

RESOLUTION NO. 2024-250

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, APPOINTING MCCORMICK TAYLOR INC. FOR PRELIMINARY DESIGN AND CONSTRUCTION ENGINEERING SERVICE AS ENGINEERING DESIGN CONSULTANT FOR THE TOWNSHIP 2022 SAFE ROUTES TO SCHOOL PROJECT

WHEREAS, there exists a need for Special Project Engineering Services for the Township of Little Egg Harbor; and

WHEREAS, McCormick Taylor Inc. is an approved vendor with the State of New Jersey (Vendor #V00053031); and

WHEREAS, the governing body desires to appoint McCormick Taylor Inc. as Engineering Design Consultant for the Safe Routes to School (SRTS) 2022 Project for Preliminary Design, pending New Jersey Department of Transportation (NJDOT) approval, for Sidewalk Safety Improvements to Nugentown Road, Giffordtown Lane and Stage Road; and

WHEREAS, the governing body has authorized the execution of a Federal Aid Agreement with the NJDOT; and

WHEREAS, the scope of services and Agreement with McCormick Taylor Inc. is negotiated consistent with the SRTS grant eligibility requirements and has been approved by NJDOT, and NJDOT submitted same to the Federal Highway Administrator for certain approvals that are necessary to be eligible for reimbursement; and

WHEREAS, NJDOT TAP Design Assistance Program will provide cost reimbursement for eligible design services; and

WHEREAS, the governing body desires to authorize the execution of an Agreement with McCormick Taylor Inc. for Preliminary Design for the 2022 SRTS conditioned upon receipt of federal approvals.

NOW, THEREFORE, BE IT RESOLVED by Township Committee of the Township of Little Egg Harbor, County of Ocean, State of New Jersey, as follows:

1. That Township Committee does hereby authorize the execution of an Agreement with McCormick Taylor Inc. for Preliminary Design, in substantially the form hereto attached as Exhibit A, for the 2022 SRTS, conditioned upon receipt of NJDOT and Federal (FHA) approvals.

2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to the Agreement with McCormick Taylor Inc. for Preliminary Design, in substantially the form hereto attached as Exhibit A, for the 2022 SRTS.

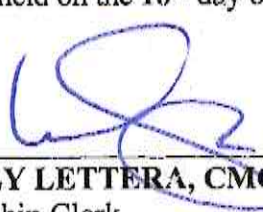
3. That this contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law.

4. That a notice of this action shall be printed once in the official newspaper of the Township of Little Egg Harbor.

5. That a certified copy of this resolution shall be provided by the Township Clerk to the NJDOT, State, Local Aid and Economic Development, Township Chief Financial Officer, Township Engineer and McCormick Taylor LLC.

CERTIFICATION

I, **KELLY LETTERA, CMC, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the 10th day of **October, 2024**.



KELLY LETTERA, CMC, RMC
Township Clerk
Little Egg Harbor Township



**Standard Form Agreement Between
Client and McCormick Taylor, Inc.**
(Closed-End)

This **AGREEMENT** is made as of the _____ day of _____ in the year of 2024, by and between the following parties, for services in connection with the Project identified below:

CLIENT:

(Name and address)

Little Egg Harbor Township
665 Radio Road
Little Egg Harbor Township, NJ 08087

CONSULTANT:

(Name and address)

McCormick Taylor, Inc.
1818 Market St., 16th Floor
Philadelphia, PA 19103

PROJECT:

2022 Safe Routes to School Design Assistance Program TP-474
Sidewalk Safety Improvements to Nugentown Road, Giffordtown Lane and Stage Road

THE CLIENT AND CONSULTANT AGREE AS FOLLOWS:

A. **SCOPE OF SERVICES:** CONSULTANT shall provide those services expressly set forth in Exhibit "A" attached hereto, which is incorporated by reference ("Scope of Services").

In addition, the following services are included in the Scope of Services as indicated:

An estimate of construction as described in Paragraph 1.3 of the Standard Terms and Conditions IS included.

Soils investigation and other subsurface/geotechnical engineering services ARE included.

Construction Administration Services ARE included. If Construction Administration Services are included, those services consist of the following:

Construction Observation per Paragraph 14.1 of Schedule 1 of the Standard Terms and Conditions ARE NOT included.

Review of contractor submittals per Paragraph 14.2 of Schedule 1 of the Standard Terms and Conditions IS included.

Review of applications for payment per Paragraph 14.3 of Schedule 1 of the Standard Terms and Conditions IS NOT included.

The terms and conditions of this Agreement shall apply to all of the services required by this Agreement notwithstanding that they may have been performed prior to the date of this Agreement.

STANDARD CONTRACT TERMS AND CONDITIONS (Closed-End)

1. CONSULTANT'S DUTIES AND RESPONSIBILITIES

1.1. CONSULTANT agrees to provide only those professional services specifically set forth in the Scope of Services portion of this Agreement. Additional Services may be performed, if requested, subject to an agreed upon revision in the Scope of Services and Consultant's Compensation. Unless specifically set forth in the Scope of Services, CONSULTANT shall not provide any construction phase services including, but not limited to, the construction phase observation of any contractor's work.

1.2. CONSULTANT and its SUBCONSULTANTS shall have no responsibility for the discovery, presence, handling, renewal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), mold, lead-paint and lead-paint products or other toxic substances.

1.3. If CONSULTANT is expressly required under the Scope of Services to provide any services relating to the preparation of an estimate of construction cost or any other cost estimate, then such services shall be governed by the following limitations. CONSULTANT's opinions of construction cost are to be made on the basis of CONSULTANT's experience and qualifications as an engineer and represent CONSULTANT's best judgment as an experienced and qualified design professional generally familiar with the industry. However, because CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, CONSULTANT cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by CONSULTANT. If CLIENT wishes greater assurance as to construction cost, CLIENT shall employ an independent cost estimator.

1.4. Unless CONSULTANT is expressly required under the Scope of Services to provide such service, CONSULTANT shall have no obligation to perform any soils investigation inspection or testing at the site. All foundation designs required by the Scope of Services shall be based on the findings and recommendations of a soils consultant retained by CLIENT at no expense to CONSULTANT. CONSULTANT shall be permitted to rely on such information and recommendations without independent evaluation or verification.

1.5. Notwithstanding that CONSULTANT may be present at the Project site, including during times of ongoing construction related activities or that CONSULTANT was retained to provide any Construction Phase Administration Services, under no circumstances shall CONSULTANT have control over, or be in charge of, nor shall it be responsible for, construction means, methods, techniques, sequences or procedures in connection with the Work. It is further understood that the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performances of the work, and that these requirements will apply continuously and not be limited to normal working hours. Any observation of the contractor's performance conducted by CONSULTANT's personnel will not include review of the adequacy of the contractor safety measures in, on or near the construction site. CONSULTANT is not responsible for any contractor's failure to observe or comply with the Occupational Health and Safety Act of 1970, and regulations or standards promulgated there under, or any state, county, or municipal law or regulation of similar import or intent.

1.6. Any changes in the terms and conditions of this Agreement, in the Consultant's Compensation or in the Scope of Services to be provided by CONSULTANT shall be effective only when incorporated in written amendments to this Agreement executed by the parties.

2. STANDARD OF CARE - In performing the services required by this Agreement, CONSULTANT shall use that degree of usual and customary professional skill and care ordinarily exercised by members of its profession providing the same services under similar circumstances practicing in the same or similar locality at the same time the Services were performed. CLIENT agrees that neither CONSULTANT nor any of CONSULTANT's subconsultants owes any fiduciary responsibility to CLIENT. CLIENT further agrees that there are no express or implied warranties in connection with the services and that any and all warranties implied in law, including those of merchantability and fitness of any of the services for their intended purposes are waived. CONSULTANT's obligation under this Agreement is to provide its services in compliance with the Standard of Care defined by this paragraph.

3. INVOICES, PAYMENTS

3.1. Once each calendar month, on a date to be fixed by CLIENT, CONSULTANT shall

submit to CLIENT a requisition for payment for services rendered in the preceding month in such form and reasonable detail as CLIENT may require. CLIENT shall pay to CONSULTANT the amount of CONSULTANT's monthly requisition within thirty (30) calendar days of receipt of such monthly requisition by CLIENT. If CLIENT objects on any basis to any statement of services submitted by CONSULTANT, it shall so advise CONSULTANT in writing, giving his reasons for such objection, within seven (7) calendar days of receipt of such requisition for payment for services. The failure to notify CONSULTANT of any such objection shall constitute an express waiver by CLIENT of any right to deny payment to CONSULTANT on the basis of such objection.

3.2. No deduction shall be made from CONSULTANT's compensation on account of penalty, liquidated damages or other sums withheld from payments to any contractor or any other consultant, or as set off for any claim for damages.

3.3. CLIENT agrees to pay a service charge of three-quarter (3/4) percent per month (9% per annum) or part thereof on past due payments under this Agreement.

3.4. In addition to the accrued service charges, CLIENT shall reimburse CONSULTANT for all attorneys' fees and other costs incurred in connection with any efforts to collect past due payments including those attorneys' fees and costs incurred in connection with the filing of any lien or suit is filed to enforce payment under this agreement.

4. CLIENT'S DUTIES AND RESPONSIBILITIES

4.1. CLIENT shall promptly appoint a representative ("Client Representative") who shall have authority to bind the CLIENT with respect to all matters related to this Project and this Agreement and shall advise the CONSULTANT of the identity of such representative in writing. CLIENT shall immediately advise CONSULTANT of any change in the identity of such representative.

4.2. CONSULTANT shall cooperate with, and coordinate its services with, Client Representative. CONSULTANT shall take reasonable direction, within the Scope of Services from Client Representative and shall be entitled to rely upon any information or direction received from Client Representative without independent verification.

4.3. CLIENT or Client Representative shall examine Documents "(as defined in Section 5.1 below) submitted by CONSULTANT and shall render decisions pertaining thereto, and approve Documents, promptly, to avoid unreasonable delay in the progress of CONSULTANT's services. CONSULTANT shall be entitled to an equitable increase in the Consultant's Compensation in the event it is required to revise Documents after they have been approved by CLIENT or Client Representative.

4.4. CLIENT agrees to advise CONSULTANT in writing of known or suspected utilities or other underground structures or features which could affect the services to be provided and shall provide all drawings in its possession or control which identify underground utilities, structures or features. CLIENT agrees to release CONSULTANT from any liability to CLIENT for any damages sustained in connection with subterranean utility lines and other underground structures, utilities or features where such subterranean utility lines and other underground structures, utilities or features were not identified to CONSULTANT as required by this paragraph or were not identified or not properly identified or not properly relocated by municipalities, authorities, or utilities after CONSULTANT has given proper notice to municipalities, authorities or utility companies for them to locate or relocate their utility lines, utilities, structures or other features. To the fullest extent permitted by law, CLIENT shall indemnify, defend (with counsel of CONSULTANT's choosing) and hold harmless CONSULTANT and its subconsultants and each of their parent companies, subsidiaries or affiliates or the predecessors, successors or assigns and each of their owners, directors, officers or employees from and against any and all manner of demands, claims, liabilities, costs and expenses, including, without limitation, reasonable attorney's fees and any other defense costs arising out of any failure of CLIENT to comply with the provisions of this Paragraph 4.4, including, but not limited to, the failure to properly construct, install or maintain the facility for which CONSULTANT provided services, or any breach of any provision of this Agreement by CLIENT or any individual or entity for whose acts CLIENT is responsible.

4.5. CLIENT or its Representative shall consult with CONSULTANT before issuing interpretations or clarifications of those portions of the drawings, specifications, or other documents prepared by CONSULTANT.

4.6. If, at any time, CLIENT or its designee becomes aware of any fault, defect or discrepancy with respect to the services rendered by CONSULTANT, he shall give

prompt written notice thereof to CONSULTANT.

4.7. CLIENT shall advise CONSULTANT in writing of the identity of any other consultants ("Client Consultants") participating in Project and of the scope of their services.

4.8. CLIENT shall at all times ensure, to his best efforts, that the work of Client Consultants is coordinated with that of CONSULTANT and that Consultant is not delayed in rendering services as a result of the conduct of Client Consultants.

4.9. CLIENT agrees to require all Client Consultants to secure and maintain professional liability, workers compensation and general liability insurance in amounts not less than those required by CLIENT to be maintained by CONSULTANT or, in the absence of any contractual requirement for CONSULTANT, then not less than statutory limits for workers compensation, One Million Dollars per claim and in the annual aggregate for professional liability insurance and One Million Dollars per occurrence and in the aggregate for general liability.

4.10. CLIENT shall also require any contractor whose work shall involve the use of the documents prepared by CONSULTANT to maintain workers compensation insurance as statutorily required and general liability insurance in an amount not less than Five Million Dollars (\$5,000,000) per occurrence and in the aggregate and to name the CONSULTANT as an additional insured on such general liability insurance policy for a period of three years following completion of construction. CLIENT shall require such contractor to provide CONSULTANT with a Certificate of Insurance annually and at each renewal of coverage during such period of required coverage.

5. RESTRICTIONS ON USE OF DOCUMENTS

5.1. It is understood and agreed that all drawings, sketches, specifications and other documents in any form, including CADD files and computer models prepared by CONSULTANT and/or any of its subconsultants under this Agreement (collectively "Documents") are their respective instruments of service and are prepared for use only with respect to this Project. The Documents are, and shall remain, the property of CONSULTANT and its subconsultants, whether the project for which they are intended is executed or not. CONSULTANT and CONSULTANT's subconsultants shall be deemed the authors and owners of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. CONSULTANT grants CLIENT a nonexclusive license to use and reproduce those Documents necessary for the purpose such Documents were prepared under this Agreement ("Deliverables") solely for use in connection with such purpose. Unless specifically set forth otherwise in the Scope of Services, Deliverables shall not include any computer model or documents in machine readable format prepared by CONSULTANT or any of its subconsultants. CONSULTANT shall obtain similar licenses from its subconsultants. The continued existence of such license is at all time conditioned upon the CLIENT's compliance with all of its obligations under this Agreement including the prompt payment of all sums when due. CLIENT shall, upon payment of all sums due CONSULTANT under this Agreement, be permitted to retain one reproducible copy of the Deliverables for information and reference in connection with CLIENT's use and occupancy of the Project. The license granted by this Agreement is terminated if this Agreement is terminated other than for the adjudged default of CONSULTANT.

The Documents including the Deliverables are prepared for use on this Project only and are not appropriate for use on any other project, for additions to this Project, for completion of this Project by others (unless CONSULTANT is adjudged in default) or for any purpose other than as defined by the Scope of Services, except by agreement in writing with the appropriate compensation to CONSULTANT. CONSULTANT's Documents may only be altered or modified by CONSULTANT. Any use of the Documents including the Deliverables or the information or data contained therein, in violation of this subparagraph or any alteration or modification of such Documents including the Deliverables or the information or data contained therein, without the express written consent of CONSULTANT is expressly prohibited. Such prohibited use is at the sole risk of the user and CONSULTANT is released from any liability for damages arising from such use.

5.2. CLIENT agrees that any Documents in CLIENT's possession or control shall not be used and shall be returned promptly to CONSULTANT, if CLIENT is in default under this Agreement. CLIENT agrees that CONSULTANT may obtain injunctive relief to enforce this subparagraph.

6. TERMINATION, SUSPENSION

6.1. This Agreement may be terminated by either party upon at least thirty (30) calendar days' written notice if the other party fails substantially to perform its obligations in accordance with the terms of this Agreement without fault on the party initiating the termination. The defaulting party shall be entitled to cure its default during such thirty (30) calendar day period. If the defaulting party fails to satisfactorily cure its default during such thirty (30) calendar day period, the termination shall take effect immediately without further notice.

6.2. Timely payment to CONSULTANT in accordance with the terms of this Agreement is a material provision of this Agreement. Therefore, CLIENT's failure to make payments in accordance with this Agreement shall constitute substantial nonperformance and a cause for termination of the Agreement or, at CONSULTANT's option, suspension of performance (including delivery of any Documents), by CONSULTANT. If the CONSULTANT chooses to suspend performance, CONSULTANT shall give seven (7) calendar days' written notice to CLIENT before suspending services. In the event of a suspension of services, CONSULTANT shall have no liability to CLIENT for delay or damage caused the CLIENT because of such suspension of services.

6.3. If CLIENT suspends the CONSULTANT's performance of services for more than 180 cumulative calendar days for reasons other than the default of CONSULTANT, CONSULTANT may, at its option, terminate this Agreement by giving not less than seven calendar days' written notice.

6.4. In the event the CLIENT suspends CONSULTANT's performance of services for any reason or CONSULTANT suspends its performance of services under Paragraph 6.2 or otherwise for CLIENT's default, then CONSULTANT shall be paid all sums due prior to such suspension and any expenses incurred in the interruption of CONSULTANT's services. Upon resumption of performance, CONSULTANT's fees for the remaining services and the time schedules shall be equitably adjusted. CONSULTANT shall be given a minimum of fourteen (14) calendar days written notice prior to being required to resume performance.

6.5. In the event of termination not due to the fault of CONSULTANT, CONSULTANT may complete such analyses and records as are necessary to complete his files and may also complete a report on the services performed up to the date of termination or suspension. CONSULTANT shall be compensated for all services performed prior to termination, together with reimbursable expenses then due and all Termination Expenses. Termination Expenses are in addition to compensation for the services performed by CONSULTANT and include expenses directly attributable to termination for which CONSULTANT is not otherwise compensated. Termination Expenses also include all fees and costs incurred by CONSULTANT in reporting, completed data, completing such analyses, records and reports as provided for above.

7. LIMITATIONS ON REMEDIES

7.1. It is understood and agreed that under no circumstances shall CONSULTANT be liable for any damages except to the extent caused by CONSULTANT's breach of the Standard of Care.

7.2. Except to the extent that such waiver would invalidate the applicable insurance coverage, CLIENT and CONSULTANT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance. CLIENT and CONSULTANT each shall require similar waivers from their contractors, consultants and agents.

7.3. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any punitive, special, indirect or consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by CLIENT or CONSULTANT, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

7.4. **Limitation of Liability - THE PARTIES HERETO HAVE DISCUSSED THE RELATIVE REWARDS AND RISKS ASSOCIATED WITH THE PERFORMANCE OF THIS AGREEMENT AND HAVE AGREED THAT TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF CONSULTANT AND ITS SUBCONSULTANT'S AND EACH OF THEIR OWNERS, OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES AND AGENTS TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THE PROJECT OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT UNDER THIS AGREEMENT.**

8. DISPUTE RESOLUTION

8.1. All claims, disputes, and other matters in question between the CONSULTANT and the CLIENT arising out of, or relating to, this Agreement or the breach thereof or in any way to the services rendered by CONSULTANT ("Dispute"), shall be resolved as follows:

8.1.1. In an effort to resolve Disputes that arise during or following the completion of the project relating to this Agreement, the CLIENT and the CONSULTANT agree that all Disputes (except for those involving a claim by CONSULTANT for the collection of payments due CONSULTANT for services and reimbursable

Schedule 1 Construction Administration Services

14. Construction Phase Administration Services - The following services shall be provided only to the extent each service is expressly set forth in the Scope of Services as a service being provided:

14.1. CONSULTANT shall visit the site at the intervals set forth in the Scope of Services to become generally familiar with the progress and quality of that portion of the work for which CONSULTANT prepared the Deliverables to determine in general, if such work is being performed in a manner indicating that such work when fully completed will be in accordance with the Deliverables. CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. On the basis of on-site observations as a design professional, CONSULTANT shall keep CLIENT informed of the progress and quality of the work. CONSULTANT's services do not include supervision or direction of the actual work of the contractor, his employees, agents or subcontractors. CONSULTANT shall not be responsible for any contractor's schedules or failure to carry out its work in accordance with the Deliverables. CONSULTANT shall not have control over or charge of acts or omissions of any contractor, subcontractor, or their agents or employees, or of any other persons performing portions of the construction work. CLIENT agrees to notify the contractor accordingly. The contractor shall also be informed by CLIENT that neither the presence of CONSULTANT's field representative nor the observation by the CONSULTANT shall excuse the contractor for defects or omissions in his work.

14.2. If expressly required under the Scope of Services to do so, CONSULTANT shall review and approve or take other appropriate action upon contractors' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Deliverables prepared by CONSULTANT. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by any contractor, all of which remain the responsibility of the contractor to the extent required by its contract and in the Deliverables. CONSULTANT's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by CONSULTANT, of construction

means, methods, techniques, sequences or procedures. CONSULTANT's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Deliverables, CONSULTANT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by Deliverables.

14.3. If CONSULTANT is expressly required under the Scope of Services to provide any services relating to the review of any contractor(s)' requests for payment, then such services shall be conducted in the following manner. CONSULTANT shall, within a time period agreed upon with CLIENT (but in no event less than fourteen (14) calendar days from the date of receipt by CONSULTANT) review and evaluate a contractor(s)' request for payment based upon CONSULTANT's observations of the work and give CLIENT its recommendations regarding such request. CONSULTANT's recommendations regarding payment hereunder shall constitute a statement to CLIENT as of the date of the contractor's request, that: (a) the work has progressed to the point indicated; and (b) that to the best of CONSULTANT's knowledge, information and belief, the quality of the work is in accordance with the Deliverables prepared by CONSULTANT and there are no known defects or deficiencies in the work for which CLIENT should withhold payment under applicable law. The foregoing statements are subject to an evaluation of the work for conformance with the Deliverables thereto prepared by CONSULTANT upon completion, if requested by CLIENT, to results of subsequent tests and inspections, if requested by CLIENT, to minor deviations from the Deliverables prepared by CONSULTANT and to specific qualifications expressed by CONSULTANT. CONSULTANT shall not be required to: (1) make reviews or on-site observations beyond the scope of its duties as set forth above; or (2) review contractor's payments to its subcontractors and material suppliers to substantiate the contractor's right to payment or how the contractor has used or applied previous payments. It is expressly understood and agreed that CONSULTANT's presence on the job site, observation of the contractor's work and recommendations regarding payment, or failure to take exception to a request for payment, shall in no way relieve contractors or their sureties, if any, from the absolute responsibility of performing the work and furnishing materials in accordance with the requirements of the Deliverables prepared by CONSULTANT.

