

Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
Richard T. Hammer, Commissioner
Steven H. Santoro, Executive Director



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

November 8, 2016

Mr. Stanley Rosenblum, Vice President/Project Executive
JACOBS Engineering Group Inc.
299 Madison Avenue
PO Box 1936
Morristown, New Jersey 07962-1936

Re: NJ TRANSIT Contract No.15-031
DESIGN, ENGINEERING, CONSTRUCTION ASSISTANCE
AND OTHER TECHNICAL SERVICES FOR THE NJ TRANSITGRID

Subject: Notice to Proceed

Dear Mr. Rosenblum

NJ TRANSIT hereby issues a full Notice to Proceed (NTP) to JACOBS Engineering Group Inc. effective November 8, 2016 for Design, Engineering, Construction Assistance and Other Technical Services for the NJ TRANSITGRID, in accordance with the above referenced Contract for the not to exceed amount of \$17,196,982.06.

This Notice to Proceed supersedes a Limited Notice to Proceed (LNTP) previously issued on June 29, 2016 for Task No.4 and increase the LNTP for Task No.1 and 2, issued on August 2, 2016.

Enclosed for your use and files is an original copy of fully executed Contract No.15-031 and Purchase Order No. L-97057. JACOBS Engineering Group Inc. is required to complete this project by the contract specified time period of fifteen months from the effective date of this Notice to Proceed.

Should you have any questions regarding this matter please do not hesitate to contact Thomas J. Fusco, Principal Contract Specialist at 973-491-7299.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Amy B. Herbold', written over the printed name and title.

Amy B. Herbold
Deputy Executive Director

cc: S. Santoro, P. Kelly, T. Fusco, N. Marton, E. Daleo

AGREEMENT NO. 15-031

BETWEEN

NEW JERSEY TRANSIT CORPORATION

AND

FOR PROFESSIONAL SERVICES

This Agreement made as of August 4 2016, between the New Jersey Transit Corporation (hereinafter "NJ TRANSIT"), a public instrumentality of the State of New Jersey and JACOBS Engineering Group Inc. having its principal place of business at 329 Madison Ave. Morristown, NJ 07962-1936 (hereinafter the "Consultant").

WITNESSETH:

WHEREAS, the Board of Directors of NJ TRANSIT, at its meeting of February 10, 2016, authorized the Executive Director to enter into this Agreement ("Agreement" or "Contract") with the Consultant for DESIGN, ENGINEERING, CONSTRUCTION ASSISTANCE AND OTHER TECHNICAL SERVICES FOR THE NJ TRANSIT GRID; 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 \$17,196,982.06 as set forth in Exhibit B (Cost Information), annexed hereto and made part hereof. The costs

have been identified as \$7,213,338.90 for direct labor, \$7,362,673.79 for indirect costs, and \$1,266,583.50 for direct expenses. The fixed fee has been identified as \$1,354,385.87. 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:

Firm	Contract Year 2016
Jacobs GBNA	100.9%
Jacobs NAI	109.46%
Burns	148.64%
Levitan	N/A
LTK	146.65%
GTS	150.00%
LKG	111.46%
Matrix	160.33%
RGA	147.11%
SJH	140.00%
SSA	133.00%
SCC	37.00%
Exida	N/A

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 **four hundred fifty seven (457) calendar days after the effective date of the Notice to Proceed.**

5. MODIFICATION OF AGREEMENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. INDEMNIFICATION: The Consultant shall defend, indemnify and save harmless the State of New Jersey, NJ TRANSIT and its subsidiaries, and their officers, employees, servants and agents ("Indemnified Parties") from all suits, actions, demands or claims of any character including, but not limited to, expenditures and costs of investigations, hiring of witnesses, court costs, counsel fees, settlements, judgments or otherwise, brought because of any injuries or damage received or sustained by any person, persons, or property arising from the performance of the work in this Agreement by said Consultant or its subconsultants including, but not limited to, any act, omission, neglect, or misconduct of said Consultant or its subconsultants in the performance of the work outlined in this Agreement; or from any claims or amounts arising or recovered under the Worker's Compensation Act, or any other law, ordinance, order, or decree. So much of the money due the said Consultant under and by virtue of this Agreement as may be considered necessary by 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 of \$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 commercial general liability insurance using ISO Occurrence Form CG0001 /93 or equivalent. The policy shall provide an 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 04/13, CG 2010 04/13 and CG 2037 04/13 (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 automobile liability insurance applicable to all owned, non-owned, hired or leased vehicle with a limit 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 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 limit 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 (pursuant to the paragraph below) 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.

The Consultant agrees to require its subcontractors to carry insurance of the type and in the amounts necessary to protect the Consultant from liability arising under this Agreement. The contracts with the subcontractors will require that the insurance policies name the Consultant and the Indemnified Parties as an additional insured at no additional cost to NJ Transit in accordance with this provision. To the extent that a subcontractor causes bodily injury and/or property damage to a third party and is uninsured or underinsured, Jacobs Engineering Group, Inc.'s policies would provide coverage for the vicarious liability of its subcontractors.

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

NJ TRANSIT shall have the right to inspect all services hereunder and specifically reserves the right to conduct on-site visits and perform financial audits and operational reviews. Any inspection, audit or review or lack thereof shall not relieve the Consultant of responsibility for satisfactory performance of the

Scope of Services. Consultant shall maintain a true and correct set of Records for all charges and in sufficient detail to permit reasonable verification or correction of charges and performance in accordance with this Agreement.

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

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

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

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

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

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

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

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

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

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

If, after notice of termination of this Agreement under the provisions of this Article, it is determined for any reason that the Consultant was not in default under the provisions of this Article, or that the default was excusable under the provisions of this Article, the rights and obligations of the parties shall be the

same as if the notice of termination had been issued pursuant to Article 14, TERMINATION FOR CONVENIENCE.

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

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

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

17. SOURCE DISCLOSURE:

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

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

whether sufficient justification has been provided by the proposer to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Executive Director.

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

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

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

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

19. PATENT RIGHTS AND RIGHTS IN DATA:

A.) Rights in Data

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

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

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

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

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

b.) To authorize others so to do.

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

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

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

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

B.) Patent Rights.

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

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

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

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

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

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

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

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

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

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

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

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

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

24. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW:** The Consultant shall comply with applicable laws, ordinances, and codes of the United States, the State of New Jersey and local

governments within the State. If NJ TRANSIT determines that the Consultant has violated or failed to comply with applicable federal, state or local laws with respect to its performance under this Agreement, NJ TRANSIT may withhold payments for such performance and take such other action that it deems appropriate under the circumstances until compliance or remedial action has been accomplished by the Consultant to the satisfaction of NJ TRANSIT. The Consultant acknowledges that federal requirements may change and the changed requirements will apply to the project as required, unless the Federal Government determines otherwise.

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

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

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

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

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

29. **NJ TRANSIT CODE OF ETHICS FOR CONSULTANTS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to NJ TRANSIT:

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

With a copy to:

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

If to the Consultant:

Attn: Stanley Rosenblum
Vice President/Project Executive

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

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

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

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

Inquiries should be directed to:

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

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

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

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

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

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

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

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

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

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

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

41. FALSE OR FRAUDULENT STATEMENTS AND CLAIMS:

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

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

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

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

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

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

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

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

(a) Compliance with Regulations

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

(b) Nondiscrimination

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

(c) Equal Employment Opportunity

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

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

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

(2) Age

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

(3) Disabilities

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

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

(e) Information and Reports

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

(f) Sanctions for Noncompliance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

54. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN: Pursuant to N.J.S.A. 52:32-55 et seq., any person or entity that submits a proposal or otherwise proposes to enter into or renew a contract must complete the certification to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Consultants must review this list prior to completing the Disclosure of Investment Activities In Iran Certification. If NJ TRANSIT finds a person or entity to be in violation of law, NJ TRANSIT shall take action as may be appropriate and provided by law, rule or

contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

below, are incorporated into this Contract:

EXHIBIT A (SCOPE OF SERVICES)

EXHIBIT B (COST INFORMATION)

EXHIBIT C TRAVEL AND BUSINESS REIMBURSEMENT GUIDELINES

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

EXHIBIT E DBE REQUIREMENTS FOR RACE CONSCIOUS FEDERAL PROCUREMENT ACTIVITIES

EXHIBIT F CONSULTANT CERTIFICATIONS AND FORMS

EXHIBIT G ADDENDA

EXHIBIT H INSURANCE CERTIFICATE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the 4th of August 2016 to be effective as of the day and year first above written.

WITNESS:

By: 
Title

NEW JERSEY TRANSIT CORPORATION

By: 
Contracting Officer or Duly Authorized Designee

WITNESS:

By: 
Title

ASS Corp. SEC.

CONSULTANT

By: 
Title

VICE President

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

ROBERT LOUGY
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: 
Deputy Attorney General

JESSICA E. GOLDSTEIN

NJ TRANSIT Contract No.15-031

Design, Engineering, Construction Assistance and Other Technical Services for the NJ TRANSITGRID, Phase I

Conformed Scope of Work

Task 1 - Project Management and Administration

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

The Consultant shall maintain a continuous and timely dialogue and flow of information between the Consultant and NJ TRANSIT including coordination and assistance with Amtrak, utilities and other related jurisdictional agency reviews as required subject to NJ TRANSIT direction.

The Consultant will 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's proposed management team will be led by Roger Copeland, who has experience in delivering innovative and complex power generation and infrastructure projects for microgrid and utility applications. The Consultant's Team includes Deputy Project Manager, Diaa Elmaddah, who brings experience with rail and transportation projects.

Subtask 1.1 - Project Management Plan

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

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

ORGANIZATION AND STAFFING

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

PROJECT SET-UP

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

MANAGEMENT & PROJECT CONTROLS

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

RISK MANAGEMENT

- Scope
- Risk Identification
- Risk Evaluation
- Risk Control

ENGINEERING PROGRAM

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

STAKEHOLDER & COMMUNITY OUTREACH

- Permitting, Approvals and Regulatory Stage Gates
- Roles of Stakeholders and Responsibility Matrix
- Interagency Coordination
- Community Outreach/Coordination Plan
- PJM Application Process Plan
- Third Party Coordination / Third Party Agreements management

COMMUNICATIONS PROTOCOL

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

PROJECT CONSTRUCTION

- Construction Inspection and Observation
- HASAP
- Document Reviews
- Project Controls
- Field Procedures
- Record Drawings
- System Coordination and Testing
- Project Close-Out

ADDITIONAL

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

Subtask 1.2 - Project Control

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

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

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

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

Within Thirty-five (35) days of Notice to Proceed, the Consultant will prepare and submit to NJ TRANSIT for approval a Project Controls Plan (PCP) for NJ TRANSITGRID. The PCP will be the guide for monitoring cost and schedule performance, and will be developed to optimize project staffing, productivity and cost effectiveness.

The PCP will define:

- Major phases and milestones of the project
- Major work items/activities and their planned completion dates
- Planned approach for completion of major work items/activities
- Listing of planned deliverables and due dates expected for each major work item/activity
- Listing of anticipated input from NJ TRANSIT and third parties required to progress and complete each major work item/activity
- Identification of the staff responsible for delivery of each major work item/activity
- Planned budget and hours for delivery of each major work item/activity
- Scheduling software (Primavera P6)
- Cash flow requirements

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

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

The Consultant shall develop and maintain a detailed project schedule, representing a practical plan to complete the Contract Scope of Work, and to meet the overall schedule objective of achieving Bid Ready status by NTP + 15 months. Additionally the Consultant shall prepare a projected construction schedule(s) for the work required to complete the NJ TRANSITGRID Project and have it fully operational.

The Phase I Schedule shall be detailed and correlate with the work plan described in the PMP and organized based on the tasks and major elements of the Project. The Phase I schedule shall identify all activities and milestones associated with the PE Contract's scope of work.

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

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

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.

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

Deliverables:

- Work Breakdown Structure Codes
- Baseline Schedule – draft and final

- Monthly Progress Schedule and Schedule Status Report
- Recovery Plan and Schedule, as required
- As-Built Schedule

**Subtask 1.2.2 -
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 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 ECMS document control system.

