AMENDED R-22-295
TOWNSHIP OF MONTCLAIR

RESOLUTION AMENDING RESOLUTION R-22-295 AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH BRIGHT VIEW ENGINEERING TO PREPARE A TRAFFIC STUDY FOR THE LACKAWANNA PLAZA REDEVELOPMENT PLAN (RFP 22-19)

January 17, 2023

WHEREAS the Township of Montclair has determined it has the need to retain a traffic engineer to provide professional services including, but not limited to, preparation of traffic studies and other services as may be required from time to time; and

WHEREAS, Request for Qualifications for Professional Services CY 2023 Various Montclair Township Land Use Professionals (RFP 22-19) was issued on October 24, 2022 and the following vendors were pre-qualified in the area of Traffic Engineering pursuant to Township Council Resolution R-22-283:

1. Bright View Engineering, Livingston, NJ 07039
2. Boswell Engineering, South Hackensack, NJ 07606
3. CME Associates, Parlin, NJ 08859
4. Neglia Group, Lyndhurst, NJ 07071

WHEREAS, a Request for Proposal to prepare a traffic study evaluating the impacts of the Lackawanna Plaza Redevelopment Plan was sent to each firm on December 7, 2022 and all four firms submitted proposals; and

WHEREAS, the scope of the Request for Proposal was expanded on December 15, 2022 and two firms submitted proposals; and

WHEREAS, after review of the proposals, price and other factors considered, the Township of Montclair has selected Bright View Engineering to prepare the traffic study for the Lackawanna Plaza Redevelopment Plan; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.5 et seq. this contract is being awarded under the Fair and Open Process; and

WHEREAS, Chief Financial Officer will certify that funds are available in budget line 04-215-16-011-003 for the proposed scope of services and that the funds for these services will be appropriated in this account number; and

NOW THEREFORE BE IT RESOLVED by the Council of the Township of Montclair, in the County of Essex, that the Township enter into a contract with Bright View Engineering to prepare a traffic study for the Lackawanna Plaza Redevelopment Plan for a period not to exceed six (6) months starting from the date of the resolution, for an amount not to exceed $116,470.00; and

BE IT FURTHER RESOLVED that the Township Manager be, and he is hereby authorized to execute the applicable Professional Services Agreement with Bright View Engineering, subject to final approval by the Township Attorney.

ROLL CALL VOTE

<table>
<thead>
<tr>
<th>COUNCIL MEMBER</th>
<th>MOVANT</th>
<th>SECOND</th>
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<th>ABSTAIN</th>
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I HEREBY CERTIFY the foregoing to be a true copy of Amended Resolution R-22-295 adopted by the Mayor and Council of the Township of Montclair, in the County of Essex, at its meeting held on January 17, 2023.

Angelese Bermúdez Nieves, Township Clerk
CERTIFICATION OF FUNDS

I HEREBY CERTIFY THAT SUBJECT TO APPROPRIATION OF SUFFICIENT FUNDS IN THE ADOPTED BUDGET, THE TOWNSHIP OF MONTCLAIR WILL ENCUMBER THE FUNDS FOR THE PAYMENT OF SERVICES, GOODS, AND/OR MERCHANDISE AS STATED IN THE FOLLOWING CONTRACT:

<table>
<thead>
<tr>
<th>PURPOSE OF CONTRACT</th>
<th>Traffic Study for Lackawanna Plaza Redevelopment Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL AMOUNT OF CONTRACT $116,470.00</td>
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<td>SUBJECT TO APPROPRIATIONS IN BUDGET</td>
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<td>ACCOUNT NUMBER (S) 04-215-16-011-003</td>
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<tr>
<td>NAME AND ADDRESS OF COMPANY Bright View Engineering 70 South Orange Avenue Suite 109 Livingston, NJ 07039</td>
<td></td>
</tr>
</tbody>
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Padmaja Rao, CPA, RMA, CMFO
Chief Financial Officer
Director of Finance

