

**NEW JERSEY TRANSIT
CHANGE ORDER FORM**

**NEW JERSEY TRANSIT CORPORATION
HEADQUARTERS**

Work Authorization No: 3 Revision No.: 0 Effective Date: May 27, 2021

Contract No: 14-033C Purchase Order No: 200028206

Contractor: RSM US, LLP
333 Thornall Street, 6th Floor
Edison, New Jersey 08837
Attention: Mr. Shawn Dahl

NJ TRANSIT hereby incorporates Work Authorization No. 3 entitled "Long Slip Fill and Rail Enhancement Project – Phase A – Design Contract" into NJ TRANSIT's Contract No. 14-033C as follows:

Section 1: Scope of Work

Work Authorization No. 3 is issued to RSM US, LLP to provide Integrity Oversight Monitoring Services for the Long Slip Fill and Rail Enhancement Project – Phase A – Design Contract in accordance with NJ TRANSIT Contract No. 14-033C Exhibit A, Project Services, and the attached Scope of Work, Attachment A to this Work Authorization.

Section 2: Cost Information

RSM US, LLP total costs and fees for Work Authorization No. 3 shall be in accordance with the schedule of rates set forth in NJ TRANSIT Contract No. 14-033C Exhibit B, Cost Information, and the Attachment B, Cost Proposal for the Fraud Risk Assessment dated February 7, 2021 to this Work Authorization No. 3. The total cost for Work Authorization No. 3 is an amount not to exceed \$148,105.

All invoices billed shall include actual hours and contract rates for personnel working under this Work Authorization.

Section 3: Schedule

The Scope of Work to be performed under Work Authorization No. 3 shall be completed by November 1, 2025.

Section 4: Disadvantaged Business Enterprise Requirements

RSM US, LLP Disadvantaged Business Enterprise Utilization Plan for Work Authorization No. 3 shall be in accordance with the Disadvantaged Business Enterprise Requirements for Race-Conscious Federal Procurement Activities of Contract No. 14-033C. RSM US, LLP has identified a 33.95% DBE participation for this Work Authorization No. 3 as detailed in Exhibit C attached hereto.

Total Value of Work Authorization No. 3\$148,105

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WORK AUTHORIZATION NO. 3 SUMMARY

Initial Work Authorization Amount:\$0.00
Modifications to Date:\$0.00
Value of this Work Authorization Modification:\$148,105.00
Present Total Amount of this Work Authorization:.....\$148,105.00

SUMMARY OF WORK AUTHORIZATIONS ISSUED TO DATE

Work Authorization No. 1 – IOM Services for the Hoboken Yard Signal Power Repair and the Hoboken Boiler and Terminal Repair (Hoboken) Projects	\$ 305,638.00
Work Authorization No. 1 Revision 1 - Hoboken Yard Wayside Power Repair Project and Hoboken Yard Signal Power Repair Projects: CM Services, Design Phase and Construction Phase	\$ 451,575.00
Work Authorization No. 2 - MMC/ROC	\$ 166,620.00
Work Authorization No. 2 Revision 1 - MMC/ROC	\$ 12,399.31
Work Authorization No. 3 - Integrity Oversight Monitoring Services for the Long Slip Fill & Rail Enhancement Project – Phase A – Design Contract	\$ 148,105.00
Total of All Work Authorizations Issued to Date:	\$1,084,337.31

NJ TRANSIT CONTRACT NO. 14-033C CONTRACT SUMMARY

Original Contract Amount:.....\$0.00
Total of All Work Authorizations Issued to Date:\$936,232.31
Amount of this Modification:\$148,105.00
Present Total Contract Amount:\$1,084,337.31

**NEW JERSEY TRANSIT
CHANGE ORDER FORM**

**NEW JERSEY TRANSIT CORPORATION
HEADQUARTERS**

Work Authorization No: 3 Revision No.: 0 Effective Date: May 27, 2021

Contract No: 14-033C Purchase Order No: 200028206

Contractor: RSM US, LLP
333 Thornall Street, 6th Floor
Edison, New Jersey 08837
Attention: Mr. Shawn Dahl

CONTRACTOR



President or Duly Authorized Designee

NJ TRANSIT



Contracting Officer or Duly Authorized Designee

**NJ TRANSIT Contract No. 14-033C
Integrity Oversight Monitoring Services
Work Authorization No. 3
Integrity Oversight Monitoring Services for the Long Slip Fill & Rail
Enhancement Project – Phase A – Design Contract**

Attachment A – Scope of Work

NJ TRANSIT Contact No. 14-033
Integrity Oversight Monitoring Services
Work Authorization Assignment Request for
Superstorm Sandy Integrity Oversight Monitoring Services
for the Long Slip Fill and Rail Enhancement Project

A. GENERAL INFORMATION:

On March 27, 2013, P.L. 2013, Chapter 37 (N.J.S.A. § 52:15D-1, et seq.), the Integrity Oversight Monitor Act (the Act) was enacted for the purpose of authorizing the use of Integrity Oversight Monitors (IOMs) for recovery and rebuilding contracts resulting from Superstorm Sandy and subsequent major storms in New Jersey. The Act authorizes the State Treasurer to require integrity oversight monitor services on any State or non-State federally funded recovery and rebuilding contract of \$5 million or more.

The NJ TRANSIT (“NJT”) Superstorm Sandy Recovery and Resilience Program (“Program”), funded in part by the FTA, has been established to implement recovery and rebuilding and locally-prioritized resiliency projects based on damage assessments resulting from Superstorm Sandy in October 2012. The projects to be constructed vary in type, scope and location, but are principally in, or are to be in, northern and central New Jersey.

The services of the Integrity Oversight Monitors (“IOMs”) shall generally consist of performing integrity oversight monitoring services to prevent and/or detect fraud, waste and abuse pursuant to NJT Contract No. 14-033 (the “Contract”). The IOMs will monitor construction, repair and resiliency contracts funded by the FTA or other federal agencies in excess of \$5 Million in accordance with the scopes of work prescribed by NJT Internal Audit Department (IAD) in consultation with the NJT Accountability Officer under Executive Order 125 and the New Jersey Department of the Treasury.

B. PROJECT DESCRIPTION

The IOM firm selected for this Work Authorization shall provide integrity oversight monitoring services in connection with **Long Slip Fill (Phase I) and Rail Enhancement Project (Phase II). The two phases comprise the “Long Slip” project.**

The scopes, budgets and milestones for the **Long Slip** Project are provided in Attachment 1.

This Work Authorization will be divided into four (4) distinct phases as described in Attachment 1:

IOM Work Authorization Phase A.	IOM Services for the applicable Design Contract
IOM Work Authorization Phase B.	IOM Services for the Long Slip Fill Construction Contract. (GC-01)
IOM Work Authorization Phase C.	IOM Services for the Long Slip Enhancement Construction Contract. (GC-02)
IOM Work Authorization Phase D.	IOM Services for the applicable Construction Management Services Contract.

Costs associated with each Phase will be negotiated and authorized independently to the IOM Firm determined to be the highest ranked firm. A fixed, not-to exceed cost will be established for each Phase. NJ TRANSIT reserves the right to award each phase to one (1) or more IOM Firms or the four (4) phases to one (1) IOM Firm.

NJ TRANSIT reserves the right to delete or modify any task or phase from the Scope of Services at any time during the course of the Work Authorization Request.

C. SCOPE OF WORK:

Tasks and services to be performed by the selected IOM at minimum include:

Task A – Monitoring Contractor/Vendor Compliance with Applicable Laws and Contract Requirements

1. Monitoring the Contractors, subcontractors, Consultants and subconsultants to ensure their compliance with applicable laws, regulations, codes, programs and contractual requirements.
2. Satisfying applicable FTA Federal Procurement Requirements and FTA Federal Register Notice Requirements for Oversight Monitoring Federal Register May 29, 2013 pages 32301- 32302, State of New Jersey Department of the Treasury Requirements under N.J.S.A.52:15D-2 and providing necessary investigative services as required by NJT Internal Audit Department.

Task B – Developing and Implementing Integrity Programs

1. Programs and procedures to prevent and deter fraud, corruption, conflicts of interest and illegal activity by entities doing, or seeking to do, business with NJT. Procedures shall include methods to remediate or mitigate fraud, waste, corruption and abuse.
2. Assisting with a program for facilitating the reporting of illegal and improper conduct by employees, Consultants, Contractors, customers, etc. through measures such as education and awareness, posters, leaflets, hotlines, etc.
3. Training (If Applicable) -The IOM firm shall provide fraud, waste and abuse awareness or other training as may be required by NJT.

Task C – Conducting Background Checks, Reviews of Documents and Investigations

1. Background checks of businesses, principals, officials, employees and other individuals by utilizing research of public records, databases, interviews, or other appropriate methods.
2. Review of documents, including disclosure forms, payment requests, Change Orders, invoices, certified payrolls, manifests, etc., submitted by vendors for honesty and accuracy;
3. Investigations and inquiries; including interviews, site visits, surveillances, field activities

and head counts, as well as research into public records and databases, for the prevention and detection of violations, fraudulent and/or illegal acts.

Task D – Reporting

1. Report quarterly to the State Treasurer utilizing prescribed forms as to the Project noted in Section B above under a Work Authorization in a timely manner as to activities performed in accordance with N.J.S.A.52:15D-2.
2. Report integrity monitoring activities and results periodically to NJT as required by Section D. Deliverables, below, and as may be requested by NJT.
3. Be in compliance with malfeasance and inefficiency reporting protocols developed by the State Treasurer.
4. Immediately upon making finding of a likely criminal violation or lesser degree of waste, fraud or abuse, report to New Jersey Attorney General and State Comptroller.

Task E – Preparing and Maintaining a Fraud Risk Assessment.

Provide a fraud risk assessment of the contract activities for the Project noted in Section B above including at a minimum:

- a) The identification of potential fraud, waste, abuse and/or potential criminal activity risks/ scenarios/schemes including prioritization and probability and potential impact.
 1. The IOM firm shall review all applicable design contract, construction contract(s) and construction management contract requirements and processes for susceptibility to fraud, waste, abuse and/or potential criminal activity.
- b) Specific methodology and detailed work programs/audit programs/other procedures that will be employed by the IOM firm to mitigate, minimize and/or identify fraud, waste, abuse and/or potential criminal activity for each risk/scenario/scheme identified for NJT.
- c) A detailed plan for key fraud, waste, abuse and/or potential criminal activity risks. This plan must include but not be limited to:
 - i. Prioritized fraud, waste, abuse and/or potential criminal activity risk/scenario/schemes identified in the fraud risk assessment.
 - ii. Detailed strategy for the life of the project for how each risk will be addressed.
 - iii. Deliverables for each risk.
 - iv. Level of effort (hours) needed for each risk by personnel category.
 - v. Other relevant data.
- d) Strategy and deliverables that the IOM firm will utilize to assess Consultants and Contractors compliance with DBE requirements as specified in Section F below.
- e) Specific deliverables for each work program/audit program/other procedures.

Task F – Project-wide Activities

Provide any activity that pertains to the overall conduct of IOM project initiative and may include:

1. Provide periodic project status updates to the NJT Internal Audit Department (“IAD”).
2. Attend required safety and other training as needed.
3. Preparing invoices and supporting documentation.
4. Any other project-wide activity that is directed by IAD.

Additional activities to be conducted by the IOM firm, may include, but not be limited to the following in coordination with NJT Internal Audit Department:

1. Visiting sites as to ongoing design and construction work where warranted.
2. Attending design review meetings and construction contract meetings as needed, in consultation with IAD.
3. Attending scope reviews and meetings with prospective contractors and vendors in order to ensure procurements are conducted in accordance with NJT Rules and Regulations and that a level playing field is maintained.
4. Reviewing information and activities in relation to the Long Slip Project noted in Section B above.
5. Auditing to ensure procurement compliance.
6. Taking actions to detect, investigate, prevent and remediate, waste, fraud, and abuse.
7. Making unannounced periodic headcounts of construction site workers in order to deter no-show jobs.
8. Other activities that may be defined or required by IAD.

D. DELIVERABLES

All deliverables must be in sufficient detail to allow:

1. NJT to verify and evaluate the conclusions, recommendations, plans, documentation, etc. provided.
2. NJT to assess, in its sole judgment, the quality and acceptance of deliverables provided.
3. The IOM firm, NJT or a third party to execute the detailed monitoring workplan.

The IOM firm must ensure compliance with the following:

A. Work Authorization Deliverables

At a minimum, the following deliverables will be provided to the NJT IAD Project Manager based on the approved workplan in accordance with the required timeline set forth by IAD based on the workplan. All work plans **MUST** be in the format provided in Attachment 7. Deliverables to support work will include, but not be limited to, the following:

1. Fraud Risk Mitigation Strategy and Detailed Monitoring Work Plan
2. Work papers, reports and other required documentation in the format and content required by NJT to support all work.
3. Presenting reports, findings and other results of audits, reviews, investigations and other assigned tasks, and incorporating comments provided by NJT as appropriate and resubmitting the reports as final.
4. Audits as required under the Work Authorization.
5. Other deliverables that may be defined or required.

B. Required Reports and Documents

1. Findings of potential fraud, malfeasance, or criminal activity:

Upon a finding of a likely criminal violation or lesser degree of any malfeasance, inefficiency, waste, fraud, abuse or mismanagement of funds, report written findings to the Office of the State Comptroller and the Attorney General/OSC Taskforce with a copy to NJT Auditor General **immediately** consistent with the requirements of N.J.S.A. 52:15D-2. See Attachment 2 for reporting instructions and form.

2. Weekly Status Updates

A written weekly status update will be required each Monday by noon following the prior week's work in the NJT prescribed format (to be provided upon engagement). The update will be based on a template provided by IAD which includes the following:

1. Total hours per Workplan
2. Hours by Risk Category per Workplan
3. Workpapers Provided to-date by Risk Category, Potential Fraud Risk
4. Items That Require Clarification
5. Weekly Accomplishments/Deliverables Provided
6. Risk Category/Potential Fraud Risk/Monitoring Procedures in-Progress
7. Risk Categories/Potential Fraud Risk/Monitoring Procedures Planned in the Next Two Weeks

3. Quarterly Report (Attachment 3)

On the first business day of each calendar quarter, the IOM firm shall provide to the New Jersey State Treasurer, for distribution to the New Jersey Legislature and the Governor of New Jersey, a written report detailing the IOM firm's provision of services during the three-month period second preceding the due date of the report and any previously unreported provision of services, which shall include, but not be limited to, detailed findings concerning the IOM firm's provision of services and recommendations for corrective or remedial action relative to findings of malfeasance and inefficiency. The report shall not include any information which may compromise a potential criminal investigation or prosecution or any proprietary information. The report shall include a privilege log which shall detail each denial of sensitive information that the IOM firm exercises in preparing the

report for transmission to the New Jersey Legislature and the Governor of New Jersey.

4. FTA Quarterly Report

Two weeks after the quarter ends, the IOM firm is required to provide all information as identified by NJT IAD to meet the FTA quarterly reporting requirements.

5. Time Logs

Copies (and upon request, originals) of time logs shall be maintained by the IOM and shall include information on the allocation of hours worked by the IOM and staff to the respective federally-funded programs and all other data required in order to ensure compliance with all federal requirements.

6. Requests for Information/Documents

The IOM shall submit all document and information requests to the NJT IAD via email. The email shall contain in the subject line "Document/Information Request – Project Name".

7. Close-Out Report:

In addition to other reporting requirements, prior to the expiration of the IOM Work Authorization, or on an interim basis as necessary for longer-term engagements, the IOM firm shall submit a summary report of audit findings, observations, and process recommendations and/or best practice recommendations to NJT for its review and consideration. This report shall contain findings and observations from the IOM's review of documentation, site visits, and other work that was performed during the IOM Work Authorization term. Also based on its work during the IOM Work Authorization term, the report shall contain industry best practice recommendations regarding the processes it observed. The report will be due to NJT Internal Audit three weeks after NJT IA has completed its final review and acceptance of the workpapers for the IOM WA. Due dates for interim reports will be mutually agreed upon by the parties.

E. DBE PROGRAM REQUIREMENTS FOR THE IOM FIRM

Note: NJ TRANSIT does not have a MBE, or WBE Program, and the State of New Jersey's SBE Program does not apply.

A ten percent (10%) Race Conscious DBE goal has been assigned to this project. In accordance with Article 22 and Exhibit D of NJT Contract Nos. 14-033A, 14-033B, 14-033C and 14-033D, the IOM will cooperate with NJT in meeting its commitments and goals regarding the maximum utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs shall have the maximum opportunity to compete for subconsultant work. If the ten percent (10%) DBE participation is not met on this Work Authorization; the IOM must provide a detailed explanation as to why and how the firm plans to work towards meeting this goal in addition to documented evidence of good faith effort. Technical and Cost Proposals shall specifically detail DBE participation under this Work Authorization. The Cost Proposal must also include the mandatory DBE Forms A, A-1, A-2,

B, NJUCP DBE Certification, Form D (if applicable) and Trucking Commitment Agreement (if applicable). If applicable, the Cost Proposals must also include the supplemental DBE forms AA, AA1, AA2 and BB).

F. SCHEDULE

The services to be provided by the IOM under this Work Authorization are scheduled to be completed by September 2023. The term of this Work Authorization is based upon the projected schedule of the Long Slip Project and may be amended at the discretion of NJT.

G. BACKGROUND CHECKS

IOM firm personnel assigned to this Work Authorization must provide documented evidence that they have had appropriate background checks or agree to obtain a background check prior to commencing the Work Authorization.

H. CONFLICT OF INTEREST

Integrity Oversight Monitors shall not be a firm or an affiliate thereof involved in Superstorm Sandy Program Management or in the design, preparation or delivery of Superstorm Sandy Recovery and Resiliency contracts, task orders, projects, services and programs or have any other potential or actual conflict as determined by NJT.

The vendors/contractors for the Long Slip Project which this Work Authorization applies are as follows:

Vendor	Contact
Project Manager:	NJ TRANSIT
Environmental:	BEM Environmental Services
Designer:	AECOM
Contractor GC-01:	TBD
Contractor GC-02:	TBD
Construction Manager	STV, Inc.

Upon submission of its proposal, the IOM shall provide the following information to NJT:

(1) Any anticipated or potential or suspected or actual conflicts that it may incur during the projected course of a Work Authorization are identified;

(2) Any anticipated or potential or suspected or actual conflicts with the vendors listed above;

(3) The IOM shall identify any projects, past or present, it has performed for NJ TRANSIT including the project, dates of the project, the contract number, the project supervisor, and a brief description of the scope of work.

(4) Certification (See Attachment 8) by the IOM that neither it nor any of its affiliates or subsidiaries or sub-consultants are involved in Superstorm Sandy Program Management or in the design, preparation or delivery of Superstorm Sandy Recovery and Resiliency contracts, task orders, projects, services and programs or any other involvement or activities to NJ TRANSIT or third-parties that could create a direct or indirect conflict with providing IOM services to NJT under its current IOM agreement either directly or as a member of a joint venture, partnership, or as a sub-consultants or subcontractor of any tier, attached to this Work Authorization Request.

Upon submission of its proposal, the IOM shall also ensure the following information is provided to NJT by its sub-consultants:

- (1) Any anticipated or potential or suspected or actual conflicts that it may incur during the projected course of a Work Authorization are identified;
- (2) Any anticipated or potential or suspected or actual conflicts with the vendors listed above;
- (3) Any projects, past or present, it has performed for NJ TRANSIT, including the project, dates of the project, the contract number, the project supervisor, and a brief description of the scope of work;
- (4) Certification (See Attachment 8) that the sub-consultant is not involved in Superstorm Sandy Program Management or in the design, preparation or delivery of Superstorm Sandy Recovery and Resiliency contracts, task orders, projects, services and programs or any other involvement or activities to NJ TRANSIT or third-parties that could create a direct or indirect conflict with providing IOM services to NJ TRANSIT, either directly or as a member of a joint venture, partnership, or as a sub-consultant or subcontractor of any tier, attached to this Work Authorization Request.

Throughout the term of the Work Authorization, should the IOM, or its affiliates, or subsidiaries, or sub-consultants respond to a procurement or enter into a joint venture, partnership or subcontract relationship of any tier to provide any services, such as construction management, architectural and engineering, design, project management, or other related services, the IOM must notify NJ TRANSIT immediately. The IOM also is required to consult with NJ TRANSIT where there is concern on the part of the IOM or its sub-consultant that a conflict may exist.

NJ TRANSIT will determine whether the IOM or its sub-consultant has a conflict on a case by case basis. NJ TRANSIT has the sole discretion to determine whether a conflict or potential conflict is found to have arisen by such action on the part of the IOM or its affiliates, subsidiaries, or sub-consultants. NJ TRANSIT's determination regarding any question(s) of conflict of interest shall be final. Additionally, NJ TRANSIT may take all appropriate action as it deems necessary in accordance with the terms and conditions of the Contract.

The IOM and sub-consultant personnel who are assigned to this Work Authorization will be required to maintain in confidence all information disclosed and made available by NJ TRANSIT in association with the Work Authorization. IOM Firms will be required to execute a "Confidentiality and No Conflict of Interest Certification" prior to commencing the Work Authorization.

I. CONFLICT OF INTEREST WITH FUTURE CONTRACTORS & SUB-CONTRACTORS

Vendors/contractors for the Long Slip Projects, to which the Work Authorization applies, may not be known at the time a Work Authorization is issued to the IOM. Once the vendor/contractor(s) has been identified, the IOM shall provide NJ TRANSIT with any anticipated or potential or suspected or actual conflicts that the IOM or its sub-consultant may incur during the projected course of a Work Authorization. Please refer to the chart above for the list of known and unknown vendors.

Existence of conflicts will be determined on a case-by-case basis by NJ TRANSIT. At the time that the vendor/contractor has been identified by NJ TRANSIT, and an apparent conflict of interest exists, NJ TRANSIT will discuss the matter and take any appropriate action, which may include reassignment of the Work Authorization.

J. PROPOSAL CONTENT

One (1) original and seven (7) copies of your technical proposal and one (1) original three (3) copies of your cost proposal are to be submitted no later than **2:00 p.m. on Friday, September 13, 2019** and addressed as follows:

Ms. Taishida S. Chapman
Managing Contract Specialist
NJ TRANSIT
Procurement Department
One Penn Plaza East, 6th Floor
Newark, New Jersey 07105
Re: 14-033 IOM Services for the Long Slip Project

IOM Firms are also requested to submit an electronic copy of the technical & cost proposal no later than 4:00 p.m. on Friday, September 13, 2019 to Ms. Taishida Chapman at tchapman@njtransit.com.

In order to discuss the project and to address questions, NJ TRANSIT will hold a Pre-Proposal Conference on **Thursday, August 14, 2019 at 2:00 p.m.** at NJ TRANSIT Headquarters located at Two Penn Plaza East, Newark, New Jersey 07105.

Questions or requests for clarification regarding the Assignment Request are to be submitted in writing no later than **4:00 p.m. on Thursday, August 21, 2019** and are to be submitted Ms. Taishida Chapman at tchapman@njtransit.com. Questions are to be submitted using the attached template (Attachment 4). The compilation of all questions and answers will be sent to the group prior to the Work Authorization Request response due date. Communications regarding this Work Authorization Request are to be conducted through NJ TRANSIT's Procurement Department. All other contacts are considered improper and are prohibited.

If the IOM is unable to submit a proposal because of a conflict of interest or scheduling, the IOM must provide notice to NJ TRANSIT within **five (5)** calendar days of the receipt of the Work Authorization Request.

The IOM's technical proposal must contain the following elements:

Technical Proposals shall follow the format outlined below.

