

**CONTRACT BETWEEN THE TOWN OF GUTTENBERG AND FRENCH AND
PARRELLO ASSOCIATES FOR PROFESSIONAL SERVICES FOR THE JFK
BOULEVARD EAST FLOOD MITIGATION PROJECT**

THIS AGREEMENT made this 1st day of February, 2026, by and between the Town of Guttenberg (the “Town”), a Municipal Corporation of the State of New Jersey, having an office at 6808 Park Avenue, Guttenberg, New Jersey 07093 and French & Parrello Associates (“Contractor” or “Service Provider), located at 1800 Route 34, Suite 101, Wall Township, New Jersey 07719.

WITNESSETH

WHEREAS, the Town requires professional engineering services for the JFK Boulevard East Flood Mitigation Project (the “Project”) for the Town; and

WHEREAS, the Town applied for a federal grant from the New Jersey Department of Community Affairs (“DCA”), Resilient Communities Program (“RCP”). The Town received a Notice of Grant Award from DCA of \$1,480,605.00 and has entered into a Subrecipient Agreement between DCA and the Town of Guttenberg for the Resilient Communities Program dated as of January 14, 2026 (“Subrecipient Agreement”). The Subrecipient Agreement is attached hereto as Exhibit C. The grant is fully funded by the Community Development Block Grant-Disaster Recovery program allocated by the U.S. Department of Housing and Urban Development (“HUD”). As such, the Town must follow federal rules and regulations applicable to CDBG-DR grants and subrecipients; and

WHEREAS, the Town, with review and oversight from RCP, prepared a request for proposals (“RFP”), attached hereto as Exhibit A and solicited proposals from qualified professional pursuant to a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. and applicable federal procurement regulations and law; and

WHEREAS, Contractor submitted a bid in response to the RFP dated June 18, 2025 (the “Bid”), attached hereto as Exhibit B in the amount of \$146,500.00 for completion of the Project in accordance with the scope of work described in the RFP; and

WHEREAS, the Town reviewed the Contractor’s proposal and determined it to be the lowest bid submitted, that the Contractor has the qualifications to complete the Project, that the Contractor has experience with similar types of work, and that there was adequate documentation of cost reasonableness; and

WHEREAS, the Town’s Mayor and Council adopted Resolution 151-2025 awarding the Contract for the Services to Contractor and authorizing the Mayor to execute this Agreement on behalf of the Town.

NOW THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the promises and agreements hereinafter contained and the payment hereinafter provided to be made, the parties agree as follows:

1. **GENERAL** This Agreement shall be bound by the terms of this Agreement, as well as the contents of the RFP and the Bid, which are attached hereto as Exhibit A and Exhibit B

respectively, and are explicitly incorporated into this Agreement by reference. In the event that the RFP or the Bid conflict with this Agreement, Contractor agrees to be bound by the terms which impose the greatest responsibility, liability, and scope of Work on Contractor. While the Contractor is not be a party to the Subrecipient Agreement, attached hereto as Exhibit C, Contractor agrees to abide by any terms contained therein regarding reimbursement procedures to ensure Town's is eligible for reimbursement for payments made to Contractor.

2. **SCOPE**. Contractor acknowledges and agrees to perform the work described in this Section, as well as the scope of work described in the RFP, including but not limited to the General Contract Requirements shown in Appendix F of the RFP (the "Work") and the Bid. In general, the Work will include the following:

- 2.1. Contractor shall coordinate with utilities that service the project area in order to understand feasibility/location of drainage improvements.
- 2.2. Contractor shall perform borings to identify approximate bedrock depths along the length of the proposed pipe trenches for bid specification and pay item reference.
- 2.3. Contractor shall prepare detailed engineering design documents, technical specifications, and construction cost estimates for bidding in compliance with RCP guidelines.
- 2.4. Contractor shall coordinate with the Hudson County Engineer to coordinate with County's Safety Improvement Project that includes JFK Boulevard East, as has been done at a concept level thus far. Contractor shall also obtain County Engineer approval of all proposed improvements within County right-of-way as well as Hudson-Essex-Passaic Soil Conservation District (HEPSCD) SESC Plan Certification.
- 2.5. Contractor shall coordinate and comply with all necessary RCP guidelines and requirements.
- 2.6. Contractor shall provide bidding phase project support.
- 2.7. Engineer of Record support during construction including submittal/shop drawing reviews, RFIs, any applicable Bulletins, periodic site visits in coordination with the inspector and contract administrator.
- 2.8. Contractor shall perform inspection services and contract administration for project construction including all payment recommendations and negotiation of any positive or negative change orders.

3. **PAYMENT AND TERM**. Contractor's compensation shall be in accordance with the Cost Proposal section of the Bid. If applicable, Contractor shall provide itemized billing for all services rendered. This Agreement shall be in effect from the Effective Date until the Project is completed. In no instance shall this Agreement automatically renew.

Payment will be made in accordance with the schedule of milestones prepared by DCA which describes the DCA's requirements for reimbursement of professional fees for completion of the Work (the "Schedule of Milestones"), attached hereto as Exhibit D, incorporated by reference, and described herein:

- a. For the Final Design Phase, Contractor shall submit invoices at 25%, 50%, 75%, and 100% completion.
- b. For the Bid Package Preparation Phase, Contractor shall submit one invoice upon completion.
- c. For the Construction Management and Construction Inspections, Contractor shall submit monthly/quarterly invoices based on contract period percentage complete.
- d. For the Construction Phase, Contractor shall submit monthly invoices based on work completed.
- e. For the Closeout Phase, Contractor shall submit one final invoice once all documentation is approved.

All capitalized terms not defined herein shall have the definition given to them in the Schedule of Milestones.

- 4. **GENERAL CONTRACT REQUIREMENTS.** The Contractor agrees that they will be bound by the following “General Contract Requirements,” as well as the provisions described in Appendix F of the RFP.

4.1. ACCEPTANCE OF GENERAL AND SPECIFIC CONDITIONS – PRIORITY OF CONTRACT PROVISIONS. Absent an express written waiver from the Town to the contrary, the Contractor should understand that they will be bound by these “General Contract Requirements and addendum” of the Town for all professional services contracts as well as all other provisions in this RFP and in the Contractor’s bid submission and that the contractual requirements of these general and specific provisions will be incorporated into any final contract. Some of the contents of the proposal submitted by the successful firm or firms(s) (such as, scope or work, fee structure and other terms) may also become part of any final contract. In the event of a conflict between any provisions of that final contract, the language of the body of that final contract shall control first followed (in order or priority) by the specific “Professional Information and Qualifications” specified by the Town, then by these “General Contract Requirements”, and then last by any incorporated provisions of the Service Provider’s proposal.

4.2. CONTRACT NOT EXCLUSIVE. Absent any express contractual provision to the contrary, any professional service contract awarded by the Town with respect to a particular professional service or project service is not exclusive to one provider. The Town may, in its sole discretion,, apportion work between and among providers and/or assign more than one provider to the same service or project.

4.3. ASSIGNMENT OR TRANSFER PROHIBITED. Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of any agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the prior written consent of the Town.

4.4. SERVICE PROVIDER’S INDEPENDENT STATUS. It is expressly understood and agreed that the status of the professional service entity and its employees, agents, and officers in any contract awarded by the Town shall be that of an independent contractor retained on a contractual basis to provide professional JFK Boulevard East Flood

Mitigation Project RFP for engineering services for the limited time frame set forth above and it is not intended, nor shall it be construed, that the Service Provider or any of its employees, officers and/or agents is/are (an) employee(s) or officer(s) of the Town for any purpose whatsoever.

4.5. PROFESSIONAL SERVICES ENTITY'S COMPLIANCE WITH LAWS. The Contractor agrees to fully comply with the provisions of any Federal, State, County and Local Government statutes, rules, or regulations during the term of the contract including, but not limited to the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors), N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contracts), and 42 U.S.C. §12101 et seq. (the American with Disabilities Act) and shall indemnify, defend and hold the Town against any claim, fine, violation or other cost made and/or assessed against the Town arising from a violation of those laws caused by the Contractor or by the Contractor's agents, servants, subcontractor(s) or the employees of the same.

Contractor further agrees to comply with the provisions of section 1 of P.L. 1977, c.33 requiring submission of a statement of corporate ownership and the provisions of P.L. 1975, c. 127 concerning equal employment opportunity and affirmative action.

The Contractor further agrees to comply with all DCA requirements and regulations, all applicable HUD and CDBG-DR requirements, federal audit, record-keeping and access rights, and federal nondiscrimination requirements.

The Contractor generally agrees to comply with all Federal, State, and local laws and regulations affecting this Agreement and the Project including but not limited to those requirements listed herein.

The Contractor further agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The Contractor further agrees to comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and complete the attached certificate form.

Finally, the Contractor agrees to comply with the procedures outlined in the Infrastructure Subrecipient Manual available at <https://www.nj.gov/dca/ddrm/home/infrastructuremanual.shtml> or upon request from the Town Clerk.

4.6. GENERAL INSURANCE REQUIREMENTS – INDEMNITY. The Contractor contracting with the Town shall maintain a minimum of \$1 million in errors and omissions and/or professional liability insurance during the period of performance required of any contract with the Town as well as such other insurance as may be specified in the "specific requirements" for the position or service contracted for and shall provide proof of such coverage(s) to the Town prior to performing any work or at any time such proof may be requested by the Town. The Contractor contracting with the Town also agrees to indemnify, defend and hold the Town harmless against any claim for damages, injunctive relief, or other civil liability or restriction made and/or assessed against the Town due to the wrongful

actions or negligence of the Contractor or by the Contractor's agents, servants or employees.

4.7. PAYMENT – AVAILABILITY OF FUNDS – NO INTEREST. The award of any Contract by the Town is subject to the Town's Executive Director or Chief Financial Officer certifying that the necessary funds are available in the year of award. Contracts which span multiple fiscal years are subject to cancellation in the following fiscal year if funds for continuation of the contract into that fiscal year are not approved by the governing body. The obligation of the Town to make payment to the Contractor shall be limited to the funds appropriated and made available as set forth above. Contractor will be obligated to notify the Town when 75% of the contract ceiling has been reached. Payments are processed by the Town following receipt of properly detailed and signed invoices and vouchers and approval by the Board at a regular meeting. Notwithstanding any other provision of the final contract, including any recitation of interest in the provider's rate schedule, no JFK Boulevard East Flood Mitigation Project RFP for Engineering interest of late payment fees or any type shall apply to or be due from the Town to the provider under this Agreement.

4.8. DEBARMENT AND SUSPENSION. All bidders must comply with federal debarment and suspension requirements. By submitting a bid, bidders are certifying that they, including the entity and any members of the entity, are not on the debarment and suspension list (2 CFR 180).

4.9. ONE YEAR MAXIMUM TERM – TRANSITIONAL PERIOD. Pursuant to N.J.S.A. 40A-11-3(b), no professional services contract may be awarded for a period exceeding twelve (12) consecutive months. If, for any reason, a new contract has not been awarded prior to the expiration or termination of the existing contract, the Contractor agrees that it will continue to provide services under the terms and conditions of the existing contract until a new contract(s) can become completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration or termination of the original (existing) contract.

4.10. TOWN'S RIGHT TO CANCEL – NO MINIMUM PAYMENT IMPLIED OR GUARANTEED UNLESS SPECIFICALLY PROVIDED. Town reserves the right to cancel any contract entered into without cause and without penalty at any time during that contract period by mailing to the "Service Provider" a written notice, certified mail return receipt, calling for termination at not less than thirty (30) days thereafter. In the event of termination of the Agreement, the Contractor's fees shall be prorated for the work satisfactorily performed up to the effective date of termination. If the termination by the Town is for cause, as determined in the Town's reasonable discretion, termination will take effect upon delivery of a written notice to Contractor, and Town shall have all remedies available at equity or law.

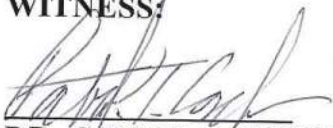
4.11. CHOICE OF LAW – JURISDICTION – SAVINGS CLAUSE. Any dispute between the Town and Contractor with regard to any submission or offer to provide professional services or any contract entered into to do so shall be interpreted, subject to and governed by the jurisdiction and laws of the State of New Jersey and resolved in its

Courts, except where jurisdiction, is expressly preempted by Federal Law in which case the matter will be subject to the jurisdiction of the United States District Court for the District of New Jersey. Any contract provision later determined to be legally void or unenforceable shall not void the remaining provisions of the Agreement.

5. **TERMINATION FOR CAUSE.** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
6. **RECORD RETENTION.** Pursuant to the Local Fiscal Affairs Law, Contractor shall allow audit access for the Town, DCA, the State of New Jersey, and federal authorities. Contractor shall also comply with record retention throughout the entirety of the Agreement.
7. **NOTICES.** All notices required under the terms of this Agreement will be given and will be complete by mailing such notices by certified or registered mail, or electronically with proof of delivery, to the addresses of the parties as shown at the beginning of this Agreement. Notice may also be provided via e-mail, with proof of delivery.
8. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, all of which shall be deemed to be one and the same instrument. Electronic or facsimile transmission signatures shall be deemed original signatures.
9. **ENTIRE AGREEMENT.** This Agreement contains the entire contract between the parties. No additions, changes or modifications, renewals or extensions hereof, will be binding unless reduced to writing and signed by the Town and the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

WITNESS:

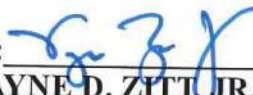

DR. COSMO A. CIRILLO

Town Clerk

Patrick T. Conlon
Town Attorney

WITNESS:

TOWN OF GUTTENBERG

By: 

WAYNE D. ZITT, JR.

Mayor

FRENCH & PARRELLO

By: _____

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WITNESS:

DR. COSMO A. CIRILLO

Town Clerk

TOWN OF GUTTENBERG

By: _____
WAYNE D. ZITT, JR.

Mayor

WITNESS:



Jaime Peters
Contract Administrator

FRENCH & PARRELLO

By: 

Steven A. Tardy, PE
President & CEO

Exhibit A

Request for Proposals



**TOWN OF GUTTENBERG
HUDSON COUNTY
NEW JERSEY**

MAYOR WAYNE D. ZITT JR.

**REQUEST FOR PROPOSALS FOR
PROFESSIONAL ENGINEERING SERVICES
FOR THE
JFK BOULEVARD EAST
FLOOD MITIGATION PROJECT**

**REQUEST FOR PROPOSAL ISSUE DATE: May 21, 2025 (VIA EMAIL)
QUESTION SUBMISSION DEADLINE: May 28, 2025 by 3:00 p.m. (2 WEEKS BEFORE
SUBMISSION DUE DATE) (VIA EMAIL)**

PROPOSAL SUBMISSION DUE DATE: JUNE 11, 2025 AT 10:00 A.M. (VIA EMAIL)

SUBMIT PROPOSALS TO:

**COSMO A. CIRILLO, Ph.D.
TOWN ADMINISTRATOR / MUNICIPAL CLERK
TOWNCLERK@MYGUTTENBERG.COM
TOWN OF GUTTENBERG, NEW JERSEY 07093**

**TOWN OF GUTTENBERG
HUDSON COUNTY, NEW JERSEY
NOTICE OF REQUEST FOR PROPOSALS**

PLEASE TAKE NOTICE that the Town of Guttenberg (the “Town”) is soliciting Proposals from qualified professionals pursuant to a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq. for the provision of the following professional engineering services (the “Services”) for the JFK Boulevard East Flood Mitigation Project (the “Project”). The services sought are for:

- Coordinating with utilities that service the project area in order to understand feasibility/location of drainage improvements. Construction phase test pits for verification of utilities at proposed crossing locations.
- Performing borings to identify approximate bedrock depths along the length of the proposed pipe trenches for bid specification and pay item reference. Test pits for existing utility locations will be done as part of the construction contract via pay item(s). The borings should also be used to inform the consultant on existing pavement depth and composition for pavement restoration reference. The engineer will conduct the borings in-house or incorporate a subconsultant or subcontractor for the bedrock borings as part of their proposal scope and fee.
- Preparing detailed engineering design documents, technical specifications, and construction cost estimates for bidding in compliance with RCP guidelines. The consultant will be provided with the boilerplate specification sections used for all construction contracts in Guttenberg and will use it as the basis for contract execution to be facilitated by the consultant in coordination with contractor and Town.
- Coordinating with the Hudson County Engineer to coordinate with County’s Safety Improvement Project that includes JFK Boulevard East, as has been done at a concept level thus far. There is also a need to obtain County Engineer approval of all proposed improvements within County right-of-way as well as Hudson-Essex-Passaic Soil Conservation District (HEPSCD) SESC Plan Certification.
- Coordinate and comply with all necessary RCP guidelines and requirements.
- Providing bidding phase project support.
- Engineer of Record support during construction including submittal/shop drawing reviews, RFIs, any applicable Bulletins, periodic site visits in coordination with the inspector and contract administrator.

The Request for Proposal (“RFP”) documents are attached Should you be unable to obtain these from the website, copies of the solicitation package are also available at the office of the Town Clerk, 6808 Park Avenue, Second Floor Guttenberg, NJ 07093. The Town Clerk’s office is open during regular business hours, 9:00 a.m. to 4:00 p.m., Monday through Friday, excluding holidays.

Sealed Proposals for the Services (“Proposals”) will be received by the Town Clerk, Dr. Cosmo A. Cirillo, RMC via e-mail at TOWNCLERK@MYGUTTENBERG.COM or in the Town Clerk’s office, located at 6808 Park Avenue, Second Floor Guttenberg, NJ 07093 by no later than 10:00 A.M. Eastern Standard Time on June 11, 2025. All Proposals will be opened at the Town Clerk’s office, 6808 Park Avenue, Second Floor Guttenberg, NJ 07093.

Proposals and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of each individual or firm responding to this RFP (each, a “Respondent”). There shall be

no claims whatsoever against the Town, its officers, officials, or employees for reimbursement for the payment of costs or expenses incurred in preparing and submitting a Proposal or for participating in this procurement.

To the extent the Town, in its sole discretion, determines to amend, modify, supplement, revoke or alter any other material term or condition of the RFP, including, without limitation, the procurement process or the criteria for qualification or award, which rights are hereby expressly reserved to the Town, the Town will post same on the Town of Guttenberg's website with hard copies available at the Town Clerk's office (as noted above) prior to the due date of the RFP.

By submitting a Proposal, each such Respondent, without any other act, acknowledges and agrees to comply with each of the terms and conditions of the RFP, and further agrees to abide by, without protest or cause of action, any determination made by the Town hereunder, including the qualification and award determinations made hereunder. Proposals will be received by hand delivery, mail, or delivery service in accordance with the instructions provided herein up until the date and time indicated above. The Town will not be responsible for packages not arriving at the time and place designated, irrespective of the date and time the package was mailed, posted, or left with a delivery service. Respondent assumes any and all risk of late or incorrect delivery of its Proposal. Proposals not received on time will be returned to Respondent unopened.

All questions regarding the RFP must be submitted via email request to Dr. Cosmo Cirillo, Town Administrator and Town Clerk at ccirillo@myguttenberg.com, with a copy to Town Attorney, Patrick T. Conlon, Esq. at pconlon@myguttenberg.com and to James Farren, PE, CME @ James.Farren@rve.com, and prior to May 28, 2025 by 3:00 p.m. Responses will be posted to the Town's website no later than May 30, 2025 by 5:00 p.m.

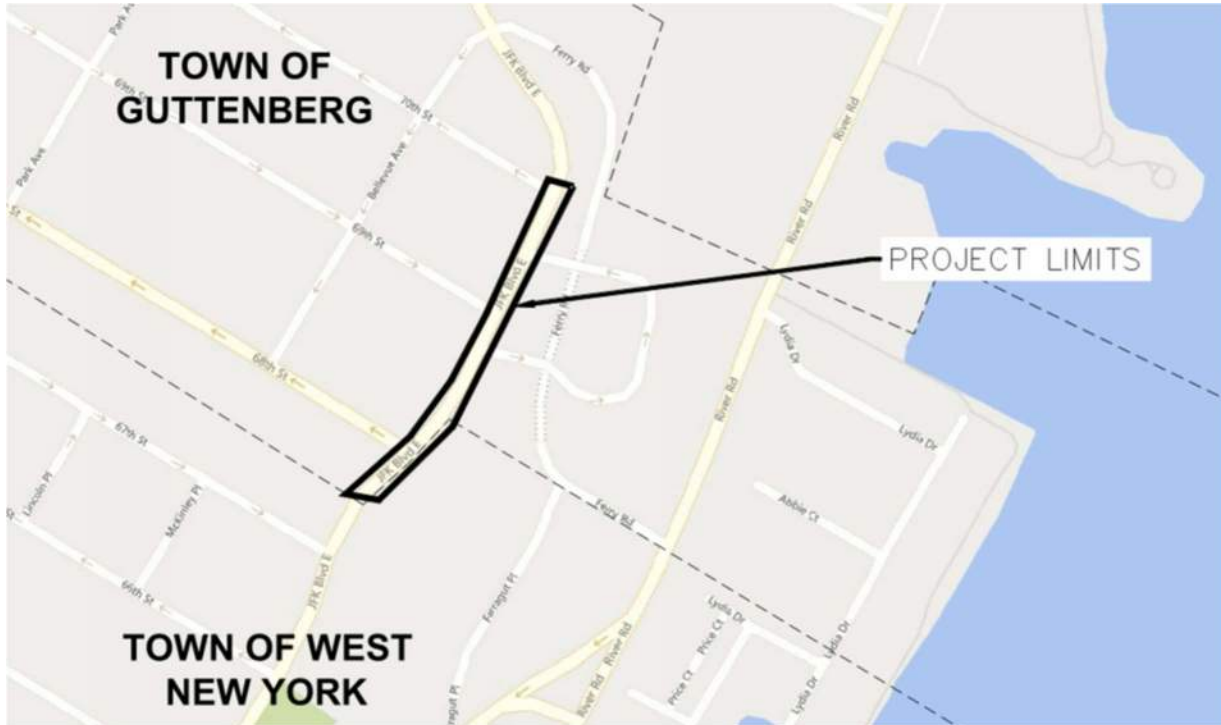
Respondents and their subcontractors must at all times comply with all applicable obligations pursuant to the New Jersey Campaign Contributions and Expenditure Reporting Act, N.J.S.A. 19:44A-1 et seq. Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

The Town will award a contract for the Services or reject all Proposals within sixty (60) days after receipt of the Proposals unless otherwise agreed by the parties.

Proposals may not be modified after submittal. The Town reserves the right to reject any or all Proposals or to waive any informalities in any Proposal received and to accept the Proposal which in its judgment will best serve the interest of the Town.

Any inconsistency between this notice and the RFP shall be governed by the terms of the RFP. Proposals will not be accepted by facsimile transmission or e-mail.

1.0 PROJECT BACKGROUND



John F. Kennedy Boulevard East (Boulevard East/CR 693) is a major roadway that runs through northern Hudson County, with a portion of the roadway along the top of the palisade near the Guttenberg Waterfront. The Galaxy Towers Condominium Complex in Guttenberg has frontage along Boulevard East and River Road (CR 505). During major storms like Hurricane Ida, Boulevard East experiences extensive flooding, which in turn floods the Galaxy Towers property as the existing storm sewer and CSO system surcharge onto and across Boulevard East from west to east. There is a need to construct a new storm sewer system along part of the east side of Boulevard East to capture surface flow that bypasses inundated inlets. This storm sewer system is planned to discharge into the Town's CSO system downstream of the regulator that is located on Boulevard East at the Seventieth Street intersection. See attached correspondence from our engineer of record, Remington and Vernick Engineers (RVE), with NJDEP (See Appendix A), relating to a meeting the Town facilitated with the NJDEP on April 26, 2024 to confirm the proposed pipe discharge will not be considered a CSO, and that neither a New Jersey Pollutant Discharge Elimination System (NJPDES) approval or a Treatment Works Approval (TWA) are required.

The Town of Guttenberg applied for a federal grant from the New Jersey Department of Community Affairs ("DCA"), Resilient Communities Program ("RCP"). The Town has received a Notice of Grant Award from DCA of \$1,480,605 and will sign a Subrecipient Agreement with DCA in the upcoming months. The grant is funded by the Community Development Block Grant-Disaster Recovery program allocated by the U.S. Department of Housing and Urban Development ("HUD"). As such, the Town must follow federal rules and regulations applicable to CDBG-DR grants and subrecipients.

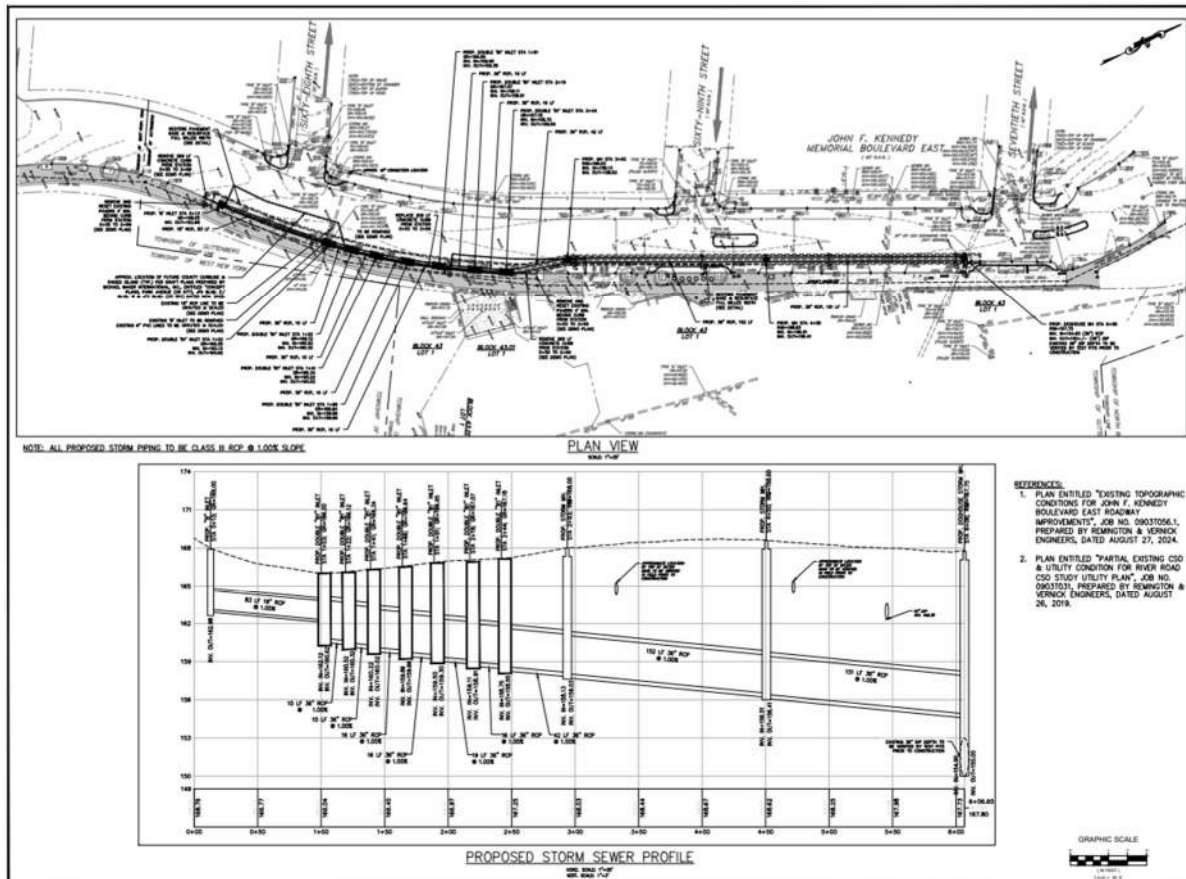


Figure 1

2.0 PROJECT SCOPE OF WORK

The purpose of the Project is to provide stormwater conveyance downstream of a CSO regulator to alleviate flooding in the area, particularly along the frontage of the Galaxy Towers residential complex. The intense precipitation during Hurricane Ida inundated the existing stormwater structures in the area, causing the stormwater to bypass the existing infrastructure which resulted in extensive surface runoff onto the Galaxy property and flooding of the buildings onsite. In an effort to prevent future flooding in the area, the proposed improvements will include designs for construction of a 36" dia. RCP storm sewer main and associated double 'B1' inlets along Boulevard East, at minimum. The new system will discharge to a point downstream of the Town's existing combined sewer regulator on the Westerly side of Boulevard East.

Project work shall include:

1. Coordinating with utilities that service the project area in order to understand feasibility/location of drainage improvements. Construction phase test pits for verification of utilities at proposed crossing locations.
2. Performing borings to identify approximate bedrock depths along the length of the proposed pipe trenches for bid specification and pay item reference. Test pits for existing utility locations will be done as part of the construction contract via pay item(s). The borings should also be used to inform the consultant on existing pavement depth and composition for pavement restoration

reference. The engineer will conduct the borings in-house or incorporate a subconsultant or subcontractor for the bedrock borings as part of their proposal scope and fee.

3. Preparing detailed engineering design documents, technical specifications, and construction cost estimates for bidding in compliance with RCP guidelines. The consultant will be provided with the boilerplate specification sections used for all construction contracts in Guttenberg and will use it as the basis for contract execution to be facilitated by the consultant in coordination with contractor and Town.
4. Coordinating with the Hudson County Engineer to coordinate with County's Safety Improvement Project that includes JFK Boulevard East, as has been done at a concept level thus far. There is also a need to obtain County Engineer approval of all proposed improvements within County right-of-way as well as Hudson-Essex-Passaic Soil Conservation District (HEPSCD) SESC Plan Certification.
5. Coordinate and comply with all necessary RCP guidelines and requirements.
6. Providing bidding phase project support.
7. Engineer of Record support during construction including submittal/shop drawing reviews, RFIs, any applicable Bulletins, periodic site visits in coordination with the inspector and contract administrator.
8. Performing inspection services and contract administration for project construction including all payment recommendations and negotiation of any positive or negative change orders.

3.0 PROPOSAL FORMAT

The Cost Proposal shall be broken down into six (6) phases which cover the above scope with fees provided for each:

1. Design Phase (Items 1-4)
2. RCP Compliance & Coordination
3. Bidding Phase
4. RFI & Submittal Assistance
5. Engineer of Record Construction Phase support
6. Inspection and Contract Administration

4.0 TOWN OF GUTTENBERG CONTACTS AND INFORMATION

Mr. James Farren, PE, CME, Remington & Vernick Engineers will be the Town's initial principal point of contact for the selected Respondent. Other key contacts are Dr. Cosmo Cirillo, Town Administrator, and Mr. Jason Allgeier, Department of Public Works Superintendent.

The Town, within this RFP, has provided the bidders with the following documents:

Appendix A: NJDEP Correspondence

Appendix B: Existing Topographic Conditions

Appendix C: RCP Project 30% Plan Set

Appendix D: RCP Project 30% Plan Cost Estimate (for reference only, engineering consultant shall develop a new cost estimate based on final design quantities with quantity calculations provided, not a match of the 30% Cost Estimate quantities)

Appendix E: RCP Project 30% Technical Specifications

5.0 PROFESSIONAL INFORMATION AND QUALIFICATIONS

Copies of this standardized submission requirements and selection criteria are on file and available from the Office of the Town Clerk. In addition to the forms included herewith, each proposer shall submit the following information:

1. Name of Firm;
2. Address of principal place of business and all other offices and corresponding telephone and fax numbers. Please note specifically which engineers will be assigned to work with the Town;
3. Description of firm's engineers' education, experience, qualifications, number of years with the firm and a description of their experience with projects similar to those described above;
4. Experience related to providing engineering services to public entities;
5. At least four (4) references, three (3) of which must have knowledge of your service to public entities;
6. Examples of your record of success (or significant achievements) servicing public entities;
7. The firm's ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff);
8. Cost details, including the hourly rates of each of the individuals who will perform the services and the time estimates for each individual, all expenses, and where appropriate, total cost of "not to exceed" amount;
9. Statement of Ownership Disclosure (form provided);
10. Disclosure of Investment Activities in Iran Form (prior to the award of contract but preferably with the proposal. Form provided);
11. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus (Prior to the award of contract but preferably with the proposal. Form provided);
12. Business Registration Certificate (prior to the award of contract but preferably with the proposal);
13. Statement, see attached, executed by a corporate officer, member, partner or sole proprietor certifying that there are no prior or pending ethics complaints against them or their company; and
14. The successful proposer must comply with the requirements set forth in the Mandatory Equal Employment Opportunity language included herewith (Exhibit A).
15. The proposer shall have an affirmative obligation to submit documentation of any possible conflicts of interests that the proposer, or any of its principals or employees may have with the Town or any other entity involved in this RFP.

6.0 SELECTION CRITERIA

The selection criteria used in awarding a contract or agreement for professional services as described herein shall include:

1. Qualifications of the individuals who will perform the tasks and the amounts of their respective participation;
2. Experience and references;
3. Ability to perform the task in a timely fashion, including staffing and familiarity with the subject matter; and
4. Cost competitiveness.

7.0 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

In accordance with 2 CFR 20.321(b), the Town must take necessary affirmative steps to ensure that minority and women-owned businesses are considered when possible. As part of this effort, this RFP will be distributed to Minority and Women-Owned firms.

8.0 QUESTIONS

All questions regarding the RFP must be submitted via email request to Cosmo A. Cirillo, Ph.D. town administrator / municipal clerk TOWNCLERK@MYGUTTENBERG.COM prior to **(14 DAYS BEFORE SUBMISSION DATE)**.

9.0 INSURANCE AND INDEMNIFICATION

The Respondent shall be required to have insurance coverage typical of the Town's requirements for other engineering services.

10.0 REMEDIES

Notwithstanding anything in this RFP to the contrary, Town's obligations under this RFP are expressly contingent upon Town securing funding for the Project as evidenced by a resolution by the Guttenberg Town Council (the "Approval"). The RFP is also subject to approval by the Town Council of Guttenberg of the dispensations required to satisfy Town's obligations under this RFP and any resulting agreement with a successful bidder. In the event Town does not elect to authorize the required dispensations, Town will inform successful bidder immediately and successful bidder shall have the right to terminate the RFP and any resulting contract upon written notice effective upon receipt by Town.

The Town reserves the right to withhold payment if, in the sole and absolute determination of the Town, the successful bidder is not proceeding with the Project at a reasonable pace or if the work is not of reasonable quality and workmanship. This determination shall be communicated to the contractor by way of written notice from the Town engineer and the contractor shall have ten (10) days to address the deficiency. If, after ten (10) days following the notice, the Town determines that the work has not

resumed or the defective work has not been remedied, the Town reserves the right to terminate the contract or continue to withhold payment until performance is satisfactory.

Contractor shall be entitled to payment as outlined in the Proposal for work actually completed. If Town substantially breaches the contract or this RFP, Contractor shall have all remedies available at equity or law.

Certificates of the Required Insurance

Certificates of Insurance for those policies required shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Town as an additional insured.

Indemnification

The Respondent shall indemnify, defend, and save harmless the Town, at the Respondent's own cost and expense, from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him, by reason of any act or omission of the said Respondent, his agents, or employees, in the delivery of goods or services, execution of the work, or in the guarding of it.

STATEMENT CONCERNING ETHICS COMPLAINTS

I, _____, of full age and to the best of my knowledge and belief, as of the date of this Certification, hereby certify as follows:

1. I am the _____ in connection with the firm, entity, partnership, sole proprietorship which entity is submitting this proposal to the Town of Guttenberg.

2. I am aware of no prior or pending ethics complaints against myself or any firm or entity.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____

By: _____

Print Name: _____

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

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

Full Name (Print):		Title:	
Signature:		Date:	

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BID SOLICITATION/PROPOSAL TITLE _____
VENDOR/BIDDER NAME _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property or the Town of Guttenberg finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

—

Duration of Engagement _____
Anticipated Cessation Date _____

Attach Additional Sheets If Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the Town of Guttenberg is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the Town, permitting the Town to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Dated

Print Name and Title

This form is to be completed, certified and submitted prior to the award of contract.



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

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor"ⁱ) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Circle the Appropriate letter)

- A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

- B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

- C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Cont)

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 AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

APPENDIX A
JFK BLVD EAST FLOOD MITIGATION PROJECT
NJDEP CORRESPONDENCE

May 9, 2024

Ms. Susan Rosenwinkle, Assistant Director
Mail Code 401-02B
DWQ - Water Pollution Management Element
P.O. Box 420
401 E. State Street
Trenton, NJ 08625-0420

Mr. Michael Curley
Mail Code 401-03D
DWQ – Bureau of Environmental Engineering & Permitting
P.O. Box 420
401 E. State Street
Trenton, NJ 08625-0420

**Re: Proposed JFK Boulevard East Storm Sewer Project
Town of Guttenberg
NJPDES Authorization No. NJ0108715
Our File No. 0903T056**

All:

To follow-up to our meeting on April 26, 2024, this letter is intended to memorialize our discussions regarding the above-mentioned project and request formal determination from the New Jersey Department of Environmental Protection (NJDEP) as to any permitting requirements for same.

As discussed at the meeting, the proposed project is for the installation of a new storm water line on the northbound side of JFK Boulevard East in the Town of Guttenberg, Hudson County. The project is intended to alleviate flooding at the Galaxy Towers residential complex, which was first experienced during Hurricane Ida in 2021. The intense precipitation during Ida overwhelmed the existing inlets in the area and instead bypassed the existing storm inlets and flowed onto the Galaxy property, entering the buildings.

Given the existing topography and infrastructure, the proposed stormwater-only (not combined) sewer would flow into the existing combined sewer overflow (CSO) line downstream of the Town's regulator, discharging to the Hudson River via the existing outfall (a concept plan of the proposed line was reviewed at the meeting and is attached here for your reference). The line will not impact the operations of the regulator, and therefore will not increase the number of CSO events at the outfall. During minor storm events (i.e., those that do not cause a regulator bypass), the new line will result in some discharge from the outfall; however, the Department indicated

during the meeting that because the flow is storm water only, it would not be considered as a dry-weather CSO discharge. As a result, no modification of the Town's NJPDES Permit No. NJ0108715 would be required.

Also discussed at the meeting was the potential need for a Treatment Works Approval (TWA) permit. Our understanding of the Department's position is that because the line is storm water only, no TWA would be required. The Town requests confirmation from the NJDEP of this understanding.

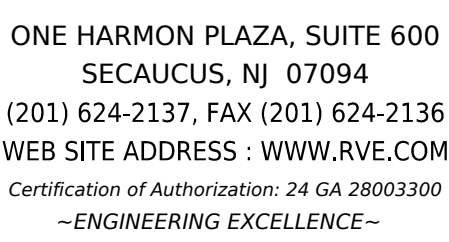
The Town appreciates the Department meeting with us to discuss the project. Should you have any questions regarding the above or require additional information, please feel free to contact the undersigned at (609) 760-0543 or at mark.hubal@rve.com.

Sincerely,
REMINGTON AND VERNICK ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read "Mark A. Hubal".

Mark A. Hubal, PE, BCEE
Associate

cc: Mayor Wayne Zitt; Cosmo Cirillo (Town Administrator); John DiStefano (Town CFO), Joseph Manning, NJDEP; Dwayne Kobesky, NJDEP; Paul Cray, RVE; Gene Rotonda, RVE, Vahane Costanian, RVE



AUL D. CRAY
PROFESSIONAL ENGINEER LIC. No. 3745

DONALD J. NORBUT
PROFESSIONAL ENGINEER LIC. No. 3441

DOCUMENTS PREPARED BY REMINGTON & BERNICK ENGINEERS AND AFFILIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT LOANED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY REMINGTON & BERNICK ENGINEERS AND AFFILIATES FOR THE SPECIFIC PROJECT MAY BE CONSIDERED NEGLIGENCE AND MAY INVOLVE LIABILITY OR LEGAL EXPOSURE TO REMINGTON & BERNICK ENGINEERS AND AFFILIATES, AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS REMINGTON & BERNICK ENGINEERS AND AFFILIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

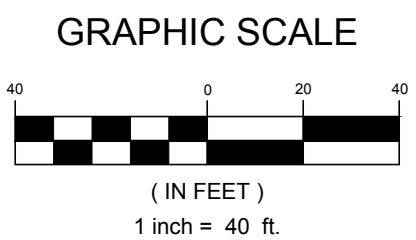
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GUTTENBERG HUDSON COUNTY NEW JERSEY

<u>DRAWN BY :</u> AD	<u>DESIGN BY :</u> AD	<u>CHECKED BY :</u> VC	<u>SCALE :</u> AS NOTED
<u>DATE :</u> 12-01-23		<u>SHEET No. :</u> 1 of 1	
<u>JOB No. :</u> 0903T056			



TO BE CONSTRUCTED			
#	DESCRIPTION	UNITS	ESTIMATED QUANTITY
2	HMA MILLING, 3" OR LESS	SY	1650
3	HOT MIX ASPHALT 9.5M64 SURFACE COURSE	TONS	200
4	TACK COAT	GAL	245
5	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	SY	1650
6	CONCRETE BASE COURSE	SY	600
7	HMA PAVEMENT REPAIR	SY	140
8	9" X 18" CONCRETE VERTICAL CURB	LF	630
9	CONCRETE SIDEWALK, 4"	SY	102
10	CONCRETE SIDEWALK, 6" REINFORCED	SY	100
11	RESET PAVERS	SY	390
12	INLET, TYPE B	UN	4
13	MANHOLE, 8" DIAMETER	UN	2
14	36" REINFORCED CONCRETE PIPE	LF	550
15	ROCK REMOVAL	CY	270
16	TRAFFIC STRIPES, 6"	LF	500





State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Water Quality
Municipal Finance & Construction Element
PO Box 420, Mail Code 401-03D
Trenton, New Jersey 08625-0420
WWW.NJ.GOV/DEP/DWQ

PHILIP D. MURPHY
Governor

TAHESHA L. WAY
Lt. Governor

SHAWN M. LATOURETTE
Commissioner

6/7/2024 (by e-mail)

Mark A. Hubal, PE, BCEE
Associate
Remington and Vernick Engineers, Inc.
One Harmon Plaza, Suite 210
Secaucus, New Jersey 07094

Re: Proposed JFK Boulevard East Storm Sewer Project
Town of Guttenberg, Hudson County
Treatment Works Approval (TWA) Applicability Determination

Dear Mr. Hubal:

This office has reviewed the information you provided via email on May 9, 2024 to summarize the meeting held on April 26, 2024 with the New Jersey Department of Environmental Protection (NJDEP) regarding the proposed installation of a new storm water line on the northbound side of JFK Boulevard East in the Town of Guttenberg, Hudson County in order to alleviate flooding at the Galaxy Towers residential complex.

Discussed during the meeting was the applicability of a Treatment Works Approval (TWA) for the proposed installation of the new storm water line. At the meeting it was determined that a TWA was not required, and this letter will confirm the NJDEP's position that a TWA will not be required for the proposed installation of a new storm water line, as it will convey storm water only (not combined storm and sanitary flows) and the TWA program does not regulate storm water only collection and conveyance systems.

However, please note that the lack of a need for a TWA does not exempt the applicant from obtaining any other local, State and/or Federal approvals that may be required for the project.

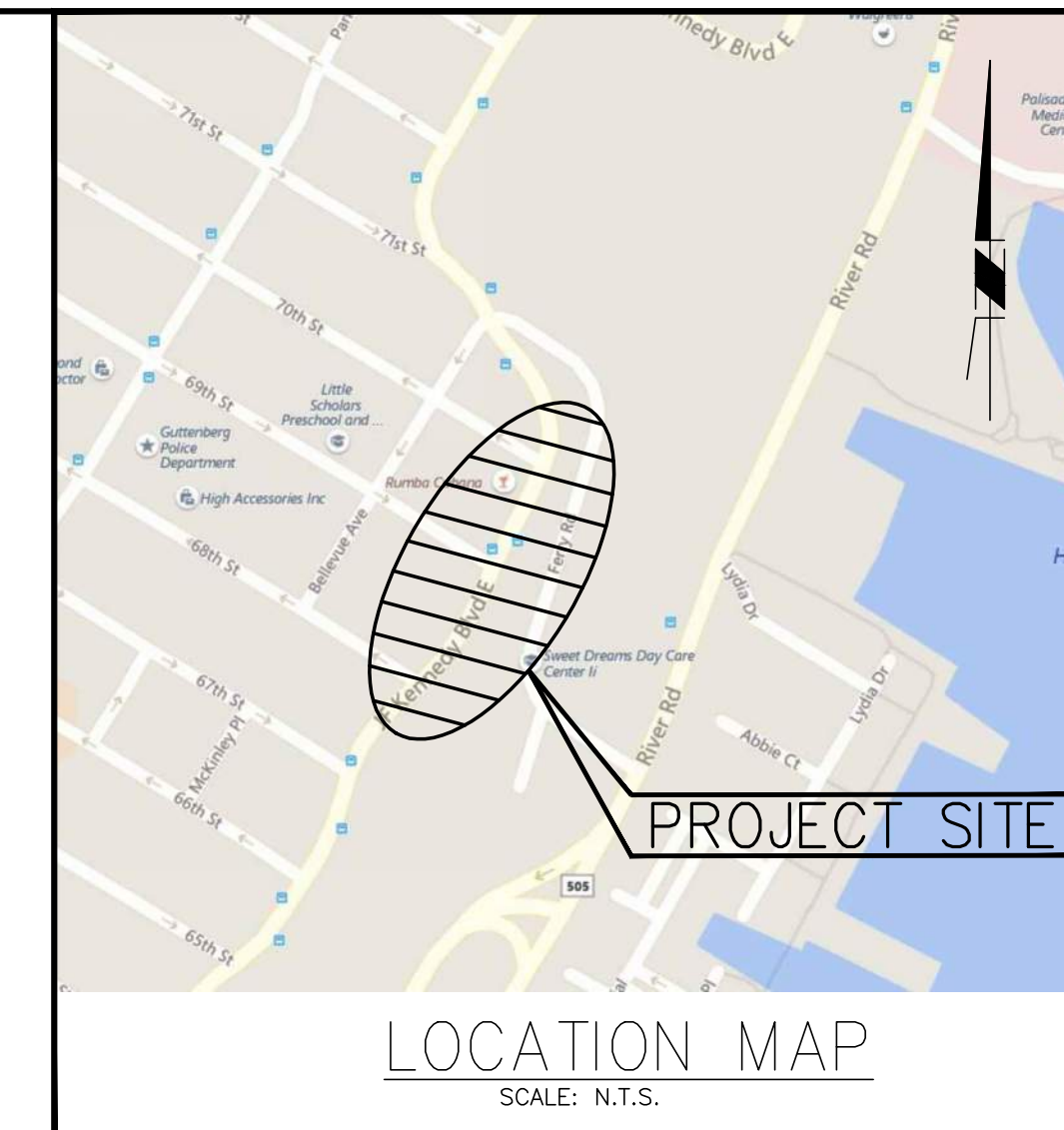
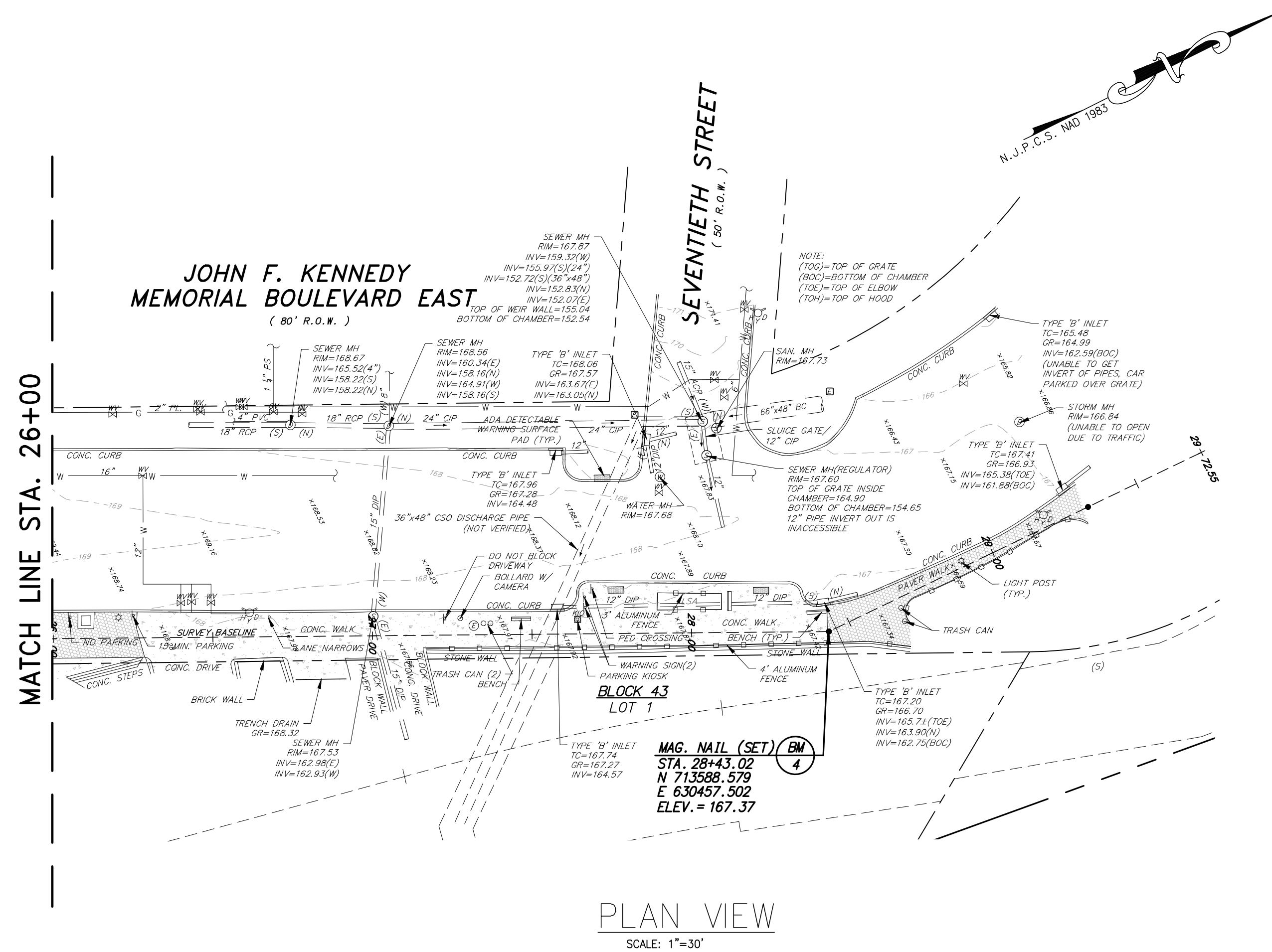
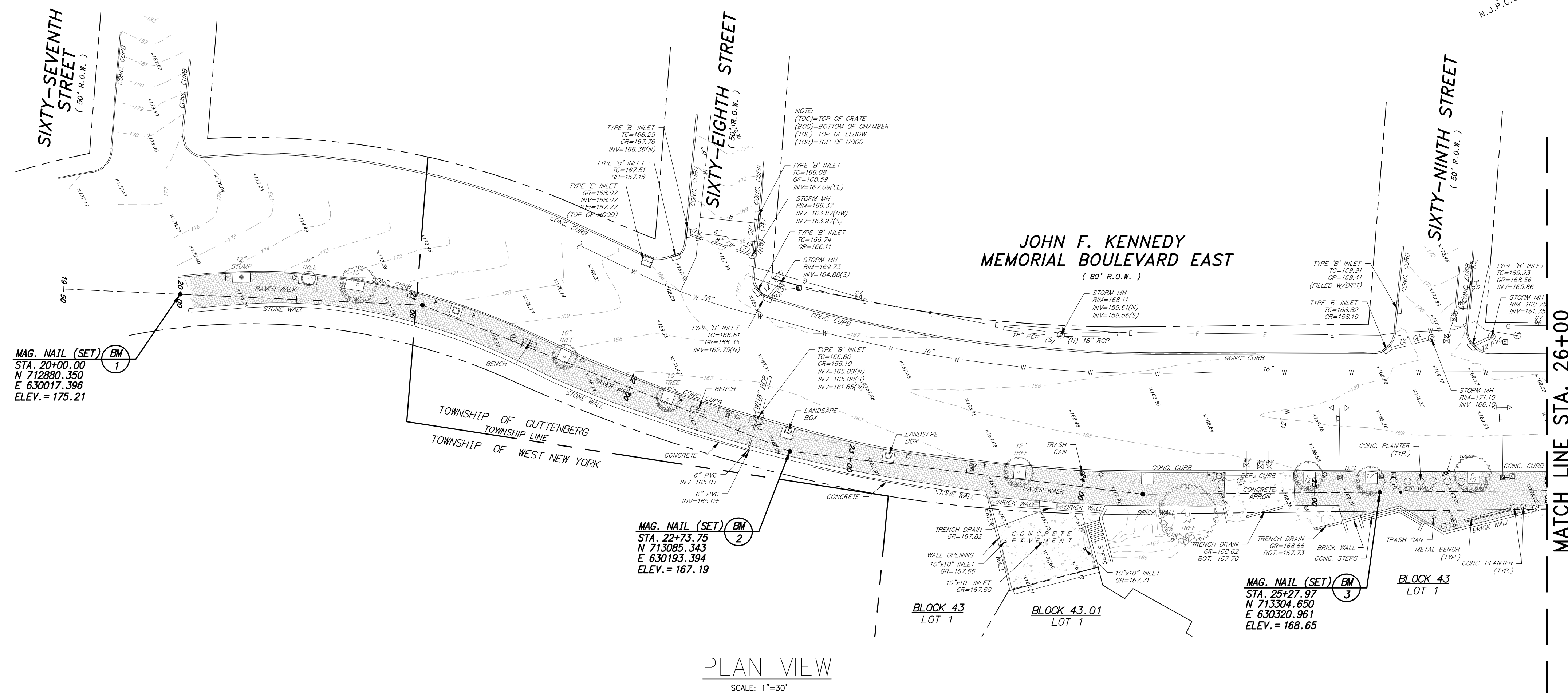
If you should have any questions, please contact me at (609) 984-4429, or via email:
Michael.Curley@dep.nj.gov.

Sincerely,

Michael Curley
Michael Curley, Section Chief
Treatment Works Approval Section
Bureau of Environmental, Engineering and Permitting
Municipal Finance and Construction Element

c: NJDEP, Water Pollution Management Element – Susan.Rosenwinkel@dep.nj.gov
NJDEP, Bureau of Surface Water Permitting – Joseph.Mannick@dep.nj.gov
NJDEP, Bureau of Surface Water Permitting – Dwayne.Kobesky@dep.nj.gov

APPENDIX B
JFK BLVD EAST FLOOD MITIGATION PROJECT
EXISTING TOPOGRAPHIC CONDITIONS



**REMINGTON
& VERNICK
ENGINEERS**

ONE HARMON PLAZA, SUITE 210
SECAUCUS, NJ 07094
(201) 624-2137, FAX (201) 624-2136
WEB SITE ADDRESS : WWW.RVE.COM

*Certification of Authorization: 24 GA 28003300
—ENGINEERING EXCELLENCE—*

DATE: _____
CHARLES E. ADAMSON
 NJ PROFESSIONAL LAND SURVEYOR LIC. No. 4261

PLANS WHICH DO NOT BEAR
AN EMBOSSED SEAL ARE NOT VALID

ALL DOCUMENTS PREPARED BY REMINGTON & VERNICK ENGINEERS AND AFFILIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT OUR WRITTEN VERIFICATION OR ADAPTATION BY REMINGTON & VERNICK ENGINEERS AND AFFILIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO REMINGTON & VERNICK ENGINEERS AND AFFILIATES. WE AND OUR AFFILIATES SHALL INDEMNIFY AND HOLD HARMLESS REMINGTON & VERNICK ENGINEERS AND AFFILIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

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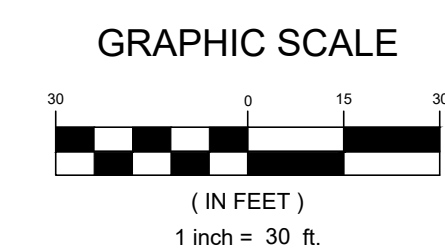
EXISTING TOPOGRAPHIC CONDITIONS

TOWN OF GUTTENBERG
JOHN F. KENNEDY MEMORIAL BOULEVARD EAST
ROADWAY IMPROVEMENTS

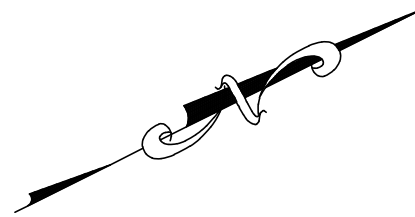
TOWN OF CITTENDEN
HIDSON COUNTY
NEW JERSEY

- SURVEY NOTES & REFERENCES:

1. THE HORIZONTAL DATUM IS BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM (NAD-1983 / 2011 ADJ.) AND THE VERTICAL DATUM IS BASED ON NAVD-1988 / GEOID 2018 (ADD 1.05 FEET TO THESE ELEVATIONS TO CONVERT TO NGVD-1929 DATUM).
2. PROPERTY AND RIGHT-OF-WAY LINES SHOWN ON THESE PLANS ARE APPROXIMATE LOCATIONS BASED ON THE CURRENT TAX MAPS OF THE TOWN OF GUTTENBERG, HUDSON COUNTY, NEW JERSEY. ADJOINING PROPERTY AND RIGHT-OF-WAY LINES ARE SHOWN FOR GRAPHICAL INFORMATION ONLY AND HAVE NOT BEEN FIELD VERIFIED.
3. EXISTING TOPOGRAPHIC CONDITIONS WERE SURVEYED BY REMINGTON & VERNICK ENGINEERS UNDER THE SUPERVISION OF CHARLES E. ADAMSON, N.J.P.L.S. LICENSE NO. 42627. THE SURVEY WORK WAS COMPLETED ON JULY 19, 2024.
4. THIS PLAN AND SURVEY DOES NOT CERTIFY TO THE LOCATION, BOTH HORIZONTAL AND VERTICAL OF ANY UNDERGROUND UTILITY OR STRUCTURE THAT WAS NOT EXPOSED FOR DIRECT MEASUREMENT.
5. WATER AND GAS LINES ARE SHOWN AS PER UTILITY MAPS PROVIDED.



