

**AGREEMENT FOR
PROGRAM MANAGEMENT SERVICES
BETWEEN
PASSAIC VALLEY SEWERAGE COMMISSION
AND
AECOM HDR PM SERVICES, A JOINT VENTURE**

PVSC Executive Directive No. 25-15
PVSC Agreement No. 2638
Dated: February 13, 2015

THIS AGREEMENT is made as of February 13, 2015, by and between:

PASSAIC VALLEY SEWERAGE COMMISSION

600 Wilson Avenue
Newark, New Jersey 07105
(hereinafter, "PVSC")

and

AECOM HDR PROGRAM MANAGEMENT SERVICES, A JOINT VENTURE

30 Knightsbridge Road
Suite 520
Piscataway, New Jersey 08854
(hereinafter, "Consultant")

WHEREAS, on December 2, 2014, PVSC issued a Request for Proposals ("RFP") for the provision of Program Management Services, and

WHEREAS, PVSC approved Consultant's proposal (the "Proposal"), dated January 16, 2015, as is set forth in Executive Directive No. 25-15, dated February 13, 2015 (Exhibit A), and

WHEREAS, Consultant is willing and able to provide the required Program Management Services, as is evidenced by the Proposal and Consultant's January 16, 2015, cover letter (Exhibit B).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed between the parties as follows:

I. CONSULTANT'S SERVICES

A. Description of Consultant's Services. Consultant shall provide the services described in PVSC Executive Directive No. 25-15, dated February 13, 2015 (Exhibit A), Consultant's Proposal, dated January 16, 2015 (Exhibit B), and the RFP. In the event of any conflict between Consultant's proposal and the RFP, the RFP shall take precedence and shall bind the parties.

B. Changes in Consultant's Personnel. Consultant shall not make changes in personnel or sub-consultants as contained in its Proposal without the prior written permission of PVSC.

C. Consultant's Work Product. At the conclusion of the work performed hereunder, Consultant shall return to PVSC, without further charge or payment, all data, drawings and other documents, including, but not limited to, all underlying calculations, computations, and studies, which documents shall become the property of PVSC. Consultant may retain copies of all work and documents for its records. Consultant does not assume liability for reuse of data, drawings and other documents by PVSC or others for any purpose other than the purpose intended in this Agreement.

II. TERM OF CONTRACT

The Program Management ("PM") services contract will be an initial two (2) year agreement with the option by PVSC to amendment for additional services as may be determined by PVSC during the term of the Program.

III. METHOD OF PAYMENT

A. Fees. PVSC shall pay Consultant for services performed in connection herewith, in accordance with this Agreement, the provisions contained in the Proposal, and PVSC Executive Directive No. 25-15, dated February 13, 2015, in an amount not to exceed Five Million Seventy-Three Thousand Twenty-Six Dollars (\$5,073,026.00). Fees shall be based on actual time spent on tasks with hourly rates applied (including escalation) as outlined in the proposal. Not-to-exceed values for each task are as follows:

Task 1 – Document Review	\$54,800
Task 2 – Program Development	\$677,720
Task 3 – Implementation	\$3,650,506

Task 4 – Other Direct Costs and Out-of-Pocket Expenses	\$50,000
Task 5 – Information Documentation Management System	\$500,000
Task 6 – Administration of PVSC Funding Requirements	\$40,000
Task 7 – Specialty Consultant Allowance	\$100,000
<i>Total</i>	<i>\$5,073,026</i>

B. Method of Payment. Consultant shall submit monthly invoices for services rendered. PVSC shall make payments within forty (40) days after receipt of each such invoice. Invoices must be received at least twenty-four (24) days prior to the published dates of any PVSC meetings in order for payment to be made within forty (40) days.

C. Disputes. In the event of a disputed or contested billing, PVSC shall withhold only that portion so contested and PVSC shall pay the undisputed portion. No interest shall accrue on any unpaid balance.

IV. INSURANCE

Consultant shall procure and maintain, at Consultant’s own cost, throughout the duration of the project from inception through completion insurance as follows:

- | | | |
|----|--|-------------------------------|
| a. | Statutory Workers’ Compensation Insurance in compliance with the laws of the State of New Jersey | \$500,000/\$500,000/\$500,000 |
| | Employers Liability Coverage in the amount of | \$1,000,000 |
| b. | Comprehensive General Liability and Bodily Injury, including death | \$1,000,000 each occurrence |
| | Combined Single Limit | \$1,000,000 each occurrence |
| c. | Comprehensive Automobile Liability, Bodily Injury, Property Damage | \$1,000,000 each occurrence |
| | Combined Single Limit | \$1,000,000 each occurrence |

- d. Professional Liability \$5,000,000 per claim and annual aggregate

PVSC and its commissioners, officers, directors, employees, and agents shall be named as additional insureds on the Comprehensive General Liability and Comprehensive Automobile Liability policies. Consultant shall provide evidence of same in the form of certified endorsements specifically naming PVSC and its commissioners, officers, directors, employees, and agents as additional insureds. The submission of a Certificate of Insurance will not serve as adequate proof that PVSC and its commissioners, officers, directors, employees, and agents have been named as additional insureds.

Each insurance policy shall contain a provision stating that neither Consultant nor the insurer may cancel, materially change, or refuse renewal without a minimum thirty (30) days' prior written notice to PVSC. In the event of cancellation due to non-payment of premiums, said notice shall be given at least ten (10) days prior to cancellation. All insurance required pursuant to this section shall remain in full force and effect until final contract payment.

Each insurance policy shall provide that neither Consultant nor its insurer shall have any right to subrogation against PVSC. Any and all policies of insurance maintained by Consultant shall be primary and without contribution from any insurance procured, carried, and/or maintained by PVSC.

In the event Consultant is permitted to utilize any sub-consultant, Consultant shall require the sub-consultant's insurance coverage to be at least equal to the requirements set forth above, including, without limitation, the provisions regarding the naming of additional insureds and Consultant's insurance being primary. In the alternative, Consultant may insure the activities of its sub-consultants under its own policies. Consultant is responsible for and will

assume all liabilities for any insurance deficiency or delinquency of a subcontractor or any claim that may result because of the deficiency or delinquency.

V. INDEMNIFICATION

Consultant shall, at all times, indemnify and keep indemnified PVSC, its employees, agents, successors and assigns and hold and save them harmless from and against any and all liability for damages, loss, costs, charges and expenses of whatever kind or nature, including but not limited to, court costs, reasonable attorney's fees and reasonable expert fees, for all claims for which PVSC, its employees, agents, successors, and assigns shall or may at any time sustain or incur by reason of or in consequence of, any negligence or any wrongful act or omission, whether intentional or unintentional, of Consultant, its agents, employees, successors or assigns, arising out of Consultant's performance under this Agreement, and will pay over, reimburse and make good to PVSC, its employees, agents, successor or assigns, all money, including, but not limited to, court costs and reasonable attorney's fees, which PVSC, its employees, agents, successors or assigns shall pay, or cause to be paid or become liable to pay by reason or in consequence of any negligence or any wrongful act or omission, whether intentional or unintentional, of Consultant, its agents, employees, successors or assigns, arising out of Consultant's performance of this Agreement, or in connection with any litigation, investigation or other matters connected therewith.

The failure of Consultant to obtain, maintain, or pay for any insurance coverage as will insure the provisions of this Agreement and/or the failure of Consultant's insurance carrier to provide insurance coverage shall not relieve Consultant of its indemnification obligations.

VI. PENALTIES AND FINES

In the event PVSC is penalized by any governmental authority, including but not limited to the United States Environmental Protection Agency and/or the New Jersey Department of Environmental Protection, due to an act or omission by Consultant, Consultant shall be solely responsible for same, and shall reimburse PVSC for same within ten (10) days of receiving notice on a dollar for dollar basis. Any monies paid by Consultant pursuant to this provision shall not relieve Consultant of liability to PVSC for damages sustained by PVSC by virtue of any other provision of this Agreement.

VII. NEW JERSEY LAW

This Agreement shall be construed under the laws of the State of New Jersey. No suit concerning this Agreement shall be instituted in any jurisdiction other than in the Superior Court of New Jersey, Essex County.

VIII. CHANGES

PVSC may, at any time, by written order, make changes in the services or work to be performed within the general scope of this Agreement. If such changes cause an increase or decrease in Consultant's cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly.

IX. SUSPENSION OR ABANDONMENT

If PVSC suspends or abandons all or any portion of the work to be performed under this Agreement, upon PVSC providing written notice thereof, this Agreement shall be terminated as to the portion of the work suspended or abandoned, and all plans, documents, and completed and partially completed work required by this Agreement shall become and remain the property

of PVSC. In the event that PVSC suspends or abandons the work to be performed under this Agreement, PVSC shall make payment to Consultant for all reasonable and necessary costs that Consultant incurred prior to the notice, but in no event shall PVSC make payment for damages and/or anticipated profits.

X. TERMINATION OF AGREEMENT

A. Termination For Cause. If Consultant, for any cause whatsoever within its control, shall fail or refuse to complete the work or any portion thereof to be performed under this Agreement within the time prescribed herein, or should violate any of the terms, conditions or covenants of this Agreement and fail to remedy such violation within thirty (30) days after receiving written notice thereof from PVSC, PVSC shall have the right to cancel this Agreement.

B. Termination Without Cause. PVSC, in its sole discretion, may terminate this Agreement at any time by giving Consultant thirty (30) days' notice thereof.

C. Return of Property. If PVSC shall terminate this Agreement, all data, documents, and completed and partially completed work in connection with this Agreement shall become and remain the property of PVSC upon payment to Consultant for all work deemed satisfactory to PVSC, including costs and overhead expenses incurred up to the termination date, but in no event shall PVSC make payment for damages and/or anticipated profits.

D. Non-Waiver. If PVSC elects to terminate this Agreement, said termination will be without prejudice to PVSC's right to pursue any other remedies in law or in equity, including PVSC's right to proceed against Consultant for breach of contract.

XI. SUCCESSORS AND ASSIGNS

Consultant shall neither assign its rights nor delegate its duties under this Agreement or any of the payments becoming due hereunder without the prior written consent of PVSC. Notwithstanding the foregoing, all agreements and covenants herein contained shall extend to and be binding upon the successors and assigns of Consultant and PVSC, it being understood however that no contractual relationship shall exist between PVSC and any Consultant subcontractors consented to by PVSC. Any assignment or delegation by Consultant in violation of this section shall be void.

