits assessment

#### Details of negative actions

N/A

© HR&A

On behalf of the Great Rivers Greenway (GRG) and in partnership with Lochmueller, HR&A crafted a benefits case to support a federal RAISE grant application for the Brickline Greenway (formerly the Choteau Greenway) in St. Louis. The initial segment of the Brickline – which will connect Fairground Park in North St. Louis to Midtown job centers – will add necessary park space, create new citywide connections, improve mobility, and spur adjacent economic development.

HR&A analyzed the property value and pace of development premium for adjacent parcels and conducted a demographic analysis of North St. Louis which highlighted the effect the Brickline would have on equity in a neighborhood that has faced significant disinvestment and stark economic disparities. Our analysis also included a survey of agglomeration economies and local job clusters that would be newly accessible for North St. Louis residents.

HR&A also supported drafting the overarching narrative for the RAISE Grant application, for which GRG was a first-time applicant. In September 2021, the U.S. Department of Transportation awarded GRG \$15m in construction funding – an above average amount – as part of its RAISE discretionary grant program (Rebuilding American Infrastructure with Sustainability and Equity).







## Cross Charlotte Trail Master Plan

### Charlotte, NC

H&RA led the economic analysis and implementation strategy for the 26-mile trail, providing meaningful connection and an active transportation corridor.

#### Contracting party

City of Charlotte

#### Key facts

Contract size: \$250,000

Beginning and end dates:  
2015-2016

#### Key services provided

Public-private partnerships

Value capture strategies

#### Details of negative actions

N/A

© HR&A

On behalf of the City of Charlotte, HR&A served as the economic development and real estate advisor to a master planning effort for the Cross Charlotte Trail as part of a team led by LandDesign. The Cross Charlotte Trail is a 26-mile trail that will stitch together existing and new greenways into a seamless multi-use trail and urban greenway spanning the entirety of Charlotte.

HR&A conducted socioeconomic and real estate market analyses of the neighborhoods adjacent to the proposed alignment options to evaluate a series of alternative trail alignments based on each alignment's ability to generate real estate value and spur new development. HR&A developed a set of strategic recommendations to guide implementation of the master plan, including identifying funding and phasing strategies, and recommending public-private partnership opportunities.

Once completed, the Trail will serve as a major new transportation and open space corridor linking key destinations within Charlotte, which will ultimately enhance the City's quality of life and economic competitiveness.





## The Lawn on D Interim Landscape Programming

### Boston, MA

HR&A developed and implemented a community-focused programming strategy, including revenue-generating elements supporting business plan.

#### Contracting party

Massachusetts Convention  
Center Authority

#### Key facts

Contract size: \$1.5m

Beginning and end dates:  
2014-2016

#### Key services provided

Business planning  
Program design and oversight

#### Details of negative actions

N/A

© HR&A

On behalf of the Massachusetts Convention Center Authority, HR&A led the conceptual plan and programming strategy for The Lawn on D, the Authority's interim landscape event space at the Boston Convention and Exhibition Center located in the rapidly revitalizing D Street Corridor. The Lawn on D is a highly programmed, 2.7-acre park centrally located at the nexus of the Innovation District and South Boston neighborhoods.

HR&A developed a vision plan and strategy for the interim space that emphasized the corridor's transformation from an area previously characterized by surface parking lots and under-used industrial buildings, and established D Street as a flourishing hub of activity surrounded by new retail, residential, and hotel offerings. Their vision for The Lawn on D incorporated a passive recreation space and a flexible, experimental event space focused on providing high-quality, interactive programming for the area's diverse customer base of residents, workers, and conventioners.

The firm devised planning, implementation, and management of the programming strategy for The Lawn on D. HR&A developed a business and operations plan for the space and oversaw programming concept development, budget management, vendor selection and management, and program administration. During its first two operating seasons, The Lawn on D was open to the public seven days a week, hosting a range of programming from movie screenings to ticketed concerts and major international public art installations.

As project manager, HR&A analyzed program performance and revenue targets to provide recommendations that will inform the Authority's future operations and management of the space. Since its opening in 2014, The Lawn on D has gained notoriety as a playful, vibrant destination in South Boston that provides a consistent roster of programming suited for all ages.





### Contracting party

Western New York Land Conservancy

### Key facts

Contract size: \$25,000

Beginning and end dates:  
2020-2021

### Key services provided

Determination of restoration potential and species

Ecological assessment

Incorporation of ecological improvements with other park initiatives and design

### Details of negative actions

N/A

© W Architecture & Landscape Architecture/  
Hood Design Studio/  
Western New York Land Conservancy

## The Riverline Park

### Buffalo, NY

Green Shield Ecology's analyses bolster the habitats upon which The Riverline Park's public amenities and education opportunities depend, providing environmental stewardship including the advancement of education and understanding.

The Riverline in Buffalo, NY, designed by W Architecture & Landscape Architecture with Hood Design Studio and Green Shield Ecology, proposes the transformation of the abandoned site of the former DL&W rail corridor into a verdant refuge which opens the successional landscape to the public. The Riverline functions at a neighborhood and city-wide scale, connecting people to nature, water, art, and each other.

The NYASLA jury called this "a remarkable project that considers the multiple layers of community gatherings, habitats, indigenous and industrial heritage, connectivity (beyond the site), and accessibility," and awarded the plan its Honor Award in Analysis and Planning for 2022.

Green Shield Ecology performed ecological analysis and developed sustainable habitat goals for the 1.5-mile former freight train corridor into an urban public park traversing a series of residential communities.

The ecological work here determined the potential for native plant restoration, the current threats to biodiversity and sustainability, and created plant palettes for diverse landscapes on the site, from wetland swales to meadows and woodlands. These habitats are the foundation for public amenities on site and educational opportunities for all ages.

The park connects people with nature and provides plant biodiversity that can spread to adjacent, urban natural areas. In addition, the space is a meeting ground of residents to help heal the long separation between the various community groups that border the new park.







## Freshkills Park

### Staten Island, NY

Green Shield Ecology's staff have designed and installed a large series of demonstration plantings of native species at Freshkills to determine the proper protocols and materials for re-establishing a native woodland on this 2,000-acre coastal site, a large, former landfill.

#### Contracting party

New York City Department of Parks and Recreation

#### Key facts

Contract size: \$30m

Beginning and end dates:  
2017-2019

#### Key services provided

Analysis of landfill landscape

Coordination with landscape architect plans

Ecological restoration processes and biodiversity potential

Vegetation survey

#### Details of negative actions

N/A

© NYCDPR/Green Shield Ecology

This work was sponsored by the New York City Department of Sanitation and National Science Foundation and required collaboration with New York State and City environmental officials, as well as major engineering management corporations.

The firm conducted a detailed landscape and ecological analysis of the large urban landfill site being transformed into a public park with many activities. The team determined potential for sustainable native vegetation and cost-effective procedures for improving the vast, 1,400-acre site.

The slopes of Freshkills Park border tidal habitats that are the feeding area for wading birds and a resource for public recreation. Stabilization of the slopes with native habitats has both bioengineering and environmental improvement benefits.

In addition, Green Shield Ecology has done ecological planning for the new South Park section of Freshkills Park for the New York City Department of Parks and Recreation. This includes upland wooded and meadow communities, wetland areas, and environmental education initiatives. These studies and plantings are the background for current work on park design and construction on the South Park section, with Starr-Whitehouse landscape architects as the prime on this Anchor Park Initiative project for New York City. The firm also advises the Freshkills Park Administrator on ecological needs of this coastal landscape.







