

Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
Jamie Fox, Board Chairman
Veronique Hakim, Executive Director


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

June 2, 2015

To Whom It May Concern:

The New Jersey Transit Corporation (NJ TRANSIT) is issuing this Request for Proposal (RFP) to obtain proposals from qualified Consulting firms to provide Design, Engineering and Construction Assistance Services for the Replacement of Raritan River Drawbridge Project.

NJ TRANSIT is requesting proposals from firms with the intention of negotiating a contract with the organization(s) whose qualifications and proposal is in the the best interest and offers the best value to NJ TRANSIT. Background information, project description, instructions for the proposers and evaluation criteria are included in the enclosed material. **Any exceptions to the enclosed documents must be submitted in writing no later than 4:00 p.m., Tuesday, June 23, 2015. Exceptions to the contract terms and conditions received after the time stated may not be entertained.**

NJ TRANSIT reserves the right to reject any and all proposal(s). Contract award is subject to Consultant agreement to NJ TRANSIT terms and conditions set forth in this RFP.

NJ TRANSIT requires the full cooperation of Consultants in meeting the corporation's commitments and goals with regard to utilizing the services of Disadvantaged Business Enterprises (DBE). NJ TRANSIT encourages majority firms to subcontract with DBE firms to work on this project. A Race Conscious twenty percent (20%) DBE goal has been assigned to this project.

A Preproposal Conference has been scheduled for Monday, June 15, 2015 at 10:00 a.m., at NJ TRANSIT Headquarters in 9th Floor Board Room located at One Penn Plaza East, Newark, New Jersey for the purpose of answering questions and providing directives and clarification. All interested firms are urged to attend.

A Technical Evaluation Committee (TEC) comprised of NJ TRANSIT staff has been appointed to review the proposals and recommend the Consultant based on the evaluation criteria described herein. Upon completion of the TEC's technical evaluation of the proposals, oral presentations will be requested from those firms whose technical proposal falls within the competitive range. The Procurement Department will contact all respondents regarding their status at the completion of the evaluation process.

Your technical proposal should consist of one (1) original and seven (7) copies, sealed and labeled as such must be submitted on or before Thursday, July 16, 2015 at 2:00 p.m. and addressed as follows:

NJ TRANSIT
Procurement Department, 6th Floor
One Penn Plaza East
Newark, New Jersey 07105-2246
Attn: Bid Room
Re: RFP NO. 15-044

Firms will be fully responsible for the delivery of their proposals. Reliance upon the U.S. Mail or other carriers is at proposer's risk. Late submissions may not be considered.

All questions concerning this project must be directed to the above address with the appropriate RFP number clearly referenced on the envelope and correspondence, and directed to the attention of the Bid Desk. **Questions must be in writing and received by NJ TRANSIT no later than 4:00 p.m., Tuesday, June 23, 2015. Requests for information may be faxed to the attention of the undersigned at (973) 232-4829 or forwarded by email in a non-scanned electronic format to Taishida Chapman at tchapman@njtransit.com.**

Questions regarding the DBE goal and requirements ONLY should be directed to Ms. Jacquelin Rush-Gilbert of NJ TRANSIT's Office of Business Development at 973-491-8061.

Consultants are required to register with the Department of Treasury, Division of Revenue prior to conducting business with NJ TRANSIT.

All bids, proposals, contracts, laws and related documentation will be subject to the financial assistance contract between the project sponsor and the U.S. Department of Transportation, under the Federal Transit Act of 1964, as amended, based upon availability of funds.

NJ TRANSIT reserves the right to cancel the award of any contract before execution if NJ TRANSIT deems such cancellation to be in its best interest. In no event will NJ TRANSIT have any liability for the cancellation of such award. The Consultant assumes sole risk and responsibility for expenses prior to execution of contract.

This letter should not be interpreted as an award of a contract nor as a commitment to reimburse for any cost incurred in the preparation of a proposal. We look forward to receiving and reviewing your proposal.

Sincerely,



Taishida S. Chapman
Principal Contract Specialist
Procurement Department

NEW JERSEY TRANSIT CORPORATION

REQUEST FOR PROPOSAL (RFP) NO. 15-044

**DESIGN, ENGINEERING AND CONSTRUCTION ASSISTANCE
SERVICES**

FOR THE REPLACEMENT OF RARITAN RIVER DRAWBRIDGE



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> |
|-------------|-------------------------|-------------------------|-------------------------|
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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) |

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 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. |

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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 cursive script that reads "Taishida Chapman".

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,



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) _____

NEW JERSEY TRANSIT CORPORATION

**DESIGN, ENGINEERING AND CONSTRUCTION ASSISTANCE SERVICES
FOR THE REPLACEMENT OF RARITAN RIVER DRAWBRIDGE**

REQUEST FOR PROPOSAL NO. 15-044

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NEW JERSEY TRANSIT CORPORATION
DESIGN, ENGINEERING AND CONSTRUCTION ASSISTANCE SERVICES
FOR THE REPLACEMENT OF RARITAN RIVER DRAWBRIDGE

REQUEST FOR PROPOSAL NO. 15-044

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- 1. NJ TRANSIT Professional Services Agreement
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- 3. Equal Employment Opportunity Requirements
- 4. DBE Requirements and Forms
- 5. Acknowledgement of Receipt of Addenda
- 6. Statement of Joint Venture (if applicable)
- 7. Non-Collusion Affidavit
- 8. Contractor's Certification of Eligibility
- 9. Affidavit of Compliance (Code of Vendor Ethics)
- 10. Certification of Contracts, Grants, Loans & Cooperative Agreements
- 11. Ownership Disclosure
- 12. Disclosure of Investment Activities in Iran
- 13. Source Disclosure Certification

NEW JERSEY TRANSIT CORPORATION

DESIGN, ENGINEERING AND CONSTRUCTION ASSISTANCE SERVICES FOR THE REPLACEMENT OF RARITAN RIVER DRAWBRIDGE REQUEST FOR PROPOSAL NO. 15-044

I. GENERAL PROJECT INFORMATION

- A. The New Jersey Transit Corporation (NJ TRANSIT) is issuing this Request for Proposal (RFP) to solicit professional firms for engineering work associated with the Replacement of Raritan River Drawbridge which carries the North Jersey Coastline over the Raritan River between Perth Amboy and South Amboy, New Jersey.

This project is being implemented under Federal Transit Administration's (FTA) Resilience Projects in response to Superstorm Sandy as shown in the Federal Register: Volume 79, No. 214 dated November 5, 2014.

The goal of this RFP is to engage a Consultant to produce the construction documents (and all ancillary support) necessary to replace this bridge with a new movable bridge constructed off line.

This contract will be divided into three (3) distinct phases:

- Phase I.** Conceptual and Preliminary Design (0%-30%)
- Phase II.** Preparation of Final Design Engineering (30%-100%)
- Phase III.** Construction Support Services

Costs associated with the various Phases and Tasks will be negotiated and a fixed, not-to exceed cost will be established. Additional or unauthorized costs incurred by the Consultant will not be reimbursed.

NJ TRANSIT reserves the right to reject any and all proposal(s). Contract award is subject to the availability of funds and Consultant agreement to NJ TRANSIT terms and conditions.

All proposers are notified that NJ TRANSIT reserves the right to delete or modify any task from the Scope of Services at any time during the course of the contract. NJ TRANSIT also reserves the right to approve all subconsultants.

Prior to the execution of this contract by NJ TRANSIT and before commencing any performance hereunder, the Consultant shall provide NJ TRANSIT with the required proof(s) of insurance as set forth in Section 11 of Exhibit 1.

All proposers are notified that it is NJ TRANSIT policy that Consultants who do or may do business with NJ TRANSIT must avoid all situations where proprietary or financial interest, or the opportunity for financial gain could lead a NJ TRANSIT officer or employee to secure favored treatment for any organization or individual.

Proposers must avoid all circumstances and conduct which may not constitute actual wrongdoing, of conflict or interest, but might nevertheless appear questionable to the general public, thus compromising the integrity of NJ TRANSIT. All proposers must comply with the NJ TRANSIT Code of Ethics as set forth in Section 27 of Exhibit 1.

In addition, proposers are advised that communications with NJ TRANSIT that in any way relate to this project shall be conducted with or through the authorized representative of the Contracting Officer in NJ TRANSIT's Division of Procurement. All other contacts are strictly prohibited and are considered improper. Proposers are advised that violation of this prohibition may result in the removal of the Proposer from consideration for this contract and possible suspension/debarment.

B. ANTICIPATED CONSULTANT SELECTION SCHEDULE

| <u>Action</u> | <u>Date</u> |
|------------------------------|-----------------------------|
| Solicit Proposals | June 2, 2015 |
| Pre-Proposal Conference | June 15, 2015 at 10:00 a.m. |
| Requests for Information Due | June 23, 2015 at 4:00 p.m. |
| Proposal Due Date | July 16, 2015 at 2:00 p.m. |
| Oral Presentations | August 18-20, 2015 |
| Selection of Firm | August 31, 2015 |
| Begin Negotiations | September 9-11, 2015 |
| Board Approval | November 2015 |
| Notice to Proceed (NTP) | December 2015 |

C. PRE-PROPOSAL CONFERENCE

Each Proposer shall completely familiarize itself with the nature of the work to be accomplished and the type of equipment, facilities and skills required to meet the scope of the contract specifications.

In order to discuss the project and for addressing questions, NJ TRANSIT will hold a **Pre-Proposal Conference on Monday, June 15, 2015 at 10:00 a.m.** in the 9th Floor Board Room at NJ TRANSIT Headquarters located at One Penn Plaza East, Newark, New Jersey adjacent to Newark Penn Station. The location is easily accessible to Newark Liberty International Airport by AirTrain service connecting to Newark Penn Station. To obtain driving directions please go to the NJ TRANSIT website at www.njtransit.com.

Attendance at the Pre-Proposal Conference is highly recommended but not mandatory. Recipients of this RFP that do not attend may be at a disadvantage when submitting a proposal.

D. CONTRACT DURATION

The anticipated duration of the contract, subject to continuing satisfactory

performance and availability of funds, is seven (7) years for all phases. The proposed design schedule for this project is illustrated in Attachment A.

E. REQUEST FOR INFORMATION AND ADDENDA

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.

1. Inquiries regarding the Proposal Package shall be submitted in writing to NJ TRANSIT at the following address:

NJ TRANSIT
Procurement Department
One Penn Plaza East, 6th Floor
Newark, New Jersey 07105-2246
RE: RFP No. 15-044
Attn: Taishida Chapman
tchapman@njtransit.com
973-232-4829 E-Fax

2. 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 not be bound by any informal explanation, clarification, or interpretation, oral or written, by whomever made, that is not incorporated into an addendum. Copies of all such Addenda will be mailed to each firm. Receipt of the Addenda by the firm shall be acknowledged as specified below.

A firm's failure to request a clarification, interpretation, correction or amendment will preclude such firm from, thereafter, claiming any ambiguity, inconsistency or error which should have been discovered by a reasonably prudent firm.

NJ TRANSIT reserves the right to amend the proposal package prior to the date set for receipt of proposals. Such revisions, if any, will be announced by addenda to this Request for Proposal. Copies of such addenda as may be issued will be furnished to all prospective firms. The date set for receipt of proposals may be postponed by such number of days as in the opinion of the

Contracting Officer will enable firms to revise their proposal forms. In such cases, the addenda will include the new date for receipt of proposals.

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 technical proposal. Failure to acknowledge receipt of all addenda may render proposals non-responsive.

F. JOINT VENTURE

A firm consisting of more than one business entity must clearly identify itself in the proposal as a joint venture. Each party to a joint venture shall provide financial data (i.e.: financial statement, D&B report, etc.) as a separate business entity. Each party to a joint venture shall bear, jointly and severally, the entire responsibility for contract performance (Exhibit 6).

G. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

The Firm will be required to comply with State Equal Employment Opportunity requirements contained in P.L. 1975, c.127 (N.J.S.A. 10:5-31 et seq.) and NJAC 17:27 (Exhibit 3).

H. DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL ASSIGNMENT

As an aid in meeting the commitment of its Disadvantaged Business Enterprise (DBE) Program, NJ TRANSIT has assigned a Race Conscious 20% DBE goal on the gross sum amount of the bid or contract for DBE subcontracting participation. All NJ Unified Certification Program (NJUCP) certified DBE firms, including suppliers, are eligible to participate in this contract.

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

The Consultant shall refer to the DBE Requirements for Federally Funded Procurement Activities (Exhibit 4) included in the RFP for the requirements concerning the DBE obligations and mandatory submissions for this contract. In accordance with those requirements, the Consultant shall identify all DBE and Non-DBE subconsultants and suppliers proposed to participate in and solicited for this contract, and complete and submit the mandatory required forms (A, A1, A2) and any applicable supplemental forms (AA, AA1, AA2) with their proposal or within seven (7) calendar days of the proposal due date. Consultants are strongly encouraged to submit these forms with the proposal to prevent delay of award. Consultants utilizing DBE firms and/or suppliers to participate in this contract shall also submit the mandatory Forms B and BB if applicable and a NJUCP DBE

certification letter for each DBE firm/supplier in accordance with the same time frame indicated above. All forms shall be completed entirely with no blank fields.

Any questions regarding the DBE requirements or the mandatory required forms for this contract should be directed to:

Ms. Jacquelin Rush-Gilbert
Senior Business Development Specialist
973-491-8061
jrush-gilbert@njtransit.com

I. DIVISION OF REVENUE

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 Treasury, Division of Revenue prior to the time a contract is awarded or authorized. The business registration form (form NJ-REG) can be found online at: <http://www.nj.gov/treasury/revenue/gettingregistered.shtml>.

Accordingly, the proposer should submit with its proposal the Business Registration Certificates for all team members, but no later than the date of contract award.