XII. AFFIRMATIVE ACTION

Consultant agrees to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27.1, et seq.). The mandatory language which is more specifically set forth in Exhibit C and applicable regulations promulgated by the Treasurer of the State of New Jersey pursuant thereto are hereby incorporated herein by reference and made part of this Agreement.

XIII. CERTIFICATE OF AUTHORIZATION

If Consultant is a corporation, other than a professional corporation established pursuant to N.J.S.A. 14A:17-1, et seq., and will be offering or practicing professional consulting services in New Jersey as part of this Agreement, it shall, upon execution of this Agreement, provide a Certificate of Authorization in compliance with N.J.S.A. 45:8-56. Further, Consultant shall be responsible for complying with all statutory requirements of N.J.S.A. 45:8-27, et seq. (including N.J.S.A. 45:8-56), as they apply to Consultant, and any of Consultant's subcontractors and/or successors and assigns.

XIV. BUSINESS REGISTRATION CERTIFICATE

Consultant shall comply with the requirements of the Business Registration Law, N.J.S.A. 52:32-44 (P.L. 2004, c. 57). Consultant shall provide a copy of its business registration to PVSC upon execution of this Agreement. Consultant, as a contractor of PVSC, agrees to the following mandatory language:

N.J.S.A. 52:32-44 (P.L. 2004, c. 57) (Business Registration Law) amends and supplements the business registration provisions of N.J.S.A. 52:32-44, which impose certain requirements upon a business competing for, or entering into, a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.), or the Public School Contracts Law (N.J.S.A. 18A:18A-1, et seq.)

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor;

Before final payment on the contract is made by the contracting agency, the contractor must submit to the contracting agency an accurate list and the proof of business registration of all subcontractors or suppliers used in the fulfillment of the contract, or shall attest that no subcontractors or suppliers were used;

For the term of the contract, the contractor and each of its affiliates and subcontractors of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1, et seq.) on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a proof of business registration as required pursuant to the Business Registration Law, N.J.S.A. 52:32-44, or that provides false business registration information, shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration not properly provided or maintained under a contract with a contracting agency.

XV. PUBLIC LAW 2005, C. 51 (FORMERLY EXECUTIVE ORDER NO. 134)

A. Requirements. In order to safeguard the integrity of New Jersey State government procurement by imposing restrictions to insulate the award of State contracts from political

contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Public Law 2005, c. 51, signed into law March 22, 2005 (hereinafter, "Chapter 51"), the Certification and Disclosure Form in Exhibit D, and the Statement of Ownership in Exhibit E have been completed and executed and are attached hereto. The terms and conditions set forth in this Section are material terms.

B. Definitions. For the purpose of this Agreement, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (N.J.S.A. 19:44A-1, et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1, et seq. Contributions in excess of \$300 during a reporting period are deemed "reportable" under these laws as of January 1, 2005, for all contracts awarded in excess of \$17,500.00 after October 15, 2006.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee;

and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

C. Breach of Terms of Chapter 51 Deemed Breach of Contract. It shall be a breach of the terms of this Agreement for the Business Entity to (i) make or solicit a contribution in violation of Chapter 51, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or selected by the business entity itself, would subject that entity to the restrictions of Chapter 51; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of Chapter 51; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of Chapter 51.

D. Continuing Disclosure. The business entity is required, on a continuing basis, to report any contributions it makes during the term of this contract, and any extension(s) thereof, at the time any such contribution is made. A separate disclosure is required for each person or organization defined above as a business entity. Such disclosure shall be submitted to PVSC using the standard certification and disclosure form on the Department of Treasury, Division of Purchase and Property website:

<http://www.state.nj.us/treasury/purchase/execorder134.htm>.

E. Consultant's Obligations. This Agreement is not intended to recite verbatim Consultant's obligations under Chapter 51 (N.J.S.A. 19:44A-20.13 to -20.25). Questions regarding the interpretation or application of Public Law 2005, Chapter 51 may be directed to the New Jersey Department of Treasury, Division of Purchase and Property website:
<http://www.state.nj.us/treasury/purchase/execorder134.htm>.

XVI. CLAUSES REQUIRED BY LAW

All clauses required to be included in this Agreement, pursuant to the provisions of federal or state law or regulation, are hereby incorporated by reference and shall apply to this Agreement as if set forth at length herein.

XVII. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but the several counterparts shall constitute one and the same instrument.

XVIII. INCORPORATION OF RECITALS

The recital paragraphs and Exhibits attached hereto are incorporated herein by reference as if set forth at length herein.

XIX. AMERICANS WITH DISABILITIES ACT

The federal Americans with Disabilities Act of 1990 (Exhibit H) requires bid specifications and contracts to contain language that prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities.

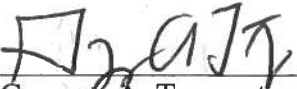
XX. COMPLETE AGREEMENT

This Agreement (consisting of pages 1-13 inclusive), together with Exhibits A through H, represents the entire understanding and agreement between PVSC and Consultant for

services pertaining to the project and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement and the Exhibits attached hereto may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both PVSC and Consultant.

IN WITNESS WHEREOF, PVSC and Consultant, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

Attest: **PASSAIC VALLEY SEWERAGE COMMISSION**




Gregory A. Tramontozzi, Esq.
Acting Clerk

By: 

Michael DeFrancisci
Executive Director

AECOM HDR PM SERVICES, A JOINT VENTURE

Attest: AECOM Technical Services, Inc.




SR NICE PRESIDENT

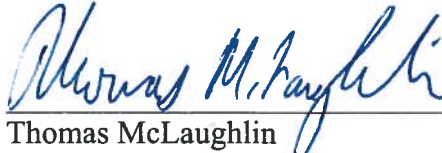
By: 

Paul Storella
Vice President

Attest: HDR Engineering, Inc.



Asst. Secretary

By: 

Thomas McLaughlin
Senior Vice President

EXHIBIT A

PVSC EXECUTIVE DIRECTIVE

NO. 25-15

WHEREAS, on December 2, 2014, PVSC issued a Request for Proposals (RFP) relative to the provision of Program Manager Services to five (5) firms with a response date of January 16, 2015. The firms were prequalified by PVSC based on the firms' responses to a Request for Statement of Qualifications (RFQ) issued by PVSC on August 15, 2014. The five firms pre-qualified under PVSC Executive Directive 239-14 are:

- AECOM / HDR
- ARCADIS U.S. Inc. / Hazen and Sawyer
- CDM Smith / Executrek
- CH2M Hill Engineers / Jacobs / PS&S
- MWH Americas / DCO Energy

WHEREAS, on January 16, 2015, proposals from all five qualified firms were received and opened, and

WHEREAS, an RFP Review Committee conducted an evaluation of each firm's proposal as outlined in the RFP. The Review Committee reviewed and scored (see attached scoring sheet) the firms' proposals in accordance with Executive Order No. 37 (Corzine) using the following criteria:

- Statement of Qualifications (SOQ) (previously submitted) – 30%
- Technical Approach – 30%
- Management Approach – 30%
- Summary of Total Project Cost – 10%

WHEREAS, in a memo dated February 5, 2015, John Rotolo, P.E., Chief Engineer, advised that based on the results of the scoring of the firms' proposals, the review committee recommends the selection of AECOM / HDR to provide Program Manager Services to the Passaic Valley Sewerage Commission.

IT IS, THEREFORE, DIRECTED pursuant to Executive Order No. 55 (Christie) and N.J.S.A. 58:14-1, et seq., that the Passaic Valley Sewerage Commission hereby accepts the proposal of AECOM / HDR relative to the provision of Program Manager Services.

Date: 2/13/15


MICHAEL DeFRANCISCI
EXECUTIVE DIRECTOR

ATTEST:
Date: 2/13/15


GREGORY A. TRAMONTOZZI, ESQ.
ACTING CLERK

EXHIBIT B

Submitted to:
Passaic Valley Sewerage Commission
(PVSC)

January 2015

Submitted by:



Proposal to Provide Program Management Services

RECOVER



RESPOND



RENEW



LEADERSHIP



COMMITMENT



INTEGRATION



TRANSPARENCY




Date: January 16, 2015

Mr. Michael DeFrancisci
Executive Director
Passaic Valley Sewerage Commission
600 Wilson Avenue
Newark, New Jersey 07105

Dear Mr. DeFrancisci:

The undersigned hereby submits the enclosed proposals for the position of PROGRAM MANAGEMENT SERVICES provider.

The undersigned hereby undertakes and promises that the information contained in this RFP is correct and accurate to the best of my personal knowledge.

 _____ Signature	AECOM Technical Services, Inc. _____ Business Name
David A. Blair, P.E. _____ Type or Print Full Name	Vice President, Water 1/16/15 _____ Title Date
732-564-3900 _____ Telephone Number	732-369-0123 _____ Facsimile Telephone Number

JOINT VENTURE PARTNER


 _____ Signature	HDR Engineering, Inc. _____ Business Name
Joseph Frissora, P.E. _____ Type or Print Full Name	Vice President 1/16/15 _____ Title Date
201-335-9363 _____ Telephone Number	201-335-9301 _____ Facsimile Telephone Number

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- Organization Chart
 - Draft PMP Table of Contents
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SECTION 1

Cover Letter





AECOM 732.564.3900 tel
30 Knightsbridge Road 732.369.0123 fax
Suite 520, Building 5
Piscataway, NJ 08854

January 16, 2015

Mr. Michael DeFrancisci
Executive Director
Passaic Valley Sewerage Commission
1600 Wilson Avenue
Newark, NJ 07015

Re: Proposal to Provide Program Management Services

Dear Mr. DeFrancisci:

AECOM+HDR is a Joint Venture Team with the leadership, commitment, and integrity to ensure PVSC's success to restore its treatment plant to a reliable state of operation and in making its treatment plant one of the most resilient facilities in the country and in incorporating the management structure, business systems, and other tools to run an efficient capital delivery program.

Just over two years since Superstorm Sandy flooded your treatment plant, PVSC is seeking to turn that natural disaster into an opportunity to ensure its main facility can maintain continuity of operations through historic storm surges and electricity outages, while also bringing its capital delivery program to the highest and most modern standards. This is a critical program for a facility that provides clean water services to New York Harbor and with a reach that extends throughout the entire Northeast United States.

PVSC will benefit from the best technical and program **leadership** in planning, design, construction, and commissioning who have experience in completing complex construction projects while maintaining plant operations and meeting ongoing regulatory obligations. Our Team's Officer-In-Charge, John Kinneen, is the leader of AECOM's North America Water Business Line Program Management Practice. PVSC will benefit from his reach into best practices from some of the top Program Management projects around the world.

