
February 22, 2021
Via Email (tbanker@caldwell-nj.com)

Borough of Caldwell
1 Provost Square
Caldwell NJ 07006

Attn: Thomas Banker, Administrator

**RE: Proposal for Traffic Engineering Services
Traffic, Parking & Pedestrians
Master Plan Recommendations
Bloomfield Avenue Corridor
Borough of Caldwell, Essex County**

Dear Tom:

Dynamic Traffic is pleased to provide you with this proposal for traffic engineering services associated with traffic, parking and pedestrian master plan recommendations along the Bloomfield Avenue corridor and surrounding roads. As we understand it, the Borough has recently adopted the Downtown Caldwell Redevelopment Plan and is focused on evaluating the traffic situation and problematic intersections along the Bloomfield Avenue corridor including such aspects as the offset intersections, turning vehicles, vehicle speeds, through traffic, and parallel parking maneuvers.

Regarding parking, the Borough is focused on evaluating the on-street parallel parking along Bloomfield Avenue and the ability to improve and increase the parking supply in other public parking areas (primarily located behind the Bloomfield Avenue storefronts). Wayfinding signage, parking lot branding along with improving the connectivity, visibility and overall pedestrian experience to/from the parking lots is critical to achieving a successful shift in the parking practices and locations. Additionally, the Borough is focused on pedestrian safety aspects including crossing locations, crossing distances, sight lines, sidewalk widths, sidewalk/corner extensions, as well as the pedestrian connectivity and experience to/from public parking lots.

Dynamic Traffic has extensive experience working with municipalities on similar projects and are cognizant of the challenges and concerns of changing the status quo by recommending various traffic calming measures and revisions to the parking situation. We will bring a fresh set of eyes to the issues and look forward to working closely with the administration and the traffic safety department to improve the vehicular and pedestrian safety along the Bloomfield Avenue corridor. I am confident that my experience growing up in the neighboring town and routinely driving Bloomfield Avenue for years will get us off to a quick start and will provide the additional insight needed to deliver the desired project results.

To that end, we are pleased to provide the following scope of work:

Section 1: Traffic, Parking & Pedestrians - Planning Level Recommendations:

- **Traffic Evaluation:** Dynamic Traffic will conduct a traffic evaluation of the conditions along Bloomfield Avenue. The evaluation will include the traffic destined to the downtown as well as the “through” traffic which simply passes through downtown. Each intersection will be evaluated with regard to overall geometry, connectivity and access to/from Bloomfield Avenue, adjacent intersections/offset conditions, safety of turning movements, sight lines, and pedestrian crossing conditions. We intend to work closely with Borough administration and the police department in order to understand the magnitude of the traffic, the turning movements at the key intersections, the distribution of traffic and primary access points to/from Bloomfield Avenue.

This evaluation will consider the cross section and function of Bloomfield Avenue (including the number of lanes, width of lanes, designation of lanes, availability of on-street parking, provision of bus stops, intersection corner geometry, etc.). The design, geometry and connectivity of critical intersections will also be evaluated to determine the effects of converting roadways to one-way, elimination of connections to Bloomfield Avenue and/or providing new connections/intersections to Bloomfield Avenue. The potential effects of the redistribution of traffic on the adjacent roadways will be identified and evaluated.

Traffic calming and pedestrian safety aspects will also be considered. Traffic calming/safety improvements routinely take the form of removal/redesignation of travel lanes, intersection/curb extensions, removal/modifications to roadway connectivity, and signing and striping adjustments. These traffic calming treatments will be evaluated against the guidelines set forth in the AASHTO design manual, the Manual on Uniform Traffic Control Devices (MUTCD), Essex County standards and industry standard best practices.

