

# **AGREEMENT NO. 18-015**

### **BETWEEN**

### **NEW JERSEY TRANSIT CORPORATION**

#### AND

### **AECOM MOTT MACDONALD A JOINT VENTURE**

### FOR PROFESSIONAL SERVICES

	This Agreement made as of	December 27,	20_	19,
between New	Jersey Transit Corporation (herein	after "NJ TRANSIT"), a public	instrumentality	of the State
of New Jersey	y and AECOM Mott MacDonald, a	joint venture consisting of A	ECOM Technic	al Services,
Inc.("AECOM"	) and Mott MacDonald, LLC ("Mo	ott MacDonald") (collectively,	"Members"),	with offices
located at 30	Knightsbridge Road, Piscataway Ne	ew Jersey 08854 (hereinafter t	he "Consultant"	or " <u>AECOM</u>
Mott MacDona	ald JV").			

#### WITNESSETH:

WHEREAS, the Board of Directors of NJ TRANSIT, at its meeting of October 16, 2019, authorized the Executive Director to enter into this Agreement ("Agreement" or "Contract") with the Consultant for Construction Management Services for the Raritan River Bridge Replacement Project; 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. <u>CONSULTANT SERVICES</u>: 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), as amended in the Addendums to the RFP and revised during negotiations, annexed hereto and made a part hereof.

2. <u>COMPENSATION</u>: This Agreement is a cost-plus fixed fee contract. NJ TRANSIT will, subject to the availability of funds and audits, pay the Consultant for work identified in Exhibit A (Scope of Services) ("). The Consultant's total costs and fees have been identified as an amount not to exceed \$33,953,533.95 as set forth in Exhibit B (Cost Information), annexed hereto and made part hereof. The costs have been identified as \$13,071,973.68 for direct labor, \$16,286,264.38 for indirect costs, and \$759,472.08 for direct expenses. The fixed fee has been identified as \$2,935,823.81. Payment shall only be made for work that is actually performed and accepted by NJ TRANSIT. The Consultant shall render monthly invoices for direct and indirect charges incurred pursuant to this Agreement no later than two (2) weeks after the end of the month. The invoices shall be detailed in accordance with procedures and formats prescribed by NJ TRANSIT.

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

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

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

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

Consultant and each Subconsultant	Office Rate	Field Rate
AECOM Technical Services, Inc.	136.85%	110.55%
Mott MacDonald, LLC	177.39%	152.55%
Modjeski and Masters, Inc.		163.27%
Dan Brown and Associates, P.C.		123.63%
AmerCom Corporation		93.54%
Promatech, Inc.		76.27%
T.Y Lin International		121.09%
Stellar Services, Inc.		159.45%
Collins Engineers, Inc.		115.27%
Garg Consulting Services, Inc.		111.00%

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

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

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

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

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

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

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

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

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

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

NJ TRANSIT. The Consultant shall complete the Scope of Services within ninety-one (91) months from the issuance of the Notice to Proceed.

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

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

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

B.) Notwithstanding Paragraph A. above, the Contracting Officer may at any time, by written order, make changes within the general scope of this Agreement to the work to be performed by the Consultant. If any such change causes an increase or decrease in the estimated cost of, or the time required for, the performance of any part of the work under this Agreement, whether or not changed by the order, the Contracting Officer may make such adjustments as are appropriate and equitable and shall modify the Agreement in writing accordingly. Any claim by the Consultant for adjustment under this clause must be asserted within thirty (30) calendar days from the date of receipt by the Consultant of the notification of change; provided however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment under this Agreement. Failure to agree to any adjustment shall be a dispute within the meaning of Article 35, DISPUTES. However, nothing in this clause shall excuse the Consultant from proceeding with the Agreement as changed.

- C.) No services for which an additional cost or fee will be charged by the Consultant shall be furnished without the prior express written authorization of the Contracting Officer.
- D.) Unless specified in a written contract modification, no change, reduction, modification or expansion of the Scope of Services within or beyond the scope of this Agreement shall serve to modify the terms and conditions of this Agreement.
- E.) Whenever an "AS DIRECTED TASK" appears in Exhibit A (Scope of Services) and Exhibit B (Cost Information), NJ TRANSIT has provided an allowance for additional or supplemental work that has not yet been defined. This allowance is provided for the sole convenience of NJ TRANSIT and may only be used for work authorized by NJ TRANSIT's Contracting Officer or his/her designee.

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

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

the offices and other places of work of the Consultant periodically without prior notice to monitor the Consultant's work completed or in progress pursuant to this Agreement. NJ TRANSIT will, within a reasonable time, review and act upon all documents submitted by the Consultant. Both parties agree that if either party deems it advisable to hold either a conference or any inspection of work in progress, all parties shall be notified and may participate.

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

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

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

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

## 11. INDEMNIFICATION:

The Consultant, its members, AECOM and Mott MacDonald,, and each of their respective guarantors, affiliates, partners, representatives, limited partners, general partners, agents, subconsultants, subcontractors (collectively, "Indemnifying Parties"), jointly and severally, and to the fullest extent permitted by law, shall defend, indemnify and save harmless the State of New Jersey, NJ TRANSIT, the U.S. Department of Transportation (USDOT), the Federal Transit Administration (FTA) (if the Agreement is in whole or part federally funded), and their officers, employees, servants and agents ("Indemnified Parties") from all suits, actions, claims of any character including, but not limited to, expenditures and costs of investigations, hiring of witnesses, court costs, counsel fees, settlements, judgments or otherwise, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of said, Indemnifying Parties or its Subconsultant in the performance of the work, specified in this Agreement or because of any act, omission, neglect, or misconduct of said Indemnifying Parties or its Subconsultant in the performance of the work specified in this Agreement; the performance of Indemnifying Parties or its Subconsultant's performance of w as detailed in Exhibit A Scope of Services; any violation of Law by the Indemnifying Parties or a Subcontractor;; any Intellectual Property Right or other proprietary interest in any Work, invention, mark, name, diagram, drawing, design, apparatus, process, or work of authorship, or any part thereof, provided under the Agreement, or that the use of any such item or

part thereof, constitutes an infringement or violation of any Intellectual Property Right or other proprietary interest, or any failure to treat NJ Transit's data or information pertaining to any customer, employee, contractor, agent or shareholder of an Indemnified Parties in accordance with the terms of the Agreement and applicable Laws, 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 Indemnifying Parties, 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 Indemnifying Parties, will not be withheld when the Indemnifying Parties produce 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 Indemnifying Parties along with full and complete particulars of the claim. If the suit is brought against NJ TRANSIT, NJ TRANSIT shall immediately forward to the Indemnifying Parties, 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 Indemnifying Parties 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 Indemnifying Parties, constitute independent professional firms contracting with NJ TRANSIT to provide specialized services. The Indemnifying Parties, their officers, partners, employees, agents and servants are not to be deemed employees, agents, extensions of staff or servants of NJ TRANSIT. The Indemnifying Parties, assume 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 Indemnifying Parties, their officers, partners, employees, agents, or servants, by virtue of entering into this Agreement.

INSURANCE: The Consultant and it's Membersagree to carry and shall require its assignees and Subconsultants, if any, to carry professional liability insurance of the type necessary to protect the Members from professional liability arising out of the negligent acts, errors or omissions of the Members in connection with the performance of the Members services pursuant to this Agreement. Said insurance shall be in an amount not less than \$10,000,000 for any one claim and annual aggregate with a deductible not to exceed \$50,000 for any one claim, unless approved otherwise by NJ TRANSIT. The Members agree 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 Members agree to carry, and shall require its assignees and Subconsultants, if any, to carry, commercial general liability Insurance using ISO Occurrence Form CG0001 10/93 or equivalent. The policy shall provide a minimum amount of \$10,000,000 each occurrence, \$10,000,000 personal and advertising injury, \$10,000,000 general aggregate, and \$10,000,000 products completed operations aggregate. Coverage provided under this liability policy shall be on an occurrence basis and shall include, but not be limited to, bodily injury and property damage coverage including products liability/completed operations coverage, premises operations liability, blanket contractual liability, personal injury liability, advertising injury coverage, independent contractors liability, mobile equipment, damage from explosion, collapse and underground hazards, and cross liability and severability of interests clause. Additional insured endorsement CG2026 11/85, together with ISO Form CG 20 10 10 01, and CG 20 37 10 01 (but only if modified to include both ongoing and completed operations and written on a broad form) naming NJ TRANSIT and the State of New Jersey and the Indemnified Parties and coverage must apply on a primary and non-contributory basis. The policy shall allow the Members 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 Members 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 Members agree to carry, and shall require its assignees and Subconsultants, if any, to carry automobile liability Insurance applicable to all owned, non-owned, hired or leased vehicle with a minimum of \$5,000,000 combined single limit for bodily injury and property damage. With respect to said insurance, NJ TRANSIT and the Indemnified Parties shall be named as an additional insured at no additional cost to NJ TRANSIT.

The Members 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 Members 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 Members agree 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 the Members or its subconsultants. Coverage under this policy shall have limits of liability with a minimum of \$5,000,000 per occurrence.

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

The Members agree to carry, and shall require its assignees and subconsultants, if any, to carry, contractor's pollution liability nsurance covering the liability arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense that arise from the operation of Members or its subconsultants. Coverage under this policy shall have limits of liability with

a minimum of \$5,000,000 per occurrence. This policy shall name NJ TRANSIT and the indemnified parties

as additional insured at no cost to NJ TRANSIT.

The Members, its assignees or its Subconsultants, if any, (or whoever is

performing environmental removal or remediation work) must procure and maintain through the term of the

Agreement Environmental Impairment Liability Insurance, including lead abatement if required, and

removal operations in an amount of \$5,000,000 per occurrence and \$5,000,000 aggregate. In the event

the Members, its assignees or its Subconsultants, if any, will be transporting and/or disposing of any

hazardous material or waste off the jobsite under this Agreement shall be required to carry Hazardous

Waste Haulers Insurance (MCS90) in an amount of \$5,000,000 per occurrence or statutory minimum,

whichever is greater. This policy shall name NJ TRANSIT and the Indemnified Parties as additional insured

at no cost to NJ TRANSIT.

Should it be required, NJ TRANSIT will provide Railroad Protective Comprehensive

General Liability Insurance coverage for this Agreement.

All policies are to be written by insurance companies authorized to do business in New

Jersey with an A.M. Best and Company rating of "A-" or better (or equivalent rating). All policies shall contain

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

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

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

Senior Director of Risk Management as follows:

NJ TRANSIT

One Penn Plaza East

Newark, New Jersey 07105-2246

Attn: Senior Director, Risk Management

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

Members to hold the Indemnified Parties harmless.

Members may meet the total required limits for general liability, automobile liability, and

workers' compensation insurance policies through an excess umbrella/liability insurance policy.

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The Members, shall provide NJ TRANSIT with evidence of the Members' insurances. Said insurances shall be maintained in full force and effect the Members, 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 Members, (Subconsultant or assignee) shall fail or refuse to renew its insurance, as necessary, NJ TRANSIT may cancel or refuse to make payment of any further monies due under this Agreement. In lieu of requiring its assignees or Subconsultants to carry this coverage, the Consultant may elect to cover them under its policies of insurance.

If the Members, its assignees or any Subconsultant is required to perform work on property or facilities owned by a third party, the Members, its assignees or any Subconsultant will be required to satisfy the insurance requirements set forth by the third-party property owner.

All the insurance policies required to be maintained hereunder shall be primary and non-contributory and any insurance or self-insurance maintain by NJ Transit or any of the Indemnified Parties shall not contribute to any loss. Further, any self-insurance retention shall be evidenced and approved by NJ Transit. If approved, such self-insured retention and/or deductible maintained by Consultant, its Members, or its contracting parties, shall cover any liability imposed upon the Consultant and its Members with respect to the operations and obligations assumed by the Consultant. The Consultant and its Members represent that such deductible or retentions provide NJ TRANSIT and the Indemnified Parties with all rights and protections that would be provided by traditional independent insurance, included but not limited, defense obligations that insurers are required to undertake under liability policies pursuant to the terms of this Agreement. If the Consultant or its Members carry higher limits than those required hereunder, or other coverages, those shall be made available to pay claims and provide defense.

13. <u>AUDIT AND INSPECTION OF RECORDS</u>: The Consultant shall retain all records and permit the authorized representatives of NJ TRANSIT, the State of New Jersey, the USDOT, the FTA and the Comptroller of the United States and their duly authorized representatives, such as Project Management Oversight (PMO), Integrity Oversight Monitors (IOM) etc., to inspect and audit all financial data, operational data and other records of the Consultant including but not limited to disclosure forms,

payment requests, change orders, invoices, certified payrolls, manifests, etc. related to products, transactions or services provided under this Agreement including the performance of its Subconsultants from the Advertisement of this Request for Proposal (RFP) and for five years after final payment under this Agreement has been made.

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

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

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

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

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

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

- order directing the Consultant to suspend work under the contract for a specific time. The Consultant shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The Consultant shall resume work upon the date specified in the stop order, or upon such other date as the Contracting Officer or his or her designee, may thereafter direct in writing. The period of suspension shall be deemed added to the Consultant's approved schedule of performance. The Contracting Officer or his or her designee shall make an equitable adjustment, if any is required, to the contract price. The Consultant shall provide whatever information that the Contracting Officer or his or her designee may require related to the equitable adjustment.
- terminate the Consultant's services in whole or in part for any reason at any time before completion. In that event, the Consultant will be given written notice by the Contracting Officer of such termination specifying the effective date thereof. Compensation will be paid to the Consultant pursuant to the terms of Article 2, COMPENSATION for the work actually performed prior to such date. All documents begun or completed by the Consultant pursuant to this Agreement shall become the property of NJ TRANSIT. After receipt of

such written notice, the Consultant shall not incur any new obligations without the prior written approval of the Contracting Officer and shall cancel as many outstanding obligations so related as possible.

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

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

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

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

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

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

the default was excusable under the provisions of this Article, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 15, TERMINATION FOR CONVENIENCE.

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

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

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

### 18. SOURCE DISCLOSURE:

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

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

the location, by country, where services under the contract, including subcontracted services, will be performed.

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

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

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

- 19. <u>USE OF BRAND NAME PRODUCTS IN DESIGN</u>: Consultants engaged to prepare specifications or to perform design work, or both, for NJ TRANSIT shall prepare such specifications to encourage full and open competition. A situation considered to be restrictive of competition involves specifying only a "brand name" product instead of allowing "an equal" product to be offered and listing the products' salient characteristics. Accordingly, Consultants engaged in preparing specifications or performing design work for NJ TRANSIT are required to include the salient characteristics of a product when it is identified by "brand name" and allow for an equivalent. Consultants may define salient characteristics by using language similar to the following:
  - (a) 'Original Equipment Manufacturer (OEM) part #123 or approved equal that complies with the original equipment manufacturer's requirements or specifications and will not compromise any OEM warranties'; or
  - (b) 'Original Equipment Manufacturer part #123 or approved equal that is appropriate for use with and fits properly in [describe the bus, engine, or other].
  - 20. PATENT RIGHTS AND RIGHTS IN DATA:

# A.) Rights in Data

- 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 and provide a detailed report to FTA.
- 2.) The rights and responsibilities of NJ TRANSIT, the Consultant and the FTA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies and any waiver thereof.
- 21. <u>PUBLICATION AND PUBLICITY</u>: The Consultant, its Subconsultants, assignees, employees or agents shall not release or publish any information or material generated from this project to others outside of NJ TRANSIT without the express written permission of NJ TRANSIT except as specified in the Scope of Services.

# 22. EQUAL EMPLOYMENT OPPORTUNITY:

22.1 The Consultant hereby acknowledges that pursuant to N.J.A.C. 17:27-3.1, NJ TRANSIT cannot award a contract or pay money to any Consultant or Subconsultant which has not agreed

and guaranteed to afford equal employment opportunity in performance of the contract in accordance with an affirmative action program and, except with respect to affectional or sexual orientation, approved under the terms established in N.J.A.C. 17:27.

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

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

The Consultant or Subconsultant, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including 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 Consultant or Subconsultant, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

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

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

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

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

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

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

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

the Consultant.

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

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

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

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

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

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

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

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

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

# 25. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW:

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

### (b) Incorporation of FTA Terms

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

### (c) Changes to Federal Requirements

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

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

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

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

## 30. NJ TRANSIT CODE OF ETHICS FOR CONSULTANTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

shall not invalidate the remaining provisions hereof.

35. <u>NOTIFICATION</u>: Any request, demand, authorization, direction, notice, consent,

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

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

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

If to NJ TRANSIT:

Chief of Procurement & Support Services

NJ TRANSIT

One Penn Plaza East

Newark, New Jersey 07105-2246

Attn:

Taishida Chapman \_\_

Director, Contracts Unit

With a copy to:

NJ TRANSIT

One Penn Plaza East

Newark, New Jersey 07105-2246

Attn: Jeremy Zhang

**Project Manager** 

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If to the Consultant:

AECOM Mott MacDonald JV

30 Knightsbridge Road

Piscataway, New Jersey 08854

Attn: Anil Parikh

Northeast Regional Manager, Principal-in-Charge

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

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

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

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

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

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

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

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

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

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

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

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

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

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

decision of the authorized representative of the Contracting Officer.

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

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

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

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

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

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

otherwise).

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

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

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

Inquiries should be directed to:

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

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

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

The Consultant shall be liable to NJ TRANSIT for any reasonable costs incurred by NJ TRANSIT to correct, modify or redesign any drawings submitted by the Consultant that are found to be

defective or not in accordance with the provisions of this Agreement as a result of any act, error or omission on the part of the Consultant, or its agents, servants or employees. The Consultant shall be given reasonable opportunity to correct any deficiencies at no additional cost to NJ TRANSIT.

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

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

#### 47. FALSE OR FRAUDULENT STATEMENTS AND CLAIMS:

A.) The Consultant recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the project. Accordingly, by signing the Agreement, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Agreement. In addition to other penalties that may be

applicable, the Consultant also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Consultant to the extent the Federal Government deems appropriate.

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

#### 50. CLEAN WATER AND CLEAN AIR ACTS:

- 50.1 The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.:
- (a) With the notification of violating facilities provisions of Executive Order No. 11738;
   "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans", 42 U.S.C. S 7606. The Consultant agrees to report each violation to NJ

TRANSIT and understands and agrees that NJ TRANSIT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

#### (a) Compliance with Regulations

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

#### (b) <u>Nondiscrimination</u>

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>U.S.C.</u> § 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, and N.J.S.A.

10:3-1, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

#### (c) Equal Employment Opportunity

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

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

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.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 and N.J.S.A. 10:5-12(a), the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

#### (3) <u>Disabilities</u>

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 N.J.S.A. 10:5-29.1 and any implementing requirements FTA may issue.

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

#### (e) <u>Information and Reports</u>

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

#### (f) Sanctions for Noncompliance

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

- (1) Withholding of payments to the Consultant under the Contract until the Consultant complies; and/or
- (2) Cancellation, termination or suspension of the Contract, in whole or in part.

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

- D.) Nonconstruction Grants: The Consultant or Subconsultant shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Agreement for all laborers and mechanics, including guards and watchmen, working on the Agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. These records shall be made available by the Consultant or Subconsultant for inspection, copying, or transcription by authorized representatives of NJ TRANSIT, the FTA and the Department of Labor, and the Consultant or Subconsultant will permit such representatives to interview employees during working hours on the job.
- E.) Subcontracts: The Consultant or Subconsultant shall insert in any subcontracts the clauses set forth in Paragraphs A through E of this Section and also a clause requiring the Subconsultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any Subconsultant or lower tier Subconsultant with the clauses set forth in Paragraphs A through E of this Section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded.

- E.) The prohibition on the use of appropriated funds does not apply in the case of a payment of reasonable compensation to an officer or employee of the Consultant or Subconsultant if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
- F.) The prohibition on the use of appropriated funds does not apply in the case of any reasonable payment to an officer or employee of a Consultant or Subconsultant or to a person, other than an officer or employee of a Consultant or Subconsultant, if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal or application for a Federal contract, grant, loan or cooperative agreement.
- 56. BUY AMERICA DESIGN REQUIREMENTS: If engineering, design, architectural or surveying services are provided under this Agreement, 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.

- U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their Consultant's are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
- 58. <u>SEISMIC SAFETY</u>: If engineering, design, architectural or surveying services are provided under this Agreement, the Consultant agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 and will certify to compliance to the extent required by the regulation. The Consultant also agrees to ensure that all work performed under this contract including work performed by a Subconsultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.
- 59. <u>SETTING OFF TAX ARREARS AGAINST SUMS OWED</u>: Whenever a taxpayer under contract with the State of New Jersey is indebted for any State Tax in accordance with 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) calendar days of such notice under the procedures for protests

established under N.J.S.A 54:49-18, but no request for conference, protest, or subsequent appeal to the

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

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

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

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

or Subcontractor of construction projects shall be stayed.

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

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

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

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

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

Division's website at <a href="http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf">http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf</a>. Consultants must

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

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

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

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

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

below, are incorporated into this Contract:

Exhibit A: Scope of Services

Exhibit B: Cost Information

Exhibit C: NJ TRANSIT Travel and Business Reimbursement Guidelines

Exhibit D: DBE Requirements and Forms

Exhibit E: Consultant Certifications

# Exhibit F: Addenda

IN WITNESS WHEREOF, the parties he	reto have caused this Agreement to be duly executed the		
day of	to be effective as of the day and year first above written.		
WITNESS:	NEW JERSEY TRANSIT CORPORATION		
By:	By:  Contracting Officer or Duly Authorized		
WITNESS:	CONSULTANT		
By: Title VICE PRESIDENT AEZOM	By:  Title Vice President and Prog. Execute AECOM		
The aforementioned Agr	reement has been reviewed and approved as to form only.		
	GURBIR S. GREWAL ATTORNEY GENERAL OF NEW JERSEY		

# **NJ TRANSIT AGREEMENT NO. 18-015 CONSTRUCTION MANAGEMENT SERVICES FOR THE RARITAN RIVER BRIDGE REPLACEMENT PROJECT EXHIBIT A - PROJECT SERVICES**

# PROJECT BACKGROUND AND DESCRIPTION

# A. Project Background

NJ TRANSIT will be replacing the existing Raritan River Swing Bridge (also referred to as "the existing bridge") with a new Raritan River Lift bridge (also referred to as "the new bridge") to be built off line of the existing bridge. When completed, the Raritan River Lift Bridge will provide for renewed rail service on the North Jersey Coast Line Railroad with improved operating speeds.

The Project involves the construction of a new multiple span two-track bridge structure with two (2) truss spans as flanking spans to a new lift span main bridge over the navigable channel. The construction will include all foundations, steel girders, steel trusses, deck plates, lift towers and lift bridge span and all ancillary approach work such as retaining walls, structural fill, track work, signal system, catenary system and bridge power systems necessary to provide for a complete Project. Additionally, railroad infrastructure modifications and improvements will involve force account coordination with NJ TRANSIT and the Consolidated Rail Corporation (Conrail). The existing bridge will remain in service until the new bridge is completed.

More specifically, the work required to construct the Raritan River Lift Bridge will include but is not limited to, site work, environmental remediation, ground improvement, railroad infrastructure construction, steel girder, steel truss and steel towers and a steel lift span, mechanical and electrical systems, and all the required foundation and pier construction necessary to complete construction. Additionally, the construction components for the anticipated site work includes, but is not limited to, placement of backfill, retaining walls, abutment structures, wing walls, bridge structures and foundations, utility relocations, drainage improvements, utility installations, site lighting, and associated work elements.

Railroad infrastructure construction included within this Project consists of the installations of running and siding tracks, catenary and electrification components, signal installations and communication components. Connections and interfaces with the NJ TRANSIT North Jersey Coast Line rail line, and power feeds to railroad infrastructure are also required.

This RFP includes CM services for preconstruction services, and CM services relating to the construction phase of the new Raritan River Lift Bridge, including associated third party utility and railroad force account activities.

During construction, the CM team will provide a management team for oversight of all construction related activities associated with the Project.

The Construction Management team will also provide testing and commissioning support.

# B. Construction Management Objectives

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

- 1. Completion of the Project within prescribed schedule and budget.
- 2. Constructability and staging review to minimize change orders, claims exposure and impacts to construction.
- 3. On-time performance by each Contractor through critical path method (CPM) scheduling, schedule monitoring and analysis.
- 4. Ensure the final product is a proper functioning, safe Project, which reflects the work elements as described in the plans and specifications.
- 5. Document and maintain accurate account of detailed records for all Project activities.
- 6. Strict compliance and enforcement of all contract requirements, rules, standards and requirements of NJ TRANSIT and Conrail Rail Operations Departments.
- 7. Complete the Project with zero safety incidents by maintaining safe construction conditions with zero tolerance to safety deviation on site. The JV will provide a safety oversight professional reviewing safety on an audit basis, limited to approximately 20 hours per month. The Contractor is responsible for site safety.
- 8. Minimizing impact to NJ TRANSIT customers who rely on the efficient operation of NJ TRANSIT rail and facilities.
- 9. Strict enforcement with all applicable Federal, State and local codes, statutes, regulations, and ordinances governing all Project Work.
- 10. Maintenance of safe construction conditions and good construction quality control.
- 11. Minimizing impact to rail operations.
- 12. Maintaining access to private property at all times during construction.
- 13. Smooth coordination with NJ TRANSIT Railroad Force Account Departments and the Contractor as necessary to facilitate construction schedule adherence for ontime completion.

# C. Responsibilities Overview

- 1. The CM's core responsibilities for this Contract include, but are not limited to the following:
  - a. Construction Management services during construction for compliance with the contract documents, federal, state, and local codes, rules and regulations.
  - b. Special inspection of caisson and pile foundation systems.
  - c. Regular inspections of all civil/structural, building, track, signal, catenary, utility, electrical, mechanical and associated work as specified in the contract documents.

- d. CPM Schedule monitoring including all Construction Contractor and Force Account work.
- e. Creation of the CPM master schedule to include all the Construction Contractor's CPM and Force Account and utility services tasks.
- f. Document Control, storage and maintenance.
- g. Force Account and utility work construction Coordination with NJ TRANSIT and Conrail, as needed.
- h. Analysis and processing of Construction Contractor invoices.
- i. Change Order administration.
- j. Systems commissioning, testing, start-up, training, and revenue service.
- k. Assistance to the Design Consultant in preparation of the project's final asbuilt drawings.
- I. After completion of the new bridge, provide support in connection with demolition of old bridge.
- m. Project closeout.
- 2. The Construction Manager's responsibilities shall also include monitoring and inspecting all construction activity, installation work, systems implementation and overall contract administration, as necessary. Such construction management services shall be conducted to ensure that all Work elements will be performed and completed in compliance with Contract plans, specifications, codes, permits and other regulations.
- 3. The Construction Management firm/team shall only employ experienced individuals, including field inspectors, who are qualified and highly proficient in the areas they will be managing.

# **SCOPE OF SERVICES – GENERAL**

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

# SCOPE OF SERVICES - CONSTRUCTION MANAGEMENT SERVICES

# A. Project Organization

# 1. Project Management

a. NJ TRANSIT's Project Manager for the Raritan River Bridge Replacement Project shall be the singular person responsible for the Project. The successful Proposer will provide a Construction Manager (described more fully below) that will be the point person for the CM services contemplated by the RFP. The successful Proposer's Construction Manager will provide construction support to and oversight of the construction contractor, while the Design Consultant (Hardesty & Hanover/ Gannett Fleming Joint Venture) will provide technical support to the CM and NJ TRANSIT on this Project. NJ TRANSIT's Project Manager may request assistance from the CM services firm, but will be responsible for providing project management guidance to address matters pertaining to Contract interpretation and negotiation issues, dispute resolution, invoice payment approval, Change Order review and process, construction schedule acceptance, supervision of the CM team, and overall management of NJ TRANSIT staff and Force Account activities. The successful Proposer's Construction Manager will be the single point of contact for the Consultant. NJ TRANSIT's Construction Manager will be the main point of contact for the successful Proposer's Construction Manager to communicate with NJ TRANSIT.

# 2. Construction Manager (Provided by the Consultant)

- a. The Construction Manager shall keep NJ TRANSIT informed at all times in a timely fashion of the progress of the Project including its financial status. The Construction Manager shall be responsible for monitoring, planning and the construction process and for proactively anticipating problems and issues affecting the project schedule and budget, and address them before they reach a critical level. The Construction Manager shall maintain a continuous dialogue with the NJ TRANSIT Project Manager in all matters affecting the schedule and budget of the project.
- b. The Construction Manager shall be responsible for providing experienced and integrated office and technical field support personnel, including Resident Engineer(s) and Inspectors, for monitoring and inspecting the work performed by the Construction Contractor and Force Account services.

- c. The Construction Manager shall be responsible for supplying all support personnel, including individuals with senior level skills, especially in the construction of vertical lift bridges, caisson foundations and pile foundations, to assist the Construction Manager as it pertains to the actual construction work, sequencing, monitoring the project schedules and budgetary expenditures, implementation of the approved quality assurance and quality control procedures, Change Order document preparation, claims avoidance, invoice analysis and overall administrative functions.
- d. The Construction Manager is required to evaluate the Construction Contractor's requests for change orders and Design Consultant's responses to Construction Contractor's Request for Information; preparation of material take-offs and cost estimates for each Notice-of-Proposed Change (NPC); assist in negotiation of the Construction Contractor's cost proposals for additional work, and processing of the corresponding paper work to incorporate the change orders into the contract by NJ TRANSIT Contracting Officer.

# **B.** Construction Management Organization - Staffing

# 1. Staffing Requirements

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

- a. The Raritan River Bridge Replacement Project will be divided in two (2) phases. Phase 1 will consist of Preconstruction Services and bid support. Phase 2 will consist of contract construction management services of the Raritan River Bridge Lift Bridge Replacement. In general, the Construction Work consists of the civil, structural, track, catenary, signal work and power system construction.
- b. The successful Proposer shall ensure that the CM team shall be headed by a Construction Manager and full-time Resident Engineer(s) who shall have the responsibility for the coordination of all construction activities for the entire Project. The Construction Manager and/or the Resident Engineer(s) shall have a minimum of ten (10) years' experience in the construction of moveable bridges, specifically vertical lift bridges in a marine environment, complete with caisson and pile foundation systems. In addition to the Resident Engineer(s), at a minimum, the Construction Management staff shall include the following:

- i. As required, full-time Inspectors for each discipline on each shift: civil/structural (major bridge construction specifically moveable bridges), caisson and pile foundation systems, track, signal & Electric Traction work catenary installation and bridge power systems. The work experience of these inspectors should be in a marine environment. Although the inspectors are expected to work full-time when their services are required, the services within each discipline may not be required for the duration of the Project. In the event inspection services are no longer needed, NJ TRANSIT's construction manager may in his or her sole discretion advise the CM firm accordingly.
- ii. A part-time Scheduler/Estimator to participate in the monthly schedule review meetings and review and approval of the Construction Contractor's Baseline Schedule and monthly schedule updates.
- Clerical and field support staff, as necessary and as approved by NJ TRANSIT.
- iv. A project accountant for the management of force account reimbursement to third parties.
- v. A dedicated Document Control Specialist.
- vi. A part-time (on call) survey team to verify the Construction Contractor's civil, foundation and track work prior to acceptance.
- c. The Construction Management firm shall ensure that its on-site Resident Engineer(s) and Technical Field Staff named in the Proposal shall be made available as proposed for the Raritan River Bridge Replacement Project. Should replacements be required due to unavoidable circumstances, the Construction Manager shall make such request in writing with resumes of replacement staff to NJ TRANSIT's Construction Manager. Such replacements shall not be implemented without prior written approval of NJ TRANSIT.
- d. Prior to commencement of Construction Work on Railroad property, Construction Management personnel working on the site shall attend both Conrail and NJ TRANSIT safety orientation classes, which will be provided by the Railroads at no cost to the Consultant. Construction Management personnel are required to travel to off-site training facilities for administration of this class. Upon completion of the safety orientation classes, each trained employee shall be issued a safety sticker to be placed on the employee's hardhat and photo identification badge. The employee must display the sticker/badge when working on the Railroad Property. Any additional costs for training are the responsibility of the CM Team.

e. NJ TRANSIT reserves right to require the Consultant to scale back staffing during any moratorium period where the Construction Contractor is not performing any fieldwork. Upon resumption of the work by the Construction Contractor, the Construction Manager is expected to provide staffing as required for the Project or as directed by NJ TRANSIT.

# C. Additional Construction Management Responsibilities

#### 1. General

a. The Construction Manager shall be responsible for all aspects of CM, including, but not limited to, full responsibility for monitoring, inspection, acceptance and approval of all contract performed work; integration and coordination of force account efforts with that of the construction Contractors; and monitoring of individual project schedules and reporting such as daily inspection reports, testing reports, monthly reports and any other activities that generate a report to the NJ TRANSIT staff. The construction Manager shall review the Contractors monthly CPM schedule for acceptance by NJ TRANSIT.

<b>Contract Activity</b>	Description of CM Firm's Services	Duration
Preconstruction	Pre-award assistance in the NJ TRANSIT bid process	8 months
Design	for all contracts associated with this project and	
Assistance	provide a complete Management Procedures and	
	Document Control System in compliance with NJ TRANSIT's Document Control Procedures.	
Construction	Support in connection with the construction	62
	contractor's complete construction of new Raritan	months
	River Lift Bridge constructed off line of the existing	
	bridge as a replacement for the existing swing bridge	
	including all approach spans and transitions into the	
	existing track structure on either approach to the	
Tantin n. 0	bridge.	0 41
Testing &	Support of Testing & Commissioning of bridge	3 months
Commissioning	Compart in appropriate with demolities of eviction	12
Demolition	Support in connection with demolition of existing	nonths
Existing Bridge	bridge	6 months
Contract closeout	Contract closeout	6 months
	TOTAL	91
		MONTHS

b. Conrail and NJ TRANSIT force account personnel may perform portions of the Railroad construction work as required. If this occurs, CM services shall include monitoring of this construction work, reviewing all associated payment documentation and making a recommendation on acceptability, providing assistance on planning, budget expenditure analysis, job control and technical assistance for particular specialty items, creating all Force Account CPM schedules, and maintenance of the Master Construction Schedule. The Construction Manager shall also provide coordination and integration of all such Force Account Work into the Construction Contractor's CPM schedule. The Construction Managers' scheduling, coordinating, monitoring and approving the Force Account expenditures are an essential task to ensure timely completion of the services.

- c. The Construction Manager shall perform a thorough evaluation and recommend acceptance/rejection of the Construction Contractor's initial schedule submissions, as well as its monthly schedule update submissions, until substantial completion of the respective construction Contract or as directed by NJ TRANSIT. The Construction Contractor's CPM Construction Schedule will be specified as Primavera based with detailed tasks and subtasks as necessary for the respective Contract to be completed in a timely fashion. The following are key scheduling related concerns of NJ TRANSIT that will require Construction Management attention:
  - i. Review and approval of Baseline Schedule.
  - ii. Monitor Baseline durations and milestones.
  - iii. Clarity of respective detailed construction tasks and sub-tasks will be clear and logical construction sequences, in order for an on time, on budget, sage, and quality/reliable product.
  - iv. Timely recommendations to NJ TRANSIT regarding the schedule submission, as well as responses to the respective Construction Contractor regarding their schedule submission.
  - v. Thorough evaluation of Construction Contractor(s) progress payments such that the payments reflect the actual work accomplished for the period.
  - vi. Coordination and integration of all Force Account Work into the baseline and updated Construction Contractor's CPM schedule and monthly updates.
  - vii. Creation and monthly updates of all the Force Account schedules by the Construction Manager.
  - viii. Maintenance of the Master Construction schedule by the Construction Manager.
  - ix. Performing the schedule analysis and suggesting a recovery plan to bring the project back on schedule in case of a project delay.
  - x. Providing for record an as-built schedule at the final close out.
- d. The Construction Manager shall maintain, at the site office, a record copy in both electronic and hardcopy format of all project communication in the form of correspondence, meeting minutes, technical conversation summaries, telephone logs, visitors' log, etc.
- e. The Construction Manager shall maintain at the site office a current record copy in both electronic and hardcopy format of all project documents, drawings, shop drawing, samples, permits, etc.

- f. The Construction Manager shall maintain a direct line of communication with the Project's Design Consultant (Hardesty & Hanover/Gannett Fleming Joint Venture) as it pertains to the Project's technical evaluation issues and resolutions. However, the Construction Manager will not direct or take direction from the Design Consultant and will rely upon NJ TRANSIT's Project Manager to communicate with the Design Consultant to address technical issues regarding the design and control documents. The Construction Manager shall be the only one who will communicate with the Construction Contractor to transmit Design Consultant information regarding Contracts technical issues or resolutions.
- g. All Construction Management communications regarding Progress Reports, status reports, and all other submissions, will be transmitted to NJ TRANSIT's Project Manager or his or her designee in a form suitable to NJ TRANSIT.
- h. Contract administration responsibilities include the preparation of Change Orders documentation (initial Change Order evaluation and cost estimating, schedule impact analysis), as well as the review and recommendation of such Work, claims avoidance tasks, coordination and permanence of shop drawings reviews, prompt responses to Requests-for-Information (RFI's) and, the timely and safe completion of the Project within schedule.
- i. The responsibilities identified above and hereinafter are not intended to portray the complete extent of the services required. Rather, such responsibilities are intended to highlight areas of particular concern to NJ TRANSIT; as part of Contract negotiations and as the Project proceeds, there may be refinement and adjustment of the Scope of Work. Proposers are invited to suggest refinements and improvements to the Scope of Services in their Proposals.
- j. The Construction Manager will receive, review when required and compare Contractor's DBE reports to contractual goals and report to NJ TRANSIT on compliance.
- k. The Construction Manager shall monitor the performance of DBE subconsultants on the Construction Management Team and collect and report data on DBE participation to the NJ TRANSIT's Office of Business Development (OBD). The Construction Manager shall supply the required forms to the DBE subconsultants. DBE subconsultants on the Construction Management Team shall report their DBE status on the forms and submit it with the monthly invoice to the Construction Manager. This form will be reviewed by OBD to determine Contract compliance with respect to the DBE goal established for this Contract.

# 2. PRE-CONSTRUCTION SERVICES

The Construction Manager is expected to begin mobilizing within thirty (30) calendar days of NJ TRANSIT's issuance of the Notice to Proceed (NTP). The Construction Manager is also expected to provide a detailed organizational and management plan covering specific personnel needs for the duration of the project within thirty (30) calendar days of NJ TRANSIT's issuance of the NTP. The Construction Management firm's mobilization for pre-construction should consider that the entire Construction Management team is not to be mobilized. Rather, staff should be available only as needed for Tasks P1-P2 below.

During pre-construction, the Construction Manager shall be responsible for and shall perform the following pre-construction tasks:

# TASK P1 - PRE-AWARD ASSISTANCE

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

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

# TASK P2 - MANAGEMENT PROCEDURES AND DOCUMENT CONTROL

a. The Construction Manager will develop and submit for review a Project-specific Construction Management Plan (CMP), detailing methodologies for all standard Construction Management procedures. Such methodologies shall include, but not be limited to, project description, roles and responsibilities, organization chart and guidelines for handling, monitoring and inspecting all completed and installed work, material and equipment testing in the field and at manufacturing sites, development and implementation of quality assurance and quality control measures, and the development of a safety program for Construction Management personnel which shall include monitoring and enforcement of the respective Contractor(s)' safety program.

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

# c. Project Document Control System

The Construction Manager shall, in compliance with NJ TRANSIT's Document Control Procedures, coordinate and maintain internal procedures to identify and manage correspondence, business documents, current revision of instructions, procedures, drawings, specifications, reports and analyses, etc. NJ TRANSIT's objective is to establish a "paperless" project to the extent as practicable.

Access to NJ TRANSIT's ECMS by the Construction Manager's DCS is granted at the discretion of NJ TRANSIT after completion of training and documentation by NJ TRANSIT's CP&P Records Management staff. The CM Firm and individuals accessing NJ TRANSIT's ECMS shall execute a Nondisclosure Agreement, a sample of which is included herein as Attachment D, upon execution of the Contract.

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

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

The Construction Manager's DCS shall manage all Project hardcopy and electronic documents, including, but not limited to the following:

- General Project correspondence
- o Contracts, specifications, progress reports, invoices
- o Budget & finance data
- Drawings, plans, and images

- Project related e-mail messages and attachments
  - o CDs, DVDs, and other hard media
  - Native files and image files of all documents

The DCS will also be responsible for the following tasks:

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

Upon request by NJ TRANSIT, the Construction Manager shall provide DCS personnel at a designated NJ TRANSIT Office to assist in the processing of documents uploaded into ECMS. The Construction Manager DCS uploads shall occur, at a minimum, on a weekly basis to ensure that the Project Files on ECMS are current and adhere to NJ TRANSIT Standards. If necessary, in the event of a situation that prevents the Construction Manager DCS from accessing the ECMS as a result of technical difficulties deemed unavoidable, NJ TRANSIT will provide a contingency plan to the Construction Manager that will enable continued processing of Project Files.

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

#### **Deliverables:**

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

Schedule: Ongoing.

# 3. CONSTRUCTION MANAGEMENT ADMINISTRATION

The Construction Manager will provide Resident Engineering services for the construction of the new bridge and demolition of the old bridge. A summary of the major construction work elements for the work are shown below:

# RARITAN RIVER BRIDGE REPLACEMENT • Install temporary Work Platform both Approaches Install Drilled Shaft and Pile Foundations Install retaining walls and embankment Offsite and In Plant Inspection Services Prior to Material Shipment Install Abutments and wing walls Install Pier Caps Install Steel Girders Install Truss Spans • Install lift Towers and Lift span Install Deck Plates and Miscellaneous steel Install final Paint coat on all steel Install Ballast Install Mechanical and Electrical Systems and Lighting Install Communication and Security Systems Install Fender System Commissioning and Safety Certification Demolish Existing Bridge FORCE ACCOUNT WORK Install Track work including special work Install Signal System Install Catenary System Install power System Test Electrical Systems

#### TASK C1 - CONSTRUCTION MANAGEMENT ADMINISTRATION

#### a. Mobilization at Construction Site

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

#### b. Work Coordination

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

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

#### c. Force Account Assistance

The Construction Manager shall meet with NJ TRANSIT's Construction Manager/Designee and Force Account managers to identify construction management needs for the successful controlling of the project schedule, work plans, and budgets. The same shall be done with respect to Conrail rights-of-way, as necessary. The Construction Manager shall also be prepared to monitor Force Account work and provide daily reports detailing time and materials utilized. The Construction Manager will ensure integration of all Force Account work into the respective Contractor(s) construction schedule.

#### d. Document Control

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

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

Prior to final payment the Construction Contractor shall submit a copy of the Marked-Up Drawings of all Contract Drawings whether altered or not to the Construction Manager with the Contractor's certifications as to the accuracy of the information.

Since the Raritan River Bridge Replacement Project is funded through the FTA, the Construction Manager will be required to maintain documents keeping track of cost associated and expended from the funding source. The NJ TRANSIT Project Manager will provide direction in this regard.

# e. Project Meetings

Prior to the start of any Contract, the Construction Manager shall conduct a Pre-Construction meeting with personnel representing the Construction Contractor, NJ TRANSIT, the Project Design Consultant, the local municipalities, Conrail, Public Utilities and any other Project entities where such attendance is deemed important. During the duration of this Contract, the Construction Manager shall schedule progress meetings on a bi-weekly basis, or held more frequently as deemed necessary by NJ TRANSIT. A draft of detailed minutes shall be prepared by the Construction Manager and forwarded to NJ TRANSIT's Project Manager for review and approval within three (3) business days of the conclusion of such meetings. Upon approval of the minutes, the Construction Manager will distribute the minutes to all Project participants, or as directed by NJ TRANSIT.

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

#### f. Community Relations

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

# g. Cost Control

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

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

#### h. Labor Relations Assistance

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

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

# Record Keeping

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

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

#### j. Project Progress Reports

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

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

# **Deliverables Task C1:** [For all Project components]

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

# TASK C2 - INSPECTION & TESTING

- a. The Construction Manager shall conduct on-site inspections of all Work performed by the Construction Contractor to determine that such Work is being performed in conformance with the respective Contract construction plans, project schedule, specifications, codes, permits and other applicable regulations. The Construction Manager's inspectors will keep daily records of the construction Work on the Inspector's Daily Record of Project Work in progress in addition to keeping bound daily diaries. All completed Project Work shall be approved by the Construction Manager prior to final approval/acceptance of such Work by NJ TRANSIT.
- b. The Construction Manager shall coordinate with NJ TRANSIT's Licensed Site Remediation Professional (LSRP) for any environmental aspects or provisions of this Contract. The LSRP will be solely responsible for any environmental testing or inspections. The LSRP's remediation scope will be with the most recent regulations of the NJ Department of Environmental Protection, US Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), and any Federal, State, or local agency governing this Project.
- The Construction Manager shall identify any non-compliant Project Work and notify the respective Construction Contractor within a twentyfour (24) hour period. The Construction Manager shall evaluate the non-conforming Project Work and determine if it justifies a Stop Work notice. Prior to a Stop Work notice being issued to any Contractor, the Construction Manager shall inform NJ TRANSIT's Project Manager of the non-conforming Work and confer on the recommended actions to be taken. The Construction Manager will enforce the Stop Work notice on the respective Contractor by not allowing any progress Work associated with the non-compliant Work to continue until the Contractor either has corrected the Work to conform to the Project specifications. or has justified the reasons for the non-compliance to the complete satisfaction of NJ TRANSIT. The Construction Manager will not allow progressive Work to continue until NJ TRANSIT has issued a directive to do so. The Construction Manager shall keep an updated log regarding non-compliant Work on site; this log shall conform to the procedures outlined in Section III., C.2: TASK P2 - Management Procedures and Document Control. The Construction Contractor will be advised as part of the non-compliance report issued by the CM that any lost time incurred due to the Contractor correcting any noncompliance work will not be allowed as the basis for a time extension claim.

- d. The Construction Manager shall conduct on and off site (if necessary) inspection and testing of all material and equipment to be incorporated and/or installed as part of the Project. All such items shall be approved by the Construction Manager prior to placement, installation and/or final acceptance of such Project Work by NJ TRANSIT. The items listed in subsection (1) below are typical of the items to be inspected both on and off-site or at the manufacturer's facility for the Bridge Lift Span and Truss Spans.
  - 1. Typical Items That Would Be Subject to Inspection on Lift Bridge Projects On-site and Off-site:
    - a. Mechanical Items
      - Wire Rope Counter weight/operating rope test to destruction
      - Sheave fabrication
        - Shaft installation/shrink fit
          - Groove Checks
      - Reducer tests
        - Spin tests
        - Load tests
        - Contact checks
        - Oil checks
        - Auxiliary clutch engagement (if utilized)
      - Shop Assembly-final assembly/alignment of drive system
      - Field assembly- final commissioning and testing

# b. Electrical Items

- Motor tests
  - Main and Auxiliary
    - Motor factory tests for power input;
       efficiency; output torque (loads up to 150% rated torque); full load heat run
    - Drive and motor testing at facility that has a four-quadrant dynamometer at 0%, 255, 50%, 75%, 100% and 150% driving and retarding torque at both full and reduced speed; confirm motor/drive coordination and programming
    - Lock Motors similar to main/auxiliary less heat run

- Bridge control & power system Shop tests of simulated operations – fully interconnected (typ. excludes main motors, lock motor, brakes)
- Final field commissioning and testing

#### c. Structural

- Shop assembly demonstration of final alignment
- Field assembly demonstration of final alignment

#### d. Mechanical

- Wire rope group diameter checks
- Sheave fabrication
  - Welding Non-Destructive Testing (NDT)
  - Drum Checks
    - Measure grooves / diameters for helical drums
    - o NDT
  - Spherical roller bearings
    - Fit / tolerance checks
    - Outer race / fabrication checks
  - Lock Assemblies
    - Tolerance and fit up
  - Rope take ups at lift girder steel billet fit up
  - Lift Girder NDT
  - Machinery supports
    - NDT
    - Tolerance checks
    - Surface finish checks

## e. Electrical

- MCC inspection at manufacturer facility prior to shipment to control system vendor
- Electrical Field Installation daily observation / inspection

#### f. Structural

- Baseline fabrication inspection and NDT
  - Weld testing
  - Material certifications
  - Material testing
- Bolt testing Pre-installation verification and installation testing
- Verification of Contact at milled connections of truss member abutting ends (shop and field)
- Field installation daily inspection and verification

 The Construction Manager will maintain one set of As-Built construction prints. These drawings will be kept up to date by redlining all changes, additions or deletions to the Construction Contract, including subsurface conditions.

#### **Deliverables:**

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

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

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

Within six (6) months prior to the end of the General Construction Contract with the Construction Contractor, the Construction Manager will submit to NJ TRANSIT a comprehensive testing and commissioning program to be used by the Construction Contractor for interim and final acceptance testing of all the building and yard systems. All Work associated with testing and commissioning is to be included within Task C2.

#### **Deliverables:**

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

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

#### **Deliverables:**

Recommendation memos as appropriate

## TASK C3 - SCHEDULE CONTROL

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

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

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

#### **Deliverables:**

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

## TASK C4 - STAGING AND SITE SPECIFIC WORK PLANS

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

#### **Deliverables:**

- Construction staging plans
- SSWP reviews and comments.

## TASK C5 - SHOP DRAWINGS AND MATERIAL REVIEW/HANDLING

- a. The Construction Manager shall follow detailed procedures established during the Pre-Construction Phase (Section III, C.2., Task P2) for expediting the processing and review of shop drawings and materials. The Construction Management Team shall maintain a shop drawing and material submittal log and shall coordinate the processing and review of all such data with Hardesty & Hanover/Gannett Fleming, the Project Design Consultant. The Construction Manager should assume that the Design Consultant will complete its review of all submissions within twenty-one (21) calendar days of receipt of the same from the Construction Manager.
- b. Upon receipt of the Construction Contractor's construction shop drawing and material submissions, the Construction Manager shall have three (3) calendar days to review all submissions for Construction Contract conformance prior to forwarding to the Design Consultant and/or the respective utility. If a Contractor's submission is not in conformance with the Construction Contract, the Construction Manager shall reject the submission and log its rejection, and resubmission. The Construction Manager shall log each submission sent to the Design Consultant (DC) and inform NJ TRANSIT's Project Manager when the Design Consultant's review has taken in excess of twenty-one (21) calendar days. The Construction Manager shall forward to the Construction Contractor their submission with the Design Consultant's approval or comments of rejection, within five (5) calendar days after receipt from the Design Consultant.
- c. The Construction Manager shall take such actions as may be required to prevent installation of any material or equipment not approved or certified. The Construction Manager shall promptly notify the Contractor of any and all Work or items that fail to conform to the Contract plans or specifications. As directed by NJ TRANSIT, the Construction Manager will provide facility / plant inspections of Contractor supplied materials to be used on the Project.

d. Requests for Information (RFI):

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

#### **Deliverables:**

- Document control sheets
- Contractor submittal log
- RFI Review/response log

## TASK C6 – PROJECT CHANGE MANAGEMENT (CHANGE ORDERS)

- a. The Construction Manager shall follow the detailed Change Order Procedures established in the Pre-Construction Phase (Section III, C.2., Task P2) for expediting the review and negotiations of all Contract Change Orders Requests (COR). The Construction Manager will maintain a COR log and coordinate the review and negotiations of all COR's with NJ TRANSIT's Project Manager and Contracting Officer.
- b. When a COR issue has been brought to the attention of the Construction Manager, and at the sole direction of NJ TRANSIT's Project Manager, the Construction Manager will issue a Notice of Proposed Change (NPC) to the respective Contractor and prepare the corresponding cost estimate. Upon receipt of the Construction Contractor NPC cost estimate, the Construction Manager will have five (5) calendar days to review the submission for entitlement, perform a cost/price analysis, and submit to NJ TRANSIT's Project Manager its recommended action for such Contract modification.
- c. The Construction Manager will coordinate and participate in the negotiation meetings of all Change Orders. The Construction Manager shall not negotiate any Change Orders without the NJ TRANSIT Contracting Officer and Project Manager present. The NJ TRANSIT Contracting Officer is the only person authorized to direct the respective Construction Contractor to proceed with the Change Order Project Work.

#### **Deliverables:**

- Change Order File containing COR's,
- NPC's and Change Order Status Log

 Materials developed in "a." above (i.e. estimates, quotes, take-offs, schedule back-up, etc.)

## TASK C7 - QUALITY ASSURANCE AND QUALITY CONTROL

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

#### **Deliverable:**

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

## TASK C8 - PROJECT SAFETY

- a. Prior to commencement of Construction Work on Railroad property, Construction Management personnel working on the site shall attend both Conrail and NJ TRANSIT safety orientation classes, which will be provided by the Railroads at no cost to the Consultant. Construction Management personnel are required to travel to off-site training facilities for administration of this class. Each trained employee shall be issued a safety sticker to be placed on the employee's hardhat and photo identification badge. The employee must display the sticker/badge when working on the Railroad Property. Any additional costs for training are the responsibility of the CM Team.
- b. The Construction Manager shall designate a Safety Officer who shall have full authority to act on behalf of the Construction Manager at all times to ensure that all Construction Work is being performed in accordance with Standard Industry Practices and with State and Federal laws regulating job safety. The Safety Officer shall review and approve all Contractor SSWPs. Questionable work practices planned to be used by the Construction Contractor(s) shall be noted by the Construction Manager and promptly brought to the attention of the Construction Contractor prior to the commencement of such Project Work in the field.

- c. Given the nature of this Project's construction site (over a river emptying directly into the Atlantic Ocean with an active shipping channel), site safety is critical to protect construction personnel, NJ TRANSIT personnel and NJ TRANSIT property. To maximize Project Safety, the Construction Manager will review the Construction Contractor Safety Programs and make recommendations to NJ TRANSIT for changes, if any. The Construction Manager will also conduct periodic meetings with NJ TRANSIT and Construction Contractor supervisory personnel for the purpose of reviewing the status of the Project Safety and Loss Prevention Program and reviewing emergency and first aid plans.
- d. Should the Construction Contractor be performing any aspect of the Project Work in an unsafe manner that could jeopardize human safety, the Construction Manager shall issue the Construction Contractor a Stop Work Order and prepare a detailed report of the occurrence that justified this action. The Stop Work Order shall not be lifted until the Construction Contractor has implemented corrective measures to eliminate the unsafe practice. The elimination of an unsafe practice shall be determined by the Construction Manager and NJ TRANSIT. In no event shall NJ TRANSIT be responsible for costs associated with CM's measures to eliminate the unsafe practice and/or remedy the Stop Work Order. The Construction Contractor will be advised by the CM as part of the notification of the unsafe work practice or stop work order that any time lost incurred by the Construction Contractor to correct the unsafe work practice and/or the stop work order will not be allowed as the basis for a time extension claim.
- e. The Construction Manager will develop procedures with the Construction Contractor so that visitors to the site are first directed to the Construction Management Office, and, if appropriate, NJ TRANSIT can be notified.

#### **Deliverables:**

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

TASK C9 - PROJECT CLOSEOUT

- a. The Construction Manager shall determine when the construction contract(s) is substantially complete and obtain the concurrence of NJ TRANSIT's Project Manager prior to his/her preparation of a punch list of Work remaining to be finished in support of the construction contract(s). In coordination with NJ TRANSIT, the Construction Manager will prepare a punch list of incomplete or unsatisfactory items and the scheduled dates of completion. Certificates of Substantial Completion shall be prepared with the punch list attached, and the Certificate approved by the Construction Manager, the Design Consultant and the Construction Contractor. The Certificate will then be given to NJ TRANSIT for approval. The Construction Manager will also submit any necessary documentation for the assessment of Liquidated Damages.
- b. The Construction Manager will coordinate the correction and completion of remaining Work identified on the punch list. The Construction Manager will generate a monthly report on the status of punch list items.
- c. The Construction Manager shall determine final completion and provide written notice to NJ TRANSIT and the Project Design Consultant that punch list items have been resolved and the Project Work is ready for final inspection. After satisfactory final inspection and NJ TRANSIT concurrence, secure and transmit to the Contracting Officer the required guarantees, affidavits, releases, bonds, Operating and Maintenance (O&M) Manuals, waivers, etc. The Construction Manager shall certify in writing that all Work has been completed in accordance with the Contract plans and specifications and, that final estimate of payment to the Construction Contractor is correct.
- d. The Construction Manager shall advise NJ TRANSIT's Project Manager in writing when all Building Systems (HVAC, Lighting, etc.) and Communications Systems have been tested, approved and ready to place into service. This activity should be conducted in accordance with the testing and commissioning program submitted by the Construction Manager to meet the requirements of Task C2. The Construction Manager shall also assist in the preparation of plans for initial start-up of operations and shall provide support to NJ TRANSIT before and after initiating operation.

- e. The Construction Manager will coordinate with NJ TRANSIT's Project Manager to schedule any training necessary for NJ TRANSIT personnel on all applicable equipment and systems, which is a contractual obligation of each Construction Contractor, for each piece of equipment installed. The Construction Manager shall submit within five (5) calendars days of receipt of the specific training manuals and session outline, a recommendation of action to NJ TRANSIT's Project Manager. Under no circumstances shall the Construction Manager allow training of any NJ TRANSIT personnel without the prior approval by NJ TRANSIT's Project Manager.
- f. The Construction Manager should anticipate approximately a six (6) month contract closeout period.

#### **Deliverables:**

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

## TASK C10 - AS DIRECTED

- a. The Construction Manager shall include an As Directed Task in the Cost Proposal, which shall have 1600 person-hours allotted for technical professional staff.
- b. The Construction Management firm will be given a \$300,000 allowance for miscellaneous survey, testing and monitoring throughout the life of the project and where there is no provision for such testing in the Construction Contract. The allowance is only to be spent upon prior approval of NJ TRANSIT's Project Manager or his/her Designee.
- c. The Construction Management firm shall have at its immediate disposal a land surveying team to perform surveying activities as necessary and upon request of the Construction Manager. An allowance of \$300,000 shall be included in the direct expenses of the Cost Proposal, and this allowance shall not be used without the prior approval of NJ TRANSIT's Project Manager.

# **NJ TRANSIT AGREEMENT NO. 18-015 CONSTRUCTION MANAGEMENT SERVICES FOR THE RARITAN RIVER BRIDGE REPLACEMENT PROJECT EXHIBIT B - COST INFORMATION**

## ATTACHMENT B-1 - REVISED December 12, 2019

## **COST AND FEE FIRM RECAP - TEAM SUMMARY**

FIRM	MAN HOURS	TOTAL DIRECT		INDIRECT LABOR COST (OVERHEAD) @ XXX.XX%	SUBTOTAL	F	IXED FEE @ 10%	DI	IRECT EXPENSES	٦	TOTAL COST
AECOM (Office)	1,320.00	\$ 162,956.0	0 \$	\$ 223,005.28	\$ 385,961.28	\$	38,596.13	\$	-	\$	424,557.41
AECOM (Field)	46,078.00	\$ 4,067,688.0	4 \$	\$ 4,496,644.23	\$ 8,564,332.27	\$	856,433.23	\$	472,062.00	\$	9,892,827.50
Mott MacDonald (Office)	1,080.00	\$ 106,197.2	o \$	\$ 188,383.21	\$ 294,580.41	\$	29,458.04	\$	-	\$	324,038.45
Mott MacDonald (Field)	37,488.00	\$ 3,155,088.6	4 \$	\$ 4,812,944.31	\$ 7,968,032.95	\$	796,803.29	\$	35,863.43	\$	8,800,699.67
Amercom Corporation	47,040.00	\$ 2,382,083.2	0 \$	\$ 2,228,330.55	\$ 4,610,413.75	\$	461,041.38	\$	35,032.00	\$	5,106,487.13
Collins Engineers, Inc.	20.00	\$ 24,597.4	0 \$	\$ 28,354.09	\$ 52,951.49	\$	5,295.15	\$	13,943.20	\$	72,189.84
Dan Brown and Associates	10,496.00	\$ 628,943.6	8 \$	\$ 777,603.09	\$ 1,406,546.77	\$	140,654.68	\$	142,609.60	\$	1,689,811.05
Garg Consulting Services	4,280.00	\$ 324,393.6	0 \$	\$ 360,076.90	\$ 684,470.50	\$	68,447.05	\$	7,192.00	\$	760,109.55
Modjeski and Masters, Inc.	14,496.00	\$ 922,793.9	2 \$	\$ 1,506,670.80	\$ 2,429,464.72	\$	242,946.47	\$	10,835.85	\$	2,683,247.04
Promatech, Inc.	5,080.00	\$ 353,364.8	0 \$	\$ 271,127.17	\$ 624,491.97	\$	62,449.20	\$	3,306.00	\$	690,247.17
Stellar Services, Inc.	12,960.00	\$ 652,147.2	0 \$	\$ 1,039,878.35	\$ 1,692,025.55	\$	169,202.55	\$	9,396.00	\$	1,870,624.10
T.Y. Lin International Group	4,320.00	\$ 291,720.0	0 \$	\$ 353,246.40	\$ 644,966.40	\$	64,496.64	\$	29,232.00	\$	738,695.04
AS DIRECTED SERVICES	1,600.00	\$ -	9	-	\$ -	\$	-	\$	-	\$	300,000.00
AS DIRECTED TESTING	0.00	\$ -	9	-	\$ -	\$	-	\$	-	\$	300,000.00
AS DIRECTED SURVEYS	0.00	\$ -	9	-	\$ -	\$	-	\$	-	\$	300,000.00
TOTAL	186,258.00	13,071,973.6	8	16,286,264.38	29,358,238.06		2,935,823.81		759,472.08		33,953,533.95

## ATTACHMENT B-2 - December 13, 2019

## **COST AND FEE FIRM RECAP - TEAM SUMMARY**

TASK	DESCRIPTION	MAN HOURS	TOTAL DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ XXX.XX%	SUBTOTAL	FIXED FEE @ 10%	DIRECT EXPENSES	TOTAL COST
P1	Pre Award	1,020.00	\$ 116,356.20	\$ 181,173.80	\$ 297,530.00	\$ 29,753.00	\$ -	\$ 327,283.00
P2	Management Procedures	2,564.00	\$ 236,990.76	\$ 355,240.73	\$ 592,231.49	\$ 59,223.15	\$ -	\$ 651,454.64
C1	Construction Admin	63,439.00	\$ 4,400,748.53	\$ 5,625,795.53	\$ 10,026,544.06	\$ 1,002,654.41	\$ -	\$ 11,029,198.46
C2	Inspection and Testing	93,817.00	\$ 6,562,964.05	\$ 8,240,306.40	\$ 14,803,270.45	\$ 1,480,327.04	\$ 759,472.08	\$ 17,043,069.57
С3	Schedule Control	6,320.00	\$ 509,508.96	\$ 466,805.82	\$ 976,314.78	\$ 97,631.48	\$ -	\$ 1,073,946.26
C4	Staging and Work Plans	1,760.00	\$ 112,745.60	\$ 118,885.45	\$ 231,631.05	\$ 23,163.10	\$ <del>-</del>	\$ 254,794.15
C5	Shop Drawings and Material Review	2,504.00	\$ 188,997.12	\$ 209,695.85	\$ 398,692.97	\$ 39,869.30	\$ <del>-</del>	\$ 438,562.27
C6	Project Change Management	2,578.00	\$ 206,217.64	\$ 238,345.90	\$ 444,563.54	\$ 44,456.35	\$ -	\$ 489,019.89
<b>C</b> 7	QA/QC	550.00	\$ 70,545.80	\$ 77,985.18	\$ 148,530.98	\$ 14,853.10	\$ <del>-</del>	\$ 163,384.07
C8	Project Safety	3,630.00	\$ 228,135.00	\$ 287,288.96	\$ 515,423.96	\$ 51,542.40	\$ <del>-</del>	\$ 566,966.35
C9	Project Closeout	6,062.00	\$ 389,596.60	\$ 424,764.24	\$ 814,360.84	\$ 81,436.08	\$ -	\$ 895,796.93
C10	As Directed Services - Technical Sopport	2,014.00	\$ 49,167.42	\$ 59,976.53	\$ 109,143.95	\$ 10,914.40	\$ 300,000.00	\$ 420,058.35
	As Directed Services - Survey						\$ 300,000.00	\$ 300,000.00
	As Directed Services - Testing						\$ 300,000.00	\$ 300,000.00
TOTAL	TOTAL	186,258.00	13,071,973.68	16,286,264.39	29,358,238.07	2,935,823.81	1,659,472.08	33,953,533.95

# ATTACHEMENT B-3 COST AND FEE TASKS RECAP BY FIRM

FIRM AECOM

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Task	TASK DESCRIPTION	TOTAL MAN- HOURS PER TASK	DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ XXX.XX%	SUBTOTAL	FIXED FEE @ XX%	DIRECT EXPENSES	TOTAL COST
P1	Pre- Award	480.00	\$ 63,257.60	\$ 86,568.03	\$ 149,825.63	\$ 14,982.56	\$ -	\$ 164,808.19
P2	Management Procedures and Document Control	840.00	\$ 99,698.40	\$ 136,437.26	\$ 236,135.66	\$ 23,613.57	\$ -	\$ 259,749.23
C1	Construction Administration	6,247.00	\$ 768,527.73	\$ 849,572.47	\$ 1,618,100.20	\$ 161,810.02	\$ -	\$ 1,779,910.22
C2	Inspection and Testing	34,225.00	\$ 2,631,588.97	\$ 2,909,101.99	\$ 5,540,690.96	\$ 554,069.10	\$ 472,062.00	\$ 6,566,822.05
С3	Schedule Control	1,360.00	\$ 159,920.16	\$ 176,784.47	\$ 336,704.63	\$ 33,670.46	\$ -	\$ 370,375.09
C4	Staging and Specific Work Plans	360.00	\$ 40,574.80	\$ 44,853.60	\$ 85,428.40	\$ 8,542.84	\$ -	\$ 93,971.24
C5	Shop Drawings and Material Review Handlings	864.00	\$ 97,379.52	\$ 107,648.63	\$ 205,028.15	\$ 20,502.82	\$ -	\$ 225,530.97
C6	Project Change Management	778.00	\$ 95,638.84	\$ 105,724.39	\$ 201,363.23	\$ 20,136.32	\$ -	\$ 221,499.55
C7	QA/QC	550.00	\$ 70,545.80	\$ 77,985.18	\$ 148,530.98	\$ 14,853.10	\$ -	\$ 163,384.07
C8	Project Safety	502.00	\$ 58,712.36	\$ 64,903.85	\$ 123,616.21	\$ 12,361.62	\$ -	\$ 135,977.83
С9	Project Closeout	938.00	\$ 110,995.64	\$ 122,700.63	\$ 233,696.27	\$ 23,369.63	\$ -	\$ 257,065.90
C10	As Direct Services	254.00	\$ 33,804.22	\$ 37,369.03	\$ 71,173.25	\$ 7,117.32	\$ 600,000.00	\$ 678,290.57
FIRM TOTALS		47,398.00	\$ 4,230,644.04	\$ 4,719,649.52	\$ 8,950,293.56	\$ 895,029.36	\$ 1,072,062.00	\$ 10,917,384.92

## ATTACHEMENT B-3 COST AND FEE TASKS RECAP BY FIRM

FIRM

#### MOTT MACDONALD

		ACDONALD						
	TASK DESCRIPTION	TOTAL MAN- HOURS PER TASK	DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ XXX.XX%	SUBTOTAL	FIXED FEE @ XX%	DIRECT EXPENSES	TOTAL COST
P1	Pre- Award	540.00	\$ 53,098.60	\$ 94,191.61	\$ 147,290.21	\$ 14,729.02	\$ -	\$ 162,019.23
P2	Management Procedures and Document Control	540.00	\$ 53,098.60	\$ 94,191.61	\$ 147,290.21	\$ 14,729.02	\$ -	\$ 162,019.23
C1	Construction Administration	16,000.00	\$ 1,580,360.00	\$ 2,410,767.35	\$ 3,991,127.35	\$ 399,112.73	\$ -	\$ 4,390,240.08
C2	Inspection and Testing	18,720.00	\$ 1,375,854.40	\$ 2,098,803.35	\$ 3,474,657.75	\$ 347,465.77	\$ 35,863.43	\$ 3,857,986.95
С3	Schedule Control	ı	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C4	Staging and Specific Work Plans	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C5	Shop Drawings and Material Review Handlings	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
С6	Project Change Management	400.00	\$ 38,408.00	\$ 58,589.66	\$ 96,997.66	\$ 9,699.77	\$ -	\$ 106,697.42
С7	QA/QC	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C8	Project Safety	1,728.00	\$ 97,251.84	\$ 148,353.26	\$ 245,605.10	\$ 24,560.51	\$ -	\$ 270,165.61
С9	Project Closeout	480.00	\$ 47,851.20	\$ 72,994.83	\$ 120,846.03	\$ 12,084.60	\$ -	\$ 132,930.63
C10	As Direct Services	160.00	\$ 15,363.20	\$ 23,435.86	\$ 38,799.06	\$ 3,879.91	\$ -	\$ 42,678.97
FIRM TOTALS		38,568.00	\$ 3,261,285.84	\$ 5,001,327.52	\$ 8,262,613.36	\$ 826,261.34	\$ 35,863.43	\$ 9,124,738.13

# ATTACHEMENT B-3 COST AND FEE TASKS RECAP BY FIRM

FIRM

#### AMERCOM CORPORATION

		FIRM	FIRM AMERCOM CORPORATION											
	TASK DESCRIPTION	TOTAL MAN- HOURS PER TASK	DI	RECT LABOR COST		NDIRECT LABOR OST (OVERHEAD) @ XXX.XX%		SUBTOTAL	FIX	ED FEE @ XX%		DIRECT EXPENSES		TOTAL COST
P1	Pre- Award	-	\$	-	\$	-	\$	-	\$	-	\$		\$	-
P2	Management Procedures and Document Control	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
C1	Construction Administration	27,520.00	\$	1,332,894.40	\$	1,246,862.13	\$	2,579,756.53	\$	257,975.65	\$	-	\$	2,837,732.18
C2	Inspection and Testing	10,240.00	\$	607,776.00	\$	568,546.82	\$	1,176,322.82	\$	117,632.28	\$	35,032.00	\$	1,328,987.10
С3	Schedule Control	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
C4	Staging and Specific Work Plans	1,240.00	\$	59,222.40	\$	55,399.86	\$	114,622.26	\$	11,462.23	\$		\$	126,084.49
C5	Shop Drawings and Material Review Handlings	1,240.00	\$	59,222.40	\$	55,399.86	\$	114,622.26	\$	11,462.23	\$	-	\$	126,084.49
C6	Project Change Management	1,240.00	\$	59,222.40	\$	55,399.86	\$	114,622.26	\$	11,462.23	\$	-	\$	126,084.49
С7	QA/QC	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
С8	Project Safety	1,240.00	\$	59,222.40	\$	55,399.86	\$	114,622.26	\$	11,462.23	\$	-	\$	126,084.49
С9	Project Closeout	4,320.00	\$	204,523.20	\$	191,322.16	\$	395,845.36	\$	39,584.54	\$	-	\$	435,429.89
C10	As Direct Services	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
FIRM TOTALS		47,040.00	\$ 2	2,382,083.20	\$	2,228,330.56	\$	4,610,413.76	\$	461,041.38	\$	35,032.00	\$	5,106,487.13

# ATTACHEMENT B-3 COST AND FEE TASKS RECAP BY FIRM

**FIRM** 

#### **COLLINS ENGINEER, INC**

						COLLING LI	ENGINEER, INC						
	TASK DESCRIPTION	TOTAL MAN- HOURS PER TASK	DII	RECT LABOR COST	DIRECT LABOR COST OVERHEAD) @ XXX.XX%	Š	SUBTOTAL	FI	XED FEE @ XX%	]	DIRECT EXPENSES	Т	OTAL COST
P1	Pre- Award	-	\$	-	\$ -	\$	-	\$	-	\$	-	\$	-
P2	Management Procedures and Document Control	-	\$	-	\$ -	\$	-	\$	-	\$	-	\$	-
C1	Construction Administration	-	\$	-	\$ -	\$	-	\$	-	\$	-	\$	-
C2	Inspection and Testing	20.00	\$	24,597.40	\$ 28,354.09	\$	52,951.49	\$	5,295.15	\$	13,943.20	\$	72,189.84
C3	Schedule Control	-	\$	-	\$ -	\$	-	\$	-	\$	-	\$	-
C4	Staging and Specific Work Plans	-	\$	-	\$ -	\$	-	\$	-	\$	-	\$	-
C5	Shop Drawings and Material Review Handlings	-	\$	-	\$ -	\$	-	\$	-	\$	ı	\$	-
C6	Project Change Management	-	\$	-	\$ -	\$	-	\$	-	\$	-	\$	-
С7	QA/QC	-	\$	-	\$ -	\$	-	\$	-	\$	-	\$	-
C8	Project Safety	-	\$	-	\$ -	\$	-	\$	-	\$	-	\$	-
С9	Project Closeout	-	\$	-	\$ -	\$	-	\$	-	\$	ı	\$	-
C10	As Direct Services	-	\$	-	\$ -	\$	-	\$	-	\$	-	\$	-
FIRM TOTALS		20.00	\$	24,597.40	\$ 28,354.09	\$	52,951.49	\$	5,295.15	\$	13,943.20	\$	72,189.84

## ATTACHEMENT B-3 COST AND FEE TASKS RECAP BY FIRM

FIRM

#### DAN BROWN AND ASSOCIATES

		DAN BROWN AND ASSOCIATES										
	TASK DESCRIPTION	TOTAL MAN- HOURS PER TASK	DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ XXX.XX%	SUBT	OTAL	FIXED	) FEE @ XX%		DIRECT EXPENSES		TOTAL COST
P1	Pre- Award	-	\$ -	\$ -	\$	-	\$	-	\$	-	\$	-
P2	Management Procedures and Document Control	372.00	\$ 31,146.96	\$ 38,508.97	\$	69,655.93	\$	6,965.59	\$	-	\$	76,621.52
C1	Construction Administration	1	\$ -	\$ -	\$	-	\$	-	\$	-	\$	-
C2	Inspection and Testing	9,224.00	\$ 534,490.72	\$ 660,824.89	\$ 1,19	95,315.61	\$	119,531.56	\$	142,609.60	\$	1,457,456.77
С3	Schedule Control	224.00	\$ 15,756.16	\$ 19,480.34	\$ :	35,236.50	\$	3,523.65	\$	-	\$	38,760.15
C4	Staging and Specific Work Plans	90.00	\$ 6,330.60	\$ 7,826.92	\$	14,157.52	\$	1,415.75	\$	-	\$	15,573.28
C5	Shop Drawings and Material Review Handlings	224.00	\$ 15,756.16	\$ 19,480.34	\$	35,236.50	\$	3,523.65	\$	-	\$	38,760.15
C6	Project Change Management	90.00	\$ 6,330.60	\$ 7,826.92	\$	14,157.52	\$	1,415.75	\$	-	\$	15,573.28
C7	QA/QC	,	\$ -	\$ -	\$	-	\$		\$	-	\$	-
C8	Project Safety	90.00	\$ 6,330.60	\$ 7,826.92	\$	14,157.52	\$	1,415.75	\$	-	\$	15,573.28
С9	Project Closeout	182.00	\$ 12,801.88	\$ 15,827.78	\$	28,629.66	\$	2,862.97	\$	-	\$	31,492.62
C10	As Direct Services	-	\$ -	\$ -	\$	-	\$	-	\$	-	\$	-
FIRM TOTALS		10,496.00	\$ 628,943.68	\$ 777,603.10	\$ 1,406	6,546.78	\$ 1	40,654.68	\$	142,609.60	\$	1,689,811.05

