

Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
Richard T. Hammer, Acting Commissioner
Dennis J. Martin, Interim Executive Director

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

July 27, 2016

Ms. Visha Szumanski
Hardesty & Hanover/Gannett Fleming (JV)
1501 Broadway
New York, New York 10036

**Re: NJ TRANSIT Contract No. 15-044
Raritan River Bridge Replacement Project
Phase I - Conceptual and Preliminary Design Services**

Dear Ms. Szumanski:

Enclosed for your use and files please find one (1) fully executed copy of NJ TRANSIT Contract No. 15-044 for the work associated with the above-referenced project. Also enclosed for billing purposes is NJ TRANSIT's Purchase Order No. L-98080.

NJ TRANSIT looks forward to working with your organization on this project and to its successful completion.

Should you have any questions regarding this matter, please do not hesitate to contact me at 973-491-8476 or e-mail at tchapman@njtransit.com.

Sincerely,



Taishida S. Chapman
Principal Contract Specialist
Procurement Department

cc: P. Kelly
D. Blazina
E. Daleo
L. Fanning
J. Galvin
L. Isaac
M. Strickland

**NJ TRANSIT AGREEMENT NO. 15-044
RARITAN RIVER BRIDGE REPLACEMENT PROJECT –
PHASE I - CONCEPTUAL AND PRELIMINARY DESIGN SERVICES
EXECUTED CONTRACT DOCUMENT WITH ALL ATTACHMENTS**

AGREEMENT NO. 15-044

BETWEEN

NEW JERSEY TRANSIT CORPORATION

AND

HARDESTY AND HANOVER LLC/GANNETT FLEMING, INC. (JOINT VENTURE)

FOR PROFESSIONAL SERVICES

This Agreement made as of July 27 2016 between the New Jersey Transit Corporation (hereinafter "NJ TRANSIT"), a public instrumentality of the State of New Jersey and the Hardesty and Hannover LLC/Gannett Fleming, Inc. Joint Venture having its principal place of business at 1501 Broadway, 3rd Floor, New York, New York 10036 (hereinafter the "Consultant").

WITNESSETH:

WHEREAS, the Board of Directors of NJ TRANSIT, at its meeting of November 12, 2015, authorized the Executive Director to enter into this Agreement ("Agreement" or "Contract") with the Consultant for design and engineering consultant services for Phase I of 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. **CONSULTANT SERVICES:** The Consultant, at the direction of NJ TRANSIT, shall provide to NJ TRANSIT services in conformance with the description of services, deliverables, standards of performance, and acceptance criteria set forth in Exhibit A (Scope of Services), annexed hereto and made a part hereof.

2. **COMPENSATION:** This Agreement is a cost plus fixed fee contract. NJ TRANSIT shall, subject to the availability of funds and audits, pay the Consultant for work identified in Exhibit A (Scope

of Services). The Consultant's total costs and fees have been identified as an amount not to exceed \$9,380,041.00 as set forth in Exhibit B (Cost Information), annexed hereto and made part hereof. The costs have been identified as \$2,416,245.00 for direct labor, \$3,818,045.00 for indirect costs, and \$2,522,322.00 for direct expenses. The fixed fee has been identified as \$623,429.00. Payment shall only be made for work which is actually performed and accepted by NJ TRANSIT. The Consultant shall render monthly invoices for direct and indirect charges incurred pursuant to this Agreement no later than two (2) weeks after the end of the month. NJ TRANSIT will make payment within thirty (30) days after approval of the Consultant's invoice. The invoices shall be detailed in accordance with procedures and formats prescribed by NJ TRANSIT.

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) 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) 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 CFR, Part 31). The Contracting Officer's determination on the allowability, allocability and reasonableness of incurred costs shall be final and conclusive. The Contracting Officer for NJ TRANSIT shall be the Chief of Procurement & Support Services or his/her designees within NJ TRANSIT's Procurement Department.

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

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

<i>Firm</i>	<i>Contract Year 1</i>
Hardesty & Hanover	157.40%
Gannett Fleming	159.17%
Haley & Aldrich	220.94%
Griffin Engineering	152.30%
Naik Consulting	127.09%
Envision	137.51%
JCMS	117.32%
Radin	155.17%
SJH	140.00%

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) days of notification. Alternatively, NJ TRANSIT may deduct the overpayment amount from payments owed to the Consultant under this or any other agreement with NJ TRANSIT. No upward adjustments shall be allowed.

Within 180 days after the end of the Consultant's and Subconsultant's fiscal year or for accounting periods of no less than three months should the contract terminate, the Consultant and

Subconsultants shall furnish NJ TRANSIT with a Statement of Indirect Labor Costs (Statement of Overhead) attesting that the statement has been prepared in conformity with accounting principles generally accepted in the United States and reflect all adjustments required by Part 31 of the Federal Acquisition Regulations. Such fiscal year or stub period statements must be certified by an independent public accountant. Failure to provide the requisite Statement of Indirect Labor Costs (Statement of Overhead) in a format acceptable to NJ TRANSIT may result in NJ TRANSIT withholding payment of fee and all or a portion of Indirect Labor Costs in an amount determined by NJ TRANSIT.

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

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

3. LIMITATION OF FUNDS:

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

B.) The Purchase Order specifies the amount presently available for payment by NJ TRANSIT and allotted to the Scope of Services and the tasks the allotted amount will cover. The parties contemplate that NJ TRANSIT will allot additional funds incrementally to the Purchase Order up to the full estimated cost as specified in Exhibit B (Cost Information) inclusive of all fees. The Consultant agrees to

perform, or have performed, work on the Agreement up to the point at which the total amount paid and payable by NJ TRANSIT under the Agreement approximates but does not exceed the total amount actually allotted by NJ TRANSIT for each of the tasks identified in the Agreement.

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

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

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

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

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

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

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

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

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

4. EFFECTIVE DATE AND TERM OF AGREEMENT: This Agreement shall become binding upon the parties hereto when executed on behalf of NJ TRANSIT by the Contracting Officer or his designee. The Consultant shall commence work upon the Scope of Services within five (5) working days upon receipt of a written Notice to Proceed to that effect which shall be issued on behalf of NJ TRANSIT by its Contracting Officer or his designee upon the execution of the Agreement by NJ TRANSIT. The Consultant shall complete the Scope of Services by May 31, 2017.

5. MODIFICATION OF AGREEMENT:

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

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

B.) Notwithstanding Paragraph A. above, the Contracting Officer may at any time, by written order, make changes within the general scope of this Agreement to the work to be performed by the Consultant. If any such change causes an increase or decrease in the estimated cost of, or the time required

for, the performance of any part of the work under this Agreement, whether or not changed by the order, the Contracting Officer may make such adjustments as are appropriate and equitable and shall modify the Agreement in writing accordingly. Any claim by the Consultant for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Consultant of the notification of change; provided however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment under this Agreement. Failure to agree to any adjustment shall be a dispute within the meaning of Article 34, DISPUTES. However, nothing in this clause shall excuse the Consultant from proceeding with the Agreement as changed.

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

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

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

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

6. STATUS REPORTS: The Consultant shall submit to NJ TRANSIT a monthly or more frequently, at the discretion of NJ TRANSIT, a written status report outlining the status of the Project to date. Each status report shall be a concise narrative description of activities to date and planned activities for the coming month or other period and include, at a minimum: the period's accomplishments by deliverable and/or task; status of deliverables; work-in-progress; next steps; listings and status of documents/data requested;

potential impacts to the scope of work, cost or schedule; items or issues identified; total weekly and cumulative hours by task, deliverable, and person; projected hours to complete each task/deliverable; and any other information NJ TRANSIT may require. A final report, one (1) original and seven (7) copies, and one copy in an electronic format acceptable to NJ TRANSIT shall be submitted by the Consultant upon completion of the project.

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

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

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

10. **ASSIGNMENT, SUBCONTRACT AND DISPOSITION APPROVAL:** The Consultant shall not sell, transfer or otherwise dispose of this Agreement or its interest therein to any other parties without the prior written consent of NJ TRANSIT. The Consultant shall not, without the prior written approval of

NJ TRANSIT, assign or subcontract any of the Scope of Services under this Agreement. Neither shall any assignee or subconsultant, without the prior written approval of NJ TRANSIT, further assign or subcontract any of the work to be performed pursuant to this Agreement.

The terms of this Agreement shall be incorporated into and made part of any assignment or subcontract pursuant to this Agreement. As a condition of obtaining NJ TRANSIT's approval of any proposed assignee or subconsultant, the Consultant shall provide NJ TRANSIT with sufficient documentation regarding the proposed subconsultant or assignee for NJ TRANSIT's review and approval and shall provide to NJ TRANSIT a copy of the agreement established between the Consultant and its subconsultant or assignee. Any assignment or subcontract of work to be performed under this Agreement, entered into without prior written approval by NJ TRANSIT, shall be void and unenforceable unless NJ TRANSIT subsequently gives written approval or consent.

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

11. INDEMNIFICATION: The Consultant shall defend, indemnify and save harmless the U.S. Department of Transportation (USDOT), the Federal Transit Administration (FTA), the State of New Jersey, NJ TRANSIT and its subsidiaries, and their officers, employees, servants and agents ("Indemnified Parties") from all suits, actions, demands or claims of any character including, but not limited to, reasonable expenditures and costs of investigations, hiring of 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 arising from the negligent performance of the work in this Agreement by said Consultant or its subconsultants including, but not limited to, any negligent act, omission, neglect, or misconduct of said Consultant or its subconsultant; or from any claims or amounts arising or recovered under the Worker's Compensation Act, or any other law, ordinance, order, or decree. So much of the money due the said Consultant under and by virtue of this Agreement as may be considered necessary by NJ TRANSIT for such purpose may be retained for the use of NJ TRANSIT; except that money due to the Consultant will not be withheld when the Consultant produces satisfactory evidence that it is adequately protected by the insurance coverages required in Article 12, INSURANCE. NJ TRANSIT shall, as soon as practicable after a claim has

been made against it, give written notice thereof to the Consultant along with full and complete particulars of the claim. If the suit is brought against NJ TRANSIT, NJ TRANSIT shall promptly forward to the Consultant every claim, demand, complaint, notice, summons, pleading or other process received by NJ TRANSIT. NJ TRANSIT shall have the right, but not the obligation, to participate, to the extent it deems appropriate, in the defense of the matter and must concur in the terms of any settlement or other voluntary disposition of the matter. In the defense of any such claims, demands, suits, actions and proceedings, the Consultant shall not raise or introduce, without the express written permission in advance of the Office of the Attorney General of the State of New Jersey, any defense involving in any way the immunity of NJ TRANSIT or the State of New Jersey, the jurisdiction of the tribunal over NJ TRANSIT or the State of New Jersey, or the provisions of any statutes respecting suits against NJ TRANSIT or the State of New Jersey.

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

12. **INSURANCE:** The Consultant agrees to carry professional liability insurance of the type necessary to protect the Consultant from professional liability arising out of the negligent acts, errors or omissions of the Consultant in connection with the performance of the Consultant's services pursuant to this Agreement. Said insurance shall be in an amount not less than \$10,000,000 for any one claim and annual aggregate with a deductible not to exceed \$500,000 for any one claim, unless approved otherwise by NJ TRANSIT. The Consultant agrees to maintain this coverage for three (3) years after completion of this Agreement including any amendments thereto. There shall be no exclusions in coverage for the insured's interest in a joint venture or Limited Liability Company or Limited Liability Partnership. The policy shall include contractual liability coverage.

The Consultant agrees to require any subconsultants who perform design engineering services pursuant to this Agreement to carry professional liability insurance of the type necessary to protect the subconsultant from professional liability arising out of the negligent acts, errors or omissions of the

subconsultant in connection with the performance of the subconsultant's services pursuant to this Agreement. Said insurance shall be in an amount not less than \$5,000,000 for any one claim and annual aggregate with a deductible not to exceed \$500,000 for any one claim, unless approved otherwise by NJ TRANSIT. The subconsultant 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. The policy shall include contractual liability coverage.

The Consultant agrees to carry, and shall require its assignees and subconsultants, if any, to carry, commercial general liability insurance using ISO Occurrence Form CG0001 10/93 or equivalent. The policy shall provide a minimum amount of \$5,000,000 each occurrence, \$5,000,000 personal and advertising injury, \$5,000,000 general aggregate and \$5,000,000 products completed operations aggregate. Coverage provided under this liability policy shall be on an occurrence basis and shall include, but not be limited to, bodily injury and property damage coverage including products liability/completed operations coverage, premises operations liability, blanket contractual liability, personal injury liability, advertising injury coverage and cross liability and severability of interests clause. Additional insured endorsement CG2026 11/85, CG 2010 11/85 or CG 2010 10/93 (but only if modified to include both ongoing and completed operations) naming NJ TRANSIT and the Indemnified Parties and coverage must apply on a primary and non-contributory basis. The policy shall allow the Consultant to waive its and its insurer's rights of subrogation. There shall be no coverage exceptions for property containing or adjacent to railroad facilities or other transportation facilities. The Consultant shall furnish completed operations insurance written to the limits stipulated herein for Commercial General Liability Insurance. Coverage shall be required and maintained in force for a minimum of three (3) years following acceptance of the overall Contract, regardless of any beneficial occupancy by NJ TRANSIT during the Contract term.

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

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

The Consultant performing on-site work agrees to carry, and shall require its assignees and subconsultants, if any, performing on-site work to carry, contractor's pollution liability insurance covering the liability arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up and disposal costs and defense that arise from the operation of Consultant or its subconsultants. Coverage under this policy shall have limits of liability with a minimum of \$2,000,000 per occurrence. Transport of any hazardous waste generated under this Agreement shall require Hazardous Waste Haulers Insurance (MCS90) in an amount of \$2,000,000 per occurrence or statutory minimum, whichever is greater. This policy shall name NJ TRANSIT and the Indemnified Parties as additional insured at no cost to NJ TRANSIT.

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding that NJ TRANSIT, as provided by this Agreement, is the owner of all documents, drawings, plans and specifications prepared by Consultant pursuant hereto, nothing in this Agreement shall be construed as limiting or depriving Consultant of its rights to use its basic know-how and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the services to be performed pursuant to this Agreement, nor shall NJ TRANSIT's ownership of documents include those documents comprising procedures and calculations proprietary to Consultant. Furthermore, Consultant may keep copies of all of such documents for its permanent files and records.

14. TERMINATION OF THE AGREEMENT FOR CONVENIENCE: NJ TRANSIT may terminate the Consultant's services in whole or in part for any reason at any time before completion. In that event, the Consultant shall be given written notice by the Contracting Officer of such termination specifying the effective date thereof. Compensation shall be paid to the Consultant pursuant to the terms of Article 2, COMPENSATION for the work actually performed prior to such date. All documents begun or completed by

the Consultant pursuant to this Agreement shall become the property of NJ TRANSIT. After receipt of such written notice, the Consultant shall not incur any new obligations without the prior written approval of the Contracting Officer and shall cancel as many outstanding obligations so related as possible. NJ TRANSIT will evaluate each obligation deemed non-cancellable by the Consultant in order to determine its eligibility for inclusion in compensable costs. No damages of any nature shall be claimed against NJ TRANSIT in the event it exercises this right of termination.

15. TERMINATION OF THE AGREEMENT FOR CAUSE: NJ TRANSIT may terminate this Agreement in whole or in part at any time if the Consultant has materially failed to comply with terms of the Agreement. In the event of such failure, NJ TRANSIT shall promptly give written notification to the Consultant of its intent to terminate and the reasons therefor. The Consultant shall have ten (10) days, or such additional time as NJ TRANSIT may grant, after receipt of notice to cure its failure. If the failure is not cured to the satisfaction of NJ TRANSIT, NJ TRANSIT may reasonably 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 14, TERMINATION FOR CONVENIENCE.

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

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

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

17. SOURCE DISCLOSURE:

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

All Consultants seeking a contract primarily for services with NJ TRANSIT must disclose the location, by country, where services under the contract, including subcontracted services, will be performed. If any of the services cannot be performed within the United States, the Consultant shall state with specificity

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

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

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

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

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

19. PATENT RIGHTS AND RIGHTS IN DATA:

A.) Rights in Data

1.) The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related

performance or design-type documents; machine forms such as punched cards; magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

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

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

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

b.) To authorize others so to do.

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

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

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

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

B.) Patent Rights

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

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

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

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

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

- a. In the hiring of persons for the performance of work under this Agreement or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this Agreement, no Consultant, nor any person acting on behalf of such Consultant or subconsultant, shall, by reason of race, religion,

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, religion, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality, or sex;
- c. There may be deducted from the amount payable to the Consultant by the contracting public agency, under this Agreement, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the Agreement; and
- d. This Agreement may be canceled or terminated by the contracting public agency and all money due or to become due hereunder may be forfeited, for any violation of this Article of the Agreement occurring after notice to the Consultant from the contracting public agency of any prior violation of this Article of the Consultant.

22. EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES: The Consultant and NJ TRANSIT agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibit discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated thereto, are made a part of this Agreement. In providing any aid, benefit, or service on behalf of NJ TRANSIT pursuant to this Agreement, the Consultant agrees that the performance shall be in strict compliance with the Act. In the event that the Consultant, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Agreement, the Consultant shall defend NJ TRANSIT and the State of New Jersey in any action or administrative proceeding commenced pursuant to this Act. The Consultant shall indemnify, protect, and save harmless NJ TRANSIT and the State, their agents, servants, and employees from and against any and all suits, claims, losses, demands, or

damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Consultant shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. If any action or administrative proceeding results in an award of damages against NJ TRANSIT or the State or if NJ TRANSIT or the State incur any expense to cure a violation of the ADA, the Consultant shall satisfy and discharge the same at its own expense.

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

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

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

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

24. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW:**

(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.

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

26. CONSULTANT'S EMPLOYEES: All personnel employed on this project and their daily rates shall be approved in writing by NJ TRANSIT prior to assignment to this project and, in addition, any

employee of the Consultant or its subconsultants declared undesirable by NJ TRANSIT shall be relieved of any work under this Agreement.

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

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

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

29. NJ TRANSIT CODE OF ETHICS FOR CONSULTANTS:

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

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

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

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

The Consultant shall not offer any NJ TRANSIT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the recipient in the discharge of his or

her official duties. In addition, employees or officers of NJ TRANSIT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events, or any other item which could be construed as having more than nominal value.

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

1.) Makes any offer or agreement to pay or to make payment of, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any NJ TRANSIT Board member, officer, or employee or to any member of the immediate family of such Board member, officer, or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such Board member, officer, or employee has an interest within the meaning of N.J.S.A. 52:13D-13g;

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

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

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

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

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

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

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

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

If to NJ TRANSIT:

NJ TRANSIT
One Penn Plaza East
Newark, New Jersey 07105-2246
Attn: Taishida Chapman, Principal Contract Specialist

With a copy to:

NJ TRANSIT
One Penn Plaza East
Newark, New Jersey 07105-2246
Attn: Don Blazina, Program Manager

If to the Consultant:

Hardesty & Hanover/Gannett Fleming (JV)
1501 Broadway, 3rd Floor
New York, New York 10036
Attn: Visha Szumanski, Project Manager

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

34. **DISPUTES:** Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties will be decided in writing by the authorized representative of the Contracting Officer. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Consultant mails or otherwise furnishes a written appeal to the Contracting Officer. In connection with any such appeal, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Contracting Officer shall be binding upon the Consultant and the Consultant shall abide by the decision. The New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., shall govern any action which may be brought by the Consultant as a result of NJ TRANSIT's decision.

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

Inquiries should be directed to:

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

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

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

38. **QUALITY ASSURANCE PLAN:** The Consultant shall perform all work in accordance with the degree of skill and care exercised by practicing design professionals performing similar services under similar 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.

39. PROJECT SUPERVISION: If engineering, design, architectural or surveying services are provided under this Agreement, the Consultant shall assign an engineer or architect authorized to practice in the State of New Jersey to supervise the Scope of Services. The design and engineering services for this project shall be performed and/or approved by a Professional Engineer or Registered Architect licensed to practice in the State of New Jersey.

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

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

Consultant shall be given reasonable opportunity to correct any deficiencies at no additional cost to NJ TRANSIT.

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

41. FALSE OR FRAUDULENT STATEMENTS AND CLAIMS:

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

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

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

43. EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS: Apart from inconsistent requirements imposed by Federal statute or regulations, the Consultant agrees that it will comply with the requirements of 49 USC § 5323(h)(2) by refraining from using any Federal Assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

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

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

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

(a) Compliance with Regulations

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

(b) Nondiscrimination

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

(c) Equal Employment Opportunity

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

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

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

(2) Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain

from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities

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

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

(e) Information and Reports

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

(f) Sanctions for Noncompliance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

50. **BUY AMERICA DESIGN REQUIREMENTS:** The Consultant shall design the project to ensure that the plans and specifications produced by the Consultant under this Agreement permit compliance with Section 165 of the Surface Transportation Assistance Act of 1982 (P.L. 97-424). All iron, steel and manufactured products specified by the Consultant shall be of domestic manufacture or origin, except as otherwise approved by NJ TRANSIT. Whenever the Consultant lists a product by make, manufacturer or model number in the specifications, the Consultant shall first ensure that the product is of domestic manufacture or origin. Should the Consultant find it necessary to specify iron, steel, or manufactured products which are not produced in the United States in sufficient and reasonably available quantities, then the Consultant shall submit a written justification to the Contracting Officer describing in detail the product, its estimated cost, the rationale for its use in the project and the basis for the Consultant's belief that the product is of limited domestic availability. NJ TRANSIT, in its sole discretion, will determine whether to seek a waiver of the Buy America requirements from the U.S. Secretary of Transportation. Should NJ TRANSIT determine that there is insufficient basis for seeking a waiver or if a waiver request is denied by USDOT, the Consultant shall redesign the project to conform with Buy America requirements at no additional cost to NJ TRANSIT.

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

certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

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

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

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


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

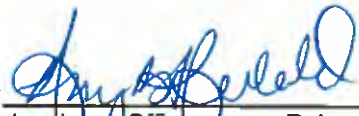
55. ATTACHMENTS/EXHIBITS: All Appendices, Attachments and Exhibits, as listed below, are incorporated into this Contract:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the 27th day of July 2016 to be effective as of the day and year first above written.

WITNESS:


NEW JERSEY TRANSIT CORPORATION

By: 
Title Senior Director, Contracts Unit
Designee

By: 
Contracting Officer or Duly Authorized
DEPUTY EXECUTIVE DIRECTOR

WITNESS:

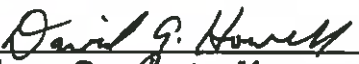
HARDESTY & HANOVER LLC (JV)

By: 
Title Dir. of Rail & Transit

By: 
Title CEO

WITNESS:

GANNETT FLEMING, INC. (JV)

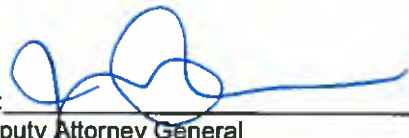
By: 
Title Sr. Proj. Mgr.

By: 
Title VP

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

CHRISTOPHER S. PORRINO

ACTING ATTORNEY GENERAL OF NEW JERSEY

By: 
Deputy Attorney General
Jessica E. Goldstein

**NJ TRANSIT CONTRACT NO. 15-044
RARITAN RIVER BRIDGE REPLACEMENT
PHASE I - CONCEPTUAL AND PRELIMINARY DESIGN**

EXHIBIT A – SCOPE OF SERVICES

SCOPE OF SERVICES - DETAILED DESCRIPTION OF TASKS

A. PROJECT REQUIREMENTS

Task 1.0 - Project Management:

The objective of this task is to keep NJ TRANSIT informed in a timely fashion with regard to both technical progress and financial status of the project. Project management should be of a proactive form that anticipates problems and delays as best as possible and addresses them before they reach crisis level. Another objective is to maintain a continuous and timely dialogue and flow of information between the consultant and NJ TRANSIT. Coordination and other related jurisdictional agency reviews is required subject to NJ TRANSIT direction.

The Consultant shall provide an experienced, integrated team with the specific combination of technical and management expertise across all required disciplines necessary to meet all Contract requirements.

The Consultant shall keep NJ TRANSIT informed in a timely fashion with regard to both technical progress and financial status of the project. To these ends, the project management team shall implement and maintain a three-step approach to project management and control:

Subtask 1.01 Project Management Plan

A project management plan shall be prepared and implemented by the Consultant and NJ TRANSIT at the outset of the project. The plan shall clearly define the roles and responsibilities of all parties involved. Formal lines of communication shall be outlined, budgets shall be established, schedules agreed upon, quality control procedures identified and invoicing procedures established.

The Consultant shall prepare a comprehensive Project Management Plan (PMP) for the Raritan River Draw Replacement Project, fully addressing the means, methodologies, procedures and resources to be applied by both NJ TRANSIT and the Consultant in achieving the Project Management objectives stated above. The PMP shall work in conjunction with the Quality Management Plan as described later in this RFP.

The PMP shall be prepared in general accordance with the established guidelines of the FTA, and shall be of sufficient detail to monitor the Project's planning, engineering, and third party coordination throughout the duration of the Contract. NJ TRANSIT has developed document formats and requirements for Programmatic submittals in conformance with reporting to be utilized in NJTRANSIT's Superstorm Sandy Recovery and Resilience Program. In order to maintain consistency, such requirements related to the PMP submission will be available to the Contractor subsequent to Contract award.

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

Roles and Responsibilities

Project Controls Management – schedule and budget

Communications Protocol

Design Management – internal reviews and checking procedures

Configuration Management

Interface and Integration Management

Third Party Coordination / Third Party Agreements management

Records Management

Deliverables:

1. Draft PMP – Four (4) weeks from NTP
2. Final PMP – Eight (8) weeks from NTP after receiving comments from NJ TRANSIT and the FTA.
3. Updates to the PMP, shall be made annually or as directed by NJ TRANSIT.

Subtask 1.02 Project Control

The Consultant, after discussion with NJ TRANSIT, shall establish a formal Critical Path Method (CPM) project schedule (min. Primavera 6.0) for the accomplishment of all tasks in this RFP. CPM updates shall be provided to NJ TRANSIT on a monthly basis or upon request. In addition, the Consultant shall establish a system of monthly progress and cost control reports attached to monthly invoices (see Attachment C for Sample Monthly Report). All sub-Consultants employed shall be required to render invoices for the same general time periods that are utilized by the prime Consultant. FAILURE TO SUBMIT THE INVOICES IN THE PRESCRIBED MANNER WILL RESULT IN SUCH INVOICES HELD UNTIL THE FOLLOWING INVOICE PERIOD. Exceptions identified following NJ TRANSIT invoice review must be resolved to NJ TRANSIT's satisfaction within two working days. Absent such resolution, disputed invoice amounts will be deducted from that invoice. The report form as well as invoice(s) shall include a written description of current technical, budget and schedule status as well as a comparison of this information to the preceding month, project-to-date and projected future work efforts as applicable. Milestones, decisions made, issues and action items shall be highlighted. Any unanticipated delays or gains or cost adjustments driven by unforeseen circumstances should be discussed in terms of completing the overall project on time and within budget. The Consultant shall provide a summary of all invoice costs in a format depicting values as described in Attachment C.

Subtask 1.03 Project Schedule

The Consultant shall develop and maintain a detailed project schedule, representing a practical plan to complete the Contract scope of work, and to meet the overall schedule.

The purpose of the schedule is to provide an effective management tool by which the Consultant and NJ TRANSIT can measure progress of the work, identify areas of schedule risk, and mitigate against any potential delays on a timely basis. The actual number of activities in the schedule shall, in the judgment of NJ TRANSIT, be sufficient to assure adequate planning of the Project and to permit monitoring and evaluation of progress and the analysis of time impacts.

The Project Schedule shall be detailed and correlate with the work plan described in the PMP and organized based on the tasks and major elements of the Project.

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

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

Timescale shall be shown in calendar days.

Initial Scheduling Meetings and Schedule Update Meetings shall be held to review, agree and approve all schedule deliverables.

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

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

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

comments. If the Consultant does not agree with NJ TRANSIT's comments, the Consultant shall provide written notice of disagreement within five (5) days from the receipt of the comments. The items in disagreement shall be resolved in a meeting held for that purpose, if necessary.

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

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

The Consultant shall accurately develop the schedule logic and activity interdependencies, such that the schedule can fully convey an understanding of the Critical Path.

The Progress Schedule shall include all information current as of the status date. The Progress Schedule submittal to NJ TRANSIT shall be accompanied by a Schedule Status Report. This narrative report shall describe activities completed and progressed during the report period, activities planned for the forthcoming report period, potential issues, delay chain analysis as required, and actions required to correct any negative float (actual or predicted). The report shall include an explanation of potential delays and problems, their estimated impact on performance, and their estimated impact on the Contract completion date. In addition, alternatives for possible schedule recovery, complete with a narrative rationale, to mitigate any potential delay shall be included for consideration by NJ

TRANSIT.

Every Progress Schedule shall be submitted for approval at least five (5) days prior to the NJ TRANSIT designated Progress Schedule Meeting. The Progress Meeting shall include discussion confirming percentage complete, actual start/finish, earned values and remaining duration. Upon approval of the Progress Schedule, it shall be included in the Monthly Report. The status date of the Progress Schedule will be the last day of each month.

Timely progress reporting and review by the Consultant's management team will be critical in avoiding schedule creep or delays which will be detrimental to the schedule given the objectives of the project. Progress Reports shall include;

- Consultant's Transmittal Letter;
- Description of Problem Areas;
- Current and Anticipated Delays; and the following information;
- Cause of the delay;
- Corrective action and schedule adjustments to correct the delay; and
- Impact of the delay on other activities, milestones, and completion dates.
- Pending Items and Status Thereof, regarding the following requirements:
 - Permits – based on the input from the NEPA Consultants;
 - Change Order;
 - Time extensions; and
 - Interim Milestone Dates and Contract Completion Dates Status
- Discussion of critical path for month and any changes to critical path since the last report;
- Progress during period and plans for Project in forthcoming period.

Planned schedule percentage complete versus actual percentage achieved and earned value versus planned usage for each resource for shall be computed in tabular format from the resource and price loading developed for this RFP and Contract execution.

An overall cumulative progress curve shall be plotted with the horizontal axis in calendar months.

A schedule found to be unsatisfactory, or otherwise not in compliance with Contract documents shall be revised by the Consultant and resubmitted. Re-submittals shall conform to the same requirements as original submittals.

Use of float suppression techniques such as preferential sequencing, special lead/lag logic restraints, negative lags, long lags, extended activity times, or imposed or constrained dates, shall be cause for rejection of the detailed Critical Path Method (CPM) Schedule and any revisions or updates.

The Consultant shall schedule submittals for review by NJ TRANSIT in a manner

that distributes reviews across time to avoid concentration of reviews in any discipline.

Whenever it becomes apparent in the course of the current Progress Schedule Meeting or from the Progress Schedule itself that interim milestones, constraints, or submittal dates will not be met, the Consultant shall identify remedial actions through a Recovery Plan & Schedule, to be included as supplement/attachment to the Schedule Status Report. The Recovery Schedule shall be a separate discrete "break-out" schedule, which shall include activities as required to achieve the final milestones that will coincide with the approved Baseline Schedule. Prior to executing remedial actions, the Consultant shall immediately notify NJ TRANSIT, and obtain approval before proceeding with same.

If original Baseline Schedule dates cannot be maintained, then the Consultant shall obtain approval from NJ TRANSIT prior to incorporating any revised dates into the next Progress Schedule submittal.

The last updated schedule submitted shall be identified as the "Final Progress Schedule." This schedule shall reflect the exact manner in which the Contract was actually completed (including start and completion dates, activities, actual duration's, sequences, and logic), and shall be signed and certified by the Consultant's Project Manager and the Consultant's scheduler as being a true reflection of the way in which the Contract was actually completed.

Deliverables:

1. Work Breakdown Structure Codes
2. Baseline Schedule – draft and final
3. Monthly Progress Schedule and Schedule Status Report
4. Recovery Plan and Schedule, as required
5. As-Built Schedule

In addition to routine reporting, the Consultant shall create and maintain an intra-project, password protected web-site through which NJ TRANSIT and the Consultant can communicate and share data, drawings and reports rapidly and efficiently. This will help the Consultant operate proactively to both inform NJ TRANSIT of emerging issues and facilitate rapid resolution to maintain schedule and budget. This system will also be utilized as the project's file cabinet and for archiving all project documents and correspondence. The said system shall be compatible with the document control records management system outlined below. Upon completion of the project or at such time as directed by NJ TRANSIT, the Consultant shall provide all data contained therein to NJ TRANSIT using computer hardware storage approved by NJ TRANSIT for incorporation into the NJ TRANSIT computer network system.

Subtask 1.04 - Records Management Control System

The Consultant shall develop and maintain a system to identify and manage correspondence, business documents, current revision of instructions, procedures, drawings, specifications, reports and analyses, etc. The document database developed on this project shall be kept current throughout the term of the Contract, and provided to NJ TRANSIT in a condition suitable for use by others without need for additional licenses for another five (5) years from Project Completion and be in compliance with the Consultant's Configuration Management Plan. NJ TRANSIT's objective is to establish a "paperless" project to the extent as practicable.

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

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

The system must manage manual and electronic documents including:

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

The system must provide the following features:

- Central clearinghouse for all project documents
- Categorization of inbound traffic
- Marking of each document with (at a minimum):
 - Originating date
 - Received date
 - From organization
 - To organization
 - Subject
 - Unique sequence number

- Scanning and indexing
- Posting of scanned documents for retrieval
- Email notification to document recipients
- Maintenance of the document database
- On-site printing capability for all document sizes and formats
- Filing of original hardcopy
- Transmitting of original hardcopy to offsite records warehouse (If needed for compliance with New Jersey Department of Archives & Records Management (NJDARM) requirements)

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

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

NJ TRANSIT is using an in house Electronic Content Management System (ECMS), using Open Text Live Link as the platform. **The Consultant shall provide personnel at a designated NJ TRANSIT Office to assist NJ TRANSIT in data entry as well as down loading and up loading of documents into the NJ TRANSIT ECMS.** The schedule for data uploads to the NJ TRANSIT ECMS will be determined subsequent to Contract award. However, such uploads will occur at a minimum on a monthly basis. It is anticipated that the Consultant shall employ an ftp site or similar portal to transfer documents between NJ TRANSIT's ECMS and the Consultant's document system. The personnel should be cognizant of NJDARM regulations concerning document scanning and management procedures.

Deliverable:

1. Records Document Management System
2. Identification of appropriate support staff subject to NJ TRANSIT approval.

Subtask 1.05 - Monthly Progress Reporting

The Consultant shall carefully monitor the progress of the Project during design and provide NJ TRANSIT with Monthly Progress Reports. The approved schedules shall be used by the Consultant to ensure adequate planning, scheduling, management, and execution of the Project and to enable NJ TRANSIT to evaluate Project progress and requests for payments by the Consultant.

NJ TRANSIT has developed document formats and requirements for Programmatic submittals in conformance with reporting to be utilized in NJTRANSIT's Superstorm Sandy Recovery and Resilience Program. In order to maintain consistency, such requirements related to the Project Monthly Progress Report submission will be available to the Consultant subsequent to Contract award.

The Consultant shall submit one (1) hard copy and one (1) electronic copy of the Monthly Progress Report to NJ TRANSIT by the 7th day of each month that shall cover a reporting period for the preceding month. The Monthly Progress Report shall be submitted by the Consultant's principal and shall include as a minimum the following:

- A written review of progress of the progress achieved for that month with specific reference to the activities detailed on the Baseline Schedule and detailed progress on each stage of the design during the reporting period.
- Details of any delays shall be specifically highlighted together with details of the Consultant's actions/proposals for corrective action and schedule recovery.
- Areas of concern and proposed resolution.
- Per task, planned schedule percentage complete versus actual percentage achieved and earned value versus planned usage for each resource shall be computed in tabular format from the resource and price loading. An overall cumulative progress curve shall be plotted with the horizontal axis in calendar months.
- Comparative progress curves and histograms showing actual versus planned performance in respect to major activities as may be required by NJ TRANSIT.
- A monthly update of the overall progress curve (or S curve) versus baseline progress curve.
- Updates of the Consultant's labor curve/table showing actual and planned labor, including subconsultant labor.
- Status of DBE participation.
- An up-to-date copy of the Delivery Submittal Schedule to NJ TRANSIT.
- Other content as directed by NJ TRANSIT.

A certificate signed by the Quality Manager certifying for the previous month that:

- All work, including that of sub-consultants at all tiers, has been checked and/or inspected by the Consultant's quality staff and that all work, except as specifically noted in the certification, conforms to the requirements of the Contract.
- The QMP and all measures and procedures and procedures provided therein are functioning properly and are being followed, except as specifically noted in the certification.

Deliverables:

1. Monthly Progress Report
2. Monthly Quality Certificate

Subtask 1.06 - Quality Control

A Quality Management Plan will cover not only the Consultant but also all sub-consultants; the procedures will be uniformly applied to all phases of the project. The Quality Control plan requires the completion, checking, and correcting of work products before releasing them, to ensure accuracy, completeness, and ability to be understood by target audience.

NJ TRANSIT has developed document formats and requirements for Programmatic submittals in conformance with reporting to be utilized in NJTRANSIT's Superstorm Sandy Recovery and Resilience Program. In order to maintain consistency, such requirements related to the Project Quality Control Plan and Reports submissions will be available to the Consultant subsequent to Contract award.

Subtask 1.07 - Quality Management Plan (QMP)

The Consultant shall develop a comprehensive Quality Management Plan (QMP) for the Project. The Consultant shall be responsible for conducting an ongoing quality program during the entire period of performance of the Contract based upon the QMP approved by NJ TRANSIT. An effective quality program is fundamental to all work performed by the Consultant.

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

- Adverse schedule and cost impacts.
- A poor quality design.
- Poor quality products.
- Personal and public safety problems

The QMP shall document how the Consultant will execute the project to assure

that:

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

During the term of the Contract, the Consultant shall exercise positive control over the entire Project including the work of its subcontractors and subconsultants as described in the approved QMP.

Subtask 1.08 - Quality Management Plan Requirements

The QMP shall be prepared in general accordance with the established guidelines of the FTA, which essentially follow article 4.0 of the ISO 9001:2000 and ISO 10013 guides, and are further discussed below. The QMP shall be an executable system of processes defined and established for the Project. As a minimum, the QMP shall include a Quality Policy and Procedures, and reference other plans as may be specified herein and elsewhere in the Contract.

NJ TRANSIT has developed document formats and requirements for Programmatic submittals in conformance with reporting to be utilized in NJTRANSIT's Superstorm Sandy Recovery and Resilience Program. In order to maintain consistency, such requirements related to the Project Quality Control Plan submission will be available to the Consultant subsequent to Contract award.

The QMP shall be approved by the Principal-In-Charge in the Consultant's organization having primary responsibility for the Contract. The Consultant shall submit a draft within four (4) weeks of NTP, and a final within eight (8) weeks of NTP, incorporating comments from NJ TRANSIT and other stakeholders as applicable. The QMP shall be revised, updated, and approved as necessary throughout the term of the Contract to reflect the management system being currently used as the means for executing the Contract.

The execution of the QMP shall be subject to NJ TRANSIT audit throughout the term of the Contract.

Deliverable:

1. The Consultant shall submit a draft QMP within four (4) weeks of NTP, and a final within eight (8) weeks of NTP, incorporating comments from NJ TRANSIT and other stakeholders as applicable.

Subtask 1.08.01 - ISO 9001 Requirements

Certification of the Consultant under ISO 9001:2000 is not required for this

Contract; however, the quality principles established by ISO 9001:2000, as set forth herein, form the basis for the quality system and Quality Management Plan required to be established by the Consultant.

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

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

Subtask 1.08.02 - Quality Manager and Other Resources

The Consultant shall appoint an experienced, qualified Quality Manager trained in accordance with established quality management standards, requirements and regulations. The selection of this individual is subject to NJ TRANSIT approval. The Quality Manager shall perform as the Management Representative and shall:

- Be responsible for implementing the QMP and shall have the authority to stop the Project. There shall be a clearly articulated Quality Policy approved by the Executive(s) of the Consultant and it shall be widely publicized and known throughout the project team.
- Report directly to the Consultant's Project Manager or more senior employee.
- Have direct access to a senior executive at the Consultant's firm.
- Be responsible for ensuring that the Quality System is effective in ensuring that all Contract requirements are satisfied.
- Have direct access to and by NJ TRANSIT's Quality Director.

An Internal Quality Management Review shall occur at least bimonthly. A report regarding the results of the review shall be forwarded to NJ TRANSIT. Organizational and technical interfaces shall be defined in a manner that assures inter-discipline coordination and communication among and between designers and major subcontractors and subconsultants and NJ TRANSIT.

Subtask 1.09 - Design Control

The Consultant shall develop a Design Control Plan (DCP), establishing design control procedures that shall be integrated and consistent with the requirements described throughout this RFP. The Plan shall visibly track and report the status of design products to be submitted by the Consultant for NJ TRANSIT review. The Consultant shall revise, update, and submit for approval the Plan as required. The Plan shall:

- Define procedures for completing internal verification prior to the submission of documents to NJ TRANSIT for its review. Design Verification Activities shall include checking and back-checking calculations, drawings, and other design elements without reliance on review and comments from NJ TRANSIT and shall be conducted before providing each design submittal to NJ TRANSIT.
- Define how design inputs and changes shall be managed by the Consultant in a manner that assures Contract and Consultant requirements are correctly translated into the drawings and specifications.
- Include a Design Review Schedule which shall be revised as needed as the design progresses.
- Be consistent with and follow from the Quality Management Plan and shall specifically track all design and design verification activities included in the approved Quality Management Plan.
- Be in a format that allows the Consultant and NJ TRANSIT to reasonably understand the means by which each design element of the project is being completed. It shall provide planned versus actual schedule performance and be accurate and useful as a means for NJ TRANSIT to determine how the design is proceeding throughout the design phase of the Project.
- Include subcontracted design elements, if appropriate.

The Consultant is reminded that it shall be liable to NJ TRANSIT for any costs incurred during the Construction Phase to correct, modify or redesign any drawings completed by the Consultant that are later 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.

Subtask 1.10 - Control of Quality Records

The Consultant shall establish and implement procedures to identify, collect, index, file, store and retrieve all quality records required by the Contract and generated pursuant to the Quality Management Plan and shall include the records of sub-consultants and subcontractors, as appropriate. These procedures shall include an electronic database to track and maintain control over all quality records generated by the Contract, which shall be part of the Records Management System and subject to data transfer to the NJ TRANSIT ECMS system referenced above.

Quality records shall be stored and maintained in such a way that they are readily retrievable and provided with a suitable environment that will minimize deterioration or damage, and prevent unauthorized alteration or loss.

Quality control records shall be legible, reproducible, and identifiable with the Item involved, and contain the date of origination and identity of the originator, verifier, and/or responsible supervisor.

The Consultant shall retain all quality records for a period of seven (7) years from the date of completion of the Project unless otherwise specified in the Contract. All quality records shall be made available to NJ TRANSIT throughout the retention period.

Subtask 1.11 - Internal Quality Audits

The Consultant shall establish a procedure for conducting internal quality audits throughout the period of performance of the Contract as follows:

- Perform internal audits at least quarterly.
- Identify in the audit any deficiencies found in the quality system, the causes of deficiencies and the status of corrective action or preventive action, when appropriate.
- Provide the audit results to NJ TRANSIT within five (5) days of the completion of the audit, including required corrective actions.
- Provide a final report to NJ TRANSIT confirming the completion of required corrective actions within thirty (30) days of the audit.

NJ TRANSIT has developed document formats and requirements for Programmatic submittals in conformance with reporting to be utilized in NJTRANSIT's Superstorm Sandy Recovery and Resilience Program. In order to maintain consistency, such requirements related to the Project Quality Audit Reports submissions will be available to the Consultant subsequent to Contract award.

Deliverables:

1. Quality Management Plan
2. Design Control Plan
3. Internal Quality Management Review reports
4. Audit Reports
5. Report of Completion of Corrective Actions

Subtask 1.12 - Configuration Management

The Consultant shall be responsible for configuration management and document change control for its design for the duration of the Project. The Consultant shall prepare and submit to NJ TRANSIT for its approval, a Configuration Management Plan (CMP), which can be a part of the Project Management Plan (PMP), which is in accordance with the requirements of ISO 10000. The CMP shall utilize a proven, auditable electronic based configuration

management system to its design of the Project. Configuration management of drawings, specifications, documents, reports and analyses is the responsibility of the Consultant. The Consultant shall maintain document change control, including engineering plans, drawings and specifications and shall update all project documents as the design progresses. Configuration management shall provide an accurate historical record that can trace decisions made throughout the life of the Project.

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

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

Deliverables:

1. Configuration Management Plan – draft and final
2. Contract Document Log

Subtask 1.13 - Project Meetings

This provision specifies the requirements for project meetings to be held during the term of the Contract. The Consultant shall attend and participate in the meetings set forth herein with NJ TRANSIT, its representatives, government officials or other parties interested in the Project as may be determined by NJ TRANSIT.

The Consultant shall prepare a record of the meetings stating: the date and place, meeting purpose, names and titles of those present, a brief description of the matters discussed, agreements reached/decisions made, action items and the party responsible for taking the identified action. Meeting minutes shall be prepared and provided within seven (7) calendar days from the meeting date to NJ TRANSIT for review and comments. Final meeting minutes shall be issued to all appropriate parties within fourteen (14) calendar days of the meeting date.

NJ TRANSIT will schedule a kickoff meeting with the Consultant within ten (10) days of issuance of the Notice to Proceed for the Contract. The purpose of meeting will be to review the parties' responsibilities, major project milestones, procedures and submittals and personnel assignments. This meeting will be

chaired by NJ TRANSIT and be attended by representatives of NJ TRANSIT, all key personnel identified by the Consultant and all major sub-consultants proposed by the Consultant. Agenda items shall include:

- Consultant's personnel roster
- Confirmation of all sub-consultants
- Consultant's project schedule, WBS, critical paths and major milestones
- Project Management Plan
- Design Control Plan
- Interface and Integration Management Plan
- Configuration Management Plan
- Quality Management Plan, including quality documents & records to be generated
- Procedures for processing design decisions and approvals
- Procedure for processing applications for payment
- Mobilization Issues

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

Agenda items shall include matters of significance that could affect progress such as:

- Review of the previous meetings minutes and resolution of open items.
- Consultant's project schedule.
- Requests for information and/or approvals.
- Changes
- Invoices and Payment Procedures

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

Deliverables:

1. Kickoff Meeting Minutes
2. Progress Meeting Minutes

Subtask 1.14 - Payment Procedures

This provision specifies the procedures for the Consultant's submission of Applications for Payments under this Contract and NJ TRANSIT's processing of those applications.

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

The Consultant shall notify NJ TRANSIT in writing that it has achieved verifiable progress and requests reimbursement in connection with said progress. NJ TRANSIT shall ascertain whether the claimed progress has been achieved or not during the status review meetings and by review of valid Progress Reports as prescribed above.

Applications for payment shall at a minimum contain:

- The Consultant's name and address.
- The remittance address or bank to which payment is to be made.
- The Contract name or title and Contract number.
- An actual invoice for the amount identified above plus any other amounts due the Consultant.
- The Consultant's certification that the amount requested is due and payable under the Contract and has not been previously invoiced or paid
- Certified Payrolls (timesheets not required).
- Supporting documentation for all expenses incurred.
- DBE participation levels.

NJ TRANSIT will promptly review the Consultant's Application for Payment upon receipt for accuracy and conformance with the above and will prepare and issue a Payment certificate, with a copy provided to the Consultant, showing the amount payable by NJ TRANSIT to the Consultant.

NJ TRANSIT may, by any payment, make any correction or modification that should properly be made to any amount previously considered due and paid by NJ TRANSIT.

A payment issued by NJ TRANSIT shall not be construed as waiving any rights of NJ TRANSIT under the Contract or to be an acceptance of the Project or any portion thereof nor shall it relieve the Consultant from any requirement or responsibility under the Contract or from replacing or revising unsatisfactory work for which it is responsible.

Deliverables:

1. Applications of Payment
2. Final Invoice

TASK 2 – Risk Management

The Consultant shall conduct a risk assessment and management process that shall as a minimum contain the following elements:

- **Preliminary Risk Identification** – The Consultant shall develop a preliminary list of all risks (threats or opportunities) that currently exist. The risks shall be entered into the Risk Register. The preliminary Risk Register shall be submitted to NJ TRANSIT for review.
- **Preliminary Workshop** – The Consultant and NJ TRANSIT shall meet and review the preliminary Risk Register. The Risk Register shall be refined to add or remove risks. Preliminary discussions shall include who should own the risk and possible mitigation strategies.
- **Draft Risk Register** – The draft Risk Register developed at the preliminary workshop with NJ TRANSIT shall be sent for review two (2) weeks before the Risk Workshop.
- **Risk Workshop** – A risk workshop shall be scheduled and include a facilitator supplied by the Consultants. Smaller working groups of four (4) to six (6) participants shall be established. Each working groups shall be assigned specific risks to review, evaluate, assign ownership, perform a qualitative analysis and develop mitigation strategies. Each working group shall present their risks and findings to the entire team.
- **Risk Register** – Following the meeting a composite Risk Register shall be developed that lists the risks in priority order, includes ownership and mitigation strategies.
- **Risk Management Plan** – The Consultant shall work with NJ TRANSIT to develop schedule and cost implications associated with each risk. The Risk Register shall be circulated for review and comments each month and updated monthly to address comments. Risk is a dynamic aspect of every project and quarterly meetings shall be held with NJ TRANSIT to update the Risk Register.

NJ TRANSIT has developed document formats and requirements for Programmatic submittals in conformance with reporting to be utilized in NJTRANSIT's Superstorm Sandy Recovery and Resilience Program. In order to maintain consistency, such requirements related to the Risk Assessment Reports and related submissions will be available to the Consultant subsequent to Contract award.

Deliverable:

1. Risk Management Plan, associated meetings and workshop findings reports, updates of the Risk Register following Project Progress Meetings

TASK 3 - System Security and Emergency Management

Subtask 3.1 System Safety Management Plan (SSMP)

The Consultant shall prepare a SSMP to document the approach taken to perform safety and security activities which contains 11 sections:

- Section 1: Management Commitment and Philosophy
- Section 2: Integration of Safety and Security into Project Development Process
- Section 3: Assignment of Safety and Security Responsibilities
- Section 4: Safety and Security Analysis
- Section 5: Development of Safety and Security Design Criteria
- Section 6: Process for Ensuring Qualified Operations and Maintenance Personnel
- Section 7: Safety and Security Verification Process (Including Final Safety and Security Certification)
- Section 8: Construction Safety and Security
- Section 9: Requirements for 49 CFR part 659, Rail Fixed Guideway Systems; State Safety Oversight
- Section 10: FRA Coordination
- Section 11: DHS Coordination

Deliverables:

1. SSMP – draft and final

B. TECHNICAL REQUIREMENTS BY PHASE & TASK

PHASE IA: CONCEPTUAL AND PRELIMINARY DESIGN

- A. The primary work elements will be broken up into two (2) sub-phases which are Phase IA conceptual (10% level) design of technically feasible schemes for bridge replacement which will be included in the NEPA Document, and Phase IB preliminary design (30% level) of a preferred alternative determined by the NEPA process.
- B. Upon acceptance of the Conceptual Design by NJ TRANSIT the Consultant **shall not** advance any preliminary design work until the NEPA process is completed. The design schedule in Attachment A has the estimated timeframe of the NEPA process. Once the NEPA process is complete NJ

TRANSIT will issue an additional notice to proceed for the Phase IB, Phase II and Phase III tasks of this project.

Task 4.1 – Data Collection and Establish Design Criteria:

1. The Consultant shall research local, state and federal sources for information relevant to the project. All pertinent documents/information shall be catalogued.
2. All possible sources of data (libraries, departments, agencies, etc.) should be identified, contacted and searched for relevant information.
3. The Consultant shall seek out relevant information from NJ TRANSIT. NJ TRANSIT will provide some assistance in coordinating with other agencies, but the Consultant shall have the lead role. NJ TRANSIT staff from Planning/Structures/Track will be made available on a limited basis to meet with the Consultant.
4. NJ TRANSIT will provide the Consultant with relevant Engineering/Planning information it possesses. This documentation is from NJ TRANSIT's archives and is not necessarily subject to update and revision, so its accuracy cannot be guaranteed. NJ TRANSIT does not guarantee that any additional information is available from NJ TRANSIT. Although reasonable efforts to locate specific relevant information within NJ TRANSIT's archive(s) and file(s) will be made at the Consultant's request, the Consultant is fully responsible for completing the scope of work described in this solicitation without the benefit of additional documentation provided by NJ TRANSIT.
5. The Consultant shall have the lead in this Task and shall consider future plans in the work area as well as existing conditions and coordination with other projects planned by NJ TRANSIT that may affect Raritan River Drawbridge Project.
6. Design Criteria: Early in the conceptual design process, the Consultant shall coordinate with NJ TRANSIT engineering departments to establish project design criteria
 - a. In general, conceptual design shall conform to AREMA Manual of Railway Engineering and NJ TRANSIT Standards. NJ TRANSIT standards will take precedence.
 - b. Of critical importance is determining track speeds of various alignments.

- c. Consult NJ TRANSIT Rail Planning and Operations departments for rail operating criteria and capacity requirements.
- d. NJ TRANSIT Rail Infrastructure Engineering staff will be made available on a limited basis to meet with the Consultant to provide guidance.
 - (i) Consult NJ TRANSIT Rail Structures department for structures criteria.
 - (i) Consult NJ TRANSIT Rail Track department for geometry standards.
 - (lii) Consult NJ TRANSIT Rail ET department for power and facility requirements.
 - (iv) Consult NJ TRANSIT Rail C&S department for signals and communication needs
- e. Establish project structure through-clearances and track separations based on AREMA standards and NJ TRANSIT standards requirements.
- f. Determine bridge under clearance requirements at the navigation channel. The navigation channel clearances criteria will need to be recommended based on the findings from the Navigation Study to be performed as part of this RFP.
- g. The design life of bridges and retaining walls shall be 100 years with assumed intermediate maintenance.

Deliverables:

- 1. Conceptual Design Criteria – Design Memorandum 45 days after NTP (navigation study results are a later separate task)

Task 4.2 - Survey and Base Mapping:

- 1. The Consultant shall develop detailed mapping for all areas of the Raritan River Drawbridge Project, including the alignment right-of-way and as required for construction staging. The Consultant shall supplement aerial with ground surveys as necessary. The Consultant shall prepare base maps required to produce accurate designs, to support proposed easements and property acquisitions, to prepare PE drawings and engineering reports, as well as being sufficient for final design.

2. The initial area of survey shall encompass an area where feasible alignments may be reasonably anticipated.
 - a. Along the length of the railroad, include from Milepost E5.2 Wood Interlocking to Milepost 1.4 (South Amboy Station).
 - b. Include all NJ TRANSIT right-of-way within the project milepost limits.
 - c. Include areas adjacent to NJ TRANSIT right-of-way that are within 200 feet north and south of the centerline between tracks at the bridge and at the near approaches to the bridge. The width of detailed survey data required may be gradually reduced to within 50 feet of centerline between tracks at the end limits of the project. The area of interest may be expanded to account for construction and/or temporary impacts.
3. Employ photogrammetric methods supplemented by field survey as needed
4. The level of detail shall be sufficient to complete the conceptual and preliminary design. Provide base mapping at appropriate scale(s) for conceptual and preliminary design documents. Typical data to be shown on the mapping shall include both the natural and built environments such as utility works, outlines of buildings, street and sidewalk elevations, curbs and curb cuts, driveways, trees and vegetation (including size of significant trees), etc.
5. Survey drainage and storm sewers: sizes, manhole rims and invert elevations.
6. Railroad facilities
 - a. The Consultant shall research, collect and review all existing documents relevant to railroad infrastructure, including track; catenary; aerial and underground signals, communications, and any other railroad utilities or appurtenances. The Contractor shall coordinate with NJ TRANSIT for assistance in identifying locations of underground railroad utilities.
 - b. The Consultant shall limit fieldwork to the areas necessary for mapping facilities and shall not interfere with the operation of the Railroad without first obtaining specific approval from NJ TRANSIT. The Consultant shall coordinate with NJ TRANSIT Project Manager to obtain flag protection from NJ TRANSIT on railroad right-of-way.
 - c. Survey top of rails within the project limits
7. Survey shall be performed by a licensed land surveyor in the state of New Jersey
8. The Consultant shall provide survey, GIS Mapping, and base map information to the NEPA Consultant as required.
9. The survey work shall also support geotechnical, utility, right-of-way and

environmental investigations, as well as what may be required for other Tasks.

Deliverables:

1. Base Mapping with data at appropriate scale(s) - due 120 days after NTP or as directed by the Project Manager.

Task 4.3 - Right-of-Way Research:

1. In the Conceptual Design stage, the Consultant shall support NJ TRANSIT in identifying the various properties potentially requiring acquisition of rights or easements. Block, lot and current owners' names shall be provided. Jurisdictional responsibilities shall be indicated for public roads, parks and other facilities.
2. The level of detail shall be sufficient to complete the conceptual design, including feasibility studies. The Consultant shall work towards quantifying the limits of impacted properties based on the proposed infrastructure and staging areas, and determine whether properties must be acquired in whole, in part or if easements can be used.
3. At the conceptual design stage, potential property environmental issues based on screening using public documents shall be noted for the NEPA process. See Initial Environmental Screening task below.

Deliverables:

1. Property Files and ROW maps, containing required information – due 150 days after NTP or as directed by the Project Manager.
2. Right-of-Way potential impacts– include with Conceptual Design Package

Task 4.4 - Utility Investigations:

1. Using the available existing data as a starting point, the Consultant shall identify all existing and proposed utilities within and immediately adjacent to the site. The Consultant shall locate all types and sizes of utilities, including mains, high pressure lines, aerial transmission lines, fiber optic banks, etc. The Consultant shall prepare mark-ups and contact local utilities to request a verification of mark-ups of existing utility facilities.
2. The level of detail shall be sufficient to complete the conceptual design, including feasibility studies. The Consultant shall work towards quantifying the limits of impacted utilities based on the proposed infrastructure and staging areas, The Consultant shall identify the locations of possible utility impacts or conflicts resulting from the conceptual design feasible alignments and

estimate the required mitigation costs at a conceptual, feasibility study level (such as for relocation or temporary support).

Deliverables:

1. List of area utilities with contact information – due 150 days after NTP
2. Utilities potential impacts and mitigations including costs – include with Conceptual Design Package
3. The Consultant shall provide Utility Engineering information to the NEPA Consultant as required

Task 4.5 - Initial Geotechnical Investigations:

1. Collect information on underground geology (see Task 1.2).
2. The Consultant shall analyze all the existing geotechnical data collected. No borings will be required at this conceptual design stage, but the Consultant shall carefully analyze pre-existing geotechnical data for all areas that may be affected by Raritan River Drawbridge Project.

Deliverables:

1. Concept Level Geotechnical Report, including conceptual longitudinal subsurface profile – due 120 days after NTP
2. Sufficient geotechnical design to assess conceptual foundation costs – include in the Conceptual Design Package.
3. The Consultant shall provide Geotechnical information from their investigations to the NEPA Contractor as required.

Task 4.6 - Navigation Study:

1. The Consultant shall perform a rigorous navigation study to determine the present and future anticipated waterway user needs at the Raritan River Drawbridge crossing.
2. The Consultant shall collect information from published sources (for example, navigation charts, code of federal regulations, etc.), agencies (for example, USCG and US ACE), commercial users, marinas, boating associations, etc.
3. The navigation study shall recommend horizontal and vertical navigation clearances within the navigable channel as it passes beneath new bridge structures

Deliverables:

1. Navigation Study Report – draft due 150 days after NTP
2. Navigation Study Report – final included in the Conceptual Design Package.

Task 4.7 - Conceptual Design:

Conceptual Design is a study, 10% level of design completion.

1. Feasible Alignments Investigations

- i.) Provide two (2) tracks across the river and within the project limits from Wood Interlocking to just railroad west of Essay Interlocking (approximate limits)
- ii.) New alignment railroad north of existing bridge with realigned connection for the Essay Running track.
- iii.) New alignment railroad south of existing bridge with realigned connection for the Essay Running track.
- iv.) Consider shifting navigable channel railroad east.
- v.) Consider other arrangements that may be feasible while providing operational benefit to NJ TRANSIT and other railroad users.
- vi.) Track Speed: 60 MPH
- vii.) Reconfigured Interlocking: Provide new Essay Interlocking located between Perth Amboy Station and the new bridge.
- viii.) As sub-options within the alignment types, evaluate different bridge types for the Raritan River crossing.

2. Bridges

- a. This task must include examination of at least the following issues:
 - i) Substructure – AREMA Chapter 8
 - ii) Superstructure – AREMA Chapters 8 and/or 15
 - iii) Ballasted Deck vs. Direct Fixation Deck
 - iv) Navigable Waterway – US Coast Guard Regulations and

findings of Navigation Study

- v) Optimum Foundation Spacing
- b. Prepare conceptual design options for the replacement of the existing 1906 bridge.
- c. Consider at a conceptual level construction methodologies that may offer advantages to the project, such as the following:
 - i) Standard and innovative foundation types
 - ii) Accelerated Bridge Construction Methods
 - iii) Modular Construction and Prefabricated construction methods
 - iv) Other innovations
- d. Address needs for maintenance access and future structural inspections.

3. Civil

- a. Include examination at a conceptual level of at least the following issues:
 - i) Utility impacts and possible mitigations
 - ii) ROW impacts and possible takings/ easements needed
 - iii) Environmental Risks
 - iv) Global drainage effects and project needs
 - v) Earth retaining structures vs. fills and berms (or cuts)
 - vi) Maintenance access to Electronic Traction (ET), Communication & Signal (C&S), Track facilities
- 4. Consider ET facilities, poles, wires relocations, additions and replacements necessitated by each scheme.

5. Constructability

- a. The Consultant shall develop strategies for the construction of bridge structures while maintaining rail operations. The Consultant shall

evaluate feasible construction staging. The Consultant shall consider Raritan River Drawbridge Project construction near the interface with existing rail operations, as well as the track connections between the new alignment, the existing tracks and the Essay Running Track.. The plan shall have as a primary objective minimizing disruption of existing rail operations.

- b. Consider construction equipment clearance where this may be significant at a conceptual design level.
- c. Identify potential conflicts and proposed solutions. The level of detail and information provided shall be sufficient to be utilized in subsequent phases of design and construction planning.
- d. Consider the optimum sequencing of construction for the overall project.

6. Cost

- a. The Consultant shall prepare construction cost estimates during the Concept Design stage. Construction cost estimates shall be provided for various feasible schemes and segments of Raritan River Drawbridge Project.
- b. The construction cost estimates shall include quantified items for each type of work including costs of staging, safety and other associated items required for the protection of the Railroad and the Public. The construction cost estimates shall include appropriate contingencies and shall be at a level of detail appropriate for conceptual design. Include costs for all major elements, and allowances for other elements.
- c. Each project decision point will require an accurate accounting of cost impact. Cost data shall be maintained current to the issues being considered.
- d. Costs estimates shall consider fluctuations in the construction marketplace.

7. Schedule

- a. The Consultant shall prepare construction schedule estimates during the Conceptual Design stage.
- b. The level of detail in the Schedule shall be commensurate with the level of information gathered during the Conceptual Design stage.

Schedule estimate shall account for staging impacts, inefficiencies due to construction near an operating railroad, and other, major factors that can affect the construction schedule in significant ways.

Deliverables:

1. Conceptual Design Package (drawings of feasible alternatives, comparison matrices, cost estimates and schedules) – Six (6) months after NTP.

Task 4.8 - Input to the NEPA Report:

- a. The Consultant shall compile all the data gathered and generated during the Conceptual Design and summarize it for inclusion in the NEPA Report. The report shall include graphics and recommendations for technically feasible schemes.
- b. The Consultant's Feasibility Report shall document existing conditions, existing rail traffic patterns, future rail traffic patterns, costs, schedule and staging impacts to rail operations and navigation, estimated costs, and any other factors which may affect Raritan River Drawbridge Project.
- c. The Report shall include sufficient graphics to demonstrate all proposed alignments and sub-options.
- d. The Consultant shall prepare a comparison matrix of schemes listing key issues weighted as to importance. Each scheme shall include ratings of how well the scheme addresses the key issue. Coordinate with NJ TRANSIT for the inclusion of issues and assignment of importance weights and ratings.

NEPA Submission Target Dates:

- Draft Environmental Assessment (EA) – February 2016
- NJ TRANSIT Review of Final EA Submission – June 2016

Task 4.9 - Value Engineering:

1. After the Conceptual Design has been completed, the Consultant shall provide Value Engineering (VE) using a separate firm specializing in VE.

The value engineering effort shall focus on the Preferred Alternative with an objective to achieve equivalent or better performance at a lower cost while maintaining all functional and quality requirements.

2. The Consultant shall cooperate fully with the VE Team, participate in the process and provide all technical data as required.
3. In order for the Value Engineer to perform the VE design review, the Consultant shall provide the following:

- a. five hardcopies and electronic pdf of the Conceptual Design Package
 - b. access to project documents
 - c. one (1) copy of design, cost estimate and schedule calculations
4. A one (1) week VE workshop will be held.
- a. The Consultant shall attend an introductory session the morning of the first day of the VE workshop.
 - b. During the week that the VE workshop is being conducted, the Consultant's design team shall be available at their regular places of work to communicate with the Value Engineer's team to answer questions regarding the project design.
 - c. Approximately ten days after the conclusion of the VE workshop the VE firm shall provide NJ TRANSIT and the Consultant with a preliminary copy of the Value Engineering's design review report. The report will contain VE recommendations and claimed cost savings that could be realized by the NJ TRANSIT, if they were to accept the VE recommendations. The Consultant shall review the VE design review reports. The Consultant shall submit written comments on each VE recommendation. The comments shall include potential impacts caused by the VE recommendation, such as schedule delays, re-design cost, and impact on other work and construction costs. The comments shall include the Consultants' opinions of the VE recommendations and their own recommendation as to whether the VE recommendations should be accepted or rejected. The comments are to be submitted to NJ TRANSIT no later than seven calendar days after the presentation meeting described below.
 - d. Approximately five days after receipt of the preliminary VE report a presentation meeting with the Consultant, Value Engineer and NJ TRANSIT shall be held. The purpose of the meeting is for the Value Engineer to present the basis for their VE recommendations and claimed cost savings. The Consultant shall be allowed to question the rationale of the VE recommendation and the cost savings.

Deliverables:

1. Provide Conceptual Design Package copies and Documents/Data to VE participants as required.

2. VE Workshop to be held within 2 months of Conceptual Design Package Submission.
3. PE VE Report Review comments within 14 days of receipt of VE Report.

Task 4.10 - NEPA Consultant Coordination:

1. The NEPA Consultant to prepare the Environmental Assessment (EA) or the Environmental Impact Statement (EIS) will be separately procured from the PE Contract.
 - a. If an EA process is followed for NEPA, NJ TRANSIT will complete the Environmental Assessment for review and approval of the FTA. NJ TRANSIT will procure a NEPA Consultant to perform the work of the EA.
 - b. If an EIS process is followed for NEPA, NJ TRANSIT will complete the Environmental Impact Statement. The NEPA Consultant for the preparation of an EIS will be procured by NJ TRANSIT.
 - c. The Consultant shall be available to provide assistance to the NEPA Consultant, to answer questions and potentially perform revisions to schemes developed during conceptual design. Requests for assistance may originate will come formally through NJ TRANSIT.

Note that the Consultant shall not provide direction to NEPA Consultant nor engage directly in NEPA analysis.

- d. The NEPA Consultant will have the primary responsibility for the Public Outreach. The Consultant shall cooperate during this process by providing design documents and information as required.
- e. Further, there may be occasional need for the Consultant, upon request, to provide information which is in a proper format for use by the NEPA Consultant. The Consultant shall provide suitable design information during the process in a timely manner.

PHASE IB: PRELIMINARY DESIGN

Task 4.11 - Preliminary Design:

Preliminary design is a 30% level of design.