J. FIELD VISITS

Before any field visits are conducted by a Consultant, all persons visiting a Construction site or a NJ TRANSIT facility or Right-Of-Way shall successfully complete all required safety training and instruction. Refer to Section III-B for the Roadway Worker Protection requirements.

K. TECHNICAL EVALUATION COMMITTEE

A Project Technical Evaluation Committee (TEC) comprised of NJ TRANSIT staff will be responsible for reviewing written proposals and oral presentations, and recommending the project Consultant. The TEC will analyze the submitted technical proposals, which are to include project manpower estimates, for the respective phases and tasks outlined in the Scope of Services. In order to adequately evaluate the capability of submitting firms or team of firms, the proposal must address all tasks.

L. MODIFICATION OR WITHDRAWAL

Modifications of proposals already submitted shall be submitted in a sealed envelope, clearly marked with contract name and number, date of opening and name of firm before the time specified for the opening of proposals. Firms shall assume that its failure to comply with these requirements may result in the modification being opened prematurely, or not opened at all.

Proposals may be withdrawn at any time prior to the time specified for the opening of proposals by filing a written withdrawal with NJ TRANSIT, duly executed by the firm or its authorized representative. The withdrawal of a proposal does not prejudice the right of the firm to file a new proposal. Withdrawals received after the time specified for the opening of proposals will not be considered nor may any proposal be withdrawn after that time.

M. DISQUALIFICATION OF FIRMS

Submission of more than one (1) proposal from an individual, firm, partnership, corporation or combination thereof under the same or different names shall be cause for disqualification of the proposals submitted by such entities. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof is interested as a principal in more than one (1) proposal for the procurement contemplated may cause the rejection of all proposals submitted by such individual, firm, partnership, corporation or combination thereof.

N. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-55 et seq., a Proposer that, at the time of bid opening, is identified on a list created pursuant to such law by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran as described in such law, shall be ineligible to, and shall not, propose on or enter into a contract with NJ TRANSIT. As required by such law, the Proposer must complete the certification with its Proposal to attest under penalty of perjury, that neither the person or entity nor any of its parents, subsidiaries or affiliates is identified on the New Jersey Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. Failure to complete the certification will render the proposal non-responsive.

O. OWNERSHIP DISCLOSURE

Pursuant to N.J.S.A. 52:25-24.2, in the event the Proposer is a corporation, partnership or sole proprietorship, the Proposer must complete a current, Ownership Disclosure Form prior to the receipt of the proposal or accompanying the proposal. Failure to submit the form will preclude the award of a contract.

P. SOURCE DISCLOSURE REQUIREMENTS

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.

All proposers 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 proposer 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.

Accordingly, the proposer should submit with its proposal the attached Source Disclosure Certification form. If the information is not submitted with the proposal, it shall be submitted within five (5) business days of NJ TRANSIT's request.

Failure to submit sourcing information when requested by NJ TRANSIT shall preclude award of a contract to the proposer.

Breach of Contract for Shift of Services Outside the United States

If, during the term of the contract, 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 its contract, which contract shall be subject to termination for cause pursuant to Article 14 of the Agreement, unless previously approved by the Contracting Officer and the Executive Director.

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

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

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

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

stated in a cover letter, and a redacted copy of the proposal should be provided.

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

II. **PROJECT BACKGROUND AND DESCRIPTION**

A. **PROJECT BACKGROUND**

The existing Raritan River Drawbridge was constructed in 1906. It is comprised of twenty eight (28) simply supported riveted steel deck plate girder approach spans and a riveted steel truss swing span and carries two (2) electrified tracks of the North Jersey Coastline over the Raritan River between the cities of Perth Amboy and South Amboy in Middlesex County, New Jersey. The Raritan River is tidal and a navigable waterway at this location.

Significant repairs have been performed on this bridge over the years and most recently the bridge was severely damaged by Superstorm Sandy which resulted in the bridge being out of service to rail and marine traffic for eighteen days.

B. **PROJECT DESCRIPTION**

The Raritan River Drawbridge replacement project will provide a new two (2) track movable bridge across the river. The Raritan River Drawbridge is located at Milepost (MP) 0.39 on the North Jersey Coast Line. The bridge will carry electrified tracks.

As part of this replacement project it is anticipated that Essay Interlocking Milepost 0.7 will be relocated to the Perth Amboy Side of the bridge and Conrail's Essay running track to "William" will have to be reconfigured. Also any trackwork on the east approach to Raritan River Drawbridge must be coordinated with the design of the new high level platform for Perth Amboy Station.

C. **CONSULTANT QUALIFICATIONS**

Related experience is essential. The proposal shall emphasize the firm's successful design and completion through construction of **movable railroad** bridges.

The Project Manager shall have demonstrated a minimum of fifteen (15) years of relevant project experience with a significant portion managing large, interdisciplinary railroad and movable bridge design projects

III. SCOPE OF SERVICES – GENERAL

- A. The Consultant shall furnish all services as required by NJ TRANSIT in accordance with the contract. NJ TRANSIT may terminate the agreement in whole or in part at any time if the Consultant has materially failed to comply with the terms of the agreement.
- B. NJ TRANSIT will provide Railroad Protective Comprehensive General Liability Insurance coverage with respect to operations that the Consultant or any subconsultant performs while conducting work within the fouling limits of the railroad.

The Roadway Worker Safety Act requires Roadway Worker Protection (RWP) for anyone working on or near a railroad; this requirement is the responsibility of the Consultant. A certification to this effect must be presented to NJ TRANSIT prior to any Consultant or subconsultant's employee entering the Right-Of-Way; if the Consultant does not have the required training, NJ TRANSIT can and will provide it. NJ TRANSIT safety training is required prior to entering the Right-Of-Way or entering into areas in which or from which fouling of rail operations might occur. The Consultant shall fulfill all obligations and requirements for right of entry and work on NJ TRANSIT property.

- C. The Consultant shall maintain and make available, as requested, all documents, records and other evidence pertaining to service and costs thereof for a period of five (5) years from the final payment under the contract and shall be subject to audit by Office of the State Comptroller within said period.
- D. The approval of plans and specifications by NJ TRANSIT is not to be construed as authority to violate, cancel or set aside any provisions of applicable Municipal, County, State or Federal codes, laws, rules and regulations.
- E. Nothing contained in this RFP or any resultant contract is intended to relieve the Consultant of responsibility for maintaining adequate supervision and responsible charge over the design in order to endeavor to guard NJ TRANSIT against deficiencies in the design work. **The Consultant shall be required to re-design or complete any work omitted or in error, at no additional cost to NJ TRANSIT.**
- F. NJ TRANSIT's proposed design schedule for this project is illustrated in Attachment A. The selected Consultant shall be required to provide services in support of these projections. The Consultant shall allow thirty (30) calendar days for review and comment by NJ TRANSIT on each of the design submissions (10%, 30%, 60%, 90% and 100%).

IV. 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.

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;
 - 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.

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 Management 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 Feasibility Report, and Phase IB preliminary design (30% level) of a preferred alternative determined by the NEPA process.
- B. Upon acceptance of the Feasibility Report 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

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, containing required information – due 150 days after NTP.
2. Right-of-Way potential impacts including costs – include with Feasibility Report

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 Feasibility Report.
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 within Feasibility Report.
3. The Consultant shall provide Geotechnical information from their investigations to the NEPA Contractor as required.

Task 4.6 - Initial Environmental Screening:

1. The objective of this task is to ascertain whether there are potential environmental conditions that may significantly impact possible alignments planning at the conceptual stage of design. These may include archeological

and historic resources, environmental contaminants and hazardous substances, obvious wetlands areas, etc.

- a. Further, in-depth investigation, analysis and mitigation planning will be performed by the NEPA Consultant.
 - b. Additional environmental planning is required at the Preliminary Design stage of Preliminary Engineering.
 - c. Environmental Permitting will be performed at the Final Design phase.
2. The Consultant shall investigate possible environmentally sensitive sites. Potential data sources for the investigation include:
- a. The National Priorities List (NPL), published by the USEPA
 - b. The Comprehensive Environmental Responsibility Compensation and Liability Information List (CERCLIS), published by the USEPA
 - c. The Resource Conservation and Recovery Information System (RCRIS), maintained by the USEPA
 - d. The Emergency Response Notification System (ERNS), maintained by the USEPA
 - e. HABS/HAER databases
 - f. Appropriate State databases and regulatory data files
 - g. NJDEP Wetlands
 - h. National Wetlands Inventory from US Fish and Wildlife Service
 - i. NJ Inventory of Historic Places and National Register of Historic Places
3. The Consultant shall, using personnel qualified in environmental investigations, visit the sites of potential alignments to note visual evidences of possible environmental concerns. Visual evidence may include but not be limited to historic markers, electrical substations and equipment, old ruins of prior construction, water and wet areas, warning signs, etc.

Deliverables:

1. Initial environmental screening findings – include with Feasibility Report.
2. The Consultant shall provide environmental information from their investigations to the NEPA Consultant as required.

Task 4.7 - 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 as appendix to Feasibility Report.

Task 4.8 - 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. Include Conceptual Design with Feasibility Report.

Task 4.9 - Feasibility Report:

1. Feasibility Report
 - a. The Consultant shall compile all the data gathered and generated during the Conceptual Design and summarize it into a complete document, a Feasibility Report. The report shall include graphics and recommendations for technically feasible schemes to be carried forward into the NEPA process.
 - 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 Feasibility 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.
 - e. Include an Executive Summary.

Deliverables:

1. Draft Feasibility Report – 215 days after NTP
2. Final Report – fourteen (14) days after Value Engineering Process completed (comments on the VE Report are resolved)

Task 4.10 - Value Engineering:

1. After the Draft Feasibility Report has been submitted, the Consultant shall provide Value Engineering (VE) using a separate firm specializing in VE.
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 Draft Feasibility Report
 - 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 PE Feasibility Report copies and Documents/Data to VE participants as required.
2. PE VE Report Review comments within 14 days of receipt of VE Report

Task 4.11 - 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 4.12 - 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;

Subtask 4.12.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 4.12B - 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 4.12.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 4.12.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 4.12.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 4.12.F - Traction 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 perform a study of the power system and determine the most economical source for the system. The Consultant shall work with NJ TRANSIT to determine capacity at local substations, traction power supply and distribution. The Consultant shall also 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 study of the traction power and investigate new traction power technologies. The Consultant shall conduct an analysis of the systems in operations at other similar railroads to determine if it could function with Raritan River Drawbridge Project systems.
- d. 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.
- e. The bridge controls shall utilize NJ TRANSIT's Standard Modular Relay Bridge Control System.

Deliverables: include with Preliminary Design

- 1. Traction/Electrical Power Needs Assessment

Subtask 4.12.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 4.12.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 4.12.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 4.13 - 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 4.14 - 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 review the findings of the NEPA Consultant of historical reviews of the affected properties that determined the dates of use, duration of use, and purpose of use. For Partial Takes, damages to the remainder shall be estimated, as well as costs-to-cure and costs-to-develop, for the purpose of estimating possible future settlement amounts.
5. 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.
6. The Consultant is required to prepare Property Acquisition Environmental Cost Estimating (PAECE) reports and Construction Remedial Cost Estimates. At a minimum, the Consultant shall perform the following as part of the PAECE process:
 - Perform due diligence by implementing a Preliminary Assessment (PA). This is the first step required to assess whether or not a property is contaminated;
 - Identify Areas of Environmental Concern (AOC) through PA and Site Inspections;
 - If AOCs are present, a Site Investigation (SI) may be required to investigate the nature and extent of contamination at the property.
 - The SI typically requires sampling and analysis of the AOCs, including, but not limited to, soil, groundwater, building interior, drums, containers, unknown tank contents, surface water and sediments, ecological receptors, and historic fill material. A property-specific Sampling and Analysis Plan (SAP), identifying sampling locations and the proposed beginning date of the field activities, shall be submitted to NJ TRANSIT for remittance to the property owner. Identification of potential asbestos containing materials, lead-based paint, and polychlorinate biphenyl (PCB) ballast and transformers (that may affect property decontamination and demolition) shall also be performed.
 - Identify possible remedial alternatives, including appropriate/required land-use restrictions based on the highest and best use of the property;
 - Select the most appropriate remedial alternative(s) and prepare an estimate of the remedial cost that the property owner would incur to comply with applicable environmental regulations;
 - Evaluate potential impact of the proposed NJ TRANSIT construction activities on the AOCs and the cleanup/remedial costs;

7. For each required site, the Consultant shall input all relevant data into NJ TRANSIT's PAECETRAK real estate record data management system. The Consultant shall provide staff and equipment support as necessary to maintain such records and data. Details regarding the PAECETRAK Data Management System are found in Attachment D.

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
4. Preliminary Assessment Report
5. PAECE Report – Draft and final; includes SI results, remediation alternatives and corresponding Construction Remedial Cost Estimates.

Task 4.15 - 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
2. Utility Cost Estimates
3. Utility Catalog and Files
4. Utility Agreements – Drafts and Final for reimbursement of engineering cost.

