

ENGAGEMENT QUERY

EQ2013-006-P3: The Borough of Atlantic Highlands - Marina and Piers Contract

INTRODUCTION:

The Department of Treasury (Treasury), on behalf of the Borough of Atlantic Highlands, (Borough) is seeking quotes pursuant to the “Program and Process Management Auditing, Financial Auditing and Grant Management, and Integrity Monitoring/Anti-Fraud Services for Disaster Recovery Assistance” RFQ and the “Prequalification Pools: Auditing and Other Related Services in Support of Disaster Recovery” RFP from prequalified contractors in Pool 3: Integrity Oversight Monitor and Anti-Fraud (Contractor).

The Contractor is expected to have knowledge of FEMA Public Assistance Programs, and experience with state and local procurement processes, particularly the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.). This Contractor will monitor the State’s recovery efforts pursuant to P.L. 2013, Chapter 37 (N.J.S.A. 52:15D-1 et seq.), the Integrity Oversight Monitor Act (the Act).

The purpose of this Engagement Query is to minimize the risk of deobligation, and prevent or rectify the duplication of benefits, process and payment errors, waste, fraud, abuse, malfeasance and mismanagement of funds. The focus is on the Atlantic Highlands Harbor Marina and Piers construction contract. The Contractor will be responsible for reviewing and evaluating the financial and administrative functions for this project; reviewing and evaluating construction deliverables; developing recommendations and strategies to ensure maximum Federal recoveries and prevent associated risks, if necessary; and providing ongoing quality assurance/quality control reviews and assessments.

I. BACKGROUND:

Superstorm Sandy was one of the most destructive hurricanes causing unprecedented damage to the State of New Jersey. The State is dedicated to ensure that all resources committed to the recovery efforts are applied in an efficient manner, and that all necessary precautions are taken to prevent, detect, and remediate waste, fraud, and abuse. On March 27, 2013, P.L. 2013, Chapter 37 (N.J.S.A. § 52:15D-1, et seq.), the Integrity Oversight Monitor Act (the Act) was enacted authorizing the Treasurer to establish a pool of qualified integrity monitors (IM Pool) from which the Treasurer could require the use of services on any State or federally-funded recovery and rebuilding contracts. Consequently, the Treasurer has required integrity oversight monitoring on any such contracts valued at \$5 million or more. **Note:** one (1) Project Worksheet (PW) may consist of multiple contracts.

Ernst and Young (EY) completed a risk assessment for the J. H. Reid contract (valued at \$14.9 at the time of the assessment) within the Atlantic Highlands PW#1733. The risk assessment was performed based on information provided by Atlantic Highlands officials and includes:

- Atlantic Highland’s FY2012 audited financial statements
- PW#1733 (**Attachment 1**)

- Bid documentation for J. H. Reid contract
- Executive Order 128
- Meeting attended by staff of the NJ State Treasury, Atlantic Highlands and EY on August 28, 2013

A. Project Description

This contract is related to permanent work on Atlantic Highlands Harbor Marina and Piers, which is approximately 95% complete. The project was contracted out to J.H. Reid for construction and repair purposes.

The scope of work involves repairs to damaged piers (8 fixed wood piers and 4 floating wood piers), the observation platform, ADA access ramps, and all electric, sanitary, and fuel system utilities located on the damaged docks.

B. Items Noted during Risk Assessment

- Atlantic Highlands has a 3 year renewable contract with T&M Associates to serve as the borough’s engineer. T & M Associates is the administrator and provides oversight for the Superstorm Sandy projects for Atlantic Highlands.
- Atlantic Highlands procured the services of J.H. Reid as general contractor for all of the projects.
- The audited FY2012 financial statements did not disclose any internal control deficiencies. They were audited by Thomas P Fallon, Fallon & Larsen LLP. Audit documents are available online:
<http://ahnj.com/ahnj/Departments/Finance%20Department/Annual%20Audits/>
- The amount of federal funding historically received by Atlantic Highlands has been under required threshold (\$500,000) to trigger an A-133 audit.
- Atlantic Highlands has received federal funding in the past, however based on a meeting with Atlantic Highlands on August 28, 2013, the expected FEMA funding in connection with Sandy Recovery far exceeds any federal funding historically received.

