#### **ENGAGEMENT QUERY**

#### EQ2013-005-P3--City of Perth Amboy – Perth Amboy Marina and Walkways

#### **INTRODUCTION:**

The Department of Treasury (Department) on behalf of the City of Perth Amboy (the City) is seeking quotes pursuant to the "Program and Process Management" and "Auditing and Other Related Services for Disaster Recovery" RFQs from the prequalified contractors in Group 3 – Integrity Monitoring/Anti-Fraud (Contractor).

This engagement query is seeking to retain the services of a prequalified Contractor with 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 serve as the City's integrity oversight and anti-fraud monitor pursuant to P.L. 2013, Chapter 37 (N.J.S.A. 52:15D-1 et. seq.), the Integrity Oversight Monitor Act (the Act).

The Act authorizes the State Treasurer to require integrity oversight monitor services on any State or non-State federally funded recovery and rebuilding contract of \$5M or more. At this time, one contract appears to exceed \$5M based on a risk assessment that was completed. The State Treasurer has exercised his discretion to require an integrity oversight monitor on the contracts.

The focus of this engagement is the "Perth Amboy Marina and Walkways" project (Project Worksheet #2546 (Attachment 1) and any related project worksheets and contracts). The integrity oversight monitor will be responsible for reviewing the City's current policies and procedures for the management of the contracts to ensure that project requirements are met; determining if appropriate compliance systems and controls are in place; testing and monitoring control environments; and monitoring the City's management of and the City's contractors' performance for this project.

See **Attachment 2** for project description and risk assessment summary.

#### I. BACKGROUND:

On October 27, 2012, Governor Chris Christie signed Executive Order 104 (EO 104) declaring a State of Emergency in New Jersey related to the impact of Superstorm Sandy which caused massive property damage and loss of life. On October 27, 2012, President Obama declared a major disaster for New Jersey (DR-4086), thereby qualifying New Jersey for federal disaster assistance funds. Disaster assistance includes HUD Community Development Block Grant-Disaster Relief (CDBG-DR) funding and FEMA Public Assistance, Individual Assistance, and Hazard Mitigation Grant Program funds, as well as other federal disaster assistance programs.

On March 27, 2013, the Act was passed 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 'project' could consist of multiple contracts.)

The pool of integrity oversight monitors includes, among others, those contractors procured under G-9004: "Program and Process Management Auditing, Financial Auditing and Grant Management, and Integrity Monitoring/Anti-Fraud Services for Disaster Recovery Assistance" and T-2939: "Prequalification Pools: Auditing and Other Related Services in Support of Disaster Recovery." The firms under these two contracts provide services organized into three distinct groups: Group I - Program and Process Management Auditing, Group II - Financial Auditing and Grant Management, and Group III - Integrity Monitoring/Anti-Fraud.

#### II. SCOPE OF WORK (SOW) REQUIREMENTS:

The Contractor 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, and to permit each party to exchange documents and files, such as audits, existing contracts, etc. associated with this engagement as appropriate; and determine how findings and reports will be submitted. The Contractor is responsible for documenting the kick-off meeting and providing minutes of the meeting within ten (10) days of the meeting.
- B. Review policies and procedures in place for the management of the contract(s) to ensure that project requirements are met. Perform risk assessments and recommend loss prevention strategies to prevent duplication of benefits, inefficiency, waste, fraud, abuse, malfeasance and mismanagement of funds. Report to the City and copy State Contract Manager.
  - 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.
- C. Determine if appropriate compliance systems and controls related to internal controls, procurement, contracting, compliance, cost eligibility, contract management, invoicing, payment, etc. are in place to comply with applicable State and Federal guidelines, regulations and law. Report to the City and copy State Contract Manager.
- D. During the term of the engagement, test and monitor control environments. Define any weaknesses, recommend corrective actions, and communicate findings to the City immediately. Provide monthly status reports to the City and copy the State Contract Manager.
- E. Monitor the City's management and the City's contractors' performance for this project to the extent necessary to ensure legal compliance, and promote best practices. Communicate findings and recommend corrective action to the City immediately. Provide monthly status reports to the City 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. <u>DELIVERABLES</u>

The Contractor must ensure compliance with the following:

#### A. Required Timelines

- 1. Task B is required to be completed within 40 business days of receipt of letter of engagement.
- 2. Task C is required to be completed within 40 business 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 at a later date.

#### B. Required Reports and Documents

1. 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 3)

• 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/noa/contracts/g9004 13-r-23144.shtml

Contract T-2939 http://www.state.nj.us/treasury/purchase/noa/contracts/t2939 14-x-23110.shtml

#### V. LENGTH OF ENGAGEMENT

The length of this engagement is for a period of up to 2 years, which may be extended for all or part of any 4-6 month extension periods. This engagement will begin once a letter of engagement has been 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 <a href="mailto:IntegrityOversightMonitor@treas.state.nj.us">IntegrityOversightMonitor@treas.state.nj.us</a> 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 4)

If the Contractor is unable to bid because of a conflict of interest or scheduling, it must notify the Department within three (3) business days of the receipt of the Engagement Query.

#### The Contractor's proposal must contain the following elements:

- A. A detailed proposal, including a detailed budget, to perform the SOW 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 length of this engagement. (Attachment 5);
- 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: Fill in total travel and direct cost on Attachment 5 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;
- G. Summary of experience of the primary and sub-contractor for engagements of similar scope and size.
- H. Resumes of any primary contractor or sub-contractor personnel proposed for this engagement; and
- I. If necessary, the contractor should have the ability to provide integrity oversight monitoring services for professional specialties such as engineering and structural integrity services, etc. either directly or through a subcontractor relationship.