The system must manage manual and electronic documents including:

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

The system must provide the following features:

- Central clearinghouse for all project documents
- Categorization of inbound traffic
- Marking of each document with (at a minimum):
 - 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 NJDARM requirements)

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

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

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

Using ProjectWise, the Consultant will have access to files and folders structured to allow interdisciplinary team

collaboration of design work. Off-site Team members will be able to develop their designs at their own locations, while allowing them to seamlessly and in real time update drawings, files, and design calculations housed in the project file repository.

With all project information residing on the ProjectWise platform, document deliverables and progress copies of all types, including Microsoft Office and Outlook, CAD, Technical Specifications, Estimates, Reports, etc., will be consistent, relevant, and timely. Deliverables of electronic files, drawings, and PDFs can be sent to devices such as printers, plotters, and e mail links. Project specific standards and output configurations are deployed and enforced. Using ProjectWise, managed electronic project documents would include:

- Contracts, scope of work narratives
 - Budget logs, cost reports, finance data, and invoices
 - General correspondence
 - Email messages and attachments
 - Project Management Plan
 - Quality Control Plan
 - Inspection reports, site records, and related information
 - Drawings, plans, and images
 - BIM models and data
 - Technical specifications
 - Calculations
 - Equipment cut sheets
 - Project deliverables
 - Log of CDs, DVDs, and other hard media data
 - Native files and image files of all documents
 - Management of project documents on ProjectWise
- includes:
- Central storage of all project documents
 - Categorization of inbound traffic
 - Document dates, subject, to and from
 - Filing of scanned documents
 - Email distribution and notification. Only project email that includes decisions or email that materially affects decisions or approvals will be retained in the RMCS
 - Backup and maintenance of the data and system
 - Printing capability of all document sizes and formats

Hardcopy project documents will be first scanned as searchable PDF files and then filed electronically.

Hardcopy documents will be marked with the corresponding sequence number and then filed. Upon upload, categorization and metadata capture of project documents, individuals responsible for action on those documents will be notified via alerting tools.

Deliverables:

Records Document Management System and identification of appropriate support staff subject to NJ TRANSIT approval.

**Subtask 1.2.3 -
Monthly Progress
Reporting**

The Consultant will carefully monitor project progress during the life cycle of the project and provide NJ TRANSIT with periodic progress reports as scheduled in the reporting calendar. The report, together with the invoice and progress schedule, will be of sufficient detail to enable NJ TRANSIT to evaluate project progress and review and approve requests for payments to the Consultant.

Deliverables:

Monthly Progress Report
Monthly Quality Certificate

**Subtask 1.3 - Quality
Control**

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

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

- Production of quality documents and projects
- Establishing an environment where there is continuous striving for improvement
- Installing quality from the start rather than restoring it later
- Encouraging communication

- Improving understanding of NJ TRANSIT requirements
- Build teamwork and cooperation in solving problems

Deliverables:

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

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

The Consultant will develop a documented Project Quality Management Plan (QMP) specific to the requirements of this project, which will outline the Consultant's quality management processes. Subsequently, the Consultant will develop Project Specific Quality Plans (PSQP Matrix) unique to each deliverable.

Successful execution of the QMP requires collaborative development of processes that are tailored to the scope. This approach provides the project team with a full understanding of the processes, roles and responsibilities related to quality, which results in deliverables of the highest quality.

The Project Specific Quality Plans or PSQP Matrix unique to each deliverable. The PSQP Matrix is designed to effectively communicate and plan quality control functions by phase and deliverable, the staff required to perform QC, the level of QC, and deadlines. It also provides for additional comments as needed.

**Subtask 1.3.2 -
 Quality Management
 Plan Requirements**

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

Gatekeeper Audit is a documented review performed by the Quality Manager on the complete submittal package when the coordinated QC efforts have been completed for a milestone submission to NJ TRANSIT. The submittal

must pass the audit or it will not be submitted. The Gatekeeper Audit is implemented to eliminate and mitigate errors and omission for all deliverables. The process involves reviewing the QC documents, Intra-discipline review log, Decisions Log, and your comments, and then listing any findings and sending back to the responsible part to have corrective actions taken. All findings must be corrected, and then verified by the Quality Manager in writing prior to the release for submittal.

The Consultant Quality Management approach outlined herein shall comply with ISO 9001:2008 and the U.S. DOT Federal Transit Administration Quality Management System Guidelines – FTA-PA-27-5194-12.1.

Subtask 1.3.3 - ISO 9001 Requirements

The Consultant will abide by current ISO Standards applicable to the Project. The Consultant's execution of this task is driven by NTP of the contract and developing the QMP and Quality Management System to exceed the ISO Standards.

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

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

Subtask 1.3.4 - Quality Manager and Other Resources

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

The Consultant will prepare three in-house quality documents for each project Phase, which are elements of the overall PMP discussed earlier. These consist of the Project Procedures Manuals (PPM), Project Criteria Document (PCD), and the Quality Management Plan (QMP). These documents are prepared within Thirty (30) days of receipt of NTP. The Quality Manager, will provide these documents to the Project Manager to guide compliance with the contractual requirements. Both their signatures are used to attest to the fact that all critical elements of the Contract have been addressed; thus providing another check for the Contract review. Once these documents are edited, the Consultant will distribute copies of the PPM/PCD and QMP as part of the PMP to the project team for implementation.

The Consultant will also obtain input and approvals for the PCD/QMP from NJ TRANSIT. The subs working on the project are required to adhere to these documents as part of the Consultant's Team.

Subtask 1.3.5 - Design Control

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

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

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

A quality Design Review Schedule, identifying dates when the Consultant quality controls are carried out, will also be agreed upon. These dates will fall within the contractually approved project milestones and incorporate into the project schedule. The Consultant will also use a "decisions

log” to document, track, and verify all approved design inputs and changes are incorporated into the drawings, specifications, estimates, reports, and any additional milestone submittal products.

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

Documents that are in draft are marked as draft and given a sequential letter assignment, (i.e. Draft A for the initial draft followed by Draft B, etc.) for subsequent updates to the document. Once a document is officially issued, it is given a numerical revision number starting at Revision 0. Revision 1 follows and is sequential if changes are made to the document.

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

Non-conformances are logged and tracked by the Quality Manager. The Quality Manager will assign the corrective actions, verify actions are taken and report to NJ TRANSIT.

Subtask 1.3.6 - Control of Quality Records

The Consultant's Quality Manager will verify that the quality records are filed and stored. In addition the Quality Manager will also verify that scanned or hard copy documents have all undergone the Consultant's QC procedures during the secondary audit review. Files will be kept for seven (7) years following completion of construction. Subconsultants will also maintain their quality records, in a manner similar to that carried out by the Consultant.

An Auditor from the Consultant will visit the subconsultants' offices to verify if the quality documents generated by them have been identified and maintained to specified requirements in accordance with the schedule provided in the NJ TRANSIT approved project QC plan.

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

**Subtask 1.3.7 -
Internal Quality
Audits**

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

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

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

Deliverables:

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

**Subtask 1.4 -Peer
Review of Design**

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

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

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

Deliverables:

Peer Review Reports

**Subtask 1.5 -
Configuration
Management**

Major deliverables under this task will include the development of a Configuration Management Plan consistent with NJ TRANSIT standards and the contract in accordance with NJ TRANSIT requirements, the Consultant will establish an electronic system for the configuration management of drawings, specifications, and documents that establish the baseline of the project. This type of technical coordination is achieved by establishing a baseline description of the system and controlling changes to this baseline as the design progresses.

The purpose of the configuration management program is:

- Describe the project in terms of the documentation required to produce it, including plans, designs and procedures.
- Identify the agencies with authority over the program, their organizations, and their interrelationships involved in the production and review of designs.
- Identify the organizational entities to be directly involved in the program including a configuration management staff and a change control authority.
- Establish criteria for determining what project documents are subject to control and who receives controlled copies.
- Set forth the goals and processes of basic configuration management procedures including baselining, design

reviews, and change control.

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

Deliverables:

Configuration Management Plan – draft and final Contract Document Log

Subtask 1.6 - Project Meetings

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

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

- Safety Moment
 - Health, Safety, and Environmental Review
 - Design Progress, Change, and Review
 - Construction Progress/Status
 - Schedule
 - Budget
 - Review QA/QC Issues
 - Design Changes, Change Notices, and Change Orders
- Critical Submittals
- Critical RFIs
 - Action Items

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

- Deputy Project Manager/Project Engineers
- Project Controls Manager

- Cost Engineer
- Planner/Scheduler
- Discipline Lead Personnel
- Materials Manager
- Expediter
- Construction Representative
- Estimator

The meeting recorder will issue minutes in the form of a Project Note within one day following the meeting per the defined project document distribution matrix.

Deliverables:

Kickoff Meeting Minutes

Interface and Integration Management Meeting Minutes

Progress Meeting Minutes

**Subtask 1.7 -
Payment Procedures**

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

Applications for payment at a minimum will contain:

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

Deliverables:

Applications of Payment

Final Invoice

TASK 2 - Engineering

As the system design is developed, the first milestone after the equipment is selected, will be to advance the design to 10% completion. The actual level for each element will be

coordinated with the NEPA, Permitting and Regulatory Compliance engineering data requirements as well as Risk Assessment, and Contract.

The Consultant will package tasks to produce the best value for NJ TRANSIT to move the project forward to completion, and will be a function of equipment submittal details, air permit data, PJM interconnection, etc. A construction-staging plan will describe potential methods and sequence of construction to complete the project while maintaining passenger service where applicable.

Preliminary Design drawings, specifications, schedules, and associated documents will be prepared consistent with the applicable New Jersey and national standards, as well as applicable power industry pressure vessel code standards and will include at least the following information:

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

8. Statement of Estimated Construction Costs and Schedule will be provided. The format of the Cost Estimate reports will be consistent with NJ TRANSIT's Superstorm Sandy Recovery and Resilience Program requirements.

9. Modifications to Electric Traction Power Supply, Catenary and Signal Power Sectionalization Plans.

CYBERSECURITY

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

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

The design will include:

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

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

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

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

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

Deliverables:

Drawing formats for approval;
Technical Memoranda documenting additional engineering studies as required
(15 copies);
Review Set, plan and profile drawings for the, sections at appropriate scales;
Final Set, plan, profile and section drawings as above (15 copies CADD files on CD-Disc);
Review set, 11" x 17" and 8½" x 11" drawing reductions as above (15 copies originals plus CADD files on Disc).

- 10% Plans & Specifications
- 50% complete interim 20% Plans & Specs review package
- 100% complete final 20 % Plans and Specs review package

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

The Consultant will conduct a comprehensive review and summary of available gas-fired technologies to achieve the requisite power generation capability for the NJ TRANSITGRID, combined with various storage technologies to alleviate the challenges of the noisy load profile, NJ TRANSIT will be able to make an informed decision of the appropriate reliable and efficient technology for this application.

The analyses by Sandia considered Combined-Cycle Gas Turbine Technology, Reciprocating Engine Technology, or a combination of the two technologies in order to accommodate requirements related to minimum operating load, ramping capability, and cycling (start-stop) that must

be met in order to operate an islanded scenario versus grid connected. As part of this evaluation, it is important to further develop the cost-benefit analysis of gas turbine power generation versus reciprocating engine power generation.

This will account for maximum operational efficiencies in the grid connected mode and islanded modes, related emission characteristics, the use of simple cycle generation versus combined cycle generation as applicable, along with the use of heat recovery steam generators as practicable, all in consideration of storage technologies.

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

Deliverables:

- 10% Design Documents
- Design Criteria Manual
- Gas Fired Technology Analysis Report for NJ TRANSITGRID.

**Subtask 2.2 –
Engineering and
Design**

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

Site/civil drawings will graphically depict the proposed power plant layout and NJDEP Land Use Program as well as USACE regulatory limits of disturbance for the selected project footprints. Demolition of structures and utilities will be identified as applicable (primarily at the sites remote from the Koppers Coke site).

The hydraulic design will include the delineation of the drainage patterns for impacted areas. The location of drainage features will be defined and sized. A report describing the entire drainage program for the project will be prepared discussing the impacts and requirements of NJDEP and USEPA and taking into account guidance per AASHTO/NJDOT criteria.