EXHIBIT “A”



February 29, 2024

New Jersey Department of Transportation
Division Office Local Aid and Economic Development
1035 Parkway Avenue, CN 600
Trenton, NJ 08625

ATTENTION: Taimur Shamali, PE
NJDOT – Division Office Local Aid and Economic Development

REFERENCE: 2022 Safe Routes to School Design Assistance Program
Sidewalk Safety Improvements to Nugentown Road, Giffordtown Lane and Stage Road
Pinelands Regional Junior High School
Township of Little Egg Harbor, Ocean County, NJ

SUBJECT: Preliminary/Final Design & Construction Engineering Services
Technical and Price Proposal

Mr. Shamali,

Enclosed please find our Technical and Price Proposal for the Preliminary/Final Design & Construction Engineering Services for this project.

If you have any questions or concerns about this proposal, please do not hesitate to contact me (856)-793-0800.

Very Truly Yours,
McCormick Taylor, Inc.

A handwritten signature in black ink, appearing to read 'V. Anepete'.

Vittorio Anepete, PE
Project Manager

Enclosures: As Stated

cc: Nicole Todd, NJDOT Local Aid Division Office
Deven Patel, NJDOT Local Aid Division Office
Rodney Haines, Little Egg Harbor Township
Anthony DiMaggio, McCormick Taylor

**2022 SAFE ROUTES TO SCHOOL
DESIGN ASSISTANCE PROGRAM**

**SIDEWALK SAFETY IMPROVEMENTS TO NUGENTOWN ROAD,
GIFFORDTOWN LANE AND STAGE ROAD
TOWNSHIP OF LITTLE EGG HARBOR, OCEAN COUNTY, NJ**

***Technical and Price Proposal
for
Preliminary/Final Design &
Construction Engineering Services***

Prepared For:



New Jersey Department of Transportation
Division of Local Aid and Economic Development
1035 Parkway Avenue, CN 600
Trenton NJ 08625

Prepared By:



McCormick Taylor, Inc.
700 East Gate Drive, Suite 201
Mt. Laurel, NJ 08054

February 29, 2024

**TECHNICAL AND PRICE PROPOSAL
FOR
PRELIMINARY/FINAL DESIGN &
CONSTRUCTION ENGINEERING SERVICES**

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KMA Consulting Engineers, Inc

IV. Price Proposal

I. Project Description

The Township of Little Egg Harbor received a grant under the 2022 Safe Routes to School Program centered around Pinelands Regional Junior High School. Little Egg Harbor will serve as the Local Public Agency (LPA). They have decided to utilize NJDOT's Design Assistance Program and have selected McCormick Taylor as the Design Assistance Engineer.

A School Travel Plan for the Pinelands Regional Junior High School was prepared by Greater Mercer TMA in August 2018. The Travel Plan identified several infrastructure improvements that could be constructed. (See Figure 1). The purpose of the project is to implement these recommendations to increase the walkability and safety of students walking and biking to the campus.

Pinelands Regional Junior High School is located in Little Egg Harbor (Ocean County), NJ. Pineland Regional Junior High School serves students from four sending districts: Bass River, Eagleswood, Little Egg Harbor and Tuckerton. Pinelands Regional Junior High School is located on Nugentown Road directly across from Pinelands High School and the Pinelands Alternative School. Giffordtown Lane, a major connection between Nugentown Road and Route 9 has a pedestrian-level speed of 30mph. However, narrow shoulders and lack of sidewalks create a walking and cycling challenge. As part of the School Travel Plan, a walkability audit with school staff, planners, and engineers, was conducted and recommendations for the Safe Routes to School grant were compiled.

The proposed improvements are shown in Figure 1 and include concrete sidewalks, 37 proposed ADA curb ramps, high visibility crosswalks and two safe speed radar signs.

Through the Design Assistance Program, McCormick Taylor will prepare the design plans, specifications, and cost estimates to advance this project to construction. We will remain on the team during construction to support the construction inspection staff and contractor with any design questions.

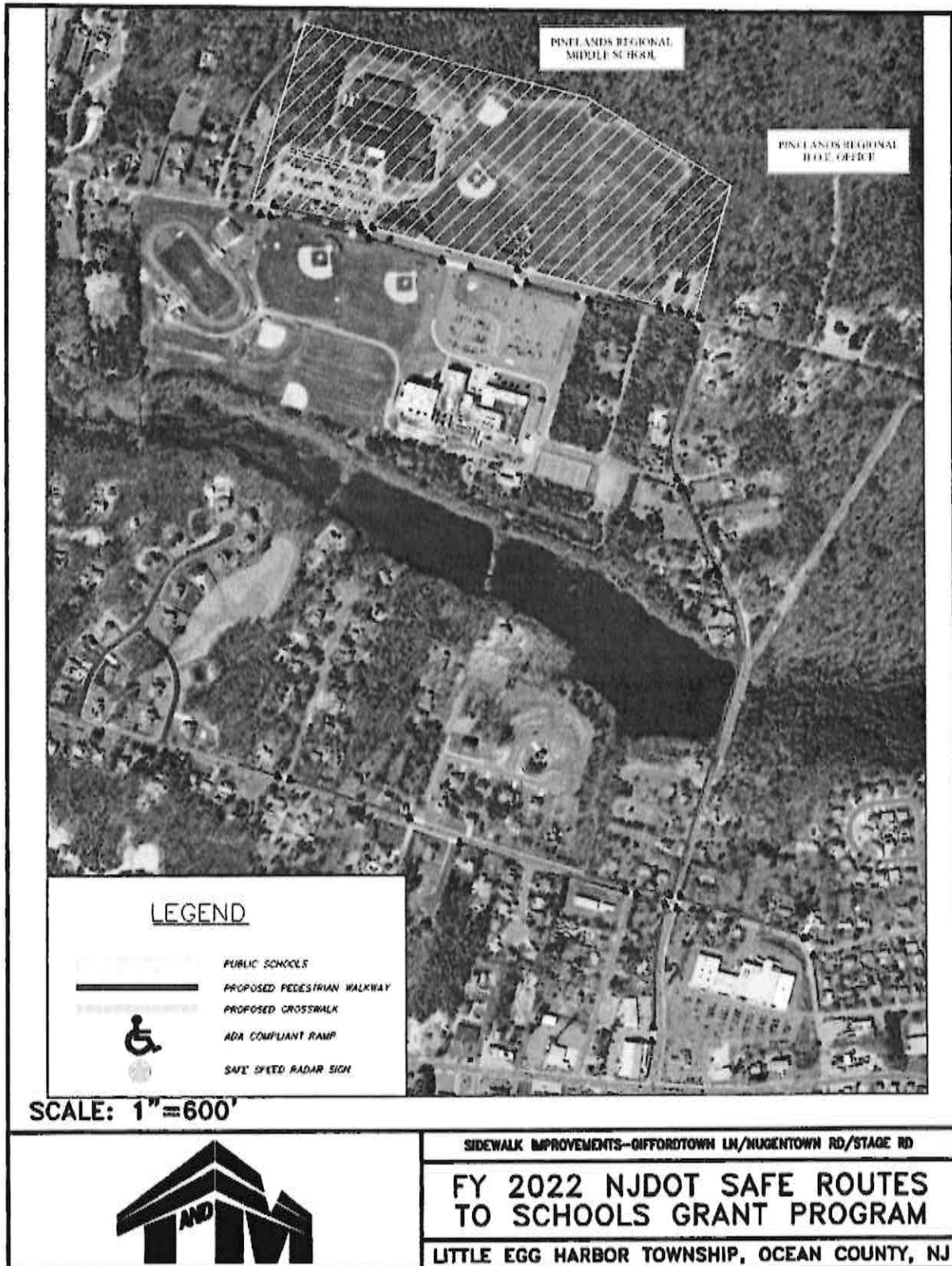


Figure 1. Project Location Map from the SRTS Grant Application

II. Scope of Services

A. Preliminary Engineering Phase

1. Project Management

The primary point of contact for the Department's Project Manager will be McCormick Taylor's Project Manager. He will be responsible for coordinating with NJDOT Local Aid, NJDOT BEPR, Little Egg Harbor Township, project sub-consultants, and the McCormick Taylor Team. McCormick Taylor's Project Manager will be responsible for the following:

- Project scheduling
- Monitoring progress of the project and each task
- Providing monthly progress reports
- Reviewing invoices

2. Initiate Preliminary Engineering (3000)

McCormick Taylor will review the approved Grant documents and attend a virtual kickoff meeting with NJDOT Local Aid and Little Egg Harbor Township to discuss the project and any changes that may have occurred since the Grant approval. The agenda will include the design decisions and tasks included in the combined Preliminary Engineering (PE) and Final Design (FD) scope of work. McCormick Taylor will prepare the Meeting Minutes documenting the kickoff meeting.

3. Prepare Control Survey Report (3015)

This task will be conducted by McCormick Taylor's subconsultant, KMA Consulting Engineers, Inc., who will establish the primary control network and prepare the Survey Control Report.

Deliverables:

- Control Survey Report

4. Conduct Topographic Survey (3020)

This task will be conducted by McCormick Taylor's subconsultant, KMA Consulting Engineers, Inc. KMA will perform mapping and ground survey to obtain topographic features. Detailed ground survey will be performed for grading of sidewalk and ADA Curb Ramps.

5. Prepare Base Maps (3025)

This task will be conducted by McCormick Taylor's subconsultant KMA Consulting Engineers, Inc. KMA will prepare base maps that depict in detail the existing topography within the project limits. KMA will generate the Digital Terrain Model (DTM) and supplement the data with additional ground survey as needed.

Deliverables:

- Base mapping and DTM with survey data.

6. Prepare Horizontal/Vertical Geometry (3030)

a. Develop Baseline

McCormick Taylor will develop a proposed construction baseline based on the nature of the improvements. This designed geometry information will be added to the construction plans.

b. Develop Preliminary Grading

McCormick Taylor will develop Typical Sections to depict the existing and proposed roadway design elements such as lanes, shoulders, and border widths and cross slopes. Roadside details such as berm, curb and sidewalk locations will be developed. Sidewalk and driveway slopes will be evaluated to determine the limit grading and potential environmental and right of way impacts.

c. Establish Existing Right-of-Way (ROW)

McCormick Taylor will develop the existing ROW lines using available as-built plans, existing ROW plans, and Tax Maps. Proposed ROW coordination and plans are not included in this scope of work. It is anticipated that Little Egg Harbor Township will coordinate with all property owners to obtain any required Right of Entry Forms or other approvals for any temporary access or mitigation work outside of the existing ROW.

If ROW acquisition is required to comply with stormwater management criteria, this work will be added to the Final Design scope of work. Right of Way acquisition is non-participating. Any fee takes would be the responsibility of the LPA.

d. Curb Ramps

McCormick Taylor will also develop ADA compliant ramp designs using the survey obtained by KMA. Where the grant calls for updated crosswalk striping, the existing curb ramps serving those crosswalks will be evaluated for compliance and replaced if necessary. It is anticipated that 44 proposed ramps will be designed. Preliminary layout and grading will be performed during Preliminary Engineering. The ramps will be detailed out during Final Design as Curb Ramp Layout Details in accordance with NJDOT Sample Plans.

7. Prepare Utility Base Plans (3035)

McCormick Taylor will prepare utility base plans from field survey data to show existing surface features, underground and aerial utility facilities for verification by the respective utility companies. Utility work is expected to be limited to resetting of utility valve boxes and manholes. Sidewalk locations will be designed to accommodate utility poles that are expected to remain.

8. Send Utility Verification Request Letter (3045)

McCormick Taylor will identify the utility companies and contact person for the utilities operating within the project limits. McCormick Taylor will submit the Utility Verification Request Letter and utility base plans to each of the utility companies expected to operate within the project area to identify their existing facilities on the utility base plans. Letters will be transmitted via email.

The following companies are expected to operate within Little Egg Harbor Township

- Little Egg Harbor Municipal Utilities Authority
- Ocean County Utilities Authority
- Atlantic City Electric

- New Jersey Natural Gas
- Comcast
- Verizon
- AT&T

The following tasks will be performed by McCormick Taylor:

- Prepare Utility Verification Request Letter to utility owners.
- Transmit base plans to utility owners.
- Provide copy of all utility verification request letter transmittals to NJDOT Local Aid.
- Utility Owners will verify their information and return plans to MT.

9. Update Base Plans & Identify Conflicts (3055)

McCormick Taylor will incorporate the utility company comments onto the utility base plans. McCormick Taylor will identify potential utility conflicts between existing utility facilities and proposed design. It is assumed conflicts will be limited to valve and manhole resets that will be performed by the State's contractor. Additional utility coordination, UECA or Master Agreements, Utility Owner Design Authorization Checklists and Utility Agreement Plans are not included in this scope of work.

10. Prepare Preliminary Roadway Plans (3070)

McCormick Taylor will prepare the preliminary proposed improvements in conformance with the following manuals and standards:

- New Jersey Department of Transportation (NJDOT) Roadway Design Manual
- New Jersey Department of Transportation (NJDOT) Complete Streets Design Manual
- AASHTO Policy on Geometric Design of Highway and Streets
- AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities
- AASHTO Guide for the Development of Bicycle Facilities
- Manual on Uniform Traffic Control Devices for Streets and Highways.

McCormick Taylor will perform a field edit of existing conditions to confirm the accuracy of the prepared plans. McCormick Taylor will prepare the roadway quantity calculations. The preliminary roadway plans will include the following anticipated plan sheets to make a complete preliminary roadway plan package:

- Key Sheet (1 sheet)
- Estimate – Distribution of Quantities Sheet (1 sheet)
- Typical Sections (2 sheets)
- Plan Sheet Index (1 sheet)
- Construction Legend (1 sheet)
- Construction Plans (12 sheets)
- Soil Erosion/Environmental Plans (6 Sheet)

11. Prepare Preliminary Drainage Design (3085)

McCormick Taylor will perform preliminary H&H analysis and drainage design for a proposed 12-foot-wide pervious paved trail with one-foot-deep stone wrapped with geotextile runoff storage areas. The preliminary drainage design will account for anticipated compliance under the NJDEP Stormwater Management Rules (NJAC 7:8). This task will include appropriate drainage area mapping, assessment of soil characteristics, identification of any utility conflicts, and recommendations for stormwater

management BMPs, such as pervious trail and vegetated swales/rain gardens for runoff quantity control and recharge.

A brief Preliminary Drainage/Stormwater Management Report will be prepared to support the PE design and CED. The electronic report will be submitted to Little Egg Harbor Township and NJDOT Local Aid for review. McCormick Taylor will address any comments and produce the requisite number of electronic and hard copies.

12. Determine Traffic Engineering Facility Locations (3090)

a. Complete Lighting Design

McCormick Taylor will evaluate the existing lighting at the proposed crosswalks using Visual software to determine if the lighting meets current NJDOT design standards. If lighting upgrades are needed, McCormick Taylor will prepare a conceptual layout for the proposed lighting design. McCormick Taylor will utilize locations of existing utility poles, if feasible, to lay out the preliminary lighting design.

b. Prepare Traffic Signing and Striping Plans

McCormick Taylor will perform an inventory of all the regulatory and warning signs within the project limits. McCormick Taylor will check to ensure the signing is compliant with the MUTCD. McCormick Taylor will prepare preliminary Traffic Signing and Striping (TSS) Plans for the project crosswalks and intersections.

13. Update Preliminary Detour and Construction Staging Plans (3130)

McCormick Taylor will develop and refine the project staging that is required. This includes design and layout of shifts to the degree needed to identify project impacts. McCormick Taylor will prepare the construction sequence narrative and a preliminary construction schedule, which will include the construction duration. No detour of local roads or private driveways are anticipated for traffic control.

14. Finalize Project Plan (3165)

McCormick Taylor will attend Core Group meetings to present the preliminary roadway plans that will become the Approved Project Plan. Two virtual (2) meetings are anticipated during Preliminary Engineering to gather input from Stakeholders. McCormick Taylor will assist NJDOT Local Aid and Little Egg Harbor Township in developing the Core Group and scheduling the meetings.

To finalize the project plan, McCormick Taylor will:

- Prepare the Project Plan for the Core Group Meeting.
- Present the Project Plan to the Core Group.
- Address the Core Group Meeting comments.
- Revise the Project Plan based on comments obtained from the Core Group.

15. Perform Environmental Screening (2135)

To aid in identification of any environmental issues that may impact the project, McCormick Taylor will prepare an Environmental Screening Report (ESR) for the project. The ESR will identify and document environmental constraints within the project limits including wetlands, parklands, cultural resources, threatened and endangered species, hazardous waste, socio economic, air/noise and anticipated permits. Once complete, McCormick Taylor will submit the ESR to NJDOT for review.

Deliverables:

- *Preliminary Environmental Screening Report (electronic)*

16. Review Environmental Screening (2140)

Once the ESR is reviewed by NJDOT, McCormick Taylor will address all comments identified during the review. A final ESR will be submitted to NJDOT once all comments have been addressed.

Deliverables:

- *Final Environmental Screening Report (electronic)*

17. Conduct Ecology Study (3765)

To support the CED and potential future permits, McCormick Taylor will conduct a variety of ecological research, fieldwork, and agency coordination to determine existing conditions and potential impacts and mitigation requirements to natural resources in the project study area.

a. Wetland Delineation

Wetlands and blue lined streams are shown within the project area on NJDFEP Geoweb. McCormick Taylor will perform a wetland delineation to identify the limits of all features within 150 feet of the limits of disturbance. McCormick Taylor will conduct the wetland delineation in accordance with the 1989 Federal Manual.

Background research and mapping review will be conducted prior to initiating field investigations. Reviews will include relevant project reports and GIS materials, NWI mapping, NJDEP Freshwater and Coastal Wetlands mapping, USEPA Priority Wetlands mapping, Burlington County Soil Surveys/SSURGO/NTCHS information, and USGS topographic mapping.

All wetlands will be identified utilizing the three-parameter approach (hydrology, vegetation, soils); and the Routine Onsite Determination Method, Plant Community Assessment Procedure will be employed. Upland/wetland boundaries of all identified wetland areas, and all soil boring locations, will be sequentially demarcated with survey flags and/or ribbon in the field. All wetlands will be classified in accordance with the Classification of Wetlands and Deepwater Habitats of the United States: New Jersey (USFWS, 1988). Soil color descriptions will be made with the Munsell Soil Color Charts (Gretag Macbeth 2000). Datasheets will be prepared to document each investigated area with respect to site conditions, hydrology, vegetation, soils, and justification of wetland/non-wetland determination.

Our subconsultant, KMA, will survey the delineated wetland lines, boring holes, and top-of-bank (for riparian zone purposes), which will be incorporated onto a Wetland Delineation Plan. The plan will include all relevant regulatory lines including Ordinary High-Water Mark, FHA/floodplain lines, wetland transition area limits, and top-of-bank.

A Wetland Delineation Report will be prepared to document all of the above. The draft report will be submitted electronically to the NJDOT for review. McCormick Taylor will address any comments received and resubmit the final report in electronic format.

McCormick Taylor assumes two site visits to conduct the wetland delineation fieldwork.

Deliverables:

- *Final Wetlands Delineation Report (electronic)*

18. Hold Public Information Center (3865)

McCormick Taylor will prepare for and attend one virtual (1) Public Information Center to present the Preliminary Engineering Design. Prior to the meeting, McCormick Taylor will request the certified mailing list of affected property owners. McCormick Taylor will prepare the display graphics or renderings for the meeting. The project team will solicit input from the public about the proposed project. McCormick Taylor will prepare a meeting summary within 5-7 business days and submit to NJDOT for review.

19. Prepare Certified Categorical Exclusion (CCE) Document (3890)

NJDOT will be the primary preparer of the CED Form. McCormick Taylor will assist by preparing Sections I and II of the CED form, which will be electronically forwarded to Little Egg Harbor Township and NJDOT Local Aid (who will provide to NJDOT BEPR).

Under this task, McCormick Taylor will also perform a site visit with BEPR to review the project area and discuss the scope. Based on our environmental screening below, we assume no additional technical environmental studies or coordination is required to obtain the approved CED.

To assist with this activity, McCormick Taylor will prepare a wetland delineation and a Threatened and Endangered Species Assessment as the stormwater management BMP's will be constructed adjacent to wooded areas with potential tree removal. These tasks will be completed under Activity 2185 Perform Environmental Screening and Activity 3765 Conduct Ecology Study.

