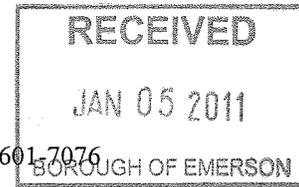




COUNTY OF BERGEN
OFFICE OF THE COUNTY COUNSEL
One Bergen County Plaza, Room 580, Hackensack, NJ 07601-7076
(201) 336-6950 • Fax (201) 336-6966



James X. Sattely, Jr.
Deputy County Counsel

Assistant County Counsel
Kevin Funabashi
John P. Libretti
Janine S. Colletti
Ian C. Doris
Danielle Pasquale
Kelly A. Durkin
Christina A. D'Aloia

January 3, 2011

Borough of Emerson
Municipal Place
Emerson, NJ 07630

Attn: Joseph Scarpa, Borough Administrator

Re: Shared Services Agreement – Kinderkamack Road
Freeholders Resolution 1170-10 adopted December 1, 2010
Municipal Resolution 182-10 adopted September 7, 2010

Dear Mr. Scarpa:

Enclosed please find a fully executed Agreement between the County of Bergen and your firm in reference to the above-captioned matter.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Kevin Funabashi
Assistant County Counsel

Enclosure

cc: Carol Dray, Borough Clerk
Joseph Crifasi, Director of Public Works w/copy
Jennifer H. Kleinman, Clerk to Board of Chosen Freeholders w/copy

Prepared by:

Kevin Funabashi Esq.
Assistant County Counsel - 5th Floor
County of Bergen

SHARED SERVICES AGREEMENT

BETWEEN

THE COUNTY OF BERGEN

AND

BOROUGH OF EMERSON

PROJECT:

*Intersection Improvement and Signalization
Kinderkamack Road & Linwood Avenue
Kinderkamack Road & Ackerman Avenue
Kinderkamack Road & Lincoln Boulevard*

Dated: _____

12-7-10

SHARED SERVICES AGREEMENT

THIS AGREEMENT made this day of , 2010 by and between **COUNTY OF BERGEN**, a body politic and corporate of the State of New Jersey, with administrative offices at One Bergen County Plaza, Room 580, Hackensack, New Jersey 07601-7076, hereinafter referred to as "County"; and **BOROUGH OF EMERSON**, a Municipal Corporation of the State of New Jersey with administrative offices located at Municipal Building, Linwood Avenue, Emerson, New Jersey 07630, hereinafter referred to as the "Municipality."

WITNESSETH

WHEREAS, the County of Bergen ("County") is a body politic and corporate of the State of New Jersey with jurisdiction, pursuant to N.J.S.A. 27:16-1, over County Roads and Culverts in the Municipality; and

WHEREAS, the Township of Emerson ("Municipality") is a Municipal Corporation of the State of New Jersey; and

WHEREAS, the County and the Municipality recognize a need to undertake the design of the intersection improvements and signalization of Kinderkamack Road and Linwood Avenue; Kinderkamack Road and Ackerman Avenue and Kinderkamack Road and Lincoln Boulevard in the Municipality; and

WHEREAS, in order to address the aforesaid need, the Municipality intends to construct a road improvement project in the Municipality, (hereafter "Project"); and

WHEREAS, the Municipality agrees to perform all administration and legal work as set forth herein and construct the improvement; and

WHEREAS, Freeholder Resolution 1449-10 dated October 6, 2010 has authorized support of the Project as set forth therein; and

WHEREAS, the County and the Municipality have agreed that each of the parties shall assume certain responsibilities related to the accomplishment of the Project; and

NOW, THEREFORE, in consideration of the premises, and of the covenants, terms, and conditions hereinafter set forth, the County and the Municipality agree to perform in accordance with the provisions, terms and conditions set forth in this Agreement as follows:

1. PROJECT ADMINISTRATION

A. In order to administrate the Project as simply and efficiently as possible the County and the Municipality agree that the Project shall be designated, for all intents and purposes, as a local governmental project with the Municipality and County as participants.

B. The Municipality will submit final construction plans, specifications and cross sections to the County for the road improvements.

C. The County Engineer shall review and approve the specifications and design drawings prepared by or on behalf of the Municipality.

D. The County shall fund the construction of improvements in accordance with the terms and conditions of the attached Freeholder Resolution which terms and conditions are incorporated into this agreement.