General Requirements – 30% Submittal:

- a. Listing of all anticipated drawings
- b. Base drawings showing the limits of all work of each contract package
- c. Sufficient plans, typical sections and details to indicate the intent of the design
- d. Project Definition Report (Draft). This report is intended to provide project assumptions and criteria in narrative format. Provide background and history for significant decision making. Provide description of project intent for those elements that cannot yet be shown clearly on drawings.
- e. Preliminary calculations
- f. Preliminary cost estimates and construction schedules.
- g. Specification format and outline, including list of applicable sections;

Deliverables:

- 1. 30% Submission is due 13 months from NTP.

Subtask 4.11.A - Update Design Criteria:

The Consultant shall review and update as necessary the design criteria established at the conceptual design stage.

- a. Establish seismic design criteria per AREMA Chapter 9. In coordination with NJ TRANSIT, establish performance levels of seismic design.

Subtask 4.11B - Bridge Design:

For the selected alignment that comes from the NEPA process, the Consultant shall establish the configuration and size of the bridge structures such that all requirements are met. At a minimum, the following items shall be established at the preliminary design stage:

- a. Profile and Horizontal Alignment
- b. Layout of new bridge

- i.) Aesthetics, "Harmony" (Context Sensitive Design)
 - ii.) Proportion and Scale
 - iii.) Repetition for construction cost savings
- c. New bridge design elements
- i.) Clearances for roadways and navigation
 - ii.) Foundation and substructure type(s)
 - iii.) Hydraulics and Scour
 - iv.) Bridge Pier Protective System Layout
 - v.) Direct Fixation vs. Ballasted Deck
 - vi.) Maintenance access and allowance for future structural inspections
 - vii.) Seismic Design (AREMA Chapter 9)
 - viii.) Drainage
 - ix.) Requirements for power traction, signal systems, communications, etc
 - x.) Safety Support Facilities, including but not limited to emergency access and egress strategies, lighting, and fire detection and suppression.
 - xi.) Site Security
 - xii.) Innovative construction methodologies
- d. Work Areas – Contractors Yard, Material handling and storage
- e. Construction Impacts – Rail, Marine

Subtask 4.11.C - Track Design:

- a. The Consultant shall refine the track alignment design and establish limits of work, impact of disturbance on existing surfaces and facilities, and limits of embankments and excavations. The Consultant shall establish and design to the governing design criteria based on horizontal and vertical geometry requirements, special trackwork designs, operating speeds, and vehicle characteristics. The Consultant shall work with NJ TRANSIT to determine locations for special trackwork, interlockings, and auxiliary configurations
- b. The vertical and horizontal alignments shall at a minimum consider the following during the preliminary design:
 - i.) Conflicts with existing utilities, foundations, underground vaults, passage-ways
 - ii.) Turnouts and crossovers at merges with existing rail lines
 - iii.) Property impacts, grades, clearances, impacts to operations

- and constructability
- iv.) Clearance envelopes

Subtask 4.11.D - Preliminary Civil Design:

- a. Preliminary civil construction plans shall be provided, depicting clearing and grubbing areas, site demolitions, locations of temporary and permanent roadways and sidewalks, proposed surface grading and drainage, and location and configuration of all proposed structures such as retaining walls and support facilities.
- b. The proposed reconfiguration of roadways, sidewalks and other public access areas shall be clearly shown.
- c. Provide civil construction plans for final configuration, and for construction staging
- d. Provide Typical Cross Sections for the project length.

Subtask 4.11.E - Buildings and Facilities:

- a. The Consultant shall prepare a preliminary design, including configuration, layout and typical sections, for all new structures,
 - i.) Signal and Communication Enclosures
 - ii.) Control Rooms
 - iii.) Electrical Distribution Rooms
 - iv.) Retaining Walls
 - v.) Major drainage structures
 - vi.) Maintenance Access Features
 - vii.) Major Utility Supports
- b. The Consultant shall also provide preliminary design and approach for rehabilitation of existing, impacted structures, both temporary and permanent. Consider where underpinning of existing facilities and buildings may be required.

Subtask 4.11.F - Power/Electrical/Bridge Controls Preliminary Design:

- a. Address the following items during preliminary design:

- i.) Overhead Contact System (OCS)
 - ii.) OCS Support within the bridge
 - iii.) Transmission Line Routing
 - iv.) Bridge Power
 - v.) Bridge Controls
- b. The Consultant shall interface with local utilities to determine other opportunities for meeting Raritan River Drawbridge Project's power demands. The study shall include power efficiency as well as capital, maintenance and operating dollars. The electric design shall be within the utility guidelines. The Consultant shall establish criteria for connected loads plus future expansion. The power study shall also address the feeds to substations, signals, communications, controls, and other loads. The Consultant shall perform life cycle cost analyses, cost benefit analyses and risk analyses to minimize equipment and system failures and equipment downtime.
- c. The Consultant shall perform a stray current control analysis, including interfacing between the new and existing systems and structures as outlined in the electrical technical scope, and propose stray current mitigation.
- d. The bridge controls shall utilize NJ TRANSIT's Standard Modular Relay Bridge Control System.

Deliverables: include with Preliminary Design

- 1. Electrical Power Needs Assessment

Subtask 4.11.G - Signal Systems:

The Signal system design and modifications will be done in-house by NJ TRANSIT. The Consultant shall coordinate their work with NJ TRANSIT as needed.

Subtask 4.11.H - Communications:

- a. The Consultant shall establish design criteria for the Communications Systems in the new Bridge to be compatible with NJ TRANSIT current communication system. Proposed systems shall specify the communication infrastructure that are required to

maintain normal, marine and emergency radio and land based communications, emergency evacuation systems, etc. The PE design should include accommodations, space, and utilities for new communication systems in the Bridge.

Deliverables: include with Preliminary Design Performance Specification for Communications Backbone Infrastructure, WiFi, Cell Phone Antennae, Radio Systems, CCTV, Emergency Alarm Stations, Fire Alarm Systems. – draft and final.

Subtask 4.11.I - Cost and Schedule:

- a. The Consultant shall update cost and schedule estimates from the conceptual stage
- b. The estimates shall be developed and formatted to comply with Standard Cost Category (SCC) methodology. Up-to-Date unit prices shall be used.
- c. The construction cost estimates shall include quantified items for each type of work including costs of staging, safety and other associated items required for the protection of the Railroad and the public. The construction cost estimates shall include appropriate contingencies.
- d. Each project decision point will require an accurate accounting of cost impact. Cost data shall be current to the issues being considered and relevant to fluctuations in the marketplace.
- e. For scheduling, consider if there are segments of the construction work that can be segregated and go forward as advance projects.

Task 4.12 - Supplemental Survey:

1. At the preliminary design stage, the Consultant shall supplement survey information from the conceptual stage as required.
2. Results from the NEPA process may require additional survey data to be collected.
3. Update base maps for use in preliminary design documents.
4. The Consultant shall provide survey support to the geotechnical investigation, utility relocation and environmental subsurface investigation programs.

Task 4.13 - Right-of-Way and Property Acquisition Identification and Estimating:

1. The Consultant shall support NJ TRANSIT in identifying the various properties requiring acquisition of rights-of-way or easements. The Consultant shall work towards quantifying the limits of impacted properties based on the proposed infrastructure and staging areas, and determine whether properties must be acquired in whole, in part or if easements can be utilized. The Contractor shall conduct field surveys, research titles, obtain deeds, and prepare description of metes and bounds. The Consultant shall perform supplemental surveys of property metes and bounds for the purpose of determining proposed easements and property acquisitions as may be required.
2. The Consultant shall maintain files on all affected properties, and include all relevant information as described in this section and per property acquisition best practices.
3. The Consultant is not required to appraise properties or acquire properties.
4. The Consultant shall prepare all deliverables in compliance with the codes and regulations of the relevant jurisdiction or governing authority with regard to eminent domain. Information provided on the maps shall at a minimum include ROW perimeter, block and lot numbers, boundary dimensions, description of improvements, square footage, etc.

Deliverables: Due with 30% preliminary design

1. Property Files, consistently containing all required information
2. Individual Parcel Maps, with metes and bounds descriptions
3. General Property Parcel Maps

Task 4.14 - Utility Relocation Preliminary Estimates:

1. Update the utilities information collected and documented at the conceptual stage. The Consultant shall identify all existing and proposed utilities within and immediately adjacent to the site. The Consultant shall identify the locations of possible utility impacts or conflicts resulting from the project and determine the required improvement. The Consultant shall locate all types and sizes of utilities and prepare both existing utility and preliminary utility relocation

drawings.

2. The preliminary utility drawings shall include all facilities. The Consultant shall determine the utility owners' horizontal and vertical controls, and convert the survey data to comply with the project standards. The Consultant shall catalog data collected, and maintain file copies of source documents, such as deeds, licenses, plots, easements, or other documents used to locate utilities.
3. The Consultant shall meet with utility owners and associated regulatory agencies to ascertain the requirements for permanent utility relocations, as well as for temporary supports and work-arounds as required during construction.
4. The Consultant shall also develop preliminary utility cost estimates for all temporary and permanent work, including providing support during construction. The Consultant shall prepare the necessary sketches, plans, and agreements, along with descriptions of work, to accompany utility permit applications. The Consultant shall also be available to assist the NJ TRANSIT in preparing agreements for the correction of utility – related problems with the respective utility owners, if required.
5. The Consultant shall develop the preliminary drawings in compliance with rules of the appropriate regulatory authority.
6. The Consultant shall provide necessary documents and applications required to permit rearrangement of utilities and/or secure easements.

Deliverables:

1. Existing and Proposed Utility Preliminary Relocation Drawings – to be included in PE Submission
2. Utility Cost Estimates – to be included in PE Cost Estimate
3. Catalog of Data and Source Documents.
4. Draft Utility Agreements for reimbursement of engineering costs.

Task 4.15 - Detailed Geotechnical Investigations:

1. Based on the preferred alternative from the NEPA process, the Consultant shall develop and implement a comprehensive boring program and geotechnical investigation plan. The plan shall identify the locations at which additional subsurface information is required in order to ascertain the bedrock profile and quality of subsoils. The Consultant

shall conduct the investigation and document the data and findings in a geotechnical report, providing an appropriate level of analysis as required to support final design, temporary support and underpinning design, and to determine constructability implications for all facilities and systems associated with Raritan River Drawbridge Project.

2. The Consultant shall develop a boring location plan that shall provide information for design and construction. Follow these general guidelines:
 - a. Take two borings per planned bridge substructure unit.
 - b. Take a boring at every 50 to 75 feet along the length of planned retained earth structures.
 - c. Take additional borings at locations where additional, critical facilities are planned.
3. The Consultant shall develop a plan for performing laboratory testing of representative samples from the borings.
4. The Consultant shall conduct the boring and laboratory testing based on the approved plan. The Consultant shall implement the plan, conduct the testing, and prepare a report of results. The program shall include:
 - a. Hiring a qualified drilling contractor
 - b. Monitoring of field work
 - c. Collecting, cataloging and storing samples and rock cores. The Consultant shall be responsible for the storage of all soil and rock core samples.
5. The Consultant shall provide a site specific seismic analysis of the project site to assess the seismic characteristics for the site, anticipated earthquake levels, potentially dangerous geotechnical phenomena (e.g. fault movements), soil liquefaction potential and landslides, as appropriate.
6. The Consultant shall prepare a comprehensive geotechnical report including foundation recommendations and seismic considerations. The report shall include boring logs, subsurface soil profiles, and analysis for each geologically discrete project element.

Deliverables:

1. Geotechnical Investigation Plan, Boring and Testing Program
2. Boring Plan and Profiles
3. Draft Final Geotechnical Report, with boring logs and analysis for each geologically discrete project element – within Seven (7) months of Preliminary Design Notice to Proceed

Task 4.17 - Environmental:

The Consultant shall assist NJ TRANSIT and its Consultants, in preparing all necessary studies, documentation and application forms for applications and approval of the required permits.

Task 4.18: As Directed - Preliminary Engineering Design

The Consultant shall include in its proposal an allowance of 1500 hours in excess of the hours necessary to complete all the work previously described, to be used at the sole discretion of NJ TRANSIT.

The Consultant shall not charge any time against this task. This allowance is provided for the sole convenience of NJ TRANSIT and can only be used for work authorized by NJ TRANSIT's Contracting Officer.

2. Phase II: Preparation of Final Plans, Specifications, and Estimates

Complete plans and specifications for the approved replacement scheme based on Task IA shall be submitted during this phase along with all other permits, bid estimates, and construction documents necessary. Three (3) review submissions at 60%, 90% and 100% levels.

Task 5.1 - Design Development (60% Complete Documents)

The Consultant is responsible for ensuring that, at a minimum, the following items are complete at the end of 60% design and engineering.

- Updated listing of all anticipated drawings
- All general drawings and other drawings progressed to 60% level of detail such that a reviewer will be able to understand all major design elements. Include staging drawings or special conditions indicating the staging of the work with railroad operations or other, critical work restrictions.
- Project Definition Report (Final)
- First draft of major specification sections (CSI Format)

- 60% level construction cost estimate and construction schedules.
- 30% review comments and responses report. 30% review comments shall be incorporated into the 60% documents

Deliverables: Six (6) copies of the construction documents including drawings, specifications, calculations, project construction schedule, and cost estimates. The drawing allocation shall include six (6) half-scale sets of prints, one (1) full size set of prints, and one (1) half-scale reproducible set of originals.

Task 5.2 - Final Design (90% Complete Documents)

The Consultant is responsible for ensuring that, at a minimum, the following items are complete at the end of 90% design and engineering.

- Completed drawings sufficient to clearly indicate magnitude and intent of the design. 90% submission shall be complete such that the design can be progressed seamlessly towards final drawings without the need for redesign or re-engineering.
- All specifications sections (CSI Format)
- Completed constructability review with report
- Completed staging requirements
- 90% level cost estimates and construction schedules, prepared item by item, developed where appropriate using labor, materials, equipment and productivity/ efficiency factors (e.g., accounting for night, overtime, weekend, train operations interruptions, etc. work).
- 60% review comments and responses report. 60% review comments shall be incorporated into the 90% documents

Deliverables: Six (6) copies of the construction documents including drawings, specifications, calculations, project construction schedule, and cost estimates. The drawing allocation shall include six (6) half-scale sets of prints, one (1) full size set of prints, and one (1) half-scale reproducible set of originals.

Task 5.3 - Final Design (100% Complete Documents)

The Consultant is responsible for ensuring that, at a minimum, the following items are complete at the end of 100% design and engineering.

The final review 100% documents shall include:

- Completed design drawings for disciplines/systems/staging specified for Design Development (90% documents)
- Completed technical specifications (CSI Format)
- Assistance in the preparation of Special Provisions, as required;

- An estimate of quantities and a final detailed cost estimate formatted in the form of the Bidders Proposal, including unit prices where appropriate; and documentation of analyses used to establish unit and lump sum prices;
- Utility agreements, plans, and evidence of coordination with utility facilities affected by the project;
- Bidders' proposal form by discipline, including quantities where appropriate;
- 90% review comments and responses report. 90% review comments shall be incorporated into the 100% documents
- Proposed project construction schedule

At this submission, ALL PLANS AND SPECIFICATIONS MUST BE COMPLETE; no missing drawings/sections shall be allowed. The Consultant shall submit drawings and other related data as set forth above for NJ TRANSIT review and approval.

Deliverables: Six (6) copies of the construction documents including drawings, specifications, project manual, project construction schedule, and cost estimates. The drawing allocation shall include six (6) half-scale sets of prints, one (1) full size set of prints, and one (1) half-scale reproducible set of originals. The half scale and full size drawing are also to be submitted individually as PDF files.

Task 5.4 - Peer Review

At the 50% and prior to Final design levels, the Consultant shall conduct a Peer Review of its design in order to validate that the overall engineering and quality objectives of the Raritan River Drawbridge Replacement Project have been successfully addressed. One of the primary objectives shall be to assure that the integration of the different systems and disciplines are advancing the project successfully. The Peer Review shall also include a constructability review and analysis of construction cost estimates and proposed follow-on contract packaging suggestions prepared by the Consultant. The Peer Review team shall consist of senior engineering personnel from the Consultant design team firms who are not associated with or have had any knowledge or involvement with the technical details of the Raritan River Drawbridge Replacement Project prior to being assigned to the team. The review team may also involve other transit agency personnel, third party consultants/contractors and/or FTA/PMO personnel. The Peer Review team personnel shall be approved by NJ TRANSIT and shall include selected NJ TRANSIT personnel. Information and data to be presented during the Peer Review shall not be made available to any member of the Peer Review team prior to the review. The Peer Review discussion and results shall be documented in a report within 7 days of the completion of the Peer Review.

Deliverables:

1. Peer Review Report

Task 5.5 - Interagency Coordination – Final Design

This task is to provide assistance/services to NJ TRANSIT during the course of the design effort, which may require/involve coordination with various Federal, State, County or local authorities, including SHPO. The Consultant would be looked upon to provide services such as:

1. Attending meetings and events, assisting NJ TRANSIT in accordance with an environmental or community information program. Record and prepare minutes of all meetings.

The Consultant shall allow 500 hours for Task 5.5 in excess of the necessary hours for completing all Phase II work described previously, to be used at the discretion and direction of NJ TRANSIT. The Consultant shall not charge any time against this allotment, unless explicitly authorized to do so by NJ TRANSIT.

Task 5.6 - As Directed – Final Design

The Consultant shall include in its proposal an allowance of 500 hours in excess of the hours necessary to complete all the work previously described, to be used at the sole discretion of NJ TRANSIT.

The Consultant shall not charge any time against this task. This allowance is provided for the sole convenience of NJ TRANSIT and can only be used for work authorized by NJ TRANSIT's Contracting Officer.

Task 5.7 - Construction Bid Package

At the 100% design and engineering stage, the technical specifications and prints of the final drawings (which include revisions incorporated as a result of the final review), undergo one final review. The approved drawings and specifications (known as the contract drawings or construction bid documents) are then used by NJ TRANSIT in the procurement process to solicit construction services and equipment for the project.

1. The Consultant shall prepare Final Design Documents signed and sealed as appropriate. Final Design Documents shall be submitted to NJ TRANSIT for approval. Final drawings and specifications shall set forth in detail the requirements for the construction of the

entire project including necessary bidding information. The Consultant shall also assist in the preparation of the complete bid package.

2. The final bid package shall include:

- Fully completed drawings for disciplines/systems specified in the final review
- Fully completed technical specifications using the format of the Construction Specifications Institute (CSI)
- Special Provisions
- An estimate of quantities and final detailed cost estimate, including unit prices where appropriate, along with documentation of analyses used to establish unit and lump sum prices;
- Utility agreements, plans, and evidence of coordination with utility facilities affected by the project;
- Bidder proposal form by discipline, including quantities, where appropriate;
- Construction staging plans and temporary signage plans as equipped for each stage of construction; and
- Proposed project construction schedule

3. The Contract Drawings are to observe the following signature procedures:

- The Consultant shall sign and seal all drawings prepared by the Consultant with a New Jersey Professional Engineer.
- Any Subconsultant shall sign and seal its own drawings. The Consultant's logo shall appear on each drawing prepared by a Sub consultant.

4. Design Calculations and Diagrams

- a. The Consultant shall submit complete design computations and design drawings covering all structural framing and supports such as primary framing members, bracing, etc.
- b. Calculations shall clearly distinguish between new and existing construction. Documents from which existing dimensions and existing member properties that were obtained shall be referenced in the calculations.
- c. All engineering calculation sheets shall be numbered, dated and indexed. The index sheets shall define the total number of the sheets submitted and shall bear the seal and

signature of an experienced engineer holding a Professional Engineer's License in the State of New Jersey and who is familiar with and responsible for the design.

- d. If computations are submitted in computer printout form, furnish the following:
1. Descriptions and proof adequacy of the program. The description of each program shall include:
 - Type of problems solved by the program;
 - Nature and extent of the analysis;
 - Assumptions made in the program;
 - Instructions for interpreting the computer output format.
 2. The design criteria used and the diagram showing the loading conditions and loading combinations.
 3. The design constants and equations used, including all references.
 4. Indexed and clearly identified input and output sheets for the entire structure or for those portions of the structure which shall be sufficient to enable NJ TRANSIT to evaluate the structure.
 5. A clear diagram of all member forces (axial, shear, bending, or other forces as appropriate) for each loading condition controlling the design.

5. Construction Schedule

- a. Provide an estimate of the time required to complete construction. Present the Construction Schedule in bar chart form using days, weeks or months as appropriate for the limit of time. The schedule is to indicate coordinated construction activities including NJ TRANSIT track outages. This Construction schedule is for NJ TRANSIT project control purposes only, and shall not be for use by any Contractor.
- b. Determine from the project plan the delivery time required for long-lead time apparatus and material. Prepare material lists for all long-lead or NJ TRANSIT supplied materials, equipment and apparatus, and submit to NJ TRANSIT for approval and advertising for bids.

6. Construction Bid Services

The following construction bid services shall be provided as part of this task:

- Answer questions asked of NJ TRANSIT staff by bidders during the bid period
- Review contractor's bid documents for conformity with technical requirements and completeness of response of the bid package and reasonableness of bid quoted.
- Prepare bid document addenda including Contract Drawing revisions and engineering calculations, as necessary or as requested by NJ TRANSIT for NJ TRANSIT approval and issuance. Furnish originals for final printing.
- Conform all contract drawings to Addenda as directed by NJ TRANSIT after award of the construction contract. All contract drawings must be conformed and marked as such within one month of the construction bid opening date.

7. The Consultant shall exercise reasonable care in the preparation of contract documents to conform to all applicable code requirements in effect at the time of issuance of the contract documents. As previously mentioned, the approval of plans and specifications which have been submitted and received by NJ TRANSIT is not to be construed as authority to violate, cancel or set aside any provisions of applicable codes or this contract.

The Consultant shall be liable to NJ TRANSIT for any costs incurred 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, agents, servants or employees. The Consultant shall be given reasonable opportunity to correct any deficiencies at no additional cost to NJ TRANSIT.

The Consultant is responsible for ensuring that the construction bid package:

- a. Provides all drawings signed and sealed by a New Jersey Professional Engineer.
- b. Includes complete design computations and drawings covering all structural framing and support.
- c. Provides engineering calculation sheets that are numbered,

dated, indexed, and signed by a New Jersey Professional Engineer.

- d. Provides (for computations submitted in computer printout form) a description and proof of the adequacy of the program, design criteria used, loading diagram, indexed output sheets, and a diagram of all member forces for each loading condition controlling the design.
- e. Provides a final engineering estimate in sufficient detail to facilitate bid analysis upon opening.
- f. Provides an estimated construction schedule of the time required to complete construction in bar chart form indicating coordination of construction activities with other agencies and utilities.
- g. Includes a materials list for all long-lead or NJ TRANSIT supplied materials and equipment.

Deliverables: 100% complete documents (Construction Bid Package). Six (6) copies of the construction documents including drawings, specifications, project manual, project construction schedule, and cost estimates. The drawing allocation shall include (1) full size reproducible set of originals, five (5) full size sets of prints. Half scale and full size drawings are also to be submitted individually as PDF files.

3. Phase III: Construction Support Services

The support would begin with a review and updating of the previously prepared documents, and continue through the contract period until closeout. Review of significant shop drawings, attendance at selected progress meetings, and similar support service shall be required. It is not, however, an opportunity to correct or complete design elements at NJ TRANSIT expense. Support Services shall be at the request and under the direction of the NJ TRANSIT Project Manager.

As part of the services performed under this task, the Consultant shall be expected to attend one pre-construction meeting, and selected construction progress meetings.

Task 6.1 - Response to Questions

As necessary throughout the construction period, the Consultant shall provide the required technical expertise necessary to respond to any design document related question, request for clarification, etc. This

service shall be available for issues brought forward by NJ TRANSIT, the prime contractor, his subcontractors, or any related or impacted Federal, State, County or municipal entity. Consultant activities under this Task shall be undertaken only as requested by the NJ TRANSIT Project Manager.

Task 6.2 - Change Order Preparation/Evaluation

When requested by NJ TRANSIT, the Consultant shall assist in the review and analysis, and provide recommendations on Contractor requests for change and change orders through the preparation of detailed cost estimates. Cost estimates shall include material quantities and cost, labor quantities and all direct and indirect costs, and an analysis of the contractor's proposal for alternate methods and materials.

In addition, the Consultant shall prepare all necessary change order documents (designs, specifications, cost estimates, schedule analysis, etc.) as required by NJ TRANSIT for effective change order evaluation, negotiation and construction.

Task 6.3 - Shop Drawing Review and Material Approvals

The Consultant shall review and approve all project design related shop drawings and material submittals as designer-of-record. These reviews and approvals shall be completed and returned no later than (10) working days after receipt from the Construction Manager/Contractor.

Task 6.4 - Punch List Inspection/Development and Certification of Substantial Completion

The Consultant shall participate in the inspection and assist in the development of the final punch list to be received by the contractor prior to Final Acceptance. Under this Task, the Consultant shall also provide the necessary services to qualify or not qualify the project as "substantially complete" and offer documented notification of same.

Task 6.5 - Final Inspection/Project Inspection

As the designer of record, the Consultant shall participate in the final project inspection following completion of punch list activities, and provide NJ TRANSIT with formal written notification of project acceptance.

Task 6.6 - As-Built Drawings

Upon the completion of construction, the Consultant shall be required to modify the original contract drawings to reflect "as-built" conditions. The construction management forces and/or the contractor shall furnish the

"as-built" information to be verified and incorporated. Three (3) mylar sets and one (1) set on CD ROM of "As-Built" Contract Drawings shall be required prior to any payment of the Consultant under this task item.

Task 6.7 - Design Support – As-Directed

The Consultant shall provide design support services as directed to facilitate the construction or to achieve cost savings.

The Consultant shall include in its proposal an allowance of 500 hours to be used at the sole discretion of NJ TRANSIT.

The Consultant shall not charge any time against this task. This allowance is provided for the sole convenience of NJ TRANSIT and can only be used for work authorized by NJ TRANSIT's Contracting Officer.

**NJ TRANSIT CONTRACT NO. 15-044
RARITAN RIVER BRIDGE REPLACEMENT
PHASE I - CONCEPTUAL AND PRELIMINARY DESIGN**

EXHIBIT B – COST INFORMATION

SEPTEMBER 21, 2015

REVISED 03/24/2016



COST PROPOSAL - VOLUME A



(RFP) No. 15-044

Design, Engineering and Construction Assistance Services for the Replacement of the



RARITAN RIVER DRAWBRIDGE

NJ TRANSIT RFP No. 15-044

Design, Engineering and Construction Assistance Services
for the Replacement of Raritan River Bridge

COST & FEE RECAP - TEAM
(RFP ATTACHMENT F-1)

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044

COST AND FEE RECAP - TEAM									
FIRM	MAN HOURS	SALARY	OVERHEAD RATE	OVERHEAD	SUBTOTAL	FIXED FEE @ 10%	DIRECT EXPENSES	TOTAL COST	DBE PERCENTAGE
HARDESTY & HANOVER (JV)	16,693	\$1,029,688	157.40%	\$1,620,729	\$2,650,417	\$265,042	\$1,139,694 *	\$4,055,152	
GANNETT FLEMING (JV)	13,377	\$835,790	159.17%	\$1,330,327	\$2,166,117	\$216,612	\$1,139,694 *	\$3,522,422	
HALEY & ALDRICH	3,824	\$162,404	220.94%	\$358,815	\$521,218	\$52,122	\$31,755	\$605,095	
GRIFFIN	100	\$9,000	152.30%	\$13,707	\$22,707	\$2,271	\$220	\$25,198	
NAIK (DBE)	4,404	\$170,238	127.09%	\$216,356	\$386,594	\$38,659	\$192,480	\$617,733	6.6%
ENVISION (DBE)	2,336	\$122,079	137.51%	\$167,871	\$289,950	\$28,995	\$17,280	\$336,225	3.6%
JCMS (DBE)	1,014	\$58,429	117.32%	\$68,549	\$126,978	\$12,698	\$760	\$140,436	1.5%
RADIN (DBE)	281	\$10,737	155.17%	\$16,661	\$27,398	\$2,740	\$220	\$30,357	0.3%
SJH (DBE)	312	\$17,880	140.00%	\$25,032	\$42,911	\$4,291	\$220	\$47,422	0.5%
PROJECT TOTAL	42,341	\$2,416,245		\$3,818,045	\$6,234,290	\$623,429	\$2,522,322	\$9,380,041	12.5%
DBE VENDORS									
JERSEY BORINGS								\$1,985,150	21.2%
ESTEBAN								\$24,500	0.3%
								TOTAL DBE %	33.9%
* Includes cost of DBE Vendors									

NJ TRANSIT RFP No. 15-044

Design, Engineering and Construction Assistance Services
for the Replacement of Raritan River Bridge

**COST & FEE RECAP BY
FIRM/TASK
(RFP ATTACHMENT F-2)**

**NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044
ESTIMATE BY FIRM/TASK**

PROJECT TOTAL BY TASK - H&H / GANNETT FLEMING JOINT VENTURE TEAM							
TASK	DESCRIPTION	TOTAL HOURS	SALARY	OVERHEAD	SUBTOTAL	FIXED FEE	TOTAL COST
TASK 1	PROJECT MANAGEMENT	6,385	\$477,404	\$738,206	\$1,215,610	\$121,561	\$1,337,171
1.01	Project Management Plan	2,596	\$252,395	\$399,428	\$651,823	\$65,182	\$717,005
1.02	Project Controls	7	\$682	\$1,085	\$1,767	\$177	\$1,944
1.03	Project Schedule	697	\$35,139	\$55,931	\$91,071	\$9,107	\$100,178
1.04	Records Management	1,371	\$57,622	\$79,254	\$136,876	\$13,688	\$150,563
1.05	Monthly Progress Reporting	203	\$17,671	\$27,874	\$45,544	\$4,554	\$50,099
1.06	Quality Control	220	\$16,518	\$26,062	\$42,580	\$4,258	\$46,838
1.07	Quality Management Plan (QMP)	80	\$7,147	\$11,249	\$18,396	\$1,840	\$20,236
1.08	QMP Requirements	40	\$3,573	\$5,625	\$9,198	\$920	\$10,118
1.09	Design Control	81	\$7,229	\$11,379	\$18,608	\$1,861	\$20,469
1.10	Control of Quality Records	241	\$13,975	\$19,810	\$33,784	\$3,378	\$37,163
1.11	Internal Quality Audits	48	\$3,471	\$5,464	\$8,935	\$894	\$9,829
1.12	Configuration Management	250	\$13,750	\$18,908	\$32,658	\$3,266	\$35,923
1.13	Project Meetings	361	\$30,365	\$48,015	\$78,380	\$7,838	\$86,218
1.14	Payment Procedures	200	\$17,867	\$28,123	\$45,990	\$4,599	\$50,589
TASK 2	RISK MANAGEMENT	622	\$60,514	\$95,948	\$156,462	\$15,646	\$172,108
	Risk Identification	88	\$8,585	\$13,616	\$22,201	\$2,220	\$24,421
	Preliminary Workshop	66	\$8,353	\$13,351	\$21,704	\$2,170	\$23,874
	Draft Risk Register	122	\$11,906	\$18,831	\$30,737	\$3,074	\$33,811
	Risk Management Workshop	92	\$8,787	\$14,041	\$22,828	\$2,283	\$25,111
	Risk Register	92	\$8,955	\$14,203	\$23,159	\$2,317	\$25,476
	Risk Management Plan	142	\$13,917	\$21,906	\$35,823	\$3,582	\$39,405
TASK 3	SYSTEM SECURITY & EMERGENCY MGMT	606	\$64,932	\$87,436	\$142,368	\$14,237	\$156,605
PHASE I - CONCEPTUAL & PRELIMINARY DESIGN							
PHASE IA - CONCEPTUAL DESIGN							
TASK 4.1	Data Collection & Design Criteria	400	\$24,531	\$38,863	\$63,394	\$6,339	\$69,733
TASK 4.2	Survey & Base Mapping	874	\$34,714	\$47,151	\$81,865	\$8,187	\$90,052
TASK 4.3	Right-of-Way Search	312	\$13,188	\$18,988	\$30,176	\$3,018	\$33,194
TASK 4.4	Utility Investigation	382	\$17,106	\$22,444	\$39,550	\$3,956	\$43,506
TASK 4.5	Initial Geotechnical Investigation	512	\$27,299	\$46,114	\$73,412	\$7,341	\$80,754
TASK 4.7	Navigation Study	300	\$22,130	\$34,832	\$56,962	\$5,696	\$62,658
TASK 4.8	Conceptual Design	5,519	\$326,433	\$498,630	\$825,063	\$82,508	\$907,569
1	Alignment Alternatives	723	\$45,049	\$71,704	\$116,753	\$11,675	\$128,429
2	Bridges	2,514	\$147,861	\$228,635	\$376,497	\$37,650	\$414,146
	Movable Span	1,000	\$69,507	\$109,404	\$178,912	\$17,891	\$196,803
	Approach Spans	1,514	\$78,354	\$119,231	\$197,585	\$19,759	\$217,344
3	Civil Design	340	\$18,084	\$28,785	\$46,869	\$4,687	\$51,556
4	Traction Power/Electrical	652	\$36,600	\$58,256	\$94,855	\$9,486	\$104,341
5	Constructability	374	\$25,622	\$40,078	\$65,700	\$6,570	\$72,270
6	Construction Cost	612	\$34,683	\$46,574	\$81,257	\$8,126	\$89,383
7	Construction Schedule	304	\$18,534	\$24,597	\$43,131	\$4,313	\$47,444
TASK 4.9	Feasibility Report	404	\$25,586	\$40,477	\$66,063	\$6,606	\$72,669
TASK 4.10	Value Engineering	933	\$64,368	\$93,214	\$157,580	\$15,758	\$173,338
TASK 4.11	NEPA Consultant Coordination	404	\$29,359	\$46,446	\$75,805	\$7,581	\$83,386
TOTAL PHASE IA		10,040	\$584,713	\$885,159	\$1,469,871	\$146,987	\$1,616,859
PHASE IB - PRELIMINARY DESIGN							
TASK 4.12	Preliminary Design	12,114	\$671,096	\$1,055,806	\$1,726,701	\$172,670	\$1,899,371
4.12.A	Update Design Criteria	100	\$7,632	\$12,073	\$19,706	\$1,971	\$21,676
4.12.B	Bridge Design	5,745	\$313,024	\$493,433	\$806,458	\$80,646	\$887,104
	Movable Span - Structural	1,919	\$113,012	\$177,881	\$290,892	\$29,089	\$319,982
	Movable Span - Electrical	885	\$40,969	\$64,485	\$105,454	\$10,545	\$115,999
	Movable Span - Mechanical	885	\$43,228	\$68,041	\$111,269	\$11,127	\$122,396
	Approach Spans	2,056	\$115,816	\$183,027	\$298,842	\$29,884	\$328,726
4.12.C	Track Design	395	\$26,470	\$42,132	\$68,601	\$6,860	\$75,461
4.12.D	Preliminary Civil Design	1,590	\$79,796	\$133,104	\$212,901	\$21,290	\$234,191
4.12.E	Buildings & Facilities	196	\$10,873	\$17,114	\$27,987	\$2,799	\$30,786
4.12.F	Traction Power/Electrical/Bridge Controls	2,186	\$116,821	\$185,668	\$302,490	\$30,249	\$332,738
	Traction Power	626	\$37,275	\$59,331	\$96,607	\$9,661	\$106,267
	Electrical	1,560	\$79,546	\$126,337	\$205,883	\$20,588	\$226,471
	Bridge Controls	0	\$0	\$0	\$0	\$0	\$0
4.12.G	Signal Systems	108	\$8,035	\$12,790	\$20,825	\$2,083	\$22,908
4.12.H	Communications	650	\$39,684	\$63,164	\$102,848	\$10,285	\$113,132
4.12.I	Cost & Schedule	1,144	\$68,759	\$96,127	\$164,886	\$16,489	\$181,374
TASK 4.13	Supplemental Survey	484	\$17,307	\$21,995	\$39,302	\$3,930	\$43,232
TASK 4.14	ROW & Property Acquisition (PAECE)	152	\$6,466	\$8,218	\$14,685	\$1,468	\$16,153
TASK 4.15	Utility Relocation	1,748	\$69,225	\$87,878	\$157,203	\$15,720	\$172,923
TASK 4.16	Detailed Geotech Investigation	8,680	\$399,785	\$722,380	\$1,122,165	\$112,217	\$1,234,382
TASK 4.18	As Directed - Preliminary Design	1,500	\$74,804	\$115,119	\$189,923	\$18,992	\$208,915
TOTAL PHASE IB		24,678	\$1,238,682	\$2,011,297	\$3,249,979	\$324,998	\$3,574,976
TOTAL PHASE I		34,718	\$1,823,394	\$2,896,456	\$4,719,850	\$471,985	\$5,191,835
TOTAL LABOR		42,341	\$2,416,245	\$3,818,045	\$6,234,290	\$623,429	\$6,857,719
DIRECT EXPENSES							\$2,522,322
TOTAL COST							\$9,380,041

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044
ESTIMATE BY FIRM/TASK

FIRM: Hardesty & Hanover

TASK	DESCRIPTION	TOTAL HOURS	SALARY	OVERHEAD	SUBTOTAL	FIXED FEE	TOTAL COST
TASK 1	PROJECT MANAGEMENT	2,435	\$217,735	\$342,715	\$560,450	\$56,045	\$616,495
1.01	Project Management Plan	1,407	\$130,459	\$205,342	\$335,801	\$33,580	\$369,381
1.02	Project Controls	0	\$0	\$0	\$0	\$0	\$0
1.03	Project Schedule	0	\$0	\$0	\$0	\$0	\$0
1.04	Records Management	0	\$0	\$0	\$0	\$0	\$0
1.05	Monthly Progress Reporting	160	\$14,294	\$22,498	\$36,792	\$3,679	\$40,471
1.06	Quality Control	180	\$13,017	\$20,489	\$33,507	\$3,351	\$36,857
1.07	Quality Management Plan (QMP)	80	\$7,147	\$11,249	\$18,396	\$1,840	\$20,236
1.08	QMP Requirements	40	\$3,573	\$5,625	\$9,198	\$920	\$10,118
1.09	Design Control	80	\$7,147	\$11,249	\$18,396	\$1,840	\$20,236
1.10	Control of Quality Records	40	\$2,893	\$4,553	\$7,446	\$745	\$8,191
1.11	Internal Quality Audits	48	\$3,471	\$5,464	\$8,935	\$894	\$9,829
1.12	Configuration Management	0	\$0	\$0	\$0	\$0	\$0
1.13	Project Meetings	200	\$17,867	\$28,123	\$45,990	\$4,599	\$50,589
1.14	Payment Procedures	200	\$17,867	\$28,123	\$45,990	\$4,599	\$50,589
TASK 2	RISK MANAGEMENT	592	\$58,021	\$91,325	\$149,346	\$14,935	\$164,281
	Risk Identification	80	\$7,841	\$12,341	\$20,182	\$2,018	\$22,200
	Preliminary Workshop	80	\$7,841	\$12,341	\$20,182	\$2,018	\$22,200
	Draft Risk Register	120	\$11,761	\$18,512	\$30,273	\$3,027	\$33,300
	Risk Management Workshop	80	\$7,841	\$12,341	\$20,182	\$2,018	\$22,200
	Risk Register	90	\$8,821	\$13,884	\$22,705	\$2,270	\$24,975
	Risk Management Plan	142	\$13,917	\$21,906	\$35,823	\$3,582	\$39,405
TASK 3	SYSTEM SECURITY & EMERGENCY MGMT	0	\$0	\$0	\$0	\$0	\$0
PHASE I - CONCEPTUAL & PRELIMINARY DESIGN							
PHASE IA - CONCEPTUAL DESIGN							
TASK 4.1	Data Collection & Design Criteria	180	\$10,356	\$16,300	\$26,656	\$2,666	\$29,321
TASK 4.2	Survey & Base Mapping	0	\$0	\$0	\$0	\$0	\$0
TASK 4.3	Right-of-Way Search	0	\$0	\$0	\$0	\$0	\$0
TASK 4.4	Utility Investigation	0	\$0	\$0	\$0	\$0	\$0
TASK 4.5	Initial Geotechnical Investigation	400	\$21,559	\$34,092	\$55,751	\$5,675	\$61,326
TASK 4.7	Navigation Study	300	\$22,130	\$34,832	\$56,962	\$5,696	\$62,658
TASK 4.8	Conceptual Design	1,841	\$120,631	\$189,874	\$310,505	\$31,051	\$341,556
1	Alignment Alternatives	0	\$0	\$0	\$0	\$0	\$0
2	Bridges	1,613	\$105,942	\$166,752	\$272,694	\$27,269	\$299,963
	Movable Span	1,000	\$69,507	\$109,404	\$178,912	\$17,891	\$196,803
	Approach Spans	613	\$36,435	\$57,348	\$93,782	\$9,378	\$103,161
3	Civil Design	0	\$0	\$0	\$0	\$0	\$0
4	Traction Power/Electrical	0	\$0	\$0	\$0	\$0	\$0
5	Constructability	60	\$4,823	\$7,592	\$12,415	\$1,242	\$13,657
6	Construction Cost	116	\$5,875	\$9,246	\$15,121	\$1,512	\$16,633
7	Construction Schedule	52	\$3,992	\$6,283	\$10,275	\$1,028	\$11,303
TASK 4.9	Feasibility Report	100	\$6,090	\$9,588	\$15,678	\$1,568	\$17,244
TASK 4.10	Value Engineering	160	\$10,905	\$17,165	\$28,070	\$2,807	\$30,877
TASK 4.11	NEPA Consultant Coordination	200	\$16,112	\$25,361	\$41,474	\$4,147	\$45,621
TOTAL PHASE IA		3,181	\$207,884	\$327,209	\$535,094	\$53,509	\$588,603
PHASE IB - PRELIMINARY DESIGN							
TASK 4.12	Preliminary Design	4,725	\$282,140	\$412,609	\$674,749	\$67,475	\$742,224
4.12.A	Update Design Criteria	50	\$4,241	\$6,675	\$10,916	\$1,092	\$12,008
4.12.B	Bridge Design	3,991	\$216,146	\$340,214	\$556,360	\$55,636	\$611,996
	Movable Span - Structural	1,919	\$113,012	\$177,881	\$290,892	\$29,089	\$319,982
	Movable Span - Electrical	885	\$40,969	\$64,485	\$105,454	\$10,545	\$115,999
	Movable Span - Mechanical	885	\$43,228	\$68,041	\$111,269	\$11,127	\$122,396
	Approach Spans	302	\$18,937	\$29,807	\$48,745	\$4,874	\$53,619
4.12.C	Track Design	0	\$0	\$0	\$0	\$0	\$0
4.12.D	Preliminary Civil Design	0	\$0	\$0	\$0	\$0	\$0
4.12.E	Buildings & Facilities	196	\$10,873	\$17,114	\$27,987	\$2,799	\$30,786
4.12.F	Traction Power/Electrical/Bridge Controls	0	\$0	\$0	\$0	\$0	\$0
	Traction Power	0	\$0	\$0	\$0	\$0	\$0
	Electrical	0	\$0	\$0	\$0	\$0	\$0
	Bridge Controls	0	\$0	\$0	\$0	\$0	\$0
4.12.G	Signal Systems	0	\$0	\$0	\$0	\$0	\$0
4.12.H	Communications	0	\$0	\$0	\$0	\$0	\$0
4.12.I	Cost & Schedule	488	\$30,880	\$48,605	\$79,485	\$7,948	\$87,433
TASK 4.13	Supplemental Survey	0	\$0	\$0	\$0	\$0	\$0
TASK 4.14	ROW & Property Acquisition (PAECE)	0	\$0	\$0	\$0	\$0	\$0
TASK 4.15	Utility Relocation	0	\$0	\$0	\$0	\$0	\$0
TASK 4.16	Detailed Geotech Investigation	5,180	\$253,234	\$398,591	\$651,825	\$65,183	\$717,008
TASK 4.18	As Directed - Preliminary Design	600	\$30,674	\$48,280	\$78,954	\$7,895	\$86,849
TOTAL PHASE IB		10,485	\$546,048	\$859,480	\$1,405,527	\$140,553	\$1,546,080
TOTAL PHASE I		13,666	\$753,932	\$1,186,689	\$1,940,621	\$194,062	\$2,134,683
TOTAL LABOR		16,693	\$1,029,688	\$1,620,729	\$2,650,417	\$265,042	\$2,915,458
DIRECT EXPENSES							\$1,139,694
TOTAL COST							\$4,055,152

**NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044
ESTIMATE BY FIRM/TASK**

FIRM: Gannett Fleming

TASK	DESCRIPTION	TOTAL HOURS	SALARY	OVERHEAD	SUBTOTAL	FIXED FEE	TOTAL COST
TASK 1	PROJECT MANAGEMENT	2,140	\$177,379	\$282,334	\$459,713	\$45,971	\$505,685
1.01	Project Management Plan	1,189	\$121,936	\$194,086	\$316,022	\$31,602	\$347,625
1.02	Project Controls	7	\$682	\$1,085	\$1,767	\$177	\$1,944
1.03	Project Schedule	697	\$35,139	\$55,931	\$91,071	\$9,107	\$100,178
1.04	Records Management	1	\$82	\$130	\$212	\$21	\$233
1.05	Monthly Progress Reporting	43	\$3,377	\$5,375	\$8,752	\$875	\$9,628
1.06	Quality Control	40	\$3,501	\$5,572	\$9,073	\$907	\$9,980
1.07	Quality Management Plan (QMP)	0	\$0	\$0	\$0	\$0	\$0
1.08	QMP Requirements	0	\$0	\$0	\$0	\$0	\$0
1.09	Design Control	1	\$82	\$130	\$212	\$21	\$233
1.10	Control of Quality Records	1	\$82	\$130	\$212	\$21	\$233
1.11	Internal Quality Audits	0	\$0	\$0	\$0	\$0	\$0
1.12	Configuration Management	0	\$0	\$0	\$0	\$0	\$0
1.13	Project Meetings	161	\$12,498	\$19,893	\$32,391	\$3,239	\$35,630
1.14	Payment Procedures	0	\$0	\$0	\$0	\$0	\$0
TASK 2	RISK MANAGEMENT	16	\$1,434	\$2,282	\$3,716	\$372	\$4,087
	Risk Identification	6	\$600	\$955	\$1,555	\$156	\$1,711
	Preliminary Workshop	2	\$200	\$318	\$518	\$52	\$570
	Draft Risk Register	0	\$0	\$0	\$0	\$0	\$0
	Risk Management Workshop	8	\$634	\$1,009	\$1,642	\$164	\$1,806
	Risk Register	0	\$0	\$0	\$0	\$0	\$0
	Risk Management Plan	0	\$0	\$0	\$0	\$0	\$0
TASK 3	SYSTEM SECURITY & EMERGENCY MGMT	606	\$54,932	\$87,436	\$142,368	\$14,237	\$156,605
PHASE I - CONCEPTUAL & PRELIMINARY DESIGN							
PHASE IA - CONCEPTUAL DESIGN							
TASK 4.1	Data Collection & Design Criteria	220	\$14,175	\$22,563	\$36,738	\$3,674	\$40,412
TASK 4.2	Survey & Base Mapping	168	\$9,454	\$15,049	\$24,503	\$2,450	\$26,953
TASK 4.3	Right-of-Way Search	12	\$709	\$1,129	\$1,838	\$184	\$2,022
TASK 4.4	Utility Investigation	32	\$2,194	\$3,492	\$5,686	\$569	\$6,254
TASK 4.5	Initial Geotechnical Investigation	12	\$709	\$1,129	\$1,838	\$184	\$2,022
TASK 4.7	Navigation Study	0	\$0	\$0	\$0	\$0	\$0
TASK 4.8	Conceptual Design	2,582	\$145,089	\$230,939	\$376,028	\$37,603	\$413,631
1	Alignment Alternatives	723	\$45,049	\$71,704	\$116,753	\$11,675	\$128,429
2	Bridges	485	\$24,284	\$38,652	\$62,936	\$6,294	\$69,230
	Movable Span	0	\$0	\$0	\$0	\$0	\$0
	Approach Spans	485	\$24,284	\$38,652	\$62,936	\$6,294	\$69,230
3	Civil Design	340	\$18,084	\$28,785	\$46,869	\$4,687	\$51,556
4	Traction Power/Electrical	652	\$38,600	\$58,256	\$94,855	\$9,486	\$104,341
5	Constructability	214	\$11,798	\$18,780	\$30,578	\$3,058	\$33,636
6	Construction Cost	116	\$6,282	\$9,999	\$16,280	\$1,628	\$17,908
7	Construction Schedule	52	\$2,992	\$4,763	\$7,756	\$776	\$8,531
TASK 4.9	Feasibility Report	296	\$19,060	\$30,337	\$49,397	\$4,840	\$54,336
TASK 4.10	Value Engineering	241	\$12,653	\$20,140	\$32,794	\$3,279	\$36,073
TASK 4.11	NEPA Consultant Coordination	204	\$13,247	\$21,085	\$34,332	\$3,433	\$37,765
TOTAL PHASE IA		3,767	\$217,291	\$345,862	\$563,152	\$56,315	\$619,468
PHASE IB - PRELIMINARY DESIGN							
TASK 4.12	Preliminary Design	6,248	\$351,230	\$559,053	\$910,284	\$91,028	\$1,001,312
4.12.A	Update Design Criteria	50	\$3,391	\$5,398	\$8,789	\$879	\$9,668
4.12.B	Bridge Design	1,566	\$88,733	\$141,237	\$229,970	\$22,997	\$252,967
	Movable Span - Structural	0	\$0	\$0	\$0	\$0	\$0
	Movable Span - Electrical	0	\$0	\$0	\$0	\$0	\$0
	Movable Span - Mechanical	0	\$0	\$0	\$0	\$0	\$0
	Approach Spans	1,566	\$88,733	\$141,237	\$229,970	\$22,997	\$252,967
4.12.C	Track Design	395	\$26,470	\$42,132	\$68,601	\$6,860	\$75,461
4.12.D	Preliminary Civil Design	1,400	\$69,933	\$111,313	\$181,246	\$18,125	\$199,371
4.12.E	Buildings & Facilities	0	\$0	\$0	\$0	\$0	\$0
4.12.F	Traction Power/Electrical/Bridge Controls	2,005	\$109,905	\$174,936	\$284,842	\$28,484	\$313,326
	Traction Power	626	\$37,275	\$59,337	\$96,607	\$9,667	\$106,267
	Electrical	1,379	\$72,630	\$115,605	\$188,235	\$18,824	\$207,059
	Bridge Controls	0	\$0	\$0	\$0	\$0	\$0
4.12.G	Signal Systems	108	\$8,035	\$12,790	\$20,825	\$2,083	\$22,908
4.12.H	Communications	650	\$39,684	\$63,164	\$102,848	\$10,285	\$113,132
4.12.I	Cost & Schedule	74	\$5,078	\$8,083	\$13,162	\$1,316	\$14,478
TASK 4.13	Supplemental Survey	0	\$0	\$0	\$0	\$0	\$0
TASK 4.14	ROW & Property Acquisition (PAECE)	0	\$0	\$0	\$0	\$0	\$0
TASK 4.15	Utility Relocation	0	\$0	\$0	\$0	\$0	\$0
TASK 4.16	Detailed Geotech Investigation	0	\$0	\$0	\$0	\$0	\$0
TASK 4.18	As Directed - Preliminary Design	600	\$33,524	\$53,360	\$86,884	\$8,688	\$95,572
TOTAL PHASE IB		6,848	\$384,754	\$612,413	\$997,168	\$99,717	\$1,096,884
TOTAL PHASE I		10,615	\$602,045	\$958,275	\$1,560,320	\$156,032	\$1,716,352
TOTAL LABOR		13,377	\$835,790	\$1,330,327	\$2,166,117	\$216,812	\$2,382,729
DIRECT EXPENSES							\$1,139,894
TOTAL COST							\$3,522,422

**NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044
ESTIMATE BY FIRM/TASK**

FIRM: Haley & Aldrich

TASK	DESCRIPTION	TOTAL HOURS	SALARY	OVERHEAD	SUBTOTAL	FIXED FEE	TOTAL COST
TASK 1	PROJECT MANAGEMENT	0	\$0	\$0	\$0	\$0	\$0
1.01	Project Management Plan	0	\$0	\$0	\$0	\$0	\$0
1.02	Project Controls	0	\$0	\$0	\$0	\$0	\$0
1.03	Project Schedule	0	\$0	\$0	\$0	\$0	\$0
1.04	Records Management	0	\$0	\$0	\$0	\$0	\$0
1.05	Monthly Progress Reporting	0	\$0	\$0	\$0	\$0	\$0
1.06	Quality Control	0	\$0	\$0	\$0	\$0	\$0
1.07	Quality Management Plan (QMP)	0	\$0	\$0	\$0	\$0	\$0
1.08	QMP Requirements	0	\$0	\$0	\$0	\$0	\$0
1.09	Design Control	0	\$0	\$0	\$0	\$0	\$0
1.10	Control of Quality Records	0	\$0	\$0	\$0	\$0	\$0
1.11	Internal Quality Audits	0	\$0	\$0	\$0	\$0	\$0
1.12	Configuration Management	0	\$0	\$0	\$0	\$0	\$0
1.13	Project Meetings	0	\$0	\$0	\$0	\$0	\$0
1.14	Payment Procedures	0	\$0	\$0	\$0	\$0	\$0
TASK 2	RISK MANAGEMENT	14	\$1,060	\$2,341	\$3,400	\$340	\$3,741
	Risk Identification	2	\$145	\$320	\$464	\$46	\$511
	Preliminary Workshop	4	\$313	\$691	\$1,004	\$100	\$1,104
	Draft Risk Register	2	\$145	\$320	\$464	\$46	\$511
	Risk Management Workshop	4	\$313	\$691	\$1,004	\$100	\$1,104
	Risk Register	2	\$145	\$320	\$464	\$46	\$511
	Risk Management Plan	0	\$0	\$0	\$0	\$0	\$0
TASK 3	SYSTEM SECURITY & EMERGENCY MGMT	0	\$0	\$0	\$0	\$0	\$0
PHASE I - CONCEPTUAL & PRELIMINARY DESIGN							
PHASE IA - CONCEPTUAL DESIGN							
TASK 4.1	Data Collection & Design Criteria	0	\$0	\$0	\$0	\$0	\$0
TASK 4.2	Survey & Base Mapping	0	\$0	\$0	\$0	\$0	\$0
TASK 4.3	Right-of-Way Search	0	\$0	\$0	\$0	\$0	\$0
TASK 4.4	Utility Investigation	0	\$0	\$0	\$0	\$0	\$0
TASK 4.5	Initial Geotechnical Investigation	100	\$4,930	\$10,893	\$15,823	\$1,582	\$17,405
TASK 4.7	Navigation Study	0	\$0	\$0	\$0	\$0	\$0
TASK 4.8	Conceptual Design	0	\$0	\$0	\$0	\$0	\$0
1	Alignment Alternatives	0	\$0	\$0	\$0	\$0	\$0
2	Bridges	0	\$0	\$0	\$0	\$0	\$0
	Movable Span	0	\$0	\$0	\$0	\$0	\$0
	Approach Spans	0	\$0	\$0	\$0	\$0	\$0
3	Civil Design	0	\$0	\$0	\$0	\$0	\$0
4	Traction Power/Electrical	0	\$0	\$0	\$0	\$0	\$0
5	Constructability	0	\$0	\$0	\$0	\$0	\$0
6	Construction Cost	0	\$0	\$0	\$0	\$0	\$0
7	Construction Schedule	0	\$0	\$0	\$0	\$0	\$0
TASK 4.9	Feasibility Report	0	\$0	\$0	\$0	\$0	\$0
TASK 4.10	Value Engineering	0	\$0	\$0	\$0	\$0	\$0
TASK 4.11	NEPA Consultant Coordination	0	\$0	\$0	\$0	\$0	\$0
TOTAL PHASE IA		100	\$4,930	\$10,893	\$15,823	\$1,582	\$17,405
PHASE IB - PRELIMINARY DESIGN							
TASK 4.12	Preliminary Design	190	\$9,863	\$21,791	\$31,654	\$3,165	\$34,820
4.12.A	Update Design Criteria	0	\$0	\$0	\$0	\$0	\$0
4.12.B	Bridge Design	0	\$0	\$0	\$0	\$0	\$0
	Movable Span - Structural	0	\$0	\$0	\$0	\$0	\$0
	Movable Span - Electrical	0	\$0	\$0	\$0	\$0	\$0
	Movable Span - Mechanical	0	\$0	\$0	\$0	\$0	\$0
	Approach Spans	0	\$0	\$0	\$0	\$0	\$0
4.12.C	Track Design	0	\$0	\$0	\$0	\$0	\$0
4.12.D	Preliminary Civil Design	190	\$9,863	\$21,791	\$31,654	\$3,165	\$34,820
4.12.E	Buildings & Facilities	0	\$0	\$0	\$0	\$0	\$0
4.12.F	Traction Power/Electrical/Bridge Controls	0	\$0	\$0	\$0	\$0	\$0
	Traction Power	0	\$0	\$0	\$0	\$0	\$0
	Electrical	0	\$0	\$0	\$0	\$0	\$0
	Bridge Controls	0	\$0	\$0	\$0	\$0	\$0
4.12.G	Signal Systems	0	\$0	\$0	\$0	\$0	\$0
4.12.H	Communications	0	\$0	\$0	\$0	\$0	\$0
4.12.I	Cost & Schedule	0	\$0	\$0	\$0	\$0	\$0
TASK 4.13	Supplemental Survey	0	\$0	\$0	\$0	\$0	\$0
TASK 4.14	ROW & Property Acquisition (PAECE)	0	\$0	\$0	\$0	\$0	\$0
TASK 4.15	Utility Relocation	0	\$0	\$0	\$0	\$0	\$0
TASK 4.16	Detailed Geotech Investigation	3,520	\$146,551	\$323,789	\$470,340	\$47,034	\$517,374
TASK 4.16	As Directed - Preliminary Design	0	\$0	\$0	\$0	\$0	\$0
TOTAL PHASE IB		3,710	\$156,414	\$345,581	\$501,995	\$50,199	\$552,194
TOTAL PHASE I		3,810	\$161,344	\$356,474	\$517,818	\$51,782	\$569,600
TOTAL LABOR		3,824	\$162,404	\$358,815	\$521,218	\$52,122	\$573,340
DIRECT EXPENSES							\$31,755
TOTAL COST							\$605,095

**NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044
ESTIMATE BY FIRM/TASK**

FIRM: **Griffin**

TASK	DESCRIPTION	TOTAL HOURS	SALARY	OVERHEAD	SUBTOTAL	FIXED FEE	TOTAL COST
TASK 1	PROJECT MANAGEMENT	0	\$0	\$0	\$0	\$0	\$0
1.01	Project Management Plan	0	\$0	\$0	\$0	\$0	\$0
1.02	Project Controls	0	\$0	\$0	\$0	\$0	\$0
1.03	Project Schedule	0	\$0	\$0	\$0	\$0	\$0
1.04	Records Management	0	\$0	\$0	\$0	\$0	\$0
1.05	Monthly Progress Reporting	0	\$0	\$0	\$0	\$0	\$0
1.06	Quality Control	0	\$0	\$0	\$0	\$0	\$0
1.07	Quality Management Plan (QMP)	0	\$0	\$0	\$0	\$0	\$0
1.08	QMP Requirements	0	\$0	\$0	\$0	\$0	\$0
1.09	Design Control	0	\$0	\$0	\$0	\$0	\$0
1.10	Control of Quality Records	0	\$0	\$0	\$0	\$0	\$0
1.11	Internal Quality Audits	0	\$0	\$0	\$0	\$0	\$0
1.12	Configuration Management	0	\$0	\$0	\$0	\$0	\$0
1.13	Project Meetings	0	\$0	\$0	\$0	\$0	\$0
1.14	Payment Procedures	0	\$0	\$0	\$0	\$0	\$0
TASK 2	RISK MANAGEMENT	0	\$0	\$0	\$0	\$0	\$0
	Risk Identification	0	\$0	\$0	\$0	\$0	\$0
	Preliminary Workshop	0	\$0	\$0	\$0	\$0	\$0
	Draft Risk Register	0	\$0	\$0	\$0	\$0	\$0
	Risk Management Workshop	0	\$0	\$0	\$0	\$0	\$0
	Risk Register	0	\$0	\$0	\$0	\$0	\$0
	Risk Management Plan	0	\$0	\$0	\$0	\$0	\$0
TASK 3	SYSTEM SECURITY & EMERGENCY MGMT	0	\$0	\$0	\$0	\$0	\$0
PHASE I - CONCEPTUAL & PRELIMINARY DESIGN							
PHASE IA - CONCEPTUAL DESIGN							
TASK 4.1	Data Collection & Design Criteria	0	\$0	\$0	\$0	\$0	\$0
TASK 4.2	Survey & Base Mapping	0	\$0	\$0	\$0	\$0	\$0
TASK 4.3	Right-of-Way Search	0	\$0	\$0	\$0	\$0	\$0
TASK 4.4	Utility Investigation	0	\$0	\$0	\$0	\$0	\$0
TASK 4.5	Initial Geotechnical Investigation	0	\$0	\$0	\$0	\$0	\$0
TASK 4.7	Navigation Study	0	\$0	\$0	\$0	\$0	\$0
TASK 4.8	Conceptual Design	100	\$9,000	\$13,707	\$22,707	\$2,271	\$24,978
1	Alignment Alternatives	0	\$0	\$0	\$0	\$0	\$0
2	Bridges	0	\$0	\$0	\$0	\$0	\$0
	Movable Span	0	\$0	\$0	\$0	\$0	\$0
	Approach Spans	0	\$0	\$0	\$0	\$0	\$0
3	Civil Design	0	\$0	\$0	\$0	\$0	\$0
4	Traction Power/Electrical	0	\$0	\$0	\$0	\$0	\$0
5	Constructability	100	\$9,000	\$13,707	\$22,707	\$2,271	\$24,978
6	Construction Cost	0	\$0	\$0	\$0	\$0	\$0
7	Construction Schedule	0	\$0	\$0	\$0	\$0	\$0
TASK 4.9	Feasibility Report	0	\$0	\$0	\$0	\$0	\$0
TASK 4.10	Value Engineering	0	\$0	\$0	\$0	\$0	\$0
TASK 4.11	NEPA Consultant Coordination	0	\$0	\$0	\$0	\$0	\$0
TOTAL PHASE IA		100	\$9,000	\$13,707	\$22,707	\$2,271	\$24,978
PHASE IB - PRELIMINARY DESIGN							
TASK 4.12	Preliminary Design	0	\$0	\$0	\$0	\$0	\$0
4.12.A	Update Design Criteria	0	\$0	\$0	\$0	\$0	\$0
4.12.B	Bridge Design	0	\$0	\$0	\$0	\$0	\$0
	Movable Span - Structural	0	\$0	\$0	\$0	\$0	\$0
	Movable Span - Electrical	0	\$0	\$0	\$0	\$0	\$0
	Movable Span - Mechanical	0	\$0	\$0	\$0	\$0	\$0
	Approach Spans	0	\$0	\$0	\$0	\$0	\$0
4.12.C	Track Design	0	\$0	\$0	\$0	\$0	\$0
4.12.D	Preliminary Civil Design	0	\$0	\$0	\$0	\$0	\$0
4.12.E	Buildings & Facilities	0	\$0	\$0	\$0	\$0	\$0
4.12.F	Traction Power/Electrical/Bridge Controls	0	\$0	\$0	\$0	\$0	\$0
	Traction Power	0	\$0	\$0	\$0	\$0	\$0
	Electrical	0	\$0	\$0	\$0	\$0	\$0
	Bridge Controls	0	\$0	\$0	\$0	\$0	\$0
4.12.G	Signal Systems	0	\$0	\$0	\$0	\$0	\$0
4.12.H	Communications	0	\$0	\$0	\$0	\$0	\$0
4.12.I	Cost & Schedule	0	\$0	\$0	\$0	\$0	\$0
TASK 4.13	Supplemental Survey	0	\$0	\$0	\$0	\$0	\$0
TASK 4.14	ROW & Property Acquisition (PAECE)	0	\$0	\$0	\$0	\$0	\$0
TASK 4.15	Utility Relocation	0	\$0	\$0	\$0	\$0	\$0
TASK 4.16	Detailed Geotech Investigation	0	\$0	\$0	\$0	\$0	\$0
TASK 4.18	As Directed - Preliminary Design	0	\$0	\$0	\$0	\$0	\$0
TOTAL PHASE IB		0	\$0	\$0	\$0	\$0	\$0
TOTAL PHASE I		100	\$9,000	\$13,707	\$22,707	\$2,271	\$24,978
TOTAL LABOR		100	\$9,000	\$13,707	\$22,707	\$2,271	\$24,978
DIRECT EXPENSES							\$220
TOTAL COST							\$25,198

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044
ESTIMATE BY FIRM/TASK

FIRM: RadIn

TASK	DESCRIPTION	TOTAL HOURS	SALARY	OVERHEAD	SUBTOTAL	FIXED FEE	TOTAL COST
TASK 1	PROJECT MANAGEMENT	0	\$0	\$0	\$0	\$0	\$0
1.01	Project Management Plan	0	\$0	\$0	\$0	\$0	\$0
1.02	Project Controls	0	\$0	\$0	\$0	\$0	\$0
1.03	Project Schedule	0	\$0	\$0	\$0	\$0	\$0
1.04	Records Management	0	\$0	\$0	\$0	\$0	\$0
1.05	Monthly Progress Reporting	0	\$0	\$0	\$0	\$0	\$0
1.06	Quality Control	0	\$0	\$0	\$0	\$0	\$0
1.07	Quality Management Plan (QMP)	0	\$0	\$0	\$0	\$0	\$0
1.08	QMP Requirements	0	\$0	\$0	\$0	\$0	\$0
1.09	Design Control	0	\$0	\$0	\$0	\$0	\$0
1.10	Control of Quality Records	0	\$0	\$0	\$0	\$0	\$0
1.11	Internal Quality Audits	0	\$0	\$0	\$0	\$0	\$0
1.12	Configuration Management	0	\$0	\$0	\$0	\$0	\$0
1.13	Project Meetings	0	\$0	\$0	\$0	\$0	\$0
1.14	Payment Procedures	0	\$0	\$0	\$0	\$0	\$0
TASK 2	RISK MANAGEMENT	0	\$0	\$0	\$0	\$0	\$0
	Risk Identification	0	\$0	\$0	\$0	\$0	\$0
	Preliminary Workshop	0	\$0	\$0	\$0	\$0	\$0
	Draft Risk Register	0	\$0	\$0	\$0	\$0	\$0
	Risk Management Workshop	0	\$0	\$0	\$0	\$0	\$0
	Risk Register	0	\$0	\$0	\$0	\$0	\$0
	Risk Management Plan	0	\$0	\$0	\$0	\$0	\$0
TASK 3	SYSTEM SECURITY & EMERGENCY MGMT	0	\$0	\$0	\$0	\$0	\$0
PHASE I - CONCEPTUAL & PRELIMINARY DESIGN							
PHASE IA - CONCEPTUAL DESIGN							
TASK 4.1	Data Collection & Design Criteria	0	\$0	\$0	\$0	\$0	\$0
TASK 4.2	Survey & Base Mapping	0	\$0	\$0	\$0	\$0	\$0
TASK 4.3	Right-of-Way Search	0	\$0	\$0	\$0	\$0	\$0
TASK 4.4	Utility Investigation	0	\$0	\$0	\$0	\$0	\$0
TASK 4.5	Initial Geotechnical Investigation	0	\$0	\$0	\$0	\$0	\$0
TASK 4.7	Navigation Study	0	\$0	\$0	\$0	\$0	\$0
TASK 4.8	Conceptual Design	0	\$0	\$0	\$0	\$0	\$0
1	Alignment Alternatives	0	\$0	\$0	\$0	\$0	\$0
2	Bridges	0	\$0	\$0	\$0	\$0	\$0
	Movable Span	0	\$0	\$0	\$0	\$0	\$0
	Approach Spans	0	\$0	\$0	\$0	\$0	\$0
3	Civil Design	0	\$0	\$0	\$0	\$0	\$0
4	Traction Power/Electrical	0	\$0	\$0	\$0	\$0	\$0
5	Constructability	0	\$0	\$0	\$0	\$0	\$0
6	Construction Cost	0	\$0	\$0	\$0	\$0	\$0
7	Construction Schedule	0	\$0	\$0	\$0	\$0	\$0
TASK 4.9	Feasibility Report	0	\$0	\$0	\$0	\$0	\$0
TASK 4.10	Value Engineering	0	\$0	\$0	\$0	\$0	\$0
TASK 4.11	NEPA Consultant Coordination	0	\$0	\$0	\$0	\$0	\$0
TOTAL PHASE IA		0	\$0	\$0	\$0	\$0	\$0
PHASE IB - PRELIMINARY DESIGN							
TASK 4.12	Preliminary Design	281	\$10,737	\$16,661	\$27,398	\$2,740	\$30,137
4.12.A	Update Design Criteria	0	\$0	\$0	\$0	\$0	\$0
4.12.B	Bridge Design	100	\$3,821	\$5,929	\$9,750	\$975	\$10,725
	Movable Span - Structural	0	\$0	\$0	\$0	\$0	\$0
	Movable Span - Electrical	0	\$0	\$0	\$0	\$0	\$0
	Movable Span - Mechanical	0	\$0	\$0	\$0	\$0	\$0
	Approach Spans	100	\$3,821	\$5,929	\$9,750	\$975	\$10,725
4.12.C	Track Design	0	\$0	\$0	\$0	\$0	\$0
4.12.D	Preliminary Civil Design	0	\$0	\$0	\$0	\$0	\$0
4.12.E	Buildings & Facilities	0	\$0	\$0	\$0	\$0	\$0
4.12.F	Traction Power/Electrical/Bridge Controls	181	\$6,916	\$10,732	\$17,648	\$1,765	\$19,412
	Traction Power	0	\$0	\$0	\$0	\$0	\$0
	Electrical	181	\$6,916	\$10,732	\$17,648	\$1,765	\$19,412
	Bridge Controls	0	\$0	\$0	\$0	\$0	\$0
4.12.G	Signal Systems	0	\$0	\$0	\$0	\$0	\$0
4.12.H	Communications	0	\$0	\$0	\$0	\$0	\$0
4.12.I	Cost & Schedule	0	\$0	\$0	\$0	\$0	\$0
TASK 4.13	Supplemental Survey	0	\$0	\$0	\$0	\$0	\$0
TASK 4.14	ROW & Property Acquisition (PAECE)	0	\$0	\$0	\$0	\$0	\$0
TASK 4.15	Utility Relocation	0	\$0	\$0	\$0	\$0	\$0
TASK 4.16	Detailed Geotech Investigation	0	\$0	\$0	\$0	\$0	\$0
TASK 4.18	As Directed - Preliminary Design	0	\$0	\$0	\$0	\$0	\$0
TOTAL PHASE IB		281	\$10,737	\$16,661	\$27,398	\$2,740	\$30,137
TOTAL PHASE I		281	\$10,737	\$16,661	\$27,398	\$2,740	\$30,137
TOTAL LABOR		281	\$10,737	\$16,661	\$27,398	\$2,740	\$30,137
DIRECT EXPENSES							\$220
TOTAL COST							\$30,357

**NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044
ESTIMATE BY FIRM/TASK**

FIRM: **SJH**

TASK	DESCRIPTION	TOTAL HOURS	SALARY	OVERHEAD	SUBTOTAL	FIXED FEE	TOTAL COST
TASK 1	PROJECT MANAGEMENT	0	\$0	\$0	\$0	\$0	\$0
1.01	Project Management Plan	0	\$0	\$0	\$0	\$0	\$0
1.02	Project Controls	0	\$0	\$0	\$0	\$0	\$0
1.03	Project Schedule	0	\$0	\$0	\$0	\$0	\$0
1.04	Records Management	0	\$0	\$0	\$0	\$0	\$0
1.05	Monthly Progress Reporting	0	\$0	\$0	\$0	\$0	\$0
1.06	Quality Control	0	\$0	\$0	\$0	\$0	\$0
1.07	Quality Management Plan (QMP)	0	\$0	\$0	\$0	\$0	\$0
1.08	QMP Requirements	0	\$0	\$0	\$0	\$0	\$0
1.09	Design Control	0	\$0	\$0	\$0	\$0	\$0
1.10	Control of Quality Records	0	\$0	\$0	\$0	\$0	\$0
1.11	Internal Quality Audits	0	\$0	\$0	\$0	\$0	\$0
1.12	Configuration Management	0	\$0	\$0	\$0	\$0	\$0
1.13	Project Meetings	0	\$0	\$0	\$0	\$0	\$0
1.14	Payment Procedures	0	\$0	\$0	\$0	\$0	\$0
TASK 2	RISK MANAGEMENT	0	\$0	\$0	\$0	\$0	\$0
	Risk Identification	0	\$0	\$0	\$0	\$0	\$0
	Preliminary Workshop	0	\$0	\$0	\$0	\$0	\$0
	Draft Risk Register	0	\$0	\$0	\$0	\$0	\$0
	Risk Management Workshop	0	\$0	\$0	\$0	\$0	\$0
	Risk Register	0	\$0	\$0	\$0	\$0	\$0
	Risk Management Plan	0	\$0	\$0	\$0	\$0	\$0
TASK 3	SYSTEM SECURITY & EMERGENCY MGMT	0	\$0	\$0	\$0	\$0	\$0
PHASE I - CONCEPTUAL & PRELIMINARY DESIGN							
PHASE IA - CONCEPTUAL DESIGN							
TASK 4.1	Data Collection & Design Criteria	0	\$0	\$0	\$0	\$0	\$0
TASK 4.2	Survey & Base Mapping	0	\$0	\$0	\$0	\$0	\$0
TASK 4.3	Right-of-Way Search	0	\$0	\$0	\$0	\$0	\$0
TASK 4.4	Utility Investigation	0	\$0	\$0	\$0	\$0	\$0
TASK 4.5	Initial Geotechnical Investigation	0	\$0	\$0	\$0	\$0	\$0
TASK 4.7	Navigation Study	0	\$0	\$0	\$0	\$0	\$0
TASK 4.8	Conceptual Design	176	\$10,301	\$14,422	\$24,723	\$2,472	\$27,196
1	Alignment Alternatives	0	\$0	\$0	\$0	\$0	\$0
2	Bridges	116	\$6,332	\$8,865	\$15,197	\$1,520	\$16,717
	Movable Span		\$0	\$0	\$0	\$0	\$0
	Approach Spans	116	\$6,332	\$8,865	\$15,197	\$1,520	\$16,717
3	Civil Design	0	\$0	\$0	\$0	\$0	\$0
4	Traction Power/Electrical	0	\$0	\$0	\$0	\$0	\$0
5	Constructability	0	\$0	\$0	\$0	\$0	\$0
6	Construction Cost	60	\$3,969	\$5,557	\$9,526	\$953	\$10,479
7	Construction Schedule	0	\$0	\$0	\$0	\$0	\$0
TASK 4.9	Feasibility Report	0	\$0	\$0	\$0	\$0	\$0
TASK 4.10	Value Engineering	0	\$0	\$0	\$0	\$0	\$0
TASK 4.11	NEPA Consultant Coordination	0	\$0	\$0	\$0	\$0	\$0
TOTAL PHASE IA		176	\$10,301	\$14,422	\$24,723	\$2,472	\$27,196
PHASE IB - PRELIMINARY DESIGN							
TASK 4.12	Preliminary Design	136	\$7,578	\$10,610	\$18,188	\$1,819	\$20,007
4.12.A	Update Design Criteria	0	\$0	\$0	\$0	\$0	\$0
4.12.B	Bridge Design	88	\$4,324	\$6,053	\$10,377	\$1,038	\$11,415
	Movable Span - Structural	0	\$0	\$0	\$0	\$0	\$0
	Movable Span - Electrical	0	\$0	\$0	\$0	\$0	\$0
	Movable Span - Mechanical	0	\$0	\$0	\$0	\$0	\$0
	Approach Spans	88	\$4,324	\$6,053	\$10,377	\$1,038	\$11,415
4.12.C	Track Design	0	\$0	\$0	\$0	\$0	\$0
4.12.D	Preliminary Civil Design	0	\$0	\$0	\$0	\$0	\$0
4.12.E	Buildings & Facilities	0	\$0	\$0	\$0	\$0	\$0
4.12.F	Traction Power/Electrical/Bridge Controls	0	\$0	\$0	\$0	\$0	\$0
	Traction Power	0	\$0	\$0	\$0	\$0	\$0
	Electrical	0	\$0	\$0	\$0	\$0	\$0
	Bridge Controls	0	\$0	\$0	\$0	\$0	\$0
4.12.G	Signal Systems	0	\$0	\$0	\$0	\$0	\$0
4.12.H	Communications	0	\$0	\$0	\$0	\$0	\$0
4.12.I	Cost & Schedule	48	\$3,254	\$4,556	\$7,811	\$781	\$8,592
TASK 4.13	Supplemental Survey	0	\$0	\$0	\$0	\$0	\$0
TASK 4.14	ROW & Property Acquisition (PAECE)	0	\$0	\$0	\$0	\$0	\$0
TASK 4.15	Utility Relocation	0	\$0	\$0	\$0	\$0	\$0
TASK 4.16	Detailed Geotech Investigation	0	\$0	\$0	\$0	\$0	\$0
TASK 4.18	As Directed - Preliminary Design	0	\$0	\$0	\$0	\$0	\$0
TOTAL PHASE IB		136	\$7,578	\$10,610	\$18,188	\$1,819	\$20,007
TOTAL PHASE I		312	\$17,880	\$25,032	\$42,911	\$4,291	\$47,202
TOTAL LABOR		312	\$17,880	\$25,032	\$42,911	\$4,291	\$47,202
DIRECT EXPENSES							\$220
TOTAL COST							\$47,422

NJ TRANSIT RFP No. 15-044

Design, Engineering and Construction Assistance Services
for the Replacement of Raritan River Bridge

**COST & FEE RECAP BY
FIRM/TASK/INDIVIDUAL
(RFP ATTACHMENT F-3)**

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044

ESTIMATE BY INDIVIDUAL/TASK					
TASK:			FIRM:		
PROJECT TOTAL			H&H / GANNETT FLEMING JV		
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
HARDESTY & HANOVER			OVERHEAD RATE 187.40%		
TECHNICAL STAFF					
1	Visha Szumanski, PE	PM, STR Eng VIII	1,460	\$98.88	\$141,418
2	Charlie Gear, PE	Risk Manager	592	\$98.01	\$58,021
3	David Tuckman, PE	DPM, STR Eng VII	767	\$81.81	\$62,748
4	Steve Hanacker, PE, SE	QA/QC, STR Eng VI	268	\$72.32	\$19,381
5	Steve Hom, PE	STR Eng VII	60	\$80.39	\$4,823
6	Peter Roody, PE	STR Eng VIII	472	\$86.51	\$40,832
7	Michael Hawkins, PE	STR Eng VIII	370	\$106.14	\$39,271
8	Steve Mikucki, PE	MECH Eng VII	270	\$86.43	\$23,335
9	Alex Noble, PE	ELEC Eng VI	279	\$70.29	\$19,611
10	Paul Connolly, PE	STR Eng VII	333	\$80.09	\$26,671
11	Glen Schetelch, PE	STR Eng VIII	204	\$109.79	\$22,398
12	Raymond Mankbadi, PE	STR Eng VIII	690	\$86.58	\$59,740
13	Mihnac Yegian, PE, PhD	STR Eng VIII	103	\$76.13	\$7,841
14	David Marcic, PE, SE	STR Eng VI	318	\$72.55	\$23,072
15	Jerry DiMaggio, PE	STR Eng VIII	60	\$76.13	\$4,568
16	David Gerber, PE	STR Eng VI	225	\$75.63	\$17,016
17	Drew DeleDonne, RA	STR Eng VI	80	\$69.83	\$5,587
SUPPORT STAFF					
18	Support Staff	STR I-V	6,984	\$46.04	\$321,546
19	Support Staff	MECH I-V	810	\$46.04	\$37,293
20	Support Staff	ELEC I-V	808	\$46.04	\$37,109
21	Support Staff	CAD/ADMIN	1,542	\$37.23	\$57,409
GANNETT FLEMING			OVERHEAD RATE 188.17%		
TECHNICAL STAFF					
1	Richard Cross, PE	DPM	1,272	\$105.40	\$134,089
2	David Howell, PE	Rail Sys. Lead	940	\$64.70	\$60,816
3	Bruce Smith	Quality Control	0	\$63.80	\$0
4	Robert Matthews, PE	Civil Lead	382	\$79.20	\$30,254
5	Steven Zapolichny, PE	Site/Civil	534	\$43.70	\$23,336
6	Agneszka Lapinski, PE	Sr. Structural	186	\$72.00	\$13,392
7	John Legath, PE	Track	731	\$64.10	\$46,857
8	Terry Shantz, PE	Can/Trans	48	\$99.20	\$4,782
9	Bryan Shober, PE	Can/Trans	198	\$84.30	\$16,691
10	Grag Nazarov	Rail Ops	62	\$79.20	\$4,910
11	Ian Martin	Rail Ops	78	\$76.60	\$5,975
12	Neil Walker	Comms	185	\$73.70	\$13,635
13	James Sgro	Comms	80	\$90.00	\$7,200
14	Theodore Bandy, PE	Sys. Integ.	123	\$100.00	\$12,300
15	Stephen Barkovich	Sys. Integ.	488	\$59.10	\$28,841
16	Richard Lentz	Signals	49	\$81.90	\$4,013
17	Joseph Bonaduce	Signals	78	\$100.70	\$7,855
18	Alreza Edraki, PE, PMP	Safety & Sec.	460	\$99.60	\$45,816
19	McEwan van der Merwe, CPP	Safety & Sec.	360	\$77.70	\$27,972
19	Ramesh Rajagopal, PE	Hydraulics & Hydrology	0	\$73.30	\$0
SUPPORT STAFF					
20	Technical Support Staff	Eng. Staff	5,506	\$50.37	\$277,337
21	Administrative Support Staff	CAD/ADMIN	1,617	\$43.14	\$69,757
HALEY & ALDRICH			OVERHEAD RATE 228.34%		
TECHNICAL STAFF					
1	Ed Zemskie, PE	Lead Geotechnical Eng.	275	\$84.06	\$23,117
2	Project Engineer	Project Engineer	399	\$60.60	\$24,179
3	Engineering Staff	Eng Staff	410	\$50.69	\$20,783
4	Junior Engineering Staff	Jr. Eng Staff	2,410	\$34.99	\$84,326
SUPPORT STAFF					
5	CADD/Project Assistant	CAD/ADMIN	330	\$30.30	\$9,999
GRIFFIN ENGINEERING			OVERHEAD RATE 182.38%		
TECHNICAL STAFF					
1	Joe Griffin, PE	Const. Rev.	100	\$90.00	\$9,000

NON - DBE FIRMS DBE FIRMS					
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
NAIK CONSULTING GROUP			OVERHEAD RATE 127.09%		
TECHNICAL STAFF					
1	John Tan, PE	PM	154	\$90.56	\$13,948
2	Rich Baron	SURV PM	88	\$58.30	\$5,014
3	Project Surveyor	SURV Proj. Surv.	168	\$47.50	\$7,980
4	Party Chief	SURV Inst. Tech.	408	\$37.21	\$15,182
5	Instrument Technician	SURV Inst. Tech.	408	\$28.62	\$11,877
6	Ron Rotunno, PE	UTIL Mgr	116	\$74.66	\$8,661
7	Senior Utility Engineer	UTIL Sen. Eng	280	\$45.79	\$12,821
8	Utility Engineering Staff	UTIL Eng Staff	780	\$37.79	\$29,476
9	Senior Structural Engineer	STR Sen. Eng	128	\$54.50	\$6,976
10	Structural Engineering Staff	STR Eng Staff	422	\$29.22	\$12,331
SUPPORT STAFF					
11	CAD Manager	CAD Mgr	64	\$58.19	\$3,724
12	CAD Technicians	CAD Tech	1,390	\$30.54	\$42,451
ENVISION			OVERHEAD RATE 137.51%		
TECHNICAL STAFF					
1	Kurt Buettler	Doc. Ctrl. Mgr	1,370	\$42.00	\$57,540
2	Thomas Hartley	VE Team Lead	204	\$94.40	\$19,258
3	Configuration Management	Config Mgmt.	450	\$55.00	\$24,750
4	Value Engineering Team	VE Team	258	\$75.52	\$19,333
SUPPORT STAFF					
5	Administration	Admin	58	\$21.40	\$1,198
JCMS			OVERHEAD RATE 117.32%		
TECHNICAL STAFF					
1	K. Meehan	Senior Est.	482	\$63.67	\$29,416
2	Junior Estimator	Junior Est.	248	\$46.20	\$11,458
3	Project Controls	PC	304	\$57.75	\$17,556
RADIN			OVERHEAD RATE 188.17%		
TECHNICAL STAFF					
1	Chitra Radin	Disc. Lead	0	\$100.00	\$0
SUPPORT STAFF					
2	Beth Uczynski	CAD IV	281	\$38.21	\$10,737
SJH			OVERHEAD RATE 148.06%		
TECHNICAL STAFF					
1	S. Jayakumanan	Civil Eng VIII	52	\$84.24	\$4,380
2	Senior Engineering Staff	Sen Eng Staff	158	\$59.58	\$9,294
3	Engineering Staff	Eng. Staff	104	\$40.43	\$4,205

TEAM SUMMARY		
TOTAL ESTIMATED HOURS		42,341
Total Salary		\$2,416,248
Overhead		\$3,818,048
Subtotal		\$6,234,296
Fixed Fee	10%	\$623,429
Total Direct Costs		\$2,522,322
TOTAL COST		\$9,380,041

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044

ESTIMATE BY INDIVIDUAL/TASK					
TASK:			FIRM:		
1 Project Management			H&H / GANNETT FLEMING JV		
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
HARDESTY & HAROVER					
OVERHEAD RATE 187.40%					
TECHNICAL STAFF					
1	Visha Szumarski, PE	PM, STR Eng VIII	1,400	\$98.86	\$135,608
2	Charles Geer, PE	Risk Manager	0	\$96.01	\$0
3	David Tuckman, PE	DPM, STR Eng VII	767	\$81.81	\$62,748
4	Steve Harlicker, PE, SE	QA/QC, STR Eng VI	265	\$72.32	\$19,361
5	Steve Hom, PE	STR Eng VII	0	\$80.39	\$0
6	Peter Ruddy, PE	STR Eng VII	0	\$86.51	\$0
7	Michael Hawkins, PE	STR Eng VII	0	\$106.14	\$0
8	Steve Mikucki, PE	MECH Eng VII	0	\$86.43	\$0
9	Alex Noble, PE	ELEC Eng VI	0	\$70.29	\$0
10	Paul Connolly, PE	STR Eng VII	0	\$80.09	\$0
11	Glen Schetelich, PE	STR Eng VIII	0	\$109.79	\$0
12	Raymond Markbadi, PE	STR Eng VIII	0	\$86.58	\$0
13	Mihac Yegani, PE, PhD	STR Eng VIII	0	\$76.13	\$0
14	David Marcic, PE, SE	STR Eng VI	0	\$72.55	\$0
15	Jerry DiMaggio, PE	STR Eng VIII	0	\$76.13	\$0
16	David Gerber, PE	STR Eng VI	0	\$75.63	\$0
17	Drew DeleDonne, RA	STR Eng VI	0	\$69.83	\$0
SUPPORT STAFF					
18	Support Staff	STR I-V	0	\$46.04	\$0
19	Support Staff	MECH I-V	0	\$46.04	\$0
20	Support Staff	ELEC I-V	0	\$46.04	\$0
21	Support Staff	CAD/ ADMIN	0	\$37.23	\$0
GANNETT FLEMING					
OVERHEAD RATE 189.17%					
TECHNICAL STAFF					
1	Richard Cross, PE	DPM	1,104	\$105.40	\$116,362
2	David Howell, PE	Rail Sys. Lead	80	\$64.70	\$5,176
3	Bruce Smith	Quality Control	0	\$83.80	\$0
4	Robert Matthews, PE	Civil Lead	142	\$79.20	\$11,248
5	Steven Zapolichny, PE	Sr./Civil	0	\$43.70	\$0
6	Agnieszka Lapinski, PE	Sr. Structural	0	\$72.00	\$0
7	John Leggett, PE	Track	12	\$64.10	\$769
8	Terry Shantz, PE	Civil Trans	0	\$99.20	\$0
9	Bryan Shoher, PE	Civil Trans	0	\$84.30	\$0
10	Greg Nazarov	Rail Ops	6	\$79.20	\$475
11	Ian Martin	Rail Ops	12	\$79.60	\$919
12	Neil Walker	Comms	0	\$73.70	\$0
13	James Egro	Comms	0	\$90.00	\$0
14	Theodore Bandy, PE	Sys. Integ.	47	\$100.00	\$4,700
15	Stephen Bartovich	Sys. Integ.	30	\$59.10	\$1,773
16	Richard Lentz	Signals	11	\$81.90	\$901
17	Joseph Bonaduce	Signals	0	\$100.70	\$0
18	Aineza Edraki, PE, PMP	Safety & Sec.	0	\$99.60	\$0
19	McEwen van der Mendele, CPP	Safety & Sec.	0	\$77.70	\$0
19	Ramesh Rajagopal, PE	Hydraulics & Hydrology	0	\$73.30	\$0
SUPPORT STAFF					
20	Technical Support Staff	Eng. Staff	896	\$50.37	\$35,068
21	Administrative Support Staff	CAD/ ADMIN	0	\$43.14	\$0
HALEY & ALDRICH					
OVERHEAD RATE 120.94%					
TECHNICAL STAFF					
1	Ed Zamiatse, PE	Lead Geotechnical Eng	0	\$84.08	\$0
2	Project Engineer	Project Engineer	0	\$60.60	\$0
3	Engineering Staff	Eng Staff	0	\$50.89	\$0
4	Junior Engineering Staff	Jr. Eng Staff	0	\$34.99	\$0
SUPPORT STAFF					
5	CADD/ Project Assistant	CAD/ ADMIN	0	\$50.30	\$0
GRIFFIN ENGINEERING					
OVERHEAD RATE 192.36%					
TECHNICAL STAFF					
1	Joe Griffin, PE	Cont. Rev.	0	\$90.00	\$0

NON - DBE FIRMS					
DBE FIRMS					
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
NAIK CONSULTING GROUP					
OVERHEAD RATE 127.06%					
TECHNICAL STAFF					
1	John Tan, PE	PM	0	\$90.58	\$0
2	Rich Baron	SURV PM	0	\$58.30	\$0
3	Project Surveyor	SURV Proj. Surv.	0	\$47.50	\$0
4	Party Chief	SURV Inst. Tech.	0	\$37.21	\$0
5	Instrument Technician	SURV Inst. Tech.	0	\$28.82	\$0
6	Ron Rotunno, PE	UTIL Mgr	0	\$74.66	\$0
7	Senior Utility Engineer	UTIL Sen. Eng.	0	\$45.78	\$0
8	Utility Engineering Staff	UTIL Eng Staff	0	\$37.79	\$0
9	Senior Structural Engineer	STR Sen. Eng.	0	\$54.50	\$0
10	Structural Engineering Staff	STR Eng Staff	0	\$29.22	\$0
SUPPORT STAFF					
11	CAD Manager	CAD Mgr	0	\$58.19	\$0
12	CAD Technicians	CAD Tech	0	\$30.64	\$0
ENVISION					
OVERHEAD RATE 137.91%					
TECHNICAL STAFF					
1	Kurt Boettler	Doc. Cntrl. Mgr	1,370	\$42.00	\$57,540
2	Thomas Hartley	VE Team Lead	0	\$94.40	\$0
3	Configuration Management	Config. Mgmt.	450	\$55.00	\$24,750
4	Value Engineering Team	VE Team	0	\$75.52	\$0
SUPPORT STAFF					
5	Administration	Admin	0	\$21.40	\$0
JCMS					
OVERHEAD RATE 117.32%					
TECHNICAL STAFF					
1	K. Meehan	Senior Est.	0	\$83.87	\$0
2	Junior Estimator	Junior Est.	0	\$48.20	\$0
3	Project Controls	PC	0	\$57.75	\$0
RADIN					
OVERHEAD RATE 183.17%					
TECHNICAL STAFF					
1	Chitra Radin	Disc. Lead	0	\$100.00	\$0
SUPPORT STAFF					
2	Beth Uczynski	CAD IV	0	\$38.21	\$0
SJH					
OVERHEAD RATE 140.00%					
TECHNICAL STAFF					
1	S. Jayakumar	Civil Eng VIII	0	\$84.24	\$0
2	Senior Engineering Staff	Sen. Eng Staff	0	\$59.58	\$0
3	Engineering Staff	Eng. Staff	0	\$40.43	\$0

TEAM SUMMARY		
TOTAL ESTIMATED HOURS		
Total Salary		\$477,484
Overhead		\$738,206
Subtotal		\$1,215,690
Fixed Fee	10%	\$121,569
Total Direct Costs		\$47,863
TOTAL COST		\$1,385,034

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044

ESTIMATE BY INDIVIDUAL/TASK					
TASK:		FIRM:			
2 Risk Management		H&H / GANNETT FLEMING JV			
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
HARDESTY & HANOVER					
OVERHEAD RATE 197.40%					
TECHNICAL STAFF					
1	Misha Szumanski, PE	PM, STR Eng VIII	0	\$96.66	\$0
2	Charlie Geer, PE	Risk Manager	592	\$96.01	\$58,021
3	David Tuchman, PE	DPM, STR Eng VII	0	\$81.81	\$0
4	Steve Harlacker, PE, SE	QAQC, STR Eng VI	0	\$72.32	\$0
5	Steve Horn, PE	STR Eng VII	0	\$80.39	\$0
6	Peter Roody, PE	STR Eng VIII	0	\$86.51	\$0
7	Michael Hawkins, PE	STR Eng VII	0	\$108.14	\$0
8	Steve Mikucki, PE	MECH Eng VII	0	\$88.43	\$0
9	Alex Noble, PE	ELEC Eng VI	0	\$70.29	\$0
10	Paul Connolly, PE	STR Eng VII	0	\$80.09	\$0
11	Glen Schelelich, PE	STR Eng VIII	0	\$109.79	\$0
12	Raymond Mankbatt, PE	STR Eng VIII	0	\$86.58	\$0
13	Mishac Yegian, PE, PhD	STR Eng VII	0	\$78.13	\$0
14	David Marcic, PE, SE	STR Eng VI	0	\$72.55	\$0
15	Jerry DiMaggio, PE	STR Eng VIII	0	\$78.13	\$0
16	David Gerber, PE	STR Eng VI	0	\$75.63	\$0
17	Drew DeleDonne, RA	STR Eng VI	0	\$69.83	\$0
SUPPORT STAFF					
18	Support Staff	STR I-V	0	\$48.04	\$0
19	Support Staff	MECH I-V	0	\$48.04	\$0
20	Support Staff	ELEC I-V	0	\$48.04	\$0
21	Support Staff	CAD/ADMIN	0	\$37.23	\$0
OVERHEAD RATE 189.17%					
GANNETT FLEMING					
TECHNICAL STAFF					
1	Richard Cross, PE	DPM	0	\$105.40	\$0
2	David Howell, PE	Rail Sys. Lead	0	\$64.70	\$0
3	Bruce Smith	Quality Control	0	\$63.80	\$0
4	Robert Matthews, PE	Civil Lead	8	\$79.20	\$634
5	Steven Zapalczyk, PE	Site/Civil	0	\$43.70	\$0
6	Agnieszka Lepinski, PE	Sr. Structural	0	\$72.00	\$0
7	John Legath, PE	Track	0	\$64.10	\$0
8	Terry Shankz, PE	Cal/Trans	0	\$99.20	\$0
9	Bryan Shober, PE	Cal/Trans	0	\$84.30	\$0
10	Greg Nazerow	Rail Ops	0	\$79.20	\$0
11	Ian Martin	Rail Ops	0	\$78.60	\$0
12	Ned Walter	Comms	0	\$73.70	\$0
13	James Sgro	Comms	0	\$90.00	\$0
14	Theodore Bandy, PE	Sys. Integ.	8	\$100.00	\$800
15	Stephen Bartovich	Sys. Integ.	0	\$59.10	\$0
16	Richard Lentz	Signals	0	\$81.90	\$0
17	Joseph Bonaduce	Signals	0	\$100.70	\$0
18	Alreza Edraki, PE, PMP	Safety & Sec.	0	\$99.60	\$0
19	McEwan van der Mendele, CPP	Safety & Sec.	0	\$77.70	\$0
19	Ramesh Rajagopal, PE	Hydraulics & Hydrology	0	\$73.30	\$0
SUPPORT STAFF					
20	Technical Support Staff	Eng. Staff	0	\$50.37	\$0
21	Administrative Support Staff	CAD/ADMIN	0	\$43.14	\$0
OVERHEAD RATE 220.94%					
HALEY & ALDRICH					
TECHNICAL STAFF					
1	Ed Zaminske, PE	Lead Geotechnical Eng.	9	\$84.08	\$757
2	Project Engineer	Project Engineer	5	\$60.60	\$303
3	Engineering Staff	Eng Staff	0	\$50.69	\$0
4	Junior Engineering Staff	Jr Eng Staff	0	\$34.99	\$0
SUPPORT STAFF					
5	CADD/Project Assistant	CAD/ADMIN	0	\$30.30	\$0
OVERHEAD RATE 182.30%					
GRIFFIN ENGINEERING					
TECHNICAL STAFF					
1	Joe Griffin, PE	Const. Rev.	0	\$80.00	\$0

NON - DBE FIRMS
DBE FIRMS

NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
NAIK CONSULTING GROUP					
OVERHEAD RATE 127.09%					
TECHNICAL STAFF					
1	John Tan, PE	IPM	0	\$90.56	\$0
2	Rich Baron	SURV PM	0	\$58.30	\$0
3	Project Surveyor	SURV Proj. Surv.	0	\$47.50	\$0
4	Party Chief	SURV Inst. Tech.	0	\$37.21	\$0
5	Instrument Technician	SURV Inst. Tech.	0	\$28.62	\$0
6	Ron Rotunno, PE	UTIL Mgr	0	\$74.96	\$0
7	Senior Utility Engineer	UTIL Sen. Eng.	0	\$45.79	\$0
8	Utility Engineering Staff	UTIL Eng Staff	0	\$37.79	\$0
9	Senior Structural Engineer	STR Sen. Eng.	0	\$54.50	\$0
10	Structural Engineering Staff	STR Eng Staff	0	\$29.22	\$0
SUPPORT STAFF					
11	CAD Manager	CAD Mgr	0	\$56.19	\$0
12	CAD Technicians	CAD Tech	0	\$30.54	\$0
OVERHEAD RATE 137.51%					
ENVISION					
TECHNICAL STAFF					
1	Kurt Buetler	Doc. Ctrl. Mgr	0	\$42.00	\$0
2	Thomas Hartley	VE Team Lead	0	\$94.40	\$0
3	Configuration Management	Config. Mgmt.	0	\$55.00	\$0
4	Value Engineering Team	VE Team	0	\$75.52	\$0
SUPPORT STAFF					
5	Administration	Admin	0	\$21.40	\$0
OVERHEAD RATE 117.32%					
JCMS					
TECHNICAL STAFF					
1	K. Meehan	Senior Est.	0	\$63.67	\$0
2	Junior Estimator	Junior Est.	0	\$48.20	\$0
3	Project Controls	PC	0	\$57.75	\$0
OVERHEAD RATE 186.17%					
RADIN					
TECHNICAL STAFF					
1	Chitra Radin	Disc. Lead	0	\$100.00	\$0
SUPPORT STAFF					
2	Beth Uczynski	CAD IV	0	\$38.21	\$0
OVERHEAD RATE 148.06%					
SJH					
TECHNICAL STAFF					
1	S. Jayakumar	Civil Eng VIII	0	\$84.24	\$0
2	Senior Engineering Staff	Sen. Eng Staff	0	\$59.58	\$0
3	Engineering Staff	Eng. Staff	0	\$40.43	\$0

TEAM SUMMARY		
TOTAL ESTIMATED HOURS		622
Total Salary		\$80,514
Overhead		\$95,948
Subtotal		\$186,462
Fixed Fee	10%	\$18,646
Total Direct Costs		\$4,380
TOTAL COST		\$179,468

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044

ESTIMATE BY INDIVIDUAL/TASK					
TASK:			FIRM:		
3 System Security			H&H / GANNETT FLEMING JV		
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
HARDESTY & HANOVER					
TECHNICAL STAFF					
1	Visha Szumanski, PE	PM, STR Eng VII	0	\$96.88	\$0
2	Charlie Geer, PE	Risk Manager	0	\$98.01	\$0
3	David Tuckman, PE	DPM, STR Eng VII	0	\$81.81	\$0
4	Steve Hanacker, PE, SE	QA/QC, STR Eng VI	0	\$72.32	\$0
5	Steve Holt, PE	STR Eng VII	0	\$80.39	\$0
6	Peter Hoody, PE	STR Eng VIII	0	\$66.51	\$0
7	Michael Hawkins, PE	STR Eng VII	0	\$106.14	\$0
8	Steve Mikucki, PE	MECH Eng VI	0	\$66.43	\$0
9	Alex Noble, PE	ELEC Eng VI	0	\$70.29	\$0
10	Paul Connolly, PE	STR Eng VII	0	\$60.09	\$0
11	Glen Schellich, PE	STR Eng VII	0	\$109.79	\$0
12	Raymond Mankbadi, PE	STR Eng VII	0	\$66.58	\$0
13	Mihac Yegun, PE, PhD	STR Eng VIII	0	\$76.13	\$0
14	David Marcic, PE, SE	STR Eng VI	0	\$72.53	\$0
15	Jerry DiMaggio, PE	STR Eng VIII	0	\$76.13	\$0
16	David Gerber, PE	STR Eng VI	0	\$75.63	\$0
17	Drew DellaDonne, RA	STR Eng VI	0	\$69.83	\$0
SUPPORT STAFF					
18	Support Staff	STR I-V	0	\$48.04	\$0
19	Support Staff	MECH I-V	0	\$48.04	\$0
20	Support Staff	ELEC I-V	0	\$48.04	\$0
21	Support Staff	CAD/ADMIN	0	\$37.23	\$0
GANNETT FLEMING					
TECHNICAL STAFF					
1	Richard Cross, PE	DPM	0	\$105.40	\$0
2	David Howell, PE	Rail Sys. Lead	0	\$64.70	\$0
3	Bruce Smith	Quality Control	0	\$63.80	\$0
4	Robert Matthews, PE	Civil Lead	0	\$79.20	\$0
5	Steven Zapocizny, PE	Site/Civil	0	\$43.70	\$0
6	Agnieszka Lapinski, PE	Sr. Structural	0	\$72.00	\$0
7	John Legath, PE	Track	0	\$64.10	\$0
8	Terry Skuntz, PE	C&I Trans	0	\$50.20	\$0
9	Bryan Shober, PE	C&I Trans	0	\$84.30	\$0
10	Greg Nazarov	Rail Ops	0	\$79.20	\$0
11	Ian Martin	Rail Ops	0	\$76.60	\$0
12	Niall Walter	Comms	0	\$73.70	\$0
13	James Egan	Comms	0	\$90.00	\$0
14	Theodore Bandy, PE	Sys. Integ.	0	\$100.00	\$0
15	Stephen Barkovich	Sys. Integ.	0	\$59.10	\$0
16	Richard Lertz	Signals	4	\$81.90	\$328
17	Joseph Bonaduce	Signals	0	\$100.70	\$0
18	Alreza Edraki, PE, PMP	Safety & Sec.	360	\$99.60	\$35,856
19	McEwan van der Mendele, CPP	Safety & Sec.	240	\$77.70	\$18,848
19	Ramesh Rajagopal, PE	Hydraulics & Hydrology	0	\$73.30	\$0
SUPPORT STAFF					
20	Technical Support Staff	Eng. Staff	2	\$50.37	\$101
21	Administrative Support Staff	CAD/ADMIN	0	\$43.14	\$0
HALEY & ALDRICH					
TECHNICAL STAFF					
1	Ed Zamnik, PE	Lead Geotechnical Eng.	0	\$84.00	\$0
2	Project Engineer	Project Engineer	0	\$60.60	\$0
3	Engineering Staff	Eng Staff	0	\$50.60	\$0
4	Junior Engineering Staff	Jr. Eng Staff	0	\$34.99	\$0
SUPPORT STAFF					
5	CADD/Project Assistant	CAD/ADMIN	0	\$30.30	\$0
GRIFFIN ENGINEERING					
TECHNICAL STAFF					
1	Joe Griffin, PE	Const. Rev.	0	\$90.00	\$0

NON - DBE FIRMS					
DBE FIRMS					
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
NAIK CONSULTING GROUP					
TECHNICAL STAFF					
1	John Tan, PE	PM	0	\$90.58	\$0
2	Rich Baron	SURV PM	0	\$58.30	\$0
3	Project Surveyor	SURV Proj. Surv	0	\$47.50	\$0
4	Party Chief	SURV Inst. Tech.	0	\$37.21	\$0
5	Instrument Technician	SURV Inst. Tech.	0	\$28.62	\$0
6	Ron Rotunno, PE	UTIL Mgr	0	\$74.66	\$0
7	Senior Utility Engineer	UTIL Sen. Eng.	0	\$45.79	\$0
8	Utility Engineering Staff	UTIL Eng Staff	0	\$37.79	\$0
9	Senior Structural Engineer	STR Sen. Eng.	0	\$54.50	\$0
10	Structural Engineering Staff	STR Eng Staff	0	\$29.22	\$0
SUPPORT STAFF					
11	CAD Manager	CAD Mgr	0	\$58.19	\$0
12	CAD Technicians	CAD Tech	0	\$30.54	\$0
ENVISION					
TECHNICAL STAFF					
1	Kurt Buettler	Doc. Ctrl. Mgr	0	\$42.00	\$0
2	Thomas Hartley	VE Team Lead	0	\$94.40	\$0
3	Configuration Management	Config. Mgmt.	0	\$55.00	\$0
4	Value Engineering Team	VE Team	0	\$75.52	\$0
SUPPORT STAFF					
5	Administration	Admin	0	\$21.40	\$0
JCMS					
TECHNICAL STAFF					
1	K. Meehan	Senior Est.	0	\$63.67	\$0
2	Junior Estimator	Junior Est.	0	\$46.20	\$0
3	Project Controls	PC	0	\$57.75	\$0
RADIN					
TECHNICAL STAFF					
1	Chitra Radin	Disc. Lead	0	\$100.00	\$0
SUPPORT STAFF					
2	Beth Uczynski	CAD IV	0	\$38.21	\$0
SJH					
TECHNICAL STAFF					
1	S. Jayakumarin	Civil Eng VIII	0	\$84.24	\$0
2	Senior Engineering Staff	Sen. Eng Staff	0	\$59.58	\$0
3	Engineering Staff	Eng. Staff	0	\$40.43	\$0

TEAM SUMMARY	
TOTAL ESTIMATED HOURS	606
Total Salary	\$54,912
Overhead	\$87,436
Subtotal	\$142,368
Fixed Fee	\$14,237
Total Direct Costs	\$0
TOTAL COST	\$156,605

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044

ESTIMATE BY INDIVIDUAL/TASK					
TASK:			FIRM:		
4.1 Data Collection			H&H / GANNETT FLEMING JV		
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
HARDESTY & HAROVER			OVERHEAD RATE	187.40%	
TECHNICAL STAFF					
1	Visha Szumanski, PE	PM, STR Eng VIII	0	\$98.86	\$0
2	Charlie Geer, PE	Rsk Manager	0	\$98.01	\$0
3	David Tuchman, PE	DPM, STR Eng VII	0	\$81.81	\$0
4	Steve Harlacher, PE, SE	QAQC, STR Eng VI	0	\$72.32	\$0
5	Steve Hom, PE	STR Eng VII	0	\$80.39	\$0
6	Peter Roody, PE	STR Eng VIII	8	\$86.51	\$692
7	Michael Hawkins, PE	STR Eng VIII	8	\$108.14	\$865
8	Steve Mikucki, PE	MECH Eng VII	8	\$86.43	\$691
9	Alex Noble, PE	ELEC Eng VI	8	\$70.29	\$562
10	Paul Connoy, PE	STR Eng VII	24	\$80.09	\$1,922
11	Glen Schetekel, PE	STR Eng VIII	0	\$109.79	\$0
12	Raymond Mankbadi, PE	STR Eng VIII	0	\$86.58	\$0
13	Mshac Yegian, PE, PhD	STR Eng VIII	0	\$78.13	\$0
14	David Marcic, PE, SE	STR Eng VI	0	\$72.55	\$0
15	Jerry DiMaggio, PE	STR Eng VIII	0	\$78.13	\$0
16	David Gerber, PE	STR Eng VI	0	\$75.83	\$0
17	Drew DeleDonne, RA	STR Eng VI	0	\$69.83	\$0
SUPPORT STAFF					
18	Support Staff	STR I.V	48	\$48.04	\$2,210
19	Support Staff	MECH I.V	38	\$48.04	\$1,857
20	Support Staff	ELECT-V	32	\$48.04	\$1,473
21	Support Staff	CAD/ADMIN	8	\$37.23	\$298
GANNETT FLEMING			OVERHEAD RATE	188.17%	
TECHNICAL STAFF					
1	Richard Cross, PE	DPM	0	\$105.40	\$0
2	David Howell, PE	Rail Sys. Lead	0	\$84.70	\$0
3	Bruce Smith	Quality Control	0	\$83.80	\$0
4	Robert Matthews, PE	Civil Lead	8	\$79.20	\$634
5	Steven Zapalczy, PE	Site/Civil	24	\$43.70	\$1,049
6	Agnieszka Lapinski, PE	Sr. Structural	12	\$72.00	\$864
7	John Legath, PE	Track	8	\$64.10	\$513
8	Terry Shantz, PE	Cal/Trans	0	\$89.20	\$0
9	Bryan Shober, PE	Cal/Trans	0	\$84.30	\$0
10	Greg Nazarov	Rail Ops	8	\$79.20	\$634
11	Ian Martin	Rail Ops	12	\$78.60	\$919
12	Ned Walker	Comms	0	\$73.70	\$0
13	James Sgro	Comms	40	\$80.00	\$3,600
14	Theodore Bandy, PE	Sys. Integ.	4	\$100.00	\$400
15	Stephen Barkovich	Sys. Integ.	30	\$59.10	\$1,773
16	Richard Lentz	Signals	2	\$81.90	\$164
17	Joseph Bonaduce	Signals	0	\$100.70	\$0
18	Alreza Edraki, PE, PMP	Safety & Sec.	0	\$99.60	\$0
19	McEwan van der Mandele, CPP	Safety & Sec.	0	\$77.70	\$0
19	Ramesh Rajagopal, PE	Hydraulics & Hydrology	0	\$73.30	\$0
SUPPORT STAFF					
20	Technical Support Staff	Eng. Staff	72	\$50.37	\$3,627
21	Administrative Support Staff	CAD/ADMIN	0	\$43.14	\$0
RAILEY & ALDRICH			OVERHEAD RATE	230.34%	
TECHNICAL STAFF					
1	Ed Zamenski, PE	Lead Geotechnical Eng	0	\$84.06	\$0
2	Project Engineer	Project Engineer	0	\$60.60	\$0
3	Engineering Staff	Eng Staff	0	\$50.89	\$0
4	Junior Engineering Staff	Jr. Eng Staff	0	\$34.99	\$0
SUPPORT STAFF					
5	CADD/Project Assistant	CAD/ADMIN	0	\$30.30	\$0
GRIFFIN ENGINEERING			OVERHEAD RATE	183.36%	
TECHNICAL STAFF					
1	Joe Griffin, PE	Const. Rev.	0	\$90.00	\$0

NON - DBE FIRMS					
DBE FIRMS					
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
NAIK CONSULTING GROUP			OVERHEAD RATE	127.69%	
TECHNICAL STAFF					
1	John Tan, PE	PM	0	\$90.56	\$0
2	Rich Baron	SURV PM	0	\$58.30	\$0
3	Project Surveyor	SURV Proj. Surv	0	\$47.50	\$0
4	Party Chief	SURV Inst. Tech.	0	\$37.21	\$0
5	Instrument Technician	SURV Inst. Tech.	0	\$28.62	\$0
6	Ron Rotunno, PE	UTIL Mgr	0	\$74.66	\$0
7	Senior Utility Engineer	UTIL Sen. Eng.	0	\$45.79	\$0
8	Utility Engineering Staff	UTIL Eng Staff	0	\$37.79	\$0
9	Senior Structural Engineer	STR Sen. Eng.	0	\$54.50	\$0
10	Structural Engineering Staff	STR Eng Staff	0	\$29.22	\$0
SUPPORT STAFF					
11	CAD Manager	CAD Mgr	0	\$58.19	\$0
12	CAD Technicians	CAD Tech	0	\$30.54	\$0
ENVISION			OVERHEAD RATE	137.31%	
TECHNICAL STAFF					
1	Kurt Buetler	Doc. Ctrl. Mgr	0	\$42.00	\$0
2	Thomas Hartley	VE Team Lead	0	\$94.40	\$0
3	Configuration Management	Comg. Mgmt.	0	\$55.00	\$0
4	Value Engineering Team	VE Team	0	\$75.52	\$0
SUPPORT STAFF					
5	Administration	Admin	0	\$21.40	\$0
JCMS			OVERHEAD RATE	117.32%	
TECHNICAL STAFF					
1	K. Meehan	Senior Est.	0	\$83.67	\$0
2	Junior Estimator	Junior Est.	0	\$48.20	\$0
3	Project Controls	PC	0	\$57.75	\$0
RADIN			OVERHEAD RATE	168.17%	
TECHNICAL STAFF					
1	Chitra Radin	Disc. Lead	0	\$100.00	\$0
SUPPORT STAFF					
2	Beth Uczynski	CAD IV	0	\$38.21	\$0
SJH			OVERHEAD RATE	140.00%	
TECHNICAL STAFF					
1	S. Jayakumar	Civil Eng VIII	0	\$84.24	\$0
2	Senior Engineering Staff	Sen. Eng Staff	0	\$59.58	\$0
3	Engineering Staff	Eng. Staff	0	\$40.43	\$0

TEAM SUMMARY			
TOTAL ESTIMATED HOURS		400	
Total Salary			\$24,531
Overhead			\$38,863
Subtotal			\$63,394
Fixed Fee	10%		\$6,339
Total Direct Costs			\$0
TOTAL COST			\$69,733

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044

ESTIMATE BY INDIVIDUAL/TASK					
TASK:		FIRM:			
4.2 Survey & Mapping		H&H / GANNETT FLEMING JV			
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
HARDESTY & HAROVER					
TECHNICAL STAFF					
1	Misha Szumanski, PE	PM STR Eng VIII	0	\$98.88	\$0
2	Charlie Geer, PE	Risk Manager	0	\$98.01	\$0
3	David Tuckman, PE	OPM, STR Eng VII	0	\$81.81	\$0
4	Steve Harlacker, PE, SE	QA/QC, STR Eng VI	0	\$72.32	\$0
5	Steve Horn, PE	STR Eng VII	0	\$80.39	\$0
6	Peter Roody, PE	STR Eng VIII	0	\$86.51	\$0
7	Michael Hawkins, PE	STR Eng VIII	0	\$106.14	\$0
8	Steve Mikucki, PE	MECH Eng VII	0	\$88.43	\$0
9	Alex Noble, PE	ELEC Eng VI	0	\$70.29	\$0
10	Paul Connolly, PE	STR Eng VII	0	\$80.09	\$0
11	Glen Schetlach, PE	STR Eng VIII	0	\$109.79	\$0
12	Raymond Mankbadi, PE	STR Eng VIII	0	\$86.58	\$0
13	Mihac Yegun, PE, PhD	STR Eng VIII	0	\$76.13	\$0
14	David Marck, PE, SE	STR Eng VI	0	\$72.52	\$0
15	Jerry DiMaggio, PE	STR Eng VIII	0	\$76.13	\$0
16	David Gerber, PE	STR Eng VI	0	\$75.63	\$0
17	Drew DeleDonne, RA	STR Eng VI	0	\$80.83	\$0
SUPPORT STAFF					
18	Support Staff	STR LV	0	\$48.04	\$0
19	Support Staff	MECH LV	0	\$48.04	\$0
20	Support Staff	ELEC LV	0	\$48.04	\$0
21	Support Staff	CAD/ADMIN	0	\$37.23	\$0
GANNETT FLEMING					
TECHNICAL STAFF					
1	Richard Cross, PE	OPM	0	\$105.40	\$0
2	David Howell, PE	Rail Sys. Lead	48	\$84.70	\$2,548
3	Bruce Smith	Quality Control	0	\$83.80	\$0
4	Robert Matthews, PE	Civil Lead	0	\$79.20	\$0
5	Steven Zapocizny, PE	Site/Civil	0	\$43.70	\$0
6	Agnieszka Lapinski, PE	Sr. Structural	0	\$72.80	\$0
7	John Legath, PE	Track	0	\$84.10	\$0
8	Terry Ghariz, PE	Cal/ Trans	0	\$99.20	\$0
9	Bryan Shober, PE	Cal/ Trans	0	\$84.30	\$0
10	Greg Nazarov	Rail Ops	0	\$79.20	\$0
11	Ian Martin	Rail Ops	0	\$76.60	\$0
12	Ned Walker	Comms	0	\$73.70	\$0
13	James Sgro	Comms	0	\$90.00	\$0
14	Theodore Bandy, PE	Sys. Integ.	0	\$100.00	\$0
15	Stephen Barkovich	Sys. Integ.	48	\$59.10	\$2,837
16	Richard Lentz	Signals	0	\$81.90	\$0
17	Joseph Bonaduce	Signals	0	\$100.70	\$0
18	Almaza Edraki, PE, PMP	Safety & Sec.	0	\$99.80	\$0
19	McEwan van der Mandele, CPP	Safety & Sec.	0	\$77.70	\$0
19	Ramesh Rajagopal, PE	Hydraulics & Hydrology	0	\$73.30	\$0
SUPPORT STAFF					
20	Technical Support Staff	Eng Staff	80	\$50.37	\$4,030
21	Administrative Support Staff	CAD/ADMIN	0	\$43.14	\$0
HALEY & ALDRICH					
TECHNICAL STAFF					
1	Ed Zaminski, PE	Lead Geotechnical Eng	0	\$84.00	\$0
2	Project Engineer	Project Engineer	0	\$80.80	\$0
3	Engineering Staff	Eng Staff	0	\$50.80	\$0
4	Junior Engineering Staff	Jr. Eng Staff	0	\$34.90	\$0
SUPPORT STAFF					
5	CADD/Project Assistant	CAD/ADMIN	0	\$30.30	\$0
GRIFFIN ENGINEERING					
TECHNICAL STAFF					
1	Joe Griffin, PE	Const. Rev.	0	\$50.00	\$0

NON - DBE FIRMS
DBE FIRMS

NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
NAIK CONSULTING GROUP					
TECHNICAL STAFF					
1	John Tan, PE	PM	20	\$90.58	\$1,811
2	Rich Baron	SURV PM	20	\$59.30	\$1,186
3	Project Surveyor	SURV Proj. Surv.	40	\$47.50	\$1,900
4	Party Chief	SURV Inst. Tech.	208	\$37.21	\$7,740
5	Instrument Technician	SURV Inst. Tech.	208	\$28.62	\$5,953
6	Ron Rotunno, PE	UTIL Mgr	0	\$74.66	\$0
7	Senior Utility Engineer	UTIL Sen. Eng.	0	\$45.79	\$0
8	Utility Engineering Staff	UTIL Eng Staff	0	\$37.79	\$0
9	Senior Structural Engineer	STR Sen. Eng	0	\$54.50	\$0
10	Structural Engineering Staff	STR Eng Staff	0	\$29.22	\$0
SUPPORT STAFF					
11	CAD Manager	CAD Mgr	10	\$58.19	\$582
12	CAD Technicians	CAD Tech	200	\$30.54	\$6,108
ENVISION					
TECHNICAL STAFF					
1	Kurt Buetler	Doc. Ctrl. Mgr	0	\$42.00	\$0
2	Thomas Hartley	VE Team Lead	0	\$94.40	\$0
3	Configuration Management	Config. Mgmt.	0	\$55.00	\$0
4	Value Engineering Team	VE Team	0	\$75.52	\$0
SUPPORT STAFF					
5	Administration	Admin	0	\$21.40	\$0
JCMS					
TECHNICAL STAFF					
1	K. Meehan	Senior Est.	0	\$83.67	\$0
2	Junior Estimator	Junior Est.	0	\$48.20	\$0
3	Project Controls	PC	0	\$57.75	\$0
RADIN					
TECHNICAL STAFF					
1	Chitra Radin	Disc. Lead	0	\$100.00	\$0
SUPPORT STAFF					
2	Beth Uczynski	CAD IV	0	\$38.21	\$0
SJH					
TECHNICAL STAFF					
1	S. Jayakumar	Civil Eng VIII	0	\$84.24	\$0
2	Senior Engineering Staff	Sen. Eng Staff	0	\$59.58	\$0
3	Engineering Staff	Eng Staff	0	\$40.43	\$0

TEAM SUMMARY		
TOTAL ESTIMATED HOURS		878
Total Salary		\$34,714
Overhead		\$47,181
Subtotal		\$81,895
Fixed Fee	10%	\$8,189
Total Direct Costs		\$191,720
TOTAL COST		\$281,772

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044

ESTIMATE BY INDIVIDUAL/TASK					
TASK:		FIRM:			
4.3 ROW Research		H&H / GANNETT FLEMING JV			
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
HARDESTY & HANOVER			OVERHEAD RATE	187.40%	
TECHNICAL STAFF					
1	Visha Szumanski, PE	IPM, STR Eng VIII	0	\$99.86	\$0
2	Charles Geer, PE	Risk Manager	0	\$98.01	\$0
3	David Tuckman, PE	DPM, STR Eng VII	0	\$81.81	\$0
4	Steve Harlicker, PE, SE	QA/QC, STR Eng VI	0	\$72.32	\$0
5	Steve Hom, PE	STR Eng VII	0	\$80.39	\$0
6	Peter Roody, PE	STR Eng VIII	0	\$96.51	\$0
7	Michael Hawkins, PE	STR Eng VIII	0	\$108.14	\$0
8	Steve Mikucki, PE	MECH Eng VII	0	\$98.43	\$0
9	Alex Noble, PE	ELEC Eng VI	0	\$70.29	\$0
10	Paul Connohy, PE	STR Eng VII	0	\$80.09	\$0
11	Glen Schreielich, PE	STR Eng VIII	0	\$109.79	\$0
12	Raymond Markbad, PE	STR Eng VIII	0	\$86.58	\$0
13	Mihac Yeghan, PE, PhD	STR Eng VIII	0	\$76.13	\$0
14	David Marcic, PE, SE	STR Eng VI	0	\$72.55	\$0
15	Jerry DiMaggio, PE	STR Eng VIII	0	\$78.13	\$0
16	David Gerber, PE	STR Eng VI	0	\$75.63	\$0
17	Drew DeSeDonne, RA	STR Eng VI	0	\$69.63	\$0
SUPPORT STAFF					
18	Support Staff	STR I.V	0	\$46.04	\$0
19	Support Staff	MECH I.V	0	\$46.04	\$0
20	Support Staff	ELEC I.V	0	\$46.04	\$0
21	Support Staff	CAD/ADMIN	0	\$37.23	\$0
GANNETT FLEMING			OVERHEAD RATE	189.17%	
TECHNICAL STAFF					
1	Richard Cross, PE	DPM	0	\$105.40	\$0
2	David Howell, PE	Rail Sys. Lead	0	\$64.70	\$0
3	Bruce Smith	Quality Control	0	\$63.80	\$0
4	Robert Matthews, PE	Civil Lead	0	\$79.20	\$0
5	Steven Zapotoczny, PE	Site/Civil	0	\$43.70	\$0
6	Agnieszka Lepenski, PE	Sr Structural	0	\$72.00	\$0
7	John Legath, PE	Track	0	\$64.10	\$0
8	Terry Shantz, PE	C&I Trans	0	\$99.20	\$0
9	Bryan Shober, PE	C&I Trans	0	\$84.30	\$0
10	Greg Nazarov	Rail Ops	0	\$79.20	\$0
11	Ian Martin	Rail Ops	0	\$78.80	\$0
12	Ned Walter	Comms	0	\$73.70	\$0
13	James Sgro	Comms	0	\$90.00	\$0
14	Theodora Bandy, PE	Sys. Integ	0	\$100.00	\$0
15	Stephen Barikovich	Sys. Integ	12	\$99.10	\$709
16	Richard Lentz	Signals	0	\$81.90	\$0
17	Joseph Bonaduce	Signals	0	\$100.70	\$0
18	Aireza Edraki, PE, PMP	Safety & Sec.	0	\$99.60	\$0
19	McEwan van der Mandele, CPP	Safety & Sec.	0	\$77.70	\$0
19	Ramesh Rajagopal, PE	Hydraulics & Hydrology	0	\$73.30	\$0
SUPPORT STAFF					
20	Technical Support Staff	Eng. Staff	0	\$50.37	\$0
21	Administrative Support Staff	CAD/ADMIN	0	\$43.14	\$0
HALEY & ALDRICH			OVERHEAD RATE	230.94%	
TECHNICAL STAFF					
1	Ed Zaminski, PE	Lead Geotechnical Eng.	0	\$84.08	\$0
2	Project Engineer	Project Engineer	0	\$80.60	\$0
3	Engineering Staff	Eng Staff	0	\$50.69	\$0
4	Junior Engineering Staff	Jr Eng Staff	0	\$34.99	\$0
SUPPORT STAFF					
5	CAD/Project Assistant	CAD/ADMIN	0	\$30.30	\$0
GRIFFIN ENGINEERING			OVERHEAD RATE	192.30%	
TECHNICAL STAFF					
1	Joe Griffin, PE	Const. Rev.	0	\$90.00	\$0

NON - DBE FIRMS
DBE FIRMS

NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
NAIK CONSULTING GROUP			OVERHEAD RATE	127.09%	
TECHNICAL STAFF					
1	John Tan, PE	PM	18	\$90.56	\$1,449
2	Rich Baron	SURV PM	30	\$58.30	\$1,749
3	Project Surveyor	SURV Proj. Surv	60	\$47.50	\$2,850
4	Party Chief	SURV Inst. Tech.	60	\$37.21	\$2,233
5	Instrument Technician	SURV Inst. Tech.	60	\$28.62	\$1,717
6	Ron Rotunno, PE	UTIL Mgr	0	\$74.66	\$0
7	Senior Utility Engineer	UTIL Sen. Eng.	0	\$45.79	\$0
8	Utility Engineering Staff	UTIL Eng Staff	0	\$37.79	\$0
9	Senior Structural Engineer	STR Sen. Eng.	0	\$54.50	\$0
10	Structural Engineering Staff	STR Eng Staff	0	\$29.22	\$0
SUPPORT STAFF					
11	CAD Manager	CAD Mgr	8	\$58.19	\$466
12	CAD Technicians	CAD Tech	68	\$30.54	\$2,016
ENVISION			OVERHEAD RATE	137.51%	
TECHNICAL STAFF					
1	Kurt Buettler	Doc. Ctr. Mgr	0	\$42.00	\$0
2	Thomas Harley	VE Team Lead	0	\$94.40	\$0
3	Configuration Management	Config. Mgmt.	0	\$55.00	\$0
4	Value Engineering Team	VE Team	0	\$75.52	\$0
SUPPORT STAFF					
5	Administration	Admin	0	\$21.40	\$0
JCMS			OVERHEAD RATE	117.32%	
TECHNICAL STAFF					
1	K. Meethan	Senior Est.	0	\$63.67	\$0
2	Junior Estimator	Junior Est.	0	\$48.20	\$0
3	Project Controls	PC	0	\$37.75	\$0
RADIN			OVERHEAD RATE	188.17%	
TECHNICAL STAFF					
1	Chitra Radin	Disc. Lead	0	\$100.00	\$0
SUPPORT STAFF					
2	Beth Uczynski	CAD IV	0	\$38.21	\$0
SJH			OVERHEAD RATE	140.00%	
TECHNICAL STAFF					
1	S. Jayakumaran	Civil Eng VIII	0	\$84.24	\$0
2	Senior Engineering Staff	Sen. Eng Staff	0	\$59.58	\$0
3	Engineering Staff	Eng Staff	0	\$40.43	\$0

TEAM SUMMARY	
TOTAL ESTIMATED HOURS	312
Total Salary	\$13,188
Overhead	\$16,988
Subtotal	\$30,176
Fixed Fee	10%
Total Direct Costs	\$0
TOTAL COST	\$31,194

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044

ESTIMATE BY INDIVIDUAL/TASK					
TASK:		FIRM:			
4.4 Utility Investigation		H&H / GANNETT FLEMING JV			
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
HARDESTY & HANOVER					
OVERHEAD RATE 167.46%					
TECHNICAL STAFF					
1	Visha Szumanski, PE	PM, STR Eng VIII	0	\$96.86	\$0
2	Charlie Geer, PE	Risk Manager	0	\$96.01	\$0
3	David Tuckman, PE	DPM, STR Eng VII	0	\$81.61	\$0
4	Steve Haracker, PE, SE	QA/QC, STR Eng VI	0	\$72.32	\$0
5	Steve Hom, PE	STR Eng VII	0	\$50.35	\$0
6	Peter Roody, PE	STR Eng VIII	0	\$86.51	\$0
7	Michael Hawkins, PE	STR Eng VIII	0	\$108.14	\$0
8	Steve Mikucki, PE	MECH Eng VII	0	\$86.43	\$0
9	Alex Noble, PE	ELEC Eng VI	0	\$70.29	\$0
10	Paul Connolly, PE	STR Eng VII	0	\$80.06	\$0
11	Glen Schetelich, PE	STR Eng VII	0	\$109.79	\$0
12	Raymond Mankbad, PE	STR Eng VIII	0	\$86.58	\$0
13	Mishac Yegian, PE, PhD	STR Eng VIII	0	\$76.13	\$0
14	David Maric, PE, SE	STR Eng VI	0	\$72.55	\$0
15	Jerry DiMaggio, PE	STR Eng VII	0	\$75.13	\$0
16	David Gerber, PE	STR Eng VI	0	\$75.63	\$0
17	Drew DeLoDonna, RA	STR Eng VI	0	\$69.83	\$0
SUPPORT STAFF					
18	Support Staff	STR I-V	0	\$48.04	\$0
19	Support Staff	MECH I-V	0	\$48.04	\$0
20	Support Staff	ELEC I-V	0	\$48.04	\$0
21	Support Staff	CAD/ADMIN	0	\$37.23	\$0
OVERHEAD RATE 186.17%					
TECHNICAL STAFF					
1	Richard Cross, PE	DPM	0	\$105.40	\$0
2	David Howell, PE	Rail Sys. Lead	0	\$64.70	\$0
3	Bruce Smith	Quality Control	0	\$63.80	\$0
4	Robert Matthews, PE	Civil Lead	0	\$79.26	\$0
5	Steven Zapocznny, PE	Siter/Civil	0	\$43.70	\$0
6	Agnieszka Lapinski, PE	Sr. Structural	0	\$72.00	\$0
7	John Legath, PE	Track	0	\$64.10	\$0
8	Terry Shantz, PE	Civil Trans	0	\$80.20	\$0
9	Bryan Shober, PE	Civil Trans	12	\$64.30	\$1,012
10	Greg Nazarov	Rail Ops	0	\$79.20	\$0
11	Ian Martin	Rail Ops	0	\$76.60	\$0
12	Nell Waller	Comms	0	\$73.70	\$0
13	James Sgro	Comms	0	\$90.00	\$0
14	Theodore Bandy, PE	Sys. Integ.	0	\$100.00	\$0
15	Stephen Barkovich	Sys. Integ.	20	\$59.10	\$1,182
16	Richard Lentz	Signals	0	\$81.90	\$0
17	Joseph Bonaduce	Signals	0	\$100.70	\$0
18	Aleza Edraki, PE, PMP	Safety & Sec.	0	\$69.60	\$0
19	McEwan van der Mandele, CPP	Safety & Sec.	0	\$77.70	\$0
19	Ramesh Rajagopal, PE	Hydraulics & Hydrology	0	\$73.30	\$0
SUPPORT STAFF					
20	Technical Support Staff	Eng. Staff	0	\$50.37	\$0
21	Administrative Support Staff	CAD/ADMIN	0	\$43.14	\$0
OVERHEAD RATE 228.94%					
TECHNICAL STAFF					
1	Ed Zarnicki, PE	Lead Geotechnical Eng.	0	\$94.06	\$0
2	Project Engineer	Project Engineer	0	\$60.60	\$0
3	Engineering Staff	Eng Staff	0	\$50.69	\$0
4	Junior Engineering Staff	Jr. Eng Staff	0	\$34.99	\$0
SUPPORT STAFF					
5	CADD/Project Assistant	CAD/ADMIN	0	\$30.30	\$0
OVERHEAD RATE 162.36%					
TECHNICAL STAFF					
1	Joe Griffin, PE	Const. Rev.	0	\$60.00	\$0

NON - DBE FIRMS
DBE FIRMS

NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
NAIK CONSULTING GROUP					
OVERHEAD RATE 127.09%					
TECHNICAL STAFF					
1	John Tan, PE	PM	20	\$90.56	\$1,811
2	Rich Baron	SURV PM	0	\$58.30	\$0
3	Project Surveyor	SURV Prof. Surv.	0	\$47.50	\$0
4	Party Chief	SURV Inst. Tech.	0	\$37.21	\$0
5	Instrument Technician	SURV Inst. Tech.	0	\$28.62	\$0
6	Ron Rotunno, PE	UTIL Mgr	18	\$74.66	\$1,195
7	Senior Utility Engineer	UTIL Sen. Eng	60	\$45.78	\$2,747
8	Utility Engineering Staff	UTIL Eng Staff	140	\$37.75	\$5,291
9	Senior Structural Engineer	STR Sen. Eng	0	\$54.50	\$0
10	Structural Engineering Staff	STR Eng Staff	0	\$29.22	\$0
SUPPORT STAFF					
11	CAD Manager	CAD Mgr	14	\$58.19	\$815
12	CAD Technicians	CAD Tech	100	\$30.54	\$3,054
OVERHEAD RATE 137.61%					
TECHNICAL STAFF					
1	Kurt Baehler	Doc. Ctrl. Mgr	0	\$42.00	\$0
2	Thomas Hartley	VE Team Lead	0	\$94.40	\$0
3	Configuration Management	Config. Mgmt.	0	\$55.00	\$0
4	Value Engineering Team	VE Team	0	\$75.52	\$0
SUPPORT STAFF					
5	Administration	Admin	0	\$21.40	\$0
OVERHEAD RATE 117.32%					
TECHNICAL STAFF					
1	K. Meethan	Senior Est.	0	\$63.67	\$0
2	Junior Estimator	Junior Est.	0	\$46.20	\$0
3	Project Controls	PC	0	\$57.75	\$0
OVERHEAD RATE 166.17%					
TECHNICAL STAFF					
1	Chitra Radin	Disc. Lead	0	\$100.00	\$0
SUPPORT STAFF					
2	Beth Uczynski	CAD IV	0	\$38.21	\$0
OVERHEAD RATE 140.00%					
TECHNICAL STAFF					
1	S. Jyaskumar	Civil Eng VIII	0	\$84.24	\$0
2	Senior Engineering Staff	Sen. Eng Staff	0	\$59.58	\$0
3	Engineering Staff	Eng. Staff	0	\$40.43	\$0

TEAM SUMMARY	
TOTAL ESTIMATED HOURS	387
Total Salary	\$17,106
Overhead	\$22,444
Subtotal	\$39,550
Fixed Fee	10%
Total Direct Costs	\$3,955
TOTAL COST	\$43,505