PVSC will also benefit from program management leaders who will develop a framework of program controls and tools and deliver them with formal and on-the-job training. The end result will be a PVSC team that runs a capital project delivery that is cost-effective, timely, and innovative. Our Team's Program Processes are proven to deliver capital projects efficiently from pre-construction through construction to post-construction, including templates and controls for contract administration, risk management, communication and coordination with ongoing capital projects, Environmental, Health and Safety, quality assurance and control, cost controls and reporting, start-up, testing, commissioning, training, and operational transfer.

Through the completion of this Program, PVSC staff will work with our Team to develop the tools and to gain the experience implementing complex projects and programs.

Commitment to PVSC and the success of this Program is vital for our Team. Top talent from both firms has been mobilized to deliver this Program. Our Program Manager, Steve Roberts, will relinquish all other obligations and devote 100% of his time throughout the entire 7+ year life cycle of the Program. Key staff presented in our Team's SOQ has not changed and each person remains committed to making this Program their top priority when their services are required per the well-developed Program Schedule.

In addition to the Key Staff identified, PVSC will benefit from the deep bench of our combined firms representing almost 2,000 staff in the New York Metropolitan area and over 100,000 worldwide. David Blair from AECOM and Joseph Frissora from HDR own responsibility for resource allocation for their respective firms in this area. By their respective signatures below, each personally commits to ensuring that this Program is staffed with the best talent for a timely delivery. The local offices of each firm both have a long standing relationship with PVSC and a vested interest to see this Program through to its successful completion.

Integration of the PVSC leaders and key staff with our Team will form a seamless team leading to informed and efficient decisions to keep the resiliency program on track. Together, PVSC and AECOM+HDR will create an effective program management plan during the 90-day quick start and provide a clear roadmap for meeting all planning, design, construction, post-construction, and funding milestones.

PVSC seeks to conduct its business with the highest level of integrity and **transparency**. Our Team vows to work to PVSC's standards. As required by Section XVIII, our Team acknowledges that should our Team be successful, this proposal will be posted to the Sandy Transparency website established by the State of New Jersey. Our Team believes that the financial information provided in this proposal, as well as the information regarding a commercial relationship one of our firms has with a particular vendor, is confidential and should be redacted. A single copy of the proposal with that information redacted has been included in this submission.

AECOM+HDR is the team that PVSC can rely on to successfully implement the resiliency program and build a legacy for meeting future challenges. We look forward to the opportunity to discuss our proposal with you.

Sincerely,



David A. Blair, P.E.
Vice President, Water
AECOM Technical Services, Inc.

Sincerely,



Joseph Frissora, P.E.
Vice President
HDR Engineering, Inc.

SECTION 2

Executive Summary



We Understand the PVSC's Major Priorities

- ✓ Restore equipment and systems, while ensuring MOPO at all times
- ✓ Make plant operations resilient to future storm surges and power disruptions
- ✓ Develop efficient/effective delivery system for all required services and future PVSC needs
- ✓ Maximize the ROI on every FEMA dollar

Here's how our Team will help you ensure success on all fronts

Programmatic approach underpinned by world-class treatment plant upgrade expertise

The three key infrastructure elements (power plant, floodwall, and pumping stations) will each be the subject of a separate design and construction effort, and each will have its own set of technical issues. The great depth of technical expertise in wastewater treatment that we bring to those issues means that our program management services will be particularly "content-rich." Our own experience as a designer at major plants in cities such as Boston, New York, and Washington, D.C. means that PVSC can be confident of our ability to develop high-quality preliminary designs and to oversee detailed design with demonstrable technical authority.

As the figure below shows, we will constantly infuse such "project-level" elements with program-based management tasks that drive consistent behavior and can be replicated by PVSC on future infrastructure development initiatives. The progress of these tasks will be captured in easy-to-follow graphic presentations on our Meridian Proliance PMIS, a centralized platform that provides PVSC and its selected stakeholders the information necessary for collaboration, oversight, and performance appraisal. This helps achieve the major goal of transparency; the program will be seen by all to be operating efficiently and fairly.



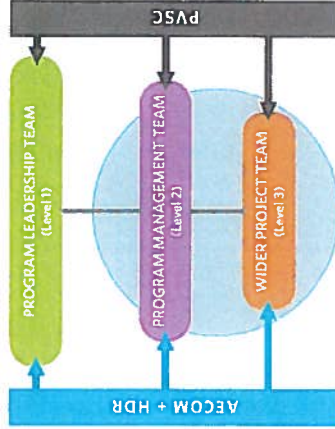
Effective integration is vital for program success

Our Team represents the integration of staff from our two companies into one unified, "badgeless" team. There is no reason why PVSC should be aware of which company any one individual comes from. We are simply "Our Team."

Our Team brings deep technical resources that will allow PVSC staff to maintain their focus on their ongoing, core responsibilities. However, we still propose the **maximum possible integration** of staff from PVSC at all three major levels. The PVSC's chief engineer, for instance, will be a key member of the PM (Level 2) Team. A formal chartering session will be part of the program kick-off, to help ensure buy-in to a common vision, goals and methods. Everyone present forms a new "Our Team."



Integration is also the key need on site. In isolation, the power plant, floodwall, and pumping stations are large but not essentially complicated initiatives. What is truly challenging is the necessary integration of all three elements, at a site that includes a treatment facility whose operations cannot be compromised. To this end, as your PM we will develop a plant-wide logistics plan that includes an operations team leader to minimize interference and efficiently coordinate any needed shutdowns.



World-class leadership that you can trust with your program

Ultimately, nothing is more important than trusting your PM's senior leadership. **John Kinneen** and **Steve Roberts** are the men who will make this program work for PVSC. These are seasoned, proven program managers who have between them been responsible for capital improvement programs worth more than \$8 billion. Each of them has over 35 years' experience.



A Proven Track Record:

- San Francisco Water System Improvement Program
- San Diego Wastewater Capital Improvements Program
- New York's Croton Water Filtration Plant



A Proven Track Record:

- New York's Jamaica WWTP BNR Upgrade
- New York's Tallman Island WWTP
- South West Water (UK) water and wastewater improvements - two consecutive 5-year programs

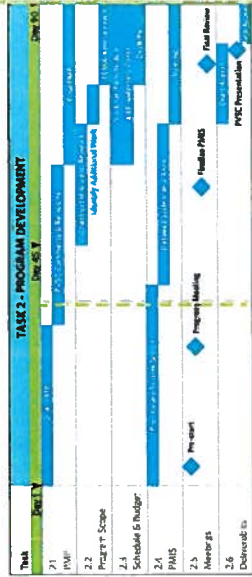
Unreserved commitment

John, Steve and all our named staff members will be available for 100% of the time they are needed, as reflected in their signed commitment letters. Key players like Steve Bioso, Scott Davis, VT Madhavan, and James Dades will be at PVSC to drive the program whenever needed. Dave Blair and Joe Frissora, who you know and trust, put themselves squarely on the line in this regard.

Our Team's Roadmap for Successful Project Delivery

Our roadmap shows how the various tasks and subtasks fit together to form one transparent, integrated program

90 day Fast Start Plan includes breakdown and delivery of key subtasks, interim milestones, and program startup activities to drive PVSC's entire program rapidly forward.



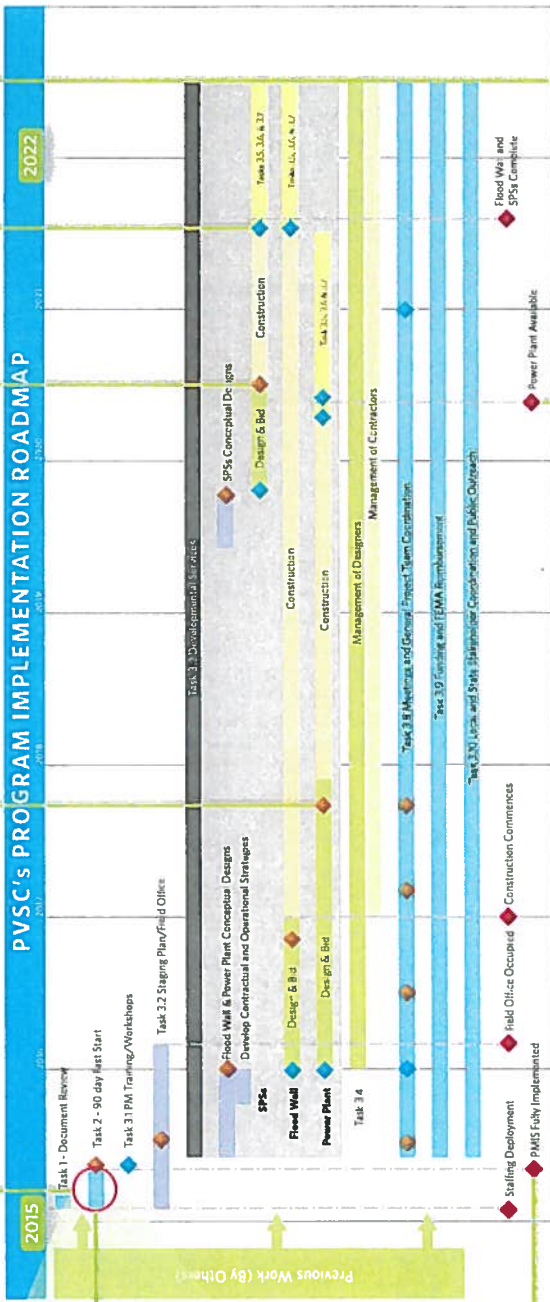
Task 1 Document Review results integrated into 90 day start.

PVSC integrated with the PM team at all levels for informed and efficient delivery decisions, ensuring no delays due to mis-joined communications.

Regular, ongoing MOPO reviews prioritized to ensure continuous plant operation.

Stormwater Pumping Stations and Floodwall construction, commissioning, training and startup coordinated for optimum delivery.

Training is prioritized to ensure that PVSC staff are totally familiar with and able to ensure the continued performance of the new systems and constructed projects.
At Project Close PVSC owns a world-class proven program delivery process and system.



PMIS fully implemented following the 90 day fast start.



Our Team's Program Management Information System (PMIS) will be the single, shared, easy to access source of "program truth" for all data and documents. The system's "dashboard", as shown to the left, is particularly easy to navigate. It summarizes more detailed reports and presentations and also tracks performance indicators and metrics, greatly facilitating informed decision-making.