## St. Mary's Park

Bronx, NY

Green Shield Ecology contributions to the ecological health evaluation aimed to increase ecological services and bring awareness to the value that nature brings to St. Mary's Park.

### Contracting party

New York City Department of Parks and Recreation

### Key facts

Contract size: \$39,000

Beginning and end dates:  
2017-2019

### Key services provided

Analysis of existing vegetation

Coordination with landscape architectural initiatives

Determination of biodiversity potential

Ecological outreach for public meetings

Mapping of new habitat areas

### Details of negative actions

N/A

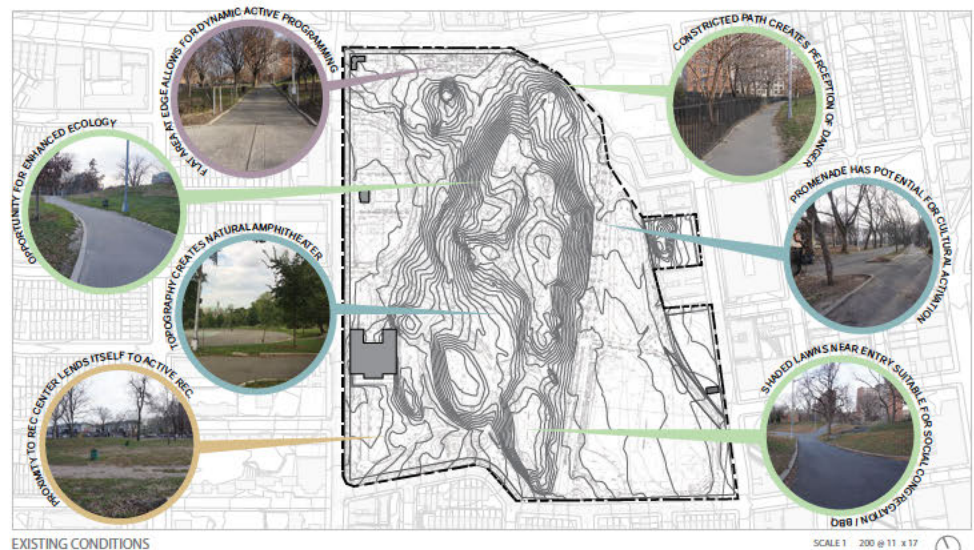
© Green Shield Ecology

The proposed design of St. Mary's Park synthesizes community priorities and infrastructure improvements to create a 21<sup>st</sup> century resource for the underserved urban minority community. This is one of the five "Anchor Parks" that the Mayor's Office awarded to improved local park resources for the New York City community.

Project goals include athletic field improvements, formal reprogramming of key park areas to expand recreational programming opportunities, improvements to park circulation (entrances, pathways, wayfinding) access, expanded amenities to create a multi-generational park, vegetation recommendations for green infrastructure, and the identify and restoration of important ecological assets for a more desirable, native palette of horticulture.

This 25-acre city park was redesigned to increase public amenities and ecological services for an urban underserved community. The landscape of mowed lawns and old paths was changed to a biodiverse horticultural oasis with improved public facilities for passive and active recreation for all ages.

The ecological team evaluated ecological health of the park, as demonstrated by the presence of ornamental non-native species and invasive non-native species, presence and diversity of native plant species, presence or absence of multiple forest layers, erosion, and opportunities for pollinator and bird habitat. Goal included increased ecological services and awareness of nature's values.





## TCT's (W/DBE) experience with contracts of similar size and scope



**Contracting party**  
New York State Office of  
Parks, Recreation and Historic  
Preservation

**Key facts**  
Contract size: Varies  
Beginning and end dates:  
2017-2019

**Key services provided**  
Cost estimating

**Details of negative actions**  
N/A

© Toscano Clements Taylor

### Roberto Clemente State Park Improvements Term Contract Bronx, NY

TCT's estimates helped make the repairs to the flood damaged park cost effective enough have been undertaken.

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 the park. TCT provided cost estimating services in support of the design of the improvements.

The effects of the storm left the steel sea wall corroded and washed away backfill beneath the 40-year-old steel bulkhead at the center of the park. The conditions also forced the closure of sections of the esplanade and has hampered the response of emergency vehicles. The projects TCT has estimated in response to the damage have included the renovation to the entry plaza, improvements of the park's north upland, and the stabilization of 1,400ft of natural shoreline.



**Contracting party**  
New York City Department of  
Parks and Recreation

**Key facts**  
Contract size:  
\$11m (overall),  
\$35,000 (TCT fee)  
Beginning and end dates:  
2016-2020

**Key services provided**  
Cost estimating

**Details of negative actions**  
N/A

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### Red Hook Ball Field Remediation and Reconstruction Brooklyn, NY

TCT brought their cost estimates for the recreation amenities requiring environmental remediation from schematic design to construction documentation.

TCT prepared estimates at the schematic design, design development, 90% construction documents, and 100% construction documents phases. The design included four softball fields that also accommodated one junior soccer field; elevation of the existing fields to minimize site disturbance and increase overall resiliency; drinking fountains, RPZ, misting stations, backstops, fencing, bleachers, and benches; ADA-accessible ramps, stairs, dugouts, and entrances; surface and subsurface drainage design; and security lighting.

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. The site was converted to ballfields in the 1940s, and the four natural turf ballfields were most recently reconstructed in the early 1990s. As part of the site remedy for a removal action stipulated by US Environmental Protection Agency, the New York City Department of Parks and Recreation had to remediate and reconstruct the four synthetic turf ballfields with a minimum of 1ft of clean cover.





## Delaware Water Gap- Facility Storm Damage Repairs

### Dingmans Ferry, PA

TCT helped facilitate the restoration and management of the park to become resilient against extreme winter weather events in the future.

**Contracting party**  
National Park Service

**Key facts**  
Contract size:  
\$15,000 (TCT fee)  
Beginning and end dates:  
2019-2020

**Key services provided**  
Cost estimating

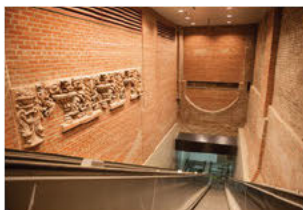
**Details of negative actions**  
N/A

TCT provided cost estimating services for the assessment of the overall damage caused by Winter Storm Riley to the George W. Childs Park site for the purpose of developing a restoration and long-term management plan.

The scope also included developing design and construction drawings to restore and rehabilitate the site including bridges, trail, and cultural landscape to pre-storm conditions. The project developed alternatives for reroutes that are more sustainable and resilient, as well as to maintain and rehabilitate the historic cultural landscape of Childs Park. The project also considered visitor services, protection of life health safety, mission support, and other essential park functions in the design and long-term plan.

© National Park Service





**Contracting party**  
NYCT MTA C&D (owner)  
Arup (PACA's direct client)

**Key facts**  
Contract size:  
\$96m (Arup overall contract)  
Beginning and end dates:  
2001-2016

**Key services provided**  
Coordination with stakeholder agencies  
Integration with new build  
Site evaluation and recommendation of mitigation factors

**Details of negative actions**  
N/A

© Arup/Anthony Cortez

## Fulton Center, Corbin Building Adaptive Reuse and Restoration/ Rehabilitation

### New York, NY

PACA undertook extension inter-agency coordination for the stakeholders approvals processes with Federal Transit Administration, State Historic Preservation Office, Landmarks, Landmarks Preservation Commission, Historic District, and Community Board, among other organizations.

