Philip D. Murphy, Governor Sheila Y. Oliver, Lieutenant Governor Diane Gutierrez-Scaccetti, Commissioner Kevin S. Corbett, President & CEO



February 6, 2020

Mr. Richard Amodei Northeast Regional Manager, Principal-in-Charge STV, Inc. 1037 Raymond Boulevard, Suite 200 Newark, New Jersey 07102

Re: NJ TRANSIT Agreement No. 18-003
Purchase Order No. 190034151
Construction Management Services for the
Long Slip Fill and Rail Enhancement Project
Limited Notice to Proceed

Dear Mr. Amodei:

NJ TRANSIT is hereby increasing the Limited Notice to Proceed issued on June 5, 2019, by \$200,000.00 from \$100,000.00 to an amount not to exceed \$300,000.00 and hereby directs STV, Inc. and its sub-consultants to commence the following work required for the Construction Management Services for the Long Slip Fill and Rail Enhancement Project, for an amount not to exceed \$300,000.00:

- Task C1 CM Administration, Pre-Construction Services Constructability Review for GC.02.
- CM shall advise NJ TRANSIT of any constructability or bid-ability problems with the proposed construction specifications and methods for staging the work.
- Task C1 Deliverable: Memo detailing comments on design plans, specifications and schedule.

NJ TRANSIT reserves the right to end or amend the authorization of this Directive at any time and limits this authorization to work actually completed by STV, Inc. and its subconsultants. In the event that NJ TRANSIT Contract No. 18-003 is not executed between NJ TRANSIT and STV, Inc., NJ TRANSIT will terminate this authorization and will permit the STV, Inc. to bill for the negotiated costs incurred for services rendered through the effective date of termination. This authorization will end immediately on the date NJ TRANSIT Contract No. 18-003 is fully executed by STV, Inc. and NJ TRANSIT.

STV, Inc. and its sub-consultants are required to carry and maintain insurance coverage of the types and in the amounts specified in Article 11- Insurance Requirements of the referenced Contract. Said insurance shall be maintained in full force and effect by STV, Inc. and its sub-consultants from the effective date of this Directive until completion of and final payment for the Scope of Services. If STV, Inc. and its sub-consultants shall fail

or refuse to renew its insurance, as necessary, NJ TRANSIT may cancel or refuse to make payment of any further monies due under this Agreement.

Please be advised that payments shall only be made for work which is actually performed and accepted by NJ TRANSIT's Program Manager, James Lutz or his designee. Kindly contact James Lutz at 973-491-8469 for more details, if required.

Should you have any questions regarding this matter, please do not hesitate to contact Ms. Taishida Chapman, Director, Contracts Unit at (973) 491-8476.

Sincerely,

David Cimino

Senior Director, Contracts Unit

CC:

- T. Chapman
- L. Isaac
- J. Lutz
- D. Maine
- K. Moe
- K. Patel
- J. Rush-Gilbert
- N. Valente
- J. Wormeck

AGREEMENT NO. 18-003

BETWEEN

NEW JERSEY TRANSIT CORPORATION

AND

STV INCORPORATED

FOR PROFESSIONAL SERVICES

This Agreement made as of	June 5,	20 <u>19</u> , between
the New Jersey Transit Corporation (hereinafte	er "NJ TRANSIT"), a public instrumo	entality of the State of
New Jersey and STV Incorporated having its prin	ncipal place of business at 1037 Ray	mond Boulevard, Suite
200 Newark, New Jersey 07102 (hereinafter the	e "Consultant").	

WITNESSETH:

WHEREAS, the Board of Directors of NJ TRANSIT, at its meeting of March 03, 2019, authorized the Executive Director to enter into this Agreement ("Agreement" or "Contract") with the Consultant for Construction Management Services for the Long Slip Fill and Rail Enhancement; and

WHEREAS, the said Consultant, for and in consideration of the payments hereinafter specified and agreed to be made by NJ TRANSIT, hereby covenants and agrees to commence and complete the work as follows:

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto covenant and agree with each other as follows:

- CONSULTANT SERVICES: The Consultant, at the direction of NJ TRANSIT, shall provide to NJ TRANSIT services in conformance with the description of services, deliverables, standards of performance, and acceptance criteria set forth in Exhibit A (Scope of Services), annexed hereto and made a part hereof.
- COMPENSATION: This Agreement is a cost-plus fixed fee contract. NJ TRANSIT will, subject to the availability of funds and audits, pay the Consultant for work identified in Exhibit A (Scope

of Services). The Consultant's total costs and fees have been identified as an amount not to exceed \$16,443,810.16 as set forth in Exhibit B (Cost Information), annexed hereto and made part hereof. The costs have been identified as \$6,372,132.38 for direct labor, \$7,899,513.22 for indirect costs, and \$745,000.00 for direct expenses. The fixed fee has been identified as \$1,427,164.56. Payment shall only be made for work that is actually performed and accepted by NJ TRANSIT. The Consultant shall render monthly invoices for direct and indirect charges incurred pursuant to this Agreement no later than two (2) weeks after the end of the month. The invoices shall be detailed in accordance with procedures and formats prescribed by NJ TRANSIT.

Prompt Payment: The Consultant agrees to pay each Subconsultant and Supplier under this Contract for satisfactory performance of completed work under its subcontract no later than ten (10) calendar days from the receipt of each payment the Consultant receives from NJ TRANSIT. The Consultant shall ensure that all lower tier Subconsultants and Suppliers are paid all invoiced amounts that meet all applicable requirements within fifteen (15) calendar days from the time the Subconsultant receives payment from the Consultant.

All costs incurred under this Agreement by the Consultant and approved Subconsultants, including those costs resulting from changes to, modifications of and termination of the Agreement, at a minimum, must be considered allowable and allocable in accordance with the cost principles of Part 31 of the Federal Acquisition Regulations (48 C.F.R., Part 31). The Contracting Officer's determination on the allowability, allocability and reasonableness of incurred costs shall be final and conclusive. The Contracting Officer for NJ TRANSIT shall be the Chief of Procurement & Support Services or his/her designees within NJ TRANSIT's Procurement Department.

Direct labor rates shall be the wages or salaries actually paid to employees, principals or partners directly charging time to the project for work performed as required by Exhibit A (Scope of Services).

Maximum provisional indirect cost rates (e.g. fringes, overhead, G&A, etc.) have been computed by the Consultant for it and its Subconsultants and are considered acceptable by NJ TRANSIT.

The following provisional rates shall be in effect for the duration of the Agreement unless revised as mutually agreed or adjusted as provided below:

Consultant and each Subconsultant	Office Rate	Field Rate
STV INCORPORATED	146.53%	128.74%
NAIK CONSULTING	133.36%	112.73%
TY LIN INTERNATIONAL	162.41%	121.06%
ENVISION CONSULTANTS	118.03%	89.72%
GARG CONSULTING	129.16%	106.47%
DISTRICT ENGINEERING	N/A	N/A

Should the Consultant's or any of its Subconsultant's actual indirect cost rates for their fiscal year be determined to be less than the established maximum provisional indirect cost rates, and should the amount invoiced by and paid to the Consultant exceed those rates for that fiscal year, then the amounts invoiced shall be adjusted downward as compared to the actual indirect cost rate and overpayment amounts including the corresponding fixed fee shall be remitted to NJ TRANSIT.

Direct expenses shall be only those costs which are necessary to accomplish the scope of services and not excludable as direct costs by the Federal Acquisition Regulations or not otherwise compensated under the Consultant's direct labor and indirect cost rates. All direct expense purchases of goods, materials and services made by the Consultant on behalf of NJ TRANSIT shall be competitively procured wherever practicable.

Direct expense compensation for travel, subsistence and lodging costs shall comply with the NJ TRANSIT Travel and Business Reimbursement Guidelines (Exhibit C).

Direct labor rates, hours and costs, indirect labor rates and costs and direct expenses invoiced by the Consultant and paid by NJ TRANSIT are subject to audit and downward adjustment by NJ TRANSIT, in its sole discretion. Any determination of an overpayment by NJ TRANSIT as a result of an audit shall be final and conclusive of the amounts to be refunded. All overpayments shall be reimbursed to NJ TRANSIT within thirty (30) calendar days of notification. Alternatively, NJ TRANSIT may deduct the

overpayment amount from payments owed to the Consultant under this or any other agreement with NJ TRANSIT. No upward adjustments shall be allowed.

Within 180 calendar days after the end of the Consultant's and Subconsultant's fiscal year or for accounting periods of no less than three months should the contract terminate, the Consultant and Subconsultants shall furnish NJ TRANSIT with a Statement of Indirect Labor Costs (Statement of Overhead) attesting that the statement has been prepared in conformity with accounting principles generally accepted in the United States and reflect all adjustments required by Part 31 of the Federal Acquisition Regulations. Such fiscal year or stub period statements must be certified by an independent public accountant. Failure to provide the requisite Statement of Indirect Labor Costs (Statement of Overhead) in a format acceptable to NJ TRANSIT may result in NJ TRANSIT withholding payment of fee and all or a portion of Indirect Labor Costs in an amount determined by NJ TRANSIT.

Interest payable on excess direct labor cost, indirect labor costs (overhead) or any other excess amounts paid to the Consultant by NJ TRANSIT, and not previously remitted to NJ TRANSIT within thirty (30) calendar days of notification by NJ TRANSIT, shall accrue at the prime rate as established by the United States Federal Reserve and published in The Wall Street Journal. Interest shall be applied to balances owed to NJ TRANSIT in excess of \$5,000. Application of interest to excess payments made in the preceding fiscal year shall begin six (6) months after the close of the Consultant's fiscal year. Interest shall continue to accrue monthly at the prime rate until all amounts have been remitted to NJ TRANSIT, unless amounts owed NJ TRANSIT, including accrued interest, have been deducted by NJ TRANSIT from any payments owed the Consultant on this or any other agreement.

Costs incurred above the contract amounts identified in Exhibit B (Cost Information) are not reimbursable, except as authorized by the Contracting Officer in writing in accordance with Article 5, MODIFICATION OF AGREEMENT.

3. <u>LIMITATION OF FUNDS</u>:

- A.) The Consultant estimates that performance of this Agreement will not cost NJ TRANSIT more than the estimated amount specified in Exhibit B (Cost Information). The Consultant agrees to make every effort to perform the work specified in Exhibit A (Scope of Services) and all obligations under this Agreement within the estimated amount specified in Exhibit B (Cost Information).
- B.) The Purchase Order specifies the amount presently available for payment by NJ TRANSIT and allotted to the Scope of Services and the tasks the allotted amount will cover. The parties contemplate that NJ TRANSIT will allot additional funds incrementally to the Purchase Order up to the full estimated cost as specified in Exhibit B (Cost Information) inclusive of all fees. The Consultant agrees to perform, or have performed, work on the Agreement up to the point at which the total amount paid and payable by NJ TRANSIT under the Agreement approximates but does not exceed the total amount actually allotted by NJ TRANSIT for each of the tasks identified in the Agreement.
- C.) The Consultant shall notify the Contracting Officer in writing whenever it has reason to believe that within the next sixty (60) calendar days the costs it expects to incur under this Agreement to complete the Scope of Services, when added to all costs previously incurred, will exceed seventy-five percent (75%) of the total amount so far allotted by NJ TRANSIT. The notice shall state the estimated amount, if any of additional funds required to continue and complete performance of the Scope of Services, as specified in Exhibit A (Scope of Services), beyond the total allotted amount specified in Exhibit B (Cost Information).
- D.) If, after notification by the Consultant pursuant to paragraph C above, additional funds are not allotted for the Scope of Services, the Contracting Officer may terminate this Agreement, in whole or in part, in accordance with the provisions of Article 15, TERMINATION OF THE AGREEMENT FOR CONVENIENCE.
 - E.) Except as required by other provisions of this Agreement:
- 1.) NJ TRANSIT is not obligated to reimburse the Consultant for costs incurred in excess of the amount allotted in total by NJ TRANSIT for this Agreement; and

- 2.) The Consultant is not obligated to continue performance under this Agreement (excluding actions under Article 15, TERMINATION OF THE AGREEMENT FOR CONVENIENCE) or otherwise incur costs in excess of the amount then allotted to the Agreement by NJ TRANSIT until the Contracting Officer notifies the Consultant in writing that the amount allotted by NJ TRANSIT has been increased and specifies an increased amount, which shall then constitute the total amount allotted by task and in total by NJ TRANSIT for this Agreement.
- F.) No notice, communication, or representation in any form other than that specified by the Contracting Officer in writing shall affect the amount allotted by NJ TRANSIT to this Agreement. In the absence of the notice specified in Paragraph C, NJ TRANSIT is not obligated to reimburse the Consultant for any costs in excess of the total costs and fees specified in Exhibit B (Cost Information) to this Agreement, whether incurred during the course of the Agreement or as a result of termination.
- G.) Change Orders shall not be considered an authorization to exceed the amount allotted by NJ TRANSIT specified in Exhibit B (Cost Information), unless they contain a statement increasing the amount allotted.
- H.) Nothing in this clause shall affect the right of NJ TRANSIT to terminate this Agreement.
- I.) If NJ TRANSIT does not allot sufficient funds to allow completion of the work, the Consultant will be entitled to the actual costs incurred plus a percentage of the fixed fee specified in Exhibit B (Cost Information) not to exceed the percentage of completion of the work contemplated by this Agreement.
- 4. <u>EFFECTIVE DATE AND TERM OF AGREEMENT</u>: This Agreement shall become binding upon the parties hereto when executed on behalf of NJ TRANSIT by the Contracting Officer or his/her designee. The Consultant shall commence work upon the Scope of Services within five (5) calendar days upon receipt of a written Notice to Proceed to that effect which shall be issued on behalf of NJ TRANSIT by its Contracting Officer or his/her designee upon the execution of the Agreement by NJ TRANSIT. The Consultant shall complete the Scope of Services by June 17, 2025.

5. <u>MODIFICATION OF AGREEMENT</u>:

A.) The Scope of Services set forth in Exhibit A of this Agreement may be reduced, modified or expanded within the scope of this Agreement by written contract modifications executed by NJ TRANSIT's Contracting Officer or his/her designee and the Consultant.

Except as provided in Paragraph B, below, in the event that NJ TRANSIT requires a reduction, expansion, or modification of the Scope of Services of this Agreement, the Contracting Officer will issue to the Consultant a written notification which specifies such reduction, expansion, or modification. Within fifteen (15) calendar days after receipt of the written notification, the Consultant shall provide the Contracting Officer with a detailed cost and schedule proposal for the work to be performed or to be reduced. This proposal may be accepted by NJ TRANSIT's Contracting Officer or his/her designee or modified by negotiations between the Consultant and NJ TRANSIT's Contracting Officer or his/her designee. A contract modification (Change Order) shall be effective only if executed in writing by both parties.

- B.) Notwithstanding Paragraph A. above, the Contracting Officer may at any time, by written order, make changes within the general scope of this Agreement to the work to be performed by the Consultant. If any such change causes an increase or decrease in the estimated cost of, or the time required for, the performance of any part of the work under this Agreement, whether or not changed by the order, the Contracting Officer may make such adjustments as are appropriate and equitable and shall modify the Agreement in writing accordingly. Any claim by the Consultant for adjustment under this clause must be asserted within thirty (30) calendar days from the date of receipt by the Consultant of the notification of change; provided however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment under this Agreement. Failure to agree to any adjustment shall be a dispute within the meaning of Article 35, DISPUTES. However, nothing in this clause shall excuse the Consultant from proceeding with the Agreement as changed.
- C.) No services for which an additional cost or fee will be charged by the Consultant shall be furnished without the prior express written authorization of the Contracting Officer.

- D.) Unless specified in a written contract modification, no change, reduction, modification or expansion of the Scope of Services within or beyond the scope of this Agreement shall serve to modify the terms and conditions of this Agreement.
- E.) Whenever an "AS DIRECTED TASK" appears in Exhibit A (Scope of Services) and Exhibit B (Cost Information), NJ TRANSIT has provided an allowance for additional or supplemental work that has not yet been defined. This allowance is provided for the sole convenience of NJ TRANSIT and may only be used for work authorized by NJ TRANSIT's Contracting Officer or his/her designee.

All additional or supplemental work authorized under this provision will be incorporated into the Agreement by Change Order pursuant to Article 5, MODIFICATION OF AGREEMENT. The Change Order will describe the additional or supplemental work with any associated cost changes and will reduce the "AS DIRECTED TASK" allowance in the amount specified in the Change Order. Residual amounts remaining in the "AS DIRECTED TASK" allowance may be deleted from the Agreement by NJ TRANSIT at any time at NJ TRANSIT's sole discretion or at the completion of all work.

- 6. STATUS REPORTS: The Consultant shall submit to NJ TRANSIT monthly or more frequently, at the discretion of NJ TRANSIT, a written status report outlining the status of the Project to date. Each status report shall be a concise narrative description of activities to date and planned activities for the coming month or other period and include, at a minimum: the period's accomplishments by deliverable and/or task; status of deliverables; work-in-progress; next steps; listings and status of documents/data requested; potential impacts to the scope of work, cost or schedule; items or issues identified; total weekly and cumulative hours by task, deliverable, and person; projected hours to complete each task/deliverable; and any other information NJ TRANSIT may require. A final report, one (1) original and seven (7) copies, and one copy in an electronic format acceptable to NJ TRANSIT shall be submitted by the Consultant upon completion of the project.
- 7. REVIEWS: Until the completion of the Scope of Services by the Consultant and the final payment made by NJ TRANSIT, the Consultant shall allow representatives of NJ TRANSIT to visit the offices and other places of work of the Consultant periodically without prior notice to monitor the Consultant's work completed or in progress pursuant to this Agreement. NJ TRANSIT will, within a

reasonable time, review and act upon all documents submitted by the Consultant. Both parties agree that if either party deems it advisable to hold either a conference or any inspection of work in progress, all parties shall be notified and may participate.

- 8. ACCEPTANCE OF THE CONSULTANT'S WORK: All services and deliverables that the Consultant must provide and deliver to NJ TRANSIT, as specified in Exhibit A (Scope of Services), shall be provided and delivered to the designated NJ TRANSIT Project Manager. The Project Manager will examine and inspect the deliverables and shall have the right in his/her reasonable judgment to refuse to accept any services or deliverables if they do not meet the requirements of the Scope of Services. Such inspection does not relieve the Consultant of its liability regarding any deficiencies in the performance of the Scope of Services or deliverables, whether obvious or not. If any deliverables are not accepted, NJ TRANSIT may terminate this Agreement, in whole or in part, in accordance with Article 16, TERMINATION OF THE AGREEMENT FOR CAUSE.
- 9. <u>OVERPAYMENTS</u>: If at any point NJ TRANSIT determines that the Consultant has been overpaid, NJ TRANSIT shall notify the Consultant in writing of the overpayment. The Consultant shall repay the amount of overpayment to NJ TRANSIT within thirty (30) calendar days of said notification including interest as applicable.
- 10. ASSIGNMENT, SUBCONTRACT AND DISPOSITION APPROVAL: The Consultant shall not sell, transfer or otherwise dispose of this Agreement or its interest therein to any other parties without the prior written consent of NJ TRANSIT's Contracting Officer or his/her designee. The Consultant shall not, without the prior written approval of NJ TRANSIT's Contracting Officer or his/her designee, assign or subcontract any of the Scope of Services under this Agreement. Neither shall any assignee or Subconsultant, without the prior written approval of NJ TRANSIT, further assign or subcontract any of the work to be performed pursuant to this Agreement.

The terms of this Agreement shall be incorporated into and made part of any assignment or subcontract pursuant to this Agreement. As a condition of obtaining NJ TRANSIT's approval of any proposed assignee or Subconsultant, the Consultant shall provide NJ TRANSIT with sufficient documentation regarding the proposed Subconsultant or assignee for NJ TRANSIT's review and approval

and shall provide to NJ TRANSIT a copy of the agreement established between the Consultant and its Subconsultant or assignee. Any assignment or subcontract of work to be performed under this Agreement, entered into without prior written approval by NJ TRANSIT's Contracting Officer or his/her designee, shall be void and unenforceable unless NJ TRANSIT's Contracting Officer or his/her designee subsequently gives written approval or consent.

If the Consultant's assignee or Subconsultant fails to perform in accordance with the terms of its assignment or subcontract, the Consultant shall complete or pay to have completed the work which the assignee or Subconsultant failed to complete at no additional cost to NJ TRANSIT.

11. INDEMNIFICATION: The Consultant shall defend, indemnify and save harmless the State of New Jersey, NJ TRANSIT, the U.S. Department of Transportation (USDOT), the Federal Transit Administration (FTA) (if the Agreement is in whole or part federally funded), , and their officers, employees, servants and agents ("Indemnified Parties") from all suits, actions, claims of any character including, but not limited to, expenditures and costs of investigations, hiring of witnesses, court costs, counsel fees, settlements, judgments or otherwise, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of said Consultant or its Subconsultant in the performance of the work, specified in this Agreement or because of any act, omission, neglect, or misconduct of said Consultant or its Subconsultant in the performance of the work specified in this Agreement; or from any claims or amounts arising or recovered under the Worker's Compensation Act, or any other law, ordinance, order, or decree. So much of the money due the said Consultant under and by virtue of this Agreement as may be considered necessary by NJ TRANSIT for such purpose may be retained for the use of NJ TRANSIT; except that money due to the Consultant will not be withheld when the Consultant produces satisfactory evidence that it is adequately protected by the insurance coverages required in Article 12, INSURANCE. NJ TRANSIT shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Consultant along with full and complete particulars of the claim. If the suit is brought against NJ TRANSIT, NJ TRANSIT shall immediately forward to the Consultant every claim, demand, complaint, notice, summons, pleading or other process received by NJ TRANSIT. NJ TRANSIT shall have the right, but not the obligation, to participate, to the extent it deems appropriate, in the defense of the matter and must concur in the terms of any settlement or other voluntary disposition of the matter. In the defense of any such claims, demands, suits, actions and proceedings, the Consultant shall not raise or introduce, without the express written permission in advance of the Office of the Attorney General of the State of New Jersey, any defense involving in any way the immunity of NJ TRANSIT or the State of New Jersey, the jurisdiction of the tribunal over NJ TRANSIT or the State of New Jersey, or the provisions of any statutes respecting suits against NJ TRANSIT or the State of New Jersey.

The Consultant is an independent professional firm contracting with NJ TRANSIT to provide specialized services. The Consultant, its officers, partners, employees, agents and servants are not to be deemed employees, agents, extensions of staff or servants of NJ TRANSIT. The Consultant assumes full responsibility for liability arising out of its conduct and the conduct of its Subconsultants whether by action or inaction. NJ TRANSIT assumes no liability or responsibility for the acts of the Consultant, its officers, partners, employees, agents, or servants, by virtue of entering into this Agreement.

Subconsultants, if any, to carry professional liability insurance of the type necessary to protect the Consultant from professional liability arising out of the negligent acts, errors or omissions of the Consultant in connection with the performance of the Consultant's services pursuant to this Agreement. Said insurance shall be in an amount not less than \$10,000,000 for any one claim and annual aggregate with a deductible not to exceed \$50,000 for any one claim, unless approved otherwise by NJ TRANSIT. The Consultant agrees to maintain this coverage for three (3) years after completion of this Agreement including any amendments thereto. There shall be no exclusions in coverage for the insured's interest in a joint venture or Limited Liability Company or Limited Liability Partnership. There shall be no exclusions in coverage for pollution, mold or asbestos. The policy shall include contractual liability coverage.

The Consultant agrees to carry, and shall require its assignees and Subconsultants, if any, to carry, commercial general liability insurance using ISO Occurrence Form CG0001 10/93 or equivalent. The policy shall provide a minimum amount of \$10,000,000 each occurrence, \$10,000,000 personal and advertising injury, \$10,000,000 general aggregate and \$10,000,000 products completed operations aggregate. Coverage provided under this liability policy shall be on an occurrence basis and shall include,

but not be limited to, bodily injury and property damage coverage including products liability/completed operations coverage, premises operations liability, blanket contractual liability, personal injury liability, advertising injury coverage, independent contractors liability, mobile equipment, damage from explosion, collapse and underground hazards, and cross liability and severability of interests clause. Additional insured endorsement CG2026 11/85, CG 2010 11/85 or CG 2010 10/93 (but only if modified to include both ongoing and completed operations) naming NJ TRANSIT and the State of New Jersey and the Indemnified Parties and coverage must apply on a primary and non-contributory basis. The policy shall allow the Consultant to waive its and its insurer's rights of subrogation. There shall be no coverage exceptions for property containing or adjacent to railroad facilities or other transportation facilities. The Consultant shall furnish completed operations insurance written to the limits stipulated herein for Commercial General Liability Insurance. Coverage shall be required and maintained in force for a minimum of three (3) years following acceptance of the overall Contract, regardless of any beneficial occupancy by NJ TRANSIT during the Contract term.

The Consultant agrees to carry, and shall require its assignees and Subconsultants, if any, to carry automobile liability insurance applicable to all owned, non-owned, hired or leased vehicle with a minimum of \$5,000,000 combined single limit for bodily injury and property damage. With respect to said insurance, NJ TRANSIT and the Indemnified Parties shall be named as an additional insured at no additional cost to NJ TRANSIT.

The Consultant shall take out, secure and maintain during the term of this Agreement and shall require its assignees and Subconsultants, if any, to secure and maintain during the term of this Agreement, a policy of workers' compensation insurance in compliance with the laws of the state where the work is to be performed. In case any class of employees on the project under this Agreement is not protected under the Worker's Compensation Statute, the Consultant shall provide and shall cause each Subconsultant to provide employer's liability insurance for the protection of each of its employees as are not otherwise protected. Limits of Employer Liability are as follows: Employer's Liability: \$1,000,000 each accident / \$1,000,000 each employee disease / \$1,000,000 policy limit – disease.

The Consultant agrees to carry, and shall require its assignees and Subconsultants, if any, to carry, contractor's pollution liability insurance covering the liability arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up and disposal costs and defense that arise from the operation of Consultant or its Subconsultants. Coverage under this policy shall have limits of liability with a minimum of \$5,000,000 per occurrence.

In the event the Consultant, its assignees or its Subconsultants, if any, is considered a railroad, Employers Liability coverage shall be extended to cover the Federal Employers Liability Act with a limit of not less than \$10,000,000 each accident, illness or occurrence.

The Consultant agrees to carry, and shall require its assignees and subconsultants, if any, to carry, contractor's pollution liability insurance covering the liability arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense that arise from the operation of Consultant or its subconsultants. Coverage under this policy shall have limits of liability with a minimum of \$5,000,000 per occurrence. This policy shall name NJ TRANSIT and the indemnified parties as additional insured at no cost to NJ TRANSIT.

The Consultant, its assignees or its Subconsultants, if any, (or whoever is performing environmental removal or remediation work) must procure and maintain through the term of the Agreement Environmental Impairment Liability Insurance, including lead abatement if required, and removal operations in an amount of \$5,000,000 per occurrence and \$5,000,000 aggregate.

In the event the Consultant, its assignees or its Subconsultants, if any, will be transporting and/or disposing of any hazardous material or waste off the jobsite under this Agreement shall be required to carry Hazardous Waste Haulers Insurance (MCS90) in an amount of \$5,000,000 per occurrence or statutory minimum, whichever is greater. This policy shall name NJ TRANSIT and the Indemnified Parties as additional insured at no cost to NJ TRANSIT.

Should it be required, NJ TRANSIT will provide Railroad Protective Comprehensive General Liability Insurance coverage for this Agreement.

All policies are to be written by insurance companies authorized to do business in New Jersey with an A.M. Best and Company rating of "A-" or better (or equivalent rating). All policies shall contain

an endorsement that if the policy is canceled, non-renewed or is subject to any material reduction in limits,

the Insurer will provide written notice to NJ TRANSIT at least thirty (30) calendar days prior to the

occurrence of such event in accordance with Article 34, NOTIFICATION with a copy to NJ TRANSIT's

Senior Director of Risk Management as follows:

NJ TRANSIT

One Penn Plaza East

Newark, New Jersey 07105-2246

Attn: Senior Director, Risk Management

The foregoing insurance coverage is not intended to nor does it limit the liability of the

Consultant to hold the Indemnified Parties harmless.

The Consultant shall provide NJ TRANSIT with evidence of the Consultant's insurance.

Said insurance shall be maintained in full force and effect by the Consultant, Subconsultant and assignee,

if any, from the effective date of this Agreement until completion of and final payment for the Scope of

Services. If the Consultant (Subconsultant or assignee) shall fail or refuse to renew its insurance, as

necessary, NJ TRANSIT may cancel or refuse to make payment of any further monies due under this

Agreement. In lieu of requiring its assignees or Subconsultants to carry this coverage, the Consultant may

elect to cover them under its policies of insurance.

If the Consultant, its assignees or any Subconsultant is required to perform work on

property or facilities owned by a third party, the Consultant, its assignees or any Subconsultant will be

required to satisfy the insurance requirements set forth by the third-party property owner.

13. AUDIT AND INSPECTION OF RECORDS: The Consultant shall retain all records

and permit the authorized representatives of NJ TRANSIT, the State of New Jersey, the USDOT, the FTA

and the Comptroller of the United States and their duly authorized representatives, such as Project

Management Oversight (PMO), Integrity Oversight Monitors (IOM) etc., to inspect and audit all financial

data, operational data and other records of the Consultant including but not limited to disclosure forms,

payment requests, change orders, invoices, certified payrolls, manifests, etc. related to products,

transactions or services provided under this Agreement including the performance of its Subconsultants

from the Advertisement of this Request for Proposal (RFP) and for five years after final payment under this Agreement has been made.

NJ TRANSIT, the State of New Jersey, the USDOT, the FTA and the Comptroller General of the United States and their duly authorized representatives also shall have the right to inspect all services hereunder and specifically reserves the right to conduct on-site visits and perform financial audits and operational reviews. Any inspection, audit or review or lack thereof shall not relieve the Consultant of responsibility for satisfactory performance of the Scope of Services. Consultant shall maintain a true and correct set of Records for all financial and operational data in sufficient detail to permit reasonable verification or correction of charges and performance in accordance with this Agreement from the date of Advertisement of this RFP and for five (5) years after final payment under this Agreement has been made.

Any such audit shall be conducted at Consultant's principal place of business during Consultant's normal business hours and at NJ TRANSIT's expense, provided all costs incurred by NJ TRANSIT in conducting any such audit shall be reimbursed by Consultant in the event such audit reveals an aggregate discrepancy in any invoice or cumulative invoice not previously audited by NJ TRANSIT of more than two percent (2%) of the final total costs and fees for the period under audit as determined by NJ TRANSIT.

The Consultant further agrees to include in all its subcontracts hereunder a provision requiring the Subconsultant to keep all Contract records and that NJ TRANSIT, the State of New Jersey, the USDOT, the FTA and the Comptroller General of the United States or any of their duly authorized representatives, such as PMO, IOM, etc. shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine pertinent books, documents, papers and records of such subcontract, involving transactions related to the Subconsultant. The term "Subconsultant" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

Documents of every nature prepared pursuant to this Agreement shall be available to and become the property of NJ TRANSIT, and basic notes and other pertinent data shall be made available to

NJ TRANSIT upon request without restriction as to their future use. Such documents shall be provided or made available within thirty (30) calendar days of NJ TRANSIT's request.

Pursuant to N.J.S.A. 52:15C-14(d), the Consultant shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of State Comptroller upon request.

The periods of access and examination described above, for Records which relate to: (1) appeals under Article 35, DISPUTES; (2) litigation or the settlement of claims arising out of the performance of this Agreement; or (3) costs and expenses of this Agreement as to which exception has been taken by NJ TRANSIT, State of New Jersey, the Office of State Comptroller, USDOT, FTA or any of their authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

- order directing the Consultant to suspend work under the contract for a specific time. The Consultant shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The Consultant shall resume work upon the date specified in the stop order, or upon such other date as the Contracting Officer or his or her designee, may thereafter direct in writing. The period of suspension shall be deemed added to the Consultant's approved schedule of performance. The Contracting Officer or his or her designee shall make an equitable adjustment, if any is required, to the contract price. The Consultant shall provide whatever information that the Contracting Officer or his or her designee may require related to the equitable adjustment.
- terminate the Consultant's services in whole or in part for any reason at any time before completion. In that event, the Consultant will be given written notice by the Contracting Officer of such termination specifying the effective date thereof. Compensation will be paid to the Consultant pursuant to the terms of Article 2, COMPENSATION for the work actually performed prior to such date. All documents begun or completed by the Consultant pursuant to this Agreement shall become the property of NJ TRANSIT. After receipt of such written notice, the Consultant shall not incur any new obligations without the prior written approval of the Contracting Officer and shall cancel as many outstanding obligations so related as possible.

NJ TRANSIT will evaluate each obligation deemed non-cancellable by the Consultant in order to determine its eligibility for inclusion in compensable costs. No damages of any nature shall be claimed against NJ TRANSIT in the event it exercises this right of termination.

terminate this Agreement in whole or in part at any time if the Consultant has materially failed to comply with terms of the Agreement. In the event of such failure, NJ TRANSIT shall promptly give written notification to the Consultant of its intent to terminate and the reasons therefor. The Consultant shall have ten (10) calendar days, or such additional time as NJ TRANSIT may grant, after receipt of notice to cure its failure. If the failure is not cured to the satisfaction of NJ TRANSIT, NJ TRANSIT may terminate this Agreement (in whole or in part) effective immediately.

After receipt of notice of termination, the Consultant shall not incur any new obligations without the approval of NJ TRANSIT and shall cancel as many outstanding obligations as possible. NJ TRANSIT will evaluate each obligation deemed non-cancelable by the Consultant in order to determine its eligibility for inclusion in compensable costs. Compensation shall be made for Scope of Services identified in Exhibit A (Scope of Services) pursuant to the terms of this Agreement for work actually performed, completed and approved by NJ TRANSIT prior to the date of termination.

If this Agreement or any part thereof is terminated for cause, NJ TRANSIT may procure services similar to those so terminated. The Consultant shall be liable to NJ TRANSIT for any reasonable excess costs incurred for such similar services.

The Consultant shall not claim any damages of any nature against NJ TRANSIT in the event NJ TRANSIT exercises this right of termination. The rights and remedies available to NJ TRANSIT in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If, after notice of termination of this Agreement under the provisions of this Article, it is determined for any reason that the Consultant was not in default under the provisions of this Article, or that the default was excusable under the provisions of this Article, the rights and obligations of the parties shall

be the same as if the notice of termination had been issued pursuant to Article 15, TERMINATION FOR CONVENIENCE.

Jersey and out of State business organizations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue. It is requested that proof of valid business registration be submitted by a proposer with its proposal. Failure to submit such valid business registration with a proposal will not render the proposal materially non-responsive. If not submitted with the proposal, the Business Registration Certificate (BRC) must be submitted prior to award of an Agreement. The certificate must be valid at time of award. The Business Registration Certificate (BRC) form (Form NJ-REG) can be found online at http://www.state.nj.us/treasury/revenue/gettingregistered.shtml.

No contract with a Subconsultant shall be entered into by any Consultant unless the Subconsultant first provides proof of valid business registration. The Consultant shall maintain a list of the names of any Subconsultants and their current addresses, updated as necessary during the course of the contract performance and the Consultant shall submit the complete and accurate list to NJ TRANSIT before final payment is made for services rendered under the Agreement.

The Consultant and any Subconsultant performing services under the Agreement, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

18. SOURCE DISCLOSURE:

A. Under <u>N.J.S.A.</u> 52:34-13.2, all contracts primarily for services awarded by NJ TRANSIT shall be performed within the United States, except when the Contracting Officer certifies in writing a finding that a required service cannot be provided by a Consultant or Subconsultant within the United States and the certification is approved by the Executive Director of NJ TRANSIT.

All Consultants seeking a contract primarily for services with NJ TRANSIT must disclose the location, by country, where services under the contract, including subcontracted services, will be

performed.

If any of the services cannot be performed within the United States, the Consultant shall certify with specificity the reasons why the services cannot be so performed. NJ TRANSIT's Contracting Officer shall determine whether sufficient justification has been provided by the Consultant to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Executive Director.

B. Breach of Contract for Shift of Services outside the United States

If, during the term of the Agreement, the Consultant or Subconsultant, who had on contract award certified that services would be performed in the United States, proceeds to shift the performance of the services outside the United States, the Consultant shall be deemed to be in breach of the Agreement, which shall be subject to termination for cause pursuant to Article 16, TERMINATION OF THE AGREEMENT FOR CAUSE, unless previously approved by NJ TRANSIT.

19. <u>USE OF BRAND NAME PRODUCTS IN DESIGN</u>: Consultants engaged to prepare specifications or to perform design work, or both, for NJ TRANSIT shall prepare such specifications to encourage full and open competition. A situation considered to be restrictive of competition involves specifying only a "brand name" product instead of allowing "an equal" product to be offered and listing the products' salient characteristics. Accordingly, Consultants engaged in preparing specifications or performing design work for NJ TRANSIT are required to include the salient characteristics of a product when it is identified by "brand name" and allow for an equivalent. Consultants may define salient characteristics by using language similar to the following:

- (a) 'Original Equipment Manufacturer (OEM) part #123 or approved equal that complies with the original equipment manufacturer's requirements or specifications and will not compromise any OEM warranties'; or
- (b) 'Original Equipment Manufacturer part #123 or approved equal that is appropriate for use with and fits properly in [describe the bus, engine, or other].
- 20. PATENT RIGHTS AND RIGHTS IN DATA:
- A.) Rights in Data

whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards; magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

The term "subject data" as used herein means recorded information,

1.)

- 2.) All "subject data" first produced in the performance of this Agreement shall be the sole property of NJ TRANSIT. The Consultant agrees not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such data. Except for its own internal use, the Consultant shall not publish or reproduce such data in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of NJ TRANSIT until such time as NJ TRANSIT may have released such data to the public.
- 3.) The Consultant agrees to grant and does hereby grant to NJ TRANSIT and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world:
- a.) To publish, translate, reproduce, deliver, perform, use, and dispose of, in any manner, any and all data not first produced or composed in the performance of this Agreement, but which is incorporated in the work furnished under this Agreement; and
 - b.) To authorize others so to do.
- 4.) The Consultant shall indemnify and save and hold harmless NJ TRANSIT, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Consultant of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this Agreement.

- 5.) Nothing contained in this Article shall imply a license to NJ TRANSIT under any patent or be construed as affecting the scope of any license or other right otherwise granted to NJ TRANSIT under any patent.
- 6.) Paragraphs 3 and 4, above, are not applicable to material furnished to the Consultant by NJ TRANSIT and incorporated in the work furnished under the Agreement; provided that such incorporated material is identified by the Consultant at the time of delivery of such work.
- 7.) In the event that the project, which is the subject of this Agreement, is not completed, for any reason whatsoever, all data generated under this Agreement shall become subject data as defined in this clause and shall be delivered as NJ TRANSIT may direct.

B.) Patent Rights

- 1.) If any invention, improvement, or discovery of the Consultant is conceived or first actually reduced to practice in the course of or under this Agreement, which invention, improvement or discovery may be patentable under the laws of the United States of America or any foreign country, the Consultant shall immediately notify NJ TRANSIT and provide a detailed report to FTA.
- 2.) The rights and responsibilities of NJ TRANSIT, the Consultant and the FTA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies and any waiver thereof.
- 21. <u>PUBLICATION AND PUBLICITY</u>: The Consultant, its Subconsultants, assignees, employees or agents shall not release or publish any information or material generated from this project to others outside of NJ TRANSIT without the express written permission of NJ TRANSIT except as specified in the Scope of Services.

22. <u>EQUAL EMPLOYMENT OPPORTUNITY</u>:

22.1 The Consultant hereby acknowledges that pursuant to N.J.A.C. 17:27-3.1, NJ TRANSIT cannot award a contract or pay money to any Consultant or Subconsultant which has not agreed and guaranteed to afford equal employment opportunity in performance of the contract in accordance with

an affirmative action program and, except with respect to affectional or sexual orientation, approved under the terms established in <u>N.J.A.C</u>. 17:27.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE FOR GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS (required by N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.) – EXHIBIT A (last revised 4/10)

During the performance of this contract, the contractor agrees as follows:

The Consultant or Subconsultant, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprentice-ship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Consultant or Subconsultant, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Consultant or Subconsultant will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Consultant or Subconsultant, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Consultant or Subconsultant agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2. The Consultant or Subconsultant agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, col-or, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Consultant or Subconsultant agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the Consultant or Subconsultant agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Consultant shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three (3) documents:

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract compliance.

The Consultant and its Subconsultant shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

- 22.2 Non-Discrimination: In accordance with the provisions of <u>N.J.S.A</u>. 10:2-1 the Consultant agrees that:
- a. In the hiring of persons for the performance of work under this Agreement or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this Agreement, no Consultant, nor any person acting on behalf of such Consultant or Subconsultant, shall, by reason of race, creed, color, national original, ancestry, marital status, gender identity or expression, affectional or sexual orientation, or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No Consultant, Subconsultant, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this Agreement or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such Agreement, on account of age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality, or sex;
- c. There may be deducted from the amount payable to the Consultant by the contracting public agency, under this Agreement, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the Agreement; and
- d. This Agreement may be canceled or terminated by the contracting public agency and all money due or to become due hereunder may be forfeited, for any violation of this Article of the Agreement occurring after notice to the Consultant from the contracting public agency of any prior violation of this Article of

the Consultant.

