

**WORK ORDER #15, TO THE SCOPE OF SERVICES FOR  
ATLANTIC CITY RESILIENCE PROGRAM  
August 4, 2020**

<b>IDIQ Multiple Award Term Contract:</b>	<b>CMF-003</b>
<b>DPMC Term Contract Number:</b>	<b>J0334-00</b>
<b>Work Order Number:</b>	<b>15</b>
<b>Project Description:</b>	<b>Atlantic City Resilience Program</b>
<b>Due Date:</b>	<b>September 9, 2020</b>
<b>Total Fee:</b>	<b>Not to Exceed (NTE)</b>

**BACKGROUND/OVERVIEW**

*Atlantic City Resilience Program*

DPMC is soliciting proposals on behalf of the Department of Community Affairs (“DCA”) from the Construction Management Firms (“CMFs”), for this Work Order, under, DPMC Term Contract CMF-003 to monitor the various projects comprising the Atlantic City Resilience Program (“the Program” or “ACRP”) that have been determined to be eligible for U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant Disaster Recovery (“CDBG-DR”) funding administered by the DCA. Projects are expected to be completed prior to the end of June 2022 to allow for project closeout and for all grant funds to be expended and drawn down by the September 30, 2022 expiration of the Sandy CDBG-DR grant. On February 7, 2020 HUD approved Action Plan Amendment Number 35 (“APA 35”) that allocated \$20 million to the Program (see Attachment 2 – Action Plan Amendment 35).

To provide the technical, administrative and professional services described in this Work Order, the CMF will act as the Project Oversight Firm (POF), with oversight of the design and construction of the projects, along with the provision of independent cost estimates (ICE) as required. The CMF will proactively monitor costs, scheduling and compliance with the project requirements and compliance with Federal requirements, as enumerated in the Statement of Assurances for this term contract. The CMF will report to the DCA Project Director for this contract assignment.

The Program consists of seven (7) projects; four (4) projects involve the installation or repair of bulkheads and three (3) additional projects include the flood-proofing of the Atlantic City Town Hall and the All Wars Memorial Building, check valve inspection and repair and the replacement of traffic signals. The Project Engineer’s Scope of Work by Project is included in Attachment 4 for additional information regarding the scope of the projects. The CMF shall monitor the projects for Construction Contractor and Project Engineer compliance and monitor the progress of the projects to assure

completion of the projects in the Program within deadline. Additionally, the CMF will ensure that the Construction Contractors and Project Engineers comply with all policies and procedures for all construction projects in the State included in Executive Orders 122 and 142 issued in response to the COVID-19 pandemic.

Pursuant to HUD’s approval of APA 35, DCA and Atlantic City signed a subrecipient grant agreement (See Attachment 3 – Subrecipient Grant Agreement) whereby DCA, as HUD Grantee, allocated \$20 million in CDBG-DR grant funds to the Program. Atlantic City has procured a contractor for environmental reviews, and is procuring Project Engineers as design/engineering contractors for each project. Atlantic City expects to award contracts for five (5) projects by August. The Project Engineers will also provide construction management for their specific projects.

Due to gating factors that relate to preliminary and detailed project budgets after the completion of the environmental review phase and the design/engineering phase, respectively, DCA and Atlantic City may determine that a project or projects are unfeasible based on budget and/or timeline. Therefore, the maximum number of projects that the CMF will oversee is seven (7), but the actual number of projects could be less.

As the design/engineering firm contracts are awarded, the CMF shall meet with the design/engineering firm(s), DCA, the Atlantic City Lead Engineer (“City Engineer”) and other Atlantic City staff, as appropriate (collectively, the “Project Team”), to draft a Master Program Schedule (“Program Schedule”) for the Program.

The 7 projects are briefly defined below, with the available budget information for each included as Attachment 5.

**Program Bulkhead Projects:**

<b>No.</b>	<b>Project Description</b>	<b>Approximate Start Date of Construction</b>	<b>Approximate End Date (Close Out)</b>
1	Lower Chelsea Bulkheads	5/2021	5/2022
2	Gardner’s Basin Park Bulkheads/Dredging	5/2021	5/2022
3	South Boulevard Bulkheads	5/2021	5/2022
4	Chelsea/Ducktown Bulkheads	5/2021	5/2022

**1. Lower Chelsea Bulkhead Replacement**

This project proposes to replace existing bulkheads on long stretches of the City’s Back Bay, west of Albany Avenue, with new elevated bulkheads to prevent damage by flood inundation and wave-overtopping. These bulkheads will complete a Bayfront protection network stretching

from the Atlantic City Expressway to the City’s border with Ventnor. Atlantic City has already procured an engineering firm for this project.

**2. Gardner’s Basin Park Bulkhead Stabilization and Dredging**

Gardner’s Basin is a unique waterfront neighborhood of Atlantic City, with still untapped potential for the City. It is home to waterfront dining, shopping, marinas, the Aquarium, and other water-dependent uses. A significant section of the bulkhead is collapsing into the water presenting environmental and pedestrian risks and contributing to regular flooding. As an additional source of flooding, the stormwater outlet pipes in this neighborhood are all submerged underneath accumulated layers of mud; dredging would provide stormwater improvements. The project includes a bathymetric survey, soils testing, and dredging.

**3. South Boulevard Bulkheads**

These sections of waterfront on South Boulevard, Chelsea Heights do not have bulkheads and are subject to regular flooding at high tide that is causing significant erosion. All the property sited for bulkheads is City-owned.

**4. Ducktown-Chelsea Bayfront Bulkhead Replacement**

The Ducktown-Chelsea Bayfront is the most densely populated, low-elevation area of the City. Even a minor surge event brings street flooding to the neighborhood. The bayfront neighborhood contains many older rowhomes that experienced significant damage during Superstorm Sandy. Although some of these older structures are being replaced or elevated, the neighborhood’s viability is threatened by the lack of floodwalls and bulkheads in some waterfront sections and undersized bulkheads in others.

Properties in the vicinity of Sunset Avenue which extends from the Atlantic City Expressway to Albany Avenue are predominately residential with some interspersed commercial and recreational structures. The bulkheads that currently exist along the back bay are discontinuous. The new bulkhead system would be at least 8 feet NAVD88 and is expected to protect the area against 50-year flood conditions.

**Program Non-Bulkhead Projects:**

<b>No.</b>	<b>Project Description</b>	<b>Approximate Start Date of Construction</b>	<b>Approximate End Date (Close Out)</b>
5	Inspection & Replacement of Check Valves	5/2021	5/2022
6	Public Buildings – Dry Floodproofing	5/2021	5/2022
7	Traffic Signal Upgrades	5/2021	5/2022

**5. Inspection and Replacement of Check Valves Along the Bay**

To mitigate the impacts from tidal flooding, the City has historically installed check valves to prevent the backflow of the tidal waters into the City's stormwater system. In the back-bay area there are over 100 outflow pipes outfitted with check valves. In recent years the City has observed an increasing amount of flooding in drainage areas that utilize these valves, at or near their points of discharge. Malfunctioning and/or broken check valves are the primary culprit. The City will use CDBG-DR funds to inspect the entire drainage system, evaluate the impact from malfunctioning valves, analyze the need for additional valves where they are not now used and revise the Citywide Stormwater Flooding Engineering Study. Subsequent to the inspection and evaluation, the malfunctioning check valves will be replaced, and additional valves installed as deemed necessary during the inspection process.

#### **6. Public Building Dry Floodproofing**

Atlantic City's City Hall, including the emergency generators on the first floor, is not flood-proof. City Hall is home to the 9-1-1 dispatch system that coordinates all emergency services in the City, so the dispatch system is also vulnerable in a flood event, as was evident during Superstorm Sandy. Ensuring that the dispatch system is always operable, particularly during times of flooding, will help ensure the City's resiliency. Flood waters also damaged the All Wars Building, which Atlantic City uses as an emergency shelter. As part of the Program, Atlantic City will install steel flood walls at each door to mitigate flood damage from future storm events.

#### **7. Traffic Signal Upgrades**

Traffic signals in 27 locations throughout the City (including Ducktown, Chelsea, and the Inlet) will be replaced as part of the Program due to damage sustained from Superstorm Sandy.

### **GENERAL REQUIREMENTS**

The duration of this Work Order will not go beyond September 17, 2022 unless the grant deadline is extended. Based on the requirements pursuant to CMF 003, the CMF is tasked with providing the following services:

#### **PROJECT MANAGER**

The CMF will assign an individual as Project Manager for these projects with the appropriate project oversight and technical staff to complete the Work Order assignment scope of services. Atlantic City shall procure the services of the engineering and construction contractors with each project led by the Project Engineer. The Project Manager shall assist the City Engineer and DCA during the design phase by working cooperatively with each Project Engineer to establish a Critical Path Method ("CPM") for each project, perform schedule reviews and control, and review budget and project cost estimates to keep DCA apprised of design status. The Project Manager shall communicate with DCA on a weekly basis.

The Project Manager shall update and report on the Master Schedule monthly, or as necessary. As soon as the CMF perceives any slippage with respect to a project schedule, the CMF must promptly

notify DCA and the City Engineer. This communication will prove critical during the permit phase, which could be the most time-consuming phase of each project. The CMF shall notify DCA and the City Engineer of any issues brought to the attention of the Project Engineer by the CMF, and of the respective Project Engineer's response to each, particularly if such issues have the potential to significantly impact or jeopardize the project and Program goals and objectives. Accordingly, DCA expects the Project Manager to recommend any reallocations of funding among projects within the Program, as warranted.

The Project Manager shall be present at all meetings requested by DCA. The Project Manager is not required to be a NJ Licensed Professional Engineer but must be qualified in project oversight and compliance. If the Project Manager is not a NJ Licensed Professional Engineer, however, one must be included in the "Key Personnel" section of the bid. The Project Manager will be required to interact with and report to DCA and work in coordination with the Project Team and any auditors and integrity monitors as required. The CMF shall notify the DCA in advance of any proposed change to the Project Manager position and request the change in accordance with Contract Section 5.4.

## **SCOPE OF SERVICES**

The purpose of this Work Order is to engage a CMF to assist the DCA as the POF in monitoring construction progress and contractor compliance according to the conditions set forth in their contract and the DCA's policies and procedures. The CMF will also be responsible for the following tasks associated with overall grant program management:

- Review and comment on the schedule provided by the Project Engineer for each project that includes intermediate and major milestones;
- Monitor project progress by attending bi-weekly construction meetings during the construction phase;
- Report monthly or on an as needed basis as to project progress, major milestones planned and actual, a cost summary that includes the base contract and modifications, critical issues or potential problems that DCA and Atlantic City should know about and various other issues, as applicable;
- Advise on the reallocation of project funds within the Program, as warranted;
- Assist in the drafting, then review and monitor a preliminary CPM schedule for all construction projects in the Program conforming to the Master Schedule;
- Report monthly as to the Master Schedule, with updates and revisions;
- Prepare independent cost estimates as required;
- Review funds requests from Atlantic City for contractor reimbursement and recommend payments as required;
- Assist in problem resolution as requested;
- Compile documentation as required;
- Monitor and verify adherence to required recordkeeping practices; and
- Monitor construction labor compliance with Federal and State regulations.

Based on these requirements, the CMF is tasked with providing the following services:

### **TASK 1: Design Oversight**

The City Engineer will schedule a predesign conference with the Project Engineer and the CMF as soon as possible after the Project Engineer's contract is executed and a purchase order is issued to review the scope of the design services required by the contract. The conference should be convened before the design effort starts. The CMF's primary tasks during the design phase are as follows:

- Review project budget and prepare independent cost estimates for construction;
- Factor the project budget and schedule into the Master Schedule;
- Provide cost verification and budget monitoring and control;
- Assist in problem resolution;
- Help recommend alternate solutions when design details affect project cost or schedule; and
- Provide analysis and recommendations regarding the use of a Project Labor Agreement, if determined to be appropriate.

Formal design reviews are required at the completion of each design milestone of the project to relate the milestone achievement to the Master Schedule. Information regarding the Project Engineer's scope of work for each project is included in Attachment 4 for the CMF's use. The CMF's design review shall ensure, at a minimum:

- Cost estimates are proper and within budget;
- Projects remain within eligible scope;
- The design phase is proceeding as per project and Master schedule;
- Permit, regulatory and code compliance requirements are met;
- Documents are ready for permit review by the DCA, DEP, Atlantic City and/or applicable regulatory agency; and
- Safety and security responsibilities are clear and appropriate in the contract documents.

On a monthly basis, or more frequently if needed, the CMF shall also attend design progress meetings – either in-person or telephonically – with the Project Engineer, the City Engineer and appropriate Atlantic City staff. The CMF shall produce a written monthly progress report that incorporates relevant notes from the design review meetings, updates on the permitting process, updates on the planned versus actual schedule and any updates to individual project costs or Program costs. (See Task 2.) The CMF must raise any potential critical issues or problems and suggested solutions to DCA. The CMF, however, shall not take any action that infringes on the Project Engineer's professional and contractual responsibility to Atlantic City for the project design.

## **TASK 2: General Reporting Requirements**

In concert with the Project Engineer and the Construction Contractor (if a separate entity), the CMF shall prepare, maintain and monitor the CPM schedule that includes intermediate and major milestones for each construction project in the Program and include those benchmarks in the Master Schedule. The CMF shall attend bi-weekly construction progress meetings with the Project Engineer and the Project Team to discuss the achievement of these milestones with respect to time and cost, and to address any critical issues.

After the completion of each formal design review, the CMF shall assemble and organize the comments from the various reviewers (Project Team, Atlantic City Code Review Unit, DCA UCC Unit, DEP) or other required regulatory agency and incorporate them into the monthly progress report. The CMF shall provide monthly progress reports to the DCA on the fifteenth (15<sup>th</sup>) of each month that summarize design and construction progress for the specific projects underway, highlight areas of concern and corrective actions. The monthly report shall include, specifically:

- Master Schedule, with updates and revisions;
- Key milestones (achieved and slipped) with comments addressing each slippage and effects on the schedule;
- Percentage of construction complete and planned;
- Monthly cost status, including any contract modifications and claims summaries;
- Problems with labor monitoring reviews, discrepancies with invoices, problems that warrant the withholding of reimbursement funds and any other significant issues, whether resolved or pending, with potential solutions; and
- Suggested modifications to individual projects and/or reallocation of funds within the Program. .

The CMF shall also certify that the Project Engineer has implemented a safety oversight program that complies with all governmental, insurance and union requirements.

## **TASK 3: Payment Review**

The CMF shall review and provide the DCA with written recommendations on each request for funds presented to DCA by Atlantic City for reimbursement of Program costs. After completing review of the deliverables, within two (2) business days of receipt, the CMF shall convey to the DCA a brief written statement that conveys the following:

- Verify that each payment is consistent with all applicable Federal, State, and Local laws, and that there is no duplication of benefits, process or payment errors, disallowable costs, waste, fraud, abuse, malfeasance or mismanagement of funds;
- Confirm all required project deliverables are submitted, accurate, and complete;
- Confirm that all documents and records required to be submitted by the Project Engineers are uploaded to the system of record, the Storm Integrated Recovery Operations and Management System (SIROMS), in a manner consistent with program

- policies and procedures;<sup>1</sup>
- Note any deficiencies associated with each request for funds;
  - Make recommendations as to how to improve or correct deliverables; and
  - The CMF may be required to expedite the processing of the payments to meet the requirements of the State's Prompt Payment Act and to avoid incurring interest charges on late payments.

#### **TASK 4: Provide Independent Cost Estimates (ICE)**

The CMF shall provide, at the request of the DCA, an ICE based on the scope of services required for the construction of each project and any subsequent change orders that the Construction Contractor may present. The ICE will estimate the costs of a given project or task and must be prepared by the CMF's cost estimator or a New Jersey-Licensed Professional Engineer. These ICE (s) shall be complete with the number of hours needed for each task broken down by pay grade, task allowances, hourly rates, total costs etc. The ICE will serve as a comparison to evaluate the cost or fee proposal from the Construction Contractor. The CMF shall evaluate discrepancies between the ICE and the cost proposal; the ICE may form the basis for negotiations between DCA and the Construction Contractor.

The CMF shall establish a uniform procedure for reviewing, analyzing, and assessing the proposed costs submitted by the Construction Contractor and comparing it to the ICE. This process shall also be utilized if, during the construction process, the Construction Contractor determines that unforeseen circumstances necessitate a change order that will raise the cost of the project. If it appears that the proposed cost of the change order may exceed the project budget, the CMF shall also recommend corrective actions such as project revisions or reallocations within the Program. The CMF shall also be responsible for a cost reasonable analysis which will explain any remaining differences between the ICE and the fee proposal.

#### **TASK 5: Master Project Schedule**

In developing the Master Schedule for all contracts to be completed by the close of June 2022, unless the grant expiration date is amended by HUD, the CMF shall use Microsoft Project 2010 or newer or may use Microsoft Excel if a prototype schedule is deemed acceptable by the Project Director.

The CMF shall submit updates to the Master Schedule in conjunction with the Task 2 monthly progress reports by the 15th of the next month.

The CMF shall review the initial and final network schedules submitted by the Project Engineers and, in concert with the City Engineer, make recommendations for acceptance, revision or rejection by DCA. The CMF must constantly compare actual project progress to planned progress and take into

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<sup>1</sup> The Storm Integrated Recovery Operations and Management System (SIROMS) Document Library is a Microsoft SharePoint document library developed and maintained by the NJ Department of Community Affairs Sandy Recovery Division as the system of record for this CDBG-DR grant. Therefore, all contractors must use the document library.



consideration time-sensitive activities such as progress payments, receipt of submittals and others.

Because delays are almost inevitable, the CMF must notify DCA as soon as problems are predicted. If a delay is identified during construction, the CMF must report the delay to DCA in writing, along with an assessment of the impact of the delay and whether it is excusable or not. The CMF must also recommend an appropriate course of action to overcome or mitigate the delay. If the delays continue and the Project Engineer is not cooperating, the CMF may recommend the use of any available and appropriate contract enforcement mechanisms, such as liquidated damages or retainage withholding.

Additionally, the CMF shall prepare a forecast for grant fund utilization through September 2022 for grant fund reimbursement and project delivery and extending through December 2022 to reflect recordkeeping costs. The CMF shall also review, analyze and comment on the overall project budget and status in order to identify and to minimize shortfalls that have the potential to significantly impact or jeopardize the Program goals and objectives or the Master Schedule. Again, the total budget for the Program is \$20 million.

#### **TASK 6: Statement of Assurances Compliance**

The CMF is expected to be familiar with all HUD reporting and submission requirements, including, but not limited to: Davis-Bacon and related Acts, Hatch Act, Section 3, lead-based paint and the Uniform Relocation Act. These requirements are outlined in the Statement of Assurances document (Attachment 1). If requested by DCA, the CMF shall opine on bid packages and processes, construction and professional services contracts, invoices and payroll to ensure compliance with all the requirements outlined in the Statement of Assurances document and each Project Engineer's and Construction Contractor's contract requirements.

In addition, the CMF agrees to comply with all applicable Federal CDBG-DR laws, guidelines and standards in a manner satisfactory to the State and HUD. To the extent that the CMF utilizes any subconsultants or subcontractors, the CMF shall require and ensure that each subconsultant/subcontractor complies with all applicable federal CDBG-DR laws, guidelines and standards; any subcontracts entered into by the CMF shall set forth these requirements. The CMF also agrees to comply with all applicable Federal cross-cutting statutes and regulations, subject to waivers cited in the Federal Register, Docket No. FR-5696-N-01 (March 5, 2013) (Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving CDBG-DR funds in Response to Superstorm Sandy), and all other waivers granted by HUD. The failure to list herein a legal requirement applicable to services performed by the CMF does not relieve the CMF from complying with that requirement.

#### **TASK 7: Meetings and Conference Calls**

In order to stay informed on the day-to-day progress of the project, the CMF Project Manager and/or other appropriate personnel will be expected to attend meetings in various locations throughout the State. Most meetings will be held in either Atlantic City or Trenton. The CMF and/or other appropriate personnel will be expected to participate in conference calls regarding the project. These meetings or

conference calls will be regularly scheduled, and additional meetings and/or conference calls may be scheduled as necessary as issues arise during the various stages of the projects. Reimbursement for vehicle miles travelled will be at the federal reimbursement rate.

### **TASK 8: Project Closeout**

The CMF shall schedule and coordinate the final inspection with the DCA, the City Engineer and the Project Engineer. The CMF shall compile and then track the “punch list” for any deficiencies that need to be corrected. Once the punch-list items are corrected, the CMF shall ensure that all construction contract requirements are met and completed and that the Project Engineer and Construction Contractor have complied with the Statement of Assurances, before deeming the project completed and recommending the start of the contract closeout process to the DCA and the rest of the Project Team.

### **PAYMENT PROCESS**

CMF invoices shall be submitted on a monthly basis and entered into SIROMS. Invoices must include all required information, signatures and supporting documentation prior to acceptance, approval and processing by DCA Finance and final approval by DCA Fiscal.

### **PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES**

If DCA and/or DPMC detect weaknesses, gaps, or errors in CMF’s services or any CMF deliverable pursuant to this Work Order, the CMF must implement any corrective measures imposed by DCA and/or DPMC to address any weaknesses, gaps, or errors.

The CMF must provide all deliverables and complete all tasks/subtasks within the time frames specified herein. The CMF must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any deliverable, task or subtask called for to be completed on a date certain.

Late delivery will harm not only Atlantic City, but it could harm the State, as well. APA 35 gives the State and Atlantic City flexibility with respect to the number of projects completed in the Program, but if the \$20 million allocation is not spent by the deadline, the State may have to return the unspent funds to HUD. If the CMF cannot provide any deliverable or complete any task or subtask required to be delivered or completed by a specified date, the CMF agrees to be liable to the State for the sum of \$500.00 per workday that such deliverable, task, subtask or work remains incomplete following the date specified in this Work Order. The parties agree that such sum represents a good faith effort to estimate the actual damage that will probably ensue from a delay and that such sum constitutes liquidated damages and not a penalty.

The State shall have the sole discretion to allow a grace period or toll the time periods for any failure by the CMF to meet designated schedules and completion dates. If no time frame is specified herein or the deliverable is considered non- critical, both parties will mutually agree to a reasonable delivery

date so as not to adversely impact the project. If the State assesses liquidated damages, it may deduct those liquidated damages from any payment made to the CMF.

**Attachments**

- Attachment 1 Statement of Assurances
- Attachment 2 Action Plan Amendment 35
- Attachment 3 Subrecipient Agreement
- Attachment 4 Project Engineer's Scope of Work by Project
- Attachment 5 Preliminary Project Budgets

# **ATTACHMENT 1**

## **STATEMENT OF ASSURANCES**

### **ADDITIONAL FEDERALLY FUNDED AGREEMENT PROVISIONS APPLICABLE TO COMMUNITY DEVELOPMENT BLOCK GRANT- DISASTER RECOVERY FUNDED PROJECTS**

The purpose of this Statement of Assurances is to list requirements applicable to programs funded in whole or in part by Community Development Block Grant-Disaster Recovery ("CDBG-DR") funds received from the U.S. Department of Housing and Urban Development ("HUD"). Not all of the requirements listed herein may apply to activities or work under the Agreement.

Contractor agrees to comply with all applicable federal CDBG-DR laws, guidelines and standards in a manner satisfactory to the State of New Jersey and HUD, including all administration and compliance requirements set forth by this Statement of Assurances. To the extent that Contractor utilizes any subcontractors, consultants or other third parties to supply goods or perform services in connection with the Agreement activities and paid with CDBG-DR funds, Contractor shall require and ensure that each contractor, consultant or other third party comply with all applicable federal CDBG-DR laws, guidelines and standards; any subcontracts entered into by such third parties shall set forth these requirements.

The failure to list herein a legal requirement applicable to activities undertaken by Contractor does not relieve Contractor from complying with that requirement.

The Contractor hereby agrees that:

- A. Contractor and its agents, employees, assigns, Subrecipients, contractors, subcontractors or other third parties receiving funds for CDBG-DR Programs under the Agreement shall be responsible for complying with all applicable CDBG-DR Program and CDBG regulations, guidelines and standards in a manner satisfactory to the State and the U.S. Department of Housing and Urban Development ("HUD"), including all administration and compliance requirements set forth by this Statement of Assurances.
- B. It shall require that each subrecipient, subconsultant/subcontractor as a condition for receiving CDBG-DR Program funding reimbursement, comply with all applicable federal CDBG-DR laws, guidelines and standards specified in this and the other appendices to the Agreement. Every CDBG-DR funded agreement entered into by Subrecipient shall set forth these requirements.

- C. Contractor agrees to comply with all applicable Federal regulations pertaining to CDBG-DR Cross-cutting statutes and regulations, subject to waivers cited in the Federal Register / Vol. 78, No. 43 / Tuesday, March 5, 2013, Department of Housing and Urban Development, [Docket No. FR-5696-N-01] Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving CDBG - DR funds in Response to Superstorm Sandy, as supplemented by additional applicable Notices published by HUD in the Federal Register.
- D. It agrees to comply with the requirements of Title 24 of the CFR, Part 570 (HUD regulations concerning Community Development Block Grants).

The failure to list herein a legal requirement applicable to services performed by Subrecipient does not relieve Subrecipient from complying with that requirement.

#### **A. GENERAL PROVISIONS**

1. Under provisions of the Hatch Act that limit the political activity of employees and HUD regulations governing political activity (24 CFR 570.207), CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.
2. No federally appointed funds shall be used for lobbying purposes regardless of level of government, in accordance with 2 CFR 200.450.
3. HUD rules prohibit the use of CDBG funds for inherently religious activities, as set forth in 24 CFR 570.200(j), except for circumstances specified in the Department of Housing and Urban Development Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving CDBG Disaster Recovery Funds in Response, 78 FR 14329 (March 5, 2013).
4. HUD rules impose drug-free workplace requirements in Subpart B of 2 CFR part 2429, which adopts the government-wide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988.
5. Citizens will be provided with an appropriate address, phone number, and times during which they may submit complaints regarding activities carried out utilizing these CDBG-DR funds. The State will provide a written response to every citizen complaint within fifteen (15) working days of the complaint.

B. **PERSONALLY IDENTIFIABLE INFORMATION:** To the extent the Contractor receives personally identifiable information, it will comply with the Privacy Act of 1974 and HUD rules and regulations related to the protection of personally identifiable information. The term “personally identifiable information” refers to information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, etc., either alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc. See 2 CFR 200.79 & OMB M-07-16. Contractor shall require all persons that have access to personally identifiable information (including subcontractors/subconsultants and their employees) to sign a Non-Disclosure Agreement.

C. **FINANCIAL MANAGEMENT AND PROCUREMENT**

1. To the extent applicable, Contractor shall adhere to the principles and standards governing federal grant distribution as set forth in the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200).
2. Contractor shall comply with all applicable laws pertaining to financial management, including 2 CFR Part 180 and 2 CFR Part 2424, which prohibit the making of any award or permitting any award (sub grant or contract) at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. To the extent that it uses subcontractors or subconsultants, Contractor must verify that none of them are on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with Executive Orders 12549 and 12689, “Debarment and Suspension,” as set forth at 2 CFR Part 2424. No Contractors or Subcontractors that are on the List may receive any CDBG funds.
3. Conflict of interest rules, as set forth in 24 CFR 570.489, 24 CFR 570.611, and 2 CFR 200.112, apply. Contractor shall disclose in writing any potential conflict of interest to DCA.
4. To the extent applicable, Contractor shall comply with 24 CFR Part 570 regarding the management and disposition of cash, real and personal property acquired with CDBG-DR funds.
5. To the extent applicable, Contractor shall comply with 24 CFR 570.489(j) regarding change of use of real property. These standards apply to real property within its control (including activities undertaken by subcontractors/subconsultants). These standards apply from the date CDBG-DR funds are first spent until five years after the close-out of the Program.

