

**NJ TRANSIT AGREEMENT No. 16-001**

**DESIGN, ENGINEERING, CONSTRUCTION ASSISTANCE AND OTHER  
TECHNICAL SERVICES FOR THE NJ TRANSITGRID**

**AGREEMENT**

05/26/15 FED

**AGREEMENT NO. 16-001**

**BETWEEN**

**NEW JERSEY TRANSIT CORPORATION**

**AND**

**AECOM Technical Services, Inc.**

**FOR PROFESSIONAL SERVICES**

This Agreement made as of March, 1 2017, between the New Jersey Transit Corporation (hereinafter "NJ TRANSIT"), a public instrumentality of the State of New Jersey and AECOM Technical Services, Inc. having its principal place of business at 30 Knightsbridge Road, Suite 520 Piscataway, NJ 08854 (hereinafter the "Consultant").

**WITNESSETH:**

WHEREAS, the Board of Directors of NJ TRANSIT, at its meeting of February 10, 2016, authorized the Executive Director to enter into this Agreement ("Agreement" or "Contract") with the Consultant for DESIGN, ENGINEERING, and CONSTRUCTION ASSISTANCE AND OTHER TECHNICAL SERVICES FOR THE NJ TRANSIT GRID Distributed Generation; and

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

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

1. **CONSULTANT SERVICES:** The Consultant, at the direction of NJ TRANSIT, shall provide to NJ TRANSIT services in conformance with the description of services, deliverables, standards of performance, and acceptance criteria set forth in Exhibit A (Scope of Services), annexed hereto and made a part hereof.

2. **COMPENSATION:** This Agreement is a cost plus fixed fee contract. NJ TRANSIT shall, subject to the availability of funds and audits, pay the Consultant for work identified in Exhibit A (Scope of Services). The Consultant's total costs and fees have been identified as an amount not to exceed \$3,556,416.00 as set forth in Exhibit B (Cost Information), annexed hereto and made part hereof. The costs have been identified as \$1,450,737.00 for direct labor, \$1,977,134.00 for indirect costs, and \$128,545.00 for

direct expenses. The fixed fee has been identified as \$-0-. Payment shall only be made for work which is actually performed and accepted by NJ TRANSIT. The Consultant shall render monthly invoices for direct and indirect charges incurred pursuant to this Agreement no later than two (2) weeks after the end of the month. NJ TRANSIT will make payment within thirty (30) days after approval of the Consultant's invoice. The invoices shall be detailed in accordance with procedures and formats prescribed by NJ TRANSIT.

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

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

Maximum provisional indirect cost rates (e.g. fringes, overhead, G&A, etc.) have been computed by the Consultant for it and its subconsultants and are considered acceptable by NJ TRANSIT. The following provisional rates shall be in effect for the duration of the Agreement unless revised as mutually agreed or adjusted as provided below:

<b>Contract Year 2016</b>	
<b>AECOM</b>	<b>138%</b>
<b>AG</b>	<b>137%</b>
<b>CCMT</b>	<b>138%</b>
<b>GbD</b>	<b>155%</b>
<b>GTS</b>	<b>124.11%</b>
<b>IPERC</b>	<b>105.59%</b>
<b>JCMS</b>	<b>116.32%</b>
<b>Macan Deve</b>	<b>130%</b>
<b>Navigant</b>	<b>125.56%</b>
<b>PB</b>	<b>154.21%</b>
<b>Radin</b>	<b>155.17%</b>
<b>Robinson</b>	<b>148%</b>

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

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

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

Direct labor rates, hours and costs, indirect labor rates and costs and direct expenses invoiced by the Consultant and paid by NJ TRANSIT are subject to audit and downward adjustment by NJ TRANSIT, in its sole discretion. Any determination of an overpayment by NJ TRANSIT as a result of an audit shall be final and conclusive of the amounts to be refunded. All overpayments shall be reimbursed to NJ TRANSIT within thirty (30) days of notification. Alternatively, NJ TRANSIT may deduct the overpayment amount from payments owed to the Consultant under this or any other agreement with NJ TRANSIT. No upward adjustments shall be allowed.

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

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

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

3. LIMITATION OF FUNDS:

A.) The Consultant estimates that performance of this Agreement will not cost NJ TRANSIT more than the estimated amount specified in Exhibit B (Cost Information). The Consultant agrees to make every effort to perform the work specified in Exhibit A (Scope of Services) and all obligations under this Agreement within the estimated amount specified in Exhibit B (Cost Information).

B.) The Purchase Order specifies the amount presently available for payment by NJ TRANSIT and allotted to the Scope of Services and the tasks the allotted amount will cover. The parties contemplate that NJ TRANSIT will allot additional funds incrementally to the Purchase Order up to the full estimated cost as specified in Exhibit B (Cost Information) inclusive of all fees. The Consultant agrees to perform, or have performed, work on the Agreement up to the point at which the total amount paid and payable by NJ TRANSIT under the Agreement approximates but does not exceed the total amount actually allotted by NJ TRANSIT for each of the tasks identified in the Agreement.

C.) The Consultant shall notify the Contracting Officer in writing whenever it has reason to believe that within the next sixty (60) days the costs it expects to incur under this Agreement to complete the Scope of Services, when added to all costs previously incurred, will exceed seventy-five percent (75%) of the total amount so far allotted by NJ TRANSIT. The notice shall state the estimated amount, if any of additional

funds required to continue and complete performance of the Scope of Services, as specified in Exhibit A (Scope of Services), beyond the total allotted amount specified in Exhibit B (Cost Information).

D.) If, after notification by the Consultant pursuant to paragraph C above, additional funds are not allotted for the Scope of Services, the Contracting Officer may terminate this Agreement, in whole or in part, in accordance with the provisions of Article 14, TERMINATION OF THE AGREEMENT FOR CONVENIENCE.

E.) Except as required by other provisions of this Agreement:

1.) NJ TRANSIT is not obligated to reimburse the Consultant for costs incurred in excess of the amount allotted in total by NJ TRANSIT for this Agreement; and

2.) The Consultant is not obligated to continue performance under this Agreement (excluding actions under Article 14, TERMINATION OF THE AGREEMENT FOR CONVENIENCE) or otherwise incur costs in excess of the amount then allotted to the Agreement by NJ TRANSIT until the Contracting Officer notifies the Consultant in writing that the amount allotted by NJ TRANSIT has been increased and specifies an increased amount, which shall then constitute the total amount allotted by task and in total by NJ TRANSIT for this Agreement.

F.) No notice, communication, or representation in any form other than that specified by the Contracting Officer in writing shall affect the amount allotted by NJ TRANSIT to this Agreement. In the absence of the notice specified in Paragraph C, NJ TRANSIT is not obligated to reimburse the Consultant for any costs in excess of the total costs and fees specified in Exhibit B (Cost Information) to this Agreement, whether incurred during the course of the Agreement or as a result of termination.

G.) Change Orders shall not be considered an authorization to exceed the amount allotted by NJ TRANSIT specified in Exhibit B (Cost Information), unless they contain a statement increasing the amount allotted.

H.) Nothing in this clause shall affect the right of NJ TRANSIT to terminate this Agreement.

I.) If NJ TRANSIT does not allot sufficient funds to allow completion of the work, the Consultant will be entitled to the actual costs incurred plus a percentage of the fixed fee specified in Exhibit B (Cost Information) not to exceed the percentage of completion of the work contemplated by this Agreement.

4. EFFECTIVE DATE AND TERM OF AGREEMENT: This Agreement shall become binding upon the parties hereto when executed on behalf of NJ TRANSIT by the Contracting Officer or his designee. The Consultant shall commence work upon the Scope of Services within five (5) working days upon receipt of a written Notice to Proceed to that effect which shall be issued on behalf of NJ TRANSIT by its Contracting Officer or his designee upon the execution of the Agreement by NJ TRANSIT. The Consultant shall complete the Scope of Services by Three Hundred Sixty five (365) calendar days after the effective date of the Notice to Proceed.

5. MODIFICATION OF AGREEMENT:

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

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

B.) Notwithstanding Paragraph A. above, the Contracting Officer may at any time, by written order, make changes within the general scope of this Agreement to the work to be performed by the Consultant. If any such change causes an increase or decrease in the estimated cost of, or the time required for, the performance of any part of the work under this Agreement, whether or not changed by the order, the Contracting Officer may make such adjustments as are appropriate and equitable and shall modify the Agreement in writing accordingly. Any claim by the Consultant for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Consultant of the notification of change; provided however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment under this Agreement. Failure to agree to any

adjustment shall be a dispute within the meaning of Article 34, DISPUTES. However, nothing in this clause shall excuse the Consultant from proceeding with the Agreement as changed.

C.) No services for which an additional cost or fee will be charged by the Consultant shall be furnished without the prior express written authorization of the Contracting Officer.

D.) Unless specified in a written contract modification, no change, reduction, modification or expansion of the Scope of Services within or beyond the scope of this Agreement shall serve to modify the terms and conditions of this Agreement.

E.) Whenever an "AS DIRECTED TASK" appears in Exhibit A (Scope of Services) and Exhibit B (Cost Information), NJ TRANSIT has provided an allowance for additional or supplemental work that has not yet been defined. This allowance is provided for the sole convenience of NJ TRANSIT and may only be used for work authorized by NJ TRANSIT.

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

6. STATUS REPORTS: The Consultant shall submit to NJ TRANSIT a monthly or more frequently, at the discretion of NJ TRANSIT, a written status report outlining the status of the Project to date. Each status report shall be a concise narrative description of activities to date and planned activities for the coming month or other period and include, at a minimum: the period's accomplishments by deliverable and/or task; status of deliverables; work-in-progress; next steps; listings and status of documents/data requested; potential impacts to the scope of work, cost or schedule; items or issues identified; total weekly and cumulative hours by task, deliverable, and person; projected hours to complete each task/deliverable; and any other information NJ TRANSIT may require. A final report, one (1) original and seven (7) copies, and one copy in an electronic format acceptable to NJ TRANSIT shall be submitted by the Consultant upon completion of the project.



7.        **REVIEWS:** Until the completion of the Scope of Services by the Consultant and the final payment made by NJ TRANSIT, the Consultant shall allow representatives of NJ TRANSIT to visit the offices and other places of work of the Consultant periodically without prior notice to monitor the Consultant's work completed or in progress pursuant to this Agreement. NJ TRANSIT shall, within a reasonable time, review and act upon all documents submitted by the Consultant. Both parties agree that if either party deems it advisable to hold either a conference or any inspection of work in progress, all parties shall be notified and may participate.

8.        **ACCEPTANCE OF THE CONSULTANT'S WORK:** All services and deliverables that the Consultant must provide and deliver to NJ TRANSIT as specified in Exhibit A (Scope of Services) shall be provided and delivered to the designated NJ TRANSIT Project Manager. The Project Manager shall examine and inspect the deliverables and shall have the right in his/her reasonable judgment to refuse to accept any services or deliverables if they do not meet the requirements of the Scope of Services. Such inspection does not relieve the Consultant of its liability regarding any deficiencies in the performance of the Scope of Services or deliverables, whether obvious or not. If any deliverables are not accepted, NJ TRANSIT may terminate this Agreement, in whole or in part, in accordance with Article 15, TERMINATION OF THE AGREEMENT FOR CAUSE.

9.        **OVERPAYMENTS:** If at any point NJ TRANSIT determines that the Consultant has been overpaid, NJ TRANSIT shall notify the Consultant in writing of the overpayment. The Consultant shall repay the amount of overpayment to NJ TRANSIT within thirty (30) days of said notification including interest as applicable.

10.       **ASSIGNMENT, SUBCONTRACT AND DISPOSITION APPROVAL:** The Consultant shall not sell, transfer or otherwise dispose of this Agreement or its interest therein to any other parties without the prior written consent of NJ TRANSIT. The Consultant shall not, without the prior written approval of NJ TRANSIT, assign or subcontract any of the Scope of Services under this Agreement. Neither shall any assignee or subconsultant, without the prior written approval of NJ TRANSIT, further assign or subcontract any of the work to be performed pursuant to this Agreement.

The terms of this Agreement shall be incorporated into and made part of any assignment or subcontract pursuant to this Agreement. As a condition of obtaining NJ TRANSIT's approval of any proposed

assignee or subconsultant, the Consultant shall provide NJ TRANSIT with sufficient documentation regarding the proposed subconsultant or assignee for NJ TRANSIT's review and approval and shall provide to NJ TRANSIT a copy of the agreement established between the Consultant and its subconsultant or assignee.

Any assignment or subcontract of work to be performed under this Agreement, entered into without prior written approval by NJ TRANSIT, shall be void and unenforceable unless NJ TRANSIT subsequently gives written approval or consent.

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

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

express written permission in advance of the Office of the Attorney General of the State of New Jersey, any defense involving in any way the immunity of NJ TRANSIT or the State of New Jersey, the jurisdiction of the tribunal over NJ TRANSIT or the State of New Jersey, or the provisions of any statutes respecting suits against NJ TRANSIT or the State of New Jersey.

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

12. **INSURANCE:** The Consultant agrees to carry and shall require its assignees and subconsultants, if any, to carry professional liability insurance of the type necessary to protect the Consultant from professional liability arising out of the negligent acts, errors or omissions of the Consultant in connection with the performance of the Consultant's services pursuant to this Agreement. Said insurance shall be in an amount not less than \$5,000,000 for any one claim and annual aggregate with a deductible not to exceed \$50,000 for any one claim, unless approved otherwise by NJ TRANSIT. The Consultant agrees to maintain this coverage for three (3) years after completion of this Agreement including any amendments thereto. There shall be no exclusions in coverage for the insured's interest in a joint venture or Limited Liability Company or Limited Liability Partnership. There shall be no exclusions in coverage for pollution, mold or asbestos. The policy shall include contractual liability coverage.

The Consultant agrees to carry, and shall require its assignees and subconsultants, if any, to carry, commercial general liability insurance using ISO Occurrence Form CG0001 10/93 or equivalent. The policy shall provide a minimum amount of \$5,000,000 each occurrence, \$5,000,000 personal and advertising injury, \$5,000,000 general aggregate and \$5,000,000 products completed operations aggregate. Coverage provided under this liability policy shall be on an occurrence basis and shall include, but not be limited to, bodily injury and property damage coverage including products liability/completed operations coverage, premises operations liability, blanket contractual liability, personal injury liability, advertising injury coverage, independent contractors liability, mobile equipment, damage from explosion, collapse and underground

hazards, and cross liability and severability of interests clause. Additional insured endorsement CG2026 11/85, CG 2010 11/85 or CG 2010 10/93 (but only if modified to include both ongoing and completed operations) naming NJ TRANSIT and the Indemnified Parties and coverage must apply on a primary and non-contributory basis. The policy shall allow the Consultant to waive its and its insurer's rights of subrogation. There shall be no coverage exceptions for property containing or adjacent to railroad facilities or other transportation facilities. The Consultant shall furnish completed operations insurance written to the limits stipulated herein for Commercial General Liability Insurance. Coverage shall be required and maintained in force for a minimum of three (3) years following acceptance of the overall Contract, regardless of any beneficial occupancy by NJ TRANSIT during the Contract term.

The Consultant agrees to carry, and shall require its assignees and subconsultants, if any, to carry automobile liability insurance applicable to all owned, non-owned, hired or leased vehicle with a minimum of \$1,000,000 combined single limit for bodily injury and property damage. With respect to said insurance, NJ TRANSIT and the Indemnified Parties shall be named as an additional insured at no additional cost to NJ TRANSIT.

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

The Consultant agrees to carry, and shall require its assignees and subconsultants, if any, to carry, contractor's pollution liability insurance covering the liability arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up and disposal costs and defense that arise from the operation of Consultant or its subconsultants. Coverage under this policy shall have limits of liability with a minimum of \$2,000,000 per occurrence. Transport of any hazardous waste generated under this Agreement shall require Hazardous Waste Haulers Insurance (MCS90) in an amount of \$2,000,000 per occurrence or

statutory minimum, whichever is greater. This policy shall name NJ TRANSIT and the Indemnified Parties as additional insured at no cost to NJ TRANSIT.

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

All policies are to be written by insurance companies authorized to do business in New Jersey with an A.M. Best and Company rating of "A-" or better (or equivalent rating). All policies shall contain an endorsement that if the policy is canceled, non-renewed or is subject to any material reduction in limits, the Insurer will provide written notice to NJ TRANSIT at least thirty (30) days prior to the occurrence of such event in accordance with Article 33, NOTIFICATION with a copy to NJ TRANSIT's Senior Director of Risk Management as follows:

NJ TRANSIT  
One Penn Plaza East  
Newark, New Jersey 07105-2246  
Attn: Ms. Lisa A. Gatchell  
Senior Director, Risk Management

The foregoing insurance coverage is not intended to nor does it limit the liability of the Consultant to hold the Indemnified Parties harmless.

The Consultant shall provide NJ TRANSIT with evidence of the Consultant's insurance. Said insurance shall be maintained in full force and effect by the Consultant, subconsultant and assignee, if any, from the effective date of this Agreement until completion of and final payment for the Scope of Services. If the Consultant (subconsultant or assignee) shall fail or refuse to renew its insurance, as necessary, NJ TRANSIT may cancel or refuse to make payment of any further monies due under this Agreement. In lieu of requiring its assignees or subconsultants to carry this coverage, the Consultant may elect to cover them under its policies of insurance.

13. AUDIT AND INSPECTION OF RECORDS: The Consultant shall retain all records, data, documents, reports, payroll, and material relating to the Agreement and Scope of Services (collectively, "Records") from the effective date hereof through and until the expiration of five (5) years after completion of and final payment for the Scope of Services. The Consultant shall permit authorized representatives of NJ TRANSIT and, pursuant to N.J.S.A. 52:15C-14(d), the Office of the State Comptroller, upon request, to inspect, audit, and photocopy all Records of it and its subconsultants and assignees, if any...

NJ TRANSIT shall have the right to inspect all services hereunder and specifically reserves the right to conduct on-site visits and perform financial audits and operational reviews. Any inspection, audit or review or lack thereof shall not relieve the Consultant of responsibility for satisfactory performance of the Scope of Services. Consultant shall maintain a true and correct set of Records for all charges and in sufficient detail to permit reasonable verification or correction of charges and performance in accordance with this Agreement.

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

The Consultant further agrees to include in all its subcontracts hereunder a provision whereby subconsultant agrees that it will keep all Records until the expiration of (5) years after final payment under the subcontract, and that the authorized representatives of NJ TRANSIT and the Office of State Comptroller shall, have access to and the right to inspect, audit and photocopy all Records related to the subconsultant's performance and costs under the subcontract.

Documents of every nature prepared pursuant to this Agreement shall be available to and become the property of NJ TRANSIT, and basic notes and other pertinent data shall be made available to NJ TRANSIT upon request without restriction as to their future use. Such documents shall be provided or made available within thirty (30) days of NJ TRANSIT's request.

The periods of access and examination described above, for Records which relate to: (1) appeals under Article 34, DISPUTES; (2) litigation or the settlement of claims arising out of the performance of this Agreement; or (3) costs and expenses of this Agreement as to which exception has been taken by NJ TRANSIT or the Office of State Comptroller or any of their authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

14. TERMINATION OF THE AGREEMENT FOR CONVENIENCE: NJ TRANSIT may terminate the Consultant's services in whole or in part for any reason at any time before completion. In that

event, the Consultant shall be given written notice by the Contracting Officer of such termination specifying the effective date thereof. Compensation shall be paid to the Consultant pursuant to the terms of Article 2, COMPENSATION for the work actually performed prior to such date. All documents begun or completed by the Consultant pursuant to this Agreement shall become the property of NJ TRANSIT. After receipt of such written notice, the Consultant shall not incur any new obligations without the prior written approval of the Contracting Officer and shall cancel as many outstanding obligations so related as possible. NJ TRANSIT will evaluate each obligation deemed non-cancellable by the Consultant in order to determine its eligibility for inclusion in compensable costs. No damages of any nature shall be claimed against NJ TRANSIT in the event it exercises this right of termination.

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

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

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

No damages of any nature shall be claimed against NJ TRANSIT in the event it exercises this right of termination. The rights and remedies available to NJ TRANSIT in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If, after notice of termination of this Agreement under the provisions of this Article, it is determined for any reason that the Consultant was not in default under the provisions of this Article, or that the default was excusable under the provisions of this Article, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 14, TERMINATION FOR CONVENIENCE.

16. BUSINESS REGISTRATION NOTICE: In accordance with N.J.S.A. 52:32-44, all New Jersey and out of State business organizations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue. It is requested that proof of valid business registration be submitted by a proposer with its proposal. Failure to submit such valid business registration with a proposal will not render the proposal materially non-responsive. If not submitted with the proposal, the Business Registration Certificate (BRC) must be submitted prior to award of an Agreement. The certificate must be valid at time of award. The Business Registration Certificate (BRC) form (Form NJ-REG) can be found online at <http://www.state.nj.us/treasury/revenue/gettingregistered.shtml>.

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

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

17. SOURCE DISCLOSURE:

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

All Consultants seeking a contract primarily for services with NJ TRANSIT must disclose the



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

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

If, during the term of the Agreement, the Consultant or subconsultant, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of the services outside the United States, the Consultant shall be deemed to be in breach of the Agreement, which shall be subject to termination for cause pursuant to Article 15, TERMINATION OF THE AGREEMENT FOR CAUSE, unless previously approved by NJ TRANSIT.

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

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

**19. PATENT RIGHTS AND RIGHTS IN DATA:**

- A.) Rights in Data

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

2.) All "subject data" first produced in the performance of this Agreement shall be the sole property of NJ TRANSIT. The Consultant agrees not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such data. Except for its own internal use, the Consultant shall not publish or reproduce such data in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of NJ TRANSIT until such time as NJ TRANSIT may have released such data to the public.

3.) The Consultant agrees to grant and does hereby grant to NJ TRANSIT and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world:

a.) To publish, translate, reproduce, deliver, perform, use, and dispose of, in any manner, any and all data not first produced or composed in the performance of this Agreement, but which is incorporated in the work furnished under this Agreement; and

b.) To authorize others so to do.

4.) The Consultant shall indemnify and save and hold harmless NJ TRANSIT, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Consultant of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this Agreement.

5.) Nothing contained in this Article shall imply a license to NJ TRANSIT under any patent or be construed as affecting the scope of any license or other right otherwise granted to NJ TRANSIT under any patent.

6.) Paragraphs 3 and 4, above, are not applicable to material furnished to the Consultant by NJ TRANSIT and incorporated in the work furnished under the Agreement; provided that such incorporated material is identified by the Consultant at the time of delivery of such work.

7.) In the event that the project, which is the subject of this Agreement, is not completed, for any reason whatsoever, all data generated under this Agreement shall become subject data as defined in this clause and shall be delivered as NJ TRANSIT may direct.

B.) Patent Rights

1.) If any invention, improvement, or discovery of the Consultant is conceived or first actually reduced to practice in the course of or under this Agreement, which invention, improvement or discovery may be patentable under the laws of the United States of America or any foreign country, the Consultant shall immediately notify NJ TRANSIT.

2.) The rights and responsibilities of NJ TRANSIT and the Consultant with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies and any waiver thereof.

20. PUBLICATION AND PUBLICITY: The Consultant, its subconsultants, assignees, employees or agents shall not release or publish any information or material generated from this project to others outside of NJ TRANSIT without the express written permission of NJ TRANSIT except as specified in the Scope of Services.

21. EQUAL EMPLOYMENT OPPORTUNITY: The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127) set forth in the State of New Jersey Equal Employment Opportunity Provisions for Professional Service Contracts, annexed hereto, are hereby made a part of this Agreement as Exhibit D.

In accordance with the provisions of N.J.S.A. 10:2-1 through 10:2-4 as amended and supplemented and the rules and regulations promulgated pursuant thereto, the Consultant agrees that:

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

22. EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES: The Consultant and NJ TRANSIT agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibit discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated thereto, are made a part of this Agreement. In providing any aid, benefit, or service on behalf of NJ TRANSIT pursuant to this Agreement, the Consultant agrees that the performance shall be in strict compliance with the Act. In the event that the Consultant, its agents, servants, employees, or subcontractors

violate or are alleged to have violated the Act during the performance of this Agreement, the Consultant shall defend NJ TRANSIT and the State of New Jersey in any action or administrative proceeding commenced pursuant to this Act. The Consultant shall indemnify, protect, and save harmless NJ TRANSIT and the State, their agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Consultant shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. If any action or administrative proceeding results in an award of damages against NJ TRANSIT or the State or if NJ TRANSIT or the State incur any expense to cure a violation of the ADA, the Consultant shall satisfy and discharge the same at its own expense.

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

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

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

23. **DISADVANTAGED BUSINESS ENTERPRISES:** Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of this Agreement and any subcontract under it. NJ TRANSIT and the Consultant shall take all necessary and reasonable steps, in accordance with 49 CFR Part 26 and the provisions set forth in Exhibit E, annexed hereto, to ensure that Disadvantaged Businesses have equal opportunity to participate. Failure by

the Consultant to carry out the requirements of this Article shall be deemed a material breach of this Agreement.

24. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW:** The Consultant shall comply with applicable laws, ordinances, and codes of the United States, the State of New Jersey and local governments within the State. If NJ TRANSIT determines that the Consultant has violated or failed to comply with applicable federal, state or local laws with respect to its performance under this Agreement, NJ TRANSIT may withhold payments for such performance and take such other action that it deems appropriate under the circumstances until compliance or remedial action has been accomplished by the Consultant to the satisfaction of NJ TRANSIT. The Consultant acknowledges that federal requirements may change and the changed requirements will apply to the project as required, unless the Federal Government determines otherwise.

25. **CONFLICT OF INTEREST:** In the event that the Consultant deems that any work currently being performed by it on other projects or any work to be performed on future projects is in conflict directly or indirectly with this Agreement, the Consultant shall immediately so notify NJ TRANSIT. NJ TRANSIT, in its sole discretion, shall have the right to terminate this Agreement in accordance with Article 14, TERMINATION OF THE AGREEMENT FOR CONVENIENCE hereof.

26. **CONSULTANT'S EMPLOYEES:** All personnel employed on this project and their daily rates shall be approved in writing by NJ TRANSIT prior to assignment to this project and, in addition, any employee of the Consultant or its subconsultants declared undesirable by NJ TRANSIT shall be relieved of any work under this Agreement.

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

27. **PROHIBITED INTEREST:** No member, officer, or employee of NJ TRANSIT or its subsidiaries shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. No former member, officer or employee of NJ TRANSIT or its subsidiaries who, during his tenure, had a direct, substantial involvement with matters that are closely related to this Agreement, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

28. INTERESTS OF MEMBERS OF OR DELEGATES TO CONGRESS: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

29. NJ TRANSIT CODE OF ETHICS FOR CONSULTANTS:

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

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

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

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

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

B.) In accordance with N.J.A.C. 16:72-4.1, the Consultant may be suspended and/or debarred if the Consultant:

1.) Makes any offer or agreement to pay or to make payment of, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any NJ TRANSIT Board member, officer, or employee or to any member of the immediate family of such Board member, officer, or employee, or any partnership, firm, or corporation with which they are employed or

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

2.) Fails to report to the Attorney General and to the Executive Commission on Ethical Standards in writing forthwith the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any NJ TRANSIT Board member, officer, or employee;

3.) Undertakes, directly or indirectly, any private business, commercial, or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sale, directly or indirectly of any interest in such Consultant to, any NJ TRANSIT Board member, officer, or employee having any duties or responsibilities in connection with the purchase, acquisition, or sale of any property or services by or to NJ TRANSIT, or with any person, firm, or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationship subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the NJ TRANSIT Board member, officer, or employee upon a finding that the present or proposed relationship does not present the potential, actuality, or appearance of a conflict of interest;

4.) Influences or attempts to influence or causes to be influenced, any NJ TRANSIT Board member, officer, or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of such Board member, officer, or employee; or

5.) Causes or influences or attempts to cause or influence, any NJ TRANSIT Board member, officer, or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Consultant or any other person.

30. **POLITICAL ACTIVITY PROHIBITED:** None of the funds or services contributed by NJ TRANSIT or the Consultant under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

31. **NONSOLICITATION:** The Consultant warrants that it has not retained any party other than a bona fide employee working for the Consultant to solicit this Agreement, and that it has not paid or agreed to pay any outside party consideration in any form contingent upon securing this Agreement. For breach of this warranty, NJ TRANSIT shall have the right to terminate this Agreement for cause.



32. **MERGER AND SEVERABILITY:** This Agreement embodies the entire agreement between the parties. If any provision herein is held invalid, it shall be considered deleted herefrom and shall not invalidate the remaining provisions hereof.

33. **NOTIFICATION:** Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted by this Agreement to be made upon, given or furnished to, or filed with one party by another party shall be in writing and shall be delivered by hand or by deposit in the mails of the United States, postage paid, in an envelope addressed as follows:

If to NJ TRANSIT:

Mr. James Schworn  
Chief of Procurement & Support Services  
NJ TRANSIT  
One Penn Plaza East  
Newark, New Jersey 07105-2246  
Attn: Thomas J. Fusco

With a copy to:

NJ TRANSIT  
One Penn Plaza East  
Newark, New Jersey 07105-2246  
Attn: Nicholas Marton  
Project Manager

If to the Consultant:

Attn: Frederick W. Werner, PE  
Corporate Executive Vice President/Project Executive

Either party to the Agreement may redesignate the recipient or change the address of the recipient of notifications hereunder by notifying the other party to this Agreement, in writing, of such change.

34. **DISPUTES:** Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties will be decided in writing by the authorized representative of the Contracting Officer. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Consultant mails or otherwise furnishes a written appeal to the Contracting Officer. In connection with any such appeal, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Contracting Officer shall be binding upon the Consultant and the Consultant shall abide by the decision. The New Jersey Contractual Liability Act, N.J.S.A.

59:13-1 et seq., shall govern any action which may be brought by the Consultant as a result of NJ TRANSIT's decision.

35. OUT OF STATE CORPORATIONS: If the Consultant is a corporation organized under laws of a state other than New Jersey, the Consultant shall have a certificate of authority to do business in New Jersey in accordance with N.J.S.A. 14A:13-3. In addition, pursuant to N.J.S.A. 14A:4-1 et seq., the Consultant shall maintain a registered office in New Jersey, have a registered agent with a business office in New Jersey and shall file with the Secretary of State the name of said agent and address of said office and provide a copy thereof to NJ TRANSIT.

Inquiries should be directed to:

State of New Jersey  
Department of State  
Division of Commercial Recording  
CN-308  
Trenton, New Jersey 08625  
[www.state.nj.us/nibqs](http://www.state.nj.us/nibqs)

36. SUCCESSORS: This Agreement shall bind the heirs, representatives, successors, and assignees of the Consultant.

37. GOVERNING LAW: The Agreement shall be governed by and interpreted pursuant to the laws of the State of New Jersey.

38. QUALITY ASSURANCE PLAN: The Consultant shall perform all work according to the highest standards of professional care. The Consultant shall establish and maintain a Quality Assurance Plan, subject to NJ TRANSIT's approval, setting forth the Consultant's policy for quality assurance and procedures for implementing that policy. Such plan must apply to all persons engaged in work under this Agreement, include regular and written procedures for performance of all Project activities, and provide sufficient information to senior managers to enable effective supervision of the Project. The procedures shall provide for sufficient documentation to allow review and audit by NJ TRANSIT, and NJ TRANSIT may, in its discretion, review the Consultant's implementation of the procedures.

39. PROJECT SUPERVISION: If engineering, design, architectural or surveying services are provided under this Agreement, the Consultant shall assign an engineer or architect authorized to practice in the State of New Jersey to supervise the Scope of Services. The design and engineering services for this

project shall be performed and/or approved by a Professional Engineer or Registered Architect licensed to practice in the State of New Jersey.

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

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

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

40. HISTORIC PRESERVATION: The Consultant shall submit to NJ TRANSIT, pursuant to this Agreement, a final design which meets the "Standards for Rehabilitation" established and published by the United States Department of the Interior at 36 CFR Part 67, which standards are applied by the Commissioner of Environmental Protection in the statutory review, required by N.J.S.A. 13:1B-15.131, of projects which will encroach upon a site included in the New Jersey Register of Historic Places. In the event that the final design for the Project is submitted for review pursuant to N.J.S.A. 13:1B-15.131 and is not approved or is approved with conditions by the Commissioner of Environmental Protection, for reasons that the final design does not meet said standards, the Consultant shall correct or modify said design immediately

upon notification of non-approval, or shall reimburse NJ TRANSIT for any reasonable costs incurred by NJ TRANSIT to correct or modify the design, so that it may be approved by the Commissioner of Environmental Protection.

41. FALSE OR FRAUDULENT STATEMENTS AND CLAIMS:

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

B.) The Consultant also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal Assistance authorized by 49 USC § 5307, the Government reserves the right to impose on the Consultant the penalties of 18 USC § 1001 and 49 USC § 5307(n) (1), to the extent the Federal Government deems appropriate.

42. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES: The Consultant agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, any third party contractor, or any other person not a party to the contract in connection with the performance of the project. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, subagreement, or third party contract, the Federal Government continues to have no obligations or liabilities to any party, including the subrecipient and third party contractor.

43. EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS: Apart from inconsistent requirements imposed by Federal statute or regulations, the Consultant agrees that it will comply

with the requirements of 49 USC § 5323(h) (2) by refraining from using any Federal Assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

44. **CLEAN WATER AND CLEAN AIR ACTS:** If this Agreement shall be in an amount greater than \$100,000, the Consultant shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, Environmental Protection Agency Regulations (40 CFR Part 15), and any other applicable standard, order or requirement issued pursuant to Federal statute or regulation. The Consultant shall report violations to NJ TRANSIT, FTA and to the USEPA Assistant Administrator for Enforcement.

45. **ENERGY CONSERVATION:** The Consultant shall comply with mandatory standards and policies relating to energy efficiency contained in applicable State of New Jersey Energy Conservation Plans issued in compliance with the Energy Policy and Conservation Act (42 USC 6321 et seq.).

46. **CIVIL RIGHTS:** During the performance of this Contract, the Consultant, for itself, its assignees and successors in interest and its subconsultant at every tier (hereinafter referred to as the "Consultant") agrees as follows:

(a) Compliance with Regulations

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

(b) Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(c) Equal Employment Opportunity

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

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

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

(2) Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

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

(e) Information and Reports

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

(f) Sanctions for Noncompliance

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

(1) Withholding of payments to the Consultant under the Contract until the Consultant complies; and/or

(2) Cancellation, termination or suspension of the Contract, in whole or in part.

47. CONTRACT WORK HOURS AND SAFETY STANDARDS: During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

A.) Overtime Requirements: No consultant or subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week, whichever is greater.

B.) Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, the Consultant and any subconsultant responsible therefore shall be liable for the unpaid wages. In addition, such Consultant and subconsultant shall be liable to the United States (in case the work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.

C.) Withholding for Unpaid Wages and Liquidated Damages: NJ TRANSIT shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Consultant or subconsultant under any such contract or any other Federal contract with the same prime consultant, or any other Federally-assigned contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (B)(2) of 29 CFR Section 5.5.

D.) Nonconstruction Grants: The Consultant or subconsultant shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Agreement for all laborers and mechanics, including guards and watchmen, working on the Agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. These records shall be made available by the Consultant or subconsultant for inspection, copying, or transcription by authorized representatives of NJ TRANSIT, the FTA and the Department of Labor, and the Consultant or subconsultant will permit such representatives to interview employees during working hours on the job.



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

#### 48. CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTION

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

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

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

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

The lower tier participant agrees by signing this agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by NJ TRANSIT.

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

A participant in a covered transaction may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered

transaction, unless it knows that the certification is erroneous. Each participant shall check the U.S. Government System for Award Management (SAM) database.

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

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

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

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

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

49. LIMITATIONS ON LOBBYING: The Consultant and its subconsultants shall comply with 31 USC 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions".

A.) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any

cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

B.) Any Consultant and any subconsultant at any tier who requests or receives a Federally-assisted contract or subcontract in excess of \$100,000 from NJ TRANSIT shall file with NJ TRANSIT the certification attached to this Agreement and entitled "Certification for Contracts, Grants, Loans and Cooperative Agreements" which certifies that the Consultant or subconsultant, as applicable, has not made, and will not make, any payment prohibited by paragraph A.) of this Article.

C.) Any Consultant and any subconsultant who has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action) which would be prohibited under paragraph A.) of this Article if paid for with appropriated funds, shall file with NJ TRANSIT a disclosure form entitled "Disclosure of Lobbying Activities", which is available from NJ TRANSIT.

D.) Any certification or disclosure form filed under paragraphs B.) and C.) of this Article shall be forwarded from tier to tier until received by NJ TRANSIT. Any certification or disclosure form shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded.

E.) The prohibition on the use of appropriated funds does not apply in the case of a payment of reasonable compensation to an officer or employee of a Consultant or subconsultant if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

F.) The prohibition on the use of appropriated funds does not apply in the case of any reasonable payment to an officer or employee of a Consultant or subconsultant or to a person, other than an officer or employee of a Consultant or subconsultant, if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal or application for a Federal contract, grant, loan or cooperative agreement.

50. BUY AMERICA DESIGN REQUIREMENTS: The Consultant shall design the project to ensure that the plans and specifications produced by the Consultant under this Agreement permit compliance with Section 165 of the Surface Transportation Assistance Act of 1982 (P.L. 97-424). All iron, steel and manufactured products specified by the Consultant shall be of domestic manufacture or origin,

except as otherwise approved by NJ TRANSIT. Whenever the Consultant lists a product by make, manufacturer or model number in the specifications, the Consultant shall first ensure that the product is of domestic manufacture or origin. Should the Consultant find it necessary to specify iron, steel, or manufactured products which are not produced in the United States in sufficient and reasonably available quantities, then the Consultant shall submit a written justification to the Contracting Officer describing in detail the product, its estimated cost, the rationale for its use in the project and the basis for the Consultant's belief that the product is of limited domestic availability. NJ TRANSIT, in its sole discretion, will determine whether to seek a waiver of the Buy America requirements from the U.S. Secretary of Transportation. Should NJ TRANSIT determine that there is insufficient basis for seeking a waiver or if a waiver request is denied by USDOT, the Consultant shall redesign the project to conform with Buy America requirements at no additional cost to NJ TRANSIT.

51. **FLY AMERICA REQUIREMENTS:** The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

52. **SEISMIC SAFETY:** The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

53. SETTING OFF TAX ARREARS AGAINST SUMS OWED: Whenever a taxpayer under contract with the State of New Jersey is indebted for any State Tax in accordance with N.J.S.A. 54:49-19, the State of New Jersey shall seek to set off the indebtedness as follows:

Whenever any taxpayer under contract to provide goods or services to the State of New Jersey or its agencies or instrumentalities, and including the legislative and judicial branches of State government, is entitled to payment for the goods or services or on that construction project and at the same time the taxpayer is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as may be necessary to satisfy the indebtedness. The Director, in consultation with the Director of the Division of Budget and Accounting in the Department of the Treasury, shall establish procedures and methods to effect a set-off. The Director shall give notice of the set-off to the taxpayer, the provider of goods or services or the contractor or subcontractor of construction projects and provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-18, but no request for conference, protest, or subsequent appeal to the Tax Court from any protest under this Article shall stay the collection of the indebtedness. No payment shall be made to the taxpayer, the provider of goods or services or the contractor or subcontractor of construction projects pending resolution of the indebtedness. Interest that may be payable by the State pursuant to N.J.S.A. 52:32-32 et seq. to the taxpayer, the provider of goods and services or the contractor or subcontractor of construction projects shall be stayed.

54. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN: Pursuant to N.J.S.A. 52:32-55 et seq., any person or entity that submits a proposal or otherwise proposes to enter into or renew a contract must complete the certification to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Consultants must review this list prior to completing the Disclosure of Investment Activities In Iran Certification. If NJ TRANSIT finds a person or entity to be in violation of law, NJ TRANSIT shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

**below, are incorporated into this Contract:**

**EXHIBIT A (SCOPE OF SERVICES)**

**EXHIBIT B (COST INFORMATION)**

**EXHIBIT C TRAVEL AND BUSINESS REIMBURSEMENT GUIDELINES**

**EXHIBIT D STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS FOR  
PROFESSIONAL SERVICE CONTRACTS**

**EXHIBIT E DBE REQUIREMENTS FOR RACE CONSCIOUS FEDERAL PROCUREMENT ACTIVITIES**

**EXHIBIT F CONSULTANT CERTIFICATIONS AND FORMS**

**EXHIBIT G ADDENDA**

**EXHIBIT H INSURANCE CERTIFICATE**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the \_\_\_\_\_  
day of \_\_\_\_\_ to be effective as of the day and year first above written.

WITNESS:

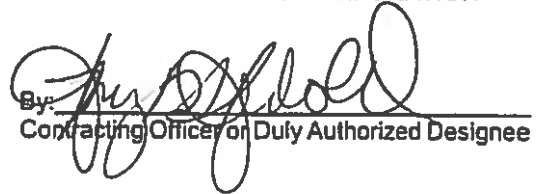
By: \_\_\_\_\_  
Title



NEW JERSEY TRANSIT CORPORATION

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

Contracting Officer or Duly Authorized Designee



WITNESS:

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


Title

  
PROJECT MANAGER

CONSULTANT

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

Title

AYOKUNLE KAFI   
VICE PRESIDENT.

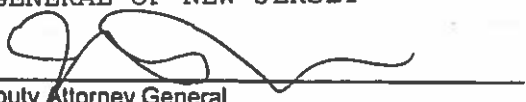
The aforementioned Agreement has been reviewed and approved as to form only.

CHRISTOPHER S. PORRINO  
ATTORNEY GENERAL OF NEW JERSEY

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

Deputy Attorney General

Jessica Goldstein



**NJ TRANSIT AGREEMENT No. 16-001**

**DESIGN, ENGINEERING, CONSTRUCTION ASSISTANCE AND OTHER  
TECHNICAL SERVICES FOR THE NJ TRANSITGRID**

**EXHIBIT A – SCOPE OF SERVICES**



# **NJ TRANSIT Contract No.16-001**

## **Design, Engineering, Construction Assistance and Other Technical Services for the NJ TRANSITGRID Distributed Generation (DG), Phase I**

### **Conformed Scope of Work**

## **Task 1 - Project Management and Administration**

The Consultant's Project Management shall be of a proactive form that anticipates problems and delays as best as possible and addresses them before they reach a critical level. The Consultant shall keep NJ TRANSIT informed in a timely fashion with regard to both technical progress and financial status of the project.

Additionally, the Consultant shall maintain a continuous and timely dialogue and flow of information between the Consultant and NJ TRANSIT. Coordination and assistance with Amtrak, utilities and other related jurisdictional agency reviews is required subject to NJ TRANSIT's direction.

### **Deliverable:**

Project staffing that demonstrates the Consultant's team consists of an experienced, integrated team with the specific combination of technical and management expertise across all required disciplines necessary to meet all Contract requirements.

## **Subtask 1.1 - Project Management Plan**

The Consultant shall prepare a comprehensive Project Management Plan (PMP) for the NJ TRANSITGRID Project, fully addressing the means, methodologies, procedures and resources to be applied by both NJ TRANSIT and the Consultant in achieving Project Management objectives. The PMP shall work in conjunction with the Quality Management Plan as described later in this Scope of Work. Upon approval by all parties, the PMP will be distributed to project team members, so that all personnel are integrated directly into the program organization and fully understand the project scope of work, the anticipated schedule, associated budgets, and how the project will be implemented.

The PMP shall include appropriate charts and narrative to describe the organization, relationships, responsibilities, and procedures to be implemented to manage all aspects of the Project. At a minimum, the PMP shall address the following:

### **ORGANIZATION AND STAFFING**

- Project Organization – Phases 1 & 2
- Key Roles/Responsibilities
- Organization Chart
- Key Contacts and Interfaces with NJ TRANSIT
- Personnel Directory
- Environmental Coordination with BEM

### **PROJECT SET-UP**

- Scope of Work
- Contract Terms and Conditions
- Deliverables
- Schedule
- Work Plan
- Project Technology Plan
- Quality Management Plan
- HASP
- Invoicing

- Quality Assurance Plan

#### **MANAGEMENT & PROJECT CONTROLS**

- Functional and Technical Control
- Cost Control
- Schedule Control
- Configuration Management
- Document Management
- Baseline Management
- Change Management
- Cost Management
- Critical Path Method (CPM) Project Schedule
- Records Retention and Disposition
- Interface and Integration Management

#### **RISK MANAGEMENT**

- Scope
- Risk Identification
- Risk Evaluation
- Risk Control

#### **ENGINEERING PROGRAM**

- Requirements and Standards
- Design Supervision
- Design Coordination – Internal & External
- Design Review Process
- Value Engineering
- Peer Reviews
- Constructability Reviews
- Cybersecurity

#### **STAKEHOLDER & COMMUNITY OUTREACH**

- Permitting, Approvals and Regulatory Stage Gates
- Roles of Stakeholders and Responsibility Matrix
- Interagency Coordination
- Community Outreach/Coordination Plan
- Pennsylvania, New Jersey Maryland Interconnection LLC(PJM) Application Process Plan
- Third Party Coordination / Third Party Agreements management

#### **COMMUNICATIONS PROTOCOL**

- Personnel Directory
- Document Distribution and Management
- External Communications Procedures

#### **PROJECT CONSTRUCTION**

- Construction Inspection and Observation
- HASAP
- Document Reviews
- Project Controls
- Field Procedures
- Record Drawings

- System Coordination and Testing
- Project Close-Out

#### **ADDITIONAL**

- Procurement/Contract Packaging
- Right-Of-Way and Real Estate Acquisition
- Market Revenue Opportunities

#### **Deliverables**

- Draft PMP – Four weeks from NTP
- Interim PMP – Two weeks after receiving comments from NJ TRANSIT
- Final Draft PMP – Two weeks after receipt of comments from FTA
- Updates to the PMP – made annually, as changes dictates, or as directed by NJTRANSIT

### **Subtask 1.2 - Project Control**

The Consultant, after discussion with NJ TRANSIT, shall establish a formal Critical Path Method (CPM) project schedule utilizing at a minimum of Primavera 6 for the accomplishment of all tasks in this Scope of work. CPM updates shall be provided to NJ TRANSIT on a monthly basis or upon request. In addition, the Consultant shall establish a system of monthly progress and cost control reports attached to monthly invoices.

All Subconsultants employed shall be required to render invoices for the same general time periods that are utilized by the prime Consultant.

Major deliverables under this task will include development of a WBS consistent with NJ TRANSIT standards, developing a draft baseline schedule and a final baseline schedule to be provided two weeks after receiving NJ TRANSIT's comments, providing monthly progress and status reports, and assisting in the preparation of monthly reports.

The progress schedule will compare the budgeted and expended man-hours and labor cost to the actual man-hours and labor cost, and report the actual percent complete. Invoiced billing totals are compared to the costs/budgets to ensure the project is within budget. Milestones, decisions made, issues and action items shall be highlighted.

The Consultant shall develop concise cost reports to monitor and communicate performance on a weekly basis using proven systems for cost tracking, forecasting, variance analysis, subcontractor management, and project reporting. The Consultant shall alert NJ TRANSIT to potential risks on projects and help to prepare risk avoidance strategies.

### **Subtask 1.2.1- Final Scoping/Preliminary Engineering (PE) Schedule**

The Consultant shall develop and maintain a detailed project schedule, representing a practical plan to complete the Contract scope of work, and to meet the overall schedule objective of achieving Bid Ready status by NTP + twelve (12) months. Additionally the Consultant shall prepare a projected construction schedule(s) for the work required to complete the NJ TRANSIT GRID Project and have it fully operational.

The Phase I Schedule shall be detailed and correlate with the work plan described

in the PMP and organized based on the tasks and major elements of the Project. The Phase I schedule shall identify all activities and milestones associated with the Preliminary Engineering scope of work.

The Consultant shall use Project Primavera 6.0, or NJ TRANSIT approved equal. The format of the schedule shall include bar chart plots and shall show columns for:

- Activity ID
- Activity Description
- Original Duration
- Early Start, Late Start, Early Finish and Late Finish
- Total Floats

Schedule activities will include:

- NJ TRANSIT designated milestones
- Commercial and regulatory milestones
- Licenses, agreements, and coordination with municipalities, other agencies, and community groups
- Interim and final contractual milestones with constraint dates
- All phases of design development activities
- Design submittals
- Submittal review by NJ TRANSIT
- Submittal review by outside agencies, including Amtrak
- Interface coordination and dependencies with proceeding, concurrent, and follow-on contracts
- Non-contractual milestones (without constraint dates) to highlight the end of a phase
- Acceptance of the project, including completion of unfinished items prior to completion of any milestones
- Work to be performed by third party agencies and/or Consultants
- Permitting activities and the processes involved in obtaining each permit
- Final EIS acceptance and related environmental approval

Timescale shall be shown in calendar days.

The Progress Schedule shall include all information current as of the status date. The Progress Schedule submittal to NJ TRANSIT shall be accompanied by a Schedule Status Report.

The WBS codes shall be presented in organizational-chart format for approval prior to developing the Contract Schedule. The Consultant shall code the Baseline Schedule using no more than 8 alpha-numeric characters for the Activity ID, and shall utilize the approved WBS.

The Consultant shall submit the draft Baseline Schedule *without status* within three (3) weeks of NTP. The Baseline Schedule shall be accompanied by a narrative outlining the assumptions made, formatting approach, definitions of terminology to be used in monthly reporting, estimates of original durations, calendar types used, explanation of resources and the production rates, relevant drawings or charts.

The Consultant shall make all corrections to the draft Baseline Schedule requested by NJ TRANSIT and resubmit within two (2) weeks of receiving comments.

The Baseline Schedule shall show the sequence and interdependence of activities required for complete performance of the Project beginning with the date of the NTP, and concluding with the date of acceptance of the Project and shall list specifically:

- Interim milestone completion dates required by the Contract shall be characterized.
- Phasing of all design activities as specified shall be prominently identified.
- Particular attention shall be given to design submittals.
- Submittal and review of design submittals and other deliverables shall include review time for designated reviewers.
- Submittals to, and reviews by outside agencies and shall allow sufficient time for review.
- Interface coordination and dependencies with proceeding, concurrent, and follow on contracts shall be developed.
- NJ TRANSIT designated milestones shall be developed.
- NJ TRANSIT, Amtrak, Third Party Commercial and Regulatory milestones, as required to achieve approval into Final Design shall be developed.
- Acceptance of the Project, including completion of unfinished items prior to completion of any Contract milestones shall be noted.
- Work to be performed by other Consultants and agencies that affect the schedule and shall allow reasonable time for completion shall be noted.
- Acquisition of permits, Final Categorical Exclusion acceptance and related environmental approval, licenses, agreements, and coordination with, municipalities, other agencies and community groups shall be noted.

In addition to routine reporting, the Consultant shall create and maintain an intra-project, password protected web-site through which NJ TRANSIT and the Consultant can communicate and share data, drawings and reports rapidly and efficiently.

**Deliverables:**

- WBS codes – prior to developing the Contract Schedule for approval
- Baseline schedule – draft within three (3) weeks of NTP and within final two weeks of receiving NJ TRANSIT comments
- Monthly progress schedule and schedule status report
- Recovery plan and schedule – as required
- As-Built Schedule – by the end of the project

**Subtask 1.2.2 - Records Management Control System**

The Consultant shall develop and maintain a cloud-based system, Oracle Primavera Unifier, to identify and manage correspondence, business documents, and current revision of instructions, procedures, drawings, specifications, reports, and analyses in compliance with Subtask 1.5 – Configuration Management.

The system at a minimum shall provide the following definition and components:

- TRANSIT's work flow and business practices;
- b. An electronic interface ("desktop") that requires nominal user training and provides quick response time for document creation, storage, and retrieval;
  - c. A highly secure system that can assign different access clearances for staff and project stakeholders;
  - d. A system that is fully compatible with and utilizes the same assumptions as the NJ TRANSIT ECMS document control system.

The system must manage manual and electronic documents including:

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

The system must provide the following features:

- Central clearinghouse for all project documents
- Categorization of inbound traffic
- Marking of each document with (at a minimum):
  1. Originating date
  2. Received date
  3. From organization
  4. To organization
  5. Subject
  6. Unique sequence number
- Scanning and indexing
- Posting of scanned documents for retrieval
- Email notification to document recipients
- Maintenance of the document database
- On-site printing capability for all document sizes and formats
- Filing of original hardcopy
- Transmitting of original hardcopy to offsite records warehouse (If needed for compliance with NJDARM requirements)

The system shall also provide a fully-integrated Electronic Content Management (ECM) system, including the following components:

- Digital Mailroom (DM) - or future project field office
- Scan, index and distribute
- Electronic Document Management System (EDMS) - web-based
- Electronic Document posting & notification
- Document collaboration capabilities
- Email management including forced classifications
- Check-in and check-out protocols
- Revision control
- Audit trail
- Security (document by user/group)
- Watermarking for printed copies
- Administrator reports

- Workflow
- Records Management (RM)
- Retention schedules
- Notification of destruction

NJ TRANSIT is using an in-house Enterprise Content Management System (ECMS), using Open Text Live Link as the platform. Upon request by NJ TRANSIT, the Consultant shall provide personnel at a designated NJ TRANSIT Office to assist NJ TRANSIT in data entry as well as downloading and uploading of documents into the NJ TRANSIT ECMS. The schedule for data uploads to the NJ TRANSIT ECMS shall be determined subsequent to Contract award. However, such uploads shall occur at a minimum on a monthly basis.

Oracle Primavera Unifier will be the intra-project, password protected website through which NJ TRANSIT and the Consultant team can communicate and share data, drawings, and reports rapidly and efficiently. This will help the Consultant to inform NJ TRANSIT of issues and resolve the rapidly keep the project on track.

The software will meet program requirements as it accommodates document, cost, schedule, portfolio, facilities, and real estate portfolio management, and provides an easily accessible dashboard.

The system will manage manual and electronic documents, such as:

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

It will have the following features:

- A central clearinghouse for all project documents
- Categorization of inbound traffic
- Marking of each document with (at a minimum): Originating date, Received date, From organization, To organization, Subject, and unique sequence number
- Scanning and indexing
- Posting of scanned documents for retrieval
- Email notification to document recipients
- Maintenance of the document database
- On-site printing capability for all document sizes and formats
- Filing of original hardcopy
- Transmitting of original hardcopy to off-site records warehouse (if needed for compliance with NJDARM requirements)

The system will also provide a fully integrated electronic content management (ECM) system, including the following components.

- Digital mailroom (DM) or future project field office
- Scan, index, and distribute
- Electronic document management system (EDMS), web- based
- Electronic document posting and notification



- Document collaboration capabilities
- Email management including forced classifications
- Check-in and check-out protocols
- Revision control
- Audit trail
- Security (document by user/group)
- Watermarking for printed copies
- Administrator reports
- Workflow
- Records management (RM)
- Retention schedules
- Notification of destruction

**Deliverables:**

- Records Document Management System
- Identification of appropriate support staff subject to NJ TRANSIT approval

**Subtask 1.2.3 - Monthly Progress Reporting**

The progress report will include and/or reference the PMP and feature the following information:

- A brief narrative of work completed during the reporting period and as planned for the next reporting period
- Details of any delays will be specifically highlighted together with details of the Team's actions/ proposals for corrective action and schedule recovery, if required
- Areas of concern and proposed resolution (if applicable)
- Items that require resolution or input from NJ TRANSIT (if applicable)
- A comparative progress S curve and histogram at the overall project level
- Percent of work completed
- Status of minority business participation goals
- An update to the contract deliverables list showing status of deliverables
- Identification of budgeted tasks that have actual costs in excess of 80% of budget

**Deliverables:**

Monthly Progress Report  
Monthly Quality Certificate

**Subtask 1.3 - Quality Control**

This Quality program is a vital element in delivering a project that fulfills NJ TRANSIT's goals and requirements. The Consultant shall provide Quality Management, Quality Assurance, and Quality Control services as part of this task. Major deliverables include the Quality Management Plan (QMP), the Quality Management System, and the Design Control Plan.

The most significant risk to be mitigated during this task is receiving external comments back in a timely manner to produce the plans and develop them through to approval within the allotted schedule. The Consultant quality procedures apply to all of the Consultant employees, Subconsultants, and activities including project management, planning, design, construction, construction management, accounting, project controls, administration, and marketing. By following the Consultant procedures, the Consultant shall deliver the following results:

- Production of quality documents and projects

- Establishing an environment where there is continuous striving for improvement
- Installing quality from the start rather than restoring it later
- Encouraging communication
- Improving understanding of NJ TRANSIT requirements
- Build teamwork and cooperation in solving problems

**Deliverables:**

- Quality Management Plan
- Design Control Plan
- Internal Quality Management Review reports
- Audit Reports
- Report of Completion of Corrective Actions

**Subtask 1.3.1 - Quality Management Plan (QMP)**

The Consultant shall develop a documented Project Quality Management Plan (QMP) specific to the requirements of this project, which will outline the Consultant quality management processes. Successful execution of the QMP requires collaborative development of processes that are tailored to the scope. This approach provides the project team with a full understanding of the processes, roles and responsibilities related to quality, which results in deliverables of the highest quality.

The purpose of the quality program is to effectively and economically assure technical quality in the design of the Project, thus reducing the potential for:

- Adverse schedule and cost impacts.
- A poor quality design.
- Poor quality products.
- Interface and integration problems among various design elements of the and overall interface with elements of the NJ TRANSIT SANDY Resiliency Program and Amtrak NEC/Gateway Program.
- Personal and public safety problems

The following quality system elements comprise the Quality Management Plan:

- Project Management Quality Responsibilities
- Quality Reporting Requirements
- Design Quality Management System
- Construction Phase Services Quality Management
- Quality Records
- Quality Control Processes and Checking Procedure
- Audits- Internal System Audits as well as "Gatekeeper" Deliverable Audits
- Non-Conformances
- Corrective Action Requests
- Performance Improvement Notices (PINS)
- Client Surveys
- Training

The QMP shall document how the Consultant shall execute the project to assure that:

- The Consultant's design process translates NJ TRANSIT's needs and requirements into an acceptable design.
- The Project is properly completed and furnished to NJ TRANSIT on time.

Immediately following the NTP, the Project Manager will convene a meeting to define how to implement the quality system. The Project Manager, Deputy Project Manager, Quality Task Leader and Quality Manager, and representatives from all Subconsultants will attend. At the meeting, the various components that make up the QMP, including design control, document control, personnel responsible for quality, and audit process will be defined and documented in the plan. The Consultant shall emphasize the design control procedures, and will require that all Subconsultants follow the QMP and the Consultant Project Procedures and have their work checked by the Consultant.

Documents controlling and/or monitoring the quality process will be discussed and agreed upon between NJ TRANSIT and the Consultant Project Managers. Lead engineers will identify persons who will check/back-check the drawings, calculations, reports, etc.

A quality schedule, identifying dates when the Consultant quality controls are carried out, will also be agreed upon. These dates will fall within approved project milestones.

**Deliverables:**

Project Quality Management Plan (QMP)

A Quality Schedule

**Subtask 1.3.2 - Quality Management Plan Requirements**

The purpose of this plan is to set forth a procedure that will provide a quality product conforming to NJ TRANSIT and FTA requirements. To achieve this end, every effort will be taken to do the work right the first time, and a systematic procedure of checking and reviewing will be followed before the product is submitted to NJ TRANSIT. The check and review procedures are applied at various and distinct stages of the development process. The procedure used, and when it is applied within the design process, depends on the product or service provided.

Gatekeeper Audit is a documented review performed by the Quality Manager on the complete submittal package when the coordinated QC efforts have been completed for a milestone submission to NJ TRANSIT. The submittal must pass the audit or it will not be submitted.

The Gatekeeper Audit is implemented to eliminate and mitigate errors and omission for all deliverables. The process involves reviewing the QC documents, Intra-discipline review log, Decisions Log, and your comments, and then listing any findings and sending back to the responsible part to have corrective actions taken. All findings must be corrected, and then verified by the Gatekeeper in writing prior to the release for submittal.

The QMP shall be prepared in general accordance with the established guidelines of the FTA, which essentially follow article 4.0 of the ISO 9001:2000 and ISO 10013

**Deliverables:**

Project Quality Management Plan (QMP)

**Subtask 1.3.3 - ISO 9001**

The Consultant shall abide by current ISO Standards applicable to the project. The

## Requirements

Consultant execution of this task is driven by NTP of the contract and developing QMP and a Quality Management System to exceed the ISO Standards.

The quality standards applicable to the Project under the Contract include the following:

- ISO 9001:2000: Quality Systems - Model for Quality Assurance in Design, Development, Production, Installation and Servicing.
- ISO 10013:2000: Guidelines for Developing Quality Manuals
- ISO 8402: 2000: Quality Management and Quality Assurance – Vocabulary

The most significant risk to be mitigated during this task is verifying that superseded standards are carefully reviewed and implemented with the most current ISO Standards for each.

### Deliverables:

Satisfaction of ISO requirements;

- ISO 9001:2000: Quality Systems - Model for Quality Assurance in Design, Development, Production, Installation and Servicing.
- ISO 10013:2000: Guidelines for Developing Quality Manuals
- ISO 8402: 2000: Quality Management and Quality Assurance – Vocabulary

## Subtask 1.3.4 - Quality Manager and Other Resources

The QA/QC manager has the authority and responsibility to stop the project if and when a significant non-conformance has been identified during a quality audit. He will be responsible for conducting Internal Audits in compliance with the Consultant procedures and will submit the audit reports, findings, and corrective actions to NJ TRANSIT on a quarterly basis. All non-conformance findings will be reviewed by the Consultant's QA/QC staff and the individuals responsible for the non-conformance. A non-conformance report will also be sent to the Project Executive and the Project Manager.

Specifically, the QA/QC Manager is responsible for making sure these procedures are followed, and shall:

- Audit the implemented Quality Control Processes and Quality Assurance for the project
- Has the authority to stop the project
- Has direct access to and by the NJ TRANSIT Quality Director
- Submit a monthly certification to NJ TRANSIT verifying all deliverables have been processed with procedures outlined in the QMP; and that Quality Controls for checking have been completed by the Consultant and team Subconsultants
- Provide a bi-monthly quality report outlining progress and issues related to quality for the project
- Initiate action to prevent the occurrence of nonconformity by performing reviews at various stages of the project
- Identify and record any quality issues
- Verify the implementation of solutions
- Control further work or delivery of items until the deficiency or unsatisfactory condition has been corrected
- Perform quarterly audits and report them to the PM, Deputy PM and the Quality Control Task Leader, Project Executive and NJ TRANSIT
- Track non-conformances through to completion of corrective actions and

report to NJ TRANSIT

- Assign "Gatekeeper" Audits of design deliverable prior to each milestone submission

**Deliverable:**

NJ TRANSIT approval of a Project Consultant Quality Manager

**Subtask 1.3.5 - Design Control**

The key actions required under this subtask include matching the plan to the project scope, obtaining management inputs to the plans and processes, receiving approvals of the plan, and rolling out the plan's processes to the project team and Subconsultants for full understanding. The documents generated for a project could be either internal or external. The documents will be readily retrievable and available for NJ TRANSIT review.

Immediately following the NTP, the PM will convene a meeting to define how to implement the quality system and to provide inputs into the Design Control Plan. The PM, Deputy Project Manager, Quality Control Task Leader, Quality Manager, and Subconsultants will attend. NJ TRANSIT will attend the meeting as well. At the meeting, the various components that make up the Design Control Plan (DCP) will be refined and documented in the Plan.

The Consultant shall characterize the design control procedures and review processes. Constructability, Peer Review, and Value Engineering inputs and guidelines will also be included in the DCP.

Documents controlling and/or monitoring the quality process will be discussed and agreed upon. Lead engineers will identify persons who will check/back-check the drawings, calculations, reports, etc. A quality Design Review Schedule, identifying dates when the Consultant quality controls are carried out, will also be agreed upon between NJ TRANSIT and the Consultant's Project Managers. These dates will fall within the contractually approved project milestones and incorporate into the project schedule. The Consultant shall also use a "decisions log" to document, track, and verify all approved design inputs and changes are incorporated into the drawings, specifications, estimates, reports, and any additional milestone submittal products.

The PM will maintain the log; and only inputs or changes approved by NJ TRANSIT and the Consultant are incorporated. Revision controls are maintained by providing the documents revision status.

The internal documents and their control include:

**Drawings, Calculations, and Specifications:** The documents that will be retained in the Consultant's offices until the end of construction are only the documents that have been checked, back-checked, and rechecked.

**Standards, Codes, and References:** The books and manuals, such as ASTM, AASHTO, Building Codes, etc., that were used for a particular project, will be maintained in the central library. These books/manuals will be retained through the construction phase.

Changes, revisions, addendums, etc. to these documents will be so noted and retained alongside the original documents.

Documents that are in draft are marked as draft and given a sequential letter assignment, (i.e. Draft A for the initial draft followed by Draft B, etc.) for subsequent updates to the document.

Once a document is officially issued, it is given a numerical revision number starting at Revision 0. Revision 1 follows and is sequential if changes are made to the document.

Documents that are superseded are identified through revision control and are immediately removed from circulation and stored as archived documents assuring the latest revision is made available and retrievable. When jobs are completed and the documents are archived, they will bear the unique job number, thus retrieval of project documents from archives is quick and accurate.

#### **CORRECTIVE ACTION**

The QC process details how non-conformities are detected, investigated, and corrected. If the corrective action is local and minor in nature, it will be handled at an individual stage. If the investigative process discovers a non-conformity, which affects the work products of other disciplines (for example, CADD layering in survey work), a meeting will be convened for all involved parties to determine a corrective course of action. The non-conformity is documented, addressed, and a corrective action developed. The Quality Manager will verify that the corrective action plan is implemented. In certain instances, the Quality Manager may stop the project until corrective actions have been completed and verified. Non-conformances are logged and tracked by the Quality Manager. The QM will assign the corrective actions, verify actions are taken and report to NJ TRANSIT.

#### **Deliverable:**

A Design Control Plan (DCP), establishing design control procedures that shall be integrated and consistent with Project requirements.

#### **Subtask 1.3.6 - Control of Quality Records**

Files will be kept for seven years following completion of construction. Subconsultants will also maintain their quality records, in a manner similar to that carried out by the Consultant.

An Auditor from the Consultant shall visit the Subconsultants' offices to verify if the quality documents generated by them have been identified and maintained to specified requirements.

A document control plan will be created and established to define the management and control of documents as they move through the document life cycle from creation to final storage or destruction. Upon arriving on site, they will review applicable NJ TRANSIT procedures, records retention policies, and regulatory requirements, and establish defined policies and procedures, inclusive of document file naming conventions, filing structures, and document distribution matrices to ensure all documents are managed and controlled. Once the document control system is established, training will commence for the Team, and through the life of the program audits will be conducted to verify documents are stored in accordance with policy and procedures.

The quality records that will be filed and stored are scanned or hard copy

documents that have undergone the Consultant's QC procedures described above. In order for the documents to be accepted for filing, they must contain the proper stamp and signatures of the checkers/originators. Prior to accepting the quality records for filing, the PM will verify each stage of the QC procedure has been carried out.

**Deliverable:**

Document Control Plan will be created and established to define the management and control of documents

**Subtask 1.3.7 - Internal Quality Audits**

The requirements of this project are for an audit to be performed quarterly. The QMP will detail the audits and audit schedule, which will include the single Initial audit and then Progress Audits to be performed quarterly.

The progress audit reviews adherence to the QMP procedures and also includes reviews of the project's QC and deliverables for verification of adherence to the processes.

The preliminary audit is a review of the project set-up and establishment of the procedures.

All audit reports will be reviewed or performed by the Quality Manager and reported to the NJ TRANSIT PM/Director of Quality as directed.

All audit reports will be filed in the projects Quality Records.

**Deliverables:**

Quality Management Plan

Design Control Plan

Internal Quality Management Review reports

Audit Reports

Report of Completion of Corrective Actions

**Subtask 1.4 -Peer Review of Design**

The Consultant shall execute Peer Review by working with NJ TRANSIT to set the expectations, scope, and deliverables of the Peer Review. The Consultant shall also develop a complete background package for the Peer Review Team consisting of the basis of design, economic analysis report of the chosen technology, summary of key regulatory and environmental compliance requirements, and the drawings. The package will also include the PMP, and the plans for quality, design control, risk mitigation, and integration management.

Peer Review will include checks for congruence with overall project objectives and committed approach, technical review of the design for compliance with applicable standards and good engineering practice, design efficiency, cost estimate check, constructability, operability and with coordination and integration reviews between the engineering disciplines. Safety in design, construction, and operability will be evaluated as well.

Additionally the Peer Review shall review the integration of the different systems and disciplines to ensure that this aspect of the Project has been adequately addressed. The Peer Review shall also include a constructability review and analysis of construction cost estimates and proposed follow-on contract

packaging suggestions prepared by the Consultant.

Peer Review Team personnel shall be approved by NJ TRANSIT and shall include selected NJ TRANSIT personnel. Information and data to be presented during the Peer Review shall not be made available to any member of the Peer Review Team prior to the review.

At the conclusion of the review period, the Peer Review Team will prepare a written report and identify recommendations as high risk, medium risk, and low risk. At the completion of the study and receipt of the findings, the Consultant shall schedule a one-day work session with NJ TRANSIT to review the findings and determine appropriate responses.

The Peer Review discussion and results shall be documented in a report within 7 days of the completion of the Peer Review.

**Deliverables:**

**Peer Review Reports**

**Subtask 1.5 -Configuration Management**

Major deliverables under this task will include the development a Configuration Management Plan consistent with NJ TRANSIT standards and the Contract .The Consultant shall prepare and submit to NJ TRANSIT for its approval, a Configuration Management Plan (CMP) which is in accordance with the requirements of ISO 10000. The CMP shall utilize a proven, auditable electronic based configuration management system to its design of the Project. Configuration management of drawings, specifications, documents, reports and analyses is the responsibility of the Consultant.

The basic purpose of configuration management is to obtain a definition for, then control, refinements and changes to the project baselines. Configuration Management basic functions include record keeping, coordination and dissemination of information.

The way in which changes to the project baseline are adopted is the primary function during four major phases, which include Configuration Controls, Interface Management, Design Review, and Document Control. By requiring the entire team to work under the Configuration Management Plan, all will have unlimited access to project documents as well as a more efficient document control system.

In accordance with NJ TRANSIT requirements, the Consultant shall establish an electronic system for the configuration management of drawings, specifications, and documents that establish the baseline of the project. This type of technical coordination is achieved by establishing a baseline description of the system and controlling changes to this baseline as the design progresses.

The purpose of the configuration management program is:

- Describe the project in terms of the documentation required to produce it, including plans, designs and procedures.
- Identify the agencies with authority over the program, their organizations, and their interrelationships involved in the production and review of designs.



- Identify the organizational entities to be directly involved in the program including a configuration management staff and a change control authority.
- Establish criteria for determining what project documents are subject to control and who receives controlled copies.
- Set forth the goals and processes of basic configuration management procedures including base lining, design reviews, and change control.

The Consultant shall develop and maintain a Contract Documents Log created in an electronic data base format acceptable to NJ TRANSIT for NJ TRANSIT's review and approval. The Log shall list all design drawings, specifications, design calculations, analyses, reports and other documents to be prepared by the Consultant. Only one (1) version of a document may be effective at any one time.

The Log shall function to keep a history of each document created by the Consultant and its evolutionary status. The Log shall form an integrated part of the Records Management System.

At the end of the Project, the Consultant Team will provide NJ TRANSIT a complete configuration management history in electronic format, fully documenting all required project information, including the final revision status of all design elements that will allow for the progress of the project design to proceed into full project delivery.

**Deliverables:**

Configuration Management Plan – draft and final  
Contract Document Log

**Subtask 1.6 - Project Meetings**

The Consultant shall organize and facilitate progress meetings at least monthly, and almost assuredly more frequently, with a group of stakeholders vetted through NJ TRANSIT.

The Consultant shall initially coordinate with NJ TRANSIT to schedule a project kick-off meeting within 10 calendar days of NTP. The purpose of the meeting is to review the Consultant team's scope and schedule, key milestones, procedures, submittals, and assignments. This meeting, chaired by NJ TRANSIT, will include representatives of NJ TRANSIT and representatives of the Consultant team and major Subconsultants.

The agenda of the kick-off meeting will include:

- Project organization and key personnel, including Subconsultants
- The Project Management Plan (PMP)
- Schedule, WBS, critical paths, and milestones
- Design Management Plan
- Interface and Integration Management Plan
- Configuration Management Plan
- Quality Management Plan, including quality documents and records to be generated
- Procedures for processing design decisions and approvals
- Procedure for processing applications for payment
- Project mobilization issues

#### **NJ TRANSIT**

- NJ TRANSIT Organization, Key Personnel and Locations
- NJ TRANSIT Lines of Authority, Relationships, and Management
- Confidentiality Agreements/Requirements

#### **Consultant Team**

- Team Organization and Areas of Responsibility
- Reporting Structures
- Subconsultants

#### **PROJECT OBJECTIVES**

- NJ TRANSIT Business Objectives and Key Drivers
- Known Project Objectives/NJ TRANSIT Expectations (Subsequently Documented in the Client Expectations Survey discussed in Section 1.3)
- Changes that have occurred since submission of the proposal, negotiation of the contract, or during the preceding phase of the project
- Business and Contractual Requirements (e.g., Invoicing, Relocation, Travel)
- Project Scope
- Project Scope of Work, Major Subdivisions, including any scope issues to be resolved
- Technologies, including Identification of any New/Unproven Technologies

The Consultant shall conduct monthly progress meetings with NJ TRANSIT on a regularly established date, convenient for all parties involved (or more frequently if deemed necessary by NJ TRANSIT). Progress meetings shall be held in addition to other specific meetings held for other purposes. The meeting shall address technical and administrative issues of concern, determine courses of action, develop appropriate deadlines for resolution of issues, and assign individuals responsible for resolution of those issues. The Consultant and NJ TRANSIT shall determine who, in addition to themselves, shall attend the meetings. Additional attendees may include other parties as deemed appropriate for the success of the Project.

Status meetings shall be held prior to the submittal of the Consultant's Application for Payment. The purpose of the meetings is to determine that the status of activities as stated in the Consultant's Monthly Progress Report and Progress Schedule. This meeting shall be attended by NJ TRANSIT and the Consultant. NJ TRANSIT disposition on the matter shall be documented. The Consultant shall prepare meeting minutes.

Separate systems interface and integration meetings will occur after the conclusion of the progress meeting. Project coordination and progress meetings will evaluate the weekly status of project drivers, overall coordination, progress, scope, budget and schedule. The intent is to facilitate communications within the project, identify potential problems before they occur, and prevent them.

Suggested agenda items include:

- Safety Moment
- Health, Safety, and Environmental Review
- Design Progress, Change, and Review
- Construction Progress/Status
- Schedule
- Budget

- Review QA/QC Issues
- Design Changes, Change Notices, and Change Orders Critical Submittals
- Action Items
- Review of the previous monthly meeting minutes
- Status of action items or identified issues
- Status and adherence to project schedule
- RFIs or approvals
- Invoices, payments, and other related issues

The Project Manager will chair the Project Coordination Meeting and will assign responsibility for actions arising from the meeting. Resulting action will be immediate and not dependent on the issue of meeting minutes. The following team members are anticipated to attend on a full-time or as-required basis.

- Deputy Project Manager/Project Engineers
- Project Controls Manager
- Cost Engineer
- Planner/Scheduler
- Discipline Lead Personnel
- Materials Manager
- Expediter
- Construction Representative
- Estimator

The meeting recorder will issue minutes within five days following the meeting.

**Deliverables:**

Kickoff Meeting Minutes

Interface and Integration Management Meeting Minutes

Progress Meeting Minutes

**Subtask 1.7 - Payment Procedures**

As part of the monthly project reporting task, the Project Manager will include a summary of work in-progress and completed to demonstrate progress in support of Project invoiced effort. The Consultant shall collect and report upon the progress reported by Project Subconsultants as well.

The Consultant shall bill monthly and be eligible to receive payment upon successfully achieving verifiable progress and compliance with the requirements of this provision and any other applicable provisions of the Contract.

Applications for payment at a minimum will contain:

- The Consultant name and address.
- The remittance address or bank to which payment is to be made
- The Contract name or title, Contract number, and Purchase Order number
- An actual invoice for the amount identified above plus any other amounts due the Consultant under any other provision of the Contract signed by the PM
- Certification that the amount requested is due and payable under the Contract and has not been previously invoiced or paid
- Certified payroll reports
- Supporting documentation for all expenses incurred
- DBE participation reports

**Deliverables:**

Applications of Payment  
Final Invoice

**TASK 2 - Engineering**

As the system design is developed, the first milestone will be to advance the design to 10% completion. The actual level for each element will be coordinated with the NEPA, Permitting and Regulatory Compliance engineering data requirements as well as Risk Assessment, and Contract.

The Consultant shall package tasks to produce the best value for NJ TRANSIT to move the project forward to completion, and will be a function of equipment submittal details, air permit data, PJM interconnection, etc.

The Consultant shall advise NJ TRANSIT as to which DG technology can be considered for a particular location, accounting for facility-specific factors such as load magnitude, and variation, operational constraints space availability, structural integrity, and thermal load availability. PV, possibly coupled with energy storage, may be considered for small loads, such as ferry, light-rail, and maintenance facilities.

A construction-staging plan will describe potential methods and sequence of construction to complete the project while maintaining candidate facility operations where applicable.

Preliminary Design drawings, specifications, schedules, and associated documents will be prepared consistent with the applicable New Jersey and National Standards and will include at least the following information:

1. Cover Sheet
2. Index of Drawings
3. Site Drawings
4. Plant Plans, Profiles, and Cross Sections
5. Plans, Elevations, Sections, and Other Details Pertinent to the Feature of Design.
6. Design Analyses (Basis of Design Document) will be prepared and separately bound and labeled to permit review of:
  - Structural Analyses
  - Mechanical Analysis with Line Diagrams
  - Electrical Analysis with Line Diagrams and Load Protection
  - Special Features (e.g. Automated Systems, Corrosion Prevention, etc.)
  - Site Security (as applicable)
  - Project Utilities such as Telephone, Communications, Lighting, etc.
  - An estimate of total connected loads, power factors, demand factors, diversity factors, load profiles where required, resulting demands to serve either the complete project or
  - The various portions involved will be provided
  - The basis for selection for primary and secondary distribution voltages and of overhead or underground construction
  - Computations
7. Technical Specifications
8. Statement of Estimated Construction Costs and Schedule will be provided. The format of the Cost Estimate reports will be consistent with NJ TRANSIT's

Superstorm Sandy Recovery and Resilience Program requirements.

The Consultant shall use this information to develop cost analyses to determine the efficacy of applied resiliency technologies, also accounting for reconstruction and modification costs of existing structures and infrastructure as necessary.

In addition, the Consultant shall perform analysis of critical operations to be maintained during islanded operations including but not limited to evaluation of facility power demands, in turn, selection of appropriate power generation technology.

Required design elements shall also include methods for satisfaction of project environmental, regulatory compliance requirements, staging options and cost implications to Project Design and Construction.

#### **CYBERSECURITY**

The Consultant Team will employ the industry's best practices and meet the North American Electric Reliability Corporation Critical Infrastructure Protection (NERC-CIP) standards to make sure that the all parts of the industrial control system are safe from cyber-attacks.