# ATTACHEMENT B-3 COST AND FEE TASKS RECAP BY FIRM

FIRM

#### **GARG CONSULTING GROUP**

			FIRIVI				GARG CONSULTING GROUP							
	TASK DESCRIPTION	TOTAL MAN- HOURS PER TASK	DIRECT I COS			DIRECT LABOR COST OVERHEAD) @ XXX.XX%		SUBTOTAL	FI	XED FEE @ XX%		DIRECT XPENSES	Т	OTAL COST
P1	Pre- Award	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
P2	Management Procedures and Document Control	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
C1	Construction Administration	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
C2	Inspection and Testing	4,280.00	\$ 324,	393.60	\$	360,076.90	\$	684,470.50	\$	68,447.05	\$	7,192.00	\$	760,109.55
C3	Schedule Control	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
C4	Staging and Specific Work Plans	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
C5	Shop Drawings and Material Review Handlings	-	\$	-	\$	ı	\$	-	\$	-	\$	-	\$	-
C6	Project Change Management	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
С7	QA/QC	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
C8	Project Safety	-	\$	-	\$	ı	\$	-	\$	-	\$	-	\$	-
С9	Project Closeout	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	_
C10	As Direct Services	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
FIRM TOTALS		4,280.00	\$ 324,3	93.60	\$	360,076.90	\$	684,470.50	\$	68,447.05	\$	7,192.00	\$	760,109.55

## ATTACHEMENT B-3 COST AND FEE TASKS RECAP BY FIRM

**FIRM** 

#### MODJESKI AND MASTERS INC

	FIRM MODJESKI AND MASTERS INC										
	TASK DESCRIPTION	TOTAL MAN- HOURS PER TASK	DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ XXX.XX%	SUBTOTAL	FIXED FEE @ XX%	DIRECT EXPENSES	TOTAL COST			
P1	Pre- Award	,	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
P2	Management Procedures and Document Control	332.00	\$ 28,893.20	\$ 47,174.72	\$ 76,067.92	\$ 7,606.79	\$ -	\$ 83,674.71			
C1	Construction Administration	672.00	\$ 54,801.60	\$ 89,476.07	\$ 144,277.67	\$ 14,427.77	\$ -	\$ 158,705.43			
C2	Inspection and Testing	12,788.00	\$ 772,542.96	\$ 1,261,351.96	\$ 2,033,894.92	\$ 203,389.49	\$ 10,835.85	\$ 2,248,120.26			
С3	Schedule Control	176.00	\$ 16,639.04	\$ 27,167.01	\$ 43,806.05	\$ 4,380.61	\$ -	\$ 48,186.66			
C4	Staging and Specific Work Plans	70.00	\$ 6,617.80	\$ 10,805.06	\$ 17,422.86	\$ 1,742.29	\$ -	\$ 19,165.15			
C5	Shop Drawings and Material Review Handlings	176.00	\$ 16,639.04	\$ 27,167.01	\$ 43,806.05	\$ 4,380.61	\$ -	\$ 48,186.66			
C6	Project Change Management	70.00	\$ 6,617.80	\$ 10,805.06	\$ 17,422.86	\$ 1,742.29	\$ -	\$ 19,165.15			
C7	QA/QC	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
C8	Project Safety	70.00	\$ 6,617.80	\$ 10,805.06	\$ 17,422.86	\$ 1,742.29	\$ -	\$ 19,165.15			
С9	Project Closeout	142.00	\$ 13,424.68	\$ 21,918.84	\$ 35,343.52	\$ 3,534.35	\$ -	\$ 38,877.87			
C10	As Direct Services	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
FIRM TOTALS		14,496.00	\$ 922,793.92	\$ 1,506,670.80	\$ 2,429,464.72	\$ 242,946.47	\$ 10,835.85	\$ 2,683,247.04			

# ATTACHEMENT B-3 COST AND FEE TASKS RECAP BY FIRM

FIRM

PROMATECH, Inc

				LIVIAI		PROMAI				
	TASK DESCRIPTION	TOTAL MAN- HOURS PER TASK	DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ XXX.XX%	SUBTOTAL	FIXED FEE @ XX%	DIRECT EXPENSES	TOTAL COST		
P1	Pre- Award	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
P2	Management Procedures and Document Control	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
C1	Construction Administration	520.00	\$ 36,171.20	\$ 27,753.18	\$ 63,924.38	\$ 6,392.44	\$ -	\$ 70,316.81		
C2	Inspection and Testing	-	\$ -	\$ -	\$ -	\$ -	\$ 3,306.00	\$ 3,306.00		
С3	Schedule Control	4,560.00	\$ 317,193.60	\$ 243,374.00	\$ 560,567.60	\$ 56,056.76	\$ -	\$ 616,624.36		
C4	Staging and Specific Work Plans	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
C5	Shop Drawings and Material Review Handlings	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
C6	Project Change Management	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
C7	QA/QC	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
C8	Project Safety	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
С9	Project Closeout	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
C10	As Direct Services	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
FIRM TOTALS		5,080.00	\$ 353,364.80	\$ 271,127.17	\$ 624,491.97	\$ 62,449.20	\$ 3,306.00	\$ 690,247.17		

# ATTACHEMENT B-3 COST AND FEE TASKS RECAP BY FIRM

FIRM

#### TY LIN INTERNATIONAL GROUP

-				FIRM	IRM TY LIN INTERNATIONAL GROUP				
	TASK DESCRIPTION	TOTAL MAN- HOURS PER TASK	DIRECT LABOR COST	INDIRECT LABOR COST (OVERHEAD) @ XXX.XX%	SUBTOTAL	FIXED FEE @ XX%	DIRECT EXPENSES	TOTAL COST	
P1	Pre- Award	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
P2	Management Procedures and Document Control	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C1	Construction Administration	ı	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C2	Inspection and Testing	4,320.00	\$ 291,720.00	\$ 353,246.40	\$ 644,966.40	\$ 64,496.64	\$ 29,232.00	\$ 738,695.04	
С3	Schedule Control	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C4	Staging and Specific Work Plans	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C5	Shop Drawings and Material Review Handlings	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C6	Project Change Management	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
С7	QA/QC	ı	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C8	Project Safety	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
С9	Project Closeout	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C10	As Direct Services	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
FIRM TOTALS		4,320.00	\$ 291,720.00	\$ 353,246.40	\$ 644,966.40	\$ 64,496.64	\$ 29,232.00	\$ 738,695.04	

# ATTACHEMENT B-3 COST AND FEE TASKS RECAP BY FIRM

FIRM

#### STELLAR SERVICES INC

		FIRM	RM STELLAR SERVICES INC											
	TASK DESCRIPTION	TOTAL MAN- HOURS PER TASK	DIRECT LA COST		COS	DIRECT LABOR T (OVERHEAD) @ XXX.XX%		SUBTOTAL	FIXE	ED FEE @ XX%		DIRECT EXPENSES		TOTAL COST
P1	Pre- Award	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
P2	Management Procedures and Document Control	480.00	\$ 24,1	.53.60	\$	38,514.01	\$	62,667.61	\$	6,266.76	\$	-	\$	68,934.37
C1	Construction Administration	12,480.00	\$ 627,9	93.60	\$	1,001,364.34	\$	1,629,357.94	\$	162,935.79	\$	-	\$	1,792,293.73
C2	Inspection and Testing	-	\$	-	\$	-	\$	-	\$	-	\$	9,396.00	\$	9,396.00
С3	Schedule Control	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
C4	Staging and Specific Work Plans	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
C5	Shop Drawings and Material Review Handlings	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
C6	Project Change Management	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
C7	QA/QC	-	\$	-	\$		\$	-	\$		\$	-	\$	-
C8	Project Safety	-	\$	-	\$		\$	-	\$		\$	-	\$	-
С9	Project Closeout	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
C10	As Direct Services	-	\$		\$	-	\$	-	\$		\$		\$	-
FIRM TOTALS		12,960.00	\$ 652,14	17.20	\$	1,039,878.35	\$	1,692,025.55	\$	169,202.56	\$	9,396.00	\$	1,870,624.11

IASK. PI FIKIVI. AECOIVI	TASK:	P1	FIRM:	AECOM
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	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY
		HOURS	RATE	
Barnhart, Natalie	Fixed Bridge/Civil/Utilties - Resident Engineer	<del> </del>	\$ 95.98	\$ -
Baycora, Alim	Project Director	160.0	\$ 143.18	\$ 22,908.80
Not Used-1	Geotechnical Support Services	-		
Not Used-2	Rail - Resident Engineer	-		
Not Used-4	Risk Management Lead	-		
Not Used-5	DBE Compliance Lead	-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	160.0		

	SUPPORT STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY
STATT FERSON	PROJECT TITLE OR DISCIPLINE	HOURS	RATE	TOTAL SALART
Cotone, Tony	Fixed Bridge, Civil, Utilities - Chief Inspector	-	\$ 70.03	\$ -
Not Used-3	Environmental Permitting	-		
Kassof, Gary	Maritime Coordinator Lead	-	\$ 81.85	\$ -
Nilsen, Bonnie	Superstructure/Bridge Demolition Inspector	-	\$ 61.81	\$ -
O'Connor, Thomas	Construction Manager	320.0	\$ 126.09	\$ 40,348.80
Paszkiel, John/TBD	Ground Improvements - Inspector	-	\$ 60.91	\$ -
Crotty, Sean	Earthwork/Retaining Walls/Piles Inspector	-	\$ 57.05	\$ -
	TOTAL ESTIMATED HOURS	320.0		•

TOTAL SALARY (BASE COST)			\$ 63,257.60
OVERHEAD @ 136.85 % OF BARE COST		\$ 86,568.03	
SUBTOTAL- SALARY + OVERHEAD			\$ 149,825.63
FIXED FEE @ 10% OF BARE COST + OVERHEAD			\$ 14,982.56
DIRECT EXPENSES IMTEMIZED			
Miscellaneous	\$	-	
FACS	\$	-	
Mileage/Travel	\$	-	
Phones	\$	-	
Computers/Tablets	\$	-	
TOTAL DIRECT EXPENSES	\$	-	
TOTAL THIS TASK			\$ 164,808.19

TASK:	D2	FIRM:	AECOM
IASK.	FZ	LILIAI.	AECOIVI

	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
		HOURS	KAIL	
Barnhart, Natalie	Fixed Bridge/Civil/Utilties - Resident Engineer	320.0	\$ 95.98	\$ 30,713.60
Baycora, Alim	Project Director	200.0	\$ 143.18	\$ 28,636.00
Not Used-1	Geotechnical Support Services	-		
Not Used-2	Rail - Resident Engineer	-		
Not Used-4	Risk Management Lead	-		
Not Used-5	DBE Compliance Lead	-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	520.0		

	SUPPORT STAFF			
STAFF PERSON	DROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL CALABY
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	HOURS	RATE	TOTAL SALARY
Cotone, Tony	Fixed Bridge, Civil, Utilities - Chief Inspector	-	\$ 70.03	\$ -
Not Used-3	Environmental Permitting	-		
Kassof, Gary	Maritime Coordinator Lead	-	\$ 81.85	\$ -
Nilsen, Bonnie	Superstructure/Bridge Demolition Inspector	-	\$ 61.81	\$ -
O'Connor, Thomas	Construction Manager	320.0	\$ 126.09	\$ 40,348.80
Paszkiel, John/TBD	Ground Improvements - Inspector	-	\$ 60.91	\$ -
Crotty, Sean	Earthwork/Retaining Walls/Piles Inspector	-	\$ 57.05	\$ -
	TOTAL ESTIMATED HOURS	320.0		

TOTAL SALARY (BASE COST)		\$	99,698.40
OVERHEAD @ 136.85 % OF BARE COST		\$	136,437.26
SUBTOTAL- SALARY + OVERHEAD	SUBTOTAL- SALARY + OVERHEAD		236,135.66
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$	23,613.57
DIRECT EXPENSES IMTEMIZED			
Miscellaneous	\$ -		
FACS	\$ -		
Mileage/Travel	\$ -		
Phones	\$ -		
Computers/Tablets	\$ -		
TOTAL DIRECT EXPENSES	\$ -		
TOTAL THIS TASK		\$	259,749.23

TASK:	<b>C1</b>	FIRM:	AECOM
IASK.	CI	I IIVIVI.	ALCOIVI

	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY
STATE LISON	TROJECT TITLE OR DISCIT LINE	HOURS	RATE	TOTAL SALART
Barnhart, Natalie	Fixed Bridge/Civil/Utilties - Resident Engineer	-	\$ 95.98	\$ -
Baycora, Alim	Project Director	950.0	\$ 143.18	\$ 136,021.00
Not Used-1	Geotechnical Support Services	-		
Not Used-2	Rail - Resident Engineer	-		
Not Used-4	Risk Management Lead	-		
Not Used-5	DBE Compliance Lead	-		
		-		
		-		
		-		
		-		
_	TOTAL ESTIMATED HOURS	950.0		

	SUPPORT STAFF				
CTAFF DEDCOM	DROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL CALABY	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	HOURS	RATE	TOTAL SALARY	
Cotone, Tony	Fixed Bridge, Civil, Utilities - Chief Inspector	-	\$ 70.03	\$ -	
Not Used-3	Environmental Permitting	-			
Kassof, Gary	Maritime Coordinator Lead	800.0	\$ 81.85	\$ 65,480.00	
Nilsen, Bonnie	Superstructure/Bridge Demolition Inspector	-	\$ 61.81	\$ -	
O'Connor, Thomas	Construction Manager	4,497.0	\$ 126.09	\$ 567,026.73	
Paszkiel, John/TBD	Ground Improvements - Inspector	-	\$ 60.91	\$ -	
Crotty, Sean	Earthwork/Retaining Walls/Piles Inspector	-	\$ 57.05	\$ -	
	TOTAL ESTIMATED HOURS	5,297.0			

TOTAL SALARY (BASE COST)		\$ 768,527.73
OVERHEAD @ 110.55 % OF BARE COST		\$ 849,572.47
SUBTOTAL- SALARY + OVERHEAD		\$ 1,618,100.20
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 161,810.02
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK	<del></del>	\$ 1,779,910.22

TASK:	C2	FIRM:	AECOM
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	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
Barnhart, Natalie	Fixed Bridge/Civil/Utilties - Resident Engineer	6,058.0	\$ 95.98	\$ 581,446.84
Baycora, Alim	Project Director	950.0	\$ 143.18	\$ 136,021.00
Not Used-1	Geotechnical Support Services	-		
Not Used-2	Rail - Resident Engineer	-		
Not Used-4	Risk Management Lead	-		
Not Used-5	DBE Compliance Lead	-		
Landolfi, Ryan	Soil Management Inspector	4,800.0	\$ 36.41	\$ 174,768.00
		-		
		-		
		-		
1	OTAL ESTIMATED HOURS	11,808.0		, <u>-</u>

	SUPPORT STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY	
Cotone, Tony	Fixed Bridge, Civil, Utilities - Chief Inspector	9,440.0	\$ 70.03	\$ 661,083.20	
Not Used-3	Environmental Permitting	-			
Kassof, Gary	Maritime Coordinator Lead	-	\$ 81.85	\$ -	
Nilsen, Bonnie	Superstructure/Bridge Demolition Inspector	5,120.0	\$ 61.81	\$ 316,467.20	
O'Connor, Thomas	Construction Manager	4,497.0	\$ 126.09	\$ 567,026.73	
Paszkiel, John/TBD	Ground Improvements - Inspector	800.0	\$ 60.91	\$ 48,728.00	
Crotty, Sean	Earthwork/Retaining Walls/Piles Inspector	2,560.0	\$ 57.05	\$ 146,048.00	
Т	TOTAL ESTIMATED HOURS 22,417.0				

TOTAL SALARY (BASE COST)		\$ 2,631,588.97
OVERHEAD @ 110.55 % OF BARE COST		\$ 2,909,101.99
SUBTOTAL- SALARY + OVERHEAD		\$ 5,540,690.96
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 554,069.10
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ 25,000.00	
FACS	\$ 250,272.00	
Mileage/Travel	\$ 35,597.50	
Phones	\$ 120,992.50	
Computers/Tablets	\$ 40,200.00	
TOTAL DIRECT EXPENSES	\$ 472,062.00	
TOTAL THIS TASK	-	\$ 6,566,822.05

	••		
TASK:	C3	FIRM:	AECOM

	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
Barnhart, Natalie	Fixed Bridge/Civil/Utilties - Resident Engineer	384.0	\$ 95.98	\$ 36,856.32
Baycora, Alim	Project Director	-	\$ 143.18	\$ -
Not Used-1	Geotechnical Support Services	-		
Not Used-2	Rail - Resident Engineer	-		
Not Used-4	Risk Management Lead	-		
Not Used-5	DBE Compliance Lead	-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	384.0		

	SUPPORT STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY
STAIT I ERSON	TROSLET TITLE ON DISCH LINE	HOURS	RATE	TOTAL SALART
Cotone, Tony	Fixed Bridge, Civil, Utilities - Chief Inspector	-	\$ 70.03	\$ -
Not Used-3	Environmental Permitting	-		
Kassof, Gary	Maritime Coordinator Lead	-	\$ 81.85	\$ -
Nilsen, Bonnie	Superstructure/Bridge Demolition Inspector	-	\$ 61.81	\$ -
O'Connor, Thomas	Construction Manager	976.0	\$ 126.09	\$ 123,063.84
Paszkiel, John/TBD	Ground Improvements - Inspector	-	\$ 60.91	\$ -
Crotty, Sean	Earthwork/Retaining Walls/Piles Inspector	-	\$ 57.05	\$ -
	TOTAL ESTIMATED HOURS	976.0		

TOTAL SALARY (BASE COST)		Ś	159,920.16
OVERHEAD @ 110.55 % OF BARE COST		\$	176,784.47
SUBTOTAL- SALARY + OVERHEAD		\$	336,704.63
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$	33,670.46
DIRECT EXPENSES IMTEMIZED			
Miscellaneous	\$ -		
FACS	\$ -		
Mileage/Travel	\$ -		
Phones	\$ -		
Computers/Tablets	\$ -		
TOTAL DIRECT EXPENSES	\$ -		
TOTAL THIS TASK	-	\$	370,375.09

TASK:	C4	FIRM:	AECOM
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	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
		1100110	10112	
Barnhart, Natalie	Fixed Bridge/Civil/Utilties - Resident Engineer	160.0	\$ 95.98	\$ 15,356.80
Baycora, Alim	Project Director	-	\$ 143.18	\$ -
Not Used-1	Geotechnical Support Services	-		
Not Used-2	Rail - Resident Engineer	-		
Not Used-4	Risk Management Lead	-		
Not Used-5	DBE Compliance Lead	-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	160.0		

	SUPPORT STAFF			
CTAFF DEDCOM	DROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL CALABY
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	HOURS	RATE	TOTAL SALARY
Cotone, Tony	Fixed Bridge, Civil, Utilities - Chief Inspector	-	\$ 70.03	\$ -
Not Used-3	Environmental Permitting	-		
Kassof, Gary	Maritime Coordinator Lead	-	\$ 81.85	\$ -
Nilsen, Bonnie	Superstructure/Bridge Demolition Inspector	-	\$ 61.81	\$ -
O'Connor, Thomas	Construction Manager	200.0	\$ 126.09	\$ 25,218.00
Paszkiel, John/TBD	Ground Improvements - Inspector	-	\$ 60.91	\$ -
Crotty, Sean	Earthwork/Retaining Walls/Piles Inspector	-	\$ 57.05	\$ -
	TOTAL ESTIMATED HOURS	200.0		

TOTAL SALARY (BASE COST)		\$ 40,574.80
OVERHEAD @ 110.55 % OF BARE COST		\$ 44,853.60
SUBTOTAL- SALARY + OVERHEAD		\$ 85,428.40
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 8,542.84
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK	-	\$ 93,971.24

TASK:	C5	FIRM:	AECOM
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	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
Barnhart, Natalie	Fixed Bridge/Civil/Utilties - Resident Engineer	384.0	\$ 95.98	\$ 36,856.32
Baycora, Alim	Project Director	-	\$ 143.18	\$ -
Not Used-1	Geotechnical Support Services	-		
Not Used-2	Rail - Resident Engineer	-		
Not Used-4	Risk Management Lead	-		
Not Used-5	DBE Compliance Lead	-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	384.0		

	SUPPORT STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY
STATT PERSON	PROJECT TITLE ON DISCIPLINE	HOURS	RATE	TOTAL SALART
Cotone, Tony	Fixed Bridge, Civil, Utilities - Chief Inspector	-	\$ 70.03	\$ -
Not Used-3	Environmental Permitting	-		
Kassof, Gary	Maritime Coordinator Lead	-	\$ 81.85	\$ -
Nilsen, Bonnie	Superstructure/Bridge Demolition Inspector	-	\$ 61.81	\$ -
O'Connor, Thomas	Construction Manager	480.0	\$ 126.09	\$ 60,523.20
Paszkiel, John/TBD	Ground Improvements - Inspector	-	\$ 60.91	\$ -
Crotty, Sean	Earthwork/Retaining Walls/Piles Inspector	-	\$ 57.05	\$ -
	TOTAL ESTIMATED HOURS	480.0		

TOTAL SALARY (BASE COST)		\$ 97,379.52
OVERHEAD @ 110.55 % OF BARE COST		\$ 107,648.63
SUBTOTAL- SALARY + OVERHEAD		\$ 205,028.15
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 20,502.82
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK		\$ 225,530.97

TASK:	C6	FIRM:	AECOM
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	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
Barnhart, Natalie	Fixed Bridge/Civil/Utilties - Resident Engineer	160.0	\$ 95.98	\$ 15,356.80
Baycora, Alim	Project Director	138.0	\$ 143.18	\$ 19,758.84
Not Used-1	Geotechnical Support Services	-		
Not Used-2	Rail - Resident Engineer	-		
Not Used-4	Risk Management Lead	-		
Not Used-5	DBE Compliance Lead	-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	298.0		

	SUPPORT STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY
STATT PERSON	PROJECT TITLE ON DISCIPLINE	HOURS	RATE	TOTAL SALART
Cotone, Tony	Fixed Bridge, Civil, Utilities - Chief Inspector	-	\$ 70.03	\$ -
Not Used-3	Environmental Permitting	-		
Kassof, Gary	Maritime Coordinator Lead	-	\$ 81.85	\$ -
Nilsen, Bonnie	Superstructure/Bridge Demolition Inspector	-	\$ 61.81	\$ -
O'Connor, Thomas	Construction Manager	480.0	\$ 126.09	\$ 60,523.20
Paszkiel, John/TBD	Ground Improvements - Inspector	-	\$ 60.91	\$ -
Crotty, Sean	Earthwork/Retaining Walls/Piles Inspector	-	\$ 57.05	\$ -
	TOTAL ESTIMATED HOURS	480.0		

TOTAL SALARY (BASE COST)		\$ 95,638.84
OVERHEAD @ 110.55 % OF BARE COST		\$ 105,724.39
SUBTOTAL- SALARY + OVERHEAD		\$ 201,363.23
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 20,136.32
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK		\$ 221,499.55

TASK:	C7	FIRM:	AECOM
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	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY
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Barnhart, Natalie	Fixed Bridge/Civil/Utilties - Resident Engineer	-	\$ 95.98	\$ -
Baycora, Alim	Project Director	70.0	\$ 143.18	\$ 10,022.60
Not Used-1	Geotechnical Support Services	-		
Not Used-2	Rail - Resident Engineer	-		
Not Used-4	Risk Management Lead	-		
Not Used-5	DBE Compliance Lead	-		
		-		
		-		
		-		
		-		
_	TOTAL ESTIMATED HOURS	70.0		

	SUPPORT STAFF			
CTAFF DEDCOM	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL CALABY
STAFF PERSON		HOURS	RATE	TOTAL SALARY
Cotone, Tony	Fixed Bridge, Civil, Utilities - Chief Inspector	-	\$ 70.03	\$ -
Not Used-3	Environmental Permitting	-		
Kassof, Gary	Maritime Coordinator Lead	-	\$ 81.85	\$ -
Nilsen, Bonnie	Superstructure/Bridge Demolition Inspector	-	\$ 61.81	\$ -
O'Connor, Thomas	Construction Manager	480.0	\$ 126.09	\$ 60,523.20
Paszkiel, John/TBD	Ground Improvements - Inspector	-	\$ 60.91	\$ -
Crotty, Sean	Earthwork/Retaining Walls/Piles Inspector	-	\$ 57.05	\$ -
	TOTAL ESTIMATED HOURS	480.0		

TOTAL SALARY (BASE COST)		\$ 70,545.80
OVERHEAD @ 110.55 % OF BARE COST		\$ 77,985.18
SUBTOTAL- SALARY + OVERHEAD		\$ 148,530.98
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 14,853.10
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK		\$ 163,384.07

TASK:	<b>C8</b>	FIRM:	AECOM
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	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
Barnhart, Natalie	Fixed Bridge/Civil/Utilties - Resident Engineer	192.0	\$ 95.98	\$ 18,428.16
Baycora, Alim	Project Director	70.0	\$ 143.18	\$ 10,022.60
Not Used-1	Geotechnical Support Services	-		
Not Used-2	Rail - Resident Engineer	-		
Not Used-4	Risk Management Lead	-		
Not Used-5	DBE Compliance Lead	-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	262.0		

	SUPPORT STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY
STAIT LISON	TROJECT TITLE ON DISCH LINE	HOURS	RATE	TOTAL SALART
Cotone, Tony	Fixed Bridge, Civil, Utilities - Chief Inspector	-	\$ 70.03	\$ -
Not Used-3	Environmental Permitting	-		
Kassof, Gary	Maritime Coordinator Lead	-	\$ 81.85	\$ -
Nilsen, Bonnie	Superstructure/Bridge Demolition Inspector	-	\$ 61.81	\$ -
O'Connor, Thomas	Construction Manager	240.0	\$ 126.09	\$ 30,261.60
Paszkiel, John/TBD	Ground Improvements - Inspector	-	\$ 60.91	\$ -
Crotty, Sean	Earthwork/Retaining Walls/Piles Inspector	-	\$ 57.05	\$ -
	TOTAL ESTIMATED HOURS	240.0		

TOTAL SALARY (BASE COST)		\$ 58,712.36
OVERHEAD @ 110.55 % OF BARE COST		\$ 64,903.85
SUBTOTAL- SALARY + OVERHEAD		\$ 123,616.21
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 12,361.62
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK		\$ 135,977.83

TASK:	Ca	FIRM:	AECOM
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	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY
		HOURS	RATE	
Barnhart, Natalie	Fixed Bridge/Civil/Utilties - Resident Engineer	320.0	\$ 95.98	\$ 30,713.60
Baycora, Alim	Project Director	138.0	\$ 143.18	\$ 19,758.84
Not Used-1	Geotechnical Support Services	-		
Not Used-2	Rail - Resident Engineer	-		
Not Used-4	Risk Management Lead	-		
Not Used-5	DBE Compliance Lead	-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	458.0		

SUPPORT STAFF					
CTAFF DEDCOM	DROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL CALABY	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	HOURS	RATE	TOTAL SALARY	
Cotone, Tony	Fixed Bridge, Civil, Utilities - Chief Inspector	-	\$ 70.03	\$ -	
Not Used-3	Environmental Permitting	-			
Kassof, Gary	Maritime Coordinator Lead	-	\$ 81.85	\$ -	
Nilsen, Bonnie	Superstructure/Bridge Demolition Inspector	-	\$ 61.81	\$ -	
O'Connor, Thomas	Construction Manager	480.0	\$ 126.09	\$ 60,523.20	
Paszkiel, John/TBD	Ground Improvements - Inspector	-	\$ 60.91	\$ -	
Crotty, Sean	Earthwork/Retaining Walls/Piles Inspector	-	\$ 57.05	\$ -	
	TOTAL ESTIMATED HOURS	480.0			

TOTAL SALARY (BASE COST)		Ś	110,995.64
OVERHEAD @ 110.55 % OF BARE COST		\$	122,700.63
SUBTOTAL- SALARY + OVERHEAD		\$	233,696.27
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$	23,369.63
DIRECT EXPENSES IMTEMIZED			
Miscellaneous	\$ -		
FACS	\$ -		
Mileage/Travel	\$ -		
Phones	\$ -		
Computers/Tablets	\$ -		
TOTAL DIRECT EXPENSES	\$ -		
TOTAL THIS TASK		\$	257,065.90

TASK:	C10	FIRM:	AECOM
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	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
Barnhart, Natalie	Fixed Bridge/Civil/Utilties - Resident Engineer	-	\$ 95.98	\$ -
Baycora, Alim	Project Director	104.0	\$ 143.18	\$ 14,890.72
Not Used-1	Geotechnical Support Services	-		
Not Used-2	Rail - Resident Engineer	-		
Not Used-4	Risk Management Lead	-		
Not Used-5	DBE Compliance Lead	-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	104.0		

	SUPPORT STAFF						
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE				OTAL SALARY
Catana Tamu	Control of the Contro		ć 70.02	ć			
Cotone, Tony	Fixed Bridge, Civil, Utilities - Chief Inspector	-	\$ 70.03	\$	-		
Not Used-3	Environmental Permitting	-	4 2.2				
Kassof, Gary	Maritime Coordinator Lead	-	\$ 81.85	\$	-		
Nilsen, Bonnie	Superstructure/Bridge Demolition Inspector	-	\$ 61.81	\$	-		
O'Connor, Thomas	Construction Manager	150.0	\$ 126.09	\$	18,913.50		
Paszkiel, John/TBD	Ground Improvements - Inspector	-	\$ 60.91	\$	-		
Crotty, Sean	Earthwork/Retaining Walls/Piles Inspector	-	\$ 57.05	\$	-		
	TOTAL ESTIMATED HOLIDS	150.0					
	TOTAL ESTIMATED HOURS	150.0					

TOTAL SALARY (BASE COST)		\$ 33,804.22
OVERHEAD @ 110.55 % OF BARE COST		\$ 37,369.03
SUBTOTAL- SALARY + OVERHEAD		\$ 71,173.25
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 7,117.32
DIRECT EXPENSES IMTEMIZED		
C10 Allowance	\$ 600,000.00	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ 600,000.00	
TOTAL THIS TASK	-	\$ 678,290.57

TASK: P1 FIRM: <b>MOTT MACDONALD</b>	
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TECHNICAL STAFF					
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY	
Atwood, Jerry	Superstructure/Bridge Demolition Inspector	-	\$ 51.56	\$ -	
Bassem, Hanna	Project Controls Manager	340.0	\$ 99.69	\$ 33,894.60	
Gonzalez, Antonio	Electrical/Lighting/Utilties Inspector	-	\$ 59.51	\$ -	
Not Used-9	HazMat Management Lead	-			
Parylak, Robert	FA Co-ordination/Rail Systems	200.0	\$ 96.02	\$ 19,204.00	
Robinson, Amiri	Earthwork/Retaining Walls/Piles Inspector	-	\$ 59.51	\$ -	
Not Used-11	Federal Requirements Lead	-			
Sikorski, John	Safety Officer	-	\$ 56.28	\$ -	
		-			
		-			
	TOTAL ESTIMATED HOURS	540.0		_	

SUPPORT STAFF					
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY	
		HOURS	RATE	TOTAL SALARY	
Not Used-10	Bridge /Structures Design Support Services	-			
O'Brien, John	Rail - Signals and Communications Inspector	-	\$ 95.67	\$ -	
		-			
		-			
		-			
		-			
		-			
	TOTAL ESTIMATED HOURS	-			

TOTAL SALARY (BASE COST)			\$ 53,098.60
OVERHEAD @ 177.39 % OF BARE COST		\$ 94,191.61	
SUBTOTAL- SALARY + OVERHEAD		\$ 147,290.21	
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 14,729.02	
DIRECT EXPENSES IMTEMIZED			
Miscellaneous	\$	-	
FACS	\$	-	
Mileage/Travel	\$	-	
Phones	\$		
Computers/Tablets	\$	-	
TOTAL DIRECT EXPENSES	\$	-	
TOTAL THIS TASK			\$ 162,019.23

TASK: P2 FIRM: <b>MOTT MACDONAL</b>	)
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	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY
		HOURS	RATE	
Atwood, Jerry	Superstructure/Bridge Demolition Inspector	-	\$ 51.56	\$ -
Bassem, Hanna	Project Controls Manager	340.0	\$ 99.69	\$ 33,894.60
Gonzalez, Antonio	Electrical/Lighting/Utilties Inspector	-	\$ 59.51	\$ -
Not Used-9	HazMat Management Lead	-		
Parylak, Robert	FA Co-ordination/Rail Systems	200.0	\$ 96.02	\$ 19,204.00
Robinson, Amiri	Earthwork/Retaining Walls/Piles Inspector	-	\$ 59.51	\$ -
Not Used-11	Federal Requirements Lead	-		
Sikorski, John	Safety Officer	-	\$ 56.28	\$ -
		-		
		-		
	TOTAL ESTIMATED HOURS	540.0		

	SUPPORT STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
		1100113	TOTIL	
Not Used-10	Bridge /Structures Design Support Services	-		
O'Brien, John	Rail - Signals and Communications Inspector	-	\$ 95.67	\$ -
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	-		

TOTAL SALARY (BASE COST)		\$ 53,098.60
OVERHEAD @ 177.39 % OF BARE COST		\$ 94,191.61
SUBTOTAL- SALARY + OVERHEAD		\$ 147,290.21
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 14,729.02
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK		\$ 162,019.23

TASK: C1 FIRM: MOTT MACDONALD
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	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
Atwood, Jerry	Superstructure/Bridge Demolition Inspector	-	\$ 51.56	\$ -
Bassem, Hanna	Project Controls Manager	12,000.0	\$ 99.69	\$ 1,196,280.
Gonzalez, Antonio	Electrical/Lighting/Utilties Inspector	-	\$ 59.51	\$ -
Not Used-9	HazMat Management Lead	-		
Parylak, Robert	FA Co-ordination/Rail Systems	4,000.0	\$ 96.02	\$ 384,080.
Robinson, Amiri	Earthwork/Retaining Walls/Piles Inspector	-	\$ 59.51	\$ -
Not Used-11	Federal Requirements Lead	-		
Sikorski, John	Safety Officer	-	\$ 56.28	\$ -
		-		
		-		
	TOTAL ESTIMATED HOURS	16,000.0		
	SUPPORT STAFF			

	SUPPORT STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
Not Used-10	Bridge /Structures Design Support Services	-		
O'Brien, John	Rail - Signals and Communications Inspector	-	\$ 95.67	\$ -
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	-		

TOTAL SALARY (BASE COST)		\$ 1,580,360.00
OVERHEAD @ 152.55 % OF BARE COST		\$ 2,410,767.35
SUBTOTAL- SALARY + OVERHEAD		\$ 3,991,127.35
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 399,112.73
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK		\$ 4,390,240.08

TASK:	C	FIRM:	MOTT MACDONALD
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	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
Atwood, Jerry	Superstructure/Bridge Demolition Inspector	5,120.0	\$ 51.56	\$ 263,987.20
Bassem, Hanna	Project Controls Manager	-	\$ 99.69	\$ -
Gonzalez, Antonio	Electrical/Lighting/Utilties Inspector	2,720.0	\$ 59.51	\$ 161,867.20
Not Used-9	HazMat Management Lead	-		
Parylak, Robert	FA Co-ordination/Rail Systems	4,800.0	\$ 96.02	\$ 460,896.00
Robinson, Amiri	Earthwork/Retaining Walls/Piles Inspector	2,560.0	\$ 59.51	\$ 152,345.60
Not Used-11	Federal Requirements Lead	-		
Sikorski, John	Safety Officer	-	\$ 56.28	\$ -
		-		
		-		
	TOTAL ESTIMATED HOURS	15,200.0		

	SUPPORT STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
Not Used-10	Bridge /Structures Design Support Services	-		
O'Brien, John	Rail - Signals and Communications Inspector	3,520.0	\$ 95.67	\$ 336,758.40
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	3,520.0		

TOTAL SALARY (BASE COST)		\$ 1,375,854.40
OVERHEAD @ 152.55 % OF BARE COST		\$ 2,098,803.35
SUBTOTAL- SALARY + OVERHEAD		\$ 3,474,657.75
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 347,465.77
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ 35,863.43	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ 35,863.43	
TOTAL THIS TASK	-	\$ 3,857,986.95

TASK:	C3	FIRM: _		мотт ма	CDONALD
	TECHNICAL STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
Atwood, Jerry	Superstructure/Bridge Demolition Inspector			\$ 51.56	\$ -
Bassem, Hanna	Project Controls Manager		-	\$ 99.69	\$ -
Gonzalez, Antonio	Electrical/Lighting/Utilties Inspector		-	\$ 59.51	\$ -
Not Used-9	HazMat Management Lead		-		
Parylak, Robert	FA Co-ordination/Rail Systems		-	\$ 96.02	\$ -
Robinson, Amiri	Earthwork/Retaining Walls/Piles Inspector		-	\$ 59.51	\$ -
Not Used-11	Federal Requirements Lead		-		
Sikorski, John	Safety Officer		-	\$ 56.28	\$ -
	TOTAL ESTIMATED HOURS		-		
	SUPPORT STAFF	<u> </u>		Lucusiy	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
Not Used-10	Bridge /Structures Design Support Services				
D'Brien, John	Rail - Signals and Communications Inspector		_	\$ 95.67	\$ -
•	5		-		
			-		
			_		

STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
Not Used-10	Bridge /Structures Design Support Services	-		
O'Brien, John	Rail - Signals and Communications Inspector	-	\$ 95.67	\$ -
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	-		

TOTAL SALARY (BASE COST)		\$	-
OVERHEAD @ 152.55 % OF BARE COST		\$	-
SUBTOTAL- SALARY + OVERHEAD		\$	-
FIXED FEE @ 10% OF BARE COST + OVERHEAD			-
DIRECT EXPENSES IMTEMIZED			
Miscellaneous	\$ -		
FACS	\$ -		
Mileage/Travel	\$ -		
Phones	\$ -		
Computers/Tablets	\$ -		
TOTAL DIRECT EXPENSES	\$ -		
TOTAL THIS TASK		\$	-

TASK:	C4	FIRM:_		MOTT MACDONALD	
	TECHNICAL STAF	F			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
Atwood, Jerry	Superstructure/Bridge Demolition Inspector		-	\$ 51.56	\$ -
Bassem, Hanna	Project Controls Manager		-	\$ 99.69	\$ -
Gonzalez, Antonio	Electrical/Lighting/Utilties Inspector		-	\$ 59.51	\$ -
Not Used-9	HazMat Management Lead		-		
Parylak, Robert	FA Co-ordination/Rail Systems		-	\$ 96.02	\$ -
Robinson, Amiri	Earthwork/Retaining Walls/Piles Inspector		-	\$ 59.51	\$ -
Not Used-11	Federal Requirements Lead		-		
Sikorski, John	Safety Officer		-	\$ 56.28	\$ -
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
	SUPPORT STAFF	:			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
Not Used-10	Bridge /Structures Design Support Services		-		

	SUPPORT STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
Not Used-10	Bridge /Structures Design Support Services	-		
O'Brien, John	Rail - Signals and Communications Inspector	-	\$ 95.67	\$ -
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	-		

TOTAL SALARY (BASE COST)		\$	-
OVERHEAD @ 152.55 % OF BARE COST		\$	-
SUBTOTAL- SALARY + OVERHEAD		\$	-
FIXED FEE @ 10% OF BARE COST + OVERHEAD			-
DIRECT EXPENSES IMTEMIZED			
Miscellaneous	\$ -		
FACS	\$ -		
Mileage/Travel	\$ -		
Phones	\$ -		
Computers/Tablets	\$ -		
TOTAL DIRECT EXPENSES	\$ -		
TOTAL THIS TASK		\$	-

TASK:	C5	FIRM:		MOTT MA	CDONALD
	TECHNICAL STAF	F			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
Atwood, Jerry	Superstructure/Bridge Demolition Inspector			\$ 51.56	\$ -
Bassem, Hanna	Project Controls Manager		_	\$ 99.69	\$ -
Gonzalez, Antonio	Electrical/Lighting/Utilties Inspector		-	\$ 59.51	\$ -
Not Used-9	HazMat Management Lead		-		·
Parylak, Robert	FA Co-ordination/Rail Systems		-	\$ 96.02	\$ -
Robinson, Amiri	Earthwork/Retaining Walls/Piles Inspector		-	\$ 59.51	\$ -
Not Used-11	Federal Requirements Lead		-		
Sikorski, John	Safety Officer		-	\$ 56.28	\$ -
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
	SUPPORT STAFI	-			
	J SUPPORT STAFF	- 	EST.	HOURLY	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	1	HOURS	RATE	TOTAL SALARY
John Lload 10	Bridge (Street, use Design Courset Co.				
Not Used-10	Bridge /Structures Design Support Services		-	ć 05.67	<u></u>
O'Brien, John	Rail - Signals and Communications Inspector		-	\$ 95.67	\$ -
			-		

	SUPPORT STAFF			
STAFF PERSON	ON PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY
STATT LISON	TROJECT TITLE OR DISCH LINE	HOURS	RATE	TOTAL SALART
Not Used-10	Bridge /Structures Design Support Services	-		
O'Brien, John	Rail - Signals and Communications Inspector	-	\$ 95.67	\$ -
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	-		•

TOTAL SALARY (BASE COST)		\$	-
OVERHEAD @ 152.55 % OF BARE COST		\$	-
SUBTOTAL- SALARY + OVERHEAD		\$	-
FIXED FEE @ 10% OF BARE COST + OVERHEAD			-
DIRECT EXPENSES IMTEMIZED			
Miscellaneous	\$ -		
FACS	\$ -		
Mileage/Travel	\$ -		
Phones	\$ -		
Computers/Tablets	\$ -		
TOTAL DIRECT EXPENSES	\$ -		
TOTAL THIS TASK		\$	-

TASK:	C6	FIRM:	MOTT MACDONALD
17.011		1 11 11 11 11	

	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY
STAIT I ERSON	TROJECT TITLE ON DISCH LINE	HOURS	RATE	TOTAL SALART
Atwood, Jerry	Superstructure/Bridge Demolition Inspector	-	\$ 51.56	\$ -
Bassem, Hanna	Project Controls Manager	-	\$ 99.69	\$ -
Gonzalez, Antonio	Electrical/Lighting/Utilties Inspector	-	\$ 59.51	\$ -
Not Used-9	HazMat Management Lead	-		
Parylak, Robert	FA Co-ordination/Rail Systems	400.0	\$ 96.02	\$ 38,408.00
Robinson, Amiri	Earthwork/Retaining Walls/Piles Inspector	-	\$ 59.51	\$ -
Not Used-11	Federal Requirements Lead	-		
Sikorski, John	Safety Officer	-	\$ 56.28	\$ -
		-		
		-		
	TOTAL ESTIMATED HOURS	400.0		_

	SUPPORT STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
		1100113	TOTIL	
Not Used-10	Bridge /Structures Design Support Services	-		
O'Brien, John	Rail - Signals and Communications Inspector	-	\$ 95.67	\$ -
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	-		

TOTAL SALARY (BASE COST)		\$ 38,408.00
OVERHEAD @ 152.55 % OF BARE COST		\$ 58,589.66
SUBTOTAL- SALARY + OVERHEAD		\$ 96,997.66
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 9,699.77
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK		\$ 106,697.42

TASK: C7 FIRM: MOTT MACDONALD	
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TASK:	C7	FIRM:		MOTT MA	CDONALD
	TECHNICAL STAFF	<b>E</b>			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
Atwood, Jerry	Superstructure/Bridge Demolition Inspector			\$ 51.56	\$ -
Bassem, Hanna	Project Controls Manager		-	\$ 99.69	\$ -
Gonzalez, Antonio	Electrical/Lighting/Utilties Inspector		-	\$ 59.51	\$ -
Not Used-9	HazMat Management Lead		-		
Parylak, Robert	FA Co-ordination/Rail Systems		-	\$ 96.02	\$ -
Robinson, Amiri	Earthwork/Retaining Walls/Piles Inspector		-	\$ 59.51	\$ -
Not Used-11	Federal Requirements Lead		-		
Sikorski, John	Safety Officer		-	\$ 56.28	\$ -
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
STAFF PERSON	SUPPORT STAFF PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
Not Used-10	Bridge /Structures Design Support Services				
O'Brien, John	Rail - Signals and Communications Inspector		-	\$ 95.67	\$ -
·			_		•
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		•
TOTAL SALARY (BASE C	OST)				\$ -
OVERHEAD @ 152.55 9	•				\$ -
SUBTOTAL- SALARY + O	VERHEAD				\$ -
FIXED FEE @ 10% OF BA	ARE COST + OVERHEAD				\$ -
DIRECT EXPENSES IMTE	MIZED				

\$

\$

\$ \$

\$

Miscellaneous

Mileage/Travel

Computers/Tablets TOTAL DIRECT EXPENSES

TOTAL THIS TASK

FACS

Phones

TASK:	C8	FIRM:	MOTT MACDONALD
17 1511.	CO	1 11 (1 4 1 1	WO I I WATER OF THE PERSON OF

	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY
STATT FERSON	TROJECT TITLE OR DISCH LINE	HOURS	RATE	TOTAL SALART
Atwood, Jerry	Superstructure/Bridge Demolition Inspector	-	\$ 51.56	\$ -
Bassem, Hanna	Project Controls Manager	-	\$ 99.69	\$ -
Gonzalez, Antonio	Electrical/Lighting/Utilties Inspector	-	\$ 59.51	\$ -
Not Used-9	HazMat Management Lead	-		
Parylak, Robert	FA Co-ordination/Rail Systems	-	\$ 96.02	\$ -
Robinson, Amiri	Earthwork/Retaining Walls/Piles Inspector	-	\$ 59.51	\$ -
Not Used-11	Federal Requirements Lead	-		
Sikorski, John	Safety Officer	1,728.0	\$ 56.28	\$ 97,251.84
		-		
		-		
	TOTAL ESTIMATED HOURS	1,728.0		

	SUPPORT STAFF			
CTAFF DEDCOM	DDOLECT TITLE OD DISCIDLING	EST.	HOURLY	TOTAL SALARY
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	HOURS	RATE	TOTAL SALARY
Not Used-10	Bridge /Structures Design Support Services	-		
O'Brien, John	Rail - Signals and Communications Inspector	-	\$ 95.67	\$ -
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	-		

	\$ \$ \$	97,251.84 148,353.26
	\$ \$	-
	\$	245 605 40
		245,605.10
	\$	24,560.51
-		
-		
- 1		
- 1		
-		
-		
	\$	270,165.61
		- - - - - - - - - - - - - - - - - - -

TASK:	C9	FIRM:	MOTT MACDONALD
17 10111	65		

	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
		поокз	KAIL	
Atwood, Jerry	Superstructure/Bridge Demolition Inspector	-	\$ 51.56	\$ -
Bassem, Hanna	Project Controls Manager	480.0	\$ 99.69	\$ 47,851.20
Gonzalez, Antonio	Electrical/Lighting/Utilties Inspector	-	\$ 59.51	\$ -
Not Used-9	HazMat Management Lead	-		
Parylak, Robert	FA Co-ordination/Rail Systems	-	\$ 96.02	\$ -
Robinson, Amiri	Earthwork/Retaining Walls/Piles Inspector	-	\$ 59.51	\$ -
Not Used-11	Federal Requirements Lead	-		
Sikorski, John	Safety Officer	-	\$ 56.28	\$ -
		-		
		-		
	TOTAL ESTIMATED HOURS	480.0		

	SUPPORT STAFF			
CTAFF DEDCOM	DDOLECT TITLE OD DISCIDLING	EST.	HOURLY	TOTAL SALARY
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	HOURS	RATE	TOTAL SALARY
Not Used-10	Bridge /Structures Design Support Services	-		
O'Brien, John	Rail - Signals and Communications Inspector	-	\$ 95.67	\$ -
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	-		

TOTAL SALARY (BASE COST)		\$ 47,851.20
OVERHEAD @ 152.55 % OF BARE COST		\$ 72,994.83
SUBTOTAL- SALARY + OVERHEAD		\$ 120,846.03
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 12,084.60
DIRECT EXPENSES IMTEMIZED	<u> </u>	
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK		\$ 132,930.63

TASK: C10 FIRM: MOTT MACDONALD	ı
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	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY
JIAIT FERSON	TROJECT TITLE OR DISCH LINE	HOURS	RATE	TOTAL SALART
Atwood, Jerry	Superstructure/Bridge Demolition Inspector	-	\$ 51.56	\$ -
Bassem, Hanna	Project Controls Manager	-	\$ 99.69	\$ -
Gonzalez, Antonio	Electrical/Lighting/Utilties Inspector	-	\$ 59.51	\$ -
Not Used-9	HazMat Management Lead	-		
Parylak, Robert	FA Co-ordination/Rail Systems	160.0	\$ 96.02	\$ 15,363.20
Robinson, Amiri	Earthwork/Retaining Walls/Piles Inspector	-	\$ 59.51	\$ -
Not Used-11	Federal Requirements Lead	-		
Sikorski, John	Safety Officer	-	\$ 56.28	\$ -
		-		
		-		
	TOTAL ESTIMATED HOURS	160.0		

	SUPPORT STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
		1100113	TOTIL	
Not Used-10	Bridge /Structures Design Support Services	-		
O'Brien, John	Rail - Signals and Communications Inspector	-	\$ 95.67	\$ -
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	-		

TOTAL SALARY (BASE COST)		\$ 15,363.20
OVERHEAD @ 152.55 % OF BARE COST		\$ 23,435.86
SUBTOTAL- SALARY + OVERHEAD		\$ 38,799.06
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 3,879.91
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK		\$ 42,678.97

TASK:	P1	FIRM:	AMERCOM CORPORATION
1731	Γ Δ		AMERICANI CORFORATION

	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
Atkinson, Bryan	Foundation - Drilled Shafts Inspector	-	\$ 60.91	\$ -
Gyiraszi, Mike	CADD Support	-	\$ 45.67	\$ -
Corte, Sonia	Project Accounting & Administration	-	\$ 34.55	\$ -
Mcguire, Mike	Movable Brg- Towers and Flanking Spans Inspector	-	\$ 69.69	\$ -
Allrich, Vlad	Office Engineer	-	\$ 58.64	\$ -
LiPuma, Sam	Earthwork/Retaining Walls/Piles Inspector	-	\$ 48.53	\$ -
Dearing, Charles	Earthwork/Retaining Walls/Piles Inspector	-	\$ 63.77	\$ -
Finnegan, Gene	Assistant Office Engineer	-	\$ 47.76	\$ -
		-		
		-		
	TOTAL ESTIMATED HOURS	-		
	CURDORT CTAFF			
	SUPPORT STAFF	EST.	LIQUIDIV	Ι
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	HOURS	HOURLY RATE	TOTAL SALARY
		-		
		-		
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS			
	TOTAL ESTIMATED HOURS	-	]	
TOTAL SALARY (BASE CO	OST)			\$ -
OVERHEAD @ 93.55 %	·			\$ -
SUBTOTAL- SALARY + O				\$ -
FIXED FEE @ 10% OF BA				\$ -
DIRECT EXPENSES IMTE				•
Miscellaneous			\$ -	
FACS			\$ -	
Mileage/Travel			\$ -	
Phones			\$ -	
Computers/Tablets			\$ -	
TOTAL DIRECT EXPENSE	S		\$ -	
TOTAL TIME TACK				_

\$

TOTAL THIS TASK

TASK:	P2	FIRM:	AMERCOM CORPORATION

	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
Atkinson, Bryan	Foundation - Drilled Shafts Inspector	-	\$ 60.91	\$ -
Gyiraszi, Mike	CADD Support	-	\$ 45.67	\$ -
Corte, Sonia	Project Accounting & Administration	-	\$ 34.55	\$ -
Mcguire, Mike	Movable Brg- Towers and Flanking Spans Inspector	-	\$ 69.69	\$ -
Allrich, Vlad	Office Engineer	-	\$ 58.64	\$ -
LiPuma, Sam	Earthwork/Retaining Walls/Piles Inspector	-	\$ 48.53	\$ -
Dearing, Charles	Earthwork/Retaining Walls/Piles Inspector	-	\$ 63.77	\$ -
Finnegan, Gene	Assistant Office Engineer	-	\$ 47.76	\$ -
		-		
		-		
	TOTAL ESTIMATED HOURS	-		
	SUPPORT STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
		-		
		-		
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	_		
	TOTAL ESTIMATED HOURS	-	J	
OTAL SALARY (BASE C	•			\$ -
OVERHEAD @ 93.55 %	OF BARE COST			\$ -
SUBTOTAL- SALARY + O	VERHEAD			\$ -
FIXED FEE @ 10% OF BA	ARE COST + OVERHEAD			\$ -
DIRECT EXPENSES IMTE	MIZED			
Miscellaneous			\$ -	
ACS			\$ -	
Mileage/Travel			\$ -	
Phones			\$ -	
Computers/Tablets			\$ -	
OTAL DIRECT EXPENSE	ES .		\$ -	

\$

TOTAL THIS TASK

TASK:	C1	FIRM:	AMERCOM CORPORATION
IAJK.	CI	1 11\1 <b>v</b> 1.	AMERICON COR ORATION

1710111				
	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
Atkinson, Bryan	Foundation - Drilled Shafts Inspector	-	\$ 60.91	\$ -
Gyiraszi, Mike	CADD Support	-	\$ 45.67	\$ -
Corte, Sonia	Project Accounting & Administration	8,480.0	\$ 34.55	\$ 292,984.0
Mcguire, Mike	Movable Brg- Towers and Flanking Spans Inspector	-	\$ 69.69	\$ -
Allrich, Vlad	Office Engineer	12,000.0	\$ 58.64	\$ 703,680.0
LiPuma, Sam	Earthwork/Retaining Walls/Piles Inspector	-	\$ 48.53	\$ -
Dearing, Charles	Earthwork/Retaining Walls/Piles Inspector	-	\$ 63.77	\$ -
Finnegan, Gene	Assistant Office Engineer	7,040.0	\$ 47.76	\$ 336,230.4
		-		
		-		
	TOTAL ESTIMATED HOURS	27,520.0		
			•	
	SUPPORT STAFF		1	
STAFE PERSON	PROJECT TITLE OR DISCIPLINE		HOURLY	ΤΟΤΔΙ SΔΙΔΒΥ

	SUPPORT STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
		-		
		-		
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	-		<u> </u>

TOTAL SALARY (BASE COST)		\$ 1,332,894.40
OVERHEAD @ 93.55 % OF BARE COST		\$ 1,246,862.13
SUBTOTAL- SALARY + OVERHEAD		\$ 2,579,756.53
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 257,975.65
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK		\$ 2,837,732.18

TASK: C2 FIRM: AMERCOM CORPORATION
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	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
Atkinson, Bryan	Foundation - Drilled Shafts Inspector	4,160.0	\$ 60.91	\$ 253,385.60
Gyiraszi, Mike	CADD Support	-	\$ 45.67	\$ -
Corte, Sonia	Project Accounting & Administration	-	\$ 34.55	\$ -
Mcguire, Mike	Movable Brg- Towers and Flanking Spans Inspector	960.0	\$ 69.69	\$ 66,902.40
Allrich, Vlad	Office Engineer	-	\$ 58.64	\$ -
LiPuma, Sam	Earthwork/Retaining Walls/Piles Inspector	2,560.0	\$ 48.53	\$ 124,236.80
Dearing, Charles	Earthwork/Retaining Walls/Piles Inspector	2,560.0	\$ 63.77	\$ 163,251.20
Finnegan, Gene	Assistant Office Engineer	-	\$ 47.76	\$ -
		-		
		-		
	TOTAL ESTIMATED HOURS	10,240.0		

SUPPORT STAFF						
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY		
		-				
		-				
		-				
		-				
		-				
		-				
		-				
	TOTAL ESTIMATED HOURS	-				

TOTAL SALARY (BASE COST)		\$ 607,776.00
OVERHEAD @ 93.55 % OF BARE COST		\$ 568,546.82
SUBTOTAL- SALARY + OVERHEAD		\$ 1,176,322.82
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 117,632.28
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ 35,032.00	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ 35,032.00	
TOTAL THIS TASK		\$ 1,328,987.10

TASK: C3	FIRM:	AMERCOM CORPORATION	
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	TECHNICAL STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY	
Atkinson, Bryan	Foundation - Drilled Shafts Inspector	-	\$ 60.91	\$ -	
Gyiraszi, Mike	CADD Support	_	\$ 45.67	\$ -	
Corte, Sonia	Project Accounting & Administration	_	\$ 34.55	\$ -	
Mcguire, Mike	Movable Brg- Towers and Flanking Spans Inspector	_	\$ 69.69	\$ -	
Allrich, Vlad	Office Engineer	_	\$ 58.64	\$ -	
LiPuma, Sam	Earthwork/Retaining Walls/Piles Inspector	_	\$ 48.53	\$ -	
Dearing, Charles	Earthwork/Retaining Walls/Piles Inspector	-	\$ 63.77	\$ -	
Finnegan, Gene	Assistant Office Engineer	_	\$ 47.76	\$ -	
	- Assessment Surgeries	_	7	7	
		_			
	TOTAL ESTIMATED HOURS	-			
		Į.	1		
	SUPPORT STAFF				
CTAFF DEDCOM	DROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL CALABY	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	HOURS	RATE	TOTAL SALARY	
		-			
		-			
		-			
		-			
		-			
		-			
		-			
	TOTAL ESTIMATED HOURS	-			
TOTAL SALARY (BASE CO	OST)			\$ -	
OVERHEAD @ 93.55 %	•			\$ -	
SUBTOTAL- SALARY + O				\$ -	
FIXED FEE @ 10% OF BA				\$ -	
DIRECT EXPENSES IMTE				-	
Miscellaneous	IVIIZED		\$ -		
Miscellaneous \$ - FACS \$ -					
Mileage/Travel					
Phones					
Computers/Tablets TOTAL DIRECT EXPENSE	22		\$ - <b>\$</b> -		
	.5		\$ -	ć	
TOTAL THIS TASK				\$ -	

TASK: C4	FIRM:	AMERCOM CORPORATION
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	<u>-</u>	_		
	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
		1100113	IVIIL	
Atkinson, Bryan	Foundation - Drilled Shafts Inspector	-	\$ 60.91	\$ -
Gyiraszi, Mike	CADD Support	-	\$ 45.67	\$ -
Corte, Sonia	Project Accounting & Administration	-	\$ 34.55	\$ -
Mcguire, Mike	Movable Brg- Towers and Flanking Spans Inspector	-	\$ 69.69	\$ -
Allrich, Vlad	Office Engineer	-	\$ 58.64	\$ -
LiPuma, Sam	Earthwork/Retaining Walls/Piles Inspector	-	\$ 48.53	\$ -
Dearing, Charles	Earthwork/Retaining Walls/Piles Inspector	-	\$ 63.77	\$ -
Finnegan, Gene	Assistant Office Engineer	1,240.0	\$ 47.76	\$ 59,222.4
		-		
		-		
	TOTAL ESTIMATED HOURS	1,240.0		
		•	•	
	SUPPORT STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY

	SUPPORT STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
		-		
		-		
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	-		

TOTAL SALARY (BASE COST)		\$ 59,222.40
OVERHEAD @ 93.55 % OF BARE COST		\$ 55,399.86
SUBTOTAL- SALARY + OVERHEAD		\$ 114,622.26
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 11,462.23
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK		\$ 126,084.49

TASK:	C5	FIRM:	AMERCOM CORPORATION
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	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY
STAFF PERSON	PROJECT TITLE ON DISCIPLINE	HOURS	RATE	TOTAL SALARY
Atkinson, Bryan	Foundation - Drilled Shafts Inspector	-	\$ 60.91	\$ -
Gyiraszi, Mike	CADD Support	-	\$ 45.67	\$ -
Corte, Sonia	Project Accounting & Administration	-	\$ 34.55	\$ -
Mcguire, Mike	Movable Brg- Towers and Flanking Spans Inspector	-	\$ 69.69	\$ -
Allrich, Vlad	Office Engineer	-	\$ 58.64	\$ -
LiPuma, Sam	Earthwork/Retaining Walls/Piles Inspector	-	\$ 48.53	\$ -
Dearing, Charles	Earthwork/Retaining Walls/Piles Inspector	-	\$ 63.77	\$ -
Finnegan, Gene	Assistant Office Engineer	1,240.0	\$ 47.76	\$ 59,222.40
		-		
		-		
	TOTAL ESTIMATED HOURS	1,240.0		

SUPPORT STAFF					
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY	
		-			
		-			
		-			
		-			
		-			
		-			
		-			
	TOTAL ESTIMATED HOURS	-			

TOTAL SALARY (BASE COST)		\$ 59,222.40
OVERHEAD @ 93.55 % OF BARE COST		\$ 55,399.86
SUBTOTAL- SALARY + OVERHEAD		\$ 114,622.26
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 11,462.23
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK		\$ 126,084.49

TASK:	C6	FIRM:	AMERCOM CORPORATION
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TECHNICAL STAFF					
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY	
STAFF PERSON	PROJECT TITLE ON DISCIPLINE	HOURS	RATE	TOTAL SALARY	
Atkinson, Bryan	Foundation - Drilled Shafts Inspector	-	\$ 60.91	\$ -	
Gyiraszi, Mike	CADD Support	-	\$ 45.67	\$ -	
Corte, Sonia	Project Accounting & Administration	-	\$ 34.55	\$ -	
Mcguire, Mike	Movable Brg- Towers and Flanking Spans Inspector	-	\$ 69.69	\$ -	
Allrich, Vlad	Office Engineer	-	\$ 58.64	\$ -	
LiPuma, Sam	Earthwork/Retaining Walls/Piles Inspector	-	\$ 48.53	\$ -	
Dearing, Charles	Earthwork/Retaining Walls/Piles Inspector	-	\$ 63.77	\$ -	
Finnegan, Gene	Assistant Office Engineer	1,240.0	\$ 47.76	\$ 59,222.40	
		-			
		-			
	TOTAL ESTIMATED HOURS	1,240.0			

SUPPORT STAFF					
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY	
		-			
		-			
		-			
		-			
		-			
		-		_	
		-			
	TOTAL ESTIMATED HOURS	-			

TOTAL SALARY (BASE COST)			\$ 59,222.40
OVERHEAD @ 93.55 % OF BARE COST			\$ 55,399.86
SUBTOTAL- SALARY + OVERHEAD			\$ 114,622.26
FIXED FEE @ 10% OF BARE COST + OVERHEAD			\$ 11,462.23
DIRECT EXPENSES IMTEMIZED			
Miscellaneous	\$	-	
FACS	\$	-	
Mileage/Travel	\$	-	
Phones	\$	-	
Computers/Tablets	\$	-	
TOTAL DIRECT EXPENSES	\$	-	
TOTAL THIS TASK			\$ 126,084.49

TASK: C7 FIRM: AMERCOM CORPORA	ON
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STAFF PERSON		TECHNICAL STAFF			
Atkinson, Bryan   Foundation - Drilled Shafts Inspector   - \$ 60.91   5 - 60.91   5 - 60.91   5 - 60.91   5 - 60.91   5 - 60.91   5 - 60.91   5 - 60.91   5 - 60.91   5 - 60.91   5 - 60.91   6 - 60.9	STAFF PERSON				TOTAL SALARY
Gyiraszi, Mike					
Corte, Sonia	Atkinson, Bryan	Foundation - Drilled Shafts Inspector	-	\$ 60.91	\$ -
Mcguire, Mike   Movable Brg- Towers and Flanking Spans Inspector   -   \$ 69.69   \$ -   Allrich, Vlad   Office Engineer   -   \$ 58.64   \$ -     Lipuma, Sam   Earthwork/Retaining Walls/Piles Inspector   -   \$ 48.53   \$ -	Gyiraszi, Mike	CADD Support	-	\$ 45.67	\$ -
Allrich, Vlad   Office Engineer	Corte, Sonia	Project Accounting & Administration	-	\$ 34.55	\$ -
LiPuma, Sam   Earthwork/Retaining Walls/Piles Inspector   - \$ 48.53 \$ - Dearing, Charles   Earthwork/Retaining Walls/Piles Inspector   - \$ 63.77 \$ - \$ 53.77 \$ - \$ 5 5.77 \$   - \$ 5 5.77	Mcguire, Mike	Movable Brg- Towers and Flanking Spans Inspector	-	\$ 69.69	\$ -
Dearing, Charles   Earthwork/Retaining Walls/Piles Inspector   -   \$ 63.77   \$ -     Finnegan, Gene   Assistant Office Engineer   -   \$ 47.76   \$ -     TOTAL ESTIMATED HOURS   -     SUPPORT STAFF     STAFF PERSON   PROJECT TITLE OR DISCIPLINE   EST. HOURLY RATE   TOTAL SALARY     -     -	Allrich, Vlad	Office Engineer	-	\$ 58.64	\$ -
Finnegan, Gene   Assistant Office Engineer   -   \$ 47.76   \$ -	LiPuma, Sam	Earthwork/Retaining Walls/Piles Inspector	-	\$ 48.53	\$ -
TOTAL ESTIMATED HOURS   -	Dearing, Charles	Earthwork/Retaining Walls/Piles Inspector	-	\$ 63.77	\$ -
TOTAL ESTIMATED HOURS   -	Finnegan, Gene	Assistant Office Engineer	-	\$ 47.76	\$ -
SUPPORT STAFF			-		
SUPPORT STAFF   STAFF PERSON			-		
STAFF PERSON		TOTAL ESTIMATED HOURS	-		•
STAFF PERSON					
STAFF PERSON PROJECT TITLE OR DISCIPLINE HOURS RATE TOTAL SALARY  FIRST SALARY SALARY  HOURS RATE TOTAL SALARY  FIRST SALARY  HOURS RATE TOTAL SALARY  FIRST SALARY  HOURS RATE TOTAL SALARY  FIRST SAL		SUPPORT STAFF		1	
HOURS   RATE	STAFF PERSON	PROJECT TITLE OR DISCIPLINE			TOTAL SALARY
-   -   -   -   -   -   -   -   -   -			HOURS	RATE	
-   -   -   -   -   -   -   -   -   -					
TOTAL SALARY (BASE COST)  OVERHEAD @ 93.55 % OF BARE COST  SUBTOTAL- SALARY + OVERHEAD  FIXED FEE @ 10% OF BARE COST + OVERHEAD  DIRECT EXPENSES IMTEMIZED  Miscellaneous  FACS  Mileage/Travel Phones  Computers/Tablets  TOTAL DIRECT EXPENSES  S - COMPUTERSES  TOTAL DIRECT EXPENSES  S - COMPUTERSES  S - COMPUTERS			-		
TOTAL ESTIMATED HOURS  TOTAL ESTIMATED HOURS  TOTAL SALARY (BASE COST)  OVERHEAD @ 93.55 % OF BARE COST  SUBTOTAL- SALARY + OVERHEAD  FIXED FEE @ 10% OF BARE COST + OVERHEAD  DIRECT EXPENSES IMTEMIZED  Miscellaneous  FACS  Mileage/Travel  Phones  Computers/Tablets  TOTAL DIRECT EXPENSES  \$ -			-		
TOTAL ESTIMATED HOURS  TOTAL SALARY (BASE COST)  OVERHEAD @ 93.55 % OF BARE COST  SUBTOTAL- SALARY + OVERHEAD  FIXED FEE @ 10% OF BARE COST + OVERHEAD  DIRECT EXPENSES IMTEMIZED  Miscellaneous  FACS  Mileage/Travel  Phones  Computers/Tablets  TOTAL DIRECT EXPENSES  \$ -  Computers/Tablets  TOTAL DIRECT EXPENSES  \$ -  Computers/Tablets  TOTAL DIRECT EXPENSES  * -  **Computers/Tablets  * -  **Computers/Table			-		
TOTAL ESTIMATED HOURS  TOTAL SALARY (BASE COST)  OVERHEAD @ 93.55 % OF BARE COST  SUBTOTAL- SALARY + OVERHEAD  FIXED FEE @ 10% OF BARE COST + OVERHEAD  DIRECT EXPENSES IMTEMIZED  Miscellaneous  FACS  Mileage/Travel  Phones  Computers/Tablets  TOTAL DIRECT EXPENSES  \$ -  Computers/Tablets  TOTAL DIRECT EXPENSES  \$ -  Computers/Tablets  TOTAL DIRECT EXPENSES  * -  **Computers/Tablets  * -  **Computers/Table			-		
TOTAL ESTIMATED HOURS  TOTAL SALARY (BASE COST)  OVERHEAD @ 93.55 % OF BARE COST  SUBTOTAL- SALARY + OVERHEAD  FIXED FEE @ 10% OF BARE COST + OVERHEAD  DIRECT EXPENSES IMTEMIZED  Miscellaneous  FACS  Mileage/Travel  Phones  Computers/Tablets  TOTAL DIRECT EXPENSES  \$ -  Computers/Tablets  TOTAL DIRECT EXPENSES  \$ -  TOTAL DIRECT EXPENSES  \$ -  TOTAL DIRECT EXPENSES  * -  **TOTAL DIRECT EXPENSES					
TOTAL ESTIMATED HOURS  TOTAL SALARY (BASE COST)  OVERHEAD @ 93.55 % OF BARE COST  SUBTOTAL- SALARY + OVERHEAD  FIXED FEE @ 10% OF BARE COST + OVERHEAD  DIRECT EXPENSES IMTEMIZED  Miscellaneous  FACS  Mileage/Travel  Phones  Computers/Tablets  TOTAL DIRECT EXPENSES  \$ -  Computers/Tablets  TOTAL DIRECT EXPENSES  \$ -  Computers/Tablets  TOTAL DIRECT EXPENSES			-		
TOTAL SALARY (BASE COST)  OVERHEAD @ 93.55 % OF BARE COST  SUBTOTAL- SALARY + OVERHEAD  FIXED FEE @ 10% OF BARE COST + OVERHEAD  DIRECT EXPENSES IMTEMIZED  Miscellaneous  FACS  Mileage/Travel  Phones  Computers/Tablets  TOTAL DIRECT EXPENSES  \$ -			-		
TOTAL SALARY (BASE COST)  OVERHEAD @ 93.55 % OF BARE COST  SUBTOTAL- SALARY + OVERHEAD  FIXED FEE @ 10% OF BARE COST + OVERHEAD  DIRECT EXPENSES IMTEMIZED  Miscellaneous  FACS  Mileage/Travel  Phones  Computers/Tablets  TOTAL DIRECT EXPENSES  \$ -		TOTAL ESTIMATED HOLIDS			
OVERHEAD @ 93.55 % OF BARE COST  SUBTOTAL- SALARY + OVERHEAD  FIXED FEE @ 10% OF BARE COST + OVERHEAD  DIRECT EXPENSES IMTEMIZED  Miscellaneous  FACS  Mileage/Travel  Phones  Computers/Tablets  TOTAL DIRECT EXPENSES  \$ -  \$ -  \$ -  \$ -  \$ -  \$ -  \$ -  \$		TOTAL ESTIMATED HOURS	-	j	
OVERHEAD @ 93.55 % OF BARE COST  SUBTOTAL- SALARY + OVERHEAD  FIXED FEE @ 10% OF BARE COST + OVERHEAD  DIRECT EXPENSES IMTEMIZED  Miscellaneous  FACS  Mileage/Travel  Phones  Computers/Tablets  TOTAL DIRECT EXPENSES  \$ -  \$ -  \$ -  \$ -  \$ -  \$ -  \$ -  \$	TOTAL SALARY (BASE CO	OST)			\$ -
SUBTOTAL- SALARY + OVERHEAD  FIXED FEE @ 10% OF BARE COST + OVERHEAD  DIRECT EXPENSES IMTEMIZED  Miscellaneous  FACS  Mileage/Travel  Phones  Computers/Tablets  TOTAL DIRECT EXPENSES  \$ -  \$ -  \$ -  \$ -  \$ -  \$ -  \$ -  \$	· ·	·			
FIXED FEE @ 10% OF BARE COST + OVERHEAD  DIRECT EXPENSES IMTEMIZED  Miscellaneous  FACS  Mileage/Travel  Phones  Computers/Tablets  TOTAL DIRECT EXPENSES  \$ -  \$ -  TOTAL DIRECT EXPENSES  \$ -					
DIRECT EXPENSES IMTEMIZED  Miscellaneous  FACS  Mileage/Travel  Phones  Computers/Tablets  TOTAL DIRECT EXPENSES   \$ -  \$ -  \$ -  \$ -  \$ -  \$ -  \$ -  \$					
Miscellaneous \$ - FACS \$ - Mileage/Travel \$ - Phones \$ - Computers/Tablets \$ - TOTAL DIRECT EXPENSES \$ - TOTAL DIRECT EXPENSES					
FACS \$ -  Mileage/Travel \$ -  Phones \$ -  Computers/Tablets \$ -  TOTAL DIRECT EXPENSES \$ -					
Mileage/Travel \$ - Phones \$ - Computers/Tablets \$ - TOTAL DIRECT EXPENSES \$ -	·				
Phones \$ - Computers/Tablets \$ - TOTAL DIRECT EXPENSES \$ -	·				
Computers/Tablets \$ - TOTAL DIRECT EXPENSES \$ -					
TOTAL DIRECT EXPENSES \$ -					
		5			
	TOTAL THIS TASK				\$ -

TASK:	C8	FIRM:	AMERCOM CORPORATION
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	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
Atkinson, Bryan	Foundation - Drilled Shafts Inspector	-	\$ 60.91	\$ -
Gyiraszi, Mike	CADD Support	-	\$ 45.67	\$ -
Corte, Sonia	Project Accounting & Administration	-	\$ 34.55	\$ -
Mcguire, Mike	Movable Brg- Towers and Flanking Spans Inspector	-	\$ 69.69	\$ -
Allrich, Vlad	Office Engineer	-	\$ 58.64	\$ -
LiPuma, Sam	Earthwork/Retaining Walls/Piles Inspector	-	\$ 48.53	\$ -
Dearing, Charles	Earthwork/Retaining Walls/Piles Inspector	-	\$ 63.77	\$ -
Finnegan, Gene	Assistant Office Engineer	1,240.0	\$ 47.76	\$ 59,222.4
		-		
		-		
	TOTAL ESTIMATED HOURS	1,240.0		
			<u> </u>	
	SUPPORT STAFF		_	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY

SUPPORT STAFF					
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY	
		-			
		-			
		-			
		-			
		-			
		-			
		-			
	TOTAL ESTIMATED HOURS	-			

TOTAL SALARY (BASE COST)		\$ 59,222.40
OVERHEAD @ 93.55 % OF BARE COST		\$ 55,399.86
SUBTOTAL- SALARY + OVERHEAD		\$ 114,622.26
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 11,462.23
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK		\$ 126,084.49