II. SCOPE OF WORK (SOW) REQUIREMENTS:

Contractors must be able to perform all of the following tasks:

- A. Attend a kick-off meeting with representatives from the Department to discuss the tasks and deliverables required under this work assignment. The Contractor is responsible for documenting and providing minutes of the meeting to the State Contract Manager within ten (10) days of the meeting.
- B. Review and evaluate the Borough’s financial and administrative functions for this contract.
1. Ensure that these functions adhere to all grant/assistance program guidelines, procurement rules, and reporting requirements.
 2. Verify that the contract was procured in accordance with all Federal, State and Local laws, regulations, and ordinances.

3. Verify that payments were disbursed consistent with applicable directives, and that there were no duplication of benefits, process and payment errors, waste, fraud, abuse, malfeasance or mismanagement of funds.

Report findings to the Borough and copy the State Contract Manager.

C. Review and evaluate the construction deliverables for this contract.

1. Verify that construction plans, documentation, and permits are in compliance with all Federal, State and Local laws, regulations, and ordinances.
2. Verify that all construction contract deliverables to date have been provided, and within acceptable timeframes.

Report findings to the Borough and copy the State Contract Manager.

D. If weaknesses are detected, develop recommendations and strategies to ensure maximum Federal recoveries, compliance with all laws, and prevention of associated risks through project closeout.

Report findings to the Borough and copy the State Contract Manager.

E. Provide ongoing quality assurance/quality control reviews for the duration of this engagement.

1. Ensure that remaining payments are disbursed consistent with applicable directives, and that there are no duplication of benefits, process and payment errors, waste, fraud, abuse, malfeasance or mismanagement of funds.
2. Review remaining construction progress through project closeout to ensure compliance with contract.
3. Provide ongoing guidance and problem resolution to support account reconciliations, and other issues related to the payment processing and reporting.

Report findings to the Borough and copy the State Contract Manager.

F. Provide deliverables as set forth in this Engagement Query.

Please note: The Contractor is expected to administer forensic accounting and other specialty accounting services as required; and to comply with all Federal, State and Local laws, regulations, and ordinances, as they are applicable to the program.

Each interested contractor is strongly urged to review the Act, contracts G-9004 and T-2939 and the respective Method of Operation, the Project Description and Risk Assessment Summary, and this Engagement Query to determine the best approach to develop its proposal and to meet the requirements of all tasks listed in this engagement query.

III. DELIVERABLES

The Contractor must ensure compliance with the following:

A. Required Timelines

1. Task B is required to be completed within 40 days of receipt of letter of engagement.
2. Task C is required to be completed within 40 days of receipt of letter of engagement.

3. All other tasks shall be performed on an ongoing basis and in a timely manner for the duration of this engagement, and may have completion dates assigned by Treasury.
4. Status is to be reported to the State Contract Manager on a monthly and quarterly basis as set forth below.

B. Required Reports and Documents

1. Findings of potential fraud, malfeasance, or criminal activity
 - Upon a finding of a likely criminal violation or lesser degree of any malfeasance, inefficiency, waste, fraud, abuse or mismanagement of funds, report findings to the State Comptroller and the Attorney General immediately consistent with the requirements of the Act. Provide a copy to the State Contract Manager.
2. Monthly Status Reports
 - Provide update on activities conducted on, or for, each task to include the type of activity, analysis, results, recommendations, resolutions, and/or preventative measures; and follow up on any previous outstanding issues. Provide monthly status reports to the City and copy the State Contract Manager.
3. Quarterly Report (**Attachment 2**)
 - On the first business day of each calendar quarter, the Contractor shall provide to the State Treasurer, for distribution to the Legislature and the Governor, a report detailing the Contractor's provision of services during the three-month period second preceding the due date of the report and any previously unreported provision of services, which shall include, but not be limited to, detailed findings concerning the Contractor's provision of services and recommendations for corrective or remedial action relative to findings of malfeasance and inefficiency. The report shall not include any information which may compromise a potential criminal investigation or prosecution or any proprietary information. The report shall include a privilege log which shall detail each omission of any such information.
4. Time Logs
 - Copies (and upon request, originals) of time logs shall be maintained by the Contractor and shall include information on the allocation of hours worked by the Contractor and staff to the respective federally-funded programs and all other data required in order to ensure compliance with all federal requirements.