New Jersey's transportation infrastructure must be protected against cyber-attacks from both external and internal threats. The Consultant Team will develop the design criteria to employ a defense in depth strategy that applies multiple countermeasures in a layered manner to defend against cyber-attacks.

The design will include:

1. Physical Security
2. Policy and Procedures to reduce Cyber Security risks
3. Virtual Private Networks to segment the system
4. Firewalls between network segments
5. A demilitarized zones between systems
6. Secure architectures in each network segment
7. Account Management
8. Role-Based Access Control
9. Patch Management
10. Virus Scanners

A second critical component to cybersecurity is detection of attempted attacks. The Consultant's design will employ detection in depth calling for alarms, logs, and detection methods to identify the following:

1. Unusual data transfer patterns
2. Unexpected protocols being used
3. Out-of-time Data Traffic
4. Communications to unknown or unexpected MAC or IP Addresses
5. Logs to Monitor Activity
6. Firewalls configured to Identify any Traffic that is not part of the expected traffic across zones
7. Detection of unknown devices.

Cyber threats are continually changing. For this reason, the Consultant's design will call for a security life cycle to make sure that the industrial control system's

cyber security countermeasures are maintained.

Testing for countermeasures will be defined at regular intervals to determine if the target security level is being achieved. If necessary, the countermeasures will be modified during the maintenance of the system. An industrial control system network designed with the above criteria will make sure that the NJ TRANSITGRID will meet the present standards for defense against cyber-attacks now and in the future.

**Deliverables:**

- Drawing formats for approval;
- Technical Memoranda documenting additional engineering studies as required (15 copies);
- Review Set, plan and profile drawings for the, sections at appropriate scales;
- Final Set, plan, profile and section drawings as above (15 copies CADD files on CD-Disc);
- Review set, 11" x 17" and 8½" x 11" drawing reductions as above (15 copies originals plus CADD files on Disc).
- 10% Plans & Specifications
- 50% complete interim 20% Plans & Specs review package
- 100% complete final 20 % Plans and Specs review package.

**Subtask 2.1 - Verification  
of Concept Design Criteria**

The objective of this subtask is to ensure accuracy and update information and engineering/ design data developed during previous NJ TRANSIT efforts to develop the project Design Criteria. The Design Criteria will be used to develop the 10% design documents. This activity is a prerequisite to initiating further engineering on the Project and will inform key design decisions going forward. This phase represents the highest risk component to NJ TRANSIT given that a bad selection or load to generation match at this phase will result in a system that is either not functional or less than optimized financially.

A life cycle cost analysis will serve as the basis of the recommendations as the appropriate path forward.

The Consultant shall work with NJ TRANSIT to ensure the accuracy and to update the engineering/design data developed in previous efforts to develop the design criteria or 10 percent design documents. This is a prerequisite to initiating further engineering. We will prepare the design criteria for NJ TRANSIT's review and approval; once the design criteria are approved, we will use proceed with design.

Pivotal Design Criteria considerations include but are not limited to;

- A thorough analysis of power usage, projected and temporal, with regard to peak and non-peak loading. Similarly, ramping of power demand shall also require characterization. Project/System Power demand characterization from a generation and distribution perspective relative to operation of each facility must also be analyzed.
- In all cases, DG type and configuration accounting for physical footprint and general layout requirements shall also be determined.

The design criteria document establishes the general and discipline-specific requirements to accomplish the design. It also provides a definitive project

description and outlines specific information required by each discipline.

As part of this evaluation, the Consultant shall characterize a cost-benefit analysis of each technology for power generation accounting for maximum operational efficiencies in the grid connected mode and islanded modes, related emission characteristics, along with the use of heat recovery steam generators as practicable.

Finally, the Consultant shall verify the peak load assumptions and critical operation loads of each facility, i.e. the selected DG technology(s) and resultant power generation capacity is optimal to achieve stated emergency operational power demands and advise NJ TRANSIT accordingly.

This review shall apply to both the Grid Connected as well as Islanded modes of operation.

Facility DG configurations must be designed to be black-start capable as necessary. A life cycle cost analysis shall be presented in support of the Consultant's conclusions.

The results of this study will be provided to NJ TRANSIT in report form for review and approval. As noted above, this effort is a pre-requisite before commencing Preliminary Engineering, and will serve as the basis for equipment bidding and selection, permitting, PJM interconnection, etc.

**Deliverables:**

Design Criteria Manual with the following sections:

- A design basis document that itemizes the technical parameters and operating criteria for all systems
- Supporting documents, including but not limited to, key plans, single line diagrams, P&IDs, control architecture, communication network topology, major equipment list and their associated calculations
- Distributed generation resource technology analysis, including cost comparison and associated efficiency and physical requirements
- 10% Design Documents
- Gas Fired Technology Analysis Report for NJ TRANSITGRID

**Subtask 2.2 – Engineering and Design**

The design will developed to the 10% level then to the Preliminary Design level (approximately 20%) to reflect the requirements for bidding. The design will include site construction plans for each site showing all elements to be constructed showing applicable natural gas supply and connection, electrical power distribution/transmission and interconnection, water, sewer, communications, parking, roads, traffic signalization, and rail signalization modifications as well as catenary energizing as applicable. In addition, the electrical plans will include location of cable and conduit runs and lighting as applicable. Note, that for the 20% level design, these will be shown as performance requirements

The Consultant shall work with NJ TRANSIT's staff to identify the best available PV strategy and storage options for the proposed sites. TRANSIT navigate the many Photo Voltaic (PV)technology options available, such as:

- Thin film modules versus crystalline modules
- Tracking versus fixed mounted arrays
- Roof-mounted options
- Car canopy structures outfitted with PV solar
- Optimum storage options: batteries, flywheels, compressed air
- Inverter and interconnection issues
- Integration of PV with other DG options being considered such as Combined Heat & Power (CHP), fuel cells, EV charging and other technologies

Towards the deployment of a CHP solution, the Consultant shall assist NJ TRANSIT in the selection of systems that maximize the reliability and resiliency of the facilities while maintaining the required financial metric. In these solutions, electric generation capacity will be selected such that both the electric demand and the thermal utilization demand can be maintained at high levels and so that fuel to energy efficiency over an annual cycle remains at a high level (e.g., 65 percent efficiency or greater).

Further, the Consultant team will assist NJ TRANSIT to select and implement fuel-cell-based DER systems to service the selected rail stations, bus garages, headquarters building, and ferry terminals. NJ TRANSIT may consider the following fuel-cell technologies for both power-only and CHP applications, for up to 7 MW generation capacities per facility:

- Molten Carbonate Fuel Cells (MCFC)
- Polymer Electrolyte Membrane Fuel Cells (PEMFC)
- Solid Oxide Fuel Cells (SOFC).

**Deliverable:**

Report detailing and summarizing the analyses and selection of appropriate technologies for corresponding NJ TRANSIT facilities

**Subtask 2.2.1 – Evaluation and Design Application of Fuel Cell Technology**

The Consultant shall evaluate the relative merits of fuel-cell technology and recommend the most appropriate technology for each candidate facility, including:

- Number of fuel-cell systems
- Nominal generation capacities
- Nominal generation efficiencies
- Thermal loads to be served, if any
- Preliminary siting options

The Consultant recommendations will consider:

- Fuel-cell-technology development status, including:
  1. Sales
  2. Installation
  3. Service infrastructure
- Demonstrated service life, maintenance requirements, reliability, and availability
- Cost ranges
- Policy factors such as the availability of net metering, utility incentives, and interconnection requirements



- Benefits of minimizing the number of fuel-cell technologies deployed

**Deliverables:**

Evaluation and Recommendation Report, Draft and Final (10 sets each)

**Subtask 2.2.2 - Evaluation and Design Application of Photovoltaic (PV) Technology**

The Consultant shall conduct a detailed initial screening process to rank the NJ TRANSIT sites as detailed in their proposal.

The Consultant shall develop preliminary solar layouts and production modeling based on the site analysis and rankings completed as detailed in their proposal.

The Consultant shall conduct a field verification and assessment of each site's ranking that will be reviewed in consideration of issues such as shade, roof membrane integrity, land and roof slopes, environmental issues, obstructions, right-of-way, and any risks associated with installing a PV or storage system.

The Consultant shall assist NJ TRANSIT in the selection of one or more optimal PV distributed generation types.

NJ TRANSIT envisions the PV systems will be designed as grid-connected systems during normal operation with the ability to continue operating in Island mode when the utility grid is unavailable through the use of dynamic or battery-based inverter(s).

The Consultant team will develop preliminary conceptual designs for the top PV sites as ranked in the screening process. The designs will include conceptual layouts, electric interconnect concepts, preliminary one-line diagrams, performance data, recommended solar modules, inverters, and other major PV system components. Preliminary drawings and specifications will include sufficient information for contractors to develop initial pricing for the PV/storage installations. The Consultant shall work with NJ TRANSIT to develop a complete design or a bid package and evaluation procedure for the procurement method NJ TRANSIT selects, including for design-build procurement.

The Consultant shall complete economic analyses for the scenarios that NJ TRANSIT considers moving forward on.

The Consultant shall work with NJ TRANSIT to complete a comprehensive economic analyses considering the available incentives and financing tools available for the solar and storage projects.

**Deliverables:**

Evaluation and Recommendation Report, Draft and Final (10 sets each)

**Subtask 2.2.3 - Evaluation and Design Application of Combined Heat and Power (CHP) and Procurement of Electric Vehicles**

1. Establish a reliable energy baseline. Through a detailed utility data review and on-site verification of equipment/ system and operating data, we will develop an energy baseline. This includes energy information the facility needs for successful energy management.
2. Establish an energy end-use allocation. Based on data collected prior to and during the on-site visit, we will establish an energy end-use allocation by major system. The systems typically include, but are not limited to, heating,

cooling, lighting, fans, pumps and domestic hot water system. Energy end-use allocation provides the facility staff with information about how much energy is used and where and to track savings realized from energy savings projects. End-use allocation is a key component of effective energy management.

3. Identify energy savings opportunities. It is important to identify energy conservation measures (ECM) while developing the DER solution. Depending on the size of the potential energy savings, the capacity of the distributed generation might be influenced. If there are feasible ECMs that can permanently reduce the peak demand will be taken into consideration when sizing a DER system. The facility will have a list of ECMs with an estimated energy savings, implementation cost and economic analysis of each.
4. Review and identify areas for improvement in O&M. Based on ASHRAE energy audit guidelines, the energy audit can include a review of the O&M practices. There is almost always considerable room for improvement in O&M, leading to energy savings and/or operating cost savings.

The Consultant shall re-evaluate the range of electric vehicles (EVs) including 27 EV golf carts, 62 electric powered fork/scissor lifts, and 27 "standard" EVs distributed across sedans, pick-up trucks, cargo trucks, and specialty vehicles and the plan to provide EV Charging Stations with "bi-directional" charging, at the Meadowlands Maintenance Center.

**Deliverables:**

- On completion of the energy audit, the Consultant shall prepare an energy audit report addressing the evaluation and making recommendations. The report will address relevant sections of the ASHRAE energy audit guidelines. Supporting information such as analysis, measured data, cut sheets and sketches will also be included in the report as appropriate.
- Evaluation and Recommendation Report, Draft and Final

**Subtask 2.2.4 – Facility  
Structural Modifications  
Supporting DG**

The Consultant shall perform an analysis for structural support options that will examine settlement and stability characteristics of proposed foundations for DG equipment, as well as a conceptual-level comparison of construction costs. The analysis will take into account the regulatory compliance implications for presented options. The Consultant shall support NJ TRANSIT with regulatory compliance and permitting.

The Consultant shall review existing documents, geotechnical reports, surveys and drawings and will plan and identify test pit and boring locations to assess geological conditions, foundation requirements, water table locations, and utilities runs.

The design will include assessment based on the NJ TRANSIT Resiliency Program Design Criteria Document as well the new Executive Order 13690, which includes additional guidance on Resiliency Design including:

- Freeboard value approach, based on 100 year + 2 feet freeboard or 3 feet for critical
- actions/facilities
- 500 year elevation approach
- Climate informed science approach

The structural design will account for loads required by modifications to the facility or for the equipment foundations, including:

- Live loads: building modifications will be designed and constructed to support all live and dead loads without exceeding the allowable stresses of the selected materials in the structural members and connections. If reinforcing and strengthening of existing members is required the Consultant's structural engineer will advise NJ TRANSIT of any requirement pertaining to reinforcement of existing structural members.
- Wind loads: modified structures will be designed to resist the horizontal wind pressure on all surfaces exposed to the wind and in accordance with ASCE 7 and other applicable code or standards.
- Seismic loads: the modified structures will be designed to resist seismic loading in accordance with the zone in which the building is located and in accordance with ASCE 7 and any applicable code or standards.
- Equipment loads: equipment loads as furnished by the manufacturers will be taken into account in the structural design. All equipment dead loads, impact loads, short circuit forces for generators, and other special loads prescribed by the equipment function or requirements will be included.
- Foundation design: foundations will safely support all structures, considering type of foundation and allowable bearing pressures. The foundation design will be based on the soil conditions and on the report of the geotechnical engineer and its recommendations. The Consultant's structural and geotechnical team will work together to achieve a cost-effective solution.

The Consultant shall coordinate safety requirements mandated by NJ TRANSIT.

The Consultant shall submit a design schedule to NJ TRANSIT for review and approval. Once the best option is agreed upon, NJ TRANSIT can direct the Consultant to advance the conceptual design to the 20 percent (preliminary) design level.

**Deliverables:**

Design Plans and Specifications of the new DG Facility modifications and additions and associated electric power distribution requirements as detailed above.

### **Subtask 2.2.5 - Power Management Design**

The proposed design for the NJ TRANSITGRID DG micro grid system includes a robust cybersecurity architecture that includes recommended best practices in both industry and government Industrial Control System (ICS) and Smart Grid environments. Further, the design references a proven, cyber secure architecture deployed in DOD critical facilities. There is no other entity more attacked than the DOD. The Consultant references IPERC's Navy Fleet Cyber Command-approved microgrid control system for the NJ TRANSITGRID-DG cyber secure controls. The security controls implemented are from a baseline that incorporates current and pending standards and guidelines, including NERC Critical Infrastructure Protection (CIP) version 5, National Institute of Standards and Technology (NIST) Interagency Report (IR) 7628, NIST 800 series and the Department of Homeland Security (DHS) Catalog of Control Systems Security.

The design team will identify cyber security roles and responsibilities for a NJ TRANSITGRID-DG Cybersecurity Team, consisting of, at minimum, IT Staff, a control engineer, controls operator, network, physical and system security experts, and management. The design will also include recommended security

measures, policies and procedures, based on the Consultant team controls and cyber security engineering expertise, the specific micro grid design, and sensing sessions with NJ TRANSITGRID-DG operators and administrators. System security plans, configuration guides and procedures will address security throughout the lifecycle, including design, procurement, installation, maintenance, and decommissioning. Training plans and materials will be designed, including a training system for simulated operator exercises.

The design will ensure encryption of IP-based micro grid control data in transit, including any remote connections and utility interfaces. Configuration files and other sensitive data at rest (data storage) will also be encrypted. Passwords will be hashed (encrypted) and credentials for the micro grid control system will be separate and unique from any other system or network. Role Based Access Control (RBAC) will be configured so that the principles of least privilege and separation of duties are employed. RBAC also facilitates tight management of user accounts and groups to ensure timely changes when user privileges and/or need to know change. Two-factor authentication (i.e., something you have, a token, and something you know, a password) will also be part of the design.

Redundancy techniques will be designed and employed for critical components. Redundancy will be built in for critical measurements, such as breaker positions.

Should a controller be lost for any reason, the system will be able to remain in micro grid mode. Where necessary, secure, redundant network paths will be designed to ensure micro grid communications remain viable for critical components. Optimal media for the backup network paths will consider secure communications, as well as power supply. Uninterruptible power supplies (UPS) will be specified for control system components, including spares.

The control system software and cyber security measures will be designed with the guiding principle of "do no harm" and the prevention of cascading events that could be catastrophic. Should the control system not be available, controlled components will revert to original, non-micro grid functionality. Each controller will be capable of running any and all functions associated with the control system. All controllers will detect the loss of any controller and collectively nominate another controller to run the software.

Control system devices and network/communications media will be secured in access-controlled rooms and facilities and/or fencing. Locked racks with access logs and key management provide another layer of physical protection. The distributed controllers will be housed in locked enclosures with tamper alerts.

Distributed controller operating system logs, as well as control application, and network device logs are collected by a log aggregation server internal to the control network. This log aggregation server provides a redundant copy of control system logs and a secure interface to Rail Operations Center monitoring systems. IAW designed Security Policies (RBAC, secure passwords, separation of duties) access to the control system will be managed effectively. A holistic, security information and event management (SIEM) approach will be used to provide real-time analysis of security alerts generated by control network hardware and applications.

Change control/management policies and procedures will be built in to the design

for both installation and ongoing operation activities. This will provide a structure for change management including a formal change request process, a security and operational impact assessment, testing, implementation, validation and versioning procedures, management / committee approval / disapproval procedures and documentation policies.

A test environment (i.e., set of virtual machines and micro grid simulation software) will be included in the design for testing of security patches prior to production deployment. This will assure safe and expeditious deploying of tested security patches.

This design will include the selection of robust, defense in depth, security controls, down to the micro grid end device level. Security mitigations are designed to prevent, deter and detect unauthorized activities within and in/out of the control system network.

The Consultant shall investigate a data diode communications structure (such as optical transmitter/receiver) that allows for data to be communicated to other SCADA systems located in the operations center. The diode will have the ability to push data to the SCADA system, but not receive instructions or information back to the micro grid. This arrangement would allow for continuous monitoring using existing assets, but eliminates the risk of cyberattack or remote control.

A jump box will be inserted between the NJ TRANSIT Corporate network and the micro grid control network. The jump box will be capable of physical separation of the network.

The micro grid GUI will specify that four major aspects of a GUI be executed. They will consist of Navigation, Message Display (Alerts and Warnings), Main Schematic and System Status and Controls.

The main screen will be specified to have two viewing options "Schematic" and "Details." This will allow the user to see both a visual schematic of the system or a detailed listing of information.

The main page will incorporate interactive schematics of the high and medium voltage distribution systems and key portions of the switchgear. These graphics will have real-time data labels indicating power flows and key operating conditions of the salient pieces of equipment.

The GUI pages will include a side bar that shows a summary of the operating conditions (System Status and Controls) of the micro grid, such as whether it is powered by PSE&G and the current state of the generators.

**Deliverables:**

- 10% and 20% Preliminary Design of Micro grid Control System, Draft and Final
- Design Analysis (per site)
- Site Specific Analysis and Evaluation reports
- Development of Preliminary Micro grid Drawings & Schematic (per site)

**Subtask 2.2.6 - Civil,**

The Consultant shall perform an analysis of the structural support options

## **Structural, Geotechnical & Hydraulic**

including settlement and stability characteristics of the proposed foundations for DG equipment, as well as a conceptual-level comparison of construction costs. The analysis will take into account the regulatory compliance implications for presented options. The Consultant shall assist NJ TRANSIT in meeting regulatory and permitting requirements.

The Consultant shall review the documents and reports of any geotechnical investigations, surveys and drawings and will plan and identify test pit and boring locations to assess geological conditions, foundation requirements, water table location, and existing subsurface utilities.

Structural design will account for all of the loads required by the modifications to facilities or for equipment foundations, including:

- Live loads: Any impact to live loads due to the building modifications will be designed and constructed to support live and dead loads without exceeding the allowable stresses of the selected materials in the structural members and connections. If reinforcing and strengthening of existing members is required the structural engineer will inform NJ TRANSIT.
- Wind loads: The modified structures will be designed to resist the horizontal wind pressure available for the site on all surfaces exposed to the wind and in accordance with ASCE 7 and any other applicable code or standards.
- Seismic loads: The modified structures will be designed to resist seismic loading in accordance with the zone in which the building is located and in accordance with ASCE 7 and any applicable code or standards.
- Equipment loads: Equipment loads as furnished by the various manufacturers of the equipment will be taken into account by the structural design. Equipment dead loads, impact loads, short circuit forces for generators, and other pertinent special loads prescribed by the equipment function or requirements will be included.
- Foundation design: Foundations will be designed to safely support all structures, considering type of foundation and allowable bearing pressures. The foundation design will be based on the soil conditions and on the report of the geotechnical engineer and its recommendations.
- The Consultant structural and geotechnical team will work together to achieve the most cost-effective solution.

Structural design recommendations include the provision for support of piping, trays and conduits. The structural design will also provide design solutions for equipment to support and anchor it to its foundations. The structural designer will work with NJ TRANSIT to avoid vibration mounts or "floating floor" foundations where equipment or foundation inertia blocks are separated from the main building floor by springs or pre-compressed. Where these conditions cannot be avoided, written justification will be included in the design analysis supporting such a necessity. The Consultant structural design team will meet safety requirements mandated by NJ TRANSIT.

The Consultant shall provide a hydraulic analysis for the project, including delineation of drainage patterns, location of drainage features, drainage requirements in flood plains and wetland areas. Findings will be documented in a drainage report. The hydraulic design will have two components: 1) collection and disposal of runoff at generation stations, supporting facilities, and isolated facilities; 2) protection of facilities from the Design Basis Threat (DBT) tidal

flooding (and fluvial flooding at higher elevations).

To make sure equipment and installations are functional during the DBT, we will design the site layout to avoid inundation during storm surges up to a FEMA 100-year flood elevation plus 2.5 ft. flooding event, or 19.5 ft. above mean sea level (Sandia Report).

The Consultant shall make sure that all plans and drawings comply with project permit conditions and associated regulatory compliance requirements. The Consultant plans will include Soil Erosion and Sediment Control (SESC) Plans.

**Deliverables:**

- Civil, Structural, Geotechnical & Hydraulic Report
- 10 percent plans and specifications in conformance with project general plan and specification requirements as well as General Notes as detailed in Task 2 of the RFP
- 20 percent plans and specifications in conformance with project general plan and specification requirements as well as General Notes as detailed in Task 2 of the RFP

**Subtask 2.2.7 - Subsurface Investigations**

The Consultant geotechnical effort will include the collection and review of pre-existing geotechnical test boring and any laboratory data available from facilities designated for energy resilience improvements. Additional borings and laboratory testing may be needed as a part of future design efforts.

The Consultant team will prepare boring plans, including railroad flagging requirements where necessary, subject to NJ TRANSIT and Amtrak approvals, for a soil engineer's use to take borings and provide diagrammatic sketches for foundation explorations and test pits for subsurface, DG related facility modifications and design, associated distribution infrastructure, natural gas supply connections, and service road design data.

If they are required, the Consultant shall prepare Site Specific Work Plans (SSWP) for NJ TRANSIT's and Amtrak's review and approval. The report will include a proposed schedule which will allow work to continue without impact to daily rail passenger service as applicable.

An outline of the Geotechnical Investigation and a Soil Borings Plan will be submitted to NJ TRANSIT for approval prior to the initiation of the detailed investigation. The Consultant team will arrange for the services of an archeological sub consultant acceptable to NJ TRANSIT to provide field support during this phase and in concert with the findings of any previously developed Section 1(A) Report of Archeological Resources and Effects. In the event that such a report is not available, the Consultant shall develop required Federal and State compliance documentation. The archeological sub Consultant shall inspect the test boring samples to determine the existence of archeologically significant artifacts and will submit documentation in compliance with requirements of the New Jersey State Historic Preservation Office and in compliance with Federal Section 106 guidelines.

The geotechnical team will stake out boring locations prior to initiation of field activities and will notify NJ TRANSIT when the task is complete to facilitate NJ

TRANSIT's review. The team will not rely on historic or archived soils data to formulate the documentation. Key tasks include, but are not limited to:

- Foundation borings and field and laboratory soil tests
- Coordinating and inspect any boring operations and test pit excavations
- Analyzing all data obtained by borings and laboratory tests and preparing a soils report

**Deliverables:**

- Geotechnical Investigation Plan and Boring Program
- Boring plan and profiles
- Geotechnical Report with boring logs and analysis for each geologically discrete project element
- Section 1(A) Report of Archeological Resources and Effects, as necessary

**Subtask 2.2.8 –  
Topographical Survey  
Reference NJDOT Survey  
Standards**

The Consultant shall conduct a topographic survey of the proposed Project footprint at scales of 1" = 40' horizontal and 1" = 2' vertical. The base sheets shall show the project coordinate grid system, datum references, all existing surface features and the existing utilities as verified by NJ TRANSIT and through field observation. The Facility location (footprint), including related site appurtenances, utility and drainage work, shall be shown on reproductions of the base sheets for the 100% PE design level.

The Consultant shall coordinate the development of aerial topographic mapping for the project. The team will identify the project limits and obtain new aerial photography, with cost and vendor information provided to NJ TRANSIT for approval. The Consultant shall identify ground survey control locations and survey for horizontal and vertical position (coordinates and elevations) in the project data. Following the completion of the ground control, our production of aerial topographic mapping will begin. Once the aerial mapping is complete, it will be edited for identification of the surface features.

The Consultant team will perform a supplemental ground survey to address other project needs, such as surface and subsurface utility locations, bridge clearances, rail profiles, soil boring and utility test pit/probe locations, and other tasks. Conventional ground survey data will be incorporated into the project's topographic base map.

The surveys shall include, but not be limited to:

- Horizontal datum (NAD 83) control in the New Jersey and Pennsylvania Plane Coordinate System.
- Contours at 1' intervals and key spot elevations to accuracy of 1/10 of a foot.
- Existing above and below utilities, from NJ TRANSIT, Amtrak and Utility records.
- Site topography including buildings, structures, drainage channels and any other features.
- Conditions of soils and pavement, including evidence of hazardous waste with the support of a qualified Environmental Inspector as provided by NJ TRANSIT under a separate contract. Conditions of soils shall be determined through borings or test pits.
- Property lines, easement lines, railroad and street rights-of-way and any property encumbrances on or adjacent to the site.



**Deliverables:**

Topographical Survey;

Topographic Survey (Supplement to NJ TRANSIT's baseline mapping as necessary).

**Subtask 2.2.9 – Utility Engineering**

The Consultant shall identify all existing and proposed utilities within and immediately adjacent to the site. We will contact each utility to determine if they have facilities within the project area and, if so, request the companies' as-built plans so existing facilities can be added to the base mapping. The utility drawings will include all facilities such as duct banks, vaults, manholes, telephone poles, utility poles, hydrants, and other relevant structures or facilities that may be potentially impacted by the project. Where agreed upon by NJ TRANSIT.

The Consultant shall perform Subsurface Utility Engineering (SUE) to determine the location of underground utilities. The Consultant shall prepare a SUE Plan, comprising Test Pit Plans identifying where test pits are needed, a description of what equipment and methods will be used, method of repair to existing properties, and a plan for coordinating with municipal and state requirements during the investigations.

Based on the design plans, the Consultant shall identify the locations of possible utility impacts or conflicts resulting from the project and if possible, modify the design to avoid impacts. Where impacts are unavoidable, the Consultant shall work closely with the affected utilities to develop a plan for relocation. The Consultant shall develop relocation schemes and utility cost estimates for all temporary and permanent work. The format of the Cost Estimate Reports will be consistent with NJ TRANSIT's Superstorm Sandy Recovery and Resilience Program requirements.

The Consultant shall prepare a construction staging plan, including methods and sequence of construction. The plans enable construction activities to proceed without interruption to passenger rail service while providing a safe zone for workers, NJ TRANSIT personnel, passengers and motorists. The plans will define the allowable construction work hours based on discussions with NJ TRANSIT, Amtrak, NJDOT, and the municipalities.

The Consultant shall prepare the traffic control and staging plans in accordance with NJDOT and MUTCD criteria. The construction staging plans will provide the timelines, durations, and methods of construction to make sure that passenger rail service is uninterrupted. Our specifications will be in CSI format, and our Construction Schedule will be prepared in Primavera software.

**Deliverables as detailed in RFP 16-001:**

- Subsurface Utility Engineering Plan
- Existing Utility Drawings
- Proposed Utility Relocation Drawings
- Utility Cost Estimates
- Utility Agreements – drafts and final for reimbursement of engineering cost
- Utility Catalog and Files
- Draft and Final Physical Facilities 20% Construction Plans

**Subtask 2.2.10 - Structures** The Consultant shall evaluate alternate structural systems, elements, and

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components, considering various substructure and superstructure systems to achieve low maintenance, aesthetically pleasing, practical, cost-effective structures. We will develop preliminary designs and plans for structural elements in sufficient detail to evaluate the alternatives.

The Consultant shall develop preliminary plans, including foundation, building and superstructure plans, culverts, retaining walls, and structural modifications to existing facilities. Initial costs, maintenance criteria, constructability, construction staging, operational and environmental constraints, ROW limitation, and impacts on abutting properties and facilities will be considered when we compare structural alternatives.

Recommended structures with supporting documentation will be included in the Draft Preliminary Design/Project Definition Report the Consultant submits to NJ TRANSIT for approval.

The major structural requirements for this Project shall be imposed by the layout and operational schemes of the proposed DG related facility modifications and new or modified alignments for power distribution. Alternate structural systems, elements, and components shall be evaluated considering various substructure and superstructure systems to achieve low maintenance, aesthetic, practical and cost-effective structures.

- The evaluation of candidate structures shall be an iterative process. Constructability, in light of operational and environmental constraints, shall be considered for all alternatives. Maintenance criteria shall be included in the evaluation.
- The structural effort under this task shall include the preliminary design and layout of the new structures and facilities. Additional factors of ROW or NJ TRANSIT property limitations, impact on abutting properties and facilities, constructability, maintenance, and cost shall be considered for structural alternatives.
- Preliminary designs and plans for structural elements required for the Project shall be prepared in sufficient detail to evaluate and assess the alternatives to be considered. Preliminary plans to be developed under this task shall include, but not be limited to:
  - I. Foundation, building and superstructure plans
  - II. Culverts
  - III. Retaining walls
  - IV. Structural modifications to existing facilities

**Deliverables:**

- The results of this work effort along with recommendations for final implementation shall be presented to NJ TRANSIT for approval and selection of the preferred concept. All alternative concept studies and their comparative cost, constructability, performance and maintenance shall be presented. Recommendations shall be fully supported and documented in the Draft Preliminary Design/Project Definition Report.
- Detailed quantities shall be checked, compiled and indexed for future reference. Technical and procurement specifications, required as a result of the design process, shall be identified for future inclusion into the final contract documents.

**Subtask 2.2.11 - Power  
Management  
Communications**

The communications system designed, furnished and installed for the NJ TRANSITGRID DG project will have the capability of transmitting voice, data, and video between the NJ TRANSITGRID assets on the power distribution grid and the following remote locations identified in the Sandia Report and not serviced by the NJ TRANSITGRID (Central Power Plant).

The NJ TRANSITGRID DG communication systems at these remote locations will be integrated and compatible with the existing NJ TRANSIT and Amtrak communications facilities. The following major communications components and respective subsystems will support the NJ TRANSITGRID DG Project:

1. Network Connectivity
  - Fiber Optic Cable Infrastructure (FOCI)
  - DG Gateway Nodes
2. Control and Monitoring
  - Energy Management System (EMS)/System Control And Data Acquisition (SCADA)
3. Safety and Security
  - Fire Alarm System (FAS)
  - Intrusion Detection and Controlled Access System (IDCAS)
  - Closed Circuit Television System (CCTV)
4. Voice Communications
  - Telephone System (TEL)
  - Radio System (RAD)
5. Data Archiving and Storage
  - Master Clock (MC)
  - Digital Data Archiving (DDA)

The Consultant shall design a distributed control architecture for the NJ TRANSITGRID DG in which control elements are distributed throughout the Distributed Generation system in a set hierarchy of controllers connected by communications networks for command and monitoring instead of using a single controller at a central location.

The proposed communications network will connect and provide for the transport of the data between all of the DG locations and the NJ TRANSITGRID assets including:

- DG locations identified in the Sandia Report
- TRANSITGRID Operations Control Center (TGOCC)
- TRANSITGRID Network Control Center (TGNCC)
- NJ TRANSIT Headquarters (HQ), and NJ TRANSIT Rail Operations Center (ROC)
- Amtrak Operations Center (AOC)
- PSE&G, and PJM Commercial grid
- Other locations required and/or identified during design

The DG communications systems will be monitored by the NJ TRANSITGRID Network Management System (NMS) that will allow network supervision and configuration to be managed from the TGNCC

The NJ TRANSITGRID-DG project's critical nature will require the implementation

of a robust cybersecurity architecture derived from industry standard best practices for typical power grid industrial control systems (ICSs), including those found in NERC Critical Infrastructure Protection (CIP) and the National Institute of Standards and Technology (NIST) Interagency Report (IR) 7628 and enhanced to ensure asset operation in emergency situations.

**Deliverables:**

- Performance Specification for Micro grid Communications Backbone - Preliminary design plans, specifications and cost estimates
- Preliminary design of communications infrastructure
- Preliminary design of network topology
- Identification of required network and communications equipment
- Preliminary cyber requirements evaluation
- Preliminary design of communications siting
- Emergency Alarm Stations, Fire Alarm Systems

All deliverables – Draft and Final

**Subtask 2.2.12 – Concept of Operations**

The Consultant shall work with NJ TRANSIT staff to determine and define physical facility, hardware, and software requirements to effectively support integration and interface of the DER with NJ TRANSIT facilities as well as ferry operations when regional commercial grid operations are suspended or as supplement to offset energy purchased from the utility grid.

The Consultant shall develop an operating plan as a detailed description of power assets to be operated on a given network under normal and emergency conditions.

The Concept of Operation (ConOps) will be based on the IEEE 1362 industry standard model for upgrades of existing systems.

The ConOps will address operations in the following conditions:

- When the utility grid is fully available
- When distributed energy assets are working normally and connected to the grid. (Note: it will establish a means of determining the preference for use of utility grid or DER as “normal.” For example, where PV systems and energy storage are deployed together, it may be reasonable to first charge the energy storage system to its capacity and then use the PV system in preference to the Utility Grid even when the Utility Grid is available. The fully charged storage system might then be held as standby for a loss of the utility grid, or it might be used for economic dispatch on a regular basis, or some combination of these.)
  - When the utility grid is not available
  - When DER are deployed and working without the utility grid and with or without the micro grid
  - The ConOps will identify and evaluate factors that may restrict or improve operations including:
    - Existing infrastructure
    - Load profiles

The Consultant shall work with NJ TRANSIT staff and relevant stakeholders to develop an outline for baseline operations of the distributed energy assets. The following information will be considered.

- Existing Infrastructure

- Physical facility locations
- Grid switching protection and control
- Load profiles
- Right sizing generation
- Sources will be arranged to operate at the maximum economy consistent with reliability requirements.
- The energy storage systems will be used to handle sudden increases (and possibly decreases) in electrical demand.
- System separation
- The simplest way to implement the distributed energy approach is to allow a momentary blackout during the transition from utility grid to distributed energy, or vice-versa. Computer systems should already be backed up with UPS. HVAC and normal lighting can usually tolerate a momentary interruption.
- Part of the Consultant's work in developing the concept of operations for the distributed energy systems will be to investigate the tolerance of the various loads to momentary outages, and determine where that is and is not feasible.
- If the distributed energy system is operating in parallel with the utility grid, as photovoltaic + storage would, then the loss of the utility grid should be unnoticeable to the facility users.

**Deliverables:**

- Outline of Baseline Operations Model, including applicable drawings, specifications, graphs and diagrams as necessary in support of the concept operating plan (10 copies).
- Registration analyses and applications as necessary

**Subtask 2.3 - Existing Right-of-Way (ROW)**

The project base mapping will be used for designs by various disciplines. The Consultant team will research, recover, and locate existing ROW/property boundary lines. The project areas and potential project needs will be identified. All relevant record documents including deeds, tax maps, filed maps, and railroad valuation maps will be researched. The property lines will be plotted and brought together to form a deed or property mosaic. Record document citations of physical evidence will be identified for field investigation, recovery, and location. Once the physical boundary evidence is located, it will be incorporated into the topographic survey base map. Then the deed mosaic is superimposed on the physical evidence to relate boundary lines to the topography.

Field surveys will be conducted to locate cited record documentation and/or site features to aid in the finalization of a comprehensive right-of-way plat; all of the above will be compiled to prepare a Record Deed Mosaic of the project limits.

Supplemental ground survey will be performed to address other project needs, such as surface and subsurface utility locations, bridge clearances, environmental features, rail profiles, soil boring and utility test pit/probe locations, permitting, and other appropriate tasks.

These maps/drawings shall be either enlarged or reduced, to bring them to a scale of 1" = 20'. The ROW and property descriptions, similarly to the contours, shall be incorporated onto the plan/profile drawings.

The project base mapping will be used for designs by various disciplines including:

- Investigation and documentation of geological conditions

- Environmental and permitting tasks
- Utility services and relocations
- Drainage structures and water treatment
- Right-of-Way plans

**Deliverable:**

Project base mapping

**Subtask 2.3.1 – Right-of-Way Research and Property Acquisition Preparation**

Early in the project schedule, the proposed standard base sheet for all study drawings will be developed and submitted to NJ TRANSIT for approval.

The Consultant shall perform all necessary surveys, by a surveyor licensed in the State of New Jersey, required for verification of the existing condition, configuration and dimensions of the right-of-way, and for preparation of site plans at 1" = 20' scale.

These surveys shall include but not be limited to:

- All site features, including any and all site improvements.
- Adjacent roadway infrastructure, including bridges, highway lanes, local streets, signals, etc.
- Utilities (electric, gas, water, telephone, fiber optic cable, sanitary sewer and storm sewer).
- Pavement, sidewalks, curbs, landscaping and their condition.
- Site topography at 1 foot contour intervals and key spot elevations.
- Drainage, storm sewers, their sizes, and invert elevations of sewers.
- Definition of property boundaries from tax maps, existing surveys and railroad valuation maps.
- Delineation of right-of-way based on the operational needs of NJ TRANSIT.
- Delineation of the results of the Cultural Resources investigation including any required historic, architectural or locational studies (with a report).
- Traffic and operational flow including but not limited to existing traffic control devices and methods.
- Property encroachments.

The following activities will be undertaken early in the process by the Consultant ROW/real estate team, to integrate effectively with the NEPA and design phase:

- Evaluation of Property Interests and Needs; The Consultant team will identify and describe property needs and interests includes statistical grouping into high- and low-valued properties; describe properties (demographics; use and type); examine permanent property interests for fee-simple acquisition, easements, and temporary easements; and examine the duration of temporary property requirements and need (e.g., location for lay down/ staging; and pedestrian and vehicular traffic mitigation).
- Evaluation of Property Encumbrances; the Consultant shall review titles and chain of titles for occupancies, easements, liens, environmental, legal issues, and other potential constraints. Assessment of Property and Acquisition Risk; the Consultant shall evaluate cost and time exposure related to acquiring real estate property and easements needed to construct, operate, and maintain the Project. This information will be integrated into the Risk Management Plan (RMP) to provide a systematic process for identifying, evaluating, mitigating, managing, and documenting risks Mapping; In accordance with NJ TRANSIT and NJDOT mapping standard, the Consultant

shall conduct general surveys, and prepare general property parcel maps and individual parcel maps with legal descriptions for acquisition map requirements as design progresses.

The Consultant shall prepare the various mapping instruments. These include Entire Tract Maps (ETMs), General Property Parcel Maps (GPPMs), Individual Parcel Maps (IPMs), and parcel descriptions. Under the mapping subtask, GTS will prepare right-of-way plans such as Entire Tract Maps (ETM), General Property Parcel Maps (GPPM), and Individual Parcel Maps with associated legal description for each impacted property.

The Consultant ROW/real estate team will support the permits/approvals process in: a) survey delineation and support mapping for permits, b) wetland delineation survey, c) and other support services requiring survey and property information.