D. **RECORDS AND RECORDS RETENTION**

In accordance with 2 CFR 200.333, 24 CFR 570.502 and 570.506, Contractor shall retain financial records, supporting documents, statistical records, and all other records pertinent to this Agreement.

In accordance with the State Records Committee's General Schedule, the retention period shall be no less than seven (7) years after termination of grant or receipt of award. Notwithstanding the above, if any litigation, claim, or audit pertaining to the Agreement is started before the expiration of the applicable retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required retention period, whichever is later.

1. Contractor shall provide the State and HUD, including their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the Contract and the use of CDBG funds.

**E. FEDERAL LABOR STANDARDS:** *To the extent applicable, Contractor shall comply with Federal Labor Standards, including:*

1. Section 110 of the Housing and Community Development Act of 1974, 42 U.S.C. §5310, 24 CFR §570.603 and HUD Handbook 1344.1 Federal Labor Standards Requirements in Housing and Urban Development Programs, as revised, which require that all laborers and mechanics (as defined at 29 CFR §5.2) employed by Contractor (including its subcontractors/subconsultants) in connection with construction contracts over \$2,000, are paid wages at rates not less than those prevailing on similar construction in the locality as per the Davis-Bacon Act (40 U.S.C. §3141 et seq.), as amended; except that these requirements do not apply to the rehabilitation of residential property if such property contains less than 8 units;
2. The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts of \$100,000 or greater be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work-week, and projects must comply with safety standards;
3. The Federal Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring that covered nonexempt employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;
4. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3), which apply to contracts and subcontracts for construction, prosecution, completion, or repair of public buildings, public works or buildings, or works financed in whole or in part by Federal loans or grants, and requires payment of wages once a week and allows only permissible payroll deductions;
5. Department of Labor regulations in parallel with HUD requirements above:



- a. 29 CFR part 1: Procedures for Predetermination of Wage Rates
  - b. 29 CFR part 5: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also, Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)
  - c. 29 CFR part 6: Rules of Practice for Administrative Proceedings Enforcing Labor Standards In Federal and Federally Assisted Construction Contracts and Federal Service Contracts
  - d. 29 CFR part 7: Practice Before the Administrative Review Board With Regard to Federal and Federally Assisted Construction Contracts.
6. All applicable Federal Labor Standards provisions set forth in form HUD-4010. Consultant/Contractor will ensure that form HUD-4010 is included in all bid packages and subcontracts entered into with contractors, consultants, or other third parties to supply goods or perform services in connection with the Contract activities and paid with CDBG-DR funds.

**F. SECTION 3 REQUIREMENTS**

1. *To the extent applicable*, Contractor shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (“Section 3”). Section 3 is intended to encourage recipients of HUD funding to direct new employment, training, and contracting opportunities to the greatest extent feasible to low-and very low-income persons, and to businesses that employ these persons, within their community. Section 3 applies to grantees and Subrecipients that receive assistance exceeding \$200,000 in certain types of HUD funding, including CDBG funding, and to contractors and subcontractors that enter into contracts in excess of \$100,000 funded by certain types of HUD funding, including CDBG funds, for any activity that involves housing construction, rehabilitation, and demolition, or other public construction. A guide to Section 3 applicability and compliance requirements is located at HUD’s website, [http://portal.hud.gov/hudportal/HUD?src=/program/offices/fair\\_housing\\_equal\\_opp/section3/section3](http://portal.hud.gov/hudportal/HUD?src=/program/offices/fair_housing_equal_opp/section3/section3), under Frequently Asked Questions (FAQs).
2. **Pursuant to 24 CFR 135.38, the following language shall be included in all contracts and subcontracts:**
  - a. *The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.*

- b. *The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.*
- c. *The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.*
- d. *The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.*
- e. *The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.*
- f. *Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.*
- g. *With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).*

## **G. FAIR HOUSING AND NON-DISCRIMINATION**

1. To the extent applicable, Contractor shall comply with the following fair housing and non-discrimination laws. Any act of unlawful discrimination committed by Contractor or failure to comply with applicable laws shall be grounds for termination of the Contract.
  - a. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §200d *et seq.*, and the regulations issued pursuant thereto (24 CFR Part 1 ), which provide that no person in the United States shall on the grounds or race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which it receives federal financial assistance and shall immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to it this assurance shall obligate it , or in the case of any transfer of such property, and transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.
  - b. Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601 3619), and its implementing regulations, which require administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Title VIII further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.
  - c. Title II of the Civil Rights Act of 1968 (25 U.S.C. 1301-1303), and its implementing regulations, which prohibit discrimination because of race, color, religion, or natural origin in certain places of public accommodation.
  - d. Architectural Barriers Act (ABA) of 1968, 42 U.S.C. 4151 *et seq.*, and its implementing regulations. The ABA requires access to buildings designed, built, altered, or leased by or on behalf of the federal government or with loans or grants, in whole or in part, from the federal government. As used in the ABA, the term “building” does not include privately owned residential structures not leased by the government for subsidized housing programs.
  - e. Title IX of the Education Amendments Act of 1972, 20 U.S.C. 1681 *et seq.*, which prohibits discrimination on the basis of sex in any federally funded education program or activity.
  - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, and its implementing regulations, which provide that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation, denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance.
  - g. Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794d, and its implementing regulations, which require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities,

and applies to all federal agencies when they develop, procure, maintain or use electronic and information technology.

- h. Section 109 of Title I of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973, as amended, and prohibits discrimination based on age as provided under the Age Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR 6.
- i. Section 104(b)(2) of the Housing and Community Development Act of 1974, 42 U.S.C. 5304(b), which requires communities receiving community development block grants to certify that the grantee is in compliance with various specified requirements.
- j. Age Discrimination Act of 1975, 42 U.S.C. 6101 *et seq.*, and its implementing regulations, which prohibit discrimination on the basis of age in programs and activities receiving federal financial assistance.
- k. Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12131 *et seq.*, as amended by the ADA Amendments Act of 2008, and its implementing regulations, which prohibits discrimination against people with disabilities by public entities, which includes any state or local government and any of its Departments, agencies or other instrumentalities.
- l. Housing for Older Persons Act of 1995 (“HOPA”) (42 U.S.C. 3607), which governs housing developments that qualify as housing for persons age 55 or older.
- m. Accessibility requirements contained in Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12181 *et seq.*).
- n. Executive Order 11063: Equal Opportunity in Housing, November 20, 1962, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertain to equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.
- o. Executive Order 11246 (Johnson), September 24, 1965, as amended by Executive Order 11375 (Johnson), October 13, 1967, as amended by Executive Order 13672 (Obama), July 21, 2014, which prohibit discrimination in employment on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. Further, contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to insure that equal opportunity is provided in all aspects of their employment, including, but not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
- p. Executive Order 12086: Consolidation of contract compliance functions for equal employment opportunity, October 5, 1978.

- q. Executive Order 12892: Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing, January 17, 1994.
- r. Executive Order 12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, February 11, 1994.
- s. Executive Order 13166: Improving Access to Services for Persons with Limited English Proficiency (LEP), August 11, 2000, and Federal Register Notice FR-4878-N-02 (available online at <http://www.gpo.gov/fdsys/pkg/FR-2007-01-22/pdf/07-217.pdf>), which require recipients of federal financial assistance to ensure meaningful access to programs and activities by LEP persons. (The State's Language Access Plan (LAP) is available online at [http://www.renewjerseystronger.org/wp-content/uploads/2014/08/NJ-DCA-LAP\\_Version-1.0\\_2015.01.14-for-RenewJerseyStronger.pdf](http://www.renewjerseystronger.org/wp-content/uploads/2014/08/NJ-DCA-LAP_Version-1.0_2015.01.14-for-RenewJerseyStronger.pdf)).
- t. Executive Order 13217: Community-Based Alternatives for Individuals with Disabilities, June 19, 2001.
- u. Executive Order 13330: Human Service Transportation Coordination, February 24, 2004.
- v. Implementing regulations for the above:
  - i. 24 CFR part 1: Nondiscrimination in Federally Assisted Programs of HUD.
  - ii. 24 CFR part 3: Nondiscrimination on the Basis of Sex in Education Programs or Activities receiving Federal Financial Assistance.
  - iii. 24 CFR 5.105: Other Federal Requirements.
  - iv. 24 CFR part 6: Nondiscrimination in Programs, Activities Receiving Assistance under Title I of the Housing and Development Act of 1974.
  - v. 24 CFR part 8: Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development.
  - vi. 24 CFR 50.4(l) and 58.5 (j): Environmental Justice.
  - vii. 24 CFR 91.225(a)(1): Affirmatively Furthering Fair Housing.
  - viii. 24 CFR 91.325(a)(1): Affirmatively Furthering Fair Housing.
  - ix. 24 CFR 91.325(b)(5): Compliance with Anti-discrimination laws.
  - x. 24 CFR 91.520: Performance Reports.
  - xi. 24 CFR part 100 – part 125: Fair Housing.
  - xii. 24 CFR part 107: Non-discrimination and Equal Opportunity in Housing under Executive Order 11063 (State Community Development Block Grant Grantees).
  - xiii. 24 CFR part 121: Collection of Data.
  - xiv. 24 CFR part 135: Economic Opportunities for Low- and Very Low-Income Persons.
  - xv. 24 CFR part 146: Non-discrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance.
  - xvi. 24 CFR 570.206(c): Fair Housing Activities.
  - xvii. 24 CFR 570.487(b): Affirmatively Furthering Fair Housing.
  - xviii. 24 CFR 570.487(e): Architectural Barriers Act and Americans with Disabilities Act (State Community Development Block Grant Grantees).
  - xix. 24 CFR 570.490(a)-(b): Recordkeeping requirements.
  - xx. 24 CFR 570.491: Performance Reviews and Audits.
  - xxi. 24 CFR 570.495(b): HCDA Section 109 nondiscrimination.

- xxii. 24 CFR 570.506(g): Fair Housing and equal opportunity records.
- xxiii. 24 CFR 570.601: Affirmatively Further Fair Housing.
- xxiv. 24 CFR 570.608 and Part 35: Lead-Based Paint.
- xxv. 24 CFR 570.614: Architectural Barriers Act and Americans with Disabilities Act.
- xxvi. 24 CFR 570.904: Equal Opportunity and Fair Housing Review
- xxvii. 24 CFR 570.912: Nondiscrimination compliance

## **H. CONTRACTING WITH SMALL AND MINORITY FIRMS AND WOMEN'S BUSINESS ENTERPRISES**

1. Contractor shall take all necessary affirmative steps to ensure contracting opportunities are provided to small, minority-owned, woman-owned, and veteran-owned businesses, and labor area surplus firms. As used in this contract, the terms "minority-owned business," "women-owned business," and "veteran-owned business" means a business that is at least fifty-one percent (51%) owned and controlled by minority group members, women, or veterans. For purposes of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Native Americans. Consultant may rely on written representations by businesses regarding their status as minority, women and veteran businesses in lieu of an independent investigation.

2. Affirmative steps shall include:

- a. Placing qualified small and minority-, veteran- and women-owned businesses on solicitation lists;
- b. Ensuring that small and minority-, veteran- and women-owned businesses are solicited whenever they are potential sources, for goods and/or services required in furtherance of the Contract;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority-, veteran- and women-owned businesses;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority-, veteran- and women-owned businesses; and
- e. Using the service and assistance, as appropriate, of organizations such as the Small Business Administration, and the Minority Business Development Agency of the U.S. Department of Commerce; and
- f. Requiring the subcontractor, if subcontracts are to be let, to take the affirmative steps listed in subparagraphs (a) through (e) of this section.

## **I. ENVIRONMENTAL REGULATORY COMPLIANCE**

*To the extent applicable*, Contractor must comply with HUD regulations found at 24 CFR Parts 50 and 58, implementing the National Environmental Policy Act ("NEPA"),

42 U.S.C. §4321 *et seq.*, and other Federal environmental requirements, including but not limited to:

1. Floodplain management and wetland protection:
  - a. Executive Order 11990, Protection of Wetlands (May 24, 1977) (42 FR 26961), 3 CFR, 1977 Comp., p. 121, as interpreted by HUD regulations at 24 CFR 55, particularly sections 2 and 5 of the order;
  - b. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 CFR part 55, particularly section 2(a) of the order;
2. The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. §§1456(c) and(d));
3. In relation to water quality:
  - a. Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution;
  - b. The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) *et seq.* and U.S.C. §349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial assistance can be entered into for any project which the U.S. Environmental Protection Agency (“EPA”) determines may contaminate an aquifer which is the sole or principal drinking water source for an area (40 CFR 149); and
  - c. The Federal Water Pollution Control Act of 1972, as amended, including the Clean Water Act of 1977, Public Law 92-212 (33 U.S.C. §1251, *et seq.*) which provides for the restoration and maintenance of the chemical, physical and biological integrity of the nation’s water.
4. Endangered Species Act of 1973 (16 U.S.C. §1531 *et seq.*), as amended, particularly section 7 (16 U.S.C. §1536);
5. The Fish and Wildlife Coordination Act of 1958, as amended;
6. Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 *et seq.*), particularly sections 7(b) and (c) (16 U.S.C. §1278(b) and (c));
7. Executive Order 11738 (Nixon), Sept. 10, 1973, providing for administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans, and EPA regulations (40 CFR 15);
8. The Clean Air Act of 1970 (42 U.S.C. § 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)), and 40 CFR 6, 51, 93, which prohibits engaging in, supporting in any way, providing financial assistance for, licensing or permitting, or approving any activity which does not conform to State or Federal implementation plans for national primary and secondary ambient air quality standards.
9. The Farmland Protection Policy Act of 1981, 7 U.S.C.A. §4201 *et seq.*, particularly sections 1540(b) and 1541 (7 U.S.C. §4201(b) and §4202), and Farmland Protection Policy, 7 CFR 658, which require recipients of federal assistance to minimize the

extent to which their projects contribute to the unnecessary and irreversible commitment of farmland to nonagricultural uses;

10. Noise abatement and control requirements at 24 CFR 51B;
11. Explosive and flammable operations requirements at 24 CFR 51C;
12. Requirements at 24 CFR 58.5(i) relating to toxic chemicals and radioactive materials;
13. Environmental Justice, Executive Order 12898—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, February 11, 1994 (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

## **J. EQUAL EMPLOYMENT OPPORTUNITY**

1. All federally assisted construction contracts must include the equal opportunity clause provided under 41 CFR §60-1.4(b). Federally assisted construction contracts include any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the federal government. Construction work is defined as “the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.” 41 CFR §60-1.3.
2. **Pursuant to 41 CFR §60-1.4(b), the following language shall be included in all federally assisted construction contracts and subcontracts:**

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

*(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.*

*(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.*



(3) *The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.*

(4) *The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*

(5) *The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*

(6) *The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*

(7) *In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*

(8) *The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in*

*the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.*

# ATTACHMENT 2

# New Jersey Department of Community Affairs

## SUPERSTORM SANDY COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY

Public Law 113-2; January 29, 2013  
FR-5696-N-01; March 5, 2013  
FR-5696-N-06; November 18, 2013  
FR-5696-N-11; October 16, 2014



### **ACTION PLAN AMENDMENT NUMBER 35 SUBSTANTIAL AMENDMENT**

- **Transferring Funds to the Atlantic City Resilience Program**
- **Creation of a Special Purpose Revolving Loan Fund**
- **Clarification on the Substantial Amendment Cap**

PUBLIC COMMENT PERIOD: November 18 to December 18, 2019  
DATE SUBMITTED TO HUD: January 8, 2020, Resubmitted January 16, 2020  
DATE APPROVED BY HUD: February 7, 2020

Philip D. Murphy  
Governor

Lt. Governor Sheila Y. Oliver  
Commissioner



## SECTION 1: OVERVIEW

New Jersey (State) received approval from the U.S. Department of Housing and Urban Development (HUD) for the State's Community Development Block Grant-Disaster Recovery (CDBG-DR) Action Plan on April 29, 2013. The Action Plan described the State's allocation of \$1,829,520,000 of first round CDBG-DR funds allocated by HUD to support New Jersey recovery efforts. As Grantee, the Department of Community Affairs (DCA) was chosen to administer the CDBG-DR grant. Since that time, HUD has approved thirty-four amendments to the Action Plan, including Substantial Amendment Number 7, which detailed the allocation of \$1,463,000,000 of second round CDBG-DR funds across the recovery programs, and Substantial Amendment Number 11, which described the allocation of \$501,909,000 of the third (and final) round of CDBG-DR funds intended to address unmet recovery needs.

This **Action Plan Amendment Number 35 (APA 35)** is considered a substantial amendment according to the definition stipulated in the March 5, 2013 HUD [Federal Register Notice 5696-N-01](#) and in accordance with the State's Citizen Participation Plan because it involves a reallocation of more than \$1,000,000 of CDBG-DR funds.

This Amendment is available in English and Spanish through DCA's website at <http://www.renewjerseystronger.org>, and can be obtained by email to [sandy.recovery@dca.nj.gov](mailto:sandy.recovery@dca.nj.gov) (Subject: APA 35) or by contacting Sandy Recovery Division Constituent Services at 609-292-3750. To obtain a translated copy in a language other than Spanish, please call 1-855-SANDYHM (1-855-726-3946). When the agent answers the line, inform them of the requested language. For hearing-impaired users, Text Telephone Service is available at (TTY/TDD) 609-984-7300 or 1-800-286-6613.

The public comment period for Action Plan Amendment 35 was open from 9:00 a.m. on November 18th to 5:00 p.m. on December 18th. Per HUD requirements, a public hearing was held during the comment period on November 26th from 5:00 p.m. to 7:00 p. m. at the following location:

Stockton University Atlantic City  
Academic Center, Fannie Lou Hamer Event Room  
3711 Atlantic Ave.  
Atlantic City, NJ 08401

The State reviewed the public comments provided during the comment period. All comments received equal consideration regardless of whether they were submitted by email, U.S. mail, or in person at the public hearing. Per HUD guidelines, the State has synthesized the public comments received through this process. The comments and written responses prepared by the State are provided in Section 4.

## SECTION 2: FUNDING TRANSFERS

Through this Amendment, the State proposes to transfer \$20 million in Community Development Block Grant-Disaster Recovery (CDBG-DR) funds to create the Atlantic City Resilience Program. Additionally, the State proposes to create a special purpose revolving loan fund for the purpose of supporting existing CDBG-DR programs, as well as other ongoing and future mitigation efforts. Lastly, per [84 FR 4386 \(February 29, 2019\)](#), the State of New Jersey proposes to change the substantial amendment threshold amount to \$10 million.

### Transfer of Funds to the Atlantic City Resilience Program

Program	Activity Previous Allocation	Amount of Transfer	Activity Revised Allocation
Blue Acres Buyout Program	\$157,056,576	(-)\$20,000,000	\$137,056,576
Atlantic City Resilience Program	\$0	(+)\$20,000,000	\$20,000,000

### Atlantic City Resilience Program

The Atlantic City Resilience Program (“Program”) will repair and replace infrastructure that sustained damage due to Superstorm Sandy (“Sandy”). DCA has determined that each project in the Program is CDBG-DR eligible.

While the funds will address unmet needs remaining in the wake of Superstorm Sandy, on a longer-term basis, the improvements will help mitigate against repetitive flooding that has handicapped economic development in Atlantic City (the “City”).

While the media coverage following Superstorm Sandy focused on potential damage to the casinos, to which there was ultimately no serious flooding, the rest of the City was devastated. According to an article from *The New York Times* dated October 29, 2012 (“Empty of Gamblers and Full of Water, Atlantic City Reels”):

“Even as the first samplings of the storm’s ravages descended on the New Jersey Coastline, Atlantic City was already in big trouble. At high tide around 8 a.m., officials said 70-80 percent of the city was underwater. Water as much as eight feet deep coursed through some streets, leaving them impassible ... When the storm hit landfall around 8 p.m. water surged through the streets again.”

This article also pointed out that two (2) of six (6) evacuation shelters had to be vacated because they were flooded and “[a]mid everything else, in early afternoon, a gasoline spill in City Hall from floating gas tanks shorted out some 911 equipment and the city almost had to abandon its 911 system.”

Because of the city’s well documented difficulties, including an extreme shortfall of funds, these projects have remained unaddressed since the storm. Four (4) of the projects identified in this Action Plan Amendment address either the repair, replacement, or

introduction of bulkheads. Others, such as the inspection and replacement of check valves, may result in planning activities. All projects include mitigation efforts and are described below in the order of priority. The State will use the funds allocated to this program to complete as many of the following projects as possible based on the priority and feasibility. To the extent that certain projects are unable to reach completion before the expenditure deadline, data gathering, studies, analysis and preparation of plans, as well as the identification of actions to implement those plans remain eligible as planning activities.

**Protection of previous and ongoing CDBG-DR investment**

By allocating \$20 million in CDBG-DR funds for infrastructure and public facilities projects, the State is protecting the investment already made in public and private projects in Atlantic City. The State has invested almost \$100 million in CDBG-DR funds to restore the housing stock in the City. Projects such as stabilizing bulkheads will serve to protect these homes and other investments made by the State. In addition, the State has made a significant investment in the Atlantic City community, both in government and business, including nearly \$7 million in CDBG-DR funds to rebuild small businesses. The allocation of \$20 million for recovery and future resiliency and mitigation in the largest City at the Jersey Shore will protect investments already made and fortify the City to attract future investment.

Table 2: Previous CDBG-DR Investment in Atlantic City	
Program	Activity Previous Allocation
Fund for the Restoration of Multifamily Housing/Sandy Special Needs Housing Fund	\$39,653,310
RREM	\$44,691,830
LMI	\$3,060,967
Landlord Repair Program	\$4,072,145
Small Business Grants	\$1,874,607
Small Business Loans	\$5,060,145
<b>Total</b>	<b>\$98,413,004</b>

**Atlantic City Resilience Program Project Summaries**

**Lower Chelsea Bulkhead Replacement**

This project is the City’s highest priority, proposing to replace existing bulkheads on long stretches of the City’s Back Bay, west of Albany Avenue, with new elevated bulkheads to prevent damage by flood inundation and wave-overtopping. These bulkheads will complete a Bayfront protection network stretching from the Atlantic City Expressway to the City’s border with Ventnor.

**Gardner’s Basin Park Bulkhead Stabilization and Dredging**

Gardner’s Basin is a unique waterfront neighborhood in the City. It is home to waterfront dining, shopping, marinas, the Aquarium, and other water-dependent uses. A significant section of the bulkhead is collapsing into the water, which presents environmental and pedestrian risks and contributes to regular flooding. Stormwater outlet pipes have also been

submerged under layers of mud over time. This project includes dredging to enable stormwater drainage.

### **South Boulevard Bulkheads**

While the provision of bulkheads in this project is relatively small in scope, these sections of waterfront on South Boulevard in Chelsea Heights do not have bulkheads and are subject to regular flooding at high-tide, which is causing significant erosion.

### **Ducktown-Chelsea Bayfront Bulkhead Replacement**

The Ducktown-Chelsea Bayfront is the most densely populated, low-elevation area of the City. Even a minor surge event brings street flooding to the neighborhood. The bayfront neighborhood contains many older rowhomes that experienced significant damage during Sandy. Although some of these older structures are being replaced or elevated, the neighborhood's viability is threatened by the lack of floodwalls and bulkheads in some waterfront sections and undersized bulkheads in others.

Properties in the vicinity of Sunset Avenue are predominately residential with some interspersed commercial and recreational structures. The bulkheads that currently exist along the back bay are discontinuous. In 2014 the U.S. Army Corps of Engineers completed a Federal Interest Determination for the portion of the bulkhead system along Sunset Avenue. The new bulkhead system would be at least 8 feet NAVD88 and is expected to protect the area against 50-year flood conditions.

### **Inspection and Replacement of Check Valves along the Bay**

To mitigate the impacts from tidal flooding, the City has historically installed check valves to prevent the backflow of the tidal waters into the City's stormwater system. In the back-bay area there are over 100 outflow pipes outfitted with check valves. In recent years the City has observed an increasing amount of flooding in drainage areas that utilize these valves, at or near their points of discharge. Malfunctioning and/or broken check valves are the primary culprit. The City will use CDBG-DR funds to inspect the check valves, evaluate the impact from malfunctioning valves and analyze the need for additional valves where they are not now used. Subsequent to the inspection and evaluation, the malfunctioning check valves will be replaced, and additional valves installed as deemed necessary during the inspection process.

### **Public Building Dry Floodproofing**

Atlantic City's City Hall, including the emergency generators on the first floor, is not flood-proofed. City Hall is home to the 9-1-1 dispatch system that coordinates all emergency services in the City, so the dispatch system is also vulnerable in a flood event (as described in *The New York Times* article). Ensuring that the dispatch system is always operable, particularly during times of flooding, will help ensure the City's resiliency.

Flood waters also damaged the All Wars Building. The installation of temporary steel flood walls at each door will mitigate flood damage from future storm events.

### **Traffic Signal Upgrades**

Traffic signals in 27 locations throughout the City (including Ducktown, Chelsea, and the Inlet) need to be replaced due to damage sustained from Sandy.



## **Administration of the Program**

Upon HUD's approval of this Action Plan Amendment, DCA shall execute a subrecipient agreement with Atlantic City and partnering authorities such as the Casino Reinvestment Development Authority if necessary, to ensure completion of these projects by 2022. The administration of the Program will be a joint effort between Atlantic City and DCA. DCA will take an active role in program management, working directly with City officials and staff in a collaborative and coordinated fashion. DCA will retain the decision-making authority for each project. Consequently, DCA will require a physical presence in the City, and will work closely with City officials and partnering authorities to ensure completion of these projects by 2022.

DCA expects to hire a construction management firm to oversee the projects by utilizing an existing construction management contract procured by the State for Rebuild by Design. All projects will need an environmental assessment to comply with the federal environmental requirements prior to any release of funds for engineering and construction. All State procurement rules will be followed to ensure that each project remains eligible for CDBG-DR funding. Prior to the submission of their quotes for construction management, construction management bidders will be required to attend a pre-bid conference to connect with women, minority and veteran-owned businesses and members of the local workforce who could assist the bidders with their Section 3 compliance.

**Allocation for Activity:** \$20 million. Funding will be allocated based on priority, up to the stated amount.

**Eligibility:** HCDA Section 105(a)(2); (a)(12); (a)(14)

**Projected National Objective:** 80% LMI Area Benefit, 20% Urgent Need

## **Blue Acres Buyout Program Needs Assessment**

Overseen by the Department of Environmental Protection (DEP), the Blue Acres Buyout program offers voluntary buyouts to property owners in a floodway, a flood-prone area, or an area that has sustained severe repetitive loss to remove residents from harm's way and create permanent open space.

It has become apparent that funds were over-allocated to the Blue Acres Buyout Program. As a result, given an expenditure deadline of September 2022, the Program is unable to expand to new communities. Reallocating funding from the Blue Acres Buyout Program does not impact the State's ability to fund its existing commitments to those communities interested in buyouts. The State will continue to re-evaluate the budget for the Blue Acres Buyout Program as the State completes buyouts in identified repetitive flooding communities.