E. The terms and conditions of the Freeholder Resolution authorizing this Project are incorporated herein and, notwithstanding anything to the contrary, shall prevail over any conflicting language.

F. The Municipality shall construct the Project.

2. PROJECT DESCRIPTION: See Freeholder Resolution 1449-10 attached hereto.

3. **PROJECT LOCATION:** See Freeholder Resolution 1449-10 attached hereto.

4. **PROJECT SCOPE AND STANDARDS**

A. This Project includes the improvement authorized by the attached Freeholder Resolution.

B. NJDOT Standards. The Project shall be designed and constructed generally in accordance with all design, construction and right of way acquisition requirements applicable to State construction projects, including, but not limited to, the NJDOT Design Manual and the most current NJDOT Standard Specifications for Road and Bridge Construction.

C. County Standards. To the extent that State standards are inapplicable, then in that event all such specifications, plans and cross sections shall be based upon the County Engineer's design standards.

D. County Engineer's Approval. All proposed improvement designs, plans, specifications and cross sections shall be reviewed and are subject to approval by the County Engineer.

5. **PROJECT BUDGET:** See attached

6. **RESPONSIBILITIES**

A. MUNICIPALITY: The Municipality is solely responsible for the performance and cost of the following:

- (1) Provide the County with individual acquisition maps showing the land to be acquired, together with description of same.
- (2)
 - (a) Acquire any necessary property, slope rights, temporary and permanent construction easements, and rights-of-entry, and convey same to the County.
 - (b) Be responsible for restoration, modification, alteration, removal, and relocation of any appurtenances located within the rights-of-way or easements, including but not limited to landscaping, trees, planters, fences, walls, signs,

building structures, awnings, utility connections, underground storage tanks, monitoring wells, parking lots, etc.

(c) If any structure within and/or adjacent to the proposed right-of-way is not currently in compliance with the High Voltage Proximity Act or would not be in compliance with the High Voltage Proximity Act as measured from the existing and/or proposed, overhead utility line location, the structures shall be relocated so that they will be in compliance with the High Voltage Proximity Act (NJSA 34:6-47.1(b) "High-voltage lines" and NJSA 34:6-4.2. (Prohibited Activity).

- (3) Perform all necessary survey and field work for preliminary road designs, drawings and specifications.
- (4) Prepare final design plans and specifications based on the field survey and the County's preliminary design plans. Documents shall be of a quality suitable for public bidding.
- (5) Perform updated counts of vehicular and pedestrian traffic to the satisfaction of the County.
- (6) Provide uniformed police officers, at the municipality's sole expense, for the maintenance and protection of traffic in accordance with the following:
 - (a) When intersecting roadways cannot be fully closed to traffic during the following construction phases: Installation of underground traffic signal conduit in the intersection; installation of underground stormwater drainage systems in the intersection; installation of new overhead traffic signal hardware or removal of existing traffic signal hardware; performing work within 100' of a signalized intersection; pavement milling operations; final paving operations; and signal "turn-on".
 - (b) When the Chief of Police deems their presence necessary, on any County or Municipal road or signalized intersection within the municipality, either during construction or continued maintenance by the County or the County's contractors.
- (7) Prepare the CAD drawings from information supplied by the County, including but not limited to plans for signage, striping, and electrical.
- (8) Provide continued electrical power for traffic signals.
- (9) Conduct a street lighting survey and provide additional lighting facilities, as indicated by the survey.

- (10) Adopt by ordinance, the necessary traffic regulations which are to be determined based upon the finalized intersection and traffic signal plans. The municipality agrees to submit a certified copy of the ordinance, resolution, and/or regulations to the County.
- (11) Maintain all parking regulatory signs on the County and municipal road approaches to the intersection.
- (12) Own and maintain all sidewalks and any traffic islands. Per state statute, the county is only responsible for road maintenance from curb face to curb face.
- (13) Grant permission to the County to install, maintain and repair portions of the signal equipment located in or adjacent to the intersections.
- (14) The American with Disabilities Act Accessibility Guidelines require public sidewalk curb ramps with truncated domes at curb ramp locations on resurfaced and/or new roads. The municipality agrees to require property owners to maintain the ramps and truncated domes as part of the property owner's sidewalk maintenance obligations. In the event the ramps and truncated domes are on County or municipal property then, in that event, the municipality agrees to be responsible for maintenance.
- (15) If stamped crosswalks are used, pay the difference between textured bituminous concrete surface course (crosswalks) and bituminous concrete surface course.
- (16) Provide to the County the funding necessary to cover any increase costs due to brick paver sidewalk instead of concrete sidewalk.
- (17) Provide to the County the funding necessary to cover the cost of any shade trees. Own and maintain any shade trees placed within the right-of-ways. The County prefers that trees are placed outside of the right-of-way.
- (18) Provide construction funding to the County for the estimated municipal share of construction after the award of a construction contract by the County. Actual municipal share of construction costs will be adjusted at contract close-out and based on actual quantities installed.