The geotechnical design will include a report and foundation recommendations. In rare instances, undesirable deflections of machine foundations have been reported in which case studies have determined that a resonant condition did not exist. A time-history analysis will be subsequently performed in order to fully obtain the foundation response. A time-history analysis is a computer-based numerical method that will explicitly solve the equation of motion and yield quantitative results for deflection, velocity, and acceleration at all points of interest on the foundation. While a modal analysis is helpful in avoiding a resonant condition that is widely known to have potentially destructive effects on vibrating equipment and foundations, the time-history analysis is further helpful in verifying the long-term serviceability and operability of the machine.

The final design will utilize these geotechnical parameters to determine values for dynamic springs and damping ratios to be used in the structural computer model in which the modal analysis and time-history analysis will be performed. Additionally, the final design will consider other effects, such as stiffness and damping effects due to embedment of the foundation, potential for detrimental effects on adjacent structures through dynamic consolidation, potential for excessive settlement due to dynamic loads, and consideration of effects that could have an impact on vibration wave attenuation or damping within the soil (such as shallow layers, non-uniform layering, and presence of hard layers).

**Subtask 2.2.1 –
Power Plant Design**

**POWER PLANT BUILDING INTERIOR STRUCTURES
AND ASSOCIATED SUPPORT STRUCTURES**

The goal of the structural design is to establish baseline design criteria and deliver a 20% design drawings and specifications package that will be advanced to final design

by the design-builder in the next Project Phase.

The 20% design documents will include the following items:

1. A drawing sheet containing general notes, applicable design criteria, geotechnical requirements, subgrade preparation, and a description of material requirements (concrete strength, grade of rebar, etc.)
2. A drawing sheet outlining the applicable construction inspection requirements.
3. Site plans locating the Power Plant and all support structures.
4. Preliminary foundation plans identifying the foundation system for all structures. Foundation plans will contain the general layout and quantity of all foundation elements as well as preliminary proportions for major elements.
5. Preliminary framing plans identifying the gravity systems for all elevated floors and roofs as well as the lateral system for all above-grade structures. Framing plans will contain the general layout and quantity for gravity and lateral systems as well as preliminary proportions for all major elements such as beams, girders, columns, walls, and diagonal braces.
6. Typical details defining the structural systems and general connection information. Typical details will include information related to steel, concrete, masonry, and foundation elements as applicable to each structure.
7. A preliminary set of applicable specification sections.
8. Partial plans of existing structures providing general descriptions, areas, and quantities of existing structures to be demolished and/or modified.
9. Typical sections and material types for culverts and retaining walls.
10. A narrative describing structural requirements in order for the final building design to meet general design conditions as follows:

POWER PLANT SUPERSTRUCTURE

Several alternatives will be evaluated during the preliminary design phase. The 20% design documents will establish the structural systems to be used in the final design. Cranes are anticipated to be supported on brackets of the building steel columns or, depending on the crane capacity and building clearances, can be supported on isolated steel columns within the building and individual footings.

**Subtask 2.2.2 -
Electric Traction
Power Facilities and
Power Management
Design**

Deliverables:

Design Plans and Specifications of the new Power Plant and associated electric power distribution/transmission facilities as detailed above.

The Consultant will establish the final paths for physical routing of the transmission and distribution.

230kV Transmission to NJ TRANSIT Mason (~0.5 miles)

There will be approximately 0.5 miles of new 230kV transmission to connect the new plant to NJ TRANSIT's Mason Substation. The Consultant will evaluate multiple methods for this installation, including underground and aerial. Mason Substation will serve as the point of interconnection with PSE&G in coordination with Pennsylvania, New Jersey, Maryland Interconnection LLC. (PJM) requirements for this interconnection.

138kV Transmission to Amtrak Substation 41 (~1.5 miles)

There will be approximately 1.5 miles of new 138kV transmission to connect the new plant to Amtrak's Substation 41. The Consultant will evaluate multiple methods for this installation, including underground and aerial but Amtrak's standard has been aerial.

13kV Distribution to 15 HBLR Substations (~18 miles)

There are approximately 18 miles of power distribution required to power all 15 HBLR Substations. The route proposed will follow the existing M&E and HBLR railroad right-of-ways.

Clearly identify every piece of equipment that needs to be powered from the NJ TRANSITGRID to meet the concept of operations.

After establishing the concept of operations, it will be critical that every piece of equipment that requires power to run is connected to the NJ TRANSITGRID generation plant or distributed generation that will be covered in another scope of work.

Use load analysis established for the generation plant to run power flow analysis and establish distribution requirements. Not only is the load analysis critical for sizing the plant but also for the power flow analysis of the

distribution system.

Assess modifications required to existing HBLR Substations.

Early coordination with the current Mason Substation design coordination with NJ TRANSIT's ongoing effort to replace the existing Mason Substation will be critical since this is the point of interconnection with PSE&G.

Deliverables:

- Electric Traction Power Facilities and Power Management Design 10% and 20% – Draft and Final (ten copies of each), Drawings and Specifications will be in compliance with CSI.

**Subtask 2.2.2.1 –
Amtrak Electric
Traction
Power/Overhead
Catenary System
Substation 41
(Kearny Substation)**

The Consultant will evaluate and design the following Project elements;

Placement of Static Frequency Converters at the generation site (2 x 25 MW, 60 Hz 3 to 25 Hz 1)

- An analysis will be performed on other possible alternatives that may help support the overall system phase balancing requirements per ANSI/ NEMA MG 1-2006.
- 138kv, 25 Hz step up yard at the generator site
- 138kv, 25 Hz switching yard adjacent to Amtrak Substation No. 41 Kearny
- 138kv, 25 Hz transmission lines from the step up yard at the generation site to a switching yard adjacent to Amtrak Substation No. 41 Kearny
- Transmission connections from the switching yard to the existing Amtrak transmission network – This can be provided either east or west of rebuilt Substation No. 41 and will be driven by design constraints for the ease of construction and staging.
- Communications and SCADA equipment to tie new Amtrak facilities into CTEC, Power Director, and Load Dispatcher facilities.
- In addition to traction power, supply to other critical loads is required to enable full rail service on the NEC. For example, there are ventilation and pump loads at Weehawken that are required to be operational in order to enable passenger transportation through the Hudson tunnel. Resilient or emergency power systems will also be required for all operation and control facilities.

Rebuild of Amtrak Substation No. 41 Kearny to include:

- 138kv, 25 Hz switching
- 138kv, 25Hz to 12kv, 25 Hz step down substation
- Connection to existing 12kv, 25 Hz distribution for trolley circuits
- 6.9kv, 91 2/3 Hz signal power generation – The signal power system between Sunnyside yard and Waverly substation is operated at 91 & 2/3 Hz with the distribution voltage of 6.9 kV west of Hackensack and 2.3 kV east of Hackensack. The signal power system west of Waverly is operated at 100 Hz. No frequency conversion equipment exists between the 91 2/3 Hz system and the 100 Hz system at Waverly and this may be the limiting factor of rail operations on the NEC if the signal power system is non-operational west of Waverly. The supply of signal circuits can be accomplished with local supply as part of the second project contemplated by NJ TRANSIT.
- 6.9kv, 91 2/3 Hz signal power distribution –

Currently, the signal power generation is provided by (2) 60 Hz to 91 2/3 Hz motor generator sets. The design for these replacement units will have the option of either deriving the conversion from a 60 Hz backup source to be determined or could alternatively be derived from the 25 Hz power. Amtrak is in the process of vetting the next generation of static converters for signal power, which may be a preferred option to a separately derived 60 Hz source.

Deliverables:

- Electric Traction Power Facilities and Power Management Design 10% and 20% - Draft and Final

Subtask 2.2.3 - Civil, Structural, Geotechnical and Hydraulic

This task is to develop calculations and plans to support the construction of all proposed facilities. Civil drawings will incorporate aspects of structural design, the geotechnical report, hydraulic designs and permitting, and right-of-way information.

Drawings prepared will include site plans, cross sections, profiles, elevations, and details. The civil plans will serve as the basis for preparing drainage and permitting plans for submittal to outside agencies. Reports and designs from each discipline will be coordinated to provide 10% and 20% design plan deliverables.

The design will include assessment based on the NJ TRANSIT Resiliency Program Design Criteria Document as

well the new Executive Order 13690, which includes additional guidance on Resiliency Design including:

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

The design will also be required to meet criteria outlined in ASCE 24-14.

The Geotechnical Data Report will be part of the Preliminary Geotechnical Engineering Report. This combined report will form the basis of the geotechnical and foundation design approach for the future design-build team.

Deliverables:

- Reports as detailed above.
- 10% Plans and Specifications and in conformance with Project General Plan and Specification Requirements as well as General Notes as detailed in Task 2 – Engineering above.
- 20% Plans and Specifications and in conformance with Project General Plan and Specification Requirements as well as General Notes as detailed in Task 2 – Engineering above.

**Subtask 2.2.4 -
Subsurface
Investigations**

Based on the existing information, a comprehensive, project specific subsurface investigation and laboratory-testing program will be planned and conducted by the Consultant in support of the design for the power plant, Kearny Substation, and all of the associated structures of this project.

The investigation program will define the underlying soil conditions as they relate to the proposed project, and define the top of rock elevation throughout the project site. The field work will include Standard Penetration Test (SPT) soil borings and test pits. A summary of the investigation program, with boring plans, notes, and anticipated work schedule will be submitted to NJ TRANSIT for approval prior to beginning field work.

A Site Specific Work Plan (SSWP), including railroad flagging requirements as needed, will be prepared and

submitted to NJ TRANSIT and Amtrak for review and approval, prior to commencement of the subsurface investigation.

Percolation tests will be performed at the proposed stormwater basins and observation wells will be installed to establish the depth to the ground water table.

Upon completion of the subsurface investigation program, select jar and rock samples and the undisturbed soil samples will be sent to a geotechnical laboratory to be tested for strength, consolidation, classification, dynamic shear modulus, and damping properties for the resonant vibration analysis, and general engineering indices to assist in the geotechnical assessment and engineering design.

The Consultant will prepare a Geotechnical Data Report. The Data Report will include a summary of all the data collected in the field and the results of laboratory testing performed. The report will include the boring location plans, soil boring logs and soil profiles, and any field testing data. The data will be analyzed, soil properties determined, and design recommendations will be presented in the report for each geologically discrete area of the project.

Deliverables:

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

**Subtask 2.2.5 –
Topographical
Survey Reference
NJDOT Survey
Standards**

The Consultant will develop aerial topographic mapping for the project site and extended limits along rail lines. New aerial photography will be obtained. Ground survey control points/locations will be identified. The ground control points will then be surveyed for horizontal and vertical position (coordinates and elevations) in the project datum. Upon completion of the ground control, production of aerial topographic mapping will begin to NAD83 horizontal and NGVD29 vertical. Once the aerial mapping is complete, it will be field edited for identification and annotation of various surface features.

Supplemental ground survey will be performed to address

other project needs, such as surface and subsurface utility locations, bridge clearances, rail profiles, soil boring and utility test pit/probe locations, permitting, and other appropriate tasks.

Conventional ground survey data will be incorporated into the project topographic base map, which will be prepared at a scale of 1"=40'. Information from other sources such as utilities, environmental features, and railroad provided plans will be incorporated as required.

Deliverables:

- Topographical Survey as detailed above.
- Topographic Survey (Supplement to NJ TRANSIT's baseline mapping as necessary).

Subtask 2.2.6 – Utility Engineering

The focus of the Utility Engineering task will be to obtain an accurate representation of the existing utilities in the project area. The utility investigations will consist of both subsurface utilities and overhead utilities.

The Subsurface Utility Engineering (S.U.E.) Plan, will define the S.U.E. Approach, Utility Designating and Conflict Process, Data Management, and Conflict Analysis.

The Consultant will follow the ASCE standard CI/ASCE 38-02 for depicting utilities.

The Consultant will perform a conflict analysis by preparing a Utility Conflict Matrix.

The Consultant will track the status of Master Utility Agreements, communicate effectively with the utility agency, and work with the utility agency to provide appropriate engineering costs within the Utility Agreements.

Included within the Utility Engineering task is the support of the NJ TRANSITGRID with new utility services including water, sewer, communication, electric, and gas. The Consultant will coordinate with each respective utility company to provide the appropriate services.