## SECTION 3: CLARIFICATIONS

### Creation of a Special Revolving Loan Fund

DCA proposes to direct all future program income into a Special Purpose Revolving Loan fund which will be dedicated for several purposes. This Special Purpose Revolving Loan fund will provide funding for new mitigation and resilience efforts leading up to and following the federal expenditure deadline of September 2022. Federally required activities associated with our Action Plan including, but not limited to, audit, monitoring, project closeout and record retention will continue well beyond September 2022. Setting aside program income for eligible program support activities post-2022 allows the State to maintain the necessary personnel through closeout, conclude administrative activities and support other eligible program activities, such as mitigation and planning. This funding will remain subject to the rules and requirements governing CDBG-DR funds. This will not affect the program income generated by existing revolving loan funds, which will continue to revolve in those funding streams.

### Clarification of the Substantial Amendment Threshold

In the March 5, 2013 Federal Register Notice, HUD established the criteria for substantial amendments to action plans for disaster recovery, including among them that an allocation or re-allocation of more than \$1 million would constitute a substantial amendment. However, recognizing that Grantees under Public Law 113-2 are nearing the end of their recovery programs and will require more flexibility in re-allocations, the Department updated their criteria to allow the State to establish a reasonable threshold for substantial amendments. Therefore, in accordance with [84 FR 4386 \(February 29, 2019\)](#), the State is setting that threshold at \$10 million. In doing so, the State has seriously considered its obligation of transparency. The State will continue to post on its website all amendments detailing re-allocations, including those under \$10 million, prior to HUD's approval. This change will allow the State to disburse reallocated funds (under \$10 million) without the delay required by the substantial amendment process, which can take up to 90 days. The State is confident that setting the threshold at \$10 million allows the maximum amount of transparency, while ensuring that funds are directed to the places where they are needed without delay.

## SECTION 4: PUBLIC COMMENTS/RESPONSES

As required by HUD, this proposed Substantial Amendment was made available for public comment over a period of thirty (30) days. Written public comments were submitted to the Department of Community Affairs via email at [sandy.publiccomment@dca.nj.gov](mailto:sandy.publiccomment@dca.nj.gov) or via regular mail to the attention of Lisa Ryan, Sandy Recovery Division, NJ Department of Community Affairs, 101 South Broad Street, P.O. Box 823, Trenton, NJ 08625. The State also solicited public comments at a public hearing held on November 26, 2019 from 5 p.m. to 7 p.m. in Atlantic City, New Jersey.

The State reviewed the public comments provided during the comment period. All comments received equal consideration regardless of whether they were submitted by email, U.S. mail, or in person at the public hearing. Per HUD guidelines, the State has synthesized the public comments received through this process. The comments and written responses prepared by the State are provided below.

### **COMMENT 1**

#### **SUPPORT FOR ACTION PLAN AMENDMENT NO. 35**

Commenters expressed support for Action Plan Amendment No. 35, specifically the proposals to create a Special Purpose Revolving Loan Fund for the purpose of supporting ongoing and future storm mitigation efforts in communities statewide and to establish the Atlantic City Resilience Program to repair and replace infrastructure and public facilities in Atlantic City that sustained damage due to Superstorm Sandy. Commenters articulated that New Jersey is “ground zero” for sea level rise and reported that they and many of their neighbors experience frequent flooding on their properties, some as regularly as once a month. In particular, one commenter, citing research from the First Street Foundation, a non-profit group working to define the nation’s flood risk, stated that Atlantic City is at risk from the highest annual tidal flood, which could lead to property ratable losses that would negatively impact the city’s budget. The commenters, including Atlantic City Mayor Marty Small and Atlantic City City Council, said that Action Plan Amendment No. 35 will help Sandy survivors avoid future flooding, better prepare communities for disaster, reduce Atlantic City’s vulnerability to flooding, and attract new investment to Atlantic City, thereby generating more tax revenue for additional resilience infrastructure in the city.

#### **Staff Response:**

DCA appreciates the commenters’ support for Action Plan Amendment No. 35.

## **COMMENT 2**

### **SUPPORT FOR SPECIAL PURPOSE REVOLVING LOAN FUND**

A commenter expressed strong support for the State's proposal to establish a Special Purpose Revolving Loan Fund, stating that revolving loan funds have become a reliable vehicle to finance projects that are critical to public well-being. The commenter, providing several examples, noted that some revolving loan funds are supporting efforts to address climate change and fortify infrastructure against severe weather events such as Superstorm Sandy.

#### **Staff Response:**

DCA appreciates the commenter's support for the Special Purpose Revolving Loan Fund.

## **COMMENT 3**

### **STOP PROVIDING MONEY TO ATLANTIC CITY**

Commenters stated that Superstorm Sandy survivors' recovery efforts could be curtailed if the State of New Jersey allocates CDBG-DR funding to Atlantic City. They contended that CDBG-DR funding has already been earmarked and should be spent where it was appropriated. They also expressed that Atlantic City has a history of financial mismanagement and political corruption and suggested the State stop providing the City with financial assistance and other resources.

#### **Staff Response:**

As indicated in Action Plan Amendment No. 35, the transfer of CDBG-DR funds to create the Atlantic City Resilience Program would not affect any existing CDBG-DR funding commitment to any individual, business, community, or project. A major purpose of CDBG-DR funding is to assist disaster-impacted communities with recovery and to help them better prepare for and protect themselves against future disasters. The Atlantic City Resilience Program meets these criteria. Additionally, the federal regulations that govern CDBG-DR funding provide states with considerable flexibility in utilizing the funding, as well as the ability to amend how the funding is allocated.

The administration of the Atlantic City Resilience Program will be a joint effort between DCA and Atlantic City, with DCA retaining the decision-making authority for each project. DCA will work closely with City officials to ensure the projects are completed by the federal expenditure deadline of September 2022. By allocating CDBG-DR funds to these Atlantic City projects, the State is protecting a more than \$100 million investment it has already made in the city in restoring homes and rebuilding small businesses damaged by Superstorm Sandy.

#### **COMMENT 4**

##### **SUPPORT FOR BLUE ACRES BUYOUT PROGRAM**

A commenter expressed support for the Blue Acres Buyout Program, describing it as the only storm recovery initiative that “makes sense” and worth investing in as climate change brings “inevitable consequences” to New Jersey’s natural environmental.

##### **Staff Response:**

The Blue Acres Buyout Program, which is partly funded with CDBG-DR monies, helps New Jersey homeowners move out of harm’s way by giving them the option to sell Sandy-damaged, and other repeatedly flooded, homes, at pre-storm value to the State. Blue Acres is a voluntary program that requires the willing participation of homeowners, as well as local governments, since the program initially results in a decrease of property ratables for communities. The State seeks to buy clusters of homes or entire neighborhoods where, once the homes are demolished, the open space serves as a buffer to help absorb water during flood events. The parcels are permanently preserved as open space that is accessible to the public for passive recreation or conservation purposes. To date, Blue Acres has secured funding to buy approximately 1,160 properties across the state, has made offers on more than 1,000 homes, closed on more than 700, and demolished more than 650 in flood zones across New Jersey.

The State may not be able to spend the CDBG-DR funding allocated to Blue Acres by the federal expenditure deadline of September 2022 should money not be reallocated elsewhere.

#### **COMMENT 5**

##### **SUBSTANTIAL AMENDMENT THRESHOLD**

A commenter was concerned that the State’s proposal to change the substantial amendment threshold amount from \$1 million to \$10 million would make it easier for the State to improperly allocate CDBG-DR funding in the future. The commenter said this type of activity has negatively impacted the state pension system.

##### **Staff Response:**

The CDBG-DR program is a federal program funded entirely with federal monies. Because CDBG-DR is a federally-funded program, it has no impact on the State of New Jersey pension system, which is funded with state dollars and state worker contributions.

As indicated in Action Plan Amendment No. 35, the U.S. Department of Housing and Urban Development (HUD) recognizes that Sandy-impacted states are nearing the end of their recovery programs and require more flexibility in re-allocating CDBG-DR funding. Therefore, HUD updated its criteria to allow New Jersey to establish a reasonable threshold for substantial amendments. The State is confident that its proposal to set the threshold at \$10

million allows the maximum amount of transparency, while ensuring that CDBG-DR funds are directed to the places where they are needed without delay.

## **COMMENT 6**

### **RECOUPMENT OF GRANT FUNDING**

A commenter stated DCA should not recoup CDBG-DR grants from homeowners in the Reconstruction, Rehabilitation, Elevation and Mitigation (RREM) Program and the Low- to Moderate-Income (LMI) Homeowners Rebuilding Program. The commenter expressed the grant money should stay with the people who need it and who followed the guidance of program housing advisors instead of forcing them to return grant funding and face “near bankruptcy.”

#### **Staff Response:**

The Robert T. Stafford Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 et seq.) commonly referred to as the “Stafford Act,” dictates that CDBG-DR funding provided to individuals to help them rebuild a primary residence after a disaster must be awarded based on a Duplication of Benefits (DOB) analysis that takes into account any money a person has received to repair their damaged home, including insurance, FEMA assistance, and SBA loans. As required by federal law, the State has conducted a DOB analysis for every homeowner participating in the RREM Program and LMI Program. If at any point the State determines a homeowner has received more CDBG-DR funding than they are entitled to receive under the Stafford Act, the State is legally obligated to recoup these excess funds. The State is reviewing its current grant reconciliation policy for the RREM Program and LMI Program, in association with the applicable federal laws and guidelines, to ensure that Sandy-impacted homeowners are not unfairly burdened by requests to return grant funds.

## **COMMENT 7**

### **CONTRACTOR FRAUD**

A commenter asked the State to help Sandy-impacted homeowners who are victims of contractor fraud.

#### **Staff Response:**

In order to help homeowners in the RREM Program and LMI Program withstand instances of contractor fraud, DCA created and instituted a policy that permits additional assistance to defrauded homeowners. Under the policy, if a RREM or LMI Program homeowner believes they have been defrauded by a contractor, they should immediately file a complaint with a law enforcement agency to report the allegation of fraud. If the law enforcement agency finds evidence of fraud, they file a charging document such as an arrest warrant, a criminal complaint, an indictment, or a civil or administrative complaint. As soon as a charging

document is filed, the RREM or LMI Program homeowner may avail themselves of additional grant funds without having to wait for the courts to adjudicate.

#### **COMMENT 8**

##### **RENTAL ASSISTANCE**

A commenter asked the State to help Sandy-impacted homeowners who are still rebuilding their primary home with rental assistance.

##### **Staff Response:**

The State can provide up to 40 months of temporary rental assistance to eligible RREM and LMI Program homeowners who are displaced from their homes as a result of construction. Pursuant to federal regulations, the Rental Assistance Program (RAP) had to stop accepting new applications on December 31, 2017.

#### **COMMENT 9**

##### **SUPPLEMENTAL FUND**

A commenter asked the State not to cap the amount of grant funding a homeowner in the RREM Program or LMI Program needs to finish rebuilding their primary home.

##### **Staff Response:**

In 2019, DCA created a Supplemental Fund for homeowners in the RREM Program and the LMI Program who have a program-calculated unmet need and who have yet to complete construction. Eligible homeowners in the RREM and LMI programs can now receive CDBG-DR funding beyond the \$150,000 grant award cap. DCA continues to review and make Supplemental Fund awards on an ongoing basis.

# ATTACHMENT 3



**SUBRECIPIENT AGREEMENT  
BETWEEN  
THE CITY OF ATLANTIC CITY  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF COMMUNITY AFFAIRS**

**IMPLEMENTING GRANTS UNDER THE COMMUNITY DEVELOPMENT BLOCK  
GRANT DISASTER RECOVERY PROGRAM THROUGH THE  
ATLANTIC CITY RESILIENCE PROGRAM**

**I. PARTIES**

This Subrecipient Agreement (“Subrecipient Agreement”) is made and entered into by and between the NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS (“Grantee” or “DCA”) and the City of Atlantic City (“Subrecipient” or “Atlantic City”). DCA and Subrecipient may sometimes hereinafter be collectively referred to as the “Parties” and individually as a “Party.”

**II. PREAMBLES**

**WHEREAS**, in the aftermath of Superstorm Sandy, the United States Congress, through the Disaster Relief Appropriations Act of 2013, Public Law 113-2, appropriated approximately sixteen billion dollars (\$16,000,000,000) to the U.S. Department of Housing and Urban Development (“HUD”) to be allocated as Community Development Block Grants-Disaster Recovery (“CDBG-DR”) among States, including the State of New Jersey (“State”), and other eligible government entities to provide crucial funding for recovery efforts involving housing, economic development, infrastructure and the prevention of further damage to affected areas;

**WHEREAS**, pursuant to 24 CFR 570.501, the DCA has been designated by HUD to administer the State’s CDBG-DR funds, totaling \$4.1 billion, that are subject to Federal statutes and regulations governing CDBG-DR grants, as modified by any exceptions and waivers previously granted and which may hereinafter be granted by HUD; and

**WHEREAS**, the State submitted to HUD, and HUD on April 29, 2013 approved a “Community Development Block Grant Disaster Recovery Action Plan” (“Action Plan”), and subsequently approved Action Plan Amendments detailing a range of programs to address the State’s substantial unmet needs and recovery relief after Superstorm Sandy, including Action Plan Amendment (APA) 35, approved by HUD on February 7, 2020, which provides for a \$20 million reallocation of funding to the Atlantic City Resilience Program (“ACRP” or “Program”) (see Appendix B); and

**WHEREAS**, the public purpose to be derived from this Agreement is the repair and replacement of infrastructure and public facilities that sustained damage due to Superstorm Sandy. While the funds will address post-Sandy unmet needs, on a longer-term basis, the improvements will help mitigate against repetitive flooding that has handicapped economic development in Atlantic City; and

**WHEREAS**, the State recognizes the economic and cultural importance of Atlantic City and seeks to protect the State's prior considerable investment in the community, including CDBG-DR monies to restore the housing stock, incentivize small businesses to rebuild and to encourage future public and private investment; and

**WHEREAS**, the Parties enter into this Subrecipient Agreement to set forth their mutual understanding regarding their respective roles and responsibilities for implementation of the Program, including funding for, and oversight of, the project work to be performed by Subrecipient.

**NOW, THEREFORE**, in consideration of the principles, assurances and promises contained herein, DCA and Subrecipient hereby agree on the following terms and conditions by which DCA will allocate CDBG-DR funds to Subrecipient to undertake the Program:

### **III. GENERAL DEFINITIONS**

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement:

**"Act"** means the Disaster Relief Appropriations Act of 2013 (PL 113-2).

**"Activity"** means any project, program or portion thereof which receives financial assistance under this agreement, that is CDBG-DR-eligible or has received a waiver, meets a national objective, and addresses a direct or indirect impact from the disaster.

**"Activity Delivery Costs"**(also referred to as Program Delivery Costs) means the actual delivery costs, including staff and overhead costs, directly related to carrying out activities under 24 CFR 570.201 through Part 570.204; these costs are considered part of such activities and are specifically excluded from the definition of administrative costs set forth in 24 CFR 570.206. All Activity Delivery Costs are allocable to a CDBG-DR activity, including direct and indirect costs integral to the delivery of the final CDBG-DR-assisted activity.

**"Action Plan"** means the New Jersey Department of Community Affairs' Community Development Block Grant Disaster Recovery Action Plan under the Disaster Relief Appropriations Act of 2013, as submitted to HUD and approved on April 29, 2013 (including amendments thereto).

**"Administrative Expenses"** means administrative costs that are not directly related to a specific activity.

**"Allowable Costs"** (also referred to as **"Eligible Costs"** or **"Eligible Expenses"**) means costs that are acceptable under OMB Circular A-87 and are approved as part of an activity in this Agreement or sub-subrecipient agreements related thereto.

**"Beneficiaries"** means persons or entities to whom assistance, services or benefits are ultimately provided.

**"Common Rule"** means the uniform administrative requirements for federal grants as prescribed by 2 CFR Part 200.

**"CDBG"** means a grant guided by Title I of the Housing and Community Development Act of 1974, as amended and those regulations set forth in 24 CFR Part 570, Subpart I, as may be amended from time to time and all other applicable Federal and State regulations and laws and assurances signed by Recipient at the time the Recipient's Application was submitted.

**"Contractor"** means a contractor paid with CDBG funds in return for a specific service (e.g., construction). A contractor is a third-party firm that the Grantee or Subrecipient acquires through a formal procurement process to perform specific functions; a Subrecipient is not a contractor.

**"Default"** means any use of grant funds for any purpose other than as authorized in this Agreement; or any breach of any covenant, agreement, provision, or warranty (i) the Subrecipient made in the Agreement; (ii) the Subrecipient made in any agreement entered into between the Subrecipient and Sub-subrecipient, Contractor or other third party relating to the Project.

**"Direct Program Costs"** means costs to the recipient to accomplish the CDBG-assisted activity; or actual costs that are tied to a specific project or site and are included within the development budget for that project.

**"Draw Down"** means the process of requesting and receiving CDBG funds.

**"Eligible Costs"** means costs for the activities specified in this Agreement for which grant funds are budgeted, provided that such costs (i) are incurred in connection with any activity which is eligible under Disaster Relief Appropriations Act of 2013 (PL 113-2) and Title I of the Housing and Community Development Act of 1974, and (ii) conform to the requirements of Attachment B of Office of Management and Budget Circular A-87 (Cost Principles Applicable to Grants and Contracts with State and Local Government), as may be amended from time to time.

**"Environmental Conditions"** means the condition imposed by law, particularly 24 CFR Part 58, and the provisions of the Agreement which prohibit or limit the commitment and use of grant funds until certain procedural requirements have been completed.

**"Environmental Requirements"** means the requirements described in 24 CFR Part 58.

**"Environmental Studies"** means all eligible activities necessary to produce an "environmental document", as that term is defined at Section 1508.10 of 40 CFR Part 1508, or to comply with the requirements of 24 CFR Part 58.

**“Grant Funds”** means those funds to be provided by the Grantee to Subrecipient pursuant to the terms of this Agreement.

**“Household”** means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any groups of related or unrelated persons who share living arrangements.

**“HUD”** means the U.S. Department of Housing and Urban Development

**“Income”** means the definition of income identified by Grantee for determining income eligibility or income range classification as a beneficiary of programs provided through this agreement.

**“Low and moderate income (also referred as LMI)”** means family or household annual income less than 80 percent of the area median income, as established by HUD.

**“Low-Income”** means a household or family having an income equal to or less 50% of the area median income as established by HUD.

**“Moderate-Income”** means a household/family having an income equal to or less 80% of area median income established by HUD, but greater than 50% of area median income established by HUD.

**“Participating Party”** means the for-profit or non-profit entity that is the beneficiary of the CDBG-DR funds awarded.

**“POF”** means Project Oversight Firm procured for services by the Division of Property Management and Construction, Treasury, to oversee Program progress, including the achievement of individual project deadlines and adherence to individual project budgets and compliance by individual projects with Federal, State, Local and Program requirements on behalf of DCA.

**“Program Schedule”** or **“Master Program Schedule”** means the schedule for the Atlantic City Resilience Program (“Program”), integrating individual project schedules that include interim benchmarks and final deadlines to ensure completion of the Program by the federal expenditure deadline of September 30, 2022.

**“Project”** means the activities described this Agreement and attachments thereto, which are to be carried out to meet the objectives of the CDBG-DR Program.

**“Project Engineer”** means the selected engineering firm retained by the City to provide inspection, surveying, testing, design, permitting, bidding, construction management, construction assistance, grant management and any other services required to complete the Project.

**"Small business"** means any business, including privately owned utilities, that meets the definition of a small business as defined by the Small Business Administration at 13 CFR parts 121.

**"Sub-subrecipient"** means a local government, nonprofit corporation or for-profit corporation that may receive sub-allocations of funds from Subrecipient to undertake one or more activities on behalf of the Grantee (i.e., manage a job training program).

**"Subrecipient Activities"** means those activities of the Project to be carried out by the Subrecipient, its agent or agency.

#### **IV. SCOPE OF AGREEMENT**

##### **A. Grant Award**

Subject to the terms and conditions of this Agreement, the Grantee, as administrator of the CDBG-DR Program, shall make available to Subrecipient disaster recovery funds up to the amount of Twenty Million Dollars (\$20,000,000.00) (the "Grant Funds") for the purpose of funding Subrecipient's Activities under APA Number 35 related to the Program. (See Appendix B). Grantee will distribute said funds incrementally, according to specific gating factors. The Grant Funds must be expended and drawn down by Subrecipient prior to the September 30, 2022 expiration of the Superstorm Sandy CDBG-DR funds, unless an extension is hereinafter granted in writing by HUD and approved by GRANTEE. To allow sufficient time for project closeout, Subrecipient must complete the activities included in the Atlantic City Resilience Program by the end of June 2022. Subrecipient is required to ensure all contracts and agreements (with sub-subrecipients, recipients, and Contractors) clearly stipulate the period of performance or the date of completion.

##### **B. Implementation of Agreement**

Subrecipient's rights and obligations under this Agreement are as a Subrecipient as set forth in 24 CFR 570.501. Subrecipient is responsible for complying with said regulations and for implementing the Program in a manner satisfactory to the Grantee and HUD and consistent with any applicable guidelines and standards that may be required as a condition of the Grantee's providing the funds, including but not limited to all applicable CDBG Program Administration and Compliance requirements set forth by this Agreement and the Statement of Assurances (attached hereto as Appendix A) executed by Subrecipient and made a part hereof. The Grantee's providing of Grant Funds under this Agreement is specifically conditioned on Subrecipient's compliance with this provision and all CDBG-DR Program and CDBG regulations, guidelines and standards.

##### **C. Goals and Objectives**

The activities funded by this Agreement are expected to assist in repairing and replacing infrastructure and public facilities that sustained damage due to Superstorm Sandy. The funds

will address unmet needs remaining in the wake of Superstorm Sandy, and on a longer-term basis, the improvements will help mitigate against repetitive flooding that has handicapped economic development in Atlantic City. Such Activities are described in more detail in Section D below and include the repair, replacement, or introduction of bulkheads, the inspection and replacement of check valves, the flood-proofing of the Atlantic City Hall and traffic signal upgrades.

#### **D. Statement of Work**

Subrecipient shall use the Grant Funds for the Eligible Costs associated with implementing the Program in accordance with the Budget and following provisions.

Pursuant to the National Environmental Policy Act (NEPA), all projects are required to undertake an environmental assessment prior to any release of funds for engineering and construction. All federal procurement rules (2 CFR § 200.317 et al), must be followed in order to ensure projects remain eligible for CDBG-DR funding. Atlantic City is responsible for procuring and funding the environmental reviews. As practical, to maximize time efficiencies, the Environmental Contractor shall conduct the assessments concurrently. However, Atlantic City will take no choice limiting actions prior to receiving the HUD Authorization to Utilize Grant Funds.

Upon completion of the environmental assessments, Atlantic City shall provide DCA with preliminary budgets for each project included in the Program. DCA has included a template for the individual project budgets as Appendix D. After DCA approves a preliminary project budget, DCA will issue an Authorization to Advertise to Atlantic City for the design/engineering procurement on a project by project basis. After the design phase is complete, Atlantic City shall update the preliminary budgets and provide and resubmit to DCA a fully detailed budget template for DCA approval. The DCA and Atlantic City will then decide which projects fit within the \$20 million budget constraints and can be completed by June 2022. DCA will then issue a Notice to Proceed and make the funding available for construction.

While a single contract will be issued for the environmental review on all projects, each project will be processed for review and HUD approval independently. To ensure that the Program moves forward expeditiously, projects must proceed to completion as permits are approved on a rolling basis. DCA will liaise with other State and Federal agencies to help facilitate the permitting process.

As identified in APA 35, the Program is comprised of seven projects that are briefly described below. Atlantic City shall procure and manage the Design, Engineering, and Construction for each project identified in APA 35. Atlantic City should include in their Request for Proposals (RFPs) certain tasks that are planning in nature for those projects that require planning services.

##### **1. Lower Chelsea Bulkhead Replacement**

This project proposes to replace existing bulkheads on long stretches of the City's Back Bay, west of Albany Avenue, with new elevated bulkheads to prevent damage by flood

inundation and wave-overtopping. These bulkheads will complete a Bayfront protection network stretching from the Atlantic City Expressway to the City's border with Ventnor.

## **2. Gardner's Basin Park Bulkhead Stabilization and Dredging**

Gardner's Basin is a unique waterfront neighborhood of Atlantic City, with still untapped potential for the City. It is home to waterfront dining, shopping, marinas, the Aquarium, and other water-dependent uses. A significant section of the bulkhead is collapsing into the water presenting environmental and pedestrian risks and contributing to regular flooding.

As an additional source of flooding, the stormwater outlet pipes in this neighborhood are all submerged underneath accumulated layers of mud; dredging would provide stormwater improvements. The project include a bathymetric survey, soils testing, and dredging.

## **3. South Boulevard Bulkheads**

These sections of waterfront on South Boulevard, Chelsea Heights do not have bulkheads and are subject to regular flooding at high tide that is causing significant erosion. All the property sited for bulkheads is City-owned.

## **4. Ducktown-Chelsea Bayfront Bulkhead Replacement**

The Ducktown-Chelsea Bayfront is the most densely populated, low-elevation area of the City. Even a minor surge event brings street flooding to the neighborhood. The bayfront neighborhood contains many older rowhomes that experienced significant damage during Superstorm Sandy. Although some of these older structures are being replaced or elevated, the neighborhood's viability is threatened by the lack of floodwalls and bulkheads in some waterfront sections and undersized bulkheads in others.

Properties in the vicinity of Sunset Avenue which extends from the Atlantic City Expressway to Albany Avenue are predominately residential with some interspersed commercial and recreational structures. The bulkheads that currently exist along the back bay are discontinuous. The new bulkhead system would be at least 8 feet NAVD88 and is expected to protect the area against 50-year flood conditions.

## **5. Inspection and Replacement of Check Valves along the Bay**

To mitigate the impacts from tidal flooding, the City has historically installed check valves to prevent the backflow of the tidal waters into the City's stormwater system. In the back-bay area there are over 100 outflow pipes outfitted with check valves. In recent years the City has observed an increasing amount of flooding in drainage areas that utilize these valves, at or near their points of discharge. Malfunctioning and/or broken check valves are the primary culprit.

With this funding the City will accept engineering proposals to: conduct an inspection of the City's tide check valves; evaluate the impact on the City resulting from malfunctioning valves; evaluate the need for additional valves in certain locations where they are not currently used; prepare a report on our findings and recommendations for capital improvements; and present the results of the report at a public meeting. Subsequent to the inspection and evaluation, the malfunctioning check valves will be replaced, and additional valves installed as deemed necessary during the inspection process.

#### **6. Public Building Dry Floodproofing**

Atlantic City's City Hall, including the emergency generators on the first floor, is not flood-proof. City Hall is home to the 9-1-1 dispatch system that coordinates all emergency services in the City, so the dispatch system is also vulnerable in a flood event, as was evident during Superstorm Sandy. Ensuring that the dispatch system is always operable, particularly during times of flooding, will help ensure the City's resiliency. Flood waters also damaged the All Wars Building. As part of the Program, Atlantic City will install steel flood walls at each door will mitigate flood damage from future storm events.

#### **7. Traffic Signal Upgrades**

Traffic signals in 27 locations throughout the City (including Ducktown, Chelsea, and the Inlet) will be replaced as part of the Program due to damage sustained from Superstorm Sandy.

### **E. Roles and Responsibilities**

The City Engineer of Atlantic City shall be the primary contact and the individual responsible for oversight of all projects. At a minimum, the City Engineer and/or his designated staff shall visit each site weekly. Along with the finance, legal and procurement professionals in Atlantic City, the City Engineer and their respective staff constitute the Project Team. The appropriate members of the Project Team shall conduct weekly calls or in-person meetings, at a minimum, with DCA. Atlantic City shall provide detailed budgets for each project and update cash flow projections quarterly.