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES: The 23. Consultant and NJ TRANSIT agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibit discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated thereto, are made a part of this Agreement. In providing any aid, benefit, or service on behalf of NJ TRANSIT pursuant to this Agreement, the Consultant agrees that the performance shall be in strict compliance with the Act. In the event that the Consultant, its agents, servants, employees, or Subconsultants violate or are alleged to have violated the Act during the performance of this Agreement, the Consultant shall defend NJ TRANSIT and the State of New Jersey in any action or administrative proceeding commenced pursuant to this Act. The Consultant shall indemnify, protect, and save harmless NJ TRANSIT and the State, their agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Consultant shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith In any and all complaints brought pursuant to the owner's grievance procedure, the Consultant agrees to abide by any decision of the owner which is rendered pursuant to such said grievance procedure. If any action or administrative proceeding results in an award of damages against NJ TRANSIT or the State or if NJ TRANSIT or the State incur any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Consultant shall satisfy and discharge the same at its own expense.

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

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

The Consultant expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Consultant from any liability, nor preclude NJ TRANSIT from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

24. <u>DISADVANTAGED BUSINESS ENTERPRISES</u>: Disadvantaged Business Enterprises (DBE), as defined in 49 C.F.R. Part 26, shall have the maximum opportunity to participate in the performance of this Agreement and any subcontract under it. NJ TRANSIT and the Consultant shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 26 and the provisions set forth in Exhibit D, annexed hereto, to ensure that Disadvantaged Businesses have equal opportunity to participate.

The term "disadvantaged business enterprise" means a for-profit small business concern that is owned and controlled by one or more socially and economically disadvantaged persons, as defined by 49 C.F.R., Part 26. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons would include, but not be limited to, Black Americans (not of Hispanic origin); Hispanic Americans; Native Americans; Asian-Pacific Americans; Subcontinent Asian Americans; and Women, regardless of race or ethnicity.

NJ TRANSIT's DBE Program is accorded the same priority as compliance with all other legal obligations required by the USDOT. Consultants shall comply with the DBE Program requirements in the award and administration of NJ TRANSIT contracts. Failure by the Consultant to carry out these requirements shall constitute a breach of the contract, which may result in the termination of the contract or other such remedy, as NJ TRANSIT deems appropriate.

Should the actual contract amount increase or decrease, through approved change order(s), the Office of Business Development (OBD) must be informed. OBD will determine if this will result in an adjustment to DBE participation to reflect the assigned DBE goal.

The Consultant shall fully comply with the requirements and provisions set forth in the New Jersey Transit Corporation DBE Requirements for Federal Procurement Activities set forth in Exhibit E, annexed hereto.

25. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW:

(a) The Consultant shall comply with applicable laws, ordinances, and codes of the United States, the State of New Jersey and local governments within the State. If NJ TRANSIT determines that the Consultant has violated or failed to comply with applicable federal, state or local laws with respect to its performance under this Agreement, NJ TRANSIT may withhold payments for such performance and take such other action that it deems appropriate under the circumstances until compliance or remedial action has been accomplished by the Consultant to the satisfaction of NJ TRANSIT.

(b) Incorporation of FTA Terms

This Professional Service Agreement includes, in part, certain standard terms and conditions required by USDOT, whether or not expressly set forth in this Agreement. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any NJ TRANSIT requests which would cause NJ TRANSIT to be in violation of the FTA Master Agreement between NJ TRANSIT and the FTA.

(c) Changes to Federal Requirements

The Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between NJ TRANSIT and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Consultant's failure to so comply shall constitute a material breach of this Agreement unless the FTA determines otherwise.

- 26. <u>CONFLICT OF INTEREST</u>: In the event that the Consultant deems that any work currently being performed by it on other projects or any work to be performed on future projects is in conflict directly or indirectly with this Agreement, the Consultant shall immediately so notify NJ TRANSIT. NJ TRANSIT, in its sole discretion, shall have the right to terminate this Agreement in accordance with Article 15, TERMINATION OF THE AGREEMENT FOR CONVENIENCE hereof.
- 27. <u>CONSULTANT'S EMPLOYEES</u>: All personnel employed on this project and their daily rates shall be approved in writing by NJ TRANSIT prior to assignment to this project and, in addition, any employee of the Consultant or its Subconsultants declared undesirable by NJ TRANSIT shall be relieved of any work under this Agreement.

The Consultant must receive NJ TRANSIT's prior written approval of any change in the project organization/manpower and Subconsultant project team approved for this project.

- 28. <u>PROHIBITED INTEREST</u>: No member, officer, or employee of NJ TRANSIT or its subsidiaries shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. No former member, officer or employee of NJ TRANSIT or its subsidiaries who, during his tenure, had a direct, substantial involvement with matters that are closely related to this Agreement, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- 29. INTERESTS OF MEMBERS OF OR DELEGATES TO CONGRESS: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

30. NJ TRANSIT CODE OF ETHICS FOR CONSULTANTS:

It is NJ TRANSIT policy that Consultants must avoid all situations where proprietary or financial interest, or the opportunity for financial gain, could lead an officer or employee of NJ TRANSIT to secure favored treatment for any organization or individual. Consultants must also avoid circumstances and conduct which may not constitute actual wrongdoing, or conflict of interest, but might nevertheless appear questionable to the general public, thus compromising the integrity of NJ TRANSIT. For the purposes of this Article only, NJ TRANSIT shall be deemed to include any person contracting with NJ

TRANSIT to perform services on the Project. All Consultants must comply with NJ TRANSIT's Code of Ethics contained in this Article.

A.) The Consultant shall not employ any NJ TRANSIT officer or employee in the business of the Consultant or in professional activity in which the Consultant is involved with the NJ TRANSIT officer or employee.

The Consultant shall not offer or provide any interest, financial or otherwise, direct or indirect, to any NJ TRANSIT officer or employee, in the business of the Consultant or professional activity in which the Consultant is involved with the NJ TRANSIT officer or employee.

The Consultant shall not cause or influence, or attempt to cause or influence, any NJ TRANSIT officer or employee to act in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJ TRANSIT officer or employee.

The Consultant shall not cause or influence, or attempt to cause or influence, any NJ TRANSIT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that Consultant or any other person.

The Consultant shall not offer any NJ TRANSIT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the recipient in the discharge of his or her official duties. In addition, employees or officers of NJ TRANSIT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events, or any other item which could be construed as having more than nominal value.

- B.) In accordance with <u>N.J.A.C.</u> 16:72-4.1, the Consultant may be suspended and/or debarred if the Consultant:
- 1.) Makes any offer or agreement to pay or to make payment of, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any NJ TRANSIT Board member, officer, or employee or to any member of the immediate family of such Board member, officer, or employee, or any partnership, firm, or corporation with which they are employed or

associated, or in which such Board member, officer, or employee has an interest within the meaning of N.J.S.A. 52:13D-13g;

- 2.) Fails to report to the Attorney General and to the State Ethics Commission in writing forthwith the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any NJ TRANSIT Board member, officer, or employee;
- 3.) Undertakes, directly or indirectly, any private business, commercial, or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sale, directly or indirectly of any interest in such Consultant to, any NJ TRANSIT Board member, officer, or employee having any duties or responsibilities in connection with the purchase, acquisition, or sale of any property or services by or to NJ TRANSIT, or with any person, firm, or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationship subject to this provision shall be reported in writing forthwith to the State Ethics Commission, which may grant a waiver of this restriction upon application of the NJ TRANSIT Board member, officer, or employee upon a finding that the present or proposed relationship does not present the potential, actuality, or appearance of a conflict of interest;
- 4.) Influences or attempts to influence or causes to be influenced, any NJ TRANSIT Board member, officer, or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of such Board member, officer, or employee; or
- 5.) Causes or influences or attempts to cause or influence, any NJ TRANSIT Board member, officer, or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Consultant or any other person.
- 31. <u>POLITICAL ACTIVITY PROHIBITED</u>: None of the funds or services contributed by NJ TRANSIT or the Consultant under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
- 32. CERTIFICATION AND POLITICAL CONSTRIBUTION DISCLOSURE (P.L. 2005, C.271): The Consultant is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A.

19:44A-20.13 (P.L. 2005, c.271, section 3) if the Consultant receives contracts in excess of \$50,000 from

a public entity in a calendar year. It is the Consultant's responsibility to determine if filing is

necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional

information about this requirement is available from ELEC at 888-313-3532 or at

http://www.elec.state.nj.us.

33. NONSOLICITATION: The Consultant warrants that it has not retained any party

other than a bona fide employee working for the Consultant to solicit this Agreement, and that it has not

paid or agreed to pay any outside party consideration in any form contingent upon securing this Agreement.

For breach of this warranty, NJ TRANSIT shall have the right to terminate this Agreement for cause.

34. MERGER AND SEVERABILITY: This Agreement embodies the entire agreement

between the parties. If any provision herein is held invalid, it shall be considered deleted herefrom and

shall not invalidate the remaining provisions hereof.

35. NOTIFICATION: Any request, demand, authorization, direction, notice, consent,

waiver or other document provided or permitted by this Agreement to be made upon, given or furnished to,

or filed with one party by another party shall be in writing and shall be delivered by hand or by deposit in

the mails of the United States, postage paid, in an envelope addressed as follows:

If to NJ TRANSIT:

Chief of Procurement & Support Services

NJ TRANSIT

One Penn Plaza East

Newark, New Jersey 07105-2246

Attn: Taishida

Taishida Chapman

Director, Contracts Unit

With a copy to:

NJ TRANSIT

One Penn Plaza East

Newark, New Jersey 07105-2246

Attn: James Lutz

Project Manager

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If to the Consultant:

STV Incorporated

1037 Raymond Boulevard, Suite 200

Newark, New Jersey 07102-5425

Attn:

Richard Amodei

Northeast Regional Manager, Principal-in-Charge

Either party to the Agreement may redesignate the recipient or change the address of the

recipient of notifications hereunder by notifying the other party to this Agreement, in writing, of such change.

36. <u>SOVEREIGN IMMUNITY:</u> NJ TRANSIT in entering into this Contract does not

waive its sovereign immunity except as provided in the New Jersey Contractual Liability Act, N.J.S.A.

59:13-1 et seq. The terms and conditions of the Contract are not intended to, and shall not be deemed to,

expand the waiver of sovereign immunity as set forth in the Act.

37. DISPUTES: Disputes regarding whether a party has failed to make payments may

be submitted to a process of alternative dispute resolution. Disputes arising in the performance of this

Agreement which are not resolved by agreement of the parties will be decided in writing by the authorized

representative of the Contracting Officer. This decision shall be final and conclusive unless within ten (10)

calendar days from the date of receipt of its copy, the Consultant mails or otherwise furnishes a written

appeal to the Contracting Officer. In connection with any such appeal, the Consultant shall be afforded an

opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute

hereunder, the Consultant shall proceed diligently with performance of the Contract in accordance with the

decision of the authorized representative of the Contracting Officer.

38. <u>LIMITATIONS OF LIABILITY:</u> In no event, whether under the provisions of this

Contract, as a result of breach of Contract, tort (including negligence) or otherwise, shall NJ TRANSIT, the

State, or USDOT, be liable to the Consultant for special, consequential, incidental or penal damages

including, but not limited to, loss of profit or revenues, loss of rental value for Contractor owned equipment,

damages to associated equipment, additional risk, cost of capital or interest of any nature (whether

characterized as damages for the retention of money, an increase in the cost of performance, a penalty, or

otherwise).

39. <u>NO THIRD PARTY BENEFICIARIES:</u> It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

It is the further intent of NJ TRANSIT and the Consultant in executing this Contract that no individual, firm, corporation or any combination thereof, which supplies materials, labor, services or equipment to the Consultant for the performance of the Scope of Services becomes thereby a third party beneficiary of this Contract. NJ TRANSIT and the Consultant understand that such individual, firm, corporation or combination thereof, has no right to bring an action in the courts of this State against the State or NJ TRANSIT, by virtue of this lack of standing and also by virtue of the provisions of the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

- 40. <u>PERSONAL LIABILITY OF PUBLIC OFFICIALS</u>: In carrying out the provisions of the Contract, or in exercising power or authority granted to them by or within the scope of the Contract, there shall be no liability upon any NJ TRANSIT employee, either personally or as officials of the State, it being understood that in all such matters they act solely as agents and representatives of the State.
- under laws of a state other than New Jersey, the Consultant shall have a certificate of authority to do business in New Jersey in accordance with N.J.S.A. 14A:13-3. In addition, pursuant to N.J.S.A. 14A:4-1 et seq., the Consultant shall maintain a registered office in New Jersey, have a registered agent with a business office in New Jersey and shall file with the Secretary of State the name of said agent and address of said office and provide a copy thereof to NJ TRANSIT.

Inquiries should be directed to:

State of New Jersey
Department of State
Division of Commercial Recording
CN-308
Trenton, New Jersey 08625
www.state.nj.us/njbgs

- 42. <u>SUCCESSORS</u>: This Agreement shall bind the heirs, representatives, successors, and assignees of the Consultant.
- 43. <u>GOVERNING LAW</u>: The Agreement shall be governed by and interpreted pursuant to the laws of the State of New Jersey.
- 44. QUALITY ASSURANCE PLAN: The Consultant shall perform all work according to the highest standards of professional care. The Consultant shall establish and maintain a Quality Assurance Plan, subject to NJ TRANSIT's approval, setting forth the Consultant's policy for quality assurance and procedures for implementing that policy. Such plan must apply to all persons engaged in work under this Agreement, include regular and written procedures for performance of all Project activities, and provide sufficient information to senior managers to enable effective supervision of the Project. The procedures shall provide for sufficient documentation to allow review and audit by NJ TRANSIT, and NJ TRANSIT may, in its discretion, review the Consultant's implementation of the procedures.
- 45. <u>PROJECT SUPERVISION</u>: If engineering, design, architectural or surveying services are provided under this Agreement, the Consultant shall assign an engineer or architect authorized to practice in the State of New Jersey to supervise the Scope of Services. The design and engineering services for this project shall be performed and/or approved by a Professional Engineer or Registered Architect licensed to practice in the State of New Jersey.

The Consultant shall exercise all due care in its preparation of documents for construction to ensure that they conform to all applicable legal and other requirements in effect at the time of issuance of the contract documents. The approval of plans and specifications which have been submitted to NJ TRANSIT by the Consultant is not to be construed as authority to violate, cancel or set aside any provisions of such requirements or this Agreement. Nothing contained in this Agreement is intended to relieve the Consultant of responsibility for maintaining adequate supervision over the design in order to guard against deficiencies in the design work.

The Consultant shall be liable to NJ TRANSIT for any reasonable costs incurred by NJ TRANSIT to correct, modify or redesign any drawings submitted by the Consultant that are found to be defective or not in accordance with the provisions of this Agreement as a result of any act, error or omission

on the part of the Consultant, or its agents, servants or employees. The Consultant shall be given reasonable opportunity to correct any deficiencies at no additional cost to NJ TRANSIT.

The Consultant shall also be liable to NJ TRANSIT for any reasonable costs incurred to correct, modify or reconstruct contractor work which was done based on any drawings submitted by the Consultant that are found to be defective or not in accordance with the provisions of this Agreement as a result of any act, error or omission on the part of the Consultant, or its agents, servants or employees. The Consultant shall be given reasonable opportunity to correct any deficiencies at no additional cost to NJ TRANSIT.

46. <u>HISTORIC PRESERVATION</u>: The Consultant shall submit to NJ TRANSIT, pursuant to this Agreement, a final design which meets the "Standards for Rehabilitation" established and published by the United States Department of the Interior at 36 C.F.R. Part 67, which standards are applied by the Commissioner of Environmental Protection in the statutory review, required by N.J.S.A. 13:1B-15.131, of projects which will encroach upon a site included in the New Jersey Register of Historic Places. In the event that the final design for the Project is submitted for review pursuant to N.J.S.A. 13:1B-15.131 and is not approved or is approved with conditions by the Commissioner of Environmental Protection, for reasons that the final design does not meet said standards, the Consultant shall correct or modify said design immediately upon notification of non-approval, or shall reimburse NJ TRANSIT for any reasonable costs incurred by NJ TRANSIT to correct or modify the design, so that it may be approved by the Commissioner of Environmental Protection.

47. FALSE OR FRAUDULENT STATEMENTS AND CLAIMS:

A.) The Consultant recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 31 <u>U.S.C.</u> § 3801 <u>et seq.</u> and USDOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the project. Accordingly, by signing the Agreement, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Agreement. In addition to other penalties that may be applicable, the Consultant also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties

of the Program Fraud Civil Remedies Act of 1986, as amended, on the Consultant to the extent the Federal Government deems appropriate.

- B.) The Consultant also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal Assistance authorized by 49 <u>U.S.C.</u> § 5307, the Government reserves the right to impose on the Consultant the penalties of 18 <u>U.S.C.</u> § 1001 and 49 <u>U.S.C.</u> § 5307(n) (1), to the extent the Federal Government deems appropriate.
- 48. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES: The Consultant agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, any third party contractor, or any other person not a party to the contract in connection with the performance of the project. Notwithstanding any concurrence provided by the Federal Government in the approval of any solicitation, subagreement, or third party contract, the Federal Government continues to have no obligations or liabilities to any party, including the subrecipient and third party contractor.
- 49. <u>EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS</u>: Apart from inconsistent requirements imposed by Federal statute or regulations, the Consultant agrees that it will comply with the requirements of 49 <u>U.S.C.</u> § 5323(h) (3) by refraining from using any Federal Assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

50. CLEAN WATER AND CLEAN AIR ACTS:

- 50.1 The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 <u>U.S.C.</u> § 1251 <u>et seq.</u>:
- (a) With the notification of violating facilities provisions of Executive Order No. 11738; "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans", 42 <u>U.S.C.</u> S 7606. The Consultant agrees to report each violation to NJ TRANSIT and understands and agrees that NJ TRANSIT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- (b) With the provisions of the Safe Drinking Water Act of 1974, as amended, 42 <u>U.S.C.</u> § 300h et seq.
- 50.2 The Consultant agrees to comply with all applicable, standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 <u>U.S.C.</u> § 7401 <u>et seq</u>. The Consultant agrees to report each violation to NJ TRANSIT and understands and agrees that NJ TRANSIT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- 50.3 The Consultant agrees to include both the Clean Water and Clean Air requirements in each subcontract exceeding \$100,000. The \$100,000 limit includes indefinite quantities where the amount is expected to exceed \$100,000 in any year.
- 51. <u>ENERGY CONSERVATION</u>: The Consultant shall comply with mandatory standards and policies relating to energy efficiency contained in applicable State of New Jersey Energy Conservation Plans issued in compliance with the Energy Policy and Conservation Act (42 <u>U.S.C.</u> 6321 <u>et seq.</u>).
- 52. <u>CIVIL RIGHTS</u>: During the performance of this Contract, the Consultant, for itself, its assignees and successors in interest and its Subconsultant at every tier (hereinafter referred to as the "Consultant") agrees as follows:

(a) Compliance with Regulations

The Consultant shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

(b) Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 <u>U.S.C.</u> § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 <u>U.S.C.</u> § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 <u>U.S.C.</u> § 12132, and Federal transit law at 49 <u>U.S.C.</u> § 5332, and <u>N.J.S.A.</u> 10:3-1, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. In addition, the Consultant agrees to

comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(c) Equal Employment Opportunity

The following equal employment opportunity requirements apply to the underlying contract:

(1) Race, Color, Religion, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 <u>U.S.C.</u> § 2000e, and Federal transit laws at 49 <u>U.S.C.</u> § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 <u>et seq.</u>, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 <u>U.S.C.</u> § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, sexual orientation, gender identity, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(2) Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 <u>U.S.C.</u> § § 623 and Federal transit law at 49 <u>U.S.C.</u> § 5332 and <u>N.J.S.A.</u> 10:5-12(a), the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 <u>U.S.C.</u> § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with <u>N.J.S.A.</u> 10:5-29.1 and any implementing requirements FTA may issue.

(d) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

(e) Information and Reports

The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or NJ TRANSIT or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instruction. Where any information is required or a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to NJ TRANSIT, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(f) Sanctions for Noncompliance

In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Contract, NJ TRANSIT shall impose such contract sanctions as it or the FTA may determine to be appropriate, including but not limited to:

- (1) Withholding of payments to the Consultant under the Contract until the Consultant complies; and/or
- (2) Cancellation, termination or suspension of the Contract, in whole or in part.
- 53. <u>CONTRACT WORK HOURS AND SAFETY STANDARDS</u>: During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- A.) Overtime Requirements: No Consultant or Subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at rate not less than one and one-half (1 ½) times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week, whichever is greater.
- B.) Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 C.F.R. Section 5.5, the Consultant and any Subconsultant responsible therefore shall be liable for the unpaid wages. In addition, such Consultant and Subconsultant shall be liable to the United States (in case the work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b)(1) of 29 C.F.R. Section 5.5 in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of eight (8) hours or in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 C.F.R. Section 5.5.
- C.) Withholding for Unpaid Wages and Liquidated Damages: NJ TRANSIT shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Consultant or Subconsultant under any such contract or any other Federal contract with the same prime Consultant, or any other Federally-assigned contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or Subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (B)(2) of 29 C.F.R. Section 5.5.
- D.) Nonconstruction Grants: The Consultant or Subconsultant shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Agreement for all laborers and mechanics, including guards and

watchmen, working on the Agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. These records shall be made available by the Consultant or Subconsultant for inspection, copying, or transcription by authorized representatives of NJ TRANSIT, the FTA and the Department of Labor, and the Consultant or Subconsultant will permit such representatives to interview employees during working hours on the job.

E.) Subcontracts: The Consultant or Subconsultant shall insert in any subcontracts the clauses set forth in Paragraphs A through E of this Section and also a clause requiring the Subconsultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any Subconsultant or lower tier Subconsultant with the clauses set forth in Paragraphs A through E of this Section.

54. <u>CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY</u> AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTION

By signing this agreement, the lower tier participant, defined as the Consultant and its Subconsultants, is providing the certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, NJ TRANSIT may pursue available remedies, including suspension and/or debarment.

The lower tier participant shall provide immediate written notice to NJ TRANSIT if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Certain terms used in this clause have the meanings set out in 2 C.F.R. Part 1200 and 2 C.F.R. Part 180.

The lower tier participant agrees by signing this agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or

voluntarily excluded from participation in this covered transaction, unless authorized in writing by NJ TRANSIT.

The lower tier participant further agrees by signing this agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", without modification, in all lower tier covered transactions (valued at \$25,000 or more) and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall check the U.S. Government System for Award Management (SAM) database.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under the fifth paragraph above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, NJ TRANSIT may pursue available remedies including suspension and/or debarment.

The lower tier participant certifies by signing this agreement that neither it nor its "principals" (as defined 2 C.F.R. 180.995) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. A participant may decide the method and frequency by which it determines the eligibility of its principals.

When the lower tier participant is unable to certify to the statements in this certification, such participant shall submit a written explanation.

The lower tier participant shall also be currently registered and active with no exclusion on the U.S. Government System for Award Management (SAM) database.

- 55. <u>LIMITATIONS ON LOBBYING</u>: The Consultant and its Subconsultants shall comply with 31 <u>U.S.C.</u> 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions".
- A.) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- B.) Any Consultant and any Subconsultant at any tier who requests or receives a Federally-assisted contract or subcontract in excess of \$100,000 from NJ TRANSIT shall file with NJ TRANSIT the certification attached to this Agreement and entitled "Certification for Contracts, Grants, Loans and Cooperative Agreements" which certifies that the Consultant or Subconsultant, as applicable, has not made, and will not make, any payment prohibited by paragraph A.) of this Section.
- C.) Any Consultant and any Subconsultant who has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action) which would be prohibited under paragraph A.) of this Section if paid for with appropriated funds, shall file with NJ TRANSIT a disclosure form entitled "Disclosure of Lobbying Activities", which is available from NJ TRANSIT.
- D.) Any certification or disclosure form filed under paragraphs B.) and C.) of this Section shall be forwarded from tier to tier until received by NJ TRANSIT. Any certification or disclosure form shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded.

- E.) The prohibition on the use of appropriated funds does not apply in the case of a payment of reasonable compensation to an officer or employee of the Consultant or Subconsultant if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
- F.) The prohibition on the use of appropriated funds does not apply in the case of any reasonable payment to an officer or employee of a Consultant or Subconsultant or to a person, other than an officer or employee of a Consultant or Subconsultant, if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal or application for a Federal contract, grant, loan or cooperative agreement.
- 56. BUY AMERICA DESIGN REQUIREMENTS: The Consultant shall design the project to ensure that the plans and specifications produced by the Consultant under this Agreement permit compliance with Section 165 of the Surface Transportation Assistance Act of 1982 (P.L. 97-424). All iron, steel and manufactured products specified by the Consultant shall be of domestic manufacture or origin, except as otherwise approved by NJ TRANSIT. Whenever the Consultant lists a product by make, manufacturer or model number in the specifications, the Consultant shall first ensure that the product is of domestic manufacture or origin. Should the Consultant find it necessary to specify iron, steel, or manufactured products which are not produced in the United States in sufficient and reasonably available quantities, then the Consultant shall submit a written justification to the Contracting Officer describing in detail the product, its estimated cost, the rationale for its use in the project and the basis for the Consultant's belief that the product is of limited domestic availability. NJ TRANSIT, in its sole discretion, will determine whether to seek a waiver of the Buy America requirements from the U.S. Secretary of Transportation. Should NJ TRANSIT determine that there is insufficient basis for seeking a waiver or if a waiver request is denied by USDOT, the Consultant shall redesign the project to conform with Buy America requirements at no additional cost to NJ TRANSIT.
- 57. <u>FLY AMERICA REQUIREMENTS</u>: The Consultant agrees to comply with 49 <u>U.S.C</u>. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their Consultant's are required to use U.S. Flag air carriers for U.S. Government-financed international air travel

and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

- 58. <u>SEISMIC SAFETY</u>: The Consultant agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 and will certify to compliance to the extent required by the regulation. The Consultant also agrees to ensure that all work performed under this contract including work performed by a Subconsultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.
- 59. <u>SETTING OFF TAX ARREARS AGAINST SUMS OWED</u>: Whenever a taxpayer under contract with the State of New Jersey is indebted for any State Tax in accordance with <u>N.J.S.A</u>. 54:49-19, the State of New Jersey shall seek to set off the indebtedness as follows:

Whenever any taxpayer under contract to provide goods or services to the State of New Jersey or its agencies or instrumentalities, and including the legislative and judicial branches of State government, is entitled to payment for the goods or services or on that construction project and at the same time the taxpayer is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as may be necessary to satisfy the indebtedness. The Director, in consultation with the Director of the Division of Budget and Accounting in the Department of the Treasury, shall establish procedures and methods to effect a set-off. The Director shall give notice of the set-off to the taxpayer, the provider of goods or services or the Contractor or Subcontractor of construction projects and provide an opportunity for a hearing within thirty (30) calendar days of such notice under the procedures for protests established under N.J.S.A 54:49-18, but no request for conference, protest, or subsequent appeal to the

Tax Court from any protest under this Article shall stay the collection of the indebtedness. No payment shall

be made to the taxpayer, the provider of goods or services or the Contractor or Subcontractor of

construction projects pending resolution of the indebtedness. Interest that may be payable by the State

pursuant to N.J.S.A. 52:32-32 et seq. to the taxpayer, the provider of goods and services or the Contractor

or Subcontractor of construction projects shall be stayed.

60. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN: Pursuant to N.J.S.A.

52:32-55 et seq., any person or entity that submits a proposal or otherwise proposes to enter into or renew

a contract must complete the certification to attest, under penalty of perjury, that neither the person or entity,

nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25

list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the

Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Consultants must

review this list prior to completing the Disclosure of Investment Activities In Iran Certification. If NJ TRANSIT

finds a person or entity to be in violation of law, NJ TRANSIT shall take action as may be appropriate and

provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance,

recovering damages, declaring the party in default and seeking debarment or suspension of the party.

61. ATTACHMENTS/EXHIBITS: All Appendices, Attachments and Exhibits, as listed

below, are incorporated into this Contract:

Exhibit A: Scope of Services

Exhibit B: Cost Information

Exhibit C: NJ TRANSIT Travel and Business Reimbursement Guidelines

Exhibit D: DBE Requirements and Forms

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Exhibit E: Consultant Certifications

Exhibit F: Addenda

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the 27th							
day of	April to	be effective as of the day and year first above written.					
WITNESS:	Dair	NEW JERSEY TRANSIT CORPORATION Jighua Sex W.					
By: Title Designee		By: Officer or Duly Authorized					
WITNESS:		CONSULTANT					
By: Title Execut	ran Sostonella Five Asst	By: Title Sr. Vp					

Deputy Attorney General

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the 27th							
day of April	to be effective	as of the day and year first above written.					
WITNESS:	2 lair	NEW JERSEY TRANSIT CORPORATION Highwall Beauty					
By: Title Designee		By: Officer or Duly Authorized					
WITNESS:		CONSULTANT					
By: Newscall Title Executive	Fostorella Asst	By: Title 37					

GURBIR S. GREWAL ATTORNEY GENERAL OF NEW JERSEY

Deputy Attorney General

PURCHASE ORDER INSTRUCTIONS

ALL PACKAGES MUST BE ACCOMPAN ED BY A PACKING SL P. REFERENCE PURCHASE ORDER NUMBER, PURCHASE ORDER L NE NUMBER, AND NJT CATLOG NUMBER ON ALL INVOICES, PACK NG SLIPS AND BILLS OF LAD NG.

NVOICES WITHOUT PURCHASE ORDER NUMBERS WILL BE RETURNED. VENDOR MUST SUPPLY ORIGINAL NON CONSTRUCTION INVOICE AND ANY FREIGHT B LLS N EXCESS OF \$100 TO: E-MAIL INVOICES@NJTRANSIT.COM OR FAX 973-833-8132

IMPORTANT - ONE INVOICE AND ALL OF ITS SUPPORTING DOCUMENTS MUST BE INCLUDED IN A FILE USING THE FILE NAMING FORMAT PURCHASE ORDER NUMBER -INVOICE NUMBER. MULTIPLE FILES MAY BE INCLUDED IN ONE E-MAIL.

CONSTRUCTION INVOICES SHOULD CONTINUE TO BE SENT TO THE CONSTRUCTION MANAGER. VENDOR MUST ALSO SUPPLY A COPY OF INVOICE(S) TO CONSIGNEE.

VENDOR: IF PRICE ON PO DOES NOT MATCH, DO NOT SHIP MATERIAL, CONTACT BUYER.

PURCHASE ORDER NO	REV N	0
190034151	1	
VENDOR NO	ISSUE DATE	
80004311	02/05/20	
DATE CHANGED 02/05/20	PAGE NO 1	

SUPPLIER:

STV Incorporated 225 PARK AVENUE SOUTH NEW YORK, NY, 10003-1604

FAX 973-491-4621

HOW TO CONTACT ACCOUNTS PAYABLE CUSTOMER CARE (APCC)

VOICE 973-491-8399

E-MAIL APCC@NJTRANSIT.COM

SHIP TO:

NEWARK HEADQUARTERS NJ TRANSIT HEADQUARTERS ONE PENN PLAZA EAST NEWARK, NJ 07105-2246

BILL TO:

NEWARK HEADQUARTERS NJ TRANSIT HEADQUARTERS ONE PENN PLAZA EAST NEWARK, NJ 07105-2246

* CHANGE ORDER - DO NOT DUPLICATE *

BUYER: Taishida Chapman		TCHAPMAN@NJTRANSIT.COM		NJ TRANSIT IS EXEMPT FROM NJ SALES & USE TAXES PURSUANT TO SECT 9(A)(1), OF NJSA 54:32B-1 ET SEQ.
TERMS	FREIGHT TERMS	FOB	QUOTATION NO	FEDERAL T.I.N.: 22-228-1352
NET 45	100	DESTINATION		TAX EXEMPT #'S 21-60000928 (NJ) 22-75-0050K (FEDERAL)

NJ TRANSIT ETHICS CODE: NJ TRANSIT IS AN INSTRUMENTALITY OF THE STATE OF NEW JERSEY AND ITS EMPLOYEES AND OFFICERS AND MEMBERS OF THE NJ TRANSIT BOARD OF DIRECTORS ARE PUBLIC SERVANTS AND ARE GOVERNED BY CIVIL AND CRIMINAL LAWS THAT CONTROL HOW NJ TRANSIT AND ITS PERSONNEL CONDUCT BUSINESS WITH OFFICE SWITH YEAR OF THE CONFIGURATION FOR PAST OFFICIAL BEHAVIOR SALE 21:30-12; THE GIFTS TO PUBLIC SERVANTS LAW, NJSA 22:276-12; THE GIFTS TO PUBLIC SERVANTS LAW, NJSA 22:276-13; THE GIFTS TO PUBLIC SERVANTS LAW, NJSA 22:276-13; THE CONTROL THE C

LINE NUMBER	ITEM NUMBER/ MPN/MFR /DESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	AMOUNT
	CONTRACT #:18-003					
	SOURCE DOCUMENT:					
1	MR #500000220936	05/24/19	100000	\$	1	100,000.00
	GL #1.8840.50304.RXL8000.C.000.00000.00000					
	Construction Management Services for Long Slip					
	Fill Contract #18-003STV Inc LNTP Directive					
	Till Contract #10-00551 ville Livit Directive					
	NJ TRANSIT Contract No. 18-003					
	Construction Management (CM) Services for the					
	Long Slip & Rail Enhancement Project					
	PM: Jim Lutz X8469					
	The amount of this line shall not evened					
	The amount of this line shall not exceed					
	\$100,000.00 in accordance with the Limited					
	Notice to Proceed (LNTP).					
	Defends October No. 40,000 and the LNTD for					
	Refer to Contract No. 18-003 and the LNTP for					
	the complete terms of this Agreement.					

*2	MR #500000284044	11/06/19	16343810.16	\$	1	16,343,810.16
	GL #1.8840.50371.RXL8000.C.000.00000.00000					
	Construction Management Services for Lang Clin					
	Construction Management Services for Long Slip	1		l		

PURCHASE ORDER INSTRUCTIONS

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190034151	1		
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* CHANGE ORDER - DO NOT DUPLICATE *

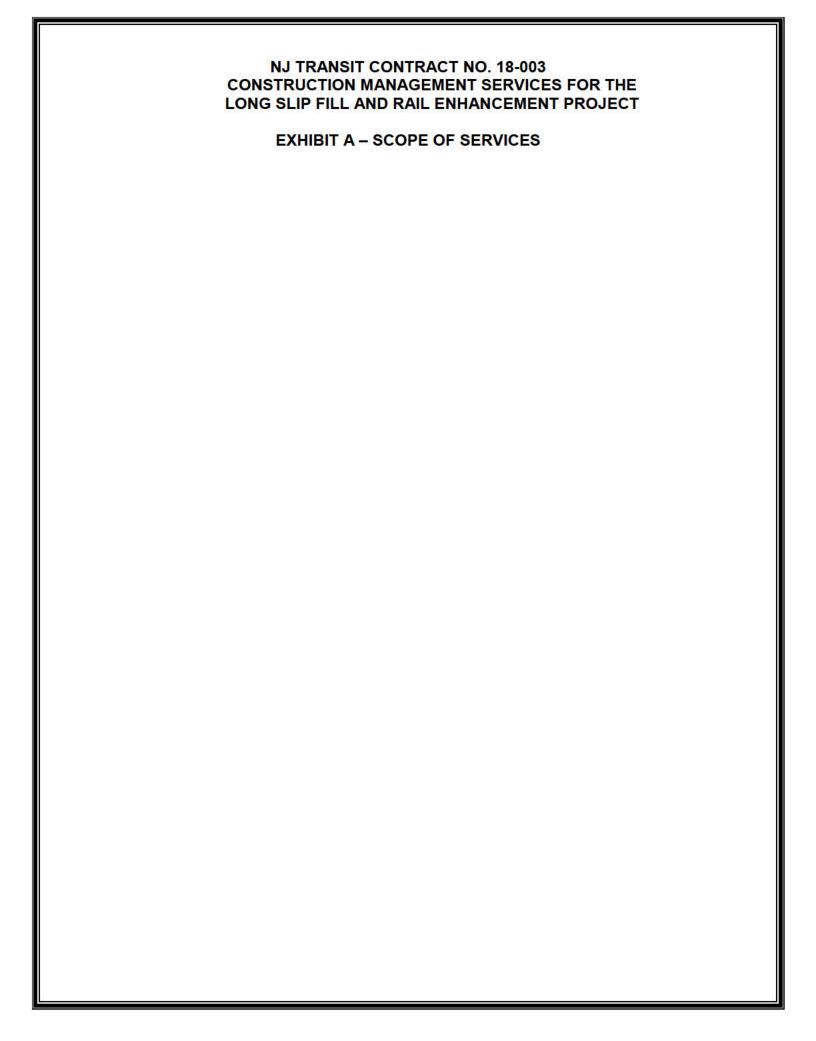
NJ TRANSIT IS EXEMPT FROM NJ SALES & USE TAXES TCHAPMAN@NJTRANSIT.COM BUYER: Taishida Chapman PURSUANT TO SECT 9(A)(1), OF NJSA 54:32B-1 ET SEQ. **TERMS** FREIGHT TERMS FOB **QUOTATION NO** FEDERAL T.I.N.: 22-228-1352 TAX EXEMPT #'S 21-60000928 (NJ) NET 45 100 **DESTINATION** 22-75-0050K (FEDERAL)

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LINE NUMBER	ITEM NUMBER/ MPN/MFR /DESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	AMOUNT
	Fill and Rail Enhancement Contract #18-003 STV					
	Inc.					
ORIG AMT	100,000.00	THIS CHANGE	16,343,810.16		** TOTAL:	\$ 16,443,810.16

WHEN THIS BOX IS CHECKED, THE TERMS AND CONDITIONS OF THE ATTACHED CONTRACT REPLACES THOSE SHOWN ON THE REVERSE SIDE OF THIS PURCHASE ORDER.

Authorized NJ Transit Signature / Date



I. PROJECT BACKGROUND AND DESCRIPTION

A. Project Background

NJ TRANSIT's Long Slip Fill and Rail Enhancement Project area is located within the Hoboken Rail Yard along the Hudson River Waterfront along the boundary of southern Hoboken and northeastern Jersey City. The Long Slip Canal (or the "Canal") is a boat slip within Jersey City. It was initially used as a shipping port but has not been active for over three (3) decades. The slip is approximately 100 feet wide by 2,000 feet long and generally between 10 to 14 feet deep. The water quality within the Canal is highly degraded due to the impact of the combined sewer overflow.

Superstorm Sandy flooded the Hoboken Terminal and Rail Yard with four (4) to six (6) feet of water. A review of the flood area noted that Long Slip Canal provided a conduit for the tidal water to reach across and into the yard for a distance of over 1,400 feet.

The Project will expand the train storage capacity of the Hoboken Yard and mitigate flooding by filling the Canal. It will also utilize that space and the adjacent lands currently isolated by the Canal for additional storage tracks.

The Project is anticipated to restrict flooding in the Hoboken Rail Yard, and to eliminate the Canal from acting as a conduit for flood waters to infiltrate critical yard areas and Marin Boulevard, which runs through Jersey City and Hoboken, New Jersey.

NJ TRANSIT sought and obtained approvals to fill the canal in 1999 to expand rail yard train storage capacity in anticipation of the growth from the development of the Secaucus Junction Transfer Station. The FTA approved an Environmental Assessment pursuant to the National Environmental Policy Act (NEPA) with their issuance of a Finding of No Significant Impact (FONSI) for the project on June 22, 2000. Concurrent with the NEPA process, NJ TRANSIT sought and obtained a Waterfront Development Permit and a US Army Corps of Engineers Section 404 Permit in 2000 to fill the Canal and provide for rail storage.

B. Historical Background

The historic Hoboken Terminal and Yard Complex is a vital multi-modal rail, bus and ferry terminal. The complex is comprised of the Hoboken Rail and Ferry Terminal building, Port Authority Trans-Hudson (PATH) station and tunnels, Hudson Bergen Light Rail (HBLR) station, bus terminal, Bush Train Shed and rail storage yard, as well as, support facilities. NJ TRANSIT has a long-term comprehensive master plan that maintains the historic fabric of the complex while

modernizing and restoring the 100-year-old facility. The master plan will enhance integration of the Terminal's multi-modal transportation services, provide improved customer services and amenities, promote potential commercial and retail use of public areas, and provide NJ TRANSIT with modern operational support facilities. The impacts of construction on NJ TRANSIT's operations will be staged to minimize impacts on customers.

The rail and ferry terminal building opened in 1907 and was designed by architect Kenneth M. Murchison in the Beaux Arts style. The terminal exterior extends to over four (4) stories and has a distinguished copper-clad facade with ornate detailing. Its single-story base is constructed of rusticated Indiana limestone. A grand double stair with decorative cast-iron railings within the Main Waiting Room provides an entrance to the upper-level ferry concourse. The 29,000-square-foot ferry terminal was designed to integrate rail and ferry operations within one (1) complex. The terminal building is listed on the New Jersey Register of Historic Places and the National Register of Historic Places. The facility was first listed in 1973 as the Erie-Lackawanna Railroad and Ferry Terminal, and relisted in 2005 as the Erie-Lackawanna Terminal.