1. **COVER LETTER:** The cover letter shall summarize key points of the proposal and include any introductory or explanatory remarks. The cover letter should convey an understanding of the overall contract objectives and the work required of the Consultant.
2. **QUALIFICATION OF INDIVIDUALS:** This section shall contain resumes of the key persons proposed to work on this project. Resumes shall cite formal education, professional licenses and certifications, entire work history, and training in industry skills. Specific skills and any other relevant experiences should be highlighted.

3. **QUALIFICATION OF FIRM(S) AND RELATED EXPERIENCE:** This section shall contain information about the project organizational structure of the team and the personnel required for the project. The availability of professional and technical staff for this project should be shown. Also show anticipated workload for the duration of this project taking into account resources involved with existing proposals and active projects.
4. **TEAM ORGANIZATION/RESOURCE ALLOCATION:** This section shall address the proposed management structure, manpower allocation, and assigned individuals for performing the Detailed Monitoring Work Plan.

The Consultant will identify disadvantaged owned business enterprises (DBEs) that will or may act as sub-consultants in accordance with NJ TRANSIT's established goals.

The Consultant shall certify that the listed 'key personnel' will be employed by the consultant and will be assigned to the project in the manner prescribed. The 'key personnel' identified by the consultant shall not be removed from the contract without written approval from NJ TRANSIT. Therefore, if a 'key personnel' member leaves the firm, NJ TRANSIT must be notified in writing within five (5) business days of their termination/separation.

The following information shall also be included in this section:

Team Organization and Staffing Chart showing the reporting and contractual relationships of all firms included in the proposal as well as the organization of key personnel by name, title and reporting relationship.

Detailed Monitoring Work Plan showing the number of person-hours proposed for each Task. This section shall include the detailed approach and methodology (work plan) for accomplishing the tasks detailed the scope of work. All work plans MUST be in the format provided in Attachment 7.

5. **TECHNICAL SECTION:** This section shall contain the work plan for accomplishment of the project. The work plan shall address all tasks described in this Work Authorization Request. Additional narrative on the services to be performed, which can be used to evaluate the Proposer's understanding of the objectives and overall purpose of the project, is encouraged. This section shall carefully reflect all tasks described in Section C above.
6. **DBE PROGRAM REQUIREMENTS FOR THE IOM FIRM:** The IOM Firm shall identify DBEs that will or may act as sub-consultants in accordance with NJ TRANSIT's established DBE goals.

This section shall also describe, in sufficient detail, how the IOM firm will meet its DBE requirements as prescribed in the Contract and the controls that are in place within the IOM firm to ensure compliance. DBE participation is to be highlighted and total DBE participation provided as a percentage only.

7. **SCHEDULE:** A schedule that shall identify the performance milestones and associated deliverable items to be submitted as evidence of completion of each task and/or sub-task.
8. **QUALITY ASSURANCE PLAN (QAP):** This section shall contain a summary of the Consultant's QAP outlining the process which will be followed for checking, reviewing and approving of the Consultant's work product to ensure it is consistent with NJ TRANSIT and New Jersey Department of the Treasury expectations, requirements and standards. Typical titles of responsible individuals shall be identified along with descriptions of experience and other qualifications required for these positions. A complete QAP is not required; however Consultant shall provide sufficient detail of its quality assurance program in order to permit a clear understanding.
9. **CONFLICTS:** In accordance with Section I above, an IOM firm and its sub-consultants shall provide the information identified above in Section I entitled "Conflict of Interest" and complete the Certification, attached hereto as Attachment 8.

The IOM's cost proposal must contain the following elements:

- A. Cost proposals shall be submitted in a separate, sealed envelope.
- B. Cost proposals are to be presented in a person-hour allocation format by firm, task and personnel classification for each Phase of the Work Authorization utilizing the Cost Proposal format provided in Attachment 5.

IOM Work Authorization Phase A.	IOM Services for the applicable Design Contract
IOM Work Authorization Phase B.	IOM Services for the Long Slip Fill Construction Contract. (GC-01)
IOM Work Authorization Phase C.	IOM Services for the Long Slip Enhancement Construction Contract. (GC-02)
IOM Work Authorization Phase D.	IOM Services for the applicable Construction Management Services Contract.

- C. NJ TRANSIT will only pay for straight time labor at the fully loaded rate with no overtime or night differential, i.e., NJ TRANSIT will not pay for travel, meals, lodging, commutation, overhead, profit, administration, or other expenses except as otherwise specifically provided below. Any other necessary expenses on a project basis will be at the sole discretion of NJ TRANSIT and all decisions are final. Rates shall be fully loaded and apply per job title.

There is an allowance established for reimbursement of reasonable, documented costs incurred in order to relocate staff members and managers to New Jersey where their primary residences are ninety (90) or more miles from the City of Newark, New

Jersey documented by computer mapping calculations. In such instances only costs of initial travel and move of personal property to New Jersey will be reimbursed and only where approved in writing by NJT IAD prior to move or travel occurring. No travel back and forth to primary residence during work assignment will be reimbursable; however, reasonable documented costs of transportation of assigned personnel and move of personal property will be paid upon conclusion of Work Authorizations to which staff member or manager has been assigned. Travel in relation to assigned duties shall not be reimbursable. All reimbursable travel expenses shall be in accordance with the Travel & Business Reimbursement Guidelines.

As to Subject Matter Experts (SMEs), only costs of travel and stays in hotel as well as breakfast and dinner will be reimbursable where SME attendance is required in New Jersey and has been previously approved in writing by NJT IAD for periods of 30 or fewer consecutive days. Travel in relation to assigned duties shall not be reimbursable. Stays of SMEs for more than thirty (30) days will be reimbursed for reasonable, documented relocation costs as provided above as it applies to staff members and managers. All reimbursable travel expenses shall be in accordance with the Travel & Business Reimbursement Guidelines.

- D. The Cost Proposal must also include the mandatory attached DBE Forms A, A-1, A-2, B, NJUCP DBE Certification, Form D (if applicable) and Trucking Commitment Agreement (if applicable) as detailed in Section E above. If applicable, the Cost Proposals must also include the supplemental DBE forms AA, AA1, AA2 and BB. (Attachment 6). If the ten percent (10%) DBE participation is not met on this Work Authorization; please provide a detailed explanation as to why and how the firm plans to work towards meeting this goal in addition to documented evidence of good faith effort.

K. SELECTION PROCESS

NJ TRANSIT will review the proposals and select the IOM whose proposal is most advantageous, price and other factors considered.

Oral Presentations may be required at the discretion of NJ TRANSIT. Oral Presentations, if necessary, will provide an opportunity for the firms/teams to clarify or elaborate on its written technical proposal. The Technical Evaluation Committee (TEC) will conduct the Oral Presentations. The TEC will use the Oral Presentations to confirm and/or reassess its understanding of the written technical proposals, and incorporate that information into its evaluation by revising the written technical evaluation scores accordingly. NJ TRANSIT reserves the right to assess and reassess its understanding of proposals and revise the rating and ranking of such proposals at any time prior to selection.

NJ TRANSIT will enter into negotiations with the top ranked proposer to reach an agreement on the scope of services and the fair and reasonable compensation to be paid by NJ TRANSIT. If in the opinion of NJ TRANSIT a satisfactory agreement cannot be negotiated with the top ranked proposer, NJ TRANSIT will end negotiations and initiate negotiations with the second most qualified firm. NJ TRANSIT considers all aspects of a consultant's proposal negotiable.

NJ TRANSIT will then issue a Work Authorization with a "not to exceed" clause to the engaged firm and begin the issuance of the assignment. A firm may submit pricing lower

than its original proposal price for a specific project. Any change in the scope and/or fee must have the prior written consent of NJ TRANSIT's authorized representative.

Contract award is subject to the availability of federal funding. The level and amount of work to be awarded to the Integrity Oversight Integrity Monitor is not guaranteed.

L. ADMINISTRATION OF THE CONSULTANT – STANDARD PROJECT INITIATION

Consultant activities will be managed by NJ TRANSIT's Internal Audit Department (NJT IAD) in consultation with the New Jersey Department of the Treasury, NJ TRANSIT Accountability Officer and NJ TRANSIT's authorized Procurement representative with responsibility for initiating all contractual work and the administration of and resolution of all Work Authorization items.

A. Work Authorization

Work Authorizations executed between the IOM's authorized representative and NJ TRANSIT's authorized Procurement representative is required prior to any services being provided by the Consultant. The parties agree that the signing of a Work Authorization shall be necessary to commit NJ TRANSIT to compensate the IOM for accepted work referenced therein and to commit the IOM to perform the work according to its written description, for an amount not to exceed the fee provided in the Work Authorization. Any change in the scope and/or fee must have the prior written consent of NJ TRANSIT's authorized Procurement representative. A separate Work Authorization shall be required for each assignment of the IOM.

Work Authorizations are intended to provide oversight monitoring of specific contracts from conception where practicable under the circumstances. An assigned IOM is to have its staff familiarize itself with the proposed contract scope and schedule and get to know the project management and design staff. The IOM is to become familiar with the contract to which it is assigned prior to the commencement of work. Contracts can be varied in scope and length of time. Some contracts will involve force account work and contract work at the same time and sometimes sequentially. Before actual construction work begins, IOM staff time will not be at full level. Similarly, as a contract nears completion and closeout, IOM involvement will similarly lessen. The subject matter experts to be supplied by IOM will differ from assignment to assignment and possibly during the course of a contract where nature and scope of work may vary from phase to phase.

B. Acceptance

(1) Any items which the Consultant must deliver to NJ TRANSIT as noted in a Work Authorization shall be delivered to the NJT IAD. NJT IAD will review the deliverables and shall have the right, in its sole judgment, to refuse the acceptance of any items if they do not meet the Standards of Performance established by NJ TRANSIT. Such review does not relieve the Consultant of its liability for errors and omissions.

(2) Any items which the Consultant must deliver to New Jersey Department of the Treasury as noted in a Work Authorization and/or the reporting requirements shall be delivered to the New Jersey Department of the Treasury. New Jersey Department of the Treasury will review the deliverables and shall have the right, in its sole judgment, to refuse the acceptance of any items if they do not meet the performance standards set

forth in NJ Transit Contract Nos. 14-033A, 14-033B, 14-033C and 14-033D. Such review does not relieve the Consultant of its liability for errors and omissions.

(3) If the services or any deliverables are not accepted, NJ TRANSIT has the option of terminating the Agreement, or terminating the associated Work Authorization.

(4) NJ TRANSIT and New Jersey Department of the Treasury reserve the right to seek reimbursement of all costs, expenses or damages incurred, because of any act, error or omission, neglect or negligence, or misconduct of said Consultant or its sub-consultants in the performance of the work outlined in this Agreement. In such an event, NJ TRANSIT may withhold payment pending resolution of disputed claim not to exceed the amount due under the item of dispute, but without limitation to the amount NJ TRANSIT or Treasury may seek or claim to the extent allowed by law or equity. NJ TRANSIT shall not be obligated to make any payment for work that is unsatisfactory or does not comply with the terms of this Agreement. Furthermore, the Consultant shall not receive additional compensation for the cost of redoing, correcting or otherwise revising work by reason of any act, error or omission, neglect or negligence, or misconduct of said Consultant or its sub-consultants in the performance of the work outlined in this Agreement.

C. Responsibilities

(1) NJ TRANSIT Responsibilities

NJ TRANSIT is responsible for managing and accepting the IOM's work and deliverables as well as approving its invoices.

(2) Integrity Oversight Monitor Responsibilities

IOMs are responsible for executing the work in an effective and efficient manner and to meet all requirements of the Contract including the reporting requirements as noted in Section IV. In addition, the IOM is required to provide all work directly to NJ TRANSIT Internal Audit. Any other interactions with NJ TRANSIT personnel including the execution of the contract work must be coordinated through the NJ TRANSIT Internal Audit Department with the exception of communications with the Office of Civil Rights/Business Development regarding the IOM firm's DBE program requirements.

M. ADMINISTRATION OF THE CONSULTANT - CONSULTANT TEAM CHANGES

Where the Consultant finds it necessary or prudent to vary the composition of its resources, the Consultant shall be required to submit for NJ TRANSIT and the New Jersey Department of the Treasury, as the case may be, a request for approval in advance with such information and justifications as are necessary to support the restructuring of the team. In making such changes, the Consultant must remain cognizant of all DBE participation requirements and goals as specified in the contract documents. For resources that are added, NJ TRANSIT will require a description of the resources' credentials and background. In addition, NJ TRANSIT may require an interview of the personnel.

NJT IAD and New Jersey Department of the Treasury shall have the right to pre-approve staffing and removal of particular staff members at its discretion.

If the Prime Consultant will be adding, removing and/or replacing a DBE subconsultant firm/employee on its team, it must be in accordance with Articles 4.2, 4.3 and 4.4 of NJ TRANSIT's DBE Requirements.

N. ADMINISTRATION OF THE CONSULTANT - COMPENSATION

Payment for services to be rendered under this contract shall be on an hourly fee basis with a maximum not-to-exceed cost established for each individual Work Authorization authorized in accordance with the procedures described herein, and subject to the terms and conditions established for the overall contract. Payments of invoices will be made within thirty (30) days of approval by NJ TRANSIT Auditor General or his designee. No charges for work directed by unauthorized NJ TRANSIT or New Jersey Department of the Treasury personnel shall be binding upon NJ TRANSIT, and any work performed pursuant to such authorization shall be entirely at the risk of the Consultant. Additionally, no compensation will be allowed for the revision of work which has been rejected as failing to satisfy the requirements of a specific Work Authorization. The Consultant shall use a standard invoice form detailing the particular tasks, deliverables completed, particular work completed, hours expended by personnel, cost basis and total cost, and other detailed information that may be required by NJ TRANSIT. The Consultant shall submit all itemized bills separately for each Work Authorization. Each invoice may be reviewed by NJT IAD and New Jersey Department of the Treasury as well as by the Accountability Officer, the Board's Representatives and NJ TRANSIT staff.

Monthly invoices with supporting schedules of billable hours, fees and deliverables for work performed must be issued for this Work Authorization. No travel or out-of-pocket expenses will be reimbursed unless pre-approved in accordance with NJ TRANSIT Contract No. 14-033. Payment of invoices will be contingent upon successful completion, delivery and sole acceptance of aforementioned deliverables in the form and substance required by NJ TRANSIT.

In addition to the weekly report, in order to support payment, the IOM firm must include in their billing detail a daily log of activities for each person on the Work Authorization. This includes, for each person, tasks performed by deliverable, identification of the employees or subconsultants (and their respective employees) met with, summarized work performed, all meetings attended, field visitations along with the name of employee and subconsultants (and their respective employee) in attendance, and any other information to sufficiently support billing. Billing must also include, by person, hours billed for the current period and hours billed to date and expenses billed for the current period and expenses billed to date. The above provisions also apply to all sub-consultants if employed by the IOM firm.

O. OWNERSHIP OF WORK

All work product produced by the IOM in accordance with this contract and Work Authorizations are the sole property of NJ TRANSIT. Work product includes, but is not limited to: reports, documents, analyses, worksheets, work papers, cost estimates, tapes (audio or video), correspondence, computer files/media storage/programs/data, sample lists, sign-in sheets, audits, photographs, drawings, spread sheets, graphics and all other

information resulting from or obtained during the Consultant's work performed under this contract.

P. NOTICE OF EXECUTIVE ORDER 125 REQUIREMENT FOR POSTING OF WINNING PROPOSAL AND CONTRACT DOCUMENTS

Pursuant to Executive Order No. 125, signed by Governor Chris Christie on February 8, 2013, the New Jersey Office of the State Comptroller (OSC) is required to make all approved State contracts for the allocation and expenditure of federal reconstruction resources available to the public by posting such contracts on an appropriate State website. Such contracts are posted on the New Jersey Sandy Transparency website located at:

<http://nj.gov/comptroller/sandytransparency/contracts/sandy/>

The contract resulting from this Work Authorization Request is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the Work Authorization Request, the winning proposer's proposal and other related contract documents for the above contract on the Sandy Transparency website.

In submitting its proposal, a proposer may designate specific information as not subject to disclosure. However, such proposer must have a good faith legal and/ or factual basis to assert that such designated portions of its proposal (i) are proprietary and confidential financial or commercial information or trade secrets or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the winning bidder accordingly. The State will not honor any attempt by a winning proposer to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the winning proposer's assertion of confidentiality with which the State does not concur, the proposer shall be solely responsible for defending its designation.

Q. ATTACHMENTS

- Attachment 1: Long Slip Fill and Rail Enhancement Project Information
- Attachment 2: Disaster Fraud Theft Reporting Form
- Attachment 3: Quarterly Report Template
- Attachment 4: Question Submittal Template
- Attachment 5: Cost Proposal Format
- Attachment 6: DBE Forms
- Attachment 7: Detailed Monitoring Work Plan Template
- Attachment 8: Conflict of Interest Certification

**NJ TRANSIT Contact No. 14-033
Integrity Oversight Monitoring Services
Work Authorization Request:
Superstorm Sandy Integrity Oversight Monitoring Services for Long Slip Fill and Rail
Enhancement Project**

Attachment 1: Long Slip Fill and Rail Enhancement Project Information

NJ TRANSIT Contact No. 14-033
Integrity Oversight Monitoring Services
Work Authorization Request:
Superstorm Sandy Integrity Oversight Monitoring Services for Long Slip Fill and Rail Enhancement Project

Attachment 1: Long Slip Fill and Rail Enhancement Project Information

IOM Services for the Long Slip Fill and Rail Enhancement Project will be divided into four (4) distinct phases (as outlined in Section B on page 1 above):

IOM Work Authorization Phase A.	IOM Services for the applicable Design Contract
IOM Work Authorization Phase B.	IOM Services for the Long Slip Fill Construction Contract. (GC-01)
IOM Work Authorization Phase C.	IOM Services for the Long Slip Enhancement Construction Contract. (GC-02)
IOM Work Authorization Phase D.	IOM Services for the applicable Construction Management Services Contract.

Each IOM Work Authorization phase is described below in detail:

IOM Work Authorization Phase A will include the IOM Services for the applicable Design contract. The Design Contract for the Long Slip Fill and Rail Enhancement Project is described below. (NJ TRANSIT Contract No. 16-006)

The Design Contract for the overall project scope of work was advanced in three (3) distinct design phases as follows:

- Design Phase 1. Conceptual and Preliminary Design Services
- Design Phase 2. Preparation of Final Plans, Specifications, and Estimates
- Design Phase 3. Construction Assistance

As further delineated in the design contract, each Design Phase was broken down into Tasks.

Design Phase 1. Concept and Preliminary Design/Engineering (0% - 30%)

- Task 1 Update Preliminary Design
- Task 2 Update Design Criteria
- Task 3 Civil Design
- Task 4 Building and Structures
- Task 5 Cost and Schedule
- Task 6 Supplemental Survey
- Task 7 Utility Relocation Preliminary Estimate
- Task 8 Geotechnical Investigation
- Task 9 Environmental
- Task 10 As-Directed Preliminary Design
- Task 11 Value Engineering

Design Phase 2. Final Design/Engineering (30% - 100%)

- Task 1 Design Development (60% Design)

- Task 2 Final Design (90% Complete Documents)
- Task 3 Final Design (100% Complete Documents)
- Task 4 Peer Review
- Task 5 Interagency Coordination – Final Design
- Task 6 As-Directed Final Design
- Task 7 Construction Bid Package

Design Phase 3. Construction Assistance

- Task 1 Response to Questions
- Task 2 Change Order Preparation/Evaluation
- Task 3 Shop Drawing Review and Material Approvals
- Task 4 Punchlist Inspection/Development
- Task 5 Final Inspection/Project Acceptance
- Task 6 As-built Drawings
- Task 7 Design Support

IOM Work Authorization Phase B will include IOM Services for the Long Slip Fill Construction Contract (GC-01) described below. (IFB No. 18-035X)

The Long Slip Fill portion of the Project entails the expansion of the Hoboken Rail Yard by filling the Long Slip canal.

The work for this Contract generally consists of furnishing all labor, materials, equipment, tools and incidentals necessary to construct and complete the Long Slip Fill portion of the Project, including, but not limited to, the following:

- Mobilization
- Install soil erosion and sediment control measures
- Removal of contaminated soil
- Temporary Diversion Channel for Combined Sewer Overflow (CSO)
- Installation of monitoring equipment in PATH tunnels
- Sheet Pile Cofferdam
- Extension of CSO by 1400 feet
- Relocation of water main and gas main
- Canal Closure Structure
- Fill the Canal
- Placement of surcharge overburden
- Monitoring of the settlement of the overburden

IOM Work Authorization Phase C will include IOM Services for the Long Slip Rail Enhancement Construction Contract (GC-02) described below. (IFB No. TBD)

This phase of the Project entails the enhancement of the Hoboken Rail Yard by constructing, on top of the former Long Slip canal, additional approach tracks and structures including six (6) new commuter tracks with three center-island platforms and a new passenger station with rail crew accommodations.

The work for this Contract generally consists of furnishing all labor, materials, equipment, tools and incidentals necessary to construct and complete the Project, including, but not limited to, the following:

- Mobilization
- Install soil erosion and sediment control measures
- Two (2) rail interlocking
- Rail improvements from two (2) tracks extending to six (6) tracks at new station
- Bridge Modification at Grove Street
- Proposed Bridge at Marin Boulevard
- Proposed rail viaduct from Marin Boulevard to the Long Slip fill section at proposed station.
- Electrified tracks (catenary structures)
- Proposed retaining Walls
- Three (3) center island station platforms to service six (6) new tracks
- Proposed Pedestal pit(s)
- New station and crew facility building
- Construction of proposed Site Utilities (drainage, sanitary sewer, water, gas and electric) to tie into the existing system
- Utilization of existing South Service Road and construction of North Service Road.

IOM Work Authorization Phase D will include the IOM Services for the applicable Construction Management Services contract for the Long Slip Fill and Rail Enhancement Project. The Construction Management Services Contract is described below. (NJ TRANSIT Contract No. 18-003)

Construction Management Services:

Construction Management services were requested during the design phase to minimize construction issues relating to the design, bid, and build project delivery during construction.

The requirements for the Construction Manager shall include, but are not limited to, the following:

- Constructability and staging reviews of Phase 2 Construction Contract at the completion and submittal of the 90% and 100% Design documents including Plans, Specifications, and Estimate.
- 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.

- Critical Path Method (CPM) Schedule monitoring including all Construction Contractor and Force Account work.
- Creation of the CPM master schedule to include all the Construction Contractor's CPM and Force Account and utility services tasks.
- Document Control, storage and maintenance.
- Force Account and utility work Coordination.
- Analysis and processing of Construction Contractor invoices.
- Change Order administration.
- Systems commissioning, testing, start-up, training, and revenue service.
- Assistance to the Design Consultant in preparation of the project's final as-built drawings.
- Project closeout.

**NJ TRANSIT Contract No. 14-033C
Integrity Oversight Monitoring Services
Work Authorization No. 3
Integrity Oversight Monitoring Services for the Long Slip Fill & Rail
Enhancement Project – Phase A – Design Contract**

Attachment B – Cost Proposal for Fraud Risk Assessment

**NEW JERSEY TRANSIT
CHANGE ORDER FORM**

**NEW JERSEY TRANSIT CORPORATION
HEADQUARTERS**

Work Authorization No:	<u>4</u>	Revision No.:	<u>0</u>	Effective Date:	<u>May 27, 2021</u>
Contract No:	<u>14-033C</u>	Purchase Order No:	<u>200028206</u>		
Contractor:	RSM US, LLP 333 Thornall Street, 6th Floor Edison, New Jersey 08837 Attention: Mr. Shawn Dahl				

NJ TRANSIT hereby incorporates Work Authorization No. 4 entitled "Long Slip Fill and Rail Enhancement Project – Phase B - Long Slip Fill Construction contract" into NJ TRANSIT's Contract No. 14-033C as follows:

Section 1: Scope of Work

Work Authorization No. 4 is issued to RSM US, LLP to provide Integrity Oversight Monitoring Services for the Long Slip Fill and Rail Enhancement Project – Phase B - Long Slip Fill Construction contract in accordance with NJ TRANSIT Contract No. 14-033C Exhibit A, Project Services, and the attached Scope of Work, Attachment A to this Work Authorization.