As Grantee, DCA is responsible for providing overall Program Oversight to assure that a National Objective is achieved with the CDBG-DR funds allocated to the Program pursuant to HUD's approval of APA 35. DCA is also responsible for ensuring the Subrecipient, any Sub-subrecipient and all Contractors procured for the Program comply with Federal, State, Local and Program requirements including, but not limited to, Section 3, The Davis Bacon Act and the Uniform Relocation Act and other laws and regulations enumerated in the Statement of Assurances, attached herein as Appendix A.

To carry out its responsibility as Grantee, DCA may hire a POF, a consultant ("designees") or staff members that/ who will communicate with the Project Team and the relevant Project



Engineers on a daily basis after the design phase is completed for the first project. DCA and/or its designee will meet with the Project Team and the Project Engineers to develop the Master Program Schedule. DCA and/ or its designee will monitor the progress of the individual projects in comparison with the Master Schedule to assure completion of the Program within deadline.

DCA and/ or its designee will review Funds Requests to ensure that costs for payment are eligible and reimbursable. As part of its procurement oversight responsibilities, the DCA and/ or its designee will assist Atlantic City with the procurement of Project Engineers, if applicable, and construction contractors through the RFP review and award evaluation processes. DCA will be responsible for providing Independent Cost Estimates prior to the bidding process.

Atlantic City shall procure through the design/ engineering RFPS a Project Engineer for each project to proactively monitor individual project contracts within the framework of overall Program management, compliance with the Program requirements and with State and Federal requirements, as enumerated in the Statement of Assurances. The DCA will reimburse Atlantic City with CDBG-DR funding for payment to the Project Engineer, but Atlantic City shall manage the Project Engineers.

The Project Team and DCA will meet with the Project Engineers upon award of the contracts. Among other deliverables, the Project Engineers shall be required to provide updates to the City and DCA on a weekly basis. Program In all phases of the Program, the Project Engineers shall alert DCA and Atlantic City about potential problems, whether they pertain to the contracts, labor issues, budget or progress shortfalls. The Project Engineers shall alert DCA and Atlantic City as to any Work Orders the Project Engineers approve.

The Project Engineers shall oversee the design and building phases for their projects once they receive a Notice to Proceed from DCA on their respective project. If DCA has issued a Notice to Proceed for a given project, Atlantic City, as Subrecipient, is responsible for bringing the project to completion, which upon agreement from DCA, may be a reduced scope of work.

## **F. Budget**

APA 35 allocated twenty million dollars (\$20,000,000) to the Program for costs related to the project whether costs are incurred by the subrecipient (AC) or by DCA on behalf of the project. Eligible cost categories include:

- Planning
- Program Delivery
- Direct Program

Administrative Expenses are not reimbursable from this CDBG-DR grant allocation. Atlantic City personnel costs are not reimbursable through the Program. Funds for each project will become available in phases. After DCA reviews and approves the preliminary project budgets, DCA will issue a Notice to Proceed for design and engineering. Prior to funds being released for construction, DCA will need to review and approve the updated detailed project budgets. The

costs for independent cost estimates and all contractors, except the environmental assessment contractor and the design contractor for the Chelsea project, may be funded through the \$20 million allocation.

The Parties may agree, in writing, to a revision of the Budget or a reallocation of funds between categories within the Budget without the need to amend this Agreement; provided however, that in no case shall any such revisions or reallocations exceed the total allocation of the Grant Funds under the Agreement without prior written consent of DCA and any other necessary State and/or federal consent that may be required.

Any changes to the following must be approved by the Grantee: i) the maximum amount in any of the Activity/Item categories set forth below in the "Budget"; or ii) the intended beneficiary of any program(s).

## **V. PERFORMANCE REQUIREMENTS**

Subrecipient intends to complete all Activities of the Program, including 100% expenditure of allocated funds that have been drawn down prior to September 30, 2022. As noted earlier in this Agreement, DCA cannot expend CDBG-DR funds on a project that is not completed. The expended funds would be subject to de-obligation and repayment to HUD from the State Treasury. Therefore, if DCA provides Atlantic City with funding for a project that is not completed by the required deadline, Atlantic City is obligated to repay such funds to DCA.

Therefore, to assure that the Program achieves its objectives within deadline, Subrecipient agrees to use best efforts to comply with intermediate benchmarks that will be established upon development of the Program Schedule. If Atlantic City anticipates that it will not be able to reach an intermediate benchmark, Atlantic City must notify DCA as soon as possible.

Given the nature of construction projects, it would not be unusual if construction delays, cost over-runs or other impediments precluded the completion of all seven (7) projects by the Program deadline of September 2022. APA 35 allows for a degree of flexibility with respect to the allocation of funds among the projects. As noted in the preceding section of this Agreement, DCA may agree to the revision of the budget or reallocation of funds within the Program. Funds not expended by the above deadline, or as extended by HUD and DCA, however, are subject to reallocation to other eligible program areas and/or subrecipients.

### **A. Eligible Costs**

Subrecipient shall receive and use Grant Funds for Eligible Costs. Eligible Costs for Grant Funds under this Agreement include those applied to eligible activities, as defined in the current, pending and future applicable Action Plan and Action Plan Amendment(s), that are the result of Superstorm Sandy, recovery- and mitigation-related, and are otherwise in furtherance of the intent of this Agreement and the goals and objectives as set forth herein, when approved by DCA in accordance with eligibility rules under CDBG-DR guidelines and subject to limitations established by DCA.

Grantee will not reimburse Subrecipient for any expenditure of funds in the Program prior to the execution of this Agreement including the cost of environmental review and any design or construction work already underway.

Subrecipient will also, as part of the project feasibility analysis, establish and implement processes and procedures to prevent any duplication of benefits as defined by Section 312 of the Stafford Act. Guidance to assist in preventing a duplication of benefits is provided in a notice published in the Federal Register at 76 FR 71060 (November 16, 2011). Subrecipient processes must verify all sources of disaster assistance for each activity, determine a project's unmet need(s) before awarding assistance, and ensure Participating Parties agree to repay the assistance if they later receive other disaster assistance for the same purpose.

#### **B. Building Code Standards**

For all projects that include construction or rehabilitation, Subrecipient shall meet or shall cause recipients of Grant Funds to meet all State and local building code requirements, in addition to those cited in Appendix C attached hereto. Further, Subrecipient must undertake and promote, and cause recipients of Grant Funds to consider, hazard mitigation techniques and programs and seek to utilize green technologies and practices where doing so is feasible and cost-effective.

#### **C. Assurances**

Subrecipient shall be responsible for conducting the Program in compliance with all applicable State and federal laws and regulations and with the regulations and limitations of the CDBG-DR Program, as defined by all current, pending and future applicable Action Plan Amendment(s). It also shall be Subrecipient's responsibility to require that all Sub-subrecipients, grantees, borrowers, Contractors, and all tiers of their subcontractors, adhere to all applicable State and federal laws and regulations, and to conduct all necessary monitoring for such compliance.

As to laws and regulations which apply to the use of CDBG-DR funds, Subrecipient agrees to comply with all applicable federal CDBG, Disaster Recovery, and cross-cutting statutes and regulations as more fully detailed in Appendix A, concurrently executed by Subrecipient, subject to waivers cited in the Federal Register / Vol. 78, No. 43 / Tuesday, March 5, 2013, Department of Housing and Urban Development, [Docket No. FR-5696-N-01] Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in Response to Superstorm Sandy and all other applicable HUD waivers. As to any other laws and regulations which may apply to construction projects, Subrecipient is responsible for determining the applicable laws and regulations and ensuring compliance therewith.

Subrecipient agrees, however, that it will not commit any Grant Funds to a project until it has approval from DCA to do so, and HUD approves a certification of compliance with environmental laws and request for release of funds.

#### **D. Cooperation with HUD and DCA**

Subrecipient hereby binds itself, certifies, and assures that it will comply with all federal, State, and local regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of State and federal funds. The Parties expressly acknowledge that the matters that are the subject of this Agreement are under the CDBG Disaster Recovery Program administered by HUD, which by its emergency nature is subject to ongoing modification and clarifications. DCA's obligations under this Agreement are subject to compliance with applicable statutes and regulations of the CDBG program, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD. Subrecipient agrees that in connection with its rights and obligations under the Agreement, it shall cooperate with HUD and DCA regarding the administration and audit of the Program, including compliance with various operating and reporting procedures which may hereinafter be promulgated by DCA and/or HUD.

#### **E. National Objective**

Pursuant to the regulations promulgated by HUD for the CDBG-DR Program, the aggregate use of CDBG-DR funds shall principally benefit Low-and Moderate- Income Families in a manner that ensures that at least 50% of the funds are expended for activities that benefit such persons. In furtherance of this goal, Subrecipient agrees to use best efforts to ensure that at least 80% of the Grant Funds are expended for LMI Area Benefit activities, with approximately 20% expended for Urgent Need activities. This LMI Benefit shall be tracked by Subrecipient to Grantee on a reporting schedule to be determined.

#### **F. Contract Monitor/Performance Measures**

The contract monitor for DCA on this Agreement is the State Contract Manager (SCM). The performance measures for this Agreement include the successful performance and completion of Subrecipient's obligations as provided in this Agreement and any attachments, as well as all Guidelines for the Program. Subrecipient shall submit to DCA, on a schedule and dates to be provided by DCA, a report of project progress and beneficiary data in a format to be provided by DCA. Reporting requirements may require Subrecipient to obtain data from third parties (i.e. persons that receive Grant Funds or other beneficiaries of the program(s), including Sub-subrecipients, grantees, and/or borrowers funded under this Agreement, tenants/operators/users of facilities or equipment acquired or improved with Grant Funds provided under this Agreement). It shall be the Subrecipient's obligation to implement any contractual arrangements it may need for use of, and access to, such data.

Subrecipient must, in advance of signing subcontracts related to this Agreement, ensure that Sub-subrecipients, developers, Contractors and/or other third party entities have in place adequate financial controls and procurement processes and have established procedures to prevent any duplication of benefits as defined by section 312 of the Stafford Act.

Pursuant to HUD's waiver of 24 CFR 570.492, DCA shall make reviews and audits, including onsite reviews of any Sub-subrecipients, designated public agencies, and units of local

government as may be needed to meet the requirements of 42 U.S.C. 5304(e)(2), as amended. In the event of noncompliance, DCA shall take such actions as may be appropriate to prevent a continuance of the deficiency, mitigate any adverse effects or consequences, and prevent a recurrence.

#### **G. Conflict of interest**

None of the Subrecipient's designees, agents, members, officers, employees, consultants or members of its governing body, or anyone who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work performed in connection with the Project or in any Activity, or benefit there from, which is part of this Agreement at any time during or after such person's tenure unless all procedures for an exception have been documented and submitted in writing to DCA and the DCA has approved such exception.

The procedures for requesting, documenting, and submitting a request for an exception from the Conflict of Interest provisions shall include the applicable procedures delineated in 24 CFR 570.489(h)(4) and in the New Jersey Conflicts of Interest Law, NJSA 52:13D-12 et seq. and Executive Order No. 189. This Conflict of Interest provision shall be in addition to the requirements in the "Common Rule," 2 CFR 200, 24 CFR 570.611, 24 CFR 570.489(h).

The Subrecipient agrees to abide by the provisions of 2 CFR 200.318 and 570.611, which include (but are not limited to) the following:

1. The Subrecipient shall maintain a written code or standards of conduct that shall govern the actions of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
2. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the assisted activity, or with respect to the proceeds from the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.
4. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

## **VI. PAYMENT PROCESS; COMPENSATION**

- A. The Subrecipient's contractors shall submit invoices to the Project Engineers for review. The Project Engineers shall have fifteen (15) calendar days to review the invoice and submit the invoices to Subrecipient for review. The Project Engineers shall submit the invoices through the Storm Integrated Recovery Operations and management System ("SIROMS") that is the DCA system of record for this HUD CDBG-DR grant. Both the Project Engineers and the Project Team will undergo a period of training to competently use SIROMS for payment and for general document storage. Such requests shall be made on a schedule formatted and provided by the DCA, clearly identifying the documentation that is required to be provided by Subrecipient to render the Draw Down request complete.
- B. Once Subrecipient receives the invoice, the City Engineer or designee shall review the invoice with respect to performance requirements. The Atlantic City financial team shall then review the invoice. Atlantic City staff shall submit a funds request to DCA accompanied by the required documentation.
- C. Once DCA receives the funds request, it will be subject to Program approval by the DCA, then Policy approval and the Sandy Recovery Division Finance team ("SRD Finance") approval before SRD Finance forwards the funds request to DCA Fiscal for payment to Atlantic City. Subsequent to the reviews, SRD Finance will alert Subrecipient to pay the Contractor invoice. Subrecipient shall then provide SRD Finance with proof of payment to the Contractor, at which point SRD Finance will advance the funds request to DCA Fiscal for the reimbursement to Subrecipient for the eligible cost, via electronic funds transfer.
- D. If DCA cannot approve the funds request, DCA will communicate with the Subrecipient via email or telephonically to provide additional information or DCA will return the funds request to Subrecipient for correction.
- E. In the event of non-compliance with this Agreement, DCA may withhold payment to the Subrecipient until DCA deems the Subrecipient has brought the Program within compliance. Noncompliance on any aspect funded under this Agreement may serve as a basis to withhold payment on other funds payable under this Agreement.

## **VII. NOTICES**

Any notice required or permitted to be given under or in connection with this Agreement, shall be in writing through mail or email. All such communications shall be transmitted to the contact information set forth below, or such other address or numbers as may be hereafter designated by either party in compliance with this section.

To DCA:  
Elizabeth Mackay, Esquire, CFA  
Assistant. Director, Legal, Sandy Recovery Division  
Department of Community Affairs

101 South Broad St.  
P.O. Box 800  
Trenton, NJ 08625-0800  
Email: [elizabeth.mackay@dca.nj.gov](mailto:elizabeth.mackay@dca.nj.gov)

To Atlantic City:  
Uzo Ahiarakwe, PE, PLS, PP, CME, City Engineer  
Office of the City Engineer  
City of Atlantic City  
1301 Bacharach Boulevard, Suite 603  
Atlantic City, NJ, 08401  
Email: [UAhiarakwe@cityofatlanticcity.org](mailto:UAhiarakwe@cityofatlanticcity.org)

To Atlantic City:  
Michael J. Perugini, Esquire  
City Solicitor  
Office of the City Solicitor  
City of Atlantic City  
1301 Bacharach Boulevard, Suite 406  
Atlantic City, NJ 08401  
Email: [Mjperugini@cityofatlanticcity.org](mailto:Mjperugini@cityofatlanticcity.org)

### **VIII. Compliance with Existing Laws and Policies**

The Subrecipient, in order to induce DCA to provide the grant and enter into this Agreement, agrees in the performance of this Agreement to comply with all applicable Federal, State, and municipal laws, rules, regulations, and written policies. Failure to comply with such laws, rules, regulations or policies shall be grounds for termination of this Agreement. Such laws, rules, regulations, and policies include, but are not limited to, the following:

- A. Subrecipient is responsible for complying with all applicable Federal CDBG-DR Program policies and CDBG and Disaster Recovery regulations and for implementing the Program in a manner satisfactory to DCA and consistent with any applicable guidelines and standards that may be required as a condition of DCA's providing the Grant Funds, including but not limited to all applicable CDBG Program Administration and Compliance requirements set forth by this Agreement and the Statement of Assurances, executed by Subrecipient and made a part hereof. DCA's providing of Grant Funds under this Agreement is specifically conditioned on Subrecipient's compliance with this provision and all applicable CDBG-DR Program policies and CDBG and Disaster Recovery regulations, guidelines and standards, including compliance with 24 CFR 570.900 et seq., governing performance reviews and remedial action.
- B. Subrecipient shall be responsible for requiring that all Subrecipients, borrowers, and Contractors (and all tiers of their Contractor or subcontractors) adhere to all applicable State and Federal laws and regulations, and to conduct all necessary monitoring for such

compliance. As to laws and regulations applicable to the use of CDBG-DR funds, Subrecipient is concurrently executing the Statement of Assurances, which shall be deemed to be requirements of this Agreement to the extent that they are applicable. As to any other laws and regulations that may apply to construction projects, Subrecipient is responsible for determining the applicable laws and regulations and ensuring compliance therewith.

- C. Notwithstanding the foregoing, the Subrecipient, in consultation with DCA, is responsible for environmental review completeness, decision-making, and to provide information to DCA, the responsible entity in accordance with 24 CFR Part 58, et al under the National Environmental Policy Act of 1969 and other related provisions of law. The Subrecipient shall be responsible for all costs associated with the environmental review.
- D. The Parties agree to comply with all applicable Federal CDBG-DR, and cross-cutting statutes and regulations as noted in the following Federal Register notices under HUD, including applicable waivers: FR-5696-N-01, March 5, 2013; FR-5696-04, August 2, 2013; FR-5696-N-06, November 18, 2013; ; FR-5696-08, March 27, 2014; FR5696-10, July 11, 2014; FR-5696-N-11, October 16, 2014; FR-5696-N-15, April 2, 2015.
- E. The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., if applicable, is by this reference incorporated as part of this Agreement and the Subrecipient agrees to comply with it. The Subrecipient warrants that neither it nor any contractor or subcontractor it might employ to perform work in furtherance of this Agreement is suspended, debarred or otherwise listed or is on record in the Office of the Commissioner or Department of Labor for failure to pay prevailing wages in accordance with the New Jersey Prevailing Wage Act. The Subrecipient further warrants that it and any contractor or subcontractors it might employ to perform work in furtherance of this Agreement shall comply with the more restrictive requirement of either the New Jersey Prevailing Wage Act or the Davis-Bacon Act, as amended (40 U.S.C. §3141 et seq.); .
- F. The Parties agree that, if applicable, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.S.A. 10:2-1 et seq., N.J.A.C. 13:6-1 et seq. and N.J.A.C. 17:27-1.1 et seq. are by this reference incorporated as part of this Agreement and are binding upon them. The Subrecipient agrees and guarantees to afford equal opportunity in performance of this Agreement in accordance with an affirmative action program approved by the State Treasurer. Further, if the cited laws and regulations apply to this Agreement, the Subrecipient agrees as follows:
  - 1. The Subrecipient shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. The Subrecipient shall take affirmative action to ensure that such applicants are recruited and employed, that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or



termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees, and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;

2. The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex;
3. The Subrecipient shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, a notice, to be provided by the agency grant officer, advising the labor union or workers' representative of the Subrecipient's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Subrecipient shall include these same provisions in any contractor or subcontract for work in furtherance of this Agreement.

G. The act codified at N.J.S.A. 52:13D-12 et seq., the "New Jersey Conflicts of Interest Law", and the act codified at N.J.S.A. 40A:9-22.1 et seq., the Local Government Ethics Law, are by this reference incorporated as part of this Agreement. The Subrecipient represents and affirms neither itself nor any of its employees, its contractor or subcontractors, its contractor or subcontractors' employees are engaged in any conduct which constitutes a conflict of interest under, or a violation of, either the New Jersey Conflicts of Interest Law or the Local Government Ethics Law.

H. The Subrecipient represents and warrants:

1. That no person or selling agency has been employed or retained to solicit or secure this Agreement in violation of N.J.S.A. 52:34-15,
2. That it has made, and knows of no payments or gratuities made in violation of N.J.S.A. 52:34-19,
3. That it is, and will remain, in full compliance with N.J.S.A. 40A:11-1 et seq., the Local Public Contracts Law, if applicable,
4. That it is, and will remain, in full compliance with N.J.S.A. 14A:13-1 et seq., and N.J.S.A. 15A:13-1 et seq. (both regarding out-of-state corporations), if applicable, and
5. That it is, and will remain, in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts), if applicable.

- I. The Subrecipient shall report in writing to the Attorney General and the Executive Commission on Ethical Standards, the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any other State vendor.
- J. The Subrecipient shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- K. The Subrecipient warrants that it will obtain and maintain, during the term of this Agreement, all licenses, certifications, authorizations, or any documents required by the Federal, State, county, or municipal governments and international authorities, wherever necessary, to perform this Agreement. The Subrecipient shall promptly notify the State of any disciplinary action or any change in the status of any license, permit, or other authorization required by law or this Agreement.
- L. New Jersey State Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid is by this reference incorporated as part of this Agreement.
- M. The following documents issued by the United States are by this reference incorporated as standards and procedures used by the Department and made part of this Agreement:
  - 1. United States Office of Management and Budget (“OMB”) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).
  - 2. OMB Circular A-133 Compliance Supplement 2015 (or as applicable) for Audits of States, Local Governments and Non-Profit Organizations (Compliance Supplement as applicable).  
[http://www.whitehouse.gov/omb/circulars/a133\\_compliance\\_supplement\\_2015](http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2015).

## **IX. Insurance**

The Subrecipient shall maintain in force for the term of this Agreement liability insurance as provided herein. These coverages shall be maintained either through insurance policies from insurance companies authorized to do business in the State of New Jersey or through formal, fully funded self-insurance programs authorized by law and acceptable to the Department. Unless current documentation is already on file, the Subrecipient must, within thirty (30) days after the effective date of this Agreement, provide to the Department current certificates of insurance, documentation of self-insurance, or both, for all coverages and renewals required under this Agreement. Each policy shall contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the DCA (ten days written notice for non-payment of premium). No payments may be made under

this Agreement until acceptable documentation of insurance coverage is received. The minimum required coverages are:

- A. Commercial General Liability: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The policy shall include coverage for contractual liability and shall include the State of New Jersey as an additional insured. The policy shall also include coverage for products liability. The coverage to be provided under the Commercial General Liability Policy shall not include any endorsement that restricts coverage for liability arising out of the operations financed by this Agreement.
- B. Business Automobile Liability Insurance that shall be written to cover any vehicle used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit.
- C. Worker's Compensation Self Insurance in accordance with the laws of the State of New Jersey and commercially purchased Employer's Liability Insurance with limits not less than:
  - \$1,000,000 Bodily Injury, Each Occurrence
  - \$1,000,000 Disease Each Employee
  - \$1,000,000 Disease Aggregate Limit

#### **X. Indemnification**

The Subrecipient shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost including, where the agreement is funded, in whole or in part, by the Federal government, any actions brought by the Federal government or any of its agencies (collectively, "damage") arising, or claimed to arise, from, in connection with, or as a result of, the Subrecipient's performance, attempted performance, or failure to perform in connection with this agreement (collectively, "performance"), regardless of whether such performance was undertaken by the Subrecipient, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf.

As nonrestrictive examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the Subrecipient had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage. The Subrecipient (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses arising in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The Subrecipient shall not assert any defense which would be available to the State but not to the Subrecipient, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law.

This agreement to indemnify shall continue in full force and effect after the termination, expiration, or suspension of this agreement. The Subrecipient does not hereby agree to indemnify the State against damage to the extent it results from the State's tortious action or inaction for which it would be liable under the New Jersey Tort Claims Act. As soon as practicable after it receives a claim for damage made against it, the State shall notify the Subrecipient in writing and shall have a copy of such claim forwarded to the Subrecipient.

## **XI. Assignments and Subcontracts**

The Subrecipient shall not contract or subcontract any of the work or services covered by this Agreement nor shall any interest be assigned or transferred, except as may be provided for in this Agreement or with the express written approval of the DCA.

- A. The Subrecipient shall be responsible for compliance by any contractor or subcontractor with the terms, conditions and requirements of this Agreement.
- B. The Subrecipient shall be responsible for any claims arising out of any contract or subcontract hereunder and, as a condition of any contract or subcontract hereunder, the contractor or subcontractor shall hold the State harmless from any claims by the contractor or subcontractor or third parties which may arise under or as a result of the contract or subcontract unless such claim arises from the sole negligence, gross negligence or willful misconduct of the State.
- C. The Subrecipient shall ensure that all contracts or subcontracts it enters into for construction work within the scope of this Agreement contain provisions governing the following:
  1. Retainage: Subrecipient will withhold from each progress payment, as retainage, two percent (2%) of the total earned amount. Subrecipient shall release the 2% retainage 31 days after a) final construction disbursement, b) all outstanding issues have been addressed, and c) no bills or sub-contractor payments are outstanding. Contractor shall not withhold retainage from its subcontractors and suppliers in amounts that are any percentage greater than that withheld in its contract with Subrecipient, unless otherwise acceptable to Subrecipient.
  2. Termination for Cause, Termination for Convenience, and Suspension of the Work: all contracts or subcontracts shall contain provisions governing termination for cause, termination for convenience, and suspension of the work.
  3. Performance, Payment and Maintenance Bonds: all contracts or subcontracts shall provide that within ten calendar days after notice of award, the contractor shall furnish a performance bond and a payment bond, both in an amount equal to 100% of the total contract price. A two-year maintenance bond of not less than 15% of the value of the performance bond is also required.

4. No Damage for Delay: all contracts and subcontracts shall provide that the contractor cannot recover for delay damages except as provided by the Local Public Contracts Law, N.J.S.A. 40A:11-19.
5. Liquidated Damages: all contracts and subcontracts shall provide for the recovery of liquidated damages by Subrecipient in the event of the failure of contractor to complete its work within the time stated in its contract, or any proper extension thereof granted by Subrecipient.

## **XII. Availability of Funds**

- A. This Agreement is contingent upon the appropriation and release of sufficient funds through DCA to Atlantic City to fulfill the requirements of this Agreement, including the factors as noted in Sections III. D and III.F.

## **XIII. Procurement Standards**

- A. All procurement activities shall adhere to the principles and standards governing Federal grant distribution set forth in the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200), or their equivalent in State law as attested to by DCA, and all applicable State procurement laws, including but not limited to Executive Order 125 (Christie 2013).
- B. Atlantic City will develop procedures in alignment with the following workflow:
  1. **Authorization to Advertise**

The Authorization to Advertise gives permission to Atlantic City to advertise the various contracts for their project. Authorization to Advertise may be given to individual contracts at different times, and not to the project as a whole.
  2. **Independent Cost Estimate**

Pursuant to CFR Part 200 Section 323, the procuring entity must make independent estimates before receiving bids or proposals. DCA will procure the Independent Cost Estimates.
  3. **RFP Review**

DCA will review the RFPs prior to issuance.
  4. **Bid Package/ Proposal Review**

DCA will join the Atlantic City team that evaluates the bid packages/proposals that Atlantic City receives in response to the RFPs.
  5. **Authorization to Award**

After DCA has participated in the review of bids/proposals and is in agreement with

Atlantic City's choice of bidder for award, DCA will issue an Authorization to Award.

#### **6. Change Order Approvals**

Any change order that will affect the Scope of Work on any project must be approved by DCA.

C.Subrecipient shall, to the greatest extent feasible, comply with Section 3 of the Housing and Urban Development Act of 1968, (12 USCS 1701), in the procurement of Contractors or subcontractors and/or other third-party entities for any project or objective encompassed by this Agreement in accordance with 24 CFR 510.607(b). Section 3 ensures that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, and to businesses that employ such persons. DCA will provide training in the Section 3 requirements to contractors procured by Atlantic City. In furtherance of the efforts to comply with Section 3, the Subrecipient shall hold community meetings after issuance of the Design/Engineering and Construction RFPs to promote greater participation by local residents and businesses (see also XII F below).

D.Subrecipient shall verify that none of the contractors or subcontractors awarded contracts pursuant to this grant are on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR 570.609 nor on the State Debarment List. No contractors or subcontractors on either List may receive any CDBG funds.