B. **COUNTY OF BERGEN**: The County of Bergen is solely responsible for the performance and cost of the following:

- (1) Obtain from the State of New Jersey Department of Transportation, if necessary, the approval for the installation/modification of the traffic control signal at this location. The County reserves the right to alter or adjust the signalization after consulting with the municipal officials.

- (2) Prepare the preliminary plans and specifications for the traffic signal lane configuration, electrical system, underground conduits and foundations, traffic control signals and upon completion of the project, operate and maintain same.
- (3) Approve and reproduce the final design drawings and specifications, advertise for bids, award contracts, and make payment to the contractor all in an approved manner.
- (4) Undertake the construction of the intersection in accordance with the design plans.
- (5) Perform construction management and inspection.
- (6) Place all intersection related traffic signs and pavement markings, including parking regulatory signs on the County and the municipal road approaches to the intersection.
- (7) Maintain all traffic signs and pavement markings on the County road approaches and the municipal road approaches within the limits shown on the plan.
- (8) The County will only install topsoil and grass seed or macadam within the right-of-ways and existing and proposed easements.
- (9) Where sidewalks currently exist and will be reconstructed to accommodate the proposed road improvements, the County will provide 6' wide sidewalks, or, in the alternative, 4' wide sidewalks and a 2' grass median.
- (10) Perform all field stakeouts necessary for construction of this project.
- (11) Prepare "as-built" drawings of the improvements.

7. CHANGE ORDERS

- A. All proposed Change Orders shall be sent to the County Engineer for review.
- B. Change Order Modifications to the Project Scope and/or Project shall be issued in

writing by the Municipal Engineer and copied to the County Engineer.

8. CONTRACT ADMINISTRATION

- A. The Municipality shall award all Project contracts and subcontracts for work free from bribery, graft and other corrupt practices.

B. The Municipality shall award all Project contracts in accordance with the Local Public Contracts Law, N.J.A.C. 40A:11-1 et. seq., and the rules and regulations adopted pursuant thereto, N.J.A.C. 5:30-14.1 et seq. and the Pay to Play Law.

C. The Municipality agrees that it will not enter into a contract for work on the Project with any person debarred, suspended, or disqualified from State contracting.

D. The Municipality, its contractors and subcontractors, shall comply with N.J.S.A. 10:5-31 et seq. and its implementing regulations at N.J.A.C. 17:27-1.1 et seq, and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-2000d-4).

9. DISBURSEMENT'S & CREDITS

A. The Municipality shall provide cost documentation satisfactory to the County certifying that the project costs have or will be incurred and make periodic requisitions for work completed.

B. Upon satisfactory inspection of the Work, the County shall forthwith authorize the disbursement of funds to the Municipality. All County funds shall be disbursed to the Municipality.

10. TORT CLAIMS ACT

Subject to the provisions of the Tort Claims Act, N.J.S.A. 59:1-1 et seq., the Municipality and the County will each be responsible for personal injuries and property damage caused by its own negligent actions or those of their respective employees or agents that arise out of this Agreement. Neither party shall be deemed an employee or agent of the other party for purposes of this Section. Any claim for such personal injury or property damage must be filed in accordance with N.J.S.A. 59:8-1 et seq.

11. RISK OF LOSS.

A. Insurance Policies. The Municipality shall require all contractors working on the Project to maintain policies of commercial general liability and other liability insurance with limits acceptable to the Municipality, covering claims arising out of or claimed to arise out of the work to be in connection with the Project, pursuant to which the Municipality shall be an insured or included as a named or additional insured.

B. Acts of Third Parties. It is understood and agreed that if any third party which is not a party to this Agreement is engaged to perform work for the Municipality, then any act of said third party while utilizing the County's right of way shall for the purposes of this Agreement, be deemed and considered to be an act of the Municipality and the Municipality agrees to accept full responsibility for any such third party.