IV. OTHER CONTRACTOR REQUIREMENTS

The Contractor is required to comply with all of the terms, including pricing, of its State contract (contract G-9004 or T-2939, as applicable), the applicable provisions of the New Jersey Standard Terms and Conditions, and the associated Method of Operation for the selected contracts. For the purpose of this engagement, the Contractor's indemnification obligation shall be limited in the aggregate to 500% of the value of the contract

Contracts are available on the Department of the Treasury, Division of Purchase and Property website:

Contract G-9004 http://www.state.nj.us/treasury/purchase/nea/contracts/g9004_13-r-23144.shtml

Contract T-2939 http://www.state.nj.us/treasury/purchase/nea/contracts/t2939_14-x-23110.shtml

Or, on the NJ Sandy Transparency website:

<http://nj.gov/comptroller/sandytransparency/contracts/sandy/>

V. LENGTH OF ENGAGEMENT

Construction is expected to be completed by the end of May 2014. The term of this engagement shall be for a period of six (6) months and may be extended for all or part of two (2) one-year periods. This engagement will begin once a Letter of Engagement is issued, and will end when all deliverables have been met and accepted by the State.

VI. CONFLICT OF INTEREST

Any person with FEMA/CDBG responsibilities, decision-making power or information may not obtain a financial interest or benefit from FEMA/CDBG activity or have any interest in the contract(s) or subcontract(s). Firms are prohibited from acting as a contractor for both the auditing and integrity monitoring requirements for the same project.

VII. CONFLICT FOR FUTURE ENGAGEMENTS

The Department of the Treasury will determine, on a case-by-case basis, if the Contractor will be eligible to receive additional integrity monitoring engagements. If it is determined that award of this engagement presents a conflict of interest for participation in future engagements, the Contractor will be precluded from accepting subsequent Engagement Queries.

VIII. PROPOSAL CONTENT

The Contractor shall provide a detailed proposal with a detailed budget to perform the SOW in this engagement to the State Contract Manager:

Dave Ridolfino, Associate Deputy State Treasurer
IntegrityOversightMonitor@treas.state.nj.us
by **5pm on January 24, 2014**

Questions related to this Engagement Query must be submitted to:

IntegrityOversightMonitor@treas.state.nj.us
by **5pm on January 6, 2014**

Note: Use the attached template to submit questions. The compilation of all questions and answers will be sent to the group prior to the Engagement Query response due date. **(Attachment 3)**

If the contractor is unable to bid because of a conflict of interest or scheduling, the contractor must provide notice to the Department within **three (3)** business days of the receipt of Engagement Query.

The contractor's proposal must contain the following elements:

- A. A detailed proposal including a detailed budget, to perform the scope of work reflecting the requirements of the engagement query for competitive price quotes. The proposal must explain how the contractor intends to accomplish each task listed in the SOW;
- B. A contract schedule that shall identify the performance milestones and associated deliverable items to be submitted as evidence of completion of each task and/or sub-task;
- C. Person-hour and/or labor category mix: A comprehensive chart showing the person-hours proposed to meet the requirements of the Engagement Query. The chart shall be designed to reflect the tasks, sub-tasks, or other work elements required by the Engagement Query. The chart shall set forth, for each task, sub-task or other work element, the total number of person-hours, by labor category, proposed to complete the contract. The hourly rates used for each labor category shall be the hourly rates, or lower than the hourly rates specified in the contract. The person hours must be those originally bid or lower. The Contractor is to fill in each task listed in Section II Scope of Work in the column provided, and determine how many hours are required to complete each task. Provide a separate quote sheet for each year covering the entire term of this engagement. **(Attachment 4);**
- D. Estimated travel and direct costs for the duration of the engagement. Refer to contract T2939: 3.7 Travel Expenses and Reimbursements and Section 6.7.2 Bidders' Price Schedule; and contract G9004: 3.6 Travel Expenses and Reimbursements, and Section 6.0 Cost Proposal. **(Note: Include total travel and direct costs on Attachment 4 in the boxes provided.);**
- E. A description of FEMA consulting experience on similar projects that demonstrates knowledge of eligibility, documentation and procurement requirements. Include client results in recovering the proposing contractor's fees as direct administrative costs, and a list of any deobligation of funds by FEMA in any of your projects;
- F. Detailed list of engagements or task orders in which the firm is currently providing services for any type of disaster recovery, including those of sub-contractors proposed for this engagement. The list must include the name of the contracting entity; a detailed list of the scope of services and the contract term; and identification of any sub-contractors to be utilized for this engagement which must be consistent with those identified in the original proposal/bid;
- G. Summary of experience of the primary and sub-contractor for engagements of similar scope and size; and