Deliverables:

- Subsurface Utility Engineering Plan
- Existing Utility Drawings
- Proposed Utility Relocation Drawings

- Utility Cost Estimates
- Utility Agreements – drafts and final for reimbursement of engineering cost
- Utility Catalog and Files
- Draft and Final Physical Facilities 20% Construction Plans as detailed above

Subtask 2.2.7 - Structures

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

Site/civil drawings will graphically depict the proposed power plant layout and NJDEP Land Use Program as well as USACE regulatory limits of disturbance for the selected project footprints. Demolition of structures and utilities will be identified as applicable (primarily at the sites remote from the Koppers Coke site).

The hydraulic design will include the delineation of the drainage patterns for impacted areas. The location of drainage features will be defined and sized. A report describing the entire drainage program for the project will be prepared discussing the impacts and requirements of NJDEP and USEPA and taking into account guidance per AASHTO/NJDOT criteria.

The geotechnical design will include a report and foundation recommendations. In rare instances, undesirable deflections of machine foundations have been reported in which case studies have determined that a resonant condition did not exist. A time-history analysis will be subsequently performed in order to fully obtain the foundation response. A time-history analysis is a computer-based numerical method that will explicitly solve the equation of motion and yield quantitative results for deflection, velocity, and acceleration at all points of interest

on the foundation. While a modal analysis is helpful in avoiding a resonant condition that is widely known to have potentially destructive effects on vibrating equipment and foundations, the time-history analysis is further helpful in verifying the long-term serviceability and operability of the machine.

The final design will utilize these geotechnical parameters to determine values for dynamic springs and damping ratios to be used in the structural computer model in which the modal analysis and time-history analysis will be performed. Additionally, the final design will consider other effects, such as stiffness and damping effects due to embedment of the foundation, potential for detrimental effects on adjacent structures through dynamic consolidation, potential for excessive settlement due to dynamic loads, and consideration of effects that could have an impact on vibration wave attenuation or damping within the soil (such as shallow layers, non-uniform layering, and presence of hard layers).

Deliverables:

Recommendations shall be fully supported and documented in the Draft Preliminary Design/Project Definition Report.

**Subtask 2.2.8 -
Communications
Systems and Power
Management
Communications**

The design criteria for the EMS/SCADA system will be that of an industrial control system (ICS) Both systems will be capable of running in full automatic mode or in manual mode. The criteria for a "black start" will also be included in the design.

Deliverables:

- Performance Specification for Communications Backbone Power Management Infrastructure, Radio Systems, Emergency Alarm Stations, Fire Alarm Systems – draft and final

**Subtask 2.2.9 -
Signals/Train Control
Architecture**

The Consultant will evaluate the existing signal system considering the planned normal operation and contingency operation to identify any modifications that will be required to support the NJ TRANSITGRID concept of operations. The results of this evaluation will be formalized into a Signaling/Train Control System Definition report that defines the signal modifications required to support the NJ TRANSITGRID operation.

The Signaling/Train Control System Definition will include an evaluation of the following:

- Concept of operations
- Existing track circuits
- Existing signal power distribution
- Existing signal power sectionalizing locations
- Existing cab signal power
- Any 60Hz power used at signal locations as backup to 96.6Hz power
- Signaling design criteria
- System architecture
- Train Control philosophy – levels of control, locations of control, jurisdiction of each agencies
- New train control technology
- Wayside Supervisory train control subsystems
- Existing signal control system power indications
- Safety assurance and hazard mitigation
- System Availability and Maintainability

A cost estimate and a schedule of the proposed signaling/train control system modifications will also be developed and provided to NJ TRANSIT with the Definition Report.

The cost estimate will include the level of effort required to advance the designs to 10% and then to Preliminary Engineering (20%) in accordance with NJ TRANSIT's CAD standards, and Amtrak's standards (as applicable).

Deliverables:

- Modified Signaling/ Train Control System Definition – draft and final
- Preliminary Engineering Cost Estimate for Signaling/Train Control Procurement and Modifications – draft and final
- Proposed Schedule for Procurement, Implementation of Signaling/ Train Control System – draft and final
- Reports, diagrams, drawings as detailed above

**Subtask 2.2.10 –
Concept of
Operations**

The objective of this subtask is developing an outline for the overall sequence of operations of the NJ TRANSITGRID. The Consultant will optimize and define the most cost-effective facility from a total cost (development, construction, and operations) and benefit perspective. The Consultant will assist NJ TRANSIT in developing and submitting necessary registrations/certifications with appropriate energy

regulatory agencies or bodies. Additionally, the Consultant will provide assistance to NJ TRANSIT in evaluating compliance requirements to Currently Enforceable Standards including but not limited to: FAC-002-1 Coordination of Plans for New Generation Transmission, and End-User Facilities; FAC-008-3 Facility Ratings; PER-005-2. Operations Personnel Training; and PRC-005-2 Protection System Maintenance.

Any required applications and permits will be developed by the Consultant for submission to the regulatory agency following NJ TRANSIT direction. The Consultant will identify all registrations and/or certifications required by regulatory agencies and bodies with jurisdiction over the project. Where necessary, the Consultant will conduct legal research as a prerequisite to the identification process.

As part of the concept of operations, the Consultant will verify key regulatory and agency oversight Interfaces.

The Consultant will develop and prepare for NJ TRANSIT the following regulatory related documents:

- PJM Interconnect Considerations
- NERC Compliance Registry Criteria
- Northeast Power Coordinating Council (NPCC)
- Power Sales Opportunities – Amtrak

In order to determine BPU regulatory applicability, the Consultant will review the various New Jersey Administrative Code regulations dealing with issues such as aggregated net metering and on-site generation.

The Consultant will investigate the fuel supply, transportation, and delivery opportunities for the plant and recommend the most cost-effective arrangement given the proposed plant's operating regime and the capabilities of the local and regional gas infrastructure, developed a limited number of technically viable power plant options to meet the emergency load requirements of NJ TRANSIT and Amtrak. In order to rank these options and select a preferred option for NJ TRANSIT to review and approve, the Consultant will conduct (i) a fatal flaw analysis that will eliminate any options that may have non-technical fatal flaws e.g. not meeting local air permit standards, and (ii) an economic screening analysis that will provide NJ TRANSIT with a preliminary lifecycle cost-benefit analysis of each

technical option. The Consultant will perform an economic screening analysis in light of the crucial role this plant will play during stress conditions

The economic screening analysis will be a comprehensive, quantitative, structured evaluation of the technical options before the Project locks in size, technology, etc. The analysis will also identify any material permitting, regulatory approval, or development risks that should differentiate some technology options from the others.

Deliverables:

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

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

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

The Consultant will develop aerial topographic mapping for the project site and extended limits along rail lines. New aerial photography will be obtained. Ground survey control points/locations will be identified. The ground control points will then be surveyed for horizontal and vertical position (coordinates and elevations) in the project datum. Upon completion of the ground control, production of aerial topographic mapping will begin to NAD83 horizontal and NGVD29 vertical. Once the aerial mapping is complete, it will be field edited for identification and annotation of various surface features.

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

Conventional ground survey data will be incorporated into the project topographic base map, which will be prepared at a scale of 1"=40'. Information from other sources such as utilities, environmental features, and railroad provided plans will be incorporated as required.

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

Deliverables will include General Property Parcel Maps, Individual Property Parcel Maps, Temporary and Permanent Easements, Right-of-Way survey support, site inspection reports, and copies of all materials developed.

Data input and maintenance of the PAECETRAK real estate record management system will be performed.

Deliverables:

- General Property Parcel Maps (GPPMs), Individual Property Parcel Maps (IPPMs), Temporary and Permanent Easements, Right-Of-Way Survey/Support as detailed above and Site Inspection / Inventory Reports and Surveys (10 copies)
- Data input and maintenance of Project PAECETRAK System as noted above
- GPPMs 50% and final Preliminary Assessment Report

Subtask 2.3.2 - Screening of Parcels and PAECE Process

The Consultant will support NJ TRANSIT with property screening and clearances as part of the Right-of-Way acquisition process. The Consultant will provide property data and files in support of the PAECE process, and review current laws and regulations to verify compliance.

Deliverables:

- Property Files and Data containing all required information in support of NJ TRANSIT PAECE process defined above.

Task 3 - COST ESTIMATING

Under this task, the Consultant will provide Cost Estimating Services. The Consultant understands the major deliverables will be three Cost Estimates during the Preliminary Engineering phase:

1) Baseline concept verification, 2) 10% and 3) 20%.

Estimates will be prepared as per FTA's Standard Cost Category (SCC) methodology. The estimate will also be coordinated with the current estimate being prepared under the NJ TRANSIT's Superstorm Sandy Recovery and Resiliency Program design. Under that program, the estimate is being prepared as per the CSI format. Therefore, the Consultant will prepare the NJ TRANSITGRID estimates in the CSI format with cross reference to the FTA Cost Categories.

**TASK 4 – Federal
Environmental
Impact Statement
(EIS)**

Deliverables:

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

The Consultant will support NJ TRANSIT and BEM in the development of an Environmental Impact Statement (EIS) in conformance with the National Environmental Policy Act (NEPA) of 1969 as amended. The Consultant will supply supporting engineering documentation as directed by NJ TRANSIT related to air emissions, hydrologic and hydraulic impacts, information necessary to support NJDEP Flood Hazard Area permitting activities, delineation of wetlands in conformance with procedures established by the USACE, tabulation of wetland impacts, and identification of wetland value, site testing, soils, etc.

Deliverables:

- Independent Initial Cost Estimate
- 10% and 20% Cost Estimates • Engineering and design details to verify impacts associated with selected build alternatives as discussed above.
- Technical justification for the extent, configuration and basis of the proposed project as discussed above.

**TASK 5 - STATE AND
FEDERAL PERMITS**

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

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

The following design aspects of the project are assumed will be advanced to approximately a 75 % design level to identify the proposed footprint and in support of the permits.

- Power Point Site Layout and access
- SWM Design and Report
- Substation Site Layout and access
- Typical Sections for any Infrastructure Facilities

- Riparian and Wetland Impact Areas

Deliverables:

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

**TASK 6 - NJDEP SITE
REMEDiation
COMPLIANCE**

The Consultant will provide NJDEP Site Remediation Compliance support to NJ TRANSIT and BEM's efforts in verifying compliance with the NJDEP's Technical Requirements for Site Remediation (NJAC 7:26E).

Deliverables:

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

**TASK 7 – RISK
MANAGEMENT**

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

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

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

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

Each risk will be assigned an owner, and the following

information will be developed and tracked:

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

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

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

Deliverables:

- Preliminary Risk Identification
- Preliminary Workshop
- Draft Risk Register
- Risk Workshop
- Risk Register
- Risk Management Plan
- Associated meetings and workshop findings reports
- Updates of the Risk Register following Project Progress Meetings

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

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

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

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

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

Consequently, the SSMP will be developed in accordance with Chapter IV of FTA Circular 5800.1, Safety and Security Management Guidance for Major Capital Projects.

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

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

Deliverables:

- System, Safety and Security Management Plan

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

The Consultant will work to assist NJ TRANSIT in creating a comprehensive communications program that is focused on building relationships and the steady advancement of the project through design, permitting, and implementation in accordance with the project schedule.

In concert with NJ TRANSIT, efforts will be made to reach out to the staff of the NJMC as well as the NJDEP, the

USACE, the Hackensack River Keeper, etc. to make sure that their concerns are noted early, and that the design acknowledges their concerns and eliminates or minimizes any impacts to the maximum extent practicable. If mitigation is actually required, the Consultant will also apply the same proactive approach of early vetting and inclusion into the design and cost estimates to make sure that the project remains on schedule and within construction and operating cost parameters.

Major deliverables related to this task include the development of a master communications plan that will guide activities, establish protocols, templates, and chains of command that will enable consistency and timeliness of the Project message.

PowerPoint presentations, brochures, and other graphic materials identifying the purpose and need for the project as well as related to specific design and engineering components of the project; meeting minutes, invitations, advertisements, and other records of communication; and other assorted materials related to the planning for and results of communication efforts.

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

The Consultant will coordinate communication between the project team and the various agencies throughout the length of the project. A record of all communications will be maintained including email, letters, phone conversations, and meeting minutes.

A strategic schedule of planned communications (informed by the project's needs for permits and negotiated agreements) will be developed and adhered to.

Under NJ TRANSIT's direction the Consultant will setup and coordinate meetings with stakeholder agencies, prepare and distribute advance information prior to meetings, and develop agendas, presentation materials

and meeting minutes. The Consultant will develop and maintain a register of key issues and actions necessary to resolve or mediate these issues.