TASK:	C9	FIRM:	AMERCOM CORPORATION
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	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY
		HOURS	RATE	
Atkinson, Bryan	Foundation - Drilled Shafts Inspector	-	\$ 60.91	\$ -
Gyiraszi, Mike	CADD Support	3,360.0	\$ 45.67	\$ 153,451.20
Corte, Sonia	Project Accounting & Administration	-	\$ 34.55	\$ -
Mcguire, Mike	Movable Brg- Towers and Flanking Spans Inspector	-	\$ 69.69	\$ -
Allrich, Vlad	Office Engineer	480.0	\$ 58.64	\$ 28,147.20
LiPuma, Sam	Earthwork/Retaining Walls/Piles Inspector	-	\$ 48.53	\$ -
Dearing, Charles	Earthwork/Retaining Walls/Piles Inspector	-	\$ 63.77	\$ -
Finnegan, Gene	Assistant Office Engineer	480.0	\$ 47.76	\$ 22,924.80
		-		
		-		
	TOTAL ESTIMATED HOURS	4,320.0		

SUPPORT STAFF					
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	HOURS	RATE	TOTAL SALARY	
		-			
		-			
		-			
		-			
		-			
		-			
		-			
	TOTAL ESTIMATED HOURS	-			

TOTAL SALARY (BASE COST)		\$ 204,523.20
OVERHEAD @ 93.55 % OF BARE COST		\$ 191,322.16
SUBTOTAL- SALARY + OVERHEAD		\$ 395,845.36
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 39,584.54
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK		\$ 435,429.89

TASK:	C10	FIRM:	AMERCOM CORPORATION
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	TECHNICAL STAFF				
		EST.	HOURLY		
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	HOURS	RATE	TOTAL SALARY	
		1100110	10112		
Atkinson, Bryan	Foundation - Drilled Shafts Inspector	-	\$ 60.91	\$ -	
Gyiraszi, Mike	CADD Support	_	\$ 45.67	\$ -	
Corte, Sonia	Project Accounting & Administration	-	\$ 34.55	\$ -	
Mcguire, Mike	Movable Brg- Towers and Flanking Spans Inspector	-	\$ 69.69	\$ -	
Allrich, Vlad	Office Engineer	-	\$ 58.64	\$ -	
LiPuma, Sam	Earthwork/Retaining Walls/Piles Inspector	-	\$ 48.53	\$ -	
Dearing, Charles	Earthwork/Retaining Walls/Piles Inspector	-	\$ 63.77	\$ -	
Finnegan, Gene	Assistant Office Engineer	-	\$ 47.76	\$ -	
<i>3 ,</i>		-		•	
		-			
	TOTAL ESTIMATED HOURS	-			
			J		
	SUPPORT STAFF				
CTAFF DEDCOM	DROUGHT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL CALABY	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	HOURS	RATE	TOTAL SALARY	
		-			
		-			
		-			
		-			
		-			
		-			
		_			
	TOTAL ESTIMATED HOURS	_			
	701112011111111111111111111111111111111		1		
TOTAL SALARY (BASE C	OST)			\$ -	
OVERHEAD @ 93.55 %	·			\$ -	
SUBTOTAL- SALARY + O				\$ -	
FIXED FEE @ 10% OF BA				\$ -	
DIRECT EXPENSES IMTE		*			
Miscellaneous	\$ -				
FACS	\$ -				
Mileage/Travel \$ -					
Phones \$ -					
Computers/Tablets	\$ -				
TOTAL DIRECT EXPENSE	·				
	.5		٠ -	Ċ	
TOTAL THIS TASK		\$ -			

TASK:	P1	FIRM	:	Collins Engin	eer, Inc.
	1	TECHNICAL STAFF	1		
STAFF PERSON	PROJECT TITLE	OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
O'Connor, Dan	Marine Diving		-	\$ 1,229.87	\$ -
			-		
			-		
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
	1	SUPPORT STAFF	1		
STAFF PERSON	PROJECT TITLE	OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
TOTAL SALARY (BASE COS	 ST)				\$ -
OVERHEAD @ 115.27 %					\$ -
SUBTOTAL- SALARY + OV					\$ -
FIXED FEE @ 10% OF BAR	RE COST + OVERHEAD				\$ -
DIRECT EXPENSES IMTEN					
Miscellaneous				\$ -	
FACS				\$ -	
Mileage/Travel				\$ -	
Phones				\$ -	
Computers/Tablets				\$ -	
TOTAL DIRECT EXPENSES				\$ -	
TOTAL THIS TASK					\$ -

TASK:	P2	FIRM:		Collins Engin	eer, Inc.
	TECHNICAL	STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLIN		EST. HOURS	HOURLY RATE	TOTAL SALARY
O'Connor, Dan	Marine Diving			\$ 1,229.87	\$ -
·			-	,	·
			-		
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
	CURRORT	`TAFF			
	SUPPORT S	IAFF	ГСТ	HOURNY	
STAFF PERSON	PROJECT TITLE OR DISCIPLIN	IE	EST. HOURS	HOURLY RATE	TOTAL SALARY
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		_		
	TOTAL ESTIMATED HOOKS				
TOTAL SALARY (BASE CO	ST)				\$ -
OVERHEAD @ 115.27 %					\$ -
SUBTOTAL- SALARY + OV					\$ -
FIXED FEE @ 10% OF BAF					\$ -
DIRECT EXPENSES IMTEM	1IZED				
Miscellaneous				\$ -	
FACS				\$ -	
Mileage/Travel				\$ -	
Phones				\$ -	
Computers/Tablets				\$ -	
TOTAL DIRECT EXPENSES				\$ -	
TOTAL THIS TASK				_	\$ -

TASK:	C1	FIRM:		Collins Engin	eer, Inc.
	TECHNICAL:	STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLIN		EST. HOURS	HOURLY RATE	TOTAL SALARY
O'Connor, Dan	Marine Diving			\$ 1,229.87	\$ -
, .			-	, -,c	т
			-		
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
	SUPPORT S	TAFF		Г	
STAFF PERSON	PROJECT TITLE OR DISCIPLIN	E	EST. HOURS	HOURLY RATE	TOTAL SALARY
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS				
	TOTAL ESTIMATED HOURS		-		
TOTAL SALARY (BASE CO	(TZ				\$ -
OVERHEAD @ 115.27 %					\$ -
SUBTOTAL- SALARY + OV					\$ -
FIXED FEE @ 10% OF BAF					\$ -
DIRECT EXPENSES IMTEM					•
Miscellaneous				\$ -	
FACS				\$ -	
Mileage/Travel				\$ -	
Phones				\$ -	
Computers/Tablets				\$ -	
TOTAL DIRECT EXPENSES				\$ -	
TOTAL THIS TASK					\$ -

TASK:	C2	FIRM:	Collins Engineer, Inc.
_		_	

TASK:	C2	C2 FIRM: Collins Engineer, Inc.			eer, Inc.
	TECHNICAL STA	FF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
O'Connor, Dan	Marine Diving		20.0	\$ 1,229.87	\$ 24,597.40
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		20.0		
	SUPPORT STAF	F			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY

SUPPORT STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
		-		
		-		
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	-		

TOTAL SALARY (BASE COST)		\$ 24,597.40
OVERHEAD @ 115.27 % OF BARE COST		\$ 28,354.09
SUBTOTAL- SALARY + OVERHEAD		\$ 52,951.49
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 5,295.15
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ 13,943.20	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ 13,943.20	
TOTAL THIS TASK		\$ 72,189.84

TASK:	C3	FIRM:		Collins Engin	neer, Inc.
	TECHNICAL ST	AFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	E	ST. DURS	HOURLY RATE	TOTAL SALARY
O'Connor, Dan	Marine Diving		_	\$ 1,229.87	\$ -
	3		-	,	·
			-		
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
	SUPPORT STA	.FF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		ST. DURS	HOURLY RATE	TOTAL SALARY
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
TOTAL SALARY (BASE COS	ST)				\$ -
OVERHEAD @ 115.27 % (					\$ -
SUBTOTAL- SALARY + OVE					\$ -
FIXED FEE @ 10% OF BAR					\$ -
DIRECT EXPENSES IMTEM					*
Miscellaneous				\$ -	
FACS				\$ -	
Mileage/Travel			\$ -		
Phones				\$ -	
Computers/Tablets				\$ -	
TOTAL DIRECT EXPENSES				\$ -	
TOTAL THIS TASK				•	\$ -

TASK:	C4	FIRM:		Collins Engir	neer, Inc.
	TECHNICA	ΔΙ STΔFF			
			EST.	HOURLY	
STAFF PERSON	PROJECT TITLE OR DISCIPL	INE	HOURS	RATE	TOTAL SALARY
O'Connor, Dan	Marine Diving		_	\$ 1,229.87	\$ -
,			-	, ,	
			_		
			-		
			-		
			-		
			_		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
				•	
	SUPPOR	T STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPL	INE	EST. HOURS	HOURLY RATE	TOTAL SALARY
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
TOTAL SALARY (BASE CO	OST)				\$ -
OVERHEAD @ 115.27 %					\$ -
SUBTOTAL- SALARY + O					\$ -
FIXED FEE @ 10% OF BA					\$ -
DIRECT EXPENSES IMTE					
Miscellaneous				\$ -	
FACS				\$ -	
Mileage/Travel			\$ -		
Phones				\$ -	
Computers/Tablets				\$ -	
TOTAL DIRECT EXPENSE:	S			\$ -	
TOTAL THIS TASK					\$ -

TASK:	C5	FIRM:		Collins Engir	neer, Inc.
	TECHNICAL STA	FF			
		1	EST.	HOURLY	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		HOURS	RATE	TOTAL SALARY
O'Connor, Dan	Marine Diving		-	\$ 1,229.87	\$ -
			-		
			-		
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
	SUPPORT STAF	F		T	T
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
TOTAL SALARY (BASE CO	ST)				\$ -
OVERHEAD @ 115.27 %	OF BARE COST				\$ -
SUBTOTAL- SALARY + OV	ERHEAD				\$ -
FIXED FEE @ 10% OF BAF	RE COST + OVERHEAD				\$ -
DIRECT EXPENSES IMTEM	1IZED				
Miscellaneous				\$ -	
FACS			\$ -		
Mileage/Travel			\$ -		
Phones			\$ -		
Computers/Tablets				\$ -	
TOTAL DIRECT EXPENSES				\$ -	
TOTAL THIS TASK					\$ -

TASK:	C6	FIRM:		Collins Engir	neer, Inc.
	TFCHN	ICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISC		EST. HOURS	HOURLY RATE	TOTAL SALARY
O'Connor, Dan	Marine Diving		-	\$ 1,229.87	\$ -
			-		
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS				
	TOTAL ESTIMATED HOURS		-	J	
	SUPPO	ORT STAFF			
STAFF PERSON	PROJECT TITLE OR DISC		EST. HOURS	HOURLY RATE	TOTAL SALARY
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
TOTAL SALARY (BASE C	OST)				\$ -
OVERHEAD @ 115.27					\$ -
SUBTOTAL- SALARY + C					\$ -
FIXED FEE @ 10% OF B					\$ -
DIRECT EXPENSES IMTE					
Miscellaneous				\$ -	
FACS				\$ -	
Mileage/Travel				\$ -	
Phones				\$ -	
Computers/Tablets				\$ -	
TOTAL DIRECT EXPENSE	ES			\$ -	
TOTAL THIS TASK				_	\$ -

TASK:	C7	FIRM:	M: Collins Engineer, Inc.		
	TECHNICAL STA	FF T			Г
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST.	HOURLY	TOTAL SALARY
			HOURS	RATE	
O'Connor, Dan	Marine Diving			\$ 1,229.87	\$ -
o connor, ban	IMATINE DIVING		_	γ 1,223.07	7
			-		
			_		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
	SUPPORT STAF	F			Т
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST.	HOURLY	TOTAL SALARY
			HOURS	RATE	
			-		
			<u> </u>		
			_		
			_		
	TOTAL ESTIMATED HOURS		_		
				1	
TOTAL SALARY (BASE COS	ST)				\$ -
OVERHEAD @ 115.27 %	OF BARE COST				\$ -
SUBTOTAL- SALARY + OV	ERHEAD				\$ -
FIXED FEE @ 10% OF BAF	RE COST + OVERHEAD				\$ -
DIRECT EXPENSES IMTEM	1IZED				
Miscellaneous				\$ -	
FACS				\$ -	
Mileage/Travel				\$ -	
Phones				\$ -	
Computers/Tablets				\$ -	
TOTAL DIRECT EXPENSES				\$ -	
TOTAL THIS TASK					\$ -

TASK:	C8	FIRM:		Collins Engi	neer, Inc.
	TFCH	NICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DIS		EST. HOURS	HOURLY RATE	TOTAL SALARY
O'Connor Don	Marina Divina			¢ 1 220 97	ė
O'Connor, Dan	Marine Diving		-	\$ 1,229.87	\$ -
			-		
			_		
			_		
			_	<u> </u>	
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
	SUPF	PORT STAFF	I	T	T
STAFF PERSON	PROJECT TITLE OR DIS	CIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		_		
				1	
TOTAL SALARY (BASE C	OST)				\$ -
OVERHEAD @ 115.27 9	% OF BARE COST				\$ -
SUBTOTAL- SALARY + O	VERHEAD				\$ -
FIXED FEE @ 10% OF BA	ARE COST + OVERHEAD				\$ -
DIRECT EXPENSES IMTE	MIZED				
Miscellaneous				\$ -	
FACS				\$ -	
Mileage/Travel				\$ -	
Phones				\$ -	
Computers/Tablets				\$ -	
TOTAL DIDECT EVDENCE					

TOTAL THIS TASK

TASK:	C9		FIRM:		Collins Engir	neer, Inc.
		TECHNICAL ST	- A E E			
	<u> </u>	TECHNICAL 31	AFF	ГСТ	HOURIV	I
STAFF PERSON	PROJE	CT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
				поокз	KAIL	
O'Connor, Dan	Marine Diving			_	\$ 1,229.87	\$ -
, , ,				-	7 2,220101	7
				-		
				-		
				-		
				-		
				-		
				-		
				-		
				-		
	TOTAL ESTIMATED	) HOURS		-		
	1	SUPPORT STA	AFF T		I	Г
STAFF PERSON	PROJE	CT TITLE OR DISCIPLINE		EST.	HOURLY	TOTAL SALARY
				HOURS	RATE	
				_		
				_		
				_		
				-		
				-		
	TOTAL ESTIMATED	) HOURS		-		
			-		•	
TOTAL SALARY (BASE C	OST)					\$ -
OVERHEAD @ 115.27	% OF BARE COST					\$ -
SUBTOTAL- SALARY + C						\$ -
FIXED FEE @ 10% OF B		AD .				\$ -
DIRECT EXPENSES IMTE	EMIZED					
Miscellaneous					\$ -	
	FACS				\$ -	
	Mileage/Travel				\$ -	
Phones					\$ -	
Computers/Tablets				\$ -		
TOTAL DIRECT EXPENSI	ES				\$ -	
TOTAL THIS TASK					\$ -	

TASK:	C10	FIRM:		Collins Engin	eer, Inc.
	TECHNICAL	STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLIN	E	EST. HOURS	HOURLY RATE	TOTAL SALARY
O'Connor, Dan	Marine Diving		_	\$ 1,229.87	\$ -
			_	Ψ =/==0.07	τ
			_		
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
	SUPPORT S	TAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLIN	E	EST. HOURS	HOURLY RATE	TOTAL SALARY
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		_		
TOTAL SALARY (BASE CO	ST)				\$ -
OVERHEAD @ 115.27 %					\$ -
SUBTOTAL- SALARY + OV					\$ -
FIXED FEE @ 10% OF BAF	RE COST + OVERHEAD				\$ -
DIRECT EXPENSES IMTEN	ИIZED				
Miscellaneous				\$ -	
FACS				\$ -	
Mileage/Travel				\$ -	
Phones				\$ -	
Computers/Tablets				\$ -	
TOTAL DIRECT EXPENSES	5			\$ -	
TOTAL THIS TASK					<b>Ġ</b> -

TASK:	P1	FIRM:	Dan Brown and Associates
_		<u> </u>	

	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
Day, Taylor	Foundation - Drilled Shafts Inspector	-	\$ 47.08	\$ -
Leib, Alexis	Ground Improvements - Inspector	-	\$ 40.05	\$ -
Madgett, Mark	Geotechnical Deep Foundations - Resident Engineer	-	\$ 70.34	\$ -
Turner, John	Drilled Shaft Foundation Expert	-	\$ 96.28	\$ -
		-		
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	-		
	SUPPORT STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
		-		
		-		
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	-		
TOTAL SALARY (BASE CO	OST)			\$ -
OVERHEAD @ 123.64 %				\$ -
SUBTOTAL- SALARY + O				\$ -
FIXED FEE @ 10% OF BA				\$ -
DIRECT EXPENSES IMTE				,
Miscellaneous				
FACS				
FACS \$ - Mileage/Travel \$ -				
Phones \$				
Computers/Tablets	\$ -			
TOTAL DIRECT EXPENSE	S		\$ -	
TOTAL THIC TACK				ć

TASK: P2 FIRM: Dan Brown and Associ	ites
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	TECHNICAL STAFF			
CTAFF DEDCON	DROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL CALABY
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	HOURS	RATE	TOTAL SALARY
Day, Taylor	Foundation - Drilled Shafts Inspector	-	\$ 47.08	\$ -
Leib, Alexis	Ground Improvements - Inspector	-	\$ 40.05	\$ -
Madgett, Mark	Geotechnical Deep Foundations - Resident Engineer	180.0	\$ 70.34	\$ 12,661.20
Turner, John	Drilled Shaft Foundation Expert	192.0	\$ 96.28	\$ 18,485.76
		-		
		-		
		-		
		-		
		-		
		-		
_	TOTAL ESTIMATED HOURS	372.0		
			<u> </u>	
	SUPPORT STAFF			

SUPPORT STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
		-		
		-		
		-		
		-		
		-		
		-		_
		-		
	TOTAL ESTIMATED HOURS	-		

TOTAL SALARY (BASE COST)		\$ 31,146.96
OVERHEAD @ 123.64 % OF BARE COST		\$ 38,508.97
SUBTOTAL- SALARY + OVERHEAD		\$ 69,655.93
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 6,965.59
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK	-	\$ 76,621.52

TASK:	C1	FIRM:	Dan Brown and Associates
		·	

	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
Day, Taylor	Foundation - Drilled Shafts Inspector	-	\$ 47.08	\$ -
Leib, Alexis	Ground Improvements - Inspector	-	\$ 40.05	\$ -
Madgett, Mark	Geotechnical Deep Foundations - Resident Engineer	-	\$ 70.34	\$ -
Turner, John	Drilled Shaft Foundation Expert	-	\$ 96.28	\$ -
		-		
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	-		
	SUPPORT STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
		-		
		-		
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	-	]	
TOTAL SALARY (BASE C	OST)			\$ -
OVERHEAD @ 123.64				\$ -
SUBTOTAL- SALARY + C	OVERHEAD			\$ -
FIXED FEE @ 10% OF B		\$ -		
DIRECT EXPENSES IMTE				
Miscellaneous				
Miscellaneous \$ - FACS \$ -				
Mileage/Travel \$ -				
Phones \$ -				
Computers/Tablets	\$ -			
TOTAL DIRECT EXPENSI	ES		\$ -	
TOTAL THIC TACK				ć

TASK:	C2	FIRM:	Dan Brown and Associates

	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
Day, Taylor	Foundation - Drilled Shafts Inspector	4,480.0	\$ 47.08	\$ 210,918.4
Leib, Alexis	Ground Improvements - Inspector	800.0	\$ 40.05	\$ 32,040.00
Madgett, Mark	Geotechnical Deep Foundations - Resident Engineer	3,400.0	\$ 70.34	\$ 239,156.00
Turner, John	Drilled Shaft Foundation Expert	544.0	\$ 96.28	\$ 52,376.32
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	9,224.0		•

	SUPPORT STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
		-		
		-		
		-		
		-		
		-		
		-		
		-		
_	TOTAL ESTIMATED HOURS	-		

TOTAL SALARY (BASE COST)		\$ 534,490.72
OVERHEAD @ 123.64 % OF BARE COST		\$ 660,824.89
SUBTOTAL- SALARY + OVERHEAD		\$ 1,195,315.61
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 119,531.56
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ 142,609.60	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ 142,609.60	
TOTAL THIS TASK		\$ 1,457,456.77

TASK:	C3	FIRM:	Da	Dan Brown and Associates		
	TECHI	NICAL STAFF				
STAFF PERSON	PROJECT TITLE OR DI	SCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY	
Day, Taylor	Foundation - Drilled Shafts Inspector		-	\$ 47.08	\$ -	
Leib, Alexis	Ground Improvements - Inspector		-	\$ 40.05	\$ -	
Madgett, Mark	Geotechnical Deep Foundations - Res	ident Engineer	224.0	\$ 70.34	\$ 15,756.16	
Turner, John	Drilled Shaft Foundation Expert		-	\$ 96.28	\$ -	
			-			
			-			
			-			
			-			
			-			
			-			
	TOTAL ESTIMATED HOURS		224.0			
	SLIPP	ORT STAFF				
		01(1 517(11	EST.	HOURLY		
STAFF PERSON	PROJECT TITLE OR DI	SCIPLINE	HOURS	RATE	TOTAL SALARY	
			-			
			-			
			_			

	SUPPORT STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY
		HOURS	RATE	
		-		
		-		
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	-		

TOTAL SALARY (BASE COST)		\$ 15,756.16
OVERHEAD @ 123.64 % OF BARE COST		\$ 19,480.34
SUBTOTAL- SALARY + OVERHEAD		\$ 35,236.50
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 3,523.65
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK		\$ 38,760.15

TASK:	C4	FIRM:	Dan Brown and Associates

	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
Day Taylor	5 11 16 6		ć 47.00	Ċ
Day, Taylor	Foundation - Drilled Shafts Inspector	-	\$ 47.08	\$ -
Leib, Alexis	Ground Improvements - Inspector	- 00.0	\$ 40.05	\$ -
Madgett, Mark	Geotechnical Deep Foundations - Resident Engineer	90.0	\$ 70.34	\$ 6,330.60
Turner, John	Drilled Shaft Foundation Expert	-	\$ 96.28	\$ -
		-		
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	90.0		
		•		
	SUPPORT STAFF			

SUPPORT STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
		-		
		-		
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	-		

TOTAL SALARY (BASE COST)		\$ 6,330.60
OVERHEAD @ 123.64 % OF BARE COST		\$ 7,826.92
SUBTOTAL- SALARY + OVERHEAD		\$ 14,157.52
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 1,415.75
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK	<del></del>	\$ 15,573.28

TASK:	C5	FIRM:	Da	n Brown ar	nd Associates
	TECHNICAL STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
Day, Taylor	Foundation - Drilled Shafts Inspector			\$ 47.08	\$ -
Leib, Alexis	Ground Improvements - Inspector		_	\$ 40.05	
Madgett, Mark	Geotechnical Deep Foundations - Resident Engine	er	224.0	\$ 70.34	
Turner, John	Drilled Shaft Foundation Expert	C1	-	\$ 96.28	\$ -
rarrier, John	Diffica Share Foundation Expert			7 30.20	7
			_		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		224.0		ļ
		•		4	
	SUPPORT STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
TAL SALARY (BASE C	OSTI				\$ 15,756.1
/ERHEAD @ 123.64	-				\$ 19,480.3
BTOTAL- SALARY + C					\$ 19,480.5

TOTAL SALARY (BASE COST)		\$ 15,756.16
OVERHEAD @ 123.64 % OF BARE COST		\$ 19,480.34
SUBTOTAL- SALARY + OVERHEAD		\$ 35,236.50
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 3,523.65
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK		\$ 38,760.15

TASK:	C6	FIRM:	Da	n Brown ar	nd Associates
	TECHNICAL STA	FF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
Day, Taylor	Foundation - Drilled Shafts Inspector		-	\$ 47.08	\$ -
Leib, Alexis	Ground Improvements - Inspector		-	\$ 40.05	\$ -
Madgett, Mark	Geotechnical Deep Foundations - Resident Engi	neer	90.0	\$ 70.34	\$ 6,330.6
Turner, John	Drilled Shaft Foundation Expert		-	\$ 96.28	\$ -
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		90.0		
	SUPPORT STAF	F			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
			-		
			-		
			-		
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TOTAL ESTIMATED HOURS	-		
		•	

TOTAL SALARY (BASE COST)		\$ 6,330.60
OVERHEAD @ 123.64 % OF BARE COST		\$ 7,826.92
SUBTOTAL- SALARY + OVERHEAD		\$ 14,157.52
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 1,415.75
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK		\$ 15,573.28

TASK:	C7	FIRM:	<b>Dan Brown and Associates</b>
-		<del>-</del>	

	TECHNICAL STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY	
Day, Taylor	Foundation - Drilled Shafts Inspector	-	\$ 47.08	\$ -	
Leib, Alexis	Ground Improvements - Inspector	_	\$ 40.05	\$ -	
Madgett, Mark	Geotechnical Deep Foundations - Resident Engineer	_	\$ 70.34	\$ -	
Turner, John	Drilled Shaft Foundation Expert	-	\$ 96.28	\$ -	
,	·	-			
		-			
		-			
		-			
		-			
		-			
	TOTAL ESTIMATED HOURS	-			
			_		
	SUPPORT STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY	
		-			
		-			
		-			
		-			
		-			
		-			
		-			
	TOTAL ESTIMATED HOURS	-	]		
TOTAL SALARY (BASE C				\$ -	
OVERHEAD @ 123.64	% OF BARE COST			\$ -	
SUBTOTAL- SALARY + (				\$ -	
	ARE COST + OVERHEAD			\$ -	
DIRECT EXPENSES IMT	EMIZED				
Miscellaneous					
FACS	·				
Mileage/Travel	-				
Phones	nones \$ -				
Computers/Tablets					
	TAL DIRECT EXPENSES \$ -				
TOTAL THIS TASK				\$ -	

TASK: C8 FIRM: D	Dan Brown and Associates
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	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
Day, Taylor	Foundation - Drilled Shafts Inspector	_	\$ 47.08	\$ -
Leib, Alexis	Ground Improvements - Inspector	-	\$ 40.05	\$ -
Madgett, Mark	Geotechnical Deep Foundations - Resident Engineer	90.0	\$ 70.34	\$ 6,330.6
Turner, John	Drilled Shaft Foundation Expert	-	\$ 96.28	\$ -
		-		
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	90.0		
			-	
	SUPPORT STAFF			
STAFE PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY

	SUPPORT STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
		-		
		-		
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	-		

TOTAL SALARY (BASE COST)		\$ 6,330.60
OVERHEAD @ 123.64 % OF BARE COST		\$ 7,826.92
SUBTOTAL- SALARY + OVERHEAD		\$ 14,157.52
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 1,415.75
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK		\$ 15,573.28

TASK:	C9	FIRM:	Da	n Brown ar	nd Associates
	TECHNICAL STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
Day, Taylor	Foundation - Drilled Shafts Inspector		-	\$ 47.08	\$ -
Leib, Alexis	Ground Improvements - Inspector		-	\$ 40.05	
Madgett, Mark	Geotechnical Deep Foundations - Resident Enginee	er	182.0	\$ 70.34	\$ 12,801.88
Turner, John	Drilled Shaft Foundation Expert		-	\$ 96.28	\$ -
			-		
			-		
			<u>-</u>		
	TOTAL ESTIMATED HOURS		182.0		
	SUPPORT STAFF	ı			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
			_		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
TOTAL SALARY (BASE CO	OST)				\$ 12,801.88
OVERHEAD @ 123.64 %	OF BARE COST				\$ 15,827.78

TOTAL SALARY (BASE COST)		\$ 12,801.88
OVERHEAD @ 123.64 % OF BARE COST		\$ 15,827.78
SUBTOTAL- SALARY + OVERHEAD		\$ 28,629.66
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 2,862.97
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK		\$ 31,492.62

TASK:	C10	FIRM:	Dan Brown and Associates
_		<del>-</del>	

	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
Day, Taylor	Foundation - Drilled Shafts Inspector	_	\$ 47.08	\$ -
Leib, Alexis	Ground Improvements - Inspector	-	\$ 40.05	\$ -
Madgett, Mark	Geotechnical Deep Foundations - Resident Engineer	-	\$ 70.34	
Turner, John	Drilled Shaft Foundation Expert	-	\$ 96.28	\$ -
		-		
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	-	]	
	SUPPORT STAFF	T		Т
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY
		HOURS	RATE	
		-		
		-		
	TOTAL ESTIMATED HOURS	-		
			1	
TOTAL SALARY (BASE CO	OST)			\$ -
OVERHEAD @ 123.64 %	OF BARE COST			\$ -
SUBTOTAL- SALARY + O	VERHEAD			\$ -
FIXED FEE @ 10% OF BA	RE COST + OVERHEAD			\$ -
DIRECT EXPENSES IMTER	MIZED			
Miscellaneous			\$ -	
FACS			\$ -	
Mileage/Travel			\$ -	
Phones			\$ -	
Computers/Tablets			\$ -	
TOTAL DIRECT EXPENSE	S		\$ -	
TOTAL THIS TASK				\$ -

TASK:	P1	FIRM:	G	arg Consult	ing Services
	TECHNICAL CTAFF				
	TECHNICAL STAFF		FCT	LIGHBLY	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
TBD 1	Caternary & Electric Traction Power Lead		_	\$ 76.62	\$ -
TBD 2	FA Co-ordination		_	\$ 75.12	
			-	Ψ /3.22	<u> </u>
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-	]	
	SUPPORT STAFF				
	T SUPPORT STAFF		EST.	HOURLY	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		HOURS	RATE	TOTAL SALARY
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS				
	TOTAL ESTIMATED HOURS			]	
TOTAL SALARY (BASE CO	ST)				\$ -
OVERHEAD @ 111 % OF					\$ -
SUBTOTAL- SALARY + OV					\$ -
FIXED FEE @ 10% OF BAI	RE COST + OVERHEAD				\$ -
DIRECT EXPENSES IMTEN	MIZED				
Miscellaneous				\$ -	
FACS				\$ -	
Mileage/Travel				\$ -	
Phones				\$ -	
Computers/Tablets				\$ -	
TOTAL DIRECT EXPENSES	)			\$ -	
TOTAL THIS TASK					\$ -

TASK:	P2	FIRM:	G	arg Consult	ing Services
	TECHNICAL STAFF			1	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST.	HOURLY	TOTAL SALARY
			HOURS	RATE	
TDD 4				A 76.60	<u> </u>
TBD 1	Caternary & Electric Traction Power Lead		-	\$ 76.62	
TBD 2	FA Co-ordination		-	\$ 75.12	\$ -
			-		
			-		
			_		
			_		
	TOTAL ESTIMATED HOURS		-		
				J	
	SUPPORT STAFF				
CTAFF DEDCOM	DROJECT TITLE OR DISCIPLINE		EST.	HOURLY	TOTAL CALABY
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		HOURS	RATE	TOTAL SALARY
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS	ļ	-	]	
TOTAL CALABY /DACE CO	CT'				٨
TOTAL SALARY (BASE COS OVERHEAD @ 111 % OF					\$ - \$ -
SUBTOTAL- SALARY + OV					<b>A</b>
FIXED FEE @ 10% OF BAF					\$ -
DIRECT EXPENSES IMTEM					<del>у</del> -
Miscellaneous	TIZED			\$ -	
FACS				\$ -	
Mileage/Travel				\$ -	
Phones				\$ -	
Computers/Tablets				\$ -	
TOTAL DIRECT EXPENSES				\$ -	
TOTAL DIRECT EXTENSES					¢

TASK:	C1	FIRM:	G	arg Consult	ing Services
	TECHNICAL STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
TBD 1	Caternary & Electric Traction Power Lead			\$ 76.62	\$ -
TBD 2	FA Co-ordination		_	\$ 75.12	
	The Grandon			ψ /3.12E	Ψ
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
	SUPPORT STAFF		ГСТ	LUQUBLY	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-	]	
TOTAL SALARY (BASE CO	NCT)				\$ -
OVERHEAD @ 111 % OF	-				\$ -
SUBTOTAL- SALARY + O					\$ -
FIXED FEE @ 10% OF BA					\$ -
DIRECT EXPENSES IMTER					¥
Miscellaneous				\$ -	
FACS				\$ -	
Mileage/Travel				\$ -	
Phones				\$ -	
Computers/Tablets				\$ -	
TOTAL DIRECT EXPENSES	S			\$ -	

TOTAL THIS TASK

\$

TASK: C2 FIRM: Garg Consulting Services
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	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
TBD 1	Caternary & Electric Traction Power Lead	1,920.0	\$ 76.62	\$ 147,110.40
TBD 2	FA Co-ordination	2,360.0	\$ 75.12	\$ 177,283.20
		-		
		-		
		-		
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	4,280.0		
			1	

	SUPPORT STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		HOURLY RATE	TOTAL SALARY	
		-			
		-			
		-			
		-			
		-			
		-			
		-			
	TOTAL ESTIMATED HOURS	-			

TOTAL SALARY (BASE COST)		\$ 324,393.60
OVERHEAD @ 111 % OF BARE COST		\$ 360,076.90
SUBTOTAL- SALARY + OVERHEAD		\$ 684,470.50
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 68,447.05
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ 7,192.00	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ 7,192.00	
TOTAL THIS TASK		\$ 760,109.55

TASK:	C3	FIRM:	G	arg Consult	ing Services
	TECHNICAL STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
TDD 4	0.51			¢ 70.00	<u> </u>
TBD 1	Caternary & Electric Traction Power Lead		-	\$ 76.62	
TBD 2	FA Co-ordination		-	\$ 75.12	\$ -
			-		
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
	CURRORT CTAFF				
	SUPPORT STAFF	1	FCT	HOURIN	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
			-		
			<u> </u>		
			_		
			_		
			_		
			_		
	TOTAL ESTIMATED HOURS		-		
		<del>!</del>		•	
TOTAL SALARY (BASE CO	OST)				\$ -
OVERHEAD @ 111 % OF BARE COST					\$ -
SUBTOTAL- SALARY + OVERHEAD			\$ -		
FIXED FEE @ 10% OF BARE COST + OVERHEAD				\$ -	
DIRECT EXPENSES IMTEMIZED					
Miscellaneous \$ -					
FACS \$ -					
Mileage/Travel \$ -					
Phones \$ -					
Computers/Tablets \$ -					
TOTAL DIRECT EXPENSES \$ -				\$ -	

TOTAL THIS TASK

\$

\$

TECHNICAL STAFF	TASK:	C4	FIRM:	G	arg Consult	ing Services
STAFF PERSON		TECHNICAL STAFF				
TBD 2	STAFF PERSON					TOTAL SALARY
TBD 2						
-   -   -   -   -   -   -   -   -   -	TBD 1	Caternary & Electric Traction Power Lead		-		
-   -   -   -   -   -   -   -   -   -	TBD 2	FA Co-ordination		-	\$ 75.12	\$ -
Comparison				-		
Comparison				-		
Comparison				-		
TOTAL ESTIMATED HOURS   -				-		
TOTAL ESTIMATED HOURS   -				-		
TOTAL ESTIMATED HOURS   -				-		
SUPPORT STAFF				-		
SUPPORT STAFF   STAFF PERSON   PROJECT TITLE OR DISCIPLINE   EST. HOURLY RATE   TOTAL SALARY				-		
STAFF PERSON PROJECT TITLE OR DISCIPLINE    STAFF PERSON   PROJECT TITLE OR DISCIPLINE   EST. HOURLY RATE		TOTAL ESTIMATED HOURS		-		
STAFF PERSON PROJECT TITLE OR DISCIPLINE    STAFF PERSON   PROJECT TITLE OR DISCIPLINE   EST. HOURLY RATE		CURRORT STAFF				
STAFF PERSON PROJECT TITLE OR DISCIPLINE HOURS RATE TOTAL SALARY  TOTAL ESTIMATED HOURS  TOTAL ESTIMATED HOURS  TOTAL ESTIMATED HOURS  TOTAL SALARY (BASE COST)  OVERHEAD @ 111 % OF BARE COST  SUBTOTAL- SALARY + OVERHEAD FIXED FEE @ 10% OF BARE COST + OVERHEAD DIRECT EXPENSES IMTEMIZED  Miscellaneous FACS  Mileage/Travel  TOTAL SALARY  \$ -  HOURS RATE  TOTAL SALARY  FOR ALL SALARY  S -  HOURS  FACS  HOURS  FACS  HOURS  FACS  S -  HOURS  FACS  HOURS  HOURS  FACS  HOURS  FACS  HOURS  FACS  HOURS  HOURS  FACS  HOURS  FACS		SUPPORT STAFF		FCT	HOHDIV	
TOTAL ESTIMATED HOURS  TOTAL SALARY (BASE COST)  OVERHEAD @ 111 % OF BARE COST  SUBTOTAL- SALARY + OVERHEAD  FIXED FEE @ 10% OF BARE COST + OVERHEAD  DIRECT EXPENSES IMTEMIZED  Miscellaneous  FACS  Mileage/Travel	STAFF PERSON	PROJECT TITLE OR DISCIPLINE				TOTAL SALARY
TOTAL ESTIMATED HOURS  TOTAL SALARY (BASE COST)  OVERHEAD @ 111 % OF BARE COST  SUBTOTAL- SALARY + OVERHEAD  FIXED FEE @ 10% OF BARE COST + OVERHEAD  DIRECT EXPENSES IMTEMIZED  Miscellaneous  FACS  Mileage/Travel						
TOTAL ESTIMATED HOURS  TOTAL SALARY (BASE COST)  OVERHEAD @ 111 % OF BARE COST  SUBTOTAL- SALARY + OVERHEAD  FIXED FEE @ 10% OF BARE COST + OVERHEAD  DIRECT EXPENSES IMTEMIZED  Miscellaneous  FACS  Mileage/Travel				-		
TOTAL ESTIMATED HOURS  TOTAL SALARY (BASE COST)  OVERHEAD @ 111 % OF BARE COST  SUBTOTAL- SALARY + OVERHEAD  FIXED FEE @ 10% OF BARE COST + OVERHEAD  DIRECT EXPENSES IMTEMIZED  Miscellaneous  FACS  Mileage/Travel  A				-		
TOTAL ESTIMATED HOURS  TOTAL SALARY (BASE COST)  OVERHEAD @ 111 % OF BARE COST  SUBTOTAL- SALARY + OVERHEAD  FIXED FEE @ 10% OF BARE COST + OVERHEAD  DIRECT EXPENSES IMTEMIZED  Miscellaneous  FACS  Mileage/Travel  A COMMISSION STATEMIZED  S COMMISSION STATEMIZED  S COMMISSION STATEMIZED  S COMMISSION S				-		
TOTAL ESTIMATED HOURS  TOTAL SALARY (BASE COST)  OVERHEAD @ 111 % OF BARE COST  SUBTOTAL- SALARY + OVERHEAD  FIXED FEE @ 10% OF BARE COST + OVERHEAD  DIRECT EXPENSES IMTEMIZED  Miscellaneous  FACS  Mileage/Travel  A				-		
TOTAL ESTIMATED HOURS  TOTAL SALARY (BASE COST)  OVERHEAD @ 111 % OF BARE COST  SUBTOTAL- SALARY + OVERHEAD  FIXED FEE @ 10% OF BARE COST + OVERHEAD  DIRECT EXPENSES IMTEMIZED  Miscellaneous  FACS  Mileage/Travel  TOTAL ESTIMATED HOURS  \$ -  S -  S -  Mileage/Travel				-		
TOTAL ESTIMATED HOURS  TOTAL SALARY (BASE COST)  OVERHEAD @ 111 % OF BARE COST  SUBTOTAL- SALARY + OVERHEAD  FIXED FEE @ 10% OF BARE COST + OVERHEAD  DIRECT EXPENSES IMTEMIZED  Miscellaneous  FACS  Mileage/Travel  TOTAL ESTIMATED HOURS  \$ -  Comparison of the property o				-		
TOTAL SALARY (BASE COST)  OVERHEAD @ 111 % OF BARE COST  SUBTOTAL- SALARY + OVERHEAD  FIXED FEE @ 10% OF BARE COST + OVERHEAD  DIRECT EXPENSES IMTEMIZED  Miscellaneous  FACS  Mileage/Travel  \$ -  S -  Mileage/Travel				-		
TOTAL SALARY (BASE COST)  OVERHEAD @ 111 % OF BARE COST  SUBTOTAL- SALARY + OVERHEAD  FIXED FEE @ 10% OF BARE COST + OVERHEAD  DIRECT EXPENSES IMTEMIZED  Miscellaneous  FACS  Mileage/Travel  \$ -  S -  Mileage/Travel						
OVERHEAD @ 111 % OF BARE COST  SUBTOTAL- SALARY + OVERHEAD  FIXED FEE @ 10% OF BARE COST + OVERHEAD  DIRECT EXPENSES IMTEMIZED  Miscellaneous  FACS  Mileage/Travel  \$ -  \$ -  \$ -  \$ -		TOTAL ESTIMATED HOURS		-		
OVERHEAD @ 111 % OF BARE COST  SUBTOTAL- SALARY + OVERHEAD  FIXED FEE @ 10% OF BARE COST + OVERHEAD  DIRECT EXPENSES IMTEMIZED  Miscellaneous  FACS  Mileage/Travel  \$ -  \$ -  \$ -  \$ -	TOTAL CALADY (DACE CO	CT)				ć
SUBTOTAL- SALARY + OVERHEAD  FIXED FEE @ 10% OF BARE COST + OVERHEAD  DIRECT EXPENSES IMTEMIZED  Miscellaneous  FACS  Mileage/Travel  \$ -  \$ -  \$ -  \$ -						
FIXED FEE @ 10% OF BARE COST + OVERHEAD  DIRECT EXPENSES IMTEMIZED  Miscellaneous  FACS  Mileage/Travel  \$ -  \$ -  \$ -  \$ -						
DIRECT EXPENSES IMTEMIZED  Miscellaneous  FACS  Mileage/Travel  \$ -  \$ -  \$ -						
Miscellaneous \$ - FACS \$ - Mileage/Travel \$ -						<b>&gt;</b> -
FACS \$ - Mileage/Travel \$ -						
Mileage/Travel \$ -						
					\$ -	

\$

Computers/Tablets
TOTAL DIRECT EXPENSES

TASK:	C5	FIRM:	G	arg Consult	ing Services
	TECHNICAL CTAFF				
	TECHNICAL STAFF	•		I	T
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
TBD 1	Caternary & Electric Traction Power Lead		_	\$ 76.62	\$ -
TBD 2	FA Co-ordination		_	\$ 75.12	
155 2	The continue of		-	7 73.12	Y
			-		
			-		
			ı		
			1		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-	]	
	SUPPORT STAFF				
	T SUPPORT STAFF		EST.	HOURLY	Ι
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		HOURS	RATE	TOTAL SALARY
			-		
			-		
			-		
			-		
			-		
	<u> </u>		-		
	<del> </del>		-		
	TOTAL ESTIMATED HOURS				
	TOTAL ESTIMATED HOURS		_	]	
TOTAL SALARY (BASE CO	DST)				\$ -
OVERHEAD @ 111 % OF BARE COST					\$ -
SUBTOTAL- SALARY + OVERHEAD					\$ -
FIXED FEE @ 10% OF BARE COST + OVERHEAD					\$ -
DIRECT EXPENSES IMTER	MIZED				
Miscellaneous \$ -					
FACS \$ -					
Mileage/Travel \$ -					
Phones \$ -					
Computers/Tablets \$				\$ -	
TOTAL DIRECT EXPENSES \$				\$ -	

TASK:	C6	FIRM:	G	arg Consult	ing Services
	TECHNICAL STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
TBD 1	Caternary & Electric Traction Power Lead			\$ 76.62	\$ -
TBD 1	FA Co-ordination			\$ 75.12	
160 2	FA Co-ordination		-	\$ 75.12	\$ -
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOLIDS		-		
	TOTAL ESTIMATED HOURS		-	]	
	SUPPORT STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-	]	
TOTAL SALARY (BASE CO	OST)				\$ -
OVERHEAD @ 111 % OF					\$ -
SUBTOTAL- SALARY + OV					\$ -
FIXED FEE @ 10% OF BA					\$ -
DIRECT EXPENSES IMTEN					
Miscellaneous				\$ -	
FACS \$ -					
Mileage/Travel \$ -					
Phones				\$ -	
Computers/Tablets				\$ -	

\$

\$

TOTAL DIRECT EXPENSES

TASK: C7		FIRM:	G	arg Consult	ing Services
	TECHNICAL STAFF				
	TECHNICAL STAFF		EST.	HOURLY	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		HOURS	RATE	TOTAL SALARY
TDD 4				ć 7C C2	<b>A</b>
TBD 1	Caternary & Electric Traction Power Lead		-	\$ 76.62	
TBD 2	FA Co-ordination		-	\$ 75.12	\$ -
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ECTIMATED LIQUIDS		-		
	TOTAL ESTIMATED HOURS		-	]	
	SUPPORT STAFF				
CTAFF DEDCOM	DDOUGCT TITLE OD DICCIDI ING		EST.	HOURLY	TOTAL CALABY
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		HOURS	RATE	TOTAL SALARY
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
TOTAL SALARY (BASE CO					\$ -
OVERHEAD @ 111 % OF					\$ -
SUBTOTAL- SALARY + OVERHEAD					\$ -
FIXED FEE @ 10% OF BARE COST + OVERHEAD					\$ -
DIRECT EXPENSES IMTEN	MIZED				
Miscellaneous \$ -					
FACS \$ -					
Mileage/Travel \$ -					
Phones \$ -					
				\$ -	
TOTAL DIRECT EXPENSES \$					

TASK:	C8	FIRM:	G	arg Consult	ing Services
	TECHNICAL STAFF				
	TECHNICAL STAFF		FCT	LIGHBLY	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
TBD 1	Caternary & Electric Traction Power Lead			\$ 76.62	\$ -
TBD 2	FA Co-ordination		_	\$ 75.12	
100 2	TA CO-Ordination		-	7 73.12	7
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
	CURRORT CTAFF				
	SUPPORT STAFF		FCT	HOUBLY	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS				
	TOTAL ESTIMATED HOURS			]	
TOTAL SALARY (BASE CO	IST)				\$ -
OVERHEAD @ 111 % OF BARE COST					\$ -
SUBTOTAL- SALARY + OVERHEAD					\$ -
FIXED FEE @ 10% OF BARE COST + OVERHEAD					\$ -
DIRECT EXPENSES IMTEMIZED					
Miscellaneous \$					
FACS \$					
Mileage/Travel \$					
Phones \$					
Computers/Tablets \$				\$ -	
				\$ -	
TOTAL THIS TASK					\$ -

TASK:	C9	FIRM:	G	arg Consult	ting Services
	TECHNICAL STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
TBD 1	Caternary & Electric Traction Power Lead		-	\$ 76.62	
TBD 2	FA Co-ordination		-	\$ 75.12	\$ -
			-		
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
	SUPPORT STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
TOTAL CALADY /DACE CO	OCT)				ć
OTAL SALARY (BASE COST)					\$ - \$ -
OVERHEAD @ 111 % OF BARE COST					
SUBTOTAL- SALARY + OVERHEAD					\$ -
FIXED FEE @ 10% OF BARE COST + OVERHEAD DIRECT EXPENSES IMTEMIZED				\$ -	
	WIIZED			ć	
Miscellaneous \$ -					

FACS

Phones

Mileage/Travel

Computers/Tablets
TOTAL DIRECT EXPENSES

TOTAL THIS TASK

\$

\$

\$ \$

\$

TASK:	C10	FIRM:	G	arg Consult	ing Services
	TF	CHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OF		EST. HOURS	HOURLY RATE	TOTAL SALARY
				,	
TBD 1	Caternary & Electric Traction Pov	ver Lead	-	\$ 76.62	
TBD 2	FA Co-ordination		-	\$ 75.12	\$ -
			-		
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
				-	
	SI	JPPORT STAFF			
STAFF PERSON	PROJECT TITLE OF	R DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
				4	
TOTAL SALARY (BASE CO	ST)				\$ -
OVERHEAD @ 111 % OF BARE COST					\$ -
SUBTOTAL- SALARY + OVERHEAD					\$ -
FIXED FEE @ 10% OF BARE COST + OVERHEAD					\$ -
DIRECT EXPENSES IMTEMIZED				•	
Miscellaneous \$ -					
FACS \$ -					
Mileage/Travel \$ -					
				\$ -	
Computers/Tablets				\$ -	

\$

TOTAL DIRECT EXPENSES

TASK:	P1	FIRM:	Modjeski and Masters Inc.
_			

	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
Barrett, Dave	Movable Bridge Balancing Lead		\$ 64.84	\$ -
Eppehimer, Ralph	Movable Bridge - Resident Engineer	-	\$ 94.54	\$ -
Johns, Kevin	Movable Bridge Technical Expert	-	\$ 81.55	\$ -
Miller, Matthew	Movable Bridge Chief Inspector	-	\$ 47.18	\$ -
Not Used-8	Contract Compliance Lead	-	·	
Peters, Robert	Movable Bridge Electrical Systems Inspector	-	\$ 58.00	\$ -
Sample, Elizabeth	Movable Bridge Mechanical Inspector	-	\$ 49.88	\$ -
Vaskorilis, Jim	Movable Bridge Fabrication Inspector	-	\$ 45.41	\$ -
		-	<u> </u>	
		-		
	TOTAL ESTIMATED HOURS	-		
	SUPPORT STAFF			
CTASS DEDCOM	DDG IFCT TITLE OD DIGGIDLING	EST.	HOURLY	TOTAL 641 4 DV
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	HOURS	RATE	TOTAL SALARY
		-		
		-		
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	-		
ΓΟΤΑL SALARY (BASE CO	DST)			\$ -
OVERHEAD @ 163.27 %	•			\$ -
SUBTOTAL- SALARY + O				\$ -
FIXED FEE @ 10% OF BA				\$ -
DIRECT EXPENSES IMTE				*
Miscellaneous			\$ -	
ACS			\$ -	
Mileage/Travel			\$ -	
Phones			\$ -	
Computers/Tablets			\$ -	
			\$ -	

\$

TASK: P2 FIRM: Modjeski and Masters Inc	<b>:</b> .
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	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY
317(11 1 21(30))	TROSECT TITLE ON DISCH EINE	HOURS	RATE	101712 371271111
			4	_
Barrett, Dave	Movable Bridge Balancing Lead	-	\$ 64.84	\$ -
Eppehimer, Ralph	Movable Bridge - Resident Engineer	140.0	\$ 94.54	\$ 13,235.60
Johns, Kevin	Movable Bridge Technical Expert	192.0	\$ 81.55	\$ 15,657.60
Miller, Matthew	Movable Bridge Chief Inspector	-	\$ 47.18	\$ -
Not Used-8	Contract Compliance Lead	-		
Peters, Robert	Movable Bridge Electrical Systems Inspector	-	\$ 58.00	\$ -
Sample, Elizabeth	Movable Bridge Mechanical Inspector	-	\$ 49.88	\$ -
Vaskorilis, Jim	Movable Bridge Fabrication Inspector	-	\$ 45.41	\$ -
		-		
·		-		
	TOTAL ESTIMATED HOURS	332.0		

SUPPORT STAFF					
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	HOURS	RATE	TOTAL SALART	
		-			
		-			
		-			
		-			
		-			
		-			
		-			
	TOTAL ESTIMATED HOURS	-			

TOTAL SALARY (BASE COST)		\$ 28,893.20
OVERHEAD @ 163.27 % OF BARE COST		\$ 47,174.72
SUBTOTAL- SALARY + OVERHEAD		\$ 76,067.92
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 7,606.79
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK		\$ 83,674.71

TASK: C1 FIRM: Modjeski and Masters Inc	c.
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TECHNICAL STAFF					
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	HOURS	RATE	TOTAL SALARY	
Barrett, Dave	Movable Bridge Balancing Lead	-	\$ 64.84	\$ -	
Eppehimer, Ralph	Movable Bridge - Resident Engineer	-	\$ 94.54	\$ -	
Johns, Kevin	Movable Bridge Technical Expert	672.0	\$ 81.55	\$ 54,801.60	
Miller, Matthew	Movable Bridge Chief Inspector	-	\$ 47.18	\$ -	
Not Used-8	Contract Compliance Lead	-			
Peters, Robert	Movable Bridge Electrical Systems Inspector	-	\$ 58.00	\$ -	
Sample, Elizabeth	Movable Bridge Mechanical Inspector	-	\$ 49.88	\$ -	
Vaskorilis, Jim	Movable Bridge Fabrication Inspector	-	\$ 45.41	\$ -	
		-			
		-			
	TOTAL ESTIMATED HOURS	672.0			

SUPPORT STAFF					
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY	
		-			
		-			
		-			
		-			
		-			
		-			
		-			
	TOTAL ESTIMATED HOURS	-			

TOTAL SALARY (BASE COST)		\$ 54,801.60
OVERHEAD @ 163.27 % OF BARE COST		\$ 89,476.07
SUBTOTAL- SALARY + OVERHEAD		\$ 144,277.67
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 14,427.77
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK		\$ 158,705.43

TASK:	C2	FIRM:	Modjeski and Masters Inc.
17 1511.	CZ	1 11/141.	wioajeski ana wasters me.

	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
Barrett, Dave	Movable Bridge Balancing Lead	960.0	\$ 64.84	\$ 62,246.40
Eppehimer, Ralph	Movable Bridge - Resident Engineer	2,676.0	\$ 94.54	\$ 252,989.04
Johns, Kevin	Movable Bridge Technical Expert	-	\$ 81.55	\$ -
Miller, Matthew	Movable Bridge Chief Inspector	3,520.0	\$ 47.18	\$ 166,073.60
Not Used-8	Contract Compliance Lead	-		
Peters, Robert	Movable Bridge Electrical Systems Inspector	2,080.0	\$ 58.00	\$ 120,640.00
Sample, Elizabeth	Movable Bridge Mechanical Inspector	2,080.0	\$ 49.88	\$ 103,750.40
Vaskorilis, Jim	Movable Bridge Fabrication Inspector	1,472.0	\$ 45.41	\$ 66,843.52
		-		
		-		
	TOTAL ESTIMATED HOURS	12,788.0		· ·

	SUPPORT STAFF					
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY		
		-				
		-				
		-				
		-				
		-				
		-				
		-				
	TOTAL ESTIMATED HOURS	-				

TOTAL SALARY (BASE COST)		\$ 772,542.96
OVERHEAD @ 163.27 % OF BARE COST		\$ 1,261,351.96
SUBTOTAL- SALARY + OVERHEAD		\$ 2,033,894.92
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 203,389.49
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ 10,835.85	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ 10,835.85	
TOTAL THIS TASK		\$ 2,248,120.26

TASK: C3 FIRM: Modjeski and Masters Inc	; <b>.</b>
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	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
Barrett, Dave	Movable Bridge Balancing Lead	-	\$ 64.84	\$ -
Eppehimer, Ralph	Movable Bridge - Resident Engineer	176.0	\$ 94.54	\$ 16,639.04
Johns, Kevin	Movable Bridge Technical Expert	-	\$ 81.55	\$ -
Miller, Matthew	Movable Bridge Chief Inspector	-	\$ 47.18	\$ -
Not Used-8	Contract Compliance Lead	-		
Peters, Robert	Movable Bridge Electrical Systems Inspector	-	\$ 58.00	\$ -
Sample, Elizabeth	Movable Bridge Mechanical Inspector	-	\$ 49.88	\$ -
Vaskorilis, Jim	Movable Bridge Fabrication Inspector	-	\$ 45.41	\$ -
		-		
		-		
	TOTAL ESTIMATED HOURS	176.0		
_		-	-	
	SUPPORT STAFF			

SUPPORT STAFF					
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY	
	H	HOURS	RATE		
		-			
		-			
		-			
		-			
		-			
		-			
		-			
	TOTAL ESTIMATED HOURS	-			

TOTAL SALARY (BASE COST)		\$ 16,639.04
OVERHEAD @ 163.27 % OF BARE COST		\$ 27,167.01
SUBTOTAL- SALARY + OVERHEAD		\$ 43,806.05
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 4,380.61
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK		\$ 48,186.66

TASK: C4 FIRM: Modjeski and Maste	rs Inc.
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	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY
		HOURS	RATE	
Barrett, Dave	Movable Bridge Balancing Lead	-	\$ 64.84	\$ -
Eppehimer, Ralph	Movable Bridge - Resident Engineer	70.0	\$ 94.54	\$ 6,617.80
Johns, Kevin	Movable Bridge Technical Expert	-	\$ 81.55	\$ -
Miller, Matthew	Movable Bridge Chief Inspector	-	\$ 47.18	\$ -
Not Used-8	Contract Compliance Lead	-		
Peters, Robert	Movable Bridge Electrical Systems Inspector	-	\$ 58.00	\$ -
Sample, Elizabeth	Movable Bridge Mechanical Inspector	-	\$ 49.88	\$ -
Vaskorilis, Jim	Movable Bridge Fabrication Inspector	-	\$ 45.41	\$ -
		-		
		-		
	TOTAL ESTIMATED HOURS	70.0		

	SUPPORT STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY
STAFF PERSON	HOURS	HOURS	RATE	TOTAL SALART
		-		
		-		
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	-		

TOTAL SALARY (BASE COST)		\$ 6,617.80
OVERHEAD @ 163.27 % OF BARE COST		\$ 10,805.06
SUBTOTAL- SALARY + OVERHEAD		\$ 17,422.86
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 1,742.29
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK	-	\$ 19,165.15

TASK: C5 FIRM: Modjeski and Masters	nc.
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	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY
STATT LIGON	TROJECT TITLE ON DISCIT LINE	HOURS	RATE	TOTAL SALART
Barrett, Dave	Movable Bridge Balancing Lead	-	\$ 64.84	\$ -
Eppehimer, Ralph	Movable Bridge - Resident Engineer	176.0	\$ 94.54	\$ 16,639.04
Johns, Kevin	Movable Bridge Technical Expert	-	\$ 81.55	\$ -
Miller, Matthew	Movable Bridge Chief Inspector	-	\$ 47.18	\$ -
Not Used-8	Contract Compliance Lead	-		
Peters, Robert	Movable Bridge Electrical Systems Inspector	-	\$ 58.00	\$ -
Sample, Elizabeth	Movable Bridge Mechanical Inspector	-	\$ 49.88	\$ -
Vaskorilis, Jim	Movable Bridge Fabrication Inspector	-	\$ 45.41	\$ -
		-		
		-		
	TOTAL ESTIMATED HOURS	176.0		

	SUPPORT STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY
STAFF PERSON	HOURS	HOURS	RATE	TOTAL SALART
		-		
		-		
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	-		

TOTAL SALARY (BASE COST)		\$ 16,639.04
OVERHEAD @ 163.27 % OF BARE COST		\$ 27,167.01
SUBTOTAL- SALARY + OVERHEAD		\$ 43,806.05
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 4,380.61
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK	-	\$ 48,186.66

TASK: C6 FIRM: Modjeski and Mast	ers Inc.
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	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
		110013	NATE	
Barrett, Dave	Movable Bridge Balancing Lead	-	\$ 64.84	\$ -
Eppehimer, Ralph	Movable Bridge - Resident Engineer	70.0	\$ 94.54	\$ 6,617.80
Johns, Kevin	Movable Bridge Technical Expert	-	\$ 81.55	\$ -
Miller, Matthew	Movable Bridge Chief Inspector	-	\$ 47.18	\$ -
Not Used-8	Contract Compliance Lead	-		
Peters, Robert	Movable Bridge Electrical Systems Inspector	-	\$ 58.00	\$ -
Sample, Elizabeth	Movable Bridge Mechanical Inspector	-	\$ 49.88	\$ -
Vaskorilis, Jim	Movable Bridge Fabrication Inspector	-	\$ 45.41	\$ -
		-		
		-		
	TOTAL ESTIMATED HOURS	70.0		

	SUPPORT STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
		-		
		-		
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	-		

TOTAL SALARY (BASE COST)		\$ 6,617.80
OVERHEAD @ 163.27 % OF BARE COST		\$ 10,805.06
SUBTOTAL- SALARY + OVERHEAD		\$ 17,422.86
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 1,742.29
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK		\$ 19,165.15

TASK: C7 FIRM: Modjeski and Masters I	nc.
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	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
Barrett, Dave	Movable Bridge Balancing Lead	-	\$ 64.84	\$ -
Eppehimer, Ralph	Movable Bridge - Resident Engineer	-	\$ 94.54	\$ -
Johns, Kevin	Movable Bridge Technical Expert	-	\$ 81.55	\$ -
Miller, Matthew	Movable Bridge Chief Inspector	-	\$ 47.18	\$ -
Not Used-8	Contract Compliance Lead	-		
Peters, Robert	Movable Bridge Electrical Systems Inspector	-	\$ 58.00	\$ -
Sample, Elizabeth	Movable Bridge Mechanical Inspector	-	\$ 49.88	\$ -
Vaskorilis, Jim	Movable Bridge Fabrication Inspector	-	\$ 45.41	\$ -
		-		
	TOTAL ESTIMATED HOURS	-		
	TOTAL ESTIMATED HOOKS	-	]	
	SUPPORT STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY
STAIT PERSON	PROJECT TITLE OR DISCIPLINE	HOURS	RATE	TOTAL SALART
		-		
		-		
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS			
	TOTAL ESTIMATED HOURS	-	]	
TOTAL SALARY (BASE CO	ST)			\$ -
OVERHEAD @ 163.27 %				\$ -
SUBTOTAL- SALARY + OV	/ERHEAD			\$ -
FIXED FEE @ 10% OF BA	RE COST + OVERHEAD			\$ -
DIRECT EXPENSES IMTEN	/IIZED			
Miscellaneous			\$ -	
FACS			\$ -	
Mileage/Travel			\$ -	
Phones			\$ -	
Computers/Tablets			\$ -	
TOTAL DIRECT EXPENSES	<u>;</u>		\$ -	
TOTAL THIS TASK				\$ -

TASK: C8 FIRM: Modjeski and Masters	nc.
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	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY
		HOURS	RATE	
Barrett, Dave	Movable Bridge Balancing Lead	-	\$ 64.84	\$ -
Eppehimer, Ralph	Movable Bridge - Resident Engineer	70.0	\$ 94.54	\$ 6,617.80
Johns, Kevin	Movable Bridge Technical Expert	-	\$ 81.55	\$ -
Miller, Matthew	Movable Bridge Chief Inspector	-	\$ 47.18	\$ -
Not Used-8	Contract Compliance Lead	-		
Peters, Robert	Movable Bridge Electrical Systems Inspector	-	\$ 58.00	\$ -
Sample, Elizabeth	Movable Bridge Mechanical Inspector	-	\$ 49.88	\$ -
Vaskorilis, Jim	Movable Bridge Fabrication Inspector	-	\$ 45.41	\$ -
		-		
		-		
	TOTAL ESTIMATED HOURS	70.0		

	SUPPORT STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	HOURS	RATE	TOTAL SALART
		-		
		-		
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	-		

TOTAL SALARY (BASE COST)		\$ 6,617.80
OVERHEAD @ 163.27 % OF BARE COST		\$ 10,805.06
SUBTOTAL- SALARY + OVERHEAD		\$ 17,422.86
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 1,742.29
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK	-	\$ 19,165.15

	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
		7.00.10		
Barrett, Dave	Movable Bridge Balancing Lead	-	\$ 64.84	\$ -
Eppehimer, Ralph	Movable Bridge - Resident Engineer	142.0	\$ 94.54	\$ 13,424.68
Johns, Kevin	Movable Bridge Technical Expert	-	\$ 81.55	\$ -
Miller, Matthew	Movable Bridge Chief Inspector	-	\$ 47.18	\$ -
Not Used-8	Contract Compliance Lead	-		
Peters, Robert	Movable Bridge Electrical Systems Inspector	-	\$ 58.00	\$ -
Sample, Elizabeth	Movable Bridge Mechanical Inspector	-	\$ 49.88	\$ -
Vaskorilis, Jim	Movable Bridge Fabrication Inspector	-	\$ 45.41	\$ -
		-		
		-		
	TOTAL ESTIMATED HOURS	142.0		
			<u> </u>	
	SUPPORT STAFF			

SUPPORT STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
		-		
		-		
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	-		

TOTAL SALARY (BASE COST)		\$	13,424.68
OVERHEAD @ 163.27 % OF BARE COST		\$	21,918.84
SUBTOTAL- SALARY + OVERHEAD		\$	35,343.52
FIXED FEE @ 10% OF BARE COST + OVERHEAD			3,534.35
DIRECT EXPENSES IMTEMIZED			
Miscellaneous	\$ -		
FACS	\$ -		
Mileage/Travel	\$ -		
Phones	\$ -		
Computers/Tablets	\$ -		
TOTAL DIRECT EXPENSES	\$ -		
TOTAL THIS TASK		\$	38,877.87

TASK: C10 FIRM: Modjeski and Masters	nc.
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	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
Barrett, Dave	Movable Bridge Balancing Lead	-	\$ 64.84	\$ -
Eppehimer, Ralph	Movable Bridge - Resident Engineer	-	\$ 94.54	\$ -
Johns, Kevin	Movable Bridge Technical Expert	-	\$ 81.55	\$ -
Miller, Matthew	Movable Bridge Chief Inspector	-	\$ 47.18	\$ -
Not Used-8	Contract Compliance Lead	-		
Peters, Robert	Movable Bridge Electrical Systems Inspector	-	\$ 58.00	\$ -
Sample, Elizabeth	Movable Bridge Mechanical Inspector	-	\$ 49.88	\$ -
Vaskorilis, Jim	Movable Bridge Fabrication Inspector	-	\$ 45.41	\$ -
		-		
		-		
	TOTAL ESTIMATED HOURS	-	]	
	SUPPORT STAFF			
	SUPPORT STAFF	EST.	HOURLY	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	HOURS	RATE	TOTAL SALARY
		-		
		-		
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS			
	TOTAL ESTIMATED HOURS	-	1	
TOTAL SALARY (BASE CO	TOTAL SALARY (BASE COST)			\$ -
OVERHEAD @ 163.27 % OF BARE COST			\$ -	
SUBTOTAL- SALARY + OVERHEAD			\$ -	
FIXED FEE @ 10% OF BARE COST + OVERHEAD			\$ -	
DIRECT EXPENSES IMTER	MIZED			
Miscellaneous \$			\$ -	
			\$ -	
			\$ -	
			\$ -	
Computers/Tablets			\$ -	
TOTAL DIRECT EXPENSES			\$ -	
				4

\$

TASK:	P1	FIRM: _		Promate	ech, Inc
	TECHNICAL CTAFE				
	TECHNICAL STAFF			Lucusiy	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
TBD 3	Cost Estimating	<del>-  </del>	_	\$ 69.56	\$ -
Singer, James	Schedule Controls Lead		-	\$ 69.56	
	300000000000000000000000000000000000000		-	7 00.00	7
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
		•		•	
	SUPPORT STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-	J	
TOTAL SALARY (BASE COS	 ST)				\$ -
OVERHEAD @ 76.73 % OF BARE COST				\$ -	
SUBTOTAL- SALARY + OVERHEAD				\$ -	
FIXED FEE @ 10% OF BARE COST + OVERHEAD				\$ -	
DIRECT EXPENSES IMTEMIZED					
			\$ -		
FACS \$					
Mileage/Travel \$					
Phones \$					
			\$ -		
TOTAL THIS TASK				\$ -	

TASK:	P2	FIRM:		Promate	ech, Inc
	TECHNICAL STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST.	HOURLY	TOTAL SALARY
517 III 7 1 2 1 1 5 5 1 7			HOURS	RATE	
	Cost Estimating		-	\$ 69.56	
Singer, James	Schedule Controls Lead		-	\$ 69.56	\$ -
			-		
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
	SUPPORT STAFF		FCT		
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST.	HOURLY	TOTAL SALARY
			HOURS	RATE	
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ECTIMATED HOLIDS				
	TOTAL ESTIMATED HOURS		-		
TOTAL CALADY (DACE COC	T)				ć
TOTAL SALARY (BASE COS					\$ - \$ -
OVERHEAD @ 76.73 % OF					<b>A</b>
SUBTOTAL- SALARY + OVERHEAD FIXED FEE @ 10% OF BARE COST + OVERHEAD				<b>^</b>	
DIRECT EXPENSES IMTEM					\$ -
Miscellaneous	IZLU			Ċ	
FACS				\$ -	
				\$ -	
Mileage/Travel				\$ -	
Phones				\$ -	
Computers/Tablets				\$ -	
TOTAL THIS TASK				\$ -	<b>A</b>

TASK:	C1	FIRM:	Promatech, Inc
_			

TASK:	C1	FIRM	1:	Promate	ech, Inc
		TECHNICAL STAFF			
STAFF PERSON		OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
TBD 3	Cost Estimating		520.0	\$ 69.56	\$ 36,171.20
Singer, James	Schedule Controls Lead		-	\$ 69.56	·
586., 5465	Joneane Controls Lead		_	φ σσ.σσ	<u> </u>
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS	5	520.0		
		SUPPORT STAFF		T	T
STAFF PERSON	PROJECT TITLE	OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS	<u> </u>	-		
	101712 201111171125 110011			J	
TOTAL SALARY (BASE C	COST)				\$ 36,171.20
OVERHEAD @ 76.73 %	<del>-</del>				\$ 27,753.18
SUBTOTAL- SALARY + C					\$ 63,924.38
FIXED FEE @ 10% OF B	ARE COST + OVERHEAD				\$ 6,392.44
DIRECT EXPENSES IMT	EMIZED				
Miscellaneous				\$ -	
FACS				\$ -	
Mileage/Travel				\$ -	

Phones

Computers/Tablets TOTAL DIRECT EXPENSES

TOTAL THIS TASK

\$

\$

70,316.81

TASK:	C2	FIRM:	Promatech, Inc	

TAFF E	EST. HOURS	HOUR RAT		TOTAL 6	
	HOURS			TOTAL 6	
E	HOURS			TOTAL (	
		RAT		IOIALS	ALARY
	_		E		
	_	\$ 69	9.56	\$	
	-		9.56	\$	_
	-	,		,	
	-				
	-				
	-				
	-				
	-				
	-				
	-				
	-				
AFF					
E	EST. HOURS			TOTAL S	ALARY
	-				
	-				
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	-				
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				Ą	
		\$	_		
			-		
			5.00		
		\$	-		
		\$	-		
		\$ 3,306	5.00		
	TAFF E				

\$

3,306.00

TASK:	C3	FIRM:	Promatech, Inc
-		•	

TASK:	C3		FIRM:	: Promat		tech, Inc	
		TECHNICAL STAFF					
		TECHNICAL STAFF		ГСТ	HOURIN		
STAFF PERSON	PROJECT TIT	TLE OR DISCIPLINE		EST.	HOURLY	TO	TAL SALARY
				HOURS	RATE		
TBD 3	Cost Estimating			-	\$ 69.56	\$	-
Singer, James	Schedule Controls Lead			4,560.0	\$ 69.56	\$	317,193.60
				-			
				-			
				-			
				-			
				-			
				-			
				-			
				-			
	TOTAL ESTIMATED HOL	JRS		4,560.0			
		SUPPORT STAFF					
	220150771			EST.	HOURLY		
STAFF PERSON	PROJECT III	TLE OR DISCIPLINE		HOURS	RATE	10	TAL SALARY
				-			
				-			
				-			
				-			
				-			
				-			
				-			
		IDC.					
	TOTAL ESTIMATED HOL	JRS		-			
TOTAL SALARY (BASE C	COST)					\$	317,193.60
OVERHEAD @ 76.73 %						\$	243,374.00
SUBTOTAL- SALARY + 0	OVERHEAD					\$	560,567.60
FIXED FEE @ 10% OF B	ARE COST + OVERHEAD					\$	56,056.76
DIRECT EXPENSES IMT	EMIZED						
Miscellaneous					\$ -		
FACS					\$ -		
Mileage/Travel					\$ -		
Phones					\$ -		

Computers/Tablets TOTAL DIRECT EXPENSES

TOTAL THIS TASK

\$

616,624.36

TASK:	C4		FIRM:		Promate	ech, Inc
		TECHNICAL STAFF				
	T	TECHNICAL STAFF		FCT	Lucusuv	I
STAFF PERSON	PROJECT TI	TLE OR DISCIPLINE		EST.	HOURLY	TOTAL SALARY
				HOURS	RATE	
TBD 3	Cost Estimating				\$ 69.56	\$ -
Singer, James	Schedule Controls Lead			_	\$ 69.56	\$ -
5 65 7 55				-	7 00.00	7
				-		
				-		
				-		
				-		
				-		
				-		
				-		
	TOTAL ESTIMATED HO	JRS		-		
		SUPPORT STAFF				
				EST.	HOURLY	
STAFF PERSON	PROJECT TI	TLE OR DISCIPLINE		HOURS	RATE	TOTAL SALARY
				-		
				-		
				-		
				-		
				-		
				-		
				-		
	TOTAL ESTIMATED HO	JRS		-		
TOTAL SALARY (BASE CO	OCT)					\$ -
OVERHEAD @ 76.73 %						<b>.</b>
SUBTOTAL- SALARY + O						\$ -
FIXED FEE @ 10% OF BA						\$ -
DIRECT EXPENSES IMTE						- -
Miscellaneous					\$ -	
FACS					\$ -	
Mileage/Travel					\$ -	
Phones					\$ -	
Computers/Tablets					\$ -	
TOTAL DIRECT EXPENSE	S				\$ -	
TOTAL TILIC TACK						ć

TASK:	C5	FIRM	1:	Promate	ech, Inc
		TECHNICAL CTAFF			
		TECHNICAL STAFF	ГСТ	LUQUIRLY	
STAFF PERSON	PROJECT TITL	E OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY
			HOURS	RATE	
TBD 3	Cost Estimating		_	\$ 69.56	\$ -
Singer, James	Schedule Controls Lead		-	\$ 69.56	
Jiligel, Juliles	Scriedule Controls Lead		-	φ 05.50	- -
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOU	RS	-	]	
		SUPPORT STAFF		T	
STAFF PERSON	PROJECT TITL	E OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOUI	RS	-	]	
TOTAL SALARY (BASE CO					\$ -
OVERHEAD @ 76.73 % C	•				\$ -
SUBTOTAL- SALARY + OV					\$ -
FIXED FEE @ 10% OF BARE COST + OVERHEAD				\$ -	
DIRECT EXPENSES IMTEM					<b>Y</b>
Miscellaneous				\$ -	
FACS				\$ -	
Mileage/Travel				\$ -	
Phones				\$ -	
Computers/Tablets				\$ -	
TOTAL DIRECT EXPENSES	)			\$ -	
TOTAL THIS TASK					¢ -

TASK:	C6	FIRM:		Promate	ech, Inc
	TECHNICAL CTAFF	,			
	TECHNICAL STAFF	·	FCT	LIGHBLY	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
TBD 3	Cost Estimating			\$ 69.56	\$ -
Singer, James	Schedule Controls Lead		-	\$ 69.56	
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL SCTIMANTED HOLIDS		-		
	TOTAL ESTIMATED HOURS		-		
	SUPPORT STAFF				
	3011 011 31411		EST.	HOURLY	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		HOURS	RATE	TOTAL SALARY
				10112	
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-	J	
TOTAL SALARY (BASE CO	OST)				\$ -
OVERHEAD @ 76.73 % (	OF BARE COST				\$ -
SUBTOTAL- SALARY + OVERHEAD					\$ -
FIXED FEE @ 10% OF BARE COST + OVERHEAD					\$ -
DIRECT EXPENSES IMTER	MIZED				
Miscellaneous				\$ -	
FACS				\$ -	
Mileage/Travel				\$ -	
Phones				\$ -	
Computers/Tablets				\$ -	
TOTAL DIRECT EXPENSES	5			\$ -	
TOTAL THIS TASK					\$ -