The Corbin Building was slated for demolition, but due to high public outreach the building was saved and made into a National Registered Property. PACA was then asked to be the architect of record working with Arup as the prime to rehabilitate, restore, and adaptively reuse the building.

The work included the full exterior restoration of the façades and the interior adaptive reuse to accommodate an entrance to the transit hub connecting the new Fulton center and NYCT offices from levels 2 through 8. PACA also provided the SHPO package and section 106 review documentation for approval of the work.

Arup and PACA worked closely together on this complex adaptive reuse and historic preservation project and can leverage their working relationship to the efficient evaluation of the historic architecture in LSP and on and along the Greenway, as well as any required multidisciplinary coordination.



**Contracting party**  
NYCT MTA C&D (owner)

**Key facts**  
Contract size: \$38m (prime overall contract)  
Beginning and end dates:  
2019-2026

**Key services provided**  
Coordination with stakeholder agencies  
Site evaluation and recommendation of mitigation factors

**Details of negative actions**  
N/A

© Arup

## Brooklyn Borough Hall ADA Upgrade and Station Rehabilitation

### Brooklyn, NY

PACA submitted documentation to State Historic Preservation Office for approval and produced Project Requirement and Design Criteria to meet the agency's new requirements.

PACA is the historic preservation architect for the new installation of three ADA elevators for the bridging documents to 30%. The work involves interior rehabilitation and restoration of the historic station, as well as coordination of three new ADA elevators. Deliverables included a set of design drawings and a Performance Design Criteria Manual. The project required multidisciplinary coordination, as well as support of the Section 106 process.



## TPL's experience with contracts of similar size and scope



### Newark Riverfront Park

#### Newark, NJ

TPL adjusted the design to deliver the community directed desires for the site while addressing contamination removal and an environmental cap to be installed as part of the park design.

#### Contracting party

TPL signed a partnership agreement with the City of Newark to perform their scope of work and to continue to fundraise to support the cost of the project.

#### Key facts

Contract size: \$16m (total);  
\$1.6m (TPL's project costs, for which the organization raised philanthropic dollars to cover)

Beginning and end dates:  
2008-2017

#### Key services provided

Community engagement  
Construction oversight  
Environmental documentation and project closeout  
Fundraising  
Hiring and management of all professional service providers  
Stakeholder coordination

#### Details of negative actions

N/A

© Trust for Public Land

Newark had been disconnected from its river for several decades. Native Americans once fished and hunted along the Passaic River. European settlers founded a settlement that grew into an industrial innovator and job creator. The river was the source of and focus of all early settlement along it, until the industrial era declined. The river was then walled off from the rest of the city by a wall of chain link fencing and contaminated post-industrial vacant lands. In the early 2000s, Newarkers decided it was time to take their river back.

The City of Newark asked Trust for Public Land to join Essex County and the Ironbound Community Corporation to engage the community to design and build the first park in Newark on the Passaic River – and first public access to the river in decades on seven acres of publicly owned land in the Ironbound neighborhood.

TPL managed the hiring of the landscape architect, engineers, environmental consultant, permitting expeditors, and construction contractors to build out the entire seven acres. They engaged the community early and deeply so that the new space to reflect the desires of the community, people who had been dreaming of this day for many decades.

The site's location is prone to river flooding during storm events –from both downstream flow and tidal surges, such as happened during Superstorm Sandy. Although river flooding may not be specifically an issue with the Greenway, drainage and surrounding land uses may impact the site in a variety of ways. TPL address all types of issues as they arise and resolve to keep the project moving forward.







## The 606

### Chicago, IL

The Trust for Public Land coordinated this massively complex project, bringing together several partners within the City of Chicago and the interaction with the community and broader regional audience.

#### Contracting party

A public/private partnership between the City of Chicago, the Chicago Park District, and The Trust for Public Land

#### Key facts

Contract size:  
\$97m (overall project cost)  
Beginning and end dates:  
2003-2015 (early planning start to ribbon cutting)

#### Key services provided

Arts coordination, which eventually became Arts at The 606

Communications

Community engagement and outreach

Fundraising

Leadership as private partner

Long-term park planning with a focus on access parks along the route

#### Details of negative actions

N/A

© Trust for Public Land

Building on the City's legacy for innovative parks, The 606 provide nearly three miles of much-needed open green space and links four diverse city neighborhoods with the elevated trail that once separated them, six neighborhood parks at ground level, a wheel-friendly event plaza, observatory, art installation, educational programming, and other amenities. The park also brings economic development, public health, safety, environmental, and transportation benefits to the Chicago community. The 606 serves 80,000 neighbors, including 20,000 children living within a ten-minute walk, and is popular, city-wide attraction and tourist destination.

The 606 is a public/private partnership between the City of Chicago, the Chicago Park District, and The Trust for Public Land (TPL). TPL is the lead private partner and project manager on behalf of the Chicago Park District. The not-for-profit has overseen the civic engagement, fundraising and land acquisition for project. The completed park and trail system was funded through a mix of federal, state, and local funding, as well as private and corporate philanthropy.

TPL coordinated extensive engagements to gather concerns and aspirations of the community around the facility, recognizing its great impact on the area. Significant public dollars were dedicated to the project, but to ensure The 606's success and connect it to the culture of the communities along it, additional funding was needed ensure the trail became all that it could be and deliver the most benefit to the region.







**Contracting party**

Created for stakeholder outreach and multi-agency engagement in the State of New Jersey

**Key facts**

Contract size: \$260,000

Beginning and end dates: 2021

**Key services provided**

Community building  
Practical, community-responsive conceptual designs  
Stakeholder outreach

**Details of negative actions**

N/A

© MNLA

## Essex-Hudson Greenway Framework for Design

### Hudson and Essex Counties, NJ

OSI's study provides the baseline analysis for the masterplanning process, working concepts for major bridges and community crossings, and data that has informed funding applications for buildout, including federal transportation infrastructure support.

To inform and garner support for the Greenway with governmental entities, communities, and the public at large, OSI developed a "Framework for Design" study, selecting MNLA and Arup through a competitive RFQ process. OSI's study balanced the incredible significance of the opportunity for the Greenway to be a global model for rail-trail development and the realities of the budgetary mindset of public work.

Intended as a high-level analysis of the entire corridor, the report took an in-depth look at such issues as corridor width, elevation, and existing infrastructure and bridges; identify opportunities for stormwater management; and articulate site conditions and local context in an easy-to-understand format. The study also highlighted the corridor's unique qualities and special moments, which helped galvanize community enthusiasm and, ultimately, support across the political spectrum.



**Contracting party**

Completed for the NYS Office of Parks, Recreation & Historic Preservation

**Key facts**

Contract size: \$405,000

Beginning and end dates: 2014-2017

**Key services provided**

Multi-faceted master plan with economic development features

**Details of negative actions**

N/A

© NYS OPRHP

## Jones Beach Revitalization Plan

### Wantagh, NY

OSI led the collaborative effort at forefront of driving public-private investment in this iconic, flagship state park, balancing a variety of competing issues and addressing a critical sustainability plan to ensure park withstands major climate change-induced weather incidents.

With private philanthropy, the Open Space Institute undertook the Jones Beach Revitalization Plan to promote the restoration and transformation of one of New York's most beloved state parks. In commemoration of Jones Beach's 85th anniversary, the Revitalization Plan focused on restoring historic and aesthetic grandeur, strengthening storm resiliency, expanding recreational opportunities, and streamlining park entry, all to improve economic development and increase visitation to the park.