E.Subrecipient shall also comply with all labor standards in accordance with 24 CFR 570.603

F.Subrecipient, and any contactor or subcontractor engaged to carry out work under this Agreement, shall make all required efforts to procure minority- and women-owned businesses in accordance with 24 CFR Part 570.607(a). To facilitate this goal, before proposals are accepted, a meeting will be held to introduce prospective bidders to invited minority-, women-, small- and veteran-owned businesses, as well as prospective employees through the State Department of Labor.

#### **XIV. Property Management Standards**

Property furnished by the Department or acquired in whole or in part with Federal or Department funds or whose cost was charged to a project supported by Federal or Department funds shall be utilized and disposed of in a manner generally consistent with State and Federal requirements (2 CFR Part 200, Part D, Property Standards).

#### **XV. Method of Payment and Retainage**

A. Payment under this Agreement will be made upon submission by the Subrecipient of a properly executed State invoice form and all invoices, bills, and other documents necessary

to justify the payment. See Section IV. Payment Process; Compensation. This form must also be accompanied by a certification from the Subrecipient that all procurements for which payment is requested have been made in accord with 2 CFR 200.317 through 200.326 and OMB Circular A-87 and in accord with all applicable State laws and have been made during the work period.

Subrecipient may not use any grant funds to satisfy any obligation except to the extent that it represents allowable costs incurred for eligible activities under applicable CDBG-DR requirements which are satisfactorily completed during the period of performance and which are otherwise payable under the terms of this Agreement.

- B. All invoices must be submitted by the Subrecipient and all payments shall be made by the State upon verification of complete invoices, no later than ninety (90) days after the end of the work period.

#### **XVI. Matching and Cost Sharing Requirements**

If there are any matching and/or cost sharing requirements indicated, regardless of whether Federal funds are involved, the Subrecipient shall account to the satisfaction of the Department for these requirements in accordance with 2 CFR 200.306 "Cost Share or matching".

#### **XVII. Financial Management System**

Other than SIROMs, the System of Record for this grant, Subrecipient shall be responsible for maintaining an adequate financial management system in accordance with the provisions found at 2 CFR Part 200 et al. Subrecipient shall notify the DCA when the Subrecipient cannot comply with the requirements established in this section, Financial Management System.

- A. Subrecipient financial management system shall provide for:
  - 1. Accurate, current, and complete disclosure of the financial results of each project, Agreement, or contract,
  - 2. Records that adequately identify the source and application of funds for DCA-supported activities, and that contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income,
  - 3. Effective internal and accounting controls over all funds, property, and other assets, which controls adequately safeguard all such assets and assure that they are used solely for authorized purposes,
  - 4. Comparison of actual outlays with budgeted amounts for all projects and major cost categories (See Section III. D. 2 Budget),
  - 5. Accounting records that are supported by source documentation,

6. Procedures to minimize the time elapsing between the disbursement of funds by the Subrecipient and the reimbursement by the DCA, and
  7. Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of 2 CFR Part 200, Subpart E, Cost Principles.
- B. If the Department determines that the Subrecipient's accounting system does not meet the standards described in A of this Section XII, Financial Management System, additional information to monitor the Agreement may be required by the DCA upon written notice to the Subrecipient.

### **XVIII. Financial and Performance Reporting**

- A. The Atlantic City Resilience Program budget (See Section III. D. 2 Budget), is the approved financial plan to carry out the purpose of this Agreement. The budget shall be itemized to disclose specifically the Agreement tasks and project activities to be funded.
- B. The Subrecipient shall submit interim expenditure reports, comparing actual expenditures with the approved Program Budget on a monthly basis and updating cash flow and budget projections. These reports must be certified by the Subrecipient's Chief Financial Officer.
- C. The Subrecipient shall submit performance reports to the DCA on a monthly basis. Performance reports shall present the following information for each project and shall include all available and relevant, quantitative data pertaining to production of project work units, completion of tasks, and actual costs for each unit or task:
1. A comparison of actual accomplishments to the objectives established in Scope of Services and project descriptions (pages 4 through 8 of the Agreement) and the Project and Payment Schedule provided by the Project Engineers.
  2. Reasons why established goals were not met, or tasks were not completed as scheduled, and
  3. Additional pertinent information, including a description of work performed during the reporting period, any Work Orders or modifications to the planned scope of work, and an anticipated work schedule for the next reporting period.
- D. The Subrecipient shall submit a final report on its overall performance of this Agreement, and a final Expenditure Report, comparing actual expenditures for the entire Program with the Approved Program Budget, certified by the Chief Financial Officer, within 90 days after the end date of the period of performance.
- E. If reports are not submitted as required, the DCA may, at its discretion, suspend payments under this Agreement. If the Subrecipient has a history of unsatisfactory performance or the



Subrecipient does not submit satisfactory reports, the Department may require additional and more detailed reports from the Subrecipient.

### **XIX. Monitoring Performance**

- A. The Subrecipient shall continually monitor its performance under this Agreement to assure that the Program Schedule is being met, projected work units or tasks by time periods are being accomplished, and other performance goals are being achieved as applicable and as defined in Scope of Services and Project Descriptions and the Project and Payment Schedule.
- B. The Subrecipient shall inform the DCA as soon as possible if any of the following types of conditions affect project objectives and performance and shall describe the action taken, or contemplated, and the DCA assistance needed, if any, to respond to any such condition:
  - 1. Problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the completion of project work units or tasks within established time periods, and
  - 2. Favorable developments or events that enable meeting time schedules and goals sooner than anticipated or producing more project work units or completing more work units or tasks than originally projected.
- C. The Office of Compliance and Monitoring in the Sandy Recovery Division, DCA, is required to by HUD to conduct an onsite monitoring of the Program annually and will require access to all personnel, contractors and documentation.
- D. HUD or DCA may, at their discretion, make site visits to:
  - 1. Review project accomplishments and management control systems,
  - 2. Audit the financial records pertaining to this Agreement, and
  - 3. Provide such technical assistance as may be required.
- E. If the Subrecipient is not performing satisfactorily in the judgment of the DCA, the DCA may require remedial measures deemed necessary to fulfill the project requirements, including requiring the Subrecipient to obtain additional approvals before proceeding or requiring the Subrecipient to obtain outside technical or managerial assistance.

### **XX. Audit Requirements**

- A. All Agreements are subject to audit by the State. This Agreement may be audited at the discretion of the State up to five (5) years after the date of last payment or as otherwise required, by the Office of the State Comptroller. Any such audit must be made in accordance with generally accepted auditing standards, including the standards described in the Federal General Accounting Office Government Auditing Standards.

- B. Pursuant to the Federal Single Audit Act of 1984, P.L. 98-502 (the "Audit Act"), the Single Audit Act Amendments of 1996, P.L. 104-156 ("Audit Act Amendments"), and 2 CFR Part 200, subpart F, Audit Requirements, , any grant to a local government funded by the Federal government is subject to the single-audit provisions of the Audit Act. Pursuant to State Circular Letter 15-08-OMB (effective December 26, 2014), the State of New Jersey has adopted by reference the standards and provisions of the Audit Act and 2 CFR Part 200, Subpart F, Audit Requirements.
1. If Subrecipient expends a total of \$750,000 or more in Federal financial assistance or State financial assistance in the Subrecipient's fiscal year, the Subrecipient must have an annual single audit or program-specific audit performed in accordance with the Audit Act, Audit Act Amendments, 2 CFR Part 200, Subpart F, Audit Requirements, and State policy.
  2. Subrecipients that expend less than \$750,000 in Federal or State financial assistance within their fiscal year, but expend \$100,000 or more in State and/or Federal financial assistance within their fiscal year, must have either a financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit performed in accordance with the Audit Act, Audit Act Amendments, 2 CFR Part 200, Subpart F, Audit Requirements, and State policy.
- C. Where a single audit or other audit conducted hereunder indicates any noncompliance by the Subrecipient with the material terms and conditions of this Agreement, the Subrecipient shall forthwith take corrective action as permitted or required by the Agreement Amendment; Agreement, Termination, Expiration, and Suspension; or as otherwise required by the Department. As a result of any audit hereunder, recommendations shall be made whether any costs incurred by the Subrecipient should be disallowed as beyond the scope or the purpose of this Agreement, excessive, or otherwise impermissible. The DCA retains the right to recover any disallowed expenditures, and the Subrecipient shall return to the DCA any disallowed expenditures no later than thirty (30) days after the request.
- D. In any case, whether or not it is subject to the single-audit requirements, this Agreement is, at the discretion of the DCA, subject to audits by HUD, the State or DCA at any time prior to closeout and subject to a follow-up compliance audit which may build upon the single audit or other audit required.
- E. Copies of all audit reports involving this Agreement must be sent to the DCA, Office of Compliance and Monitoring.

## **XXI. Agreement Amendment**

This Agreement may only be amended in writing and executed by a duly authorized representative of each Party. Amendments shall not invalidate this Agreement, nor relieve or release any Party except as may otherwise be provided. Amendments will generally be required when any of the following are anticipated: i) revision to the scope or objectives of the Project,

including purpose or beneficiaries; ii) need to extend the availability of Grant Funds; iii) revision that would result in the need for additional funding; and iv) expenditures on items for which applicable cost principles (2 CFR Part 200, Subpart E) require prior approval (see 24 CFR 570.200h for pre-award/pre-agreement costs).

DCA may, in its discretion, require that this Agreement be amended to conform to Federal, State or local governmental laws, regulations, guidelines, policies and available funding amounts. If any such amendment would result in a change in the funding, the Activities, or schedule of the Activities to be performed under this Agreement or Grant Funding Sub-Agreement, such changes shall be incorporated by written amendment signed by both Parties.

## **XXII. Closeout Procedures**

The closeout of this grant award shall mean the process by which DCA determines that all applicable administrative actions and all required work have been completed by the Subrecipient. This process shall include the steps enumerated below.

- A. Given the expiration date for the CDBG-DR Superstorm Sandy grant to DCA, the Subrecipient shall submit a final report before the end date of the period of performance, September 2022.
- B. The Subrecipient shall, together with the submission of the final report, agree to de-obligate to the DCA any funds allocated but not committed to payment of eligible project costs in accordance with the Program Budget.
- C. The Subrecipient shall refund to the DCA any funds spent on costs which are disallowed by the DCA. Such refund shall be made within thirty (30) days after the request.
- D. In the event a final audit has not been performed prior to the closeout of this Agreement, the DCA retains the right to recover any appropriate amount after fully considering any recommendation on disallowed costs resulting from the final audit.
- E. The Subrecipient shall account for any property acquired with grant funds or received from the DCA in accordance with Section IX, Property Management Standards.
- F. The Subrecipient shall comply with any Federal closeout procedures applicable to this Agreement and/or identified by the Department as necessary to qualify for Federal reimbursement for any funds expended under this Agreement, including the closeout procedures set forth at 2 CFR § 200.343-§ 200.345.
- G. The Department retains the right to request any additional information necessary to close out this Agreement and may retain any final grant payment until the closeout procedure is completed.

### **XXIII. Termination, Expiration, and Suspension**

- A. The following definitions shall apply for the purposes of this Section XVIII, Termination, Expiration, and Suspension:
1. Termination - The "termination" of this Agreement means the cancellation of unsatisfied, contractual obligations prior to the completion of the Agreement tasks by the Subrecipient. Work should stop unless the Subrecipient wants to continue at its own expense.
  2. Expiration Date - The "expiration date" of this Agreement is the agreed upon date at which time the term of this Agreement automatically ends absent a formal written amendment to the Agreement executed by the Parties.
  3. Suspension - The "suspension" of this Agreement means a temporary cessation of State support or assistance pending corrective action by the Subrecipient or pending a decision to terminate the Agreement by DCA. Work should stop unless the Subrecipient wants to continue at its own expense and is not otherwise required for good cause to stop by DCA.
- B. If the Subrecipient fails to comply with any term, condition, requirement, or provision of this Agreement or fails to make sufficient progress so as to reasonably ensure completion of performance of this Agreement within the time frames set for herein, the DCA may upon notice to the Subrecipient suspend this Agreement and withhold further payments, prohibit the Subrecipient from incurring additional obligations of grant funds pending corrective action by the Subrecipient, or decide to terminate this Agreement in accordance with paragraph C of this Section. The DCA may, at its sole discretion, allow Subrecipient to incur additional costs that could not be reasonably avoided during the period of suspension provided that said costs meet the provisions of 2 CFR Part 200, Subpart E, Cost Principles, or any other applicable State or Federal requirements.
- C. DCA may terminate this Agreement, in whole or in part, upon thirty (30) days' notice, whenever it determines that the Subrecipient has failed to comply with any term, condition, requirement, or provision of this Agreement or fails to make sufficient progress so as to reasonably ensure completion of performance of this Agreement within the time frames set forth therein. DCA shall promptly notify the Subrecipient, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect. Upon termination, DCA retains the right to recover any improper expenditures from the Subrecipient and the Subrecipient shall return to DCA any improper expenditures no later than thirty (30) days after the date of termination. DCA may, at its sole discretion, allow Subrecipient to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of 2 CFR Part 200, Subpart E, Cost Principles, or any other applicable state or Federal requirements.

- D. Suspension and termination: In accordance with 2 CFR 200.338, suspension or termination may occur if the Subrecipient materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 2 CFR 200.339.
- E. Reversion of assets: Upon expiration of this Agreement, the Subrecipient shall transfer to DCA, any CDBG-DR funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Additionally, any real property under the subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the subrecipient in the form of a loan) in excess of \$25,000 shall either be:
1. Used to meet one of the National Objectives in 24 CFR 570.208 until five years after expiration of this Agreement, or for a longer period, as determined to be appropriate by the DCA; or
  2. Not used in accordance with paragraph E. 1. of this section, in which event the Subrecipient shall pay to DCA an amount of equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition of, or improvement to, the property. The payment would be Program Income to DCA. (No payment is required after the time specified in the above).
- F. Termination Due to Unavailable Funding: This Agreement is contingent upon the appropriation and release of sufficient funds to DCA to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide adequate funds to DCA for fulfillment of this Agreement shall constitute reason for termination. Subrecipient shall be paid for all authorized services properly performed prior to termination, including reimbursement to Subrecipient for completion of a project undertaken pursuant to this Agreement.
- G. The described Closeout Procedures in Section XVII shall apply in all cases of termination of this Agreement.
- H. Obligations Governing Use of CDBG-DR Funds Survive Termination: Termination of this Agreement under any of the foregoing provisions shall not alter or diminish Subrecipient's obligations governing the use of CDBG-DR funds under applicable statutes and regulations or under this Agreement and/or shall not terminate any of Subrecipient's obligations that survive the termination of this Agreement. Such obligations and/or duties may include but are not limited to the following: (1) the duty to maintain and provide access to records; (2) the duty to monitor and report on the use of any Grant Funds expended or awarded to Subrecipient in compliance with all terms, conditions and regulations herein; (3) duty to enforce compliance with terms of grants or loans issued by Subrecipient under this Agreement; and (4) duty to monitor, collect and manage Program Income, if applicable.

#### **XXIV. Access to Records**

- A. The Subrecipient agrees to make available to HUD, DCA, any Federal agency whose funds are expended in the course of this Agreement, the Comptroller General of the United States, the Office of the State Comptroller or any other State auditor, and any of their duly authorized representatives, such pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit Subrecipient's performance under this Agreement. With respect to those records referenced in the Statement of Assurances, DCA and Subrecipient shall comply with the access requirements set forth in 24 CFR 570.506.
- B. Whenever reasonable and practical, DCA shall give reasonable notice to the Subrecipient prior to any visitation, inspection, or audit, including any visitation or request for documentation in discharge of the State's responsibilities. However, DCA retains the right to make unannounced visitations, inspections, and audits as deemed necessary during normal business hours.
- C. DCA reserves the right to have access to records of any contractor or subcontractor of Subrecipient and requires the Subrecipient to provide DCA access to such records in any contract with the contractor or subcontractor.
- D. DCA reserves the right to have access to all work papers produced in connection with audits made by the Subrecipient or by independent certified public accountants or licensed public accountants hired by the Subrecipient to perform such audits.

## **XXV. Record Retention**

- A. The Subrecipient shall retain financial records, supporting documents, statistical records, and all other records in the Subrecipient's financial management system or otherwise pertinent to this Agreement (a) for a period of seven (7) years from the date of last payment under this Agreement, pursuant to State requirements.
  - 1. If any litigation, claim, or audit is started before the end of the seven (7) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
  - 2. Records for nonexpendable property acquired with DCA funds shall be retained for seven (7) years after the property's final disposition.
- B. DCA may request transfer of certain records to its custody from the Subrecipient when DCA determines that the records possess longer term retention value and will arrange with the Subrecipient to retain any records that are continuously needed for joint use.
- C. The Subrecipient may adopt appropriate methods for collection, transmission and retention of records in accordance with 2 CFR 200.335, including retention in electronic versions provided that the records are subject to periodic quality control reviews, provide reasonable safeguards against alterations, and remain readable.

## **XXVI. Approvals and Authorizations**

- A. Unless specifically stated otherwise, wherever this Agreement requires the approval or authorization of DCA, that approval or authorization must be given in writing by the Commissioner of DCA, by the authorized delegate who signed this Agreement, or by said delegate's successor or superior, if any.
- B. If the Subrecipient is a municipal or county government agency, the Subrecipient must submit with this Agreement a copy of an ordinance or resolution, duly enacted by the governing body of that municipal or county government agency or of the municipality or county, authorizing execution of this Agreement. DCA will not make any payments until such ordinance or resolution is received.

## **XXVII. Disallowed Costs**

- A. Subrecipient Disallowed Costs: Where the Subrecipient has been reimbursed by DCA for costs which are subsequently disallowed by DCA, the Subrecipient shall return the funds to DCA no later than thirty (30) days after the request.

## **XXVIII. Miscellaneous Provisions**

- A. Applicable Law and Venue: This Agreement shall be governed by and construed in accordance with all applicable Federal and State laws, including but not limited to the Contractual Liability Act, N.J.S.A 59:13-1 et seq. Any legal action resulting from the implementation of this Agreement shall be brought and adjudicated in the State of New Jersey.
- B. Conflict of Terms: In the event of any conflict, the order of precedence shall be (1) the terms and conditions of this Agreement; (2) any State Agency application form or specific correspondence describing the Project and/or soliciting a Subrecipient's proposal; and (3) the Subrecipient's proposal (Attachment I).

NOTE: The only exception to the above is that consistency with rules and regulations promulgated pursuant to the State Program's enabling legislation or pursuant to Federal CDBG-DR rules and regulations shall always have precedence in any conflict with the terms and conditions of the Agreement.

- C. Dispute Resolution: Consistent with the Contractual Liability Act, N.J.S.A 59:13-1 et seq., unless otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between the State and the Subrecipient arising out of, or relating to, this Agreement or the breach of it will proceed as follows:
  - 1. The dispute shall initially be submitted by either party for resolution via administrative proceedings conducted by the Department.

2. If there is no mutually agreeable resolution after administrative recourse is exhausted, the matter may then proceed to arbitration or litigation. Any litigation must be submitted to, and heard by, a court of competent jurisdiction within the State of New Jersey.
- D. Performance: The Subrecipient warrants that it is aware of the work required to be performed under this Agreement, that it has the capabilities and credentials required by the Agreement, and that it will faithfully perform the work and abide by the terms, conditions, and other requirements of this Agreement.
- E. Disclaimer of Agency Relationship: The Subrecipient's status shall be that of an independent principal and not as an agent or employee of the State. Nothing contained in the Agreement shall be construed to create, either expressly or by implication, the relationship of agency between the State and the Subrecipient or its contractors or subcontractors.
- F. Computation of Time: When the Agreement refers to a period of time in terms of days, the day of the act or event from which the designated period begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. In computing a period of time of less than seven (7) days, Saturday, Sunday, and legal holidays shall be excluded.
- G. Intellectual Property Rights: If the Subrecipient, in the course of its duties under this Agreement, develops any invention apparatus, computer program, discovery, or other intellectual property, the State will own the entire right, title and interest throughout the world to each such property right and to patents and copyrights protecting the same. The State's ownership shall be unaffected by any assignment, suspension, termination, or expiration of this Agreement.
- H. Captions and Headings: Captions and headings used in this Agreement are for convenience of reference only and shall in no way be deemed to define, limit, explain, or amplify any term or provision.
- I. Severability: In case any term or provision of this Agreement shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of any remaining part nor the validity of any other term or provision shall in any way be affected by such holding.
- J. Entire Agreement: The Parties understand and agree that all prior understandings and Agreements between them regarding performance of the obligations described herein are merged into this written grant Agreement which supersedes all such prior understandings and Agreements. Neither party enters into this Agreement in reliance on any statement or representation of the other which is not reiterated herein.
- K. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which taken together shall constitute one and the same instrument.



- L. Notices: All notices, certificates, and other documents (a "notice") to be given by one party to the other shall be in writing and shall be delivered to the other party. Any such notice shall be delivered to the address of the Subrecipient or DCA shown in Section V., Notices, by email, overnight courier service or by regular first class, certified, or registered mail, postage prepaid. If mailed, said notice shall be deemed to have been received five (5) days after its deposit in the United States Mail; and if given otherwise, said notice shall be deemed to have been received when delivered to the party to whom it is addressed.
- M. Waiver of Breach: The waiver by either party of any breach of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision.
- N. Gender and Number: Use of the singular or plural includes the other and use of any gender includes all genders, as the context requires or permits.
- O. Waiver of Jury Trial: In the event of litigation, Subrecipient waives any right it may have to a trial by jury.
- P. No Authorship Presumptions: Each of the Parties has had an opportunity to negotiate the language of this Agreement prior to its execution. No presumption shall arise, or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.
- Q. No Personal Liability of Individual Representatives: No covenant or Agreement contained in this Agreement shall be deemed to be the covenant or Agreement of any official, trustee, officer, agent or employee of either Party in his or her individual capacity, and neither the officers of either Party nor any official executing this Agreement shall be personally liable with respect to this Agreement, or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.
- R. Delay or Omission: No delay or omission in the exercise or enforcement of any right or remedy accruing to either Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.
- S. Prohibited Activity: Subrecipient is prohibited from using, and shall require that its contractors and or subcontractors, if any, are prohibited from using, the Grant Funds provided herein or personnel employed in the administration of the Program for political

activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. Subrecipient will comply with the provision of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of certain employees.

- T. Safety: Subrecipient shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of its performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1926, shall be observed and Subrecipient shall take or cause to be taken such additional safety and health measures as Subrecipient may determine to be reasonably necessary. Subrecipient shall require all contractor and subcontractors, to provide safety insurance for their employees.
- U. Fund Use: Subrecipient agrees not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot, nor shall such Grant Funds be used to lobby for or against any proposition or matter having the effect of law being considered by the New Jersey Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the New Jersey Legislature or any local governing authority.
- V. Anti-Lobbying: Subrecipient shall ensure that its contractors or subcontractors, or Subrecipients seeking reimbursement have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that they will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Subrecipient's contractors or subcontractors, or Subrecipients shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- W. Contractor or subcontractors: Subrecipient may not enter into contracts with third parties for the performance of any part of Subrecipient's duties and obligations in implementing the programs described in this Agreement without the prior written approval of DCA. In no event shall the existence of such a contract operate to release or reduce the liability of Subrecipient to DCA for any breach in the performance of Subrecipient's or any contractor's or subcontractor's duties.
- X. Copyright: No materials, including but not limited to reports, maps, documents or plans produced as a result of this Agreement, in whole or in part, shall be available for copyright purposes to any other person. Any such material produced as a result of this Agreement that might be subject to copyright is the property of, and all rights shall belong to, the Parties, unless the Parties agree otherwise in writing.

Software and other materials owned by DCA or a third party prior to the date of this Agreement and not related to this Agreement shall be and remain the property of DCA or third-party.

- Y. Provision of Information: The Parties will, where either Party believes necessary, provide information to undertake their responsibilities described herein. All records, reports, documents and other material delivered or transmitted shall remain the property of the transmitting Party and shall be returned, upon request, at termination, expiration or suspension of this Agreement.
- Z. Drug-Free Workplace Compliance: Subrecipient hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended and with 2 CFR Part 182 and Part 2429. Further, Subrecipient will endeavor to ensure that Contractors and any third parties providing Program services are in compliance with the Drug-Free Workplace Act of 1988, as amended, and with 2 CFR Part 182 and Part 2429.
- AA. Applicability of Provisions Included/Excluded from the Agreement: Failure to expressly reference any applicable Federal or State regulation, statute, public law, Executive Order, agency directive or OMB Circular will not exempt either Party from compliance with such applicable law or regulation, and all applicable provisions not included will be deemed as inserted herein. Likewise, execution of this Agreement will not obligate either Party to comply with any regulation, statute, public law, Executive Order, agency directive or OMB Circular, if not otherwise applicable to the use of the CDBG-DR funds provided herein or to the particular projects performed under this Agreement, even though it may be referenced in this Agreement or in the Appendices.
- BB. No Third-Party Beneficiary: Nothing herein is intended, and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement. This provision shall not limit any obligation which either Party has to HUD in connection with the use of CDBG-DR funds, including the obligation to provide access to records and cooperate with audits as provided in this Agreement.

## **XXIX. TERM OF AGREEMENT; TERMINATION OR SUSPENSION OF AGREEMENT**

### **A. Term of Agreement**

This Agreement shall be deemed effective as of the date hereinabove written and shall continue until such time as Subrecipient no longer is exercising any supervision or control over any of the Grant Funds, unless terminated prior to such time in accordance with the terms and conditions of this Agreement.

The Parties have executed and delivered this Agreement on the date set forth next to their respective signatures below, but effective as of the date set forth above.

**This agreement effective as of the date of the Mayor's signature.**

**ATTEST:**

**CITY OF ATLANTIC CITY**

By: Paula Geletei  
Paula Geletei, City Clerk

By: Marty Small, Sr.  
Marty Small, Sr., Mayor

**WITNESS:**

**STATE OF NEW JERSEY, DEPARTMENT  
OF COMMUNITY AFFAIRS**

By: \_\_\_\_\_

By: \_\_\_\_\_

**The within Agreement approved as to form and execution.**

Dated: 5-15-20

By: Michael J. Perugini  
Michael J. Perugini, City Solicitor

# Resolution of the City of Atlantic City

No. 207

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

\_\_\_\_\_  
City Solicitor /s/ Michael J. Perugini

\_\_\_\_\_  
Adetoro Aboderin, Chief Financial Officer

Prepared by City Solicitor's Office

Council Members DELGADO & KURTZ present the following Resolution:

**AUTHORIZATION TO ENTER INTO A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF ATLANTIC CITY AND THE STATE OF NEW JERSEY BY AND FOR THE DEPARTMENT OF COMMUNITY AFFAIRS IMPLEMENTING GRANTS UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM THROUGH THE ATLANTIC CITY RESILIENCE PROGRAM**

**WHEREAS**, the State recognizes the economic and cultural importance of Atlantic City and seeks to protect the State's prior considerable investment in the community, including CDBG-DR monies to restore the housing stock, incentivize small businesses to rebuild and to encourage future public and private investment; and

**WHEREAS**, pursuant to 24 CFR 570.501, the DCA has been designated by HUD to administer the State's CDBG-DR funds, totaling \$4.1 billion, that are subject to Federal statutes and regulations governing CDBG-DR grants, as modified by any exceptions and waivers previously granted and which may hereinafter be granted by HUD; and

**WHEREAS**, the State submitted to HUD, and HUD on April 29, 2013 approved a "Community Development Block Grant Disaster Recovery Action Plan" ("Action Plan"), and subsequently approved Action Plan Amendments detailing a range of programs to address the State's substantial unmet needs and recovery relief after Superstorm Sandy, including Action Plan Amendment (APA) 35, approved by HUD on February 7, 2020, which provides for a \$20 million reallocation of funding to the Atlantic City Resilience Program ("ACRP" or "Program") (see Appendix B); and

**WHEREAS**, the public purpose to be derived from this Agreement is the repair and replacement of infrastructure and public facilities that sustained damage due to Superstorm Sandy. The funds will address post-Sandy unmet needs, on a longer-term basis, the improvements will help mitigate against repetitive flooding that has handicapped economic development in Atlantic City; and

**WHEREAS**, the Parties agree to enter into a Subrecipient Agreement to set forth their mutual understanding regarding their respective roles and responsibilities for implementation of the Program, including funding for, and oversight of, the project work to be performed by Subrecipient.