APPENDIX C
JFK BLVD EAST FLOOD MITIGATION PROJECT
RCP PROJECT 30% PLAN SET



RVE

1901

REMINGTON & VERNICK ENGINEERS

ONE HARMON PLAZA, SUITE 600
SECAUCUS, NJ 07094
(201) 624-2137, FAX (201) 624-2136
WEB SITE ADDRESS : WWW.RVE.COM
Certification of Authorization: 24 GA 28003300
-ENGINEERING EXCELLENCE-

DATE:

PAUL D. CRAY

NJ PROFESSIONAL ENGINEER LIC. No. 37458

DATE:

RONALD J. NORBUT

NJ PROFESSIONAL ENGINEER LIC. No. 34412

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	30% PLAN UPDATES	DATE	BY
1	10/10/24 MB CR		CR

DEMOLITION & EXISTING CONDITIONS PLAN

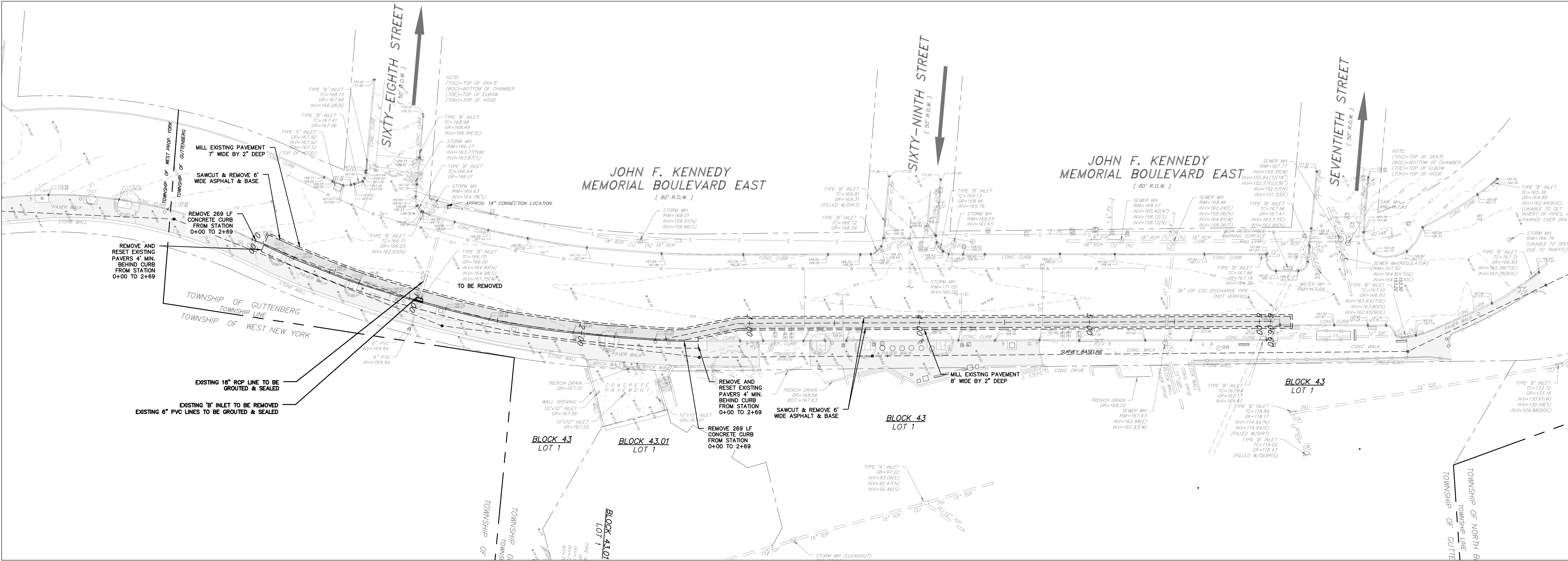
TOWN OF GUTTENBERG

RESILIENT COMMUNITIES PROGRAM (RCP)

JFK BLVD EAST FLOOD MITIGATION PROJECT

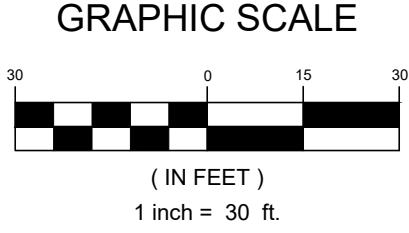
GUTTENBERG HUDSON COUNTY NEW JERSEY

DRAWN BY:	DESIGN BY:	CHECKED BY:	SCALE:
GBS/SC	GBS/SC	GNR	AS NOTED
DATE:			
08-30-24			
JOB No.:			
0903T056.1			
		2 of 4	

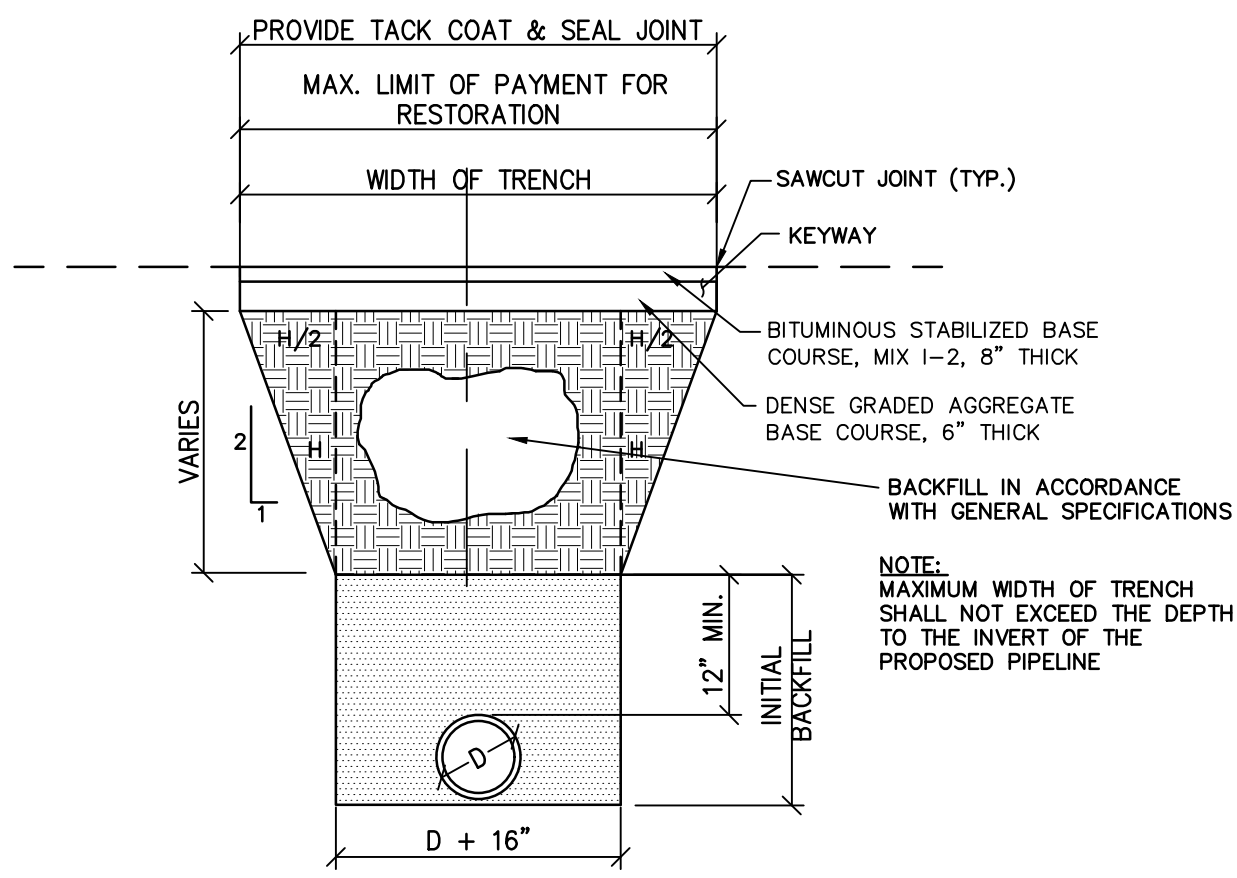


PLAN VIEW
SCALE: 1"=30'

- REFERENCES:
- PLAN ENTITLED "EXISTING TOPOGRAPHIC CONDITIONS FOR JOHN F. KENNEDY BOULEVARD EAST ROADWAY IMPROVEMENTS", JOB NO. 0903T056.1, PREPARED BY REMINGTON & VERNICK ENGINEERS, DATED AUGUST 27, 2024.
 - PLAN ENTITLED "PARTIAL EXISTING CSO & UTILITY CONDITION FOR RIVER ROAD CSO STUDY UTILITY PLAN", JOB NO. 0903T031, PREPARED BY REMINGTON & VERNICK ENGINEERS, DATED AUGUST 26, 2019.

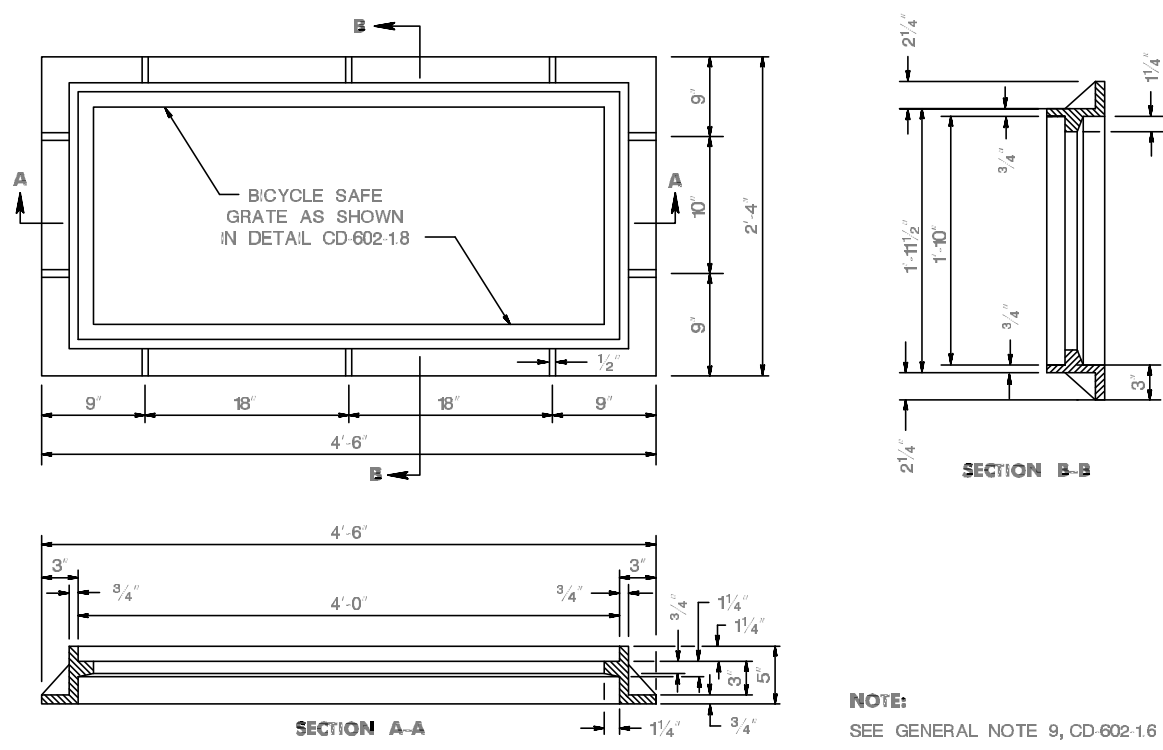


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ROADWAY TRENCH DETAIL PIPE
N.T.S.

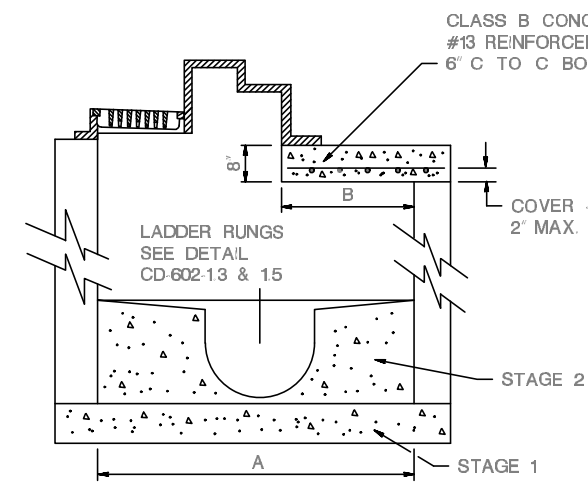
NOTE: PAYMENT FOR TRENCH RESTORATION AND ROADWAY RESTORATION SHALL BE PER N.J.A.C. 7:14-2.12



FRAME TO BE USED FOR INLET, TYPE B MODIFIED

TYPE "B" INLET DETAIL
N.T.S.

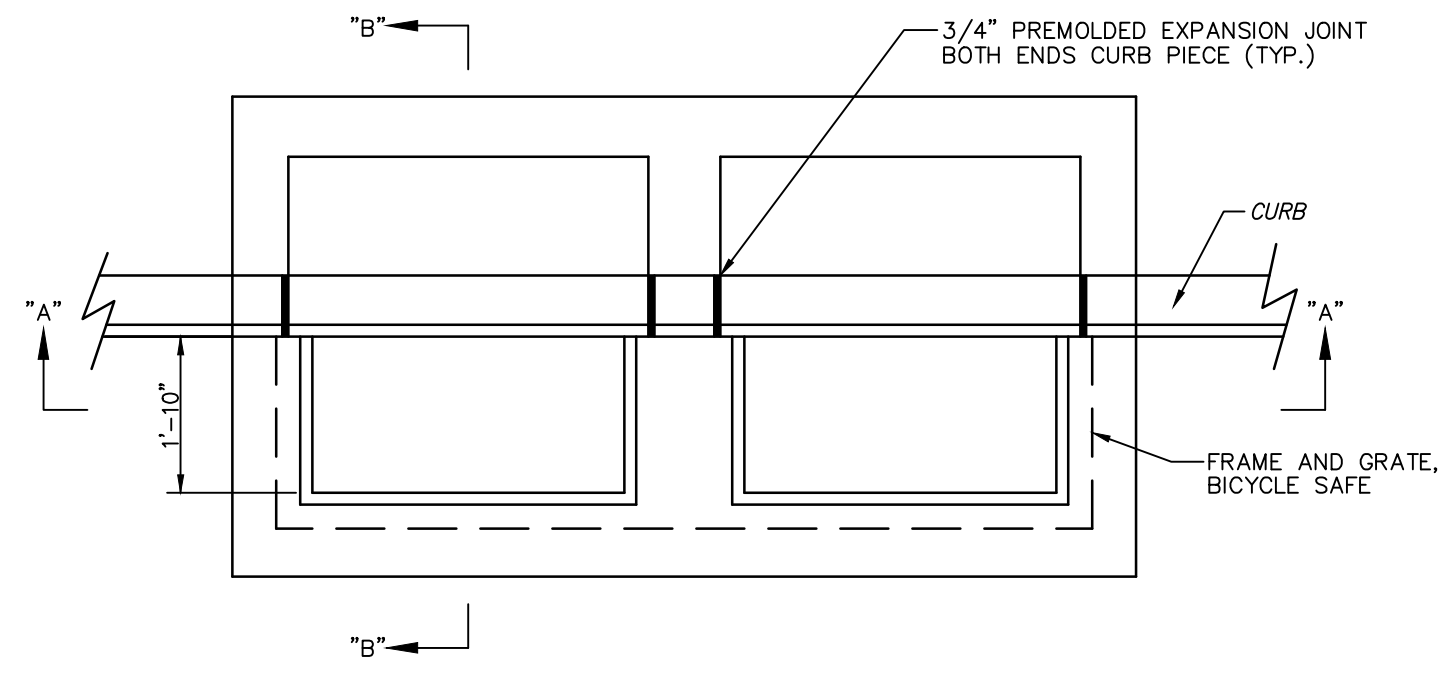
INLETS TYPE B1 OR TYPE B2 TO BE OF SAME CONSTRUCTION AND DIMENSIONS AS INLET TYPE B, EXCEPT AS OTHERWISE INDICATED BELOW



INLET TYPE	DIMENSION A	DIMENSION B
B1	4'-6"	1'-0"
B2	5'-6"	2'-0"

CONSTRUCT FOUNDATION AND INVERT IN TWO STAGES LEAVE TOP SURFACE OF STAGE 1 ROUGH

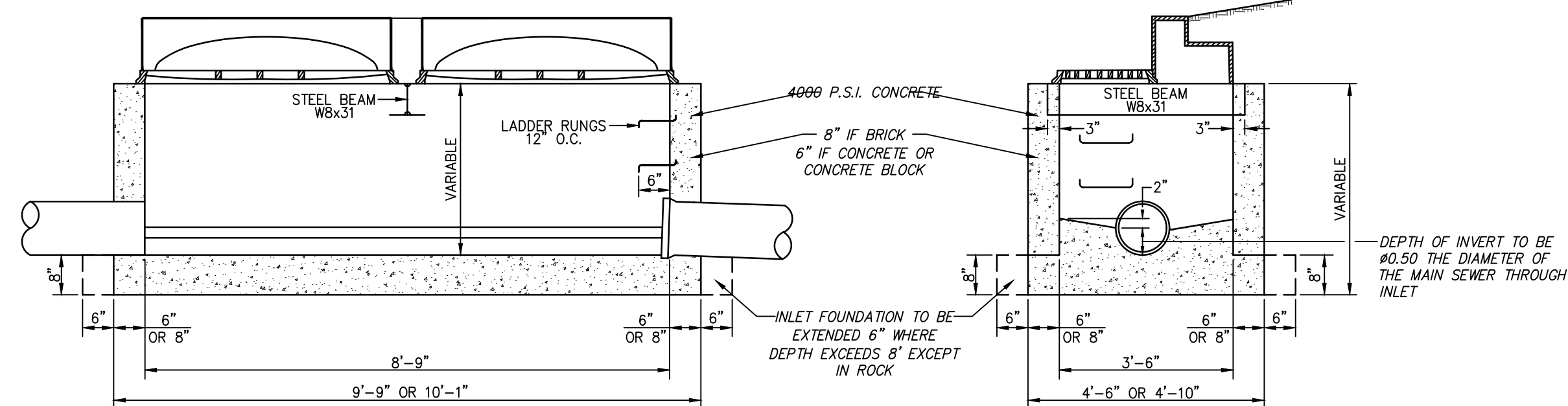
INLETS, TYPE B1 AND TYPE B2



NOTES:

INVERTS TO BE ELIMINATED IN BOTTOM OF TERMINAL INLETS. BOTTOM SHALL BE DISHED AND SLOPED TOWARDS THE OUTLET PIPE AT THE RATE OF 2" PER FOOT.

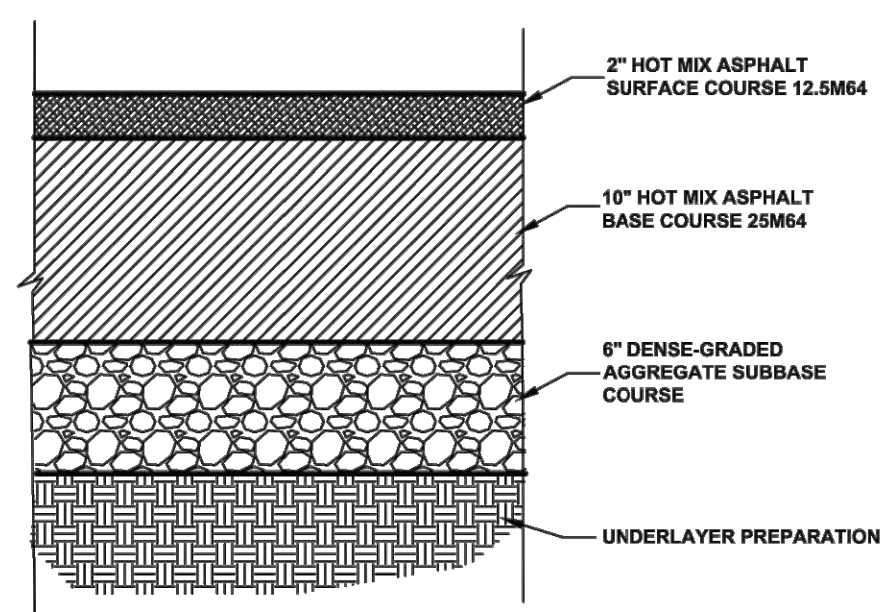
THIS INLET MAY BE CONSTRUCTED OF BRICK, CONCRETE OR CONCRETE BLOCK. IF BRICK OR CONCRETE BLOCK IS USED THE BOTTOM SHALL BE AS SHOWN FOR CONCRETE & THE OUTSIDE OF THE WALLS SHALL BE PLASTERED WITH 1/2" COAT BE DISHED AND SLOOF 1:2 CEMENT SAND MORTAR.



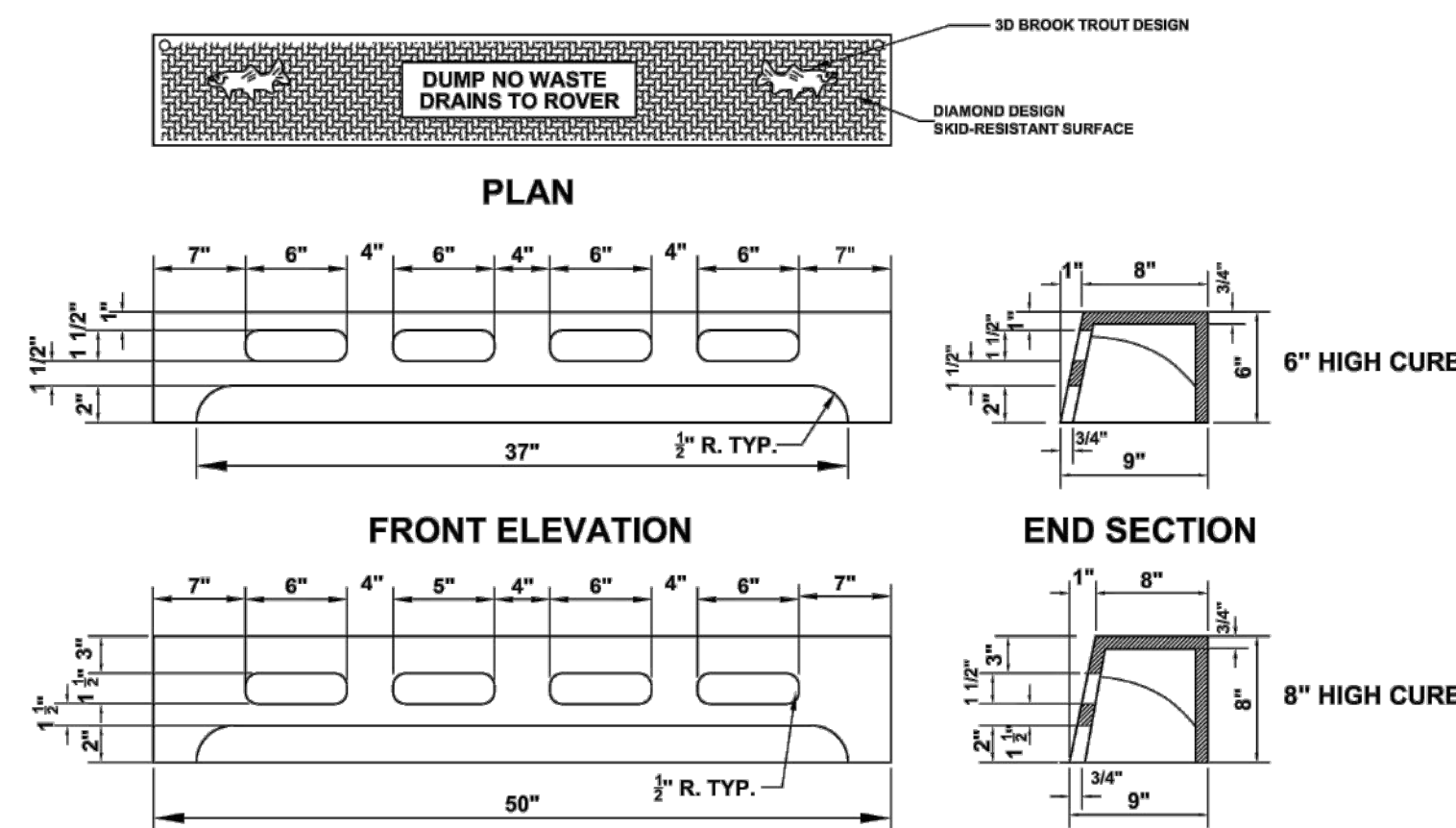
SECTION A-A

SECTION B-B

TYPE "B1" DOUBLE INLET DETAIL
N.T.S.



PAVEMENT RECONSTRUCTION DETAIL
N.T.S.



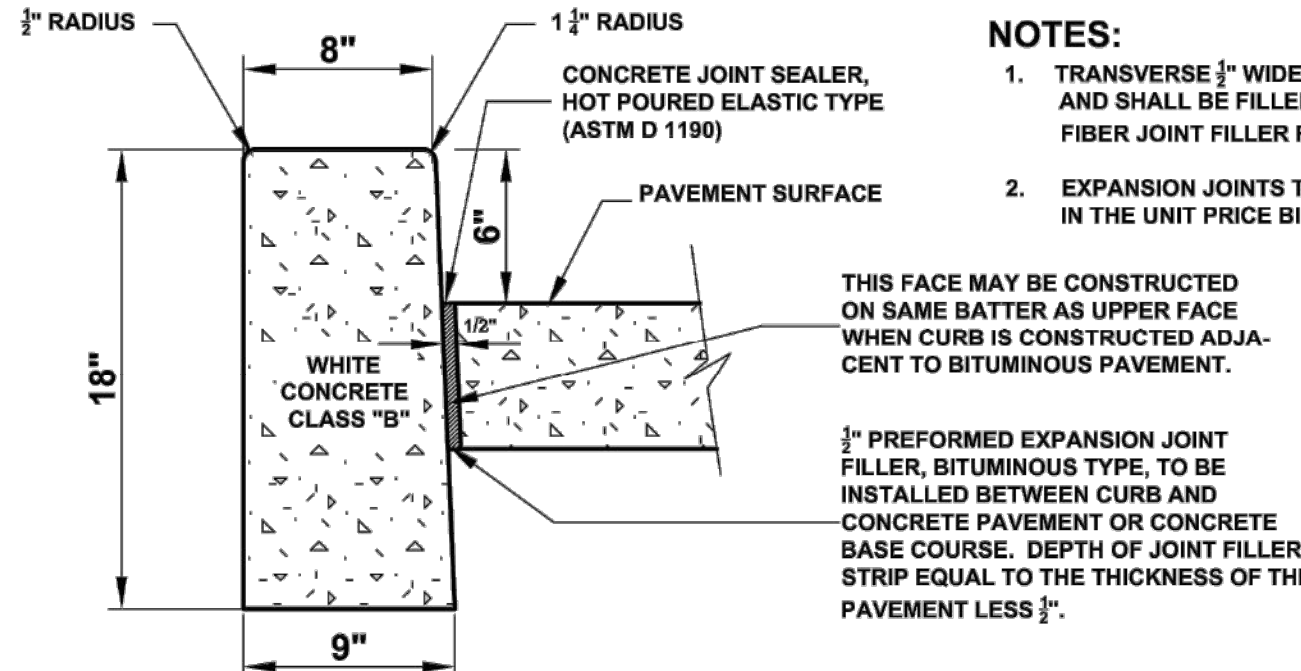
CURB PIECE TYPE "N-ECO"
CAMPBELL FOUNDRY OR APPROVED EQUIVALENT

NOTES:

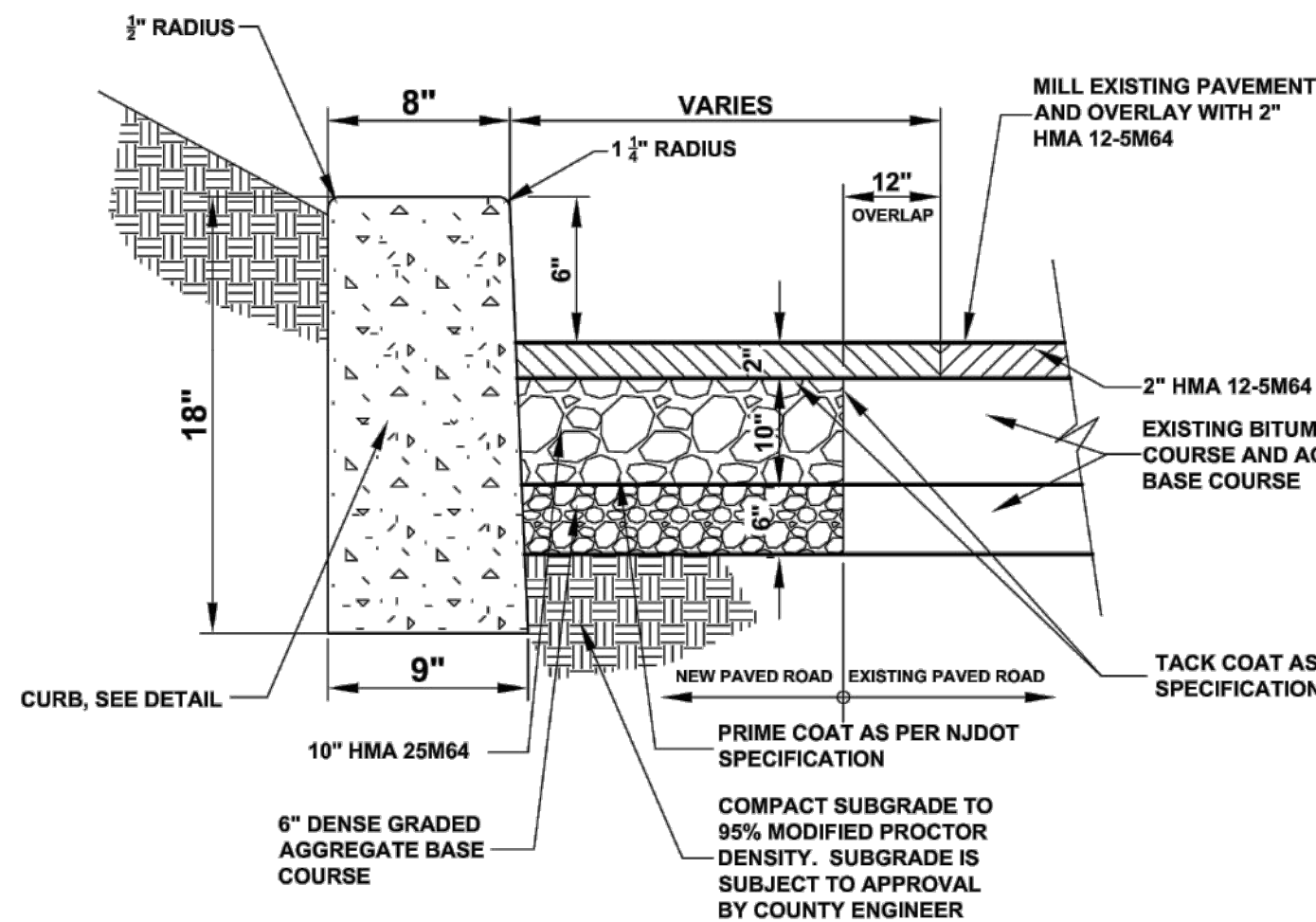
- TRANSVERSE 3/4" WIDE SHALL BE INSTALLED IN THE CURB 20'-0" APART AND SHALL BE FILLED WITH PREFORMED BITUMINOUS-IMPREGNATED FIBER JOINT FILLER RECESSED 1/2" IN FROM FRONT FACE AND TOP OF CURB.
- EXPANSION JOINTS THRU AND ADJACENT TO THE CURB SHALL BE INCLUDED IN THE UNIT PRICE BID FOR CURBS.

THIS FACE MAY BE CONSTRUCTED ON SAME BATTER AS UPPER FACE WHEN CURB IS CONSTRUCTED ADJACENT TO BITUMINOUS PAVEMENT.

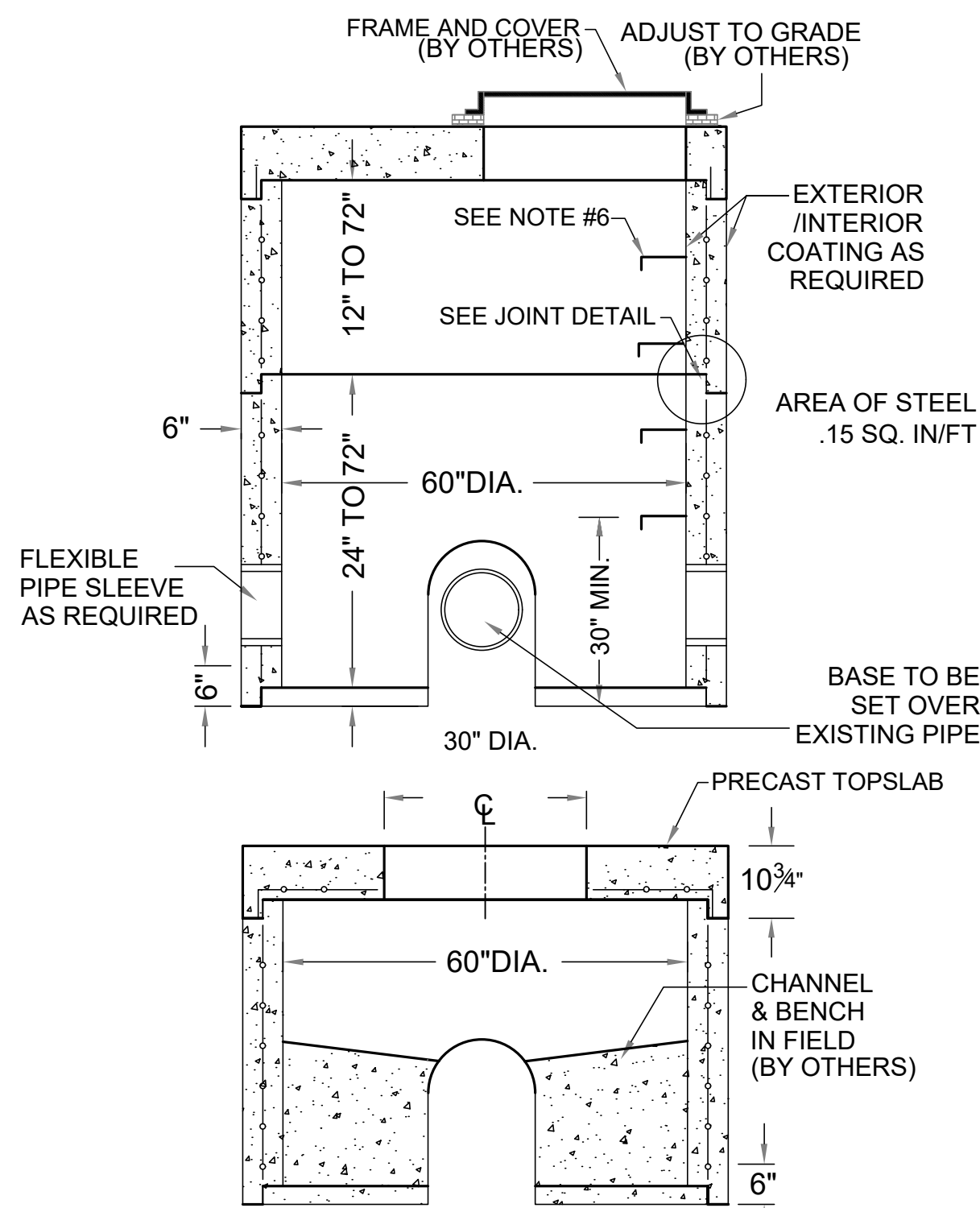
3/4" PREFORMED EXPANSION JOINT FILLER, BITUMINOUS TYPE, TO BE INSTALLED BETWEEN CURB AND CONCRETE PAVEMENT OR CONCRETE BASE COURSE. DEPTH OF JOINT FILLER STRIP EQUAL TO THE THICKNESS OF THE PAVEMENT LESS 1/4".



WHITE CONCRETE VERTICAL CURB DETAIL
N.T.S.

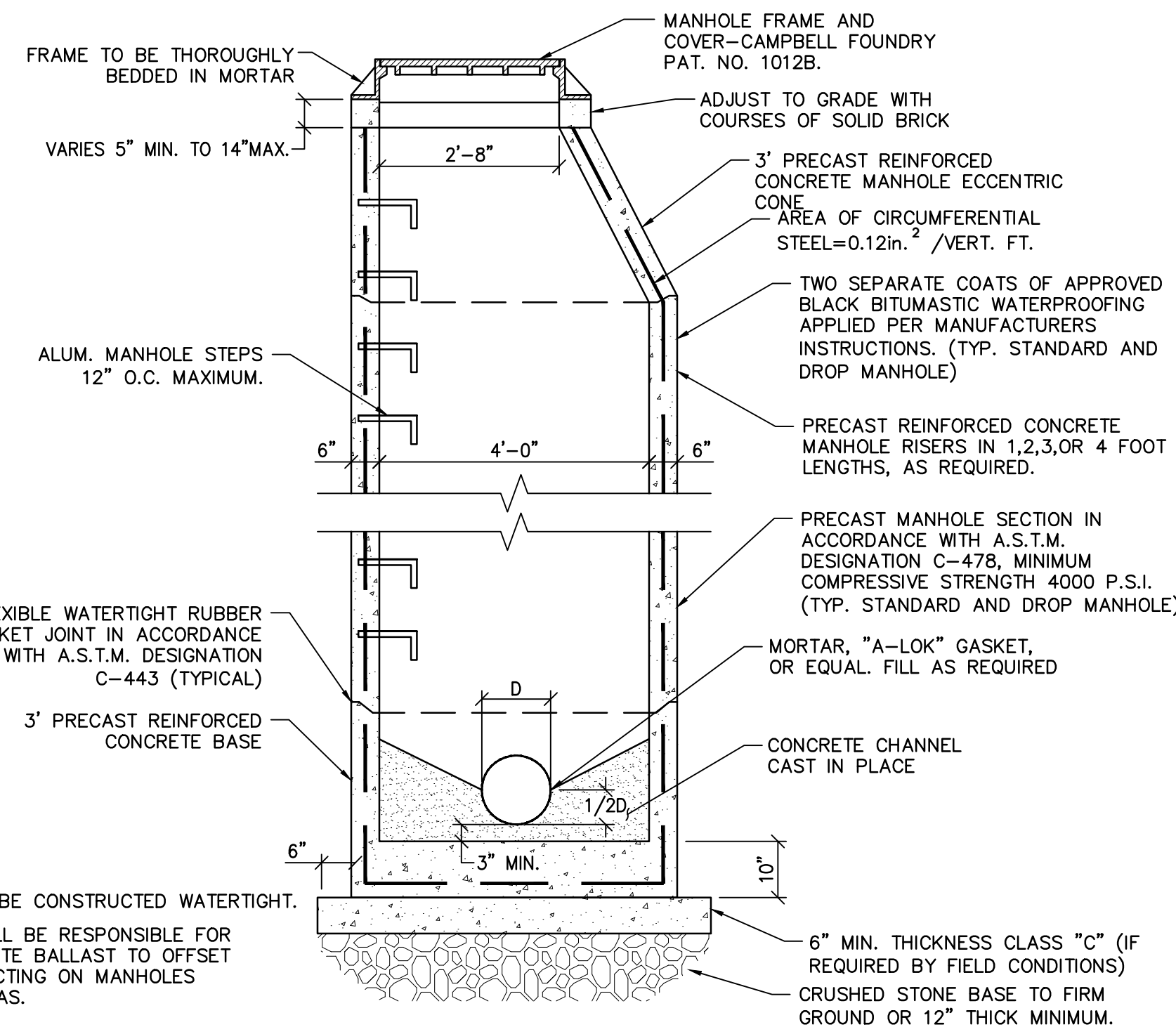


COUNTY ROAD PAVEMENT DETAIL
N.T.S.



60" DOG HOUSE RISER WITH TOP SLAB
N.T.S.

- NOTES:
- 4000 PSI CONCRETE AT 28 DAYS.
 - RISERS, CONES AND SLABS IN ACCORDANCE WITH ASTM C-478, LATEST REVISION.
 - INVERT LOCATION TO WITHIN A TOLERANCE OF +/- 1INCH.
 - ANY DEVIATION FROM THIS DRAWING MUST BE MADE TO RVE IN WRITING PRIOR TO PRODUCTION.
 - STEEL REINFORCED COPOLYMER STEPS AT 12" O.C. STARTING 30" OFF FLOOR.



- ALL MANHOLES SHALL BE CONSTRUCTED WATERTIGHT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTING ADEQUATE BALLAST TO OFFSET FLOATATION FORCES ACTING ON MANHOLES INSTALLED IN WET AREAS.

STANDARD 5'-0" DIAMETER PRECAST MANHOLE
SCALE: NTS



REMINGTON & VERNICK ENGINEERS

ONE HARMON PLAZA, SUITE 600
SECAUCUS, NJ 07094
(201) 624-2137, FAX (201) 624-2136
WEB SITE ADDRESS : WWW.RVE.COM
Certification of Authorization: 24 CA 28003300
~ENGINEERING EXCELLENCE~

DATE:

PAUL D. CRAY
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NO.	REVISION	DATE	BY	CHK
1	30% PLAN UPDATES	10/10/24	MB	CR

CONSTRUCTION DETAILS

TOWN OF GUTTENBERG
RESILIENT COMMUNITIES PROGRAM (RCP)
JFK BLVD EAST FLOOD MITIGATION PROJECT
GUTTENBERG HUDSON COUNTY NEW JERSEY

DRAWN BY	DESIGN BY	CHECKED BY	SCALE
GBS/SC	GBS/SC	GNR	AS NOTED
DATE:	DATE:	SHEET No.:	
08-30-24		4 of 4	
JOB No.:			
09037056.1			

####

APPENDIX D
JFK BLVD EAST FLOOD MITIGATION PROJECT
RCP PROJECT 30% PLAN COST ESTIMATE



REMINGTON
& VERNICK
ENGINEERS

CONSTRUCTION COST ESTIMATE (30% DESIGN)

PROJECT NAME: RESILIENT COMMUNITIES PROGRAM (RCP) JFK BLVD EAST FLOOD MITIGATION PROJECT

PROJECT NUMBER: 0903T056.1

CLIENT: TOWN OF GUTTENBERG

DATE: 11/01/24

PREPARED BY: SL / GBS / GNR / MB

#	DESCRIPTION	UNITS	ESTIMATED QUANTITY	ESTIMATED UNIT PRICE	AMOUNT
1	MOBILIZATION	LS	1	\$25,000.00	\$25,000.00
2	CLEARING SITE	LS	1	\$25,000.00	\$25,000.00
3	MAINTENANCE & PROTECTION OF TRAFFIC	LS	1	\$25,000.00	\$25,000.00
4	POLICE TRAFFIC DIRECTORS	HR	120	\$90.00	\$10,800.00
5	HMA MILLING, 3" OR LESS	SY	516	\$5.00	\$2,580.00
6	DENSE-GRADED AGGREGATE, VARIABLE THICKNESS	CY	779	\$100.00	\$77,900.00
7	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE, 2" THICK	TON	61	\$130.00	\$7,930.00
8	TACK COAT	GAL	16	\$2.00	\$32.00
9	HOT MIX ASPHALT 19 M 64 BASE COURSE, 10" THICK	TON	242	\$130.00	\$31,460.00
10	9" x 18" CONCRETE VERTICAL CURB	LF	209	\$65.00	\$13,585.00
11	CURB PAINT	LF	209	\$1.50	\$313.50
12	RESET PAVERS	SY	93	\$150.00	\$13,950.00
13	INLET, TYPE B	UN	1	\$8,000.00	\$8,000.00
14	INLET, TYPE DOUBLE B1	UN	7	\$12,000.00	\$84,000.00
15	DOGHOUSE MANHOLE 5' DIAMETER	UN	1	\$20,000.00	\$20,000.00
16	MANHOLE 5' DIAMETER	UN	2	\$15,000.00	\$30,000.00
17	18" REINFORCED CONCRETE PIPE, CLASS III	LF	83	\$300.00	\$24,900.00
18	36" REINFORCED CONCRETE PIPE, CLASS III	LF	432	\$550.00	\$237,600.00
19	EXCAVATION, ROCK	CY	509	\$380.00	\$193,420.00
20	EXCAVATION, SOILS	CY	449	\$50.00	\$22,425.00
21	DISPOSAL OF REGULATED MATERIAL	TON	1720	\$40.00	\$68,800.00
22	TRAFFIC STRIPES, 4"	LF	350	\$2.50	\$875.00
23	TRAFFIC STRIPES, 6"	LF	20	\$3.00	\$60.00
24	TRAFFIC STRIPES, 24"	LF	20	\$5.00	\$100.00
25	PRECONSTRUCTION VIDEO	LS	1	\$1,000.00	\$1,000.00
26	TEST PIT (IF & WHERE DIRECTED BY THE ENGINEER)	CY	89	\$200.00	\$17,800.00
27	TREE REMOVAL. OVER 10" TO 15" DIAMETER	UN	3	\$2,000.00	\$6,000.00
28	SMALL DECIDUOUS TREE, 2.5" CALIPER	UN	3	\$1,000.00	\$3,000.00
29	LANDSCAPE BOX	UN	2	\$1,000.00	\$2,000.00

ESTIMATED CONSTRUCTION COST:	\$953,530.50
CONSTRUCTION CONTINGENCIES (15%)	\$143,100.00
CONSTRUCTION COST ESTIMATE TOTAL	\$1,096,630.50

APPENDIX F
GENERAL CONTRACT REQUIREMENTS

TABLE OF CONTENTS
TECHNICAL SPECIFICATIONS

	<u>SECTION NO.</u>	<u>NO. OF PAGES</u>
Scope of Work	SCOPE	2
General Requirements	01000	5
Supplementary Specifications		36

Appendix I: Wage Rates

SCOPE OF WORK

1.01 GENERAL

The work on this project consists of the following:

Installation of new storm sewer pipe run including new inlets and manholes tying into existing 36" CSO outfall pipe via a doghouse manhole as indicated as noted on the Drawings. This new pipe run is to be separate from the Town's CSO system and the proposed doghouse manhole is downstream of the regulator that splits flow between the Woodcliff Sewage Treatment Plant and the CSO Outfall that discharges directly to the Hudson River.

1.02 DESCRIPTION OF WORK

The work for this project includes, but is not necessarily limited to the following major work items:

1. Establishing proper maintenance and protection of traffic. If needed, a detour plan will be set up to close the road temporarily and re-direct traffic around the closure during the normal working hours of weekdays for the Town of Guttenberg in coordination with Hudson County who has jurisdiction of JFK Boulevard East (C.R.693). Detour plans are to be prepared by the Contractor and approved by the Guttenberg Police Department and Hudson County prior to the start of work. It is the intent of this project to open the roadway to normal traffic flow upon completion of the construction activities every day. The contractor is to always allow for local traffic and all emergency vehicles throughout the course of every day.
2. Test pits (If & Where Directed) are included in this contract. Unless otherwise directed by the Engineer, the test pits are to be five feet (5') wide and five feet (5') long and four feet (4') in depth. Additional test pits may be made at the Contractor's discretion to confirm utility locations; however, only test pits as directed by the engineer will be paid under the Contract line item.
3. Saw cutting of the existing roadway along proposed storm sewer alignment. Saw cutting will not be paid for separately, but all costs to be included in the various items of the proposal. The contractor shall sawcut both sides of the trench before commencing excavation.
4. Excavation to the pipe depths is as indicated on the Contract Drawings. Borings were conducted to investigate bedrock depth at various locations and boring data has been provided for bidder reference.
5. Installation of Reinforced Concrete Pipe and associated manhole structures and inlets as indicted on the plans. All costs shall be included in the unit prices bid for the various pipe, manhole, and inlet structures.
6. Unless otherwise directed, existing spoils may not be used as backfill. Dense graded aggregate shall be used, installed in maximum twelve inch (12") thick lifts and compacted with at least two (2) complete passes with a vibratory machine or to the satisfaction of the engineer or their representative. All remaining spoils at the conclusion of the complete trench backfilling will be required to be loaded, hauled and disposed of. The dense graded aggregate is to continue to top of trench and also done as 6" thick subbase under the hot mix asphalt courses.

A six 6" thick layer of #57 stone bedding is to be provided underneath the Reinforced Concrete Pipe. No separate payment will be made for the bedding stone, but all costs are to be included in the unit price bid for various pipe, manhole, and inlet structures.

Pavement restoration is the installation of hot mix asphalt 19 M 64 base course, 10" thick, & hot mix asphalt 9.5 M 64 surface course, 2" thick, placed in separate lifts (maximum 4" thick lifts). No separate payment will be made for having to install the HMA in separate lifts, but all costs are to be included in the unit price bids for "Hot Mix Asphalt 19 M 64 Base Course, 10" Thick" and "Hot Mix Asphalt 9.5 M 64 Surface Course, 2" Thick."

After a 30-45 day trench settlement period, Contractor shall mill 2" of base course and install 2" of hot mix asphalt 9.5 M 64 surface course. Milling shall be 12" beyond trench on all sides, and tack coat shall be applied to all surfaces prior to surface course installation.

The contractor shall consult with the Engineer and County regarding timing of County's Boulevard East project with regard to eventual surface course. It is possible the surface course pay item will not be constructed in this contract.

7. All related incidental work, including dust control, resetting pavers, and cleaning and restoration.
8. The contractor is responsible for determining the location of all utilities and to schedule all work involved with utilities. Any cost related to this coordination shall be included in the various items in the proposal.
- 1.03 The contractor is to provide the proper number of 1" steel plates to cover over all excavation area not brought up to finish grade every afternoon prior to leaving the site. The plates are to be properly spiked into the existing roadway to not move during all non-working hours. It is the intent to open the roadway to normal traffic upon completion of every day's construction activity. No separate payment will be made for the use of steel plates, all costs shall be included in bid prices for various items scheduled in the proposal.
- 1.04 The above Scope of Work outlines the general items and shall not be construed as being all-inclusive.
- 1.05 The plans entitled **RESILIENT COMMUNITIES PROGRAM (RCP) JFK BLVD EAST FLOOD MITIGATION PROJECT** are appended hereto and made part of the Bid Documents.

END OF SCOPE OF WORK

SECTION 01000
GENERAL REQUIREMENTS

1.01 GENERAL

- A. Only major items of work are given in the Bid Form, but it is the intent of the specifications to secure a completely interconnected and functionable system, and if any workmanship or materials be required which are obviously necessary to carry out the full intent and meaning of the plans and specifications or to be reasonably inferred therefrom, the cost of such workmanship or materials shall be included in the unit price for the major items of work.
- B. Where construction is being performed in traveled roadways, Contractor is to provide necessary traffic control and devices in accordance with the Current Manual on Uniform Control Devices.
- C. Contractor shall notify all utility companies prior to construction of the work under this contract including the utility "Call Before You Dig" requirement at 1-800-272-1000 for any excavation or asphalt paving work under the contract.
- D. Prior to any excavation, the Contractor shall have all utilities marked, and shall excavate or otherwise determine the exact location and elevations of said utilities. The Contractor shall notify the Engineer of any conflicts. The Contractor shall arrange for any necessary utility relocations or plan changes and shall reschedule his operations appropriately.
- E. The contractor, in the construction of any project, shall not stockpile materials or his equipment on any private property; except areas designated by the plans or as directed by the Engineer. If so required, the Engineer may direct the Contractor to have his equipment removed from any project during weekend hours.
- F. All work of refilling sunken ditches, repaving over trenches and keeping streets and sidewalks in passable condition shall be done to the satisfaction of the owner during the construction of the above work as well as during the maintenance period. If any work is not done within five (5) days after written notice is given by the Engineer, the work may be done by the Owner and charged to the Contractor.
- G. Special care shall be taken to prevent contamination, siltation, or interfering in any way with the stream flows or ponds along the line of work. No waste matter of any kind will be allowed to discharge into the stream flows or impounded water or any ponds or other bodies of water.
- H. The contractor is hereby advised that Public Law 1975, Chapter 251, as amended by P.L. 1979, Chapter 459 is applicable to this project.
- I. It is the intent of the current standards for Soil Erosion and Sediment Control to insure that proper measures for erosion control are employed and provide for the early establishment of vegetation that will help avoid erosion problems during and after construction. It is expected that the contractor will anticipate possible problems and provide timely and adequate control to prevent or minimize adverse effect.
- J. The contractor shall apply for and pay for all permits that may be required for any of the work involved with this project. Municipalities or Authorities having an interest or jurisdiction on this project are: Borough of Fairview.

- K. Contractor is to notify residents by door-hangers at least forty-eight (48) hours in advance before starting construction work.
- L. All notes on plans shall be made a part of the specifications.
- M. Contractor shall notify Engineer at least forty-eight (48) hours in advance of any work on Saturdays. There will be no work permitted on Sundays or holidays. This project will receive inspections and the normal working hours for the Inspector are from 8:00 AM to 4:30 PM, Monday through Friday. Any overtime inspection costs which are avoidable will be reimbursed by the contractor.
- N. During the construction of the project, travel lanes shall remain open at all times.
- O. Contractor shall take extreme care in the placement of the asphaltic tack coat so as to not make it visible on the concrete curb. It shall be the contractor's responsibility to keep the concrete curb clean of this oil.

1.02 PUBLIC UTILITIES

- A. The bidder is advised to ascertain for himself all the facts concerning the location of existing utilities.
- B. The contractor shall cooperate with the utility owners in the adjustment of their facilities and shall notify the utility owners not less than ten (10) days in advance of the time he proposes to perform any work that will endanger or affect their facilities.
- C. The Contractor shall permit the owners of utilities, or their agents access to the site of the work at all times in order to relocate, construct or protect their lines and he shall cooperate with them in performing this work.
- D. Separate payments will not be made for the coordination and cooperation of the contractor with the utility companies, nor for the protection or replacement of utilities as specified hereinbefore and the bidder shall include all such costs in the prices bid for the various scheduled items in the Bid Form.

1.03 PRE-CONSTRUCTION PHOTOGRAPHS

- A. The Contractor shall, at no extra cost, take DVD or digital photographs of the site prior to the commencement of construction. The DVD or photograph record shall accurately depict the existing preconstruction condition of all curbs, sidewalks, driveways, fences, lawns, landscaped areas, mailboxes, street furniture and all other appurtenances within, or outside a 25 foot radius of the limits of the construction of the project. One (1) copy of the CD photograph record or DVD shall be provided to the Engineer. The date of all disks, as well as identification as to the location which the records depict, must be provided.

1.04 MAINTENANCE & PROTECTION OF TRAFFIC

- A. The contractor shall erect or place and maintain in good condition, barricades, warning signs, lights, rubber traffic cones, and other warning and danger signals and devices, appropriate and adequate for the specific needs and subject to the Engineer's approval at working sites, closed roads, intersections, open excavations, locations of material storage, standing equipment and other obstructions, at points where the usable traffic width of the road is reduced, and at points where traffic is deflected from its vehicular or pedestrian traffic.
- B. The contractor shall provide sufficient watchmen and traffic directors and shall take all other precautions including any that may be ordered by the Engineer, which are necessary for the safety of the public and protection of the work.
- C. The contractor shall obtain the approval and consent of all appropriate authorities having jurisdiction, for any detours which may be required. The contractor shall make all necessary arrangements with such authorities regarding the establishment, maintenance and repair of such detours, the regulations and direction of traffic thereon, and the installation and maintenance of sign and traffic devices.
- D. Before beginning work on any phase of the project, the contractor shall furnish and install all specified warning signals, barricades, wood traffic guides, lights and other devices necessary, in the opinion of the Engineer, to protect the public during that phase of his operations.
- E. Road construction signs shall be placed at each end of the project along the road for the work along the public road.
- F. During the work on this project, the contractor shall provide and/or be prepared to provide traffic protection devices in accordance with Part VI "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS," Current Edition. The minimum numbers set forth in the Manual shall be on hand at each separate project site prior to the commencement of any work (or phase of work) and shall be maintained available on the project site throughout the period of the project (or phase). Failure to provide and maintain the minimum number of devices specified in the Manual shall be sufficient cause for the Engineer to order cessation of the work. When lack of any required safety devices presents an immediate hazard, the engineer may order that such devices be provided by the Owner or by other contractors, deducting the cost thereof from any monies due or becoming due the contractor.
- G. Additional devices up to the maximum number set forth in the Manual shall be provided by the contractor as required or directed prior to the commencement of any operation or phase of an operation requiring such devices.
- H. Traffic directors (flagmen) shall be provided whenever alternate two-way traffic is maintained in a single lane, whenever contractor's operations require closing of a lane or portion of a lane on a multiple lane roadway, whenever the contractor's equipment or vehicles are entering or leaving active roadways at other than normal street intersections, whenever a contractor's operations will be contrary to or cause confusion regarding normal traffic control devices (traffic signals, signs, etc.) within a work area and whenever else, in the opinion of the Engineer, the contractor's operations cause such hazards as to require the use of Traffic Directors.

- I. Traffic Directors shall be responsible and thoroughly familiar with their responsibilities, and while serving as Traffic Directors, shall not be required to perform any other duties. Traffic Directors shall be provided with an orange or red flag, an orange or orange and white traffic safety vest or orange hard hat or other appropriate head gear.
- J. Traffic must be maintained throughout each separate work area during construction. At least one 12' lane must be maintained for traffic during all actual construction periods and at least two 10' lanes must be maintained for traffic at all other times.
- K. The contractor is advised that there is heavy commuter traffic during the morning from 7:30 AM to 9:00 AM and the afternoon from 4:00 PM to 5:30 PM. The contractor shall schedule his construction activity such that he does not interfere with or restrict traffic during the above peak hours.
- L. Construction shall be so staged to maintain at least one lane for traffic in each direction throughout each separate work area during the morning, 7:30 AM to 9:00 AM, and the afternoon, 4:00 PM to 5:30 PM weekday periods of peak traffic.
- M. Any restriction of traffic at any time shall be subject to the review of the Engineer and the Police Department having jurisdiction in the work area. The contractor shall submit a schedule of staged construction for review prior to any restriction of traffic.
- N. If detours are proposed by the Contractor, they are to be submitted to the Engineer for review and approval by the Police Department having jurisdiction in the work area and any other agency having jurisdiction of the roadway that will be detoured or roadway that will be used as a detour.
- O. All detour signs shall conform to the requirements for Traffic Control Devices.
- P. Temporary traffic stripes will be necessary to control and guide traffic through individual work areas. The contractor shall submit a scheme for review by the Engineer of all temporary traffic stripes prior to removal of any existing traffic stripes.
- Q. Construction of proposed utilities across existing roadways shall be so staged to maintain one lane in each direction. Trenches shall not remain open overnight.
- R. The contractor shall provide adequate means of access for fire, police and emergency vehicles throughout the length of the project.