#### 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 the rehabilitation of the City's waterfront marina, piers, bluff and walkways, 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 development and implementation of a work plan, and reporting requirements are based on the assumption that failure to have these key elements in place will directly result in a delay of project construction, and the inability to properly monitor the program. Delays in construction are anticipated to result in economic impact to the City, and could result in loss of Federal funds. Failure to provide reports could prevent the State from taking action to rectify issues with any rebuilding projects the monitor is overseeing, 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 policies and procedures in	Completed	\$1000 a day for each day
	place for the management of the	within 40	past due date
	contract(s) to ensure that	business days	
	program/project requirements are	after receipt of	
	met. Perform risk assessments	letter of	
	and implement loss prevention	engagement	
	strategies to prevent duplication		
	of benefits, inefficiency, waste,		
	fraud, abuse, malfeasance and		
	mismanagement of funds.		
Task C	Determine if appropriate	Completed	\$1000 a day for each day
	compliance systems and controls	within 40	past due date
	are in place to comply with	business days	
	applicable state and federal	after receipt of	

	guidelines, regulations and laws.	letter of engagement	
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.	On the first business day of each month	\$1000 a day for each day past due date
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://ni.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: Project Description and Risk Assessment Summary

Attachment 3: Quarterly Report Template

Attachment 4: Question Template

Attachment 5: Cost Quote

### Engagement Query #: EQ2013-0005-P3-Perth Amboy

## Addendum 1 Questions and Answers

Page #	Engagement Query Section	Question	Answer
1	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.
1	Risk Assessment	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.
1	B/C/D 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.
1	B/C/D Scope of Work	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?	The State has provided all information believed to support this engagement query.
1	B/C/D Scope of Work	Are the borough auditors' workpapers related to risk assessment, control activities, testing of compliance with laws, regulations, etc. available for review?	This information will be provided to the firm awarded a task order resulting from this engagement query.
2	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-02546(1) <u>P</u>			
Applicant Name:	Application Title:		
PERTH AMBOY	5820012 Perth Amboy Marina and Walkways		
Period of Performance Start:	Period of Performance End:		
10-30-2012	04-30-2014		

Bundle Reference # (Amendment #)	Date Awarded
PA-02-NJ-4086-State-0058(60)	06-30-2013

### Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 90%

	FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET								
DISAST	ER				PROJECT	PA ID NO.	DATE 04-05-2013		CATEGORY G
FEMA	4086	-	DR	- NJ	NO. 5820012	023-58200-00			
APPLICANT: PERTH AMBOY					ΣΥ		WORK COMPLETE AS OF: 12-13-2012: 0 %		
						Site 1	of 1		
DAMAG	ED FA	CIL	.ITY:						
							COUNTY: Middlesex		
Marina, Promenade Walk and Bulkheads									
LOCATION:								LATITUDE: 40.505724	LONGITUDE: -74.262634
PA-02-1	PA-02-NJ-4086-PW-02546(0):								
Perth Amboy Marina									
DAMAC	E DEC	CΒ	IDTI	JNI V	ND DIMENSIO	NC:		•	•

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-02-NJ-4086-PW-02546(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 29, 2012 and continuing thru November 8, 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 30, 2012 - assigned FEMA-4086-DR-NJ. The applicant damages specific to this sub-grant application are as follows: This project worksheet includes costs accruing to Perth Amboy City to conduct permanent repairs to the walkways, bulkheads, marina, and fishing piers, and other appurtenant structures at Perth Amboy Marina and Park. Perth Amboy Marina and Park consists of park bordering Raritan Bay and Arthur Kill. The facility consists of a series of paths, bulkheads, a war memorial, a marina with floating docks, and fishing piers. The park and marina are owned and maintained by Perth Amboy. Damage was identified at 7 locations. The following is a description of the damage from north to south: SITE 1A WATERFRONT PROMENADE AT OLD FERRY TERMINAL (GPS 40.506872, -74.262025) The storm surge caused the following damage: • Damaged beyond repair 11 aluminum light poles, 20 ft high. • Undermined 6in thick concrete sidewalk extending 50 ft by 5 ft ft causing it to settle (50 ft x 5ft =250SF). • A section of brick paved path extending 10ft by 10ft was undermined and ripped up (10ft x 10ft = 100SF). • A one inch thick brick paver sand bedding course was eroded (10ft x 10ft = 100SF). • The subgrade soils were eroded to a depth of 1 ft (10ft x 10ft x 2ft/27 = 8CY). • The soil behind a section of retaining wall was washed out extending 10ft long by 3ft wide x 3ft deep (10ft x 3ft x 3ft/27=3CY washed out. • A 175ft long section of 42in high steel railing was pushed over and damaged, but can be repaired. • 6 wooden benches were damaged. SITE 1B MARINA PROMENADE (GPS 40.506204, -74.262308) The storm surge flooded the promenade and parking lot inland from the marina, damaging light poles, an electrical box, undermining the walkway, and scouring out a section of slope on the west side of the marina parking lot. The following was damaged: • Damaged, 7 aluminum light poles, 20 ft high, but can be repaired • Damaged, beyond repair 15 light poles, 20ft high. • Damaged electrical panel box beyond repair 60in by 48in x 24in. • Undermined 6in thick anti-scour concrete