Power Plant scheduled for an 'early as possible' finish.

This Roadmap was developed specifically by our Team for PVSC. Key milestones, program phases, reviews, and training sessions are all shown over the program's duration. Management and technical tasks are sequenced to deliver the best results. See Section 3 for the full-sized roadmap with legends and additional detail.

SECTION 3

Approach

Program Understanding & Overall Approach

Technical Approach

Management Approach



PROPOSAL CHECKLIST

Evaluation Criteria | Location in Proposal

AECOM+HDR is a Joint Venture Team with the leadership, commitment, and integrity to ensure PVSC's success to restore its treatment plant to a reliable state of operation and in making its treatment plant one of the most resilient facilities in the country and in incorporating the management structure, business systems, and other tools to run an efficient capital delivery program.

Our Team's proposal starts with a Program Understanding and Overall Approach. These areas are represented on the following two pull-out pages:

- Challenges and Issues
- Project Roadmap

PVSC has outlined the Evaluation Criteria that may be used for ranking purposes in Section VI of the Request For Proposal (RFP). In addition, the RFP requests that the proposal specifically address the Scope of Services provided in Section VIII. The table below provides a checklist of the evaluation criteria and the tasks and subtasks addressed in our proposal and provides a summary of where they are addressed.

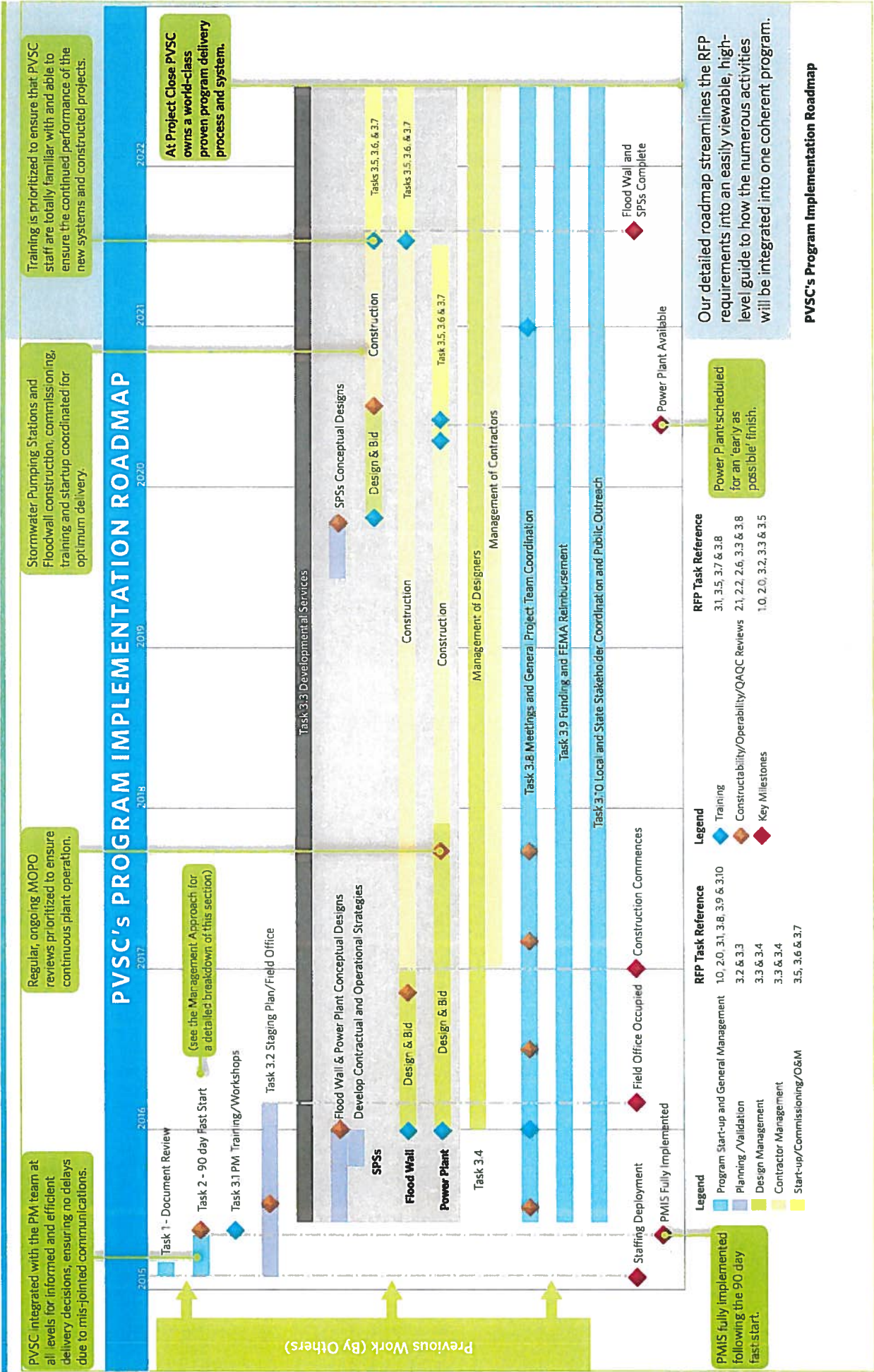
Our Team Provides PVSC with:

- » Leadership
- » Commitment
- » Integration
- » Transparency
- » Resiliency projects completed in a timely and cost-effective manner
- » PVSC staff able to maintain ongoing plant operations

	Description	Tasks Addressed	Location in Proposal
Statement of Qualifications			
✓	Statement of Qualifications	N/A	Previously Submitted
Technical Approach			
✓	Description of the proposed technical approach	Task 1 Subtasks 3.3, 3.4, 3.5, 3.6, 3.7	Section 3 - Technical Approach
✓	Schedule for completion of tasks	All	Section 5 - Schedule
✓	Proposed methodology and strategy	Task 1 Subtasks 3.3, 3.4, 3.5, 3.6, 3.7	Section 3 - Technical Approach
✓	Staffing Analysis (Attachment C)	All	Section 6 - Summary of Total Man Days Estimate
Management Approach			
✓	Description of the proposed management approach - what will be accomplished in first 90 days	Task 2	Section 3 - Management Approach
✓	Organizational structure including integration plan, quality and timeliness, challenges and M/WBE participation	Subtasks 3.1, 3.2, 3.8, 3.9 and 3.10	Section 3 - Management Approach
✓	Commitment to the Program	All	Section 3 - Management Approach
Summary of Total Project Cost			
✓	Summary of Total Man Days Estimate (Attachment C)	All	Section 6 - Summary of Total Man Days Estimate
✓	Summary of Total Project Cost (Attachment D)	All	Section 7 - Summary of Total Project Cost
✓	Rate Sheets	All	Section 8 - Rate Sheets
Required Forms			
✓	Required Forms	N/A	Appendix B - Required Forms

SECTIONS OF THIS PAGE HAVE BEEN
 REDACTED FOR THE PURPOSE OF
 MAINTAINING SECURITY- A COPY OF THE
 FULL AGREEMENT IS AVAILABLE FOR
 REVIEW AT THE OFFICES OF THE PASSAIC
 VALLEY SEWERAGE COMMISSION

<p>1. Managing Site Logistics</p> <ul style="list-style-type: none"> Challenge/Issue Unprecedented volume of construction traffic and work. Security, transportation and coordination of construction employee site access will be critical. Approach/Deliverables Develop a plant-wide logistics plan headed by site management team to coordinate plant construction related activity and space utilization constraints. Result Zero or minimal disruption to plant operations. Zero accident rate as a result of onsite construction traffic. 	<p>2. Health & Safety</p> <ul style="list-style-type: none"> Challenge/Issue Goal of zero employee injuries and no property damage while fostering an environmentally friendly and sustainable workplace. Approach/Deliverables Develop a framework for a safe and healthy workplace. Result Minimal to zero lost time incidences. Positive program publicity. 	<p>3. Maintenance of Plant Operations (MOP)</p> <ul style="list-style-type: none"> Challenge/Issue Intense construction activities could affect day-to-day plant operations and maintenance. Approach/Deliverables Appoint an operations logistics team leader to oversee and to coordinate construction activities with plant maintenance and operations staff. Team leader will work closely with PVSC from design through startup to minimize interference to efficiently coordinate shutdowns. Result No unplanned plant shutdowns or disruptions. Trouble-free integration of new plant and equipment. 	<p>4. Robust Levee/Floodwall</p> <ul style="list-style-type: none"> Challenge/Issue The floodwall must mitigate the type of floods that occurred as a result of Superstorm Sandy and protect both parts of the separated plant site, with openings that accommodate operations and that can be closed quickly. Approach/Deliverables Agree on optimal alignment, establish design criteria that satisfy State and Federal requirements. Determine appropriate balance between maximizing areas protected and minimizing height and length. Stay in close contact with USACE. Design charrettes for creative solutions. Ensure early and meaningful dialogue with plant personnel, outside Agencies, and other key stakeholders. Result Robust, properly designed and constructed floodwall that protects the plant and does not impede operations. 	<p>5. Integration of Standby Power Plant</p> <ul style="list-style-type: none"> Challenge/Issue Crucial for future resilience. Will need major work at Substation #1, 13.8kV switchgear A. Key objective will be reliability, economics and resiliency. Develop schedule that reflects impacts on operations and includes safety considerations. Approach/Deliverables Build in a location and height that prevents any future flooding issues, improve MOP, seek rapid permit approvals, early development of design criteria, and engage stakeholders early in the process. Result Avoid future flooding level, allow for access during such events. Ensure an as early as possible finish for construction. 	<p>6. Reliable Stormwater Pumping Stations</p> <ul style="list-style-type: none"> Challenge/Issue Reliable operations vital to achieve overall flood control. Approach/Deliverables Provide technical knowledge and experience so pumping stations are economical, reliable and operationally sound. Design pumping stations as a critical component of the floodwall system. Coordination between wall and pumping stations. Result Integrated, robust floodwall/storm pumping system to maximize plant protection. 	<p>7. Maximize FEMA Funding & Reimbursement</p> <ul style="list-style-type: none"> Challenge/Issue Eliminating FEMA (and State) delays, expediting payments. Maximize the ROI on every FEMA dollar. Approach/Deliverables Maintain meticulous records documenting the 'who', 'what', 'when', 'where', 'why' and 'how much' for every single item of work. Leverage our strong FEMA relationships and experience to implement robust design and CM quality practices. Create and maintain Financial/FEMA reimbursement plan. Reporting as required, including NJET. Find other funding sources including energy funding. Result Maximize FEMA funding, no de-obligation. 	<p>8. Other Capital/Maintenance Projects</p> <ul style="list-style-type: none"> Challenge/Issue Non-Program Team contracts could be uncoordinated and cause disruption and/or delay. Approach/Deliverables Include all other capital and planned maintenance contracts in the PM Team master schedule to identify conflicts. Set-up across contract liaison group. Include all contracts in the logistics plan. Integrate results. Result No disruption, delay, or change order claims for all contracts in place across the plant.
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TECHNICAL APPROACH

In this Section, we provide a **detailed description of the proposed technical approach** and describe our **proposed methodology and strategy** for performance of the required services. Specifically, this Section will address our approach to reviewing existing documents (Task 1) and implementation of the Flood Wall, Stormwater Pump Stations and Power Plant (Subtasks 3.3, 3.4, 3.5, 3.6 and 3.7). Task 2 and the remaining subtasks in Task 3 are covered in the next Section - Management Approach.