Task 4.16 - 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. Geotechnical Report, with boring logs and analysis for each geologically discrete project element – within 210 days of Preliminary Design Notice to Proceed

Task 4.17 - Environmental:

1. Environmental Subsurface Investigations
 - a. The Consultant shall investigate the potential for hazardous materials to exist along the alignment and adjacent impacted properties, particularly as PE is advanced and more precise location information is established for the various Bridge Project facilities.
 - b. The Consultant shall review all existing documents and perform all necessary hazardous materials assessments necessary to define all potentially hazardous materials conditions.
 - c. Once the potential sites are identified, the Consultant shall develop a Hazardous Materials Subsurface Investigation Work Plan, defining the nature, extent, methods and means of the

intrusive testing activities. The Plan shall include: schedule; data quality objectives; quality assurance requirements; staffing plan; rationale for test locations; sampling methods; planned analyses, type, depth and extent of intrusive activities, surveying methods used to locate sampled points; regulatory requirements and protocols affecting the testing.

d. The Consultant shall implement the plan, conduct the testing, and submit a formal report of quantitative results to regulating agencies. The report shall document activities and results such as:

i.) Hiring a qualified drilling contractor

ii.) Monitoring of field work

iii.) Conducting surveys and investigations for asbestos, lead paint, PCBs, dielectric fluid, petroleum contaminated materials, toxic materials, etc.

iv.) Obtaining, interpreting and reporting to NJ TRANSIT adequate data

v.) Preparing preliminary engineering remediation plans

Deliverables:

All due as required to meet Project Schedule

a. Contaminated and Hazardous Materials Subsurface Investigation Work Plan

b. Contaminated and Hazardous Materials Subsurface Investigation Report and Remediation Plan

2. Permitting

a. The Consultant to identify, pursue and secure all permits and approvals as applicable and related to the project, specific to the design, construction and initial operation of the system corridor. All Project design products shall comply with permit and associated regulatory requirements. The following table identifies permits/approvals that may be required for project implementation.

Agency

U.S. Army Corps of Engineers

U.S. Army Corps of Engineers

U.S. Army Corps of Engineers

U.S. Coast Guard

NJ Department of Environmental Protection

Permit/Approval

Jurisdiction Determination

404 Permit

Individual Permit

Navigable Water Permit

Stream Encroachment Permit

| | |
|---|---|
| NJ Department of Environmental Protection | Letter of Interpretation |
| NJ Department of Environmental Protection | General Permit |
| NJ Department of Environmental Protection | Individual Permit |
| NJ Department of Environmental Protection | NJPDEP Approval |
| NJ Department of Environmental Protection | Waterfront Development |
| NJ Department of Environmental Protection | DSHW & Site Remediation |
| NJ Department of Environmental Protection | BAQM Air Quality Permitting Program |
| NJ Department of Environmental Protection | CAFRA Permit |
| County Soil Conservation District | Soil Erosion & Sediment Control Certification |
| USEPA and NJDEP | Memorandum of Agreement |
| NJ Department of Environmental Protection | Riparian Grant |

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

Deliverables:

- a. Preliminary and Final Application
- b. Preliminary and Final Documentation

3. Historic and Archeological Resources

- a. The Consultant shall define the Area of Potential Effects (APE), and develop a list of interested and consulting parties and public outreach plan. The APE, list of interested and consulting parties and public outreach plan will be combined to form the Project Initiation document which will be submitted at the draft level for NJ TRANSIT review, and revised as needed based upon NJ TRANSIT comments.
- b. The Consultant shall produce a draft HARBS/EA report for review and comment by NJ TRANSIT. The HARBS/EA report shall contain NJ SHPO survey forms for all historic resources that are located in the APEs. The Consultant shall provide the revised report to NJ TRANSIT for submission to the NJ SHPO, shall work with NJ TRANSIT in circulating the report to all previously determined interested and consulting parties, and shall prepare a final document, as needed, following the receipt of NJ SHPO and third party comments.
- c. The Consultant shall coordinate the public involvement Section 106 process, including the implementation of the public outreach plan through distribution of cultural resource documents to the NJ SHPO and interested and consulting parties.
- d. The Consultant shall advise NJ TRANSIT, as requested, on the development of a design compatible with existing bridge and other historic resources located within the project APE. The Consultant shall also

coordinate with the NJ SHPO, where necessary, regarding the bridge design.

- e. The Consultant shall produce an Application for Project Authorization under the New Jersey Register of Historic Places Act, which shall be submitted at the draft level for NJ TRANSIT review, and revised as needed based upon NJ TRANSIT comments. The application shall incorporate documentation relative to the compatibility of the design with the listed resource.

The Adverse Effect Tasks, as outlined below, shall only be undertaken if directed by NJ TRANSIT and should be budgeted as a distinct project phase.

Should the project be determined, through the Section 106 process, to represent an adverse effect to historic resources, the Consultant shall prepare the following:

1. An Alternatives Analysis to Avoid an Adverse Effect for review and comment by NJ TRANSIT, the NJ SHPO and the lead federal agency. The Consultant shall circulate the pre-final document to consulting parties for comment and shall prepare a final document for execution, as needed, following receipt of all the comments.
2. A draft Memorandum of Agreement for review and comment by NJ TRANSIT, the NJ SHPO and the lead federal agency. The Consultant shall circulate the pre-final document to consulting parties for comment and shall prepare a final document for execution, as needed, following receipt of all the comments.
3. Should the NJ SHPO, under the New Jersey Register of Historic Places Act, determine that the project represents an encroachment to listed historic resources, the Consultant shall submit the required information as part of the encroachment application and be prepared to participate, as requested by NJ TRANSIT, in presentation of the project before the NJ Historic Sites Council (HSC). Participation in the HSC proceedings shall only be required if the project is determined to represent an encroachment and should be separately budgeted as a distinct project phase.
4. Section 4(f) – This adverse effect task should be budgeted separately. If USDOT funding is used for design or construction, and the project is determined by SHPO to be an adverse effect, a Section 4(f) report may be required in accordance with USDOT Section 4(f) regulations. If a 4(f) report is required, the Consultant shall, using the previously prepared Alternatives Analysis, prepare the draft and final 4f documents.

Deliverables:

1. Project Initiation Document (12 Copies Each).
2. Historic Architectural Resources Background Survey/Effects Assessment (HARBS/EA) (12 Copies Each)
3. Application for Project Authorization (12 Copies Each)

Deliverables - Adverse Effect Tasks:

1. Alternatives Analysis To Avoid an Adverse Effect
2. Memorandum of Agreement (12 Copies Each – Only if the Project is deemed to represent an adverse effect to historic resources).
3. Presentation to Historic Sites Council for Approval of an Encroachment
4. Section 4(f) Evaluation

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.

C. GENERAL PLAN AND SPECIFICATION REQUIREMENTS

The Consultant shall provide all necessary architectural and engineering services required to prepare all surveys, contract plans, technical specifications, a detailed cost estimate and bid documents for all sections of the proposed work. The construction plans shall be laid out on a 24” x 36 sheet with standard NJ TRANSIT title box and shall consist of: Key Map, Location Map, Estimate of

Quantities, Distribution of Quantities sheet, Site Plan, Elevations, Sections, Typical Sections Standard Details, etc. Certain copies of design development drawings may be half-size. Specifications and supplemental specifications shall conform to CSI format or other acceptable format as pre-approved by NJ TRANSIT. Use of graphics shall conform to the NJ TRANSIT Sign Standards Manual. All contract documents must be made with a computer-assisted drafting program so long as the elements specified above are included. Microstation (Release No. V8) shall be used and two sets of disks containing final design shall be submitted to NJ TRANSIT using media and formats acceptable to NJ TRANSIT. In addition to the hard copy submissions, the Consultant shall also provide electronic files of all documentations submitted in each phase in the following format:

- Reports and specification files should be on MS Word application.
- Design Drawings (Preliminary, 30%, 60%, 100% and the final bid plans should be on Microstation)
- The final bid package including, but not limited to, the signed and sealed plans, design calculations and specifications should be on PDF files.

The Consultant shall exercise care in the preparation of contract documents to conform to all applicable code requirements and federal regulations in effect at the time of issuance of the contract documents. The approval of drawings by NJ TRANSIT is not to be construed as authority to violate, cancel or set aside any provisions of applicable codes, laws, rules and regulations of Municipal, County, State or Federal agencies, nor does it relieve the Consultant of any professional liability which may occur in the future.

D. OWNERSHIP OF WORK

All work products produced by the Consultant in accordance with this contract shall become the sole property of NJ TRANSIT. Work products include, but are not limited to: field notes, records, reports, computations, calculations, work sheets, sketches, drawings, specifications, cost estimates, laboratory data, test results, correspondence, computer records and all other products resulting from the Consultant work performed under this contract.

V. PROPOSAL REQUIREMENTS

The proposal package shall consist of one (1) original and seven (7) copies of the Technical Proposal and prepared on 8½" x 11" paper. A limited number of 11" x 17" fold-out sheets for exhibits are acceptable. All pages are to be sequentially numbered.

Clear and concise proposals are sought. Elaborate proposals and artwork, expensive paper and bindings, and expensive visual and other preparation aids are not necessary or desirable.

Proposals are to be delivered to NJ TRANSIT on or before the time specified in the RFP cover letter and once submitted become the property of NJ TRANSIT.

Proposals shall be valid for the period of time it takes to negotiate an agreement and execute a contract with the successful firm. Said period of time is not expected to exceed three (3) months from the date of proposal receipt. A duly authorized official of the firm or joint venture must sign such proposals.

Should the proposal contain data which the firm does not want disclosed for any purpose other than evaluation of the proposal, such data may be so restricted, provided the firm identifies the appropriate pages of the proposal and places a label on those pages.

A. TECHNICAL PROPOSAL FORMAT

Technical Proposals shall include the necessary data to establish the firm's expertise and qualifications to accomplish all Tasks as set forth in the Scope of Services. Technical Proposals shall reflect and include the necessary level of effort required to advance the proposed project through completion of construction. Firms are urged to be clear and concise in the preparation of proposals.

Technical Proposals shall follow the format outlined below (Refer to Attachment E).

COVER LETTER: The cover letter should summarize key points of the proposal and include any introductory or explanatory remarks. The Consultant shall demonstrate an understanding of the overall project objectives, areas of concern and technical/managerial approaches to be emphasized in pursuing this work.

QUALIFICATIONS OF FIRM(S): This section shall contain pertinent information about the project organizational structure of the team and the number of personnel required for the project. Consultant shall show the availability of professional and technical staff exclusively for this project. Also show anticipated workload for the duration of this project, taking into account resources involved with existing proposals and active projects.

The firm's Project Manager shall have demonstrated a minimum of fifteen (15) years of relevant project experience with a significant portion managing large, interdisciplinary railroad and movable bridge design projects.

Related experience is essential Particular emphasis will be placed on previous replacement design and construction of **movable railroad** bridges. Show that the firm has successfully completed at least two (2) previous railroad movable bridges (bridges carrying railroad tracks) design contracts of which one (1) will be of similar scope to this RFP and been completed within the past five (5) years.

Where describing relevant experience, note each firm's role in the context of the client's overall project, study, program, etc., and the role of any key individuals proposed here, in the context of the firm's overall responsibility, if applicable.

FULL-TIME OFFICE CERTIFICATION: This section shall contain the Consultant's certification that a full-time office will be maintained during the project period, and that the Consultant's Project Manager can be reached through this office during regular working hours. Also, identify other offices, their proximity in miles to the sites where work will be performed and the type and amount of work to be performed at these locations.

QUALIFICATIONS OF INDIVIDUALS: This section shall contain the names and concise experience records of the Consultant's Project Manager and other key managerial and technical personnel assigned to the project. The number of man-hours each will devote to individual project Tasks must be shown. Specific design and construction skills/strengths and any other relevant experience should be highlighted. In describing related experience, explain the role of each individual's and firm's assignment in the context of the client's overall project, study, program, etc.

Resumes for the Consultant's Project Manager and other key managerial and technical personnel assigned to the project are to be included in this Section and shall cite formal education, professional licenses and certifications, work history, and training in industry skills.

KEY PERSONNEL CERTIFICATION: This section must contain a certification that the listed key personnel are presently employed by the Consultant, or will be on board, and will be assigned to the project in the manner prescribed.

REFERENCES: Reference checks will be made based on the information supplied in this section, and the information gathered will be used to validate information contained in the Technical Proposal and evaluate the abilities of the Consultant in all the aspects of quality, budget, responsiveness and expertise. Listed references, therefore, should be pertinent and recent (within the last five years), and the contact person should have had direct involvement with the Consultant and the project.

A minimum of three client references must be provided for each firm on the consulting team for completed assignments similar in scope and magnitude to the NJ TRANSIT project to be undertaken.

A minimum of three client references must be provided for the Consultant's Project Manager.

A minimum of three client references must be provided for each key project staff member. References must include client firm/agency name, client project contact name, title, current address and telephone number, name of project, start and end dates of assignment, key firm personnel involved, and description of the assignment.

In addition, each firm having performed services for NJ TRANSIT, as a prime Consultant or subconsultant, must provide references as stated above for all prior NJ TRANSIT projects.

Firms having performed services for NJ TRANSIT will be evaluated on the basis of their history of compliance with all contract provisions, including but not limited to: quality assurance, budget adherence, insurance and indemnification responsibility provisions.

TECHNICAL SECTION: This section shall contain the Consultant's work plan for accomplishing the project. The work plan shall address all tasks described in this Request for Proposal and shall include a description of how the Consultant's time schedule for project completion will at least meet or better the time frames provided. This section most importantly shall contain each key individual's past work experience that demonstrates the ability to design a project of similar scope and magnitude.

The Consultant is encouraged to provide additional narrative on the services to be performed, which can be used to evaluate the Consultant's understanding of the objectives and overall purpose of the project; the Consultant's relative specialized experience; technical competence and application of innovative techniques in connection with particular tasks and activities; and the Consultant's ability to progress the project in a systematic, straightforward, logical manner.

Embellishment of suggested improvements on the work plan as described in this Request for Proposal should be noted in this section.

TEAM ORGANIZATION/RESOURCE ALLOCATION: This section shall address the proposed management structure, manpower allocation, and assigned individuals for performing the scope of services. Include a clear description of how the management structure and assigned personnel fit into the scope of services (previously described), how staff assignments will vary over the project time frame and an explanation of the relationship of the Project Manager to the top management of the firm, and the extent of his/her authority and responsibility. All other project positions and relationships comprising the project's organizational structure will be presented. The following information shall be included in this section:

Team Organization Chart showing the reporting and contractual relationships of all firms included in the proposal.