Subtask 9.1 - Open Houses and Meetings

The Consultant will host a series of open house meetings for the purposes of public engagement and involvement in coordination with NJ TRANSIT and other critical stakeholders.

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

**TASK 10 -
INTEGRATION AND
INTERFACE**

The Consultant will lead the collective charge in integrating the project stakeholders and all the interfaces, hard and soft, and verify all interfaces are managed accordingly and effectively.

The Consultant will implement Interface Management in accordance with Construction Industry Institute (CII) Industry Management (IM) principles. The first step is developing the Project-specific Interface Management Plan, which will identify the key stakeholders, critical interfaces, and interface management processes for the project.

Upon team alignment and collectively initiating the identification of critical interfaces, the Consultant will assume management for integration. Within this function, the Consultant will integrate the Interface Register or Interface Database into the Project Document Management System (DMS).

Deliverables:

- Integration Management Plan – draft and final
- Interface Control Document (ICD)
- Interface Database
- Integration Report for Amtrak Sub-41

**TASK 11 - VALUE
ENGINEERING**

For the NJ TRANSITGRID project, VE studies are required at the initial submission (10% design) and again prior to the final 20% design submission. Prior to each workshop, the Consultant will submit team member qualifications for NJ TRANSIT approval. Team members will be chosen from staff not associated with the design effort, and may include the Consultant subject matter experts.

REPRESENTATIVE VE TEAM:

- CVS Team Leader (Certified Value Engineer)
- Assistant Task Leader/Cost Engineer
- Power Generation Engineer
- Power Transmission Engineer
- Structural Engineer
- Civil/Drainage Engineer
- Geotechnical Engineer
- Electrical/Communications Engineer
- Environmental Engineer
- Industrial Engineer
- Architect

The VE study will address all aspects of a project. In addition to the functional aspects of the design, the team will review the construction aspects to address how construction may best proceed to minimize impact on operations, the cost of premium time construction or "windows" of construction, and the life cycle cost of alternative construction systems, materials, and operations.

Life cycle cost analyses will be performed to demonstrate that the alternatives considered are truly the most cost effective over the defined life span of the project.

Deliverables:

- VE Team Qualifications Submittal
- VE Agendas
- VE Summary Report – draft and final
- VE Final Presentation
- DG Gateway Nodes Formal comments on the independent
- VE Recommendation Report

**TASK 12 -
CONSTRUCTABILITY
REVIEWS**

The Consultant will perform a constructability review of all elements of the concept design for safe access and ease of execution for construction, operation and maintenance in the field focus especially on the interfaces between systems, components, and trades where the greatest potential for conflict often lies. Key focus areas include:

- Heavy equipment access & rigging requirements (especially near substations)
- Field adjustment tolerances & allowances
- ROW access and daily transit options
- Simplification of construction details

- Opportunities for subassembly and pre-erection
- Cold weather and adverse conditions construction support
- Standardized elements
- Material Laydown Areas
- Fabrication and erection considerations
- Three-dimensional (CAD) Modeling
- Number of field welds and inspection requirements
- Effects of weather/climate on construction

Deliverables:

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

**TASK 13 -
CONTRACT
PACKAGING**

The Consultant will evaluate varied methods of procurement and prepare a report characterizing potential procurement methods.

Following NJ TRANSIT's evaluation of this report, the Consultant will assist in selecting a contracting methodology that matches the actual project risks with the available project funding.

Potential delivery methodologies include:

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

Deliverables:

- Contract Packaging and Procurement Strategies' Plan

**TASK 14 -
PREPARATION AND
SUBSEQUENT
SUPPORT OF
CONTRACT BID
DOCUMENTS AND
BIDDING PROCESS**

The Consultant will assemble comprehensive solicitation packages that are compliant with federal, state, and NJ TRANSIT Statutes, regulations and requirements, and provide for a competitive bidding environment. The Consultant will evaluate NJ TRANSIT's boilerplate bid and contract documents, and make recommendations, as may be necessary to maximize competition and protect NJ TRANSIT's interests.

The Consultant will provide support to develop appropriate RFP packages, including development of project specific evaluation criteria, a detailed evaluation plan, assist in the

assessment of technical and cost proposals, provide support during negotiations, assist in drafting award recommendations, and preparing conformed contract documents prior to execution of the contracts.

**TASK 15 –
ANALYSIS OF
ANCILLIARY
SERVICES MARKET
REVENUE
OPPORTUNITIES**

The Consultant will investigate all feasible options for the NJ TRANSIT plant to earn additional revenues through the opportunities to provide ancillary services as well as energy and capacity. The results of these investigations will be summarized in reports and provided to NJ TRANSIT for review and approval.

**Task 16 – AS
DIRECTED BY NJ
TRANSIT**

Under this task, the Consultant will provide NJ TRANSIT supplemental Design and Engineering Consultant services, not currently covered in the contract. The cost of these additional services will be paid for under an Allowance Item and in accordance with the established Change Order procedures. Work will be authorized by a Directive Letter that will be issued by the NJ TRANSIT Contracting Officer. This approach will expedite mobilizing supplemental support and specialty services.

**NJ TRANSIT AGREEMENT No. 15-031
DESIGN, ENGINEERING, CONSTRUCTION ASSISTANCE AND OTHER
TECHNICAL SERVICES FOR THE NJ TRANSITGRID**

EXHIBIT C – TRAVEL AND BUSINESS REIMBURSEMENT GUIDELINES

Per Diem (Major Cities)*
Effective October 1, 2013

* \$46 Standard Meal Rate applies to all destinations not specifically listed
Average Per Diem Rates are listed below
A full listing of domestic Per Diem Rates can be found online at www.gsa.gov
Current foreign Per Diem Rates can be found at <http://aoprals.state.gov>

NJ TRANSIT

TRAVEL & BUSINESS REIMBURSEMENT GUIDELINES
FOR CONTRACTORS AND VENDORS

GENERAL:

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

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

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

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

M&IE Total	\$46.00	\$51.00	\$56.00	\$61.00	\$66.00	\$71.00
Breakfast	\$7.00	\$8.00	\$9.00	\$10.00	\$11.00	\$12.00
Lunch	\$11.00	\$12.00	\$13.00	\$15.00	\$16.00	\$18.00
Dinner	\$23.00	\$26.00	\$29.00	\$31.00	\$34.00	\$36.00
Incidentals	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00

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

2. **Conveyances:** Travel expenses will be reimbursed subject to their reasonableness and subject to the following maximums (receipts required):
 1. **Air-Fare:** When authorized in writing and only at the prevailing coach rates. First class travel costs are not reimbursable.
 2. **Rail or Bus:** Only regular coach fares are reimbursable.
 3. **Automobile:** Mileage will be reimbursed at a rate of \$0.565 cents per mile. Mileage claims in excess of 30 miles one-way must be supported with documentation from a reputable online service (e.g. Map Quest). Gas, tolls and parking fees will be reimbursed only when validated by receipt.
3. **Lodging:** Reimbursed for single occupancy rates at reasonable, actual costs for the location. Lodging costs exceeding \$140.00 per night require prior approval of the Project Manager.

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

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STATE	DESTINATION	COUNTY / LOCATION DEFINED	SEASON BEGIN	SEASON END	FY2015 Lodging Rate	FY2015 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.				\$83	\$46
CA	Tahoe City	Placer			\$87	\$61
CA	Truckee	Nevada			\$106	\$71
CA	Visalla / 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

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STATE	DESTINATION	COUNTY / LOCATION DEFINED	SEASON BEGIN	SEASON END	FY2015 Lodging Rate	FY2015 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.				\$83	\$46
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

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STATE	DESTINATION	COUNTY / LOCATION DEFINED	SEASON BEGIN	SEASON END	FY2015 Lodging Rate	FY2015 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.				\$83	\$46
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

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STATE	DESTINATION	COUNTY / LOCATION DEFINED	SEASON BEGIN	SEASON END	FY2015 Lodging Rate	FY2015 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.				\$83	\$46
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

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STATE	DESTINATION	COUNTY / LOCATION DEFINED	SEASON BEGIN	SEASON END	FY2015 Lodging Rate	FY2015 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.				\$83	\$46
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

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

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	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

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

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	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	Gulford	October 1	October 31	\$ 97	\$ 56
NC	Greensboro	Gulford	November 1	January 31	\$ 89	\$ 56
NC	Greensboro	Gulford	February 1	September 30	\$ 97	\$ 56
NC	Kill Devil	Dare	October 1	March 31	\$ 93	\$ 61
NC	Kill Devil	Dare	April 1	May 31	\$ 107	\$ 61
NC	Kill Devil	Dare	June 1	August 31	\$ 162	\$ 61
NC	Kill Devil	Dare	September 1	September 30	\$ 93	\$ 61
NC	New Bern / Havelock	Craven			\$ 90	\$ 46
NC	Raleigh	Wake			\$ 98	\$ 66
NC	Wilmington	New Hanover			\$ 94	\$ 56
ND	Dickinson / Beulah	Stark / Mercer / Billings			\$ 118	\$ 56
ND	Minot	Ward			\$ 102	\$ 56
ND	Williston	Williams / Mountrail / McKenzie			\$ 161	\$ 56
NE	Omaha	Douglas			\$ 102	\$ 61
NH	Concord	Merrimack			\$ 88	\$ 51
NH	Conway	Carroll	October 1	February 28	\$ 119	\$ 61
NH	Conway	Carroll	March 1	June 30	\$ 99	\$ 61
NH	Conway	Carroll	July 1	August 31	\$ 158	\$ 61
NH	Conway	Carroll	September 1	September 30	\$ 119	\$ 61
NH	Durham	Strafford			\$ 97	\$ 46
NH	Laconia	Belknap	October 1	October 31	\$ 112	\$ 51
NH	Laconia	Belknap	November 1	May 31	\$ 84	\$ 51
NH	Laconia	Belknap	June 1	September 30	\$ 112	\$ 51
NH	Lebanon / Lincoln / West Lebanon	Grafton / Sullivan			\$ 115	\$ 56
NH	Manchester	Hillsborough			\$ 92	\$ 56
NH	Portsmouth	Rockingham	October 1	June 30	\$ 106	\$ 61
NH	Portsmouth	Rockingham	July 1	August 31	\$ 140	\$ 61
NH	Portsmouth	Rockingham	September 1	September 30	\$ 106	\$ 61
NJ	Atlantic City / Ocean City / Cape May	Atlantic / Cape May			\$ 94	\$ 66
NJ	Belle Mead	Somerset			\$ 135	\$ 56
NJ	Cherry Hill / Moorestown	Camden / Burlington			\$ 97	\$ 61
NJ	Eatontown / Freehold	Monmouth			\$ 103	\$ 56
NJ	Edison / Piscataway	Middlesex			\$ 109	\$ 51
NJ	Flemington	Hunterdon			\$ 114	\$ 61
NJ	Newark	Essex / Bergen / Hudson / Passaic			\$ 134	\$ 61
NJ	Parsippany	Morris			\$ 136	\$ 56
NJ	Princeton / Trenton	Mercer			\$ 127	\$ 61

FY 2015 Per Diem Rates - Effective October 1, 2014

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

FY 2015 Per Diem Rates - Effective October 1, 2014

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

FY 2015 Per Diem Rates - Effective October 1, 2014

STATE	DESTINATION	COUNTY / LOCATION DEFINED	SEASON BEGIN	SEASON END	FY2015 Lodging Rate	FY2015 M&IE
	Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.				\$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

**NJ TRANSIT AGREEMENT No. 15-031
DESIGN, ENGINEERING, CONSTRUCTION ASSISTANCE AND OTHER
TECHNICAL SERVICES FOR THE NJ TRANSITGRID**

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

STATE OF NEW JERSEY

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

I. BID REQUIREMENTS

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

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

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

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

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

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

II. SUBCONTRACTS; EQUAL EMPLOYMENT GOALS

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

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

III. MANDATORY CONTRACT LANGUAGE

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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).