The final plan included expanded concession services and public-private partnerships to provide more opportunity to promote, encourage and expand small business growth. Completed by OSI consultants Beyer Blinder Belle, with a landscape architect firm Studio Rhodeside Harwell, the master plan guided \$65m in capital improvement projects funded primarily through the NY Works initiative.



## NYS Empire State Trail, Wallkill Valley Rail Trail, O&W Rail Trail, Ashokan Rail Trail

Ulster, Orange, Sullivan Counties, NY

OSI's designs and plans for welcoming, well-sited trail amenities that was informed by their community engagement across a wide geography, is sensitive to accessibility and mobility, and leveraged local and municipal resources to stretch grant funding.

### Contracting parties

Ulster County, Hudson River Valley Greenway Conservancy, NYS Office of Parks, Recreation & Historic Preservation

### Key facts

Contract size: \$2.1m

Beginning and end dates: 2022-2024

### Key services provided

Accessible access points, welcoming trailheads, and clear signage

Engineering for appropriate drainage and durability

### Details of negative actions

N/A

© Greg Miller, OSI

OSI has undertaken an effort to create a 257-mile network of six interconnected trails in the western Hudson Valley into the eastern Catskills, spanning Ulster, Orange, and Sullivan counties. This network connects many population centers, public transit hubs, open space, and cultural resources. This builds on OSI's land protection, development, and restoration of more than 50 miles of trails across the region, including the Wallkill Valley Rail Trail, one of the most popular sections of the Empire State Trail, and OSI's privately funded corridor planning study which lead to Ulster County's successful development of the Ashokan Rail Trail-opening NYC DEP Ashokan Reservoir to public access for the first time.

OSI is currently leading three major rail trail reconstruction projects in Ulster County that will touch eight community centers, funded by \$2.1m in American Rescue Plan Act funds.



## Black River Water Trail and Park Network Master Plan

Williamsburg and Georgetown Counties, SC

OSI produced an innovative "[Story Map](#)" and survey instrument to spur engagement through the constraints of the pandemic and plan this new "linear" park crossing many communities – the first of its kind in South Carolina.

### Contracting party

Created for South Carolina Department of Parks, Recreation and Tourism

### Key facts

Contract size: \$400,000

Beginning and end dates: 2020-2022

### Key services provided

Stakeholder outreach  
Community-building  
Practical, community-responsive conceptual designs

With private philanthropy, OSI commissioned and led a comprehensive community masterplanning with a steering committee of conservation partners and community members, to envision a series of linked riverside public and private parks along a 70-mile stretch of South Carolina's Black River. Grassroots support from local river partners fueled the fire to preserve, protect, and celebrate the valuable natural and cultural history of the greater Black River waterway for future generations.

The Black River Water Trail & Park Network Master Plan was recognized by the South Carolina Chapter of the American Society of Landscape Architects with an Award of Excellence. The effort has been heralded as an example of how to engage communities in a park planning process and give ownership to citizens who have experienced past marginalization.

### Details of negative actions

N/A

© Dana Beach, OSI



## NJIT's experience with contracts of similar size and scope



**Contracting party**  
USEPA

**Key facts**  
Contract size: a: \$2m, b: \$1m,  
c: \$3m, d: \$1m  
Beginning and end dates:  
a: 2008-2013; b: 2013-2018;  
c: 2016-2021; d: 2021-present

**Key services provided**  
Community education  
Stakeholder engagement  
Technical assistance

**Details of negative actions**  
N/A

© NJIT

### Technical Assistance to Brownfield Communities

#### Thousands of communities, Various US states and Tribal Nations

Through the TAB Program, NJIT helps local governments navigate the brownfield redevelopment process and helps communities understand the associated technical and regulatory issues, which is important for gathering their input.

USEPA has awarded NJIT five consecutive grants for its NJIT TAB Program. The NJIT TAB Program provides free technical assistance to state, county, tribal and local government entities and nonprofits attempting to revitalize their communities through the redevelopment of brownfield sites.

A major component of NJIT TAB Program involves stakeholder engagement and community education. NJIT TAB designs and conducts seminars, workshops, webinars, and boot camps aimed at educating stakeholders on various technical and regulatory issues, and emerging topics of interest. NJIT TAB also designs and conducts workshops for the purposes of garnering community input regarding community revitalization and redevelopment projects – focusing on identifying community needs, community assets, and creating community visions for development.

Local governments and nonprofits do not have the in-house expertise to navigate the brownfield redevelopment process. The NJIT TAB Program provides education, tools, and expertise. Communities are not knowledgeable of technical and regulatory issues pertaining to brownfields redevelopment. The NJIT TAB Program creates and conducts workshops, webinars, seminars, and boot camps to explain these issues in plain language. The program helps build community capacity.

NJIT provides free technical assistance to state, regional, county, tribal, and local government entities and nonprofit organizations in EPA Region 2 (NY, NJ, PR & VI) interested in learning about, identifying, assessing, cleaning up, and redeveloping brownfield sites.

### NJIT TAB's wide range of assistance includes:

- Answering your brownfield questions
- Developing brownfield redevelopment strategies
- Guidance on brownfields funding opportunities
- Guidance on regulatory programs
- Review and critique of brownfield grant applications
- Help with consultant procurement process
- Interpretation of technical reports and data
- Development of brownfield prioritizations
- Design and conduct of community engagement
- Brownfield workshops and webinars

**Contracting party**

New Jersey Economic  
Development Authority

**Key facts**

Contract size: a: \$200,000;  
b: \$200,000; c: \$200,000

Beginning and end dates:  
a: 2020-2021; b: 2021-2022;  
c: 2022-2023

**Key services provided**

Community education  
Stakeholder engagement  
Technical assistance

**Details of negative actions**

N/A

© NJIT

## NJ Brownfields Assistance Center @ NJIT

### NJ

NJIT BAC helps municipal governments and nonprofits engages stakeholders regarding the transformation of local brownfield sites into community assets.

The NJ Brownfields Assistance Center @ NJIT is the first-of-its-kind center that solely focuses on and serves New Jersey's communities. This Center educates and engages communities about community revitalization through the redevelopment of former, contaminated industrial and commercial properties.

The Center provides free "help desk" assistance and guidance to any NJ county or municipal government and nonprofit challenged with navigating the cleanup and redevelopment processes, and it develops tools and resources for both the public and private sector, including developers, consultants, and other brownfield practitioners. The Center creates and conducts webinars, boot camps, and workshops on topics related to transforming brownfields into community assets.

Local governments and nonprofits do not have the in-house expertise to navigate the brownfield redevelopment process. The NJ Brownfields Assistance Center @ NJIT provides education, tools, and expertise. Communities are not knowledgeable of technical and regulatory issues pertaining to brownfields redevelopment. The NJ Brownfields Assistance Center creates and conducts workshops, webinars, seminars, and boot camps to explain these issues in plain language. We help build community capacity.