B. Final Design Phase

1. Project Management

The primary point of contact for the Department's Project Manager will be McCormick Taylor's Project Manager. He will be responsible for coordinating with NJDOT Local Aid, Little Egg Harbor Township, project sub-consultants, and the McCormick Taylor Team. McCormick Taylor's Project Manager will be responsible for the following:

- Project scheduling
- Monitoring progress of the project and each task
- Providing monthly progress reports
- Reviewing invoices
- Initiate and Update Design Communication Report

2. Initiate Final Design (4010)

McCormick Taylor will review the approved PE documents and any decisions or design changes that have occurred since PE closeout.

3. Incorporate Utility Design in Contract Documents (4090)

McCormick Taylor will show the final accommodations on the construction plans. Any revisions,

modifications or additions provided as a result of the utility owner review will be incorporated into the construction plans. In addition, McCormick Taylor will incorporate each utility company's specification into the special provisions.

4. Complete Horizontal/Vertical Geometry (4210)

McCormick Taylor will complete the horizontal and vertical geometry calculations. The geometry and grading will be added to the construction plans. ADA Detail sheets will be developed to show the layout and grading of ADA compliant curb ramps.

5. Prepare Final Roadway Plans (4220)

McCormick Taylor will update the preliminary roadway plans that were prepared in the Preliminary Engineering Phase to produce the final roadway plans. Traffic control plans will be prepared utilizing the NJDOT Standard Traffic Control Details.

McCormick Taylor will prepare the Roadway Quantity Calculations and any design decision will be updated in the Design Communication Report (DCR). The final roadway plans will include the following anticipated plan sheets to make a complete final roadway plan package:

- Key Sheet (1 sheet)
- Estimate – Distribution of Quantities Sheet (1 sheet)
- Typical Sections (2 sheets)
- Plan Sheet Index (1 sheet)
- Construction Legend (1 sheet)
- Construction Plans (12 sheets)
- Soil Erosion/Environmental Plans (6 sheets)
- ADA Curb Ramp Layout Details (15 sheets)
- Construction Details (4 sheets)
- Traffic Control and Staging Plans (4 sheets)

6. Complete Lighting Design (4230)

Utilizing the conceptual layout plans developed in Preliminary Engineering, McCormick Taylor will prepare the lighting design and a Lighting Design Report as per the NJDOT Roadway Design Manual and Sample Plans. The lighting design will be completed once crosswalks have been designed and finalized.

The final lighting design is expected to consist of utility pole mounted cobra head luminaires. We will coordinate with the electric utility to develop a work order for the installation of the proposed luminaires.

7. Complete Traffic Signal, Signing and Striping Plans (4240)

McCormick Taylor will prepare Traffic Signing and Striping plans for the intersections with proposed crosswalk improvements in accordance with the MUTCD, NJDOT Roadway Design Manual, and NJDOT Sample Plans.

This activity will also include layout and design of the proposed radar speed signs. These are anticipated to be solar powered. An electrical design for hardwired signs is not included in this scope of work.

8. Complete Drainage Design (4270)

McCormick Taylor will complete the drainage design according to the NJDOT Drainage Design Manual and the Quality Management Guidelines. This will include final revisions to drainage plans, as necessary, preparation of details and specifications for non-standard items, preparation of drainage item quantities, and an engineering cost estimate.

The Final Drainage/Stormwater Management Report will include all required information for compliance with the NJDEP Stormwater Management Rules, including H&H analysis under **Activity 4310**. The electronic Final Drainage/Stormwater Management Report will be submitted to Little Egg Harbor Township and NJDOT Local Aid for review and comment. McCormick Taylor will address any comments and produce the requisite number of electronic and hard copies.

McCormick Taylor will generate a Maintenance Manual for SWM facilities as per the requirement of the NJDEP and submitted to Little Egg Harbor township.

Certification of compliance with NJAC 7:8 will be performed by Little Egg Harbor Township.

9. Develop Construction Cost Estimate (4275)

Under this task, McCormick Taylor will develop the construction cost estimate. This includes computing quantities of work items and researching unit prices appropriate for this particular project. As part of the cost estimate, McCormick Taylor will identify and evaluate any special conditions specific to this project that could affect the unit price or total cost for a particular element of the construction. Such conditions include work area, utility impacts, material supply, and/or time restrictions.

McCormick Taylor will prepare the Construction Cost Estimate using AASHTOWare Project Cost Estimation System and utilizing the plans developed during final design activities. The Construction Cost Estimate is necessary to properly program construction funds for the project. McCormick Taylor will submit the Construction Cost Estimate to Little Egg Harbor Township and the NJDOT Local Aid Project Manager for review and comment.

Deliverables:

- Construction Cost Estimate

10. Develop Specifications (4280)

McCormick Taylor will develop the Special Provisions using the latest version of the NJDOT Standard Input and guidance provided by the latest Baseline Document Changes and Standard Specifications.

Deliverables:

- Project Special Provisions

11. Develop Construction Schedule (4285)

McCormick Taylor will create a construction schedule in accordance with the NJDOT Construction Scheduling Manual. The construction schedule will be established for a completion date that provides the shortest practical duration of construction to minimize the disruption of traffic and allows the contractor a reasonable amount of time to complete the project at a reasonable cost.

Deliverables:

- Construction Schedule

12. Prepare Final Design Submission Package (4290)

McCormick Taylor will prepare a complete Final Design Submission Package (FD) upon completion of the final Roadway Plans, construction cost estimate, construction schedule, and special provisions.

McCormick Taylor will perform a final quality control check of the plans, specifications, cost estimate and construction schedule.

The following is a list of anticipated items in the Final Design Submission Package:

- Transmittal Letter indicating the distribution of all FD deliverables
- Designer's Submission Certification
- Trainee and DBE Goal Requests
- Final Plans
- Special Provisions
- Construction Cost Estimate
- Construction Schedule
- Final Technical Reports

McCormick Taylor will attend a meeting with the NJDOT Local Aid PM to finalize the submission requirements and assist in identifying appropriate functional SME units that should be selected for final design document review.

13. Complete Hydrologic & Hydraulic Analysis (4310)

McCormick Taylor will complete appropriate H&H analysis to support compliance with the NJDEP Stormwater Management Rules (NJAC 7:8) standards for stormwater runoff quantity and groundwater recharge. This will include appropriate modeling and generation of supporting calculations. H&H analysis will be included in the Final Drainage Report (*Activity 4270*).

14. Prepare Soil Erosion and Sediment Control Report and Plans (4410)

McCormick Taylor will prepare the draft Soil Erosion and Sediment Control (SESC) Report and Plans, including temporary and permanent SESC features as required for the project, in accordance with the Standards for SESC in NJ (2014) and Ocean County Soil Conservation District (SCD) requirements. This will include preparation of the draft SCD Application Form, Pervious Paving Summary Form (i.e., for raingardens/ swales or other stormwater BMPs), Property Owner Authorization Form (if applicable), and SCD fee calculation. The electronic draft SESC Report and Plans will be submitted to Little Egg Harbor Township and NJDOT Local Aid for review and comment. The SESC Plans will also serve as the environmental plan sheets, incorporating appropriate environmental notes, commitments, constraints, SESC conditions, etc.

The approved SESC Plans and notes will be incorporated into the construction plan set.

Permit fees are non-participating and non-reimbursable under the Design Assistance Program. MT will request the check from the LPA for the submission. The anticipated fee for 2 acres of disturbance is \$2,170.00.

Deliverables:

- SESC Report
- SESC Plans
- SCD Application

15. Review Soil Erosion and Sediment Control Report and Plans (4430)

McCormick Taylor will coordinate with the SCD for review and approval. McCormick Taylor will address any comments on the draft SESC Report/Plans and electronically resubmit the modified report/plans for certification.

16. Complete Environmental Plans (4585)

McCormick Taylor will coordinate with the NJDOT BEPR to ensure the proposed work complies with the Certified Categorical Exclusion Document including all environmental commitments. In consultation with NJDOT BEPR, McCormick Taylor will prepare an environmental commitments or notes sheet to supplement the SESC Plans, summarizing following environmental commitments. MT will prepare the environmental plan sheets, incorporating environmental constraints, impacts, mitigation, commitments, and permit conditions into the contract documents.

Deliverables:

- Final Environmental Plans

17. Execute Final Design Public Involvement Action Plan (4795)

McCormick Taylor will execute the PIAP developed during the Preliminary Engineering Phase. One Public Information Center is anticipated as part of the PIAP.

McCormick Taylor will prepare for and attend one (1) Virtual Public Information Center to present the Final Engineering Design. Prior to the meeting, McCormick Taylor will prepare a meeting announcement and send meeting announcements to the mailing list of affected property owners. McCormick Taylor will prepare the display boards for the meeting. Two boards are expected. The project team will solicit input from the public about the proposed project. McCormick Taylor will prepare a meeting summary within 5-7 business days and submit to NJDOT for review.

18. Resolve Final Design Submission Comments (4830)

McCormick Taylor will address and resolve comments provided by the NJDOT Local Aid Project Manager, and Little Egg Harbor Township as a result of the review process. McCormick Taylor will evaluate all the comments provided from the NJDOT SMEs and coordinate with NJDOT Local Aid Project Manager to discuss the comments and resolve any issues. Following resolution of issues, McCormick Taylor will prepare the Final Comment Resolution Summary that responds to each

comment, item by item and submit it to the NJDOT Project Manager.

Once all comments are resolved, the NJDOT Project Manager will inform McCormick Taylor that the project can advance to PS&E. McCormick Taylor will update the Design Communications Report (DCR) to reflect any design decisions.

Deliverables:

- Comment Resolution

19. Submit PS&E Package (4840)

Following the concurrence of the resolutions for all comments made by NJDOT and Little Egg Harbor Township on the Final Design Submission, McCormick Taylor will make the final revisions to the plans, specifications, and estimates. McCormick Taylor will submit the PS&E package, which will include the followings:

- Signed and Sealed Plans
- Cost Estimate
- Quantity Calculations
- Design Calculations
- Designer PS&E Certification
- LPA's Certifications
- Construction Schedule
- Comment Resolution Summary

Deliverables:

- PS&E Package

20. Certify Soil Erosion and Sediment Control (4850)

McCormick Taylor will coordinate with the SCD for review and approval. The approved SESC Plans and notes will be incorporated into the construction plan set.

21. Prepare Advertising Authorization Package (4875)

McCormick Taylor will assist the NJDOT Local Aid Project Manager (PM) and Little Egg Harbor Township to submit the Plans, Specifications and Estimates (PS&E) submission. The NJDOT Local Aid PM will submit the PS&E package for Construction Authorization along with the following information:

- Utility Clearance Letter
- Environmental Re-Evaluations
- Soil Erosion and Sediment Control Certifications
- Construction Environmental Authorization Checklist/Inventory
- Utility, ROW and Permits Certifications
- Project Summary Information Form

Following Construction Authorization McCormick Taylor will assist the LPA with the Design Closeout Package and the advertisement package.

C. Construction Engineering Services Phase

1. Project Management

The primary point of contact for the Department's Project Manager will be McCormick Taylor's Project Manager. He will be responsible for coordinating with NJDOT Local Aid, Little Egg Harbor Township, project sub-consultants, and the McCormick Taylor Team. McCormick Taylor's Project Manager will be responsible for the following:

- Project scheduling
- Monitoring progress of the project and each task
- Providing monthly progress reports
- Reviewing invoices
- Initiate and Update Design Communication Report

2. Prepare Bids (5030)

Little Egg Harbor Township will forward all contract inquiries from the bidders or suppliers to McCormick Taylor for an appropriate response. For the purpose of this proposal, McCormick Taylor estimates documenting and responding to two inquiries submitted by the posted deadline (except for requests for Bid date extension). McCormick Taylor will prepare the Bid Analysis, provide a recommendation for award, and assist in preparing the Award Concurrence Checklist and supporting documents for the Award Concurrence Package.

3. Hold Pre-Construction Meeting (5080)

McCormick Taylor will attend the pre-construction meeting held by the selected Construction Management and Construction Inspection (CMCI) consultant. The Pre-Construction Meeting is the meeting between Local Aid, Little Egg Harbor Township, the selected Contractor, the CMCI consultant and other key stakeholders that will provide a project overview and establish initial project contacts.

As the project disturbs more than one acre, a category 5G3 "construction activity" stormwater general permit is required to be submitted 30 days prior to ground disturbance. McCormick Taylor will submit this permit to NJDEP. **Permit fees are non-participating and non-reimbursable under the Design Assistance Program. MT will request the check from the LPA for the submission. The anticipated fee for under 5 acres of disturbance is \$450.00.**

4. Field Visits/Meetings

McCormick Taylor will attend bi-weekly field meetings with the Resident Engineer and the Contractor. McCormick Taylor's presence will allow feedback on the Contractor's progress, to ensure construction is implemented in general conformance with the contract documents and specifications. McCormick Taylor will answer questions relative to design and construction issues. McCormick Taylor will provide an experienced engineer knowledgeable in construction to visit the field during critical construction activities. Based on an estimated construction duration of 8 months, we anticipate sixteen (16) field meetings.

5. Telephone Consultation

McCormick Taylor will respond to the Resident Engineer and Contractor's questions by telephone on an as-needed basis. McCormick Taylor will provide written responses to the Resident Engineer, which could include sketches or diagrams. To expedite work, the responses and sketches/diagrams will be transmitted to the field office electronically. McCormick Taylor will prepare a memorandum of record documenting each conversation. For the purpose of this proposal, McCormick Taylor estimates responding to approximately four inquiries.

6. Prepare Working Drawings (5120)

McCormick Taylor will review submittals in accordance with the project plans and specifications for the roadway items submitted by the Contractor and/or their subcontractors/suppliers.

McCormick Taylor will review submittals and comment on their general conformance with contract plans and specifications. We will utilize personnel who are familiar with the project and are experienced in their respective field to lead the review process. This will ensure in delivering quality working drawing review process in an expedited manner.

7. Respond to Request for Information (RFI)

McCormick Taylor will review and respond to RFI's from the contractor on an as-needed basis. McCormick Taylor will provide written responses to the contractor, which could include sketches or diagrams. To expedite work, these written responses and sketches/diagrams will be transmitted to the field office electronically. For the purpose of this proposal, McCormick Taylor estimates responding to six RFI's.

8. Miscellaneous Change of Plans/Field Revisions

McCormick Taylor will prepare change of plans/field revisions for this project on an as needed basis. This task will give the Department the flexibility of giving an authorization to process change of plans identified that would be required due to varying field conditions, unforeseen conditions, or even additional work outside the current project limits. Minor Field Revisions that do not require an official change of plan will be submitted to the Resident Engineer. For the purpose of this proposal, McCormick Taylor estimates preparing two (2) field revisions. Official change of plans and addendums are not anticipated.

9. Prepare As-Built Plans

The Resident Engineer will provide McCormick Taylor with a markup set of construction plans with as-built quantities and prepare an As-Built Summary (DC-104). McCormick Taylor will utilize the information provided by the Resident Engineer to develop record drawings at the completion of construction. A final as-built PDF set of plans will be prepared showing all changes.

10. Final Acceptance (5170)

Upon Substantial Completion, McCormick Taylor will review the project and coordinate with NJDOT Local Aid, the LPA, and the Resident Engineer to ensure the work has been satisfactorily completed. If the RE deems that all work is not completed satisfactorily, the RE notifies the contractor and includes a corrective action list. Upon Final Completion, McCormick Taylor will review the project again to ensure all corrective action items have been resolved. It is anticipated that the Resident Engineer and

Construction Management/Inspection firm will track as-built quantities and prepare a final as-built PDF set of plans showing all changes.

III. Sub-Consultants Scope and Price



CONSULTING
ENGINEERS, INC.

Engineering ♦ Surveying ♦ Mapping ♦ Utility Investigations
Environmental Services ♦ Construction Engineering ♦ Traffic Control

February 7, 2024

McCormick Taylor, Inc.
700 East Gate Drive, Suite 201
Mount Laurel, NJ 08054

Attn: Vittorio Anepete, PE

Reference: Safe Routes to School (SRTS) Contract
Little Egg Harbor Township, Ocean County, NJ

Dear Mr. Anepete,

We are pleased to present this proposal for engineering activities as listed in our scope of work. The Proposal consists of this cover letter and the following attachments:

- Scope of Services
- Man-Hour Estimate by Tasks
- Cost Proposal Summary

Should you have any questions with our work effort, please do not hesitate to contact me at this office at your earliest convenience.

We look forward to working with you on this project, please call if you have any questions or need any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Dogbey', written over a horizontal line.

John Dogbey, PE – Vice President

CC: Kokeb Abera, PE
Hareesh Daggupati, PE
Naji Khoury, PE



**Safe Routes to School (SRTS) Contract
Little Egg Harbor Township, Ocean County, NJ**

**Scope of work to perform surveying and geotechnical services for the
proposed safety improvements**

I. Introduction

KMA Consulting Engineers, Inc. (KMA) was retained by McCormick Taylor, Inc. (MT) to perform surveying for sidewalks, prepare base mapping, and perform geotechnical engineering services for the design of proposed sidewalks, Americans with Disabilities Act (ADA) ramps, and stormwater best management practices (BMPs) at various locations within the Township limits as part of the Safe Routes to School (SRTS) Contract in Little Egg Harbor Township, Ocean County, New Jersey.

II. Project Scope

The following standard assumptions have been made regarding the Scope of Services:

In general, all services, unless specifically stated otherwise herein, will be performed in accordance with the NJDOT's current standards, policies, procedures, and directives covering the services to be performed. These include Standard Articles 44 and 51, Survey Manual, and CADD Manual. It is assumed that the Township will provide access letters for our field crews to carry with them while working at the project site. It is further assumed individual access letters to owners abutting the project will not be required.

III. Project Management

The primary point of contact for this project will be the KMA Project Manager. He will be responsible to coordinate status meetings with MT, project sub-consultants, and the KMA Team. The Project Manager will be responsible for the following:

- Project planning and scheduling
- Monitoring progress of the project and each task
- Providing monthly progress reports
- Reviewing invoices
- Quality control



IV. Surveying

1. Establish Horizontal/Vertical Primary Control

Survey tasks will include: recovering primary control benchmarks, ground survey, and preparing base maps.

a. Primary Control Benchmarks

KMA will recover the primary horizontal and vertical control points established by others who have performed any work for this project and check them if they are meeting the standards. If none were found, new Horizontal and Vertical control meeting Second Order, Class II accuracy standards will be established on site. KMA will establish a Primary Control Network utilizing the horizontal datum of the New Jersey State Plane Coordinate System in the North American Datum of 1983 and the latest adjustment, currently NAD83 (2011). This Primary Control Network will also be tied to the North American Vertical Datum of 1988 (NAVD 88). The network will be established by GNSS-RTN methods following the procedures for Class RT1 accuracy, modified for a time length of 300 epochs per five minutes. The primary control will consist of semi-permanent and uniquely identifiable Intervisible GNSS-RTN pairs of control points. The standards of accuracy shall be in accordance with the National Geodetic Survey's Publication "Classification, Standards of Accuracy, and General Specifications for Geodetic Control Networks". It is understood that the work shall be performed in English units (US Survey Feet). A survey control baseline will be established with control points set approximately every 500 feet along the project length. A total of twenty (20) control points will be set within the project limits. It is assumed that the project is about 1.9 miles (10,000 feet) in length and will need to be surveyed.

A vertical control network will be established over the horizontal primary control network as stated above by using digital-differential leveling.

b. Topographic Survey

After recovering/establishing the bench marks at the job site, a KMA surveyor will survey the following:

- Both sides of the proposed areas where there will be new sidewalks (total 15' wide) including the driveways and shoulders and the roadway centerline and fences for the front of the properties.



- Property corners if any are found during the survey.
- Detailed topo survey at the proposed ADA ramp locations.
- Survey cross-sections every 50 feet to pick up the existing topographic features.
- Existing grading survey of the ground at the proposed 6 SWM BMPs locations.
- Survey of wetland flags (about 50 flags).

c. Prepare Base Map

KMA will use the surveyed information collected in the field to prepare the base map and provide it to MT. Using the cross sections information, KMA will generate the DTM and provide it to MT.

2. Prepare Control Survey Report

KMA will prepare a Survey Project Report, detailing the primary control network established for the project. The report will be prepared in accordance with the NJDOT Survey Manual procedures and guidelines and provisions of Article 44 of the NJDOT procedures manual. The report, including a narrative and tic sketches, will be prepared and submitted to the Township for review and approval. Upon approval of the Survey Project Report by MT, we will submit final copies which will be signed and sealed by a Professional Licensed NJ Land Surveyor.

All surveying tasks will be performed in accordance with the NJDOT Survey Manual procedures and guidelines. All survey control will be established in accordance with the "Quality Assurance Checklist – Survey Services Unit" of the NJDOT procedures manual unless otherwise specified.

V. Geotechnical

As per email correspondence dated November 2, 2023, MT requested that KMA provide geotechnical engineering services to support the design of 6 proposed stormwater best management practices (BMPs) comprising swales and rain gardens. As per Chapter 12 of the NJ Stormwater BMP Manual, each test pit will be substituted with 2 soil borings, since the project site is in an area where a test pit would substantially disturb the existing area and create an undesirable/unsafe condition. Soil borings performed for the purpose of designing an infiltration BMP must extend to either a minimum depth of 8 feet below the lowest elevation of the BMP bottom or to a depth that is at least twice the maximum potential water depth generated by the largest design storm, whichever is greater.