Our Program Manager, Steve Roberts, has led a team to develop a detailed schedule for performing the required services. The **Schedule** is provided as a full size pullout in a sleeve attached to this Proposal in Section 5.

Our Team's **Staffing Analysis** is introduced at the conclusion of this Technical Approach. Attachment C - Summary of Total Man Days Estimate, Attachment D - Summary of Total Project Cost and a Rate Sheet are provided as Sections 6, 7 and 8 of this Proposal.

Background

Recent catastrophic events such as Superstorm Sandy have redirected the way water and wastewater facilities approach their core mission of providing clean water for their customers and the surrounding environment. Facilities must be resilient to provide continuous, reliable treatment capabilities. PVSC operates the fifth largest wastewater plant in the country, but the facility has a much broader reach throughout the entire Northeast through its liquid waste and biosolids acceptance programs. Being out of service for an extended period of time will result in a large environmental impact throughout several states. With financial support from FEMA, PVSC is embarking on a journey to restore its facility to a reliable state of operation while also making the facility more resilient against future flooding events. The core work of this Resiliency Program is centered around three large projects:

- **POWER:** a new 30 MW standby power generation facility to ensure that plant processes and pumps function in the event of a grid-wide outage or any disturbance in PSEG supplied power;
- **FLOODWALL:** a new floodwall to protect key/critical existing infrastructure at the facility from coastal flooding;
- **STORMWATER PUMP STATIONS:** new Pumping Stations to evacuate rainfall runoff and storm flows within the flood-wall protected area.



PVSC Plant Proximity to Newark Bay as a Flooding Source is driving the need for this Program.

Our Team desires to serve as a fully functional extension of PVSC's staff that will provide the necessary planning, early engineering design, and management support needed to deliver these specific project components; provide structure, tools, and training to manage future Resiliency Program components; and to manage other programs. Paramount to overall project success will be the creation and retention of Project records for reimbursements as well as being readily prepared for any future FEMA/other related audits that may occur.

Our overall Program Management Team (PMT) Approach is presented, discussed and outlined on our Road Map on page 3 of this section. The Road Map was created to consolidate the RFP requirements into an easily viewable diagram that would serve as a high level guide in managing the numerous activities associated with the overall project.

This section of our proposal presents our Team's technical approach to executing the core scope of services and delivering the key project elements.

Approach, Methodology, and Strategy

Document Review (Task 1)

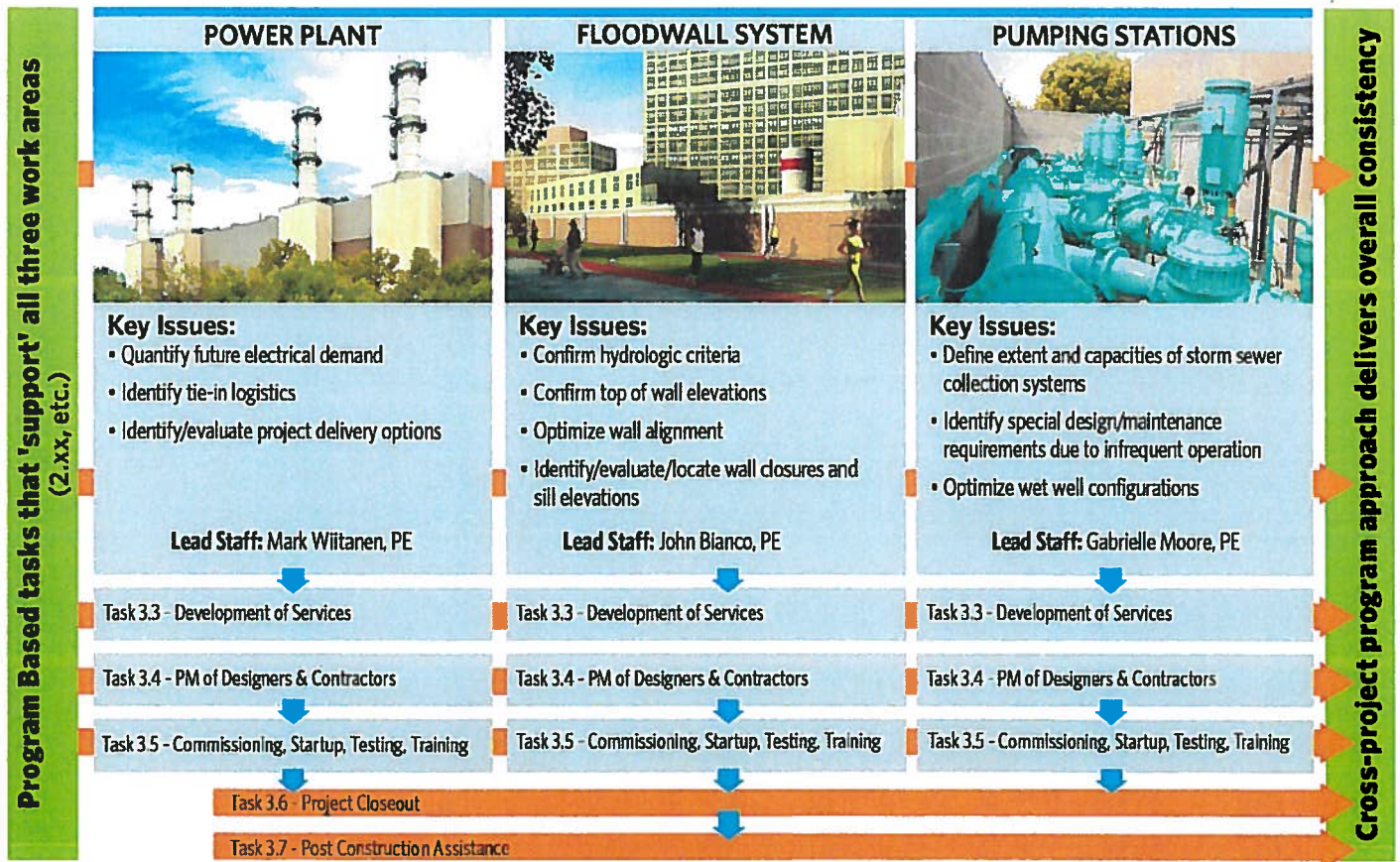
Included within our proposal is a review of the previously completed studies and reports for the 30 MW standby power generating facility, the floodwall and associated pumping stations to remove interior rainfall/runoff volumes. Our review effort will result in a draft summary of findings addressing the completeness of work to provide resiliency in maintaining treatment plant operations during extended power outages, analysis of storm/flood events with storm surge similar to Super Storm Sandy, climate change, and identifying conditions that may have changed since completion of the previous studies. Presentation of our findings will be made to PVSC's Executive Management to include costs and recommendations with a final report provided.

Implementation (Task 3)

This task will benefit from and utilize the protocols, procedures, standards and controls developed as part of Task 2 - Program Development. For Task 3, our overall starting point for the power plant, floodwall and pumping stations will be developed by combining our technical knowledge gained from our Team's previous designs of similar facilities with the document review as performed from Task 1. Each project will be a separate construction contract as noted within the RFP. Accordingly, our Team proposes that the three projects will proceed on independent, parallel tracks, with the Program Management Information System (PMIS) and other program elements providing for proper oversight, outcomes of consistent quality and timeliness, and coordination. The key technical issues to be addressed for each of the three core projects and overall workflow is summarized graphically below and described in more detail in the subsequent paragraphs.

PVSC will benefit from partnering with a highly experienced, local PM Team with the resources to meet every requirement.

Core Element Project Implementation, Delivery and Management



Power Plant Systems Delivery

Starting with a Strong Knowledge Base - PVSC has studied the feasibility of an on-site power generation facility utilizing natural gas as the primary fuel source. PVSC concluded, after an initial study conducted by HDR in 2010, that the economic drivers for this type of facility were not sufficient to move forward with the project at that time. However, after Superstorm Sandy in October 2012 left the treatment plant without power for an extended period of time, reliability became the primary driver for the facility. An updated study was conducted by HDR in 2013 providing a range of options to supply full standby power, partial standby power, and an optional Combined Heat and Power conversion. The standby power system is intended to provide power for the full site while accounting for the peak 15 minute average maximum demand. The CHP conversion option will provide for the full steam load, including the critical Zimpro process boilers.

Due to the detailed investigation performed during the Feasibility Study, our Team has the greatest level of understanding to successfully deliver this key component of the Program. We understand the critical issues that must be addressed through the conceptual design of the power plant. Mark Wiitanen, the primary author of the Feasibility Study, is proposed as the lead for the Power Generation facility under this Program.

American Power Venture's adjacent 655 MW Newark Energy Center is scheduled to be commissioned in 2015, greatly strengthening the reliability of power that is supplied through the grid. Our Team will track this new plant and its impact on the development of PVSC's off-the-grid, stand-alone Power Plant, including air permitting.

Establishing the Design Criteria - Determining the required electrical load and other key design criteria will be the initial step in the power plant conceptual design. This will require coordination with the conceptual design of the stormwater pumping stations associated with the floodwall to ensure adequate standby power is provided. The pumping stations were considered in the sizing of the facility during the feasibility study, but actual size will need to be confirmed. The pumping stations will be critical components to operate when the power facility is needed most. An analysis of future plant electrical load may also be warranted based on the planned increase in peak wet weather flow capacity to 720 MGD.