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044

ESTIMATE BY INDIVIDUAL/TASK					
TASK:			FIRM:		
4.5 Geotech Investigation			H&H / GANNETT FLEMING JV		
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
HARDESTY & HANOVER					
TECHNICAL STAFF					
1	Vivian Szumanski, PE	PM, STR Eng VIII	0	\$98.88	\$0
2	Charlie Geer, PE	Risk Manager	0	\$98.01	\$0
3	David Tuckman, PE	DPM, STR Eng VI	0	\$81.81	\$0
4	Steve Hartacker, PE, GE	QA/QC, STR Eng VI	0	\$72.32	\$0
5	Steve Horn, PE	STR Eng VII	0	\$80.39	\$0
6	Peter Hoody, PE	STR Eng VIII	0	\$88.51	\$0
7	Michael Hawkins, PE	STR Eng VIII	0	\$108.14	\$0
8	Steve Mikucki, PE	MECH Eng VII	0	\$88.43	\$0
9	Alex Noble, PE	ELEC Eng VI	0	\$70.29	\$0
10	Paul Connors, PE	STR Eng VII	0	\$80.09	\$0
11	Glen Schetelch, PE	STR Eng VII	0	\$109.79	\$0
12	Raymond Markbadi, PE	STR Eng VIII	80	\$88.58	\$8,020
13	Mihac Yegyan, PE, PhD	STR Eng VIII	5	\$75.13	\$0
14	David Marco, PE, SE	STR Eng VI	0	\$72.55	\$0
15	Jerry DiMaggio, PE	STR Eng VIII	0	\$70.13	\$0
16	David Gerber, PE	STR Eng VI	0	\$75.63	\$0
17	Drew DeleDonne, RA	STR Eng VI	0	\$89.83	\$0
SUPPORT STAFF					
18	Support Staff	STR I-V	320	\$46.04	\$14,733
19	Support Staff	MECH I-V	0	\$46.04	\$0
20	Support Staff	ELEC I-V	0	\$46.04	\$0
21	Support Staff	CADY ADMIN	0	\$37.23	\$0
GANNETT FLEMING					
TECHNICAL STAFF					
1	Richard Cross, PE	DPM	0	\$105.40	\$0
2	David Howell, PE	Rail Sys. Lead	0	\$84.70	\$0
3	Bruce Smith	Quality Control	0	\$63.80	\$0
4	Robert Matthews, PE	Civil Lead	0	\$79.20	\$0
5	Steven Zapocznny, PE	Siter/Civil	0	\$43.70	\$0
6	Agneszka Lapinski, PE	Sr. Structural	0	\$72.80	\$0
7	John Legath, PE	Track	0	\$84.10	\$0
8	Terry Grantz, PE	Cat/ Trans	0	\$95.20	\$0
9	Bryan Shober, PE	Cat/ Trans	0	\$84.30	\$0
10	Greg Nazarov	Rail Ops	0	\$79.20	\$0
11	Jan Martin	Rail Ops	0	\$78.60	\$0
12	Neil Walker	Commis	0	\$73.70	\$0
13	James Sgro	Commis	0	\$90.00	\$0
14	Theodora Bandy, PE	Sys. Integ.	0	\$100.00	\$0
15	Stephen Barkovich	Sys. Integ.	12	\$59.10	\$709
16	Richard Lentz	Signals	0	\$81.90	\$0
17	Joseph Bonduce	Signals	0	\$100.70	\$0
18	Akreze Edrakl, PE, PMP	Safety & Sec.	0	\$98.60	\$0
19	McEwan van der Mandele, CPP	Safety & Sec.	0	\$77.70	\$0
19	Ramesh Rajagopal, PE	Hydraulics & Hydrology	0	\$73.30	\$0
SUPPORT STAFF					
20	Technical Support Staff	Eng. Staff	0	\$50.37	\$0
21	Administrative Support Staff	CADY ADMIN	0	\$43.14	\$0
HALEY & ALDRICH					
TECHNICAL STAFF					
1	Ed Zamanski, PE	Lead Geotechnical Eng.	8	\$84.06	\$672
2	Project Engineer	Project Engineer	24	\$60.60	\$1,454
3	Engineering Staff	Eng Staff	30	\$50.69	\$1,521
4	Junior Engineering Staff	Jr Eng Staff	28	\$34.99	\$980
SUPPORT STAFF					
5	CADY Project Assistant	CADY ADMIN	10	\$30.30	\$303
GHOFFIN ENGINEERING					
TECHNICAL STAFF					
1	Joe Griffin, PE	Const. Rev.	0	\$90.00	\$0

NON - DBE FIRMS					
DBE FIRMS					
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
NAIK CONSULTING GROUP					
TECHNICAL STAFF					
1	John Tan, PE	PM	0	\$90.58	\$0
2	Rich Baron	SURV PM	0	\$58.30	\$0
3	Project Surveyor	SURV Proj. Surv	0	\$47.50	\$0
4	Party Chief	SURV Inst. Tech.	0	\$37.21	\$0
5	Instrument Technician	SURV Inst. Tech.	0	\$28.62	\$0
6	Ron Rotunno, PE	UTIL Mgr	0	\$74.68	\$0
7	Senior Utility Engineer	UTIL Sen. Eng.	0	\$45.79	\$0
8	Utility Engineering Staff	UTIL Eng Staff	0	\$37.79	\$0
9	Senior Structural Engineer	STR Sen. Eng	0	\$54.50	\$0
10	Structural Engineering Staff	STR Eng Staff	0	\$29.22	\$0
SUPPORT STAFF					
11	ICAD Manager	ICAD Mgr	0	\$58.19	\$0
12	ICAD Technicians	ICAD Tech	0	\$30.54	\$0
ENVISION					
TECHNICAL STAFF					
1	Kurt Buettler	Doc. Ctrl. Mgr	0	\$42.00	\$0
2	Thomas Hanley	VE Team Lead	0	\$94.40	\$0
3	Configuration Management	Config. Mgmt.	0	\$55.00	\$0
4	Value Engineering Team	VE Team	0	\$75.52	\$0
SUPPORT STAFF					
5	Administration	Admin	0	\$21.40	\$0
JCMS					
TECHNICAL STAFF					
1	K. Meehan	Senior Est.	0	\$63.67	\$0
2	Junior Estimator	Junior Est.	0	\$48.20	\$0
3	Project Controls	PC	0	\$57.75	\$0
RADIN					
TECHNICAL STAFF					
1	Chitra Radn	Disc. Lead	0	\$100.00	\$0
SUPPORT STAFF					
2	Beth Uczynski	CAD IV	0	\$38.21	\$0
SJH					
TECHNICAL STAFF					
1	S. Jayakumar	Civil Eng VIII	0	\$84.24	\$0
2	Senior Engineering Staff	Sen. Eng Staff	0	\$59.58	\$0
3	Engineering Staff	Eng. Staff	0	\$40.43	\$0

TEAM SUMMARY	
TOTAL ESTIMATED HOURS	512
Total Salary	\$27,299
Overhead	\$48,114
Subtotal	\$75,413
Fixed Fee	10%
Total Direct Costs	\$0
TOTAL COST	\$75,413

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044

ESTIMATE BY INDIVIDUAL/TASK					
TASK:		FIRM:			
4.7 Navigation Study		H&H / GANNETT FLEMING JV			
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
HARDESTY & HANOVER					
TECHNICAL STAFF					
1	Misha Szumanski, PE	PM, STR Eng VIII	0	\$98.86	\$0
2	Charles Geer, PE	Risk Manager	0	\$98.01	\$0
3	David Tuckman, PE	DPM, STR Eng VII	0	\$81.81	\$0
4	Steve Harlocker, PE, SE	QA/QC, STR Eng VI	0	\$72.32	\$0
5	Steve Hom, PE	STR Eng VII	0	\$80.39	\$0
6	Peter Roody, PE	STR Eng VIII	48	\$96.51	\$4,152
7	Michael Hawkins, PE	STR Eng VIII	0	\$108.14	\$0
8	Steve Mikucki, PE	MECH Eng VII	0	\$86.43	\$0
9	Alex Noble, PE	ELEC Eng VI	0	\$70.29	\$0
10	Paul Connolly, PE	STR Eng VII	0	\$80.09	\$0
11	Glen Schetelich, PE	STR Eng VIII	100	\$109.79	\$10,979
12	Raymond Mankbadi, PE	STR Eng VIII	0	\$86.58	\$0
13	Mishac Yegyan, PE, PhD	STR Eng VIII	0	\$76.13	\$0
14	David Maric, PE, SE	STR Eng VI	0	\$72.55	\$0
15	Jerry DiMaggio, PE	STR Eng VIII	0	\$76.13	\$0
16	David Gerber, PE	STR Eng VI	0	\$75.63	\$0
17	Orme DeleDonne, RA	STR Eng VI	0	\$89.83	\$0
SUPPORT STAFF					
18	Support Staff	STR I-V	152	\$46.04	\$6,998
19	Support Staff	MECH I-V	0	\$46.04	\$0
20	Support Staff	ELEC I-V	0	\$46.04	\$0
21	Support Staff	CAD/ADMIN	0	\$37.23	\$0
GANNETT FLEMING					
TECHNICAL STAFF					
1	Richard Cross, PE	DPM	0	\$105.40	\$0
2	David Howell, PE	Rail Sys. Lead	0	\$44.76	\$0
3	Bruce Smith	Quality Control	0	\$83.80	\$0
4	Robert Matthews, PE	Civil Lead	0	\$79.20	\$0
5	Steven Zapotoczny, PE	Civil/Civil	0	\$43.70	\$0
6	Agnieszka Lapinska, PE	Sr. Structural	0	\$72.00	\$0
7	John Legath, PE	Track	0	\$64.10	\$0
8	Terry Shantz, PE	Civil Trans	0	\$99.20	\$0
9	Bryen Shober, PE	Civil Trans	0	\$84.30	\$0
10	Greg Nazarov	Rail Ops	0	\$79.20	\$0
11	Ian Martin	Rail Ops	0	\$76.60	\$0
12	Neil Walter	Comms	0	\$73.70	\$0
13	James Igro	Comms	0	\$90.00	\$0
14	Theodore Bandy, PE	Sys. Integ.	0	\$100.00	\$0
15	Stephen Barkovich	Sys. Integ.	0	\$59.10	\$0
16	Richard Lertz	Signals	0	\$81.90	\$0
17	Joseph Bonaduce	Signals	0	\$100.70	\$0
18	Akreza Edraki, PE, PMP	Safety & Sec.	0	\$99.60	\$0
19	McEwan van der Mandele, CPP	Safety & Sec.	0	\$77.70	\$0
19	Ramesh Rajagopal, PE	Hydraulics & Hydrology	0	\$73.30	\$0
SUPPORT STAFF					
20	Technical Support Staff	Eng Staff	0	\$50.37	\$0
21	Administrative Support Staff	CAD/ADMIN	0	\$43.14	\$0
HALEY & ALDRICH					
TECHNICAL STAFF					
1	Ed Zamanski, PE	Lead Geotechnical Eng.	0	\$84.06	\$0
2	Project Engineer	Project Engineer	0	\$80.60	\$0
3	Engineering Staff	Eng Staff	0	\$50.68	\$0
4	Junior Engineering Staff	Jr. Eng Staff	0	\$34.99	\$0
SUPPORT STAFF					
5	CADD/Project Assistant	CAD/ADMIN	0	\$30.30	\$0
GRIFFIN ENGINEERING					
TECHNICAL STAFF					
1	Joe Griffin, PE	Const. Rev.	0	\$50.00	\$0

NON - DBE FIRMS					
DBE FIRMS					
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
RAIK CONSULTING GROUP					
TECHNICAL STAFF					
1	John Tan, PE	PM	0	\$90.58	\$0
2	Rich Baron	SURV PM	0	\$58.30	\$0
3	Project Surveyor	SURV Proj. Surv.	0	\$47.50	\$0
4	Party Chief	SURV Inst. Tech.	0	\$37.21	\$0
5	Instrument Technician	SURV Inst. Tech.	0	\$28.62	\$0
6	Ron Rotunno, PE	UTIL Mgr	0	\$74.66	\$0
7	Senior Utility Engineer	UTIL Sen. Eng.	0	\$45.79	\$0
8	Utility Engineering Staff	UTIL Eng Staff	0	\$37.79	\$0
9	Senior Structural Engineer	STR Sen. Eng.	0	\$54.50	\$0
10	Structural Engineering Staff	STR Eng Staff	0	\$29.22	\$0
SUPPORT STAFF					
11	CAD Manager	CAD Mgr	0	\$58.19	\$0
12	CAD Technicians	CAD Tech	0	\$30.54	\$0
ENVISION					
TECHNICAL STAFF					
1	Kurt Buetler	Doc. Ctrl. Mgr	0	\$42.00	\$0
2	Thomas Hartley	VE Team Lead	0	\$94.40	\$0
3	Configuration Management	Config. Mgmt.	0	\$55.00	\$0
4	Value Engineering Team	VE Team	0	\$75.52	\$0
SUPPORT STAFF					
5	Administration	Admin	0	\$21.40	\$0
JCMS					
TECHNICAL STAFF					
1	K. Meehan	Senior Est	0	\$63.87	\$0
2	Junior Estimator	Junior Est.	0	\$46.20	\$0
3	Project Controls	PC	0	\$57.75	\$0
RADIN					
TECHNICAL STAFF					
1	Chira Radin	Disc. Lead	0	\$100.00	\$0
SUPPORT STAFF					
2	Beth Uczynski	CAD IV	0	\$38.21	\$0
SJH					
TECHNICAL STAFF					
1	S. Jayakumar	Civil Eng VIII	0	\$84.24	\$0
2	Senior Engineering Staff	Sen. Eng Staff	0	\$59.58	\$0
3	Engineering Staff	Eng Staff	0	\$40.43	\$0

TEAM SUMMARY		
TOTAL ESTIMATED HOURS		300
Total Salary		\$22,130
Overhead		\$34,832
Subtotal		\$56,962
Fixed Fee	10%	\$5,696
Total Direct Costs		\$62,658
TOTAL COST		\$119,316

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044

ESTIMATE BY INDIVIDUAL/TASK					
TASK:			FIRM:		
4.8 Conceptual Design			H&H / GANNETT FLEMING JV		
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
HARDESTY & HAROVER					
OVERHEAD RATE 187.48%					
TECHNICAL STAFF					
1	Visha Szumanski, PE	PM, STR Eng VIII	0	\$98.88	\$0
2	Charlie Geer, PE	Risk Manager	0	\$98.01	\$0
3	David Tuckman, PE	DPM, STR Eng VII	0	\$81.81	\$0
4	Steve Harlacker, PE, SE	QA/QC, STR Eng VI	0	\$72.32	\$0
5	Steve Hom, PE	STR Eng VII	60	\$80.39	\$4,823
6	Peter Roody, PE	STR Eng VIII	70	\$86.51	\$6,056
7	Michael Hawkins, PE	STR Eng VIII	90	\$106.14	\$9,552
8	Steve Mikucki, PE	MECH Eng VII	52	\$96.43	\$4,494
9	Alex Noble, PE	ELEC Eng VI	51	\$70.29	\$3,585
10	Paul Connolly, PE	STR Eng VII	111	\$80.09	\$8,890
11	Glen Schetsch, PE	STR Eng VII	0	\$108.79	\$0
12	Raymond Menkbad, PE	STR Eng VIII	212	\$86.58	\$18,355
13	Mahac Yegian, PE, PhD	STR Eng VII	0	\$78.13	\$0
14	David Maric, PE, SE	STR Eng VI	210	\$72.55	\$15,238
15	Jerry DiMaggio, PE	STR Eng VIII	0	\$78.13	\$0
16	David Gerber, PE	STR Eng VI	145	\$75.83	\$10,996
17	Drew DellaConne, RA	STR Eng VI	0	\$69.83	\$0
SUPPORT STAFF					
18	Support Staff	STR LV	630	\$48.04	\$29,005
19	Support Staff	MECH LV	105	\$48.04	\$4,834
20	Support Staff	ELEC LV	105	\$48.04	\$4,834
21	Support Staff	CAD/ADMIN	0	\$37.23	\$0
GANNETT FLEMING					
OVERHEAD RATE 188.17%					
TECHNICAL STAFF					
1	Richard Cross, PE	DPM	0	\$105.40	\$0
2	David Howell, PE	Rail Sys. Lead	150	\$64.70	\$9,705
3	Bruce Smith	Quality Control	0	\$63.60	\$0
4	Robert Matthews, PE	Civil Lead	64	\$79.20	\$5,069
5	Steven Zapocznny, PE	Site/Civil	60	\$43.70	\$3,498
6	Agnieszka Lapinska, PE	Sr Structural	42	\$72.00	\$3,024
7	John Legath, PE	Track	336	\$64.10	\$21,538
8	Terry Shank, PE	Car/Trans	24	\$99.20	\$2,381
9	Bryan Shober, PE	Car/Trans	28	\$84.30	\$2,360
10	Greg Nazerow	Rail Ops	20	\$79.20	\$1,584
11	Ian Martin	Rail Ops	20	\$78.60	\$1,532
12	Ned Walter	Comms	0	\$73.70	\$0
13	James Sgro	Comms	0	\$90.00	\$0
14	Theodore Bandy, PE	Sys. Integ.	28	\$100.00	\$2,800
15	Stephen Barkovich	Sys. Integ.	140	\$59.10	\$8,274
16	Richard Lentz	Signals	4	\$81.90	\$328
17	Joseph Bonaduce	Signals	40	\$100.70	\$4,028
18	Akreza Edraki, PE, PMP	Safety & Sec.	0	\$99.60	\$0
19	McEwan van der Mandele, CPP	Safety & Sec.	0	\$77.70	\$0
19	Ramesh Rajagopal, PE	Hydraulics & Hydrology	0	\$73.30	\$0
SUPPORT STAFF					
20	Technical Support Staff	Eng. Staff	1,340	\$50.37	\$67,496
21	Administrative Support Staff	CAD/ADMIN	268	\$43.14	\$11,475
HALEY & ALDRICH					
OVERHEAD RATE 228.94%					
TECHNICAL STAFF					
1	Ed Zamiatie, PE	Lead Geotechnical Eng	0	\$84.08	\$0
2	Project Engineer	Project Engineer	0	\$60.60	\$0
3	Engineering Staff	Eng Staff	0	\$50.89	\$0
4	Junior Engineering Staff	Jr. Eng Staff	0	\$34.99	\$0
SUPPORT STAFF					
5	CADD/Project Assistant	CAD/ADMIN	0	\$30.30	\$0
GRIFFIN ENGINEERING					
OVERHEAD RATE 192.38%					
TECHNICAL STAFF					
1	Joe Griffin, PE	Const. Rev.	100	\$60.00	\$9,000

NON - DBE FIRMS					
DBE FIRMS					
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
NAIK CONSULTING GROUP					
OVERHEAD RATE 127.09%					
TECHNICAL STAFF					
1	John Ten, PE	PM	0	\$90.58	\$0
2	Rich Baron	SURV PM	0	\$58.30	\$0
3	Project Surveyor	SURV Proj. Surv	0	\$47.50	\$0
4	Party Chief	SURV Inst. Tech	0	\$37.21	\$0
5	Instrument Technician	SURV Inst. Tech	0	\$28.62	\$0
6	Ron Rotunno, PE	UTIL Mgr	0	\$74.66	\$0
7	Senior Utility Engineer	UTIL Sen. Eng	0	\$45.79	\$0
8	Utility Engineering Staff	UTIL Eng Staff	0	\$37.79	\$0
9	Senior Structural Engineer	STR Sen. Eng	96	\$54.50	\$5,232
10	Structural Engineering Staff	STR Eng Staff	120	\$29.22	\$3,508
SUPPORT STAFF					
11	CAD Manager	CAD Mgr	0	\$58.19	\$0
12	CAD Technicians	CAD Tech	84	\$30.54	\$2,565
ENVISION					
OVERHEAD RATE 137.81%					
TECHNICAL STAFF					
1	Kurt Buetler	Doc. Ctr. Mgr	0	\$42.00	\$0
2	Thomas Hartley	VE Team Lead	0	\$94.40	\$0
3	Configuration Management	Config. Mgmt.	0	\$55.00	\$0
4	Value Engineering Team	VE Team	0	\$75.52	\$0
SUPPORT STAFF					
5	Administration	Admin	0	\$21.40	\$0
JCMS					
OVERHEAD RATE 117.32%					
TECHNICAL STAFF					
1	K. Meehan	Senior Est.	218	\$63.67	\$13,753
2	Junior Estimator	Junior Est.	104	\$46.20	\$4,805
3	Project Controls	PC	200	\$57.75	\$11,550
RADIN					
OVERHEAD RATE 158.17%					
TECHNICAL STAFF					
1	Chitra Radin	Disc. Lead	0	\$100.00	\$0
SUPPORT STAFF					
2	Beth Uczynski	CAD IV	0	\$38.21	\$0
SJH					
OVERHEAD RATE 148.08%					
TECHNICAL STAFF					
1	S. Jayakumar	Civil Eng VII	36	\$84.24	\$3,033
2	Senior Engineering Staff	Sen. Eng Staff	84	\$59.58	\$5,006
3	Engineering Staff	Eng Staff	56	\$40.43	\$2,264

TEAM SUMMARY		
TOTAL ESTIMATED HOURS		\$,818
Total Salary		\$328,433
Overhead		\$498,830
Subtotal		\$825,063
Fixed Fee	10%	\$82,506
Total Direct Costs		\$0
TOTAL COST		\$907,569

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044

ESTIMATE BY INDIVIDUAL/TASK					
TASK:			FIRM:		
4.9 Feasibility Report			H&H / GANNETT FLEMING JV		
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
HARDESTY & HANOVER					
OVERHEAD RATE 187.48%					
TECHNICAL STAFF					
1	Micha Szumanski, PE	PM, STR Eng VIII	0	\$98.86	\$0
2	Charlie Geer, PE	Risk Manager	0	\$98.01	\$0
3	David Tuckman, PE	DPM, STR Eng VI	0	\$81.81	\$0
4	Steve Hantacker, PE, GE	QA/QC, STR Eng VI	0	\$72.32	\$0
5	Steve Hom, PE	STR Eng VII	0	\$80.39	\$0
6	Peter Rooney, PE	STR Eng VIII	6	\$96.51	\$519
7	Michael Hawkins, PE	STR Eng VIII	8	\$106.14	\$849
8	Steve Mikucki, PE	MECH Eng VII	10	\$96.43	\$964
9	Alex Noble, PE	ELEC Eng VI	10	\$70.29	\$703
10	Paul Connolly, PE	STR Eng VII	8	\$80.09	\$641
11	Glen Scheinich, PE	STR Eng VIII	0	\$106.79	\$0
12	Raymond Markbadl, PE	STR Eng VIII	0	\$86.58	\$0
13	Alphonac Yegian, PE, PhD	STR Eng VIII	0	\$76.13	\$0
14	David Maric, PE, SE	STR Eng VI	0	\$72.55	\$0
15	Jerry DiMaggio, PE	STR Eng VIII	0	\$76.13	\$0
16	David Gerber, PE	STR Eng VI	0	\$75.63	\$0
17	Orive Dale-Donne, RA	STR Eng VI	0	\$99.83	\$0
SUPPORT STAFF					
18	Support Staff	STR I-V	34	\$46.04	\$1,565
19	Support Staff	MECH I-V	8	\$46.04	\$368
20	Support Staff	ELEC I-V	8	\$46.04	\$368
21	Support Staff	CADY ADMIN	10	\$37.23	\$372
OVERHEAD RATE 196.17%					
GANNETT FLEMING					
TECHNICAL STAFF					
1	Richard Cross, PE	DPM	0	\$105.40	\$0
2	David Howell, PE	Rail Sys. Lead	18	\$64.79	\$1,165
3	Bruce Smith	Quality Control	0	\$63.80	\$0
4	Robert Matthews, PE	Civil Lead	24	\$79.20	\$1,901
5	Steven Zapocznny, PE	Site/Civil	8	\$43.79	\$350
6	Agnieszka Lapinski, PE	Sr. Structural	0	\$72.80	\$0
7	John Legath, PE	Track	36	\$64.16	\$2,308
8	Terry Shantz, PE	Cat/ Trans	0	\$99.20	\$0
9	Bryan Shoher, PE	Cat/ Trans	16	\$84.30	\$1,349
10	Greg Nazarov	Rail Ops	0	\$79.20	\$0
11	Ian Martin	Rail Ops	22	\$76.60	\$1,685
12	Ned Walker	Comms	20	\$73.75	\$1,474
13	James Sgro	Comms	0	\$90.00	\$0
14	Theodore Bandy, PE	Sys. Integ.	0	\$100.00	\$0
15	Stephen Bartovich	Sys. Integ.	0	\$59.10	\$0
16	Richard Lertz	Signals	24	\$81.90	\$1,966
17	Joseph Bonaduce	Signals	8	\$100.70	\$806
18	Almaza Edraki, PE, PMP	Safety & Sec.	0	\$99.80	\$0
19	McEwan van der Mandele, CPP	Safety & Sec.	0	\$77.70	\$0
19	Ramesh Rajagopal, PE	Hydraulics & Hydrology	0	\$75.30	\$0
SUPPORT STAFF					
20	Technical Support Staff	Eng. Staff	122	\$50.31	\$6,149
21	Administrative Support Staff	CADY ADMIN	0	\$43.14	\$0
OVERHEAD RATE 239.94%					
HALEY & ALDRICH					
TECHNICAL STAFF					
1	Ed Zaminski, PE	Lead Geotechnical Eng.	0	\$84.06	\$0
2	Project Engineer	Project Engineer	0	\$80.60	\$0
3	Engineering Staff	Eng. Staff	0	\$50.89	\$0
4	Junior Engineering Staff	Jr. Eng. Staff	0	\$34.99	\$0
SUPPORT STAFF					
5	CADY Project Assistant	CADY ADMIN	0	\$30.30	\$0
OVERHEAD RATE 182.34%					
GRIFFIN ENGINEERING					
TECHNICAL STAFF					
1	Joe Griffin, PE	Const. Rev.	0	\$90.00	\$0

NON - DBE FIRMS					
DBE FIRMS					
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
NAIK CONSULTING GROUP					
OVERHEAD RATE 127.09%					
TECHNICAL STAFF					
1	John Tan, PE	PM	0	\$90.58	\$0
2	Rich Baron	SURV PM	0	\$58.30	\$0
3	Project Surveyor	SURV Proj. Surv	0	\$47.50	\$0
4	Party Chief	SURV Inst. Tech.	0	\$37.21	\$0
5	Instrument Technician	SURV Inst. Tech.	0	\$28.62	\$0
6	Ron Rotunno, PE	UTIL Mgr	0	\$74.68	\$0
7	Senior Utility Engineer	UTIL Sen. Eng	0	\$45.79	\$0
8	Utility Engineering Staff	UTIL Eng Staff	0	\$37.79	\$0
9	Senior Structural Engineer	STR Sen. Eng.	8	\$54.50	\$436
10	Structural Engineering Staff	STR Eng Staff	0	\$29.22	\$0
SUPPORT STAFF					
11	CAD Manager	CAD Mgr	0	\$58.19	\$0
12	CAD Technicians	CAD Tech	0	\$30.54	\$0
OVERHEAD RATE 137.81%					
ENVISION					
TECHNICAL STAFF					
1	Kurt Buettler	Doc. Ctr. Mgr	0	\$42.00	\$0
2	Thomas Hanley	VE Team Lead	0	\$94.40	\$0
3	Configuration Management	Config. Mgmt.	0	\$55.00	\$0
4	Value Engineering Team	VE Team	0	\$75.52	\$0
SUPPORT STAFF					
5	Administration	Admin	0	\$21.40	\$0
OVERHEAD RATE 117.32%					
JCMS					
TECHNICAL STAFF					
1	K. Meehan	Senior Est.	0	\$63.67	\$0
2	Junior Estimator	Junior Est.	0	\$46.20	\$0
3	Project Controls	PC	0	\$37.75	\$0
OVERHEAD RATE 155.17%					
RADIN					
TECHNICAL STAFF					
1	Chitra Radin	Disc. Lead	0	\$100.00	\$0
SUPPORT STAFF					
2	Beth Uczynski	CAD IV	0	\$38.21	\$0
OVERHEAD RATE 140.00%					
SJH					
TECHNICAL STAFF					
1	S. Jayakumar	Civil Eng VIII	0	\$84.24	\$0
2	Senior Engineering Staff	Sen. Eng Staff	0	\$59.58	\$0
3	Engineering Staff	Eng. Staff	0	\$40.43	\$0

TEAM SUMMARY		
TOTAL ESTIMATED HOURS	404	
Total Salary		\$25,586
Overhead		\$40,477
Subtotal		\$66,063
Fixed Fee	10%	\$6,606
Total Direct Costs		\$64
TOTAL COST		\$73,533

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044

ESTIMATE BY INDIVIDUAL/TASK					
TASK:			FIRM:		
4.10 Value Engineering			H&H / GANNETT FLEMING JV		
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
HARDESTY & HANOVER					
OVERHEAD RATE 167.40%					
TECHNICAL STAFF					
1	Misha Szumanski, PE	PM, STR Eng VIII	0	\$98.88	\$0
2	Charlie Geer, PE	Risk Manager	0	\$98.01	\$0
3	David Tuckman, PE	DPM, STR Eng VII	0	\$81.81	\$0
4	Steve Haradler, PE, SE	QA/QC, STR Eng VI	0	\$72.32	\$0
5	Steve Horn, PE	STR Eng VII	0	\$80.39	\$0
6	Peter Roody, PE	STR Eng VIII	48	\$66.51	\$4,152
7	Michael Hawkins, PE	STR Eng VIII	16	\$108.14	\$1,698
8	Steve Mikucki, PE	MECH Eng VII	12	\$86.43	\$1,037
9	Alex Noble, PE	ELEC Eng VI	12	\$70.29	\$843
10	Paul Connolly, PE	STR Eng VII	0	\$80.09	\$0
11	Oren Scheleish, PE	STR Eng VIII	0	\$109.78	\$0
12	Raymond Menkbadl, PE	STR Eng VIII	0	\$66.58	\$0
13	Mahac Yeguin, PE, PhD	STR Eng VIII	0	\$76.13	\$0
14	David Marco, PE, SE	STR Eng VI	0	\$72.55	\$0
15	Jerry DiMaggio, PE	STR Eng VII	0	\$76.13	\$0
16	David Gerber, PE	STR Eng VI	0	\$75.63	\$0
17	Drew DellaConne, RA	STR Eng VI	0	\$69.83	\$0
SUPPORT STAFF					
18	Support Staff	STR LV	24	\$46.04	\$1,105
19	Support Staff	MECH LV	18	\$46.04	\$737
20	Support Staff	ELEC LV	18	\$46.04	\$737
21	Support Staff	CAD/ADMIN	18	\$37.23	\$598
OVERHEAD RATE 189.17%					
GANNETT FLEMING					
TECHNICAL STAFF					
1	Richard Cross, PE	DPM	0	\$105.40	\$0
2	David Howell, PE	Rail Sys. Lead	0	\$64.70	\$0
3	Bruce Smith	Quality Control	0	\$63.80	\$0
4	Robert Matthews, PE	Civil Lead	0	\$79.20	\$0
5	Steven Zapolizny, PE	Sr/Civil	0	\$43.70	\$0
6	Agnieszka Lapinska, PE	Sr Structural	12	\$72.00	\$864
7	John Legath, PE	Track	38	\$64.10	\$2,308
8	Terry Shantz, PE	Civil Trans	0	\$99.20	\$0
9	Bryan Shober, PE	Civil Trans	2	\$84.30	\$169
10	Greg Nazarov	Rail Ops	0	\$79.20	\$0
11	Ian Martin	Rail Ops	0	\$78.60	\$0
12	Neil Wasser	Comms	0	\$73.70	\$0
13	James Spire	Comms	0	\$90.00	\$0
14	Theodore Bandy, PE	Sys. Integ.	4	\$100.00	\$400
15	Stephen Barkovich	Sys. Integ.	0	\$59.10	\$0
16	Richard Lentz	Signals	0	\$81.90	\$0
17	Joseph Bonaduce	Signals	0	\$100.70	\$0
18	Almaza Edraki, PE, PMP	Safety & Sec.	0	\$99.60	\$0
19	McEwen van der Mandele, CPP	Safety & Sec.	0	\$77.70	\$0
19	Ramesh Raagopal, PE	Hydraulics & Hydrology	0	\$73.30	\$0
SUPPORT STAFF					
20	Technical Support Staff	Eng. Staff	117	\$50.37	\$5,893
21	Administrative Support Staff	CAD/ADMIN	70	\$43.14	\$3,020
OVERHEAD RATE 226.94%					
HALEY & ALDRICH					
TECHNICAL STAFF					
1	Ed Zamenka, PE	Lead Geotechnical Eng.	0	\$84.08	\$0
2	Project Engineer	Project Engineer	0	\$80.80	\$0
3	Engineering Staff	Eng Staff	0	\$50.89	\$0
4	Junior Engineering Staff	Jr. Eng Staff	0	\$34.98	\$0
SUPPORT STAFF					
5	CAD/Project Assistant	CAD/ADMIN	0	\$36.30	\$0
OVERHEAD RATE 182.38%					
GRIFFIN ENGINEERING					
TECHNICAL STAFF					
1	Joe Griffin, PE	Const. Rev.	0	\$90.00	\$0

NON - DBE FIRMS					
DBE FIRMS					
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
NAIK CONSULTING GROUP					
OVERHEAD RATE 127.09%					
TECHNICAL STAFF					
1	John Ten, PE	PM	0	\$90.56	\$0
2	Rich Baron	SURV PM	0	\$58.30	\$0
3	Project Surveyor	SURV Proj. Surv.	0	\$47.50	\$0
4	Party Chief	SURV Inst. Tech.	0	\$37.21	\$0
5	Instrument Technician	SURV Inst. Tech.	0	\$28.62	\$0
6	Ron Rotunno, PE	UTIL Mgr	0	\$74.66	\$0
7	Senior Utility Engineer	UTIL Sen. Eng.	0	\$45.79	\$0
8	Utility Engineering Staff	UTIL Eng Staff	0	\$37.79	\$0
9	Senior Structural Engineer	STR Sen. Eng.	0	\$54.50	\$0
10	Structural Engineering Staff	STR Eng Staff	0	\$29.22	\$0
SUPPORT STAFF					
11	CAD Manager	CAD Mgr	0	\$58.19	\$0
12	CAD Technicians	CAD Tech	0	\$30.54	\$0
OVERHEAD RATE 137.81%					
ENVISION					
TECHNICAL STAFF					
1	Kurt Buetler	Doc. Ctrl. Mgr	0	\$42.00	\$0
2	Thomas Hartley	VE Team Lead	204	\$84.00	\$19,258
3	Configuration Management	Config. Mgmt	0	\$35.00	\$0
4	Value Engineering Team	VE Team	256	\$75.52	\$19,333
SUPPORT STAFF					
5	Administration	Admin	56	\$21.40	\$1,198
OVERHEAD RATE 117.32%					
JCMS					
TECHNICAL STAFF					
1	K. Meehan	Senior Est.	16	\$63.67	\$1,019
2	Junior Estimator	Junior Est	0	\$46.20	\$0
3	Project Controls	PC	0	\$37.75	\$0
OVERHEAD RATE 186.17%					
RADIN					
TECHNICAL STAFF					
1	Chitra Radn	Disc. Lead	0	\$100.00	\$0
SUPPORT STAFF					
2	Beth Uczynski	CAD IV	0	\$38.21	\$0
OVERHEAD RATE 148.00%					
SJH					
TECHNICAL STAFF					
1	S Jayakumar	Civil Eng VIII	0	\$84.24	\$0
2	Senior Engineering Staff	Sen. Eng Staff	0	\$59.58	\$0
3	Engineering Staff	Eng Staff	0	\$40.43	\$0

TEAM SUMMARY	
TOTAL ESTIMATED HOURS	933
Total Salary	\$64,366
Overhead	\$93,214
Subtotal	\$157,580
Fixed Fee	10%
Total Direct Costs	\$16,520
TOTAL COST	\$169,858

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044

ESTIMATE BY INDIVIDUAL/TASK					
TASK:		FIRM:			
4.11 NEPA Coordination		H&H / GANNETT FLEMING JV			
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
HARDESTY & HANOVER					
OVERHEAD RATE 157.40%					
TECHNICAL STAFF					
1	Visha Szumanski, PE	PM, STR Eng VIII	0	\$96.86	\$0
2	Charlie Gear, PE	Risk Manager	0	\$96.01	\$0
3	David Tuckman, PE	OPM, STR Eng VII	0	\$81.81	\$0
4	Steve Haracker, PE, SE	QA/QC, STR Eng VI	0	\$72.32	\$0
5	Steve Horn, PE	STR Eng VII	0	\$80.39	\$0
6	Peter Roody, PE	STR Eng VIII	12	\$96.51	\$1,038
7	Michael Hawkins, PE	STR Eng VIII	0	\$106.14	\$0
8	Steve Mikucki, PE	MECH Eng VII	0	\$86.43	\$0
9	Alex Noble, PE	ELEC Eng VI	0	\$70.29	\$0
10	Paul Connolly, PE	STR Eng VII	0	\$80.09	\$0
11	Glen Schretsch, PE	STR Eng VIII	104	\$109.79	\$11,418
12	Raymond Mankbad, PE	STR Eng VII	0	\$86.58	\$0
13	Mihac Yegon, PE, PhD	STR Eng VIII	0	\$76.13	\$0
14	David Marcic, PE, SE	STR Eng VI	0	\$72.55	\$0
15	Jerry DiMaggio, PE	STR Eng VIII	0	\$76.13	\$0
16	David Gerber, PE	STR Eng VI	0	\$75.63	\$0
17	Drew DeDonne, RA	STR Eng VI	0	\$69.83	\$0
SUPPORT STAFF					
18	Support Staff	SYR I-V	80	\$46.04	\$2,762
19	Support Staff	MECH I-V	0	\$46.04	\$0
20	Support Staff	ELEC I-V	0	\$46.04	\$0
21	Support Staff	CAD/ADMIN	24	\$37.23	\$894
OVERHEAD RATE 188.17%					
GANNETT FLEMING					
TECHNICAL STAFF					
1	Richard Cross, PE	OPM	0	\$105.40	\$0
2	David Howell, PE	Rail Sys. Lead	182	\$64.70	\$12,422
3	Bruce Smith	Quality Control	0	\$83.80	\$0
4	Robert Matthews, PE	Civil Lead	0	\$79.29	\$0
5	Steven Zepolczyny, PE	Site/Civil	0	\$43.78	\$0
6	Agneszka Lapinski, PE	Sr Structural	0	\$72.00	\$0
7	John Legath, PE	Track	8	\$64.10	\$513
8	Terry Shantz, PE	Cat/Trans	0	\$99.20	\$0
9	Bryan Shober, PE	Cat/Trans	0	\$84.30	\$0
10	Greg Nazarov	Rail Ops	2	\$79.20	\$158
11	Ian Martin	Rail Ops	2	\$76.60	\$153
12	Ned Walter	Comms	0	\$73.70	\$0
13	James Sgro	Comms	0	\$90.00	\$0
14	Theodore Bandy, PE	Sys. Integ.	0	\$100.00	\$0
15	Stephen Barkovich	Sys. Integ.	0	\$59.10	\$0
16	Richard Lentz	Signals	0	\$81.90	\$0
17	Joseph Bonaduce	Signals	0	\$100.70	\$0
18	Alreza Edraki, PE, PMP	Safety & Sec.	0	\$99.60	\$0
19	McEwan van der Mandele, CPP	Safety & Sec.	0	\$77.70	\$0
19	Ramesh Rajagopal, PE	Hydraulics & Hydrology	0	\$73.30	\$0
SUPPORT STAFF					
20	Technical Support Staff	Eng. Staff	0	\$50.37	\$0
21	Administrative Support Staff	CAD/ADMIN	0	\$43.14	\$0
OVERHEAD RATE 220.94%					
HALEY & ALDRICH					
TECHNICAL STAFF					
1	Ed Zamisica, PE	Lead Geotechnical Eng.	0	\$84.06	\$0
2	Project Engineer	Project Engineer	0	\$60.60	\$0
3	Engineering Staff	Eng Staff	0	\$50.69	\$0
4	Junior Engineering Staff	Jr Eng Staff	0	\$34.99	\$0
SUPPORT STAFF					
5	CADD Project Assistant	CAD/ADMIN	0	\$30.30	\$0
OVERHEAD RATE 192.30%					
GRIFFIN ENGINEERING					
TECHNICAL STAFF					
1	Joe Griffin, PE	Const. Rev.	0	\$60.00	\$0

NON - DBE FIRMS					
DBE FIRMS					
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
NAIK CONSULTING GROUP					
OVERHEAD RATE 127.09%					
TECHNICAL STAFF					
1	John Tan, PE	PM	0	\$90.56	\$0
2	Rich Baron	SURV PM	0	\$58.30	\$0
3	Project Surveyor	SURV Proj. Surv.	0	\$47.50	\$0
4	Party Chief	SURV Inst. Tech.	0	\$37.21	\$0
5	Instrument Technician	SURV Inst. Tech.	0	\$28.62	\$0
6	Ron Rotunno, PE	UTIL Mgr	0	\$74.66	\$0
7	Senior Utility Engineer	UTIL Sen. Eng.	0	\$45.79	\$0
8	Utility Engineering Staff	UTIL Eng Staff	0	\$37.79	\$0
9	Senior Structural Engineer	STR Sen. Eng.	0	\$54.50	\$0
10	Structural Engineering Staff	STR Eng Staff	0	\$29.22	\$0
SUPPORT STAFF					
11	CAD Manager	CAD Mgr	0	\$58.19	\$0
12	CAD Technicians	CAD Tech	0	\$30.54	\$0
OVERHEAD RATE 137.61%					
ENVISION					
TECHNICAL STAFF					
1	Kurt Buetler	Doc. Ctrl. Mgr	0	\$42.00	\$0
2	Thomas Harley	VE Team Lead	0	\$94.40	\$0
3	Configuration Management	Config. Mgmt.	0	\$55.00	\$0
4	Value Engineering Team	VE Team	0	\$75.52	\$0
SUPPORT STAFF					
5	Administration	Admin	0	\$21.40	\$0
OVERHEAD RATE 117.32%					
JCMS					
TECHNICAL STAFF					
1	K. Meehan	Senior Est.	0	\$63.67	\$0
2	Junior Estimator	Junior Est.	0	\$46.20	\$0
3	Project Controls	PC	0	\$57.75	\$0
OVERHEAD RATE 185.17%					
RADIN					
TECHNICAL STAFF					
1	Chitra Radin	Disc. Lead	0	\$100.00	\$0
SUPPORT STAFF					
2	Beth Uczynski	CAD IV	0	\$38.21	\$0
OVERHEAD RATE 140.00%					
SJH					
TECHNICAL STAFF					
1	S. Jayakumar	Civil Eng VIII	0	\$84.24	\$0
2	Senior Engineering Staff	Sen. Eng Staff	0	\$59.58	\$0
3	Engineering Staff	Eng Staff	0	\$40.43	\$0

TEAM SUMMARY		
TOTAL ESTIMATED HOURS	464	
Total Salary		\$29,359
Overhead		\$46,446
Subtotal		\$75,805
Fixed Fee	10%	\$7,581
Total Direct Costs		\$0
TOTAL COST		\$83,386

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044

ESTIMATE BY INDIVIDUAL/TASK					
TASK:			FIRM:		
4.12A Design Criteria			H&H / GANNETT FLEMING JV		
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
HARDESTY & HANOVER					
OVERHEAD RATE 187.40%					
TECHNICAL STAFF					
1	Misha Szumanski, PE	PM, STR Eng VIII	0	\$98.86	\$0
2	Charlie Geer, PE	Risk Manager	0	\$88.01	\$0
3	David Tuckman, PE	DPM, STR Eng VII	0	\$81.81	\$0
4	Steve Harlacker, PE, SE	QA/QC, STR Eng VI	0	\$72.32	\$0
5	Steve Hom, PE	STR Eng VII	0	\$80.39	\$0
6	Peter Roody, PE	STR Eng VIII	10	\$86.51	\$865
7	Michael Hawkins, PE	STR Eng VIII	8	\$108.14	\$865
8	Steve Mikucki, PE	MECH Eng VII	8	\$86.43	\$691
9	Alex Noble, PE	ELEC Eng VI	8	\$70.29	\$562
10	Paul Connolly, PE	STR Eng VII	0	\$80.09	\$0
11	Glen Schetsch, PE	STR Eng VIII	0	\$109.78	\$0
12	Raymond Mankbadi, PE	STR Eng VIII	8	\$86.58	\$693
13	Mihac Veglan, PE, PhD	STR Eng VIII	0	\$78.13	\$0
14	David Marcic, PE, SE	STR Eng VI	8	\$72.55	\$580
15	Jerry DiMaggio, PE	STR Eng VIII	0	\$78.13	\$0
16	David Gerber, PE	STR Eng VI	0	\$75.63	\$0
17	Drew DeleDonne, RA	STR Eng VI	0	\$89.83	\$0
SUPPORT STAFF					
18	Support Staff	STR I-V	0	\$46.04	\$0
19	Support Staff	MECH I-V	0	\$46.04	\$0
20	Support Staff	ELEC I-V	0	\$46.04	\$0
21	Support Staff	CAD/ADMIN	0	\$37.23	\$0
OVERHEAD RATE 189.17%					
GANNETT FLEMING					
TECHNICAL STAFF					
1	Richard Cross, PE	DPM	8	\$105.40	\$843
2	David Howell, PE	Rail Sys. Lead	0	\$64.70	\$0
3	Bruce Smith	Quality Control	0	\$83.80	\$0
4	Robert Matthews, PE	Civil Lead	0	\$79.20	\$0
5	Steven Zapotoczny, PE	Site/Civil	0	\$43.70	\$0
6	Agnieszka Lapinski, PE	Sr. Structural	20	\$72.00	\$1,440
7	John Legath, PE	Track	0	\$64.10	\$0
8	Terry Shantz, PE	Civil Trans	0	\$89.20	\$0
9	Bryan Shober, PE	Civil Trans	0	\$84.30	\$0
10	Greg Nazarov	Rail Ops	0	\$79.20	\$0
11	Ian Martin	Rail Ops	0	\$76.60	\$0
12	Neil Walker	Comms	0	\$73.70	\$0
13	James Sgro	Comms	0	\$90.00	\$0
14	Theodore Bandy, PE	Sys. Integ.	0	\$100.00	\$0
15	Stephen Barkovich	Sys. Integ.	0	\$59.10	\$0
16	Richard Lentz	Signals	0	\$81.90	\$0
17	Joseph Bonaduce	Signals	0	\$100.70	\$0
18	Alreza Edraki, PE, PMP	Safety & Sec.	0	\$99.60	\$0
19	McEwan van der Mandele, CPP	Safety & Sec.	0	\$77.70	\$0
19	Ramesh Rajagopal, PE	Hydraulics & Hydrology	0	\$73.30	\$0
SUPPORT STAFF					
20	Technical Support Staff	Eng. Staff	22	\$50.37	\$1,108
21	Administrative Support Staff	CAD/ADMIN	0	\$43.14	\$0
OVERHEAD RATE 220.94%					
HALEY & ALDRICH					
TECHNICAL STAFF					
1	Ed Zamanski, PE	Lead Geotechnical Eng	0	\$84.06	\$0
2	Project Engineer	Project Engineer	0	\$60.60	\$0
3	Engineering Staff	Eng Staff	0	\$50.66	\$0
4	Junior Engineering Staff	Jr. Eng Staff	0	\$34.99	\$0
SUPPORT STAFF					
5	CAD/Project Assistant	CAD/ADMIN	0	\$30.30	\$0
OVERHEAD RATE 182.30%					
GRUFFIN ENGINEERING					
TECHNICAL STAFF					
1	Joe Griffin, PE	Const. Rev.	0	\$90.00	\$0

NON - DBE FIRMS
DBE FIRMS

NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
NAIK CONSULTING GROUP					
OVERHEAD RATE 127.09%					
TECHNICAL STAFF					
1	John Tan, PE	PM	0	\$90.58	\$0
2	Rich Baron	SURV PM	0	\$58.30	\$0
3	Project Surveyor	SURV Proj. Surv.	0	\$47.50	\$0
4	Party Chief	SURV Inst. Tech.	0	\$37.21	\$0
5	Instrument Technician	SURV Inst. Tech.	0	\$28.62	\$0
6	Ron Rotunno, PE	UTIL Mgr	0	\$74.66	\$0
7	Senior Utility Engineer	UTIL Sen. Eng.	0	\$45.79	\$0
8	Utility Engineering Staff	UTIL Eng Staff	0	\$37.79	\$0
9	Senior Structural Engineer	STR Sen. Eng.	0	\$54.50	\$0
10	Structural Engineering Staff	STR Eng Staff	0	\$29.22	\$0
SUPPORT STAFF					
11	CAD Manager	CAD Mgr	0	\$58.19	\$0
12	CAD Technicians	CAD Tech	0	\$30.54	\$0
OVERHEAD RATE 137.51%					
ENVISION					
TECHNICAL STAFF					
1	Kurt Buettler	Doc. Ctrl. Mgr	0	\$42.00	\$0
2	Thomas Hartley	VE Team Lead	0	\$94.40	\$0
3	Configuration Management	Config. Mgmt.	0	\$55.00	\$0
4	Value Engineering Team	VE Team	0	\$75.52	\$0
SUPPORT STAFF					
5	Administration	Admin	0	\$21.40	\$0
OVERHEAD RATE 117.32%					
JCMS					
TECHNICAL STAFF					
1	K. Meehan	Senior Est.	0	\$63.67	\$0
2	Junior Estimator	Junior Est.	0	\$46.20	\$0
3	Project Controls	PC	0	\$57.75	\$0
OVERHEAD RATE 185.17%					
RADIN					
TECHNICAL STAFF					
1	Chitra Radin	Disc. Lead	0	\$100.00	\$0
SUPPORT STAFF					
2	Beth Uczynski	CAD IV	0	\$38.21	\$0
OVERHEAD RATE 140.00%					
SJH					
TECHNICAL STAFF					
1	S. Jayakumar	Civil Eng VIII	0	\$84.24	\$0
2	Senior Engineering Staff	Sen. Eng Staff	0	\$59.58	\$0
3	Engineering Staff	Eng. Staff	0	\$40.43	\$0

TEAM SUMMARY	
TOTAL ESTIMATED HOURS	100
Total Salary	\$7,632
Overhead	\$12,073
Subtotal	\$19,705
Fixed Fee	10%
Total Direct Costs	\$9
TOTAL COST	\$21,874

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044

ESTIMATE BY INDIVIDUAL/TASK					
TASK:			FIRM:		
4.12B Bridge Design			H&H / GANNETT FLEMING JV		
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
HARDESTY & HAROVER					
OVERHEAD RATE 187.40%					
TECHNICAL STAFF					
1	Visha Szumanski, PE	PM, STR Eng VIII	0	\$98.88	\$0
2	Charlie Geer, PE	Risk Manager	0	\$98.01	\$0
3	David Tuckman, PE	DPM, STR Eng VII	0	\$81.81	\$0
4	Steve Hantacker, PE, SE	QA/QC, STR Eng VI	0	\$72.32	\$0
5	Steve Horn, PE	STR Eng VII	0	\$80.39	\$0
6	Peter Roody, PE	STR Eng VIII	200	\$98.51	\$17,302
7	Michael Hawkins, PE	STR Eng VIII	200	\$108.14	\$21,228
8	Steve Mitucki, PE	MECH Eng VII	140	\$88.43	\$12,100
9	Alex Noble, PE	ELEC Eng VI	140	\$70.29	\$9,840
10	Paul Connolly, PE	STR Eng VII	172	\$80.09	\$13,776
11	Glen Schetelsch, PE	STR Eng VII	0	\$109.79	\$0
12	Raymond Mankbadi, PE	STR Eng VII	80	\$88.58	\$8,926
13	Mishac Yegian, PE, PhD	STR Eng VII	0	\$78.13	\$0
14	David Maric, PE, SE	STR Eng VI	109	\$72.55	\$7,250
15	Jerry DiMaggio, PE	STR Eng VIII	60	\$76.19	\$4,558
16	David Gerber, PE	STR Eng VI	80	\$75.63	\$8,050
17	Drew DellaDonna, RA	STR Eng VI	0	\$86.83	\$0
SUPPORT STAFF					
18	Support Staff	STR I-V	809	\$48.04	\$28,039
19	Support Staff	MECH I-V	385	\$48.04	\$17,286
20	Support Staff	ELEC I-V	383	\$48.04	\$17,286
21	Support Staff	CAD ADMIN	1,440	\$37.23	\$53,511
GANNETT FLEMING					
OVERHEAD RATE 189.17%					
TECHNICAL STAFF					
1	Richard Cross, PE	CPM	20	\$105.40	\$2,108
2	David Howell, PE	Rail Sys. Lead	0	\$84.70	\$0
3	Bruce Smith	Quality Control	0	\$63.89	\$0
4	Robert Matthews, PE	Civil Lead	0	\$79.29	\$0
5	Steven Zapotoczny, PE	Site/Civil	0	\$43.70	\$0
6	Agneszka Lipinski, PE	Sr. Structural	100	\$72.00	\$7,200
7	John Legath, PE	Track	0	\$64.10	\$0
8	Terry Shantz, PE	CalV Trans	0	\$99.20	\$0
9	Bryan Shober, PE	CalV Trans	0	\$84.30	\$0
10	Greg Nazarov	Rail Ops	0	\$79.20	\$0
11	Ian Martin	Rail Ops	0	\$78.60	\$0
12	Nell Walker	Comms	0	\$73.70	\$0
13	James Sgro	Comms	0	\$90.00	\$0
14	Theodore Sandy, PE	Sys. Integ.	0	\$100.00	\$0
15	Stephen Barkovich	Sys. Integ.	0	\$59.10	\$0
16	Richard Lentz	Signals	0	\$81.90	\$0
17	Joseph Bonaduce	Signals	0	\$100.70	\$0
18	Aleza Edraki, P.E. PMP	Safety & Sec.	100	\$99.60	\$9,960
19	McEwen van der Mandele, CPP	Safety & Sec.	120	\$77.70	\$9,324
19	Ramesh Rajagopal, PE	Hydraulics & Hydrology	0	\$73.30	\$0
SUPPORT STAFF					
20	Technical Support Staff	Eng Staff	1,003	\$50.37	\$50,521
21	Administrative Support Staff	CAD/ADMIN	223	\$43.14	\$9,620
HALEY & ALDRICH					
OVERHEAD RATE 288.94%					
TECHNICAL STAFF					
1	Ed Zaminski, PE	Lead Geotechnical Eng.	0	\$84.00	\$0
2	Project Engineer	Project Engineer	0	\$60.60	\$0
3	Engineering Staff	Eng Staff	0	\$50.69	\$0
4	Junior Engineering Staff	Jr Eng Staff	0	\$34.98	\$0
SUPPORT STAFF					
5	CADD Project Assistant	CAD/ADMIN	0	\$30.30	\$0
GRIFFIN ENGINEERING					
OVERHEAD RATE 182.34%					
TECHNICAL STAFF					
1	Joe Griffin, PE	Const. Rev.	0	\$90.00	\$0

NON - DBE FIRMS
DBE FIRMS

NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
NAIK CONSULTING GROUP					
OVERHEAD RATE 127.09%					
TECHNICAL STAFF					
1	John Tan, PE	PM	0	\$90.58	\$0
2	Rich Baron	SURV PM	0	\$58.30	\$0
3	Project Surveyor	SURV Proj. Surv.	0	\$47.50	\$0
4	Party Chief	SURV Inst. Tech.	0	\$37.21	\$0
5	Instrument Technician	SURV Inst. Tech.	0	\$28.62	\$0
6	Ron Rotunno, PE	UTIL Mgr	0	\$74.68	\$0
7	Senior Utility Engineer	UTIL Sen. Eng.	0	\$45.79	\$0
8	Utility Engineering Staff	UTIL Eng Staff	0	\$37.79	\$0
9	Senior Structural Engineer	STR Sen. Eng.	0	\$54.50	\$0
10	Structural Engineering Staff	STR Eng Staff	0	\$29.22	\$0
SUPPORT STAFF					
11	CAD Manager	CAD Mgr	0	\$58.19	\$0
12	CAD Technicians	CAD Tech	0	\$30.54	\$0
ENVISION					
OVERHEAD RATE 137.81%					
TECHNICAL STAFF					
1	Kurt Buettler	Doc. Ctrl. Mgr	0	\$42.00	\$0
2	Thomas Hartley	VE Team Lead	0	\$94.40	\$0
3	Configuration Management	Config. Mgmt.	0	\$55.00	\$0
4	Value Engineering Team	VE Team	0	\$75.52	\$0
SUPPORT STAFF					
5	Administration	Admin	0	\$21.40	\$0
JCMS					
OVERHEAD RATE 117.32%					
TECHNICAL STAFF					
1	K. Meehan	Senior Est.	0	\$63.87	\$0
2	Junior Estimator	Junior Est.	0	\$48.20	\$0
3	Project Controls	PC	0	\$37.75	\$0
RADIN					
OVERHEAD RATE 155.17%					
TECHNICAL STAFF					
1	Chitra Radin	Disc. Lead	0	\$100.00	\$0
SUPPORT STAFF					
2	Beth Uczynski	CAD IV	100	\$38.21	\$3,821
SJH					
OVERHEAD RATE 148.06%					
TECHNICAL STAFF					
1	S. Jayakumar	Civil Eng VIII	0	\$84.24	\$0
2	Senior Engineering Staff	Sen. Eng Staff	40	\$59.58	\$2,383
3	Engineering Staff	Eng Staff	48	\$40.43	\$1,941

TEAM SUMMARY	
TOTAL ESTIMATED HOURS	5,748
Total Salary	\$313,024
Overhead	\$493,433
Subtotal	\$806,458
Fixed Fee	\$80,646
Total Direct Costs	\$162
TOTAL COST	\$887,104

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044

ESTIMATE BY INDIVIDUAL/TASK					
TASK:			FIRM:		
4.12C Track Design			H&H / GANNETT FLEMING JV		
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
HARDESTY & HANOVER					
OVERHEAD RATE 187.00%					
TECHNICAL STAFF					
1	Visha Szumanski, PE	PM, STR Eng VIII	0	\$96.86	\$0
2	Charlie Geer, PE	Risk Manager	0	\$98.01	\$0
3	David Tuckman, PE	DPM, STR Eng VII	0	\$81.81	\$0
4	Steve Hartacker, PE, SE	QAQC, STR Eng VI	0	\$72.32	\$0
5	Steve Hom, PE	STR Eng VII	0	\$80.39	\$0
6	Peter Roody, PE	STR Eng VIII	0	\$86.51	\$0
7	Michael Hawkins, PE	STR Eng VIII	0	\$108.14	\$0
8	Steve Mikucki, PE	MECH Eng VII	0	\$86.43	\$0
9	Alex Noble, PE	ELEC Eng VI	0	\$70.29	\$0
10	Paul Connolly, PE	STR Eng VII	0	\$80.09	\$0
11	Glen Schetelich, PE	STR Eng VIII	0	\$109.79	\$0
12	Raymond Manibadi, PE	STR Eng VIII	0	\$86.58	\$0
13	Mishac Yegian, PE, PhD	STR Eng VIII	0	\$76.13	\$0
14	David Maroc, PE, SE	STR Eng VI	0	\$72.55	\$0
15	Jerry DiMaggio, PE	STR Eng VIII	0	\$76.13	\$0
16	David Gerber, PE	STR Eng VI	0	\$75.83	\$0
17	Drew DeleDorne, RA	STR Eng VI	0	\$69.83	\$0
SUPPORT STAFF					
18	Support Staff	STR LV	0	\$46.04	\$0
19	Support Staff	MECH LV	0	\$46.04	\$0
20	Support Staff	ELEC LV	0	\$46.04	\$0
21	Support Staff	CAD/ ADMIN	0	\$37.23	\$0
GANNETT FLEMING					
OVERHEAD RATE 188.17%					
TECHNICAL STAFF					
1	Richard Cross, PE	DPM	20	\$105.40	\$2,108
2	David Howell, PE	Rail Sys. Lead	80	\$64.70	\$5,176
3	Bruce Smith	Quality Control	0	\$83.80	\$0
4	Robert Matthews, PE	Civil Lead	0	\$79.20	\$0
5	Steven Zapoliczny, PE	Site/Civil	0	\$43.70	\$0
6	Agnieszka Lapinski, PE	Sr Structural	0	\$72.00	\$0
7	John Legath, PE	Track	275	\$64.10	\$17,628
8	Terry Shantz, PE	Cal/ Trans	0	\$99.20	\$0
9	Bryan Shoer, PE	Cal/ Trans	0	\$84.30	\$0
10	Greg Nazarov	Rail Ops	10	\$79.20	\$792
11	Ian Martin	Rail Ops	10	\$78.60	\$786
12	Neil Walter	Comms	0	\$73.70	\$0
13	James Sgro	Comms	0	\$90.00	\$0
14	Theodore Bandy, PE	Sys. Integ.	0	\$100.00	\$0
15	Stephen Barkovich	Sys. Integ.	0	\$59.10	\$0
16	Richard Lertz	Signals	0	\$81.90	\$0
17	Joseph Bonaduce	Signals	0	\$100.70	\$0
18	Aleza Epraku, PE, PMP	Safety & Sec.	0	\$99.60	\$0
19	McEwan van der Mandele, CPP	Safety & Sec.	0	\$77.70	\$0
19	Ramesh Rajagopal, PE	Hydraulics & Hydrology	0	\$73.30	\$0
SUPPORT STAFF					
20	Technical Support Staff	Eng. Staff	0	\$50.37	\$0
21	Administrative Support Staff	CAD/ ADMIN	0	\$43.14	\$0
HALLEY & ALDRICH					
OVERHEAD RATE 220.94%					
TECHNICAL STAFF					
1	Ed Zamnstke, PE	Lead Geotechnical Eng.	0	\$84.08	\$0
2	Project Engineer	Project Engineer	0	\$80.60	\$0
3	Engineering Staff	Eng Staff	0	\$50.69	\$0
4	Junior Engineering Staff	Jr Eng Staff	0	\$34.98	\$0
SUPPORT STAFF					
5	CAD/ Project Assistant	CAD/ ADMIN	0	\$30.30	\$0
GRIFFIN ENGINEERING					
OVERHEAD RATE 182.30%					
TECHNICAL STAFF					
1	Joe Griffin, PE	Const. Rev.	0	\$90.00	\$0

NON - DBE FIRMS					
DBE FIRMS					
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
NAIK CONSULTING GROUP					
OVERHEAD RATE 127.09%					
TECHNICAL STAFF					
1	John Tan, PE	PM	0	\$90.56	\$0
2	Rich Baron	SURV PM	0	\$58.30	\$0
3	Project Surveyor	SURV Proj. Surv.	0	\$47.50	\$0
4	Party Chief	SURV Inst. Tech.	0	\$37.21	\$0
5	Instrument Technician	SURV Inst. Tech.	0	\$28.62	\$0
6	Ron Rotunno, PE	UTL. Mgr	0	\$74.66	\$0
7	Senior Utility Engineer	UTL. Sen. Eng.	0	\$45.79	\$0
8	Utility Engineering Staff	UTL. Eng Staff	0	\$37.79	\$0
9	Senior Structural Engineer	STR Sen. Eng	0	\$64.50	\$0
10	Structural Engineering Staff	STR Eng Staff	0	\$29.22	\$0
SUPPORT STAFF					
11	CAD Manager	CAD Mgr	0	\$58.19	\$0
12	CAD Technicians	CAD Tech	0	\$30.54	\$0
ENVISION					
OVERHEAD RATE 137.81%					
TECHNICAL STAFF					
1	Kurt Buetler	Doc. Ctrl. Mgr	0	\$42.00	\$0
2	Thomas Hartley	VE Team Lead	0	\$94.40	\$0
3	Configuration Management	Config. Mgmt.	0	\$55.00	\$0
4	Value Engineering Team	VE Team	0	\$75.52	\$0
SUPPORT STAFF					
5	Administration	Admin	0	\$21.40	\$0
JCMS					
OVERHEAD RATE 117.32%					
TECHNICAL STAFF					
1	K. Meehan	Senior Est.	0	\$63.67	\$0
2	Junior Estimator	Junior Est.	0	\$48.20	\$0
3	Project Controls	PC	0	\$57.75	\$0
RADIN					
OVERHEAD RATE 168.17%					
TECHNICAL STAFF					
1	Chitra Radin	Disc. Lead	0	\$100.00	\$0
SUPPORT STAFF					
2	Beth Uczynski	CAD IV	0	\$38.21	\$0
SJH					
OVERHEAD RATE 140.00%					
TECHNICAL STAFF					
1	S. Jayakumar	Civil Eng VIII	0	\$84.24	\$0
2	Senior Engineering Staff	Sen. Eng Staff	0	\$59.58	\$0
3	Engineering Staff	Eng. Staff	0	\$40.43	\$0

TEAM SUMMARY		
TOTAL ESTIMATED HOURS	398	
Total Salary		\$26,470
Overhead		\$42,132
Subtotal		\$68,601
Fixed Fee	10%	\$6,860
Total Direct Costs		\$162
TOTAL COST		\$75,623

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044

ESTIMATE BY INDIVIDUAL/TASK					
TASK:			FIRM:		
4.12D Civil Design			H&H / GANNETT FLEMING JV		
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
HARDESTY & HAROVER					
OVERHEAD RATE 187.40%					
TECHNICAL STAFF					
1	Visha Szumanski, PE	PM, STR Eng VIII	0	\$98.88	\$0
2	Charlie Geer, PE	Risk Manager	0	\$98.01	\$0
3	David Tuckman, PE	DPM, STR Eng VII	0	\$81.81	\$0
4	Steve Harlacker, PE, SE	QAQC, STR Eng VI	0	\$72.32	\$0
5	Steve Hom, PE	STR Eng VII	0	\$80.36	\$0
6	Peter Roody, PE	STR Eng VIII	0	\$86.51	\$0
7	Michael Hawkins, PE	STR Eng VIII	0	\$108.14	\$0
8	Steve Mikucki, PE	MECH Eng VII	0	\$96.43	\$0
9	Alex Noble, PE	ELEC Eng VI	0	\$70.29	\$0
10	Paul Connolly, PE	STR Eng VII	0	\$80.09	\$0
11	Glen Schetchch, PE	STR Eng VIII	0	\$109.75	\$0
12	Raymond Mankbeck, PE	STR Eng VIII	0	\$86.58	\$0
13	Mahac Yegian, PE, PhD	STR Eng VIII	0	\$78.13	\$0
14	David Maroc, PE, SE	STR Eng VI	0	\$72.55	\$0
15	Jerry DiMaggio, PE	STR Eng VII	0	\$78.13	\$0
16	David Gerber, PE	STR Eng VI	0	\$76.68	\$0
17	Drew DeleDonne, RA	STR Eng VI	0	\$69.83	\$0
SUPPORT STAFF					
18	Support Staff	STR LV	0	\$46.04	\$0
19	Support Staff	MECH LV	0	\$46.04	\$0
20	Support Staff	ELEC LV	0	\$46.04	\$0
21	Support Staff	CAD/ADMIN	0	\$37.23	\$0
GANNETT FLEMING					
OVERHEAD RATE 188.17%					
TECHNICAL STAFF					
1	Richard Cross, PE	DPM	0	\$105.40	\$0
2	David Howell, PE	Rail Sys. Lead	0	\$64.70	\$0
3	Bruce Smith	Quality Control	0	\$63.80	\$0
4	Robert Matthews, PE	Civil Lead	138	\$79.20	\$10,771
5	Steven Zapocizny, PE	Stra/Civl	424	\$43.75	\$18,529
6	Agneszka Lapinski, PE	Sr Structural	0	\$72.00	\$0
7	John Legath, PE	Track	0	\$64.10	\$0
8	Terry Shantz, PE	Car/ Trans	0	\$99.20	\$0
9	Bryan Shober, PE	Car/ Trans	0	\$84.30	\$0
10	Greg Nazarov	Rail Ops	0	\$79.20	\$0
11	Ian Martin	Rail Ops	0	\$78.60	\$0
12	Nef Walter	Comms	0	\$73.70	\$0
13	James Ego	Comms	0	\$90.00	\$0
14	Theodore Bandy, PE	Sys. Integ.	0	\$100.00	\$0
15	Stephen Barkovich	Sys. Integ.	0	\$59.10	\$0
16	Richard Lantz	Signals	0	\$81.90	\$0
17	Joseph Bonaduce	Signals	0	\$100.70	\$0
18	Alreza Edraki, PE, PMP	Safety & Sec.	0	\$99.60	\$0
19	McEwan van der Mandele, CPP	Safety & Sec.	0	\$77.70	\$0
19	Ramesh Rajagopal, PE	Hydraulics & Hydrology	0	\$73.30	\$0
SUPPORT STAFF					
20	Technical Support Staff	Eng Staff	608	\$50.37	\$30,825
21	Administrative Support Staff	CAD/ADMIN	232	\$43.14	\$10,008
RALEY & ALLRUCH					
OVERHEAD RATE 228.94%					
TECHNICAL STAFF					
1	Ed Zamanski, PE	Lead Geotechnical Eng.	20	\$84.00	\$1,681
2	Project Engineer	Project Engineer	40	\$60.60	\$2,424
3	Engineering Staff	Eng Staff	80	\$50.69	\$4,055
4	Junior Engineering Staff	Jr Eng Staff	40	\$34.99	\$1,400
SUPPORT STAFF					
5	CAD/Project Assistant	CAD/ADMIN	10	\$30.30	\$303
GRUFFIN ENGINEERING					
OVERHEAD RATE 182.36%					
TECHNICAL STAFF					
1	Joe Griffin, PE	Const. Rev.	0	\$90.00	\$0