KMA will perform the subsurface investigation by procuring the services of a drilling subcontractor to perform hollow-stem augered Standard Penetration Test (SPT) borings (ASTM D6151 and D1586). A KMA Geotechnical Field Representative (GFR) will provide full-time monitoring of the boring operations, collect soil samples, prepare soil logs, and obtain groundwater measurements. The drilling subcontractor will submit a one-call to locate any utilities prior to carrying out their operations. KMA is assuming that maintenance and protection of traffic via a truck mounted attenuator may be needed to safely perform the subsurface investigation.

An adjacent supplementary SPT borehole will be performed at each primary SPT boring location. The adjacent borehole will be used to collect undisturbed samples in compliance with ASTM D1587 (Thin-Walled Tube Sampling of Fine-Grained Soils for Geotechnical Purposes) for laboratory permeability testing in accordance with ASTM D5084 (Standard Test Methods for Measurement of Hydraulic Conductivity of Saturated Porous Materials Using A Flexible Wall Permeameter). If a thin-walled tube is not successfully obtained and/or sandy textured soils (including sands, loamy sands, and sandy loams, with lack of soil cohesion) are encountered, KMA will perform one of the following:

- Collected SPT soil samples will be remolded in the laboratory to the in-situ condition (e.g., moisture content and density) and tested in accordance with ASTM D2434 (Standard Test Methods for Measurement of Hydraulic Conductivity of Coarse-Grained Soils).
- A field percolation test in the adjacent SPT borehole in accordance with Chapter 12 of the NJ Stormwater BMP Manual.

A total of 24 primary and 24 supplementary SPT borings will be performed for this project. KMA is assuming that the SPT borings will be performed up to a depth of 15 feet below existing grade. KMA is also assuming that no tree clearing will be required to access the SPT boring locations.

Temporary standpipe piezometers, consisting of polyvinyl chloride (PVC) pipe, will be installed in the primary borings for groundwater measurements. The seasonal high-water table (SHWT) is determined during the wet season (January to April, inclusive). KMA is assuming that this subsurface investigation will be performed during the wet season. However, if this investigation is to be performed outside of the wet season, one monitoring well will need to be installed within the infiltration area of each proposed BMP to collect groundwater measurements during the wet season, the cost of which is not included in this proposal.



The subsurface investigation will include soil characterization, SHWT determination, and soil permeability testing. The subsurface investigation and testing will be conducted in compliance with the American Society for Testing and Materials (ASTM) procedures, Chapter 12 of the NJ Stormwater BMP Manual, and the New Jersey Administrative Code (NJAC) 7:9A and 7:9D Standards.

Soil logs will be prepared for each primary SPT boring, with soil classification performed per the Modified Burmister System, Unified Soil Classification System (USCS), and the United States Department of Agriculture (USDA) Soil Classification System. Selected soil samples will be tested for permeability, soil classification (grain size analysis and Atterberg limits), and acid-producing potential. The permeability tests will be conducted on the most hydraulically restrictive horizon/substratum above the SHWT but located below the lowest elevation of the BMP. The acid-producing potential testing will be performed to verify if special measures should be taken in handling excavated soils.

VI. Deliverables

1. 3D topography file of the complete survey.
 - a) File name – topo3D-“description”.dgn
2. DTM
3. A copy of any written field notes.
4. A traverse or “traverse.dgn” file that will contain the survey control points along with any traverse that was created for the project.
5. A chart of the points with coordinates, elevations, and descriptions will be inserted into the traverse file.
 - a) The points that will be used as Bench Marks for construction will be identified in the chart.
6. The Survey Control Report.
7. A Geotechnical Engineering Report containing the following, but not limited to:
 - a) Project location map
 - b) Boring location plan
 - c) SPT boring logs including information such as:
 - i. Location (northing, casting, latitude, and longitude) of the boring
 - ii. Surface elevation of the boring
 - iii. Boring depth
 - iv. The exploration date
 - v. Soil descriptions with depth
 - vi. Bottom elevation of the proposed BMP



- vii. Depth and elevation of performed permeability testing
 - viii. Depth and elevation of restrictive soil layers, if encountered
 - ix. Depth and elevation of mottles, if encountered
 - x. Depth and elevation of the groundwater table/SHWT, if encountered
 - xi. The background and mottle colors using the Munsell system of classification for hue, value, and chroma
 - xii. The appropriate textural classification as shown on the USDA textural triangle
 - xiii. The abundance, size, and contrast of mottles, if encountered
 - xiv. The soil structure and consistency using standard USDA classification terminology
- d) Laboratory testing results

SRTS Little Egg Harbor Twp Project Costs

ACTIVITY I.D.	TASK DESCRIPTION		TOTAL													
	PROJ. MGR. PV	SENIOR ENGR PV	ENGINEER PIV	ENGINEER PIII	ENGINEER PII	CHIEF SURVEYOR	CHIEF PHOTOGR. TV	SR. PHOTOGR. ETIV	TECHNICIAN ETIII	TECHNICIAN ETII	CADD SPECIALIST FTII	SURVEY CREW (2)	SURVEY CREW (3)	SUE CREW (3)	TOTAL	COST
1	37	72	148	152	48	48					140	200	70		867	\$55,461.08
a	1		2		2										5	\$302.28
b	1		2		2								10		15	\$1,270.88
c	4		8	8	8	12						20	60		112	\$9,285.52
d	2		8		8							140			158	\$11,819.32
e	2	8		16							48				74	\$3,417.52
f	2		4		4							40			50	\$3,964.16
g	1	4	4		4					24					37	\$1,796.44
h	1	4	4		4					24					33	\$1,579.92
i	2	16	8		8					40					66	\$3,368.00
j	1		8	16		8									33	\$1,723.48
k	4	16	16		8										44	\$2,768.72
2	16	24	84	112						4					240	\$13,164.84
a	4		4												8	\$536.44
b		15	24	72											112	\$5,834.48
c	4	4	12	24											64	\$3,589.44
d	8	4	24	15						4					56	\$3,204.48
	37	72	148	152	48	48				140	200	70		867	\$55,461.08	

SRTS Little Egg Harbor Twp Project Costs



TASK DESCRIPTION

	TRAVEL	REPRO.
1 Surveying	0.67 300	\$201.00
2 Geotechnical	0.67 300	\$200.00
SUBTOTAL	\$402.00	\$200.00

SPT Drilling	Units	Estimated Quantity	Unit Cost (\$)	Extension (\$)
Mobilization/ Demobilization	Each	1	\$1,000.00	\$1,000.00
Daily Rig Rate	Each	6	\$2,000.00	\$12,000.00
PVC Pipe	LS	1	\$100.00	\$100.00
TOTAL				\$13,100.00

Lab Tests	Units	Estimated Quantity	Unit Cost (\$)	Extension (\$)
Soil Classification per USCS	Each	54	\$125.00	\$6,750.00
Permeability	Each	32	\$280.00	\$8,960.00
Acid-Producing Potential	Each	24	\$50.00	\$1,200.00
TOTAL				\$16,910.00

CLASSIFICATION	2024 RATE	Approved RATE	MANHOURS	SALARY
PROJ. MGR - PM	\$74.20	\$74.20	37	\$2,745.40
SR. ENG. - PV	\$67.52	\$67.52	72	\$4,861.44
ENGINEER - PIV	\$59.91	\$59.91	148	\$8,866.68
ENGINEER - PIII	\$45.05	\$45.05	152	\$7,201.12
ENGINEER - PI	\$35.82	\$35.82	48	\$2,998.24
CHIEF SURVEYOR - PV	\$54.13	\$54.13	48	\$2,998.24
CHIEF PHOTOGRA.-ETV	\$54.00	\$54.00		
SR PHOTOGRA.-ETV	\$44.50	\$44.50		
TECHNICIAN -ETIII	\$38.17	\$38.17		
TECHNICIAN -ETII	\$28.25	\$28.25		
CADD SPECIALIST -ETII	\$41.50	\$41.50	140	\$5,810.00
SURVEY CREW 2	\$83.96	\$83.96	200	\$16,792.00
SURVEY CREW 3	\$95.85	\$95.85	70	\$6,709.50
SUE CREW 3	\$102.33	\$102.33		
TOTAL			867	\$55,461.08

Total Salary- \$55,461.08
 Overhead (131.69%) \$73,035.76
 Fixed Fee = A * (DL) A= 0.225 \$12,478.74
SUBTOTAL \$140,975.52

Direct Expenses
 Travel by personal car \$67/mile \$402.00
 Reproductions, printing, overnight mail, etc. \$200.00
 SWM drilling cost \$13,100.00
 SWM soil laboratory testing \$16,910.00
 WPT for SWM investigation \$6,000.00

SUBTOTAL DIRECT EXPENSES	\$36,612.00
GRAND TOTAL	\$177,588.52

FIXED FEE CALCULATION

PROJECT: SRTS Little Egg Harbor Township
CONSULTANT: KMA Consulting Engineers, Inc.
AGREEMENT OR CAM NO.

PREPARED BY: KAA/HD
DATE: 2/7/2024

EVALUATE PROJECT SPECIFICS:

Directions:

*Prime Consultant will use Total Project Design Cost (or Task Order Design Cost) for the SIZE criteria
 Each Subconsultant will assign points for SIZE, COMPLEXITY, DURATION, & DEGREE OF RISK
 based on its specific project tasks.*

SPECIFICS	CRITERIA	POINTS	RATING
SIZE:	<i>SMALL</i> - Total Fee (Project Design Cost) < \$1,250,000	15	15
	<i>LARGE</i> - Total Fee (Project Design Cost) > \$1,250,000	20	
COMPLEXITY:	<i>SIMPLE</i> - Limited Scope of Work; Deck Patching, Resurfacing, Restoration, Inspection, Concept Development Services	10	15
	<i>STANDARD</i> - Moderate Scope; Rehabilitation, New, or Reconstruction	15	
	<i>COMPLEX</i> - Multi-disciplined, Highly Specialized, or Major Unusual	20	
DURATION:	<i>STANDARD</i> - Appropriate Schedule	15	15
	<i>AGGRESSIVE</i> - Designers Schedule Reduced > 10 %	20	
DEGREE OF RISK:	<i>LEVEL 1</i> - Low Risk of Claims; Studies, Surveys, Landscape, Inspections	20	30
	<i>LEVEL 2</i> - Average Risk of Claims; Standard Complexity or Level 1 with High Public Exposure	30	
	<i>LEVEL 3</i> - High Risk of Claims; Hazardous, Experimental, or Bonus/Penalty Clauses	40	
TOTAL RATING =			75

CALCULATE FEE:

PROJECT SPECIFICS FACTOR (Total Rating /100) =	0.75
FEE FACTOR (Project Specifics Factor x 0.30) =	0.225
DIRECT LABOR COSTS	\$ 55,461.08
TOTAL FEE (Direct Labor Costs x Fee Factor) =	\$ 12,479

IV. Price Proposal

Safe Routes to School Design Assistance Program
Township of Little Egg Harbor, Ocean County, NJ
Sidewalk Safety Improvements to Nugentown Road, Giffordtown Lane and Stage Road
Preliminary Engineering, Final Design and Construction Engineering Services Price Proposal



A)	Preliminary Engineering	\$425,094.78
B)	Final Design	\$199,027.27
C)	Construction Engineering Services	\$131,409.41
GRAND TOTAL		\$755,531.46

Safe Routes to School Design Assistance Program
Township of Little Egg Harbor, Ocean County, NJ

Sidewalk Safety Improvements to Nugentown Road, Giffordtown Lane and Stage Road
Preliminary Engineering, Final Design and Construction Engineering Services Price Proposal

ACTIVITY I.D.	MCCORMICK TAYLOR												TOTAL	
	TASK DESCRIPTION	PRJ. MNGR. (P-VI)	SEN. ENGR. (P-V)	ENGINEER (P-III)	ASSOC. ENGR. (P-I)	SEN. PLAN. (P-IV)	PLANNER (P-II)	ASSOC. PLAN. (P-I)	SEN. DRAFT. (ET-V)	DRAFTER (ET-IV)	SEN. TECH. (ET-IV)	TECH. (ET-II)	HRS.	COST
A) Preliminary Engineering														
3000	1 Project Management	40	24										64	\$ 6,229.12
3005	2 Initiate Preliminary Engineering	4	8										12	\$ 1,055.40
3010	3 Prepare Control Survey Report	2	2										4	\$ 373.24
3020	4 Conduct Topographic Survey	2		8	8								18	\$ 1,080.14
3025	5 Prepare Base Maps	2		4	8								14	\$ 822.74
3030	6 Prepare Horizontal & Vertical Geometry													\$ -
	a. Develop Baselines	2	2	8	24								36	\$ 1,927.72
	b. Develop Preliminary Grading	2	2	16	24								44	\$ 2,442.52
	c. Existing Right-of-Way	2	2	8	24								36	\$ 1,927.72
	d. Curb Ramps	2	24	40	96								162	\$ 8,805.02
3035	7 Prepare Utility Base Plans	2	4	8	32								46	\$ 2,428.74
3045	8 Send Utility Verification Request Letter	2	4		16								22	\$ 1,220.82
3055	9 Update Base Plans & Identify Conflicts	2	4	16	16								38	\$ 2,250.42
3070	10 Prepare Preliminary Roadway Plans	4	24	60	40			60					188	\$ 10,655.08
3085	11 Prepare Preliminary Drainage Design	2	24	80	40								146	\$ 8,953.10
3090	12 Determine Traffic Engineering Facility Locations													\$ -
	a. Complete Lighting Design	4	16	40									60	\$ 4,247.24
	b. Prepare Traffic Signing and Striping Plans	2	8					16					26	\$ 1,575.34
3130	13 Update Preliminary Detour and Construction Staging Plans	2	8	16	24			16					66	\$ 3,644.62
3165	14 Perform Environmental Screening	2				16	16						34	\$ 2,332.70
3165	15 Review Environmental Screening	2				8	4						14	\$ 1,044.98
3165	16 Finalize Project Plan	4	8	16	20								48	\$ 2,951.40
3765	17 Conduct Ecology Study													\$ -
	a. Wetland Delineation	2				32	40	8					90	\$ 5,501.50
3865	18 Hold Public Information Center	4	16	24	24								84	\$ 4,795.72
3890	19 Prepare Certified Categorical Exclusion (CCE) Document	4	12			12	12						40	\$ 2,949.76
GRAND TOTAL		96	192	344	396	68	72	8	92	8	16	1,292	\$ 79,215.04	

Safe Routes to School Design Assistance Program
Township of Little Egg Harbor, Ocean County, NJ
Sidewalk Safety Improvements to Nugentown Road, Giffordtown Lane and Stage Road
Preliminary Engineering, Final Design and Construction Engineering Services Price Proposal

A) PRELIMINARY ENGINEERING PHASE		TASK DESCRIPTION	TRAVEL	REPRO.	OTHER
3000	1	Project Management	\$ 60		
3015	2	Initiate Preliminary Engineering	\$ 60		
3020	3	Prepare Control Survey Report			
3025	4	Conduct Topographic Survey			
3030	5	Prepare Base Maps	\$ 60		
3035	6	Prepare Horizontal & Vertical Geometry			
3045	7	Prepare Utility Base Plans			
3055	8	Send Utility Verification Request Letter			
3070	9	Update Base Plans & Identify Conflicts			
3080	10	Prepare Preliminary Roadway Plans			
3085	11	Conduct Subsurface Utility Engineering			
3090	12	Prepare Preliminary Drainage Design			
3130	13	Determine Traffic Engineering Facility Locations			
3165	14	Update Preliminary Detour and Construction Staging Plans			
3165	15	Finalize Project Plan			
3865	16	Finalize Project Plan			\$ 250
3890	17	Hold Public Information Center	\$ 60		
	18	Prepare Certified Categorical Exclusion (CCE) Document			
			TOTAL \$	240	\$ - \$ 250

CLASSIFICATION	APPROVED RATE	PROPOSED RATE	HOURS	SALARY
PROJ MGR P-VI	\$ 109.39	\$ 109.39	96	\$ 10,501.44
SEN ENG P-V	77.23	77.23	192	14,828.16
ENGR P-III	64.35	64.35	344	22,136.40
ASSOC ENG P-I	43.32	43.32	396	17,154.72
SEN PLAN P-IV	74.43	74.43	68	5,061.24
PLAN P-II	57.69	57.69	72	4,153.68
ASSOC PLAN P-I	32.24	32.24	8	257.92
SEN. DRAFT ET-V	46.17	46.17	92	4,247.64
DRAFT ET-IV	41.93	41.93	8	335.44
SEN TECH ET-IV	33.65	33.65	16	538.40
TECH ET-II	29.09	29.09	0	-
TOTAL			1,292	\$ 79,215.04

Total Salary \$ 79,215.04

Overhead (189.33%) 149,977.84

Fixed Fee (22.5% of direct labor) 17,823.38

Direct Expenses

Travel (by personal auto) 240.00

Reproductions & Printing -

Other (permits, postage) 250.00

TOTAL DIRECT EXPENSES 490.00

SUBTOTAL \$ 247,506.26

SUB-CONSULTANTS

KMA Consulting Engineers, Inc. \$ 177,588.52

TOTAL FEE ESTIMATE \$ 425,094.78

Safe Routes to School Design Assistance Program
Township of Little Egg Harbor, Ocean County, NJ

Sidewalk Safety Improvements to Nugentown Road, Giffordtown Lane and Stage Road
Preliminary Engineering, Final Design and Construction Engineering Services Price Proposal

ACTIVITY I.D.	McCormick Taylor												TOTAL								
	PRJ. MNGR. (P-VI)	SEN. ENGR. (P-V)	ENGINEER (P-III)	ASSOC. ENGR. (P-I)	SEN. PLAN. (P-IV)	PLANNER (P-II)	ASSOC. PLAN. (P-I)	SEN. DRAFT. (ET-V)	DRAFTER (ET-IV)	SEN. TECH. (ET-IV)	TECH. (ET-II)	HRS.	Hours	COST							
B) Final Design																					
1	40	24										64	\$ 6,229.12								
4010	2	4										6	\$ 527.70								
4090	2	4	12									18	\$ 1,299.90								
4210	2	2	12	40								96	\$ 4,725.04								
4220	2	8	12	40								102	\$ 5,188.42								
4230	2	4	16	40								62	\$ 3,290.10								
4240	4	8	16									44	\$ 2,823.72								
4270	8	36	60	80								224	\$ 12,828.80								
4275	1	4	12									17	\$ 1,190.51								
4280	1	24	16									41	\$ 2,992.51								
4285	1	4	16									21	\$ 1,447.91								
4290	4	8	16	16								44	\$ 2,778.12								
4310	8	24	40									96	\$ 6,410.72								
4410	2	2										20	\$ 1,271.08								
4430	2	2										12	\$ 822.16								
4585	1	1										6	\$ 411.08								
4795	4	4	16									32	\$ 2,045.28								
4830	2	8	16	8								42	\$ 2,808.22								
4840	4	8	16	16								44	\$ 2,778.12								
4850	1	1	1									6	\$ 429.26								
4875	2	8	8									18	\$ 1,351.42								
GRAND TOTAL												95	188	285	240	16	8	175	8	1,015	\$ 63,649.19

Safe Routes to School Design Assistance Program
 Township of Little Egg Harbor, Ocean County, NJ
Sidewalk Safety Improvements to Nugentown Road, Giffordtown Lane and Stage Road
 Preliminary Engineering, Final Design and Construction Engineering Services Price Proposal

B) FINAL DESIGN PHASE		TASK DESCRIPTION	TRAVEL	REPRO.	OTHER
ACTIVITY					
		Project Management	\$ 60		
4010	2	Initiate Final Design			
4090	3	Incorporate Utility Design in Contract Documents			
4110	4	Prepare Railroad 60 Percent Submission			
4115	5	Address Railroad 60 Percent Submission			
4120	6	Prepare Railroad 100 Percent Submission			
4125	7	Address Railroad 100 Percent Submission			
4210	8	Complete Horizontal & Vertical Geometry			
4220	9	Prepare Final Roadway Plans	\$ 60		
4230	10	Complete Lighting Design			
4240	11	Complete Traffic Signal, Signing and Striping Plans			
4275	12	Develop Construction Cost Estimate			
4280	13	Develop Specifications			
4285	14	Develop Construction Schedule			
4290	15	Prepare Final Design Submission Package			
4410	16	Prepare Soil Erosion and Sediment Control Report and Plans			
4430	17	Review Soil Erosion and Sediment Control Report and Plans			
4585	18	Complete Environmental Plans			
4795	19	Execute Final Design Public Involvement Action Plan	\$ 60		\$ 250
4830	20	Resolve Final Design Submission Comments			
4840	21	Submit PS&E Package			
4850	22	Certify Soil Erosion and Sediment Control	\$ 60		*
4875	23	Prepare Advertising Authorization Package	\$ 60		
TOTAL			\$ 300	\$ -	\$ 250

ANTICIPATED NON-PARTICIPATING EXPENSES					
ACTIVITY	TASK DESCRIPTION	TRAVEL	REPRO.	OTHER	
4850	Certify Soil Erosion and Sediment Control			\$ 2,170	
*Permit fees are non-participating. These costs will be paid directly by the LPA and are not included in the total cost.					