Date: 01/09/2023
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this _____ day of __________, 20__ between the Township of Montclair, a body politic and corporate of the State of New Jersey (the “Township”) and the following professional service provider (“Provider”):

Name of Provider: Bright View Engineering

Office address: 70 South Orange Avenue, Suite 109 Livingston, NJ 07039

Professional license type: Traffic Engineering    License #: ________________

WHEREAS, it is agreed as follows:

1. Services. Provider shall provide the Planning Board with professional services as directed by the Director of Planning and Community Development. The services to be performed shall include preparation of a Traffic Study for the Lackawanna Plaza Redevelopment Plan and all services as outlined in the attached proposal dated __December 16, 2022________. The services shall also include other matters as assigned.

2. Term. The term of this agreement shall be January 1, 2023 through __June 30, 2023. The term may not exceed six months.

3. Compensation. Provider shall be compensated as follows:

   Fixed amount (s): $116,470.00
   Hourly rate:
   Total shall not exceed: $116,470.00

   The Township shall not be charged for the time spent by Provider preparing, reviewing or discussing its bill for or with the Township. The Township shall also not be charged for Provider’s clerical staff.

4. Disbursements. In addition to fee income but included in the "not to exceed" limit, Provider will be entitled to payment or reimbursement for the reasonable costs and expenses incurred hereunder on the Township’s behalf.

5. Estimates. Although Provider will, upon the Township’s request, furnish estimates of fees and costs that are anticipated, the parties understand that these estimates are by their nature inexact.

6. In-House Costs. The Township shall not be charged for in-house costs for photocopies at a rate greater than ten cents per copy, the line and usage charges for telephone calls, e-mails, or facsimiles.

7. Billing. Fees and expenses will be billed monthly upon submission of periodic vouchers accompanied by a statement of services rendered. No payment under this contract shall be made until Provider claiming same presents a detailed bill of items on demand specifying particularly how the bill is made up upon a Township voucher form with the Certification of Provider claiming that it is correct, together with a Certification of some officer or duly designated employee of the
Township that said goods have been received or the services rendered to the Township. The Township shall not be obligated to pay fees and expenses not billed within sixty (60) days of when incurred.

8. Communication. Upon request, Provider shall provide a written update for the Township Provider including a brief description of activity to date, the current status of matters outstanding, what developments are expected during the current quarter and billing information.

9. Severability of Provisions. If any provision of this agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties or to other circumstances.

10. Waiver of Breach. The waiver by the Township of any breach of any term or condition of this agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition of this contract.

11. Discrimination. The provisions of N.J.S.A. 10:2-1 through 10:2-4, inclusive, relating to discrimination in employment on public contracts, and rules and regulations promulgated thereunder, are incorporated into the terms and conditions of Provider's retention and made a part of hereof.

12. Affirmative Action. Attachment A containing the Affirmative Action requirements is incorporated herein.

13. Americans with Disabilities Act. Attachment B containing the Americans with Disabilities Act requirements is incorporated herein.

14. Political Contribution Disclosure. Attachment C containing the requirements for a non-fair and open contract is incorporated herein.

This contract has been awarded to the Provider based on the merits and abilities of the Provider to provide the goods or services as described herein. This contract was not awarded through a “fair and open process” pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the Provider does hereby attest that the Provider, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Township if a member of that political party is serving in an elective public office of the Township when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

15. Conflicts of Interest. During the period of this agreement, the Provider and all entities with which is engaged shall not accept engagements, do work, for any entity, private or governmental, for work or services in the Township which deal with the functioning, operations, grants, studies, litigation, appearances before its bodies and officials, developmental applications or public work which will be considered a conflict with the agreement. As a public entity, the Township cannot
waive a conflict of interest. Provider agrees to notify the Township Attorney immediately if a conflict arises or is discovered during the term of or in the course of performing the services pursuant to this Agreement.