Form an Experienced, Multi-Disciplined Team

Design of the power plant will require a multi-disciplined team consisting of process, mechanical, electrical, plumbing, site/civil, fire protection, HVAC, structural, and architectural designers. We will coordinate these design staff to prepare a conceptual design of the power plant that optimizes staff access for operations and maintenance. Coordination with PVSC's staff will be essential to ensure plant operations are not impacted during construction of



Design-Build procurement was utilized for Repowering We Energies Port Washington Combined Cycle Plant, where the Team acted as the Owner's Engineer.

the power plant and that any critical tie-ins are identified in the conceptual design package.

Engine Selection and Air Emissions Control

As part of the conceptual design, we will select the preferred combustion turbine engine, based on our previous analysis in the feasibility report. Once the final configuration of the power plant is achieved, we will identify the permits required by the design professional. The primary permitting challenge will be compliance with Federal and State air pollution control requirements in a non-attainment area. The need for emission control devices must be identified and addressed in all phases of design.

Choosing the Best Contracting Strategy

Since the proposed power plant will largely be a stand-alone system on the PVSC site, the contracting and operating strategy that is most beneficial to PVSC must be evaluated. Whereas PVSC plant staff would operate any new wastewater treatment components, the power plant could be owner-operated and maintained, 3rd party operated and maintained, or some other public-private partnership combination. Similarly, construction could be via typical design-bid-build or newer options such as design-build, design-build-operate-transfer, design-prequalify-construct, or some combination where equipment is pre-purchased. As PVSC does not have significant experience with these alternative construction and operating strategies, our Team will provide an overview of options and analysis of pros and cons for each, which will include a review of expected cost and schedule savings of the various options. Our Team has

Our Team understands that companies in the Industry with the best qualifications to build power plants often operate exclusively in a public-private partnership or in a design-build-operate type environment.

extensive experience with these strategies and can share our lessons learned to ensure the optimum strategy is selected. The strategy must be determined fairly early in the conceptual design process to ensure there is

adequate time to prepare the RFQ/RFPs required for the designer or contractor.

Power Plant Challenges: Our Team is geared up to address the challenges/issues for the power plant.

Power Plant Issues	Team Solutions
Final Equipment Sizing	<ul style="list-style-type: none"> • Coordinate with PVSC to determine future electrical demand for 720 MGD • Confirm final stormwater pumping station electrical load in engine sizing
Maintenance of Plant Operations During Construction	<ul style="list-style-type: none"> • Identify key tie-in points for backup electrical supply and develop construction sequence to minimize impact on plant operation
Potential for Significant Permitting Requirements	<ul style="list-style-type: none"> • Through our experience with similar facilities, identify required permits early in conceptual design phase • Develop permit management plan, listing required permits and schedule to obtain. Oversee design engineer and support permit process • Include pollution control equipment in conceptual design

Floodwall System Delivery

Starting with a Strong Base - The preliminary conceptual design report, as submitted through the FEMA 406 application process for the levee/floodwall system and the initial review effort performed under Task 1, will form the basis of understanding for this project component. Project design criteria that would satisfy Federal and State Statutes as well as the technical requirements will be initiated and defined early during project inception.

Establishing the Right Height and Alignment - Establishing the levee/floodwall finite height is crucial to many of the technical disciplines. Height will include such key factors such as climate change (extent, size, scope and duration of future storms through multiple tide cycles), sea level rise, storm surge, wind and wave run-up analysis, regulatory requirements and potential project impacts. Along with height, alignment is considered a key design element. A project alignment that reduces the interior drainage area, the linear length and aerial extent could reduce initial construction and future operational costs, but may not be viable if the essential components of the PVSC facility are not within the protected area. Minimizing the size and the required frequency of use of closure facilities and pumping stations (integral to the line-of-protection) would also serve to reduce future operational costs, issues and complexities. Given the physical extent of the floodwall foundation system, early involvement of the LSRP will minimize delays due to the potential for discovery of contaminated soils.

We propose to address the above by assuring that the correct disciplines are engaged when necessary. Hydrologic, hydraulic, geotechnical evaluation, structural evaluation, mechanical, electrical, risk analysis, architectural, environmental and others will be essential to properly design the facility, but will need to be properly sequenced and managed. Effective management of the disciplines, design products and phases is the basis of delivering an exceptional project.



Gates similar to these designed by our Team in Haverhill, MA are required adjacent to the Sludge Storage Tanks.

Staying in Touch with the USACE - Our Team will also keep in close contact with the ongoing design for USACE's Lower Passaic River Tidal Hurricane Protection System, which is currently underway. The USACE study, if brought to construction, would be directly related to the PVSC levee/floodwall system as part of a larger protective system for the Newark, NJ area.

Levee/Floodwall Challenges: The following table briefly identifies the anticipated challenges/issues for the floodwall system and our Team's potential solutions.

Levee/Floodwall System Issues	Team Solutions
Hydraulics - Alignment	<ul style="list-style-type: none"> Optimize length of floodwall and area protected Reduce number of penetrations through floodwall structure Consider alignment impacts on loss-of-life potential; loss of use of facility; structural and content damage; and environmental, social and economic impacts
Civil - Structural Height	<ul style="list-style-type: none"> Optimize elevation based on future sea level rise Establish freeboard criteria and requirements Allow for future adaptation of increased elevation as permissible
Hydraulics - Design of low-flow gravity components	<ul style="list-style-type: none"> Include exterior side flap gates Include positive line-of-protection closure gates Maximize size as practical for unexpected future storm intensity patterns
Hydrology - Criteria for Coincident Interior Rainfall	<ul style="list-style-type: none"> Review prior report - determine degree of coincidence with high exterior stages - for pumping stations Consider Multiple Discrete Event methodology Consider Coincident Frequency Curve method
Hydrology - Size, number and location of pumping stations	<ul style="list-style-type: none"> Collect and combine interior runoff where feasible Evaluate cross connections between rings
Impact to Operations during Construction	<ul style="list-style-type: none"> Identify all utility crossings - over, under or through the line-of-protection - minimize disruptions Design and coordinate for continuity of key utilities Evaluate raising closure sill elevations to reduce frequency of operation

Stormwater Pumping Stations Delivery

The preliminary conceptual design report, as submitted through the FEMA 406 application process for the levee/floodwall system, will form the basis for the pumping station analysis. These pumping stations are considered integral to the line-of-protection (levee/floodwall system) as pumping is often required during times of blocked or high exterior stage conditions. Blocked conditions can be dependent (i.e. interior rainfall and high exterior stages occur from the same meteorological event) or simply coincident (i.e. interior rainfall occurs during a high exterior stage event).

Upon constructing surrounding plant floodwalls, two separate storm sewer collection systems will serve to convey the plant's stormwater runoff by gravity to the designated East and West Stormwater Pumping Stations. Reliable operation of these stations is of vital performance to achieving PVSC's overall flood control goal of uninterrupted operation of the

treatment plant. Additionally, pumping stations are inherently expensive to construct, maintain and operate and must be properly planned, designed and constructed to achieve PVSC's goals. Our Team will provide the necessary guidance and technical experience throughout the project life cycle so these stormwater pumping stations will be economically justified, reliable and operationally sound.

East Pumping Station - The study's proposed East Stormwater Pumping Station is located on the eastern side of the plant in close proximity to Newark Bay. The station includes a 72-inch reinforced concrete pipe (RCP) influent storm sewer pipe followed by screening and channelized flow into a segregated wet well. There are three (3) submersible pumps designated for low flow (5,000 gpm each) and four (4) submersible pumps designated for high flow (20,000 gpm each). Subsequently, seven (7) independent pump discharge lines transfer stormwater flow into a downstream concrete energy dissipater before flowing into Newark Bay.

West Pumping Station - The study's proposed East Stormwater Pumping Station is in proximity to Jasper Creek. This station includes a 84-inch RCP influent storm sewer pipe followed by screening and channelized flow into a segregated wet well. There are three (3) submersible pumps designated for low flow (5,000 gpm each) and four (4) submersible pumps designated for high flow (20,000 gpm each). Subsequently, up to (7) independent submersible pump discharge lines pump incoming stormwater flow into a downstream concrete energy dissipater before flowing into Jasper Creek. Documents note that water surface elevation are controlled by three (3) drainage culverts under a railroad crossing of Jasper Creek located East of Doremus Avenue.

Stormwater Pumping Station Challenges: The following table briefly identifies the anticipated challenges/issues for the pumping stations and our Team's potential solutions.



103 MGD CSO Pumping Station; Holyoke, MA. Utilized a "trench" wet well design to improve hydraulics for (4) 24,000 gpm pumps and to reduce accumulation of debris.

Stormwater Pumping Station Issues	Team Solutions
Civil	<ul style="list-style-type: none"> ▪ Minimize utility conflicts ▪ Minimize storm sewer pipeline excavation depths ▪ Minimize adding of impervious areas ▪ Review accessibility to facilities
Architectural	<ul style="list-style-type: none"> ▪ Ensure building code/safety compliance ▪ Incorporate building energy efficiency ▪ Utilize sustainable, durable, long-lasting materials ▪ Match architectural context of surrounding buildings
Structural	<ul style="list-style-type: none"> ▪ Proper foundation support determination ▪ Include building waterproofing and moisture control ▪ Incorporate means to reduce sedimentation/debris ▪ Incorporate constructability and operability reviews
Mechanical/Plumbing	<ul style="list-style-type: none"> ▪ Verify redundancy in pumping ▪ Design hardened pumping units and piping ▪ Ensure ease of maintenance and operations (e.g., screenings, sluice/slide gates, etc.) ▪ Detail energy efficient pumping units
Electrical	<ul style="list-style-type: none"> ▪ Provide provisions for primary and backup power ▪ Hardening of electrical infrastructure ▪ Include resilient/efficient motor control centers ▪ Locate in separate climate controlled area
HVAC	<ul style="list-style-type: none"> ▪ Size to provide the required number of air changes ▪ Design heating and cooling energy efficiency ▪ Design for proper moisture control ▪ Ventilation controls located in electrical/dry area
Instrumentation & Control	<ul style="list-style-type: none"> ▪ Provide reliability, maintainability and safety ▪ Incorporate proper pump monitoring and control ▪ Customize to plant's existing SCADA system ▪ Develop robust pump control logic

Subtask 3.3)

power plant, floodwall system conceptual design documents for review and approval to Proceed for contractors. Our Team will provide overarching management and oversight of 30% conceptual designs for each facility, including design strategies and construction phasing and guide design professionals for each facility through the issuance of bid documents. This includes conducting risk workshops throughout the project life cycle, facilitate review of design and the comments of PVSC staff and, where applicable, key stakeholder groups.