The management of all potential acquisitions, condemnation, and relocation information will be supported by PAECETrak™ – a property acquisition management system tool. PAECETrak™ facilitates tracking for the entire property acquisition process, from initial identification of a preferred alignment and parcel selection through appraisal, negotiation, acquisition, land and property management, and the tracking and disposition of excess property utilization.

**Deliverables:**

- Seven (7) color original signed and sealed copies of Individual Property Parcel Maps (IPPMs) and supporting documentation shall be provided as necessary.
  - General Property Parcel Maps (GPPMs), Individual Property Parcel Maps
- (IPPMs), Temporary and Permanent Easements, Right-Of-Way Survey/Support
- as detailed above and Site
- Inspection/Inventory Reports and Surveys (10 copies).
  - Data input and maintenance of Project PAECETRAK System as noted above
- General Property Parcel Maps (GPPMs) 50% and final Preliminary Assessment Report.

**Task 3 - COST ESTIMATING**

The Consultant shall prepare three cost estimates during the PE phase. The first estimate shall independently validate the cost estimate established during the concept phase. This estimate shall be completed within two months of NTP and shall include a reconciliation report addressing major differences between the two estimates.

The second and final estimates shall be engineer's estimates based on the completed 10% and preliminary design (20%) submittals. The final estimate shall be submitted upon completion of the Final submittal, and shall be an accurate and fully quantified estimate for all elements of the project, and shall be suitable for use to evaluate Construction Bids.

The estimates shall be developed and formatted to comply with the FTA's Standard Cost Category (SCC) methodology. Up-to-Date unit prices shall be used in every version of the estimate.

In the event that NJ TRANSIT determines that the expected Construction cost for any element exceeds or would potentially exceed the available budget, the Consultant shall provide at no additional cost to NJ TRANSIT:

- Alternatives to reduce the estimated construction cost, including substitution of materials or methods of construction, deletion of features, etc.
- Other methods to mitigate the cost increases without minimizing safety or performance.

The requirement that the Consultant's design be cost effective and does not exceed the Project Budget shall be demonstrated using a third party's independent estimate.

The Consultant's cost estimating activities will include:

- Quantifying project elements for pricing
- Developing cost estimates, typically using Timberline software
- Estimating labor, material, process equipment, and construction work items from our database of costs developed from past projects and industry standard production rate schedules, plus labor rates
- Consulting with major process equipment vendors to solicit budget numbers, and review bid tabulations from recently bid and comparable projects to input into the estimate
- Consulting with subcontractors familiar with the type of work being proposed for budget numbers
- Completing the estimate and preparing the Opinions of Probable Construction Cost Report, which includes qualifications, assumptions, contingencies, and allowances

**Deliverables:**

- Independent Initial Cost Estimate
- 10% and 20% Cost Estimates

**TASK 4 – Federal  
Environmental Categorical  
Exclusion (CE)**

The Consultant shall assist NJ TRANSIT and your Consultants in the preparation of the NEPA Categorical Exclusion (CE) and supporting documents by providing the requisite engineering and design details. The design details will verify impacts associated with selected build alternatives, and provide technical justification for the extent, configuration, and basis of the proposed project, including the operational characteristics of the micro grid plan, the function of the improvements, and the effect of the proposal on the rail system including operational efficiency.

The Consultant shall also provide technical justification for the extent, configuration and basis of the proposed project including the operational characteristics of the microgrid plan, the function of the improvements and the effect of proposal on the rail, bus and ferry services including operational efficiency.

The Consultant shall take into consideration FTA's final rules of February 2013 adding new actions that are eligible for categorical exclusions. Such actions include but are not limited to:

- maintenance, rehabilitation and construction of existing facilities



- facilities development
- facility modernization
- actions within existing transportation right of way
- acquisition, installation and operation of new or existing utilities such as utility poles, underground wiring, cables, information systems, power substations and transfer stations.
- actions providing safety, security and accessibility
- emergency recovery actions

**Deliverables:**

- Engineering and design details to verify impacts associated with selected build alternatives.
- Technical justification for the extent, configuration and basis of the proposed project.

**TASK 5 - STATE AND  
FEDERAL PERMITS**

The Consultant shall support NJ TRANSIT and the Third Party Consultant's (BEM) efforts in the development of applications for all permits and approvals that may be required for the project construction and operation. Deliverables related to this effort could include engineering design details, technical studies related to hydrology and or wetlands, wetland delineations and characterizations, and support in the drafting of actual permit applications.

In consultation with NJ TRANSIT, key design elements will be advanced to level to allow for Regulatory review. The goal would be to develop a maximum project footprint or limit of disturbance for the permit applications.

**Phase 1 tasks to be completed include:**

- Support/serve as liaison between Consultant design engineering team and BEM (re: specific deliverables required by BEM for permitting/EIS)
- For each site/project element, develop a list of regulatory requirements/limitations affecting design/siting for each applicable permit and/or project element/site, to facilitate development of designs which avoid regulatory triggers/ jurisdictional areas, minimize impacts, and/or comply with specific design/siting requirements
- Provide internal review of engineering deliverables for conformance with applicable regulatory requirements
- Work with design engineers, NJ TRANSIT and BEM to address and resolve regulatory constraints/issues

**Deliverables:**

- Engineering and design details in support of all NJ TRANSIT Regulatory Compliance Project Permits and Approvals to Preliminary and Final Application as appropriate.
- Preliminary and Final Documentation as appropriate.

**TASK 6 - NJDEP SITE  
REMEDIATION  
COMPLIANCE**

The Consultant shall provide required engineering, design drawings, remediation plans, and other related information and, if requested by NJ TRANSIT, certify deliverables, provide regulatory guidance, and close out sites.

The Consultant shall assist NJ TRANSIT and its third party Consultants to develop

conceptual site models for comprehensive site characterization to comply with the NJDEP Technical Requirements for Site Remediation (N.J.A.C. 7:26E) and the NJDEP's 2012 Linear Construction Technical Guidance (where applicable) or other compliance elements in accordance with NJAC 7:26E, by providing required engineering drawings for the preparation of preliminary engineering remediation plans and related information. Such information shall also be utilized in the production submission and completion of LSRP approved project Soils and Ground Water Management Reports also prepared by third party Consultants.

**Deliverables:**

Engineering and design details in support of all NJ TRANSIT Regulatory Compliance.

**TASK 7 – RISK  
MANAGEMENT**

The Consultant shall provide risk management services. These will include the identification, evaluation, and ranking of risks through a workshop process; the prioritization, mitigation, and tracking of risks in a risk register; and ongoing risk management. Major deliverables under this task will include workshops, workshop findings reports, a regularly updated risk register, and a comprehensive risk management plan.

The Consultant shall develop a preliminary risk register, to be refined at a preliminary workshop with NJ TRANSIT (risks added or removed; potential risk owners and mitigations identified.) The refined draft risk register will become the input for a full, facilitated risk workshop. This workshop is comprised of smaller working groups that are assigned specific risks to review, evaluate, assign ownership, perform qualitative analysis, and develop mitigation strategies.

Following this workshop, the Consultant shall develop a composite risk register and a risk management plan, including the schedule and cost implications of each risk.

The risk management plan forms the basis for the risk register and the individual plans for mitigating each risk.

Each risk will be assigned an owner, and the following information will be developed and tracked:

- Anticipated date for the risk to occur (the earliest possible date)
- Current status of the risk scenario
- Trigger events that indicate the risk is occurring or about to occur
- A specific action plan for mitigating the risk
- A timetable to implement the action plan
- A budget or contingency for implementing the action plan

Residual and secondary risks created by implementing the mitigation are also included in the risk management plan. Mitigations involving early decision-making and the basis for design are reviewed and will be implemented first.

Regular monitoring and reporting on risks is a core responsibility of the Consultant Team. The risk management plan will be a living document that the Consultant routinely uses to manage and report on project risks.

- The risk management process includes the following activities:

- Risk manager develops Risk Management Plan and roll-out strategy in first 60 days
- Training starts for Program/NJTRANSIT staff (knowledge transfer) in 90 days
- First Risk assessment in the first 120 days
- Risk manager performs monthly audits to cover 100% of ongoing projects annually.

**Deliverables:**

- Program Risk and Contingency Management Plan, associated meetings and workshop findings, reports
- Risk Management Workshops
- Risk Registers
- Risk Response Plan
- Risk Management Plan
- Updates of the Risk Register following Project Progress
- Cost and Schedule Contingency Budgets
- Contingency drawdown control curves and ETC forecast
- Project Audits
- Corrective Action Reports
- Monthly Risk Report
- Quantitative Analysis
- Associated meetings and workshop findings reports
- Updates of the Risk Register following Project Progress Meetings

**TASK 8 - SYSTEM SAFETY AND SECURITY MANAGEMENT**

The SSMP will serve to verify and ensure all project facilities and systems planning, design, and construction meet safety and security standards and will be designed and built to the satisfaction of NJ TRANSIT and third party stakeholders.

**Subtask 8.1: SAFETY AND SECURITY MANAGEMENT PLAN**

The Consultant shall assist NJ TRANSIT in the development of a description of the SSMP that identifies the types of analysis to be performed, which entity will perform them (i.e., contractor, committee, in-house personnel, other), and when they will be performed. The Consultant team will assist NJ TRANSIT to develop a description of how project personnel will communicate the results of these analyses to other members of the project team and the process to assure resolution of hazards and vulnerabilities resulting identified in the analysis.

The SSMP will have bearing on all phases of the Project, including the development of the design criteria, construction and installation, hazard identification/resolution/tracking, configuration management and document control, testing and acceptance, start-up planning, the development of operations/maintenance rules and procedures, and training.

Safety, accident prevention, and security breach prevention will be incorporated into the performance of every task. Through a cooperative team effort and the systematic application of safety and security principles, the NJ TRANSITGRID Project will be designed and constructed to operate safely, securely, dependably, and efficiently.

Consequently, the SSMP will be developed in accordance with Chapter IV of FTA

Circular 5800.1, Safety and Security Management Guidance for Major Capital Projects and the FTA Safety and Security Certification Handbook.

The SSMP will consist of 11 Sections and various sub-sections, including:

1. Project Management commitment and philosophy toward safety and security
2. Integration of safety and security into the project development process
3. Assignment of organizational safety and security responsibilities for the project
4. Safety and Security Analysis and hazard and vulnerability management processes
5. Development of safety and security design criteria
6. Process for verifying qualified operations and maintenance personnel
7. Safety and security verification processes (including final safety and security certification) to verify conformance with specified safety and security requirements during design, in equipment and materials procurements, and during testing/inspection and start-up phases
8. Construction safety and security management activities
9. Requirements for 49 CFR Part 659, Rail Fixed Guideway Systems; State Safety
10. Oversight
  - a. FRA coordination
  - b. Department of Homeland Security (DHS) coordination.

**Deliverables:**

Safety and Security Management Plan

**TASK 9 – PUBLIC INVOLVEMENT AND AGENCY COORDINATION**

The Consultant team will support NJ TRANSIT's outreach efforts at the senior team level with those responsible for stakeholder engagement reporting directly to the project manager, while communicating with and operating under the direction of NJ TRANSIT. This structure promotes communication, feedback, and the ability to respond to issues quickly.

The Consultant shall prepare a project-specific public involvement plan and an agency coordination plan. These plans will identify the regulatory requirements for public and agency participation and spell out the means and methods of communicating and coordinating with the stakeholders. The means and methods will address:

- Meeting types, such as public information meetings, focus groups, public hearings, presentations to government representatives, and agency coordination meetings.
- The production and use of print and audio-visual materials, project sheets, project detail graphics, videos, hand-outs, presentations, design packages, social media and web materials, and will establish the approval process for all materials.

This plan will guide activities, establish protocols, templates, and chains of command that will enable consistency and timeliness of the Project message.

The Consultant shall prepare an Agency Coordination Plan (ACP) which will define the process by which NJ TRANSIT will communicate project information to and seek feedback from other local, state and federal agencies and authorities. The ACP will identify the relevant agencies, each agency's role/ regulatory authority

and key agency representatives; the responsibilities of each party; major coordination points and tasks; methods and timing for involving the public; and a proposed schedule. The ACP will be a living document that can be modified throughout the project.

Supporting task efforts may also include but will not be limited to; PowerPoint presentations, brochures, and other graphic materials identifying the purpose and need for the project as well as related to specific design and engineering components of the project; meeting minutes, invitations, advertisements, and other records of communication; and other assorted materials related to the planning for and results of communication efforts.

The Consultant shall document and log all communications as part of the project record. The Consultant shall maintain a database of individuals and groups available for the entire team. The Consultant shall provide assistance to NJ TRANSIT for 10 meetings. All communication will occur with close coordination and the advance permission of NJ TRANSIT.

Under NJ TRANSIT's direction the Consultant shall setup and coordinate meetings with stakeholder agencies, prepare and distribute advance information prior to meetings, and develop agendas, presentation materials and meeting minutes. The Consultant shall develop and maintain a register of key issues and actions necessary to resolve or mediate these issues.

**Deliverable:**

Support of NJ TRANSIT Outreach efforts as described above.

**Subtask 9.1 - Open Houses and Meetings**

The Consultant's plan will include coordinating open houses at the direction of NJ TRANSIT on various points during the design process. The ACP will also address assisting NJ TRANSIT with presentations to governmental representatives and interested parties and will address relevant document production.

Meetings and/or open houses will focus upon;

- Public Involvement related to communicating with the larger public, businesses, organizations, and municipalities for the purpose of informing them and collecting information from them;
- Public Involvement related to communicating with the larger public, businesses, organizations, and municipalities for the purpose of informing them and collecting information from them;
- Third - and finally, agency coordination related to the various negotiations and ongoing permit applications necessary to implement and gain approval for the project.

All meetings will be thoroughly documented and conducted in an open book fashion.

**Deliverable:**

Support of NJ TRANSIT Outreach efforts as described above.

**TASK 10 - INTEGRATION AND INTERFACE**

The Consultant shall implement an interface and integration process with the design process. The Consultant recognizes that design elements must interface properly with existing NJ TRANSIT facilities and infrastructure, the NJ TRANSIT

corporate-wide Sandy Recovery and Resiliency Plan, and with the NEC infrastructure and design elements outside this scope. The Consultant shall coordinate activities with other Consultants and governmental agencies and other entities that may be affected by the project.

The Consultant shall prepare and submit an Integration Management Plan (IMP) to NJ TRANSIT for approval. The IMP will establish a comprehensive, systematic, verifiable, and continuous integration process to achieve NJ TRANSIT's objectives. Our interface and integration effort will at a minimum:

- Follow the Work Breakdown Structure (WBS) and provide the capacity to scale the WBS as needed
- Provide an integration design document that systematically identifies and formally documents all interfaces and establishes a process for addressing each interface
- Identify best methods to confirm interface compatibility and demonstrate this compatibility through tests or methods
- Coordinate civil infrastructure, utility, electrical, and mechanical interfaces, ensuring their compatibility with NEC and other facilities
- Allow NJ TRANSIT to assess the effectiveness of, and audit, the Consultant's integration process

The Consultant shall develop and maintain an Interface Database that lists all physical elements and other interfaces it will encounter on the project. The interface database is an integrated part of the records management system. Data fields and tables in the database will include such items as:

- Interface type, including relevant characteristics
- Purpose of the interface
- Current status of the interface
- Relevant safety standard, if any
- Primary responsibility for defining the interface
- Specific division of responsibility
- Any open issues and/or conflicts

Once NJ TRANSIT has approved IMP, the Consultant shall prepare and submit an Interface Control Document (ICD) that addresses all identified interfaces during design. For preliminary engineering design, we will take into consideration the O&M requirements of the NJ TRANSIT-approved design and work with NJ TRANSIT so that the design criteria do not conflict with the O&M requirements.

**Deliverables:**

- Integration Management Plan – draft and final
- Interface Control Document (ICD)
- Interface Database

**TASK 11 - VALUE  
ENGINEERING**

The Consultant shall participate in formal constructability reviews at reviews at the 50% and prior to 100% stages of PE, evaluating issues that affect the construction, adjacent properties and the public. The Consultant shall follow Construction Industry Institute (CII) guidelines, which define constructability as "the optimum use of construction knowledge and experience in planning, design, procurement, and field operations, to achieve the overall project objectives." The Consultant shall provide experienced construction personnel from the earliest stages to make sure that the construction focus is communicated to the planners

and engineers.

Constructability will be used as a design consideration, by factoring in cost and schedule effectiveness. Based on constructability aspects of the project, the Consultant shall develop appropriate productivity rates.

All comments or recommendations of the review team will be considered and logged by our project manager, confirming that the constructability review has been completed. The Consultant shall produce a narrative report to transit with the entire document to NJ TRANSIT for review, approval, distribution to the design manager. Prior to bid solicitation, the design team will incorporate modifications deemed appropriate into the bid document to minimize the number of potential change order requests, claims, budget increases, etc.

**Deliverable:**

Document findings of constructability reviews in a report to NJ TRANSIT.

**TASK 12 - CONTRACT  
PACKAGING**

Consultant shall work cooperatively with NJ TRANSIT to provide the appropriate contracting strategy to achieve success.

The Consultant shall assess the various components, potential sub-projects, early action activities, constraints, and construction approaches and develop recommendations for contract packaging and procurement strategies that would produce the best overall value to NJ TRANSIT.

The Consultant shall determine factors such as the size and types of contracts, project delivery approaches, and mitigation of constraints brought on by long-lead items.

The Consultant shall advise NJ TRANSIT as to the efficacy of procurement methods such as "DBOM", "EPC", etc. and how they might be applied to the DG component phase of the NJ TRANSIT-DG Project. The Consultant shall consider and report on the benefits and drawbacks of each recommended approach, such as increased cost, level of risk, integration issues, and funding stream.

**Deliverables:**

Contract Packaging and Procurement Strategies Plan

**TASK 13 - PREPARATION  
AND SUBSEQUENT  
SUPPORT OF CONTRACT  
BID  
DOCUMENTS AND  
BIDDING PROCESS**

The Consultant shall assist with the development of the draft solicitation packages for the procurement of the design, construction, operation, and/or maintenance services to support operation of the DG component phase of the NJ TRANSIT-DG service in accordance with Federal, New Jersey State and NJ TRANSIT regulations, standards and requirements as applicable.

The Consultant shall support NJ TRANSIT in the prequalification of bidders (as necessary) and assist with RFQ development, including the qualification criteria, with issuing the RFQ, and with the evaluation process to select prequalified proposers/bidders. The prequalification process will address items such as:

- Safety record
- Prior experience in similar work
- Qualifications of personnel
- Qualification of team
- Financial capacity

- Teams capacity
- Past performance

The Consultant shall prepare a design packages and issue a formal RFP suitable for the selected project delivery method. The RFP package will include:

- Instructions to bidders for their proposal preparation Terms and conditions and commercial requirements
- Design documents
- Specifications and Program Management draft which establish requirements and applicable tolerances/ margins
- Project scope
- Safety requirements
- QA/QC procedures and objectives
- Mobilization
- Installation
- Testing
- Commissioning
- Project Schedule
- Project Controls requirements addressing:
- Progress reports
- Cost tracking and reporting
- Schedule updates and actualization
- Cash flow
- Documents controls

The Consultant shall support the preparation for and conduct of any pre-bid meetings or technical, commercial, or legal one-on-ones. The Consultant shall help NJ TRANSIT to respond to proposer/bidder questions, requests for clarifications, and requests for information (RFI) and to modify the RFP as necessary.

The Consultant shall assist NJ TRANSIT in the evaluation of potential contract delivery methodologies for Phase II that may include:

- Design-Bid-Build (DBB)
- Design-Build (DB)
- Design-Build-Operate-Maintain (DBOM)
- Construction Manager at Risk (CMAR)
- Engineer Procure Construct (EPC)
- Engineering Procure Construction Management (EPCm)

Upon receipt of the proposals/bids, the Consultant shall assist with the initial review of bids for RFP compliance. This may include obtaining clarifications from bidders. We will assist with the bid evaluation using NJ TRANSIT's evaluation manual. Once a proposer or bidder is selected, the Consultant shall assist in the award process, including supporting post-award discussions. In the event there is a need for a best and final offer (BAFO), we will support that process, including both the solicitation and evaluation.

**Deliverables:**

Documentation necessary for bid preparation and support of bidding process

**TASK 14 – ANALYSIS OF  
ANCILLIARY SERVICES  
MARKET REVENUE  
OPPORTUNITIES**

The Consultant shall assist NJ TRANSIT in determining if participation in any PJM market services is statutorily and technically feasible and shall result in further revenue optimization from the operation of the DG Power Generation infrastructure.



The Consultant shall provide the information necessary to estimate the economics of the Power Plant participating in PJM Energy Markets and/or Ancillary service Markets

**Deliverables:**

Analyses and report summary of findings regarding revenue optimization utilizing DG Power Generation assets

**TASK 15 – AS DIRECTED BY  
NJ TRANSIT**

Whenever the Contract Item "As Directed Cost by NJ TRANSIT" appears in the Proposal, NJ TRANSIT has provided an allowance for additional or Supplemental Design and Engineering Consultant Services not specifically designated and defined in this RFP. Such an allowance is provided for NJ TRANSIT to augment design and engineering efforts as necessary. This allowance is provided for the sole convenience of NJ TRANSIT and can only be used for work authorized by NJ TRANSIT's Contracting Officer.

**NJ TRANSIT AGREEMENT No. 16-001**

**DESIGN, ENGINEERING, CONSTRUCTION ASSISTANCE AND OTHER  
TECHNICAL SERVICES FOR THE NJ TRANSITGRID**

**EXHIBIT B – COST INFORMATION**

05/26/15 FED

NJ TRANSIT Contract No. 16-001  
AECOM Revised Cost Proposal  
Design, Engineering, Construction Assistance and Other Technical Services  
for The NJ TRANSITGRID Distributed Generation  
March 20, 2016 Rev.1

Distributed Generation		Estimated Effort Hours By Task and Job Classification											Other Direct Charges - Estimated	Estimated Total Hours by Task	Loaded Labor Cost Estimate by Task	Total Cost Estimate (Loaded Labor + ODCs) by Task
Task Description		Project Manager	Deputy Project Manager	Senior Engineer	Engineer	Senior Consultant	Project Specialist	Procurement Specialist	Quality / Safety Manager	Cost Estimator	Non-DBE Subconsultants	DBE Subconsultants				
Direct Labor Rate (Ave. for each Job Classification)		\$113.89	\$80.00	\$66.36	\$31.29	\$96.44	\$107.70	\$59.83	\$77.59	\$89.33	\$86.07	\$48.55				
AECOM: Billable Rate with 138% OH + 0% Fee, DBE-Subs: Billable Rate with average of 134% OH + 0% Fee, Non-DBE-Subs: Billable Rate with average of 134% OH + 0% Fee		\$271.06	\$190.40	\$156.80	\$74.47	\$229.53	\$256.33	\$142.40	\$184.66	\$212.61	\$201.60	\$113.74				
		1660	1648	4595	840	916	60	308	120	120	4362	5972	\$128,545	20602	\$ 3,427,870	\$ 3,556,416
Phase 1																
Task 1 - Project Management		740	420	446	0	0	0	0	80	0	150	1600	\$21,442	3436	\$ 571,789	\$ 593,231
Task 2 - Engineering		600	800	2995	840	800	0	0	0	0	3066	2781	\$74,139	11882	\$ 1,977,049	\$ 2,051,189
Task 3 - Cost Estimating		60	120	60	0	0	0	0	0	120	0	811	\$7,307	1171	\$ 194,841	\$ 202,148
Task 4 - Federal Environmental Impact Statement (EIS)		0	0	0	0	0	0	0	0	0	0	300	\$1,872	300	\$ 49,917	\$ 51,789
Task 5 - State, Federal Permits and Mitigation		0	0	0	0	0	0	0	0	0	40	200	\$1,497	240	\$ 39,933	\$ 41,431
Task 6 - Site Remediation		0	0	0	0	0	0	0	0	0	0	280	\$1,747	280	\$ 46,589	\$ 48,336
Task 7 - Risk Management		100	188	280	0	0	0	0	40	0	118	0	\$4,530	726	\$ 120,798	\$ 125,328
Task 8 - System Safety and Security Management		0	0	308	0	0	0	0	0	0	160	0	\$2,920	468	\$ 77,870	\$ 80,790
Task 9 - Public Involvement and Agency Coordination		160	80	0	0	0	0	0	0	0	40	0	\$1,747	280	\$ 46,589	\$ 48,336
Task 10 - Integration and Interface		0	0	0	0	0	0	0	0	0	640	0	\$3,993	640	\$ 106,489	\$ 110,482
Task 11 - Constructability Reviews		0	0	506	0	116	0	0	0	0	0	0	\$3,881	622	\$ 103,494	\$ 107,375
Task 12 - Contract Packaging		0	0	0	0	0	0	77	0	0	0	0	\$480	77	\$ 12,812	\$ 13,292
Task 13 - Preparation and Subsequent Support of Contract Bid Documents and Bidding Process		0	0	0	0	0	60	231	0	0	0	0	\$1,816	291	\$ 48,419	\$ 50,235
Task 14 - Analysis of Ancillary Services Market Revenue opportunities		0	0	0	0	0	0	0	0	0	148	0	\$923	148	\$ 24,626	\$ 25,549
Task 15 - As Directed by NJ TRANSIT		0	40	0	0	0	0	0	0	0	0	0	\$250	40	\$ 6,656	\$ 6,905
Phase 1		\$ 189,057	\$ 131,840	\$ 304,958	\$ 26,284	\$ 88,339	\$ 6,462	\$ 18,428	\$ 9,311	\$ 10,720	\$ 375,416	\$ 289,924	\$ 128,545	20,602	\$ 785,398	
Phase 2		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total		\$ 189,057	\$ 131,840	\$ 304,958	\$ 26,284	\$ 88,339	\$ 6,462	\$ 18,428	\$ 9,311	\$ 10,720	\$ 375,416	\$ 289,924	\$ 128,545	20,602	\$ 785,398	

134%	\$ 503,947	\$ 389,337	134%	138%	\$ 1,083,849
	\$ 879,363	\$ 679,261			\$ 1,869,246
Profit @0%	\$ -	\$ -	Profit @0%	Profit @ 0%	\$ -
	\$ -	\$ -		AECOM	\$ 1,869,246
				Non-DBE Subs	\$ 879,363
				DBE Subs	\$ 679,261
				ODCs	\$ 128,545
				Grand Total	\$ 3,556,416
				Direct Labor Cost	\$ 1,450,737
				Indirect Labor Cost	\$ 1,977,134
				Fee @ 0%	\$ -
				ODC @ 3.75%	\$ 128,545
				Grand Total	\$ 3,556,416

NEW JERSEY TRANSPORT CORPORATION  
REQUEST FOR PROPOSAL NO. 16-001  
ATTACHMENT C-1  
COST AND FEE FIRM RECAP - TEAM SUMMARY

FIRM	MAN HOURS	TOTAL DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ Various Rates*	SUBTOTAL	FIXED FEE@ 0%	DIRECT EXPENSES	TOTAL COST
AECOM	10,267	\$ 785,398	\$ 1,083,849	\$ 1,869,246	0%	\$ 70,097	\$ 1,939,343
PB	800	\$ 86,641	\$ 133,608	\$ 220,249	0%	\$ 8,259	\$ 228,508
IPERC	547	\$ 57,072	\$ 60,262	\$ 117,334	0%	\$ 4,400	\$ 121,734
Navigant	1,143	\$ 85,916	\$ 107,876	\$ 193,792	0%	\$ 7,267	\$ 201,059
GHD	80	\$ 5,967	\$ 9,248	\$ 15,215	0%	\$ 571	\$ 15,786
JCM5	811	\$ 51,644	\$ 60,073	\$ 111,717	0%	\$ 4,189	\$ 115,907
AG	681	\$ 23,839	\$ 32,559	\$ 56,498	0%	\$ 2,119	\$ 58,617
GTS	1,500	\$ 62,600	\$ 77,693	\$ 140,293	0%	\$ 5,261	\$ 145,554
Radin	780	\$ 59,540	\$ 92,388	\$ 151,928	0%	\$ 5,697	\$ 157,626
Robinson	600	\$ 36,300	\$ 53,724	\$ 90,024	0%	\$ 3,376	\$ 93,400
CCMT	1,792	\$ 139,821	\$ 192,953	\$ 332,773	0%	\$ 12,479	\$ 345,252
Macan Deve	1,600	\$ 56,000	\$ 72,800	\$ 128,800	0%	\$ 4,830	\$ 133,630
Total	20,602	\$ 1,450,737	\$ 1,977,134	\$ 3,427,870		\$ 128,545	\$ 3,556,416

\* The following overhead rates are used for each firm:

FIRM	OH Rates
AECOM	138.00%
PB	154.21%
IPERC	105.59%
Navigant	125.56%
GHD	155.00%
JCM5	116.32%
AG	137.00%
GTS	124.11%
Radin	155.17%
Robinson	148.00%
CCMT	138.00%
Macan Deve	130.00%

NEW JERSEY TRAINST CORPORATION  
REQUEST FOR PROPOSAL NO. 16-001  
ATTACHMENT C-2  
COST AND FEE TASKS RECAP - TEAM SUMMARY

TASK	DESCRIPTION	MAN HOURS	TOTAL DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ Various Rates*	SUBTOTAL	FIXED FEE @ 0%	DIRECT EXPENSES	TOTAL COST
1	Project Management	3,436	\$ 219,536	\$ 300,944	\$ 520,480	0%	\$ 19,518	\$ 539,998
2	Engineering	11,882	\$ 809,637	\$ 1,095,883	\$ 1,905,520	0%	\$ 71,457	\$ 1,976,977
3	Cost Estimating	1,171	\$ 82,097	\$ 102,098	\$ 184,195	0%	\$ 6,907	\$ 191,103
4	Federal Environmental Impact Statement	300	\$ 23,700	\$ 36,775	\$ 60,475	0%	\$ 2,268	\$ 62,743
5	State, Federal Permits and Mitigation	240	\$ 17,743	\$ 27,527	\$ 45,271	0%	\$ 1,698	\$ 46,968
6	Site Remediation	280	\$ 21,080	\$ 32,710	\$ 53,790	0%	\$ 2,017	\$ 55,807
7	Risk Management	726	\$ 62,410	\$ 82,001	\$ 144,410	0%	\$ 5,415	\$ 149,826
8	System Safety and Security Management	468	\$ 35,235	\$ 47,122	\$ 82,358	0%	\$ 3,088	\$ 85,446
9	Public Involvement and Agency Coordination	280	\$ 27,606	\$ 38,603	\$ 66,209	0%	\$ 2,483	\$ 68,692
10	Integration and Interface	640	\$ 62,372	\$ 91,604	\$ 153,976	0%	\$ 5,774	\$ 159,750
11	Constructability Reviews	622	\$ 50,013	\$ 69,018	\$ 119,031	0%	\$ 4,464	\$ 123,495
12	Contract Packaging	77	\$ 4,607	\$ 6,358	\$ 10,964	0%	\$ 411	\$ 11,376
13	Preparation and Subsequent Support of Contract Bid Documents and Bidding Process	291	\$ 20,283	\$ 27,990	\$ 48,273	0%	\$ 1,810	\$ 50,083
14	Analysis of Ancillary Services Market Revenue Opportunities	148	\$ 11,217	\$ 14,084	\$ 25,302	0%	\$ 949	\$ 26,250
15	As Directed by NJ TRANSIT	40	\$ 3,200	\$ 4,416	\$ 7,616	0%	\$ 286	\$ 7,902
	TEAM TOTALS	20,602	\$ 1,450,737	\$ 1,977,134	\$ 3,427,870		\$ 128,545	\$ 3,556,416

\* The following overhead rates are used for each firm:

FIRM	OH Rates
AECOM	138.00%
PB	154.21%
IPERC	105.59%
Navigant	125.56%
GHD	155.00%
JCMS	116.32%
AG	137.00%
GTS	124.11%
Radin	155.17%
Robinson	148.00%
CCMT	138.00%
Matcan Deve	130.00%

NEW JERSEY TRANSIT CORPORATION  
REQUEST FOR PROPOSAL NO. 16-001  
ATTACHMENT C-2  
COST AND FEE TASKS RECAP - TEAM SUMMARY

FIRM: AECOM

TASK	DESCRIPTION	MAN HOURS	TOTAL DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ 138%	SUBTOTAL	FIXED FEE @ 0%	DIRECT EXPENSES	TOTAL COST
1	Project Management	1,686	\$ 148,338	\$ 204,707	\$ 353,046	0%	\$ 13,239	\$ 366,285
2	Engineering	6,035	\$ 431,039	\$ 594,833	\$ 1,025,872	0%	\$ 38,470	\$ 1,064,342
3	Cost Estimating	360	\$ 30,453	\$ 42,025	\$ 72,478	0%	\$ 2,718	\$ 75,196
4	Federal Environmental Impact Statement	-	-	-	-	0%	-	-
5	State, Federal Permits and Mitigation	-	-	-	-	0%	-	-
6	Site Remediation	-	-	-	-	0%	-	-
7	Risk Management	608	\$ 49,684	\$ 68,564	\$ 118,247	0%	\$ 4,434	\$ 122,682
8	System Safety and Security Management	308	\$ 23,159	\$ 31,959	\$ 55,117	0%	\$ 2,067	\$ 57,184
9	Public Involvement and Agency Coordination	240	\$ 24,622	\$ 33,979	\$ 58,601	0%	\$ 2,198	\$ 60,799
10	Integration and Interface	-	-	-	-	0%	-	-
11	Constructability Reviews	622	\$ 50,013	\$ 69,018	\$ 119,031	0%	\$ 4,464	\$ 123,495
12	Contract Packaging	77	\$ 4,607	\$ 6,358	\$ 10,964	0%	\$ 411	\$ 11,376
13	Preparation and Subsequent Support of Contract Bid Documents and Bidding Process	291	\$ 20,283	\$ 27,990	\$ 48,273	0%	\$ 1,810	\$ 50,083
14	Analysis of Ancillary Services Market Revenue Opportunities	-	-	-	-	0%	-	-
15	As Directed by NJ TRANSIT	40	\$ 3,200	\$ 4,416	\$ 7,616	0%	\$ 286	\$ 7,902
FIRM TOTALS		10,267	\$ 785,398	\$ 1,083,849	\$ 1,869,246		\$ 70,097	\$ 1,939,343

NEW JERSEY TRANSIT CORPORATION  
REQUEST FOR PROPOSAL NO. 16-001  
ATTACHMENT C-2  
COST AND FEE TASKS RECAP - TEAM SUMMARY

FIRM: PB

TASK	DESCRIPTION	MAN HOURS	TOTAL DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ 154%	SUBTOTAL	FIXED FEE @ 0%	DIRECT EXPENSES	TOTAL COST
1	Project Management	150	\$ 15,198	\$ 23,437	\$ 38,635	0%	\$ 1,449	\$ 40,084
2	Engineering	350	\$ 37,324	\$ 57,557	\$ 94,880	0%	\$ 3,558	\$ 98,438
3	Cost Estimating	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
4	Federal Environmental Impact Statement	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
5	State, Federal Permits and Mitigation	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
6	Site Remediation	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
7	Risk Management	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
8	System Safety and Security Management	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
9	Public Involvement and Agency Coordination	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
10	Integration and Interface	300	\$ 34,119	\$ 52,615	\$ 86,734	0%	\$ 3,253	\$ 89,986
11	Constructability Reviews	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
12	Contract Packaging	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
13	Preparation and Subsequent Support of Contract Bid Documents and Bidding Process	78	\$ -	\$ -	\$ -	0%	\$ -	\$ -
14	Analysis of Ancillary Services Market Revenue Opportunities	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
15	As Directed by NJ TRANSIT	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
FIRM TOTALS		878	\$ 86,641	\$ 133,608	\$ 220,249		\$ 8,259	\$ 228,508

NEW JERSEY TRANSIT CORPORATION  
REQUEST FOR PROPOSAL NO. 16-001  
ATTACHMENT C-2  
COST AND FEE TASKS RECAP - TEAM SUMMARY

FIRM: IPERC

TASK	DESCRIPTION	MAN HOURS	TOTAL DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ 105%	SUBTOTAL	FIXED FEE @ 0%	DIRECT EXPENSES	TOTAL COST
1	Project Management	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
2	Engineering	429	\$ 44,346	\$ 46,825	\$ 91,171	0%	\$ 3,419	\$ 94,590
3	Cost Estimating	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
4	Federal Environmental Impact Statement	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
5	State, Federal Permits and Mitigation	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
6	Site Remediation	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
7	Risk Management	118	\$ 12,726	\$ 13,437	\$ 26,163	0%	\$ 981	\$ 27,144
8	System Safety and Security Management	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
9	Public Involvement and Agency Coordination	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
10	Integration and Interface	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
11	Constructability Reviews	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
12	Contract Packaging	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
13	Preparation and Subsequent Support of Contract Bid Documents and Bidding Process	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
14	Analysis of Ancillary Services Market Revenue Opportunities	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
15	As Directed by NJ TRANSIT	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
FIRM TOTALS		547	\$ 57,072	\$ 60,262	\$ 117,334		\$ 4,400	\$ 121,734



NEW JERSEY TRANSIT CORPORATION  
REQUEST FOR PROPOSAL NO. 16-001  
ATTACHMENT C-2  
COST AND FEE TASKS RECAP - TEAM SUMMARY

FIRM: Navigant

TASK	DESCRIPTION	MAN HOURS	TOTAL DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ 125%	SUBTOTAL	FIXED FEE @ 0%	DIRECT EXPENSES	TOTAL COST
1	Project Management	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
2	Engineering	835	\$ 62,622	\$ 78,528	\$ 141,250	0%	\$ 5,297	\$ 146,547
3	Cost Estimating	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
4	Federal Environmental Impact Statement	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
5	State, Federal Permits and Mitigation	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
6	Site Remediation	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
7	Risk Management	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
8	System Safety and Security Management	160	\$ 12,077	\$ 15,164	\$ 27,240	0%	\$ 1,022	\$ 28,262
9	Public Involvement and Agency Coordination	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
10	Integration and Interface	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
11	Constructability Reviews	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
12	Contract Packaging	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
13	Preparation and Subsequent Support of Contract Bid Documents and Bidding Process	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
14	Analysis of Ancillary Services Market Revenue Opportunities	148	\$ 11,217	\$ 14,084	\$ 25,302	0%	\$ 949	\$ 26,250
15	As Directed by NJ TRANSIT	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
FIRM TOTALS		1,143	\$ 85,916	\$ 107,876	\$ 193,792		\$ 7,267	\$ 201,059

NEW JERSEY TRANSIT CORPORATION  
REQUEST FOR PROPOSAL NO. 16-001  
ATTACHMENT C-2  
COST AND FEE TASKS RECAP - TEAM SUMMARY

FIRM: Green by Design

TASK	DESCRIPTION	MAN HOURS	TOTAL DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ 155%	SUBTOTAL	FIXED FEE @ 0%	DIRECT EXPENSES	TOTAL COST
1	Project Management	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
2	Engineering	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
3	Cost Estimating	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
4	Federal Environmental Impact Statement	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
5	State, Federal Permits and Mitigation	40	\$ 2,983	\$ 4,624	\$ 7,608	0%	\$ 285	\$ 7,893
6	Site Remediation	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
7	Risk Management	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
8	System Safety and Security Management	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
9	Public Involvement and Agency Coordination	40	\$ 2,983	\$ 4,624	\$ 7,608	0%	\$ 285	\$ 7,893
10	Integration and Interface	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
11	Constructability Reviews	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
12	Contract Packaging	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
13	Preparation and Subsequent Support of Contract Bid Documents and Bidding Process	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
14	Analysis of Ancillary Services Market Revenue Opportunities	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
15	As Directed by NJ TRANSIT	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
FIRM TOTALS		80	\$ 5,967	\$ 9,248	\$ 15,215		\$ 571	\$ 15,786

NEW JERSEY TRANSIT CORPORATION  
REQUEST FOR PROPOSAL NO. 16-001  
ATTACHMENT C-2  
COST AND FEE TASKS RECAP - TEAM SUMMARY

