



Meadowlands Transportation Brokerage Corporation

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ezride.org

EZ Speed Study Program

Application

A dynamic speed display and data collection device (**Equipment**) is made available, free of charge, to schools and municipal governments within Bergen, Essex, Monmouth, Passaic, and Union Counties, (**Borrower**), on a temporary basis. The Equipment may be utilized for either (a) motorist awareness/display use only, or (b) a speed study. Data collected during a speed study includes traffic volumes, speeds traveled, day of week and time of day. Upon receipt of a completed speed study request form and certificate of insurance, EZ Ride will work with Borrower to schedule and conduct a full analysis of the data collected and provide a short summary report.

Program Intent

The intent of this program is two-fold.

- First, the device provides a "Your Speed Is... miles per hour" display, which has been shown to slow traffic and increase pedestrian safety.
- The second intent of the program is to collect and analyze data so it can be used as:
 - objective evidence for public meetings and reports
 - support for grant applications for pedestrian safety improvements
 - a tool for local pedestrian safety campaigns

In order to obtain the most useful data about vehicle speeds, the device is first installed for one week with the display turned off. In this "stealth" mode, the device records speed data. This data collection allows EZ Ride to make more accurate conclusions about typical speeds at the location and any effect that the device has on vehicle speeds. The device is then programmed to "display" mode the second week, where motorists will be able to see their travel speed while data is being collected. Data is also collected in "display" mode. If desired, we can move the sign to the other side of the road for the third and fourth week to repeat the study.

Helping People Overcome Transportation Challenges



Equipment for Program Includes

- One Traffic Logix Evolution Radar Speed Display Unit
- Mounting bracket and hardware for the device.

Term

The standard term of a speed study is between fourteen (14) days to twenty-eight (28) days. Upon receiving a completed application and certificate of insurance, the applicant/Borrower will be added to the request queue.

Placement Conditions

- The Equipment needs to be mounted to a sturdy, upright channel post (the type with holes down the middle). Preference is to place the Equipment under an existing speed limit sign to make it obvious how fast the driver should be traveling.
- The Equipment must be mounted 7-8 feet high from the surface of the paved road. The channel post cannot be in a ditch or shallow area.
- The Equipment should be mounted along a relatively straight stretch of road where there are not any cross streets or busy driveways that could interfere with data recording. Placing the Equipment too close to a cross street will reduce the speed averages as it records the slower speed of turning vehicles.
- The Equipment must be mounted where there is a clear visual field for the radar to detect vehicles and the device is visible to oncoming vehicles. The Equipment may not be placed where obstructions such as tree limbs and other signs on the road will interfere with visibility and radar sensitivity.

Borrower Information:

School/Municipality

Primary Contact Name:

First Name

Last Name

Title/Position

Street Address

City and Zip

Phone Number and extension (if any)

Email

Program Coordinator (if different from above):

First Name Last Name

Title/Position

Street Address

City/State/Zip

Phone Number and extension (if any)

Email

Proposed Location/s for Installation:

Street Name or Number as applicable *

Road Jurisdiction (select one)

Municipal

County*

State*

* If you wish to do a speed study on a State or County road, you must secure written approval and submit with this application.

Direction of Traffic you want to record (select up to two)

North

South

East

West

Please describe the specific need for the device at this location (example, school or park nearby, speeding complaints, short-cut street, bottom of a hill)

Applicant/Borrower Name

Signature

Date

Agreement

for

EZ Speed Study Program

This Agreement is made between Meadowlands Transportation Brokerage Corporation d/b/a **EZ Ride**, a 501(c)(3) non-profit corporation having its office at 144 Park Place East, Wood-Ridge, New Jersey 07075, and the **Borrower** identified below.

Borrower School/Municipality

Street

City

Zip

The parties hereby agree as follows:

1. **Agreement.** EZ Ride agrees to loan to the Borrower, and the Borrower agrees to borrow from EZ Ride, a dynamic speed display and data collection device ("**Equipment**"). Further, EZ Ride agrees to collect data from the Equipment and prepare a Speed Study Report for the Borrower to promote safety.

2. **Term of Agreement.** The Equipment is borrowed from _____ to _____, which will be the effective term of this Agreement.

3. **Installation and Data Collection.** EZ Ride will install the Equipment, monitor its settings, collect data, and change the batteries as needed. The Borrower will provide and install (if not already installed) a suitable square channel post to attach the Equipment in accordance with the "Placement Conditions" outlined in the Application Form. Questions or requests for assistance may be directed to Lisa Lee, Deputy Director, at llee@ezride.org or 201-939-4242 ext. 123.