**NOW, THEREFORE, BE IT RESOLVED,** by the Council of the City of Atlantic City that Council hereby authorizes the negotiation and execution of a Subrecipient Agreement in consideration of the principles, assurances and promises contained herein, by which DCA will allocate CDBG-DR funds to Subrecipient City of Atlantic City to undertake the Program.

ew May 15, 2020 12:46 PM

DO NOT USE SPACE BELOW THIS LINE													
RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
DELGADO	X						MORSHED	X					
DUNSTON	X						RANDOLPH	X					X
FAUNTLEROY	X						SHABAZZ	X				X	
KURTZ	X						ZIA	X					
TIBBITT, PRESIDENT								X					
X-Indicates Vote    NV-Not Voting    AB-Absent    MOT-Motion    SEC-Second													

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: APRIL 15, 2020

/s/ Paula Geletei, City Clerk

# ATTACHMENT 4

## **Scope of Work by Project**

### **A. GARDNERS BASIN BULKHEADS - DREDGING**

#### ***I. Scope of Work***

The City is seeking proposals to complete the necessary surveying, testing, design, permitting, development of plans/specifications, bidding, and construction assistance for the repair of the bulkhead and subsequent work required for bulkhead repairs and dredging within the City-owned park site known as Gardner's Basin.

This project includes engineering design services that shall result in bid-ready signed/sealed plans and specifications; application/acquisition of all associated permits that may be required; and bidding, construction management, inspection and grant management.

General Project description which shall be implemented into design:

- A. Utilize due diligence, utility mark-outs, existing conditions, and survey information to generate a base map as needed, including but not limited to the use of aerial images and ground penetrating radar (GPR) services if deemed necessary.
- B. Determine the regulatory agency jurisdictional limits; and low and high-water level elevations.
- C. Develop the design plans, details, cross sections, and specifications report as necessary. These documents shall be utilized for all permitting, bidding and construction.
- D. Coordination with various utility companies as may be required during the design phase (e.g., scheduling, for potential conflicts with the proposed work, etc.).
- E. Coordination with City, County, Regional, State and Federal agencies as may be required during the design phase or as directed by the City.
- F. The plans and bid specifications shall be in compliance with the State's Local Public Contract Law (N.J.S.A. 40A11-1et seq.), etc.
- G. Provide a signed digital copy of the final plans and specifications and three (3) signed and sealed paper copies of all documents needed for bidding and filing purposes to the City Engineer's Office.
- H. Provide signed and sealed plans, specifications, application and all supportive documentation as necessary for permitting, application and agency response purposes, as required or applicable to this project, and obtain and provide all permit(s), approval(s), etc.
- I. The New Jersey Department of Community Affairs (DCA) shall oversee project schedule and costs, along with the provision of independent costs estimates. This shall



consist of proactively monitoring the project with a focus on schedule and costs, compliance with the project requirements and with Federal requirements. Successful consultant shall cooperate with DCA and/or designee.

- J. Assist the City and DCA and/ or designee with the development of the Master Program Schedule that will include intermediate and major milestones for the Program and individual projects.
- K. Report weekly as to project progress, major milestones planned and actual, a cost summary that includes the base contract and modifications, critical issues or potential problems that DCA and the City should know about and various other issues, as applicable.
- L. Prepare, maintain and monitor a preliminary and master project Critical Path Method (CPM) schedule for the project.
- M. Schedule, coordinate and provide minutes of progress meetings which includes relevant notes from the meeting, an update on the permitting process, update on the planned versus actual schedule and update to the project costs. These meetings shall be scheduled on a monthly basis or more frequently if needed.
- N. Prepare project budget and cost estimates, on an as needed basis.

## ***II. Detailed Scope of Work***

### **A. Bathymetric Survey**

A bathymetric survey shall be completed to determine the location and amount of dredge material to be removed. The area of dredging includes the Gardner's Basin marina and the access channel, if needed. Dredging is proposed to the maximum permissible depth (assumed to be six feet below low tide).

### **B. Testing**

Complete laboratory testing of dredge materials as required by NJDEP.

### **C. Engineering Design**

Inspect all bulkheads, tie back systems, outlet structures and check valves to determine the need for replacement or repair. The project should be designed to minimize the impact on the ongoing marina operation. Prepare plans required for permitting and construction purposes and to develop an accurate cost estimate for permitting and City budget purposes.

The Plan for dredging shall include the following as a minimum:

1. The phasing of the dredging, methodology, and equipment to be used.
2. Estimated start and completion dates for each phase including sections and depths to be dredged.

3. A description of the procedure for monitoring of the dredging.

#### **D. Permitting**

Preparation of applications and associated reports for all permits required for this dredging project (Identify all permits required in your proposal). Preparation of the required notifications associated with the applications. All permit fees shall be paid by the City.

- Preparation of permit plans for dredging with existing and proposed contours including existing and proposed cross sections, as required, with dredge volume calculations.
- Preparation of the required notifications associated with the applications.
- Preparation of a cost estimate for the project for use in the Waterfront Development Application as well as by the City.
  - Attend meetings with Regulatory Authorities/Agencies and the City as required through the permitting phase.

#### **E. Bidding**

Prepare bid documents including construction drawings, front end documents, technical specifications, notice to bidder, and engineer's cost estimate. Organize Pre-Bid Meeting to encourage Section 3 engagement. Work in coordination with the City Purchasing Department to respond to all questions posed during the bidding process and issuance of addendums if needed. Attend the bid opening, tabulate the bids, provide engineering review and submit a Bid Report recommending award or in the alternative a recommendation for the rejection of bids.

#### **F. Construction Management**

##### Pre-Construction Meeting

Administer the pre-construction meeting with the Contractor.

##### Scheduling Review and Monitoring

Review and approve the contractor's estimated job construction progress schedule. Evaluate project schedules for (1) logic, (2) duration of activities, and (3) compliance with the limitation of operations, as specified in the contract documents. Monitor and revise schedule as needed.

##### Document Management/Record Keeping

Maintain an internal status log of the Contractor's RFIs and submissions and shall be responsible for the routine monitoring of status and disposition of all Shop and Working Drawings in order to record and track their disposition through the review process.

##### Project Phasing/Work Site Safety

To identify a work program that allows for an efficiency of operations, while still maintaining access (when needed) through the project limits and to respond to the contractor's work and phasing plan. It is critical that the work program establishes, from the onset, an environmentally responsive approach to protecting on-site staff and the various customers.

### Preparation of Additional Drawings and Sketches

Review additional drawings and sketches for construction as may be required in order to address unexpected field conditions.

### Contractor Pay Applications and Change Orders

Review and approve the contractor's schedule of values before the first scheduled application for payment. Create a log for recording any change orders and modifications to the contract. Review and approve all Contractor pay applications and change orders in accordance with Contract documents. Each Change Order requires an independent cost estimate to be performed by the construction management team. Change order work requires proper documentation that includes photos, time and material documentation (if required) and notification of the NJDCA's management team prior to the work being completed.

### Review of RFIs

Review and provide comments, interpretations, and/or recommendations in response to the Contractor's RFI and proposed substitutions.

### As-Built Drawings

The Contract Documents shall be redlined and periodically reviewed for completeness and accuracy.

## **G. Construction Inspection**

### Daily Field Reports

Prepare daily field reports that shall include photos, field constructed quantities, field testing results and general field observations.

### Testing Result Summaries

Provide witness for field tests performed by the Contractor and ensure tests are performed to required contract standards.

### Field Acceptance Testing

Coordinate with an independent testing company to perform the required material acceptance tests as described in the Contract documents (if required). Test results shall be summarized in reports prepared by the testing company.

## **H. Grant Management**

Attend pre-construction meeting to review CDBG-DR compliance items, including Davis-Bacon Act prevailing wage, weekly payroll review, employee interviews, Section 3, SWMVBE activity reporting, and other labor standards compliance.

Review weekly WH-347 payroll forms and required Union fringe back-up documentation. Conduct interviews of a sample of contractor's employees to ensure payment of prevailing wage using form HUD 11.

Submit monthly project progress reports to DCA.

Contractor shall complete and submit invoices to Project Engineer for review. Project Engineer shall submit invoices to the City through SIROMS.

Review and manage submission of contract and subcontract activity reports including those for SWMVBE participation and Section 3.

Participate in required SIROMS training in order to maintain filing and recordkeeping system for duration of the project according to the terms and conditions of the grant award. All required records shall be uploaded to the SIROMS system each pay period to ensure that invoice payments shall be approved by both the City and NJDCA.

Assist the City with maintenance of an additional copy of the grant management files to be located at the City's office per the grant award terms and conditions.

Manage submission of final close-out and reporting (as-built plan, as-built survey, operations and maintenance manuals, engineer certification for acceptance and final payment, consent of surety, and contractor and subcontractor release of liens, maintenance bond, and any additional requirements the Grant may require.

## **B. FLOODPROOFING CITY BUILDINGS**

### *I. Scope of Work*

The City is seeking proposals to complete the design, permitting, development of plans/specifications and bidding, and construction assistance.

This project includes engineering design services that shall result in bid-ready signed/sealed plans and specifications; application/acquisition of all associated permits that may be required; and bidding, construction management, inspection and grant management.

General Project description which shall be implemented into design:

- A. Utilize due diligence, utility mark-outs, existing conditions, and survey information to generate a base map as needed, including but not limited to the use of aerial images and ground penetrating radar (GPR) services if deemed necessary.
- B. Determine the regulatory agency jurisdictional limits; and low and high-water level elevations.
- C. Develop the design plans, details, cross sections, and specifications report as necessary. These documents shall be utilized for all permitting, bidding and construction.
- D. Traffic engineering and soil erosion sediment control design services.
- E. Coordination with various utility companies as may be required during the design phase (e.g., scheduling, for potential conflicts with the proposed work, etc.).
- F. Coordination with City, County, Regional, State and Federal agencies as may be required during the design phase or as directed by the City.
- G. The plans and bid specifications shall be in compliance with the State's Local Public Contract Law (N.J.S.A. 40A11-1et seq.), etc.
- H. Provide a signed digital copy of the final plans and specifications and three (3) signed and sealed paper copies of all documents needed for bidding and filing purposes to the City Engineer's Office.
- I. Provide signed and sealed plans, specifications, application and all supportive documentation as necessary for permitting, application and agency response purposes, as required or applicable to this project, and obtain and provide all permit(s), approval(s), etc.
- J. The New Jersey Department of Community Affairs (DCA) shall oversee project schedule and costs, along with the provision of independent costs estimates. This shall consist of proactively monitoring the project with a focus on schedule and costs,

compliance with the project requirements and with Federal requirements. Successful consultant shall cooperate with DCA and/or designee.

- K. Assist the City and DCA and/ or designee with the development of the Master Program Schedule that will include intermediate and major milestones for the Program and individual projects.
- L. Report weekly as to project progress, major milestones planned and actual, a cost summary that includes the base contract and modifications, critical issues or potential problems that DCA and Atlantic City should know about and various other issues, as applicable.
- M. Prepare, maintain and monitor a preliminary and master project Critical Path Method (CPM) schedule for the project.
- N. Schedule, coordinate and provide minutes of progress meetings which includes relevant notes from the meeting, an update on the permitting process, update on the planned versus actual schedule and update to the project costs. These meetings shall be scheduled on a monthly basis or more frequently if needed.
- O. Prepare project budget and cost estimates, on an as needed basis.

## **II. Detailed Scope of Work**

The City is seeking proposals to complete the design, permitting, development of plans/specifications and bidding, and construction assistance for dry floodproofing at City Hall and the All Wars Memorial Building.

This project includes engineering design services that shall result in bid-ready signed/sealed plans and specifications; application/acquisition of all associated permits that may be required; and bidding and construction assistance.

General Project description which shall be implemented into design:

- A. Utilize due diligence, utility mark-outs, existing conditions, and survey information to generate a base map as needed.
- B. Determine the regulatory agency jurisdictional limits, and low and high-water level elevations.
- C. Develop the design plans, details, cross sections, and specifications report as necessary. These documents shall be utilized for all permitting, bidding and construction, including but not limited to the demolition, removal, repair and replacement of all elements.
- D. Coordination with various utility companies as may be required during the design phase (e.g., scheduling, for potential conflicts with the proposed work, etc.).

- E. Coordination with City, County, Regional, State and Federal agencies as may be required during the design phase or as directed by the City.
- F. The City does not have copies of the original construction plans or permits for these buildings.
- G. The plans and bid specifications shall be in compliance with the State's Local Public Contract Law (N.J.S.A. 40A11-1 et seq.), etc.
- H. Provide a signed digital copy of the final plans and specifications and three (3) signed and sealed paper copies of all documents needed for bidding and filing purposes to the City Engineer's Office.
- I. Provide signed and sealed plans, specifications, application and all supportive documentation as necessary for permitting, application and agency response purposes, as required or applicable to this project, and obtain and provide all permit(s), approval(s), etc.

### **A. Inspection, Surveying and Conditions Assessment Report**

Perform existing conditions survey, topographic and property boundary survey services for the entire project area. Provide individual surveys and descriptions for any and all private properties that shall be impacted by this project.

### **B. Engineering Design**

Develop the design plans, details, cross sections and specifications report as necessary. Prepare and provide an engineer's cost estimate for construction and detailed construction quantities.

The plans and specifications shall be arranged and segmented, to the extent needed, to allow the construction work to be bid with base bid project limits and various alternate project limits with corresponding line item pricing on the associated proposal page.

Coordination with all associated utility companies that are in close proximity of the project and all others serving the project area or having any jurisdiction thereabouts. Any of which may be impacted by this project by either its design or during the course of construction or may have projects themselves pending that may impact this project in anyway, and as required to take reasonable precautions in advance of design, during design and upon design completion.

The selected consultant shall attend one (1) kickoff meeting, one (1) 33 percent (33%) design completion meeting, one (1) 67 percent (67%) design completion meeting and one (1) 100 percent (100%) design completion final plan review meeting. In total the selected consultant shall coordinate and attend four (4) meetings, at the City Engineer's Office, during the design phase. Once approved by the City Engineer's Office, the consultant shall issue the plans to the required regulatory agencies for review and approval prior to City bidding.

### **C. Permitting**

Prepare all permitting applications, supplemental information and supportive documents as necessary and obtain any and all permits required. (Identify all permits that shall be required in your proposal).

Ensure compliance with all associated government agencies (e.g., Federal requirements, etc.). Prepare and issue all associated paperwork, checklist, and forms – as required – to ensure full documentation compliance with all associated government agencies.

The selected consultant shall ascertain what associated permits are required for the project. The selected consultant shall be responsible for application and acquisition of any applicable permits that may be required for this project. The City shall pay permit fees directly to the permitting agency.

#### **D. Bidding**

Prepare bid documents including construction drawings, front end documents, technical specifications, notice to bidder, and engineer's cost estimate. Organize Pre-Bid Meeting to encourage Section 3 engagement. Work in coordination with the City Purchasing Department to respond to all questions posed during the bidding process and issuance of addendums if needed. Attend the bid opening, tabulate the bids, provide engineering review and submit a Bid Report recommending award or in the alternative a recommendation for the rejection of bids.

#### **E. Construction Management**

##### Pre-Construction Meeting

Administer the pre-construction meeting with the Contractor.

##### Scheduling Review and Monitoring

Review and approve the contractor's estimated job construction progress schedule. Evaluate project schedules for (1) logic, (2) duration of activities, and (3) compliance with the limitation of operations, as specified in the contract documents. Monitor and revise schedule as needed.

##### Document Management/Record Keeping

Maintain an internal status log of the Contractor's RFIs and submissions and shall be responsible for the routine monitoring of status and disposition of all Shop and Working Drawings in order to record and track their disposition through the review process.

##### Project Phasing/Work Site Safety



To identify a work program that allows for an efficiency of operations, while still maintaining access (when needed) through the project limits and to respond to the contractor's work and phasing plan. It is critical that the work program establishes, from the onset, an environmentally responsive approach to protecting on-site staff and the various customers.

#### Preparation of Additional Drawings and Sketches

Review additional drawings and sketches for construction as may be required in order to address unexpected field conditions.

#### Contractor Pay Applications and Change Orders

Review and approve the contractors schedule of values before the first scheduled application for payment. Create a log for recording any change orders and modifications to the contract. Review and approve all Contractor pay applications and change orders in accordance with Contract documents. Each Change Order requires an independent cost estimate to be performed by the construction management team. Change order work requires proper documentation that includes photos, time and material documentation (if required) and notification of the NJDCA's management team prior to the work being completed.

#### Review of RFIs

Review and provide comments, interpretations, and/or recommendations in response to the Contractor's RFI and proposed substitutions.

#### As-Built Drawings

The Contract Documents shall be redlined and periodically reviewed for completeness and accuracy.

### **F. Construction Inspection**

#### Daily Field Reports

Prepare daily field reports that shall include photos, field constructed quantities, field testing results and general field observations.

#### Testing Result Summaries

Provide witness for field tests performed by the Contractor and ensure tests are performed to required contract standards.

### Field Acceptance Testing

Coordinate with an independent testing company to perform the required material acceptance tests as described in the Contract documents (if required). Test results shall be summarized in reports prepared by the testing company.

### **G. Grant Management**

Attend pre-construction meeting to review CDBG-DR compliance items, including Davis-Bacon Act prevailing wage, weekly payroll review, employee interviews, Section 3, SWMVB E activity reporting, and other labor standards compliance.

Review weekly WH-347 payroll forms and required Union fringe back-up documentation.

Conduct interviews of a sample of contractor's employees to ensure payment of prevailing wage using form HUD 11.

Submit monthly project progress reports to DCA.

Contractor shall complete and submit invoices to Project Engineer for review. Project Engineer shall submit invoices to the City through SIROMS.

Review and manage submission of contract and subcontract activity reports including those for SWMVB E participation and Section 3.

Participate in required SIROMS training in order to maintain filing and recordkeeping system for duration of the project according to the terms and conditions of the grant award. All required records shall be uploaded to the SIROMS system each pay period to ensure that invoice payments shall be approved by both the City and NJDCA.

Assist the City with maintenance of an additional copy of the grant management files to be located at the City's office per the grant award terms and conditions.

Manage submission of final close-out and reporting (as-built plan, as-built survey, operations and maintenance manuals, engineer certification for acceptance and final payment, consent of surety, and contractor and subcontractor release of liens, maintenance bond, and any additional requirements the Grant may require).

## **C. S. BOULEVARD BULKHEAD**

### **I. Scope of Work**

- A. The City is seeking proposals to complete the design, permitting, development of plans/specifications and bidding, and construction assistance for the construction of bulkheads along the designated project area – South Boulevard on the portion of property owned by the City.
- B. This project includes engineering design services that shall result in bid-ready signed/sealed plans and specifications; application/acquisition of all associated permits that may be required; and bidding, construction management, inspection and grant management.
- C. General Project description which shall be implemented into design:
  1. Utilize due diligence, utility mark-outs, existing conditions, and survey information to generate a base map as needed, including but not limited to the use of aerial images and ground penetrating radar (GPR) services if deemed necessary.
  2. Determine the regulatory agency jurisdictional limits; and low and high-water level elevations.
  3. Develop the design plans, details, cross sections, and specifications report as necessary. These documents shall be utilized for all permitting, bidding and construction, including but not limited to: the demolition, removal, repair and replacement of all elements of the bulkhead, including all associated items, such as check valves, weep holes, and reference to the required and recommended bulkhead height along with any other improvements required by Federal or State regulations.
  4. Traffic engineering and soil erosion sediment control design services.
  5. Coordination with various utility companies as may be required during the design phase (e.g., scheduling, for potential conflicts with the proposed work, etc.).
  6. Coordination with City, County, Regional, State and Federal agencies as may be required during the design phase or as directed by the City.
  7. The City does not have copies of the original construction plans or permits for this bulkhead section.
  8. The City does not have copies of the tideland's leases, grants and licenses for the bulkhead sections.
  9. The plans and bid specifications shall be in compliance with the State's Local Public Contract Law (N.J.S.A. 40A11-1et seq.), etc.

10. Provide a signed digital copy of the final plans and specifications and three (3) signed and sealed paper copies of all documents needed for bidding and filing purposes to the City Engineer's Office.
11. Provide signed and sealed plans, specifications, application and all supportive documentation as necessary for permitting, application and agency response purposes, as required or applicable to this project, and obtain and provide all permit(s), approval(s), etc.
12. The New Jersey Department of Community Affairs (DCA) shall oversee project schedule and costs, along with the provision of independent costs estimates. This shall consist of proactively monitoring the project with a focus on schedule and costs, compliance with the project requirements and with Federal requirements. Successful consultant shall cooperate with DCA and/or designee.
13. Assist the City and DCA and/ or designee with the development of the Master Program Schedule that will include intermediate and major milestones for the Program and individual projects.
14. Report weekly as to project progress, major milestones planned and actual, a cost summary that includes the base contract and modifications, critical issues or potential problems that DCA and Atlantic City should know about and various other issues, as applicable.
15. Prepare, maintain and monitor a preliminary and master project Critical Path Method (CPM) schedule for the project.
16. Schedule, coordinate and provide minutes of progress meetings which includes relevant notes from the meeting, an update on the permitting process, update on the planned versus actual schedule and update to the project costs. These meeting will be schedule on a monthly basis or more frequently if needed.
17. Prepare project budget and cost estimates, on an as needed basis.

## ***II. Detailed Scope of Work***

### **A. Inspection, Surveying and Conditions Assessment Report**

Perform existing conditions survey, topographic and property boundary survey services for the entire project area. Provide individual surveys and descriptions for any and all private properties that shall be impacted by this project. The City shall secure all necessary easements.

Develop a schedule of itemized maintenance costs that incorporates inspection, maintenance/repair and project useful life standards on an annual basis and over the course of the project's useful life.

This report shall include a capital improvement plan with cost estimates and maintenance schedule.

## **B. Engineering Design**

Develop the design plans, details, cross sections and specifications report as necessary to construct a bulkhead.

Provide Traffic and detour plan, including police detail and associated rate requirements as per NJDOT guidelines if needed.

Design of plans and specifications shall be required: construction design/details as per the scope of work as listed in the above Section II.

Prepare and provide an engineer's cost estimate for construction and detailed construction quantities.

The plans and specifications shall be arranged and segmented, to the extent needed, to allow the construction work to be bid with base bid project limits and various alternate project limits with corresponding line item pricing on the associated quote page.

Coordination with all associated utility companies that are in close proximity of the project and all others serving the project area or having any jurisdiction thereabouts. Any of which may be impacted by this project by either its design or during the course of construction or may have projects themselves pending that may impact this project in anyway, and as required to take reasonable precautions in advance of design, during design and upon design completion.

The selected consultant shall attend one (1) kickoff meeting, one (1) 33 percent (33%) design completion meeting, one (1) 67 percent (67%) design completion meeting and one (1) 100 percent (100%) design completion final plan review meeting. In total the selected consultant shall coordinate and attend four (4) meetings, at the City Engineer's Office, during the design phase. Once approved by the City Engineer's Office, the consultant shall issue the plans to the required regulatory agencies for review and approval prior to City bidding.

## **C. Permitting**

Prepare all permitting applications, supplemental information and supportive documents as necessary and obtain any and all permits required, including the execution of any and all on-site and off-site tests, evaluations and/or studies (e.g. soil properties, marine environment, water table, material properties, surcharge, etc.), and any and all utilities that may be and/or are damaged during the course of construction. (Identify all permits that shall be required in your proposal).

Ensure compliance with all associated government agencies (e.g., Federal requirements, etc.). Prepare and issue all associated paperwork, checklist, and forms – as required – to ensure full documentation compliance with all associated government agencies.

The selected consultant shall ascertain what associated permits are required for the project. The selected consultant shall be responsible for application and acquisition of any applicable permits that may be required for this project. The City shall pay permit fees directly to the permitting agency.

#### **D. Bidding**

Prepare bid documents including construction drawings, front end documents, technical specifications, notice to bidder, and engineer's cost estimate. Organize Pre-Bid Meeting to encourage Section 3 engagement. Work in coordination with the City Purchasing Department to respond to all questions posed during the bidding process and issuance of addendums if needed.

Attend the bid opening, tabulate the bids, provide engineering review and submit a Bid Report recommending award or in the alternative a recommendation for the rejection of bids.

#### **E. Construction Management**

##### Pre-Construction Meeting

Administer the pre-construction meeting with the Contractor.

##### Scheduling Review and Monitoring

Review and approve the contractor's estimated job construction progress schedule. Evaluate project schedules for (1) logic, (2) duration of activities, and (3) compliance with the limitation of operations, as specified in the contract documents. Monitor and revise schedule as needed.

##### Document Management/Record Keeping

Maintain an internal status log of the Contractor's RFIs and submissions and will be responsible for the routine monitoring of status and disposition of all Shop and Working Drawings in order to record and track their disposition through the review process.

##### Project Phasing/Work Site Safety

To identify a work program that allows for an efficiency of operations, while still maintaining access (when needed) through the project limits and to respond to the contractor's work and phasing plan. It is critical that the work program establishes, from the onset, an environmentally responsive approach to protecting on-site staff and the various customers.

### Preparation of Additional Drawings and Sketches

Review additional drawings and sketches for construction as may be required in order to address unexpected field conditions.

### Contractor Pay Applications and Change Orders

Review and approve the contractors schedule of values before the first scheduled application for payment. Create a log for recording any change orders and modifications to the contract. Review and approve all Contractor pay applications and change orders in accordance with Contract documents. Each Change Order requires an independent cost estimate to be performed by the construction management team. Change order work requires proper documentation that includes photos, time and material documentation (if required) and notification of the NJDCA's management team prior to the work being completed.

### Review of RFIs

Review and provide comments, interpretations, and/or recommendations in response to the Contractor's RFI and proposed substitutions.

### As-Built Drawings

The Contract Documents will be redlined and periodically reviewed for completeness and accuracy.

## **F. Construction Inspection**

### Daily Field Reports

Prepare daily field reports that will include photos, field constructed quantities, field testing results and general field observations.

### Testing Result Summaries

Provide witness for field tests performed by the Contractor and ensure tests are performed to required contract standards.

### Field Acceptance Testing

Coordinate with an independent testing company to perform the required material acceptance tests as described in the Contract documents (if required). Test results shall be summarized in reports prepared by the testing company.

## **G. Grant Management**

Attend pre-construction meeting to review CDBG-DR compliance items, including Davis-Bacon Act prevailing wage, weekly payroll review, employee interviews, Section 3, SWMVBE activity reporting, and other labor standards compliance.

Review weekly WH-347 payroll forms and required Union fringe back-up documentation.

Conduct interviews of a sample of contractor's employees to ensure payment of prevailing wage using form HUD 11.

Submit monthly project progress reports to DCA.

Contractor shall complete and submit invoices to Project Engineer for review. Project Engineer shall submit invoices to the City through SIROMS.