The Bush Train Shed is comprised of seven (7) canopies, each spanning a twenty (20) foot-wide island platform servicing two (2) tracks. The enclosed and unenclosed platforms service eighteen (18) tracks. To the north is a covered bus plaza which accommodates local Hoboken bus service, as well as NJ TRANSIT and private carrier buses to New York City and surrounding communities. Within the bus plaza and train concourse are direct entrances to the PATH terminal station. A New York Waterway (NY Waterway) ferry terminal adjoins the train concourse to the south.

The Long Slip Canal was created in the 1870s as part of the formation of the Delaware, Lackawanna and Western Railroad's original freight terminal facility at the site. The effort involved extensive filling of a large inlet called Harsimus Cove that crossed the municipal boundary between Hoboken and Jersey City. The Long Slip bulkhead was constructed of wood, floated into position, filled with stone ballast, and sunk into place. The Canal's large dimensions, approximately 2000 feet long and 100 feet wide, permitted the transfer of goods from barges to freight rail cars. Large items were unloaded by crane, and smaller items were transferred from the canal to nearby covered piers. Tidal waters from the Hudson River continue to be contained by the original timber bulkhead which was sealed in 1930 with a reinforced concrete retaining wall due to decades of deterioration. By the late 1970s, Long Slip was no longer used for navigation. Construction of the Hudson Bergen Light Rail (HBLR) Bridge across the Long Slip Canal in 2001 effectively isolated the Canal from the main stem of the Hudson River.

C. Terminal and Yard Operations

The Hoboken Terminal is one of the New York/New Jersey metropolitan area's major transportation hubs. The commuter-oriented intermodal facility is located on the Hudson River in Hoboken, New Jersey. It is served by nine (9) NJ TRANSIT commuter rail lines, one (1) Metro-North Railroad line, various NJ TRANSIT buses and private bus lines, the HBLR, the PATH transit system and NY Waterway-operated ferries. More than 57,000 commuters use the terminal daily.

The Hoboken Terminal and Yard support commuter rail service for the following lines: Main Line and Bergen County Line linked to the Port Jervis Line in New York, Pascack Valley Line, Morristown Line and Gladstone Branch of the Morris and Essex Lines, Montclair-Boonton Line, and limited service to the North Jersey Coast Line and Raritan Valley Line. The Terminal also provides service to the Meadowlands Sports and Entertainment Complex during events. Currently, the Yard does not store any trains related to the Northeast Corridor Line, but the terminal does provide access to the Northeast Corridor, as well as other NJ TRANSIT bus, rail, and light rail service available at Newark Penn Station (which also serves Amtrak) through Secaucus Junction (also known as Lautenberg Station) and Newark Broad Street Station.

PATH rapid transit trains provide twenty-four (24) hour service on three (3) routes from a three (3) track underground station, located north of the platforms below the street level Hudson Place bus station, which is accessible from the concourse and street entrances. PATH routes travel to Journal Square Transportation Center, 33rd Street Station in midtown Manhattan, and the World Trade Center in lower Manhattan.

Hoboken Terminal is the terminus for two (2) of the three (3) Hudson-Bergen Light Rail routes, platforms for which are located south of Track 18 and are numbered H1, H2, and H4. The southern route (including the express Bayonne Flyer) travels through Downtown Jersey City, Greenville and Bayonne to 8th Street. The northern route travels through Hoboken and Weehawken to Tonnelle Avenue in North Bergen. Ferry service is operated at Pier 1 by NY Waterway to the Battery Park City Ferry Terminal at the World Financial Center and Pier 11-Wall Street and the East River in Lower Manhattan. NJ TRANSIT bus routes from the adjacent Hudson Place bus terminal serve destinations within Hudson County and, via the 126 Route, continuing service to the Port Authority Bus Terminal in midtown Manhattan.

Existing ancillary maintenance buildings that are part of the yard complex include the Engine House, a fueling and servicing facility, a wheel truing facility, a train wash facility, and an engineering crew quarters and material and equipment storage yard.

D. Scope of Construction Contract Work

This RFP is for Construction Management Services for the General Construction Contract 1 (GC.01), and General Construction Contract 2 (GC.02) for the Long Slip Fill and Rail Enhancement Project.

NJ TRANSIT's Construction Contractor, who will be separately selected, may perform the following major work elements as part of Construction Contract GC.01:

- Removal of existing concrete debris in the canal from the collapsed original north bulkhead wall
- Installation of a double row of sheet piling to create a cofferdam that will permit removal of the approximately ten (10) foot layer of marine clay down to glacial soils followed by tremie concrete fill to create a base for the ten (10) by twelve (12) foot concrete culvert Sewer extension inside thirty-eight (38) bulk-headed cells within the cofferdam
- Installation of the Diversion Chamber and the Sewer bypass including installation of four (4) cross-canal cells constructed using steel sheeting to control the approximately 100,000 cubic yards of fill material up to Elevation 4 and final closure cofferdams to contain the fill from the river
- Extension of approximately 1,400 feet the Jersey City Combined Sewage Overflow (CSO) discharge culvert towards the mouth of the Canal just east of the HBLR Bridge.
- Backfilling the CSO area as specified in the contract documents
- Placement of surcharge overburden in the Long Slip Canal with a series of wick drains and piezometers for the future contract GC.02.
- Installing a collection and assessing sensor system provided by the Port Authority of NY and NJ in the upper PATH tunnel that runs beneath the onehundred (100) foot wide canal to gather critical information of the effects of the construction work on the PATH tunnels during the GC.01 construction period.
- Monitoring of the settlement of the overburden, discharge of the wick drains and flow rates

NJ TRANSIT's Construction Contractor, who will be separately selected, may perform the following major work elements as part of the Construction Contract GC.02:

- Construct six (6) to eight (8) foot tall retaining wall around the new yard perimeter of the new tracks to maintain an elevation above flood level on a three (3) acre site
- Construct rail and track infrastructure improvements including catenary and signals installations and communication components from two interlockings off the main rail tracks to run a new two (2) track bridge over Marin Boulevard that extends to six (6) tracks at the station including viaducts from the new bridge to the retaining track area

- Construct a new three (3) story station and crew facility, plus six (6) high level platforms to service the new tracks
- Miscellaneous site improvements including major drainage facilities and other utilities

E. Construction Management Objectives

NJ TRANSIT anticipates fulfilling the following project objectives by engaging the CM Consultant to oversee the performance of the Project as follows:

- 1. Completion of the Project within prescribed schedule and budget.
- 2. Minimize the impact to the current rail operations in the Hoboken Yard during construction.
- 3. The final product is a proper functioning, safe project, which reflects the work elements as described in the plans and specifications.
- 4. Document and maintain accurate account of detailed records for all project activities.
- 5. Strict compliance of contract requirements, all rules, standards and requirements of NJ TRANSIT and PATH.
- 6. Strict compliance with all applicable Federal, State and local codes, statutes, regulations, permit conditions, and ordinances governing all Project work.
- 7. Complete the Project with zero safety incidents by maintaining safe construction conditions with zero tolerance to safety deviation on site.
- 8. Minimizing impact to NJ TRANSIT customers who rely on the efficient operation of the NJ TRANSIT facilities at Hoboken Terminal.
- Maintain access to private properties at all times during construction.
- Smooth coordination with NJ TRANSIT Railroad Force Account departments and the Construction Contractor to facilitate construction schedule adherence for on-time completion.

F. Responsibilities Overview

The CM core responsibilities for this Contract include, but are not limited to, the following:

- a. Constructability and staging reviews of Construction Contract GC.02 at the completion and submittal of the 60%, 90% and 100% Design documents including Plans, Specifications, and Estimate.
- b. Value Engineering for Construction Contract GC.02 at the completion and submittal of the 90% design documents.
- c. CM services during construction for compliance with the contract documents, federal, state, and local codes, rules and regulations.
- Regular inspections of all civil/structural, building, track, signal, catenary, utility, electrical, mechanical and associated work as specified in the contract documents.
- e. Critical Path Method (CPM) Schedule monitoring including all Construction Contractor and Force Account work.
- f. Creation of the CPM master schedule to include all the Construction Contractor's CPM and Force Account and utility services tasks.
- g. Document Control, storage and maintenance.
- h. Force Account and utility work Coordination.
- i. Analysis and processing of Construction Contractor invoices.
- j. Change Order administration.
- k. Systems commissioning, testing, start-up, training, and revenue service.
- I. Assistance to the Design Consultant in preparation of the project's final asbuilt drawings.
- m. Project closeout.

II. SCOPE OF SERVICES – GENERAL

- A. The CM Firm/Team shall furnish all services as required by NJ TRANSIT in accordance with the Contract. NJ TRANSIT may terminate the agreement in whole or in part at any time if the CM Firm/Team has materially failed to comply with the terms of the agreement.
- B. The CM Firm/Team will provide an organizational structure that will address each task identified in the Project, control the budget, the schedule and product quality, and expedite the successful completion of the Project. The CM Firm/Team's organization will be led by the Construction Manager, who will coordinate all efforts and will serve as a focal point for contact between all parties affected in implementing this Project. In addition, the Construction Manager will represent the entire team and be responsible for all communications with NJ TRANSIT. If during the course of the Project, it is determined by NJ TRANSIT staff that an extension of time is required to meet new or modified project demands, NJ TRANSIT reserves the right to extend the CM Firm/Team assigned to the Project for a period agreeable to both NJ TRANSIT and the CM Firm/Team. Likewise, NJ TRANSIT reserves the right to cancel the project or reduce the scope of effort for the CM Firm/Team at any time.
- C. The CM Firm/Team will perform services for NJ TRANSIT, and attend and assist at all meetings required to inform and coordinate work with NJ TRANSIT staff and relevant agencies.
- D. The CM Firm/Team will provide a work plan with timelines and milestones for the management of these services to NJ TRANSIT's Project Manager. In addition, the CM Firm/Team shall keep the NJ TRANSIT's Construction Manager routinely informed of its progress during the needs analysis, network(s) design and implementation strategy, in written format, as required, during the course of the Work.
- E. The CM Firm/Team shall maintain and make available, as requested, all documents, records and other evidence pertaining to service and costs thereof for a period of five (5) years from the final payment under the Contract and shall be subject to audit by Office of the State Comptroller within said period.
- F. All work product produced by the CM Firm/Team in accordance with this contract shall become the sole property of NJ TRANSIT. Work product includes, but is not limited to: records, reports, computations, calculations, work sheets, cost estimates, correspondence, computer tapes/discs/programs/data, and all other products resulting from the CM

Firm/Team's work performed under this contract.

III. SCOPE OF SERVICES - CONSTRUCTION MANAGEMENT SERVICES

A. PROJECT ORGANIZATION

1. PROJECT MANAGEMENT

a. NJ TRANSIT's Construction Manager has the sole responsibility of overall Project Management of the Project. The successful Proposer will provide a Construction Manager herein after designated as the Construction Manager. The successful Proposer's Construction Manager will provide construction support and the Design Consultant (AECOM) will provide technical support. NJ TRANSIT's Construction Manager will have sole responsibility for providing project management guidance to address matters pertaining to contract interpretation and negotiation issues, dispute resolution, invoice payment approval, change order review and process, construction schedule approval, supervision of the CM team, and overall management of NJ TRANSIT staff and force account activities. The successful Proposer's Construction Manager will be the single point of contact for the Consultant. NJ TRANSIT's Construction Manager will be the main point of contact for the successful Proposer's Construction Manager to communicate with NJ TRANSIT.

2. CONSTRUCTION MANAGER (PROVIDED BY THE CONSULTANT)

- a. The Construction Manager shall keep NJ TRANSIT informed at all times in a timely fashion of the progress of the Project including its financial status. The Construction Manager shall be responsible for monitoring, planning and the construction process and for proactively anticipating problems and issues affecting the project schedule and budget, and address them before they reach a critical level. The Construction Manager shall maintain a continuous dialogue with the NJ TRANSIT Project Manager in all matters affecting the schedule and budget of the project.
- b. The Construction Manager shall be responsible for providing experienced and integrated office and technical field support personnel, including Resident Engineer(s) and Inspectors, for monitoring and inspecting the work performed by the Construction Contractor and Force Account services.
- c. The Construction Manager shall be responsible for supplying all support personnel, including individuals with senior level skills, to assist the Construction Manager as it pertains to the actual construction work, sequencing, monitoring the project schedules and budgetary expenditures, implementation of the approved quality assurance and quality control

procedures, change order document preparation, claims avoidance, invoice analysis and overall administrative functions.

d. The Construction Manager is required to evaluate the Construction Contractor's requests for change orders and the Design Consultants responses to Construction Contractor's Request for Information; preparation of material take-offs and cost estimates for each Notice-of-Proposed Change (NPC); assist in negotiation of the Construction Contractor's cost proposals for additional work, and processing of the corresponding paper work to incorporate the change orders into the contract by NJ TRANSIT Contracting Officer.

B. CONSTRUCTION MANAGEMENT ORGANIZATION - STAFFING

1. STAFFING REQUIREMENTS

Refer to the Contract Duration, see Section 1, Paragraph E entitled "Contract Duration", of this RFP to understand the scheduling and personnel needs for the CM staff for this contract.

- a. The successful Proposer shall ensure that the CM team is headed by a Construction Manager and full-time Resident Engineer(s) who shall have the responsibility for the coordination of all construction activities for the entire Project. In addition to the Resident Engineer(s), the Construction Management staff shall include the following:
 - As required, full-time Inspector for each discipline on each shift: civil/structural, track work, catenary installation and building/systems. This will be on as needed basis and may not be for the entire duration of the Project.
 - ii. A part-time Scheduler to participate in the monthly schedule review meetings and review and approval of the Construction Contractor's Baseline Schedule and monthly schedule updates.
 - iii. Clerical and technical field support staff as necessary and approved by NJ TRANSIT.
 - iv. A dedicated Document Control Specialist
 - v. A part-time (on-call) survey team for final acceptance verification of Construction Contractor's civil/structural and track work prior to acceptance.
- b. The Construction Manager's on-site Resident Engineer(s) and Technical Field Staff named in the Proposal shall be made available as proposed for the duration of the Hoboken Long Slip Fill and Rail Enhancement Project. Should replacements be required, the Construction Manager shall make such

- request in writing with resumes of replacement personnel to the NJ TRANSIT Construction Manager. Such replacements shall only be made after the written approval of NJ TRANSIT.
- c. NJ TRANIST reserves right to require the Consultant to scale back staffing during any moratorium period where the Construction Contractor is not performing any field work. Upon resuming the Work by the Construction Contractor, the Construction Manager is expected to provide staffing as required for the Project or as directed by NJ TRANSIT.

C. CONSTRUCTION MANAGEMENT RESPONSIBILITY/TASKS

1. GENERAL

- a. The Construction Manager shall be responsible for all aspects of CM, including but not limited to full responsibility for monitoring, inspection, acceptance and approval of all contract performed work; integration and coordination of force account efforts with that of the Construction Contractors; and monitoring of individual project schedules and reporting, such as daily inspection reports, testing reports, monthly reports and any other activities that generate a report to the NJ TRANSIT staff.
- b. NJ TRANSIT force account personnel may perform portions of the railroad construction work as required. If this occurs, CM services shall include monitoring of this work, review of all associated payment documentation and recommendations on acceptability, assistance on planning, budget expenditure analysis, job control and technical assistance for particular specialty items, creation of all force account CPM schedules, and maintenance of the Master Construction Schedule. The Construction Manager shall also provide coordination and integration of all force account work into the Construction Contractor's CPM schedule.
- c. The Construction Manager shall perform a thorough evaluation and recommend acceptance/rejection of the Construction Contractor's initial schedule submissions, as well as its monthly schedule update submissions, until substantial completion of the respective construction contracts or as directed by NJ TRANSIT. The following are key scheduling related concerns of NJ TRANSIT that will require Construction Management attention:
 - i. Review and approval of Baseline Schedule.
 - ii. Monitor Baseline durations and milestones.
 - iii. Clarity of respective detailed construction tasks and sub-tasks and its logical construction sequences.

- iv. Timely recommendations to NJ TRANSIT regarding the schedule submission, as well as responses to the respective Construction Contractor regarding their schedule submission.
- v. Thorough evaluation of Construction Contractor's progress payments such that the payments reflect the actual work accomplished for the period.
- vi. Coordination and integration of all force account work into the Construction Contractor's CPM schedule and monthly updates.
- vii. Creation and monthly updates of the all force account schedules by the Construction Manager.
- viii. Maintenance of the Master Construction schedule by the Construction Manager.
- ix. Performing the schedule analysis and suggesting a recovery plan to bring the project back on schedule in case of a project delay.
- x. Providing for record an as-built schedule at the final close out.
- d. The Construction Manager shall maintain, at the site office, a record copy of all project communication in the form of correspondence, meeting minutes, technical conversation summaries, telephone logs, visitors' log, etc.
- e. The Construction Manager shall maintain at the site office a current record copy of all project documents, drawings, shop drawing, samples, permits, etc.
- f. The Construction Manager shall maintain a direct line of communication with the Project's Design Consultant (AECOM) as it pertains to the Project's technical evaluation issues and resolutions. However, the Construction Manager shall not direct or take direction from the Design Consultant and rely upon the Project Manager to communicate with the Design Consultant to address technical issues regarding the design and contract documents. The Construction Manager shall be the only one who will communicate with the Construction Contractor to transmit Design Consultant information regarding contracts technical issues or resolutions.
- g. All Construction Management communications regarding Progress Reports, status reports, and all other submissions, will be transmitted upon receipt to NJ TRANSIT's Project Manager or his designee in a form suitable to NJ TRANSIT.
- h. Contract administration responsibilities include the preparation of change orders documentation (initial change order evaluation, independent cost estimating, and schedule impact analysis), as well as the review and recommendation of such work, claims avoidance tasks, coordination and

permanence of shop drawings reviews, prompt responses to Requests-for-Information (RFIs) and, the timely and safe completion of the Project within schedule.

- i. The responsibilities identified above and hereinafter are not intended to portray the complete extent of the services required. Rather, such responsibilities are intended to highlight areas of particular concern to NJ TRANSIT; as part of contract negotiations and as the Project proceeds, there may be refinement and adjustment of the Scope of Services. Proposers are invited to suggest refinements and improvements to the Scope of Services in their proposals.
- j. The Construction Manager will receive, review when required, and compare for compliance the Construction Contractor's DBE reports to contractual goals and report to NJ TRANSIT.
- k. The Construction Manager shall monitor the performance of DBE subconsultants on the Construction Management Team, and collect and report data on DBE participation to the NJ TRANSIT's Office of Business Development (OBD). The Construction Manager shall supply the attached forms to the DBE subconsultants. DBE subconsultants on the Construction Management Team shall report their DBE status on the forms, and submit it with the monthly invoice to the Construction Manager. This form will be reviewed by OBD to determine contract compliance with respect to the DBE goal established for this contract.

2. PRE-CONSTRUCTION SERVICES FOR CONTRACT GC.02

During the pre-construction stage for Construction Contract GC.02, the Construction Manager will continue to provide Construction Management services for Contract GC.01 and will be responsible for and shall perform the following pre-construction tasks for Construction Contract GC.02 only as part of the Construction Management Contract under TASK C1 – Construction Management Administration:

Constructability Review for Contract GC.02

a. The Construction Manager shall review and become knowledgeable with the plans, specifications, cost estimates and schedules for Construction Contract GC.02. The purpose of this review is to advise NJ TRANSIT of any items within the plans that have not been clearly defined and could lead to change orders or modifications.

- b. The Construction Manager shall also advise NJ TRANSIT of any constructability or bid-ability problems with the proposed construction specifications and methods for staging the work for Construction Contract GC.02. Such advice shall include making recommendations pertaining to the estimated duration required to complete the various contracts, as a whole, and the major elements of each contract in particular. The Construction Management Team shall make recommendations to reduce construction claims and costs over the life of the construction process.
 - 1. Constructability reviews at 90% and 100% Design, Construction Contract GC.02;
 - 2. Development of division of work;
 - 3. Contract Packaging;
 - 4. Program cost verification at 90% and 100% Design, Construction Contract GC.02;
 - 5. Program schedule verification at 90% and 100% Design, Construction Contract GC.02:
 - 6. Value engineering report for 90% Design, Construction Contract GC.02.

Deliverables: The Construction Manager shall provide six (6) copies of a memorandum that details comments and potential resolutions on contract documents including but not limited to design plans, specifications, cost estimate, and construction schedules.

Schedule: This report shall be submitted within twenty-one (21) business days from the task request issued by NJ TRANSIT.

Pre-Award Assistance for Contract GC.02

a. The Construction Manager shall participate in NJ TRANSIT's bid process for all contracts associated with Contract GC.02, which shall include, but not be limited to, the following tasks: attendance at all Pre-Bid meetings and site inspections, preparation and distribution of all meeting minutes as requested.

Deliverables: The CM Team shall provide recommendations and/or comments on all issues raised during the bid process, bid review and Construction Contractor submittals within a day of the request issued by NJ TRANSIT.

Management Procedures for Contract GC.02

- a. The Construction Manager will develop and submit for review a Projectspecific Construction Management Plan (CMP), which should provide manuals for the Resident Engineer and Inspectors. The plan should detail the information for communications and should include reporting procedures and requirements for the following:
 - Project Description
 - Project Organization Chart with defined roles and responsibilities
 - Daily work schedule and progress reports
 - Project Document Control procedures
 - Construction and fabrication status
 - Materials status reporting/material shortages
 - Guidelines for handling, monitoring and inspecting all completed and installed work
 - Material and equipment testing in the field and at manufacturing sites
 - Security breach policies and reporting mechanism
 - Schedule Management Procedures, Delays and stoppages
 - Daily costs and expenditures for changed work
 - Quality Assurance and Quality Control
 - Project Change Management Procedures
 - Project Safety Management procedures and enforcement and Accident Reporting and emergencies
 - Procedures for reporting non-conformance on quality and safety
 - Equipment and resource status
 - External factors affecting the project

Deliverables: CMP detailing the information in Paragraph (a) above, three (3) copies.

Schedule: The Consultant shall submit the required CMP copies within thirty (30) days of the Notice to Proceed issued by NJ TRANSIT.

3. CONSTRUCTION MANAGEMENT ADMINISTRATION

TASK C1 – CONSTRUCTION MANAGEMENT ADMINISTRATION

a. Mobilization at Construction Site

The Construction Manager shall provide and equip all field personnel with cell phones or other modes of communication of a type and frequency as required or directed by NJ TRANSIT.

b. Work Coordination

The successful Proposer's Construction Manager shall coordinate the work of the Construction Contractor with the work of any NJ TRANSIT force account to complete the Project in accordance with NJ TRANSIT's objectives of producing quality construction within schedule and budget. The Construction Manager shall also monitor the delivery of all Project materials and equipment as required, and monitor the Construction Contractor to ensure that designated staging and storage facilities are secure, have adequate protection and are otherwise prepared to receive material.

The Construction Manager shall ensure that the approved construction work plans designated as Site Specific Work Plans (SSWP) are adhered to by the Construction Contractor at all times. During periods of track occupancy and/or fouling, the Construction Manager shall convene weekly meetings with the Construction Contractor and appropriate representatives of NJ TRANSIT to review, modify, or accept Construction Contractor(s) plans for such track occupancies and fouling two (2) weeks in advance.

c. Force Account Assistance

The Construction Manager shall meet with NJ TRANSIT's Construction Manager/Designee and Force Account managers to identify construction management needs for the successful controlling of the project schedule, work plans, and budgets. The Construction Manager shall be prepared to monitor force account work, provide daily reports detailing time and materials utilized, give technical advice on selective fieldwork items and work plans, and ensure integration of all force account work into the respective Construction Contractor construction schedules.

d. Document Control

The Construction Manager shall develop and coordinate with NJ TRANSIT's Construction Manager for filing and logging standards and maintain in a system acceptable to NJ TRANSIT, a construction filing system for tracking of all project correspondence, Request-for-Information, reports, test results, shop drawings, and all other project related documents, in an electronic format that is compatible and easily transferrable into NJ TRANSIT's Resilience Program Enterprise Content Management System (ECMS). All such data shall be maintained on-site and made available to NJ TRANSIT at all times.

The Construction Manager will keep on site a daily updated set of marked up construction drawings, indicating "As-Built" conditions. These drawings

will be kept up to date by redlining all changes, additions or deletions to the construction contract, including subsurface conditions. The As-Built conditions should be checked regularly (at a minimum weekly) with the Construction Contractor's "marked-up drawings" and should they differ, the Construction Manager shall contact the respective Construction Contractor for clarification of the variance and if necessary a reconciliation meeting shall take place to agree on the true "As Built" conditions. The Construction Manager shall notify NJ TRANSIT's Project Manager/Designee of the variance in the construction drawings and provide a recommended course of action.

Prior to final payment for construction services, the Construction Contractor shall submit a copy of the marked-up drawings of all Contract Drawings, whether altered or not, to the Construction Manager with the Construction Contractor's certifications as to the accuracy of the information.

Since the Project is partially funded by the FTA, the Construction Manager will be required to maintain documents keeping track of costs associated and expended from funding sources. The NJ TRANSIT Project Manager will provide direction in this regard.

Project Document Control System

In addition to routine reporting, the Construction Manager shall provide a dedicated staff person to act as the "Document Control Specialist" (DCS). The DCS will act as the Construction Manager's representative and will be granted access to the NJ TRANSIT's Electronic Content Management System (ECMS). The DCS will communicate and share data, drawings and reports via ECMS, or as requested by NJ TRANSIT, rapidly and efficiently. This system will allow the consultant and NJ TRANSIT to utilize ECMS as the project's file cabinet and for archiving all project documents and correspondence/e-mail. The documents entered into NJ TRANSIT's system by the DCS shall be in compliance with the NJ TRANSIT Capital Planning & Programs (CP&P) Document Control Procedures and requirements outlined below.

Upon completion of the project or at such time as directed by NJ TRANSIT, the Construction Manager shall provide all finalized documents compiled, as part of its Scope of Work, to NJ TRANSIT, in native form, hard copy and/or electronic, using computer hardware storage approved by NJ TRANSIT for reconciliation of the Project Files stored on ECMS.

The Construction Manager shall, in compliance with NJ TRANSIT's Document Control Procedures, coordinate and maintain internal procedures to identify and manage correspondence, business documents, current revision of

instructions, procedures, drawings, specifications, reports and analyses, etc. NJ TRANSIT's objective is to establish a "paperless" project to the extent as practicable.

Access to NJTDCS by the Construction Manager's DCS will be granted at the discretion of NJ TRANSIT after completion of training and documentation by NJ TRANSIT's CP&P Records Management staff. The CM Firm/Team shall maintain in confidence all information disclosed and made available by NJ TRANSIT in association with this contract. CM Firm/Team shall execute the Nondisclosure Agreement included herein as Attachment D upon execution of the Contract.

The DCS shall maintain and process files in a manner that complies with NJ TRANSIT's CP&P Document Controls Procedures in order to provide:

- The creation and maintenance of authentic, reliable, and usable records;
 and
- Proper utilization of NJT's NJTDCS to assure the trustworthiness and authenticity of data.

The DCS will manage all hardcopy and electronic documents for the Construction Manager, including, but not limited to, the following:

- General project correspondence
- Contracts, specifications, progress reports, invoices
- Budget & finance data
- Drawings, plans, and images
- Project related e-mail messages and attachments
- CDs, DVDs, and other hard media
- Native files and image files of all documents

The DCS will also be responsible for the following tasks:

- Scanning as a PDF-A and indexing
- Posting of scanned documents for retrieval
- Emailing notification to document recipients
- Maintaining and processing documents provided by the Construction Manager
- Filing of original hardcopy (if applicable)

Upon request by NJ TRANSIT, the Construction Manager shall provide DCS personnel at a designated NJ TRANSIT Office to assist in the processing of documents uploaded into ECMS. The DCS uploads shall occur, at a minimum, on a weekly basis to ensure that the Project Files on

ECMS are current and adhere to CP&P Standards. If necessary, in the event of a situation that prevents the DCS from accessing the ECMS as a result of technical difficulties deemed unavoidable, NJ TRANSIT will provide a contingency plan to the Construction Manager that will enable continued processing of Project Files.

Deliverable:

- a. Identification of document control support staff subject to NJ TRANSIT review
- b. Monthly Project Records Submission Report
- c. Transference of Project Records at project closeout

e. Project Meetings

Prior to the start of any Contract, the Construction Manager shall hold a preconstruction meeting with personnel representing the Construction Contractor, NJ TRANSIT, the Project Design Consultant, PATH, the local municipalities, public utility companies and any other project entities whose attendance is deemed necessary. During the duration of each Contract for Phases 1 and 2, the Construction Manager shall schedule progress meetings on a bi-weekly basis, or more frequently as deemed necessary by NJ TRANSIT. A draft of detailed minutes shall be prepared by the Construction Manager and forwarded to NJ TRANSIT's Project Manager/Designee for review and approval within three (3) business days of the conclusion of such meetings. Upon approval of the minutes, the Construction Manager will distribute the minutes to all project participants, or as directed by NJ TRANSIT.

The Construction Manager shall also conduct and/or participate in all other meetings as may be scheduled throughout the duration of the Project, including such meetings scheduled with Public Utilities and all Federal, State, Regional and Municipal governmental bodies exercising jurisdiction over the Project. The Construction Manager shall also keep a meeting log that will be incorporated into all monthly reports.

f. Community Relations

The Construction Manager shall assist NJ TRANSIT in answering all inquiries and complaints received from property owners, citizens and officials relative to the construction activity. The Construction Manager shall maintain a log to record each inquiry and/or complaint.

g. Cost Control

The Construction Manager shall verify the installation and review all contract pay items of work, review Construction Contractor invoices and recommend payment for the same, within five (5) calendar days after receipt. The Construction Manager shall also maintain cost account records with respect to portions of the Project Work to be performed under Change Orders by unit cost and/or a time and material basis.

At all times, the Construction Manager shall exercise efforts to minimize claims for additional time, costs and other contractual liability issues. The Construction Manager shall also assist NJ TRANSIT in the review of all Construction Contractor claims, assemble pertinent documentation and provide recommendations for the resolution of all contractual liability claims.

h. Labor Relations Assistance

The Construction Manager shall ensure that all Project Work performed by the Construction Contractor is in compliance with State and Federal labor laws. The Construction Manager shall ensure that prevailing wages are being paid by the Construction Contractor through the review of certified payrolls, which shall be submitted with the corresponding Construction Contractor invoices.

The Construction Manager shall review all reports submitted by the Construction Contractor to ensure full compliance with NJ TRANSIT's Affirmative Action Program regarding Disadvantaged, Women, and Small Business Enterprises.

Record Keeping

The Construction Manager shall maintain on-site current record copies of all contracts, drawings, specifications, samples, catalogue cuts, test results, etc. and all other pertinent project documentation. All such records shall be immediately available to NJ TRANSIT at all times.

The Construction Manager's technical, non-clerical staff shall be required to maintain daily job diaries (hard cover) for each contract to record in detail all work accomplished on a daily basis, the number and work classification of personnel utilized by the Construction Contractor and force account units, the construction equipment in use, material deliveries, weather conditions, material shortages, tests, labor disputes, general observations, force account flag protection units and any unusual circumstances occurring during the Construction Contractor's work period.

j. Project Progress Reports

The Construction Manager shall provide two (2) copies of project progress reports on a monthly basis, or more frequently as required, which shall address, at a minimum, the actual vs. planned progress, progress payments, decision and/or resolution logs, contract modification summaries, etc. The monthly progress reports shall include records pertaining to monthly invoices and cost account records with respect to portions of the work performed by change orders on a time and material basis and/or unit cost when required.

The Construction Manager shall provide digital photographs on a monthly basis as part of the monthly project report. Such photographs shall be taken with a digital camera, which shall be kept on-site, with a date imprint at all times. The Construction Manager will take pictures of all work as part of the project records. Photos/slides/electronic media will be submitted to NJ TRANSIT as requested and all negatives/photos/slides/discs will be turned over to NJ TRANSIT at the completion of the Work. The Construction Manager shall maintain photographic records detailing the status of all construction work in progress for each contract and program element. Such records (minimum of two (2) prints) shall be submitted as part of the monthly reports described above.

Deliverables: [For all Program components]

- Document Control Logs
- Meeting minutes as required
- Meeting log
- Inquiry & complaint log
- Cost Account records
- Outline of filing system
- Submittal of as-built drawings
- Daily job diaries
- Daily Inspection Reports
- Project progress reports
- Project photographs

TASK C2 - INSPECTION/TESTING

 The Construction Manager shall conduct on-site inspections of all work performed by the Construction Contractor to determine that such work is being performed in conformance with the respective contract construction plans,

Project schedule, specifications, codes, permits and other applicable regulations. The Construction Manager's Inspectors will keep daily records of the construction work on the Inspector's Daily Record of Work in progress in addition to keeping bound daily dairies. All completed Project Work shall be approved by the Construction Manager prior to final approval/acceptance of such work by NJ TRANSIT.

The Construction Manager shall coordinate with NJ TRANSIT's Licensed Site Remediation Professional (LSRP) for any environmental aspects or provisions of this Contract. The LSRP will be solely responsible for any environmental testing or inspections. The LSRP's remediation scope will be with the most recent regulations of the NJ Department of Environmental Protection, US Environmental Protection Agency (EPA), OSHA, and any Federal, State, or local agency governing this Project.

The Construction Manager shall identify all non-compliant Project Work and notify the respective Construction Contractor within a twenty-four (24) hour period. The Construction Manager shall evaluate the non-conformance of the Project Work and determine if a Stop Work notice is required. Prior to the Construction Manager's issuance of a Stop Work notice being issued to any Construction Contractor, the Construction Manager shall inform NJ TRANSIT's Project Manager of the non-conformance work and receive approval on the recommended actions to be taken. The Construction Manager will enforce the Stop Work notice on the respective Construction Contractor by not allowing any progress work associated with the non-compliant work to continue until the Construction Contractor has either corrected the work to conform to the project specifications, or has justified the reasons for the non-compliance to the complete satisfaction of NJ TRANSIT. The Construction Manager will not allow progressive Project Work to continue until NJ TRANSIT has issued a directive to proceed. The Construction Manager shall keep an updated log regarding non-compliant work on site; this log shall conform to the procedures outlined in Section II., C.1.

The Construction Manager shall conduct on and off site (if necessary) inspection and testing of all material and equipment to be incorporated and/or installed as part of the Project. All such items shall be approved by the Construction Manager prior to placement, installation and/or final acceptance of such Project Work by NJ TRANSIT.

The Construction Manager will maintain one (1) set of as-built construction prints. These drawings will be kept up to date by redlining all changes, additions, and deletions to the Construction Contract, including subsurface conditions. Update to the redlined prints shall be performed daily.

Deliverables:

- Redline Prints (As-Builts)
- Inspector's Daily Record of Work progress
- Inspector's Daily Diaries
- Inspection reports as required
- NPC Log

The Construction Manager shall be responsible for overseeing all field tests, structural and material quality and installation, as may be required, of the Construction Contractors to ensure material and equipment compliance with the specifications and to evaluate and approve the quality and workmanship of all Project Work within seven (7) calendar days after its installation. As part of the Construction Contractor's contract, the Construction Contractor shall retain an NJ TRANSIT approved independent laboratory/testing agency certified in the areas within which they shall be performing such services, with a written report detailing all test data, results and recommended action. NJ TRANSIT will review the testing agencies submitted by the Construction Contractor for approval. The Construction Contractor shall submit all testing reports to the Construction Manager for review. The Construction Manager, upon review, shall either approve or reject these reports.

The Construction Manager shall certify that all manufacturers' testing required under the specifications has been performed prior to any material or equipment being installed or placed into service.

Within six (6) months prior to the completion of General Construction Contract Phase 2, the Construction Manager will submit to NJ TRANSIT a comprehensive testing and commissioning program to be used by the Construction Contractor for interim and final acceptance testing of all the building and yard systems.

Deliverables:

- Testing Plans/Programs
- Testing/Monitoring/Survey information as required

The Construction Manager shall ensure that the Construction Contractor's handling of any contaminated material is conducted in strict compliance with all Federal, State and local regulations. Upon discovery of any contaminated material, the Construction Manager shall immediately notify NJ TRANSIT.

Deliverables: Recommendation memos as appropriate

TASK C3 - SCHEDULE CONTROL

a. The Construction Manager will also have the responsibility of the review of all construction CPM schedules submitted by the Construction Contractor, within fourteen (14) calendar days of the Construction Manager's receipt of the Construction Contractor's submission.

Review and analysis shall be conducted by skilled, experienced personnel using the latest version of Primavera software. The Construction Manager's review will verify that the schedule submitted is in conformance with the associated Construction Contract requirements and that Project Work sequences are consistent with the Construction milestones/completion dates and NJ TRANSIT force account work schedules. The Construction Manager shall reject all Construction Contractor submissions that do not meet these requirements and make note of said submission in the submission log. After the Construction Manager's initial review, the Construction Manager shall submit the Construction Contractor CPM schedule/monthly updates to the NJ TRANSIT Construction Manager with his/her recommended action; the Construction Manager shall log all submissions sent out for review and the submission receipt after review. The Construction Manager will provide to the Construction Contractor comments or approval within twenty-five (25) days after the Construction Manager's receipt of the submission from NJ TRANSIT's Project Manager.

- b. The Construction Contractor shall update the CPM schedules on a monthly basis, or more frequently as required, to reflect changes and progress in construction. The Construction Manager shall either review and approve or recommend rejection of such schedules and recommend actions that need to be undertaken for the Construction Contract appearing to be behind schedule.
- c. The Construction Manager will plan Schedule Meetings on a regular basis on or about the 25th day of the month. During this "monthly" Schedule Meeting, in addition to the in-depth review of the Detailed Project Schedule (DPS), the Project progress (i.e., completed activities and percent complete of partially completed activities) shall be discussed. The Construction Manager shall determine the percent of Project Work that is completed and the Construction Contractor advised accordingly. Subsequent to this meeting, the Construction Contractor shall update the DPS and shall submit the monthly Narrative Report and the revised DPS to the Construction Manager as part of its Payment Application.

Deliverables:

- Construction Contractor's CPM Reviews
- Project construction schedule and updates
- Impact Analyses and Extension of Time Reviews, as necessary

TASK C4 - STAGING AND SITE SPECIFIC WORK PLANS

- a. Within thirty (30) calendar days from NJ TRANSIT issuing the Notice to Proceed for the Construction Contract, the Construction Contractor will prepare Construction Staging Plans for the work to ensure flow control and sequencing of various work elements; such plans shall be coordinated through the Construction Manager with NJ TRANSIT Rail Operations. These staging plans shall be submitted to the Construction Manager for review and approval.
- b. The Construction Manager shall have ten (10) calendar days from receipt to review all construction, installation or other Site Specific Work Plans (SSWPs) developed and prepared by the Construction Contractor. Each SSWP will indicate the methods proposed to complete respective work elements. The Construction Manager will verify that the submitted SSWP Plans are consistent with NJ TRANSIT requirements for Construction Work Plans and that the Work Plans correspond to the staging plans included in the construction bid documents. The Construction Manager shall reject all Construction Contractor submissions that do not meet these requirements and make note of said submission in the submission log. After the initial Construction Manager review, the Construction Manager will submit the Work Plan to NJ TRANSIT's Construction Manager for review and approval. The Construction Manager will ensure that the Construction Contractor receive comments or approval within thirty (30) calendar days after submission and notify NJ TRANSIT's Construction Manager if this period has elapsed. NJ TRANSIT shall approve such plans prior to the Project Work commencing in the field.

Deliverables: Construction staging plans and SSWP reviews and comments

TASK C5 – SHOP DRAWINGS AND MATERIAL REVIEW/HANDLING

a. The Construction Manager shall follow detailed procedures established during the set-up for the Document Control System for the Project for expediting the processing and review of shop drawings and materials. The Construction Management Team shall maintain a shop drawing and material submittal log and shall coordinate the processing and review of all

such data with the Project Design Consultant. The Construction Manager should assume that the Design Consultant will complete its review of all submissions within twenty-one (21) calendar days of receipt of the same from the Construction Manager.