TASK:	C7	FIRM:		Promate	ech, Inc
	TECHNICAL CTAE	·r			
	TECHNICAL STAF	·F	ГСТ	LIGHBLY	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
TBD 3	Cost Estimating		_	\$ 69.56	\$ -
Singer, James	Schedule Controls Lead		-	\$ 69.56	
<u> </u>			-	,	,
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
		_			
	SUPPORT STAFF	-		l	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS				
	TOTAL ESTIMATED HOURS		-	l	
TOTAL SALARY (BASE CO	ST)				\$ -
OVERHEAD @ 76.73 % (	OF BARE COST				\$ -
SUBTOTAL- SALARY + OV	/ERHEAD				\$ -
FIXED FEE @ 10% OF BARE COST + OVERHEAD					\$ -
DIRECT EXPENSES IMTEN	MIZED				
Miscellaneous				\$ -	
FACS				\$ -	
Mileage/Travel				\$ -	
Phones				\$ -	
Computers/Tablets				\$ -	
TOTAL DIRECT EXPENSES				\$ -	
TOTAL THIS TASK		· · · · · · · · · · · · · · · · · · ·			\$ -

TASK:	C8	FIRM:		Promate	ech, Inc
	TECHNICAL CTAE				
	TECHNICAL STAF	F		Lugueux	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
TBD 3	Cost Estimating			\$ 69.56	\$ -
Singer, James	Schedule Controls Lead		-	\$ 69.56	
			-		
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-	]	
	SUPPORT STAFF				T
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-	]	
TOTAL SALARY (BASE CO	ST)				\$ -
OVERHEAD @ 76.73 % (	OF BARE COST				\$ -
SUBTOTAL- SALARY + OV	/ERHEAD				\$ -
FIXED FEE @ 10% OF BARE COST + OVERHEAD					\$ -
DIRECT EXPENSES IMTEN	MIZED				
Miscellaneous				\$ -	
FACS				\$ -	
Mileage/Travel				\$ -	
Phones				\$ -	
Computers/Tablets				\$ -	
TOTAL DIRECT EXPENSES	5			\$ -	
TOTAL THIS TASK					\$ -

TASK:	C9	FIRM:	Promatech, Inc		
		TA 55			
	TECHNICAL S		·CT	11011011	
STAFF PERSON	PROJECT TITLE OR DISCIPLIN	JF I	ST.	HOURLY	TOTAL SALARY
		HC	OURS	RATE	
TBD 3	Cost Estimating		-	\$ 69.56	\$ -
Singer, James	Schedule Controls Lead		_	\$ 69.56	
Singer, Junies	Schedule Controls Lead		-	7 05.50	7
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
	SUPPORT ST	ī		I	
STAFF PERSON	PROJECT TITLE OR DISCIPLIN	JF I	ST. DURS	HOURLY RATE	TOTAL SALARY
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
TOTAL CALABY (BASE CO.	CT)				<b>A</b>
TOTAL SALARY (BASE COS	<del>-</del>				\$ -
OVERHEAD @ 76.73 % C					\$ - \$ -
SUBTOTAL- SALARY + OVERHEAD  FIXED FEE @ 10% OF BARE COST + OVERHEAD					<u> </u>
DIRECT EXPENSES IMTEM					\$ -
Miscellaneous					
FACS					
Mileage/Travel					
Phones					
Computers/Tablets				\$ - \$ -	
TOTAL DIRECT EXPENSES				\$ -	
TOTAL THIS TASK					¢ -

TASK:	C10	FIRM		ech, Inc	
		TECHNICAL CTAFF			
		TECHNICAL STAFF	Гст	HOURLY	
STAFF PERSON	PROJECT TITLE	OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
TBD 3	Cost Estimating		-	\$ 69.56	\$ -
Singer, James	Schedule Controls Lead		-	\$ 69.56	\$ -
			-		
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
		SUPPORT STAFF			
STAFF PERSON	PROJECT TITLE	OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
TOTAL SALARY (BASE CO	ST)				\$ -
OVERHEAD @ 76.73 % C					\$ -
SUBTOTAL- SALARY + OV					\$ -
FIXED FEE @ 10% OF BAI					\$ -
DIRECT EXPENSES IMTEN					<del>Y</del>
				\$ -	
			_		
				\$ -	
Phones \$ -					
Computers/Tablets				\$ -	
TOTAL DIRECT EXPENSES				\$ -	
TOTAL THIS TASK					¢ -

TASK:	P1	FIRM:	Stellar Services Inc		
	TECHNICAL STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST.	HOURLY	TOTAL SALARY
			HOURS	RATE	
				4	
Sharon, Smith	Document Contol Specialist		-	\$ 50.32	\$ -
			-		
			-		
			<u>-</u>		
			_		
			_		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
		·		•	
	SUPPORT STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST.	HOURLY	TOTAL SALARY
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		HOURS	RATE	TOTAL SALARY
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL SCTIMATED HOURS				
	TOTAL ESTIMATED HOURS		-		
TOTAL SALARY (BASE CO	CT)				\$ -
					<b>*</b>
OVERHEAD @ 159.45 % OF BARE COST				\$ -	
SUBTOTAL- SALARY + OVERHEAD FIXED FEE @ 10% OF BARE COST + OVERHEAD				\$ -	
DIRECT EXPENSES IMTEMIZED				<u>,                                     </u>	
Miscellaneous			\$ -		
FACS			\$ -		
Mileage/Travel			\$ -		
Phones				\$ -	
Computers/Tablets					
TOTAL DIRECT EXPENSES				\$ - <b>\$ -</b>	
TOTAL THIS TASK					ć

TASK:	P2	FIRM:	FIRM: St		rvices Inc
	TECHNICAL STAF	·F			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	ES	ST. URS	HOURLY RATE	TOTAL SALARY
Sharon, Smith	Document Contol Specialist	4	80.0	\$ 50.32	\$ 24,153.60
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS	4	80.0	]	
	SUPPORT STAFI	=			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	ES	ST. URS	HOURLY RATE	TOTAL SALARY
			-		
			-		
			_		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		<u> </u>

TOTAL SALARY (BASE COST)		\$ 24,153.60
OVERHEAD @ 159.45 % OF BARE COST	\$ 38,514.01	
SUBTOTAL- SALARY + OVERHEAD	\$ 62,667.61	
FIXED FEE @ 10% OF BARE COST + OVERHEAD	\$ 6,266.76	
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK		\$ 68,934.37

<u> </u>				
	TECHNICAL STAF	F		
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
Sharon, Smith	Document Contol Specialist	12,480.0	\$ 50.32	\$ 627,993.
		-		
		-		
		-		
		-		
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	12,480.0		
	SUPPORT STAF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY

SUPPORT STAFF						
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY		
		-				
		-				
		-				
		-				
		-				
		-				
		-				
TOTAL ESTIMATED HOURS -						

TOTAL SALARY (BASE COST)		\$ 627,993.60	
OVERHEAD @ 159.45 % OF BARE COST	\$ 1,001,364.34		
SUBTOTAL- SALARY + OVERHEAD	\$ 1,629,357.94		
FIXED FEE @ 10% OF BARE COST + OVERHEAD	\$ 162,935.79		
DIRECT EXPENSES IMTEMIZED			
Miscellaneous	\$	-	
FACS	\$	-	
Mileage/Travel	\$	-	
Phones	\$	-	
Computers/Tablets	\$	-	
TOTAL DIRECT EXPENSES	\$	-	
TOTAL THIS TASK			\$ 1,792,293.73

TASK:	C2	FIRM	:	Stellar Services Inc			
		TECHNICAL STAFF					
		TECHNICAL STAIT	EST.	HOURLY			
STAFF PERSON	PROJECT TITLE	OR DISCIPLINE	HOURS	RATE	TOTAL S	ALARY	
			1100113	IVATE			
Sharon, Smith	Document Contol Specialist		<del> </del>	\$ 50.32	\$	_	
Sharon, Shinen	Document Contor Specialist		_	ÿ 30.32	<u> </u>		
			_				
			-				
			-				
			_				
			-				
			-				
			-				
			-				
	TOTAL ESTIMATED HOURS	5	-				
				_			
		SUPPORT STAFF					
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	OR DISCIPLINE	EST.	HOURLY	TOTAL S	ΔΙΔΒΥ	
STAIT PERSON	TROJECT TITLE	ON DISCH LINE	HOURS	RATE	TOTALS	ALAIN I	
			-				
			-				
			-				
			-				
			-				
			-				
			-				
	TOTAL ESTIMATED HOUR	5	-				
	<b></b> \				_		
TOTAL SALARY (BASE CO					\$	-	
OVERHEAD @ 159.45 %					\$	-	
SUBTOTAL- SALARY + OVERHEAD					\$	-	
FIXED FEE @ 10% OF BARE COST + OVERHEAD					\$	-	
DIRECT EXPENSES IMTEN	/IIZEU			ć			
Miscellaneous			\$ -				
FACS \$			_				
				\$ 9,396.00			
Phones \$ -							
Computers/Tablets				\$ -			
TOTAL THIS TASK				\$ 9,396.00	Ċ (	396 00	
						IIII	

TASK: C3		FIRM:		Stellar Sei	rvices Inc
	TECHNICAL STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
Sharon, Smith	Document Contol Specialist			\$ 50.32	\$ -
			-	,	,
			-		
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
	SUPPORT STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
TOTAL SALARY (BASE CO	ST)				\$ -
OVERHEAD @ 159.45 %					\$ -
SUBTOTAL- SALARY + OV	ERHEAD				\$ -
FIXED FEE @ 10% OF BARE COST + OVERHEAD					\$ -
DIRECT EXPENSES IMTEN	/IIZED				
Miscellaneous				\$ -	
FACS \$					
Mileage/Travel \$					
Phones				\$ -	
Computers/Tablets				\$ -	
TOTAL DIRECT EXPENSES					

\$

TASK:	C4	FIRM:		Stellar Se	rvices Inc
	TECHNICAL STAFF			1	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
Sharon, Smith	Document Contol Specialist		-	\$ 50.32	\$ -
			-		
			<u>-</u>		
	_		<u> </u>		
			_		
			-		
			-		
TOTAL ESTIMATED HOURS -					
				•	
	SUPPORT STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS				
	TOTAL ESTIMATED HOURS		-	J	
TOTAL SALARY (BASE CO:	ST)				\$ -
OVERHEAD @ 159.45 %					\$ -
SUBTOTAL- SALARY + OV	ERHEAD				\$ -
FIXED FEE @ 10% OF BARE COST + OVERHEAD					\$ -
DIRECT EXPENSES IMTEMIZED					
Miscellaneous					
FACS				\$ -	
Mileage/Travel				\$ -	
Phones				\$ -	
Computers/Tablets					
TOTAL DIRECT EXPENSES	•			\$ -	
TOTAL THIS TASK					\$ -

TASK:	C5	F	FIRM:	Stellar Se	rvices Inc
		TECHNICAL CTAFE			
	1	TECHNICAL STAFF	ГСТ	LUQUINIV	<u> </u>
STAFF PERSON	PROJECT TIT	LE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
Sharon, Smith	Document Contol Specialist		-	\$ 50.32	\$ -
,			-	<u> </u>	
			-		
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOU	RS	-		
				<del></del>	
		SUPPORT STAFF			
STAFF PERSON	PROJECT TIT	LE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY
			HOURS	RATE	
			-		
			-		
			-		
			-		
			-		
			-		
			<del>-   -</del>		
	TOTAL ESTIMATED HOU	DC	-		
	TOTAL ESTIMATED TIOU	113			
TOTAL SALARY (BASE CC	)ST)				\$ -
OVERHEAD @ 159.45 %					\$ -
SUBTOTAL- SALARY + O\					\$ -
FIXED FEE @ 10% OF BA					\$ -
DIRECT EXPENSES IMTER					<del>*</del>
Miscellaneous				\$ -	
FACS				\$ -	
Mileage/Travel				\$ -	
Phones				\$ -	
Computers/Tablets				\$ -	
TOTAL DIRECT EXPENSES	S			\$ -	
TOTAL THIS TASK				4	¢ .

TASK:	C6	FIRM:		Stellar Ser	rvices Inc
		-			
	TECHNICAL STAF	l-	FCT		
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST.	HOURLY	TOTAL SALARY
			HOURS	RATE	
Cl C ':-I				A 50.00	<b>A</b>
Sharon, Smith	Document Contol Specialist		-	\$ 50.32	\$ -
			-		
			_		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
				· 	
	SUPPORT STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST.	HOURLY	TOTAL SALARY
317.11.1.2.133.1	11103201 11122 011 010011 21112		HOURS	RATE	101/120/12/11
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-	İ	
TOTAL SALARY (BASE COS					<b>6</b>
OVERHEAD @ 159.45 %	•				\$ - \$ -
SUBTOTAL- SALARY + OV					A
FIXED FEE @ 10% OF BAR					<b>A</b>
DIRECT EXPENSES IMTEM					\$ -
Miscellaneous	·· <del></del>			\$ -	
FACS				\$ -	
Mileage/Travel				\$ -	
Phones				\$ -	
Computers/Tablets				\$ -	
TOTAL DIRECT EXPENSES				\$ -	
TOTAL THIS TASK				<u> </u>	Ċ -

TASK:	C7	FIRM:		Stellar Sei	rvices Inc
	TECHNICAL STAFF	1			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
Sharon, Smith	Document Contol Specialist			\$ 50.32	\$ -
			-		
			-		
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
	SUPPORT STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST.	HOURLY	TOTAL SALARY
			HOURS	RATE	
			-		
			-		
	+		<u>-</u>		
			_		
			-		
	TOTAL ESTIMATED HOURS		-		
		,			
TOTAL SALARY (BASE CO	ST)				\$ -
OVERHEAD @ 159.45 %	OF BARE COST				\$ -
SUBTOTAL- SALARY + OV					\$ -
FIXED FEE @ 10% OF BA					\$ -
DIRECT EXPENSES IMTER	MIZED				
Miscellaneous				\$ -	
FACS				\$ -	
Mileage/Travel				\$ -	
Phones				\$ -	
Computers/Tablets				\$ -	
TOTAL DIRECT EXPENSES	<u></u>			\$ -	

TASK:	C8		FIRM:		Stellar Sei	rvices Inc
Г		TECHNICAL CTAFE				
		TECHNICAL STAFF	1			
STAFF PERSON	PROJECT TIT	LE OR DISCIPLINE		EST.	HOURLY	TOTAL SALARY
				HOURS	RATE	
Sharon, Smith	Document Contol Specialist				\$ 50.32	\$ -
Sharon, Shintin	Document Contor Specialist			_	ÿ 30.32	7
				_		
				_		
				-		
				-		
				-		
				-		
				-		
				-		
	TOTAL ESTIMATED HOL	IRS		-		
	1	SUPPORT STAFF	ı			
STAFF PERSON	PROJECT TIT	LE OR DISCIPLINE		EST.	HOURLY	TOTAL SALARY
				HOURS	RATE	
				-		
				<u> </u>		
				_		
				_		
	TOTAL ESTIMATED HOU	IRS		-		
TOTAL SALARY (BASE CO						\$ -
OVERHEAD @ 159.45 %						\$ -
SUBTOTAL- SALARY + O\						\$ -
FIXED FEE @ 10% OF BA						\$ -
DIRECT EXPENSES IMTER	VIIZED				<b>A</b>	
Miscellaneous					\$ -	
FACS					\$ -	
Mileage/Travel					\$ -	
Phones					\$ -	
Computers/Tablets TOTAL DIRECT EXPENSES	c				\$ - <b>\$</b> -	
TOTAL THIS TASK	J				<b>ў</b> -	ć

TASK:	C9		FIRM:		Stellar Ser	rvices Inc
	,	TECHNICAL STAFF				
STAFF PERSON	PROJECT.	TITLE OR DISCIPLINE		EST.	HOURLY	TOTAL SALARY
3171111213311	1 Noscer	THEE ON DISCH EINE		HOURS	RATE	101712 971271111
Sharon, Smith	Document Contol Specia	list		-	\$ 50.32	\$ -
				-		
				-		
				-		
				-		
				-		
				-		
				-		
				-		
				-		
	TOTAL ESTIMATED H	OURS		-		
		SUPPORT STAFF	1			
STAFF PERSON	PROJECT	TITLE OR DISCIPLINE		EST.	HOURLY	TOTAL SALARY
				HOURS	RATE	
				-		
				-		
				_		
				-		
				_		
				_		
	TOTAL ESTIMATED H	OURS		_		
	101712 20111177 (12511					
TOTAL SALARY (BASE COS	 ST)					\$ -
OVERHEAD @ 159.45 %						\$ -
SUBTOTAL- SALARY + OV						\$ -
FIXED FEE @ 10% OF BAF						\$ -
DIRECT EXPENSES IMTEM						T
Miscellaneous					\$ -	
FACS					\$ -	
Mileage/Travel					\$ -	
Phones					\$ -	
Computers/Tablets					\$ -	
TOTAL DIRECT EXPENSES					\$ -	
TOTAL THIS TASK					7	\$ -
						7

TASK:	C10	FIRM:		Stellar Ser	rvices Inc
	TECHNICAL	STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLI	NE	EST.	HOURLY	TOTAL SALARY
			HOURS	RATE	
				4	
Sharon, Smith	Document Contol Specialist		-	\$ 50.32	\$ -
	<del> </del>		-		
			-		
	<del> </del>		<u>-</u>		
			_		
			_		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
		•		ŀ	
	SUPPORT S	TAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLI	NE	EST.	HOURLY	TOTAL SALARY
STAFF PERSON	PROJECT TITLE OR DISCIPLI	INC	HOURS	RATE	TOTAL SALART
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL SCENALES HOURS				
	TOTAL ESTIMATED HOURS		-		
TOTAL SALARY (BASE CO	CT				\$ -
OVERHEAD @ 159.45 %					<b>A</b>
SUBTOTAL- SALARY + OV					\$ -
FIXED FEE @ 10% OF BAF					\$ -
DIRECT EXPENSES IMTEM					· ·
Miscellaneous				\$ -	
FACS				\$ -	
Mileage/Travel				\$ -	
Phones				\$ -	
Computers/Tablets				\$ -	
TOTAL DIRECT EXPENSES				\$ -	
TOTAL THIS TASK					ć

TASK:	P1	FIRM:	TY	Lin Interna	tional Group
	TECHNICAL STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
Al: 84 I				4 75 24	
Ali, Muhammad	Temporary Trestles - Inspector		-	\$ 75.24	
Gadara, Bharat	Superstructure Inspector		-	\$ 56.31	
Salfelder, Brian	Superstructure Inspector		-	\$ 75.24	\$ -
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-	]	
	SUPPORT STAFF				
	SUPPORT STAFF	I	EST.	HOURLY	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE			RATE	TOTAL SALARY
			HOURS	KAIE	
			-		
			-		
			_		
			_		
	TOTAL ESTIMATED HOURS		-		
				•	
TOTAL SALARY (BASE CO	ST)				\$ -
OVERHEAD @ 121.09 %	OF BARE COST				\$ -
SUBTOTAL- SALARY + OV	'ERHEAD				\$ -
FIXED FEE @ 10% OF BAR	RE COST + OVERHEAD				\$ -
DIRECT EXPENSES IMTEN	/IIZED				
Miscellaneous				\$ -	
FACS				\$ -	
Mileage/Travel				\$ -	
Phones				\$ -	
Computers/Tablets				\$ -	
TOTAL DIRECT EXPENSES				\$ -	

TASK:	P2	FIRM:	TY	Lin Interna	tional Group
	TECHNICAL STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
				A 75.04	<u> </u>
Ali, Muhammad	Temporary Trestles - Inspector		-	\$ 75.24	
Gadara, Bharat	Superstructure Inspector		-	\$ 56.31	
Salfelder, Brian	Superstructure Inspector		-	\$ 75.24	\$ -
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS	ļ	-		
	SUPPORT STAFF			l	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
TOTAL SALARY (BASE CC	OST)				\$ -
OVERHEAD @ 121.09 %					\$ -
SUBTOTAL- SALARY + O\					\$ -
FIXED FEE @ 10% OF BA					\$ -
DIRECT EXPENSES IMTER					
Miscellaneous				\$ -	
FACS				\$ -	
Mileage/Travel				\$ -	
Phones				\$ -	
Computers/Tablets				\$ -	

\$

TOTAL DIRECT EXPENSES

TASK:	C1	FIRM:_	TY Lin International Group
•		_	

	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY
STAIT LISON	TROSECT TITLE ON DISCH LINE	HOURS	RATE	TOTAL SALART
Ali, Muhammad	Temporary Trestles - Inspector	-	\$ 75.24	\$ -
Gadara, Bharat	Superstructure Inspector	-	\$ 56.31	\$ -
Salfelder, Brian	Superstructure Inspector	-	\$ 75.24	\$ -
		-		
		-		
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	-		!
			J	
	SUPPORT STAFF			
		EST.	HOURLY	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	HOURS	RATE	TOTAL SALARY
		-		
		-		
		-		
		_		
		-		
		_		
		_		
	TOTAL ESTIMATED HOURS	_		
			J	
TOTAL SALARY (BASE CO	ST)			\$ -
OVERHEAD @ 121.09 %				\$ -
SUBTOTAL- SALARY + OV				\$ -
FIXED FEE @ 10% OF BAF				\$ -
DIRECT EXPENSES IMTEM				Υ
Miscellaneous	·		\$ -	
FACS			\$ -	
Mileage/Travel			\$ -	
Phones			\$ -	
Computers/Tablets			\$ - <b>\$</b> -	
TOTAL THIS TASK			\$ -	ć

TASK:	C2	FIRM:	TY Lin International Group				Group
	TECHNICAL	STAFF					
STAFF PERSON	PROJECT TITLE OR DISCIPLIN	E	EST. HOURS		OURLY RATE	TC	TAL SALARY
Ali, Muhammad	Temporary Trestles - Inspector		800.0	\$	75.24	\$	60,192.00
Gadara, Bharat	Superstructure Inspector		1,760.0		56.31		99,105.60
Salfelder, Brian	Superstructure Inspector		1,760.0		75.24	_	132,422.40
			-				
			-				
			-				
			-				
			-				
			-				
			-				
	TOTAL ESTIMATED HOURS		4,320.0				
	SUPPORT S	TAFF					
STAFF PERSON	PROJECT TITLE OR DISCIPLIN	E	EST. HOURS		OURLY RATE	TC	TAL SALARY
			_				
			_				
			-				
			-				
			-				
			-				
			-				
	TOTAL ESTIMATED HOURS		-				
OTAL SALARY (BASE O	OST)					\$	291,720.00
)VERHEAD @ 121.09						\$	353,246.40

TOTAL SALARY (BASE COST)		\$ 291,720.00
OVERHEAD @ 121.09 % OF BARE COST		\$ 353,246.40
SUBTOTAL- SALARY + OVERHEAD		\$ 644,966.40
FIXED FEE @ 10% OF BARE COST + OVERHEAD		\$ 64,496.64
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ 29,232.00	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$29,232.00	
TOTAL THIS TASK		\$ 738,695.04

TASK:	C3	FIRM:	TY	Lin Interna	tional Group
	TECHNICAL STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
Ali, Muhammad	Temporary Trestles - Inspector		-	\$ 75.24	
Gadara, Bharat	Superstructure Inspector		-	\$ 56.31	
Salfelder, Brian	Superstructure Inspector		-	\$ 75.24	\$ -
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
	SUPPORT STAFF	-			T
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
TOTAL SALARY (BASE CO					\$ -
OVERHEAD @ 121.09 %					\$ -
SUBTOTAL- SALARY + O\					\$ -
FIXED FEE @ 10% OF BA					\$ -
DIRECT EXPENSES IMTER	MIZED				
Miscellaneous				\$ -	
FACS				\$ -	
Mileage/Travel				\$ -	
Phones			\$ -		

Computers/Tablets
TOTAL DIRECT EXPENSES

TOTAL THIS TASK

\$

\$

TASK:	C4	FIRM:	TY	Lin Interna	tional Group
	TECHNICAL STA	FF			
	TECHNICAL STA		EST.	HOURLY	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		HOURS	RATE	TOTAL SALARY
			1100113	IVATE	
Ali, Muhammad	Temporary Trestles - Inspector		-	\$ 75.24	\$ -
Gadara, Bharat	Superstructure Inspector		-	\$ 56.31	\$ -
Salfelder, Brian	Superstructure Inspector		-	\$ 75.24	\$ -
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
				<del>-</del>	
	SUPPORT STAF	F			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST.	HOURLY	TOTAL SALARY
STAITTERSON	T NOTEST TITLE ON DISCH LINE		HOURS	RATE	TOTAL SALART
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-	]	
TOTAL SALARY (BASE CO	OST)				\$ -
OVERHEAD @ 121.09 9					\$ -
SUBTOTAL- SALARY + O					\$ -
FIXED FEE @ 10% OF BA					\$ -
DIRECT EXPENSES IMTE					
Miscellaneous				\$ -	
FACS				\$ -	
Mileage/Travel				\$ -	
Phones				\$ -	
Computers/Tablets				\$ -	

\$

TOTAL DIRECT EXPENSES

TASK:	C5	FIRM:	TY	Lin Interna	tional Group
	TECHNICAL STAFF				T
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
Ali, Muhammad	Temporary Trestles - Inspector		-	\$ 75.24	\$ -
Gadara, Bharat	Superstructure Inspector		-	\$ 56.31	\$ -
Salfelder, Brian	Superstructure Inspector		-	\$ 75.24	
,			-		·
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-	]	
	SUPPORT STAFF			•	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
			1100113	10112	
			_		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
TOTAL SALARY (BASE CO	ST)				\$ -
OVERHEAD @ 121.09 %	OF BARE COST				\$ -
SUBTOTAL- SALARY + OV	ERHEAD				\$ -
FIXED FEE @ 10% OF BAF					\$ -
DIRECT EXPENSES IMTEM	/IIZED				
Miscellaneous		\$ -			
FACS		\$ -			
Mileage/Travel			\$ -		
Phones				\$ -	
Computers/Tablets				\$ -	
TOTAL DIRECT EXPENSES				\$ -	
TOTAL THIS TASK				=	\$ -

TASK:	C6	FIRM:_	TY	Lin Interna	tional Group
	TECHNICAL STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
				4	1
Ali, Muhammad	Temporary Trestles - Inspector		-	\$ 75.24	
Gadara, Bharat	Superstructure Inspector		-	\$ 56.31	
Salfelder, Brian	Superstructure Inspector		-	\$ 75.24	\$ -
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
	SUPPORT STAFF	ī		•	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
			-		
			-		
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
				•	
TOTAL SALARY (BASE COS	ST)				\$ -
OVERHEAD @ 121.09 %	OF BARE COST				\$ -
SUBTOTAL- SALARY + OV	ERHEAD				\$ -
FIXED FEE @ 10% OF BAF	RE COST + OVERHEAD				\$ -
DIRECT EXPENSES IMTEM	IIZED				
Miscellaneous				\$ -	
FACS			\$ -		

\$

\$ \$

\$

Mileage/Travel

Computers/Tablets
TOTAL DIRECT EXPENSES

TOTAL THIS TASK

Phones

TASK:	С7	_	FIRM:	TY Lin International Group		
		-				
		TECHNICAL STAFF				

TASK:	C7	FIRM:	TY	Lin Interna	tional Group
	TECHNICAL STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY
Ali, Muhammad	Temporary Trestles - Inspector		-	\$ 75.24	\$ -
Gadara, Bharat	Superstructure Inspector		-	\$ 56.31	\$ -
Salfelder, Brian	Superstructure Inspector		-	\$ 75.24	\$ -
			-		
			-		
			-		
			-		
			-		
	TOTAL ESTIMATED HOURS		-		
				1	
	SUPPORT STAFF				
STAFF PERSON	PROJECT TITLE OR DISCIPLINE		EST. HOURS	HOURLY RATE	TOTAL SALARY

	SUPPORT STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
		-		
		-		
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	-		

TOTAL SALARY (BASE COST)		\$ -
OVERHEAD @ 121.09 % OF BARE COST		\$
SUBTOTAL- SALARY + OVERHEAD		\$ -
FIXED FEE @ 10% OF BARE COST + OVERHEAD	\$ -	
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK	-	\$ -

TASK:	C8	_	FIRM:	TY	Lin Interna	tional Group	)
		TECHNICAL STAFF					
							7

	TECHNICAL STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	HOURS	RATE	TOTAL SALARY
Ali, Muhammad	Temporary Trestles - Inspector	-	\$ 75.24	\$ -
Gadara, Bharat	Superstructure Inspector	-	\$ 56.31	\$ -
Salfelder, Brian	Superstructure Inspector	-	\$ 75.24	\$ -
		-		
		-		
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	-		

	SUPPORT STAFF			
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST. HOURS	HOURLY RATE	TOTAL SALARY
		-		
		-		
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	-		

TOTAL SALARY (BASE COST)		\$ •
OVERHEAD @ 121.09 % OF BARE COST		\$
SUBTOTAL- SALARY + OVERHEAD		\$ -
FIXED FEE @ 10% OF BARE COST + OVERHEAD	\$ -	
DIRECT EXPENSES IMTEMIZED		
Miscellaneous	\$ -	
FACS	\$ -	
Mileage/Travel	\$ -	
Phones	\$ -	
Computers/Tablets	\$ -	
TOTAL DIRECT EXPENSES	\$ -	
TOTAL THIS TASK	-	\$ -

TASK:	C9	FIRM:	TY Lin International Group
_			
		TECHNICAL CTAFE	

17131t.			Liii iiiteiiite	itional Group
	TECHNICAL STAFF			
	T ECHINICAL STAFF		110115111	ı
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY
		HOURS	RATE	
Ali, Muhammad	Temporary Trestles - Inspector	_	\$ 75.24	\$ -
Gadara, Bharat	Superstructure Inspector	-	\$ 56.31	
Salfelder, Brian	Superstructure Inspector		\$ 75.24	
Sanciaci, Brian	Superstructure inspector	-	7 73.24	7
		_		
		_		
		_		
		_		
		_		
		-		
	TOTAL ESTIMATED HOURS	-		
		<u>,                                      </u>	<u>-</u> J	
	SUPPORT STAFF			
CTAFE DEDCOM	DDOJECT TITLE OD DICCIDIANE	EST.	HOURLY	TOTAL CALABY
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	HOURS	RATE	TOTAL SALARY
		-		
		-		
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	-		•
			<b>=</b> •	
TOTAL SALARY (BASE C	OST)			\$ -
OVERHEAD @ 121.09	% OF BARE COST			\$ -
SUBTOTAL- SALARY + C	OVERHEAD			\$ -
IXED FEE @ 10% OF B	\$ -			
DIRECT EXPENSES IMTI	EMIZED			
Miscellaneous				
ACS				
Mileage/Travel				
Phones			\$ - \$ -	
Computers/Tablets			\$ -	
TOTAL BURGET SYRENG			1 4	

\$

TOTAL DIRECT EXPENSES

TASK:	C10	FIRM:	TY Lin International Group

1A3K	CIO	NIVI.	LIII IIILEIII	itional Group
	TECHNICAL STAFF			
	TECHNICAL STATE	EST.	HOURLY	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE			TOTAL SALARY
		HOURS	RATE	
Ali, Muhammad	Temporary Trestles - Inspector	-	\$ 75.24	\$ -
Gadara, Bharat	Superstructure Inspector	-	\$ 56.31	
Salfelder, Brian	Superstructure Inspector	-	\$ 75.24	
		-		
		-		
		-		
		-		
		-		
		-		
		-		
	TOTAL ESTIMATED HOURS	-		
	SUPPORT STAFF	T	T	1
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	EST.	HOURLY	TOTAL SALARY
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	TOTAL ESTIMATED HOLIDS			
	TOTAL ESTIMATED HOURS	-	J	
TOTAL SALARY (BASE (	^OST)			\$ -
OVERHEAD @ 121.09	-			\$ -
SUBTOTAL- SALARY + (				\$ -
FIXED FEE @ 10% OF B		\$ -		
DIRECT EXPENSES IMT				,
Miscellaneous			\$ -	
FACS	\$ -			
Mileage/Travel	\$ -			
Phones			\$ -	
Computers/Tablets			\$ -	
TOTAL DIRECT EXPENS	ES		\$ -	
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	FIRM:	Λ																	
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	НОГ	JRLY RATE	P1 Hrs	P2 Hrs	C1 Hrs	C2 Hrs	C3 Hrs	C4 Hrs	C5 Hrs	C6 Hrs	C7 Hrs	C8 Hrs	C9 Hrs	C10 Hrs	Total Hrs	TOTAL SALARY	Indirect Labor Cost (Overhead)	Total Labor Cost
Barnhart, Natalie	Fixed Bridge/Civil/Utilties - Resident Engineer	\$	95.98	-	320.0	-	6,058.0	384.0	160.0	384.0	160.0	-	192.0	320.0	-	7,978.0	\$ 765,728.44	\$ 854,557.06	\$ 1,620,285.50
Baycora, Alim	Project Director	\$	143.18	160.0	200.0	950.0	950.0	1	-	1	138.0	70.0	70.0	138.0	104.0	2,780.0	\$ 398,040.40	\$ 453,574.19	\$ 851,614.59
Cotone, Tony	Fixed Bridge, Civil, Utilities - Chief Inspector	\$	70.03	-	-	ı	9,440.0	ı	1	1	1	-	-	1	1	9,440.0	\$ 661,083.20	\$ 730,797.43	\$ 1,391,880.63
Not Used-1	Geotechnical Support Services			-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
Not Used-2	Rail - Resident Engineer			-	-	1	-	ı	-	1	1	-	-	1	-	1	\$ -	\$ -	\$ -
Not Used-3	Environmental Permitting			-	-	1	-	1	-	1	1	-	-	1	1	1	\$ -	\$ -	\$ -
Kassof, Gary	Maritime Coordinator Lead	\$	81.85	-	-	800.0	-	1	-	1	1	-	-	1	-	800.0	\$ 65,480.00	\$ 72,385.16	\$ 137,865.16
Nilsen, Bonnie	Superstructure/Bridge Demolition Inspector	\$	61.81	-	-	1	5,120.0	1	-	1	1	-	-	1	-	5,120.0	\$ 316,467.20	\$ 349,840.10	\$ 666,307.30
O'Connor, Thomas	Construction Manager	\$	126.09	320.0	320.0	4,497.0	4,497.0	976.0	200.0	480.0	480.0	480.0	240.0	480.0	150.0	13,120.0	\$ 1,654,300.80	\$ 1,849,981.48	\$ 3,504,282.28
Not Used-4	Risk Management Lead			-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
Not Used-5	DBE Compliance Lead			-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
Paszkiel, John/TBD	Ground Improvements - Inspector	\$	60.91	-	-	1	800.0	1	-	1	1	-	-	1	-	800.0	\$ 48,728.00	\$ 53,866.59	\$ 102,594.59
Crotty, Sean	Earthwork/Retaining Walls/Piles Inspector	\$	57.05	-	-	-	2,560.0	-	-	-	-	-	-	-	-	2,560.0	\$ 146,048.00	\$ 161,449.43	\$ 307,497.43
Landolfi, Ryan	Soil Management Inspector	\$	36.41	-	-	-	4,800.0	-	-	-	-	-	-	-	-	4,800.0	\$ 174,768.00	\$ 193,198.08	\$ 367,966.08
	Total			480.0	840.0	6,247.0	34,225.0	1,360.0	360.0	864.0	778.0	550.0	502.0	938.0	254.0	47,398.0	\$ 4,230,644.04	\$ 4,719,649.52	\$ 8,950,293.56

	FIRM:	Mott Ma	cDona	ıld															
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	HOURLY F	RATE	P1 Hrs	P2 Hrs	C1 Hrs	C2 Hrs	C3 Hrs	C4 Hrs	C5 Hrs	C6 Hrs	C7 Hrs	C8 Hrs	C9 Hrs	C10 Hrs	Total Hrs	TOTAL SALARY	Indirect Labor Cost (Overhead)	Total Labor Cost
Atwood, Jerry	Superstructure/Bridge Demolition Inspector	\$ 5	1.56	-	-	-	5,120.0	-	-	-	-	-	-	-	-	5,120.0	\$ 263,987.20	\$ 402,700.47	\$ 666,687.67
Bassem, Hanna	Project Controls Manager	\$ 9	9.69	340.0	340.0	12,000.0	-	1	-	1	1	-	-	480.0	-	13,160.0	\$ 1,311,920.40	\$ 2,018,116.86	\$ 3,330,037.26
Gonzalez, Antonio	Electrical/Lighting/Utilties Inspector	\$ 59	9.51	-	-	-	2,720.0	-	-	-	-	-	-	-	-	2,720.0	\$ 161,867.20	\$ 246,921.06	\$ 408,788.26
Not Used-9	HazMat Management Lead			-	-	-	-	-	-	-	-	-	-	-	-	-		\$ -	\$ -
Not Used-10	Bridge /Structures Design Support Services			-	-	-	-	-	-	-	-	-	-	-	-	-		\$ -	\$ -
O'Brien, John	Rail - Signals and Communications Inspector	\$ 9.	5.67	-	-	-	3,520.0	-	-	-	-	-	-	-	-	3,520.0	\$ 336,758.40	\$ 513,709.63	\$ 850,468.03
Parylak, Robert	FA Co-ordination/Rail Systems	\$ 9	6.02	200.0	200.0	4,000.0	4,800.0	-	-	-	400.0	-	-	-	160.0	9,760.0	\$ 937,155.20	\$ 1,439,129.95	\$ 2,376,285.15
Robinson, Amiri	Earthwork/Retaining Walls/Piles Inspector	\$ 59	9.51	-	-	-	2,560.0	-	-	-	-	-	-	-	-	2,560.0	\$ 152,345.60	\$ 232,396.29	\$ 384,741.89
Not Used-11	Federal Requirements Lead			-	-	-	-	-	-	-	-	-	-	-	-	-		\$ -	\$ -
Sikorski, John	Safety Officer	\$ 5	6.28	-	-	-	-	-	-	-	-	-	1,728.0	-	-	1,728.0	\$ 97,251.84	\$ 148,353.26	\$ 245,605.10
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Total				540.0	540.0	16,000.0	18,720.0	-		-	400.0	-	1,728.0	480.0	160.0	38,568.0	\$ 3,261,285.84	\$ 5,001,327.52	\$ 8,262,613.36

	FIRM:	Amercom	Corporati	on															
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	HOURLY R	P1 H	rs P2	2 Hrs	C1 Hrs	C2 Hrs	C3 Hrs	C4 Hrs	C5 Hrs	C6 Hrs	C7 Hrs	C8 Hrs	C9 Hrs	C10 Hrs	Total Hrs	TOTAL SALARY	Indirect Labor Cost (Overhead)	Total Labor Cost
Atkinson, Bryan	Foundation - Drilled Shafts Inspector	\$ 60	91		-	-	4,160.0	-	-	-	-	-	-	-	-	4,160.0	\$ 253,385.60	\$ 237,030.71	\$ 490,416.31
Gyiraszi, Mike	CADD Support	\$ 45	67		-	-	-	-	-	1	-	-	-	3,360.0	-	3,360.0	\$ 153,451.20	\$ 143,546.62	\$ 296,997.82
Corte, Sonia	Project Accounting & Administration	\$ 34	55		-	8,480.0	-	-	-	1	-	-	-	-	-	8,480.0	\$ 292,984.00	\$ 274,073.21	\$ 567,057.21
Mcguire, Mike	Movable Brg- Towers and Flanking Spans Inspector	\$ 69	69		-	-	960.0	-	-	-	-	-	-	-	-	960.0	\$ 66,902.40	\$ 62,584.15	\$ 129,486.55
Allrich, Vlad	Office Engineer	\$ 58	64		-	12,000.0	-	-	-	-	-	-	-	480.0	-	12,480.0	\$ 731,827.20	\$ 684,591.08	\$ 1,416,418.28
LiPuma, Sam	Earthwork/Retaining Walls/Piles Inspector	\$ 48	53		-	-	2,560.0	-	-	-	-	-	-	-	-	2,560.0	\$ 124,236.80	\$ 116,217.88	\$ 240,454.68
Dearing, Charles	Earthwork/Retaining Walls/Piles Inspector	\$ 63	77		-	-	2,560.0	-	-	-	-	-	-	-	-	2,560.0	\$ 163,251.20	\$ 152,714.08	\$ 315,965.28
Finnegan, Gene	Assistant Office Engineer	\$ 47	76		-	7,040.0	-	-	1,240.0	1,240.0	1,240.0	-	1,240.0	480.0	-	12,480.0	\$ 596,044.80	\$ 557,572.82	\$ 1,153,617.62
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Total			,		-	27,520.0	10,240.0	-	1,240.0	1,240.0	1,240.0	_	1,240.0	4,320.0	-	47,040.0	\$ 2,382,083.20	\$ 2,228,330.56	\$ 4,610,413.76

	FIRM:	Collins Engine	er, Inc.															
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	HOURLY RATE	P1 Hrs	P2 Hrs	C1 Hrs	C2 Hrs	C3 Hrs	C4 Hrs	C5 Hrs	C6 Hrs	C7 Hrs	C8 Hrs	C9 Hrs	C10 Hrs	Total Hrs	TOTAL SALARY	Indirect Labor Cost (Overhead)	Total Labor Cost
O'Connor, Dan	Marine Diving	\$ 1,229.87	-	-	-	20.0	-	-	-	-	-	-	-	-	20.0	\$ 24,597.40	\$ 28,354.09	\$ 52,951.49
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Total			-	-	-	20.0	-	-	-	-	-	_	-	-	20.0	\$ 24,597.40	\$ 28,354.09	\$ 52,951.49

	FIRM:	Dan Brown	and Associa	ites														
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	HOURLY RAT	P1 Hrs	P2 Hrs	C1 Hrs	C2 Hrs	C3 Hrs	C4 Hrs	C5 Hrs	C6 Hrs	C7 Hrs	C8 Hrs	C9 Hrs	C10 Hrs	Total Hrs	TOTAL SALARY	Indirect Labor Cost (Overhead)	Total Labor Cost
Day, Taylor	Foundation - Drilled Shafts Inspector	\$ 47.0	8 -	-	-	4,480.0	-	-	-	-	-	-	-	-	4,480.0	\$ 210,918.40	\$ 260,771.84	\$ 471,690.24
Leib, Alexis	Ground Improvements - Inspector	\$ 40.0	5 -	-	-	800.0	-	1	1	1	-	-	-	-	800.0	\$ 32,040.00	\$ 39,613.09	\$ 71,653.09
Madgett, Mark	Geotechnical Deep Foundations - Resident Engineer	\$ 70.3	4 -	180.0	-	3,400.0	224.0	90.0	224.0	90.0	-	90.0	182.0	-	4,480.0	\$ 315,123.20	\$ 389,606.87	\$ 704,730.07
Turner, John	Drilled Shaft Foundation Expert	\$ 96.2	8 -	192.0	-	544.0	-	-	-	-	-	-	-	-	736.0	\$ 70,862.08	\$ 87,611.30	\$ 158,473.38
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Total			_	372.0	_	9,224.0	224.0	90.0	224.0	90.0	_	90.0	182.0	-	10,496.0	\$ 628,943.68	\$ 777,603.10	\$ 1,406,546.78

	FIRM:	Garg Consulti	ng Services	S														
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	HOURLY RATE	P1 Hrs	P2 Hrs	C1 Hrs	C2 Hrs	C3 Hrs	C4 Hrs	C5 Hrs	C6 Hrs	C7 Hrs	C8 Hrs	C9 Hrs	C10 Hrs	Total Hrs	TOTAL SALARY	Indirect Labor Cost (Overhead)	Total Labor Cost
TBD 1	Caternary & Electric Traction Power Lead	\$ 76.62	-	-	-	1,920.0	-	-	-	-	-	-	-	-	1,920.0	\$ 147,110.40	\$ 163,292.54	\$ 310,402.94
Not Used-7	Rail - Tracks & Interlockings		-	-	-	-		-	+	-	-	-	-	-	-		\$ -	\$ -
TBD 2	FA Co-ordination	\$ 75.12	-	-	-	2,360.0	-	-	-	-	-	-	-	-	2,360.0	\$ 177,283.20	\$ 196,784.35	\$ 374,067.55
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Total			-	-	-	4,280.0	-	-	-	-	-	-	_	-	4,280.0	\$ 324,393.60	\$ 360,076.90	\$ 684,470.50

	FIRM:	Modjeski a	nd Masters	Inc.														
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	HOURLY RA	P1 Hrs	P2 Hrs	C1 Hrs	C2 Hrs	C3 Hrs	C4 Hrs	C5 Hrs	C6 Hrs	C7 Hrs	C8 Hrs	C9 Hrs	C10 Hrs	Total Hrs	TOTAL SALARY	Indirect Labor Cost (Overhead)	Total Labor Cost
Barrett, Dave	Movable Bridge Balancing Lead	\$ 64.	34 -	-	-	960.0		-	-	-	-	-	-	-	960.0	\$ 62,246.40	\$ 101,631.39	\$ 163,877.79
Eppehimer, Ralph	Movable Bridge - Resident Engineer	\$ 94.	54 -	140.0	-	2,676.0	176.0	70.0	176.0	70.0	-	70.0	142.0	-	3,520.0	\$ 332,780.80	\$ 543,340.29	\$ 876,121.09
Johns, Kevin	Movable Bridge Technical Expert	\$ 81.	i5 -	192.0	672.0	-	-	-	-	1	-	-	1	-	864.0	\$ 70,459.20	\$ 115,040.66	\$ 185,499.86
Miller, Matthew	Movable Bridge Chief Inspector	\$ 47.	.8 -	-	-	3,520.0	-	-	-	1	-	-	1	-	3,520.0	\$ 166,073.60	\$ 271,152.90	\$ 437,226.50
Not Used-8	Contract Compliance Lead		-	-	-	-	-	-	-	-	-	-	-	-	-		\$ -	\$ -
Peters, Robert	Movable Bridge Electrical Systems Inspector	\$ 58.	00 -	-	-	2,080.0	-	-	-	-	-	-	-	-	2,080.0	\$ 120,640.00	\$ 196,972.22	\$ 317,612.22
Sample, Elizabeth	Movable Bridge Mechanical Inspector	\$ 49.	38 -	-	-	2,080.0	-	-	-	-	-	-	-	-	2,080.0	\$ 103,750.40	\$ 169,396.11	\$ 273,146.51
Vaskorilis, Jim	Movable Bridge Fabrication Inspector	\$ 45.	1 -	-	-	1,472.0	-	-	-	-	-	-	-	-	1,472.0	\$ 66,843.52	\$ 109,137.24	\$ 175,980.76
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Total				332.0	672.0	12,788.0	176.0	70.0	176.0	70.0	_	70.0	142.0	-	14,496.0	\$ 922,793.92	\$ 1,506,670.80	\$ 2,429,464.72

	FIRM:	Promatech, Ir	nc															
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	HOURLY RATE	P1 Hrs	P2 Hrs	C1 Hrs	C2 Hrs	C3 Hrs	C4 Hrs	C5 Hrs	C6 Hrs	C7 Hrs	C8 Hrs	C9 Hrs	C10 Hrs	Total Hrs	TOTAL SALARY	Indirect Labor Cost (Overhead)	Total Labor Cost
TBD 3	Cost Estimating	\$ 69.56	-	-	520.0	-	-	-	-	-	-	-	-	-	520.0	\$ 36,171.20	\$ 27,753.18	\$ 63,924.38
Singer, James	Schedule Controls Lead	\$ 69.56	-	-	-	-	4,560.0	-	-	-	-	-	-	-	4,560.0	\$ 317,193.60	\$ 243,374.00	\$ 560,567.60
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Total			_	-	520.0	-	4,560.0	-	-	_	-	_	_	_	5,080.0	\$ 353,364.80	\$ 271,127.17	\$ 624,491.97

	FIRM:	Stellar Service	s Inc															
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	HOURLY RATE	P1 Hrs	P2 Hrs	C1 Hrs	C2 Hrs	C3 Hrs	C4 Hrs	C5 Hrs	C6 Hrs	C7 Hrs	C8 Hrs	C9 Hrs	C10 Hrs	Total Hrs	TOTAL SALARY	Indirect Labor Cost (Overhead)	Total Labor Cost
Sharon, Smith	Document Contol Specialist	\$ 50.32	-	480.0	12,480.0	-	-	-	-	-	-	-	-	-	12,960.0	\$ 652,147.20	\$ 1,039,878.35	\$ 1,692,025.55
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			-	-	-	-	-	-	-	1	-	-	-	-	-		\$ -	\$ -
Total				480.0	12,480.0	-	-	-	-	-	-	-	-	-	12,960.0	\$ 652,147.20	\$ 1,039,878.35	\$ 1,692,025.55

	FIRM:	TY Lin Interna	ational Gro	oup														
STAFF PERSON	PROJECT TITLE OR DISCIPLINE	HOURLY RATE	P1 Hrs	P2 Hrs	C1 Hrs	C2 Hrs	C3 Hrs	C4 Hrs	C5 Hrs	C6 Hrs	C7 Hrs	C8 Hrs	C9 Hrs	C10 Hrs	Total Hrs	TOTAL SALARY	Indirect Labor Cost (Overhead)	Total Labor Cost
Ali, Muhammad	Temporary Trestles - Inspector	\$ 75.24	-	-	-	800.0	-	-	-	-	-	-	-	-	800.0	\$ 60,192.00	\$ 72,887.04	\$ 133,079.04
Gadara, Bharat	Superstructure Inspector	\$ 56.31	-	-	-	1,760.0	1	-	-	1	-	-	-	-	1,760.0	\$ 99,105.60	\$ 120,007.87	\$ 219,113.47
Salfelder, Brian	Superstructure Inspector	\$ 75.24	-	-	-	1,760.0	-	-	-	-	-	-	-	-	1,760.0	\$ 132,422.40	\$ 160,351.49	\$ 292,773.89
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			-	-	-	-	-	-	-	-	-	-	-	-	-		\$ -	\$ -
Total			-	-	-	4,320.0	-	-	-	-	-	-	-	-	4,320.0	\$ 291,720.00	\$ 353,246.40	\$ 644,966.40

## **NJ TRANSIT AGREEMENT NO. 18-015** CONSTRUCTION MANAGEMENT SERVICES FOR THE RARITAN RIVER BRIDGE REPLACEMENT PROJECT EXHIBIT C -NJ TRANSIT TRAVEL & BUSINESS REIMBURSEMENT GUIDELINES FOR CONTRACTORS AND VENDORS

#### Per Diem (Major Cities)\* Effective October 1, 2018

\* \$55 Standard Meal Rate applies to all destinations not specifically listed Average Per Diem Rates are listed below

A full listing of domestic Per Diem Rates can be found online at <a href="https://www.gsa.gov">www.gsa.gov</a>
Current foreign Per Diem Rates can be found at <a href="http://aoprals.state.gov">http://aoprals.state.gov</a>

### NJ TRANSIT TRAVEL & BUSINESS REIMBURSEMENT GUIDELINES FOR CONTRACTORS AND VENDORS

#### **GENERAL:**

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

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

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

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

M&IE Total	\$55.00	\$56.00	\$61.00	\$66.00	\$71.00	\$76.00
Breakfast	\$13.00	\$13.00	\$14.00	\$16.00	\$17.00	\$18.00
Lunch	\$14.00	\$15.00	\$16.00	\$17.00	\$18.00	\$19.00
Dinner	\$23.00	\$23.00	\$26.00	\$28.00	\$31.00	\$34.00
Incidentals	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00

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

- 2. <u>Conveyances:</u> Travel expenses will be reimbursed subject to their reasonableness and subject to the following maximums (receipts required):
  - 1. Air-Fare: When authorized in writing and only at the prevailing coach rates. First class travel costs are not reimbursable.
  - 2. Rail or Bus: Only regular coach fares are reimbursable.
  - 3. Automobile: Mileage will be reimbursed at a rate of \$0.58 cents per mile (effective January 1, 2019). Mileage claims in excess of 30 miles one-way must be supported with documentation from a reputable online service (e.g. Map Quest). Gas, tolls and parking fees will be reimbursed only when validated by receipt.
- 3. <u>Lodging:</u> Reimbursed for single occupancy rates at reasonable, actual costs for the location. Lodging costs exceeding \$140.00 per night require prior approval of the Project Manager.

# **NJ TRANSIT AGREEMENT NO. 18-015** CONSTRUCTION MANAGEMENT SERVICES FOR THE RARITAN RIVER BRIDGE REPLACEMENT PROJECT **EXHIBIT D – DISADVANTAGED BUSINESS ENTERPRISES (DBE) REQUIREMENTS AND FORMS**

NJT Contract #: 18-015

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 <a href="https://njucp.dbesystem.com">https://njucp.dbesystem.com</a>. 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. <u>Firms must be certified under the NJUCP at the time of contract award in order to obtain DBE credit toward the goal</u>. Firms pending certification will not count toward meeting the contract goal.
- 1.4.3 Price alone is not an acceptable basis for rejecting a DBE subcontractor/subconsultant's bid.
- 1.4.4 The Bidder/Proposer/Prime shall, at a minimum, seek DBEs in the same geographic area in which it generally seeks subcontractors/subconsultants. However, the Bidder/Proposer/Prime may be required to expand its search under specific circumstances as determined by OBD. Refer to article 2.0
- 1.4.5 Agreements between a Bidder/Proposer/Prime and a DBE in which the DBE promises not to provide subcontracting quotations to other Bidder/Proposers are prohibited.
- 1.4.6 The desire of a Bidder/Proposer/Prime to self-perform the work of a contract with its own organization is not an acceptable basis to not meet the goal or demonstrate a good faith effort to do so.
- 1.4.7 The Bidder/Proposer/Prime is responsible for verifying that the DBE is certified under the appropriate NAICS code for the scope of work identified. DBE credit shall be given only for work performed in the NAICS code(s) under which the DBE is certified.
- 1.4.8 A DBE firm listed on the First-Tier DBE Utilization Form (Form A) shall constitute a binding representation to NJT, by the Bidder/Proposer/Prime, that the DBE firm is qualified, available, and certified under the appropriate and required NAICS code to perform the scope of work identified. Refer to article 2.5a

#### 1.5 TRANSIT VEHICLE MANUFACTURERS (TVM)

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

vehicles in lieu of complying with the procedures of this section.

#### 1.6 RESPONSIBLE BID/PROPOSAL CRITERIA

- 1.6.1 As a matter of responsibility, the two lowest Bidders or two highest ranked Proposers must submit the required forms, including the supplemental section (if applicable), with the bid/proposal or within five (5) calendar days after the bid opening or proposal due date. Notwithstanding the date of submission of the mandatory DBE forms, all negotiations between a Bidder and any potential DBE subcontractor, subconsultant, or supplier shall be completed prior to the bid opening or cost proposal due date.
  - Bidders/Proposers shall identify all DBE and non-DBE subcontractors, subconsultants, and suppliers proposed to participate in and those solicited for this Contract, and shall complete and submit the mandatory DBE Forms A, A1, A2, and B. The two lowest Bidders or two highest ranked Proposers must also submit NJ Unified Certification Program (NJUCP) certificate or letter for all potential DBE subcontractors. Additionally, the two lowest Bidders or two highest ranked Proposers shall submit any applicable supplemental forms (AA, AA1, AA2, BB, and D). All DBE forms and NJUCP certificates or letters shall be submitted with the Bid or within five (5) calendar days of the bid opening date. However, Bidders are strongly encouraged to submit all mandatory documents with the Bid to prevent delay of the Contract award.
- 1.6.2 Bidders are requested to review carefully and complete the forms entirely, with no blank fields. Failure to satisfactorily complete or submit all required documentation and/or demonstrate documented evidence of good faith effort within five (5) calendar days shall result in rejection of a Bid as non-responsible.
- 1.6.3 If the two lowest Bidders/highest ranked Proposers submit the DBE forms, but fail to meet the DBE goal, the OCR/OBD will consider the efforts made to determine if a Bidder/Proposer/Prime has in fact demonstrated a good faith effort. See article 2.0
- 1.6.4 If it is determined that satisfactory good faith efforts were not made to include DBE participation on the contract, NJT shall consider awarding the contract to the next lowest bidder or highest ranked proposer who offers a reasonable price, meets the DBE goal and other bid requirements or requirements of 49 CFR Part 26 and/or satisfactorily demonstrates documented evidence of good faith effort.

#### 2. GUIDANCE ON A GOOD FAITH EFFORT

- 2.1 To demonstrate a good faith effort to meet the DBE goal, a Bidder/Proposer/Prime shall provide written documentation in addition to Form D (article 2.3e), of the steps it has taken, prior to the bid opening/proposal due date, or during the life of the contract to obtain DBE participation. The Bidder/Proposer/Prime can meet this requirement in either of two ways:
  - (1) The Bidder/ Proposer/Prime can meet the goal.
  - (2) The Bidder/Proposer/Prime shall exhaust the available options referenced in article 2.2 in making a continuous good faith effort to meet the assigned contract goal for the life of the contract.
- (a) The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.
- (b) In determining a good faith effort, the OBD will consider the <u>quality</u>, <u>quantity</u>, and <u>intensity</u> of the different kinds of efforts that the Bidder/Proposer/Prime has made. Mere *pro forma* efforts will not be considered as DBE Requirements for Federal Procurement Activities Sept 15, 2010 updtd 12.11.17

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 <u>not reject</u> 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) <u>Form A1 Bidder/Proposer Solicitation and Contractor Information</u>: Lists all DBE and Non-DBE sub contractor/subconsultants, including suppliers, solicited for, and participating on this contract.
- (c) <u>Form A2- Non-DBE Sub Utilization</u>: Lists all DBE and Non-DBE subcontractors/ subconsultants, including suppliers, participating on this contract.
- (d) <u>Form B Intent to Perform as a DBE Sub</u>: Identifies the work the 1<sup>st</sup> Tier DBE intends to perform including scope of work, subcontract dollar value, etc.
- (e) <u>DBE Good Faith Effort Form (if applicable):</u> Identifies any DBE subcontractor invited to quote, but declined to do so for any reason.
- (f) <u>Trucking Commitment Agreement (if applicable):</u> Identifies all trucking firms (DBE and Non-DBE) participating on this contract, at any tier.
- (g) NJ UCP DBE Certification & NAICS Code Verification: Confirms the DBE status and NAICS code(s) of each First Tier DBE subcontractor/subconsultant.
- (h) \*Form E Contractor's Monthly DBE Payment Report & Payment Certification Voucher (Post-Award): Records monthly payments issued to each DBE subcontractor/subconsultant/supplier and monthly payments issued by NJ TRANSIT to the Prime. Certifies that DBE subs have been paid for previous month's invoices.
- (i) Form E2 DBE's Monthly Payment Report (Post-Award): Records monthly invoices submitted by the DBE, payments owed to the DBE on past due invoices and payments received from the prime by each DBE subcontractor/subconsultant.

(j) <u>Form E1- DBE Prime's Monthly Payment Report (For DBE Prime Only)</u>: Records monthly payments <u>issued</u> to each DBE Prime by NJ TRANSIT to.

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

#### 2.4 SUPPLEMENTAL REQUIRED FORMS (IF APPLICABLE)

- (a) Form AA Second Tier DBE Utilization: Lists all Second Tier DBE firms scheduled to participate on the DBE sub-Prime's contract.
- (b) <u>Form AA1 Second Tier Bidder/Proposer Solicitation and Contractor Information</u>: Lists all Second Tier DBE firms participating on this contract as indicated on Form AA and Form AA2.
- (c) <u>Form AA2- Second Tier Non-DBE Sub Utilization:</u> Lists all DBE and Non-DBE firms including suppliers participating on the DBE sub-Prime's contract.
- (d) <u>Form BB Intent to Perform as a Second Tier DBE Sub</u>: 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 <u>fee/commission only</u>, *not the cost of materials or supplies*. See article 3.0 for direction on determining credit toward the goal.

(3) A detailed scope of work must be provided; one-word descriptions are not acceptable. (Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at \$34.00 a ton).

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

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

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

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

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

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

#### (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:** <u>The Bidder/Proposer/Prime is prohibited from completing any portion of the form and from directing DBE(s) to sign a blank form.</u>

- (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; <u>one-word descriptions are not acceptable</u>. Descriptions should include: *type of services provided, total number of units, price per unit, total cost, etc.*

#### (e) <u>DBE Good Faith Effort</u>: (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) <u>Trucking Commitment Agreement: (If Applicable)</u>

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 <a href="https://njucp.dbesystem.com">https://njucp.dbesystem.com</a> and <a href="https://njucp.dbesystem.com">www.census.gov/eos/www/naics/</a>.

#### (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).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 3.0 GUIDANCE ON COUNTING DBE PARTICIPATION

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

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

#### 3.2 COUNTING DBE PARTICIPATION

- 3.2.1 When a DBE participates in a contract, only the value of the work actually performed by the DBE is counted toward DBE goals.
- (a) The entire amount of that portion of a contract that is performed by the DBE's own forces is counted. This includes the cost of supplies and materials obtained by the DBE for the work of the contract, as well as supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor/subconsultant purchases or leases from the Prime contractor or its affiliate).
- 3.2.2 The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, is counted toward DBE goals, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services by a DBE.

#### 3.3 DBE PRIME CONTRACTOR GUIDANCE

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

#### 3.4 DBE TRUCKING FIRMS GUIDANCE

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

#### 3.5 LEASING TRUCKS

- 3.5.1 Leased trucks must display the name and identification number of the DBE.
- 3.5.2 The DBE may lease trucks from another DBE firm, including an owner-operator that is certified as a DBE.
  The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- 3.5.3 The DBE may also lease trucks from a non-DBE firm, including an owner-operator.
- (a) The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
- 3.5.4 For the purposes of this section (Leasing), a lease must indicate that the DBE has exclusive use of and control over the truck.
- (a) This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck.

#### 3.6 COUNTING MATERIALS AND SUPPLIES

- 3.6.1 Expenditures with DBEs for materials or supplies are counted toward DBE goals as provided in the following:
- (a) If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost of the materials or supplies are counted toward DBE goals.
  - (1) For purposes of this paragraph 3.6.1(a), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the material, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (b) If the materials or supplies are purchased from a DBE regular dealer, sixty percent (60%) of the cost of the materials or supplies is counted toward DBE goals.
  - (1) For purposes of this paragraph 3.6.1(b), a <u>regular dealer</u> is a firm that owns, operates, maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

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

#### 4.0 TERMINATION OF DBE(s)

4.1 The Bidder/Proposer/Prime shall not terminate for convenience, or any other reason, and then perform the work of the terminated subcontractor/subconsultant with its own forces 9self-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 <u>prior to</u> the addition of the DBE subcontractor/subconsultant in order for the addition to be credited toward the goal.

#### 4.3 REPLACEMENT OR REMOVAL OF DBE(s)

- 4.3.1 When a Prime is considering replacing or removing a DBE due to performance issues, the OBD must be contacted as soon as possible.
- 4.3.2 Request for DBE replacement or removal may be made under the following conditions:
  - 1) The DBE materially fails to successfully perform the contract tasks.
  - 2) Under unusual situations referenced in article 4.3.8.
- 4.3.3 A written request for replacement or removal of a DBE(s) listed on Form A, must be submitted by the Bidder/Proposer/Prime to the OBD with complete justification for the request. The process to follow such requests is as follows:
- (a) Written communications (over a period) from the Prime and/or NJT's PM/CM team to the DBE, notifying the DBE Requirements for Federal Procurement Activities Sept 15, 2010 updtd 12.11.17

- DBE of its poor performance must be provided to the OBD.
- (b) The OBD will arrange a meeting with the DBE, the Prime, and a representative from Procurement and project management to discuss the specifics of the performance issue.
- (c) The DBE must provide a written plan identifying the efforts it will make to correct the deficiencies.
- (d) The Prime must provide the DBE with a minimum of 30 calendar days from acceptance of its plan to improve its performance. Throughout the 30-day window, the Prime and/or NJT PM/CM team must provide written communication to the DBE of any additional/continued performance issues, with a copy to the OBD.
- 4.3.4 The Bidder/Proposer/Prime must receive written approval of the OBD <u>prior to</u> replacement or removal of the DBE subcontractor/subconsultant can be made, <u>regardless of the reason for the replacement or removal.</u>
- 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 of or option in the contract. This may not apply to future phases or options, which will be handled on a case-by-case basis at the sole discretion of the OBD.
- 4.5.4 *Exception*: If the DBEs ineligibility is caused solely by its having exceeded the size standard during the performance of the contract the Prime may continue to count its participation on that contract only toward the contract goals. This may not apply to future phases or options and will be subject to determination by the OBD.

#### 5.0 AWARD OBLIGATIONS

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

#### **5.2 POST AWARD DELIVERABLES**

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

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**

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

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

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

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

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

<u>DBE Sub-Prime</u> - means any 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).

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

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

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

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

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

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

<u>Race-neutral Measure or Program-</u> 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.

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

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

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

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

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

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

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

Withdrawn DBE - a DBE withdraws, drops out of its contract, or fails to complete its work on the contract for any reason.

Fir	st Tier DBE UTILIZAT	TION - FORM A				
Project Name: Construction Management Services for the Raritan River	Bridge Replacement Projec	ct_	NJT Contract No:	RFP No. 18-015		
Assigned DBE Goal %: 25% NJT Procurement Specialist:			Contract Value (\$):_	\$33,953,533.95		
First Tier DBE must perform at least 51% of its subcontract valu	e if subcontracting to a	Second -Tier DB	E or Non-DBE. Do n	ot count Non-DBE portio	n toward the	
Name, Address and Telephone # of DBE Subcontractor/Subconsultant		Scope of Work to entify all suppliers		Dollar Value of Subcontract/Sub- consultant Work (\$) Awarded	Percentag Subcontra Work (%	act
AmerCom Corporation 259 Route 46 East, Parsippany, NJ 07054 Richard Lee, President	AmerCom will provide consinspection, office engineeri			\$5,106.487	15.04	%
Garg Consulting Services, Inc. 1000 Crawford Place, Mount Laurel, NJ 08054 Frank Morse, PE, Perations Manager	Garg will provide staff for or recording of track and interl			\$760,110	2.24	%
Promatech, Inc. 506 Route 130 North, Cinnaminson, NJ 08077 Carrie Streahle, Presisent	Promatech will provide star monitoring, as needed.	aff for schedule deve	lopment, review, and	\$690,247	2.03	%
Stellar Services, Inc. 70 west #6 Street 7th floor New York, NY 10018 Linda Chen, President	Stellar will provide a dedica data and work in NJ TRANS		trol Specialist to enter	\$1,870,624	5.51	%
AmerCom Corporation 259 Route 46 East, Parsi <u>opany N.107054</u> Richard Lee, President	AmerCom will provide as-d	directed survey servi	ce.	\$300,000	0.88	%
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		<b>\$</b> \$8,727,468	25.70	%
The undersigned will enter into a formal agreement with the DBE(s) listed undersigned understands that removal/replacement of the DBE(s) listed is Development and receiving <u>WRITTEN APPROVAL</u> from the Office of Busine to be determined by NJ TRANSIT.  Company Name: AECOM   Mott MacDonald  Company Address: 30 Knightsbridge Rd Suite 520  Piscataway Township, NJ 08854	NOT PERMISSIBLE for any ss Development. Failure to development. Author Print N	reason (pre or pos obtain written appro orized Signature: Name:Anil	t-award), without submi	tting a written request to the each of contract and subject	Office of Busi	ness ction LIANCE
Federal Tax ID #: _		Contractor's DBE		reen Taveras 212.973.29	00	
Company Tel #:(732) 564-3200	Date S	Signed: September	r 24, 2019			

To Add Subs Use Additional Forms

#### BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM A1

Project Title: Construction Management Services for the Raritan River Bridge Replacement Project		Date: September 4, 2019		
Prime Contractor/Consultant:	AECOM   Mott MacDonald	Telephone #:	(732) 564-3200	

#### 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	AECOM Technical Services, Inc.	Mott MacDonald, LLC	
Address	30 Knightsbridge Rd Suite 520	111 Wood Avenue South	
City and State	Piscataway Township, NJ	Iselin, NJ	
Zip	08854	08830	
County	Middlesex County, NJ	MiddlesexCounty, NJ	
Phone	(732) 564-3200	(973) 912-7532	
Fax	n/a	n/a	
E-mail	Anil.Parikh@aecom.com	Marco.Levoyer@mottmac.com	
Owner	AECOM Technical Inc.	Mott MacDonald Group, Inc.	
Date Established	1930	1972	
Date Certified	n/a	n/a	
Ethnicity	Multiple	Multiple	
Gender	Multiple	Multiple	
Certification Status: DBE or Non-DBE	non-DBE	non-DBE	
Federal Tax ID # / SSN #		Holl DDE	
Annual Gross Receipts: A - Less than \$500K B - \$500K to \$11M C - \$11M to \$2M D - \$2M to \$5M E - \$5M and over indicate the letter that applies	E	E	OCR/OBD CONTRACT COMPLIANCE SEP 1 2 2019
Primary NAICS Code:	541330, , 541310, , 237310	541330, 237310	311 12 2010

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NJT - Fed Form A1 rev Jun 2010, rev 0715

To Add Subs Use Additional Forms

#### BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM A1

Project Title: Construction Management Services for the Raritan River Bridge Replacement Project		Date: September 4, 2019	
Prime Contractor/Consultant:	AECOM   Mott MacDonald	Telephone #: (732) 564-3200	

#### COMPLETE THE INFORMATION BELOW FOR "ALL" FIRMS INCLUDING SUPPLIERS SOLICITED; INCLUDING THOSE THAT WILL WORK ON THIS PROJECT.

	Subcontractor/Subconsultant	Subcontractor/Subconsultant	Subcontractor/Subconsultan
Company's Full Name	AmerCom Corporation	Collins Engineers, Inc.	Dan Brown and Associates, PC
Address	259 Route 46 East, Building # 2	101 Hammer Mill Rd.	300 Woodland Rd.
City and State	Parsippany, NJ	Rocky Hill, CT	Sequatchie, TN
Zip	07054	06067	37374
County	Morris County, NJ	Hartford County, CT	Marion
Phone	973-402-6111	(603) 918-3124	423-942-8681
Fax	973-588-7020	n/a	n/a
E-mail	fcole@emercom.org	danoconnor@collinsengr.com	cbedley@dba.world
Owner	Corporation	Thomas J. Collins	Employee Owned
Date Established	1980	4/4/1979	2004
Date Certified	1980	4/4/1979	2018 (in NJ)
Ethnicity	Asian Pacific	n/a	n/a
Gender	Male	n/a	n/a
Certification Status: DBE or Non-DBE	DBE	n/a	n/a
Federal Tax ID # / SSN #			80-0617456
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	E	E	D
Primary NAICS Code:	54190	541330	541330 OCR/OBD

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SEP 1 2 2019

BY:\_\_\_\_\_

To Add Subs Use Additional Forms

NJT Fed Form A1 rev Jun 2010 rev 0715

#### BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM A1

Project Title: Construction Management Services for the Raritan River Bridge Replacement Project		Date: September 4, 2019	
Prime Contractor/Consultant:	AECOM   Mott MacDonald	Telephone #: (732) 564-3200	

#### COMPLETE THE INFORMATION BELOW FOR "ALL" FIRMS INCLUDING SUPPLIERS SOLICITED; INCLUDING THOSE THAT WILL WORK ON THIS PROJECT.

	Subcontractor/Subconsultant	Subcontractor/Subconsultant	Subcontractor/Subconsultant
Company's Full Name	Garg Consulting Services, Inc.	Modjeski and Masters, Inc.	Promatech, Inc.
Address	1000 Crawford Place	100 Sterling Parkway, Suite 302	506 Route 130 North
City and State	Mount Laurel, NJ	Mechanicsburg, Pennsylvania	Cinnaminson, NJ
Zip	08054	17050	08077
County	Burlington County, NJ	Cumberland, Pennsylvania	Burlington County, NJ
Phone	(856) 429 - 8010	717.790.9565	(856) 314-8468
Fax	n/a	717.790.9564	n/a
E-mail	gpristach@garginc.com	mfbritt@modjeski.com	cstreahle@promatechinc.com
Owner	Eugen Chuang, Ph.D., PE	n/a	Carrie Streahle
Date Established	3/16/1990	1893	8/15/1985
Date Certified	5/16/1990	4/8/1988 Incorporated	4/8/1985
Ethnicity	Asian	n/a	Caucasian
Gender	Male	n/a	Female
Certification Status: DBE or Non-DBE	DBE	n/a	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	E	E	С
Primary NAICS Code:	541230, 541370, 541330	541330	541611 OCR/OBD

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To Add Subs Use Additional Forms

NJT Fed Form A1 rev Jun 2010 rev 0715

SEP 1 2 2019

BY:	
VIA:	

### BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM A1

Project Title: Construction Man	agement Services for the Raritan River Bridge Replacement Project	Date: Septen	nber 4, 2019	
Prime Contractor/Consultant:	AECOM   Mott MacDonald		(732) 564-3200	

### COMPLETE THE INFORMATION BELOW FOR "ALL" FIRMS INCLUDING SUPPLIERS SOLICITED; INCLUDING THOSE THAT WILL WORK ON THIS PROJECT.

	Subcontractor/Subconsultant	Subcontractor/Subconsultant	Subcontractor/Subconsultant
Company's Full Name	Stellar Services, Inc.	T. Y. Lin International	
Address	70 West 36 Street, 7th Floor	One Edgeview Drive	
City and State	New York, NY	Hackettstown, NJ	
Zip	10018	07840	
County	New York	Warren, NJ	
Phone	212-432-2848	908-850-3366	
Fax	212-4322846	877-453-3878	
E-mail	contact@stellarservices.com	chandu.bhoraniya@tylin.com	
Owner	Liang Chen	T. Y. Lin International	
Date Established	12/07/1993	06/01/1954	
Date Certified	01/20/2015	n/a	
Ethnicity	Asian	n/a	
Gender	Male	n/a	
Certification Status: DRF or Non-DRF		n/a	
Federal Tax ID # / SSN #			<u> </u>
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		E	OCR/OBD CONTRACT COMPLIANCE SEP 1 2 2019
Primary NAICS Code:	541511	541330	RV-

Page 4 of 4

To Add Subs Use Additional Forms

NJT Fed Form A1 rev Jun 2010 rev 0715

NON-DBE SUBCONTRACTOR UTILIZATION - FORM A2

Directions: To be completed by any Bidder/Proposer/Prime for "all" subs including suppliers participating on this contract.