**Contracting party**  
Prudential Foundation

**Key facts**  
Contract size: a: \$65,000;  
b: \$65,000; c: \$65,000;  
d: \$65,000

**Beginning and end dates:**  
a: 2018-2019; b: 2019-2020;  
c: 2020-2021; d: 2022-2023

**Key services provided**  
Community education  
Stakeholder engagement  
Technical assistance

**Details of negative actions**  
N/A

© NJIT

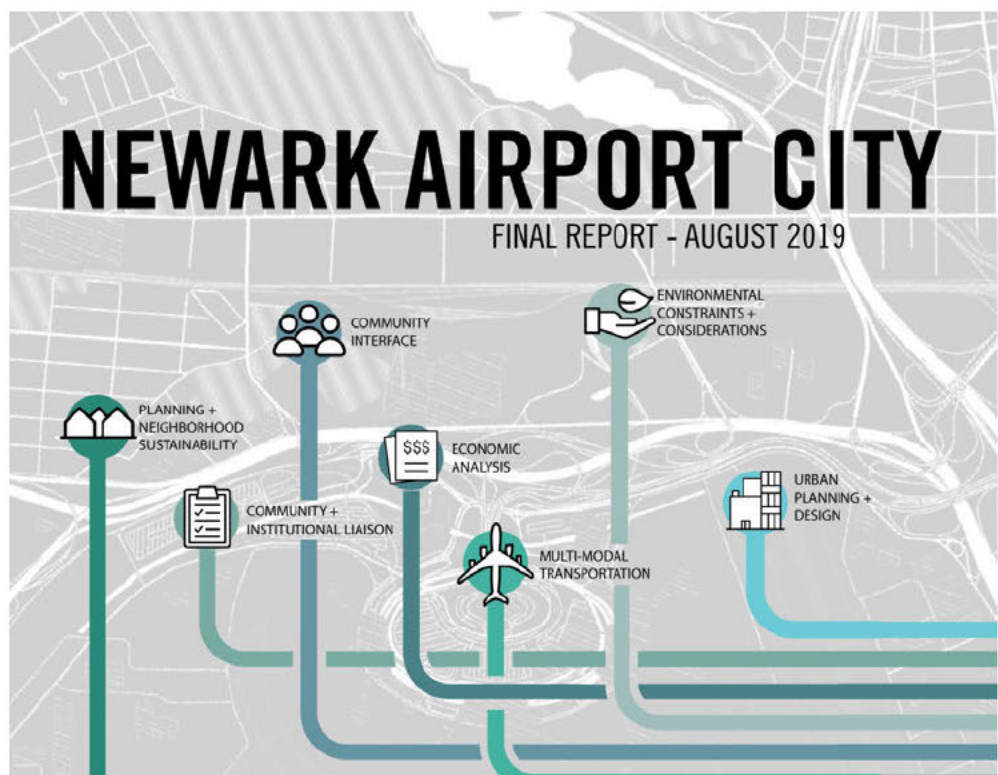
## Airport City Newark

### South Ward, Newark, NJ

NJIT's community engagement/education efforts are helping strengthen the community's voice in advocating for better integration between the city and the airport and helped ensure inclusion of the redevelopment of the Newark Airport District as a focus area in the new City of Newark master plan.

With four consecutive grants from the Prudential Foundation, NJIT and its Airport City Newark (ACN) coalition has successfully raised awareness among neighborhoods, communities, institutions, and governments to catalyze a planned expansion at Newark Liberty International Airport and a planned opening of a rail station to encourage economic development to benefit the city's historically underserved South Ward and its 60,000 residents. A major focus of NJIT's efforts is community outreach across many subject areas to harness the potential of Newark's airport in improving the quality of life in Newark's South Ward. NJIT is educating the community on issues of economic development, environmental conditions, transportation improvements, and master planning.

The Port Authority is developing a long-range vision plan for Newark Airport. NJIT's community engagement/education efforts are helping strengthen the community's voice in advocating for better integration between the city and the airport. The City of Newark has created a new masterplan. NJIT similar work in this area helped ensure inclusion of the redevelopment of the Newark Airport District as a focus area in the city's new master plan.





## 8. Financial Capability of the Bidder

## Section 8:

# Financial Capability of the Bidder

Please see the following pages for Arup US, Inc.'s certified financial statement.

Section 8 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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**MASTER PLAN - The Greenway Price Sheet**

Arup + Subconsultants					
					Refer to Bid Solicitation Section 3.8 for Bidder Instructions.
Price Line	Description		Quantity	Unit	All-Inclusive Hourly Rate
1	All-Inclusive Hourly Rate		1	Hour	2023
					\$147.92
Staffing Rates by Title (% of expected contribution)					2023
	Staff Titles	% of work per title	1	Hour	Staff rates fully loaded (sal,OH, FF, + expenses)
1	Analyst	1.00%	1	Hour	\$ 206.00
2	Associate Director	0.50%	1	Hour	\$ 174.28
3	Associate Level I	1.00%	1	Hour	\$ 125.48
4	Associate Level II	1.00%	1	Hour	\$ 153.37
5	Associate Level III	3.60%	1	Hour	\$ 176.80
6	Associate Level IV	1.20%	1	Hour	\$ 238.13
7	Associate Principal	0.80%	1	Hour	\$ 309.71
8	Bi-Lingual Engagement Manager	2.80%	1	Hour	\$ 80.00
9	BIM Manager	0.01%	1	Hour	\$ 188.97
10	BIM Technician	0.80%	1	Hour	\$ 163.10
11	Chair	0.01%	1	Hour	\$ 567.00
12	Communications/Program Manager	2.40%	1	Hour	\$ 70.00
13	Cost Estimator	0.40%	1	Hour	\$ 173.37
14	Director Level I	0.25%	1	Hour	\$ 216.11
15	Director Level II	0.50%	1	Hour	\$ 356.00
16	Ecologist/Arborist	0.45%	1	Hour	\$ 145.00
17	Engagement Manager	2.80%	1	Hour	\$ 80.00
18	Engineer / Consultant I	13.40%	1	Hour	\$ 127.03
19	Engineer / Consultant II	8.80%	1	Hour	\$ 132.44
20	Engineer / Consultant III	8.00%	1	Hour	\$ 148.54
21	Executive Director	0.01%	1	Hour	\$ 235.00
22	Junior Design Staff Level I	0.10%	1	Hour	\$ 82.24
23	Junior Design Staff Level II	0.50%	1	Hour	\$ 90.63
24	Junior Design Staff Level III	0.50%	1	Hour	\$ 97.90
25	Junior Technical Specialist Level I	0.15%	1	Hour	\$ 55.00
26	Junior Technical Specialist Level II	1.20%	1	Hour	\$ 95.00
27	Land Associate	0.01%	1	Hour	\$ 80.93
28	Landscape Architect	4.80%	1	Hour	\$ 114.24
29	Landscape Designer	4.40%	1	Hour	\$ 100.64
30	Manager of Institutional Giving	0.01%	1	Hour	\$ 125.12
31	Parks Project Manager Level I	0.01%	1	Hour	\$ 103.00
32	Parks Projects Manager Level II	0.01%	1	Hour	\$ 115.14
33	Partner	0.01%	1	Hour	\$ 464.00
34	Planner/Designer	0.50%	1	Hour	\$ 104.57
35	Preservationist	0.60%	1	Hour	\$ 148.90
36	Principal Ecologist Level I	0.40%	1	Hour	\$ 205.00
37	Principal Ecologist Level II	0.15%	1	Hour	\$ 235.00
38	Principal Level I	1.30%	1	Hour	\$ 195.00