It is envisioned that the traffic evaluation will include the limits of Bloomfield Avenue within the Borough with a primary focus on the downtown core area between Forest Avenue and Central Avenue. The critical intersections include (but are not specifically limited to) the following:

- Forest Avenue
 - Roseland Avenue
 - Offset intersections between Smull Avenue and Gould Place
 - Academy Road
 - Central Avenue
 - Espy Road
- **Parking Evaluation:** Dynamic Traffic will conduct a parking evaluation of the on-street and off-street parking locations which support the Bloomfield Avenue corridor. The evaluation will include a general summary of the location, supply, and demand of the various parking locations. We intend to work closely with the Borough to understand the opportunities regarding the possibility of adjusting/removing the on-street parking spaces as well as the Borough’s ability to improve/expand the off-street parking lots. The provision of on-street parking is typically a focal point for the retailers so striking the proper balance of parking, loading, and streetscape amenities is critical. The visibility and connectivity of the off-street parking lots will also be evaluated. The key to utilization of off-street parking lots is effective wayfinding, visibility to the main street, and enhanced pedestrian connectivity to/from the lot. The news article entitled “Love You Lots: Caldwell’s Vast Parking Options” printed in June of last year is a great example of a way to make residents aware of the numerous parking options.

- **Pedestrian Evaluation:** Dynamic Traffic will conduct a pedestrian evaluation of the Bloomfield Avenue corridor as well as the side streets which provide access to the off-street parking lots. The evaluation will include a general summary of the condition of existing sidewalks including sidewalk width, ADA accessibility, accommodations at traffic signals, crossing distances, and sight lines. We understand the Borough's desire to increase and improve the utilization of the sidewalk space for outdoor dining and additional usable space for the retailers. The provision of more sidewalk space as well as intersection corner treatments/extensions will be a focus as will the provision of an aesthetically pleasing connection from Bloomfield Avenue to the off-street parking locations which may be located along the side streets.
- **Concept Improvement Plan:** Successful presentation of the improvement ideas to the township and the public is rooted in the ability to graphically display the improvements and images in a clear concise format. The recommendations will be graphically illustrated in a Concept Improvement Plan which clearly communicates the intent of the design. This plan is intended to demonstrate the potential improvements for discussion and concurrence purposes and is not intended to be a design plan suitable for construction.

OPTIONAL DESIGN SERVICES – ARTERIAL, LLC

We routinely partner with Arterial, LLC to assist us in the design of the pedestrian experience. Arterial is a Montclair-based Street Design Studio located on Bloomfield Avenue. This location gives Arterial a unique understanding and familiarity with Bloomfield Avenue and Downtown Caldwell. Arterial has extensive experience working with and for Essex County Engineering on street design improvements. Examples of Arterial's work can be seen near-by including South Park Street and Wellmont Theater improvements (under construction) in Montclair, Stuyvesant Avenue in Union and Broad Street in Bloomfield. We would recommend including Arterial on the design team to assist with the overall vision of the project, identification of design element recommendations and communicate the design ideas to the stakeholder and the public.

Section 2: Meetings, Consultations and Correspondence

The intensity, methods and frequency of communications required for a project varies from client to client and project to project, but is essential to expediting the project successfully. We anticipate communication with the Borough in the following forms:

- Correspondence and coordination with the Borough
- Preparation and attendance at project team meetings (public meetings and meetings with outside agencies are not included)

We envision a series of meetings with the Township and the Borough professionals/stakeholders. Preparation for and attendance at up to four (4) meetings would be included in this proposal.

- Initial kick-off meeting
- Design workshop/ charrette tabletop meeting (2)
- Presentation to Mayor and Council

Section 3: Detailed Analysis of Master Plan Improvements (FUTURE WORK PHASE)

This section is provided for information purposes only at this time as the detailed analysis of the master plan improvements cannot be completed until the Planning Level Recommendations have been identified and the and conceptually agreed upon. This detailed analysis would include specific traffic volume recordings, redistribution of traffic, intersection and corridor level of service analysis, parking demand recordings, pedestrian volume recordings, etc. We envision utilizing Streetlight Data systems which provides transportation metrics using smartphones as sensors. Utilization of big data for mobility

will minimize the amount of traditional data that needs to be collected (*especially considering the current impact on typical traffic, parking and pedestrian conditions caused by the protocols in place due to the COVID-19 pandemic*). We would utilize the Streetlight data to conduct the analyses which would be suitable for presentation to Essex County.