Construction Management Services for the Project Title: Raritan River Bridge Replacement Project Bidder/Proposer Prime Name: AECOM | Mott MacDonald Date: September 4, 2019 Prime Contract Value: \_\_\_\$33,953,533.95

Name, Address, Telephone Number of All Subcontractor/Subconsultant	FEIN#	Provide Detailed Scope of Work to be Performed	Dollar Value of Subcontractor/ Subconsultant Work (\$) Awarded	Percentage of Subcontract Work (%)
Collins Engineers, Inc. 101 Hammer Mill Road Rocky Hill, CT 06067 Daniel O'Connor, Vice President		Collins Engineerings will provide marine diving services for this project.	\$72,189.84	0.21%
Dan Brown Associates, P.C. 300 Woodland Road Sequatchie, TN 37374 John Turner, Senior Principal Partner		<b>Dan Brown</b> will provide services for drilled shaft foundation for this project.	\$1,689,811.05	4.97%
Modjeski & Masters, Inc. 155 E 3rd St, Moorestown, NJ 08057 Michael Britt, Presdient/CEO		Modjeski & Masters will provide engineering services for movable bridge as well as resident engineering.	\$2,683,247.04	7.90%
T. Y. Lin International Group One Edgeview Drive Hackettstown, NJ 07840 Chandu Bhoraniya, Vice President		T. Y. Lin will provide engineering services for fixed bridge and civil engineering.	\$738,695.04	2.17%
Must provide a detailed scope of work; one-word description	s are not acceptable	TOTALS	\$5,183,942.97	15.26% OCR/OBD NTRACT COMPLIA

To Add Subs Use Additional Forms

NJT Fed Form A2 effect 10.1.09 revise 2007 2019

BY:
VIA:

PART - COMPLIANCE

MANDATORY FORM FOR 1" TIER DBE: COMPLETE ENTIRELY

NJT Fed Form B - rev Sept 2010

### INTENT TO PERFORM AS A 1ST 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. AECOM/Mott MacDonald AmerCom Corporation Name of Bidder/Proposer/Prime: Name of DBE Firm: Construction Management Services for Project/Contract Name: the Raritan River Bridge Replacement IFB/RFP Contract Number: 18-015 Project 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 AmerCom will provide construction inspection services for the proposed bridge and approaches consisting of inspection of the contractor's means and methods, office engineering work consisting of coordination and processing of day to day project records, project accounting and CADD support.
as directed survey services consisting of verification of contractor's construction activities related to lines and grades, asbuilt verification, establishment of survey controls and miscellaneous topography Dollar Value of DBE Subcontract: \$ 5,106,487.00 + \*\$300,000.00 Total Quantity/Units (if applicable): N/A Per Unit Cost (if applicable): \$\_N/A 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: 03/01/20 DBE Contract Completion Date: 08/31/2026 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. 9/30/19 OCR/OBD CONTRACT COMPLIANCE President Signature of 1st Tier DBE Title Richard Lee 973-402-6111 SEP 3 0 2019 Print Name Telephone #: Failure to adhere to these instructions or the falsification of any information on this form shall result in breach of confract and subject to the appropriate penalties to be determined by NJ TRANSIT.

### 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.

<u>DIRECTIONS</u>: DBE(s) listed on the Form A must complete all information on this form.

	Garg Consulting Services, Inc.		
Name of Bidder/Proposer/Prime:	Name of DBE Firm:		
Project/Contract Name: Construction Management Services for the Raritan River Bridge Replacement Project	he IFB/RFP Contract Number: RFP No. 18-015		
Does the undersigned DBE (A intend to perform subcontract work in connection with the above-			
intend to subcontract any portion of its scope of work to a DBE(s)!	? Circle one. (Yes or No)		
f 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-DE If yes, must complete and submit Form AA2.	BE(s)? Circle one. (Yes on No.  At what percent?%		
The undersigned will perform the following described work of description of the type of work you will perform on your subcon- Bidder (optional)).			
Garg Consulting Services, Inc. will provide staff for oversight	t, coordination, inspection, and recording of track		
and interlocking work to be performed by NJ Transit forces.			
Fotal Quantity/Units (if applicable): N/A Per United Prime Includes the above scope of work and subcontract violatractor named above. Circle one. (Verlor No)  The Prime Contractor projected the following commencement and	ait Cost (if applicable): \$_N/A alue on detailed project specs received from the Biblion  CONTRACT  9.2019		
The Prime Contractor <u>projected</u> the following commencement and DBE Contract Start Date: 09/01/2020 DBE Contract Completi	completion date for such work as follows: 9 1 " ion Date 03/31/2025		
The undersigned DBE will enter into a formal agreement conditioned upon execution of a contract with NJ TRANSIT. ertification, compilance and monitoring process set forth by 11% of my subcontract with my own workforce for the referen	As a DBE subcontractor, I will cooperate with the NJ TRANSIT. I attest that I will perform at least		
하시요. (이 급하게 40 - 150 m. 180 m. 180 를 했어요. ) 보고 전투에 이 180 m. 1 			
a e Cla 8/21/2019	CEO / President		
a e Cla 8/21/2019	CEO / President		
a e Cla 8/21/2019			

### INTENT TO PERFORM AS A 1ST 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.

<u>DIRECTIONS</u>: DBE(s) listed on the Form A must complete all information on this form.

AECOM/Mott MacDonald Name of Bidder/Proposer/Prime: Name of DBE Firm: Construction Management Services for the Project/Contract Name: Raritan Bridge Replacement IFB/RFP Contract Number: RFP No. 18-015 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 Promatech will provide staff for master schedule development, schedule reviews, and monthly schedule updates, as needed. Dollar Value of DBE Subcontract: \$\_\_\_\_\_\_\_ Per Unit Cost (if applicable): \$ Total Quantity/Units (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: 01/01/2020 \_ DBE Contract Completion Date \_\_\_\_09/30/2024 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. 09/30/2019 President Signature of 1" Tier DBE Carrie Streahle 856-314-8468 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.

OCRIOBO
CONTRACT COMPLIANCE MANDATORY FORM FOR 1st TIER DBE: COMPLETE ENTIRELY NUT Fed Farm Bygrev Sept 2010

### INTENT TO PERFORM AS A 1 $^{\rm ST}$ TIER DBE - FORM B

AECOM/Mott MacDonald	Stellar Services, Inc.
Name of Bidder/Proposer/Prime:	Name of DBE Firm:
Construction Management Service	es for
Project/Contract Name: the Raritan River Bridge Replace	
Does the undersigned DBE	(Answer Accordingly):
Intend to perform subcontract work in connection with the above No.	re-mentioned project as a Joint Venture? Circle one. (Yes
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?%
ntend to subcontract any portion of its scope of work to a Non-	DRE(s)? Circle one. (Ves or No.)
intend to subcontract any portion of its scope of work to a Non- if yes, must complete and submit Form AA2.  The undersigned will perform the following described work	At what percent?% on the above-referenced project: (Provide a detailed
If yes, must complete and submit Form AA2.	At what percent? % on the above-referenced project: ( <u>Provide a detailed outract</u> . Attach a copy of quote approved and signed by
If yes, must complete and submit Form AA2.  The undersigned will perform the following described work lescription of the type of work you will perform on your subcidider (optional)).  Stellar will provide a dedicated Document Control Specie	At what percent? % on the above-referenced project: ( <u>Provide a detailed outract</u> . Attach a copy of quote approved and signed by
If yes, must complete and submit Form AA2.  The undersigned will perform the following described work lescription of the type of work you will perform on your subcolidder (optional).  Stellar will provide a dedicated Document Control Special system	At what percent?%  on the above-referenced project: (Provide a detailed outract. Attach a copy of quote approved and signed by alist to enter data and work in NJ Transit's ECMS.
If yes, must complete and submit Form AA2.  The undersigned will perform the following described work lescription of the type of work you will perform on your subcolidder (optional)).  Stellar will provide a dedicated Document Control Special system.  Dollar Value of DBE Subcontract: \$ 1.870,624	At what percent?%  on the above-referenced project: (Provide a detailed ontract. Attach a copy of quote approved and signed by alist to enter data and work in NJ Transit's ECMS  Unit Cost (if applicable): \$_N/A
If yes, must complete and submit Form AA2.  The undersigned will perform the following described work lescription of the type of work you will perform on your subconder (optional).  Stellar will provide a dedicated Document Control Special year.  Pollar Value of DBE Subcontract: \$ 1,870,624  Per The undersigned based the above scope of work and subcontract.	At what percent?%  on the above-referenced project: (Provide a detailed ontract. Attach a copy of quote approved and signed by alist to enter data and work in NJ Transit's ECMS  Unit Cost (if applicable): \$_N/A value on detailed project spees received from the Bidder
If yes, must complete and submit Form AA2.  The undersigned will perform the following described work description of the type of work you will perform on your subcolidder (optional)).  Stellar will provide a dedicated Document Control Special ystem  Dollar Value of DBE Subcontract; \$ 1.870,624  Total Quantity/Units (if applicable): N/A Per The undersigned based the above scope of work and subcontract outractor named above. Circle one. (Yes or No)	At what percent?%  on the above-referenced project: (Provide a detailed ontract. Attach a copy of quote approved and signed by alist to enter data and work in NJ Transit's ECMS  Unit Cost (if applicable): \$_N/A  evalue on detailed project specs received from the Bidden and completion date for such work as follows:
If yes, must complete and submit Form AA2.  The undersigned will perform the following described work description of the type of work you will perform on your subcolider (optional).  Stellar will provide a dedicated Document Control Special yestem  Dollar Value of DBE Subcontract: \$ 1.870.624  Total Quantity/Units (if applicable): N/A Per The undersigned based the above scope of work and subcontract ontractor named above. Circle one. (Yes or No)  The Prime Contractor projected the following commencement and DBE Contract Start Date: 1/1/2020 DBE Contract Total PBE will enter into a formal agreement on the undersigned DBE will enter into a formal agreement on the undersigned DBE will enter into a formal agreement on the undersigned DBE will enter into a formal agreement on the undersigned DBE will enter into a formal agreement on the undersigned DBE will enter into a formal agreement of the undersigned DBE will enter into a formal a	At what percent?%  on the above-referenced project: (Provide a detailed outract. Attach a copy of quote approved and signed by alist to enter data and work in NJ Transit's ECMS.  Unit Cost (if applicable): \$_N/A  value on detailed project specs received from the Bidder and completion date for such work as follows:  Let Completion Date8/31/2026  at for the above work with the Prime Contractor.  As a DBE subcontractor, I will cooperate with the NJ TRANSTE I attack that I will perform the least these
If yes, must complete and submit Form AA2.  The undersigned will perform the following described work lescription of the type of work you will perform on your subcondider (optional).  Stellar will provide a dedicated Document Control Special System  Pollar Value of DBE Subcontract: \$ 1.870.624  Per the undersigned based the above scope of work and subcontract contractor named above. Circle one. (Yes or No)  The Prime Contractor projected the following commencement and DBE Contract Start Date: 1/1/2020 DBE Contract Start DBE Contract	At what percent?%  on the above-referenced project: (Provide a detailed outract. Attach a copy of quote approved and signed by alist to enter data and work in NJ Transit's ECMS.  Unit Cost (if applicable): \$_N/A  value on detailed project specs received from the Bidder and completion date for such work as follows:  Let Completion Date8/31/2026  Interest the above work with the Prime Contractor.  The As DBE subcontractor, I will cooperate with the NJ TRANSIT. I attest that I will perform at least enced project.  CONTRACT COMPLANT.
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Philip D. Murphy, Governor
Shella Y. Oliver, Lieutenant Governor
Diane Gutlerrez-Scaccetti, Acting Commissioner
Kevin S. Corbett, Executive Director



June 19, 2018

Richard Lee, President Amer-com Corp. 1259 Route 46 East, Bldg 2 Parsippany, NJ 07054

Re: Disadvantaged Business Enterprise certification for Amer-com Corp.

Dear Mr. Lee:

Congratulations! We are pleased to inform you that your company has been found eligible for certification as a Disadvantaged Business Enterprise (DBE) by NJ TRANSIT, on behalf of the New Jersey Unified Certification Program (NJUCP). Provided your company continues to meet the eligibility criteria and comply with the participation requirements established in Code of Federal Regulations Title 49 Part 26, your certification will remain in effect until your firm graduates or you choose to withdraw from the program.

### **DBE Program Participation Requirements**

On an annual basis, at the anniversary of your certification date, you must submit a signed and notarized "DBE No Change Affidavit" and supporting documentation affirming that there have been no changes within your company that would affect your eligibility or status as a DBE. It is your responsibility to notify this office in writing within 30 days of any significant changes to your company including but not limited to the ownership, control, address, and tax information.

NJ TRANSIT's Office of Business Development will provide you notice and reminders of when the information above is due and reserves the right under regulation to request information from you regarding your company at any time. Fallure to provide information when due and/or respond to requests for information in a timely way, may result in decertification.

Note: This certification letter is to be utilized as evidence of your firm's DBE Certification under the NJUCP.

Your company's NJUCP Identification number is 0027994M Certification Effective Date — June 19, 2001

The following table lists the North American Industry Classification System (NAICS) code(s) and classification(s) that have been assigned to your company in accordance with the service(s) your company render(s) and the business description giving details to the specific services your firm provides.

Business Description: Civil engineering, geophysical surveying, landscape surveying, GPS mapping, technical design engineering feasibility studies for highway, street, and bridges, engineering inspection services, traffic analysis counting surveys, and construction management.

NAICS 237310: Highway, Street, and Bridge Construction

NAICS 237990: Other Heavy and Civil Engineering Construction

NAICS 541330: Engineering Services

NAICS 541360: Geophysical Surveying and Mapping Services

NAICS 541370: Surveying and Mapping (Except Geophysical) Services

Your firm will continue to be listed on the NJUCP Directory https://njucp.dbesystem.com/ which will indicate the type of work that your firm has been certified to perform.

We are pleased to have you as a member of the NJUCP and wish you much success. Should you have any questions, please contact Adonis Abreu at 973-491-8575.

Sincerely,

Adonis Abreu

Office of Business Development

ldown abreu



DEPARTMENT OF TRANSPORTATIO

P.O. Box 600

Trenton, New Jersey 08625-0600

CHRIS CHRISTIE

Governor

KIM GUADAGNO

Lt. Governor

RICHARD T. HAMMER

Commissioner

January 16, 2018

GARG CONSULTING SVS INC EUGENE CHUANG, PH.D, P.E. 2096A SILAS DEANE HIGHWAY ROCKY HILL, CT 06067

RE: Renewal of DBE Certification - Anniversary Date: Annually on January 9

Dear EUGENE CHUANG, PH.D, P.E.:

We are pleased to inform you that your firm has been found eligible to continue as a Disadvantaged Business Enterprise (DBE) by the New Jersey Department of Transportation on behalf of the New Jersey Unified Certification Program (NJ UCP).

Your certification status with the NJ UCP will remain in effect as long as your firm continues to meet all the DBE certification eligibility requirements established by Title 49 CFR 26. However, on an annual basis, you must submit an affidavit, along with a personal financial statement, affirming that there have been no changes within your firm that would affect your eligibility for certification as a DBE. These documents must be completed, signed and returned to our office before your anniversary date in order to continue your firms's eligibility as a DBE.

Additionally, if any time during the year there is a change in your firm, it is your obligation to notify this agency, in writing, within (30) days. Changes include, but are not limited to, ownership and/or control, officers, directors, management, key personnel, scope of work performed, daily operations, ongoing business relationships with other firms or individuals, or the physical location of your firm. Failure to do so may result in the removal of your DBE certification in accordance with 49 CFR Part 26, Section 26.83(j) of the Federal DOT Regulation.

Your firm will be listed in New Jersey's UCP DBE Directory which is located at <a href="https://njucp.dbesystem.com/Default.asp">https://njucp.dbesystem.com/Default.asp</a>. Prime contractors and consultants can verify your firm's DBE certification status and identify the work area(s) for which the firm is DBE eligible through this Directory. The table below lists the North America Industry Classification System (NAICS) Code(s) and description(s) that have been assigned to your firm in accordance with the service(s) your firm render(s):

### NAICS CODE

DESCRIPTION

541330

Engineering Services

541340

**Drafting Services** 

We are pleased to have you as a participant in the NJ UCP and wish you much success. Should you have specific questions concerning this process, please do not hesitate to contact our office at (609) 530-3882.

Simperely

Lydia Harper, Manager, DBE/ESBE Programs Division of Civil Rights & Affirmative Action



P.O. Box 600 Trenton, New Jersey 08625-0600

PHILIP D. MURPHY

Governor

SHEILA Y. OLIVER

Lt. Governor

IP D. MURPHY

Governor

DIANE GUTTERREZ-SCACCETTI

Acting Commissioner

June 4, 2018

PROJECT MANAGEMENT TECHNOLOGIES, INC. D/B/A PROMATECH, INC CARRIE STREAHLE 506 ROUTE 130N, SUITE 3 CINNAMINSON, NJ 08077

RE: Renewal of DBE Certification - Anniversary Date: Annually on May 30

Dear CARRIE STREAHLE:

We are pleased to inform you that your firm has been found eligible to continue as a Disadvantaged Business Enterprise (DBE) by the New Jersey Department of Transportation on behalf of the New Jersey Unified Certification Program (NJ UCP).

Your certification status with the NJ UCP will remain in effect as long as your firm continues to meet all the DBE certification eligibility requirements established by Title 49 CFR 26. However, on an annual basis, you must submit an affidavit, along with a personal financial statement, affirming that there have been no changes within your firm that would affect your eligibility for certification as a DBE. These documents must be completed, signed and returned to our office before your anniversary date in order to continue your firms's eligibility as a DBE.

Additionally, if any time during the year there is a change in your firm, it is your obligation to notify this agency, in writing, within (30) days. Changes include, but are not limited to, ownership and/or control, officers, directors, management, key personnel, scope of work performed, daily operations, ongoing business relationships with other firms or individuals, or the physical location of your firm. Failure to do so may result in the removal of your DBE certification in accordance with 49 CFR Part 26, Section 26.83(j) of the Federal DOT Regulation.

Your firm will be listed in New Jersey's UCP DBE Directory which is located at <a href="https://njucp.dbesystem.com/Default.asp">https://njucp.dbesystem.com/Default.asp</a>. Prime contractors and consultants can verify your firm's DBE certification status and identify the work area(s) for which the firm is DBE eligible through this Directory. The table below lists the North America Industry Classification System (NAICS) Code(s) and description(s) that have been assigned to your firm in accordance with the service(s) your firm render(s):

NAICS CODE DESCRIPTION

237310 Highway, Street, and Bridge Construction

541330 Engineering Services

We are pleased to have you as a participant in the NJ UCP and wish you much success. Should you have specific questions concerning this process, please do not hesitate to contact our office at (609) 530-3882.

Sincerely,

Lydia Harper, Manager, DBE/ESBE Programs Division of Civil Rights & Affirmative Action Chris Christie, Governor Kim Guadagno, Lieutenant Governor Jamie Fox, Board Chairman Veronique Hakim, Executive Director



January 20, 2015

Liang Chen, President Stellar Services- DBA: 4U Services Inc... 70 W. 36<sup>th</sup> Street, suite 702 New York, NY 10018

Re: Stellar Services

Dear Mr. Chen:

Congratulations! We are pleased to inform you that your company has been found eligible for certification as a Disadvantaged Business Enterprise (DBE) by NJ TRANSIT on behalf of the New Jersey Unified Certification Program (NJ UCP).

Your certification will remain in effect provided your company continues to meet the eligibility criteria established by Federal Regulation Title 49 CFR Part 26. On an annual basis, you must provide an affidavit and supporting documentation affirming that there have been no changes within your company that would affect your current eligibility as a DBE. It is your responsibility to notify this office in writing within 30 days of any changes. Failure to do so will result in a decertification process. Your certification is renewable every three years from date of this letter.

Please note this certification letter is to be utilized in lieu of NJ TRANSIT's Certification Certificate. Please save this letter as evidence of your firm's DBE Certification under the NJ UCP.

Your company's NJ UCP Identification number is 0018044M0697 Certification Anniversary Date - Annually on June 6th

The following table lists the North American Industry Classification System (NAICS) code(s) and classification(s) that have been assigned to your company in accordance with the service(s) your company render(s) and the business description giving details to the specific services your firm provides.

Business Description: Software Consultant, Computer Networking ,Integration Systems, And Computer System Designs

NAICS CODE	CLASSIFICATION(S)	
541511	Custom Computer Programming Services	
541512	Computer Systems Design Services	
541513	Computer Facilities Management Services	
541519	Other Computer Related Services	
811212	Computer and Office Machine Repair and Maintenance	
518210	Data Processing, Hosting, and Related Services	

Your firm will continue to be listed on the NJ UCP Directory (<u>WWW.NJUCP.NET</u>) which will indicate the type of work that your firm has been certified to perform-

We are pleased to have you as a participant in the NJ UCP and wish you much success. Should you have any questions, please contact Ms. Jauhara Pressey at (973) 491-8069.

Sincerely,

Jathara Pressey.

Business Development Specialist Office of Civil Rights & Diversity

**Business Development** 

Manager, Certification & Outreach Office of Civil Rights Diversity

**Business Development** 





### **Business & Contact Information**

Business Name Amer-com Corp.
Owner Mr. Richard Lee

Address 1259 Route 46 East Bldg 2
> Map This Address Parsippany, NJ 07054

Phone 973-402-6111 Fax 973-402-0611

Email RLEE@AMERCOM.ORG

Website <a href="http://www.amercomcorp.com">http://www.amercomcorp.com</a>

County Morris (NJ)

### **Certification Information**

Certifying Agency New Jersey Transit

Certification Type DBE - Disadvantaged Business Enterprise

Certified Business Civil engineering, geophysical surveying, landscape surveying,

GPS mapping, technical design engineering feasibility studies for highway, street, and bridges, engineering inspection services, traffic analysis counting surveys, and construction management.

### **Commodity Codes**

Description

Code Description

NAICS 237310 Highway, Street, and Bridge Construction

NAICS 237990 Other Heavy and Civil Engineering Construction

NAICS 541330 Engineering services

NAICS 541360 Geophysical Surveying and Mapping Services

NAICS 541370 Surveying and Mapping (except Geophysical) Services





### **Business & Contact Information**

Business Name GARG CONSULTING SVS INC

Owner Mr. Eugene Chuang

Address 2096A SILAS DEANE HIGHWAY

> Map This Address ROCKY HILL, CT 06067

Phone **860-563-0582** 

Fax **860-563-0825** 

Email <u>garg-ct@gargengineering.com</u>

Website <u>www.gargengineering.com</u>

### **Certification Information**

Certifying Agency New Jersey Department of Transportation

Certification Type DBE - Disadvantaged Business Enterprise

Certified Business CIVIL ENGINEERING & DRAFTING SERVICES, BRIDGE

Description INSPECTION; RAIL AND TRANSIT ENGINEERING

### **Commodity Codes**

Code Description

NAICS 541330 Engineering services

NAICS 541340 Drafting services





### **Business & Contact Information**

**Business Name** 

PROJECT MANAGEMENT TECHNOLOGIES, INC. D/B/A

PROMATECH, INC

Owner

Ms. Carrie A. Streahle

**Address** 

506 ROUTE 130N, SUITE 3

> Map This Address

**CINNAMINSON, NJ 08077** 

Phone

856-314-8468

Fax

856-461-3996

Email

CSTREAHLE@PROMATECHINC.COM

Website

http://www.promatechinc.com

### **Certification Information**

**Certifying Agency** 

**New Jersey Department of Transportation** 

**Certification Type** 

**DBE - Disadvantaged Business Enterprise** 

**Certified Business** 

CONSTRUCTION MANAGEMENT, CONSTRUCTION ENGINEERING

Description

**SERVICES** 

### **Commodity Codes**

Code

Description

NAICS 237310

Highway, Street, and Bridge Construction

NAICS 541330

Engineering services

Vendor Information



### **Business & Contact Information**

Business Name Stellar Services, Inc., DBA 4U Services, Inc.

Owner Mr. Liang Chen

Address 70 West 36th Street

> Map This Address Ste. #702

New York, NY 10018

Phone 212-432-2848

Fax 212-432-2846

Email contact@stellar4.com

Website http://www.stellarservices.com

County New York (NY)

### **Certification Information**

Certifying Agency New Jersey Transit

Certification Type DBE - Disadvantaged Business Enterprise

Certified Business CUSTOM COMPUTER PROGRAMMING, COMPUTER

Description NETWORKING SYSTEMS, COMPUTER INSTALLATION &

INTEGRATION SYSTEMS, and COMPUTER SYSTEM DESIGNS

### **Commodity Codes**

Code	Description
NAICS 518210	Data Processing, Hosting, and Related Services
NAICS 541511	Custom Computer Programming Services
NAICS 541512	Computer Systems Design Services
NAICS 541513	Computer Facilities Management Services
NAICS 541519	Other Computer Related Services
NAICS 811212	Computer and Office Machine Repair and Maintenance

# **NJ TRANSIT AGREEMENT NO. 18-015 CONSTRUCTION MANAGEMENT SERVICES FOR THE RARITAN RIVER** BRIDGE REPLACEMENT PROJECT **EXHIBIT E - CONSULTANT CERTIFICATIONS**

# **AECOM**



### NONDISCLOSURE AGREEMENT

	This Nondisclosure	Agreement is dated	as of	October 9	_, 2018 and sets
forth	the	understanding	by	and	between
	AECOM USA, Inc.		(Name of	Consultant) ("(	Consultant"), and
the Ne	w Jersey Transit Co				
Jersey	, regarding the rest	rictions that are to	be placed	on the use, dis	semination, and
disclos	sure of certain propri	etary and confidentia	al informati	ion furnished by	NJ TRANSIT, or
receivo	ed, accessed, or ob	tained by Consultan	it, in conne	ection with servi	ces rendered by
Consu	Itant in connection	with Request for	Proposal	("RFP") No. '	18-015 for
Col	nstruction Services	collectively, the "Ser	vices").	` ′ –	
Ma	nagement	•	,		

- 1. **Definition of "Proprietary Information."** Proprietary Information is all information furnished by NJ TRANSIT to the consultant, or received, accessed, or obtained by Consultant, whether electronic or hard copy, in connection with the Services, specifically and solely with respect to Consultant's work on the Project Document Control System ("PDCS") and NJ TRANSIT's Electronic Content Management System ("ECMS"), as required for the Services, as further described in Section IV(C)(3), Task C1(d) of the RFP. The term Proprietary Information includes all information furnished by NJ TRANSIT to Consultant, or received, accessed, or obtained by Consultant, in connection with the PDCS and/or ECMS, without regard to whether the information obtained relates to the Services.
- 2. Confidentiality. The Consultant agrees to maintain in confidence all Proprietary Information as may be disclosed or made available to it by NJ TRANSIT. Except in accordance with the terms of this Agreement, the Consultant may neither use nor disclose any Proprietary Information without NJ TRANSIT's prior written permission. The Proprietary Information may be disclosed to employees, or agents within, or associated with, the organization of the Consultant who are involved in the Services, but only on a limited, need-to-know basis. In addition, the Consultant will exercise due diligence to maintain that Proprietary Information in confidence. In this Agreement, "due diligence" means at least the same precautions and standard of care which the Consultant uses to safeguard its own proprietary information.
- 3. No Obligation As to Certain Information. This Agreement is made with the understanding, however, that there is no obligation imposed regarding information that (a) now or later becomes generally known or available through no act or omission on the part of the Consultant; (b) is already known to the Consultant at the time it was first disclosed to it under this Agreement (as shown by the Consultant's files and records prior to disclosure); (c) is furnished by NJ TRANSIT to third parties with written permission to disclose provided by NJ TRANSIT; (d) is received by the Consultant from a third party under no obligation of confidence; (e) is independently created by the Consultant without reference to or reliance upon the Proprietary Information provided by NJ TRANSIT; or (f) was disclosed by the Consultant in response to a valid order by a court or other governmental body, such disclosure was otherwise required by law, or such disclosure was necessary to establish the rights of either party under

- this Agreement (provided that the Consultant provided NJ TRANSIT with a reasonable opportunity to seek protective legal treatment for such information).
- 4. **Term.** This Agreement shall commence as of the date first set forth above and shall continue until terminated by NJ TRANSIT or until the information is released for dissemination to the general public. Notwithstanding the foregoing, the confidentiality obligations set forth in Section 2 herein shall survive termination, unless an exception, as described in Section 3, applies.
- 5. Return of Proprietary Information. All Proprietary Information furnished under this Agreement is and will remain the property of NJ TRANSIT and will be either returned to it by the Consultant promptly upon request, together with any copies of the Proprietary Information, or destroyed, as certified by the Consultant.
- 6. Right to Injunctive Relief. The parties recognize that any actual or threatened disclosure of Proprietary Information in violation of this Agreement may cause NJ TRANSIT irreparable harm for which monetary damages would be an insufficient remedy, and that NJ TRANSIT will be entitled to seek injunctive relief or a decree of specific performance upon a proper showing of such a violation, without the necessity of demonstrating actual monetary damage and without any requirement to post any bond or other security therefor.
- 7. Miscellaneous. This Agreement is binding upon the Consultant's officers, directors, employees, agents, subsidiaries, parent companies, successors-in-interest and other corporate affiliates. It may not be assigned by the Consultant. If any term of this Agreement is held to be illegal or unenforceable, such holding will not affect the validity of the remaining provisions of this Agreement. This Agreement contains the entire understanding of the parties regarding its subject matter, and it supersedes all prior agreements or understandings between the parties on such subject(s). This Agreement will be construed in accordance with the laws of the State of New Jersey, without regard to choice of law provisions. The parties acknowledge that this Agreement may not be modified except in writing and duly signed by the parties.
- 8. **Authority**. Each individual signing this Agreement warrants that he/she is authorized to and by his/her signature does intend to bind the corporation, limited liability company or other entity for which he/she purports to act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

New Jersey Transit	(Consultant)
	Atub
Signature	Signature
David Cimino	Anil Parikh, PE
Printed Name	Printed Name
Sr. Director, Contracts Unit	Vice President/Program Manager
Title	Title
14 Oct 2020	October 9, 2018
Date	Date

# **EXHIBIT 2**

### **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

Proposers are required to acknowledge receipt of all addenda issued prior to the proposal due date. This acknowledgment is made by the proposer, if an individual; by a partner, if a partnership; or by an officer of the corporation, if a corporation.

The undersigned acknowledges receipt of the following addenda.

	Addendum Number	<u>Date</u>
	Addendum No. 1	September 13, 2018
	Addendum No. 2	September 28, 2018
	Addendum No. 3	October 15, 2018
	Addendum No. 4	October 23, 2018
	Addendum No. 5	November 5, 2018
By:	-Ant Parkh	
-	Signature of Company	Official
	Anil Parikh, PE, Vice Presider	nt/Program Executive
	Official's Title	
	AECOM Technical Ser	vices, Inc.
	Company Name	

February 25, 2019

NJ TRANSIT Procurement Department, 6th Floor One Penn Plaza East Newark, NJ 07105-2246

RE: Construction Management Services for the Raritan River Bridge Replacement Project RFP No. 18-015, Addendum No 6.

Dear :

NJ TRANSIT issued Addendum No. 6 for the Raritan River Bridge Replacement Project, notifying of its intention to advance the Project through three (3) separate construction contracts. The Addendum requested that the AECOM | Mott MacDonald JV Team modify its proposal to address that change. The AECOM | Mott MacDonald JV Team brings a veteran team, skilled and experienced in managing large-scale construction projects packaged in multiple contracts. We have the right leadership, staffing, technical approach, and past successes to safely and successfully manage this critical rail project to serve NJ TRANSIT's needs and those of their customers.

Our multi-package approach is detailed in our Response to Addendum No. 6, which outlines our past experience and administration of similar major projects; highlights the lessons learned and importance of construction coordination and interface management on multi-contract projects; recognizes the added requirements; focuses on key milestones and critical interfaces that need to be managed and controlled using the Project Master Schedule; and emphasizes the importance of coordination with NJ TRANSIT Force Account Personnel and multiple contractors for the safe and successful completion of the overall project.

In addition, we have attached several graphics that illustrate our understanding of the proposed changes to the project contract packaging. They show how we have updated our organization and staffing to better address NJ TRANSIT's goal of a successful project, delivered on time and within budget. Those attachments include:

- Project Goals and Benefits and the Project Challenges
- Project Organization Chart by Contract
- Staffing Hours/Resources by Contract
- Contract Stages
- Summary Schedules by Contract
- Resumes for Supplemental Staff
- Acknowledgment of Receipt of Addendum No. 6

We look forward to the opportunity to serve as your trusted partner in this critical resiliency project. If you have questions, please do not hesitate to contact Anil Parikh, at 646.529.6635, or at <a href="mailto:anil.parikh@aecom.com">anil.parikh@aecom.com</a>.

Sincerely,

AECOM | Mott MacDonald, a joint venture

Anil Parikh, PE, Vice President/Program Executive AECOM Technical Services, Inc.

Marco V. Levoyer, Vice President Mott MacDonald, LLC

Marco V. Levoy

# NJ TRANSIT CORPORATION Request for Proposal (RFP) No. 18-015 Construction Management Services for the Raritan River Bridge Replacement Project

## ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM NO. 6

Acknowledgement is hereby made of the receipt of Addendum No. 6, dated **February 11, 2019**, containing information for the above project.

This acknowledgement is made by the Proposer, if an individual; by a partner, if a partnership; or an officer of the corporation, if a corporation.

The undersigned acknowledges receipt of Addendum No. 6.

(Name of Firm)	AECOM USA, Inc.
(Signature)	Anto
,	Anil Parikh, PE
(Title)	Vice President / Program Executive
(Date)	February 25, 2019

## **EXHIBIT 5**

### STATEMENT OF JOINT VENTURE FOR PROFESSIONAL SERVICES

WE, THE UNDERSIGNED, BEING DULY SWORN ACCORDING TO LAW, UPON OUR RESPECTIVE OATHS DEPOSE AND SAY THAT:

- 1. THE CONSULTANT, UNDER WHOSE NAME WE HAVE AFFIXED OUR RESPECTIVE SIGNATURES, HAS DULY AUTHORIZED AND EMPOWERED US TO EXECUTE THIS <u>STATEMENT OF JOINT VENTURE</u> IN THE NAME OF AND ON BEHALF OF SUCH CONSULTANT FOR THE PURPOSES HEREIN FURTHER SET FORTH.
  - 2. THE FOLLOWING NAMED CONSULTANTS:

(a)			AECOM Technical Services, Inc.
(-/	( ) Individual	( ) Partnership	(XCorporation
			Mott MacDonald, LLC
(b)	( ) Individual	( ) Partnership	( X ) Corporation
(c)	;		;
• •	( ) Individual	( ) Partnership	( ) Corporation

HAVE ENTERED INTO A <u>JOINT VENTURE</u> FOR THE SPECIAL PURPOSE OF CARRYING ON THE WORK AND PROFESSIONAL SERVICES HEREINAFTER DESCRIBED.

- 3. UNDER THE PROVISIONS OF SUCH JOINT VENTURE THE ASSETS OF EACH OF THE CONSULTANTS NAMED IN PARAGRAPH 2 HEREOF, AND IN CASE ANY CONSULTANT SO NAMED ABOVE IS A PARTNERSHIP THE ASSETS OF THE INDIVIDUAL MEMBERS OF SUCH PARTNERSHIP, WILL BE AVAILABLE FOR THE PERFORMANCE OF SUCH JOINT VENTURE AND LIABLE THEREFOR AND FOR ALL OBLIGATIONS INCURRED IN CONNECTION THEREWITH.
- 4. THIS <u>STATEMENT OF JOINT VENTURE</u> IS EXECUTED SO THAT THE NAMED CONSULTANTS MAY, UNDER SUCH <u>JOINT VENTURE</u>, PROPOSE TO PERFORM THE WORK AND PROFESSIONAL SERVICES HEREIN MENTIONED AND THEY MAY, IF THE SUCCESSFUL PROPOSER THEREFOR, BE AWARDED THE CONTRACT FOR SUCH WORK AND PROFESSIONAL SERVICES. ANY CONTRACT RELATING TO THE WORK AND PROFESSIONAL SERVICES HEREINAFTER SPECIFIED SHALL BE EXECUTED BY ANY PERSON AUTHORIZED TO BIND ANY MEMBER OF THIS <u>JOINT VENTURE</u>, AND WHEN SO EXECUTED SHALL BIND THIS <u>JOINT VENTURE</u> AND EACH AND EVERY CONSULTANT NAMED HEREIN, SEVERALLY AND JOINTLY. SIMULTANEOUS WITH THE EXECUTION OF THE CONTRACT THE JOINT VENTURERS SHALL DESIGNATE AND APPOINT A PROJECT MANAGER/DIRECTOR TO ACT AS THEIR TRUE AND LAWFUL AGENT WITH FULL POWER AND AUTHORITY TO DO AND PERFORM ANY AND ALL ACTS OR THINGS NECESSARY TO CARRY OUT THE WORK AND PROFESSIONAL SERVICES SET FORTH IN SAID CONTRACT.

### STATEMENT OF JOINT VENTURE FOR PROFESSIONAL SERVICES (Continued)

5.	AS	<b>JOINT</b>	<u>VENTURE</u>	<u>rs</u> , We	BIND	THE	CONS	ULTANT	FOR	WHOM	WE	RESP	ECTI\	/ELY
EXECUTE	THIS ST	ATEMEN	IT OF JOIL	NT VEN	TURE I	N FIRI	M AGR	EEMEN.	T WITH	NJ TRA	NSIT	THAT	EACH	H OF
THE REPR	RESENTA	TIONS H	IEREIN SE	T FORT	H IS TE	RUE.								
6.	THE	E WORK	AND PRO	FESSIC	NAL S	ERVIC	ES FO	R WHIC	H THIS	JOINT	VENT	URE H	HAS B	EEN
ENTERED	INTO IS	IDENTIE	ED AS:											

	and Construction Inspection
* * * * * * * * * * * * * * * * * * * *	
(a)	AECOM Technical Services, Inc.
	(Name of Consultant)
ВҮ	Anil Parikh, PE, Vice President/Program Executive
_0_	
(b)	Mott MacDonald, LLC
BV	(Name of Consultant)
ы	Arthur D. Silber, Executive Vice President
(c)	(Name of Consultant)
	(a) BY

TO BE EXECUTED BY EACH JOINT VENTURER

(Also type or print name of signer)

(SEAL NECESSARY IF CORPORATION)

# **EXHIBIT 6**



# STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

### OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: NJ TRANSIT RFP No. 18-015 VENDOR/BIDDER: AECOM Technical Services, Inc.

			*				
PART 1  PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX. ALL PARTIES ENTERING INTO A  CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2  PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.							
1.		any individuals, corporations, partnerships, or limited liability companies owning a 10% r interest in the Vendor/Bidder?	YES NO	]			
	IFT	IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM. HE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTIONS 2 – 4 BELOW.					
2.	Of those individua	parties owning a 10% or greater interest in the Vendor/Bidder, are any of those parties s?					
3.	Of those parties owning a 10% or greater interest in the Vendor/Bidder, are any of those parties corporations, partnerships, or limited liability companies?						
4.	•	swer to Question 3 is "YES", are there any parties owning a 10% or greater interest in ration, partnership, or limited liability company referenced in Question 3?		]			
IF A	ANY OF TH	E ANSWERS TO QUESTIONS 2 - 4 ARE "YES", PLEASE PROVDE THE REQUESTED INFORMAT	TION IN PART 2 BELOW	٧.			
-							
		PART 2					
		PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2 - 4 ANSWERED	AS "YES".				
If you answered "YES" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor/Bidder. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.							
		INDIVIDUALS					
B1/	AME	DATE OF BIRTH		$\neg$			
11	DDRESS 1	DATE OF BIRTH		_			
11	DDRESS 2		W W				
Cr	TY	STATE ZIP					
N/	AME	DATE OF BIRTH					
11	DDRESS 1			_			
11	DDRESS Z						
CI.	TY	STATE ZIP					
N/	AME	DATE OF BIRTH					
11	DRESS 1	enter outil					
11	DRESS 2						
CI		STATE ZIP					
At	tach Addit	onal Sheets If Necessary.		لسب			

### PART 2 continued PARTNERSHIPS/CORPORATIONS/LIMITED LIABILITY COMPANIES **ENTITY NAME PARTNER NAME** ADDRESS 1 **ADDRESS 2** CITY STATE **ENTITY NAME** PARTNER NAME **ADDRESS 1 ADDRESS 2** CITY **STATE** ZIP **ENTITY NAME PARTNER NAME** ADDRESS 1 **ADDRESS 2** CITY STATE **ENTITY NAME PARTNER NAME** ADDRESS 1 **ADDRESS 2** CITY STATE ZIP Attach Additional Sheets If Necessary. In the alternative, to comply with the ownership disclosure requirement, a Vendor/Bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2. **CERTIFICATION** 1, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a <u>criminal offense</u> to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable. October 9, 2018 Signature (Do not enter vendor (D as a signature) Anil Parikh, PE, Vice President/Program Executive Print Name and Title

FEIN/SSN

# **EXHIBIT 7**

### N.J.S.A 52:34-13.2 CERTIFICATION

### SOURCE DISCLOSURE CERTIFICATION FORM

Consultant: AECOM Technical Services, Inc.	Contract Number: RFP No. 18-015						
I hereby certify and say:							
I have personal knowledge of the facts set forth herein a the Consultant.	and am authorized to make this Certification on behalf of						
The consultant submits this Certification as part of its proposal in response to the referenced solicitation issued by NJ TRANSIT, in accordance with the requirements of <u>N.J.S.A.</u> 52:34-13.2.							
The following is a list of every location where services will be performed by the consultant and all subconsultants.							
Consultant or Subconsultant Description of Serv	rices Performance Location[s] by Country						
See Attachment #1							
	· ·						
Any changes to the information set forth in this Certificat referenced solicitation or extension thereof will be immed Contracts, NJ TRANSIT Corporation, One Penn Plaza E	diately reported by the consultant to the Director of						
I understand that, after award of a contract to the consul services declared above to be provided within the United written determination by the Contracting Officer, that the consultant shall be deemed in breach of contract, which pursuant to Article 16 of the Professional Services Agree	d States to sources outside the United States prior to a services cannot be performed in the United States, the contract will be subject to termination for cause						
I further understand that this Certification is submitted or TRANSIT to accept a proposal, with knowledge that NJ contained herein.							
I certify that, to the best of my knowledge and belief, the any of the statements are willfully false, I am subject to p							
Consultant: AECOM Technical Services, Inc.							
[Name of Organization or Entity]							
By: Aril Booth 55	Title: Vice President/Program Executive						
Print Name: Anil Parikh, PE	Date: October 9, 2018						

### CM for Raritan River Bridge Replacement 18-015 Attachment #1 Source Disclosure Certification Form

Sub-Consultant	Scope of Work	Country of Origin	
AmerCom Corporation	Construction inspection services, Office Engineering,	USA	
	Project Accounting, and Cadd Support	USA	
Cara Consulting Sorvices Inc	Oversight and inspection of track and interlocking	USA	
Garg Consulting Services, Inc.	force account work	USA	
Promatech, Inc	Schedule development, review and monitoring	USA	
Stellar Services, Inc.	Document Control Specialist	USA	
Collins Engineers, Inc.	Diving services and inspection	USA	
Dan Brown and Associates	Inspection services for drilled shaft foundations	USA	
Madiaski & Mastars Inc	Engineering services for moveable bridge. Resident		
Modjeski & Masters, Inc.	Engineering and inspection	USA	
T.Y. Lin International Group	Inspection services for fixed bridge and civil work	USA	

### DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

IFB/RFP No.: RFP No. 18-015 Bidder/Proposer: AECOM Technical Services, Inc.

#### **PART 1: CERTIFICATION**

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the State of New Jersey, Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found at the following website:

http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he 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

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

#### 2. OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

### <u>PART 2</u>: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.
IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE COPY AND COMPLETE THIS SHEET AND SUBMIT IT WITH YOUR BID.

Name	Relationship to Bidder/Offeror
Description of Activities	
Duration of Engagement	Anticipated Cessation Date
	Contact Phone Number
Name	Relationship to Bidder/Offeror
Description of Activities	
Duration of Engagement	Anticipated Cessation Date
	Contact Phone Number
foregoing information and any attach and complete. I attest that I am authout above-referenced person or entity. I the information contained herein and obligation from the date of this certificate to notify the State in writing of a herein. I acknowledge that I am away or misrepresentation in this certification in the law and criminal prosecution under the law and and complete the law	Signature:

### **CONTRACTOR'S CERTIFICATION OF ELIGIBILTY**

TheAECOM Technical Services, Inc.	_ (Insert Name of Company) hereby certifies that
it is not listed on the State of New Jersey, Department of	of Labor and Workforce Development, Division of
Wages and Hour Compliance, Prevailing Wage Debarm	nent List or on the State of New Jersey,
Department of Treasury, Consolidated Debarment Repo	ort.
AECOM Technical Services, Inc.	(Insert Name of Company) no no
exclusion on the consolidated U.S. Government, System	ns for Award Management (SAM) database.
, being duly authorized, certify that the information supp	olied above is complete and correct to the best of
my knowledge. I certify that all of the foregoing statemen	•
he foregoing statements made by me are willfully false,	I am subject to punishment.
*	Signature
	Anil Parikh, PE
	Type or Print Name
	Vice President/Program Executive
	Title
	October 9, 2018
	Date

#### **NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY **COUNTY OF** Anil Parikh of the City of Piscataway Middlesex in the County of\_\_\_ **New Jersey** and the State of of full age, being duly sworn according to law on my oath depose and say that: Anil Parikh of the firm AECOM Technical Services, Inc. the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project. I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_\_AECOM Technical Services, Inc. (Name of Contractor). Anil Parikh, PE, Vice President/Program Executive Subscribed and sworn to before me this led in Westchester County Commission Expires April 12, 20 Notary Public of

My commission expires

#### AFFIDAVIT OF COMPLIANCE

Ι, _	Anil Parikh	(name	of i	ndividual),	executing
this	document on behalf of the undersigned company, partnership, corpor	ation, or e	entit	y hereinafte	er referred
to a	as "Contractor", presently seeking to do business with NJ TRANSIT b	y way of	a R	equest for	Proposals
("R	FP") or Invitation for Bids ("IFB"), hereby warrant and affirm to NJ TR	ANSIT as	foll	lows:	

- 1. I warrant and affirm that Contractor has received a copy of NJ TRANSIT's Code of Vendor Ethics and that I have read and studied this document and distributed this document to all of Contractor's personnel involved in seeking to do business with NJ TRANSIT and required said personnel to fully read this document. In addition, I further warrant and affirm that Contractor has received from NJ TRANSIT a document entitled "Important Notice to All Contractors and Consultants" and that I have read and studied this document, including the page setting forth various New Jersey statutory provisions, and that Contractor has distributed this document to all of Contractor's personnel involved in seeking to do business with NJ TRANSIT and required said personnel to fully read this document.
- 2. Contractor warrants and affirms that it has issued written instructions to all of Contractor's personnel involved in seeking to do business with NJ TRANSIT instructing and requiring same to strictly adhere to the Contractor's responsibilities as set forth in NJ TRANSIT's Code of Vendor Ethics and in the "Important Notice to All Contractors and Consultants".
- 3. Contractor warrants and affirms that during the bidding or proposal process for the contract with NJ TRANSIT, no gratuities or other inducements have been offered or given or will be offered or given in any form including gifts, gratuities, benefits, inducements, meals (other than *de minimis* valued snacks such as coffee, tea, soda, pretzels, cookies, or similar non-meal items), entertainment, or any other thing of value or favors of any kind to any member of NJ TRANSIT's Board of Directors, officer or employee of NJ TRANSIT.
- 4. The Contractor warrants and affirms that during the RFP or IFB process for the contract with NJ TRANSIT, Contractor has not and will not make any offers of employment to any member of the NJ TRANSIT Board of Directors, officer or employee directly involved with this contract or solicit or interview therefor, directly or indirectly, without first seeking and obtaining written approval from NJ TRANSIT's Ethics Liaison Officer.

- 5. The Contractor warrants and affirms that during the RFP or IFB process for the contract with NJ TRANSIT it has and shall promptly report in writing to NJ TRANSIT every instance that comes to the Contractor's attention and knowledge regarding any member of NJ TRANSIT's Board of Directors, officer or employee of NJ TRANSIT who has solicited or asked Contractor to provide gifts, gratuities, benefits, inducements, meals (other than *de minimis* valued snacks such as coffee, tea, soda, pretzels, cookies, or similar non-meal items), entertainment or any other thing of value or favors of any kind or has made any solicitation or request, directly or indirectly, for employment with or through the Contractor.
- 6. The Contractor acknowledges and accepts that for breach or violation of the foregoing warranties and affirmations, NJ TRANSIT shall have the discretion and legal right to disqualify Contractor from bidding or proposing for a contract between the Contractor and NJ TRANSIT.

<b>AFCOM</b>	<b>Technical</b>	Services	Inc
AEGUM	Technical	Services.	mc.

(Print Name of Contractor)

(Signature of Authorized Principal or Officer)

Anil Parikh, PE, Vice President/Program Executive

(Print Name and Title of Signator)

Sworn to and Subscribed to before me, this

DENICE II ADENA

DENICE U ARENAS Notary Public, State of New York No. 01AR6220290

Qualified in Westchester County Commission Expires April 12, 2022

#### **NEW JERSEY TRANSIT CORPORATION**

## CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS (BYRD ANTI-LOBBYING CERTIFICATION)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to 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 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to 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 this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Anfub
Signature of Authorized Official
Anil Parikh, PE
Print Name
Vice President/Program Executive
Title
AECOM Technical Services, Inc.
Firm
October 9, 2018
Date

#### NJ TRANSIT CONTRACT NO. 20-005X VENDOR'S CERTIFICATION OF NO FEDERAL TAX LIABILITY OR FELONY CONVICTION

On behalf of AECOM Technical Services, Inc.

(Name of Entity/Company/Business Association) (hereinafter "we"), I hereby certify that, as of the date of execution of this Certification, we:

- 1. Do not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and we
- 2. Have not been convicted of any felony criminal violation under any Federal law within the preceding 24 months; and we
- 3. Agree that, if awarded any contract by NJ TRANSIT, we will verify that all lower tier subcontractors or subconsultants involved in this work (including sub-subcontractors and sub-subconsultants, etc.), without regard to the value of any such subagreement (or sub-subagreement, etc.), also satisfy the conditions stated in Paragraphs 1 and 2 of this Certification.

We further understand and acknowledge that the conditions and obligations herein continue through and until the date of any contract award. If any of the conditions stated in Paragraphs 1 or 2 of this Certification change prior to the date of contract award, for us or for any subcontractor or subconsultant (or sub-subcontractor or sub-subconsultant, etc.), we will immediately notify the NJ TRANSIT contracting officer.

I certify under penalty of perjury that the foregoing statements made by me are true and correct. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature

Anil Parikh

Type or Print Name

Vice President/Program Executive

Title

10 - 8 - 2020

Date

# Mott MacDonald

# ATTACHMENT D Non-Disclosure Agreement

#### NONDISCLOSURE AGREEMENT

	This Nondisclosu	re Agreement is date	d as of Septe	ember	, 2018 and sets
forth	the	understanding	by	and	between
	Mott MacDonald		(Name of C	<u>Consultant</u> ) ("C	consultant"), and
the Ne	ew Jersey Transit	Corporation ("NJ TRA	NSIT"), an ins	strumentality of	the State of New
Jersey	/, regarding the r	estrictions that are to	be placed of	on the use, dis	semination, and
disclos	sure of certain pro	prietary and confident	tial informatio	n furnished by I	NJ TRANSIT, or
receive	ed, accessed, or	obtained by Consulta	nt, in connec	ction with service	es rendered by
Consu	ıltant in connecti	on with Request for	Proposal (	"RFP") No. RFI	NO. 18-015.
for Cor	nstruction Managen	nent Services (collective	ely, the "Serv	ices").	

- 1. **Definition of "Proprietary Information."** Proprietary Information is all information furnished by NJ TRANSIT to the consultant, or received, accessed, or obtained by Consultant, whether electronic or hard copy, in connection with the Services, specifically and solely with respect to Consultant's work on the Project Document Control System ("PDCS") and NJ TRANSIT's Electronic Content Management System ("ECMS"), as required for the Services, as further described in Section IV(C)(3), Task C1(d) of the RFP. The term Proprietary Information includes all information furnished by NJ TRANSIT to Consultant, or received, accessed, or obtained by Consultant, in connection with the PDCS and/or ECMS, without regard to whether the information obtained relates to the Services.
- 2. Confidentiality. The Consultant agrees to maintain in confidence all Proprietary Information as may be disclosed or made available to it by NJ TRANSIT. Except in accordance with the terms of this Agreement, the Consultant may neither use nor disclose any Proprietary Information without NJ TRANSIT's prior written permission. The Proprietary Information may be disclosed to employees, or agents within, or associated with, the organization of the Consultant who are involved in the Services, but only on a limited, need-to-know basis. In addition, the Consultant will exercise due diligence to maintain that Proprietary Information in confidence. In this Agreement, "due diligence" means at least the same precautions and standard of care which the Consultant uses to safeguard its own proprietary information.
- 3. No Obligation As to Certain Information. This Agreement is made with the understanding, however, that there is no obligation imposed regarding information that (a) now or later becomes generally known or available through no act or omission on the part of the Consultant; (b) is already known to the Consultant at the time it was first disclosed to it under this Agreement (as shown by the Consultant's files and records prior to disclosure); (c) is furnished by NJ TRANSIT to third parties with written permission to disclose provided by NJ TRANSIT; (d) is received by the Consultant from a third party under no obligation of confidence; (e) is independently created by the Consultant without reference to or reliance upon the Proprietary Information provided by NJ TRANSIT; or (f) was disclosed by the Consultant in response to a valid order by a court or other governmental body, such disclosure was otherwise required by law, or such disclosure was necessary to establish the rights of either party under

this Agreement (provided that the Consultant provided NJ TRANSIT with a reasonable opportunity to seek protective legal treatment for such information).

- 4. Term. This Agreement shall commence as of the date first set forth above and shall continue until terminated by NJ TRANSIT or until the information is released for dissemination to the general public. Notwithstanding the foregoing, the confidentiality obligations set forth in Section 2 herein shall survive termination, unless an exception, as described in Section 3, applies.
- 5. **Return of Proprietary Information**. All Proprietary Information furnished under this Agreement is and will remain the property of NJ TRANSIT and will be either returned to it by the Consultant promptly upon request, together with any copies of the Proprietary Information, or destroyed, as certified by the Consultant.
- 6. Right to Injunctive Relief. The parties recognize that any actual or threatened disclosure of Proprietary Information in violation of this Agreement may cause NJ TRANSIT irreparable harm for which monetary damages would be an insufficient remedy, and that NJ TRANSIT will be entitled to seek injunctive relief or a decree of specific performance upon a proper showing of such a violation, without the necessity of demonstrating actual monetary damage and without any requirement to post any bond or other security therefor.
- Miscellaneous. This Agreement is binding upon the Consultant's officers, directors, employees, agents, subsidiaries, parent companies, successors-in-interest and other corporate affiliates. It may not be assigned by the Consultant. If any term of this Agreement is held to be illegal or unenforceable, such holding will not affect the validity of the remaining provisions of this Agreement. This Agreement contains the entire understanding of the parties regarding its subject matter, and it supersedes all prior agreements or understandings between the parties on such subject(s). This Agreement will be construed in accordance with the laws of the State of New Jersey, without regard to choice of law provisions. The parties acknowledge that this Agreement may not be modified except in writing and duly signed by the parties.
- 8. **Authority**. Each individual signing this Agreement warrants that he/she is authorized to and by his/her signature does intend to bind the corporation, limited liability company or other entity for which he/she purports to act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Signature

David Cimino

**Printed Name** 

Sr. Director, Contracts Unit

Title

14 Oct 2020

Date

(Consultant)

Signature

Albert N. Beninato

**Printed Name** 

**Executive Vice President** 

September 20, 2018

Date

08/2018 Federal

#### **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

Proposers are required to acknowledge receipt of all addenda issued prior to the proposal due date. This acknowledgment is made by the proposer, if an individual; by a partner, if a partnership; or by an officer of the corporation, if a corporation.

The undersigned acknowledges receipt of the following addenda.

	Addendum Number		<u>Date</u>
	Addendum No. 1		September 13, 2018
	Addendum No. 2	_	September 28, 2018
	Addendum No. 3	<b>-</b> i	October 15, 2018
	Addendum No. 4		October 23, 2018
	Addendum No. 5		November 5, 2018
Ву:	Albert N. Beni	Official's Title	ve Vice President
		Company Name	!

Please see Exhibit 5 in AECOM section



# STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

#### **OWNERSHIP DISCLOSURE FORM**

	#: RFP No. 18-015	VENDOR {BIDDER}:	Mott MacDonald, LLC		
CONTR	ACT WITH THE STATE ARE RE	PART 1 CHECKING EITHER THE "YES" OR THE QUIRED TO COMPLETE THIS FORM PL OR/BIDDER IS A NON-PROFIT ENTITY,	JRSUANT TO N.J.S.A	. 52:25-24.2	ING INTO A
<ol> <li>Are there any</li> </ol>	vindividuals, corporations, pa	rtnerships, or limited liability companio	es owning a 10%	YES	NO
or greater int	terest in the Vendor {Bidder}?	The state of the s	23 OWITHING B 2078	1	
IF T IF THE /	HE ANSWER TO QUESTION 1 ANSWER TO QUESTION 1 IS "	IS "NO", PLEASE SIGN AND DATE THE YES", PLEASE ANSWER QUESTIONS 2 -	FORM. - 4 BELOW.	ت	Ш
<ol> <li>Of those parting individuals?</li> </ol>	ies owning a 10% or greater in	nterest in the Vendor {Bidder}, are any	of those parties	$\Box$	
<ol> <li>Of those participations,</li> </ol>	ies owning a 10% or greater in partnerships, or limited liab	nterest in the Vendor {Bidder}, are any illity companies?	of those parties		
If your answe the corporation	r to Question 3 is "YES", are tl on, partnership, or limited liab	here any parties owning a 10% or grea pility company referenced in Question	ter interest in 3?	<b>√</b>	
IF ANY OF THE AN	NSWERS TO QUESTIONS 2 - 4	ARE "YES", PLEASE PROVDE THE REQU	JESTED INFORMATIO	ON IN PART	2 BELOW.
PL	EASE PROVIDE FURTHER INFO	PART 2  ORMATION RELATED TO QUESTIONS 2	2 – 4 ANSWERED AS	"YES".	
If you answered "\ artnerships, and/o these entities is its	YES" for questions 2, 3, or 4, y or limited liability companies o elf a corporation, partnership	ou must disclose identifying information on must disclose identifying information on must disclose identifying information on must be a second or greater interest in the property of the company, you must be a second or limited liability company. The company or limited liability company.	on related to the indi Vendor (Bidder). Fu t also disclose all par	ividuals, con orther, if one ties that ow	or more of n a 10% or
If you answered "' artnerships, and/o these entities is its greater inter	YES" for questions 2, 3, or 4, y or limited liability companies o elf a corporation, partnership	ORMATION RELATED TO QUESTIONS 2 rou must disclose identifying information owning a 10% or greater interest in the type of imited liability company, you must	on related to the indi Vendor (Bidder). Fu t also disclose all par	ividuals, con orther, if one ties that ow	or more of n a 10% or
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If you answered "' artnerships, and/o these entities is its greater inter	YES" for questions 2, 3, or 4, y or limited liability companies o elf a corporation, partnership	ou must disclose identifying information on must disclose identifying information on must disclose identifying information on must be a second or greater interest in the property of the company, you must be a second or limited liability company. The company or limited liability company.	on related to the indi Vendor (Bidder). Fu t also disclose all par	ividuals, con orther, if one ties that ow	or more of n a 10% or
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If you answered " artnerships, and/o these entities is its greater inter  NAME ADDRESS 1 ADDRESS 2 CITY  NAME ADDRESS 1 ADDRESS 2 CITY  NAME NAME ADDRESS 2 CITY	YES" for questions 2, 3, or 4, y or limited liability companies o elf a corporation, partnership	cou must disclose identifying informations and sound and sound are sound as a	on related to the indivendor (Bidder). Fut also disclose all parties information is required.	ividuals, con orther, if one ties that ow	or more of n a 10% or

ENTITY NAME	Mott MacDonald Group, Inc.				
PARTNER NAME	N/A				
ADDRESS 1	111 Wood Avenue South				
ADDRESS 2					
CITY	Iselin	STATE	NJ	ZIP	08830
ENTITY NAME					
PARTNER NAME					, valdeple
ADDRESS 1					
ADDRESS 2					
CITY		STATE		ZIP	
ENTITY NAME				_	
PARTNER NAME					
ADDRESS 1					. ,
ADDRESS 2					
CITY		STATE		ZIP	
ENTITY NAME					
PARTNER NAME					
ADDRESS 1					
ADDRESS 2					
CITY		STATE		ZIP	
Attach Additional	Sheets If Necessary.				
			·		
nich is publicly trad	comply with the ownership disclosure reled may submit the name and address on tor greater beneficial interest in the pu	f each publ	icly traded entity and the	name a	nd address of each persor

or greater beneficial interest. N.J.S.A. 52:25-24.2.

#### **CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor (Bidder) is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do po, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

1 hat much	September 2,2018
Signature (Do not enter vendor ID as a signature)	Date
Albert N. Beninato, PE, Executive Vice President	
Print Name and Title	-
FEIN/SSN	•

### Mott MacDonald, LLC

### **Officers**

Nicholas M. DeNichilo Albert N. Beninato David P. White Jeffrey T. Hilla Michael M. Gennaro Michael Vitale Richard Walker II Randy Spence Garland D. Herring Mark G. O'Connor President
Exec. Vice President
EVP & Asst. Secretary
EVP & Treasurer
EVP & Secretary
Senior Vice President
Senior Vice President
Vice President
Asst. Vice President
Asst. Secretary

# MOTT MACDONALD, LLC STATEMENT OF OWNERSHIP

Mott MacDonald, through several of its wholly owned subsidiaries, has been providing engineering services in the United States for nearly 100 years. With more than 60 offices and 2300 employees in the United States and Canada, Mott MacDonald's North American subsidiaries combine to be ranked as one of the largest engineering companies in the United States.

Mott MacDonald, LLC, a Delaware limited liability company, is a wholly owned subsidiary of Mott MacDonald Group, Inc., a Delaware Corporation headquartered in Iselin, New Jersey. Mott MacDonald Group, Inc. is 100% owned by Mott MacDonald International Limited, a corporation organized under the laws of England. Mott MacDonald International Limited is 100% owned by Mott MacDonald Group Limited, a corporation organized under the laws of England.

No individual shareholder owns more than 10% of Mott MacDonald Group Limited.

MOTT MACDONALD, LLC

Albert N. Beninato, P.E.

**Executive Vice President** 

08/2018 Federal

### N.J.S.A 52:34-13.2 CERTIFICATION

### SOURCE DISCLOSURE CERTIFICATION FORM

Consultant: Mott MacDonald, LLC	Contract Number: RFP No. 18-015
I hereby certify and say:	
I have personal knowledge of the facts set forth herei the Consultant.	n and am authorized to make this Certification on behalf of
The consultant submits this Certification as part of its by NJ TRANSIT, in accordance with the requirements	proposal in response to the referenced solicitation issued of N.J.S.A. 52:34-13.2.
The following is a list of every location where services subconsultants.	will be performed by the consultant and all
Consultant or Subconsultant Description of S  Mott MacDonald, LLC Construction Man	
Any changes to the information set forth in this Certific referenced solicitation or extension thereof will be improported to the contracts, NJ TRANSIT Corporation, One Penn Plaza	cation during the term of any contract awarded under the nediately reported by the consultant to the Director of a East, Newark, NJ 07105.
I understand that, after award of a contract to the conservices declared above to be provided within the Uniwritten determination by the Contracting Officer, that to consultant shall be deemed in breach of contract, which pursuant to Article 16 of the Professional Services Agreement	ted States to sources outside the United States prior to a he services cannot be performed in the United States, the ch contract will be subject to termination for cause
I further understand that this Certification is submitted TRANSIT to accept a proposal, with knowledge that N contained herein.	on behalf of the consultant in order to induce NJ IJ TRANSIT is relying upon the truth of the statements
I certify that, to the best of my knowledge and belief, to any of the statements are willfully false, I am subject to	ne foregoing statements by me are true. I am aware that if punishment.
Consultant: Matt MacDonald, LLC  Name of Organization or Entity]	Title: Executive Vice President
Print Name: Albert N. Beninato	Date: September 2,2018

08/2018 Federal

### DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

IFB/RFP No.: RFP No. 18-015	Bidder/Proposer:	Mott MacDonald, LLC
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#### **PART 1: CERTIFICATION**

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the State of New Jersey, Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found at the following website:

http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he 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

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

#### 2. *OR*

□ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

### <u>PART 2:</u> PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.
IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE COPY AND COMPLETE THIS SHEET AND SUBMIT IT WITH YOUR BID.

Name	Relationship to Bidder/Offeror
Description of Activities	
Duration of Engagement	Anticipated Cessation Date  Contact Phone Number
Name Description of Activities	Relationship to Bidder/Offeror
	Anticipaled Cessation Date Contact Phone Number
and complete. I attest that I am authorized above-referenced person or entity. I acknowled the information contained herein and there obligation from the date of this certification. State to notify the State in writing of any cherein. I acknowledge that I am aware that or misrepresentation in this certification, as criminal prosecution under the law and that	Is thereto to the best of my knowledge are true of to execute this certification on behalf of the owledge that the State of New Jersey is relying on beby acknowledge that I am under a continuing in through the completion of any contracts with the hanges to the answers of information contained at it is a criminal offense to make a false statement and if I do so, I recognize that I am subject to get it will also constitute a material breach of my and that the State at its option may declare any void and unenforceable.
Title:Executive Vice President	Date: _September 20, 2018

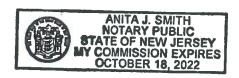
08/2018 Federal

### **CONTRACTOR'S CERTIFICATION OF ELIGIBILTY**

TheMott MacDonald, LLC	_ (Insert Name of Company) hereby certifies that	
it is not listed on the State of New Jersey, Department of	of Labor and Workforce Development, Division of	
Wages and Hour Compliance, Prevailing Wage Debarm	nent List or on the State of New Jersey,	
Department of Treasury, Consolidated Debarment Repo	ort.	
Mott MacDonald, LLC	(Insert Name of Company) no no	
exclusion on the consolidated U.S. Government, System	ns for Award Management (SAM) database.	
I, being duly authorized, certify that the information supp		
my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of		
the foregoing statements made by me are willfully false, I am subject to punishment.		
	Why brounds	
	Signature	
	Albert N. Beninato	
	Type or Print Name	
	Executive Vice President	
	Title	
	September 2, 2018	
	Date	

#### **NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY **COUNTY OF Middlesex** Albert N. Beninato of the City of Iselin in the County of Middlesex and the State of New Jersey of full age, being duly sworn according to law on my oath depose and say that: **Executive Vice President** of the firm Of Mott MacDonald, LLC the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project. I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Mott MacDonald, LLC (Name of Contractor). (Also type or print name of affiant under signature) Albert N. Beninato, Executive Vice President Subscribed and sworn to before me this



My commission expires <u>October 18</u> 20 2 2

## **EXHIBIT 11**

08/2018 Federal

#### **AFFIDAVIT OF COMPLIANCE**

I, _	Albert N. Beninato	(name	of individual),	executing
this	document on behalf of the undersigned company, partnership, corpora	ation, or	entity hereinaft	er referred
to a	as "Contractor", presently seeking to do business with NJ TRANSIT by	/ way of	a Request for	Proposals
("R	FP") or Invitation for Bids ("IFB"), hereby warrant and affirm to NJ TRA	NSIT as	s follows:	

- 1. I warrant and affirm that Contractor has received a copy of NJ TRANSIT's Code of Vendor Ethics and that I have read and studied this document and distributed this document to all of Contractor's personnel involved in seeking to do business with NJ TRANSIT and required said personnel to fully read this document. In addition, I further warrant and affirm that Contractor has received from NJ TRANSIT a document entitled "Important Notice to All Contractors and Consultants" and that I have read and studied this document, including the page setting forth various New Jersey statutory provisions, and that Contractor has distributed this document to all of Contractor's personnel involved in seeking to do business with NJ TRANSIT and required said personnel to fully read this document.
- 2. Contractor warrants and affirms that it has issued written instructions to all of Contractor's personnel involved in seeking to do business with NJ TRANSIT instructing and requiring same to strictly adhere to the Contractor's responsibilities as set forth in NJ TRANSIT's Code of Vendor Ethics and in the "Important Notice to All Contractors and Consultants".
- 3. Contractor warrants and affirms that during the bidding or proposal process for the contract with NJ TRANSIT, no gratuities or other inducements have been offered or given or will be offered or given in any form including gifts, gratuities, benefits, inducements, meals (other than *de minimis* valued snacks such as coffee, tea, soda, pretzels, cookies, or similar non-meal items), entertainment, or any other thing of value or favors of any kind to any member of NJ TRANSIT's Board of Directors, officer or employee of NJ TRANSIT.
- 4. The Contractor warrants and affirms that during the RFP or IFB process for the contract with NJ TRANSIT, Contractor has not and will not make any offers of employment to any member of the NJ TRANSIT Board of Directors, officer or employee directly involved with this contract or solicit or interview therefor, directly or indirectly, without first seeking and obtaining written approval from NJ TRANSIT's Ethics Liaison Officer.

- 5. The Contractor warrants and affirms that during the RFP or IFB process for the contract with NJ TRANSIT it has and shall promptly report in writing to NJ TRANSIT every instance that comes to the Contractor's attention and knowledge regarding any member of NJ TRANSIT's Board of Directors, officer or employee of NJ TRANSIT who has solicited or asked Contractor to provide gifts, gratuities, benefits, inducements, meals (other than *de minimis* valued snacks such as coffee, tea, soda, pretzels, cookies, or similar non-meal items), entertainment or any other thing of value or favors of any kind or has made any solicitation or request, directly or indirectly, for employment with or through the Contractor.
- 6. The Contractor acknowledges and accepts that for breach or violation of the foregoing warranties and affirmations, NJ TRANSIT shall have the discretion and legal right to disqualify Contractor from bidding or proposing for a contract between the Contractor and NJ TRANSIT.

(Print Name of Contractor)

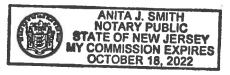
(Signature of Authorized Principal or Officer)

Albert N. Beninato, Executive Vice President

(Print Name and Title of Signator)

Sworn to and Subscribed to before me, this

20 th day of September, 20 18



## **EXHIBIT 12**

#### **NEW JERSEY TRANSIT CORPORATION**

# CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS (BYRD ANTI-LOBBYING CERTIFICATION)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to 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 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to 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 this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Authorized Official

Albert N. Beninato

Print Name

Executive Vice President

Title

Mott MacDonald, LLC

Firm

September 20, 2018

Date

#### NJ TRANSIT CONTRACT NO. 20-005X VENDOR'S CERTIFICATION OF NO FEDERAL TAX LIABILITY OR FELONY CONVICTION

	On behalf of Mott MacDonald Li	LC
(Name the dat	e of Entity/Company/Business Association) (her ate of execution of this Certification, we:	einafter "we"), I hereby certify that, as of
1.	Do not have any unpaid Federal tax liability that and administrative remedies have been exhausted a timely manner pursuant to an agreement with tax liability; and we	ed or have lapsed, that is not being paid in
2.	Have not been convicted of any felony criminal preceding 24 months; and we	violation under any Federal law within the
3.	Agree that, if awarded any contract by NJ TR subcontractors or subconsultants involved in the sub-subconsultants, etc.), without regard to the subagreement, etc.), also satisfy the condition Certification.	is work (including sub-subcontractors and value of any such subagreement (or sub-
2 of thi subcon	We further understand and acknowledge that the the and until the date of any contract award. If any is Certification change prior to the date of contract insultant (or sub-subcontractor or sub-subconsultant SIT contracting officer.	of the conditions stated in Paragraphs 1 or et award, for us or for any subcontractor or
correct	I certify under penalty of perjury that the foreget. I am aware that if any of the foregoing statement to punishment.	oing statements made by me are true and ents made by me are willfully false, I am
	Туј	Arthur D. Silber De or Print Name
	E <sub>1</sub> Tit	secutive Vice President + le Northeast Unit General Mango
		1 /2/

# **Business Registrations**



Taxpayer Name: MOTTMACDONALD, AECOM

Trade Name: AECOM MOTT MACDONALD

Address: 30 KNIGHTSBRIDGE ROAD

PISCATAWAY, NJ 08854

**Certificate Number:** 2447872

**Effective Date:** May 08, 2020

**Date of Issuance:** May 13, 2020

For Office Use Only:



Taxpayer Name:

AECOM TECHNICAL SERVICES, INC.

**Trade Name:** 

Address:

30 KNIGHTSBRIDGE ROAD, STE 520

PISCATAWAY, NJ 08854-3963

**Certificate Number:** 

0096113

**Effective Date:** 

July 01, 1991

Date of Issuance:

November 26, 2018

For Office Use Only:



Taxpayer Name:

MOTT MACDONALD LLC

Trade Name:

Address:

111 WOOD AVENUE SOUTH

ISELIN, NJ 08830-4112

Certificate Number:

1169109

**Effective Date:** 

August 01, 2005

Date of Issuance:

July 25, 2016

For Office Use Only:

DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252

TAXPAYER NAME:

COLLINS ENGINEERS, INCORPORATED

ADDRESS:

123 N WACKER DR STE 300 CHICAGO IL 60606 EFFECTIVE DATE:

05/27/04

TRADE NAME:

SEQUENCE NUMBER:

1065343

ISSUANCE DATE:

08/25/10

Director New Jersey Division of Revenue

888

MALORY DOUGRARY

Hos Certificate is NOT, assignable or transferable. It must be conspicuously displayed at above address.......



**Taxpayer Name:** AMER-COM CORP.

**Trade Name:** 

Address: 1259 ROUTE 46 EAST, BLDG.2

PARSIPPANY, NJ 07054

Certificate Number: 0078542

**Effective Date:** February 06, 1991

**Date of Issuance:** August 11, 2016

For Office Use Only:

## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252

TAXPAYER NAME:

AMER-COM CORP.

TAXPAYER IDENTIFICATION#

223-045-444/000

ADDRESS 1259 RTE 46 E BLDG 1 PARSIPPANY NJ 07054

EFFECTIVE DATE:

07/28/80

FORM-BRC(08-01)

TRADE NAME:

CONTRACTOR CERTIFICATION#

0078542

ISSUANCE DATE:

09/13/01

Director, Division of Revenue

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address



#### New Jersey Division of Revenue

#### **On-Line Registration Change Service**

Revenue NJBGS

Filing Acknowledgement (Print this page for proof of filing)

Taxpayer ID	
Confirmation Number	000277908986

The following changes were made:

1. Business/Mailing Address(es) changed

Login Page



**Taxpayer Name:** T.Y. LIN INTERNATIONAL

Trade Name:

**Address:** 100 ENTERPRISE DRIVE, SUITE 510

ROCKAWAY, NJ 07866

Certificate Number: 0843756

Effective Date: January 01, 1978

**Date of Issuance:** February 13, 2020

For Office Use Only:



**Taxpayer Name:** 4 U SERVICES, INC.

**Trade Name:** STELLAR SERVICES

Address: 70 W 36TH ST STE 702

NEW YORK, NY 10018

**Certificate Number:** 0058023

Effective Date: September 21, 1998

**Date of Issuance:** September 21, 2020

For Office Use Only:

Taxpayer Identification#

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione

Director

New Jersey Division of Revenue

STATE OF NEW JERSEY **BUSINESS REGISTRATION CERTIFICATE** 

DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252

TAXPAYER NAME:

PROJECT MANAGEMENT TECHNOLOGIES, INC.