16. Confidentiality. Provider agrees that all reports and conclusions are for the confidential use and information of the Township and that Provider will not disclose the conclusions, in whole or in part, to any person or persons whatsoever.

17. Termination. Either party shall have the right to terminate this Agreement with or without cause upon providing not less than thirty (30) days prior written notice to the other party. This agreement shall be binding on the heirs, successors, and assigns of each party hereto.

18. Notices. All notice given pursuant to this Agreement shall be in writing and delivered by mailing same, by regular mail, lawyers' service or some other method of overnight delivery to the respective parties at the address set forth below:

Bright View Engineering
70 South Orange Avenue, Suite 109
Livingston, NJ 07039
Attn: John Jahr

Township of Montclair
Township Manager’s Office
205 Claremont Avenue
Montclair, New Jersey 07042

Township of Montclair
Township Attorney’s Office
205 Claremont Avenue
Montclair, New Jersey 07042

19. Hold Harmless. The Provider specifically agrees to save and hold the Township harmless from all acts of negligence by the Provider which may arise out of this Agreement. This relationship created by this Agreement is that of an independent contractor. Nothing in this Agreement shall be construed so as to create a partnership or any other employee/employer relationship between the parties. Provider agrees to abide by all requirements contained in the “Local Public Contracts Law,” N.J.S.A. 40:11-1 et seq. and to all Local, State and Federal laws in effect during the term of this Agreement.

20. Insurance. The Provider shall be responsible to maintain all insurance which is required by the laws of the State of New Jersey. The Provider shall maintain professional liability insurance in the amount of at least $1,000,000.00 at all times during the term of this Agreement.

21. Agreement. Provider’s signature on this agreement constitutes acceptance of the foregoing terms and conditions, and if applicable, ratification of those terms and conditions in connection with work already performed. This agreement constitutes the entire understanding concerning the Township’s engagement of Provider and cannot be modified except in a writing signed by both parties.

22. Additional Provisions. ☐ None ☐ Attached
IN WITNESS WHEREOF, the parties have signed and sealed this agreement on the dates set forth below.

BRIGHT VIEW ENGINEERING

[Witness signature]

JOSEPH A. FISCHINGER JR.,
Notary Public, State of New Jersey
Comm. # 50192262
My Commission Expires 4/18/2027

TOWNSHIP OF MONTCLAIR

[Notary Public signature]

BAERTSCH, Acting Township Manager

ATTEST:

ANGELESE BERMUDEZ NIEVES, Township Clerk
Re: Request for Proposal for Lackawanna Plaza Redevelopment Plan Traffic Study

Montclair Township, Essex County, New Jersey

Project No.: 232411

Dear Ms. Talley:

Consistent with your December 7, 2022 request for proposals and December 15, 2022 follow-up request, Bright View Engineering (BVE) has prepared this scope of services to perform a traffic study for the Lackawanna Plaza Redevelopment Plan and surrounding area that is currently being considered by the Montclair Township Planning Board. As you are aware, there have been significant changes to the Bloomfield Avenue corridor recently which necessitate an updated traffic analysis to determine traffic impacts associated with the implementation of the redevelopment plan and identify if improvements are required to accommodate the development contemplated.

This proposal has been prepared to provide the required efforts to complete an independent traffic study for the Redevelopment Plan. While information from the previous studies will be utilized for reference, BVE will perform an independent assessment of the traffic impacts associated with the proposed redevelopment plan, performing new traffic counts, developing a new analysis model and developing our own conclusions and identified impacts.
To complete the required efforts, BVE proposes the following scope of work:

**Task 1 – Review of Previous Studies and Data Collection Efforts**

This task includes collating previous work efforts completed by the various consultants associated with previous iterations of the Lackawanna Plaza project, the recent reconstruction of Bloomfield Avenue, and other recent developments proximate to the Lackawanna Plaza site. This will include the various traffic studies prepared as part of the 2018 site plan application as well as the recent 2022 counts and studies prepared in anticipation of the redevelopment plan. Traffic counts conducted for traffic studies for other developments in the area will also be reviewed as appropriate. Also, as part of this effort, BVE will contact Essex County Engineering to obtain historical counts, final signal plans and timings for Bloomfield Avenue within the study area. The adjacent municipalities will also be contacted to determine any planned / pending projects that should be considered as part of the traffic study being prepared.