Section 2: Cost Information

RSM US, LLP total costs and fees for Work Authorization No. 4 shall be in accordance with the schedule of rates set forth in NJ TRANSIT Contract No. 14-033C Exhibit B, Cost Information, and the Attachment B, Cost Proposal for the Fraud Risk Assessment dated February 7, 2020 to this Work Authorization No. 4. The total cost for Work Authorization No. 4 is an amount not to exceed \$553,980.

All invoices billed shall include actual hours and contract rates for personnel working under this Work Authorization.

Section 3: Schedule

The Scope of Work to be performed under Work Authorization No. 4 shall be completed by November 1, 2025.

Section 4: Disadvantaged Business Enterprise Requirements

RSM US, LLP Disadvantaged Business Enterprise Utilization Plan for Work Authorization No. 4 shall be in accordance with the Disadvantaged Business Enterprise Requirements for Race-Conscious Federal Procurement Activities of Contract No. 14-033C. RSM US, LLP has identified a 13.72% DBE participation for this Work Authorization No. 4 as detailed in Exhibit C attached hereto.

Total Value of Work Authorization No. 4\$553,980.00

**NEW JERSEY TRANSIT
CHANGE ORDER FORM****NEW JERSEY TRANSIT CORPORATION
HEADQUARTERS**

Work Authorization No:	<u>4</u>	Revision No.:	<u>0</u>	Effective Date:	<u>May 27, 2021</u>
Contract No:	<u>14-033C</u>	Purchase Order No:	<u>200028206</u>		
Contractor:	RSM US, LLP 333 Thornall Street, 6th Floor Edison, New Jersey 08837 Attention: Mr. Shawn Dahl				

WORK AUTHORIZATION NO. 4 SUMMARY

Initial Work Authorization Amount:.....\$0.00
Modifications to Date:\$0.00
Value of this Work Authorization Modification: \$553,980.00
Present Total Amount of this Work Authorization:..... \$553,980.00

SUMMARY OF WORK AUTHORIZATIONS ISSUED TO DATE

Work Authorization No. 1 – IOM Services for the Hoboken Yard Signal Power Repair and the Hoboken Boiler and Terminal Repair (Hoboken) Projects	\$ 305,638.00
Work Authorization No. 1 Revision 1 - Hoboken Yard Wayside Power Repair Project and Hoboken Yard Signal Power Repair Projects: CM Services, Design Phase and Construction Phase	\$ 451,575.00
Work Authorization No. 2 - MMC/ROC	\$ 166,620.00
Work Authorization No. 2 Revision 1 - MMC/ROC	\$ 12,399.31
Work Authorization No. 3 - Integrity Oversight Monitoring Services for the Long Slip Fill & Rail Enhancement Project – Phase A – Design contract	\$ 148,105.00
Work Authorization No. 4 - Integrity Oversight Monitoring Services for the Long Slip Fill & Rail Enhancement Project – Phase B - Long Slip Fill Construction contract	\$ 553,980.00
Total of All Work Authorizations Issued to Date:	\$ 1,638,317.31

NJ TRANSIT CONTRACT NO. 14-033C CONTRACT SUMMARY

Original Contract Amount:.....\$0.00
Total of All Work Authorizations Issued to Date: \$1,084,337.31
Amount of this Modification:\$553,980.00
Present Total Contract Amount:\$1,638,317.31

**NEW JERSEY TRANSIT
CHANGE ORDER FORM**

**NEW JERSEY TRANSIT CORPORATION
HEADQUARTERS**

Work Authorization No: 4 Revision No.: 0 Effective Date: May 27, 2021

Contract No: 14-033C Purchase Order No: 200028206

Contractor: RSM US, LLP
333 Thornall Street, 6th Floor
Edison, New Jersey 08837
Attention: Mr. Shawn Dahl

CONTRACTOR



President or Duly Authorized Designee

NJ TRANSIT



Contracting Officer or Duly Authorized Designee

SIG

**NJ TRANSIT Contract No. 14-033C
Integrity Oversight Monitoring Services
Work Authorization No. 4**

**Integrity Oversight Monitoring Services for the Long Slip Fill & Rail
Enhancement Project – Phase B - Long Slip Fill Construction contract**

Attachment A – Scope of Work

NJ TRANSIT Contact No. 14-033
Integrity Oversight Monitoring Services
Work Authorization Assignment Request for
Superstorm Sandy Integrity Oversight Monitoring Services
for the Long Slip Fill and Rail Enhancement Project

A. GENERAL INFORMATION:

On March 27, 2013, P.L. 2013, Chapter 37 (N.J.S.A. § 52:15D-1, et seq.), the Integrity Oversight Monitor Act (the Act) was enacted for the purpose of authorizing the use of Integrity Oversight Monitors (IOMs) for recovery and rebuilding contracts resulting from Superstorm Sandy and subsequent major storms in New Jersey. The Act authorizes the State Treasurer to require integrity oversight monitor services on any State or non-State federally funded recovery and rebuilding contract of \$5 million or more.

The NJ TRANSIT (“NJT”) Superstorm Sandy Recovery and Resilience Program (“Program”), funded in part by the FTA, has been established to implement recovery and rebuilding and locally-prioritized resiliency projects based on damage assessments resulting from Superstorm Sandy in October 2012. The projects to be constructed vary in type, scope and location, but are principally in, or are to be in, northern and central New Jersey.

The services of the Integrity Oversight Monitors (“IOMs”) shall generally consist of performing integrity oversight monitoring services to prevent and/or detect fraud, waste and abuse pursuant to NJT Contract No. 14-033 (the “Contract”). The IOMs will monitor construction, repair and resiliency contracts funded by the FTA or other federal agencies in excess of \$5 Million in accordance with the scopes of work prescribed by NJT Internal Audit Department (IAD) in consultation with the NJT Accountability Officer under Executive Order 125 and the New Jersey Department of the Treasury.

B. PROJECT DESCRIPTION

The IOM firm selected for this Work Authorization shall provide integrity oversight monitoring services in connection with **Long Slip Fill (Phase I) and Rail Enhancement Project (Phase II)**. **The two phases comprise the “Long Slip” project.**

The scopes, budgets and milestones for the **Long Slip** Project are provided in Attachment 1.

This Work Authorization will be divided into four (4) distinct phases as described in Attachment 1:

IOM Work Authorization Phase A.	IOM Services for the applicable Design Contract
IOM Work Authorization Phase B.	IOM Services for the Long Slip Fill Construction Contract. (GC-01)
IOM Work Authorization Phase C.	IOM Services for the Long Slip Enhancement Construction Contract. (GC-02)
IOM Work Authorization Phase D.	IOM Services for the applicable Construction Management Services Contract.

Costs associated with each Phase will be negotiated and authorized independently to the IOM Firm determined to be the highest ranked firm. A fixed, not-to exceed cost will be established for each Phase. NJ TRANSIT reserves the right to award each phase to one (1) or more IOM Firms or the four (4) phases to one (1) IOM Firm.

NJ TRANSIT reserves the right to delete or modify any task or phase from the Scope of Services at any time during the course of the Work Authorization Request.

C. SCOPE OF WORK:

Tasks and services to be performed by the selected IOM at minimum include:

Task A – Monitoring Contractor/Vendor Compliance with Applicable Laws and Contract Requirements

1. Monitoring the Contractors, subcontractors, Consultants and subconsultants to ensure their compliance with applicable laws, regulations, codes, programs and contractual requirements.
2. Satisfying applicable FTA Federal Procurement Requirements and FTA Federal Register Notice Requirements for Oversight Monitoring Federal Register May 29, 2013 pages 32301- 32302, State of New Jersey Department of the Treasury Requirements under N.J.S.A.52:15D-2 and providing necessary investigative services as required by NJT Internal Audit Department.

Task B – Developing and Implementing Integrity Programs

1. Programs and procedures to prevent and deter fraud, corruption, conflicts of interest and illegal activity by entities doing, or seeking to do, business with NJT. Procedures shall include methods to remediate or mitigate fraud, waste, corruption and abuse.
2. Assisting with a program for facilitating the reporting of illegal and improper conduct by employees, Consultants, Contractors, customers, etc. through measures such as education and awareness, posters, leaflets, hotlines, etc.
3. Training (If Applicable) -The IOM firm shall provide fraud, waste and abuse awareness or other training as may be required by NJT.

Task C – Conducting Background Checks, Reviews of Documents and Investigations

1. Background checks of businesses, principals, officials, employees and other individuals by utilizing research of public records, databases, interviews, or other appropriate methods.
2. Review of documents, including disclosure forms, payment requests, Change Orders, invoices, certified payrolls, manifests, etc., submitted by vendors for honesty and accuracy;
3. Investigations and inquiries; including interviews, site visits, surveillances, field activities

and head counts, as well as research into public records and databases, for the prevention and detection of violations, fraudulent and/or illegal acts.

Task D – Reporting

1. Report quarterly to the State Treasurer utilizing prescribed forms as to the Project noted in Section B above under a Work Authorization in a timely manner as to activities performed in accordance with N.J.S.A.52:15D-2.
2. Report integrity monitoring activities and results periodically to NJT as required by Section D. Deliverables, below, and as may be requested by NJT.
3. Be in compliance with malfeasance and inefficiency reporting protocols developed by the State Treasurer.
4. Immediately upon making finding of a likely criminal violation or lesser degree of waste, fraud or abuse, report to New Jersey Attorney General and State Comptroller.

Task E – Preparing and Maintaining a Fraud Risk Assessment.

Provide a fraud risk assessment of the contract activities for the Project noted in Section B above including at a minimum:

- a) The identification of potential fraud, waste, abuse and/or potential criminal activity risks/ scenarios/schemes including prioritization and probability and potential impact.
 1. The IOM firm shall review all applicable design contract, construction contract(s) and construction management contract requirements and processes for susceptibility to fraud, waste, abuse and/or potential criminal activity.
- b) Specific methodology and detailed work programs/audit programs/other procedures that will be employed by the IOM firm to mitigate, minimize and/or identify fraud, waste, abuse and/or potential criminal activity for each risk/scenario/scheme identified for NJT.
- c) A detailed plan for key fraud, waste, abuse and/or potential criminal activity risks. This plan must include but not be limited to:
 - i. Prioritized fraud, waste, abuse and/or potential criminal activity risk/scenario/schemes identified in the fraud risk assessment.
 - ii. Detailed strategy for the life of the project for how each risk will be addressed.
 - iii. Deliverables for each risk.
 - iv. Level of effort (hours) needed for each risk by personnel category.
 - v. Other relevant data.
- d) Strategy and deliverables that the IOM firm will utilize to assess Consultants and Contractors compliance with DBE requirements as specified in Section F below.
- e) Specific deliverables for each work program/audit program/other procedures.

Task F – Project-wide Activities

Provide any activity that pertains to the overall conduct of IOM project initiative and may include:

1. Provide periodic project status updates to the NJT Internal Audit Department (“IAD”).
2. Attend required safety and other training as needed.
3. Preparing invoices and supporting documentation.
4. Any other project-wide activity that is directed by IAD.

Additional activities to be conducted by the IOM firm, may include, but not be limited to the following in coordination with NJT Internal Audit Department:

1. Visiting sites as to ongoing design and construction work where warranted.
2. Attending design review meetings and construction contract meetings as needed, in consultation with IAD.
3. Attending scope reviews and meetings with prospective contractors and vendors in order to ensure procurements are conducted in accordance with NJT Rules and Regulations and that a level playing field is maintained.
4. Reviewing information and activities in relation to the Long Slip Project noted in Section B above.
5. Auditing to ensure procurement compliance.
6. Taking actions to detect, investigate, prevent and remediate, waste, fraud, and abuse.
7. Making unannounced periodic headcounts of construction site workers in order to deter no-show jobs.
8. Other activities that may be defined or required by IAD.

D. DELIVERABLES

All deliverables must be in sufficient detail to allow:

1. NJT to verify and evaluate the conclusions, recommendations, plans, documentation, etc. provided.
2. NJT to assess, in its sole judgment, the quality and acceptance of deliverables provided.
3. The IOM firm, NJT or a third party to execute the detailed monitoring workplan.

The IOM firm must ensure compliance with the following:

A. Work Authorization Deliverables

At a minimum, the following deliverables will be provided to the NJT IAD Project Manager based on the approved workplan in accordance with the required timeline set forth by IAD based on the workplan. All work plans **MUST** be in the format provided in Attachment 7. Deliverables to support work will include, but not be limited to, the following:

1. Fraud Risk Mitigation Strategy and Detailed Monitoring Work Plan
2. Work papers, reports and other required documentation in the format and content required by NJT to support all work.
3. Presenting reports, findings and other results of audits, reviews, investigations and other assigned tasks, and incorporating comments provided by NJT as appropriate and resubmitting the reports as final.
4. Audits as required under the Work Authorization.
5. Other deliverables that may be defined or required.

B. Required Reports and Documents

1. Findings of potential fraud, malfeasance, or criminal activity:

Upon a finding of a likely criminal violation or lesser degree of any malfeasance, inefficiency, waste, fraud, abuse or mismanagement of funds, report written findings to the Office of the State Comptroller and the Attorney General/OSC Taskforce with a copy to NJT Auditor General **immediately** consistent with the requirements of N.J.S.A. 52:15D-2. See Attachment 2 for reporting instructions and form.

2. Weekly Status Updates

A written weekly status update will be required each Monday by noon following the prior week's work in the NJT prescribed format (to be provided upon engagement). The update will be based on a template provided by IAD which includes the following:

1. Total hours per Workplan
2. Hours by Risk Category per Workplan
3. Workpapers Provided to-date by Risk Category, Potential Fraud Risk
4. Items That Require Clarification
5. Weekly Accomplishments/Deliverables Provided
6. Risk Category/Potential Fraud Risk/Monitoring Procedures in-Progress
7. Risk Categories/Potential Fraud Risk/Monitoring Procedures Planned in the Next Two Weeks

3. Quarterly Report (Attachment 3)

On the first business day of each calendar quarter, the IOM firm shall provide to the New Jersey State Treasurer, for distribution to the New Jersey Legislature and the Governor of New Jersey, a written report detailing the IOM firm's provision of services during the three-month period second preceding the due date of the report and any previously unreported provision of services, which shall include, but not be limited to, detailed findings concerning the IOM firm's provision of services and recommendations for corrective or remedial action relative to findings of malfeasance and inefficiency. The report shall not include any information which may compromise a potential criminal investigation or prosecution or any proprietary information. The report shall include a privilege log which shall detail each denial of sensitive information that the IOM firm exercises in preparing the

report for transmission to the New Jersey Legislature and the Governor of New Jersey.

4. FTA Quarterly Report

Two weeks after the quarter ends, the IOM firm is required to provide all information as identified by NJT IAD to meet the FTA quarterly reporting requirements.

5. Time Logs

Copies (and upon request, originals) of time logs shall be maintained by the IOM and shall include information on the allocation of hours worked by the IOM and staff to the respective federally-funded programs and all other data required in order to ensure compliance with all federal requirements.

6. Requests for Information/Documents

The IOM shall submit all document and information requests to the NJT IAD via email. The email shall contain in the subject line "Document/Information Request – Project Name".

7. Close-Out Report:

In addition to other reporting requirements, prior to the expiration of the IOM Work Authorization, or on an interim basis as necessary for longer-term engagements, the IOM firm shall submit a summary report of audit findings, observations, and process recommendations and/or best practice recommendations to NJT for its review and consideration. This report shall contain findings and observations from the IOM's review of documentation, site visits, and other work that was performed during the IOM Work Authorization term. Also based on its work during the IOM Work Authorization term, the report shall contain industry best practice recommendations regarding the processes it observed. The report will be due to NJT Internal Audit three weeks after NJT IA has completed its final review and acceptance of the workpapers for the IOM WA. Due dates for interim reports will be mutually agreed upon by the parties.

E. DBE PROGRAM REQUIREMENTS FOR THE IOM FIRM

Note: NJ TRANSIT does not have a MBE, or WBE Program, and the State of New Jersey's SBE Program does not apply.

A ten percent (10%) Race Conscious DBE goal has been assigned to this project. In accordance with Article 22 and Exhibit D of NJT Contract Nos. 14-033A, 14-033B, 14-033C and 14-033D, the IOM will cooperate with NJT in meeting its commitments and goals regarding the maximum utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs shall have the maximum opportunity to compete for subconsultant work. If the ten percent (10%) DBE participation is not met on this Work Authorization; the IOM must provide a detailed explanation as to why and how the firm plans to work towards meeting this goal in addition to documented evidence of good faith effort. Technical and Cost Proposals shall specifically detail DBE participation under this Work Authorization. The Cost Proposal must also include the mandatory DBE Forms A, A-1, A-2,

B, NJUCP DBE Certification, Form D (if applicable) and Trucking Commitment Agreement (if applicable). If applicable, the Cost Proposals must also include the supplemental DBE forms AA, AA1, AA2 and BB).

F. SCHEDULE

The services to be provided by the IOM under this Work Authorization are scheduled to be completed by September 2023. The term of this Work Authorization is based upon the projected schedule of the Long Slip Project and may be amended at the discretion of NJT.

G. BACKGROUND CHECKS

IOM firm personnel assigned to this Work Authorization must provide documented evidence that they have had appropriate background checks or agree to obtain a background check prior to commencing the Work Authorization.

H. CONFLICT OF INTEREST

Integrity Oversight Monitors shall not be a firm or an affiliate thereof involved in Superstorm Sandy Program Management or in the design, preparation or delivery of Superstorm Sandy Recovery and Resiliency contracts, task orders, projects, services and programs or have any other potential or actual conflict as determined by NJT.

The vendors/contractors for the Long Slip Project which this Work Authorization applies are as follows:

Vendor	Contact
Project Manager:	NJ TRANSIT
Environmental:	BEM Environmental Services
Designer:	AECOM
Contractor GC-01:	TBD
Contractor GC-02:	TBD
Construction Manager	STV, Inc.

Upon submission of its proposal, the IOM shall provide the following information to NJT:

(1) Any anticipated or potential or suspected or actual conflicts that it may incur during the projected course of a Work Authorization are identified;

(2) Any anticipated or potential or suspected or actual conflicts with the vendors listed above;

(3) The IOM shall identify any projects, past or present, it has performed for NJ TRANSIT including the project, dates of the project, the contract number, the project supervisor, and a brief description of the scope of work.

(4) Certification (See Attachment 8) by the IOM that neither it nor any of its affiliates or subsidiaries or sub-consultants are involved in Superstorm Sandy Program Management or in the design, preparation or delivery of Superstorm Sandy Recovery and Resiliency contracts, task orders, projects, services and programs or any other involvement or activities to NJ TRANSIT or third-parties that could create a direct or indirect conflict with providing IOM services to NJT under its current IOM agreement either directly or as a member of a joint venture, partnership, or as a sub-consultants or subcontractor of any tier, attached to this Work Authorization Request.

Upon submission of its proposal, the IOM shall also ensure the following information is provided to NJT by its sub-consultants:

- (1) Any anticipated or potential or suspected or actual conflicts that it may incur during the projected course of a Work Authorization are identified;
- (2) Any anticipated or potential or suspected or actual conflicts with the vendors listed above;
- (3) Any projects, past or present, it has performed for NJ TRANSIT, including the project, dates of the project, the contract number, the project supervisor, and a brief description of the scope of work;
- (4) Certification (See Attachment 8) that the sub-consultant is not involved in Superstorm Sandy Program Management or in the design, preparation or delivery of Superstorm Sandy Recovery and Resiliency contracts, task orders, projects, services and programs or any other involvement or activities to NJ TRANSIT or third-parties that could create a direct or indirect conflict with providing IOM services to NJ TRANSIT, either directly or as a member of a joint venture, partnership, or as a sub-consultant or subcontractor of any tier, attached to this Work Authorization Request.

Throughout the term of the Work Authorization, should the IOM, or its affiliates, or subsidiaries, or sub-consultants respond to a procurement or enter into a joint venture, partnership or subcontract relationship of any tier to provide any services, such as construction management, architectural and engineering, design, project management, or other related services, the IOM must notify NJ TRANSIT immediately. The IOM also is required to consult with NJ TRANSIT where there is concern on the part of the IOM or its sub-consultant that a conflict may exist.

NJ TRANSIT will determine whether the IOM or its sub-consultant has a conflict on a case by case basis. NJ TRANSIT has the sole discretion to determine whether a conflict or potential conflict is found to have arisen by such action on the part of the IOM or its affiliates, subsidiaries, or sub-consultants. NJ TRANSIT's determination regarding any question(s) of conflict of interest shall be final. Additionally, NJ TRANSIT may take all appropriate action as it deems necessary in accordance with the terms and conditions of the Contract.

The IOM and sub-consultant personnel who are assigned to this Work Authorization will be required to maintain in confidence all information disclosed and made available by NJ TRANSIT in association with the Work Authorization. IOM Firms will be required to execute a "Confidentiality and No Conflict of Interest Certification" prior to commencing the Work Authorization.

I. CONFLICT OF INTEREST WITH FUTURE CONTRACTORS & SUB-CONTRACTORS

Vendors/contractors for the Long Slip Projects, to which the Work Authorization applies, may not be known at the time a Work Authorization is issued to the IOM. Once the vendor/contractor(s) has been identified, the IOM shall provide NJ TRANSIT with any anticipated or potential or suspected or actual conflicts that the IOM or its sub-consultant may incur during the projected course of a Work Authorization. Please refer to the chart above for the list of known and unknown vendors.

Existence of conflicts will be determined on a case-by-case basis by NJ TRANSIT. At the time that the vendor/contractor has been identified by NJ TRANSIT, and an apparent conflict of interest exists, NJ TRANSIT will discuss the matter and take any appropriate action, which may include reassignment of the Work Authorization.

J. PROPOSAL CONTENT

One (1) original and seven (7) copies of your technical proposal and one (1) original three (3) copies of your cost proposal are to be submitted no later than **2:00 p.m. on Friday, September 13, 2019** and addressed as follows:

Ms. Taishida S. Chapman
Managing Contract Specialist
NJ TRANSIT
Procurement Department
One Penn Plaza East, 6th Floor
Newark, New Jersey 07105
Re: 14-033 IOM Services for the Long Slip Project

IOM Firms are also requested to submit an electronic copy of the technical & cost proposal no later than 4:00 p.m. on Friday, September 13, 2019 to Ms. Taishida Chapman at tchapman@njtransit.com.

In order to discuss the project and to address questions, NJ TRANSIT will hold a Pre-Proposal Conference on **Thursday, August 14, 2019 at 2:00 p.m.** at NJ TRANSIT Headquarters located at Two Penn Plaza East, Newark, New Jersey 07105.

Questions or requests for clarification regarding the Assignment Request are to be submitted in writing no later than **4:00 p.m. on Thursday, August 21, 2019** and are to be submitted Ms. Taishida Chapman at tchapman@njtransit.com. Questions are to be submitted using the attached template (Attachment 4). The compilation of all questions and answers will be sent to the group prior to the Work Authorization Request response due date. Communications regarding this Work Authorization Request are to be conducted through NJ TRANSIT's Procurement Department. All other contacts are considered improper and are prohibited.

If the IOM is unable to submit a proposal because of a conflict of interest or scheduling, the IOM must provide notice to NJ TRANSIT within **five (5)** calendar days of the receipt of the Work Authorization Request.

The IOM's technical proposal must contain the following elements:

Technical Proposals shall follow the format outlined below.