ADDRESS:

714 EAST MAIN ST. UNIT 2C **MOORESTOWN NJ 08057** EFFECTIVE DATE:

08/29/85

TRADE NAME:

PROMATECH INC

SEQUENCE NUMBER:

0073279

**ISSUANCE DATE:** 

02/05/20

Director New Jersey Division of Revenue

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



Taxpayer Name: MODJESKI AND MASTERS, INC.

Trade Name:

Address: 133 GAITHER DRIVE, SUITE O

MOUNT LAUREL, NJ 08054

Certificate Number: 0090643

Effective Date: January 14, 1992

**Date of Issuance:** April 08, 2020

For Office Use Only:



Taxpayer Name: GARG CONSULTING SERVICES INC

**Trade Name:** 

Address: 13 ROSZEL ROAD, SUITE C-223

PRINCETON, NJ 08540

Certificate Number: 0078435

Effective Date: April 25, 1990

**Date of Issuance:** March 06, 2020

For Office Use Only:



**Taxpayer Name:** DAN BROWN AND ASSOCIATES PC

**Trade Name:** 

Address: 300 WOODLANE ROAD

SEQUATCHIE, TN 37374

**Certificate Number:** 

**Effective Date:** 

**Date of Issuance:** September 28, 2020

For Office Use Only:

# **NJ TRANSIT AGREEMENT NO. 18-015 CONSTRUCTION MANAGEMENT SERVICES FOR THE RARITAN RIVER** BRIDGE REPLACEMENT PROJECT **EXHIBIT F - ADDENDA**

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



September 13, 2018

#### **ADDENDUM NO. 1**

Re: NJ TRANSIT Request for Proposal (RFP) No. 18-015
Construction Management Services for the Raritan River Bridge Replacement
Project

To Whom It May Concern:

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

#### I. GENERAL PROJECT INFORMATION

1. Pre-Proposal Conference

The sign-in sheets and business cards received from the Pre-Proposal Conference held on Tuesday, September 11, 2018, are attached hereto as Addendum No. 1 - Attachment A.

2. RFP Section I.E - Drawing Review

Replace RFP Section I.E – Drawing Review with the following:

NJ TRANSIT will not be releasing the drawings for the Raritan River Bridge Replacement Construction Projects at this time. However, a Proposer may view the documents, in-person only at NJ TRANSIT Headquarters, by scheduling an appointment with Taishida Chapman at tchapman@njtransit.com at least one (1) calendar day[s] prior to the requested date and time. The only available dates and times are listed below.

Date	Time
September 12, 2018	10:00 am - 11:30 am <b>or</b> 2:00pm - 3:30pm
September 13, 2018	10:00 am - 11:30 am <b>or</b> 2:00pm - 3:30pm
September 14, 2018	10:00 am - 11:30 am <b>or</b> 2:00pm - 3:30pm

The in-person drawing review is solely for firms that will be submitting a proposal in response to the RFP for the Construction Management Services. Firms that choose to review the drawings in-person in connection with this RFP should be aware that such review may result in the firm's disqualification from submitting bids on the actual construction of the Raritan River Bridge Replacement due to, among other things, a potential conflict of interest and the firm's additional time with the drawings.

RFP No. 18-015 Page 1 of 2 Addendum No. 1 – 9/13/18

3. RFP Exhibit No. 3 – NJ TRANSIT Corporation's DBE Requirements

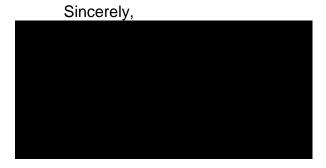
Replace RFP Exhibit No. 3 – NJ TRANSIT Corporation's DBE Requirements with the attached DBE Requirements for Race-Conscious Federal Procurement Activities attached hereto as Addendum No. 1 - Attachment B.

4. RFP Attachment C - Draft Summary Schedule

Add the attached Draft Summary Schedule attached hereto as Addendum No. 1 – Attachment C.

#### FOR PROSPECTIVE PROPOSERS ONLY

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



RFP No. 18-015 Page 2 of 2 Addendum No. 1 - 9/13/18

#### NJ TRANSIT RFP NO. 18-015 ADDENDUM NO. 1

#### **ATTACHMENT A**

PRE-PROPOSAL CONFERENCE SIGN-IN SHEET AND BUSINESS CARDS

RFP No. 18-015 Addendum No. 1-9/13/18



Date: September 11, 2018

Time: 10:00 a.m.

Name	Company Name	Phone Number	Email Address	DBE Firm Y/N
JAMES Lowguenth	Schinuone			10
Chris Carker	GHC			N
GLOWN Macks	AECOM			
Tou HARDECC	6HC			
Greatin Brochuse	le Techno			COME
MICHAEL GASPARTICE				V
DANIEL MA				
AYESHA DOWS	COM SMITH			
HWAY SANDER	HA145			w
WENTER HABERHA	IN MCKISSAK			m N



Date: September 11, 2018

Time: 10:00 a.m.

Name	Company Name	Phone Number	Email Address	DBE Firm Y/N
Victoria Malaszetki	Envision Consultants			Yes
Maney alumala	ENYISION (UBUL			1/R/
Fred Rhyner	/			N
ATLY BOTAS	AMER COM			Y
Mike Naughton	HDR			~
ALIM BAYCORA	AEcom			$\sim$
Moe Seliman	Neik			<b>Y</b>
Frank Cole	Ama-Com			1)
PRAKASH DONDE	TECHNO			on Y
GEORLE DUDS	HILL			N'



Date: September 11, 2018

Time: 10:00 a.m.

Name	Company Name	Phone Number	Email Address	DBE Firm Y/N
Davilleymeister	Jacobs			n N
Davilleymeister Michael Bruno	14 by Ginber			
Thomas P. O Cornor	Azzon			N
Carrie Streatte	Promatech Inc			Y
Tou Napolitano	· · · · · · · · · · · · · · · · · · ·			N
Martin Postik	Michael Baker			848.85
Angelica Augusty	in Gedeon GRC			yes
7				



Date: September 11, 2018

Time: 10:00 a.m.

Name	Company Name	Phone Number	Email Address	DBE Firm Y/N
MARK PYRCELL	HILL INTERNATIONAL			×1
KEVIN CLARK	LANE CONSTRUCTU			N
MICHAEL MARTIN	SysteA			N
GREG JOHN DON	GREENMAN - SEDERSEN			. ~
GARRY NUNES	WSP			: X/
Joseph North	RailPros			5
INDRA NAYGE	ASHOKA GONSULTIN			YES
Jim TAKAGE	51			$\sim$
Thomas Nodan	Urban Engineers			N



Date: September 11, 2018

Time: 10:00 a.m.

Name	Company Name	Phone Number	Email Address	DBE Firm Y/N
Craig F Stewart	HcKissaek			W
George Pristach	GARG			Y
Pete DAvis	HDR			20H N
Ray Moran	WSP			N
Chintan Sheth	Omsum Engineering			035
Robert Parylak	mott Mac Douald			N



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#### NJ TRANSIT RFP NO. 18-015 ADDENDUM NO. 1

#### ATTACHMENT B

RFP EXHIBIT NO. 3 – NJ TRANSIT'S DBE REQUIREMENTS FOR RACE-CONSCIOUS FEDERAL PROCUREMENT ACTIVITIES

RFP No. 18-015 Addendum No. 1-9/13/18

NJT Contract #: 18-015

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 <a href="https://njucp.dbesystem.com">https://njucp.dbesystem.com</a>. 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. <u>Firms must be certified under the NJUCP at the time of contract award in order to obtain DBE credit toward the goal</u>. Firms pending certification will not count toward meeting the contract goal.
- 1.4.3 Price alone is not an acceptable basis for rejecting a DBE subcontractor/subconsultant's bid.
- 1.4.4 The Bidder/Proposer/Prime shall, at a minimum, seek DBEs in the same geographic area in which it generally seeks subcontractors/subconsultants. However, the Bidder/Proposer/Prime may be required to expand its search under specific circumstances as determined by OBD. Refer to article 2.0
- 1.4.5 Agreements between a Bidder/Proposer/Prime and a DBE in which the DBE promises not to provide subcontracting quotations to other Bidder/Proposers are prohibited.
- 1.4.6 The desire of a Bidder/Proposer/Prime to self-perform the work of a contract with its own organization is not an acceptable basis to not meet the goal or demonstrate a good faith effort to do so.
- 1.4.7 The Bidder/Proposer/Prime is responsible for verifying that the DBE is certified under the appropriate NAICS code for the scope of work identified. DBE credit shall be given only for work performed in the NAICS code(s) under which the DBE is certified.
- 1.4.8 A DBE firm listed on the First-Tier DBE Utilization Form (Form A) shall constitute a binding representation to NJT, by the Bidder/Proposer/Prime, that the DBE firm is qualified, available, and certified under the appropriate and required NAICS code to perform the scope of work identified. Refer to article 2.5a

#### 1.5 TRANSIT VEHICLE MANUFACTURERS (TVM)

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

vehicles in lieu of complying with the procedures of this section.

#### 1.6 RESPONSIBLE BID/PROPOSAL CRITERIA

- 1.6.1 As a matter of responsibility, the two lowest Bidders or two highest ranked Proposers must submit the required forms, including the supplemental section (if applicable), with the bid/proposal or within five (5) calendar days after the bid opening or proposal due date. Notwithstanding the date of submission of the mandatory DBE forms, all negotiations between a Bidder and any potential DBE subcontractor, subconsultant, or supplier shall be completed prior to the bid opening or cost proposal due date.
  - Bidders/Proposers shall identify all DBE and non-DBE subcontractors, subconsultants, and suppliers proposed to participate in and those solicited for this Contract, and shall complete and submit the mandatory DBE Forms A, A1, A2, and B. The two lowest Bidders or two highest ranked Proposers must also submit NJ Unified Certification Program (NJUCP) certificate or letter for all potential DBE subcontractors. Additionally, the two lowest Bidders or two highest ranked Proposers shall submit any applicable supplemental forms (AA, AA1, AA2, BB, and D). All DBE forms and NJUCP certificates or letters shall be submitted with the Bid or within five (5) calendar days of the bid opening date. However, Bidders are strongly encouraged to submit all mandatory documents with the Bid to prevent delay of the Contract award.
- 1.6.2 Bidders are requested to review carefully and complete the forms entirely, with no blank fields. Failure to satisfactorily complete or submit all required documentation and/or demonstrate documented evidence of good faith effort within five (5) calendar days shall result in rejection of a Bid as non-responsible.
- 1.6.3 If the two lowest Bidders/highest ranked Proposers submit the DBE forms, but fail to meet the DBE goal, the OCR/OBD will consider the efforts made to determine if a Bidder/Proposer/Prime has in fact demonstrated a good faith effort. See article 2.0
- 1.6.4 If it is determined that satisfactory good faith efforts were not made to include DBE participation on the contract, NJT shall consider awarding the contract to the next lowest bidder or highest ranked proposer who offers a reasonable price, meets the DBE goal and other bid requirements or requirements of 49 CFR Part 26 and/or satisfactorily demonstrates documented evidence of good faith effort.

#### 2. GUIDANCE ON A GOOD FAITH EFFORT

- 2.1 To demonstrate a good faith effort to meet the DBE goal, a Bidder/Proposer/Prime shall provide written documentation in addition to Form D (article 2.3e), of the steps it has taken, prior to the bid opening/proposal due date, or during the life of the contract to obtain DBE participation. The Bidder/Proposer/Prime can meet this requirement in either of two ways:
  - (1) The Bidder/ Proposer/Prime can meet the goal.
  - (2) The Bidder/Proposer/Prime shall exhaust the available options referenced in article 2.2 in making a continuous good faith effort to meet the assigned contract goal for the life of the contract.
- (a) The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.
- (b) In determining a good faith effort, the OBD will consider the <u>quality</u>, <u>quantity</u>, and <u>intensity</u> of the different kinds of efforts that the Bidder/Proposer/Prime has made. Mere *pro forma* efforts will not be considered as DBE Requirements for Federal Procurement Activities Sept 15, 2010 updtd 12.11.17

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 <u>not reject</u> 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) <u>Form A1 Bidder/Proposer Solicitation and Contractor Information</u>: Lists all DBE and Non-DBE sub contractor/subconsultants, including suppliers, solicited for, and participating on this contract.
- (c) <u>Form A2- Non-DBE Sub Utilization</u>: Lists all DBE and Non-DBE subcontractors/ subconsultants, including suppliers, participating on this contract.
- (d) Form B Intent to Perform as a DBE Sub: Identifies the work the 1<sup>st</sup> Tier DBE intends to perform including scope of work, subcontract dollar value, etc.
- (e) <u>DBE Good Faith Effort Form (if applicable):</u> Identifies any DBE subcontractor invited to quote, but declined to do so for any reason.
- (f) <u>Trucking Commitment Agreement (if applicable):</u> Identifies all trucking firms (DBE and Non-DBE) participating on this contract, at any tier.
- (g) NJ UCP DBE Certification & NAICS Code Verification: Confirms the DBE status and NAICS code(s) of each First Tier DBE subcontractor/subconsultant.
- (h) \*Form E Contractor's Monthly DBE Payment Report & Payment Certification Voucher (Post-Award): Records monthly payments issued to each DBE subcontractor/subconsultant/supplier and monthly payments issued by NJ TRANSIT to the Prime. Certifies that DBE subs have been paid for previous month's invoices.
- (i) Form E2 DBE's Monthly Payment Report (Post-Award): Records monthly invoices submitted by the DBE, payments owed to the DBE on past due invoices and payments received from the prime by each DBE subcontractor/subconsultant.

(j) <u>Form E1- DBE Prime's Monthly Payment Report (For DBE Prime Only)</u>: Records monthly payments <u>issued</u> to each DBE Prime by NJ TRANSIT to.

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

#### 2.4 SUPPLEMENTAL REQUIRED FORMS (IF APPLICABLE)

- (a) Form AA Second Tier DBE Utilization: Lists all Second Tier DBE firms scheduled to participate on the DBE sub-Prime's contract.
- (b) <u>Form AA1 Second Tier Bidder/Proposer Solicitation and Contractor Information</u>: Lists all Second Tier DBE firms participating on this contract as indicated on Form AA and Form AA2.
- (c) <u>Form AA2- Second Tier Non-DBE Sub Utilization:</u> Lists all DBE and Non-DBE firms including suppliers participating on the DBE sub-Prime's contract.
- (d) <u>Form BB Intent to Perform as a Second Tier DBE Sub</u>: 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 <u>fee/commission only</u>, *not the cost of materials or supplies*. See article 3.0 for direction on determining credit toward the goal.

(3) A detailed scope of work must be provided; one-word descriptions are not acceptable. (Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at \$34.00 a ton).

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

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

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

Bidders/Proposers are required to report and submit all dollars committed to non-DBE subcontractors/subconsultants/suppliers. The non-DBE portion of work is **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 aton).

#### (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:** <u>The Bidder/Proposer/Prime is prohibited from completing any portion of the form and from directing DBE(s) to sign a blank form.</u>

- (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; <u>one-word descriptions are not acceptable</u>. Descriptions should include: *type of services provided, total number of units, price per unit, total cost, etc.*

#### (e) <u>DBE Good Faith Effort</u>: (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) <u>Trucking Commitment Agreement: (If Applicable)</u>

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 <a href="https://njucp.dbesystem.com">https://njucp.dbesystem.com</a> and <a href="https://njucp.dbesystem.com">www.census.gov/eos/www/naics/</a>.

## (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).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 3.0 GUIDANCE ON COUNTING DBE PARTICIPATION

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

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

#### 3.2 COUNTING DBE PARTICIPATION

- 3.2.1 When a DBE participates in a contract, only the value of the work actually performed by the DBE is counted toward DBE goals.
- (a) The entire amount of that portion of a contract that is performed by the DBE's own forces is counted. This includes the cost of supplies and materials obtained by the DBE for the work of the contract, as well as supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor/subconsultant purchases or leases from the Prime contractor or its affiliate).
- 3.2.2 The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, is counted toward DBE goals, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services by a DBE.

#### 3.3 DBE PRIME CONTRACTOR GUIDANCE

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

#### 3.4 DBE TRUCKING FIRMS GUIDANCE

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

#### 3.5 LEASING TRUCKS

- 3.5.1 Leased trucks must display the name and identification number of the DBE.
- 3.5.2 The DBE may lease trucks from another DBE firm, including an owner-operator that is certified as a DBE.
  The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- 3.5.3 The DBE may also lease trucks from a non-DBE firm, including an owner-operator.
- (a) The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
- 3.5.4 For the purposes of this section (Leasing), a lease must indicate that the DBE has exclusive use of and control over the truck.
- (a) This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck.

#### 3.6 COUNTING MATERIALS AND SUPPLIES

- 3.6.1 Expenditures with DBEs for materials or supplies are counted toward DBE goals as provided in the following:
- (a) If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost of the materials or supplies are counted toward DBE goals.
  - (1) For purposes of this paragraph 3.6.1(a), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the material, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (b) If the materials or supplies are purchased from a DBE regular dealer, sixty percent (60%) of the cost of the materials or supplies is counted toward DBE goals.
  - (1) For purposes of this paragraph 3.6.1(b), a <u>regular dealer</u> is a firm that owns, operates, maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

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

#### 4.0 TERMINATION OF DBE(s)

4.1 The Bidder/Proposer/Prime shall not terminate for convenience, or any other reason, and then perform the work of the terminated subcontractor/subconsultant with its own forces 9self-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 <u>prior to</u> the addition of the DBE subcontractor/subconsultant in order for the addition to be credited toward the goal.

#### 4.3 REPLACEMENT OR REMOVAL OF DBE(s)

- 4.3.1 When a Prime is considering replacing or removing a DBE due to performance issues, the OBD must be contacted as soon as possible.
- 4.3.2 Request for DBE replacement or removal may be made under the following conditions:
  - 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 Requirements for Federal Procurement Activities Sept 15, 2010 updtd 12.11.17

- DBE of its poor performance must be provided to the OBD.
- (b) The OBD will arrange a meeting with the DBE, the Prime, and a representative from Procurement and project management to discuss the specifics of the performance issue.
- (c) The DBE must provide a written plan identifying the efforts it will make to correct the deficiencies.
- (d) The Prime must provide the DBE with a minimum of 30 calendar days from acceptance of its plan to improve its performance. Throughout the 30-day window, the Prime and/or NJT PM/CM team must provide written communication to the DBE of any additional/continued performance issues, with a copy to the OBD.
- 4.3.4 The Bidder/Proposer/Prime must receive written approval of the OBD <u>prior to</u> replacement or removal of the DBE subcontractor/subconsultant can be made, <u>regardless of the reason for the replacement or removal.</u>
- 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 of or option in the contract. This may not apply to future phases or options, which will be handled on a case-by-case basis at the sole discretion of the OBD.
- 4.5.4 *Exception*: If the DBEs ineligibility is caused solely by its having exceeded the size standard during the performance of the contract the Prime may continue to count its participation on that contract only toward the contract goals. This may not apply to future phases or options and will be subject to determination by the OBD.

#### 5.0 AWARD OBLIGATIONS

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

#### **5.2 POST AWARD DELIVERABLES**

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

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**

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

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

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

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

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

<u>DBE Sub-Prime</u> - means any 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).

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

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

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

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

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

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

<u>Race-neutral Measure or Program-</u> 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.

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

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

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

Withdrawn DBE - a DBE withdraws, drops out of its contract, or fails to complete its work on the contract for any reason.

# **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 goal.	e if subcontracting to a Second -Tier DBE or Non-DBE. Do r	not count Non-DBE portion	n toward the
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/Sub- consultant Work (\$) Awarded	Percentage of Subcontract Work (%)
			%
			9/
			9/
			9/
			9/
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	\$	9/
The undersigned will enter into a formal agreement with the DBE(s) listed undersigned understands that removal/replacement of the DBE(s) listed is Development and receiving <u>WRITTEN APPROVAL</u> from the Office of Busines to be determined by NJ TRANSIT.	NOT PERMISSIBLE for any reason (pre or post-award), without subm	nitting a written request to the	Office of Busines
Company Name:	Authorized Signature:		
Company Address:	Print Name:		
	Title:		
Federal Tax ID #:	Prime Contractor's DBE Liaison Officer:		
Company Tel #:	Date Signed:		

To Add Subs Use Additional Forms NJT Fed Form A rev June 2010

#### **BIDDER SOLICITATION & 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 and State			
Zip			
County			
Phone			
Fax			
E-mail			
Owner			
Date Established			
Date Certified			
Ethnicity			
Gender			
Certification Status: <b>DBE or Non-DBE</b>			
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
Company's Full Name			
Address			
City and State			
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 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 litie:			
Date:	Prime Contract Value:				
Name, Address and Telephone # of all Subcontractor/Subconsultants	FEIN#	Provide <u>Detailed</u> Scope of Work to be Performed	Dollar Amount of Subcontractor/Sub- consultant Work (\$) Awarded	Percentage of Subcontract or Work (%)	
			\$	%	
			\$	%	
			\$	%	
			\$	%	

**TOTALS** 

Must provide a detailed scope of work; one-word descriptions are not acceptable.

\$

#### 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 DBE Firm: Name of Bidder/Proposer/Prime: 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) At what percent? \_\_\_\_% If yes, must complete and submit Form AA2. 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.

### SECOND TIER DBE UTILIZATION-FORM AA

Project Name:	NJT Contrac	et No:		
DBE Sub-Prime (First Tier) Subcontractor Contract Value (\$): _				
I plan to subcontract% of my subcontract to Second following:	ond Tier DBE subcontractor(s)/subconsultant(s) liste	d on the chart below to per	form/supply the	
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	s	%	
The undersigned understands its approval to perform on the above The DBE Sub-Prime must receive written approval from the Office scope of work identified on the Form AA and/or AA2 before making of any information contained herein shall result in breach of contra	e of Business Development for any changes to its DBE and ng any changes. It attests that the identified firms will per	or Non-DBE subcontractors, form all work. Failure to adh	their dollar values or	
DBE Sub-Prime Firm:	Authorized Signature:			
Company Address:	Print Name:			
	Title:			
Federal Tax ID #:	Sub-Prime's DBE Liaison Officer:	Sub-Prime's DBE Liaison Officer:		
Company Tel #:	Date Signed:			

To Add Subs Use Additional Forms

NJT Fed Form AA rev Sept 2010

MANDATORY FORM: COMPLETE ENTIRELY Form AA1 (Fed)

#### **BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM AA1**

NJT Contract No:	Project Title:
DBE Sub-Prime:	Telephone #:
Date:	

Complete the information below for <u>Second Tier contractor(s)</u> participating on the project.

Complete the information below for <u>Second Tier contractor(s) participating on the project.</u>			
	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: <b>DBE or Non-DBE</b>			
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:			

To Add Subs Use Additional Forms

NJT Fed Form AA1 rev Sept 2010

#### **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 (%)
			\$	%
			\$	%
			Ψ	,,,
			\$	%
				0/
			\$	%
				0/
Must provide a detailed scope of work; one-word descrip	tions 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.

<u>DIRECTIONS</u>: 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 s Venture? Circle one. ( <b>Yes or No</b> )	subcontract work	in connection with the above-mentioned project as a Joint
Will you subcontract any portion of your so	cope of work to a	DBE(s)? Circle one. (Yes or No)
Will you subcontract any portion of your so	cope of work to a	Non-DBE(s)? Circle one. (Yes or No)
	•	ork on the above-referenced project: ( <u>Provide a detailed</u> <u>ubcontract.</u> Attach a copy of quote approved and signed by
Dollar Value of DBE Subcontract: \$		
Total Quantity/Units (if applicable):	F	Per Unit Cost (if applicable): \$
The undersigned based the above scope of Sub-Prime named above. Circle one. (Yes		tract value on detailed project specs received from the DBE
The Prime Contractor <u>projected</u> the follow	ing commencemen	nt and completion date for such work as follows:
DBE Contract Start Date:	DBE Contract Co	mpletion Date
conditioned upon execution of a contrac	ct with the Prime	ement for the above work with the DBE Sub-Prime on the project. As a Second Tier DBE subcontractor, I nitoring process set forth by NJ TRANSIT. I attest that I force 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.

#### **Mandatory Form Submit Monthly**

PRIME CONTRACTO	JR Montnly 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: \_\_\_\_\_

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:

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

Fed Form E (Page 1 of 2)

# Form E - Prime Contractor's DBE Payment Certification

1.	If yes, skip the next se	actors with executed sub- ection and go to numbe fields in box below: (Use	r 3.	·	evious progress pa	ayments?
	DBE SubContractor Name	Amount Withheld From Invoice (\$)	Total of Invoice Amount (\$)	Invoice Number	Invoice Date	Specific Reason for Withholding
2.	Have you notified the D	BE subcontractor(s) that	you are withholding pay	ment and the rea	son(s) why?	
	If no, lack of prior writte	f written notification to the en notification to the DBE vide a copy of written no	(s) that you are withhold	ing payment <u>viola</u>	tes the prompt pay	tification. ment clause guidelines. Please contact the DBE
3. <b>No</b>	By signing this form, I c	ertify that all of the above	·	urate information.		
PRO	JECT DIRECTOR NAME	E (PRINT) PROJE	ECT DIRECTOR (SIGNA	ATURE)	/_ DATI	/ E
dditic	onal Reasons/Comments	for Withholding Payment	:			
	DO NOT WRITE BELOW. D  Approved  Denied	DEPARTMENTAL USE ONL	Υ.	THIS F	Office of Civil Bu One F	E 7TH OF EACH MONTH Please forward to: Rights and Diversity Programs usiness Development NJ TRANSIT Penn Plaza East, 6 <sup>th</sup> Fl vark, 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 DB	BE Firm:			<del></del>	Report t	for the Month of:		_		
DBE's FEIN	#:				Contrac	t Number:		_		
DBE Addres	ss:				Contrac	t Name:				
DBE Teleph	one #:				DBE Co	ontract Start Date: _		_		
Prime Cont	ractor's Inform	ation:								
Name of Pri	me:		Ac	ldress:				Telephone #:		
DBE PAYMEN	T INFO: <i>Itemize p</i>	ayments/invoices and d	lates if received/s	submitted more	han one payme	ent/invoice between	the 1 <sup>st</sup> and 31 <sup>st</sup>	of <u>THIS</u> Month.		
Work Task Performed	Suncontra	act 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 sul	bcontract? <b>Yes</b> or <b>No</b> (d	circle one) If yes	, how much? \$_		Did your final p	ayment include	e retainage? <b>Yes</b> or <b>I</b>	<b>No</b> (circle	e one)
Past Due In	voice(s) Inform	nation: List any invoic	e more than 40	days past due	from date <u>sub</u>	omitted to prime at	the time you	complete this form	١.	
Invoice #	Invoice Date	Invoice Amount (\$)	Number of Da	ays Past Due	Comments: us	e additional paper it	necessary			
Note: CFO or	equivalent Sr. Man	ager must complete and si	gn off on this form	).						
Name:		Signature:		Title	e:	Date	):			
THIS FORM IS	DUE ON THE 7 <sup>TH</sup> (	OF EACH MONTH <u>IMMEDIA</u>	TELY FOLLOWING	DBE's SUBCONTE	RACT START DAT	Γ <u>Ε,</u> EVEN IF PAYMENT	NOT RECEIVED.			
Please mail to NJ TRANSIT,		ss Development, One Pen	n Plaza East, 6 <sup>th</sup>	FI, Newark, New C	Jersey 07105-22	46				
Do not alter th	nis form in any wa	y.	If you need assista	nce completing this	form please call 9	73-491-7539, 8058, 876	8, 8069, or 8941.	Rev Fed Form	E2 – Se	pt 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 <u>all DBE/Non-DBE</u> 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.
  - o 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 <u>owned</u> 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

#### DBE TRUCKING FIRM COMMITMENT AGREEMENT

This commitment is subject to the award and receipt of a signed contract from NJ TRANSIT for the subject project. Note that copies of all supporting documents must be attached.

The DBE trucking firm will performance of material to be handled, quantum and the performance of the perform	_				
Dollar Value of DBE Subcontract: \$_					·
Total Quantity/Units (if applicable:		Per Unit Cost	(if applicable):	\$	
Total Number of fully operationa Total Number of fully operationa (Provide a copy of lease agreement(s) for Total Number of fully operationa (Provide a copy of lease agreement(s) for	I trucks to be leas each trucking firm). I trucks to be leas each trucking firm. *N	ed from a DE ed from a no Note that subcor	BE? on-DBE? otracting is differe		relates to trucking).
Specify ALL Vehicle Information	on Page 1 and 2,			nent, I=Insurance	Card, R=Registration,
				Lease Agreemen	
1 <sup>st</sup> Tier DBE Trucking I	-irm				
# Of Trucks Owned	<u> </u>				
VIN#	MAKE	YEAR	MODEL	(Indicate Yes/No/NA) HAZ WASTE DOC	*(Indicate T/F/I/R/A/L) OWNERSHIP DOCS

#### MANDATORY FORM

Non-DBE Trucking Fi	irm				
# Of Trucks Leased From non-DB	E Trucking Firm				
VIN#	MAKE	YEAR	MODEL	(Indicate Yes/No/NA) HAZ WASTE DOC	(Indicate T/F/ I/R/A/L) OWNERSHIP DOCS
DBE Trucking Firm	1				
# Of Trucks Leased From DBE 1					
				(Indicate	
VIN#	MAKE	YEAR	MODEL	Yes/No/NA) HAZ WASTE DOC	(Indicate T/F/I/R/A/L) OWNERSHIP DOCS
VIN#	MAKE	YEAR	MODEL	Yes/No/NA)	
VIN#	MAKE	YEAR	MODEL	Yes/No/NA)	
VIN#	MAKE	YEAR	MODEL	Yes/No/NA)	
VIN#	MAKE	YEAR	MODEL	Yes/No/NA)	
VIN#	MAKE	YEAR	MODEL	Yes/No/NA)	
VIN#	MAKE	YEAR	MODEL	Yes/No/NA)	
VIN#	MAKE	YEAR	MODEL	Yes/No/NA)	
VIN#	MAKE	YEAR	MODEL	Yes/No/NA)	
VIN#	MAKE	YEAR	MODEL	Yes/No/NA)	
VIN#	MAKE	YEAR	MODEL	Yes/No/NA)	
I hereby certify that the inform writing within 10 days, if anyth	ation present ab			Yes/No/NA) HAZ WASTE DOC	OWNERSHIP DOCS
I hereby certify that the inform	ation present ab	pove is corre	ct. I agree to i	Yes/No/NA) HAZ WASTE DOC	OWNERSHIP DOCS

# NJ TRANSIT RFP NO. 18-015 ADDENDUM NO. 1

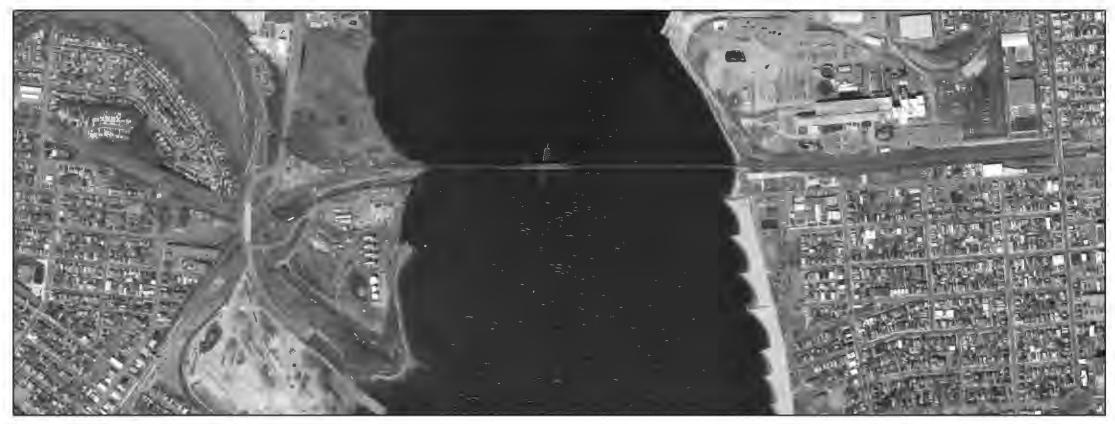
#### **ATTACHMENT C**

# RFP ATTACHMENT C - DRAFT SUMMARY SCHEDULE

RFP No. 18-015 Addendum No. 1-9/13/18



## RARITAN RIVER BRIDGE REPLACEMENT PROJECT 90% PROJECT SCHEDULE CONTRACT NUMBER XX-XXX NJ TRANSIT NORTH JERSEY COAST LINE SOUTH AMBOY AND PERTH AMBOY, MIDDLESEX COUNTY, NJ



LOCATION PLAN

ity ID	Activity Name	Calendar	Orig Dur	Rem Dur	Start	Finish	<b>L</b>	20		2021 2022		23	1	024	202
					00 Can 40	20 0 25	Q4 Q	1 Q2	Q3 Q4	Q Q2 Q3 Q4 Q1 Q2 Q3 Q4	Q  Q2	Q3 Q4	Q1 Q	Q3 Q4 Q	1 Q2
IJT - Rari	itan River DrawBridge Replacement		1528	1528	23-Sep-19	26-Sep-25									
MILESTO	NES	Five Day Work Week w/Holidays	1528	1528	23-Sep-19	26-Sep-25									
NTP	Notice to Proceed	Five Day Work Week w/Holidays	0	0	23-Sep-19				<del>-</del>						
M130	Start of Construction	Five Day Work Week w/Holidays	0	0	23-Jan-20		•								
M150	New Bridge Structure Complete/Drawbridge Fully Operational	Five Day Work Week w/Holidays	0	0		02-Mar-23	1				•				
M160	New Track 1 Fully Operational	Five Day Work Week w/Holidays	0	0		28-Feb-24	1						•		
M170	New Track 2 Fully Operational	Five Day Work Week w/Holidays	0	0		05-Aug-24								•	
M180	Project Substantially Complete (Bridge and Tracks Fully Functional)	Five Day Work Week w/Holidays	0	0		05-Aug-24								•	
M220	Existing Bridge Demolition Complete	Five Day Work Week w/Holidays	0	0		01-Jul-25									
M225	Perth Amboy Trestle Removal Complete	Five Day Work Week w/Holidays	0	0		25-Sep-25	1								
M230	Project Complete	Five Day Work Week w/Holidays	0	0		26-Sep-25									
RE-CON	STRUCTION	Five Day Work Week w/Holidays	40	40	23-Sep-19	15-Nov-19									
PRE1000	Contractor Mobilization	Five Day Work Week w/Holidays	40	40	23-Sep-19	15-Nov-19	<b> </b>							† <u> </u>	
UBMITT	ALS	Five Day Work Week w/Holidays	455	455	23-Sep-19	07-Jul-21	<b> </b>						1	1	
S1000	Prep & Submit Trestle Shop Drawings & Calcs	Five Day Work Week w/Holidays	30	30	23-Sep-19	01-Nov-19									
S1010	Prep & Submit Cofferdams Shop Drawings	Five Day Work Week w/Holidays	45	45	23-Sep-19	22-Nov-19	<del> </del>								
							<u> </u>		 						
S1060	Prep & Submit Drilled Shaft Shop Drawings & Calcs	Five Day Work Week w/Holidays	60	60	23-Sep-19	16-Dec-19	<b>F</b>								
S1040	Prep & Submit Retaining Wall and Load Transfer Platform Shop Drawings	Five Day Work Week w/Holidays	55	55	23-Sep-19	09-Dec-19									
31160	Prep & Submit Site Specific Work Plan	Five Day Work Week w/Holidays	30	30	23-Sep-19	01-Nov-19	P								
S1170	Prep & Submit HASP	Five Day Work Week w/Holidays	25	25	23-Sep-19	25-Oct-19	P								
S1100	Prep & Submit Electrical Shop Drawings and Submittals	Five Day Work Week w/Holidays	120	120	03-Dec-19	21-May-20									
S1210	Prep & Submit Interlocking Control Building Shop Drawings	Five Day Work Week w/Holidays	60	60	03-Dec-19	27-Feb-20		] ;							
S1050	Prep & Submit Steel Pipe Pile Shop Drawings - Abutments	Five Day Work Week w/Holidays	30	30	10-Dec-19	22-Jan-20	ļ <del>.</del> .								
S1020	Prep & Submit Pier Cap Shop Drawings	Five Day Work Week w/Holidays	35	35	17-Dec-19	05-Feb-20	II								
S1070	Prep & Submit Structural Steel Shop Drawings for East & West Flanking Spans & Towers	Five Day Work Week w/Holidays	120	120	06-Feb-20	27-Jul-20	[ [								
S1120	Prep & Submit Catenary & Monopole Shop Drawings	Five Day Work Week w/Holidays	60	60	20-Mar-20	12-Jun-20									
S1150	Prep & Submit Structural Steel Shop Drawings for Approach Spans	Five Day Work Week w/Holidays	100	100	20-Mar-20	10-Aug-20	<b></b>								
S1110	Prep & Submit Signal & Communication Drawings	Five Day Work Week w/Holidays	65	65	15-Jun-20	15-Sep-20	<b>I</b>								
\$1090	Prep & Submit Movable Bridge Structural Steel Shop Drawings	Five Day Work Week w/Holidays	120	120	28-Jul-20	15-Jan-21									
S1030	Prep & Submit Machinery Housing Shop Drawings & Calcs	Five Day Work Week w/Holidays	120	120	28-Jul-20	15-Jan-21	<b></b>								
S1130	Prep & Submit Dolphin & Fender Shop Drawings	Five Day Work Week w/Holidays	60	60	21-Oct-20	15-Jan-21									
S1140	Prep & Submit Steel Pipe Pile Shop Drawings - Dolphins & Fenders	Five Day Work Week w/Holidays	50	50	21-Oct-20	31-Dec-20	<b></b>								
31190	Prep & Submit Movable Bridge Standby Generator System Shop Drawings & Catalog Cuts	Five Day Work Week w/Holidays	50	50	18-Jan-21	29-Mar-21									
S1200	Prep & Submit Movable Bridge Control System & Electrical Equipment Shop Drawings	Five Day Work Week w/Holidays	50	50	18-Jan-21	29-Mar-21									
S1080	Prep & Submit Ballasted Track Deck Plans	Five Day Work Week w/Holidays	60	60	13-Apr-21	07-Jul-21									
S1180	Prep & Submit Movable Bridge Electrical Testing Shop Drawings & Catalog Cuts	Five Day Work Week w/Holidays	50	50	13-Apr-21	22-Jun-21									
EVIEW	AND APPROVAL	Five Day Work Week w/Holidays	460	460	28-Oct-19	18-Aug-21									
RA1150	Review & Approve HASP	Five Day Work Week w/Holidays	20	20	28-Oct-19	22-Nov-19									
RA1000	Review & Approve Trestle Shop Drawings	Five Day Work Week w/Holidays	20	20	04-Nov-19	02-Dec-19									
RA1160	Review & Approve Site Specific Work Plan	Five Day Work Week w/Holidays	20	20	04-Nov-19	02-Dec-19									
RA1020	Review & Approve Cofferdam Shop Drawings	Five Day Work Week w/Holidays	20	20	25-Nov-19	23-Dec-19									
RA1060	Review & Approve Retaining Wall and Load Transfer Platform Shop Drawings	Five Day Work Week w/Holidays	30	30	10-Dec-19	22-Jan-20									
Remain	ing Level of Effort ◆	New Jersey Transit				Project ID:	RRDB	90%	-R0			Data	Date:	23-Sep-19	9
Actual L	Level of Effort	Raritan River Bridge Replace	mant											28-Aug-1	
Actual V															
Remain	ing Work Remaining Work	90% Submission - Project Sch	eaul	ť		Page: 1 of	13				Prena	ared h	v: JC	MS, Inc.	

ctivity ID	Activity Name	Calendar	Orig	Rem	Start	Finish		2020	2021	2022	2023	2024	2025
			Dur	Dur			Q4 Q1	Q2 Q3 Q4	Q Q2 Q3 Q4	4 Q1 Q2 Q3 Q4	Q Q2 Q3 Q4	Q1 Q Q3 Q	4 Q1 Q2 Q3
RA1050	Review & Approve Drilled Shaft Shop Drawings	Five Day Work Week w/Holidays	30	30	17-Dec-19	29-Jan-20	<u> </u>						
RA1100	Review & Approve Electrical Shop Drawings and Submittals	Five Day Work Week w/Holidays	60	60	23-Jan-20	16-Apr-20							
RA1040	Review & Approve Steel Pipe Pile Shop Drawings - Abutments	Five Day Work Week w/Holidays	25	25	23-Jan-20	27-Feb-20		<u>                                     </u>					
RA1030	Review & Approve Pier Cap Shop Drawings	Five Day Work Week w/Holidays	30	30	06-Feb-20	19-Mar-20							
RA1200	Review & Approve Interlocking Control Building Shop Drawings	Five Day Work Week w/Holidays	50	50	28-Feb-20	07-May-20		•					
RA1120	Reivew & Approve Catenary & Monopole Shop Drawings	Five Day Work Week w/Holidays	40	40	15-Jun-20	10-Aug-20		<b>—</b>					
RA1070	Review & Approve Structural Steel Shop Drawings for East & West Flanking Spans & Towers	Five Day Work Week w/Holidays	60	60	28-Jul-20	20-Oct-20							
RA1140	Review & Approve Structural Steel Shop Drawings for Approach Spans	Five Day Work Week w/Holidays	40	40	11-Aug-20	06-Oct-20							
RA1110	Review & Approve Signal & Communication Shop Drawings	Five Day Work Week w/Holidays	40	40	16-Sep-20	10-Nov-20		<b>—</b>					
RA1170	Review & Approve Steel Pipe Pile Shop Drawings - Dolphins & Fenders	Five Day Work Week w/Holidays	30	30	04-Jan-21	12-Feb-21							
RA1090	Review & Approve Movable Bridge Structural Steel Shop Drawings	Five Day Work Week w/Holidays	60	60	18-Jan-21	12-Apr-21							
RA1010	Review & Approve Machinery Housing Shop Drawings & Calcs	Five Day Work Week w/Holidays	60	60	18-Jan-21	12-Apr-21							
RA1130	Review & Approve Dolphin & Fender Shop Drawings	Five Day Work Week w/Holidays	20	20	18-Jan-21	12-Feb-21							
RA1190	Review & Approve Movable Bridge Standby Generator System Shop Drawings & Catalog Cuts	Five Day Work Week w/Holidays	30	30	30-Mar-21	10-May-21							
A1000	Review & Approve Movable Bridge Control System & Electrical Equipment Shop Drawings	Five Day Work Week w/Holidays	40	40	30-Mar-21	24-May-21	<b></b>						
RA1180	Review & Approve Movable Bridge Electrical Testing Shop Drawings & Catalog Cuts	Five Day Work Week w/Holidays	30	30	23-Jun-21	04-Aug-21	#						
RA1080	Review & Approve Ballasted Track Deck Plans	Five Day Work Week w/Holidays	30	30	08-Jul-21	18-Aug-21	<b></b>						
FABRICAT	TION	Five Day Work Week w/Holidays	675	675	03-Dec-19	29-Jul-22							
FAB1010	Fabricate & Deliver Trestle Materials	Five Day Work Week w/Holidays	60	60	03-Dec-19	27-Feb-20							
FAB1110	Fabricate & Deliver Cofferdam Materials	Five Day Work Week w/Holidays	100	100	24-Dec-19	14-May-20		<b>=</b>					
FAB1050	Fabricate & Deliver Casings (Ongoing Operation until casings are complete)	Five Day Work Week w/Holidays	180	180	30-Jan-20	13-Oct-20							
FAB1090	Fabricate & Deliver Test Piles - Abutments	Five Day Work Week w/Holidays	40	40	28-Feb-20	23-Apr-20		<b>=</b>					
FAB1210	Fabricate & Deliver Electrical Equipment, Cabling, Wiring, etc.	Five Day Work Week w/Holidays	240	240	06-Mar-20	12-Feb-21	(						
FAB1000	Fabricate & Deliver Rebar (Ongoing Operation until rebar is complete)	Five Day Work Week w/Holidays	200	200	20-Mar-20	31-Dec-20							
FAB1100	Fabricate & Deliver Production Steel Pipe Piles - Abutments	Five Day Work Week w/Holidays	40	40	30-Apr-20	25-Jun-20							
FAB1150	Fabricate & Deliver Interlocking Control Building	Five Day Work Week w/Holidays	180	180	08-May-20	22-Jan-21			•				
FAB1190	Fabricate & Deliver Catenaries and Monopoles	Five Day Work Week w/Holidays	240	240	11-Aug-20	21-Jul-21							
FAB1020	Fabricate & Deliver Structural Steel for Approach Spans	Five Day Work Week w/Holidays	180	180	07-Oct-20	22-Jun-21		i i 💳					
FAB1080	Fabricate & Deliver Structural Steel for East & West Flanking Spans and Towers	Five Day Work Week w/Holidays	160	160	21-Oct-20	08-Jun-21	#						
FAB1220	Fabricate and Deliver Signal and Communicatiions Equipment, etc.	Five Day Work Week w/Holidays	280	280	11-Nov-20	17-Dec-21	#	•		•			
FAB1120	Fabricate & Deliver Test Piles - Dolphins & Fenders	Five Day Work Week w/Holidays	30	30	16-Feb-21	29-Mar-21	<b></b>						
FAB1130	Fabricate & Deliver Dolphins and Fenders	Five Day Work Week w/Holidays	150	150	16-Feb-21	16-Sep-21	#						
FAB1060	Fabricate, Test & Deliver Machinery House	Five Day Work Week w/Holidays	250	250	13-Apr-21	06-Apr-22							
FAB1070	Fabricate & Deliver Structural Steel for Movable Span	Five Day Work Week w/Holidays	250	250	13-Apr-21	06-Apr-22	#						
FAB1040	Fabricate, Test & Deliver Movable Bridge Standby Generator System	Five Day Work Week w/Holidays	150	150	11-May-21	10-Dec-21	<b>T</b>					1	
FAB1140	Fabricate & Deliver Movable Bridge Control System & Electrical Equipment	Five Day Work Week w/Holidays	180	180	25-May-21	08-Feb-22	1					1	
FAB1200	Fabricate & Deliver Production Steel Pipe Piles - Dolphins and Fenders	Five Day Work Week w/Holidays	80	80	16-Jul-21	05-Nov-21	1				T	† <del> </del> <del> </del>	
FAB1230	Fabricate & Deliver Movable Bridge Electrical Testing Equipment	Five Day Work Week w/Holidays	140	140	05-Aug-21	23-Feb-22	1					ļ	
FAB1030	Fabricate & Deliver Ballasted Track Deck	Five Day Work Week w/Holidays	240	240	19-Aug-21	29-Jul-22	<b></b>		<del></del>	<u></u>	-	tt	

New Jersey Transit
Raritan River Bridge Replacement
90% Submission - Project Schedule

Project ID: RRDB90%-R0

Data Date: 23-Sep-19 Print Date: 28-Aug-18

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Activity ID	Activity Name	Calendar	Orig	Rem	Start	Finish		2	2020	Ī	202	1	2022	2023	2024	2025
			Dur	Dur			Q4	Q1 Q	2 Q3 (	Q4 C	Q2 (	Q3 Q4	Q1 Q2 Q3 Q4	Q Q2 Q3 Q4	Q1 Q Q3	Q4 Q1 Q2 Q3 <sup>4</sup>
CONSTRU	CTION		1443	1443	23-Jan-20	26-Sep-25										
STAGE 1 -	PERTH AMBOY "INTERLOCKING"	Five Day Work Week w/Holidays	410	410	10-Apr-20	18-Nov-21										
Work to be	Performed by Contractor	Five Day Work Week w/Holidays	190	190	04-Aug-20	03-May-21										
SH1120	Build New "Perth" Compound @ Sta. 28+00	Five Day Work Week w/Holidays	60	60	04-Aug-20	27-Oct-20										
CON1220	Set Equipment, Pull Feeders, etc. for "Perth" Compound	Five Day Work Week w/Holidays	120	120	28-Oct-20	19-Apr-21					-					
SC1030	Build (6) Catenary Structures from Sta. 23+50 to 45+50 (Perth Amboy)	Five Day Work Week w/Holidays	35	35	16-Mar-21	03-May-21										
Work to be	Performed by New Jersey Transit	Five Day Work Week w/Holidays	410	410	10-Apr-20	18-Nov-21					1 1					
NJT900	NJT - Line and Surface Existing Tracks 1 and 2 from Stations 16+50 to 46+80	Five Day Work Week w/Holidays	60	60	10-Apr-20	06-Jul-20										
NJT910	NJT - Install New "Perth" Crossovers 12 and 21	Five Day Work Week w/Holidays	120	120	07-Jul-20	23-Dec-20	1									
NJT1000	NJT - Install All Hardware for Catenary Structures from Sta. 23+50 to 45+50 (Perth Amboy)	Five Day Work Week w/Holidays	10	10	04-May-21	17-May-21	1									
NJT1010	NJT - Pull All Wiring for Catenaries from Sta. 23+50 to 45+50 (Perth Amboy)	Five Day Work Week w/Holidays	10	10	18-May-21	01-Jun-21			1 1		0					
NJT1080	NJT - Build Signal Interlocking System at Perth Amboy Side/Test Signal System	Five Day Work Week w/Holidays	120	120	02-Jun-21	18-Nov-21	1					,				

New Jersey Transit
Raritan River Bridge Replacement
90% Submission - Project Schedule

Project ID: RRDB90%-R0

Data Date: 23-Sep-19 Print Date: 28-Aug-18

Page: 3 of 13

Activity ID	Activity Name	Calendar	Orig	Rem	Start	Finish	2020	2021	2022	2023	Ī.	2024	202	
			Dur	Dur			Q4 Q1 Q2 Q3 Q4	Q Q2 Q3 (	Q4 Q1 Q2 Q3 Q4 (	2 Q2 Q3	Q4 Q1	Q Q3 Q	4 Q1 Q2	2 Q3 4
STAG	E 2 - NEW MOVABLE BRIDGE & APPROACH STRUCTURES		1016	1016	23-Jan-20	23-Jan-24						1 1		
Trest	es es	Fish Calendar*	100	100	01-Jul-20	19-Nov-20								
TR10	Build East Trestle Area (Perth Amboy Side)	Fish Calendar*	100	100	01-Jul-20	19-Nov-20								
TR10	Build West Trestle Area (South Amboy Side)	Fish Calendar*	65	65	01-Jul-20	01-Oct-20								
Grou	nd Improvements - East (Perth Amboy)	Five Day Work Week w/Holidays	766	766	23-Jan-20	27-Jan-23								
EA10	Site Grading/Soil Erosion Control System - East	Five Day Work Week w/Holidays	10	10	23-Jan-20	05-Feb-20								
EA11	20 Install Temporary Sheeting & Tiebacks	Five Day Work Week w/Holidays	10	10	06-Feb-20	20-Feb-20	0					1 1		
EA10	Construct Columns for Load Transfer Platform & Perform Testing - East	Five Day Work Week w/Holidays	25	25	13-Feb-20	19-Mar-20	•							
EA11	Construct Load Transfer Platform - East	Five Day Work Week w/Holidays	15	15	20-Mar-20	09-Apr-20								1-1
Reta	ining Wall No. 1	Five Day Work Week w/Holidays	711	711	10-Apr-20	27-Jan-23								
EA1		Five Day Work Week w/Holidays	45	45	10-Apr-20	12-Jun-20								
EA1	-	Five Day Work Week w/Holidays	10	10	24-Aug-20	04-Sep-20								-  -
EA1		Five Day Work Week w/Holidays	45	45	21-Nov-22	25-Jan-23								++
EA1	-	Five Day Work Week w/Holidays	2	2	26-Jan-23	27-Jan-23								÷÷
	nd Improvements - West (South Amboy)	Five Day Work Week w/Holidays	807	807	06-Feb-20	11-Apr-23								
WA1		Five Day Work Week w/Holidays	10	10	06-Feb-20	20-Feb-20								++
WA1	· · · · · · · · · · · · · · · · · · ·	Five Day Work Week w/Holidays	10	10	21-Feb-20	05-Mar-20								
WAT		Five Day Work Week w/Holidays	25	25	06-Mar-20	09-Apr-20								
						·								
WA1:		Five Day Work Week w/Holidays	15	15	10-Apr-20	30-Apr-20								
	ining Wall No. 2	Five Day Work Week w/Holidays	50	50	12-Dec-22	22-Feb-23			<u> </u>					44
WA		Five Day Work Week w/Holidays	40	40	12-Dec-22	07-Feb-23				<u>.</u>				
WA		Five Day Work Week w/Holidays	10	10	08-Feb-23	22-Feb-23								
	ning Wall No. 4	Five Day Work Week w/Holidays	17	17	23-Feb-23	17-Mar-23								
WA	ů č	Five Day Work Week w/Holidays	7	7	23-Feb-23	03-Mar-23								
WA		Five Day Work Week w/Holidays	10	10	06-Mar-23	17-Mar-23								
	ning Wall No. 5	Five Day Work Week w/Holidays	17	17	20-Mar-23	11-Apr-23								
WA	•	Five Day Work Week w/Holidays	7	7	20-Mar-23	28-Mar-23								
WA	, , , , , , , , , , , , , , , , , , ,	Five Day Work Week w/Holidays	10	10	29-Mar-23	11-Apr-23								
	Abutment	Five Day Work Week w/Holidays	84	84	24-Apr-20	21-Aug-20								
EA10		Five Day Work Week w/Holidays	2	2	24-Apr-20	27-Apr-20								
EA10	Install (18) Steel Pipe Piles - East Abutment	Five Day Work Week w/Holidays	10	10	26-Jun-20	10-Jul-20	0							
EA10	F/R/P/C/S Concrete Cap - East Abutment	Five Day Work Week w/Holidays	30	30	13-Jul-20	21-Aug-20								
Pier '	esting Program	Five Day Work Week w/Holidays	100	100	13-Aug-20	05-Jan-21								
PEA1	Perform Drilled Shaft Testing Program Between Piers 2 and 3	Five Day Work Week w/Holidays	30	30	13-Aug-20	24-Sep-20								
PMS <sup>2</sup>	010 Perform Drilled Shaft Testing Program Between Piers 15 and 16	Five Day Work Week w/Holidays	30	30	20-Nov-20	05-Jan-21	-							
Piers	- East Approach		441	441	29-Sep-20	23-Jun-22								
Pier			48	48	29-Sep-20	04-Dec-20								
PEA	I010 Install (2) Casings - Pier 1	Fish Calendar*	3	3	29-Sep-20	01-Oct-20								
PEA	Drill (2) Shafts (Including Slurry) - Pier 1	Five Day Work Week w/Holidays	16	16	02-Oct-20	23-Oct-20								7-7
PEA	1040 Rig/Set/Install Cage incl. Shaft Cleanout (2 Shafts) - Pier 1	Five Day Work Week w/Holidays	8	8	26-Oct-20	04-Nov-20	0							-11-
PEA	Pour (2 days) & Cure Concrete (28 days) - Pier 1	Concrete Cure Calendar	30	30	05-Nov-20	04-Dec-20								
Pier			63	63	02-Oct-20	03-Jan-21								
PEA		Fish Calendar*	3	3	02-Oct-20	06-Oct-20								
PEA	Drill (2) Shafts (Including Slurry) - Pier 2	Five Day Work Week w/Holidays	16	16	26-Oct-20	16-Nov-20								
		,					1 1 1	1 1 1						
	emaining Level of Effort ◆ Milestone	<b>New Jersey Transit</b>				Project ID:	RRDB90%-R0					: 23-Sep	_	
	ctual Level of Effort  Rarit	an River Bridge Replace	ment							Prir	nt Date	e: 28-Au	g-18	
	clual WOIK	Submission - Project Sch												
	ritical Remaining Work					Page: 4 of 1	13		F	Prepared	by: J	CMS, In	C.	
\	Those Containing Tront													- 1

Activity ID	Activity Name	Calendar	Orig	Rem	Start	Finish	2020	2021	2022	2023	2024	2025
			Dur	Dur			Q4 Q1 Q2 Q3 Q4	Q Q2 Q3 Q4 Q	1 Q2 Q3 Q4	Q Q2 Q3 Q4 Q1	Q Q3 Q4 C	Q1 Q2 Q3 4
PEA1080	Rig/Set/Install Cage incl. Shaft Cleanout (2 Shafts) - Pier 2	Five Day Work Week w/Holidays	8	8	17-Nov-20	27-Nov-20						
PEA1100	Pour (2 days) & Cure Concrete (28 days) - Pier 2	Concrete Cure Calendar	30	30	05-Dec-20	03-Jan-21						
Pier 3			82	82	07-Oct-20	02-Feb-21						
PEA1070	Install (2) Casings - Pier 3	Fish Calendar*	3	3	07-Oct-20	09-Oct-20						
PEA1090	Drill (2) Shafts (Including Slurry) - Pier 3	Five Day Work Week w/Holidays	16	16	17-Nov-20	09-Dec-20						
PEA1130	Rig/Set/Install Cage incl. Shaft Cleanout (2 Shafts) - Pier 3	Five Day Work Week w/Holidays	8	8	10-Dec-20	21-Dec-20						
PEA1150	Pour (2 days) & Cure Concrete (28 days) - Pier 3	Concrete Cure Calendar	30	30	04-Jan-21	02-Feb-21						
Pier 4			100	100	12-Oct-20	04-Mar-21						
PEA1120	Install (2) Casings - Pier 4	Fish Calendar*	3	3	12-Oct-20	14-Oct-20	1					
PEA1140	Drill (2) Shafts (Including Slurry) - Pier 4	Five Day Work Week w/Holidays	16	16	10-Dec-20	04-Jan-21						
PEA1180	Rig/Set/Install Cage incl. Shaft Cleanout (2 Shafts) - Pier 4	Five Day Work Week w/Holidays	8	8	05-Jan-21	14-Jan-21		0				
PEA1200	Pour (2 days) & Cure Concrete (28 days) - Pier 4	Concrete Cure Calendar	30	30	03-Feb-21	04-Mar-21						
Pier 5			123	123	15-Oct-20	11-Apr-21						
PEA1165	Build Cofferdam - Pier 5	Fish Calendar*	10	10	15-Oct-20	28-Oct-20						
PEA1170	Install (4) Casings - Pier 5	Five Day Work Week w/Holidays	15	15	29-Oct-20	18-Nov-20						
PEA1190	Drill (4) Shafts (Including Slurry) - Pier 5	Five Day Work Week w/Holidays	32	32	05-Jan-21	18-Feb-21						
PEA1230	Rig/Set/Install Cage incl. Shaft Cleanout (4 Shafts) - Pier 5	Five Day Work Week w/Holidays	16	16	19-Feb-21	12-Mar-21						
PEA1250	Pour (2 days) & Cure Concrete (28 days) - Pier 5	Concrete Cure Calendar	30	30	13-Mar-21	11-Apr-21		•				
Pier 6			120	120	19-Nov-20	11-May-21						
PEA1220	Install (2) Casings - Pier 6	Fish Calendar*	8	8	19-Nov-20	01-Dec-20						
PEA1240	Drill (2) Shafts (Including Slurry) - Pier 6	Five Day Work Week w/Holidays	16	16	19-Feb-21	12-Mar-21						
PEA1280	Rig/Set/Install Cage incl. Shaft Cleanout (2 Shafts) - Pier 6	Five Day Work Week w/Holidays	8	8	15-Mar-21	24-Mar-21		G				
PEA1300	Pour (2 days) & Cure Concrete (28 days) - Pier 6	Concrete Cure Calendar	30	30	12-Apr-21	11-May-21						
Pier 7			133	133	02-Dec-20	10-Jun-21						
PEA1270	Install (2) Casings - Pier 7	Fish Calendar*	9	9	02-Dec-20	14-Dec-20			;;			
PEA1290	Drill (2) Shafts (Including Slurry) - Pier 7	Five Day Work Week w/Holidays	16	16	15-Mar-21	05-Apr-21						
PEA1330	Rig/Set/Install Cage incl. Shaft Cleanout (2 Shafts) - Pier 7	Five Day Work Week w/Holidays	8	8	06-Apr-21	15-Apr-21		Ð				
PEA1360	Pour (2 days) & Cure Concrete (28 days) - Pier 7	Concrete Cure Calendar	30	30	12-May-21	10-Jun-21						
Pier 8			144	144	15-Dec-20	10-Jul-21						
PEA1320	Install (2) Casings - Pier 8	Fish Calendar*	12	12	15-Dec-20	31-Dec-20						
PEA1350	Drill (2) Shafts (Including Slurry) - Pier 8	Five Day Work Week w/Holidays	16	16	06-Apr-21	27-Apr-21		•				
PEA1380	Rig/Set/Install Cage incl. Shaft Cleanout (2 Shafts) - Pier 8	Five Day Work Week w/Holidays	8	8	28-Apr-21	07-May-21		0	,,			
PEA1400	Pour (2 days) & Cure Concrete (28 days) - Pier 8	Concrete Cure Calendar	30	30	11-Jun-21	10-Jul-21						
Pier 9			55	55	01-Jul-21	19-Sep-21			,,			
PEA1370	Install (2) Casings - Pier 9	Fish Calendar*	12	12	01-Jul-21	19-Jul-21						
PEA1390	Drill (2) Shafts (Including Slurry) - Pier 9	Five Day Work Week w/Holidays	16	16	20-Jul-21	10-Aug-21						
PEA1430	Rig/Set/Install Cage incl. Shaft Cleanout (2 Shafts) - Pier 9	Five Day Work Week w/Holidays	8	8	11-Aug-21	20-Aug-21		0				
PEA1450	Pour (2 days) & Cure Concrete (28 days) - Pier 9	Concrete Cure Calendar	30	30	21-Aug-21	19-Sep-21						
Pier 10			92	92	20-Jul-21	26-Nov-21						
PEA1415	Build Cofferdam - Pier 10	Fish Calendar*	10	10	20-Jul-21	02-Aug-21						
PEA1420	Install (4) Casings - Pier 10	Fish Calendar*	25	25	03-Aug-21	07-Sep-21	<b> </b>					
PEA1440	Drill (4) Shafts (Including Slurry) - Pier 10	Five Day Work Week w/Holidays	32	32	20-Aug-21	05-Oct-21						
PEA1480	Rig/Set/Install Cage incl. Shaft Cleanout (4 Shafts) - Pier 10	Five Day Work Week w/Holidays	16	16	06-Oct-21	27-Oct-21						
PEA1500	Pour (2 days) & Cure Concrete (28 days) - Pier 10	Concrete Cure Calendar	30	30	28-Oct-21	26-Nov-21						
	+	J.				1	<u> </u>					
Remainin	ng Level of Effort ◆ ◆ Milestone	New Jersey Transit				Project ID:	RRDB90%-R0			Data Dat	te: 23-Sep-1	19
Actual Le	evel of Effort	Deriton Diver Bridge Benlese				1					te: 28-Aug-	I .

 Actual Level of Effort Actual Work Remaining Work Critical Remaining Work

Raritan River Bridge Replacement 90% Submission - Project Schedule

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Activity ID	Activity Name	Calendar	Orig	Rem	Start	Finish			2020		2021 2022	2023	
			Dur	Dur			Q4	Q1	Q2 Q	3 Q4	Q Q2 Q3 Q4 Q1 Q2 Q3	Q4 Q Q2 C	Q3 Q4 Q1 Q Q3 Q4 Q1 Q2 Q3 <sup>4</sup>
Pier 11			76	76	08-Sep-21	26-Dec-21	<b></b>				ļ	ļļļļ.	
PEA1470	Install (2) Casings - Pier 11	Fish Calendar*	13	13	08-Sep-21	24-Sep-21	<b></b>				ļ		
PEA1490	Drill (2) Shafts (Including Slurry) - Pier 11	Five Day Work Week w/Holida	ys 16	16	06-Oct-21	27-Oct-21	<b></b>				<b>P</b>		
PEA1530	Rig/Set/Install Cage incl. Shaft Cleanout (2 Shafts) - Pier 11	Five Day Work Week w/Holida	ys 8	8	28-Oct-21	08-Nov-21	<u> </u>						
PEA1550	Pour (2 days) & Cure Concrete (28 days) - Pier 11	Concrete Cure Calendar	30	30	27-Nov-21	26-Dec-21	1						
Pier 12			84	84	27-Sep-21	25-Jan-22							
PEA1520	Install (2) Casings - Pier 12	Fish Calendar*	13	13	27-Sep-21	13-Oct-21			1				
PEA1540	Drill (2) Shafts (Including Slurry) - Pier 12	Five Day Work Week w/Holida	ys 16	16	28-Oct-21	18-Nov-21							
PEA1580	Rig/Set/Install Cage incl. Shaft Cleanout (2 Shafts) - Pier 12	Five Day Work Week w/Holida	ys 8	8	19-Nov-21	01-Dec-21							
PEA1600	Pour (2 days) & Cure Concrete (28 days) - Pier 12	Concrete Cure Calendar	30	30	27-Dec-21	25-Jan-22							
Pier 13			92	92	14-Oct-21	24-Feb-22							
PEA1570	Install (2) Casings - Pier 13	Fish Calendar*	13	13	14-Oct-21	01-Nov-21							
PEA1590	Drill (2) Shafts (Including Slurry) - Pier 13	Five Day Work Week w/Holida	ys 16	16	19-Nov-21	13-Dec-21							
PEA1630	Rig/Set/Install Cage incl. Shaft Cleanout (2 Shafts) - Pier 13	Five Day Work Week w/Holida	ys 8	8	14-Dec-21	23-Dec-21							
PEA1650	Pour (2 days) & Cure Concrete (28 days) - Pier 13	Concrete Cure Calendar	30	30	26-Jan-22	24-Feb-22	1						
Pier 14			100	100	02-Nov-21	26-Mar-22							
PEA1620	Install (2) Casings - Pier 14	Fish Calendar*	13	13	02-Nov-21	18-Nov-21							
PEA1640	Drill (2) Shafts (Including Slurry) - Pier 14	Five Day Work Week w/Holida	ys 16	16	14-Dec-21	06-Jan-22	#	†					
PEA1680	Rig/Set/Install Cage incl. Shaft Cleanout (2 Shafts) - Pier 14	Five Day Work Week w/Holida	ys 8	8	07-Jan-22	18-Jan-22	1						
PEA1700	Pour (2 days) & Cure Concrete (28 days) - Pier 14	Concrete Cure Calendar	30	30	25-Feb-22	26-Mar-22	#						
Pier 15			141	141	19-Nov-21	12-Jun-22	#						
PEA1665	Build Cofferdam - Pier 15	Fish Calendar*	12	12	19-Nov-21	07-Dec-21	1			- <del> </del>			
PEA1670	Install (6) Casings - Pier 15	Five Day Work Week w/Holida	ys 38	38	08-Dec-21	01-Feb-22	1			·	<del></del>		
PEA1690	Drill (6) Shafts (Including Slurry) - Pier 15	Five Day Work Week w/Holida	ys 48	48	02-Feb-22	11-Apr-22	#						
PEA1730	Rig/Set/Install Cage incl. Shaft Cleanout (6 Shafts) - Pier 15	Five Day Work Week w/Holida	ys 24	24	12-Apr-22	13-May-22	#						
PEA1740	Pour (2 days) & Cure Concrete (28 days) - Pier 15	Concrete Cure Calendar	30	30	14-May-22	12-Jun-22						1	
Pier Cap	Construction - East Approach		407	407	16-Nov-20	23-Jun-22	#						11111111
PEA1110	F/R/P/Inital Cure Concrete Cap - Pier 1	Five Day Work Week w/Holida	ys 15	15	16-Nov-20	07-Dec-20							
PEA1115	Final Cure/Strip Concrete Cap - Pier 1	Concrete Cure Calendar	10	10	08-Dec-20	17-Dec-20	#			0			
PEA1160	F/R/P/Inital Cure Concrete Cap - Pier 2	Five Day Work Week w/Holida	ys 15	15	14-Dec-20	05-Jan-21	#				<b>i</b>		:
PEA1175	Final Cure/Strip Concrete Cap - Pier 2	Concrete Cure Calendar	10	10	06-Jan-21	15-Jan-21							
PEA1210	F/R/P/Inital Cure Concrete Cap - Pier 3	Five Day Work Week w/Holida	ys 15	15	13-Jan-21	02-Feb-21							
PEA1215	Final Cure/Strip Concrete Cap - Pier 3	Concrete Cure Calendar	10	10	03-Feb-21	12-Feb-21							
PEA1260	F/R/P/Inital Cure Concrete Cap - Pier 4	Five Day Work Week w/Holida		15	12-Feb-21	05-Mar-21	#						
PEA1265	Final Cure/Strip Concrete Cap - Pier 4	Concrete Cure Calendar	10	10	06-Mar-21	15-Mar-21							
PEA1310	F/R/P/Inital Cure Concrete Cap - Pier 5	Five Day Work Week w/Holida		15	22-Mar-21	09-Apr-21							
PEA1315	Final Cure/Strip Concrete Cap - Pier 5	Concrete Cure Calendar	10	10	10-Apr-21	19-Apr-21							
PEA1340	F/R/P/Inital Cure Concrete Cap - Pier 6	Five Day Work Week w/Holida		15	21-Apr-21	11-May-21							
PEA1345	Final Cure/Strip Concrete Cap - Pier 6	Concrete Cure Calendar	10	10	12-May-21	21-May-21							
PEA1410	F/R/P/Inital Cure Concrete Cap - Pier 7	Five Day Work Week w/Holida		15	21-May-21	11-Jun-21							
PEA1425	Final Cure/Strip Concrete Cap - Pier 7	Concrete Cure Calendar	10	10	12-Jun-21	21-Jun-21							
PEA1460	F/R/P/Inital Cure Concrete Cap - Pier 8	Five Day Work Week w/Holida	-	15	21-Jun-21	12-Jul-21	<b></b>						
PEA1465	Final Cure/Strip Concrete Cap - Pier 8	Concrete Cure Calendar	10	10	13-Jul-21	22-Jul-21	<b></b>						
PEA1510	F/R/P/Inital Cure Concrete Cap - Pier 9	Five Day Work Week w/Holida	ys 15	15	30-Aug-21	20-Sep-21		i	1	į			
Remai	ning Level of Effort ◆	New Jersey Transit				Project ID:	RRE	DB90	0%-R	20	<del></del>	Г	Data Date: 23-Sep-19
Actual	Level of Effort	•		•									Print Date: 28-Aug-18
Actual	Work	Raritan River Bridge Repla											
Remai	ning Work	90% Submission - Project S	cnedul	е		Page: 6 of	13					Prena	red by: JCMS, Inc.
Critical	Remaining Work						. •					<del></del>	

Critical Remaining Work

Activity ID	Activity Name	Calendar	Orig	Rem	Start	Finish		021	2022	2023		2024		025
			Dur	Dur			Q4 Q1 Q2 Q3 Q4 Q Q2	Q3 Q4 Q	1 Q2 Q3 Q4 C	Q2 Q3	Q4 Q1 (	2 Q3 Q	4 Q1 C	)2 Q3 <sup>4</sup>
PEA1515	Final Cure/Strip Concrete Cap - Pier 9	Concrete Cure Calendar	10	10	21-Sep-21	30-Sep-21		<b>Q</b>						
PEA1560	F/R/P/Inital Cure Concrete Cap - Pier 10	Five Day Work Week w/Holidays	15	15	08-Nov-21	29-Nov-21								
PEA1565	Final Cure/Strip Concrete Cap - Pier 10	Concrete Cure Calendar	10	10	30-Nov-21	09-Dec-21								
PEA1610	F/R/P/Inital Cure Concrete Cap - Pier 11	Five Day Work Week w/Holidays	15	15	06-Dec-21	27-Dec-21								
PEA1615	Final Cure/Strip Concrete Cap - Pier 11	Concrete Cure Calendar	10	10	28-Dec-21	06-Jan-22		0						
PEA1660	F/R/P/Inital Cure Concrete Cap - Pier 12	Five Day Work Week w/Holidays	15	15	05-Jan-22	25-Jan-22								
PEA1675	Final Cure/Strip Concrete Cap - Pier 12	Concrete Cure Calendar	10	10	26-Jan-22	04-Feb-22		0						
PEA1710	F/R/P/Inital Cure Concrete Cap - Pier 13	Five Day Work Week w/Holidays	15	15	04-Feb-22	25-Feb-22			]					
PEA1715	Final Cure/Strip Concrete Cap - Pier 13	Concrete Cure Calendar	10	10	26-Feb-22	07-Mar-22			0	-,,		1 1		
PEA1720	F/R/P/Inital Cure Concrete Cap - Pier 14	Five Day Work Week w/Holidays	15	15	07-Mar-22	25-Mar-22			0					
PEA1725	Final Cure/Strip Concrete Cap - Pier 14	Concrete Cure Calendar	10	10	26-Mar-22	04-Apr-22		ii						
PEA1750	F/R/P/Inital Cure Concrete Cap - Pier 15	Five Day Work Week w/Holidays	15	15	23-May-22	13-Jun-22				-;;;				
PEA1755	Final Cure/Strip Concrete Cap - Pier 15	Concrete Cure Calendar	10	10	14-Jun-22	23-Jun-22			··;···[···					
Piers - Wes	st Approach		356	356	25-Sep-20	20-Feb-22				-}				
Pier 26			48	48	25-Sep-20	02-Dec-20				-}				
PWA1030	Install (2) Casings - Pier 26	Fish Calendar*	3	3	25-Sep-20	29-Sep-20		ļ						
PWA1050	Drill (2) Shafts (Including Slurry) - Pier 26	Five Day Work Week w/Holidays	16	16	30-Sep-20	21-Oct-20								
PWA1080	Rig/Set/Install Cage incl. Shaft Cleanout (2 Shafts) - Pier 26	Five Day Work Week w/Holidays	8	8	22-Oct-20	02-Nov-20								
PWA1100	Pour (2 days) & Cure Concrete (28 days) - Pier 26	Concrete Cure Calendar	30	30	03-Nov-20	02-Dec-20								
Pier 25			65		30-Sep-20	01-Jan-21								
PWA1070	Install (2) Casings - Pier 25	Fish Calendar*	3	3	30-Sep-20	02-Oct-20								
PWA1090	Drill (2) Shafts (Including Slurry) - Pier 25	Five Day Work Week w/Holidays	16	16	22-Oct-20	12-Nov-20	<b> </b>							
PWA1130	Rig/Set/Install Cage incl. Shaft Cleanout (2 Shafts) - Pier 25	Five Day Work Week w/Holidays	8	8	13-Nov-20	24-Nov-20	<del> </del>							
PWA1150	Pour (2 days) & Cure Concrete (28 days) - Pier 25	Concrete Cure Calendar	30	30	03-Dec-20	01-Jan-21	<b> </b>							
Pier 24	1 out (2 days) a oute consiste (20 days) 1 fet 25	Solidicte Suite Sulerium	96	96	05-Oct-20	21-Feb-21								
PWA1115	Build Cofferdam - Pier 24	Fish Calendar*	10	10	05-Oct-20	16-Oct-20	<b> </b>							
PWA1120	Install (4) Casings - Pier 24	Five Day Work Week w/Holidays	6	6	19-Oct-20	26-Oct-20	<del> </del>							
PWA1140	Drill (4) Shafts (Including Slurry) - Pier 24	Five Day Work Week w/Holidays	32	32	13-Nov-20	30-Dec-20								
PWA1180	Rig/Set/Install Cage incl. Shaft Cleanout (4 Shafts) - Pier 24	Five Day Work Week w/Holidays	16	16	31-Dec-20	22-Jan-21	<b> </b>							
PWA1200	Pour (2 days) & Cure Concrete (28 days) - Pier 24	Concrete Cure Calendar	30	30	23-Jan-21	21-Feb-21	<b>!</b>							
Pier 23	1 out (2 days) a oute consiste (20 days)	Solid die Galeriaar	102		27-Oct-20	23-Mar-21								
PWA1170	Install (2) Casings - Pier 23	Fish Calendar*	3	3	27-Oct-20	29-Oct-20								
PWA1190	Drill (2) Shafts (Including Slurry) - Pier 23	Five Day Work Week w/Holidays	16	16	31-Dec-20	22-Jan-21	<b> </b>							
PWA1230	Rig/Set/Install Cage incl. Shaft Cleanout (2 Shafts) - Pier 23	Five Day Work Week w/Holidays	8	8	25-Jan-21	03-Feb-21	<b>H</b>	ii						
PWA1250	Pour (2 days) & Cure Concrete (28 days) - Pier 23	Concrete Cure Calendar	30	30	22-Feb-21	23-Mar-21	<b> </b>			-}				
Pier 22	Total (2 days) a out o consists (25 days) This 25	Control Carlo Calcinadi		121	30-Oct-20	22-Apr-21								
PWA1220	Install (2) Casings - Pier 22	Fish Calendar*	3	3	30-Oct-20	03-Nov-20				-}				
PWA1240	Drill (2) Shafts (Including Slurry) - Pier 22	Five Day Work Week w/Holidays	16	16	25-Jan-21	16-Feb-21	<b> </b>							
PWA1240 PWA1280	Rig/Set/Install Cage incl. Shaft Cleanout (2 Shafts) - Pier 22	Five Day Work Week w/Holidays	8	8	17-Feb-21	26-Feb-21								
PWA1300	Pour (2 days) & Cure Concrete (28 days) - Pier 22	Concrete Cure Calendar	30	30	24-Mar-21	22-Apr-21								
	Four (2 days) & Cure Concrete (20 days) - Fiel 22	Concrete Cure Calendar												
Pier 21	Duild Coffordon Dior 24	Fish Oslandas*	139		04-Nov-20	23-May-21	<b> </b>	ļļ						
PWA1265	Build Cofferdam - Pier 21	Fish Calendar*	10	10	04-Nov-20	17-Nov-20								
PWA1270	Install (4) Casings - Pier 21	Five Day Work Week w/Holidays	15	15	18-Nov-20	09-Dec-20	<b> </b>	<del></del>						
PWA1290	Drill (4) Shafts (Including Slurry) - Pier 21	Five Day Work Week w/Holidays	32	32	17-Feb-21	01-Apr-21							1	
Remaini	ng Level of Effort ◆ Milestone	New Jersey Transit				Project ID:	RRDB90%-R0			Dat	a Date:	23-Se	o-19	