Section 4: Reimbursable Expenses

Reimbursable costs and expenses incurred by Dynamic Traffic, LLC in connection with the work outlined in this proposal including but not limited to postage, travel expenses, printing and mileage will be invoiced in accordance with Dynamic Traffic's *Professional Services Rate Schedule* attached.

SUMMARY OF SERVICES

Section 1: Traffic & Parking – Planning Level Recommendations	\$25,000
• Traffic, Parking, Pedestrian Evaluation	
Optional Design Services - Arterial, LLC	\$15,000
Section 2: Meetings, Consultations and Correspondence	\$6,000
Section 3: Detailed Analysis of Master Plan Improvements	<i>Scope and Fee to be identified upon completion of Sections 1&2</i>
Section 4: Reimbursable Expenses	\$1,500

This proposal is limited to the scope of services specifically defined above and does not include any other services or reimbursable expenses not specifically identified herein. Through the course of conduct of our services there may be instances that additional work beyond the above scope is requested or required (e.g., responding to review comments, attendance at meetings, conference calls, preparation for expert testimony, etc.) These additional services will be performed and invoiced per the rate schedule in effect at that time. The request or direction of the client, project's attorney, project's engineer/architect, or project manager/coordinator shall be deemed as authorization to commence additional work. Supplemental proposals will not be issued prior to the conduct of these additional services unless The Client or their appointed project coordinator specifically requests them.

In order to initiate services please endorse this proposal below and return the following:


- **One (1) copy of the executed document to Dynamic Traffic**

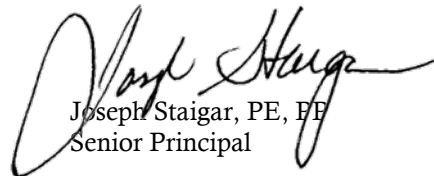
Invoices for services will be generated on a monthly basis and are payable upon receipt. Attached to this proposal are our 'Terms and Conditions', which are incorporated by reference. This proposal shall be valid for ninety (90) days following completion and issuance by Dynamic Traffic, LLC to the client. If not accepted by the client within this time period, it may be subject to modification due to changes in governing agency requirements, fee schedule modifications, etc. This applies to any section of service within this proposal that has not been previously initiated.

We look forward to being a part of this very exciting and transformative project. Please do not hesitate to contact me if you have any questions or comments on the above.

Sincerely,

Dynamic Traffic, LLC


John McCormack, PE, PTOE
Principal


Joseph Staigar, PE, FF
Senior Principal

AUTHORIZED:

Signature Date

Print Name

2021 Rate Schedule

Licensed Professional Engineer – Senior Principal	\$225.00/Hour
Licensed Professional Engineer – Principal	\$200.00/Hour
Licensed Professional Engineer – Project Manager	\$165.00/Hour
Project Manager	\$150.00/Hour
Project Engineer	\$140.00/Hour
CAD Manager	\$125.00/Hour
Senior Design Engineer	\$125.00/Hour
Technical Professional	\$125.00/Hour
Design Engineer	\$105.00/Hour
Project Coordinator	\$105.00/Hour
Senior CAD Designer	\$100.00/Hour
Assistant Project Coordinator	\$ 95.00/Hour
CAD Designer	\$ 90.00/Hour
Senior Administrative Assistant	\$ 80.00/Hour
Administrative Assistant	\$ 75.00/Hour
Traffic Enumerator	\$ 40.00/Hour
Outside (pass-thru) Services	cost + 10%
Postage, Federal Express, UPS, DHL	cost + 10%
Travel (meals, tolls, etc.)	cost + 10%
Paper Black/White Copy/Prints – A Size (8.5”x11”)	\$0.15/Sheet
Paper Black/White Copy/Prints – B Size (11”x17”)	\$0.30/Sheet
Paper Color Copy/Prints – A Size	\$3.00/Sheet
Paper Color Copy/Prints – B Size	\$5.50/Sheet
Paper Plots and Printing – B Sheet	\$2.00/Sheet
Paper Plots and Printing – C Sheet (18”x24”)	\$2.75/Sheet
Paper Plots and Printing - D Sheet (24”x36”)	\$3.50/Sheet
Paper Plots and Printing - E Sheet (30”x42”)	\$4.00/Sheet
Signed/Sealed Plots – C Sheet	\$4.00/Sheet
Signed/Sealed Plots – D Sheet	\$4.50/Sheet
Signed/Sealed Plots – E Sheet	\$5.00/Sheet
Mylar Plots	\$5.75/Sq. Ft.
Color Plots – D Sheet	\$30.00/Sheet
Color Plots – E Sheet	\$40.00/Sheet
Exhibit Mounting – D Size	\$75.00/Board
Exhibit Mounting – E Size	\$100.00/Board
Reports (Size ¼” – ¾”)	\$10.00 - \$20.00
Reports (Size 1” – 2”)	\$25.00 - \$50.00
Notary Public Services	\$10.00
High Resolution Aerial Imagery	\$95.00/Image
Digital Signatures (Initial)	\$200.00/Each
Digital Signatures (Each Additional)	\$50.00/Each
CD/DVD Preparation	\$30.00/Each
USB - Memory Stick/Thumb Drive	\$40.00/Each
Electronic Document Preparation	\$25 up to the first 5 sheets Plus \$5/Sheet over 5 sheets
Tax Maps	\$35.00/Sheet
FTP Site Usage	\$25.00/Unit
Mileage	As published by the IRS

Professional services for the purposes of litigation matters, court appearances, depositions and attendance at other legal proceedings shall be billed at 1.5 times the above rates.

STANDARD TERMS AND CONDITIONS

1. Professional Responsibility:

The Engineer represents that services described in the scope of services contained in the *Letter Proposal* (submitted with and incorporated as part of these *Standard Terms and Conditions*) shall be performed in a manner consistent with that level of care and skill ordinarily exercised by comparable Professional Engineers under similar circumstances at the time the services are performed. No other representation to the Owner, express or implied, and no warranty or guarantee is included or intended hereunder, or in any report, opinion, document or otherwise. The Engineer does not guarantee approval of any plans submitted for review, nor will the Engineer be responsible for the timeliness of the work or acquisition of applicable approvals. The Owner agrees that it has retained the Engineer for professional services in connection with the preparation of documents or plans for project design purposes or for submission to various jurisdictional entities for review, and it accepts the risk associated with the Project. The Engineer shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and other such requirements in effect as of the date of the execution of this Agreement.

2. Owner and Engineer Responsibility:

The Owner agrees to provide right of entry for personnel and equipment necessary to complete the work. While the Engineer will take reasonable precautions to minimize any damage to the property, it is understood by the Owner that, in the normal course of work, some damage may occur. The Engineer shall be responsible for the correction of any such material damage to the extent it is caused by the Engineer's negligence, omissions or willful conduct, or those of anyone for whom the Engineer is legally responsible.

The Owner agrees to assist the Engineer by placing at the Engineer's disposal any and all information available pertaining to the Project, such that services may be performed in the most efficient fashion, including existing plans, recorded deeds, correspondence, reports, specifications and any other related items. If preparation of a boundary survey is included in the Engineer's scope of services, the Owner will provide to the Engineer a title search of the property which identifies the description and any limitations or objections to the title of property under the letter proposal.