1.05 TEMPORARY PAVING FOR ALL TRENCHES

- A. Description - 2" thick temporary paving shall be in accordance with the plans and specifications and to the prescribed lines and grades. Temporary paving replacement shall include necessary excavation.
- B. Materials - Materials shall conform to the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction 2019 and/or as amended by these contract specifications.

- C. Contractor shall submit to Engineer, in triplicate, reports on materials used, attesting to the fact that said materials conform with these specifications of the State of New Jersey Department of Transportation and the Engineer.
- D. Method of Construction - Unless shown or specified otherwise, the trenches or other excavation, after backfilling, shall be covered with 2" thick temporary paving in passable condition suitable for normal use. The cost of such temporary paving and maintenance shall be included in the contract price for all items.

1.06 REFERENCE TO THE STANDARD SPECIFICATIONS

- A. Portions of the work performed under this contract shall comply with the requirements of the State of New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction 2019, and all requirements modified, as amended or supplemented and whose specifications are made part of these specifications. The New Jersey Department of Transportation Standard Construction Details shall govern except insofar as same are modified, amended or changed in detail drawings prepared specifically for this particular project.
- B. The Standard Specifications are made part of these specifications by this reference as if they were set forth in full. It is the responsibility of the prospective bidder to be familiar with these Standard Specifications. Copies may be examined in the Engineer's office or may be purchased from the New Jersey Department of Transportation, 1035 Parkway Avenue, Trenton, New Jersey, 08625.

1.07 DUST CONTROL

The contractor will be required to maintain all excavations, embankments, stockpiles, haul roads, permanent access roads, plant sites, waste areas, borrow areas, and all other work areas within or outside the project boundaries free from dust which would cause a hazard or nuisance to others. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment or similar methods will be permitted to control dust. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the contractor must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs. If any dust control is not done within twenty-four (24) hours after written notice is given by the Engineer, the work may be done by the Owner and charged to the Contractor. Costs for dust control shall be included in the prices bid for the various items in the bid form.

1.08 QUANTITY AND PAYMENT

Unless otherwise provided for in these contract specifications, no separate payment will be made for work associated with this section and all costs shall be included in the various items of the bid proposal.

END OF SECTION

**SUPPLEMENTARY SPECIFICATIONS
FOR
STATE AID PROJECTS**

FOR THE

**RESILIENT COMMUNITY PROGRAM (RCP)
BLVD EAST DRAINAGE IMPROVEMENTS**

COUNTY OF HUDSON

AUTHORIZATION OF CONTRACT

The contract for this project is authorized by the provisions of local public contracts law, NJSA 40A: 11-1 et seq.

SPECIFICATIONS TO BE USED

The electronic version of the 2019 Standard Specifications for Road and Bridge Construction, effective September 1, 2019 as referenced in Baseline Document Change announcement BDC19S-01 of the New Jersey Department of Transportation and as amended herein, shall govern the construction of this project.

WAGE RATES

The contractor shall pay the minimum wage rates determined by the New Jersey Department of Labor.

State wage rates may be obtained from the New Jersey Department of Labor (Telephone: 609-292-2259) or by accessing the Department of Labor's web site at:

http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html. The State wage rates in effect at the time of award will be made a part of this Contract, pursuant to Chapter 150, Laws of 1963 (NJSA 34:11-56.25, *et seq.*).

In the event it is found that any employee of the contractor or any subcontractor covered by the contract, has been paid a rate of wages less than the minimum wage required to be paid by the contract, the contracting agency may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work, as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the contracting agency for any excess costs occasioned thereby.

GENERAL

All awards shall be made subject to the approval of the New Jersey Department of Transportation. No construction shall start before approval of said award by the New Jersey Department of Transportation. Prior to the start of construction the contractor must submit a Material Questionnaire (SA-11) listing all sources of materials. Any materials used on the project from a non-approved New Jersey Department of Transportation source will be considered non-participating. The contractor is also notified that the District Office, Division of Local Aid and Economic Development must be notified of the construction commencement date at least three (3) calendar days prior to the start of construction.

Award of contract and subletting will not be permitted to, materials will not be permitted from, and use of equipment will not be permitted that is owned and/or operated by, firms and individuals included in the report of suspensions, debarments and disqualifications of firms and individuals as maintained by the Department of the Treasury, General Services Administration, CN-039, Trenton NJ 08625 (609-292-5400).

Payment for a pay item in the proposal includes all the compensation that will be made for the work of that item as described in the contract documents unless the "basis of payment" clause provides that certain work essential to that item will be paid for under another pay item.

Whenever any section, subsection, subpart or subheading is amended by such terms as changed to, deleted or added it is construed to mean that it amends that section, subsection, subpart or subheading of the 2019 Standard Specifications unless otherwise noted.

Whenever reference to page number is made, it is construed to refer to the 2019 Standard Specifications unless otherwise noted.

Henceforth in this supplementary specification whenever reference to the State, Department, ME, RE or Inspector is made, it is construed to mean the particular municipality or county executing this contract.

Whenever reference to Title 27 is made, it is construed to mean Title 40.

SECTION 100 - GENERAL PROVISIONS

The following sections of the standard specifications are deleted:

SECTION 101 - GENERAL INFORMATION

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

SECTION 104 - SCOPE OF WORK

SECTION 105 - CONTROL OF WORK

SECTION 106 - CONTROL OF MATERIAL

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

SECTION 109 - MEASUREMENT AND PAYMENT

These sections of the standard specifications are changed to the requirements of the contracting agency contained here in these contract construction specifications document.

SECTION 108 – PROSECUTION AND COMPLETION

This section has been deleted and add the following.

108.07 TRAFFIC CONTROL

108.07.01 Interference

Do not occupy a lane, shoulder, median, or sidewalk area adjacent to traffic with equipment, material, personnel, or employee vehicles without the RE's approval.

Schedule and perform the Work so that successive construction operations and lane or roadway openings follow preceding operations as closely as possible. Confine construction operations adjacent to traffic to one side of the roadway at a time unless otherwise specified by the Contract. Where the Work is performed in stages adjacent to traffic, ensure that the road opened to traffic adequately accommodates traffic. Do not interfere with existing traffic access, except when required to perform the Work or as approved by the RE.

Do not work above vehicular or pedestrian traffic, except as specified in the Contract. Where construction interferes with existing pedestrian access, provide temporary pedestrian access as directed by the RE. Where necessary, install and maintain temporary sidewalks and curb ramps. Remove temporary access measures when no longer required.

Provide temporary approaches to maintain traffic access to private and public property as directed by the RE. When the work interferes with property owners' normal passage, provide written notice to the RE and the property owners at least 3 days before beginning work.

The RE has the right to reject or rescind approval of lane or shoulder closures because of the following:

1. Weather conditions.
2. The closure is unnecessary to perform the work.
3. Emergency conditions either on or off the Project that result in an unacceptable impact to the traveling public.

The Department will only make payment for delays or costs arising from the RE's rejecting or rescinding of lane or shoulder closure resulting from emergency conditions.

If the Work is stopped for more than 7 days or if the Work is suspended, restore excavated areas within or adjacent to the traveled way as directed by the RE.

DIVISION 150 - CONTRACT REQUIREMENTS

The following sections of the standard specifications are deleted:

SECTION 151 - PERFORMANCE BOND AND PAYMENT BOND

SECTION 152 - INSURANCE

SECTION 153 - PROGRESS SCHEDULE

SECTION 155 - CONSTRUCTION FIELD OFFICE

SECTION 156 - MATERIALS FIELD LABORATORY

SECTION 157 - CONSTRUCTION LAYOUT AND MONUMENTS

These sections of the standard specifications are changed to the requirements of the contracting agency contained here in these contract construction specifications.

SECTION 159 - TRAFFIC CONTROL

159.02.01 Materials

THE FIRST ITEM IS CHANGED TO:

Tack Coat 64-22902.01.01

159.03.01 Traffic Control Coordinator

THE FIRST PARAGRAPH BEFORE THE LIST IS CHANGED TO:

Before starting Work, submit to the RE the name, training, work experience, and contact information of an employee assigned as the on-site Traffic Control Coordinator (TCC). The TCC must be certified as having successfully completed the Rutgers CAIT Traffic Control Coordinator Program, or an equivalent course as approved by the NJDOT Office of Capital Project Safety. The TCC must also successfully complete an approved Traffic Coordinator refresher course every 2 years. The TCC is a full-time position and the employee designated as TCC must be available on a 24 hour a day, 7 days a week basis. The TCC shall have the responsibility for and authority to implement and maintain all traffic operations for the Project on behalf of the Contractor. Ensure that the TCC is present at the work site at all times while the Work is in progress. The TCC's responsibilities and duties shall include the following:

159.03.02 Traffic Control Devices

THE FIRST PARAGRAPH IS CHANGED TO:

Ensure that FHWA category 1, 2, 3, and 4 traffic control devices (TCDs) conform to the requirements of the 2016 Edition of the Manual for Assessing Safety Hardware (MASH), except that TCDs manufactured on or before December 31, 2019 must have been purchased by the Contractor on or before December 31, 2019, and conform to the requirements of NCHRP 350, MASH 2009, or MASH 2016. Provide each device's applicable MASH 2016, MASH 2009, or NCHRP 350 test results and FHWA Eligibility letter, if issued by the FHWA, to the RE. Provide the RE with the purchase date certification for devices not meeting the MASH 2016 requirements upon delivery to the site. Ensure that traffic control devices meet or exceed an acceptable condition as described in the ATSSA guide Quality Standards for Work Zone Traffic Control Devices. Traffic control devices need not be new but must be in good condition. Provide traffic control devices according to MUTCD.

PART 6 IS CHANGED TO:

6. **Traffic Control Truck with Mounted Crash Cushions.** Provide the RE with a copy of the crash cushion manufacturer's recommendations. Provide the RE a certified weigh ticket of the Traffic Control Truck with arrow board and mounted Crash Cushion. Position the traffic control truck to ensure that there is adequate stopping distance after impact and to prevent errant vehicles from traveling around the truck and endangering workers. When used in a fixed position, place manual transmission vehicles in second gear and place automatic transmission vehicles in park. Ensure that the parking brake is set and the wheels are set straight. Do not use traffic control trucks in place of other temporary impact attenuators for more than 24 hours. Relocate the traffic control truck as specified by the TCP, or as directed by the RE. Do not use the truck to carry additional equipment, materials, or debris. When using ballast, ensure that it is secured to the truck. Submit drawings to the RE detailing the manner of securing the ballast, signed and sealed by a Professional Engineer, certifying that it is capable of withstanding the impact forces for which the impact attenuator is rated.

159.03.08 Traffic Direction

A. Flagger

PART A IS CHANGED TO:

Provide a flagger that has received formal training in flagging operations and the proper use of the STOP/SLOW paddle. The flagger must be able to demonstrate the abilities indicated in the current MUTCD and, when requested, demonstrate competency to the RE. Immediately replace flaggers who fail to demonstrate competency with a competent flagger. Ensure that flaggers wear a 360 degree high-visibility retroreflective orange safety garment meeting ANSI/ISEA Class 3, Level 2 standards. Ensure that the flagger is equipped with a STOP/SLOW paddle and follows MUTCD flagging procedures.

B. Police

This section is deleted and the following is added:

Police providing traffic safety services shall be Town of Guttenberg police officers. Police officers will be required as deemed necessary by the Town of Guttenberg Police Department. Contractor shall notify the Town of Guttenberg Police Department of scheduled work and the Police Department will determine the need to have police presence on the site.

159.04 MEASUREMENT AND PAYMENT

The list of pay items is deleted and the following is added:

<i>Item</i>	<i>Pay Unit</i>
MAINTENANCE AND PROTECTION OF TRAFFIC	LUMP SUM
POLICE TRAFFIC DIRECTORS	HOUR

The paragraphs after the list of pay items are deleted and the following is added:

Payment for traffic control devices on a lump-sum basis will be made at 50 percent of the contract bid price upon delivery, placement and approval with the balance prorated over the duration of the contract.

SECTION 161 – FINAL CLEANUP

This section is removed and replaced with the following:

161.01 DESCRIPTION

161.01.01 Cleaning and Restoration

- A.** Contractor shall provide all equipment, labor and materials required to clean and restore the site to at least the existing condition.
- B.** Maintain premises and public properties free from accumulations of waste, debris and rubbish caused by work operations.
- C.** At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials; clean all sight exposed surfaces; leave project clean and ready for occupancy.
- D.** At completion of project, restore and replace, when and as directed by the Engineer, any public or private property disturbed or damaged by Contractor's work operations to a condition at least equal to that existing prior to beginning work, or as otherwise specified. Materials, equipment and methods shall be approved by the Engineer.

161.02 MATERIALS

161.02.01 Cleaning and Restoration

- A.** For restorations, use the following materials. All materials shall comply with the following Articles of the New Jersey Department of Transportation Standard Specifications latest revisions and these specifications.
- B.** Grass restorations: See Section 806 "Fertilizing and Seeding" and Section 808 "Sodding."
- C.** Pavement restorations: See Section 401 "Hot Mix Asphalt (HMA) courses."
- D.** Restoration of curbs and other concrete structures:
 - 1.** Concrete:
 - a.** Shall conform to Section 903.
 - b.** Compressive Strength: 4,000 psi at 28 days.
 - c.** Air-entrained.
 - 2.** Joint Fillers: Section 914.01, preformed expansion joint filler.
 - 3.** Curing Compound: Section 903.10.
 - 4.** Roof Drains: Any damaged drains located within the curb shall be restored.
- E.** All Other Materials: As approved by the Engineer or authorities as jurisdiction.

161.03 PROCEDURES

161.03.01 Cleaning and Restoration

A. Requirements of regulatory agencies:

All excess material shall be removed from the site and disposed of by the Contractor at his expense. Cost to be included in the unit price bid for all items. The disposal site shall be in permanently established licensed OSWA (Office of Solid Waste Administration, New Jersey Department of Environmental Protection) landfills.

B. Cleaning during construction:

Provide periodic cleaning to keep the work, the site, and adjacent properties free from accumulations of waste materials, rubbish and windblown debris resulting from construction operations.

Provide on-site containers for the collection of waste materials, debris and rubbish. Maintain containers as required.

C. The Contractor will be required to maintain all excavations, embankments, stockpiles, haul roads, permanent access roads, plant sites, waste areas, borrow areas, and all other work areas within or outside the project boundaries free from dust which would cause a hazard or nuisance to others. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment or similar methods will be permitted to control dust. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the Contractor must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs. If any dust control is not done within twenty-four (24) hours after written notice is given by the Engineer, the work may be done by the Owner and charged to the Contractor.

161.03.01.01 Methods of Construction

A. General: All existing structures, unpaved areas and paved areas disturbed or damaged during the work under this contract shall be restored or replaced to a condition at least equal to that existing prior to the beginning work, or as otherwise specified. The methods of conducting this work shall, as a minimum, conform to the following Articles of the New Jersey Department of Transportation Standard Specifications, latest revision.

B. Grass Restorations:

See Section 806 "Fertilizing and Seeding" and Section 808 "Sodding."

C. Pavement Restorations:

The method of construction employed shall conform to the requirements set forth in Section 301, 304 and 401 of the Standard Specifications as applicable to the type of material being utilized.

Restoration type and thickness shall be as shown on the contract drawings.

D. Restorations of curbs and other concrete structures:

1. Curbs: Section 607

2. Other concrete structures: Restore in accordance with applicable Articles of the Standard Specifications.

E. All Other Restorations:

Restore in accordance with applicable Articles of the Standard Specifications, or as approved by the Engineer or authorities having jurisdiction.

161.04 MEASUREMENT AND PAYMENT

161.04.01 Cleaning and Restoration

- A. All costs for Cleaning and Restorations shall be included in prices bid for various items scheduled in the Proposal.

DIVISION 200 - EARTHWORK

SECTION 201 - CLEARING SITE

201.03.01 Clearing Site

Remove trees and branches within 15 feet of the end of PSE&G pole cross arms. If the resulting tree is rendered hazardous, then remove the entire tree according to Section 802.

PART A IS CHANGED TO:

A. Preparation. Construct SESC measures, as specified in 158.03.02, before clearing site.

THE FIRST PARAGRAPH IN PART B IS CHANGED TO:

B. Clearing and Grubbing. Before beginning excavation or embankment construction, clear the site within the limits of construction. Clear the ground surface of vegetation (trees of various caliper, brush, weeds, roots, matted leaves), small structures not shown on the Plans for demolition, debris, and other objectionable material where its existing position conflicts with the limits of construction. In cut sections, grub out tree stumps within the limits of the total cut area. In fill sections, the Contractor may leave tree stumps extending less than 1 foot above the original ground surface in those areas where the proposed subgrade, or proposed finished grade in non-pavement sections, is greater than 3 1/2 feet above the original ground surface. Grub out tree stumps that lie within 5 feet horizontally or vertically from any proposed structure, pipe, or duct.

201.04 MEASUREMENT AND PAYMENT

The following is added:

Payment for the item "Clearing Site" in excess of \$5,000.00 will not be made until completion of the project.

SECTION 202 – EXCAVATION

202.03 CONSTRUCTION

202.03.01 Stripping

THE SECOND PARAGRAPH IS CHANGED TO:

Strip vegetation and underlying soil to a depth of 4 to 6 inches below the existing ground surface. Confirm the thickness of stripping with the RE based on field conditions. Temporarily store in stockpiles, as specified in 202.03.03.B, stripped material including excess that is determined suitable for the future use of the Department. The Department will sample and analyze stripped material in stockpiles to determine suitability for use as topsoil. Reuse or dispose of unsuitable stripped material as specified in 202.03.03.C.

202.04 MEASUREMENT AND PAYMENT

The Department will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
EXCAVATION, ROCK	CUBIC YARD
EXCAVATION, SOILS	CUBIC YARD

This section is deleted and the following is added:

All Excavation work associated with this project shall be included as part of the bid item for the applicable work. Excavation for work associated with replacement of sanitary and storm sewer pipe shall be included in the bid price for sanitary or storm sewer of the various sizes. Excavation for work associated with all concrete curb, sidewalk, header curb, and aprons shall be included in the bid price of said items. Excavation for work associated with Hot Mix Asphalt Pavement Repair shall be included in that bid item including excavation associated with Hot Mix Asphalt Pavement Repair in front of newly constructed concrete curb. Handling and disposal of all excavated material shall also be included in the various items of the bid.

DIVISION 300 – SUBBASE AND BASE COURSES

302.04 MEASUREMENT AND PAYMENT

This section is deleted and the following is added:

Payment for furnishing, placing and compacting Dense Graded Aggregate as indicated on the plans for other items to be part of the bid item for said item.

DIVISION 400 - SURFACE COURSES

SECTION 401 - HOT MIX ASPHALT (HMA) COURSES

401.02.01 Materials

THE FIRST ITEM IS CHANGED TO:

Tack Coat 64-22, PG 64S-22902.01.01

401.03.01 Milling

A. HMA Milling.

Stage	Max. Time Interval Allowed
From Milling to Paving	72 Hours

401.03.03 HMA Pavement Repair

THE TITLE AND ENTIRE SUBSECTION IS CHANGED TO:

401.03.03 HMA Repair

- A. **HMA Pavement Repair.** Arrange a project site meeting with the RE to establish the limits of HMA pavement repair. Additional repairs, not delineated on the Plans or by the RE during the project site meeting, may be required if the need is established by the RE.

If potholes are discovered, notify the RE immediately. The RE may immediately direct repairs of small areas. The RE may require further evaluation of a large area to determine the need for additional milling and paving.

Perform HMA repairs as a separate operation before milling, paving, and other surface treatments. The Contractor may request approval of the RE to perform the repair work as one operation with the paving or surface treatment.

HMA repairs may be performed on full depth HMA pavement or on composite pavement (HMA over concrete pavement). For full depth HMA pavement, sawcut existing HMA pavement to a depth of 12 inches. For composite pavement, sawcut existing HMA to a depth of 12 inches or up to the top of concrete, whichever is less. Sawcut lines parallel and perpendicular to the roadway baseline and 3 inches away, at the closest point, from the damaged area to be repaired.

Remove damaged and loose material within the boundary of the sawcuts to form rectangular openings with vertical sides to a depth of 12 inches for HMA pavement, or to the top of concrete for composite pavement. A milling machine may be used to remove damaged pavement to form the repair areas if approved by the RE.

After the existing damaged HMA and loose material has been removed, the RE will examine underlying material to determine its condition.

If the base of the repair area is unbound material, then shape and compact the unbound material to produce a firm and level base.

If water exists in the area, remove the underlying material to the depth as directed by the RE. Place geotextile, then place and compact coarse aggregate to required grade to provide for a minimum 12 inch thick HMA pavement repair. Compact coarse aggregate as specified in 203.03.02.B.3.

If the base of the repair is HMA or concrete pavement, then ensure that the remaining pavement is cleaned and dry prior to applying tack coat.

Apply tack coat at an application rate of 0.15 gallons per square yard to the vertical surfaces and base of the opening. Spread and grade HMA surface course mix in the opening as specified for the roadway surface or a HMA surface course mix approved by the RE. Ensure that the temperature of the HMA when placed is at least 250 °F, and compact as specified in 401.03.07.F. Compact areas not accessible to rollers with a flat face compactor. Compact until the top of the patch is flush with, or 1/8 inch higher than, the adjacent pavement surface.

Reuse removed material as specified in 202.03.03.C.1.

- B. HMA Longitudinal Joint Repair.** Arrange a project site meeting with the RE to establish the limits of HMA longitudinal repair areas. Additional repairs, not delineated on the Plans or by the RE during the project site meeting, may be required if the need is established by the RE.

Mill 2 feet wide, unless directed otherwise by the RE, centered over the HMA longitudinal joint, rumble strip, longitudinal distress areas or any combination of the three, as shown on the Plans and as directed by the RE. Mill to a minimum 2 inches in depth, or as required to remove the damaged pavement. For distress areas wider than 4 feet, the RE may direct the use of HMA pavement repair as specified in 401.03.03.A.

Clean the milled area as specified in 401.03.01.A. Obtain RE approval of the repair area before proceeding with the repair.

Apply polymerized joint adhesive to the vertical surfaces of the repair area as specified in 401.03.04. Apply tack coat as specified in 401.03.05 at an application rate of 0.15 gallons per square yard to the bottom surface of the repair area. Obtain RE approval of the repair area before proceeding with the repair. Spread and grade Hot Mix Asphalt 9.5M64 Surface Course in the repair area as specified in 401.03.07.E. Ensure that the temperature of the HMA when placed and compacted is at least 250 °F. Compact as specified in 401.03.07.F, ensuring that the top of the compacted HMA is flush with, or not greater than 1/8 inch higher than, the adjacent pavement surface.

Reuse removed material as specified in 202.03.03.C.1.

401.03.07 HMA Courses

A. Paving Plan.

PART (4) IS CHANGED TO:

4. Lighting plan for night operations as specified in 108.06.

C. Test Strip

REPLACE THE FIRST PARAGRAPH OF THIS SECTION WITH THE FOLLOWING:

Test Strip. Construct a test strip for each HMA mix for contracts with more than a total of 5,500 tons of HMA. For HMA HIGH RAP, construct the test strip at least 14 days prior to production. Test strips are not necessary for temporary pavement. Ensure that the tack coat or prime coat has been placed as specified in [401.03.05](#) and [401.03.06](#), before placing HMA. Transport and deliver, spread and grade, and compact as specified in [401.03.07.D](#), [401.03.07.E](#), and [401.03.07.F](#), respectively, and according to the approved paving plan. Construct a test strip for the first 700 to 1,200 square yards placed for each job mix formula. If the paving lot area is less than 700 square yards, the District Local Aid Office may waive the coring requirements. While constructing the test strip, record the following information and submit to the RE:

D. Transportation and Delivery of HMA.

THE SECOND SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Do not allow trucks to leave the plant within 1 hour of sunset unless lighting for night operations is provided as specified in 108.06.

I. Thickness Requirements

This subsection is deleted. In no instance will a compacted average thickness of less than 1.25 inches be acceptable.

J. Ride Quality Requirements.

4. Quality Acceptance.

a. Pay Adjustment.

THE FOLLOWING IS ADDED:

Table 401.03.07-7A Exclusions for Resurfacing or Reconstruction		
Roadway	Lane Number	Exclusions

Lane designation is by increasing numbers from left to right in the direction of traffic with left lane being Lane 1.

FOLLOWING TABLE IS ADDED

Table 401.03.07-7B Minimum Value of P	
Surface Course Mix	P

401.03.08 Core Samples

THE FOLLOWING IS ADDED AFTER THE FOURTH PARAGRAPH:

For shear strength cores, mark the direction of traffic on the roadway surface before coring so that it can be identified on each core. Drill cores for the full depth of the bound portion of the pavement structure. Take care to avoid stress and damage to the interface during coring, handling, and transporting. If a core separates at the interface of interest during the coring operation, make note of it on the coring report.

THE FOLLOWING SECTION IS BEING ADDED:

401.03.04 Sawcutting and Sealing of Joints in HMA Overlays

Before paving over concrete pavement, identify joint locations and maintain references throughout paving operations. Ensure that the HMA overlay is sawcut directly over the existing concrete pavement joints. Make sawcuts between 1 and 5 days after placement of the overlay.

Existing transverse joints that are offset at the longitudinal joint by more than 1 inch, measured between the centers of the joints, require separate sawcuts terminating at the longitudinal joint. For full-depth HMA replacement of an underlying concrete slab, sawcut the overlay directly over the HMA/slab interfaces.

Sawcut the transverse joints the full width of the traveled way and 3 feet into the shoulder. If the surface course is not to be constructed within 30 days of placing the base or intermediate course, within 5 days, make a 1/8-inch wide sawcut 2 inches deep over the joints. The RE will not require sealing or cleaning of these sawcuts. When placing the surface course, make a 1/4 to 3/8-inch sawcut the full depth of the surface course. If cracks appear in a base or intermediate course before placing the surface course, sawcut the surface course directly over the crack, rather than directly over the joint.

After sawcutting, immediately collect the slurry from the sawcut cavity and surrounding pavement surface and dispose of as specified 201.03.09. Clean sawcuts with a 150-pounds-per-square-inch water blast to remove remaining debris in the sawcut cavity, and then blow sawcuts with a hot-air lance to provide a dry surface. Immediately after blowing, seal sawcuts.

Seal joints with hot-poured joint sealer prepared according to the manufacturer's recommendations. Do not heat joint sealer at the pouring temperature for more than 6 hours and do not reheat. Fill the sawcuts so that after cooling the level of the sealer is not more than 1/4 inch above, or less than 1/8 inch below, the surface. Do not spread sand or other fine material on the sealed joints. Before opening to traffic, allow joint sealer to cure to prevent pickup.

401.04 Measurement and Payment

The Department will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
HMA MILLING, 3" OR LESS	SQUARE YARD
HOT MIX ASPHALT 19 M 64, BASE COURSE, 10" THICK	TONS
HOT MIX ASPHALT 9.5 M 64, SURFACE COURSE, 2" THICK	TONS
TACK COAT	GALLON

The specified depth of the milling is measured from the original surface to the top of the high spots of the textured surface.

The RE will measure HOT MIX ASPHALT PAVEMENT REPAIR before overlay by the square yard of area bounded by the sawcuts.

The RE will measure TACK COAT, TACK COAT 64-22, PRIME COAT, and POLYMER MODIFIED TACK COAT by the volume delivered, converted to the number of gallons at 60 °F as calculated by the temperature-volume correction factors specified in 902.01.

The RE will measure HOT MIX ASPHALT 2" SURFACE COURSE, HOT MIX ASPHALT by the ton as indicated on the certified weigh tickets, excluding unused material. When nominal maximum aggregate size 3/8 inch HMA surface course is directed for use in transition (run out) areas, the Department will include this weight with the weight for HOT MIX ASPHALT 2" SURFACE COURSE.

The Department will not include payment for polymerized joint adhesive in the various paving Items. The Department will make payment for polymerized joint adhesive under POLYMERIZED JOINT ADHESIVE.

The Department will make a payment adjustment for HMA air void quality per lot by the following formula:

$$\text{Pay Adjustment Per HMA Lot} = - Q \times \text{BP} \times \text{Reduction Per Lot (\%)} \\ \text{Where:} \\ \text{BP} = \text{Bid Price of HMA} \\ Q = \text{Quantity of HMA in lot receiving payment adjustment} \\ \text{Reduction Per Lot (\%)} = \text{Air void Reduction (\%)} \text{ per lot as specified in 401.03.07.H.}$$

The Department will make a payment adjustment for HMA thickness quality per lot by the following formula:

$$\text{Pay Adjustment Per HMA Lot} = - Q \times \text{BP} \times \text{Percent Reduction (\%)} \\ \text{Where:} \\ \text{BP} = \text{Bid Price of HMA} \\ Q = \text{Quantity of HMA in lot receiving payment adjustment} \\ \text{Percent Reduction (\%)} = \text{Thickness Percent Reduction (\%)} \text{ per lot as specified in 401.03.07.I.}$$

The Department will make a payment adjustment for HMA ride quality, as specified in 401.03.07.J

DIVISION 600 - MISCELLANEOUS CONSTRUCTION

SECTION 601 – PIPE

601.02 MATERIALS

THE FOLLOWING MATERIAL IS ADDED:

Polypropylene (PP) Pipe.....909.02.02

601.03.01 Pipe

B. Excavating.

THE FIFTH PARAGRAPH IN PART B IS CHANGED TO:

If the material at the bottom of the trench is rock or other hard material, remove at least 6 inches of the material for RCP or at least 12 inches of the material below the bottom of the pipe for corrugated metal, steel, aluminum alloy pipe, HDPE or polypropylene (PP) pipe. Backfill the undercut with Class C bedding.

D. Installing Pipe

THE FIRST PARAGRAPH IN PART D IS CHANGED TO:

Before the installation of HDPE and polypropylene (PP) pipe and as directed by the RE, provide a technical representative from the pipe manufacturer on the work site for the first day of pipe installation to ensure proper installation procedures.

THE LAST PARAGRAPH IN PART D IS CHANGED TO:

When using heavy construction equipment (100 kips axle load) over, or within 10 feet of HDPE and polypropylene (PP) pipe or corrugated aluminum alloy pipe, place the manufacturer recommended temporary compacted cover over the top of the pipe. Ensure that the temporary cover is free from stones larger than 1 inch.

E. Joining Pipe.

THE LAST PARAGRAPH IN PART E IS CHANGED TO:

Do not use split couplings to join field-cut HDPE and polypropylene (PP) pipe unless approved by the RE. Ensure that joints are bell and spigot type, or bell and spigot type with a gasket, according to ASTM F 477, to provide a silt-tight seal. Construct pipe connections according to the manufacturer's recommendations for assembly of joint components, lubrications, and making of joints. Ensure that the pipe fittings are free of inclusions and visible defects. Cut the ends of the pipe squarely so as not to adversely affect joining.

F Backfilling.

THE FIRST PARAGRAPH IN PART F IS CHANGED TO:

When using corrugated aluminum pipe, backfill from the bottom of the trench to 2 feet above the top of the pipe with Class C bedding. When using HDPE and polypropylene (PP) pipe, backfill from the bottom of the trench to 1 foot above the top of the pipe with Class C bedding. When using pipe other than corrugated aluminum, HDPE or polypropylene (PP) pipe, backfill from the bottom of the trench to 2 feet above the top of the pipe with suitable excavated material free from stones and rock larger than 2 inches in any dimension. For distances 2 feet above the top of the pipe, backfill using suitable excavated material.

601.03.03 End Section

THE SECOND PARAGRAPH IS CHANGED TO:

Use end sections of the same material as the adjoining pipe or pipe arch, except use concrete end sections for HDPE and polypropylene (PP) pipe.

601.03.04 Underdrain

A. Excavating.

THE FOURTH PARAGRAPH IN PART A IS CHANGED TO:

If the material at the bottom of the trench is rock or other hard material, remove at least 6 inches of the material for RCP or at least 12 inches of the material below the bottom of the pipe for corrugated metal, steel, aluminum alloy pipe, HDPE or polypropylene (PP). Backfill the undercut with Class C bedding.

SECTION 602 DRAINAGE STRUCTURES

602.03.03 Set Castings, Reset Casting, and Reconstructed Inlets and Manholes

The following is added:

Existing inlet and manhole castings which are no longer required shall become the property of the Town of Guttenberg, subject to the Town's needs. Otherwise, Contractor shall be responsible for the material and its offsite disposal. Should the Town wish to keep the casting, it shall be brought to a location designated by the Town.

602.03.07 Curb Piece

The following is added:

Existing curb pieces which are no longer required shall become the property of the Town of Guttenberg, subject to the Town's needs. Otherwise, Contractor shall be responsible for the material and its offsite disposal. Should the Town wish to keep the casting, it shall be brought to a location designated by the Town.

602.04 Measurements and Payments

The following item is added:

<i>Item</i>	<i>Pay Unit</i>
INLET, TYPE DOUBLE B-1	UNIT

SECTION 606 - SIDEWALKS, DRIVEWAYS AND ISLANDS

606.03.03 Detectable Warning Surfaces

This subsection is deleted and the following is added to this section:

Description.

This work shall consist of applying a slip-resistant detectable warnings surface on Portland cement concrete sidewalk required by 4.1 and 4.7 of the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG), for delineation of public sidewalk curb ramps.

Materials.

Detectable warnings shall consist of raised truncated domes with a diameter of nominal 0.9 in, a height of nominal 0.2 in and a center-to-center spacing of nominal 2.35 in (60 mm) and shall contrast visually with adjoining surfaces, either light-on-dark, or dark-on-light. Detectable Warning Surfaces shall be cast-in-place into the concrete.

The material used to provide contrast shall be an integral part of the walking surface. Detectable warnings used on interior surfaces shall differ from adjoining walking surfaces in resiliency or sound-on-cane contact.

Construction Requirements.

Equipment and procedures for applying detectable warnings on walkway surfaces shall be such that the material is not damaged during installation.

All detectable warning material determined to be damaged or not to be in conformance with these specification or plans, shall be removed and replaced at no cost to the state.

606.04 MEASUREMENT AND PAYMENT

This section is removed and replaced with the following:

The Department will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
RESET PAVERS	SQUARE YARD

When the RE directs undercutting of unstable material in the excavation area, the Department will make payment, as specified in 104.03.03, for the additional excavation. The Department will also make payment, as specified in 104.03.03, for the additional bedding if there is not an excess of excavation available.

Payment for the removal and disposal of any existing sidewalks and/or driveways and all adjacent site restoration, unless payment is otherwise provided for under other pay items, will be included in the unit price bid for Concrete Sidewalk and driveways of the various kinds.

SECTION 607 - CURBS

607.04 MEASUREMENT AND PAYMENT

The following paragraph is added:

Payment for the removal and disposal of any existing curb and all adjacent site restoration , unless payment is otherwise provided for under other pay items, will be included in the unit price bid for the curb of the varying kind.

SECTION 610 - TRAFFIC STRIPES, TRAFFIC MARKINGS, AND RUMBLE STRIPS

610.01 DESCRIPTION

THE FOLLOWING IS ADDED:

The work shall also consist of painting the existing curbs, of various materials, as shown on the construction plans. The paint shall be yellow in color.

610.03.03 RPMs (Raised Pavement Markers)

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

Ensure that RPMs are installed within 14 days of opening each day's surface paving to traffic.

610.03.07 Rumble Strip

Route	Weigh-in-Motion (WIM) Systems Midpoint Station

THE FOURTH PARAGRAPH IS CHANGED TO:

Ensure that after cutting centerline rumble strips, the centerline rumble strips are cleaned, all debris is collected and the surface is prepared as specified in 610.03.01.B before placing traffic stripes.

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

Ensure that rumble strips are constructed within 14 days of opening each day's surface paving to traffic.

THE FOLLOWING SUBPART IS ADDED:

THE FOLLOWING IS ADDED:

610.03.10 Traffic Markings, Curb Paint

A. Traffic Marking, Curb Paint, shall be in accordance with Section 610.03.02.

610.04 MEASUREMENT AND PAYMENT

THE SECOND PARAGRAPH IS CHANGED TO:

The Town will measure TRAFFIC STRIPES and TRAFFIC MARKINGS LINES by the linear foot for each specified width of stripe. The Town will not measure gaps in striping.

The Department will measure and make payment for Items as follows:

Item
CURB PAINT

Pay Unit
LINEAR FOOT

SECTION 612 – SIGNS

612.02 MATERIALS

THE FOLLOWING MATERIAL IS CHANGED TO:

Steel “U” and Square Tube Post Sign Supports911.02.01

612.03 CONSTRUCTION

612.03.01 Regulatory and Warning Signs, and Guide Sign, Type GA Steel “U” Post Supports

THE SUBPART IS RENAMED TO:

612.03.01 Regulatory and Warning Signs, and Guide Sign, Type GA Steel “U” and Square Tube Post Supports

THE SECOND PARAGRAPH IS CHANGED TO:

Mount sign panels on breakaway steel “U” or square tube post sign supports. For signs located behind guide rails or other roadside barriers, mount sign panels on steel “U” or square tube post sign supports without the breakaway assembly.

DIVISION 650 – UTILITIES

SECTION 651 – WATER

651.03.07 Reset Water Valve Box

Add the following:

Care shall be exercised in resetting the water valve boxes. After resetting, the water valve boxes shall be protected until the final resurfacing course has been laid. Castings which are damaged because of construction operations or vehicular traffic shall be replaced in kind and in a manner satisfactory to the utility company concerned without additional compensation.

SECTION 652 - SANITARY SEWER

652.01 DESCRIPTION

Replace this section with the following:

This section describes the requirements for installing sanitary sewer gravity lines, bypass pumping, manholes, sewer laterals, miscellaneous fittings, testing and resetting sanitary sewer vent boxes and cleanouts as well as pouring new concrete manhole benches.

652.03.01

Replace this section with the following:

Sanitary Sewer Lines

1. Methods of construction shall be such that, when reset, the cleanout and vent boxes shall conform to the grade of the resurfaced or regraded area.
2. Care shall be exercised in resetting the cleanout and vent boxes. After resetting, the cleanouts and vents shall be protected until the final resurfacing course has been laid. Castings which are damaged because of construction operations or vehicular traffic shall be replaced in kind and in a manner satisfactory to the utility company concerned without additional compensation.

652.03.05

Sanitary Sewer Manholes

Replace this section with the following:

1. Construct inverts with a smooth and uniform finish that minimizes resistance to flow. Ensure that the shape of the inverts conforms uniformly with the inlet and outlet pipe.

The following section is added:

652.03.10 Wastewater Bypass Pumping

- A. Bypass Pumping: Provide all labor, supervision, power, maintenance, coordination, tools, equipment, appliances, and materials to perform safe and effective temporary diversion of wastewater flow around active work areas. The purpose of bypass pumping is to prevent sewage overflow and maintain continuous reliable sewer service to the users of the sewer. Contractor shall maintain sewage flow in the project area without disruption, unanticipated flow, and/or adverse impact to upstream pipe segments, laterals, force main, water ways, storm sewers, and pump station(s).
- B. Any incidental bypass piping and pumping required install the bypass pumping system(s) that will allow work to be performed on or in the existing pipe and/or manholes, and keep the existing sanitary sewer main in continuous service.
- C. The Contractor shall maintain by-pass pumping during trenchless remediation technologies as required by the manufacturer of the specific trenchless technology.
- D. The design, installation, operation, and maintenance of the temporary bypass pumping system shall be the sole responsibility of the Contractor. Contractor shall be responsible for verifying no surcharges are present in the existing system at any time.
- E. TDH shall be determined by pump supplier. Pump(s) shall have the capability of increasing the pump rate based on a level detection system.
- F. Contractor shall supply copies of a detailed typical bypass pumping plan. The plan shall include the following:
 - a. Staging areas for pumps
 - b. Sewer plugging methods and types of plugs (as required)
 - c. Bypass pump sizes, capacities, power requirements, and number of pump system present on site,
 - d. Method of protecting discharge manholes or structures from erosion and damage,
 - e. Method of noise control,

- f. Location of bypass pumping lines and line sizes,
 - g. A list of municipal emergency response contacts including contact information for the public safety representatives,
 - h. Integration considerations associated with traffic control plan and pedestrian safety,
 - i. Fuel storage location.
- G. The Contractor shall provide and maintain adequate pumping equipment, pipe, hose, and appurtenances necessary to maintain reliable bypass pumping service in all sewer lines as required for completion of the work.
- H. All pumps shall be fully automatic, self-priming, “run-dry” units that do not require use of foot valves or vacuum pumps in the priming system. Unless specified otherwise, pumps may be electric or gasoline powered. Contractor is responsible for all temporary electrical power and fuel. All pumps must be constructed and configured to allow low flow or no flow “dry” operation for long periods of time to accommodate the cyclical nature of wastewater flows. Pumps shall be muffled and insulated providing a low noise potential during operation.
- I. Except for the conveyance system noted in the Scope of Work for all vehicular traffic areas, all discharge piping shall be constructed of rigid pipe with positive, restrained joints. Glued PVC pipe shall not be permitted. Discharge hose shall be fabric and/or wire reinforced, and shall be employed in short sections connecting pipe lengths, pumps, plugs, or “flow-through” traffic ramps only. Pipe and hose shall be designed and rated for the intended application with appropriate restraints, fittings, and connections that eliminate or minimize the potential for leakage, disconnection, rupture, and/or failure.

SECTION 653 - GAS

653.03.04 Reset Gas Valve Box

Add the following:

Care shall be exercised in resetting the water valve boxes. After resetting, the water valve boxes shall be protected until the final resurfacing course has been laid. Castings which are damaged because of construction operations or vehicular traffic shall be replaced in kind and in a manner satisfactory to the utility company concerned without additional compensation.

DIVISION 800 – LANDSCAPING

SECTION 802 – TRIMMING AND REMOVING TREES

802.01 DESCRIPTION

This Section describes the requirements for removing trees and defective or undesirable limbs and for repairing injuries or wounds on existing trees.

802.02 MATERIALS

Provide materials as specified:

Topsoil.....	917.01
Fertilizer.....	917.02.02
Grass Seed Mixtures	917.03.01
Mulch.....	917.04
Disinfectant.....	917.09.01
Herbicide	917.09.03

802.03 CONSTRUCTION

802.03.01 Tree Removal

Notify the RE 3 days before beginning work. The Department will designate trees to be removed. Ensure that tree removal is supervised by a person certified in the work in accordance with the NJ “Tree Experts and Tree Care Operators Licensing Act” P.L. 2009, Chapter 237. At least 7 days before beginning the work, submit the name and qualifications to the RE for approval by the Department.

Fell trees to prevent damage to adjacent vegetation, structures, utility wires, and property. Remove trees and their stumps to at least 6 inches below the existing ground surface. Backfill stump holes with topsoil, and fertilize, seed, and mulch the area as specified in [806.03.01](#). In wooded areas and on slopes of 2H:1V or steeper, cut off stumps at the existing ground surface. Treat live stumps with herbicide immediately after cutting. If suckering occurs, apply herbicides or perform mechanical operations to ensure that regrowth does not occur.

Repair damage to remaining trees and vegetation as directed by the Department. Repair damaged turf areas as specified in [806.03.01](#).

Perform work in accordance with ANSI A 300 standards.

Reuse waste material and debris resulting from tree removal as specified in [202.03.03.C.1](#).

802.04 MEASUREMENT AND PAYMENT

The Department will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
TREE REMOVAL, OVER 10" TO 15" DIAMETER	UNIT

The Department will determine the quantity of TREE REMOVAL, OVER ___" TO ___" DIAMETER by the number of trees in each diameter category. The Department will measure the diameter of the tree 4 1/2 feet above the ground.

SECTION 804 – TOPSOIL SPREADING

804.04 MEASUREMENT AND PAYMENT

The following is added:

Topsoil shall have a minimum thickness of 4”.

SECTION 811 – PLANTING

811.04 MEASUREMENT AND PAYMENT

The Department will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
LANDSCAPE BOX	UNIT
TREE REMOVAL, 2.5" DIAMETER	UNIT

SECTION 902 - ASPHALT

902.01.01 Asphalt Binder

THE FIRST TWO PARAGRAPHS ARE CHANGED TO:

Use an asphalt binder that is storage-stable and conforms to AASHTO M 332. Include compliance with the elastic response requirement in Figure 1 of AASHTO R 92, if applicable.

902.02.01 Mix Designations

PART (4) IS CHANGED TO:

4. “E” The fourth field in the Item description designates the high temperature designation of the performance-graded binder. Options are “64” for PG 64S-22 and “E” for PG 64E-22.

902.02.03 Mix Design

The following is added to the first paragraph:

Unless otherwise approved by the engineer, only one source of supply for hot mix asphalt surface course may be used on the project.

A General Acceptance Requirements.

THE SECOND PARAGRAPH OF SECTION (A) IS CHANGED TO:

For PG 64S-22, ensure that the temperature of the mixture at discharge from the plant or surge and storage bins is at least 290 °F when the ambient temperature is less than 50 °F or is at least 275 °F when the ambient temperature is greater than or equal to 50 °F. For PG 64E-22, ensure that the temperature of the mixture at discharge from the plant or surge and storage bins is at least 10 °F above the manufacturer’s recommended laydown temperature. For mixes produced using a WMA additive or process, ensure that the temperature of the mixture at discharge from the plant or surge and storage bins is at least 10 °F above the WMA manufacturer’s recommended laydown temperature.

902.02.04 Sampling and Testing

A General Acceptance Requirements.

THE SECOND PARAGRAPH OF SECTION (A) IS CHANGED TO:

For PG 64S-22, ensure that the temperature of the mixture at discharge from the plant or surge and storage bins is at least 290 °F when the ambient temperature is less than 50 °F or is at least 275 °F when the ambient temperature is greater than or equal to 50 °F. For PG 64E-22, ensure that the temperature of the mixture at discharge from the plant or surge and storage bins is at least 10 °F above the manufacturer’s recommended laydown temperature. For mixes produced using a WMA additive or process, ensure that the temperature of the mixture at discharge from the plant or surge and storage bins is at least 10 °F above the WMA manufacturer’s recommended laydown temperature.

902.13.01 Mix Designations

PART (4) IS CHANGED TO:

4. “E” The fourth field in the Item description designates the high temperature designation of the performance-graded binder. Options are “64” for PG 64S-22 and “E” for PG 64E-22.

902.13.03 Mix Design

TABLE 902.13.03-2 CHANGED TO:

Table 902.13.03-2 Performance Testing Requirements for HMA HIGH RAP Design				
Test	Requirement			
	Surface Course		Intermediate and Base Course	
	PG 64S-22	PG 64E-22	PG 64S-22	PG 64E-22
APA @ 8,000 loading cycles (AASHTO T 340)	≤ 7 mm	≤ 4 mm	≤ 7 mm	≤ 4 mm
Overlay Tester (NJDOT B-10)	≥ 200 cycles	≥ 275 cycles	≥ 100 cycles	≥ 150 cycles

902.13.04 Sampling and Testing

TABLE 902.13.04-2 CHANGED TO:

Table 902.13.04-2 Surface Course Performance Testing Pay Adjustments for HMA HIGH RAP			
	Surface Course		PPA
	PG 64S-22	PG 64E-22	
APA @ 8,000 loading cycles, mm (AASHTO T 340)	$t \geq 7$	$t \leq 4$	0
	$7 < t \leq 10$	$4 < t \leq 7$	PG 64S-22: $-50(t-7)/3$ PG 64E-22: $-50(t-4)/3$
	$t > 10$	$t > 7$	-100 or Remove & Replace
Overlay Tester, cycles (NJDOT B-10)	$t \geq 200$	$t \geq 275$	0
	$200 > t \geq 150$	$275 > t \geq 200$	Surface PG 64S-22: $-(200-t)$ Surface PG 64E-22: $-(275-t)/1.5$
	$t < 150$	$t < 200$	-100 or Remove & Replace

TABLE 902.13.04-3 CHANGED TO:

Table 902.13.04-3 Intermediate and Base Course Performance Testing Pay Adjustments for HMA HIGH RAP			
	Intermediate and Base Course		PPA
	PG 64S-22	PG 64E-22	
APA @ 8,000 loading cycles, mm (AASHTO T 340)	$t \leq 7$	$t \leq 4$	0
	$7 < t \leq 10$	$4 < t \leq 7$	PG 64S-22: $-50(t-7)/3$ PG 64E-22: $-50(t-4)/3$
	$t > 10$	$t > 7$	-100 or Remove & Replace
Overlay Tester, cycles (NJDOT B-10)	$t \geq 100$	$t \geq 150$	0
	$100 > t \geq 75$	$150 > t \geq 110$	Intermediate PG 64S-22: $-(2t-200)$ Intermediate PG 64E-22: $-1.25(150-t)$
	$t < 75$	$t < 110$	-100 or Remove & Replace

SECTION 903 – CONCRETE

903.01 CEMENT

THE ENTIRE SUBSECTION TEXT IS CHANGED TO:

Use cement, listed on the QPL, that is either portland cement or blended hydraulic cement and conforms to the following:

Portland Cement, Type I, II, and Type III.....	ASTM C 150
Blended Hydraulic Cement, Type IS, IP, and IL.....	ASTM C 595

Only use Type III portland cement for Class V concrete, prestressed Items, and precast Items.

Use portland cement pre-blended with a maximum of 25 percent fly ash, by weight, or a maximum of 5 percent silica fume by weight, or with a maximum of 50 percent slag by weight for blended hydraulic cement Type IS or IP. Use portland cement pre-blended with a minimum of 5 percent limestone content and a maximum of 15 percent limestone content by weight for blended hydraulic cement Type IL. Ensure that a scaling test according to ASTM C 672 is completed on the mix design if more than 30 percent slag is used and that the concrete has a visual rating less than 3 after 50 cycles.

Do not add additional mineral admixtures to blended hydraulic cements Type IS or IP at the concrete plant unless approved by the ME. The use of additional mineral admixtures in blended hydraulic cement Type IL at the concrete plant is permitted if the mineral admixture is listed on the QPL

Do not mix different brands of cement, the same brand of cement from different mills, or different types of cement.

Provide suitable means for storing and protecting the cement against dampness. The ME will reject cement that has become partially set or that contains lumps of caked cement. Ensure that the temperature of the cement at the time of delivery to the mixer does not exceed 160 °F.

SECTION 909 – DRAINAGE

909.02.02 HDPE Pipe

THE SUBPART HEADING IS CHANGED TO:

909.02.02 HDPE Pipe and Polypropylene (PP) Pipe

THE ENTIRE SUBPART IS CHANGED TO:

Use corrugated HDPE drainage pipe that conforms to AASHTO M 294 and is Type S (smooth interior with annular corrugations) with gasketed silt-tight joints.

Use corrugated polypropylene (PP) drainage pipe that conforms to AASHTO M 330 and is Type S (smooth interior with annular corrugations) with gasketed silt-tight joints.

Use HDPE and polypropylene (PP) pipe from a manufacturer who is an AASHTO NTPEP (National Transportation Product Evaluation Program) certified manufacturer. For a list of NTPEP certified manufacturers, see the following webpage: <https://data.ntpep.org/>.

Submit a certification of compliance, as specified in 106.07, for HDPE and polypropylene (PP) pipe.

SECTION 911 – SIGNS, SIGN SUPPORTS, AND DELINEATORS

911.01.01 Materials

B. Retroreflective Sheeting.

TABLE 911.01.01-2 IS CHANGED TO:

Table 911.01.01-2 Allowable Sign Sheeting Types		
Sign Type	Test Method	Type
Regulatory and Warning Signs	ASTM D 4956	Type III, Type VIII, Type IX or Type XI ¹
Guide Signs Mounted on Steel “U” Posts	ASTM D 4956	Type III, Type VIII, Type IX or Type XI
Guide Signs Mounted on Overhead Sign Structures, Breakaway Sign Supports, or Non-breakaway Sign Supports	ASTM D 4956	Type VIII, Type IX or Type XI ²
1. Ground-mounted signs with white background shall be ASTM Type IX.		
2. Do not use ASTM Type XI sheeting with any existing sign lighting improvement or signs that are lit.		

911.01.02 Fabrication

A. Sign Panels.

THE SECOND PARAGRAPH IN PART A IS CHANGED TO:

Fabricate flat sheet signs from a single piece of sheet aluminum without joints, using the thicknesses specified in Table 911.01.02-1. Drill or punch 3/8 inch diameter holes in the sign blank for attachment to sign supports. Locate holes according to the 2004 Edition of Standard Highway Signs and Markings Book. If the panel is larger than 5 feet in any dimension, reinforce the panel with z-bars.

C. Legends and Borders.

THE FIRST PARAGRAPH IN PART C IS CHANGED TO:

The legend for each sign consists of letters, numerals, shields, and other symbols. Use Series E Modified 2000 lettering that conforms to the 2004 Edition of Standard Highway Signs and Markings Book. Ensure that the lettering is aligned, spaced, and sized according to 2004 Edition of Standard Highway Signs and Markings Book, its 2012 Supplement, and the working drawings. Apply the legend and borders using the following methods:

911.01.04 Acceptance Inspection

THE FIRST PARAGRAPH IS CHANGED TO:

Notify the ME at least 3 days before shipping to the Project so that arrangements for inspection can be made. The ME will reject signs not fabricated according to the 2004 Edition of Standard Highway Signs and Markings Book, its 2012 Supplement, and the Plans. The ME will ensure that finished signs are clear and legible without smudging, blisters, delamination, loose edges, or other blemishes. The ME will also ensure that the colors have a consistent chromaticity across all signs of the same color.

911.02 SIGN SUPPORTS

911.02.01 Steel “U” Post Sign Supports

THE SUBPART IS RENAMED TO:

911.02.01 Steel “U” and Square Tube Post Sign Supports

THE FOLLOWING IS ADDED AT THE END:

Use steel “U” post sign supports conforming to ASTM A 499, Grade 50 or 60, with the length of post and minimum pounds per foot as shown on the Plans. Provide 18-8 stainless steel 5/16 × 18 UNC hexagonal headed bolts and nuts

conforming to ASTM A 320, Grade B8, Class 1, for securing the signs to the steel “U” post. Provide sign mounting bolts that are sized to extend beyond the end of each nut by no more than 3/4 inches when fully tightened.

Submit a certification of compliance, as specified in 106.07, for “U” posts.

Use square steel tube post sign supports conforming to ASTM A 1011, Grade 50, with the length of post and minimum pounds per foot as shown on the Plans. Provide 18-8 stainless steel 5/16 × 18 UNC hexagonal headed bolts and nuts conforming to ASTM A 320, Grade B8, Class 1, for securing the signs to the square steel tube post. Provide sign mounting bolts that are sized to extend beyond the end of each nut by no more than 3/4 inches when fully tightened.

Submit a certification of compliance, as specified in 106.07, for square steel tube posts.

SECTION 917 - LANDSCAPING MATERIALS

917.01 Topsoil.

The entire section is deleted and the following is added:

Topsoil shall be loamy sand, sandy loam, clay-loam, loam, silt loam, or other soil approved by the Engineer. It shall be natural, fertile soil capable of sustaining vigorous plant growth and shall be of a uniform quality, free from subsoil, slag, cinders, stones of any dimension, lumps of soil, sticks, roots, trash, or other undesirable materials. Topsoil shall also be free of viable plants or plant parts of Bermuda grass, quackgrass, Johnson grass, nut sedge, poison ivy, Canada thistle, or similar material. The Contractor shall have all topsoil tested by a reputable laboratory with resulting documentation submitted to the Engineer.

- A. If testing reveals that the topsoil does not conform to the requirements of this section, the Contractor shall be responsible for adjusting the ph range and/or percent of organic matter by means of approved additives.
- B. Topsoil shall meet the following requirements:
 - 1. ph range - 5.0 to 7.0.
 - 2. Organic matter - four (4) percent (loss on ignition).
 - 3. Soluble salts no higher than 500 parts per million.
 - 4. Sieve Analysis:

Sieve Size	Percent Passing
1”	100%
½”	97%
#10	60-80%
#40	40-60%
#60	40-60%
#100	10-30%
#200	10-20%

- C. When topsoil, stockpiled on site, is to be reused, soil debris to include roots, sods, stones, clay lumps, and other extraneous materials harmful to plant growth shall be removed prior to reuse.
- D. Materials stripped from the following sources shall not be considered suitable for use as topsoil:

1. Soils having less than 4.1 ph value.
2. Chemically contaminated soils.
3. Areas from which the original surface has been stripped and/or covered over such as borrow pits, open mines, demolition sites, dumps, and sanitary landfills.
4. Wet excavation.

SECTION 919 - MISCELLANEOUS

919.14 DETECTABLE WARNING SURFACE

THIS SUBSECTION IS REPLACED WITH THE FOLLOWING:

For cast-in-place detectable warning surfaces, use Armor-Tile Model ADA-C-2448 or approved equal.

SECTION 1001 – TRAFFIC CONTROL EQUIPMENT

1001.01 FLASHING ARROW BOARD

SUBSECTION HEADING AND THE ENTIRE TEXT ARE CHANGED TO:

1001.01 ARROW BOARD

Provide either Type A or Type C or both types of arrow boards. Ensure the arrow board elements conform to the MUTCD and the following requirements:

1. Non-reflective, black boards equipped with battery-operated amber lights.
2. A minimum peak luminous intensity of 8,800 candelas and equipped with photocells that will automatically reduce the luminous intensity to 1,500 candelas when the ambient light level drops to 5 foot-candles.
3. A light on the rear face of the board to indicate that the lights are operating.
4. Solid state controls with polarity and surge protection.
5. Panel operation controls mounted in a lockable enclosure.

Ensure the arrow boards are equipped with a diesel charged battery system. Do not use gasoline powered systems. With RE approval, the Contractor may use the arrow boards equipped with solar charged battery systems in non-moving operations. The Department may require a solar charged battery system in noise sensitive areas.