- b. Upon receipt of the Construction Contractor construction shop drawing and material submissions, the Construction Manager shall have three (3) calendar days to review all submissions for Construction Contract conformance prior to forwarding to the Design Consultant and/or the respective utility. If a Construction Contractor's submission is not in conformance with the Construction Contract, the Construction Manager shall reject the submission and log its rejection and resubmission. The Construction Manager shall log each submission sent to the Design Consultant and inform NJ TRANSIT's Project Manager when the Design Consultant's review has taken in excess of twenty-one (21) calendar days. The Construction Manager shall forward to the Construction Contractor their submissions with the Design Consultant's approval or comments of rejection, within five (5) calendar days after receipt from the Design Consultant.
- c. The Construction Manager shall take such actions as may be required to prevent installation of any material or equipment not approved or certified. The Construction Manager shall promptly notify the Construction Contractor of any and all work or items that fail to conform to the contract plans or specifications. As directed by NJ TRANSIT, the Construction Manager and/or Resident Engineer will provide facility/plant inspections of Construction Contractor supplied materials to be used on the Project.

d. Requests for Information (RFI):

A Request for Information (RFI) may be initiated by NJ TRANSIT, Construction Contractor, Construction Manager, suppliers, manufacturers, and any other party relevant to the Project. The normal flow of RFIs is from the Construction Contractor through the Construction Manager to the Design Engineer. A Construction Contractor initiated RFI may question inconsistencies or request clarification of the Construction Contract documents. The Construction Manager will generate the RFI form, assign it a number and a response date and forward it to the responding party. RFIs will be logged and tracked by the Construction Management Team and returned within fourteen (14) calendar Days.

Deliverables:

Document control sheets

- Construction Contractor submittal log
- RFI Review/response log

TASK C6 - PROJECT CHANGE MANAGEMENT

- a. The Construction Manager shall follow the detailed change order procedures established in the Pre-Construction Phase for expediting the review and negotiations of all Notice of Proposed Change (NPC) and Construction Contractor Initiated Change Order Requests (CICOR), as per the Change Order requirements in the General Provisions for Construction, in coordination with NJ TRANSIT Contracting Officer or duly authorized representative. The Construction Manager will maintain a NPC or CICOR log and coordinate the review and negotiations of all NPCs or CICORs with NJ TRANSIT's Project Manager and the Contracting Officer's duly authorized representative.
- b. When a proposed change in the work has been brought to the attention of the Construction Manager, and at the sole direction of NJ TRANSIT's Construction Manager, the Construction Manager will issue a NPC or CICOR to the respective Construction Contractor and prepare the corresponding cost estimate. Upon receipt of the Construction Contractor's NPC or CICOR cost proposal, the Construction Manager will have five (5) calendar days to review the submission for entitlement, perform a cost analysis, price analysis, and submit to NJ TRANSIT's Construction Manager its recommended action for such requested contract modification.
- c. The Construction Manager will coordinate and participate in the negotiation meetings of all NPCs and CICORs. The Construction Manager shall not negotiate any NPC or CICOR without the NJ TRANSIT Contracting Officer and Construction Manager present. The NJ TRANSIT Contracting Officer is the only person authorized to direct the respective Construction Contractor to proceed with the work as may be changed by our NPC or CICOR.

Deliverables:

 As applicable, Change Order File containing COR's, NPC's and Change Order Status Log and materials developed in "a." above ((i.e. estimates, quotes, price analysis, cost analysis, negotiation plan, takeoffs, schedule back-up, records of negotiations and settlement, etc.)

TASK C7 - QUALITY ASSURANCE & QUALITY CONTROL

a. The Construction Manager shall develop and maintain a Quality Assurance/ Quality Control (QA/QC) program, which shall conform to NJ TRANSIT and Federal Transit Administration (FTA) requirements. The Construction Manager shall also designate a member of the Construction Management team who shall ensure the implementation of such QA/QC program and shall approve similar plans prepared and submitted for review by the Construction Contractor.

DeliverableS:

- Written QA/QC Program
- Nonconformance Reports
- Material Certificates
- Test Results

TASK C8 - PROJECT SAFETY

- a. Prior to commencement of work on railroad property, Construction Management personnel working on the site shall attend NJ TRANSIT's safety orientation class provided by NJ TRANSIT at no cost to the Construction Manager. Consultant is responsible for travel arrangements of his personnel to off-site NJ TRANSIT training facilities. Each trained employee will be issued a safety sticker to be placed on the employee's hardhat and photo identification badge. The employee must display the sticker/badge when working on NJ TRANSIT Railroad Property. Consultant will bear all costs except the training fees associated with safety training of his team personnel.
- b. The Construction Manager shall designate a Safety Officer who shall have full authority to act on behalf of the Construction Manager at all times to ensure that all Project Work is being performed in accordance with Standard Industry Practices and with State and Federal laws regulating job safety. The Safety Officer shall review and approve all Construction Contractor SSWPs. Questionable work practices planned to be used by the Construction Contractor shall be noted by the Construction Manager and promptly brought to the attention of the Construction Contractor prior to the commencement of such work in the field.
- c. Given the nature of the construction site through an active rail yard, site safety takes on added emphasis not only to construction personnel but also to protect NJ TRANSIT personnel and property. To maximize Project safety, the Construction Manager will review the Construction Contractor(s) safety programs and make recommendations to NJ TRANSIT for changes,

if any. The Construction Manager will conduct periodic meetings with NJ TRANSIT and Construction Contractor's supervisory personnel for the purpose of reviewing the status of the Project's Safety and Loss Prevention Program and reviewing emergency and first aid plans.

- d. Should the Construction Contractor be performing any aspect of the Project Work in an unsafe manner that could jeopardize human safety, the Construction Manager shall issue a Stop Work Order to the Construction Contractor and prepare a detailed report of the occurrence that justified this action. The Stop Work Order shall not be lifted until the Construction Contractor has implemented corrective measures to eliminate the unsafe practice. The elimination of an unsafe practice shall be determined by the Construction Manager and NJ TRANSIT. In no event shall NJ TRANSIT be responsible for costs associated with CM's measures to eliminate the unsafe practice and/or remedy the Stop Work Order.
- e. The Construction Manager will develop procedures with the Construction Contractor so that visitors to the site are first directed to the Construction Management Office, and, if appropriate, NJ TRANSIT can be notified.

Deliverables:

- STOP WORK ORDER, if applicable
- Accident reports
- Safety checklist
- Minutes of Safety Meetings
- Visitors Log
- Nonconformance Report

TASK C9 - PROJECT CLOSE-OUT

a. The Construction Manager shall determine when a Construction Contract is substantially complete and obtain the concurrence of NJ TRANSIT's Construction Manager prior to his preparation of a punch list of work remaining to be finished for such contracts. In coordination with NJ TRANSIT, the Construction Manager will prepare a punch list of incomplete or unsatisfactory items and their scheduled dates of completion. Certificates of Substantial Completion shall be prepared with the punch list attached, and the Certificate approved by the Construction Manager, the Design Consultant and the Construction Contractor. The Certificate will then be given to NJ TRANSIT for approval. The Construction Manager will also submit any necessary documentation for the assessment of liquidated damages.

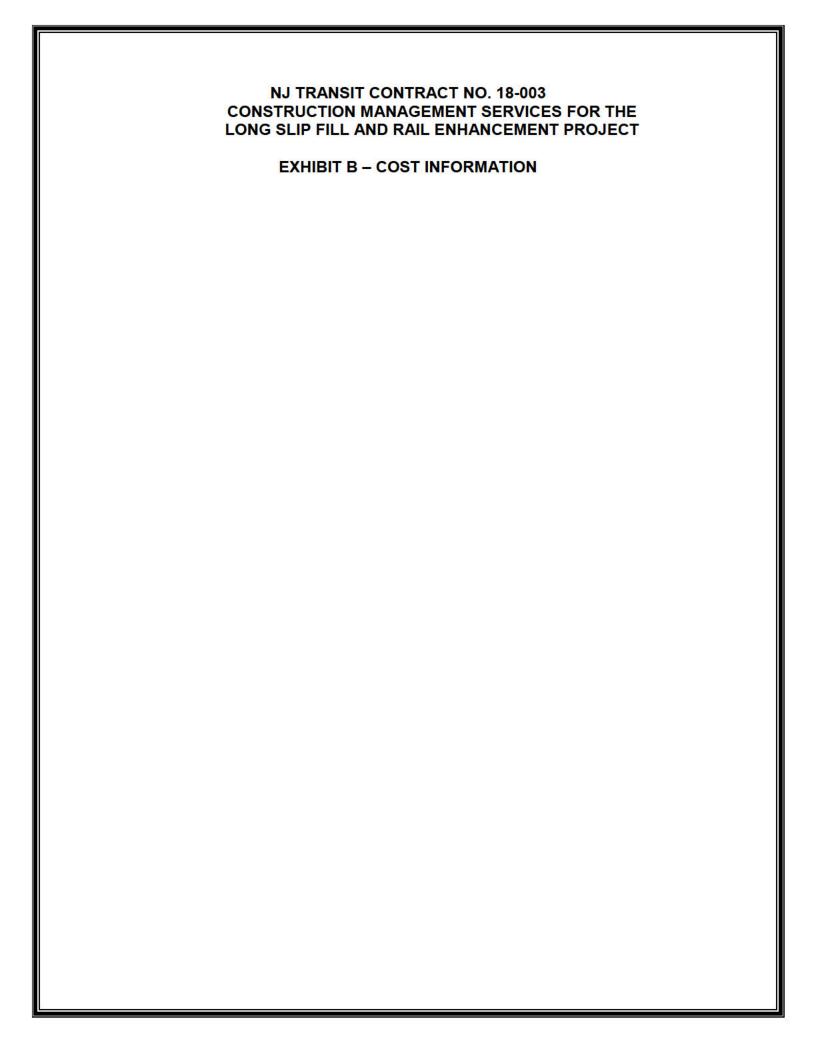
- b. The Construction Manager will coordinate the correction and completion of remaining work identified on the punch list. The Construction Manager will generate a monthly report on the status of punch list items.
- c. The Construction Manager shall determine final completion and provide written notice to NJ TRANSIT and the Project Design Engineer that punch list items have been resolved and the Project Work is ready for final inspection. After satisfactory final inspection and NJ TRANSIT concurrence, secure and transmit to the Contracting Officer the required guarantees, affidavits, releases, bonds, Operating & Maintenance Manuals, waivers, etc. The Construction Manager shall certify in writing that all work has been completed in accordance with the plans and specifications and, that final estimate of payment to the Construction Contractor are correct.
- d. The Construction Manager shall advise NJ TRANSIT's Construction Manager in writing when all Building Systems (HVAC, Lighting, etc.) and Communications Systems have been tested, approved and are ready to be placed into service. The testing of the systems should be conducted in accordance with the testing and commissioning program submitted by the Construction Manager to meet the requirements of Task C2. The Construction Manager shall also assist in the preparation of plans for initial start-up of operations and shall provide support to NJ TRANSIT before and after initiating operation.
- e. The Construction Manager will coordinate with NJ TRANSIT's Construction Manager to schedule any training necessary for NJ TRANSIT personnel on all applicable equipment and systems. The Construction Manager shall submit within five (5) calendar days of receipt of the specific training manuals and session outline, a recommendation of action to NJ TRANSIT's Construction Manager. Under no circumstances shall the Construction Manager allow training of any NJ TRANSIT personnel without the prior approval by NJ TRANSIT's Construction Manager.
- f. The Construction Manager should anticipate approximately a six (6) month contract closeout period.

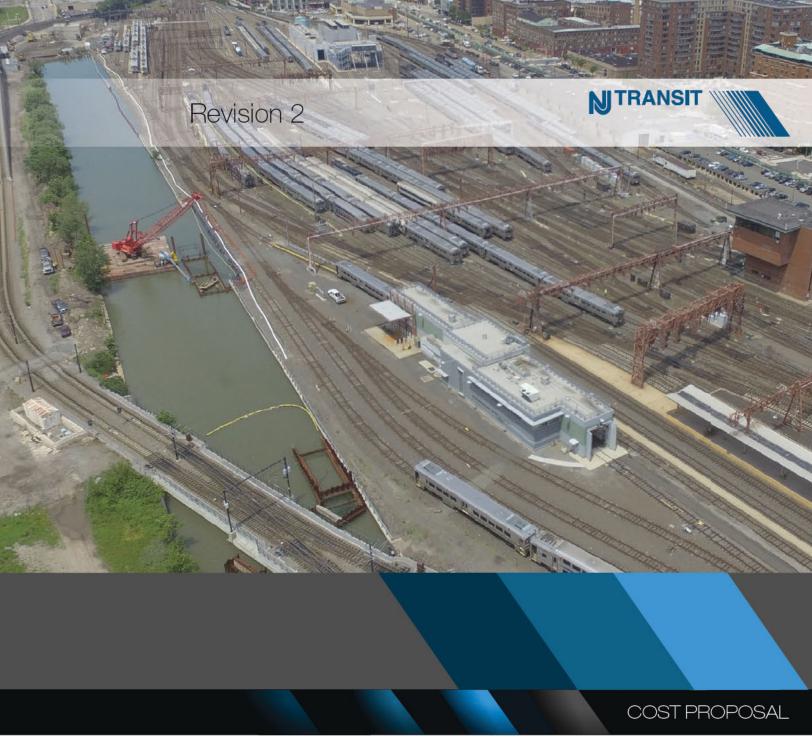
Deliverables:

- Certificate of Substantial Completion
- Punch List and subsequent updates
- Monthly Punch List Status Report
- Construction Contractor's Certificate of Completion
- Affidavit of payment
- Record Drawings

TASK C10 - AS DIRECTED

- a. The Construction Manager shall include an As Directed Task in the Cost Proposal which shall have 2000 man-hours allotted for technical professional staff.
- b. The Construction Management firm will be given a \$300,000.00 allowance for miscellaneous surveying, testing and monitoring throughout the life of the project and where there is no provision for such testing in the construction contract. This allowance is only to be spent upon the written approval of NJ TRANSIT's Construction Manager/Designee.
- c. The Construction Manager shall ensure that a land surveying team is immediately available to perform surveying activities as necessary and upon request of the Construction Manager. An allowance of \$300,000.00 shall be included in the direct expenses of the cost proposal; this allowance shall not be used without the previous approval of NJ TRANSIT's Construction Manager.





CONSTRUCTION MANAGEMENT SERVICES

Long Slip Fill and Rail Enhancement Project

RFP NO. 18-003





November 6, 2018

NJTRANSIT Procurement Department, 6th Floor One Penn Plaza East Newark, New Jersey 07105

Attention:

Bid Desk / Ms. Taishida Chapman

Managing Contract Specialist

Reference:

Construction Management Services for the Long Slip Fill and Rail Enhancement Project

RFP No. 18-003 - Revised Cost Proposal

Dear Ms. Chapman:

Enclosed is STV's revised Cost Proposal for the above referenced project. The escalation rate has been reduced to 3% as requested by NJTRANSIT.

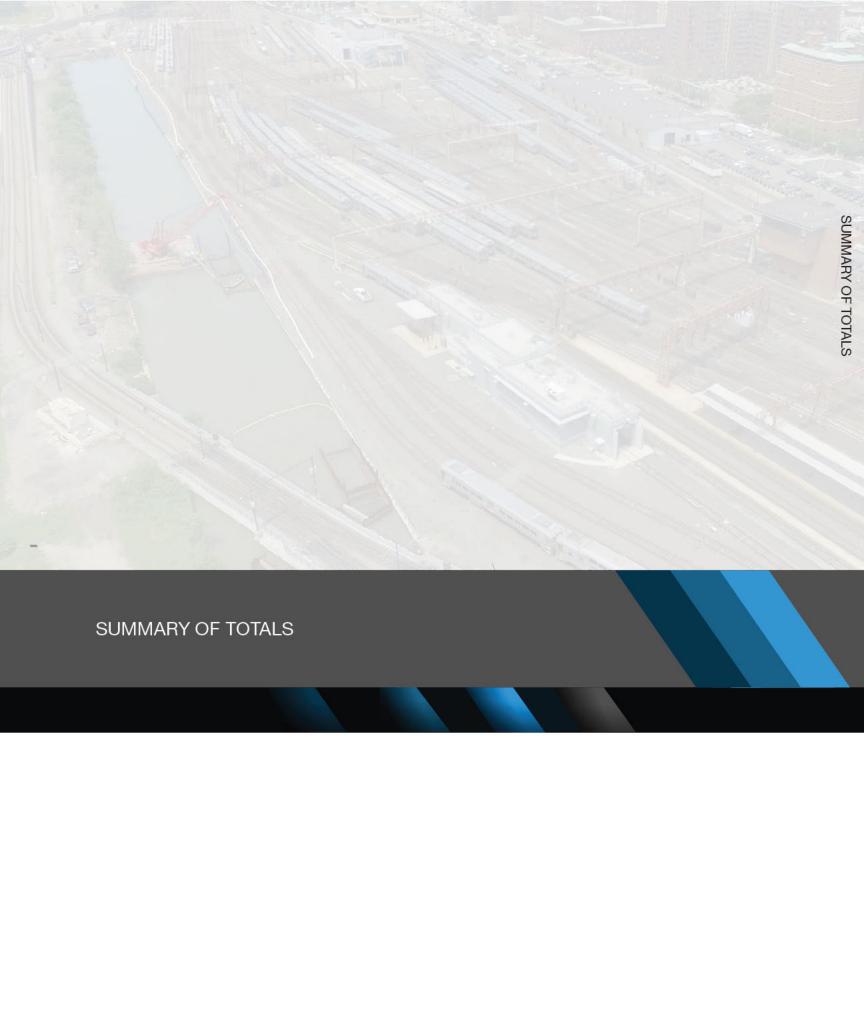
We look forward to working with NJTRANSIT on this important project. Please feel free to contact me directly at (212) 614-3453 or Richard.Amodei@stvinc.com to discuss this cost proposal in further detail.

Sincerely,

Richard Amodei

Northeast Regional Manager

Principal-in-Charge



Construction Management Services (CMS) Cost Proposal

CMS Consultant

LONG SLIP FILL & RAIL ENHANCEMENT PROJECT

o.	Description		Units	Est. Qty.		Rate (Average)		Est Amount
	Construction Management Adminis	tration						
	CMS Consultant Labor							
	PROJECT DIRECTOR	0	Hr	480	\$	131.80	\$	63,263.82
	CONSTRUCTION MANAGER	F	Hr	3,360	\$	130.13	\$	437,244.88
	OFFICE ENGINEER / DCS	F	Hr	6,960	\$	50.69	\$	352,817.43
	RESIDENT ENGINEER	F	Hr	6,720	\$	80.01	\$	537,699.1
	PRE-CONSTRUCTION MANAGER	0	Hr	336	\$	95.75	\$	32,172.6
	COST ESTIMATING	0	Hr	1,768	\$	82.11	\$	145,171.4
	PRE-CON > TRACK	0	Hr	72	\$	95.00	\$	6,840.0
	PRE-CON > STRUCTURAL/BRIDGE	0	Hr	72	\$	95.00	\$	6,840.00
	PRE-CON > SIGNALS	0	Hr	72	\$	95.00	\$	6,840.0
	PRE-CON > CATANERY/OCS	0	Hr	72	\$	95.00	\$	6,840.00
	PRE-CON > BUILDINGS	0	Hr	72	\$	95.00	\$	6,840.00
	PRE-CON > VALUE ENGINEERING	0	Hr	72	\$	95.00	\$	6,840.00
	PRE-CON > CONSTRUCTABILITY	0	Hr	72	\$	95.00	\$	6,840.0
	RR COORDINATOR / FA	F	Hr	1,728	\$	112.65	\$	194,657.8
	ASSISTANT RE (GC.02)	F	Hr	2,916	\$	89.36	\$	260,587.30
	ASSISTANT RE (GC.01)	F	Hr	3,888	\$	77.73	\$	302,206.3
	DOCUMENT CONTROL SPECIALIST	F	Hr	6,960	\$	42.81	\$	297,934.7
					\$	-	\$	-
		Total Task	c Hrs	35,620	Hrs	Sub-Total Labor	\$	2,671,635.69
						Overhead Office	\$	422,721.3
						Overhead Field	\$	2,855,701.03
							\$	5,950,058.04
						Fixed Fee at 10%	\$	595 005.80
				Tota	al Direct Labor, C	OH & Fee	\$	6,545,063.85
	Consultant Direct Expenses							
	Travel / Mileage		LS				\$	20,000.00
	Reproduction & Publication		LS				\$	5,000.00
							4	
						Total Direct Expenses	\$	25,000.0
	Sub-Contractor Expenses (Mileage/1			NA CENAENT A CO.	WCTD ATION		\$	46,000.00
	тот	AL CONSTR	UCTION MA	NAGEMENT ADMII	VISTRATION		\$	6,616,063.85

ask No.	Description		Units	Est. Qty.		Rate (Average)	Est Amount
C2	Inspection & Testing	_			_		
	CMS Consultant Labor						
	OFFICE ENGINEER / DCS	F	Hr	1,200	\$	50.69	\$ 60,830.59
	RESIDENT ENGINEER	F	Hr	720	\$	80.01	\$ 57,610.63
	INSPECTOR - CIVIL/STRUCTURAL	F	Hr	9,600	\$	55.25	\$ 530,442.76
	INSPECTOR - CIVIL/STRUCTURAL	F	Hr	4,320	\$	83.54	\$ 360,895.73
	INSPECTOR - BUILDINGS/MEP	F	Hr	1,760	\$	76.96	\$ 135,453.06
	INSPECTOR - COMMS	F	Hr	1,600	\$	92.46	\$ 147,940.00
	ASSISTANT RE (GC.02)	F	Hr	324	\$	89.36	\$ 28,954.14
	ASSISTANT RE (GC.01)	F	Hr	576	\$	77.73	\$ 44,771.32
	INSPECTOR - CIVIL/STRUCTURAL	F	Hr	6,400	\$	55.20	\$ 353,268.03
	INSPECTOR - CATANERY/OCS	F	Hr	2,080	\$	84.49	\$ 175,732.82
	INSPECTOR - OCS	F	Hr	2,400	\$	61.96	\$ 148,697.00
	DOCUMENT CONTROL SPECIALIST	F	Hr	1,200	\$	42.81	\$ 51,368.06
	INSPECTOR - SIGNALS	F	Hr	1,600	\$	58.58	\$ 93,724.17
					\$	-	\$ -
					\$	-	\$ -
					\$	-	\$ -
					\$	-	\$ -
					\$	-	\$ -
					\$	-	\$ -
		Total Task H	Irs	33,780	Hrs	Sub-Total Labor	\$ 2,189,688.30
						Overhead Office	\$ -
						Overhead Field	\$ 2 717 931.21
							\$ 4,907,619.51
						Fixed Fee at 10%	\$ 490 761.95
				Tota	al Direct Labor, C)H & Fee	\$ 5,398,381.46
	Consultant Direct Expenses						
	Travel / Mileage		LS				\$ 20,000.00
	Reproduction & Publication		LS				\$ 5,000.00
						Total Direct Expenses	\$ 25,000.0
	Sub-Contractor Expenses (Mileage/	Tolls/Reproduc	ction)				\$ 33,000.0
				TOTAL INSPI	ECTION & TESTIN	IG	\$ 5,456,381.46

ο.	Description	·	Jnits	Est. Qty.		Rate (Average)	Est Amount
	Schedule Control					_	
	CMS Consultant Labor						
	CONSTRUCTION MANAGER	F	Hr	240	:	30.13	\$ 31,231.78
	RESIDENT ENGINEER	F	Hr	720		\$ 80.01	\$ 57,610.63
	ASSISTANT RE (GC.02)	F	Hr	324		\$ 89.36	\$ 28,954.14
	ASSISTANT RE (GC.01)	F	Hr	576		\$ 77.73	\$ 44,771.32
	SCHEDULER	О	Hr	1,008		\$ 84.49	\$ 85,162.83
						-	\$ -
					:	-	\$ -
						-	\$ -
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						-	\$ -
						-	\$ -
						-	\$ -
						-	\$ _
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						-	\$ -
							\$ _
		Total Task H	rs	2,868	Hrs	Sub-Total Labor	\$ 247,730.69
						Overhead Office	\$ 100,517.69
						Overhead Field	\$ 201 213.63
							\$ 549,462.01
						Fixed Fee at 10%	\$ 54,946.20
				То	tal Direct Labo	or, OH & Fee	\$ 604,408.21
	Consultant Direct Expenses						
	Travel / Mileage		LS				\$ -
	Reproduction & Publication		LS				\$ -
	Office Supplies/I-Pads/Software		LS				\$ -
						Total Direct Expenses	\$ -
	Sub-Contractor Expenses (Mileage/	/Tolls/Reproduc	tion)				\$ 7,000.00
	, , ,	•	•	TOTAL SC	HEDULE CONT	ROL	\$ 611,408.21

k No.	Description		Units	Est. Qty.		Rate (Average)		Est Amount
C4	Staging & Site Specific Work Plans							
	CMS Consultant Labor							
	CONSTRUCTION MANAGER	F	Hr	480	\$	130.13	\$	62,463.55
	RESIDENT ENGINEER	F	Hr	480	\$	80.01	\$	38,407.08
	RR COORDINATOR / FA	F	Hr	480	\$	112.65	\$	54,071.64
	ASSISTANT RE (GC.02)	F	Hr	216	\$	89.36	\$	19,302.76
	ASSISTANT RE (GC.01)	F	Hr	576	\$	77.73	\$	44,771.32
	. ,				\$	-	\$	-
					\$	-	\$	_
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					\$	-	\$	_
					\$	-	\$	_
					\$	-	\$	_
					\$	-	\$	-
					\$	-	\$	-
		Total Task	Hrs	2,232	Hrs	Sub-Total Labor	\$	219,016.35
						Overhead Office	\$	-
						Overhead Field	\$	266 773.74
							\$	485,790.09
						Fixed Fee at 10%	\$	48,579.01
				Tot	al Direct Labor, C	OH & Fee	\$	534,369.10
	Consultant Direct Expenses				•			
	Travel / Mileage		LS				\$	-
	Reproduction & Publication		LS				, \$	-
	•						-	
						Total Direct Expenses	\$	-
	Sub-Contractor Expenses (Mileage/T	Γolls/Reprodι	uction)			•	\$	-
	, , , , , , ,	• •	,	TOTAL STAGING &	SITE SPECIFIC WO	ORKPLANS	\$	534,369.10

No.	Description	Units Est. Qty. Rate				Rate (Average)	ı	st Amount
	Shop Drawing & Material Review/H	landling						
	CMS Consultant Labor							
	CONSTRUCTION MANAGER	F	Hr	240	\$	130.13	\$	31,231.78
	OFFICE ENGINEER / DCS	F	Hr	1,200	, \$	50.69	\$	60,830.59
	RESIDENT ENGINEER	F	Hr	, 720	\$	80.01	\$	57,610.63
	ASSISTANT RE (GC.02)	F	Hr	324	\$	89.36	\$	28,954.14
	ASSISTANT RE (GC.01)	F	Hr	432	, \$	77.73	\$	33,578.49
	DOCUMENT CONTROL SPECIALIST	F	Hr	1,200	, \$	42.81	\$	51,368.06
				,	, \$	-	\$	-
					Ś	-	\$	-
					, \$	-	\$	_
					, \$	-	\$	_
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					, \$	-	\$	-
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					Ś	-	Ś	_
					\$	-	\$	_
					Ś	-	\$	_
		Total Task	Hrs	4,116	Hrs	Sub-Total Labor	\$	263,573.68
				•		Overhead Office	\$	-
						Overhead Field	\$	312,064.88
							\$	575,638.56
						Fixed Fee at 10%	\$	57 563.8 <u>6</u>
				Tot	al Direct Labor, (OH & Fee	\$	633,202.41
	Consultant Direct Expenses				,		•	•
	Travel / Mileage		LS				\$	_
	Reproduction & Publication		LS				\$	3,000.00
						Total Direct Expenses	\$	3,000.00
	Sub-Contractor Expenses (Mileage/						4	
	тот	AL SHOP DR	AWINGS & I	MATERIAL REVIEW	//HANDLING		\$	636,202.41

Task No.	Description		Units	Est. Qty.		Rate (Average)		Est Amount
C6	Change Orders							
	CMS Consultant Labor							
	CONSTRUCTION MANAGER	F	Hr	240	\$	130.13	\$	31,231.78
	OFFICE ENGINEER / DCS	F	Hr	480	\$	50.69	\$	24,332.24
	RESIDENT ENGINEER	F	Hr	240	\$	80.01	\$	19,203.54
	RR COORDINATOR / FA	F	Hr	240	\$	112.65	\$	27,035.82
	ASSISTANT RE (GC.02)	F	Hr	108	\$	89.36	\$	9,651.38
	ASSISTANT RE (GC.02)	F	Hr	144	\$	77.73	\$	11,192.83
	DOCUMENT CONTROL SPECIALIST	F	Hr	480	\$	42.81	\$	20,547.22
	DOCOMENT CONTROL SI ECIALIST	•	'''	400	\$	42.01	\$	20,547.22
					\$	_	\$	_
					\$	_	\$	_
					\$	_	\$	_
					\$	_	\$	_
					¢		\$	_
					ç	_	ç	_
					\$	_	\$	_
					\$		\$	
		Total Task H	Irc	1,932	Hrs	Sub-Total Labor	\$	143,194.81
		Total Tusk II	113	1,332	1113	Overhead Office	\$	143,134.81
						Overhead Field	\$	169,597.68
						Overnead Field	\$	312,792.49
						Fixed Fee at 10%	\$	31 279.25
				Total	al Direct Labor, (\$	344,071.73
	Consultant Direct Expenses			100	ai Direct Labor, (on a ree	Ą	344,071.73
	Travel / Mileage		LS				¢	
	Reproduction & Publication		LS				\$ \$	-
	Reproduction & Publication		LJ				ب	-
						Total Direct Expenses	\$	-
	Sub-Contractor Expenses (Mileage/	Tolls/Reproduc	ction)			·		
			•	TOTAL C	HANGE ORDERS		\$	344,071.73

Description		Units	Est. Qty.		Rate (Average)	- 1	st Amount
Quality Assurance & Quality Control							
CMS Consultant Labor							
CONSTRUCTION MANAGER	F	Hr	240	\$	130.13	\$	31,231.78
QA/QC MANAGER	0	Hr	864	\$	82.44	\$	71,225.3
RESIDENT ENGINEER	F	Hr	500	\$	80.01	\$	40,007.3
ASSISTANT RE (GC.02)	F	Hr	208	\$	89.36	\$	18,587.85
ASSISTANT RE (GC.01)	F	Hr	250	\$	77.73	\$	19,431.99
				\$	-	\$	-
				\$	-	\$	-
				\$	-	\$	_
				\$	-	\$	_
				\$	-	\$	_
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				, \$	-	\$	-
				, \$	-	\$	-
				, \$	-	\$	-
				Ś	<u>-</u>	\$	_
	Total Task	Hrs	2,062	Hrs	Sub-Total Labor	\$	180,484.32
			_,		Overhead Office	\$	104,366.47
					Overhead Field	\$	136 190.77
					o remeda mela	\$	421,041.56
					Fixed Fee at 10%	Ś	42,104.16
			Tot	al Direct Labor, C		\$	463,145.71
Consultant Direct Expenses			100			7	103,1 13.71
Travel / Mileage		LS				\$	2,000.00
Reproduction & Publication		LS				\$	2,000.00
Reproduction & Labilitation		LJ				Ą	_
					Total Direct Expenses	\$	2,000.00
Sub-Contractor Expenses (Mileage/To	olls/Reprod	luction)					
		то	TAL QUALITY ASSU	IRANCE & QUALIT	TY CONTROL	\$	465,145.71

lo.	Description		Units	Est. Qty.		Rate (Average)	ı	st Amount
	Project Safety							
	CMS Consultant Labor							
	CONSTRUCTION MANAGER	F	Hr	240	\$	130.13	\$	31,231.78
	SAFETY OFFICER	F	Hr	864	\$	73.79	\$	63,756.86
	RESIDENT ENGINEER	F	Hr	240	\$	80.01	\$	19,203.54
	ASSISTANT RE (GC.02)	F	Hr	108	\$	89.36	\$	9,651.38
	ASSISTANT RE (GC.01)	F	Hr	144	\$	77.73	\$	11,192.83
	A3313 TARY RE (GC.01)	•	• • • • • • • • • • • • • • • • • • • •	177	\$	-	\$	-
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					ې خ	-	ې د	-
					\$ \$	-	\$ \$	-
					\$		\$	
		Total Task F	Irc	1,596	Hrs	Sub-Total Labor	\$	135,036.39
		Total Tusk I	113	1,330	1113	Overhead Office	\$	133,030.33
						Overhead Field	\$	171,440.49
						Overneau meiu	\$ \$	306,476.88
						Fixed Fee at 10%	\$ \$	30 647.69
				Tata	d Diwart Labour 4		\$	
	Committee Discot Francisco			1016	al Direct Labor, (on a ree	Ş	337,124.56
	Consultant Direct Expenses		1.0				.	4 000 00
	Travel / Mileage		LS				\$ \$	4,000.00
	Reproduction & Publication		LS				\$	-
						Total Direct Expenses	\$	4,000.00
	Sub-Contractor Expenses (Mileage,	/Tolls/Reprodu	ction)	7074			4	244 424 56
				TOTAL PI	ROJECT SAFETY		\$	341,124.56

No.	Description		Units	Est. Qty.		Rate (Average)	Est Amount		
)	Project Close-out								
	CMS Consultant Labor								
	CONSTRUCTION MANAGER	F	Hr	192	\$	130.13	\$	24,985.42	
	OFFICE ENGINEER / DCS	F	Hr	720	\$	50.69	\$	36,498.35	
	RESIDENT ENGINEER	F	Hr	1,000	\$	80.01	\$	80,014.76	
	DOCUMENT CONTROL SPECIALIST	F	Hr	240	\$	42.81	\$	10,273.61	
					\$	-	\$	-	
					\$	-	\$	_	
					\$	-	\$	-	
					\$	-	\$	-	
					, \$	-	\$	-	
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					, \$	-	\$	-	
					\$	-	\$	-	
					\$	-	\$	_	
					\$	-	Ś	_	
					\$	-	\$	_	
					\$	-	\$	-	
		Total Task I	Hrs	2,152	Hrs	Sub-Total Labor	\$	151,772.15	
						Overhead Office	\$	-	
						Overhead Field	\$	191,382.70	
							\$	343,154.84	
						Fixed Fee at 10%	\$	34 315.48	
				Tot	al Direct Labor, (OH & Fee	\$	377,470.33	
	Consultant Direct Expenses						•	, , ,	
	Travel / Mileage		LS				\$	_	
	Reproduction & Publication		LS				\$	-	
	Reproduction & Publication LS								
						Total Direct Expenses	\$	-	
	Sub-Contractor Expenses (Mileage/	Tolls/Reprodu	iction)						
				TOTAL PR	DJECT CLOSE-OU	Τ	\$	377,470.33	

No.	Description		Units	Est. Qty.		Rate (Average)		Est Amount
0	As-Directed							
	CMS Consultant Labor							
	SUPPORT - ARCHITECTURAL	0	Hr	222	\$	85.00	\$	18,870.00
	SUPPORT - GEOTECHNICAL	0	Hr	222	\$	85.00	\$ \$	18,870.00
	SUPPORT - GEOTECHNICAL SUPPORT - ENVIRONMENTAL	0	Hr	222	\$	85.00	\$ \$	18,870.00
	SUPPORT - CIVIL	0	Hr	224	\$	85.00	\$ \$	19,040.00
	SUPPORT - CIVIL	_		224		85.00		•
		0	Hr		\$		\$	18,870.00
	SUPPORT - COMMS	0	Hr	222	\$	85.00	\$	18,870.00
	SUPPORT - RESILIENCY	0	Hr	222	\$	85.00	\$	18,870.00
	SUPPORT - COMMISSIONING	0	Hr	222	\$	85.00	\$	18,870.00
	SUPPORT - COMMISSIONING	0	Hr	222	\$	85.00	\$	18,870.00
					\$	-	\$	-
					\$	-	\$	-
					\$	-	\$	-
					\$	-	\$	-
					\$	-	\$	-
					\$	-	\$	-
					\$	-	\$	-
		Total Task F	Irs	2,000	Hrs	Sub-Total Labor	\$	170,000.00
						Overhead Office	\$	249,611.62
						Overhead Field	\$	-
							\$	419,611.62
						Fixed Fee at 10%	\$	41,961.16
				Tot	al Direct Labor,	OH & Fee	\$	461,572.78
	Task C10 Allowance						\$	600,000.00
	Consultant Direct Expenses							
	Travel / Mileage		LS				\$	-
	Reproduction & Publication		LS				\$	-
						Total Direct Expenses	\$	-
	Sub-Contractor Expenses (Mileage,	/Tolls/Reprodu	ction)			Total Direct Expenses	Ţ	
	· · · · · ·	-		TOTAL	AS DIRECTED		\$	1,061,572.78

Summary of Totals

PROJECT DIRECTOR CONSTRUCTION MANAGER QA/QC MANAGER SAFETY OFFICER OFFICE ENGINEER / DCS COST ESTIMATING RESIDENT ENGINEER INSPECTOR - CIVIL/STRUCTURAL PRE-CONSTRUCTION MANAGER PRE-CON > TRACK PRE-CON > STRUCTURAL/BRIDGE PRE-CON > SIGNALS PRE-CON > CATANERY/OCS PRE-CON > BUILDINGS PRE-CON > VALUE ENGINEERING PRE-CON > CONSTRUCTABILITY INSPECTOR - BUILDINGS/MEP INSPECTOR - COMMS SUPPORT - ARCHITECTURAL SUPPORT - GEOTECHNICAL SUPPORT - ENVIRONMENTAL SUPPORT - CIVIL SUPPORT - MEP SUPPORT - COMMS SUPPORT - RESILIENCY RR COORDINATOR / FA ASSISTANT RE (GC.02) SUPPORT - COMMISSIONING ASSISTANT RE (GC.01) INSPECTOR - CIVIL/STRUCTURAL INSPECTOR - CATANERY/OCS INSPECTOR - OCS SUPPORT - COMMISSIONING DOCUMENT CONTROL SPECIALIST SCHEDULING INSPECTOR - SIGNALS SUPPORT - SURVEY SUPPORT - TESTING Sub-total Direct Labor 6,372,132.38 Sub-total Office OH \$ 877,217.11 Sub-total Field OH 7,899,513.22 Sub-total DL + OH 14,271,645.60 Sub-total 10% Profit 1,427,164.56 Task C10 Allowance 600,000.00 Sub-total Direct Expenses 145,000.00

16,443,810.16

88,358

16,443,810.16

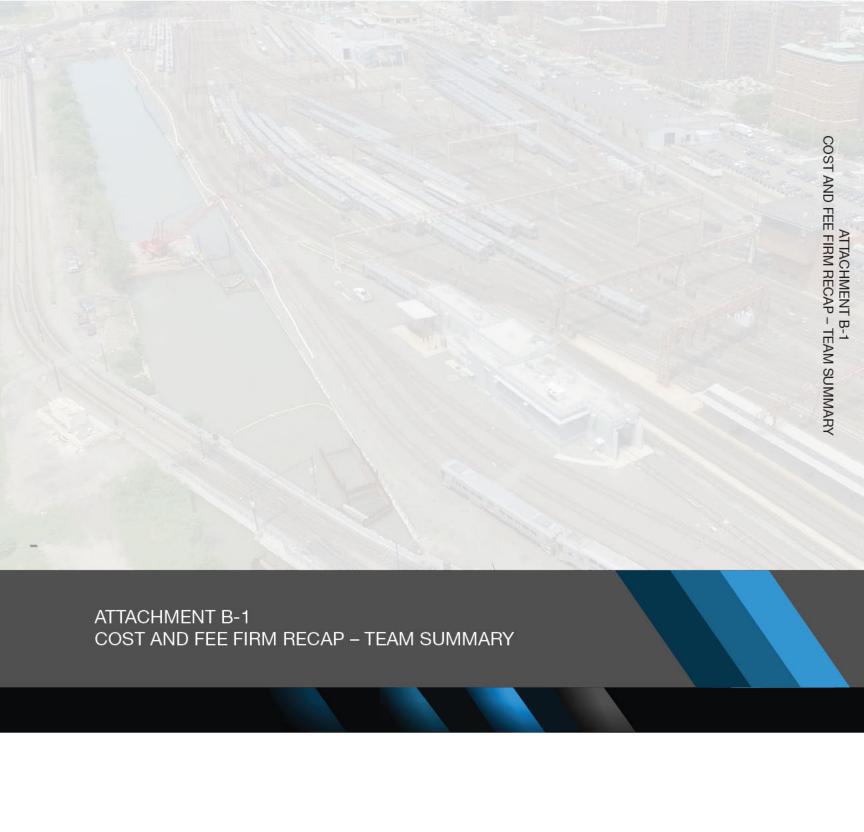
Total Direct Labor & Expenses

Total Consultant Services

Total Man-Hours

Color Codes Labor Hours 0 F

Direct Labor, OH & Fees Task Direct Expenses **Subcontract Expenses Subtask and Project Totals** Office Overhead Applied Field Overhead Applied