1. **COVER LETTER:** The cover letter shall summarize key points of the proposal and include any introductory or explanatory remarks. The cover letter should convey an understanding of the overall contract objectives and the work required of the Consultant.
2. **QUALIFICATION OF INDIVIDUALS:** This section shall contain resumes of the key persons proposed to work on this project. Resumes shall cite formal education, professional licenses and certifications, entire work history, and training in industry skills. Specific skills and any other relevant experiences should be highlighted.

3. **QUALIFICATION OF FIRM(S) AND RELATED EXPERIENCE:** This section shall contain information about the project organizational structure of the team and the personnel required for the project. The availability of professional and technical staff for this project should be shown. Also show anticipated workload for the duration of this project taking into account resources involved with existing proposals and active projects.
4. **TEAM ORGANIZATION/RESOURCE ALLOCATION:** This section shall address the proposed management structure, manpower allocation, and assigned individuals for performing the Detailed Monitoring Work Plan.

The Consultant will identify disadvantaged owned business enterprises (DBEs) that will or may act as sub-consultants in accordance with NJ TRANSIT's established goals.

The Consultant shall certify that the listed 'key personnel' will be employed by the consultant and will be assigned to the project in the manner prescribed. The 'key personnel' identified by the consultant shall not be removed from the contract without written approval from NJ TRANSIT. Therefore, if a 'key personnel' member leaves the firm, NJ TRANSIT must be notified in writing within five (5) business days of their termination/separation.

The following information shall also be included in this section:

Team Organization and Staffing Chart showing the reporting and contractual relationships of all firms included in the proposal as well as the organization of key personnel by name, title and reporting relationship.

Detailed Monitoring Work Plan showing the number of person-hours proposed for each Task. This section shall include the detailed approach and methodology (work plan) for accomplishing the tasks detailed the scope of work. All work plans MUST be in the format provided in Attachment 7.

5. **TECHNICAL SECTION:** This section shall contain the work plan for accomplishment of the project. The work plan shall address all tasks described in this Work Authorization Request. Additional narrative on the services to be performed, which can be used to evaluate the Proposer's understanding of the objectives and overall purpose of the project, is encouraged. This section shall carefully reflect all tasks described in Section C above.
6. **DBE PROGRAM REQUIREMENTS FOR THE IOM FIRM:** The IOM Firm shall identify DBEs that will or may act as sub-consultants in accordance with NJ TRANSIT's established DBE goals.

This section shall also describe, in sufficient detail, how the IOM firm will meet its DBE requirements as prescribed in the Contract and the controls that are in place within the IOM firm to ensure compliance. DBE participation is to be highlighted and total DBE participation provided as a percentage only.

7. **SCHEDULE:** A schedule that shall identify the performance milestones and associated deliverable items to be submitted as evidence of completion of each task and/or sub-task.
8. **QUALITY ASSURANCE PLAN (QAP):** This section shall contain a summary of the Consultant's QAP outlining the process which will be followed for checking, reviewing and approving of the Consultant's work product to ensure it is consistent with NJ TRANSIT and New Jersey Department of the Treasury expectations, requirements and standards. Typical titles of responsible individuals shall be identified along with descriptions of experience and other qualifications required for these positions. A complete QAP is not required; however Consultant shall provide sufficient detail of its quality assurance program in order to permit a clear understanding.
9. **CONFLICTS:** In accordance with Section I above, an IOM firm and its sub-consultants shall provide the information identified above in Section I entitled "Conflict of Interest" and complete the Certification, attached hereto as Attachment 8.

The IOM's cost proposal must contain the following elements:

- A. Cost proposals shall be submitted in a separate, sealed envelope.
- B. Cost proposals are to be presented in a person-hour allocation format by firm, task and personnel classification for each Phase of the Work Authorization utilizing the Cost Proposal format provided in Attachment 5.

IOM Work Authorization Phase A.	IOM Services for the applicable Design Contract
IOM Work Authorization Phase B.	IOM Services for the Long Slip Fill Construction Contract. (GC-01)
IOM Work Authorization Phase C.	IOM Services for the Long Slip Enhancement Construction Contract. (GC-02)
IOM Work Authorization Phase D.	IOM Services for the applicable Construction Management Services Contract.

- C. NJ TRANSIT will only pay for straight time labor at the fully loaded rate with no overtime or night differential, i.e., NJ TRANSIT will not pay for travel, meals, lodging, commutation, overhead, profit, administration, or other expenses except as otherwise specifically provided below. Any other necessary expenses on a project basis will be at the sole discretion of NJ TRANSIT and all decisions are final. Rates shall be fully loaded and apply per job title.

There is an allowance established for reimbursement of reasonable, documented costs incurred in order to relocate staff members and managers to New Jersey where their primary residences are ninety (90) or more miles from the City of Newark, New

Jersey documented by computer mapping calculations. In such instances only costs of initial travel and move of personal property to New Jersey will be reimbursed and only where approved in writing by NJT IAD prior to move or travel occurring. No travel back and forth to primary residence during work assignment will be reimbursable; however, reasonable documented costs of transportation of assigned personnel and move of personal property will be paid upon conclusion of Work Authorizations to which staff member or manager has been assigned. Travel in relation to assigned duties shall not be reimbursable. All reimbursable travel expenses shall be in accordance with the Travel & Business Reimbursement Guidelines.

As to Subject Matter Experts (SMEs), only costs of travel and stays in hotel as well as breakfast and dinner will be reimbursable where SME attendance is required in New Jersey and has been previously approved in writing by NJT IAD for periods of 30 or fewer consecutive days. Travel in relation to assigned duties shall not be reimbursable. Stays of SMEs for more than thirty (30) days will be reimbursed for reasonable, documented relocation costs as provided above as it applies to staff members and managers. All reimbursable travel expenses shall be in accordance with the Travel & Business Reimbursement Guidelines.

- D. The Cost Proposal must also include the mandatory attached DBE Forms A, A-1, A-2, B, NJUCP DBE Certification, Form D (if applicable) and Trucking Commitment Agreement (if applicable) as detailed in Section E above. If applicable, the Cost Proposals must also include the supplemental DBE forms AA, AA1, AA2 and BB. (Attachment 6). If the ten percent (10%) DBE participation is not met on this Work Authorization; please provide a detailed explanation as to why and how the firm plans to work towards meeting this goal in addition to documented evidence of good faith effort.

K. SELECTION PROCESS

NJ TRANSIT will review the proposals and select the IOM whose proposal is most advantageous, price and other factors considered.

Oral Presentations may be required at the discretion of NJ TRANSIT. Oral Presentations, if necessary, will provide an opportunity for the firms/teams to clarify or elaborate on its written technical proposal. The Technical Evaluation Committee (TEC) will conduct the Oral Presentations. The TEC will use the Oral Presentations to confirm and/or reassess its understanding of the written technical proposals, and incorporate that information into its evaluation by revising the written technical evaluation scores accordingly. NJ TRANSIT reserves the right to assess and reassess its understanding of proposals and revise the rating and ranking of such proposals at any time prior to selection.

NJ TRANSIT will enter into negotiations with the top ranked proposer to reach an agreement on the scope of services and the fair and reasonable compensation to be paid by NJ TRANSIT. If in the opinion of NJ TRANSIT a satisfactory agreement cannot be negotiated with the top ranked proposer, NJ TRANSIT will end negotiations and initiate negotiations with the second most qualified firm. NJ TRANSIT considers all aspects of a consultant's proposal negotiable.

NJ TRANSIT will then issue a Work Authorization with a "not to exceed" clause to the engaged firm and begin the issuance of the assignment. A firm may submit pricing lower

than its original proposal price for a specific project. Any change in the scope and/or fee must have the prior written consent of NJ TRANSIT's authorized representative.

Contract award is subject to the availability of federal funding. The level and amount of work to be awarded to the Integrity Oversight Integrity Monitor is not guaranteed.

L. ADMINISTRATION OF THE CONSULTANT – STANDARD PROJECT INITIATION

Consultant activities will be managed by NJ TRANSIT's Internal Audit Department (NJT IAD) in consultation with the New Jersey Department of the Treasury, NJ TRANSIT Accountability Officer and NJ TRANSIT's authorized Procurement representative with responsibility for initiating all contractual work and the administration of and resolution of all Work Authorization items.

A. Work Authorization

Work Authorizations executed between the IOM's authorized representative and NJ TRANSIT's authorized Procurement representative is required prior to any services being provided by the Consultant. The parties agree that the signing of a Work Authorization shall be necessary to commit NJ TRANSIT to compensate the IOM for accepted work referenced therein and to commit the IOM to perform the work according to its written description, for an amount not to exceed the fee provided in the Work Authorization. Any change in the scope and/or fee must have the prior written consent of NJ TRANSIT's authorized Procurement representative. A separate Work Authorization shall be required for each assignment of the IOM.

Work Authorizations are intended to provide oversight monitoring of specific contracts from conception where practicable under the circumstances. An assigned IOM is to have its staff familiarize itself with the proposed contract scope and schedule and get to know the project management and design staff. The IOM is to become familiar with the contract to which it is assigned prior to the commencement of work. Contracts can be varied in scope and length of time. Some contracts will involve force account work and contract work at the same time and sometimes sequentially. Before actual construction work begins, IOM staff time will not be at full level. Similarly, as a contract nears completion and closeout, IOM involvement will similarly lessen. The subject matter experts to be supplied by IOM will differ from assignment to assignment and possibly during the course of a contract where nature and scope of work may vary from phase to phase.

B. Acceptance

(1) Any items which the Consultant must deliver to NJ TRANSIT as noted in a Work Authorization shall be delivered to the NJT IAD. NJT IAD will review the deliverables and shall have the right, in its sole judgment, to refuse the acceptance of any items if they do not meet the Standards of Performance established by NJ TRANSIT. Such review does not relieve the Consultant of its liability for errors and omissions.

(2) Any items which the Consultant must deliver to New Jersey Department of the Treasury as noted in a Work Authorization and/or the reporting requirements shall be delivered to the New Jersey Department of the Treasury. New Jersey Department of the Treasury will review the deliverables and shall have the right, in its sole judgment, to refuse the acceptance of any items if they do not meet the performance standards set

forth in NJ Transit Contract Nos. 14-033A, 14-033B, 14-033C and 14-033D. Such review does not relieve the Consultant of its liability for errors and omissions.

(3) If the services or any deliverables are not accepted, NJ TRANSIT has the option of terminating the Agreement, or terminating the associated Work Authorization.

(4) NJ TRANSIT and New Jersey Department of the Treasury reserve the right to seek reimbursement of all costs, expenses or damages incurred, because of any act, error or omission, neglect or negligence, or misconduct of said Consultant or its sub-consultants in the performance of the work outlined in this Agreement. In such an event, NJ TRANSIT may withhold payment pending resolution of disputed claim not to exceed the amount due under the item of dispute, but without limitation to the amount NJ TRANSIT or Treasury may seek or claim to the extent allowed by law or equity. NJ TRANSIT shall not be obligated to make any payment for work that is unsatisfactory or does not comply with the terms of this Agreement. Furthermore, the Consultant shall not receive additional compensation for the cost of redoing, correcting or otherwise revising work by reason of any act, error or omission, neglect or negligence, or misconduct of said Consultant or its sub-consultants in the performance of the work outlined in this Agreement.

C. Responsibilities

(1) NJ TRANSIT Responsibilities

NJ TRANSIT is responsible for managing and accepting the IOM's work and deliverables as well as approving its invoices.

(2) Integrity Oversight Monitor Responsibilities

IOMs are responsible for executing the work in an effective and efficient manner and to meet all requirements of the Contract including the reporting requirements as noted in Section IV. In addition, the IOM is required to provide all work directly to NJ TRANSIT Internal Audit. Any other interactions with NJ TRANSIT personnel including the execution of the contract work must be coordinated through the NJ TRANSIT Internal Audit Department with the exception of communications with the Office of Civil Rights/Business Development regarding the IOM firm's DBE program requirements.

M. ADMINISTRATION OF THE CONSULTANT - CONSULTANT TEAM CHANGES

Where the Consultant finds it necessary or prudent to vary the composition of its resources, the Consultant shall be required to submit for NJ TRANSIT and the New Jersey Department of the Treasury, as the case may be, a request for approval in advance with such information and justifications as are necessary to support the restructuring of the team. In making such changes, the Consultant must remain cognizant of all DBE participation requirements and goals as specified in the contract documents. For resources that are added, NJ TRANSIT will require a description of the resources' credentials and background. In addition, NJ TRANSIT may require an interview of the personnel.

NJT IAD and New Jersey Department of the Treasury shall have the right to pre-approve staffing and removal of particular staff members at its discretion.

If the Prime Consultant will be adding, removing and/or replacing a DBE subconsultant firm/employee on its team, it must be in accordance with Articles 4.2, 4.3 and 4.4 of NJ TRANSIT's DBE Requirements.

N. ADMINISTRATION OF THE CONSULTANT - COMPENSATION

Payment for services to be rendered under this contract shall be on an hourly fee basis with a maximum not-to-exceed cost established for each individual Work Authorization authorized in accordance with the procedures described herein, and subject to the terms and conditions established for the overall contract. Payments of invoices will be made within thirty (30) days of approval by NJ TRANSIT Auditor General or his designee. No charges for work directed by unauthorized NJ TRANSIT or New Jersey Department of the Treasury personnel shall be binding upon NJ TRANSIT, and any work performed pursuant to such authorization shall be entirely at the risk of the Consultant. Additionally, no compensation will be allowed for the revision of work which has been rejected as failing to satisfy the requirements of a specific Work Authorization. The Consultant shall use a standard invoice form detailing the particular tasks, deliverables completed, particular work completed, hours expended by personnel, cost basis and total cost, and other detailed information that may be required by NJ TRANSIT. The Consultant shall submit all itemized bills separately for each Work Authorization. Each invoice may be reviewed by NJT IAD and New Jersey Department of the Treasury as well as by the Accountability Officer, the Board's Representatives and NJ TRANSIT staff.

Monthly invoices with supporting schedules of billable hours, fees and deliverables for work performed must be issued for this Work Authorization. No travel or out-of-pocket expenses will be reimbursed unless pre-approved in accordance with NJ TRANSIT Contract No. 14-033. Payment of invoices will be contingent upon successful completion, delivery and sole acceptance of aforementioned deliverables in the form and substance required by NJ TRANSIT.

In addition to the weekly report, in order to support payment, the IOM firm must include in their billing detail a daily log of activities for each person on the Work Authorization. This includes, for each person, tasks performed by deliverable, identification of the employees or subconsultants (and their respective employees) met with, summarized work performed, all meetings attended, field visitations along with the name of employee and subconsultants (and their respective employee) in attendance, and any other information to sufficiently support billing. Billing must also include, by person, hours billed for the current period and hours billed to date and expenses billed for the current period and expenses billed to date. The above provisions also apply to all sub-consultants if employed by the IOM firm.

O. OWNERSHIP OF WORK

All work product produced by the IOM in accordance with this contract and Work Authorizations are the sole property of NJ TRANSIT. Work product includes, but is not limited to: reports, documents, analyses, worksheets, work papers, cost estimates, tapes (audio or video), correspondence, computer files/media storage/programs/data, sample lists, sign-in sheets, audits, photographs, drawings, spread sheets, graphics and all other

information resulting from or obtained during the Consultant's work performed under this contract.

P. NOTICE OF EXECUTIVE ORDER 125 REQUIREMENT FOR POSTING OF WINNING PROPOSAL AND CONTRACT DOCUMENTS

Pursuant to Executive Order No. 125, signed by Governor Chris Christie on February 8, 2013, the New Jersey Office of the State Comptroller (OSC) is required to make all approved State contracts for the allocation and expenditure of federal reconstruction resources available to the public by posting such contracts on an appropriate State website. Such contracts are posted on the New Jersey Sandy Transparency website located at:

<http://nj.gov/comptroller/sandytransparency/contracts/sandy/>

The contract resulting from this Work Authorization Request is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the Work Authorization Request, the winning proposer's proposal and other related contract documents for the above contract on the Sandy Transparency website.

In submitting its proposal, a proposer may designate specific information as not subject to disclosure. However, such proposer must have a good faith legal and/ or factual basis to assert that such designated portions of its proposal (i) are proprietary and confidential financial or commercial information or trade secrets or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the winning bidder accordingly. The State will not honor any attempt by a winning proposer to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the winning proposer's assertion of confidentiality with which the State does not concur, the proposer shall be solely responsible for defending its designation.

Q. ATTACHMENTS

- Attachment 1: Long Slip Fill and Rail Enhancement Project Information
- Attachment 2: Disaster Fraud Theft Reporting Form
- Attachment 3: Quarterly Report Template
- Attachment 4: Question Submittal Template
- Attachment 5: Cost Proposal Format
- Attachment 6: DBE Forms
- Attachment 7: Detailed Monitoring Work Plan Template
- Attachment 8: Conflict of Interest Certification

**NJ TRANSIT Contact No. 14-033
Integrity Oversight Monitoring Services
Work Authorization Request:
Superstorm Sandy Integrity Oversight Monitoring Services for Long Slip Fill and Rail
Enhancement Project**

Attachment 1: Long Slip Fill and Rail Enhancement Project Information

NJ TRANSIT Contact No. 14-033
Integrity Oversight Monitoring Services
Work Authorization Request:
Superstorm Sandy Integrity Oversight Monitoring Services for Long Slip Fill and Rail Enhancement Project

Attachment 1: Long Slip Fill and Rail Enhancement Project Information

IOM Services for the Long Slip Fill and Rail Enhancement Project will be divided into four (4) distinct phases (as outlined in Section B on page 1 above):

IOM Work Authorization Phase A.	IOM Services for the applicable Design Contract
IOM Work Authorization Phase B.	IOM Services for the Long Slip Fill Construction Contract. (GC-01)
IOM Work Authorization Phase C.	IOM Services for the Long Slip Enhancement Construction Contract. (GC-02)
IOM Work Authorization Phase D.	IOM Services for the applicable Construction Management Services Contract.

Each IOM Work Authorization phase is described below in detail:

IOM Work Authorization Phase A will include the IOM Services for the applicable Design contract. The Design Contract for the Long Slip Fill and Rail Enhancement Project is described below. (NJ TRANSIT Contract No. 16-006)

The Design Contract for the overall project scope of work was advanced in three (3) distinct design phases as follows:

- Design Phase 1. Conceptual and Preliminary Design Services
- Design Phase 2. Preparation of Final Plans, Specifications, and Estimates
- Design Phase 3. Construction Assistance

As further delineated in the design contract, each Design Phase was broken down into Tasks.

Design Phase 1. Concept and Preliminary Design/Engineering (0% - 30%)

- Task 1 Update Preliminary Design
- Task 2 Update Design Criteria
- Task 3 Civil Design
- Task 4 Building and Structures
- Task 5 Cost and Schedule
- Task 6 Supplemental Survey
- Task 7 Utility Relocation Preliminary Estimate
- Task 8 Geotechnical Investigation
- Task 9 Environmental
- Task 10 As-Directed Preliminary Design
- Task 11 Value Engineering

Design Phase 2. Final Design/Engineering (30% - 100%)

- Task 1 Design Development (60% Design)

- Task 2 Final Design (90% Complete Documents)
- Task 3 Final Design (100% Complete Documents)
- Task 4 Peer Review
- Task 5 Interagency Coordination – Final Design
- Task 6 As-Directed Final Design
- Task 7 Construction Bid Package

Design Phase 3. Construction Assistance

- Task 1 Response to Questions
- Task 2 Change Order Preparation/Evaluation
- Task 3 Shop Drawing Review and Material Approvals
- Task 4 Punchlist Inspection/Development
- Task 5 Final Inspection/Project Acceptance
- Task 6 As-built Drawings
- Task 7 Design Support

IOM Work Authorization Phase B will include IOM Services for the Long Slip Fill Construction Contract (GC-01) described below. (IFB No. 18-035X)

The Long Slip Fill portion of the Project entails the expansion of the Hoboken Rail Yard by filling the Long Slip canal.

The work for this Contract generally consists of furnishing all labor, materials, equipment, tools and incidentals necessary to construct and complete the Long Slip Fill portion of the Project, including, but not limited to, the following:

- Mobilization
- Install soil erosion and sediment control measures
- Removal of contaminated soil
- Temporary Diversion Channel for Combined Sewer Overflow (CSO)
- Installation of monitoring equipment in PATH tunnels
- Sheet Pile Cofferdam
- Extension of CSO by 1400 feet
- Relocation of water main and gas main
- Canal Closure Structure
- Fill the Canal
- Placement of surcharge overburden
- Monitoring of the settlement of the overburden

IOM Work Authorization Phase C will include IOM Services for the Long Slip Rail Enhancement Construction Contract (GC-02) described below. (IFB No. TBD)

This phase of the Project entails the enhancement of the Hoboken Rail Yard by constructing, on top of the former Long Slip canal, additional approach tracks and structures including six (6) new commuter tracks with three center-island platforms and a new passenger station with rail crew accommodations.

The work for this Contract generally consists of furnishing all labor, materials, equipment, tools and incidentals necessary to construct and complete the Project, including, but not limited to, the following:

- Mobilization
- Install soil erosion and sediment control measures
- Two (2) rail interlocking
- Rail improvements from two (2) tracks extending to six (6) tracks at new station
- Bridge Modification at Grove Street
- Proposed Bridge at Marin Boulevard
- Proposed rail viaduct from Marin Boulevard to the Long Slip fill section at proposed station.
- Electrified tracks (catenary structures)
- Proposed retaining Walls
- Three (3) center island station platforms to service six (6) new tracks
- Proposed Pedestal pit(s)
- New station and crew facility building
- Construction of proposed Site Utilities (drainage, sanitary sewer, water, gas and electric) to tie into the existing system
- Utilization of existing South Service Road and construction of North Service Road.

IOM Work Authorization Phase D will include the IOM Services for the applicable Construction Management Services contract for the Long Slip Fill and Rail Enhancement Project. The Construction Management Services Contract is described below. (NJ TRANSIT Contract No. 18-003)

Construction Management Services:

Construction Management services were requested during the design phase to minimize construction issues relating to the design, bid, and build project delivery during construction.

The requirements for the Construction Manager shall include, but are not limited to, the following:

- Constructability and staging reviews of Phase 2 Construction Contract at the completion and submittal of the 90% and 100% Design documents including Plans, Specifications, and Estimate.
- 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.

- Critical Path Method (CPM) Schedule monitoring including all Construction Contractor and Force Account work.
- Creation of the CPM master schedule to include all the Construction Contractor's CPM and Force Account and utility services tasks.
- Document Control, storage and maintenance.
- Force Account and utility work Coordination.
- Analysis and processing of Construction Contractor invoices.
- Change Order administration.
- Systems commissioning, testing, start-up, training, and revenue service.
- Assistance to the Design Consultant in preparation of the project's final as-built drawings.
- Project closeout.

**NJ TRANSIT Contract No. 14-033C
Integrity Oversight Monitoring Services
Work Authorization No. 4
Integrity Oversight Monitoring Services for the Long Slip Fill & Rail
Enhancement Project – Phase B - Long Slip Fill Construction contract**

Attachment B – Cost Proposal for Fraud Risk Assessment

**NEW JERSEY TRANSIT
CHANGE ORDER FORM**

**NEW JERSEY TRANSIT CORPORATION
HEADQUARTERS**

Work Authorization No:	<u>5</u>	Revision No.:	<u>0</u>	Effective Date:	<u>May 27, 2021</u>
Contract No:	<u>14-033C</u>	Purchase Order No:	<u>200028206</u>		
Contractor:	RSM US, LLP 333 Thornall Street, 6th Floor Edison, New Jersey 08837 Attention: Mr. Shawn Dahl				

NJ TRANSIT hereby incorporates Work Authorization No. 5 entitled “Long Slip Fill and Rail Enhancement Project – Phase C – Long Slip Rail Enhancement Construction contract” into NJ TRANSIT’s Contract No. 14-033C as follows:

Section 1: Scope of Work

Work Authorization No. 5 is issued to RSM US, LLP to provide Integrity Oversight Monitoring Services for the Long Slip Fill and Rail Enhancement Project – Phase C – Long Slip Rail Enhancement Construction contract in accordance with NJ TRANSIT Contract No. 14-033C Exhibit A, Project Services, and the attached Scope of Work, Attachment A to this Work Authorization.