FIRM: JCMS

TASK	DESCRIPTION	MAN HOURS	TOTAL DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ 116%	SUBTOTAL	FIXED FEE @ 0%	DIRECT EXPENSES	TOTAL COST
1	Project Management	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
2	Engineering	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
3	Cost Estimating	811	\$ 51,644	\$ 60,073	\$ 111,717	0%	\$ 4,189	\$ 115,907
4	Federal Environmental Impact Statement	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
5	State, Federal Permits and Mitigation	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
6	Site Remediation	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
7	Risk Management	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
8	System Safety and Security Management	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
9	Public Involvement and Agency Coordination	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
10	Integration and Interface	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
11	Constructability Reviews	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
12	Contract Packaging	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
13	Preparation and Subsequent Support of Contract Bid Documents and Bidding Process	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
14	Analysis of Ancillary Services Market Revenue Opportunities	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
15	As Directed by NJ TRANSIT	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
FIRM TOTALS		811	\$ 51,644	\$ 60,073	\$ 111,717		\$ 4,189	\$ 115,907

NEW JERSEY TRANSIT CORPORATION  
REQUEST FOR PROPOSAL NO. 16-001  
ATTACHMENT C-2  
COST AND FEE TASKS RECAP - TEAM SUMMARY

FIRM: AG Consulting

TASK	DESCRIPTION	MAN HOURS	TOTAL DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ 137%	SUBTOTAL	FIXED FEE @ 0%	DIRECT EXPENSES	TOTAL COST
1	Project Management	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
2	Engineering	681	\$ 23,839	\$ 32,659	\$ 56,498	0%	\$ 2,119	\$ 58,617
3	Cost Estimating	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
4	Federal Environmental Impact Statement	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
5	State, Federal Permits and Mitigation	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
6	Site Remediation	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
7	Risk Management	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
8	System Safety and Security Management	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
9	Public Involvement and Agency Coordination	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
10	Integration and Interface	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
11	Constructability Reviews	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
12	Contract Packaging	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
13	Preparation and Subsequent Support of Contract Bid Documents and Bidding Process	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
14	Analysis of Ancillary Services Market Revenue Opportunities	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
15	As Directed by NJ TRANSIT	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
FIRM TOTALS		681	\$ 23,839	\$ 32,659	\$ 56,498		\$ 2,119	\$ 58,617

NEW JERSEY TRANSIT CORPORATION  
REQUEST FOR PROPOSAL NO. 16-001  
ATTACHMENT C-2  
COST AND FEE TASKS RECAP - TEAM SUMMARY

FIRM: GTS

TASK	DESCRIPTION	MAN HOURS	TOTAL DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ 124%	SUBTOTAL	FIXED FEE @ 0%	DIRECT EXPENSES	TOTAL COST
1	Project Management	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
2	Engineering	1,500	\$ 62,500	\$ 77,693	\$ 140,293	0%	\$ 5,261	\$ 145,554
3	Cost Estimating	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
4	Federal Environmental Impact Statement	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
5	State, Federal Permits and Mitigation	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
6	Site Remediation	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
7	Risk Management	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
8	System Safety and Security Management	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
9	Public Involvement and Agency Coordination	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
10	Integration and Interface	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
11	Constructability Reviews	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
12	Contract Packaging	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
13	Preparation and Subsequent Support of Contract Bid Documents and Bidding Process	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
14	Analysis of Ancillary Services Market Revenue Opportunities	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
15	As Directed by NJ TRANSIT	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
FIRM TOTALS		1,500	\$ 62,500	\$ 77,693	\$ 140,293		\$ 5,261	\$ 145,554

NEW JERSEY TRANSIT CORPORATION  
REQUEST FOR PROPOSAL NO. 16-001  
ATTACHMENT C-2  
COST AND FEE TASKS RECAP - TEAM SUMMARY

FIRM: Radin

TASK	DESCRIPTION	MAN HOURS	TOTAL DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ 155%	SUBTOTAL	FIXED FEE @ 0%	DIRECT EXPENSES	TOTAL COST
1	Project Management	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
2	Engineering	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
3	Cost Estimating	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
4	Federal Environmental Impact Statement	300	\$ 23,700	\$ 36,775	\$ 60,475	0%	\$ 2,268	\$ 62,743
5	State, Federal Permits and Mitigation	200	\$ 14,760	\$ 22,903	\$ 37,663	0%	\$ 1,412	\$ 39,075
6	Site Remediation	280	\$ 21,080	\$ 32,710	\$ 53,790	0%	\$ 2,017	\$ 55,807
7	Risk Management	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
8	System Safety and Security Management	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
9	Public Involvement and Agency Coordination	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
10	Integration and Interface	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
11	Constructability Reviews	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
12	Contract Packaging	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
13	Preparation and Subsequent Support of Contract Bid Documents and Bidding Process	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
14	Analysis of Ancillary Services Market Revenue Opportunities	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
15	As Directed by NJ TRANSIT	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
FIRM TOTALS		780	\$ 59,540	\$ 92,388	\$ 151,928		\$ 5,697	\$ 157,626

NEW JERSEY TRANSIT CORPORATION  
REQUEST FOR PROPOSAL NO. 16-001  
ATTACHMENT C-2  
COST AND FEE TASKS RECAP - TEAM SUMMARY

FIRM: Robinson

TASK	DESCRIPTION	MAN HOURS	TOTAL DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ 148%	SUBTOTAL	FIXED FEE @ 0%	DIRECT EXPENSES	TOTAL COST
1	Project Management	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
2	Engineering	600	\$ 36,300	\$ 53,724	\$ 90,024	0%	\$ 3,376	\$ 93,400
3	Cost Estimating	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
4	Federal Environmental Impact Statement	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
5	State, Federal Permits and Mitigation	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
6	Site Remediation	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
7	Risk Management	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
8	System Safety and Security Management	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
9	Public Involvement and Agency Coordination	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
10	Integration and Interface	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
11	Constructability Reviews	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
12	Contract Packaging	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
13	Preparation and Subsequent Support of Contract Bid Documents and Bidding Process	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
14	Analysis of Ancillary Services Market Revenue Opportunities	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
15	As Directed by NJ TRANSIT	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
FIRM TOTALS		600	\$ 36,300	\$ 53,724	\$ 90,024		\$ 3,376	\$ 93,400

NEW JERSEY TRANSIT CORPORATION  
REQUEST FOR PROPOSAL NO. 16-001  
ATTACHMENT C-2  
COST AND FEE TASKS RECAP - TEAM SUMMARY

FIRM: CCMT

TASK	DESCRIPTION	MAN HOURS	TOTAL DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ 138%	SUBTOTAL	FIXED FEE @ 0%	DIRECT EXPENSES	TOTAL COST
1	Project Management	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
2	Engineering	1,452	\$ 111,568	\$ 153,964	\$ 265,531	0%	\$ 9,957	\$ 275,489
3	Cost Estimating	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
4	Federal Environmental Impact Statement	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
5	State, Federal Permits and Mitigation	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
6	Site Remediation	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
7	Risk Management	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
8	System Safety and Security Management	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
9	Public Involvement and Agency Coordination	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
10	Integration and Interface	340	\$ 28,153	\$ 38,989	\$ 67,242	0%	\$ 2,522	\$ 69,764
11	Constructability Reviews	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
12	Contract Packaging	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
13	Preparation and Subsequent Support of Contract Bid Documents and Bidding Process	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
14	Analysis of Ancillary Services Market Revenue Opportunities	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
15	As Directed by NJ TRANSIT	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
	FIRM TOTALS	1,792	\$ 139,821	\$ 192,953	\$ 332,773		\$ 12,479	\$ 345,252



NEW JERSEY TRANSIT CORPORATION  
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COST AND FEE TASKS RECAP - TEAM SUMMARY

FIRM: Macan Deye

TASK	DESCRIPTION	MAN HOURS	TOTAL DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ 130%	SUBTOTAL	FIXED FEE @ 0%	DIRECT EXPENSES	TOTAL COST
1	Project Management	1,600	\$ 56,000	\$ 72,800	\$ 128,800	0%	\$ 4,830	\$ 133,630
2	Engineering	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
3	Cost Estimating	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
4	Federal Environmental Impact Statement	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
5	State, Federal Permits and Mitigation	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
6	Site Remediation	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
7	Risk Management	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
8	System Safety and Security Management	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
9	Public Involvement and Agency Coordination	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
10	Integration and Interface	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
11	Constructability Reviews	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
12	Contract Packaging	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
13	Preparation and Subsequent Support of Contract Bid Documents and Bidding Process	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
14	Analysis of Ancillary Services Market Revenue Opportunities	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
15	As Directed by NJ TRANSIT	-	\$ -	\$ -	\$ -	0%	\$ -	\$ -
FIRM TOTALS		1,600	\$ 56,000	\$ 72,800	\$ 128,800		\$ 4,830	\$ 133,630

NEW JERSEY TRANSIT CORPORATION  
REQUEST FOR PROPOSAL NO. 16-001  
ATTACHMENT C-4  
PERSONNEL TEAM DETAIL

TASK: SEE BELOW

FIRM: AECOM

TECHNICAL STAFF				
TASK	STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	ESTIMATED HOURS	TOTAL SALARY
1	Avokunle Kafi, PE	Project Manager	740 \$	113.89 \$ 84,278.60
1	Edward Hrinewski	Deputy Project Manager	420 \$	80.00 \$ 33,600.00
1	Peter Gregory, CSP	Quality / Safety Manager	80 \$	61.81 \$ 4,944.80
1	Eduardo Gamez, PhD	Senior Engineer	77 \$	67.46 \$ 5,194.42
1	Tunc Gundogdu	Senior Engineer	369 \$	55.00 \$ 20,320.63
2	Avokunle Kafi, PE	Project Manager	600 \$	113.89 \$ 68,334.00
2	Edward Hrinewski	Deputy Project Manager	800 \$	80.00 \$ 64,000.00
2	Frank Russo	Senior Engineer	39 \$	85.00 \$ 3,315.00
2	Richard Falcon	Senior Engineer	39 \$	90.00 \$ 3,510.00
2	Kenny Pimenta, PE	Senior Engineer	40 \$	60.10 \$ 2,404.00
2	Andrew Agopian	Senior Engineer	320 \$	75.43 \$ 24,137.60
2	Samuel Monger	Engineer	840 \$	31.29 \$ 26,283.60
2	James Buchok	Senior Consultant	800 \$	96.44 \$ 77,152.00
2	Damie Choi, PE	Senior Engineer	1,300 \$	52.98 \$ 68,874.00
2	Ed Guratowski, PE	Senior Engineer	200 \$	74.05 \$ 14,810.00
2	Joel Fischl, PE	Senior Engineer	811 \$	80.14 \$ 64,993.54
2	April Thumann, PE	Senior Engineer	246 \$	53.76 \$ 13,224.96
3	Avokunle Kafi, PE	Project Manager	60 \$	113.89 \$ 6,833.40
3	Edward Hrinewski	Deputy Project Manager	120 \$	80.00 \$ 9,600.00
3	Tunc Gundogdu	Senior Engineer	60 \$	55.00 \$ 3,300.00
3	Jay Bayersdorfer, PE	Cost Estimator	120 \$	89.33 \$ 10,719.60
7	Avokunle Kafi, PE	Project Manager	100 \$	113.89 \$ 11,389.00
7	Edward Hrinewski	Deputy Project Manager	188 \$	80.00 \$ 15,040.00
7	Peter Totten, PE	Quality / Safety Manager	40 \$	109.15 \$ 4,366.00
7	Eduardo Gamez, PhD	Senior Engineer	280 \$	67.46 \$ 18,888.80
8	Carlos Campillo	Senior Engineer	308 \$	75.19 \$ 23,158.52
9	Avokunle Kafi, PE	Project Manager	160 \$	113.89 \$ 18,222.40
9	Edward Hrinewski	Deputy Project Manager	80 \$	80.00 \$ 6,400.00
11	Frank Russo	Senior Engineer	39 \$	85.00 \$ 3,315.00
11	Richard Falcon	Senior Engineer	39 \$	90.00 \$ 3,510.00
11	Andrew Agopian	Senior Consultant	40 \$	75.43 \$ 3,017.20
11	James Buchok	Senior Engineer	116 \$	96.44 \$ 11,187.04
11	Joel Fischl, PE	Senior Engineer	308 \$	80.14 \$ 24,683.12
12	April Thumann, PE	Senior Engineer	80 \$	53.76 \$ 4,300.80
12	Riad Habib	Procurement Specialist	77 \$	59.83 \$ 4,606.91
13	Riad Habib	Procurement Specialist	231 \$	59.83 \$ 13,820.73
13	Robert Brownstein	Project Specialist	60 \$	107.70 \$ 6,462.00
15	Edward Hrinewski	Deputy Project Manager	40 \$	80.00 \$ 3,200.00
TOTAL ESTIMATED HOURS			10,267	

SUPPORT STAFF				
TASK	STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	ESTIMATED HOURS	TOTAL SALARY
TOTAL ESTIMATED HOURS			-	

TOTAL SALARY (BARE COST)	\$	785,397.67
OVERHEAD @ 138% OF BARE COST	\$	1,083,848.78
SUBTOTAL - SALARY + OVERHEAD	\$	1,869,246.45
FIXED FEE @ 0% OF BARE COST + OVERHEAD	\$	-
DIRECT EXPENSES ITEMIZED		
Currently estimated at 3.75% of Bare Cost + Overhead	\$	70,096.74
TOTAL DIRECT EXPENSES	\$	70,096.74
TOTAL	\$	1,939,343.20

NEW JERSEY TRANSIT CORPORATION  
REQUEST FOR PROPOSAL NO. 16-001  
ATTACHMENT C-4  
PERSONNEL TEAM DETAIL

TASK: SEE BELOW

FIRM: PB

TECHNICAL STAFF					
TASK	STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
1	Roger Lemos	Principal Engineer (PB)	150	\$ 101.32	\$ 15,198.00
2	Bob Fisher	Senior Consultant (PB)	150	\$ 113.73	\$ 17,059.50
2	Roger Lemos	Principal Engineer (PB)	200	\$ 101.32	\$ 20,264.00
10	Bob Fisher	Senior Consultant (PB)	300	\$ 113.73	\$ 34,119.00
TOTAL ESTIMATED HOURS			800		

SUPPORT STAFF					
TASK	STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
TOTAL ESTIMATED HOURS					

TOTAL SALARY (BARE COST)		\$	86,640.50
OVERHEAD @ 154% OF BARE COST		\$	133,608.32
SUBTOTAL - SALARY + OVERHEAD		\$	220,248.82
FIXED FEE @ 0% OF BARE COST + OVERHEAD		\$	-
DIRECT EXPENSES ITEMIZED			
Currently estimated at 3.75% of Bare Cost + Overhead		\$	8,259.33
TOTAL DIRECT EXPENSES		\$	8,259.33
TOTAL		\$	228,508.15

NEW JERSEY TRAINSIT CORPORATION  
REQUEST FOR PROPOSAL NO. 16-001  
ATTACHMENT C-4  
PERSONNEL TEAM DETAIL

TASK: SEE BELOW

FIRM: IPERC

TECHNICAL STAFF					
TASK	STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
2	Darrell Massie, PhD, PE	Senior Consultant (IPERC)	120	\$ 156.09	\$ 18,731.01
2	Aura Lee Keating	Design Team Leader (IPERC)	116	\$ 49.08	\$ 5,693.59
2	Peter Curtis, PhD, PE	Principal Engineer 1 (IPERC)	116	\$ 117.13	\$ 13,586.65
2	Scott Roberts	Principal Engineer 2 (IPERC)	77	\$ 82.27	\$ 6,334.70
7	Darrell Massie, PhD, PE	Senior Consultant (IPERC)	40	\$ 156.09	\$ 6,243.67
7	Aura Lee Keating	Design Team Leader (IPERC)	39	\$ 49.08	\$ 1,914.22
7	Peter Curtis, PhD, PE	Principal Engineer 1 (IPERC)	39	\$ 117.13	\$ 4,567.93
TOTAL ESTIMATED HOURS			547		

SUPPORT STAFF					
TASK	STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
TOTAL ESTIMATED HOURS					

TOTAL SALARY (BARE COST)					\$ 57,071.78
OVERHEAD @ 105% OF BARE COST					\$ 60,262.09
SUBTOTAL - SALARY + OVERHEAD					\$ 117,333.86
FIXED FEE @ 0% OF BARE COST + OVERHEAD					\$ -
DIRECT EXPENSES ITEMIZED					
Currently estimated at 3.75% of Bare Cost + Overhead					\$ 4,400.02
TOTAL DIRECT EXPENSES					\$ 4,400.02
TOTAL					\$ 121,733.88

NEW JERSEY TRAINSIT CORPORATION  
REQUEST FOR PROPOSAL NO. 16-001  
ATTACHMENT C-4  
PERSONNEL TEAM DETAIL

TASK: SEE BELOW

FIRM: Navigant

TECHNICAL STAFF					
TASK	STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
2	Timothy McClive	Senior Consultant - (Navigant)	120	\$ 71.63	\$ 8,595.60
2	Edward Dobrowolski	Design/Planning Team Leader (Sr -	75	\$ 105.00	\$ 7,875.00
2	Robert Zogg	Senior Consultant - (Navigant)	600	\$ 71.63	\$ 42,978.00
2	Colette Lamontagne	Principal Engineer (Navigant)	40	\$ 79.33	\$ 3,173.20
8	Timothy McClive	Senior Consultant - (Navigant)	80	\$ 71.63	\$ 5,730.40
8	Matthew Blizard, PE	Principal Engineer (Navigant)	80	\$ 79.33	\$ 6,346.40
14	Timothy McClive	Senior Consultant - (Navigant)	68	\$ 71.63	\$ 4,870.84
14	Matthew Blizard, PE	Principal Engineer (Navigant)	80	\$ 79.33	\$ 6,346.40
TOTAL ESTIMATED HOURS			1,143		

SUPPORT STAFF					
TASK	STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
TOTAL ESTIMATED HOURS					

TOTAL SALARY (BARE COST)					\$ 85,915.84
OVERHEAD @ 125% OF BARE COST					\$ 107,875.93
SUBTOTAL - SALARY + OVERHEAD					\$ 193,791.77
FIXED FEE @ 0% OF BARE COST + OVERHEAD					\$ -
DIRECT EXPENSES ITEMIZED					
Currently estimated at 3.75% of Bare Cost + Overhead					\$ 7,267.19
TOTAL DIRECT EXPENSES					\$ 7,267.19
TOTAL					\$ 201,058.96

## PERSONNEL TEAM DE

**FIRM: Green by Design**

[illegible]

<b>SUPPORT STAFF</b>					
<b>TASK</b>	<b>STAFF PERSON/ CLASSIFICATION</b>	<b>PROJECT TITLE OR DISCIPLINE</b>	<b>ESTIMATED HOURS</b>	<b>HOURLY RATE</b>	<b>TOTAL SALARY</b>
<b>TOTAL ESTIMATED HOURS</b>					

TOTAL SALARY (BARE COST)	\$	5,966.76
OVERHEAD @ 155% OF BARE COST		
SUBTOTAL - SALARY + OVERHEAD	\$	9,248.48
FIXED FEE @ 0% OF BARE COST + OVERHEAD	\$	15,215.23
DIRECT EXPENSES ITEMIZED		-
Currently estimated at 3.75% of Bare Cost + Overhead	\$	570.57
TOTAL DIRECT EXPENSES	\$	570.57
TOTAL	\$	15,785.81

ATTACHMENT C-4  
PERSONNEL TEAM DET

FIRM: JCMS

TECHNICAL STAFF					
TASK	STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
3	Kevin Meehan	Cost Estimator (ICM5)	811	\$ 63.68	\$ 51,644.48
TOTAL ESTIMATED HOURS			811		

SUPPORT STAFF					
TASK	STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
TOTAL ESTIMATED HOURS					

TOTAL SALARY (BARE COST)	\$	51,644.48	
OVERHEAD @ 116% OF BARE COST	\$	60,072.86	
SUBTOTAL - SALARY + OVERHEAD	\$	111,717.34	
FIXED FEE @ 0% OF BARE COST + OVERHEAD	\$	*	
DIRECT EXPENSES ITEMIZED			
Currently estimated at 3.75% of Bare Cost + Overhead	\$	4,189.40	
TOTAL DIRECT EXPENSES	\$	4,189.40	
TOTAL	\$	115,906.74	

### PERSONNEL TEAM DETAIL

**FIRM: AG Consulting**

SUPPORT STAFF					
TASK	STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
TOTAL ESTIMATED HOURS					

TOTAL	\$	58,616.58
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ATTACHMENT C-4  
PERSONNEL TEAM DET

**FIRM: GTS**

TECHNICAL STAFF					
TASK	STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
2	Friedrick Voss, PE, PLS	Principal Engineer (GTS)	1,500	\$ 41.73	\$ 62,600.25
TOTAL ESTIMATED HOURS			1,500		

SUPPORT STAFF					
TASK	STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
TOTAL ESTIMATED HOURS					

TOTAL SALARY (BARE COST)		\$	62,600.25
OVERHEAD @ 124% OF BARE COST		\$	77,693.17
SUBTOTAL - SALARY + OVERHEAD		\$	140,293.42
FIXED FEE @ 0% OF BARE COST + OVERHEAD		\$	-
DIRECT EXPENSES ITEMIZED			
Currently estimated at 3.75% of Bare Cost + Overhead	\$	5,261.00	
TOTAL DIRECT EXPENSES	\$	5,261.00	
TOTAL		\$	145,554.42

NEW JERSEY TRAINSIT CORPORATION  
REQUEST FOR PROPOSAL NO. 16-001  
ATTACHMENT C-4  
PERSONNEL TEAM DETAIL

TASK: SEE BELOW

FIRM: Radin

TECHNICAL STAFF						
TASK	STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY	
4	Chitra Radin	Lead Environ Design/Planning (Rad	150	\$ 105.00	\$	15,750.00
4	Jane Darcy	Environ Design/Planning (Radin - N	150	\$ 53.00	\$	7,950.00
5	Chitra Radin	Lead Environ Design/Planning (Rad	80	\$ 105.00	\$	8,400.00
5	Jane Darcy	Environ Design/Planning (Radin - N	120	\$ 53.00	\$	6,360.00
6	Chitra Radin	Lead Environ Design/Planning (Rad	120	\$ 105.00	\$	12,600.00
6	Jane Darcy	Environ Design/Planning (Radin - N	160	\$ 53.00	\$	8,480.00
TOTAL ESTIMATED HOURS			780			

SUPPORT STAFF					
TASK	STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
TOTAL ESTIMATED HOURS					

TOTAL SALARY (BARE COST)		\$	59,540.00
OVERHEAD @ 155% OF BARE COST		\$	92,388.22
SUBTOTAL - SALARY + OVERHEAD		\$	151,928.22
FIXED FEE @ 0% OF BARE COST + OVERHEAD		\$	-
DIRECT EXPENSES ITEMIZED			
Currently estimated at 3.75% of Bare Cost + Overhead		\$	5,697.31
TOTAL DIRECT EXPENSES		\$	5,697.31
TOTAL		\$	157,625.53

### PERSONNEL TEAM DETAIL

**FIRM: Robinson**

SUPPORT STAFF					
TASK	STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
TOTAL ESTIMATED HOURS					

TOTAL

NEW JERSEY TRAINSIT CORPORATION  
REQUEST FOR PROPOSAL NO. 16-001  
ATTACHMENT C-4  
PERSONNEL TEAM DETAIL

TASK: SEE BELOW

FIRM: CCMT

TECHNICAL STAFF					
TASK	STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
2	Lyle Rawlings	Project Specialist (CCMT)	692	\$ 84.50	\$ 58,473.89
2	James Sherman, Esq.	Supervising Engineer (CCMT)	360	\$ 66.84	\$ 24,064.17
2	Steve Knapp	Senior Consultant (Power Analytic)	400	\$ 72.57	\$ 29,029.79
10	Lyle Rawlings	Project Specialist (CCMT)	300	\$ 84.50	\$ 25,349.95
10	Steve Knapp	Senior Consultant (Power Analytics)	40	\$ 72.57	\$ 2,902.98
TOTAL ESTIMATED HOURS			1,792		

SUPPORT STAFF					
TASK	STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
TOTAL ESTIMATED HOURS					

TOTAL SALARY (BARE COST)					\$ 139,820.78
OVERHEAD @ 138% OF BARE COST					\$ 192,952.68
SUBTOTAL - SALARY + OVERHEAD					\$ 332,773.46
FIXED FEE @ 0% OF BARE COST + OVERHEAD					\$ -
DIRECT EXPENSES ITEMIZED					
Currently estimated at 3.75% of Bare Cost + Overhead					\$ 12,479.00
TOTAL DIRECT EXPENSES					\$ 12,479.00
TOTAL					\$ 345,252.46

### PERSONNEL TEAM DETAIL

**FIRM:** Macan Deve

TECHNICAL STAFF					
TASK	STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
TOTAL ESTIMATED HOURS					

SUPPORT STAFF					
TASK	STAFF PERSON/ CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
1	Katie Donahue	Document Control	1,600	\$ 35.00	\$ 56,000.00
TOTAL ESTIMATED HOURS			1,600		

TOTAL SALARY (BARE COST)		\$	56,000.00	
OVERHEAD @ 130% OF BARE COST		\$	72,800.00	
SUBTOTAL - SALARY + OVERHEAD		\$	128,800.00	
FIXED FEE @ 0% OF BARE COST + OVERHEAD		\$	-	
DIRECT EXPENSES ITEMIZED				
Currently estimated at 3.75% of Bare Cost + Overhead		\$	4,830.00	
TOTAL DIRECT EXPENSES		\$	4,830.00	
TOTAL		\$	133,630.00	

NRV JERSEY TRANSIT CORPORATION  
REQUEST FOR PROPOSAL NO. 16-001  
ATTACHMENT C-5  
STAFFING SCHEDULE BY FIRM

FIRM: AECOM

STAFF PERSON OR CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	HOURLY RATE	TASK	TASK	TASK	TASK	TASK	TASK	TASK	TASK	TASK	TASK	TASK	TASK	TOTAL DIRECT LABOR COST	(INDIRECT LABOR COST (OVERHEAD) @ 13% N)	TOTAL LABOR COST		
			1 HRS	2 HRS	3 HRS	4 HRS	5 HRS	6 HRS	7 HRS	8 HRS	9 HRS	10 HRS	11 HRS	12 HRS	13 HRS	14 HRS	15 HRS		
Ayubade Kafi, PE	Project Manager	\$ 113.89	240	600	60	0	0	0	100	0	160	0	0	0	\$ 189,057.40	\$ 260,899.21	\$ 449,956.61		
Edward Himezali	Deputy Project Manager	\$ 80.00	420	600	120	0	0	0	180	0	80	0	0	0	\$ 491,111.4000	\$ 181,939.20	\$ 313,779.20		
Peter Totten, PE	Quality / Safety Manager	\$ 109.15	0	0	0	0	0	0	40	0	0	0	0	0	\$ 4,366.00	\$ 6,025.08	\$ 10,391.08		
Peter Gregory, CSP	Quality / Safety Manager	\$ 61.81	80	0	0	0	0	0	0	0	0	0	0	0	\$ 4,944.80	\$ 6,823.82	\$ 11,768.62		
Frank Busio	Senior Engineer	\$ 85.00	0	39	0	0	0	0	0	0	0	0	39	0	\$ 6,530.00	\$ 9,149.40	\$ 15,779.40		
Richard Falcon	Senior Engineer	\$ 90.00	0	0	0	0	0	0	0	0	0	0	0	0	\$ 7,020.00	\$ 9,687.60	\$ 16,707.60		
Carlos Campillo	Senior Engineer	\$ 75.19	0	0	0	0	0	0	308	0	0	0	0	0	\$ 23,158.52	\$ 31,958.76	\$ 55,117.28		
Riad Habib	Procurement Specialist	\$ 59.83	0	0	0	0	0	0	0	0	0	0	77	231	\$ 18,427.64	\$ 25,430.14	\$ 43,857.78		
Eduardo Gamel, PhD	Senior Engineer	\$ 67.46	72	0	0	0	0	0	280	0	0	0	0	0	\$ 24,083.72	\$ 33,224.84	\$ 57,318.06		
Robert Brownstein	Project Specialist	\$ 107.20	0	0	0	0	0	0	0	0	0	0	0	0	\$ 6,462.00	\$ 8,917.56	\$ 15,379.56		
Kenny Bimetta, PE	Senior Engineer	\$ 60.10	0	40	0	0	0	0	0	0	0	0	0	0	\$ 2,404.00	\$ 3,317.52	\$ 5,721.52		
Andrew Agopian	Senior Engineer	\$ 75.43	0	320	0	0	0	0	0	0	0	0	0	0	\$ 27,154.80	\$ 37,473.62	\$ 64,628.42		
Samuel Moriger	Engineer	\$ 31.29	0	840	0	0	0	0	0	0	0	0	0	0	\$ 26,283.60	\$ 36,271.37	\$ 62,554.97		
James Butchak	Senior Consultant	\$ 96.44	0	800	0	0	0	0	0	0	0	0	116	0	\$ 88,879.04	\$ 121,907.88	\$ 210,246.92		
James Choi, PE	Senior Engineer	\$ 52.98	0	1300	0	0	0	0	0	0	0	0	0	0	\$ 68,872.00	\$ 95,046.12	\$ 163,920.12		
Ed Guratowski, PE	Senior Engineer	\$ 74.05	0	200	0	0	0	0	0	0	0	0	0	0	\$ 14,810.00	\$ 20,437.80	\$ 35,247.80		
Tunc Gundogdu, PE	Senior Engineer	\$ 55.00	369	0	60	0	0	0	0	0	0	0	0	0	\$ 23,610.61	\$ 32,596.47	\$ 56,217.10		
Jay Bayerdorfer, PE	Cost Estimator	\$ 89.33	0	0	120	0	0	0	0	0	0	0	0	0	\$ 10,719.60	\$ 14,793.05	\$ 25,512.65		
Joel Fisch, PE	Senior Engineer	\$ 80.14	0	811	0	0	0	0	0	0	0	0	308	0	\$ 69,616.66	\$ 123,753.79	\$ 213,430.45		
April Thompson, PE	Senior Engineer	\$ 53.76	0	246	0	0	0	0	0	0	0	0	80	0	\$ 17,335.76	\$ 24,185.55	\$ 41,511.31		
Total			1686	6035	360	0	0	0	608	308	240	0	622	77	291	40	\$ 785,397.67	\$ 1,083,848.78	\$ 1,869,246.45

NEW JERSEY TRANSIT CORPORATION  
REQUEST FOR PROPOSAL NO. 18-001  
ATTACHMENT C-5  
STAFFING SCHEDULE BY FIRM

FIRM: PB

STAFF PERSON OR CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	HOURLY RATE	TASK 1 HRS	TASK 2 HRS	TASK 3 HRS	TASK 4 HRS	TASK 5 HRS	TASK 6 HRS	TASK 7 HRS	TASK 8 HRS	TASK 9 HRS	TASK 10 HRS	TASK 11 HRS	TASK 12 HRS	TASK 13 HRS	TASK 14 HRS	TASK 15 HRS	TOTAL DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ 35.4%	TOTAL LABOR COST
Bob Fisher	Senior Consultant (PB)	\$ 113.73	0	150	0	0	0	0	0	0	0	300	0	0	0	0	0	\$ 51,178.50	\$ 78,972.36	\$ 130,150.86
Roger Lemos	Principal Engineer (PB)	\$ 101.32	150	200	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 35,462.00	\$ 54,685.95	\$ 90,147.95
TOTAL			150	350	0	0	0	0	0	0	0	300	0	0	0	0	0	\$ 86,640.50	\$ 133,658.32	\$ 210,298.82

NEW JERSEY TRANSIT CORPORATION  
REQUEST FOR PROPOSAL NO. 16-001  
ATTACHMENT C3  
STAFFING SCHEDULE BY FIRM

FIRM: IPERC

STAFF PERSON OR CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	HOURLY															TOTAL DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ 10% %	TOTAL LABOR COST		
		TASK 1 HRS	TASK 2 HRS	TASK 3 HRS	TASK 4 HRS	TASK 5 HRS	TASK 6 HRS	TASK 7 HRS	TASK 8 HRS	TASK 9 HRS	TASK 10 HRS	TASK 11 HRS	TASK 12 HRS	TASK 13 HRS	TASK 14 HRS	TASK 15 HRS					
Darrell Masson, PhD, PE	Senior Consultant (IPERC)	5	156.09	0	120	0	0	0	0	40	0	0	0	0	0	0	0	5	24,974.68	2,637.07	51,345.45
Aura Lee Keating	Design Team Leader (IPERC)	5	49.08	0	116	0	0	0	0	39	0	0	0	0	0	0	0	5	7,607.02	8,031.09	15,640.91
Peter Curtis, PhD, PE	Principal Engineer 1 (IPERC)	5	117.13	0	116	0	0	0	0	39	0	0	0	0	0	0	0	5	18,154.58	18,169.42	37,224.00
Scott Roberts	Principal Engineer 2 (IPERC)	5	82.27	0	27	0	0	0	0	0	0	0	0	0	0	0	0	5	6,334.70	6,668.80	13,003.50
TOTAL		0	449	0	0	0	0	0	0	118	0	0	0	0	0	0	0	3	57,071.78	60,262.09	117,333.86



STAFF PERSON ON CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	HOURLY RATE	TASK	TASK	TASK	TASK	TASK	TASK	TASK	TASK	TASK	TASK	TASK	TASK	TOTAL DIRECT COST	INDIRECT LABOR COST (OVERHEAD) @ 135 %	TOTAL LABOR COST		
			1 HRS	2 HRS	3 HRS	4 HRS	5 HRS	6 HRS	7 HRS	8 HRS	9 HRS	10 HRS	L1 HRS	L2 HRS	L3 HRS			L4 HRS	L5 HRS
Timothy McDevine	Senior Consultant - (Navajun)	\$ 71.63	D	120	D	0	0	0	0	0	0	0	0	68	0	5	13,196.84	\$ 4,330.55	43,300.39
Edward Dobrowski	Design/Planning Team Leader	\$ 105.00	D	0	0	0	0	0	0	0	0	0	0	0	0	5	7,875.00	\$ 9,487.55	17,762.45
Robert Zogg	Senior Consultant - (Navajun)	\$ 71.63	D	600	0	0	0	0	0	0	0	0	0	0	0	5	4,297.80	\$ 5,356.31	9,654.11
Matthew Blizard, PE	Principal Engineer (Navajun)	\$ 79.33	D	0	0	0	0	0	0	0	0	0	0	0	0	5	12,692.80	\$ 15,937.08	28,629.88
Cedric Lamontagne	Principal Engineer (Navajun)	\$ 79.33	D	40	0	0	0	0	0	0	0	0	0	0	0	5	3,173.47	\$ 3,964.37	7,137.84
TOTAL			0	835	0	0	0	0	0	0	0	0	0	148	0	5	85,915.84	\$ 107,875.93	193,791.77

NEW JERSEY TRANSIT CORPORATION  
REQUEST FOR PROPOSAL NO. 16-001  
ATTACHMENT C.5  
STAFFING SCHEDULE BY FIRM

FIRM: Green by Design

STAFF PERSON OR CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	HOURLY RATE	TASK 1 HRS	TASK 2 HRS	TASK 3 HRS	TASK 4 HRS	TASK 5 HRS	TASK 6 HRS	TASK 7 HRS	TASK 8 HRS	TASK 9 HRS	TASK 10 HRS	TASK 11 HRS	TASK 12 HRS	TASK 13 HRS	TASK 14 HRS	TASK 15 HRS	TOTAL DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ 15% %	TOTAL LABOR COST
Adam Zolner	Senior Consultant (GEO)	\$ 74.58	0	0	0	0	0	40	0	0	0	40	0	0	0	0	0	\$ 5,966.76	\$ 9,248.48	\$ 15,215.23
TOTAL			0	0	0	0	0	40	0	0	0	40	0	0	0	0	0	\$ 5,966.76	\$ 9,248.48	\$ 15,215.23

NEW JERSEY TRANSIT CORPORATION  
REQUEST FOR PROPOSAL NO. 16-001  
ATTACHMENT C.5  
STAFFING SCHEDULE BY FIRM

FIRM: KCMIS

STAFF PERSON OR CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	HOURLY RATE	TASK 1 HRS	TASK 2 HRS	TASK 3 HRS	TASK 4 HRS	TASK 5 HRS	TASK 6 HRS	TASK 7 HRS	TASK 8 HRS	TASK 9 HRS	TASK 10 HRS	TASK 11 HRS	TASK 12 HRS	TASK 13 HRS	TASK 14 HRS	TASK 15 HRS	TOTAL DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ 116 %	TOTAL LABOR COST
Kevin Mahan	Cost Estimator (ICMS)	\$ 63.68	0	0	0	811	0	0	0	0	0	0	0	0	0	0	0	\$ 51,644.48	\$ 60,072.86	\$ 111,717.34
TOTAL			0	0	0	811	0	0	0	0	0	0	0	0	0	0	0	\$ 51,644.48	\$ 60,072.86	\$ 111,717.34

NEW JERSEY TRANSIT CORPORATION  
REQUEST FOR PROPOSAL NO. 16-001  
ATTACHMENT C.5  
STAFFING SCHEDULE BY FIRM

FIRM: AG Consulting

STAFF PERSON OR CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	HOURLY RATE	TASK 1 HRS	TASK 2 HRS	TASK 3 HRS	TASK 4 HRS	TASK 5 HRS	TASK 6 HRS	TASK 7 HRS	TASK 8 HRS	TASK 9 HRS	TASK 10 HRS	TASK 11 HRS	TASK 12 HRS	TASK 13 HRS	TASK 14 HRS	TASK 15 HRS	TOTAL DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ 137 %	TOTAL LABOR COST
Gerardo Aguileta	Engineer (AG-M/M/VE)	\$ 35,000	0	489	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 17,118.78	\$ 23,452.21	\$ 40,571.51
Arnold Chen, PE	Engineer (AG-M/M/VE)	\$ 35,000	0	192	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 6,720.00	\$ 9,206.40	\$ 15,926.40
TOTAL			0	681	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 23,838.78	\$ 32,658.61	\$ 56,497.39

NEW JERSEY TRANSIT CORPORATION  
REQUEST FOR PROPOSAL NO. 16-001  
ATTACHMENT C-5  
STAFFING SCHEDULE BY FIRM

FIRM: GTS

STAFF PERSON OR CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	HOURLY RATE	TASK 1 HRS	TASK 2 HRS	TASK 3 HRS	TASK 4 HRS	TASK 5 HRS	TASK 6 HRS	TASK 7 HRS	TASK 8 HRS	TASK 9 HRS	TASK 10 HRS	TASK 11 HRS	TASK 12 HRS	TASK 13 HRS	TASK 14 HRS	TASK 15 HRS	TOTAL DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ 124 %	TOTAL LABOR COST
Fredrick Voss, P.E. PLS	Principal Engineer (GTS)	41.73	0	1500	0	0	0	0	0	0	0	0	0	0	0	0	0	62,600.25	77,693.17	140,293.42
TOTAL			0	1500	0	0	0	0	0	0	0	0	0	0	0	0	0	62,600.25	77,693.17	140,293.42