COST AND FEE FIRM RECAP - TEAM SUMMARY

FIRM	MAN HOURS	TOTAL DIRECT LABOR COST			DIRECT LABOR COST (OH)	SUBTOTAL			FIXED FEE @ 10%	DIRECT EXPENSES	TOTAL COST
STV INCORPORATED	50784	\$	3,853,990.94	\$	5,049,149.98	\$	8,903,140.93	\$	890,314.09	\$ 59,000.00	\$ 9,852,455.02
NAIK CONSULTING	7198	\$	699,278.46	\$	792,189.49	\$	1,491,467.95	\$	149,146.80	\$ 23,000.00	\$ 1,663,614.75
TY LIN INTERNATIONAL	17688	\$	1,208,484.31	\$	1,470,733.62	\$	2,679,217.93	\$	267,921.79	\$ 33,000.00	\$ 2,980,139.73
ENVISION CONSULTANTS	11088	\$	516,654.49	\$	487,652.01	\$	1,004,306.50	\$	100,430.65	\$ 30,000.00	\$ 1,134,737.15
GARG CONSULTING	1600	\$	93,724.17	\$	99,788.12	\$	193,512.30	\$	19,351.23	\$ 300,000.00	\$ 512,863.52
DISTINCT ENGINEERING	0	\$	-	\$	-	\$	-	\$	-	\$ 300,000.00	\$ 300,000.00
TOTAL	88358	\$	6,372,132.38	\$	7,899,513.22	\$	14,271,645.60	\$	1,427,164.56	\$ 745,000.00	\$ 16,443,810.16



COST AND FEE TASKS RECAP - TEAM SUMMARY

FIRM ALL

Task	DESCRIPTION	TOTAL MAN- HOURS PER TASK		TAL DIRECT ABOR COST	IRECT LABOR OST - OFFICE	DIRECT LABOR COST - FIELD	SUBTOTAL		SUBTOTAL		FIXED FEE @10%	DIRECT EXPENSES	TOTAL COST
C1	CM ADMINISTRATION	35620	\$:	2,671,635.69	\$ 422,721.34	\$ 2,855,701.01	\$	5,950,058.04	\$ 595,005.80	\$ 71,000.00	\$ 6,616,063.85		
C2	INSPECTION/TESTING	33780	\$	2,189,688.30	\$ -	\$ 2,717,931.21	\$	4,907,619.51	\$ 490,761.95	\$ 58,000.00	\$ 5,456,381.46		
C3	SCHEDULE CONTROL	2868	\$	247,730.69	\$ 100,517.69	\$ 201,213.63	\$	549,462.01	\$ 54,946.20	\$ 7,000.00	\$ 611,408.21		
C4	STAGING/SITE SPECIFIC WORK PLANS	2232	\$	219,016.35	\$ -	\$ 266,773.74	\$	485,790.09	\$ 48,579.01	\$ -	\$ 534,369.10		
C5	SHOP DRAWINGS/MATERIAL REVIEW	4116	\$	263,573.68	\$ -	\$ 312,064.88	\$	575,638.56	\$ 57,563.86	\$ 3,000.00	\$ 636,202.41		
C6	PROJECT CHANGE MANAGEMENT	1932	\$	143,194.81	\$ -	\$ 169,597.68	\$	312,792.49	\$ 31,279.25	\$ -	\$ 344,071.73		
C7	QA/QC	2062	\$	180,484.32	\$ 104,366.47	\$ 136,190.77	\$	421,041.56	\$ 42,104.16	\$ 2,000.00	\$ 465,145.71		
C8	PROJECT SAFETY	1596	\$	135,036.39	\$ -	\$ 171,440.49	\$	306,476.88	\$ 30,647.69	\$ 4,000.00	\$ 341,124.56		
C 9	PROJECT CLOUSEOUT	2152	\$	151,772.15	\$ -	\$ 191,382.70	\$	343,154.84	\$ 34,315.48	\$ -	\$ 377,470.33		
C10	AS DIRECTED	2000	\$	170,000.00	\$ 249,611.62	\$ -	\$	419,611.62	\$ 41,961.16	\$ 600,000.00	\$ 1,061,572.78		
TOTAL		88358	\$ 6	6,372,132.38	\$ 877,217.11	\$ 7,022,296.11	\$	14,271,645.60	\$ 1,427,164.56	\$ 745,000.00	\$ 16,443,810.16		



COST AND FEE TASKS RECAP - BY FIRM

FIRM STV INCORPORATED

TASK	DESCRIPTION	TOTAL MAN- HOURS PER TASK		CT LABOR COST	RECT LABOR ST - OFFICE	DIRECT LABOR COST - FIELD	SUBTOTAL	FIXED FEE @10%	DIRECT EXPENSES		TOTAL COST	
C1	CM ADMINISTRATION	20128	\$ 1,6	616,249.40	\$ 422,721.34	\$ 1,709,360.14	\$ 3,748,330.87	\$ 374,833.09	\$ 2	5,000.00	\$	4,148,163.96
C2	INSPECTION/TESTING	19200	\$ 1,2	293,172.76	\$ -	\$ 1,664,830.62	\$ 2,958,003.38	\$ 295,800.34	\$ 2	5,000.00	\$	3,278,803.72
C3	SCHEDULE CONTROL	960	\$	88,842.40	\$ -	\$ 114,375.71	\$ 203,218.11	\$ 20,321.81	\$	-	\$	223,539.92
C4	STAGING/SITE SPECIFIC WORK PLANS	960	\$ 1	100,870.64	\$ -	\$ 129,860.86	\$ 230,731.50	\$ 23,073.15	\$	-	\$	253,804.65
C5	SHOP DRAWINGS/MATERIAL REVIEW	2160	\$ 1	149,672.99	\$ -	\$ 192,689.01	\$ 342,362.01	\$ 34,236.20	\$	3,000.00	\$	379,598.21
C6	PROJECT CHANGE MANAGEMENT	960	\$	74,767.56	\$ -	\$ 96,255.75	\$ 171,023.31	\$ 17,102.33	\$	-	\$	188,125.64
C7	QA/QC	1604	\$ 1	142,464.48	\$ 104,366.47	\$ 91,713.29	\$ 338,544.24	\$ 33,854.42	\$	2,000.00	\$	374,398.66
C8	PROJECT SAFETY	1344	\$ 1	114,192.18	\$ -	\$ 147,011.01	\$ 261,203.18	\$ 26,120.32	\$	4,000.00	\$	291,323.50
C9	PROJECT CLOUSEOUT	1912	\$ 1	141,498.53	\$ -	\$ 182,165.21	\$ 323,663.75	\$ 32,366.37	\$	-	\$	356,030.12
C10	AS DIRECTED	1556	\$ 1	132,260.00	\$ 193,800.58	\$ -	\$ 326,060.58	\$ 32,606.06	\$	-	\$	358,666.64
TOTAL		50784	\$ 3,8	353,990.94	\$ 720,888.38	\$ 4,328,261.60	\$ 8,903,140.93	\$ 890,314.09	\$ 5	9,000.00	\$	9,852,455.02

COST AND FEE TASKS RECAP - BY FIRM

FIRM

NAIK CONSULTING

TASK	DESCRIPTION	TOTAL MAN- HOURS PER TASK	DIRECT LABOR COST	INDIRECT LABOR COST - OFFICE	RECT LABOR OST - FIELD	SUBTOTAL	FIXED FEE @10%		DIRECT EXPENSES		TOTAL COST
C1	CM ADMINISTRATION	4644	\$ 455,245.20	\$ -	\$ 513,197.91	\$ 968,443.11	\$	96,844.31	\$ 12,000	.00	\$ 1,077,287.42
C2	INSPECTION/TESTING	324	\$ 28,954.14	\$ -	\$ 32,640.01	\$ 61,594.15	\$	6,159.42	\$ 11,000	.00	\$ 78,753.57
C3	SCHEDULE CONTROL	324	\$ 28,954.14	. \$ -	\$ 32,640.01	\$ 61,594.15	\$	6,159.42	\$		\$ 67,753.57
C4	STAGING/SITE SPECIFIC WORK PLANS	696	\$ 73,374.40	\$ -	\$ 82,714.96	\$ 156,089.36	\$	15,608.94	\$		\$ 171,698.30
C5	SHOP DRAWINGS/MATERIAL REVIEW	324	\$ 28,954.14	. \$ -	\$ 32,640.01	\$ 61,594.15	\$	6,159.42	\$		\$ 67,753.57
C6	PROJECT CHANGE MANAGEMENT	348	\$ 36,687.20	\$ -	\$ 41,357.48	\$ 78,044.68	\$	7,804.47	\$		\$ 85,849.15
C7	QA/QC	208	\$ 18,587.85	\$ -	\$ 20,954.08	\$ 39,541.93	\$	3,954.19	\$		\$ 43,496.12
C8	PROJECT SAFETY	108	\$ 9,651.38	\$ -	\$ 10,880.00	\$ 20,531.38	\$	2,053.14	\$		\$ 22,584.52
C9	PROJECT CLOUSEOUT	0	\$ -	\$ -	\$ -	\$ -	\$	-	\$		\$ -
C10	AS DIRECTED	222	\$ 18,870.00	\$ 25,165.03	\$ -	\$ 44,035.03	\$	4,403.50	\$		\$ 48,438.54
TOTAL		7198	\$ 699,278.46	\$ 25,165.03	\$ 767,024.46	\$ 1,491,467.95	\$	149,146.80	\$ 23,000	.00	\$ 1,663,614.75

COST AND FEE TASKS RECAP - BY FIRM

FIRM

TY LIN INTERNATIONAL

TASK	DESCRIPTION	TOTAL MAN- HOURS PER TASK	DIRECT LABOR COST	INDIRECT LABOR COST - OFFICE	INDIRECT LABOR COST - FIELD SUBTOTAL		FIXED FEE @10%	DIRECT EXPENSES	TOTAL COST	
C1	CM ADMINISTRATION	3888	\$ 302,206.38	\$ -	\$ 365,835.93	\$ 668,042.31	\$ 66,804.23	\$ 17,000.00	\$ 751,846.54	
C2	INSPECTION/TESTING	11456	\$ 722,469.16	\$ -	\$ 874,585.05	\$ 1,597,054.21	\$ 159,705.42	\$ 16,000.00	\$ 1,772,759.63	
C3	SCHEDULE CONTROL	576	\$ 44,771.32	\$ -	\$ 54,197.92	\$ 98,969.23	\$ 9,896.92	\$ -	\$ 108,866.15	
C4	STAGING/SITE SPECIFIC WORK PLANS	576	\$ 44,771.32	\$ -	\$ 54,197.92	\$ 98,969.23	\$ 9,896.92	\$ -	\$ 108,866.15	
C5	SHOP DRAWINGS/MATERIAL REVIEW	432	\$ 33,578.49	\$ -	\$ 40,648.44	\$ 74,226.92	\$ 7,422.69	\$ -	\$ 81,649.62	
C6	PROJECT CHANGE MANAGEMENT	144	\$ 11,192.83	\$ -	\$ 13,549.48	\$ 24,742.31	\$ 2,474.23	\$ -	\$ 27,216.54	
C7	QA/QC	250	\$ 19,431.99	\$ -	\$ 23,523.40	\$ 42,955.40	\$ 4,295.54	\$ -	\$ 47,250.94	
C8	PROJECT SAFETY	144	\$ 11,192.83	\$ -	\$ 13,549.48	\$ 24,742.31	\$ 2,474.23	\$ -	\$ 27,216.54	
C9	PROJECT CLOUSEOUT	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C10	AS DIRECTED	222	\$ 18,870.00	\$ 30,646.01	\$ -	\$ 49,516.01	\$ 4,951.60	\$ -	\$ 54,467.61	
TOTAL		17688	\$ 1,208,484.31	\$ 30,646.01	\$ 1,440,087.61	\$ 2,679,217.93	\$ 267,921.79	\$ 33,000.00	\$ 2,980,139.73	

COST AND FEE TASKS RECAP - BY FIRM

FIRM ENV

ENVISION CONSULTANTS

TASK	DESCRIPTION	TOTAL MAN- HOURS PER TASK	DIR	RECT LABOR COST	INDIRECT LABOR COST - OFFICE	DIRECT LABOR COST - FIELD	SUBTOTAL	ı	FIXED FEE @10%	DIRECT EXPENSES		TOTAL COST
C1	CM ADMINISTRATION	6960	\$	297,934.72	\$ -	\$ 267,307.03	\$ 565,241.75	\$	56,524.17	\$ 17,000.00	\$	638,765.92
C2	INSPECTION/TESTING	1200	\$	51,368.06	\$ -	\$ 46,087.42	\$ 97,455.47	\$	9,745.55	\$ 6,000.00	\$	113,201.02
C3	SCHEDULE CONTROL	1008	\$	85,162.83	\$ 100,517.69	\$ -	\$ 185,680.51	\$	18,568.05	\$ 7,000.00	\$	211,248.57
C4	STAGING/SITE SPECIFIC WORK PLANS	0	\$	-	\$ -	\$ -	\$ -	\$	-	\$ -	\$	-
C5	SHOP DRAWINGS/MATERIAL REVIEW	1200	\$	51,368.06	\$ -	\$ 46,087.42	\$ 97,455.47	\$	9,745.55	\$ -	\$	107,201.02
C6	PROJECT CHANGE MANAGEMENT	480	\$	20,547.22	\$ -	\$ 18,434.97	\$ 38,982.19	\$	3,898.22	\$ -	\$	42,880.41
C7	QA/QC	0	\$		\$ -	\$ -	\$ -	\$	-	\$ -	\$	-
C8	PROJECT SAFETY	0	\$	-	\$ -	\$ -	\$ -	\$	-	\$ -	\$	-
C9	PROJECT CLOUSEOUT	240	\$	10,273.61	\$ -	\$ 9,217.48	\$ 19,491.09	\$	1,949.11	\$ -	\$	21,440.20
C10	AS DIRECTED	0	\$	-	\$ -	\$ -	\$ -	\$	-	\$ -	\$	-
TOTAL		11088	\$	516,654.49	\$ 100,517.69	\$ 387,134.32	\$ 1,004,306.50	\$	100,430.65	\$ 30,000.00	\$	1,134,737.15

COST AND FEE TASKS RECAP - BY FIRM

FIRM GARG CONSULTING

TASK	DESCRIPTION	TOTAL MAN- HOURS PER TASK	DIRECT LABOR COST	INDIRECT LABOR COST - OFFICE	INDIRECT LABOR COST - FIELD	SUBTOTAL	FIXED FEE @10%	DIRECT EXPENSES	TOTAL COST	
C1	CM ADMINISTRATION	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C2	INSPECTION/TESTING	1600	\$ 93,724.17	\$ -	\$ 99,788.12	\$ 193,512.30	\$ 19,351.23	\$ -	\$ 212,863.52	
C3	SCHEDULE CONTROL	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C4	STAGING/SITE SPECIFIC WORK PLANS	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C5	SHOP DRAWINGS/MATERIAL REVIEW	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C6	PROJECT CHANGE MANAGEMENT	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C7	QA/QC	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C8	PROJECT SAFETY	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C9	PROJECT CLOUSEOUT	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C10	AS DIRECTED	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000.00	\$ 300,000.00	
TOTAL		1600	\$ 93,724.17	\$ -	\$ 99,788.12	\$ 193,512.30	\$ 19,351.23	\$ 300,000.00	\$ 512,863.52	

COST AND FEE TASKS RECAP - BY FIRM

FIRM DISTINCT ENGINEERING

TASK	DESCRIPTION	TOTAL MAN- HOURS PER TASK	DIRECT LABOR COST	INDIRECT LABOR COST - OFFICE	INDIRECT LABOR COST - FIELD	SUBTOTAL	FIXED FEE @10%	DIRECT EXPENSES	TOTAL COST
C1	CM ADMINISTRATION	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C2	INSPECTION/TESTING	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C3	SCHEDULE CONTROL	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C4	STAGING/SITE SPECIFIC WORK PLANS	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C 5	SHOP DRAWINGS/MATERIAL REVIEW	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C6	PROJECT CHANGE MANAGEMENT	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C7	QA/QC	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C8	PROJECT SAFETY	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C9	PROJECT CLOUSEOUT	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C10	AS DIRECTED	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000.00	\$ 300,000.00
TOTAL		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000.00	\$ 300,000.00



PERSONNEL TEAM DETAIL: TASK/FIRM/STAFF ATTACHMENT B-4

TASK C1: CM ADMINISTRATION FIRM: STV INCORPORATED

TECHNICAL STAFF									
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	O/F	ESTIMATED HOURS		HOURLY RATE		TOTAL SALARY		
BILL BROOKS	PROJECT DIRECTOR	0	480	\$	131.80	\$	63,263.82		
MIKE MOSKOWITZ	CONSTRUCTION MANAGER	F	3360	\$	130.13	\$	437,244.88		
HILARY BRUGER	OFFICE ENGINEER / DCS	F	6960	\$	50.69	\$	352,817.43		
NICK RAINIERI	RESIDENT ENGINEER	F	6720	\$	80.01	\$	537,699.17		
JIM TAKACS	PRE-CONSTRUCTION MANAGER	0	336	\$	95.75	\$	32,172.62		
	TOTAL ESTIMATED HOURS		17856			\$	1,423,197.93		

SUPPORT STAFF								
STAFF PERSON/	PROJECT TITLE	O/E	ESTIMATED		HOURLY		TOTAL	
CLASSIFICATION	OR DISCIPLINE	O/F	HOURS		RATE		SALARY	
THOMAS ZOSTANT	COST ESTIMATING	0	1768	\$	82.11	\$	145,171.47	
FRANK MILLER	PRE-CON > TRACK	0	72	\$	95.00	\$	6,840.00	
STEPHEN MITCHELL	PRE-CON > STRUCTURAL/BRIDGE	0	72	\$	95.00	\$	6,840.00	
JAMES COLLIER	PRE-CON > SIGNALS	0	72	\$	95.00	\$	6,840.00	
BEN CRAWFORD	PRE-CON > CATANERY/OCS	0	72	\$	95.00	\$	6,840.00	
CHRIS CERINO	PRE-CON > BUILDINGS	0	72	\$	95.00	\$	6,840.00	
DAVID KIRK	PRE-CON > VALUE ENGINEERING	0	72	\$	95.00	\$	6,840.00	
PETER DEWES	PRE-CON > CONSTRUCTABILITY	0	72	\$	95.00	\$	6,840.00	
			•					
	TOTAL ESTIMATED HOURS		2272			\$	193,051.47	

TOTAL DIRECT SALARY			\$	1,616,249.40
OVERHEAD % OF DIRECT SALARY COST -OFFICE	OH (OFFICE)	146.53%	\$	422,721.34
OVERHEAD % OF DIRECT SALARY COST - FIELD	OH (FIELD)	128.74%	\$	1,709,360.14
SUBTOTAL: SALARY + OVERHEAD			\$	3,748,330.87
FIXED FEE @ % OF SALARY + OVERHEAD	PROFIT 10.00% \$			374,833.09
DIRECT EXPENSES (itemized)				
	Travel / Mileage	\$ 20,000.00		
Reprod	uction & Publication	\$ 5,000.00		
TOTAL DIRECT EXPENSES			\$	25,000.00
TOTAL THIS TASK			\$	4,148,163.96

PERSONNEL TEAM DETAIL: TASK/FIRM/STAFF ATTACHMENT B-4

TECHNICAL STAFF

O/F

ESTIMATED

HOURLY

TOTAL

TASK C1:	CM ADMINISTRATION	FIRM:	NAIK CONSULTING

PROJECT TITLE

STAFF PERSON/

STATE LIGORY	TROJECT TITLE	0/5	LUTINIATED	HOOKEI	IOIAL
CLASSIFICATION	OR DISCIPLINE	O/F	HOURS	RATE	SALARY
MIKE GASPARTICH	RR COORDINATOR / FA	F	1728	\$ 112.65	\$ 194,657.8
ELI CHARCHAR	ASSISTANT RE (GC.02)	F	2916	\$ 89.36	\$ 260,587.3
	TOTAL ESTIMATED HOURS		4644		\$ 455,245.2
	SI	JPPORT STAFF			
STAFF PERSON/	PROJECT TITLE	0.15	ESTIMATED	HOURLY	TOTAL
CLASSIFICATION	OR DISCIPLINE	O/F	HOURS	RATE	SALARY
	TOTAL ESTIMATED HOURS		0		\$ -
TOTAL DIRECT SALARY					\$ 455,245.2
OVERHEAD % OF DIRECT SA	LARY COST -OFFICE		OH (OFFICE)	133.36%	-
OVERHEAD % OF DIRECT SA	LARY COST - FIELD		OH (FIELD)		513,197.9
SUBTOTAL: SALARY + OVER	HEAD			-	\$ 968,443.1
FIXED FEE @ % OF SALARY +	OVERHEAD		PROFIT	10.00%	\$ 96,844.3
DIRECT EXPENSES (itemized)		Travel / Mileage	\$ 10,000.00	
		Reprodu	ction & Publication		
TOTAL DIRECT EXPENSES				1	\$ 12,000.0
TOTAL THIS TASK					\$ 1,077,287.4

PERSONNEL TEAM DETAIL: TASK/FIRM/STAFF ATTACHMENT B-4

TECHNICAL STAFF

TASK C1: CM ADMINISTRATION FIRM: TY LIN INTERNATIONAL

CLASSIFICATION OR DISCIPLINE HOURS RATE SALARY	STAFF PERSON/	PROJECT TITLE	0/5	ESTIMATED	HOURLY		TOTAL
TOTAL ESTIMATED HOURS 3888 \$ 302,201	CLASSIFICATION	OR DISCIPLINE	O/F	HOURS	RATE		SALARY
SUPPORT STAFF STAFF PERSON/ CLASSIFICATION OR DISCIPLINE O/F HOURS RATE SALARY TOTAL ESTIMATED HOURS TOTAL ESTIMATED HOURS O S TOTAL DIRECT SALARY OVERHEAD % OF DIRECT SALARY COST - OFFICE OH (FIELD) OVERHEAD % OF DIRECT SALARY COST - FIELD OVERHEAD % OF DIRECT SALARY COST - FIELD OVERHEAD % OF DIRECT SALARY COST - FIELD OVERHEAD % OF DIRECT SALARY OVERHEAD FIXED FEE @ % OF SALARY + OVERHEAD Travel / Mileage Reproduction & Publication Reproduction & Publication S 2,000.00 TOTAL DIRECT EXPENSES \$ 15,000.00 Reproduction & Publication S 2,000.00 TOTAL DIRECT EXPENSES \$ 17,000.	BRIAN SALFELDER	ASSISTANT RE (GC.01)	F	3888	\$ 77.73	\$	302,206.38
SUPPORT STAFF STAFF PERSON/ CLASSIFICATION OR DISCIPLINE O/F HOURS RATE SALARY TOTAL ESTIMATED HOURS TOTAL ESTIMATED HOURS O S TOTAL DIRECT SALARY OVERHEAD % OF DIRECT SALARY COST - OFFICE OH (FIELD) OVERHEAD % OF DIRECT SALARY COST - FIELD OVERHEAD % OF DIRECT SALARY COST - FIELD OVERHEAD % OF DIRECT SALARY COST - FIELD OVERHEAD % OF DIRECT SALARY OVERHEAD FIXED FEE @ % OF SALARY + OVERHEAD Travel / Mileage Reproduction & Publication Reproduction & Publication S 2,000.00 TOTAL DIRECT EXPENSES \$ 15,000.00 Reproduction & Publication S 2,000.00 TOTAL DIRECT EXPENSES \$ 17,000.							
SUPPORT STAFF STAFF PERSON/ CLASSIFICATION OR DISCIPLINE O/F HOURS RATE SALARY TOTAL ESTIMATED HOURS TOTAL ESTIMATED HOURS O S TOTAL DIRECT SALARY OVERHEAD % OF DIRECT SALARY COST - OFFICE OH (FIELD) OVERHEAD % OF DIRECT SALARY COST - FIELD OVERHEAD % OF DIRECT SALARY COST - FIELD OVERHEAD % OF DIRECT SALARY COST - FIELD OVERHEAD % OF DIRECT SALARY OVERHEAD FIXED FEE @ % OF SALARY + OVERHEAD Travel / Mileage Reproduction & Publication Reproduction & Publication S 2,000.00 TOTAL DIRECT EXPENSES \$ 15,000.00 Reproduction & Publication S 2,000.00 TOTAL DIRECT EXPENSES \$ 17,000.							
SUPPORT STAFF STAFF PERSON/ CLASSIFICATION OR DISCIPLINE O/F HOURS RATE SALARY TOTAL ESTIMATED HOURS TOTAL ESTIMATED HOURS O S TOTAL DIRECT SALARY OVERHEAD % OF DIRECT SALARY COST - OFFICE OH (FIELD) OVERHEAD % OF DIRECT SALARY COST - FIELD OVERHEAD % OF DIRECT SALARY COST - FIELD OVERHEAD % OF DIRECT SALARY COST - FIELD OVERHEAD % OF DIRECT SALARY OVERHEAD FIXED FEE @ % OF SALARY + OVERHEAD Travel / Mileage Reproduction & Publication Reproduction & Publication S 2,000.00 TOTAL DIRECT EXPENSES \$ 15,000.00 Reproduction & Publication S 2,000.00 TOTAL DIRECT EXPENSES \$ 17,000.							
STAFF PERSON/ CLASSIFICATION OR DISCIPLINE O/F HOURS RATE SALARY TOTAL SALARY TOTAL ESTIMATED HOURS O S TOTAL DIRECT SALARY OVERHEAD % OF DIRECT SALARY COST - OFFICE OH (OFFICE) OH (FIELD) 121.06% SUBTOTAL: SALARY + OVERHEAD OF SALARY		TOTAL ESTIMATED HOURS		3888		\$	302,206.38
CLASSIFICATION OR DISCIPLINE OF HOURS RATE SALARY CLASSIFICATION OR DISCIPLINE TOTAL ESTIMATED HOURS O		SU	PPORT STAFF				
TOTAL ESTIMATED HOURS 0 \$ TOTAL DIRECT SALARY OVERHEAD % OF DIRECT SALARY COST - OFFICE OH (OFFICE) OUVERHEAD % OF DIRECT SALARY COST - FIELD OUVERHEAD % OF DIRECT SALARY COST - FIELD OH (FIELD) SUBTOTAL: SALARY + OVERHEAD FIXED FEE @ % OF SALARY + OVERHEAD DIRECT EXPENSES (itemized) Travel / Mileage \$ 15,000.00 Reproduction & Publication \$ 2,000.00 TOTAL DIRECT EXPENSES \$ 17,000			O/F				
S 302,200	CLASSIFICATION	OK DISCIPLINE		HOOKS	IMIL		JALANI
S 302,200							
S 302,200							
S 302,200							
DVERHEAD % OF DIRECT SALARY COST - OFFICE DH (OFFICE) 162.41% \$		TOTAL ESTIMATED HOURS		0		\$	-
COVERHEAD % OF DIRECT SALARY COST - OFFICE OH (OFFICE) 162.41% \$ COVERHEAD % OF DIRECT SALARY COST - FIELD OH (FIELD) 121.06% \$ 365,835 \$ SUBTOTAL: SALARY + OVERHEAD \$ 668,042 \$ 668,	TOTAL DIRECT SALARY					\$	302,206.38
SUBTOTAL: SALARY + OVERHEAD \$ 668,042 FIXED FEE @ % OF SALARY + OVERHEAD PROFIT 10.00% \$ 66,804 DIRECT EXPENSES (itemized) Travel / Mileage \$ 15,000.00 Reproduction & Publication \$ 2,000.00 TOTAL DIRECT EXPENSES \$ 17,000	OVERHEAD % OF DIRECT SAL	ARY COST -OFFICE		OH (OFFICE)	162.41%	\$	=
FIXED FEE @ % OF SALARY + OVERHEAD PROFIT 10.00% \$ 66,804 DIRECT EXPENSES (itemized) Travel / Mileage \$ 15,000.00 Reproduction & Publication \$ 2,000.00 TOTAL DIRECT EXPENSES \$ 17,000				OH (FIELD) 121.06%			365,835.93
DIRECT EXPENSES (itemized) Travel / Mileage \$ 15,000.00 Reproduction & Publication \$ 2,000.00 Total Direct expenses \$ 17,000 Total Direct	SUBTOTAL: SALARY + OVERI	HEAD				\$	668,042.31
Travel / Mileage \$ 15,000.00 Reproduction & Publication \$ 2,000.00 TOTAL DIRECT EXPENSES \$ 17,000	FIXED FEE @ % OF SALARY +	\$	66,804.23				
Reproduction & Publication \$ 2,000.00	DIRECT EXPENSES (itemized)						
TOTAL DIRECT EXPENSES \$ 17,000				Travel / Mileage	\$ 15,000.00		
·			Reprodu	ction & Publication	\$ 2,000.00		
·							
·	TOTAL DIDECT EVDENCES						4-00-0
	TOTAL DIRECT EXPENSES TOTAL THIS TASK					\$	17,000.00 751,846.54

PERSONNEL TEAM DETAIL: TASK/FIRM/STAFF ATTACHMENT B-4

TASK C1: CM ADMINISTRATION FIRM: ENVISION CONSULTANTS

	TECHNICAL	STAFF				
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	O/F	ESTIMATED HOURS	HOURLY RATE		TOTAL SALARY
NANCY CUNNINGHAM	DOCUMENT CONTROL SPECIALIST	F	6960	\$ 42.8	1 \$	297,934.72
	TOTAL ESTIMATED HOURS		6960		\$	297,934.72
	SUPPORT S	TAFF				
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	O/F	ESTIMATED HOURS	HOURLY RATE		TOTAL SALARY

	SUPPORT STAFF							
STAFF PERSON/	PROJECT TITLE	O/F	ESTIMATED	HOURLY	TOTAL			
CLASSIFICATION	OR DISCIPLINE		HOURS	RATE	SALARY			
	TOTAL ESTIMATED HOURS		0		\$ -			

TOTAL DIRECT SALARY			\$ 297,934.72
OVERHEAD % OF DIRECT SALARY COST -OFFICE	OH (OFFICE)	118.03%	\$ -
OVERHEAD % OF DIRECT SALARY COST - FIELD	OH (FIELD)	89.72%	\$ 267,307.03
SUBTOTAL: SALARY + OVERHEAD			\$ 565,241.75
FIXED FEE @ % OF SALARY + OVERHEAD	PROFIT	10.00%	\$ 56,524.17
DIRECT EXPENSES (itemized)			
	Travel / Mileage	\$ 15,000.00	
	Reproduction & Publication	\$ 2,000.00	
TOTAL DIRECT EXPENSES			\$ 17,000.00
TOTAL THIS TASK			\$ 638,765.92

PERSONNEL TEAM DETAIL: TASK/FIRM/STAFF ATTACHMENT B-4

TASK C2: INSPECTION/TESTING FIRM: STV INCORPORATED

TECHNICAL STAFF									
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	O/F	ESTIMATED HOURS		HOURLY RATE		TOTAL SALARY		
HILARY BRUGER	OFFICE ENGINEER / DCS	F	1200	\$	50.69	\$	60,830.59		
NICK RAINIERI	RESIDENT ENGINEER	F	720	\$	80.01	\$	57,610.63		
SANDEEP VAIDYA	INSPECTOR - CIVIL/STRUCTURAL	F	9600	\$	55.25	\$	530,442.76		
AHMED SHEHABELDIN	INSPECTOR - CIVIL/STRUCTURAL	F	4320	\$	83.54	\$	360,895.73		
STEPHEN URICK	INSPECTOR - BUILDINGS/MEP	F	1760	\$	76.96	\$	135,453.06		
ERIC EBERT	INSPECTOR - COMMS	F	1600	\$	92.46	\$	147,940.00		
	TOTAL ESTIMATED HOURS		19200			\$	1,293,172.76		

	SUPPORT STAFF							
STAFF PERSON/	PROJECT TITLE	O/F	ESTIMATED	HOURLY	TOTAL			
CLASSIFICATION	OR DISCIPLINE	U/F	HOURS	RATE	SALARY			
	TOTAL ESTIMATED HOURS		0		\$ -			

TOTAL DIRECT SALARY		\$	1,293,172.76
OVERHEAD % OF DIRECT SALARY COST -OFFICE OH (OFFI	CE) 146.53%	\$	-
OVERHEAD % OF DIRECT SALARY COST - FIELD OH (FIE	D) 128.749	\$	1,664,830.62
SUBTOTAL: SALARY + OVERHEAD		\$	2,958,003.38
FIXED FEE @ % OF SALARY + OVERHEAD PRO	IT 10.00%	\$ \$	295,800.34
DIRECT EXPENSES (itemized)			
Travel / Mile	ge \$ 20,000.00		
Reproduction & Publicat	on \$ 5,000.00		
TOTAL DIRECT EXPENSES	-	\$	25,000.00
TOTAL THIS TASK		\$	3,278,803.72

TASK C2:	INSPECTION/TESTING	FIRM:	NAIK CONSULTING

	TEC	HNICAL STAFF			
STAFF PERSON/	PROJECT TITLE	- /-	ESTIMATED	HOURLY	TOTAL
CLASSIFICATION	OR DISCIPLINE	O/F	HOURS	RATE	SALARY
ELI CHARCHAR	ASSISTANT RE (GC.02)	F	324	\$ 89.36	\$ 28,954.14
TOTAL ESTIMATED HOURS 324 5					\$ 28,954.14
		PPORT STAFF			
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	O/F	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
CLASSIFICATION	OR DISCIPLINE		HOURS	KAIE	SALARY
	TOTAL ESTIMATED HOURS		0		\$ -
					T
TOTAL DIRECT SALARY	LADVICOCT OFFICE		OH (OFFICE)	133.36%	\$ 28,954.14
OVERHEAD % OF DIRECT SAI OVERHEAD % OF DIRECT SAI	\$ - \$ 32,640.01				
SUBTOTAL: SALARY + OVER	\$ 32,040.01				
SOUTH SALARIT OVER	neno-				7 01,334.13
FIXED FEE @ % OF SALARY +	OVERHEAD		PROFIT	10.00%	\$ 6,159.42
DIRECT EXPENSES (itemized)					
			Travel / Mileage		
		Reprodu	iction & Publication	\$ 1,000.00	
TOTAL DIRECT EXPENSES					\$ 11,000.00
TOTAL THIS TASK					\$ 11,000.00

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TECHNICAL STAFF							
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	O/F	ESTIMATED HOURS		HOURLY RATE		TOTAL SALARY
BRIAN SALFELDER	ASSISTANT RE (GC.01)	F	576	\$	77.73	\$	44,771.32
BHARAT GADARA	INSPECTOR - CIVIL/STRUCTURAL	F	6400	\$	55.20	\$	353,268.03
NICK BATTISTA	INSPECTOR - CATANERY/OCS	F	2080	\$	84.49	\$	175,732.82
MICHAEL FITZSIMMONS	INSPECTOR - OCS	F	2400	\$	61.96	\$	148,697.00
	TOTAL ESTIMATED HOURS		11456			\$	722,469.16

SUPPORT STAFF						
STAFF PERSON/	PROJECT TITLE	0/5	ESTIMATED	HOURLY	TOTAL	
CLASSIFICATION	OR DISCIPLINE	O/F	HOURS	RATE	SALARY	
	TOTAL ESTIMATED HOURS		0		\$ -	

TOTAL DIRECT SALARY			\$ 722,469.16
OVERHEAD % OF DIRECT SALARY COST -OFFICE	OH (OFFICE)	162.41%	\$ -
OVERHEAD % OF DIRECT SALARY COST - FIELD	OH (FIELD)	121.06%	\$ 874,585.05
SUBTOTAL: SALARY + OVERHEAD			\$ 1,597,054.21
FIXED FEE @ % OF SALARY + OVERHEAD	PROFIT	10.00%	\$ 159,705.42
DIRECT EXPENSES (itemized)			
	Travel / Mileage	\$ 15,000.00	
	Reproduction & Publication	\$ 1,000.00	
TOTAL DIRECT EXPENSES			\$ 16,000.00
TOTAL THIS TASK		·	\$ 1,772,759.63

PERSONNEL TEAM DETAIL: TASK/FIRM/STAFF ATTACHMENT B-4

TASK C2: INSPECTION/TESTING FIRM: ENVISION CONSULTANTS

	TECHNICAL S	STAFF					
STAFF PERSON/	STAFF PERSON/ PROJECT TITLE O/F ESTIMATED HOURLY			TOTAL			
CLASSIFICATION	OR DISCIPLINE	0/1	HOURS		RATE		SALARY
NANCY CUNNINGHAM	DOCUMENT CONTROL SPECIALIST	F	1200	\$	42.81	\$	51,368.06
	TOTAL ESTIMATED HOURS		1200			\$	51,368.06
	SUPPORT S'	TAFF					
STAFF PERSON/	PROJECT TITLE	ESTIMATED HOURLY				TOTAL	
CLASSIFICATION	OR DISCIPLINE	O/F	HOURS		RATE		SALARY
TOTAL ESTIMATED HOURS 0						\$	-
	1011120111111112		9			Υ	
TOTAL DIRECT SALARY						\$	51,368.06
OVERHEAD % OF DIRECT SALARY COST -OFFICE OH (OFFICE) 118.03%							-
						\$	46,087.42
SUBTOTAL: SALARY + OVERH	EAD					\$	97,455.47
FIXED FEE @ % OF SALARY + OVERHEAD PROFIT 10.00%						\$	9,745.55
DIRECT EXPENSES (itemized)							
DIRECT EXITENSES (REITIZEA)			Travel / Mileage	\$	6,000.00		
		Reprodu	uction & Publication		-		
TOTAL DIRECT EXPENSES						\$	6,000.00
TOTAL THIS TASK						\$	113,201.02

PERSONNEL TEAM DETAIL: TASK/FIRM/STAFF ATTACHMENT B-4

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TOTAL THIS TASK

	TECH	INICAL STAFF				
STAFF PERSON/	PROJECT TITLE	- /-	ESTIMATED	HOURLY	TC	OTAL
CLASSIFICATION	OR DISCIPLINE	O/F	HOURS	RATE	SA	LARY
ERNEST BRATHWAITE	INSPECTOR - SIGNALS	F	1600	\$ 58.58	\$	93,724.17
	TOTAL ESTIMATED HOURS		1600		\$	93,724.17
			<u>I</u>			·
	SUF	PPORT STAFF				
STAFF PERSON/	PROJECT TITLE	O/F	ESTIMATED HOURLY			OTAL
CLASSIFICATION	OR DISCIPLINE	0/1	HOURS	RATE	SA	LARY
TOTAL ESTIMATED HOURS 0					\$	_
	1017/2 2511117/125 1100115				Υ	
TOTAL DIRECT SALARY					\$	93,724.17
OVERHEAD % OF DIRECT SALARY COST -OFFICE OH (OFFICE)						-
OVERHEAD % OF DIRECT SALARY COST - FIELD OH (FIELD) 106.47%					\$	99,788.12
SUBTOTAL: SALARY + OVERHEAD					\$	193,512.30
FIXED FEE @ % OF SALARY +	FIXED FEE @ % OF SALARY + OVERHEAD PROFIT 10.00%					19,351.23
DIDECT EVDENCES (#	1					
DIRECT EXPENSES (itemized]		Travel / Mileage	s \$ -		
		Renrodu	ıction & Publication			
		пергоис	iction & rabileation			
TOTAL DIRECT EXPENSES				•	\$	-

\$

212,863.52

PERSONNEL TEAM DETAIL: TASK/FIRM/STAFF ATTACHMENT B-4

TECHNICAL STAFF

TASK C3: SCHEDULE CONTROL FIRM: STV INCORPORATED

STAFF PERSON/	PROJECT TITLE	O/F	ESTIMATED	HOURLY	TOTAL
CLASSIFICATION	OR DISCIPLINE	0/1	HOURS	RATE	SALARY
MIKE MOSKOWITZ	CONSTRUCTION MANAGER	F	240	\$ 130.13	\$ 31,231.78
NICK RAINIERI	RESIDENT ENGINEER	F	720	\$ 80.01	\$ 57,610.63
	TOTAL ESTIMATED HOURS		960		\$ 88,842.40
	SUP	PORT STAFF			
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	O/F	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
			110 0110		
	\$ -				
TOTAL DIRECT SALARY					6 00 042 40
OVERHEAD % OF DIRECT SAL	\$ 88,842.40 \$ -				
OVERHEAD % OF DIRECT SAI	\$ 114,375.71				
SUBTOTAL: SALARY + OVERI	\$ 203,218.11				
FIXED FEE @ % OF SALARY +	\$ 20,321.81				
DIRECT EXPENSES (itemized)					
			Travel / Mileage		
		Reprodu	ction & Publication	\$ -	
TOTAL DIRECT EXPENSES					\$ -
TOTAL THIS TASK					\$ 223,539.92

PERSONNEL TEAM DETAIL: TASK/FIRM/STAFF ATTACHMENT B-4

TASK C3: SCHEDULE CONTROL	FIRM:	NAIK CONSULTING
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TOTAL DIRECT EXPENSES
TOTAL THIS TASK

	Т	ECHNICAL STAFF				
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	O/F	ESTIMATED HOURS	HOURLY RATE	TOTA SALAR	
ELI CHARCHAR	ASSISTANT RE (GC.02)	F	324	\$ 89.36	\$	28,954.14
	TOTAL ESTIMATED HOURS		324		\$	28,954.14
		CLIDDODT CTAFE				
STAFF PERSON/	PROJECT TITLE	SUPPORT STAFF	ESTIMATED	HOURLY	ТОТА	1
CLASSIFICATION	OR DISCIPLINE	O/F	HOURS	RATE	SALAR	
	TOTAL ESTIMATED HOURS		0		\$	-
			•			
TOTAL DIRECT SALARY					\$	28,954.14
OVERHEAD % OF DIRECT SA			OH (OFFICE)	133.36%		-
OVERHEAD % OF DIRECT SA			OH (FIELD)	112.73%		32,640.01
SUBTOTAL: SALARY + OVER	INEAU				\$	61,594.15
FIXED FEE @ % OF SALARY +	+ OVERHEAD		PROFIT	10.00%	\$	6,159.42
DIDECT EVDENICES (*)	A.					
DIRECT EXPENSES (itemized)		Travel / Mileage	\$ -		
		Reprodu	uction & Publication			
		•				