For 30 % Design - Our Team will be providing technical management and oversight of the project design documents, schedule and working cost estimate. The preliminary design documents will include drawings and key specifications that represent the major project concepts, and will provide the necessary review, validation, and vetting of the scope items and concepts identified in the prior planning/permitting stage. The preliminary design documents will also reflect the final agreement by all stakeholders of the fundamental design elements. This effort will result in complete engineering plans and specifications to the 30% design level for each facility which will be used as the basis for procuring a detailed final design and acquisition of the professional design firms.

Specific activities at this stage would include:

- acquiring meta-ocean data, coastal modeling, hydrographic and hydraulic analysis;
- conducting soil borings and topographic surveys;
- developing design drawings (floodwall and advanced process for power plant and instrumentation for pumping stations - including civil, architectural, and mechanical disciplines, basic plan and profile, electrical, heating ventilation and air conditioning (HVAC), and structural disciplines for pumping stations;
- constructability review;
- coordinating with public utilities, resource and transportation agencies, and adjacent property owners;
- drafting specifications for major items (major equipment, pipe, concrete); drafting drawing list and specifications table of contents; preparing process and major equipment calculations;
- developing draft control narratives or strategies; preparing geotechnical, hazard mitigation, acoustical, corrosion control, and hydraulics reports;
- providing AACE Class III Engineer's Estimate and Basis of Estimate Report; developing updated Critical Path Method (CPM) Construction Schedule and Basis of Schedule Report;
- performing value engineering;
- identifying training requirements for PVSC's Operation and Maintenance (O&M) staff;
- conducting required environmental studies and developing mitigation plans; and
- if required, identifying the need to perform traffic studies.

Acquisition of Design Professional Phase - Not all traditional water/wastewater engineering firms are qualified to design extensive flood wall systems or power plants. We will provide design management support by identifying qualified firms and assisting PVSC in acquiring the right final design team; via preparing a Scope of Services (SoS) to be performed by the selected firm; preparing evaluation criteria; preparing scoring methodology; and assisting as requested in the selection process.

We recognize the importance of providing opportunities for qualified design firms of all sizes and will take steps to solicit their interest and participation.

Our "Designer's Handbook" contains information to assist design engineers to drive excellent, efficient results through standard specifications, design document standards, safety protocol, QA/QC reviews, O&M, etc.

Design Management Phase - We will provide design management oversight by supervising final design, maintaining quality, budget, and schedule. Final design documents include: final design drawings (sheets for all disciplines); final specifications for the divisions (ready for submission to the Commission's Counsel for review and approval); final calculations for the project elements; final Power Reports; final AACE Class I Engineer's Estimate and Basis of Estimate Report; construction bid documents; final CPM Construction Schedule and Basis of Schedule Report. We will issue bid documents for advertisement; compile bidders questions; issue clarifications/addendums, perform bid evaluations and make recommendations.

Project Management of Design Professionals and Contractors (Subtask 3.4)

This subtask involves the construction of the power plant, floodwall system and pumping stations in accordance with contracted cost and schedule and to meet given performance standards. Design professionals retained for each facility final design phase will be responsible for the design services during construction (DSDC) and resident engineering services (RE). The PMT will provide oversight of these professionals.

Our Team possesses extensive construction management experience on large-scale wastewater treatment plant upgrades and is fully capable of providing timely extensive expertise to both the PVSC's engineering and operational and maintenance staff and the respective assigned construction management firms.

A strong emphasis and utmost focus and attention to environmental, health and safety, quality and work performance, schedule and cost will significantly contribute to overall success. The Designer of Record, Construction

Our Team has delivered significant wastewater treatment plant upgrade programs on time and budget using proven design management principles: Blue Plains, D.C., Boston, MA and many others.

Manager (CM) and respective Construction Contractors must be well-organized prior to project site mobilization. Our Team will fully coordinate all efforts in advance of construction commencement.

The chart at the end of this section depicts an overall view of Project-specific Protocols, Procedures and Processes that would be established and carried through the various Project Phases. The chart links the RFP specified subtasks to the program/project specific processes in a highly logical fashion that graphically displays the anticipated flow of products, equipment, services and operational training from pre-construction through post-construction activities.

Commissioning, Startup, Testing and Training (CSTT) (Subtask 3.5)

Our Team approach to project commissioning and startup could be summarized as "begin with the end in mind". Continuing plant operations is paramount during the construction phase. The smooth transition of construction to the operator is critical. We have found the following principles to be effective for continuity of plant operations during construction:

O&M Staff Involvement - Our proposed staff includes experienced operations specialists who will work closely with PVSC Plant operations from the beginning and confirm that operational requirements and constraints are identified and incorporated into planning, design, construction and operation in a clear and process driven manner. PVSC operations and maintenance staff will be expected to participate as joint team members so that both the program management team and the design teams understand O&M's constraints and requirements.

Efficiently Transfer O&M Data - Careful management and quality control of as-builts, O&M data, and asset management information will be built into the procedures and expressed in the construction contracts, with the goal of efficient transfer of current, accurate, and timely information at project completion. Compliance with NJAC 7:14A-6.12 is crucial in development of the O&M manuals. The code requires that O&M manuals be more than binders of cut sheets of each individual piece of equipment. The O&M manual for the new equipment must include a description of the overall system and how the equipment ties together and the system operates as a whole. The manual must also include typical operating conditions, maintenance requirements and schedule, and emergency operating

procedures. Our Team is familiar with the requirements of this code through previous work on site. We are also working with PVSC to develop an online electronic O&M (eO&M) manual that will combine all of the documentation required under NJAC 7:14A-6.12 in one location. This system was started for the new equipment installed under the Thickening Process Upgrades, however we are currently expanding the eO&M to cover the entire solids handling system. We anticipate that this eO&M manual will be required for the new contracts.

Control Related O&M Costs - O&M costs tend to spike when warranties expire, as equipment ages, and after commencement of revenue service. Consequently, careful equipment selection, excellent construction quality control, good execution of commissioning and start up, timely completion of documentation, and delivery of training is essential to minimizing future operating costs. Careful attention to this is required for proper development of construction documents.

Our Team will work with PVSC to develop detailed commissioning procedures, checklists, start up procedures, lockout/tagout procedures, parts delivery schedules, O&M documentation and detailed operator training schedules well in advance of commissioning and coordinate these items between PVSC and the construction contractors. During commissioning and start up we will make sure PVSC is fully integrated into witnessing the performance of all testing and can use the commissioning as an opportunity for on-the-job training. Finally, we require that all testing is thoroughly documented.

Project Closeout (Subtask 3.6)

Our Team will focus on areas where PVSC requires assistance after construction itself is completed. These include thorough contract closeouts; verification that all contract requirements were met; fiscal closeouts and warranty implementation. In addition, we will support troubleshooting and technical assistance for plant operations with any unexpected problems or issues with new facilities and equipment or transfer and inventory of parts and spares. Finally, we will support verification and delivery of record drawings and documentation, the final certification and documentation of FEMA requirements, and provide support for agency audits and the documentation of lessons learned.

The PMT will also work diligently to provide the necessary assistance in closing out all construction contracts. Project close out work would include: punch list; final subcontractor logs and evaluation; permits; resolution of disputed work; determination of projects final cost (Contractor Credits/Change Orders); disposal manifests; final Inspection and abatement records for all contaminants of concern; spare parts inventory and log; testing records; manufacturer certifications, warranties and licenses; M/WBE compliance reporting; substantial completion payment; certificates of occupancy; construction contractor final evaluation; regulatory transition plan for construction to operations; contractual obligations review; administrative closure; permits close-out and financial closure/final payments.

Post Construction Assistance (Subtask 3.7)

Our Team is ready to support PVSC in meeting all post-construction challenges by anticipating and incorporating these requirements into the program standard processes and procedures so that requirements will be anticipated and achieved as early as possible. We will also provide continuity and make sure staff with knowledge of the program are available in the post-construction phase and set up a help desk to handle and coordinate post-construction assistance for PVSC. Training sessions will be established for the power plant, pumping stations and moveable facilities associated with the floodwall project.

Staffing Analysis

Our Team is committed to providing the best resources to successfully deliver these Program Management services. This starts with our leadership. Our Program Manager, Steve Roberts, will relinquish all other obligations and devote 100% of his time throughout the 7+ years of the project life cycle.

The Key Team Members presented in our Statement of Qualifications has not changed. A copy of the Organization Chart is provided in Appendix A.

The Staffing Analysis completed by our Team is based on the Scope of Services in Section VIII of the Request For Proposals (RFP). Steve Roberts led a team to develop a detailed schedule to deliver the Scope of Services. This detailed schedule is provided as Section 5 of this Proposal. Key Team Members and supporting staff were assigned by subtask to complete the analysis and develop a Total Project Cost.

A summary of the Key Team Member assignments is presented below:

- **Principal-in-Charge** - It is anticipated that our Principal-in-Charge, John Kinneen, will be heavily engaged over the initial setup and then remain involved throughout the entire Program. Mr. Kinneen will be engaged for 50% of his time during Task 2 - Program Development and an overall commitment of 10% of his time.
- **Program Manager** - As noted above, Steve Roberts has been included for 100% of his time excluding holidays and paid time off.
- **Project Controls Lead** - The most crucial time for the Project Controls Lead is during the initial Program setup in Task 2. VT Madhavan has been included for 100% of his time during this period. After the initial setup and training, Mr. Madhavan will remain a resource to the Team and will provide guidance to the Project Controls team. To supplement him, a more efficiently priced Project Controls staff has been

included to run the day-to-day Project Management Information System.

- **Planning/Engineering** - Our Team has proposed two staff to fill this position, Steve Biuso and Scott Davis. It is our intent to assign a lead to champion a specific group of projects. Mr. Biuso and Mr. Davis are most heavily resourced during Subtasks 3.3 through 3.7. Combined, their time commitment during the most active period of Subtask 3.3 will be 100% with an overall average commitment of 60%.
- **Project Managers** - A Project Manager will be assigned to lead the efforts for each specific project within the Program, working along with the Planning/Engineering Leads. The most active period for Project Managers will be Subtask 3.3. However, some of the Project Managers will serve a role during construction periods.
- **Construction Support** - The Scope of Services indicates that most of the Construction Management type services will be provided by the Design Engineers or PVSC. Our construction support leads will establish procedures and policies for the CM services early in the Program and then assist in overseeing the contractors with the heaviest involvement during commissioning and start up.
- **FEMA Specialist** - The FEMA Specialist will provide support as required by Subtask 3.9. In addition, the FEMA Specialist will provide overall guidance during the first 90 days with respect to FEMA Funding and will be available to support the Program Manager and project team throughout the entire Program life cycle.