New Jersey Transit Raritan River Bridge Replacement 90% Submission - Project Schedule Project ID: RRDB90%-R0

Data Date: 23-Sep-19 Print Date: 28-Aug-18

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Activ	vity ID	Activity Name	Calendar	Orig Dur	Rem Dur	Start	Finish			2020		2021		2022		2023		202		2025
	PWA1330	Rig/Set/Install Cage incl. Shaft Cleanout (4 Shafts) - Pier 21	Five Day Work Week w/Holidays	16	16	02-Apr-21	23-Apr-21	IIQ4 I	Q1  Q	2 Q3	$\rightarrow$	Q2 Q3	J4  Q1	Q2 Q	13 Q4 C	Q Q2 Q	23   Q4	21 QC	23   Q4   C	Q1 Q2 Q3 4
	PWA1360	Pour (2 days) & Cure Concrete (28 days) - Pier 21	Concrete Cure Calendar	30	30	24-Apr-21	23-Apr-21													
		Four (2 days) & Cure Concrete (28 days) - Fier 21	Concrete Cure Calerida			10-Dec-20	23-Way-21 22-Jun-21	#			1 1									
	Pier 20	Install (2) Cosings Pier 20	Fish Calendar*	135	135		28-Dec-20	╂┼												
	PWA1320	Install (2) Casings - Pier 20		12	12	10-Dec-20						<b>.</b>								
	PWA1350 PWA1380	Drill (2) Shafts (Including Slurry) - Pier 20 Rig/Set/Install Cage incl. Shaft Cleanout (2 Shafts) - Pier 20	Five Day Work Week w/Holidays Five Day Work Week w/Holidays	16 8	16 8	02-Apr-21 26-Apr-21	23-Apr-21	╂┼				U ; ;								
		• •	, ,		-	·	05-May-21													
	PWA1400	Pour (2 days) & Cure Concrete (28 days) - Pier 20	Concrete Cure Calendar	30	30	24-May-21	22-Jun-21													
	Pier 19 PWA1370	Install (2) Casings - Pier 19	Fish Calendar*	58	58 13	01-Jul-21 01-Jul-21	22-Sep-21 20-Jul-21													
	PWA1370			13	16			╂												
		Drill (2) Shafts (Including Slurry) - Pier 19	Five Day Work Week w/Holidays	16	-	21-Jul-21	11-Aug-21	#				<del> </del>								
	PWA1430	Rig/Set/Install Cage incl. Shaft Cleanout (2 Shafts) - Pier 19	Five Day Work Week w/Holidays	8	8	12-Aug-21	23-Aug-21	<b></b>												
Ш	PWA1450	Pour (2 days) & Cure Concrete (28 days) - Pier 19	Concrete Cure Calendar	30	30	24-Aug-21	22-Sep-21													
Ш	Pier 18			143	143	21-Jul-21	10-Feb-22													
		Build Cofferdam - Pier 18	Fish Calendar*	12	12	21-Jul-21	05-Aug-21	<b></b>		.										
	PWA1420	Install (6) Casings - Pier 18	Five Day Work Week w/Holidays	37	37	06-Aug-21	28-Sep-21	<b></b>												
	PWA1440	Drill (6) Shafts (Including Slurry) - Pier 18	Five Day Work Week w/Holidays	48	48	29-Sep-21	06-Dec-21	<b></b>				:								
Ш	PWA1480	Rig/Set/Install Cage incl. Shaft Cleanout (6 Shafts) - Pier 18	Five Day Work Week w/Holidays	24	24	07-Dec-21	11-Jan-22	<b>.</b>												
	PWA1490	Pour (2 days) & Cure Concrete (28 days) - Pier 18	Concrete Cure Calendar	30	30	12-Jan-22	10-Feb-22			. ļ ļ.										
Ш	Pier Cap Co	onstruction - West Approach		322	322	12-Nov-20	20-Feb-22		]	. <u> </u>										
	PWA1160	F/R/P/Inital Cure Concrete Cap - Pier 26	Five Day Work Week w/Holidays	15	15	12-Nov-20	03-Dec-20			. ] [.										
Ш	PWA1165	Final Cure/Strip Concrete Cap - Pier 26	Concrete Cure Calendar	10	10	04-Dec-20	13-Dec-20	1			0									
	PWA1210	F/R/P/Inital Cure Concrete Cap - Pier 25	Five Day Work Week w/Holidays	15	15	14-Dec-20	05-Jan-21	<u> </u>		1 1	•							1 1		
	PWA1215	Final Cure/Strip Concrete Cap - Pier 25	Concrete Cure Calendar	10	10	06-Jan-21	15-Jan-21			.11	0									
Ш	PWA1260	F/R/P/Inital Cure Concrete Cap - Pier 24	Five Day Work Week w/Holidays	15	15	01-Feb-21	22-Feb-21													
	PWA1275	Final Cure/Strip Concrete Cap - Pier 24	Concrete Cure Calendar	10	10	23-Feb-21	04-Mar-21				0									
Ш	PWA1310	F/R/P/Inital Cure Concrete Cap - Pier 23	Five Day Work Week w/Holidays	15	15	03-Mar-21	23-Mar-21													
	PWA1315	Final Cure/Strip Concrete Cap - Pier 23	Concrete Cure Calendar	10	10	24-Mar-21	02-Apr-21	1		1	,			-						
	PWA1340	F/R/P/Inital Cure Concrete Cap - Pier 22	Five Day Work Week w/Holidays	15	15	02-Apr-21	22-Apr-21	1			į									
	PWA1345	Final Cure/Strip Concrete Cap - Pier 22	Concrete Cure Calendar	10	10	23-Apr-21	02-May-21	1		1		0								
	PWA1410	F/R/P/Inital Cure Concrete Cap - Pier 21	Five Day Work Week w/Holidays	15	15	03-May-21	21-May-21	1		] ]										
	PWA1425	Final Cure/Strip Concrete Cap - Pier 21	Concrete Cure Calendar	10	10	22-May-21	31-May-21	1		11		0								
	PWA1460	F/R/P/Inital Cure Concrete Cap - Pier 20	Five Day Work Week w/Holidays	15	15	02-Jun-21	22-Jun-21	1				0								
	PWA1465	Final Cure/Strip Concrete Cap - Pier 20	Concrete Cure Calendar	10	10	23-Jun-21	02-Jul-21	1				1								
	PWA1470	F/R/P/Inital Cure Concrete Cap - Pier 19	Five Day Work Week w/Holidays	15	15	02-Sep-21	23-Sep-21													
	PWA1475	Final Cure/Strip Concrete Cap - Pier 19	Concrete Cure Calendar	10	10	24-Sep-21	03-Oct-21					Ò								
	PWA1500	F/R/P/Inital Cure Concrete Cap - Pier 18	Five Day Work Week w/Holidays	15	15	21-Jan-22	10-Feb-22		]	. ] [										
	PWA1505	Final Cure/Strip Concrete Cap - Pier 18	Concrete Cure Calendar	10	10	11-Feb-22	20-Feb-22						0							
	Piers - Mair	i Span		450	450	02-Oct-20	12-Jul-22													
	Pier 17			411	411	02-Oct-20	16-May-22													
Ш	PMS1030	Install (10) Casings - Pier 17	Five Day Work Week w/Holidays	60	60	02-Oct-20	28-Dec-20	II												
Ш	PMS1000	Build Cofferdam - Pier 17	Fish Calendar*	15	15	01-Jul-21	22-Jul-21			. j j.										
Ш	PMS1040	Drill (10) Shafts (Including Slurry) - Pier 17	Five Day Work Week w/Holidays	80	80	23-Jul-21	12-Nov-21													
Ш	PMS1080	Rig/Set/Install Cage incl. Shaft Cleanout (10 Shafts) - Pier 17	Five Day Work Week w/Holidays	40	40	15-Nov-21	12-Jan-22	<b></b>												
Ш	PMS1100	Pour (2 days) & Cure Concrete (28 days) - Pier 17	Concrete Cure Calendar	30	30	11-Feb-22	12-Mar-22							-ii						
	PMS1110	F/R/P/C/S Lift Pier - Pier 17	Five Day Work Week w/Holidays	60	60	22-Feb-22	16-May-22		- 1	1 1	- 1	1 1					-	_		
	Remainin	g Level of Effort ◆	New Jersey Transit				Project ID:	RRD	B909	%-R0						D	ata D	ate: 23	S-Sep-1	9
_	Actual Le	vel of Effort	•	ment															8-Aug-	
	Actual Wo	JIK	n River Bridge Replace																-	
	Remainin	g Work 90% St	ubmission - Project Sch	edule	9		Page: 8 of	13							1	Prepar	ed hy	/: JCM	S. Inc	
	Critical Re	emaining Work					. 290. 0 01	. •								Jpui	J. 1. 1. 1. 1	- 551110	-,	

Activity ID	Activity Name	Calendar	Orig	Rem	Start	Finish			020	2021 2022	2023	2024	2025
			Dur	Dur			Q4 C	Q1 Q2	2 Q3 Q	4 Q Q2 Q3 Q4 Q1 Q2 Q3 Q4	Q Q2 Q3 Q4 Q1	Q Q3 Q4	Q1 Q2 Q3 4
Pier 16		5: B W 1 W 1 #151	450	450	02-Oct-20	12-Jul-22			<u>-</u>				
PMS1060	Install (10) Casings - Pier 16	Five Day Work Week w/Holidays	60	60	02-Oct-20	28-Dec-20			ļļ				
PMS1020	Build Cofferdam - Pier 16	Fish Calendar*	15	15	23-Jul-21	12-Aug-21					ļ <u>-</u>		
PMS1070	Drill (10) Shafts (Including Slurry) - Pier 16	Five Day Work Week w/Holidays	80	80	15-Nov-21	10-Mar-22			ļļ		·		
PMS1090	Rig/Set/Install Cage incl. Shaft Cleanout (10 Shafts) - Pier 16	Five Day Work Week w/Holidays	40	40	10-Feb-22	07-Apr-22	# -				·		
PMS1120	Pour (2 days) & Cure Concrete (28 days) - Pier 16	Concrete Cure Calendar	30	30	08-Apr-22	07-May-22			ļļ		ļ		ļļļ.
PMS1130	F/R/P/C/S Lift Pier - Pier 16	Five Day Work Week w/Holidays	60	60	18-Apr-22	12-Jul-22					ł		
Bridge Str		E' - D - M - I M - I - M - E I -	489	489	30-Mar-21	02-Mar-23					ļ		ļ
Bridge Stri	Lecture - East Approach  Erect Steel Girders/Plates/Waterproof/Drainage/Asphalt/Sand from East Abutment to Pier 1	Five Day Work Week w/Holidays Five Day Work Week w/Holidays	325 10	325 10	30-Mar-21 30-Mar-21	08-Jul-22 12-Apr-21					<del></del>		ļ
BR1040	· · · · · · · · · · · · · · · · · · ·	Five Day Work Week w/Holidays		15	13-Apr-21	03-May-21					<del> </del>		ļ
BR1180	Erect Steel Girders/Plates/Catenary Structures/Waterproof/Drainage/Asphalt/Sand from Pier 1 to Pier 2  Erect Steel Girders/Plates/Waterproof/Drainage/Asphalt/Sand from Pier 2 to Pier 3	Five Day Work Week w/Holidays	15 10	10	04-May-21	17-May-21	<b>  </b>  -				<del> </del>		ļ
BR1190	Erect Steel Girders/Plates/Waterproof/Drainage/Asphalt/Sand from Pier 3 to Pier 4	Five Day Work Week w/Holidays		15	18-May-21	,	╂						ļ
	, , , , , , , , , , , , , , , , , , , ,	· · · · · · · · · · · · · · · · · · ·	15		•	08-Jun-21			ļļ		<del>    </del>		
BR1200	Erect Steel Girders/Plates/Waterproof/Drainage/Asphalt/Sand from Pier 4 to Pier 5	Five Day Work Week w/Holidays	10	10	09-Jun-21	22-Jun-21	₩ -				<del>                                     </del>		ļ
BR1210	Erect Steel Girders/Plates/Catenary Structures/Waterproof/Drainage/Asphalt/Sand from Pier 5 to Pier 6	Five Day Work Week w/Holidays	15	15	23-Jun-21	14-Jul-21	₩				ļļļ		
BR1220	Erect Steel Girders/Plates/Waterproof/Drainage/Asphalt/Sand from Pier 6 to Pier 7	Five Day Work Week w/Holidays	10	10	15-Jul-21	28-Jul-21	<b>  </b>  -				<del>     </del>		
BR1230	Erect Steel Girders/Plates/Catenary Structures/Waterproof/Drainage/Asphalt/Sand from Pier 7 to Pier 8	Five Day Work Week w/Holidays	15	15	29-Jul-21	18-Aug-21	<b>  </b>  -						
BR1240	Erect Steel Girders/Plates/Waterproof/Drainage/Asphalt/Sand from Pier 8 to Pier 9	Five Day Work Week w/Holidays	10	10	01-Oct-21	14-Oct-21	<b>  </b>  -						
BR1250	Erect Steel Girders/Plates/Catenary Structures/Waterproof/Drainage/Asphalt/Sand from Pier 9 to Pier 10	Five Day Work Week w/Holidays	15	15	10-Dec-21	03-Jan-22	<b> </b>						
BR1260	Erect Steel Girders/Plates/Waterproof/Drainage/Asphalt/Sand from Pier 10 to Pier 11	Five Day Work Week w/Holidays	10	10	07-Jan-22	20-Jan-22					ļ <u>-</u>		ļļļ.
BR1270	Erect Steel Girders/Plates/Catenary Structures/Waterproof/Drainage/Asphalt/Sand from Pier 11 to Pier 12	Five Day Work Week w/Holidays	15	15	07-Feb-22	28-Feb-22					ļ <u>-</u>		
BR1280	Erect Steel Girders/Plates/Waterproof/Drainage/Asphalt/Sand from Pier 12 to Pier 13	Five Day Work Week w/Holidays	10	10	08-Mar-22	21-Mar-22							
BR1290	Erect Steel Girders/Plates/Catenary Structures/Waterproof/Drainage/Asphalt/Sand from Pier 13 to Pier 14	Five Day Work Week w/Holidays	15	15	05-Apr-22	25-Apr-22	<b> </b>   -				ļ <u>-</u>		
BR1300	Erect Steel Girders/Plates/Waterproof/Drainage/Asphalt/Sand from Pier 14 to Pier 15	Five Day Work Week w/Holidays	10	10	24-Jun-22	08-Jul-22	<b> </b>   -						
	Joseph Charles (Cidera / District Control of	Five Day Work Week w/Holidays		215	22-Feb-22 22-Feb-22	23-Dec-22 14-Mar-22							
BR1390	Erect Steel Girders/Plates/Catenary Structures/Waterproof/Drainage/Asphalt/Sand from Pier 19 to Pier 18	Five Day Work Week w/Holidays	15	15									
BR1380	Erect Steel Girders/Plates/Catenary Structures/Waterproof/Drainage/Asphalt/Sand from Pier 20 to Pier 19	Five Day Work Week w/Holidays	15	15	15-Mar-22	04-Apr-22							
BR1370	Erect Steel Girders/Plates/Waterproof/Drainage/Asphalt/Sand from Pier 21 to Pier 20	Five Day Work Week w/Holidays	10	10	05-Apr-22	18-Apr-22							
BR1360	Erect Steel Girders/Plates/Catenary Structures/Waterproof/Drainage/Asphalt/Sand from Pier 22 to Pier 21	Five Day Work Week w/Holidays	15	15	19-Apr-22	09-May-22	<b>  </b>  -						
BR1350	Erect Steel Girders/Plates/Waterproof/Drainage/Asphalt/Sand from Pier 23 to Pier 22	Five Day Work Week w/Holidays	10	10	10-May-22	23-May-22	<b> </b>				ļ <u>-</u>		
BR1340	Erect Steel Girders/Plates/Catenary Structures/Waterproof/Drainage/Asphalt/Sand from Pier 24 to Pier 23	Five Day Work Week w/Holidays	15	15	24-May-22	14-Jun-22	<b>  </b>  -						
BR1330	Erect Steel Girders/Plates/Waterproof/Drainage/Asphalt/Sand from Pier 25 to Pier 24	Five Day Work Week w/Holidays	10	10	15-Jun-22	28-Jun-22	<b>  </b>  -						
BR1320	Erect Steel Girders/Plates/Catenary Structures/Waterproof/Drainage/Asphalt/Sand from Pier 26 to Pier 25	Five Day Work Week w/Holidays	15	15	29-Jun-22	20-Jul-22	<b> </b>   -						
BR1310	Erect Steel Girders/Plates/Waterproof/Drainage/Asphalt/Sand from West Abutment to Pier 26	Five Day Work Week w/Holidays	10	10	12-Dec-22	23-Dec-22					<b>,</b>		
Main Bridg BR1060	e Structure Assemble East Flanking Truss (Off Site)	Five Day Work Week w/Holidays	439 90	439 90	09-Jun-21 09-Jun-21	02-Mar-23 14-Oct-21					·		
BR1150	Perform Test Pile - Dolphins and Fenders	Fish Calendar*	10	10	09-Jul-21	15-Jul-21					· <del> </del> <del> </del> <del> </del> <del> </del>		
BR1020	Assemble Movable Span (Including Machinery Housing) (Off Site)	Five Day Work Week w/Holidays	180	180	05-Aug-21	20-Apr-22					·		
BR1020	Assemble West Flanking Truss (Off Site)	Five Day Work Week w/Holidays	90	90	15-Oct-21	20-Apr-22 23-Feb-22	₩ -				<del>     </del>		
BR1070	Erect West Tower Steel Structure	Five Day Work Week w/Holidays		30		23-Feb-22 28-Jun-22	₩ -				<del>      </del>		ļ}
BR1080 BR1400	Set East Flanking Truss in Place	Weekend Calendar	30	2	17-May-22	28-Jun-22 25-Jun-22	₩ -				<del> </del>		ļ
	-	Five Day Work Week w/Holidays		60	25-Jun-22 29-Jun-22		╂				<del> }</del>		<del> }}-</del>
BR1090 BR1120	Build and Install East Counterweigt/Lift Machinery  Build Dolphins and Fenders (incl. Piles) (LIRPiver)		60	90	29-Jun-22 11-Jul-22	22-Sep-22 14-Nov-22	₩ -				<del> </del>		ļ
BR1120 BR1100	Build Dolphins and Fenders (incl. Piles) (UpRiver)  Erect East Tower Steel Structure	Five Day Work Week w/Holidays Five Day Work Week w/Holidays	90		11-Jul-22 13-Jul-22		₩ -				<del></del>		ļ
DR TIUU	LIEG LASI TOWEL STEEL STRUCTURE	Tive Day WORK Week W/Holidays	30	30	13-JUI-22	23-Aug-22		<u> </u>	<u> </u>		<u> </u>	<u> </u>	<u> </u>
Remaini	ng Level of Effort ◆	New Jersey Transit				Project ID:	RRDE	390%	%-R0		Data Date	: 23-Sep	-19
	evel of Effort	an River Bridge Replace	mant								Print Date	.: 28-Au	յ-18
Actual W	OOR/ 6	•											
Remaini	ng resix	Submission - Project Sch	eaule	<del>;</del>		Page: 9 of 1	13				Prepared by: J	CMS, Inc	<b>).</b>
Critical F	Remaining Work												

Activity ID	Activity Name	Calendar	Orig	Rem	Start	Finish	2020	2021	2022	2023	2024	2025	
			Dur	Dur			Q4 Q1 Q2 Q3 Q4	Q Q2 Q3 Q4	1 Q1 Q2 Q3 Q4	Q Q2 Q3 Q4	Q1 Q Q3 Q4	Q1 Q2 Q3	4
BR1420	Set West Flanking Truss in Place	Weekend Calendar	2	2	16-Jul-22	16-Jul-22							
BR1140	Remove West Trestle - South Amboy Side	Fish Calendar*	60	60	21-Jul-22	13-Oct-22							
BR1110	Build and Install West Counterweight/Lift Machinery	Five Day Work Week w/Holidays	60	60	24-Aug-22	16-Nov-22							
BR1030	Set Movable Span in Place	Weekend Calendar	4	4	19-Nov-22	20-Nov-22							
BR1160	Tie-In East Counterweight/Lift Machinery to Movable Span	Five Day Work Week w/Holidays	10	10	21-Nov-22	05-Dec-22			0				
BR1170	Tie-In West Counterweight/Lift Machinery to Movable Span	Five Day Work Week w/Holidays	10	10	21-Nov-22	05-Dec-22			0				
BR1050	Test and Commission New Movable Bridge	Five Day Work Week w/Holidays	60	60	06-Dec-22	02-Mar-23							
West Abut	ment	Five Day Work Week w/Holidays	666	666	28-Apr-20	09-Dec-22							
WA1000	Perform Test Pile - West Abutment	Five Day Work Week w/Holidays	2	2	28-Apr-20	29-Apr-20	1						
WA1030	Install (18) Steel Pipe Piles - West Abutment	Five Day Work Week w/Holidays	10	10	14-Oct-22	27-Oct-22							
WA1050	F/R/P/C/S Concrete Cap - West Abutment	Five Day Work Week w/Holidays	30	30	28-Oct-22	09-Dec-22							
New Traci	Construction - Work to be Performed by New Jersey Transit	Five Day Work Week w/Holidays	250	250	30-Jan-23	23-Jan-24							
NJT905	NJT - Remove Existing Raritan Steel Sidetrack form Sta. 31+55 to ROW Line	Five Day Work Week w/Holidays	5	5	30-Jan-23	03-Feb-23							
NJT915	NJT - Construct Temp. Raritan Steel Track 1: Sta. 31+54 to 45+01 & Track 2: Sta. 43+91 to 46+01 & No. 10 LH Turnout	Five Day Work Week w/Holidays	20	20	06-Feb-23	06-Mar-23							
NJT920	NJT - Construct New Track 1 from Stations 38+71 to 46+60	Five Day Work Week w/Holidays	25	25	07-Mar-23	10-Apr-23							
NJT930	NJT - Construct New Track 1 from Stations 46+60 to 79+13	Five Day Work Week w/Holidays	100	100	11-Apr-23	30-Aug-23							
NJT1060	NJT - Construct New Track 2 from Stations 46+00 to 77+50	Five Day Work Week w/Holidays	100	100	31-Aug-23	23-Jan-24							
Signals a	nd Catenaries	Five Day Work Week w/Holidays	497	497	28-Oct-20	12-Oct-22							
Equipmer	t Compounds/Signal Houses/Overhead Catenary System Work to be Performed by Contractor	Five Day Work Week w/Holidays	497	497	28-Oct-20	12-Oct-22							
SH1000	Build New "Essay" Platform for Signal House @ Sta. 45+00	Five Day Work Week w/Holidays	25	25	28-Oct-20	02-Dec-20							
SH1140	Build New "Essay" Equipment Platform @ Sta. 81+00	Five Day Work Week w/Holidays	60	60	28-Oct-20	22-Jan-21		]					
SH1150	Build New Signal Case 2E Platform at Sta. 34+03 and Signal Case 2W Platform at Sta. 22+16	Five Day Work Week w/Holidays	25	25	25-Jan-21	01-Mar-21							
SH1110	Build New Signal House 2W Platform at Sta. 45+45	Five Day Work Week w/Holidays	20	20	02-Mar-21	29-Mar-21							
SC1040	Build (13) Catenary Structures from Station 77+50 to 100+00 (South Amboy)	Five Day Work Week w/Holidays	65	65	04-May-21	04-Aug-21							
NJT1160	Demo Existing Essay Tower & Small Structures in South Amboy	Five Day Work Week w/Holidays	10	10	12-May-22	25-May-22			0				
SC1010	Install Monopoles and Offline Catenary Structures for River Bridge & Approaches	Five Day Work Week w/Holidays	35	35	24-Aug-22	12-Oct-22							
Work to b	e Performed by New Jersey Transit	Five Day Work Week w/Holidays	349	349	05-Aug-21	19-Dec-22							
NJT1020	NJT - Install All Hardware for Catenary Structures from Sta. 77+50 to 100+00 (South Amboy)	Five Day Work Week w/Holidays	10	10	05-Aug-21	18-Aug-21		0					
NJT1030	NJT - Pull All Wiring for Catenaries from Sta. 77+50 to 100+00 (South Amboy)	Five Day Work Week w/Holidays	10	10	19-Aug-21	01-Sep-21		0					
NJT1040	NJT - Build Signal Interlocking System South Amboy Side/Test Signal System	Five Day Work Week w/Holidays	120	120	19-Nov-21	11-May-22							
NJT1050	NJT - Install 138kV Traction Power Feeders	Five Day Work Week w/Holidays	10	10	21-Nov-22	05-Dec-22							
NJT1055	NJT - Install 69kV Signal Power Feeders	Five Day Work Week w/Holidays	10	10	06-Dec-22	19-Dec-22							

New Jersey Transit Raritan River Bridge Replacement 90% Submission - Project Schedule Project ID: RRDB90%-R0

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Activity ID	Activity Name	Calendar	Orig	Rem	Start	Finish	2020	2021	2022	2023	2024	2025
			Dur	Dur			Q4 Q1 Q2 Q3	Q4 Q Q2 Q3 Q4	1 Q1 Q2 Q3 Q	Q Q2 Q3 Q4	Q1 Q Q3 C	04 Q1 Q2 Q3 <sup>4</sup>
STAC	GE 3 - TRACK 1 RELATED WORK	Five Day Work Week w/Holidays	126	126	31-Aug-23	29-Feb-24						
Wor	to be Performed by Contractor	Five Day Work Week w/Holidays	20	20	06-Oct-23	02-Nov-23						
CON	1140 Contractor Work: Grading for New Track 1 from Sta 30+78 to 38+71 & 80+92 to 99+00	Five Day Work Week w/Holidays	10	10	06-Oct-23	19-Oct-23						
CON	1150 Contractor Work: Grading for Proposed Essay Running Track from Sta. 80+72 to 90+35	Five Day Work Week w/Holidays	10	10	20-Oct-23	02-Nov-23						
Wor	to be Performed by New Jersey Transit	Five Day Work Week w/Holidays	126	126	31-Aug-23	29-Feb-24						
NJT	070 NJT - Install All Hardware for Catenary Structures from Sta. 47+00 to 76+50 for Track 1	Five Day Work Week w/Holidays	10	10	31-Aug-23	14-Sep-23						
NJT	115 NJT - Remove Temp. Raritan Steel Track 1: Sta. 31+55 to 38+71 & Track 2: Sta. 41+90.08 to 46+00 & No. 10 LH Turnot	Five Day Work Week w/Holidays	10	10	31-Aug-23	14-Sep-23						
NJT	NJT - Remove Existing Track 1 from Stations 38+71 to 41+88, 80+92 to 84+50 & 92+00 to 99+50	Five Day Work Week w/Holidays	15	15	15-Sep-23	05-Oct-23						
NJT	NJT - Remove Existing Essay Running Track from Stations 79+49 to 88+50	Five Day Work Week w/Holidays	5	5	06-Oct-23	12-Oct-23				1		
NJT	NJT - Remove 3 Existing No. 10 Turnouts in "Essay" Interlocking on Track 1	Five Day Work Week w/Holidays	15	15	13-Oct-23	02-Nov-23						
NJT	NJT - Construct New Track 1 from Stations 43+91 to 45+01, 80+72 to 84+63 & 92+00 to 99+50	Five Day Work Week w/Holidays	30	30	03-Nov-23	15-Dec-23						
NJT <sup>-</sup>	NJT - Install New No. 15 RH Turnout to Essay Running Track in Track 1	Five Day Work Week w/Holidays	10	10	18-Dec-23	02-Jan-24						
NJT <sup>-</sup>	NJT - Relocate Temp. Raritan Steel Track 1 to Proposed Track 1 from Sta. 38+71 to Sta. 43+91	Five Day Work Week w/Holidays	5	5	03-Jan-24	09-Jan-24						
NJT	NJT - Relocate Existing Track 1 to Proposed Alignment from Stations 30+87 to 38+71 & 84+63 to 92+00	Five Day Work Week w/Holidays	20	20	10-Jan-24	06-Feb-24						
NJT <sup>-</sup>	200 NJT - Construct New Essay Running Track from Stations 80+72 to 88+50	Five Day Work Week w/Holidays	15	15	24-Jan-24	13-Feb-24						
NJT	090 NJT - Pull All Wiring for Catenaries from Sta. 47+00 to 76+50 for Track 1	Five Day Work Week w/Holidays	10	10	07-Feb-24	21-Feb-24						
NJT	NJT - Line & Surface Existing Track 1 from Sta. 99+50 to 101+18	Five Day Work Week w/Holidays	5	5	07-Feb-24	13-Feb-24						
NJT	NJT - Relocate Existing Essay Running Track to Proposed Alignment from Stations 88+50 to 90+35	Five Day Work Week w/Holidays	10	10	14-Feb-24	28-Feb-24						
NJT	NJT - Terminations, Test and Integrate System - Track 1	Five Day Work Week w/Holidays	5	5	22-Feb-24	28-Feb-24						
NJT	180 NJT - New Track 1 over New Bridge Placed in Service	Five Day Work Week w/Holidays	0	0		28-Feb-24					<b>•</b>	
NJT	230 NJT - Place New Essay Running Track in Service	Five Day Work Week w/Holidays	1	1	29-Feb-24	29-Feb-24				1		

New Jersey Transit
Raritan River Bridge Replacement
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Activity ID	Activity Name	Calendar	Orig	Rem	Start	Finish		2020	2021	2022	2023	2024	2025
			Dur	Dur			Q4 Q1	Q2 Q3 Q4	Q Q2 Q3 Q	4 Q1 Q2 Q3 Q4	Q Q2 Q3 Q4	Q1 Q Q3 Q4	Q1 Q2 Q3 <sup>4</sup>
STAGE	4 - TRACK 2 RELATED WORK	Five Day Work Week w/Holidays	136	136	24-Jan-24	05-Aug-24							
Work to	be Performed by Contractor	Five Day Work Week w/Holidays	15	15	01-Mar-24	21-Mar-24							
CON123	Contractor Work: Grading for New Track 2 from Sta. 32+41 to 46+00 & 77+50 to 99+50	Five Day Work Week w/Holidays	15	15	01-Mar-24	21-Mar-24							
Work to	be Performed by New Jersey Transit	Five Day Work Week w/Holidays	136	136	24-Jan-24	05-Aug-24							
NJT1190	NJT - Install All Hardware for Catenary Structures from Sta. 47+00 to 76+50 for Track 2	Five Day Work Week w/Holidays	10	10	24-Jan-24	06-Feb-24							
NJT1250	NJT - Remove Existing Track 2 from Stations 79+00 to 86+00 & 92+00 to 99+50 & (2) No. 10 Turnouts @ Essay	Five Day Work Week w/Holidays	20	20	22-Mar-24	18-Apr-24							
NJT1270	NJT - Relocate Existing Track 2 to Proposed Alignment Sta 32+41 to 39+50 & 86+00 to 92+00	Five Day Work Week w/Holidays	10	10	19-Apr-24	02-May-24	1					0	
NJT1260	NJT - Install New Track 2 from Stations 39+50 to 46+00, 77+50 to 86+00 & 92+00 to 99+50	Five Day Work Week w/Holidays	40	40	03-May-24	28-Jun-24							
NJT1280	NJT - Line & Surface Track 2 from Sta. 99+50 to 105+49	Five Day Work Week w/Holidays	5	5	01-Jul-24	08-Jul-24	1					1	
NJT1310	NJT - Relocate 2-138kV Conductors from Existing Span to South Side of Monopoles	Five Day Work Week w/Holidays	10	10	01-Jul-24	15-Jul-24						1	
NJT1320	NJT - Pull All Wiring for Catenaries from Sta. 47+00 to 76+50 for Track 2	Five Day Work Week w/Holidays	10	10	16-Jul-24	29-Jul-24	1						
NJT1100	NJT - Terminations, Test and Integrate System - Track 2	Five Day Work Week w/Holidays	5	5	30-Jul-24	05-Aug-24	T						
NJT1290	NJT - New Track 2 over New Bridge Placed in Service	Five Day Work Week w/Holidays	0	0		05-Aug-24	1					•	

New Jersey Transit
Raritan River Bridge Replacement
90% Submission - Project Schedule

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Activity ID	Activity Name	Calendar	Orig	Rem	Start	Finish	2020	2021	2022	2023	2024	2025
			Dur	Dur			Q4 Q1 Q2 Q3 Q4	Q Q2 Q3 Q4	Q1 Q2 Q3 Q4	Q Q2 Q3 Q4	Q1 Q Q3 Q4	Q1 Q2 Q3 4
STAGE 5 -	- DEMOLITION AND MISCELLANEOUS WORK		316	316	01-Jul-24	26-Sep-25						
Work to be	Performed by Contractor		316	316	01-Jul-24	26-Sep-25			 			
CON1080	Remove Existing Swing Span, Pivot Pier, Existing Flanking Spans and Rest Piers	Fish Calendar*	100	100	01-Jul-24	19-Nov-24			 			
CON1200	Build Dolphins and Fenders (incl. Piles) (DownRiver)	Fish Calendar*	90	90	20-Nov-24	26-Sep-25			 			
CON1120	Demolish Existing Bridge Structure	Five Day Work Week w/Holidays	150	150	27-Nov-24	01-Jul-25			 			
BR1130	Remove East Trestle - Perth Amboy Side	Fish Calendar*	60	60	02-Jul-25	25-Sep-25						
Work to be	Performed by New Jersey Transit	Five Day Work Week w/Holidays	80	80	06-Aug-24	26-Nov-24			 			
NJT1210	NJT - Remove Existing Track 1 from Stations 41+88 to 77+38	Five Day Work Week w/Holidays	40	40	06-Aug-24	01-Oct-24			 			
NJT1300	NJT - Remove Existing Track 2 from Stations 39+51 to 79+00	Five Day Work Week w/Holidays	40	40	02-Oct-24	26-Nov-24						

New Jersey Transit Raritan River Bridge Replacement 90% Submission - Project Schedule Project ID: RRDB90%-R0

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September 28, 2018

#### **ADDENDUM NO. 2**

Re: NJ TRANSIT Request for Proposal (RFP) No. 18-015 Construction Management Services for the Raritan River Bridge Replacement Project

To Whom It May Concern:

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

#### I. GENERAL PROJECT INFORMATION

**1.** Extension of Deadline for Proposals

NJ TRANSIT hereby extends the deadline for submission of proposals from Wednesday, October 10, 2018 to Wednesday, October 17, 2018. Proposals are to be delivered on or before 3:00p.m. on Wednesday, October 17, 2018. Refer to RFP Section V - Proposal Requirements for the complete details of the proposal requirements.

#### 2. RFP Section I – General Project Information

Delete subsection F entitled "Contract Duration" in its entirety and replace with the following:

The duration of the activities is anticipated to be as follows:

Contract:	<b>Duration:</b>
Pre-Construction Services	8 months
Construction Management and Close-out	83 Months
Services	
Total	91 Months

#### 3. RFP Section II - Project Background and Description

Incorporate the following changes into subsection C entitled "Responsibilities Overview".

- Delete in Item 1 paragraphs a. and b. in their entirety and replace with the following:
  - a. Provide pre-award assistance in the NJ TRANSIT bid process for all contracts associated with this Project, which shall include but not be limited to the following

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tasks: attendance at all Pre-bid meetings and site inspections, responsibility assessments of prospective contractors, and preparation and distribution of all meeting minutes, as requested.

- b. Provide a complete Management Procedures Document and a Document Control System that is in compliance with NJ TRANSIT's Document Control Procedures as stated elsewhere in this RFP Proposal.
- Delete Item 1, paragraph m. in its entirety and replace with the following:
  - m. Coordinate with the Design Consultant in preparation of the project's final asbuilt drawings.
- Delete Item 3, in its entirety and replace with the following:
  - 3. The Construction Management firm/team shall only employ experienced individuals, including field inspectors, who are qualified and have a minimum of five (5) years of experience on similar projects in the areas they will be managing.

#### 4. RFP Section IV - Scope Of Services - Construction Management Services

Incorporate the following changes into subsection C entitled "Additional Construction Management Responsibilities".

- Delete Item 1 entitled "General", paragraph a. in its entirety and replace with the following:
  - a. The Construction Manager shall be responsible for all aspects of CM, including, but not limited to, full responsibility for monitoring, inspection, acceptance and approval of all contract performed work; integration and coordination of force account efforts with that of the Construction Contractors; and monitoring of individual project schedules and reporting such as daily inspection reports, testing reports, monthly reports and any other activities that generate a report to the NJ TRANSIT staff. The Construction Manager shall review the Contractor's monthly CPM schedule for acceptance by NJ TRANSIT.

Contract Activity	Description of CM Firm's Services	Duration
Preconstruction Design Assistance	Pre-award assistance in the NJ TRANSIT bid process for all contracts associated with this Project and provide a complete Management Procedures and Document Control System in compliance with NJ TRANSIT's Document Control Procedures	8 months
Construction	Support in connection with the construction contractor's complete construction of new Raritan River Lift Bridge constructed off line of the existing bridge as a replacement for the existing swing bridge including all approach spans and transitions into the existing track structure on either approach to the bridge.	62 months

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Testing &	Support of Testing & Commissioning of bridge	3
Commissioning		months
Demolition	Support in connection with demolition of existing	12
Existing Bridge	bridge	months
Contract	Contract closeout	6
closeout		months
	Total	91
		Months

Incorporate the following changes into Item 2 entitled "Pre-Construction Services"

- Delete the last sentence of the first paragraph in its entirety and replace with the following: "Rather, staff should be available only as needed for Tasks P1-P2 below."
- Delete TASK P1 Constructability Review in its entirety.
- Delete the heading for TASK P2 and add TASK P1 to the heading.
- Delete the heading for TASK P3 and add TASK P2 to the heading

Incorporate the following changes into Item 3 entitled "Construction Management Administration"

- TASK C2 -Inspection and Testing, Item c Line 17 delete P3 and add P2.
- TASK C5 Shop Drawings and Material Review/Handling, Item a. 2nd sentence delete P3 and add P2.
- TASK C6 Project Change Management (Change Orders), Item a. 2nd sentence delete P3 and add P2.
- Delete TASK C10 As Directed, Item a. in its entirety and replace with the following:
  - a. The Construction Manager shall include an As Directed Task in the Cost Proposal, which shall have 3000 person-hours allotted for technical professional staff.

#### 5. RFP Exhibit 1 – Professional Services Agreement

Delete Article 44 entitled "Quality Assurance Plan" in its entirety and replace with the following:

44. QUALITY ASSURANCE PLAN: The Consultant shall perform all work consistent with the professional skill and care provided by practitioners of the same discipline under similar circumstances and conditions. 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.

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#### **II. QUESTIONS**

Questions submitted by prospective proposers and NJ TRANSIT's responses are attached hereto as Attachment A to this Addendum No. 2.

#### FOR PROSPECTIVE PROPOSERS ONLY

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

Sincerely,



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#### NJ TRANSIT RFP NO. 18-015 ADDENDUM NO. 2

#### **ATTACHMENT A**

**QUESTIONS & NJ TRANSIT'S RESPONSES** 

RFP No. 18-015 Addendum No. 2–9/28/18

No.	RFP Section	Question	NJ TRANSIT Response
1	Section I.F Contract Duration	Please confirm the duration of the pre-construction phase. RFP states the anticipated NTP is February 2019, and the duration of the pre-construction phase is 18 months. The 90% Project Schedule in Addendum 1 shows the construction NTP in Sept 2019.	Refer to Addendum No. 2
2	Section I.F Contract Duration	The RFP notes that Construction Management services will be required for 96 months. The Schedule included in Addendum 1 indicates that Construction Management services will be required for 86 months. Please issue a clarification for the required duration of Construction Management services.	Refer to Addendum No. 2
3	Section II.B Construction Management Objectives (p.14)	Change the following subparagraphs to read as follows:  Observe, witness and document, where required by specifications, the final product is a proper functioning, safe Project, which reflects the work elements as described in the plans and specifications	NJ TRANSIT does not accept the proposed change.
4	Section II.B Construction Management Objectives (p.15)	Change the following subparagraphs to read as follows:  6. Strict-compliance and enforcement of all contract requirements, rules, standards and requirements of NJ TRANSIT and Conrail Rail Operations Departments.  9. Compliance Strict enforcement with all applicable Federal, State and local codes, statutes, regulations, and ordinances governing all Project Work.  10. Maintenance of proper safe-construction conditions and good construction quality control.	NJ TRANSIT does not accept the proposed change.
5	Section II.C Responsibilities Overview (p.15)	Change to read as follows:  m. <u>Coordinate with</u> Assistance to-the Design Consultant in preparation of the project's final as-built drawings.	Refer to Addendum No. 2
6	Section II.C Responsibilities Overview (p.16)	Change to read as follows: The Construction Management firm/team shall only employ experienced individuals, including field inspectors, who are qualified and highly-proficient in the areas they will be managing.	Refer to Addendum No. 2
7	Section IV - Task C.10	Task C10 b. and c. – we assume the RFP (b.) means \$300K should be allocated for testing and (c.) means \$300K for survey for a total of \$600K as directed services. Please confirm our understanding.	Yes, the values are \$300,000.00 for testing allowance and \$300,000.00 for survey allowance for a total of \$600,000.00 for as directed services.
	Section IV - Task C.8	Change to read as follows:  The Construction Manager shall designate a Safety Officer who shall have full authority to act on behalf of the Construction Manager at all times to observe and document ensure that all Construction Work is being performed in accordance with Standard Industry Practices and with State and Federal laws regulating job safety. The Safety Officer shall review and approve all Contractor SSWPs. Questionable work practices planned to be used by the Construction Contractor(s) shall be noted by the Construction Manager and promptly brought to the attention of the Construction Contractor prior to the commencement of such Project Work in the field.	
8	Project Safety (p. 41)  Section IV - Task C.8	Change to read as follows: Should the Construction Contractor be performing any aspect of the Project Work in an unsafe manner that could jeopardize human safety, the Construction Manager shall issue the Construction Contractor a Stop Work Order and prepare a detailed report of the occurrence that justified this action. The Stop Work Order shall not be lifted until the Construction Contractor has implemented corrective measures to eliminate the unsafe practice. The elimination of an unsafe practice shall be determined by the Construction Manager and NJ TRANSIT. In no event shall NJ TRANSIT be responsible for costs associated with CM's measures to eliminate the unsafe practice and/or remedy the Stop Work Order. The Construction Contractor will be advised by the CM as part of the notification of the unsafe work practice or stop work order that any time lost incurred by the Construction Contractor to correct the unsafe work practice and/or the stop work order will not be allowed as the basis for a time extension claim. Notwithstanding CM Consultant's responsibility, CM Consultant shall not be responsible for site safety, means and methods and sequence of construction. Stop Work shall apply to identification of non-conformance of permanent construction work.	
9	Project Safety (p. 42)	action of non-companied of permanent construction work.	NJ TRANSIT does not accept the proposed change.

Section IV - Task C10  As Directed  Section IV - Task C10  As Directed  Section IV - Task C10  Section IV - Task C			
Section IV - Task C1  As Directed  Section IV - Task C21  Mill there be ECMS training sessions provided to the CM Document Control staff from NI TRANSIT? If so, how long is the training and how many people will be able to attend?  Section IV - Task P3  Document Control  Section IV - Task P3  Section IV -	No. RFP Section	RFP Section Question	NJ TRANSIT Response
Section IV - Task P3 1 Document Control 1 Section IV Scope of 2 Services 2 Services 3 Services 3 Services 3 Services 4 Confirm the CM scope does not include environmental oversight, and that all monitoring and oversight work will be performed by the LSRP. The LSRP will handle all environmental oversight work will be able to proceed with the Design Reviews and Constructability 3 Review 4 Section IV - Task P1 5 Constructability 5 Review 5 Section IV - Task P1 6 Constructability 7 Reviews and Constructability 8 Reviews and Constructability 8 Section A on page 49 of the RFP states: "In addition, each firm having performed services for IN TRANSIT, as a Prime Consultant or Section A on page 49 of the RFP states: "In addition, each firm having performed services for IN TRANSIT, as a Prime Consultant or Section A on page 49 of the RFP states: "In addition, each firm having performed services for IN TRANSIT, as a Prime Consultant or Section A on page 49 of the RFP states: "In addition, each firm having performed services for IN TRANSIT, as a Prime Consultant or Section A on page 49 of the RFP states: "In addition, each firm having performed services for IN TRANSIT, as a Prime Consultant or Section A on page 49 of the RFP states: "In addition, each firm having performed services for IN TRANSIT, as a Prime Consultant or Section A on page 49 Section A in line 5 in parenthes be reduced to a defined number? If so, how many references per firm?  The Consultant shall defend, indemnify, protect and save harmless the State of New Jersey, NI TRANSIT, the U.S. Department of Transportation (USDOT), the Federal Transit Administration (FTA) (If the Agreement is in whole or part tederally funded), and their directors, officers, employees, servants and agents (Trindemnified Pagins at all sustainable and administration (USDOT), the Federal Transit Administration (FTA) (If the Agreement is the Section A on a manged of the page two persons, persons, or property but only to the extent due to the negligant acts, omissions, or willful miscon		on IV - Task C10 submission or just contract with a surveying firm after the award?	The surveyor may be named after award but will require approval of NJ TRANSIT to be under contract to the Construction Manager.
2		On IV - Task P3   many neonle will be able to attend?	Yes, training will be provided by NJ TRANSIT for the ECMS System, training will be for two (2) individuals and last for a period of one week.
Constructability Review  Review and Constructability?  Review and Constructability?  Section V.B.4- Section V.B.4- References  Section V.B.4- References  Section V.B.4- References  Section 4 on page 49 of the RFP states: "in addition, each firm having performed services for NJ TRANSIT, as a Prime Consultant or Provide references or all NJ TRANSIT projects" be reduced to a defined number? If so, how many references per firm?  The Consultant shall defend, indemnify, protect and save harmless the State of New Jersey, NJ TRANSIT, the U.S. Department of Transportation (USDOT), the Federal Transit Administration (FTA) (if the Agreement is in whole or part federally funded), and their directors, officers, employees, servants and agents ("indemnified Parties") from and against all suits, actions, claims, demands or damages of whatsoever kind or nature arising out of or relating to the performance of this Agreement including, but not limited to, expenditures for and osts of investigations, hining of expert witnesses, court costs, reasonable counsel fees, settlements, judgments or therwise, brought be cause of any injunction of or admage received or sustained by any person, persons, or property but only to the extent due to the negligent acts, omissions, or willful misconduct of Consultant in subconsultant in the performance of the work specified in this Agreement or because of any injunction and example consultant or its Subconsultant in the performance of the work specified in this Agreement, or from any claims or amounts arising or received under the Worker's Compensation Act, or any other-law, ordinance, order, or decree-So men to be cause of any injunction of the money due to the Consultant every claim of the matter, in ordinance or other process respected by The Insurance coverages required in Article 12, MSURANCE. An TRANST will as soon as protectable after a claim has been made against to give written notice thereof to the Consultant every claim, demand, complaint, notice, summons, pleading or other process recon		'	The LSRP will handle all environmental oversight with the CM providing assistance as necessary.
Section V.B.4 - References Subconsultant, must provide references as stated above for all prior NJ TRANSIT projects." Can the criteria for "all prior NJ TRANSIT projects" page 49 Section 4 in line 5 in parenthes be reduced to a defined number? If so, how many references per firm?  The Consultant shall defend, indemnify, protect and save harmless the State of New Jersey, NJ TRANSIT, the U.S. Department of Transportation (USDOT), the Federal Transit Administration (FTA) (if the Agreement Is in whole or part federally funded), and their directors, officers, employees, servants and agents ("indemnified Parties") from and against all suits, actions, claims, demands changes of whatsoever kind or nature arising out of or relating to the performance of this Agreement including, but not limited to, expenditures for and costs of investigations, hiring of expert witnesses, court costs, reasonable counsel fees, settlements, judgments or otherwise, brought because of any judicies or damage received or sustained by any person, persons, or property but only to the extent due to the negligent acts, omissions, or willful misconduct of Consultant or its subconsultants. In the performance of the work, specified in this Agreement or because of any act, omission, neglect, or misconduct of said Consultant or this Subconsultant in the performance of the work specified in this Agreement or amounts arising or recovered under the Worker's Compensation Act, or any other law, ordinance, order, or decree. So much of the many distinct of the State of New Jersey and the said Consultant under and by virtue of this Agreements are may be consulted in the first of the State of New Jersey. The permitten of 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 will, as soon as practicable after a claim has been made against. It, give written notice thereof to the Consultant every claim, demand, complaint, notice	Constructability	What is the anticipated date of when the 90% and 100% Designs would be complete so that the CM will be able to proceed with the Design Reviews and Constructability?	
the Federal Transit Administration (FTA) (if the Agreement is in whole or part federally funded), and their directors, officers, employees, servants and agents ("Indemnified Parties") from and against all suits, actions, claims, demands or damages of whatsoever kind or nature arising out of or relating to the performance of this Agreement including, but not limited to, expenditures for and costs of investigations, hiring of expert witnesses, court costs, reasonable counsel fees, settlements, judgments or otherwise, brought because of any injuries or damage received or sustained by any person, persons, or property but only to the extent due to the negligent acts, omissions, or willful misconduct of Consultant or its subconsultantsan-account of the operations of said Consultant or its Subconsultant in the performance of the work, specified in this Agreement or because of any act, emission, neglect, or misconduct of said Consultant or its Subconsultant in the performance of the work specified in this Agreement, or from any claims or amounts arising or recovered under the Worker's Compensation Act, or any other law, ordinance, order, or decree So much of the money due the said Consultant under and by virtue of this Agreement as may be considered necessary by M. TRANSIT for such purpose may be retained for the use of N. TRANSIT expet 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 will, as soon as practicable after a claim has been made against it, give written notice thereof to the Consultant every claim, demand, complaint, notice, summons, pleading or other process received by NJ TRANSIT shall have the right, but not the obligation, to participate, to the extent it deems appropriate, is brought against NJ TRANSIT. NJ TRANSIT shall have the right, but not the obligation, to participate, to the water. In the defense of any such claims, demands, suits, a	Section V.B.4 -	on V.B.4 - Subconsultant, must provide references as stated above for all prior NJ TRANSIT projects." Can the criteria for "all prior NJ TRANSIT project	Provide references for all NJ TRANSIT projects performed within the last five (5) years as stated on page 49 Section 4 in line 5 in parentheses.
omissions, or willful misconduct or that of its subconsultants. 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.		the Federal Transit Administration (FTA) (if the Agreement is in whole or part federally funded), and their directors, officers, employees, servants and agents ("Indemnified Parties") from and against all suits, actions, claims, demands or damages of whatsoever kind or nature arising out of or relating to the performance of this Agreement including, but not limited to, expenditures for and costs of investigations, hiring of expert witnesses, court costs, reasonable counsel fees, settlements, judgments or otherwise, brought because of any injuries or damage received or sustained by any person, persons, property but only to the extent due to the negligent acts, omissions, or willful misconduct of Consultant or its subconsultants. en account of the operation of said Consultant or its Subconsultant in the performance of the work, specified in this Agreement or because of any act, omission, neglect, or miscondul of said Consultant or its Subconsultant in the performance of the work specified in this Agreement or because of any act, omission, neglect, or miscondul of said Consultant or its Subconsultant in the performance of the work specified in this Agreement or because of any act, omission, neglect, or miscondul of said Consultant or its Subconsultant or active 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 will, as soon as practicable after a claim has been made against it, give written notice thereof to the Consultant every claim, demand, complaint, notice, summons, pleading or other process received by NJ TRANSIT, NJ TRANSIT will immediately forward to the Consultant every claim, demand, complaint, notice, summons, pleading or other process received by NJ TRANSIT. NJ TRANSIT will have the right, but not the obligation, to p	or <del>ns</del>

No.	RFP Section	Question	NJ TRANSIT Response
16	Exhibit 1 - Article 11 Indemnification	We request to add LITIGATION AS A NON-PARTY. If Consultant is brought into litigation on this project or in connection with this Agreement as a non-party through (for example) a subpoena for records, deposition request, court directive or otherwise, NJ Transit will pay all costs incurred by Consultant, in compliance with any subpoena, deposition, court directive or otherwise including, but not limited to, document and records reproduction costs, search and review time, preparation time, appearance time, legal fees incurred, travel and other expenses, at all employees' regular billing rate at the time these costs are incurred and any other third party costs incurred.	NJ TRANSIT does not accept the proposed change.
10	muemmication		IN TRANSIT does not accept the proposed change.
		We request to add INDEMNIFICATION BY CONTRACTORS The NJ TRANSIT shall require the following language in every agreement with a construction contractor: To the fullest extent permitted by law, the contractor shall defend, indemnify and hold harmless the NJ TRANSIT, Hill International, Inc. and their respective officers, members, officials, consultants, agents, representatives, and employees, in both individual and official capacities (hereafter "Indemnitees") from and against all claims, damages, losses, and expenses (including the fees and charges of engineers, architects, contractor, separate construction managers, attorneys, and other professionals), whether direct, indirect, or consequential arising out of or in connection with this project. The contractor shall name the NJ TRANSIT and Hill International, Inc. as additional insureds and provide Hill International, Inc. with a certificate of insurance prior to performance of any work on the project. The contractor's above obligations to the Indemnitees shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable under worker's compensation acts, disability benefits or other employee benefit acts, or any insurance policy provided or required	
17	Exhibit 1 - Article 11 Indemnification	in connection with the project.	NJ TRANSIT does not accept the proposed change.
17	indemnification		NJ TRANSIT does not accept the proposed change.
18	Exhibit 1 - Article 11 Indemnification	The Consultant shall defend, indemnify, protect and save harmless the State of New Jersey, NJ TRANSIT, the U.S. Department of Transportation (USDOT), the Federal Transit Administration (FTA) (if the Agreement is in whole or part federally funded), and their directors, officers, employees, servants and agents ("Indemnified Parties") from and against all suits, actions, claims, demands or damages of whatsoever kind or nature to the extent caused by arising out of or relating to the negligent performance of this Agreement including, but not limited to, expenditures for and costs of investigations, hiring of expert witnesses, court costs, reasonable counsel fees, settlements, judgments or otherwise, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of said Consultant or its Subconsultant in the performance of the work, specified in this Agreement or because of any negligent act, omission, neglect, or willful misconduct of said Consultant or its Subconsultant	NJ TRANSIT does not accept the proposed change.
19	Exhibit 1 - Article 12 Insurance	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.	NJ TRANSIT does not accept the proposed change.
	Fyhihit 1 - Article 12	We request to add: The Consultant may meet the total required limits for general liability, automobile liability, and workers' compensation	
20	Insurance	insurance policies through an excess umbrella/liability insurance policy.	NJ TRANSIT accepts the proposed change.
	Exhibit 1 - Article 12	We request to delete: 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.	
21	Insurance		NJ TRANSIT does not accept the proposed change.

No.	RFP Section	Question	NJ TRANSIT Response
22	Exhibit 1 - Article 12 Insurance	All policies must 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 or non-renewed or is subject to any material reduction in limits, the Insurer will provide written notice to NJ TRANSIT at least thirty (30) calendar days prior to the occurrence of such event in accordance with Article 34, NOTIFICATION with a copy to NJ TRANSIT's Senior Director of Risk Management as follows:	NJ TRANSIT does not accept the proposed change.
23	Exhibit 1 - Article 12 Insurance	First paragraph. Last line. Delete the last sentence: "The policy shall include contractual liability coverage." There is no contractual liability coverage for professional liability.	NJ TRANSIT accepts the proposed change.
24	Exhibit 1 - Article 12 Insurance	Second paragraph. 10th line. Change: "CG 2026 11/85, CG 2010 11/85 or 2010 10/93", To read: "CG 2026 and CG 2037" so that a current form can be used for additional insured endorsement.	NJ TRANSIT accepts the proposed change.
25	Exhibit 1 - Article 12 Insurance	Second paragraph. 11th line. Change "naming" to read: "including"	NJ TRANSIT does not accept the proposed change.
26	Exhibit 1 - Article 12 Insurance	Second paragraph. 12th line. After " basis." add the following: "NJ Transit shall require its contractor(s) to include Consultant as an additional insured utilizing scheduled form CG 20 26. A copy of which shall be provided to Consultant prior to the commencement of work"	NJ TRANSIT does not accept the proposed change.
27	Exhibit 1 - Article 12 Insurance	Second paragraph. 14th and 15th line. Delete the sentence "There shall be no coverage exceptions for property containing or adjacent to railroad facilities or other transportation facilities." Replace with "The policy shall be endorsed with CG 24 17 or equivalent.	NJ TRANSIT does not accept the proposed change.
28	Exhibit 1 - Article 12 Insurance	Second paragraph. It is likely that not all subconsultants will be able to meet the commercial general liability insurance requirements. Please add at the end of this paragraph "Subconsultants may carry policy coverages less than the above requirements with written concurrence from NJ TRANSIT."	No, the language will not be changed. However, NJ TRANSIT will review each subconsultant's request for a reduction in coverage limits on a case by case basis.
29	Exhibit 1 - Article 12 Insurance	Third paragraph. 4th line. Replace "named" to read "included."	NJ TRANSIT does not accept the proposed change.
30	Exhibit 1 - Article 12 Insurance	Fourth paragraph. 5th line. Change "occurrence" to read "claim."	NJ TRANSIT does not accept the proposed change.
31	Exhibit 1 - Article 12 Insurance	Fourth paragraph. 7th line. Change "name" to read "include."	NJ TRANSIT does not accept the proposed change.
32	Exhibit 1 - Article 12 Insurance	Can the requirement of \$10MM Professional Liability for each firm be reconsidered since many DBE firms do not have this amount of coverage and it may hamper their participation?	No, the language will not be changed. However, NJ TRANSIT will evaluate each subconsultant's request for a reduction in coverage limits on a case by case basis.

No.	RFP Section	Question	NJ TRANSIT Response
33	Exhibit 1 - Article 20.A Rights in Data	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. It is agreed that the Consultant shall have no responsibility for such violations to the extent caused by third parties over which it has no control.	NJ TRANSIT does not accept the proposed change.
	Exhibit 1 - Article 44 Quality Assurance Plan	The Consultant shall perform all work according to the <u>normal and customary</u> highest standards of professional care <u>for projects of like size</u> and nature provided at the same time and in the same locale as this <u>Project</u> . 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	Refer to Addendum No. 2
35	Exhibit 1 - Article 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) calendar days of said notification including interest as applicable. We recommend adding a deadline by which a notification will be sent out after a payment has been made or else this right is waived as to all payments made prior to that deadline.	NJ TRANSIT does not accept the proposed change.



October 15, 2018

#### **ADDENDUM NO. 3**

Re: NJ TRANSIT Request for Proposal (RFP) No. 18-015
Construction Management Services for the Raritan River Bridge Replacement
Project

To Whom It May Concern:

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

#### I. GENERAL PROJECT INFORMATION

**1.** Extension of Deadline for Proposals

NJ TRANSIT hereby extends the deadline for submission of proposals from Wednesday, October 17, 2018 to Friday, October 26, 2018. Proposals are to be delivered on or before 3:00p.m. on Friday, October 26, 2018. Refer to RFP Section V - Proposal Requirements for the complete details of the proposal requirements.

#### FOR PROSPECTIVE PROPOSERS ONLY

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

Sincerely,



RFP No. 18-015 Addendum No. 3– 10/15/18



October 23, 2018

#### **ADDENDUM NO. 4**

Re: NJ TRANSIT Request for Proposal (RFP) No. 18-015
Construction Management Services for the Raritan River Bridge Replacement
Project

To Whom It May Concern:

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

#### I. GENERAL PROJECT INFORMATION

1. Extension of Deadline for Proposals

NJ TRANSIT hereby extends the deadline for submission of proposals from Friday, October 26, 2018 to Friday, November 9, 2018. Proposals are to be delivered on or before 3:00p.m. on Friday, November 9, 2018. Refer to RFP Section V - Proposal Requirements for the complete details of the proposal requirements.

#### FOR PROSPECTIVE PROPOSERS ONLY

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

Sincerely,



RFP No. 18-015 Addendum No. 4– 10/23/18



November 5, 2018

#### **ADDENDUM NO. 5**

Re: NJ TRANSIT Request for Proposal (RFP) No. 18-015
Construction Management Services for the Raritan River Bridge Replacement
Project

To Whom It May Concern:

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

#### I. GENERAL PROJECT INFORMATION

**1.** Extension of Deadline for Proposals

NJ TRANSIT hereby extends the deadline for submission of proposals from Friday, November 9, 2018 to Wednesday, November 28, 2018. Proposals are to be delivered on or before 3:00p.m. on Wednesday, November 28, 2018. Refer to RFP Section V - Proposal Requirements for the complete details of the proposal requirements.

#### FOR PROSPECTIVE PROPOSERS ONLY

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

Sincerely,



RFP No. 18-015 Addendum No. 5– 11/5/18



February 11, 2019

#### **ADDENDUM NO. 6**

Re: NJ TRANSIT Request for Proposal (RFP) No. 18-015

Construction Management Services for the Raritan River Bridge
Replacement Project

To Whom It May Concern:

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

#### I. GENERAL PROJECT INFORMATION

#### 1. RFP Section II – Project Background and Description

Delete subsection A entitled "Project Background" in its entirety and replace with the following:

#### A. Project Background

NJ TRANSIT will be replacing the existing Raritan River Swing Bridge (also referred to as "the existing bridge") with a new Raritan River Lift bridge (also referred to as "the new bridge") to be built adjacent to the existing bridge. When completed, the Raritan River Lift Bridge will provide for renewed rail service on the North Jersey Coast Line Railroad with improved operating speeds.

The Project involves the construction of a new multiple span two-track bridge structure with two (2) truss spans as flanking spans to a new lift span main bridge over the navigable channel. The construction will include all foundations, steel girders, steel trusses, deck plates, lift towers and lift bridge span and all ancillary approach work such as retaining walls, structural fill, track work, signal system, catenary system and bridge power systems necessary to provide for a complete Project. Additionally, railroad infrastructure modifications and improvements will involve force account coordination with NJ TRANSIT and the Consolidated Rail Corporation (Conrail). The existing bridge will remain in service until the new bridge is completed.

More specifically, the work required to construct the Raritan River Lift Bridge will include, but will not be limited to: site work, environmental remediation, ground improvement, railroad infrastructure construction, steel girder, steel truss and steel towers and a steel lift span, mechanical and electrical systems, and all the required foundation and pier construction necessary to complete construction. Additionally, the construction components for the anticipated site work includes, but is not limited to: placement of backfill, retaining walls, abutment structures, wing walls, bridge structures and foundations, utility relocations, drainage improvements, utility installations, site lighting, and associated work elements.

The Construction of the Raritan River Bridge Replacement Project will be divided into three (3) separate construction contracts as follows:

- Construction Contract No. 1: Bridge Approach Spans, Lift Bridge Piers, and Associated Land Work.
- Construction Contract No. 2: Lift Bridge and Flanking Spans Superstructure, Communications, Signal and Overhead Catenary Work.
- Construction Contract No. 3: Demolition of Existing Bridge

NJ TRANSIT plans to advertise Construction Contract No. 1 and Construction Contract No. 2 at the same time to avoid schedule delays. Advertisement of Construction Contract No. 3 will be marginally delayed as the existing bridge is required to continue passenger rail services along the New Jersey Coast Line until the new bridge is built and operational.

Railroad infrastructure construction included within this Project consists of the installations of running and siding tracks, catenary and electrification components, signal installations and communication components. Connections and interfaces with the NJ TRANSIT North Jersey Coast Line rail line, and power feeds to railroad infrastructure are also required.

Construction Management (CM) services are being sought during the design phase in order to minimize construction issues relating to the design, bid, and build project delivery for the three (3) construction projects.

This RFP includes preconstruction and CM services relating to the construction phase of the new Raritan River Lift Bridge, including associated third-party utility and railroad force account activities.

During construction, the CM team will provide a management team for oversight of all construction related activities associated with the Project.

The CM team will also provide testing and commissioning support.

#### 2. Technical Proposal Supplemental Information

Prime Consultants that submitted a Technical Proposal in response to RFP No. 18-015 are requested to provide a formal supplement, revising its original Technical Proposal to address how it will manage the three (3) separate construction contracts versus a single construction contract.

The inspection elements remain the same for the project. It is expected that additional support services for a slightly longer period of time will be required by the Proposer. For the purpose of this proposal it is expected that the project schedule will extend an additional six (6) months from the original RFP schedule.

The Proposer's supplemental narrative shall be no more than three (3) pages long with aerial font size 12, single-spaced, and margins of one inch all around. Additional supporting documentation in the form of resumes, organizational charts or resource allocations will not be counted towards the aforementioned page limit.

Evaluation of the supplemental data will remain in accordance with the Proposal Evaluation Criteria set forth in RFP 18-015 Attachment A.

Should a Proposer plan to forego offering a supplement, then confirmation of such must be provided on company letterhead.

One (1) original and four (4) copies of the supplemental information shall be provided in a sealed envelope no later than **4:00pm on Monday**, **February 25**, **2019** and submitted as follows:

Ms. Taishida Chapman Managing Contract Specialist NJ TRANSIT Procurement One Penn Plaza, East – 6<sup>th</sup> Floor Newark, New Jersey 07105

#### FOR PROSPECTIVE PROPOSERS ONLY

Proposers are required to acknowledge receipt of Addendum No. 6 by signing the enclosed "Acknowledgement of Receipt of Addenda" form and returning it to the contact person identified below no later than **4:00pm on Monday**, **February 25**, **2019**. Failure to acknowledge receipt of all addenda may render a Proposer as nonresponsive.

Sincerely,



## NJ TRANSIT CORPORATION Request for Proposal (RFP) No. 18-015 Construction Management Services for the Raritan River Bridge Replacement Project

### ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM NO. 6

Acknowledgement is hereby made of the receipt of Addendum No. 6, dated **February 11, 2019**, containing information for the above project.

This acknowledgement is made by the Proposer, if an individual; by a partner, if a partnership; or an officer of the corporation, if a corporation.

The undersigned acknowledges receipt of Addendum No. 6.

(Name of Firm)
(Signature)
(Title)
(Date)

# **NJ TRANSIT AGREEMENT NO. 18-015 CONSTRUCTION MANAGEMENT SERVICES FOR THE RARITAN RIVER BRIDGE REPLACEMENT PROJECT CERTIFICATE OF INSURANCE**



#### CERTIFICATE OF LIABILITY INSURANCE

**DATE (MM/DD/YYYY)** 09/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Marsh Risk & Insurance Services			CONTACT NAME:			
CA License #0437153			PHONE (A/C, No, Ext):		FAX A/C, No):	
633 W. Fifth Street, Suite 1200			E-MAIL ADDRESS:			
Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.0	Com		INSURER(S) AFFORDING CO	VERAGE		NAIC#
CN101348564-STND-GAUE-20-21	12	2026	INSURER A : ACE American Insurance Company			22667
INSURED AECOM			INSURER B : N/A			N/A
AECOM Technical Services, Inc.			INSURER C : Illinois Union Insurance Co			27960
30 Knightsbridge Road, Suite 520			INSURER D: SEE ACORD 101			
Piscataway, NJ 08854			INSURER E :			
			INSURER F:			
COVERACEO	OF DELICATE	 DED	LOO 000450540 07 DEVIO	101111111	DED.	

COVERAGES CERTIFICATE NUMBER: LOS-002458513-07 REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR		ADDL SUBF		POLICY EFF	POLICY EXP		
LTR	TYPE OF INSURANCE	INSD WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S
Α	X COMMERCIAL GENERAL LIABILITY			04/01/2020	04/01/2021	EACH OCCURRENCE	\$ 10,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 10,000,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 10,000,000
	X POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$ 10,000,000
	OTHER:						\$
Α	AUTOMOBILE LIABILITY			04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$
	DED RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			04/01/2020	04/01/2021	X PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE TYPE	N/A				E.L. EACH ACCIDENT	\$ 2,000,000
	(Mandatory in NH)	N/ A				E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
С	ARCHITECTS & ENG.			04/01/2020	04/01/2021	Per Claim/Agg	10,000,000
	PROFESSIONAL LIAB.		"CLAIMS MADE"			Defense Included	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: 04152170.1. Project Name: Construction Management Services for Raritan River Bridge Replacement Project.

The office of the first of the

NJ Transit, the State of New Jersey, AECOM Mott MacDonald JV, and Mott MacDonald, LLC are named as additional insured for GL, AL, and CPL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract. Waiver of Subrogation is applicable where required by written contract with respect to GL and AL. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to the GL & AL coverages.

See Acord 101.

CERTIFICATE HOLDER	CANCELLATION		
NJ Transit Attn: Senior Director , Risk Management One Penn Plaza East Newark, NJ 07105-2246	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
	AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services		
	James L. Vogel		

AGENCY CUSTOMER ID: CN101348564

LOC #: Los Angeles



#### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED  AECOM  AECOM Technical Services, Inc.		
POLICY NUMBER		30 Knightsbridge Road, Suite 520 Piscataway, NJ 08854		
CARRIER	NAIC CODE			
		EFFECTIVE DATE:		

#### ADDITIONAL REMARKS

#### THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation/Employer Liability cont.

Policy Number Insurer States Covered WLR C6692340A Indemnity Insurance Company of North America - NAIC # 43575 AOS

WLR C66923320 ACE American Insurance Company - NAIC # 22667 CA, AZ, MA SCF C66923368 ACE American Insurance Company - NAIC # 22667 WI Retro

Contractual Liability is included in the General Liability coverage. XCU is included for General Liability coverage. Severability Of Interest/Cross Liability is included for General Liability coverage. Contractors Pollution Liability, Carrier: AIG Specialty Insurance Company, NAIC #26883, Policy #: CPL 1814870, Policy Term: 04/01/2020 – 04/01/2021, "Claims Made," Defense Included, Limit: \$2,000,000.

The insurance policies evidenced in this certificate of insurance including Professional Liability will cover AECOM Technical Services, Inc.'s interest in the AECOM Mott MacDonald JV. The General Liability policy provides coverage for work performed within 50 feet of a railroad right-of-way, as per endorsement CG 24 17.



COMMERCIAL AUTO CA 20 48 10 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not after coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: AECOM

**Endorsement Effective Date:** 

#### SCHEDULE

#### Name Of Person(s) Or Organization(s):

Any person or organization whom you have agreed to provide additional insured status or additional insured status on a primary, non-contributory basis, under written contract, provided such contract was executed prior to the date of loss, except where such contract is prohibited by law

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II — Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I — Covered Autos Coverages of the Auto Dealers Coverage Form.

FORM MCS-90 Revised 01/05/2017

Endorsement Number: 43

OMB No.: 2126-8008 Expiration: 01/31/2020

USDOT Number:	Date Received:		
and the same of the same of the same of	-	15 St. 483 (A.C.)	

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590



Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980

#### FORM MCS-90

issued to	<u>AECOM</u>		of	<u>CA</u>	
	(Motor Currier name)			(Motor Currier state or p	ψυνίσεν)
Dated at	Wilmington, DE 19803	on this <u>16th</u> d	dayof <u>Ma</u>	<u>rch</u> ,	<u>20</u> <u>20</u>
Amending	g Policy Number	Effect	tive Date:	04/01/2020	
Name of Insurance Company: ACE American Insurance Company					
Countersigned by:					
(authorized company representative)					
The policy one).	y to which this endorsement is attached	provides primary o	or exc <b>ess</b> in	surance, as indicate	d for the limits shown (check only
X Th	is insurance is primary and the company shall not b	e liable for amounts in exc	cess of <b>\$</b> <u>5,0</u> (	000,00	for each accident
Th	This insurance is excess and the company shall not be liable for amounts in excess of \$			for each accident in excess of the	
101	derlying limit of \$	for each accident			
Manaya	r required by the Enderal Motor Carrier	Safatu Administrati	ion (EMCS)	A) the company serv	oc to furnish the EMCSA a dublic

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA,

to verify that the policy is in force as of a particular date. The telephone number to call is. 215 - 640 - 4555.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

(continued on next page)

#### DEFINITIONS AS USED IN THIS ENDORSEMENT

**Accident** includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

**Motor Vehicle** means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

**Bodity Injury** means injury to the body, sickness, or disease to any person, including death resulting from any of these.

**Property Damage** means damage to or loss of use of tangible property.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or inany territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that nu condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shelffish, and wildlife.