67,753.57

PERSONNEL TEAM DETAIL: TASK/FIRM/STAFF ATTACHMENT B-4

TASK C3: SCHEDULE CONTROL FIRM: TY LIN INTERNATIONAL

TOTAL THIS TASK

	TECHNICAL	STAFF			
STAFF PERSON/	PROJECT TITLE	0/5	ESTIMATED	HOURLY	TOTAL
CLASSIFICATION	OR DISCIPLINE	O/F	HOURS	RATE	SALARY
BRIAN SALFELDER	ASSISTANT RE (GC.01)	F	576	\$ 77.73	\$ 44,771.32
	TOTAL ESTIMATED HOURS		576		\$ 44,771.32
	AUDDON'.				
CTASS DEDCOM	SUPPORT S	TAFF		HOURIY	7074
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	O/F	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
CLASSIFICATION	OR DISCIPLINE		HOUKS	RATE	SALARY
	TOTAL ESTIMATED HOURS		0		\$ -
TOTAL DIRECT SALARY					\$ 44,771.32
OVERHEAD % OF DIRECT SAL			OH (OFFICE)		
OVERHEAD % OF DIRECT SAL			OH (FIELD)	121.06%	
SUBTOTAL: SALARY + OVERH	LEAD				\$ 98,969.23
FIXED FEE @ % OF SALARY +	OVERHEAD		PROFIT	10.00%	\$ 9,896.92
FIXED FEE @ % OF SALAKT + 1	OVERNEAD		PROFII	10.00%	\$ 9,890.92
DIRECT EXPENSES (itemized)					
			Travel / Mileage	\$ -	
		Reprodu	uction & Publication	\$ -	
TOTAL DIDECT SUPERIORS					1
TOTAL DIRECT EXPENSES					\$ -

\$

108,866.15

PERSONNEL TEAM DETAIL: TASK/FIRM/STAFF ATTACHMENT B-4

TASK C3: SCHEDULE CONTROL FIRM: ENVISION CONSULTANTS

TECHNICAL STAFF									
STAFF PERSON/	PROJECT TITLE	O/F	ESTIMATED	HOURLY	TOTAL				
CLASSIFICATION	OR DISCIPLINE	37.	HOURS	RATE	SALARY				
	TOTAL ESTIMATED HOURS		0		\$				

	SUPPORT STAFF								
STAFF PERSON/	PROJECT TITLE	O/F	ESTIMATED	HOURLY	TOTAL				
CLASSIFICATION	OR DISCIPLINE		HOURS	RATE	SALARY				
BALVANT PATEL	SCHEDULING	0	1008	\$ 84.49	\$ 85,162.83				
	TOTAL ESTIMATED HOURS		1008		\$ 85,162.83				

TOTAL DIRECT SALARY			Ś	85,162.83
OVERHEAD % OF DIRECT SALARY COST -OFFICE	OH (OFFICE)	118.03%	Ś	100,517.69
OVERHEAD % OF DIRECT SALARY COST - FIELD	OH (FIELD)			-
SUBTOTAL: SALARY + OVERHEAD	OTT (TIELD)	03.7270	\$	185,680.51
			•	,
FIXED FEE @ % OF SALARY + OVERHEAD	PROFIT	10.00%	\$	18,568.05
DIRECT EXPENSES (itemized)				
	Travel / Mileage	\$ 6,000.00		
	Reproduction & Publication	\$ 1,000.00		
TOTAL DIRECT EXPENSES			\$	7,000.00
TOTAL THIS TASK			\$	211,248.57

PERSONNEL TEAM DETAIL: TASK/FIRM/STAFF ATTACHMENT B-4

TASK C4: STAGING/SITE SPECIFIC WORK PLANS FIRM: STV INCORPORATED

TECHNICAL STAFF									
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	O/F	ESTIMATED HOURS	HOURLY RATE		TOTAL SALARY			
MIKE MOSKOWITZ	CONSTRUCTION MANAGER	F	480	\$ 130.13	\$	62,463.55			
NICK RAINIERI	RESIDENT ENGINEER	F	480	\$ 80.01	\$	38,407.08			
	TOTAL ESTIMATED HOURS		960		\$	100,870.64			

	SUPPORT STAFF									
STAFF PERSON/	PROJECT TITLE	O/F	ESTIMATED	HOURLY	TOTAL					
CLASSIFICATION	OR DISCIPLINE		HOURS	RATE	SALARY					
	TOTAL ESTIMATED HOURS		0		\$ -					

TOTAL DIRECT SALARY			\$	100,870.64
OVERHEAD % OF DIRECT SALARY COST -OFFICE	OH (OFFICE)	146.53	% \$	-
OVERHEAD % OF DIRECT SALARY COST - FIELD	OH (FIELD)	128.74	% \$	129,860.86
SUBTOTAL: SALARY + OVERHEAD			\$	230,731.50
FIXED FEE @ % OF SALARY + OVERHEAD	PROFIT	10.00	% \$	23,073.15
DIRECT EXPENSES (itemized)				
	Travel / Mileage	\$ -		
	Reproduction & Publication	\$ -		
TOTAL DIRECT EXPENSES		·	\$	-
TOTAL THIS TASK			\$	253,804.65

PERSONNEL TEAM DETAIL: TASK/FIRM/STAFF ATTACHMENT B-4

TASK C4:	STAGING/SITE SPECIFIC WORK PLANS	FIRM:	NAIK CONSULTING

TOTAL THIS TASK

	TE	CHNICAL STAFF			
STAFF PERSON/	PROJECT TITLE	0/-	ESTIMATED	HOURLY	TOTAL
CLASSIFICATION	OR DISCIPLINE	O/F	HOURS	RATE	SALARY
MIKE GASPARTICH	RR COORDINATOR / FA	F	480	\$ 112.65	\$ 54,071.64
ELI CHARCHAR	ASSISTANT RE (GC.02)	F	216	\$ 89.36	\$ 19,302.76
	TOTAL ESTIMATED HOURS		696		\$ 73,374.40
	S	UPPORT STAFF			
STAFF PERSON/	PROJECT TITLE		ESTIMATED	HOURLY	TOTAL
CLASSIFICATION	OR DISCIPLINE	O/F	HOURS	RATE	SALARY
<u> </u>			110 0110		Ç
	TOTAL ESTIMATED HOURS		0		ć
	TOTAL ESTIMATED HOURS		0		\$ -
TOTAL DIRECT SALARY					\$ 73,374.40
OVERHEAD % OF DIRECT SA	LARY COST -OFFICE		OH (OFFICE)	133.36%	
OVERHEAD % OF DIRECT SA			OH (FIELD)	112.73%	
SUBTOTAL: SALARY + OVER	HEAD				\$ 156,089.36
======================================	0.450.454.0				
FIXED FEE @ % OF SALARY +	OVERHEAD		PROFIT	10.00%	\$ 15,608.94
DIRECT EXPENSES (itemized	1				
	1		Travel / Mileage	\$ -	
		Reprodu	ction & Publication		
					1
TOTAL DIRECT EXPENSES					\$ -

\$

171,698.30

PERSONNEL TEAM DETAIL: TASK/FIRM/STAFF ATTACHMENT B-4

TASK C4: STAGING/SITE SPECIFIC WORK PLANS FIRM: TY LIN INTERNATIONAL

	TECH	INICAL STAFF			
STAFF PERSON/	PROJECT TITLE		ESTIMATED	HOURLY	TOTAL
CLASSIFICATION	OR DISCIPLINE	O/F	HOURS	RATE	SALARY
BRIAN SALFELDER	ASSISTANT RE (GC.01)	F	576	\$ 77.73	\$ 44,771.32
	TOTAL ESTIMATED HOURS		576		\$ 44,771.32
		•			
		PORT STAFF			
STAFF PERSON/	PROJECT TITLE	O/F	ESTIMATED	HOURLY	TOTAL
CLASSIFICATION	OR DISCIPLINE		HOURS	RATE	SALARY
	TOTAL ESTIMATED HOURS		0		\$ -
					Τ.
TOTAL DIRECT SALARY	ADV COCT. OFFICE		011 (055105)	4.62.440/	\$ 44,771.32
OVERHEAD % OF DIRECT SAL			OH (OFFICE) OH (FIELD)		
SUBTOTAL: SALARY + OVER			OH (FIELD)	121.00%	\$ 98,969.23
SOBIOTILE. STEETH TOVER					30,303.23
FIXED FEE @ % OF SALARY +	OVERHEAD		PROFIT	10.00%	\$ 9,896.92
DIRECT EXPENSES (itemized)					
			Travel / Mileage		
		Reprodu	ction & Publication	-	
TOTAL DIRECT EXPENSES				1	\$ -
TOTAL THIS TASK					\$ 108,866.15

PERSONNEL TEAM DETAIL: TASK/FIRM/STAFF ATTACHMENT B-4

TASK C5: SHOP DRAWINGS/MATERIAL REVIEW FIRM: STV INCORPORATED

TECHNICAL STAFF									
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	O/F	ESTIMATED HOURS		HOURLY RATE		TOTAL SALARY		
MIKE MOSKOWITZ	CONSTRUCTION MANAGER	F	240	\$	130.13	\$	31,231.78		
HILARY BRUGER	OFFICE ENGINEER / DCS	F	1200	\$	50.69	\$	60,830.59		
NICK RAINIERI	RESIDENT ENGINEER	F	720	\$	80.01	\$	57,610.63		
	TOTAL ESTIMATED HOURS		2160			\$	149,672.99		

SUPPORT STAFF							
STAFF PERSON/	PROJECT TITLE	O/F	ESTIMATED	HOURLY	TOTAL		
CLASSIFICATION	OR DISCIPLINE	U/F	HOURS	RATE	SALARY		
	TOTAL ESTIMATED HOURS		0		\$ -		

TOTAL DIRECT SALARY			\$ 149,672.99
OVERHEAD % OF DIRECT SALARY COST -OFFICE	OH (OFFICE)	146.53%	\$ -
OVERHEAD % OF DIRECT SALARY COST - FIELD	OH (FIELD)	128.74%	\$ 192,689.01
SUBTOTAL: SALARY + OVERHEAD			\$ 342,362.01
FIXED FEE @ % OF SALARY + OVERHEAD	PROFIT	10.00%	\$ 34,236.20
DIRECT EXPENSES (itemized)			
	Travel / Mileage	\$ -	
	Reproduction & Publication	\$ 3,000.00	
TOTAL DIRECT EXPENSES			\$ 3,000.00
TOTAL THIS TASK			\$ 379,598.21

PERSONNEL TEAM DETAIL: TASK/FIRM/STAFF ATTACHMENT B-4

TASK C5: SHOP DRAWINGS/MATERIAL REVIEW FIRM: NAIK CONSULTING

	TECH	INICAL STAFF				
STAFF PERSON/	PROJECT TITLE	0/5	ESTIMATED	HOURLY		TOTAL
CLASSIFICATION	OR DISCIPLINE	O/F	HOURS	RATE		SALARY
ELI CHARCHAR	ASSISTANT RE (GC.02)	F	324	\$ 89.36	\$	28,954.14
	TOTAL ESTIMATED HOURS		324		\$	28,954.14
			52.) Y	20,33 112 1
		PPORT STAFF			1	
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	O/F	ESTIMATED HOURS	HOURLY RATE		TOTAL SALARY
	TOTAL ESTIMATED HOURS		0		\$	-
TOTAL DIRECT SALARY					\$	28,954.14
OVERHEAD % OF DIRECT SAI	LARY COST -OFFICE		OH (OFFICE)	133.36%		-
OVERHEAD % OF DIRECT SAI			OH (FIELD)	112.73%		32,640.01
SUBTOTAL: SALARY + OVERI	HEAD				\$	61,594.15
FIXED FEE @ % OF SALARY +	FIXED FEE @ % OF SALARY + OVERHEAD PROFIT 10.00%					
DIRECT EXPENSES (itemized)						
			Travel / Mileage			
		Reprodu	ction & Publication	-		
TOTAL DIRECT EXPENSES					\$	-
TOTAL THIS TASK					\$	67,753.57

PERSONNEL TEAM DETAIL: TASK/FIRM/STAFF ATTACHMENT B-4

TASK C5: SHOP DRAWINGS/MATERIAL REVIEW FIRM: TY LIN INTERNATIONAL

	TECHNICAI	L STAFF			
STAFF PERSON/	PROJECT TITLE	O/F	ESTIMATED	HOURLY	TOTAL
CLASSIFICATION	OR DISCIPLINE	0/1	HOURS	RATE	SALARY
BRIAN SALFELDER	ASSISTANT RE (GC.01)	F	432	\$ 77.73	\$ 33,578.4
	TOTAL ESTIMATED HOURS		432		\$ 33,578.4
	TOTAL ESTIMATED HOOKS		732		33,376.4
	SUPPORT	STAFF			
STAFF PERSON/	PROJECT TITLE	O/F	ESTIMATED	HOURLY	TOTAL
CLASSIFICATION	OR DISCIPLINE	-,-	HOURS	RATE	SALARY
	TOTAL ESTIMATED HOURS		0		\$ -
TOTAL DIRECT SALARY					\$ 33,578.4
OVERHEAD % OF DIRECT SALA	ARY COST -OFFICE		OH (OFFICE)	162.41%	
OVERHEAD % OF DIRECT SALA			OH (FIELD)		
SUBTOTAL: SALARY + OVERH	EAD				\$ 74,226.9
FIXED FEE @ % OF SALARY + (OVERHEAD		PROFIT	10.00%	\$ 7,422.6
FIXED FEE @ % OF SALART + C	DVENNEAD		PROFII	10.00%	\$ 7,422.0
DIRECT EXPENSES (itemized)					
			Travel / Mileage		
		Reprodu	ction & Publication	\$ -	
TOTAL DIRECT EXPENSES				1	\$ -
TOTAL THIS TASK					\$ 81,649.6

PERSONNEL TEAM DETAIL: TASK/FIRM/STAFF ATTACHMENT B-4

TASK C5: SHOP DRAWINGS/MATERIAL REVIEW FIRM: ENVISION CONSULTANTS

	TECHNIC	CAL STAFF			
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	O/F	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
NANCY CUNNINGHAM	DOCUMENT CONTROL SPECIALIST	F	1200	\$ 42.81	\$ 51,368.06
	TOTAL ESTIMATED HOURS		1200		\$ 51,368.06
	SUPPO	RT STAFF			
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	O/F	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
	TOTAL ESTIMATED HOURS		0		\$ -
TOTAL DIRECT SALARY					\$ 51,368.06
OVERHEAD % OF DIRECT SALA			OH (OFFICE)	118.03%	
OVERHEAD % OF DIRECT SALA SUBTOTAL: SALARY + OVERHE			OH (FIELD) 89.72%		
SUBTUTAL: SALARY + OVERHI	EAD				\$ 97,455.47
FIXED FEE @ % OF SALARY + C	OVERHEAD		PROFIT	10.00%	\$ 9,745.55
DIRECT EXPENSES (itemized)					
			Travel / Mileage		
		Reprodu	ction & Publication	-	
TOTAL DIRECT EXPENSES					\$ -
TOTAL THIS TASK					\$ 107,201.02

PERSONNEL TEAM DETAIL: TASK/FIRM/STAFF ATTACHMENT B-4

TECHNICAL STAFF

ESTIMATED

HOURLY

TOTAL

TASK C6: PROJECT CHANGE MANAGEMENT FIRM: STV INCORPORATED

PROJECT TITLE

STAFF PERSON/

STAFF PERSON/	PROJECT TITLE	O/F	ESTIMATED	HOUKLI	IOIAL	
CLASSIFICATION	OR DISCIPLINE	0/1	HOURS	RATE	SALARY	
MIKE MOSKOWITZ	CONSTRUCTION MANAGER	F	240	\$ 130.13	\$ 31,231.78	
HILARY BRUGER	OFFICE ENGINEER / DCS	F	480	\$ 50.69	\$ 24,332.24	
NICK RAINIERI	RESIDENT ENGINEER	F	240	\$ 80.01	\$ 19,203.54	
	TOTAL ESTIMATED HOURS		960		\$ 74,767.56	
	Cl	UPPORT STAFF				
CTAFF DEDCOM/	PROJECT TITLE	UPPORT STAFF	CCTINAATED.	HOURLY	TOTAL	
STAFF PERSON/		O/F	ESTIMATED	HOURLY	TOTAL	
CLASSIFICATION	OR DISCIPLINE		HOURS	RATE	SALARY	
	+					
	TOTAL ESTIMATED HOURS		0		\$ -	
	, 6 1, 12 25 1, 11 1, 12 2 1, 12 2 1, 12		-		T	
TOTAL DIRECT SALARY					\$ 74,767.56	
OVERHEAD % OF DIRECT SA	LARY COST -OFFICE		OH (OFFICE)	146.53%	\$ -	
OVERHEAD % OF DIRECT SA	LARY COST - FIELD		OH (FIELD)	128.74%	\$ 96,255.75	
SUBTOTAL: SALARY + OVER	HEAD				\$ 171,023.31	
FIXED FEE @ % OF SALARY +	FIXED FEE @ % OF SALARY + OVERHEAD PROFIT 10.00%					
DIRECT EXPENSES (itemized						
			Travel / Mileage			
		Reprodu	ction & Publication	\$ -		
TOTAL DIRECT EXPENSES					\$ -	
TOTAL THIS TASK					\$ 188,125.64	

PERSONNEL TEAM DETAIL: TASK/FIRM/STAFF ATTACHMENT B-4

TASK C6:	PROJECT CHANGE MANAGEMENT	FIRM:	NAIK CONSULTING

TOTAL DIRECT EXPENSES
TOTAL THIS TASK

	••	ECHNICAL STAFF				
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	O/F	ESTIMATED HOURS	HOURLY RATE		TOTAL SALARY
MIKE GASPARTICH	RR COORDINATOR / FA	F	240	\$ 112.6	5 \$	27,035.82
ELI CHARCHAR	ASSISTANT RE (GC.02)	F	108	\$ 89.3	6 \$	9,651.38
	TOTAL ESTIMATED HOURS		348		\$	36,687.20
	S	SUPPORT STAFF				
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	O/F	ESTIMATED HOURS	HOURLY RATE		TOTAL SALARY
	TOTAL ESTIMATED HOURS		0		\$	-
TOTAL DIRECT SALARY					\$	36,687.20
OVERHEAD % OF DIRECT SAI	LARY COST -OFFICE		OH (OFFICE)	133.36		
OVERHEAD % OF DIRECT SAI	LARY COST - FIELD		OH (FIELD)		\$ \$	41,357.48
SUBTOTAL: SALARY + OVERI	HEAD			- -	\$	78,044.68
FIXED FEE @ % OF SALARY +	OVERHEAD		PROFIT	10.00	% \$	7,804.4
DIRECT EXPENSES (itemized)						
			Travel / Mileage	\$ -		
			ction & Publicatior			

85,849.15

PERSONNEL TEAM DETAIL: TASK/FIRM/STAFF ATTACHMENT B-4

TASK C6: PROJECT CHANGE MANAGEMENT FIRM: TY LIN INTERNATIONAL

	Ti	ECHNICAL STAFF			
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	O/F	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
BRIAN SALFELDER	ASSISTANT RE (GC.01)	F	144	\$ 77.73	
	TOTAL ESTIMATED HOURS		144		\$ 11,192.83
	S	SUPPORT STAFF			
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	O/F	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
	TOTAL ESTIMATED HOURS		0		\$ -
TOTAL DIRECT SALARY					\$ 11,192.83
OVERHEAD % OF DIRECT SA OVERHEAD % OF DIRECT SA			OH (OFFICE) OH (FIELD)	162.41% 121.06%	
SUBTOTAL: SALARY + OVER			OH (HEED)	121.00%	\$ 24,742.31
FIXED FEE @ % OF SALARY	IXED FEE @ % OF SALARY + OVERHEAD PROFIT 10.00%				
DIRECT EXPENSES (itemized	d)				
		Reprodu	Travel / Mileage ction & Publication		
TOTAL DIRECT EXPENSES					\$ -
TOTAL THIS TASK					\$ 27,216.54

PERSONNEL TEAM DETAIL: TASK/FIRM/STAFF **ATTACHMENT B-4**

TASK C6: PROJECT CHANGE MANAGEMENT FIRM: **ENVISION CONSULTANTS**

	TE	CHNICAL STAFF			
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	O/F	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
NANCY CUNNINGHAM	DOCUMENT CONTROL SPECIALIST	F	480	\$ 42.81	
	TOTAL ESTIMATED HOURS		480		\$ 20,547.22
	SI	JPPORT STAFF			
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	O/F	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
	TOTAL ESTIMATED HOURS		0		\$ -
TOTAL DIRECT SALARY					\$ 20,547.22
OVERHEAD % OF DIRECT SALA			OH (OFFICE)	118.03%	
OVERHEAD % OF DIRECT SALA SUBTOTAL: SALARY + OVERH			OH (FIELD)	89.72%	
SUBTUTAL: SALARY + OVERH	EAD				\$ 38,982.19
FIXED FEE @ % OF SALARY + C	DVERHEAD		PROFIT	10.00%	\$ 3,898.22
DIRECT EXPENSES (itemized)					
			Travel / Mileage		
		Reprodu	ction & Publication	\$ -	
TOTAL DIRECT EXPENSES				•	\$ -
TOTAL THIS TASK					\$ 42,880.41

TECHNICAL STAFF						
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	O/F	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY	
MIKE MOSKOWITZ	CONSTRUCTION MANAGER	F	240	\$ 130.13	\$ 31,231.78	
JAMES HAMILTON	QA/QC MANAGER	0	864	\$ 82.44	\$ 71,225.32	
NICK RAINIERI	RESIDENT ENGINEER	F	500	\$ 80.01	\$ 40,007.38	
	TOTAL ESTIMATED HOURS		1604		\$ 142,464.48	

	SUPPORT STAFF					
STAFF PERSON/	PROJECT TITLE	O/F	ESTIMATED	HOURLY	TOTAL	
CLASSIFICATION	OR DISCIPLINE	U/F	HOURS	RATE	SALARY	
	TOTAL ESTIMATED HOURS		0		\$ -	

TOTAL DIRECT SALARY			Ś	142,464.48
OVERHEAD % OF DIRECT SALARY COST -OFFICE	OH (OFFICE)	146.53%	\$	104,366.47
OVERHEAD % OF DIRECT SALARY COST - FIELD	OH (FIELD)			91,713.29
SUBTOTAL: SALARY + OVERHEAD		\$		338,544.24
FIXED FEE @ % OF SALARY + OVERHEAD	PROFIT	10.00%	\$	33,854.42
DIRECT EXPENSES (itemized)				
	Travel / Mileage	\$ 2,000.00		
	Reproduction & Publication	\$ -		
TOTAL DIRECT EXPENSES			\$	2,000.00
TOTAL THIS TASK			\$	374,398.66

PERSONNEL TEAM DETAIL: TASK/FIRM/STAFF ATTACHMENT B-4

TASK C7:	QA/QC	FIRM:	NAIK CONSULTING

TOTAL THIS TASK

	TE	ECHNICAL STAFF				
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	O/F	ESTIMATED HOURS	HOURLY RATE		TOTAL SALARY
ELI CHARCHAR	ASSISTANT RE (GC.02)	F	208	\$ 89.36	\$	18,587.85
	TOTAL ESTIMATED HOURS		208		\$	18,587.85
		SUPPORT STAFF			1.	<u> </u>
STAFF PERSON/	PROJECT TITLE	OPPORT STAFF	ESTIMATED	HOURLY	T	TOTAL
CLASSIFICATION	OR DISCIPLINE	O/F	HOURS	RATE		SALARY
	TOTAL ESTIMATED HOURS		0		\$	-
TOTAL DIRECT SALARY					\$	18,587.85
OVERHEAD % OF DIRECT SA	ALARY COST -OFFICE		OH (OFFICE)	133.36%		10,507.05
OVERHEAD % OF DIRECT SA	ALARY COST - FIELD		OH (FIELD) 112.73%			20,954.08
SUBTOTAL: SALARY + OVER	RHEAD				\$	39,541.93
FIXED FEE @ % OF SALARY -	+ OVERHEAD		PROFIT	10.00%	\$	3,954.19
DIRECT EXPENSES (itemized	1)					
		-	Travel / Mileage			
		кергоац	iction & Publication	-		
TOTAL DIRECT EXPENSES				1	\$	-

\$

43,496.12

TECHNICAL STAFF							
STAFF PERSON/ PROJECT TITLE		0/5	ESTIMATED	HOURLY	TOTAL		
CLASSIFICATION	OR DISCIPLINE	O/F	HOURS	RATE	SALARY		
BRIAN SALFELDER	ASSISTANT RE (GC.01)	F	250	\$ 77.73	\$ 19,431.99		
	TOTAL ESTIMATED HOURS		250		\$ 19,431.99		

	SUPPORT STAFF						
STAFF PERSON/	PROJECT TITLE	0/5	ESTIMATED	HOURLY	TOTAL		
CLASSIFICATION	OR DISCIPLINE	O/F	HOURS	RATE	SALARY		
MAHESH SHAH	SUPPORT - COMMISSIONING	0	0	\$ 85.00	\$ -		
	TOTAL ESTIMATED HOURS		0		\$ -		

TOTAL DIRECT SALARY				\$	19,431.99
OVERHEAD % OF DIRECT SALARY COST -OFFICE	OH (OFFICE)		162.41%	\$	-
OVERHEAD % OF DIRECT SALARY COST - FIELD	OH (FIELD)	OH (FIELD) 121.06% \$			23,523.40
SUBTOTAL: SALARY + OVERHEAD		\$		\$	42,955.40
FIXED FEE @ % OF SALARY + OVERHEAD	PROFIT	PROFIT 10.00% \$		\$	4,295.54
DIRECT EXPENSES (itemized)					
	Travel / Mileage	\$	-		
	Reproduction & Publication	\$	-		
TOTAL DIDECT EVAPAGES					
TOTAL DIRECT EXPENSES				Ş	-
TOTAL THIS TASK				\$	47,250.94

TASK C8:	PROJECT SAFETY	FIRM:	STV INCORPORATED
TASK C8:	PROJECT SAFETY		STV INCORPORATED

TECHNICAL STAFF								
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	O/F	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY			
MIKE MOSKOWITZ	CONSTRUCTION MANAGER	F	240	\$ 130.13	\$ 31,231.78			
KAREN FULTZ	SAFETY OFFICER	F	864	\$ 73.79	\$ 63,756.86			
NICK RAINIERI	RESIDENT ENGINEER	F	240	\$ 80.01	\$ 19,203.54			
	TOTAL ESTIMATED HOURS		1344		\$ 114,192.18			

SUPPORT STAFF					
STAFF PERSON/	PROJECT TITLE	0/5	ESTIMATED	HOURLY	TOTAL
CLASSIFICATION	OR DISCIPLINE	O/F	HOURS	RATE	SALARY
	TOTAL ESTIMATED HOURS		0		\$ -

TOTAL DIRECT SALARY			\$	114,192.18
OVERHEAD % OF DIRECT SALARY COST -OFFICE	OH (OFFICE)	146.53%	\$	-
OVERHEAD % OF DIRECT SALARY COST - FIELD	OH (FIELD)	128.74%	\$	147,011.01
SUBTOTAL: SALARY + OVERHEAD		\$		261,203.18
FIXED FEE @ % OF SALARY + OVERHEAD	PROFIT	PROFIT 10.00% \$		26,120.32
DIRECT EXPENSES (itemized)				
	Travel / Mileage	\$ 4,000.00		
	Reproduction & Publication	\$ -		
TOTAL DIRECT EXPENSES		·	\$	4,000.00
TOTAL THIS TASK			\$	291,323.50

TASK C8:	PROJECT SAFETY	FIRM:	NAIK CONSULTING

	TECH	NICAL STAFF				
STAFF PERSON/	PROJECT TITLE	0/5	ESTIMATED	HOURLY		TOTAL
CLASSIFICATION	OR DISCIPLINE	O/F	HOURS	RATE		SALARY
ELI CHARCHAR	ASSISTANT RE (GC.02)	F	108	\$ 89.36	\$	9,651.38
	_					
	TOTAL ESTIMATED HOURS		108		\$	9,651.38
	CIID	PORT STAFF				
STAFF PERSON/	PROJECT TITLE		ESTIMATED	HOURLY		TOTAL
CLASSIFICATION	OR DISCIPLINE	O/F	HOURS	RATE		SALARY
	TOTAL ESTIMATED HOURS		0		\$	
	TOTAL ESTIMATED HOURS		0		,	
TOTAL DIRECT SALARY					\$	9,651.38
OVERHEAD % OF DIRECT SA			OH (OFFICE)	133.36%	\$	-
OVERHEAD % OF DIRECT SA			OH (FIELD)	112.73%		10,880.00
SUBTOTAL: SALARY + OVER	HEAD				\$	20,531.38
FIXED FEE @ % OF SALARY +	OVERHEAD		PROFIT	10.00%	ė	2,053.14
FIXED FEE @ % OF SALAKI +	OVERNICAD		PROFII	10.00%	3	2,055.14
DIRECT EXPENSES (itemized						
·			Travel / Mileage			
		Reprodu	ction & Publication	- \$		
TOTAL DIRECT EXPENSES					\$	
TOTAL THIS TASK					\$	22,584.52

TASK C8: PROJECT SAFETY	FIRM:	TY LIN INTERNATIONAL

	TECH	NICAL STAFF				
STAFF PERSON/	PROJECT TITLE	O/F	ESTIMATED	HOURLY	TOTAL	
CLASSIFICATION	OR DISCIPLINE	0/1	HOURS	RATE		SALARY
BRIAN SALFELDER	ASSISTANT RE (GC.01)	F	144	\$ 77.73	\$	11,192.83
	TOTAL ESTIMATED HOURS		144		\$	11,192.83
	SUPF	PORT STAFF				
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	O/F	ESTIMATED HOURS	HOURLY RATE		TOTAL SALARY
						•
	TOTAL ESTIMATED HOURS		0		\$	-
TOTAL DIRECT SALARY					Ś	11,192.83
OVERHEAD % OF DIRECT SAL			OH (OFFICE)	162.41%		-
OVERHEAD % OF DIRECT SAL			121.06%		13,549.48	
SUBTOTAL: SALARY + OVERH	EAD				\$	24,742.31
FIXED FEE @ % OF SALARY +	OVERHEAD		PROFIT	10.00%	\$	2,474.23
DIRECT EXPENSES (itemized)						
			Travel / Mileage			
		Reprodu	ction & Publication	\$ -		
TOTAL DIRECT EXPENSES					\$	-
TOTAL THIS TASK					\$	27,216.54

TASK C9: PROJECT CLOUSEOUT	FIRM:	STV INCORPORATED
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TECHNICAL STAFF							
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE		ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY		
MIKE MOSKOWITZ	CONSTRUCTION MANAGER	F	192	\$ 130.13	\$ 24,985.42		
HILARY BRUGER	OFFICE ENGINEER / DCS	F	720	\$ 50.69	\$ 36,498.35		
NICK RAINIERI	RESIDENT ENGINEER	F	1000	\$ 80.01	\$ 80,014.76		
	TOTAL ESTIMATED HOURS		1912		\$ 141,498.53		

	SUPPORT STAFF						
STAFF PERSON/	PROJECT TITLE	O/E	ESTIMATED	HOURLY	TOTAL		
CLASSIFICATION	OR DISCIPLINE	O/F	HOURS	RATE	SALARY		
TOTAL ESTIMATED HOURS			0		\$ -		

TOTAL DIRECT SALARY			\$	141,498.53
OVERHEAD % OF DIRECT SALARY COST -OFFICE	OH (OFFICE)	OH (OFFICE) 146.53% \$		-
OVERHEAD % OF DIRECT SALARY COST - FIELD	OH (FIELD)	128.74	% \$	182,165.21
SUBTOTAL: SALARY + OVERHEAD		\$		323,663.75
FIXED FEE @ % OF SALARY + OVERHEAD	PROFIT	PROFIT 10.00% \$		32,366.37
DIRECT EXPENSES (itemized)				
	Travel / Mileage	\$ -		
	Reproduction & Publication	\$		
TOTAL DIRECT EXPENSES			\$	-
TOTAL THIS TASK (AECOM)			\$	356,030.12

PERSONNEL TEAM DETAIL: TASK/FIRM/STAFF ATTACHMENT B-4

TASK C9: PROJECT CLOUSEOUT FIRM: ENVISION CONSULTANTS

	TECHNIC	CAL STAFF			
STAFF PERSON/	PROJECT TITLE	O/F	ESTIMATED	HOURLY	TOTAL
CLASSIFICATION	OR DISCIPLINE	0/F	HOURS	RATE	SALARY
NANCY CUNNINGHAM	DOCUMENT CONTROL SPECIALIST	F	240	\$ 42.81	\$ 10,273.61
	TOTAL ESTIMATED HOURS		240		\$ 10,273.61
		RT STAFF			
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE	O/F	ESTIMATED	HOURLY	TOTAL SALARY
CLASSIFICATION	OR DISCIPLINE		HOURS	RATE	SALARY
	TOTAL ESTIMATED HOURS		0		\$ -
TOTAL DIRECT SALARY					\$ 10,273.61
OVERHEAD % OF DIRECT SAL	ARY COST -OFFICE		OH (OFFICE)	118.03%	
OVERHEAD % OF DIRECT SAL					\$ 9,217.48
SUBTOTAL: SALARY + OVERH			, ,		\$ 19,491.09
FIXED FEE @ % OF SALARY +	OVERHEAD		PROFIT	10.00%	\$ 1,949.11
DIRECT EXPENSES (itemized)					
DIRECT EXI ENSES (Remized)			Travel / Mileage	Ś -	
		Reprodu	ction & Publication		
TOTAL DIRECT EXPENSES					\$ -
TOTAL THIS TASK (AECOM)					\$ 21,440.20

TASK C10: AS DIRECTED	FIRM:	STV INCORPORATED
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	TECHNICAL STAFF							
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	O/F	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY			
	TOTAL ESTIMATED HOURS		0		\$ -			

SUPPORT STAFF							
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	O/F	ESTIMATED HOURS	HOURLY RATE		TOTAL SALARY	
CAITLIN DZIKOWSKI	SUPPORT - ARCHITECTURAL	0	222	\$	85.00	\$	18,870.00
JOHN PIZZI	SUPPORT - GEOTECHNICAL	0	222	\$	85.00	\$	18,870.00
MIKE FRANCIS	SUPPORT - ENVIRONMENTAL	0	222	\$	85.00	\$	18,870.00
JAMES BRADY	SUPPORT - CIVIL	0	224	\$	85.00	\$	19,040.00
ANTONY BAYER	SUPPORT - MEP	0	222	\$	85.00	\$	18,870.00
CHRIS HERTZ	SUPPORT - COMMS	0	222	\$	85.00	\$	18,870.00
JEFF MESSINGER	SUPPORT - RESILIENCY	0	222	\$	85.00	\$	18,870.00
						·	
	TOTAL ESTIMATED HOURS		1556			\$	132,260.00

TOTAL DIRECT SALARY		\$	132,260.00
OVERHEAD % OF DIRECT SALARY COST -OFFICE OH (OFFICE) 146.53%	\$	193,800.58
OVERHEAD % OF DIRECT SALARY COST - FIELD OH (FIELD) 128.74%	\$	-
SUBTOTAL: SALARY + OVERHEAD		\$	326,060.58
FIXED FEE @ % OF SALARY + OVERHEAD PROFIT	PROFIT 10.00%		32,606.06
DIRECT EXPENSES (itemized)			
Travel / Mileag	e \$ -		
Reproduction & Publication	n \$ -		
TOTAL DIRECT EXPENSES	!	\$	-
TOTAL THIS TASK (AECOM)	\$	358,666.64	

TASK C10: AS DIRECTED	FIRM:	NAIK CONSULTING
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TECHNICAL STAFF					
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	O/F	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
	TOTAL ESTIMATED HOURS		0		\$ -

SUPPORT STAFF							
STAFF PERSON/	PROJECT TITLE	O/F	0/5	0/5	ESTIMATED	HOURLY	TOTAL
CLASSIFICATION	OR DISCIPLINE		HOURS	RATE	SALARY		
CARLO SETTINERI	SUPPORT - COMMISSIONING	0	222	\$ 85.00	\$ 18,870.00		
TOTAL ESTIMATED HOURS			222		\$ 18,870.00		

TOTAL DIRECT SALARY			\$ 18,870.00
OVERHEAD % OF DIRECT SALARY COST -OFFICE	OH (OFFICE)	133.36%	\$ 25,165.03
OVERHEAD % OF DIRECT SALARY COST - FIELD	OH (FIELD) 112.73%		\$ -
SUBTOTAL: SALARY + OVERHEAD			\$ 44,035.03
FIXED FEE @ % OF SALARY + OVERHEAD	PROFIT 10.00% \$		\$ 4,403.50
DIRECT EXPENSES (itemized)			
	Travel / Mileage	\$ -	
	Reproduction & Publication	\$ -	
TOTAL DIRECT EXPENSES			\$ -
TOTAL THIS TASK (AECOM)			\$ 48,438.54

PERSONNEL TEAM DETAIL: TASK/FIRM/STAFF ATTACHMENT B-4

TASK C10: AS DIRECTED FIRM: TY LIN INTERNATIONAL

	TECHNICAL S	STAFF			
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	O/F	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
	TOTAL ESTIMATED HOURS		0		\$ -

SUPPORT STAFF												
STAFF PERSON/	PROJECT TITLE	O/F	ESTIMATED	HOURLY	TOTAL							
CLASSIFICATION	OR DISCIPLINE	0,1	HOURS	RATE	SALARY							
MAHESH SHAH	SUPPORT - COMMISSIONING	0	222	\$ 85.00	\$ 18,870.00							
	TOTAL ESTIMATED HOURS		222		\$ 18,870.00							

TOTAL DIRECT SALARY			\$ 18,870.00
OVERHEAD % OF DIRECT SALARY COST -OFFICE	OH (OFFICE)	162.41%	\$ 30,646.01
OVERHEAD % OF DIRECT SALARY COST - FIELD	OH (FIELD)	121.06%	\$ -
SUBTOTAL: SALARY + OVERHEAD			\$ 49,516.01
FIXED FEE @ % OF SALARY + OVERHEAD	PROFIT	10.00%	\$ 4,951.60
DIRECT EXPENSES (itemized)			
	Travel / Mileage	\$ -	
Repro	duction & Publication	\$ -	
TOTAL DIRECT EXPENSES			\$ -
TOTAL THIS TASK (AECOM)			\$ 54,467.61

PERSONNEL TEAM DETAIL: TASK/FIRM/STAFF ATTACHMENT B-4

TASK C10: AS DIRECTED FIRM: GARG CONSULTING

	TECHNICAL STAFF													
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	O/F	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY									
ERNEST BRATHWAITE	INSPECTOR - SIGNALS	F	0	\$ 58.58	\$ -									
	TOTAL ESTIMATED HOURS		0		\$ -									

	SUPPORT STAFF													
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	O/F	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY									
CARMEN GIULIANO	SUPPORT - SURVEY	0	0	\$ 61.96	\$ -									
	TOTAL ESTIMATED HOURS		0		\$ -									

TOTAL DIRECT SALARY			\$ -
OVERHEAD % OF DIRECT SALARY COST -OFFICE	OH (OFFICE)	0.00%	\$ -
OVERHEAD % OF DIRECT SALARY COST - FIELD	OH (FIELD)	110.34%	\$ -
SUBTOTAL: SALARY + OVERHEAD			\$ -
FIXED FEE @ % OF SALARY + OVERHEAD	PROFIT	0.00%	\$ -
TASK C10 ALLOWANCE (SURVEYING)			\$ 300,000.00
DIRECT EXPENSES (itemized)			
	Travel / Mileage	\$ -	
	Reproduction & Publication	\$ -	
TOTAL DIRECT EXPENSES			\$ -
TOTAL THIS TASK (AECOM)			\$ 300,000.00