**Task 2 – Traffic Data Collection**

Consistent with the request for proposals, BVE will collect new traffic count data at the following locations:

- Bloomfield Avenue (CR 506) & Grove Street (CR 623) / Elm Street (CR 668)
- Bloomfield Avenue (CR 506) & Lackawanna Avenue / Gates Avenue
- Bloomfield Avenue (CR 506) & South Willow Street / North Willow Street
- Glenridge Avenue & Pine Street
- Glenridge Avenue & Clover Hill Road
- Grove Street (CR 623) & Glenridge Avenue
- Grove Street (CR 623) & Claremont Avenue
- Glenridge Avenue & Greenwood Avenue
- Glenridge Avenue & Lackawanna Plaza
- Glenridge Avenue & South Willow Street / North Willow Street
- Glenridge Avenue & Forest Street
- Union Avenue / Washington Street & Elm Street
- Gates Avenue & Hawthorne Street

At each location, count data will be collected from 7:00 AM to 9:00 AM and from 2:00 PM to 6:00 PM during a mid-week weekday when schools are in regular session and on Saturday from 10:00 AM to 2:00 PM. Count data will be separated into 15 minute intervals and will be classified by cars, trucks, and buses. Pedestrians by crossing and bicycles by crossing and turning movement will also be counted. Counts at all locations will be conducted simultaneously using portable digital video cameras. The count data will be summarized to identify the weekday morning, weekday evening, and Saturday mid-day peak hours for use in subsequent analysis.
**Task 3 – Determination of Existing Conditions**

To establish updated existing conditions for the locations identified in Task 2 above, BVE will prepare a Synchro model for the study area for the weekday morning, weekday evening, and Saturday mid-day peak hours. The Synchro model will utilize the lane geometries and signal timings obtained from Essex County and will be field verified by this office. This analysis will establish the existing delays and levels of service for the study area and will be used to calibrate the synchro model for use in future scenarios.

**Task 4 – Determination of Future No Build Conditions**

To predict traffic conditions into the future for the study area, the volumes in the Synchro models will be modified to include a background traffic growth rate to account for regional development in the area and traffic from uses which are planned/approved but not in operation. In addition to the developments specifically identified in the RFP, BVE will contact adjacent municipalities to identify other planned projects in the area that may contribute to traffic within the study area. This analysis will result in the future conditions ‘no build’ model, which will identify the anticipated future conditions within the study area without the Lackawanna Plaza redevelopment.

Previous studies for Lackawanna Plaza included an ‘as of right’ analysis which adds traffic to the network associated with re-occupation of the site with the previously permitted uses. BVE will discuss with township staff if the addition of this traffic to the no-build condition is appropriate and prepare the no build volumes accordingly.

**Task 5 – Trip Generation for the Proposed Redevelopment Plan**

Prior to starting trip generation estimates for the project, BVE will confer with Montclair Township staff to identify any additional information (such as the percentage of restaurants proposed in the retail space) that will be necessary to calculate the required trip generation estimates. Once completed, BVE will utilize the proposed development plan and the Institute of Transportation Engineers (ITE) 11th Edition Trip Generation Manual to estimate the trips associated with the proposed redevelopment. This will include estimates for the weekday morning, weekday evening, and Saturday mid-day peak hour. Trip distribution for the study area will be determined based on a gravity model for the area combined with the location of major roadways and mass transit opportunities. This calculation will result in a set of site generated trip calculations with will estimate the number of additional trips at each of the study locations associated with the proposed redevelopment.
Task 6 – Determination of Future Build Conditions

BVE will take the site generated trips calculated in Task 5 above and add them to the no build traffic model prepared in Task 4 to determine the full build traffic volumes for the study area for each of the three study time periods. Changes to the roadway and access system triggered by the project will also be reflected in the full build traffic model. The resulting full build levels of service will be reviewed and locations which experience marginal for failing levels of service will be identified.