**NJ TRANSIT AGREEMENT No. 15-031
DESIGN, ENGINEERING, CONSTRUCTION ASSISTANCE AND OTHER
TECHNICAL SERVICES FOR THE NJ TRANSITGRID**

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

First Tier DBE UTILIZATION - FORM A

Project Name: Design, Engineering, Construction Assistance and Other Technical Services for the NJ TRANSITGRID Project NJT Contract No.: 15-031Assigned DBE Goal %: 18% NJT Procurement Specialist: Thomas J. Fusco Contract Value (\$): 17,196,982.06

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 / Subconsultants	Provide <u>Detailed</u> Scope of Work to be Performed (Identify all suppliers)	Dollar Value of Subcontractor/ Sub-consultant Work (\$) Awarded	Percentage of Subcontract or Work (%)
GTS Consultants Monmouth Ave., UNIT A1 Freehold, NJ 07728 732-409-0900	Surveying, GPR, Property	\$638,758.79	3.71%
LKG-CMC, Inc. 550 N Brand Blvd. Suite 1660 Glendale, CA 91203 818-844-0800	Project Controls	\$450,737.92	2.62%
A. Esteban & Company, Inc. 136 West 21st Street New York, NY 10011 212-989-7000	Reproduction	\$101,010.00	0.59%
Matrix New World Engineering Inc. 26 Columbia Turnpike Florham Park, NJ 07932 973-240-1800	Environmental Remediation and Subsurface Investigation Support	\$1,116,202.95	6.49%
Richard Grubb & Associates, Inc. (RGA, Inc.) 259 Prospect Plains Road, Building D Cranbury, NJ 08512 609-655-0692	Cultural Resources Services	\$31,040.43	0.18%
SJH Engineering, P.C. 3700 Route 27, Suite 201 Princeton, NJ 07540 732-329-0500	Cost Estimating, Structural Design	\$383,243.08	2.23%
Sowinski-Sullivan Architects 25 Mohawk Avenue Sparta, NJ 07871 973-726-3260	Architecture, ADA, Sustainable Design	\$324,482.77	1.89%

To add Subs Use Additional Forms

Name, Address and Telephone # of DBE Subcontractor / Subconsultants	Provide <u>Detailed</u> Scope of Work to be Performed (Identify all suppliers)	Dollar Value of Subcontractor/ Sub-consultant Work (\$) Awarded	Percentage of Subcontract or Work (%)
Sullivan Cove Consultants 815 Governor Ritchie Highway, Suite 120 Serverna Park Anne Arundel, MD 21146 410-544-4495	Regulatory Interface – FERC	\$49,984.97	0.29%
For DBE suppliers, show original subcontract value multiplied by 80% (\$2,000*80%=\$1200). For DBE portion of work, subtract Non-DBE portion of work from original subcontract value.	TOTALS	\$ 3,095,460.91	18%

****Jersey Borings and Drilling will be a direct expense, so there is no actual percentage at this time.**

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: Jacobs Engineering Group Inc.

Company Address: 299 Madison Avenue, PO Box 1936

Morristown, NJ 07962-1936

Federal Tax ID #: 95-4081636

Company Tel #: 973-267-0555

Authorized Signature: 

Print Name: Stanley J. Rosenblum

Title: Vice President

Prime Contractor's DBE Liaison Officer: Randi Markman

Date Signed: 1/05/16

BIDDER SOLICITATION & CONTRACTOR INFORMATION – FORM A-1

Project Title: Design, Engineering, Construction Assistance and Other Technical Services for the NJ TRANSITGRID Project

Date: December 28, 2015

Prime Contractor / Consultant: Jacobs Engineering Group Inc.

Telephone #: 973-267-0555

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

	Bidder / Proposer / Prime	Subcontractor / Subconsultant	Subcontractor / Subconsultant
Company's Full Name	Jacobs Engineering Group Inc.	Burns Engineering Inc. (The Burns Group)	Levitan and Associates
Address	299 Madison Avenue	1835 Market Street, Suite 300	100 Summer Street, Suite 3200
City	Morristown	Philadelphia	Boston
State	NJ	PA	MA
Zip	07962	19103	02110
County	Morris	Philadelphia	Suffolk
Phone	973-267-0555	(215) 979-7700	617-531-2818
Fax	973-267-3555	(215) 405-2510	617-531-2826
E-mail	Stanley.rosenblum@jacobs.com	BFiorentino@burns-group.com	sgp@levitan.com
Owner	N/A	Matthew Burns/John Burns	N/A
Date Established	1947	1957 (Robert C. Burns Assoc.)	9/25/1989
Date Certified	N/A	1960	N/A
Ethnicity	N/A	N/A	N/A
Gender	N/A	N/A	N/A
Certification Status DBE or Non DBE	Non DBE/SBE	Non-DBE	Non DBE
Federal Tax ID # / SSN #	95-4081636	23-160-2491	04-3063237
Annual Gross Receipts: A – Less than \$500K B - \$500K to \$1M C - \$1M to \$2M D - \$2M to \$5M E - \$5M and over indicate the letter that applies	E	E	D
Primary NAICS Code	541330	541330	541690

BIDDER SOLICITATION & CONTRACTOR INFORMATION – FORM A-1

Project Title: Design, Engineering, Construction Assistance and Other Technical Services
for the NJ TRANSITGRID Project

Date: December 28, 2015

Prime Contractor / Consultant: Jacobs Engineering Group Inc.

Telephone #: 973-267-0555

Complete the information below for "all" subcontractors / subconsultants solicited for or participating on this project.

Company's Full Name	Subcontractor / Subconsultant	Subcontractor / Subconsultant	Subcontractor / Subconsultant
Address	LTK Engineering Services	InfraMap Corp.	Exida Consulting, LLC
City	100 West Butler Avenue	92 North Main Street, Building 19E	64 North Main Street
State	Ambler	Windsor	Sellersville
Zip	PA	NJ	PA
County	19002	08561	18960
Phone	Montgomery	Mercer	Bucks
Fax	215-542-0700	609-371-5420	215-453-1720
E-mail	215-542-7676	609-371-5423	215-257-1657
Owner	ncornell@ltk.com	kkerr@inframap.net	sgandy@exida.com
Date Established	N/A	N/A	N/A
Date Certified	1921	1987	2000
Ethnicity	N/A	N/A	N/A
Gender	N/A	N/A	N/A
Certification Status DBE or Non DBE	Non-DBE	Non DBE / SBE	Non-DBE / SBE
Federal Tax ID # / SSN #	23-2309997	54-1578298	260688248
Annual Gross Receipts: A – Less than \$500K B - \$500K to \$1M C - \$1M to \$2M D - \$2M to \$5M E - \$5M and over indicate the letter that applies	E	E	E
Primary NAICS Code	541330	541330	541330

BIDDER SOLICITATION & CONTRACTOR INFORMATION – FORM A-1

Project Title: Design, Engineering, Construction Assistance and Other Technical Services
for the NJ TRANSITGRID Project

Date: December 28, 2015

Prime Contractor / Consultant: Jacobs Engineering Group Inc.

Telephone #: 973-267-0555

Complete the information below for "all" subcontractors / subconsultants solicited for or participating on this project.

Company's Full Name	Subcontractor / Subconsultant	Subcontractor / Subconsultant	Subcontractor / Subconsultant
	GTS Consultants	Jersey Boring and Drilling Co., Inc.	LKG-CMC, Inc.
Address	2 Monmouth Avenue, Unit A1	36 Pier Lane West	550 No. Brand Blvd., Suite 160
City	Freehold	Fairfield	Glendale
State	NJ	NJ	CA
Zip	07728	07004	91203
County	Monmouth	Essex	Los Angeles
Phone	(732) 409-0900	973-287-6857	818-844-0800
Fax	(732) 409-0927	973-521-7981	818-844-0806
E-mail	igaona@gtsconsultants.com	shelley@jerseyborings.com	kmccclure@lkgcmc.com
Owner	John Gaona	Shelley Lach	Kathy A. McClure
Date Established	07/02/1997	1978	1987
Date Certified	12/05/2002	03/31/2015	N/A
Ethnicity	Hispanic	Caucasian	White
Gender	Male	Female	Female
Certification Status DBE or Non DBE	DBE and SBE	DBE	DBE
Federal Tax ID # / SSN #	22-3528093	22-2226346	95-4352875
Annual Gross Receipts: A - Less than \$500K B - \$500K to \$1M C - \$1M to \$2M D - \$2M to \$5M E - \$5M and over indicate the letter that applies	C	D	E
Primary NAICS Code	541370	231115	541611, 541618

BIDDER SOLICITATION & CONTRACTOR INFORMATION – FORM A-1

Project Title: Design, Engineering, Construction Assistance and Other Technical Services for the NJ TRANSITGRID Project

Date: December 28, 2015

Prime Contractor / Consultant: Jacobs Engineering Group Inc.

Telephone #: 973-267-0555

Complete the information below for "all" subcontractors / subconsultants solicited for or participating on this project.

Company Full Name	Subcontractor / Subconsultant	Subcontractor / Subconsultant	Subcontractor / Subconsultant
	Matrix New Work Engineering Inc.	Richard Grubb & Associates, Inc. (RGA, Inc.)	SJH Engineering, P.C.
Address	26 Columbia Turnpike	259 Prospect Plains Road, Building D	3700 Route 27, Suite 201
City	Florham Park	Cranbury	Princeton
State	NJ	NJ	NJ
Zip	07932	08512	08540
County	Morris	Middlesex	Middlesex
Phone	973-240-1800	609-655-0692	732-329-0500
Fax	973-240-1818	609-655-3050	866-812-1207
E-mail	jwarne@matrixnewworld.com	adomm@rgaincorporated.com	marketing@sjheng.com
Owner	Jayne Warne, P.E.	Alice Domm	S. Jayakumaran, PhD, PE
Date Established	1990	May 5, 1988	2003
Date Certified	1993	September 21, 2010	1992 (SJ PE)
Ethnicity	Caucasian	Caucasian	Sri Lankan
Gender	Female	Female	Male
Certification Status DBE or Non DBE/SBE	DBE	DBE	DBE
Federal Tax ID # / SSN #	22-3057511	22-2892560	36-4527367
Annual Gross Receipts: A - Less than \$500K B - \$500K to \$1M C - \$1M to \$2M D - \$2M to \$5M E - \$5M and over *indicate the letter that applies*	E	D	E
Primary NAICS Code	237990, 562910	541620	541330

BIDDER SOLICITATION & CONTRACTOR INFORMATION – FORM A-1

Project Title: Design, Engineering, Construction Assistance and Other Technical Services
for the NJ TRANSITGRID Project

Date: December 28, 2015

Prime Contractor / Consultant: Jacobs Engineering Group Inc.

Telephone #: 973-267-0555

	Subcontractor / Subconsultant	Subcontractor / Subconsultant	Subcontractor / Subconsultant
Company Full Name	Sowinski-Sullivan Architects	Sullivan Cove, LLC	A. Esteban & Co., Inc.
Address	25 Mohawk Avenue	815 Governor Ritchie Highway, Suite 120	132 West 36 th Street
City	Sparta	Serverna Park	New York
State	NJ	MD	NY
Zip	07871	21146	10018
County	Sussex	Anne Arundel	New York
Phone	973-726-3260	410-544-4495	212-714-0102, Ext. 114
Fax	973-726-7986	410-697-6056	212-989-8903
E-mail	ssowinski@sowinskisullivan.com	jsgraham@sullivancove.com	cesteban@esteban.com
Owner	Suzanne Sowinski, AIA, LEED AP, President	N/A	Alfonso C. Esteban
Date Established	1996	2003	1980
Date Certified	N/A	2004	1990
Ethnicity	Caucasian	Hispanic	Hispanic
Gender	Female	Male	Male
Certification Status DBE or Non DBE/SBE	DBE / SBE / WBE	DBE	DBE
Federal Tax ID # / SSN #	22-3657397	20-00098264	13-3016793
Annual Gross Receipts: A – Less than \$500K B – \$500K to \$1M C – \$1M to \$2M D – \$2M to \$5M E – \$5M and over *indicate the letter that applies*	D	C	E
Primary NAICS Code	541310	541990	323111 – Digital Printing

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: Jacobs Engineering Group Inc.Project Title: Design, Engineering, Construction Assistance and Other Technical Services for the NJ TRANSITGRID ProjectDate: December 28, 2015Prime Contract Value: \$17,196,998.95

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 (%)
Burns Engineering, Inc. (The Burns Group) 1835 Market Street, Suite 300 Philadelphia, PA 19103 215-979-7700	23-1602491	Power Services, Quality Control, Traction Power, Signals, RR Coordination / Integration (Wires), Constructability	\$3,372,705.13	19.61%
Levitan and Associates 100 Summer Street Boston, MA 02110 617-531-2818	04-3063237	Economics Analysis including PJM Regulations & Interconnection, Gas Supply, Negotiations for Power Sales, Power Price Forecasts, Plant Operational Modeling, Fuel Price Forecasts, Economics Screening Analysis, Risk Management for Regulatory / Economics	\$579,207.71	3.37%
LTK Engineering Services 20 W. Park Street, Suite 219 Lebanon, NH 03766 603-448-1113	23-2309997	Rail Power Analysis / Operations Modeling	\$213,695.53	1.24%
exida Consulting, LLC 64 North Main Street Allersville, PA 18960 215-453-1720	26-0688248	Cybersecurity Services	\$491,931.91	2.86%
Must provide a detailed scope of work; one-word descriptions are not acceptable		TOTALS	\$4,657,540.28	27.08%

****InfraMap Corp. will be a direct expense, so there is no actual percentage at this time.**

To add Subs Use Additional Forms

INTEND TO PERFORM AS A 1ST TIER DBE - I M 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.