Securely mount arrow boards on a manufacturer-approved 2 wheeled towing trailer.

1001.03 TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHIONS

THE ENTIRE SUBSECTION IS CHANGED TO:

Provide a truck affixed with a bed-mounted type C arrow board, as specified in 1001.01, and a rear mounted crash cushion. Ensure the weight of the truck with the type C arrow board and the rear mounted crash cushion is minimum total weight of 10 tons. The Contractor may use ballast to meet the weight requirement. When using ballast, ensure that it is securely fastened to the truck. Provide crash cushions that conforms to the following requirements:

1. Meets crash-worthiness requirements as specified in 159.03.02.
2. Designed to be attached to the rear of a truck.
3. Equipped with a 90 degree hydraulic tilt system to raise and lower the crash cushion. The tilt system shall have a locking mechanism to secure the crash cushion when in the raised position.
4. If equipped with energy absorbing modules, ensure that they are painted yellow.
5. Displays alternating 6 inch wide black and yellow bands, composed of Type III-retroreflective sheeting, as specified in ASTM D 4956, in an inverted “V” chevron pattern on the surface of the rear module that faces traffic. When in the raised position, ensure that the surface of the rear facing module also displays the chevron pattern.

6. Equipped with standard trailer lighting systems, including brake lights, taillights, and turn signals that are visible in the raised and lowered positions.

THE FOLLOWING SUBSECTION IS ADDED:

1001.04 PORTABLE VARIABLE MESSAGE SIGN WITH REMOTE COMMUNICATION

Provide a NTCIP compliant portable variable message sign as described under 1001.02 with the exceptions noted below and each equipped with broadband cellular modem.

Ensure that the sign panel is color full matrix model that displays a combination of letters and graphic images.

Ensure that the sign panel is capable of displaying 3 lines of text with variable size characters.

Ensure 9 characters are displayed per line for posting travel times. For this 9 character requirement, smaller size characters may be allowed that meets MUTCD guidelines.

Ensure that the panel is also capable of displaying 8 characters per line with a minimum character height of 18 inches.

Ensure that the PVMSRC can be integrated with the Department's central DMS control software for remote operation.

1001.05 PORTABLE TRAILER MOUNTED CCTV CAMERA ASSEMBLY

Provide a Portable Trailer Mounted CCTV Camera Assembly (PTMCCA) with the following:

A. Trailer Platform

1. Maximum size, including tongue, 14 feet long by 7 feet wide by 8 feet high.
2. NJDOT approved lighting package to include electrical brake and marker lights with wire connections.
3. Primed and painted with powder coated orange color.
4. Fitted with manual telescoping outriggers with adjustable jacks sized to counter full mast extension.
5. Four 3,500 pounds, drop leg, top wind screw jacks.
6. All equipment secured to prevent theft or separation from platform.
7. 24/7 operation in all weather conditions.
8. One locking NEMA-4 equipment box for operational controls.
9. Removable wheels (with wheel locks) when trailer is in deployed position.
10. Operation manual with a copy placed in the storage bin.

B. Mast

1. 150 pounds payload capacity.
2. 29 feet to 32 feet of extension with capability to mount antenna at 20 feet, 25 feet or at the top, 10 feet maximum nested length of mast - 3 to 9 sections.
3. Un-guyed.
4. Driven by galvanized steel cable.
5. Spiral conduit for cables.
6. Compactly retractable when nested into storage container at the bottom, and foldable for easy transport.
7. Operated by a power winch with a safety brake.
8. Capable of being raised or lowered during sustained wind speeds of 30 miles per hour.

C. Power Source

Equip the PTMCCA with either a diesel charged or a solar charged battery system. Ensure that the PTMCCA is also capable of operating on 120 volt AC electrical service. The Department may require a solar charged battery system in noise sensitive areas. Provide the power with a battery backup system capable of providing continuous operation when the primary power source fails. Ensure that the power source meets the following requirements:

1. **Diesel.** Ensure that the fuel tank is capable of operating the sign for a period of 72 hours without refueling. Equip with an exhaust muffler and a United States Department of Forestry approved spark arrester. Ensure that the engine is shock mounted to reduce vibration and locked in a ventilated enclosure.

2. **Solar.** Provide solar panels capable of recharging the batteries at a rate of 4 hours of sun for 24 hours of camera usage. Ensure that the battery capacity is capable of operating the sign for a period of 18 days without sunlight.

D. Electronics

1. Cellular (CDMA), microwave, or 802.11 bandwidth option.
2. Work lights in all cabinets.
3. Remote trailer diagnostics (battery level, charging output, etc.)

E. Camera and Software

Ensure that the camera has the following characteristics:

1. Dome Camera in a heavy duty plastic dome or with a weather resistant case.
2. Impact resistant viewing window.
3. Minimum resolution of NTSC 704 (H) x 480 (V).
4. Backlight compensation.
5. Image stabilization.
6. Light Sensitivity 0.02 lux NIR Mode.
7. Auto Focus with Manual Focus capability.
8. Auto White Balance with Manual White Balance capability.
9. Motorized Zoom up to 16x optical, 10x digital.
10. Motorized Pan-Tilt, pan 360°, tilt 180°.
11. Thermostatically controlled heater and defroster -50° to 140°F operating range.
12. Windshield wiper.
13. 24/7 operation in all weather conditions.
14. Time and date stamp.

Ensure the software provides the following functionality:

1. Remote control of pan, tilt, and zoom.
2. Display of streaming video in MPEG format, motion-JPEG, and single snapshot JPEG images, remotely interchangeable by using central software.
3. Preset controls of pan/tilt/zoom combinations. Ensure all presets are accessible from a drop-down menu with descriptive name of preset. Set first 8 presets with quick-launch icons with graphical representation of the preset views.
4. Display of all the project's webcams in a single view screen.
5. Display of local time and weather conditions including temperature and humidity.
6. Saving images and sending email images.
7. Viewing archived images via a graphical calendar control and storing archived images at least every 5 minutes.
8. Three levels of password protection: administrator, user, and guest individual user accounts.
9. Monitoring and controlling the cameras using web access.

SECTION 1003 – HMA SITE EQUIPMENT

1003.01 MATERIALS TRANSFER VEHICLE (MTV)

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

Ensure the MTVs Gross Weight and maximum speed limit do not exceed the load restrictions as shown in 105.09 Special Provisions.

SECTION 1008 – MISCELLANEOUS EQUIPMENT

THE FOLLOWING SUBSECTION IS ADDED:

1008.07 CONCRETE VERTICAL CURB SAW

Provide a power-driven vertical curb saw with horizontally-oriented blade capable of sawing to the required dimensions without causing uncontrolled cracking. Equip the vertical curb saw with water-cooled, circular, diamond-edge blades or abrasive wheels, and alignment guides. Ensure that the vertical curb saw is capable of immediately collecting the slurry produced from the operations. The Contractor may use a vertical curb saw that does not collect slurry if the RE approves an alternate slurry collection method.

When sawcutting grooves, use a multi-bladed saw with an adequate number of blades and alignment wheels.

Provide within the Project Limits spare saw blades and at least one standby saw that meets the above requirements.

SECTION 1009 – HMA PLANT EQUIPMENT

1009.01 HMA PLANT

A. Requirements for HMA Mixing Plants.

8. Safety.

THE THIRD PARAGRAPH IS CHANGED TO:

When plant production occurs during night operations, provide permanently fixed lighting throughout the plant operations, plant laboratory, and truck scale areas to ensure a clear view of the operations. Also provide permanently mounted lighting at the sampling platforms to sufficiently illuminate the bed of the truck for inspection and sampling operations.

NJDOT TEST METHODS

NJDOT R-1 – DETERMINING RIDE QUALITY OF PAVEMENT SURFACES

B. Apparatus.

PART B IS CHANGED TO:

Use the following apparatus:

1. Class 1 IPS that meets the requirements of ASTM E 950, Sections 4.0, 5.0 and 6.0 of AASHTO M 328, and the following:
 - a. Valid certification.
 - b. Recertification after any major component repairs or replacements.
 - c. The data system provides the raw profile data in format readable in ProVal.
 - d. Current version of pavement profile analysis software installed on the IPS computer to compute the IRI.
2. Base plate and gauge blocks, of 1 inch and 2 inch thickness, provided by the manufacturer to verify daily vertical calibration.
3. Retro-reflective traffic marking tape or other approved mechanism to automatically trigger the start and stop of profile measurements.

C. Procedure.

PART C IS CHANGED TO:

Perform the following steps:

1. Turn on the inertial profiler and warm up all electronic equipment in accordance with the manufacturer recommendations before testing.
2. Perform Block and Bounce tests each day before collecting data. Record the results in the calibration log. Ensure tolerances are within the certified limits.
3. Ensure retro-reflective traffic marking tape or other approved mechanism is placed at the beginning and end of each direction of travel lane.
4. Enter project information in the test equipment system.
5. Make provisions to start and stop recording profile at the beginning and end of testing. If an automatic trigger mechanism is not installed, make provision to initiate start and end of data recording manually by pressing an appropriate key(s) on the computer.
6. Ensure that the required speed, as recommended by the manufacturer, is achieved and that the system is collecting profile data before recording profile.
7. For each test section, perform 3 test runs to collect data of both wheel paths of each lane in the longitudinal direction of travel. The wheel path is defined as being located approximately 3 feet on each side of the centerline of the lane and extending for the full length of the lane. Lanes are defined by striping.
8. Save data from each run separately before the next run or lane testing, clearly identifying each test run, lane identification, and run number.

END OF SUPPLEMENTARY SPECIFICATIONS

SUPPLEMENTARY SPECIFICATIONS PAGE 36

GENERAL CONTRACT REQUIREMENTS. Absent an express written waiver from the Town to the contrary, the submitting party (hereinafter referred to in the various submission documents as the “respondent”, “provider”, “contractor”, “submitting party”, “applicant”, “vendor”, “service provider” and/or “professional service provider”) should understand that they will be bound by the following “General Contract Requirements” of the Town for all professional services contracts.

3.1 ACCEPTANCE OF GENERAL AND SPECIFIC CONDITIONS - PRIORITY OF CONTRACT PROVISIONS. Absent an express written waiver from the Town to the contrary, the submitting party should understand that they will be bound by these “General Contract Requirements and addendum” of the Town for all professional services contracts as well as all other provisions in this RFP and in the contractor’s bid submission and that the contractual requirements of these general and specific provisions will be incorporated into any final contract. Some of the contents of the proposal submitted by the successful firm or firms(s) (such as, scope or work, fee structure and other terms) may also become part of any final contract. In the event of a conflict between any provisions of that final contract, the language of the body of that final contract shall control first followed (in order or priority) by the specific “Professional Information and Qualifications” specified by the Town, then by these “General Contract Requirements”, and then last by any incorporated provisions of the Service Provider’s proposal.

3.2 CONTRACT NOT EXCLUSIVE. Absent an express contractual provision to the contrary, any professional service contract awarded by the Town with respect to a particular professional service or project service is not exclusive to one provider. The Town may, in its sole discretion, apportion work between and among providers and/or assign more than one provider to the same service or project.

3.3 ASSIGNMENT OR TRANSFER PROHIBITED. Any selected firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of any agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the prior written consent of the Town.

3.4 SERVICE PROVIDER'S INDEPENDENT STATUS. It is expressly understood and agreed that the status of the professional service entity and its employees, agents, and officers in any contract awarded by the Town shall be that of an independent contractor retained on a contractual basis to provide professional JFK Boulevard East Flood Mitigation Project RFP for engineering services for the limited time frame set forth above and it is not intended, nor shall it be construed, that the Service Provider or any of its employees, officers and/or agents is/are (an) employee(s) or officer(s) of the Town for any purpose whatsoever.

3.5 PROFESSIONAL SERVICES ENTITY’S COMPLIANCE WITH LAWS The professional services entity agrees to fully comply with the provisions of any Federal, State, County and Local Government statutes, rules or regulations during the term of the contract including, but not limited to the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors), N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment

Opportunities in Public Contracts), and 42 U.S.C. §12101 et seq. (the Americans with Disabilities Act) and shall indemnify, defend and hold the Town against any claim, fine, violation or other cost made and/or assessed against the Town arising from a violation of those laws caused by the professional service provider or by the professional service provider's agents, servants, subcontractor(s) or the employees of same.

The contractor further agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The contractor further agrees to comply with the Byrd Anti-Lobbying Amendment (31 USC 1352) and complete the attached certification form.

Finally, the contractor agrees to comply with the procedures outlined in the Infrastructure Subrecipient Manual available at <https://www.nj.gov/dca/ddrm/home/infrastructuremanual.shtml> or upon request from the Town Clerk.

3.6 GENERAL INSURANCE REQUIREMENTS – INDEMNITY. The professional service provider contracting with the Town shall maintain a minimum of \$1 million in errors and omissions and/or professional liability insurance during the period of performance required of any contract with the Town as well as such other insurance as may be specified in the “specific requirements” for the position or service contracted for and shall provide proof of such coverage(s) to the Town prior to performing any work or at any time such proof may be requested by the Town. The professional service provider contracting with the Town also agrees to indemnify, defend and hold the Town harmless against any claim for damages, injunctive relief or other civil liability or restriction made and/or assessed against the Town due to the actions or negligence of the professional service provider or by the provider's agents, servants or employees.

3.7 PAYMENT - AVAILABILITY OF FUNDS – NO INTEREST. The award of any Contract by the Town is subject to the Town's Executive Director or Chief Financial Officer certifying that the necessary funds are available in the year of award. Contracts which span multiple fiscal years are subject to cancellation in the following fiscal year if funds for continuation of the contract into that fiscal year are not approved by the governing body. The obligation of the Town to make payment to the provider shall be limited to the funds appropriated and made available as set forth above. Provider will be obligated to notify the Town when 75% of the contract ceiling has been reached. Payments are processed by the Town following receipt of properly detailed and signed invoices and vouchers and approval by the Board at a regular meeting. Notwithstanding any other provision of the final contract, including any recitation of interest in the provider's rate schedule, no JFK Boulevard East Flood Mitigation Project RFP for Engineering interest or late payment fees or any type shall apply to or be due from the Town to the provider under this professional services contract.

3.8 DEBARMENT AND SUSPENSION. All bidders must comply with federal debarment and suspension requirements. By submitting a bid, bidders are certifying that they, including the entity and any members of the entity, are not on the debarment and suspension list (2 CFR 180)

3.9 ONE YEAR MAXIMUM TERM - TRANSITIONAL PERIOD - Pursuant to N.J.S.A. 40A:11-3(b), may be awarded for a period not exceeding twelve (12) consecutive months. If, for any reason, a new contract has not been awarded prior to the expiration or termination of the existing contract, the professional services entity agrees that it will continue to provide services under the terms and condition of the existing contract until a new contract(s) can become completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration or termination of the original (existing) contract.

3.10 TOWN'S RIGHT TO CANCEL – NO MINIMUM PAYMENT IMPLIED OR GUARANTEED UNLESS SPECIFICALLY PROVIDED. Town reserves the right to cancel any contract entered into without cause and without penalty at any time during that contract period by mailing to the “Service Provider” a written notice, certified mail return receipt, calling for termination at not less than thirty (30) days thereafter. In the event of termination of the Agreement, the firm's fees shall be prorated for the work satisfactorily performed up to the effective date of termination. If the termination by Town is for cause, as determined in Town's reasonable discretion, termination will take effect upon delivery of a written notice to professional services entity, and Town shall have all remedies available at equity or law.

3.12 CHOICE OF LAW – JURISDICTION- SAVINGS CLAUSE Any dispute between the Town and the submitting party with regard to any submission or offer to provide professional services or any contract entered into to do so shall be interpreted, subject to and governed by the jurisdiction and laws of the State of New Jersey and resolved in its Courts, except where jurisdiction is expressly preempted by Federal Law in which case the matter will be subject to the jurisdiction of the United States District Court for the District of New Jersey. Any contract provision later determined to be legally void or unenforceable shall not void the remaining provisions of the contract.

CERTIFICATION OF ACKNOWLEDGMENT

SECTION 3 REQUIREMENTS

24 CFR Part 75

Section 3 of the Housing and Urban Development Act of 1968 ("Section 3") requires that economic opportunities (employment, training, and contracting opportunities) generated by certain U.S. Department of Housing and Urban Development ("HUD") financial assistance be directed to low- and very low-income persons, to the greatest extent feasible. This includes employment, training, and contracting opportunities, particularly for those who are recipients of government assistance for housing, or residents of the community in which the Federal assistance is spent.

The project that is the subject of this solicitation ("project") and the resulting contract award will be funded using federal financial assistance and thus qualifies as Housing and Community Development Financial Assistance for purposes of Section 3 regulations and is subject to Section 3 compliance.

As a participating Bidder/Proposer, please answer the questions and provide the requested information on the pages that follow, and sign where indicated. Subcontractors employed on the project must also complete these Section 3 forms, if feasible. Include your completed Section 3 forms and the completed forms for each of your subcontractors with your bid/proposal. Failure to complete all information and/or submit all pages may result in a finding that your bid/proposal is non-responsive.

If awarded a contract, you will be required to provide reports documenting your efforts to comply with Section 3 requirements.

You must meet the Section 3 Worker and Targeted Section 3 Worker labor hour benchmarks, which include:

- 25% or more of the total number of labor hours worked by all workers on the project are Section 3 workers, and
- 5% or more of the total number of labor hours worked by all workers on the project are Targeted Section 3 workers.

You must direct economic opportunities to persons and businesses in the following order of priority:

Employment & Training Opportunities:

- Section 3 workers residing within the service area or the neighborhood of the project;
- Participants in YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act.

Contracting Opportunities:

- Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project;
- YouthBuild programs.

Once completed, your Certification of Acknowledgment of Section 3 Requirements Form will be incorporated into the contract. General questions and assistance in completing Section 3 forms can be directed to ResilientCommunities@dca.nj.gov.

Section 3 Business Concern Certification

A Section 3 Business Concern meets one of the following criteria:

- It is at least 51% or more owned by low- or very low-income persons at or below (80% area median income) based on individual income limits;
- Over 75 % of the labor hours performed for the business over the prior three-month period are performed by low- or very low- income persons; or
- It is a business at least 51% owned by current public housing residents or residents who currently live in Section 8- assisted housing.

The Bidder/Proposer certifies that it is (check one):

- ☐ A Section 3 Business Concern.
☐ Not a Section 3 Business Concern.

The Bidder/Proposer certifies that:

- a. The Bidder/Proposer is under no contractual or other impediment that would prevent them from complying with the 24 CFR Part 75 regulations.
- b. To the greatest extent feasible, employment and other economic opportunities generated by a HUD-assisted project will be directed to low and very low-income persons, particularly who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.
 - Section 3 workers and Targeted Section 3 workers as defined by HUD in 24 CFR Part 75.5, will be notified of the availability of training and/or employment opportunities.
 - Labor organizations or representatives of workers with which the contractor has a collective bargaining agreement or other understanding, if any, will be sent a notice advising of the contractors' commitments under Section 3.
 - A notice for training and employment positions will be posted in conspicuous places at the work site where both employees and applicants can see it. The notice will describe the Section 3 preference, list the minimum number and job titles available for hire, specify the availability of apprenticeship and training positions and their qualifications, provide the name and location of the person(s) accepting applications for each position, and state the anticipated start date of the work.
- c. Regardless of hiring or other economic opportunity commitments, the Bidder/Proposer understands that they also need to make good faith efforts to achieve the labor hour benchmarks established by HUD pursuant to 24 CFR Part 75.23 and report such labor hours pursuant to 24 CFR Part 75.25. For purposes of Section 3, "good faith efforts" include, but are not limited to:
 - Engaging in outreach efforts to generate job applicants who are Targeted Section 3 workers.
 - Providing training or apprenticeship opportunities.
 - Providing technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).

- Providing or connecting Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
 - Holding job fairs.
 - Providing or referring Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
 - Providing assistance to apply for or attend community college, a four-year educational institution, or vocational/technical training.
 - Assisting Section 3 workers to obtain financial literacy training and/or coaching.
 - Engaging in outreach efforts to identify and secure bids from Section 3 business concerns.
 - Providing technical assistance to help Section 3 business concerns understand and bid on contracts.
 - Dividing contracts into smaller jobs to facilitate participation by Section 3 business concerns.
 - Providing bonding assistance, guarantees, or other efforts to support viable bids from Section 3 business concerns.
 - Promoting the use of business registries designed to create opportunities for disadvantaged and small businesses.
 - Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.
- d. The contractor will track and certify ALL employee names, labor hours, and Section 3 worker/Targeted Section 3 worker status per project and provide this information to the City of Revere. If a detailed time attendance system is not in place, a good faith estimate of labor hours for each full or part-time employee can be used. Some Exclusions apply for non-construction services contracts.
- e. Any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligation under 24 CFR Part 75.
- f. The Section 3 clause will be included in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to collect and provide all subcontractor information and take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract are subject to the provisions of Section 3 and Section 7(b) and agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of contract for default, and debarment or suspension from future HUD-assisted contracts.

Contractor's Acknowledgment

Please sign below to acknowledge the following:

- You have read and understood the Section 3 requirements set forth herein.
- If awarded a contract, you intend to comply with all applicable requirements and satisfy Section 3 benchmarks and your expressed commitments
- You understand that if awarded a contract you may be held in material default of the contract if you fail to comply with your expressed commitments.
- You understand that if awarded a contract, your business is required to submit compliance reports, worker certification forms, payroll or time and attendance records and documentation evidencing your efforts to satisfy Section 3 benchmarks and your expressed commitments.

Contractor's Signature

Authorized Signature: _____

Title:

Date:

Exhibit B

Bid

PROPOSAL

Professional Engineering Services JFK Boulevard East Flood Mitigation Project



Submitted to:

Town of Guttenberg
6808 Park Avenue
Second Floor
Guttenberg, NJ 07093





1800 Route 34, Suite 101
Wall Township, New Jersey 07719
T: 732.312.9800
F: 732.312.9801
fpaengineers.com

June 18, 2025

Dr. Cosmo A. Crillo
Town Administrator / Municipal Clerk
Town of Guttenberg
6808 Park Avenue
Guttenberg, New Jersey 07093

Via email: townclerk@myguttenberg.com

RE: Proposal for Professional Engineering Services for
JFK Boulevard East Flood Mitigation Project
Town of Guttenberg, Hudson County, New Jersey
FPA No. 24026.P01

Dear Dr. Crillo:

French & Parrello Associates (FPA) is pleased to submit our proposal for providing professional engineering services to the **Town of Guttenberg (the Town)** for this important flood mitigation project. Enclosed herein is our proposal that includes a project understanding, a detailed scope of services, a summary of our firm's background and experience, our project team and resumes for team members, and the required executed corporate disclosures and forms.

FPA has established a reputation of technical excellence and responsiveness. Our long-lasting client relationships are built on the dedication of our professionals and supported by our technical expertise, wide range of services, and commitment to client satisfaction. FPA is a leader in infrastructure planning, engineering design, regulatory permitting, bid phase services, and engineering services during construction. We are dedicated to bringing exceptional service and value to each project through focus, timely response, and innovative solutions. FPA currently employs over 225 individuals, including more than 60 professionals in various technical disciplines and we celebrated our 50th anniversary in 2024. We will manage our professional relationship and this project from our corporate headquarters in Wall, New Jersey, with support from staff in our Newark, New Jersey office.

FPA is proposing to assign **Brian T. Dougherty, PE, BCEE**, as Project Director and primary point of contact for this project. Mr. Dougherty has 29 years of utility and infrastructure engineering experience. Mr. Dougherty has vast utility engineering experience, especially with linear design and construction projects, and has designed numerous projects that involved the construction of large diameter gravity sewer. Mr. Dougherty will be supported by a talented team of engineers, scientists, surveyors, specialists and technicians who will include **Eric C. Betz, PE, BCEE, CME**, who serves as the firm's Director of Infrastructure and Vice President. Our Infrastructure Technical Organization, which Mr. Betz manages, includes our Water & Wastewater, Water Resources & Dams, Municipal Services and Solid Waste teams. Mr. Betz has over 33 years of experience providing consulting engineering services to local utilities, municipal and county governments, regional utilities authorities, state agencies and other private clients. **Matthew Voelkel, PE** will serve as Project Manager. Mr. Voelkel has more than 11 years of experience in a wide variety of projects involving water and wastewater facilities and civil site design.



FPA has a successful track record completing a variety of water, wastewater and stormwater utility projects with municipal and county government clients. This includes experience with flood mitigation projects and funding through the NJDCA Resilient Communities Program (RCP) as outlined in Section 3 (Firm Qualifications) of this proposal. Specifically, we have completed preliminary design services and are about to commence with the final design of a flood mitigation project involving a stormwater pump station and related improvements.

A critical element of this project will be the coordination with the Hudson County Engineering Division. As noted in our qualifications, FPA maintains an excellent working relationship with Mr. Thomas Malavasi, PE, Hudson County Engineer. He is listed as a reference in Section 3 (Firm Qualifications) of this proposal. FPA has been pre-qualified by the County for Engineering Services for many years.

We believe that we have addressed the Town's RFP requirements and in our proposal which follows, and we are confident that FPA is the consultant of choice for this project. With our collective experience and existing relationships, we are confident that we will be able to help the Town design, permit, bid and construct this important and challenging project in a timely and cost-effective manner.

On behalf of FPA, we thank you for the opportunity to submit a proposal on this important project. If you have any questions regarding the general approach, scope of services, or fee proposal, please do not hesitate to contact us.

Respectfully Submitted,

FRENCH & PARRELLO ASSOCIATES

A handwritten signature in blue ink, appearing to read 'St A Tardy', is positioned above the printed name of Steven A. Tardy.

Steven A. Tardy, PE
President & CEO

Steven.Tardy@FPAengineers.com

c: Eric C. Betz, PE, BCEE, CME (FPA)
Brian T. Dougherty, PE, BCEE (FPA)

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Section 1

Project

**Understanding &
Scope of Work**

Project Understanding

The Town of Guttenberg (the Town) intends to undertake improvements to John F. Kennedy Boulevard East (Boulevard East), which is a Hudson County roadway (Route 693) that runs along the Guttenberg Waterfront. During high intensity storms, Boulevard East is prone to extensive flooding due to the existing storm sewer and Combined Sewer Overflow (CSO) system surcharging onto and across Boulevard East. This flooding impacts surrounding properties, in particular the Galaxy Towers residential complex. The purpose of this project is to construct stormwater conveyance infrastructure along Boulevard East. This improved stormwater conveyance system is intended to alleviate flooding in the area and reduce impacts to adjacent properties fronting Boulevard East, particularly along the frontage of the Galaxy Towers residential complex.

The proposed improvements will construct a new storm sewer system along part of the east side of Boulevard East to capture surface flow that bypasses inundated inlets. This will be accomplished through the construction of new storm sewers along the east side of the Boulevard East roadway. The proposed improvements will include 36-inch storm sewer piping and associated double inlets. Based on the preliminary plans provided with the RFP, the project includes 432 feet of 36-inch reinforced concrete pipe, 83 feet of 18-inch reinforced concrete pipe, and seven (7) double 'B1' inlets. The new system will discharge to the existing 36-inch CSO outfall discharge pipe, which is downstream of the Town's existing combined sewer regulator near the intersection of Boulevard East and 70th Street.

Based on correspondence between the Town's representatives and NJDEP, it is understood that the proposed improvements will not be considered part of the CSO system. Therefore, neither a New Jersey Pollutant Discharge Elimination System (NJPDES) approval or a Treatment Works Approval (TWA) will be required for the project.

It is understood that the Town applied for a federal grant from the New Jersey Department of Community Affairs (DCA), Resilient Communities Program (RCP). As noted in the RFP, the Town has received a Notice of Grant Award from DCA of \$1,480,605 and will sign a Subrecipient Agreement with DCA. The grant is funded by the Community Development Block Grant-Disaster Recovery program allocated by the U.S. Department of Housing and Urban Development (HUD). As such, the project will be subject to federal rules and regulations applicable to CDBG-DR grants and subrecipients.

Scope of Work

Task 1A – Design Phase – Utility Coordination

This task will consist of coordination with utilities that service the project area in order to identify potential utility conflicts and necessary relocations to facilitate the proposed drainage improvements. This task will include communications and coordination with local utility companies (PSE&G Electric, PSE&G Gas, Veolia Water, etc.) to request mapping of their facilities. This task will include two (2) site meetings with representatives of outside utility companies. It is assumed that any further investigation such as test pits for utility verification will be performed during the construction phase.

Task 1B – Design Phase – Geotechnical Investigation

Under this task, a geotechnical investigation will be performed that consists of six (6) test borings along the alignment of the proposed storm sewer in order to identify approximate bedrock depths for bid specification and pay item reference. The borings will also be used to determine existing pavement depth and composition for pavement restoration reference.

All field work will be performed under the full-time technical observation by a representative of FPA. Initial coordination of utility clearances will be performed by contacting New Jersey One-Call for mark-outs. Due to the presence of utilities anticipated to be within the roadway, some of which may not be marked out by the utility locating service, we will also perform ground penetrating radar (GPR) testing to further identify below-grade obstructions. It is noted that road opening permits will be required for this project, and we have included the costs for such in this proposal. We will obtain the road opening permit; it is assumed that the County will waive the road opening permit fee for the Town. For traffic control, if this cannot be provided by uniformed traffic officers from the Town's police department, it will be necessary to provide traffic control utilizing a traffic control service. We have included a separate line item for traffic control with a lane closure.

The test borings will be advanced to a depth of 15 feet to 20 feet below grade. Soil samples will be obtained from the test borings in accordance with ASTM Test Method D 1586, The Standard Penetration Test. Soil samples will be taken continuously to a depth of 12 feet and at maximum 5-foot intervals thereafter. If bedrock is encountered at a depth less than the planned boring depths, the test borings will be advanced into bedrock. Rock cores will be advanced utilizing a diamond tipped, NX-sized core barrel in accordance with ASTM D 2113, the Standard Practice for Rock Core Drilling & Sampling. Subsequently, the soil samples will be classified in the field in accordance with the Burmister Soil Classification System and bedrock will be described in accordance with its geologic origin. Rock Quality Designation (RQD) values for rock cores will be measured in the field. Soil and rock samples will be returned to our in-house soils laboratory for further review and will be stored for a period of 60 days from the date of our geotechnical report, unless otherwise specified by the Client. The moisture content of the retrieved soil samples will be used to estimate the groundwater level at the time of drilling. All boreholes will be filled solid with the soil cuttings and any remaining annular space within the borehole will be filled solid with grout. The surface of any borings performed within the paved areas will be patched with asphalt.

The results of the subsurface exploration program will be the basis for our engineering evaluation. Based upon the results of our engineering evaluation, we will generate geotechnical recommendations relative to the proposed storm sewer and inlet installation. We will discuss the subsurface conditions encountered, provide soil and rock parameters and address groundwater considerations relative to the proposed sewer and inlet installation. We will provide recommendations for excavation bracing and dewatering, including lateral earth pressure design recommendations. We will provide earthwork recommendations specifically required for this project including soil and rock excavations,

subgrade preparation, pipe and inlet structure bedding, fill type and compaction specifications. The results of our Geotechnical Engineering Evaluation will be presented in a written report. Our report will include all test boring logs and a test boring location plan.

Task 1C – Design Phase – Final Design

This task will consist of the efforts to final the design and prepare the documents for public bidding. Draft plans that were prepared by others were included with the RFP. In addition to the draft plans, additional plan sheets will be required to provide for a complete project. The complete plan set will include the following:

- Title Sheet
- General Notes & Location Plan
- Existing Conditions & Demolition Plan
- Grading, Drainage & Utility Plan
- Construction Details
- Soil Erosion Control Notes
- Soil Erosion Control Details
- Traffic Control Plans
- Traffic Control Notes & Details

The Grading, Drainage & Utility plan and profile drawing will be updated to reflect the results of the utility investigation and coordination in Task 1A.

This task will include the preparation of contract specifications. This will include technical specifications for the proposed improvements. As noted in the RFP, the Town will provide boilerplate front-end bid and contract specification sections for construction contracts and these will be used as the basis for contract documents.

Regular design meetings will be held with the Town to review the project progress and design details. Project deliverables will include draft (75%) and final (100%) plans and specifications. With each project deliverable, a construction cost estimate and project schedule update will be included. Contract documents will be submitted to the Town for review and comment. Following a meeting to discuss any comments on the draft plans and specifications, final documents will be prepared for distribution to bidders.

Task 1D – Design Phase – Hudson County Coordination

This task will include the necessary coordination with the Hudson County Division of Engineering to review the concept plans for the County's Safety Improvement Project that includes JFK Boulevard East. Following the review of the concept plans, at the Town's direction we will share the draft flood mitigation plans with the County and make adjustments to the design to accommodate the County's project.

Included in this task is additional coordination with the Hudson County Engineer to secure approval for the improvements within County right-of-way proposed under this project. This task will include submittal of design plans to the County Engineer and two (2) meetings with the Engineering Division to review any comments.

Under this task, an application for Soil Erosion and Sediment Control Plan Certification will be prepared and submitted to the Hudson-Essex-Passaic Soil Conservation District (HEPSCD). A soil erosion control plan certification is required for this project since it is anticipated that it will result in more than 5,000 square feet of land disturbance during

construction. The application includes an application form and the project plans, including the site utility plan and the soil erosion and sediment control plans and details.

Task 2 – RCP Compliance & Coordination

This task will include the required coordination with NJDCA to ensure compliance with all necessary RCP guidelines and requirements as outlined in the Community Development Block Grant-Disaster Recovery (CDBG-DR) Infrastructure Subrecipient Manual. The final plans and specifications will be submitted to NJDCA for review and approval. This task includes all communication and coordination with NJDCA and necessary follow up on their review and approval of the contract documents.

Task 3 – Bidding Assistance

Upon completion of the design phase, the Town will proceed with the advertising and public bidding of the contract. FPA will provide up to twenty (20) sets of construction plans and specifications for public bidding phase and for use during the construction phase. We will assist the Town in scheduling and advertising the project within local newspapers and construction trade publications, respond to questions from perspective bidders, and issue addenda as required. When the Town receives public bids, we will attend the bid opening, review bidder qualifications, and prepare a report upon bids received for the Town's review and consideration regarding the award of the construction contract.

Task 4 – RFI & Submittal Review

This task will include the review of Requests for Information (RFIs) and submittals (shop drawings) from the Contractor. Submittals/RFIs will be reviewed, and a submittal/RFI log will be maintained. Reviewed submittals will be filed according to specification section and transmitted to the Contractor. The submittal log will list submittal number and title, status (approved as submitted, approved as noted, revise and resubmit, etc.), date submitted, and date returned to the contractor. RFI responses will be prepared with any required details and/or explanations for the Contractor to follow.

Task 5 – Construction Phase Support

This task will include Engineer of Record support during the construction phase, including periodic site visits in coordination with the inspector and contract administration tasks.

Construction administration services will include contract document review inclusive of performance bonds, insurance, the proposed construction schedule, and shop drawing log. We will also coordinate and attend the preconstruction meeting.

Assistance will be provided in resolving construction issues. Additional documents, such as written instructions, detailed sketches, Requests for Information (RFI's), and revised drawings, will be prepared as necessary to resolve issues that are brought about by field conditions encountered. This task includes four (4) site meetings to resolve construction issues.

Regular monthly construction progress meetings will be held. This task will include the preparation of meeting agendas and minutes and the maintenance of action item logs for follow-up items. It is assumed that all meetings will be held in Town offices. It is assumed that the project will require a preconstruction meeting, two (2) monthly construction progress meetings, and a final close-out meeting. A Pre-Constuction meeting will also be conducted at the start of

the project.

Record plan versions of design drawings will be prepared based on information provided by the construction inspectors and/or the contractor. Record plans will be prepared and submitted to the Town and will include AutoCAD and PDF format electronic files as well as three full-sized and three half-sized sets of hard copy plans.

Task 6 – Construction Observation

This task will consist of the observation of construction activities. As outlined in the project schedule, the construction phase is anticipated to take approximately four months, but the actual time spent installing the sewer piping, inlets and appurtenances is expected to be approximately five (5) weeks. During this period, we will coordinate with the Contractor for observation of the work being performed and provide full-time construction observation services for the storm sewer installation work. This will include the observation of all excavation, sewer and inlet installation, backfill/compaction, and pavement restoration. This task will also include providing witness for field tests performed by the Contractor and ensure tests are performed to required contract standards. The Resident Engineer will also coordinate with an independent testing company to perform the required material acceptance tests as described in the Contract documents (if required). Test results will be summarized in reports prepared by the testing company

Under this task, monthly payment applications will be reviewed with the Town and processed accordingly. Draft invoices will be reviewed by the resident inspector to review quantities and resolve any questions with the Contractor. Review and approve all Contractor pay applications (invoices) and change orders in accordance with Contract documents and Subrecipient Agreement. Each invoice application will require: Davis-Bacon Act prevailing wage approval, weekly certified payroll review (WH 347), employee interviews (HUD-11), Section 3 reporting documents, SWMVE activity reporting, and other labor standards compliance including fringe benefit backup documentation.

Each Change Order review will include an independent cost estimate to be performed by the construction management team. Change Order documentation will include photos, time and material documentation (if required) and notification of the NJDCA's CMF team prior to the work being completed.

Under this task the Resident Engineer will review the Contractor's schedule on a monthly basis and evaluate project schedules for (1) logic, (2) duration of activities, and (3) compliance with the limitations of operations, as specified in the contract documents.

Following substantial completion, FPA will prepare the project punch list and observe its satisfactory completion, process any required and approved change orders, and prepare the final payment estimate for review and approval by the Town. Additionally, during closeout, we will review the maintenance bond, release of liens statements, other closeout documents required by the HUD-CDBG grant and assist the Town and Contractor with final project closeout.

As noted herein, administrative tasks, such as RFI responses and regular progress meetings are covered in other tasks above.

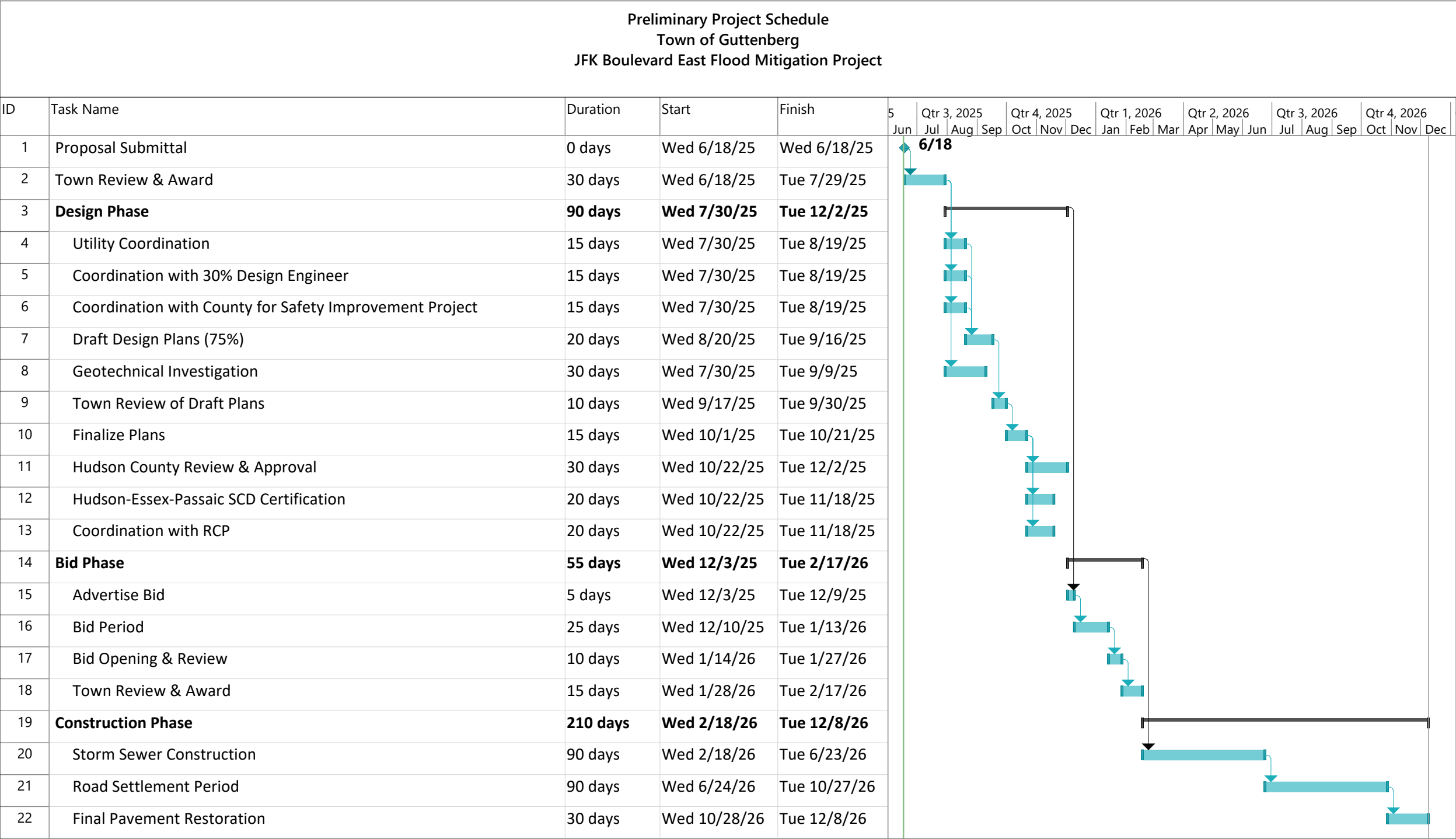
Project Schedule

A preliminary project schedule is attached. As shown on the schedule, it is assumed that the design phase will commence upon the Town authorizing the work in August 2025. The design phase is estimated to be completed by November 2025. This would allow the project to be publicly bid in December 2025. Construction is anticipated to commence by February 2025 and is projected to reach a substantial completion date in June 2026.

Limitations

The following applies to the scope of services outlined herein:

- It is assumed that all AutoCad survey base mapping and 30% design files will be made available to our office for use on this project.
- The scope of work does not include the completion of an Environmental Review Record. It is understood that this has been prepared by others during the preliminary design phase.
- As noted in the RFP, the Town will provide boilerplate front-end bid and contract specification sections for use in publicly bidding the project.
- All permit application fees will be paid by the Town.





Section 2

Cost Proposal

Cost Proposal

Our fees for the scope of work outlined herein will be as follows:

Task	Description	Payment Method	Fee
1A	Design Phase – Utility Coordination	Lump Sum	\$12,300.00
1B	Design Phase – Geotechnical Investigation	Lump Sum	\$21,000.00
1C	Design Phase – Final Design	Lump Sum	\$25,000.00
1D	Design Phase – Hudson County Coordination	Lump Sum	\$12,200.00
2	RCP Compliance & Coordination	Lump Sum	\$5,500.00
3	Bidding Assistance	Reimbursable	\$7,500.00
4	RFI & Submittal Review	Reimbursable	\$9,500.00
5	Construction Phase Support	Reimbursable	\$18,500.00
6	Construction Observation	Reimbursable	\$35,000.00
Total Fee:			\$146,500.00
	Traffic Control (If Required)*	T&M	\$15,000.00

*As noted in Section 1, if traffic control cannot be provided by uniformed traffic officers from the Town's police department, it will be necessary to provide traffic control utilizing a traffic control service. We have included a separate line item for traffic control with a lane closure.



2025 Schedule of Fees

Senior Project Consultant.....	\$205.00/hr.
Project Consultant.....	\$200.00/hr.
Senior Project Manager	\$198.00/hr.
Project Manager.....	\$195.00/hr.
Senior Engineer	\$190.00/hr.
Project Engineer	\$165.00/hr.
Senior Staff Engineer.....	\$135.00/hr.
Staff Engineer	\$120.00/hr.
Licensed Site Remediation Professional (LSRP).....	\$205.00/hr.
Environmental Project Manager	\$185.00/hr.
Professional Geologist	\$155.00/hr.
Senior Environmental Specialist.....	\$155.00/hr.
Senior Environmental Scientist	\$150.00/hr.
Environmental Engineer	\$130.00/hr.
Environmental Scientist.....	\$125.00/hr.
Environmental Technician	\$110.00/hr.
Senior Licensed Landscape Architect.....	\$200.00/hr.
Licensed Landscape Architect	\$180.00/hr.
Landscape Designer	\$125.00/hr.
Professional Planner	\$200.00/hr.
Professional Land Surveyor	\$200.00/hr.
Senior Designer	\$155.00/hr.
Designer.....	\$140.00/hr.
Senior Drafter	\$125.00/hr.
Drafter	\$115.00/hr.
Technical Coordinator.....	\$105.00/hr.
Senior Survey Party Chief	\$165.00/hr.
Survey Party Chief	\$150.00/hr.
Senior Survey Technician.....	\$135.00/hr.
Survey Technician	\$115.00/hr.
Survey Field Crew (two person)	\$260.00/hr.
Survey Field Crew Robotic (1 person).....	\$215.00/hr.
Lab Supervisor	\$130.00/hr.
Resident Engineer	\$145.00/hr.
Resident Inspector	\$125.00/hr.
Senior Field Representative.....	\$110.00/hr.
Field Representative	\$100.00/hr.
Field Technician.....	\$95.00/hr.
Staff Professional	\$80.00/hr.
Technical Assistant.....	\$90.00/hr.
Administrative Services.....	\$75.00/hr.



Section 3

Firm Qualifications and Experience

Who We Are

Engineering and Consulting Since 1974

Since 1974, French & Parrello Associates (FPA) has partnered with clients to address the ever-changing challenges of critical infrastructure, diverse buildings, and geotechnical and environmental demands. Nationally and locally ranked among Engineering News – Record's Top Firms, FPA has grown to more than 225 professionals located in seven offices strategically located along the East Coast.

FPA provides clients with engineering design and consulting services on projects that improve our communities, cities, and states. From modernizing the aging roads, bridges, and dams that connect families, facilitate business, and ensure public safety, to state-of-the-art commercial, educational, and governmental facilities essential to the function of our communities, FPA improves quality of life. Our multi-discipline services offer in-house access to a full range of building design, construction engineering services, and environmental and geotechnical engineering, as well as water, wastewater and water resources, landscape architecture, land development, surveying, and transportation engineering. In addition, the firm offers specialized expertise in telecommunications, solid waste engineering, renewable energy, grant management, and maintains an accredited materials testing laboratory at the firm's headquarters in Wall, NJ.

FPA is actively preparing for the future, securing the talent, intelligence, and cutting-edge software and equipment needed to address critical issues such as climate change, renewable energy sources like solar and offshore wind power, electric vehicles, and energy-efficient building designs. Our professionals are incentivized to maintain continuous education and industry training.

FPA's people and projects have been awarded hundreds of accolades. The expertise and experience of our best professionals is what our clients not only deserve but will receive. Personal attention from our Subject Matter Experts is demanded by a corporate commitment to provide immediate resolutions while considering long-term ramifications.

The FPA team has enabled our clients to access millions of dollars in project funding over the years through agencies including NJ Infrastructure Bank, FEMA, FHWA, NJDOT Local Aid, USDA and other available programs. Funding FPA's multidiscipline approach enables our team to evaluate and develop solutions for a variety of infrastructure challenges. FPA is known for their technical expertise, professional excellence and customer satisfaction. FPA has a keen focus on safety and risk management and a culture of ethical practices in all we do. Additionally, we strive to incorporate sustainable design practices in line with the 17 sustainable design goals (SDGs), with focus on climate change resilience, and improving infrastructure to benefit our clients, and our clients' customers, and society as whole.

Our Team

Your Dedicated Professionals

PROJECT DIRECTOR: Brian T. Dougherty, PE, BCEE, has over 28 years of vast experience in the water and wastewater sector and has designed and managed hundreds of utility and infrastructure projects. His experience includes providing consulting engineering services to local governments, municipal and regional utility authorities, counties, private water companies, state agencies and private clients. Mr. Dougherty's project experience includes the design, permitting, and construction management of water infrastructure (supply wells, treatment plants, transmission and distribution mains, and storage tanks) and wastewater infrastructure (gravity sewer replacements and extensions, sewage pumping stations, and force mains). His experience has ranged from new construction to retrofits and rehabilitation of a variety of infrastructure. He has developed condition assessments of water and wastewater

facilities and completed water and sewer master planning studies that have included performing hydraulic computer modeling and identifying necessary capital improvements to meet future conditions.

PROJECT MANAGER: Matthew G. Voelkel, PE, will serve as Project Manager, Matt has provided engineering services for a wide variety of projects involving water and wastewater facilities as well as civil site design. He has experience with surveying, detailed engineering design utilizing 3D computer-aided design (Civil3D), and construction and inspection practices. He has participated in the design and preparation of plans and specifications and permitting for water and wastewater treatment plants, distribution mains, water supply wells, gravity sanitary sewer mains, sanitary force mains, municipal roadway construction, and airfield/military facilities.

Mr. Dougherty will also be supported by a talented team of engineers in our Water & Wastewater Department, as well as FPA's managers, specialists and Subject Matter Experts within all of our technical groups with expertise in geotechnical and structural engineering, building design services, mechanical, electrical and plumbing (MEP), environmental, dams and water resources, site/civil, parks & recreation, transportation, GIS and Asset Management as well as telecommunications.

The FPA team is aware of the challenges and “need to do more for less” that municipalities are faced with each day. The team has experience with evaluating and gain a complete understanding of the problem or challenge and then developing a solution that meets the needs in a cost effective and technically sound manner. FPA's professionals have experience with serving the needs of utility authorities, municipalities, counties and state agencies here in New Jersey. FPA is well versed in State and Federal regulations including requirements for obtaining and complying with NJDEP Treatment Works Approvals and NJPDES permits, as well as Municipal Stormwater Management and Pollution Prevention. The firm has excellent working relationships with NJDEP and other regulatory agencies which benefit our clients.

225+ Employees



Professional Engineers



Professional Planners



Licensed Site Remediation
Professionals



Professional Land Surveyors



Certified Municipal Engineers



NICET-Certified Construction
Inspectors



Licensed Landscape
Architects



Technical and Support Staff

Wastewater solutions for our New Jersey-based clients:

Meeting the challenge of wastewater management requires a careful balance of managing cost, energy use, operational ease, and maintenance efficiency while also incorporating sustainability, resilience, and adaptability to climate change and other local and global threats. French & Parrello Associates serves clients across many sectors and routinely considers energy use, project complexity, operational efficiency, sustainable design and resiliency across our projects. For municipal utility authorities, successful water quality and wastewater management requires a reliable collection and conveyance network of piping and pumping systems. As infrastructure continues to age in New Jersey, wet weather flow management has become a major area of focus. Team members have experience with Infiltration/Inflow reduction programs and other sewer infrastructure assessment and rehabilitation programs that help extend the useful life of these valuable assets. Additionally, as the impacts climate change continue to worsen, it is critical to evaluate and include proper mitigation measures in all new infrastructure projects. This is an area of focus for the team at FPA.

Combined Sewer Overflows and Sanitary Sewer Overflows (CSO/SSO)

Combined sewer overflows, or CSOs, are remnants of the country's early infrastructure. In the past, communities constructed sewer systems to collect both stormwater runoff and sanitary sewage in the same pipe. During dry weather, these "combined sewer systems," or CSSs, transport wastewater directly to the sewage treatment plant. In periods of rainfall or snowmelt, however, the wastewater volume in a CSS can exceed the capacity of the sewer system or treatment plant. For this reason, CSSs are designed to overflow occasionally and discharge excess wastewater directly to nearby streams, rivers, lakes or estuaries. CSOs contain not only stormwater, but also untreated human and industrial waste, toxic materials, and debris. This is a major water pollution concern for cities with CSSs. CSOs are among the major sources responsible for beach closings, shellfishing restrictions and other water body impairments.

NJDEP's Division of Water Quality (DWQ) issued two Draft NJPDES Combined Sewer Overflow (CSO) permits in December 2022. These permits serve to improve water quality in these urban areas by requiring the reduction of combined sewer discharges. These updated CSO Permits expand upon the public engagement found in the 2015 CSO Permits. The goal of the CSO permits is to meet the requirements of the Clean Water Act and the National CSO Policy by reducing or eliminating the remaining CSO discharges in New Jersey. The Department is committed to working with Combined Sewer Overflow (CSO) permittees and CSO communities to reduce or eliminate CSOs by providing low-cost funding and guidance to meet permit obligations. In order to achieve the reduction or elimination of CSO discharges, CSO permittees will need to reduce flooding, ensure proper operation, maintenance and management of existing infrastructure and provide opportunities for green infrastructure. CSO permits reinforce the importance of properly operated and maintained water infrastructure systems in protecting public health and the environment and supporting economic redevelopment.

Sanitary sewer systems collect and transport domestic, commercial, and industrial wastewater and limited amounts of stormwater and infiltrated ground water to treatment facilities for appropriate treatment. Sanitary sewers are different than combined sewers, which are designed to collect large volumes of stormwater in addition to sewage and industrial wastewater. Occasionally, sanitary sewers will release raw sewage. These types of releases are called sanitary sewer overflows (SSOs). SSOs can contaminate our waters, causing serious water quality problems, and back-up into homes, causing property damage and threatening public health.

Possible causes of SSOs include:

- blockages,
- line breaks,
- sewer defects that allow stormwater and groundwater to overload the system,
- power failures,
- improper sewer design, and
- vandalism.

FPA is familiar with evaluating and mitigating problems that cause SSOs in municipal sanitary sewer systems and can assist the City's Sewer Utility in this regard.

Pipeline Services

As mentioned herein, the FPA team has experience with pipeline projects of varying lengths, diameters and complexities including new installations of sewer interceptors, gravity sewers, and force mains. In addition, our team is familiar with pipeline evaluation, condition assessments, and development of rehabilitation and repair options for existing pipelines including but not limited to cleaning, grouting of joints and defects, lining and other rehabilitative measures. Additionally, the team is experienced with design and construction support services for installation of sewers and other conduits via Horizontal Directional Drilling (HDD), pipe jacking and other trenchless technologies.

Pumping Stations

FPA is experienced with evaluation, design, permitting, bidding and construction phase services for new and rehabilitation of existing municipal sewage pump stations.

Municipal pump stations typically are submersible, wet well/dry well dry pit submersible, or suction lift type pump stations and the design requirements for these types of stations continue to evolve to address construction, material and changes in operating conditions. FPA's team of professionals are familiar with design and construction phase engineering services required for sewage pump stations and we are prepared to deal with the challenges included with each unique project. These include:

- grit chambers and handling systems
- bar screening systems and comminutors
- pump design for energy efficient operation and redundancy
- bypass piping for maintenance
- corrosion resistant coatings and materials
- explosion proof electrical systems
- leak protection
- surge protection
- ventilation and safety systems
- odor and corrosive gas control (chemical feed systems and tanks, carbon scrubber systems, etc.)
- force main design and rehabilitation / air release systems
- Aesthetically pleasing pump station buildings
- extraneous flow reduction programs for overall sanitary sewer collections systems

Geographic Information Systems (GIS)

FPA's GIS services are focused on utilizing up to date, modern GPS equipment and the latest software to effectively and efficiently meet or exceed our client's needs. Our team of professionals is well versed in the use of the ESRI ecosystem of GIS software which includes ArcMap, ArcGIS Pro, ArcCatalog, ArcPad, ArcGIS Collector, ArcGIS Survey123, and ArcGIS Field Maps. Additionally, FPA maintains a cloud-based GIS mapping service through ArcGIS Online as well as an in-house Enterprise GIS deployment. Geographically, FPA's current active area for GIS services extends from Ohio to New Jersey and south into Virginia with active projects throughout this entire region. Projects range from analysis and base mapping to more complex asset inventory and management systems which utilize cloud based or in-house hosted web services and databases. We are committed to performance and compliance through responsiveness and diligence. To summarize, our GIS services include the following:

- Data Collection
- Needs Assessments
- Asset Management
- Infrastructure Mapping
- Utility Mapping
- Environmental Mapping
- Development and Deployment of Public and Secure Web Mapping Applications
- Base Mapping
- Database Design and Management
- Data Conversion
- Analysis and mapping

Supervisory Control and Data Acquisition (SCADA)

The FPA water team, their specialty subconsultants and equipment vendors, have designed, specified, permitted and provided construction phase services for installation of supervisory control and data acquisition (SCADA) control system architecture which typically include computers, networked data communications and graphical user interfaces (or human machine interfaces / HMIs) for high-level supervision or machines and processes typically required for sanitary sewer collection and conveyance systems including sewage pumping stations, treatment facilities and outfalls.

USEPA and NJDEP Rules and Regulations

The French & Parrello Associates team is familiar with applicable USEPA and NJDEP regulatory requirements and standards and we have assisted our clients in preparing and obtaining permits through these agencies for water and wastewater projects. These typically include permitting through the NJDEP's Division of Water Quality relative to Treatment Works Approvals and Discharge Permits. As mentioned previously we are also familiar with applying for funding assistance and low interest loans and grants through the New Jersey Infrastructure Bank and more specifically the NJ Environmental Infrastructure Trust and the Water Bank for water and wastewater projects. We also have assisted clients receiving funding through the USDA's Rural Development program.

What We Offer Our Services

At FPA's core are the services we provide to our clients. As a full-service firm, we have the advantage of being a "one-stop shop" for our clients, with the opportunity to provide engineering and consulting services from project inception to closeout. This integrated approach not only streamlines project management but also fosters stronger collaboration, ensuring that our clients receive comprehensive solutions tailored to their unique needs while maintaining consistency and quality throughout every phase of their projects.

"We have the advantage of being a 'one-stop shop' for our clients from project inception to closeout."





Water & Wastewater Engineering

FPA's Water & Wastewater Engineering Group offers evaluation, assessment, planning, design, permitting, and bidding and construction phase services for infrastructure needed for water supply, treatment, storage, transmission, and distribution, as well as infrastructure needed for wastewater collection, pumping and conveyance, treatment, and discharge, including handling and disposal of residuals. FPA provides feasibility studies, master planning, inventories, planning, design, permitting, bid phase services, and engineering services during construction for our water, wastewater, and other infrastructure projects.