Matrix – Person-Hours (by name and level) by Firm showing, by Phase and Task, the total person-hours for the entire team and separately for each firm included in the team. The Consultant will calculate percentages for person-hours for each Phase/Task for the whole team. In addition, the percentage of person-hours allocated to DBE firms, by Phase and Task, should be shown.

Organization and Staffing Chart showing the organization of key personnel by name, title and reporting relationship.

Matrix – Person-Hours by Individuals showing, for each professional staff member, the number of person-hours proposed for each Phase and Task.

Professional staff includes all key staff members, including: project manager, task leaders, discipline leaders, and all project engineers and technical support personnel. Separate categories will be used to show labor hours for each of the following classifications: technicians, drafting, clerical/word processing. Individuals need not be named for these categories. The percentage of person-hours allocated to DBE firms should also be shown.

QUALITY ASSURANCE PLAN: This section shall describe the Consultant's Quality Assurance/Quality Control Plan as it relates to this project as well as the firm's overall QA/QC program. This section is not intended for inclusion of the complete QA/QC Plan, but should be detailed enough to provide for a clear understanding of the firm's process. NOTE: Upon award of contract, the Consultant shall submit for approval to NJ TRANSIT its detailed Quality Assurance/Quality Control Program for all of the services to be provided under this Request for Proposal.

SCHEDULE: The Consultant shall prepare a schedule consistent with Attachment A for completion of all tasks identified in the Request for Proposal.

PROPOSERS ARE REQUIRED TO PROVIDE ONE (1) ORIGINAL COPY OF THE FOLLOWING IN A SEPARATE SEALED ENVELOPE.

CONSULTANT CERTIFICATIONS: The Technical Proposal shall also include the certifications and affidavits required under this solicitation (e.g., Acknowledgment of Receipt of Addenda, Non-Collusion Affidavit, Contractors Certification of Eligibility, Affidavit of Compliance, Certification of Grants, Loans & Cooperative Agreements, Business Registration Certificate, Ownership Disclosure, Source Disclosure and Disclosure of Investment Activities in Iran).

CONTRACT REVIEW: 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.**

B. ORAL PRESENTATION FORMAT

Oral presentations shall be made before the TEC and shall consist of an introduction of the Consultant's project team, a general discussion why the team should be selected for the project, and a detailed account of the particular experience of each major team member. The oral presentations shall also include the methodology and approach that the Consultant proposes to use in the development of the design and explain in necessary detail the basis why this

approach was chosen as well as any applicable projects where this approach was used in the past.

The oral presentation period will be scheduled for a maximum of one and a half (1.5) hours for each proposer. Each proposer shall be granted up to 45 minutes for highlighting significant points of interest to NJ TRANSIT. The balance of the presentation shall be reserved for discussions, with the Technical Evaluation Committee (TEC) members, on any and all subjects in regards to the written proposal, oral presentation and other project issues as deemed relevant by the TEC.

Attending and participating in the oral presentation shall be members of the proposed firm/team who will play the key and significant roles in managing the project. Attendance shall enable each TEC member to become acquainted with the individuals so designated.

C. COST PROPOSAL FORMAT

NJ TRANSIT will request a cost proposal from the highest technically qualified firm.

All proposed expenses will be evaluated to determine their reasonableness and whether they are allowable and allocable. The Federal Transit Administration Cost Standards (Federal Acquisition Regulations Part 31; FAC 84-16, 17, 19) will be used as the guideline in determining the reasonableness of Consultant costs.

One (1) original and three (3) copies of a cost proposal will be requested from the highest ranked firm as determined in accordance with Section VI. The firm must provide a detailed Cost Proposal within seven (7) days of the receipt of the written or verbal notification from NJ TRANSIT regarding their selection. If the firm cannot provide its cost proposal within seven (7) working days of request, NJ TRANSIT reserves the right to begin negotiations with the next highest ranked proposer. The cost proposal shall be presented in a person-hour allocation format by discipline and title and shall be separated by salary rate as indicated herein. The format in the cost proposal sheets provided by NJ TRANSIT in Attachment F shall be used for the preparation of the Cost Proposal.

Person-hours by discipline and title shall be separated by Phase, Task, and by salary rate. Direct expenses shall be itemized separately by category for each Phase and Task. Direct expenses to the Consultant are in addition to the compensation for payroll additives, salaries and profit, and include actual expenditures made by the Consultant's technical employees and professional Consultants for such expenses as:

1. Travel, sustenance and lodging - NJ TRANSIT shall reimburse the Consultant in accordance with the NJ TRANSIT Travel Policy (see Exhibit 2 - Travel & Business Reimbursement Guidelines).
2. Model(s).

3. Reproduction of drawings, specifications and bid packages including plan sets, technical specifications and special provisions for proposal purposes.
4. Testing.
5. Telephone
6. Special Equipment.
7. Subcontracts less than \$10,000.
8. All permits and approvals necessary for completion of design. Also, fees associated with the review of plans and specifications for conformance to building codes (i.e., NJDCA, NJDEP, etc.). Where possible, NJ TRANSIT will pay permit fees directly.
9. Expense of the premium portion for overtime work requiring higher than regular rates, when authorized in writing by NJ TRANSIT.

The person-hours and direct expenses shall be summarized by Phase, Task and by firm in the Consultant's cost proposal and include overhead, profit, etc. Overhead and profit assumptions are to be shown as per Attachment F. Direct salary cost is defined as base salary paid to technical employees (excluding mandatory and customary benefits such as statutory employees' benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits). Technical employees include engineers, designers, job captains, draftsmen, specification writers and the like, in consultation, research, inspection, design, drawing production, specification development and other similar services pertaining to the project.

If clerical support is required and if it is not included in overhead or direct expenses, it must be itemized in the same fashion as other staff in the proposed cost detail.

Finally, a summary of the cost proposal for each firm included in the proposal is required, showing fees for the basic work program, as shown in Attachment F-1 "Cost and Fee Recap - Team." The same summary, but for the entire proposal is also required, as shown in Attachment F-2 " Cost and Fee Recap - Firm ".

Firms shall state and specifically identify the percentage of DBE participation by Phase and Task.

The contract will be a cost plus fixed fee type with a maximum amount not to be exceeded. The profit (fixed fee) shall be negotiable on a task-by-task basis and shall not exceed ten percent (10%) on labor, overhead and fringe costs; there should be no profit on direct expenses. No overhead burden of profit (fixed fee) is allowed on subcontracting or direct costs.

Each Phase and Task in this contract will have a specified amount identified equal to the negotiated proposed cost for each Phase and Task. Expenditures greater than the identified amount and incurred by the Consultant during the course of the execution of the Contract shall not be reimbursed unless previously approved by NJ TRANSIT prior to the performance of the work.

The firm must demonstrate its financial capability, including financial resources to sustain operations between the time expenses are incurred and the time payment is made. The proposal shall include the latest year-end financial statement as prepared by an independent auditing firm.

Each firm on the Consultant's team must submit a listing of the items charged to the project overhead rate and the corresponding percentages. Overhead rates are not restricted, but must be documented by a recent (within the past three years) State, Federal or independent certified accounting firm audit. Each firm is also required to submit their overhead projections in schedule format for the duration of the project.

All costs, including indirect cost items are subject to negotiation. NJ TRANSIT intends to negotiate provisional indirect cost rates, which are subject to audit and downward adjustment only.

DBE FORMS & AFFIDAVITS

The Cost Proposal shall also include the required DBE forms and affidavits. The Consultant shall refer to the DBE Requirements for Federally Funded Procurement Activities (Exhibit 4) included in the RFP for the requirements concerning the DBE obligations and mandatory submissions for this contract. In accordance with those requirements, the Consultant shall identify all DBE and Non-DBE subconsultants and suppliers proposed to participate in and solicited for this contract, and complete and submit the mandatory required forms (A, A1, A2) and any applicable supplemental forms (AA, AA1, AA2) with their proposal or within seven (7) calendar days of the proposal due date. Consultants are strongly encouraged to submit these forms with the proposal to prevent delay of award. Consultants utilizing DBE firms and/or suppliers to participate in this contract shall also submit the mandatory Forms B and BB if applicable and a NJUCP DBE certification letter for each DBE firm/supplier in accordance with the same time frame indicated above. All forms shall be completed entirely with no blank fields.

VI. METHOD OF SELECTION

A. PROPOSAL DISTRIBUTION

NJ TRANSIT will provide a copy of each technical proposal to members of the Technical Evaluation Committee (TEC). This committee will consist of members from various departments within NJ TRANSIT. Duties of the committee will include:

- Evaluation and rating of technical proposals

- Recommending the award
- Assisting the Procurement Department as required with the negotiations of the Consultant's costs.

B. PROPOSAL EVALUATION

Each individual on the TEC will review and evaluate the written technical proposals based on the quality and substance of the submitted proposal. Written technical proposals will be evaluated against the criteria enumerated in Attachment G.

The written technical proposal evaluations will be used by NJ TRANSIT to determine the competitive range. Firms may be asked to be prepared for specific situational questions prior to or at the oral presentation.

Oral Presentations will be requested from at least three (3) qualified firms within the "competitive range", except NJ TRANSIT may select fewer professional firms if fewer such firms responded to the solicitation or meet the qualifications for the project.

Oral Presentations will provide an opportunity for the firms/teams to clarify or elaborate on its written technical proposal. The TEC will conduct the Oral Presentations. The TEC will use the Oral Presentations to confirm and/or reassess its understanding of the written technical proposals, and incorporate that information into its evaluation by revising the written technical evaluation scores accordingly.

NJ TRANSIT reserves the right to assess and reassess its understanding of proposals and revise the rating and ranking of such proposals at any time prior to selection.

Reference checks will be performed for each Consultant firm/team deemed within the competitive range and the results furnished to the TEC. Although the reference checks will not be scored per se, they will be used to validate information contained in the Technical Proposals. Reference information is provided in Attachment G.

VII. NEGOTIATIONS

NJ TRANSIT will request a cost proposal from the highest technically qualified firm.

All proposed expenses will be evaluated to determine their reasonableness and whether they are allowable and allocable. The Federal Transit Administration Cost Standards (Federal Acquisition Regulations Part 31; FAC 84-16, 17, 19) will be used as the guideline in determining the reasonableness of Consultant costs.

NJ TRANSIT will enter into negotiations with the highest technically qualified firm to reach an agreement on scope of services and fees. If in the opinion of NJ

TRANSIT a satisfactory proposal cannot be negotiated with a selected firm, NJ TRANSIT will formally end negotiations and initiate negotiations with the next most technically qualified firm.

This negotiation procedure will be followed until a satisfactory proposal is negotiated. NJ TRANSIT considers all elements of the Consultant's proposal subject to negotiation.

VIII. APPROVAL AND AWARD

Once negotiations have been completed, a recommendation for award of the Contract to the Proposer, whose proposal conforming to the RFP, is in the best interest and offers the best value to NJ TRANSIT will be made for approval by NJ TRANSIT's Board of Directors. Upon approval of the recommendation for award of a Contract, NJ TRANSIT will enter into a cost plus fixed fee contract found in Exhibit 1.

Within ten (10) working days of Receipt of Notice of Award, the successful Proposer shall properly execute two (2) copies of the Contract and deliver to NJ TRANSIT both signed copies of the Contract, the specified insurance certificates and any other document as may be specified in the Contract. NJ TRANSIT will execute both copies of the contract and will return one (1) executed copy to the firm.

IX. PROTEST PROCEDURE

A. PURPOSE

This section describes the policies and procedures governing the receipt and resolution of vendor protests in connection with this Request for Proposal.

B. POLICY

1. Parties

Only an interested party may file a protest.

2. Types of Protest/Time Limits

- a. Protests based upon restrictive specifications or alleged improprieties in NJ TRANSIT's procurement process must be filed no later than five (5) days prior to the closing date for receipt of initial proposals.
- b. Protests based upon alleged improprieties of a Proposal shall be filed no later than five (5) days after the Protestor knows or should have known of the facts giving rise thereto.
- c. Protests based upon the award of a contract shall be filed no later than five (5) days after the notification to the unsuccessful firms of NJ TRANSIT's intent to award, or no later than (5) days after an unsuccessful firm becomes aware of NJ TRANSIT's intent to award a contract, whichever comes first.
- d. All protests must be filed in writing. Oral protest will not be accepted.

3. Where to File

Protests must be filed directly with NJ TRANSIT's Contracting Officer, or designee, at the address indicated in the solicitation.

4. The Protest

- a. The protest must contain the following information:
 - i. The name, address and telephone number of the protestor.
 - ii. Identity of the RFP (by number and description).
 - iii. A statement of the specific grounds for protest and any supporting documentation. Additional materials in support of the protest will only be considered if filed within the time limits set in Paragraph B.

iv. An indication of the ruling or relief desired from NJ TRANSIT.

b. If the protest is filed after notification of NJ TRANSIT's intent to award and prior to contract award, the Potential Consultant will be advised by NJ TRANSIT of the pending protest.

c. If deemed appropriate by NJ TRANSIT, an informal conference on the merits of the protest may be conducted with all interested parties allowed to attend.

5. Confidentiality of Protest

Material submitted by a protestor will not be withheld from any interested party, except to the extent that the withholding of information is permitted or required by law or regulation. If the protestor considers that the protest contains proprietary material, which should be withheld, a statement advising of this fact must be affixed to the front page of the protest documents and the alleged proprietary information must be so identified wherever it appears.

6. Response to the Protest

NJ TRANSIT's Contracting Officer, or designee, will respond to the protest within a reasonable time after receipt of the protest by NJ TRANSIT. NJ TRANSIT's response shall address only the issues raised originally by the protestor.