Review and manage submission of contract and subcontract activity reports including those for SWMVBE participation and Section 3.

Participate in required SIROMS training in order to maintain filing and recordkeeping system for duration of the project according to the terms and conditions of the grant award. All required records shall be uploaded to the SIROMS system each pay period to ensure that invoice payments shall be approved by both the City and NJDCA.

Assist the City with maintenance of an additional copy of the grant management files to be located at the City's office per the grant award terms and conditions.

Manage submission of final close-out and reporting (as-built plan, as-built survey, operations and maintenance manuals, engineer certification for acceptance and final payment, consent of surety, and contractor and subcontractor release of liens, maintenance bond, and any additional requirements the Grant may require.



## **D. TRAFFIC SIGNAL UPGRADES**

### *I. Scope of Work*

- A. The City is seeking proposals to complete the design, permitting, development of plans/specifications and bidding, and construction assistance.
- B. This project includes engineering design services that shall result in bid-ready signed/sealed plans and specifications; application/acquisition of all associated permits that may be required; and bidding, construction management, inspection and grant management.
- C. General Project description which shall be implemented into design:
  1. Utilize due diligence, utility mark-outs, existing conditions, and survey information to generate a base map as needed, including but not limited to the use of aerial images and ground penetrating radar (GPR) services if deemed necessary.
  2. Determine the regulatory agency jurisdictional limits, and low and high-water level elevations.
  3. Develop the design plans, details, cross sections, and specifications report as necessary. These documents shall be utilized for all permitting, bidding and construction.
  4. Traffic engineering and soil erosion sediment control design services.
  5. Coordination with various utility companies as may be required during the design phase (e.g., scheduling, for potential conflicts with the proposed work, etc.).
  6. Coordination with City, County, Regional, State and Federal agencies as may be required during the design phase or as directed by the City.
  7. The plans and bid specifications shall be in compliance with the State's Local Public Contract Law (N.J.S.A. 40A11-1et seq.), etc.
  8. Provide a signed digital copy of the final plans and specifications and three (3) signed and sealed paper copies of all documents needed for bidding and filing purposes to the City Engineer's Office.
  9. Provide signed and sealed plans, specifications, application and all supportive documentation as necessary for permitting, application and agency response purposes, as required or applicable to this project, and obtain and provide all permit(s), approval(s), etc.
  10. The New Jersey Department of Community Affairs (DCA) shall oversee project schedule and costs, along with the provision of independent costs estimates. This shall

consist of proactively monitoring the project with a focus on schedule and costs, compliance with the project requirements and with Federal requirements. Successful consultant shall cooperate with DCA and/or designee.

11. Assist the City and DCA and/ or designee with the development of the Master Program Schedule that will include intermediate and major milestones for the Program and individual projects.
12. Report weekly as to project progress, major milestones planned and actual, a cost summary that includes the base contract and modifications, critical issues or potential problems that DCA and Atlantic City should know about and various other issues, as applicable.
13. Prepare, maintain and monitor a preliminary and master project Critical Path Method (CPM) schedule for the project.
14. Schedule, coordinate and provide minutes of progress meetings which includes relevant notes from the meeting, an update on the permitting process, update on the planned versus actual schedule and update to the project costs. These meetings shall be scheduled on a monthly basis or more frequently if needed.
15. Prepare project budget and cost estimates, on an as needed basis.

## ***II. Detailed Scope of Work***

### **A. Inventory and Condition Rating Report**

The selected consultant shall review, and field inspect the City's list of locations that sustained damages due to superstorm Sandy. The consultant shall provide the City a detailed description of each of the signals including its location, existing and proposed height of the control center, and an inventory of repairs needed due to superstorm Sandy damage.

### **B. Engineering Design**

Prepare plans are required for permitting purposes for the signals and to develop an accurate cost estimate for permitting and City budget purposes.

### **C. Permitting**

Preparation of applications and associated reports for all permits required for this project. (Identify all permits required in your proposal). Preparation of the required notifications associated with the applications.

### **D. Bidding**

Prepare bid documents including construction drawings, front end documents, technical specifications, notice to bidder, and engineer's cost estimate. Organize Pre-Bid Meeting to

encourage Section 3 engagement. Work in coordination with the City Purchasing Department to respond to all questions posed during the bidding process and issuance of addendums if needed. Attend the bid opening, tabulate the bids, provide engineering review and submit a Bid Report recommending award or in the alternative a recommendation for the rejection of bids.

## **E. Construction Management**

### Pre-Construction Meeting

Administer the pre-construction meeting with the Contractor.

### Scheduling Review and Monitoring

Review and approve the contractor's estimated job construction progress schedule. Evaluate project schedules for (1) logic, (2) duration of activities, and (3) compliance with the limitation of operations, as specified in the contract documents. Monitor and revise schedule as needed.

### Document Management/Record Keeping

Maintain an internal status log of the Contractor's RFIs and submissions and shall be responsible for the routine monitoring of status and disposition of all Shop and Working Drawings in order to record and track their disposition through the review process.

### Project Phasing/Work Site Safety

To identify a work program that allows for an efficiency of operations, while still maintaining access (when needed) through the project limits and to respond to the contractor's work and phasing plan. It is critical that the work program establishes, from the onset, an environmentally responsive approach to protecting on-site staff and the various customers.

### Preparation of Additional Drawings and Sketches

Review additional drawings and sketches for construction as may be required in order to address unexpected field conditions.

### Contractor Pay Applications and Change Orders

Review and approve the contractor's schedule of values before the first scheduled application for payment. Create a log for recording any change orders and modifications to the contract. Review and approve all Contractor pay applications and change orders in accordance with Contract documents. Each Change Order requires an independent cost estimate to be performed by the construction management team. Change order work requires proper documentation that includes photos, time and material documentation (if required) and notification of the NJDCA's management team prior to the work being completed.

### Review of RFIs

Review and provide comments, interpretations, and/or recommendations in response to the Contractor's RFI and proposed substitutions.

### As-Built Drawings

The Contract Documents shall be redlined and periodically reviewed for completeness and accuracy.

## **F. Construction Inspection**

### Daily Field Reports

Prepare daily field reports that shall include photos, field constructed quantities, field testing results and general field observations.

### Testing Result Summaries

Provide witness for field tests performed by the Contractor and ensure tests are performed to required contract standards.

### Field Acceptance Testing

Coordinate with an independent testing company to perform the required material acceptance tests as described in the Contract documents (if required). Test results shall be summarized in reports prepared by the testing company.

## **G. Grant Management**

Attend pre-construction meeting to review CDBG-DR compliance items, including Davis-Bacon Act prevailing wage, weekly payroll review, employee interviews, Section 3, SWM/VE activity reporting, and other labor standards compliance.

Review weekly WH-347 payroll forms and required Union fringe back-up documentation. Conduct interviews of a sample of contractor's employees to ensure payment of prevailing wage using form HUD 11.

Submit monthly project progress reports to DCA.

Contractor shall complete and submit invoices to Project Engineer for review. Project Engineer shall submit invoices to the City through SIROMS.

Review and manage submission of contract and subcontract activity reports including those for SWM/VE participation and Section 3.

Participate in required SIROMS training in order to maintain filing and recordkeeping system for duration of the project according to the terms and conditions of the grant award. All required records shall be uploaded to the SIROMS system each pay period to ensure that invoice payments shall be approved by both the City and NJDCA.

Assist the City with maintenance of an additional copy of the grant management files to be located at the City's office per the grant award terms and conditions.

Manage submission of final close-out and reporting (as-built plan, as-built survey, operations and maintenance manuals, engineer certification for acceptance and final payment, consent of surety, and contractor and subcontractor release of liens, maintenance bond, and any additional requirements the Grant may require.

## **E. DRAINAGE SYSTEM INSPECTION**

### ***I. Scope of Work***

This project includes engineering design services that shall result in bid-ready signed/sealed plans and specifications; application/acquisition of all associated permits that may be required; and bidding, construction management, inspection and grant management.

General Project description which shall be implemented into design:

- A. Utilize due diligence, utility mark-outs, existing conditions, and survey information to generate a base map as needed, including but not limited to the use of aerial images and ground penetrating radar (GPR) services if deemed necessary.
- B. Determine the regulatory agency jurisdictional limits; and low and high-water level elevations.
- C. Inspect the check valves, evaluate the impact of malfunctioning valves, and analyze the need for additional valves where they are not now used. The malfunctioning check valves will be replaced, additional valves installed as deemed necessary during the inspection process, and subsequent work associated with the replacement/installation of check valves.
- D. Traffic engineering and soil erosion sediment control design services.
- E. Coordination with various utility companies as may be required during the design phase (e.g., scheduling, for potential conflicts with the proposed work, etc.).
- F. Coordination with City, County, Regional, State and Federal agencies as may be required during the design phase or as directed by the City.
- G. The plans and bid specifications shall be in compliance with the State's Local Public Contract Law (N.J.S.A. 40A11-1et seq.), etc.
- H. Provide a signed digital copy of the final plans and specifications and three (3) signed and sealed paper copies of all documents needed for bidding and filing purposes to the City Engineer's Office.
- I. Provide signed and sealed plans, specifications, application and all supportive documentation as necessary for permitting, application and agency response purposes, as required or applicable to this project, and obtain and provide all permit(s), approval(s), etc.
- J. The New Jersey Department of Community Affairs (DCA) shall oversee project schedule and costs, along with the provision of independent costs estimates. This shall consist of proactively monitoring the project with a focus on schedule and costs, compliance with the project requirements and with Federal requirements. Successful consultant shall cooperate with DCA and/or designee.

- K. Assist the City, DCA and/ or designee with the development of the Master Program Schedule that will include intermediate and major milestones for the Program and individual projects.
- L. Report weekly as to project progress, major milestones planned and actual, a cost summary that includes the base contract and modifications, critical issues or potential problems that DCA and Atlantic City should know about and various other issues, as applicable.
- M. Prepare, maintain and monitor a preliminary and master project Critical Path Method (CPM) schedule for the project.
- N. Schedule, coordinate and provide minutes of progress meetings which includes relevant notes from the meeting, an update on the permitting process, update on the planned versus actual schedule and update to the project costs. These meeting shall be schedule on a monthly basis or more frequently if needed.
- O. Prepare project budget and cost estimates, on an as needed basis.

## ***II. Detailed Scope of Work***

### **A. Inventory and Condition Assessment Report**

The selected consultant shall conduct an inventory and condition assessment of all the back bay outfall structures as they pertain to the evaluation of the check valves.

### **B. Engineering Design**

Prepare plans required for permitting purposes and develop an accurate cost estimate for permitting and City budget purposes. The plans shall include but not be limited to:

- Installation of vaulted check valves,
- Installation of check valves,
- Design of dewatering requirements and traffic control.
- Other improvement required to comply with Federal and State regulations.

### **C. Permitting**

Prepare all permitting applications, supplemental information and supportive documents as necessary and obtain any and all permits required, including the execution of any and all on-site and off-site tests, evaluations and/or studies (e.g. soil properties, marine environment, water table, material properties, surcharge, etc.), any and all utilities that may be and/or are damaged during the course of construction. (Identify all permits required in your proposal).

Ensure compliance with all associated government agencies (e.g., Federal requirements, etc.). Prepare and issue all associated paperwork, checklist, forms as required to ensure full documentation compliance with all associated government agencies.

The selected consultant shall ascertain what associated permits are required for the project. The selected consultant shall be responsible for application and acquisition of any applicable permits that may be required for this project. The City shall pay permit fees directly.

#### **D. Bidding**

Prepare bid documents including construction drawings, front end documents, technical specifications, notice to bidder, and engineer's cost estimate. Organize Pre-Bid Meeting to encourage Section 3 engagement. Work in coordination with the City Purchasing Department to respond to all questions posed during the bidding process and issuance of addendums if needed. Attend the bid opening, tabulate the bids, provide engineering review and submit a Bid Report recommending award or in the alternative a recommendation for the rejection of bids.

#### **E. Construction Management**

##### Pre-Construction Meeting

Administer the pre-construction meeting with the Contractor.

##### Scheduling Review and Monitoring

Review and approve the contractor's estimated job construction progress schedule. Evaluate project schedules for (1) logic, (2) duration of activities, and (3) compliance with the limitation of operations, as specified in the contract documents. Monitor and revise schedule as needed.

##### Document Management/Record Keeping

Maintain an internal status log of the Contractor's RFIs and submissions and shall be responsible for the routine monitoring of status and disposition of all Shop and Working Drawings in order to record and track their disposition through the review process.

##### Project Phasing/Work Site Safety

To identify a work program that allows for an efficiency of operations, while still maintaining access (when needed) through the project limits and to respond to the contractor's work and phasing plan. It is critical that the work program establishes, from the onset, an environmentally responsive approach to protecting on-site staff and the various customers.

##### Preparation of Additional Drawings and Sketches

Review additional drawings and sketches for construction as may be required in order to address unexpected field conditions.

##### Contractor Pay Applications and Change Orders

Review and approve the contractors schedule of values before the first scheduled application for payment. Create a log for recording any change orders and modifications to the contract. Review and approve all Contractor pay applications and change orders in accordance with Contract documents. Each Change Order requires an independent cost estimate to be performed by the construction management team. Change order work requires proper documentation that includes photos, time and material documentation (if required) and notification of the NJDCA's management team prior to the work being completed.

### Review of RFIs

Review and provide comments, interpretations, and/or recommendations in response to the Contractor's RFI and proposed substitutions.

### As-Built Drawings

The Contract Documents shall be redlined and periodically reviewed for completeness and accuracy.

## **F. Construction Inspection**

### Daily Field Reports

Prepare daily field reports that shall include photos, field constructed quantities, field testing results and general field observations.

### Testing Result Summaries

Provide witness for field tests performed by the Contractor and ensure tests are performed to required contract standards.

### Field Acceptance Testing

Coordinate with an independent testing company to perform the required material acceptance tests as described in the Contract documents (if required). Test results shall be summarized in reports prepared by the testing company.

## **G. Grant Management**

Attend pre-construction meeting to review CDBG-DR compliance items, including Davis-Bacon Act prevailing wage, weekly payroll review, employee interviews, Section 3, SWMVE activity reporting, and other labor standards compliance.

Review weekly WH-347 payroll forms and required Union fringe back-up documentation. Conduct interviews of a sample of contractor's employees to ensure payment of prevailing wage using form HUD 11.

Submit monthly project progress reports to DCA.

Contractor shall complete and submit invoices to Project Engineer for review. Project Engineer shall submit invoices to the City through SIROMS.

Review and manage submission of contract and subcontract activity reports including those for SWMVE participation and Section 3.

Participate in required SIROMS training in order to maintain filing and recordkeeping system for duration of the project according to the terms and conditions of the grant award. All required records shall be uploaded to the SIROMS system each pay period to ensure that invoice payments shall be approved by both the City and NJDCA.



Assist the City with maintenance of an additional copy of the grant management files to be located at the City's office per the grant award terms and conditions.

Manage submission of final close-out and reporting (as-built plan, as-built survey, operations and maintenance manuals, engineer certification for acceptance and final payment, consent of surety, and contractor and subcontractor release of liens, maintenance bond, and any additional requirements the Grant may require.

## **F. CHELSEA DUCKTOWN BULKHEADS**

### ***I. Scope of Work***

The City is seeking proposals to complete the design, permitting, development of plans/specifications and bidding, and construction assistance for the replacement of bulkhead along the designated project area - Sunset Avenue between the Atlantic City Expressway and Albany Avenue in the Ducktown/Chelsea Neighborhoods.

This project includes engineering design services that shall result in bid-ready signed/sealed plans and specifications; application/acquisition of all associated permits that may be required; and bidding, construction management, inspection and grant management.

General Project description which shall be implemented into design:

- A. Utilize due diligence, utility mark-outs, existing conditions, and survey information to generate a base map as needed, including but not limited to the use of aerial images and ground penetrating radar (GPR) services if deemed necessary.
- B. Determine the regulatory agency jurisdictional limits; and low and high-water level elevations.
- C. Develop the design plans, details, cross sections, and specifications report as necessary. These document shall be utilized for all permitting, bidding and construction, including but not limited to: the demolition, removal, repair and replacement of all elements of the bulkhead, including all associated items, such as check valves, weep holes, and reference to the required and recommended bulkhead height along with any other improvements required by Federal or State regulations.
- D. Traffic engineering and soil erosion sediment control design services.
- E. Coordination with various utility companies as may be required during the design phase (e.g., scheduling, for potential conflicts with the proposed work, etc.).
- F. Coordination with City, County, Regional, State and Federal agencies as may be required during the design phase or as directed by the City.
- G. The City does not have copies of the original construction plans or permits for this bulkhead section.
- H. The City is not aware of whether the bulkhead sections have been bumped out 24"; however, the selected Engineer shall need to make this determination as part of their design investigation.

- I. The City does not have copies of the tideland's leases, grants and licenses for the bulkhead sections.
- J. Identify individual properties and infrastructure that shall anticipate receiving protection from the subject project which extends from the Atlantic City Expressway to Albany Avenue, and to what extent those properties and structures shall be protected.
- K. The plans and bid specifications shall be in compliance with the State's Local Public Contract Law (N.J.S.A. 40A11-1et seq.), etc.
- L. Provide a signed digital copy of the final plans and specifications and three (3) signed and sealed paper copies of all documents needed for bidding and filing purposes to the City Engineer's Office.
- M. Provide signed and sealed plans, specifications, application and all supportive documentation as necessary for permitting, application and agency response purposes, as required or applicable to this project, and obtain and provide all permit(s), approval(s), etc.
- N. The New Jersey Department of Community Affairs (DCA) shall oversee project schedule and costs, along with the provision of independent costs estimates. This shall consist of proactively monitoring the project with a focus on schedule and costs, compliance with the project requirements and with Federal requirements. Successful consultant shall cooperate with DCA and/or designee.
- O. Assist the City and DCA and/ or designee with the development of the Master Program Schedule that will include intermediate and major milestones for the Program and individual projects.
- P. Report weekly as to project progress, major milestones planned and actual, a cost summary that includes the base contract and modifications, critical issues or potential problems that DCA and AC should know about and various other issues, as applicable.
- Q. Prepare, maintain and monitor a preliminary and master project Critical Path Method (CPM) schedule for the project.
- R. Schedule, coordinate and provide minutes of progress meetings which includes relevant notes from the meeting, an update on the permitting process, update on the planned versus actual schedule and update to the project costs. These meeting shall be scheduled on a monthly basis or more frequently if needed.
- S. Prepare project budget and cost estimates, on an as needed basis.

## ***II. Detailed Scope of Work***

## **A. Inspection, Surveying and Conditions Assessment Report**

Perform existing conditions survey, topographic and property boundary survey services for the entire project area. Provide individual surveys and descriptions for any and all private properties that shall be impacted by this project. The City shall secure all necessary easements.

Evaluate the existing bulkhead and prioritize the areas that are in most need of replacement and/or repair and coordinate with the City Engineer's office.

The selected consultant shall conduct an inventory and condition assessment of all the bulkheads based on visual inspection and review of any additional plans or documents that may exist showing these improvements and their locations.

Develop a schedule of itemized maintenance costs that incorporates inspection, maintenance/repair and project useful life standards on an annual basis and over the course of the project's useful life.

This report shall include a capital improvement plan with cost estimates and maintenance schedule.

## **B. Engineering Design**

Develop the design plans, details, cross sections and specifications report as necessary to replace bulkheads if needed.

Provide traffic and detour plan, including police detail and associated rate requirements as per NJDOT guidelines.

Design of plans and specifications shall be required: construction design/details as per the scope of work as listed in the above Section II.

Prepare and provide an engineer's cost estimate for construction and detailed construction quantities.

The plans and specifications shall be arranged and segmented, to the extent needed, to allow the construction work to be bid with base bid project limits and various alternate project limits with corresponding line item pricing on the associated quote page.

Coordination with all associated utility companies that are in close proximity of the project and all others serving the project area or having any jurisdiction thereabouts. Any of which may be impacted by this project by either its design or during the course of construction or may have projects themselves pending that may impact this project in anyway, and as required to take reasonable precautions in advance of design, during design and upon design completion.

The selected consultant shall attend one (1) kickoff meeting, one (1) 33 percent (33%) design completion meeting, one (1) 67 percent (67%) design completion meeting and one (1) 100 percent (100%) design completion final plan review meeting. In total the selected consultant shall coordinate and attend four (4) meetings, at the City Engineer's Office, during the design phase. Once approved by the City Engineer's Office, the consultant shall issue the plans to the required regulatory agencies for review and approval prior to City bidding.

### **C. Permitting**

Prepare all permitting applications, supplemental information and supportive documents as necessary and obtain any and all permits required, including the execution of any and all on-site and off-site tests, evaluations and/or studies (e.g. soil properties, marine environment, water table, material properties, surcharge, etc.), and any and all utilities that may be and/or are damaged during the course of construction. (Identify all permits that shall be required in your proposal).

Ensure compliance with all associated government agencies (e.g., Federal requirements, etc.). Prepare and issue all associated paperwork, checklist, and forms – as required – to ensure full documentation compliance with all associated government agencies.

The selected consultant shall ascertain what associated permits are required for the project. The selected consultant shall be responsible for application and acquisition of any applicable permits that may be required for this project. The City shall pay permit fees directly to the permitting agency.

### **D. Bidding**

Prepare bid documents including construction drawings, front end documents, technical specifications, notice to bidder, and engineer's cost estimate. Organize Pre-Bid Meeting to encourage Section 3 engagement. Work in coordination with the City Purchasing Department to respond to all questions posed during the bidding process and issuance of addendums if needed. Attend the bid opening, tabulate the bids, provide engineering review and submit a Bid Report recommending award or in the alternative a recommendation for the rejection of bids.

### **E. Construction Management**

#### Pre-Construction Meeting

Administer the pre-construction meeting with the Contractor.

#### Scheduling Review and Monitoring

Review and approve the contractor's estimated job construction progress schedule. Evaluate project schedules for (1) logic, (2) duration of activities, and (3) compliance with the limitation of operations, as specified in the contract documents. Monitor and revise schedule as needed.

#### Document Management/Record Keeping

Maintain an internal status log of the Contractor's RFIs and submissions and shall be responsible for the routine monitoring of status and disposition of all Shop and Working Drawings in order to record and track their disposition through the review process.

#### Project Phasing/Work Site Safety

To identify a work program that allows for an efficiency of operations, while still maintaining access (when needed) through the project limits and to respond to the contractor's work and phasing plan. It is critical that the work program establishes, from the onset, an environmentally responsive approach to protecting on-site staff and the various customers.

#### Preparation of Additional Drawings and Sketches

Review additional drawings and sketches for construction as may be required in order to address unexpected field conditions.

#### Contractor Pay Applications and Change Orders

Review and approve the contractors schedule of values before the first scheduled application for payment. Create a log for recording any change orders and modifications to the contract. Review and approve all Contractor pay applications and change orders in accordance with Contract documents. Each Change Order requires an independent cost estimate to be performed by the construction management team. Change order work requires proper documentation that includes photos, time and material documentation (if required) and notification of the NJDCA's management team prior to the work being completed.

#### Review of RFIs

Review and provide comments, interpretations, and/or recommendations in response to the Contractor's RFI and proposed substitutions.

#### As-Built Drawings

The Contract Documents shall be redlined and periodically reviewed for completeness and accuracy.

## **F. Construction Inspection**

### Daily Field Reports

Prepare daily field reports that shall include photos, field constructed quantities, field testing results and general field observations.

### Testing Result Summaries

Provide witness for field tests performed by the Contractor and ensure tests are performed to required contract standards.

### Field Acceptance Testing

Coordinate with an independent testing company to perform the required material acceptance tests as described in the Contract documents (if required). Test results shall be summarized in reports prepared by the testing company.

## **G. Grant Management**

Attend pre-construction meeting to review CDBG-DR compliance items, including Davis-Bacon Act prevailing wage, weekly payroll review, employee interviews, Section 3, SWMVB E activity reporting, and other labor standards compliance.

Review weekly WH-347 payroll forms and required Union fringe back-up documentation.

Conduct interviews of a sample of contractor's employees to ensure payment of prevailing wage using form HUD 11.

Submit monthly project progress reports to DCA.

Contractor shall complete and submit invoices to Project Engineer for review. Project Engineer shall submit invoices to the City through SIROMS.

Review and manage submission of contract and subcontract activity reports including those for SWMVB E participation and Section 3.

Participate in required SIROMS training in order to maintain filing and recordkeeping system for duration of the project according to the terms and conditions of the grant award. All required records shall be uploaded to the SIROMS system each pay period to ensure that invoice payments shall be approved by both the City and NJDCA.

Assist the City with maintenance of an additional copy of the grant management files to be located at the City's office per the grant award terms and conditions.

Manage submission of final close-out and reporting (as-built plan, as-built survey, operations and maintenance manuals, engineer certification for acceptance and final payment, consent of surety, and contractor and subcontractor release of liens, maintenance bond, and any additional requirements the Grant may require.



# **ATTACHMENT 5**

**Atlantic City Projects**  
**Summary of All Project Costs**

Total Cost: \$24,729,450.99

**Planning Cost**

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
Design Cost #1				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Design Cost #2				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Design Cost #3				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Design Cost #4				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
<b>Subtotal:</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Design & Engineering Cost**

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
Engineering Cost #1				\$815,386.00	\$0.00	\$0 00	\$620,386.00	\$195,000.00
Construction Management #2				\$1,042,480.00	\$0.00	\$0 00	\$1,042,480.00	\$0.00
Design & Engineering Cost #3				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Design & Engineering Cost #4				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Design & Engineering Cost #5				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
<b>Subtotal:</b>				<b>\$1,857,866.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,662,866.00</b>	<b>\$195,000.00</b>

**Construction - Hard Costs**

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
<b>Demolition &amp; Site Preparation #1</b>								
Removal of Existing Asphalt, Curb etc				\$235,000.00	\$0.00	\$0 00	\$235,000.00	\$0.00
Removal of Existing Timber Bulkhead				\$342,500.00	\$0.00	\$0 00	\$342,500.00	\$0.00
<b>Asphalt &amp; Concrete</b>								
Vertical Concrete Curb				\$142,000.00	\$0.00	\$0 00	\$142,000.00	\$0.00
4" Thick Concrete Sidewalk				\$406,000.00	\$0.00	\$0 00	\$406,000.00	\$0.00
Asphalt Roadway (DGA, Class C Base, 2" Base & Top Coat)				\$620,000.00	\$0.00	\$0 00	\$620,000.00	\$0.00
Concrete Gutter				\$102,750.00	\$0.00	\$0 00	\$102,750.00	\$0.00
Replace Street Light				\$1,026,600.00	\$0.00	\$0 00	\$1,026,600.00	\$0.00
Replace Bench				\$178,500.00	\$0.00	\$0 00	\$178,500.00	\$0.00
Replace Trasch/Recycle Cans				\$178,500.00	\$0.00	\$0 00	\$178,500.00	\$0.00
<b>Bulkhead Construction</b>								
Furnish & Install Bulkhead System				\$9,704,750.00	\$0.00	\$0 00	\$9,704,750.00	\$0.00
Other Materials & Work				\$2,219,294.62	\$2,219,294.62	\$0 00	\$0.00	\$0.00
<b>Drainage</b>								
Extend Existing Outfalls, plus New Valves				\$255,000.00	\$0.00	\$0 00	\$255,000.00	\$0.00
<b>Drainage System Project</b>				\$841,800.00	\$0.00	\$0 00	\$841,800.00	\$0.00
<b>Dry Floodproofing Project</b>				\$727,000.00	\$0.00	\$0 00	\$727,000.00	\$0.00
<b>Traffic Signal Upgrades</b>				\$1,454,457.26	\$0.00	\$0 00	\$1,454,457.26	\$0.00
<b>Subtotal:</b>				<b>\$18,434,151.88</b>	<b>\$2,219,294.62</b>	<b>\$0.00</b>	<b>\$16,214,857.26</b>	<b>\$0.00</b>

**Soft Costs**

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
State - Project Oversight #1 *				\$869,572.62	\$170,792.62	\$0 00	\$698,780.00	\$0.00
Mobilization / General Work				\$464,475.20	\$464,475.20	\$0 00	\$0.00	\$0.00
Soft Costs #3				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Soft Costs #4				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Atlantic City - Project Oversight				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
<b>Subtotal:</b>				<b>\$1,334,047.82</b>	<b>\$635,267.82</b>	<b>\$0.00</b>	<b>\$698,780.00</b>	<b>\$0.00</b>

**Contingency**

Design Contingency  
 Construction Inspection & Material Testing  
 Contingency Cost #3  
 Contingency Cost #4  
 Contingency Cost #5

	Units	Qty	Cost	Total	Source of Funding				
					FEMA	Local Match	CDBG-DR	Other	
				\$2,162,823.01	\$940,562.28	\$0 00	\$1,222,260.73	\$0.00	
				\$940,562.28	\$940,562.28	\$0 00	\$0.00	\$0.00	
				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00	
				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00	
				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00	
				<b>Subtotal:</b>	<b>\$3,103,385.29</b>	<b>\$1,881,124.56</b>	<b>\$0.00</b>	<b>\$1,222,260.73</b>	<b>\$0.00</b>
<b>Total Project Costs:</b>				<b>\$24,729,450.99</b>	<b>\$4,735,687.00</b>	<b>\$0.00</b>	<b>\$19,798,763.99</b>	<b>\$195,000.00</b>	
			Check:	\$0.00					

\* - State - Project Oversight cost - the City's estimation of what it would cost the State.