12. FINANCIAL RECORDS, AUDITING REQUIREMENTS

A. All financial records of the parties, their contractors and subcontractors shall conform to generally accepted accounting principles.

B. The County and the Municipality, their contractors and subcontractors shall provide each other and their authorized representatives with reasonable access to all facilities and premises, and shall provide access to all records, books, documents and papers pertaining to this Agreement and/or the Project for audit, examination, and copying purposes. Such access shall apply during the performance of the Project and for three years after the later of either final payment or audit resolution. The County and the Municipality shall cite this provision in all Project related contracts.

13. REMEDIES

A. In addition to any other rights or remedies available to the County under law, if the Municipality does not comply with any of the requirements of this Project Agreement or if the Municipality makes any material misrepresentation in the Project application and/or the documentation submitted in support of the Project application, the County may take any of the following action:

(1) Issue a written notice of noncompliance directing the Municipality to take and complete corrective action within 30 days of receipt of the notice.

(2) If the Municipality does not take corrective action, or if the corrective action taken is not adequate in the judgment of the County, then the County may:

(i) terminate the Project Agreement

(ii) initiate suit for injunctive relief or to seek specific enforcement, without posting bond, it being acknowledged that any actual or threatened failure to comply will cause irreparable

B. The County is not required to mitigate any damages to the Municipality resulting from the Municipality's noncompliance with the provisions of this Agreement.

14. RESOLUTION OF DISPUTES.

A. Arbitration. Should there arise any disagreement between the parties to this Agreement respecting the meaning and intent of this Agreement or performance of any of its terms or provisions, the parties agree to settle the same by arbitration, before a single arbitrator who is a retired Bergen County Superior Court Judge, with such pre-hearing discovery as may be permitted by the arbitrator. The decision of the arbitrator shall be final and the Judgment may be entered upon it in accordance with applicable law in any Court having jurisdiction thereof.

B. Injunctive Relief. Notwithstanding the foregoing, nothing herein shall prevent a party from seeking injunctive relief from in the appropriate division of the Superior Court of New Jersey venued in Bergen County. In the event of litigation, the County and the Municipality, waive whatever rights it may have to trial by jury in order to prevent irreparable harm from occurring that may arise from a breach or threatened breach of this Agreement; however, any damage claim that may be associated therewith shall be exclusively resolved through arbitration in accordance with the preceding paragraph.

15 MISCELLANEOUS

A. Authorization. All parties hereto have the requisite power and authority to enter into this Agreement and it is the intention of the parties to be bound by the terms hereof. The execution and delivery of this Agreement is valid and binding upon the parties hereto and the genuineness of any and all corporate resolutions executed may be assumed to be genuine by the parties in receipt thereof.

B. Cooperation of the Parties. In performing any services pursuant to this Agreement, the performing Parties will act in a reasonably prudent manner to accommodate the common goals of the Parties toward implementation and effectuation of the stated purposes of this Agreement. No Party hereto shall be liable for failure to advise another Party of any adverse impact from action taken hereunder, unless such failure to advise shall be the result of bad faith or willful concealment of an impact actually known to the Party taking the action or omitting to take such action to be substantially adverse to the other Parties. The fact that any act or omission should subsequently be determined to have an adverse impact shall not in itself be evidence of bad faith or willful concealment and the Party bringing an action shall be required to

affirmatively establish, by independent sufficient evidence, that such Party acted in bad faith or willfully concealed an adverse impact of which it had actual knowledge.

C. Assignment. No Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Parties and any such attempted assignment shall be void.

D. Benefit: No Third Party Beneficiaries. This Agreement shall inure to the benefit of the Parties hereto, any Additional Parties as defined above, and their successors and permitted assignees. No other person, corporation, company, partnership or other entity shall be deemed a third party or other beneficiary of this Agreement.

E. Complete Agreement. This Agreement sets forth the entire understanding of the Parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the Parties relating to the subject matter hereof and may not be modified except in a writing executed by all Parties.

F. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

G. Governing Law: Venue: Construction. This Agreement and all amendments hereof shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed therein. The Parties acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this Agreement and that, accordingly, this Agreement shall be construed in accordance with its terms and without regard to or aid of canons requiring construction against the drafting party.