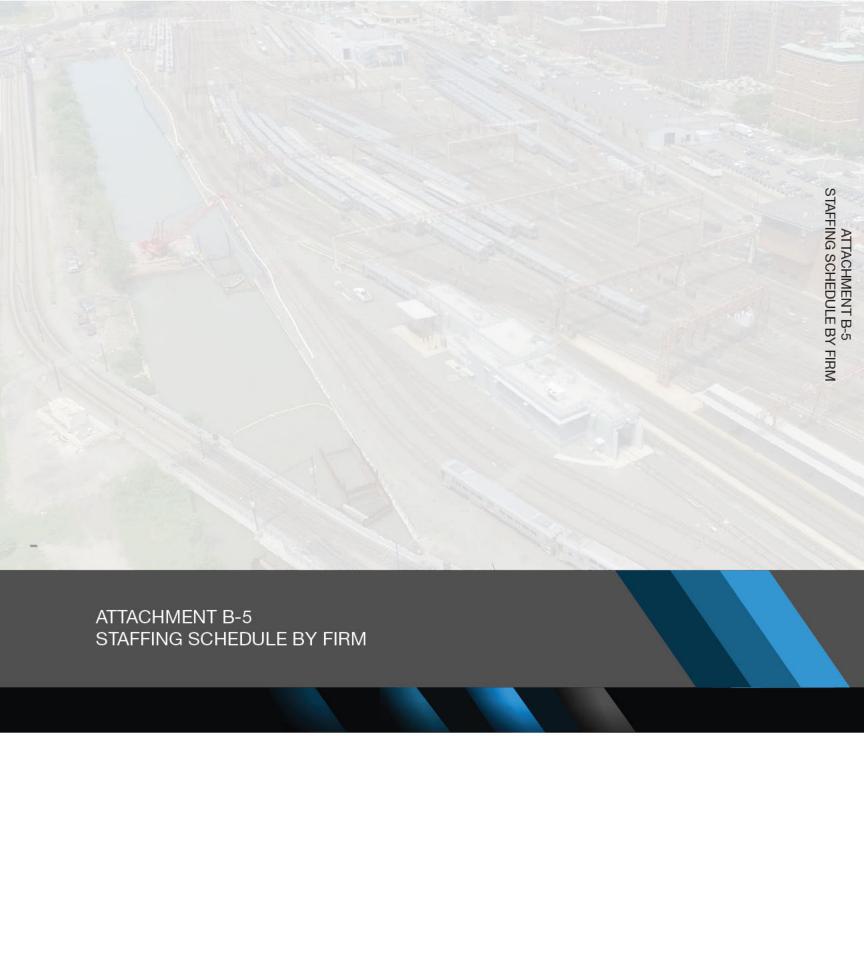
PERSONNEL TEAM DETAIL: TASK/FIRM/STAFF ATTACHMENT B-4

TASK C10: AS DIRECTED FIRM: DISTINCT ENGINEERING

	TECHNICAL STAFF													
STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	O/F	ESTIMATED HOURS		HOURLY RATE	TOT SALA								
ENGINEER III	TECHNICIAN 3	0	0	\$	33.85	\$	-							
ENGINEER IV	TECHNICIAN 4	F	0	\$	42.05	\$	-							
ENGINEER V	TECHNICIAN 5	F	0	\$	53.50	\$	-							
ENGINEER VI	TECHNICIAN 6	F	0	\$	64.20	\$	-							
ENGINEER VIII	TECHNICIAN 8	F	0	\$	95.20	\$	-							
-														
	TOTAL ESTIMATED HOURS		0			\$	-							

	SUPPORT STAFF												
STAFF PERSON/	PROJECT TITLE	O/F	ESTIMATED	HOURLY	TOTAL								
CLASSIFICATION	OR DISCIPLINE	0/1	HOURS	RATE	SALARY								
	TOTAL ESTIMATED HOURS		0		\$ -								

			•	
TOTAL DIRECT SALARY			\$	-
OVERHEAD % OF DIRECT SALARY COST -OFFICE	OH (OFFICE)	0.00%	\$	-
OVERHEAD % OF DIRECT SALARY COST - FIELD	OH (FIELD)	161.91%	\$	-
SUBTOTAL: SALARY + OVERHEAD		0	\$	-
FIXED FEE @ % OF SALARY + OVERHEAD	PROFIT	0.00%	\$	-
TASK C10 ALLOWANCE (SURVEYING)			\$	300,000.00
DIRECT EXPENSES (itemized)				
	Travel / Mileage	\$ -		
	Reproduction & Publication	\$ -		
TOTAL DIRECT EXPENSES	·	·	\$	-
TOTAL THIS TASK (AECOM)			\$	300,000.00



STAFFING SCHEDULE BY FIRM

FIRM STV INCORPORATED

STAFF PERSON or CLASSIFICATION	PROJECT TITLE / DISCIPLINE	HOURLY RATE	TASK 1 HOURS	TASK 2 HOURS	TASK 3 HOURS	TASK 4 HOURS	TASK 5 HOURS	TASK 6 HOURS	TASK 7 HOURS	TASK 8 HOURS	TASK 9 HOURS	TASK C10 HOURS	TOTAL HOURS	TOTAL DIRECT LABOR	INDIRECT LABOR	TOTAL LABOR COST (10% PROFIT)
BILL BROOKS	PROJECT DIRECTOR	\$131.80	480	0	0	0	0	0	0	0	0	0	480	\$63,263.82	\$92,700.47	\$171,560.71
MIKE MOSKOWITZ	CONSTRUCTION MANAGER	\$130.13	3360	0	240	480	240	240	240	240	192	0	5232	\$680,852.75	\$876,529.83	\$1,713,120.84
JAMES HAMILTON	QA/QC MANAGER	\$82.44	0	0	0	0	0	0	864	0	0	0	864	\$71,225.32	\$104,366.47	\$193,150 97
HILARY BRUGER	OFFICE ENGINEER / DCS	\$50.69	6960	1200	0	0	1200	480	0	0	720	0	10560	\$535,309.21	\$689,157.07	\$1,346,912.90
NICK RAINIERI	RESIDENT ENGINEER	\$80.01	6720	720	720	480	720	240	500	240	1000	0	11340	\$907,367.35	\$1,168,144.73	\$2,283,063.29
SANDEEP VAIDYA	INSPECTOR - CIVIL/STRUCTURAL	\$55.25	0	9600	0	0	0	0	0	0	0	0	9600	\$530,442.76	\$682,892.01	\$1,334,668.24
AHMED SHEHABELDIN	INSPECTOR - CIVIL/STRUCTURAL	\$83.54	0	4320	0	0	0	0	0	0	0	0	4320	\$360,895.73	\$464,617.17	\$908,064.19
JIM TAKACS	PRE-CONSTRUCTION MANAGER	\$95.75	336	0	0	0	0	0	0	0	0	0	336	\$32,172.62	\$47,142.55	\$87,246.69
FRANK MILLER	PRE-CON > TRACK	\$95.00	72	0	0	0	0	0	0	0	0	0	72	\$6,840 00	\$10,022.65	\$18,548.92
STEPHEN MITCHELL	PRE-CON > STRUCTURAL/BRIDGE	\$95.00	72	0	0	0	0	0	0	0	0	0	72	\$6,840 00	\$10,022.65	\$18,548.92
JAMES COLLIER	PRE-CON > SIGNALS	\$95.00	72	0	0	0	0	0	0	0	0	0	72	\$6,840 00	\$10,022.65	\$18,548.92
BEN CRAWFORD	PRE-CON > CATANERY/OCS	\$95.00	72	0	0	0	0	0	0	0	0	0	72	\$6,840 00	\$10,022.65	\$18,548.92
CHRIS CERINO	PRE-CON > BUILDINGS	\$95.00	72	0	0	0	0	0	0	0	0	0	72	\$6,840 00	\$10,022.65	\$18,548.92
DAVID KIRK	PRE-CON > VALUE ENGINEERING	\$95.00	72	0	0	0	0	0	0	0	0	0	72	\$6,840 00	\$10,022.65	\$18,548.92
PETER DEWES	PRE-CON > CONSTRUCTABILITY	\$95.00	72	0	0	0	0	0	0	0	0	0	72	\$6,840 00	\$10,022.65	\$18,548.92
STEPHEN URICK	INSPECTOR - BUILDINGS/MEP	\$76.96	0	1760	0	0	0	0	0	0	0	0	1760	\$135,453.06	\$174,382.26	\$340,818 85
ERIC EBERT	INSPECTOR - COMMS	\$92.46	0	1600	0	0	0	0	0	0	0	0	1600	\$147,940.00	\$190,457.95	\$372,237.75
CAITLIN DZIKOWSKI	SUPPORT - ARCHITECTURAL	\$85.00	0	0	0	0	0	0	0	0	0	222	222	\$18,870.00	\$27,650.21	\$51,172.23
JOHN PIZZI	SUPPORT - GEOTECHNICAL	\$85.00	0	0	0	0	0	0	0	0	0	222	222	\$18,870.00	\$27,650.21	\$51,172.23
MIKE FRANCIS	SUPPORT - ENVIRONMENTAL	\$85.00	0	0	0	0	0	0	0	0	0	222	222	\$18,870.00	\$27,650.21	\$51,172.23
JAMES BRADY	SUPPORT - CIVIL	\$85.00	0	0	0	0	0	0	0	0	0	224	224	\$19,040.00	\$27,899.31	\$51,633.24
ANTONY BAYER	SUPPORT - MEP	\$85.00	0	0	0	0	0	0	0	0	0	222	222	\$18,870.00	\$27,650.21	\$51,172.23
CHRIS HERTZ	SUPPORT - COMMS	\$85.00	0	0	0	0	0	0	0	0	0	222	222	\$18,870.00	\$27,650.21	\$51,172.23
JEFF MESSINGER	SUPPORT - RESILIENCY	\$85.00	0	0	0	0	0	0	0	0	0	222	222	\$18,870.00	\$27,650.21	\$51,172.23
TOTAL			20128	19200	960	960	2160	960	1604	1344	1912	1556	50784	\$3,853,990.94	\$5,049,149.98	\$9,793,455.02

STAFFING SCHEDULE BY FIRM

STAFF PERSON or HOURLY TASK 1 TASK 2 TASK 3 TASK 4 TASK 5 TASK 6 TASK 7 TASK 8 TASK 9 TASK C10 TOTAL TOTAL DIRECT TOTAL LABOR COST PROJECT TITLE / DISCIPLINE INDIRECT LABOR CLASSIFICATION RATE **HOURS HOURS HOURS HOURS HOURS HOURS HOURS HOURS HOURS** HOURS **HOURS** LABOR (10% PROFIT) MIKE GASPARTICH RR COORDINATOR / FA \$112.65 240 \$275,765.35 \$645,299.19 \$310,870.28 ELI CHARCHAR ASSISTANT RE (GC.02) \$89.36 2916 324 324 216 324 108 208 108 0 0 4528 \$404,643.11 \$456,154.18 \$946,877 02 222 \$48,438.54 CARLO SETTINERI SUPPORT - COMMISSIONING \$85.00 222 \$18,870.00 \$25,165.03 0 0 0 0 0 0 0 0 0

FIRM

NAIK CONSULTING

TOTAL 4644 324 324 696 324 348 208 108 0 222 7198 \$699,278.46 \$792,189.49 \$1,640,614.75

STAFFING SCHEDULE BY FIRM

FIRM TY LIN INTERNATIONAL

STAFF PERSON or CLASSIFICATION	PROJECT TITLE / DISCIPLINE	HOURLY RATE	TASK 1 HOURS	TASK 2 HOURS	TASK 3 HOURS	-			-	TASK 8 HOURS		TASK C10 HOURS	TOTAL HOURS	TOTAL DIRECT LABOR	INDIRECT LABOR	TOTAL LABOR COST (10% PROFIT)
BRIAN SALFELDER	ASSISTANT RE (GC.01)	\$77.73	3888	576	576	576	432	144	250	144	0	0	6586	\$511,916.46	\$619,700.48	\$1,244,778.63
BHARAT GADARA	INSPECTOR - CIVIL/STRUCTURAL	\$55.20	0	6400	0	0	0	0	0	0	0	0	6400	\$353,268.03	\$427,648.61	\$859,008 30
NICK BATTISTA	INSPECTOR - CATANERY/OCS	\$84.49	0	2080	0	0	0	0	0	0	0	0	2080	\$175,732.82	\$212,733.37	\$427,312 80
MICHAEL FITZSIMMONS	INSPECTOR - OCS	\$61.96	0	2400	0	0	0	0	0	0	0	0	2400	\$148,697.00	\$180,005.16	\$361,572 37
MAHESH SHAH	SUPPORT - COMMISSIONING	\$85.00	0	0	0	0	0	0	0	0	0	222	222	\$18,870.00	\$30,646.01	\$54,467.61
TOTAL			3888	11456	576	576	432	144	250	144	0	222	17688	\$1,208,484.31	\$1,470,733.62	\$2,947,139.73

STAFFING SCHEDULE BY FIRM

STAFF PERSON OF CLASSIFICATION

PROJECT TITLE / DISCIPLINE

HOURLY RATE HOURS HOURS

STAFF PERSON or CLASSIFICATION	PROJECT TITLE / DISCIPLINE										TASK 9 HOURS		TOTAL HOURS	TOTAL DIRECT LABOR	INDIRECT LABOR	TOTAL LABOR COST (10% PROFIT)
NANCY CUNNINGHAM	DOCUMENT CONTROL SPECIALIST	\$42.81	6960	1200	0	0	1200	480	0	0	240	0	10080	\$431,491.66	\$387,134.32	\$900,488 58
BALVANT PATEL	SCHEDULING	\$84.49	0	0	1008	0	0	0	0	0	0	0	1008	\$85,162.83	\$100,517.69	\$204,248 57
TOTAL			6960	1200	1008	0	1200	480	0	0	240	0	11088	\$516,654.49	\$487,652.01	\$1,104,737.15

STAFFING SCHEDULE BY FIRM

FIRM GARG CONSULTING

STAFF PERSON or CLASSIFICATION	PROJECT TITLE / DISCIPLINE	HOURLY RATE	TASK 1 HOURS	TASK 2 HOURS		TASK 4 HOURS	TASK 5 HOURS			TASK 8 HOURS		TASK C10 HOURS	TOTAL HOURS	TOTAL DIRECT LABOR	INDIRECT LABOR	TOTAL LABOR COST (10% PROFIT)
ERNEST BRATHWAITE	INSPECTOR - SIGNALS	\$58.58	0	1600	0	0	0	0	0	0	0	0	1600	\$93,724.17	\$99,788.12	\$212,863 52
CARMEN GIULIANO	SUPPORT - SURVEY	TBD	0	0	0	0	0	0	0	0	0	0		ALLOWAN	ICE	\$300,000 00
TOTAL			0	1600	0	0	0	0	0	0	0	0	1600	\$93,724.17	\$99,788.12	\$512,863 52

STAFFING SCHEDULE BY FIRM

FIRM DISTINCT ENGINEERING

STAFF PERSON or CLASSIFICATION	PROJECT TITLE / DISCIPLINE										TASK 9 HOURS	TASK C10 HOURS	TOTAL HOURS	TOTAL DIRECT LABOR	INDIRECT LABOR	TOTAL LABOR COST (10% PROFIT)
RAM TIRUMALA	SUPPORT - TESTING	TBD	0	0	0	0	0	0	0	0	0	0	ALLOWANCE		\$300,000 00	
TOTAL			0	0	0	0	0	0	0	0	0	0	0	\$0 00	\$0 00	\$300,000 00

NJ TRANSIT CONTRACT NO. 18-003 CONSTRUCTION MANAGEMENT SERVICES FOR THE LONG SLIP FILL AND RAIL ENHANCEMENT PROJECT
EXHIBIT C – NJ TRANSIT TRAVEL & BUSINESS REIMBURSEMENT GUIDELINES

Per Diem (Major Cities)* Effective October 1, 2017

* \$51 Standard Meal Rate applies to all destinations not specifically listed
Average Per Diem Rates are listed below
A full listing of domestic Per Diem Rates can be found online at www.gsa.qov
Current foreign Per Diem Rates can be found at http://aoprals.state.gov

NJ TRANSIT

TRAVEL & BUSINESS REIMBURSEMENT GUIDELINES FOR CONTRACTORS AND VENDORS

GENERAL:

All overnight travel must be authorized in writing by the Project Manager. Overnight lodging expenses for New York City are prohibited.

These guidelines are subject to periodic review and adjustment by NJ TRANSIT.

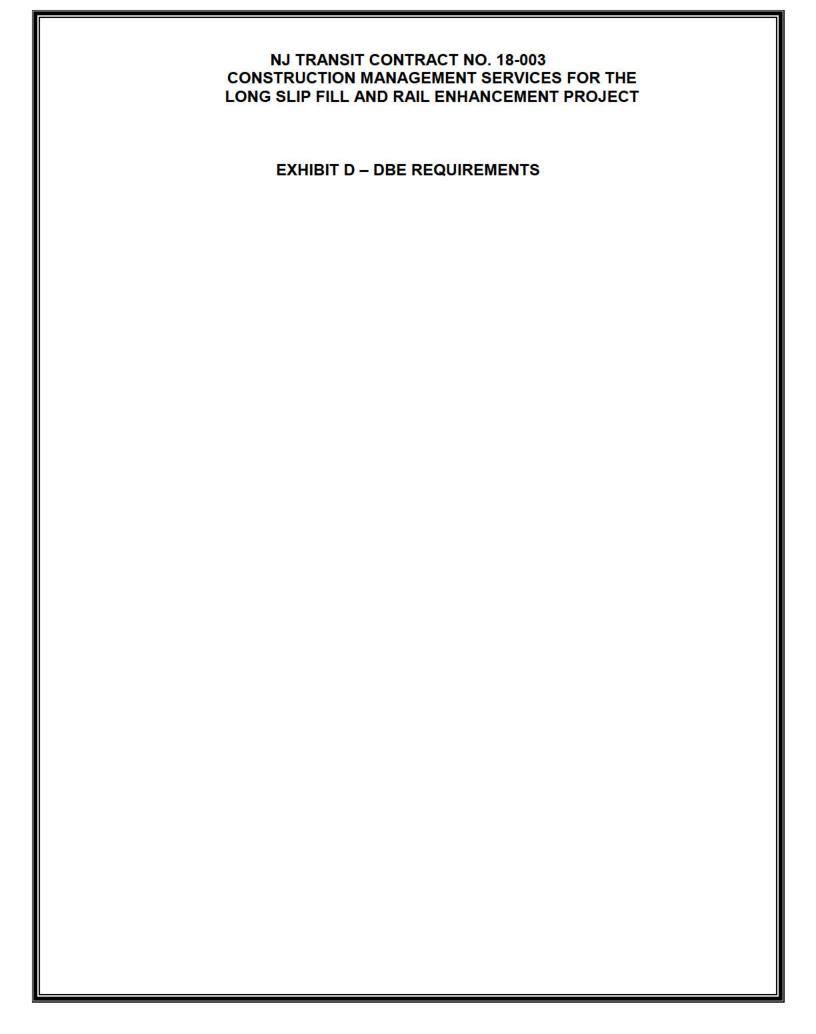
1. <u>Meals</u>: NJ TRANSIT has adopted the IRS-established "Major Cities" method for meal and incidental travel expenses within the continental United States.

The following table shows the average per diem rates for meals and incidental expenses while on travel. The M&IE rates differ by travel location. View the per diem rates for your destination to determine which M&IE rates apply.

M&IE Total	\$51.00	\$54.00	\$59.00	\$64.00	\$69.00	\$74.00
Breakfast	\$11.00	\$12.00	\$13.00	\$15.00	\$16.00	\$17.00
Lunch	\$12.00	\$13.00	\$15.00	\$16.00	\$17.00	\$18.00
Dinner	\$23.00	\$24.00	\$26.00	\$28.00	\$31.00	\$34.00
Incidentals	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00

"Incidentals" as defined by the IRS include "fees and tips given to porters, baggage carries, bellhops, hotel maids, stewards and stewardesses and others on ships and hotel servants".

- 2. <u>Conveyances:</u> Travel expenses will be reimbursed subject to their reasonableness and subject to the following maximums (receipts required):
 - 1. Air-Fare: When authorized in writing and only at the prevailing coach rates. First class travel costs are not reimbursable.
 - 2. Rail or Bus: Only regular coach fares are reimbursable.
 - 3. Automobile: Mileage will be reimbursed at a rate of \$0.545 cents per mile. Mileage claims in excess of 30 miles one-way must be supported with documentation from a reputable online service (e.g. Map Quest). Gas, tolls and parking fees will be reimbursed only when validated by receipt.
- 3. <u>Lodging:</u> Reimbursed for single occupancy rates at reasonable, actual costs for the location. Lodging costs exceeding \$140.00 per night require prior approval of the Project Manager.



NEW JERSEY TRANSIT CORPORATION DBE REQUIREMENTS FOR RACE-NEUTRAL GOAL PROGRAM FEDERAL PROCUREMENT ACTIVITIES

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NEW JERSEY TRANSIT CORPORATION

DBE REQUIREMENTS FOR RACE-NEUTRAL GOAL PROGRAM FEDERAL PROCUREMENT ACTIVITIES

This project is a component of our Race Neutral Goal Program; therefore, a Race-Neutral (RN) Disadvantaged Business Enterprise (DBE) goal has been established. NJ TRANSIT will meet a portion of its overall agency goal by using Race-Neutral means of facilitating DBE participation. NJ TRANSIT encourages Contractors to award subcontracts to DBEs.

NJ TRANSIT will track and report the extent of your Race-Neutral and Race-Conscious business assistance efforts. For reporting purposes, Race-Neutral/DBE participation includes, but is not necessarily limited to, the following:

- DBE participation through a prime contract, a DBE obtains through customary competitive procurement procedures,
- DBE participation through a subcontract on a prime contract that does not carry a DBE goal; DBE participation on a prime contract exceeding a contract goal; and
- DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

Pursuant to Federal Regulations 49 CFR Part 26, the following pages will provide bidders/proposers with information about the New Jersey Transit Corporation (NJ TRANSIT) DBE Program requirements, which is administered by the Office of Business Diversity (OBD) Office. Clarification of the DBE specifications along with assistance in completing the forms can be obtained by calling (973) 491-7593. Prospective bidders will also have an opportunity to ask questions regarding the directives contained in the DBE specifications at the pre-bid/pre-proposal conference(s).

A list of certified DBE firms may be found in the NJ Unified Certification Program (NJUCP) Directory at https://njucp.dbesystem.com. Note: Use of this list does not relieve the Bidder/Proposer/Prime contractor/consultant of responsibility to seek DBE participation from other sources. The list is updated daily and must be checked periodically, as firms are certified and decertified daily.

These DBE specifications are a part of the Contract and shall be binding upon the successful Bidder/Proposer and Prime in the pre and post-award stages of NJT professional services, construction, and goods and services contracts. These specifications shall be binding upon sub-recipients and imposed on their contractors.

1.1 POLICY

As defined in the U.S. Department of Transportation (USDOT) Regulation 49 CFR Part 26, it is the policy of NJT that Disadvantaged Business Enterprises shall have the opportunity to compete for and participate in the performance of contracts financed in whole or in part with federal funds. Each subcontract a Prime

DBE Requirements for Federal Procurement Activities

signs with a subcontractor/subconsultant must include the following assurance referenced in article 1.2.

1.2 ASSURANCE

- 1.2.1 The Prime contractor/consultant, or subcontractor/subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Prime contractor/consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor/consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate (49 CFR 26.13).
- 1.2.2 This language is included to comply with relevant Federal law and to ensure that all persons who enter into any direct or indirect form of contractual agreement with NJT are aware of their responsibilities and the commitment of NJT to see that NJT's DBE Policy is carried out in all instances.

1.3 DBE GOAL FOR THIS PROJECT

As an aid in meeting the commitment of its DBE Program, NJT is setting a *race neutral* goal on the gross sum bid/proposal for award to certified NJUCP DBE firms. A *race-neutral* goal is one that is used to assist all small businesses, including DBEs. For the purposes of this part, *race-neutral* includes gender-neutrality.

1.4 GUIDANCE TO BIDDER/PROPOSERS/PRIMES

- 1.4.1 Failure by a Bidder/Proposer/Prime to comply with any of the requirements contained herein shall result in breach of contract and it shall be subject to the appropriate penalties, remedies, or liquidated damage(s).
 Refer to articles 5.6-5.7
- 1.4.2 All required forms, including the supplemental section (see articles 2.3-2.4) must be submitted in accordance with the requirements. Firms must be certified under the NJUCP at the time of contract award in order to obtain DBE credit toward the goal. Firms pending certification will not count toward meeting the contract goal.
- 1.4.3 Price alone is not an acceptable basis for rejecting a DBE subcontractor/subconsultant's bid.
- 1.4.4 The Bidder/Proposer/Prime shall, at a minimum, seek DBEs in the same geographic area in which it generally seeks subcontractors/subconsultants. However, the Bidder/Proposer/Prime may be required to expand its search under specific circumstances as determined by OBD. Refer to article 2.0
- 1.4.5 Agreements between a Bidder/Proposer/Prime and a DBE in which the DBE promises not to provide subcontracting quotations to other Bidder/Proposers are prohibited.
- 1.4.6 The desire of a Bidder/Proposer/Prime to self-perform the work of a contract with its own organization is not an acceptable basis to not meet the goal or demonstrate a good faith effort to do so.
- 1.4.7 The Bidder/Proposer/Prime is responsible for verifying that the DBE is certified under the appropriate NAICS code for the scope of work identified. DBE credit shall be given only for work performed in the

- NAICS code(s) under which the DBE is certified.
- 1.4.8 A DBE firm listed on the First-Tier DBE Utilization Form (Form A) shall constitute a binding representation to NJT, by the Bidder/Proposer/Prime, that the DBE firm is qualified, available, and certified under the appropriate and required NAICS code to perform the scope of work identified. Refer to article 2.5a

1.5 TRANSIT VEHICLE MANUFACTURERS (TVM)

- 1.5.1 As a transit vehicle manufacturer, you must establish and submit for FTA's approval an annual overall DBE percentage goal. A TVM must certify that it submitted the annual DBE goal required by 49 CFR 26.49 and FTA has approved it or not disapproved it.
- (a) As a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, the Bidder/Proposer must complete and submit the TVM Certification form with the bid/proposal certifying that it has complied with the requirements of 49 CFR 26.49.
- 1.5.2 NJT may, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying with the procedures of this section.

1.6 RESPONSIBLE BID/PROPOSAL CRITERIA

1.6.1 As a matter of responsibility, the two lowest Bidders or two highest ranked Proposers must submit the required forms, including the supplemental section (if applicable), with the bid/proposal or within five (5) calendar days after the bid opening or proposal due date. Notwithstanding the date of submission of the mandatory DBE forms, all negotiations between a Bidder and any potential DBE subcontractor, subconsultant, or supplier shall be completed prior to the bid opening or cost proposal due date.

Bidders/Proposers shall identify all DBE and non-DBE subcontractors, subconsultants, and suppliers proposed to participate in and those solicited for this Contract, and shall complete and submit the mandatory DBE Forms A, A1, A2, and B. The two lowest Bidders or two highest ranked Proposers must also submit NJ Unified Certification Program (NJUCP) certificate or letter for all potential DBE subcontractors. Additionally, the two lowest Bidders or two highest ranked Proposers shall submit any applicable supplemental forms (AA, AA1, AA2, BB, and D). All DBE forms and NJUCP certificates or letters shall be submitted with the Bid or within five (5) calendar days of the bid opening date. However, Bidders are strongly encouraged to submit all mandatory documents with the Bid to prevent delay of the Contract award.

- 1.6.2 Bidders are requested to review carefully and complete the forms entirely, with no blank fields. Failure to satisfactorily complete or submit all required documentation and/or demonstrate documented evidence of good faith effort within five (5) calendar days shall result in rejection of a Bid as non-responsible.
- 1.6.3 If the two lowest Bidders/highest ranked Proposers submit the DBE forms, but fail to meet the DBE goal, the OCR/OBD will consider the efforts made to determine if a Bidder/Proposer/Prime has in fact demonstrated a good faith effort. See article 2.0
- 1.6.4 If it is determined that satisfactory good faith efforts were not made to include DBE participation on the contract, NJT shall consider awarding the contract to the next lowest bidder or highest ranked proposer who offers DBE Requirements for Federal Procurement Activities

 Feb 15, 2015 updtd 12.11.17

a reasonable price, meets the DBE goal and other bid requirements or requirements of 49 CFR Part 26 and/or satisfactorily demonstrates documented evidence of good faith effort.

2. GUIDANCE ON A GOOD FAITH EFFORT

- 2.1 To demonstrate a good faith effort to meet the DBE goal, a Bidder/Proposer/Prime shall provide written documentation in addition to Form D (article 2.3e), of the steps it has taken, prior to the bid opening/proposal due date, or during the life of the contract to obtain DBE participation. The Bidder/Proposer/Prime can meet this requirement in either of two ways:
 - (1) The Bidder/ Proposer/Prime can meet the goal.
 - (2) The Bidder/Proposer/Prime shall exhaust the available options referenced in article 2.2 in making a continuous good faith effort to meet the assigned contract goal for the life of the contract.
- (a) The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.
- (b) In determining a good faith effort, the OBD will consider the <u>quality</u>, <u>quantity</u>, and <u>intensity</u> of the different kinds of efforts that the Bidder/Proposer/Prime has made. Mere *pro forma* efforts will not be considered as demonstration of good faith effort to meet the DBE contract requirements.
- (c) The Bidder/Proposer/Prime shall use good business judgment and consider a number of factors in negotiating with subcontractors/subconsultants, including DBE subcontractors/ subconsultants, and should take a firm's price and capabilities as well as contract goals into consideration. The fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's/Proposer's failure to meet the contract DBE goal, as long as such costs are reasonable as determined by NJT. Primes are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (d) The Bidder/Proposer/Prime's ability or desire to perform the work of a contract with its own organization (self-performance) does not relieve the Bidder/Proposer/Prime of the responsibility to meet the goal or demonstrate a good faith effort.
- (e) The Bidder/Proposer/Prime shall not reject DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Bidder/Proposer/Prime's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or nonsolicitation of bids in the Bidder/Proposer/Prime's efforts to meet the assigned project goal.
- (f) The OBD will support the Bidder/Proposer/Prime in indentifying ways to meet the assigned contract goal.

2.2 A GOOD FAITH EFFORT

The following is a list of actions that NJT will consider as evidence of a Bidder/Proposer/Prime's good faith effort to obtain DBE participation. While exhausting the available options in this list may count as a good faith effort, this list is not intended to be a mandatory checklist, nor is this list intended to be exclusive or exhaustive of all the efforts a Bidder/Proposer/Prime might make to achieve the assigned DBE goal. NJT may require a Bidder/Proposer/Prime to take action above and beyond those listed below to meet the

- assigned DBE goal.
- (a) The Bidder/Proposer/Prime shall solicit through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capacity to perform the work of the contract.
 - (1) The Bidder/Proposer/Prime must solicit this interest within sufficient time to allow the DBE to respond to the solicitation.
 - (2) The Bidder/Proposer/Prime must take appropriate steps to follow up on initial solicitations in order to determine with certainty if the DBE firms are interested.
- (b) The Bidder/Proposer/Prime shall select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Prime might otherwise prefer to perform these work items with its own forces.
- (c) The Bidder/Proposer/Prime shall provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (d) The Bidder/Proposer/Prime shall negotiate with a DBE(s) with the intent to enter into a contract. It is the Bidder/Proposer's responsibility to make a portion of the work available to DBE subcontractors/subconsultants and suppliers and to select those portions of the work or material needs consistent with the available DBE Primes and suppliers, so as to facilitate DBE participation.
 - (1) <u>Evidence of such negotiation includes:</u> the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
- (e) The Bidder/Proposer/Prime shall make efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by NJT or the Prime contractor.
- (f) The Bidder/Proposer/Prime shall make efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (g) The Bidder/Proposer/Prime shall effectively use the services of available minority/women community organizations; minority/women Prime contractors groups; local, State and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

2.3 REQUIRED FORMS

- (a) Form A First Tier DBE Utilization: Lists all First Tier DBE firms scheduled to participate on this contract.
- (b) Form A1 Bidder/Proposer Solicitation and Contractor Information: Lists all DBE and Non-DBE sub contractor/subconsultants, including suppliers, solicited for, and participating on this contract.
- (c) <u>Form A2- Non-DBE Sub Utilization</u>: Lists all DBE and Non-DBE subcontractors/ subconsultants, including suppliers, participating on this contract.

- (d) Form B Intent to Perform as a DBE Sub: Identifies the work the 1st Tier DBE intends to perform including scope of work, subcontract dollar value, etc.
- (e) <u>DBE Good Faith Effort Form</u> (<u>if applicable</u>): Identifies any DBE subcontractor invited to quote, but declined to do so for any reason.
- (f) <u>Trucking Commitment Agreement (if applicable):</u> Identifies all trucking firms (DBE and Non-DBE) participating on this contract, at any tier.
- (g) NJ UCP DBE Certification & NAICS Code Verification: Confirms the DBE status and NAICS code(s) of each First Tier DBE subcontractor/subconsultant.
- (h) *Form E Contractor's Monthly DBE Payment Report & Payment Certification Voucher (Post-Award): Records monthly payments issued to each DBE subcontractor/subconsultant/supplier and monthly payments issued by NJ TRANSIT to the Prime. Certifies that DBE subs have been paid for previous month's invoices.
- (i) Form E2 DBE's Monthly Payment Report (Post-Award): Records monthly invoices submitted by the DBE, payments owed to the DBE on past due invoices and payments received from the prime by each DBE subcontractor/subconsultant.
- (j) <u>Form E1- DBE Prime's Monthly Payment Report (For DBE Prime Only):</u> Records monthly payments <u>issued</u> to each DBE Prime by NJ TRANSIT to.

*This form is due from the Prime in each month following the notice to proceed issued by NJ TRANSIT. Refer to article 5.2.4

2.4 SUPPLEMENTAL REQUIRED FORMS (IF APPLICABLE)

- (a) Form AA Second Tier DBE Utilization: Lists all Second Tier DBE firms scheduled to participate on the DBE sub-Prime's contract.
- (b) <u>Form AA1 Second Tier Bidder/Proposer Solicitation and Contractor Information</u>: Lists all Second Tier DBE firms participating on this contract as indicated on Form AA and Form AA2.
- (c) <u>Form AA2- Second Tier Non-DBE Sub Utilization:</u> Lists all DBE and Non-DBE firms including suppliers participating on the DBE sub-Prime's contract.
- (d) Form BB Intent to Perform as a Second Tier DBE Sub: Identifies the work the 2nd Tier DBE intends to perform including scope of work, subcontract dollar value, etc.
- (e) NJ UCP DBE Certification & NAICS Code Verification: Confirms the DBE status and NAICS code(s) of each Second Tier DBE subcontractor/subconsultant.

2.5 INSTRUCTIONS FOR COMPLETING REQUIRED FORMS (see glossary for definition of terms)

(a) Form A - First Tier DBE Utilization:

Form A is a formal agreement between the Bidder/Proposer and the DBE(s). Replacement/removal of DBE subcontractors/subconsultants/supplier identified on Form A is prohibited after the bid or proposal is

submitted to NJT. **Refer to article 4.3**. A DBE Bidder/Proposer, which lists itself on Form A, is committed to performing the work indicated <u>with its own</u> personnel.

DBEs performing as second tier sub(s) to a **non-DBE sub Prime** should be listed with the name of the non-DBE sub Prime's firm name in parenthesis next to the DBE sub's name. {Ex: DBE Electric Co. (Prime Contractor, Inc.)}

- (1) A first Tier DBE is required to perform at least 51% of its subcontract value with its own forces. Bidders/Proposers/Primes will not receive any credit for DBEs performing less than 51% and therefore must not be listed on this form.
- (2) For DBE suppliers, identify all manufacturers, regular dealers, and brokers. If a DBE supplier is a *manufacturer*, indicate the full value of its subcontract. If a DBE supplier is a *regular dealer*, show its total contract value multiplied by 60% (Ex. \$100K x 60%= \$60K). If a DBE supplier is *neither a manufacturer nor a dealer*, indicate the <u>fee/commission only</u>, *not the cost of materials* or supplies. See article 3.0 for direction on determining credit toward the goal.
- (3) A detailed scope of work must be provided; one-word descriptions are not acceptable. (Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at \$34.00 a ton).

(b) Form A1 - Bidder/Proposer/Prime Solicitation and Contractor Information:

The Bidder/Proposer must complete and submit **page** one (1). The DBE and non-DBE subcontractors/subconsultants, including suppliers, solicited for, participating on, or expressed interest in this contract must complete **page two** (2).

(c) Form A2- Non-DBE Sub Utilization:

Bidders/Proposers are required to report and submit all dollars committed to non-DBE subcontractors/subconsultants/suppliers. The non-DBE portion of work is <u>not</u> counted toward the assigned DBE goal. See article 3.0

A detailed scope of work must be provided; one-word descriptions are not acceptable.

(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at \$34.00 a ton).

(d) Form B - Intent to Perform as a First Tier DBE Sub:

Each DBE subcontractor/subconsultant/supplier listed on Form A must complete and sign Form B. Note: The Bidder/Proposer/Prime is prohibited from completing any portion of the form and from directing DBE(s) to sign a blank form.

(1) The Bidder/Proposer/Prime must provide interested DBEs with a copy of appropriate plans, specifications, and requirements of the contract in a timely manner to allow the DBE to prepare an appropriate price quote and submit on time.

- (2) First Tier DBEs must perform at least 51% of the total dollar value of its subcontract, with its own forces. The firm must indicate the percentage of the total portion of work to be subcontracted to DBE and non-DBE firms. The <u>non-DBE</u> percentage of work is <u>not counted</u> toward the assigned goal.
- (3) The OBD encourages DBE-to-DBE subcontracting in order to preserve DBE participation credit. See article 3.0
- (4) The DBE must provide a detailed scope of work; <u>one-word descriptions are not acceptable</u>. Descriptions should include: type of services provided, total number of units, price per unit, total cost. etc.

(e) DBE Good Faith Effort: (If Applicable)

Form D applies to any Bidder/Proposer/Prime who failed to meet the assigned DBE goal. This form will assist the Bidder/Proposer/Prime in demonstrating a good faith effort.

If the DBE(s) solicited declines to sign this form, the completed form should be submitted with the Bidder/Proposer's signature only and the OBD will verify the information provided with the firm. Refer to articles 2.0-2.2 for guidance.

(f) Trucking Commitment Agreement: (If Applicable)

DBEs must provide information for all DBE and non-DBE trucking firms it will lease from or subcontract to. Subcontracting to a non-DBE trucker means that the non-DBE will perform a portion of the DBE firm's subcontract. Refer to article 3.4

The following documents must be attached for all trucks owned: copy of title(s)/finance agreement(s), registration card(s), insurance card(s), apportioned cab card(s) and/or hazardous material license(s) if applicable. A copy of the title or finance agreement is the only acceptable proof of ownership.

The following documents must be attached for all trucks leased: copy of lease agreement(s) established

between both firms, title(s), registration card(s), insurance card(s), lease agreement(s), apportioned cab card(s) and/or hazardous material license(s) if applicable.

(g) NJ UCP DBE Certification and NAICS Code Verification:

All DBEs listed on Form A must be certified at the time of contract award. It is the Bidder/ Proposer's responsibility to ensure that DBEs are certified and that their NAICS code(s) match the scope of work to be performed on this contract. Credit will not be given for any work to be performed without the appropriate NAICS code. Status can be verified through https://niucp.dbesystem.com and www.census.gov/eos/www/naics/.

(h) Form E - Contractor's Monthly DBE Payment Report & Payment Certification Voucher:

Beginning the month following the contract's notice to proceed, the Prime must report monthly payment activity for each DBE subcontractor/subconsultant/supplier; certifies each DBE sub has been paid any amounts due from previous or current progress payments paid to the Prime. (article 5.2.4)

All invoices 30 days past due from NJT must be listed in the appropriate field.

This report is due even if there is no payment activity. This form must be completed and submitted to the OBD by the 7th of each month to the attention of the OBD's Manager of Contract Compliance.

(i) Form E1- DBE Prime's Monthly Payment Report (For DBE Prime Only)

Beginning the subsequent month following the contract's execution date, the DBE Prime must report its monthly payments received by NJT. Refer to article 5.2.5.

All invoices 30 days past due from NJT must be listed in the appropriate field.

This report is due even if there is no payment activity. This form must be completed and submitted to the OBD by the 7th of each month to the attention of the OBD's Manager of Contract Compliance.

(j) Form E2 – DBE's Monthly Payment Report:

The Prime must provide a copy of the Form E2 to each DBE subcontractor/subconsultant/ supplier(s). Beginning the subsequent month following the DBE's execution date, the DBE firm must report its monthly payment activity.

This report is due even if there is no payment activity. <u>This form must be completed and submitted by the DBE only</u> to the OBD by the 7th of each month to the attention of the OBD's Manager of Contract Compliance.

All invoices 30 days past due must be listed in the appropriate field. Identify concerns or issues in the comments section to be addressed by the OBD. (Refer to article 5.2.6)

2.6 INSTRUCTIONS FOR COMPLETING SUPPLEMENTAL REQUIRED FORMS:

(a) Form AA – Second Tier DBE Utilization: The Second Tier DBE must perform 100% of its subcontract with its own forces. A formal request to waive this requirement may be granted, solely at the discretion of the OBD; however, approval is required.

A detailed scope of work must be provided; one-word descriptions are not acceptable.

(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at \$34.00 a ton).

(b) Form AA1 – Second Tier Bidder/Proposer Solicitation and Contractor Information:

The DBE sub-Prime must submit and complete page one (1). Second Tier DBE(s) solicited for and participating on this contract must complete page two (2).

(c) Form AA2- Second Tier Non-DBE Subcontractor Utilization:

DBE sub-Primes are required to report and submit all dollars committed to non-DBEs. The non-DBE portion of work is not counted toward DBE participation credit. **Refer to article 3.0**

A detailed scope of work must be provided; one-word descriptions are not acceptable.