CLASSIFICATION	APPROVED RATE	PROPOSED RATE	HOURS	SALARY
PROJ MGR P-VI	\$ 109.39	\$ 109.39	95	\$ 10,392.05
SEN ENG P-V	77.23	77.23	188	14,519.24
ENGR P-III	64.35	64.35	285	18,339.75
ASSOC ENG P-I	43.32	43.32	240	10,396.80
SEN PLAN P-IV	74.43	74.43	16	1,190.88
PLAN P-II	57.69	57.69	8	461.52
ASSOC PLAN P-I	32.24	32.24	0	-
SEN. DRAFT ET-V	46.17	46.17	175	8,079.75
DRAFT ET-IV	41.93	41.93	0	-
SEN TECH ET-IV	33.65	33.65	8	269.20
TECH ET-II	29.09	29.09	0	-
TOTAL			1,015	\$ 63,649.19

Total Salary	\$ 63,649.19
Overhead (189.33%)	120,507.01
Fixed Fee (22.5% of direct labor)	14,321.07
Direct Expenses	
Travel (by personal auto)	300.00
Reproductions & Printing	-
Other (permits, postage)	250.00
TOTAL DIRECT EXPENSES	550.00
SUBTOTAL	\$ 199,027.27

SUB-CONSULTANTS	
No subconsultants this phase.	
TOTAL FEE ESTIMATE	\$ 199,027.27

ANTICIPATED NON-PARTICIPATING EXPENSES	
Certify Soil Erosion and Sediment Control	
	\$ 2,170.00

Safe Routes to School Design Assistance Program
Township of Little Egg Harbor, Ocean County, NJ

Sidewalk Safety Improvements to Nugentown Road, Giffordtown Lane and Stage Road
Preliminary Engineering, Final Design and Construction Engineering Services Price Proposal

ACTIVITY I.D.	TASK DESCRIPTION	McCormick Taylor										TOTAL			
		PRJ. MNGR. (P-VI)	SEN. ENGR. (P-V)	ENGINEER (P-III)	ASSOC. ENGR. (P-I)	SEN. PLAN. (P-IV)	PLANNER (P-II)	ASSOC. PLAN. (P-I)	SEN. DRAFT. (ET-V)	DRAFTER (ET-IV)	SEN. TECH. (ET-IV)	TECH. (ET-II)	Hours	COST	
	C) Construction Engineering Services														
	1 Project Management	8	16											24	\$ 2,110.80
5030	2 Prepare Bids	16	16	32										64	5,045.12
5080	3 Hold Pre-Construction Meeting	4	8											12	1,055.40
	4 Field Visit/Meetings	24	80	24										128	10,348.16
	5 Telephone Consultation	8	16											24	2,110.80
5120	6 Prepare Working Drawings	8	40	60										108	7,825.32
	7 Respond to Request for Information (RFI)	4	24	40										68	4,865.08
	8 Miscellaneous Change of Plans/Field Revisions	8	16	24						16				64	4,393.92
	9 Prepare As-Built Plans	2	4		24									54	2,675.46
5170	10 Final Acceptance	4	8	8										20	1,570.20
	GRAND TOTAL	86	228	188	24					40			566	\$ 42,000.26	

Safe Routes to School Design Assistance Program
 Township of Little Egg Harbor, Ocean County, NJ
 Sidewalk Safety Improvements to Nugentown Road, Giffordtown Lane and Stage Road
 Preliminary Engineering, Final Design and Construction Engineering Services Price Proposal

B) CONSTRUCTION ENGINEERING SERVICES PHASE		TASK DESCRIPTION	TRAVEL	REPRO.	OTHER
ACTIVITY					
1	5030	Project Management			
2		Prepare Bids			
3	5080	Hold Pre-Construction Meeting	\$ 60		
4		Field Visit/Meetings	\$ 320		
5		Telephone Consultation			
6	5120	Prepare Working Drawings			
7		Respond to Request for Information (RFI)			
8		Miscellaneous Change of Plans/Field Revisions			
9		Prepare As-Built Plans	\$ 60		
10	5170	Final Acceptance			
TOTAL			\$ 440	\$ -	\$ -

ANTICIPATED NON-PARTICIPATING EXPENSES		TASK DESCRIPTION	TRAVEL	REPRO.	PERMITS
ACTIVITY					
		NJPDES Category 5G3 Construction Activity Stormwater General Permit			\$ 450

*Permit fees are non participating. These costs will be paid directly by the LPA and are not included in the total cost.

CLASSIFICATION	APPROVED RATE	PROPOSED RATE	HOURS	SALARY
PROJ MIGR P-VI	\$ 109.39	\$ 109.39	86	\$ 9,407.54
SEN ENG P-V	77.23	77.23	228	17,608.44
ENGR P-III	64.35	64.35	188	12,097.80
ASSOC ENG P-I	43.32	43.32	24	1,039.68
SEN PLAN P-IV	74.43	74.43	0	-
PLAN P-II	57.69	57.69	0	-
ASSOC PLAN P-I	32.24	32.24	0	-
SEN. DRAFT ET-V	46.17	46.17	40	1,845.80
DRAFT ET-IV	41.93	41.93	0	-
SEN TECH ET-IV	33.65	33.65	0	-
TECH ET-II	29.09	29.09	0	-
TOTAL			566	\$ 42,000.26

Total Salary \$ 42,000.26

Overhead (189.33%) 79,519.09

Fixed Fee (22.5% of direct labor) 9,450.06

Direct Expenses

Travel (by personal auto) 440.00

Reproductions & Printing -

Other (postage) -

TOTAL DIRECT EXPENSES 440.00

SUBTOTAL \$ 131,409.41

SUB-CONSULTANTS

No subconsultants this phase.

TOTAL FEE ESTIMATE \$ 131,409.41

ANTICIPATED NON-PARTICIPATING EXPENSES

NJPDES Category 5G3 Construction Activity Stormwater GP \$ 450.00

FIXED FEE CALCULATION

PROJECT: SRTS 2022 Little Egg Harbor
 CONSULTANT: McCormick Taylor, Inc.
 AGREEMENT OR CAM NO.:
 PREPARED BY: Vittorio Anepete
 DATE: 12/29/2023

EVALUATE PROJECT SPECIFICS:

Directions:
 Prime Consultant will use Total Project Design Cost (or Task Order Design Cost) for the SIZE criteria
 Each Subconsultant will assign points for SIZE, COMPLEXITY, DURATION, & DEGREE OF RISK based on its specific project tasks.

SPECIFICS	CRITERIA	POINTS	RATING
SIZE:	SMALL - Total Fee (Project Design Cost) < \$1,250,000	15	15
	LARGE - Total Fee (Project Design Cost) > \$1,250,000	20	
COMPLEXITY:	SIMPLE - Limited Scope of Work; Deck Patching, Resurfacing, Restoration, Inspection, Concept Development Services	10	15
	STANDARD - Moderate Scope; Rehabilitation, New, or Reconstruction	15	
	COMPLEX - Multi-disciplined, Highly Specialized, or Major Unusual	20	
DURATION:	STANDARD - Appropriate Schedule	15	15
	AGGRESSIVE - Designers Schedule Reduced > 10 %	20	
DEGREE OF RISK:	LEVEL 1 - Low Risk of Claims; Studies, Surveys, Landscape, Inspections	20	30
	LEVEL 2 - Average Risk of Claims; Standard Complexity or Level 1 with High Public Exposure	30	
	LEVEL 3 - High Risk of Claims; Hazardous, Experimental, or Bonus/Penalty Clauses	40	
TOTAL RATING =			75

CALCULATE FEE:

PROJECT SPECIFICS FACTOR (Total Rating /100) = 0.75
 FEE FACTOR (Project Specifics Factor x 0.30) = 0.225
 DIRECT LABOR COSTS \$ 184,864.49
TOTAL FEE (Direct Labor Costs x Fee Factor) = 41,594.51

VERIFY THAT FEE FALLS WITHIN RANGE OF 6% TO 15%:

CONSULTANT'S INTERIM OVERHEAD RATE (%) = 189.33%
 OVERHEAD (Labor x Overhead Rate) = \$ 350,003.93
 FIXED FEE RANGE [Fee/(Labor + Overhead)] = 7.6%



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

SHEILA Y. OLIVER
Lt. Governor

June 20, 2023

Mr. Randy S. Newman
Senior Advisor, Finance and Accounting
McCormick Taylor
1818 Market Street, 16th Floor
Philadelphia, PA 19103

Dear Mr. Newman:

Based on our review of McCormick Taylor's submitted Statement of Indirect Cost Rate for the year ended December 31, 2022, we have determined overhead rates of 143.19 percent should be used for construction inspection projects, 189.33 percent should be used for all other projects for funding purposes on future contracts with the Department. Additionally, in accordance with current Department policy, if FCCM is specifically identified in the cost proposals relating to the contract under which the cost is to be claimed, the audited FCCM rate of 0.08 percent should be used for construction inspection projects and 0.29 percent should be used for all other projects.

The combined rate of 186.27 percent and FCCM rate of 0.27 percent should be used for additional work modifications for contracts entered into prior to your firm selecting to use split rates or the time split rates were required on all new contracts and extra work modifications.

In addition, the overhead rates proposed on this overhead letter expire on July 1, 2024.

These rates are subject to audit verification. Our acceptance of these rates does not extend beyond contracts with the New Jersey Department of Transportation. Any other entity contracting with the firm is responsible for determining the acceptability of the overhead statement.

If you have any questions, feel free to contact Jacob Ferris at Jacob.Ferris@dot.nj.gov.

Sincerely,
Richard Temmer
Richard Temmer
Manager, Bureau of External Audit

Special Terms & Conditions

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



[REDACTED]

4. Plans and Specifications

4.1 Subrecipient shall prepare, or have prepared, if required by the State, environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the NJDOT Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design of traffic barriers and drainage systems shall conform to the NJDOT and the current version

**APPENDIX A****NONDISCRIMINATION**

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

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

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



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



APPENDIX B

CERTIFICATION OF SUBRECIPIENT

In executing the Agreement the SUBRECIPIENT'S signatory certifies on behalf of the SUBRECIPIENT that neither he, nor any other officer, agent or employee of the SUBRECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for him or the SUBRECIPIENT) to solicit or secure this Agreement.
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for him or the SUBRECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

The Subrecipient shall expressly state any exceptions in a disclosure letter to the STATE which shall accompany the Agreement after execution by the SUBRECIPIENT on submission to the Commissioner or his designee for execution.

The SUBRECIPIENT acknowledges that this certificate furnished to the STATE and which may be furnished to the U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.



APPENDIX C

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

In executing the Agreement the STATE'S signatory certifies that to the best of his knowledge, the SUBRECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

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



APPENDIX D

NJDOT CODE OF ETHICS FOR VENDORS

1. No vendor* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the SUBRECIPIENT in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

NOTE: This section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.
7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

Adopted on the 16th day of December, 1987

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



APPENDIX E

CERTIFICATION OF SUBRECIPIENT ELIGIBILITY

I _____ hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, Project director, manager, auditor, or any position involving the administration of State funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

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

Attest: SUBRECIPIENT

Name/Title

Name/Title

Date: _____



APPENDIX F

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities.

The SUBRECIPIENT and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the SUBRECIPIENT agrees that the performance shall be in strict compliance with the Act. In the event that the SUBRECIPIENT, its agents, servants, employees, or sub consultants violate or are alleged to have violated the Act during the performance of this contract, the SUBRECIPIENT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The SUBRECIPIENT shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The SUBRECIPIENT shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith.

In any and all complaints brought pursuant to the STATE'S grievance procedure, the SUBRECIPIENT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the SUBRECIPIENT shall satisfy and discharge the same at its own expense.

The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the SUBRECIPIENT along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the SUBRECIPIENT every demand, complaint, notice, summons, pleading, or other process received by the STATE or its representatives.

It is expressly agreed and understood that any approval by the STATE of the services provided by the SUBRECIPIENT pursuant to this contract will not relieve the SUBRECIPIENT of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the STATE pursuant to this paragraph.

It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the SUBRECIPIENT, its agents, servants, employees and sub consultants for any claim which may arise out of their performance of this Agreement. Furthermore, the SUBRECIPIENT expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the SUBRECIPIENT'S obligations assumed in this Agreement, nor shall they be construed to relieve the SUBRECIPIENT from any liability, nor preclude the STATE from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.



February 29, 2024

New Jersey Department of Transportation
Division Office Local Aid and Economic Development
1035 Parkway Avenue, CN 600
Trenton, NJ 08625

ATTENTION: Taimur Shamali, PE
NJDOT – Division Office Local Aid and Economic Development

REFERENCE: 2022 Safe Routes to School Design Assistance Program
Sidewalk Safety Improvements to Nugentown Road, Giffordtown Lane and Stage Road
Pinelands Regional Junior High School
Township of Little Egg Harbor, Ocean County, NJ

SUBJECT: Preliminary/Final Design & Construction Engineering Services
Technical and Price Proposal

Mr. Shamali,

Enclosed please find our Technical and Price Proposal for the Preliminary/Final Design & Construction Engineering Services for this project.

If you have any questions or concerns about this proposal, please do not hesitate to contact me (856)-793-0800.

Very Truly Yours,
McCormick Taylor, Inc.

A handwritten signature in black ink, appearing to read "V. Anepete".

Vittorio Anepete, PE
Project Manager

Enclosures: As Stated

cc: Nicole Todd, NJDOT Local Aid Division Office
Deven Patel, NJDOT Local Aid Division Office
Rodney Haines, Little Egg Harbor Township
Anthony DiMaggio, McCormick Taylor

**2022 SAFE ROUTES TO SCHOOL
DESIGN ASSISTANCE PROGRAM**

**SIDEWALK SAFETY IMPROVEMENTS TO NUGENTOWN ROAD,
GIFFORDTOWN LANE AND STAGE ROAD
TOWNSHIP OF LITTLE EGG HARBOR, OCEAN COUNTY, NJ**

***Technical and Price Proposal
for
Preliminary/Final Design &
Construction Engineering Services***

Prepared For:



New Jersey Department of Transportation
Division of Local Aid and Economic Development
1035 Parkway Avenue, CN 600
Trenton NJ 08625

Prepared By:



McCormick Taylor, Inc.
700 East Gate Drive, Suite 201
Mt. Laurel, NJ 08054

February 29, 2024

**TECHNICAL AND PRICE PROPOSAL
FOR
PRELIMINARY/FINAL DESIGN &
CONSTRUCTION ENGINEERING SERVICES**

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III. Sub-Consultants Scope and Price

KMA Consulting Engineers, Inc

IV. Price Proposal

I. Project Description

The Township of Little Egg Harbor received a grant under the 2022 Safe Routes to School Program centered around Pinelands Regional Junior High School. Little Egg Harbor will serve as the Local Public Agency (LPA). They have decided to utilize NJDOT's Design Assistance Program and have selected McCormick Taylor as the Design Assistance Engineer.

A School Travel Plan for the Pinelands Regional Junior High School was prepared by Greater Mercer TMA in August 2018. The Travel Plan identified several infrastructure improvements that could be constructed. (See Figure 1). The purpose of the project is to implement these recommendations to increase the walkability and safety of students walking and biking to the campus.

Pinelands Regional Junior High School is located in Little Egg Harbor (Ocean County), NJ. Pineland Regional Junior High School serves students from four sending districts: Bass River, Eagleswood, Little Egg Harbor and Tuckerton. Pinelands Regional Junior High School is located on Nugentown Road directly across from Pinelands High School and the Pinelands Alternative School. Giffordtown Lane, a major connection between Nugentown Road and Route 9 has a pedestrian-level speed of 30mph. However, narrow shoulders and lack of sidewalks create a walking and cycling challenge. As part of the School Travel Plan, a walkability audit with school staff, planners, and engineers, was conducted and recommendations for the Safe Routes to School grant were compiled.

The proposed improvements are shown in Figure 1 and include concrete sidewalks, 37 proposed ADA curb ramps, high visibility crosswalks and two safe speed radar signs.

Through the Design Assistance Program, McCormick Taylor will prepare the design plans, specifications, and cost estimates to advance this project to construction. We will remain on the team during construction to support the construction inspection staff and contractor with any design questions.

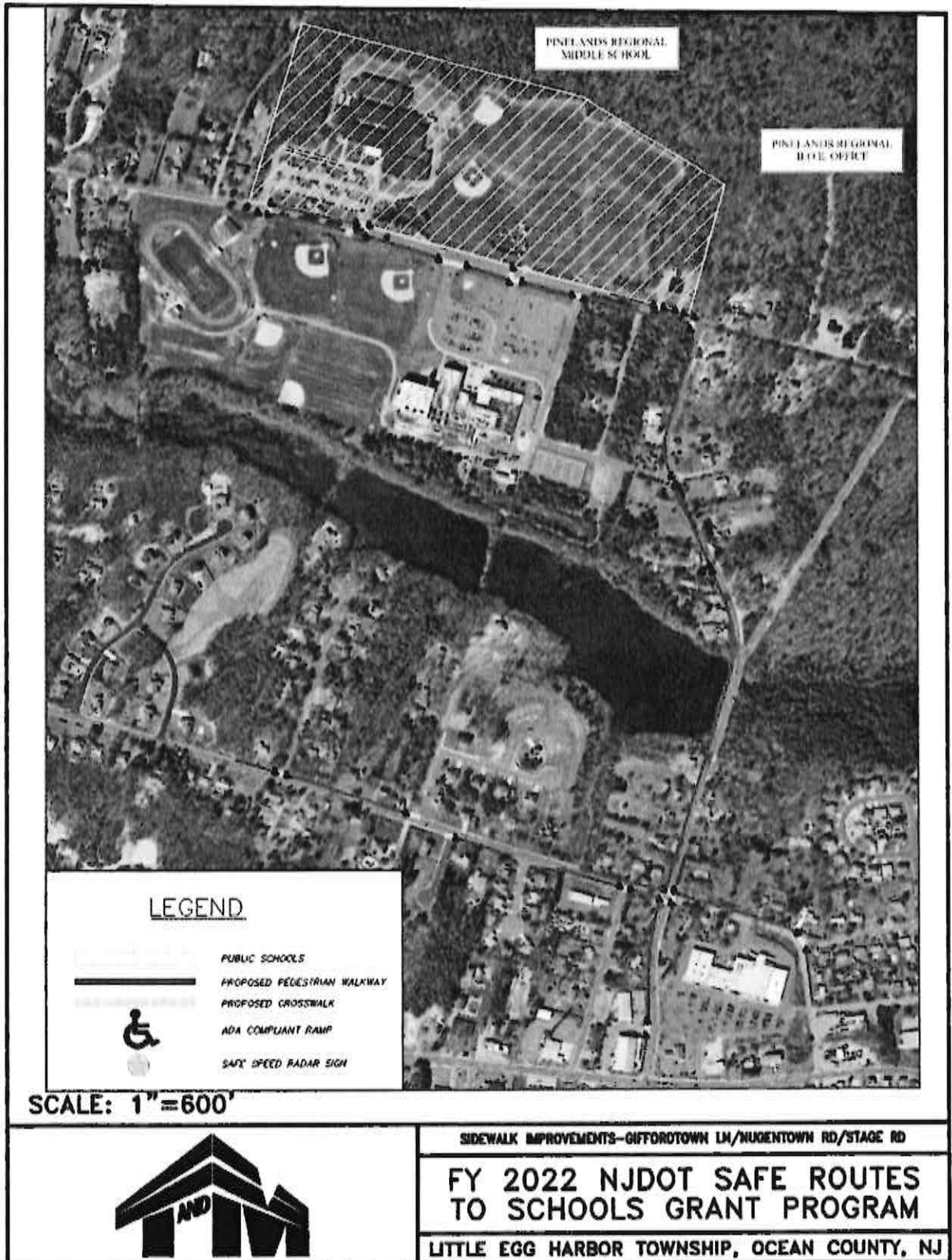


Figure 1. Project Location Map from the SRTS Grant Application

II. Scope of Services

A. Preliminary Engineering Phase

1. Project Management

The primary point of contact for the Department's Project Manager will be McCormick Taylor's Project Manager. He will be responsible for coordinating with NJDOT Local Aid, NJDOT BEPR, Little Egg Harbor Township, project sub-consultants, and the McCormick Taylor Team. McCormick Taylor's Project Manager will be responsible for the following:

- Project scheduling
- Monitoring progress of the project and each task
- Providing monthly progress reports
- Reviewing invoices

2. Initiate Preliminary Engineering (3000)

McCormick Taylor will review the approved Grant documents and attend a virtual kickoff meeting with NJDOT Local Aid and Little Egg Harbor Township to discuss the project and any changes that may have occurred since the Grant approval. The agenda will include the design decisions and tasks included in the combined Preliminary Engineering (PE) and Final Design (FD) scope of work. McCormick Taylor will prepare the Meeting Minutes documenting the kickoff meeting.

3. Prepare Control Survey Report (3015)

This task will be conducted by McCormick Taylor's subconsultant, KMA Consulting Engineers, Inc., who will establish the primary control network and prepare the Survey Control Report.

Deliverables:

- Control Survey Report

4. Conduct Topographic Survey (3020)

This task will be conducted by McCormick Taylor's subconsultant, KMA Consulting Engineers, Inc. KMA will perform mapping and ground survey to obtain topographic features. Detailed ground survey will be performed for grading of sidewalk and ADA Curb Ramps.

5. Prepare Base Maps (3025)

This task will be conducted by McCormick Taylor's subconsultant KMA Consulting Engineers, Inc. KMA will prepare base maps that depict in detail the existing topography within the project limits. KMA will generate the Digital Terrain Model (DTM) and supplement the data with additional ground survey as needed.

Deliverables:

- Base mapping and DTM with survey data.