**Atlantic City Projects**  
**Project #1: Lower Chelsea Bulkheads**

Total Cost: **\$8,342,937.00**

**Planning Cost**

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
Design Cost #1				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Design Cost #2				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Design Cost #3				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Design Cost #4				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
<b>Subtotal:</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Design & Engineering Cost**

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
Engineering Cost #1		1	\$195,000.00	\$195,000.00	\$0.00	\$0 00	\$0.00	\$195,000.00
Construction Management #2		1		\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Design & Engineering Cost #3				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Design & Engineering Cost #4				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Design & Engineering Cost #5				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
<b>Subtotal:</b>				<b>\$195,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$195,000.00</b>

**Construction - Hard Costs**

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
<b>Demolition &amp; Site Preparation #1</b>								
Removal of Existing Asphalt, Curb etc	SF	50,000	\$1 50	\$75,000.00	\$0.00	\$0 00	\$75,000.00	\$0.00
Removal of Existing Timber Bulkhead	LF	1,850	\$50 00	\$92,500.00	\$0.00	\$0 00	\$92,500.00	\$0.00
<b>Asphalt &amp; Concrete</b>								
Vertical Concrete Curb	LF	2,000	\$21 00	\$42,000.00	\$0.00	\$0 00	\$42,000.00	\$0.00
4" Thick Concrete Sidewalk	SF	18,500	\$6 00	\$111,000.00	\$0.00	\$0 00	\$111,000.00	\$0.00
Asphalt Roadway (DGA, Class C Base, 2" Base & Concrete Gutter	SY	3,000	\$60 00	\$180,000.00	\$0.00	\$0 00	\$180,000.00	\$0.00
Replace Street Light	EA	20	\$8,700 00	\$174,000.00	\$0.00	\$0 00	\$174,000.00	\$0.00
Replace Bench	EA	20	\$1,500 00	\$30,000.00	\$0.00	\$0 00	\$30,000.00	\$0.00
Replace Trasch/Recycle Cans	EA	20	\$1,500 00	\$30,000.00	\$0.00	\$0 00	\$30,000.00	\$0.00
<b>Bulkhead Construction</b>								
Furnish & Install Bulkhead System	LF	1,850	\$1,400 00	\$2,590,000.00	\$0.00	\$0 00	\$2,590,000.00	\$0.00
Other Materials & Work	Various			\$2,219,294.62	\$2,219,294.62	\$0 00	\$0.00	\$0.00
<b>Drainage</b>								
Extend Existing Outfalls, plus New Valves	EA	4	\$15,000.00	\$60,000.00	\$0.00	\$0 00	\$60,000.00	\$0.00
<b>Subtotal:</b>				<b>\$5,631,544.62</b>	<b>\$2,219,294.62</b>	<b>\$0.00</b>	<b>\$3,412,250.00</b>	<b>\$0.00</b>

**Soft Costs**

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
State - Project Oversight #1	L.S.	1	\$170,792.62	\$170,792.62	\$170,792.62	\$0 00	\$0.00	\$0.00
Mobilization / General Work	L.S.	1	\$464,475.20	\$464,475.20	\$464,475.20	\$0 00	\$0.00	\$0.00
Soft Costs #3	L.S.	1	\$0.00	\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Soft Costs #4	L.S.	1	\$0.00	\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Atlantic City - Project Oversight	L.S.	1	\$0.00	\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
<b>Subtotal:</b>				<b>\$635,267.82</b>	<b>\$635,267.82</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Contingency**

Design Contingency  
 Construction Inspection & Material Testing  
 Contingency Cost #3  
 Contingency Cost #4  
 Contingency Cost #5

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
	L.S.	1	\$940,562.28	\$940,562.28	\$940,562.28	\$0 00	\$0.00	\$0.00
	L.S.	1	\$940,562.28	\$940,562.28	\$940,562.28	\$0 00	\$0.00	\$0.00
	L.S.	1		\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
	L.S.	1		\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
	L.S.	1		\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
	<b>Subtotal:</b>			<b>\$1,881,124.56</b>	<b>\$1,881,124.56</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Project Costs:</b>				<b>\$8,342,937.00</b>	<b>\$4,735,687.00</b>	<b>\$0.00</b>	<b>\$3,412,250.00</b>	<b>\$195,000.00</b>
Check:				\$0.00				

**Atlantic City Projects**  
**Project #2: Gardner's Basin Park Bulkheads & Dredging**

Total Cost: **\$969,144.00**

**Planning Cost**

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
Design Cost #1				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Design Cost #2				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Design Cost #3				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Design Cost #4				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
<b>Subtotal:</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Design & Engineering Cost**

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
Engineering Cost #1		1	\$55,594.00	\$55,594.00	\$0.00	\$0 00	\$55,594.00	\$0.00
Construction Management #2		1	\$79,420.00	\$79,420.00	\$0.00	\$0 00	\$79,420.00	\$0.00
Design & Engineering Cost #3				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Design & Engineering Cost #4				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Design & Engineering Cost #5				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
<b>Subtotal:</b>				<b>\$135,014.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$135,014.00</b>	<b>\$0.00</b>

**Construction - Hard Costs**

	Units	Per Unit	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
<b>Demolition &amp; Site Preparation #1</b>								
Removal of existing asphalt, curb etc	LS	1	\$5,000 00	\$5,000.00	\$0.00	\$0 00	\$5,000.00	\$0.00
<b>Asphalt &amp; Concrete</b>								
4" Thick Concrete Sidewalk	SF	4,000	\$6 00	\$24,000.00	\$0.00	\$0 00	\$24,000.00	\$0.00
Replace Street Light	EA	6	\$8,700 00	\$52,200.00	\$0.00	\$0 00	\$52,200.00	\$0.00
Replace Bench	EA	6	\$1,500 00	\$9,000.00	\$0.00	\$0 00	\$9,000.00	\$0.00
Replace Trasch/Recycle Cans	EA	6	\$1,500 00	\$9,000.00	\$0.00	\$0 00	\$9,000.00	\$0.00
<b>Bulkhead Construction</b>								
Furnish & Install Bulkhead System	LF	400	\$1,520 00	\$608,000.00	\$0.00	\$0 00	\$608,000.00	\$0.00
<b>Drainage</b>								
Extend Existing Outfalls, plus New Valves	EA	1	\$15,000.00	\$15,000.00	\$0.00	\$0 00	\$15,000.00	\$0.00
<b>Subtotal:</b>				<b>\$722,200.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$722,200.00</b>	<b>\$0.00</b>

**Soft Costs**

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
State - Project Oversight #1		1	\$39,710.00	\$39,710.00	\$0.00	\$0 00	\$39,710.00	\$0.00
Soft Cost #2				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Soft Cost #3				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Soft Cost #4				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Atlantic City - Project Oversight				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
<b>Subtotal:</b>				<b>\$39,710.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$39,710.00</b>	<b>\$0.00</b>

**Contingency**

Design Contingency  
 Contingency Cost #2  
 Contingency Cost #3  
 Contingency Cost #4  
 Contingency Cost #5

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
Design Contingency	L.S.	1	\$72,220.00	\$72,220.00	\$0.00	\$0 00	\$72,220.00	\$0.00
Contingency Cost #2	L.S.	1		\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Contingency Cost #3	L.S.	1		\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Contingency Cost #4	L.S.	1		\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Contingency Cost #5	L.S.	1		\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
			<b>Subtotal:</b>	<b>\$72,220.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$72,220.00</b>	<b>\$0.00</b>
<b>Total Project Costs:</b>				<b>\$969,144.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$969,144.00</b>	<b>\$0.00</b>
Check:				<b>\$0.00</b>				

**Atlantic City Projects**  
**Project #3: South Boulevard Bulkheads** Total Cost: \$1,036,522.00

**Planning Cost**

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
Design Cost #1				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Design Cost #2				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Design Cost #3				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Design Cost #4				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
<b>Subtotal:</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Design & Engineering Cost**

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
Engineering Cost #1		1	\$59,472.00	\$59,472.00	\$0.00	\$0 00	\$59,472.00	\$0.00
Construction Management #2		1	\$84,960.00	\$84,960.00	\$0.00	\$0 00	\$84,960.00	\$0.00
Design & Engineering Cost #3				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Design & Engineering Cost #4				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Design & Engineering Cost #5				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
<b>Subtotal:</b>				<b>\$144,432.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$144,432.00</b>	<b>\$0.00</b>

**Construction - Hard Costs**

	Units	Per Unit	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
<b>Demolition &amp; Site Preparation #1</b>								
Demolition	LS	1	\$5,000 00	\$5,000.00	\$0.00	\$0 00	\$5,000.00	\$0.00
<b>Asphalt &amp; Concrete</b>								
4" Thick Concrete Sidewalk	SF	3,500	\$6 00	\$21,000.00	\$0.00	\$0 00	\$21,000.00	\$0.00
Replace Street Light	EA	8	\$8,700 00	\$69,600.00	\$0.00	\$0 00	\$69,600.00	\$0.00
Replace Bench	EA	8	\$1,500 00	\$12,000.00	\$0.00	\$0 00	\$12,000.00	\$0.00
Replace Trasch/Recycle Cans	EA	8	\$1,500 00	\$12,000.00	\$0.00	\$0 00	\$12,000.00	\$0.00
<b>Bulkhead Construction</b>								
Furnish & Install Bulkhead System	LF	500	\$1,251 00	\$625,500.00	\$0.00	\$0 00	\$625,500.00	\$0.00
<b>Drainage</b>								
Extend Existing Outfalls, plus New Valves	EA	2	\$15,000.00	\$30,000.00	\$0.00	\$0 00	\$30,000.00	\$0.00
<b>Subtotal:</b>				<b>\$775,100.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$775,100.00</b>	<b>\$0.00</b>

**Soft Costs**

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
State - Project Oversight #1		1	\$42,480.00	\$42,480.00	\$0.00	\$0 00	\$42,480.00	\$0.00
Soft Cost #2				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Soft Cost #3				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Soft Cost #4				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Atlantic City - Project Oversight				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
<b>Subtotal:</b>				<b>\$42,480.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$42,480.00</b>	<b>\$0.00</b>



**Contingency**

Design Contingency  
 Contingency Cost #2  
 Contingency Cost #3  
 Contingency Cost #4  
 Contingency Cost #5

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
	L.S.	1	\$74,510.00	\$74,510.00	\$0.00	\$0 00	\$74,510.00	\$0.00
	L.S.	1		\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
	L.S.	1		\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
	L.S.	1		\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
	L.S.	1		\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
	<b>Subtotal:</b>			<b>\$74,510.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$74,510.00</b>	<b>\$0.00</b>
<b>Total Project Costs:</b>				<b>\$1,036,522.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,036,522.00</b>	<b>\$0.00</b>
Check:				\$0.00				

**Atlantic City Projects**  
**Project #4: Chelsea/Ducktown Bulkheads** Total Cost: **\$10,355,545.00**

**Planning Cost**

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
Design Cost #1				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design Cost #2				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design Cost #3				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design Cost #4				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal:</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Design & Engineering Cost**

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
Engineering Cost #1		1	\$144,500.00	\$144,500.00	\$0.00	\$0.00	\$144,500.00	\$0.00
Construction Management #2		1	\$705,500.00	\$705,500.00	\$0.00	\$0.00	\$705,500.00	\$0.00
Design & Engineering Cost #3				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design & Engineering Cost #4				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design & Engineering Cost #5				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal:</b>				<b>\$850,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$850,000.00</b>	<b>\$0.00</b>

**Construction - Hard Costs**

	Units	Per Unit	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
<b>Demolition &amp; Site Preparation #1</b>								
Removal of Existing Asphalt, Curb etc	SF	150,000	\$1.00	\$150,000.00	\$0.00	\$0.00	\$150,000.00	\$0.00
Removal of Existing Timber Bulkhead	LF	5,000	\$50.00	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$0.00
<b>Asphalt &amp; Concrete</b>								
Vertical Concrete Curb	LF	5,000	\$20.00	\$100,000.00	\$0.00	\$0.00	\$100,000.00	\$0.00
4" Thick Concrete Sidewalk	SF	50,000	\$5.00	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$0.00
Asphalt Roadway (DGA, Class C Base, 2" Base & Concrete Gutter	SY	11,000	\$40.00	\$440,000.00	\$0.00	\$0.00	\$440,000.00	\$0.00
Replace Street Light	EA	84	\$8,700.00	\$730,800.00	\$0.00	\$0.00	\$730,800.00	\$0.00
Replace Bench	EA	85	\$1,500.00	\$127,500.00	\$0.00	\$0.00	\$127,500.00	\$0.00
Replace Trasch/Recycle Cans	EA	85	\$1,500.00	\$127,500.00	\$0.00	\$0.00	\$127,500.00	\$0.00
<b>Bulkhead Construction</b>								
Furnish & Install Bulkhead System	LF	5,000	\$1,176.25	\$5,881,250.00	\$0.00	\$0.00	\$5,881,250.00	\$0.00
<b>Drainage</b>								
Extend Existing Outfalls, plus New Valves	EA	10	\$15,000.00	\$150,000.00	\$0.00	\$0.00	\$150,000.00	\$0.00
<b>Subtotal:</b>				<b>\$8,282,050.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$8,282,050.00</b>	<b>\$0.00</b>

**Soft Costs**

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
State - Project Oversight #1		1	\$450,290.00	\$450,290.00	\$0.00	\$0.00	\$450,290.00	\$0.00
Soft Cost #2				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Soft Cost #3				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Soft Cost #4				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Atlantic City - Project Oversight				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal:</b>				<b>\$450,290.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$450,290.00</b>	<b>\$0.00</b>

**Contingency**

Design Contingency  
 Contingency Cost #2  
 Contingency Cost #3  
 Contingency Cost #4  
 Contingency Cost #5

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
	L.S.	1	\$773,205.00	\$773,205.00	\$0.00	\$0.00	\$773,205.00	\$0.00
	L.S.	1		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	L.S.	1		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	L.S.	1		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	L.S.	1		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Subtotal:</b>			<b>\$773,205.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$773,205.00</b>	<b>\$0.00</b>
<b>Total Project Costs:</b>				<b>\$10,355,545.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$10,355,545.00</b>	<b>\$0.00</b>
Check:				<b>\$0.00</b>				

**Atlantic City Projects**  
**Project #5: Drainage System**

**Total Cost: \$1,129,700.00**

**Planning Cost**

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
Design Cost #1				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Design Cost #2				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Design Cost #3				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Design Cost #4				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
<b>Subtotal:</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Design & Engineering Cost**

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
Engineering Cost #1		1	\$64,820.00	\$64,820.00	\$0.00	\$0 00	\$64,820.00	\$0.00
Construction Management #2		1	\$92,600.00	\$92,600.00	\$0.00	\$0 00	\$92,600.00	\$0.00
Design & Engineering Cost #3				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Design & Engineering Cost #4				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Design & Engineering Cost #5				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
<b>Subtotal:</b>				<b>\$157,420.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$157,420.00</b>	<b>\$0.00</b>

**Construction - Hard Costs**

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
Drainage System Inspection	LS	1	\$55,000.00	\$55,000.00	\$0.00	\$0 00	\$55,000.00	\$0.00
Outfall Dredging	LS	1	\$90,000.00	\$90,000.00	\$0.00	\$0 00	\$90,000.00	\$0.00
Outfall Repair	LS	1	\$240,000.00	\$240,000.00	\$0.00	\$0 00	\$240,000.00	\$0.00
Storm Sewer Repair/Replacement	LS	1	\$301,000.00	\$301,000.00	\$0.00	\$0 00	\$301,000.00	\$0.00
Check Valve Replacement	LS	1	\$96,800.00	\$96,800.00	\$0.00	\$0 00	\$96,800.00	\$0.00
Restoration	LS	1	\$59,000.00	\$59,000.00	\$0.00	\$0 00	\$59,000.00	\$0.00
Hard Construction Cost #7				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Hard Construction Cost #8				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Hard Construction Cost #9				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Hard Construction Cost #10				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Hard Construction Cost #11				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
<b>Subtotal:</b>				<b>\$841,800.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$841,800.00</b>	<b>\$0.00</b>

**Soft Costs**

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
State - Project Oversight #1		1	\$46,300.00	\$46,300.00	\$0.00	\$0 00	\$46,300.00	\$0.00
Soft Cost #2				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Soft Cost #3				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Soft Cost #4				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Atlantic City - Project Oversight				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
<b>Subtotal:</b>				<b>\$46,300.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$46,300.00</b>	<b>\$0.00</b>

**Contingency**

Design Contingency  
 Contingency Cost #2  
 Contingency Cost #3  
 Contingency Cost #4  
 Contingency Cost #5

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
Design Contingency	L.S.	1	\$84,180.00	\$84,180.00	\$0.00	\$0 00	\$84,180.00	\$0.00
Contingency Cost #2	L.S.	1		\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Contingency Cost #3	L.S.	1		\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Contingency Cost #4	L.S.	1		\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Contingency Cost #5	L.S.	1		\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
			<b>Subtotal:</b>	<b>\$84,180.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$84,180.00</b>	<b>\$0.00</b>
<b>Total Project Costs:</b>				<b>\$1,129,700.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,129,700.00</b>	<b>\$0.00</b>
Check:				\$0.00				

**Atlantic City Projects**  
**Project #6: Dry Floodproofing**

**Total Cost: \$975,700.00**

**Planning Cost**

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
Design Cost #1				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Design Cost #2				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Design Cost #3				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Design Cost #4				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
<b>Subtotal:</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Design & Engineering Cost**

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
Engineering Cost #1		1	\$56,000.00	\$56,000.00	\$0.00	\$0 00	\$56,000.00	\$0.00
Construction Management #2		1	\$80,000.00	\$80,000.00	\$0.00	\$0 00	\$80,000.00	\$0.00
Design & Engineering Cost #3				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Design & Engineering Cost #4				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Design & Engineering Cost #5				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
<b>Subtotal:</b>				<b>\$136,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$136,000.00</b>	<b>\$0.00</b>

**Construction - Hard Costs**

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
Sprayed-on Cement above Grade	LS	1	\$413,000.00	\$413,000.00	\$0.00	\$0 00	\$413,000.00	\$0.00
Drainage Line Around Perimeter of the Building	LS	1	\$97,000.00	\$97,000.00	\$0.00	\$0 00	\$97,000.00	\$0.00
Plumbing Check Valve	LS	1	\$47,000.00	\$47,000.00	\$0.00	\$0 00	\$47,000.00	\$0.00
Sump Pump & Backup Battery	LS	1	\$60,000.00	\$60,000.00	\$0.00	\$0 00	\$60,000.00	\$0.00
Metal Flood Shield for Doors & Entry Points	LS	1	\$110,000.00	\$110,000.00	\$0.00	\$0 00	\$110,000.00	\$0.00
Hard Construction Cost #6				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Hard Construction Cost #7				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Hard Construction Cost #8				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Hard Construction Cost #9				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Hard Construction Cost #10				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Hard Construction Cost #11				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
<b>Subtotal:</b>				<b>\$727,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$727,000.00</b>	<b>\$0.00</b>

**Soft Costs**

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
State - Project Oversight #1		1	\$40,000.00	\$40,000.00	\$0.00	\$0 00	\$40,000.00	\$0.00
Soft Cost #2				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Soft Cost #3				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Soft Cost #4				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
Atlantic City - Project Oversight				\$0.00	\$0.00	\$0 00	\$0.00	\$0.00
<b>Subtotal:</b>				<b>\$40,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$40,000.00</b>	<b>\$0.00</b>

**Contingency**

Design Contingency  
 Contingency Cost #2  
 Contingency Cost #3  
 Contingency Cost #4  
 Contingency Cost #5

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
Design Contingency	L.S.	1	\$72,700.00	\$72,700.00	\$0.00	\$0.00	\$72,700.00	\$0.00
Contingency Cost #2	L.S.	1		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contingency Cost #3	L.S.	1		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contingency Cost #4	L.S.	1		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contingency Cost #5	L.S.	1		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal:</b>				<b>\$72,700.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$72,700.00</b>	<b>\$0.00</b>
<b>Total Project Costs:</b>				<b>\$975,700.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$975,700.00</b>	<b>\$0.00</b>

Check: \$0.00

**NOTE:**

All Wars Memorial Bldg. - 40% of Total Project Costs  
 City Hall. - 60% of Total Project Costs

**Atlantic City Projects**  
**Project #7: Traffic Signal Upgrades**

**Total Cost: \$1,919,902.99**

**Planning Cost**

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
Design Cost #1				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design Cost #2				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design Cost #3				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design Cost #4				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal:</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Design & Engineering Cost**

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
Engineering Cost #1		1	\$240,000.00	\$240,000.00	\$0.00	\$0.00	\$240,000.00	\$0.00
Construction Management #2		1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design & Engineering Cost #3				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design & Engineering Cost #4				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design & Engineering Cost #5				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal:</b>				<b>\$240,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$240,000.00</b>	<b>\$0.00</b>

**Construction - Hard Costs**

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
Maintenance & Protection of Traffic	LS	1	\$20,833.26	\$20,833.26	\$0.00	\$0.00	\$20,833.26	\$0.00
Public Sidewalk Curb Ramps	LS	1	\$62,000.00	\$62,000.00	\$0.00	\$0.00	\$62,000.00	\$0.00
Signs	LS	1	\$31,000.00	\$31,000.00	\$0.00	\$0.00	\$31,000.00	\$0.00
3" Rigid Metallic Conduit	LS	1	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	\$0.00
Ground Wire, #8 AWG	LS	1	\$6,536.00	\$6,536.00	\$0.00	\$0.00	\$6,536.00	\$0.00
Service Wire, # 6 AWG	LS	1	\$2,055.00	\$2,055.00	\$0.00	\$0.00	\$2,055.00	\$0.00
Traffic Signal Cable	LS	1	\$280,000.00	\$280,000.00	\$0.00	\$0.00	\$280,000.00	\$0.00
18" X 36" Junction Box	LS	1	\$29,600.00	\$29,600.00	\$0.00	\$0.00	\$29,600.00	\$0.00
Pedestrian Signal Standard	LS	1	\$19,733.00	\$19,733.00	\$0.00	\$0.00	\$19,733.00	\$0.00
Pedestrian Signal Head	LS	1	\$39,333.00	\$39,333.00	\$0.00	\$0.00	\$39,333.00	\$0.00
Advanced Push Button	LS	1	\$24,667.00	\$24,667.00	\$0.00	\$0.00	\$24,667.00	\$0.00
Stub Poles	LS	1	\$26,000.00	\$26,000.00	\$0.00	\$0.00	\$26,000.00	\$0.00
Foundation, Type P-MC	LS	1	\$70,000.00	\$70,000.00	\$0.00	\$0.00	\$70,000.00	\$0.00
Foundation, Type SPF	LS	1	\$75,000.00	\$75,000.00	\$0.00	\$0.00	\$75,000.00	\$0.00
Foundation, Type STF	LS	1	\$75,000.00	\$75,000.00	\$0.00	\$0.00	\$75,000.00	\$0.00
Traffic Signal Mast Arm, Steel	LS	1	\$65,000.00	\$65,000.00	\$0.00	\$0.00	\$65,000.00	\$0.00
Traffic Signal Standard, Steel	LS	1	\$65,000.00	\$65,000.00	\$0.00	\$0.00	\$65,000.00	\$0.00
Traffic Signal Head	LS	1	\$109,000.00	\$109,000.00	\$0.00	\$0.00	\$109,000.00	\$0.00
Image Detector	LS	1	\$227,000.00	\$227,000.00	\$0.00	\$0.00	\$227,000.00	\$0.00
Controller, 8 Phase	LS	1	\$63,000.00	\$63,000.00	\$0.00	\$0.00	\$63,000.00	\$0.00
Advanced Push Button Controller	LS	1	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$0.00
UPS System, Complete	LS	1	\$37,000.00	\$37,000.00	\$0.00	\$0.00	\$37,000.00	\$0.00
Meter Cabinet, Type T	LS	1	\$14,000.00	\$14,000.00	\$0.00	\$0.00	\$14,000.00	\$0.00
Controller Turn-On	LS	1	\$17,700.00	\$17,700.00	\$0.00	\$0.00	\$17,700.00	\$0.00
Traffic Stripes & Markings	LS	1	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$0.00
<b>Subtotal:</b>				<b>\$1,454,457.26</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,454,457.26</b>	<b>\$0.00</b>

**Soft Costs**

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
State - Project Oversight #1		1	\$80,000.00	\$80,000.00	\$0.00	\$0.00	\$80,000.00	\$0.00
Soft Cost #2				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Soft Cost #3				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Soft Cost #4				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Atlantic City - Project Oversight				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal:</b>				<b>\$80,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$80,000.00</b>	<b>\$0.00</b>



**Contingency**  
 Design Contingency  
 Contingency Cost #2  
 Contingency Cost #3  
 Contingency Cost #4  
 Contingency Cost #5

	Units	Qty	Cost	Total	Source of Funding			
					FEMA	Local Match	CDBG-DR	Other
	L.S.	1	\$145,445.73	\$145,445.73	\$0.00	\$0.00	\$145,445.73	\$0.00
	L.S.	1		\$0 00	\$0.00	\$0.00	\$0 00	\$0.00
	L.S.	1		\$0 00	\$0.00	\$0.00	\$0 00	\$0.00
	L.S.	1		\$0 00	\$0.00	\$0.00	\$0 00	\$0.00
	L.S.	1		\$0 00	\$0.00	\$0.00	\$0 00	\$0.00
	<b>Subtotal:</b>			<b>\$145,445.73</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$145,445.73</b>	<b>\$0.00</b>
<b>Total Project Costs:</b>				<b>\$1,919,902.99</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,919,902.99</b>	<b>\$0.00</b>
Check:				<b>\$0.00</b>				