7. Rebuttal to NJ TRANSIT's Response

The protestor may submit a written rebuttal to NJ TRANSIT's response, addressed to the Contracting Officer, but must do so within five (5) days after receipt of the original NJ TRANSIT response. New issues in the rebuttal will not be addressed by NJ TRANSIT. After receipt of the protestor's rebuttal, the Contracting Officer will review the protest and notify the protestor of his final decision.

8. Request for Additional Information

Failure of the protestor to comply expeditiously with a request for information as specified by NJ TRANSIT's Contracting Officer or designee may result in determination of the protest without consideration of the additional information. If any parties to the protest request information from another party, the request shall be made to NJ TRANSIT's Contracting Officer, or designee, and shall be complied with by the other party within five (5) days if NJ TRANSIT so directs.

9. Request for Reconsideration

If data becomes available that were not previously known, or there has been an error of law, a protestor may submit a request for reconsideration of the protest. NJ TRANSIT's Contracting Officer will again review the protest considering all currently available information. The Contracting Officer's determination will be made within a reasonable period of time, and his decision will be final.

10. Procurement Process Status

Upon timely receipt of a protest, NJ TRANSIT will delay the receipt of proposals until after resolution of the protest for those protests filed prior to the proposal due date, or withhold award until after resolution of the protest for protests filed after receipt of proposals. However, NJ TRANSIT may receive proposals or award a contract whenever NJ TRANSIT, at its sole discretion, determines that:

- a. The items or work to be procured are urgently required; or
- b. Delivery or performance will be unduly delayed by failure to make the award promptly, or
- c. Failure to make prompt award will otherwise cause undue harm to NJ TRANSIT or the Federal Government.

11. Federal Transit Administration (FTA) Involvement

Where procurements are funded by the FTA, the protestor may protest to the FTA only where the protest alleges that NJ TRANSIT failed to have or to adhere to its protest procedures, failed to review a complaint or protest, or there is a violation of a Federal law or regulation. Any protest to the FTA must be filed in accordance with FTA Circular 4220.1F.

12. Definitions

- a. 'Days' means working days.
- b. 'File or Submit' means date of receipt by NJ TRANSIT's Contracting Officer.
- c. 'Federal Law or Regulation' means any valid requirement imposed by Federal statute or regulation governing contracts awarded pursuant to a grant agreement. This includes the requirements as stated in FTA Circular 4220.1F.
- d. 'Contracting Officer' means the Chief of Procurement & Support Services or his designee as indicated in the solicitation documents.

- e. 'Interested Party' means all proposers/offerors. It may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the RFP.
- f. 'Potential Consultant' means the proposer that is in line for award of the contract in the event that the protestor is denied.

X. REFERENCES

All plans, specifications and related work shall conform to but not be limited to the following governing bodies, regulations, and publications (latest editions):

- OSHA
- Construction Specifications Institute
- NJ Uniform Construction Code
- Uniform Federal Accessibility Standards
- American Railway Engineering and Maintenance Association (AREMA)
- New Jersey State Fire Codes
- NJ TRANSIT Sign Standards*
- NJ TRANSIT CADD Standards*
- Industrial Risks Insurers Standards
- New Jersey Department of Environmental Protection (NJDEP)
- United States Environmental Protection Agency (EPA)

* These NJ TRANSIT manuals may be reviewed during the RFP process; they will, however, be made available to the Consultant upon receipt of the contract award.

NJ TRANSIT is governed by Federal regulations mandated by the General Services Administration (GSA) and the Federal Transportation Administration (FTA), regulations specified by the Building Officials and Code Administration (BOCA) and all regulations derived from ADA. In addition, applicable FRA, AREMA and AASHTO standards will apply where NJ TRANSIT's standards are not given or are less restrictive.

In case of conflicts or inconsistencies with the above listed documents, NJ TRANSIT shall resolve the conflict at its sole discretion.

NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 15-044

ATTACHMENTS

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 I (Task 4.1-4.11) Conceptual Design - Six (6) Months from Notice to Proceed

Phase I (Task 4.12-4.18) Preliminary 30% Design - Six (6) Months Duration

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

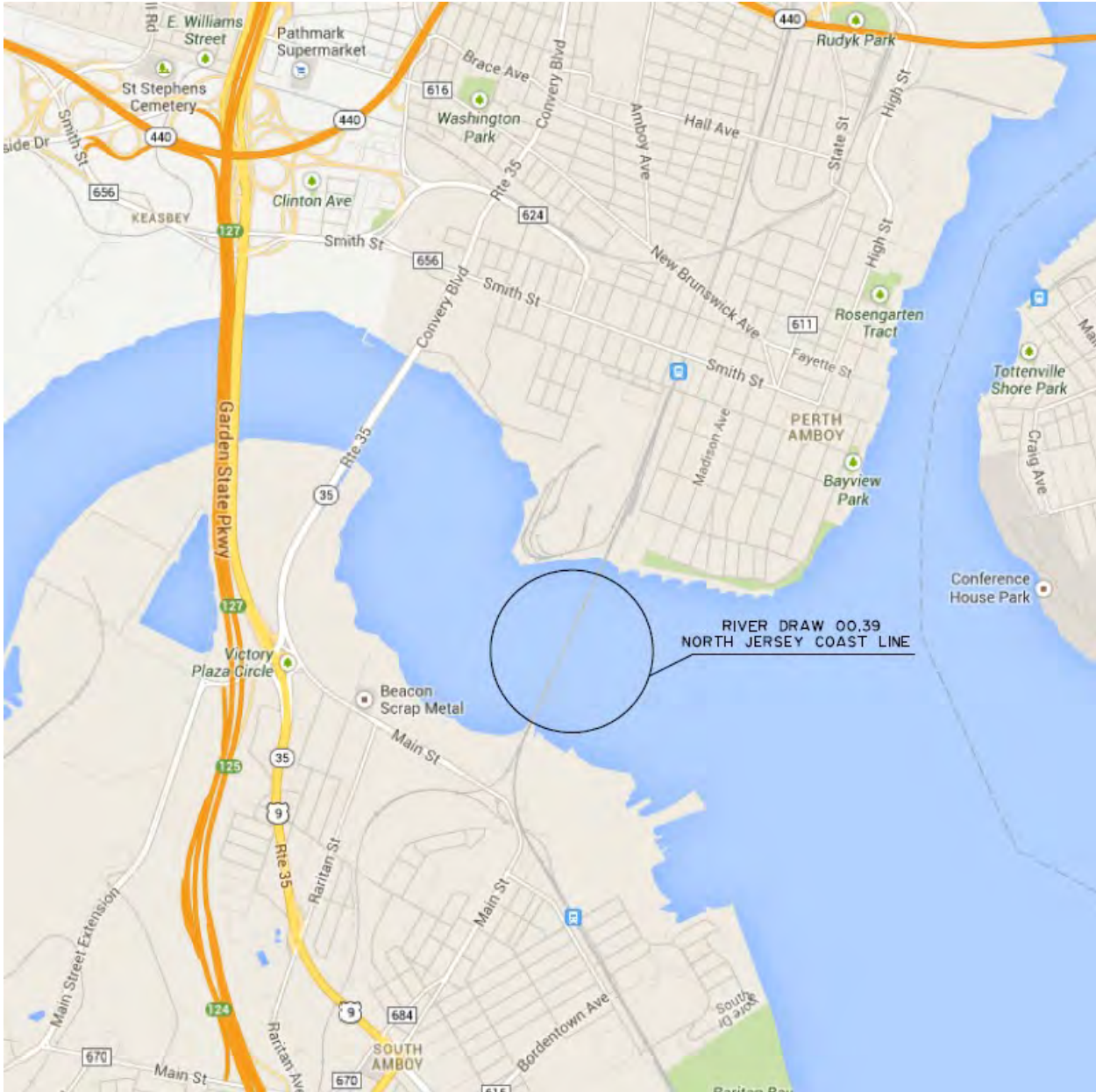
Phase II (Task 5.4) Peer Review – At 50% Design Level

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.

REQUEST FOR PROPOSAL NO. 15- 044

ATTACHMENT B
AREA LOCATION MAP



REQUEST FOR PROPOSAL NO. 15- 044

**ATTACHMENT C
SAMPLE MONTHLY REPORT**

EXECUTIVE SUMMARY

- 1.0 Activities Started/Ongoing
- 1.1 Activities Completed
- 1.2 Activity Completions Projected for Next Month
- 1.3 Problem Areas/Delays
- 1.4 Budget Summary

| | Authorized Phase I Budget | Authorized Phase II Budget | Authorized Phase III Budget |
|---------------------------------|--|---|--|
| Original Contract Amount | | | |
| Executed Change Orders | | | |
| Revised Contract Amount | | | |
| Pending Change Orders | | | |
| Total | | | |
| Amount Previously Invoiced | | | |
| Amount This Invoice | | | |
| Total Invoiced to Date | | | |
| % of Budgeted Amount | | | |
| % of Work Complete | | | |
| Estimated Cost to Complete | | | |
| Project Expenditures Next Month | | | |

- 2.0 Critical Issues
- 3.0 Schedule of Key deliverables
- 4.0 Schedule Summary
- 5.0 DBE Report
- 6.0 Invoices
- 7.0 Decisions Log

REQUEST FOR PROPOSAL NO. 15- 044

ATTACHMENT D

NJ TRANSIT PAECETRAK DATA MANAGEMENT SYSTEM INFORMATION

Incorporation of Data into NJ TRANSIT PAECETrak System

For each required site, the Consultant will input all relevant data into the PAECETrak real estate record data management system. The Consultant will provide staff and equipment support as necessary to maintain such records and data. Details regarding the PAECETrak Data Management System are as discussed below.

The Consultant will be accessing NJ TRANSIT's web-based right-of-way (ROW) acquisition and management system (PAECETrak) to manage the intricate process of acquiring properties for capital projects. The PAECETrak system is used to streamline the flow of data and information between various groups involved in the ROW acquisition process. The system is also used as a project management tool to track the acquisition process beginning with the initial identification of a potential right-of-way alignment through parcel selection, title search, appraisal, environmental remediation cost estimate preparation, offer to acquire, negotiations, relocation services, and potential condemnation proceedings.

Deliverables:

Data input and maintenance of Project PAECETrak System as noted above.

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.

Note: The transmittal letter shall not be considered part of the written proposal. Transmittal letters shall not exceed two typed pages in length.

**REQUEST FOR PROPOSAL (RFP) NO. 15-044
ATTACHMENT F-1**

PROPOSED COST DETAILCOST AND FEE RECAP - TEAM

| FIRM | MAN HOURS | SALARY | OVERHEAD @ XXX.XX% | SUBTOTAL | FIXED FEE @ XX% | DIRECT EXPENSES | TOTAL COST |
|------------------|-----------|--------|--------------------|----------|-----------------|-----------------|------------|
| PRIME CONSULTANT | | | | | | | |
| SUBCONSULTANT 1 | | | | | | | |
| SUBCONSULTANT 2 | | | | | | | |
| SUBCONSULTANT 3 | | | | | | | |
| SUBCONSULTANT 4 | | | | | | | |
| SUBCONSULTANT 5 | | | | | | | |
| SUBCONSULTANT 6 | | | | | | | |
| SUBCONSULTANT 7 | | | | | | | |
| TOTAL | | | | | | | |

**REQUEST FOR PROPOSAL (RFP) NO. 15-044
ATTACHMENT F-2**

COST AND FEE RECAP BY FIRM/TASK

FIRM _____

| | DESCRIPTION | PERSON HOURS | SALARY | OVERHEAD @ XXX.XX% | SUBTOTAL | FIXED FEE @ XX% | DIRECT EXPENSES | TOTAL COST |
|--------|-------------|--------------|--------|-----------------------|----------|--------------------|-----------------|------------|
| Task X | | | | | | | | |
| Task X | | | | | | | | |
| Task X | | | | | | | | |
| Task X | | | | | | | | |
| Task X | | | | | | | | |
| Task X | | | | | | | | |
| Task X | | | | | | | | |
| Task X | | | | | | | | |
| Task X | | | | | | | | |
| Task X | | | | | | | | |
| Task X | | | | | | | | |
| Task X | | | | | | | | |
| Task X | | | | | | | | |
| Task X | | | | | | | | |
| TOTAL | | | | | | | | |

**REQUEST FOR PROPOSAL (RFP) NO. 15-044
ATTACHMENT F-3**

TASK: _____

FIRM: _____

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

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

| | | | |
|--|--|----|--|
| TOTAL SALARY (BARE COST) | | | |
| OVERHEAD @ XXX.XX% OF BARE COST | | | |
| SUBTOTAL -- SALARY + OVERHEAD | | | |
| FIXED FEE @ XX % OF BARE COST + OVERHEAD | | | |
| DIRECT EXPENSES | | \$ | |
| Itemize: | | | |
| TOTAL DIRECT EXPENSES | | | |
| TOTAL THIS TASK | | | |

REQUEST FOR PROPOSAL NO. 15- 044
ATTACHMENT G

TECHNICAL PROPOSAL EVALUATION CRITERIA

The following criteria, listed in order of descending importance, will be used in evaluating the **written proposals**:

1. **Qualifications of the Proposed Project Manager:** Does the proposed Project Manager have the demonstrated minimum of 15 years of relevant project experience with a significant portion managing large, interdisciplinary railroad and movable bridge design projects? Has the Consultant adequately dedicated the Project Manager's time to successfully advance the project?
Is the proposed Project Manager readily available without significant travel?
2. **Qualifications of Key Individuals:** Do the proposed task leaders/key staff members have the appropriate background, skills, experience to successfully advance this movable bridge replacement project? What is the time availability of these individuals? Are key staff members readily available without significant travel?
3. **Qualifications of Firm(s):** Has the firm successfully designed and saw throughout construction similar railroad movable bridge replacement projects? Does the firm have adequate resources and demonstrated technical expertise to sustain the contract?
4. **Person-power/Hours Allocation:** Is the size and structure of the proposal team adequate to perform the contract services for this project? Does the proposal have the appropriate person hour allocation for each task? Are DBE/SBE firms effectively employed in the technical work?
5. **Technical Proposal:** Does the proposal demonstrate an understanding of the project ? Was the scope of each task developed? Is the proposal responsive to the RFP, complete and thorough, clearly organized and well written?
6. **Budget/Project Management:** Does the management / control structure convincingly show that the team can deliver projects on time, in budget and with high quality? Has the firm established a reasonable internal structure for processing a task assignment, including billing and progress reporting?