H. Notices. All notices, demands, requests and other communications hereunder shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses (or such other or additional addresses provided by notice to the other Party) or sent by certified or registered mail, postage prepaid with return receipt requested at such addresses; provided if such, demand, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday or day on which United States mail is not delivered:

If to County: County of Bergen
One Bergen County Plaza
Hackensack, NJ 07601
Attention: Bergen County Administrator

With copy to: Office of County Counsel
One Bergen County Plaza
Hackensack, NJ 07601
Attn: County Counsel

If to Municipality:
BOROUGH OF EMERSON
Municipal Building
Linwood Avenue
Emerson, New Jersey 07630

I. No Waiver. The failure of a Party to insist on strict performance of any or all of the terms of this Agreement, or to exercise any right or remedy under this Agreement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

J. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction; such holding shall not invalidate or render unenforceable any other provision hereof.

K. Title and Headings. Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

16. DURATION, CANCELLATION & AMENDMENTS

A. Term. The term of this Agreement shall commence immediately upon execution (as authorized by resolution) by the last (in time) of all parties to this Agreement

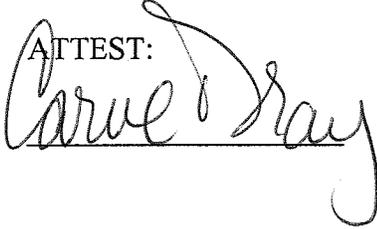
B. Termination. This Agreement will continue in effect on the terms and conditions provided herein and shall continue unless and until: (1) the Project is completed; or (2) the agreement is mutually terminated.

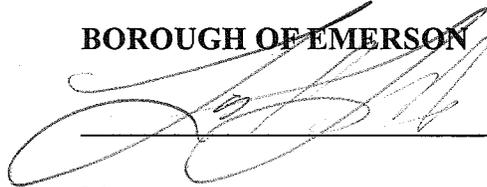
C. Amendments. This Agreement may be amended from time to time by agreement of the parties thereto in the same manner as this Agreement was originally authorized and approved. Amendments to this Agreement shall become effective immediately upon execution (as authorized by resolution) by the last (in time) of all parties to this Agreement.

17. ATTACHMENTS

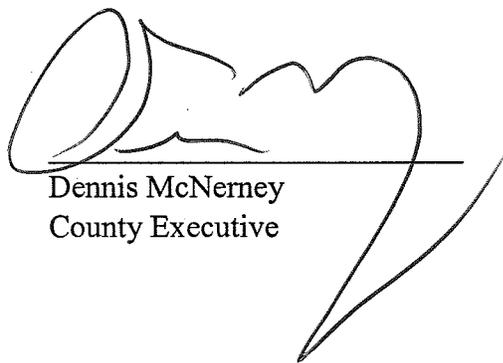
- A. Engineering Plans for the road improvements, which plans shall be subject to mutual modification
- B. Project Budget
- C. Freeholders Resolution 1449-10 dated October 6, 2010
- D. Municipality Resolution No. 182-10 adopted on 9/2/10

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested by their proper corporate officers and their respective seals to be hereto affixed the day and year set forth below.

ATTEST:  DATE 12/1, 2010

BOROUGH OF EMERSON

Mayor

ATTEST:  DATE 12/30, 2010

COUNTY OF BERGEN

Dennis McNerney
County Executive

MUNICIPAL ACKNOWLEDGMENT

STATE OF NEW JERSEY:

: SS

COUNTY OF BERGEN :

I CERTIFY that on _____, 2010, _____ personally came before me and acknowledged under oath, to my satisfaction that this person:

- (a) is named in and personally signed this Agreement;
- (b) signed, sealed and delivered this Agreement as the Municipality's act for and in consideration of mutual obligations and benefits to each party;
- (c) is the Mayor of Emerson; and
- (d) the actual and true consideration paid for this instrument is One (\$1.00) Dollar.

Sworn to and subscribed before me, the date aforesaid

Notary Public - Print name and title below signature

COUNTY ACKNOWLEDGMENT

STATE OF NEW JERSEY:

: SS

COUNTY OF BERGEN :

I CERTIFY that on December 30, 2010, DENNIS MCNERNEY personally came before me and acknowledged under oath, to my satisfaction that this person:

- (a) is named in and personally signed this Agreement;
- (b) signed, sealed and delivered this Agreement as the County's act and deed for and in consideration of mutual obligations and benefits to each party; and;
- (c) is the Executive of the County of Bergen; and
- (d) the actual and true consideration paid for this instrument is One (\$1.00) Dollar.