3. Payment Terms:

The executed letter proposal, (attached to these *Standard Terms and Conditions*) shall act as an additional agreement between the Engineer and the Owner for the provision of professional services. The Engineer agrees to perform services and the Owner agrees to pay the Engineer for services, in accordance with the terms of the letter proposal, without regard to the success or time of completion of the Project. Invoices for professional services and expenses incurred shall be generated on a monthly basis, and are due and payable within Fourteen (14) days of receipt. If an invoice becomes delinquent, the Engineer reserves the right to cease all services and pursue all remedies upon three (3) days prior written notice. In the event that the Engineer prevails in a legal action against the Owner for unpaid invoice amounts, the Engineer shall be entitled to recover attorney fees and court costs from Owner. Further, the Owner agrees that all undisputed and unpaid invoice amounts more than thirty (30) days past due, up to and including the time of payment, shall accrue interest at a rate of 1.5% per month.

In the event a retainer is required by the Engineer, the retainer will be applied to the final invoice generated by the Engineer. Any excess amount will be refunded to the Owner, and in no event later than thirty (30) days after the Owner's payment of the final invoice. The billing rates effective during the time services are provided under this agreement and the letter proposal shall only be modified upon written agreement of the Owner and Engineer.

4. Termination:

The Agreement for the Project may be terminated by either party at any time for convenience upon Fourteen (14) days written notice for any or no reason, or immediately upon written notice by either party if the other party becomes insolvent, or is made the subject of bankruptcy, conservatorship, receivership or similar proceedings. In the event of such termination by the Owner, the Engineer shall be compensated for all services performed prior to termination, to include all reimbursable expenses and costs. Upon termination by either party, the Owner's non-exclusive license to use instruments of professional service prepared by the Engineer shall be limited to those instruments of professional service paid for by the Owner. All other non-exclusive licenses shall be deemed terminated.

5. Ownership of Documents:

All reports, field data, notes, calculations, estimates, drawings, documents and other items prepared by the Engineer are instruments of service and shall remain the property of the Engineer. The Owner agrees that all reports and other work furnished to the Owner or its agents, which are not paid for, will be returned upon demand and will not be used by the Owner or its agents for any purpose whatsoever. Items prepared by the Engineer are not intended for re-use by the Owner or for use by the Owner on any other Project. Any electronic media and documents on computer disk prepared by the Engineer are subject to use exclusively in accordance with the written permission of the Engineer and shall remain the sole property of the Engineer. In the event that the Owner uses the property of the Engineer without written permission or in a manner not specifically authorized or contemplated by the Engineer or this Agreement, the Owner does so at its own risk and agrees to defend, indemnify and hold the Engineer harmless from all damages or claims arising from such use.

Owner acknowledges that Engineer possesses knowledge and expertise relating to the scope of services, plans and work to be provided ("Engineer Know-How"), which may include intellectual property rights in certain pre-existing methods, formulas and materials used by Engineer in performing the Services. Nothing in this Agreement is intended to transfer to Owner any rights in the Engineer Know-How, which shall remain the property of the Engineer. To the extent that any Engineer Know-How is included in any plans and work provided, Engineer hereby grants to Owner a perpetual non-exclusive right and license to use and reproduce the Engineer Know-How to the extent reasonably necessary to exercise Owner's rights in and to the Services and work-product provided by Engineer.

6. Revocation of Certification or Statements:

The Engineer shall have the right to revoke any certification, statements or professionally sealed documents or plans, in the event that the Engineer is made aware of any unauthorized or prohibited use by the Owner. The Owner assumes the risk of any damages arising from such unauthorized or prohibited use of the Engineer's property and agrees to defend, indemnify and hold the Engineer harmless from all damages or claims arising from the Engineer's revocation of certifications, statements, and or seals.

7. Assignment:

The Agreement shall be binding upon the parties, their successors and assigns. The Owner shall not assign or transfer this Agreement or any interest herein without the prior written consent of the Engineer. The Engineer may, without the consent of the Owner, assign or transfer this Agreement to any subsidiary or affiliate of the Engineer, or subcontract any portion of the services hereunder, in whole or in part.