The following criteria will be used in evaluating the **oral presentations** (if required) for the TEC to confirm or reassess its understanding of the written proposals:

1. Will the firm help to achieve NJ TRANSIT's objectives for this contract?
2. Did the presenters have roles in the presentation that corresponded to their roles in project organization?
3. Did the project team demonstrate expertise and prior experience in the technical aspects of the project?
4. Did the team display an understanding of the objectives and demonstrate technical skills and past experience to meet those objectives and deliver quality products?
5. Did the team demonstrate its ability to work effectively together and with NJ TRANSIT project staff in a supportive manner?
6. Did key staff demonstrate their ability to make clear and effective presentations to diverse audiences?
7. If applicable, are the responses to the situational questions relevant and compelling given the anticipated work requirements and the purposes of this contract?

Sample **reference check** questions are presented below.

1. Was the reference accurate and applicable to this assignment and proposed staff?
2. How would the reference rank the overall performance of the firm?
3. Would the reference hire the firm again?
4. Would they recommend the firm to perform this type of analysis?
5. Was the reference satisfied with the quality of the deliverables and work effort?
6. Did the firm maintain the availability of the individuals offered in the proposal?
7. Did the firm satisfactorily comply with all contract provisions including: quality assurance, bonding, insurance and indemnification provisions?
8. Were there any significant problems with the work and how were the problems resolved?
9. Was the firm responsive and easy to work with?
10. Did the firm meet schedules?
11. Did the firm adhere to budgets?

NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 15-044

EXHIBITS

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 15-044**

EXHIBIT 1 – NJ TRANSIT’S PROFESSIONAL SERVICE AGREEMENT

AGREEMENT NO. 15-044
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, Consolidated Rail Corporation 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 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. There shall be no exclusions in coverage for pollution, mold or asbestos. 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. There shall be no exclusions in coverage for pollution, mold or asbestos. The policy shall include contractual liability coverage.

The Consultant agrees to carry, and shall require its assignees and subconsultants, if any, to carry, commercial general liability insurance using ISO Occurrence Form CG0001 10/93 or equivalent. The policy shall provide a minimum amount of \$5,000,000 each occurrence, \$5,000,000 personal and advertising

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. TERMINATION OF THE AGREEMENT FOR CONVENIENCE: NJ TRANSIT may terminate the Consultant's services in whole or in part for any reason at any time before completion. In that event, the Consultant shall be given written notice by the Contracting Officer of such termination specifying the effective date thereof. Compensation shall be paid to the Consultant pursuant to the terms of Article 2, COMPENSATION for the work actually performed prior to such date. All documents begun or completed by the Consultant pursuant to this Agreement shall become the property of NJ TRANSIT. After receipt of such written notice, the Consultant shall not incur any new obligations without the prior written approval of the Contracting Officer and shall cancel as many outstanding obligations so related as possible. NJ TRANSIT will evaluate each obligation deemed non-cancellable by the Consultant in order to determine its eligibility for inclusion in compensable costs. No damages of any nature shall be claimed against NJ TRANSIT in the event it exercises this right of termination.

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

After receipt of notice of termination, the Consultant shall not incur any new obligations without the approval of NJ TRANSIT and shall cancel as many outstanding obligations as possible. NJ TRANSIT will evaluate each obligation deemed non-cancelable by the Consultant in order to determine its eligibility for inclusion in compensable costs. Compensation shall be made for Scope of Services identified in

Exhibit A (Scope of Services) pursuant to the terms of this Agreement for work actually performed, completed and approved by NJ TRANSIT prior to the date of termination.

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

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

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

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

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

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

17. SOURCE DISCLOSURE:

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

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

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

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

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

language similar to the following:

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

19. PATENT RIGHTS AND RIGHTS IN DATA:

A.) Rights in Data

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

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

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

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

b.) To authorize others so to do.

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

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

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

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

B.) Patent Rights

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

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

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

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

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

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

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

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

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

The Consultant expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be

construed to relieve the Consultant from any liability, nor preclude NJ TRANSIT from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

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

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

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

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

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

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

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

29. NJ TRANSIT CODE OF ETHICS FOR CONSULTANTS:

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

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

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

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

The Consultant shall not offer any NJ TRANSIT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the recipient in the discharge of his or her official duties. In addition, employees or officers of NJ TRANSIT will not be permitted to accept

breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events, or any other item which could be construed as having more than nominal value.

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

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

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

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

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

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

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

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

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

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

If to NJ TRANSIT:

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

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

**NJ TRANSIT AGREEMENT No. _____
(INSERT CONTRACT TITLE)**

EXHIBIT A – SCOPE OF SERVICES

**NJ TRANSIT AGREEMENT No. _____
(INSERT CONTRACT TITLE)**

EXHIBIT B – COST INFORMATION

NJ TRANSIT AGREEMENT No. _____
(INSERT CONTRACT TITLE)

EXHIBIT C – TRAVEL AND BUSINESS REIMBURSEMENT GUIDELINES

**NJ TRANSIT AGREEMENT No. _____
(INSERT CONTRACT TITLE)**

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

**NJ TRANSIT AGREEMENT No. _____
(INSERT CONTRACT TITLE)**

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

**NJ TRANSIT AGREEMENT No. _____
(INSERT CONTRACT TITLE)**

EXHIBIT F – CONSULTANT CERTIFICATIONS AND FORMS

**NJ TRANSIT AGREEMENT No. _____
(INSERT CONTRACT TITLE)**

EXHIBIT G – ADDENDA

**NJ TRANSIT AGREEMENT No. _____
(INSERT CONTRACT TITLE)**

EXHIBIT H – INSURANCE CERTIFICATE

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 15-044**

EXHIBIT 2 - TRAVEL & BUSINESS REIMBURSEMENT GUIDELINES

FY 2015 Per Diem Rates - Effective October 1, 2014

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

FY 2015 Per Diem Rates - Effective October 1, 2014

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

FY 2015 Per Diem Rates - Effective October 1, 2014

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

FY 2015 Per Diem Rates - Effective October 1, 2014

| STATE | DESTINATION | COUNTY / LOCATION DEFINED | SEASON BEGIN | SEASON END | FY2015 Lodging Rate | FY2015 M&IE |
|-------|--|---|--------------|--------------|---------------------|-------------|
| | Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county. | | | | \$83 | \$46 |
| CT | Bridgeport / Danbury | Fairfield | | | \$ 125 | \$ 71 |
| CT | Cromwell / Old Saybrook | Middlesex | | | \$ 93 | \$ 61 |
| CT | Hartford | Hartford | | | \$ 116 | \$ 56 |
| CT | New Haven | New Haven | | | \$ 94 | \$ 61 |
| CT | New London / Groton | New London | | | \$ 98 | \$ 61 |
| DC | District of Columbia | Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland) | October 1 | October 31 | \$ 222 | \$ 71 |
| DC | District of Columbia | Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland) | November 1 | February 28 | \$ 177 | \$ 71 |
| DC | District of Columbia | Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland) | March 1 | June 30 | \$ 229 | \$ 71 |
| DC | District of Columbia | Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland) | July 1 | August 31 | \$ 162 | \$ 71 |
| DC | District of Columbia | Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland) | September 1 | September 30 | \$ 222 | \$ 71 |
| DE | Dover | Kent | October 1 | April 30 | \$ 83 | \$ 46 |
| DE | Dover | Kent | May 1 | September 30 | \$ 101 | \$ 46 |
| DE | Lewes | Sussex | October 1 | June 30 | \$ 88 | \$ 46 |
| DE | Lewes | Sussex | July 1 | August 31 | \$ 137 | \$ 46 |
| DE | Lewes | Sussex | September 1 | September 30 | \$ 88 | \$ 46 |

FY 2015 Per Diem Rates - Effective October 1, 2014

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

FY 2015 Per Diem Rates - Effective October 1, 2014

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

FY 2015 Per Diem Rates - Effective October 1, 2014

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

FY 2015 Per Diem Rates - Effective October 1, 2014

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

FY 2015 Per Diem Rates - Effective October 1, 2014

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

FY 2015 Per Diem Rates - Effective October 1, 2014

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

FY 2015 Per Diem Rates - Effective October 1, 2014

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

FY 2015 Per Diem Rates - Effective October 1, 2014

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

FY 2015 Per Diem Rates - Effective October 1, 2014

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

FY 2015 Per Diem Rates - Effective October 1, 2014

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

FY 2015 Per Diem Rates - Effective October 1, 2014

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

FY 2015 Per Diem Rates - Effective October 1, 2014

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

FY 2015 Per Diem Rates - Effective October 1, 2014

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

FY 2015 Per Diem Rates - Effective October 1, 2014

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

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

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

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 15-044**

EXHIBIT 3 - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

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).

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 15-044**

EXHIBIT 4 - DBE REQUIREMENTS

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

TO ALL NJ TRANSIT EMPLOYEES AND THE CONTRACTING COMMUNITY:

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

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

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

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

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

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

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

Date: 1/30/2013



James Weinstein
Executive Director

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



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

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

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

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

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

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

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

A list of certified DBE firms may be found in the NJ Unified Certification Program (NJUCP) Directory at www.njucp.net. **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.njucp.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.njcup.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 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.

Bidders Checklist (for federal contracts)

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

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

Required Forms

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

Supplemental Forms (if applicable)

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

REQUIRED FORMS

ENCLOSED FOR COMPLETION (MANDATORY):

- **Form A; A1; A2; B; D & Trucking Commitment Schedule**

TO BE OBTAINED AND SUBMITTED (MANDATORY):

- **Copy of NJUCP DBE and NAICS Code Certification**

Consult DBE Program Requirements for further guidance.

First Tier DBE UTILIZATION - FORM A

Project Name: _____

NJT Contract No: _____

Assigned DBE Goal %: _____ NJT Procurement Specialist: _____

Contract Value (\$): _____

First Tier DBE must perform at least 51% of its subcontract value if subcontracting to a Second -Tier DBE or Non-DBE. Do not count Non-DBE portion toward the goal.

| Name, Address and Telephone # of DBE Subcontractor/Subconsultant | Provide <u>Detailed</u> Scope of Work to be Performed (Identify all suppliers) | Dollar Value of Subcontract/Sub-consultant Work (\$) Awarded | Percentage of Subcontract Work (%) |
|---|--|--|------------------------------------|
| | | | % |
| | | | % |
| | | | % |
| | | | % |
| | | | % |
| For DBE suppliers, show original subcontract value multiplied by 60% (\$2,000*60%=\$1200). For DBE portion of work, subtract Non-DBE portion of work from original subcontract value. | TOTALS | \$ | % |

The undersigned will enter into a formal agreement with the DBE(s) listed in this schedule conditioned upon execution of a contract with NJ TRANSIT for the above referenced project. The undersigned understands that removal/replacement of the DBE(s) listed is **NOT PERMISSIBLE** for any reason (pre or post-award), without submitting a written request to the Office of Business Development and receiving **WRITTEN APPROVAL** from the Office of Business Development. Failure to obtain written approval shall result in the breach of contract and subject to corrective action to be determined by NJ TRANSIT.

Company Name: _____

Authorized Signature: _____

Company Address: _____

Print Name: _____

Title: _____

Federal Tax ID #: _____

Prime Contractor's DBE Liaison Officer: _____

Company Tel #: _____

Date Signed: _____

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM A1

Project Title: _____

Date: _____

Prime Contractor/Consultant: _____

Telephone #: _____

Complete the information below for Bidder/Proposer/Prime(s) working on this project. Use Page 2 for all subcontractors/subconsultants

| | Bidder/Proposer/Prime | Bidder/Proposer/Prime | Bidder/Proposer/Prime |
|---|-----------------------|-----------------------|-----------------------|
| Company's Full Name | | | |
| Address | | | |
| City | | | |
| Zip | | | |
| County | | | |
| Phone | | | |
| Fax | | | |
| E-mail | | | |
| Owner | | | |
| Date Established | | | |
| Date Certified | | | |
| Ethnicity | | | |
| Gender | | | |
| Certification Status: DBE or Non-DBE | | | |
| Federal Tax ID # / SSN # | | | |
| Annual Gross Receipts: A - Less than \$500K B - \$500K to \$1M C - \$1M to \$2M D - \$2M to \$5M E - \$5M and over indicate the letter that applies | | | |
| Primary NAICS Code: | | | |

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM A1

Project Title: _____

Date: _____

Prime Contractor/Consultant: _____

Telephone #: _____

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

| | Subcontractor/Subconsultant | Subcontractor/Subconsultant | Subcontractor/Subconsultant |
|--|-----------------------------|-----------------------------|-----------------------------|
| Company's Full Name | | | |
| Address | | | |
| City | | | |
| Zip | | | |
| County | | | |
| Phone | | | |
| Fax | | | |
| E-mail | | | |
| Owner | | | |
| Date Established | | | |
| Date Certified | | | |
| Ethnicity | | | |
| Gender | | | |
| Certification Status: DBE or Non-DBE | | | |
| Federal Tax ID # / SSN # | | | |
| Annual Gross Receipts: A - Less than \$500K B - \$500K to \$1M C - \$1M to \$2M D - \$2M to \$5M E - \$5M and over indicate the letter that applies | | | |
| Primary NAICS Code: | | | |

NON-DBE SUBCONTRACTOR UTILIZATION - FORM A2

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

Bidder/Proposer Prime Name: _____ Project Title: _____

Date: _____ Prime Contract Value: _____

| Name, Address and Telephone # of all Subcontractor/Subconsultants | FEIN # | Provide Detailed Scope of Work to be Performed | Dollar Amount of Subcontractor/Sub-consultant Work (\$) Awarded | Percentage of Subcontract or Work (%) |
|--|---------------|--|---|---------------------------------------|
| | | | \$. | % |
| | | | \$ | % |
| | | | \$ | % |
| | | | \$ | % |
| | | | \$ | % |
| Must provide a detailed scope of work; one-word descriptions are not acceptable. | TOTALS | | \$ | % |

INTENT TO PERFORM AS A 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.