(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at \$34.00 a ton).

(d) Form BB - Intent to Perform as a Second Tier DBE Subcontractor:

Each DBE firm listed on Form AA, must complete, and sign. Only Second Tier DBE(s) must complete and sign this form.

The Second Tier DBE must provide a detailed scope of work; one-word descriptions are not acceptable. Descriptions should include: type of services provided, total number of units, price per unit, total cost, etc.

(e) NJ UCP DBE Certification & NAICS Code Verification:

All DBEs listed on Form AA must be certified at the time of contract award. It is the Bidder/Proposer/Prime's responsibility to ensure that DBEs are certified and that their NAICS code(s) match the scope of work to be performed on this contract. Credit will <u>not</u> be given for any work to be performed without the appropriate NAICS code. Status can be verified through https://niucp.dbesystem.com and www.census.gov/eos/www/naics/.

3.0 GUIDANCE ON COUNTING DBE PARTICIPATION

- 3.1 If a firm is not currently certified as a DBE in accordance with 49 CFR part 26 at the time of the execution of the contract, the firm's participation will not count toward the DBE goal.
- 3.1.1 A DBE performing less than 51% of its subcontract will not count toward the assigned goal and should not be listed on any forms.
- 3.1.2 When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBEs subcontractor/subconsultant is a DBE.
- (a) Work that a DBE subcontracts to a <u>non-DBE firm does not count</u> toward the DBE contract goal.
- (b) When a DBE performs as a participant in a joint venture with a Non-DBE, count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
- (c) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved.

A DBE does not perform a *commercially useful function* if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

3.2 COUNTING DBE PARTICIPATION

- 3.2.1 When a DBE participates in a contract, only the value of the work actually performed by the DBE is counted toward DBE goals.
- (a) The entire amount of that portion of a contract that is performed by the DBE's own forces is counted. This includes the cost of supplies and materials obtained by the DBE for the work of the contract, as well as supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE)

- subcontractor/subconsultant purchases or leases from the Prime contractor or its affiliate).
- 3.2.2 The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, is counted toward DBE goals, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services by a DBE.

3.3 DBE PRIME CONTRACTOR GUIDANCE

- 3.3.1 If a <u>DBE Prime</u>, expenditures are counted toward DBE goals only if the DBE is performing a commercially useful function on that contract.
- 3.3.2 A DBE Prime must perform or be responsible at least 30% of the total cost of its contract with its own workforce.
- 3.3.3 If a DBE Prime does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce or subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, NJT will consider that it is not performing a commercially useful function and the DBE Prime shall be in breach of the contract and subject to the appropriate remedies and penalties. Refer to Articles 5.6-5.7

3.4 DBE TRUCKING FIRMS GUIDANCE

- 3.4.1 A DBE trucking firm is performing a commercially useful function if:
- (a) The DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there is not a contrived arrangement for the purpose of meeting DBE goals.
- (b) The DBE itself <u>owns and operates at least one</u> fully licensed, insured, and operational truck to be used on the contract.
- 3.4.2 The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

3.5 LEASING TRUCKS

- 3.5.1 Leased trucks must display the name and identification number of the DBE.
- 3.5.2 The DBE may lease trucks from another DBE firm, including an owner-operator that is certified as a DBE.
 The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- 3.5.3 The DBE may also lease trucks from a non-DBE firm, including an owner-operator.
- (a) The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
- 3.5.4 For the purposes of this section (Leasing), a lease must indicate that the DBE has exclusive use of and control over the truck.

(a) This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck.

3.6 COUNTING MATERIALS AND SUPPLIES

- 3.6.1 Expenditures with DBEs for materials or supplies are counted toward DBE goals as provided in the following:
- (a) If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost of the materials or supplies are counted toward DBE goals.
 - (1) For purposes of this paragraph 3.6.1(a), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the material, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (b) If the materials or supplies are purchased from a DBE regular dealer, sixty percent (60%) of the cost of the materials or supplies is counted toward DBE goals.
 - (1) For purposes of this paragraph 3.6.1(b), a <u>regular dealer</u> is a firm that owns, operates, maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
 - (2) The firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - (3) A person may be a <u>regular dealer</u> in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided above if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
 - (4) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph 3.6.1(b).
- (c) With respect to materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, only the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, is counted toward DBE goals, provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar service. However, any portion of the cost of the materials and supplies themselves do not count toward DBE goals.

4.0 TERMINATION OF DBE(s)

4.1 The Bidder/Proposer/Prime may not terminate for convenience, or any other reason, and then perform the work of the terminated subcontractor/subconsultant with its own forces or those of an affiliate without NJT's prior written consent. Refer to Article 4.3.

Submission of all REQUIRED FORMS is mandatory for the following Articles 4.2 through 4.5

4.2 ADDITION OF DBE(s)

DBE Requirements for Federal Procurement Activities

- 4.2.1 Should the Bidder/Proposer/Prime wish to add a DBE not listed on Form A, a written request for the addition of a DBE(s) must be submitted by the Bidder/Proposer/Prime.
- 4.2.2 The Bidder/Proposer/Prime must receive written approval of the OBD <u>prior to</u> the addition of the DBE subcontractor/subconsultant in order for the addition to be credited toward the goal.

4.3 REPLACEMENT OR REMOVAL OF DBE(s)

- 4.3.1 When a Prime is considering replacing or removing a DBE due to performance issues, the OBD must be contacted as soon as possible.
- 4.3.2 Request for DBE replacement or removal may be made under the following conditions:
 - 1) The DBE materially fails to successfully perform the contract tasks.
 - 2) Under unusual situations referenced in article 4.3.8.
- 4.3.3 A written request for replacement or removal of a DBE(s) listed on Form A, must be submitted by the Bidder/Proposer/Prime to the OBD with complete justification for the request. The process to follow such requests is as follows:
- (a) Written communications (over a period) from the Prime and/or NJT's PM/CM team to the DBE, notifying the DBE of its poor performance must be provided to the OBD.
- (b) The OBD will arrange a meeting with the DBE, the Prime, and a representative from Procurement and project management to discuss the specifics of the performance issue.
- (c) The DBE must provide a written plan identifying the efforts it will make to correct the deficiencies.
- (d) The Prime must provide the DBE with a minimum of 30 calendar days from acceptance of its plan to improve its performance. Throughout the 30-day window, the Prime and/or NJT PM/CM team must provide written communication to the DBE of any additional/continued performance issues, with a copy to the OBD.
- 4.3.4 The Bidder/Proposer/Prime must receive written approval of the OBD <u>prior to</u> replacement or removal of the DBE subcontractor/subconsultant can be made, regardless of the reason for the replacement or removal.
- 4.3.5 If the OBD issues written approval for the removal of a DBE(s), NJT will require a Bidder/Proposer/Prime to continue to demonstrate a good faith effort to replace the removed DBE to the extent needed to meet the contract goal established by NJT for the procurement.
 - These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the removed DBE.
- 4.3.6 Failure to obtain approval from the OBD prior to replacing or removing a DBE shall result in the Bidder/Proposer/Prime being found in breach of the contract and subject to the appropriate remedies, audits and penalties. Articles 5.6-5.7
- 4.3.7 If NJT finds that the Bidder/Proposer/Prime upon submission of its bid/proposal committed itself to the goal in good faith, the Bidder/Proposer/Prime may, in "unusual situations", be permitted to substitute a DBE subcontractor(s)/subconsultant(s).
- 4.3.8 The term "unusual situations", includes, but is not limited to, the following circumstances:
- (a) Failure to qualify as a DBE, or maintain DBE certification status.
- (b) Death or physical disability of a key individual.

DBE Requirements for Federal Procurement Activities

- (c) Dissolution, if a corporation or partnership.
- (d) Bankruptcy of the subcontractor/subconsultant, subject to applicable bankruptcy law, and only in instances where the bankruptcy affects the subcontractor/subconsultant's ability to perform.
- (e) Inability to obtain, or loss of, a license necessary for the performance of the particular category of work.
- (f) Failure or inability to comply with a requirement of law applicable to Primes or, subcontractors/subconsultants.

4.4 WITHDRAWN DBE(s)

- 4.4.1 When a DBE is unable to complete a subcontract (withdraws), for any reason, NJT will require a Bidder/Proposer/Prime to make a good faith effort to replace a withdrawn DBE at least to the extent needed to ensure that the Prime contractor is able to meet the contract goal established by NJT for the procurement. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the removed DBE.
- 4.4.2 The Bidder/Proposer/Prime is required to make a good faith effort to seek other DBE subcontractors/subconsultants in substitution of the original DBE. The good faith efforts described in article 2 are required in finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the procurement.

4.5 DECERTIFIED DBE(S)

- 4.5.1 If the Prime has reason to doubt that a proposed DBE is still eligible due to change in ownership, management, or size, the Prime shall, within 10 days of learning this information, notify NJT of that fact in writing.
- 4.5.2 If the subcontract has not been executed before the DBE's ineligibility occurs, the Prime will not receive credit toward the contract goal for the ineligible DBE. The Prime may continue to use the ineligible DBE, however, DBE participation credit will not be granted.
- (a) To the extent necessary to meet the assigned contract goal, the Prime will make a good faith effort to replace the ineligible DBE within 10 days after notification by the OBD. The OBD will support the Prime in its efforts to replace with an eligible DBE firm in order to meet the contract goal.
- 4.5.3 If the contract has been executed before the firm has been notified of its ineligibility, the Prime may continue to use the firm on the contract and receive credit toward its DBE goal for the duration of that particular phase of or option in the contract. This may not apply to future phases or options, which will be handled on a case-by-case basis at the sole discretion of the OBD.
- 4.5.4 Exception: If the DBEs ineligibility is caused solely by its having exceeded the size standard during the performance of the contract the Prime may continue to count its participation on that contract only toward the contract goals. This may not apply to future phases or options and will be subject to determination by the OBD.

5.0 AWARD OBLIGATIONS

5.1 The Prime must designate a DBE Liaison Officer. The liaison officer will be responsible to NJT regarding DBE subcontract matters.

DBE Requirements for Federal Procurement Activities

- 5.1.1 If at any point during the contract's life, the Prime's DBE participation falls below the assigned goal, the Prime must identify additional work or new work items for which it will subcontract to DBEs to the extent necessary to meet the assigned goal. Any new scope of work issued to the Prime shall still be subject to the assigned goal.
- 5.1.2 The OBD will support the Prime in identifying current/future opportunities in the contract to meet the assigned contract goal.
- 5.1.3 Should the Prime seek a change that addresses the DBE's performance, or affects the work scope and/or compensation, the OBD must be notified, prior to implementation, for its review and approval of the changes as soon as possible. No change will be allowed without <u>prior review and approval</u> by the OBD. Failure to notify the office and obtain approval prior to a change shall result in breach of the contract and may be subject to the appropriate remedies, audits, and penalties.
- 5.1.4 Whenever NJT issues project change orders the goal may still apply; the OBD will determine if increased DBE participation will be required.
- 5.1.5 To ensure that all obligations under subcontracts awarded to DBEs are met NJT shall review the Prime's DBE involvement efforts during the performance of the contract.

5.2 POST AWARD DELIVERABLES

- 5.2.1 After the execution of a contract with NJT, signed copies of subcontractor/subconsultant agreements between the Prime and DBE subcontractors must be submitted to the OBD no later than 10 business days after the Prime's contract execution date. The agreement between the Prime and DBE subcontractor shall remain firm for the duration of the contract.
- 5.2.2 The Prime shall provide a list of the anticipated job start date for all DBE subcontractors/subconsultants no later than two days after the initial pre-construction meeting.
- 5.2.3 **Certification of DBE(s) Payments** submit monthly with the Form E to the Manager of the OBD and with its monthly invoice submittal to NJT project manager of this project. **Refer to article 5.3.2**
- (a) The Prime will certify, <u>prior to the issuance of each progress payment by NJT</u>, that all DBE subs have been paid any amounts due on past due invoices from previous or current progress payments.
- 5.2.4 Form E (Contractor's Monthly DBE Payment Report & DBE Payment Certification Voucher) submit monthly to the Manager of the OBD. Refer to articles 2.5h and 5.3.2.
 - Failure to submit this report on a monthly basis may result in breach of the contract and be subject to the appropriate remedies, penalties or liquidated damages as indicated in articles 5.6-5.7.
- 5.2.5 Form E1 (DBE Prime's Monthly Payment Report) (For DBE Prime Only) submit monthly to the Manager of the OBD.
- 5.2.6 Form E2 (DBE's Monthly Payment Report) Refer to article 2.5j
- (a) Forms E/E1 and E2 will be reviewed monthly to determine compliance with the assigned DBE goal, the subcontractor prompt payment regulation, and the DBE Program.
- (b) Attainment of goals will be monitored and based upon actual payments <u>received</u> by the DBE.
 Failure to submit Form E/E1 may result in suspension of payments or such other remedies as provided in article 5.6. If at any time, NJT has reason to believe that any person or firm has willfully and knowingly
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provided incorrect information or made false statements, it shall refer the matter to the USDOT for inquiry.

5.3 PROMPT PAYMENT OF INVOICES TO SUBCONTRACTORS

- 5.3.1 The Prime must pay each subcontractor under this contract for satisfactory performance of its work no later than ten (10) days from the receipt of each payment the Prime receives from NJT for the subcontractor's work. Failure to comply with this requirement shall result in breach of the contract and shall be subject to the appropriate remedies as determined by OBD.
- 5.3.2 In accordance with 49 CFR 26.29, the Prime shall certify, prior to the issuance of a progress payment by NJT that all subcontractors have been paid any amounts due on past due invoices (greater than 30 days) from previous or current progress payments. The Prime must submit the Certification of DBE(s) Payments with its monthly invoice submittals to NJT project manager, and with its Form E to the OBD.
- 5.3.3 The Prime will not be reimbursed for work performed by subcontractors/subconsultants unless and until the Prime ensures that the subs are promptly paid for the work performed. Alternatively, the Prime shall certify that a valid basis exists under the terms of the subcontractor's/subconsultant's or supplier's contract to withhold payment from the subcontractor/subconsultant and therefore payment is withheld.
- 5.3.4 If the Prime withholds payment from the subcontractor/subconsultant, the Prime shall provide to the subcontractor/subconsultant or supplier written notice thereof. The notice shall detail the reason for withholding payment and state the amount of the payment withheld. If a performance/payment bond has been provided under this contract, the Prime shall send a copy of the notice to the surety providing the bond for the Prime. A copy of the notice shall also be submitted to NJT with the certification that payments are being withheld.
- 5.3.5 If withholding payment is due to the Prime's failure to promptly pay the DBE in accordance with the prompt payment of invoices and/or retainage clauses, the OBD may request proof of payment to DBE(s) for delinquent invoices and/or retainage in order to issue release of payment to Prime.
- 5.3.6 Failure to comply with the above shall result in breach of the contract and may be subject to the appropriate penalties. See article 5.6

5.4 SUBCONTRACTOR PAYMENT DISPUTE RESOLUTION

- 5.4.1 The Prime is required to notify the OBD of its intention to withhold payment from a DBE as soon as possible and in advance of taking action. Should the Prime provide notice and proceed to withhold payment from any subcontractor/subconsultant or supplier due to a performance issue or unapproved work performed, an OBD representative shall make an effort to resolve the dispute.
- (a) OBD's efforts shall be limited to meeting with the Prime and the subcontractor/ subconsultant, and reviewing the relevant facts with both parties.
- (b) OBD will not act as a decider of fact nor will OBD direct a settlement to the dispute.
- (c) Any OBD effort is solely intended to assist the parties in understanding their respective positions and to encourage a reasonable resolution of the dispute. The Prime is required to send written notification of the

DBE Requirements for Federal Procurement Activities

- above to the OBD immediately.
- 5.4.2 Should payments be withheld that are not related to the previous items mentioned, and/or a determination can be made that the withholding of payments violates the prompt payment clause, NJT may execute the appropriate remedies in accordance with article 5.6.

5.5 PROMPT PAYMENT OF SUBCONTRACTOR RETAINAGE (FOR CONSTRUCTION CONTRACTS ONLY)

- 5.5.1 The Prime must include a contract clause in the subcontractor agreement obligating the Prime to pay all retainage owed to the subcontractor/subconsultant for satisfactory completion of the accepted scope of work no later than 15 days after the DBE subcontractor's/subconsultant's work is satisfactorily completed.
- 5.5.2 Only subcontractors/subconsultants whose work has been 100% completed, including all punch list work or remaining work, and who have supplied closeout documents shall be eligible for release of retainage. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of NJT.
- 5.5.3 NJT may agree to release an equivalent amount of Prime retainage provided that:
- (a) There is no offsetting claims from NJT (including, but not limited to, liquidated damages), other subcontractors/subconsultants, material men, or workers;
- (b) None of the other reasons to withhold payments specified under the Prime contract exists.
- 5.5.4 Prior to release of the Prime's retainage, the Prime shall provide to NJT executed copies of the following subcontractor closeout documents, (shown in Appendix A of the contract) as appropriate:
- (a) Consent of Surety to Final Payment to the Subcontractor
- (b) Certificate of Amounts Due and Owing to Subcontractor Employees
- (c) Subcontractor Release of Claims
- (d) Subcontractor Release of Liens and a Certificate of Final Acceptance of Subcontractor Work
- 5.5.5 Notwithstanding NJT's release or partial release of retainage, nothing in this clause shall be deemed to constitute NJT's partial or final acceptance of the work, or any portion thereof, unless either a Certificate of Partial Acceptance or a Certificate of Final Acceptance has been executed by NJT, in the form(s).

5.6 REMEDIES AND PENALTIES

- 5.6.1 Where a Prime is found to be in breach of the requirements of the DBE Program during the performance of the contract, and does not promptly take corrective action, the following sanctions may be instituted (singularly, in any combination, and in addition to any other contractual remedies or otherwise provided by law):
- (a) The Prime may be ordered to stop work without penalty to NJT.
- (b) The contract may be terminated for breach.
- (c) Suspension or debarment proceedings may be commenced in accordance with New Jersey law.
- (d) The relevant performance bond may be enforced.

(e) NJT may withhold payment of specific invoices.

5.7 LIQUIDATED DAMAGES

- 5.7.1 Liquidated damages (LD) may be assessed when the Prime fails to meet the established DBE goal on the contract.
- 5.7.2 If the DBE goal is not met, and the Prime has not demonstrated a good faith effort to do so, NJT may elect to subtract from the Prime's payment, as liquidated damages and not a penalty, the following:

 The amount equal to the difference (in dollars) between the total contract value multiplied by the assigned DBE goal percentage, (originally established or as subsequently modified) and the actual DBE participation percentage (total dollars paid to DBEs divided by total dollars paid to the Prime).
- 5.7.3 This may be withheld from a series of payments or from the Prime's final payment, depending on the size of the liquidated damage.
- 5.7.4 If the Prime's final payment is not sufficient to satisfy the LD in full, the balance shall be due and owing from the Prime and subject to repayment terms as determined by NJT. NJT shall waive liquidated damages where good cause is shown for the deficiency in DBE participation upon determination by the OBD.

APPENDIX I

GLOSSARY

A Good Faith Effort-the efforts employed by the bidder, which should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

<u>Certification</u> - means the process by which a business is determined to be a bona fide DBE. Any business applying for DBE certification must complete the appropriate NJ Unified Certification Program Application. Certification Applications are available at the OBD.

Disadvantaged Business Enterprise or DBE - means a small business concern:

Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and where one or more of the socially and economically disadvantaged owners controls management and daily business operations. A DBE shall not include a small business concern where that concern or a group of concerns controlled by the same socially and economically disadvantaged individual or individuals has annual average gross receipts in excess of \$22,410,000 over the previous three fiscal years or is not otherwise eligible as a small business as defined by the Small Business Administration in 13 CFR Part 121.

<u>DBE Goal</u> - means numerically expressed objectives for DBE participation on federal contracts Prime contractors are required to make a good faith effort to achieve to the extent necessary to meet the assigned DBE goal.

<u>DBE Sub-Prime</u> - means any 1st Tier DBE subcontractor/subconsultant listed on the Form A that will subcontract any portion of its subcontract/scope of work to a DBE(s) and/or non-DBE(s) firm(s).

<u>DBE Ineligibility</u> – means a firm's DBE status changes or ceases due to change in ownership, management, or size, etc. <u>DBE Prime</u> – means the successful Bidder is a DBE firm and has a direct contract with NJT.

<u>DBE Trucking Firm</u> – owns and operates at least one fully licensed, insured, and operational truck used on the contract. Is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.

<u>First Tier DBE</u> - refers to any DBE listed on the Bidder/Proposer/Prime's Form A and having a direct contract with the Prime.

<u>Joint Venture</u>—means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

<u>Prime</u> - means any contractor or consultant, including a DBE contractor/consultant, who enters into a direct contractual relationship with NJT.

Race-conscious Measure or Program - is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

Race-neutral Measure or Program- is one that is focused specifically on assisting all small businesses equally, including DBEs. Such activities include bonding, insurance, and technical assistance. For the purposes of this part, race-DBE Requirements for Federal Procurement Activities

Feb 15, 2015 updtd 12.11.17

neutral includes gender-neutrality.

Reasonable Bid Price - means a price that shall be considered reasonable if the Bidder/Proposer/Prime would have been awarded the contract had the firm submitted the only bid.

<u>Regular Dealer</u> - means a firm that owns, operates, or maintains an establishment in which the materials or supplies required for the performance of a contract are bought, kept in stock and regularly sold to the public in the usual course of business.

The firm must engage in, as its principal business, and in its own name, the purchase and sale of products in question. Bulk items such as steel, cement and petroleum products need not be stocked, if the dealer owns or operates distribution equipment.

Note: Brokers and packagers are not regarded as regular dealers.

Second Tier DBE - refers to any DBE listed on the DBE Sub-Prime's Form AA.

<u>Subcontractor/ Subconsultant</u> - means any contractor/consultant, including suppliers, who enters into a contract issued by a Prime contractor.

<u>Transit Vehicle Manufacturer (TVM)</u> - is a manufacturer of vehicles used by NJT for the primary program purpose of public mass transportation (e.g., buses, railcars, vans). The term does not apply to firms, which rehabilitate old vehicles, or to manufacturers of locomotives or ferryboats. The term refers to distributors of or dealers in transit vehicles with respect to the requirements of 49 CFR Section 26.49.

<u>U.S. DOT</u> – means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Railroad Administration (FRA).

<u>Withdrawn DBE</u> – a DBE withdraws, or drops out of its contract, or fails to complete its work on the contract for any reason.



Philip D. Murphy, Governor Sheila Y. Oliver, Lieutenant Governor Diane Gutierrez-Scaccetti, Acting Commissioner Kevin S. Corbett, Executive Director



April 17, 2018

ADDENDUM NO. 1

Re: NJ TRANSIT Request for Proposal (RFP) No. 18-003
Construction Management Services for the Long Slip Fill and Rail Enhancement
Project

To Whom It May Concern:

Proposers are hereby advised of the following additions and/or clarifications to the above referenced project:

I. GENERAL PROJECT INFORMATION

1. Pre-Proposal Conference

The location for the Pre-Proposal Conference has been changed.

A Pre-proposal Conference has been scheduled for Wednesday, April 18, 2018 at 2:00 p.m. in the Newark, New Jersey for the purpose of answering questions and providing directives and clarification. All interested firms are urged to attend. Space for the Pre-Proposal Conference is limited. Interested Parties are not required to RSVP; however, it is requested that only two (2) representatives from each firm attend the Pre-Proposal Conference.

FOR PROSPECTIVE PROPOSERS ONLY

Firms are required to acknowledge receipt of all addenda by signing the "Acknowledgement of Receipt of Addenda" form. This form (Exhibit 4) shall be included as part of the proposal. Failure to acknowledge receipt of all addenda may render proposals nonresponsive.

Sincerely,

Taishida S. Chapman

Managing Contract Specialist

Unishida Chapman

RFP No. 18-003 Page 1 of 1 Addendum No. $1 - \frac{4}{17/18}$

Philip D. Murphy, Governor Sheila Y. Oliver, Lieutenant Governor Diane Gutierrez-Scaccetti, Acting Commissioner Kevin S. Corbett, Executive Director



April 24, 2018

ADDENDUM NO. 2

Re: NJ TRANSIT Request for Proposal (RFP) No. 18-003
Construction Management Services for the Long Slip Fill and Rail Enhancement
Project

To Whom It May Concern:

Proposers are hereby advised of the following additions and/or clarifications to the above referenced project:

I. GENERAL PROJECT INFORMATION

1. Pre-Proposal Conference

The sign-in sheets and business cards received from the Pre-Proposal Conference held on Wednesday, April 18, 2018, are attached hereto as Addendum No. 2 - Attachment A.

2. RFP Cover Letter – Contract Exceptions

The second paragraph, last sentence should read as follows: Any questions and requests for clarifications to the enclosed documents must be submitted in writing no later than 4:00 p.m., Wednesday, April 25, 2018. Exceptions to the contract terms and conditions in NJ TRANSIT's Professional Services Agreement (RFP, Exhibit 1) shall be submitted to NJ TRANSIT with the Technical Proposal as detailed in RFP Section V.B.

3. Long Slip Fill & Rail Enhancement Project – Drawing Review

NJ TRANSIT will not be releasing the drawings for the Long Slip Fill & Rail Enhancement Construction Projects at this time. However, a Proposer may view the documents, <u>in-person only</u> at NJ TRANSIT Headquarters, by scheduling an appointment with Taishida Chapman at <u>tchapman@njtransit.com</u> at least two (2) business days prior to the requested date and time. The <u>only</u> available dates and times are listed below.

Date	Time
Monday, April 30, 2018	10:00 am - 12:00 pm
Tuesday, May 1, 2018	10:00 am - 12:00 pm
Wednesday, May 2, 2018	10:00 am - 12:00 pm
Thursday, May 3, 2018	10:00 am - 12:00 pm
Friday, May 4, 2018	10:00 am - 12:00 pm

RFP No. 18-003 Page 1 of 2 Addendum No. 2 – 4/24/18

FOR PROSPECTIVE PROPOSERS ONLY

Firms are required to acknowledge receipt of all addenda by signing the "Acknowledgement of Receipt of Addenda" form. This form (Exhibit 4) shall be included as part of the proposal. Failure to acknowledge receipt of all addenda may render proposals nonresponsive.

Sincerely,

Taishida S. Chapman

Managing Contract Specialist

Jaishida Chapman

RFP No. 18-003 Page 2 of 2 Addendum No. 2 – 4/24/18

NJ TRANSIT RFP NO. 18-003 ADDENDUM NO. 2

ATTACHMENT A

PRE-PROPOSAL CONFERENCE SIGN-IN SHEET AND BUSINESS CARDS

RFP No. 18-003 Addendum No. 2 – 4/24/18



A.G. Consulting Engineering, PC Engineers | Construction Managers | Special Inspectors

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Date: April 18, 2018

Time: 2:00 p.m.

Name	Company Name	Phone Number	Email Address	DBE Firm Y/N
Martin Both	Michael Lat!			2
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Date: April 18, 2018

Time: 2:00 p.m.

Name	Company Name	Phone Number	Email Address	DBE Firm
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PAUL PITTARI	GANNETT			7
spiles	Michael Sarghiles 185 Euginous			N
Swell	HDR			7
MICHAEL GASPARTICA	NAIK			>
Meg I annacore	BEM Systems			2
CHA S DEUGHERT	LSEA			>



Date: April 18, 2018 Time: 2:00 p.m.



Date: April 18, 2018

Time: 2:00 p.m.

Name	Company Name	Phone Number	Email Address	DBE Firm
JOHN Hamilton	PACO TECHNOLOGIA			`>
(FRETH MOREON)	-			7
Mac Colina	Maik			***
RANDY DOLIBER	TISHMAN			2
		I		



Date: April 18, 2018

Time: 2:00 p.m.

Name	Company Name	Phone	Email Address	DBE Firm
AMIT GOLEPUA	AG CONSULTING			/es
JOSE A. DINZ	Hill Experience			No
SARRY MUNES (US)	NSD			NO
	S			



Date: April 18, 2018

Time: 2:00 p.m.

Name	Company Name	Phone Number	Email Address	DBE Firm Y/N
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Date: April 18, 2018

Time: 2:00 p.m.

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	URBAN ENGINEER
	HAKS

Philip D. Murphy, Governor
Sheila Y. Oliver, Lieutenant Governor
Diane Gutierrez-Scaccetti, Acting Commissioner
Kevin S. Corbett, Executive Director



May 2, 2018

ADDENDUM NO. 3

Re: NJ TRANSIT Request for Proposal (RFP) No. 18-003

Construction Management Services for the Long Slip Fill and Rail Enhancement Project

To Whom It May Concern:

Proposers are hereby advised of the following additions and/or clarifications to the above referenced project:

I. GENERAL PROJECT INFORMATION

1. Long Slip Fill & Rail Enhancement Project – Drawing Review

NJ TRANSIT will not be releasing the drawings for the Long Slip Fill & Rail Enhancement Construction Projects at this time. However, a Proposer may view the documents, <u>in-person only</u> at NJ TRANSIT Headquarters, by scheduling an appointment with Taishida Chapman at <u>tchapman@njtransit.com</u> at least two (2) business days prior to the requested date and time. The <u>only</u> available dates and times are listed below.

NJ TRANSIT has revised the drawing review schedule as follows:

Date	Time
Monday, April 30, 2018	10:00 am - 12:00 pm
Tuesday, May 1, 2018	10:00 am - 12:00 pm
Wednesday, May 2, 2018	10:00 am - 12:00 pm
Thursday, May 3, 2018	10:00 am - 12:00 pm
Tuesday, May 8, 2018	10:00 am - 12:00 pm
Wednesday, May 9, 2018	10:00 am - 12:00 pm

II. QUESTIONS

NJ TRANSIT will respond to questions received by the due date in an upcoming Addendum. The deadline for questions was Wednesday, April 25, 2018.

RFP No. 18-003 Addendum No. 3-5/2/18

FOR PROSPECTIVE PROPOSERS ONLY

Firms are required to acknowledge receipt of all addenda by signing the "Acknowledgement of Receipt of Addenda" form. This form (Exhibit 2) shall be included as part of the proposal. Failure to acknowledge receipt of all addenda may render proposals nonresponsive.

Sincerely,

Taishida S. Chapman

Managing Contract Specialist

Jaishida Chapman

RFP No. 18-003 Addendum No. 3 - 5/2/18

Philip D. Murphy, Governor
Sheila Y. Oliver, Lieutenant Governor
Diane Gutierrez-Scaccetti, Acting Commissioner
Kevin S. Corbett, Executive Director



May 10, 2018

ADDENDUM NO. 4

Re: NJ TRANSIT Request for Proposal (RFP) No. 18-003

Construction Management Services for the Long Slip Fill and Rail Enhancement Project

To Whom It May Concern:

Proposers are hereby advised of the following additions and/or clarifications to the above referenced project:

I. GENERAL PROJECT INFORMATION

Extension of Deadline for Proposals

NJ TRANSIT hereby extends the deadline for submission of proposals from Tuesday, May 22, 2018 to Tuesday, June 5, 2018. Proposals are to be delivered on or before 3:00p.m. on Tuesday, June 5, 2018. Refer to RFP Section V - Proposal Requirements for the complete details of the proposal requirements.

2. RFP Section IV Scope of Services – Construction Management Services

Incorporate the following changes into Section IV Scope of Services:

- Task C1 Construction Management Administration: Delete the first paragraph in its entirety. (page 25)
- Task C2 Inspection/Testing: The last sentence of the 3rd paragraph should read as follows: "The Construction Manager shall keep an updated log regarding noncompliant work on site; this log shall conform to the procedures outlined in Section II., C.1." (page 31)
- Task C9 Project Close-out: The 2nd sentence of paragraph (d) should read as follows: "The testing of the systems should be conducted in accordance with the testing and commissioning program submitted by the Construction Manager to meet the requirements of Task C2". (page 39)
- 3. RFP Section V Proposal Requirements, Sub-Section (B) Technical Proposal Format
 - Add the following new Section 8 entitled "Conflict of Interest" to RFP Section V Proposal Requirements, Sub-section (B) – Technical Proposal Format (page 44):

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Section 8 - Conflict of Interest:

If the Construction Management Firm/Team or any employee, agent or Subcontractor of the Construction Management Firm/Team may have, or may give the appearance of a possible conflict of interest, the Construction Management Firm/Team shall include in its proposal a statement indicating the nature of the conflict. Also, provide a description of how the firm avoids or addresses potential conflicts of interest. If the Construction Management Firm/Team does not have such conflicts, then that shall be stated in this section. NJ TRANSIT will determine whether the Construction Management Firm/Team or any employee, agent or subcontractor has a conflict or potential conflict of interest on a case-by-case basis. NJ TRANSIT reserves the right to disqualify the Construction Management Firm/Team if, in its sole discretion, any interest disclosed from any source could create, or give the appearance of, a conflict of interest. NJ TRANSIT's determination regarding any question(s) of conflict of interest shall be final.

 Replace the following Section 9 entitled "Contract Exceptions, Clarifications or Modifications" and Section 10 entitled "Consultant Certifications" of RFP Section V Proposal Requirements, Sub-section (B) – Technical Proposal Format (pages 44 and 45):

THE CONSTRUCTION MANAGEMENT FIRM/TEAM IS REQUIRED TO PROVIDE ONE (1) ORIGINAL COPY OF THE FOLLOWING SECTIONS 9 AND 10 IN A SEPARATE SEALED ENVELOPE.

Section 9 - Contract Exceptions, Clarifications or Modifications

The Construction Management Firm/Team shall review NJ TRANSIT's Professional Services Agreement (Exhibit 1) and identify and submit to NJ TRANSIT with its Technical Proposal any proposed modifications to the Agreement. All exceptions, clarifications, and modifications must be specifically identified and explained in a clearly identified section of the Construction Management Firm/Team's Technical Proposal. The Construction Management Firm/Team's standard terms and conditions will not be considered as an exception, clarification, or modification. Exceptions, clarifications or modifications to NJ TRANSIT's Professional Services Agreement that are not provided with the Technical Proposal will not be entertained.

Any proposed modifications and/or exceptions to the Professional Services Agreement must be specific. Proposed modifications and/or exceptions will be reviewed and considered on a case-by-case basis.

Section 10 - Consultant Certifications

This section shall include the original signed copies of the certifications and affidavits required under this solicitation for the Consultant and Subconsultants.

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Prime Consultants and all Subconsultants must submit the following:

- Source Disclosure Certification (Exhibit 7)
- Disclosure of Investments Activities in Iran (Exhibit 9)
- Contractor's Certification of Eligibility (Exhibit 10)
- Non-Collusion Affidavit (Exhibit 11)
- Affidavit of Compliance Code of Vendor Ethics (Exhibit 12)
- Certification of Contracts, Grants & Loans Cooperative Agreements (Exhibit 13)
- Copy New Jersey Business Registration Certificate

Prime Consultants only must submit the following:

- Acknowledgment of Receipt of Addenda (Exhibit 2)
- Statement of Joint Venture (if applicable) (Exhibit 5)
- Ownership Disclosure Form (Exhibit 6)
- Public Law 2005, Chapter 271 Vendor Certification and Political Contribution Disclosure Form (Exhibit 8)

II. QUESTIONS

Questions submitted by prospective proposers and NJ TRANSIT's responses are attached hereto as Attachment A to this Addendum No. 4.

FOR PROSPECTIVE PROPOSERS ONLY

Firms are required to acknowledge receipt of all addenda by signing the "Acknowledgement of Receipt of Addenda" form. This form (Exhibit 2) shall be included as part of the proposal. Failure to acknowledge receipt of all addenda may render proposals nonresponsive.

Sincerely,

Taishida S. Chapman

Managing Contract Specialist

Jaishida Chapman

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NJ TRANSIT RFP NO. 18-003 ADDENDUM NO. 4

ATTACHMENT A QUESTIONS & NJ TRANSIT'S RESPONSES

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The total value is \$600,000.00.	Task C10 b. identifies \$300K allowance for surveying, testing, and monitoring, but Task C10 c. also identifies a \$300K allowance for surveying. Is the allowance \$300K or \$600K for Tasks C10 b. & c.?	40	STV Inc.	2
60% is the correct number for the Proposal.	Is a constructability review required for Construction Contract GC.02 at the 60% design stage? The question arises due to differing descriptions of work as shown below: In Section II. F. a., Responsibilities Overview, the RFP states "Constructability and staging reviews of Construction Contract GC.02 at the completion and submittal of the 60%, 90% and 100% Design documents" In Section IV. C. 2. b. 1, Construction Management Responsibilities, the RFP states "Constructability reviews at 90% and 100% Design, Construction Contract GC.01"	16 23	STV Inc.	1
NJ TRANSIT Response	Question	RFP Section	Firm	Question

Refer to Addendum No. 2.	Letter states that exceptions to the enclosed documents must be submitted in writing no later than 4:00 PM Wednesday, April 25. This is in conflict with RFP p. 44 which states "All exceptions, clarifications, and modifications must be specifically identified and explained in a clearly identified section of the proposal. Which is correct?	Michael Baker RFP Cover Letter	Michael Baker	7
No.	Can the incremental cost of increased limits from \$5 to \$10M be included as out-of-pocket expenses as part of the consultants proposal?	Exhibit 1_ Professional Services Agreement	NAIK Group	6
Yes. However, NJ TRANSIT will review on a case-by-case basis each request individually. Proposers shall specifically identify the specific exceptions as detailed in Addendum No. 4, Item 3.b.	e NJT accept the \$10M coverage via increasing the lla for the General Liability Coverage?	Exhibit 1_ Professional Services Agreement	NAIK Group	σ .
This regulation will be required when it is effective.	The FRA intends to re-issue its new regulation 49 CFR 270: System Safety Program, which will require NJ TRANSIT to have a System Safety Certification program for its new starts and major rehabilitation, such as the Long Slip project, as does the FTA. Is the Long Slip project required to be System Safety Certified to meet FRA/FTA and potentially the requirements of a PMOC? Has NJ TRANSIT completed a System Safety Certification process on the Long Slip design? Is this a service that NJ TRANSIT would require as part of the construction oversight process? Please confirm that professional liability is as stated at	General Exhibit 1_ Professional Services	STV Inc.	ω ω
NJ TRANSIT Response	Question	RFP Section	Firm	Question

Refer to Addendum No. 4 - Item No. 2.	Task C-9 – Project Closeout, Section d. (p.39 or RFP). 2nd sentence refers to the testing and commissioning program submitted by the Construction Manager to meet Task C-9 – Project the requirements of Task C3 Section c. This appears to be an Closeout, Section incorrect reference; should it read Task C2? d. (p.39 or RFP).	Task C-9 – Project Closeout, Section Michael Baker d. (p.39 or RFP).	Michael Bake	10
Refer to Addendum No. 4 - Item No. 2.	Task C-2 – Inspection/Testing (p. 31 of RFP), 3rd paragraph. Construction Manager shall keep an updated log regarding non-compliant work on site; this log shall conform to procedures outlined in Section II, C-2: TASK P3 – Management Procedures and Document Control. There does not appear to be a Task P3 in this RFP; is this a correct reference?	Task C-2 – Inspection/Testin g (p. 31 of RFP), Michael Baker 3rd paragraph.	Michael Bake	9
60% is the correct number for the Proposal.	Section II Project Background and Description, subpart F Responsibilities Overview Question: Item a, Constructability and staging reviews of Construction Contract GC.02 is required at 60%, 90% and 100% design (p.16 of RFP); on page 23, Constructability Review for Contract GC.02, paragraph b. indicates reviews at 90% and 100% design status. Which is correct?	RFP Section II Project Background and Description		∞
NJ TRANSIT Response	Question	RFP Section	Firm	Question

Question	Firm	RFP Section	Question	NJ TRANSIT Response
11	Task C-10	Task C-10 – As Directed	Task C-10 – As Directed Are paragraphs a, b and c three separate items, i.e. should the cost proposal include 2000 man-hours for technical staff (paragraph a), plus \$300,000 for miscellaneous surveying, testing and monitoring (paragraph b), plus an additional \$300,000 for surveying (paragraph c)?	This is correct, there are three (3) separate items.
12	Exhibit 1	Exhibit 1_ Professional Services Agreement	Yes. However, NJ TRANSIT will review on a case-by-case basis each request individually. Proposers shall specifically identify the specific exceptions as detailed in Addendum No. 4, Item 3.b.	Yes. However, NJ TRANSIT will review on a case-by-case basis each request individually. Proposers shall specifically identify the specific exceptions as detailed in Addendum No. 4, Item 3.b.
13	Exhibit 1_Professiona Hill Services International Agreement	Exhibit 1_ Professional Services Agreement	Will NJ TRANSIT allow exceptions to Article 12 - Insurance for Liability Insurance and Hazardous Waste Haulers Insurance and Federal Employers Liability Act?	Based on the scope of work performed by the Consultant or Subconsultant, NJ TRANSIT will review on a case-by-case basis each request individually and determine if the coverage is required. Proposers shall specifically identify the specific exceptions as detailed in Addendum No. 4, Item 3.b.
14	Exhibit 1_ Professiona Hill Services International Agreement	Exhibit 1_ Professional Services Agreement	Will NJ TRANSIT allow exceptions to Article 11 -	No.