Bridge Engineering and Design

Our extensive bridge design experience ranges from small concrete culvert replacements to single-span concrete and steel bridges and multi-span steel structures. Our Bridge Engineering and Design Group takes pride in meeting the unique needs of our clients, seamlessly integrating functionality, safety, and aesthetic appeal. Our services also include bridge condition inspections along with development of structural repairs, as well as typical maintenance projects such as deck repairs or replacements, substructure rehabilitations, and safety upgrades. In addition, our structural design experience includes retaining walls, overhead sign structures, noise barriers, and restoration of historic stone and truss structures. Our dedication to delivering exceptional results, coupled with the in-depth knowledge of local regulations and a collaborative approach to project management, distinguishes FPA as a trusted partner for municipalities and counties alike.



Construction Engineering and Materials Testing

Construction Engineering Services & Material Testing provide our clients technical monitoring and in-house materials laboratory testing support services during construction, as well as construction phase engineering support. FPA has provided construction monitoring of major earthwork excavation and backfill operations, footing subgrade and pile installations, pile load testing, drilled pier installations, jacked casings, pipeline construction, concrete placement, roadway and bridge construction, asphalt placement monitoring, dams construction and rehabilitation, landfills, and commercial and residential structures. Many of our personnel have successfully completed the "Occupational Safety and Health Administration 40 Hour" course for Hazardous Waste Site Personnel and are certified by the American Concrete Institute (ACI), National Institute for Certification in Engineering Technologies Certified (NICET), and New Jersey Society of Asphalt Technicians (SAT). We also have numerous nuclear density gauge certified personnel. Our laboratory is accredited by the American Association of State Highway and Transportation Officials' (AASHTO) and participates in the biennial accreditation inspections by AASHTO Materials Reference Laboratory (AMRL). In addition, we have provided resident engineering services on many projects, serving as the owner's representative from the bidding and award phases through punch list completion and final payments.



Environmental Services

Our Environmental Services Group is comprised of professional geologists, environmental planners, and engineers whose services include property assessments and investigatory and remedial services to a broad range of private and public entities in New Jersey, Pennsylvania, and New York. FPA's staff provides expert consultation to address complex Brownfields issues throughout the region. We also have experience with contaminants in various types of media and are specialists in the development and design of cost-effective remedial solutions for soil and groundwater. Our environmental planners are considered experts in environmental impact statements, historic and cultural resource evaluations,

permitting and management of dredged materials, and landfill management. FPA's Team also performs natural resource damage assessments and hydrogeological studies, aquifer characterizations, and groundwater modeling related to water resource planning and watershed management. FPA has several Licensed Site Remediation Professionals (LSRP) on staff to conduct environmental investigation activities and closeout.



Geotechnical Engineering

Our geotechnical professionals offer a wide range of geotechnical and foundation related services to meet clients' needs. FPA's staff performs subsurface explorations and geotechnical assessments to facilitate project planning and design and offers geotechnical related design services for shallow and deep foundations, including driven piles, drilled shafts, and auger-cast piles; ground improvement projects; retaining walls and bulkheads; pavements; landfills, and dams. We have extensive experience in ground improvement projects incorporating preloading and deep dynamic compaction, as well as in the design of large mechanically stabilized earth walls and slopes. FPA's personnel also perform wave equation analyses for driven piles, test pile, and pile load test monitoring. Our construction phase services include construction monitoring, materials testing, value engineering, and construction engineering. In addition, FPA maintains a full-service soils testing laboratory at its corporate headquarters.



Geographic Information Systems (GIS)

FPA provides cost effective and efficient solutions to suit a variety of geospatial needs. Our Team of professionals and GISP-certified staff have experience working with a diverse clientele, ranging from small businesses to large public utilities and government agencies. Powerful mapping and spatial data analytics technology allows for multiple applications and helps us provide added value to our clients by improving the speed and accuracy of deliverables. FPA's strength lies in assessing project needs and providing scalable solutions, ranging from complete GIS implementation to simple site feature mapping.



Government Services

FPA has served governmental entities at the municipal, county, state, and federal level since our founding in 1974, in addition to public agencies and bi-state, quasi-political authorities, such as the Delaware River Port Authority, Delaware River Joint Toll Bridge Commission, and Delaware Valley Regional Planning Commission. FPA understands each entity has a different set of parameters, expectations, operational procedures, and ultimate end users, to whom it must answer. Our expertise navigating these unique characteristics is guided by providing specific attention, care, and constant communication, as well as staying abreast of innovative solutions, ever-evolving technological advances, and industry Best Management Practices (BMPs). FPA offers our governmental clients a full suite of planning, design, engineering, and construction-support services for transportation and infrastructure, buildings and facilities, geotechnical and environmental, telecommunications, energy, solid waste, and water resources.



Highway Design and Traffic Engineering

FPA's highway and roadway design experience includes concept development and safety studies, roadway resurfacing projects, intersection improvements, and complex roadway reconstruction projects spanning over a mile in length. We also consider the needs of all roadway users as part of a complete streets approach to our projects and are well versed in the design of alternative transportation facilities, including sidewalks, ADA-compliant curb ramps, multi-use trails, and bicycle facilities.

FPA also provides specific traffic engineering design and assessment capabilities to specific-site development projects, as well as provides support to enhance the range of services on our transportation infrastructure improvement assignments. Our expertise focuses on analysis and modeling of traffic operations to assess operational and safety improvements, such as intersection expansion, signalization, and roadside safety improvements, as well as to assess impacts from land developments on the adjacent roadway network. FPA's design capabilities include traffic signal design, electrical plans, lighting design, and site circulation plans. We are knowledgeable in highway access management and the design and permitting requirements of appropriate site access and improvements on state highways and county roadways.



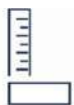
Landscape Architecture

Our Landscape Architecture service offerings range from landscape design for site plans and subdivisions to the design of innovative parks, playgrounds, and nature reserves that combine physical activity with learning opportunities. Our experience includes a number of exciting passive and active recreation facilities and several unique projects, including the Black Bear Zoological Exhibit and Wildlife Carousel Area at the Turtle Back Zoo in Essex County, NJ and the redevelopment of the North and South Gardens in Orange Park, Essex County, NJ.



MEP/FP Engineering

Our MEP/FP Engineering Group is a reliable source for quality design in mechanical, plumbing, electrical, and fire protection. The wide range of services includes HVAC systems, energy recovery, building management systems, energy audits, plumbing systems, including industrial piping, industrial exhaust, fire detection and suppression, data rooms, water flow tests, technology/data, communications and security systems, and medical and education specialties. Other specialties include high voltage infrastructure and distribution, low voltage distribution, lighting design, lightning protection systems, and energy retro fits. Our staff of professionals regularly performs code analysis, hazardous-HPM analysis, feasibility studies, site infrastructure, design, forensic investigations, ADA-compliance studies, referendum studies and reports, energy studies, and USGBC Green Building Design and LEED® applications for a diverse clientele.



Land Development Services

Our staff of professional engineers, planners, and land surveyors, and certified municipal engineers and landscape architects are knowledgeable and experienced in preparing plans and applications, as well as negotiating the permit approval process required for land development. Some of the many services we perform include regulatory permitting, constraints mapping, site feasibility investigations, concept plan preparation, site plan and subdivision design, soil erosion control plans, landscape architecture and lighting plans, and stormwater management studies and plans.



Solid Waste and Landfill Services

Our landfill design and construction management professionals provide the utmost care and competent expertise to meet and exceed client expectations. FPA's Team of engineers, specialists, and field personnel is thoroughly familiar with all technical aspects and regulatory requirements applicable to solid waste management facilities. Our in-depth knowledge of federal, state, county, and local regulatory requirements allows us to streamline the regulatory approval process and meet the project schedule.

Our design professionals, survey crews, trained field personnel, and an ASTM-certified laboratory conveniently fulfill our clients' need for multifaceted services through a single project management team. Through prudent planning, cost-effective designs, and high-quality professional services, FPA has established a solid reputation with numerous authorities and counties responsible for municipal solid waste landfills.



Structural Engineering

Our Structural Engineering Group is known for its excellence and experience in analysis and design of all types of buildings and structures utilizing various materials, including steel, concrete, masonry, aluminum, light gauge steel, and timber. Other specialties include hardened structures, blast design, high-rise design, complex structures, Private Provider (PPI) structural and architectural precast design, light gauge shop drawings, seismic design, lattice and monopole towers, sanitary structures, underpinning design, pile foundations, specifications, and peer review and forensic investigations.



Survey Services

Our staff has more than 75 years of combined experience offering surveying capabilities, including boundary surveys, topographic mapping, forensic surveying, and all phases of construction layout, from site grading, utilities, roads, buildings, and steel layout control. We use survey equipment, such as traditional electronic total stations, fully robotic instruments, and global positioning equipment (GPS) with real-time kinetic features, to handle the diverse and unique services our clients require. Additionally, FPA can utilize unmanned aerial vehicles (UAVs) and unmanned aerial systems (UAS) equipped with high-resolution cameras for photo and video feeds to mitigate traditional survey risks and improve efficiency.



Telecommunications Engineering and Design

FPA is a recognized leader in providing engineering services to the wireless communications industry. The diversity and experience of our staff allows projects to be designed and coordinated internally, providing our clients the convenience of "one-stop shopping". Our timely response, quality designs, and commitment to satisfaction have become our trademark in the industry.



Renewable Energy Resources

Renewable Energy Resources, such as solar energy, wind energy and hydro electric energy offset the continually escalating cost of power currently offered through utility companies and do so in an environmentally friendly way. FPA has the experience and knowledge necessary to assist our clients in taking advantage of renewable energy resources. FPA provides energy evaluations, energy audits and planning, commissioning and renewable energy solutions for residential, commercial, industrial and institutional clients. Our approach integrates both the technical and financial evaluation of a renewable energy installation to ensure a cost effective solution for your energy needs.

**EV Infrastructure**

As the demand for Electric Vehicle infrastructure increases in our region, successful planning and design requires a firm with strong local knowledge and an understanding of how the market is evolving.

Our dedicated professionals have experience managing, coordinating, and forecasting power design and delivery for a wide range of electric utility providers across the Eastern United States. We have decades of experience tackling the high-volume, data-driven projects, similar to the demands that exist in the EV infrastructure market. Whether performing an EV feasibility study, designing the installation of EV charging stations, or managing the transition of your fleet to EV, FPA's full-service team of multidisciplinary engineers, transportation planners, and landscape architects are at the forefront of this emerging market in our region, and we are ready to partner with you to bring your EV projects to fruition.

REFERENCES



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City of Elizabeth
50 Winfield Scott Plaza
Elizabeth, NJ 07201
908.820.4269

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Township Administrator
Township of Freehold
Freehold, New Jersey 07728
732.294.2121

John P. DuPont, PE, PP, CME
Dir. of Mun. Engineering & Public Works
Borough of Carteret
Carteret, New Jersey
732.541.3847

Brian J. Brach, PE, QPA
Executive Director
Manasquan River Regional SA
89 Havens Bridge Road
Farmingdale, NJ 07727
732.431.8185

Thomas D. Valenti
Director of Engineering & Public Works
City of New Brunswick
78 Bayard Street
New Brunswick, NJ 08901
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County of Monmouth
Hall of Records Annex
Freehold, NJ 07728
732.431.7760

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County Engineer
Hudson County Division of Engineering
Jersey City, NJ 07306
201.369.4340

Matthew J. Zahorsky, PE, CME
Director of Engineering and Planning
Township of Wall
Wall, NJ 07719
732.449.8444

Justin Yost, PE, CME
Township Engineer
Township of Howell
4567 US Highway 9
Howell, NJ 07731
732-938-4500 ext. 2320

Jason Gabloff
Township Administrator/CFO
Mendham Township
Brookside, NJ 07926
973.543.4555 ext. 215

Justin Flancbaum
Executive Director
Lakewood Township MUA
390 New Hampshire Avenue
Lakewood, NJ 08701
732.363.4422

Ronald Sendner, PE
County Engineer
County of Middlesex
75 Bayard Street
New Brunswick, NJ 08901
732.745.3000

Sen. Joseph Cryan
Executive Director
Middlesex County Utilities Auth.
2571 Main Street Extension
Sayreville, NJ 08872
732.721.3800

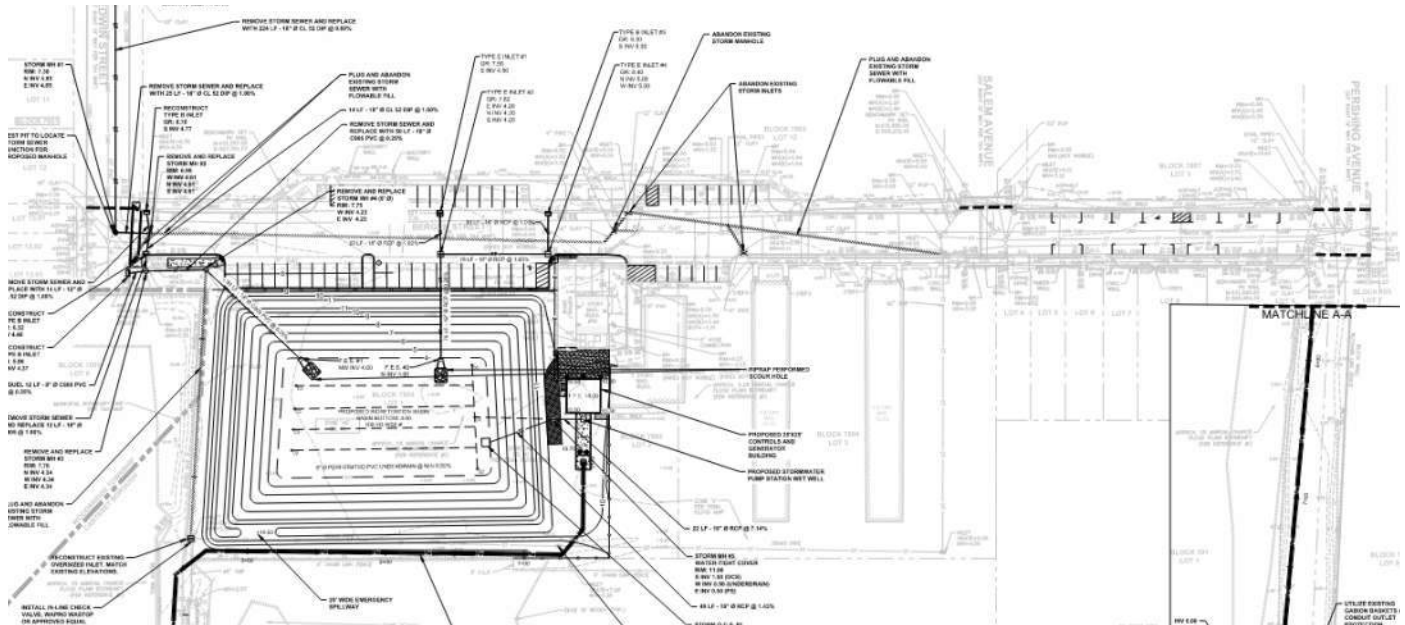
Earl Quijano, PE
Principal Engineer / Acting Exec. Dir.
Jackson Township MUA
135 Manhattan Street
Jackson, NJ 08527
732.928.2222

PARTIAL CLIENT LIST

Atlantic City Municipal Utilities Authority	NJ Turnpike Authority
Atlantic County	NJ Water Supply Authority
Atlantic County Utilities Authority	North Jersey District Water Supply Comm.
Bergen County	Ocean County
Bergen County Utilities Authority	Ocean County College
Borough of Carteret	Ocean County Vocational Tech School Dist.
Borough of Franklin	Passaic County
Borough of Netcong	Passaic Valley Water Commission
Borough of Sea Bright	PennDOT
Camden County	Port Authority of New York & New Jersey
Camden Redevelopment Agency	Rutgers, The State University of NJ
City of Camden	Somerset County
City of Elizabeth	South Jersey Port Corporation
City of Jersey City	Sussex County Engineering Department
City of New Brunswick	The College of New Jersey
City of Passaic	Toms River Municipal Utilities Authority
City of Paterson	Township of Allamuchy
City of Plainfield	Township of Brick
City of South Amboy	Township of Burlington
City of Trenton	Township of Cherry Hill
Cumberland County	Township of Chester
Delaware River Joint Toll Bridge Comm.	Township of East Brunswick
Delaware Valley Region Planning Comm.	Township of East Windsor
Essex County	Township of Freehold
Essex County Vocational Technical Schools	Township of Hardwick
Gloucester County	Township of Hope
Hudson County	Township of Howell
Hunterdon County	Township of Knowlton
Jackson Township MUA	Township of Lacey
Jersey City MUA	Township of Mendham
Jersey City Redevelopment Agency	Township of Middletown
Lakewood Township MUA	Township of Millburn
Long Branch Sewerage Authority	Township of Old Bridge
Manasquan River Regional Sewerage Auth.	Township of Parsippany-Troy Hills
Mendham Township Board of Education	Township of Pohatcong
Mercer County	Township of Princeton
Middlesex County	Township of Randolph
Middlesex County Utilities Authority	Township of Rockaway
Middlesex Water Company (& Subsidiaries)	Township of Toms River
Monmouth County	Township of Wall
Morris County	Union County
NJ American Water Co. (& American Water)	Veolia
NJ Department of Transportation	
NJ Dept. of Property Management & Const.	
NJ Infrastructure Bank	
NJ Sports & Exposition Authority	

Bergen Street Flood Mitigation Project

Carteret, New Jersey



French & Parrello Associates (FPA) has been retained by the Borough of Carteret (Borough) to assist on the Bergen Street Flood Mitigation Project, that received funding through the Resilient Communities Program administered by the NJ Department of Community Affairs (DCA). Bergen Street is a flood prone area in the Borough and is frequently blocked off to Traffic due to flooding from rainstorm events. As part of the project FPA proposed the construction of a stormwater basin with an outlet control structure to provide storage for stormwater runoff and convey overflow by a proposed stormwater pump station. The project also proposes improvements to the existing gravity stormwater collection system and outfall, dry flood proofing the existing sewage pump station, and roadway improvements.

Client

Borough of Carteret

Reference

John DuPont
Director of Municipal Engineering
732.541.3847
dupontj@carteret.net

Services

Grant Administration
Survey Services
Geotechnical Engineering Services
Environmental Services
Permitting Services
Civil Site Engineering
Process Mechanical Engineering
MEP Engineering
Structural Engineering

NHSA Combined Sewerage Overflow Long Term Control Plan

Hoboken, New Jersey



French & Parrello Associates (FPA) was retained by Hazen to perform consulting engineering services for the North Hudson Sewerage Authority (NHSA) in Hoboken in connection with the design and construction of improvements related to their Combined Sewerage Overflow Long Term Control Plan.

As flooding is an ongoing issue throughout Hoboken, NHSA began considering options which would achieve the target percentage capture of combined sewer overflows while also addressing flooding issues throughout Hoboken.

The combined sewer overflow improvements include a 1-million gallon below grade storage tank and pump station as well as approximately 8,000+ linear feet of new sewer interceptor pipe and a related pump station. The tank and 10-foot diameter interceptor pipe are planned to collect combined sewerage from the west side of Hoboken. The sewer and tank will transport the flow to a screening facility at the NHSA Wastewater Treatment Plant. The sewerage will be treated at the plant and discharged into the Hudson River.

Construction methods such as cut and cover and micro-tunneling are being considered for the construction of the sewer interceptor to be installed at depths ranging from 30 to 80 feet below Grand Street. Further assessments will be required for evaluating alternate interceptor routes and depths. The additional evaluations are necessary due to the significantly varying subsurface conditions present throughout Hoboken which include urban fills, soft compressible marine tidal marsh soil deposits and bedrock formations. The storage tank was constructed below grade, supported on pile foundations which were designed to resist the vertical loads of the tank structure and hydrostatic uplift forces. FPA performed geotechnical assessments, engineering consultation during construction and technical observations of various construction activities.

Client

Hazen

Reference

William Gettings, PE
Vice President
732.491.2811
wgettings@hazenandsawyer.com

Services

Geotechnical Engineering
Construction Observation

Jersey City Medical Center - Flood Wall

Jersey City, New Jersey



French & Parrello Associates (FPA) provided environmental services in connection with and to facilitate the construction of a Federal Emergency Management (FEMA) funded flood mitigation project at the Jersey City Medical Center (JCMC). The JCMC campus consists of a seven-story structure, encompassing 366,000 square-foot, and containing a 326-bed acute-care hospital and a three-story, 43,000-square-foot ambulatory care center on a nine-acre site. Due to the elevation of the JCMC Campus and location within a flood zone, funding was obtained from FEMA to construct a reinforced concrete perimeter flood wall with retractable barriers. To support the construction effort of the Flood Mitigation Wall, FPA conducted pre-construction soil and groundwater sampling to properly classify soil and groundwater for disposal. The results of the pre-construction soil and groundwater sampling were incorporated into a Materials Management Plan (MMP) and environmental bidding specifications utilized to assist Contractors in the project bidding process. Following the contract award, FPA provided environmental oversight to ensure displaced soil and groundwater were managed in accordance with State regulations, the MMP and bidding specifications.

Client

RWJ Barnabas Health

Reference

Ira Schlitt, VP of Project Management
Jersey City Medical Center
973.322.2445

Services

Environmental Services
Pre-Construction Waste
Characterization
Environmental Bidding Specifications
LSRP Services

Primary Consulting Engineer and Utilities Consultant

Freehold Township, New Jersey



French & Parrello Associates (FPA) serves the Township of Freehold as their primary consulting municipal engineer serving the Township Committee, Township Planning Board, Engineering, Utilities, Public Works, Parks, and Facilities Departments. The Township, which was incorporated in 1693 and was the location of the Battle of Monmouth in 1778 now is home to more than 36,000 residents who enjoy this wonderful community situated in Western Monmouth County.

FPA's team of Engineers, Environmental Scientists/LSRPs, Surveyors, GIS Technicians, Construction Managers and Inspectors, provide reliable, responsive, and dedicated professional services to help the Township meet their goals and objectives and protect the health, safety, and welfare of the Township's residents, business owners, and visitors. FPA helps the line departments evaluate their capital project needs and develop budgets. We routinely coordinate tasks and projects with Township Officials, the Business Administrator, Township Engineer, and Public Works, Facilities and Utilities Department Superintendents. Our team also provides Engineering compliance reviews and site inspection for site plans and subdivisions with focus on the proposed utilities. Our professionals provide scoping, help identify and secure funding assistance (loans/grants), provided technical evaluation and guidance, engineering design, regulatory permitting, assistance during public bidding, and routinely provide engineering services during construction on a variety of capital projects including: roadways, culverts/bridges, traffic signals, water supply inclusive of production wells, treatment plant upgrades, storage, and distribution; wastewater collection and conveyance; and stormwater management and compliance with the Township's NJDEP Tier A MS4 permit requirements; parks and recreation improvements; and buildings and facilities upgrades.

Our Lead Representative and Primary Consulting Engineer to the Township, Eric C. Betz, PE, BCEE, CME, (FPA's Vice President & Director of Infrastructure) provides support to the in-house Engineering and Utilities Departments and manages our team of professionals, to enable them to deliver challenging tasks and projects on time and on budget. Mr. Betz has served the Township in various capacities for over thirty years.

Client

Township of Freehold

Reference

Peter R. Valesi, PE
Township Administrator
732.294.2001

Matthew J. Bryant, PE, CME, CFM
Township Engineer
732.294.2071

Services

Municipal Engineering Services
Water and Wastewater
Civil / Site
Highway and Traffic
Environmental
Geotechnical
GIS
Landscape Architecture
Building Design
Water Resources
Construction Engineering
Surveying
Regulatory Permitting

Consulting City Engineer

City of New Brunswick, New Jersey



French & Parrello Associates (FPA) serves in the role of Consulting City Engineer for the City of New Brunswick, also known as the “The Hub City”, reporting to the City’s Director of Engineering and Public Works and the City Administrator. Our talented team of professionals led by Eric C. Betz, PE, BCEE, CME, City of New Brunswick’s Consulting City Engineer and FPA’s Vice President & Director of Infrastructure, provides Municipal Engineering support services to the City Engineering and Water Utility on a routine basis and we maintain weekly office hours in the City’s Engineering Department.

FPA’s team of diverse subject matter experts assist the City in managing and delivering tasks and projects under their day-to-day operations as well and with various capital projects necessary for the City’s complex and aged sanitary, water and stormwater systems, roadways, culverts, parks, buildings, and other municipal infrastructure. FPA provides on-call licensed land surveying support, design and drafting support, engineering design, environmental and regulatory permitting assistance, public bidding assistance, and construction phase engineering services inclusive of administration and inspection services. Our team assists with capital project planning, budgeting, and implementation.

Furthermore, we assist with review of developer applications for compliance with City, County, State, and industry standards and providing compliance inspections for Board applications and capital projects. This role affords us the opportunity to provide survey, engineering, environmental and construction management, and inspection services for this bustling city with a population of more than 55,000, which is also a commercial hub in central New Jersey and home to Rutgers, The State University of New Jersey, and several major hospitals, pharmaceutical companies, and is also known as one of the state’s and region’s leading hubs for research and innovation.

Client

City of New Brunswick

References

Michael K. Drulis, MPA
City Administrator
732.745.5007

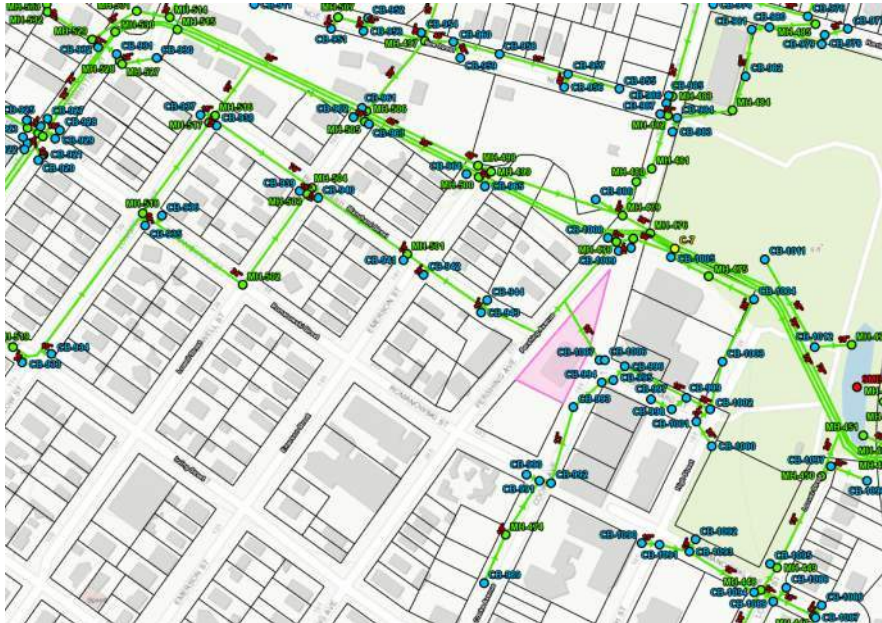
Thomas D. Valenti
Director of Engineering and Public Works
732.745.5056

Services

Municipal Engineering Services
Water and Wastewater
Civil / Site
Highway and Traffic
Environmental
Geotechnical
GIS
Landscape Architecture
Building Design
Water Resources
Construction Engineering
Surveying
Regulatory Permitting

Carteret MS4 Mapping

Carteret, New Jersey



French & Parrello Associates (FPA) was retained by the Borough of Carteret to help meet the New Jersey Department of Environmental Protection (NJDEP) New Jersey Pollution Discharge Elimination System (NJPDES) MS4 Tier A permit requirements. To ensure compliance, the MS4 permit mandates a comprehensive asset inventory of the municipal stormwater system. FPA was tasked with creating this inventory, covering the location and mapping of critical stormwater infrastructure such as outfalls, groundwater discharge points, interconnections, inlets, stormwater manholes, conveyance systems, pump stations, and other facilities.

Working with an existing stormwater inventory provided by the Borough, FPA employed ArcGIS Field Maps alongside web mapping applications deployed within ArcGIS Enterprise. Through this technology, FPA mapped 39 miles of conveyance, 1,413 inlets, 20 outfalls, 16 groundwater discharge points, 7 stormwater basins, 8 culverts, and 608 manholes. This detailed mapping effort is a vital step towards the Borough of Carteret's compliance with the MS4 permit requirements.

Client

Borough of Carteret

Reference

John P. DuPont, PE, CME, PP
Director of Municipal Engineering
732.541.3847
dupontj@carteret.net

Services

NJDEP MS4 Compliant Mapping
GPS Data Collection
Field Data Collection
Inspection Services
Web Mapping Application Development
Asset Management

Primary Municipal Engineering and Wastewater Consultant

Carteret Borough, New Jersey



French & Parrello Associates (FPA) serves as the Borough of Carteret’s primary Municipal Engineering and Utilities Consultant for this energized and redeveloped community of over 20,000 people. Once a mecca for heavy industrial and commercial operations, the community has been transformed and redeveloped into a center for entertainment, community engagement, and is prime location to raise a family, which is conveniently located in the Northeast and close to NYC and North Jersey communities.

FPA helps the Borough evaluate, upgrade, and maintain their 100+ miles of storm and sanitary sewer including the Borough’s nine (9) sewage and stormwater pump stations. FPA’s team of professionals led by Client Manager and primary Consulting Engineer, Eric C. Betz, PE, BCEE, CME, helps the in-house Director of Municipal Engineering and Public Works handle the day-to-day municipal engineering activities, including budgeting, capital improvements, funding assistance, and coordination with Borough Officials and other Departments. FPA is responsible for helping the community design and construct various capital improvements including replacement of five of the seven sewage pumping stations, construction of a sanitary relief sewer, infiltration/inflow studies, sewer rehabilitation projects removing hundreds of illegal sanitary connections from the Borough’s storm sewer system and reducing inflow and infiltration, and has helped deliver numerous public works projects, environmental remediation programs as well as park and recreation projects.

We have helped coordinated with State and Federal agencies on behalf of the Borough, resulting in nearly \$13 million in grant monies to help perform infrastructure improvements. Our lead representative, Mr. Betz has served the Borough as their consulting engineer and primary wastewater consultant for over three decades.

Client

Borough of Carteret

Reference

The Honorable Daniel J. Reiman
Mayor, Borough of Carteret
732.541.3807

John P. DuPont, PE, PP, CME
Director of Municipal Engineering &
Public Works
732.541.3847

Services

Municipal Engineering Services
Water and Wastewater
Civil / Site
Highway and Traffic
Environmental
Geotechnical
GIS
Landscape Architecture
Building Design
Water Resources
Construction Engineering
Surveying

Central Avenue Roadway Improvements

Jersey City, New Jersey



FPA provided design and construction administration/inspection services for a redesign of the streetscape improvements within Jersey City's Central Avenue Special Improvement District.

The project includes the milling/resurfacing of the existing roadway, installation of new traffic signing and striping, minor drainage improvements, removal of existing concrete sidewalk and curbing, installation of new decorative concrete sidewalk and curbing, installation of ADA compliant curb ramps, and installation of streetscape measures such as tree pits, street trees, benches and a new ornamental lighting system.

The project was funded through both the City's capital budget and the NJDOT Municipal Aid Program. As a result, FPA also assisted the City in organizing and managing the administrative requirements of the NJDOT Office of Local Aid.

The project was a recipient of the 2023 ACEC NJ Small Project Honor Award.

Client

City of Jersey City

Reference

Barkha Patel, AIC
Jersey City Director of Infrastructure
201.547.5021

Completion Date

2022

Services

Roadway/Sidewalk Design
Topographic Survey
Lighting Design
Utility Coordination
Construction Administration and Inspection

Creek Road Roadway Elevation

Toms River, New Jersey



The Township of Toms River is mostly located on the mainland and a small portion on the barrier island, with the Barnegat Bay separating the two. The Township has many low lying neighborhoods located close to the Bay which have been exhibiting frequent roadway flooding from groundwater fluctuations caused by the rise in tide. The Township identified that Creek Road consistently flooded from water bubbling out of the existing storm grates. The flooding impacted the accessibility of the roadway, preventing residents from accessing their properties. Creek Road was elevated by approximately 12-inches and transitioned to original grade at the project limits. The adjacent side streets and neighboring properties were adjusted to accommodate the elevation. Additional storm sewer upgrades were required to aide in surface runoff collection. The design was carefully planned to limit the impact and associated inconvenience to the adjacent residents and their properties. FPA prepared all construction design documents and cost estimates for this project.

Client

Township of Toms River Engineering Department

Reference

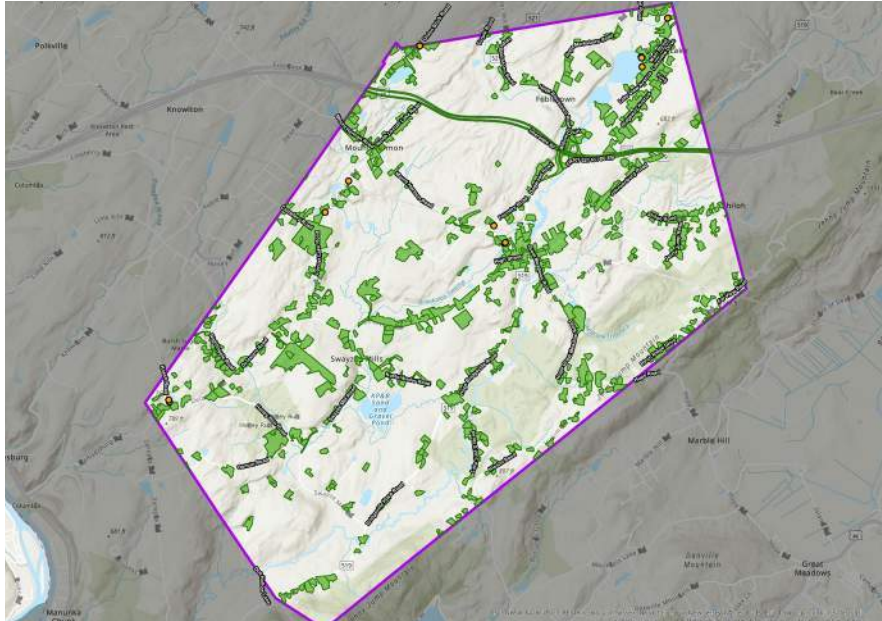
Robert Chankalian, PE
Township Engineer
732.341.1000

Services

Topographic Survey
Site/Civil Engineering
Landscape Architecture
Geotechnical Engineering
Permitting

Hope Township – Tier A Stormwater Compliance

Hope Township, Warren County, New Jersey



French & Parrello Associates (FPA) was retained by Hope Township to advance their stormwater management from a Tier B to the Tier A stormwater permit requirements. Our services included:

- Updating the Town's Stormwater Pollution Prevention Plan
- Inspection & Maintenance Mapping
- Annual Employee Training
- Mapping of Recorded Private Storm Facilities
- Stormwater Ordinance Guidance
- Local Public Outreach Material
- Updating the Municipal Stormwater Management Plan
- Stormwater System Mapping
- Watershed Improvement Plan (Phase 1)

FPA has successfully GIS mapped the town's stormwater system, ensuring all components are in place for the Watershed Improvement Plan. Utilizing NJDEP's latest template, we have updated the Town's SPPP to meet all Tier A requirements. FPA provided a tailored employee training to DPW operations and requirements for stormwater system, ensuring that they received all relevant information to their town. FPA created several maps including, Inspection and Maintenance scheduling maps for inlets and outfalls, and a street sweeping map showing the frequency of how often the roads should be swept per the minimum requirements of Tier A. Additionally, FPA has provided local public outreach material to assist with reaching Public Outreach Education requirements.

Client

Township of Hope

Reference

Don Whitmore
Director of DPW
908.459.4303

Services

Stormwater Management
GIS Mapping
Municipal Engineering

MLK Jr. Boulevard Complete and Green Streets

Trenton, New Jersey



The City of Trenton selected French and Parrello Associates (FPA) to perform a complete and green streets planning, placemaking, design, engineering, and reconstruction of Martin Luther King (MLK) Junior Boulevard between Pennington Avenue and Calhoun Street and reconstruction of Southard Street between Calhoun Street and Brunswick Avenue located in the City of Trenton, Mercer County, New Jersey. FPA's responsibilities include the engineering, design, and implementation of infrastructure improvements that adhere to Complete and Green Streets principles, with a focus on creating safer, more accessible, and sustainable streetscapes.

The FPA team is actively working on implementing traffic calming measures, ADA-compliant pedestrian facilities, and upgraded traffic signals to optimize safety and flow for all users. Streetscaping enhancements, such as tree planting, decorative lighting, and rain gardens, are being incorporated to address stormwater management, improve aesthetics, and reduce urban heat. Additionally, FPA is addressing critical roadway deficiencies through milling, grading revisions, base repairs, and drainage system upgrades, ensuring the long-term durability and usability of the corridors. This ongoing project will bring lasting improvements to Trenton's streets and set the standard for future urban infrastructure projects.

As part of this effort, FPA performed a Road Safety Audit (RSA) in accordance with FHWA procedures to qualitatively estimate and report on potential road safety issues and identify opportunities for improvements in safety for all road users.

Community outreach and stakeholder coordination is a critical element of this project. A detailed public outreach plan was developed to incorporate feedback of the public and stakeholders in the design which includes website design, interactive online survey, development of flyers and postcards, in addition to a mixture of in-person, virtual outreach meetings.

Client

City of Trenton

Reference

Carlos Minazapelli
Interim Director: Health & Human
Services
609.989.3332
cminacapelli@trentonnj.org

Services

Traffic Engineering
Surveying
Environmental Services
Landscape Architecture
Construction Management
Green Infrastructure Design
Planning
Placemaking
Roadway Engineering
Stormwater Management & Drainage
Design
Streetscape Design
Traffic Signal Design
Community Outreach and Public En-
gagement

Roadway Improvements to Station Avenue

Township of Gloucester, New Jersey



The County of Camden selected French & Parrello Associates (FPA) to provide Engineering Design services for Roadway Improvements to Station Avenue (County Route 682) in the Township of Gloucester, Camden County, New Jersey. FPA's responsibilities include Permitting and Coordination, Pavement Design, ADA Compliance, and Stormwater Management and Drainage Design.

FPA evaluated the current pavement conditions along the road to identify areas of deteriorated asphalt and prepare a pavement analysis report. Pedestrian facilities were upgraded as needed and were made ADA compliant to optimize safety and flow for all users. Stormwater management and drainage design were incorporated to upgrade existing pipes and ensure all inlets and manholes meet NJDEP's Best Management Practices. This project will bring lasting improvements and improved accessibility to the surrounding community.

Client

Camden County

Reference

James Winckowski
Camden County Engineer
856.566.2974
James.Winckowski@camdencounty.com

Services

Roadway Design
Permitting and Coordination
Pavement Design
ADA Compliance
Stormwater Management
Drainage Design

Passaic City Road Programs

Passaic City, NJ



FPA is providing design and construction management services to the City of Passaic for a variety of roadway resurfacing programs funded by NJDOT Municipal Aid and Local Transportation Projects Fund (LTPF) grants. These projects include the City's 2021, 2022 and 2024 Municipal Aid funded projects as well as a 2023 LTPF funded project, and total approximately 4.20 miles of roadway improvements. These projects also include the upgrading of curbing, sidewalks and curb ramps for ADA compliance, drainage structures for integrity and compliance with NJDEP standards, the resurfacing of roadways, and the upgrading of traffic signing and striping throughout the project limits. Plans, specifications, and estimates are prepared in compliance with all NJDOT and local standards. FPA assisted the City with bid analysis prior to the award of a construction contract, and performed reviews of all required construction submittals, schedules, RFI's, change order requests, and payment applications. FPA is also providing part-time construction inspection services to verify all work was completed in accordance with the approved contract documents. FPA is also assisting the City in preparing all documents required by the NJDOT PMRS system to ensure prompt reimbursement of grant funds.

Client

City of Passaic

Reference

Yasseen Saad, PE
City Engineer
973-365-5624
ysaad@cityofpassaicnj.gov

Services

Roadway Design
Drainage Design
Construction Inspection & Construction Management

Washington Avenue Roadway Elevation

Toms River, New Jersey



The Township of Toms River is mostly located on the mainland and a small portion on the barrier island, with the Barnegat Bay separating the two. The Township has many low lying neighborhoods located close to the Bay which have been exhibiting frequent roadway flooding from groundwater fluctuations caused by the rise in tide. The Township identified that a portion of Washington Avenue consistently retained water along the edges of the roadway. Safety was a concern as vehicular traffic travels at a higher posted speed limit on this roadway. Washington Avenue was elevated by approximately 12-inches and transitioned to original grade at the project limits. The adjacent side streets and neighboring properties were adjusted to accommodate the elevation. Additional storm sewer upgrades were required to aide in surface runoff collection. The design was carefully planned to limit the impact and associated inconvenience to the adjacent residents and their properties. FPA prepared all construction design documents and cost estimates for this project.

Client

Township of Toms River Engineering Department

Reference

Robert Chankalian, PE
Township Engineer
732.341.1000

Completion Date

2017

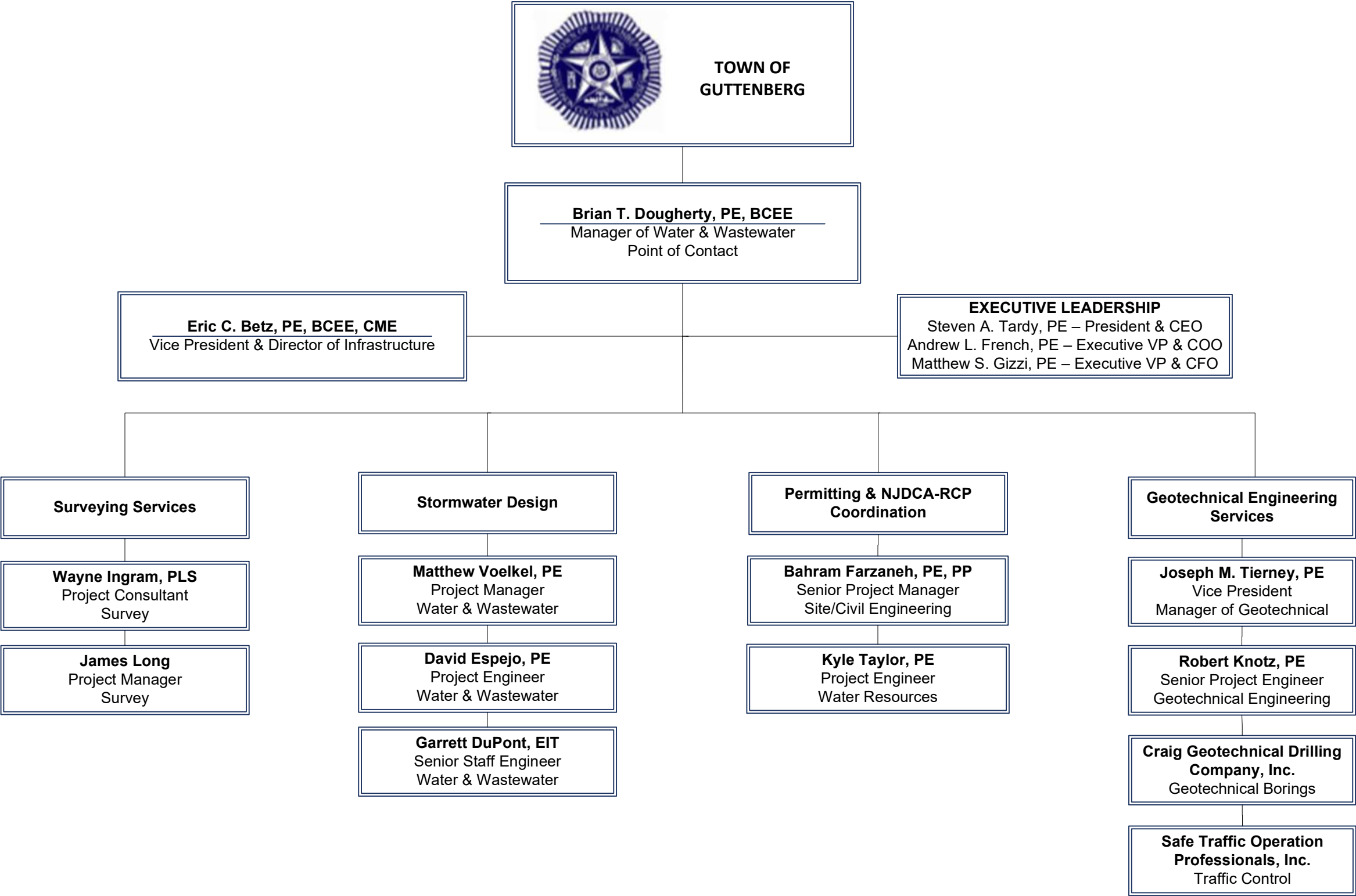
Services

Topographic Survey
Site/Civil Engineering
Landscape Architecture
Geotechnical Engineering
Permitting



Section 4

Project Team





Eric C. Betz, PE, BCEE, CME

Vice President

Director of Water & Wastewater

Mr. Betz, who has recently joined FPA as Vice President and Director of Water & Wastewater services, has over 30 years of experience providing consulting engineering services to local governments, municipal and regional utilities authorities, counties, water companies, state agencies and private clients. His primary area of expertise is in water and wastewater engineering however he has well-rounded experience profile having worked across other sectors including transportation, built environment and energy.

Career Snapshot

- Over 30 years of experience

Education

- MS, Civil/Environmental Engineering, Rutgers University
- BS, Civil/Environmental Engineering, Rutgers University

Registrations / Licenses

- Professional Engineer: NJ
- Certified Municipal Engineer: NJ
- Board Certified Environmental Engineer (W/WW)

Affiliations

- American Academy of Environmental Engineers & Scientists (AAEES)
- American Council of Engineering Companies (ACEC)
- American Society of Civil Engineers (ASCE)
- American Water Works Association (AWWA)
- New Jersey Society of Municipal Engineers (NJSME)
- Utility and Transportation Contractors Association of NJ
- Rutgers University SOE CEE Industry Advisory Board
- Columbia University School of Engineering CBIPS, Board Member

While working for his former employer, Mott MacDonald (f/d/b/a Hatch Mott MacDonald and E.T. Killam Associates), where he worked for 29 years, he has designed, managed and provided oversight for infrastructure projects of varying magnitudes and levels of complexity. Mr. Betz, most recently served as Senior VP and Principal, where he was Development Manager for US Northeast Region, which included approximately 800 staff working in 15 offices spanning from New England to DC Metro area and westward to Cleveland, OH, Pittsburg, PA, Buffalo, NY and Chicago, IL. He was responsible for developing business strategy and growth objectives for this region. Mr. Betz routinely tracked hundreds of active opportunities with an aggregate gross revenue value of between \$500m and \$1B (pipeline of work). He was responsible for supporting sector and practice leaders, and commercial managers, and promoted internal and external collaboration to deliver major, innovative, critical infrastructure projects.

Over his three plus decades in the industry, he has served public agencies (municipalities, counties, states, federal, utility authorities, transportation authorities) as well as private clients across many industries. Mr. Betz has successfully assisted clients with identifying and receiving funding through various local, state, and federal programs to help them deliver their capital programs. He has been responsible for advisory, planning, permitting, designing, and providing construction phase engineering services for numerous critical infrastructure improvement projects throughout the region that are in use today, benefitting the health, safety, and welfare of the public. He was an integral part of the management team for their North American business unit and served on internal committees including the Business Ethics and Compliance, and Corporate Social Responsibility Committees, and was the North American representative on MM's Global Thought Leadership Working Group. He was the regional liaison with MM's Digital Ventures division seeking opportunities to collaborate and invest in businesses that have developed innovative products in the digital and/or technology space.

Master Plan and Near-Term Program Planning, JFK International Airport, Port Authority of New York and New Jersey (PANYNJ)

Queens, New York

Lead for sustainability/resilience and utilities for the redevelopment of the airport into a unified world-class operation, including increasing capacity by approximately 65%. The project includes master planning for a 100 million passengers per annum (mppa) for JFK in 2050, and program planning \$18 billion of near-term developments. The project includes existing conditions assessment, forecast review, master planning across the whole airport estate, conceptual design for key elements, and governance advice for PANYNJ.

SuperStorm Sandy Route 35 and 36 Emergency Reconstruction, New Jersey Department of Transportation (NJDOT)

Ocean County, New Jersey

Principal-in-Charge/Project Director responsible for the assessment, design, construction inspection, and construction support services for the emergency response and reconstruction of the roadways, intersections, and embankments along 12 miles of the Route 35 corridor, the county's main thoroughfare, following SuperStorm Sandy. The storm surge cut through the Barnegat Peninsula, causing three significant breaches of Route 35, destroying critical utilities, and creating hundreds of sinkholes and washouts on the state highway system and local roads. Within 10 weeks, roadway and utility repairs were completed. Worked closely with the NJDOT, project stakeholders, and various contractors to manage the \$50 million emergency reconstruction efforts. Led daily coordination meetings with contractors, utility companies, and local officials to expedite the reconstruction of the utilities and roadway structures. Managed and coordinated the mobilization of 74 staff for the evaluation, design, construction management and inspection, and development of Federal emergency documentation for two of the three breaches and all sinkholes and washouts along Route 35 involving approximately 90 work sites. Similar services were required along Route 36. The NJDOT received recognition from the Governor for its prompt and diligent response and restoration of the State's infrastructure, allowing residents and business owners to access their properties.

Interstate I-287 Emergency Reconstruction, New Jersey Department of Transportation

Morris County, New Jersey

Principal-in-Charge responsible for design and construction support services for the emergency reconstruction of the roadway and embankment in response to damage from Hurricane Irene. The rising waters of the Rockaway River caused severe erosion of the embankment supporting I-287, a major, six-lane arterial highway. The right asphalt shoulder of the northbound roadway was washed away, and the right travel lane was severely undermined. The need to protect the remaining embankment of I-287 was paramount to prevent a progressive collapse of the remaining embankment and roadway. Worked closely with NJDOT and their On-Call Contractor to complete this critical reconstruction and reopen the northbound roadway to traffic. Round the clock operations started Monday morning August 29, 2011, and the entire roadway was open for the morning rush hour on September 1, 2011. (2011)

Steel Sheet Pile Sea Wall, Federal Highway Authority/NJ Department of Transportation/NJ Department of Environmental Protection (FHWA/NJDOT and NJDEP)

Mantoloking Borough and Brick Township, New Jersey

Project Director responsible for managing the design and construction phase engineering services teams for an 18,500 lf steel sheet pile sea wall along the Atlantic coastline. The \$26 million project was undertaken as a resiliency feature for proposed USACE beach fill, and presently serves as interim primary coastline protection. The project included wave and scour analysis, marine grade geotextile fabric overwash apron, return walls, and dune reconstruction. Assisted the primary client and stakeholders with funding program (FHWA and NJDEP) coordination and compliance.

Consulting Engineering Services, NJ Environmental Infrastructure Trust Fund (NJEIT) Pools 1, 2, and 3, NJEIT/NJ Department of Environmental Protection (NJDEP)

Trenton, New Jersey

Program Director responsible for consulting engineering contract that includes three distinct pools of consulting engineering and program management services. Pool #1 involves Redevelopment Project Set-Aside, SAIL Program, and Combined Sewer Overflow (CSO) Abatement Projects support. Pool #2 involves Green Infrastructure/Long Term Control Plans (LTCPs) and preparation of the Guidance Manual for the State of New Jersey. Pool #3 involves H2LOans Software application review. Supervised the preparation of the draft Guidance Document for Evaluating Green Infrastructure as a CSO Control Alternative for LTCPs, which has been submitted to the NJEIT/NJDEP for review and adoption.

Emergency Storm Sewer Rehabilitation, New Jersey Department of Transportation (NJDOT) Emergency On-Call Infrastructure Repairs, IEW Construction Group

Maple Shade, New Jersey

Project Manager and Supervisor responsible for the design of point repairs along a deteriorated 54-inch diameter 15-foot deep corrugated metal pipe (CMP) storm sewer aligned perpendicular to State Highway Route 73 South. Design incorporated repairs to pipeline directly adjacent to a commercial building. The project included the design of a pipeline rehabilitation procedure via slip-lining the entire 400-lf span of CMP storm sewer and new headwall system.

Emergency Headwall and Culvert Rehabilitation, New Jersey Department of Transportation (NJDOT) Emergency On-Call Infrastructure Repair Contract, IEW Construction Group

Wantage, New Jersey

Project Manager and Supervisor responsible for the design of the new storm culvert headwall, beam guide rail, and partial culvert rehabilitation situated along State Highway Route 23.

Embankment Failure Repair, New Jersey Department of Transportation (NJDOT) Emergency On-Call Infrastructure Repair Contract, IEW Construction Group

Hopewell, New Jersey

Project Manager and Supervisor responsible for the design of embankment repair and stabilization along State Highway Route 29 adjacent to the Delaware and Raritan Canal. The project included reconstruction of the highway section and installation of new beam guide rail.

Emergency Storm Culvert Rehabilitation/Replacement, New Jersey Department of Transportation (NJDOT) Emergency On-Call Infrastructure Repair Contract, IEW Construction Group

Haddon Heights, New Jersey

Project Manager and Supervisor responsible for design of the rehabilitation and replacement of approximately 920 lf of a 144-inch x 96-inch plate arch corrugated metal pipe (CMP) storm culvert within the I-295 right-of-way, in proximity and parallel to the roadway noise barrier.

Emergency Delaware and Raritan Canal Embankment Repair (Port Mercer), New Jersey Water Supply Authority, IEW Construction Group

Lawrence Township, New Jersey

Project Manager and Supervisor responsible for design, construction management, and inspection services on an emergency basis for the repair and stabilization of a 150-lf embankment breach and 1,000 lf of finger dike breach and slope scour repairs and stabilization required following Hurricane Irene.

Emergency Delaware and Raritan Canal Embankment Repair, New Jersey Water Supply Authority, IEW Construction Group

Stockton, New Jersey

Project Manager and Supervisor responsible for design and construction management services on an emergency basis for embankment breach repair and stabilization required following Hurricane Irene.

SuperStorm Sandy Recovery Beach System Resiliency Improvements

Mantoloking Borough, New Jersey

Project Director responsible for oversight and management of the design of the Borough's coastal activities and Planning Board actions to address devastation of the community following SuperStorm Sandy. The project includes approximately 25% of the Borough's residences, as well as 2.2 miles of beachfront and 3 miles of bay front storm and flood damage.

Water and Sewer Improvements Program – Phase 2: Water Distribution and Sanitary Sewer Upgrades (Contract No. 1)

Keyport Borough, New Jersey

Principal-in- Charge responsible for the construction of water distribution and sanitary sewer improvements funded through the USDA-RD program. Water improvements included the installation of 3,200 lf of 8- inch diameter ductile iron pipe (DIP) water mains, 1,300 lf of copper water services, associated water system valves, and fire hydrants. Sanitary sewer improvements included repairs to the aging and deteriorated sewers, manholes, and service laterals, including closed-circuit television (CCTV) inspection and cleaning of approximately 5,500 lf of 6-inch to 8-inch diameter sewer main, cured-in-place (CIPP) lining of 3,000 lf of 6-inch to 8-inch diameter sewer mainlines and associated air testing and grouting, sealing and rehabilitating sanitary sewer manholes, installation of 1,100 lf of 8-inch diameter PVC sewer main, 2,700 lf of 6-inch diameter PVC sewer laterals, and precast concrete manholes.

Water and Sewer Improvements Program – Phase 2: Water Meter Replacements (Contract No. 2)

Keyport Borough, New Jersey

Principal-in-Charge responsible for the design and construction administration for the replacement of all 2,500 residential and commercial meters within the service area, including the installation of infrastructure and networks required to remotely read and monitor the meters, and managed services to collect, store, and transmit meter readings. This project is funded through the USDA-RD program.

Water and Sewer Improvements Program – Phase 2: Elizabeth Street Standpipe Demolition (Contract No. 3)

Keyport Borough, New Jersey

Principal-in-Charge responsible for the decommissioning and demolition of a 293,000-gallon riveted steel standpipe (c. 1896) and restoration of the site. Demolition work included existing water distribution piping, vaults, and associated electrical panels. The project was funded through the USDA-RD program.

Historic Streetscape Improvements

Allentown Borough, New Jersey

Principal-in-Charge responsible for completion of the design of the streetscape and business district beautification project, which included new brick paver sidewalk improvements along Main Street/County Route 524/539 with new tree pits, decorative lighting, benches, trash receptacles, and bicycle racks. The project also included the design, grading, and layout of a new off-street municipal parking lot with retaining walls. Maintained close coordination with the Borough, Monmouth County Engineering Department, Freehold Soil Conservation District, NJDEP, the State

Historic Preservation Commission, and PSE&G, as well as the funding agencies for the project, including NJDOT Local Aid District Office and Monmouth County Community Development Block Grant (CDBG) Office.

Special Projects Engineer and Water and Sewer Consultant

Wall Township, New Jersey

Township's Special Projects Consultant and Water and Sewer Engineer responsible for reviewing water and sewer system extensions and proposed improvements for developer applications for compliance with Township and industry standards. Provide general consulting services on the municipal water and sewer infrastructure. Assist the Township in planning and budgeting of capital projects as required.

General Municipal, Water, and Sewer Consultant

Keyport Borough, New Jersey

Borough's Water and Sewer Engineer responsible for reviewing water and sewer system extensions and proposed improvements for developer applications for compliance with Borough and industry standards. Provide general consulting services on the municipal water and sewer infrastructure, including budgeting, planning, and implementing capital improvements.

Municipal Engineering Services

Allentown Borough, New Jersey

Borough Engineer and Planning/Zoning Board Engineer responsible for providing day-to-day municipal engineering services such as, annual budgeting for capital improvements, funding assistance, design, permitting, and implementation of capital improvements related to municipal roads, parks and recreation facilities, water production, treatment, distribution, and storage facilities, wastewater collection, conveyance, and treatment systems, and stormwater management.

Municipal Engineering and Wastewater Consultant

Carteret Borough, New Jersey

Assistant Borough Engineer from 1998 to early 2001, responsible for a community of over 20,000 people with heavy industrial and commercial operations and 100 miles of storm and sanitary sewer. Handled the day-to-day municipal engineering activities, including budgeting, capital improvements, funding assistance, and coordination with Borough Officials, the Administrator, and the Public Works and Sewer Departments, and presented a status report at bi-weekly Council Agenda Meetings. Responsible for various capital improvements including replacement of four of the seven sewage pumping stations, construction of a sanitary relief sewer, infiltration/inflow studies, and sewer rehabilitation projects removing hundreds of illegal sanitary connections from the Borough's storm sewer system and reducing inflow and infiltration. Coordinated with State and Federal agencies on behalf of the Borough, resulting in nearly \$3 million in grant monies to perform infrastructure improvements. Currently serving as the Borough's Wastewater Consultant.