Name of Bidder/Proposer/Prime:

Name of DBE Firm:

Project/Contract Name:

IFB/RFP Contract Number:

Does the undersigned DBE (Answer Accordingly):

Intend to perform subcontract work in connection with the above-mentioned project as a Joint Venture? Circle one. (Yes or No)

Intend to subcontract any portion of its scope of work to a DBE(s)? Circle one. (Yes or No)
If yes, DBE Sub-Primes must complete and submit Form AA. At what percent? _____%

Intend to subcontract any portion of its scope of work to a Non-DBE(s)? Circle one. (Yes or No)
If yes, must complete and submit Form AA2. At what percent? _____%

The undersigned will perform the following described work on the above-referenced project: *(Provide a detailed description of the type of work you will perform on your subcontract. Attach a copy of quote approved and signed by Bidder (optional)).*

Dollar Value of DBE Subcontract: \$ _____

Total Quantity/Units (if applicable): _____ Per Unit Cost (if applicable): \$ _____

The undersigned based the above scope of work and subcontract value on detailed project specs received from the Bidder contractor named above. Circle one. (Yes or No)

The Prime Contractor projected the following commencement and completion date for such work as follows:

DBE Contract Start Date: _____ DBE Contract Completion Date _____

The undersigned DBE will enter into a formal agreement for the above work with the Prime Contractor conditioned upon execution of a contract with NJ TRANSIT. As a DBE subcontractor, I will cooperate with the certification, compliance and monitoring process set forth by NJ TRANSIT. I attest that I will perform at least 51% of my subcontract with my own workforce for the referenced project.

Signature of 1st Tier DBE

Date

Title

Print Name

Telephone #:

Failure to adhere to these instructions or the falsification of any information on this form shall result in breach of contract and subject to the appropriate penalties to be determined by NJ TRANSIT.

Name of Project: _____

NJT Contract #: _____

Prime Original Contract Value: _____

Report for the Month of: _____

Change Orders (Overall Inc/Dec.): _____

Notice to Proceed Date: _____

Total Contract Amount to Date: _____

NJT Project Mgr Name: _____

Total Payments Received from NJT Date: _____

Assigned DBE Goal %: _____

| Name of DBE Subcontractor | Work Task Performed | Original Contract Amount \$ | Change Order Amount \$ (+/-) | Amount of Invoice Received this Month (\$) | Date of Invoice Received in this Month | Payment(s) Made to DBE in this Month in \$\$ (Itemize) | Date(s) Payment Made This Month | Total DBE Payments made to Date in (\$) | % Overall Work Finished | Final Pmt (Y/N) |
|---------------------------|---------------------|-----------------------------|------------------------------|--|--|--|---------------------------------|---|-------------------------|-----------------|
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| | | | | | | | | | | |
| Total(s) → | | \$ | \$ | \$ | Total(s) | \$ | Total(s) | \$ | | |

Itemize payments/invoices and dates if paid/received more than one payment/invoice between the 1st and 31st of THIS Month.

Prime Contractor Information:

Prime Firm Name: _____

Project Director Name: _____

Address: _____

Project Director Signature: _____

Telephone #: _____ Date: _____

Federal TIN #: _____

Prime's Past Due Invoice Information: List any invoice more than 40 days past due from the date submitted to NJT at the time you complete this form.

| Invoice # | Invoice Date | Invoice Amount (\$) | Number of Days Past Due | Comments: |
|-----------|--------------|---------------------|-------------------------|-----------|
| | | | | |

Form E - Prime Contractor's DBE Payment Certification

1. Have all DBE subcontractors with executed subcontracts been paid amounts due from previous progress payments?
 - If yes, skip the next section and go to number 3.
 - If no, please complete fields in box below: (Use additional paper, if needed)

| DBE SubContractor Name | Amount Withheld From Invoice (\$) | Total of Invoice Amount (\$) | Invoice Number | Invoice Date | Specific Reason for Withholding |
|------------------------|-----------------------------------|------------------------------|----------------|--------------|---------------------------------|
| | | | | | |

2. Have you notified the DBE subcontractor(s) that you are withholding payment and the reason(s) why?
 - If yes, provide a copy of written notification to the DBE subcontractor with this form, indicating the date of notification.
 - If no, lack of prior written notification to the DBE(s) that you are withholding payment violates the prompt payment clause guidelines. Please contact the DBE immediately, and provide a copy of written notification to the subcontractor with this form.
3. By signing this form, I certify that all of the above represent true and accurate information.

Note: CFO or equivalent Sr. Manager must complete and sign off on this form.

PROJECT DIRECTOR NAME (PRINT) PROJECT DIRECTOR (SIGNATURE) _____
DATE

Additional Reasons/Comments for Withholding Payment:

DO NOT WRITE BELOW. DEPARTMENTAL USE ONLY.
 Approved
 Denied

THIS FORM IS DUE ON THE 7TH OF EACH MONTH Please forward to:
 Office of Civil Rights and Diversity Programs
 Business Development
 NJ TRANSIT
 One Penn Plaza East, 6th Fl
 Newark, New Jersey 07105-2246

DBE SUBCONTRACTOR Monthly Payment Report - Form E2

Name of DBE Firm: _____
 DBE's FEIN#: _____
 DBE Address: _____
 DBE Telephone #: _____

Report for the Month of: _____
 Contract Number: _____
 Contract Name: _____
 DBE Contract Start Date: _____

Prime Contractor's Information:

Name of Prime: _____ Address: _____ Telephone #: _____

DBE PAYMENT INFO: *Itemize payments/invoices and dates if received/submitted more than one payment/invoice between the 1st and 31st of THIS Month.*

| Work Task Performed | Original Subcontract Amount \$ | Change Order Amount (+/-) | Invoice #(s) Submitted in this month | Dollar Amount of Each Invoice Submitted in this Month | Date of Invoice(s) Submitted this Month | Total Payments Received by DBE In this Month * (\$) | Date Payment(s) Received in this Month | Total Payments Received by DBE To Date (\$) | Total % Work To Date | Final Payment? Y or N |
|---------------------|--------------------------------|---------------------------|--------------------------------------|---|---|---|--|---|----------------------|-----------------------|
| | | | | | | | | | | |
| | | | | | | | | | | |
| TOTALS → | \$ | \$ | TOTALS → | \$ | TOTALS → | \$ | TOTALS → | \$ | | |

Is retainage held on your subcontract? **Yes or No** (circle one) If yes, how much? \$_____. Did your final payment include retainage? **Yes or No** (circle one)

Past Due Invoice(s) Information: List any invoice more than 40 days past due from date submitted to prime at the time you complete this form.

| Invoice # | Invoice Date | Invoice Amount (\$) | Number of Days Past Due | Comments: use additional paper if necessary |
|-----------|--------------|---------------------|-------------------------|---|
| | | | | |

Note: CFO or equivalent Sr. Manager must complete and sign off on this form.

Name: _____ Signature: _____ Title: _____ Date: _____

THIS FORM IS DUE ON THE 7TH OF EACH MONTH IMMEDIATELY FOLLOWING DBE'S SUBCONTRACT START DATE, EVEN IF PAYMENT NOT RECEIVED.

Please mail this form to:
 NJ TRANSIT, Office of Business Development, One Penn Plaza East, 6th Fl, Newark, New Jersey 07105-2246

Do not alter this form in any way.

If you need assistance completing this form please call 973-491-7539, 8058, 8768, 8069, or 8941.

Rev Fed Form E2 -- Sept 2010

DBE TRUCKING COMMITMENT

AGREEMENT

The DBE Trucking Firm Commitment Agreement sheet attached must be signed and completed entirely. Make duplicate copies for additional subcontractors as needed.

Please read DBE Requirement Language for details.

- DBEs must provide information for all DBE/Non-DBE trucking firms it will lease from or subcontract to.
 - *Subcontracting to a Non-DBE trucker means that the Non-DBE will perform a portion of the DBE firm's subcontract.*
 - *2nd Tier DBE trucking firms must perform 100% of their total subcontract value.*
- For Non-DBE leased trucks, credit will only be given for the fee/commission that is received for arranging the transportation services.
 - *All DBE-leased trucks are required to reflect the DBE firm's company name and identification number.*

Copies of the following items must be attached for ALL trucks owned by the DBE:

- Proof of ownership: title(s) or finance agreement(s) ONLY
- registration card(s)
- insurance card(s)
- hazardous waste license(s), if applicable
- apportioned cab card(s), if applicable

MANDATORY FORM

**Copies of the following items must be attached for ALL DBE/non-DBE trucks
leased by the DBE:**

- lease agreement(s)
- title(s)
- registration card(s)
- insurance card(s)
- hazardous waste license(s), if applicable
- apportioned cab card(s), if applicable

MANDATORY FORM

DBE TRUCKING FIRM COMMITMENT AGREEMENT

This commitment is subject to the award and receipt of a signed contract from NJ TRANSIT for the subject project. Note that copies of all supporting documents must be attached.

The DBE trucking firm will perform the following described work on the project: *(Specific work details should include: Type of material to be handled, quantities to be hauled, dollar amount per unit, location the material will be transported).*

Dollar Value of DBE Subcontract: \$ _____

Total Quantity/Units (if applicable): _____ Per Unit Cost (if applicable): \$ _____

Total Number of fully operational DBE-owned trucks to be used on contract? _____.

Total Number of fully operational trucks to be leased from a DBE? _____.

(Provide a copy of lease agreement(s) for each trucking firm).

Total Number of fully operational trucks to be leased from a non-DBE? _____.

*(Provide a copy of lease agreement(s) for each trucking firm. *Note that subcontracting is different from leasing as it relates to trucking).*

Specify ALL Vehicle Information on Page 1 and 2, if applicable

| | | | | | |
|--|------|------|-------|---|---|
| 1 st Tier DBE Trucking Firm | | | | <i>*(T= Title, F=Finance Agreement, I=Insurance Card, R=Registration, A=Apportioned Cab Card, L= Lease Agreement)</i> | |
| # OF Trucks Owned | | | | | |
| VIN # | MAKE | YEAR | MODEL | (Indicate Yes/No/NA) HAZ WASTE DOC | *(Indicate T/F/I/R/A/L) OWNERSHIP DOCS |
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MANDATORY FORM

| Non-DBE Trucking Firm | | | | | |
|---|------|------|-------|------------------------------------|---------------------------------------|
| # Of Trucks Leased From non-DBE Trucking Firm | | | | | |
| VIN # | MAKE | YEAR | MODEL | (Indicate Yes/No/NA) HAZ WASTE DOC | (Indicate T/F/I/R/A/L) OWNERSHIP DOCS |
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| DBE Trucking Firm | | | | | |
| # Of Trucks Leased From DBE Trucking Firm | | | | | |
| VIN # | MAKE | YEAR | MODEL | (Indicate Yes/No/NA) HAZ WASTE DOC | (Indicate T/F/I/R/A/L) OWNERSHIP DOCS |
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I hereby certify that the information present above is correct. I agree to inform the Office of Business Diversity in writing within 10 days, if anything changes.

1st Tier DBE Signature: _____

Date: _____

Print Name: _____

SUPPLEMENTAL SECTION REQUIRED FORMS

ENCLOSED FOR COMPLETION (IF APPLICABLE):

- **Form AA; AA1; AA2; BB; & Trucking Commitment Schedule**

TO BE OBTAINED AND SUBMITTED (IF APPLICABLE):

- **Copy of NJUCP DBE and NAICS Code Certification**

Consult DBE Program Requirements for further guidance.

SECOND TIER DBE UTILIZATION- FORM AA

Project Name: _____

NJT Contract No: _____

DBE Sub-Prime (First Tier) Subcontractor Contract Value (\$): _____

I plan to subcontract _____% of my subcontract to Second Tier DBE subcontractor(s)/subconsultant(s) listed on the chart below to perform/supply the following:

Second Tier DBE subs must perform 100% of their scope of work.

| Name, Address and Telephone # of Second Tier DBE Subcontractor/Subconsultant | Provide <u>Detailed</u> Scope of Work to be Performed | Dollar Value of Subcontractor/Sub-consultant Work (\$) Awarded | Percentage of Subcontractor Work (%) |
|--|---|--|--------------------------------------|
| | | | % |
| | | | % |
| | | | % |
| Any First-Tier DBE firm listed on the Form A must identify any DBE firm it will use to perform its scope of work | TOTALS | \$ | % |

The undersigned understands its approval to perform on the above contract is based upon its identified DBE team listed above and its Non-DBE team listed on the Form AA2. The DBE Sub-Prime must receive written approval from the Office of Business Development for any changes to its DBE and/or Non-DBE subcontractors, their dollar values or scope of work identified on the Form AA and/or AA2 before making any changes. It attests that the identified firms will perform all work. Failure to adhere to, or falsification of any information contained herein shall result in breach of contract and subject to corrective action to be determined by NJ TRANSIT.