NEW JERSEY TRANSIT CORPORATION  
REQUEST FOR PROPOSAL NO. 16-001  
ATTACHMENT C-5  
STAFFING SCHEDULE BY FIRM

FIRM: Radin

STAFF PERSON OR CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	HOURLY RATE	TASK 1	TASK 2	TASK 3	TASK 4	TASK 5	TASK 6	TASK 7	TASK 8	TASK 9	TASK 10	TASK 11	TASK 12	TASK 13	TASK 14	TASK 15	TOTAL DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ 15% %	TOTAL LABOR COST				
			1 HRS	2 HRS	3 HRS	4 HRS	5 HRS	6 HRS	7 HRS	8 HRS	9 HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS						
Chitra Radin	Lead Environ Design/Plan	\$ 105.00	0	0	0	150	80	120	0	0	0	0	0	0	0	0	0	0	5	36,750.00	5	57,024.98	5	93,774.98
Jane Davy	Environ Design/Planning	\$ 53.00	0	0	0	150	120	160	0	0	0	0	0	0	0	0	0	0	5	22,790.00	5	35,363.24	5	58,153.24
TOTAL			0	0	0	300	200	280	0	0	0	0	0	0	0	0	0	0	5	59,540.00	5	92,388.22	5	151,928.22

NEW JERSEY TRANSIT CORPORATION  
REQUEST FOR PROPOSAL NO. 16-001  
ATTACHMENT C.5  
STAFFING SCHEDULE BY FIRM

FIRM: Robinson

STAFF PERSON OR CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	HOURLY RATE	TASK 1 HRS	TASK 2 HRS	TASK 3 HRS	TASK 4 HRS	TASK 5 HRS	TASK 6 HRS	TASK 7 HRS	TASK 8 HRS	TASK 9 HRS	TASK 10 HRS	TASK 11 HRS	TASK 12 HRS	TASK 13 HRS	TASK 14 HRS	TASK 15 HRS	TOTAL DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ 148 %	TOTAL LABOR COST
Adam Decker, CP	Lead Surveyor (RAS - M/M)	\$ 60.50	0	600	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 36,300.00	\$ 53,724.00	\$ 90,024.00
TOTAL			0	600	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 36,300.00	\$ 53,724.00	\$ 90,024.00

NEW JERSEY TRANSIT CORPORATION  
REQUEST FOR PROPOSAL NO. 16-001  
ATTACHMENT C-5  
STAFFING SCHEDULE BY FIRM

FIRM: COMT

STAFF PERSON OR CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	HOURLY RATE	TASK 1 HRS	TASK 2 HRS	TASK 3 HRS	TASK 4 HRS	TASK 5 HRS	TASK 6 HRS	TASK 7 HRS	TASK 8 HRS	TASK 9 HRS	TASK 10 HRS	TASK 11 HRS	TASK 12 HRS	TASK 13 HRS	TASK 14 HRS	TASK 15 HRS	TOTAL DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ 138 %	TOTAL LABOR COST
Lyle Rawlings	Project Specialist (CCMT)	\$ 84.50	0	692	0	0	0	0	0	0	0	300	0	0	0	0	0	\$ 24,064.17	\$ 115,676.89	\$ 199,500.73
James Sherman, Esq.	Supervising Engineer (CC)	\$ 66.84	0	360	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 23,937.77	\$ 33,208.56	\$ 57,272.73
Steve Knapp	Senior Consultant (Power)	\$ 72.57	0	400	0	0	0	0	0	0	0	40	0	0	0	0	0	\$ 31,992.77	\$ 44,067.23	\$ 76,060.00
TOTAL			0	1452	0	0	0	0	0	0	0	340	0	0	0	0	0	\$ 139,820.78	\$ 192,952.68	\$ 332,773.46



NEW JERSEY TRANSIT CORPORATION  
REQUEST FOR PROPOSAL NO. 16-001  
ATTACHMENT C-5  
STAFFING SCHEDULE BY FIRM

FIRM: Macan Drex

STAFF PERSON OR CLASSIFICATION	PROJECT TITLE OR DISCIPLINE	HOURLY RATE	TASK 1 HRS	TASK 2 HRS	TASK 3 HRS	TASK 4 HRS	TASK 5 HRS	TASK 6 HRS	TASK 7 HRS	TASK 8 HRS	TASK 9 HRS	TASK 10 HRS	TASK 11 HRS	TASK 12 HRS	TASK 13 HRS	TASK 14 HRS	TASK 15 HRS	TOTAL DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ 130 %	TOTAL LABOR COST
Karin Donahue	Critical Staff (Macan Drex)	\$ 35.00	1600	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 56,000.00	\$ 72,800.00	\$ 128,800.00
TOTAL			1600	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 56,000.00	\$ 72,800.00	\$ 128,800.00

NEW JERSEY TRANSIT CORPORATION  
REQUEST FOR PROPOSAL NO. 16-001  
ATTACHMENT C-1  
COST AND FEE FIRM RECAP - TEAM SUMMARY

FIRM	MAN HOURS	TOTAL DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ Various Rates*	SUBTOTAL	FIXED FEE@ 0%	DIRECT EXPENSES	TOTAL COST
AECOM	10,267	\$ 785,398	\$ 1,083,849	\$ 1,869,246	0%	\$ 70,097	\$ 1,939,343
PB	800	\$ 86,641	\$ 133,608	\$ 220,249	0%	\$ 8,259	\$ 228,508
IPERC	547	\$ 57,072	\$ 60,262	\$ 117,334	0%	\$ 4,400	\$ 121,734
Navigant	1,143	\$ 85,916	\$ 107,876	\$ 193,792	0%	\$ 7,267	\$ 201,059
GbD	80	\$ 5,967	\$ 9,248	\$ 15,215	0%	\$ 571	\$ 15,786
JCMS	811	\$ 51,644	\$ 60,073	\$ 111,717	0%	\$ 4,189	\$ 115,907
AG	681	\$ 23,839	\$ 32,659	\$ 56,498	0%	\$ 2,119	\$ 58,617
GTS	1,500	\$ 62,600	\$ 77,693	\$ 140,293	0%	\$ 5,261	\$ 145,554
Radin	780	\$ 59,540	\$ 92,388	\$ 151,928	0%	\$ 5,697	\$ 157,626
Robinson	600	\$ 36,300	\$ 53,724	\$ 90,024	0%	\$ 3,376	\$ 93,400
CCMT	1,792	\$ 139,821	\$ 192,953	\$ 332,773	0%	\$ 12,479	\$ 345,252
Macan Deve	1,600	\$ 56,000	\$ 72,800	\$ 128,800	0%	\$ 4,830	\$ 133,630
Total	20,602	\$ 1,450,737	\$ 1,977,134	\$ 3,427,870		\$ 128,545	\$ 3,556,416

\* The following overhead rates are used for each firm:

FIRM	OH Rates
AECOM	138.00%
PB	154.21%
IPERC	105.59%
Navigant	125.56%
GbD	155.00%
JCMS	116.32%
AG	137.00%
GTS	124.11%
Radin	155.17%
Robinson	148.00%
CCMT	138.00%
Macan Deve	130.00%

**NJ TRANSIT AGREEMENT No. 16-001  
DESIGN, ENGINEERING, CONSTRUCTION ASSISTANCE AND OTHER  
TECHNICAL SERVICES FOR THE NJ TRANSITGRID**

**EXHIBIT C – TRAVEL AND BUSINESS REIMBURSEMENT GUIDELINES**

**FY 2015 Per Diem Rates - Effective October 1, 2014**

STATE	DESTINATION	COUNTY / LOCATION DEFINED	SEASON BEGIN	SEASON END	FY2015 Lodging Rate	FY2015 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.				\$83	\$46
AL	Birmingham	Jefferson / Shelby			\$92	\$56
AL	Gulf Shores	Baldwin	October 1	February 28	\$100	\$51
AL	Gulf Shores	Baldwin	March 1	July 31	\$128	\$51
AL	Gulf Shores	Baldwin	August 1	September 30	\$100	\$51
AL	Huntsville	Madison / Limestone			\$86	\$51
AL	Mobile	Mobile	October 1	December 31	\$86	\$51
AL	Mobile	Mobile	January 1	February 28	\$95	\$51
AL	Mobile	Mobile	March 1	September 30	\$86	\$51
AR	Hot Springs	Garland			\$100	\$46
AR	Little Rock	Pulaski			\$89	\$61
AZ	Grand Canyon / Flagstaff	Coconino / Yavapai less the city of Sedona	October 1	February 28	\$83	\$66
AZ	Grand Canyon / Flagstaff	Coconino / Yavapai less the city of Sedona	March 1	September 30	\$112	\$66
AZ	Kayenta	Navajo			\$109	\$61
AZ	Phoenix / Scottsdale	Maricopa	October 1	December 31	\$106	\$71
AZ	Phoenix / Scottsdale	Maricopa	January 1	March 31	\$141	\$71
AZ	Phoenix / Scottsdale	Maricopa	April 1	May 31	\$113	\$71
AZ	Phoenix / Scottsdale	Maricopa	June 1	August 31	\$83	\$71
AZ	Phoenix / Scottsdale	Maricopa	September 1	September 30	\$106	\$71
AZ	Sedona	City Limits of Sedona	October 1	February 28	\$131	\$66
AZ	Sedona	City Limits of Sedona	March 1	May 31	\$150	\$66
AZ	Sedona	City Limits of Sedona	June 1	September 30	\$131	\$66
AZ	Tucson	Pima	October 1	January 31	\$86	\$56
AZ	Tucson	Pima	February 1	May 31	\$100	\$56
AZ	Tucson	Pima	June 1	August 31	\$83	\$56
AZ	Tucson	Pima	September 1	September 30	\$86	\$56
CA	Antioch / Brentwood / Concord	Contra Costa			\$122	\$66
CA	Bakersfield / Ridgecrest	Kern			\$92	\$51
CA	Barstow / Ontario / Victorville	San Bernardino			\$98	\$56
CA	Death Valley	Inyo			\$100	\$46
CA	Eureka / Arcata / McKinleyville	Humboldt	October 1	June 30	\$91	\$61
CA	Eureka / Arcata / McKinleyville	Humboldt	July 1	August 31	\$109	\$61
CA	Eureka / Arcata / McKinleyville	Humboldt	September 1	September 30	\$91	\$61
CA	Fresno	Fresno			\$89	\$61
CA	Los Angeles	Los Angeles / Orange / Ventura / Edwards AFB less the city of Santa Monica			\$138	\$71
CA	Mammoth Lakes	Mono	October 1	November 30	\$102	\$61
CA	Mammoth Lakes	Mono	December 1	March 31	\$128	\$61

**FY 2015 Per Diem Rates - Effective October 1, 2014**

STATE	DESTINATION	COUNTY / LOCATION DEFINED	SEASON BEGIN	SEASON END	FY2015 Lodging Rate	FY2015 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.					
CA	Mammoth Lakes	Mono	April 1	September 30	\$83	\$46
CA	Mill Valley / San Rafael / Novato	Marin			\$102	\$61
CA	Modesto	Stanislaus			\$133	\$56
CA	Monterey	Monterey	October 1	June 30	\$85	\$51
CA	Monterey	Monterey	July 1	August 31	\$131	\$71
CA	Monterey	Monterey	September 1	September 30	\$166	\$71
CA	Napa	Napa	October 1	November 30	\$131	\$71
CA	Napa	Napa	December 1	January 31	\$171	\$66
CA	Napa	Napa	February 1	September 30	\$131	\$66
CA	Oakhurst	Madera	October 1	May 31	\$171	\$66
CA	Oakhurst	Madera	June 1	August 31	\$87	\$56
CA	Oakhurst	Madera	September 1	September 30	\$111	\$56
CA	Oakland	Alameda			\$87	\$56
CA	Palm Springs	Riverside	October 1	December 31	\$124	\$61
CA	Palm Springs	Riverside	January 1	May 31	\$110	\$71
CA	Palm Springs	Riverside	June 1	September 30	\$128	\$71
CA	Point Arena / Gualala	Mendocino			\$90	\$71
CA	Redding	Shasta			\$96	\$66
CA	Sacramento	Sacramento			\$89	\$61
CA	San Diego	San Diego			\$107	\$61
CA	San Francisco	San Francisco			\$142	\$71
CA	San Francisco	San Francisco	October 1	October 31	\$251	\$71
CA	San Francisco	San Francisco	November 1	December 31	\$209	\$71
CA	San Francisco	San Francisco	January 1	August 31	\$219	\$71
CA	San Francisco	San Francisco	September 1	September 30	\$251	\$71
CA	San Luis Obispo	San Luis Obispo			\$111	\$66
CA	San Mateo / Foster City / Belmont	San Mateo			\$155	\$61
CA	Santa Barbara	Santa Barbara	October 1	June 30	\$151	\$66
CA	Santa Barbara	Santa Barbara	July 1	August 31	\$200	\$66
CA	Santa Barbara	Santa Barbara	September 1	September 30	\$151	\$66
CA	Santa Cruz	Santa Cruz	October 1	May 31	\$128	\$66
CA	Santa Cruz	Santa Cruz	June 1	August 31	\$168	\$66
CA	Santa Cruz	Santa Cruz	September 1	September 30	\$128	\$66
CA	Santa Monica	City limits of Santa Monica	October 1	December 31	\$190	\$71
CA	Santa Monica	City limits of Santa Monica	January 1	May 31	\$202	\$71
CA	Santa Monica	City limits of Santa Monica	June 1	August 31	\$230	\$71
CA	Santa Monica	City limits of Santa Monica	September 1	September 30	\$190	\$71
CA	Santa Rosa	Sonoma			\$121	\$61
CA	South Lake Tahoe	El Dorado			\$114	\$71
CA	Stockton	San Joaquin			\$93	\$56
CA	Sunnyvale / Palo Alto / San Jose	Santa Clara			\$162	\$56

**FY 2015 Per Diem Rates - Effective October 1, 2014**

STATE	DESTINATION	COUNTY / LOCATION DEFINED	SEASON BEGIN	SEASON END	FY2015 Lodging Rate	FY2015 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.					
CA	Tahoe City	Placer			\$83	\$46
CA	Truckee	Nevada			\$87	\$61
CA	Visalia / Lemoore	Tulare / Kings			\$106	\$71
CA	West Sacramento / Davis	Yolo			\$88	\$61
CA	Yosemite National Park	Mariposa	October 1	November 30	\$108	\$51
CA	Yosemite National Park	Mariposa	December 1	May 31	\$90	\$71
CA	Yosemite National Park	Mariposa	June 1	August 31	\$113	\$71
CA	Yosemite National Park	Mariposa	September 1	September 30	\$124	\$71
CO	Aspen	Pitkin	October 1	November 30	\$90	\$71
CO	Aspen	Pitkin	December 1	March 31	\$116	\$71
CO	Aspen	Pitkin	April 1	May 31	\$270	\$71
CO	Aspen	Pitkin	June 1	August 31	\$117	\$71
CO	Aspen	Pitkin	September 1	September 30	\$201	\$71
CO	Boulder / Broomfield	Boulder / Broomfield			\$116	\$71
CO	Colorado Springs	El Paso			\$114	\$61
CO	Cortez	Montezuma	October 1	May 31	\$89	\$66
CO	Cortez	Montezuma	June 1	September 30	\$88	\$51
CO	Crested Butte / Gunnison	Gunnison			\$111	\$51
CO	Denver / Aurora	Denver / Adams / Arapahoe / Jefferson			\$95	\$51
CO	Douglas	Douglas			\$163	\$66
CO	Durango	La Plata	October 1	May 31	\$108	\$61
CO	Durango	La Plata	June 1	September 30	\$97	\$61
CO	Fort Collins / Loveland	Larimer			\$141	\$61
CO	Montrose	Montrose			\$98	\$56
CO	Silverthorne / Breckenridge	Summit	October 1	November 30	\$87	\$56
CO	Silverthorne / Breckenridge	Summit	December 1	March 31	\$94	\$56
CO	Silverthorne / Breckenridge	Summit	April 1	May 31	\$138	\$56
CO	Silverthorne / Breckenridge	Summit	June 1	September 30	\$83	\$56
CO	Steamboat Springs	Routt	October 1	November 30	\$94	\$56
CO	Steamboat Springs	Routt	December 1	March 31	\$99	\$56
CO	Steamboat Springs	Routt	April 1	September 30	\$172	\$56
CO	Telluride	San Miguel	October 1	November 30	\$99	\$56
CO	Telluride	San Miguel	December 1	March 31	\$127	\$71
CO	Telluride	San Miguel	April 1	May 31	\$334	\$71
CO	Telluride	San Miguel	June 1	September 30	\$136	\$71
CO	Vail	Eagle	October 1	November 30	\$174	\$71
CO	Vail	Eagle	December 1	March 31	\$116	\$71
CO	Vail	Eagle	April 1	June 30	\$312	\$71
CO	Vail	Eagle	July 1	August 31	\$126	\$71
CO	Vail	Eagle	September 1	September 30	\$151	\$71
CO	Vail	Eagle			\$116	\$71

**FY 2015 Per Diem Rates - Effective October 1, 2014**

STATE	DESTINATION	COUNTY / LOCATION DEFINED	SEASON BEGIN	SEASON END	FY2015 Lodging Rate	FY2015 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.					
CT	Bridgeport / Danbury	Fairfield			\$83	\$46
CT	Cromwell / Old Saybrook	Middlesex			\$125	\$71
CT	Hartford	Hartford			\$93	\$61
CT	New Haven	New Haven			\$116	\$56
CT	New London / Groton	New London			\$94	\$61
DC	District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)	October 1	October 31	\$222	\$71
DC	District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)	November 1	February 28	\$177	\$71
DC	District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)	March 1	June 30	\$229	\$71
DC	District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)	July 1	August 31	\$162	\$71
DC	District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)	September 1	September 30	\$222	\$71
DE	Dover	Kent	October 1	April 30	\$83	\$46
DE	Dover	Kent	May 1	September 30	\$101	\$46
DE	Lewes	Sussex	October 1	June 30	\$88	\$46
DE	Lewes	Sussex	July 1	August 31	\$137	\$46
DE	Lewes	Sussex	September 1	September 30	\$88	\$46

**FY 2015 Per Diem Rates - Effective October 1, 2014**

STATE	DESTINATION	COUNTY / LOCATION DEFINED	SEASON BEGIN	SEASON END	FY2015 Lodging Rate	FY2015 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.				\$83	\$46
DE	Wilmington	New Castle			\$ 120	\$ 56
FL	Boca Raton / Delray Beach / Jupiter	Palm Beach / Hendry	October 1	December 31	\$ 97	\$ 71
FL	Boca Raton / Delray Beach / Jupiter	Palm Beach / Hendry	January 1	April 30	\$ 157	\$ 71
FL	Boca Raton / Delray Beach / Jupiter	Palm Beach / Hendry	May 1	September 30	\$ 97	\$ 71
FL	Bradenton	Manatee	October 1	January 31	\$ 83	\$ 56
FL	Bradenton	Manatee	February 1	March 31	\$ 119	\$ 56
FL	Bradenton	Manatee	April 1	September 30	\$ 83	\$ 56
FL	Cocoa Beach	Brevard			\$ 105	\$ 51
FL	Daytona Beach	Volusia	October 1	January 31	\$ 83	\$ 51
FL	Daytona Beach	Volusia	February 1	March 31	\$ 110	\$ 51
FL	Daytona Beach	Volusia	April 1	July 31	\$ 90	\$ 51
FL	Daytona Beach	Volusia	August 1	September 30	\$ 83	\$ 51
FL	Fort Lauderdale	Broward	October 1	December 31	\$ 134	\$ 71
FL	Fort Lauderdale	Broward	January 1	March 31	\$ 188	\$ 71
FL	Fort Lauderdale	Broward	April 1	May 31	\$ 140	\$ 71
FL	Fort Lauderdale	Broward	June 1	September 30	\$ 109	\$ 71
FL	Fort Myers	Lee	October 1	December 31	\$ 93	\$ 56
FL	Fort Myers	Lee	January 1	April 30	\$ 142	\$ 56
FL	Fort Myers	Lee	May 1	September 30	\$ 93	\$ 56
FL	Fort Walton Beach / De Funiak Springs	Okaloosa / Walton	October 1	October 31	\$ 129	\$ 51
FL	Fort Walton Beach / De Funiak Springs	Okaloosa / Walton	November 1	February 28	\$ 86	\$ 51
FL	Fort Walton Beach / De Funiak Springs	Okaloosa / Walton	March 1	May 31	\$ 145	\$ 51
FL	Fort Walton Beach / De Funiak Springs	Okaloosa / Walton	June 1	July 31	\$ 196	\$ 51
FL	Fort Walton Beach / De Funiak Springs	Okaloosa / Walton	August 1	September 30	\$ 129	\$ 51
FL	Gainesville	Alachua			\$ 94	\$ 51
FL	Gulf Breeze	Santa Rosa	October 1	May 31	\$ 83	\$ 51
FL	Gulf Breeze	Santa Rosa	June 1	July 31	\$ 108	\$ 51
FL	Gulf Breeze	Santa Rosa	August 1	September 30	\$ 83	\$ 51
FL	Key West	Monroe	October 1	November 30	\$ 183	\$ 71
FL	Key West	Monroe	December 1	January 31	\$ 230	\$ 71
FL	Key West	Monroe	February 1	March 31	\$ 279	\$ 71
FL	Key West	Monroe	April 1	September 30	\$ 183	\$ 71
FL	Miami	Miami-Dade	October 1	December 31	\$ 152	\$ 66
FL	Miami	Miami-Dade	January 1	March 31	\$ 203	\$ 66
FL	Miami	Miami-Dade	April 1	May 31	\$ 146	\$ 66



**FY 2015 Per Diem Rates - Effective October 1, 2014**

STATE	DESTINATION	COUNTY / LOCATION DEFINED	SEASON BEGIN	SEASON END	FY2015 Lodging Rate	FY2015 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.				\$83	\$46
FL	Miami	Miami-Dade	June 1	September 30	\$119	\$66
FL	Naples	Collier	October 1	December 31	\$136	\$61
FL	Naples	Collier	January 1	April 30	\$203	\$61
FL	Naples	Collier	May 1	September 30	\$116	\$61
FL	Orlando	Orange			\$115	\$56
FL	Panama City	Bay	October 1	February 28	\$83	\$51
FL	Panama City	Bay	March 1	July 31	\$119	\$51
FL	Panama City	Bay	August 1	September 30	\$83	\$51
FL	Pensacola	Escambia	October 1	February 28	\$94	\$46
FL	Pensacola	Escambia	March 1	August 31	\$121	\$46
FL	Pensacola	Escambia	September 1	September 30	\$94	\$46
FL	Punta Gorda	Charlotte	October 1	January 31	\$83	\$51
FL	Punta Gorda	Charlotte	February 1	March 31	\$123	\$51
FL	Punta Gorda	Charlotte	April 1	September 30	\$83	\$51
FL	Sarasota	Sarasota	October 1	December 31	\$92	\$56
FL	Sarasota	Sarasota	January 1	April 30	\$126	\$56
FL	Sarasota	Sarasota	May 1	September 30	\$92	\$56
FL	Sebring	Highlands			\$99	\$46
FL	St. Augustine	St. Johns			\$107	\$56
FL	Stuart	Martin			\$91	\$51
FL	Tallahassee	Leon	October 1	December 31	\$88	\$46
FL	Tallahassee	Leon	January 1	April 30	\$104	\$46
FL	Tallahassee	Leon	May 1	September 30	\$88	\$46
FL	Tampa / St. Petersburg	Pinellas / Hillsborough	October 1	December 31	\$104	\$51
FL	Tampa / St. Petersburg	Pinellas / Hillsborough	January 1	February 28	\$115	\$51
FL	Tampa / St. Petersburg	Pinellas / Hillsborough	March 1	September 30	\$104	\$51
FL	Vero Beach	Indian River	October 1	January 31	\$109	\$51
FL	Vero Beach	Indian River	February 1	April 30	\$155	\$51
FL	Vero Beach	Indian River	May 1	September 30	\$109	\$51
GA	Athens	Clarke			\$91	\$46
GA	Atlanta	Fulton / Dekalb / Cobb			\$135	\$56
GA	Augusta	Richmond			\$91	\$51
GA	Jekyll Island / Brunswick	Glynn	October 1	October 31	\$148	\$56
GA	Jekyll Island / Brunswick	Glynn	November 1	February 28	\$110	\$56
GA	Jekyll Island / Brunswick	Glynn	March 1	September 30	\$148	\$56
GA	Savannah	Chatham			\$101	\$56
IA	Cedar Rapids	Linn			\$88	\$51
IA	Dallas	Dallas			\$114	\$51
IA	Des Moines	Polk			\$97	\$51
ID	Bonner's Ferry / Sandpoint	Bonner / Boundary / Shoshone	October 1	June 30	\$83	\$61

**FY 2015 Per Diem Rates - Effective October 1, 2014**

STATE	DESTINATION	COUNTY / LOCATION DEFINED	SEASON BEGIN	SEASON END	FY2015 Lodging Rate	FY2015 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.				\$83	\$46
ID	Bonner's Ferry / Sandpoint	Bonner / Boundary / Shoshone	July 1	August 31	\$ 101	\$ 61
ID	Bonner's Ferry / Sandpoint	Bonner / Boundary / Shoshone	September 1	September 30	\$ 83	\$ 61
ID	Coeur d'Alene	Kootenai	October 1	May 31	\$ 85	\$ 61
ID	Coeur d'Alene	Kootenai	June 1	August 31	\$ 124	\$ 61
ID	Coeur d'Alene	Kootenai	September 1	September 30	\$ 85	\$ 61
ID	Driggs / Idaho Falls	Bonneville / Fremont / Teton			\$ 86	\$ 46
ID	Sun Valley / Ketchum	Blaine / Elmore			\$ 99	\$ 71
IL	Bolingbrook / Romeoville / Lemont	Will			\$ 90	\$ 51
IL	Chicago	Cook / Lake	October 1	November 30	\$ 194	\$ 71
IL	Chicago	Cook / Lake	December 1	February 28	\$ 132	\$ 71
IL	Chicago	Cook / Lake	March 1	April 30	\$ 159	\$ 71
IL	Chicago	Cook / Lake	May 1	August 31	\$ 192	\$ 71
IL	Chicago	Cook / Lake	September 1	September 30	\$ 194	\$ 71
IL	O'Fallon / Fairview Heights / Collinsville	Bond / Calhoun / Clinton / Jersey / Macoupin / Madison / Monroe / St. Clair			\$ 115	\$ 56
IL	Oak Brook Terrace	DuPage			\$ 103	\$ 61
IL	Springfield	Sangamon			\$ 89	\$ 56
IN	Bloomington	Monroe			\$ 104	\$ 56
IN	Ft. Wayne	Allen			\$ 88	\$ 56
IN	Hammond / Munster / Merrillville	Lake			\$ 96	\$ 46
IN	Indianapolis / Carmel	Marion / Hamilton			\$ 98	\$ 61
IN	Lafayette / West Lafayette	Tippecanoe			\$ 88	\$ 51
IN	South Bend	St. Joseph			\$ 90	\$ 56
KS	Kansas City / Overland Park	Wyandotte / Johnson / Leavenworth			\$ 106	\$ 61
KS	Wichita	Sedgwick			\$ 93	\$ 56
KY	Boone	Boone			\$ 92	\$ 51
KY	Kenton	Kenton			\$ 132	\$ 56
KY	Lexington	Fayette			\$ 97	\$ 61
KY	Louisville	Jefferson	October 1	January 31	\$ 106	\$ 61
KY	Louisville	Jefferson	February 1	May 31	\$ 121	\$ 61
KY	Louisville	Jefferson	June 1	September 30	\$ 106	\$ 61
LA	Alexandria / Leesville / Natchitoches	Allen / Jefferson Davis / Natchitoches / Rapides / Vernon Parishes			\$ 86	\$ 61
LA	Baton Rouge	East Baton Rouge Parish			\$ 94	\$ 56
LA	Covington / Slidell	St. Tammany Parish			\$ 90	\$ 56
LA	New Orleans	Orleans / St. Bernard / Jefferson / Plaquemine Parishes	October 1	December 31	\$ 154	\$ 71
LA	New Orleans	Orleans / St. Bernard / Jefferson / Plaquemine Parishes	January 1	June 30	\$ 151	\$ 71

**FY 2015 Per Diem Rates - Effective October 1, 2014**

STATE	DESTINATION	COUNTY / LOCATION DEFINED	SEASON BEGIN	SEASON END	FY2015 Lodging Rate	FY2015 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.				\$83	\$46
LA	New Orleans	Orleans / St. Bernard / Jefferson / Plaquemine Parishes	July 1	September 30	\$ 107	\$ 71
MA	Andover	Essex			\$ 101	\$ 56
MA	Boston / Cambridge	Suffolk, city of Cambridge	October 1	October 31	\$ 258	\$ 71
MA	Boston / Cambridge	Suffolk, city of Cambridge	November 1	March 31	\$ 179	\$ 71
MA	Boston / Cambridge	Suffolk, city of Cambridge	April 1	June 30	\$ 231	\$ 71
MA	Boston / Cambridge	Suffolk, city of Cambridge	July 1	August 31	\$ 210	\$ 71
MA	Boston / Cambridge	Suffolk, city of Cambridge	September 1	September 30	\$ 258	\$ 71
MA	Burlington / Woburn	Middlesex less the city of Cambridge			\$ 127	\$ 71
MA	Falmouth	City limits of Falmouth	October 1	June 30	\$ 110	\$ 51
MA	Falmouth	City limits of Falmouth	July 1	August 31	\$ 184	\$ 51
MA	Falmouth	City limits of Falmouth	September 1	September 30	\$ 110	\$ 51
MA	Hyannis	Barnstable less the city of Falmouth	October 1	June 30	\$ 97	\$ 56
MA	Hyannis	Barnstable less the city of Falmouth	July 1	August 31	\$ 157	\$ 56
MA	Hyannis	Barnstable less the city of Falmouth	September 1	September 30	\$ 97	\$ 56
MA	Martha's Vineyard	Dukes	October 1	June 30	\$ 124	\$ 71
MA	Martha's Vineyard	Dukes	July 1	August 31	\$ 265	\$ 71
MA	Martha's Vineyard	Dukes	September 1	September 30	\$ 124	\$ 71
MA	Nantucket	Nantucket	October 1	May 31	\$ 137	\$ 61
MA	Nantucket	Nantucket	June 1	September 30	\$ 289	\$ 61
MA	Northampton	Hampshire			\$ 106	\$ 56
MA	Pittsfield	Berkshire			\$ 122	\$ 61
MA	Plymouth / Taunton / New Bedford	Plymouth / Bristol			\$ 99	\$ 56
MA	Quincy	Norfolk			\$ 133	\$ 51
MA	Springfield	Hampden			\$ 104	\$ 51
MA	Worcester	Worcester			\$ 106	\$ 61
MD	Aberdeen / Bel Air / Belcamp	Harford			\$ 94	\$ 56
MD	Annapolis	Anne Arundel	October 1	October 31	\$ 121	\$ 61
MD	Annapolis	Anne Arundel	November 1	April 30	\$ 100	\$ 61
MD	Annapolis	Anne Arundel	May 1	September 30	\$ 121	\$ 61
MD	Baltimore County	Baltimore			\$ 98	\$ 61
MD	Baltimore City	Baltimore City	October 1	November 30	\$ 153	\$ 71
MD	Baltimore City	Baltimore City	December 1	February 28	\$ 118	\$ 71
MD	Baltimore City	Baltimore City	March 1	August 31	\$ 150	\$ 71
MD	Baltimore City	Baltimore City	September 1	September 30	\$ 153	\$ 71
MD	Cambridge / St. Michaels	Dorchester / Talbot	October 1	May 31	\$ 124	\$ 61
MD	Cambridge / St. Michaels	Dorchester / Talbot	June 1	August 31	\$ 170	\$ 61
MD	Cambridge / St. Michaels	Dorchester / Talbot	September 1	September 30	\$ 124	\$ 61
MD	Centreville	Queen Anne	October 1	October 31	\$ 121	\$ 51
MD	Centreville	Queen Anne	November 1	January 31	\$ 105	\$ 51

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STATE	DESTINATION	COUNTY / LOCATION DEFINED	SEASON BEGIN	SEASON END	FY2015 Lodging Rate	FY2015 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.				\$83	\$46
MD	Centreville	Queen Anne	February 1	September 30	\$ 121	\$ 51
MD	Columbia	Howard			\$ 102	\$ 61
MD	Frederick	Frederick			\$ 99	\$ 56
MD	Lexington Park / Leonardtown / Lusby	St. Mary's / Calvert			\$ 94	\$ 61
MD	Ocean City	Worcester	October 1	May 31	\$ 85	\$ 71
MD	Ocean City	Worcester	June 1	August 31	\$ 193	\$ 71
MD	Ocean City	Worcester	September 1	September 30	\$ 85	\$ 71
ME	Bar Harbor	Hancock	October 1	October 31	\$ 124	\$ 61
ME	Bar Harbor	Hancock	November 1	March 31	\$ 83	\$ 61
ME	Bar Harbor	Hancock	April 1	June 30	\$ 107	\$ 61
ME	Bar Harbor	Hancock	July 1	August 31	\$ 168	\$ 61
ME	Bar Harbor	Hancock	September 1	September 30	\$ 124	\$ 61
ME	Kennebunk / Kittery / Sanford	York	October 1	November 30	\$ 96	\$ 56
ME	Kennebunk / Kittery / Sanford	York	December 1	March 31	\$ 83	\$ 56
ME	Kennebunk / Kittery / Sanford	York	April 1	June 30	\$ 89	\$ 56
ME	Kennebunk / Kittery / Sanford	York	July 1	August 31	\$ 129	\$ 56
ME	Kennebunk / Kittery / Sanford	York	September 1	September 30	\$ 96	\$ 56
ME	Portland	Cumberland / Sagadahoc	October 1	October 31	\$ 124	\$ 56
ME	Portland	Cumberland / Sagadahoc	November 1	June 30	\$ 99	\$ 56
ME	Portland	Cumberland / Sagadahoc	July 1	August 31	\$ 142	\$ 56
ME	Portland	Cumberland / Sagadahoc	September 1	September 30	\$ 124	\$ 56
ME	Rockport	Knox	October 1	June 30	\$ 85	\$ 56
ME	Rockport	Knox	July 1	August 31	\$ 108	\$ 56
ME	Rockport	Knox	September 1	September 30	\$ 85	\$ 56
MI	Ann Arbor	Washtenaw			\$ 105	\$ 56
MI	Benton Harbor / St. Joseph / Stevensville	Berrien			\$ 91	\$ 51
MI	Detroit	Wayne			\$ 109	\$ 56
MI	East Lansing / Lansing	Ingham / Eaton			\$ 91	\$ 51
MI	Grand Rapids	Kent			\$ 96	\$ 51
MI	Holland	Ottawa			\$ 98	\$ 56
MI	Kalamazoo / Battle Creek	Kalamazoo / Calhoun			\$ 89	\$ 51
MI	Mackinac Island	Mackinac	October 1	June 30	\$ 83	\$ 66
MI	Mackinac Island	Mackinac	July 1	August 31	\$ 99	\$ 66
MI	Mackinac Island	Mackinac	September 1	September 30	\$ 83	\$ 66
MI	Midland	Midland			\$ 97	\$ 46
MI	Muskegon	Muskegon	October 1	May 31	\$ 83	\$ 46
MI	Muskegon	Muskegon	June 1	August 31	\$ 106	\$ 46
MI	Muskegon	Muskegon	September 1	September 30	\$ 83	\$ 46

**FY 2015 Per Diem Rates - Effective October 1, 2014**

STATE	DESTINATION	COUNTY / LOCATION DEFINED	SEASON BEGIN	SEASON END	FY2015 Lodging Rate	FY2015 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.				\$83	\$46
MI	Petoskey	Emmet	October 1	June 30	\$85	\$51
MI	Petoskey	Emmet	July 1	August 31	\$116	\$51
MI	Petoskey	Emmet	September 1	September 30	\$85	\$51
MI	Pontiac / Auburn Hills	Oakland			\$96	\$56
MI	South Haven	Van Buren	October 1	May 31	\$83	\$56
MI	South Haven	Van Buren	June 1	August 31	\$104	\$56
MI	South Haven	Van Buren	September 1	September 30	\$83	\$56
MI	Traverse City / Leland	Grand Traverse / Leelanau	October 1	June 30	\$88	\$51
MI	Traverse City / Leland	Grand Traverse / Leelanau	July 1	August 31	\$151	\$51
MI	Traverse City / Leland	Grand Traverse / Leelanau	September 1	September 30	\$88	\$51
MN	Duluth	St. Louis	October 1	June 30	\$97	\$56
MN	Duluth	St. Louis	July 1	August 31	\$125	\$56
MN	Duluth	St. Louis	September 1	September 30	\$97	\$56
MN	Eagan / Burnsville / Mendota Heights	Dakota			\$89	\$56
MN	Minneapolis / St. Paul	Hennepin / Ramsey			\$135	\$71
MN	Rochester	Olmsted			\$112	\$51
MO	Kansas City	Jackson / Clay / Cass / Platte			\$106	\$61
MO	St. Louis	St. Louis / St. Louis City / St. Charles / Crawford / Franklin / Jefferson / Lincoln / Warren / Washington			\$115	\$66
MS	Hattiesburg	Forrest / Lamar			\$87	\$51
MS	Oxford	Lafayette			\$102	\$51
MS	Southaven	Desoto			\$96	\$46
MS	Starkville	Oktibbeha			\$98	\$46
MT	Big Sky / West Yellowstone	Gallatin	October 1	May 31	\$86	\$61
MT	Big Sky / West Yellowstone	Gallatin	June 1	September 30	\$125	\$61
MT	Butte	Silver Bow			\$88	\$51
MT	Glendive / Sidney	Dawson / Richland			\$161	\$56
MT	Helena	Lewis and Clark			\$89	\$56
MT	Missoula / Polson / Kalispell	Missoula / Lake / Flathead	October 1	June 30	\$92	\$51
MT	Missoula / Polson / Kalispell	Missoula / Lake / Flathead	July 1	August 31	\$128	\$51
MT	Missoula / Polson / Kalispell	Missoula / Lake / Flathead	September 1	September 30	\$92	\$51
NC	Asheville	Buncombe			\$102	\$51
NC	Atlantic Beach / Morehead City	Carteret	October 1	May 31	\$83	\$56
NC	Atlantic Beach / Morehead City	Carteret	June 1	August 31	\$112	\$56
NC	Atlantic Beach / Morehead City	Carteret	September 1	September 30	\$83	\$56
NC	Chapel Hill	Orange			\$97	\$56
NC	Charlotte	Mecklenburg			\$110	\$51
NC	Durham	Durham			\$92	\$51

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STATE	DESTINATION	COUNTY / LOCATION DEFINED	SEASON BEGIN	SEASON END	FY2015 Lodging Rate	FY2015 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.				\$83	\$46
NC	Fayetteville	Cumberland			\$99	\$51
NC	Greensboro	Guilford	October 1	October 31	\$97	\$56
NC	Greensboro	Guilford	November 1	January 31	\$89	\$56
NC	Greensboro	Guilford	February 1	September 30	\$97	\$56
NC	Kill Devil	Dare	October 1	March 31	\$93	\$61
NC	Kill Devil	Dare	April 1	May 31	\$107	\$61
NC	Kill Devil	Dare	June 1	August 31	\$162	\$61
NC	Kill Devil	Dare	September 1	September 30	\$93	\$61
NC	New Bern / Havelock	Craven			\$90	\$46
NC	Raleigh	Wake			\$98	\$66
NC	Wilmington	New Hanover			\$94	\$56
ND	Dickinson / Beulah	Stark / Mercer / Billings			\$118	\$56
ND	Minot	Ward			\$102	\$56
ND	Williston	Williams / Mountrail / McKenzie			\$161	\$56
NE	Omaha	Douglas			\$102	\$61
NH	Concord	Merrimack			\$88	\$51
NH	Conway	Carroll	October 1	February 28	\$119	\$61
NH	Conway	Carroll	March 1	June 30	\$99	\$61
NH	Conway	Carroll	July 1	August 31	\$158	\$61
NH	Conway	Carroll	September 1	September 30	\$119	\$61
NH	Durham	Strafford			\$97	\$46
NH	Laconia	Belknap	October 1	October 31	\$112	\$51
NH	Laconia	Belknap	November 1	May 31	\$84	\$51
NH	Laconia	Belknap	June 1	September 30	\$112	\$51
NH	Lebanon / Lincoln / West Lebanon	Grafton / Sullivan			\$115	\$56
NH	Manchester	Hillsborough			\$92	\$56
NH	Portsmouth	Rockingham	October 1	June 30	\$106	\$61
NH	Portsmouth	Rockingham	July 1	August 31	\$140	\$61
NH	Portsmouth	Rockingham	September 1	September 30	\$106	\$61
NJ	Atlantic City / Ocean City / Cape May	Atlantic / Cape May			\$94	\$66
NJ	Belle Mead	Somerset			\$135	\$56
NJ	Cherry Hill / Moorestown	Camden / Burlington			\$97	\$61
NJ	Eatontown / Freehold	Monmouth			\$103	\$56
NJ	Edison / Piscataway	Middlesex			\$109	\$51
NJ	Flemington	Hunterdon			\$114	\$61
NJ	Newark	Essex / Bergen / Hudson / Passaic			\$134	\$61
NJ	Parsippany	Morris			\$136	\$56
NJ	Princeton / Trenton	Mercer			\$127	\$61