pad adjacent to sheet pile wall 750ft long by 3ft wide (750ft x 3ft = 2,250SF) • Undermined brick pavers along a length of 750ft causing differential settlement, some pavers washed out. Pavers will need to be reset (750ft x 8ft = 6,000SF). 80 percent of the pavers can be reused, 20 percent will need to be replaced. • The ascending slope on the west side of the parking lot was eroded in two areas, both are triangular in cross-section; one extending 125ft long, 6ft high, and 8 ft deep (125ft x 6ft x 8ft/2/27=138CY) and a second extending a length of 255ft by 12ft by 14ft (255 ft x 12 ft x 14ft x 1.25/27/2=991CY ). Above the slope is Water Street. • The cast in place concrete railing cap on the left and right sides of the stairs ascending the west slope were broken off by the wave action and floating debris. The railing cap is 6in high, 12in wide by 20ft long at 2 locations. • Along the west side of the marina is a steel sheet pile wall. The steel cap on the top of the was ripped off along a length of 350LF. The 0.5in thick steel cap has a U-shaped profile and is 15.5in wide by 4in deep. • A 470ft long section of 42in high steel hand rail on mounted to the top of the U-shaped channel was damaged, beyond repair. A 300ft long section of 42in high steel railing was damaged, but can be repaired. • Five heavy duty locking dock gates were damaged beyond repair. • Three heavy duty locking dock gates were damaged but can be repaired. • Eighteen wooden benches were damaged, 13 beyond repair, 5 are repairable. SITE 1C MARINA PIERS (GPS 40.503771, -74.262338) The marina includes three fishing piers identified as the north wave screen wall, south wave screen wall, and south pier. The fishing piers consist of wooden decks mounted on stringers supported by the wave walls. The piers include an electrical lighting system and water service that extends to fish cleaning stations at the ends of the piers. The following elements of the marina piers were damaged: • Light poles, 20 ft high, decorative on the north wave screen pier were damaged at 11 locations but can be repaired. • Light poles, 20 ft high, decorative - on the south pier and south wave screen pier were damaged beyond repair at 18 locations. • The south pier decking was dislodged and washed away, the pier is 15ft wide by 152ft long. The decking consists of 3in x 10in pressure treated wood. The decking was supported on 3in x 10in stringers. The south pier included a 42in high steel railing on both sides, 339LF. • The south wave screen wall pier decking was dislodged and washed away, the pier is 340ft long by 8ft wide. The decking consists of 3in x10in pressure treated wood. The decking was supported by 3in by 10in stringers. The south pier included a 42in high steel railing on both sides, 590LF. • The north pier and wave walls are still intact, but the boards have been loosened by wave action. • The 1.5in diameter electrical conduit and wiring for the electrical service was washed away with the piers. • The 1in water service was lost with the piers. SITE 1D MARINA DOCKS (GPS 40.504930, -74.262464) The marina contains 9 floating docks. The docks consist of polystyrene floats encased in concrete with a concrete deck. The docks included gangways, 120V electrical service, and water service including hosing and bibs. The docks are separated by a wave wall that extends through the center of the marina. The docks on the north side of the wave wall are identified as Docks 1 through 5, ascending from north to south. The docks on the south side of the wave wall are identified as Docks A through D, ascending from north to south. The storm surge caused the docks to float off their piles. Five of the docks floated into the marina parking lot and were damaged beyond repair or carried away. Four of the docks came off their piles, but settled back in the marina and though damaged, can be repaired. The following is a description of the damage: • Dock 1 is a single sided dock containing, 12 slips, 8ft by 148ft pier with seven 22ft by 5ft finger piers ((8ft x 148ft) + (22ft x 5ft x 7 locations) = 1954SF) 10% damaged = 195SF. • Dock 2 is a double sided dock containing 20 slips, 8ft by 150ft pier with ten 22ft by 5ft and two 8ft by 22ft finger piers ((8ft x 148ft) + (22ft x 5ft x 10 locations) + (8ft x 22ft x 2 locations)) = 2,652SF) 20% damaged = 531SF. • Dock 3 is a double sided concrete floating dock, 20 slips, 8ft by 150ft pier with ten 22ft by 5ft and two 8ft by 22ft finger piers ((8ft x 148ft) + (22ft x 5ft x 10 locations) + (8ft x 22ft x 2 locations) = 2,652SF) 50% destroyed = 1,326SF. • Dock 4 is a double sided concrete floating dock, 20 slips, 8ft by 150ft pier with ten 22ft by 5ft and two 8ft by 22ft finger piers ((8ft x 148ft) + (22ft x 5ft x 10 locations) + (8ft x 22ft x 2 locations) = 2,652SF) destroyed and carried away = 2,652SF. • Dock 5 is a single sided concrete floating dock, 5 slips, 8ft by 140ft pier with three 22ft by 5ft finger piers ((8ft x 140ft) + (22ft x 5ft x 3 locations) = 1,450SF) 30% destroyed = 435SF. • Dock A is a single sided concrete floating dock, 6 slips, 8ft by 111ft pier with four 5ft by 42ft finger piers ((8ft x 111ft) + 5ft x 42ft x 4 locations = 1,560SF) destroyed and carried away = 1,560SF. • Dock B is a double sided concrete floating dock, 16 slips, 8ft by 148ft piers with ten 5ft x 30ft finger piers ((8ft x 148ft) + (5ft x 30ft x 10 locations) = 2,684SF) destroyed and carried away = 2,684SF. • Dock C is a double sided concrete floating dock, 20 slips, 8ft by 151ft pier with ten 5ft x 25ft and two 5ft by 20ft finger piers ((8ft x 151ft) + (5ft x 25ft x 10 locations) + (5ft x 20ft x 2 locations) = 2,658SF) destroyed and carried away = 2,658SF. • Dock D is a single sided concrete floating dock, 14 slips, 8ft x 170ft pier with eight 5ft x 20ft finger piers ((8ft x 170ft) + (5ft x 20ft x 8 locations) = 2,160SF) destroyed and carried away = 2,160SF. • Damage occurred six of the dock pile guides at the fishing dock. • Nine aluminum gangway ramps accessing the boat and fishing dock were damaged, the docks are 3ft wide by 20ft long with one end fixed to the shore and the other rolling along the dock surface. The gangways included railings on both sides. • The electrical conduit and wiring providing 120V service to the docks was lost or damaged ((1 x 140ft) + (1 x 111ft) + (2 x 140ft) + (3 x 150ft) + (1 x 151ft) + (1 x 170ft) = 1,318ft • 10 fire extinguisher housing units mounted on the docks were damaged. • Electrical power pedestals mounted on the docks were damaged at 92 locations. • Water service to the docks was damaged beyond repair, 1,318ft along with hoses and bibs. • A dock mounted sewer pump out station was damaged beyond repair. SITE 2 WATERFRONT PROMENADE (GPS 40.502558, -74.264528) This site consists of a concrete paver path along the west side of the marina parking lot. • Light pole, 20 ft high, decorative - 1 damaged but can be repaired. • A 10ft wide by 185ft long section of brick pavers were scoured out (10ft x 185ft = 1,850SF). • Washed out bedding course comprised of 1 inch of clean sand and subgrade soils to a depth of one foot (10ft x 185ft x 1ft/27 = 69CY). SITE 3A WATERFRONT PROMENADE (GPS 40.502355, -74.264709) This site consists of a portion of walkway south of the marina parking lot. • Light poles, 20 ft high, decorative - 16 damaged beyond repair. • Damaged electrical panel box beyond repair 60in high by 48in wide by 24in deep. • A 10ft wide by 65ft long section of brick pavers were scoured out (10ft x 65ft = 650SF). • Two park benches were damaged, but can be repaired. SITE 3B WATERFRONT PROMENADE (GPS 40.501646, -74.265197) This area consists of a lawn area with a concrete paver pathway located above a vinyl bulkhead adjacent to Arthur Kill and immediately below a 30ft high slope that ascends to Water Street. • Damaged 24, 42in high, lighted bollards along the brick paver path, beyond repair. • A 200 LF section of vinyl sheet pile bulkhead with a timber cap is rotated. • A 500ft long section of 6 in thick by 5ft wide concrete scour pad above the sheet pile bulkhead was undermined, causing it to settle differentially and break apart (500ft x 5ft = 3,000SF). • A 10ft wide by 590ft long section of brick pavers was scoured out (10ft x 590ft = 590SF), including the subgrade soils to a depth of 1ft. • The 42in high, painted steel railing along the top of the bulkhead was knocked over - 680 ft long. • The 6in high by 6in wide concrete curb abutting the paver pathway was undermined along a length of 50ft. • The slope above the path was eroded by wave action. Above the slope is Water Street. The erosion scoured out a wedge shaped void, 15ft high by 30ft wide by 250ft long (15ft x 30ft x 0.5 x 250ft/27 = 2,083) including 6in thick topsoil layer (30ft x 250ft x 0.5ft/27 = 139CY) 139CY. SITE 4A -WATERFRONT PROMENADE (GPS 40.499381, -74.267239) This site consists of a lawn area with a concrete paver path located above a vinyl bulkhead along Arthur Kill. • A 10ft wide by 150ft long section of brick pavers was scoured out (10ft x 150ft = 1,500SF) including base soils to a depth of 1ft. • Repair 380 ft long by 42in high painted steel railing along the top of the bulkhead was knocked over. SITE 4B BULKHEAD AND SCOUR PAD (GPS 40.49941, -74.267222) This area consists of a lawn area with a concrete paver path located above the vinyl bulkhead. • Scoured out soils to a depth of 1ft and undermined 6in thick concrete scour pad inland of the bulkhead causing it to settle differentially and break apart, 5 ft wide by 175ft long (175ft x 5ft = 875SF). • Repair four park benches. SITE 4C WATERFRONT PROMENADE (GPS 40.400354, -74.268030) Lawn area containing concrete paver path and concrete scour pad above vinyl bulkhead above Arthur Kill. The following was damaged: • Damaged 1 light pole, 20 ft high, decorative, beyond repair. • Damaged 6in thick concrete scour pad inland of the bulkhead 95ft long by 5ft wide (95ft x 5ft = 475SF). • Floating debris punched holes in 85LF of vinyl bulkhead. Provide for 30CY of lean mix concrete for backfill of localized areas that were washed out behind bulkhead. • Damaged timber bulkhead cap on vinyl, 2in by 6in timber, three sided, 85ft x 3 = 255LF. • Scoured out and ripped up a 10ft wide by 32ft long section of concrete pavers