39	Principal Level II	0.06%	1	Hour	\$	255.00
40	Principal Level III	0.01%	1	Hour	\$	266.70
41	Principal Level IV	0.25%	1	Hour	\$	285.82
42	Principal Level V	0.01%	1	Hour	\$	300.00
43	Principal Level VI	0.30%	1	Hour	\$	317.72
44	Principal Level VII	0.20%	1	Hour	\$	391.02
45	Principal Level VIII	0.01%	1	Hour	\$	407.00
46	Professional Level I	0.01%	1	Hour	\$	108.15
47	Professional Level II	0.01%	1	Hour	\$	130.20
48	Professional Level III	0.01%	1	Hour	\$	173.25
49	Professor	0.01%	1	Hour	\$	212.00
50	Professional Level IV	0.01%	1	Hour	\$	217.35
51	Project Administration I	0.01%	1	Hour	\$	109.00
52	Project Administration II	0.01%	1	Hour	\$	130.32
53	Project Architect	0.20%	1	Hour	\$	198.66
54	Project Controls	2.00%	1	Hour	\$	147.09
55	Project Manager Level I	0.40%	1	Hour	\$	148.90
56	Project Manager Level II	2.52%	1	Hour	\$	200.00
57	Project Specialist Level I	1.80%	1	Hour	\$	160.00
58	Project Specialist Level II	1.20%	1	Hour	\$	170.00
59	Research Analyst	0.75%	1	Hour	\$	165.00
60	Senior Advisor	0.01%	1	Hour	\$	552.00
61	Senior Analyst	1.25%	1	Hour	\$	263.00
62	Senior Architect	0.10%	1	Hour	\$	198.66
63	Senior Associate Level I	1.60%	1	Hour	\$	261.12
64	Senior BIM Technician	0.20%	1	Hour	\$	189.02
65	Senior Engineer / Consultant I	2.80%	1	Hour	\$	163.58
66	Senior Engineer / Consultant II	1.60%	1	Hour	\$	189.35
67	Senior Landscape Architect	6.88%	1	Hour	\$	122.40
68	Senior Planner/Designer	1.00%	1	Hour	\$	111.54
69	Senior Project Controls	0.20%	1	Hour	\$	237.89
70	Senior Project Manager	0.70%	1	Hour	\$	269.17
71	Senior Project Professional	0.60%	1	Hour	\$	180.00
72	Senior Specialist	0.70%	1	Hour	\$	175.00
73	Senior Technical Director	1.80%	1	Hour	\$	230.00
74	Sr. Cost Estimator / MEP Estimator	0.70%	1	Hour	\$	269.17
75	SVP for Development	0.01%	1	Hour	\$	281.06
76	Technical Specialist Level I	3.03%	1	Hour	\$	125.00
77	Technical Specialist Level II	1.80%	1	Hour	\$	130.00
78	Technical Specialist Level III	0.84%	1	Hour	\$	150.00
79	VP for Northeast Land	0.01%	1	Hour	\$	224.31
80	VP for Parks & Stewardship	0.01%	1	Hour	\$	228.88

**Commercial Assumptions:**

Arup requests that should any contract awarded through the mini-bid process outlined in this RFQ extend beyond December 31, 2026 that NJ DEP will allow submission of additional price sheets.

Because we are providing estimates to the best of our ability based upon previous work/experience on similar engagements, it is assumed that the percentage contributions may vary based upon the scope of work presented in Work Orders. 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.

We are assuming the rate does not include the design and production of communication products such as website development, video production, dedicated social media accounts.



**MASTER PLAN - The Greenway Price Sheet**

Arup + Subconsultants					
					Refer to Bid Solicitation Section 3.8 for Bidder Instructions.
Price Line	Description		Quantity	Unit	All-Inclusive Hourly Rate
1	All-Inclusive Hourly Rate		1	Hour	2024
					\$155.31
Staffing Rates by Title (% of expected contribution)					2024
	Staff Titles	% of work per title	1	Hour	Staff rates fully loaded (sal,OH, FF, + expenses)
1	Analyst	1.00%	1	Hour	\$ 216.30
2	Associate Director	0.50%	1	Hour	\$ 182.99
3	Associate Level I	1.00%	1	Hour	\$ 131.75
4	Associate Level II	1.00%	1	Hour	\$ 161.04
5	Associate Level III	3.60%	1	Hour	\$ 185.64
6	Associate Level IV	1.20%	1	Hour	\$ 250.04
7	Associate Principal	0.80%	1	Hour	\$ 325.20
8	Bi-Lingual Engagement Manager	2.80%	1	Hour	\$ 84.00
9	BIM Manager	0.01%	1	Hour	\$ 198.42
10	BIM Technician	0.80%	1	Hour	\$ 171.25
11	Chair	0.01%	1	Hour	\$ 595.35
12	Communications/Program Manager	2.40%	1	Hour	\$ 73.50
13	Cost Estimator	0.40%	1	Hour	\$ 182.04
14	Director Level I	0.25%	1	Hour	\$ 226.92
15	Director Level II	0.50%	1	Hour	\$ 373.80
16	Ecologist/Arborist	0.45%	1	Hour	\$ 152.25
17	Engagement Manager	2.80%	1	Hour	\$ 84.00
18	Engineer / Consultant I	13.40%	1	Hour	\$ 133.38
19	Engineer / Consultant II	8.80%	1	Hour	\$ 139.06
20	Engineer / Consultant III	8.00%	1	Hour	\$ 155.96
21	Executive Director	0.01%	1	Hour	\$ 246.75
22	Junior Design Staff Level I	0.10%	1	Hour	\$ 86.35
23	Junior Design Staff Level II	0.50%	1	Hour	\$ 95.16
24	Junior Design Staff Level III	0.50%	1	Hour	\$ 102.80
25	Junior Technical Specialist Level I	0.15%	1	Hour	\$ 57.75
26	Junior Technical Specialist Level II	1.20%	1	Hour	\$ 99.75
27	Land Associate	0.01%	1	Hour	\$ 84.98
28	Landscape Architect	4.80%	1	Hour	\$ 119.95
29	Landscape Designer	4.40%	1	Hour	\$ 105.67
30	Manager of Institutional Giving	0.01%	1	Hour	\$ 131.38
31	Parks Project Manager Level I	0.01%	1	Hour	\$ 108.15
32	Parks Projects Manager Level II	0.01%	1	Hour	\$ 120.90
33	Partner	0.01%	1	Hour	\$ 487.20
34	Planner/Designer	0.50%	1	Hour	\$ 109.80
35	Preservationist	0.60%	1	Hour	\$ 156.35
36	Principal Ecologist Level I	0.40%	1	Hour	\$ 215.25
37	Principal Ecologist Level II	0.15%	1	Hour	\$ 246.75
38	Principal Level I	1.30%	1	Hour	\$ 204.75