**FY 2015 Per Diem Rates - Effective October 1, 2014**

STATE	DESTINATION	COUNTY / LOCATION DEFINED	SEASON BEGIN	SEASON END	FY2015 Lodging Rate	FY2015 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.				\$83	\$46
NJ	Springfield / Cranford / New Providence	Union			\$ 115	\$ 56
NJ	Toms River	Ocean	October 1	May 31	\$ 83	\$ 51
NJ	Toms River	Ocean	June 1	August 31	\$ 93	\$ 51
NJ	Toms River	Ocean	September 1	September 30	\$ 83	\$ 51
NM	Carlsbad	Eddy	October 1	March 31	\$ 127	\$ 51
NM	Carlsbad	Eddy	April 1	June 30	\$ 120	\$ 51
NM	Carlsbad	Eddy	July 1	September 30	\$ 127	\$ 51
NM	Las Cruces	Dona Ana			\$ 91	\$ 56
NM	Los Alamos	Los Alamos			\$ 86	\$ 51
NM	Santa Fe	Santa Fe			\$ 94	\$ 71
NM	Taos	Taos			\$ 92	\$ 66
NV	Incline Village / Reno / Sparks	Washoe	October 1	June 30	\$ 95	\$ 51
NV	Incline Village / Reno / Sparks	Washoe	July 1	August 31	\$ 130	\$ 51
NV	Incline Village / Reno / Sparks	Washoe	September 1	September 30	\$ 95	\$ 51
NV	Las Vegas	Clark			\$ 96	\$ 71
NV	Stateline / Carson City	Douglas / Carson City			\$ 87	\$ 61
NY	Albany	Albany			\$ 111	\$ 61
NY	Binghamton / Owego	Broome / Tioga			\$ 97	\$ 46
NY	Buffalo	Erie			\$ 108	\$ 56
NY	Floral Park / Garden City / Great Neck	Nassau			\$ 149	\$ 66
NY	Glens Falls	Warren	October 1	June 30	\$ 101	\$ 66
NY	Glens Falls	Warren	July 1	August 31	\$ 159	\$ 66
NY	Glens Falls	Warren	September 1	September 30	\$ 101	\$ 66
NY	Ithaca / Waterloo / Romulus	Tompkins / Seneca			\$ 115	\$ 46
NY	Kingston	Ulster			\$ 112	\$ 66
NY	Lake Placid	Essex	October 1	November 30	\$ 117	\$ 61
NY	Lake Placid	Essex	December 1	February 28	\$ 129	\$ 61
NY	Lake Placid	Essex	March 1	June 30	\$ 105	\$ 61
NY	Lake Placid	Essex	July 1	August 31	\$ 166	\$ 61
NY	Lake Placid	Essex	September 1	September 30	\$ 117	\$ 61
NY	New York City	Bronx / Kings / New York / Queens / Richmond	October 1	December 31	\$ 304	\$ 71
NY	New York City	Bronx / Kings / New York / Queens / Richmond	January 1	February 28	\$ 197	\$ 71
NY	New York City	Bronx / Kings / New York / Queens / Richmond	March 1	June 30	\$ 268	\$ 71
NY	New York City	Bronx / Kings / New York / Queens / Richmond	July 1	August 31	\$ 235	\$ 71

**FY 2015 Per Diem Rates - Effective October 1, 2014**

STATE	DESTINATION	COUNTY / LOCATION DEFINED	SEASON BEGIN	SEASON END	FY2015 Lodging Rate	FY2015 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.				\$83	\$46
NY	New York City	Bronx / Kings / New York / Queens / Richmond	September 1	September 30	\$ 304	\$ 71
NY	Niagara Falls	Niagara	October 1	June 30	\$ 83	\$ 51
NY	Niagara Falls	Niagara	July 1	August 31	\$ 108	\$ 51
NY	Niagara Falls	Niagara	September 1	September 30	\$ 83	\$ 51
NY	Nyack / Palisades	Rockland			\$ 110	\$ 61
NY	Poughkeepsie	Dutchess			\$ 105	\$ 66
NY	Riverhead / Ronkonkoma / Melville	Suffolk			\$ 121	\$ 71
NY	Rochester	Monroe			\$ 105	\$ 51
NY	Saratoga Springs / Schenectady	Saratoga / Schenectady	October 1	June 30	\$ 116	\$ 56
NY	Saratoga Springs / Schenectady	Saratoga / Schenectady	July 1	August 31	\$ 178	\$ 56
NY	Saratoga Springs / Schenectady	Saratoga / Schenectady	September 1	September 30	\$ 116	\$ 56
NY	Syracuse / Oswego	Onondaga / Oswego			\$ 96	\$ 56
NY	Tarrytown / White Plains / New Rochelle	Westchester			\$ 145	\$ 71
NY	Troy	Rensselaer			\$ 102	\$ 51
NY	Watertown	Jefferson			\$ 96	\$ 56
NY	West Point	Orange			\$ 106	\$ 51
OH	Akron	Summit			\$ 104	\$ 51
OH	Canton	Stark			\$ 109	\$ 51
OH	Cincinnati	Hamilton / Clermont			\$ 132	\$ 56
OH	Cleveland	Cuyahoga			\$ 119	\$ 56
OH	Columbus	Franklin			\$ 106	\$ 56
OH	Dayton / Fairborn	Greene / Darke / Montgomery			\$ 89	\$ 56
OH	Hamilton	Butler / Warren			\$ 98	\$ 51
OH	Medina / Wooster	Wayne / Medina			\$ 95	\$ 51
OH	Mentor	Lake			\$ 94	\$ 46
OH	Sandusky / Bellevue	Erie / Huron			\$ 94	\$ 46
OH	Youngstown	Mahoning / Trumbull			\$ 95	\$ 51
OK	Enid	Garfield			\$ 109	\$ 56
OK	Oklahoma City	Oklahoma			\$ 94	\$ 66
OR	Beaverton	Washington			\$ 114	\$ 51
OR	Bend	Deschutes	October 1	June 30	\$ 104	\$ 61
OR	Bend	Deschutes	July 1	August 31	\$ 144	\$ 61
OR	Bend	Deschutes	September 1	September 30	\$ 104	\$ 61
OR	Clackamas	Clackamas			\$ 97	\$ 61
OR	Eugene / Florence	Lane			\$ 99	\$ 51
OR	Lincoln City	Lincoln	October 1	June 30	\$ 95	\$ 56
OR	Lincoln City	Lincoln	July 1	August 31	\$ 123	\$ 56
OR	Lincoln City	Lincoln	September 1	September 30	\$ 95	\$ 56



**FY 2015 Per Diem Rates - Effective October 1, 2014**

STATE	DESTINATION	COUNTY / LOCATION DEFINED	SEASON BEGIN	SEASON END	FY2015 Lodging Rate	FY2015 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.					
OR	Portland	Multnomah			\$83	\$46
OR	Seaside	Clatsop	October 1	June 30	\$137	\$66
OR	Seaside	Clatsop	July 1	August 31	\$100	\$51
OR	Seaside	Clatsop	September 1	September 30	\$148	\$51
PA	Allentown / Easton / Bethlehem	Lehigh / Northampton			\$100	\$51
PA	Bucks	Bucks			\$88	\$51
PA	Chester / Radnor / Essington	Delaware			\$99	\$71
PA	Erie	Erie			\$95	\$51
PA	Gettysburg	Adams	October 1	October 31	\$91	\$46
PA	Gettysburg	Adams	November 1	March 31	\$105	\$51
PA	Gettysburg	Adams	April 1	September 30	\$83	\$51
PA	Harrisburg	Dauphin County excluding Hershey			\$105	\$51
PA	Hershey	Hershey	October 1	May 31	\$108	\$51
PA	Hershey	Hershey	June 1	August 31	\$103	\$51
PA	Hershey	Hershey	September 1	September 30	\$154	\$51
PA	Lancaster	Lancaster			\$103	\$51
PA	Malvern / Frazer / Berwyn	Chester			\$100	\$56
PA	Mechanicsburg	Cumberland			\$122	\$51
PA	Montgomery	Montgomery			\$91	\$56
PA	Philadelphia	Philadelphia	October 1	November 30	\$125	\$66
PA	Philadelphia	Philadelphia	December 1	February 28	\$166	\$66
PA	Philadelphia	Philadelphia	March 1	June 30	\$139	\$66
PA	Philadelphia	Philadelphia	July 1	August 31	\$171	\$66
PA	Philadelphia	Philadelphia	September 1	September 30	\$142	\$66
PA	Pittsburgh	Allegheny			\$166	\$66
PA	Reading	Berks			\$128	\$71
PA	Scranton	Lackawanna			\$94	\$56
PA	State College	Centre			\$89	\$56
RI	East Greenwich / Warwick / North Kingstown	Kent / Washington			\$87	\$56
RI	Jamestown / Middletown / Newport	Newport	October 1	October 31	\$91	\$56
RI	Jamestown / Middletown / Newport	Newport	November 1	April 30	\$165	\$71
RI	Jamestown / Middletown / Newport	Newport	May 1	September 30	\$96	\$71
RI	Providence / Bristol	Providence / Bristol			\$165	\$71
SC	Aiken	Aiken			\$131	\$71
SC	Charleston	Charleston / Berkeley / Dorchester	October 1	October 31	\$88	\$46
SC	Charleston	Charleston / Berkeley / Dorchester	November 1	February 28	\$157	\$56
SC	Charleston	Charleston / Berkeley / Dorchester	March 1	May 31	\$142	\$56
SC	Charleston	Charleston / Berkeley / Dorchester	June 1	September 30	\$186	\$56
SC	Columbia	Richland / Lexington			\$157	\$56
					\$94	\$51

**FY 2015 Per Diem Rates - Effective October 1, 2014**

STATE	DESTINATION	COUNTY / LOCATION DEFINED	SEASON BEGIN	SEASON END	FY2015 Lodging Rate	FY2015 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.				\$83	\$46
SC	Hilton Head	Beaufort	October 1	March 31	\$104	\$61
SC	Hilton Head	Beaufort	April 1	July 31	\$133	\$61
SC	Hilton Head	Beaufort	August 1	September 30	\$104	\$61
SC	Myrtle Beach	Horry	October 1	March 31	\$83	\$51
SC	Myrtle Beach	Horry	April 1	May 31	\$101	\$51
SC	Myrtle Beach	Horry	June 1	August 31	\$143	\$51
SC	Myrtle Beach	Horry	September 1	September 30	\$83	\$51
SD	Hot Springs	Fall River / Custer	October 1	October 31	\$89	\$46
SD	Hot Springs	Fall River / Custer	November 1	May 31	\$83	\$46
SD	Hot Springs	Fall River / Custer	June 1	August 31	\$128	\$46
SD	Hot Springs	Fall River / Custer	September 1	September 30	\$89	\$46
SD	Rapid City	Pennington	October 1	May 31	\$83	\$51
SD	Rapid City	Pennington	June 1	August 31	\$133	\$51
SD	Rapid City	Pennington	September 1	September 30	\$83	\$51
SD	Sturgis / Spearfish	Meade / Butte / Lawrence	October 1	May 31	\$83	\$51
SD	Sturgis / Spearfish	Meade / Butte / Lawrence	June 1	August 31	\$113	\$51
SD	Sturgis / Spearfish	Meade / Butte / Lawrence	September 1	September 30	\$83	\$51
TN	Brentwood / Franklin	Williamson			\$107	\$56
TN	Chattanooga	Hamilton			\$94	\$56
TN	Knoxville	Knox			\$88	\$56
TN	Memphis	Shelby			\$102	\$61
TN	Nashville	Davidson	October 1	June 30	\$132	\$66
TN	Nashville	Davidson	July 1	August 31	\$123	\$66
TN	Nashville	Davidson	September 1	September 30	\$132	\$66
TN	Oak Ridge	Anderson			\$84	\$46
TX	Arlington / Fort Worth / Grapevine	Tarrant County / City of Grapevine			\$144	\$56
TX	Austin	Travis	October 1	November 30	\$126	\$71
TX	Austin	Travis	December 1	March 31	\$139	\$71
TX	Austin	Travis	April 1	September 30	\$126	\$71
TX	Big Spring	Howard			\$148	\$46
TX	College Station	Brazos			\$102	\$56
TX	Corpus Christi	Nueces			\$103	\$51
TX	Dallas	Dallas	October 1	December 31	\$125	\$71
TX	Dallas	Dallas	January 1	March 31	\$135	\$71
TX	Dallas	Dallas	April 1	September 30	\$125	\$71
TX	El Paso	El Paso			\$92	\$51
TX	Galveston	Galveston	October 1	May 31	\$95	\$56
TX	Galveston	Galveston	June 1	August 31	\$124	\$56
TX	Galveston	Galveston	September 1	September 30	\$95	\$56
TX	Greenville	Hunt County			\$84	\$51

**FY 2015 Per Diem Rates - Effective October 1, 2014**

STATE	DESTINATION	COUNTY / LOCATION DEFINED	SEASON BEGIN	SEASON END	FY2015 Lodging Rate	FY2015 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.				\$83	\$46
TX	Houston (L.B. Johnson Space Center)	Montgomery / Fort Bend / Harris	October 1	May 31	\$ 132	\$ 71
TX	Houston (L.B. Johnson Space Center)	Montgomery / Fort Bend / Harris	June 1	September 30	\$ 121	\$ 71
TX	Laredo	Webb			\$ 98	\$ 56
TX	McAllen	Hidalgo			\$ 88	\$ 56
TX	Midland	Midland	October 1	March 31	\$ 162	\$ 56
TX	Midland	Midland	April 1	May 31	\$ 172	\$ 56
TX	Midland	Midland	June 1	September 30	\$ 162	\$ 56
TX	Pearsall	Frio / Medina / La Salle			\$ 137	\$ 46
TX	Plano	Collin			\$ 108	\$ 61
TX	Round Rock	Williamson			\$ 93	\$ 51
TX	San Angelo	Tom Green	October 1	March 31	\$ 147	\$ 51
TX	San Angelo	Tom Green	April 1	May 31	\$ 126	\$ 51
TX	San Antonio	Tom Green	June 1	September 30	\$ 147	\$ 51
TX	San Antonio	Bexar			\$ 115	\$ 66
TX	South Padre Island	Cameron	October 1	May 31	\$ 88	\$ 56
TX	South Padre Island	Cameron	June 1	July 31	\$ 112	\$ 56
TX	South Padre Island	Cameron	August 1	September 30	\$ 88	\$ 56
TX	Waco	McLennan			\$ 89	\$ 51
UT	Moab	Grand	October 1	October 31	\$ 130	\$ 56
UT	Moab	Grand	November 1	February 28	\$ 83	\$ 56
UT	Moab	Grand	March 1	September 30	\$ 130	\$ 56
UT	Park City	Summit	October 1	November 30	\$ 115	\$ 71
UT	Park City	Summit	December 1	March 31	\$ 246	\$ 71
UT	Park City	Summit	April 1	September 30	\$ 115	\$ 71
UT	Provo	Utah			\$ 87	\$ 51
UT	Salt Lake City	Salt Lake / Tooele	October 1	December 31	\$ 106	\$ 61
UT	Salt Lake City	Salt Lake / Tooele	January 1	March 31	\$ 117	\$ 61
UT	Salt Lake City	Salt Lake / Tooele	April 1	September 30	\$ 106	\$ 61
VA	Abingdon	Washington			\$ 96	\$ 46
VA	Blacksburg	Montgomery			\$ 96	\$ 46
VA	Charlottesville	City of Charlottesville / Albemarle / Greene			\$ 125	\$ 56
VA	Fredericksburg	City of Fredericksburg / Spotsylvania / Stafford / Caroline			\$ 84	\$ 56
VA	Loudoun	Loudoun			\$ 96	\$ 61
VA	Lynchburg	Campbell / Lynchburg City			\$ 90	\$ 51
VA	Norfolk / Portsmouth	Cities of Norfolk / Portsmouth			\$ 87	\$ 61
VA	Prince William / Manassas	Prince William / City of Manassas			\$ 85	\$ 56

**FY 2015 Per Diem Rates - Effective October 1, 2014**

STATE	DESTINATION	COUNTY / LOCATION DEFINED	SEASON BEGIN	SEASON END	FY2015 Lodging Rate	FY2015 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.					
VA	Richmond	City of Richmond			\$83	\$46
VA	Roanoke	City limits of Roanoke			\$113	\$66
VA	Virginia Beach	City of Virginia Beach			\$102	\$51
VA	Virginia Beach	City of Virginia Beach	October 1	May 31	\$94	\$56
VA	Virginia Beach	City of Virginia Beach	June 1	August 31	\$172	\$56
VA	Virginia Beach	City of Virginia Beach	September 1	September 30	\$94	\$56
VA	Wallops Island	Accomack	October 1	June 30	\$92	\$56
VA	Wallops Island	Accomack	July 1	August 31	\$147	\$56
VA	Wallops Island	Accomack	September 1	September 30	\$92	\$56
VA	Warrenton	Fauquier			\$108	\$46
VA	Williamsburg / York	James City / York Counties / City of Williamsburg	October 1	March 31	\$83	\$51
VA	Williamsburg / York	James City / York Counties / City of Williamsburg	April 1	August 31	\$96	\$51
VA	Williamsburg / York	James City / York Counties / City of Williamsburg	September 1	September 30	\$83	\$51
VT	Burlington / St. Albans / Middlebury	Chittenden / Franklin / Addison	October 1	October 31	\$125	\$66
VT	Burlington / St. Albans / Middlebury	Chittenden / Franklin / Addison	November 1	April 30	\$104	\$66
VT	Burlington / St. Albans / Middlebury	Chittenden / Franklin / Addison	May 1	September 30	\$125	\$66
VT	Manchester	Bennington	October 1	October 31	\$107	\$71
VT	Manchester	Bennington	November 1	June 30	\$90	\$71
VT	Manchester	Bennington	July 1	September 30	\$107	\$71
VT	Montpelier	Washington			\$110	\$61
VT	Stowe	Lamoille			\$125	\$71
VT	White River Junction	Windsor			\$97	\$56
WA	Anacortes / Coupeville / Oak Harbor	Skagit / Island / San Juan			\$85	\$61
WA	Everett / Lynnwood	Snohomish			\$107	\$61
WA	Ocean Shores	Grays Harbor	October 1	June 30	\$83	\$51
WA	Ocean Shores	Grays Harbor	July 1	August 31	\$104	\$51
WA	Ocean Shores	Grays Harbor	September 1	September 30	\$83	\$51
WA	Olympia / Tumwater	Thurston			\$98	\$61
WA	Port Angeles / Port Townsend	Clallam / Jefferson	October 1	June 30	\$95	\$61
WA	Port Angeles / Port Townsend	Clallam / Jefferson	July 1	August 31	\$128	\$61
WA	Port Angeles / Port Townsend	Clallam / Jefferson	September 1	September 30	\$95	\$61
WA	Richland / Pasco	Benton / Franklin			\$92	\$46
WA	Seattle	King	October 1	May 31	\$156	\$71
WA	Seattle	King	June 1	August 31	\$190	\$71
WA	Seattle	King	September 1	September 30	\$156	\$71
WA	Spokane	Spokane			\$88	\$61
WA	Tacoma	Pierce			\$109	\$61

**FY 2015 Per Diem Rates - Effective October 1, 2014**

STATE	DESTINATION	COUNTY / LOCATION DEFINED	SEASON BEGIN	SEASON END	FY2015 Lodging Rate	FY2015 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.				\$83	\$46
WA	Vancouver	Clark / Cowlitz / Skamania			\$137	\$56
WI	Appleton	Outagamie			\$88	\$46
WI	Brookfield / Racine	Waukesha / Racine			\$95	\$56
WI	Madison	Dane	October 1	October 31	\$116	\$56
WI	Madison	Dane	November 1	August 31	\$97	\$56
WI	Madison	Dane	September 1	September 30	\$116	\$56
WI	Milwaukee	Milwaukee			\$107	\$61
WI	Sheboygan	Sheboygan	October 1	May 31	\$83	\$51
WI	Sheboygan	Sheboygan	June 1	August 31	\$93	\$51
WI	Sheboygan	Sheboygan	September 1	September 30	\$83	\$51
WI	Sturgeon Bay	Door	October 1	June 30	\$83	\$56
WI	Sturgeon Bay	Door	July 1	August 31	\$90	\$56
WI	Sturgeon Bay	Door	September 1	September 30	\$83	\$56
WI	Wisconsin Dells	Columbia	October 1	May 31	\$91	\$61
WI	Wisconsin Dells	Columbia	June 1	August 31	\$110	\$61
WI	Wisconsin Dells	Columbia	September 1	September 30	\$91	\$61
WV	Charleston	Kanawha			\$105	\$51
WV	Morgantown	Monongalia			\$98	\$46
WV	Shepherdstown	Jefferson			\$86	\$56
WV	Wheeling	Ohio			\$106	\$46
WY	Cody	Park	October 1	November 30	\$93	\$51
WY	Cody	Park	December 1	March 31	\$86	\$51
WY	Cody	Park	April 1	May 31	\$96	\$51
WY	Cody	Park	June 1	September 30	\$130	\$51
WY	Evanston / Rock Springs	Sweetwater / Uinta			\$91	\$51
WY	Gillette	Campbell			\$85	\$51
WY	Jackson / Pinedale	Teton / Sublette	October 1	June 30	\$117	\$56
WY	Jackson / Pinedale	Teton / Sublette	July 1	August 31	\$179	\$56
WY	Jackson / Pinedale	Teton / Sublette	September 1	September 30	\$117	\$56

**NOTE: The first and last calendar day of travel is calculated at 75 percent.**

The M&IE rates differ by travel location. View the per diem rate for your primary destination to determine which M&IE rates apply.						
M&IE Total	\$46	\$51	\$56	\$61	\$66	\$71
Continental Breakfast/ Breakfast	\$7	\$8	\$9	\$10	\$11	\$12
Lunch	\$11	\$12	\$13	\$15	\$16	\$18
Dinner	\$23	\$26	\$29	\$31	\$34	\$36
Incidentals	\$5	\$5	\$5	\$5	\$5	\$5
First & Last Day of Travel	\$34.50	\$38.25	\$42	\$45.75	\$49.50	\$53.25

**NJ TRANSIT AGREEMENT No. 16-001  
DESIGN, ENGINEERING, CONSTRUCTION ASSISTANCE AND OTHER  
TECHNICAL SERVICES FOR THE NJ TRANSITGRID**

**EXHIBIT D – STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY  
PROVISIONS FOR PROFESSIONAL SERVICE CONTRACTS**



**NJ TRANSIT AGREEMENT No. 16-001  
DESIGN, ENGINEERING, CONSTRUCTION ASSISTANCE AND OTHER  
TECHNICAL SERVICES FOR THE NJ TRANSITGRID**

**EXHIBIT D – STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY  
PROVISIONS FOR PROFESSIONAL SERVICE CONTRACTS**

**STATE OF NEW JERSEY**

**EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS  
FOR PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

**I. BID REQUIREMENTS**

This contract is subject to the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127), and in accordance with the rules and regulations promulgated pursuant thereto, the proposer agrees to comply with the following:

At the time the signed contract is returned to NJ TRANSIT, the said proposer (contractor) shall submit one of the following three documents:

1. A Federal Affirmative Action Plan Approval which consists of a valid letter from the Office of Federal Control Compliance Programs; or
2. A Certificate of Employee Information Report from the State of New Jersey, Department of Treasury, Division of Public Contracts Equal Employment Opportunity Compliance; or
3. A Division of Public Contracts Equal Employment Opportunity Compliance Employee Information Report (Form AA-302).

A contractor shall not be eligible to submit an employee information report unless contractor certifies and agrees that it has never before applied for a certificate of employee information report in accordance with rules promulgated pursuant to N.J.S.A. 10:5-31 et seq.; and agrees to submit immediately to the Division of Public Contracts Equal Employment Opportunity Compliance a copy of the employee information report.

Contractors that have previously filed an Employee Information Report are required to apply for a renewal of the Certificate of Employee Information Report with the Department of Treasury, Division of Public Contracts Equal Employment Opportunity Compliance and submit a valid Certificate of Employee Information Report.

**(NOTE: FOR THE PURPOSE OF THIS CONTRACT THE "PUBLIC AGENCY COMPLIANCE OFFICER" REFERENCED BELOW IS NJ TRANSIT'S ASSISTANT EXECUTIVE DIRECTOR, DIVERSITY PROGRAMS AND THE "PUBLIC AGENCY" IS NJ TRANSIT.)**

**II. SUBCONTRACTS; EQUAL EMPLOYMENT GOALS**

The contractor agrees to incorporate these State of New Jersey EEO Provisions for Procurement, Professional and Service Contracts in its subcontracts for services.

In accordance with N.J.A.C. 17:27, Contractors and subcontractors are required to make a good faith effort to provide equal employment opportunity for minorities and women. Failure to make good faith efforts to provide equal employment opportunity for minorities and women may result in sanctions including fines/penalties, withholding of payment, termination of the contract, suspension/debarment or such other action as provided by law.

### **III. MANDATORY CONTRACT LANGUAGE**

#### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

#### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not 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 by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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



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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property CCAU EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

## **Procurement Staff Checklist (for federal contracts)**

Upon completion of the Required and/or Supplemental Forms packet(s), please be sure that the completed checklist and the forms listed below are included for each DBE subcontractor listed on the Form A and submitted to the Office of Business Development (OBD) for review.

**Note:** Failure to complete and submit the forms below will delay the OBD from issuing approval to move forward in the contract award process.

### **Required Forms**

- ☐ Form A - First Tier DBE Utilization
- ☐ Form A1 - Bidder/Proposer Solicitation and Contractor Information
- ☐ Form A2 - Non-DBE Sub Utilization
- ☐ Form B - Intent to Perform as a DBE Sub
- ☐ Form D - DBE Good Faith Effort Form
- ☐ Trucking Commitment Agreement (if applicable)
- ☐ Copy of NJUCP DBE and NAICS Code Certification

### **Supplemental Forms (if applicable)**

- ☐ Form AA - Second Tier DBE Utilization
- ☐ Form AA1 - Second Tier Bidder/Proposer Solicitation and Contractor Information
- ☐ Form AA2 - Second Tier Non-DBE Sub Utilization
- ☐ Form BB - Intent to Perform as a Second Tier DBE Sub
- ☐ Trucking Commitment Agreement (if applicable)
- ☐ Copy of NJUCP DBE and NAICS Code Certification

**NJ TRANSIT'S DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM  
POLICY STATEMENT**

**TO ALL NJ TRANSIT EMPLOYEES AND THE CONTRACTING COMMUNITY:**

The NEW JERSEY TRANSIT CORPORATION (NJ TRANSIT) administers its Disadvantaged Business Enterprise (DBE) Program in accordance with the U.S. Department of Transportation (USDOT) regulation 49 CFR Part 26, and hereby reaffirms and formalizes its commitment to the DBE Program, and its objective: to create a "level playing field" in NJ TRANSIT's procurement activities.

As a major provider of public transportation with thousands of employees who have extensive daily contact with the public, NJ TRANSIT recognizes its responsibility to the community that it serves. It is the policy and commitment of NJ TRANSIT not to discriminate based on race, color, national origin, or sex in the award and performance of any NJ TRANSIT contract or in the administration of its DBE Program. It is also the policy of NJ TRANSIT to ensure that DBEs have a fair opportunity to be informed about, compete for, and participate in USDOT-assisted contracts.

In keeping with this commitment and this agency's obligations under 49 CFR Part 26, NJ TRANSIT will make every effort to achieve the following objectives:

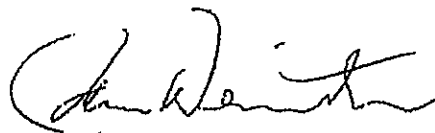
- Ensure that only firms that fully meet eligibility standards of 49 CFR Part 26 are permitted to participate as DBEs on NJ TRANSIT contracts;
- Remove barriers that may prevent some DBEs from being able to participate on NJ TRANSIT contracts; and,
- Support the development of DBE firms, so they can compete successfully in the marketplace outside of the DBE Program.

Implementation of the DBE Program is accorded the same priority as compliance with all other legal obligations required by the USDOT. Contractors/consultants shall comply with the DBE Program requirements in the award and administration of NJ TRANSIT contracts. Failure by the contractor/consultant to carry out these requirements shall constitute a breach of the contract, which could result in the termination of the contract or other such remedy, as NJ TRANSIT deems appropriate.

The VP of the Office of Civil Rights & Diversity Programs is the Disadvantaged Business Enterprise Liaison Officer (DBELO) for NJ TRANSIT and is responsible for implementing all aspects of NJ TRANSIT's DBE program and ensuring appropriate DBE participation in NJ TRANSIT's procurement activities.

NJ TRANSIT'S Board of Directors is committed to the DBE Program. All Assistant Executive Directors, General Managers, Chiefs, and their staff, and DBE and non-DBE business communities that participate in USDOT-assisted contracts all share in the responsibility for making NJ TRANSIT's DBE Program a success. This policy is disseminated to all tiers of our organization, and to the DBE and non-DBE business communities that participate in our USDOT-assisted contracts.

Date: 1/30/2013



James Weinstein  
Executive Director

Chris Christie, Governor  
Kim Guadagno, Lieutenant Governor  
Joseph D. Bertoni, Acting Board Chairman  
Veronique Hakim, Executive Director

**NJ TRANSIT**  
One Penn Plaza East  
Newark, NJ 07105-2246  
973-491-7000

**ANNOUNCEMENT  
CHANGE IN POLICY (PROOF OF DBE CERTIFICATION)  
TO ALL EMPLOYEES AND CONTRACTING COMMUNITY**

**Effective September 1, 2014, the New Jersey Unified Certification Program (NJUCP) partners will no longer issue certificates as proof of DBE certification. The certifying partners (NJDOT, PANY/NJ and NJT) will continue to issue certification letters to firms, which include the North American Industry Classification System (NAICS) codes assigned to the firm based on the business activities or services it renders. The DBE firm should retain the letter as proof of DBE certification. Bidders shall request this letter from the DBE firm(s) and submit with all other required documents in the Bid or Proposal.**

If you have any questions pertaining to this change please contact Ms. Lisa-Marie Codrington, Director of Contract Compliance at (973) 491-8941 or Mr. L. A. Hernández, Manager, Certification and Outreach at (973) 491-7530.

NEW JERSEY TRANSIT CORPORATION  
DBE REQUIREMENTS FOR  
RACE-CONSCIOUS  
FEDERAL PROCUREMENT ACTIVITIES

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**NEW JERSEY TRANSIT CORPORATION  
DBE REQUIREMENTS FOR  
RACE-CONSCIOUS  
FEDERAL PROCUREMENT ACTIVITIES**

The following pages provide Bidders/Proposers/Primes on federal contracts with New Jersey Transit (NJT), information about NJT's Disadvantaged Business Enterprise (DBE) Program, administered by the Office of Business Development (OBD). Prospective Bidders/Proposers/Primes will have an opportunity to ask questions regarding the directives contained in the DBE specifications at the pre-bid/pre-proposal conference(s). Further clarification of the DBE specifications, along with assistance in completing the forms, can be obtained by calling (973) 491-7593.

A list of certified DBE firms may be found in the NJ Unified Certification Program (NJUCP) Directory at [www.njucp.net](http://www.njucp.net).

**Note: Use of this list does not relieve the Bidder/Proposer/Prime contractor/consultant of responsibility to seek DBE participation from other sources. The list is updated daily and must be checked periodically, as firms are certified and decertified daily.**

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

## **1.1 POLICY**

As defined in the U.S. Department of Transportation (USDOT) Regulation 49 CFR Part 26, it is the policy of NJT that Disadvantaged Business Enterprises shall have the opportunity to compete for and participate in the performance of contracts financed in whole or in part with federal funds. Each subcontract a Prime signs with a subcontractor/subconsultant must include the following assurance referenced in **article 1.2**.

## **1.2 ASSURANCE**

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

### 1.3 DBE GOAL FOR THIS PROJECT

As an aid in meeting the commitment of its DBE Program, NJT is setting a *race conscious* goal of awarding \_\_\_\_\_ percent of the gross sum bid/proposal to certified NJUCP DBE firms. Should the actual contract amount increase or decrease, through approved change order(s), the assigned goal may remain. The OBD will determine if the change orders and/or contract phases will result in an adjustment to the DBE participation goal.

### 1.4 GUIDANCE TO BIDDER/PROPOSERS/PRIMES

- 1.4.1 Failure by a Bidder/Proposer/Prime to comply with any of the requirements contained herein shall result in breach of contract and it shall be subject to the appropriate penalties, remedies, or liquidated damage(s). **Refer to articles 5.6-5.7**
- 1.4.2 All required forms, including the supplemental section (**see articles 2.3-2.4**) must be submitted in accordance with the requirements. **Firms must be certified under the NJUCP at the time of contract award in order to obtain DBE credit toward the goal.**
- 1.4.3 Price alone is not an acceptable basis for rejecting a DBE subcontractor/subconsultant's bid.
- 1.4.4 The Bidder/Proposer/Prime shall, at a minimum, seek DBEs in the same geographic area in which it generally seeks subcontractors/subconsultants. However, the Bidder/Proposer/Prime may be required to expand its search under specific circumstances as determined by OBD. **Refer to article 2.0**
- 1.4.5 Agreements between a Bidder/Proposer/Prime and a DBE in which the DBE promises not to provide subcontracting quotations to other Bidder/Proposers are prohibited.
- 1.4.6 The desire of a Bidder/Proposer/Prime to self-perform the work of a contract with its own organization is not an acceptable basis to not meet the goal or demonstrate a good faith effort to do so.
- 1.4.7 The Bidder/Proposer/Prime is responsible for verifying that the DBE is certified under the appropriate NAICS code for the scope of work identified. DBE credit shall be given only for work performed in the NAICS code(s) under which the DBE is certified.
- 1.4.8 A DBE firm listed on the First-Tier DBE Utilization Form (Form A) shall constitute a binding representation to NJT, by the Bidder/Proposer/Prime, that the DBE firm is qualified, available, and certified under the appropriate and required NAICS code to perform the scope of work identified. **Refer to article 2.5a**

### 1.5 TRANSIT VEHICLE MANUFACTURERS (TVM)

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

vehicles in lieu of complying with the procedures of this section.

## 1.6 RESPONSIBLE BID/PROPOSAL CRITERIA

- 1.6.1 As a matter of responsibility, the two lowest Bidders or two highest ranked Proposers must submit the required forms, including the supplemental section (if applicable), with the bid/proposal or within seven (7) days after the bid opening or proposal due date. *NJT may grant a formal written request to extend this 7-day requirement at its sole discretion on a case-by-case basis.*
- 1.6.2 Failure to satisfactorily complete or submit all required forms when due may result in determination by NJT that the Bidder/Proposer is non-responsible and may cause rejection of the bid or proposal.
- 1.6.3 If the two lowest Bidders/highest ranked Proposers submit the DBE forms, but fail to meet the DBE goal, the OBD will consider the efforts made to determine if a Bidder/Proposer/Prime has in fact, demonstrated a good faith effort. **See article 2.0**
- 1.6.4 If it is determined that efforts were made to include DBE participation on the contract, however these efforts did not result in meeting the goal, NJT may request that additional efforts be made within 10 business days of the request. If at this time the Bidder/Proposer fails to demonstrate a good faith effort to achieve the goal, NJT shall consider awarding the contract to the next lowest bidder or highest ranked proposer who offers a reasonable price and meets the DBE goal or demonstrates a good faith effort and other bid requirements or requirements of 49 CFR Part 26.

## 2. GUIDANCE ON A GOOD FAITH EFFORT

- 2.1 To demonstrate a good faith effort to meet the DBE goal, a Bidder/Proposer/Prime shall provide written documentation in addition to Form D (article 2.3e), of the steps it has taken, prior to the bid opening/proposal due date, or during the life of the contract to obtain DBE participation. **The Bidder/Proposer/Prime can meet this requirement in either of two ways:**
  - (1) The Bidder/ Proposer/Prime can meet the goal.
  - (2) The Bidder/Proposer/Prime shall exhaust the available options referenced in **article 2.2** in making a continuous good faith effort to meet the assigned contract goal for the life of the contract.
- (a) The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.
- (b) In determining a good faith effort, the OBD will consider the **quality**, **quantity**, and **intensity** of the different kinds of efforts that the Bidder/Proposer/Prime has made. Mere *pro forma* efforts will not be considered as demonstration of good faith effort to meet the DBE contract requirements.
- (c) The Bidder/Proposer/Prime shall use good business judgment and consider a number of factors in negotiating with subcontractors/subconsultants, including DBE subcontractors/ subconsultants, and should take a firm's price and capabilities as well as contract goals into consideration. **The fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's/Proposer's failure to meet the contract DBE goal, as long as such costs are reasonable as determined by NJT. Primes are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.**



- (d) The Bidder/Proposer/Prime's **ability or desire to perform the work of a contract with its own organization (self-performance)** does not relieve the Bidder/Proposer/Prime of the responsibility to meet the goal or demonstrate a good faith effort.
- (e) The Bidder/Proposer/Prime shall not reject DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Bidder/Proposer/Prime's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Bidder/Proposer/Prime's efforts to meet the assigned project goal.
- (f) The OBD will support the Bidder/Proposer/Prime in indentifying ways to meet the assigned contract goal.

## 2.2 A GOOD FAITH EFFORT

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

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

insurance as required by NJT or the Prime contractor.

- (f) The Bidder/Proposer/Prime shall make efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (g) The Bidder/Proposer/Prime shall effectively use the services of available minority/women community organizations; minority/women Prime contractors groups; local, State and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

## 2.3 REQUIRED FORMS

- (a) **Form A - First Tier DBE Utilization:** Lists all First Tier DBE firms scheduled to participate on this contract.
- (b) **Form A1 - Bidder/Proposer Solicitation and Contractor Information:** Lists all DBE and Non-DBE sub contractor/subconsultants, including suppliers, solicited for, **and** participating on this contract.
- (c) **Form A2- Non-DBE Sub Utilization:** Lists all **DBE and Non-DBE** subcontractors/ subconsultants, including suppliers, participating on this contract.
- (d) **Form B - Intent to Perform as a DBE Sub:** Identifies the work the 1<sup>st</sup> Tier DBE intends to perform including scope of work, subcontract dollar value, etc.
- (e) **DBE Good Faith Effort Form (if applicable):** Identifies any DBE subcontractor invited to quote, but declined to do so for any reason.
- (f) **Trucking Commitment Agreement (if applicable):** Identifies all trucking firms (DBE and Non-DBE) participating on this contract, **at any tier**.
- (g) **NJ UCP DBE Certification & NAICS Code Verification:** Confirms the DBE status and NAICS code(s) of each First Tier DBE subcontractor/subconsultant.
- (h) **\*Form E - Contractor's Monthly DBE Payment Report & Payment Certification Voucher (Post-Award):** Records monthly payments issued to each DBE subcontractor/subconsultant/supplier and monthly payments issued by NJ TRANSIT to the Prime. Certifies that DBE subs have been paid for previous month's invoices.
- (i) **Form E2 – DBE's Monthly Payment Report (Post-Award):** Records monthly invoices submitted by the DBE, payments owed to the DBE on past due invoices and payments received from the prime by each DBE subcontractor/subconsultant.
- (j) **Form E1- DBE Prime's Monthly Payment Report (For DBE Prime Only):** Records monthly payments issued to each DBE Prime by NJ TRANSIT to.