Section 2: Cost Information

RSM US, LLP total costs and fees for Work Authorization No. 5 shall be in accordance with the schedule of rates set forth in NJ TRANSIT Contract No. 14-033C Exhibit B, Cost Information, and the Attachment B, Cost Proposal for the Fraud Risk Assessment dated February 7, 2020 to this Work Authorization No. 5. The total cost for Work Authorization No. 5 is an amount not to exceed \$553,980.

All invoices billed shall include actual hours and contract rates for personnel working under this Work Authorization.

Section 3: Schedule

The Scope of Work to be performed under Work Authorization No. 5 shall be completed by November 1, 2025.

Section 4: Disadvantaged Business Enterprise Requirements

RSM US, LLP Disadvantaged Business Enterprise Utilization Plan for Work Authorization No. 5 shall be in accordance with the Disadvantaged Business Enterprise Requirements for Race-Conscious Federal Procurement Activities of Contract No. 14-033C. RSM US, LLP has identified a 13.72% DBE participation for this Work Authorization No. 5 as detailed in Exhibit C attached hereto.

Total Value of Work Authorization No. 5\$553,980.00

**NEW JERSEY TRANSIT
CHANGE ORDER FORM****NEW JERSEY TRANSIT CORPORATION
HEADQUARTERS**

Work Authorization No: 5 Revision No.: 0 Effective Date: May 27, 2021

Contract No: 14-033C Purchase Order No: 200028206

Contractor: RSM US, LLP
333 Thornall Street, 6th Floor
Edison, New Jersey 08837
Attention: Mr. Shawn Dahl

WORK AUTHORIZATION NO. 5 SUMMARY

Initial Work Authorization Amount:.....\$0.00
Modifications to Date:\$0.00
Value of this Work Authorization Modification:\$553,980.00
Present Total Amount of this Work Authorization:.....\$553,980.00

SUMMARY OF WORK AUTHORIZATIONS ISSUED TO DATE

Work Authorization No. 1 – IOM Services for the Hoboken Yard Signal Power Repair and the Hoboken Boiler and Terminal Repair (Hoboken) Projects	\$ 305,638.00
Work Authorization No. 1 Revision 1 - Hoboken Yard Wayside Power Repair Project and Hoboken Yard Signal Power Repair Projects: CM Services, Design Phase and Construction Phase	\$ 451,575.00
Work Authorization No. 2 - MMC/ROC	\$ 166,620.00
Work Authorization No. 2 Revision 1 - MMC/ROC	\$ 12,399.31
Work Authorization No. 3 - Integrity Oversight Monitoring Services for the Long Slip Fill & Rail Enhancement Project – Phase A – Design Contract	\$ 148,105.00
Work Authorization No. 4 - Integrity Oversight Monitoring Services for the Long Slip Fill & Rail Enhancement Project – Phase B - Long Slip Fill Construction contract	\$ 553,980.00
Work Authorization No. 5 - Integrity Oversight Monitoring Services for the Long Slip Fill & Rail Enhancement Project – Phase C - Long Slip Fill Enhancement Construction contract	\$ 553,980.00
Total of All Work Authorizations Issued to Date:	\$ 2,192,297.31

**NEW JERSEY TRANSIT
CHANGE ORDER FORM**

**NEW JERSEY TRANSIT CORPORATION
HEADQUARTERS**

Work Authorization No: 5 Revision No.: 0 Effective Date: May 27, 2021

Contract No: 14-033C Purchase Order No: 200028206

Contractor: RSM US, LLP
333 Thornall Street, 6th Floor
Edison, New Jersey 08837
Attention: Mr. Shawn Dahl

NJ TRANSIT CONTRACT NO. 14-033C CONTRACT SUMMARY

Original Contract Amount:.....\$0.00
Total of All Work Authorizations Issued to Date: \$1,638,317.31
Amount of this Modification:\$553,980.00
Present Total Contract Amount:\$2,192,297.31

CONTRACTOR



President or Duly Authorized Designee

NJ TRANSIT



Contracting Officer or Duly Authorized Designee

**NJ TRANSIT Contract No. 14-033C
Integrity Oversight Monitoring Services
Work Authorization No. 5**

**Integrity Oversight Monitoring Services for the Long Slip Fill & Rail
Enhancement Project – Phase C - Long Slip Fill Enhancement Construction
contract**

Attachment A – Scope of Work

NJ TRANSIT Contact No. 14-033
Integrity Oversight Monitoring Services
Work Authorization Assignment Request for
Superstorm Sandy Integrity Oversight Monitoring Services
for the Long Slip Fill and Rail Enhancement Project

A. GENERAL INFORMATION:

On March 27, 2013, P.L. 2013, Chapter 37 (N.J.S.A. § 52:15D-1, et seq.), the Integrity Oversight Monitor Act (the Act) was enacted for the purpose of authorizing the use of Integrity Oversight Monitors (IOMs) for recovery and rebuilding contracts resulting from Superstorm Sandy and subsequent major storms in New Jersey. The Act authorizes the State Treasurer to require integrity oversight monitor services on any State or non-State federally funded recovery and rebuilding contract of \$5 million or more.

The NJ TRANSIT (“NJT”) Superstorm Sandy Recovery and Resilience Program (“Program”), funded in part by the FTA, has been established to implement recovery and rebuilding and locally-prioritized resiliency projects based on damage assessments resulting from Superstorm Sandy in October 2012. The projects to be constructed vary in type, scope and location, but are principally in, or are to be in, northern and central New Jersey.

The services of the Integrity Oversight Monitors (“IOMs”) shall generally consist of performing integrity oversight monitoring services to prevent and/or detect fraud, waste and abuse pursuant to NJT Contract No. 14-033 (the “Contract”). The IOMs will monitor construction, repair and resiliency contracts funded by the FTA or other federal agencies in excess of \$5 Million in accordance with the scopes of work prescribed by NJT Internal Audit Department (IAD) in consultation with the NJT Accountability Officer under Executive Order 125 and the New Jersey Department of the Treasury.

B. PROJECT DESCRIPTION

The IOM firm selected for this Work Authorization shall provide integrity oversight monitoring services in connection with **Long Slip Fill (Phase I) and Rail Enhancement Project (Phase II)**. **The two phases comprise the “Long Slip” project.**

The scopes, budgets and milestones for the **Long Slip** Project are provided in Attachment 1.

This Work Authorization will be divided into four (4) distinct phases as described in Attachment 1:

IOM Work Authorization Phase A.	IOM Services for the applicable Design Contract
IOM Work Authorization Phase B.	IOM Services for the Long Slip Fill Construction Contract. (GC-01)
IOM Work Authorization Phase C.	IOM Services for the Long Slip Enhancement Construction Contract. (GC-02)
IOM Work Authorization Phase D.	IOM Services for the applicable Construction Management Services Contract.

Costs associated with each Phase will be negotiated and authorized independently to the IOM Firm determined to be the highest ranked firm. A fixed, not-to exceed cost will be established for each Phase. NJ TRANSIT reserves the right to award each phase to one (1) or more IOM Firms or the four (4) phases to one (1) IOM Firm.

NJ TRANSIT reserves the right to delete or modify any task or phase from the Scope of Services at any time during the course of the Work Authorization Request.

C. SCOPE OF WORK:

Tasks and services to be performed by the selected IOM at minimum include:

Task A – Monitoring Contractor/Vendor Compliance with Applicable Laws and Contract Requirements

1. Monitoring the Contractors, subcontractors, Consultants and subconsultants to ensure their compliance with applicable laws, regulations, codes, programs and contractual requirements.
2. Satisfying applicable FTA Federal Procurement Requirements and FTA Federal Register Notice Requirements for Oversight Monitoring Federal Register May 29, 2013 pages 32301- 32302, State of New Jersey Department of the Treasury Requirements under N.J.S.A.52:15D-2 and providing necessary investigative services as required by NJT Internal Audit Department.

Task B – Developing and Implementing Integrity Programs

1. Programs and procedures to prevent and deter fraud, corruption, conflicts of interest and illegal activity by entities doing, or seeking to do, business with NJT. Procedures shall include methods to remediate or mitigate fraud, waste, corruption and abuse.
2. Assisting with a program for facilitating the reporting of illegal and improper conduct by employees, Consultants, Contractors, customers, etc. through measures such as education and awareness, posters, leaflets, hotlines, etc.
3. Training (If Applicable) -The IOM firm shall provide fraud, waste and abuse awareness or other training as may be required by NJT.

Task C – Conducting Background Checks, Reviews of Documents and Investigations

1. Background checks of businesses, principals, officials, employees and other individuals by utilizing research of public records, databases, interviews, or other appropriate methods.
2. Review of documents, including disclosure forms, payment requests, Change Orders, invoices, certified payrolls, manifests, etc., submitted by vendors for honesty and accuracy;
3. Investigations and inquiries; including interviews, site visits, surveillances, field activities

and head counts, as well as research into public records and databases, for the prevention and detection of violations, fraudulent and/or illegal acts.

Task D – Reporting

1. Report quarterly to the State Treasurer utilizing prescribed forms as to the Project noted in Section B above under a Work Authorization in a timely manner as to activities performed in accordance with N.J.S.A.52:15D-2.
2. Report integrity monitoring activities and results periodically to NJT as required by Section D. Deliverables, below, and as may be requested by NJT.
3. Be in compliance with malfeasance and inefficiency reporting protocols developed by the State Treasurer.
4. Immediately upon making finding of a likely criminal violation or lesser degree of waste, fraud or abuse, report to New Jersey Attorney General and State Comptroller.

Task E – Preparing and Maintaining a Fraud Risk Assessment.

Provide a fraud risk assessment of the contract activities for the Project noted in Section B above including at a minimum:

- a) The identification of potential fraud, waste, abuse and/or potential criminal activity risks/ scenarios/schemes including prioritization and probability and potential impact.
 1. The IOM firm shall review all applicable design contract, construction contract(s) and construction management contract requirements and processes for susceptibility to fraud, waste, abuse and/or potential criminal activity.
- b) Specific methodology and detailed work programs/audit programs/other procedures that will be employed by the IOM firm to mitigate, minimize and/or identify fraud, waste, abuse and/or potential criminal activity for each risk/scenario/scheme identified for NJT.
- c) A detailed plan for key fraud, waste, abuse and/or potential criminal activity risks. This plan must include but not be limited to:
 - i. Prioritized fraud, waste, abuse and/or potential criminal activity risk/scenario/schemes identified in the fraud risk assessment.
 - ii. Detailed strategy for the life of the project for how each risk will be addressed.
 - iii. Deliverables for each risk.
 - iv. Level of effort (hours) needed for each risk by personnel category.
 - v. Other relevant data.
- d) Strategy and deliverables that the IOM firm will utilize to assess Consultants and Contractors compliance with DBE requirements as specified in Section F below.
- e) Specific deliverables for each work program/audit program/other procedures.

Task F – Project-wide Activities

Provide any activity that pertains to the overall conduct of IOM project initiative and may include:

1. Provide periodic project status updates to the NJT Internal Audit Department (“IAD”).
2. Attend required safety and other training as needed.
3. Preparing invoices and supporting documentation.
4. Any other project-wide activity that is directed by IAD.

Additional activities to be conducted by the IOM firm, may include, but not be limited to the following in coordination with NJT Internal Audit Department:

1. Visiting sites as to ongoing design and construction work where warranted.
2. Attending design review meetings and construction contract meetings as needed, in consultation with IAD.
3. Attending scope reviews and meetings with prospective contractors and vendors in order to ensure procurements are conducted in accordance with NJT Rules and Regulations and that a level playing field is maintained.
4. Reviewing information and activities in relation to the Long Slip Project noted in Section B above.
5. Auditing to ensure procurement compliance.
6. Taking actions to detect, investigate, prevent and remediate, waste, fraud, and abuse.
7. Making unannounced periodic headcounts of construction site workers in order to deter no-show jobs.
8. Other activities that may be defined or required by IAD.

D. DELIVERABLES

All deliverables must be in sufficient detail to allow:

1. NJT to verify and evaluate the conclusions, recommendations, plans, documentation, etc. provided.
2. NJT to assess, in its sole judgment, the quality and acceptance of deliverables provided.
3. The IOM firm, NJT or a third party to execute the detailed monitoring workplan.

The IOM firm must ensure compliance with the following:

A. Work Authorization Deliverables

At a minimum, the following deliverables will be provided to the NJT IAD Project Manager based on the approved workplan in accordance with the required timeline set forth by IAD based on the workplan. All work plans **MUST** be in the format provided in Attachment 7. Deliverables to support work will include, but not be limited to, the following:

1. Fraud Risk Mitigation Strategy and Detailed Monitoring Work Plan
2. Work papers, reports and other required documentation in the format and content required by NJT to support all work.
3. Presenting reports, findings and other results of audits, reviews, investigations and other assigned tasks, and incorporating comments provided by NJT as appropriate and resubmitting the reports as final.
4. Audits as required under the Work Authorization.
5. Other deliverables that may be defined or required.

B. Required Reports and Documents

1. Findings of potential fraud, malfeasance, or criminal activity:

Upon a finding of a likely criminal violation or lesser degree of any malfeasance, inefficiency, waste, fraud, abuse or mismanagement of funds, report written findings to the Office of the State Comptroller and the Attorney General/OSC Taskforce with a copy to NJT Auditor General **immediately** consistent with the requirements of N.J.S.A. 52:15D-2. See Attachment 2 for reporting instructions and form.

2. Weekly Status Updates

A written weekly status update will be required each Monday by noon following the prior week's work in the NJT prescribed format (to be provided upon engagement). The update will be based on a template provided by IAD which includes the following:

1. Total hours per Workplan
2. Hours by Risk Category per Workplan
3. Workpapers Provided to-date by Risk Category, Potential Fraud Risk
4. Items That Require Clarification
5. Weekly Accomplishments/Deliverables Provided
6. Risk Category/Potential Fraud Risk/Monitoring Procedures in-Progress
7. Risk Categories/Potential Fraud Risk/Monitoring Procedures Planned in the Next Two Weeks

3. Quarterly Report (Attachment 3)

On the first business day of each calendar quarter, the IOM firm shall provide to the New Jersey State Treasurer, for distribution to the New Jersey Legislature and the Governor of New Jersey, a written report detailing the IOM firm's provision of services during the three-month period second preceding the due date of the report and any previously unreported provision of services, which shall include, but not be limited to, detailed findings concerning the IOM firm's provision of services and recommendations for corrective or remedial action relative to findings of malfeasance and inefficiency. The report shall not include any information which may compromise a potential criminal investigation or prosecution or any proprietary information. The report shall include a privilege log which shall detail each denial of sensitive information that the IOM firm exercises in preparing the

report for transmission to the New Jersey Legislature and the Governor of New Jersey.

4. FTA Quarterly Report

Two weeks after the quarter ends, the IOM firm is required to provide all information as identified by NJT IAD to meet the FTA quarterly reporting requirements.

5. Time Logs

Copies (and upon request, originals) of time logs shall be maintained by the IOM and shall include information on the allocation of hours worked by the IOM and staff to the respective federally-funded programs and all other data required in order to ensure compliance with all federal requirements.

6. Requests for Information/Documents

The IOM shall submit all document and information requests to the NJT IAD via email. The email shall contain in the subject line "Document/Information Request – Project Name".

7. Close-Out Report:

In addition to other reporting requirements, prior to the expiration of the IOM Work Authorization, or on an interim basis as necessary for longer-term engagements, the IOM firm shall submit a summary report of audit findings, observations, and process recommendations and/or best practice recommendations to NJT for its review and consideration. This report shall contain findings and observations from the IOM's review of documentation, site visits, and other work that was performed during the IOM Work Authorization term. Also based on its work during the IOM Work Authorization term, the report shall contain industry best practice recommendations regarding the processes it observed. The report will be due to NJT Internal Audit three weeks after NJT IA has completed its final review and acceptance of the workpapers for the IOM WA. Due dates for interim reports will be mutually agreed upon by the parties.

E. DBE PROGRAM REQUIREMENTS FOR THE IOM FIRM

Note: NJ TRANSIT does not have a MBE, or WBE Program, and the State of New Jersey's SBE Program does not apply.

A ten percent (10%) Race Conscious DBE goal has been assigned to this project. In accordance with Article 22 and Exhibit D of NJT Contract Nos. 14-033A, 14-033B, 14-033C and 14-033D, the IOM will cooperate with NJT in meeting its commitments and goals regarding the maximum utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs shall have the maximum opportunity to compete for subconsultant work. If the ten percent (10%) DBE participation is not met on this Work Authorization; the IOM must provide a detailed explanation as to why and how the firm plans to work towards meeting this goal in addition to documented evidence of good faith effort. Technical and Cost Proposals shall specifically detail DBE participation under this Work Authorization. The Cost Proposal must also include the mandatory DBE Forms A, A-1, A-2,

B, NJUCP DBE Certification, Form D (if applicable) and Trucking Commitment Agreement (if applicable). If applicable, the Cost Proposals must also include the supplemental DBE forms AA, AA1, AA2 and BB).

F. SCHEDULE

The services to be provided by the IOM under this Work Authorization are scheduled to be completed by September 2023. The term of this Work Authorization is based upon the projected schedule of the Long Slip Project and may be amended at the discretion of NJT.

G. BACKGROUND CHECKS

IOM firm personnel assigned to this Work Authorization must provide documented evidence that they have had appropriate background checks or agree to obtain a background check prior to commencing the Work Authorization.

H. CONFLICT OF INTEREST

Integrity Oversight Monitors shall not be a firm or an affiliate thereof involved in Superstorm Sandy Program Management or in the design, preparation or delivery of Superstorm Sandy Recovery and Resiliency contracts, task orders, projects, services and programs or have any other potential or actual conflict as determined by NJT.

The vendors/contractors for the Long Slip Project which this Work Authorization applies are as follows:

Vendor	Contact
Project Manager:	NJ TRANSIT
Environmental:	BEM Environmental Services
Designer:	AECOM
Contractor GC-01:	TBD
Contractor GC-02:	TBD
Construction Manager	STV, Inc.

Upon submission of its proposal, the IOM shall provide the following information to NJT:

(1) Any anticipated or potential or suspected or actual conflicts that it may incur during the projected course of a Work Authorization are identified;

(2) Any anticipated or potential or suspected or actual conflicts with the vendors listed above;

(3) The IOM shall identify any projects, past or present, it has performed for NJ TRANSIT including the project, dates of the project, the contract number, the project supervisor, and a brief description of the scope of work.

(4) Certification (See Attachment 8) by the IOM that neither it nor any of its affiliates or subsidiaries or sub-consultants are involved in Superstorm Sandy Program Management or in the design, preparation or delivery of Superstorm Sandy Recovery and Resiliency contracts, task orders, projects, services and programs or any other involvement or activities to NJ TRANSIT or third-parties that could create a direct or indirect conflict with providing IOM services to NJT under its current IOM agreement either directly or as a member of a joint venture, partnership, or as a sub-consultants or subcontractor of any tier, attached to this Work Authorization Request.

Upon submission of its proposal, the IOM shall also ensure the following information is provided to NJT by its sub-consultants:

- (1) Any anticipated or potential or suspected or actual conflicts that it may incur during the projected course of a Work Authorization are identified;
- (2) Any anticipated or potential or suspected or actual conflicts with the vendors listed above;
- (3) Any projects, past or present, it has performed for NJ TRANSIT, including the project, dates of the project, the contract number, the project supervisor, and a brief description of the scope of work;
- (4) Certification (See Attachment 8) that the sub-consultant is not involved in Superstorm Sandy Program Management or in the design, preparation or delivery of Superstorm Sandy Recovery and Resiliency contracts, task orders, projects, services and programs or any other involvement or activities to NJ TRANSIT or third-parties that could create a direct or indirect conflict with providing IOM services to NJ TRANSIT, either directly or as a member of a joint venture, partnership, or as a sub-consultant or subcontractor of any tier, attached to this Work Authorization Request.

Throughout the term of the Work Authorization, should the IOM, or its affiliates, or subsidiaries, or sub-consultants respond to a procurement or enter into a joint venture, partnership or subcontract relationship of any tier to provide any services, such as construction management, architectural and engineering, design, project management, or other related services, the IOM must notify NJ TRANSIT immediately. The IOM also is required to consult with NJ TRANSIT where there is concern on the part of the IOM or its sub-consultant that a conflict may exist.

NJ TRANSIT will determine whether the IOM or its sub-consultant has a conflict on a case by case basis. NJ TRANSIT has the sole discretion to determine whether a conflict or potential conflict is found to have arisen by such action on the part of the IOM or its affiliates, subsidiaries, or sub-consultants. NJ TRANSIT's determination regarding any question(s) of conflict of interest shall be final. Additionally, NJ TRANSIT may take all appropriate action as it deems necessary in accordance with the terms and conditions of the Contract.

The IOM and sub-consultant personnel who are assigned to this Work Authorization will be required to maintain in confidence all information disclosed and made available by NJ TRANSIT in association with the Work Authorization. IOM Firms will be required to execute a "Confidentiality and No Conflict of Interest Certification" prior to commencing the Work Authorization.

I. CONFLICT OF INTEREST WITH FUTURE CONTRACTORS & SUB-CONTRACTORS

Vendors/contractors for the Long Slip Projects, to which the Work Authorization applies, may not be known at the time a Work Authorization is issued to the IOM. Once the vendor/contractor(s) has been identified, the IOM shall provide NJ TRANSIT with any anticipated or potential or suspected or actual conflicts that the IOM or its sub-consultant may incur during the projected course of a Work Authorization. Please refer to the chart above for the list of known and unknown vendors.

Existence of conflicts will be determined on a case-by-case basis by NJ TRANSIT. At the time that the vendor/contractor has been identified by NJ TRANSIT, and an apparent conflict of interest exists, NJ TRANSIT will discuss the matter and take any appropriate action, which may include reassignment of the Work Authorization.

J. PROPOSAL CONTENT

One (1) original and seven (7) copies of your technical proposal and one (1) original three (3) copies of your cost proposal are to be submitted no later than **2:00 p.m. on Friday, September 13, 2019** and addressed as follows:

Ms. Taishida S. Chapman
Managing Contract Specialist
NJ TRANSIT
Procurement Department
One Penn Plaza East, 6th Floor
Newark, New Jersey 07105
Re: 14-033 IOM Services for the Long Slip Project

IOM Firms are also requested to submit an electronic copy of the technical & cost proposal no later than 4:00 p.m. on Friday, September 13, 2019 to Ms. Taishida Chapman at tchapman@njtransit.com.

In order to discuss the project and to address questions, NJ TRANSIT will hold a Pre-Proposal Conference on **Thursday, August 14, 2019 at 2:00 p.m.** at NJ TRANSIT Headquarters located at Two Penn Plaza East, Newark, New Jersey 07105.

Questions or requests for clarification regarding the Assignment Request are to be submitted in writing no later than **4:00 p.m. on Thursday, August 21, 2019** and are to be submitted Ms. Taishida Chapman at tchapman@njtransit.com. Questions are to be submitted using the attached template (Attachment 4). The compilation of all questions and answers will be sent to the group prior to the Work Authorization Request response due date. Communications regarding this Work Authorization Request are to be conducted through NJ TRANSIT's Procurement Department. All other contacts are considered improper and are prohibited.