DBE Sub-Prime Firm: _____

Authorized Signature: _____

Company Address: _____

Print Name: _____

Title: _____

Federal Tax ID #: _____

Sub-Prime's DBE Liaison Officer: _____

Company Tel #: _____

Date Signed: _____

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM AA1

VJT Contract No: _____

Project Title: _____

DBE Sub-Prime: _____

Telephone #: _____

Date: _____

Complete the information below for Second Tier contractor(s) participating on the project.

| | Subcontractor/Subconsultant | Subcontractor/Subconsultant | Subcontractor/Subconsultant |
|--|-----------------------------|-----------------------------|-----------------------------|
| Company's Full Name | | | |
| Address | | | |
| City | | | |
| Zip | | | |
| County | | | |
| Phone | | | |
| Fax | | | |
| E-mail | | | |
| Owner | | | |
| Date Established | | | |
| Date Certified | | | |
| Ethnicity | | | |
| Gender | | | |
| Certification Status: DBE or Non-DBE | | | |
| Federal Tax ID # / SSN # | | | |
| Annual Gross Receipts: A - Less than \$500K B - \$500K to \$1M C - \$1M to \$2M D - \$2M to \$5M E - \$5M and over indicate the letter that applies | | | |
| Primary NAICS Code: | | | |

NON-DBE SECOND TIER SUBCONTRACTOR UTILIZATION - FORM AA2

Directions: To be completed by any DBE Sub-Prime Contractor for "all" subs including suppliers participating on this contract.

NJ Transit Contract No: _____ Date: _____ DBE Sub-Prime Contract Value: \$ _____

DBE Sub-Prime Contractor Name: _____ Project Title: _____

| Name, Address and Telephone # of all Second Tier Subcontractor(s)/Subconsultant(s) | FEIN # | Provide <u>Detailed</u> Scope of Work to be Performed | Dollar Amount of Subcontractor/Subconsultant Work (\$) Awarded | Percentage of Subcontractor Work (%) |
|--|--------|---|--|--------------------------------------|
| | | | \$ | % |
| | | | \$ | % |
| | | | \$ | % |
| | | | \$ | % |
| | | | \$ | % |
| Must provide a detailed scope of work; one-word descriptions are not acceptable. | | TOTALS | \$ | % |

INTENT TO PERFORM AS A SECOND TIER DBE - FORM BB

The Bidder is prohibited from completing any portion of this form and directing the DBE to sign a blank form. **DIRECTIONS:** DBE(s) listed on the Form AA must complete all information on this form and must complete Form AA2 for any Non-DBE subcontractor performing a portion of its subcontract.

Name of First Tier DBE/Sub-Prime:

Name of Second Tier DBE Firm:

Project/Contract Name: _____

IFB/RFP Contract Number: _____

Does the undersigned intend to perform subcontract work in connection with the above-mentioned project as a Joint Venture? Circle one. (Yes or No)

Will you subcontract any portion of your scope of work to a DBE(s)? Circle one. (Yes or No)

Will you subcontract any portion of your scope of work to a Non-DBE(s)? Circle one. (Yes or No)

The undersigned will perform the following described work on the above-referenced project: *(Provide a detailed description of the type of work you will perform on your subcontract. Attach a copy of quote approved and signed by Bidder (optional)).*

Dollar Value of DBE Subcontract: \$ _____

Total Quantity/Units (if applicable): _____ Per Unit Cost (if applicable): \$ _____

The undersigned based the above scope of work and subcontract value on detailed project specs received from the DBE Sub-Prime named above. Circle one. (Yes or No)

The Prime Contractor *projected* the following commencement and completion date for such work as follows:

DBE Contract Start Date: _____ DBE Contract Completion Date _____

The undersigned DBE will enter into a formal agreement for the above work with the DBE Sub-Prime conditioned upon execution of a contract with the Prime on the project. As a Second Tier DBE subcontractor, I will cooperate with the certification, compliance and monitoring process set forth by NJ TRANSIT. I attest that I will perform 100% of my subcontract with my own workforce for the referenced project.

Signature of Second Tier DBE

Date

Title

Print Name

Telephone #:

Failure to adhere to these instructions or the falsification of any information on this form shall result in breach of contract and subject to the appropriate penalties as determined by NJ TRANSIT.

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 15-044**

EXHIBIT 5 - ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

RFP No. 15-044
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

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

The undersigned acknowledges receipt of the following addenda.

| <u>Addendum Number</u> | <u>Date</u> |
|------------------------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

By: _____
Signature of Company Official

Official's Title

Company Name

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 15-044**

EXHIBIT 6 – STATEMENT OF JOINT VENTURE (IF APPLICABLE)

**STATEMENT OF JOINT VENTURE
FOR
PROFESSIONAL SERVICES**

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

1. THE CONSULTANT, UNDER WHOSE NAME WE HAVE AFFIXED OUR RESPECTIVE SIGNATURES, HAS DULY AUTHORIZED AND EMPOWERED US TO EXECUTE THIS STATEMENT OF JOINT VENTURE IN THE NAME OF AND ON BEHALF OF SUCH CONSULTANT FOR THE PURPOSES HEREIN FURTHER SET FORTH.

2. THE FOLLOWING NAMED CONSULTANTS:

(a);;;
() Individual () Partnership () Corporation

(b);;;
() Individual () Partnership () Corporation

(c);;;
() Individual () Partnership () Corporation

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

3. UNDER THE PROVISIONS OF SUCH JOINT VENTURE THE ASSETS OF EACH OF THE CONSULTANTS NAMED IN PARAGRAPH 2 HEREOF, AND IN CASE ANY CONSULTANT SO NAMED ABOVE IS A PARTNERSHIP THE ASSETS OF THE INDIVIDUAL MEMBERS OF SUCH PARTNERSHIP, WILL BE AVAILABLE FOR THE PERFORMANCE OF SUCH JOINT VENTURE AND LIABLE THEREFOR AND FOR ALL OBLIGATIONS INCURRED IN CONNECTION THEREWITH.

4. THIS STATEMENT OF JOINT VENTURE IS EXECUTED SO THAT THE NAMED CONSULTANTS MAY, UNDER SUCH JOINT VENTURE, PROPOSE TO PERFORM THE WORK AND PROFESSIONAL SERVICES HEREIN MENTIONED AND THEY MAY, IF THE SUCCESSFUL PROPOSER THEREFOR, BE AWARDED THE CONTRACT FOR SUCH WORK AND PROFESSIONAL SERVICES. ANY CONTRACT RELATING TO THE WORK AND PROFESSIONAL SERVICES HEREINAFTER SPECIFIED SHALL BE EXECUTED BY ANY PERSON AUTHORIZED TO BIND ANY MEMBER OF THIS JOINT VENTURE, AND WHEN SO EXECUTED SHALL BIND THIS JOINT VENTURE AND EACH AND EVERY CONSULTANT NAMED HEREIN, SEVERALLY AND JOINTLY. SIMULTANEOUS WITH THE EXECUTION OF THE CONTRACT THE JOINT VENTURERS SHALL DESIGNATE AND APPOINT A PROJECT MANAGER/DIRECTOR TO ACT AS THEIR TRUE AND LAWFUL AGENT WITH FULL POWER AND AUTHORITY TO DO AND PERFORM ANY AND ALL ACTS OR THINGS NECESSARY TO CARRY OUT THE WORK AND PROFESSIONAL SERVICES SET FORTH IN SAID CONTRACT.

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

5. AS JOINT VENTURERS, WE BIND THE CONSULTANT FOR WHOM WE RESPECTIVELY EXECUTE THIS STATEMENT OF JOINT VENTURE IN FIRM AGREEMENT WITH NJ TRANSIT THAT EACH OF THE REPRESENTATIONS HEREIN SET FORTH IS TRUE.

6. THE WORK AND PROFESSIONAL SERVICES FOR WHICH THIS JOINT VENTURE HAS BEEN ENTERED INTO IS IDENTIFIED AS:

.....
.....
.....
.....

SUBSCRIBED AND SWORN TO BEFORE ME,

THIS DAY OF
....., 20.....

(a)
(Name of Consultant)

BY
(Also type or print name of signer)

SUBSCRIBED AND SWORN TO BEFORE ME,

THIS DAY OF
....., 20.....

(b)
(Name of Consultant)

BY
(Also type or print name of signer)

SUBSCRIBED AND SWORN TO BEFORE ME,

THIS DAY OF
....., 20.....

(c)
(Name of Consultant)

BY
(Also type or print name of signer)

TO BE EXECUTED BY EACH JOINT VENTURER

AUTHORIZATION AND DESIGNATION OF RESPECTIVE AFFIANTS TO THE STATEMENT OF JOINT VENTURE HERETO ATTACHED TO ACT FOR AND ON BEHALF OF THE CONSULTANTS NAMED IN PARAGRAPH 2 THEREOF:

(a) HEREBY CERTIFIES THAT
(Name of Consultant)
..... HAS BEEN AND IS HEREBY EMPOWERED
(Name of Representative)
TO SIGN THE STATEMENT OF JOINT VENTURE ATTACHED HERETO AS THE AUTHORIZED
REPRESENTATIVE OF
(Name of Consultant)
FOR THE SPECIAL PURPOSE THEREIN EXPRESSED.

ATTEST

(SEAL NECESSARY IF CORPORATION)

• • • • •

(b) HEREBY CERTIFIES THAT
(Name of Consultant)
..... HAS BEEN AND IS HEREBY EMPOWERED
(Name of Representative)
TO SIGN THE STATEMENT OF JOINT VENTURE ATTACHED HERETO AS THE AUTHORIZED
REPRESENTATIVE OF
(Name of Consultant)
FOR THE SPECIAL PURPOSE THEREIN EXPRESSED.

ATTEST

(SEAL NECESSARY IF CORPORATION)

• • • • •

(c) HEREBY CERTIFIES THAT
(Name of Consultant)
..... HAS BEEN AND IS HEREBY EMPOWERED
(Name of Representative)
TO SIGN THE STATEMENT OF JOINT VENTURE ATTACHED HERETO AS THE AUTHORIZED
REPRESENTATIVE OF
(Name of Consultant)
FOR THE SPECIAL PURPOSE THEREIN EXPRESSED.

ATTEST

(SEAL NECESSARY IF CORPORATION)

• • • • •

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 15-044**

EXHIBIT 7 - NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

ss:

COUNTY OF _____

I, _____ of the City of _____
in the County of _____ and the State of _____
of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____ the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____ (Name of Contractor).

(Also type or print name of affiant under signature)

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public of _____

My commission expires _____ 20____

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 15-044**

EXHIBIT 8 - CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The _____ (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.

_____ (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

Type or Print Name

Title

Date

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 15-044**

EXHIBIT 9- AFFIDAVIT OF COMPLIANCE (CODE OF VENDOR ETHICS)

AFFIDAVIT OF COMPLIANCE

I, _____ (*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.

(Print Name of Contractor)

(Signature of Authorized Principal or Officer)

(Print Name and Title of Signator)

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 15-044**

**EXHIBIT 10 – CERTIFICATION OF CONTRACTS, 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

Print Name

Title

Firm

Date

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 15-044**

EXHIBIT 11 - OWNERSHIP DISCLOSURE

OWNERSHIP DISCLOSURE FORM

NUMBER :
 OPEN DATE :
 T-NUMBER :
 BIDDER :

PAGE

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

| NAME | HOME ADDRESS | DATE OF BIRTH | OFFICE HELD | OWNERSHIP INTEREST (Shares Owned or % of Partnership) |
|-------|--------------|---------------|-------------|--|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

| NAME | HOME ADDRESS | DATE OF BIRTH | OFFICE HELD | OWNERSHIP INTEREST (Shares Owned or % of Partnership) |
|-------|--------------|---------------|-------------|--|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

COMPLETE ALL QUESTIONS BELOW

| | YES | NO |
|--|-------|-------|
| 1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.) | _____ | _____ |
| 2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other state or the U.S. Government? (If yes, attach a detailed explanation for each instance.) | _____ | _____ |
| 3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.) | _____ | _____ |
| 4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance.) | _____ | _____ |
| 5. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attach a detailed explanation for each instance.) | _____ | _____ |

CERTIFICATION: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

COMPANY NAME: _____ (Signature)
 ADDRESS: _____ PRINT OR TYPE _____ (Name)
 _____ (Title)
 FEIN/SSN#: _____ Date: _____

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 15-044**

EXHIBIT 12 - DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: _____

Bidder/Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the 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>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____
Description of Activities _____
Duration of Engagement _____ Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

**NEW JERSEY TRANSIT CORPORATION
REQUEST FOR PROPOSAL (RFP) NO. 15-044**

EXHIBIT 13 – SOURCE DISCLOSURE CERTIFICATION

N.J.S.A 52:34-13.2 CERTIFICATION
SOURCE DISCLOSURE CERTIFICATION FORM

Consultant: _____

Contract Number: _____

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Consultant.

The Consultant submits this Certification as part of its proposal in response to the referenced solicitation issued by NJ TRANSIT, in accordance with the requirements of N.J.S.A. 52:34-13.2.

The following is a list of every location where services will be performed by the consultant and all subconsultants.

| <u>Consultant or Subconsultant</u> | <u>Description of Services</u> | <u>Performance Location[s] by Country</u> |
|------------------------------------|--------------------------------|---|
|------------------------------------|--------------------------------|---|

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Consultant to the Director of Contracts, NJ TRANSIT Corporation, One Penn Plaza East, Newark, NJ 07105.

I understand that, after award of a contract to the Consultant, it is determined that the Consultant has shifted services declared above to be provided within the United States to sources outside the United States prior to a written determination by the Contracting Officer, that the services can not be performed in the United States, the Consultant shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Article 15 of the Professional Services Agreement.

I further understand that this Certification is submitted on behalf of the Consultant in order to induce NJ TRANSIT to accept a proposal, with knowledge that NJ TRANSIT is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Consultant: _____
[Name of Organization or Entity]

By: _____

Title: _____

Print Name: _____

Date: _____