Task 7 – Identification of Potential Improvements

For the locations where improvements are required, BVE will propose potential roadway / traffic signal improvements. We will prepare concept level improvement sketches that will illustrate the intent of any improvements and identify preliminary cost estimates for the work required.

Task 8 – Report of Findings

The efforts detailed in the tasks above will be detailed in a report of findings. An initial draft of the report will be provided to Township staff for their review and comment. Upon receipt and resolution of any comments received, BVE will issue a final report of findings which will detail the methodology utilized for the analysis and discuss any identified improvements to the study area.

Task 9 – Meetings

Consistent with the requirements of the RFP, this task assumes attendance at up to three meetings throughout the course of the project. We anticipate this will include a kickoff meeting shortly after notice to proceed to review available background information for the project; a progress meeting to discuss the preliminary report; and attendance at a Planning Board meeting (most likely January 23rd) to present BVE’s findings on the project.
Schedule

BVE understands that this is project must be completed under a compressed timeline as the Planning Board must provide its comments to Governing Body by February 4, 2023. With this in mind, BVE will start work gathering the required background information and preparing the base Synchro traffic model immediately upon notice to proceed. Traffic counts will be scheduled for Wednesday, January 4th and/or Thursday, January 5th and Saturday, January 7th to obtain counts after the holiday season as soon as schools are back in session, however this schedule may require adjustment based on weather conditions. Due to the size of the study area and compressed timeframe, we have added expedited count processing to reduce the time needed to process the count data. Once counts are collected, we anticipate providing a draft report to the planning board within two weeks. Assuming counts can be conducted January 4th / 5th & 7th, that translates to a draft report to the board on or about January 20th. This will permit the report to be available for consideration by the board at the January 23rd Planning Board meeting so the conclusions can be considered prior to the Board’s deliberation and vote on the comments the Board will be providing to the Town Council by the February 4th deadline.

Cost

We anticipate the cost of the above services not to exceed the following limits by task:

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Task 1 – Review of Previous Studies and Data Collection Efforts</td>
<td>$5,220.00</td>
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<tr>
<td>Task 2 – Traffic Data Collection</td>
<td>$10,560.00</td>
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<td>Task 3 – Determination of Existing Conditions</td>
<td>$15,440.00</td>
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<td>Task 4 – Determination of Future No Build Conditions</td>
<td>$11,200.00</td>
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<td>Task 5 – Trip Generation for the Proposed Redevelopment Plan</td>
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<td>Task 6 – Determination of Future Build Conditions</td>
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<td>Task 7 – Identification of Potential Improvements</td>
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<td>Task 8 – Report of Findings</td>
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<td>Task 9 – Meetings</td>
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Expenses

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<td><strong>GRAND TOTAL</strong></td>
<td><strong>$116,570.00</strong></td>
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Efforts will be billed at our standard rates as detailed in our recent on call submission to the Township (copy attached). An hourly breakdown is also attached.
**Assumptions / Exclusions**

Please note this proposal includes the following assumptions / exclusions:

1. Notice to Proceed must be received by Monday, January 2, 2023, for traffic counts to be conducted starting January 4th. Any delays in notice to proceed will cause delays in the overall schedule.
2. Counts are weather dependent and inclement weather will cause a delay in the overall schedule.
3. Since count equipment must be installed prior to the start of the count period, if counts are to be cancelled due to weather, notice of the cancellation must be provided 48 hours prior to the start of data collection. If counts are cancelled with less than 48 hours notice, an additional fee to redeploy the equipment will apply.
4. Meetings are limited to those specified in the scope of work. Additional meetings will be considered extra work.
5. Report preparation is limited to resolution of one set of comments. Multiple rounds of revisions will be considered extra work.