If the IOM is unable to submit a proposal because of a conflict of interest or scheduling, the IOM must provide notice to NJ TRANSIT within **five (5)** calendar days of the receipt of the Work Authorization Request.

The IOM's technical proposal must contain the following elements:

Technical Proposals shall follow the format outlined below.

1. **COVER LETTER:** The cover letter shall summarize key points of the proposal and include any introductory or explanatory remarks. The cover letter should convey an understanding of the overall contract objectives and the work required of the Consultant.
2. **QUALIFICATION OF INDIVIDUALS:** This section shall contain resumes of the key persons proposed to work on this project. Resumes shall cite formal education, professional licenses and certifications, entire work history, and training in industry skills. Specific skills and any other relevant experiences should be highlighted.

3. **QUALIFICATION OF FIRM(S) AND RELATED EXPERIENCE:** This section shall contain information about the project organizational structure of the team and the personnel required for the project. The availability of professional and technical staff for this project should be shown. Also show anticipated workload for the duration of this project taking into account resources involved with existing proposals and active projects.
4. **TEAM ORGANIZATION/RESOURCE ALLOCATION:** This section shall address the proposed management structure, manpower allocation, and assigned individuals for performing the Detailed Monitoring Work Plan.

The Consultant will identify disadvantaged owned business enterprises (DBEs) that will or may act as sub-consultants in accordance with NJ TRANSIT's established goals.

The Consultant shall certify that the listed 'key personnel' will be employed by the consultant and will be assigned to the project in the manner prescribed. The 'key personnel' identified by the consultant shall not be removed from the contract without written approval from NJ TRANSIT. Therefore, if a 'key personnel' member leaves the firm, NJ TRANSIT must be notified in writing within five (5) business days of their termination/separation.

The following information shall also be included in this section:

Team Organization and Staffing Chart showing the reporting and contractual relationships of all firms included in the proposal as well as the organization of key personnel by name, title and reporting relationship.

Detailed Monitoring Work Plan showing the number of person-hours proposed for each Task. This section shall include the detailed approach and methodology (work plan) for accomplishing the tasks detailed the scope of work. All work plans MUST be in the format provided in Attachment 7.

5. **TECHNICAL SECTION:** This section shall contain the work plan for accomplishment of the project. The work plan shall address all tasks described in this Work Authorization Request. Additional narrative on the services to be performed, which can be used to evaluate the Proposer's understanding of the objectives and overall purpose of the project, is encouraged. This section shall carefully reflect all tasks described in Section C above.
6. **DBE PROGRAM REQUIREMENTS FOR THE IOM FIRM:** The IOM Firm shall identify DBEs that will or may act as sub-consultants in accordance with NJ TRANSIT's established DBE goals.

This section shall also describe, in sufficient detail, how the IOM firm will meet its DBE requirements as prescribed in the Contract and the controls that are in place within the IOM firm to ensure compliance. DBE participation is to be highlighted and total DBE participation provided as a percentage only.

7. **SCHEDULE:** A schedule that shall identify the performance milestones and associated deliverable items to be submitted as evidence of completion of each task and/or sub-task.
8. **QUALITY ASSURANCE PLAN (QAP):** This section shall contain a summary of the Consultant's QAP outlining the process which will be followed for checking, reviewing and approving of the Consultant's work product to ensure it is consistent with NJ TRANSIT and New Jersey Department of the Treasury expectations, requirements and standards. Typical titles of responsible individuals shall be identified along with descriptions of experience and other qualifications required for these positions. A complete QAP is not required; however Consultant shall provide sufficient detail of its quality assurance program in order to permit a clear understanding.
9. **CONFLICTS:** In accordance with Section I above, an IOM firm and its sub-consultants shall provide the information identified above in Section I entitled "Conflict of Interest" and complete the Certification, attached hereto as Attachment 8.

The IOM's cost proposal must contain the following elements:

- A. Cost proposals shall be submitted in a separate, sealed envelope.
- B. Cost proposals are to be presented in a person-hour allocation format by firm, task and personnel classification for each Phase of the Work Authorization utilizing the Cost Proposal format provided in Attachment 5.

IOM Work Authorization Phase A.	IOM Services for the applicable Design Contract
IOM Work Authorization Phase B.	IOM Services for the Long Slip Fill Construction Contract. (GC-01)
IOM Work Authorization Phase C.	IOM Services for the Long Slip Enhancement Construction Contract. (GC-02)
IOM Work Authorization Phase D.	IOM Services for the applicable Construction Management Services Contract.

- C. NJ TRANSIT will only pay for straight time labor at the fully loaded rate with no overtime or night differential, i.e., NJ TRANSIT will not pay for travel, meals, lodging, commutation, overhead, profit, administration, or other expenses except as otherwise specifically provided below. Any other necessary expenses on a project basis will be at the sole discretion of NJ TRANSIT and all decisions are final. Rates shall be fully loaded and apply per job title.

There is an allowance established for reimbursement of reasonable, documented costs incurred in order to relocate staff members and managers to New Jersey where their primary residences are ninety (90) or more miles from the City of Newark, New

Jersey documented by computer mapping calculations. In such instances only costs of initial travel and move of personal property to New Jersey will be reimbursed and only where approved in writing by NJT IAD prior to move or travel occurring. No travel back and forth to primary residence during work assignment will be reimbursable; however, reasonable documented costs of transportation of assigned personnel and move of personal property will be paid upon conclusion of Work Authorizations to which staff member or manager has been assigned. Travel in relation to assigned duties shall not be reimbursable. All reimbursable travel expenses shall be in accordance with the Travel & Business Reimbursement Guidelines.

As to Subject Matter Experts (SMEs), only costs of travel and stays in hotel as well as breakfast and dinner will be reimbursable where SME attendance is required in New Jersey and has been previously approved in writing by NJT IAD for periods of 30 or fewer consecutive days. Travel in relation to assigned duties shall not be reimbursable. Stays of SMEs for more than thirty (30) days will be reimbursed for reasonable, documented relocation costs as provided above as it applies to staff members and managers. All reimbursable travel expenses shall be in accordance with the Travel & Business Reimbursement Guidelines.

- D. The Cost Proposal must also include the mandatory attached DBE Forms A, A-1, A-2, B, NJUCP DBE Certification, Form D (if applicable) and Trucking Commitment Agreement (if applicable) as detailed in Section E above. If applicable, the Cost Proposals must also include the supplemental DBE forms AA, AA1, AA2 and BB. (Attachment 6). If the ten percent (10%) DBE participation is not met on this Work Authorization; please provide a detailed explanation as to why and how the firm plans to work towards meeting this goal in addition to documented evidence of good faith effort.

K. SELECTION PROCESS

NJ TRANSIT will review the proposals and select the IOM whose proposal is most advantageous, price and other factors considered.

Oral Presentations may be required at the discretion of NJ TRANSIT. Oral Presentations, if necessary, will provide an opportunity for the firms/teams to clarify or elaborate on its written technical proposal. The Technical Evaluation Committee (TEC) will conduct the Oral Presentations. The TEC will use the Oral Presentations to confirm and/or reassess its understanding of the written technical proposals, and incorporate that information into its evaluation by revising the written technical evaluation scores accordingly. NJ TRANSIT reserves the right to assess and reassess its understanding of proposals and revise the rating and ranking of such proposals at any time prior to selection.

NJ TRANSIT will enter into negotiations with the top ranked proposer to reach an agreement on the scope of services and the fair and reasonable compensation to be paid by NJ TRANSIT. If in the opinion of NJ TRANSIT a satisfactory agreement cannot be negotiated with the top ranked proposer, NJ TRANSIT will end negotiations and initiate negotiations with the second most qualified firm. NJ TRANSIT considers all aspects of a consultant's proposal negotiable.

NJ TRANSIT will then issue a Work Authorization with a "not to exceed" clause to the engaged firm and begin the issuance of the assignment. A firm may submit pricing lower

than its original proposal price for a specific project. Any change in the scope and/or fee must have the prior written consent of NJ TRANSIT's authorized representative.

Contract award is subject to the availability of federal funding. The level and amount of work to be awarded to the Integrity Oversight Integrity Monitor is not guaranteed.

L. ADMINISTRATION OF THE CONSULTANT – STANDARD PROJECT INITIATION

Consultant activities will be managed by NJ TRANSIT's Internal Audit Department (NJT IAD) in consultation with the New Jersey Department of the Treasury, NJ TRANSIT Accountability Officer and NJ TRANSIT's authorized Procurement representative with responsibility for initiating all contractual work and the administration of and resolution of all Work Authorization items.

A. Work Authorization

Work Authorizations executed between the IOM's authorized representative and NJ TRANSIT's authorized Procurement representative is required prior to any services being provided by the Consultant. The parties agree that the signing of a Work Authorization shall be necessary to commit NJ TRANSIT to compensate the IOM for accepted work referenced therein and to commit the IOM to perform the work according to its written description, for an amount not to exceed the fee provided in the Work Authorization. Any change in the scope and/or fee must have the prior written consent of NJ TRANSIT's authorized Procurement representative. A separate Work Authorization shall be required for each assignment of the IOM.

Work Authorizations are intended to provide oversight monitoring of specific contracts from conception where practicable under the circumstances. An assigned IOM is to have its staff familiarize itself with the proposed contract scope and schedule and get to know the project management and design staff. The IOM is to become familiar with the contract to which it is assigned prior to the commencement of work. Contracts can be varied in scope and length of time. Some contracts will involve force account work and contract work at the same time and sometimes sequentially. Before actual construction work begins, IOM staff time will not be at full level. Similarly, as a contract nears completion and closeout, IOM involvement will similarly lessen. The subject matter experts to be supplied by IOM will differ from assignment to assignment and possibly during the course of a contract where nature and scope of work may vary from phase to phase.

B. Acceptance

(1) Any items which the Consultant must deliver to NJ TRANSIT as noted in a Work Authorization shall be delivered to the NJT IAD. NJT IAD will review the deliverables and shall have the right, in its sole judgment, to refuse the acceptance of any items if they do not meet the Standards of Performance established by NJ TRANSIT. Such review does not relieve the Consultant of its liability for errors and omissions.

(2) Any items which the Consultant must deliver to New Jersey Department of the Treasury as noted in a Work Authorization and/or the reporting requirements shall be delivered to the New Jersey Department of the Treasury. New Jersey Department of the Treasury will review the deliverables and shall have the right, in its sole judgment, to refuse the acceptance of any items if they do not meet the performance standards set

forth in NJ Transit Contract Nos. 14-033A, 14-033B, 14-033C and 14-033D. Such review does not relieve the Consultant of its liability for errors and omissions.

(3) If the services or any deliverables are not accepted, NJ TRANSIT has the option of terminating the Agreement, or terminating the associated Work Authorization.

(4) NJ TRANSIT and New Jersey Department of the Treasury reserve the right to seek reimbursement of all costs, expenses or damages incurred, because of any act, error or omission, neglect or negligence, or misconduct of said Consultant or its sub-consultants in the performance of the work outlined in this Agreement. In such an event, NJ TRANSIT may withhold payment pending resolution of disputed claim not to exceed the amount due under the item of dispute, but without limitation to the amount NJ TRANSIT or Treasury may seek or claim to the extent allowed by law or equity. NJ TRANSIT shall not be obligated to make any payment for work that is unsatisfactory or does not comply with the terms of this Agreement. Furthermore, the Consultant shall not receive additional compensation for the cost of redoing, correcting or otherwise revising work by reason of any act, error or omission, neglect or negligence, or misconduct of said Consultant or its sub-consultants in the performance of the work outlined in this Agreement.

C. Responsibilities

(1) NJ TRANSIT Responsibilities

NJ TRANSIT is responsible for managing and accepting the IOM's work and deliverables as well as approving its invoices.

(2) Integrity Oversight Monitor Responsibilities

IOMs are responsible for executing the work in an effective and efficient manner and to meet all requirements of the Contract including the reporting requirements as noted in Section IV. In addition, the IOM is required to provide all work directly to NJ TRANSIT Internal Audit. Any other interactions with NJ TRANSIT personnel including the execution of the contract work must be coordinated through the NJ TRANSIT Internal Audit Department with the exception of communications with the Office of Civil Rights/Business Development regarding the IOM firm's DBE program requirements.

M. ADMINISTRATION OF THE CONSULTANT - CONSULTANT TEAM CHANGES

Where the Consultant finds it necessary or prudent to vary the composition of its resources, the Consultant shall be required to submit for NJ TRANSIT and the New Jersey Department of the Treasury, as the case may be, a request for approval in advance with such information and justifications as are necessary to support the restructuring of the team. In making such changes, the Consultant must remain cognizant of all DBE participation requirements and goals as specified in the contract documents. For resources that are added, NJ TRANSIT will require a description of the resources' credentials and background. In addition, NJ TRANSIT may require an interview of the personnel.

NJT IAD and New Jersey Department of the Treasury shall have the right to pre-approve staffing and removal of particular staff members at its discretion.

If the Prime Consultant will be adding, removing and/or replacing a DBE subconsultant firm/employee on its team, it must be in accordance with Articles 4.2, 4.3 and 4.4 of NJ TRANSIT's DBE Requirements.

N. ADMINISTRATION OF THE CONSULTANT - COMPENSATION

Payment for services to be rendered under this contract shall be on an hourly fee basis with a maximum not-to-exceed cost established for each individual Work Authorization authorized in accordance with the procedures described herein, and subject to the terms and conditions established for the overall contract. Payments of invoices will be made within thirty (30) days of approval by NJ TRANSIT Auditor General or his designee. No charges for work directed by unauthorized NJ TRANSIT or New Jersey Department of the Treasury personnel shall be binding upon NJ TRANSIT, and any work performed pursuant to such authorization shall be entirely at the risk of the Consultant. Additionally, no compensation will be allowed for the revision of work which has been rejected as failing to satisfy the requirements of a specific Work Authorization. The Consultant shall use a standard invoice form detailing the particular tasks, deliverables completed, particular work completed, hours expended by personnel, cost basis and total cost, and other detailed information that may be required by NJ TRANSIT. The Consultant shall submit all itemized bills separately for each Work Authorization. Each invoice may be reviewed by NJT IAD and New Jersey Department of the Treasury as well as by the Accountability Officer, the Board's Representatives and NJ TRANSIT staff.

Monthly invoices with supporting schedules of billable hours, fees and deliverables for work performed must be issued for this Work Authorization. No travel or out-of-pocket expenses will be reimbursed unless pre-approved in accordance with NJ TRANSIT Contract No. 14-033. Payment of invoices will be contingent upon successful completion, delivery and sole acceptance of aforementioned deliverables in the form and substance required by NJ TRANSIT.

In addition to the weekly report, in order to support payment, the IOM firm must include in their billing detail a daily log of activities for each person on the Work Authorization. This includes, for each person, tasks performed by deliverable, identification of the employees or subconsultants (and their respective employees) met with, summarized work performed, all meetings attended, field visitations along with the name of employee and subconsultants (and their respective employee) in attendance, and any other information to sufficiently support billing. Billing must also include, by person, hours billed for the current period and hours billed to date and expenses billed for the current period and expenses billed to date. The above provisions also apply to all sub-consultants if employed by the IOM firm.

O. OWNERSHIP OF WORK

All work product produced by the IOM in accordance with this contract and Work Authorizations are the sole property of NJ TRANSIT. Work product includes, but is not limited to: reports, documents, analyses, worksheets, work papers, cost estimates, tapes (audio or video), correspondence, computer files/media storage/programs/data, sample lists, sign-in sheets, audits, photographs, drawings, spread sheets, graphics and all other

information resulting from or obtained during the Consultant's work performed under this contract.

P. NOTICE OF EXECUTIVE ORDER 125 REQUIREMENT FOR POSTING OF WINNING PROPOSAL AND CONTRACT DOCUMENTS

Pursuant to Executive Order No. 125, signed by Governor Chris Christie on February 8, 2013, the New Jersey Office of the State Comptroller (OSC) is required to make all approved State contracts for the allocation and expenditure of federal reconstruction resources available to the public by posting such contracts on an appropriate State website. Such contracts are posted on the New Jersey Sandy Transparency website located at:

<http://nj.gov/comptroller/sandytransparency/contracts/sandy/>

The contract resulting from this Work Authorization Request is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the Work Authorization Request, the winning proposer's proposal and other related contract documents for the above contract on the Sandy Transparency website.

In submitting its proposal, a proposer may designate specific information as not subject to disclosure. However, such proposer must have a good faith legal and/ or factual basis to assert that such designated portions of its proposal (i) are proprietary and confidential financial or commercial information or trade secrets or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the winning bidder accordingly. The State will not honor any attempt by a winning proposer to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the winning proposer's assertion of confidentiality with which the State does not concur, the proposer shall be solely responsible for defending its designation.

Q. ATTACHMENTS

- Attachment 1: Long Slip Fill and Rail Enhancement Project Information
- Attachment 2: Disaster Fraud Theft Reporting Form
- Attachment 3: Quarterly Report Template
- Attachment 4: Question Submittal Template
- Attachment 5: Cost Proposal Format
- Attachment 6: DBE Forms
- Attachment 7: Detailed Monitoring Work Plan Template
- Attachment 8: Conflict of Interest Certification

**NJ TRANSIT Contact No. 14-033
Integrity Oversight Monitoring Services
Work Authorization Request:
Superstorm Sandy Integrity Oversight Monitoring Services for Long Slip Fill and Rail
Enhancement Project**

Attachment 1: Long Slip Fill and Rail Enhancement Project Information

NJ TRANSIT Contact No. 14-033
Integrity Oversight Monitoring Services
Work Authorization Request:
Superstorm Sandy Integrity Oversight Monitoring Services for Long Slip Fill and Rail Enhancement Project

Attachment 1: Long Slip Fill and Rail Enhancement Project Information

IOM Services for the Long Slip Fill and Rail Enhancement Project will be divided into four (4) distinct phases (as outlined in Section B on page 1 above):

IOM Work Authorization Phase A.	IOM Services for the applicable Design Contract
IOM Work Authorization Phase B.	IOM Services for the Long Slip Fill Construction Contract. (GC-01)
IOM Work Authorization Phase C.	IOM Services for the Long Slip Enhancement Construction Contract. (GC-02)
IOM Work Authorization Phase D.	IOM Services for the applicable Construction Management Services Contract.

Each IOM Work Authorization phase is described below in detail:

IOM Work Authorization Phase A will include the IOM Services for the applicable Design contract. The Design Contract for the Long Slip Fill and Rail Enhancement Project is described below. (NJ TRANSIT Contract No. 16-006)

The Design Contract for the overall project scope of work was advanced in three (3) distinct design phases as follows:

- Design Phase 1. Conceptual and Preliminary Design Services
- Design Phase 2. Preparation of Final Plans, Specifications, and Estimates
- Design Phase 3. Construction Assistance

As further delineated in the design contract, each Design Phase was broken down into Tasks.

Design Phase 1. Concept and Preliminary Design/Engineering (0% - 30%)

- Task 1 Update Preliminary Design
- Task 2 Update Design Criteria
- Task 3 Civil Design
- Task 4 Building and Structures
- Task 5 Cost and Schedule
- Task 6 Supplemental Survey
- Task 7 Utility Relocation Preliminary Estimate
- Task 8 Geotechnical Investigation
- Task 9 Environmental
- Task 10 As-Directed Preliminary Design
- Task 11 Value Engineering

Design Phase 2. Final Design/Engineering (30% - 100%)

- Task 1 Design Development (60% Design)

- Task 2 Final Design (90% Complete Documents)
- Task 3 Final Design (100% Complete Documents)
- Task 4 Peer Review
- Task 5 Interagency Coordination – Final Design
- Task 6 As-Directed Final Design
- Task 7 Construction Bid Package

Design Phase 3. Construction Assistance

- Task 1 Response to Questions
- Task 2 Change Order Preparation/Evaluation
- Task 3 Shop Drawing Review and Material Approvals
- Task 4 Punchlist Inspection/Development
- Task 5 Final Inspection/Project Acceptance
- Task 6 As-built Drawings
- Task 7 Design Support

IOM Work Authorization Phase B will include IOM Services for the Long Slip Fill Construction Contract (GC-01) described below. (IFB No. 18-035X)

The Long Slip Fill portion of the Project entails the expansion of the Hoboken Rail Yard by filling the Long Slip canal.

The work for this Contract generally consists of furnishing all labor, materials, equipment, tools and incidentals necessary to construct and complete the Long Slip Fill portion of the Project, including, but not limited to, the following:

- Mobilization
- Install soil erosion and sediment control measures
- Removal of contaminated soil
- Temporary Diversion Channel for Combined Sewer Overflow (CSO)
- Installation of monitoring equipment in PATH tunnels
- Sheet Pile Cofferdam
- Extension of CSO by 1400 feet
- Relocation of water main and gas main
- Canal Closure Structure
- Fill the Canal
- Placement of surcharge overburden
- Monitoring of the settlement of the overburden

IOM Work Authorization Phase C will include IOM Services for the Long Slip Rail Enhancement Construction Contract (GC-02) described below. (IFB No. TBD)

This phase of the Project entails the enhancement of the Hoboken Rail Yard by constructing, on top of the former Long Slip canal, additional approach tracks and structures including six (6) new commuter tracks with three center-island platforms and a new passenger station with rail crew accommodations.

The work for this Contract generally consists of furnishing all labor, materials, equipment, tools and incidentals necessary to construct and complete the Project, including, but not limited to, the following:

- Mobilization
- Install soil erosion and sediment control measures
- Two (2) rail interlocking
- Rail improvements from two (2) tracks extending to six (6) tracks at new station
- Bridge Modification at Grove Street
- Proposed Bridge at Marin Boulevard
- Proposed rail viaduct from Marin Boulevard to the Long Slip fill section at proposed station.
- Electrified tracks (catenary structures)
- Proposed retaining Walls
- Three (3) center island station platforms to service six (6) new tracks
- Proposed Pedestal pit(s)
- New station and crew facility building
- Construction of proposed Site Utilities (drainage, sanitary sewer, water, gas and electric) to tie into the existing system
- Utilization of existing South Service Road and construction of North Service Road.

IOM Work Authorization Phase D will include the IOM Services for the applicable Construction Management Services contract for the Long Slip Fill and Rail Enhancement Project. The Construction Management Services Contract is described below. (NJ TRANSIT Contract No. 18-003)

Construction Management Services:

Construction Management services were requested during the design phase to minimize construction issues relating to the design, bid, and build project delivery during construction.

The requirements for the Construction Manager shall include, but are not limited to, the following:

- Constructability and staging reviews of Phase 2 Construction Contract at the completion and submittal of the 90% and 100% Design documents including Plans, Specifications, and Estimate.
- 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.

- Critical Path Method (CPM) Schedule monitoring including all Construction Contractor and Force Account work.
- Creation of the CPM master schedule to include all the Construction Contractor's CPM and Force Account and utility services tasks.
- Document Control, storage and maintenance.
- Force Account and utility work Coordination.
- Analysis and processing of Construction Contractor invoices.
- Change Order administration.
- Systems commissioning, testing, start-up, training, and revenue service.
- Assistance to the Design Consultant in preparation of the project's final as-built drawings.
- Project closeout.