8. Exercise of Remedies:

It is agreed by the parties that the exercise by the Engineer of any one or more of the remedies set forth in these *Standard Terms and Conditions* shall create the right of the Engineer to the exercise the same remedy or remedies under any other Agreement with the Owner.

9. Severability:

The provisions of this Agreement shall be severable and, if any provision hereof shall be determined by any court of competent jurisdiction to be invalid, such determination shall not affect or invalidate the remainder hereof.

10. Entire Agreement:

Each party hereto acknowledges its full understanding of this Agreement and the letter proposal, and that there are no verbal promises, understandings or other agreements in connection herewith. All previous negotiations and agreements between the parties are merged into this Agreement and the letter proposal, which, in conjunction, fully and completely express the entire agreement between the parties.

11. Governing Law:

This Agreement and the letter proposal shall be governed by the laws of the State in which the Project is located.

12. Insurance:

The Engineer will furnish appropriate insurance certifications for general and professional liability upon request.

13. Indemnification of Owner:

The Engineer agrees to indemnify and hold the Owner harmless from any and all loss, damages, claims, penalties, causes of action, liabilities and expenses (including, but not limited to, reasonable legal expenses) which may arise or is solely caused by the adjudicated professional negligence of the Engineer, or as a result of the willful misconduct of the Engineer or its Employees with respect to the performance of its services under this Agreement; provided, however, that the foregoing does not in any manner relieve Owner of its obligations under statutory workers' compensation law and other laws regarding employer obligations as to Owner's own employees, and provided Engineer shall not indemnify Indemnitee for such claims caused by the sole negligence or willful misconduct of an Indemnitee.

14. Indemnification of Engineer:

The Owner agrees to indemnify and hold the Engineer harmless from any and all loss, damages, claims, penalties, causes of action, liabilities and expenses (including, but not limited to, reasonable legal expenses) arising out of any injury or damages incurred by the Engineer, or as a result of the injury to or death of any persons, including the Engineer's employees, caused by or resulting from the Owner's own negligence, omissions or willful conduct, or those of anyone for whom the Owner is legally responsible, and except for liability resulting solely from the acts, omissions or negligence of the Engineer, its officers, agents, employees, consultants or subcontractors.

15. Contractor's Insurance:

The Owner shall require the contractor responsible for construction of the work designed by the Engineer to name the Engineer as an additional insured on the contractor's general liability policy.

16. Means and Methods of Construction:

The Engineer is not a guarantor or insurer of the contractor's work. The Engineer shall not be responsible for the means, methods, sequences, or procedures of construction selected by the contractor, the safety

precautions and programs incident to the work of the contractor, or compliance with OSHA or other applicable regulations. The Engineer shall not be responsible for the review or observation of the adequacy of the contractor's safety measures, safety conditions on the site Project or the contractor's means or methods of construction.

17. Non-Exclusivity:

Subject to any conflict of interest, nothing in this Agreement shall prohibit or restrict the Engineer and Owner from contracting with or being engaged in any such capacity in promoting, undertaking, providing services to or in any way being involved with another person, firm or entity.

18. Objections to Invoices:

Any objection which the Owner may have to any invoice issued by the Engineer shall be made in writing and delivered to the Engineer within Fourteen (14) days of receipt by the Owner. Nothing herein shall be deemed to alter the statute of limitations applicable to any claim that may arise under this Agreement or the letter proposal.

19. No Third Party Beneficiaries:

Nothing contained in this Agreement or the letter proposal shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Engineer.

20. No Consequential Damages:

The Engineer shall not be liable to the Owner for any consequential damages incurred due to the fault of the Engineer, regardless of the nature of the fault or whether it was committed by the Engineer, its employees, agents, sub-consultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.