NON - DBE FIRMS
DBE FIRMS

NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
NAIK CONSULTING GROUP					
OVERHEAD RATE 127.09%					
TECHNICAL STAFF					
1	John Ten, PE	PM	0	\$90.56	\$0
2	Rich Baron	SURV PM	0	\$58.30	\$0
3	Project Surveyor	SURV Proj. Surv	0	\$47.50	\$0
4	Party Chief	SURV Inst. Tech.	0	\$37.21	\$0
5	Instrument Technician	SURV Inst. Tech	0	\$28.62	\$0
6	Ron Rotunno, PE	UTIL Mgr	0	\$74.68	\$0
7	Senior Utility Engineer	UTIL Sen. Eng.	0	\$45.79	\$0
8	Utility Engineering Staff	UTIL Eng Staff	0	\$37.79	\$0
9	Senior Structural Engineer	STR Sen. Eng.	0	\$54.50	\$0
10	Structural Engineering Staff	STR Eng Staff	0	\$29.22	\$0
SUPPORT STAFF					
11	CAD Manager	CAD Mgr	0	\$58.19	\$0
12	CAD Technicians	CAD Tech	0	\$30.54	\$0
ENVISION					
OVERHEAD RATE 137.51%					
TECHNICAL STAFF					
1	Kurt Buetler	Doc. Ctrl. Mgr	0	\$42.00	\$0
2	Thomas Hartley	VE Team Lead	0	\$94.40	\$0
3	Configuration Management	Config. Mgmt.	0	\$55.00	\$0
4	Value Engineering Team	VE Team	0	\$75.52	\$0
SUPPORT STAFF					
5	Administration	Admin	0	\$21.40	\$0
JCMS					
OVERHEAD RATE 117.32%					
TECHNICAL STAFF					
1	K. Meehan	Senior Est.	0	\$63.67	\$0
2	Junior Estimator	Junior Est.	0	\$46.20	\$0
3	Project Controls	PC	0	\$57.75	\$0
RADIN					
OVERHEAD RATE 168.17%					
TECHNICAL STAFF					
1	Chira Radin	Disc. Lead	0	\$100.00	\$0
SUPPORT STAFF					
2	Beth Uczynaku	CAD IV	0	\$38.21	\$0
SJH					
OVERHEAD RATE 148.00%					
TECHNICAL STAFF					
1	S. Jayakumaran	Civil Eng VIII	0	\$84.24	\$0
2	Senior Engineering Staff	Sen. Eng Staff	0	\$59.56	\$0
3	Engineering Staff	Eng Staff	0	\$40.43	\$0

TEAM SUMMARY	
TOTAL ESTIMATED HOURS	1,590
Total Salary	\$79,796
Overhead	\$133,104
Subtotal	\$212,901
Fixed Fee	10%
Total Direct Costs	\$162
TOTAL COST	\$214,353

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044

ESTIMATE BY INDIVIDUAL/TASK					
TASK:			FIRM:		
4.12E Buildings & Facilities			H&H / GANNETT FLEMING JV		
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
HARDESTY & HANOVER					
OVERHEAD RATE 187.00%					
TECHNICAL STAFF					
1	Visha Szumanski, PE	PM, STR Eng VII	0	\$96.86	\$0
2	Charlie Geer, PE	Risk Manager	0	\$98.01	\$0
3	David Tuckman, PE	DPM, STR Eng VII	0	\$81.81	\$0
4	Steve Harlackner, PE, SE	QAQC, STR Eng VI	0	\$72.32	\$0
5	Steve Horn, PE	STR Eng VII	0	\$80.99	\$0
6	Peter Roody, PE	STR Eng VIII	20	\$95.51	\$1,730
7	Michael Hawkins, PE	STR Eng VIII	0	\$105.14	\$0
8	Steve Mikucki, PE	MECH Eng VII	0	\$86.43	\$0
9	Alex Noble, PE	ELEC Eng VI	0	\$70.29	\$0
10	Paul Connolly, PE	STR Eng VII	0	\$80.09	\$0
11	Glen Schetelich, PE	STR Eng VIII	0	\$109.78	\$0
12	Raymond Markbadi, PE	STR Eng VIII	0	\$86.58	\$0
13	Mishaq Yeghan, PE, PhD	STR Eng VIII	0	\$76.13	\$0
14	David Marcic, PE, SE	STR Eng VI	0	\$72.35	\$0
15	Jerry DiMaggio, PE	STR Eng VIII	0	\$78.13	\$0
16	David Gerber, PE	STR Eng VI	0	\$75.63	\$0
17	Drew DeleDonne, RA	STR Eng VI	50	\$69.83	\$4,190
SUPPORT STAFF					
18	Support Staff	STR I-V	72	\$46.04	\$3,315
19	Support Staff	MECH I-V	0	\$46.04	\$0
20	Support Staff	ELEC I-V	0	\$46.04	\$0
21	Support Staff	CAD/ ADMIN	44	\$37.23	\$1,638
OVERHEAD RATE 188.17%					
GANNETT FLEMING					
TECHNICAL STAFF					
1	Richard Cross, PE	DPM	0	\$105.40	\$0
2	David Howell, PE	Rail Sys. Lead	0	\$64.70	\$0
3	Bruce Smith	Quality Control	0	\$63.80	\$0
4	Robert Matthews, PE	Civil Lead	0	\$79.20	\$0
5	Steven Zapotyczny, PE	Site/Civil	0	\$43.70	\$0
6	Agneszka Lapinski, PE	Sr. Structural	0	\$72.00	\$0
7	John Legath, PE	Track	0	\$64.10	\$0
8	Ferry Shantz, PE	Cal/ Trans	0	\$99.20	\$0
9	Bryan Shoher, PE	Cal/ Trans	0	\$84.30	\$0
10	Greg Nazarov	Rail Ops	0	\$79.20	\$0
11	Ian Martin	Rail Ops	0	\$78.60	\$0
12	Neil Walter	Comms	0	\$75.70	\$0
13	James Sgro	Comms	0	\$90.00	\$0
14	Theodore Bandy, PE	Sys. Integ.	0	\$100.00	\$0
15	Stephen Bartovich	Sys. Integ.	0	\$59.10	\$0
16	Richard Lentz	Signals	0	\$81.90	\$0
17	Joseph Bonaduce	Signals	0	\$100.70	\$0
18	Alreza Edraki, PE, PMP	Safety & Sec.	0	\$99.60	\$0
18	McEwan van der Mandele, CPP	Safety & Sec.	0	\$77.70	\$0
19	Ramesh Rajagopal, PE	Hydraulics & Hydrology	0	\$73.30	\$0
SUPPORT STAFF					
20	Technical Support Staff	Eng. Staff	0	\$50.37	\$0
21	Administrative Support Staff	CAD/ ADMIN	0	\$43.14	\$0
OVERHEAD RATE 220.94%					
HALEY & ALDRICH					
TECHNICAL STAFF					
1	Ed Zaminski, PE	Lead Geotechnical Eng.	0	\$84.06	\$0
2	Project Engineer	Project Engineer	0	\$80.60	\$0
3	Engineering Staff	Eng Staff	0	\$50.69	\$0
4	Junior Engineering Staff	Jr. Eng Staff	0	\$34.99	\$0
SUPPORT STAFF					
5	CADD/ Project Assistant	CAD/ ADMIN	0	\$30.30	\$0
OVERHEAD RATE 182.38%					
GRIFFIN ENGINEERING					
TECHNICAL STAFF					
1	Joe Griffin, PE	Const. Rev.	0	\$90.00	\$0

NON - OBE FIRMS					
DBE FIRMS					
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
NAIK CONSULTING GROUP					
OVERHEAD RATE 127.09%					
TECHNICAL STAFF					
1	John Tan, PE	PM	0	\$90.58	\$0
2	Rich Baron	SURV PM	0	\$58.30	\$0
3	Project Surveyor	SURV Proj. Surv.	0	\$47.50	\$0
4	Party Chief	SURV Inst. Tech.	0	\$37.21	\$0
5	Instrument Technician	SURV Inst. Tech.	0	\$28.82	\$0
6	Ron Rotunno, PE	UTIL Mgr	0	\$74.86	\$0
7	Senior Utility Engineer	UTIL Sen. Eng.	0	\$45.79	\$0
8	Utility Engineering Staff	UTIL Eng Staff	0	\$37.78	\$0
9	Senior Structural Engineer	STR Sen. Eng	0	\$54.50	\$0
10	Structural Engineering Staff	STR Eng Staff	0	\$29.22	\$0
SUPPORT STAFF					
11	CAD Manager	CAD Mgr	0	\$58.19	\$0
12	CAD Technicians	CAD Tech	0	\$30.54	\$0
OVERHEAD RATE 137.51%					
ENVISION					
TECHNICAL STAFF					
1	Kurt Buettler	Doc. Ctrl. Mgr	0	\$42.00	\$0
2	Thomas Hartley	VE Team Lead	0	\$94.40	\$0
3	Configuration Management	Config. Mgmt.	0	\$55.00	\$0
4	Value Engineering Team	VE Team	0	\$75.52	\$0
SUPPORT STAFF					
5	Administration	Admin	0	\$21.40	\$0
OVERHEAD RATE 117.33%					
JCMS					
TECHNICAL STAFF					
1	K. Meehan	Senior Est.	0	\$63.67	\$0
2	Junior Estimator	Junior Est.	0	\$46.20	\$0
3	Project Controls	PC	0	\$57.75	\$0
OVERHEAD RATE 168.17%					
RADIN					
TECHNICAL STAFF					
1	Chitra Radin	Disc. Lead	0	\$100.00	\$0
SUPPORT STAFF					
2	Beth Uczynski	CAD IV	0	\$38.21	\$0
OVERHEAD RATE 140.00%					
SJH					
TECHNICAL STAFF					
1	S. Jayakumar	Civil Eng VIII	0	\$84.24	\$0
2	Senior Engineering Staff	Sen Eng Staff	0	\$59.58	\$0
3	Engineering Staff	Eng Staff	0	\$40.43	\$0

TEAM SUMMARY	
TOTAL ESTIMATED HOURS	196
Total Salary	\$10,873
Overhead	\$17,114
Subtotal	\$27,987
Fixed Fee	\$2,799
Total Direct Costs	\$182
TOTAL COST	\$30,948

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044

ESTIMATE BY INDIVIDUAL/TASK					
TASK:			FIRM:		
4.12F TP / Electrical			H&H / GANNETT FLEMING JV		
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
HARDESTY & HANOVER					
OVERHEAD RATE 187.46%					
TECHNICAL STAFF					
1	Visha Szumanski, PE	IPM, STR Eng VIII	0	\$98.86	\$0
2	Charlie Geer, PE	Risk Manager	0	\$98.01	\$0
3	David Tuckman, PE	DPM, STR Eng VII	0	\$81.81	\$0
4	Steve Harlackner, PE, SE	QAQC, STR Eng VI	0	\$72.32	\$0
5	Steve Hom, PE	STR Eng VII	0	\$80.39	\$0
6	Peter Roody, PE	STR Eng VIII	0	\$98.51	\$0
7	Michael Hawkins, PE	STR Eng VIII	0	\$108.14	\$0
8	Steve Mikucki, PE	MECH Eng VII	0	\$86.43	\$0
9	Alex Noble, PE	ELEC Eng VI	0	\$70.29	\$0
10	Paul Connolly, PE	STR Eng VII	0	\$80.09	\$0
11	Glen Schetelch, PE	STR Eng VIII	0	\$109.78	\$0
12	Raymond Mankbadl, PE	STR Eng VIII	0	\$86.58	\$0
13	Mihac Yegien, PE, PhD	STR Eng VIII	0	\$76.13	\$0
14	David Marcoc, PE, SE	STR Eng VI	0	\$72.55	\$0
15	Jerry DiMaggio, PE	STR Eng VIII	0	\$76.13	\$0
16	David Gerber, PE	STR Eng VI	0	\$75.83	\$0
17	Drew DeleDonne, RA	STR Eng VI	0	\$68.83	\$0
SUPPORT STAFF					
18	Support Staff	STR LV	0	\$46.04	\$0
19	Support Staff	MECH LV	0	\$46.04	\$0
20	Support Staff	ELEC LV	0	\$46.04	\$0
21	Support Staff	CAD/ ADMIN	0	\$37.23	\$0
GANNETT FLEMING					
OVERHEAD RATE 188.17%					
TECHNICAL STAFF					
1	Richard Cross, PE	DPM	20	\$106.40	\$2,128
2	David Howell, PE	Rail Sys. Lead	200	\$64.70	\$12,940
3	Bruce Smith	Quality Control	0	\$63.80	\$0
4	Robert Matthews, PE	Civil Lead	0	\$79.20	\$0
5	Steven Zapoliczny, PE	Site/Civil	0	\$43.70	\$0
6	Agnieszka Lapinski, PE	Str Structural	0	\$72.00	\$0
7	John Legath, PE	Track	0	\$64.10	\$0
8	Terry Shantz, PE	Cal/ Trans	24	\$99.20	\$2,381
9	Bryen Shober, PE	Cal/ Trans	140	\$64.30	\$11,802
10	Greg Nazarov	Rail Ops	18	\$79.20	\$1,267
11	Ian Martin	Rail Ops	0	\$78.60	\$0
12	Neil Walter	Comms	0	\$73.70	\$0
13	James Sgro	Comms	0	\$90.00	\$0
14	Theodore Bandy, PE	Sys. Integ.	32	\$100.00	\$3,200
15	Stephen Bartkovich	Sys. Integ.	196	\$59.10	\$11,584
16	Richard Lantz	Signals	0	\$81.90	\$0
17	Joseph Bonaduce	Signals	0	\$100.70	\$0
18	Alreza Edraki, PE, PMP	Safety & Sec.	0	\$99.60	\$0
19	McEwan van der Mandele, CPP	Safety & Sec.	0	\$77.70	\$0
19	Ramesh Rajagopst, PE	Hydraulics & Hydrology	0	\$73.30	\$0
SUPPORT STAFF					
20	Technical Support Staff	Eng Staff	722	\$50.37	\$36,367
21	Administrative Support Staff	CAD/ ADMIN	655	\$43.14	\$28,257
HALEY & ALDRICH					
OVERHEAD RATE 220.94%					
TECHNICAL STAFF					
1	Ed Zamanski, PE	Lead Geotechnical Eng	0	\$84.08	\$0
2	Project Engineer	Project Engineer	0	\$60.60	\$0
3	Engineering Staff	Eng Staff	0	\$50.89	\$0
4	Junior Engineering Staff	Jr. Eng Staff	0	\$34.98	\$0
SUPPORT STAFF					
5	CAD/ Project Assistant	CAD/ ADMIN	0	\$30.30	\$0
GRIFFIN ENGINEERING					
OVERHEAD RATE 182.30%					
TECHNICAL STAFF					
1	Joe Griffin, PE	Const. Rev.	0	\$90.00	\$0

NON - DBE FIRMS					
DBE FIRMS					
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
NAIK CONSULTING GROUP					
OVERHEAD RATE 127.09%					
TECHNICAL STAFF					
1	John Tan, PE	PM	0	\$90.56	\$0
2	Rich Baron	SURV PM	0	\$58.30	\$0
3	Project Surveyor	SURV Proj. Surv	0	\$47.50	\$0
4	Party Chief	SURV Inst. Tech.	0	\$37.21	\$0
5	Instrument Technician	SURV Inst. Tech.	0	\$28.62	\$0
6	Ron Rotunno, PE	UTIL Mgr	0	\$74.66	\$0
7	Senior Utility Engineer	UTIL Sen. Eng.	0	\$45.79	\$0
8	Utility Engineering Staff	UTIL Eng Staff	0	\$37.79	\$0
9	Senior Structural Engineer	STR Sen. Eng.	0	\$54.50	\$0
10	Structural Engineering Staff	STR Eng Staff	0	\$29.22	\$0
SUPPORT STAFF					
11	CAD Manager	CAD Mgr	0	\$58.19	\$0
12	CAD Technicians	CAD Tech	0	\$30.54	\$0
ENVISION					
OVERHEAD RATE 137.51%					
TECHNICAL STAFF					
1	Kurt Buettler	Doc. Ctrl. Mgr	0	\$42.00	\$0
2	Thomas Hartley	VE Team Lead	0	\$94.40	\$0
3	Configuration Management	Config. Mgmt.	0	\$55.00	\$0
4	Value Engineering Team	VE Team	0	\$75.52	\$0
SUPPORT STAFF					
5	Administration	Admin	0	\$21.40	\$0
JCMS					
OVERHEAD RATE 117.32%					
TECHNICAL STAFF					
1	K. Meehan	Senior Est.	0	\$63.67	\$0
2	Junior Estimator	Junior Est.	0	\$46.20	\$0
3	Project Controls	PC	0	\$37.75	\$0
RADIN					
OVERHEAD RATE 158.17%					
TECHNICAL STAFF					
1	Chitra Radin	Disc. Lead	0	\$100.00	\$0
SUPPORT STAFF					
2	Beth Uczynski	CAD IV	181	\$38.21	\$6,918
SJH					
OVERHEAD RATE 148.66%					
TECHNICAL STAFF					
1	S. Jayakumarar	Civil Eng VIII	0	\$84.24	\$0
2	Senior Engineering Staff	Sen. Eng Staff	0	\$59.58	\$0
3	Engineering Staff	Eng Staff	0	\$40.43	\$0

TEAM SUMMARY		
TOTAL ESTIMATED HOURS	2,188	
Total Salary		\$118,821
Overhead		\$185,668
Subtotal		\$304,489
Fixed Fee	10%	\$30,249
Total Direct Costs		\$162
TOTAL COST		\$334,900

NJ REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044

ESTIMATE BY INDIVIDUAL/TASK					
TASK:		FIRM:			
4.12G Signal Systems		H&H / GANNETT FLEMING JV			
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
HARDESTY & HANOVER					
OVERHEAD RATE 187.48%					
TECHNICAL STAFF					
1	Misha Sumanski, PE	PM, STR Eng VIII	0	\$98.88	\$0
2	Charlie Geer, PE	Risk Manager	0	\$98.01	\$0
3	David Tuckman, PE	OPM, STR Eng VII	0	\$81.81	\$0
4	Steve Harlocker, PE, SE	QA/QC, STR Eng VI	0	\$72.33	\$0
5	Steve Horn, PE	STR Eng VII	0	\$80.39	\$0
6	Peter Roody, PE	STR Eng VIII	0	\$86.51	\$0
7	Michael Hawkins, PE	STR Eng VIII	0	\$108.14	\$0
8	Steve Mikucki, PE	MECH Eng VII	0	\$86.43	\$0
9	Alex Noble, PE	ELEC Eng VI	0	\$70.29	\$0
10	Paul Connolly, PE	STR Eng VII	0	\$80.09	\$0
11	Glen Schetsch, PE	STR Eng VII	0	\$109.75	\$0
12	Raymond Mankbadi, PE	STR Eng VIII	0	\$86.58	\$0
13	Mshac Yegian, PE, PhD	STR Eng VIII	0	\$76.13	\$0
14	David Maroz, PE, SE	STR Eng VI	0	\$72.55	\$0
15	Jerry DiMaggio, PE	STR Eng VII	0	\$76.13	\$0
16	David Gerber, PE	STR Eng VI	0	\$76.63	\$0
17	Drew DeLoDonne, RA	STR Eng VI	0	\$69.83	\$0
SUPPORT STAFF					
18	Support Staff	STR I-V	0	\$46.04	\$0
19	Support Staff	MECH I-V	0	\$46.04	\$0
20	Support Staff	ELEC I-V	0	\$46.04	\$0
21	Support Staff	CAD/ ADMIN	0	\$37.23	\$0
OVERHEAD RATE 188.17%					
GANNETT FLEMING					
TECHNICAL STAFF					
1	Richard Cross, PE	OPM	18	\$109.40	\$1,969
2	David Howell, PE	Rail Sys. Lead	20	\$54.70	\$1,094
3	Bruce Smith	Quality Control	0	\$83.80	\$0
4	Robert Matthews, PE	Civil Lead	0	\$79.20	\$0
5	Steven Zapolcny, PE	Civil/Civil	0	\$43.70	\$0
6	Agneszka Lapinski, PE	Sr. Structural	0	\$72.00	\$0
7	John Legath, PE	Track	0	\$64.10	\$0
8	Terry Ghaniz, PE	Call Trans	0	\$99.20	\$0
9	Bryan Shober, PE	Call Trans	0	\$64.30	\$0
10	Greg Nazarov	Rail Ops	0	\$79.20	\$0
11	Ian Martin	Rail Ops	0	\$76.60	\$0
12	Ned Water	Comms	0	\$73.70	\$0
13	James Sgro	Comms	0	\$90.00	\$0
14	Theodore Bandy, PE	Sys. Integ	0	\$100.00	\$0
15	Stephen Barkovich	Sys. Integ	0	\$59.10	\$0
16	Richard Lentz	Signals	2	\$81.90	\$164
17	Joseph Bonaduca	Signals	30	\$100.70	\$3,021
18	Alezaa Edraki, PE, PMP	Safety & Sec.	0	\$99.50	\$0
19	McEwan van der Mandele, CPP	Safety & Sec.	0	\$77.70	\$0
19	Ramesh Rajagopal, PE	Hydraulics & Hydrology	0	\$73.30	\$0
SUPPORT STAFF					
20	Technical Support Staff	Eng Staff	20	\$50.37	\$1,007
21	Administrative Support Staff	CAD/ ADMIN	20	\$43.14	\$863
OVERHEAD RATE 220.34%					
HALEY & ALDRICH					
TECHNICAL STAFF					
1	Ed Zamanski, PE	Lead Geotechnical Eng.	0	\$54.00	\$0
2	Project Engineer	Project Engineer	0	\$60.60	\$0
3	Engineering Staff	Eng Staff	0	\$50.89	\$0
4	Junior Engineering Staff	Jr. Eng Staff	0	\$34.98	\$0
SUPPORT STAFF					
5	CAD/Proj Assistant	CAD/ ADMIN	0	\$36.30	\$0
GRIFFIN ENGINEERING					
OVERHEAD RATE 183.30%					
TECHNICAL STAFF					
1	Joe Griffin, PE	Const. Rev.	0	\$90.00	\$0

NON - DBE FIRMS					
DBE FIRMS					
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
NAIK CONSULTING GROUP					
OVERHEAD RATE 127.09%					
TECHNICAL STAFF					
1	John Yan, PE	IPM	0	\$90.56	\$0
2	Rich Baron	SURV PM	0	\$58.30	\$0
3	Project Surveyor	SURV Proj. Surv.	0	\$47.50	\$0
4	Party Chief	SURV Inst. Tech.	0	\$37.21	\$0
5	Instrument Technician	SURV Inst. Tech.	0	\$28.62	\$0
6	Ron Rotunno, PE	UTIL Mgr	0	\$74.66	\$0
7	Senior Utility Engineer	UTIL Sen. Eng.	0	\$45.79	\$0
8	Utility Engineering Staff	UTIL Eng Staff	0	\$37.79	\$0
9	Senior Structural Engineer	STR Sen. Eng	0	\$54.50	\$0
10	Structural Engineering Staff	STR Eng Staff	0	\$29.22	\$0
SUPPORT STAFF					
11	CAD Manager	CAD Mgr	0	\$58.19	\$0
12	CAD Technicians	CAD Tech	0	\$30.54	\$0
ENVISION					
OVERHEAD RATE 137.51%					
TECHNICAL STAFF					
1	Kurt Buetler	Doc. Ctrl. Mgr	0	\$42.00	\$0
2	Thomas Hartley	VE Team Lead	0	\$94.40	\$0
3	Configuration Management	Config. Mgmt.	0	\$55.00	\$0
4	Value Engineering Team	VE Team	0	\$75.52	\$0
SUPPORT STAFF					
5	Administration	Admin	0	\$21.40	\$0
JCMS					
OVERHEAD RATE 117.32%					
TECHNICAL STAFF					
1	K. Meehan	Senior Est.	0	\$63.67	\$0
2	Junior Estimator	Junior Est.	0	\$46.20	\$0
3	Project Controls	PC	0	\$57.75	\$0
RADIN					
OVERHEAD RATE 166.17%					
TECHNICAL STAFF					
1	Chitra Radin	Disc. Lead	0	\$100.00	\$0
SUPPORT STAFF					
2	Beth Uczynski	CAD IV	0	\$38.21	\$0
SJR					
OVERHEAD RATE 140.60%					
TECHNICAL STAFF					
1	S. Jayakumaran	Civil Eng VII	0	\$64.24	\$0
2	Senior Engineering Staff	Sen. Eng Staff	0	\$59.56	\$0
3	Engineering Staff	Eng Staff	0	\$40.43	\$0

TEAM SUMMARY		
TOTAL ESTIMATED HOURS	108	
Total Salary		\$8,035
Overhead		\$12,790
Subtotal		\$20,825
Fixed Fee	10%	\$2,083
Total Direct Costs		\$0
TOTAL COST		\$22,908

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044

ESTIMATE BY INDIVIDUAL/TASK					
TASK:			FIRM:		
4.12H Communications			H&H / GANNETT FLEMING JV		
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
HARDESTY & HANOVER					
OVERHEAD RATE 187.40%					
TECHNICAL STAFF					
1	Misha Szumanski, PE	PM, STR Eng VIII	0	\$98.86	\$0
2	Charlie Geer, PE	Risk Manager	0	\$98.01	\$0
3	David Tuckman, PE	DPM, STR Eng VII	0	\$81.81	\$0
4	Steve Harlicker, PE, SE	QAQC, STR Eng VI	0	\$72.32	\$0
5	Steve Hom, PE	STR Eng VII	0	\$80.39	\$0
6	Peter Roody, PE	STR Eng VIII	0	\$86.51	\$0
7	Michael Hawkins, PE	STR Eng VIII	0	\$108.14	\$0
8	Steve Mikucki, PE	MECH Eng VII	0	\$86.43	\$0
9	Alex Noble, PE	ELEC Eng VI	0	\$70.29	\$0
10	Paul Connolly, PE	STR Eng VII	0	\$80.09	\$0
11	Glen Schetelich, PE	STR Eng VIII	0	\$109.79	\$0
12	Raymond Mankbadl, PE	STR Eng VIII	0	\$86.58	\$0
13	Mishac Yegian, PE, PhD	STR Eng VIII	0	\$76.13	\$0
14	David Marcc, PE, SE	STR Eng VI	0	\$72.55	\$0
15	Jerry DiMaggio, PE	STR Eng VIII	0	\$76.13	\$0
16	Drew Gerber, PE	STR Eng VI	0	\$75.83	\$0
17	Oliv Desedonne, RA	STR Eng VI	0	\$69.83	\$0
SUPPORT STAFF					
18	Support Staff	STR I-V	0	\$46.04	\$0
19	Support Staff	MECH I-V	0	\$46.04	\$0
20	Support Staff	ELEC I-V	0	\$46.04	\$0
21	Support Staff	CAD/ ADMIN	0	\$37.23	\$0
GANNETT FLEMING					
OVERHEAD RATE 189.17%					
TECHNICAL STAFF					
1	Richard Cross, PE	DPM	18	\$105.40	\$1,897
2	David Howell, PE	Rail Sys. Lead	120	\$64.70	\$7,764
3	Bruce Smith	Quality Control	0	\$63.80	\$0
4	Robert Matthews, PE	Civil Lead	0	\$79.20	\$0
5	Steven Zapotoczny, PE	Site/Civil	0	\$43.70	\$0
6	Agnieszka Lapinski, PE	Sr Structural	0	\$72.00	\$0
7	John Legath, PE	Track	0	\$64.10	\$0
8	Terry Shantz, PE	Cat/ Trans	0	\$99.20	\$0
9	Bryan Shoher, PE	Cat/ Trans	0	\$84.30	\$0
10	Greg Nazarov	Rail Ops	0	\$79.20	\$0
11	Ian Martin	Rail Ops	0	\$76.80	\$0
12	Ned Walker	Comms	165	\$73.70	\$12,161
13	James Sgro	Comms	40	\$50.00	\$3,600
14	Theodore Bandy, PE	Sys. Integ	0	\$100.00	\$0
15	Stephen Barkovich	Sys. Integ	0	\$59.10	\$0
16	Richard Lertz	Signals	0	\$81.90	\$0
17	Joseph Bonaduce	Signals	0	\$100.70	\$0
18	Alezaa Edrak, PE, PMP	Safety & Sec.	0	\$99.60	\$0
19	McEwan van der Mandele, CPP	Safety & Sec.	0	\$77.70	\$0
20	Ramesh Rajagopal, PE	Hydraulics & Hydrology	0	\$73.30	\$0
SUPPORT STAFF					
20	Technical Support Staff	Eng Staff	158	\$50.37	\$7,958
21	Administrative Support Staff	CAD/ ADMIN	151	\$43.14	\$6,514
HALEY & ALDRICH					
OVERHEAD RATE 220.84%					
TECHNICAL STAFF					
1	Ed Zamanski, PE	Lead Geotechnical Eng.	0	\$84.06	\$0
2	Project Engineer	Project Engineer	0	\$60.60	\$0
3	Engineering Staff	Eng Staff	0	\$50.69	\$0
4	Junior Engineering Staff	Jr Eng Staff	0	\$34.98	\$0
SUPPORT STAFF					
5	CADD/Project Assistant	CAD/ ADMIN	0	\$30.30	\$0
GRIFFIN ENGINEERING					
OVERHEAD RATE 182.38%					
TECHNICAL STAFF					
1	Joe Griffin, PE	Const. Rev.	0	\$90.00	\$0

NON - DBE FIRMS					
DBE FIRMS					
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
RAIK CONSULTING GROUP					
OVERHEAD RATE 127.09%					
TECHNICAL STAFF					
1	John Tan, PE	PM	0	\$90.58	\$0
2	Rich Baron	SURV PM	0	\$58.30	\$0
3	Project Surveyor	SURV Proj. Surv.	0	\$47.50	\$0
4	Party Chief	SURV Inst. Tech.	0	\$37.21	\$0
5	Instrument Technician	SURV Inst. Tech.	0	\$28.62	\$0
6	Ron Rotunno, PE	UTIL Mgr	0	\$74.66	\$0
7	Senior Utility Engineer	UTIL Sen. Eng.	0	\$45.79	\$0
8	Utility Engineering Staff	UTIL Eng Staff	0	\$37.79	\$0
9	Senior Structural Engineer	STR Sen. Eng.	0	\$54.50	\$0
10	Structural Engineering Staff	STR Eng Staff	0	\$29.22	\$0
SUPPORT STAFF					
11	CAD Manager	CAD Mgr	0	\$58.19	\$0
12	CAD Technicians	CAD Tech	0	\$30.54	\$0
EMVISON					
OVERHEAD RATE 137.81%					
TECHNICAL STAFF					
1	Kurt Buetler	Doc. Ctrl. Mgr	0	\$42.00	\$0
2	Thomas Hartley	VE Team Lead	0	\$94.40	\$0
3	Configuration Management	Config. Mgmt.	0	\$55.00	\$0
4	Value Engineering Team	VE Team	0	\$75.52	\$0
SUPPORT STAFF					
5	Administration	Admin	0	\$21.40	\$0
JCMS					
OVERHEAD RATE 117.32%					
TECHNICAL STAFF					
1	K. Meehan	Senior Est.	0	\$63.67	\$0
2	Junior Estimator	Junior Est.	0	\$46.20	\$0
3	Project Controls	PC	0	\$37.75	\$0
RADIN					
OVERHEAD RATE 168.17%					
TECHNICAL STAFF					
1	Chitra Radin	Disc. Lead	0	\$100.00	\$0
SUPPORT STAFF					
2	Beth Uczynski	CAD IV	0	\$38.21	\$0
SJH					
OVERHEAD RATE 140.00%					
TECHNICAL STAFF					
1	S. Jayakumar	Civil Eng VIII	0	\$84.24	\$0
2	Senior Engineering Staff	Sen. Eng Staff	0	\$59.58	\$0
3	Engineering Staff	Eng Staff	0	\$40.43	\$0

TEAM SUMMARY		
TOTAL ESTIMATED HOURS		850
Total Salary		\$39,884
Overhead		\$63,164
Subtotal		\$102,848
Fixed Fee	10%	\$10,285
Total Direct Costs		\$112
TOTAL COST		\$113,294

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044

ESTIMATE BY INDIVIDUAL/TASK					
TASK:			FIRM:		
4.121 Cost & Schedule			H&H / GANNETT FLEMING JV		
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
HARDESTY & HANOVER					
TECHNICAL STAFF					
1	Vlaha Szumanski, PE	PM, STR Eng VIII	0	\$96.86	\$0
2	Charlie Geer, PE	Risk Manager	0	\$96.01	\$0
3	David Tuckman, PE	DPM, STR Eng VII	0	\$81.81	\$0
4	Steve Haracker, PE, SE	QAQC, STR Eng VI	0	\$72.32	\$0
5	Steve Hom, PE	STR Eng VII	0	\$80.39	\$0
6	Peter Roody, PE	STR Eng VIII	50	\$86.51	\$4,325
7	Michael Hawkins, PE	STR Eng VIII	40	\$108.14	\$4,248
8	Steve Mikucki, PE	MECH Eng VII	40	\$96.43	\$3,457
9	Alex Noble, PE	ELEC Eng VI	50	\$70.29	\$3,514
10	Paut Connolly, PE	STR Eng VII	20	\$80.09	\$1,602
11	Glen Scherlach, PE	STR Eng VIII	0	\$108.78	\$0
12	Raymond Markback, PE	STR Eng VIII	0	\$86.58	\$0
13	Mihac Vegjan, PE, PhD	STR Eng VIII	0	\$76.13	\$0
14	David Marcic, PE, SE	STR Eng VI	0	\$72.55	\$0
15	Jerry DiMaggio, PE	STR Eng VIII	0	\$76.13	\$0
16	David Gerber, PE	STR Eng VI	0	\$75.83	\$0
17	Drew DeSeDonne, RA	STR Eng VI	20	\$69.83	\$1,397
SUPPORT STAFF					
18	Support Staff	STR I-V	106	\$46.04	\$4,872
19	Support Staff	MECH I-V	80	\$46.04	\$3,683
20	Support Staff	ELEC I-V	80	\$46.04	\$3,683
21	Support Staff	CAD/ADMIN	0	\$37.23	\$0
OVERHEAD RATE 187.40%					
GANNETT FLEMING					
TECHNICAL STAFF					
1	Richard Cross, PE	OPM	8	\$105.40	\$843
2	David Howell, PE	Rail Sys. Lead	40	\$64.70	\$2,588
3	Bruce Smith	Quality Control	0	\$63.80	\$0
4	Robert Matthews, PE	Civil Lead	0	\$79.20	\$0
5	Steven Zapocznny, PE	Site/Civil	0	\$43.70	\$0
6	Agnieszka Lapinski, PE	Sr. Structural	0	\$72.00	\$0
7	John Legath, PE	Track	20	\$64.10	\$1,282
8	Terry Shantz, PE	Cat/ Trans	0	\$99.20	\$0
9	Bryan Shoher, PE	Cat/ Trans	0	\$84.30	\$0
10	Greg Nazarov	Rail Ops	0	\$79.20	\$0
11	Ian Martin	Rail Ops	0	\$76.00	\$0
12	Ned Walker	Comms	0	\$73.70	\$0
13	James Sgro	Comms	0	\$90.00	\$0
14	Theodore Bandy, PE	Sys. Integ	0	\$100.00	\$0
15	Stephen Barkovich	Sys. Integ	0	\$59.10	\$0
16	Richard Lentz	Signals	2	\$81.90	\$164
17	Joseph Bonaduce	Signals	0	\$100.70	\$0
18	Alicza Edraki, PE, PMP	Safety & Sec.	0	\$99.60	\$0
18	McEwan van der Mandele, CPP	Safety & Sec.	0	\$77.70	\$0
19	Ramesh Rajagopal, PE	Hydraulics & Hydrology	0	\$173.30	\$0
SUPPORT STAFF					
20	Technical Support Staff	Eng. Staff	4	\$50.37	\$201
21	Administrative Support Staff	CAD/ADMIN	0	\$43.14	\$0
OVERHEAD RATE 220.94%					
HALEY & ALDRICH					
TECHNICAL STAFF					
1	Ed Zamanski, PE	Lead Geotechnical Eng.	0	\$84.06	\$0
2	Project Engineer	Project Engineer	0	\$60.60	\$0
3	Engineering Staff	Eng Staff	0	\$50.69	\$0
4	Junior Engineering Staff	Jr. Eng Staff	0	\$34.99	\$0
SUPPORT STAFF					
5	CAD/Project Assistant	CAD/ADMIN	0	\$30.30	\$0
OVERHEAD RATE 182.38%					
GRIFFIN ENGINEERING					
TECHNICAL STAFF					
1	Joe Griffin, PE	Const. Rev.	0	\$90.00	\$0

NON - DBE FIRMS					
DBE FIRMS					
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
NAIK CONSULTING GROUP					
TECHNICAL STAFF					
1	John Tan, PE	PM	0	\$90.58	\$0
2	Rich Baron	SURV PM	0	\$58.30	\$0
3	Project Surveyor	SURV Prof. Surv.	0	\$47.50	\$0
4	Party Chief	SURV Inst. Tech.	0	\$37.21	\$0
5	Instrument Technician	SURV Inst. Tech.	0	\$28.62	\$0
6	Ron Rotunno, PE	UTIL Mgr	0	\$74.66	\$0
7	Senior Utility Engineer	UTIL Sen. Eng.	0	\$45.79	\$0
8	Utility Engineering Staff	UTIL Eng Staff	0	\$37.79	\$0
9	Senior Structural Engineer	STR Sen. Eng.	24	\$54.50	\$1,308
10	Structural Engineering Staff	STR Eng Staff	32	\$29.22	\$935
SUPPORT STAFF					
11	CAD Manager	CAD Mgr	0	\$58.19	\$0
12	CAD Technicians	CAD Tech	0	\$30.54	\$0
OVERHEAD RATE 127.09%					
ENVISION					
TECHNICAL STAFF					
1	Kurt Buetler	Doc. Ctrl. Mgr	0	\$42.00	\$0
2	Thomas Hardey	VE Team Lead	0	\$94.40	\$0
3	Configuration Management	Config. Mgr/It.	0	\$55.00	\$0
4	Value Engineering Team	VE Team	0	\$75.52	\$0
SUPPORT STAFF					
5	Administration	Admin	0	\$21.40	\$0
OVERHEAD RATE 117.32%					
JCMS					
TECHNICAL STAFF					
1	K. Meenan	Senior Est.	230	\$63.87	\$14,644
2	Junior Estimator	Junior Est.	144	\$46.20	\$6,653
3	Project Controls	PC	104	\$37.75	\$3,806
OVERHEAD RATE 168.17%					
RADIN					
TECHNICAL STAFF					
1	Chitra Radin	Disc. Lead	0	\$100.00	\$0
SUPPORT STAFF					
2	Beth Uczynski	CAD IV	0	\$38.21	\$0
OVERHEAD RATE 140.00%					
SJH					
TECHNICAL STAFF					
1	S. Jayakumaran	Civil Eng VIII	16	\$84.24	\$1,348
2	Senior Engineering Staff	Sen. Eng Staff	32	\$59.58	\$1,907
3	Engineering Staff	Eng Staff	0	\$40.43	\$0

TEAM SUMMARY		
TOTAL ESTIMATED HOURS	1,146	
Total Salary		\$88,759
Overhead		\$96,127
Subtotal		\$184,886
Fixed Fee	10%	\$18,489
Total Direct Costs		\$0
TOTAL COST		\$181,374

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044

ESTIMATE BY INDIVIDUAL/TASK					
TASK:			FIRM:		
4.13 Supplemental Survey			H&H / GANNETT FLEMING JV		
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
HARDESTY & HANOVER					
OVERHEAD RATE 157.40%					
TECHNICAL STAFF					
1	Misha Szumanski, PE	PM STR Eng VIII	0	\$98.88	\$0
2	Charlie Gear, PE	Risk Manager	0	\$98.01	\$0
3	David Tuckman, PE	DPM, STR Eng VII	0	\$81.81	\$0
4	Steve Harlocker, PE, SE	QA/QC, STR Eng VI	0	\$72.32	\$0
5	Steve Horn, PE	STR Eng VII	0	\$80.39	\$0
6	Peter Roody, PE	STR Eng VIII	0	\$86.51	\$0
7	Michael Hawkins, PE	STR Eng VIII	0	\$106.14	\$0
8	Steve Mikucki, PE	MECH Eng VII	0	\$86.43	\$0
9	Alex Noble, PE	ELEC Eng VI	0	\$70.29	\$0
10	Paul Connolly, PE	STR Eng VII	0	\$80.09	\$0
11	Chen Schetelsch, PE	STR Eng VII	0	\$109.79	\$0
12	Raymond Mankbadi, PE	STR Eng VIII	0	\$86.58	\$0
13	Mihac Yegian, PE, PhD	STR Eng VIII	0	\$76.13	\$0
14	David Maric, PE, SE	STR Eng VI	0	\$72.33	\$0
15	Jerry DiMaggio, PE	STR Eng VIII	0	\$76.13	\$0
16	David Gerber, PE	STR Eng VI	0	\$75.63	\$0
17	Drew DellaConna, RA	STR Eng VI	0	\$69.53	\$0
SUPPORT STAFF					
18	Support Staff	STR LV	0	\$46.04	\$0
19	Support Staff	MECH LV	0	\$46.04	\$0
20	Support Staff	ELEC LV	0	\$46.04	\$0
21	Support Staff	CAD/ADMIN	0	\$37.23	\$0
OVERHEAD RATE 188.17%					
TECHNICAL STAFF					
1	Richard Cross, PE	DPM	0	\$105.40	\$0
2	David Howell, PE	Rail Sys. Lead	0	\$84.70	\$0
3	Bruce Smith	Quality Control	0	\$83.80	\$0
4	Robert Matthews, PE	Civil Lead	0	\$79.20	\$0
5	Steven Zapalczyk, PE	Site/Civil	0	\$43.70	\$0
6	Agnieszka Lapinski, PE	Sr. Structural	0	\$72.00	\$0
7	John Legath, PE	Track	0	\$84.10	\$0
8	Terry Shankz, PE	Cal/ Trans	0	\$99.20	\$0
9	Bryan Shober, PE	Cal/ Trans	0	\$84.30	\$0
10	Greg Nazarov	Rail Ops	0	\$79.20	\$0
11	Ian Martin	Rail Ops	0	\$78.60	\$0
12	Ned Walter	Comms	0	\$73.70	\$0
13	James Sgro	Comms	0	\$90.00	\$0
14	Theodore Bandy, PE	Sys. Integ	0	\$100.00	\$0
15	Stephen Barkovich	Sys. Integ	0	\$59.10	\$0
16	Richard Lentz	Signals	0	\$81.90	\$0
17	Joseph Bonaduce	Signals	0	\$100.70	\$0
18	Alexza Edeksi, PE, PMP	Safety & Sec	0	\$99.60	\$0
19	McEwan van der Mandele, CPP	Safety & Sec.	0	\$77.70	\$0
19	Ramesh Rajagopal, PE	Hydraulics & Hydrology	0	\$73.30	\$0
SUPPORT STAFF					
20	Technical Support Staff	Eng Staff	0	\$50.37	\$0
21	Administrative Support Staff	CAD/ADMIN	0	\$43.14	\$0
OVERHEAD RATE 228.84%					
TECHNICAL STAFF					
1	Ed Zamiatka, PE	Lead Geotechnical Eng	0	\$34.00	\$0
2	Project Engineer	Project Engineer	0	\$60.80	\$0
3	Engineering Staff	Eng Staff	0	\$30.89	\$0
4	Junior Engineering Staff	Jr. Eng Staff	0	\$34.95	\$0
SUPPORT STAFF					
5	CAD/ Project Assistant	CAD/ADMIN	0	\$30.30	\$0
OVERHEAD RATE 183.30%					
TECHNICAL STAFF					
1	Joe Griffin, PE	Const. Rev	0	\$90.00	\$0

NON - DBE FIRMS					
DBE FIRMS					
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
NAIK CONSULTING GROUP					
OVERHEAD RATE 127.09%					
TECHNICAL STAFF					
1	John Tan, PE	PM	12	\$90.58	\$1,087
2	Rich Baron	SURV PM	16	\$58.30	\$933
3	Project Surveyor	SURV Proj. Surv.	28	\$47.50	\$1,330
4	Party Chief	SURV Inst. Tech.	140	\$37.21	\$5,209
5	Instrument Technician	SURV Inst. Tech.	140	\$28.62	\$4,007
6	Ron Rotunno, PE	UTIL Mgr	0	\$74.66	\$0
7	Senior Utility Engineer	UTIL Sen. Eng	0	\$45.79	\$0
8	Utility Engineering Staff	UTIL Eng Staff	0	\$37.79	\$0
9	Senior Structural Engineer	STR Sen. Eng	0	\$54.50	\$0
10	Structural Engineering Staff	STR Eng Staff	0	\$29.22	\$0
SUPPORT STAFF					
11	CAD Manager	CAD Mgr	8	\$58.19	\$466
12	CAD Technicians	CAD Tech	140	\$30.54	\$4,276
OVERHEAD RATE 137.51%					
ENVISION					
TECHNICAL STAFF					
1	Kurt Buetler	Doc. Ctrl. Mgr	0	\$42.00	\$0
2	Thomas Harbey	VE Team Lead	0	\$94.40	\$0
3	Configuration Management	Config. Mgmt.	0	\$55.00	\$0
4	Value Engineering Team	VE Team	0	\$75.52	\$0
SUPPORT STAFF					
5	Administration	Admin	0	\$21.40	\$0
OVERHEAD RATE 117.32%					
TECHNICAL STAFF					
1	K. Meehan	Senior Est.	0	\$83.67	\$0
2	Junior Estimator	Junior Est.	0	\$48.20	\$0
3	Project Controls	PC	0	\$57.75	\$0
OVERHEAD RATE 188.17%					
TECHNICAL STAFF					
1	Chitra Radan	Disc. Lead	0	\$100.00	\$0
SUPPORT STAFF					
2	Beth Uczynski	CAD IV	0	\$38.21	\$0
OVERHEAD RATE 140.00%					
TECHNICAL STAFF					
1	S Jayakumar	Civil Eng VIII	0	\$84.24	\$0
2	Senior Engineering Staff	Sen. Eng Staff	0	\$59.58	\$0
3	Engineering Staff	Eng Staff	0	\$40.43	\$0

TEAM SUMMARY		
TOTAL ESTIMATED HOURS	484	
Total Salary		\$17,397
Overhead		\$21,995
Subtotal		\$39,392
Fixed Fee	10%	\$3,939
Total Direct Costs		\$0
TOTAL COST		\$43,332

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044

ESTIMATE BY INDIVIDUAL/TASK					
TASK:			FIRM:		
4.14 ROW / Property			H&H / GANNETT FLEMING JV		
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
HARDESTY & HANOVER					
OVERHEAD RATE 167.40%					
TECHNICAL STAFF					
1	Visha Szumanski, PE	PM, STR Eng VIII	0	\$98.86	\$0
2	Charlie Geer, PE	Risk Manager	0	\$98.01	\$0
3	David Tuckman, PE	DPM, STR Eng VII	0	\$81.81	\$0
4	Sieve Hartacker, PE, SE	QAQC, STR Eng VI	0	\$72.32	\$0
5	Sieve Hom, PE	STR Eng VII	0	\$80.39	\$0
6	Peter Roody, PE	STR Eng VIII	0	\$98.51	\$0
7	Michael Hawkins, PE	STR Eng VIII	0	\$108.14	\$0
8	Steve Mikucki, PE	MECH Eng VII	0	\$86.43	\$0
9	Alex Noble, PE	ELEC Eng VI	0	\$70.29	\$0
10	Paul Connelly, PE	STR Eng VII	0	\$80.09	\$0
11	Glen Schetelich, PE	STR Eng VII	0	\$109.79	\$0
12	Raymond Mankbadi, PE	STR Eng VIII	0	\$86.58	\$0
13	Mishaq Yeghan, PE, PhD	STR Eng VIII	0	\$76.13	\$0
14	David Marcic, PE, SE	STR Eng VI	0	\$72.55	\$0
15	Jerry DiMaggio, PE	STR Eng VIII	0	\$76.13	\$0
16	David Gerber, PE	STR Eng VI	0	\$75.83	\$0
17	Drew DeleDonne, RA	STR Eng VI	0	\$89.83	\$0
SUPPORT STAFF					
18	Support Staff	STR LV	0	\$46.04	\$0
19	Support Staff	MECH LV	0	\$46.04	\$0
20	Support Staff	ELEC LV	0	\$46.04	\$0
21	Support Staff	CAD/ ADMIN	0	\$37.23	\$0
GANNETT FLEMING					
OVERHEAD RATE 189.17%					
TECHNICAL STAFF					
1	Richard Cross, PE	DPM	0	\$105.40	\$0
2	David Howell, PE	Rail Sys. Lead	0	\$64.70	\$0
3	Bruce Smith	Quality Control	0	\$83.80	\$0
4	Robert Matthews, PE	Civil Lead	0	\$79.20	\$0
5	Steven Zapodczny, PE	Site/Civil	0	\$43.70	\$0
6	Agnieszka Lapinski, PE	Sr Structural	0	\$72.00	\$0
7	John Legath, PE	Track	0	\$84.10	\$0
8	Terry Shankz, PE	Cat/ Trans	0	\$99.20	\$0
9	Bryan Shoher, PE	Cat/ Trans	0	\$84.30	\$0
10	Greg Nazarov	Rail Ops	0	\$79.20	\$0
11	Ilan Marlin	Rail Ops	0	\$76.60	\$0
12	Neil Walker	Comms	0	\$73.70	\$0
13	James Sgro	Comms	0	\$90.00	\$0
14	Theodore Bandy, PE	Sys. Integ	0	\$100.00	\$0
15	Stephen Barkovich	Sys. Integ	0	\$59.10	\$0
16	Richard Lenz	Signals	0	\$81.90	\$0
17	Joseph Bonaduce	Signals	0	\$100.70	\$0
18	Alreza Edraki, PE, PMP	Safety & Sec.	0	\$99.60	\$0
19	McEwan van der Mandele, CPP	Safety & Sec.	0	\$77.70	\$0
19	Ramesh Rajagopal, PE	Hydraulics & Hydrology	0	\$73.30	\$0
SUPPORT STAFF					
20	Technical Support Staff	Eng Staff	0	\$50.37	\$0
21	Administrative Support Staff	CAD/ ADMIN	0	\$43.14	\$0
RILEY & ALDRICH					
OVERHEAD RATE 220.84%					
TECHNICAL STAFF					
1	Ed Zamiatke, PE	Lead Geotechnical Eng.	0	\$84.08	\$0
2	Project Engineer	Project Engineer	0	\$60.60	\$0
3	Engineering Staff	Eng Staff	0	\$50.69	\$0
4	Junior Engineering Staff	Jr Eng Staff	0	\$34.99	\$0
SUPPORT STAFF					
5	CADD/ Project Assistant	CAD/ ADMIN	0	\$30.30	\$0
GRIFFIN ENGINEERING					
OVERHEAD RATE 182.30%					
TECHNICAL STAFF					
1	Joe Griffin, PE	Const. Rev.	0	\$90.00	\$0

NON - DBE FIRMS					
DBE FIRMS					
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
RAIK CONSULTING GROUP					
OVERHEAD RATE 127.08%					
TECHNICAL STAFF					
1	John Tan, PE	PM	8	\$90.58	\$724
2	Rich Baron	SURV PM	20	\$58.30	\$1,166
3	Project Surveyor	SURV Proj. Surv	40	\$47.50	\$1,900
4	Party Chief	SURV Inst. Tech.	0	\$37.21	\$0
5	Instrument Technician	SURV Inst. Tech.	0	\$28.62	\$0
6	Ron Rotunno, PE	UTIL Mgr	0	\$74.66	\$0
7	Senior Utility Engineer	UTIL Sen. Eng.	0	\$45.79	\$0
8	Utility Engineering Staff	UTIL Eng Staff	0	\$37.79	\$0
9	Senior Structural Engineer	STR Sen. Eng	0	\$54.50	\$0
10	Structural Engineering Staff	STR Eng Staff	0	\$29.22	\$0
SUPPORT STAFF					
11	CAD Manager	CAD Mgr	4	\$58.19	\$233
12	CAD Technicians	CAD Tech	80	\$30.54	\$2,443
ENVISION					
OVERHEAD RATE 137.51%					
TECHNICAL STAFF					
1	Kurt Buettler	Doc. Ctrl. Mgr	0	\$42.00	\$0
2	Thomas Hartley	VE Team Lead	0	\$94.40	\$0
3	Configuration Management	Config. Mgmt.	0	\$55.00	\$0
4	Value Engineering Team	VE Team	0	\$75.52	\$0
SUPPORT STAFF					
5	Administration	Admin	0	\$21.40	\$0
JCMS					
OVERHEAD RATE 117.32%					
TECHNICAL STAFF					
1	K. Meenan	Senior Est	0	\$83.67	\$0
2	Junior Estimator	Junior Est.	0	\$46.20	\$0
3	Project Controls	PC	0	\$37.75	\$0
RADIN					
OVERHEAD RATE 168.17%					
TECHNICAL STAFF					
1	Chera Radin	Disc. Lead	0	\$100.00	\$0
SUPPORT STAFF					
2	Beth Uczynski	CAD IV	0	\$38.21	\$0
SJH					
OVERHEAD RATE 148.00%					
TECHNICAL STAFF					
1	S Jayakumar	Civil Eng VIII	0	\$84.24	\$0
2	Senior Engineering Staff	Sen. Eng Staff	0	\$59.58	\$0
3	Engineering Staff	Eng. Staff	0	\$40.43	\$0

TEAM SUMMARY		
TOTAL ESTIMATED HOURS		152
Total Salary		\$6,468
Overhead		\$8,218
Subtotal		\$14,686
Fixed Fee	10%	\$1,468
Total Direct Costs		\$0
TOTAL COST		\$16,153

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044

ESTIMATE BY INDIVIDUAL/TASK				
TASK:		FIRM:		
4.15 Utility Relocation		H&H / GANNETT FLEMING JV		
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	TOTAL SALARY
HARDESTY & HANOVER		OVERHEAD RATE 167.40%		
TECHNICAL STAFF				
1	Visha Szumanski, PE	PM, STR Eng VII	0	\$95.85
2	Charles Geer, PE	Risk Manager	0	\$98.01
3	David Tuckman, PE	DPM, STR Eng VII	0	\$81.81
4	Steve Hietacker, PE, SE	QA/QC, STR Eng VI	0	\$72.32
5	Steve Hom, PE	STR Eng VII	0	\$80.25
6	Peter Roody, PE	STR Eng VIII	0	\$86.51
7	Michael Hawkins, PE	STR Eng VIII	0	\$106.14
8	Steve Mikucki, PE	MECH Eng VII	0	\$86.43
9	Alex Noble, PE	ELEC Eng VI	0	\$70.29
10	Paul Connolly, PE	STR Eng VII	0	\$80.09
11	Glen Schetsch, PE	STR Eng VIII	0	\$109.79
12	Raymond Mankbadl, PE	STR Eng VIII	0	\$86.58
13	Mishac Yegian, PE, PhD	STR Eng VIII	0	\$76.13
14	David Marcic, PE, SE	STR Eng VI	0	\$72.55
15	Jerry DiMaggio, PE	STR Eng VII	0	\$76.13
16	David Gerber, PE	STR Eng VI	0	\$75.83
17	Draw DeleDonna, RA	STR Eng VI	0	\$59.83
SUPPORT STAFF				
18	Support Staff	STR LV	0	\$46.04
19	Support Staff	MECH LV	0	\$46.04
20	Support Staff	ELEC LV	0	\$46.04
21	Support Staff	CADV ADMIN	0	\$37.23
GANNETT FLEMING		OVERHEAD RATE 188.17%		
TECHNICAL STAFF				
1	Richard Cross, PE	DPM	0	\$105.40
2	David Howell, PE	Rail Sys. Lead	0	\$64.70
3	Brace Smith	Quality Control	0	\$63.80
4	Robert Matthews, PE	Civil Lead	0	\$79.20
5	Steven Zapolizny, PE	Sea/Civil	0	\$43.70
6	Agnieszka Lapinski, PE	Sr. Structural	0	\$72.00
7	John Legath, PE	Track	0	\$84.10
8	Terry Shankz, PE	Cat/Trans	0	\$99.20
9	Bryan Shober, PE	Cat/Trans	0	\$84.30
10	Greg Nazarov	Rail Ops	0	\$79.20
11	Ian Martin	Rail Ops	0	\$76.60
12	Niel Walker	Comms	0	\$73.70
13	James Egro	Comms	0	\$90.00
14	Theodore Bandy, PE	Sys. Integ.	0	\$100.00
15	Stephen Barkovich	Sys. Integ.	0	\$59.10
16	Richard Lentz	Signals	0	\$81.90
17	Joseph Bonaduce	Signals	0	\$100.70
18	Ainaza Edraki, PE, PMP	Safety & Sec.	0	\$99.60
19	McEwan van der Mandele, CPP	Safety & Sec.	0	\$77.70
19	Ramesh Rajagopal, PE	Hydraulics & Hydrology	0	\$73.30
SUPPORT STAFF				
20	Technical Support Staff	Eng. Staff	0	\$50.37
21	Administrative Support Staff	CADV ADMIN	0	\$43.14
HALEY & ALDRICH		OVERHEAD RATE 230.84%		
TECHNICAL STAFF				
1	Ed Zamanak, PE	Lead Geotechnical Eng.	0	\$84.08
2	Project Engineer	Project Engineer	0	\$80.60
3	Engineering Staff	Eng. Staff	0	\$50.69
4	Junior Engineering Staff	Jr. Eng Staff	0	\$34.99
SUPPORT STAFF				
5	CADD Project Assistant	CADV ADMIN	0	\$30.30
GRIFFIN ENGINEERING		OVERHEAD RATE 182.39%		
TECHNICAL STAFF				
1	Joe Griffin, PE	Const. Rev.	0	\$90.00

NON - DBE FIRMS DBE FIRMS				
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	TOTAL SALARY
NAIK CONSULTING GROUP		OVERHEAD RATE 127.09%		
TECHNICAL STAFF				
1	John Tan, PE	PM	48	\$90.56
2	Rich Baron	SURV PM	0	\$58.30
3	Project Surveyor	SURV Proj. Surv.	0	\$47.50
4	Party Chief	SURV Inst. Tech.	0	\$37.21
5	Instrument Technician	SURV Inst. Tech.	0	\$28.62
6	Ron Rotunno, PE	UTIL Mgr	100	\$74.68
7	Senior Utility Engineer	UTIL Sen. Eng.	220	\$45.79
8	Utility Engineering Staff	UTIL Eng Staff	640	\$37.79
9	Senior Structural Engineer	STR Sen. Eng.	0	\$54.50
10	Structural Engineering Staff	STR Eng Staff	0	\$29.22
SUPPORT STAFF				
11	CAD Manager	CAD Mgr	20	\$58.19
12	CAD Technicians	CAD Tech	720	\$30.54
ENVISION		OVERHEAD RATE 137.51%		
TECHNICAL STAFF				
1	Kurt Buettler	Occ. Cntl. Mgr	0	\$42.00
2	Thomas Hartley	VE Team Lead	0	\$84.40
3	Configuration Management	Confg. Mgmt.	0	\$55.00
4	Value Engineering Team	VE Team	0	\$75.52
SUPPORT STAFF				
5	Administration	Admin	0	\$21.40
JCMS		OVERHEAD RATE 117.32%		
TECHNICAL STAFF				
1	K. Meehan	Senior Est.	0	\$63.67
2	Junior Estimator	Junior Est.	0	\$46.20
3	Project Controls	PC	0	\$57.75
RADIN		OVERHEAD RATE 163.17%		
TECHNICAL STAFF				
1	Chitra Radin	Disc. Lead	0	\$100.00
SUPPORT STAFF				
2	Beth Uczynski	CADV	0	\$38.21
SJH		OVERHEAD RATE 148.00%		
TECHNICAL STAFF				
1	S. Jayakumaran	Civil Eng VIII	0	\$84.24
2	Senior Engineering Staff	Sen. Eng Staff	0	\$59.58
3	Engineering Staff	Eng. Staff	0	\$40.43

TEAM SUMMARY		
TOTAL ESTIMATED HOURS	1,748	
Total Salary		\$69,229
Overhead		\$87,978
Subtotal		\$157,203
Fixed Fee	10%	\$15,720
Total Direct Costs		\$0
TOTAL COST		\$172,923

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044

ESTIMATE BY INDIVIDUAL/TASK					
TASK:		FIRM:			
4.18 Geotech Investigation		H&H / GANNETT FLEMING JV			
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
HARDESTY & HAROVER					
OVERHEAD RATE 187.46%					
TECHNICAL STAFF					
1	Vinai Szumanski, PE	PM, STR Eng VIII	0	\$98.86	\$0
2	Charlie Geer, PE	Risk Manager	0	\$98.01	\$0
3	David Tuckman, PE	DPM, STR Eng VII	0	\$81.81	\$0
4	Steve Harlocker, PE, SE	QA/QC, STR Eng VI	0	\$72.32	\$0
5	Steve Horn, PE	STR Eng VII	0	\$60.39	\$0
6	Peter Roody, PE	STR Eng VIII	0	\$68.51	\$0
7	Michael Hawkins, PE	STR Eng VII	0	\$108.14	\$0
8	Steve Mikucki, PE	MECH Eng VII	0	\$68.43	\$0
9	Alex Noble, PE	ELEC Eng VI	0	\$70.29	\$0
10	Paul Connolly, PE	STR Eng VII	0	\$60.09	\$0
11	Glen Schetelich, PE	STR Eng VII	0	\$109.75	\$0
12	Raymond Mankbadl, PE	STR Eng VIII	310	\$68.58	\$26,840
13	Mishac Yeglan, PE, PhD	STR Eng VIII	103	\$78.13	\$7,841
14	David Marcic, PE, SE	STR Eng VI	0	\$72.55	\$0
15	Jerry DiMaggio, PE	STR Eng VIII	0	\$78.13	\$0
16	David Gerber, PE	STR Eng VI	0	\$75.63	\$0
17	Drew DellaCorte, RA	STR Eng VI	0	\$66.83	\$0
SUPPORT STAFF					
18	Support Staff	STR LV	4,747	\$46.04	\$218,554
19	Support Staff	MECH LV	0	\$46.04	\$0
20	Support Staff	ELEC LV	0	\$46.04	\$0
21	Support Staff	CAD/ADMIN	0	\$37.23	\$0
OVERHEAD RATE 188.17%					
GANNETT FLEMING					
TECHNICAL STAFF					
1	Richard Cross, PE	DPM	0	\$105.40	\$0
2	David Howe, PE	Rail Syst. Lead	0	\$64.70	\$0
3	Bruce Smith	Quality Control	0	\$63.80	\$0
4	Robert Matthews, PE	Civil Lead	0	\$79.20	\$0
5	Sieven Zapotyczny, PE	S&C/Civil	0	\$43.70	\$0
6	Agnieszka Lepinski, PE	Sr. Structural	0	\$72.00	\$0
7	John Legath, PE	Track	0	\$64.10	\$0
8	Terry Shanitz, PE	Cal/ Trans	0	\$96.20	\$0
9	Bryan Shober, PE	Cal/ Trans	0	\$64.30	\$0
10	Greg Nazarov	Rail Ops	0	\$79.20	\$0
11	Ian Martin	Rail Ops	0	\$78.80	\$0
12	Ned Walter	Conems	0	\$73.70	\$0
13	James Sgro	Conems	0	\$90.00	\$0
14	Theodore Bandy, PE	Sys. Integ	0	\$100.00	\$0
15	Stephen Barkovitch	Sys. Integ	0	\$59.10	\$0
16	Richard Lentz	Signals	0	\$81.90	\$0
17	Joseph Bonaduce	Signals	0	\$100.70	\$0
18	Aleza Edraki, PE, PMP	Safety & Sec.	0	\$99.60	\$0
19	McEwan van der Mandele, CPP	Safety & Sec.	0	\$77.70	\$0
19	Ramesh Rajagopal, PE	Hydraulics & Hydrology	0	\$73.30	\$0
SUPPORT STAFF					
20	Technical Support Staff	Eng Staff	0	\$50.37	\$0
21	Administrative Support Staff	CAD/ADMIN	0	\$43.14	\$0
OVERHEAD RATE 220.94%					
HACEY & ALDRICH					
TECHNICAL STAFF					
1	Ed Zametka, PE	Lead Geotechnical Eng.	238	\$64.66	\$20,008
2	Project Engineer	Project Engineer	330	\$60.60	\$19,998
3	Engineering Staff	Eng Staff	300	\$50.89	\$15,207
4	Junior Engineering Staff	Jr. Eng Staff	2,342	\$34.99	\$81,947
SUPPORT STAFF					
5	CADD/Projct Assistant	CAD/ADMIN	310	\$36.30	\$9,393
OVERHEAD RATE 181.30%					
GRIFIN ENGINEERING					
TECHNICAL STAFF					
1	Joe Griffin, PE	Const. Rev.	0	\$80.00	\$0

NON - DBE FIRMS					
DBE FIRMS					
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
NAIK CONSULTING GROUP					
OVERHEAD RATE 127.69%					
TECHNICAL STAFF					
1	John Tan, PE	PM	0	\$90.58	\$0
2	Rich Baron	SURV PM	0	\$58.30	\$0
3	Project Surveyor	SURV Proj. Surv	0	\$47.50	\$0
4	Party Chief	SURV Inst. Tech.	0	\$37.21	\$0
5	Instrument Technician	SURV Inst. Tech.	0	\$28.62	\$0
6	Ron Rotunno, PE	UTIL Mgr	0	\$74.66	\$0
7	Senior Utility Engineer	UTIL Sen. Eng.	0	\$45.79	\$0
8	Utility Engineering Staff	UTIL Eng Staff	0	\$37.79	\$0
9	Senior Structural Engineer	STR Sen. Eng	0	\$54.50	\$0
10	Structural Engineering Staff	STR Eng Staff	0	\$29.22	\$0
SUPPORT STAFF					
11	CAD Manager	CAD Mgr	0	\$58.19	\$0
12	CAD Technicians	CAD Tech	0	\$30.54	\$0
OVERHEAD RATE 137.51%					
ENVISION					
TECHNICAL STAFF					
1	Kurt Buetler	Doc. Crt. Mgr	0	\$42.90	\$0
2	Thomas Hartley	VE Team Lead	0	\$94.40	\$0
3	Configuration Management	Config. Mgmt.	0	\$55.00	\$0
4	Value Engineering Team	VE Team	0	\$75.52	\$0
SUPPORT STAFF					
5	Administration	Admin	0	\$21.40	\$0
OVERHEAD RATE 117.32%					
JCMS					
TECHNICAL STAFF					
1	K. Meehan	Senior Est.	0	\$63.67	\$0
2	Junior Estimator	Junior Est.	0	\$46.27	\$0
3	Project Controls	PC	0	\$57.75	\$0
OVERHEAD RATE 166.17%					
RADIN					
TECHNICAL STAFF					
1	Chitra Radan	Disc. Lead	0	\$100.00	\$0
SUPPORT STAFF					
2	Beth Uczynski	CAD IV	0	\$38.21	\$0
OVERHEAD RATE 140.09%					
SJH					
TECHNICAL STAFF					
1	S. Jayakumar	Civil Eng VIII	0	\$84.24	\$0
2	Senior Engineering Staff	Sen. Eng Staff	0	\$59.58	\$0
3	Engineering Staff	Eng Staff	0	\$40.43	\$0