**NJ TRANSIT Contract No. 14-033C
Integrity Oversight Monitoring Services
Work Authorization No. 5**

**Integrity Oversight Monitoring Services for the Long Slip Fill & Rail
Enhancement Project – Phase C - Long Slip Fill Enhancement Construction
contract**

Attachment B – Cost Proposal for Fraud Risk Assessment

**NEW JERSEY TRANSIT
CHANGE ORDER FORM**

**NEW JERSEY TRANSIT CORPORATION
HEADQUARTERS**

Work Authorization No: 6 Revision No.: 0 Effective Date: May 27, 2021

Contract No: 14-033C Purchase Order No: 200028206

Contractor: RSM US, LLP
333 Thornall Street, 6th Floor
Edison, New Jersey 08837
Attention: Mr. Shawn Dahl

NJ TRANSIT hereby incorporates Work Authorization No. 6 entitled "Long Slip Fill and Rail Enhancement Project – Phase D – Construction Management Services contract" into NJ TRANSIT's Contract No. 14-033C as follows:

Section 1: Scope of Work

Work Authorization No. 6 is issued to RSM US, LLP to provide Integrity Oversight Monitoring Services for the Long Slip Fill and Rail Enhancement Project – Phase D – Construction Management Services contract in accordance with NJ TRANSIT Contract No. 14-033C Exhibit A, Project Services, and the attached Scope of Work, Attachment A to this Work Authorization.

Section 2: Cost Information

RSM US, LLP total costs and fees for Work Authorization No. 6 shall be in accordance with the schedule of rates set forth in NJ TRANSIT Contract No. 14-033C Exhibit B, Cost Information, and the Attachment B, Cost Proposal for the Fraud Risk Assessment dated February 7, 2020 to this Work Authorization No. 6. The total cost for Work Authorization No. 6 is an amount not to exceed \$219,090.

All invoices billed shall include actual hours and contract rates for personnel working under this Work Authorization.

Section 3: Schedule

The Scope of Work to be performed under Work Authorization No. 6 shall be completed by November 1, 2025.

Section 4: Disadvantaged Business Enterprise Requirements

RSM US, LLP Disadvantaged Business Enterprise Utilization Plan for Work Authorization No. 6 shall be in accordance with the Disadvantaged Business Enterprise Requirements for Race-Conscious Federal Procurement Activities of Contract No. 14-033C. RSM US, LLP has identified a 13.72% DBE participation for this Work Authorization No. 6 as detailed in Exhibit C attached hereto.

Total Value of Work Authorization No. 6\$219,090.00

**NEW JERSEY TRANSIT
CHANGE ORDER FORM****NEW JERSEY TRANSIT CORPORATION
HEADQUARTERS**

Work Authorization No: 6 Revision No.: 0 Effective Date: May 27, 2021

Contract No: 14-033C Purchase Order No: 200028206

Contractor: RSM US, LLP
333 Thornall Street, 6th Floor
Edison, New Jersey 08837
Attention: Mr. Shawn Dahl

WORK AUTHORIZATION NO. 6 SUMMARY

Initial Work Authorization Amount:.....\$0.00
Modifications to Date:\$0.00
Value of this Work Authorization Modification:\$219,090.00
Present Total Amount of this Work Authorization:.....\$219,090.00

SUMMARY OF WORK AUTHORIZATIONS ISSUED TO DATE

Work Authorization No. 1 – IOM Services for the Hoboken Yard Signal Power Repair and the Hoboken Boiler and Terminal Repair (Hoboken) Projects	\$ 305,638.00
Work Authorization No. 1 Revision 1 - Hoboken Yard Wayside Power Repair Project and Hoboken Yard Signal Power Repair Projects: CM Services, Design Phase and Construction Phase	\$ 451,575.00
Work Authorization No. 2 - MMC/ROC	\$ 166,620.00
Work Authorization No. 2 Revision 1 - MMC/ROC	\$ 12,399.31
Work Authorization No. 3 - Integrity Oversight Monitoring Services for the Long Slip Fill & Rail Enhancement Project – Phase A – Design Contract	\$ 148,105.00
Work Authorization No. 4 - Integrity Oversight Monitoring Services for the Long Slip Fill & Rail Enhancement Project – Phase B - Long Slip Fill Construction contract	\$ 553,980.00
Work Authorization No. 5 - Integrity Oversight Monitoring Services for the Long Slip Fill & Rail Enhancement Project – Phase C - Long Slip Fill Enhancement Construction contract	\$ 553,980.00
Work Authorization No. 6 - Integrity Oversight Monitoring Services for the Long Slip Fill & Rail Enhancement Project – Phase D – Construction Management Services contract	\$ 219,090.00
Total of All Work Authorizations Issued to Date:	\$ 2,411,387.31

**NEW JERSEY TRANSIT
CHANGE ORDER FORM**

**NEW JERSEY TRANSIT CORPORATION
HEADQUARTERS**

Work Authorization No: 6 Revision No.: 0 Effective Date: May 27, 2021

Contract No: 14-033C Purchase Order No: 200028206

Contractor: RSM US, LLP
333 Thornall Street, 6th Floor
Edison, New Jersey 08837
Attention: Mr. Shawn Dahl

NJ TRANSIT CONTRACT NO. 14-033C CONTRACT SUMMARY

Original Contract Amount:.....\$0.00
Total of All Work Authorizations Issued to Date: \$2,192,297.31
Amount of this Modification:\$219,090.00
Present Total Contract Amount:\$2,411,387.31

CONTRACTOR



President or Duly Authorized Designee

NJ TRANSIT



Contracting Officer or Duly Authorized Designee

**NJ TRANSIT Contract No. 14-033C
Integrity Oversight Monitoring Services
Work Authorization No. 6**

**Integrity Oversight Monitoring Services for the Long Slip Fill & Rail
Enhancement Project – Phase D - Construction Management Services
contract**

Attachment A – Scope of Work

NJ TRANSIT Contact No. 14-033
Integrity Oversight Monitoring Services
Work Authorization Assignment Request for
Superstorm Sandy Integrity Oversight Monitoring Services
for the Long Slip Fill and Rail Enhancement Project

A. GENERAL INFORMATION:

On March 27, 2013, P.L. 2013, Chapter 37 (N.J.S.A. § 52:15D-1, et seq.), the Integrity Oversight Monitor Act (the Act) was enacted for the purpose of authorizing the use of Integrity Oversight Monitors (IOMs) for recovery and rebuilding contracts resulting from Superstorm Sandy and subsequent major storms in New Jersey. The Act authorizes the State Treasurer to require integrity oversight monitor services on any State or non-State federally funded recovery and rebuilding contract of \$5 million or more.

The NJ TRANSIT (“NJT”) Superstorm Sandy Recovery and Resilience Program (“Program”), funded in part by the FTA, has been established to implement recovery and rebuilding and locally-prioritized resiliency projects based on damage assessments resulting from Superstorm Sandy in October 2012. The projects to be constructed vary in type, scope and location, but are principally in, or are to be in, northern and central New Jersey.

The services of the Integrity Oversight Monitors (“IOMs”) shall generally consist of performing integrity oversight monitoring services to prevent and/or detect fraud, waste and abuse pursuant to NJT Contract No. 14-033 (the “Contract”). The IOMs will monitor construction, repair and resiliency contracts funded by the FTA or other federal agencies in excess of \$5 Million in accordance with the scopes of work prescribed by NJT Internal Audit Department (IAD) in consultation with the NJT Accountability Officer under Executive Order 125 and the New Jersey Department of the Treasury.

B. PROJECT DESCRIPTION

The IOM firm selected for this Work Authorization shall provide integrity oversight monitoring services in connection with **Long Slip Fill (Phase I) and Rail Enhancement Project (Phase II). The two phases comprise the “Long Slip” project.**

The scopes, budgets and milestones for the **Long Slip** Project are provided in Attachment 1.

This Work Authorization will be divided into four (4) distinct phases as described in Attachment 1:

IOM Work Authorization Phase A.	IOM Services for the applicable Design Contract
IOM Work Authorization Phase B.	IOM Services for the Long Slip Fill Construction Contract. (GC-01)
IOM Work Authorization Phase C.	IOM Services for the Long Slip Enhancement Construction Contract. (GC-02)
IOM Work Authorization Phase D.	IOM Services for the applicable Construction Management Services Contract.

Costs associated with each Phase will be negotiated and authorized independently to the IOM Firm determined to be the highest ranked firm. A fixed, not-to exceed cost will be established for each Phase. NJ TRANSIT reserves the right to award each phase to one (1) or more IOM Firms or the four (4) phases to one (1) IOM Firm.

NJ TRANSIT reserves the right to delete or modify any task or phase from the Scope of Services at any time during the course of the Work Authorization Request.

C. SCOPE OF WORK:

Tasks and services to be performed by the selected IOM at minimum include:

Task A – Monitoring Contractor/Vendor Compliance with Applicable Laws and Contract Requirements

1. Monitoring the Contractors, subcontractors, Consultants and subconsultants to ensure their compliance with applicable laws, regulations, codes, programs and contractual requirements.
2. Satisfying applicable FTA Federal Procurement Requirements and FTA Federal Register Notice Requirements for Oversight Monitoring Federal Register May 29, 2013 pages 32301- 32302, State of New Jersey Department of the Treasury Requirements under N.J.S.A.52:15D-2 and providing necessary investigative services as required by NJT Internal Audit Department.

Task B – Developing and Implementing Integrity Programs

1. Programs and procedures to prevent and deter fraud, corruption, conflicts of interest and illegal activity by entities doing, or seeking to do, business with NJT. Procedures shall include methods to remediate or mitigate fraud, waste, corruption and abuse.
2. Assisting with a program for facilitating the reporting of illegal and improper conduct by employees, Consultants, Contractors, customers, etc. through measures such as education and awareness, posters, leaflets, hotlines, etc.
3. Training (If Applicable) -The IOM firm shall provide fraud, waste and abuse awareness or other training as may be required by NJT.

Task C – Conducting Background Checks, Reviews of Documents and Investigations

1. Background checks of businesses, principals, officials, employees and other individuals by utilizing research of public records, databases, interviews, or other appropriate methods.
2. Review of documents, including disclosure forms, payment requests, Change Orders, invoices, certified payrolls, manifests, etc., submitted by vendors for honesty and accuracy;
3. Investigations and inquiries; including interviews, site visits, surveillances, field activities

and head counts, as well as research into public records and databases, for the prevention and detection of violations, fraudulent and/or illegal acts.

Task D – Reporting

1. Report quarterly to the State Treasurer utilizing prescribed forms as to the Project noted in Section B above under a Work Authorization in a timely manner as to activities performed in accordance with N.J.S.A.52:15D-2.
2. Report integrity monitoring activities and results periodically to NJT as required by Section D. Deliverables, below, and as may be requested by NJT.
3. Be in compliance with malfeasance and inefficiency reporting protocols developed by the State Treasurer.
4. Immediately upon making finding of a likely criminal violation or lesser degree of waste, fraud or abuse, report to New Jersey Attorney General and State Comptroller.

Task E – Preparing and Maintaining a Fraud Risk Assessment.

Provide a fraud risk assessment of the contract activities for the Project noted in Section B above including at a minimum:

- a) The identification of potential fraud, waste, abuse and/or potential criminal activity risks/ scenarios/schemes including prioritization and probability and potential impact.
 1. The IOM firm shall review all applicable design contract, construction contract(s) and construction management contract requirements and processes for susceptibility to fraud, waste, abuse and/or potential criminal activity.
- b) Specific methodology and detailed work programs/audit programs/other procedures that will be employed by the IOM firm to mitigate, minimize and/or identify fraud, waste, abuse and/or potential criminal activity for each risk/scenario/scheme identified for NJT.
- c) A detailed plan for key fraud, waste, abuse and/or potential criminal activity risks. This plan must include but not be limited to:
 - i. Prioritized fraud, waste, abuse and/or potential criminal activity risk/scenario/schemes identified in the fraud risk assessment.
 - ii. Detailed strategy for the life of the project for how each risk will be addressed.
 - iii. Deliverables for each risk.
 - iv. Level of effort (hours) needed for each risk by personnel category.
 - v. Other relevant data.
- d) Strategy and deliverables that the IOM firm will utilize to assess Consultants and Contractors compliance with DBE requirements as specified in Section F below.
- e) Specific deliverables for each work program/audit program/other procedures.

Task F – Project-wide Activities

Provide any activity that pertains to the overall conduct of IOM project initiative and may include:

1. Provide periodic project status updates to the NJT Internal Audit Department (“IAD”).
2. Attend required safety and other training as needed.
3. Preparing invoices and supporting documentation.
4. Any other project-wide activity that is directed by IAD.

Additional activities to be conducted by the IOM firm, may include, but not be limited to the following in coordination with NJT Internal Audit Department:

1. Visiting sites as to ongoing design and construction work where warranted.
2. Attending design review meetings and construction contract meetings as needed, in consultation with IAD.
3. Attending scope reviews and meetings with prospective contractors and vendors in order to ensure procurements are conducted in accordance with NJT Rules and Regulations and that a level playing field is maintained.
4. Reviewing information and activities in relation to the Long Slip Project noted in Section B above.
5. Auditing to ensure procurement compliance.
6. Taking actions to detect, investigate, prevent and remediate, waste, fraud, and abuse.
7. Making unannounced periodic headcounts of construction site workers in order to deter no-show jobs.
8. Other activities that may be defined or required by IAD.

D. DELIVERABLES

All deliverables must be in sufficient detail to allow:

1. NJT to verify and evaluate the conclusions, recommendations, plans, documentation, etc. provided.
2. NJT to assess, in its sole judgment, the quality and acceptance of deliverables provided.
3. The IOM firm, NJT or a third party to execute the detailed monitoring workplan.

The IOM firm must ensure compliance with the following:

A. Work Authorization Deliverables

At a minimum, the following deliverables will be provided to the NJT IAD Project Manager based on the approved workplan in accordance with the required timeline set forth by IAD based on the workplan. All work plans **MUST** be in the format provided in Attachment 7. Deliverables to support work will include, but not be limited to, the following:

1. Fraud Risk Mitigation Strategy and Detailed Monitoring Work Plan
2. Work papers, reports and other required documentation in the format and content required by NJT to support all work.
3. Presenting reports, findings and other results of audits, reviews, investigations and other assigned tasks, and incorporating comments provided by NJT as appropriate and resubmitting the reports as final.
4. Audits as required under the Work Authorization.
5. Other deliverables that may be defined or required.

B. Required Reports and Documents

1. Findings of potential fraud, malfeasance, or criminal activity:

Upon a finding of a likely criminal violation or lesser degree of any malfeasance, inefficiency, waste, fraud, abuse or mismanagement of funds, report written findings to the Office of the State Comptroller and the Attorney General/OSC Taskforce with a copy to NJT Auditor General **immediately** consistent with the requirements of N.J.S.A. 52:15D-2. See Attachment 2 for reporting instructions and form.

2. Weekly Status Updates

A written weekly status update will be required each Monday by noon following the prior week's work in the NJT prescribed format (to be provided upon engagement). The update will be based on a template provided by IAD which includes the following:

1. Total hours per Workplan
2. Hours by Risk Category per Workplan
3. Workpapers Provided to-date by Risk Category, Potential Fraud Risk
4. Items That Require Clarification
5. Weekly Accomplishments/Deliverables Provided
6. Risk Category/Potential Fraud Risk/Monitoring Procedures in-Progress
7. Risk Categories/Potential Fraud Risk/Monitoring Procedures Planned in the Next Two Weeks

3. Quarterly Report (Attachment 3)

On the first business day of each calendar quarter, the IOM firm shall provide to the New Jersey State Treasurer, for distribution to the New Jersey Legislature and the Governor of New Jersey, a written report detailing the IOM firm's provision of services during the three-month period second preceding the due date of the report and any previously unreported provision of services, which shall include, but not be limited to, detailed findings concerning the IOM firm's provision of services and recommendations for corrective or remedial action relative to findings of malfeasance and inefficiency. The report shall not include any information which may compromise a potential criminal investigation or prosecution or any proprietary information. The report shall include a privilege log which shall detail each denial of sensitive information that the IOM firm exercises in preparing the

report for transmission to the New Jersey Legislature and the Governor of New Jersey.

4. FTA Quarterly Report

Two weeks after the quarter ends, the IOM firm is required to provide all information as identified by NJT IAD to meet the FTA quarterly reporting requirements.

5. Time Logs

Copies (and upon request, originals) of time logs shall be maintained by the IOM and shall include information on the allocation of hours worked by the IOM and staff to the respective federally-funded programs and all other data required in order to ensure compliance with all federal requirements.

6. Requests for Information/Documents

The IOM shall submit all document and information requests to the NJT IAD via email. The email shall contain in the subject line "Document/Information Request – Project Name".

7. Close-Out Report:

In addition to other reporting requirements, prior to the expiration of the IOM Work Authorization, or on an interim basis as necessary for longer-term engagements, the IOM firm shall submit a summary report of audit findings, observations, and process recommendations and/or best practice recommendations to NJT for its review and consideration. This report shall contain findings and observations from the IOM's review of documentation, site visits, and other work that was performed during the IOM Work Authorization term. Also based on its work during the IOM Work Authorization term, the report shall contain industry best practice recommendations regarding the processes it observed. The report will be due to NJT Internal Audit three weeks after NJT IA has completed its final review and acceptance of the workpapers for the IOM WA. Due dates for interim reports will be mutually agreed upon by the parties.

E. DBE PROGRAM REQUIREMENTS FOR THE IOM FIRM

Note: NJ TRANSIT does not have a MBE, or WBE Program, and the State of New Jersey's SBE Program does not apply.

A ten percent (10%) Race Conscious DBE goal has been assigned to this project. In accordance with Article 22 and Exhibit D of NJT Contract Nos. 14-033A, 14-033B, 14-033C and 14-033D, the IOM will cooperate with NJT in meeting its commitments and goals regarding the maximum utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs shall have the maximum opportunity to compete for subconsultant work. If the ten percent (10%) DBE participation is not met on this Work Authorization; the IOM must provide a detailed explanation as to why and how the firm plans to work towards meeting this goal in addition to documented evidence of good faith effort. Technical and Cost Proposals shall specifically detail DBE participation under this Work Authorization. The Cost Proposal must also include the mandatory DBE Forms A, A-1, A-2,

B, NJUCP DBE Certification, Form D (if applicable) and Trucking Commitment Agreement (if applicable). If applicable, the Cost Proposals must also include the supplemental DBE forms AA, AA1, AA2 and BB).

F. SCHEDULE

The services to be provided by the IOM under this Work Authorization are scheduled to be completed by September 2023. The term of this Work Authorization is based upon the projected schedule of the Long Slip Project and may be amended at the discretion of NJT.

G. BACKGROUND CHECKS

IOM firm personnel assigned to this Work Authorization must provide documented evidence that they have had appropriate background checks or agree to obtain a background check prior to commencing the Work Authorization.

H. CONFLICT OF INTEREST

Integrity Oversight Monitors shall not be a firm or an affiliate thereof involved in Superstorm Sandy Program Management or in the design, preparation or delivery of Superstorm Sandy Recovery and Resiliency contracts, task orders, projects, services and programs or have any other potential or actual conflict as determined by NJT.

The vendors/contractors for the Long Slip Project which this Work Authorization applies are as follows:

Vendor	Contact
Project Manager:	NJ TRANSIT
Environmental:	BEM Environmental Services
Designer:	AECOM
Contractor GC-01:	TBD
Contractor GC-02:	TBD
Construction Manager	STV, Inc.

Upon submission of its proposal, the IOM shall provide the following information to NJT:

(1) Any anticipated or potential or suspected or actual conflicts that it may incur during the projected course of a Work Authorization are identified;

(2) Any anticipated or potential or suspected or actual conflicts with the vendors listed above;

(3) The IOM shall identify any projects, past or present, it has performed for NJ TRANSIT including the project, dates of the project, the contract number, the project supervisor, and a brief description of the scope of work.

(4) Certification (See Attachment 8) by the IOM that neither it nor any of its affiliates or subsidiaries or sub-consultants are involved in Superstorm Sandy Program Management or in the design, preparation or delivery of Superstorm Sandy Recovery and Resiliency contracts, task orders, projects, services and programs or any other involvement or activities to NJ TRANSIT or third-parties that could create a direct or indirect conflict with providing IOM services to NJT under its current IOM agreement either directly or as a member of a joint venture, partnership, or as a sub-consultants or subcontractor of any tier, attached to this Work Authorization Request.

Upon submission of its proposal, the IOM shall also ensure the following information is provided to NJT by its sub-consultants:

- (1) Any anticipated or potential or suspected or actual conflicts that it may incur during the projected course of a Work Authorization are identified;
- (2) Any anticipated or potential or suspected or actual conflicts with the vendors listed above;
- (3) Any projects, past or present, it has performed for NJ TRANSIT, including the project, dates of the project, the contract number, the project supervisor, and a brief description of the scope of work;
- (4) Certification (See Attachment 8) that the sub-consultant is not involved in Superstorm Sandy Program Management or in the design, preparation or delivery of Superstorm Sandy Recovery and Resiliency contracts, task orders, projects, services and programs or any other involvement or activities to NJ TRANSIT or third-parties that could create a direct or indirect conflict with providing IOM services to NJ TRANSIT, either directly or as a member of a joint venture, partnership, or as a sub-consultant or subcontractor of any tier, attached to this Work Authorization Request.

Throughout the term of the Work Authorization, should the IOM, or its affiliates, or subsidiaries, or sub-consultants respond to a procurement or enter into a joint venture, partnership or subcontract relationship of any tier to provide any services, such as construction management, architectural and engineering, design, project management, or other related services, the IOM must notify NJ TRANSIT immediately. The IOM also is required to consult with NJ TRANSIT where there is concern on the part of the IOM or its sub-consultant that a conflict may exist.

NJ TRANSIT will determine whether the IOM or its sub-consultant has a conflict on a case by case basis. NJ TRANSIT has the sole discretion to determine whether a conflict or potential conflict is found to have arisen by such action on the part of the IOM or its affiliates, subsidiaries, or sub-consultants. NJ TRANSIT's determination regarding any question(s) of conflict of interest shall be final. Additionally, NJ TRANSIT may take all appropriate action as it deems necessary in accordance with the terms and conditions of the Contract.

The IOM and sub-consultant personnel who are assigned to this Work Authorization will be required to maintain in confidence all information disclosed and made available by NJ TRANSIT in association with the Work Authorization. IOM Firms will be required to execute a "Confidentiality and No Conflict of Interest Certification" prior to commencing the Work Authorization.

I. CONFLICT OF INTEREST WITH FUTURE CONTRACTORS & SUB-CONTRACTORS

Vendors/contractors for the Long Slip Projects, to which the Work Authorization applies, may not be known at the time a Work Authorization is issued to the IOM. Once the vendor/contractor(s) has been identified, the IOM shall provide NJ TRANSIT with any anticipated or potential or suspected or actual conflicts that the IOM or its sub-consultant may incur during the projected course of a Work Authorization. Please refer to the chart above for the list of known and unknown vendors.

Existence of conflicts will be determined on a case-by-case basis by NJ TRANSIT. At the time that the vendor/contractor has been identified by NJ TRANSIT, and an apparent conflict of interest exists, NJ TRANSIT will discuss the matter and take any appropriate action, which may include reassignment of the Work Authorization.

J. PROPOSAL CONTENT

One (1) original and seven (7) copies of your technical proposal and one (1) original three (3) copies of your cost proposal are to be submitted no later than **2:00 p.m. on Friday, September 13, 2019** and addressed as follows:

Ms. Taishida S. Chapman
Managing Contract Specialist
NJ TRANSIT
Procurement Department
One Penn Plaza East, 6th Floor
Newark, New Jersey 07105
Re: 14-033 IOM Services for the Long Slip Project

IOM Firms are also requested to submit an electronic copy of the technical & cost proposal no later than 4:00 p.m. on Friday, September 13, 2019 to Ms. Taishida Chapman at tchapman@njtransit.com.

In order to discuss the project and to address questions, NJ TRANSIT will hold a Pre-Proposal Conference on **Thursday, August 14, 2019 at 2:00 p.m.** at NJ TRANSIT Headquarters located at Two Penn Plaza East, Newark, New Jersey 07105.