Sworn to and subscribed before me, the date aforesaid



Notary Public - Print name and title below signature

Kevin Fendrich, Esq.
Attorney at Law



2010

BERGEN COUNTY BOARD OF CHOSEN FREEHOLDERS
RESOLUTION

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
Calabrese	✓			
Driscoll	✓			
Ganz	✓			
Hermansen				✓
Hogan	✓			
McPherson	✓			
Carroll, Chairman	✓			
TOTALS	6	-	-	1

Resolution No. 1449-10
 Date: 10/6/10
 Page 1 of 6
 Department/Division: Public Works/Engineering
 Purpose: Authorize Shared Services Agreement for the Design of the Intersection Improvements and Signalization – Kinderkamack Road & Linwood Ave., Kinderkamack Road & Ackerman Ave., Kinderkamack Rd. & Lincoln Blvd., Borough of Emerson

Offered by: HOGAN
 Seconded by: GANZ
 Approved by: [Signature]

Account No. _____
 Contract No. _____
 Dollar Amount: _____
 Prepared By: JAF:mk

Certified as a true copy of a Resolution adopted by the Board of Chosen Freeholders on above date at the Regular Meeting by: [Signature]

Jennifer H. Kleinman, Acting Clerk, Board of Chosen Freeholders, Bergen County, New Jersey

WHEREAS, an agreement is necessary to delineate the responsibilities of the County and the Borough of Emerson for the improvement and signalization of the intersections of Kinderkamack Road and Linwood Avenue, Kinderkamack Road and Ackerman Avenue, and Kinderkamack Road and Lincoln Boulevard; and

WHEREAS, the Borough of Emerson authorized a Shared Services Agreement via Resolution No. 182-10, a copy of which is attached hereto and made part of this resolution.

NOW, THEREFORE, BE IT RESOLVED, upon the recommendation of the Department of Public Works that the County of Bergen be and is hereby authorized to enter into an agreement with the Borough of Emerson for the design of intersection improvements and resignalization in accordance with the Borough of Emerson's resolution; and

BE IT FURTHER RESOLVED, that upon completion of final plans, specifications, and engineer's cost estimate satisfactory to the Bergen County Department of Public Works, that sufficient construction funding requires authorization by the Board of Chosen Freeholders.

**BOROUGH OF EMERSON
COUNTY OF BERGEN, NEW JERSEY
RESOLUTION** No: 182-10

.....
Subject: Authorize Shared Services Agreement for Intersection Improvement and Signalization – Kinderkamack Road & Linwood, Kinderkamack Road & Ackerman Avenue, Kinderkamack Road & Lincoln Blvd., Borough of Emerson

WHEREAS, an agreement is necessary to delineate the responsibilities of the County and the Borough of Emerson for the improvement and signalization of the intersections of Kinderkamack Road and Linwood Avenue, Kinderkamack Road and Ackerman Avenue, and Kinderkamack Road and Lincoln Boulevard.

NOW, THEREFORE, BE IT RESOLVED, that the Borough of Emerson be and is hereby authorized to enter into an agreement with the County of Bergen with the following conditions:

RESPONSIBILITIES:

A. COUNTY OF BERGEN: The County of Bergen is solely responsible for the performance and cost of the following:

- (1) Obtain from the State of New Jersey Department of Transportation, if necessary, the approval for the installation/modification of the traffic control signal at this location. The County reserves the right to alter or adjust the signalization after consulting with the municipal officials.
- (2) Prepare the preliminary plans and specifications for the traffic signal lane configuration, electrical system, underground conduits and foundations, traffic control signals and upon completion of the project, operate and maintain same.
- (3) Approve and reproduce the final design drawings and specifications, advertise for bids, award contracts, and make payment to the contractor all in an approved manner.
- (4) Undertake the construction of the intersection in accordance with the design plans.
- (5) Perform construction management and inspection.
- (6) Place all intersection related traffic signs and pavement markings, including parking regulatory signs on the County and the municipal road approaches to the intersection.
- (7) Maintain all traffic signs and pavement markings on the County road approaches and the municipal road approaches within the limits shown on the plan.
- (8) The County will only install topsoil and grass seed or macadam within the right-of-ways and existing and proposed easements.

(9) Where sidewalks currently exist and will be reconstructed to accommodate the proposed road improvements, the County will provide 6' wide sidewalks, or, in the alternative, 4' wide sidewalks and a 2' grass median.

(10) Perform all field stakeouts necessary for construction of this project.