H. Resumes of any primary contractor or sub-contractor individuals proposed for this engagement.

IX. SELECTION PROCESS

The State Contract Manager, on behalf of the Treasurer, or the using agency will review the proposals and select the Contractor whose proposal is most advantageous, price and other factors considered.

The State Contract Manager, on behalf of the Treasurer or the using agency will then issue a letter of engagement with a “not to exceed” clause to the engaged firm and begin the issuance of Task Orders. A firm may submit pricing lower than its original bid price for a specific project. The firm will then be held to that lower pricing for all future engagements.

X. LIQUIDATED DAMAGES

To the extent that actions of the contractor result in failure to meet performance standards, the State may suffer damages that could be difficult or impossible to quantify.

Given the significance of rehabilitation of New Jersey communities, businesses, and programs, the necessity that all resources dedicated to the recovery from Superstorm Sandy be applied in an efficient manner, and the need to take all necessary precautions to prevent, detect, and remediate waste, fraud, and abuse, the State and the Contractor agree to the specified liquidated damage amounts for late delivery of the following deliverables.

The methodology utilized to calculate liquidated damages pertaining to reviewing and evaluating financial and administrative functions and construction deliverables to determine risk, and reporting on status are based on the assumption that failure to have these key elements in place will directly result in loss of Federal funds. In addition, failure to provide reports could prevent the State from taking action to rectify issues early on, and may also cause harm to the public in the form of waste by the government and inefficiency in rebuilding projects.

Task	Deliverable	Due Date	Liquidated Damages
Task B	Review and evaluate the financial and administrative functions	Within 40 business days of receipt of letter of engagement	\$1000 a day for each day past due date
Task C	Review and evaluate the construction deliverables for this contract	Within 40 business days of receipt of letter of engagement	\$1000 a day for each day past due date
Monthly Status Reports	Provide update on activities conducted on, or for, each task to include the type of	On the first business day of each month	\$1000 a day for each day past due date

	activity, analysis, results, recommendations, resolutions, and/or preventative measures; and follow-up on any previous outstanding issues.		
Quarterly Reports	Report detailing the integrity oversight monitor's provision of services during the three-month period second preceding the due date of the report and any previously unreported provision of services	On the first business day of each calendar quarter	\$1000 a day for each day past due date

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

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

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

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

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

XII. ATTACHMENTS

Attachment 1: Project Worksheet

Attachment 2: Quarterly Report Template

Attachment 3: Question Template

Attachment 4: Cost Quote

Engagement Query #: EQ2013-006-P3--Atlantic Highlands

**Addendum 1
Questions and Answers**

Page #	Engagement Query Section	Question	Answer
2	B. Items Noted during Risk Assessment	Is EY's risk assessment report/evaluation available for review?	The findings of EY's risk assessment were used to develop this engagement query and are defined in the Background, particularly sections 'A. Project Description' and 'B. Items Noted During Risk Assessment.' The risk assessment will be provided to the firm awarded the task order resulting from this engagement query.
2	B. Items Noted during Risk Assessment	Has the fact that the Borough has not historically received federal awards triggering an A-133 audit affected the risk assessment made by EY?	Not having an A-133 audit puts the municipality in a higher risk category.
3	B. Scope of Work	With respect to 'review and evaluate the Borough's financial and administrative functions for this contract', has there been any changes in the internal control structure/environment that would impact the engagement query?	The firm awarded the task order resulting from this engagement query must determine this as required in the Scope of Work.
3	B. Scope of Work	Did the borough increase their staffing for both administrative and financial functions as a result of the award?	This information will be provided to the firm awarded a task order resulting from this engagement query.
3	B. Scope of Work	Has this grant award been audited as a major program in the borough's 2012 audit? Has anything been communicated to management that would be duplicating the engagement query process or that can be used to supplement the engagement query process?	This grant award has not been audited as a major program in the borough's 2012 audit. The State has provided all information believed to support this engagement query.
3	B. Scope of Work	Does the contractor maintain all records related to subcontracted work?	Given the lack of specificity and context in the question, the State cannot provide a specific answer, however the contractor is responsible for maintaining all information related to subcontracted work.
3	II	If necessary, do we have the availability to meet with the engineering or construction firm to review compliance regarding licensing and codes as well as other approvals?	The firm awarded a Task Order resulting from this Engagement Query will have access to these resources.