**Public Liability** means liability for bodily injury, property damage, and environmental restoration.

or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

# SCHEDULE OF LIMITS — PUBLIC LIABILITY

Type of carriage	Commodity transported	<b>January 1, 1985</b> \$750,000	
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous)		
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hoppertype vehicles with capacities in excess of 3,500 water gallons, or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material, in bulk Division 2.1 or 2.2, or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	\$5,000,000	
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only, with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000	
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material, any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material, or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000	

<sup>&</sup>quot;The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.



COMMERCIAL AUTO CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective Date:	

# SCHEDULE

1	Mamalel	OF	Damoni	ON OFF	)rganizat	ionial.
В	Nameisi	CIT	remone	SIUIC	Jroanizai	юпіні:

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endo-sement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

	Location(s) Of Covered Operations
have agreed to include as an additional insured under a written contract, provided such	All tocations where you are performing ongoing operations for such additional insured pursuant to any such written contract.

- A. Section II Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Scredule, but only with respect to rability for "bodily mury", "property damage" or "personal and aevertising injury" caused, in whole or in part, by
  - 1. Your acts or omissions, or
  - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insurec(s) at the location(s) designated above

#### However

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply
  - This insurance does not apply to "bodily injury" or "property camage" occurring after.
  - All work, including inaterials parts of equipment turnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed, or
  - 2 That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a pain of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

 Available under the applicable Limits of insurance shown in the Declarations;

#### whichever is less

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

CG 29 10 04 13 @ Insurance Services Office, Inc., 2012 Page 1 of 2 Page 2 of 2 @ Insurance Services Office, Inc., 2012 CG 20 10 04 13

Endorsement Number: 5

COMMERCIAL GENERAL LIABILITY CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

## However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# PRIMARY AND NONCONTRIBUTORY OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary.

#### **Primary And Noncontributory Insurance**

This insurance is primary to and wiff not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY CG 24 04 05 09

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### SCHEDULE

**Name Of Person Or Organization:** Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

#### COMMERCIAL GENERAL LIABILITY CG 24 17 10 01

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# CONTRACTUAL LIABILITY - RAILROADS

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

#### Scheduled Railroad:

Any railroad (RR) which you have agreed to indemnify pursuant to a written contract entered into with such RR that was signed prior to loss, in connection with an easement granted by such RR to you.

#### Designated Job Site:

All job sites where you are operating under an easement granted by a scheduled RR, and where you have agreed to indemnify such RR for your operations pursuant to such easement under a written contract entered into with such RR prior to loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

- 9. "Insured Contract" means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract":
  - b. A sidetrack agreement;
  - c. Any easement or license agreement;
  - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or demage ansing out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

001/504050	OFFICIOATE NUMBER W17010102	DEVICION NUMBER	
		INSURER F:	
		INSURER E: Commerce & Industry Insurance Company	19410
Iselin, NJ 088304112		INSURER D: Lloyd's Syndicate 1886	C5136
Mott MacDonald, LLC 111 Wood Avenue South		INSURER C: Travelers Property Casualty Company of Ame	25674
INSURED		INSURER B: American Automobile Insurance Company	21849
		INSURER A: Fireman's Fund Insurance Company	21873
Nashville, TN 372305191 USA		INSURER(S) AFFORDING COVERAGE	NAIC#
P.O. Box 305191		E-MAIL ADDRESS: certificates@willis.com	
Willis of New Jersey, Inc. c/o 26 Century Blvd		PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888	-467-2378
PRODUCER		CONTACT Willis Towers Watson Certificate Center	
	9	(-)	

## COVERAGES CERTIFICATE NUMBER: W17018193 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR			SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S												
	X COMMERCIAL GENERAL LIABILITY					,	EACH OCCURRENCE	\$ 2,000,00												
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,00												
A							MED EXP (Any one person)	\$ 10,00												
		Y	Y		06/30/2020	06/30/2021	PERSONAL & ADV INJURY	\$ 2,000,00												
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,00												
	POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,00												
	OTHER:							\$												
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,00												
	X ANY AUTO						BODILY INJURY (Per person)	\$												
В	OWNED SCHEDULED AUTOS ONLY	Y	Y	Y		06/30/2020	06/30/2021	BODILY INJURY (Per accident)	\$											
	HIRED NON-OWNED AUTOS ONLY \$1,000																			
	× Comp/Coll							\$												
С	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$ 8,000,00												
	EXCESS LIAB CLAIMS-MADE				06/30/2020	06/30/2021	AGGREGATE	\$ 8,000,00												
	DED X RETENTION \$ 10,000	1 '												\$						
	WORKERS COMPENSATION						X PER OTH- STATUTE ER													
A	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A			06/30/2020	06/20/2021	E.L. EACH ACCIDENT	\$ 1,000,00												
	(Mandatory in NH)	11/7			06/30/2020	06/30/2021	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,00												
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,00												
D	Professional Liab.				06/30/2020	06/30/2021	Per Claim/Aggregate:	\$10,000,000												
				<u> </u>																

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
NJ Transit	AUTHORIZED REPRESENTATIVE
Attn: Senior Director, Risk Management	/
One Penn Plaza East	M. #A
Newark, NJ 07105-2246	1.000

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BATCH: 1729203

AGENCY CUSTOMER ID:	
LOC #	



# **ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

NAIC#: 19410

AGENCY Willis of New Jersey, Inc.		NAMED INSURED Mott MacDonald, LLC 111 Wood Avenue South	
POLICY NUMBER		Iselin, NJ 088304112	
See Page 1			
CARRIER	NAIC CODE		
See Page 1	See Page 1	EFFECTIVE DATE: See Page 1	

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Re: 04152170.1. Project Name: Construction Management Services for Raritan River Bridge Replacement Project

AECOM Mott MacDonald JV is an additional named insured on the Commercial General Liability policy only to the extent of Mott MacDonald's interest in the Joint Venture.

NJ Transit, the State of New Jersey, AECOM Mott MacDonald JV and Mott MacDonald, LLC are Additional Insureds as respects to General Liability, Pollution Liability and Auto Liability as per written contract or agreement.

General Liability and Auto Liability policies shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds as agreed to by written contract.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability and Auto Liability as agreed to by written contract.

The insurance policies evidenced in this certificate of insurance, including Professional Liability will cover Mott MacDonald, LLC's interest in the AECOM Mott MacDonald JV.

Contractual Liability, XCU and Severability Of Interest/Cross Liability are included under General Liability.

INSURER AFFORDING COVERAGE: Commerce & Industry Insurance Company

POLICY NUMBER: EFF DATE: 06/30/2020 EXP DATE: 06/30/2021

ADDITIONAL INSURED: Y

TYPE OF INSURANCE: LIMIT DESCRIPTION: LIMIT AMOUNT: Environmental/Pollution Per Incident/Agg: \$2,000,000

ACORD 101 (2008/01)

SR ID: 19797931

BATCH: 1729203

CERT: W17018193

# Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization - CG 20 10 04 13

Policy Amendment(s) Commercial General Liability

Insured:	Mott MacDonald Group, Inc.	Policy Number

Producer: Willis of New Jersey, Inc. Effective Date: 06/30/2020

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule

Name Of Additional Insured Person(s) Or Organization(s)

**Location(s) Of Covered Operations** 

As required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

# However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury** or **property damage** occurring after:

 All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

This Form must be attached to Change Endorsement when issued after the policy is written. One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary President

- 2. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

# FleetCover® Endorsement - CA 70 18 10 14

Policy Amendment(s)

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form Motor Carrier Coverage Form

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. Broadened Named Insured

Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, the following is added:

Any organization you own on the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period, majority ownership or majority interest will qualify as a Named Insured if:

- (1) There is no other similar insurance available to that organization; and
- (2) The first Named Insured shown in the Declarations of this policy has the responsibility of placing insurance for that organization; and
- (3) The organization is incorporated or organized under the laws of the United States of America.

#### However:

- (a) Coverage under this provision is afforded only until the next occurring 12 month anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and
- (b) Coverage under this provision does not apply to bodily injury or property damage that results from an accident that occurred before you acquired or formed the organization; and
- (c) No person or organization is an **insured** with respect to any current or past partnership, or joint venture that is not shown as a Named Insured in the Declarations; and
- (d) Coverage under A.(1), (2) and (3) above does not apply to any organization that is covered as an insured under any other automobile liability insurance policy whose limits of insurance have been exhausted or whose insurer has become insolvent.

#### B. Broadened Who Is an Insured

- 1. Form CA0001 (if attached to this policy), Section II Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, item b.(2) is deleted, and d. is added as follows:
  - d. Your employee while using with your permission his owned auto, or an auto owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that auto.

This Form must be attached to Change Endorsement when issued after the policy is written. One of the Fireman's Fund Insurance Companies as named in the policy

- 2. Form CA0020 (if attached to this policy), Section II Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, item b.(2) is deleted, and f. is added as follows:
  - f. Your employee or agent while using with your permission his owned private passenger type auto, or a private passenger type auto owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that auto.

# C. Additional Insured Coverage and Waiver of Subrogation

1. Form CA0001 (if attached to this policy), Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, the following is added as item e.; and form CA0020 (if attached to this policy), Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured; the following is added as item g.:

Any person or organization with respect to the operation, maintenance, or use, of a covered auto, provided that you and such person or organization have agreed under an expressed provision in a written insured contract or written agreement, or a written permit issued to you by a governmental or public authority, to add such person, organization, or governmental or public authority to this policy as an insured.

However, such person or organization is an insured:

- (1) Only with respect to the operation, maintenance, or use, of a covered auto; and
- (2) Only for bodily injury or property damage caused by an accident which takes place after:
  - (a) You executed the insured contract or written agreement; or
  - (b) The permit has been issued to you.
- Form CA0001 (if attached to this policy), Section IV Business Auto Conditions, A. Loss Conditions, item 5.; and form CA0020 (if attached to this policy), Section V - Motor Carrier Conditions, A. Loss Conditions, item 6.; the following is added:

# Waiver of Subrogation

If required by a:

- a. Written insured contract or written agreement executed prior to the accident; or
- b. Written permit issued to you by a governmental or public authority prior to the accident;

we waive any right of recovery we may have against any person or organization named in such contract, agreement or permit, because of payments we make for injury or damage arising out of a covered auto.

# D. Auto Medical Payments - Increased Limit

For each covered auto described in the Declarations or shown in the Schedule as having Auto Medical Payments Coverage, the Medical Payments Limit of Insurance for those autos is revised to the greater of:

- 1. \$5,000; or
- 2. The limit shown in the Declarations.

# E. Hired Auto Physical Damage Coverage and Loss of Use Expenses

# Hired Auto Physical Damage Coverage

If Physical Damage Coverage is provided by this policy on your owned covered autos, the following applies:

CA7018 10-14

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Any auto that you lease, hire, rent or borrow without a driver, will be covered under this policy for Physical Damage Coverage. However, any such auto:

- Will be covered only for the same Physical Damage Coverage that applies to your owned covered autos;
- Will be subject to the same applicable deductible shown in the Declarations that applies to your most similar owned covered auto, except any Comprehensive Coverage deductible does not apply to loss caused by fire or lightning; and
- 3. The most we will pay for any one loss in any one accident is the lesser of the following:
  - a. Actual Cash Value of the damaged or stolen property as of the time of the loss as determined by us;
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

In addition, we will pay costs and fees associated with such covered loss only for a maximum time period of seven days beginning with the date of loss, subject to a maximum of \$500.

#### However:

- (1) If form CA0001 is attached to this policy, this coverage does not apply to autos you lease, hire, rent or borrow from any of your employees, partners (if you are a partnership), members (if you are a limited liability company) or members of their households; and
- (2) If form CA0020 is attached to this policy, this coverage does not apply to any private passenger type auto you lease, hire, rent or borrow from any member of your household, any of your employees, partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.

#### Hired Auto Loss of Use Expenses

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extension, b. Loss of Use Expenses; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage Extension, b. Loss of Use Expenses; is deleted and replaced by the following:

- b. For Hired Auto Physical Damage, we will pay expenses for which an Insured becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:
  - (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered auto;
  - (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss is provided for any covered auto; or
  - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered auto.

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$1,000.

## F. Coverage Territory - Hired Auto

1. Form CA0001, (if attached to this policy), Section IV - Business Auto Conditions, B. General Conditions, 7. Policy Period, Coverage Territory, b.(5) is deleted and replaced by the following:

- (5) Anywhere in the world if a covered auto of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 180 days or less,
- Form CA0020 (if attached to this policy), Section V Motor Carrier Conditions, B. General Conditions,
   Policy Period, Coverage Territory, b.(5) is deleted and replaced by the following:
  - (5) Anywhere in the world if a covered auto of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 180 days or less,

# G. Communication Equipment Coverage

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, C. Limits of Insurance, Paragraph 1.b.; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, C. Limits of Insurance, Paragraph 1.b.; is deleted and replaced by the following:

b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one loss is \$1,500, if, at the time of loss, such electronic equipment is:

# H. Tapes, Records, CDs and DVD Coverage

The Physical Damage Coverage Section is amended as follows:

- 1. The exclusion referring to tapes, records, discs, or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment does not apply.
- Under Comprehensive Coverage Form CA0001 (if attached to this policy), Section III- Physical Damage Coverage, A. Coverage; and form CA0020 (if attached to this policy), Section IV- Physical Damage Coverage, A. Coverage; the following is added:

We will pay for loss to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- a. Are your property, or that of a family member; and
- b. Are in a covered auto at the time of a loss.

The most we will pay for loss is \$250. No deductible applies to this coverage.

#### I. Personal Effects Coverage

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage Extensions; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage Extension; item c. is added as follows:

## c. Personal Effects Coverage

We will pay up to \$500 for loss for clothing items or other personal effects that are owned by an insured and are in a covered auto in the event of a covered loss.

Personal Effects do not include audio visual or electronic devices, money, giftcards, securities, jewelry, or tools.

This coverage is excess over any other collectible insurance.

No deductible applies to this coverage.



# Airbag Coverage

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, B. Exclusions, 3.a.; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, B. Exclusions, 3.a.; the following is added:

However, mechanical breakdown does not mean the unintended discharge of an airbag, provided that any loss covered under this provision is excess over any other collectable insurance or warranty designed to cover such unintended discharge.

#### K. Rental Reimbursement

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage Extension; item d. is added as follows:

d. Rental Reimbursement or Transportation Expenses

If loss occurs to a covered auto described or designated in the Declarations or Schedule and covered for Physical Damage Coverage, we will pay for rental expenses for the rental of a similar replacement auto and additional transportation expenses, incurred by you. This payment applies in addition to the otherwise applicable amount of each coverage you have on the covered auto. No deductible applies to this coverage.

#### However:

- (1) We will pay only for those expenses incurred by you that begin 24 hours after the covered loss.
- (2) We will cease paying for those expenses, regardless of the policy's expiration date, at the earlier of the following dates:
  - (a) The number of days reasonably required to repair or replace the covered auto. If loss is caused by theft, this number of days is added to the number of days it takes to locate and return the covered auto to you; or
  - (b) 45 days from the date this coverage begins.
- (3) Our payment is limited to the lesser of the following amounts:
  - (a) Necessary and actual expenses incurred by you; or
  - (b) \$1,500.
- (4) This coverage does not apply while there are spare or reserve autos available to you for your operations.
- (5) If loss results from the total theft of a covered private passenger type auto (if CA0020 is attached to this policy), or a covered private passenger auto (if CA0001 is attached to this policy), we will pay under this coverage only that amount of your covered rental expenses or additional transportation expenses which are not already provided for under the Physical Damage Coverage Extensions.

#### L. Extended Towing Coverage

 Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, 2. Towing, is deleted and replaced by the following:

## 2. Extended Towing

We will pay up to \$750 per disablement for towing and labor costs you incur each time your covered auto is disabled. However:

- a. All labor must be performed at the place of disablement; and
- b. If the covered auto is of the private passenger type, no deductible applies; and
- c. If the covered auto is not of the private passenger type, our obligation to pay will be reduced by a \$250 deductible per disablement.
- d. If the covered auto is not of the private passenger type and the disablement results from a loss covered under Section III Physical Damage Coverage, A. Coverage, Paragraphs 1, a., b., or c., there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered auto including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

2. Form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, 2. Towing - Private Passenger Autos, is deleted and replaced by the following:

# Extended Towing

We will pay up to \$750 per disablement for towing and labor costs you incur each time your covered auto is disabled. However:

- a. All labor must be performed at the place of disablement; and
- b. If the covered auto is of the private passenger type, no deductible applies; and
- c. If the covered auto is not of the private passenger type, our obligation to pay will be reduced by a \$250 deductible per disablement.
- d. If the covered auto is not of the private passenger type and the disablement results from a loss covered under Section IV Physical Damage Coverage, A. Coverage, Paragraphs 1, a., b., or c., there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered auto including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

#### M. Cancellation - 120 Days Notice

If we cancel this policy for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured at the last mailing address known to us, written notice of cancellation at least 120 days prior to the effective date of cancellation.

#### N. Supplementary Payments - Increased Limits

Section II - Covered Autos Liability Coverage, 2. Coverage Extensions, a. Supplementary Payments, items (2) and (4) are deleted and replaced by the following:

(2) Up to \$2,500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an accident we cover. We do not have to furnish these bonds.

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(4) All reasonable expenses incurred by the insured at our request, including substantiated loss of earnings up to \$500 a day, because of time off from work.

# O. Duties In The Event Of Accident, Claim, Suit Or Loss - Amended

Form CA0001 (if attached to this policy) Section IV - Business Auto Conditions, A. Loss Conditions, item 2. a.; and form CA0020 (if attached to this policy) Section V - Motor Carrier Conditions, A. Loss Conditions, item 2. a.; is deleted and replaced by the following:

- a. In the event of accident, claim, suit or loss, you must promptly notify us or our authorized representative when it becomes known to:
  - (1) You, if you are an individual;

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- (2) Your partner or member, if you are a partnership or joint venture;
- (3) Your member, if you are a limited liability company;
- (4) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or
- (5) Your authorized representative or insurance manager.

Knowledge of an accident, claim, suit or loss by other persons does not imply that the persons listed above have such knowledge.

Notice should include:

- (a) How, when and where the accident or loss occurred; and
- (b) The insured's name and address; and
- (c) To the extent possible, the names and address of any injured persons and witnesses.

#### P. Unintentional Failure to Disclose Hazards

Form CA0001 (if attached to this policy), Section IV - Business Auto Conditions, B. General Conditions, item 2; and form CA0020 (if attached to this policy), Section V - Motor Carrier Conditions, B. General Conditions, item 2.; the following is added:

However, if you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

#### Q. Fellow Employee Coverage

Section II - Covered Autos Liability Coverage, B. Exclusions, 5. Fellow Employee, the following is added:

However, this exclusion does not apply if the **bodily injury** results from the use of a covered auto you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

#### R. Limited Mexico Coverage

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED HERE MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING IN MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BORDER OF THE UNITED STATES OF AMERICA.

Form CA0001 (if attached to this policy), Section IV - Business Auto Conditions, B. General Conditions, item 7.; and form CA0020 (if attached to this policy), Section V - Motor Carrier Conditions, B. General Conditions, item 7.; the following is added:

The coverage territory is extended to include Mexico, but only:

- (i) For accidents or losses occurring within 25 miles of the United States border; and
- (ii) For trips into Mexico of 10 days or less; and
- (iii) If the covered auto is principally garaged and principally used in the United States; and
- (iv) If the insured is a resident of the United States.

If a loss to a covered auto occurs in Mexico, we pay for such loss in the United States. If the covered auto must be repaired in Mexico in order to be driven, we will not pay for more than the actual cash value of such loss as determined by us at the nearest United States point where the repairs can be made.

Any insurance provided under this provision will be excess over any other collectible insurance.

# S. Extended Glass Coverage

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, item 3.a.; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, item 3.a.; is deleted and replaced by the following:

a. Glass breakage. If glass must be replaced, the deductible will be \$100 or the deductible shown in the Declarations, whichever is less. If glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

## T. Broadened Definition of Bodily Injury

Form CA0001 (if attached to this policy), Section V - Definitions, item C.; and form CA0020 (if attached to this policy), Section VI - Definitions, item C.; is replaced by the following:

C. Bodily injury means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

# U. Customer Lease or Loan Physical Damage Coverage Extension

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, C. Limits of Insurance; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, C. Limits of Insurance; item 4. is added as follows:

- If your covered owned auto is:
  - (1) Shown in the Schedule and designated as covered for Physical Damage Coverage; and
  - (2) Shown in this policy as having a loss payee or additional insured-lessor; and

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- (3) Incurs a covered total loss;

we will pay the greater of:

- (a) The actual cash value, as determined by us, of the damaged or stolen property as of the time of the total loss; or
- (b) The outstanding indebtedness under the initial finance agreement for the covered auto and its equipment.

As used here, outstanding indebtedness means the amount you owe on the finance agreement at the time of total loss:

- (i) Less any amounts representing taxes, overdue payments, penalties, interest, or charges resulting from overdue payments, additional mileage, excess wear and tear, or lease termination fees; and
- (ii) Less any administrative costs or overhead fees assessed by the finance company who has leased the covered auto to you; and
- (iii) Less security deposits not returned by the lessor; and
- (iv) Less costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (v) Less carry-over balances from previous loans or leases.

#### V. Two or More Deductibles

 Section III - Physical Damage Coverage D. Deductible, of form CA0001 (if attached to this policy), the following is added:

If another Fireman's Fund Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same accident or loss, the following applies:

- If the deductible under this Business Auto Coverage Form is the lesser (or least) deductible, it will be waived.
- (2) If the deductible under this Business Auto Coverage Form is not the lesser (or least) deductible, it will be reduced by the amount of the lesser (or least) deductible.
- Section IV Physical Damage Coverage, D. Deductible of form CA0020 (if attached to this policy), the following is added:

If another Fireman's Fund Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same accident or loss, the following applies:

- (1) If the deductible under this Motor Carrier Coverage Form is the lesser (or least) deductible, it will be waived.
- (2) If the deductible under this Motor Carrier Coverage Form is not the lesser (or least) deductible, it will be reduced by the amount of the lesser (or least) deductible.

All other terms and conditions of the policy remain unchanged.

# Additional Insured - Owners, Lessees or Contractors - Completed Operations - CG 20 37 04 13

Policy Amendment(s) Commercial General Liability

Insured: MOTT MACDONALD GROUP, INC Policy Number:

Producer: WILLIS OF NEW JERSEY, INC Effective Date: 06/30/2020

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Products/Completed Operations Liability Coverage Part

Schedule

Name Of Additional Insured Person(s) Or Organization(s)

As required by written contract

**Location And Description Of Completed Operations** 

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the **products-completed operations hazard**.

#### However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are

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- required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

This Form must be attached to Change Endorsement when issued after the policy is written. One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President

# Courtesy Notice of Cancellation for Other Than Nonpayment of Premium to Designated Entities - 145977 01 11

Policy Amendment Policy Number:

Effective Date: 06/30/2020 General Liability; Auto Liability, Workers Compensation

#### **Schedule**

Name and Address of Person(s) or Organizations

On File with Carrier, as required by written contract

**Number of Days Notice if other than 10 days:** Cancellation Number of Days Notice- 90

When we don't Renew (Non-Renewal)- 30

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

This policy is amended as follows:

- A. If We cancel this policy prior to expiration for any reason other than non payment of premium or at Your request, and we have been notified that You are required under a current contractual obligation to notify a certificate of insurance holder or holders when this policy is canceled, then We will endeavor to mail or deliver a copy of such written notice of cancellation to the certificate holder(s) shown in the Schedule above, as follows:
  - 1. To the name and address corresponding to each certificate of insurance holder indicated in the Schedule above; and
  - 2. At least 10 days prior to the effective date of the cancellation, as shown in our notice to the first Named Insured, or, if indicated, the longer number of days notice shown in the Schedule above.
- B. Notwithstanding the foregoing, such notice of cancellation is provided on an informational basis and solely to assist You in informing the certificate of insurance holder(s) in advance of pending cancellation in coverage to assist you in meeting Your contractual notice requirements to such parties. Our failure to provide such advance notification to the certificate of insurance holder(s) shown in the Schedule of this endorsement will not extend any policy cancellation date, negate any cancellation of the policy, or grant, alter or extend any rights or obligations under this policy and we shall have no liability for any failure to provide the notice(s) as provided herein.

All other terms and conditions of this policy remain unchanged.

# MultiCover® - CG 71 58 01 14

Policy Amendment(s) Commercial General Liability Coverage Form

Your Commercial General Liability Coverage Form is revised as follows:

#### Broadened Named Insured

- A. SECTION II WHO IS AN INSURED, item 3., is deleted and replaced by the following:
  - Any organization that you own at the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period majority ownership or majority interest, will qualify as a Named Insured if:
    - a. There is no other similar insurance available to that organization; and
    - The first Named Insured shown in the Declarations has the responsibility of placing insurance for that organization; and
    - That organization is incorporated or organized under the laws of the United States of America.

#### However:

- Coverage under this provision 3 is afforded only until the next occurring annual anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and
- (2) Coverage A does not apply to bodily injury or property damage that

- occurred before you acquired or formed the organization; and
- (3) Coverage B does not apply to personal and advertising injury arising out of an offense committed before you acquired or formed the organization.
- B. SECTION II WHO IS AN INSURED, the last paragraph, is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations. However, this does not apply to a limited liability company that meets all of the conditions in Section II - Who Is An Insured, item 3., above.

#### 2. Additional Insured

If an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an additional insured, then this Section 2. Additional Insured does not apply to such person or organization.

SECTION II - WHO IS AN INSURED, subsection 2.e., is added as follows:

e. Any person or organization is included as an additional insured, but only to the extent such person or organization is legally obligated to pay for bodily injury, property damage or personal and advertising injury caused by your acts or omissions. With respect to the insurance afforded to such additional insured, all of the following additional provisions apply:

This Form must be attached to Change Endorsement when issued after the policy is written. One of the Fireman's Fund Insurance Companies® as named in the policy

Secretary

President

- You have agreed in a written insured contract that such person or organization be added as an additional insured under this policy;
- (2) The bodily injury, property damage or personal and advertising injury for which said person or organization is legally obligated to pay occurs subsequent to the execution of such insured contract;
- (3) The most we will pay is the lesser of either the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or the limits of insurance required by the insured contract;
- (4) The insurance afforded to such additional insured only applies to the extent permitted by law;
- (5) Such person or organization is an additional insured only with respect to:
  - (a) Their ownership, maintenance, or use of that part of the premises, or land, owned by, rented to, or leased to you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
  - (b) Your ongoing operations performed for that insured;
  - (c) Their financial control of you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
  - (d) The maintenance, operation or use by you of equipment leased to you by such person or organization;
  - (e) Operations performed by you or on your behalf and for which a state or political subdivision has issued a permit, provided such operations are not performed for such state or

- political subdivision, and are not included within the products-completed operations hazard; or
- (f) Their liability as a grantor of a franchise to you.
- (6) This insurance does not apply to bodily injury, property damage, personal and advertising injury, occurrence or offense:
  - (a) Which takes place at a particular premises after you cease to be a tenant of that premises;
  - (b) Which takes place after all work, including materials, parts or equipment furnished in connection with such work to be performed by or on behalf of the additional insured at the site of the covered operations, has been completed;
  - (c) Which takes place after that portion of your work out of which the injury or damage arises has been put to its intended use by any other person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project; or
  - (d) Which takes place after the expiration of any equipment lease to which (4)(d) above applies;
- (7) With respect to architects, engineers or surveyors, coverage does not apply to bodily injury, property damage or personal and advertising injury arising out of the rendering or failure to render any professional services by or for you, including:
  - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
  - (h) Supervisory, inspection, architectural, or engineering services.

These exclusions apply even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the occurrence which caused the bodily injury or property damage, or the offense which caused the personal or advertising injury involved the rendering of or the failure to render any professional services by or for you.

#### 3. Additional Insured - Vendors

If an Additional Insured Vendors endorsement is attached to this policy that specifically names a person or organization as an additional insured, then this Section 3. Additional Insured - Vendors does not apply to that person or organization.

Unless the products-completed operations hazard is excluded from this policy, SECTION II - WHO IS AN INSURED, item 2.f. is added as follows:

- f. Any vendor of yours is included as an additional insured, but only with respect to bodily injury or property damage caused by your products which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
  - (1) The insurance afforded such vendor does not apply to:
    - (a) Bodily injury or property damage for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (b) Any express warranty unauthorized by you;
    - (c) Any physical or chemical change in the product made intentionally by the vendor:
    - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed by the vendor in full compliance with the manufacturer's written instructions at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) Bodily injury or property damage arising out of the liability of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products or any ingredient, part or container, entering into, accompanying or containing such products;
- (3) The most we will pay is the lesser of either the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or the limits of insurance required by the contract or agreement; and
- (4) The insurance afforded to such vendor only applies to the extent permitted by law

# 4. Additional Insured - Limited Primary and Noncontributory Provision

The following is added as a second paragraph to Section IV Conditions, Condition 4. Other Insurance, following paragraph b.(2):

However, if you have added any person, organization or vendor of yours as an additional insured to this policy by way of this MultiCover<sup>®</sup> endorsement and have agreed in a written insured contract that this insurance is primary and non-contributory with other insurance available to that additional insured, this insurance is primary and we will not seek contribution from such additional insured's other insurance, provided that the additional insured is a Named Insured under such other insurance.

## 5. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 8., is deleted and replaced by the following:

- Transfer of Rights of Recovery Against Others to Us and Blanket Waiver of Subrogation
  - a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after the loss to impair those rights. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
  - b. If required by a written insured contract executed prior to the occurrence or offense, we waive any right of recovery we may have against any person or organization named in such insured contract, because of payments we make for injury or damage arising out of your operations or your work for that person or organization.

## 6. Cancellation - 90 Days

Common Policy Conditions endorsement IL0017, A. Cancellation, item 2.b. is deleted and replaced by the following:

 90 days before the effective date of cancellation if we cancel for any other reason.

#### 7. Liberalization

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, the following is added as an additional Condition:

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#### Liberalization

If we adopt a change in our forms or rules which would broaden the coverage provided by any form that is a part of this policy without an extra premium charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

# 8. Fire, Explosion, Sprinkler Leakage, or Lightning Legal Liability Coverage

A. SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, the last paragraph, is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while:

- 1. Rented to you;
- 2. Temporarily occupied by you with the permission of the owner; or
- Managed by you under a written agreement with the owner.

A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

- B. SECTION III LIMITS OF INSURANCE, item 6., is deleted and replaced by the following:
  - 6. Subject to 5. above, the Damage to Premises Rented To You Limit shown in the Declarations, for property damage to any one premises while rented to you, or in the case of damage by fire, explosion, sprinkler leakage, or lightning while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner, is the greater of:
    - a. \$1,000,000 Any One Premises; or
    - The Damage To Premises Rented To You Limit shown in the Declarations.

- C. SECTION IV COMMERCIAL GEN-ERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance, (1)(a), items (i) and (iii), are deleted and replaced by the following:
  - (i) That is Fire, Explosion, Sprinkler Leakage, or Lightning insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner;
  - (iii) That is insurance purchased by you to cover your liability as a tenant for property damage to premises rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner; or
- D. SECTION V DEFINITIONS, 9. Insured Contract, item a., is deleted and replaced by the following:
  - (a) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, is not an insured contract;
- 9. Damage to Invitees' Automobiles from Falling Trees or Tree Limbs - Limited Coverage

This coverage applies to direct physical damage to automobiles owned by invitees subject to all of the following:

- Provided such damage originates from trees on premises owned, managed, leased or rented by an insured;
- Coverage applies only to invitees of an insured or an insured's tenant;
- Such damage is directly caused by wind-driven falling trees or tree limbs;
- The most we will pay for any one loss is the lowest of:

- the actual cash value of the damaged automobile as of the time of the loss; or
- b. the cost of repairing the damaged automobile; or
- the cost of replacing the damaged automobile with another automobile of like kind and quality.

Regardless of the number of occurrences, losses or claims, this coverage is subject to a limit of \$25,000 in any one policy period;

- 5. This coverage is not subject to the General Liability General Aggregate Limit; and
- 6. We will make payments under this coverage without regard to fault.

#### 10. Non-Owned or Chartered Watercraft

SECTION 1 - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAM-AGE LIABILITY, 2. Exclusions, item g. Aircraft, Auto, or Watercraft, item (2), is deleted and replaced by the following:

- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used for public transportation or as a common carrier;

#### 11. Chartered Aircraft

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAM-AGE LIABILITY, 2. Exclusions, g. Aircraft, Auto Or Watercraft, item (6), is added as follows:

(6) An aircraft in which you have no ownership interest and that you have chartered with crew.

# 12. Coverage Territory - Broadened

SECTION V - DEFINITIONS, item 4.a., is deleted and replaced by the following:

 The United States of America (including its territories and possessions), Puerto Rico, Canada, Bermuda, the Bahamas, The Cayman Islands, and the British Virgin Islands; 13. Personal and Advertising Injury - Contractual

Unless personal and advertising injury is excluded from this policy the following applies:

SECTION I - COVERAGES, COVERAGE B, 2. Exclusions, item e., is deleted.

14. Fellow Employee Coverage

SECTION II - WIIO IS AN INSURED, 2.a., item (1) is deleted and replaced by the following:

(1) Personal and advertising injury:

However, subsections (a), (b), (c) and (d) of item (1) remain unchanged.

15. Bodily Injury Definition - Broadened

SECTION V - DEFINITIONS, 3. Bodily Injury is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

 Expected or Intended Injury - Amendment to Exclusion

SECTION I. Coverage A Bodily Injury and Property Damage Liability, 2. EXCLUSIONS, a. Expected or Intended Injury, is deleted and replaced by the following:

a. Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the insured.

This exclusion does not apply to bodily injury or property damage resulting from the use of reasonable force to protect persons or property.

17. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 6. Representations, the following is added:

d. If you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure.

However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

18. Supplementary Payments - Increased Limits

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, items 1.b. and 1.d., are deleted and replaced by the following:

- b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including substantiated loss of earnings up to \$500 a day because of time off from work.
- 19. Duties in the Event of an Occurrence, Offense, Claim or Suit Amended

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 2.a. is deleted and replaced by the following:

- (1) You must see to it that we or any licensed agent of ours are notified of a General Liability occurrence or offense which may result in a claim as soon as practicable after it becomes known to:
  - (a) You, if you are an individual;
  - (b) Your partner or member, if you are a partnership or joint venture;
  - (c) Your member, if you are a limited liability company;
  - (d) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or
  - Your authorized representative or insurance manager.

Knowledge of an occurrence or offense by persons other than those listed above does not imply that those listed above also have such knowledge.

CG7158 1-14

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- (2) To the extent possible, notice should include:
  - (a) How, when and where the occurrence or offense took place;
  - (b) The names and addresses of any injured persons and witnesses; and
  - (c) The nature and location of any injury or damage arising out of the occurrence or offense.
- 20. Non Employment Discrimination Liability

Unless personal and advertising injury is excluded from this policy the following applies:

- A. SECTION V DEFINITIONS, 14. Personal and advertising injury, item h. is added as follows:
  - h. Discrimination.
- B. SECTION V DEFINITIONS, item 23. is added as follows:
  - 23. Discrimination means the unlawful treatment of a person or class of persons because of their specific race, color, religion, gender, age, or national origin in comparison to one or more persons who are not members of the specified class.
- C. SECTION I COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, the following are added:
  - q. Discrimination directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;
  - r. Discrimination directly or indirectly related to the sale, rental, lease or sublease

- or prospective sale, rental, lease or sublease of any dwelling or permanent lodging by or at the direction of any insured;
- s. **Discrimination**, if insurance thereof is prohibited by law; or
- t. Fines, penalties, specific performance, or injunctions levied or imposed by a governmental entity, governmental code, law, or statute because of discrimination.

# 21. Medical Payments

Unless COVERAGE C MEDICAL PAY-MENTS, or the products-completed operations hazard has been excluded from this policy the following applies:

- A. SECTION 1 COVERAGES, COVERAGE C MEDICAL PAYMENTS, 2. Exclusions, item f., is deleted and replaced by the following:
  - f. Products-Completed Operations Hazard

Included within the products-completed operations hazard. However, this exclusion does not apply to expenses for dental services.

- B. Section I COVERAGES, COVERAGE C MEDICAL PAYMENTS, is amended to include item 3. as follows:
  - Limit of Insurance

The Medical Expense Limit of Insurance shall be the greater of:

- a. \$20,000 Any One Person; or
- b. The amount shown in the Declara-

All other terms and conditions of the policy apply.

POLICY NUMBER:

ISSUE DATE: 6/30/2020

# THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

# DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

#### **SCHEDULE**

CANCELLATION:	Number of Days Notice of Cancellation:	30
CANCELLATION:	Number of Days Notice of Cancellation:	

**PERSON OR** 

**ORGANIZATION:** As required by written conrtract or agreement

ADDRESS:

#### **PROVISIONS:**

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

# **INSURER CANCELLATION TERMS**

NAMED INSURED	POLICY NO.
Mott MacDonald Group, Inc. 111 Wood Avenue South Iselin, NJ 08830-4112	
	EFFECTIVE DATE 06/30/2020 SEE PAGE 1

**Holder Name:** 

**Project:** 

#### **Cancellation Terms:**

Should any of the above described policies be cancelled before the expiration date thereof, the insurer will send 30 days notice of cancellation to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

**Cancellation Terms Apply to the Following Coverages:** 

**Professional Liability** 

# NJ TRANSIT Raritan River Bridge Replacement Certificates of Insurance Dan Brown and Associates



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

this certificate does not come rights to the certificate fielder in fied of se		(0):		
PRODUCER Risk Strategies Company	CONTACT NAME:	Jackie Murk		
109 Columbiana Road	PHONE (A/C, No, Ext):	901-820-0400	FAX (A/C, No):	901-820-0402
Birmingham, AL 35209	E-MAIL ADDRESS:	jackie@crowfriedman.com		
		INSURER(S) AFFORDING COVERAGE		NAIC#
www.risk-strategies.com	INSURER A: Cha	rter Oak Fire Insurance Company	у	25615
Dan Brown and Associates, P.C. 300 Woodland Road Seguatchie TN 37374	INSURER B: Travelers Property Casualty Company of America 25674			
	INSURER C: Travelers Indemnity Company			25658
	INSURER D: Berkley Insurance Company			32603
'	INSURER E :			
	INSURER F:			

COVERAGES CERTIFICATE NUMBER: 56007622 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR			SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	 S
Α	✓ COMMERCIAL GENERAL LIABILITY	<b>√</b>	<b>√</b>		1/1/2020	1/1/2021	EACH OCCURRENCE	\$2,000,000
	CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	✓ Contractual Liability \$1M						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$4,000,000
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$4,000,000
	OTHER:							\$
В	AUTOMOBILE LIABILITY	1	1		1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
С	✓ UMBRELLA LIAB ✓ OCCUR	/	<b>✓</b>		1/1/2020	1/1/2021	EACH OCCURRENCE	\$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$5,000,000
	DED ✓ RETENTION \$10,000							\$
В	WORKERS COMPENSATION		✓		1/1/2020	1/1/2021	✓ PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)	,,,					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			<u></u> _			E.L. DISEASE - POLICY LIMIT	\$1,000,000
D	Professional Liability				1/1/2020	1/1/2021	Each Claim Aggregate	\$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Raritan River Bridge Replacement Project DBA Project Number 17-137

CERTIFICATE HOLDER	CANCELLATION
AECOM 30 Knightsbridge Road Building 5, Suite 520 Piscataway NJ 08854	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
riscalaway NJ 00054	AUTHORIZED REPRESENTATIVE  Michael Christian

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OFFICIOATE HOLDER

AGENCY CUSTOMER ID:	
LOC #:	

|--|

# ADDITIONAL REMARKS SCHEDULE

Page	of
uge	O.

	NAMED INSURED	
	Dan Brown and Associates, P.C. 300 Woodland Road Sequatchie TN 37374	
NAIC CODE		
	EFFECTIVE DATE:	

#### ADDITIONAL REMARKS

#### THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

**HOLDER:** AECOM

ADDRESS: 30 Knightsbridge Road Building 5, Suite 520 Piscataway NJ 08854

AECOM / Mott MacDonald Joint Venture and New Jersey Transit Corporation are included as Additional Insured on the General Liability, Automobile Liability and Umbrella Liability (follows form). General Liability provided to Additional Insured(s) includes ongoing and completed operations and is primary and non-contributory. It is further agreed a Waiver of Subrogation applies to General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation.

Thirty (30) Day Notice of Cancellation applies except ten (10) day notice for nonpayment. These provisions must be required by and accepted by the insured in written contract or agreement.

ACORD 101 (2008/01)

\*\* THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. \*\*

# NOTICE OF CANCELLATION

#### IT IS AGREED THAT:

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.
DESIGNATED ENTITY - NOTICE OF
CANCELLATION PROVIDED BY US
THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED
UNDER THE FOLLOWING:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY
SCHEDULE

CANCELLATION: NUMBER OF DAYS NOTICE OF CANCELLATION: 30 PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

- 1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED SHOWN IN THE DECLARATIONS RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
- 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

#### **ADDRESS**

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US. PROVISIONS:

- A. IF WE CANCEL THIS POLICY FOR ANY STATUTORILY PERMITTED REASON OTHER THAN NONPAYMENT OF PREMIUM WE WILL MAIL NOTICE OF CANCELLATION TO THE PERSON OR ORGANIZATION SHOWN IN THE SCHEDULE ABOVE. WE WILL MAIL SUCH NOTICE TO THE ADDRESS SHOWN IN THE SCHEDULE ABOVE AT LEAST THE NUMBER OF DAYS SHOWN FOR CANCELLATION IN THE SCHEDULE ABOVE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
- B. IF WE DECIDE TO NOT RENEW THIS POLICY FOR ANY STATUTORILY PERMITTED REASON, AND A NUMBER OF DAYS IS SHOWN FOR NONRENEWAL IN THE SCHEDULE ABOVE, WE WILL MAIL NOTICE OF THE NONRENEWAL TO THE PERSON OR ORGANIZATION SHOWN IN THE SCHEDULE ABOVE. WE WILL MAIL SUCH NOTICE TO THE ADDRESS SHOWN IN THE SCHEDULE ABOVE AT LEAST THE NUMBER OF DAYS SHOWN FOR NONRENEWAL IN THE SCHEDULE ABOVE BEFORE THE EXPIRATION DATE.

### **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM** 

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED
- **B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE - INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE GLASS

#### **PROVISIONS**

#### A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., Who is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

- H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE INCREASED LIMIT
- I. PHYSICAL DAMAGE TRANSPORTATION EXPENSES INCREASED LIMIT
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### C. EMPLOYEE HIRED AUTO

 The following is added to Paragraph A.1., Who Is An Insured, of SECTION II - COV-ERED AUTOS LIABILITY COVERAGE.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSI-NESS AUTO CONDITIONS:
  - b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
    - (1) Any covered "auto" you lease, hire, rent or borrow; and
    - (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

## E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

- The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
  - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
  - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

#### F. HIRED AUTO - LIMITED WORLDWIDE COV-ERAGE - INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:
  - (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
  - (ii) Neither you nor any other involved "insured" will make any settlement without our consent.
  - (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
  - (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II COVERED AUTOS LIABILITY COVERAGE.
  - (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
- (b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.
- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

## H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

## I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III — PHYSICAL DAMAGE COVERAGE:

#### **Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

## L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

#### M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV — BUSINESS AUTO CONDITIONS:

## 5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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#### COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

#### N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

CGD361 (03-05) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

NAMES OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S): Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

#### LOCATION OF COVERED OPERATIONS:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(INFORMATION REQUIRED TO COMPLETE THIS SCHEDULE, IF NOT SHOWN ABOVE, WILL BE SHOWN IN THE DECLARATIONS.)

A. SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONALINSURED THE PERSON(S) OR ORGANIZATION(S) SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE", PERSONAL INJURY OR "ADVERTISING INJURY" CAUSED, IN WHOLE OR IN PART, BY:

- 1. YOUR ACTS OR OMISSIONS; OR
- 2. THE ACTS OR OMISSIONS OF THOSE ACTING ON YOUR BEHALF; IN THE PERFORMANCE OF YOUR ONGOING OPERATIONS FOR THE ADDITIONAL INSURED(S) AT THE LOCATION(S) DESIGNATED ABOVE.
- B. WITH RESPECT TO THE INSURANCE AFFORDED TO THESE ADDITIONAL INSURED, THE FOLLOWING ADDITIONAL EXCLUSIONS APPLY:

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CGD361 (03-05) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

THIS INSURED DOES NOT APPLY TO "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURRING, OR "PERSONAL INJURY" OR "ADVERTISING INJURY" ARISING OUT OF AN OFFENSE COMMITTED, AFTER:

- 1. ALL WORK, INCLUDING MATERIALS, PARTS OR EQUIPMENT FURNISHED IN CONNECTION WITH SUCH WORK, ON THE PROJECT (OTHER THAN SERVICE, MAINTENANCE OR REPAIRS) TO BE PERFORMED BY OR ON BEHALF OF THE ADDITIONAL INSURED(S) AT THE LOCATION OF THE COVERED OPERATIONS HAS BEEN COMPLETED; OR
- 2. THAT PORTION OF "YOUR WORK" OUT OF WHICH THE INJURY OR DAMAGE ARISES HAS BEEN PUT TO ITS INTENDED USE BY ANY PERSON OR ORGANIZATION OTHER THAN ANOTHER CONTRACTOR OR SUBCONTRACTOR ENGAGED IN PERFORMING OPERATIONS FOR A PRINCIPAL AS A PART OF THE SAME PROJECT.

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CG2037 (07-04) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

NAMES OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S):
Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed and executed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS: Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(INFORMATION REQUIRED TO COMPLETE THIS SCHEDULE, IF NOT SHOWN ABOVE, WILL BE SHOWN IN THE DECLARATIONS.)

A. SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED THE PERSON(S) OR ORGANIZATION(S) SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE" CAUSED, IN WHOLE OR IN PART, BY "YOUR WORK" AT THE LOCATION DESIGNATED AND DESCRIBED IN THE SCHEDULE OF THIS ENDORSEMENT PERFORMED FOR THAT ADDITIONAL INSURED AND INCLUDED IN THE "PRODUCTS-COMPLETED OPERATIONS HAZARD".

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CG2037 (07-04) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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## **DESIGNATED ENTITY – NOTICE OF** CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

#### **SCHEDULE**

CANCELLATION:

Number of Days Notice of Cancellation: 30

NONRENEWAL:

Number of Days Notice of Nonrenewal:

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

- 1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NONRENEWAL OF THIS POLICY; AND
- 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

#### ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZ-ATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

#### **PROVISIONS:**

- A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

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#### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

## d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and noncontributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed:

subsequent to the signing of that contract or agreement by you.

#### 5. Premium Audit

- **a.** We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- **c.** The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

- **a.** The statements in the Declarations are accurate and complete;
- **b.** Those statements are based upon representations you made to us; and
- **c.** We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

#### 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- **a.** As if each Named Insured were the only Named Insured; and
- **b.** Separately to each insured against whom claim is made or "suit" is brought.

## 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

#### **SECTION V - DEFINITIONS**

- "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - **a.** Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - **b.** Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY ENDORSEMENT WC 99 06 R3 (00)

## NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX - CONDITIONS:

#### Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

#### SCHEDULE

#### Name and Address of Designated Persons or Organizations:

Number of Days Notice

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

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- 1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
- 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

#### ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

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## WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

Dan Brown and Associates, P.C.

ENDORSEMENT WC 00 03 13 (00) -

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)
This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.
SCHEDULE
DESIGNATED PERSON:
DESIGNATED ORGANIZATION:

Any person or organization for which the insured has agreed by written contract

POLICY NUMBER:

executed prior to loss to furnish this waiver.

# XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Non-Owned Watercraft 75 Feet Long Or Less
- B. Who Is An Insured Unnamed Subsidiaries
- **C.** Who Is An Insured Retired Partners, Members, Directors And Employees
- D. Who Is An Insured Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees
- **E.** Who Is An Insured Newly Acquired Or Formed Limited Liability Companies
- F. Blanket Additional Insured Controlling Interest
- **G.** Blanket Additional Insured Mortgagees, Assignees, Successors Or Receivers

#### **PROVISIONS**

- A. NON-OWNED WATERCRAFT 75 FEET LONG OR LESS
  - The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
    - **(2)** A watercraft you do not own that is:
      - (a) 75 feet long or less; and
      - **(b)** Not being used to carry any person or property for a charge;
  - 2. The following replaces Paragraph 2.e. of SECTION II WHO IS AN INSURED:
    - **e.** Any person or organization that, with your express or implied consent, either

- H. Blanket Additional Insured Governmental Entities – Permits Or Authorizations Relating To Premises
- Blanket Additional Insured Governmental Entities – Permits Or Authorizations Relating To Operations
- J. Incidental Medical Malpractice
- K. Medical Payments Increased Limit
- Amendment Of Excess Insurance Condition Professional Liability
- M. Blanket Waiver Of Subrogation When Required By Written Contract Or Agreement
- N. Contractual Liability Railroads

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;
- B. WHO IS AN INSURED UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

**a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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**b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- **a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- **b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- **b.** An organization other than a partnership, joint venture or limited liability company; or
- **c.** A trust;

as indicated in its name or the documents that govern its structure.

## C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

#### (1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- **(d)** Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

#### (2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- **(d)** Arising out of his or her providing or failing to provide professional health care services.
- (3) "Property damage" to property:
  - (a) Owned, occupied or used by; or
  - **(b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co"employee" while in the course of the co"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

## E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

- 3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - **a.** Coverage under this provision is afforded only:
    - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
    - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;
  - **b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - **c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** — Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

## F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

 The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- **b.** Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTIO N II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

**b.** Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- **b.** The insurance provided to such person or organization does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.
- H. BLANKET ADDITIONAL INSURED GOVERNMENTAL ENTITIES PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, canopies, cellar entrances, coal driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

# I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- **a.** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- **b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

#### J. INCIDENTAL MEDICAL MALPRACTICE

- **1.** The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:
  - b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.
- The following replaces the last paragraph of Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

- occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or
- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- The following replaces the last sentence of Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

#### Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

**5.** The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- **a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- **b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
- 6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

# K. MEDICAL PAYMENTS – INCREASED LIMIT The following replaces Paragraph 7. of SECTION III – LIMITS OF INSURANCE:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
  - **a.** \$10,000; or
  - **b.** The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.
- L. AMENDMENT OF EXCESS INSURANCE CONDITION PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- **a.** "Bodily injury" or "property damage" that occurs: or
- **b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

#### N. CONTRACTUAL LIABILITY - RAILROADS

- **1.** The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
  - **c.** Any easement or license agreement;
- **2.** Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.





DATE (MM/DD/YYYY) 6/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

ocitinoate notaei in nea or sa	ion cn	aorsement(s).			
PRODUCER			CONTACT NAME: certs@fenner-esler.com		
Fenner & Esler Agency,	Inc		PHONE (A/C, No, Ext): (201)262-1200	FAX (A/C, No): (201)262	-7810
467 Kinderkamack Road			E-MAIL ADDRESS:		
P. O. Box 60			INSURER(S) AFFORDING COVERAGE		NAIC #
Oradell	NJ	07649-0060	INSURER A: Travelers Indem Co/Connection	ut	25682
INSURED			INSURER B: Selective Fire and Casualty	Ins Co.	14377
AmerCom Corporation			INSURER C: Travelers Property Casualty	Co. of Amer	25674
1259 Route 46 East			INSURER D: Charter Oak Fire Insurance C	lo.	25615
Building Two			INSURER E: Berkshire Hathaway Specialty	Insurance	22276
Parsippany	NJ	07054	INSURER F:	•	1
					-

COVERAGES CERTIFICATE NUMBER: Master 20-21 PL REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL	SUBR WVD		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS	S
	х	COMMERCIAL GENERAL LIABILITY	IIIOD	1112		(1111)	(,22,1111)	EACH OCCURRENCE	\$ 2,000,000
A		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	х	Includes contractual &	x			11/1/2019	11/1/2020	MED EXP (Any one person)	\$ 10,000
		XCU coverage per policy			terms & conditions			PERSONAL & ADV INJURY	\$ 2,000,000
	GEN	LAGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000
		POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000
		OTHER:						Valuable Paper per Occurrence	\$ 100,000
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
В	х	ANY AUTO						BODILY INJURY (Per person)	\$
~		ALL OWNED SCHEDULED AUTOS AUTOS				11/1/2019	11/1/2020	BODILY INJURY (Per accident)	\$
		HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
									\$
		UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$ 10,000,000
С	х	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 10,000,000
		DED X RETENTION \$ 10,000				11/1/2019	11/1/2020		\$
		KERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
D	(Man	datory in NH)	,,,			11/1/2019	11/1/2020	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes	i, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	Pro	ofessional & Pollution				6/2/2020	6/2/2021	Per Claim Limit	\$5,000,000
	Lia	bility			Full Prior Acts	per claim	ded: \$50k	Aggregate Limit	\$5,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: AmerCom #4025, RFP 18-015 Construction Management Services for the Raritan River Bridge
Replacement Project. Additional Insured - AECOM/Mott MacDonald and NJ Transit as respects general
liability where required by written contract.

CERTIFICATE HOLDER	CANCELLATION
AECOM	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Timothy Esler/JEAN

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DATE (MM/DD/YYYY) 6/15/2020

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Kevin M. Esler. CPA			
Fenner & Esler Agency, Inc		PHONE (A/C, No, Ext): (201)262-1200	01)262-1200 FAX (A/C, No): (201)262-7810		
467 Kinderkamack Road		E-MAIL ADDRESS: certs@fenner-esler.com			
P. O. Box 60		INSURER(S) AFFORDING COVERAGE		NAIC #	
Oradell NJ	07649-0060	INSURER A: RLI Insurance Company		13056	
INSURED		INSURER B: Berkley Insurance Company		32603	
Project Management Technolo	gies, Inc.	INSURER C:			
dba Promatech, Inc		INSURER D:			
714 East Main Street, Suite	2C	INSURER E :			
MOORESTOWN NJ	08057	INSURER F:			
001/504.050	OFFICIOATE MUMBER Variation 10		4DED		

COVERAGES CERTIFICATE NUMBER: Master 19-20

**REVISION NUMBER:** 

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR		SIONS AND CONDITIONS OF SUCH FO		SUBR		POLICY EFF	POLICY EXP			
LTR	L.,	TYPE OF INSURANCE		WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S	
	х	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
A		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
	х	includes contractural &				11/27/2019	11/27/2020	MED EXP (Any one person)	\$	10,000
		XCU coverage per			policy terms & conditions			PERSONAL & ADV INJURY	\$	1,000,000
	GEN	LAGGREGATE LIMIT APPLIES PER:			Includes Coverage within 50'			GENERAL AGGREGATE	\$	2,000,000
		POLICY X PRO- JECT LOC			of RR			PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:						Valuable Papers	\$	500,000
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
A	х	ANY AUTO						BODILY INJURY (Per person)	\$	
		ALL OWNED SCHEDULED AUTOS AUTOS				11/27/2019	11/27/2020	BODILY INJURY (Per accident)	\$	
		HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
									\$	
		UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	5,000,000
А	х	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	5,000,000
		DED X RETENTION \$ 0				11/27/2019	11/27/2020		\$	
		KERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$	1,000,000
A	(Man	CER/MEMBER EXCLUDED? datory in NH)	", "			10/17/2019	10/17/2020	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
		i, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
В	Pro	ofessional Liability				11/27/2019	11/27/2020	Per Claim Limit		\$3,000,000
	Ret	ro Date: 11/26/1985			Per Claim Deductible: \$10,000			Aggregate Limit		\$3,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: NJ Transit, Construction Management Services for the Raritan River Bridge Replacement

Additional Insured - Certificate Holder as respects general liability where required by written contract.

CERTIFICATE HOLDER	CANCELLATION

AECOM/Mott Maconald 30 Knightsbridge Road Building 5, Suite 520 Piscataway, NJ 08854 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kevin Esler/JEAN

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DATE (MM/DD/YYYY) 05/04/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Alton E. Woodford, Inc. 10 North Main Street West Hartford CT 06107	CONTACT Kimberly Tetreault NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: KTetreault@aew oodford.com			
	vest harriord of color	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers	NAIC# 20443		
INSURED	Garg Consulting Services, Inc 2096A Silas Deane Hw y	INSURER B:			
	Rocky Hill, CT 06067	INSURER D: INSURER E:			
		INSURER F:			

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
COLLINICE	OLICITI TOTAL MODELLA	. (LET) 01 01 11 11 0 11 11 11 11 11 11 11 11 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE		SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	COMMERCIAL GENERAL LIABILITY	Υ	Υ		01/01/2020	01/01/2021	EACH OCCURRENCE	\$	2,000,000
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
							MED EXP (Any one person)	\$	10,000
							PERSONAL & ADV INJURY	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	4,000,000
	POLICY PRO-						PRODUCTS - COMP/OP AGG	\$	4,000,000
	OTHER:							\$	j
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO						BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
Α	V UMBRELLA LIAB V OCCUR	Υ	Υ		1/01/2020	1/01/2021	EACH OCCURRENCE	\$	5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	5,000,000
	DED RETENTION\$ 10,000							\$	
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Υ		1/01/2020	1/01/2021	V PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	NIA					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
Α	Inland Marine Valuable Papers				1/01/2020	1/01/2021			\$500,000
	•								
						:			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: NJ Transit Contract No. 18-015 CM for Raritan River Bridge Replacement. Named as additional Insured on a primary and non-contributory basis are AECOM, NJ Transit, The State Of New Jersey and the Indemnified Parties, affiliated companies, respective successors, assigns, officers, shareholders, employees, representatives and agents with respect to General Liability and Umbrella Liability as required by written contract. Waiver of subrogation applies in favor of the additional insureds with respect to the General Liability and W/C/EL. Umbrella is a follow form on General Liability and Worman's Comp. 30 days-notice of cancellation will be provided to the certificate holder.

CEKI				ΕK	
	 	 	•		

A ECOM ATT: Tomas P. O'Connor P.E. 30 Knightsbridge Road Building 5, Suite 520 Piscataw ay, NJ 08854

#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fallison W. Nahle

ACORD® ADDIT		ARKS SCHEDULE	
Woodford Insurance		Garg Consulting Services, Inc	
POLICY NUMBER		2096A Silas Deane Hwy Rocky Hill, CT 06067	
	NAIC CODE	_	
CONTINENTAL CASUALTY CO	20443	EFFECTIVE DATE: 01/01/2017	
ADDITIONAL REMARKS			
THIS ADDITIONAL REMARKS FORM IS A SCHEDUL	E TO ACORD FORM,		
FORM NUMBER: FORM TITLE:			
·			
			1

AGENCY CUSTOMER ID: GA15021814444985 LOC #:

# BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

 The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or fallure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III — Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
- 2. The following is added to Paragraph 4.a. of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

#### COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

This waiver of subrogation clause is not acceptable; it is too narrowly drafted and only would cover STV since STV is the only entity with whom Garg has entered into a contract. An alternate endorsement providing a waiver of subrogation covering all required entities listed on page one of the certificate should be provided.

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring Insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.



#### WORKERS COMPENSATION AND **EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER:	:
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#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

#### **SCHEDULE**

**DESIGNATED PERSON:** 

#### **DESIGNATED ORGANIZATION:**

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.



DATE (MM/DD/YYYY)

5/4/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PRODUCER PHONE (A/C, No, Ext): (860) 236-6064 E-MAIL (A/C, No): (860) 236-8510 Lombardo Insurance Agency Inc jlombardo@lombardo-ins.com P. O. Box 129 ADDRESS: NAIC # INSURER(S) AFFORDING COVERAGE 24066 CT 06067 INSURER A: American Fire & Cas Co Rocky Hill INSURED INSURER B: Garg Consulting Services Inc NSURER C: 2096A Silas Deane Hwy INSURER D: INSURER E CT 06067 INSURER F: Rocky Hill **REVISION NUMBER CERTIFICATE NUMBER: COVERAGES** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDESUBR POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) INSR LTR LIMITS POLICY NUMBER TYPE OF INSURANCE COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ CLAIMS-MADE OCCUR \$ MED EXP (Any one person) PERSONAL & ADV INJURY \$ GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG POLICY OTHER: COMBINED SINGLE LIMIT (Ea accident) 1,000,000 **AUTOMOBILE LIABILITY** BODILY INJURY (Per person) ANY ALITO SCHEDULED AUTOS NON-OWNED OWNED AUTOS ONLY **BODILY INJURY (Per accident)** 01/01/2020 01/01/2021 PROPERTY DAMAGE HIRED AUTOS ONLY **AUTOS ONLY** EACH OCCURRENCE UMBRELLA LIAB OCCUR AGGREGATE **EXCESS LIAB** CLAIMS-MADE RETENTION \$ DED STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY E.L. EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE N/A CER/MEMBER EXCLUDED? E.L. DISEASE - EA EMPLOYEE (Mandatory in NH) f yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: NJ Transit Contract No. 18-015 CM for Raritan River Bridge Replacement. 10 days notice of cancellation for non-payment of premium. 30 days notice for all other.

CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AECOM **AUTHORIZED REPRESENTATIVE** ATT: Tomas P. O'Connor P.E. 30 Knightsbridge Rd, Bldg 5, Suite 520 Anne Howe Piscataway NJ 08854

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Document editions: 01/01/13 [ 01/01/10 ] 09/01/08

RCG | Commercial Auto Forms | 01/01/10

Regional Companies Group Effective Dates: Commercial Auto Connecticut Effective 10/01/2012 × 01/01/2099

COMMERCIAL AUTO CA 68 10 01 10

#### This endorsement changes the policy, please read it carefully.

#### BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM** 

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

#### **COVERAGE INDEX**

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#### SECTION II - LIABILITY COVERAGE IS amended as follows:

#### 1, BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1, -WHO IS AN INSURED is amended to include the following as an incured:

- d. Any legally incorporated untity of which you own more than 50 percent of the voting stock during the policy period. However, "Insured" does not include any organization that:

  - (1) is a partnership or joint venture; or
    (2) is an insured under any other automobile policy; or
    (3) Has exhausted its Limit of insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

- Any organization you newly acquire or form, other than a partnership of joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:
  - (1) If there is similar insurance or a self-insured relention plan available to that organization;

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- (2) If the Limits of insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

#### 2. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- An "employee" of yours white operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this andorsement is excess over any other insurance available to the "employee".

#### 3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

b. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

Only with respect to the operation, maintenance or use of a covered "auto";
 Only for "bodily injury" or "property demage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been leaved to you; and
 Only for the duration of that contract, agreement or permit

#### 4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.s. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of ball bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

#### 5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers companies exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.S. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

#### SECTION III - PHYSICAL DAMAGE COVERAGE Is amended as follows:

#### 8. HIRED AUTO PHYSICAL DAMAGE

Panagraph A.A. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

a. You hire, rent or borrow; or

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b. Your "employee" hires or rents under a written contract or agreement in that "employee" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" in the smallest of:
  - (1) \$50,000; ar
  - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - (3) The cost of repairing or replacing the damaged or stolen properly with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$750 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the leasor incurs an actual linancial loss.
- E. This coverage extension does not apply to:
  - (1) Any "auto" that is hired, rented or borrowed with a driver; or
  - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value,

#### Y. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay lowing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 -- 20,000 pounds.

However, the labor must be performed at the place of disablement.

5. Physical Damage-Additional transportation expense coverage

## . ReferenceConnect Document: RCG FORMS | Coverage Endorsements | CA 88 10-Busin... Page 3 of 5

Paragraph A.4.s., Coverage Extension of SECTION III -- PHYSICAL DAMAGE COVERAGE, is emended to provide a limit of \$50 per day and a maximum limit of \$1,500

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#### 9. RENTAL REMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" of "lose", to an "auto" for which we also pay a "lose" under Comprehensive, Specified Causes of Loss or Collision Goverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "lose" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than 975 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 per day.
- We will also pay up to \$500 for reasonable and nacessary expenses incurred by you to remove and replace your looks and equipment from the covered
- d. This coverage does not apply unless you have a business necessily that other "autos" available for your use and operation cannot fill.
- if "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursament expenses which is not stready provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorgement provision, materials and equipment do not include "personal effects" as defined in provision 11.

#### 10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

#### 11. PERSONAL EFFECTS COVERAGE

A. SECTION III -- PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V-DEFINITIONS is smended by adding the following:

For the purposes of this provision, "personal effects" mean tengible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

#### 12. ACCIDENTAL AIREAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an alread.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

#### 13. Audio, visual and data electronic equipment coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph to exclusions 4.c. and 4.d. is deleted and replaced with the

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Exclusion 4.c. and 4.d. do not apply to:

a. Electronic equipment that receives or transmits audio, visual or date signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical demage coverages are provided for the covered "auto"; or

If the "loas" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

#### 14. LOAN / LEASE GAP COVERAGE

A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

Balance due under the terms of the loan or leeps to which the damaged covered "auto" is subject at the time of the "loss" less the emount of:

 Cverdue payments and financial penalties associated with those payments as of the date of the "loss".
 Financial penalties imposed under a less due to high misage, excessive use or abnormal wear and tear;
 Costs for extended warrenities, Credit Life insurance, Health, Accident or Disability Insurance purchased with the loan or lesse.

 Transfer or college full states from presidue loans or lesses.

Transfer or rollover balances from previous loans or leases,

- Final payment due under a Phalicen Loan", The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
- Security deposits not refunded by a lessor,

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- All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty
  or extended saytice agreement on a covered "auto";
- Any amount representing taxes,
- 1. Loan or lease termination fees; or
- 2. The actual cash value of the damage or atolen property us of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

#### B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the coverad "auto" that incurred the loss serves as collateral, or lease written on the coverad "auto" that incurred the loss.

C. SECTION V - DEFINTIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total lose" means a "lose" in which the cost of repairs plus the nelvage value exceeds the actual cesh value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

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#### 16. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph D. Deduptible of SECTION III - PHYSICAL DAMAGE COVERAGE is emended by the addition of the following:

No deductible applies to glean demage if the gleas is repaired rether than replaced.

#### 16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Perograph O, Destruitible of SECTION III - PHYSICAL DAMAGE COVERAGE is emended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight tack with a gross vehicle weight of 10,000 lbs, or less as defined by the manufacturar as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- tr, Legally parked; and
- a. Unoccupied,

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

#### SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

#### 17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph B.2. is amended by adding the following:

if you unintentionally fall to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must raport the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

#### 18, AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.Z.a. is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" of "loss", you must promptly notify us when it is known to:
  - 1. You, if you are an individual;
  - 2. A partner, if you are a partnership;
  - 3. Member, if you are a limited liability company;
  - 4. An executive officer of the "employee" designated by the Named insured to give such notice, if you are a corporation.

To the extent possible, nolice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insurade" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

#### 19. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.S., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

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#### 20. HIRED AUTO GOVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Tentiory, is amended by the addition of the following:

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f. For "autos" hired 30 days or less, the coverage territory is snywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "nulf", on the medie, in the United States, the territories and possessions of the United States of America, Puerto Ripo or Canada or in a dettlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

#### SECTION V - DEPINITIONS In amended as follows:

#### 21. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a parson, including mental angulah, mental injury, shock, fright or death resulting from any of these at any time.

#### COMMMON POLICY CONDITIONS

#### 22. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph A .- CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.

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COMMERCIAL AUTO CA 88 68 05 13

#### THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

#### DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who is An insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

Schedula

Name of Percon(s) or Organization(a):

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed in a written egreement that this policy will be primary and without right of contribution from any insurance in force for an Additional insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

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DATE (MM/DD/YYYY) 05/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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Willis Towers Watson Midwest, Inc. fka Willis of Illinois, Inc.			PHONE [A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378							
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								PERSONAL & ADV INJURY	\$	
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	DED RETENTION \$								\$	
	WORKERS COMPENSATION							PER OTH- STATUTE ER		
	AND EMPLOYERS' LIABILITY  ANYPROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBEREXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE	s	
	If yes, describe under							E.L. DISEASE - POLICY LIMIT	\$	
	DÉSCRIPTION OF OPERATIONS below		ļ			00/01/0010	09/01/2020		\$5,00	2 000
A	Professional Liability					09/01/2019	09/01/2020			•
								Aggregate	\$5,00	3,000
	RIPTION OF OPERATIONS / LOCATIONS / VEHICL							ed)		
RE:	NJ Transit Contract No. 18-0	15 (	M fo	or Raritan River Bri	dge Re	eplacement	•			
CERTIFICATE HOLDER C				CAN	CELLATION					
						ESCRIBED POLICIES BE C				
								EREOF, NOTICE WILL BY PROVISIONS.	DE NE	LIVERED IN
AEC	мом				~~	SORDMINOE AN	THE FOLK			
ATT: Tomas P. O'Connor P.E.				AUTHODITED DEDDECENTATIVE						
1	Knightsbridge Road				AUTHORIZED REPRESENTATIVE					
	lding 5, Suite 520				De Quelow					
Piscataway, NJ 08854				7077 13 15						
						@ 41	100 204C AC	ADD CADDADATION	All rice	hte received

# **NJ TRANSIT AGREEMENT NO. 18-015 CONSTRUCTION MANAGEMENT SERVICES FOR THE RARITAN RIVER BRIDGE REPLACEMENT PROJECT PURCHASE ORDER**

#### PURCHASE ORDER INSTRUCTIONS

ALL PACKAGES MUST BE ACCOMPANIED BY A PACKING SLIP.
REFERENCE PURCHASE ORDER NUMBER, PURCHASE ORDER LINE NUMBER, AND NJT CATLOG
NUMBER ON ALL INVOICES, PACKING SLIPS AND BILLS OF LADING.

INVOICES WITHOUT PURCHASE ORDER NUMBERS WILL BE RETURNED. VENDOR MUST SUPPLY ORIGINAL NON CONSTRUCTION INVOICE AND ANY FREIGHT BILLS IN EXCESS OF \$100 TO:

E-MAIL: INVOICES@NJTRANSIT.COM OR FAX: 973-833-8132

IMPORTANT - ONE INVOICE AND ALL OF ITS SUPPORTING DOCUMENTS MUST BE INCLUDED IN A FILE USING THE FILE NAMING FORMAT: PURCHASE ORDER NUMBER -INVOICE NUMBER. MULTIPLE FILES MAY BE INCLUDED IN ONE E-MAIL. CONSTRUCTION INVOICES SHOULD CONTINUE TO BE SENT TO THE CONSTRUCTION MANAGER.

VENDOR MUST ALSO SUPPLY A COPY OF INVOICE(S) TO CONSIGNEE.
VENDOR: IF PRICE ON PO DOES NOT MATCH, DO NOT SHIP MATERIAL, CONTACT BUYER.

PURCHASE ORDER NO	REV NO
200018494	0
VENDOR NO	ISSUE DATE
80020680	09/18/20
DATE CHANGED	PAGE NO 1

VOICE. 973-491-0399 FAX. 973-491-4021

HOW TO CONTACT ACCOUNTS PAYABLE CUSTOMER CARE (APCC)

SU	IPP	ΙIF	R٠
$\sim$			٠

AECOM MOTT MACDONALD JV 30 KNIGHTSBRIDGE ROAD SUITE 520 PISCATAWAY, NJ, 08854

#### SHIP TO:

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

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

BUYER:				NJ TRANSIT IS EXEMPT FROM NJ SALES & USE TAXES PURSUANT TO SECT 9(A)(1), OF NJSA 54:32B-1 ET SEQ.
TERMS	FREIGHT TERMS	FOB	QUOTATION NO	FEDERAL T.I.N.:
NET 45	100	DESTINATION		TAX EXEMPT #'S

J TRANSIT ETHICS CODE: NJ TRANSIT IS AN INSTRUMENTALITY OF THE STATE OF NEW JERSEY AND ITS EMPLOYEES AND OFFICERS AND MEMBERS OF THE NJ TRANSIT BOARD OF DIRECTORS ARE PUBLIC SERVANTS AND ARE GOVERNED BY CIVIL AND CRIMINAL LAWS THAT CONTROL HOW NJ TRANSIT AND ITS PERSONNEL CONDUCT BUSINESS WITH HORDORS, CONTROLTORS, AND CONSULTANTS. THESE PROVISIONS INCLUDE THE CONFLICTS OF INTEREST LAW, NJSA 25:130-12; THE GIFTS TO PUBLIC SERVANTS LAW, NJSA 25:27-6; AND THE OFFICIAL BEHAVIOR FOR PAST OF OFFICIAL BEHAVIOR SELL THING SAND GARDUTIES BY ANY NJ TRANSIT EMPLOYEE OR ANY PERSON, COMPANY OR ENTITY DOING BUSINESS WITH NJ TRANSIT. THE TERM GIFT INCLUDING SELL THINGS AND GARDUTIES BY ANY NJ TRANSIT EMPLOYEE OR ANY PERSON, COMPANY OR ENTITY DOING BUSINESS WITH NJ TRANSIT. THE TERM GIFT INCLUDING SERVICES, GRATUTIES, MEALS, ENTERTAINMENT, EVENT TICKETS, MEMBERSHIP CLUB ACCESS, TRAVEL COSTS AND LODGING. ALSO, NJ TRANSIT'S CODE OF ETHICS AND CODE OF CONTRACTORS AND CONSULTANTS FROM OFFERING ANY GIFT STO ANY NJ TRANSIT EMPLOYEE. DO NOT, UNDER ANY CIRCUMSTANCES, TEMPOT OR PUT AN NJ TRANSIT EMPLOYEE IN THE AWKWARDAR POSITION OF RETURN A GIFT NO MATTER HOW WELL INTENTIONED OR INNOCULOUS THE GIFT MAY INTENTIONED OR INTENTION OR

LINE NUMBER	ITEM NUMBER/ MPN/MFR /DESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	AMOUNT
	CONTRACT #:18-015 SOURCE DOCUMENT:					
1	MR #500000294935 GL #1.8851.50306.SFF7000.C.000.00000.00000	09/18/20	33953533.97	\$	1	33,953,533.97
	Construction Management Services for Raritan River Bridge Replacement					
	NJ TRANSIT Contract No. 18-015 CM Services for the Raritan River Bridge Replacement Project					
	PM: Jeremy Zhang					
	The total expenditure amount for this line shall not exceed \$33,953,533.97.					
	Refer to Contract No. 18-015 for the complete terms and conditions of this Agreement.					
					** TOTAL:	\$ 33,953,533.97

#### **PURCHASE ORDER INSTRUCTIONS**

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

PURCHASE ORDER NO	REV NO
200018494	0
VENDOR NO	ISSUE DATE
80020680	09/18/20
DATE CHANGED	PAGE NO 2

SUPPLIER:

AECOM MOTT MACDONALD JV 30 KNIGHTSBRIDGE ROAD SUITE 520 PISCATAWAY, NJ, 08854

FAX: 973-491-4621

HOW TO CONTACT ACCOUNTS PAYABLE CUSTOMER CARE (APCC)

VOICE: 973-491-8399

E-MAIL: APCC@NJTRANSIT.COM

SHIP TO:

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

BILL TO:

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

BUYER:				NJ TRANSIT IS EXEMPT FROM NJ SALES & USE TAXES PURSUANT TO SECT 9(A)(1), OF NJSA 54:32B-1 ET SEQ.
TERMS	FREIGHT TERMS	FOB	QUOTATION NO	FEDERAL T.I.N.:
NET 45	100	DESTINATION		TAX EXEMPT #'S

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

Authorized NJ Transit Signature / Date

Jignus Joe Not