Municipal Engineering Services

Chatham Borough, New Jersey

Assistant Borough Engineer responsible for providing municipal engineering services and assistance to the Borough on an as-needed basis related to budgeting, planning, funding assistance, capital improvement projects involving water, roadway, streetscape, and stormwater improvements, and professional review for the Borough Planning and Zoning Boards.

Municipal Engineering Support Services

Warren Township, New Jersey

Assistant Borough Engineer responsible for providing design and construction support services to the in-house Municipal Engineer. Assist with budgeting, funding, permitting, and capital improvement projects. Attended public meetings as required.

Town Center Revitalization

Carteret Borough, New Jersey

Supervisor responsible for the design, permitting, and construction of the Borough's new Town Center area, consisting of various streetscape, landscape, and aesthetic improvements. The project involved closure of a municipal street to include in the Town Center area and was funded through the Urban Enterprise Zone grant program.

Above Ground Storage Tank (AST) and Fuel Management System

Carteret Borough, New Jersey

Supervisor responsible for the design, permitting, and removal of various underground storage tanks (USTs) at three sites, as well as the installation of a new AST and fuel management system at the Borough Public Works Garage.

Department of Public Works (DPW) Fueling System Upgrade

Freehold Township, New Jersey

Project Director responsible for the investigation, design, permitting, bidding, and construction phase services for a new aboveground storage tank (AST) and replacement of the existing fueling system to address long term needs, past contamination problems, and remediation issues associated with fuel management. The project included soil contamination remediation and underground storage tank (UST) closure activities.

Perimeter Flood Wall, Passaic Valley Sewerage Commission (PVSC)

Newark, New Jersey

Project Director responsible for the review and QA/QC support for the design and construction administration phases for the design and construction of a perimeter flood wall to protect the largest wastewater treatment plant in the state. The 330 MGD plant was severely impacted by flood waters from the Passaic River during SuperStorm Sandy. This project includes concrete and steel sheet pile walls designed to handle wave action, overwash, the anticipated effects of sea level rise, and other considerations. The \$90 million FEMA-funded project features complex geotechnical, structural, and utility design.

Hazard Mitigation Grant Program Applications

Various Municipalities, New Jersey

Project Director responsible for supervising the preparation and submittal of applications for funding assistance through the Hazard Mitigation Grant Program (HMGP) Local Projects, which is administered through the New Jersey Office of Emergency Management and funded through the Federal Emergency Management Agency (FEMA). Project applications have been submitted and funding approval received for the installation of a permanent emergency standby generator at a Department of Public Works facility, wastewater treatment plant, and water treatment plant, and the purchase of mobile generators and associated electrical upgrades for multiple sanitary sewer pump stations.



Brian T. Dougherty, PE, BCEE

Senior Project Consultant | Manager of Water & Wastewater

Mr. Dougherty has more than 28 years of extensive experience in the water and wastewater sector and has designed and managed hundreds of utility and infrastructure projects. His experience includes providing consulting engineering services to local governments, municipal and regional utility authorities, counties, private water companies, state agencies and private clients.

Mr. Dougherty's experience includes the design, permitting, and construction management of a variety of water and wastewater infrastructure. This project experience has included water supply wells, water treatment plants, transmission and distribution mains, and water storage tanks as well as gravity sewer replacements and extensions, sewage pump stations and force mains, and wastewater treatment. He has completed projects involving specialized pipeline designs including horizontal directional drill installations, jack-and-bore and micro-tunnel crossings of critical infrastructure, and pipeline rehabilitation using various techniques. His facility project experience includes new construction, retrofits, and rehabilitation of plant facilities of varying ages, conditions, and capacities. He has also worked on several design-build projects in the role of lead designer and design-build team leader.

Mr. Dougherty has developed condition assessments of water and wastewater facilities and infrastructure. His experience includes feasibility studies and assessments to identify necessary upgrades to water and wastewater infrastructure to meet future conditions. His planning experience includes water and sewer master planning efforts that have included demand and build-out projections and the development of and analysis using hydraulic computer models.

Mr. Dougherty has successfully assisted clients with identifying and receiving funding through various local, state, and federal programs to help them deliver their capital programs, including the NJ State Revolving Fund (iBank), USDA Rural Development and other regional programs.

A licensed engineer in multiple states and a board-certified environmental engineer, Mr. Dougherty has managed water and wastewater engineering departments at other consulting firms during his professional career. As the Water & Wastewater Discipline Manager at FPA, Mr. Dougherty provides managerial direction and supervisory control to develop, manage, promote, and integrate all aspects of the department's operations to meet client needs and achieve department and firm objectives.

Career Snapshot

- Over 28 years of experience

Education

- BS, Civil & Environmental Engineering, Rutgers University
- MS, Civil & Environmental Engineering, Rutgers University

Registrations / Licenses

- Professional Engineer: NJ, NY, PA
- Board Certified Environmental Engineer (W/WW)

Affiliations

- American Water Works Association
- NJ Water Environment Association
- American Academy of Environmental Engineers & Scientists



New Jersey American Water – Sunset Road Area Sewer

Lakewood Township, New Jersey

Project manager for the design, permitting, construction management and resident inspection of approximately 7,200 feet of 18-inch to 36-inch sanitary sewer. The design effort included NJDEP TWA, CAFRA and Ocean County SCD permitting.

Borough of Keyport – Water and Sewer Improvements Program – Phase 2

Keyport Borough, New Jersey

Project Engineer for the design, permitting, and construction management of water distribution and sanitary sewer improvements funded through the USDA-RD program. Water improvements included installation of 3,200 linear feet of 8-inch water main replacements. Sanitary sewer improvements included rehabilitation of 3,000 feet of mainline sewer using cured-in-place (CIPP) lining and replacement of 1,100 feet of 8-inch sewer main, 2,700 linear feet of 6-inch diameter PVC sewer laterals, and precast concrete manholes.

New Jersey American Water – Vine Avenue Sewer Upgrades – Phase 1&2

Lakewood Township, New Jersey

Project Manager for the design, bid, and construction management of 7,200 feet of 18-inch interceptor sewer. The project permitting included NJDEP Treatment Works Approval, Ocean County Soil Erosion, and NJDEP CAFRA permitting.

Private Client – Town Center Road Sanitary Sewer Improvements

East Windsor, New Jersey

Project director for the design and permitting of approximately 7,500 feet of 24-inch relief sewer project and 1,000 feet of 16-inch force main. Project included the design of jack and bore installations to cross a Mercer County roadway and state highway. The project also included improvements to a pump station to upgrade the influent channel with new grinders. Permitting efforts included NJDEP TWA, freshwater wetlands, NJDOT utility opening and Mercer County road opening permits.

New Jersey American Water – Mount Ephraim 2nd Avenue Lift Station Upgrades

Borough of Mount Ephraim, New Jersey

Project director for route evaluation, design, permitting, bidding and construction administration of replacement of submersible sewage pump station as well as approximately 1,300 feet of 8" and 12" gravity sewer replacements, 3 individual grinder pump stations with 960 feet of 2" force main, and approximately 3,400 feet of 10" force main. Permitting included NJDEP Treatment Works Approval, Camden County Soil Erosion, local and county road opening permits, Conrail permitting, and local planning board approval. Route evaluation included two gravity sewer alignment alternatives to allow for the abandonment of an existing sewer in environmentally sensitive areas and three force main alignment alternatives.

New Jersey American Water, 2023 Ocean City Sanitary Sewer Improvements

Ocean City, New Jersey

Project director for design, permitting, and construction management of 7,600 feet of 36-inch water transmission main to replace existing prestressed concrete cylinder pipe (PCCP) main in three phases. The project included easement acquisition, pipeline rehabilitation at two existing railroad crossings, and a new jack-and-bore crossing of a state highway. Project permitting included Conrail Pipeline Occupancy, NJDOT Utility Opening permit, local and county road opening permits, and soil erosion control permitting.



New Jersey American Water – Route 9 Sewer Rehabilitation Program

Lakewood Township, New Jersey

Project manager for the design, bid and construction management services for the rehabilitation of 10,500 feet of sanitary sewer in Route 9. The rehabilitation work included 8-inch and 12-inch mainline sanitary sewer rehabilitation using a cured-in-place (CIPP) pipe liner, manhole repairs, and sanitary lateral replacements. The design phase included a study component to televise and inspect the mainline sewers and access and inspection of manholes along the alignment.

New Jersey American Water – 2015 Lakewood Water and Sewer Improvements

Lakewood Township, New Jersey

Project Manager for the design, permitting, bidding and construction of three phases of sanitary sewer and water main replacements in NJAW's Lakewood System. Phase 1 included approximately 11,500 feet of water main and sewer replacements in the area near Georgian Court University. Phase 2 included approximately 12,000 feet of gravity sewer replacements, water main replacements and 16-inch water main installation. Phase 3 included approximately 15,000 feet of 16-inch water transmission main installation in local and Ocean County roads.

Town of Morristown, Ford Avenue & Morris Street Sewer Improvements

Morris County, New Jersey

Project director for the design and permitting of 800 feet of 24-inch sanitary sewer replacement. The permitting effort included NJDEP Treatment Works Approval, and county and local road permits.

Middlesex Water Company – Maidstone Lift Station Upgrades

Southampton, New Jersey

Project manager for design-build project for the upgrade of a submersible sewage lift station. Upgrades included a new duplex submersible pumping system, pump guide rails, above-grade discharge valve enclosure, new security fencing, and related site improvements. Design also included a bypass pumping system and provisions for permanent bypass connection. Permitting included NJDEP Treatment Works Approval and Township Zoning Board approval.

New Jersey American Water, Roosevelt Avenue Jack and Bore

Township of Ocean, New Jersey

Project director for the design-build effort of 12-inch water main replacement along Roosevelt Avenue that included a jack-and-bore installation of an 18-inch steel casing under NJ Transit railroad. Project included the NJ Transit Occupancy permit and local road opening permits as well as coordination with local authorities.

New Jersey American Water – Linden 36-inch PCCP Transmission Main Replacement

Linden, New Jersey

Project director for design, permitting, and construction management of 7,600 feet of 36-inch water transmission main to replace existing prestressed concrete cylinder pipe (PCCP) main in three phases. The project included easement acquisition, pipeline rehabilitation at two existing railroad crossings, and a new jack-and-bore crossing of a state highway. Project permitting included Conrail Pipeline Occupancy, NJDOT Utility Opening permit, local and county road opening permits, and soil erosion control permitting.

Dudley Park Area Water Main Replacements, New Jersey American Water

Camden County, New Jersey

Project director for the design and permitting of approximately 9,000 feet of 8- and 12-inch water main replacements. Permitting efforts included county and local road opening permits.



Freehold Borough – Water Treatment Plant

Borough of Freehold, New Jersey

Project manager for the funding assistance, design, and permitting of a new 3.31 MGD water treatment plant, which treats water from six existing water supply wells for iron removal. The project included a new water treatment plant building, which will house a new pressure filtration system and chemical feed systems for sodium hypochlorite, lime, fluoride and polyphosphate. The plant also included a new backwash wastewater tank, supernatant recycle system and sludge pumping system. The project included coordination and planning documents for New Jersey Infrastructure Bank funding.

Keyport Borough – Perry Street Water Treatment Plant Upgrades

Keyport Borough, New Jersey

Project principal for the funding assistance, design, permitting and construction of the upgrades of a 1.44 MGD multi-source treatment plant. The plant improvements include replacement of the existing gravity filters with two new horizontal pressure filters with automated valves and controls, replacement of existing aerator and clarifier with a new induced draft aerator, flocculation and settling basin, new calcium hypochlorite chemical feed system, upgrades to the existing lime, alum and polymer feed systems, three high lift service pumps, two backwash recycle pumps, new vertical turbine pumps for Well Nos. 7 and 8, a 450 kW emergency generator, and various non-process facility components. Prepared the United States Department of Agriculture Rural Development (USDA-RD) fund planning and design documents for the treatment plant upgrades and assisted the Borough for funding of the new generator and automatic transfer switch through FEMA's Hazard Mitigation Grant Program.

New Jersey American Water, Lumberton Water Main Replacements

Burlington County, New Jersey

Project director for design and permitting of 17,400 feet of 6", 8", and 12" water main replacements. Permitting consisted of NJDEP Safe Drinking Water and Burlington County Road Opening Permits.

New Jersey American Water, Prospect Street Water Main Replacements

Lakewood Township, New Jersey

Project director for design and permitting of 4,700 feet of 12" and 16" water main replacements. Permitting consisted of Ocean County SCD and Ocean County Road Opening Permits.

New Jersey American Water, Mount Holly Water Main Replacements

Mount Holly Township, New Jersey

Project director for design and permitting of 5,000 feet of 8" and 12" water main replacements. Permitting consisted of NJDEP Safe Drinking Water, Burlington County SCD and local and county road opening permits.

New Jersey American Water, Rolling Hill Road Water Main Replacements

Montgomery Township, New Jersey

Project director for design and permitting of 5,000 feet of 12" water main replacements. Permitting consisted of NJDEP Safe Drinking Water, Somerset-Union SCD and local road opening permits.



Matthew G. Voelkel, PE

Project Engineer | Water & Wastewater

Mr. Voelkel has provided engineering services for a wide variety of projects involving water and wastewater facilities as well as civil site design. He has experience with surveying, detailed engineering design utilizing 3D computer-aided design (Civil3D), and construction and inspection practices. He has participated in the design and preparation of plans and specifications and permitting for water and wastewater treatment plants, distribution mains, water supply wells, gravity sanitary sewer mains, sanitary force mains, municipal roadway construction, and airfield/military facilities.

Career Snapshot

- Over 11 years of experience

Education

- BS, Environmental Engineering, State University of New York College
- MS, Environmental Engineering, Manhattan College

Registrations / Licenses

- Professional Engineer: NJ, NY

Affiliations

- American Water Works Association (AWWA)
- Association of Environmental Authorities (AEA)

Mr. Voelkel's responsibilities include performing detailed engineering calculations, analyses, evaluations, and studies as well as preparing high quality construction plans and specifications. In addition to project and staff management, he has also assisted in the development of permit documents.



Bergen Street Flood Mitigation

Carteret, New Jersey

Project Manager for a \$4.1 million NJDCA Resilient Communities Program funded project for flood mitigation improvements on Bergen Street. Assisting in design services utilizing AutoCad for conceptual planning, preparation of a pre-application request package for NJDEP review, and coordination with NJDCA.

Harmony Street Sanitary and Storm Sewer Improvements

North Plainfield Borough, New Jersey

Construction Administrator for the construction of a replacement sanitary sewer. The work included 300 lf of 8-inch diameter sewer main, sanitary manholes, sanitary sewer laterals, stormwater catch basins, stormwater manholes, and stormwater piping. Responsibilities included coordination with general contractor, Borough Department of Public Works, Borough Engineer, and Borough Police Department.

Route 22 and North Drive Sanitary Sewer Improvements

North Plainfield Borough, New Jersey

Assisted with the design for the construction of replacement sanitary sewer along a state highway. The work included the replacement of 300 lf of 8-inch diameter sewer main, sanitary manholes, and sanitary sewer laterals. The design work included preparing construction drawings and specifications, and developing traffic control plans for single lane and shoulder closing on State Highway Route 22 in accordance with NJDOT regulations. Additional responsibilities included coordination with NJDOT engineers for utility opening permits, and production of construction drawings and specifications.

West End Avenue Bridge Sanitary Sewer Replacement

North Plainfield Borough, New Jersey

Assisted in the design and permitting for the replacement of an existing 24-inch diameter gravity sanitary sewer crossing the Stony Brook. The project replaced an existing cast iron (CI) tuberculated gravity sewer with an internally lined ductile iron pipe (DIP). The project involved coordination between multiple stakeholders and permitting agencies.

Dorothy Street Sanitary Pump Station Rehabilitation

Borough of Carteret, New Jersey

Project Manager for the design and construction for the rehabilitation of the Borough of Carteret's Dorothy Street Pump Station. The project included replacement of the 30-hp dry pit submersible pumps, process and mechanical upgrades, electrical upgrades, HVAC upgrades, roof replacement, and site drainage improvements.

Koenig Lane Water Treatment Plant Filter Upgrades

Freehold Township, New Jersey

Project Manager for the design and construction of ion exchange pressure filter upgrades and filter media replacement for vertical pressure filters at the Freehold Township Water Treatment Plant.

Route 9 South and Coachman Drive Sanitary Sewer Rehabilitation

Freehold Township, New Jersey

Project Manager for the design and construction for the rehabilitation of Freehold Township's sanitary sewer located along State Route 9 South and Coachman Drive. The project rehabilitated 4,340 linear feet of asbestos cement pipe (ACP) by cured in-place pipe lining.



Birnie Avenue and Piper Road Sewer Expansion

Town of West Springfield, Massachusetts

Project Engineer for the design of the sanitary sewer expansion, including approximately 17,000 lf of gravity sewer line, 3,250 lf of force main, and two lift stations. The project allowed nearly 170 homeowners to decommission their septic systems, including 26 systems that have previously failed and others that are aging, by providing connections to the municipal sanitary sewer pipeline.

Eltons Corner Force Main Replacement

Freehold Township, New Jersey

Project Manager for the evaluation, design, and construction of a failed section of sanitary sewer force main. The project involved evaluating the force main to determine the extent of failure, designing the replacement force main, including discharge manhole, odor control system, replacement air release valves, and bypass pumping.

Gravel Hill Road Water Storage Tank

Freehold Township, New Jersey

Project Manager for the construction of the Gravel Hill Road 1.5 million gallon water storage tank. The project involved demolishing the 250,000 gallon water storage tank upon completion of the 1.5 million gallon water storage tank.

Jackson Mills Road Water Treatment Plant Filter Upgrades

Freehold Township, New Jersey

Project Manager for the design and construction of pressure filter upgrades and filter media replacement for horizontal pressure filters.

Water Treatment Plant

Freehold Borough, New Jersey

Project Manager for the construction of the 3.3 MGD treatment plant that treats groundwater via pressure filtration, upgrades to groundwater wells, construction of a backwash wastewater tank, and construction of site improvements.

Lakewood Township Municipal Utilities Authority, PFAS Water Treatment Planning Study

Lakewood, New Jersey

Project manager for the PFAS Planning Study that involved planning how PFAS treatment should be implemented at each of the LTMUA's facilities including the New Hampshire Avenue WTP, Shorrock Street WTP, and wells that connect directly to the water distribution system.

Lakewood Township Municipal Utilities Authority, Mercury Removal Treatment GAC Media Replacement

Lakewood, New Jersey

Project Engineer for the design, bid, and construction phases for the Mercury Removal Treatment GAC Media Replacement project.

Water Street Distribution System Improvement Charges (DSIC) Water Main Replacement, SUEZ

Toms River, New Jersey

Project Manager for the design of approximately 5,000 lf of water main replacement. The project involved surveying, geotechnical investigation, water main design, and permitting services.



Asset Management Plan and Geographic Information System (GIS) Utility Survey

Red Bank Borough, New Jersey

Project Manager for the preparation of a Water Utility Asset Management Plan and GIS Utility Survey. The Asset Management Plan addressed all requirements of the New Jersey Water Quality Accountability Act and provided the Borough with a working document to manage water utility assets.

F-16 Flight Simulator Facility, Joint Base Andrews

Washington, DC

Designed the civil site work to support a new Flight Simulator Facility. Civil site work involved site drainage, parking facilities, sanitary sewer service, potable water service, fire water service, and gas services. Responsible for coordinating utility services with the utility owners. Attended multiple design charrettes with multiple government stakeholders.

Well Nos. 14 and 15 Well Head Replacement

Freehold Township, New Jersey

Assisted with the design for the replacement of two existing well head pitless adapters. The replacement design included the design of above grade well discharge, piping, and appurtenances located in a Freshwater Wetlands Transition Area. Responsible for producing construction documents, including drawings and specifications, and coordinating with the project Permit Lead for the Freshwater Wetlands permits.

Replacement Well No. 12

Freehold Township, New Jersey

Design Engineer responsible for completing the design replacement of an under producing water supply well. The work included the design of the test well and replacement well within a Freshwater Wetlands Transition Area. Additional responsibilities included producing construction drawings and specifications.

Water System Compliance Assistance, Lakewood Township Municipal Utilities Authority (MUA)

Ocean County, New Jersey

Provided compliance assistance with regard to maintaining compliance with the Safe Drinking Water Act rules and regulations and requirements of the USEPA and NJDEP. The work included maintaining and updating the USEPA CDX website for the Unregulated Contaminant Monitoring Rule data, completion and submission of the quarterly water diversion and utilization reports, monthly and quarterly New Jersey Pollution Discharge Elimination System (NJPDDES) water quality reports for Aquifer Storage and Recovery wells, and renewal and modification to the authority's online air quality general permits.

Munitions Storage Administration Expansion

United States Air National Guard, North Carolina

Assisted with the design to develop civil site plan, utility plan, landscape plan, and construction details for a new administration building, munitions storage buildings, and munitions inspections buildings. The site design involved designing new parking areas, walkways, new ADA accessible routes including curb ramps, locations of underground utilities including gas, electric, water, and communication lines, and stormwater conveyance. Additional responsibilities included coordinating with project architects and electrical engineers.



David Espejo, PE

Project Engineer | Water & Wastewater

Mr. Espejo has proficient experience in municipal and water/wastewater practices which include computer aided design utilizing Autodesk BIM software such as Civil3D and Revit, geographical information system (GIS) mapping; engineering calculations employing hydraulic modeling; the preparation of specifications; and procurement of permits and grants for various capital roadway rehabilitation, stormwater/wastewater/water improvements, and other site/civil projects.

Mr. Espejo has also acquired knowledge in construction management/inspection practices and is familiar with interpreting municipal codes, Department of Transportation standards, DEP Best Water Management Practices, and various other local, state, and federal regulations. Municipal engineering related experience includes assisting with planning board/board of adjustment reviews of land development projects for completeness and technical correctness as well as providing day-to-day engineering support to the municipality and residents.

Career Snapshot

- 6 years of experience

Education

- BS, Civil Engineering, New Jersey Institute of Technology

Registrations / Licenses

- Professional Engineer: NJ

Training

- OSHA 10

Bergen Street Flood Mitigation

Carteret, New Jersey

Project Engineering support for a \$4.1 million NJDCA Resilient Communities Program funded project for flood mitigation improvements on Bergen Street. Assisting in design services utilizing AutoCad for conceptual planning, preparation of a pre-application request package for NJDEP review, and coordination with NJDCA.

Baltic Avenue Drainage Canal Improvements, Atlantis Avenue Phase 2

Atlantic City, New Jersey

Provided construction management services for the construction of a pump station structure with control room and generator to intercept and pump stormwater from the existing drainage canals to mitigate flooding in the city. Prepared shop drawing submittals and RFI reviews, coordinated and hosted bi-weekly meeting agendas and minutes, and coordinated on-site inspection work.

Bay Avenue and Arnold Street Improvements

Mantoloking, New Jersey

Provided design services for flood mitigation improvements which involve the abandonment of an existing outfall and creation of a municipal gravity storm sewer system with manufactured treatment device (MTD) for interconnection to an existing NJDOT-owned pump station with roadway and sidewalk restoration. Provided hydraulic calculations, permitting services, and construction management services.

Barneget Lane Improvements

Mantoloking, New Jersey

Provided design and drafting services for roadway improvements, including milling and pavement restoration with centerline cross slope increase, sidewalk and curb replacement, and stormwater improvements to mitigate flooding events. Assisted with the preparation of the NJDOT Plans, Specifications, and Estimate (PS&E) submittal package for coordination with the state municipal aid program. Assisted with the construction bidding process, prepared report upon bids, and managed preconstruction meeting. Provided engineering inspection services for all construction improvements and assisted with the preparation of NJDOT project close-out documents, including change orders and as-built quantities.

Municipal Engineering Services for Clinton Township

Clinton Township, New Jersey

Assisted with day-to-day local engineering services for a NJ Highlands municipality. Providing a variety of inspection services for land development projects under construction in the municipality and assistance with technical reviews for site plan applications to the planning board and board of adjustment. Responsibilities include performing inspection practices for site grading, hot mix asphalt paving, concrete flatwork, utilities and storm sewer and sanitary sewer testing methods such as the air pressure test and vertical deflection test. Review of minor site plans for municipal surface water management codes. Assist with NJDEP Tier A Stormwater Permitting compliance and annual roadway rehabilitation and flood mitigation projects through the NJDOT municipal aid program.

Flood Mitigation Report

Long Beach Township, New Jersey

Assisted with the preparation of a flood mitigation report with alleviation measures for three specified flooding locations. Performed a field study investigation of outfalls within the drainage area of the specified flooding locations, gathering storm sewer information from the Township and preparing a cost estimate for depicting a value analysis for each mitigation effort.

78th Street Pump Station

Avalon Borough, New Jersey

Provided design services for the installation of approximately 1,330 feet of force main for flood mitigation improvements. The design included the demolition and resizing of existing stormwater utilities, road surface reconstruction, bulkhead penetration details, and stormwater plan and profiles. Performed stormwater runoff and drainage area calculations.

Wastewater Treatment Facility Post-Sandy Wide Restoration, Bergen County Utilities Authority (BCUA)

Little Ferry, New Jersey

Provided design services and preparation of specifications for stormwater improvements to the BCUA facility. Design services included grading, storm sewer infrastructure in plan and profile, soil erosion and sediment control (SESC) measures and outfall scour protection, pavement and concrete limits of restoration, other civil/site improvements, traffic control, and construction details. Prepared hydraulic calculations for stormwater runoff/storage analysis.

Rutgers Village Water Main Replacement, Phase VII

New Brunswick, New Jersey

Assisted in the design, as Project Engineer, for approximately 1,500 linear feet of new 8-inch diameter ductile iron pipe with new curb boxes and water services to abandon an outdated water main. Tasks include complying with the City's water standards, SESC permitting, NJDOT permitting and the preparation of specifications.

Jersey Avenue Water Main Replacement, Phase III

New Brunswick, New Jersey

Assisted in the design, as Project Engineer, for approximately 1,300 linear feet of new 20-inch diameter ductile iron pipe (DIP) and a parallel 1,100 linear feet of new 8-inch diameter DIP to abandon an outdated water main. Tasks also include complying with the City's water standards, SESC permitting and the preparation of specifications.

Sanitary Sewer Master Plan

New Brunswick, New Jersey

Assisted in the development of a build-out analysis to obtain a future flow projection using MOD-IV data, floor area ratio from the municipal code, and state projected flow criteria. Modeled the build-out by separating projections for vacant land, land to be constructed, and land currently in construction. Provided technical writing support for the master plan report which included census information, existing conditions of the city sanitary sewer system, and planned land development projects by the city.

Special Engineering Services

New Brunswick, New Jersey

Provided design support including AutoCAD drafting and geographic information system (GIS) mapping, for various roadway projects. Provided drafting services for curb and sidewalk replacement for Nichol Avenue improvements. Provided design and drafting services for stormwater utility improvements along Wilcox Road. Provided design and drafting services for roadway improvements including pavement restoration, intersection remodeling, curb and sidewalk replacement, ADA ramp installations, and striping layout along Georges Road.

Jackson Mills Road Well #14 Replacement

Freehold Township, New Jersey

Providing design services utilizing AutoCAD for preparation of contract drawings and NJDEP permit procurement for

the replacement of Well #14 at the Jackson Mills Road Water Treatment Plant. Drawings include site design and process mechanical drawings. Permitting services include preparation of application and supporting documents for Freshwater Wetlands, Safe Drinking Water, and Water Allocation Minor Modification permits.

Raceway Mall Tank Rehabilitation

Freehold Township, New Jersey

Project Engineer support for the complete rehabilitation design of the 3 million gallon Freehold Raceway Mall Tank with new interior and exterior coating system and cathodic protection. Provided construction management services such as shop drawing reviews, payment applications and construction observation.

Burke Road Landfill Closure

Freehold Township, New Jersey

Provided design and permitting services for the closure of a former landfill in accordance with state remediation standards. Assisted with the procurement of permits including NJDEP wetlands, stormwater management, and soil erosion and sediment control. Design services included utilizing Civil3D for cut/fill earthwork calculations. Assisted with the preparation of specifications and provided design services for the preparation of contract drawings for construction bidding. Providing construction management/inspection services involving shop drawing reviews, payment applications, and coordination with contractor and NJDEP.

Koenig Lane Water Treatment Plant Filter Media Replacement

Freehold Township, New Jersey

Project Engineer for the replacement of three (3) ion-exchange filters for iron and manganese removal and minor repairs. Provided construction management services such as shop drawing reviews and construction observation.

Outfall Rehabilitation Project

Freehold Township, New Jersey

Assisted in the design, as Project Engineer, for the rehabilitation of three (3) stormwater outfalls with new headwall structures and riprap scour protection. Design included grading, riprap stone sizing calculations, erosion control matting, and general restoration. Provided permitting support for the required NJDEP freshwater wetlands and flood hazard area general permits. Provided construction management services such as shop drawing reviews and construction observation.

Route 9 South and Schanck Road Sanitary Sewer Rehabilitation

Freehold Township, New Jersey

Assisted in the design, as Project Engineer, for the cured-in-place pipe (CIPP) lining of existing asbestos cement pipe in a deteriorated state and the cleaning and CCTV inspection of sewer in satisfactory condition. The project design also included the geopolymer lining of sewer manholes and spot repairs. Provided permitting services for the required NJDOT highway occupancy permit for work within the state right-of-way. Providing construction management services such as shop drawing reviews, payment applications and construction observation.

Three Brooks Road

Freehold Township, New Jersey

Assisted in the design of water main replacement in the road to coordinate with bridge and roadway improvements. Prepared specifications for the NJDOT special provisions.



Garrett J. DuPont, EIT

Senior Staff Engineer | Water & Wastewater

Mr. DuPont has proficient experience in municipal and water/wastewater practices which include computer aided design utilizing Autodesk BIM software Such as Civil 3D and Revit, geographical information system (GIS) mapping; engineering calculations employing hydraulic modeling; the preparation of specification; and procurement of permits. He has experience performing and documenting existing conditions inspection activities, including materials assessments, structural and operational defect identification, and flow measurements. He performs data analysis for sanitary sewer system infiltration/inflow (I/I) investigations. Mr. DuPont also has experience as a survey transit operator, responsible for collecting boundary and topographic survey data, as well as foundation locations.

Mr. DuPont's responsibilities include performing detailed engineering calculations, analyses, evaluations, and studies as well as preparing high quality construction plans and specifications. Municipal engineering related experience includes assisting with planning board/board of adjustment reviews of land development projects for completeness and technical correctness as well as providing day-to-day engineering support to the municipality and residents.

Career Snapshot

- 3 years of experience

Education

- BS, Civil Engineering,
Pennsylvania State University,
2021

Registrations / Licenses

- Engineer-in-Training NJ #EIT-04552, 2021

Training

- Canadian Registered Safety Professional
- 360 Training Confined Spaces & Permit Required Conf #000019146458, 2021

West Point Main Cantonment Wastewater Infiltration/Inflow (I/I) Study, American Water Military Services (AWMS), West Point, NY:

Participating in the evaluation of the entire sanitary sewer system to assess the condition of the existing infrastructure, determine the location and severity of deficiencies (structural and operational/maintenance) and provide recommended remediation methods to correct the deficiencies. Responsible for the at-grade inspection of approximately 900 manholes. Documentation of the characteristics and condition of each sanitary sewer manhole included manhole size (diameter), manhole wall, cone, bench and rung materials, invert number and flow directions, drop connections, etc., as well as any unique features and/or structural or operational and maintenance defects. Also responsible for preparing traffic control plans for areas of high traffic requiring traffic detours. Findings of the at-grade manhole inspections (with digital photos taken during inspections) will be provided in individual Manhole Inspection Reports and the Final Report.

Infiltration/Inflow (I/I) Analysis, Edison Township, Middlesex County, NJ:

Edison, New Jersey

Researched archived maps of the sanitary sewer system and identified areas to be surveyed to update the geographic information system (GIS) map. Analyzing the data to determine the impact of I/I in the system. (2021 – 2023)

Rutgers Village Water Main Replacement, Phase VII

New Brunswick, New Jersey

Assisting in the design, as Project Engineer, for approximately 1,500 linear feet of new 8-inch diameter ductile iron pipe with new curb boxes and water services to abandon an outdated water main. Tasks include complying with the City's water standards, SESC permitting, NJDOT permitting and the preparation of specifications.

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New Brunswick, New Jersey

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Outfall Rehabilitation Project

Freehold Township, New Jersey

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Route 9 South and Schanck Road Sanitary Sewer Rehabilitation

Freehold Township, New Jersey

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Wayne Ingram, PE, PLS, PP, CME

Project Consultant, Site/Civil

Mr. Ingram is a Project Consultant with over 18 years of experience in civil site engineering, site planning and land surveying. Mr. Ingram has extensive professional engineering experience, including expert testimony in site plan engineering, including conceptual site planning, solar system design, traffic circulation design, sanitary sewer systems, storm water management facilities, wetlands/flood hazard area delineation and permitting, septic system design and local and state approvals. Professional experience also includes design of vapor mitigation systems, alternative wastewater system design, and preparation of Stormwater Pollution Prevention and Spill Prevention Control and Countermeasure Plans.

Mr. Ingram has developed, designed, prepared and provided expert testimony in over 50 municipalities on all aspects of site development plans, including existing facility expansions, site modifications, and the new construction of various commercial, and residential facilities. His public work includes all aspects of consulting services including plan reviews, new facility and infrastructure design, professional testimony, and construction management and oversight.

Career Snapshot

- Over 18 years of experience

Education

- BS, Engineering Technology, NJIT
- BS, Civil Engineering, Rutgers University

Registrations / Licenses

- Professional Engineer: NJ, PA, DE, NY, MD, VA, DC, NC, SC, WV, MO, RI, MS, FL, GA, TX, AL, OH, CT
- Certified Municipal Engineer, NJ
- Certified Floodplain Surveyor, NJ
- Licensed Professional Land Surveyor, NJ
- Licensed Professional Planner, NJ

Affiliations

- New Jersey Society of Municipal Engineers
- New Jersey Society of Professional Land Surveyors

Robert Wood Johnson Fitness & Wellness Center

Scotch Plains, New Jersey

Project Engineer responsible for site and stormwater management design associated with the 50,000 sf state-of-the-art Fitness & Wellness Center. Mr. Ingram was responsible for the preparation of the complete site engineering improvements, which included onsite access drives & parking lots, grading, stormwater management, landscaping and lighting.

Mercer Meadows Park

Lawrence & Hopewell Townships, New Jersey

Project Manager responsible for master planning, site plans and permitting. Prepared design drawings for the permitting and construction of over 10 miles of trail and various parking lots throughout the park. Permit of the project through NJDEP for Wetlands disturbance and by Dam Safety for modifications to an existing dam structure. Project included the design of wastewater systems for the Mercer County Equestrian Center and the rehabilitated Noah Hunt House. Structural design for various structures within the park. Preparation of bid specifications and construction management.

Lincoln Energy-Sycamore Solar

Annandale, New Jersey

Project Manager responsible for design and permitting of a 10 MW grid connected solar facility on an agricultural field. Performed solar panel layout, geotechnical design, glare study, stormwater management and site plans, and expert planning report for the Township and NJDEP applications.

Great Falls National Park

Paterson, New Jersey

Project Manager responsible for survey and site engineering drawings for the creation of the Park amphitheater and the connection and extension to Mary Ellen Kramer Park in Paterson. Additionally prepared site surveys and engaged in parking expansion planning for the Quarry Lawn and River Walk park expansion within the newly created National Park.

Sgt. George Ashby Memorial Park

Allentown, New Jersey

Project Engineer responsible for Site surveying and park planning for a new park in Allentown, NJ. Performed site inspection and community engagement activities to facilitate master planning services.

Frelinghuysen Arboretum

Morris County, New Jersey

Project Manager responsible for project implementation including site surveys and engineering plans for the redevelopment of trails within the Morris County Park Commission property. Performed contract administration and construction oversight of the project.

Gramercy at Rahway

Rahway, New Jersey

Project Manager responsible for site survey and site development plans and performed expert engineering and planning services to obtain approval for the 45 units mixed use building in downtown Rahway. Performed construction phase surveying and inspection services throughout the project.



James Long

Survey Project Manager | Land Surveying

Mr. Long's distinguished career in land surveying began in 1983 as an instrument operator/transitman evolving during the next four decades into his current position as a Senior Survey Project Manager. Mr. Long worked exclusively as a field surveyor and crew chief for the first 15 years of his career, which earned him valuable experience, knowledge, and skills in residential and commercial boundary surveys; ALTA surveys; and right-of-way (ROW) and easement surveys; as well as topographic road and bridge improvement surveys; route surveys for sewer construction; GPS photogrammetric ground control surveys for aerial mapping; and construction surveys, including general site construction layout, high precision steel layout, and as-built surveys. His clients have included municipal, county, and state levels, as well as private entities.

Career Snapshot

- Over 39 years of experience
- Survey AutoCAD Manager

Education

- BS, Accounting, York College of Pennsylvania
- AA, Business Administration, Brookdale Community College

Affiliations

- National Society of Professional Land Surveyors

Mr. Long's experience with construction layout includes specialty expertise in erecting over 24 roller coasters and water slides at Six Flags Great Adventure/Hurricane Harbor in Jackson, NJ. He assumed the lead role of Construction Layout Manager/Field Crew Supervisor for more than 18 of these projects. In 1998, Mr. Long transitioned to an office environment where he developed skills working with AutoCAD, databases, and spreadsheets. He is currently proficient with AutoCAD Civil3D 2017, utilizing it to manage the preparation of a wide array of mapping projects, including:

- Boundary surveys (ALTA/ACSM, farmland preservation, Green Acres acquisition, and title transfer surveys for public and private clients)
- ROW acquisition surveys via general property parcel maps, entire tract maps, individual parcel maps, riparian license plans (Monmouth, Ocean, Middlesex, Mercer, and Atlantic counties road improvement and bridge reconstruction projects)
- Land Use Development Mapping (major and minor subdivisions, lot consolidation surveys, ROW vacation plans, and condominium plans through clients, such as Princeton Healthcare, Roger Mumford Homes, and Walgreens)
- Topographic surveys, existing conditions plans, foundation location plans through clients, such as Essex County Turtle Back Zoo, Clayton Companies, Advanced Solar, Toms River Township, and Hudson County
- FAA 1A and 2C certification surveys for cellular firms, such as Verizon, T-Mobile, and AT&T
- Environmental surveys (monitoring well certification, conservation easement surveys, and wetland limit location surveys)

From 2014-2016, Mr. Long worked exclusively on Superstorm Sandy rebuild efforts, assisting residents with the reconstruction process in Monmouth and Ocean Counties. These tasks included preparing current property and topographic surveys; plot plan development; and flood elevation certifications; as well as piling and building stakeouts; foundation locations; minor subdivisions; and final as-built surveys.

Mr. Long's technical and managerial skills include budgeting, estimating, proposal preparation, scheduling, coordinating assignments, land records research, project scope development, planning and implementation, boundary analysis and resolution, traverse adjustment, budget tracking, and invoicing.

Six Flags Great Adventure

Jackson, New Jersey

Served as Survey Project Manager responsible for managing this high-precision construction layout involving erecting numerous roller coasters, including the El Toro Roller Coaster (2006), Kingda Ka Coaster (2005), and Nitro Coaster (2001). He communicated with design companies based in Canada and Switzerland to customize the design product to the site. A database of the site coordinate network was generated from which the field layout was designed. Specific field layout procedures were developed to ensure accuracy and then implemented to establish the positions of the anchor bolt support piers upon which general steel columns were erected. As a measure of QA/QC, a final summary comparing the proposed positions to the as-built positions was tabulated and provided to the client regarding the final placement of the various anchor bolts. This task provided assurance that the as-built positions fell within acceptable tolerances.

Route 527

Monroe and Old Bridge Townships, New Jersey

Mr. Long was Survey Project Manager responsible for surveying and ROW mapping for proposed intersection and drainage improvements and widening five miles of county roadway. His responsibilities included obtaining current land record and tax map information through municipal offices of the tax assessor; acquiring record deed and map information through the hall of records; and communicating with the county engineer's office to obtain ROW information. All information was reviewed and plotted to produce general property parcel mapping and individual property maps used in ROW and easement acquisition. Written metes and bounds descriptions were also prepared and provided to the county for the acquisition process. Other responsibilities involved communicating and coordinating with environmental subconsultants for the purposes of wetland delineation to obtain environmental permits.

Camp Evans

Wall Township, New Jersey

In his role as Survey Project Manager, Mr. Long was responsible for the field survey of this multi-tract former Army base. He processed field data and adjusted multiple traverse loops, plotted deed and map information, performed boundary analysis, and prepared a survey map and subdivision map for the U.S. Army.

Clayton Mine Survey for Ocean County & US Navy

Jackson, New Jersey

Served as Surveyor Project Manager responsible for preparing a five-sheet ALTA/ACSM land title survey plan that encompassed six large acreage tracts totaling more than 1,800 acres. This project also involved creating numerous easements and ROW dedication.

County Road and Bridge & Intersection Improvement Projects

Atlantic County Route 559A and Blackman Road Intersection, Egg Harbor Twp., NJ

Atlantic County Bridge EH-29, Egg Harbor Twp. NJ

Monmouth County Bridge HL-73, Howell, NJ

Monmouth County Bridge H-39, Holmdel, NJ

Monmouth County Bridge S-17, Red Bank, NJ

Monmouth County Bridge MT-4, Middletown, NJ

Ocean County Jackson Mills Road Culvert, Jackson, NJ

Middlesex County Carter Drive Culvert, Old Bridge, NJ

Middlesex County Route 694 and Riva Avenue Intersection Improvements, NJ



Bahram Farzaneh, PE, PP

Senior Project Manager | Site/Civil

Mr. Farzaneh has more than 40 years of diverse experience and widespread knowledge in the planning and engineering design of various municipal, site, and transportation projects. His responsibilities include designing and managing engineering projects from the conceptual planning stage to the preliminary and final design stages. Mr. Farzaneh has extensive experience in preparing permit applications and supporting documentation, roadway drainage, recharge/infiltration basins and swales, hydraulic/hydrological analysis, and stormwater management designs on numerous public and private projects. He has extensive knowledge of the existing New Jersey Freshwater Wetlands Protection Act Rules (N.J.A.C. 7:7A) and Flood Hazard Area Control Act Rules (N.J.A.C. 7:13) and is a member of the NJDEP Bridges and Culverts/Transportation Projects Focus Group, which reviews and comments on pending flood hazard rules amendments prior to adoption.

Mr. Farzaneh's expertise in hydrological and hydraulic (H&H) design includes residential and commercial development, bridge replacement projects over state-regulated waterways, dams/spillway structures, and roadway improvement projects. His responsibilities included serving as Lead Designer on projects ranging from simple site assessments to complex watershed stormwater management reports. He is familiar with roadway drainage design according to NJDOT's drainage design manual and NRCS design guidelines. Mr. Farzaneh also coordinates the preparation of regulatory permits for state and federal agencies, including the US Army Corps of Engineers, US Coast Guard, and NJDEP (Waterfront Development and CAFRA).

Mr. Farzaneh's additional experience includes residential subdivisions, site plans, flood control, and capital improvement projects, as well as bridge and dam projects. He has performed and managed various engineering functions, such as: horizontal and vertical road alignment; storm and sanitary sewer design; and hydrologic analysis using the Rational and TR-55 Methods; as well as detention basin design; floodplain delineation and stream encroachment analysis using the HEC-RAS and HEC-2 computer program; and dam hazard classification and dam safety and failure analysis using HEC-1, HMR-51, and HMR-52 computer programs. He has also prepared emergency action plans, flood inundation maps, and O&M manuals for dams. His additional experience includes site grading, earthwork analysis, and preparing specifications, contract documents, and construction cost estimates. He has reviewed site plans and subdivision applications submitted to municipal clients for consideration by planning and zoning boards, as well as prepared municipal, county, state, and federal permit applications for the NJDEP for water main and sanitary sewer extensions, stream encroachment, and freshwater wetlands general permits.

Career Snapshot

- Over 40 Years of Experience
- Experience in stormwater management
- Proficient in regulatory permitting
- Extensive knowledge of NJ Freshwater Wetlands Protection Act & Flood Hazard Area Control Act rules
- Member of the NJDEP Bridges & Culverts/ Transportation Projects focus group

Education

- BS, Civil Engineering, University of Texas

Registrations / Licenses

- Professional Engineer: NJ, DE
- Professional Planner: NJ

Affiliations

- Association of Dam Safety Officials
- American Society of Civil Engineers
- New Jersey Society of professional Engineers

Training

- NJDEP Flood Hazard Control Act

Emergency Reconstruction and Rehabilitation of Second River Retaining Walls

Belleville, New Jersey

Task Manager responsible for the acquisition of the NJDEP Emergency Authorization to perform the necessary repairs to a wall that collapsed into Second River, approximately 50 feet downstream of County Structure 0700017 on CR 645 (Franklin Avenue) in the aftermath of Hurricane Ida. The project included in-kind replacement of the existing wall, scour protection, and underpinning the wall on the opposite bank of the Second River. This effort required a Freshwater Wetlands General Permit and a Flood Hazard Area General Permit.

Replacement of Garden Trailer Park Culvert over Flat Creek

Hazlet, New Jersey

Task Manager responsible for the H&H analyses of an existing and proposed culvert, as well as preparing the NJDEP Flood Hazard Area Individual Permit and Freshwater Wetlands General Permit applications for the replacement culvert. Work includes replacing the 48-inch corrugated metal pipe with a new 38-inch by 60-inch horizontal elliptical reinforced concrete pipe and widening the roadway from 14 feet to 18 feet to allow accessibility for wider trailers. The project included the delineation of the floodway, compliance with the flood storage volume requirements since the roadway was a private road, and the stabilization of approximately 273 SF of channel bank along a total 66 LF of the channel. The proposed culvert was sized to meet the requirements of the NJDEP Flood Hazard Control Act Rules for bridges and culverts, as well as riparian buffer disturbance.

Replacement of County Bridge 046C021, County Route 677 (Somerdale Road) over North Branch of Big Timber Creek

Gloucester, New Jersey

Task Manager responsible for environmental permit acquisition for the replacement bridge, including NJDEP Waterfront Development Individual Permit and Freshwater Wetlands General Permit, as well as the US Army Corps of Engineers Nationwide Permit. This assignment included replacing an existing 20-foot, single-span, reinforced concrete bridge with a 30-foot bridge that also included raising the roadway by nine inches to be above the 10-year flood elevation. The proposed bridge was sized to meet the requirements of the NJDEP Flood Hazard Control Act Rules for bridges and culverts and riparian buffer disturbance.

Replacement of County Minor Bridge SU-83, Pine Grove Avenue over Salt Brook

Summit, New Jersey

Task Manager responsible for environmental permit acquisition for repairing the existing structure, including NJDEP Flood Hazard Area General Permit and Freshwater Wetlands General Permit. The existing bridge is a single-span, brick masonry arch with the west end widened in 1909 with a concrete arch. The entire structure required repairs.

Replacement of County Bridge R-12, Monroe Avenue over Waackaack Creek

Hazlet and Keansburg, New Jersey

Task Manager responsible for environmental permit acquisition for the replacement bridge, including NJDEP Coastal Wetlands, Flood Hazard Area, and Waterfront Development Individual Permits; Freshwater Wetlands General Permit; and a US Army Corps of Engineers Nationwide Permit. The project included replacing the existing 32-foot, single-span, reinforced concrete bridge with a 62-foot bridge that raised the roadway above the NJ Flood Hazard Area design flood elevation. The roadway bridge was also widened from 38 feet to 38-feet, three-inches to accommodate a five-foot sidewalk. The bridge meets the requirements of the NJDEP Flood Hazard Control Act Rules for bridges and culverts and riparian buffer disturbance.

South Amboy Ferry Terminal

South Amboy, New Jersey

Task Leader responsible for preparing NJDEP Waterfront Development Individual and US Army Corps of Engineers Nationwide permits. This project involved constructing an intermodal transportation facility to accommodate three ferry vessels for passage to lower Manhattan, as well as provide links to the NJ Transit Train Station in downtown South Amboy. The project is part of a transformational redevelopment of the Raritan Bay Waterfront, with the City of South Amboy at the heart of the activities.

Replacement of County Culvert A-53a, County Route 54 over Trout Brook

Colts Neck, New Jersey

Task Manager responsible for the H&H analyses of the existing and proposed bridge and preparing NJDEP Flood Hazard Area Individual Permit and Freshwater Wetlands General Permit applications for the replacement bridge. This effort includes replacing the 30-foot corrugated metal pipe with a new 30-foot reinforced concrete pipe and widening of the roadway from 26 to 32 feet. Trout Brook is a category one waterway requiring detail compliance with the riparian zone disturbance, as well as mitigation.

Railroad Avenue Bridge Replacement over Westecunk Creek

Eagleswood, New Jersey

Served as Task Manager for the H&H analyses of the existing and proposed bridge and the NJDEP Flood Hazard Area Individual Permit, Waterfront Development Individual Permit, Freshwater Wetlands General Permit, and Tidelands applications for the replacement bridge. This project includes replacing the existing 42-foot, 10-inch-long, 31-foot, five-inch-wide, two-span simply supported bridge with a 60-foot-long, 40-foot, four-inch-wide reinforced concrete bridge. The proposed bridge is sized to meet the requirements of the NJDEP Flood Hazard Control Act Rules for bridges and culverts and riparian buffer disturbance.

Two Rivers Water Reclamation Authority, Pleasure Bay Crossing and Main Pump Station Relocation

Permitting Task Leader responsible for preparing NJDEP Flood Hazard Area, Freshwater Wetlands, CAFRA, and Waterfront Development Permits, as well as a US Army Corps of Engineers Nationwide Permit. This project included relocating the main pump station to higher ground and within a fenced area of the main facility for security and to avoid possible future flooding issues. Additional elements includes constructing a new sanitary sewer interceptor main beneath Pleasure Bay by tunneling to the new main pump station and extending the Monmouth Beach Interceptor to the new pump station.

Passaic Valley Sewerage Commission, Decant Tank Improvements

Permitting Task Leader responsible for preparing flood hazard area, wetland, and waterfront development permits. This project included decant tanks improvements, including replacing the internal mechanisms, equipment, electrical, motors, fans, instrumentation, lighting, lightning protection, piping, and covers of each decant tank with new equipment, as well as rehabilitating and recoating the concrete tanks.

Buckeye Partners, Containment Design

Port Reading Refinery, New Jersey

Permitting Task Leader responsible for developing a cost-effective program that complied with the NJDEP regulatory requirements for spill containment and drainage system management for tank fields within the refinery. His tasks included preparing survey base maps of the tank fields, sampling and testing of the tank field soils, and developing recommendations and cost estimates for spill containment alternatives. Services also included a complete redesign of the site's stormwater drainage.

Ocean County Social Services Building

Toms River, New Jersey

Project Manager responsible for the engineering design services for the new Ocean County Social Services Building. The project site is an existing office park with seven office buildings. With a desire to phase occupancy, the new building provides space for offices that currently occupy four of the existing buildings on the property. The project will require a phased demolition of four of the seven office buildings and relocating personnel to the new building. The new office building will be positioned on the site considering the existing structures and improvements to remain during construction. The site plan is designed in accordance with the NJDEP's Coastal Area Facility Review Act (CAFRA) Regulations for the Hooper Avenue South Core requirements. The design included layout for utilities, stormwater management, parking, lighting, and landscaping. The environmental permits included CAFRA-IP, TWA, water, and soil erosion and sediment control plan certification.

GSP Interchange 91 Stormwater Analysis

Brick, New Jersey

Project Manager responsible for the assessment and analysis of the flooding that occurred during the August 2018 storm event along Burrsville Road and the Greenbriar Residential Community in Brick Township near Garden State Parkway Interchange 91. The project included limited field survey of the culvert crossings, field reconnaissance to verify the drainage area limits, and hydrologic analysis of the contributing drainage area to the Garden State Parkway Interchange 91 crossing(s), which included a sub-area for the Greenbriar Development. The analysis was in accordance with the NRCS TR-55 Methodology and included delineation of the contributing drainage areas, runoff curve number, and time of concentration computations. The peak discharge rates and hydrographs for the 2-, 10-, 25-, 50-, and 100-year storm events were computed utilizing the 24-hour rainfall data published by NOAA for Ocean County. FPA also computed peak discharge rate and hydrograph for the August 11 through August 13, 2018 storm event utilizing actual weather station data as available in the vicinity of the study area. The hydraulic analysis included pre and post Garden State Parkway and Burrsville Road improvements. A key part of the assessment included delineating the computed flooding limits within the Greenbriar Development and comparing it with the limits of the actual flooding based on video footage.

Moses Milch Detention Basin Retrofit

Howell, New Jersey

Project Manager responsible for the engineering design and construction observation services to convert the existing detention basin to an extended bio-retention basin to provide water quality treatment to improve the quality of stormwater runoff leaving the basin. The project was completed through a partnership between Brick Utilities and Howell Township with funding from the NJDEP. The design included removing the existing low flow channel and underdrains; modifying the existing outlet control structure to increase detention time allowing for settlement and removal of the suspended solids; and loosening the compacted soils within the basin and using native water tolerant plants and a special mixture of soils to filter out pollutants and promote infiltration of stormwater runoff. Two bio-retention basins were designed along the roadway to treat runoff from a portion of the road that discharged directly to Gravelly Run bypassing the basin.

NJSDA Vineland Middle School

Vineland, New Jersey

Served as Civil Engineering Task Leader responsible for the engineering design for a new, one-story, 98,750-SF middle school designed to educate approximately 620 students. This NJSDA project provided new classrooms, science labs, multi-purpose assembly room, technology lab, music room, cafeteria, media center, and a gymnasium.



Kyle C. Taylor, PE

Project Engineer | Water Resources

Mr. Taylor's experience includes inspection, evaluation, design, and construction inspection of hydraulic structures, including dams, spillways, dikes, and levees for public and private clients. With a focus on water resource engineering, he has contributed to numerous rehabilitation designs for dams and spillways.

Mr. Taylor is responsible for assisting with the preparation of plans, specifications, and cost estimates for numerous dam rehabilitation and removal projects. His regulatory requirement experience for dams includes preparing and updating operation & maintenance (O&M) manuals, emergency action plans, and inundation maps. He has participated in more than 100 regular and formal dam inspections for earthen and concrete dams. He is knowledgeable in hydrologic and hydraulic (H&H) analyses, including developing spillway design storms for dams, dam breach analysis, and channel stabilization.

Additionally, Mr. Taylor has been responsible for assisting in obtaining various permits from several regulatory agencies, including the NJDEP Office of Dam Safety, various soil erosion and sediment control districts throughout New Jersey, general permits from the NJ Division of Land Use Regulation Program, and water lowering permits from the NJ Division of Fish and Wildlife.

Mr. Taylor's construction engineering services experience includes conducting construction oversight, verifying compliance with construction drawings, developing field reports, reviewing submittals and shop drawings, and preparing as-built drawings.

Career Snapshot

- Over 3 years of experience
- Experience in design and analysis of hydraulic structures
- Performed over 100 Dam Inspections
- Experience in Regulatory Agency permitting

Education

- BS, Civil Engineering, Rowan University

Registrations / Licenses

- Professional Engineer: NJ

Training

- Rutgers: Design of ADA Curb Ramps and Pedestrian Access Routes
- ASDSO: Uplift and Drainage for concrete Dams and Spillways
- OSHA: 8.5-Hour Confined Space Entry for General Industry – Training for Entry Supervisors

Affiliations

- Ocean County Society of Professional Engineers, Board Member
- Association of State Dam Safety Officials (ASDSO)

Manalapan Brook H&H

Millstone Township, New Jersey

Staff Engineer responsible for assisting with preparing an H&H analysis used to evaluate the downstream inundation area and assign a hazard classification to the dam.

Asbury Park Sunset Lake H&H

City of Asbury Park, New Jersey

Staff Engineer responsible for preparing an H&H analysis used to evaluate the downstream inundation area and determine the 100-year and New Jersey Flood Hazard Storm Elevation.

Levine Reservoir H&H

City of Paterson, New Jersey

Senior Staff Engineer responsible for preparing an H&H analysis, utilizing two-dimensional modeling, to evaluate the downstream inundation area and assign a hazard classification to the dam.

Kaighn Avenue Dam H&H

City of Camden and Township of Pennsauken, New Jersey

Senior Staff Engineer responsible for preparing an H&H analysis, utilizing two-dimensional modeling, to evaluate the downstream inundation area and perform an incremental analysis to reduce the spillway design storm.

Ramapo Mountain Preserve Dam

Mahwah, New Jersey

Staff Engineer who assisted with preparing plans and technical specifications to decommission the dam in accordance with NJDEP Bureau of Dam Safety Standards.

Manahawkin Lake Dam

Stafford Township, New Jersey

In his role as Staff Engineer, Mr. Taylor was responsible for assisting with the preparation of plans, an alternative analysis, cost estimate, and a design report for the rehabilitation of Manahawkin Lake Dam to safely pass the Spillway Design Storm (SDS). He performed H&H computations to determine the depth of overtopping at the dam and the shear forces exhibited on various portions of the downstream slope. Based on the SDS, Mr. Taylor assisted with the overtopping protection design to allow Manahawkin Lake Dam to safely pass the SDS. He also acquired a Freshwater Wetlands General Permit 18 for the dam repairs.

Jaqui Mill Dam

Borough of Morris Plains, New Jersey

In his role as Staff Engineer, Mr. Taylor was responsible for assisting with the preparation of plans, an alternative analysis, cost estimate, and a design report for the rehabilitation of Jaqui Mill Dam. Mr. Taylor also assisted with the overtopping protection design to allow Jaqui Mill Dam to safely pass the SDS.

Englishtown Dam

Millstone Township, New Jersey

Staff Engineer responsible for assisting with the preparation of plans to provide preventative maintenance and scour repairs/protection to an existing dam.