4. **Payment.** There is no charge for borrowing this Equipment nor for EZ Ride to conduct the speed study and provide its report.

5. **Insurance.** The Borrower shall carry comprehensive, general liability, and property damage insurance covering the Equipment. The limits of liability shall be \$1,000,000, combined single limits. EZ Ride will be named as an additional insured. The Borrower shall provide to EZ Ride a Certificate evidencing this insurance.

6. **Warranties.** EZ Ride makes no warranties or guarantees, either express or implied, without limitation, as to the condition or operation of the Equipment.

7. Assignment. The Agreement is not transferable and may not be assigned by either party, in whole or in part, without the prior written consent of the other party. The Borrower shall not assign, transfer, pledge or lend the Equipment to another party or permit the Equipment or any part thereof to be used by anyone other than the Borrower or its employees. A change of location must be discussed with EZ Ride and agreed in writing.

8. The Borrower's Use of the Equipment. The Borrower will use the Equipment for a public purpose only. The Borrower shall use the Equipment in a careful and proper manner and shall be responsible for complying with and conform to all laws, ordinances and regulations which relate in any manner to the possession, use, or maintenance of the Equipment. The Borrower will not let any other party use or operate the Equipment, except for EZ Ride representatives for the purposes of data collection and adjustment. The Borrower shall not make any alterations or additions to the Equipment, without the prior written consent of EZ Ride.

9. Repairs and the Borrower's Obligation to Pay for Repairs. If the Equipment needs any repair or is damaged while in possession of the Borrower, the Borrower shall contact EZ Ride promptly. The Borrower will not undertake any repairs without EZ Ride's written consent. Repairs, if caused by negligence or misuse of the Equipment while in Borrower's possession, must be paid for by the Borrower. EZ Ride will not be responsible for any lost time or any other damage or costs which the Borrower incurs because the Equipment is down and in need of repair. EZ Ride retains the right to terminate the Agreement rather than repair the Equipment.

10. Risk of Loss. The Borrower hereby assumes and agrees to bear the entire risk of loss and damage to the Equipment from any cause arising from the Borrower's intentional misuse or negligent use of the Equipment. In the event of loss or damage of any kind whatsoever to the Equipment arising from Borrower's intentional misuse or negligent use of the Equipment, the Borrower shall, at EZ Ride's sole option:

- (i) Place the Equipment in good repair, working order or pay to do so, or
- (ii) Replace the Equipment with like property in good repair and working order; or
- (iii) If the Equipment is stolen, destroyed or damaged beyond repair, Borrower agrees to pay EZ Ride in cash the full replacement value, it being understood the full replacement value of the Equipment is \$2,874 for one sign.

11. Indemnity. The Borrower shall indemnify EZ Ride and hold EZ Ride harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees, arising out of, connected with, or resulting from Borrower's use, intentional misuse or negligent use of the Equipment.

12. EZ Ride's Expenses. The Borrower shall pay EZ Ride all costs and expenses, including reasonable attorney's fees, incurred by EZ Ride in exercising any of its rights or remedies hereunder.

13. **Waiver.** No covenant or condition of the Agreement can be waived except by the written consent of the parties. The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or exercise such option.

14. **Entire Agreement.** This instrument constitutes the entire agreement between EZ Ride and the Borrower; and it shall not be amended, altered, or changed except by a written agreement between the Parties. The Parties have read and understand the Agreement fully. It is signed in accordance with New Jersey law by the duly authorized officers of the Borrower and EZ Ride. The undersigned has considered the placement recommendations in Paragraph 5 and attached insurance as instructed in Paragraph 6.

15. **Force Majeure.** Nonperformance of either party under the Agreement shall be excused to the extent and during the period that performance is rendered impossible by strike, fire, flood, hurricane, earthquakes, other natural disaster, governmental acts or orders or restrictions, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party ("**Force Majeure Event**"). The affected party will promptly inform the other party via email upon becoming aware that any Force Majeure Event has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under the Agreement.

16. **Counterparts.** The Agreement may be executed in counterparts and in any format, including electronically delivered versions thereof, each of which shall be deemed to be an original and shall fully bind each party who has executed it, but all such counterparts together shall constitute one and the same agreement.

An authorized representative of each party has caused this Agreement to be duly executed as of the date shown below.

Borrower

EZ Ride

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date