was scoured out (10ft x 32ft = 320SF). • Damaged 490ft long by 42in high painted steel railing along the top of the vinyl bulkhead was knocked over, can be repaired. SITE 5 – WALKWAY ABOVE SADOWSKI BEACH WATERFRONT PROMENADE (GPS 40.499352, -74.269441) This area consists of a brick paver path located behind the bulkhead along the back of Sadowski beach. • The 6in high by 12in wide concrete cap on the retaining wall along Sadowski beach was broken off by wave action in several locations with a combined length of 192LF. • The 8ft wide walkway above the wall was undermined in several locations, with a combined length of 555ft. The erosion is 1 ft deep by 8ft wide x 555ft long/27 = 264CY. • The concrete paver path was undermined and washed out, a distance of 555ft by 8ft wide (555ft x 8ft = 4440). • A manhole structure in the walkway was washed out and settled. The structure will need to dug out and replaced. SITE 6 – HIGH STREET FISHING PIER (GPS 40.499056, -74.268189) The High Street Fishing Pier is a wooden structure built above a rock jetty. The pier contains a timber deck with handrails on both sides. • The railing along the east side of the bulkhead was pushed over and damaged along a length of 200ft. Applicant indicates it can be repaired. • The railing is bolted to the decking, damaging 30 3in x 10in pressure treated wood decking boards, 16ft long. SITE 7 – GAZEBO (GPS 40.499442, -74.268550) A gazebo was located on the brick paver path. The gazebo consists of a 12ft diameter wood frame structure. The gazebo was washed away by wave action and destroyed. SITE 8 – WALL OF HONOR MONUMENT (GPS 40.49974, -74.270444) Five flag poles were knocked over by the storm surge.