6. Prepare Horizontal/Vertical Geometry (3030)

a. Develop Baseline

McCormick Taylor will develop a proposed construction baseline based on the nature of the improvements. This designed geometry information will be added to the construction plans.

b. Develop Preliminary Grading

McCormick Taylor will develop Typical Sections to depict the existing and proposed roadway design elements such as lanes, shoulders, and border widths and cross slopes. Roadside details such as berm, curb and sidewalk locations will be developed. Sidewalk and driveway slopes will be evaluated to determine the limit grading and potential environmental and right of way impacts.

c. Establish Existing Right-of-Way (ROW)

McCormick Taylor will develop the existing ROW lines using available as-built plans, existing ROW plans, and Tax Maps. Proposed ROW coordination and plans are not included in this scope of work. It is anticipated that Little Egg Harbor Township will coordinate with all property owners to obtain any required Right of Entry Forms or other approvals for any temporary access or mitigation work outside of the existing ROW.

If ROW acquisition is required to comply with stormwater management criteria, this work will be added to the Final Design scope of work. Right of Way acquisition is non-participating. Any fee takes would be the responsibility of the LPA.

d. Curb Ramps

McCormick Taylor will also develop ADA compliant ramp designs using the survey obtained by KMA. Where the grant calls for updated crosswalk striping, the existing curb ramps serving those crosswalks will be evaluated for compliance and replaced if necessary. It is anticipated that 44 proposed ramps will be designed. Preliminary layout and grading will be performed during Preliminary Engineering. The ramps will be detailed out during Final Design as Curb Ramp Layout Details in accordance with NJDOT Sample Plans.

7. Prepare Utility Base Plans (3035)

McCormick Taylor will prepare utility base plans from field survey data to show existing surface features, underground and aerial utility facilities for verification by the respective utility companies. Utility work is expected to be limited to resetting of utility valve boxes and manholes. Sidewalk locations will be designed to accommodate utility poles that are expected to remain.

8. Send Utility Verification Request Letter (3045)

McCormick Taylor will identify the utility companies and contact person for the utilities operating within the project limits. McCormick Taylor will submit the Utility Verification Request Letter and utility base plans to each of the utility companies expected to operate within the project area to identify their existing facilities on the utility base plans. Letters will be transmitted via email.

The following companies are expected to operate within Little Egg Harbor Township

- Little Egg Harbor Municipal Utilities Authority
- Ocean County Utilities Authority
- Atlantic City Electric

- New Jersey Natural Gas
- Comcast
- Verizon
- AT&T

The following tasks will be performed by McCormick Taylor:

- Prepare Utility Verification Request Letter to utility owners.
- Transmit base plans to utility owners.
- Provide copy of all utility verification request letter transmittals to NJDOT Local Aid.
- Utility Owners will verify their information and return plans to MT.

9. Update Base Plans & Identify Conflicts (3055)

McCormick Taylor will incorporate the utility company comments onto the utility base plans. McCormick Taylor will identify potential utility conflicts between existing utility facilities and proposed design. It is assumed conflicts will be limited to valve and manhole resets that will be performed by the State's contractor. Additional utility coordination, UECA or Master Agreements, Utility Owner Design Authorization Checklists and Utility Agreement Plans are not included in this scope of work.

10. Prepare Preliminary Roadway Plans (3070)

McCormick Taylor will prepare the preliminary proposed improvements in conformance with the following manuals and standards:

- New Jersey Department of Transportation (NJDOT) Roadway Design Manual
- New Jersey Department of Transportation (NJDOT) Complete Streets Design Manual
- AASHTO Policy on Geometric Design of Highway and Streets
- AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities
- AASHTO Guide for the Development of Bicycle Facilities
- Manual on Uniform Traffic Control Devices for Streets and Highways.

McCormick Taylor will perform a field edit of existing conditions to confirm the accuracy of the prepared plans. McCormick Taylor will prepare the roadway quantity calculations. The preliminary roadway plans will include the following anticipated plan sheets to make a complete preliminary roadway plan package:

- Key Sheet (1 sheet)
- Estimate – Distribution of Quantities Sheet (1 sheet)
- Typical Sections (2 sheets)
- Plan Sheet Index (1 sheet)
- Construction Legend (1 sheet)
- Construction Plans (12 sheets)
- Soil Erosion/Environmental Plans (6 Sheet)

11. Prepare Preliminary Drainage Design (3085)

McCormick Taylor will perform preliminary H&H analysis and drainage design for a proposed 12-foot-wide pervious paved trail with one-foot-deep stone wrapped with geotextile runoff storage areas. The preliminary drainage design will account for anticipated compliance under the NJDEP Stormwater Management Rules (NJAC 7:8). This task will include appropriate drainage area mapping, assessment of soil characteristics, identification of any utility conflicts, and recommendations for stormwater

management BMPs, such as pervious trail and vegetated swales/rain gardens for runoff quantity control and recharge.

A brief Preliminary Drainage/Stormwater Management Report will be prepared to support the PE design and CED. The electronic report will be submitted to Little Egg Harbor Township and NJDOT Local Aid for review. McCormick Taylor will address any comments and produce the requisite number of electronic and hard copies.

12. Determine Traffic Engineering Facility Locations (3090)

a. Complete Lighting Design

McCormick Taylor will evaluate the existing lighting at the proposed crosswalks using Visual software to determine if the lighting meets current NJDOT design standards. If lighting upgrades are needed, McCormick Taylor will prepare a conceptual layout for the proposed lighting design. McCormick Taylor will utilize locations of existing utility poles, if feasible, to lay out the preliminary lighting design.

b. Prepare Traffic Signing and Striping Plans

McCormick Taylor will perform an inventory of all the regulatory and warning signs within the project limits. McCormick Taylor will check to ensure the signing is compliant with the MUTCD. McCormick Taylor will prepare preliminary Traffic Signing and Striping (TSS) Plans for the project crosswalks and intersections.

13. Update Preliminary Detour and Construction Staging Plans (3130)

McCormick Taylor will develop and refine the project staging that is required. This includes design and layout of shifts to the degree needed to identify project impacts. McCormick Taylor will prepare the construction sequence narrative and a preliminary construction schedule, which will include the construction duration. No detour of local roads or private driveways are anticipated for traffic control.

14. Finalize Project Plan (3165)

McCormick Taylor will attend Core Group meetings to present the preliminary roadway plans that will become the Approved Project Plan. Two virtual (2) meetings are anticipated during Preliminary Engineering to gather input from Stakeholders. McCormick Taylor will assist NJDOT Local Aid and Little Egg Harbor Township in developing the Core Group and scheduling the meetings.

To finalize the project plan, McCormick Taylor will:

- Prepare the Project Plan for the Core Group Meeting.
- Present the Project Plan to the Core Group.
- Address the Core Group Meeting comments.
- Revise the Project Plan based on comments obtained from the Core Group.

15. Perform Environmental Screening (2135)

To aid in identification of any environmental issues that may impact the project, McCormick Taylor will prepare an Environmental Screening Report (ESR) for the project. The ESR will identify and document environmental constraints within the project limits including wetlands, parklands, cultural resources, threatened and endangered species, hazardous waste, socio economic, air/noise and anticipated permits. Once complete, McCormick Taylor will submit the ESR to NJDOT for review.

Deliverables:

- *Preliminary Environmental Screening Report (electronic)*

16. Review Environmental Screening (2140)

Once the ESR is reviewed by NJDOT, McCormick Taylor will address all comments identified during the review. A final ESR will be submitted to NJDOT once all comments have been addressed.

Deliverables:

- *Final Environmental Screening Report (electronic)*

17. Conduct Ecology Study (3765)

To support the CED and potential future permits, McCormick Taylor will conduct a variety of ecological research, fieldwork, and agency coordination to determine existing conditions and potential impacts and mitigation requirements to natural resources in the project study area.

a. Wetland Delineation

Wetlands and blue lined streams are shown within the project area on NJDFEP Geoweb. McCormick Taylor will perform a wetland delineation to identify the limits of all features within 150 feet of the limits of disturbance. McCormick Taylor will conduct the wetland delineation in accordance with the 1989 Federal Manual.

Background research and mapping review will be conducted prior to initiating field investigations. Reviews will include relevant project reports and GIS materials, NWI mapping, NJDEP Freshwater and Coastal Wetlands mapping, USEPA Priority Wetlands mapping, Burlington County Soil Surveys/SSURGO/NTCHS information, and USGS topographic mapping.

All wetlands will be identified utilizing the three-parameter approach (hydrology, vegetation, soils); and the Routine Onsite Determination Method, Plant Community Assessment Procedure will be employed. Upland/wetland boundaries of all identified wetland areas, and all soil boring locations, will be sequentially demarcated with survey flags and/or ribbon in the field. All wetlands will be classified in accordance with the Classification of Wetlands and Deepwater Habitats of the United States: New Jersey (USFWS, 1988). Soil color descriptions will be made with the Munsell Soil Color Charts (Gretag Macbeth 2000). Datasheets will be prepared to document each investigated area with respect to site conditions, hydrology, vegetation, soils, and justification of wetland/non-wetland determination.

Our subconsultant, KMA, will survey the delineated wetland lines, boring holes, and top-of-bank (for riparian zone purposes), which will be incorporated onto a Wetland Delineation Plan. The plan will include all relevant regulatory lines including Ordinary High-Water Mark, FHA/floodplain lines, wetland transition area limits, and top-of-bank.

A Wetland Delineation Report will be prepared to document all of the above. The draft report will be submitted electronically to the NJDOT for review. McCormick Taylor will address any comments received and resubmit the final report in electronic format.

McCormick Taylor assumes two site visits to conduct the wetland delineation fieldwork.

Deliverables:

- *Final Wetlands Delineation Report (electronic)*

18. Hold Public Information Center (3865)

McCormick Taylor will prepare for and attend one virtual (1) Public Information Center to present the Preliminary Engineering Design. Prior to the meeting, McCormick Taylor will request the certified mailing list of affected property owners. McCormick Taylor will prepare the display graphics or renderings for the meeting. The project team will solicit input from the public about the proposed project. McCormick Taylor will prepare a meeting summary within 5-7 business days and submit to NJDOT for review.

19. Prepare Certified Categorical Exclusion (CCE) Document (3890)

NJDOT will be the primary preparer of the CED Form. McCormick Taylor will assist by preparing Sections I and II of the CED form, which will be electronically forwarded to Little Egg Harbor Township and NJDOT Local Aid (who will provide to NJDOT BEPR).

Under this task, McCormick Taylor will also perform a site visit with BEPR to review the project area and discuss the scope. Based on our environmental screening below, we assume no additional technical environmental studies or coordination is required to obtain the approved CED.

To assist with this activity, McCormick Taylor will prepare a wetland delineation and a Threatened and Endangered Species Assessment as the stormwater management BMP's will be constructed adjacent to wooded areas with potential tree removal. These tasks will be completed under Activity 2185 Perform Environmental Screening and Activity 3765 Conduct Ecology Study.

B. Final Design Phase

1. Project Management

The primary point of contact for the Department's Project Manager will be McCormick Taylor's Project Manager. He will be responsible for coordinating with NJDOT Local Aid, Little Egg Harbor Township, project sub-consultants, and the McCormick Taylor Team. McCormick Taylor's Project Manager will be responsible for the following:

- Project scheduling
- Monitoring progress of the project and each task
- Providing monthly progress reports
- Reviewing invoices
- Initiate and Update Design Communication Report

2. Initiate Final Design (4010)

McCormick Taylor will review the approved PE documents and any decisions or design changes that have occurred since PE closeout.

3. Incorporate Utility Design in Contract Documents (4090)

McCormick Taylor will show the final accommodations on the construction plans. Any revisions,

modifications or additions provided as a result of the utility owner review will be incorporated into the construction plans. In addition, McCormick Taylor will incorporate each utility company's specification into the special provisions.

4. Complete Horizontal/Vertical Geometry (4210)

McCormick Taylor will complete the horizontal and vertical geometry calculations. The geometry and grading will be added to the construction plans. ADA Detail sheets will be developed to show the layout and grading of ADA compliant curb ramps.

5. Prepare Final Roadway Plans (4220)

McCormick Taylor will update the preliminary roadway plans that were prepared in the Preliminary Engineering Phase to produce the final roadway plans. Traffic control plans will be prepared utilizing the NJDOT Standard Traffic Control Details.

McCormick Taylor will prepare the Roadway Quantity Calculations and any design decision will be updated in the Design Communication Report (DCR). The final roadway plans will include the following anticipated plan sheets to make a complete final roadway plan package:

- Key Sheet (1 sheet)
- Estimate – Distribution of Quantities Sheet (1 sheet)
- Typical Sections (2 sheets)
- Plan Sheet Index (1 sheet)
- Construction Legend (1 sheet)
- Construction Plans (12 sheets)
- Soil Erosion/Environmental Plans (6 sheets)
- ADA Curb Ramp Layout Details (15 sheets)
- Construction Details (4 sheets)
- Traffic Control and Staging Plans (4 sheets)

6. Complete Lighting Design (4230)

Utilizing the conceptual layout plans developed in Preliminary Engineering, McCormick Taylor will prepare the lighting design and a Lighting Design Report as per the NJDOT Roadway Design Manual and Sample Plans. The lighting design will be completed once crosswalks have been designed and finalized.

The final lighting design is expected to consist of utility pole mounted cobra head luminaires. We will coordinate with the electric utility to develop a work order for the installation of the proposed luminaires.

7. Complete Traffic Signal, Signing and Striping Plans (4240)

McCormick Taylor will prepare Traffic Signing and Striping plans for the intersections with proposed crosswalk improvements in accordance with the MUTCD, NJDOT Roadway Design Manual, and NJDOT Sample Plans.

This activity will also include layout and design of the proposed radar speed signs. These are anticipated to be solar powered. An electrical design for hardwired signs is not included in this scope of work.

8. Complete Drainage Design (4270)

McCormick Taylor will complete the drainage design according to the NJDOT Drainage Design Manual and the Quality Management Guidelines. This will include final revisions to drainage plans, as necessary, preparation of details and specifications for non-standard items, preparation of drainage item quantities, and an engineering cost estimate.

The Final Drainage/Stormwater Management Report will include all required information for compliance with the NJDEP Stormwater Management Rules, including H&H analysis under **Activity 4310**. The electronic Final Drainage/Stormwater Management Report will be submitted to Little Egg Harbor Township and NJDOT Local Aid for review and comment. McCormick Taylor will address any comments and produce the requisite number of electronic and hard copies.

McCormick Taylor will generate a Maintenance Manual for SWM facilities as per the requirement of the NJDEP and submitted to Little Egg Harbor township.

Certification of compliance with NJAC 7:8 will be performed by Little Egg Harbor Township.

9. Develop Construction Cost Estimate (4275)

Under this task, McCormick Taylor will develop the construction cost estimate. This includes computing quantities of work items and researching unit prices appropriate for this particular project. As part of the cost estimate, McCormick Taylor will identify and evaluate any special conditions specific to this project that could affect the unit price or total cost for a particular element of the construction. Such conditions include work area, utility impacts, material supply, and/or time restrictions.

McCormick Taylor will prepare the Construction Cost Estimate using AASHTOWare Project Cost Estimation System and utilizing the plans developed during final design activities. The Construction Cost Estimate is necessary to properly program construction funds for the project. McCormick Taylor will submit the Construction Cost Estimate to Little Egg Harbor Township and the NJDOT Local Aid Project Manager for review and comment.

Deliverables:

- Construction Cost Estimate

10. Develop Specifications (4280)

McCormick Taylor will develop the Special Provisions using the latest version of the NJDOT Standard Input and guidance provided by the latest Baseline Document Changes and Standard Specifications.

Deliverables:

- Project Special Provisions

11. Develop Construction Schedule (4285)

McCormick Taylor will create a construction schedule in accordance with the NJDOT Construction Scheduling Manual. The construction schedule will be established for a completion date that provides the shortest practical duration of construction to minimize the disruption of traffic and allows the contractor a reasonable amount of time to complete the project at a reasonable cost.

Deliverables:

- Construction Schedule

12. Prepare Final Design Submission Package (4290)

McCormick Taylor will prepare a complete Final Design Submission Package (FD) upon completion of the final Roadway Plans, construction cost estimate, construction schedule, and special provisions.

McCormick Taylor will perform a final quality control check of the plans, specifications, cost estimate and construction schedule.

The following is a list of anticipated items in the Final Design Submission Package:

- Transmittal Letter indicating the distribution of all FD deliverables
- Designer's Submission Certification
- Trainee and DBE Goal Requests
- Final Plans
- Special Provisions
- Construction Cost Estimate
- Construction Schedule
- Final Technical Reports

McCormick Taylor will attend a meeting with the NJDOT Local Aid PM to finalize the submission requirements and assist in identifying appropriate functional SME units that should be selected for final design document review.

13. Complete Hydrologic & Hydraulic Analysis (4310)

McCormick Taylor will complete appropriate H&H analysis to support compliance with the NJDEP Stormwater Management Rules (NJAC 7:8) standards for stormwater runoff quantity and groundwater recharge. This will include appropriate modeling and generation of supporting calculations. H&H analysis will be included in the Final Drainage Report (*Activity 4270*).

14. Prepare Soil Erosion and Sediment Control Report and Plans (4410)

McCormick Taylor will prepare the draft Soil Erosion and Sediment Control (SESC) Report and Plans, including temporary and permanent SESC features as required for the project, in accordance with the Standards for SESC in NJ (2014) and Ocean County Soil Conservation District (SCD) requirements. This will include preparation of the draft SCD Application Form, Pervious Paving Summary Form (i.e., for raingardens/ swales or other stormwater BMPs), Property Owner Authorization Form (if applicable), and SCD fee calculation. The electronic draft SESC Report and Plans will be submitted to Little Egg Harbor Township and NJDOT Local Aid for review and comment. The SESC Plans will also serve as the environmental plan sheets, incorporating appropriate environmental notes, commitments, constraints, SESC conditions, etc.

The approved SESC Plans and notes will be incorporated into the construction plan set.

Permit fees are non-participating and non-reimbursable under the Design Assistance Program. MT will request the check from the LPA for the submission. The anticipated fee for 2 acres of disturbance is \$2,170.00.

Deliverables:

- SESC Report
- SESC Plans
- SCD Application

15. Review Soil Erosion and Sediment Control Report and Plans (4430)

McCormick Taylor will coordinate with the SCD for review and approval. McCormick Taylor will address any comments on the draft SESC Report/Plans and electronically resubmit the modified report/plans for certification.

16. Complete Environmental Plans (4585)

McCormick Taylor will coordinate with the NJDOT BEPR to ensure the proposed work complies with the Certified Categorical Exclusion Document including all environmental commitments. In consultation with NJDOT BEPR, McCormick Taylor will prepare an environmental commitments or notes sheet to supplement the SESC Plans, summarizing following environmental commitments. MT will prepare the environmental plan sheets, incorporating environmental constraints, impacts, mitigation, commitments, and permit conditions into the contract documents.

Deliverables:

- Final Environmental Plans

17. Execute Final Design Public Involvement Action Plan (4795)

McCormick Taylor will execute the PIAP developed during the Preliminary Engineering Phase. One Public Information Center is anticipated as part of the PIAP.

McCormick Taylor will prepare for and attend one (1) Virtual Public Information Center to present the Final Engineering Design. Prior to the meeting, McCormick Taylor will prepare a meeting announcement and send meeting announcements to the mailing list of affected property owners. McCormick Taylor will prepare the display boards for the meeting. Two boards are expected. The project team will solicit input from the public about the proposed project. McCormick Taylor will prepare a meeting summary within 5-7 business days and submit to NJDOT for review.

18. Resolve Final Design Submission Comments (4830)

McCormick Taylor will address and resolve comments provided by the NJDOT Local Aid Project Manager, and Little Egg Harbor Township as a result of the review process. McCormick Taylor will evaluate all the comments provided from the NJDOT SMEs and coordinate with NJDOT Local Aid Project Manager to discuss the comments and resolve any issues. Following resolution of issues, McCormick Taylor will prepare the Final Comment Resolution Summary that responds to each

comment, item by item and submit it to the NJDOT Project Manager.

Once all comments are resolved, the NJDOT Project Manager will inform McCormick Taylor that the project can advance to PS&E. McCormick Taylor will update the Design Communications Report (DCR) to reflect any design decisions.

Deliverables:

- Comment Resolution

19. Submit PS&E Package (4840)

Following the concurrence of the resolutions for all comments made by NJDOT and Little Egg Harbor Township on the Final Design Submission, McCormick Taylor will make the final revisions to the plans, specifications, and estimates. McCormick Taylor will submit the PS&E package, which will include the followings:

- Signed and Sealed Plans
- Cost Estimate
- Quantity Calculations
- Design Calculations
- Designer PS&E Certification
- LPA's Certifications
- Construction Schedule
- Comment Resolution Summary

Deliverables:

- PS&E Package

20. Certify Soil Erosion and Sediment Control (4850)

McCormick Taylor will coordinate with the SCD for review and approval. The approved SESC Plans and notes will be incorporated into the construction plan set.

21. Prepare Advertising Authorization Package (4875)

McCormick Taylor will assist the NJDOT Local Aid Project Manager (PM) and Little Egg Harbor Township to submit the Plans, Specifications and Estimates (PS&E) submission. The NJDOT Local Aid PM will submit the PS&E package for Construction Authorization along with the following information:

- Utility Clearance Letter
- Environmental Re-Evaluations
- Soil Erosion and Sediment Control Certifications
- Construction Environmental Authorization Checklist/Inventory
- Utility, ROW and Permits Certifications
- Project Summary Information Form

Following Construction Authorization McCormick Taylor will assist the LPA with the Design Closeout Package and the advertisement package.