Questions or requests for clarification regarding the Assignment Request are to be submitted in writing no later than **4:00 p.m. on Thursday, August 21, 2019** and are to be submitted Ms. Taishida Chapman at tchapman@njtransit.com. Questions are to be submitted using the attached template (Attachment 4). The compilation of all questions and answers will be sent to the group prior to the Work Authorization Request response due date. Communications regarding this Work Authorization Request are to be conducted through NJ TRANSIT's Procurement Department. All other contacts are considered improper and are prohibited.

If the IOM is unable to submit a proposal because of a conflict of interest or scheduling, the IOM must provide notice to NJ TRANSIT within **five (5)** calendar days of the receipt of the Work Authorization Request.

The IOM's technical proposal must contain the following elements:

Technical Proposals shall follow the format outlined below.

1. **COVER LETTER:** The cover letter shall summarize key points of the proposal and include any introductory or explanatory remarks. The cover letter should convey an understanding of the overall contract objectives and the work required of the Consultant.
2. **QUALIFICATION OF INDIVIDUALS:** This section shall contain resumes of the key persons proposed to work on this project. Resumes shall cite formal education, professional licenses and certifications, entire work history, and training in industry skills. Specific skills and any other relevant experiences should be highlighted.

3. **QUALIFICATION OF FIRM(S) AND RELATED EXPERIENCE:** This section shall contain information about the project organizational structure of the team and the personnel required for the project. The availability of professional and technical staff for this project should be shown. Also show anticipated workload for the duration of this project taking into account resources involved with existing proposals and active projects.
4. **TEAM ORGANIZATION/RESOURCE ALLOCATION:** This section shall address the proposed management structure, manpower allocation, and assigned individuals for performing the Detailed Monitoring Work Plan.

The Consultant will identify disadvantaged owned business enterprises (DBEs) that will or may act as sub-consultants in accordance with NJ TRANSIT's established goals.

The Consultant shall certify that the listed 'key personnel' will be employed by the consultant and will be assigned to the project in the manner prescribed. The 'key personnel' identified by the consultant shall not be removed from the contract without written approval from NJ TRANSIT. Therefore, if a 'key personnel' member leaves the firm, NJ TRANSIT must be notified in writing within five (5) business days of their termination/separation.

The following information shall also be included in this section:

Team Organization and Staffing Chart showing the reporting and contractual relationships of all firms included in the proposal as well as the organization of key personnel by name, title and reporting relationship.

Detailed Monitoring Work Plan showing the number of person-hours proposed for each Task. This section shall include the detailed approach and methodology (work plan) for accomplishing the tasks detailed the scope of work. All work plans MUST be in the format provided in Attachment 7.

5. **TECHNICAL SECTION:** This section shall contain the work plan for accomplishment of the project. The work plan shall address all tasks described in this Work Authorization Request. Additional narrative on the services to be performed, which can be used to evaluate the Proposer's understanding of the objectives and overall purpose of the project, is encouraged. This section shall carefully reflect all tasks described in Section C above.
6. **DBE PROGRAM REQUIREMENTS FOR THE IOM FIRM:** The IOM Firm shall identify DBEs that will or may act as sub-consultants in accordance with NJ TRANSIT's established DBE goals.

This section shall also describe, in sufficient detail, how the IOM firm will meet its DBE requirements as prescribed in the Contract and the controls that are in place within the IOM firm to ensure compliance. DBE participation is to be highlighted and total DBE participation provided as a percentage only.

7. **SCHEDULE:** A schedule that shall identify the performance milestones and associated deliverable items to be submitted as evidence of completion of each task and/or sub-task.
8. **QUALITY ASSURANCE PLAN (QAP):** This section shall contain a summary of the Consultant's QAP outlining the process which will be followed for checking, reviewing and approving of the Consultant's work product to ensure it is consistent with NJ TRANSIT and New Jersey Department of the Treasury expectations, requirements and standards. Typical titles of responsible individuals shall be identified along with descriptions of experience and other qualifications required for these positions. A complete QAP is not required; however Consultant shall provide sufficient detail of its quality assurance program in order to permit a clear understanding.
9. **CONFLICTS:** In accordance with Section I above, an IOM firm and its sub-consultants shall provide the information identified above in Section I entitled "Conflict of Interest" and complete the Certification, attached hereto as Attachment 8.

The IOM's cost proposal must contain the following elements:

- A. Cost proposals shall be submitted in a separate, sealed envelope.
- B. Cost proposals are to be presented in a person-hour allocation format by firm, task and personnel classification for each Phase of the Work Authorization utilizing the Cost Proposal format provided in Attachment 5.

IOM Work Authorization Phase A.	IOM Services for the applicable Design Contract
IOM Work Authorization Phase B.	IOM Services for the Long Slip Fill Construction Contract. (GC-01)
IOM Work Authorization Phase C.	IOM Services for the Long Slip Enhancement Construction Contract. (GC-02)
IOM Work Authorization Phase D.	IOM Services for the applicable Construction Management Services Contract.

- C. NJ TRANSIT will only pay for straight time labor at the fully loaded rate with no overtime or night differential, i.e., NJ TRANSIT will not pay for travel, meals, lodging, commutation, overhead, profit, administration, or other expenses except as otherwise specifically provided below. Any other necessary expenses on a project basis will be at the sole discretion of NJ TRANSIT and all decisions are final. Rates shall be fully loaded and apply per job title.

There is an allowance established for reimbursement of reasonable, documented costs incurred in order to relocate staff members and managers to New Jersey where their primary residences are ninety (90) or more miles from the City of Newark, New

Jersey documented by computer mapping calculations. In such instances only costs of initial travel and move of personal property to New Jersey will be reimbursed and only where approved in writing by NJT IAD prior to move or travel occurring. No travel back and forth to primary residence during work assignment will be reimbursable; however, reasonable documented costs of transportation of assigned personnel and move of personal property will be paid upon conclusion of Work Authorizations to which staff member or manager has been assigned. Travel in relation to assigned duties shall not be reimbursable. All reimbursable travel expenses shall be in accordance with the Travel & Business Reimbursement Guidelines.

As to Subject Matter Experts (SMEs), only costs of travel and stays in hotel as well as breakfast and dinner will be reimbursable where SME attendance is required in New Jersey and has been previously approved in writing by NJT IAD for periods of 30 or fewer consecutive days. Travel in relation to assigned duties shall not be reimbursable. Stays of SMEs for more than thirty (30) days will be reimbursed for reasonable, documented relocation costs as provided above as it applies to staff members and managers. All reimbursable travel expenses shall be in accordance with the Travel & Business Reimbursement Guidelines.

- D. The Cost Proposal must also include the mandatory attached DBE Forms A, A-1, A-2, B, NJUCP DBE Certification, Form D (if applicable) and Trucking Commitment Agreement (if applicable) as detailed in Section E above. If applicable, the Cost Proposals must also include the supplemental DBE forms AA, AA1, AA2 and BB. (Attachment 6). If the ten percent (10%) DBE participation is not met on this Work Authorization; please provide a detailed explanation as to why and how the firm plans to work towards meeting this goal in addition to documented evidence of good faith effort.

K. SELECTION PROCESS

NJ TRANSIT will review the proposals and select the IOM whose proposal is most advantageous, price and other factors considered.

Oral Presentations may be required at the discretion of NJ TRANSIT. Oral Presentations, if necessary, will provide an opportunity for the firms/teams to clarify or elaborate on its written technical proposal. The Technical Evaluation Committee (TEC) will conduct the Oral Presentations. The TEC will use the Oral Presentations to confirm and/or reassess its understanding of the written technical proposals, and incorporate that information into its evaluation by revising the written technical evaluation scores accordingly. NJ TRANSIT reserves the right to assess and reassess its understanding of proposals and revise the rating and ranking of such proposals at any time prior to selection.

NJ TRANSIT will enter into negotiations with the top ranked proposer to reach an agreement on the scope of services and the fair and reasonable compensation to be paid by NJ TRANSIT. If in the opinion of NJ TRANSIT a satisfactory agreement cannot be negotiated with the top ranked proposer, NJ TRANSIT will end negotiations and initiate negotiations with the second most qualified firm. NJ TRANSIT considers all aspects of a consultant's proposal negotiable.

NJ TRANSIT will then issue a Work Authorization with a "not to exceed" clause to the engaged firm and begin the issuance of the assignment. A firm may submit pricing lower

than its original proposal price for a specific project. Any change in the scope and/or fee must have the prior written consent of NJ TRANSIT's authorized representative.

Contract award is subject to the availability of federal funding. The level and amount of work to be awarded to the Integrity Oversight Integrity Monitor is not guaranteed.

L. ADMINISTRATION OF THE CONSULTANT – STANDARD PROJECT INITIATION

Consultant activities will be managed by NJ TRANSIT's Internal Audit Department (NJT IAD) in consultation with the New Jersey Department of the Treasury, NJ TRANSIT Accountability Officer and NJ TRANSIT's authorized Procurement representative with responsibility for initiating all contractual work and the administration of and resolution of all Work Authorization items.

A. Work Authorization

Work Authorizations executed between the IOM's authorized representative and NJ TRANSIT's authorized Procurement representative is required prior to any services being provided by the Consultant. The parties agree that the signing of a Work Authorization shall be necessary to commit NJ TRANSIT to compensate the IOM for accepted work referenced therein and to commit the IOM to perform the work according to its written description, for an amount not to exceed the fee provided in the Work Authorization. Any change in the scope and/or fee must have the prior written consent of NJ TRANSIT's authorized Procurement representative. A separate Work Authorization shall be required for each assignment of the IOM.

Work Authorizations are intended to provide oversight monitoring of specific contracts from conception where practicable under the circumstances. An assigned IOM is to have its staff familiarize itself with the proposed contract scope and schedule and get to know the project management and design staff. The IOM is to become familiar with the contract to which it is assigned prior to the commencement of work. Contracts can be varied in scope and length of time. Some contracts will involve force account work and contract work at the same time and sometimes sequentially. Before actual construction work begins, IOM staff time will not be at full level. Similarly, as a contract nears completion and closeout, IOM involvement will similarly lessen. The subject matter experts to be supplied by IOM will differ from assignment to assignment and possibly during the course of a contract where nature and scope of work may vary from phase to phase.

B. Acceptance

(1) Any items which the Consultant must deliver to NJ TRANSIT as noted in a Work Authorization shall be delivered to the NJT IAD. NJT IAD will review the deliverables and shall have the right, in its sole judgment, to refuse the acceptance of any items if they do not meet the Standards of Performance established by NJ TRANSIT. Such review does not relieve the Consultant of its liability for errors and omissions.

(2) Any items which the Consultant must deliver to New Jersey Department of the Treasury as noted in a Work Authorization and/or the reporting requirements shall be delivered to the New Jersey Department of the Treasury. New Jersey Department of the Treasury will review the deliverables and shall have the right, in its sole judgment, to refuse the acceptance of any items if they do not meet the performance standards set

forth in NJ Transit Contract Nos. 14-033A, 14-033B, 14-033C and 14-033D. Such review does not relieve the Consultant of its liability for errors and omissions.

(3) If the services or any deliverables are not accepted, NJ TRANSIT has the option of terminating the Agreement, or terminating the associated Work Authorization.

(4) NJ TRANSIT and New Jersey Department of the Treasury reserve the right to seek reimbursement of all costs, expenses or damages incurred, because of any act, error or omission, neglect or negligence, or misconduct of said Consultant or its sub-consultants in the performance of the work outlined in this Agreement. In such an event, NJ TRANSIT may withhold payment pending resolution of disputed claim not to exceed the amount due under the item of dispute, but without limitation to the amount NJ TRANSIT or Treasury may seek or claim to the extent allowed by law or equity. NJ TRANSIT shall not be obligated to make any payment for work that is unsatisfactory or does not comply with the terms of this Agreement. Furthermore, the Consultant shall not receive additional compensation for the cost of redoing, correcting or otherwise revising work by reason of any act, error or omission, neglect or negligence, or misconduct of said Consultant or its sub-consultants in the performance of the work outlined in this Agreement.

C. Responsibilities

(1) NJ TRANSIT Responsibilities

NJ TRANSIT is responsible for managing and accepting the IOM's work and deliverables as well as approving its invoices.

(2) Integrity Oversight Monitor Responsibilities

IOMs are responsible for executing the work in an effective and efficient manner and to meet all requirements of the Contract including the reporting requirements as noted in Section IV. In addition, the IOM is required to provide all work directly to NJ TRANSIT Internal Audit. Any other interactions with NJ TRANSIT personnel including the execution of the contract work must be coordinated through the NJ TRANSIT Internal Audit Department with the exception of communications with the Office of Civil Rights/Business Development regarding the IOM firm's DBE program requirements.

M. ADMINISTRATION OF THE CONSULTANT - CONSULTANT TEAM CHANGES

Where the Consultant finds it necessary or prudent to vary the composition of its resources, the Consultant shall be required to submit for NJ TRANSIT and the New Jersey Department of the Treasury, as the case may be, a request for approval in advance with such information and justifications as are necessary to support the restructuring of the team. In making such changes, the Consultant must remain cognizant of all DBE participation requirements and goals as specified in the contract documents. For resources that are added, NJ TRANSIT will require a description of the resources' credentials and background. In addition, NJ TRANSIT may require an interview of the personnel.

NJT IAD and New Jersey Department of the Treasury shall have the right to pre-approve staffing and removal of particular staff members at its discretion.

If the Prime Consultant will be adding, removing and/or replacing a DBE subconsultant firm/employee on its team, it must be in accordance with Articles 4.2, 4.3 and 4.4 of NJ TRANSIT's DBE Requirements.

N. ADMINISTRATION OF THE CONSULTANT - COMPENSATION

Payment for services to be rendered under this contract shall be on an hourly fee basis with a maximum not-to-exceed cost established for each individual Work Authorization authorized in accordance with the procedures described herein, and subject to the terms and conditions established for the overall contract. Payments of invoices will be made within thirty (30) days of approval by NJ TRANSIT Auditor General or his designee. No charges for work directed by unauthorized NJ TRANSIT or New Jersey Department of the Treasury personnel shall be binding upon NJ TRANSIT, and any work performed pursuant to such authorization shall be entirely at the risk of the Consultant. Additionally, no compensation will be allowed for the revision of work which has been rejected as failing to satisfy the requirements of a specific Work Authorization. The Consultant shall use a standard invoice form detailing the particular tasks, deliverables completed, particular work completed, hours expended by personnel, cost basis and total cost, and other detailed information that may be required by NJ TRANSIT. The Consultant shall submit all itemized bills separately for each Work Authorization. Each invoice may be reviewed by NJT IAD and New Jersey Department of the Treasury as well as by the Accountability Officer, the Board's Representatives and NJ TRANSIT staff.

Monthly invoices with supporting schedules of billable hours, fees and deliverables for work performed must be issued for this Work Authorization. No travel or out-of-pocket expenses will be reimbursed unless pre-approved in accordance with NJ TRANSIT Contract No. 14-033. Payment of invoices will be contingent upon successful completion, delivery and sole acceptance of aforementioned deliverables in the form and substance required by NJ TRANSIT.

In addition to the weekly report, in order to support payment, the IOM firm must include in their billing detail a daily log of activities for each person on the Work Authorization. This includes, for each person, tasks performed by deliverable, identification of the employees or subconsultants (and their respective employees) met with, summarized work performed, all meetings attended, field visitations along with the name of employee and subconsultants (and their respective employee) in attendance, and any other information to sufficiently support billing. Billing must also include, by person, hours billed for the current period and hours billed to date and expenses billed for the current period and expenses billed to date. The above provisions also apply to all sub-consultants if employed by the IOM firm.

O. OWNERSHIP OF WORK

All work product produced by the IOM in accordance with this contract and Work Authorizations are the sole property of NJ TRANSIT. Work product includes, but is not limited to: reports, documents, analyses, worksheets, work papers, cost estimates, tapes (audio or video), correspondence, computer files/media storage/programs/data, sample lists, sign-in sheets, audits, photographs, drawings, spread sheets, graphics and all other

information resulting from or obtained during the Consultant's work performed under this contract.

P. NOTICE OF EXECUTIVE ORDER 125 REQUIREMENT FOR POSTING OF WINNING PROPOSAL AND CONTRACT DOCUMENTS

Pursuant to Executive Order No. 125, signed by Governor Chris Christie on February 8, 2013, the New Jersey Office of the State Comptroller (OSC) is required to make all approved State contracts for the allocation and expenditure of federal reconstruction resources available to the public by posting such contracts on an appropriate State website. Such contracts are posted on the New Jersey Sandy Transparency website located at:

<http://nj.gov/comptroller/sandytransparency/contracts/sandy/>

The contract resulting from this Work Authorization Request is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the Work Authorization Request, the winning proposer's proposal and other related contract documents for the above contract on the Sandy Transparency website.

In submitting its proposal, a proposer may designate specific information as not subject to disclosure. However, such proposer must have a good faith legal and/ or factual basis to assert that such designated portions of its proposal (i) are proprietary and confidential financial or commercial information or trade secrets or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the winning bidder accordingly. The State will not honor any attempt by a winning proposer to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the winning proposer's assertion of confidentiality with which the State does not concur, the proposer shall be solely responsible for defending its designation.

Q. ATTACHMENTS

- Attachment 1: Long Slip Fill and Rail Enhancement Project Information
- Attachment 2: Disaster Fraud Theft Reporting Form
- Attachment 3: Quarterly Report Template
- Attachment 4: Question Submittal Template
- Attachment 5: Cost Proposal Format
- Attachment 6: DBE Forms
- Attachment 7: Detailed Monitoring Work Plan Template
- Attachment 8: Conflict of Interest Certification

**NJ TRANSIT Contact No. 14-033
Integrity Oversight Monitoring Services
Work Authorization Request:
Superstorm Sandy Integrity Oversight Monitoring Services for Long Slip Fill and Rail
Enhancement Project**

Attachment 1: Long Slip Fill and Rail Enhancement Project Information

NJ TRANSIT Contact No. 14-033
Integrity Oversight Monitoring Services
Work Authorization Request:
Superstorm Sandy Integrity Oversight Monitoring Services for Long Slip Fill and Rail Enhancement Project

Attachment 1: Long Slip Fill and Rail Enhancement Project Information

IOM Services for the Long Slip Fill and Rail Enhancement Project will be divided into four (4) distinct phases (as outlined in Section B on page 1 above):

IOM Work Authorization Phase A.	IOM Services for the applicable Design Contract
IOM Work Authorization Phase B.	IOM Services for the Long Slip Fill Construction Contract. (GC-01)
IOM Work Authorization Phase C.	IOM Services for the Long Slip Enhancement Construction Contract. (GC-02)
IOM Work Authorization Phase D.	IOM Services for the applicable Construction Management Services Contract.

Each IOM Work Authorization phase is described below in detail:

IOM Work Authorization Phase A will include the IOM Services for the applicable Design contract. The Design Contract for the Long Slip Fill and Rail Enhancement Project is described below. (NJ TRANSIT Contract No. 16-006)

The Design Contract for the overall project scope of work was advanced in three (3) distinct design phases as follows:

- Design Phase 1. Conceptual and Preliminary Design Services
- Design Phase 2. Preparation of Final Plans, Specifications, and Estimates
- Design Phase 3. Construction Assistance

As further delineated in the design contract, each Design Phase was broken down into Tasks.

Design Phase 1. Concept and Preliminary Design/Engineering (0% - 30%)

- Task 1 Update Preliminary Design
- Task 2 Update Design Criteria
- Task 3 Civil Design
- Task 4 Building and Structures
- Task 5 Cost and Schedule
- Task 6 Supplemental Survey
- Task 7 Utility Relocation Preliminary Estimate
- Task 8 Geotechnical Investigation
- Task 9 Environmental
- Task 10 As-Directed Preliminary Design
- Task 11 Value Engineering

Design Phase 2. Final Design/Engineering (30% - 100%)

- Task 1 Design Development (60% Design)

- Task 2 Final Design (90% Complete Documents)
- Task 3 Final Design (100% Complete Documents)
- Task 4 Peer Review
- Task 5 Interagency Coordination – Final Design
- Task 6 As-Directed Final Design
- Task 7 Construction Bid Package

Design Phase 3. Construction Assistance

- Task 1 Response to Questions
- Task 2 Change Order Preparation/Evaluation
- Task 3 Shop Drawing Review and Material Approvals
- Task 4 Punchlist Inspection/Development
- Task 5 Final Inspection/Project Acceptance
- Task 6 As-built Drawings
- Task 7 Design Support

IOM Work Authorization Phase B will include IOM Services for the Long Slip Fill Construction Contract (GC-01) described below. (IFB No. 18-035X)

The Long Slip Fill portion of the Project entails the expansion of the Hoboken Rail Yard by filling the Long Slip canal.

The work for this Contract generally consists of furnishing all labor, materials, equipment, tools and incidentals necessary to construct and complete the Long Slip Fill portion of the Project, including, but not limited to, the following:

- Mobilization
- Install soil erosion and sediment control measures
- Removal of contaminated soil
- Temporary Diversion Channel for Combined Sewer Overflow (CSO)
- Installation of monitoring equipment in PATH tunnels
- Sheet Pile Cofferdam
- Extension of CSO by 1400 feet
- Relocation of water main and gas main
- Canal Closure Structure
- Fill the Canal
- Placement of surcharge overburden
- Monitoring of the settlement of the overburden

IOM Work Authorization Phase C will include IOM Services for the Long Slip Rail Enhancement Construction Contract (GC-02) described below. (IFB No. TBD)

This phase of the Project entails the enhancement of the Hoboken Rail Yard by constructing, on top of the former Long Slip canal, additional approach tracks and structures including six (6) new commuter tracks with three center-island platforms and a new passenger station with rail crew accommodations.

The work for this Contract generally consists of furnishing all labor, materials, equipment, tools and incidentals necessary to construct and complete the Project, including, but not limited to, the following:

- Mobilization
- Install soil erosion and sediment control measures
- Two (2) rail interlocking
- Rail improvements from two (2) tracks extending to six (6) tracks at new station
- Bridge Modification at Grove Street
- Proposed Bridge at Marin Boulevard
- Proposed rail viaduct from Marin Boulevard to the Long Slip fill section at proposed station.
- Electrified tracks (catenary structures)
- Proposed retaining Walls
- Three (3) center island station platforms to service six (6) new tracks
- Proposed Pedestal pit(s)
- New station and crew facility building
- Construction of proposed Site Utilities (drainage, sanitary sewer, water, gas and electric) to tie into the existing system
- Utilization of existing South Service Road and construction of North Service Road.

IOM Work Authorization Phase D will include the IOM Services for the applicable Construction Management Services contract for the Long Slip Fill and Rail Enhancement Project. The Construction Management Services Contract is described below. (NJ TRANSIT Contract No. 18-003)

Construction Management Services:

Construction Management services were requested during the design phase to minimize construction issues relating to the design, bid, and build project delivery during construction.

The requirements for the Construction Manager shall include, but are not limited to, the following:

- Constructability and staging reviews of Phase 2 Construction Contract at the completion and submittal of the 90% and 100% Design documents including Plans, Specifications, and Estimate.
- 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.

- Critical Path Method (CPM) Schedule monitoring including all Construction Contractor and Force Account work.
- Creation of the CPM master schedule to include all the Construction Contractor's CPM and Force Account and utility services tasks.
- Document Control, storage and maintenance.
- Force Account and utility work Coordination.
- Analysis and processing of Construction Contractor invoices.
- Change Order administration.
- Systems commissioning, testing, start-up, training, and revenue service.
- Assistance to the Design Consultant in preparation of the project's final as-built drawings.
- Project closeout.

**NJ TRANSIT Contract No. 14-033C
Integrity Oversight Monitoring Services
Work Authorization No. 6**

**Integrity Oversight Monitoring Services for the Long Slip Fill & Rail
Enhancement Project – Phase D - Construction Management Services
contract**

Attachment B – Cost Proposal for Fraud Risk Assessment