SCOPE OF WORK:

PA-02-NJ-4086-PW-02546(0):

WORK TO BE COMPLETED The applicant will use a combination of Force Account Labor and Equipment and Contract Services to complete the repairs outlined below. In order to comply with current codes and standards, the concrete paver path subgrade will include a concrete pad. The repairs will require the following: Mobilize and demobilize: one dozer, loader excavator, truck mounted crane, barge, small compaction equipment, hydraulic hammer, and air compressor. Provide dumspter to remove demolition debris on weekly basis. SITE 1A WATERFRONT PROMENADE AT OLD FERRY TERMINAL (GPS 40.506872, -74.262025) • Replace 11 aluminum light poles, 20 ft high. • Repair 6in thick concrete sidewalk 50 ft by 5 ft (50 ft x 5ft =250SF). • Repair brick paved path extending 10ft by 10ft that was undermined and ripped up (10ft x 10ft = 100SF) as follows: o Replace subgrade soils that were eroded to a depth of 2 ft (100SF x 2ft/27 = 8CY). o Fine grade for irregular areas, 100SF/9 = 12SY o Place concrete pad brick pavers, 4in thick; 100SF. o Place brick paving, bedding course, washed sand bed, 1 inch thick; 100SF o Reset brick pavers, estimated 80% of bricks can be collected and reused, therefore only include labor cost, no material cost. 100SF x 0.80 = 80SF, o Replace brick pavers, estimated 20% of bricks were lost and will need to be replaced, include both labor and material cost. 100SF x 0.20 = 20SF • The soil behind a section of retaining wall was washed out extending 10ft long by 3ft wide x 2.5ft deep (10ft x 3ft x 3ft/27=3CY) replace with 3CY unclassified fill. • Repair 175ft long section of 42in high steel railing that was pushed over. • Repair 6 wooden benches. SITE 1B MARINA PROMENADE (GPS 40.506204, -74.262308) • Repair 7 aluminum light poles, 20 ft high. • Replace 15 light poles, 20ft high, damaged beyond repair. • Replace electrical panel box 60in high by 48in wide x 24in deep. • Replace 6in thick anti-scour concrete pad adjacent to sheet pile wall 750ft long by 3ft wide (750ft x 3ft = 2,250SF). Remove and reset brick pavers in an area 750ft long by 8ft wide. 80 percent of the pavers can be reused, 20 percent will need to be replaced, as follows: o Fine grade small irregular area, 750ft x 8ft = 6,000/9 = 667 SY o Place concrete pad for brick pavers, 4in thick, 750ft long by 8 ft wide (750ft x 8ft = 6,000SF) o Place brick paving, bedding course, washed sand bed, 1 inch thick; 750ft x 8ft wide = 6,000SF o Reset brick pavers, estimated 80% of bricks can be collected and reused, therefore only include labor cost, no material cost. 750ft long x 8ft wide x 0.80 = 4,800SF. o Replace brick pavers, assume 20% of bricks were lost and will need to be replaced, include both labor and material cost. 750ft long x 8ft wide x 0.20 = 1,200SF • Fill the ascending slope on the west side of the parking lot in two areas, 125ft long, 6ft high, and 8 ft deep (125ft x 6ft x 8ft/2/27=138CY x 1.25 shrinkage = 173CY) with 173CY unclassified fill and 255ft by 12ft by 14ft (255 ft x 12 ft x 14ft x 1.25/27/2 = 991CY x 1.25 shrinkage = 1,239 CY) with 1,239CY unclassified fill. • Repair concrete stair railing caps 6in high, 12in wide by 20ft long at 2 locations (1ft x 20ft x 2 locations = 40SF), as follows: o Impact drilling for anchors, 40SF at one anchor every 2SF = 20 anchors. o Chemical anchoring, 20 locations. o Forming and casting rail, 0.5ft x 1ft x 40ft/27 = 1CY • Replace steel cap on sheet pile wall, 350ft long, 0.5in thick steel with U-shaped profile 15.5in wide by 4in high. • Replace 470ft long section of 42in high steel hand rail • Repair 300ft long section of 42in high steel railing. • Replace five heavy duty locking dock gates. • Repair three heavy duty locking dock gates. • Replace 13 wooden benches, repair 5 wooden benches. SITE 1C MARINA PIERS (GPS 40.503771, -74.262338) • Repair 11 damaged light poles, 20 ft high, decorative. • Replace 18, 20 ft high, decorative light poles – on the south pier and south wave screen pier that were damaged beyond repair. • Replace the south pier decking that was dislodged and washed away, the pier is 15ft wide by 152ft long. The decking consists of 3in x 10in pressure treated wood. The decking was supported on 3in x 10in stringers. The south pier included a 42in high steel railing on both sides. Replace as follows: o Replace south pier stringers, 3in x 10in treated lumber framing material, 489LF. o Replace south pier decking, 3in x 10in treated lumber , 2,967LF o Replace south pier railing, 339LF • Replace the south wave screen wall pier decking that was dislodged and washed away, the pier is 340ft long by 8ft wide. The decking consists of 3in x10in pressure treated southern yellow pine. The decking was supported by 3in by 10in stringers. The south pier included a 42in high steel railing on both sides. Replace as follows: o Replace south pier wave screen stringers, 3in x 10in treated lumber framing material, 1,360LF. o Replace south pier wave screen decking, 3,536LF. o Replace south pier wave screen railing, 690LF • Repair north pier and wave walls using two person carpenter crew for one week to bolt and nail intact but damaged sections of walkways, piers, wave screens. • Replace the 1.5in diameter electrical conduit and electrical service wiring • Replace 1in diameter water service. SITE 1D MARINA DOCKS (GPS 40.504930, 74.262464) • Repair Dock 1; 8ft by 148ft pier with seven 22ft by 5ft finger piers ((8ft x 148ft) + (22ft x 5ft x 7 locations) = 1954SF) that was 10% destroyed with 195SF new dock. • Repair Dock 2; 8ft by 150ft pier with ten 22ft by 5ft and two 8ft by 22ft finger piers ((8ft x 148ft) + (22ft x 5ft x 10 locations) + (8ft x 22ft x 2 locations)) = 2,652SF) that was 20% destroyed with 531SF of new dock. • Repair Dock 3; 8ft by 150ft pier with ten 22ft by 5ft and two 8ft by 22ft finger piers ((8ft x 148ft) + (22ft x 5ft x 10 locations) + (8ft x 22ft x 2 locations) = 2,652SF) that was 50% destroyed with 1,326SF of new dock. • Replace Dock 4; 8ft by 150ft pier with ten 22ft by 5ft and two 8ft by 22ft finger piers ((8ft x 148ft) + (22ft x 5ft x 10 locations) + (8ft x 22ft x 2 locations) = 2,652SF) that was 100% destroyed and carried away with 2,652SF new dock. • Repair Dock 5; 8ft by 140ft pier with three 22ft by 5ft finger piers ((8ft x 140ft) + (22ft x 5ft x 3 locations) = 1,450SF) that was 30% destroyed with 435SF new dock. • Replace Dock A; 8ft by 111ft pier with four 5ft by 42ft finger piers ((8ft x 111ft) + 5ft x 42ft x 4 locations = 1,560SF) that was 100% destroyed and carried away with 1,560SF. • Replace Dock B; 8ft by 148ft piers with ten 5ft x 30ft finger piers ((8ft x 148ft) + (5ft x 30ft x 10 locations) = 2,684SF) that was 100% destroyed and carried away with 2,684SF new dock. • Replace Dock C; 8ft by 151ft pier with ten 5ft x 25ft and two 5ft by 20ft finger piers ((8ft x 151ft) + (5ft x 25ft x 10 locations) + (5ft x 20ft x 2 locations) = 2,658SF) that was 100% destroyed and carried away with 2,658SF new dock. • Replace Dock D; 8ft x 170ft pier with eight 5ft x 20ft finger piers ((8ft x 170ft) + (5ft x 20ft x 8 locations) = 2,160SF) that was 100% destroyed and carried away with 2,160SF new dock. • Replace six damaged pile guides at the fishing dock. • Replace nine 3ft wide by 22ft long aluminum gangway ramps with railings on both sides, fixed to the shore and with rollers on docks. • Replace electrical conduit and wiring providing 120V service to the docks ((1 x 140ft) + (1 x 111ft) + (2 x 140ft) + (3 x 150ft) + (1 x 151ft) + (1 x 170ft) = 1,318ft), provide 2,600 LF conduit and wiring. • Replace 10 fire extinguisher housing units mounted