39	Principal Level II	0.06%	1	Hour	\$	267.75
40	Principal Level III	0.01%	1	Hour	\$	280.04
41	Principal Level IV	0.25%	1	Hour	\$	300.11
42	Principal Level V	0.01%	1	Hour	\$	315.00
43	Principal Level VI	0.30%	1	Hour	\$	333.61
44	Principal Level VII	0.20%	1	Hour	\$	410.57
45	Principal Level VIII	0.01%	1	Hour	\$	427.35
46	Professional Level I	0.01%	1	Hour	\$	113.56
47	Professional Level II	0.01%	1	Hour	\$	136.71
48	Professional Level III	0.01%	1	Hour	\$	181.91
49	Professor	0.01%	1	Hour	\$	222.60
50	Professional Level IV	0.01%	1	Hour	\$	228.22
51	Project Administration I	0.01%	1	Hour	\$	114.45
52	Project Administration II	0.01%	1	Hour	\$	136.84
53	Project Architect	0.20%	1	Hour	\$	208.59
54	Project Controls	2.00%	1	Hour	\$	154.45
55	Project Manager Level I	0.40%	1	Hour	\$	156.35
56	Project Manager Level II	2.52%	1	Hour	\$	210.00
57	Project Specialist Level I	1.80%	1	Hour	\$	168.00
58	Project Specialist Level II	1.20%	1	Hour	\$	178.50
59	Research Analyst	0.75%	1	Hour	\$	173.25
60	Senior Advisor	0.01%	1	Hour	\$	579.60
61	Senior Analyst	1.25%	1	Hour	\$	276.15
62	Senior Architect	0.10%	1	Hour	\$	208.59
63	Senior Associate Level I	1.60%	1	Hour	\$	274.18
64	Senior BIM Technician	0.20%	1	Hour	\$	198.47
65	Senior Engineer / Consultant I	2.80%	1	Hour	\$	171.76
66	Senior Engineer / Consultant II	1.60%	1	Hour	\$	198.82
67	Senior Landscape Architect	6.88%	1	Hour	\$	128.52
68	Senior Planner/Designer	1.00%	1	Hour	\$	117.12
69	Senior Project Controls	0.20%	1	Hour	\$	249.78
70	Senior Project Manager	0.70%	1	Hour	\$	282.63
71	Senior Project Professional	0.60%	1	Hour	\$	189.00
72	Senior Specialist	0.70%	1	Hour	\$	183.75
73	Senior Technical Director	1.80%	1	Hour	\$	241.50
74	Sr. Cost Estimator / MEP Estimator	0.70%	1	Hour	\$	282.63
75	SVP for Development	0.01%	1	Hour	\$	295.11
76	Technical Specialist Level I	3.03%	1	Hour	\$	131.25
77	Technical Specialist Level II	1.80%	1	Hour	\$	136.50
78	Technical Specialist Level III	0.84%	1	Hour	\$	157.50
79	VP for Northeast Land	0.01%	1	Hour	\$	235.53
80	VP for Parks & Stewardship	0.01%	1	Hour	\$	240.32

**Commercial Assumptions:**

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We are assuming the rate does not include the design and production of communication products such as website development, video production, dedicated social media accounts.

**MASTER PLAN - The Greenway Price Sheet**

Arup + Subconsultants					
					Refer to Bid Solicitation Section 3.8 for Bidder Instructions.
Price Line	Description		Quantity	Unit	All-Inclusive Hourly Rate
1	All-Inclusive Hourly Rate		1	Hour	2025
					\$163.08
Staffing Rates by Title (% of expected contribution)					2025
	Staff Titles	% of work per title	1	Hour	Staff rates fully loaded (sal,OH, FF, + expenses)
1	Analyst	1.00%	1	Hour	\$ 227.12
2	Associate Director	0.50%	1	Hour	\$ 192.14
3	Associate Level I	1.00%	1	Hour	\$ 138.34
4	Associate Level II	1.00%	1	Hour	\$ 169.09
5	Associate Level III	3.60%	1	Hour	\$ 194.92
6	Associate Level IV	1.20%	1	Hour	\$ 262.54
7	Associate Principal	0.80%	1	Hour	\$ 341.46
8	Bi-Lingual Engagement Manager	2.80%	1	Hour	\$ 88.20
9	BIM Manager	0.01%	1	Hour	\$ 208.34
10	BIM Technician	0.80%	1	Hour	\$ 179.81
11	Chair	0.01%	1	Hour	\$ 625.12
12	Communications/Program Manager	2.40%	1	Hour	\$ 77.18
13	Cost Estimator	0.40%	1	Hour	\$ 191.14
14	Director Level I	0.25%	1	Hour	\$ 238.26
15	Director Level II	0.50%	1	Hour	\$ 392.49
16	Ecologist/Arborist	0.45%	1	Hour	\$ 159.86
17	Engagement Manager	2.80%	1	Hour	\$ 88.20
18	Engineer / Consultant I	13.40%	1	Hour	\$ 140.05
19	Engineer / Consultant II	8.80%	1	Hour	\$ 146.01
20	Engineer / Consultant III	8.00%	1	Hour	\$ 163.76
21	Executive Director	0.01%	1	Hour	\$ 259.09
22	Junior Design Staff Level I	0.10%	1	Hour	\$ 90.67
23	Junior Design Staff Level II	0.50%	1	Hour	\$ 99.92
24	Junior Design Staff Level III	0.50%	1	Hour	\$ 107.93
25	Junior Technical Specialist Level I	0.15%	1	Hour	\$ 60.64
26	Junior Technical Specialist Level II	1.20%	1	Hour	\$ 104.74
27	Land Associate	0.01%	1	Hour	\$ 89.23
28	Landscape Architect	4.80%	1	Hour	\$ 125.95
29	Landscape Designer	4.40%	1	Hour	\$ 110.96
30	Manager of Institutional Giving	0.01%	1	Hour	\$ 137.94
31	Parks Project Manager Level I	0.01%	1	Hour	\$ 113.56
32	Parks Projects Manager Level II	0.01%	1	Hour	\$ 126.94
33	Partner	0.01%	1	Hour	\$ 511.56
34	Planner/Designer	0.50%	1	Hour	\$ 115.29
35	Preservationist	0.60%	1	Hour	\$ 164.16
36	Principal Ecologist Level I	0.40%	1	Hour	\$ 226.01
37	Principal Ecologist Level II	0.15%	1	Hour	\$ 259.09
38	Principal Level I	1.30%	1	Hour	\$ 214.99



39	Principal Level II	0.06%	1	Hour	\$	281.14
40	Principal Level III	0.01%	1	Hour	\$	294.04
41	Principal Level IV	0.25%	1	Hour	\$	315.12
42	Principal Level V	0.01%	1	Hour	\$	330.75
43	Principal Level VI	0.30%	1	Hour	\$	350.29
44	Principal Level VII	0.20%	1	Hour	\$	431.10
45	Principal Level VIII	0.01%	1	Hour	\$	448.72
46	Professional Level I	0.01%	1	Hour	\$	119.24
47	Professional Level II	0.01%	1	Hour	\$	143.55
48	Professional Level III	0.01%	1	Hour	\$	191.01
49	Professor	0.01%	1	Hour	\$	233.73
50	Professional Level IV	0.01%	1	Hour	\$	239.63
51	Project Administration I	0.01%	1	Hour	\$	120.17
52	Project Administration II	0.01%	1	Hour	\$	143.68
53	Project Architect	0.20%	1	Hour	\$	219.02
54	Project Controls	2.00%	1	Hour	\$	162.17
55	Project Manager Level I	0.40%	1	Hour	\$	164.16
56	Project Manager Level II	2.52%	1	Hour	\$	220.50
57	Project Specialist Level I	1.80%	1	Hour	\$	176.40
58	Project Specialist Level II	1.20%	1	Hour	\$	187.43
59	Research Analyst	0.75%	1	Hour	\$	181.91
60	Senior Advisor	0.01%	1	Hour	\$	608.58
61	Senior Analyst	1.25%	1	Hour	\$	289.96
62	Senior Architect	0.10%	1	Hour	\$	219.02
63	Senior Associate Level I	1.60%	1	Hour	\$	287.88
64	Senior BIM Technician	0.20%	1	Hour	\$	208.39
65	Senior Engineer / Consultant I	2.80%	1	Hour	\$	180.34
66	Senior Engineer / Consultant II	1.60%	1	Hour	\$	208.76
67	Senior Landscape Architect	6.88%	1	Hour	\$	134.95
68	Senior Planner/Designer	1.00%	1	Hour	\$	122.97
69	Senior Project Controls	0.20%	1	Hour	\$	262.27
70	Senior Project Manager	0.70%	1	Hour	\$	296.76
71	Senior Project Professional	0.60%	1	Hour	\$	198.45
72	Senior Specialist	0.70%	1	Hour	\$	192.94
73	Senior Technical Director	1.80%	1	Hour	\$	253.58
74	Sr. Cost Estimator / MEP Estimator	0.70%	1	Hour	\$	296.76
75	SVP for Development	0.01%	1	Hour	\$	309.87
76	Technical Specialist Level I	3.03%	1	Hour	\$	137.81
77	Technical Specialist Level II	1.80%	1	Hour	\$	143.33
78	Technical Specialist Level III	0.84%	1	Hour	\$	165.38
79	VP for Northeast Land	0.01%	1	Hour	\$	247.30
80	VP for Parks & Stewardship	0.01%	1	Hour	\$	252.34