Joseph M. Tierney, PE

Manager of Geotechnical

With more than 22 years of exceptional experience and proven success, Mr. Tierney serves as FPA's Manager of Geotechnical Services. He has several responsibilities including project coordination and implementation; staffing, budget, and quality assurance/quality control; and performing geotechnical engineering analyses, foundation and retaining wall design, and geotechnical report preparation.

Mr. Tierney has participated in a variety of geotechnical projects involving buildings, bridges, roadways, earth retaining structures, pipelines, landfills, and highway embankments. His involvement has included test boring and test pit inspection, construction monitoring, and geotechnical and foundation engineering analysis and design. The scope of engineering analyses includes slope stability, settlement and consolidation, lateral earth pressures, groundwater modeling, and bearing capacity evaluation. He has performed geologic assessments of project sites known to have karst features, identifying the potential formation of sinkholes through the dissolution of carbonate rock. His geotechnical related design work has included shallow and deep foundations, earth retaining structures, soil improvement projects, and underdrain design.

Mr. Tierney has performed evaluation and design of various earth retaining structures, including cantilever and anchored sheet pile walls, gabion wall systems, reinforced concrete gravity structures, and mechanically stabilized earth walls. His involvement has included evaluating internal and external stability, structural design, and preparing construction drawings.

Prior to his involvement in geotechnical engineering, Mr. Tierney served as a Field Engineer with FPA's Construction Phase and Material Testing Group. This experience has given him an understanding of geotechnical laboratory testing and construction monitoring services, including concrete testing, subgrade inspection, and fill placement.

Career Snapshot

- Over 22 years of experience
- Project experience includes various facility types

Education

- BS, Civil Engineering, Bucknell University

Registrations / Licenses

- Professional Engineer: NJ

Specialized Training

- DCA Inspector, Reinforced Concrete

Affiliations

- American Society of Civil Engineers (ASCE)
- New Jersey Society of Professional Engineers (NJSPE)

Clay Street Bridge

East Newark, New Jersey

Geotechnical Engineer performed geotechnical and pavement design comprised of preparing preliminary geotechnical engineering report, obtaining pavement design data, conducting pavement testing program, and preparing pavement recommendations. The total bridge length is approximately 330 feet, with an approximate 150-foot-long movable span.

Bridge Street Bridge

Newark and Harrison, New Jersey

Geotechnical Engineer performed geotechnical and pavement design comprised of preparing preliminary geotechnical engineering report, obtaining pavement design data, conducting pavement testing program, and preparing pavement recommendations. The existing bridge is a three-span structure that includes a movable swing span and two approach spans. The existing bridge accommodates two (2), 80-foot wide, navigable channels.

Canoe Brook Dams

Millburn, Essex County, New Jersey

Geotechnical Engineer responsible for the planning and implementation of geotechnical subsurface explorations and analyses on critical dam embankment sections for three reservoirs at Canoe Brook. Global slope stability analyses and seepage analyses were performed to verify the current configurations were acceptable under steady state, seismic and overtopping loading conditions.

Reconstruction of Bridge MA-13

Borough of Matawan, New Jersey

Geotechnical Task Leader and owner's special geotechnical consultant for evaluation of as-built conditions and oversight of remedial design efforts associated with drilled shafts, rigid inclusions and load transfer platform associated with the construction of a new bridge and approach embankments. Irregularities observed during construction required the re-evaluation of the drilled shaft capacities, the integrity of rigid inclusions (CMC's) and construction means and methods. Work included oversight of supplemental subsurface exploration program including test borings and CPT's; design and review of Geotechnical Instrumentation including piezometers, inclinometers, push-in pressure cells, survey data, cross hole sonic testing, echo response testing; geotechnical analysis and design for drilled shaft deep foundation systems and Ground Improvement Design and Construction for rigid inclusions including vertical and lateral capacities (L-Pile). Work required Familiarity with Ground Improvement in Transportation Systems, NJDOT Design Manual for Bridge and Structures, as well as AASHTO LFRD Bridge Specifications and FHWA Geotechnical Engineering Manual and Circular.

Reconstruction of Bridge HL-72 and Lake Echo Dam

Township of Howell, New Jersey

Geotechnical Task Leader performed Geotechnical Assessment for Final Design and Construction. Project involves the construction of a 14 foot single span structure consisting of precast concrete tee beam superstructure. The proposed work also involved the rehabilitation of the entire dam embankment including an increase in spillway size and installation of overtopping protection. Key Technical Issues included Subsurface Investigation Program Development, Deep Foundation System Design, scour analysis and mitigation design and Geotechnical Analysis & Design and Report Preparation, scour analysis and mitigation design and Geotechnical Analysis & Design and Report Preparation. Work required familiarity with NJDOT Design Manual for Bridge and Structures, as well as AASHTO LFRD Bridge Specifications and FHWA Geotechnical Engineering Manual and Circulars.



Robert Knotz, PE

Project Consultant | Geotechnical

Mr. Knotz has more than 20 years of experience in engineering design and construction administration with a specialization in geotechnical engineering for public and private clients. His responsibilities include project coordination and implementation, performing engineering analyses and design, preparing reports, and preparing plans and specifications. He has also served as Project Manager for various multi-disciplinary projects overseeing tasks involving many of FPA's technical disciplines. This experience has given him strong project coordination and communication skills, including serve as a client's single point of contact. Mr. Knotz has participated in a range of projects, including buildings, bridges, storage tanks, earth retaining structures, bulkheads, dams, pipelines, highway embankments, pedestrian walkways/trails, and roadways. His involvement has included inspections, construction monitoring, and engineering analysis and design.

In addition, he has extensive geotechnical related experience, including engineering analyses for slope stability, settlement and consolidation, seismic analyses, lateral earth pressures, bearing capacity evaluation, and dewatering evaluations. He has also performed geologic assessments of project sites known to have karst features, identifying the potential formation of sinkholes through the dissolution of carbonate rock. His design work has included shallow and deep foundations, earth retaining structures, soil and rock anchor design, soil improvement projects, pavements, and under drain system design.

Mr. Knotz has evaluated and designed various earth retaining structures, including cantilever and anchored seawalls, gabion wall systems, reinforced concrete gravity structures, and mechanically stabilized earth walls. This has included evaluating external and internal stability, slope stability, structural design, and preparing construction plans.

Mr. Knotz also has extensive experience in water and wastewater projects, including rehabilitating and installing below-grade pipelines and outfall structures and improving and rehabilitating water and wastewater treatment plants. He has been involved with industrial projects, including pipelines and major facility upgrades at petroleum/chemical storage facilities and improving rail, marine, and port facilities throughout the northeast United States.

Mr. Knotz has also been involved in a variety of water resources projects, including dams, hydraulic structures, and spillways. He has participated in dam rehabilitation, stability analyses, seepage analyses, and regular and formal dam inspections, including preparing visual inspection checklists and inspection report summaries. Mr. Knotz has also prepared operation and maintenance manuals (O&M) and emergency actions plans (EAPs).

Career Snapshot

- Over 20 years of experience
- Multi-discipline management experience
- Expertise with earth retaining structures
- Expertise in foundation engineering
- Extensive experience at industrial facilities

Education

- BS, Civil Engineering, Rutgers University
- BS, Physics, Richard Stockton College

Registrations / Licenses

- Professional Engineer: NJ, NY, PA, CT, NH, MA, RI, NC, VA, WV, OH, MD

Specialized Training

- NJDCA Special Inspector, Reinforced Concrete
- OSHA 10-Hour General Industry Safety
- OSHA Certified Space Training
- Transportation Worker Identification Credential (TWIC)

Affiliations

- American Society of Civil Engineers (ASCE)
- Association of State Dam Safety Officials
- NJ Water Environmental Association

BRSA Parkway Force Main

Township of Hazlet, New Jersey

As Project Manager, Mr. Knotz was responsible for developing and coordinating subsurface exploration and laboratory testing programs to facilitate a geotechnical assessment for a proposed sewer force main and pump station. The project includes replacing approximately 1,500 LF of existing piping beneath the Garden State Parkway. The pipe will be installed via horizontal directional drilling (HDD) with installation depths varying from 10-to-60 feet below existing grade. FPA performed subsurface exploration, laboratory testing programs, and a geotechnical evaluation, before preparing a geotechnical report presenting the recommendations relative to the planning, design, and construction of the HDD force main, pump station foundations, excavation bracing, and dewatering. FPA also assisted in preparing the bid specifications.

North Hudson Sewerage Authority – Stormwater Overflow Facility

Hoboken, New Jersey

Mr. Knotz was Project Manager for geotechnical engineering consultation and construction administration services during this project's construction phase. The project included constructing a one million gallon, below grade storage tank, pretreatment facility, pump station, and 30-inch force main. FPA's services included geotechnical engineering consultation related to foundation construction, as well as the technical oversight and special inspection of deep pile foundation installation, reinforced concrete, structural masonry, and structural steel construction.

Pleasure Bay Interceptor and Pump Station

Monmouth Beach, New Jersey

As Project Manager, Mr. Knotz had responsibility for developing and coordinating a subsurface exploration program consisting of test borings to facilitate a geotechnical assessment for a proposed sewer interceptor pipe. The project includes replacing more than 2,000 LF of existing 48-inch diameter sanitary interceptor sewer pipe crossing Pleasure Bay. The new sewer pipe is 54-inches in diameter and was installed via micro-tunneling. The outfall piping was installed beneath the bay floor at depths ranging from 25-to-30 feet below the mudline.

Williamsport Petroleum Pipeline

Trout Run, Pennsylvania

As Project Manager, Mr. Knotz handled developing and coordinating a subsurface exploration program and performing a geotechnical engineering analysis in connection with a petroleum pipeline that was installed utilizing horizontal directional drilling (HDD). The HDD was utilized to advance the pipeline beneath Route 287. The proposed 16-inch HDD was performed as one directional bore to depths ranging from 200-to-230 feet. The planning of the installation of the proposed pipeline also required considering varying surface terrain and subsurface conditions along the alignment, as well as the presence of existing utilities, wetlands, and open waters.

TOSA Deal Outfall

Borough of Deal, New Jersey

In his role as Project Manager, he was responsible for developing and coordinating a subsurface exploration program consisting of test borings to facilitate a geotechnical assessment for a sewer outfall. The project included replacing approximately 1,200 LF of existing ocean outfall piping situated within the Atlantic Ocean with new 36-inch diameter steel pipe. The section of outfall piping to be replaced was situated approximately 1,000 feet offshore. The proposed outfall piping will be founded on the ocean floor, which is at water depths ranging from 25-to-39 feet.



Section 5

Administrative Forms & Requirements

STATEMENT CONCERNING ETHICS COMPLAINTS

I, Steven A. Tardy, PE, of full age and to the best of my knowledge and belief, as of the date of this Certification, hereby certify as follows:

1. I am the President & CEO in connection with the firm, entity, partnership, sole proprietorship which entity is submitting this proposal to the Town of Guttenberg.

2. I am aware of no prior or pending ethics complaints against myself or any firm or entity.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: June 18, 2025

By:



Print Name: Steven A. Tardy, PE

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: French & Parrello Associates, PA

Organization Address: 1800 Route 34, Suite 101, Wall, NJ 07719

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

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

Part II

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

OR

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Steven A. Tardy, PE	1 Alton Way, Scotch Plains, NJ 07076
Matthew Gizzi, PE	6 Wraight Court, Hillsborough, NJ 08844
Andrew L. French, PE	545 Dorothy Place, Brick, NJ 08723
Brian R. Decina, PE	1600 Stony Point Road, Manasquan, NJ 08735
Keith B. Smith, PE	71 Essex Avenue, Hazlet, NJ 07734

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

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

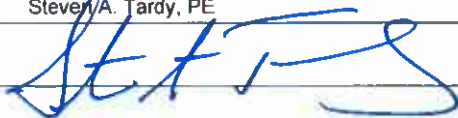
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

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

Full Name (Print):	Steven A. Tardy, PE	Title:	President & CEO
Signature:		Date:	June 18, 2025

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PROFESSIONAL ENGINEERING SERVICES FOR THE JFK BOULEVARD

BID SOLICITATION/PROPOSAL TITLE EAST FLOOD MITIGATION PROJECT

VENDOR/BIDDER NAME French & Parrello Associates, PA

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property or the Town of Guttenberg finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

CHECK THE APPROPRIATE BOX

☒ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the Town of Guttenberg is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the Town, permitting the Town to declare any contract(s) resulting from this certification void and unenforceable.


Signature

June 18, 2025

Dated

Steven A. Tardy, PE President & CEO

Print Name and Title

This form is to be completed, certified and submitted prior to the award of contract.



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

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor"¹) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Circle the Appropriate letter)

- x A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#) on account of activity related to Russia and/or Belarus.
- OR
- B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#) on account of activity related to Russia and/or Belarus.
- OR
- C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary)



Signature of Vendor's Authorized Representative
Steven A. Tardy, PE President & CEO

Print Name and Title of Vendor's Authorized Representative
French & Parrello Associates, PA

Vendor's Name
1800 Route 34, Suite 101

Vendor's Address (Street Address)
Wall, NJ 07719

Vendor's Address (City/State/Zip Code)

June 18, 2025

Date
132800489

Vendor's FEIN
732-312-9800

Vendor's Phone Number
732-312-9801

Vendor's Fax Number
steven.tardy@fpaengineers.com

Vendor's Email Address

¹ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Cont)

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.

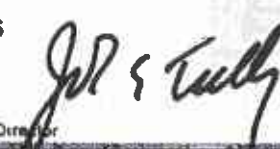
The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: FRENCH & PARRELLO ASSOCIATES P A	TRADE NAME: FRENCH AND PARRELLO ASSOCIATES P A	
ADDRESS: 1800 ROUTE 34 STE 101 WALL NJ 07719	SEQUENCE NUMBER: 0102641	
EFFECTIVE DATE: 04/01/74	ISSUANCE DATE: 11/02/05	
FORM BR-001-011		Director

Certification **7359**
CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Apr-2025 to 15-Apr-2028**

FRENCH & PARRELLO ASSOCIATES, P.A.
1800 ROUTE #34, SUITE #101
WALL NJ 07719



ELIZABETH MAHER MUOIO
State Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Puharic and Associates, Inc PO Box 1132 Wall Twp NJ 07719		CONTACT NAME: Adam Puharic PHONE (A/C, No, Ext): (732) 655-6200 FAX (A/C, No): (732) 503-9971 E-MAIL ADDRESS: adam@puharicassociates.com	
INSURED French and Parrello Associates, PA 1800 Route 34 Suite 101 Wall NJ 07719		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: Continental Insurance Company INSURER C: National Fire Ins Co INSURER D: Illinois Union Insurance Company INSURER E: Continental Insurance Company of New Jersey INSURER F:	
		NAIC # 27960C	

COVERAGES

CERTIFICATE NUMBER: CL2542201459

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			6024516889	05/01/2025	05/01/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRE AUTOS ONLY ☒ COLLIS \$2,000 ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY ☒ Comp \$2,000			6024516911	05/01/2025	05/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 0			6024516908	05/01/2025	05/01/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N N/A			WC624516892	05/01/2025	05/01/2026	☒ PER STATUTE ☐ OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractors Pollution Liability			CPY G47463506 001	05/01/2024	05/01/2026	EACH CLAIM \$5,000,000 POLICY AGGREGATE: \$5,000,000

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

CERTIFICATE HOLDER

CANCELLATION

FOR PROPOSAL ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Terra Insurance Company
(A Risk Retention Group)
Two Fifer Avenue, Suite 100
Corte Madera, CA 94925



DATE

01/01/25

CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER

This is a specimen certificate of insurance. If you require a true certificate of insurance, please contact Terra Insurance Company.

This certifies that the "claims made" insurance policy (described below by policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and is issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not alter, amend or extend the coverage afforded by this policy.

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.

TYPE OF INSURANCE

Professional Liability

POLICY NUMBER

225102

EFFECTIVE DATE

01/01/25

EXPIRATION DATE

12/31/25

LIMITS OF LIABILITY

\$10,000,000 EACH CLAIM

\$10,000,000 ANNUAL AGGREGATE

PROJECT DESCRIPTION

For Evidentiary Purposes Only.

CANCELLATION: If the described policy is cancelled by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance, or ten (10) days in advance for non-payment of premium. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

NAME AND ADDRESS OF INSURED

French & Parrello Associates, P.A.
1800 Route 34, Suite 101
Wall, NJ 07719

ISSUING COMPANY:

TERRA INSURANCE COMPANY

(A Risk Retention Group)

A handwritten signature in blue ink, appearing to read 'David C. Cullen', is written over a horizontal line.

President

Exhibit C

Subrecipient Agreement

**SUBRECIPIENT AGREEMENT BETWEEN
STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
AND THE TOWN OF GUTTENBERG
FOR THE RESILIENT COMMUNITIES PROGRAM**

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**SUBRECIPIENT AGREEMENT BETWEEN
STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
AND THE TOWN OF GUTTENBERG
FOR THE RESILIENT COMMUNITIES PROGRAM**

I. PREAMBLE

This Agreement ("Agreement"), by and between the Department of Community Affairs ("Department," "DCA," or "Grantee") and the Town of Guttenberg ("Town of Guttenberg" or "Subrecipient") together ("the Parties"), confirms the mutual understandings and intentions of the Parties hereto as to the following:

WHEREAS, Hurricane Ida passed through New Jersey from September 1, 2021 through September 3, 2021, bringing several tornadoes, lashing winds and torrential rains, resulting in catastrophic flooding over portions of central and northern New Jersey; and

WHEREAS, on September 5, 2021, the President of the United States declared Hurricane Ida a disaster, including all of New Jersey's twenty-one counties in the disaster declaration under DR-4614; and

WHEREAS, pursuant to the Disaster Relief Supplemental Appropriations Act of 2022, Pub. L. 117-43, and the Continuing Appropriations Act of 2023, Pub. L. 117-180, the United States Congress appropriated funds to the U.S. Department of Housing and Urban Development ("HUD") to be allocated as Community Development Block Grant-Disaster Recovery ("CDBG-DR") among States; and

WHEREAS, HUD allocated a total of \$377,575,000 to the State of New Jersey in CDBG-DR funds to help households and communities recover from Hurricane Ida; and

WHEREAS, DCA has been designated by HUD to administer the State's CDBG-DR funds, which are subject to Federal statutes and regulations governing the use of CDBG-DR funds, as modified by any exceptions and waivers previously granted and which may hereinafter be granted by HUD; and

WHEREAS, the State submitted to HUD, and HUD approved on November 21, 2022, the Hurricane Ida CDBG-DR Action Plan, which included the Resilient Communities Program designed to address unmet recovery and mitigation needs for public infrastructure in HUD-identified and State-identified Most Impacted and Distressed ("MID") areas; and

WHEREAS, the public purpose to be derived from this Agreement is to provide funding for infrastructure projects that will help impacted communities become more resilient to current and future natural hazards as they recover from Hurricane Ida and work to mitigate future risks; and

WHEREAS, subject to the terms and conditions of this Agreement, DCA shall make CDBG-DR Funds available to the Town of Guttenberg in the amount of One million, two hundred fifty-eight thousand, four hundred forty-five dollars and fifty cents (\$1,258,445.50).

WHEREAS, it is in the Parties' mutual interests, as well as in the public interest, to have the Parties' respective responsibilities memorialized in a written agreement.

NOW, THEREFORE, DCA and the Town of Guttenberg do hereby agree as follows:

II. GENERAL DEFINITIONS AND LIST OF APPENDICES

A. Definitions

Unless specifically provided otherwise or the context requires otherwise, when used in this Agreement:

"Act" means the Disaster Relief Supplemental Appropriations Act of 2022 for major disasters occurring in 2020 and 2021 (Pub. L. 117-43), approved on September 30, 2021.

"Activity Delivery Costs" means the actual implementation and delivery costs, including staff and overhead cost, directly related to carrying out activities under 24 C.F.R. § 570.201 through § 570.204. These costs are considered part of such activities and are specifically excluded from the definition of administrative costs set forth in 24 C.F.R. § 570.206.

"Action Plan" means the New Jersey Department of Community Affairs' Hurricane Ida Action Plan for the State of New Jersey, and any subsequent Action Plan Amendments thereto, formally submitted to and approved by the U.S. Department of Housing and Urban Development pursuant to the Disaster Relief Supplemental Appropriations Act of 2022 and Title I of the Housing and Community Development Act of 1974 ("HCD Act").

"Agreement" means this agreement between the Subrecipient and DCA to carry out the project funded by the Resilient Communities Program and described in Appendix C.

"Allowable Costs" (also referred to as **"Eligible Costs"** or **"Eligible Expenses"**) means costs that are acceptable under 2 C.F.R. Part 200, Subpart E, and which are approved as part of an activity in this Agreement or other agreements related thereto.

"CDBG" or **"CDBG-DR"** means a grant governed by Title I of the Housing and Community Development Act of 1974, as amended, and those regulations set forth in 24 C.F.R. Part 570, Subpart I, and 2 C.F.R. Part 200, as may be amended from time to time, and all other applicable Federal and State regulations and laws and assurances signed by Department of Community Affairs.

"Contractor" means a contractor paid with CDBG-DR funds in return for a specific service (e.g., demolition, property surveys, property appraisals, etc.). A contractor is a third-party firm that either Subrecipient or DCA contracts with through a formal procurement process to perform specific functions.

"Covered Persons" means any person who is an employee, agent, State Community Development Block Grant Program consultant, officer, elected official, or appointed official of a covered entity. Covered entities include: the State; units of general local government that receive CDBG funds; designated public agencies that receive CDBG funds; and subrecipients thereof which receive CDBG funds.

"DRM" means the Division of Disaster Recovery and Mitigation, a Division within the New Jersey Department of Community Affairs.

"Duplication of Benefits" means the Subrecipient received duplicative financial assistance for the same disaster recovery purpose from multiple sources of federal and other support. Duplication occurs when a beneficiary receives assistance from multiple sources for a cumulative amount that exceeds the total need for a particular disaster recovery purpose. 42 U.S.C. § 5155(a), (c).

"Eligible Activity" means any project, program, or portion thereof that (i) receives financial assistance under this Agreement consistent with the Hurricane Ida CDBG-DR Action Plan, any Action Plan Amendments, and Federal Register Notices applicable to Tropical Storm and/or Hurricane Ida allocations; and (ii) is otherwise compliant with applicable Federal laws and regulations, and therefore is eligible to receive CDBG-DR funding.

"Eligible Costs" means costs for the activities specified in this Agreement for which Grant Funds are budgeted, provided that such costs (i) are incurred in connection with any activity eligible under the Disaster Relief Supplemental Appropriations Act of 2022, Pub. L. 117-43; Continuing Appropriations Act of 2023, Pub. L. 117-180; Title I of the Housing and Community Development Act of 1974; and all applicable regulations and requirements, and (ii) conform to the requirements of 2 C.F.R. Part 200, Subpart E, Cost Principles, as may be amended from time to time.

"Environmental Review Procedures" means the conditions imposed by law, particularly 24 C.F.R. Part 58 and the provisions of the Agreement which prohibit or limit the commitment and use of Grant Funds until certain environmental review procedural requirements have been completed.

"Environmental Requirements" means the requirements described in 24 C.F.R. Part 58.

"Environmental Studies" means all Eligible Activities necessary to produce an "environmental document," as that term is defined at 40 C.F.R. § 1508.1(k), or to comply with the requirements of 24 C.F.R. Part 58.

"Grantee" means, as used in this Agreement, the New Jersey Department Community Affairs.

"Grant Funds" means those funds to be provided by DCA to Subrecipient pursuant to the terms of this Agreement.

"HUD" means the U.S. Department of Housing and Urban Development.

"Income" means the definition of income established by HUD for determining income eligibility or income range classification as a subrecipient of programs provided through this Agreement.

"Low- and moderate-income" ("LMI") means family or household annual income (including income derived from assets) at or less than eighty (80) percent of the area median income established by HUD annually by county.

"Municipality" means, as used in this Agreement, "Subrecipient." See definition of Subrecipient below.

"National Objectives" means the following policy objectives of Title I of the Housing and Community Development Act of 1974 ("the HCD Act"): (a) urgent need, such that (i) the activity addresses existing conditions that pose a serious and immediate threat to the health or welfare of the community in the aftermath of a disaster, and (ii) other financial resources are not available to meet such needs; (b) benefit to low- and moderate-income persons, either (i) directly, or (ii) to a geographical area with a population concentration of low- and moderate- income persons that HUD determines would satisfy the aims of the HCD Act. HUD must approve at least one (1) National Objective for application, and the Subrecipient must comply with that National Objective in using CDBG-DR to carry out the Resilient Communities Program.

"Personally Identifiable Information" means information that can be used to distinguish or trace an individual's identity, such as name, and Social Security number, alone or when combined with other personal and identifying information which is linked or linkable to a specific individual.

"Program" means the Resilient Communities Program.

"Program Income" is defined at 24 C.F.R. § 570.500(a) and means (a) gross income generated by the use of CDBG-DR funds received by the Subrecipient, except as amended by 88 Fed. Reg. 32046, 32074 (May 18, 2023); or (b) a pro-rata portion thereof for activities only partially assisted with such funds. Such income includes, but is not limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.

"Project Activities" means the activities described in this Agreement (and those developed hereafter) that are to be carried out to meet the objectives of the Resilient Communities Program and related requirements pursuant to the Hurricane Ida CDBG-DR Action Plan and applicable laws and regulations.

"Resilient Communities Program" means the program administered by the DCA that provides funding for infrastructure projects to help selected communities become more resilient to current and future natural hazards as they recover from Hurricane Ida and work to mitigate future risks.

"Resilient Communities Program Policy Guidelines" means the policy adopted by DRM to run the Resilient Communities Program and which is incorporated herein by reference. This policy can be found on the DCA DRM website in its most recent version at [Resilient Communities Policy Version 3_508.pdf](#)

"Resilience Performance Metrics" – measures of performance created by DCA to track CDBG-DR funded activity to construct, reconstruct, or rehabilitate residential or non-residential structures. See the CDBG-DR Consolidated Notice (Appendix B to 88 Fed. Reg. 3198 (January 18, 2023)).

"SIROMS" means State Integrated Recovery Operations and Management System.

"Subrecipient" means, as used in this Agreement, the recipient of an award under the Resilient Communities Program. Subrecipient is defined under 24 C.F.R. § 570.500(c). As used in this Agreement, "Subrecipient" is Municipality.

"Subrecipient Activities" means those activities of the Resilient Communities Program to be carried out directly by the municipalities receiving awards, including those that awardees designate to their agents or contractors.

B. List of Appendices

Appendix A: Statement of Assurances

Appendix B: Schedule of Milestones

Appendix C: Project Description

Appendix D: Project Budget

Appendix E: Subrogation Agreement

Appendix F: Resilient Communities Program Policies and Procedures (or the most recently amended version, as posted on the Resilient Communities Program webpage on the DCA website.

Appendix G: CDBG-DR Infrastructure Subrecipient Manual

Appendix H: Municipality's Resolution

III. SCOPE OF AGREEMENT

A. Grant Award

Subject to the terms and conditions of this Agreement, DCA, as administrator of the CDBG-DR funds allocated to the State, shall make available to Subrecipient CDBG-DR funds to implement the Resilient Communities Program Project (the "Project") as follows: in the amount of One million, two hundred fifty-eight thousand, four hundred forty-five dollars and fifty cents (\$1,258,445.50) for the purpose of funding Eligible Activities as described in Appendix C and below. Funds will be provided to the Town of Guttenberg on a reimbursement basis.

B. Goals and Objectives

The activities funded by this Agreement shall assist in meeting the National Objectives of the CDBG-DR program and in the execution of the Resilient Communities Program ("Program"), which aims to fund unmet recovery and mitigation needs for public infrastructure projects that will help HUD-identified and State-identified "most impacted and distressed" ("MID") areas become more resilient to current and future flood-related natural hazards.

C. The Project

1. Statement of Work

The Town of Guttenberg will be reimbursed for Eligible Costs associated with implementing the Project in accordance with the Budget (Appendix D) and the following provisions. The various components of the Project are described in Appendix C.

Pursuant to the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190, all projects must complete an environmental assessment before DCA may release any funds for engineering and construction. The Town of Guttenberg will take no choice-limiting

actions before receiving the HUD Authorization to Utilize Grant Funds. Choice-limiting actions as defined under 24 C.F.R. § 58.22 are any activity undertaken by the Town of Guttenberg after the federal nexus (or, here, the date of the Municipality's submission of an application to the Program) but prior to obtaining environmental clearance, that reduces or eliminates the Town of Guttenberg's opportunity to choose project alternatives that would avoid or minimize environmental impacts or enhance the quality of the human environment. Choice-limiting actions may include, but are not limited to: real property acquisition, demolition, disposition, rehabilitation, repair, new construction, site preparation or clearance, ground disturbance, and executing a binding legal contract to commit these activities that is not conditioned on successful completion of the environmental review process. If Municipality violates this regulation, DCA may revoke Project approval and/or defund the Project.

All federal procurement rules (2 C.F.R. § 200.317 et al.) must be followed in order to ensure projects remain eligible for CDBG-DR funding.

2. Roles and Responsibilities

The Town Administrator of the Town of Guttenberg shall be the primary contact and the individual responsible for the oversight of the Project. At a minimum, Cosmo Cirillo and/or his/her designated staff shall visit each site weekly. Along with the finance, legal and procurement professionals in the Town of Guttenberg, Cosmo Cirillo and their respective staff constitute the Project Team. The appropriate members of the Project Team shall make themselves available for weekly calls or in-person meetings with DCA or its consultants. The Town of Guttenberg shall provide monthly updated cash flow projections.

DCA will monitor the Project and provide oversight to ensure completion. As the grantee for federal CDBG-DR funds, DCA is responsible for assuring the Project meets a National Objective. DCA shall also ensure the Town of Guttenberg complies with Federal, State, local, and Program requirements, including those enumerated in the Statement of Assurances, attached as Appendix A. DCA may hire a Construction Management Firm ("CMF") to aid in these responsibilities. DCA and/or consultants will meet with the Project Team to develop a Master Project Schedule and monitor the Project in accordance with that schedule.

DCA and/or its CMF will review Funds Requests to ensure that any expenses therein are eligible for reimbursement under applicable laws and Program policies.

When the Project is complete, the Town of Guttenberg will be responsible for its ongoing operations and maintenance.

3. Budget and Eligible Costs

The Town of Guttenberg shall use the Grant Funds for the Eligible Costs associated with implementing the Project Activities in accordance with the Budget in Appendix D and the provisions set forth in this Agreement. DCA will reimburse actual reasonable Eligible Costs related to the Project Activities in an amount up to \$1,258,445.50. Eligible Project Activities include, but are not limited to, acquisition, pre-construction, construction or reconstruction, installation, and other improvements. Project Activities

are enumerated in Appendix B, as limited by applicable laws, Resilient Communities Program Policy, and the Hurricane Ida CDBG-DR Action Plan, as may be amended from time to time.

The Parties may agree, in writing, to revise the Budget or reallocate funds between Budget categories without amending this Agreement. In such a case, however, the revised or reallocated Budget may not exceed the total allocation of the Grant Funds under the Agreement without DCA's prior written consent and any other necessary State and/or federal consent. All costs in any revised budget must be reasonable, eligible, and allowable in accordance with 2 C.F.R. 200, Subpart E.

CDBG-DR funds awarded under this agreement shall not be used for costs related to maintenance and operation of the Project, the purchase of construction equipment, or buildings for the general use of government. Fines, penalties, damages, and other settlements are unallowable costs to the Program.

IV. PERFORMANCE REQUIREMENTS

A. Expenditure Deadline and Period of Performance

The Subrecipient must expend all Grant Funds within three (3) years of this Agreement's execution date ("Expenditure Deadline") unless DCA grants an extension in writing. The Subrecipient shall ensure that all subaward agreements, contracts, and subcontracts clearly stipulate this period of performance or date of completion.

DCA shall recapture any Grant Funds that the Subrecipient fails to expend by this deadline.

B. Property Standards

Real property acquired by the Subrecipient under this Agreement shall be subject to CDBG-DR laws governing acquisition and the use of acquired property. The acquisition cost must comply with applicable costs principles and with acquisition requirements at 49 C.F.R. 24, Subpart B, as revised by 88 Fed. Reg. 32046 (May 18, 2023).

C. Financial and Performance Reporting

1. The Subrecipient shall submit interim expenditure reports, comparing actual expenditures with the approved Program Budget on a monthly basis and updating cash flow and budget projections. These reports must be certified by the Subrecipient's Chief Financial Officer.
2. The Subrecipient shall submit performance reports to the DCA on a monthly basis. Performance reports shall present the following information for each project and shall include all available and relevant, quantitative data regarding (1) whether project work units are being produced; (2) whether tasks are being completed; and (3) the actual costs for each unit or task:

- i. How the Subrecipient's actual accomplishments compare to the objectives established in Section III.B of this Agreement and the Project and Payment Schedule provided by the Project Team;
 - ii. Reasons why the Subrecipient failed to meet established goals or complete scheduled tasks; and
 - iii. Additional pertinent information, including a description of work performed during the reporting period, any Work Orders or modifications to the planned scope of work, and an anticipated work schedule for the next reporting period.
3. Within ninety (90) days after the Expenditure Deadline, the Subrecipient shall submit a (1) final report on its overall performance of this Agreement, and (2) a final Expenditure Report, certified by the Chief Financial Officer, comparing the Program's actual expenditures with the Approved Program Budget.
4. If these reports are not submitted as required, the DCA may, at its discretion, suspend payments under this Agreement. If the Subrecipient has a history of unsatisfactory performance or the Subrecipient does not submit satisfactory reports, the Department may require the Subrecipient to submit additional and more detailed reports.

D. Monitoring Performance

1. The Subrecipient shall continually monitor its performance under this Agreement to assure that it is meeting the Program Schedule of Milestones (Appendix B), accomplishing projected work units or scheduled tasks, and achieving other performance goals as applicable.
2. The Subrecipient shall inform the DCA as soon as possible if any of the following types of conditions affect project objectives and performance, and shall describe what action it contemplated or took, or what DCA assistance it needs, to respond to any such condition:
 - i. Problems, delays, or adverse conditions that will materially affect the Subrecipient's ability to attain project objectives, meet time schedules and goals, or complete project work units or tasks as scheduled, and
 - ii. Favorable developments or events that allow the Subrecipient to (1) meet time schedules and goals sooner than expected, or (2) produce more project work units or complete more work units or tasks than originally expected.
3. DCA shall monitor the Subrecipient's performance as necessary, and in accordance with the regulations in 2 C.F.R. § 200.331-333, to ensure Subrecipient is complying with the requirements of this Agreement, including the Project Activities' timeframes and performance goals.
4. HUD or DCA may, at their discretion, visit Project sites and Subrecipient offices to:
 - i. Review project accomplishments and management control systems,

- ii. Audit the financial records pertaining to this Agreement, and
 - iii. Provide technical assistance as required.
5. If the Subrecipient is not performing satisfactorily in DCA's judgment, DCA may require the Subrecipient to take remedial measures, such as obtaining additional approvals before proceeding or obtaining outside technical or managerial assistance. Should DCA find, in its sole discretion, that the Subrecipient's performance is substandard, the Subrecipient will be in breach of this Agreement. If DCA notifies the Subrecipient of its substandard performance and the Subrecipient fails to take action to correct such performance within a reasonable time, DCA may (1) impose additional conditions on the Subrecipient and its use of CDBG-DR funds consistent with 2 C.F.R. § 200.208, (2) suspend or terminate this Agreement, or (3) initiate other remedies for noncompliance, as appropriate and permitted under 2 C.F.R. § 200.339.

V. COMPLIANCE WITH APPLICABLE LAWS AND POLICIES

- A. The Subrecipient agrees to comply with all Federal, State, and local laws, rules, and regulations that generally apply to the Subrecipient's activities in performing this grant.
- B. These laws and regulations include, but are not limited to the following:
- 1. **Federal Office of Management and Budget (OMB) documents:**
<http://www.whitehouse.gov/omb/circulars/>
 - 2. **New Jersey Department of the Treasury, Office of Management and Budget documents:**
 - a) Circular 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid:
https://www.nj.gov/infobank/circular/cir1508_omb.pdf
 - b) State Grant Compliance Supplement:
<https://www.nj.gov/treasury/omb/stategrant.shtml>
 - 3. **State Affirmative Action Legal Citations:**
The requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A 10:5-31 *et seq.*, and all implementing regulations.

DCA may terminate this Agreement if the Subrecipient, in executing the Project, fails to comply with any applicable laws, rules or regulations.

- C. The Parties expressly acknowledge that the subject matters of this Agreement are governed by HUD's CDBG-DR program, which, by its emergency nature, may be modified or clarified over time.

D. The Subrecipient's rights and obligations under this Agreement are set forth in the Resilient Communities Program Policy Guidelines (see [here](#)), attached hereto as Appendix F, and further detailed in the CDBG-DR Infrastructure Subrecipient Manual (see [here](#)) as Appendix G, both of which are incorporated herein.

E. The Subrecipient's rights and obligations under this Agreement are further set forth in 24 C.F.R. § 570.502, Applicability of Uniform Administrative Requirements. The Subrecipient agrees to comply with all applicable Federal CDBG-DR requirements and cross-cutting statutes and regulations, as more fully detailed in the Statement of Assurances attached hereto as Appendix A. DCA will provide Grant Funds under this Agreement only if Subrecipient complies with (1) this provision, and (2) all applicable CDBG-DR program policies and regulations, guidelines, and standards, including:

1. 24 C.F.R. Part 570, Community Development Block Grants;
2. 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and
3. Federal Register notices under HUD (including applicable waivers), including but not limited to 87 Fed. Reg. 31636 (May 24, 2022) and 88 Fed. Reg. 3198 (January 18, 2023).

F. Compliance Plan

As provided in Section 7.2 of the Resilient Communities Program Policy Guidelines, the Subrecipient will create a written comprehensive compliance plan setting forth how it will comply with the requirements of applicable State and Federal laws, CDBG-DR waivers and regulations published in the Federal Register, 24 C.F.R. Part 570, 2 C.F.R. Part 200, and the Hurricane Ida CDBG-DR Action Plan.

The Subrecipient will fully cooperate with DCA, HUD, and monitors/auditors of HUD's Office of the Inspector General and will provide them access to any requested databases or documents where necessary to ensure the Subrecipient's compliance with any laws, policies, or regulations noted in this section.

G. Environmental Compliance

Pursuant to NEPA, the Subrecipient must complete an environmental review before DCA may release any funds for engineering and construction. DCA will be the Responsible Entity for environmental review, decision-making, and, in accordance with 24 C.F.R. Part 58, any other action that would otherwise apply to HUD under NEPA and other related provisions of law. The Subrecipient agrees, however, that it will not commit funds to any action that may be considered a choice-limiting action until HUD (1) approves a Certification of Compliance with Environmental Laws and Request for Release of Funds, and (2) issues the Authorization to Use Grant Funds ("AUGF").

H. Uniform Relocation Act and HCDA Section 104(d)

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"), as amended, 42 U.S.C. 4601-4655, 49 C.F.R. Part 24, 24 C.F.R. Part 42 and 24 C.F.R. 570.606. URA establishes minimum standards for federally funded programs and projects that acquire real property or displace persons from their homes or businesses. The URA applies broadly to all planned or intended federally funded projects, funded in whole or in part, that, at any point, acquire, rehabilitate, or demolish any property.

Under Section 104(d) of the Housing and Community Development Act of 1974, and implementing regulations at 24 C.F.R. Part 42, Subpart C, Subrecipients must certify that they have in effect and are following a residential anti-displacement and relocation assistance plan, and that they will minimize displacement of persons as a result of federally assisted activities. 42 U.S.C. § 5304. To satisfy this requirement, Subrecipient shall adopt DCA's RARAP Policy which can be found in Appendix A of the DCA Uniform Relocation and Real Property Acquisition Policy, [linked here](#).

- I. The Subrecipient shall (1) require all of its subcontractors (and all tiers of their subcontractors) to adhere to all applicable State and federal laws and regulations, and (2) conduct all necessary monitoring for such compliance. Applicable State and federal laws and regulations shall include all applicable federal CDBG-DR statutes and regulations, including, but not limited, to the requirements set forth in this Agreement and the Statement of Assurances (attached hereto as Appendix A).

VI. ELIGIBLE COSTS AND DUPLICATION OF BENEFITS

- A. Subrecipient shall receive and use Grant Funds for Eligible Costs, as defined in Section II of this Agreement. To qualify as Eligible Costs, costs must further the intent of this Agreement, as well as its goals and objectives. Eligible Costs must also be (1) related to the Eligible Activities; (2) recovery-related; (3) included in the budget and (4) approved by DCA. To be approved, Eligible Costs must meet all CDBG-DR eligibility rules and DCA requirements.
- B. As stated in the Subrogation Agreement signed by both parties, the Subrecipient will establish and implement processes and procedures to prevent any duplication of benefits, as defined by in § 312 of the Stafford Act and Section II of this Agreement. 42 U.S.C. § 5155(a) and (c). In doing so, the Subrecipient will use the duplication of benefits guidance provided in 84 Fed. Reg. 28836 (June 20, 2019). Per CDBG-DR regulations, and as mentioned in Section 5.5 of the Resilient Communities Program Policy Guidelines, the Subrecipient must disclose all other Project-related benefits (e.g., cash, in-kind, grants, loans) which it has already received, or which it may receive, to ensure that federal funds do not duplicate funds received from other sources. If the Subrecipient receives other disaster assistance funding for any Project Activities, the Subrecipient agrees to repay any Grant Funds allocated to those activities.

VII. NATIONAL OBJECTIVE

The activities funded by this Agreement shall assist in meeting the CDBG-DR program's National Objectives, as specified by the Hurricane Ida CDBG-DR Action Plan, as amended. Those objectives include:, (1) benefiting LMI persons and households or (2) addressing an urgent need.

VIII. CONTRACT MONITORING/PERFORMANCE MEASURES

- A. The contract monitor for DCA on this Agreement is the Commissioner of the DCA, or his/her designee. This Agreement's performance will be measured by how well the Subrecipient is performing and completing its obligations, as provided by (1) this Agreement and any attachments, and (2) the Subrecipient's own approved program policies and procedures. As provided in Section III.C.2, the Subrecipient shall provide DCA project progress reports and any relevant data in their monthly status updates and weekly calls. DCA will provide the Subrecipient a required reporting schedule and data format. Reporting requirements may require Subrecipient to obtain data from third parties (i.e., persons who receive Grant Funds or other beneficiaries of the program, including further subrecipients, grantees, and/or contractors and subcontractors). The Subrecipient is solely responsible for executing any agreements it may need to use and access such data.
- B. Resilience Performance Metrics. Pursuant to the HUD CDBG-DR Consolidated Notice (Appendix B to 88 Fed. Reg. 3198 (January 18, 2023)), DCA may also require the Subrecipient to track and report its progress using DCA's Resilience Performance Metrics, such as: (1) number of linear feet of public improvement; (2) number of linear miles of public improvement; and (3) number of public facilities.
- C. DCA shall review and audit the Subrecipient's progress. In doing so, to meet the requirements of 42 U.S.C. § 5304(e)(2), DCA may conduct onsite reviews of (1) the Subrecipient, and (2) any subgrantees or contractors conducting Project Activities. Should the Subrecipient, its subgrantee, or its contractor fail to comply, DCA shall take any appropriate action to address any deficiency, adverse effects, or consequences.

IX. CONFLICTS OF INTEREST

- A. No involved person shall have a financial interest in (1) work associated with the Project, or (2) any activity or benefit associated with this Agreement. For the purposes of this paragraph, an "involved person" includes: (1) the Subrecipient's designees, agents, members, officers, employees, consultants and members of its governing body; and (2) any person who can participate in Project-related decision-making or obtain non-public information regarding the Project. This definition includes individuals who previously met the definition of an "involved person," but no longer do (e.g., a former employee). A "financial interest" includes both direct and indirect interests in a

contract, subcontract, or the proceeds thereof. However, DCA may issue written exceptions to this prohibition. To request such an exception, the requestor must document and submit all relevant procedures to DCA in writing.

- B. The procedures for requesting and documenting an exception from the Conflict of Interest provisions shall include the applicable procedures delineated in 24 C.F.R. § 570.489(h)(4), and Executive Order No. 189 (Kean 1988).
- C. This Conflict of Interest provision shall be in addition to the requirements in 2 C.F.R. § 200.112, 2 C.F.R. § 200.318, 24 C.F.R. § 570.489(h), and 24 C.F.R. § 570.611.
- D. The Subrecipient agrees to abide by the provisions of 2 C.F.R. § 200.112 and 24 C.F.R. § 570.611, which include (but are not limited to) the following:
 - 1. The Subrecipient shall maintain a written code or standards of conduct governing the performance of any of its officers, employees, or agents that award and administer contracts supported by federal funds.
 - 2. No Subrecipient employee, officer, or agent with a real or apparent conflict of interest shall participate in selecting, awarding, or administering a contract supported by federal funds.
 - 3. No "Covered Persons" who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the assisted activity, or with respect to the proceeds from the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "Covered Person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of Subrecipient.
- E. The Subrecipient will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have business, or immediate family ties.

X. PAYMENT PROCESS; COMPENSATION

- A. Subrecipient shall submit Funding Requests for Eligible Costs to DCA's Construction Management Firm for review and preliminary approval. The Construction Management Firm shall submit all approved Funding Requests to DCA for final approval, using the State Integrated Recovery Operations and Management System ("SIROMS"). The Subrecipient shall submit Funding Requests on a DCA payment schedule based on DCA-approved, Subrecipient-submitted project milestones. The payment schedule shall clearly identify any documentation the Subrecipient must provide as part of its Funding Requests. Once DCA has reviewed and approved a

Funding Request, the Funding Request will be submitted to the DCA Finance Director, or his/her designee, for approval of payment. If DCA denies a Funding Request, DCA will return that request to the Subrecipient for revision. DCA's denial shall include a written explanation for the denial and any steps the Subrecipient must take to resubmit the request and obtain DCA approval.

- B. Subrecipient shall fully document all expenses incurred. Subrecipient agrees to keep this documentation readily accessible to DCA, the federal funding source, and any other monitoring/auditing agency upon request.
- C. Should the Subrecipient breach any part of this Agreement, DCA may refuse to approve Funding Requests until DCA finds the Subrecipient is no longer in breach. While a breach remains, DCA may similarly refuse to approve any other funds payable under this Agreement.

XI. TERM OF AGREEMENT; TERMINATION OR SUSPENSION OF AGREEMENT

A. Term of Agreement

Once executed by both parties, this Agreement shall become effective immediately. Once effective, this Agreement shall continue until (1) the Subrecipient no longer supervises or controls any Grant Funds, or (2) either party terminates the Agreement in accordance with its terms and conditions.

B. Termination/Suspension for Cause

DCA may suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially breaches any provision of the Agreement. Before doing so, DCA must (1) notify the Subrecipient of the alleged breach in writing, (2) provide the Subrecipient thirty (30) days to cure such breach, and (3) if the Subrecipient fails to cure the breach, provide the Subrecipient forty-five (45) days' advance written notice specifying the date on which the Agreement will be suspended or terminated. Material breaches include, but are not limited to, the following:

1. Failure to comply with (1) any of the rules, regulations, or provisions referred to in this Agreement, or (2) any applicable statutes, regulations, executive orders, or HUD guidelines, policies, or directives;
2. Failure to fulfill any material obligations of this Agreement in a timely and proper manner;
3. Submission of any materially incorrect or incomplete reports to DCA, HUD, or either of their auditors; or

4. Ineffective or improper use of Grant Funds provided under this Agreement.

C. Termination for Convenience

DCA or the Subrecipient may terminate this Agreement at any time, in whole or in part, for either party's convenience by giving at least sixty (60) days' prior written notice. Upon receipt of notice, Subrecipient shall, unless the notice directs otherwise, immediately discontinue all activities related to this Agreement except as otherwise legally required in accordance with paragraph (F) below.

D. Termination Due to Unavailable Funding

The continuation of this Agreement is contingent upon the appropriation and release of sufficient funds to DCA to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to DCA for fulfillment of this Agreement shall constitute reason for termination of the Agreement by either Party.

E. Post-Termination Obligations Governing Use of CDBG Funds

If this Agreement is terminated, the Subrecipient must continue to meet all statutory, regulatory, or Agreement obligations governing the use of CDBG-DR funds, such as: (1) its duty to maintain and provide access to records; (2) its duty to monitor and report the use of any Grant Funds; (3) its duty to enforce compliance with the terms of any grants it issues under this Agreement; and (4) its duty to monitor, collect, and manage Program Income, if applicable. The provisions of this Section shall survive termination of this Agreement.

F. Payment Upon Termination

Except in the event of termination or suspension for cause or for circumstances otherwise described herein, DCA will reimburse eligible costs submitted by Subrecipient to DCA no later than ninety (90) days of the date of termination, provided: (1) the costs result from financial obligations which were properly incurred by the Subrecipient before the effective date of suspension or termination, and not in anticipation of it; and (2) the costs would be allowable if the Federal award was not suspended or if the Federal award expired normally at the end of the period of performance in which the termination takes effect.

XII. ADMINISTRATIVE REQUIREMENTS

A. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall, pursuant to the State Records Retention Schedules ([linked here](#)), retain financial records, supporting documents, statistical records and all other records relevant to this Agreement for seven (7) years after DCA makes its last payment under this Agreement unless otherwise stipulated below. The Subrecipient may adopt, in accordance with 2 C.F.R. § 200.334-338, appropriate methods for collecting, transmitting, and retaining records, including retaining electronic versions of printed records, so long as the retained records are periodically reviewed for quality, are reasonably safeguarded against alteration, and remain readable.

If any litigation, claim, or audit begins before the end of the seven (7) year period, the Subrecipient shall retain all relevant records until that litigation, claim or audit has been resolved.

If the Subrecipient acquires nonexpendable property with Grant Funds, it shall retain all records regarding that property for seven (7) years after the property's final disposition.

2. Access to Records

DCA, the State Comptroller, HUD, the Comptroller General of the United States, and any of their duly authorized representatives or agents, shall, in order to conduct audits and examinations or make excerpts and transcriptions, have access to any of the Subrecipient's books, documents, papers, and records that are directly pertinent to this Agreement. With respect to those records referenced in the Statement of Assurances, DCA and Subrecipient shall comply with the access requirements set forth in 24 C.F.R. § 570.506.

The Subrecipient and DCA shall provide citizens or other third parties with reasonable access to records regarding the past use of CDBG-DR funds. In doing so, the Subrecipient and DCA shall comply with all applicable Federal, State, and local laws regarding privacy and confidentiality obligations. Whenever practical, DCA shall give the Subrecipient reasonable notice of any visitation, inspection, or audit, including any visitation or documentation request DCA conducts to discharge the State's responsibilities. However, DCA retains the right to make unannounced visits, inspections, and audits during normal business hours, as deemed necessary.

The Subrecipient shall ensure that DCA has access to records, relating to this Agreement for any contractor or subcontractor of Subrecipient and Subrecipient shall include language to that effect(s) in any contract with the contractor or subcontractor. DCA reserves the right to access any work papers the Subrecipient, its contractors, or subcontractors produced in connection with audits made by the Subrecipient,

independent certified public accountants, or licensed public accountants hired by the Subrecipient to perform such audits.

Each party understands that State and federal law, including the New Jersey Open Public Records Act, N.J.S.A. § 47:1A-1.1 *et seq.*, may require Subrecipient and DCA, as instrumentalities of the State, to provide access to information obtained pursuant to this Agreement. If the Subrecipient acquires personally identifiable information ("PII") while performing its obligations, it shall redact such PII before furnishing said information to any third party.

DCA shall own all (1) records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by Subrecipient in connection with this Agreement; and (2) all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein. However, DCA shall only own any such items if (1) the Subrecipient owns them, either in whole or in part; and (2) no third party has the legal contractual right to prevent DCA's ownership. Moreover, the Parties may mutually agree that the Subrecipient retains ownership to any such items.

DCA may ask the Subrecipient to provide certain records when DCA determines that those records should be retained for a long-term period. DCA will further direct the Subrecipient to retain any other necessary records.

3. Original Records

Notwithstanding Paragraph 2, the Subrecipient shall provide DCA all original documents at final closeout. Those original documents will thereafter become property of the State of New Jersey. DCA must subsequently dispose of those original documents pursuant to the Destruction of Public Records Act of 1953, Pub. L. 1953, c. 410.

B. Closeout Requirements

The Subrecipient must continue to meet its obligations under this Agreement until all closeout and post-closeout requirements, as set forth in 24 C.F.R. § 570.509 and 2 C.F.R. §§ 200.344-345, are completed. In addition, this Agreement shall remain in full effect while the Subrecipient supervises or controls any Grant Funds, including Program Income.

The Subrecipient shall submit to DCA a final report within ninety (90) days after the Expenditure Deadline. In submitting the final report, the Subrecipient shall agree to return or de-obligate any unliquidated balance under the Program Budget. If the Subrecipient has spent any Grant Funds on disallowed costs, DCA will request that those funds be repaid in full. The Subrecipient shall thereafter repay those funds within thirty (30) days of DCA's request.

Should no final audit occur before closeout, DCA retains the right to recover any appropriate amount after fully considering the final audit's recommendations regarding disallowed costs.

The Subrecipient shall account for any property it acquires using Grant Funds or other funds received from DCA. The Subrecipient shall comply with any Federal closeout procedures applicable to this Project, as well as any Federal closeout procedures necessary for the Subrecipient or DCA to receive Federal reimbursement for any funds expended under this Agreement.

The Department retains the right to request any additional information necessary to closeout this Agreement and may retain any final grant payment until closeout is complete.

C. Audits & Inspections

1. All Agreements may be audited by the State. The State may, in its discretion, audit this Agreement for up to five (5) years after the last payment date or as otherwise required by the Office of the State Comptroller, whichever is later. Any such audit must follow generally accepted auditing standards, including those described in the Federal General Accounting Office Government Auditing Standards.
2. The Subrecipient shall comply, and shall require all contractors and subcontractors to comply, with all relevant provisions of federal and State law pertaining to audit requirements, including NJ OMB Circular Letter 25-12-OMB, "Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid."
3. Pursuant to the Federal Single Audit Act of 1984, Pub. L. 98-502 ("Audit Act"), the Single Audit Act Amendments of 1996, Pub. L. 104-156 ("Audit Act Amendments") and 2 C.F.R. Part 200, Subpart F, Audit Requirements, the Audit Act's single audit provisions govern any federally-funded grant to a local government. Pursuant to State Circular Letter 25-12-OMB (effective December 26, 2014), the State of New Jersey has adopted by reference the standards and provisions of the Audit Act and 2 C.F.R. Part 200, Subpart F. In addition to any other audit requirements set forth in this Agreement, Subrecipient agrees to comply with 2 C.F.R. § 200, Subpart F, Audit Requirements, including:
 - a. If Subrecipient expends \$1,000,000 or more in Federal financial assistance during Subrecipient's fiscal year, Subrecipient must have a single or program-specific audit for that year performed in accordance with the Audit Act, Audit Act Amendments, 2 C.F.R. § 200, Subpart F, Audit Requirements.
 - b. If Subrecipient expends less than \$1,000,000 in Federal financial assistance during Subrecipient's fiscal year, it is exempt from Federal audit requirements for that year, except as noted in 2 C.F.R. § 200.503, but must make records available for review or audit by appropriate officials.

4. Where a single audit or other audit conducted hereunder indicates that the Subrecipient has failed to comply with the material terms and conditions of this Agreement in any way, the Subrecipient shall take corrective action as permitted or required by this Agreement or as otherwise required by the Department. Furthermore, any auditor shall recommend whether DCA should disallow any of the Subrecipient's incurred costs as beyond this Agreement's scope or the purpose of this Agreement, excessive, or otherwise impermissible. DCA retains the right to recover any disallowed expenditures, and the Subrecipient shall return to DCA any disallowed expenditures no later than thirty (30) days after this request.
5. In any case, whether or not it is subject to the single audit requirements, this Agreement is, at the discretion of DCA, subject to audits by HUD, the State, or DCA at any time prior to closeout.
6. The Subrecipient, and/or its contractors and/or subcontractors, as appropriate, must fully clear any deficiencies noted in audit reports within thirty (30) days after receipt.
7. If the Subrecipient and/or its contractors and/or subcontractors fail to comply with the above audit requirements, this shall constitute a material violation of this Agreement. DCA may, at its option, thereafter withhold future payments and/or return of Grant Funds paid under this Agreement and/or terminate this Agreement.

XIII. PROCUREMENT AND CONTRACT STANDARDS

A. Procurement

The Subrecipient shall be subject to and agrees to comply with (1) the provisions of 2 C.F.R. Part 200, Subpart D, Post Federal Award Requirements, Procurement Standards, 2 C.F.R. § 200.317-327, or equivalent State procurement laws and regulations as attested to by DCA; and (2) all applicable State regulations and requirements regarding procurement. In the event that federal and State requirements may be in conflict, the Subrecipient shall comply with the more prescriptive requirements. The Subrecipient shall submit their procurement procedures to DCA prior to any disbursement of funds. Notwithstanding the foregoing, the Parties acknowledge that the Subrecipient shall be responsible for all procurement activities associated with the Project.

Existing contracts that have not been procured in compliance with 2 C.F.R. Part 200—that is, through free and open competition—would not be eligible for federal funds. To the extent a contract falls under the exceptions to the competitive procurement requirement in 2 C.F.R. § 200.320(c), the Subrecipient shall seek DCA's pre-approval before proceeding with non-competitive procurement. Furthermore, any entity that is listed as excluded, debarred, or suspended on the System for Award Management (<https://sam.gov/SAM/>), including affiliated businesses with the same employer identification number, is not eligible to receive RCP funds and may not be selected as a subrecipient, partner, subcontractor, or vendor.

B. Selection of Contractors and Third Parties

The Subrecipient shall comply with the labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended, to ensure that Project construction workers receive a prevailing wage. For the purposes of this paragraph, a "Project construction worker" is a laborer or mechanic who (1) is employed by a Project contractor or subcontractor, and (2) is performing construction work financed in whole or in part by assistance received under this Agreement. Also, for the purposes of this paragraph, a "prevailing wage" is a wage that matches or exceeds the wages prevailing on similar construction in the locality, as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, 40 U.S.C. § 3141 et seq.