C. Construction Engineering Services Phase

1. Project Management

The primary point of contact for the Department's Project Manager will be McCormick Taylor's Project Manager. He will be responsible for coordinating with NJDOT Local Aid, Little Egg Harbor Township, project sub-consultants, and the McCormick Taylor Team. McCormick Taylor's Project Manager will be responsible for the following:

- Project scheduling
- Monitoring progress of the project and each task
- Providing monthly progress reports
- Reviewing invoices
- Initiate and Update Design Communication Report

2. Prepare Bids (5030)

Little Egg Harbor Township will forward all contract inquiries from the bidders or suppliers to McCormick Taylor for an appropriate response. For the purpose of this proposal, McCormick Taylor estimates documenting and responding to two inquiries submitted by the posted deadline (except for requests for Bid date extension). McCormick Taylor will prepare the Bid Analysis, provide a recommendation for award, and assist in preparing the Award Concurrence Checklist and supporting documents for the Award Concurrence Package.

3. Hold Pre-Construction Meeting (5080)

McCormick Taylor will attend the pre-construction meeting held by the selected Construction Management and Construction Inspection (CMCI) consultant. The Pre-Construction Meeting is the meeting between Local Aid, Little Egg Harbor Township, the selected Contractor, the CMCI consultant and other key stakeholders that will provide a project overview and establish initial project contacts.

As the project disturbs more than one acre, a category 5G3 "construction activity" stormwater general permit is required to be submitted 30 days prior to ground disturbance. McCormick Taylor will submit this permit to NJDEP. **Permit fees are non-participating and non-reimbursable under the Design Assistance Program. MT will request the check from the LPA for the submission. The anticipated fee for under 5 acres of disturbance is \$450.00.**

4. Field Visits/Meetings

McCormick Taylor will attend bi-weekly field meetings with the Resident Engineer and the Contractor. McCormick Taylor's presence will allow feedback on the Contractor's progress, to ensure construction is implemented in general conformance with the contract documents and specifications. McCormick Taylor will answer questions relative to design and construction issues. McCormick Taylor will provide an experienced engineer knowledgeable in construction to visit the field during critical construction activities. Based on an estimated construction duration of 8 months, we anticipate sixteen (16) field meetings.

5. Telephone Consultation

McCormick Taylor will respond to the Resident Engineer and Contractor's questions by telephone on an as-needed basis. McCormick Taylor will provide written responses to the Resident Engineer, which could include sketches or diagrams. To expedite work, the responses and sketches/diagrams will be transmitted to the field office electronically. McCormick Taylor will prepare a memorandum of record documenting each conversation. For the purpose of this proposal, McCormick Taylor estimates responding to approximately four inquiries.

6. Prepare Working Drawings (5120)

McCormick Taylor will review submittals in accordance with the project plans and specifications for the roadway items submitted by the Contractor and/or their subcontractors/suppliers.

McCormick Taylor will review submittals and comment on their general conformance with contract plans and specifications. We will utilize personnel who are familiar with the project and are experienced in their respective field to lead the review process. This will ensure in delivering quality working drawing review process in an expedited manner.

7. Respond to Request for Information (RFI)

McCormick Taylor will review and respond to RFI's from the contractor on an as-needed basis. McCormick Taylor will provide written responses to the contractor, which could include sketches or diagrams. To expedite work, these written responses and sketches/diagrams will be transmitted to the field office electronically. For the purpose of this proposal, McCormick Taylor estimates responding to six RFI's.

8. Miscellaneous Change of Plans/Field Revisions

McCormick Taylor will prepare change of plans/field revisions for this project on an as needed basis. This task will give the Department the flexibility of giving an authorization to process change of plans identified that would be required due to varying field conditions, unforeseen conditions, or even additional work outside the current project limits. Minor Field Revisions that do not require an official change of plan will be submitted to the Resident Engineer. For the purpose of this proposal, McCormick Taylor estimates preparing two (2) field revisions. Official change of plans and addendums are not anticipated.

9. Prepare As-Built Plans

The Resident Engineer will provide McCormick Taylor with a markup set of construction plans with as-built quantities and prepare an As-Built Summary (DC-104). McCormick Taylor will utilize the information provided by the Resident Engineer to develop record drawings at the completion of construction. A final as-built PDF set of plans will be prepared showing all changes.

10. Final Acceptance (5170)

Upon Substantial Completion, McCormick Taylor will review the project and coordinate with NJDOT Local Aid, the LPA, and the Resident Engineer to ensure the work has been satisfactorily completed. If the RE deems that all work is not completed satisfactorily, the RE notifies the contractor and includes a corrective action list. Upon Final Completion, McCormick Taylor will review the project again to ensure all corrective action items have been resolved. It is anticipated that the Resident Engineer and

Construction Management/Inspection firm will track as-built quantities and prepare a final as-built PDF set of plans showing all changes.

III. Sub-Consultants Scope and Price



CONSULTING
ENGINEERS, INC.

Engineering ♦ Surveying ♦ Mapping ♦ Utility Investigations
Environmental Services ♦ Construction Engineering ♦ Traffic Control

February 7, 2024

McCormick Taylor, Inc.
700 East Gate Drive, Suite 201
Mount Laurel, NJ 08054

Attn: Vittorio Anepete, PE

Reference: Safe Routes to School (SRTS) Contract
Little Egg Harbor Township, Ocean County, NJ

Dear Mr. Anepete,

We are pleased to present this proposal for engineering activities as listed in our scope of work. The Proposal consists of this cover letter and the following attachments:

- Scope of Services
- Man-Hour Estimate by Tasks
- Cost Proposal Summary

Should you have any questions with our work effort, please do not hesitate to contact me at this office at your earliest convenience.

We look forward to working with you on this project, please call if you have any questions or need any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Dogbey', written over a horizontal line.

John Dogbey, PE – Vice President

CC: Kokeb Abera, PE
Hareesh Daggupati, PE
Naji Khoury, PE



**Safe Routes to School (SRTS) Contract
Little Egg Harbor Township, Ocean County, NJ**

**Scope of work to perform surveying and geotechnical services for the
proposed safety improvements**

I. Introduction

KMA Consulting Engineers, Inc. (KMA) was retained by McCormick Taylor, Inc. (MT) to perform surveying for sidewalks, prepare base mapping, and perform geotechnical engineering services for the design of proposed sidewalks, Americans with Disabilities Act (ADA) ramps, and stormwater best management practices (BMPs) at various locations within the Township limits as part of the Safe Routes to School (SRTS) Contract in Little Egg Harbor Township, Ocean County, New Jersey.

II. Project Scope

The following standard assumptions have been made regarding the Scope of Services:

In general, all services, unless specifically stated otherwise herein, will be performed in accordance with the NJDOT's current standards, policies, procedures, and directives covering the services to be performed. These include Standard Articles 44 and 51, Survey Manual, and CADD Manual. It is assumed that the Township will provide access letters for our field crews to carry with them while working at the project site. It is further assumed individual access letters to owners abutting the project will not be required.

III. Project Management

The primary point of contact for this project will be the KMA Project Manager. He will be responsible to coordinate status meetings with MT, project sub-consultants, and the KMA Team. The Project Manager will be responsible for the following:

- Project planning and scheduling
- Monitoring progress of the project and each task
- Providing monthly progress reports
- Reviewing invoices
- Quality control



IV. Surveying

1. Establish Horizontal/Vertical Primary Control

Survey tasks will include: recovering primary control benchmarks, ground survey, and preparing base maps.

a. Primary Control Benchmarks

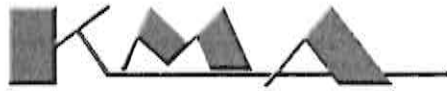
KMA will recover the primary horizontal and vertical control points established by others who have performed any work for this project and check them if they are meeting the standards. If none were found, new Horizontal and Vertical control meeting Second Order, Class II accuracy standards will be established on site. KMA will establish a Primary Control Network utilizing the horizontal datum of the New Jersey State Plane Coordinate System in the North American Datum of 1983 and the latest adjustment, currently NAD83 (2011). This Primary Control Network will also be tied to the North American Vertical Datum of 1988 (NAVD 88). The network will be established by GNSS-RTN methods following the procedures for Class RT1 accuracy, modified for a time length of 300 epochs per five minutes. The primary control will consist of semi-permanent and uniquely identifiable Intervisible GNSS-RTN pairs of control points. The standards of accuracy shall be in accordance with the National Geodetic Survey's Publication "Classification, Standards of Accuracy, and General Specifications for Geodetic Control Networks". It is understood that the work shall be performed in English units (US Survey Feet). A survey control baseline will be established with control points set approximately every 500 feet along the project length. A total of twenty (20) control points will be set within the project limits. It is assumed that the project is about 1.9 miles (10,000 feet) in length and will need to be surveyed.

A vertical control network will be established over the horizontal primary control network as stated above by using digital-differential leveling.

b. Topographic Survey

After recovering/establishing the bench marks at the job site, a KMA surveyor will survey the following:

- Both sides of the proposed areas where there will be new sidewalks (total 15' wide) including the driveways and shoulders and the roadway centerline and fences for the front of the properties.



- Property corners if any are found during the survey.
- Detailed topo survey at the proposed ADA ramp locations.
- Survey cross-sections every 50 feet to pick up the existing topographic features.
- Existing grading survey of the ground at the proposed 6 SWM BMPs locations.
- Survey of wetland flags (about 50 flags).

c. Prepare Base Map

KMA will use the surveyed information collected in the field to prepare the base map and provide it to MT. Using the cross sections information, KMA will generate the DTM and provide it to MT.

2. Prepare Control Survey Report

KMA will prepare a Survey Project Report, detailing the primary control network established for the project. The report will be prepared in accordance with the NJDOT Survey Manual procedures and guidelines and provisions of Article 44 of the NJDOT procedures manual. The report, including a narrative and tie sketches, will be prepared and submitted to the Township for review and approval. Upon approval of the Survey Project Report by MT, we will submit final copies which will be signed and sealed by a Professional Licensed NJ Land Surveyor.

All surveying tasks will be performed in accordance with the NJDOT Survey Manual procedures and guidelines. All survey control will be established in accordance with the "Quality Assurance Checklist – Survey Services Unit" of the NJDOT procedures manual unless otherwise specified.

V. Geotechnical

As per email correspondence dated November 2, 2023, MT requested that KMA provide geotechnical engineering services to support the design of 6 proposed stormwater best management practices (BMPs) comprising swales and rain gardens. As per Chapter 12 of the NJ Stormwater BMP Manual, each test pit will be substituted with 2 soil borings, since the project site is in an area where a test pit would substantially disturb the existing area and create an undesirable/unsafe condition. Soil borings performed for the purpose of designing an infiltration BMP must extend to either a minimum depth of 8 feet below the lowest elevation of the BMP bottom or to a depth that is at least twice the maximum potential water depth generated by the largest design storm, whichever is greater.



KMA will perform the subsurface investigation by procuring the services of a drilling subcontractor to perform hollow-stem augered Standard Penetration Test (SPT) borings (ASTM D6151 and D1586). A KMA Geotechnical Field Representative (GFR) will provide full-time monitoring of the boring operations, collect soil samples, prepare soil logs, and obtain groundwater measurements. The drilling subcontractor will submit a one-call to locate any utilities prior to carrying out their operations. KMA is assuming that maintenance and protection of traffic via a truck mounted attenuator may be needed to safely perform the subsurface investigation.

An adjacent supplementary SPT borehole will be performed at each primary SPT boring location. The adjacent borehole will be used to collect undisturbed samples in compliance with ASTM D1587 (Thin-Walled Tube Sampling of Fine-Grained Soils for Geotechnical Purposes) for laboratory permeability testing in accordance with ASTM D5084 (Standard Test Methods for Measurement of Hydraulic Conductivity of Saturated Porous Materials Using A Flexible Wall Permeameter). If a thin-walled tube is not successfully obtained and/or sandy textured soils (including sands, loamy sands, and sandy loams, with lack of soil cohesion) are encountered, KMA will perform one of the following:

- Collected SPT soil samples will be remolded in the laboratory to the in-situ condition (e.g., moisture content and density) and tested in accordance with ASTM D2434 (Standard Test Methods for Measurement of Hydraulic Conductivity of Coarse-Grained Soils).
- A field percolation test in the adjacent SPT borehole in accordance with Chapter 12 of the NJ Stormwater BMP Manual.

A total of 24 primary and 24 supplementary SPT borings will be performed for this project. KMA is assuming that the SPT borings will be performed up to a depth of 15 feet below existing grade. KMA is also assuming that no tree clearing will be required to access the SPT boring locations.

Temporary standpipe piezometers, consisting of polyvinyl chloride (PVC) pipe, will be installed in the primary borings for groundwater measurements. The seasonal high-water table (SHWT) is determined during the wet season (January to April, inclusive). KMA is assuming that this subsurface investigation will be performed during the wet season. However, if this investigation is to be performed outside of the wet season, one monitoring well will need to be installed within the infiltration area of each proposed BMP to collect groundwater measurements during the wet season, the cost of which is not included in this proposal.



The subsurface investigation will include soil characterization, SHWT determination, and soil permeability testing. The subsurface investigation and testing will be conducted in compliance with the American Society for Testing and Materials (ASTM) procedures, Chapter 12 of the NJ Stormwater BMP Manual, and the New Jersey Administrative Code (NJAC) 7:9A and 7:9D Standards.

Soil logs will be prepared for each primary SPT boring, with soil classification performed per the Modified Burmister System, Unified Soil Classification System (USCS), and the United States Department of Agriculture (USDA) Soil Classification System. Selected soil samples will be tested for permeability, soil classification (grain size analysis and Atterberg limits), and acid-producing potential. The permeability tests will be conducted on the most hydraulically restrictive horizon/substratum above the SHWT but located below the lowest elevation of the BMP. The acid-producing potential testing will be performed to verify if special measures should be taken in handling excavated soils.

VI. Deliverables

1. 3D topography file of the complete survey.
 - a) File name – topo3D-“description”.dgn
2. DTM
3. A copy of any written field notes.
4. A traverse or “traverse.dgn” file that will contain the survey control points along with any traverse that was created for the project.
5. A chart of the points with coordinates, elevations, and descriptions will be inserted into the traverse file.
 - a) The points that will be used as Bench Marks for construction will be identified in the chart.
6. The Survey Control Report.
7. A Geotechnical Engineering Report containing the following, but not limited to:
 - a) Project location map
 - b) Boring location plan
 - c) SPT boring logs including information such as:
 - i. Location (northing, easting, latitude, and longitude) of the boring
 - ii. Surface elevation of the boring
 - iii. Boring depth
 - iv. The exploration date
 - v. Soil descriptions with depth
 - vi. Bottom elevation of the proposed BMP



- vii. Depth and elevation of performed permeability testing
 - viii. Depth and elevation of restrictive soil layers, if encountered
 - ix. Depth and elevation of mottles, if encountered
 - x. Depth and elevation of the groundwater table/SHWT, if encountered
 - xi. The background and mottle colors using the Munsell system of classification for hue, value, and chroma
 - xii. The appropriate textural classification as shown on the USDA textural triangle
 - xiii. The abundance, size, and contrast of mottles, if encountered
 - xiv. The soil structure and consistency using standard USDA classification terminology
- d) Laboratory testing results

SRTS Little Egg Harbor Twp Project Costs

ACTIVITY I.D.	TASK DESCRIPTION		PROPOSAL													TOTAL	COST	
	PROJ. MNGR. PV	SENR ENGR PV	ENGINEER PIV	ENGINEER PIII	ENGINEER PII	CHIEF SURVEYOR	CHIEF PHOTOGR. ETIV	SR. PHOTOGR. ETIV	TECHNICIAN ETIII	TECHNICIAN ETII	CADD SPECIALIST ETII	SURVEY CREW (2)	SURVEY CREW (3)	SUE CREW (3)	TOTAL			
	HRS.	HRS.	HRS.	HRS.	HRS.	HRS.	HRS.	HRS.	HRS.	HRS.	HRS.	HRS.	HRS.	HRS.	HRS.	HRS.	HRS.	HRS.
	37	72	148	152		48					140	200	70			867	\$55,461.08	
1 SURVEYING AND MAPPING																		
1 TOPOGRAPHIC FIELD SURVEY	21	48	64	40	48						136	200	70			627	\$41,296.24	
a Review Plans	1		2		2											5	\$302.28	
b Recover Primary Control	1		2		2											15	\$1,270.88	
c Setting up and Processing Extra Control	4		8	8	12						20	20	60			112	\$9,285.52	
d Topographic Survey	2		8		8							140				158	\$12,819.32	
e Prepare Base Maps	2	8		16							48					74	\$3,417.52	
f Wetland Survey and SWM Basin Survey	2		4		4							40				50	\$3,964.16	
g CAD/D for Survey Data	1	4	4		4						24					37	\$1,796.44	
h Transfer Survey Data onto Base Maps	1	4	4		4						24					33	\$1,579.92	
i Preparing DTM using Survey Data	2	16	8		8						40					66	\$3,368.00	
j Prepare Survey Report	1		8	16		8										33	\$1,723.48	
k Compile, Review Results, and Prepare Deliverables	4	16	16		8											44	\$2,768.72	
2 Geotechnical	16	24	84	112							4					240	\$13,064.84	
a Coordination with MT and Drilling Subcontractors	4		4													8	\$536.44	
b Subsurface Investigation Program		15	24	72												112	\$5,634.48	
c Prepare Boring Logs and Soil Samples for Lab; Review Lab Results	4	4	12	24												64	\$3,589.44	
d Prepare Geotechnical Engineering Report	8	4	24	15							4					56	\$3,204.48	
TOTAL	37	72	148	152	48						140	200	70			867	\$55,461.08	

SRTS Little Egg Harbor Twp Project Costs



TASK DESCRIPTION

	TRAVEL	REPRO.
1 Surveying	0.67 300	
2 Geotechnical	0.67 300	
	\$201.00	\$200.00
	\$201.00	
SUBTOTAL	\$402.00	\$200.00

SPT Drilling	Units	Estimated Quantity	Unit Cost (\$)	Extension (\$)
Mobilization/ Demobilization	Each	1	\$1,000.00	\$1,000.00
Daily Rig Rate	Each	5	\$2,300.00	\$12,000.00
PVC Piping	LS	1	\$100.00	\$100.00
TOTAL				\$13,100.00

Lab Tests	Units	Estimated Quantity	Unit Cost (\$)	Extension (\$)
Soil Classification per USCS	Each	54	\$25.00	\$6,750.00
Permeability	Each	32	\$290.00	\$5,680.00
Acid-Producing Potential	Each	24	\$50.00	\$1,200.00
TOTAL				\$13,630.00

CLASSIFICATION	2024 RATE	Approved RATE	MANHOURS	SALARY
PROJ MGR - PM	\$74.20	\$74.20	37	\$2,745.40
SR ENG - PV	\$67.52	\$67.52	72	\$4,861.44
ENGINEER - PV	\$59.91	\$59.91	148	\$8,866.68
ENGINEER - PH	\$46.06	\$46.06	152	\$7,001.12
ENGINEER - PH	\$35.82	\$35.82		
CHIEF SURVEYOR - PV	\$54.13	\$54.13	48	\$2,598.24
CHIEF PHOTOGRA-ETV	\$54.00	\$54.00		
SR PHOTOGRA-ETW	\$44.50	\$44.50		
TECHNICIAN-ETW	\$38.17	\$38.17		
TECHNICIAN-ETW	\$28.25	\$28.25		
CADD SPECIALIST-ETW	\$41.50	\$41.50	140	\$5,810.00
SURVEY CREW 2	\$63.99	\$63.99	200	\$12,798.00
SURVEY CREW 3	\$66.86	\$66.86	70	\$4,680.20
SURVEY CREW 3	\$102.33	\$102.33		
TOTAL			857	\$55,461.08

Total Salary- Direct Labor \$55,461.08
 Overhead (131.68%) \$73,086.70
 Fixed Fee = A * (DL) A= 0.225 \$12,478.74
SUBTOTAL \$140,976.52

Direct Expenses
 Travel by personal car \$.67/mile \$402.00
 Reproductions, printing, overnight mail, etc. \$200.00
 SWM drilling cost \$13,100.00
 SWM soil laboratory testing \$16,910.00
 MPT for SWM investigation \$6,000.00

SUBTOTAL DIRECT EXPENSES	\$36,612.00
GRAND TOTAL	\$177,588.52

FIXED FEE CALCULATION

PROJECT: SRTS Little Egg Harbor Township
CONSULTANT: KMA Consulting Engineers, Inc.
AGREEMENT OR CAM NO.:

PREPARED BY: KAA/HD
DATE: 2/7/2024

EVALUATE PROJECT SPECIFICS:

Directions:

*Prime Consultant will use Total Project Design Cost (or Task Order Design Cost) for the SIZE criteria
 Each Subconsultant will assign points for SIZE, COMPLEXITY, DURATION, & DEGREE OF RISK
 based on its specific project tasks.*