TEAM SUMMARY	
TOTAL ESTIMATED HOURS	3,690
Total Salary	\$399,785
Overhead	\$722,380
Subtotal	\$1,122,165
Fixed Fee	10%
Total Direct Costs	\$7,260,025
TOTAL COST	\$3,484,407

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE RFP NO. 15-044

ESTIMATE BY INDIVIDUAL/TASK					
TASK:			FIRM:		
4.18 As Directed			H&H / GANNETT FLEMING JV		
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
HARDESTY & HANOVER					
OVERHEAD RATE 187.40%					
TECHNICAL STAFF					
1	Visha Szumanski, PE	PM, STR Eng VIII	60	\$98.66	\$5,812
2	Charlie Gear, PE	Risk Manager	0	\$98.01	\$0
3	David Tuckman, PE	DPM, STR Eng VII	0	\$81.81	\$0
4	Steve Hanacker, PE, SE	QAQC, STR Eng VI	0	\$72.32	\$0
5	Steve Horn, PE	STR Eng VII	0	\$80.39	\$0
6	Peter Roody, PE	STR Eng VIII	0	\$86.51	\$0
7	Michael Hawkins, PE	STR Eng VII	0	\$106.14	\$0
8	Steve Mikucki, PE	MECH Eng VII	0	\$86.43	\$0
9	Alex Noble, PE	ELEC Eng VI	0	\$70.29	\$0
10	Paul Connolly, PE	STR Eng VII	0	\$80.09	\$0
11	Glen Schetelch, PE	STR Eng VIII	0	\$109.79	\$0
12	Raymond Mankbadi, PE	STR Eng VIII	0	\$86.58	\$0
13	Mishac Yeglan, PE, PhD	STR Eng VII	0	\$76.13	\$0
14	David Marcic, PE, SE	STR Eng VI	0	\$72.55	\$0
15	Jerry DiMaggio, PE	STR Eng VIII	0	\$76.13	\$0
16	David Gerber, PE	STR Eng VI	0	\$75.63	\$0
17	Drew DeStefano, RA	STR Eng VI	0	\$69.83	\$0
SUPPORT STAFF					
18	Support Staff	STR I-V	180	\$46.04	\$8,287
19	Support Staff	MECH I-V	180	\$46.04	\$8,287
20	Support Staff	ELEC I-V	180	\$46.04	\$8,287
21	Support Staff	CAD/ADMIN	0	\$37.23	\$0
OVERHEAD RATE 188.17%					
GANNETT FLEMING					
TECHNICAL STAFF					
1	Richard Cross, PE	DPM	60	\$105.40	\$6,324
2	David Howell, PE	Rail Sys. Lead	0	\$64.70	\$0
3	Bruce Smith	Quality Control	0	\$83.80	\$0
4	Robert Matthews, PE	Civil Lead	0	\$79.20	\$0
5	Steven Zapotyczny, PE	Site/Civil	0	\$43.70	\$0
6	Agnieszka Lapinski, PE	Sr. Structural	0	\$72.00	\$0
7	John Legath, PE	Track	0	\$64.10	\$0
8	Terry Shantz, PE	Car/ Trans	0	\$99.20	\$0
9	Bryan Shober, PE	Car/ Trans	0	\$84.30	\$0
10	Greg Nazarov	Rail Ops	0	\$79.20	\$0
11	Ian Martin	Rail Ops	0	\$76.60	\$0
12	Neil Walker	Comms	0	\$73.70	\$0
13	James Sgro	Comms	0	\$90.00	\$0
14	Theodore Bandy, PE	Sys. Integ.	0	\$100.00	\$0
15	Stephen Barkovich	Sys. Integ.	0	\$59.10	\$0
16	Richard Lentz	Signals	0	\$81.90	\$0
17	Joseph Bonaduce	Signals	0	\$100.70	\$0
18	Alreza Edraki, PE, PMP	Safety & Sec.	0	\$99.60	\$0
19	McEwan van der Mandele, CPP	Safety & Sec.	0	\$77.70	\$0
19	Ramesh Rajagopal, PE	Hydraulics & Hydrology	0	\$73.30	\$0
SUPPORT STAFF					
20	Technical Support Staff	Eng. Staff	540	\$50.37	\$27,200
21	Administrative Support Staff	CAD/ADMIN	0	\$43.14	\$0
OVERHEAD RATE 220.34%					
HALEY & ALDRICH					
TECHNICAL STAFF					
1	Ed Zamanski, PE	Lead Geotechnical Eng.	0	\$84.00	\$0
2	Project Engineer	Project Engineer	0	\$60.60	\$0
3	Engineering Staff	Eng Staff	0	\$50.89	\$0
4	Junior Engineering Staff	Jr Eng Staff	0	\$34.99	\$0
SUPPORT STAFF					
5	CADD/ Project Assistant	CAD/ADMIN	0	\$30.30	\$0
OVERHEAD RATE 182.30%					
GRIFFIN ENGINEERING					
TECHNICAL STAFF					
1	Joe Griffin, PE	Const. Rev.	0	\$90.00	\$0

NON - DBE FIRMS DBE FIRMS					
NO.	PERSON NAME	PROJECT TITLE / DISCIPLINE	ESTIMATED HOURS	HOURLY RATE	TOTAL SALARY
NAIK CONSULTING GROUP					
OVERHEAD RATE 127.00%					
TECHNICAL STAFF					
1	John Tan, PE	PM	30	\$90.56	\$2,717
2	Rich Baron	SURV PM	0	\$58.30	\$0
3	Project Surveyor	SURV Proj. Surv.	0	\$47.50	\$0
4	Party Chief	SURV Inst. Tech.	0	\$37.21	\$0
5	Instrument Technician	SURV Inst. Tech.	0	\$28.62	\$0
6	Ron Rotunno, PE	UTIL Mgr	0	\$74.66	\$0
7	Senior Utility Engineer	UTIL Sen. Eng.	0	\$49.79	\$0
8	Utility Engineering Staff	UTIL Eng Staff	0	\$37.79	\$0
9	Senior Structural Engineer	STR Sen. Eng.	0	\$54.50	\$0
10	Structural Engineering Staff	STR Eng Staff	270	\$29.22	\$7,889
SUPPORT STAFF					
11	CAD Manager	CAD Mgr	0	\$59.19	\$0
12	CAD Technicians	CAD Tech	0	\$30.54	\$0
OVERHEAD RATE 137.81%					
ENVISION					
TECHNICAL STAFF					
1	Kurt Buettler	Doc. Ctrl. Mgr	0	\$42.00	\$0
2	Thomas Hartley	VE Team Lead	0	\$94.40	\$0
3	Configuration Management	Config. Mgmt.	0	\$55.00	\$0
4	Value Engineering Team	VE Team	0	\$75.52	\$0
SUPPORT STAFF					
5	Administration	Admin	0	\$21.40	\$0
OVERHEAD RATE 117.32%					
JCMS					
TECHNICAL STAFF					
1	K. Meenan	Senior Est.	0	\$63.67	\$0
2	Junior Estimator	Junior Est.	0	\$46.20	\$0
3	Project Controls	PC	0	\$57.75	\$0
OVERHEAD RATE 135.17%					
RADIN					
TECHNICAL STAFF					
1	Chitra Radin	Disc. Lead	0	\$100.00	\$0
SUPPORT STAFF					
2	Beth Liczynski	CAD IV	0	\$38.21	\$0
OVERHEAD RATE 146.00%					
SJH					
TECHNICAL STAFF					
1	S. Jayakumar	Civil Eng VIII	0	\$84.24	\$0
2	Senior Engineering Staff	Sen. Eng Staff	0	\$59.58	\$0
3	Engineering Staff	Eng Staff	0	\$40.43	\$0

TEAM SUMMARY		
TOTAL ESTIMATED HOURS	1,500	
Total Salary		\$74,804
Overhead		\$115,119
Subtotal		\$189,923
Fixed Fee	10%	\$18,992
Total Direct Costs		\$0
TOTAL COST		\$208,915

NJ TRANSIT RFP No. 15-044

Design, Engineering and Construction Assistance Services
for the Replacement of Raritan River Bridge

DIRECT EXPENSES DETAIL

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE
RFP MO 15-044

DIRECT EXPENSES SUMMARY BY TASK	
FIRM: Hardesty & Hanover/ Gannett Fleming JV	Total Cost
TASK 1: Project Management	
REPRODUCTION	\$24,243.00
TRAVEL	\$18,240.00
SURVEY & TESTING	
MISCELLANEOUS	\$5,380.00
TOTAL DIRECT EXPENSES	\$47,863.00
TASK 2: Risk Management	
REPRODUCTION	
TRAVEL	\$4,360.00
SURVEY & TESTING	
MISCELLANEOUS	
TOTAL DIRECT EXPENSES	\$4,360.00
TASK 4.2: Survey & Base Mapping	
REPRODUCTION	
TRAVEL	\$3,520.00
SURVEY & TESTING	\$188,200.00
MISCELLANEOUS	
TOTAL DIRECT EXPENSES	\$191,720.00
TASK 4.9: Feasibility Report	
REPRODUCTION	
TRAVEL	\$863.50
SURVEY & TESTING	
MISCELLANEOUS	
TOTAL DIRECT EXPENSES	\$863.50
TASK 4.10: Value Engineering	
REPRODUCTION	
TRAVEL	\$16,520.00
SURVEY & TESTING	
MISCELLANEOUS	
TOTAL DIRECT EXPENSES	\$16,520.00
TASK 4.12: Preliminary Design	
REPRODUCTION	
TRAVEL	\$970.50
SURVEY & TESTING	
MISCELLANEOUS	
TOTAL DIRECT EXPENSES	\$970.50
TASK 4.16: Detailed Geotechnical Investigation	
REPRODUCTION	
TRAVEL	\$43,725.00
SURVEY & TESTING	\$2,216,300.00
MISCELLANEOUS	
TOTAL DIRECT EXPENSES	\$2,260,025.00
TOTAL DIRECT EXPENSES	\$2,522,322.00

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE
RFP MO 15-044

DIRECT EXPENSES SUMMARY BY FIRM	
FIRM: Hardesty & Hanover/ Gannett Fleming JV	Total Cost
H&H/GF Joined Venture	
REPRODUCTION	\$24,243.00
TRAVEL	\$37,164.00
SURVEY & TESTING	\$2,216,300.00
MISCELLANEOUS	\$1,680.00
TOTAL DIRECT EXPENSES	\$2,279,387.00
Haley & Aldrich	
REPRODUCTION	
TRAVEL	\$30,995.00
SURVEY & TESTING	
MISCELLANEOUS	\$760.00
TOTAL DIRECT EXPENSES	\$31,755.00
Griffin Engineering	
REPRODUCTION	
TRAVEL	
SURVEY & TESTING	
MISCELLANEOUS	\$220.00
TOTAL DIRECT EXPENSES	\$220.00
Naik Consulting Group	
REPRODUCTION	
TRAVEL	\$3,520.00
SURVEY & TESTING	\$188,200.00
MISCELLANEOUS	\$760.00
TOTAL DIRECT EXPENSES	\$192,480.00
Envision	
REPRODUCTION	
TRAVEL	\$16,520.00
SURVEY & TESTING	
MISCELLANEOUS	\$760.00
TOTAL DIRECT EXPENSES	\$17,280.00
JCMS	
REPRODUCTION	
TRAVEL	
SURVEY & TESTING	
MISCELLANEOUS	\$760.00
TOTAL DIRECT EXPENSES	\$760.00
Radin	
REPRODUCTION	
TRAVEL	
SURVEY & TESTING	
MISCELLANEOUS	\$220.00
TOTAL DIRECT EXPENSES	\$220.00
SJH	
REPRODUCTION	
TRAVEL	
SURVEY & TESTING	
MISCELLANEOUS	\$220.00
TOTAL DIRECT EXPENSES	\$220.00
TEAM TOTAL	\$2,522,322.00

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE
RFP MD. 15-044

EXPENSES DETAIL - REPRODUCTION								
FIRM: Hardesty & Hanover/ Gannett Fleming JV								
TASK 1: Project Management								
Books - 8 1/2 x 11 (*)	No.	Pages	Copies (*)	Total Sheets	Cost (B/W)	Cost (Color)	Binding	Total
Project Management Plan - Draft	1	150	12	1,800	\$0.05		\$4.00	\$138.00
Project Management Plan - Final	1	150	12	1,800	\$0.05		\$4.00	\$138.00
Quality Management Plan	1	150	12	1,800	\$0.05		\$4.00	\$138.00
Design Control Plan	1	100	12	1,200	\$0.05		\$4.00	\$108.00
Configuration Management Plan	1	100	12	1,200	\$0.05		\$4.00	\$108.00
Design Management Plan	1	100	12	1,200	\$0.05		\$4.00	\$108.00
Interface & Integration Mgmt Plan	1	150	12	1,800	\$0.05		\$4.00	\$138.00
TOTAL PRINTING			84	10,800				\$876.00
DELIVERY (\$200 per trip, 4 trips)	4							\$800.00
TOTAL COST								\$1,876.00
Notes:								
(*) Distribution - Team (8 books) + Client (4 books)								
TASK 2: Risk Management								
Books - 8 1/2 x 11 (*)	No.	Pages	Copies (*)	Total Sheets	Cost (B/W)	Cost (Color)	Binding	Total
Risk Management Plan - Draft	1	100	12	1,200	\$0.05		\$4.00	\$108.00
Risk Management Plan - Final	1	100	12	1,200	\$0.05		\$4.00	\$108.00
TOTAL PRINTING				2,400				\$216.00
DELIVERY (\$200 per trip)	1							\$200.00
TOTAL COST								\$416.00
Notes:								
(*) Distribution - Team (4 books) + Client (8 books)								
TASK 3: Systems Safety & Management								
Books - 8 1/2 x 11 (*)	No.	Pages	Copies (*)	Total Sheets	Cost (B/W)	Cost (Color)	Binding	Total
Systems Safety & Mgmt - Draft	1	100	12	1,200	\$0.05		\$4.00	\$108.00
Systems Safety & Mgmt - Final	1	100	12	1,200	\$0.05		\$4.00	\$108.00
TOTAL PRINTING				2,400				\$216.00
DELIVERY (\$200 per trip)	1							\$200.00
TOTAL COST								\$416.00
Notes:								
(*) Distribution - Team (4 books) + Client (8 books)								
TASK 4.5: Concept Geotechnical Report								
Books - 8 1/2 x 11 (*)	No.	Pages	Copies (*)	Total Sheets	Cost (B/W)	Cost (Color)	Binding	Total
Concept Geotech Report	1	50	12	600	\$0.05		\$4.00	\$78.00
TOTAL PRINTING				600				\$78.00
DELIVERY (\$200 per trip)	1							\$200.00
TOTAL COST								\$278.00
Notes:								
(*) Distribution - Team (6 books) + Client (6 books)								
TASK 4.7: Navigational Study								
Books - 8 1/2 x 11 (*)	Pages	Pages	Copies (*)	Total Sheets	Cost (B/W)	Cost (Color)	Binding	Total
Navigational Study - Draft	1	50	12	600	\$0.05		\$4.00	\$78.00
Navigational Study - Final	1	50	12	600		\$0.50	\$4.00	\$348.00
TOTAL PRINTING				600				\$426.00
DELIVERY (\$200 per trip)	1							\$200.00
TOTAL COST								\$626.00
Notes:								
(*) Distribution - Team (6 books) + Client (6 books)								
TASK 4.9: Feasibility Report								
Books - 8 1/2 x 11 (*)	No.	Pages	Copies (*)	Total Sheets	Cost (B/W)	Cost (Color)	Binding	Total
Feasibility Report - Draft	1	200	18	3,600	\$0.05		\$4.00	\$252.00
Feasibility Report - Final	1	200	18	3,600		\$0.50	\$4.00	\$1,872.00
TOTAL				3,600				\$2,124.00
Drawings (**)	No.	Sheets (**)	Copies (*)	Total Sheets	Cost (B/W)	Cost (Color)	Binding	Total
Full Size	2	40	18	1,440	\$0.50		\$0.50	\$738.00
Half Size - 11 x 17	2	40	18	1,440	\$0.10		\$4.00	\$288.00
TOTAL				1,440				\$1,026.00
TOTAL PRINTING								\$3,150.00
DELIVERY (\$500 per trip)	2							\$1,000.00
TOTAL COST								\$4,150.00
Notes:								
(*) Distribution - Team (8 sets) + Client (10 sets)								
(**) 8 disciplines, 5 drawings per discipline = total 40 dwgs, 2 submissions								

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE
RFP MO 15-044

EXPENSES DETAIL - REPRODUCTION								
FIRM: Hardesty & Hanover/ Gannett Fleming JV								
TASK 4.10: VE Report								
Books - 8 1/2 x 11 (*)	No	Pages	Copies (*)	Total Sheets	Cost (B/W)	Cost (Color)	Binding	Total
VE Report - Draft	1	150	18	2,700	\$0.05		\$4.00	\$207.00
VE Report - Final	1	150	18	2,700	\$0.05		\$4.00	\$207.00
TOTAL PRINTING				2,700				\$414.00
DELIVERY (\$71.5 per trip)	2							\$143.00
TOTAL COST								\$557.00
Notes:								
(*) Distribution - Team (8 books) + Client (10 books)								
TASK 4.12: Preliminary Design								
Books - 8 1/2 x 11 (*)	No	Pages	Copies (*)	Total Sheets	Cost (B/W)	Cost (Color)	Binding	Total
Project Definition Report - Draft	1	200	20	4,000	\$0.05		\$4.00	\$280.00
Project Definition Report - Final	1	200	20	4,000		\$0.50	\$4.00	\$2,080.00
Specifications	2	200	20	4,000	\$0.05		\$4.00	\$360.00
Cost Estimate	2	150	20	3,000	\$0.05		\$4.00	\$310.00
Calculations	2	700	20	14,000	\$0.05		\$4.00	\$860.00
TOTAL				4,000				\$3,890.00
Drawings (*)	No	Sheets (**)	Copies (*)	Total Sheets	Cost (B/W)	Cost (Color)	Binding	Total
Full Size	2	240	20	9,600	\$0.50		\$0.50	\$4,820.00
Half Size - 11 x 17	2	240	20	9,600	\$0.10		\$4.00	\$1,120.00
TOTAL				9,600				\$5,940.00
TOTAL PRINTING								\$9,830.00
DELIVERY (\$500 per trip)	2							\$1,000.00
TOTAL COST								\$10,830.00
Notes:								
(*) Distribution - Team (10 sets) + Client (10 sets)								
(**) 8 disciplines, 30 drawings per discipline = total 240 dwgs, 2 submissions								
TASK 4.14: ROW & Property Acquisition (PAECE Report)								
Books - 8 1/2 x 11 (*)	No	Pages	Copies (*)	Total Sheets	Cost (B/W)	Cost (Color)	Binding	Total
PAECE Report - Draft	1	100	14	1,400	\$0.05		\$4.00	\$126.00
PAECE Report - Final	1	100	14	1,400		\$0.50	\$4.00	\$756.00
TOTAL				1,400				\$882.00
Drawings (*)	No	Sheets (**)	Copies (*)	Total Sheets	Cost (B/W)	Cost (Color)	Binding	Total
Full Size	2	20	14	560	\$0.50		\$0.50	\$294.00
Half Size - 11 x 17	2	20	14	560	\$0.10		\$4.00	\$168.00
TOTAL				560				\$462.00
TOTAL PRINTING								\$1,344.00
DELIVERY (\$200 per trip)	2							\$400.00
TOTAL COST								\$1,744.00
Notes:								
(*) Distribution - Team (4 sets) + Client (10 sets)								
(**) 20 drawings, 2 submissions								
TASK 4.16: Detailed Geotechnical Investigation (Geotechnical Report)								
Books - 8 1/2 x 11 (*)	No.	Pages	Copies (*)	Total Sheets	Cost (B/W)	Cost (Color)	Binding	Total
Geotechnical Report - Draft	1	200	18	3,600	\$0.05		\$4.00	\$252.00
Geotechnical Report - Final	1	200	18	3,600		\$0.50	\$4.00	\$1,872.00
TOTAL				3,600				\$2,124.00
Drawings (*)	No.	Sheets (**)	Copies (*)	Total Sheets	Cost (B/W)	Cost (Color)	Binding	Total
Full Size	2	40	18	1,440	\$0.50		\$0.50	\$738.00
Half Size - 11 x 17	2	40	18	1,440	\$0.10		\$4.00	\$288.00
TOTAL				1,440				\$1,026.00
TOTAL PRINTING								\$3,150.00
DELIVERY (\$200 per trip)	2							\$400.00
TOTAL COST								\$3,550.00
Notes:								
(*) Distribution - Team (8 sets) + Client (10 sets)								
(**) 40 drawings, 2 submissions								
TOTAL PRINTING COSTS								\$24,243.00

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE
RFP MO. 15-044

EXPENSES DETAIL - TRAVEL							
FIRM: Hardesty & Hanover/ Gannett Fleming JV							
TASK 1: Project Management							
PROJECT MEETINGS (*)	No. of Staff	No. of Trips	Fare	Total Cost			
Hardesty & Hanover							
NYC	4	24	\$10.00	\$960.00			
Trenton, NJ	3	24	\$25.00	\$1,800.00			
TOTAL H&H				\$2,760.00			
Gannett Fleming							
Audubon, PA	4	24	\$150.00	\$14,400.00			
Plainfield, NJ	3	24	\$10.00	\$720.00			
TOTAL GF				\$15,120.00			
Haley & Aldrich							
Parlisspany, NJ	1	24	\$15.00	\$360.00			
TOTAL H&A				\$360.00			
TOTAL COST				\$18,240.00			
Notes:							
(*) Train trips to project meetings - 1 progress meeting & 1 coordination meeting per month							
TASK 2: Risk Management							
MEETINGS / WORKSHOPS (*)	No. of Trips	Days Each	Lodging	M&E	Total	Air Fare	Total Cost
Hardesty & Hanover							
Risk Manager	4	2	\$134	\$61	\$1,560.00	\$2,800.00	\$4,360.00
TOTAL H&H							\$4,360.00
TOTAL COST							\$4,360.00
Notes:							
(*) Tips to VE Vorksops - 4 meetings							
TASK 4.2: Survey & Base Mapping							
FIELD SURVEY (*)	No. of Trips	Miles	Cost / Mile	Total	Tolls	Rental	Total Cost
Nalk Consulting Group							
Edison, NJ	44	30	\$0.55	\$726.00	\$440.00		\$1,166.00
NYC	44	70	\$0.55	\$1,694.00	\$660.00		\$2,354.00
TOTAL NAIK							\$3,520.00
Notes:							
(*) 2 cars, 2 months (44 days)							
TASK 4.9: Feasibility Report							
SITE VISITS (*)	No. of Trips	Miles	Cost / Mile	Total	Tolls	Rental	Total Cost
Hardesty & Hanover							
NYC	2	70	\$0.55	\$77.00	\$30.00		\$107.00
Trenton, NJ	2	90	\$0.55	\$99.00	\$20.00		\$119.00
TOTAL H&H							\$226.00
Gannett Fleming							
Audubon, PA	4	250	\$0.55	\$550.00	\$60.00		\$610.00
Plainfield, NJ	2	25	\$0.55	\$27.50			\$27.50
TOTAL GF							\$637.50
TOTAL COST							\$863.50
Notes:							
(*) Trips by car							
TASK 4.10: VE Report							
VE WORKSHOP (*)	No. of Trips	Days Each	Lodging	M&E	Total	Air Fare	Total Cost
Envision							
VE Staff (4 people)	2	7	\$134	\$61	\$10,920.00	\$5,600.00	\$16,520.00
TOTAL ENVISION							\$16,520.00
TOTAL COST							\$16,520.00
Notes:							
(*) Trips to VE workshop							

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE
RFP MO 15-044

EXPENSES DETAIL - TRAVEL							
FIRM: Hardesty & Hanover/ Gannett Fleming JV							
TASK 4.12: Preliminary Design							
SITE VISITS (*)	No. of Trips	Miles	Cost / Mile	Total	Tolls	Rental	Total Cost
Hardesty & Hanover							
NYC	4	70	\$0.55	\$154.00	\$60.00		\$214.00
Trenton, NJ	2	90	\$0.55	\$99.00	\$20.00		\$119.00
TOTAL H&H							\$333.00
Gannett Fleming							
Audubon, PA	4	250	\$0.55	\$550.00	\$60.00		\$610.00
Plainfield, NJ	2	25	\$0.55	\$27.50			\$27.50
TOTAL GF							\$637.50
TOTAL COST							\$970.50
Notes:							
(*) Trips by car							
TASK 4.16: Detailed Geotechnical Investigation							
BORING INSPECTIONS (*)	No. of Trips	Miles	Cost / Mile	Total	Tolls	Rental (**)	Total Cost
Hardesty & Hanover							
Trenton, NJ	220	90	\$0.55	\$10,890.00	\$2,200.00		\$13,090.00
TOTAL H&H							\$13,090.00
Haley & Aldrich							
Parsippany, NJ	330	90	\$0.55	\$16,335.00	\$3,300.00	11000	\$30,635.00
TOTAL H&A							\$30,635.00
TOTAL COST							\$43,725.00
Notes:							
(*) Daily inspections, 5 inspectors, 5 months (110 days)							
(**) Car rental \$100 per day							
TOTAL TRAVEL COSTS							\$88,199.00

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE
RFP MO. 15-044

EXPENSES DETAIL - SURVEY & TESTING			
FIRM: Hardesty & Hanover/ Gannett Fleming JV			
TASK 4.2: Survey & Base Mapping			
Naik Consulting Group			
EQUIPMENT	Days	Cost / Day	Total Cost
MPT Truck	4	\$800.00	\$3,200.00
TOTAL EQUIPMENT			\$3,200.00
SURVEY (*)			Lump Sum
Photogrammetry - GEOD			\$85,000.00
Subsurface Utility Survey - Taylor Wiseman Taylor (SUE)			\$100,000.00
TOTAL SURVEY			\$185,000.00
	TOTAL COST		\$188,200.00
TASK 4.16: Detailed Geotechnical Investigation			
BORINGS & SURVEY (*)			Lump Sum
Borings			\$1,985,150.00
Geophysical Survey			\$16,150.00
Diving Inspection Allowance - As Needed (**)			\$15,000.00
Testing Lab			\$200,000.00
TOTAL SURVEY			\$2,216,300.00
Notes:			
(*) See backup			
(**) It's an allowance. The scope cannot be determined without knowing the actual conditions			
TOTAL SURVEY & TESTING			\$2,404,500.00

NJT REPLACEMENT OF RARITAN RIVER DRAWBRIDGE
RFP MO. 15-044

EXPENSES DETAIL - MISCELLANEOUS ODCs			
FIRM: Hardesty & Hanover/ Gannett Fleming JV			
TASK 1: Project Management			
	Months	Cost / Month	Total Cost
JV FIRMS (H&H and GF)			
Postage / Fedex	12	\$100.00	\$1,200.00
Delivery	12	\$40.00	\$480.00
Other (phone, photos, etc.)			\$200.00
TOTAL JV			\$1,680.00
SUBCONSULTANTS			
Major Subs (H&A, Envision, JCMS)			
Postage / Fedex	12	\$30.00	\$360.00
Delivery	12	\$25.00	\$300.00
Other (phone, photos, etc.)			\$100.00
TOTAL EACH SUB			\$760.00
Other Subs (Griffin, Radin, SJH)			
Postage / Fedex	12	\$15.00	\$180.00
Other (phone, photos, etc.)			\$40.00
TOTAL EACH SUB			\$220.00
H&A			\$780.00
Griffin			\$220.00
Naik			\$760.00
Envision			\$780.00
JCMS			\$760.00
Radin			\$220.00
SJH			\$220.00
TOTAL SUBCONSULTANTS			\$3,700.00
TOTAL MISCELLANEOUS ODCs			\$5,380.00

NJ TRANSIT RFP No. 15-044

Design, Engineering and Construction Assistance Services
for the Replacement of Raritan River Bridge

DIRECT EXPENSE BACKUP

A. Esteban & Company, Inc.

132 West 36th St, 10th fl
New York, NY 10018

September 16, 2015

Ms. Visha Szumanski
Hardesty & Hanover
1501 Broadway
New York, NY 10023

Re: Digital Reproduction costs / NJ Transit Raritan River Bridge

Dear Ms. Szumanski:

Thank you for the opportunity to quote on your present printing requirements. The prices are as follows:

WIDE FORMAT

1.	Digital Printing on Bond, 1st copy	\$ 0.08 sq.ft.
2.	Digital Printing on Bond, add'l copy	\$ 0.08 sq.ft.
3.	Digital Printing on Bond, half-size 1st	\$ 0.08 sq.ft.
4.	Digital Printing on Bond, half-size add'l	\$ 0.08 sq.ft.
5.	Print binding w-strip	\$ 0.50 each
6.	Cad Plotting Bond B/W 1st plot	\$ 0.08 sq. ft.
7.	Cad Plotting Bond B/W add'l	\$ 0.08 sq. ft.
8.	Color plot on Pres Bond (Inkjet)	\$ 2.50 sq. ft.
9.	Color plot on Gloss/Semi Photo (Inkjet)	\$ 5.00 sq. ft.
10.	Mounting on foamcore	\$ 4.00 sq. ft.
11.	Laminating	\$ 4.00 sq. ft.

SMALL FORMAT

12.	Photocopy 8.5" x 11" B/W	\$ 0.05 each
13.	Photocopy 8.5" x 11" color	\$ 0.50 each
14.	Photocopy 11" x 17" B/W	\$ 0.10 each
15.	Photocopy 11" x 17" color	\$ 0.75 each
16.	Acco bind, 8.5" x 11"	\$ 3.00 each
17.	GBC Bind/Wire O Bind , 8.5 x 11"	\$ 3.00 each
18.	Acetate front / black vinyl back	\$ 1.00 each

WEB-BASED DOCUMENT MANAGEMENT- DIGITAL SERVICES

19.	PDF conversion	\$ 0.25 ea.
20.	Rename-update Master/per file	\$ 0.50 ea.
21.	Scan, upload, & index DWGS to PROJECTWEB system	No Charge
22.	Scan, upload, & index SPECS to PROJECTWEB system	No Charge
23.	Use of ProjectWeb (Unlimited Users)	No Charge
24.	FTP Hosting Monthly - up to 4.99GB	\$ 10.00
25.	FTP Hosting Monthly - over 5 GB	\$ 20.00
26.	FTP Hosting Monthly - over 25 GB	\$ 49.00
27.	Projectweb/FTP Download Throughput up to 25k mb	\$ 0.10/MB
27a.	Projectweb/FTP Download Throughput 25k-50k mb	\$ 0.075/MB
27b.	Projectweb/FTP Download Throughput over 50k mb	\$ 0.05/MB

If I can help you further please contact me at (212) 714-0102. Thank you for thinking of us.

Sincerely,
Chris Esteban

Expense Backup: Survey - Photogrammetry



GEOD CORPORATION

PHOTOGRAMMETRIC SCIENCES - SURVEY TECHNOLOGIES

18-24 Kanouse Road • Newfoundland, NJ 07435 • (973) 697-2122 • FAX (973) 838-6433

SUMMARY OF STAFFING

CLIENT: Naik

June 25, 2015

PROJECT: NJ Transit over the Raritan River

GEOD # p15-091

TITLE	ASCE GRADE	TASKS					TOTAL HOURS
		1	2	3	4	5	
Principal/Owner	PIX	12	6	0	0	0	18
Project Manager	PV	48	24	0	0	0	72
Senior Technician	ET5	280	40				320
Technician	ET4	200					200
Chief of Party	ET4		100				100
Instrumentperson	ET3		100				100
Rodperson	ET2						0
Clerical Salaries	Clerical						0
TOTAL		540	270	0	0	0	810

CURRENT HOURLY RATE	DIRECT TECHNICAL LABOR
\$65.05	\$1,170.90
\$50.94	\$3,667.68
\$39.82	\$12,742.40
\$31.15	\$6,230.00
\$34.87	\$3,487.00
\$28.34	\$2,834.00
\$21.63	\$0.00
\$28.99	\$0.00
	\$30,131.98

DIRECT EXPENSES:			
Aerial Photography			\$3,995.00
Subsistence	days @	per day	\$0.00
Mileage	2727	miles @ \$0.55/mile	\$1,500.00
Closings	days @	per day	\$0.00
Scanned Images on CD			\$0.00
Materials, Postage, Repro etc			\$250.00
Other			\$0.00
	Direct Expense Total:		\$5,745.00

	PAYROLL	\$30,131.98
142.9%	OVERHEAD	\$43,058.60
18%	FEE	\$5,423.76
	DIRECT EXPENSES	\$5,745.00
	TOTAL	\$84,359.34

TASKS

- 1) Obtain 1.8cm digital imagery, provide photo control w/ 4 pairs, prepare LAMP mapping along RR R-O-W with 1' DTM contours in NJ Transit specification MicroStation V8i/SelectCAD
- 2) Set ±68 preflight targets and 4 control pairs. Perform control survey and prepare control report.

Note: Mapping limits for 3.4 miles begin at 400' total width for abutments + 500', then taper to 100' total width at project ends as per the Google Earth file p15-091 Limits.kmz accompanying this summary of hours spreadsheet.

Expense Backup: Subsurface Utility Survey

RFP NO. 15-044 NJ TRANSIT BRIDGE OVER RARITAN RIVER

6/25/2015

REVISED 10-12-15

SUE TASK	DESIGNATING (DAYS)	2 MAN CREW DAILY RATE PER DAY	DESIGNATING TOTAL ESTIMATE	
PERTH AMBOY				
DESIGNATING (ASSUME 10 DAYS, 10 HOUR DAYS)	10	\$2,100	\$21,000	
SOUTH AMBOY				
DESIGNATING (ASSUME 10 DAYS, 10 HOUR DAYS)	10	\$2,100	\$21,000	\$42,000

SUE TASK	TEST HOLES ASSUME 3 PER DAY)	3 MAN CREW DAILY RATE PER DAY	TEST HOLES TOTAL ESTIMATE	
PERTH AMBOY				
TEST HOLES (ASSUME 15 TEST HOLES, ON LAND ONLY)	5	\$4,500	\$22,500	
SOUTH AMBOY				
TEST HOLES (ASSUME 15 TEST HOLES, ON LAND ONLY)	5	\$4,500	\$22,500	\$45,000

ASSUMPTIONS:
 NJ TRANSIT FLAGGING COSTS NOT INCLUDED IN THIS COSTS.
 GF TO COORDINATE THE EFFORT AND COST OF NJ TRANSIT FLAGGING.

ESTIMATE: \$87,000
 TRAFFIC CONTROL: \$13,000

TOTAL ESTIMATED COSTS: \$100,000

Expense Backup: Borings

JERSEY BORING & DRILLING CO.,INC.

36 PIER LANE WEST, FAIRFIELD, NJ 07004

PHONE (973) 287-6857 FAX (973) 521-7891

To: Name: Ed Zamiskie	From: Dennis Spearnock		
Company: Haley & Aldrich		Date: 6/30/2015	
Phone No: 973-658-3909		Page 1 of	2
E-Mail: ezamiskie@haleyaldrich.com		Quote No.	Q15-251
		Revised:	9/17/2015
Project: NJT Raritan River Bridge			
Perth Amboy-South Amboy, NJ			

Jersey Boring and Drilling Co., Inc. is pleased to present this proposal to conduct seventy (70) water borings and ten (10) land borings to a depth of approximately seventy five to one hundred thirty five (75'-135') feet at the above mentioned site. Cone penetrometer testing will be performed with truck mounted drilling equipment.

Land Borings

ITEM	UNIT RATE	UNITS	QUANTITY	TOTAL
Mobilization/demobilization rig-----	\$ 7,000.00	LS	1	\$ 7,000.00
Railroad safety training(Water & land)-----	\$ 10,000.00	LS	1	\$ 10,000.00
Soil drilling with continuous sampling to ten feet and at five foot intervals thereafter-----	\$ 39.00	Per foot	800	\$ 31,200.00
N-size rock coring or coring obstructions, i	\$ 65.00	Per foot	120	\$ 7,800.00
Steel Shelby tubes-----	\$ 150.00	Each	10	
Grouting of boreholes-----	\$ 5.00	Per foot	920	\$ 4,600.00
Drums, if required-----	\$ 100.00	Each	20	\$ 2,000.00
NJDEP boring permit-----	\$ 1,800.00	Each	2	\$ 3,600.00
Crosshole seismic testing, 3 hole array----	\$ 12,000.00	Each	2	\$ 24,000.00
Crosshole seismic testing, casing install---	\$ 49.00	Per foot	600	\$ 29,400.00
Stand by time-----	\$ 300.00	Crew Hour	2	\$ 600.00
Cone Penetrometer Soundings-----	\$ 27.00	Per foot	500	\$ 13,500.00
ESTIMATED TOTAL				\$ 133,700.00

Water Borings

ITEM	UNIT RATE	UNITS	QUANTITY	TOTAL
Mobilization/demobilization 2 rigs-----	\$ 82,000.00	LS	1	\$ 82,000.00
Sinking casing minimum 10' below mudline, including water-----	\$ 62.00	Per foot	2100	\$ 130,200.00
Soil drilling with continuous sampling to ten feet and at five foot intervals thereafter, 0-50'-----	\$ 124.00	Per foot	3500	\$ 434,000.00
Soil drilling with continuous sampling to ten feet and at five foot intervals thereafter, 50-100'-----	\$ 141.00	Per foot	3000	\$ 423,000.00
Soil drilling with continuous sampling to ten feet and at five foot intervals thereafter100-150'-----	\$ 189.00	Per foot	1750	\$ 330,750.00

N-size rock coring or coring obstructions, i	\$ 215.00	Per foot	2100	\$ 451,500.00
Additional split spoon samples-----	\$ 75.00	Each	0	
Steel Shelby tubes-----	\$ 550.00	Each	20	\$ 11,000.00
Grouting of boreholes-----	\$ 10.00	Per foot	10350	\$ 103,500.00
Drums, if required-----	\$ 100.00	Each	140	\$ 14,000.00
NJDEP test boring site permit-----	\$ 1,800.00	Each	2	\$ 3,600.00
Stand by time-----	\$ 800.00	Crew Hour	2	\$ 1,600.00

ESTIMATED TOTAL \$ 1,985,150.00

NOTE:

NJ DEP requires coordinates for all wells and permitted borings to be given in the NJ State Plane system either by a licensed surveyor or with differential GPS. Client to provide NJ State Plane coordinates including name license number of the surveyor. All drums/drill cuttings to remain on site for testing and disposal by others. We will require a site visit and a boring location plan prior to entering a contract to perform the work.

Jersey Boring and Drilling Co., Inc. will provide driller's field logs. Typed logs can be provided for a fee of \$80.00 per hour with a one hour minimum charge. Engineering reports and inspections will be the responsibility of the client and is not included in our services.

All fees are based on providing our standard insurance.

On water boring fees are based on two barges working continuous twenty four hour operation, excluding weekends. Land fees are based on working weekdays between the hours of 7:00am and 3:30pm. Additional premium rates will be charged for other hours. Time not worked due to Railroad issues will be billed at the applicable standby rate.

If flagmen are required they shall be provided at no cost to Jersey Boring.

We will call for a utility mark out, however the location of any on site under-ground utilities, tanks, or buried structures must be identified by the client or owner before we can start drilling. The initial one-call fee is included in the price for mobilization/Demobilization. A fee of \$50.00 will be billed for additional one-calls required due to project scheduling conflicts or cancellations.

Our employees are members of Local 1556 in NYC with the classification of core drillers. Any additional union employees required to satisfy other unions will be the responsibility of others.

Samples will be stored in our facilities for up to one year from the date of drilling. After one year all samples not taken by the client will be disposed of at our discretion.

It is our assumption that the site is not contaminated with hazardous materials, if any should be encountered during the drilling activities, the client will be contacted and a mutual agreement will be made about how to proceed. Any additional cost due to the hazardous materials will be agreed to before drilling resumes.

If the above terms and conditions are acceptable to you, please sign the bottom of this fee schedule and return it to us by fax, or supply us with a signed copy of your purchase order or contract, issued by the party responsible for payment.

These prices will remain in effect for 90 days from date quoted.

Thank you for the opportunity to be of service on this project. If you have any questions or require additional information please call me at 973-242-3800.

Dennis Spearnock

Ed Zamiskie

Date

Expense Backup: Geotechnical Lab Testing

RARITAN BRIDGE - NEW YORK & LONG BRANCH RAILROAD

Laboratory testing cost for Soil and Rock samples:

Test Description	Unit Cost	Unit	No of Test	Amount	Remark (Total nos. SPT boring = 86 Approx.)
Visual Description and Identification of Soil	\$15.0	Per Sample	40	\$600.0	
Water (Moisture) Content of Soil	\$7.5	Per test	172	\$1,290.0	Two test per boring
Organic Content	\$35.0	Per test	33	\$1,155.0	Three test per approach boring (11 SPT)
pH of Soil	\$30.0	Per test	172	\$5,160.0	Two test per boring
Specific Gravity of Soil	\$80.0	Per test	86	\$6,880.0	One test per boring
Soil Chemical Analysis	\$135.0	Per test	86	\$11,610.0	One test per boring
Atterberg Limits	\$95.0	Per test	258	\$24,510.0	Three test per boring
Sieve Analysis	\$60.0	Per test	430	\$25,800.0	Five test per boring
Hydrometer Analysis	\$80.0	Per test	172	\$13,760.0	Two test per boring
Soil Resistivity	\$55.0	Per test	172	\$9,460.0	Two test per boring
Undisturbed Tube Sample Extrusion Only	\$30.0	Per Tube	86	\$2,580.0	One test per boring
Consolidated Isotropically Undrained (Bridge)	\$950.0	Per test	38	\$36,100.0	One test per substructure unit
Consolidated Isotropically Undrained (Approach fill)	\$950.0	Per test	11	\$10,450.0	One test per approach boring (11 SPT)
Unconfined Compressive Strength- Rock	\$195.0	Per Test	150	\$29,250.0	Two test per bridge boring (75 SPT)
Point Load Strength	\$125.0	Per Test	75	\$9,375.0	One test per bridge boring (75 SPT)
Moh's Hardness	\$25.0	Per Test	225	\$5,625.0	Three test per bridge boring (75 SPT)
Conventional One-Dimensional Consolidation	\$525.0	Per Test	11	\$5,775.0	One test per approach boring (11 SPT)

Total: \$199,380

Say \$200,000

Expense Backup: Geophysical Survey



Aqua Survey, Inc.
469 Point Breeze Road
Flemington, New Jersey 08822

908-788-8700 T
908-788-9165 F

Dolce @aquasurvey.com

To	EDWARD ZAMISKIE	From	Tom Dolce
Group Location	Haley & Aldrich, Inc. Parsippany, NJ	Title	Vice President
Email	ezamiskie@halevaldrich.com	Date	April 6, 2015
Phone	(973) 658-3909		
Cell	(973) 713-4045		
Project	Geophysical & Bathymetric Survey Raritan River	Proposal	GEO-040815-159

Thank you for your interest in Aqua Survey's capabilities and your request for a quote to perform survey services in the Raritan River in New Jersey.



Experience, Vessels & Equipment: Since 1975 Aqua Survey, Inc. (ASI) has been providing vessel-based sampling and surveying services throughout the United States and the Caribbean as well as internationally. Aqua Survey's vessels are configured and

equipped to safely provide all the requested support identified in your request for a cost proposal. All of ASI's personnel are OSHA Hazwoper 40-hour trained. Aqua Survey places safety at the top of our company's objectives. Aqua Survey currently owns and operates the vessels and equipment and has the well-seasoned professional staff of degreed mariners to make your project a success.

Aqua Survey owns and operates over 20 sampling and surveying research vessels ranging in size and function from a four-person amphibious vehicle, to various sized jon boats, to geophysical survey vessels, to our 30-foot landing-craft coring and surveying boat to our latest acquisition, the 34-foot pontoon the R/V Edison. Having a fleet of vessels in-house allows Aqua Survey to deploy the right vessel for vastly differing river and lake conditions. Aqua Survey maintains appropriate levels of insurance for all vessels and on-water activities, operates all vessels in full compliance with United States Coast Guard rules and regulations and in compliance with the Jones Act. All vessels, at a minimum, are equipped with safety equipment for all crew members and passengers (clients). All captains are U.S. Coast Guard Licensed operators. We propose to commit an appropriately sized and equipped vessel to perform geophysical and bathymetric surveying in the Raritan River at the NJ Transit Bridge.

Bathymetric Survey

Aqua Survey will mobilize, deploy and demobilize a survey boat, Odom CVM depth sounder, or equivalent, DGPS precision positioning equipment and survey crew to your project sites to perform a bathymetric survey. Using lanes spaced 25 feet apart, Aqua Survey will run the appropriate number of track lines 1,000 feet east and west of the bridge across the main stem of the channel where the current swing bridge is located. ASI will run survey lines across the entire width of the river to get adequate coverage for this survey. Aqua Survey will use Hypack for survey control, ship track recording, and data acquisition. Depth measurements will be corrected to mean low water (MLW) as a vertical datum unless told otherwise.

Deliverables: Data will be processed and survey map produced as E-size drawings and on a CD-ROM as both an Auto-CAD and/or ASCII version file. The data reduction and mapping work will be completed within one work of the completion of the fieldwork.

Side-Scan Sonar Survey

An Edgetech 4125 dual frequency (400kHz/900kHz) side-scan sonar system will be used for this survey. Range scale will be set to no greater than 165 feet, with approximately 50 foot spacing for lines run parallel with the flow of the river. That will result in greater than 300 percent coverage of the riverbed. During the survey, the sonar will be constantly monitored and tuned to ensure the highest quality records possible are recorded. Positioning data from the DGPS will be collected and electronically paired with the side-scan sonar records to allow the location of targets to be determined during the survey and during post-processing. Following the survey, the individual records will

be analyzed to detect the current status of the rip rap near the bridge and pier structures and any other debris or submerged objects. Any such targets will be noted, coordinates provided and target files created with data for each target annotated.

Magnetometer Survey

A magnetometer survey will be conducted in order to detect the presence of the buried cable utilities. The survey methodology is designed to provide data indicating the position, and relative size of ferrous targets in the survey area.

Aqua Survey will use their Geometrics G-882 marine cesium magnetometer. The survey will be conducted in order to detect and locate potential utilities crossing in the X and Y plane. The survey methodology will be designed to provide data indicating the position of any utilities in the survey areas within ± 3 feet. ASI will not be able to determine burial depth for the cables with any certainty. Survey lines will be run longitudinally along the river at 50-foot intervals to ensure complete coverage of the survey area. During the survey, the sensor will be towed at several different depths to get as near the bottom as possible and to ensure the sensors were not detecting the vessel itself. Data will be recorded at no greater than 0.5-second intervals and electronically paired with positioning data from the DPGS system in an onboard computer running Hypack survey software. To ensure reliable target identification and assessment, analysis of the magnetic data will be carried out as it is generated. Significant magnetic anomalies will be marked as targets during the survey and will be re-surveyed using the magnetometer to better determine the size and characteristics of the anomaly. Fiber optic cables maybe hard to detect with the magnetometers unless they are encased in metallic piping or similar casing.

Post-processing of the data will involve examining each survey line individually and annotating anomalies detected. Using contouring software, magnetic data generated during the survey will also be contour plotted at 10 gamma intervals for analysis and accurate location of the material generating each magnetic anomaly as well as determining the presence of clusters of targets. Magnetic targets will be isolated and analyzed in accordance with intensity, duration, aerial extent and signature characteristics.

We are estimating three days of field surveying to complete the on-water work and a week to complete all the data reduction and reporting.

ASI's pricing follows:

Mob/Demob	\$ 1,800 Lump Sum
Survey Field Work (\$ 4,200 Per Day)	\$12,600 Lump Sum
Data Processing and Summary Report	\$ 1,750 Lump Sum
Total Cost -	\$16,150

Payment: Payment terms are Net 30 days from date of invoice.

Scheduling and Authorization: Please read the following Terms and Conditions, they will govern ASI's contractual relationship with you the Client. ASI must receive written authorization from the Client to schedule a project.

Terms and Conditions:

If you feel our policies may not be appropriate for your project, please let us know and we will do what we can to work with your request.

1. Client – The public body or authority, corporation, association, firm or person with whom Aqua Survey, Inc. has entered into Agreement for the provision of services.
2. ASI – Aqua Survey, Inc. with corporate offices at 469 Point Breeze Road, Flemington, New Jersey 08822 is the corporation retained to provide services as stated in this Agreement.
3. Point-of-Refusal - Point-of-refusal is the point at which applied coring technology can no longer penetrate the target material at a reasonable rate. This may be caused by a variety of conditions including: rock, large stones, gravel, debris or other barriers.
4. Right of Entry – The Client will provide for right of entry of employees, agents, or subcontractors of ASI to perform and complete work that is subject of this Agreement.
5. Indemnity – The Client will provide ASI information regarding the specific locations of all known underground manmade-structures and utilities. ASI will indemnify the Client from damages caused by ASI during the provision of services to these identified structures and utilities. ASI shall not be responsible and shall be held harmless by the Client for damages to any structure or utility not identified by the Client.
6. Mob/Demob – Mobilization/Demobilization is the time period, work and costs associated with the mobilization of personnel and equipment to Client's work site and the demobilization of equipment and personnel from the work site after the conclusion of provision of services.
7. Day Rate – ASI's day rate takes effect at the time ASI equipment and personnel have arrived at the work site. The length of the work day governed by the day rate is 8-hours unless otherwise specified to in the Agreement. Time over the agreed-to work period during a day will be billed on a prorated basis. Day Rate will be billed for on-site required training.

8. **Weather Day** – A weather day is a day that weather conditions make the provision of services unsafe or the likelihood of productivity unacceptably low. A weather day is declared by ASI's field team leader after consultation with Client. Weather Days will be billed at full day rate. Only one weather day per site has been allowed for.
9. **Client-Directed Standby Time** – After mobilization has been completed and ASI is ready to enter the work site, has entered the work site or has commenced work, a prorated day rate will be billed for up to 8 hours for all Client directed standby time including, but not limited to, lockout, shutdown, labor actions, etc. This rate will also prevail for time spent at work site after the provision of field services has been completed and ASI personnel and equipment are not allowed to leave the work site to begin demobilization. A full day rate will be billed for scheduled work days that are cancelled without at least 96-hours advance warning.
10. **All pricing is based on OSHA level "D" safety protection unless otherwise specified in the Agreement.** Work requiring a higher level of personal protective equipment and not specified in the Agreement is subject to additional charges.
11. **Insurance Coverage** – ASI carries normal and customary insurance coverage and limits and will provide an insurance certificate upon Client's request. Any additional coverage or increased limits requested/required by Client will be billed at cost plus 15%.
12. **Vessel/Equipment at Risk Notification** – If ASI is requested to operate vessels or equipment in high risk areas (e.g., over a collapsed/submerged pier) or under conditions that pose much greater wear and tear on the vessels and equipment than normal (e.g., ice flow conditions), the vessel's U.S.C.G. licensed captain will determine if the vessel or equipment is at risk, the captain will place Client on notice: Client is at risk and becomes liable for the repair or replacement of equipment that may be damaged if ASI continues to provide services in accordance with the Agreement in such declared areas.
13. **The use of markout services and of geophysical equipment to detect submerged or embedded utilities lessens the probability of damaging such utilities but does not eliminate the possibility of Aqua Survey's equipment damaging utilities.** ASI makes no claims the use of geophysical survey equipment will locate all unseen utilities.
14. **Additional Services** – The rates included in the Agreement are for the services specified. Additional administrative work that may be required will be billed at \$125 per hour.
15. **Line item prices are not offered on an ala carte basis.** ASI prices/discounts projects keeping in mind all of the tasks being requested, not each one individually. Additional fees may be applied if the Client does not select the full suite of services offered in this proposal (unless that service is labeled "optional").
16. **Payment Terms** – Your price schedule is based on a Net 30 day terms of payment. For longer than 30 days or for other alternative payment plans, Aqua Survey reserves the right to increase the cost of services. Alternative plans must be approved in writing by ASI.

17. Invoicing – Whenever a vessel is to be mobilized for a Client’s project, Aqua Survey will invoice the Client the Mobilization/Demobilization fee when the project is authorized and scheduled. Additional invoices will be issued at project milestones or agreed upon billing cycles.

Understood and Accepted:

Edward Zamiskie - Haley & Aldrich, Inc.

Date

**NJ TRANSIT CONTRACT NO. 15-044
RARITAN RIVER BRIDGE REPLACEMENT
PHASE I - CONCEPTUAL AND PRELIMINARY DESIGN**

**EXHIBIT C – NJ TRANSIT TRAVEL & BUSINESS
REIMBURSEMENT GUIDELINES**

**Per Diem (Major Cities)*
Effective October 1, 2015**

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

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

GENERAL:

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

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

1. **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	\$51.00	\$54.00	\$59.00	\$64.00	\$69.00	\$74.00
Breakfast	\$11.00	\$12.00	\$13.00	\$15.00	\$16.00	\$17.00
Lunch	\$12.00	\$13.00	\$15.00	\$16.00	\$17.00	\$18.00
Dinner	\$23.00	\$24.00	\$26.00	\$28.00	\$31.00	\$34.00
Incidentals	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00

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

2. **Conveyances:** 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 \$0.54 cents per mile. Mileage claims in excess of 30 miles one-way must be supported with documentation from a reputable online service (e.g. Map Quest). Gas, tolls and parking fees will be reimbursed only when validated by receipt.
3. **Lodging:** 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 CONTRACT NO. 15-044
RARITAN RIVER BRIDGE REPLACEMENT
PHASE I - CONCEPTUAL AND PRELIMINARY DESIGN**

**EXHIBIT D – EQUAL EMPLOYEMENT OPPORTUNITY
PROVISIONS FOR PROFESSIONAL SERVICE CONTRACTS**

**STATE OF NEW JERSEY
EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS
FOR PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

I. BID REQUIREMENTS

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

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

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

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

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

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

II. SUBCONTRACTS; EQUAL EMPLOYMENT GOALS

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

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

III. MANDATORY CONTRACT LANGUAGE

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender

identity, or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

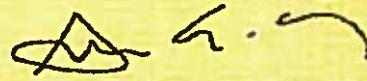

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 3605

RENEWAL
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JUL-2013 to **15-JUL-2016**

HARDESTY & HANOVER, LLC
1501 BROADWAY, SUITE 310
NEW YORK NY 10036



Andrew P. Sidamon-Eristoff
State Treasurer

**NJ TRANSIT CONTRACT NO. 15-044
RARITAN RIVER BRIDGE REPLACEMENT
PHASE I - CONCEPTUAL AND PRELIMINARY DESIGN**

EXHIBIT E – DBE REQUIREMENTS & FORMS

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

TO ALL NJ TRANSIT EMPLOYEES AND THE CONTRACTING COMMUNITY:

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

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

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

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

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

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

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

Date: 1/28/2013



James Weinstein
Executive Director

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

NJTRANSIT

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

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

If you have any questions pertaining to this change please contact Ms. Lisa-Marie Codrington, Director of Contract Compliance at (973) 491-8941 or Mr. L. A. Hernández, Manager, Certification and Outreach at (973) 491-7530.

NEW JERSEY TRANSIT CORPORATION
 DBE REQUIREMENTS FOR
 RACE-CONSCIOUS
 FEDERAL PROCUREMENT ACTIVITIES

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**NEW JERSEY TRANSIT CORPORATION
DBE REQUIREMENTS FOR
RACE-CONSCIOUS
FEDERAL PROCUREMENT ACTIVITIES**

The following pages provide Bidders/Proposers/Primes on federal contracts with New Jersey Transit (NJT), information about NJT's Disadvantaged Business Enterprise (DBE) Program, administered by the Office of Business Development (OBD). Prospective Bidders/Proposers/Primes will have an opportunity to ask questions regarding the directives contained in the DBE specifications at the pre-bid/pre-proposal conference(s). Further clarification of the DBE specifications, along with assistance in completing the forms, can be obtained by calling (973) 491-7593.

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

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

1.1 POLICY

As defined in the U.S. Department of Transportation (USDOT) Regulation 49 CFR Part 26, it is the policy of NJT that Disadvantaged Business Enterprises shall have the opportunity to compete for and participate in the performance of contracts financed in whole or in part with federal funds. Each subcontract a Prime signs with a subcontractor/subconsultant must include the following assurance referenced in article 1.2.

1.2 ASSURANCE

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

1.3 DBE GOAL FOR THIS PROJECT

As an aid in meeting the commitment of its DBE Program, NJT is setting a *race conscious* goal of awarding _____ percent of the gross sum bid/proposal to certified NJUCP DBE firms. Should the actual contract amount increase or decrease, through approved change order(s), the assigned goal may remain. The OBD will determine if the change orders and/or contract phases will result in an adjustment to the DBE participation goal.

1.4 GUIDANCE TO BIDDER/PROPOSERS/PRIMES

- 1.4.1 Failure by a Bidder/Proposer/Prime to comply with any of the requirements contained herein shall result in breach of contract and it shall be subject to the appropriate penalties, remedies, or liquidated damage(s). Refer to articles 5.6-5.7
- 1.4.2 All required forms, including the supplemental section (see articles 2.3-2.4) must be submitted in accordance with the requirements. **Firms must be certified under the NJUCP at the time of contract award in order to obtain DBE credit toward the goal.**
- 1.4.3 Price alone is not an acceptable basis for rejecting a DBE subcontractor/subconsultant's bid.
- 1.4.4 The Bidder/Proposer/Prime shall, at a minimum, seek DBEs in the same geographic area in which it generally seeks subcontractors/subconsultants. However, the Bidder/Proposer/Prime may be required to expand its search under specific circumstances as determined by OBD. Refer to article 2.0
- 1.4.5 Agreements between a Bidder/Proposer/Prime and a DBE in which the DBE promises not to provide subcontracting quotations to other Bidder/Proposers are prohibited.
- 1.4.6 The desire of a Bidder/Proposer/Prime to self-perform the work of a contract with its own organization is not an acceptable basis to not meet the goal or demonstrate a good faith effort to do so.
- 1.4.7 The Bidder/Proposer/Prime is responsible for verifying that the DBE is certified under the appropriate NAICS code for the scope of work identified. DBE credit shall be given only for work performed in the NAICS code(s) under which the DBE is certified.
- 1.4.8 A DBE firm listed on the First-Tier DBE Utilization Form (Form A) shall constitute a binding representation to NJT, by the Bidder/Proposer/Prime, that the DBE firm is qualified, available, and certified under the appropriate and required NAICS code to perform the scope of work identified. Refer to article 2.5a

1.5 TRANSIT VEHICLE MANUFACTURERS (TVM)

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

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

1.6 RESPONSIBLE BID/PROPOSAL CRITERIA

- 1.6.1 As a matter of responsibility, the two lowest Bidders or two highest ranked Proposers must submit the required forms, including the supplemental section (if applicable), with the bid/proposal or within seven (7) days after the bid opening or proposal due date. *NJT may grant a formal written request to extend this 7-day requirement at its sole discretion on a case-by-case basis.*
- 1.6.2 Failure to satisfactorily complete or submit all required forms when due may result in determination by NJT that the Bidder/Proposer is non-responsible and may cause rejection of the bid or proposal.
- 1.6.3 If the two lowest Bidders/highest ranked Proposers submit the DBE forms, but fail to meet the DBE goal, the OBD will consider the efforts made to determine if a Bidder/Proposer/Prime has in fact, demonstrated a good faith effort. See article 2.0
- 1.6.4 If it is determined that efforts were made to include DBE participation on the contract, however these efforts did not result in meeting the goal, NJT may request that additional efforts be made within 10 business days of the request. If at this time the Bidder/Proposer fails to demonstrate a good faith effort to achieve the goal, NJT shall consider awarding the contract to the next lowest bidder or highest ranked proposer who offers a reasonable price and meets the DBE goal or demonstrates a good faith effort and other bid requirements or requirements of 49 CFR Part 26.

2. GUIDANCE ON A GOOD FAITH EFFORT

- 2.1 To demonstrate a good faith effort to meet the DBE goal, a Bidder/Proposer/Prime shall provide written documentation in addition to Form D (article 2.3e), of the steps it has taken, prior to the bid opening/proposal due date, or during the life of the contract to obtain DBE participation. The Bidder/Proposer/Prime can meet this requirement in either of two ways:
- (1) The Bidder/ Proposer/Prime can meet the goal.
 - (2) The Bidder/Proposer/Prime shall exhaust the available options referenced in article 2.2 in making a continuous good faith effort to meet the assigned contract goal for the life of the contract.
- (a) The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.
- (b) In determining a good faith effort, the OBD will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder/Proposer/Prime has made. Mere *pro forma* efforts will not be considered as demonstration of good faith effort to meet the DBE contract requirements.
- (c) The Bidder/Proposer/Prime shall use good business judgment and consider a number of factors in negotiating with subcontractors/subconsultants, including DBE subcontractors/ subconsultants, and should take a firm's price and capabilities as well as contract goals into consideration. The fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's/Proposer's failure to meet the contract DBE goal, as long as such costs are reasonable as determined by NJT. Primes are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- (d) The Bidder/Proposer/Prime's ability or desire to perform the work of a contract with its own organization (self-performance) does not relieve the Bidder/Proposer/Prime of the responsibility to meet the goal or demonstrate a good faith effort.
- (e) The Bidder/Proposer/Prime shall not reject DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Bidder/Proposer/Prime's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Bidder/Proposer/Prime's efforts to meet the assigned project goal.
- (f) The OBD will support the Bidder/Proposer/Prime in indentifying ways to meet the assigned contract goal.

2.2 A GOOD FAITH EFFORT

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

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

insurance as required by NJT or the Prime contractor.

- (f) The Bidder/Proposer/Prime shall make efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (g) The Bidder/Proposer/Prime shall effectively use the services of available minority/women community organizations; minority/women Prime contractors groups; local, State and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

2.3 REQUIRED FORMS

- (a) **Form A - First Tier DBE Utilization:** Lists all First Tier DBE firms scheduled to participate on this contract.
- (b) **Form A1 - Bidder/Proposer Solicitation and Contractor Information:** Lists all DBE and Non-DBE sub contractor/subconsultants, including suppliers, solicited for, and participating on this contract.
- (c) **Form A2- Non-DBE Sub Utilization:** Lists all DBE and Non-DBE subcontractors/ subconsultants, including suppliers, participating on this contract.
- (d) **Form B - Intent to Perform as a DBE Sub:** Identifies the work the 1st Tier DBE intends to perform including scope of work, subcontract dollar value, etc.
- (e) **DBE Good Faith Effort Form (if applicable):** Identifies any DBE subcontractor invited to quote, but declined to do so for any reason.
- (f) **Trucking Commitment Agreement (if applicable):** Identifies all trucking firms (DBE and Non-DBE) participating on this contract, at any tier.
- (g) **NJ UCP DBE Certification & NAICS Code Verification:** Confirms the DBE status and NAICS code(s) of each First Tier DBE subcontractor/subconsultant.
- (h) ***Form E - Contractor's Monthly DBE Payment Report & Payment Certification Voucher (Post-Award):** Records monthly payments issued to each DBE subcontractor/subconsultant/supplier and monthly payments issued by NJ TRANSIT to the Prime. Certifies that DBE subs have been paid for previous month's invoices.
- (i) **Form E2 – DBE's Monthly Payment Report (Post-Award):** Records monthly invoices submitted by the DBE, payments owed to the DBE on past due invoices and payments received from the prime by each DBE subcontractor/subconsultant.
- (j) **Form E1- DBE Prime's Monthly Payment Report (For DBE Prime Only):** Records monthly payments issued to each DBE Prime by NJ TRANSIT to.

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

2.4 SUPPLEMENTAL REQUIRED FORMS (IF APPLICABLE)

- (a) **Form AA – Second Tier DBE Utilization:** Lists all Second Tier DBE firms scheduled to participate on the

DBE sub-Prime's contract.

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

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

(a) **Form A - First Tier DBE Utilization:**

Form A is a formal agreement between the Bidder/Proposer and the DBE(s). Replacement/removal of DBE subcontractors/subconsultants/supplier identified on Form A is prohibited after the bid or proposal is submitted to NJT. Refer to article 4.3, A DBE Bidder/Proposer, which lists itself on Form A, is committed to performing the work indicated with its own personnel.

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

(1) A first Tier DBE is required to perform at least 51% of its subcontract value with its own forces. Bidders/Proposers/Primes will not receive any credit for DBEs performing less than 51% and therefore must not be listed on this form.

(2) For DBE suppliers, identify all manufacturers, regular dealers, and brokers. If a DBE supplier is a *manufacturer*, indicate the full value of its subcontract. If a DBE supplier is a *regular dealer*, show its total contract value multiplied by 60% (Ex. \$100K x 60%= \$60K). If a DBE supplier is *neither a manufacturer nor a dealer*, indicate the fee/commission only, not the cost of materials or supplies. See article 3.0 for direction on determining credit toward the goal.

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

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

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

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

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

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

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

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

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

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

(2) First Tier DBEs must perform at least 51% of the total dollar value of its subcontract, with its own forces. The firm must indicate the percentage of the total portion of work to be subcontracted to DBE and non-DBE firms. The non-DBE percentage of work is not counted toward the assigned goal.

(3) The OBD encourages DBE-to-DBE subcontracting in order to preserve DBE participation credit. See article 3.0

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

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

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

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

(f) **Trucking Commitment Agreement: (If Applicable)**

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

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

The following documents must be attached for all trucks leased: copy of lease agreement(s) established between both firms, title(s), registration card(s), insurance card(s), lease agreement(s), apportioned cab card(s) and/or hazardous material license(s) if applicable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.6 INSTRUCTIONS FOR COMPLETING SUPPLEMENTAL REQUIRED FORMS:

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

however, approval is required.

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

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

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

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

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

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

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

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

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

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

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

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

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

3.0 GUIDANCE ON COUNTING DBE PARTICIPATION

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

- (c) A DBE performs a *commercially useful function* when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved.

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

3.2 COUNTING DBE PARTICIPATION

3.2.1 When a DBE participates in a contract, only the value of the work actually performed by the DBE is counted toward DBE goals.

- (a) The entire amount of that portion of a contract that is performed by the DBE's own forces is counted. This includes the cost of supplies and materials obtained by the DBE for the work of the contract, as well as supplies purchased or equipment leased by the DBE (*except supplies and equipment the DBE subcontractor/subconsultant purchases or leases from the Prime contractor or its affiliate*).

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

3.3 DBE PRIME CONTRACTOR GUIDANCE

3.3.1 If a DBE Prime, expenditures are counted toward DBE goals only if the DBE is performing a commercially useful function on that contract.

3.3.2 A DBE Prime must perform or be responsible for at least 30% of the total cost of its contract with its own workforce.

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

3.4 DBE TRUCKING FIRMS GUIDANCE

3.4.1 A DBE trucking firm is performing a commercially useful function if:

- (a) The DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there is not a contrived arrangement for the purpose of meeting DBE goals.

- (b) The DBE itself owns and operates at least one fully licensed, insured, and operational truck to be used on the contract.

3.4.2 The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

3.5 LEASING TRUCKS

3.5.1 Leased trucks must display the name and identification number of the DBE.

3.5.2 The DBE may lease trucks from another DBE firm, including an owner-operator that is certified as a DBE.

The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

3.5.3 The DBE may also lease trucks from a non-DBE firm, including an owner-operator.

(a) The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.

3.5.4 For the purposes of this section (Leasing), a lease must indicate that the DBE has exclusive use of and control over the truck.

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

3.6 COUNTING MATERIALS AND SUPPLIES

3.6.1 Expenditures with DBEs for materials or supplies are counted toward DBE goals as provided in the following:

(a) If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost of the materials or supplies are counted toward DBE goals.

(1) For purposes of this paragraph 3.6.1(a), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the material, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

(b) If the materials or supplies are purchased from a DBE regular dealer, sixty percent (60%) of the cost of the materials or supplies is counted toward DBE goals.

(1) For purposes of this paragraph 3.6.1(b), a regular dealer is a firm that owns, operates, maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

(2) The firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

(3) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided above if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(4) 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 (self-perform) or those of an affiliate without NJT's prior written consent. Refer to Article 4.3.