PA-02-NJ-4086-PW-01733(0) P	
Applicant Name:	Application Title:
ATLANTIC HIGHLANDS HARBOR	UEBHG20 Atlantic Highlands harbor Marina Piers
Period of Performance Start:	Period of Performance End:
10-30-2012	04-30-2014

Bundle Reference # (Amendment #)	Date Awarded
PA-02-NJ-4086-State-0031(30)	03-30-2013

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET					
DISASTER		PROJECT NO. UEBHG20	PA ID NO. 025-UEBHG-00	DATE 02-25-2013	CATEGORY G
FEMA	4086 - DR - NJ				
APPLICANT: ATLANTIC HIGHLANDS HARBOR			WORK COMPLETE AS OF: 02-25-2013 : 0 %		
Site 1 of 1					
DAMAGED FACILITY: Atlantic Highlands Harbor marina Piers			COUNTY: Monmouth		
LOCATION:				LATITUDE: 40.16324	LONGITUDE: -74.03198
PA-02-NJ-4086-PW-01733(0): 2 Simon Lake Drive, Atlantic Highlands, NJ 07716					
DAMAGE DESCRIPTION AND DIMENSIONS: PA-02-NJ-4086-PW-01733(0): On 10/29/2012 post-tropical storm Sandy made landfall near Atlantic City, New Jersey. The National Weather Service (NWS) reported storm surge of up to eleven (11) feet along the New Jersey Shore and up the Hudson River, with wave heights in excess of fourteen (14) feet reported. The NWS also recorded sustained winds up to of eighty-eight (88) mph. During the incident period October 26th, 2012 and continuing thru November 8th, 2012, Sandy caused widespread damage throughout New Jersey including widespread power outages, severe coastal erosion, widespread flooding, and damage or destruction to public properties / infrastructure, and very large volumes of storm related debris. The president declared NJ a major disaster area on October 30th, 2012 - assigned FEMA-4086-DR-NJ. The applicant damages specific to this sub-grant applicant are as follows: The Atlantic Highlands Harbor Marina and Piers were damaged as a result of Super Storm Sandy. The storm's combination of strong winds, waves and high tide resulted in an intense storm surge which submerged the piers and produced extremely high forces on the structural members. Significant portions of the piers have been damaged. Damage include severely uplifted misaligned or broken piles, several split or broken headers and stringers, missing or broken decking, and severely damaged secondary components including wave screens, railings, mooring piles and all utilities located on the piers (Water, Electric, Sanitary and Fuel System.) This damage is the damage occurring to all listed piers. Also damaged were the ADA Access Ramps, and Observation Decks and Launching Ramp. Also damaged was a total of 15,300 SF of bulk heading (45 feet of height and embedment X 340 LF = 15,300 SF). This project worksheet will also address the demolition of the piers which is incidental to the repair/construction of the new piers. The applicant commissioned the firm of T&M Associates the boroughs engineering firm to prepare a condition survey report on the damages to the Atlantic Highlands Piers. The report was completed by T&M with FEMA representatives also present during the site visit. The site visit was a visual inspection of unobstructed and above water structures and architectural elements. This report contains conclusions concerning the causes of the noted damage and recommendations for rehabilitation of the piers. The recommendations contained in the recommendations section of the report outline the general extent of the required rehabilitation work. Piers 5A and Pier 8 which are floating docks were not present at the time of the inspection. These docks were damaged and represented a safety hazard and removed. The docks (5A & 8) were damaged and almost unrecognizable. These docks are listed separately with an actual bid cost as the					