SPECIFICS	CRITERIA	POINTS	RATING
SIZE:	<i>SMALL</i> - Total Fee (Project Design Cost) < \$1,250,000	15	15
	<i>LARGE</i> - Total Fee (Project Design Cost) > \$1,250,000	20	
COMPLEXITY:	<i>SIMPLE</i> - Limited Scope of Work; Deck Patching, Resurfacing, Restoration, Inspection, Concept Development Services	10	15
	<i>STANDARD</i> - Moderate Scope; Rehabilitation, New, or Reconstruction	15	
	<i>COMPLEX</i> - Multi-disciplined, Highly Specialized, or Major Unusual	20	
DURATION:	<i>STANDARD</i> - Appropriate Schedule	15	15
	<i>AGGRESSIVE</i> - Designers Schedule Reduced > 10 %	20	
DEGREE OF RISK:	<i>LEVEL 1</i> - Low Risk of Claims; Studies, Surveys, Landscape, Inspections	20	30
	<i>LEVEL 2</i> - Average Risk of Claims; Standard Complexity or Level 1 with High Public Exposure	30	
	<i>LEVEL 3</i> - High Risk of Claims; Hazardous, Experimental, or Bonus/Penalty Clauses	40	
TOTAL RATING =			75

CALCULATE FEE:

PROJECT SPECIFICS FACTOR (Total Rating /100) =	0.75
FEE FACTOR (Project Specifics Factor x 0.30) =	0.225
DIRECT LABOR COSTS	\$ 55,461.08
TOTAL FEE (Direct Labor Costs x Fee Factor) =	\$ 12,479


Safe Routes to School Design Assistance Program
Township of Little Egg Harbor, Ocean County, NJ
Sidewalk Safety Improvements to Nugentown Road, Giffordtown Lane and Stage Road
Preliminary Engineering, Final Design and Construction Engineering Services Price Proposal



A)	Preliminary Engineering	\$425,094.78
B)	Final Design	\$199,027.27
C)	Construction Engineering Services	\$131,409.41
GRAND TOTAL		\$755,531.46

Safe Routes to School Design Assistance Program
Township of Little Egg Harbor, Ocean County, NJ

Sidewalk Safety Improvements to Nugentown Road, Giffordtown Lane and Stage Road
Preliminary Engineering, Final Design and Construction Engineering Services Price Proposal

ACTIVITY I.D.	 TASK DESCRIPTION															TOTAL		
			P.N. MNGR. (P-VI)	SEN. ENGR. (P-V)	ENGINEER (P-III)	ASSOC. ENGR. (P-I)	SEN. PLAN. (P-IV)	PLANNER (P-II)	ASSOC. PLAN. (P-I)	SEN. DRAFT. (ET-V)	DRAFTER (ET-IV)	SEN. TECH. (ET-IV)	TECH. (ET-II)	HRS.	COST			
A)	Preliminary Engineering																	
3000	1	Project Management	40	24													64	\$ 6,229.12
3015	2	Initiate Preliminary Engineering	4	8													12	\$ 1,055.40
3020	3	Prepare Control Survey Report	2	2													4	\$ 373.24
3025	4	Conduct Topographic Survey	2		8	8											18	\$ 1,080.14
3030	5	Prepare Base Maps	2		4	8											14	\$ 822.74
	6	Prepare Horizontal & Vertical Geometry																\$ -
		a. Develop Baselines	2	2	8	24											36	\$ 1,927.72
		b. Develop Preliminary Grading	2	2	16	24											44	\$ 2,442.52
		c. Existing Right-of-Way	2	2	8	24											36	\$ 1,927.72
		d. Curb Ramps	2	24	40	96											162	\$ 8,805.02
3035	7	Prepare Utility Base Plans	2	4	8	32											46	\$ 2,428.74
3045	8	Send Utility Verification Request Letter	2	4	16	16											22	\$ 1,220.82
3055	9	Update Base Plans & Identify Conflicts	2	4	16	40											38	\$ 2,250.42
3070	10	Prepare Preliminary Roadway Plans	4	24	60	40											188	\$ 10,655.08
3085	11	Prepare Preliminary Drainage Design	2	24	80	40											146	\$ 8,953.10
3090	12	Determine Traffic Engineering Facility Locations																\$ -
		a. Complete Lighting Design	4	16	40												60	\$ 4,247.24
		b. Prepare Traffic Signing and Striping Plans	2	8													26	\$ 1,575.34
3130	13	Update Preliminary Detour and Construction Staging Plans	2	8	16	24											66	\$ 3,644.62
3165	14	Perform Environmental Screening	2														34	\$ 2,332.70
3165	15	Review Environmental Screening	2														14	\$ 1,044.98
3165	16	Finalize Project Plan	4	8	16	20											48	\$ 2,951.40
3765	17	Conduct Ecology Study																\$ -
		a. Wetland Delineation	2														90	\$ 5,501.50
3865	18	Hold Public Information Center	4	16	24	24											84	\$ 4,795.72
3890	19	Prepare Certified Categorical Exclusion (CCE) Document	4	12													40	\$ 2,949.76
GRAND TOTAL			96	192	344	396	68	72	8	92	8	16	16	8	16	1,292	\$ 79,215.04	

Safe Routes to School Design Assistance Program
 Township of Little Egg Harbor, Ocean County, NJ
Sidewalk Safety Improvements to Nugentown Road, Giffordtown Lane and Stage Road
 Preliminary Engineering, Final Design and Construction Engineering Services Price Proposal

A) PRELIMINARY ENGINEERING PHASE		TASK DESCRIPTION	TRAVEL	REPRO.	OTHER
3000	1	Project Management	\$ 60		
3015	2	Initiate Preliminary Engineering	\$ 60		
3020	3	Prepare Control Survey Report			
3025	4	Conduct Topographic Survey			
3030	5	Prepare Base Maps	\$ 60		
3035	6	Prepare Horizontal & Vertical Geometry			
3045	7	Prepare Utility Base Plans			
3055	8	Send Utility Verification Request Letter			
3070	9	Update Base Plans & Identify Conflicts			
3080	10	Prepare Preliminary Roadway Plans			
3085	11	Conduct Subsurface Utility Engineering			
3090	12	Prepare Preliminary Drainage Design			
3130	13	Determine Traffic Engineering Facility Locations			
3165	14	Update Preliminary Detour and Construction Staging Plans			
3165	15	Finalize Project Plan			
3165	16	Finalize Project Plan			
3165	17	Hold Public Information Center	\$ 60		\$ 250
3180	18	Prepare Certified Categorical Exclusion (CCE) Document			
TOTAL			\$ 240	\$ -	\$ 250

CLASSIFICATION	APPROVED RATE	PROPOSED RATE	HOURS	SALARY
PROJ MGR P-VI	\$ 109.39	\$ 109.39	96	\$ 10,501.44
SEN ENG P-V	77.23	77.23	192	14,828.16
ENGR P-III	64.35	64.35	344	22,136.40
ASSOC ENG P-I	43.32	43.32	396	17,154.72
SEN PLAN P-IV	74.43	74.43	68	5,061.24
PLAN P-II	57.69	57.69	72	4,153.68
ASSOC PLAN P-I	32.24	32.24	8	257.92
SEN DRAFT ET-V	46.17	46.17	92	4,247.64
DRAFT ET-IV	41.93	41.93	8	335.44
SEN TECH ET-IV	33.65	33.65	16	538.40
TECH ET-II	29.09	29.09	0	-
TOTAL			1,292	\$ 79,215.04

Total Salary \$ 79,215.04

Overhead (189.33%) 149,977.84

Fixed Fee (22.5% of direct labor) 17,823.38

Direct Expenses

Travel (by personal auto) 240.00

Reproductions & Printing

Other (permits, postage) 250.00

TOTAL DIRECT EXPENSES 490.00

SUBTOTAL	\$ 247,506.26
SUB-CONSULTANTS	
K/A Consulting Engineers, Inc.	\$ 177,588.52
TOTAL FEE ESTIMATE	\$ 425,094.78

Safe Routes to School Design Assistance Program
Township of Little Egg Harbor, Ocean County, NJ

Sidewalk Safety Improvements to Nugentown Road, Giffordtown Lane and Stage Road
Preliminary Engineering, Final Design and Construction Engineering Services Price Proposal

ACTIVITY I.D.	PRJ. MNGR. (P-VI)		SEN. ENGR. (P-V)		ENGINEER (P-III)		ASSOC. ENGR. (P-I)		SEN. PLAN. (P-IV)		PLANNER (P-II)		ASSOC. PLAN. (P-I)		SEN. DRAFT. (ET-V)		DRAFTER (ET-IV)		SEN. TECH. (ET-IV)		TECH. (ET-II)		TOTAL														
																							HRS.	COST													
B) Final Design																																					
	1	40	24																				64	\$ 6,229.12													
4010	2	2	4																				6	\$ 527.70													
4090	3	2	4	12																			18	\$ 1,299.90													
4210	4	2	2	12	40																		96	\$ 4,725.04													
4220	5	2	8	12	40																		102	\$ 5,188.42													
4230	6	2	4	16	40																		62	\$ 3,290.10													
4240	7	4	8	16																			44	\$ 2,823.72													
4270	8	8	36	60	80																		224	\$ 12,828.80													
4275	9	1	4	12																			17	\$ 1,190.51													
4280	10	1	24	16																			41	\$ 2,992.51													
4285	11	1	4	16																			21	\$ 1,447.91													
4290	12	4	8	16	16																		44	\$ 2,778.12													
4310	13	8	24	40																			96	\$ 6,410.72													
4410	14	2	2						4	4													20	\$ 1,271.08													
4430	15	2	2						2	2													12	\$ 822.16													
4585	16	1	1						1	1													6	\$ 411.08													
4795	17	4	4	16																			32	\$ 2,045.28													
4830	18	2	8	16	8				8	8													42	\$ 2,808.22													
4840	19	4	8	16	16																		44	\$ 2,778.12													
4850	20	1	1	1					1	1													6	\$ 429.26													
4875	21	2	8	8																			18	\$ 1,351.42													
GRAND TOTAL																						95	188	285	240	16	8	175	8	16	8	8	175	8	18	1,015	\$ 63,649.19

Safe Routes to School Design Assistance Program
 Township of Little Egg Harbor, Ocean County, NJ
 Sidewalk Safety Improvements to Nugentown Road, Giffordtown Lane and Stage Road
 Preliminary Engineering, Final Design and Construction Engineering Services Price Proposal

B) FINAL DESIGN PHASE		TASK DESCRIPTION				TRAVEL	REPRO.	OTHER		
ACTIVITY										
4010	1	Project Management			\$ 60					
4090	2	Initiate Final Design								
4090	3	Incorporate Utility Design in Contract Documents								
4110	4	Prepare Railroad 60 Percent Submission								
4115	5	Address Railroad 60 Percent Submission								
4120	6	Prepare Railroad 100 Percent Submission								
4125	7	Address Railroad 100 Percent Submission								
4210	8	Complete Horizontal & Vertical Geometry								
4220	9	Prepare Final Roadway Plans			\$ 60					
4230	10	Complete Lighting Design								
4240	11	Complete Traffic Signal, Signing and Striping Plans								
4275	12	Develop Construction Cost Estimate								
4280	13	Develop Specifications								
4285	14	Develop Construction Schedule								
4290	15	Prepare Final Design Submission Package								
4410	16	Prepare Soil Erosion and Sediment Control Report and Plans								
4430	17	Review Soil Erosion and Sediment Control Report and Plans								
4585	18	Complete Environmental Plans								
4795	19	Execute Final Design Public Involvement Action Plan			\$ 60			\$ 250		
4830	20	Resolve Final Design Submission Comments								
4940	21	Submit PS&E Package						*		
4850	22	Certify Soil Erosion and Sediment Control			\$ 60					
4875	23	Prepare Advertising Authorization Package			\$ 60					
					TOTAL \$	300	\$	-	\$	250

ANTICIPATED NON-PARTICIPATING EXPENSES		TASK DESCRIPTION				TRAVEL	REPRO.	OTHER
ACTIVITY								
4850	22	Certify Soil Erosion and Sediment Control						\$ 2,170

*Permit fees are non-participating. These costs will be paid directly by the LPA and are not included in the total cost.

CLASSIFICATION	APPROVED RATE	PROPOSED RATE	HOURS	SALARY
PROJ MGR P-VI	\$ 109.39	\$ 109.39	95	\$ 10,392.05
SEN ENG P-V	77.23	77.23	188	14,519.24
ENGR P-III	64.35	64.35	285	18,339.75
ASSOC ENG P-I	43.32	43.32	240	10,396.80
SEN PLAN P-IV	74.43	74.43	16	1,190.88
PLAN P-II	57.69	57.69	8	461.52
ASSOC PLAN P-I	32.24	32.24	0	-
SEN. DRAFT ET-V	46.17	46.17	175	8,079.75
DRAFT ET-IV	41.93	41.93	0	-
SEN TECH ET-IV	33.65	33.65	8	269.20
TECH ET-II	29.09	29.09	0	-
TOTAL			1,015	\$ 63,649.19

Total Salary \$ 63,649.19

Overhead (189.33%) 120,507.01

Fixed Fee (22.5% of direct labor) 14,321.07

Direct Expenses

Travel: (by personal auto) 300.00

Reproductions & Printing -

Other (permits, postage) 250.00

TOTAL DIRECT EXPENSES 550.00

SUBTOTAL \$ 199,027.27

SUB-CONSULTANTS

No subconsultants this phase.

TOTAL FEE ESTIMATE \$ 199,027.27

ANTICIPATED NON-PARTICIPATING EXPENSES

Certify Soil Erosion and Sediment Control \$ 2,170.00

Safe Routes to School Design Assistance Program
 Township of Little Egg Harbor, Ocean County, NJ

Sidewalk Safety Improvements to Nugentown Road, Giffordtown Lane and Stage Road
 Preliminary Engineering, Final Design and Construction Engineering Services Price Proposal

ACTIVITY I.D.	TASK DESCRIPTION	McCormick Taylor										TOTAL			
		PRJ. MNGR. (P-VI)	SEN. ENGR. (P-V)	ENGINEER (P-III)	ASSOC. ENGR. (P-I)	SEN. PLAN. (P-IV)	PLANNER (P-II)	ASSOC. PLAN. (P-I)	SEN. DRAFT. (ET-V)	DRAFTER (ET-IV)	SEN. TECH. (ET-IV)	TECH. (ET-II)	Hours	COST	
	C) Construction Engineering Services														
	1 Project Management	8	16											24	\$ 2,110.80
5030	2 Prepare Bids	16	16	32										64	5,045.12
5080	3 Hold Pre-Construction Meeting	4	8											12	1,055.40
	4 Field Visit/Meetings	24	80	24										128	10,348.15
	5 Telephone Consultation	8	16											24	2,110.80
5120	6 Prepare Working Drawings	8	40	60										108	7,825.32
	7 Respond to Request for Information (RFI)	4	24	40										68	4,865.08
	8 Miscellaneous Change of Plans/Field Revisions	8	16	24										64	4,393.92
	9 Prepare As-Built Plans	2	4											54	2,675.46
5170	10 Final Acceptance	4	8	8										20	1,570.20
	GRAND TOTAL	86	228	188	24							40		566	\$ 42,000.26

Safe Routes to School Design Assistance Program
 Township of Little Egg Harbor, Ocean County, NJ
 Sidewalk Safety Improvements to Nugentown Road, Giffordtown Lane and Stage Road
 Preliminary Engineering, Final Design and Construction Engineering Services Price Proposal

B) ACTIVITY	CONSTRUCTION ENGINEERING SERVICES PHASE	TASK DESCRIPTION	TRAVEL	REPRO.	OTHER
1	Project Management				
2	Prepare Bids				
3	Hold Pre-Construction Meeting	\$ 60			
4	Field Visit/Meetings	\$ 320			
5	Telephone Consultation				
6	Prepare Working Drawings				
7	Respond to Request for Information (RFI)				
8	Miscellaneous Change of Plans/Field Revisions				
9	Prepare As-Built Plans	\$ 60			
10	Final Acceptance				
TOTAL			\$ 440	\$ -	\$ -

ACTIVITY	ANTICIPATED NON-PARTICIPATING EXPENSES	TASK DESCRIPTION	TRAVEL	REPRO.	PERMITS
		NJPDES Category 5G3 Construction Activity Stormwater General Permit			\$ 450

*Permit fees are non-participating. These costs will be paid directly by the LPA and are not included in the total cost.

CLASSIFICATION	APPROVED RATE	PROPOSED RATE	HOURS	SALARY
PROJ MGR P-VI	\$ 109.39	\$ 109.39	86	\$ 9,407.54
SEN ENG P-V	77.23	77.23	228	17,608.44
ENGR P-III	64.35	64.35	188	12,097.80
ASSOC ENG P-I	43.32	43.32	24	1,039.68
SEN PLAN P-IV	74.43	74.43	0	-
PLAN P-II	57.69	57.69	0	-
ASSOC PLAN P-I	32.24	32.24	0	-
SEN DRAFT ET-V	46.17	46.17	40	1,846.80
DRAFT ET-IV	41.93	41.93	0	-
SEN TECH ET-IV	33.65	33.65	0	-
TECH ET-II	29.09	29.09	0	-
TOTAL			566	\$ 42,000.26

Total Salary	\$ 42,000.26
Overhead (189.33%)	79,519.09
Fixed Fee (22.5% of direct labor)	9,450.06
Direct Expenses	
Travel (by personal auto)	440.00
Reproductions & Printing	-
Other (postage)	-
TOTAL DIRECT EXPENSES	440.00
SUBTOTAL	\$ 131,409.41

SUB-CONSULTANTS
 No subconsultants this phase.

TOTAL FEE ESTIMATE \$ 131,409.41

ANTICIPATED NON-PARTICIPATING EXPENSES
 NJPDES Category 5G3 Construction Activity Stormwater GP \$ 450.00

FIXED FEE CALCULATION

PROJECT:
 CONSULTANT:
 AGREEMENT OR CAM NO.

SRTS 2022 Little Egg Harbor
 McCormick Taylor, Inc.

PREPARED BY:
 DATE:

Vitorio Anepete
 12/29/2023

EVALUATE PROJECT SPECIFICS:

Directions:
 Prime Consultant will use Total Project Design Cost (or Task Order Design Cost) for the SIZE criteria
 Each Subconsultant will assign points for SIZE, COMPLEXITY, DURATION, & DEGREE OF RISK based on its specific project tasks.

SPECIFICS	CRITERIA	POINTS	RATING
SIZE:	SMALL - Total Fee (Project Design Cost) < \$1,250,000	15	15
	LARGE - Total Fee (Project Design Cost) > \$1,250,000	20	
COMPLEXITY:	SIMPLE - Limited Scope of Work; Deck Patching, Resurfacing, Restoration, Inspection, Concept Development Services	10	15
	STANDARD - Moderate Scope; Rehabilitation, New, or Reconstruction	15	
	COMPLEX - Multi-disciplined, Highly Specialized, or Major Unusual	20	
DURATION:	STANDARD - Appropriate Schedule	15	15
	AGGRESSIVE - Designer's Schedule Reduced > 10 %	20	
DEGREE OF RISK:	LEVEL 1 - Low Risk of Claims; Studies, Surveys, Landscape, Inspectors	20	30
	LEVEL 2 - Average Risk of Claims; Standard Complexity or Level 1 with High Public Exposure	30	
	LEVEL 3 - High Risk of Claims; Hazardous, Experimental, or Bonus/Penalty Clauses	40	
TOTAL RATING =			75

CALCULATE FEE:

PROJECT SPECIFICS FACTOR [Total Rating /100] =	0.75
FEE FACTOR [Project Specifics Factor x 0.30] =	0.225
DIRECT LABOR COSTS	\$ 184,864.49
TOTAL FEE (Direct Labor Costs x Fee Factor) =	41,594.51

VERIFY THAT FEE FALLS WITHIN RANGE OF 6% TO 15%:

CONSULTANT'S INTERIM OVERHEAD RATE (%) =	189.33%
OVERHEAD (Labor x Overhead Rate) =	\$ 350,003.93
FIXED FEE RANGE [Fee/(Labor + Overhead)] =	7.8%



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

SHEILA Y. OLIVER
Lt. Governor

June 20, 2023

Mr. Randy S. Newman
Senior Advisor, Finance and Accounting
McCormick Taylor
1818 Market Street, 16th Floor
Philadelphia, PA 19103

Dear Mr. Newman:

Based on our review of McCormick Taylor's submitted Statement of Indirect Cost Rate for the year ended December 31, 2022, we have determined overhead rates of 143.19 percent should be used for construction inspection projects, 189.33 percent should be used for all other projects for funding purposes on future contracts with the Department. Additionally, in accordance with current Department policy, if FCCM is specifically identified in the cost proposals relating to the contract under which the cost is to be claimed, the audited FCCM rate of 0.08 percent should be used for construction inspection projects and 0.29 percent should be used for all other projects.

The combined rate of 186.27 percent and FCCM rate of 0.27 percent should be used for additional work modifications for contracts entered into prior to your firm selecting to use split rates or the time split rates were required on all new contracts and extra work modifications.

In addition, the overhead rates proposed on this overhead letter expire on July 1, 2024.

These rates are subject to audit verification. Our acceptance of these rates does not extend beyond contracts with the New Jersey Department of Transportation. Any other entity contracting with the firm is responsible for determining the acceptability of the overhead statement.

If you have any questions, feel free to contact Jacob Ferris at Jacob.Ferris@dot.nj.gov.

Sincerely,
Richard Temmer
Richard Temmer
Manager, Bureau of External Audit