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

4.2 ADDITION OF DBE(s)

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

4.3 REPLACEMENT OR REMOVAL OF DBE(s)

- 4.3.1 When a Prime is considering replacing or removing a DBE due to performance issues, the OBD must be contacted as soon as possible.
- 4.3.2 Request for DBE replacement or removal may be made under the following conditions:
- 1) The DBE materially fails to successfully perform the contract tasks.
 - 2) Under unusual situations referenced in article 4.3.8.
- 4.3.3 A written request for replacement or removal of a DBE(s) listed on Form A, must be submitted by the Bidder/Proposer/Prime to the OBD with complete justification for the request. The process to follow such requests is as follows:
- (a) Written communications (over a period) from the Prime and/or NJT's PM/CM team to the DBE, notifying the DBE of its poor performance must be provided to the OBD.
 - (b) The OBD will arrange a meeting with the DBE, the Prime, and a representative from Procurement and project management to discuss the specifics of the performance issue.
 - (c) The DBE must provide a written plan identifying the efforts it will make to correct the deficiencies.
 - (d) The Prime must provide the DBE with a minimum of 30 calendar days from acceptance of its plan to improve its performance. Throughout the 30-day window, the Prime and/or NJT PM/CM team must provide written communication to the DBE of any additional/continued performance issues, with a copy to the OBD.
- 4.3.4 The Bidder/Proposer/Prime must receive written approval of the OBD prior to replacement or removal of the DBE subcontractor/subconsultant can be made, regardless of the reason for the replacement or removal.
- 4.3.5 If the OBD issues written approval for the removal of a DBE(s), NJT will require a Bidder/Proposer/Prime to continue to demonstrate a good faith effort to replace the removed DBE to the extent needed to meet the contract

goal established by NJT for the procurement.

These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the removed DBE.

4.3.6 Failure to obtain approval from the OBD prior to replacing or removing a DBE shall result in the Bidder/Proposer/Prime being found in breach of the contract and subject to the appropriate remedies, audits and penalties. Articles 5.6-5.7

4.3.7 If NJT finds that the Bidder/Proposer/Prime upon submission of its bid/proposal committed itself to the goal in good faith, the Bidder/Proposer/Prime may, in "unusual situations", be permitted to substitute a DBE subcontractor(s)/subconsultant(s).

4.3.8 The term "unusual situations", includes, but is not limited to, the following circumstances:

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

4.4 WITHDRAWN DBE(s)

4.4.1 When a DBE is unable to complete a subcontract (withdraws), for any reason, NJT will require a Bidder/Proposer/Prime to make a good faith effort to replace a withdrawn DBE at least to the extent needed to ensure that the Prime contractor is able to meet the contract goal established by NJT for the procurement. **These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the removed DBE.**

4.4.2 The Bidder/Proposer/Prime is required to make a good faith effort to seek other DBE subcontractors/subconsultants in substitution of the original DBE. The good faith efforts described in article 2 are required in finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the procurement.

4.5 DECERTIFIED DBE(S)

4.5.1 If the Prime has reason to doubt that a proposed DBE is still eligible due to change in ownership, management, or size, the Prime shall, within 10 days of learning this information, notify NJT of that fact in writing.

4.5.2 If the subcontract has not been executed before the DBE's ineligibility occurs, the Prime will not receive credit toward the contract goal for the ineligible DBE. The Prime may continue to use the ineligible DBE, however, DBE participation credit will not be granted.

- (a) To the extent necessary to meet the assigned contract goal, the Prime will make a good faith effort to replace the ineligible DBE within 10 days after notification by the OBD. The OBD will support the Prime in its efforts to replace with an eligible DBE firm in order to meet the contract goal.

- 4.5.3 If the contract has been executed before the firm has been notified of its ineligibility, the Prime may continue to use the firm on the contract and receive credit toward its DBE goal for the duration of that particular phase 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 prior review and approval by the OBD. Failure to notify the office and obtain approval prior to a change shall result in breach of the contract and may be subject to the appropriate remedies, audits, and penalties.
- 5.1.4 Whenever NJT issues project change orders the goal may still apply; the OBD will determine if increased DBE participation will be required.
- 5.1.5 To ensure that all obligations under subcontracts awarded to DBEs are met NJT shall review the Prime's DBE involvement efforts during the performance of the contract.

5.2 POST AWARD DELIVERABLES

- 5.2.1 After the execution of a contract with NJT, signed copies of subcontractor/subconsultant agreements between the Prime and DBE subcontractors must be submitted to the OBD no later than 10 business days after the Prime's contract execution date. The agreement between the Prime and DBE subcontractor shall remain firm for the duration of the contract.
- 5.2.2 The Prime shall provide a list of the anticipated job start date for all DBE subcontractors/subconsultants no later than two days after the initial pre-construction meeting.
- 5.2.3 **Certification of DBE(s) Payments** – submit monthly with the Form E to the Manager of the OBD and with its monthly invoice submittal to NJT project manager of this project. Refer to article 5.3.2
- (a) The Prime will certify, prior to the issuance of each progress payment by NJT, that all DBE subs have been paid any amounts due on past due invoices from previous or current progress payments.
- 5.2.4 **Form E (Contractor's Monthly DBE Payment Report & DBE Payment Certification Voucher)** - submit monthly to the Manager of the OBD. Refer to articles 2.5h and 5.3.2.

Failure to submit this report on a monthly basis may result in breach of the contract and be subject to the appropriate remedies, penalties or liquidated damages as indicated in articles 5.6-5.7.

5.2.5 Form E1 (DBE Prime's Monthly Payment Report) (For DBE Prime Only) - submit monthly to the Manager of the OBD.

5.2.6 Form E2 (DBE's Monthly Payment Report) – Refer to article 2.5j

(a) Forms E/E1 and E2 will be reviewed monthly to determine compliance with the assigned DBE goal, the subcontractor prompt payment regulation, and the DBE Program.

(b) Attainment of goals will be monitored and based upon actual payments received by the DBE.

Failure to submit Form E/E1 may result in suspension of payments or such other remedies as provided in article 5.6. If at any time, NJT has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, it shall refer the matter to the USDOT for inquiry.

5.3 PROMPT PAYMENT OF INVOICES TO SUBCONTRACTORS

5.3.1 The Prime must pay each subcontractor under this contract for satisfactory performance of its work no later than ten (10) days from the receipt of each payment the Prime receives from NJT for the subcontractor's work. Failure to comply with this requirement shall result in breach of the contract and shall be subject to the appropriate remedies as determined by OBD.

5.3.2 In accordance with 49 CFR 26.29, the Prime shall certify, prior to the issuance of a progress payment by NJT that all subcontractors have been paid any amounts due on past due invoices (greater than 30 days) from previous or current progress payments. The Prime must submit the Certification of DBE(s) Payments with its monthly invoice submittals to NJT project manager, and with its Form E to the OBD.

5.3.3 The Prime will not be reimbursed for work performed by subcontractors/subconsultants unless and until the Prime ensures that the subs are promptly paid for the work performed. Alternatively, the Prime shall certify that a valid basis exists under the terms of the subcontractor's/subconsultant's or supplier's contract to withhold payment from the subcontractor/subconsultant and therefore payment is withheld.

5.3.4 If the Prime withholds payment from the subcontractor/subconsultant, the Prime shall provide to the subcontractor/subconsultant or supplier written notice thereof. The notice shall detail the reason for withholding payment and state the amount of the payment withheld. If a performance/payment bond has been provided under this contract, the Prime shall send a copy of the notice to the surety providing the bond for the Prime. A copy of the notice shall also be submitted to NJT with the certification that payments are being withheld.

5.3.5 If withholding payment is due to the Prime's failure to promptly pay the DBE in accordance with the prompt payment of invoices and/or retainage clauses, the OBD may request proof of payment to DBE(s) for delinquent invoices and/or retainage in order to issue release of payment to Prime.

5.3.6 Failure to comply with the above shall result in breach of the contract and may be subject to the appropriate penalties. See article 5.6

5.4 SUBCONTRACTOR PAYMENT DISPUTE RESOLUTION

5.4.1 The Prime is required to notify the OBD of its intention to withhold payment from a DBE as soon as possible and in advance of taking action. Should the Prime provide notice and proceed to withhold payment from any subcontractor/subconsultant or supplier due to a performance issue or unapproved work performed, an OBD representative shall make an effort to resolve the dispute.

- (a) OBD's efforts shall be limited to meeting with the Prime and the subcontractor/ subconsultant, and reviewing the relevant facts with both parties.
- (b) OBD will not act as a decider of fact nor will OBD direct a settlement to the dispute.
- (c) Any OBD effort is solely intended to assist the parties in understanding their respective positions and to encourage a reasonable resolution of the dispute. The Prime is required to send written notification of the above to the OBD immediately.

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

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

5.5.1 The Prime must include a contract clause in the subcontractor agreement obligating the Prime to pay all retainage owed to the subcontractor/subconsultant for satisfactory completion of the accepted scope of work no later than 15 days after the DBE subcontractor's/subconsultant's work is satisfactorily completed.

5.5.2 Only subcontractors/subconsultants whose work has been 100% completed, including all punch list work or remaining work, and who have supplied closeout documents shall be eligible for release of retainage. *Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of NJT.*

5.5.3 NJT may agree to release an equivalent amount of Prime retainage provided that:

- (a) There is no offsetting claims from NJT (including, but not limited to, liquidated damages), other subcontractors/subconsultants, material men, or workers;
- (b) None of the other reasons to withhold payments specified under the Prime contract exists.

5.5.4 Prior to release of the Prime's retainage, the Prime shall provide to NJT executed copies of the following subcontractor closeout documents, (shown in Appendix A of the contract) as appropriate:

- (a) Consent of Surety to Final Payment to the Subcontractor
- (b) Certificate of Amounts Due and Owing to Subcontractor Employees
- (c) Subcontractor Release of Claims
- (d) Subcontractor Release of Liens and a Certificate of Final Acceptance of Subcontractor Work

5.5.5 Notwithstanding NJT's release or partial release of retainage, nothing in this clause shall be deemed to constitute NJT's partial or final acceptance of the work, or any portion thereof, unless either a Certificate of Partial Acceptance or a Certificate of Final Acceptance has been executed by NJT, in the form(s).

5.6 Audit and Penalties

During the performance of any contract and for a period of up to three (3) years following completion of the contract work, NJ TRANSIT may conduct reviews for compliance with the requirements of the DBE Program. Such reviews may include, but not be limited to, the evaluation of monthly reports, desk audits and site visitations.

5.6.1 Where a Prime is found to be in breach of the requirements of the DBE Program during the performance of the contract, and does not promptly take corrective action, the following sanctions may be instituted (singularly, in any combination, and in addition to any other contractual remedies or otherwise provided by law):

- (a) The Prime may be ordered to stop work without penalty to NJT.
- (b) The contract may be terminated for breach.
- (c) Suspension or debarment proceedings may be commenced in accordance with New Jersey law.
- (d) The relevant performance bond may be enforced.
- (e) NJT may withhold payment of specific invoices.

5.7 LIQUIDATED DAMAGES

5.7.1 Liquidated damages (LD) may be assessed when the Prime fails to meet the established DBE goal on the contract.

5.7.2 If the DBE goal is not met, and the Prime has not demonstrated a good faith effort to do so, NJT may elect to subtract from the Prime's payment, as liquidated damages and not a penalty, the following:

The amount equal to the difference (in dollars) between the total contract value multiplied by the assigned DBE goal percentage, (originally established or as subsequently modified) and the actual DBE participation percentage (total dollars paid to DBEs divided by total dollars paid to the Prime).

5.7.3 This may be withheld from a series of payments or from the Prime's final payment, depending on the size of the liquidated damage.

5.7.4 If the Prime's final payment is not sufficient to satisfy the LD in full, the balance shall be due and owing from the Prime and subject to repayment terms as determined by NJT. NJT shall waive liquidated damages where good cause is shown for the deficiency in DBE participation upon determination by the OBD.

APPENDIX I

GLOSSARY

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

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

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

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

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

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

DBE Ineligibility – means a firm's DBE status changes or ceases due to change in ownership, management, or size, etc.

DBE Prime – means the successful Bidder is a DBE firm and has a direct contract with NJT.

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

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

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

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

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

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

Includes gender-neutrality.

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

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

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

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

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

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

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

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

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

First Tier DBE UTILIZATION - FORM A

Project Name: Design, Engineering and Construction Assistance Services for the Replacement of Raritan River Drawbridge Project NJT Contract No: 15-044


Assigned DBE Goal %: 20 NJT Procurement Specialist: Taishida S. Chapman Contract Value (\$): \$9,380,041

First Tier DBE must perform at least 51% of its subcontract value if subcontracting to a Second -Tier DBE or Non-DBE. Do not count Non-DBE portion toward the goal.

Name, Address and Telephone # of DBE Subcontractor/Subconsultant	Provide Detailed Scope of Work to be Performed (Identify all suppliers)	Dollar Value of Subcontract/Sub-consultant Work (\$) Awarded	Percentage of Subcontract Work (%)
Nalk Consulting Group, PC 200 Metroplex Dr # 403, Edison, NJ 08817 732-777-0030	Survey, Utility, Structural, Civil	\$617,733 -184359.34 = \$433,373.66	4.62%
Envision Consultants, Ltd. 3 Wheatley Boulevard, Unit 6B, Mullica Hill, NJ 08062 856-223-0800	Document Control, Configuration Management	\$ 336,225	3.58%
JCMS, Inc. 1741 Whitehorse-Mercerville Rd, Mercerville, NJ, 08690 609-631-0700	Cost Estimating, Construction Schedule	\$ 140,436	1.50%
SJH Engineering, P.C. 26 Jefferson Plaza, Princeton, NJ 08540 732-329-0500	Civil & Structural Engineering Support	\$ 47,422	0.51%
Radin Consulting, Inc. 193 W. Hobart Gap Road, Livingston, NJ 07039 973-866-1451	NEPA Support	\$ 30,357	0.32%
For DBE suppliers, show original subcontract value multiplied by 80% (\$2,000,000 = \$1,200,000). For DBE portion of work, subtract Non-DBE portion of work from original subcontract value.	TOTALS	SEE NEXT PAGE	SEE NEXT PAGE%

The undersigned will enter into a formal agreement with the DBE(s) listed in this schedule conditioned upon execution of a contract with NJ TRANSIT for the above referenced project. The undersigned understands that removal/replacement of the DBE(s) listed is **NOT PERMISSIBLE** for any reason (pre or post-award), without submitting a written request to the Office of Business Development and receiving **WRITTEN APPROVAL** from the Office of Business Development. Failure to obtain written approval shall result in the breach of contract and subject to corrective action to be determined by NJ TRANSIT.

Company Name: Hardesty & Hanover / Gannett Fleming Joint Venture
 Company Address: 1037 Raymond Boulevard, Suite 1420,
Newark, NJ 07102-5427
 Federal Tax ID #: 45-3031954 (H&H) / 25-1613591 (GF)
 Company Tel #: 212-944-1150

Authorized Signature: 
 Print Name: Sean Bluni, PE
 Title: Principal/CEO
 Prime Contractor's DBE Liaison Officer: Anna Volynsky
 Date Signed: March 31, 2016

First Tier DBE UTILIZATION - FORM A

Project Name: Design, Engineering and Construction Assistance Services for the Replacement of Raritan River Drawbridge Project NJT Contract No: 15-044


Assigned DBE Goal %: 20 NJT Procurement Specialist: Taishida S. Chapman Contract Value (\$): \$9,380,041

First Tier DBE must perform at least 51% of its subcontract value if subcontracting to a Second -Tier DBE or Non-DBE. Do not count Non-DBE portion toward the goal.

Name, Address and Telephone # of DBE Subcontractor/Subconsultant	Provide Detailed Scope of Work to be Performed (Identify all suppliers)	Dollar Value of Subcontract/Sub-consultant Work (\$) Awarded	Percentage of Subcontract Work (%)
A. Esteban & Co., Inc. 132 West 36th Street, New York, New York 10018 212-714-2227	Printing of the project deliverables (drawings, specs, reports, estimates) for each submission to NJT	\$ 24,500	0.26%*
Jersey Boring & Drilling Co., Inc. 150 Wright St., Newark NJ 07114 973-242-3800	Subsurface investigation, Geotechnical Drilling, Monitor Well Installation, Borings	\$ 1,985,150	21.16%*
		\$	
		\$	
TOTALS		\$ 2,009,650	31.96%

The undersigned will enter into a formal agreement with the DBE(s) listed in this schedule conditioned upon execution of a contract with NJ TRANSIT for the above referenced project. The undersigned understands that removal/replacement of the DBE(s) listed is **NOT PERMISSIBLE** for any reason (pre or post-award), without submitting a written request to the Office of Business Development and receiving **WRITTEN APPROVAL** from the Office of Business Development. Failure to obtain written approval shall result in the breach of contract and subject to corrective action to be determined by NJ TRANSIT.

Company Name: Hardesty & Hanover / Gannett Fleming Joint Venture
 Company Address: 1037 Raymond Boulevard, Suite 1420,
Newark, NJ 07102-5427
 Federal Tax ID #: 45-3031954 (H&H) / 25-1613591 (GF)
 Company Tel #: 212-944-1150

Authorized Signature: 
 Print Name: Sean Bluni, PE
 Title: Principal/CEO
 Prime Contractor's DBE Liaison Officer: Anna Volynsky
 Date Signed: March 31, 2016

*Please note that Jersey Boring & Drilling Co., Inc. and A. Esteban & Co., Inc. do not have man-hours shown in the Matrix since all of their costs are billed as "other direct costs."

MANDATORY FORM: COMPLETE ENTIRELY

FORM A-1 (Fed)

BIDDER SOLICITATION & CONTRACTOR INFORMATION – FORM A1

Project Title: Design, Engineering and Construction Assistance Services for the Replacement of Raritan River Drawbridge
 Prime Contractor/Consultant: Hardesty & Hanover / Gannett Fleming Joint Venture

Date: 9/21/15
 Telephone #: 212-944-1150

Complete the information below for Bidder/Proposer/Prime(s) working on the project. Use Page 2 for all subcontractors/subconsultants

	Bidder/Proposer/Prime	Bidder/Proposer/Prime	Bidder/Proposer/Prime
Company's Full Name	Hardesty & Hanover, LLC	Gannett Fleming, Inc.	
Address	1501 Broadway	1037 Raymond Boulevard, Suite 1420	
City	New York	Newark	
Zip	New York	07102	
County	New York	Essex County	
Phone	212-944-1150	973-368-0762	
Fax	212-397-0297	973-799-0650	
E-mail	pskelton@hardesty-hanover.com	mmcnamara@gfnet.com	
Owner	Hardesty & Hanover Holding, LLC	Gannett Fleming Affiliates, Inc.	
Date Established	2011	1915	
Date Certified	N/A	N/A	
Ethnicity	N/A	N/A	
Gender	N/A	N/A	
Certification Status: DBE or Non-DBE	Non-DBE	Non-DBE	
Federal Tax ID # / SSN #	45-3031954	25-1613591	
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	
Primary NAICS Code:	541330	541330	

MANDATORY FORM: COMPLETE ENTIRELY

FORM A-1 (Fed)

BIDDER SOLICITATION & CONTRACTOR INFORMATION – FORM A1

Project Title: Design, Engineering and Construction Assistance Services for the Replacement of Raritan River Drawbridge
 Prime Contractor/Consultant: Hardesty & Hanover / Gannett Fleming Joint Venture

Date: 9/21/15
 Telephone #: 212-944-1150

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

	SUBCONTRACTOR	SUBCONTRACTOR	SUBCONTRACTOR
Company's Full Name	Haley & Aldrich, Inc.	Griffin Engineering, LLC	Naik Consulting Group, P.C.
Address	299 Cherry Hill Road, Suite 303	509 New York Boulevard	200 Metroplex Drive, Suite 403
City	Parsippany, NJ	Seagirt, NJ	Edison, New Jersey
Zip	07006	08750	08817
County	Morris	Monmouth	Middlesex County
Phone	973-263-3900	732-449-7663	732-777-0030
Fax	972-263-2580	732-359-8233	732-777-0040
E-mail	ezamiskie@haleyaldrich.com	joe.griffin@griffinengring.com	smody@naikgroup.com
Owner	Owned by 159 employees	Joseph Griffin, Sr & Jr	Sanjay Naik, PE
Date Established	Founded 1957, Incorporated 1962	November 20, 2009	8/19/1997
Date Certified	N/A	N/A	8/19/1997
Ethnicity	N/A	N/A	Asian
Gender	N/A	N/A	Male
Certification Status: DBE or Non-DBE	Non-DBE	Non-DBE	SBE III & SBE VI
Federal Tax ID # / SSN #	04-2295689	27-1351054	22-3536803
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	B	D
Primary NAICS Code:	541330	541330	541330; 541370; 237310

MANDATORY FORM: COMPLETE ENTIRELY

FORM A-1 (Fed)

BIDDER SOLICITATION & CONTRACTOR INFORMATION – FORM A1

Project Title: Design, Engineering and Construction Assistance Services for the Replacement of Raritan River Drawbridge

Date: 9/21/15

Prime Contractor/Consultant: Hardesty & Hanover / Gennett Fleming Joint Venture

Telephone #: 212-944-1150

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

	SUBCONTRACTOR	SUBCONTRACTOR	SUBCONTRACTOR
Company's Full Name	Envision Consultants, Ltd.		JCMS, Inc.
Address	3 Wheatley Boulevard		1741 Whitehorse-Mercerville Rd
City	Mullica Hill		Mercerville, NJ
Zip	08062		8690
County	Gloucester		Mercer
Phone	(856) 223-0800		609-631-0700
Fax	(856) 223-8886		609-631-0808
E-mail	victoriamalaszecki@eclimited.com		Jdutta@jcms.com
Owner	Victoria Malaszecki, MBA		Umesh K. Jois
Date Established	1994		6/9/1985
Date Certified	1994		1/1/1991
Ethnicity	Caucasian		Asian
Gender	Female		Male
Certification Status: Non SBE or SBEI, SBEII, SBE III or SBEIV, SBE V (please indicate all that apply)	DBE/SBE/WBE		DBE/SBE
Federal Tax ID # / SSN #	22-3344177		22-3080051
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	D		E
Primary Industry Operation Code:	237310, 541611, 541614, 561499, 541820, 518210, 541511, 541512, 541519, 541990, 561410, 611420		237990, 236210, 236220, 541330, 541611

To Add Subs Use Additional Forms

NJT Subrecip – Fed For A1 rev Jun 2010, rev 0314

MANDATORY FORM: COMPLETE ENTIRELY

FORM A-1 (Fed)

BIDDER SOLICITATION & CONTRACTOR INFORMATION – FORM A1

Project Title: Design, Engineering and Construction Assistance Services for the Replacement of Raritan River Drawbridge
 Prime Contractor/Consultant: Hardesty & Hanover / Gannett Fleming Joint Venture

Date: 9/21/15
 Telephone #: 212-944-1150

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

	SUBCONTRACTOR	SUBCONTRACTOR	SUBCONTRACTOR
Company's Full Name	Radin Consulting, Inc.	SJH Engineering, P.C.	A. Esteban & Company, Inc.
Address	193 W. Hobart Gap Road	3700 Route 27, Suite 201	132 West 36th St., 10th Fl,
City	Livingston, NJ	Princeton	New York, NY
Zip	07039	8540	10018
County	Essex	Middlesex	NY
Phone	973-865-1451	732-329-0500	212-714-0102 x114
Fax	973-878-2762	866-812-1207	212-989-8903
E-mail	cradin@radinconsulting.com	sjay@sjheng.com	cesteban@esteban.com
Owner	Chitra R. Radin	S. Jayakumaran, Ph.D., P.E.	Alfonso C. (Chris) Esteban
Date Established	11/18/1998	03/26/2006	April, 1980
Date Certified	April 1999	03/26/2007	1990
Ethnicity	South Asian, Indian	Asian Indian	Hispanic
Gender	Female	Male	Male
Certification Status: Non SBE or SBEI, SBEII, SBE III or SBEIV, SBE V (please indicate all that apply)	DBE	DBE	SBE
Federal Tax ID # / SSN #	22-3620710	36-4527367	13-3016793
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	C	E	D
Primary NAICS Code:	541330	541330	323115; 518210; 561210

To Add Subs Use Additional Forms

MANDATORY FORM: COMPLETE ENTIRELY

FORM A-1 (Fed)

BIDDER SOLICITATION & CONTRACTOR INFORMATION – FORM A1

Project Title: Design, Engineering and Construction Assistance Services for the Replacement of Raritan River Drawbridge
 Prime Contractor/Consultant: Hardesty & Hanover / Gannett Fleming Joint Venture

Date: 9/21/15
 Telephone #: 212-944-1150

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

	SUBCONTRACTOR	SUBCONTRACTOR	SUBCONTRACTOR
Company's Full Name	Jersey Boring & Drilling Co, Inc.		
Address	150 Wright St.		
City	Newark, NJ		
Zip	07114		
County	Essex		
Phone	973-242-3800		
Fax	973-802-1272		
E-mail	shelley@jerseyboring.com		
Owner	Shelley Lach		
Date Established	1978		
Date Certified	02/10/12		
Ethnicity	Caucasian		
Gender	Female		
Certification Status: Non SBE or SBEI, SBEII, SBE III or SBEIV, SBE V (please indicate all that apply)	DBE		
Federal Tax ID # / SSN #	22-2226346		
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	D		
Primary NAICS Code:	238910, 237110		

To Add Subs Use Additional Forms

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: Hardesty & Hanover /Gannett Fleming Joint Venture Project Title: Design, Engineering and Construction Assistance Services for the Replacement of Raritan River Drawbridge

Date: 03/30/16

Prime Contract Value: \$ 9,380,041

Name, Address and Telephone # of all Subcontractor/Subconsultants	FEIN #	Provide Detailed Scope of Work to be Performed	Dollar Amount of Subcontractor/Subconsultant Work (\$) Awarded	Percentage of Subcontract or Work (%)
Haley & Aldrich, Inc. 299 Cherry Hill Road, Suite 303 Parsippany, NJ 07054 973-263-3900	04-2295689	Geotechnical Engineering	\$ 605,095	6.45%
Griffin Engineering 509 New York Boulevard Seagirt, NJ 08750 732-449-7663	27-1351054	Constructability & Construction Staging	\$ 25,198	0.27%
			\$	%
			\$	%
			\$	%
Must provide a detailed scope of work; one-word descriptions are not acceptable.				
TOTALS			\$ 630,293	6.72%

To Add Subs Use Additional Forms

NON-DBE SUBCONTRACTOR UTILIZATION – FORM A2

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

NJ Transit Contract No.: 15-044 Date: 9/16/15 DBE Sub-Prime Contract Value: \$ 617,733

DBE Sub-Prime Contractor Name: NAIK Project Title: Design, Engineering and Construction Assistance Services for the Replacement of Raritan River Drawbridge Project

Name, Address and Telephone # of all Subcontractor/Subconsultants	FEIN #	Provide Detailed Scope of Work to be Performed	Dollar Amount of Subcontractor/Sub-consultant Work (\$) Awarded	Percentage of Subcontract or Work (%)
Taylor Wiseman Taylor 124 Gaither Drive, Suite 150 Mount Laurel, NJ 08054 (856) 235-7200	221892933	Subsurface Utility Engineering – locate underground utilities in designated areas using non-distractive vacuum excavation. Provide underground utility mapping.	\$100,000	%16.19
GEOD 18-24 Kanouse Road Newfoundland NJ 07435 (973) 697 2122	221944267	Photogrammetric survey - obtain digital imagery of the project area, provide LAMP mapping along RR R-O-W, perform control survey and prepare control report.	\$84,359	%13.66
			\$	%
			\$	%
Must provide a detailed scope of work; one-word descriptions are not acceptable.				
TOTALS			\$184,359	%29.85

To Add Subs Use additional Forms

NAIK Consulting Group

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.

Hardesty & Hanover/Gannett Fleming Joint Venture

Naik Consulting Group, P.C.

Name of Bidder/Proposer/Prime:

Name of DBE Firm:

Project/Contract Name: Design, Engineering, and Construction Assistance Services for the Replacement of the Raritan River Drawbridge Project IFB/RFP Contract Number: 15-044

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)?
If yes, DBE Sub-Primes must complete and submit Form AA.

Circle one. (Yes or **No**)
At what percent? _____ %

Intend to subcontract any portion of its scope of work to a Non-DBE(s)?
If yes, must complete and submit Form AA2.

Circle one. (**Yes** or No)
At what percent? 29.8445 %

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).)

Survey, ROW, Utilities, Civil/Structural Support

Dollar Value of DBE Subcontract: \$617,733.00-\$184,359.34=\$433,374.66

Direct Expenses: GEOD: \$84,359.34 TWT: \$100,000.00
--

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: January 2016 DBE Contract Completion Date January 2017

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.

Samir Modv
Signature of 1st Tier DBE Date 11-09-15

Senior Vice President
Title

Samir Modv
Print Name

732-875-1408
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.

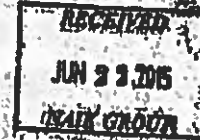


State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
TRENTON, NJ 08625-0600

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

JAMIE FOX
Commissioner



June 16, 2015

Naik Consulting Group, P.C.
Attention: Sanjay Naik
200 Metroplex Drive-Suite 403
Edison, NJ 08817

Re: Renewal of DBE Certification – Anniversary Date: Annually on June 4

Dear Mr. Naik:

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 Part 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 firm's eligibility as a DBE.

Additionally, if at 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 www.njucp.net. 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 American Industry Classification System (NAICS) Code(s) and description(s) that have been assigned to your firm in accordance with the services(s) your firm render(s):

NAICS CODE	DESCRIPTION
237310	Highway, Street & Bridge Construction (Construction Management Only)
541330	Engineering
541370	Surveying & Mapping (except Geophysical Services)

We are pleased to have you as a participant in the NJ UCP and wish you much success. If you have any questions, please feel free to contact me at 609-530-3882.

Sincerely,



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

Envision Consultants, Ltd.

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.

Hardesty & Hanover/Gannett Fleming Joint Venture
Name of Bidder/Proposer/Prime:

Envision Consulting, Ltd
Name of DBE Firm:

Project/Contract Name: Design, Engineering and Construction Assistance Services for the Replacement of the Raritan River Drawbridge Project

IFB/RFP Contract Number: 15-044

Does the undersigned DBE (Answer Accordingly):

Intend to perform subcontract work in connection with the above-mentioned project as a Joint Venture? Circle one. (Yes or No)

Intend to subcontract any portion of its scope of work to a DBE(s)? Circle one. (Yes or No)
If yes, DBE Sub-Primes must complete and submit Form AA. At what percent? _____ %

Intend to subcontract any portion of its scope of work to a Non-DBE(s)? Circle one. (Yes or No)
If yes, must complete and submit Form AA2. At what percent? _____ %

The undersigned will perform the following described work on the above-referenced project: (Provide a detailed description of the type of work you will perform on your subcontract. Attach a copy of quote approved and signed by Bidder (optional)). Configuration Management/Records Management - Document Control/Value Engineering

Dollar Value of DBE Subcontract: \$ 336,225

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: January 2016 DBE Contract Completion Date January 2017

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.

Victoria Malaszecki 10/12/15
Signature of 1st Tier DBE Date

President & CEO
Title

Victoria Malaszecki, MBA
Print Name

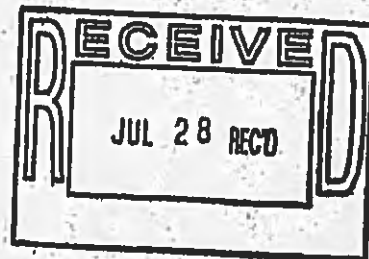
(856) 223-0800
Telephone #:

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.



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. BOX 600
TRENTON, NJ 08625-0600



CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

JAMIE FOX
Commissioner

July 23, 2015

Envision Consultants, LTD
Attention: Victoria Malaszecki
3 Wheatley Boulevard
Mullica Hill, New Jersey 08062

Re: **Renewal of DBE Certification – Anniversary Date: Annually on July 21**

Dear Ms. Malaszecki;

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 Part 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 firm's eligibility as a DBE.

Additionally, if at 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 www.njucp.net. 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 American Industry Classification System (NAICS) Code(s) and description(s) that have been assigned to your firm in accordance with the services(s) your firm render(s):

NAICS CODE	DESCRIPTION
237310	Highway, Street & Bridges Construction
541611	Administrative Management & General Management Consulting Services
541614	Process, Physical Distribution & Logistics Consulting
561499	All Other Business Support Services
541820	Public Relations Agencies
518210	Data Processing, Hosting & Related Services
541511	Custom Computer Programming Services
541512	Computer Systems Design Services
541519	Other Computer Related Services
541990	All Other Professional, Scientific & Technical Services
561410	Document Preparation
611420	Computer Training

We are pleased to have you as a participant in the NJ UCP and wish you much success. If you have any questions, please feel free to contact me at 609-530-3882.

Sincerely,

Lydia Harper

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

JCMS, Inc.

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.

Hardesty & Hanover/Gannett Fleming Joint Venture
Name of Bidder/Proposer/Prime:

ICMS
Name of DBE Firm:

Project/Contract Name: Design, Engineering and Construction Assistance Services for the Replacement of the Raritan River Drawbridge Project

IFB/RFP Contract Number: 15-044

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) 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) NO**
If yes, must complete and submit Form AA2. At what percent? _____%

The undersigned will perform the following described work on the above-referenced project: *(Provide a detailed description of the type of work you will perform on your subcontract. Attach a copy of quote approved and signed by Bidder (optional)).*

Cost estimating & scheduling _____

Dollar Value of DBE Subcontract: \$ \$140,436

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: 1/1/16 DBE Contract Completion Date 12/31/16

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]
Signature of 1st Tier DBE
10/12/2015
Date

Vice President
Title

Indira Jois
Print Name

(609) 631-0700
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.

New Jersey Unified Certification Program
NJUCP



CERTIFIED DISADVANTAGED BUSINESS ENTERPRISE

J.C.M.S. INC.

This certificate acknowledges that the above named firm is certified as a Disadvantaged Business Enterprise as defined in Title 49, Part 26 of the US Code of Federal Regulations. This certification will remain in effect for three years from the certification date and must be updated annually. The New Jersey Department of Transportation must be notified within 30 days of any changes in the business that may affect ownership and control. Your firm will be listed in the NJUCP directory under the following NAICS Code(s).

NAICS CODE	237310 Highway, Street and Bridge Construction	237990 Other Heavy and Civil Engineering Construction	236210 Industrial Building Construction	236220 Commercial and Institutional Building Construction
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NJ Department of Transportation certified your firm as a DBE on behalf of all NJUCP partners.

Signed: Melanie L. Armstrong
 Melanie L. Armstrong, Esq., Director

Signed: Paul F. Sprewell
 Paul F. Sprewell, Esq., Manager

CERTIFICATION DATE: September 3, 2013

EXPIRATION DATE: September 2, 2016

SJH Engineering, PC

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.

Hardesty & Hanover/Gannett Fleming Joint Venture
Name of Bidder/Proposer/Prime:

SJH Engineering, PC
Name of DBE Firm:

Project/Contract Name: Design, Engineering and Construction Assistance Services for the Replacement of the Raritan River Drawbridge Project

IFB/RFP Contract Number: 15-044

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)?
If yes, DBE Sub-Primes must complete and submit Form AA.

Circle one. (Yes or **No**)
At what percent: _____ %

Intend to subcontract any portion of its scope of work to a Non-DBE(s)?
If yes, must complete and submit Form AA2.

Circle one. (Yes or **No**)
At what percent: _____ %

The undersigned will perform the following described work on the above-referenced project: (Provide a detailed description of the type of work you will perform on your subcontract. Attach a copy of quote approved and signed by Bidder (optional).)

Phase I (Conceptual and Preliminary) Structural and Civil Support

Dollar Value of DBE Subcontract: \$ 47,422 (.51% total)

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: Jan 2016 DBE Contract Completion Date Jan 2017

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.

S. Jayakumar 11/09/2015
Signature of 1st Tier DBE Date

Principal
Title

S. Jayakumar
Print Name

(732) 329-0500
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.

New Jersey Unified Certification Program
NJUCP

NJ TRANSIT



**THE PORT AUTHORITY
OF NY & NJ**

Certified
DISADVANTAGED BUSINESS ENTERPRISE

SJH Engineering, P.C.

This certificate acknowledges that the above named firm is certified as a Disadvantaged Business Enterprise as defined in Title 49 Part 26 of the US Code of Federal Regulations. This certificate will remain in effect for one year from the certification date and must be updated annually. The Port Authority of New York and New Jersey, Office of Business Diversity and Civil Rights must be notified within 30 days of any changes in the business that may affect ownership and control.

Your firm will be listed in the NJ and NY NJUCP directories and in the following NAICS code(s):

541330

Engineering Services

The Port Authority of New York and New Jersey, Office of Business Diversity and Civil Rights certified your firm as a DBE on behalf of all NY/NJUCP partners.

Lash Green, Director

Certification Date: October 16, 2012

Roger Hsu, Manager

Re-Evaluation Date: October 16, 2015

Radin Consulting, Inc.

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.

Hardesty & Hanover/Gannett Fleming Joint Venture
Name of Bidder/Proposer/Prime:

Radin Consulting
Name of DBE Firm:

Project/Contract Name: Design, Engineering and Construction Assistance Services for the Replacement of the Raritan River Drawbridge Project

IFB/RFP Contract Number: 15-044

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)?
If yes, DBE Sub-Primes must complete and submit Form AA.

Circle one. (Yes or No) **NO**
At what percent? _____%

Intend to subcontract any portion of its scope of work to a Non-DBE(s)?
If yes, must complete and submit Form AA2.

Circle one. (Yes or No) **NO**
At what percent? _____%

The undersigned will perform the following described work on the above-referenced project: *(Provide a detailed description of the type of work you will perform on your subcontract. Attach a copy of quote approved and signed by Bidder (optional)).*

Drafting/CAD _____

Dollar Value of DBE Subcontract: \$ \$30,357

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: 1/1/16 DBE Contract Completion Date 12/31/16

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.

Chitra R Radin
Signature of 1st Tier DBE
10/12/15
Date

President
Title

Chitra R Radin
Print Name

973-732-1246
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.

Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
Veronique Hakim, Executive Director

NJ TRANSIT

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

June 24, 2014

Chitra Radin, President
Radin Consulting, Inc.
193 W Hobart Gap Road
Livingston, NJ 07039

Re: DBE Certification for Radin Consulting, Inc.

Dear Ms. Radin:

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 status with the NJ UCP will remain in effect as long as your firm continues to meet all DBE certification eligibility requirements and the ownership and control of the firm, established by Federal Regulation Title 49 CFR Part 26 upon which DBE certification was granted, does not change. 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 eligibility for certification as a DBE. It is your responsibility to notify this office in writing within 30 days of any changes. Failure to do so may result in the removal of DBE certification.

Your firm's NJ UCP Identification Number: 0024394F
Certification Anniversary Date: Annually on April 2nd

The following table below lists the North American Industry Classification System (NAICS) Code(s) and description(s) that have been assigned to your company in accordance with the service(s) your company render(s):


NAICS	DESCRIPTION
541611	Administrative and General Management Consulting Services
541620	Environmental Consulting Services
541512	Computer Systems Design Services
541330	Engineering Services
*237990	Other Heavy and Civil Engineering Services (*Construction Management Services Only)
541370	Surveying and Mapping (except Geophysical) Services
541360	Geophysical Surveying and Mapping Services
*237310	Highway, Street, and Bridge Construction (*Construction Management Services Only)
541910	Marketing Research and Public Opinion Polling

Your firm will continue to be listed on the NJ UCP Directory (WWW.NJUCP.NET) 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. Lauren Williams at (973) 491-8065.

Sincerely,


L.A. Hernandez
Manager, Certification & Outreach
Office of Civil Rights & Diversity Programs
Business Development

A. Esteban & Company, Inc.

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.

Hardesty & Hanover/Gannett Fleming Joint Venture
Name of Bidder/Proposer/Prime:

A. Hatcher & Company, Inc.
Name of DBE Firm:

Project/Contract Name: Design, Engineering and Construction
Assistance Services for the Replacement of the Raritan River
Drawbridge Project

IFB/RFP Contract Number: 15-044

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) No

Intend to subcontract any portion of its scope of work to a DBE(s)? Circle one. (Yes or No) 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) No
If yes, must complete and submit Form AA2. At what percent? %

The undersigned will perform the following described work on the above-referenced project: (Provide a detailed description of the type of work you will perform on your subcontract. Attach a copy of quote approved and signed by Bidder (optional))

Digital Printing

Dollar Value of DBE Subcontract: \$ 24,500

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: Jan 2016 DBE Contract Completion Date Jan 2017

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 no other work for the referenced project.

Signature of 1st Tier DBE

President
Title

Alfonso G Esteban
Print Name

212-714-0102 x 114
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.

Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
Janice Fox, Board Chairman
Veronique Hakim, Executive Director

NJ TRANSIT

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

February 4, 2016

Mr. Alfonso C. Estaban, President
A. Estaban & Company, Inc.
132 West 36th Street, 10th Floor
New York, NY 10018

Re: NJ UCP Certification of A. Estaban & Company, Inc.

Dear Mr. Estaban:

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 **0041333M1205**
Certification Anniversary Date - **Annually on December 20**

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.

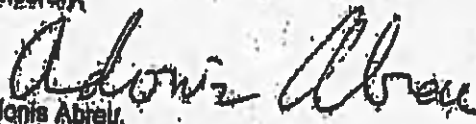
Business Description: Digital Printing, Web-Based Doc Management, CAD Plotting & Scanning and Computer Archiving.

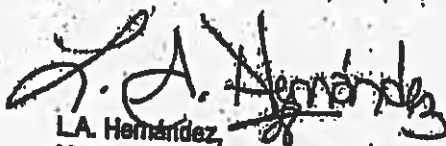
NAICS CODE	CLASSIFICATION(S)
323111	Commercial Printing
541519	Other Computer Related Services
532420	Office Machinery and Equipment Rental and Leasing

Your firm will continue to be listed on the NJ UCP Directory (WWW.NJUCP.NET) 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 Mr. Adonis Abreu at (973) 491-8575.

Sincerely,


Adonis Abreu,
Business Development Specialist
Office of Civil Rights & Diversity Programs
Business Development


L.A. Hernandez,
Manager, Certification & Outreach
Office of Civil Rights & Diversity Programs
Business Development

Jersey Boring & Drilling, Inc.

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.

Hardesty & Hanover/Gannett Fleming Joint Venture
Name of Bidder/Proposer/Prime:

Jersey Boring & Drilling Co., Inc.
Name of DBE Firm:

Project/Contract Name: Design, Engineering and Construction Assistance Services for the Replacement of the Raritan River Drawbridge Project

IFB/RFP Contract Number: 15-044

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)?
If yes, DBE Sub-Primes must complete and submit Form AA.

Circle one. (Yes or **No**)
At what percent? %

Intend to subcontract any portion of its scope of work to a Non-DBE(s)?
If yes, must complete and submit Form AA2.

Circle one. (Yes or **No**)
At what percent? %

The undersigned will perform the following described work on the above-referenced project: (Provide a detailed description of the type of work you will perform on your subcontract. Attach a copy of quote approved and signed by Bidder (optional)).

Geotechnical drilling

Dollar Value of DBE Subcontract: \$ 1,985,150.00

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: April 2016 DBE Contract Completion Date April 2017

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.

Shelley Lach 3/31/2016
Signature of 1st Tier DBE Date

President
Title

Shelley Lach
Print Name

973-287-6857
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.

Chris Christie, Governor
Tim Gaudin, Lieutenant Governor
Janis Fox, Board Chairman
Veronique Hakim, Executive Director

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

March 31, 2015

Ms. Shelly Lach, President
Jersey Boring & Drilling Co. Inc.
38 Pier Lane West
Fairfield, NJ 07004

Re: NJ UCP Certification of Jersey Boring & Drilling Co. Inc.

Dear Ms. Lach:

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 0008281E0293
Certification Anniversary Date - Annually on February 10

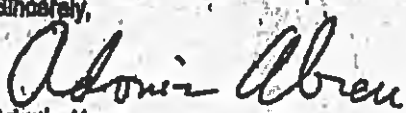
The following table lists the North American Industry Classification System (NAICS) code(s) and classification(s) that have been assigned to your company in accordance with the service(s) your company render(s) and the business description giving details to the specific services your firm provides.

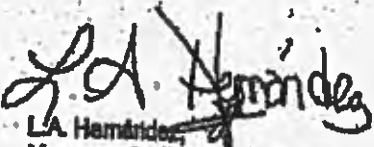
Business Description: Contractor for Environmental Drilling, Concrete Core Drilling, Material Testing and Inspection Services, Test Borings, Well Installations, Geotechnical Instrumentation Installations, Concrete and Asphalt Coring.

NAICS CODE	CLASSIFICATION(S)
238910	Site Preparation Contractors • Boring for building construction • Core drilling and test boring for construction • Drilled shaft (i.e., drilled building foundations) construction • Test boring for construction
237110	Water and Sewer Line and Related Structures Construction • Drilling water wells (except water intake wells in oil and gas fields) • Water well drilling, digging, boring or sinking (except water intake wells in oil and gas fields)

Your firm will continue to be listed on the NJ UCP Directory (WWW.NJUCP.NET) 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 Mr. Adonis Abreu at (973) 491-8578.

Sincerely,

Adonis Abreu,
Business Development Specialist
Office of Civil Rights & Diversity Programs
Business Development


L.A. Hernandez,
Manager, Certification & Outreach
Office of Civil Rights & Diversity Programs
Business Development



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE
P.O. BOX 026
TRENTON, NJ 08625-0034
PHONE: 609-292-2146 FAX: 609-584-6679

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ANDREW E. SIDAMON-KRISTOFF
State Treasurer

CERTIFIED

under the

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges **JERSEY BORING & DRILLING CO INC** is a WBE owned and controlled company, which has met the criteria established by N.J.A.C. 17:46.

This certification will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or woman-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SA VI that lists certified minority and women-owned business. If the business seeks to be certified again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this certification.



Andrew P. Kristoff
Andrew P. Kristoff
Assistant Director

Issued: May 1 2015
Certificate Number: 66517-16

Expiration: April 30, 2018



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
39 WEST STATE STREET, 3TH FLOOR
P.O. BOX 006
TRENTON, NEW JERSEY 08625-0006
PHONE 609-292-2146 FAX 609-984-6679

Dear Certification Applicant:

Your company has been certified as a Minority Business Enterprise and/or Women Business Enterprise (MBE/WBE) by The State of New Jersey. Your certificate is enclosed.

Your status in the New Jersey Selective Assistance Vendor Information (NISAVI) database is assured. If you require any information in your company profile to be up-dated in the future, please let us know in writing at the above address, so that we can make the necessary changes.

Your MBE/WBE certification is valid for three years. On or before your third anniversary date, you must reapply for a 9-year period, submitting a completed application, and a check or money order in the amount of \$100.00.

The MBE/WBE application can be downloaded from the link below:

<http://www.nj.gov/business/contracting/>

Annually the business must submit, not more than 20 days prior to the anniversary of the certification notice, an "Annual Verification Statement" in which it shall attest that there is no change in the ownership, revenue, eligibility or control of the business in accordance with NJAC 17:46-1.4.

The Annual Verification Form can be downloaded from the link below:

<http://www.state.nj.us/njbusiness/contracting/documents/MBE%20WBE%20Annual%20Verification%20Form.pdf>

Should you have any questions or need assistance, you may call the office at (609) 292-2146 between 9:00 AM and 5:00 PM, Monday through Friday.

Sincerely,

Small Business Registration & M/WBE/VOB Certification Services Unit
New Jersey Department of the Treasury
Division of Revenue & Enterprise Services

(Rev.) 04/13



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES

P.O. BOX 026
TRENTON, NJ 08613-034
PHONE: 609-292-2144 FAX: 609-984-6478

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-KRISTOFF
State Treasurer

APPROVED

under the

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges **The JERSEY BORING & DRILLING CO INC** as a **Category 5** approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.1

This registration will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the registration will lapse and the business will be removed from the SBAVI that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this registration.



Andrew P. Kristoff

Andrew P. Kristoff
Assistant Director

Issued: 3/30/2015
Certification Number: A0028-08

Expiration: 3/30/2018

**NJ TRANSIT CONTRACT NO. 15-044
RARITAN RIVER BRIDGE REPLACEMENT
PHASE I - CONCEPTUAL AND PRELIMINARY DESIGN**

INSURANCE CERTIFICATES

INSURANCE CERTIFICATES ARE NOT REPRINTED HERE DUE TO SIZE

**NJ TRANSIT CONTRACT NO. 15-044
RARITAN RIVER BRIDGE REPLACEMENT
PHASE I - CONCEPTUAL AND PRELIMINARY DESIGN**

ADDENDA

June 19, 2015

ADDENDUM NO. 1

**Re: NJ TRANSIT Request for Proposal (RFP) No. 15-044
Design, Engineering and Construction Assistance Services
For The Replacement of Raritan River Drawbridge**

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 Monday, June 15, 2015, are attached. (Attachment A)

2. RFP Section IV, Scope of Services – Detailed Description of Tasks

Delete the following tasks and deliverables from RFP Section IV, Scope of Services – Detailed Description of Tasks.

- Delete Item 3 from Task 4.3 Right of Way Research (RFP page 30)
- Delete the entire Task 4.6 – Initial Environmental Screening (RFP pages 31 and 32)
- Delete Item 6 and Item 7 from Task 4.14 - Right-Of-Way and Property Acquisition Identification and Estimating (RFP pages 44 and 45)
- Delete Deliverables 4 and 5 from Task 4.14 - Right of Way and Property Acquisition Identification and Estimating (RFP page 45)
- Delete the entire Task 4.17 – Environmental (RFP page 47-51)

3. RFP Attachment D - NJ TRANSIT PAECETRAK Data Management System Information

Delete RFP Attachment D - NJ TRANSIT PAECETRAK Data Management System Information

4. RFP Exhibit 1 – NJ TRANSIT's Professional Service Agreement

Attached is the latest version of Exhibit 1 – NJ TRANSIT's Professional Service Agreement effective June 1, 2015. (Attachment B).

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

II. QUESTIONS

The firm shall examine carefully the Proposal package and conditions affecting the work. By submitting a proposal, the firm acknowledges that it has carefully examined the proposal package and satisfied itself as to the conditions affecting the work. NJ TRANSIT assumes no responsibility for any conclusions or interpretations made by the firm on the basis of the information made available by NJ TRANSIT.

To be given consideration, all such inquiries must adhere to the following:

- a. Be received in writing no later than 4:00 pm, Tuesday, June 23, 2015.
- b. Reference contract name and number, section and page number
- c. Requests for information may be faxed to (973) 232-4829 or emailed in a non-scanned electronic format to Taishida Chapman at tchapman@njtransit.com.

Any response that NJ TRANSIT may choose to make will be by a written addendum to the RFP and sent to all listed holders of the Proposal Package. NJ TRANSIT will respond to all questions that it received in next the Addendum.

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 5) shall be included as part of the proposal. Failure to acknowledge receipt of all addenda may render proposals nonresponsive.

Sincerely,



Taishida S. Chapman
Principal Contract Specialist

**NJ TRANSIT RFP No. 15-044
Addendum No. 1**

Attachment A

Pre-Proposal Conference Sign-In Sheet and Business Cards

ATTACHMENTS FOR THIS SECTION ARE NOT REPRINTED HERE DUE TO
SIZE

**NJ TRANSIT RFP No. 15-044
Addendum No. 2**

Attachment B

**Exhibit 1 – NJ TRANSIT's Professional Service Agreement
Effective June 1, 2015**

AGREEMENT NO. _____
BETWEEN
NEW JERSEY TRANSIT CORPORATION
AND
FOR PROFESSIONAL SERVICES

This Agreement made as of _____, 20__, between the New Jersey Transit Corporation (hereinafter "NJ TRANSIT"), a public instrumentality of the State of New Jersey and _____ having its principal place of business at _____ (hereinafter the "Consultant").

WITNESSETH:

WHEREAS, the Board of Directors of NJ TRANSIT, at its meeting of _____, authorized the Executive Director to enter into this Agreement ("Agreement" or "Contract") with the Consultant for _____; and

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

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

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

2. **COMPENSATION:** This Agreement is a cost plus fixed fee contract. NJ TRANSIT shall, subject to the availability of funds and audits, pay the Consultant for work identified in Exhibit A (Scope of Services). The Consultant's total costs and fees have been identified as an amount not to exceed

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

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

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

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

<i>Firm</i>	<i>Contract Year XX</i>	<i>Contract Year XX</i>	<i>Contract Year XX</i>

Should the Consultant's or any of its subconsultant's actual indirect cost rates for their fiscal year be determined to be less than the established maximum provisional indirect cost rates, and should the

amount invoiced by and paid to the Consultant exceed those rates for that fiscal year, then the amounts invoiced shall be adjusted downward as compared to the actual indirect cost rate and overpayment amounts including the corresponding fixed fee shall be remitted to NJ TRANSIT.

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

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

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

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

Interest payable on excess direct labor cost, indirect labor costs (overhead) or any other excess amounts paid to the Consultant by NJ TRANSIT, and not previously remitted to NJ TRANSIT within

thirty (30) days of notification by NJ TRANSIT, shall accrue at the prime rate as established by the United States Federal Reserve and published in The Wall Street Journal. Interest shall be applied to balances owed to NJ TRANSIT in excess of \$5,000. Application of interest to excess payments made in the preceding fiscal year shall begin six (6) months after the close of the Consultant's fiscal year. Interest shall continue to accrue monthly at the prime rate until all amounts have been remitted to NJ TRANSIT, unless amounts owed NJ TRANSIT, including accrued interest, have been deducted by NJ TRANSIT from any payments owed the Consultant on this or any other agreement.

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

3. LIMITATION OF FUNDS:

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

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

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

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

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

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

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

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

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

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

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

4. EFFECTIVE DATE AND TERM OF AGREEMENT: This Agreement shall become binding upon the parties hereto when executed on behalf of NJ TRANSIT by the Contracting Officer or his

designee. The Consultant shall commence work upon the Scope of Services within five (5) working days upon receipt of a written Notice to Proceed to that effect which shall be issued on behalf of NJ TRANSIT by its Contracting Officer or his designee upon the execution of the Agreement by NJ TRANSIT. The Consultant shall complete the Scope of Services by _____.

5. MODIFICATION OF AGREEMENT:

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

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

B.) Notwithstanding Paragraph A. above, the Contracting Officer may at any time, by written order, make changes within the general scope of this Agreement to the work to be performed by the Consultant. If any such change causes an increase or decrease in the estimated cost of, or the time required for, the performance of any part of the work under this Agreement, whether or not changed by the order, the Contracting Officer may make such adjustments as are appropriate and equitable and shall modify the Agreement in writing accordingly. Any claim by the Consultant for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Consultant of the notification of change; provided however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment under this Agreement. Failure to agree to any adjustment shall be a dispute within the meaning of Article 34, DISPUTES. However, nothing in this clause shall excuse the Consultant from proceeding with the Agreement as changed.

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

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

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

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

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

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

it advisable to hold either a conference or any inspection of work in progress, all parties shall be notified and may participate.

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

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

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

The terms of this Agreement shall be incorporated into and made part of any assignment or subcontract pursuant to this Agreement. As a condition of obtaining NJ TRANSIT's approval of any proposed assignee or subconsultant, the Consultant shall provide NJ TRANSIT with sufficient documentation regarding the proposed subconsultant or assignee for NJ TRANSIT's review and approval and shall provide to NJ TRANSIT a copy of the agreement established between the Consultant and its subconsultant or assignee. Any assignment or subcontract of work to be performed under this Agreement, entered into without prior

written approval by NJ TRANSIT, shall be void and unenforceable unless NJ TRANSIT subsequently gives written approval or consent.

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

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

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

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

The Consultant agrees to carry, and shall require its assignees and subconsultants, if any, to carry, commercial general liability insurance using ISO Occurrence Form CG0001 10/93 or equivalent. The policy shall provide a minimum amount of \$5,000,000 each occurrence, \$5,000,000 personal and advertising injury, \$5,000,000 general aggregate and \$5,000,000 products completed operations aggregate. Coverage provided under this liability policy shall be on an occurrence basis and shall include, but not be limited to, bodily injury and property damage coverage including products liability/completed operations coverage, premises operations liability, blanket contractual liability, personal injury liability, advertising injury coverage, independent contractors liability, mobile equipment, damage from explosion, collapse and underground hazards, and cross liability and severability of interests clause. Additional insured endorsement CG2026 11/85, CG 2010 11/85 or CG 2010 10/93 (but only if modified to include both ongoing and completed operations) naming NJ TRANSIT and the Indemnified Parties and coverage must apply on a primary and non-contributory basis. The policy shall allow the Consultant to waive its and its insurer's rights of subrogation.

There shall be no coverage exceptions for property containing or adjacent to railroad facilities or other transportation facilities. The Consultant shall furnish completed operations insurance written to the limits stipulated herein for Commercial General Liability Insurance. Coverage shall be required and maintained in force for a minimum of three (3) years following acceptance of the overall Contract, regardless of any beneficial occupancy by NJ TRANSIT during the Contract term.

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

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

The Consultant agrees to carry, and shall require its assignees and subconsultants, if any, to carry, contractor's pollution liability insurance covering the liability arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up and disposal costs and defense that arise from the operation of Consultant or its subconsultants. Coverage under this policy shall have limits of liability with a minimum of \$2,000,000 per occurrence. Transport of any hazardous waste generated under this Agreement shall require Hazardous Waste Haulers Insurance (MCS90) in an amount of \$2,000,000 per occurrence or statutory minimum, whichever is greater. This policy shall name NJ TRANSIT and the Indemnified Parties as additional insured at no cost to NJ TRANSIT.

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

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

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

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

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

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

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

detail to permit reasonable verification or correction of charges and performance in accordance with this Agreement.

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

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

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

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

14. **TERMINATION OF THE AGREEMENT FOR CONVENIENCE:** NJ TRANSIT may terminate the Consultant's services in whole or in part for any reason at any time before completion. In that event, the Consultant shall be given written notice by the Contracting Officer of such termination specifying the effective date thereof. Compensation shall be paid to the Consultant pursuant to the terms of Article 2, **COMPENSATION** for the work actually performed prior to such date. All documents begun or completed by the Consultant pursuant to this Agreement shall become the property of NJ TRANSIT. After receipt of such

written notice, the Consultant shall not incur any new obligations without the prior written approval of the Contracting Officer and shall cancel as many outstanding obligations so related as possible. NJ TRANSIT will evaluate each obligation deemed non-cancellable by the Consultant in order to determine its eligibility for inclusion in compensable costs. No damages of any nature shall be claimed against NJ TRANSIT in the event it exercises this right of termination.

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

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

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

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

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

same as if the notice of termination had been issued pursuant to Article 14, TERMINATION FOR CONVENIENCE.

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

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

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

17. SOURCE DISCLOSURE:

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

All Consultants seeking a contract primarily for services with NJ TRANSIT must disclose the location, by country, where services under the contract, including subcontracted services, will be performed. If any of the services cannot be performed within the United States, the Consultant shall state with specificity the reasons why the services cannot be so performed. NJ TRANSIT's Contracting Officer shall determine

whether sufficient justification has been provided by the proposer to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Executive Director.

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

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

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

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

19. PATENT RIGHTS AND RIGHTS IN DATA:

A.) Rights in Data

1.) The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related

performance or design-type documents; machine forms such as punched cards; magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

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

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

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

b.) To authorize others so to do.

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

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

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

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

B.) Patent Rights

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

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

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

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

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

- a. In the hiring of persons for the performance of work under this Agreement or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this Agreement, no Consultant, nor any person acting on behalf of such Consultant or subconsultant, shall, by reason of race, creed,

color, national 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.

22. EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES: The Consultant and NJ TRANSIT agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibit discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated thereto, are made a part of this Agreement. In providing any aid, benefit, or service on behalf of NJ TRANSIT pursuant to this Agreement, the Consultant agrees that the performance shall be in strict compliance with the Act. In the event that the Consultant, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Agreement, the Consultant shall defend NJ TRANSIT and the State of New Jersey in any action or administrative proceeding commenced pursuant to this Act. The Consultant shall indemnify, protect, and save harmless NJ TRANSIT and the State, their agents, servants, and employees from and against any and all suits, claims, losses, demands, or

damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Consultant shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. If any action or administrative proceeding results in an award of damages against NJ TRANSIT or the State or if NJ TRANSIT or the State incur any expense to cure a violation of the ADA, the Consultant shall satisfy and discharge the same at its own expense.

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

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

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

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

24. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW:** The Consultant shall comply with applicable laws, ordinances, and codes of the United States, the State of New Jersey and local

governments within the State. If NJ TRANSIT determines that the Consultant has violated or failed to comply with applicable federal, state or local laws with respect to its performance under this Agreement, NJ TRANSIT may withhold payments for such performance and take such other action that it deems appropriate under the circumstances until compliance or remedial action has been accomplished by the Consultant to the satisfaction of NJ TRANSIT. The Consultant acknowledges that federal requirements may change and the changed requirements will apply to the project as required, unless the Federal Government determines otherwise.

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

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

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

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

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

29. **NJ TRANSIT CODE OF ETHICS FOR CONSULTANTS:**

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

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

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

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

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

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

1.) Makes any offer or agreement to pay or to make payment of, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any NJ TRANSIT Board member, officer, or employee or to any member of the immediate family of such Board member, officer, or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such Board member, officer, or employee has an interest within the meaning of N.J.S.A. 52:13D-13g;

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

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

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

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

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

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

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

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

If to NJ TRANSIT:

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

With a copy to:

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

If to the Consultant:

Attn: _____

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

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

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

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

Inquiries should be directed to:

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

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

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

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

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

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

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

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

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

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

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

41. FALSE OR FRAUDULENT STATEMENTS AND CLAIMS:

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

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

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

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

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

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

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

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

(a) Compliance with Regulations

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

(b) Nondiscrimination

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

(c) Equal Employment Opportunity

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

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

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

(2) Age

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

(3) Disabilities

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

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

(e) Information and Reports

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

(f) Sanctions for Noncompliance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

55. ATTACHMENTS/EXHIBITS: All Appendices, Attachments and Exhibits, as listed below, are incorporated into this Contract:

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

WITNESS:

NEW JERSEY TRANSIT CORPORATION

By: _____
Title

By: _____
Contracting Officer or Duly Authorized Designee

WITNESS:

CONSULTANT

By: _____
Title

By: _____
Title

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

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: _____
Deputy Attorney General

June 26, 2015

ADDENDUM NO. 2

**Re: NJ TRANSIT Request for Proposal (RFP) No. 15-044
Design, Engineering and Construction Assistance Services
For The Replacement of Raritan River Drawbridge**

To Whom It May Concern:

Proposers are hereby advised of the following additions and/or clarifications to the above referenced project for which sealed Technical Proposals must be received at the NJ TRANSIT, Procurement Department, 6th Floor, One Penn Plaza East, Newark, New Jersey 07105-2246, Attention: Bid Desk on or before **2:00 p.m., Thursday, July 16, 2015.**

I. GENERAL PROJECT INFORMATION

1. RFP Section V, Proposal Requirements – Technical Proposal Format

Delete the sixth paragraph under Qualification of Individual(s) on page 61 of the RFP and replace with the following:

Related experience is essential. Particular emphasis will be placed on previous replacement design and construction of movable railroad bridges. Proposers are encouraged to identify successful completed projects for the design of movable railroad bridges.

II. QUESTIONS

NJ TRANSIT will respond to all questions that it received in next the Addendum.

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 5) shall be included as part of the proposal. Failure to acknowledge receipt of all addenda may render proposals nonresponsive.

Sincerely,



**Taishida S. Chapman
Principal Contract Specialist**

July 6, 2015

ADDENDUM NO. 3

**Re: NJ TRANSIT Request for Proposal (RFP) No. 15-044
Design, Engineering and Construction Assistance Services
For The Replacement of Raritan River Drawbridge**

To Whom It May Concern:

Proposers are hereby advised of the following additions and/or clarifications to the above referenced project for which sealed Technical Proposals must be received at the NJ TRANSIT, Procurement Department, 6th Floor, One Penn Plaza East, Newark, New Jersey 07105-2246, Attention: Bid Desk on or before **2:00 p.m., Thursday, July 16, 2015.**

I. GENERAL PROJECT INFORMATION

1. RFP Section IV, Scope of Services – Detailed Description of Tasks

A. Task 4.9 Feasibility Report, Deliverables

- Deliverable No. 1 - Draft Feasibility Report
Change 215 days to Six (6) months after NTP.
- Deliverable No. 2 - Final Report
Change 14 days to Seven (7) months after NTP.

B. Subtask 4.12 F Traction Power / Electrical Bridge Controls

- Delete the word "Traction" from the title of subtask 4.12F. The title should read, "Power/Electrical Bridge Controls".
- Paragraph b – Delete the first two sentences and delete the word "also" from the third sentence. Paragraph b should read as follows:

"The Consultant shall interface with local utilities to determine other opportunities for meeting Raritan River Drawbridge Project's power demands. The study shall include power efficiency as well as capital, maintenance and operating dollars. The electric design shall be within the utility guidelines. The Consultant shall establish criteria for connected loads plus future expansion. The power study shall also address the feeds to substations, signals, communications, controls, and other loads. The Consultant shall perform life cycle cost analyses, cost benefit analyses and risk analyses to minimize equipment and system failures and equipment downtime."

- Paragraph c – Delete paragraph c in its entirety.
- Deliverables – Delete the word “Traction”. The sentence should read as follows: “Electrical Power Needs Assessment”

C. Task 4.16 Detailed Geotechnical Investigation

- Deliverable No. 3 – Change 210 days to Seven (7) months.

2. RFP Attachment A – Design Schedule

RFP Attachment A entitled “Design Schedule” is revised and attached hereto. (Addendum No. 3 - Attachment A)

3. RFP Attachment E – Technical Proposal Format

Delete the following note from RFP Attachment E:

“Note: The transmittal letter shall not be considered part of the written proposal. Transmittal letters shall not exceed two typed pages in length.”

RFP Attachment E entitled “Technical Proposal Format” is revised and attached hereto. (Addendum No. 3 - Attachment B)

II. QUESTIONS

Questions received from Proposers and NJ TRANSIT’s responses are attached hereto. (Addendum No. 3 - 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 5) shall be included as part of the proposal. Failure to acknowledge receipt of all addenda may render proposals nonresponsive.

Sincerely,



Taishida S. Chapman
Principal Contract Specialist

**NJ TRANSIT RFP No. 15-044
Addendum No. 3**

Attachment A

Revised RFP Attachment A – Design Schedule

REQUEST FOR PROPOSAL NO. 15- 044

**ATTACHMENT A
DESIGN SCHEDULE**

Task 1 Project Management	Duration of Project
Task 2 Risk Management	Duration of Project
Task 3 SSMP	Duration of Project

Phase IA (Task 4.1-4.11) Conceptual Design, - Six (6) Months from Notice to Proceed
Draft Feasibility Report and Preliminary
Value Engineering

Task 4.9 Final Feasibility Report - Seven (7) months from NTP

Task 4.10 Complete Value Engineering – Two (2) months after Draft Feasibility
Report Submission

Phase IB (Task 4.12-4.18) Preliminary 30% Design - Six (6) Months Duration

Task 4.16 Geotechnical Report - One (1) month after 30% Design Submission

The following Tasks are to be completed after NEPA approval:

Phase II (Task 5.1) 60% Design Documents – Five (5) Months Duration

Phase II (Task 5.2) 90% Design Documents – Five (5) Months Duration

Phase II (Task 5.3) 100 % Design Documents – One (1) Month Duration

Phase II (Task 5.4) Peer Review – At 50% Design Level
One (1) month before 60% Design Submission

Phase II (Task 5.7 Construction Bid Package – One (1) Month Duration

**The durations are for Consultant's design only and do not include NJ TRANSIT
review time for each Task.**

**NJ TRANSIT RFP No. 15-044
Addendum No. 3**

Attachment B

Revised RFP Attachment E – Technical Proposal Format

REQUEST FOR PROPOSAL (RFP) NO. 15-044

ATTACHMENT E – TECHNICAL PROPOSAL FORMAT

ITEM	DESIRED MAX PAGE LIMIT
1. Cover Letter	1 Page Maximum
2. Qualifications of Firm(s)*	4 Page Maximum
3. Full-Time Office Certification	1 Page Maximum
4. Qualifications of Individuals	As Required
5. Key Personnel Certification	1 Page Maximum
5. References	As Required
6. Technical Section	10 Page Maximum
7. Team Organization/Resource Allocation	4 Page Maximum
8. Quality Assurance Program	2 Page Maximum
9. Schedule	2 Page Maximum
10. Consultant Certifications	As Required
11. Contract Review	As Required

* Additional related experience materials may be submitted as an Appendix to the basic proposal, but no more than 10 additional pages total may be in this optional Appendix section.