basis for the in kind replacement. The damaged piers listed below are a general guide to materials and construction. The T&M site survey report is more detailed and covers materials and dimensions. Pier 1 timber framing supported on 41 timber piles with 7'6" -12' centers. Piles are shifted, braces has become detached and cross members are damaged. This is typical to all piers on this report. Pier 2 timber framing supported on piles on 10' centers. Pier 3 timber framing supported by 57 timber pile on 4' to 11' on center. Pier 4 of timber framing supported on 39 timber piles ranging from 9'6" to 10' centers. Pier 5 of timber framing supported on 39 timber piles ranging from 8' to 10' centers. Pier 5A- (Floating Dock) of timber framing supported on 14 timber piles on 10' centers. Pier 6 (Fuel Pier) of timber framing supported on 40 timber piles on 10' centers. Pier 7- (Floating Dock) of timber framing supported on 14 timber piles on 10' centers. Pier 8- (Floating Dock) of timber framing supported on timber piles on 10' centers Pier 9- (Floating Dock) timber framing supported on a timber sheeting wall. The sheeting wall consist of 12" diameter timber piles at spacing from 5' to 8' on center located in line along the back side of the front side wall. Fishing Pier timber sheeting. The wall consist of 12" diameter timber piles at spacing 5' to 8' centers. Franks Pier timber framing supported on 77 timber piles placed at 10' on center. All were damaged in their entirety and must be replaced. Piers 1,2,3,4,5,6 (fuel pier) Fishing Pier, Franks Pier are all fixed wood piers. Piers 5A,7,8,9, are floating piers. The ADA Access Ramps are timber construction with timber piles class B - 12" diameter which is both fixed and floating with 2 Aluminum gangways and in total is 1135 Linear feet of timber decking and 1600 linear feet of floating dock. The Observation Decks are timber construction with call B- 12 " piles, also constructed of steel pile piles 20" in diameter the observation deck is a fixed deck. The decks have 2 gangways and aluminum railings. The launching ramp is constructed of Concrete, Aggregate, Rip-Rap for side protection, Steel, and is 150 LF long X 30 feet wide.

SCOPE OF WORK:

PA-02-NJ-4086-PW-01733(0):