**Commercial Assumptions:**

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Arup + Subconsultants					
					Refer to Bid Solicitation Section 3.8 for Bidder Instructions.
Price Line	Description		Quantity	Unit	All-Inclusive Hourly Rate
1	All-Inclusive Hourly Rate		1	Hour	2026
					\$171.23
Staffing Rates by Title (% of expected contribution)					2026
	Staff Titles	% of work per title	1	Hour	Staff rates fully loaded (sal,OH, FF, + expenses)
1	Analyst	1.00%	1	Hour	\$ 238.47
2	Associate Director	0.50%	1	Hour	\$ 201.75
3	Associate Level I	1.00%	1	Hour	\$ 145.26
4	Associate Level II	1.00%	1	Hour	\$ 177.54
5	Associate Level III	3.60%	1	Hour	\$ 204.67
6	Associate Level IV	1.20%	1	Hour	\$ 275.66
7	Associate Principal	0.80%	1	Hour	\$ 358.53
8	Bi-Lingual Engagement Manager	2.80%	1	Hour	\$ 92.61
9	BIM Manager	0.01%	1	Hour	\$ 218.76
10	BIM Technician	0.80%	1	Hour	\$ 188.80
11	Chair	0.01%	1	Hour	\$ 656.37
12	Communications/Program Manager	2.40%	1	Hour	\$ 81.03
13	Cost Estimator	0.40%	1	Hour	\$ 200.70
14	Director Level I	0.25%	1	Hour	\$ 250.17
15	Director Level II	0.50%	1	Hour	\$ 412.11
16	Ecologist/Arborist	0.45%	1	Hour	\$ 167.86
17	Engagement Manager	2.80%	1	Hour	\$ 92.61
18	Engineer / Consultant I	13.40%	1	Hour	\$ 147.05
19	Engineer / Consultant II	8.80%	1	Hour	\$ 153.31
20	Engineer / Consultant III	8.00%	1	Hour	\$ 171.95
21	Executive Director	0.01%	1	Hour	\$ 272.04
22	Junior Design Staff Level I	0.10%	1	Hour	\$ 95.20
23	Junior Design Staff Level II	0.50%	1	Hour	\$ 104.92
24	Junior Design Staff Level III	0.50%	1	Hour	\$ 113.33
25	Junior Technical Specialist Level I	0.15%	1	Hour	\$ 63.67
26	Junior Technical Specialist Level II	1.20%	1	Hour	\$ 109.97
27	Land Associate	0.01%	1	Hour	\$ 93.69
28	Landscape Architect	4.80%	1	Hour	\$ 132.25
29	Landscape Designer	4.40%	1	Hour	\$ 116.50
30	Manager of Institutional Giving	0.01%	1	Hour	\$ 144.84
31	Parks Project Manager Level I	0.01%	1	Hour	\$ 119.24
32	Parks Projects Manager Level II	0.01%	1	Hour	\$ 133.29
33	Partner	0.01%	1	Hour	\$ 537.14
34	Planner/Designer	0.50%	1	Hour	\$ 121.05
35	Preservationist	0.60%	1	Hour	\$ 172.37
36	Principal Ecologist Level I	0.40%	1	Hour	\$ 237.31
37	Principal Ecologist Level II	0.15%	1	Hour	\$ 272.04
38	Principal Level I	1.30%	1	Hour	\$ 225.74

39	Principal Level II	0.06%	1	Hour	\$	295.19
40	Principal Level III	0.01%	1	Hour	\$	308.74
41	Principal Level IV	0.25%	1	Hour	\$	330.87
42	Principal Level V	0.01%	1	Hour	\$	347.29
43	Principal Level VI	0.30%	1	Hour	\$	367.80
44	Principal Level VII	0.20%	1	Hour	\$	452.65
45	Principal Level VIII	0.01%	1	Hour	\$	471.15
46	Professional Level I	0.01%	1	Hour	\$	125.20
47	Professional Level II	0.01%	1	Hour	\$	150.72
48	Professional Level III	0.01%	1	Hour	\$	200.56
49	Professor	0.01%	1	Hour	\$	245.42
50	Professional Level IV	0.01%	1	Hour	\$	251.61
51	Project Administration I	0.01%	1	Hour	\$	126.18
52	Project Administration II	0.01%	1	Hour	\$	150.87
53	Project Architect	0.20%	1	Hour	\$	229.97
54	Project Controls	2.00%	1	Hour	\$	170.28
55	Project Manager Level I	0.40%	1	Hour	\$	172.37
56	Project Manager Level II	2.52%	1	Hour	\$	231.53
57	Project Specialist Level I	1.80%	1	Hour	\$	185.22
58	Project Specialist Level II	1.20%	1	Hour	\$	196.80
59	Research Analyst	0.75%	1	Hour	\$	191.01
60	Senior Advisor	0.01%	1	Hour	\$	639.01
61	Senior Analyst	1.25%	1	Hour	\$	304.46
62	Senior Architect	0.10%	1	Hour	\$	229.97
63	Senior Associate Level I	1.60%	1	Hour	\$	302.28
64	Senior BIM Technician	0.20%	1	Hour	\$	218.81
65	Senior Engineer / Consultant I	2.80%	1	Hour	\$	189.36
66	Senior Engineer / Consultant II	1.60%	1	Hour	\$	219.20
67	Senior Landscape Architect	6.88%	1	Hour	\$	141.69
68	Senior Planner/Designer	1.00%	1	Hour	\$	129.12
69	Senior Project Controls	0.20%	1	Hour	\$	275.39
70	Senior Project Manager	0.70%	1	Hour	\$	311.60
71	Senior Project Professional	0.60%	1	Hour	\$	208.37
72	Senior Specialist	0.70%	1	Hour	\$	202.58
73	Senior Technical Director	1.80%	1	Hour	\$	266.25
74	Sr. Cost Estimator / MEP Estimator	0.70%	1	Hour	\$	311.60
75	SVP for Development	0.01%	1	Hour	\$	325.36
76	Technical Specialist Level I	3.03%	1	Hour	\$	144.70
77	Technical Specialist Level II	1.80%	1	Hour	\$	150.49
78	Technical Specialist Level III	0.84%	1	Hour	\$	173.64
79	VP for Northeast Land	0.01%	1	Hour	\$	259.67
80	VP for Parks & Stewardship	0.01%	1	Hour	\$	264.96

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# 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/](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](mailto: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 C. 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](http://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](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:

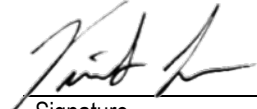
1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <https://newjersey.usnlx.com/>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals 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

November 11, 2022

Date

Vincent Lee, Associate Principal

Print Name and Title

Arup US, Inc.

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 uncopyrighted 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

Vincent Lee, Associate Principal

Print Name and Title

Arup US, Inc.

Print Name of Contractor

11/11/2022

Date