on the docks. • Replace 92 electrical power pedestals. • Replace water service to the 1,318ft, provide 2,100ft 1in PVC pipe with hoses and bibs. • Replace sewer pump out station. SITE 2 WATERFRONT PROMENADE (GPS 40.502558, -74.264528) • Repair 1 light pole, 20 ft high, decorative. • Remove and reset brick pavers in an area 10ft wide by 185ft long section of brick pavers were scoured out (10ft x 185ft = 1,850SF) as follows: o Backfill 1ft deep undermined area below pavers (1 ft deep x 10ft wide x 185ft long = 69CY x 1.25 shrinkage = 87 CY) with 87CY unclassified fill. o Fine grade for irregular areas, 10 ft x 185ft/9 = 206 SY. o Place concrete pad for brick pavers, 4in thick, 1,850SF. o Place brick paving bedding course, washed sand bed, 1 inch thick; 10 ft wide x 185 ft long = 1,850SF. o Reset brick pavers, estimate 50% of bricks can be collected and reused, therefore only include labor cost, no material cost for 1,850SF x 0.50 = 925SF. o Replace brick pavers, estimate 50% of bricks were lost and will need to be replaced, therefore include both labor and material cost for 1,850SF x 0.50 = 925SF. SITE 3A WATERFRONT PROMENADE (GPS 40.502355, -74.264709) • Replace 16 light poles, 20 ft high, decorative • Replace damaged electrical panel box 60in high by 48in wide by 24in deep. • A 10ft wide by 65ft long section of brick pavers were scoured out (10ft x 65ft = 650SF). o Fine grade irregular area, 650SF/9 = 72 SY o Place concrete pad for brick pavers, sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3000 psi, 4" thick, excludes base, 650SF o Place brick paving, bedding course, washed sand bed, 1 inch thick; 650SF o Reset brick pavers, 100% lost; 650SF • Repair two park benches. SITE 3B WATERFRONT PROMENADE (GPS 40.501646, -74.265197) • Replace 24, 42in high light bollards along the brick paver path. • Repair a 200 LF section of vinyl sheet pile bulkhead with a timber cap that has rotated. • Repair a 500ft long section of 6 in thick by 5ft wide concrete scour pad above the sheet pile bulkhead that was undermined, causing it to settle differentially and break apart (500ft x 5ft = 3,000SF). • A 10ft wide by 590ft long section of brick pavers was scoured out (10ft x 590ft = 5,900SF) including base soils to a depth of 1ft. Repair as follows: o Backfill undermined area below paver walkway with 273CY unclassified fill (1 ft deep x 10ft wide x 590ft long = 219CY x 1.25 shrinkage = 273 CY). o Backfill undermined area at path intersection with 65CY unclassified fill (117ft x 8ft x 1.5ft x 1.25 shrinkage/27 = 65CY). o Fine grade small irregular areas, 10 ft wide x 590 ft long = 5,900SF/9 = 656 SY. o Place concrete pad for brick pavers, sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3000 psi, 4" thick, excludes base, 3,000SF, o Place brick paving, bedding course, washed sand bed, 1 inch thick; 5,900 SF o Reset brick pavers, 10% of bricks can be collected and reused, therefore only include labor cost, no material cost; 5,900SF x 10% = 590SF. o Replace brick pavers, estimate 90% of bricks were lost and will need to be replaced, include both labor and material cost. 5,900SF x 90% = 5,310 SF • Replace 680LF 42in high, painted steel railing along the top of the bulkhead. • Replace 6in high by 6in wide concrete curb abutting the paver pathway that undermined along a length of 50ft. • Backfill the slope erosion between the path and Water Street. The erosion scoured out a wedge shaped void, 15ft high by 30ft wide by 250ft long (15ft x 30ft x 0.5 x 250ft/27 x 1.25 shrinkage = 2,604CY) including 6in thick topsoil layer (30ft x 250ft x 0.5ft/27 = 139CY). Repair as follows: o Place 2,604 CY unclassified fill to rebuild slope, o Place 139 CY loam borrow, topsoil. o Mechanically seed slope; 30ft x 250ft / 9 = 833 SY o Erosion control, jute mesh, 100 SY per roll, 4' wide, stapled. 334 SY SITE 4A - WATERFRONT PROMENADE (GPS 40.499381, -74.267239) • A 10ft wide by 150ft long section of brick pavers was scoured out (10ft x 150ft = 1,500SF) including base soils to a depth of 1ft. Repair as follows: o Backfill undermined area below paver walkway with 70CY unclassified fill (1 ft deep x 10ft wide x 150ft long = 56CY x 1.25 shrinkage = 70CY). o Fine grade small irregular areas, 1,500SF/167 = 656 SY, o Place concrete pad for brick pavers, sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3000 psi, 4" thick, excludes base, 1,500SF o Place brick paving, bedding course, washed sand bed, 1 inch thick; 1,500SF o Reset brick pavers, 50% of bricks can be collected and reused, therefore only include labor cost, no material cost; 1,500SF x 50% = 750SF. o Replace brick pavers, estimate 50% of bricks were lost and will need to be replaced, include both labor and material cost. 1,500SF x 50% = 750SF. • Repair 380 ft long by 42in high painted steel railing along the top of the bulkhead was knocked over. SITE 4B BULKHEAD AND SCOUR PAD (GPS 40.49941, -74.267222) • Repair 6in thick concrete scour pad inland of the bulkhead that was undermined to a depth of 1ft and settled differentially, 5 ft wide by 175ft long (175ft x 5ft = 875SF). Repair as follows: o Backfill the undermined area below the scour pad with 43CY unclassified fill (1 ft deep x 5ft wide x175ft long = 33CY x 1.25 shrinkage = 43CY). o Recast new scour pad, 875SF. • Repair four park benches. 4C WATERFRONT PROMENADE (GPS 40.499354, -74.268030) • Replace 1 light pole, 20 ft high, decorative. • Recast 6in thick concrete scour pad inland of the bulkhead 95ft long by 5ft wide (95ft x 5ft = 475SF). • Repair 85LF of vinyl bulkhead. Provide for 30CY of lean mix concrete for backfill of localized areas that were undermined. • Repair timber bulkhead cap, 6in by 6in timber, three sided, 85ft x 3 = 255LF. • A 10ft wide by 32ft long section of brick pavers was scoured out (10ft x 32ft = 320SF). To be repaired as follows: o Fine grade small irregular areas, 320SF/9 = 36SY. o Place 4in thick concrete pad for brick pavers, 320SF, o Place brick paving, bedding course, washed sand bed, 1 inch thick; 320SF o Reset brick pavers, estimate 20% of bricks can be collected and reused, therefore only include labor cost, no material cost; 320SF x 10% = 64SF. o Replace brick pavers, estimate 80% of bricks were lost and will need to be replaced, include both labor and material cost. 320SF x 80% = 256SF • Repair 490ft long by 42in high painted steel railing along the top of the bulkhead was knocked over, can be repaired. SITE 5 - WALKWAY ABOVE SADOWSKI BEACH WATERFRONT PROMENADE (GPS 40.499352, -74.269441) • The 6in high by 12in wide concrete cap on the retaining wall along Sadowski beach was broken off by wave action in several locations with a combined length of 192LF. • The 8ft wide walkway above the wall was undermined in several locations, with a combined length of 555ft. The erosion is 1 ft deep by 8ft wide x 555ft long/27 = 264CY. • The concrete paver path was undermined and washed out, a distance of 555ft by 8ft wide (555ft x 8ft = 4440). • A manhole structure in the walkway was washed out and settled. The structure will need to dug out and replaced. SITE 6 - HIGH STREET FISHING PIER (GPS 40.499056, -74.268189) • Repair 200ft of railing along the east side of the pier. • Replace 30, 3in x 10in pressure treated wood decking boards, 16ft long. SITE 7 - GAZEBO (GPS 40.499442, -74.268550) Replace 12ft diameter gazebo - manufactured structure. SITE 8 -WALL OF HONOR MONUMENT (GPS 40.49974, -74.270444) Replace five flag poles. NOTES: COST ESTIMATE: The cost to repair the walkway, marina, bulkheads, and other structures was prepared by a FEMA cost estimator. When project worksheets are prepared for "large projects" -- budget greater than \$65,700 for FY 2012, an adjustment must be made during the closeout process in order to match the actual eligible dollars spent with the estimate in the original project worksheet. This will require an amendment to the project worksheet to be prepared to capture the over-run/under-run. DIRECT ADMINISTRATIVE COSTS: Direct Administratives cost cannot be determined at this time, since the work is 0% complete, however claimed DAC must be tracked, charged and accounted for. The costs must be both eligible and reasonable (Ref. Disaster Assistance Policty DAP 9525.9, Section 324 Management Costs and Direct Administrative Costs, Section VII (D). (1). 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 HAZARD MITIGATION: The applicant has requested a Hazard Mitigation Proposal at this site. 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.