Jacobs Engineering Group
Name of Bidder / Proposer / Prime

GTS Consultants, Inc.
Name of DBE Firm:

Project/Contract Name: NJ Transit /NJ Transit Grid Project

IFB / RFP Contract Number: 15-031

Does the undersigned DBE (Answer Accordingly):

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

Intend to subcontract any portion of its scope of work to a DBE(s)?
If yes, DBE Sub-Primes must complete and submit Form AA.

Circle one. (Yes) or No)
At what percent? 3.13%

Intend to subcontract any portion of its scope of work to a Non-DBE(s)?
If yes, must complete and submit Form AA2.

Circle one. (Yes) or No)
At what percent? 1.25%

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

Survey and mapping

Dollar Value of DBE Subcontract: \$ 638,758.79

Total Quantity /Units (if applicable): N/A

Per Unit Cost: (if Applicable): N/A

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

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

DBE Contract Start Date: TBD

DBE Contract Completion Date: TBD

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

Vice President
Title

Fredrick L. Voss, PE, PLS
Print Name

(732) 409-0900
Telephone #:

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

SECOND TIER DBE UTILIZATION- FORM AA

Project Name: NJ Transit Micro-GridNJT Contract No: RFP 15-031DBE Sub-Prime (First Tier) Subcontractor Contract Value (\$): 638,758.79I plan to subcontract 3.13 % 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 (%)
Robinson Aerial Surveys, Inc. 1 Edgeview Dr., Hackettstown, NJ 07840 , (908)813-3900	Aerial Mapping and Survey Services	\$19,995	3.13 %
			%
			%
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	\$ 19,995	3.13 %

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: GTS Consultants, Inc.Authorized Signature: Company Address: 2 Monmouth Avenue, Unit A1Print Name: Fredrick L. VossFreehold, NJ 07728Title: Vice PresidentFederal Tax ID #: 22-3528093

Sub-Prime's DBE Liaison Officer: _____

Company Tel #: 732-409-0900Date Signed: December 29, 2015

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM AA1

NJ Transit Contract No: RFP 15-031Project Title: NJ Transit Micro-GridDBE Sub-Prime: GTS Consultants, Inc.Telephone #: 732-409-0900Date: December 28, 2015

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

	Subcontractor/Subconsultant	Subcontractor/Subconsultant	Subcontractor/Subconsultant
Company's Full Name	Robinson Aerial Surveys, Inc.		
Address	One Edgeview Drive		
City	Hackettstown		
Zip	07840		
County	Warren		
Phone	908-813-3900		
Fax	877-497-1307		
E-mail	scudesea@robinsonaerial.com		
Owner	Carlos A. Medina		
Date Established	12/31/1990		
Date Certified	2/25/2010		
Ethnicity	Hispanic		
Gender	Male		
Certification Status: DBE or Non-DBE	DBE		
Federal Tax ID # / SSN #	22-1699343		
Annual Gross Receipts: A - Less than \$500K B - \$500K to \$1M C - \$1M to \$2M D - \$2M to \$5M E - \$5M and over indicate the letter that applies	D		
Primary NAICS Code:	541370		

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: 15-031Date: 12/28/2015DBE Sub-Prime Contract Value: \$ 638,758.79DBE Sub-Prime Contractor Name: GTS Consultants, Inc.Project Title: NJ Transit Micro-Grid

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 (%)
Title Search Service (Firm to be Determined)	TBD	Provide Title Searches for Parcels to be acquired.	Est. \$8,000.00 \$	1.25 %
			\$	%
			\$	%
			\$	%
			\$	%
			\$	%
Must provide a detailed scope of work; one-word descriptions are not acceptable.		TOTALS	\$ Est. \$8,00.00	1.25 %

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.

Jacobs Engineering Group, Inc.

Name of Bidder / Proposer / Prime

LKG-CMC, Inc.

Name of DBE Firm:

Project/Contract Name: Design, Engineering, Construction Assistance and Other Technical Services for the NJ Transit Grid Project

IFB / RFP Contract Number: 15-031 Microgrid

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).*)

Document Control, Configuration Management

Dollar Value of DBE Subcontract: \$ 450,737.92

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: TBD

DBE Contract Completion Date: TBD

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.

Kathy A. McClure

Signature of 1st Tier DBE

12.28.15

Date

President

Title

Kathy A. McClure

Print Name

818-844-0800

Telephone #:

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

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.

Jacobs Engineering Group Inc.

Name of Bidder/Proposer/Prime:

Matrix New World Engineering, PC

Name of DBE Firm:

Project/Contract Name: Design, Engineering, Construction Assistance and
Other Technical Services for NJ Transit Grid Project

IFB/RFP Contract Number: 15-031

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 AA1.

At what percent? 49 %

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).)

Geotechnical Engineering Services

Dollar Value of DBE Subcontract: \$ 1,116,202.95

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: TBD DBE Contract Completion Date TBD

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

12/23/2015

Date

President

Title

Jayne Warne, PE

Print Name

973-240-1800

Telephone #:

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

SECOND TIER DBE UTILIZATION- FORM AA

Project Name: New Jersey Transit Grid ProjectNJT Contract No: 15-031DBE Sub-Prime (First Tier) Subcontractor Contract Value (\$): \$1,116,202.95I plan to subcontract 49 % 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 (%)
Jersey Boring and Drilling Co. Inc. 36 Pier Lane West, Fairfield, NJ 07004 973-287-6857	Drilling Services	\$515,000	46 %
TerraSense, LLC 45H Commerce Way, Totowa, NJ 07512 973-812-1818	Laboratory Testing	\$37,000	3 %
			%
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	\$ 552,000	49 %

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: Matrix New World Engineering
26 Columbia Turnpike, Florham Park, NJ 07932
 Company Address: _____

Authorized Signature: Print Name: Jayne Warne, PETitle: PresidentFederal Tax ID #: Sub-Prime's DBE Liaison Officer: Clare Sullivan, CHMM, CSPCompany Tel #: 973-240-1800Date Signed: 12/28/15

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.

Jacobs Engineering Group, Inc.

Name of Bidder/Proposer/Prime:

Design, Engineering, Construction Assistance
and Other Technical Services for the NJ

Project/Contract Name: TransitGrid Project

RGA, Inc. (Richard Grubb and Associates)

Name of DBE Firm:

IFB/RFP Contract Number: 15-031

Does the undersigned DBE (Answer Accordingly):

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

Intend to subcontract any portion of its scope of work to a DBE(s)?
If yes, DBE Sub-Primes must complete and submit Form AA.

Circle one. (Yes or **No**)
At what percent? %

Intend to subcontract any portion of its scope of work to a Non-DBE(s)?
If yes, must complete and submit Form AA2.

Circle one. (Yes or **No**)
At what percent? %

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

Archaeological Services

Dollar Value of DBE Subcontract: \$ 31,040.43

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: TBD DBE Contract Completion Date TBD

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.

Alice Domm
Signature of 1st Tier DBE

12/28/15
Date

Chief Executive Officer/President
Title

Alice Domm
Print Name

609-655-0692 x324
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.

INTEND 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.

Jacobs Engineering Group Inc.

Name of Bidder / Proposer / Prime

SJH Engineering, P.C.

Name of DBE Firm:

Project/Contract Name: Design, Engineering, Construction Assistance and Other Technical Services for the NJ TRANSITGRID Project

IFB / RFP Contract Number: 15-031

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)).

Structural Engineering and Cost Estimating

Dollar Value of DBE Subcontract: \$ 383,243.08

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: TBD

DBE Contract Completion Date: TBD

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

S. Jayakumar December 28, 2015
Signature of 1st Tier DBE Date

Principal

Title

S. Jayakumar, PhD, PE

732-329-0500

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.

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.

Jacobs Engineering

Sowinski Sullivan Architects, PC

Name of Bidder / Proposer / Prime

Name of DBE Firm:

Design, Engineering, Construction Assistance & Other

Project/Contract Name: Tech Services for the NJT Grid Project

IFB / RFP Contract Number: 15-031

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)).*

Architectural Design Services

Dollar Value of DBE Subcontract: \$ 324,482.77

Total Quantity /Units (if applicable): _____

Per Unit Cost: (if Applicable): _____

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

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

DBE Contract Start Date: 1/2016

DBE Contract Completion Date: 04/2017

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

Signature of 1st Tier DBE _____
Date 12/28/2015

President _____
Title

Suzanne Sowinski, AIA, LEED AP, GGP

(973) 726-3260 X 124

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.

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.

Jacobs Engineering Group Inc.

Name of Bidder / Proposer / Prime

Sullivan Cove Consultants, LLC

Name of DBE Firm:

Project/Contract Name: NJ Transit TRANSITGrid Proposal

IFB / RFP Contract Number: 15-031

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)).

Legal Support Services

Dollar Value of DBE Subcontract: \$49,984.97

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: TBD

DBE Contract Completion Date: TBD

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.

John S. Graham 12/23/15
Signature of 1st Tier DBE Date

Managing Director
Title

John S. Graham
Print Name

410-544-4495
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.

THE PORT AUTHORITY OF NY & NJ

October 5, 2015

Mr. John Graham, III
President
Sullivan Cove Consultants, LLC
815 Governor Ritchie Highway
Suite #120
Severna Park, MD 21146

Dear Mr. Graham:

We are pleased to inform you that The Port Authority of NY & NJ has certified your business as a Disadvantaged Business Enterprise (DBE) on behalf of the New Jersey and New York State Unified Certification Program (NJ/NYS UCP) partners.

Your certification will remain in effect, provided your business continues to meet the eligibility criteria set forth in U.S. Department of Transportation, Code of Federal Regulations Title 49 Part 26. Annually, you must submit a signed and notarized "DBE No Change Affidavit" with supporting documentation. It is your responsibility to notify this office in writing within 30 days of any changes. Failure to do so may result in decertification of your business.

The following table lists the North American Industry Classification System (NAICS) codes and descriptions that have been assigned to your business in accordance with the services it renders.

NAICS CODES	DESCRIPTIONS
541110	Office of Lawyers
213112	Support Activities for Oil and Gas Operations
213113	Support Activities for Coal Mining
541199	All Other Legal Services
541611	Administrative Management and General Management Consulting Services
541612	Human Resources Consulting Services
541613	Marketing Consulting Services
541614	Process, Physical Distribution and Logistics Consulting Services
541618	Other Management Consulting Services
541620	Environmental Consulting Services
541690	Other Scientific and Technical Consulting Services
541990	All Other Professional, Scientific and Technical Services
561110	Office Administrative Services
561320	Temporary Help Services
561499	All Other Business Support Services
561611	Investigation Services
611430	Professional and Management Development Training

We have also added your firm to the NJ and NYS UCP directories, which can be accessed at <http://www.njucp.net/> and <http://www.nysucp.net/>, respectively.

If you have any questions regarding your certification, you may email the Office of Business Diversity and Civil Rights at certhelp@panynj.gov or contact me at (201) 395-3946.

Sincerely,


Javrol Tomlinson
Certification Analyst
Office of Business Diversity and Civil Rights

2 Montgomery Street, 2nd floor
Jersey City, NJ 07302
T: 212 435 7888 F: 201 395 3954
www.panynj.gov/supplierdiversity

INTEND TO PERFORM AS A 1ST TIER DBE - ☒ RM 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.