(11) Prepare "as-built" drawings of the improvements.

B. MUNICIPALITY: The Borough is solely responsible for the performance and cost of the following:

(1) Provide the County with individual acquisition maps showing the land to be acquired, together with description of same.

(2)

(a) Acquire any necessary property, slope rights, temporary and permanent construction easements, and rights-of-entry, and convey same to the County.

(b) Be responsible for restoration, modification, alteration, removal, and relocation of any appurtenances located within the rights-of-way or easements, including but not limited to landscaping, trees, planters, fences, walls, signs, building structures, awnings, utility connections, underground storage tanks, monitoring wells, parking lots, etc.

(c) If any structure within/and or adjacent to the proposed right-of-way is not currently in compliance with the High Voltage Proximity Act or would not be in compliance with the High Voltage Proximity Act as measured from the existing and/or proposed, overhead utility line location, the structures shall be relocated so that they will be in compliance with the High Voltage Proximity Act (NJSA 34:6-47.1(b) "High-voltage lines" and NJSA 34:6- 4.2. (Prohibited Activity).

(3) Perform all necessary survey and field work for preliminary road designs, drawings and specifications.

(4) Prepare final design plans and specifications based on the field survey and the County's preliminary design plans. Documents shall be of a quality suitable for public bidding.

(5) Perform updated counts of vehicular and pedestrian traffic to the satisfaction of the County.

(6) Provide uniformed police officers, at the municipality's sole expense, for the maintenance and protection of traffic in accordance with the following:

(a) When intersecting roadways cannot be fully closed to traffic during the following construction phases: Installation of underground traffic signal conduit in the intersection; installation of underground storm water drainage systems in the intersection; installation of new overhead traffic signal hardware or removal of existing traffic signal hardware; performing work within 100' of a signalized intersection; pavement milling operations; final paving operations; and signal "turn-on".

(b) When the Chief of Police deems their presence necessary, on any County or Municipal road or signalized intersection within the municipality, either during construction or continued maintenance by the County or the County's contractors.

(7) Prepare the CAD drawings from information supplied by the County, including but not limited to plans for signage, striping, and electrical. Provide continued electrical power for traffic signals.

(8) Provide continued electrical power for traffic signals.

(9) Conduct a street lighting survey and provide additional lighting facilities, as indicated by the survey.

(10) Adopt by ordinance, the necessary traffic regulations which are to be determined based upon the finalized intersection and traffic signal plans. The municipality agrees to submit a certified copy of the ordinance, resolution, and/or regulations to the County.

(11) Maintain all parking regulatory signs on the County and municipal road approaches to the intersection.

(12) Own and maintain all sidewalks and any traffic islands. Per state statute, the county is only responsible for road maintenance from curb face to curb face.

(13) Grant permission to the County to install, maintain and repair portions of the signal equipment located in or adjacent to the intersections.

(14) The American with Disabilities Act Accessibility Guidelines require public sidewalk curb ramps with truncated domes at curb ramp locations on resurfaced and/or new roads. The municipality agrees to require property owners to maintain the ramps and truncated domes as part of the property owner's sidewalk maintenance obligations. In the event the ramps and truncated domes are on County or municipal property then, in that event, the municipality agrees to be responsible for maintenance.

(15) If stamped crosswalks are used, pay the difference between textured bituminous concrete surface course (crosswalks) and bituminous concrete surface course.

(16) Provide to the County the funding necessary to cover any increase costs due to brick paver sidewalk instead of concrete sidewalk.

(17) Provide to the County the funding necessary to cover the cost of any shade trees. Own and maintain any shade trees placed within the right-of-ways. The County prefers that trees are placed outside of the right-of-way.

(18) Provide construction funding to the County for the estimated municipal share of construction work after the award of a construction contract by the County. Actual municipal share of construction costs will be adjusted at contract close-out and based on actual quantities installed.

BE IT FURTHER RESOLVED, that this agreement is contingent upon receipt of a concurring resolution from the County of Bergen.

COUNCIL	MOVED	SECOND RD	AYES	NAYS	ABSENT	ABSTAIN
Browne	X		X			
Walters			X			
DiPaola						X
Lazar		X	X			
Hoffman			X			
Shaw					X	

I hereby certify that the above Resolution was duly adopted by the Borough of Emerson at a meeting held on September 7, 2010.

Attest:

Carol Dray
Municipal Clerk