Does the Scope of Work cha	ange the pre-				
disaster conditions at the site? Yes		Special Considerations included?			
Hazard Mitigation proposal in	ncluded?	Is there insurance coverage on this facility? Ves No			
		PROJECT	COST		
ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
1	0000	Work Completed	0/LS	\$ 0.00	\$ 0.00
2	9901	Direct Administrative Costs (Subgrantee)	1/LS	\$ 826.83	\$ 826.83
3	0000	Work to be Completed	0/LS	\$ 0.00	\$ 0.00
4	9000	CEF Cost Estimate (See Attached Spreadsheet)	1/LS	\$ 5,758,587.00	\$ 5,758,587.00
				TOTAL COST	\$ 5,759,413.83
PREPARED BY Scott Dinke	lman	TITLE Project Specialist		SIGNATURE	
APPLICANT REP. Larry Cat	tano	TITLE Director of OEM	<u> </u>	SIGNATURE	

#### **Project and Risk Assessment Summary**

#### A. Project Title

City of Perth Amboy – Perth Amboy Marina and Walkways

#### B. Value

**\$5.8M** in Federal FEMA Public Assistance Funding at the time of initial assessment, however, that amount has increased to over **\$8M**.

These figures are based on information from the project worksheet currently on file with FEMA/NJOEM, information gathered at Treasury's August 20, 2013 meeting with the City of Perth Amboy, and conversations with the city administrator. Please note that project worksheets may be updated periodically.

#### C. Category

G – Marina and Walkways

#### D. Project Description

The storm surge and high winds caused damage to the waterfront and marina promenades; the marina piers and docks; the High Street fishing piers and gazebo; parking lots; and concrete and paver paths throughout the park.

- The construction contract (approximately \$6M) and the beach promenade contract (approximately \$2.4M) are expected to be awarded in January 2014.
- Engineering contract for the marina, river walk, and pier storm-damage related work; and engineering contract for slope stabilization is expected to cost approximately \$810,000. (At this point, the contract for the marina, river walk and pier has been initiated.)
- The contract for temporary measure for the scoured bluff next to the Raritan Yacht Club is estimated to be \$100,000 to \$150,000.

#### E. Items Noted during Risk Assessment

- Perth Amboy has procured the services of Hatch Mott MacDonald to assist in the design of the marina and to serve in a project management capacity.
- The audited FY2012 financial statements did not disclose any internal control deficiencies, nor did the A-133 audit indicate any federal funding non-compliance. However, the auditors (Ferraioli, Weilkotz, Cerullo & Cuva, PA) did note that Perth Amboy was not a low-risk auditee. Financial Statements are available at the City's website:

http://ci.perthamboy.nj.us/pdf/finance/PerthAmboyAudit2012.pdf

• While Perth Amboy is not new to receiving federal money due to storms, they have mostly been receiving funds due to debris removal.

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.

	Disaster Relief Appropriations Act.	Response	Comments
		lucahouac	Comments
Α.	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		
	Contract/Program Person/Title		
7.	Brief Description, Purpose and Rationale of Project/Program		
8. 9.	Contract/Program Location Amount Expended to Date		
10.	Amount Provided to other State or Local Entities		
	Completion Status of Contract or Program		
	Expected Contract End Date/Time Period		
	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)		

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.

	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		

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.

_	Recipient Data Elements	Response	Comments
	0. Provide details of any work quality or safety/environmental/historical	·	
	preservation issue(s).		
2	1. Provide details on any other items of note that have occurred in the past		
	quarter		
2	2. Provide details of any actions taken to remediate waste, fraud and abuse		
	noted in past quarters		
C	. Miscellaneous		
2	3. 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

# Cell to be completed by Contractor Protected Cells

Firm Name:																									
Engagement Number:																									
Cost Quote for: Year 1																									
☐ Year 2	Fill in Task																								
☐ Year 3																									
Staffing Category	Hourly Billing Rate (\$)	Hours	Amount (\$)	Total Hours Per Staff Category	Total \$ Per Staff Category																				
Partner/Principal/Director			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Program Manager			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	)	\$0.00		\$0.00		\$0.00		\$0.00	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		\$0.00	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		\$0.00	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		\$0.00	0	\$0.00
Consultant			\$0.00	)	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	)	\$0.00		\$0.00		\$0.00		\$0.00	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		\$0.00	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		\$0.00	0	\$0.00
Other			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Other			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Other			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Other			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
			. \$0.00		\$0.00	) 0	90.00	0	00.02	0	00.02		90.00		2 \$0.00		\$0.00		0.00		00.00	0	00.00	0	\$0.00 (9

Total Direct Cost	
Total Travel Cost	

\$0.00 (Direct Cost)

\$0.00 (Travel Cost)

Grand Total \$0.00