Note: All proposals shall be in letter format, 25 page maximum (exclusive of resumes and certifications), and discuss the issues identified above.

**NJ TRANSIT RFP No. 15-044
Addendum No. 3**

Attachment C

Questions and Responses

NJ TRANSIT RFP No. 15-044
 Design, Engineering and Construction Assistance Services
 For The Replacement of Raritan River Drawbridge
 Questions and/or Request for Clarification

Page #	RFP Section	Question	NJ TRANSIT Response
Questions submitted by Hardesty & Hanover/Gannett Fleming Team dated 6-12-15 and 6-23-15			
31 & 47	Section IV - Scope of Services	<p>ADDENDUM 1. Since Addendum No. 1 deleted scope of work outlined in Task 4.6 -Initial Environmental Screening & Task 4.17- Environmental, please confirm the following:</p> <p>a) Design Consultant is responsible for coordination with and supplying all design documents to the NEPA consultant. Also, please confirm the Design Consultant responsibility to apply for & obtain permits in Final Design Tasks from all applicable regulatory agencies.</p> <p>b) Contaminated soil and hazardous materials survey and developing hazardous materials abatement specifications/plans will be the responsibility of the NEPA consultant?</p> <p>c) NEPA consultant will be responsible for Section 106 review and SHPO consultation, including alternative analysis, if adverse effect is determined. Please clarify who is responsible to facilitate mitigation of adverse effect if required?</p>	<p>a) The Design and Engineering Consultant will provide engineering assistance from NTP to the conclusion of NEPA and Permitting. A Task Order Consultant is currently in place and is working with NJ TRANSIT's NEPA Consultant on this effort. The NEPA Consultant will apply and obtain permits with the assistance of the Design and Engineering Consultant. b) NJ TRANSIT's Environmental Consultant will perform contaminated soil survey and develop abatement and mitigation plans.c) The NEPA Consultant is responsible for Section 106 and SHPO review and coordination. In the event of adverse effect The NEPA Consultant will have the lead with the mitigation effort with the Design and Engineering consultant providing assistance.</p>
41	Section IV - Scope of Services	<p>Subtask 4.12.F. b & c - Please clarify the scope of services for this Subtask - Traction Power/Electrical/Bridge Controls Preliminary Design. Is it NJ Transit's intent for the consultant to perform a full traction power study and investigation of traction power technologies used by other railroads? Or is it just the intent to evaluate the electrical power needs for the proposed improvements in determining if source shall be from the traction system, utility supply, or other? If traction power system study is to be performed, what are the geographical limits for the study?</p>	<p>A full traction power study is not part of the scope of work. See the changes to Subtask 4.12 F paragraph b. and delete paragraph c.</p>
42	Section IV - Scope of Services	<p>Subtask 4.12.F, e, Pages 42 indicates that the bridge controls shall utilize NJ TRANSIT's Standard Modular Relay Bridge Control System. Can NJ TRANSIT provide a copy of the standard specifications?</p>	<p>See the attached Raritan Drawbridge Control System Design Drawings. (Addendum No. 3 - Attachment D)</p>
46	Section IV - Scope of Services	<p>TASK 4.16, Page 46. The due date for the Geotechnical Report specified under DELIVERABLES is 210 days (7 months) from the Preliminary Design NTP. Since the preliminary Design has a duration of 6 months, please confirm that the due date is 210 days from the overall project NTP.</p>	<p>Delete 210 days and replace with 7 months. RFP Attachment A - Design Schedule has been revised and is attached hereto (Addendum No. 3 - Attachment A)</p>

NJ TRANSIT RFP No. 15-044
Design, Engineering and Construction Assistance Services
For The Replacement of Raritan River Drawbridge
Questions and/or Request for Clarification

Page #	RFP Section	Question	NJ TRANSIT Response
47	Section IV - Scope of Services	<p>ADDENDUM 1 – Permitting/Approvals Scope. Addendum 1 deleted Task 4.17 which included permitting. Please clarify if permitting work included in other tasks remains in the scope of the design consultant or is also deleted. This includes:</p> <p>a) Subtask 1.03 on page 13 requires scheduling of "acquisition of permits, NEPA approval and related environmental approvals, licenses, agreements", etc. This subtask also includes progress reporting on permits.</p> <p>b) Phase II description on page 51 states that: "plans and specifications for the approved replacement scheme shall be submitted together with all other permits", etc.</p> <p>c) Section V.C, page 66, Item 8 indicates that direct expenses shall include "all permits and approvals necessary for completion of design".</p>	<p>The Design and Engineering Consultant is not tasked with the acquisition of permits. The Design and Engineering Consultant will: 1) Provide engineering support for permits 2) the Project Manager will coordinate with the Environmental Consultant on the development of permits and 3) the Design and Engineering Consultant will maintain the overall project schedule including permits. There will be no direct expense for environmental permits, they will be paid by the NEPA / Environmental Consultant.</p>
53	Section IV - Scope of Services	<p>TASK 5.4, Page 53 indicates that the Peer Review should be performed at 50% level. Considering that there is no intermediate 50% design submission, would NJ TRANSIT consider having the Peer Review immediately after submission of the 60% design package?</p>	<p>The Peer Review will be held at the 50% design level. Anticipate this will be one month before the 60% deliverable. See Addendum No. 3 - Attachment A.</p>
62-63	SECTION V – PROPOSAL REQUIREME NTS	<p>Page 62 QUALIFICATIONS OF INDIVIDUALS indicates that "the number of hours each [key managerial and technical personnel] will devote to individual project tasks must be shown". In the same section on Page 63 TEAM ORGANIZATION/RESOURCE ALLOCATION requires inclusion of "Matrix – Person-Hours by Individuals, showing , for each professional staff member, the number of person-hours proposed for each Phase and Task". In addition, the matrix should include labor hours for the support staff: technicians, drafting, clerical. Since the Matrix in TEAM ORGANIZATION/RESOURCE ALLOCATION section will show labor hours for both professional and support staff, is it required to show the labor hours for the professional staff also in section QUALIFICATIONS OF INDIVIDUALS? Please clarify.</p>	<p>Proposers should provide the matrix of person-hours in the Team Organization/Resource Allocation Section ONLY.</p>

NJ TRANSIT RFP No. 15-044
Design, Engineering and Construction Assistance Services
For The Replacement of Raritan River Drawbridge
Questions and/or Request for Clarification

Page #	RFP Section	Question	NJ TRANSIT Response
Att. A	Attachment A Design Schedule	Design schedule indicates that the Conceptual Design (Tasks 4.1 – 4.11) should be completed six (6) months from NTP, while scope of work for Task 4.9 FEASIBILITY REPORT (Page 36) calls for the Draft Report to be submitted 215 days from NTP (approx. 7.2 months). Please clarify the requirements. Further, the Final Report is to be submitted 14 days after the Value Engineering process is completed. The VE process may take up to 2 months to resolve the comments. Therefore, the Final Feasibility Report and the Final Conceptual Design may be submitted about 9 - 10 months after NTP. This is in conflict with Attachment A, which has Phase I (Task 4.1 – 4.11) completed 6 months from NTP.	RFP Attachment A - Design Schedule has been revised and is attached hereto. (Addendum No. 3 - Attachment A)
Att. E	TECHNICAL PROPOSAL FORMAT	Please confirm that organization charts, staff workload tables and person-hour matrices required in some of the proposal sections are not included in the page limits specified in Attachment E (they will be included in addition to the number of pages specified in Attachment E).	Team Organization/ Resource Allocation is limited to a four (4) page maximum. However, additional material may be submitted as an appendix to the basic proposal but no more than ten (10) additional pages.
Att. F-3	COST PROPOSAL FORMS	Att. F-3 provides a format for the cost proposal by staff classification for each task separately, by firm. Is similar format to be used for the Matrix – Person-Hours by Individuals? The RFP scope of work includes 35 separate tasks plus 9 subtasks under Task 4.12, which should probably also be itemized. Is it necessary to show a separate person-hour summary for each of these tasks/subtasks on a separate sheet, or could all the tasks be summarized on one sheet per firm, providing the person-hours by individual, by task?	Yes, it is necessary to show a separate person-hour summary for each of these tasks/subtasks on a separate sheet.
Questions submitted by Modjeski and Masters, Inc. dated 6-22-15			
27 & 37	Section IV - Scope of Services	For man-hour estimating purposes, it would be useful for the Design Consultant to know more precisely what the detailed scope of work is for the NEPA Consultant Team. Can the NEPA consultants scope be sent for reference?	NEPA Consultant Scope of Work is attached. (Addendum No. 3 - Attachment E)

NJ TRANSIT RFP No. 15-044
Design, Engineering and Construction Assistance Services
For The Replacement of Raritan River Drawbridge
Questions and/or Request for Clarification

Page #	RFP Section	Question	NJ TRANSIT Response
27 & 37	Section IV - Scope of Services	Are any members of the NEPA Consultant Team precluded from participating in the work under this RFP?	<p>Consultants and Subconsultants that are presently or who have previously provided support to NJ TRANSIT for the NEPA process, FTA Grant Application Support and any other Superstorm Sandy Recovery and Resiliency Program support related to the Raritan Drawbridge Project are precluded from participating or proposing in response to this RFP.</p> <p>Should a proposer be uncertain of their eligibility to propose in response to this RFP, the Consultant shall consult with NJ TRANSIT prior to submitting its proposal. NJ TRANSIT will determine whether a particular Consultant or Subconsultant have a potential real or apparent conflict of interest on a case by case basis. NJ TRANSIT's determination regarding any question(s) of conflict of interest shall be final.</p>
29	Section IV - Scope of Services	Section 4.2 subsection 2(a), why is the northernmost limit of the survey at MP E5.2 Wood Interlocking so far from the project area? Is it necessary to survey this far north?	The majority of survey work on the project will be from Perth Amboy Station to South Amboy Station. The area between Wood interlocking and Perth Amboy will be surveyed to account for potential changes to catenary, signal, track and switches.
60	Section V - Proposal Requirements	Will pages larger than letter format be allowed for purposes of displaying graphics?	A <i>limited</i> number of 11X17 fold out sheets for exhibits are acceptable.
Exhibit 1	Exhibit 1 - Professional Service Agreement	Article 12 - Insurance. We presume that DBE sub-consultants who are doing small amounts of design work will be exempt from the \$500K insurance deductible.	Yes, an exception to the deductible requirement can be granted. The contractor / subcontractor should however identify the deductible on their Certificate of Insurance (COI) upon submittal.
Questions submitted by HDR dated 6-22-15 and 6-23-15			
1	General Project Information	We presume that the resources estimate will be for project phases 1A and 1B only since the preferred design has not been selected.	No, resource estimates shall be provided for ALL phases and tasks detailed in RFP Section IV.

NJ TRANSIT RFP No. 15-044
Design, Engineering and Construction Assistance Services
For The Replacement of Raritan River Drawbridge
Questions and/or Request for Clarification

Page #	RFP Section	Question	NJ TRANSIT Response
11 & 12	Section IV - Scope of Services	What are the approved equal scheduling software to primavera 6.0?	Change to Primavera 6.0 or latest version.
Att. E	Att. E - Technical Proposal Format	Please explain the difference between the cover letter and transmittal letter in Attachment E.	RFP Attachment E - Technical Proposal Format has been revised and is attached hereto. (Addendum No. 3- Attachment B)
Exhibit 1	Exhibit 1 - Professional Service Agreement	Where in the RFP are the forms for - EXHIBIT F – CONSULTANT CERTIFICATIONS AND FORMS?	RFP Exhibit Nos. 1-13 are the Consultant Certifications and Forms that will be attached to the executed agreement as Exhibit F to NJ TRANSIT's Professional Service Agreement upon contract award.
Questions submitted by Gannett Fleming Transit & Rail Systems dated 6-22-15			
64	Section V - Proposal Requirements	We would like to get a clarification as to when exceptions to the contract terms and conditions need to be submitted. At the Pre-Proposal Meeting you indicated they should be submitted in a sealed envelope at the same time as the Technical Proposal. This is in agreement with page 64 of the RFP under the section "Contract Review." However, in the second paragraph of your letter transmitting the RFP it states exceptions to the terms and conditions must be submitted no later than 4:00 PM, June 23, 2015	Proposers are required to provide the Contract Review in a separate sealed envelope with the Technical Proposal submittal.

**NJ TRANSIT RFP No. 15-044
Addendum No. 3**

Attachment D

Raritan Drawbridge Control System Design Drawings

TECHNICAL DRAWINGS FOR THIS PROJECT ARE NOT REPRINTED HERE
DUE TO SIZE

**NJ TRANSIT RFP No. 15-044
Addendum No. 3**

Attachment E

NEPA Consultant Scope of Work

RARITAN RIVERDRAW REPLACEMENT PROJECT

Task Order No. 15, Contract No. 13-002B – Technical Scope of Work

PROJECT UNDERSTANDING

The Raritan River Drawbridge (River Draw), which carries NJ TRANSIT's North Jersey Coast Line across the Raritan River between South Amboy and Perth Amboy, NJ, is a critical rail link for the North Jersey Coast Line to the Northeast Corridor and Newark, Jersey City, and Manhattan job centers. River Draw, built in 1908, suffered structural damage during Superstorm Sandy, when ocean surge moved the approach girder spans out of alignment atop their supporting piers. To repair the damage, service across the bridge was suspended for three weeks after the storm while the structure was repositioned and the tracks reset to support train operations.

To address the vulnerability of River Draw to extreme weather events, its replacement is now proposed. A new bridge designed to withstand ocean surge or wave action is proposed to be constructed parallel to the existing bridge, enabling the continuation of service during construction and demolition of the existing bridge once a new one is complete. Although conceptual design has not been completed for the new bridge, it is anticipated that the bridge will be built at a higher elevation than the existing bridge, so that the trackbed is above the Federal Emergency Management Agency (FEMA) Base Flood Elevation (BFE) plus the additional buffer required by NJ TRANSIT's flood elevation design criteria. It is also anticipated that the bridge replacement project will include relocating the marine channel to facilitate safer boat passage beneath the structure. The bridge replacement project will include modifications to the approach tracks on either side of the river as well as potential modifications to the interlocking on the south side of the bridge (railroad west of the bridge). Depending on the alignment and design selected, the project could also include modifications to a roadway bridge above the tracks on the south side of the bridge, demolition of a signal tower, and other design elements not yet identified.

The replacement of River Draw has been identified by the Federal Transit Administration (FTA) as a project eligible for funding through FTA's Emergency Relief Program for resiliency programs in response to Superstorm Sandy. Prior to providing funding FTA must review the project in accordance with the National Environmental Policy Act (NEPA) and Section 106 of the National Historic Preservation Act (Section 106), as well as other related statutes and regulations. In addition, prior to construction, the project will require a number of permits and approvals from other federal and state agencies; the permitting process may also require that supporting documentation to be included in the NEPA document.

NJ TRANSIT anticipates preparation of conceptual design for the River Draw project beginning in 2015. A design consultant will be procured to prepare a Concept Study for the River Draw project, which will identify alternatives for the bridge replacement. Once the Concept Study is complete, the design information developed as part of the study can be incorporated into NEPA and Section 106 documentation for the project. Neither NEPA nor the Section 106 process can be completed prior to completion of the Concept Study. However, as discussed below, certain activities can be conducted in advance of the Concept Study, to support the alternatives development and to expedite the environmental review process.

The following outlines the proposed Scope of Work for the NEPA documentation, Section 106 process, and other related procedures and documentation. This Scope of Work assumes that an Environmental Assessment (EA) will be sufficient to document the potential impacts of the project in accordance with federal and state regulatory requirements.

SCOPE OF WORK

To support TRANSITGRID, six tasks have been identified and are further described herein:

TASK 1 – PROJECT MANAGEMENT

For purposes of managing the project, Task 1 will be broken down into four subtasks:

- Task 1.1: Program Management
- Task 1.2: Project Management
- Task 1.3: Working Group Meetings and Coordination
- Task 1.4: Flood Analysis

Environmental Program Management includes oversight of all work products to ensure compliance with Federal, state and local environmental laws and regulations. The management objective is to facilitate expedited environmental regulatory reviews via the early identification of critical issues, and associated risk mitigation measures. Specific tasks associated with Environmental Program Management include:

- Provide direction to NJ TRANSIT on the overall project approach and monitor its progress; *(Ongoing)*
- Attend and support Senior Management working advisory group meetings on as-needed basis (monthly basis); *(Ongoing)*
- Attend and support NJ TRANSIT Program Management bi-weekly meeting with Environmental Services Unit, Senior Director to provide project status and updates; *(Ongoing)*
- Develop, monitor and review *Project scope, schedule and budget*; *(Ongoing)*
- *Highlight critical risks and develop risk mitigation measures, as needed*; *(Ongoing)*
- *Support NJ TRANSIT in planning and external relations with Project stakeholders*; *(Ongoing)*
- *Provide QA/QC on all deliverables*. *(Ongoing)*

Under Project Management the main objectives of this task are to keep the project on track, both technically and financially, and to keep NJ TRANSIT informed on the status of the project. Project management includes anticipating problems and delays as best as possible and addressing them before they reach crisis level. Coordination with NJ TRANSIT and the TOC Program Manager will be necessary to facilitate communications with FTA on NEPA activities and with other regulators on permitting work. In addition, the Project Manager will be responsible for the following:

- Preparation, follow-up, and attendance at, bi-weekly progress meetings. Meeting minutes will be provided within one week of the meeting date; *(Ongoing)*
- Development and maintenance of Critical Path Method project schedule to track progress; *(Ongoing)*
- As-needed environmental project status reports and monthly reports to NJ TRANSIT on the progress of the team's environmental work;
- Ongoing coordination with the design team on design changes and improvements.
- Submit all BEM invoices for the time periods established by NJ TRANSIT and prime consultant. Include the current technical, budget and schedule status, comparison to the preceding month, project-to-date and projected future work efforts (earned value).
- Allocating and supervising staff resources, subcontractors, tracking budget, schedule, and deliverable compliance, providing program QA/QC, and maintaining safety and QA.
- Coordination with the design team on design changes and improvements;
- Managing invoices, expenses, and labor including sub consultants and DBE compliance. Review and approve invoices for accuracy and reasonableness. *(Ongoing)*
- The Flood Analysis will include: Evaluation of the design for consistency with FTA grant applications requirements and compliance with NJ TRANSIT's resiliency standards and flood risks.

- Any authorized out of scope services will be tracked under subtask 1.5 after NJ TRANSIT's approval.
- Attending monthly Working Group Meetings.
- The work under this task includes preparation for, attendance at, and meeting follow-up for internal and external meetings, including those with:
 - FTA Region II staff for NEPA coordination;
 - Technical Advisory Committee meetings;
 - Weekly progress meetings with the NJ TRANSIT project manager;
 - Meetings with the Design Team.

Task 1 Deliverables:

1. Team organization chart and contact list *(Completed)*
2. NEPA/Section 106 Critical Path Method schedule *(Ongoing)*
3. Environmental Milestones and 90 day look ahead schedule *(Ongoing)*
4. Agendas and minutes for bi-weekly progress meetings *(Ongoing)*
5. Bi-weekly Program Progress meeting minutes *(Initiated-Ongoing with NJ TRANSIT)*
6. Environmental Project Status Reports, as needed
7. Flood Analysis design review documentation

Task 2 – Early Action Items – Prior to Completion of Concept Study

As noted above (see “Project Understanding”), the NEPA documentation must reflect the design information developed as part of the Concept Study, which will be prepared under a separate contract by a different consultant team. Information on the alternatives developed during that study—including the location of the new bridge and approach tracks, location of piers in the riverbed, proposed modifications to interlockings, proposed modifications to the marine channel, and other project elements—must be evaluated in the NEPA document as well as in accordance with Section 106 and other related regulatory procedures. Prior to completion of the Concept Study, the Consultant Team will conduct certain “early action” items in advance of other task work—i.e., studies that do not depend on project-specific information. The information developed for the early action items can be used to inform the design process being conducted for the Concept Study,

The early action items will include the following:

- Agency coordination (Task 3): Develop Agency and Public Coordination Plan.
- Public involvement (Task 3): Develop contact lists of affected stakeholders and interested parties.
- Public involvement (Task 3): Develop and set up project website for launching as soon as information on project alternatives is available.
- Purpose and Need statement (Task 4): Develop a preliminary Purpose and Need statement that explains the need for the project. While this statement should be finalized in coordination with the design engineers, to ensure that it is not in conflict with the design work, a preliminary statement can be developed in advance, based on previous studies, that describes the condition of the bridge, the need for its replacement, and goals for any new bridge developed (such as the goal of increasing train speed across the bridge, for example).
- Description of the Rehabilitation Alternative: As an early action item, document why rehabilitation and reuse of the existing bridge is not feasible or reasonable based on prior studies..

Future No Action Condition: As an early action item, the Consultant Team will collect information on proposals and plans for other activities within the vicinity of the Project that have a reasonable likelihood of being implemented within the timeframe of the Project. Information will be collected from other stakeholders, including the planning departments of Perth Amboy and South Amboy, among others.

Existing Conditions/No Action Assessment: Information on existing and future environmental and community conditions, sensitive resources, and constraints in the area likely to be affected by any Project alternative can be collected in advance of the Concept Study. This includes the following early action

items, which will be developed for a reasonable study area from the potential area of disturbance for the new bridge, based on coordination with NJ TRANSIT:

- Land use, zoning, and public policy.
- Socioeconomic effects.
- Parks, recreation, and open space.
- Visual and aesthetic resources.
- Noise, based on measurements of existing noise.
- Natural resources, including soils and geology, water quality, aquatic and terrestrial ecology, freshwater and tidal wetlands, floodplains, threatened and endangered species, and coastal zone issues. While field investigations will be conducted where property access is available, no wetland delineation will be conducted as an early action item.

Deliverables for the existing and future no action condition will consist of the beginning sections of each respective EA chapter.

Section 106 Coordination: The documentation on historic and archaeological resources for the EA will be conducted for an “Area of Potential Effect” (APE) for the Project, which is dependent on the horizontal alignment of the Preferred Alternative. The APE will be developed based on the potential area of disturbance for the new bridge, based on coordination with NJ TRANSIT. Separate APEs for archaeology and historic resources will be developed. Early action items for Section 106 include:

- Coordination with the NJ Historic Preservation Office (NJHPO) regarding the APE to use for the Project. This coordination will include correspondence regarding the APE and, if warranted, a site visit with the NJHPO.
- Identification of potential Consulting Parties for Section 106 compliance. Section 106 of the National Historic Preservation Act of 1966, as implemented by federal regulations at 36 CFR Part 800, calls for consultation with parties with an interest in the historic resources that may be affected, including the NJHPO as well as other interested organizations. The Consultant Team will prepare an initial list of potential Consulting Parties as an early action item.
- Preparation of a Phase 1A Historic and Archaeological Survey and Historic Architectural Resources Background Study (HARBS) report that identifies resources more than 50 years of age that may be affected by the project for their potential eligibility for the National Register of Historic Places and evaluates the potential for archaeological resources to be present within the project’s area of potential effect (i.e., a Phase 1A archaeological resources survey). Preparation of the HARBS will include preparation of NJHPO Historic Resource Survey Forms for previously unidentified historic architectural resources of greater than 50 years in age within the APE for architecture/historic resources.

Hazardous materials documentation (Task 6): Preliminary site assessment information can be collected as an early action item for the area within 1,000 feet of the existing alignment, which should be a large enough area to cover potential alternatives that will be developed during the Concept Study.

Task 2 - Deliverables:

1. Draft and Final EA Outline (*Initiated*)
2. Draft Agency and Public Coordination Plan (*Initiated*)
3. Stakeholder List
4. Webpage materials
5. Draft and final technical chapters for Preliminary Draft EA – existing and no action sections (*Initiated*)

6. Draft and revised HARBS

Task 3 – Agency Coordination and Public Involvement

Task 3.1 Agency Coordination and Public Involvement Plan: At the project start, the Consultant Team will prepare an Agency and Public Coordination Plan consistent with FTA/FHWA's Environmental Impact and Related Procedures (23 CFR part 771) and new draft guidance, as appropriate. The purpose of the Coordination Plan is to ensure that agencies are fully engaged early on and the decisions regarding alternatives to be evaluated in detail in the NEPA analysis are reviewed.

The Coordination Plan will also describe the outreach efforts to be conducted to involve and inform the public, including public meetings, fact sheets, and a project website. Methods will be proposed to identify and respond to needs of different populations, especially minority and low-income populations and populations with limited English proficiency (collectively, "environmental justice" communities). Potential barriers to public involvement will be identified and solutions proposed. The plan will outline any general and targeted meetings to be held, including public hearings on the EA. The Consultant Team will maintain a current project mailing list of affected and interested parties, including public agency contacts, stakeholder contacts, property owners near the project area, elected officials, and members of the public who express interest in the project; including those who attend public meetings. The team will develop an informational fact sheet and or graphic boards as necessary.

Task 3.2 Public Meetings: During the Concept Study, or at its completion, the Consultant Team will hold public meetings to provide information on the alternatives being considered and the studies to be conducted for the NEPA document.

Task 3.3 Website: The Consultant Team will create and maintain a project website to notify the public of opportunities to participate in the process and the availability of documentation and to provide electronic copies of studies and documentation for public review. An approval process will be developed in advance of any website development.

Task 3.4 Public Meetings: NEPA regulations require public review of the EA, during which public hearings are optional. Public meetings will be held to provide greater opportunity for public input, including for any environmental justice communities that could be affected. The Consultant Team will provide an outline of a public meeting plan for NJ TRANSIT review and approval, including suggested venues, public notification techniques, and informational materials.

Task 3 - Deliverables:

1. Project mailing list to be maintained and provided to NJ TRANSIT
2. Public involvement program materials
3. Public meeting plans that outline approach for public meetings and hearings

Task 4 – NEPA/Section 4(f) Documentation

It is anticipated that an Environmental Assessment (EA) will be sufficient to document the potential impacts of the project in accordance with federal and state regulatory requirements. The EA will comply with the requirements of NEPA, as amended, in accordance with CEQ regulations implementing NEPA (40 CFR part 1500) and FHWA/FTA's Environmental Impact and Related Procedures (23 CFR Part 771). It will also provide the necessary documentation to comply with Section 106 of the National Historic Preservation Act and with Section 4(f) of the U.S. Department of Transportation Act, as well as any other environmental programs for which documentation should be included in the EA.

The results of the early action items (Task 2 above) will be incorporated into the EA, and information on the project alternatives will be included once it is available as part of the Concept Study.

Task 4.1 – Purpose and Need: The Consultant Team will prepare a Purpose and Need statement that clearly explains the need for the project and the goals and objectives to be met in addressing that need. This effort should be coordinated with the design effort undertaken as part of the Concept Study, to ensure that these two efforts align and that the Purpose and Need described in the EA is the same as what is being addressed by the design engineers. As noted in Task 2, a preliminary Purpose and Need statement can be developed in advance of the Concept Study, based on previous studies, that describes the condition of the bridge, the need for its replacement, and goals for any new bridge developed (such as the goal of increasing train speed across the bridge, for example). Once the design engineers have been selected, design goals and considerations can be added to the Purpose and Need statement to guide alternatives development.

Task 4.2 – Project Alternatives: Consideration of alternatives is critical for any NEPA evaluation, and this consideration depends on design information. Specifically, conceptual information will be needed related to the project's vertical and horizontal alignment, including not only the replacement bridge itself but also the bridge approaches to the north and south; as well as information on relocation of the river channel, modifications to interlockings, etc., and preliminary information on likely construction means and methods. The CONSULTANT Team will work closely with NJ TRANSIT and the design team for the project to develop appropriate information for the EA.

The EA will include a discussion of the alternatives developed during the Concept Study and the alternatives screening conducted to arrive at a recommended Preferred Alternative. We assume that the EA will identify a Preferred Alternative, to allow public review of that recommendation. All components of the alternatives will be outlined in this chapter (e.g., including piers, track, changes to vertical and horizontal alignment, and modifications to the river channel) so that these components can be considered in the environmental analysis.

Task 4.3 – Existing Conditions, Environmental Consequences, and Mitigation:

a. Land Use, Zoning, and Public Policy

Existing land use, zoning, and state and local public policies will be documented within the project study area. This information will be developed through field reconnaissance; review of local, regional, and state management plans; consultation with planning agencies. This chapter of the EA will also describe local community facilities and services that may be affected by the project and will document in detail any properties that need to be acquired for the project, including any activities and land uses that may be displaced.

b. Socioeconomic Effects

This chapter will describe the demographic and economic characteristics of the project area, including any businesses that may be directly or indirectly affected by project construction activities. Information presented in this analysis will include data relevant to the environmental justice chapter of the EA (discussed below).

c. Parks, Recreation, and Open Space

Information on any parks and recreational opportunities in the vicinity of the Build alternatives will be collected in coordination with the land use task. The impact analysis will consider the impacts to parks and recreational activities both during construction (to be included in the construction impact analysis discussed below) and once the project is complete (for example, visual impacts or noise impacts). This analysis will also inform the evaluation of Section 4(f), as discussed below.

d. Visual and Aesthetic Resources

The effect of the project, including the bridge and its approaches, on the surrounding visual environment will be evaluated. In the discussion of the affected environment, the visual characteristics of the existing rail approaches and bridge will be described, and views to the approaches and bridge will be discussed in the context of the surrounding study area. Design information developed by the design consultant, including vertical profiles, renderings, or photosimulations of the Build alternatives, will be used in the analysis.

e. *Historic/Cultural/Archeological Resources (Section 106 Consultation)*

Section 106 of the National Historic Preservation Act of 1966, as implemented by federal regulations at 36 CFR Part 800, mandates that federal agencies consider the effect of their actions on any properties listed on or determined eligible for listing on the National Register of Historic Places (NR). It also calls for consultation with parties with an interest in the historic resources that may be affected, including the NJHPO as well as other interested organizations.

The Raritan River Drawbridge has been formally identified as being individually eligible for listing in the National Register of Historic Places [NJHPO Opinion 6/25/1991]. Additionally the railroad catenary system that extends across the bridge, formally known as the "Overhead Contact System, Pennsylvania Railroad" has an independent opinion of National Register eligibility [NJHPO opinion 4/26/2003]. The bridge is also located within the NR-eligible New York and Long Branch Railroad Historic District [NJSHPO Opinion 8/20/2004].

The EA will include a discussion of the project's potential for impacts on historic and archaeological resources, which will be prepared in compliance with Section 106, including previously identified resources as well as resources that will be identified by evaluations conducted for this project. In support of this task, the Consultant Team will prepare a Phase 1A Historic and Archaeological Survey and Historic Architectural Resources Background Study (HARBS) report that identifies resources more than 50 years of age that may be affected by the project for their potential eligibility for the NR and evaluates the potential for archaeological resources to be present within the project's area of potential effect (i.e., a Phase 1A archaeological resources survey). The preparation of NJHPO Historic Resource Survey Forms will be undertaken for previously unidentified historic architectural resources of greater than 50 years in age within the project's area of potential effect for architecture.

Depending upon the archaeological survey results, the NJHPO may require the completion of a Phase 1B archaeological survey and possibly geomorphology to determine the presence or absence of potentially significant archaeological resources. These items and a Phase I Underwater Archaeological Survey are not included in this Scope of Work.

The HARBS report will be provided for review and consideration by NJ TRANSIT and the NJHPO. The conclusions of the HARBS will be summarized in the EA. In addition, working with NJHPO, the Team will conduct required Section 106 consultation with the NJHPO and relevant Consulting Parties. It is assumed that a Draft Memorandum of Agreement or Programmatic Agreement will be prepared in coordination with the NJHPO and Consulting Parties to identify measures to be implemented to resolve adverse on historic resources. To allow appropriate public review of the Section 106 documentation, the draft Memorandum of Agreement or Programmatic Agreement will be included in the EA when the EA is completed for public review. The final, signed document must be completed, signaling completion of the Section 106 process, prior to FTA's final decision on the project.

f. *Transportation*

The EA will describe the transportation benefits to be achieved by the project—i.e., how the project will meet its purpose and need. At the same time, there is the potential for adverse impacts to transportation service during construction that also must be discussed (in the construction impacts chapter of the EA). This Scope of Work assumes that no quantitative analysis of transportation impacts (including traffic, parking, and rail transportation) will be required for the EA.

g. *Air Quality*

The EA will evaluate the potential impacts of the project on air quality. This Scope of Work assumes that no change to NJ TRANSIT's North Jersey Coast Line service plan is contemplated as a direct result of the River Draw project, and therefore the only potential impact of the new bridge on air quality will be related to shifts in the horizontal alignment that will bring diesel locomotives closer to sensitive receptors (i.e., residences or parks). The EA will also address the project's consistency with the appropriate State Implementation Plan (SIP). The project is located within Middlesex County which is in carbon monoxide, nitrogen dioxide, lead, sulfur dioxide, total suspended particulates and PM₁₀ attainment, PM_{2.5} maintenance, and ozone nonattainment. As

detailed within the USEPA's Transportation Conformity Guidance for Quantitative Hot-Spot Analyses in PM_{2.5} and PM₁₀ Nonattainment and Maintenance Areas document released in December 2010, only projects of local air quality concern require quantitative PM_{2.5} analyses. The project will not increase diesel service on the bridge.

h. Noise and Vibration

The evaluation of noise and vibration for the project will be conducted following FTA's *Transit Noise and Vibration Impact Assessment* document, dated May 2006. Sensitive receptors are located close to the alignment in both Perth Amboy and South Amboy.

Following FTA's guidance, an FTA general assessment will be conducted, as required.

i. Natural Resources

The EA will include an analysis of terrestrial and natural resources, including soils and geology, water quality, aquatic and terrestrial ecology, freshwater and tidal wetlands, floodplains, threatened and endangered species, and coastal zone issues.

Once a single Preferred Alternative has been selected, the Consultant Team will conduct an investigation for wetlands in the project area and vicinity in order to facilitate avoidance or minimization of impacts in project design. Wetland delineation will be performed utilizing the routine methodology outlined in the Federal Manual for Identifying and Delineating Jurisdictional Wetlands (1989), as required by the NJDEP under the New Jersey Freshwater Wetlands Protection Act or the 1987 USACE Manual for Delineating Jurisdictional Wetlands, as required by the USACE. Federal and state regulated wetland wetlands and waters of the US will be identified pursuant to Freshwater Wetlands Protection Act Rules N.J.A.C. 7:7A and/or Section 404 of the Clean Water Act (33 U.S.C. 1344). The basis of the field delineation of wetlands will be documented. An application for a NJDEP Letter of Interpretation and a USACE Jurisdictional Determination will be prepared and submitted for agency review to obtain agency confirmation of the wetland and waters mapping.

j. Hazardous/ Contaminated Areas/ Materials

The Consultant Team will conduct a search of local, state, and federal databases to identify contaminated areas or materials that could potentially affect the project alternatives. This work will be conducted as part of Task 6, below, and summarized for the EA.

k. Construction Impacts

Based on the potential construction activities and durations developed as part of the conceptual design, the EA will describe construction of the project and evaluate the impacts for the full range of technical areas considered in the EA.

l. Indirect Effects and Cumulative Impacts

Indirect effects are defined by CEQ as "effects which are caused by the action and are later in time or farther removed in distance, but are still reasonably foreseeable. Indirect effects may include growth inducing effects and other effects related to induced changes in the pattern of land use, population density or growth rate, and related effects on air and water or other natural systems, including ecosystems" (40 CFR 1508.8(b)). Cumulative impacts have been defined by CEQ as "the impact on the environment which results from the incremental impact of the action when added to other past, present and reasonably foreseeable future actions regardless of what agency (Federal or non-federal) or person undertakes such other actions" (40 CFR 1508.7). The Consultant Team will analyze the potential for indirect effects and/or cumulative impacts associated with the project.

m. Section 4(f) Evaluation

An evaluation of Section 4(f) of the U.S. Department of Transportation Act, as it relates to the Preferred Alternative will be required.

n. Other Chapters

In addition to the chapters identified above, the EA will include additional chapters to comply with USDOT and FTA regulations and procedures, including an environmental justice chapter, analysis of the project's consistency with New Jersey's Coastal Zone Program Rules in accordance with the

Coastal Area Facility Review Act (CAFRA), and a description of the agency coordination and public involvement activities undertaken for the project.

Task 4.4 – Completion of EA for Public Review: When the preliminary draft EA is complete, the document will be provided to NJ TRANSIT for review and comment. It will then be revised to respond to any comments and when ready, will be submitted for FTA review and approval. Once the document is revised to the satisfaction of both NJ TRANSIT and FTA, the EA will be made available for public review. This is accomplished through publication of a Notice of Availability in local newspapers and mailing of the Notice to the project's mailing list. The EA will be made available electronically via the project website and paper copies will be made available in local libraries and appropriate public agency offices. In support of the Paperwork Reduction Act of 1995 (35 USC 44), information will be disseminated electronically using file sharing sites or CDs, and hard copies of all documents will be provided at the request of the agencies depending on their individual needs and requirements.

Task 4.5 – Public Review of EA: NEPA regulations require that a public comment period be held for the EA. During this time, the Consultant Team will coordinate with NJ TRANSIT to hold public meetings to receive comments on the EA (as part of Task 3 above). Following the end of the public comment period, the comments received will be compiled, summarized, and responded to in a Summary of Comments document.

Task 4.6 – Finding of No Significant Impact: After the public comment period, FTA can make its final decision on the project. If no significant impacts are identified, the FTA may issue a Finding of No Significant Impact (FONSI) setting forth its decision on the project, the environmental considerations made, and the mitigation required. The Consultant Team will prepare a draft FONSI for use by FTA.

Task 4 Deliverables:

1. Draft and final technical chapters (*Initiated under early actions*)
2. Final HARBS
3. Draft and Final Section 106 MOA
4. Draft and Final Section 4(f) Evaluation
5. Completed EA for public distribution
6. Notice of Availability and Notice of Public Hearing of the EA
7. Draft FONSI

Task 5 – State and Federal Permits

The objective of this task is to confirm regulatory jurisdiction and identify all permits and approvals that may be required for project. Once the conceptual design is available for the project, the Consultant Team will initiate and attend meetings with potential permitting agencies (e.g., USACE, USCG, USFWS, NMFS, and NJDEP). This task may also identify additional studies/agency coordination required to achieve regulatory compliance (e.g., NMFS Essential Fish Habitat study). Preparation of permit applications is not included in this task and will be conducted following completion of NEPA.

<u>Permit</u>	<u>Law/ Regulation</u>
FEDERAL	
<i>U.S. Army Corps of Engineers (USACE)</i>	
Jurisdictional Determination	Section 404 of the Clean Water Act
USACE Section 404 Individual Permit	Section 404 of the Clean Water Act
USACE Section 10 Permit	Rivers and Harbors Act of 1899
<i>U.S. Coast Guard (USCG)</i>	
US Coast Guard Section 9 Bridge Permit	Rivers and Harbors Act of 1899
STATE	
<i>New Jersey Department of Environmental Protection (NJDEP)</i>	
Waterfront Development Permit	N.J.A.C. 7:7E (Coastal Zone Management Rules)
Tidelands Instrument (License, Grant)	N.J.S.A. 12:3 (Tidelands Act)
Freshwater Wetlands (GP, IP)	N.J.A.C. 7:7A (Freshwater Wetlands Protection Act Rules)
Coastal Wetlands (GP)	N.J.A.C. 7:7 (Coastal Permit Program Rules)
NJPDES (Construction Activities -5G3, Stormwater Management)	N.J.A.C. 7:8 (Stormwater Management Rules)
<i>Soil Conservation District (SCD)</i>	
Freehold (Monmouth & Middlesex) Soil Erosion Sediment Control Certification	Soil Erosion and Sediment Control Act, Chapter 251, P.L. 1975, N.J.A.C. 2:90-1, NJPDES Stormwater Phase II Program in conjunction with NJDEP Division of Water Quality

Task 5 - Deliverables:

1. Regulatory analysis of potential permits
2. Annotated table of required permits and schedule for permits
3. Identification of additional studies/agency coordination for permits

Task 6 – Site Remediation

The proposed project will be assigned as the Linear Construction Project (LCP) in accordance with NJDEP Linear Construction Technical Guidance (LCTG). The LCTG is designed to help the Linear Construction Entity (LCE) ensure that contamination encountered during the project is handled in a manner that is protective of human health, safety and the environment. This guidance applies to any LCP that will result in excavation of more than 200 cubic yards of contaminated soil over the duration of the LCP and includes one or more contaminated properties. Under this guidance, the person conducting the LCP is not required to delineate or remediate contamination outside the limits of the excavation areas within the LCP corridor.

As indicated above, as part of the early scope of work, the Consultant Team will perform a limited due diligence of areas within the identified corridor. The Consultant Team will use existing Environmental Database Report (EDR) to research information for property within 1,000 feet of the corridor; NJDEP Geoweb, USEPA, and other readily available databases will be reviewed to evaluate the contaminated sites within the project area.

Task 6 - Deliverables:

1. Preliminary Site Assessment

July 8, 2015

ADDENDUM NO. 4

**Re: NJ TRANSIT Request for Proposal (RFP) No. 15-044
Design, Engineering and Construction Assistance Services
For The Replacement of Raritan River Drawbridge**

To Whom It May Concern:

Proposers are hereby advised of the following additions and/or clarifications to the above referenced project for which sealed Technical Proposals must be received at the NJ TRANSIT, Procurement Department, 6th Floor, One Penn Plaza East, Newark, New Jersey 07105-2246, Attention: Bid Desk on or before **2:00 p.m., Thursday, July 16, 2015.**

I. GENERAL PROJECT INFORMATION

1. RFP Section V, Proposal Requirements – Technical Proposal Format

Add the following to Consultant Certifications (RFP Page 64):

Prime Consultants and Subconsultants must submit the following with the Technical Proposal submittal in a separate sealed envelope:

- Non-Collusion Affidavit
- Contractor's Certification of Eligibility
- Affidavit of Compliance (Code of Vendor Ethics)
- Certification of Contracts, Grants, Loans & Cooperative Agreements
- Business Registration Certificate

Prime Consultants ONLY must submit the following with the Technical Proposal submittal:

- Acknowledgement of Receipt of Addenda
- Statement of Joint Venture (if applicable)
- Ownership Disclosure
- Disclosure of Investment Activities in Iran
- Source Disclosure Certification

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 5) shall be included as part of the proposal. Failure to acknowledge receipt of all addenda may render proposals nonresponsive.

Sincerely,

A handwritten signature in black ink that reads "Taishida Chapman". The signature is written in a cursive, flowing style.

Taishida S. Chapman
Principal Contract Specialist

July 30, 2015

ADDENDUM NO. 5

**Re: NJ TRANSIT Request for Proposal (RFP) No. 15-044
Design, Engineering and Construction Assistance Services
For The Replacement of Raritan River Drawbridge**

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 Exhibit No. 1 – NJ TRANSIT’s Professional Services Agreement, Article 12 entitled “Insurance” – Professional Liability Coverage.

A correction needs to be made to Article 12 entitled “Insurance” to NJ TRANSIT’s updated Professional Service Agreement provided via Addendum No. 1 dated June 19, 2015.

Professional Liability Insurance Limits for Prime Consultants:

\$10,000,000 for any one claim and annual aggregate with a deductible not to exceed \$500,000 for any one claim, unless approved otherwise by NJ TRANSIT.

Professional Liability Insurance Limits for Subconsultants who perform design engineering services:

\$5,000,000 for any one claim and annual aggregate with a deductible not to exceed \$500,000 for any one claim, unless approved otherwise by NJ TRANSIT.

2. Insurance Coverage Limits for Subconsultants

NJ TRANSIT will review on a case-by-case basis the detailed scope of services for each of the subconsultants and the specific insurance coverage limits being requested for the subconsultants. Once this information is received, NJ TRANSIT can determine what are the appropriate insurance coverages based on what the subconsultants will actually be doing in regards to the project.

3. RFP Exhibit No. 1 – NJ TRANSIT's Professional Services Agreement, Article 11 entitled "Indemnification".

Article 11 entitled "Indemnification" should read as follows:

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

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

NJ TRANSIT WILL NOT ACCEPT ANY DELETIONS OR ADDITIONS TO ARTICLE 11 - INDEMNIFICATION.

FOR PROSPECTIVE PROPOSERS ONLY

NJ TRANSIT is issuing this Addendum electronically via e-mail using delivery and read receipts tracking which will provide NJ TRANSIT with the Acknowledgement that the prospective proposers have received Addendum No. 5.

An Authorized representative of your organization shall also acknowledge receipt of this information by signing the enclosed acknowledgement form and returning it to the undersigned in the Procurement Department by Thursday, August 6, 2015.

Sincerely,

A handwritten signature in cursive script that reads "Taishida Chapman".

Taishida S. Chapman
Principal Contract Specialist

ADDENDUM ACKNOWLEDGMENT

NJ TRANSIT Request for Proposal (RFP) No. 15-044

Acknowledgement is hereby made of the receipt of Addendum No. 5, dated July 30, 2015, 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.

(Name of Firm) _____

(Signature) _____

(Title) _____

(Date) _____

**NJ TRANSIT CONTRACT NO. 15-044
RARITAN RIVER BRIDGE REPLACEMENT
PHASE I - CONCEPTUAL AND PRELIMINARY DESIGN**

CONSULTANT CERTIFICATIONS

CERTAIN ATTACHMENTS FOR THIS SECTION ARE NOT REPRINTED HERE
DUE TO SIZE

***Contractors Certification of
Eligibility***

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The Hardesty & Hanover, LLC (Insert Name of Company) hereby certifies that it is not listed on the State of New Jersey, Department of Labor and Workforce Development, Division of Wages and Hour Compliance, Prevailing Wage Debarment List or on the State of New Jersey, Department of Treasury, Consolidated Debarment Report.

Hardesty & Hanover, LLC (Insert Name of Company) is currently registered and active with no exclusion on the consolidated U.S. Government, Systems for Award Management (SAM) database.



Signature

Sean A. Bluni

Type or Print Name

Principal/Chief Executive Officer

Title

6/18/15

Date

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The Gannett Fleming, Inc. (Insert Name of Company) hereby certifies that it is not listed on the State of New Jersey, Department of Labor and Workforce Development, Division of Wages and Hour Compliance, Prevailing Wage Debarment List or on the State of New Jersey, Department of Treasury, Consolidated Debarment Report.

Gannett Fleming, Inc. (Insert Name of Company) is currently registered and active with no exclusion on the consolidated U.S. Government, Systems for Award Management (SAM) database.

M. T. McNamara
Signature

Michael T. McNamara, P.E.
Type or Print Name

Vice President
Title

June 11, 2015
Date

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The firm of Haley & Aldrich, Inc. hereby certifies that it is not listed on the State of New Jersey, Department of Labor and Workforce Development, Division of Wages and Hour Compliance, Prevailing Wage Debarment List or on the State of New Jersey, Department of Treasury, Consolidated Debarment Report.

Haley & Aldrich, Inc. is currently registered and active with no exclusion on the consolidated U.S. Government, Systems for Award Management (SAM) database.



Signature

Edward M. Zamiskie Jr.

Type or Print Name

Vice President

Title

6/26/15

Date

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The Griffin Engineering, LLC (Insert Name of Company) hereby certifies that it is not listed on the State of New Jersey, Department of Labor and Workforce Development, Division of Wages and Hour Compliance, Prevailing Wage Debarment List or on the State of New Jersey, Department of Treasury, Consolidated Debarment Report.

Griffin Engineering, LLC (Insert Name of Company) is currently registered and active with no exclusion on the consolidated U.S. Government, Systems for Award Management (SAM) database.



Signature

Joseph Griffin Sr

Type or Print Name

Member

Title

07-29-15

Date

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The Naik Consulting Group, PC (Insert Name of Company) hereby certifies that it is not listed on the State of New Jersey, Department of Labor and Workforce Development, Division of Wages and Hour Compliance, Prevailing Wage Debarment List or on the State of New Jersey, Department of Treasury, Consolidated Debarment Report.

Naik Consulting Group, PC (Insert Name of Company) is currently registered and active with no exclusion on the consolidated U.S. Government, Systems for Award Management (SAM) database.



Signature

John Tan

Type or Print Name

Vice President

Title


June 30, 2015

Date

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The Envision Consultants, Ltd. (Insert Name of Company) hereby certifies that it is not listed on the State of New Jersey, Department of Labor and Workforce Development, Division of Wages and Hour Compliance, Prevailing Wage Debarment List or on the State of New Jersey, Department of Treasury, Consolidated Debarment Report.

Envision Consultants, Ltd. (Insert Name of Company) is currently registered and active with no exclusion on the consolidated U.S. Government, Systems for Award Management (SAM) database.



Signature

Victoria Malaszecki, MBA

Type or Print Name

President & CEO

Title

June 19, 2015

Date

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The RADIN CONSULTING , INC. (Insert Name of Company) hereby certifies that it is not listed on the State of New Jersey, Department of Labor and Workforce Development, Division of Wages and Hour Compliance, Prevailing Wage Debarment List or on the State of New Jersey, Department of Treasury, Consolidated Debarment Report.

RADIN CONSULTING , INC. (Insert Name of Company) is currently registered and active with no exclusion on the consolidated U.S. Government, Systems for Award Management (SAM) database.



Signature

CHITRA RADIN

Type or Print Name

PRESIDENT

Title

6/24/2015

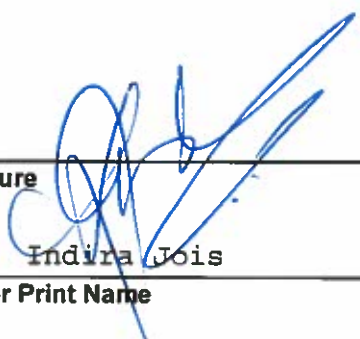
Date

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The JCMS, Inc. (Insert Name of Company) hereby certifies that it is not listed on the State of New Jersey, Department of Labor and Workforce Development, Division of Wages and Hour Compliance, Prevailing Wage Debarment List or on the State of New Jersey, Department of Treasury, Consolidated Debarment Report.

JCMS, Inc. (Insert Name of Company) is currently registered and active with no exclusion on the consolidated U.S. Government, Systems for Award Management (SAM) database.

Signature



Indira Jois

Type or Print Name

Vice President

Title

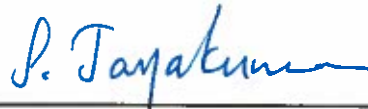
06/25/2015

Date

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The SJH Engineering, P.C. (Insert Name of Company) hereby certifies that it is not listed on the State of New Jersey, Department of Labor and Workforce Development, Division of Wages and Hour Compliance, Prevailing Wage Debarment List or on the State of New Jersey, Department of Treasury, Consolidated Debarment Report.

SJH Engineering, P.C. (Insert Name of Company) is currently registered and active with no exclusion on the consolidated U.S. Government, Systems for Award Management (SAM) database.



Signature

S. Jayakumar, PhD, PE
Type or Print Name

Principal of SJH Engineering, P.C.
Title

June 24, 2015
Date

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The Jersey Boring & Drilling Co., Inc. (Insert Name of Company) hereby certifies that it is not listed on the State of New Jersey, Department of Labor and Workforce Development, Division of Wages and Hour Compliance, Prevailing Wage Debarment List or on the State of New Jersey, Department of Treasury, Consolidated Debarment Report.

Jersey Boring & Drilling Co., Inc. (Insert Name of Company) is currently registered and active with no exclusion on the consolidated U.S. Government, Systems for Award Management (SAM) database.

Signature

Shelley Lach

Shelley Lach
Type or Print Name


President
Title

06-25-15
Date

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The A. Esteban & Co., Inc. (Insert Name of Company) hereby certifies that it is not listed on the State of New Jersey, Department of Labor and Workforce Development, Division of Wages and Hour Compliance, Prevailing Wage Debarment List or on the State of New Jersey, Department of Treasury, Consolidated Debarment Report.

A. Esteban & Co., Inc. (Insert Name of Company) is currently registered and active with no exclusion on the consolidated U.S. Government, Systems for Award Management (SAM) database.



Signature

Alfonso C. Esteban

Type or Print Name

Pres.

Title

7/3/15

Date

Affidavit of Compliance

AFFIDAVIT OF COMPLIANCE

I, Sean A. Bluni (name of individual), executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as "Contractor", presently seeking to do business with NJ TRANSIT by way of a Request for Proposals ("RFP") or Invitation for Bids ("IFB"), hereby warrant and affirm to NJ TRANSIT as 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.

Hardesty & Hanover, LLC

(Print Name of Contractor)



(Signature of Authorized Principal or Officer)

Principal/Chief Executive Officer

(Print Name and Title of Signator)

AFFIDAVIT OF COMPLIANCE

I, Michael T. McNamara, P.E. (name of individual), executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as "Contractor", presently seeking to do business with NJ TRANSIT by way of a Request for Proposals ("RFP") or Invitation for Bids ("IFB"), hereby warrant and affirm to NJ TRANSIT as 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.

Gannett Fleming, Inc.

(Print Name of Contractor)



(Signature of Authorized Principal or Officer)

Michael T. McNamara, P.E., Vice President

(Print Name and Title of Signator)

AFFIDAVIT OF COMPLIANCE

I, Edward M. Zamiskie, Jr. (*name of individual*), executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as "Contractor", presently seeking to do business with NJ TRANSIT by way of a Request for Proposals ("RFP") or Invitation for Bids ("IFB"), hereby warrant and affirm to NJ TRANSIT as 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.

____Haley & Aldrich, Inc._____
(Print Name of Contractor)



(Signature of Authorized Principal or Officer)

____Edward M. Zamiskie, Jr._____
(Print Name and Title of Signator)

AFFIDAVIT OF COMPLIANCE

I, Joseph Griffin Sr (name of individual), executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as "Contractor", presently seeking to do business with NJ TRANSIT by way of a Request for Proposals ("RFP") or Invitation for Bids ("IFB"), hereby warrant and affirm to NJ TRANSIT as 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.

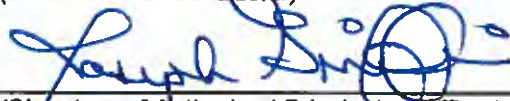
4. The Contractor warrants and affirms that during the RFP or IFB process for the contract with NJ TRANSIT, Contractor has not and will not make any offers of employment to any member of the NJ TRANSIT Board of Directors, officer or employee directly involved with this contract or solicit or interview 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.

Griffin Engineering, LLC

(Print Name of Contractor)



(Signature of Authorized Principal or Officer)

Joseph Griffin Sr, Member

(Print Name and Title of Signator)

AFFIDAVIT OF COMPLIANCE

I, John Tan (name of individual), executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as "Contractor", presently seeking to do business with NJ TRANSIT by way of a Request for Proposals ("RFP") or Invitation for Bids ("IFB"), hereby warrant and affirm to NJ TRANSIT as 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.

Naik Consulting Group, PC
(Print Name of Contractor)



(Signature of Authorized Principal or Officer)

John Tan, Vice President
(Print Name and Title of Signator)

AFFIDAVIT OF COMPLIANCE

I, Victoria Malaszecki, MBA (name of individual), executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as "Contractor", presently seeking to do business with NJ TRANSIT by way of a Request for Proposals ("RFP") or Invitation for Bids ("IFB"), hereby warrant and affirm to NJ TRANSIT as 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.

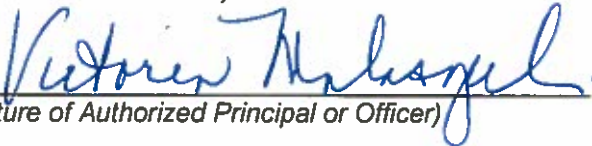
4. The Contractor warrants and affirms that during the RFP or IFB process for the contract with NJ TRANSIT, Contractor has not and will not make any offers of employment to any member of the NJ TRANSIT Board of Directors, officer or employee directly involved with this contract or solicit or interview 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.

Envision Consultants, Ltd.

(Print Name of Contractor)



(Signature of Authorized Principal or Officer)

Victoria Malaszecki, MBA / President & CEO

(Print Name and Title of Signator)

AFFIDAVIT OF COMPLIANCE

I, Chitra R Radin (name of individual), executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as "Contractor", presently seeking to do business with NJ TRANSIT by way of a Request for Proposals ("RFP") or Invitation for Bids ("IFB"), hereby warrant and affirm to NJ TRANSIT as 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.

RADIN CONSULTING, INC.

(Print Name of Contractor)



(Signature of Authorized Principal or Officer)

CHITRA R. RADIN, PRESIDENT

(Print Name and Title of Signator)

AFFIDAVIT OF COMPLIANCE

I, Indira Jois (name of individual), executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as "Contractor", presently seeking to do business with NJ TRANSIT by way of a Request for Proposals ("RFP") or Invitation for Bids ("IFB"), hereby warrant and affirm to NJ TRANSIT as follows:

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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".

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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.

JCMS, Inc.

(Print Name of Contractor)

(Signature of Authorized Principal or Officer)

Indira Jois, Vice President

(Print Name and Title of Signator)

AFFIDAVIT OF COMPLIANCE

I, S. Jayakumaran, PhD, PE (name of individual), executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as "Contractor", presently seeking to do business with NJ TRANSIT by way of a Request for Proposals ("RFP") or Invitation for Bids ("IFB"), hereby warrant and affirm to NJ TRANSIT as follows:

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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.

SJH Engineering, P.C.

(Print Name of Contractor)



(Signature of Authorized Principal or Officer)

S. Jayakumar, PhD, PE - Principal of SJH Engineering, P.C.

(Print Name and Title of Signator)

AFFIDAVIT OF COMPLIANCE

I, Shelley Lach (name of individual), executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as "Contractor", presently seeking to do business with NJ TRANSIT by way of a Request for Proposals ("RFP") or Invitation for Bids ("IFB"), hereby warrant and affirm to NJ TRANSIT as follows:

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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".

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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.

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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.

Jersey Boring & Drilling Co., Inc.
(Print Name of Contractor)


(Signature of Authorized Principal or Officer)

Shelley Lach, President
(Print Name and Title of Signator)

AFFIDAVIT OF COMPLIANCE

I, Alfonso C. Esteban (name of individual), executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as "Contractor", presently seeking to do business with NJ TRANSIT by way of a Request for Proposals ("RFP") or Invitation for Bids ("IFB"), hereby warrant and affirm to NJ TRANSIT as follows:

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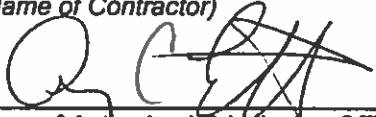
3. Contractor warrants and affirms that during the bidding or proposal process for the contract with NJ TRANSIT, no gratuities or other inducements have been offered or given or will be offered or given in any form including gifts, gratuities, benefits, inducements, meals (other than *de minimis* valued 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.

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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.

Alfonso C. Esteban / A. Esteban & Co., Inc.
(Print Name of Contractor)


(Signature of Authorized Principal or Officer)

Alfonso C. Esteban, Pres.
(Print Name and Title of Signator)

***Certification of Grants, Loans &
Cooperative Agreements***

NEW JERSEY TRANSIT CORPORATION

RFP NO. 15-044

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS**

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

Sean A. Bluni
Print Name

Principal/Chief Executive Officer
Title

Hardesty & Hanover, LLC
Firm

6/19/15
Date

NEW JERSEY TRANSIT CORPORATION

RFP NO. 15-044

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS**

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Signature of Authorized Official

Michael T. McNamara, P.E.

Print Name

Vice President

Title

Gannett Fleming, Inc.

Firm

June 11, 2015

Date

NEW JERSEY TRANSIT CORPORATION

RFP NO. 15-044

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
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Signature of Authorized Official

Edward M. Zamiskie, Jr.

Print Name

Vice President

Title

Haley & Alrich, Inc.

Firm

6/26/15

Date

NEW JERSEY TRANSIT CORPORATION

RFP NO. 15-044

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Signature of Authorized Official

Joseph Griffin

Print Name

Member

Title

Griffin Engineering, LLC

Firm

6-26-15

Date

NEW JERSEY TRANSIT CORPORATION

RFP NO. 15-044

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS**

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Signature of Authorized Official

John Tan

Print Name

Vice President

Title

Naik Consulting Group, PC

Firm

June 30, 2015

Date

NEW JERSEY TRANSIT CORPORATION

RFP NO. 15-044

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS**

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Signature of Authorized Official

Victoria Malaszecki, MBA

Print Name

President & CEO

Title

Envision Consultants, Ltd.

Firm

June 19, 2015

Date

NEW JERSEY TRANSIT CORPORATION

RFP NO. 15-044

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
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Signature of Authorized Official

CHITRA RADIN

Print Name

PRESIDENT

Title

RADIN CONSULTING, INC.

Firm

6/25/2015

Date

NEW JERSEY TRANSIT CORPORATION

RFP NO. 15-044

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
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Signature of Authorized Official

Indira Jois

Print Name

Vice President

Title

JCMS, Inc.

Firm

06/25/2015

Date

NEW JERSEY TRANSIT CORPORATION

RFP NO. 15-044

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS**

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

S. Jayakumar, PhD, PE

Print Name

Principal

Title

SJH Engineering, P.C.

Firm

June 24, 2015

Date

NEW JERSEY TRANSIT CORPORATION

RFP NO. 15-044

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Signature of Authorized Official

Shelley Lach

Print Name

President

Title

Jersey Boring & Drilling Co., Inc.

Firm

06-25-15

Date

NEW JERSEY TRANSIT CORPORATION

RFP NO. 15-044

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

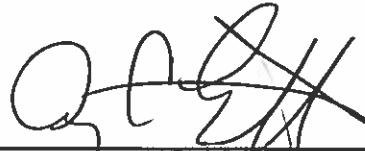
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Signature of Authorized Official

Alfonso C. Esteban

Print Name

President

Title

A. Esteban & Co., Inc.

Firm

7/3/15

Date

**NJ TRANSIT AGREEMENT NO. 15-044
RARITAN RIVER BRIDGE REPLACEMENT PROJECT –
PHASE I - CONCEPTUAL AND PRELIMINARY DESIGN SERVICES**

PURCHASE ORDER



The Way To Go.

ONE PENN PLAZA EAST
NEWARK, NJ 07105-2246



PURCHASE ORDER INSTRUCTIONS

- ALL PACKAGES MUST BE ACCOMPANIED BY A PACKING SLIP.
- REFERENCE PURCHASE ORDER NUMBER AND NJT CATALOG NUMBER ON ALL INVOICES, PACKING SLIPS AND BILLS OF LADING.
- VENDOR MUST SUPPLY ORIGINAL INVOICE AND ANY FREIGHT BILLS IN EXCESS OF \$100 TO:
NJ TRANSIT ACCOUNTS PAYABLE
P.O. BOX 5519
NEWARK, NJ 07105-5519
- VENDOR MUST ALSO SUPPLY COPY OF INVOICE TO CONSIGNEE.
- VENDOR: IF PRICE ON PO DOES NOT MATCH, DO NOT SHIP MATERIAL, CONTACT BUYER.

HOW TO CONTACT ACCOUNTS PAYABLE
 VOICE: 973-491-8399 FAX: 973-491-4621
 E-MAIL: APHELP@NJTRANSIT.COM

PURCHASE ORDER & RELEASE NO L-98080		REV NO 2
VENDOR NO 70106172	ISSUE DATE 04/20/16	
DATE CHANGED 07/08/16	PAGE NO 1	
PURCHASING FAX: 973-491-7547		

VENDOR: HARDESTY HANOVER LLC
 1501 BROADWAY
 3RD FLOOR
 NEW YORK, NEW YORK 10036

SHIP TO: NJ TRANSIT HEADQUARTERS
 *DELIVER 9-11 AM OR 2-4 PM ONL
 ONE PENN PLAZA EAST
 NEWARK, NJ 07105

BUYER: Taishida Chapman 973-491-8476 CPRCTSC@NJTRANSIT.COM
 CHANGE ORDER - DO NOT DUPLICATE

NJ TRANSIT IS EXEMPT FROM NJ SALES & USE TAXES PURSUANT TO SECT 9(A)(1), OF NJSA 54:32B-1 ET SEQ.
 FEDERAL T.I.N.: 22-228-1352
 TAX EXEMPT #'S 21-60000928 (NJ)
 22-75-0050K (FEDERAL)

TERMS NET 30	FREIGHT TERMS	FOB DELIVERED	SHIP VIA BEST WAY	BUYER NO 081
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NJ TRANSIT ETHICS CODE: NJ TRANSIT IS AN INSTRUMENTALITY OF THE STATE OF NEW JERSEY AND ITS EMPLOYEES AND OFFICERS AND MEMBERS OF THE NJ TRANSIT BOARD OF DIRECTORS ARE PUBLIC SERVANTS AND ARE GOVERNED BY CIVIL AND CRIMINAL LAWS THAT CONTROL HOW NJ TRANSIT AND ITS PERSONNEL CONDUCT BUSINESS WITH VENDORS, CONTRACTORS AND CONSULTANTS. THESE PROVISIONS INCLUDE THE CONFLICTS OF INTEREST LAW, NJSA 52:130-12; THE GIFTS TO PUBLIC SERVANTS LAW, NJSA 2C:27-6; AND THE COMPENSATION FOR PAST OFFICIAL BEHAVIOR LAW, NJSA 2C:27-4. THESE PROVISIONS CONTAIN UNEQUIVOCAL AND STRINGENT RESTRICTIONS RELATING TO GIFTS AND GRATUITIES BY ANY NJ TRANSIT EMPLOYEE OR ANY PERSON, COMPANY OR ENTITY DOING BUSINESS WITH OR WANTING TO DO BUSINESS WITH NJ TRANSIT. THE TERM "GIFT" INCLUDES ALL THINGS AND OBJECTS, TANGIBLE OR INTANGIBLE INCLUDING SERVICES, GRATUITIES, 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 GIFTS TO ANY NJ TRANSIT EMPLOYEE. DO NOT, UNDER ANY CIRCUMSTANCES, TEMPT OR PUT AN NJ TRANSIT EMPLOYEE IN THE AWKWARD POSITION OF HAVING TO REFUSE A GIFT OR RETURN A GIFT NO MATTER HOW WELL INTENTIONED OR INNOCUOUS THE GIFT MAY BE.

LINE ITEM	QUANTITY	UNIT OF MEASURE	NJT CATALOG NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
* 1	9,380,041.00	\$	88	CONTRACT/BID NO: 15-044 NJ TRANSIT CONTRACT NO. 15-044 RARITAN RIVER BRIDGE REPLACEMENT PROJECT PROGRAM MANAGER: DON BLAZINA X7186 ***** MR#ERO9 6915 PROM DATE: 04/21/16 GL#8840 99950371 PXB2200 NJ TRANSIT CONTRACT NO. 15-044 RARITAN RIVER BRIDGE REPLACEMENT PROJECT. PM: DON BLAZINA X7186 PHASE I - CONCEPTUAL AND PRELIMINARY DESIGN FOR THE RARITAN RIVER BRIDGE REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$9,380,041.00. THE TOTAL EXPENDITURE AMOUNT FOR THIS LINE SHALL NOT EXCEED \$9,380,517.07.	1.0000	9,380,041.0000
						CONTINUE

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

See Page 2

AUTHORIZED NJ TRANSIT SIGNATURE/DATE



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ONE PENN PLAZA EAST
NEWARK, NJ 07105-2246



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PURCHASE ORDER & RELEASE NO L-98080		REV NO 2
VENDOR NO 70106172	ISSUE DATE 04/20/16	
DATE CHANGED 07/08/16	PAGE NO 2	
PURCHASING FAX: 973-491-7547		

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LINE ITEM	QUANTITY	UNIT OF MEASURE	NJT CATALOG NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT	
				REFER TO NJ TRANSIT CONTRACT NO. 15-044 FOR THE COMPLETE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS LINE SATISFIES E-REQ. ERO96915. *****			
ORIG AMT	200,000.00		PREV CHANGE	0.00	THIS CHANGE	9,180,041.00	
						** TOTAL:	\$9,380,041.00

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AUTHORIZED NJ TRANSIT SIGNATURE/DATE
Taishida Chapman 7/27/16