This project worksheet is created for the rehabilitation and repair of Atlantic Highlands Harbor Piers. The work includes the repair of damage to 12 piers which include 8 fixed wood piers and 4 floating wood piers. This scope of work will also include the repair of the Observation Platform and ADA Access Ramps, and all utilities on the damaged docks. (Water, Electric Sanitary, and the Fuel System) The applicant used the services of T&M Associates of Middletown, NJ to prepare a site condition survey report. The report was done as a result of visual site visits with the FEMA project specialist and the applicants representative also present. The resulting report and engineers estimates are the basis for the 8 fixed wood docks only on this project worksheet. The 4 floating docks are listed below and have actual bid cost. The cost breakouts are for the 8 fixed piers listed in the engineers estimate are the mutually agreed estimates prepared by the borough engineers. This project worksheet utilizes an engineers estimate based on RS Means Costworks pricing and actual bid cost. The cost were developed by the applicants engineering firm T&M Associates of Middletown, NJ based on visual inspections with both FEMA and the applicants representative present during the inspection. The cost associated for work on 8 fixed piers "In Kind Repair" will be submitted on data sheets for use on this project worksheet and will be attached. Each sheet will break down the repairs to each of the docks damaged and cost for repairs. Also included on this project worksheet are the Observation Platforms and the ADA Access Ramps. The Observation Platforms and ADA Access Ramps have engineer cost breakdowns utilizing RS Means/Costwork pricing and will be submitted with this project worksheet. With detailed materials and RS Means/Costwork pricing included. The cost of the 4 Floating Piers have bid proposals attached to this project worksheet. The lowest bidder for the work on the 4 floating docks is Sullivan Floats of Warwick, NY. Sullivan Floats submitted a bid on this project for \$408,460.00. The applicant intends to award the contract to Sullivan Floats, but at the time of this project worksheet the applicants governing body had not awarded the contract. All estimates listed below have backup documentation attached to this project worksheet. Pier 1 Engineer Cost Estimate \$447,895.00 Pier 2 Engineer Cost Estimate \$510,430.00 Pier 3 Engineer Cost Estimate \$536,010.00 Pier 4 Engineer Cost Estimate \$559,440.00 Pier 5 Engineer Cost estimate \$537,660.00 Fuel Pier Engineer Cost Estimate \$921,284.00 Fishing Pier Engineer Cost Estimate \$441,175.00 Franks Pier Engineer Cost Estimate \$1,327,161.00 ADA Ramps Engineer Cost estimate \$317,600.00 Observation Decks Engineer Cost Estimate \$99,180.00 Bid document cost for 4 floating piers (5A, 6,7,8) \$408,460.00 Attached to this project worksheet are the bid cost for the utility work on this project worksheet. The bid document from the firm of JH Reid Contractor, South Plainfield, NJ is attached to this project worksheet. JH Reid General Contractors submitted a bid of \$150,000 for the repair/restoration of the water on the damaged piers, a bid of \$25,000 was recieved for the repair/restoration of the sanitary sewer damage on the piers, a bid of \$3,100,000 was received for the repair/restoration of the electrical work on the piers, a bid of \$400,000 was received for the repair/restoration of the fuel system damaged on the piers. The actual bid document with the cost of the Four (4) components of the utility work is attached to this project worksheet as given to the Project Specialist. The governing body of the applicant has not yet formalized the contract at the time of this project worksheet. Resolution 027-2013 awarding the contract for the demolition of the piers incidental to the repair/construction of the new piers is attached. The applicant recieved Eight (8) sealed bids of which 3 of the lowest were considered. The lowest bidder was JH Reid Contractors, South Plainfield, NJ with a bid cost of \$1,354,500. At the time of this project worksheet the formal contract document have not been formalized and as such the bid document and Contract Award Resolution will be attached, but not the actual contract document. A CEF estimate is also included with this project worksheet. The CEF will contained the itemized list of materials and cost as given to the project specialist. The CEF has both RS Means/Costwork pricing and actual bid document cost as well as an applicant Contract Resolution for award of a contract. The project specialist put the various cost information together based on the best available information at the time of the project worksheet creation. The project specialist intention was to create the project worksheet as efficiently and timely as possible to help minimize the burden on the applicant. Supporting Documentation: 100% of the documentation to support this project has been received and a sampling of not less than 20% has been verified by the project specialist to determine eligibility and correctness and is retained by the applicant. The applicant has been advised that complete records and cost documentation for all approved work must be retained for a minimum of 3 years from the date the last project was completed or from the date the final payment was received, whichever is later. Procurement: If applicable to this project the applicant is required to adhere to State, County and/or Local Government Procurement rules and regulations and maintain adequate records to support the basis for all purchasing of goods and Comments: Special Considerations: Any Change to the approved scope of work will require re-evaluation by the Environmental/Historic Preservation section for compliance with environmental and historic preservation considerations under the National Environmental Policy Act. Noncompliance with this requirement may jeopardize the receipt of federal funding. Permits: The PA Project Specialist has advised the applicant that it is their responsibility to obtain all local, state and federal permits prior to any construction or debris disposal activity referenced on this project. The applicant has also been advised that the lack of obtaining and maintaining these documents may jeopardize any federal funding related to the declared disaster. Insurance: The applicant is aware that all insurable risk projects are subject to an insurance review as stated in 44 CFR Sections 206.252 and 206.253. If applicable an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the applicant's insurance policy that may affect the total amount of this project, furthermore the applicant is aware that insurance purchases requirements may be placed on the this project. Mitigation: Mitigation will be performed on this project. A Hazard Mitigation Plan is attached and part of this project worksheet. The HMP is a "Lease Cost Alternative". Direct Administration Costs: The sub-grantee is requesting direct administration costs that are directly

chargeable to this specific project. Associated eligible work is related to administration of this PA project only and in accordance with 44 CFR 13.22. These costs are treated consistently and uniformly as direct costs in all Federal awards and other sub-grantee activities and are not included in any approved indirect cost rates.