The Subrecipient shall, to the greatest extent feasible, comply with Section 3 of the Housing and Urban Development Act of 1968, pursuant to 12 U.S.C. § 1701u, in procuring contractors and/or other third-party entities for any project or objective encompassed by this Agreement in accordance with 24 C.F.R. § 570.607(b). Section 3 seeks to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, and to businesses that employ such persons. DCA will provide training on the Section 3 requirements to the Subrecipient's procured contractors. In furtherance of Section 3 compliance efforts, the Subrecipient shall hold community meetings and work to promote greater participation by local residents and businesses. The Subrecipient shall identify a designated Section 3 liaison and provide that individual's name and title to the Program.

The Subrecipient, and any contractor or subcontractor engaged to carry out work under this Agreement, shall take all necessary steps to assure that small and minority businesses, women-owned business enterprises, and labor surplus area firms are used, when possible, in accordance with 24 C.F.R. § 570.607 and 2 C.F.R. § 200.321.

C. Pursuant to Appendix II to 2 C.F.R. Part 200, the Subrecipient shall ensure that, in carrying out this Agreement, its contracts and subcontracts all contain the following provisions:

1. Provisions permitting the Subrecipient to terminate the contractor or subcontractor for cause or convenience, or suspending their work;
2. A provision barring the contractor or subcontractor from recovering for delay damages, except as provided by the Local Public Contracts Law, N.J.S.A. 40A:11-19;
3. A provision permitting the Subrecipient to recover liquidated damages if the contractor or subcontractor fails to complete its work within the allotted time, or in violation of any proper extension thereof;
4. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, a provision requiring (i) a bid guarantee from each bidder equivalent to the contract price, and (ii) a performance bond

and a payment bond, both in an amount equal to 100% of the total contract price, 2 C.F.R. § 200.326;

5. For construction contracts, a provision stating that (1) the Subrecipient will withhold, as retainage, two percent (2%) of the total earned amount from each progress payment; (2) the Subrecipient shall release the 2% retainage thirty-one (31) days after (a) final construction disbursement, (b) all outstanding issues have been addressed, and (c) no bills or sub-contractor payments are outstanding; and (3) unless the Subrecipient consents, the contractor shall not withhold more than 2% retainage from its own subcontractors and suppliers.

D. Bond Requirements

The Subrecipient shall comply with all bond requirements and labor laws as referenced under 2 C.F.R. § 200.326 and 24 C.F.R. § 570.603.

E. Debarment

Subrecipient shall verify that none of the contractors or subcontractors providing services for any project encompassed by this Agreement is on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with Executive Orders 12549 and 12689, as set forth in Appendix II to 2 C.F.R. § 200. No contractors or subcontractors listed on the Excluded Parties List in the Federal System for Award Management ("SAM"), found at <https://www.sam.gov>, may receive any CDBG-DR funds.

- F. Subrecipient shall be responsible for ensuring any contractor or subcontractor complies with the terms, conditions, and requirements of this Agreement, as applicable, including but not limited to applicable requirements set forth in Appendix A hereto, Statement of Assurances.
- G. The Subrecipient shall be responsible for any claims arising out of any contract or subcontract hereunder and, as a condition of any contract or subcontract hereunder, the contractor or subcontractor shall hold the State harmless from any claims the contractor, subcontractor, or third parties may bring under or as a result of the contract or subcontract.

XIV. RETAINAGE

DCA will retain at least 2% of the subrecipient award to ensure that Subrecipient completes all the work agreed upon within this Grant Agreement. DCA will not release this retainage unless the Subrecipient provides all necessary documentation and certifications as required by the Program.

XV. OTHER COMPLIANCE PROVISIONS

A. Program Income

The Subrecipient must account for Program Income in accordance with 2 C.F.R. § 200.307 and 24 C.F.R. §§ 570.489 and 570.504, and all applicable HUD waivers and requirements as set forth in Federal Register notices, including 87 Fed. Reg. 31636 (May 24, 2022). When income is generated by an activity that is only partially assisted with CDBG-DR funds, the Subrecipient shall prorate that income to reflect the percentage of CDBG-DR funds used.

DCA does not anticipate that Program Income will be generated under the CDBG-DR Resilient Communities Program. If, however, the Subrecipient receives Program Income before or after closeout of the Program Activity that generated the Program Income, DCA will develop appropriate guidelines, such that Program Income will be used for additional disaster recovery activities. Such Program Income must be treated as additional disaster recovery CDBG-DR funds subject to the requirements of this Agreement, and must be used in accordance with the State's Action Plan and any Action Plan Amendments thereto for Disaster Recovery.

B. Use and Reversion of Assets

The Subrecipient, when using or disposing of immovable property, equipment, and remaining Grant Funds under this Agreement, shall comply with all CDBG-DR regulations, which include but are not limited to the following: Subrecipient shall, when this Agreement expires or otherwise terminates, transfer to DCA (1) any Grant Funds on hand; and (2) any accounts receivable attributable to the Subrecipient's use of funds under this Agreement. The purchase of equipment is not an eligible cost under this Program.

D. Citizen Participation Plan

The Subrecipient shall adhere to the local government requirements stated in the Citizen Participation Plan at Section V, Citizen Participation Requirements for Local Governments Participating in CDBG-DR Programs, https://nj.gov/dca/ddrm/pdf_docs/CDBG-DR_Citizen_Participation_Plan.pdf. The Subrecipient must develop their own Citizen Participation Plan or formally adopt the Program's Citizen Participation Plan template; in either case, the Subrecipient's plan must include meaningful opportunities for citizens to learn about the project and provide feedback.

E. Flood Insurance

Pursuant to § 102(a) of the Flood Disaster Protection Act of 1973, property owners located within a Special Flood Hazard Area assisted through CDBG-DR funds must purchase and maintain flood insurance protection. 42 U.S.C. § 4012a. The Subrecipient must show proof of compliance at closeout.

F. Other Requirements

1. DCA will provide all assistance, guidance, and information the Subrecipient requires to ensure its compliance with the Disaster Relief Supplemental Appropriations Act of 2022, Pub. L. 117-43, Continuing Appropriations Act of 2023, Pub. L. 117-180, the CDBG-DR Program, or any other applicable standards in the Subrecipient's performance under this Agreement.
2. DCA will remain responsible for administrative requirements of the CDBG-DR Program, including reporting, project performance goals, plan submittal, coordination, and other procedural requirements imposed by HUD.

XVI. FINANCIAL MANAGEMENT

The Subrecipient shall maintain an adequate financial management system. The Subrecipient will notify DCA as soon as possible if the Subrecipient cannot comply with this Section's requirements.

The Subrecipient's financial management system shall comply with the standards set forth at: 2 C.F.R. Part 200, Subpart D, Post-Federal Award Requirements; OMB Circular A-133 Compliance Supplement 2022 (or most recent, as applicable); the requirements for Records and Records Retention (Section XIII.A); and any reporting requirements required by DCA.

The Subrecipient shall maintain accurate, current, and complete reports disclosing its financial results in a format conforming with generally accepted principles of accounting and reporting.

A. Accounting Records

The Subrecipient shall maintain records that adequately identify the source and application of Grant Funds.

B. Internal Control

The Subrecipient shall maintain effective internal and accounting controls over all Grant Funds provided under this Agreement. The Subrecipient shall adequately safeguard all such funds and ensure that they are used solely for authorized purposes. The Subrecipient's records shall distinguish Grant Funds for its Activity Delivery Costs from those to be paid to contractors and subcontractors.

C. Budget Control

The Subrecipient shall provide records, reports, or other documentation comparing the Project's actual expenditures or outlays with the budgeted amounts.

D. Allowable Costs

The Subrecipient shall implement procedures to determine the reasonableness and acceptability of costs under this Agreement.

E. Source Documentation

The Subrecipient's accounting records shall be supported by source documentation (such as purchase orders, invoices and canceled checks).

F. Disbursement Management

The Subrecipient shall establish procedures to minimize the time elapsed between (1) the time when it receives funds from DCA and (2) the time when the Subrecipients disburses such funds.

DCA may review the adequacy of the Subrecipient's financial management system, as established under this Agreement, at any time after signing this Agreement. If DCA determines that Subrecipient's accounting system does not meet this Section's standards, DCA may, upon written notice to the Subrecipient, require the Subrecipient to provide additional information and otherwise cure any deficiencies.

XVII. GENERAL CONDITIONS

A. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the Parties as an employer/employee. If the Subrecipient contracts with third parties to perform any of services under this Agreement, those third parties shall remain "independent contractors" under this Agreement. DCA and the Subrecipient shall be exempt from paying all Unemployment Compensation, FICA, retirement, life, and/or medical insurance, as well as Workers' Compensation Insurance, with respect to such independent contracts.

B. Indemnification

The Subrecipient shall defend, indemnify, protect, and hold harmless the State and the State's officers, agents, servants, and employees (collectively "State defendants") from and against any damage, claim, demand, liability, judgment, loss, expense, or cost. For example, if (1) the Federal government or any of its agencies bring any action against a State defendant; (2) that action is connected to the Subrecipient's actual or alleged (a) performance, (b) attempted performance, or (c) failure to perform under a section of this Agreement (collectively, "performance"); and (3) the relevant section of this Agreement is funded, in whole or in part, by the Federal government, the Subrecipient shall defend, indemnify, protect, and hold harmless the State defendant in that matter. The Subrecipient must meet its obligations under this paragraph even if the relevant performance, attempted performance, or lack of performance can be attributed to the Subrecipient's officers, directors, agents, servants, employees, contractors, subcontractors, or any other person acting (a) at its request, (b) at its direction, or (c) on its behalf.

Further examples include, but are not limited to: (a) if the Subrecipient had an opportunity to participate in settlement negotiations, the State's settlement of any claim or judgment against the State or its agents; and (b) all attorneys' fees, litigation costs, and other expenses of any nature that the State incurs in connection with any damage. The Subrecipient (a)

shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense: (i) appear, defend, and pay all charges for attorneys, costs, and other expenses arising in connection with any damage; and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement the State enters into, or any damage. Where applicable, Subrecipient must obtain the written approval of the New Jersey Division of Law in order to assert any defense which would be available to the State but not the Subrecipient (e.g., a defense arising under the New Jersey Tort Claims Act).

This agreement to indemnify shall continue in full force and effect after this Agreement's termination, expiration, or suspension. The Subrecipient does not hereby agree to indemnify the State against any damage if (1) that damage results from the State's tortious action or inaction, and (2) the State would be liable for that damage under the New Jersey Tort Claims Act. If the State receives a claim for damage made against it, it shall, as soon as possible, notify the Subrecipient in writing and have a copy of that claim forwarded to the Subrecipient.

Hold Harmless Indemnity for Contractors/Subcontractors

If the Subrecipient permissibly contracts with a third party to perform any of its duties and obligations under this Agreement, that contract shall provide that the contractor and/or subcontractor shall hold the Subrecipient and the DCA harmless and defend and indemnify the Subrecipient and the DCA from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the contractor and/or subcontractor's performance or nonperformance.

C. Insurance

The Subrecipient shall comply with the requirements of 2 C.F.R. § 200.310 as it relates to real property and equipment insurance coverage. The Subrecipient shall also maintain liability insurance for the full term of this Agreement. The Subrecipient shall maintain these coverages either through (a) insurance policies from insurance companies authorized to do business in the State of New Jersey, or (b) formal, fully funded self-insurance programs authorized by law and acceptable to DCA.

The Subrecipient must, within thirty (30) days of this Agreement's effective date, provide DCA current certificates of insurance, documentation of self-insurance, or both, for all coverages and renewals required under this Agreement. The Subrecipient need not do so, however, if DCA already has such certificates and/or documentation. Each required policy shall contain the following provision, or equivalent: The insurer may not cancel the policy, for any reason, unless it first provides DCA thirty (30) days' written notice, or ten (10) days' written notice for non-payment of premium. No payments may be made under this Agreement until DCA receives acceptable documentation of insurance coverage.

The Subrecipient must maintain the following minimum coverage:

1. **Commercial General Liability:** \$1,000,000 per occurrence, as a combined single limit for bodily injury and property damage. The policy shall include coverage for contractual liability and shall include the State of New Jersey as additional insured.

The policy shall also include coverage for products liability. The coverage to be provided under the Commercial General Liability Policy shall not include any endorsement that restricts coverage for liability arising out of the operations financed by this Agreement.

2. Business Automobile Liability Insurance: \$1,000,000 per occurrence, as a combined single limit for bodily injury and property damage. The policy must expressly cover any vehicle used by the insured.
3. Workers' Compensation Self Insurance: As required by the laws of the State of New Jersey.
4. Employer's Liability Insurance: For bodily injury, \$1,000,000 per occurrence; for disease, per employee \$1,000,000; and for disease, aggregate policy limit, \$1,000,000.

D. DCA/HUD Recognition

The Subrecipient shall ensure that DCA and HUD are recognized for their roles in providing services through this Agreement. To this end, the Subrecipient shall ensure that all activities, facilities and items used under this Agreement prominently indicate their funding source. In addition, the Subrecipient shall prominently reference such support in all Agreement-funded publications. For the purposes of this paragraph, a publication is "Agreement-funded" if it is produced using funds made available by this Agreement.

E. Amendments

The Subrecipient or DCA may amend this Agreement at any time. Any such amendment must (1) specifically reference this Agreement, (2) be executed in writing, and (3) be signed by a duly authorized representative of each Party. The Subrecipient must request an amendment as soon as it believes such an amendment is necessary. However, the Subrecipient must submit amendment requests at least ninety (90) days before the termination date.

Unless an amendment specifically provides otherwise, such an amendment shall not invalidate this Agreement, nor relieve or release the Subrecipient or DCA from their obligations under this Agreement. Amendments will generally be required when the Subrecipient anticipates: i) a need to revise the Program's scope or objectives, including purpose or beneficiaries; ii) a need to keep Grant Funds available for a longer period of time; iii) as a result of another amendment, a need for additional funding; and iv) a need to spend funds on items that require prior approval under 2 C.F.R. § 200, Subpart E) (see 24 C.F.R. § 570.200(h) for pre-award/pre-agreement costs).

DCA may, in its sole discretion, unilaterally amend this Agreement to conform with federal, State, or local law, governmental guidelines, policies, and available funding amounts. However, DCA may not do so if such an amendment would, directly or indirectly, change the funding, scope of services, or schedule of undertaken activities under Agreement. Instead, such an amendment will be valid only if executed in writing and signed by both Parties.

F. Assignment and Subcontracts

Neither party may transfer or assign its rights or duties under this Agreement without the other Party's prior express written consent. However, if the Parties do agree to an assignment, all rights and duties set forth in this Agreement shall inure to the benefit of the Parties and their respective successors and assignees.

The Subrecipient shall not contract or subcontract any work or services under this Agreement, or transfer or assign any interest under this Agreement, except as provided in this Agreement or with DCA's express written approval. No contract, other than this Agreement, shall release or reduce either Party's liability for any breach of this Agreement. Furthermore, the Subrecipient shall be responsible for any claims arising out of any contract or subcontract hereunder. The Subrecipient shall further ensure, as a condition of any contract or subcontract hereunder, that the contractor or subcontractor shall hold the State harmless from any and all claims arising under or as a result of the contract or subcontract, unless the claim arises from the State's sole negligence, gross negligence or willful misconduct.

G. Change Order Approvals

Any change order that will affect the Scope of Work on any project must be submitted in writing with supporting documentation (as prescribed by the Program) and approved by DCA. DCA will evaluate change orders to determine whether a grant amendment is necessary. DCA may increase the award if sufficient funds are available. The Subrecipient shall be responsible for any costs exceeding the award.

H. Severability

The terms and conditions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or condition of this Agreement. The Parties intend and request that, if any judicial or administrative authority deems a provision invalid or unenforceable, that authority (a) reforms the provision, if possible, consistent with the intent and purposes of this Agreement, or (b) if the provision cannot be reformed, enforce the remainder of this Agreement in full.

I. Entire Agreement

This Agreement constitutes the Parties' entire understanding, and reflects the entirety of the undertakings between them, with respect to the subject matter hereof, and supersedes all negotiations, prior discussions and preliminary agreements. There are no representations or warranties of any kind made in connection with the transactions contemplated hereby except those expressly contained in this Agreement.

J. No Authorship Presumptions

Both Parties have had an opportunity to negotiate the language of this Agreement in consultation with legal counsel before its execution. No presumption shall arise, or adverse inference be drawn, by virtue of authorship. This paragraph also applies to (1) any person that becomes a Party through assignment and/or assumption of this Agreement, and (2) any successor to a signatory Party.

K. Applicable Law and Venue

This Agreement shall be governed by and construed in accordance with all applicable federal and state laws. Any legal action resulting from this Agreement's implementation shall be brought and adjudicated in the State of New Jersey, in Mercer County.

L. No Personal Liability of Individual Representatives

All covenants and agreements contained in this Agreement are between the Parties, and are not made by any official, trustee, officer, agent, or employee thereof in his or her individual capacity. Neither Party's officers, nor any official executing this Agreement, shall be personally liable with respect to this Agreement. Nor shall any such officer or official be subject to any personal liability or accountability under this Agreement merely because that officer or official executed and/or delivered this Agreement.

M. Delay or Omission

If either Party delays or fails to exercise or enforce any right or remedy under this Agreement, such delay or failure shall not (a) impair that right or remedy or (b) be construed to waive any breach of this Agreement. If either Party waives any condition or breach of any term, covenant, or condition herein, such waiver shall not be deemed to waive (a) any other condition, (b) any subsequent breach of the same term, or (c) any subsequent breach of any other term, covenant, or condition herein.

N. Prohibited Activity

The Subrecipient shall not use the Grant Funds provided herein (or the personnel employed in administering the Program) for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, or supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. The Subrecipient shall also prohibit its contractors and subcontractors from using Grant Funds or Program personnel for such purposes. The Subrecipient will comply with the provisions of the Hatch Act (5 U.S.C. § 1501 *et seq.*), which limits the political activity of employees.

O. Safety

The Subrecipient shall exercise proper precaution at all times to protect persons and property, and shall be responsible for all property or damages, either on or off the worksite, which occur as a result of its performance of the Program's work. The Subrecipient shall ensure that all safety provisions of applicable laws and building and construction codes, in

addition to specific safety and health regulations described by 29 C.F.R. Part 1926, are observed. The Subrecipient shall also take, or cause to be taken, any additional safety and health measures that the Subrecipient determines are reasonably necessary.

P. Grant Fund Use; Anti-Lobbying

Neither Party may use proceeds from this Agreement to urge any elector to vote for or against any electoral candidate or proposition. Neither Party may use Grant Funds to lobby for or against any proposition or matter if (1) it is being considered by the New Jersey Legislature or any local governing authority, and (2) if enacted, it would have the effect of law. This provision shall not prevent either Party from normally disseminating factual information regarding any such candidate, proposition, or matter.

Each Party shall certify, and shall require that its grantees, subrecipients, contractors, and any subcontractors certify, that (1) they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352); and (2) they will not, and have not, paid Federal funds to any person or organization in order to (a) influence, or attempt to influence, any Federal officer, employee, or official, and thereby (b) procure any federal contract, grant, or other award covered under 31 U.S.C. § 1352. Each Party shall disclose, and shall require that its grantees, subrecipients, contractors and subcontractors also disclose, any lobbying efforts it undertakes using non-federal funds in connection with obtaining any federal award.

Q. Copyright

If either Party creates any materials as a result of this Agreement, such as reports, maps, or documents, that Party shall retain the ownership rights to those materials unless the Parties agree otherwise in a signed writing. Either Party may request a license to use the other Party's intellectual property, and such a request shall not be unreasonably denied.

The Subrecipient shall retain ownership of any unrelated property it owned before this Agreement's effective date, such as software or other materials. For the purposes of this paragraph, "unrelated property" is property unrelated to this Agreement. All third parties shall similarly retain ownership of any unrelated property.

R. Provision of Information

Each Party shall provide, at the other Party's request, any document in their possession connected with the awards made under this Agreement, subject to claims of attorney-client and/or deliberative process privilege. All records, reports, documents, and other material delivered or transmitted by one Party to the other shall remain the original Party's property and shall be returned to that original Party, upon request, at this Agreement's termination, expiration, or suspension.

S. Protection of Personal Identifiable Information

DCA and Subrecipient agree to comply with the Privacy Act of 1974, as well as all HUD rules and regulations related to the protection of personally identifiable information, including, as applicable, 48 C.F.R. § 24.104.

T. Drug Free Workplace Compliance

Each Party will provide a drug-free workplace in compliance with (1) the Drug-Free Workplace Act of 1988, as amended (41 U.S.C. § 8101 *et seq.*); and (2) 2 C.F.R. Part 182 and 2 C.F.R. Part 2429. Each Party will endeavor to ensure that any contractors and third parties providing Program services are similarly in compliance.

U. Notices

Any notice required or permitted under or in connection with this Agreement shall be in writing through mail or email. All such communications shall be transmitted to the contact information set forth below, or such other address or numbers as either Party may hereafter designate by proper written notice to the other Party:

To DCA:

Luciana DiMaggio, Esq.
Legal and Regulatory Affairs,
Division of Disaster Recovery and Mitigation
Department of Community Affairs
101 South Broad Street
PO Box 800
Trenton, New Jersey 08625-0800
Email: Luciana.DiMaggio@dca.nj.gov

To Subrecipient:

Cosmo Cirillo
Town Administrator, Town of Guttenberg
6808 Park Avenue
Guttenberg, NJ, 07093
ccirillo@myguttenberg.com

If a Party's contact information changes, that Party will provide the other Party updated contact information in writing within seven (7) days of the change.

V. Applicability of Provisions Included/Excluded from Agreement

The Parties must comply with all applicable laws and regulations, including any not expressly mentioned in this Agreement.

W. No Third-Party Beneficiary

This Agreement shall not create or confer any right, action, or benefit in, to, or on the part of any person not a Party to this Agreement. This provision shall not limit either Party's obligation to HUD in connection with the use of CDBG funds, including a Party's obligations under this Agreement to provide access to records and cooperate with audits.

X. Conflicting Rules or Procedures

If two or more applicable rules, regulations, or procedures related to this Agreement conflict with one another, the most prescriptive rule, regulation, or procedure shall generally apply. However, consistency with federal CDBG-DR rules and regulations shall take precedence in any such conflict.

Y. Binding Effect

All the terms, conditions, and covenants under this Agreement shall apply to and bind any successors and assignees.

Z. Captions and Headings

Captions and headings used in this Agreement are for convenience or reference only and shall in no way be deemed to define, limit, explain, or amplify any term or provision.

AA. Performance

The Subrecipient warrants that (1) it is aware of the work required to be performed under this Agreement, (2) it has the capabilities and credentials required by the Agreement, and (3) it will faithfully perform the work and abide by the terms, conditions, and other requirements of this Agreement.

XVIII. AUTHORITY AND COUNTERPARTS

By their signatures below, the Parties execute this Agreement and confirm that they are mutually bound by and fully authorized and empowered to enter into and bind their organization by all provisions contained herein.

The Parties have executed and delivered this Agreement on the date set forth next to their respective signatures below, but the Agreement is effective as of the date of the last signature.

This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which taken together shall constitute one and the same instrument.

STATE OF NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

Date: 1/14/26

Program Representative James Shuster

Title Deputy Director

SUBRECIPIENT

Date: 01/08/26

Name Cosmo A. Lirillo

Title Town Administrator/Clerk

STATEMENT OF ASSURANCES

ADDITIONAL AGREEMENT PROVISIONS APPLICABLE TO COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY FUNDED PROJECTS

The purpose of this Statement of Assurances is to list requirements applicable to programs funded in whole or in part by Community Development Block Grant-Disaster Recovery ("CDBG-DR") funds received from the U.S. Department of Housing and Urban Development ("HUD"). Not all of the requirements listed herein shall apply to all activities or work under the Agreement.

As used herein, "Subrecipient" refers to any subrecipient of a CDBG-DR grant.

Subrecipient agrees to comply with all *applicable* federal CDBG-DR laws, guidelines and standards in a manner satisfactory to the State and HUD, including all administration and compliance requirements set forth by this Statement of Assurances. To the extent that Subrecipient utilizes any consultants/contractors, Subrecipient shall require and ensure that each consultant/contractor comply with all *applicable* federal CDBG-DR laws, guidelines and standards; any contracts entered into by Subrecipient shall set forth these requirements. Subrecipient also agrees to comply with all *applicable* cross-cutting statutes and regulations, subject to waivers cited in the Federal Register, including Docket No. FR-5696-N-01 (March 5, 2013) (Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving CDBG - DR funds in Response to Superstorm Sandy); Docket No. FR-6326-N-01 (May 24, 2022) (Allocations for CDBG-DR and Implementation of the CDBG-DR Consolidated Waivers and Alternative Requirements Notice); Docket No. FR-6368-N-01 (Jan. 18, 2023) (Allocations for CDBG-DR and Implementation of the CDBG-DR Consolidated Waivers and Alternative Requirements Notice); as supplemented by additional applicable Notices published by HUD in the Federal Register.

Subrecipient agrees to comply with the requirements of Title 24 of the C.F.R., § 570 (HUD regulations concerning Community Development Block Grants).

The failure to list herein a legal requirement applicable to services performed by Subrecipient does not relieve the Subrecipient from complying with that requirement.

A. GENERAL PROVISIONS

1. Under provisions of the Hatch Act that limit the political activity of *employees* and HUD regulations governing political activity (24 C.F.R. § 570.207), CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.
2. Under provisions of the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, institutions 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.

3. No federally appointed funds shall be used for lobbying purposes regardless of level of government, in accordance with 2 C.F.R. § 200.450.
4. HUD rules prohibit the use of CDBG funds for inherently religious activities, as set forth in 24 C.F.R. § 570.200(j), except for circumstances specified in the Department of Housing and Urban Development Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving CDBG-DR Funds in Response, 78 FR 14329 (March 5, 2013).
5. HUD rules impose drug-free workplace requirements in Subpart B of 2 C.F.R. § 2429, which adopts the government-wide implementation (2 C.F.R. § 182) of Sections 5152-5158 of the Drug-Free Workplace Act of 1988.
6. Citizens will be provided with an appropriate address, phone number, and times during which they may submit complaints regarding activities carried out utilizing these CDBG-DR funds. The State will provide a written response to every citizen complaint within fifteen (15) working days of the complaint.

B. PERSONALLY IDENTIFIABLE INFORMATION

To the extent the Subrecipient receives personally identifiable information, it will comply with the Privacy Act of 1974 and HUD rules and regulations related to the protection of personally identifiable information. The term "personally identifiable information" refers to information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., either alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. See 2 C.F.R. § 200.79 & OMB M-07-16. Subrecipient shall require all persons that have access to personally identifiable information (including contractors/consultants and their employees) to sign a Non-Disclosure Agreement.

C. FINANCIAL MANAGEMENT AND PROCUREMENT

1. *To the extent applicable*, Subrecipient shall adhere to the principles and standards governing federal grant distribution as set forth in the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 C.F.R. § 200).
2. Subrecipient shall comply with all *applicable* laws pertaining to financial management, including 2 C.F.R. §§ 180 and 2424, which prohibit the making of any award or permitting any award (sub grant or contract) at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in

federal assistance programs. To the extent that it uses contractors or consultants, Subrecipient must verify that none of them are on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 2 C.F.R. § 2424. No contractors or subcontractors that are on the List may receive any CDBG funds.

3. Conflict of interest rules, as set forth in 24 C.F.R. § 570.489, 24 C.F.R. § 570.611, and 2 C.F.R. § 200.112, apply. Subrecipient shall disclose in writing any potential conflict of interest to DPMC and Subrecipient.
4. *To the extent applicable*, Subrecipient shall comply with 24 C.F.R. § 570 regarding the management and disposition of cash, real and personal property acquired with CDBG-DR funds.
5. *To the extent applicable*, Subrecipient shall comply with 24 C.F.R. § 570.489(j) regarding change of use of real property. These standards apply to real property within its control (including activities undertaken by contractors/consultants). These standards apply from the date CDBG-DR funds are first spent until five years after the close-out of the Program.

D. RECORDS AND RECORDS RETENTION

1. In accordance with 2 C.F.R. § 200.334, 24 C.F.R. §§ 570.502 and 570.506, Subrecipient shall retain financial records, supporting documents, statistical records, and all other records pertinent to this Agreement. The retention period shall be the longer of three (3) years after the expiration or termination of this Agreement, or three years after the submission of the annual performance and evaluation report in which the project is reported on for the final time, except that records for activities subject to the reversion of assets provisions at 2 C.F.R. § 570.503(b)(7) or change of use provisions at 2 C.F.R. § 570.505 must be maintained for as long as those provisions continue to apply to the activity. Notwithstanding the above, if any litigation, claim, or audit pertaining to the Agreement is started before the expiration of the applicable retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required retention period, whichever is later.
2. Subrecipient shall provide the State and HUD, including their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the Contract and the use of CDBG funds.

E. FEDERAL LABOR STANDARDS

To the extent applicable, Subrecipient shall comply with Federal Labor Standards, including:

1. Section 110 of the Housing and Community Development Act of 1974, 42 U.S.C. § 5310, 24 C.F.R. § 570.603 and HUD Handbook 1344.1 Federal Labor Standards Requirements in Housing and Urban Development Programs, as revised, which require that all laborers and mechanics (as defined at 29 C.F.R. § 5.2) employed by

Subrecipient (including its contractors/consultants) in connection with construction contracts over \$2,000, are paid wages at rates not less than those prevailing on similar construction in the locality as per the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), as amended; except that these requirements do not apply to the rehabilitation of residential property if such property contains less than eight (8) units;

2. The Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701 *et seq.*), requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts of \$100,000 or greater be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work-week, and projects must comply with safety standards;
3. The Federal Fair Labor Standards Act (29 U.S.C. § 201 *et seq.*), requiring that covered nonexempt employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;
4. The Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 C.F.R. § 3), which apply to contracts and subcontracts for construction, prosecution, completion, or repair of public buildings, public works or buildings, or works financed in whole or in part by Federal loans or grants, and requires payment of wages once a week and allows only permissible payroll deductions;
5. Department of Labor regulations in parallel with HUD requirements above:
 - a. 29 C.F.R. § 1: Procedures for Predetermination of Wage Rates
 - b. 29 C.F.R. § 5: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (*See also*, Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)
 - c. 29 C.F.R. § 6: Rules of Practice for Administrative Proceedings Enforcing Labor Standards In Federal and Federally Assisted Construction Contracts and Federal Service Contracts
 - d. 29 C.F.R. § 7: Practice Before the Administrative Review Board With Regard to Federal and Federally Assisted Construction Contracts.
6. All applicable Federal Labor Standards provisions set forth in form HUD-4010. Subrecipient will ensure that form HUD-4010 is included in all bid packages and subcontracts entered into with contractors, consultants, or other third parties to supply goods or perform services in connection with the Contract activities and paid with CDBG-DR funds.

F. SECTION 3 REQUIREMENTS

1. *To the extent applicable*, Subrecipient shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended ("Section 3"). Section 3 is intended to ensure, to the greatest extent feasible, that training, employment, contracting, and other economic opportunities generated by Section 3 covered financial assistance shall be directed to low-income residents of the neighborhood where the financial assistance is spent, and to businesses that are either owned by low-income residents of the neighborhood where the financial assistance is spent, or substantially employ these persons. Section 3 applies to any activity that involves housing construction, rehabilitation, and demolition, or other public construction projects when the total

amount of HUD assistance to the project exceeds \$200,000. A guide to Section 3 applicability and compliance requirements is located at HUD's website, <https://www.hud.gov/section3>. The requirements apply to an entire Section 3 Project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

2. Subrecipient agrees to comply with federal regulations in 24 C.F.R. § 75, which implement Section 3, including the employment, training, and contracting requirements of 24 C.F.R. § 75.19. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 C.F.R. § 75 regulations.
3. Subrecipient agrees to notify potential subcontractors that are associated with Section 3 covered projects and activities about the requirements of Section 3, to include this Section 3 clause in every contract and subcontract subject to compliance with regulations in 24 C.F.R. § 75, and to ensure that any subcontractors also include this Section 3 clause in their subcontracts for work performed on the project.
4. Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. § 75.
5. Subrecipient agrees to maintain hiring and contracting practices to the greatest extent feasible so that 25 percent of the total labor hours expended on the project are by Section 3 Workers, of which 5 percent are by Targeted Section 3 Workers as defined in 24 C.F.R. § 75. As part of these practices, Subrecipient agrees to provide priority consideration to eligible residents and businesses in accordance with 24 C.F.R. § 75, as applicable. If the Subrecipient is not able to meet this benchmark goal, it must provide a narrative of efforts taken and supporting documentation explaining why it was unable to meet that goal, despite greatest extent feasible efforts taken.
6. If applicable, Subrecipient agrees to notify each labor organization or representative of workers with which the Subrecipient has a collective bargaining or similar labor agreement or other understanding, if any, about its obligation to comply with the requirements of Section 3 and ensure that new collective bargaining or similar labor agreements provide employment, registered apprenticeship, training, subcontracting, or other economic opportunities to Section 3 Workers and businesses, and to post notices in conspicuous places at the work site advising the labor union, organization, or workers' representative of the Subrecipient's commitments under Section 3.
7. Subrecipient agrees to comply with all monitoring, reporting, recordkeeping, and other procedures specified by HUD. Subrecipient is responsible for providing Section 3 performance metrics and supporting documentation for all of its contractors and subcontractors, as applicable.

G. FAIR HOUSING AND NON-DISCRIMINATION

To the extent applicable, Subrecipient shall comply with the following fair housing and non-discrimination laws. Any act of unlawful discrimination committed by Subrecipient or failure to comply with applicable laws shall be grounds for termination of the Contract.

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 200d *et seq.*, and the regulations issued pursuant thereto (24 C.F.R. § 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which it receives federal financial assistance and shall immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to it this assurance shall obligate it, or in the case of any transfer of such property, and transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.
2. Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601– 3619), which requires administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Title VIII further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.
3. Title II of the Civil Rights Act of 1968 (25 U.S.C. §§ 1301-1303), which prohibits discrimination because of race, color, religion, or natural origin in certain places of public accommodation.
4. Architectural Barriers Act (“ABA”) of 1968, 42 U.S.C. § 4151 *et seq.* The ABA requires access to buildings designed, built, altered, or leased by or on behalf of the federal government or with loans or grants, in whole or in part, from the federal government. As used in the ABA, the term “building” does not include privately owned residential structures not leased by the government for subsidized housing programs.
5. Title IX of the Education Amendments Act of 1972, 20 U.S.C. § 1681 *et seq.*, which prohibits discrimination on the basis of sex in any federally funded education program or activity.
6. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which provides that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation, denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance.
7. Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, which requires Federal agencies to make their electronic and information technology (“EIT”) accessible to people with disabilities, and applies to all federal agencies when they develop, procure, maintain or use electronic and information technology.
8. Section 109 of Title I of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 C.F.R. § 570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex,

be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973, as amended, and prohibits discrimination based on age as provided under the Age Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of Section 109 are codified in 24 C.F.R. § 6.

9. Section 104(b)(2) of the Housing and Community Development Act of 1974, 42 U.S.C. § 5304(b), which requires communities receiving community development block grants to certify that the grantee is in compliance with various specified requirements.
10. Age Discrimination Act of 1975, 42 U.S.C. § 6101 *et seq.*, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.
11. Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 *et seq.*, which prohibits discrimination against people with disabilities by public entities, which includes any state or local government and any of its departments, agencies or other instrumentalities.
12. Housing for Older Persons Act of 1995 ("HOPA") (42 U.S.C. § 3607), which governs housing developments that qualify as housing for persons age 55 or older.
13. Accessibility requirements contained in Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12181 *et seq.*).
14. Executive Order 11063: Equal Opportunity in Housing, November 20, 1962, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertains to equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.
15. Executive Order 11246: EEO and Affirmative Action Guidelines for Federal Contractors Regarding Race, Color, Gender, Religion, and National Origin, September 25, 1965 and Executive Order 11375: Amending Executive Order No. 11246, October 13, 1967, which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Further contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer, recruitment or recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
16. Executive Order 12086: Consolidation of contract compliance functions for equal employment opportunity, October 5, 1978.
17. Executive Order 12892: Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing, January 17, 1994.
18. Executive Order 12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, February 11, 1994.
19. Executive Order 13166: Improving Access to Services for Persons with Limited English Proficiency (LEP), August 11, 2000; and Federal Register Notice FR-4878-N-02 (available [online](#)), which require recipients of federal financial assistance to

- ensure meaningful access to programs and activities by LEP persons. (The State's Language Access Plan ("LAP") is available [online](#)).
20. Executive Order 13217: Community-Based Alternatives for Individuals with Disabilities, June 19, 2001.
 21. Executive Order 13330: Human Service Transportation Coordination, February 24, 2004.
 22. Implementing regulations for the above:
 - i) 24 C.F.R. § 3: Nondiscrimination on the Basis of Sex in Education Programs or Activities receiving Federal Financial Assistance.
 - ii) 24 C.F.R. § 5.105: Other Federal Requirements.
 - iii) 24 C.F.R. § 6: Nondiscrimination in Programs, Activities Receiving Assistance under Title I of the Housing and Development Act of 1974.
 - iv) 24 C.F.R. § 8: Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development.
 - v) 24 C.F.R. §§ 50.4(l) and 58.5 (j): Environmental Justice.
 - vi) 24 C.F.R. § 91.225(a)(1): Affirmatively Furthering Fair Housing.
 - vii) 24 C.F.R. § 91.325(b)(5): Compliance with Anti-discrimination laws.
 - viii) 24 C.F.R. § 91.520: Performance Reports.
 - ix) 24 C.F.R. §§ 100-125: Fair Housing.
 - x) 24 C.F.R. § 107: Non-discrimination and Equal Opportunity in Housing under Executive Order 11063 (State Community Development Block Grant Grantees).
 - xi) 24 C.F.R. § 121: Collection of Data.
 - xii) 24 C.F.R. § 75: Economic Opportunities for Low- and Very Low-Income Persons.
 - xiii) 24 C.F.R. § 146: Non-discrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance.
 - xiv) 24 C.F.R. § 570.206(c): Fair Housing Activities.
 - xv) 24 C.F.R. § 570.487(b): Affirmatively Furthering Fair Housing.
 - xvi) 24 C.F.R. § 570.487(e): Architectural Barriers Act and Americans with Disabilities Act (State Community Development Block Grant Grantees).
 - xvii) 24 C.F.R. § 570.490(a)-(b): Recordkeeping requirements.
 - xviii) 24 C.F.R. § 570.491: Performance Reviews and Audits.
 - xix) 24 C.F.R. § 570.495(b): HCDA Section 109 Nondiscrimination.
 - xx) 24 C.F.R. § 570.506(g): Fair Housing and Equal Opportunity Records.
 - xxi) 24 C.F.R. § 570.601: Affirmatively Further Fair Housing.
 - xxii) 24 C.F.R. § 570.608 and Part 35: Lead-Based Paint.
 - xxiii) 24 C.F.R. § 570.614: Architectural Barriers Act and Americans with Disabilities Act.
 - xxiv) 24 C.F.R. § 570.904: Equal Opportunity and Fair Housing Review
 - xxv) 24 C.F.R. § 570.912: Nondiscrimination compliance

H. CONTRACTING WITH SMALL AND MINORITY-OWNED AND VETERAN-OWNED FIRMS, WOMEN'S BUSINESS ENTERPRISES AND LABOR AREA SURPLUS FIRMS

1. Subrecipient shall take all necessary affirmative steps to ensure contracting opportunities are provided to small and minority-owned and veteran-owned businesses, women's business enterprises, and labor area surplus firms. As used in

this contract, the terms "minority-owned business," "veteran-owned business," and "women's business enterprises" means a business that is at least fifty-one percent (51%) owned and controlled by minority group members, veterans or women. For purposes of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Native Americans. Subrecipient may rely on written representations by businesses regarding their status as minority, women and veteran businesses in lieu of an independent investigation.

2. Affirmative steps shall include:

- a. Placing qualified small and minority-, veteran- and women-owned businesses on solicitation lists;
- b. Ensuring that small and minority-, veteran- and women-owned businesses are solicited whenever they are potential sources, for goods and/or services required in furtherance of the Contract;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority-, veteran- and women-owned businesses;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority-, veteran- and women-owned businesses; and
- e. Using the service and assistance, as appropriate, of organizations such as the Small Business Administration, and the Minority Business Development Agency of the U.S. Department of Commerce; and
- f. Requiring the subcontractor, if subcontracts are to be let, to take the affirmative steps listed in subparagraphs (a) through (e) of this section.

I. ENVIRONMENTAL REGULATORY COMPLIANCE

To the extent applicable, Subrecipient must comply with HUD regulations found at 24 C.F.R. § 58, implementing the National Environmental Policy Act ("NEPA"), 42 U.S.C. § 4321 *et seq.*, and other Federal environmental requirements, including but not limited to:

1. Floodplain management and wetland protection:

- a. Executive Order 11990, Protection of Wetlands, May 24, 1977, (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121, as interpreted by HUD regulations at 24 C.F.R. § 55, particularly §§ 2 and 5 of the order;
- b. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. § 55, particularly § 2(a) of the order;

2. The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 *et seq.* §§ 307(c) and (d) (16 U.S.C. §§ 1456(c) and (d));

3. In relation to water quality:

- a. The Safe **Drinking** Water Act of 1974 (42 U.S.C. §§ 201, 300(f) et seq. and U.S.C. § 349), as amended, particularly § 1424(e) (42 U.S.C. §§ 300h-303(e)); and
- b. Sole Source Aquifers (Environmental Protection Agency—40 C.F.R. § 149).
- 4. Endangered Species Act of 1973 (16 U.S.C. §§ 1531 and 1536;
- 5. The Fish and Wildlife Coordination Act of 1958, as amended;
- 6. Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.), particularly 16 U.S.C. § 1278(b) and (c));
- 7. In relation to air quality:
 - c. The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly 42 U.S.C. 7506(c) and (d).
 - d. Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93).
- 8. The Farmland Protection Policy Act of 1981, 7 U.S.C. § 4201 et seq., particularly §§ 1540(b) and 1541, and Farmland Protection Policy, 7 C.F.R. § 658;
- 9. Noise abatement and control requirements at 24 C.F.R. § 51B;
- 10. Explosive and flammable operations requirements at 24 C.F.R. § 51C;
- 11. Requirements at 24 C.F.R. § 58.5(i) relating to toxic chemicals and radioactive materials; and
- 12. Environmental Justice, Executive Order 12898—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, February 11, 1994 (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

J. EQUAL EMPLOYMENT OPPORTUNITY

- 1. All federally assisted construction contracts must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b). Federally assisted construction contracts include any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the federal government. Construction work is defined as “the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.” 41 C.F.R. § 60-1.3.
- 2. Pursuant to 41 C.F.R. §60-1.4(b), the following language shall be included in all federally assisted construction contracts and subcontracts:

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 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 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.

K. INCREASING SEAT BELT USE IN THE UNITED STATES

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

L. REDUCING TEXT MESSAGING WHEN DRIVING

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Schedule of Milestones

The Schedule of Milestones outlined below sets forth the requirements and timelines that govern the disbursement of Program funds.

Milestones (By Phases)	Brief Scope of Work	Invoicing Plan
Final Design Phase <i>If applicable</i>	Final design preparation and permitting.	Professional Services Firm to submit invoices at 25%, 50%, 75%, and 100% complete.
Bid Package Preparation <i>If applicable</i>	Preparation of contractor bid package and procurement process.	Professional Services Firm to submit one invoice upon completion.
Construction Management and Construction Inspections (CM/CI) <i>If applicable</i>	Management of all construction contract work and field inspections/testing.	Professional Services Firm to submit monthly/quarterly invoices based on contract period percentage complete.
Construction Phase	All construction contract work items, substantial completion and completion of final punch list items.	Contractor to submit monthly invoices based on work completed.
Closeout Phase	Final closeout documents, and release of retainage.	Contractor to submit one final invoice once all documentation is approved.

Project Description

General Information	
Project Name	Program ID #
JFK Blvd East Flood Mitigation Project	RC100043
Municipality Name	
Town of Guttenberg	

Project Description

The following proposed improvements to the flood control systems along JFK Boulevard East respond directly to disaster related risks associated with the occurrence of major storms and the insufficient capacity and configuration of the existing system. The proposed improvements will include the construction of a new network of inlets and pipes along the east side of JFK Boulevard East between 68th Street and 70th Street that will tie into an existing 36" CSO overflow pipe via a doghouse manhole. Demolition activities include portions of the existing stormwater system including existing inlets, piping, asphalt, curbing and sidewalk pavers. This project will also include pavement, striping, curb and sidewalk restoration. The proposed project activities/phases include design, permitting, plan development, contract specifications, and construction.

PROJECT BUDGET FORM

Subject/Client Name: **Town of Custerburg**
 Project Title: **JFK Blvd East Flood Mitigation Project**
 Application ID: **RC108043**



PROJECT			BUDGET		
Description	Program Funds	Non-Program Funds	Source of Non-Program Funds	Total Project Cost	Scope of Work Description
Pre-Project Components	\$ 0.00	\$ 0.00		\$ 0.00	
Planning, Design, CM/CI					
Professional Plans & Design	\$ 27,000.00	\$ 0.00	Town's Capital Funds	\$ 27,000.00	Preliminary plans and 20% of design work
Final Plans	\$ 0.00	\$ 0.00		\$ 0.00	Advancing preliminary plans to final 100% plans and preparation of bid documents
Public Outreach/Marketing	\$ 0.00	\$ 0.00		\$ 0.00	
Bid Preparation	\$ 7,500.00	\$ 0.00		\$ 7,500.00	Proceeding with public bidding process and review of submitted bids for construction work
Post Design Services	\$ 0.00	\$ 0.00		\$ 0.00	
CM/CI Construction Management/Construction Project Cost	\$ 0.00	\$ 0.00		\$ 0.00	Overall construction process and inspect completed work
	\$ 0.00	\$ 0.00		\$ 0.00	
	\$ 0.00	\$ 0.00		\$ 0.00	
Planning, Design, CM/CI - Subtotal	\$ 34,500.00	\$ 0.00		\$ 34,500.00	
Land Acquisition					
Acquire Rights	\$ 0.00	\$ 0.00		\$ 0.00	
Post Acquire	\$ 0.00	\$ 0.00		\$ 0.00	
	\$ 0.00	\$ 0.00		\$ 0.00	
Land Acquisition - Subtotal	\$ 0.00	\$ 0.00		\$ 0.00	
Permitting					
State P.A. 1000	\$ 0.00	\$ 0.00		\$ 0.00	
Permit (P.A. 1000)	\$ 0.00	\$ 0.00		\$ 0.00	
Permit (P.A. 1000) (if required)	\$ 0.00	\$ 0.00		\$ 0.00	
Hudson-Town of Custerburg Soil Conservation District	\$ 775.00	\$ 0.00		\$ 775.00	Register Soil Disturbance Permit application
	\$ 0.00	\$ 0.00		\$ 0.00	
Permitting - Subtotal	\$ 775.00	\$ 0.00		\$ 775.00	
Construction					
Mobilization	\$ 10,400.00	\$ 0.00		\$ 10,400.00	Contractor Mobilization to Site
Construction Materials	\$ 11,500.00	\$ 0.00		\$ 11,500.00	Contractor Bidding/Insurance of project
Professional Services	\$ 40,781.67	\$ 0.00		\$ 40,781.67	Traffic Control and On-duty police officers
Site Clearing & Grading	\$ 885,000.00	\$ 0.00		\$ 885,000.00	Clearing of site, Excavation (Rock & Soil), Disposal of Regulated Material, Topsoil, Tree Removal
Retaining Structures	\$ 125,000.00	\$ 0.00		\$ 125,000.00	DCA, HMA Base Course, Milling, HMA Surface Course, Concrete Curb
Site Improvements	\$ 10,042.50	\$ 0.00		\$ 10,042.50	Reset Pavers
Drainage Improvements	\$ 405,378.00	\$ 0.00		\$ 405,378.00	Drainage Pipe, Bells, and Manholes
Project Components (i.e. construction, construction)	\$ 0.00	\$ 0.00		\$ 0.00	
Utility/Infrastructure Construction	\$ 0.00	\$ 0.00		\$ 0.00	
Landscaping/Restoration	\$ 5,750.00	\$ 0.00		\$ 5,750.00	Trees & Landscape Site
	\$ 0.00	\$ 0.00		\$ 0.00	
	\$ 0.00	\$ 0.00		\$ 0.00	
Construction - Subtotal	\$ 1,442,051.57	\$ 0.00		\$ 1,442,051.57	
Program Delivery					
Project Costs	\$ 0.00	\$ 0.00		\$ 0.00	
Activity Delivery Costs	\$ 0.00	\$ 0.00		\$ 0.00	
	\$ 0.00	\$ 0.00		\$ 0.00	
Program Delivery - Subtotal	\$ 0.00	\$ 0.00		\$ 0.00	
Total:	\$ 1,477,251.57	\$ 0.00		\$ 1,477,251.57	
Percent Amounts:	99%	0%			

BUDGET FUNDING INFORMATION

Date: **11/15/2015**
 Signature: *[Signature]*
 Title: **Town Attorney**

is a reminder, any costs included prior to RCP grant execution are not eligible for reimbursement through this program, but all project costs should be included within this budget form.

DUPLICATION OF BENEFITS (DOB) SUBROGATION AGREEMENT

The Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121-5207) prohibits entities from receiving financial assistance that duplicates any part of their disaster loss covered by insurance or another source. 42 U.S.C. 5155(a). A duplication of benefits ("DOB") occurs when a business, or other entity receives disaster assistance from multiple sources for the same recovery purpose and the total assistance received for that purpose is more than the total need. 84 FR 28836, 28837 (June 20, 2019). The State of New Jersey, as a grantee of Community Development Block Grant – Disaster Recovery ("CDBG-DR") funds, is required to prevent the duplication of benefits.

Therefore, this Subrogation Agreement ("Agreement") is made and entered into on this 14th day of January, 20 26, by and between The New Jersey Department of Community Affairs, Division of Disaster Recovery and Mitigation and the Town of Guttenberg.

Proceeds or payments referred to in this Agreement, regardless of the source, and regardless of whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds."

By receiving CDBG-DR funds identified in the Subrecipient Agreement ("grant amount" or "Subrecipient Award"), incorporated herein, the subrecipient(s) hereby assign to the New Jersey Department of Community Affairs ("DCA") all of the Subrecipient(s)' current and future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit, or insurance policies of any type or coverage, or under any reimbursement or relief program including Federal Emergency Management Agency ("FEMA"), US Army Corps of Engineers (USACE), property damage insurance, or other sources, related to the eligible activities included in the Subrecipient Agreement, or was otherwise the basis of the calculation of the award paid or to be paid to the Subrecipient(s) under the Subrecipient Award, and that are determined at the sole discretion of DCA to be a DOB as provided in this Agreement.

The Subrecipient(s) agree to notify DCA within ten (10) business days of any additional or new Proceeds. The Subrecipient(s) further understand and acknowledge DCA's right and responsibility to enforce the requirements detailed in this Agreement by recapturing all or a portion of the award detailed in the Subrecipient Award if these Proceeds are determined to be DOB Proceeds. If DCA determines recapture to be required, the Subrecipient(s) will be required to remit the award received under the Subrecipient Award, which was determined to be DOB Proceeds, within thirty (30) days of being notified of the recapture requirement by DCA. DCA may extend this timeline at DCA's sole discretion.

Under this Agreement, DOB Proceeds shall be remitted to DCA as follows:

- a) If DOB Proceeds are received prior to the first disbursement of the grant amount, the program will recalculate the grant amount by including the proceeds as a DOB in the grant calculation, which may result in the grant amount being reduced.
- b) If the Subrecipient(s) have received a portion of the disbursement, any DOB Proceeds shall be used, retained, and/or remitted in the following order:

1. DOB Proceeds shall first be used to reduce the remaining payments of the agreed-upon amount of the Subrecipient Award, and DOB Proceeds in such amount shall be retained by the Subrecipient(s) for use on the Program activity.
 2. If the Subrecipient Award yet to be distributed has been reduced to zero by the DOB Proceeds received by the Subrecipient(s), and additional DOB Proceeds remain, those DOB Proceeds must be remitted to the State.
- c) If DOB Proceeds are received by the subrecipient(s) after the date of the final disbursement of the grant amount, then the subrecipient(s) must remit to DCA the total amount of the DOB Proceeds up to, but not exceeding, the amount of the Subrecipient Award.
- d) If DOB Proceeds are received while the subrecipient(s) is in default under the program, then the program will recover the amount of DOB Proceeds up to the amount of the Subrecipient Award disbursed.

Subrecipient(s) agree to assist and cooperate with the program should there be a need to pursue any of the claims the subrecipient(s) have or may have with other parties providing related assistance. The Subrecipient(s) assistance and cooperation shall include, but is not limited to, allowing suit to be brought under the Subrecipient(s)' name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by DCA. The Subrecipient(s) further agree to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient(s) would be entitled to.

If requested by DCA, the Subrecipient(s) agree to execute and/or file such further and additional documents and instruments as may be requested to further and better assign to DCA any amounts that may represent DOB Proceeds. Subrecipient(s) agree to provide additional documents or share information with the program to further determine what assistance is available to the subrecipient(s) and the implications on the grant amount.

The Subrecipient(s) explicitly allow DCA to request of any company with which the Subrecipient held insurance policies, FEMA, SBA, or any other entity from which the Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by DCA to monitor and enforce its interest in the rights assigned to it under this Agreement and give the Subrecipient's consent to such entities to release all information to DCA.

In the event that DOB Proceeds exceed the grant amount, and DCA has recovered from the Subrecipient(s) an amount equal to the Subrecipient Award paid to the Subrecipient(s), DCA will reassign to the Subrecipient(s) any remaining rights assigned to DCA pursuant to this Agreement.

The subrecipient(s) executing this Agreement hereby represents that the subrecipient has received, read, and understands this notice of penalties for making a materially false or misleading written statement to obtain grant proceeds.

Warning: Any person who knowingly makes a false claim or Statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.



DIVISION OF
Disaster Recovery
& Mitigation

Building stronger communities

Further, the subrecipient(s) executing this Agreement hereby represents that the subrecipient has read and understands the State of New Jersey, Department of Community Affairs Duplication of Benefits Policy 2.10.73, incorporated herein, and agrees to abide by the terms and conditions outlined within the policy.

Governing Body Entity: Town of Guttenberg

Governing Body Representative

Printed Name and Title:

Wayne List Jr.

Signature: [Signature] Date: 1/7/26

New Jersey Department of Community Affairs

Printed Name and Title:

James Mooney Program Manager

Signature: [Signature] Date: 1/14/26

**TOWN OF GUTTENBERG
COUNTY OF HUDSON, STATE OF NEW JERSEY**

RESOLUTION #235-2025

**AUTHORIZING THE ACCEPTANCE OF FEDERAL GRANT MONEY
ADMINISTERED BY THE NEW JERSEY DCA RESILIENT COMMUNITIES
PROGRAM**

WHEREAS, the Town of Guttenberg (the "Town") has undertaken an effort to install Flood Mitigation elements along John F. Kennedy Boulevard East (the "Project") for the Town; and

WHEREAS, the Town applied for a federal grant from the New Jersey Department of Community Affairs ("DCA"), Resilient Communities Program ("RCP"). The Town received a Notice of Grant Award from DCA of \$1,480,605 and will sign a Subrecipient Agreement with DCA in the upcoming months. The grant is funded by the Community Development Block Grant-Disaster Recovery program allocated by the U.S. Department of Housing and Urban Development ("HUD"). As such, the Town must follow federal rules and regulations applicable to CDBG-DR grants and subrecipients;

WHEREAS, the Town, with supervision from RCP, prepared a Request for Proposals ("RFP") solicited proposals from qualified professionals pursuant to a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. and applicable federal procurement regulations and law, and selected an engineering firm (the "Firm") to complete the process; and

WHEREAS, the Town has completed the required Pre-Award certifications, disclosures, and forms required by the RCP program; and

WHEREAS, the RCP has reviewed the Town's pre-award documents and determined, based on the Town's and the Firm's representations and certifications that the Town shall be awarded \$1,258,445.50 for completion of the Project; and

WHEREAS, the Mayor and Council have determined that accepting this grant award amount from RCP is in the best interests of the Town.

NOW THEREFORE BE IT RESOLVED the Mayor and Council hereby authorize the Town Attorney and Town Administrator to negotiate and finalize any agreements required for the acceptance of the grant award and authorize the Town Clerk and Mayor to execute a contract, and any other documents required to implement the transaction accepting the award amount of \$1,258,445.50.

**RESOLUTION#235-2025
REGULAR MEETING
NOVEMBER 12, 2025**

On a motion by Councilperson: Hokien
Seconded by Councilperson: Delafuente

	Ayes	Nays	Absent	Abstain
Councilperson Delafuente	X			
Councilperson Fundora	X			
Councilperson Habermann	X			
Councilperson Hokien	X			
Councilperson Malave	X			
Mayor Zitt	X			

I, Dr. Cosmo A. Cirillo, Municipal Clerk for the Town of Guttenberg do hereby certify this to be a true and correct copy of a resolution adopted by the Mayor and Council at a meeting held on November 12, 2025.

Attest:
November 13, 2025



Dr. Cosmo A. Cirillo, RMC
Town of Guttenberg

Exhibit D

Schedule of Milestones

Schedule of Milestones

The Schedule of Milestones outlined below sets forth the requirements and timelines that govern the disbursement of Program funds.

Milestones (By Phases)	Brief Scope of Work	Invoicing Plan
Final Design Phase <i>If applicable</i>	Final design preparation and permitting.	Professional Services Firm to submit invoices at 25%, 50%, 75%, and 100% complete.
Bid Package Preparation <i>If applicable</i>	Preparation of contractor bid package and procurement process.	Professional Services Firm to submit one invoice upon completion.
Construction Management and Construction Inspections (CM/CI) <i>If applicable</i>	Management of all construction contract work and field inspections/testing.	Professional Services Firm to submit monthly/quarterly invoices based on contract period percentage complete.
Construction Phase	All construction contract work items, substantial completion and completion of final punch list items.	Contractor to submit monthly invoices based on work completed.
Closeout Phase	Final closeout documents, and release of retainage.	Contractor to submit one final invoice once all documentation is approved.