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

## 2.4 SUPPLEMENTAL REQUIRED FORMS (IF APPLICABLE)

- (a) **Form AA – Second Tier DBE Utilization:** Lists all Second Tier DBE firms scheduled to participate on the

DBE sub-Prime's contract.

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

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

### (a) **Form A - First Tier DBE Utilization:**

Form A is a formal agreement between the Bidder/Proposer and the DBE(s). Replacement/removal of DBE subcontractors/subconsultants/supplier identified on Form A is prohibited after the bid or proposal is submitted to NJT. **Refer to article 4.3.** A DBE Bidder/Proposer, which lists itself on Form A, is committed to performing the work indicated with its own personnel.

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

(1) A first Tier DBE is required to perform at least 51% of its subcontract value with its own forces. Bidders/Proposers/Primes will not receive any credit for DBEs performing less than 51% and therefore must not be listed on this form.

(2) **For DBE suppliers**, identify all manufacturers, regular dealers, and brokers. If a DBE supplier is a **manufacturer**, indicate the full value of its subcontract. If a DBE supplier is a **regular dealer**, show its total contract value multiplied by 60% (Ex. \$100K x 60%= \$60K). If a DBE supplier is **neither a manufacturer nor a dealer**, indicate the fee/commission only, not the cost of materials or supplies. See **article 3.0** for direction on determining credit toward the goal.

(3) **A detailed scope of work must be provided; one-word descriptions are not acceptable.** (Ex. *Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at \$34.00 a ton*).

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

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

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

DBE Requirements for Federal Procurement Activities [rev Sept 15, 2010]

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

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

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

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

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

- (1) The Bidder/Proposer/Prime must provide interested DBEs with a copy of appropriate plans, specifications, and requirements of the contract in a timely manner to allow the DBE to prepare an appropriate price quote and submit on time.
- (2) First Tier DBEs must perform at least 51% of the total dollar value of its subcontract, with its own forces. The firm must indicate the percentage of the total portion of work to be subcontracted to DBE and non-DBE firms. The non-DBE percentage of work is not counted toward the assigned goal.
- (3) The OBD encourages DBE-to-DBE subcontracting in order to preserve DBE participation credit. **See article 3.0**
- (4) The DBE must provide a detailed scope of work; one-word descriptions are not acceptable. Descriptions should include: *type of services provided, total number of units, price per unit, total cost, etc.*

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

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

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

**(f) Trucking Commitment Agreement: (If Applicable)**

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

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

The following documents must be attached for all trucks leased: copy of lease agreement(s) established between both firms, title(s), registration card(s), insurance card(s), lease agreement(s), apportioned cab card(s) and/or hazardous material license(s) if applicable.

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

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

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

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

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

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

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

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

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

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

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

The Prime must provide a copy of the Form E2 to each DBE subcontractor/subconsultant/ supplier(s).

Beginning the subsequent month following the DBE's execution date, the DBE firm must report its monthly payment activity.

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

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

**2.6 INSTRUCTIONS FOR COMPLETING SUPPLEMENTAL REQUIRED FORMS:**

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

however, approval is required.

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

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

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

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

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

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

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

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

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

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

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

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

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

**3.0 GUIDANCE ON COUNTING DBE PARTICIPATION**

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

- (c) A DBE performs a *commercially useful function* when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved.

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

### 3.2 COUNTING DBE PARTICIPATION

3.2.1 When a DBE participates in a contract, only the value of the work actually performed by the DBE is counted toward DBE goals.

- (a) The entire amount of that portion of a contract that is performed by the DBE's own forces is counted. This includes the cost of supplies and materials obtained by the DBE for the work of the contract, as well as supplies purchased or equipment leased by the DBE (*except supplies and equipment the DBE subcontractor/subconsultant purchases or leases from the Prime contractor or its affiliate*).

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

### 3.3 DBE PRIME CONTRACTOR GUIDANCE

3.3.1 If a **DBE Prime**, expenditures are counted toward DBE goals only if the DBE is performing a commercially useful function on that contract.

3.3.2 A DBE Prime must perform or be responsible at least 30% of the total cost of its contract with its own workforce.

3.3.3 **If a DBE Prime does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce** or subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, NJT will consider that it is not performing a commercially useful function and the DBE Prime shall be in breach of the contract and subject to the appropriate remedies and penalties. **Refer to Articles 5.6-5.7**

### 3.4 DBE TRUCKING FIRMS GUIDANCE

3.4.1 A DBE **trucking firm** is performing a commercially useful function if:

- (a) The DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there is not a contrived arrangement for the purpose of meeting DBE goals.
- (b) The DBE itself **owns and operates at least one** fully licensed, insured, and operational truck **to be used on the contract**.

3.4.2 The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

### 3.5 LEASING TRUCKS

3.5.1 Leased trucks must display the name and identification number of the DBE.

3.5.2 The DBE may lease trucks from another DBE firm, including an owner-operator that is certified as a DBE.

The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

3.5.3 The DBE may also lease trucks from a **non-DBE firm**, including an owner-operator.

(a) **The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.**

3.5.4 For the purposes of this section (Leasing), a lease must indicate that the DBE has exclusive use of and control over the truck.

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

### 3.6 COUNTING MATERIALS AND SUPPLIES

3.6.1 Expenditures with DBEs for materials or supplies are counted toward DBE goals as provided in the following:

(a) If the materials or supplies are obtained from a **DBE manufacturer**, 100% of the cost of the materials or supplies are counted toward DBE goals.

(1) For purposes of this paragraph 3.6.1(a), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the material, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

(b) If the materials or supplies are purchased from a **DBE regular dealer**, sixty percent (60%) of the cost of the materials or supplies is counted toward DBE goals.

(1) For purposes of this paragraph 3.6.1(b), a regular dealer is a firm that owns, operates, maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

(2) The firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

(3) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided above if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(4) Packers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph 3.6.1(b).

(c) With respect to materials or supplies purchased from a **DBE, which is neither a manufacturer nor a regular dealer**, only the entire amount of fees or commissions charged for assistance in the procurement of the



materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, is counted toward DBE goals, provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar service. **However, any portion of the cost of the materials and supplies themselves do not count toward DBE goals.**

#### **4.0 TERMINATION OF DBE(s)**

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

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

#### **4.2 ADDITION OF DBE(s)**

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

#### **4.3 REPLACEMENT OR REMOVAL OF DBE(s)**

- 4.3.1 When a Prime is considering replacing or removing a DBE due to performance issues, the OBD must be contacted as soon as possible.
- 4.3.2 Request for DBE replacement or removal may be made under the following conditions:
- 1) The DBE materially fails to successfully perform the contract tasks.
  - 2) Under unusual situations referenced in article 4.3.8.
- 4.3.3 A written request for replacement or removal of a DBE(s) listed on Form A, must be submitted by the Bidder/Proposer/Prime to the OBD with complete justification for the request. The process to follow such requests is as follows:
- (a) Written communications (over a period) from the Prime and/or NJT's PM/CM team to the DBE, notifying the DBE of its poor performance must be provided to the OBD.
  - (b) **The OBD will arrange a meeting with the DBE, the Prime, and a representative from Procurement and project management to discuss the specifics of the performance issue.**
  - (c) The DBE must provide a written plan identifying the efforts it will make to correct the deficiencies.
  - (d) The Prime must provide the DBE with a minimum of 30 calendar days from acceptance of its plan to improve its performance. Throughout the 30-day window, the Prime and/or NJT PM/CM team must provide written communication to the DBE of any additional/continued performance issues, with a copy to the OBD.
- 4.3.4 The Bidder/Proposer/Prime must receive written approval of the OBD **prior to** replacement or removal of the DBE subcontractor/subconsultant can be made, **regardless of the reason for the replacement or removal.**
- 4.3.5 If the OBD issues written approval for the removal of a DBE(s), NJT will require a Bidder/Proposer/Prime to continue to demonstrate a good faith effort to replace the removed DBE to the extent needed to meet the contract

goal established by NJT for the procurement.

**These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the removed DBE.**

4.3.6 Failure to obtain approval from the OBD **prior to** replacing or removing a DBE shall result in the Bidder/Proposer/Prime being found in breach of the contract and subject to the appropriate remedies, audits and penalties. **Articles 5.6-5.7**

4.3.7 If NJT finds that the Bidder/Proposer/Prime upon submission of its bid/proposal committed itself to the goal in good faith, the Bidder/Proposer/Prime may, in "unusual situations", be permitted to substitute a DBE subcontractor(s)/subconsultant(s).

4.3.8 The term "unusual situations", includes, but is not limited to, the following circumstances:

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

#### **4.4 WITHDRAWN DBE(s)**

4.4.1 When a DBE is unable to complete a subcontract (withdraws), for any reason, NJT will require a Bidder/Proposer/Prime to make a good faith effort to replace a withdrawn DBE at least to the extent needed to ensure that the Prime contractor is able to meet the contract goal established by NJT for the procurement. **These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the removed DBE.**

4.4.2 The Bidder/Proposer/Prime is required to make a good faith effort to seek other DBE subcontractors/subconsultants in substitution of the original DBE. The good faith efforts described in **article 2** are required in finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the procurement.

#### **4.5 DECERTIFIED DBE(S)**

4.5.1 If the Prime has reason to doubt that a proposed DBE is still eligible due to change in ownership, management, or size, the Prime shall, within 10 days of learning this information, notify NJT of that fact in writing.

4.5.2 If the subcontract has not been executed before the DBE's ineligibility occurs, the Prime will not receive credit toward the contract goal for the ineligible DBE. The Prime may continue to use the ineligible DBE, however, DBE participation credit will not be granted.

- (a) To the extent necessary to meet the assigned contract goal, the Prime will make a good faith effort to replace the ineligible DBE within 10 days after notification by the OBD. The OBD will support the Prime in its efforts to replace with an eligible DBE firm in order to meet the contract goal.

- 4.5.3 If the contract has been executed before the firm has been notified of its ineligibility, the Prime may continue to use the firm on the contract and receive credit toward its DBE goal for the duration of that particular phase or option in the contract. This may not apply to future phases or options, which will be handled on a case-by-case basis at the sole discretion of the OBD.
- 4.5.4 **Exception:** If the DBEs ineligibility is caused solely by its having exceeded the size standard during the performance of the contract the Prime may continue to count its participation on that contract only toward the contract goals. This may not apply to future phases or options and will be subject to determination by the OBD.

## 5.0 AWARD OBLIGATIONS

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

## 5.2 POST AWARD DELIVERABLES

- 5.2.1 After the execution of a contract with NJT, **signed copies** of subcontractor/subconsultant agreements between the Prime and DBE subcontractors must be submitted to the OBD no later than 10 business days after the Prime's contract execution date. The agreement between the Prime and DBE subcontractor shall remain firm for the duration of the contract.
- 5.2.2 The Prime shall provide a list of the anticipated job start date for all DBE subcontractors/subconsultants **no later than two days** after the initial pre-construction meeting.
- 5.2.3 **Certification of DBE(s) Payments** – submit monthly with the Form E to the Manager of the OBD and with its monthly invoice submittal to NJT project manager of this project. **Refer to article 5.3.2**
- (a) The Prime will certify, prior to the issuance of each progress payment by NJT, that all DBE subs have been paid any amounts due on past due invoices from previous or current progress payments.
- 5.2.4 **Form E (Contractor's Monthly DBE Payment Report & DBE Payment Certification Voucher)** - submit monthly to the Manager of the OBD. **Refer to articles 2.5h and 5.3.2.**

**Failure to submit this report on a monthly basis may result in breach of the contract and be subject to the appropriate remedies, penalties or liquidated damages as indicated in articles 5.6-5.7.**

**5.2.5 Form E1 (DBE Prime's Monthly Payment Report) (For DBE Prime Only) - submit** monthly to the Manager of the OBD.

**5.2.6 Form E2 (DBE's Monthly Payment Report) – Refer to article 2.5j**

(a) Forms E/E1 and E2 will be reviewed monthly to determine compliance with the assigned DBE goal, the subcontractor prompt payment regulation, and the DBE Program.

(b) Attainment of goals will be monitored and based upon actual payments received by the DBE.

Failure to submit Form E/E1 may result in suspension of payments or such other remedies as provided in **article 5.6**. *If at any time, NJT has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, it shall refer the matter to the USDOT for inquiry.*

### **5.3 PROMPT PAYMENT OF INVOICES TO SUBCONTRACTORS**

5.3.1 The Prime must pay each subcontractor under this contract for satisfactory performance of its work **no later than ten (10) days** from the receipt of each payment the Prime receives from NJT for the subcontractor's work. Failure to comply with this requirement shall result in breach of the contract and shall be subject to the appropriate remedies as determined by OBD.

5.3.2 In accordance with 49 CFR 26.29, the Prime shall certify, prior to the issuance of a progress payment by NJT that all subcontractors have been paid any amounts due on past due invoices (greater than 30 days) from previous or current progress payments. **The Prime must submit the Certification of DBE(s) Payments with its monthly invoice submittals to NJT project manager, and with its Form E to the OBD.**

5.3.3 The Prime will not be reimbursed for work performed by subcontractors/subconsultants unless and until the Prime ensures that the subs are promptly paid for the work performed. Alternatively, the Prime shall certify that a valid basis exists under the terms of the subcontractor's/subconsultant's or supplier's contract to withhold payment from the subcontractor/subconsultant and therefore payment is withheld.

5.3.4 If the Prime withholds payment from the subcontractor/subconsultant, the Prime shall provide to the subcontractor/subconsultant or supplier written notice thereof. The notice shall detail the reason for withholding payment and state the amount of the payment withheld. If a performance/payment bond has been provided under this contract, the Prime shall send a copy of the notice to the surety providing the bond for the Prime. A copy of the notice shall also be submitted to NJT with the certification that payments are being withheld.

5.3.5 If withholding payment is due to the Prime's failure to promptly pay the DBE in accordance with the prompt payment of invoices and/or retainage clauses, the OBD may request proof of payment to DBE(s) for delinquent invoices and/or retainage in order to issue release of payment to Prime.

5.3.6 Failure to comply with the above shall result in breach of the contract and may be subject to the appropriate penalties. **See article 5.6**

### **5.4 SUBCONTRACTOR PAYMENT DISPUTE RESOLUTION**

- 5.4.1 The Prime is required to notify the OBD of its intention to withhold payment from a DBE as soon as possible and in advance of taking action. Should the Prime provide notice and proceed to withhold payment from any subcontractor/subconsultant or supplier due to a performance issue or unapproved work performed, an OBD representative shall make an effort to resolve the dispute.
- (a) OBD's efforts shall be limited to meeting with the Prime and the subcontractor/ subconsultant, and reviewing the relevant facts with both parties.
  - (b) OBD will not act as a decider of fact nor will OBD direct a settlement to the dispute.
  - (c) Any OBD effort is solely intended to assist the parties in understanding their respective positions and to encourage a reasonable resolution of the dispute. The Prime is required to send written notification of the above to the OBD immediately.
- 5.4.2 Should payments be withheld that are not related to the previous items mentioned, and/or a determination can be made that the withholding of payments violates the prompt payment clause, NJT may execute the appropriate remedies in accordance with article 5.6.

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

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

## **5.6 Audit and Penalties**

During the performance of any contract and for a period of up to three (3) years following completion of the contract work, NJ TRANSIT may conduct reviews for compliance with the requirements of the DBE Program. Such reviews may include, but not be limited to, the evaluation of monthly reports, desk audits and site visitations.

5.6.1 Where a Prime is found to be in breach of the requirements of the DBE Program during the performance of the contract, and does not promptly take corrective action, the following sanctions may be instituted (singularly, in any combination, and in addition to any other contractual remedies or otherwise provided by law):

- (a) The Prime may be ordered to stop work without penalty to NJT.
- (b) The contract may be terminated for breach.
- (c) Suspension or debarment proceedings may be commenced in accordance with New Jersey law.
- (d) The relevant performance bond may be enforced.
- (e) NJT may withhold payment of specific invoices.

## **5.7 LIQUIDATED DAMAGES**

5.7.1 Liquidated damages (LD) may be assessed when the Prime fails to meet the established DBE goal on the contract.

5.7.2 If the DBE goal is not met, and the Prime has not demonstrated a good faith effort to do so, NJT may elect to subtract from the Prime's payment, as liquidated damages and not a penalty, the following:

The amount equal to the difference (in dollars) between the total contract value multiplied by the assigned DBE goal percentage, (originally established or as subsequently modified) and the actual DBE participation percentage (total dollars paid to DBEs divided by total dollars paid to the Prime).

5.7.3 This may be withheld from a series of payments or from the Prime's final payment, depending on the size of the liquidated damage.

5.7.4 If the Prime's final payment is not sufficient to satisfy the LD in full, the balance shall be due and owing from the Prime and subject to repayment terms as determined by NJT. NJT shall waive liquidated damages where good cause is shown for the deficiency in DBE participation upon determination by the OBD.

## **APPENDIX I**

### **GLOSSARY**

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

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

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

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

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

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

**DBE Ineligibility** – means a firm's DBE status changes or ceases due to change in ownership, management, or size, etc.

**DBE Prime** – means the successful Bidder is a DBE firm and has a direct contract with NJT.

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

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

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

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

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

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

includes gender-neutrality.

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

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

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

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

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

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

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

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

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



## **Bidders Checklist (for federal contracts)**

Upon completion of the Required and/or Supplemental Forms packet(s), please be sure that the completed checklist and the forms listed below are included for each DBE subcontractor listed on the Form A and submitted to the Office of Business Development (OBD) for review.

**Note:** Failure to complete and submit the forms below will delay the OBD from issuing approval to move forward in the contract award process.

### **Required Forms**

- ☐ Form A - First Tier DBE Utilization
- ☐ Form A1 - Bidder/Proposer Solicitation and Contractor Information
- ☐ Form A2 - Non-DBE Sub Utilization
- ☐ Form B - Intent to Perform as a DBE Sub
- ☐ Form D - DBE Good Faith Effort Form
- ☐ Trucking Commitment Agreement (if applicable)
- ☐ Copy of NJUCP DBE and NAICS Code Certification

### **Supplemental Forms (if applicable)**

- ☐ Form AA - Second Tier DBE Utilization
- ☐ Form AA1 - Second Tier Bidder/Proposer Solicitation and Contractor Information
- ☐ Form AA2 - Second Tier Non-DBE Sub Utilization
- ☐ Form BB - Intent to Perform as a Second Tier DBE Sub
- ☐ Trucking Commitment Agreement (if applicable)
- ☐ Copy of NJUCP DBE and NAICS Code Certification

# **REQUIRED FORMS**

## **ENCLOSED FOR COMPLETION (MANDATORY):**

- **Form A; A1; A2; B; D & Trucking Commitment Schedule**

## **TO BE OBTAINED AND SUBMITTED (MANDATORY):**

- **Copy of NJUCP DBE and NAICS Code Certification**

Consult DBE Program Requirements for further guidance.

## First Tier DBE UTILIZATION - FORM A

Project Name: \_\_\_\_\_ NJT Contract No: \_\_\_\_\_

Assigned DBE Goal %: \_\_\_\_\_ NJT Procurement Specialist: \_\_\_\_\_ Contract Value (\$): \_\_\_\_\_

First Tier DBE must perform at least 51% of its subcontract value if subcontracting to a Second -Tier DBE or Non-DBE. Do not count Non-DBE portion toward the goal.

Name, Address and Telephone # of DBE Subcontractor/Subconsultant	Provide <u>Detailed</u> Scope of Work to be Performed (Identify all suppliers)	Dollar Value of Subcontract/Subconsultant Work (\$) Awarded	Percentage of Subcontract Work (%)
			%
			%
			%
			%
			%
For DBE suppliers, show original subcontract value multiplied by 60% (\$2,000*60%=\$1200). For DBE portion of work, subtract Non-DBE portion of work from original subcontract value.		TOTALS	%

The undersigned will enter into a formal agreement with the DBE(s) listed in this schedule conditioned upon execution of a contract with NJ TRANSIT for the above referenced project. The undersigned understands that removal/replacement of the DBE(s) listed is **NOT PERMISSIBLE** for any reason (pre or post-award), without submitting a written request to the Office of Business Development and receiving **WRITTEN APPROVAL** from the Office of Business Development. Failure to obtain written approval shall result in the breach of contract and subject to corrective action to be determined by NJ TRANSIT.

Company Name: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

Company Address: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_ Prime Contractor's DBE Liaison Officer: \_\_\_\_\_

Company Tel #: \_\_\_\_\_ Date Signed: \_\_\_\_\_

## BIDDER SOLICITATION &amp; CONTRACTOR INFORMATION - FORM A1

Project Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 Prime Contractor/Consultant: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Complete the information below for Bidder/Proposer/Prime(s) working on this project. Use Page 2 for all subcontractors/subconsultants

	Bidder/Proposer/Prime	Bidder/Proposer/Prime	Bidder/Proposer/Prime
Company's Full Name			
Address			
City			
Zip			
County			
Phone			
Fax			
E-mail			
Owner			
Date Established			
Date Certified			
Ethnicity			
Gender			
Certification Status: DBE or Non-DBE			
Federal Tax ID # / SSN #			
Annual Gross Receipts: A - Less than \$500K B - \$500K to \$1M C - \$1M to \$2M D - \$2M to \$5M E - \$5M and over Indicate the letter that applies			
Primary NAICS Code:			

**BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM A1**

Project Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 Prime Contractor/Consultant: \_\_\_\_\_ Telephone #: \_\_\_\_\_

**COMPLETE THE INFORMATION BELOW FOR "ALL" FIRMS INCLUDING SUPPLIERS SOLICITED; INCLUDING THOSE THAT WILL WORK ON THIS PROJECT.**

	Subcontractor/Subconsultant	Subcontractor/Subconsultant	Subcontractor/Subconsultant
<b>Company's Full Name</b>			
<b>Address</b>			
<b>City</b>			
<b>Zip</b>			
<b>County</b>			
<b>Phone</b>			
<b>Fax</b>			
<b>E-mail</b>			
<b>Owner</b>			
<b>Date Established</b>			
<b>Date Certified</b>			
<b>Ethnicity</b>			
<b>Gender</b>			
<b>Certification Status: DBE or Non-DBE</b>			
<b>Federal Tax ID # / SSN #</b>			
<b>Annual Gross Receipts:</b> A - Less than \$500K B - \$500K to \$1M C - \$1M to \$2M D - \$2M to \$5M E - \$5M and over <b>indicate the letter that applies</b>			
<b>Primary NAICS Code:</b>			

## NON-DBE SUBCONTRACTOR UTILIZATION - FORM A2

*Directions: To be completed by any Bidder/Proposer/Prime for "all" subs including suppliers participating on this contract.*

Bidder/Proposer Prime Name: \_\_\_\_\_ Project Title: \_\_\_\_\_

Date: \_\_\_\_\_ Prime Contract Value: \_\_\_\_\_

Name, Address and Telephone # of all Subcontractor/Subconsultants	FEIN #	Provide Detailed Scope of Work to be Performed	Dollar Amount of Subcontractor/Subconsultant Work (\$) Awarded	Percentage of Subcontract or Work (%)
			\$	%
			\$	%
			\$	%
			\$	%
			\$	%
Must provide a detailed scope of work; one-word descriptions are not acceptable.			\$	%
TOTALS			\$	%

**INTENT TO PERFORM AS A 1<sup>ST</sup> TIER DBE - FORM B**

The Bidder/Proposer/Prime is prohibited from completing any portion of this form and directing the DBE to sign a blank form.

DIRECTIONS: DBE(s) listed on the Form A must complete all information on this form.

\_\_\_\_\_  
Name of Bidder/Proposer/Prime:

\_\_\_\_\_  
Name of DBE Firm:

\_\_\_\_\_  
Project/Contract Name:

\_\_\_\_\_  
IFB/RFP Contract Number:

**Does the undersigned DBE (Answer Accordingly):**

Intend to perform subcontract work in connection with the above-mentioned project as a Joint Venture? Circle one. (Yes or No)

Intend to subcontract any portion of its scope of work to a DBE(s)?

Circle one. (Yes or No)

If yes, DBE Sub-Primes must complete and submit Form AA.

At what percent? \_\_\_\_\_%

Intend to subcontract any portion of its scope of work to a Non-DBE(s)?

Circle one. (Yes or No)

If yes, must complete and submit Form AA2.

At what percent? \_\_\_\_\_%

The undersigned will perform the following described work on the above-referenced project: *(Provide a detailed description of the type of work you will perform on your subcontract. Attach a copy of quote approved and signed by Bidder (optional)).*

\_\_\_\_\_  
\_\_\_\_\_

Dollar Value of DBE Subcontract: \$ \_\_\_\_\_

Total Quantity/Units (if applicable): \_\_\_\_\_ Per Unit Cost (if applicable): \$ \_\_\_\_\_

The undersigned based the above scope of work and subcontract value on detailed project specs received from the Bidder contractor named above. Circle one. (Yes or No)

The Prime Contractor projected the following commencement and completion date for such work as follows:

DBE Contract Start Date: \_\_\_\_\_ DBE Contract Completion Date \_\_\_\_\_

The undersigned DBE will enter into a formal agreement for the above work with the Prime Contractor conditioned upon execution of a contract with NJ TRANSIT. As a DBE subcontractor, I will cooperate with the certification, compliance and monitoring process set forth by NJ TRANSIT. I attest that I will perform at least 51% of my subcontract with my own workforce for the referenced project.

\_\_\_\_\_  
Signature of 1<sup>st</sup> Tier DBE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Telephone #:

Failure to adhere to these instructions or the falsification of any information on this form shall result in breach of contract and subject to the appropriate penalties to be determined by NJ TRANSIT.

**Mandatory Form Submit Monthly**

**PRIME CONTRACTOR Monthly DBE Payment Report - Form E**

Name of Project: \_\_\_\_\_ NJT Contract #: \_\_\_\_\_  
 Prime Original Contract Value: \_\_\_\_\_ Report for the Month of: \_\_\_\_\_  
 Change Orders (Overall Inc/Dec.): \_\_\_\_\_ Notice to Proceed Date: \_\_\_\_\_  
 Total Contract Amount to Date: \_\_\_\_\_ NJT Project Mgr Name: \_\_\_\_\_  
 Total Payments Received from NJT Date: \_\_\_\_\_ Assigned DBE Goal %: \_\_\_\_\_

Name of DBE Subcontractor	Work Task Performed	Original Contract Amount \$	Change Order Amount \$ (+/-)	Amount of Invoice Received this Month (\$)	Date of Invoice Received in this Month	Payment(s) Made to DBE in this Month in \$\$ (Itemize)	Date(s) Payment Made This Month	Total DBE Payments made to Date in (\$)	% Overall Work Finished	Final Pmt (Y/N)
Total(s) →		\$	\$	\$	Total(s)	\$	Total(s)	\$		

Itemize payments/invoices and dates if paid/received more than one payment/invoice between the 1<sup>st</sup> and 31<sup>st</sup> of THIS Month.

**Prime Contractor Information:**

Prime Firm Name: \_\_\_\_\_ Project Director Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Project Director Signature: \_\_\_\_\_  
 Telephone #: \_\_\_\_\_ Date: \_\_\_\_\_ Federal TIN #: \_\_\_\_\_

**Prime's Past Due Invoice Information:** List any invoice more than 40 days past due from the date submitted to NJT at the time you complete this form.

Invoice #	Invoice Date	Invoice Amount (\$)	Number of Days Past Due	Comments:



## Form E - Prime Contractor's DBE Payment Certification

1. Have all DBE subcontractors with executed subcontracts been paid amounts due from previous progress payments?

☐ If yes, skip the next section and go to number 3.

☐ If no, please complete fields in box below: (Use additional paper, if needed)

DBE SubContractor Name	Amount Withheld From Invoice (\$)	Total of Invoice Amount (\$)	Invoice Number	Invoice Date	Specific Reason for Withholding

2. Have you notified the DBE subcontractor(s) that you are withholding payment and the reason(s) why?

☐ If yes, provide a copy of written notification to the DBE subcontractor with this form, indicating the date of notification.

☐ If no, lack of prior written notification to the DBE(s) that you are withholding payment violates the prompt payment clause guidelines. **Please contact the DBE immediately, and provide a copy of written notification to the subcontractor with this form.**

3. By signing this form, I certify that all of the above represent true and accurate information.

Note: CFO or equivalent Sr. Manager must complete and sign off on this form.

PROJECT DIRECTOR NAME (PRINT)

PROJECT DIRECTOR (SIGNATURE)

/ / DATE

Additional Reasons/Comments for Withholding Payment:

DO NOT WRITE BELOW. DEPARTMENTAL USE ONLY.

☐ Approved

☐ Denied

THIS FORM IS DUE ON THE 7TH OF EACH MONTH Please forward to:

Office of Civil Rights and Diversity Programs

Business Development

NJ TRANSIT

One Penn Plaza East, 6<sup>th</sup> Fl

Newark, New Jersey 07105-2246

This form is not to be altered in any way.

For assistance completing this form, call 973-491-7539, 8058, 8768, 8575, 8069, 8941

Fed Form E rev Sept 2010

## DBE SUBCONTRACTOR Monthly Payment Report - Form E2

Name of DBE Firm: \_\_\_\_\_

Report for the Month of: \_\_\_\_\_

DBE's FEIN#: \_\_\_\_\_

Contract Number: \_\_\_\_\_

DBE Address: \_\_\_\_\_

Contract Name: \_\_\_\_\_

DBE Telephone #: \_\_\_\_\_

DBE Contract Start Date: \_\_\_\_\_

## Prime Contractor's Information:

Name of Prime: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

DBE PAYMENT INFO: Itemize payments/invoices and dates if received/submitted more than one payment/invoice between the 1<sup>st</sup> and 31<sup>st</sup> of THIS Month.

Work Task Performed	Original Subcontract Amount \$	Change Order Amount (+/-)	Invoice #(s) Submitted in this month	Dollar Amount of Each Invoice Submitted in this Month	Date of Invoice(s) Submitted this Month	Total Payments Received by DBE in this Month * (\$)	Date Payment(s) Received in this Month	Total Payments Received by DBE To Date (\$)	Total % Work To Date	Final Payment? Y or N
TOTALS →	\$	\$	TOTALS →	\$	TOTALS →	\$	TOTALS →	\$		

Is retainage held on your subcontract? Yes or No (circle one) If yes, how much? \$ \_\_\_\_\_. Did your final payment include retainage? Yes or No (circle one)

Past Due Invoice(s) Information: List any invoice more than 40 days past due from date submitted to prime at the time you complete this form.

Invoice #	Invoice Date	Invoice Amount (\$)	Number of Days Past Due	Comments: use additional paper if necessary

Note: CFO or equivalent Sr. Manager must complete and sign off on this form.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

THIS FORM IS DUE ON THE 7<sup>TH</sup> OF EACH MONTH IMMEDIATELY FOLLOWING DBE's SUBCONTRACT START DATE, EVEN IF PAYMENT NOT RECEIVED.

Please mail this form to:

NJ TRANSIT, Office of Business Development, One Penn Plaza East, 6<sup>th</sup> Fl, Newark, New Jersey 07105-2246

Do not alter this form in any way.

If you need assistance completing this form please call 973-491-7539, 8058, 8768, 8069, or 8941.

Rev Fed Form E2 - Sept 2010

## **DBE TRUCKING COMMITMENT**

### **AGREEMENT**

The DBE Trucking Firm Commitment Agreement sheet attached must be signed and completed entirely. Make duplicate copies for additional subcontractors as needed.

Please read DBE Requirement Language for details.

- DBEs must provide information for all DBE/Non-DBE trucking firms it will lease from or subcontract to.
  - *Subcontracting to a Non-DBE trucker means that the Non-DBE will perform a portion of the DBE firm's subcontract.*
  - *2<sup>nd</sup> Tier DBE trucking firms must perform 100% of their total subcontract value.*
- For Non-DBE leased trucks, credit will only be given for the fee/commission that is received for arranging the transportation services.
  - *All DBE-leased trucks are required to reflect the DBE firm's company name and identification number.*

**Copies of the following items must be attached for ALL trucks owned by the DBE:**

- Proof of ownership: title(s) or finance agreement(s) ONLY
- registration card(s)
- insurance card(s)
- hazardous waste license(s), if applicable
- apportioned cab card(s), if applicable

**Copies of the following items must be attached for ALL DBE/non-DBE trucks  
leased by the DBE:**

- lease agreement(s)
- title(s)
- registration card(s)
- insurance card(s)
- hazardous waste license(s), if applicable
- apportioned cab card(s), if applicable



**MANDATORY FORM**[illegible]

*I hereby certify that the information present above is correct. I agree to inform the Office of Business Diversity in writing within 10 days, if anything changes.*

1<sup>st</sup> Tier DBE Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

## **SUPPLEMENTAL SECTION REQUIRED FORMS**

**ENCLOSED FOR COMPLETION (IF APPLICABLE):**

- **Form AA; AA1; AA2; BB; & Trucking Commitment Schedule**

**TO BE OBTAINED AND SUBMITTED (IF APPLICABLE):**

- **Copy of NJUCP DBE and NAICS Code Certification**

Consult DBE Program Requirements for further guidance.

## SECOND TIER DBE UTILIZATION- FORM AA

Project Name: \_\_\_\_\_

NJT Contract No: \_\_\_\_\_

DBE Sub-Prime (First Tier) Subcontractor Contract Value (\$): \_\_\_\_\_

I plan to subcontract \_\_\_\_\_ % of my subcontract to Second Tier DBE subcontractor(s)/subconsultant(s) listed on the chart below to perform/supply the following:

*Second Tier DBE subs must perform 100% of their scope of work.*

Name, Address and Telephone # of Second Tier DBE Subcontractor/Subconsultant	Provide <u>Detailed</u> Scope of Work to be Performed	Dollar Value of Subcontractor/Sub-consultant Work (\$) Awarded	Percentage of Subcontractor Work (%)
			%
			%
			%
Any First-Tier DBE firm listed on the Form A must identify any DBE firm it will use to perform its scope of work.	TOTALS	\$	%

The undersigned understands its approval to perform on the above contract is based upon its identified DBE team listed above and its Non-DBE team listed on the Form AA2. The DBE Sub-Prime must receive written approval from the Office of Business Development for any changes to its DBE and/or Non-DBE subcontractors, their dollar values or scope of work identified on the Form AA and/or AA2 before making any changes. It attests that the identified firms will perform all work. Failure to adhere to, or falsification of any information contained herein shall result in breach of contract and subject to corrective action to be determined by NJ TRANSIT.

DBE Sub-Prime Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Company Address: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_

Sub-Prime's DBE Liaison Officer: \_\_\_\_\_

Company Tel #: \_\_\_\_\_

Date Signed: \_\_\_\_\_



## BIDDER SOLICITATION &amp; CONTRACTOR INFORMATION - FORM AA1

NJT Contract No: \_\_\_\_\_

Project Title: \_\_\_\_\_

DBE Sub-Prime: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Date: \_\_\_\_\_

*Complete the information below for Second Tier contractor(s) participating on the project.*

	Subcontractor/Subconsultant	Subcontractor/Subconsultant	Subcontractor/Subconsultant
Company's Full Name			
Address			
City			
Zip			
County			
Phone			
Fax			
E-mail			
Owner			
Date Established			
Date Certified			
Ethnicity			
Gender			
Certification Status: DBE or Non-DBE			
Federal Tax ID # / SSN #			
Annual Gross Receipts: A - Less than \$500K B - \$500K to \$1M C - \$1M to \$2M D - \$2M to \$5M E - \$5M and over indicate the letter that applies			
Primary NAICS Code:			

## NON-DBE SECOND TIER SUBCONTRACTOR UTILIZATION - FORM AA2

*Directions: To be completed by any DBE Sub-Prime Contractor for "all" subs including suppliers participating on this contract.*

NJ Transit Contract No: \_\_\_\_\_ Date: \_\_\_\_\_ DBE Sub-Prime Contract Value: \$ \_\_\_\_\_

DBE Sub-Prime Contractor Name: \_\_\_\_\_ Project Title: \_\_\_\_\_

Name, Address and Telephone # of all Second Tier Subcontractor(s)/Subconsultant(s)	FEIN #	Provide <u>Detailed</u> Scope of Work to be Performed	Dollar Amount of Subcontractor/Subconsultant Work (\$) Awarded	Percentage of Subcontractor Work (%)
			\$	%
			\$	%
			\$	%
			\$	%
			\$	%
Must provide a detailed scope of work; one-word descriptions are not acceptable.		TOTALS	\$	%

**INTENT TO PERFORM AS A SECOND TIER DBE - FORM BB**

**The Bidder is prohibited from completing any portion of this form and directing the DBE to sign a blank form.**

**DIRECTIONS:** DBE(s) listed on the Form AA must complete all information on this form and must complete Form AA2 for any Non-DBE subcontractor performing a portion of its subcontract.

\_\_\_\_\_  
Name of First Tier DBE/Sub-Prime:

\_\_\_\_\_  
Name of Second Tier DBE Firm:

Project/Contract Name: \_\_\_\_\_

IFB/RFP Contract Number: \_\_\_\_\_

Does the undersigned intend to perform subcontract work in connection with the above-mentioned project as a Joint Venture? Circle one. (Yes or No)

Will you subcontract any portion of your scope of work to a DBE(s)? Circle one. (Yes or No)

Will you subcontract any portion of your scope of work to a Non-DBE(s)? Circle one. (Yes or No)

The undersigned will perform the following described work on the above-referenced project: *(Provide a detailed description of the type of work you will perform on your subcontract. Attach a copy of quote approved and signed by Bidder (optional)).*

\_\_\_\_\_  
Dollar Value of DBE Subcontract: \$ \_\_\_\_\_

Total Quantity/Units (if applicable): \_\_\_\_\_ Per Unit Cost (if applicable): \$ \_\_\_\_\_

The undersigned based the above scope of work and subcontract value on detailed project specs received from the DBE Sub-Prime named above. Circle one. (Yes or No)

The Prime Contractor projected the following commencement and completion date for such work as follows:

DBE Contract Start Date: \_\_\_\_\_ DBE Contract Completion Date \_\_\_\_\_

**The undersigned DBE will enter into a formal agreement for the above work with the DBE Sub-Prime conditioned upon execution of a contract with the Prime on the project. As a Second Tier DBE subcontractor, I will cooperate with the certification, compliance and monitoring process set forth by NJ TRANSIT. I attest that I will perform 100% of my subcontract with my own workforce for the referenced project.**

\_\_\_\_\_  
Signature of Second Tier DBE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Telephone #:

Failure to adhere to these instructions or the falsification of any information on this form shall result in breach of contract and subject to the appropriate penalties as determined by NJ TRANSIT.

**NJ TRANSIT AGREEMENT No. 16-001  
DESIGN, ENGINEERING, CONSTRUCTION ASSISTANCE AND OTHER  
TECHNICAL SERVICES FOR THE NJ TRANSITGRID**

**EXHIBIT F – CONSULTANT CERTIFICATIONS AND FORMS**

THE ATTACHMENTS TO THIS SECTION ARE NOT REPRINTED HERE DUE  
TO SIZE



**NJ TRANSIT AGREEMENT No. 16-001  
DESIGN, ENGINEERING, CONSTRUCTION ASSISTANCE AND OTHER  
TECHNICAL SERVICES FOR THE NJ TRANSITGRID**

**EXHIBIT G – ADDENDA**

SEE SOLICITATION FOR ADDENDA