Does the Scope of Work change the pre-disaster conditions at the site? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Special Considerations included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Hazard Mitigation proposal included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
1	0000	Work to be Completed	0/LS	\$ 0.00	\$ 0.00
2	9000	CEF Cost Estimate (See Attached Spreadsheet)	1/LS	\$ 19,312,425.00	\$ 19,312,425.00
3	9901	Direct Administrative Costs (Subgrantee)	1/LS	\$ 2,901.76	\$ 2,901.76
4	0909	Hazard Mitigation Proposal	1/LS	\$ 0.00	\$ 0.00
				TOTAL COST	\$ 19,315,326.76
PREPARED BY FRED HERMAN		TITLE Project Specialist		SIGNATURE	
APPLICANT REP. John Amici		TITLE Harbor Manager		SIGNATURE	

State of New Jersey
 Department of Treasury
 Integrity Monitoring Reporting Model
 For Quarter Ending: xx/xx/2013

Reports required under A-60 will be submitted by Integrity Monitors on the first business day of each calendar quarter to the State Treasurer and will contain detailed information on the projects/contracts/programs funded by the Disaster Relief Appropriations Act.

No.	Recipient Data Elements	Response	Comments
A. General Info			
1.	Recipient of funding		
2.	Federal Funding Agency? (e.g. HUD, FEMA)		
3.	State Funding (if applicable)		
4.	Award Type		
5.	Award Amount		
6.	Contract/Program Person/Title		
7.	Brief Description, Purpose and Rationale of Project/Program		
8.	Contract/Program Location		
9.	Amount Expended to Date		
10.	Amount Provided to other State or Local Entities		
11.	Completion Status of Contract or Program		
12.	Expected Contract End Date/Time Period		
B. Monitoring Activities			
13.	If FEMA funded, brief description of the status of the project worksheet and its support.		
14.	Quarterly Activities/Project Description (include number of visits to meet with recipient and sub recipient, including who you met with, and any site visits warranted to where work was completed)		

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No.	Recipient Data Elements	Response	Comments
15.	Brief Description to confirm appropriate data/information has been provided by recipient and what activities have been taken to review in relation to the project/contract/program.		
16.	Description of quarterly auditing activities that have been conducted to ensure procurement compliance with terms and conditions of the contracts and agreements.		
17.	Have payment requisitions in connection with the contract/program been reviewed? Please describe		
18.	Description of quarterly activity to prevent and detect waste, fraud and abuse.		
19.	Provide details of any integrity issues/findings		

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No.	Recipient Data Elements	Response	Comments
20.	Provide details of any work quality or safety/environmental/historical preservation issue(s).		
21.	Provide details on any other items of note that have occurred in the past quarter		
22.	Provide details of any actions taken to remediate waste, fraud and abuse noted in past quarters		
C. Miscellaneous			
23.	Attach a list of hours and expenses incurred to perform your quarterly integrity monitoring review		
24.	Add any item, issue or comment not covered in previous sections but deemed pertinent to monitoring program.		

Name of Integrity Monitor: Name of Report Preparer: Signature: Date:

Engagement Query Questions or Request for Clarification

Firm:

Engagement Query #:

Page #	Engagement Query Section	Question

Cost Quote

Cell to be completed by Contractor
Protected Cells

Firm Name:	
Engagement Number:	

Cost Quote for: <input type="checkbox"/> Year 1 <input type="checkbox"/> Year 2 <input type="checkbox"/> Year 3	Fill in Task																																												
Staffing Category	Hourly Billing Rate (\$)	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 7		Year 8		Year 9		Year 10		Total Hours Per Staff Category	Total \$ Per Staff Category																						
		Hours	Amount (\$)	Hours	Amount (\$)	Hours	Amount (\$)	Hours	Amount (\$)	Hours	Amount (\$)	Hours	Amount (\$)	Hours	Amount (\$)	Hours	Amount (\$)	Hours	Amount (\$)	Hours	Amount (\$)																								
Partner/Principal/Director			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00																						
Program Manager			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00																						
Project Manager			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00																						
Subject Matter Expert			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00																						
Supervisor/Senior Consultant			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00																						
Consultant			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00																						
Associate/Staff			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00																						
Administrative Support			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00																						
Other			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00																						
Other			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00																						
Other			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00																						
Other			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00																						
																						0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00 (Staffing)

Total Direct Cost	
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\$0.00 (Direct Cost)

Total Travel Cost	
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\$0.00 (Travel Cost)

Grand Total
\$0.00