Thank you for the opportunity to assist the Township with their traffic engineering needs. If you have any questions or require any additional information, please feel free to contact me at 908-421-4674 or via email at JFishinger@BVEngr.com.

Sincerely,
Bright View Engineering

[Signature]
Joseph A. Fishinger, Jr., PE, PP
Director of Traffic Engineering
2023 RATE SCHEDULE
TECHNICAL STAFF RATES

Our professionals provide consulting services in the following disciplines at the hourly rate listed below:

<table>
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<th>Engineering Services</th>
<th>Other Technical Services</th>
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<tr>
<td>Civil</td>
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<td>Construction Administration</td>
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BILLING TITLES                  | HOURLY RATES  
Principal.......................................................170.00
Senior Technical Director.......170.00
Senior Project Professional...160.00
Senior Project Manager.........155.00
Project Professional........150.00
Technical Director...............145.00
Project Manager................145.00
Senior Project Specialist....140.00
Senior Technical Professional..135.00
Senior Specialist ................130.00
Technical Professional ........125.00
Senior Specialist ................120.00
Technical Specialist ...........120.00
Specialist..............................115.00
Senior Data Technician ..........110.00
Senior Technical Assistant ......105.00
Technical Assistant...............100.00
Data / Field Technician..........95.00
Survey Crew – 2 Man ..............185.00
Survey Crew – 1 Man ..............155.00
Expert...........................................255.00
Sr. LSRP.................................230.00
LSRP...........................................195.00

REIMBURSABLE EXPENSES

| Expense Description               | Rate  
General Expenses.................................Cost + 15%
Travel (Hotel, Airfare, Meals)...............Cost + 10%
Sub-Consultants/Sub-Contractors ..................Cost + 10%
Mileage Reimbursement* .........................0.58 / Per Mile
Plotting...........................................2.50 / Each
Computer Mylars / Color Plots ..............50.00 / Each
Photo Copies....................................0.15 / Each
Color Photo Copies............................0.25 / Each
Document Binding..............................2.00 / Each
Compact Disk CD/DVD..........................25.00 / Each
Exhibit Lamination (24" x 36" or larger) ..Cost + 15%

* Mileage reimbursement subject to change based upon IRS standard mileage rate.

RATES ARE EFFECTIVE THROUGH DECEMBER 31, 2023

Montclair Township
RFP-Lackawanna Plaza Redevelopment Plan Traffic Study
Project No.: 232411
Updated December 16, 2022
Page 7 of 7
<table>
<thead>
<tr>
<th>Task Description</th>
<th>Director $</th>
<th>Sr Proj. Mgr $</th>
<th>Sr Proj. Spc. $</th>
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<td>Task 8 - Report of Findings</td>
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<td>140</td>
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</tr>
<tr>
<td>Task 9 - Meetings</td>
<td>30</td>
<td>6</td>
<td>12</td>
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<td>48</td>
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<tr>
<td>Total Hours</td>
<td>168</td>
<td>88</td>
<td>212</td>
<td>238</td>
<td>72</td>
<td>778</td>
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<tr>
<td>Loaded Labor</td>
<td>$ 28,560.00</td>
<td>$ 13,640.00</td>
<td>$ 29,680.00</td>
<td>$ 29,750.00</td>
<td>$ 8,640.00</td>
<td>$ 110,270.00</td>
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Expenses:
- Count Processing $ 4,500.00
- Count Expedited Processing Fee $ 1,500.00
- Mileage $ 300.00
- Total Expenses $ 6,300.00
- Grand Total $ 116,570.00