Jacobs
Name of Bidder / Proposer / Prime
Des., Eng., Constr & other tech.

A. Esteban & Company, Inc.
Name of DBE Firm:

Project/Contract Name: for NJT GRID project

IFB / RFP Contract Number: 15-031

Does the undersigned DBE (Answer Accordingly):

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

Intend to subcontract any portion of its scope of work to a DBE(s)?
If yes, DBE Sub-Primes must complete and submit Form AA.

Circle one. (Yes or ☒ No)
At what percent? %

Intend to subcontract any portion of its scope of work to a Non-DBE(s)?
If yes, must complete and submit Form AA2.

Circle one. (Yes or ☒ No)
At what percent? %

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

Digital Printing

Dollar Value of DBE Subcontract: \$ 101,010.00

Total Quantity /Units (if applicable): N/A

Per Unit Cost: (If Applicable): N/A

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

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

DBE Contract Start Date: TBD

DBE Contract Completion Date: TBD

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] 1/5/16
Signature of 1st Tier DBE Date

Alfonso C. Esteban
Print Name

President
Title

212.714.0102 x 114
Telephone #:

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

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



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

February 4, 2015

Mr. Alfonso C. Esteban, President
A. Esteban & Company, Inc.
132 West 36th Street, 10th Floor
New York, NY 10018

Re: NJ UCP Certification of A. Esteban & Company, Inc.

Dear Mr. Esteban:

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

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

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

Your company's NJ UCP Identification number is 0041333M1205
Certification Anniversary Date - Annually on December 20

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

Business Description: Digital Printing, Web-Based Doc Management, CAD Plotting & Scanning and Computer Archiving.

NAICS CODE	CLASSIFICATION(S)
323111	Commercial Printing
541519	Other Computer Related Services
532420	Office Machinery and Equipment Rental and Leasing

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

We are pleased to have you as a participant in the NJ UCP and wish you much success. Should you have any questions, please contact Mr. Adonis Abreu at (973) 491-8575.

Sincerely,

Adonis Abreu,
Business Development Specialist
Office of Civil Rights & Diversity Programs
Business Development

L.A. Hernández,
Manager, Certification & Outreach
Office of Civil Rights & Diversity Programs
Business Development

**NJ TRANSIT AGREEMENT No. 15-031
SIGN, ENGINEERING, CONSTRUCTION ASSISTANCE AND OTHER
TECHNICAL SERVICES FOR THE NJ TRANSITGRID**

EXHIBIT F – CONSULTANT CERTIFICATIONS AND FORMS

05/26/15 FED

CONSULTANT CERTIFICATIONS

Jacobs Engineering Group Inc.

CERT-1

09/13/01

**JACOBS ENGINEERING GROUP INC.
P O BOX 7084
PASADENA CA 91109-7084**

Taxpayer Identification# [REDACTED]

Dear Business Representative:

Recently enacted State law (Public Law 2001, c.134) requires all contractors and subcontractors with State, county and municipal agencies to provide proof of their registration with the Department of the Treasury, Division of Revenue. The law became effective September 1, 2001.

Our records indicate that you are currently registered with the Division of Revenue, and accordingly, we have attached a Proof of Registration Certificate for your use. If you are currently under contract or entering into a contract with a State, county or local agency, you must provide a copy of the certificate to the contracting agency.

Please note that the law sets forth penalties for non-compliance with the provisions above. See N.J.S.A. 54:52-20.

Finally, please note that the new law amended Section 92 of the Casino Control Act, which deals with the casino service industry.

Should you have any questions or require more information about the attached certificate, or are involved with the casino service industry, call (609) 292-1730.

Thank you in advance for your consideration and cooperation.

Sincerely,

Patricia A. Chiacchio

Patricia A. Chiacchio
Director, Division of Revenue

**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS**

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

JACOBS ENGINEERING GROUP INC.

TAXPAYER IDENTIFICATION#
[REDACTED]

ADDRESS

**P O BOX 7084
PASADENA CA 91109-7084**

EFFECTIVE DATE:

02/10/87

FORM-BRC(08-01)

TRADE NAME:

CONTRACTOR CERTIFICATION#

0096272

ISSUANCE DATE:

09/13/01

Patricia A. Chiacchio

Director, Division of Revenue

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

Certification 3187

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JAN-2014 to 15-JAN-2017

JACOBS ENGINEERING GROUP, INC.
299 MADISON AVENUE
MORRISTOWN

NJ 07962



A handwritten signature in black ink, appearing to read "A. Sidamon-Eristoff", is written over the State Treasurer's seal.

Andrew P. Sidamon-Eristoff
State Treasurer

NEW JERSEY TRANSIT CORPORATION

RFP NO. 15-031

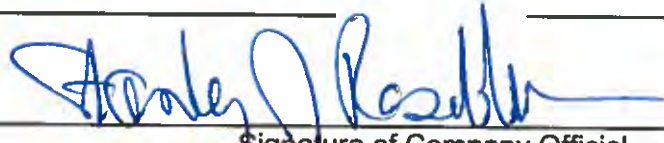
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Proposers are required to acknowledge receipt of all addenda issued prior to the proposal due date. This acknowledgement 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>
<u>1</u>	<u>July 1, 2015</u>
<u>2</u>	<u>July 28, 2015</u>
<u>3</u>	<u>August 12, 2015</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

By:



Signature of Company Official

Stanley J. Rosenblum, Vice President

Official's Title

Jacobs Engineering Group Inc.

Company Name

NEW JERSEY TRANSIT CORPORATION

RFP NO. 15-031

NON-COLLUSION AFFIDAVIT

STATE OF New Jersey :

ss:

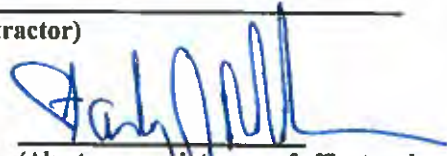
COUNTY OF Morris :

I, Stanley J. Rosenblum of the City of Morristown
in the County of Morris and the State of New Jersey
of full age, being duly sworn according to law on my oath depose and say that:

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an 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 Jacobs Engineering Group Inc.

(Name of Contractor)



(Also type or print name of affiant under signature)
Stanley J. Rosenblum, Vice President

Subscribed and sworn to before me this

21st day of August, 20 15



Notary Public of

My commission expires _____, 20

TINA J. SHENTON
NOTARY PUBLIC OF NEW JERSEY
ID # 2445051
My Commission Expires April 15, 2019

CONTRACTORS CERTIFICATE OF ELIGIBILITY

The Jacobs Engineering Group Inc. (Insert Name of Company) hereby certifies that it is not listed on the State of New Jersey, Department of Labor and Workforce Development, Division of Wages and Hour Compliance, Prevailing Wage Debarment List or on the State of New Jersey, Department of Treasury, Consolidated Debarment Report.

Jacobs Engineering Group Inc. (Insert Name of Company) is currently registered and active with no exclusion on the consolidated U.S. Government, Systems for Award Management (SAM) database.

Jacobs Engineering Group Inc.

Company:

Signature

Stanley J. Rosenblum

Type or Print Name

Vice President

Title

Date

August 25, 2015

NEW JERSEY TRANSIT CORPORATION

RFP NO. 15-031

AFFIDAVIT OF COMPLIANCE

I, Stanley J. Rosenblum (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 thereof, 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.

Jacobs Engineering Group Inc.

(Print Name of Contractor)



(Signature of Authorized Principal or Officer)

Stanley J. Rosenblum, Vice President

(Print Name and Title of Signator)

NEW JERSEY TRANSIT CORPORATION

RFP NO. 15-031

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS**

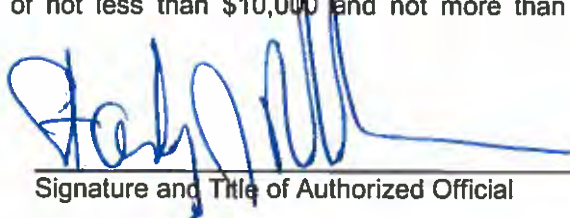
The undersigned certifies, to the best of his or her knowledge and belief, that:

(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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature and Title of Authorized Official

Stanley J. Rosenblum

Print Name

Vice President

Title

Jacobs Engineering Group Inc.

Firm

August 21, 2015

Date

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

RFP No.: 15-031

Firm: Jacobs Engineering Group Inc.

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

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

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the State of New Jersey, Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found at the following Website:

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party
PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.
IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE COPY AND COMPLETE

THIS SHEET AND SUBMIT IT WITH YOUR BID.

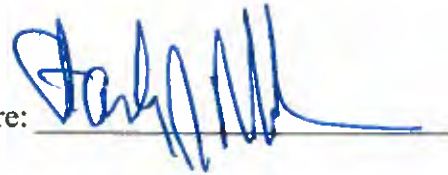
Name	<u>N/A</u>	Relationship to Bidder/Offor	_____
Description of Activities	_____		
Duration of Engagement	_____	Anticipated Cessation Date	_____
Bidder/Offor Contact Name	_____	Contact Phone Number	_____

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

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): Stanley J. Rosenblum

Signature: _____



Title: Vice President

Date: _____

August 21, 2015

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

SOURCE DISCLOSURE CERTIFICATION FORM

Consultant: Jacobs Engineering Group Inc.

Contract Number: 15-031

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 sub-consultants.

Consultant or Sub-consultant	Prime Consultant
Description of Services	Various Engineering Services
Performance Location[s] by Country	USA

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 cannot 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 17 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: Jacobs Engineering Group Inc.

[Name of Organization or Entity]

By: 

Title: Vice President

Print Name: Stanley J. Rosenblum

Date: August 21, 2015

PUBLIC LAW 2005 Vendor Certification and CHAPTER 271 Political

Contribution Disclosure Form Contract Reference: NJT RFP No. 15-031 **Vendor:**
Jacobs Engineering Group Inc.

At least ten (10) days prior to entering into the above-referenced contract, the Vendor must complete this Certification and Disclosure Form, in accordance with the directions below and submit it to the State contact for such contract.

Please note that the disclosure requirements under Public Law 2005, Chapter 271 are separate and different from the disclosure requirements under Public Law 2005, Chapter 51 (formerly Executive Order 134). Although no vendor will be precluded from entering into a contract by any information submitted on this form, a vendor's failure to fully, accurately and truthfully complete this form and submit it to the appropriate State agency may result in the imposition of fines by the New Jersey Election Law Enforcement Commission.

Disclosure

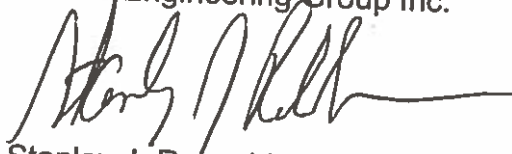
Following is the required Vendor disclosure of all Reportable Contributions made in the twelve (12) months prior to and including the date of signing of this Certification and Disclosure to: (i) any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or (ii) any entity that is also defined as a "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.

The Vendor is required to disclose Reportable Contributions by: the Vendor itself; all persons or other business entities owning or controlling more than 10% of the profits of the Vendor or more than 10% of the stock of the Vendor, if the Vendor is a corporation for profit; a spouse or child living with a natural person that is a Vendor; all of the principals, partners, officers or directors of the Vendor and all of their spouses; any subsidiaries directly or indirectly controlled by the Vendor; and any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Vendor, other than a candidate committee, election fund, or political party committee.

"Reportable Contributions" are those contributions that are required to be reported by the recipient under the "New Jersey Campaign Contributions and Expenditures Reporting Act," P.L. 1973, c.83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. As of January 1, 2005, contributions in excess of \$300 during a reporting period are deemed "reportable."

Rev: 02/07/2006 DPP c271 C&D Page 1 of 2 PUBLIC LAW 2005 CHAPTER 271 Vendor:	Date of Contribution None	Amount of Contribution	Contributor's Name
____ Name and Address of Committee to Which Contribution Was Made	Indicate "none" if no Reportable Contributions were made. Attach Additional Pages As Needed		

Jacobs Engineering Group Inc.



Stanley J. Rosenblum, Vice President

SUBCONSULTANTS' FORMS ARE NOT REPRINTED HERE DUE TO SIZE