While the Staffing Analysis has been developed specifically for the Scope of Services in the RFP, each person identified as a Key Team Member is committed to making this Program a top priority for the time period they are required. Should PVSC desire to use any Key Team Member for additional roles or time, our Team is committed to making them available.

As requested by the RFP, the documents listed below are provided as Attachments in this proposal. Rates have been provided for the key staff members on our Organization Chart as well as Category Rates for support staff that will be needed to help perform the scope of services and other potential services.

- Section 6 Summary of Total Man Days Estimate (Attachment "C")
- Section 7 Summary of Total Project Cost (Attachment "D")
- Section 8 Rate Sheets for all Potential PM Services

Project-Specific Protocols, Procedures and Processes

Program/Project-Specific Processes		Pre-Construction Phase (Subtask 3.3)	Construction Phase (Subtask 3.4)	Post-Construction Phase (Subtasks 3.6 and 3.7)
Contract Administration	Develop Protocols and Procedures <ul style="list-style-type: none"> PVSC Forms/Project-specific Forms/Letters, Memos, etc. Program Management Information System (PMIS) Assess & Coordinate for PVSC, PM, Designer Services Tracking/Transfer System for all Project Documents (PMIS) 	<ul style="list-style-type: none"> Program-specific Risk Management Plan Project-specific Risk Management Plans Develop Protocols and Procedures CM and Construction Contractor Insurance Requirements Risk Registers 	<ul style="list-style-type: none"> Construction Contractor Payments Mobilization, Monthly Partial, Substantial & Partial Release of Retainage Assess and coordinate Designer DSDC and RE Services Assess CM and Contractor Services Contract Disputes & Claims Claims Avoidance/Assistance/Mitigation - Dispute Review Board Recognition of potential Claims Prepare "Just-in-case" additional back-up documentation 	<ul style="list-style-type: none"> Construction Final Payment and Retainage Contract Deliverables (As-builts, O&M Manuals, Warranties, etc.) Project Records/Documents Transfer to PVSC Project Administration Assistance and Close-out Contract Disputes & Claims Close-out
Risk Management	<ul style="list-style-type: none"> Identify & engage all Program-specific Stakeholders Program Communications Plan Develop Protocols and Procedures Program/Project Correspondence (oral/written/electronic) Program/Project Progress Meetings & Reporting Pre-Construction Meeting - PM to SET THE TONE Team Building/Partnering - PVSC, PM, DOR, CM Contractors 	<ul style="list-style-type: none"> Program-/Project-specific EHS Plans Safety in Design Program/Project-specific Construction Contractor EHS Plans Develop Protocols and Procedures Emergency Action Plans Construction and Operational Permits Potential HAZMAT Identification Air, Water, Noise, Vibration Monitoring 	<ul style="list-style-type: none"> Constant & effective Communication & Coordination Weekly coordination meetings Monthly Project Meetings Stakeholder coordination and public outreach meetings 	<ul style="list-style-type: none"> Communication and coordination during post-construction assistance, close-out and defects period
Communication & Coordination	<ul style="list-style-type: none"> Program-/Project-specific QA Plans Develop Protocols & Procedures Shop Fabrication/Off-site/On-site Testing & Inspection Construction Inspection/Checklists/Daily Reports Develop FEMA reimbursement plans Develop FEMA/State audit protocols 	<ul style="list-style-type: none"> Program-/Project-specific QA Plans Develop Protocols & Procedures Shop Fabrication/Off-site/On-site Testing & Inspection Construction Inspection/Checklists/Daily Reports Develop FEMA reimbursement plans Develop FEMA/State audit protocols 	<ul style="list-style-type: none"> Safety in construction HAZMAT Abatement & Disposal Renewal of Construction and Operational Permits Monthly Status Reporting of EHS Issues CM Verification & Monitoring of all EHS Operations Weekly coordination meetings 	<ul style="list-style-type: none"> Final EHS Report Operational Permits Transfer
Environmental, Health & Safety (EHS)	<ul style="list-style-type: none"> Project-specific Start up, Testing & Commissioning Plans Develop Initial Protocols and Procedures Checklists Training Lesson Plans/O&M Manuals/Scheduled Employee Training 	<ul style="list-style-type: none"> Prepare & submit detailed Daily Construction Reports Periodic QA/QC Internal Audits Proactive Non-conformance Reporting equals less punch-list items. 	<ul style="list-style-type: none"> Final QA/QC Reports Lessons learned 	<ul style="list-style-type: none"> Final QA/QC Reports Lessons learned
Quality Assurance (QA) and Quality Control (QC) Programs	<ul style="list-style-type: none"> Project-specific Start up, Testing & Commissioning Plans Develop Initial Protocols and Procedures Checklists Training Lesson Plans/O&M Manuals/Scheduled Employee Training 	<ul style="list-style-type: none"> Detailed Project Documentation FEMA Reimbursements Cost-to-Complete Forecasts Monthly Updates - based on remaining work /include potential extras Quantification Procedure for Payments Cash Flow Summary Reports & S-Curves Conduct & complete Start up, Testing & Commissioning 	<ul style="list-style-type: none"> Final FEMA Reimbursements Final Project Cost Report 	<ul style="list-style-type: none"> Final FEMA Reimbursements Final Project Cost Report
Cost Control & Reporting	<ul style="list-style-type: none"> Project-specific Start up, Testing & Commissioning Plans Develop Initial Protocols and Procedures Checklists Training Lesson Plans/O&M Manuals/Scheduled Employee Training 	<ul style="list-style-type: none"> Final QA/QC Reports Lessons learned 	<ul style="list-style-type: none"> Final QA/QC Reports Lessons learned 	<ul style="list-style-type: none"> Final QA/QC Reports Lessons learned
Start Up, Testing & Commissioning (Subtask 3.5)	<ul style="list-style-type: none"> Project-specific Start up, Testing & Commissioning Plans Develop Initial Protocols and Procedures Checklists Training Lesson Plans/O&M Manuals/Scheduled Employee Training 	<ul style="list-style-type: none"> Final QA/QC Reports Lessons learned 	<ul style="list-style-type: none"> Final QA/QC Reports Lessons learned 	<ul style="list-style-type: none"> Final QA/QC Reports Lessons learned
Training & Operational Transfer	<ul style="list-style-type: none"> Project-specific Start up, Testing & Commissioning Plans Develop Initial Protocols and Procedures Checklists Training Lesson Plans/O&M Manuals/Scheduled Employee Training 	<ul style="list-style-type: none"> Final QA/QC Reports Lessons learned 	<ul style="list-style-type: none"> Final QA/QC Reports Lessons learned 	<ul style="list-style-type: none"> Final QA/QC Reports Lessons learned

MANAGEMENT APPROACH

In this section we describe our approach to management issues, including activities to be performed in the critical first 90 days (Task 2), integrating our personnel into the PVSC organization, keeping PSVC apprised of project status and certain general management-related issues (raised on page 8 of the RFP), training and workshops (Subtask 3.1), setting up the Program Field offices (Subtask 3.2), meetings and general project team coordination (Subtask 3.8), funding assistance (Subtask 3.9) and stakeholder coordination/public outreach (Subtask 3.10).

Program Approach and 90 Day Plan (Task 2)

The first 90 days following NTP are a critical period for Program Development during which we will develop, review and establish with PVSC the initial framework and systems for managing the entire program. Our goal is to establish program clarity and momentum by means of a sound Program Management Plan (PMP) and that PVSC sees a return on investment in, and a benefit from, a process based PM approach within 90 days of award as shown below.

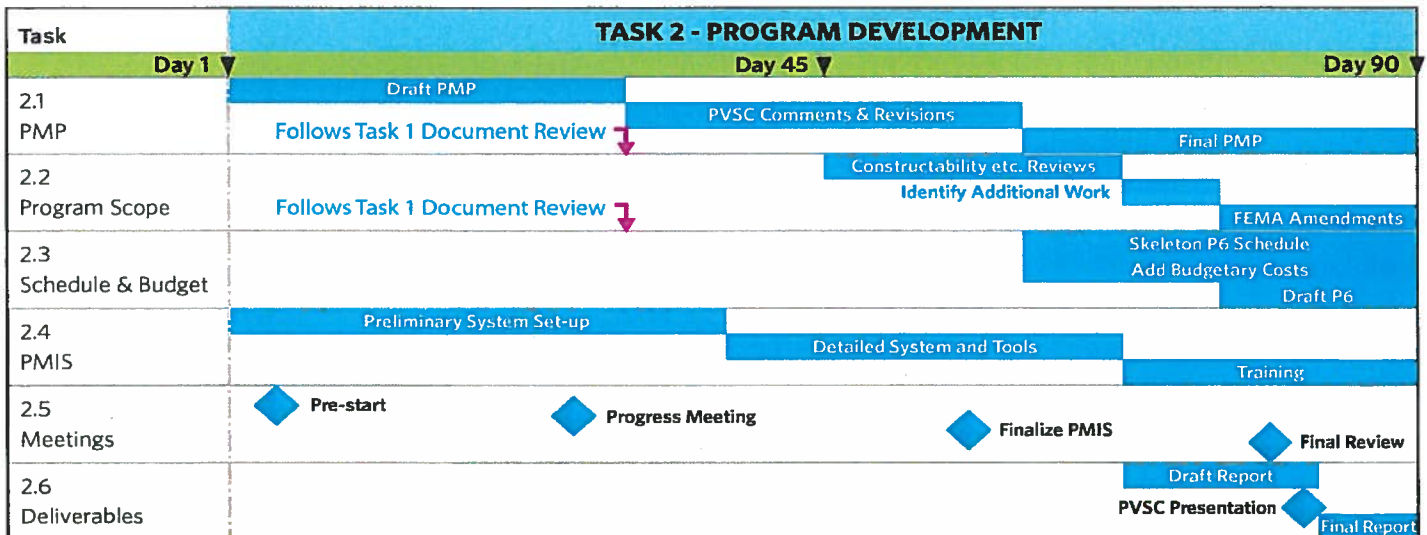
It is critical that the PMP and underlying Program Support Services infrastructure be set up in a clear and effective

PVSC will benefit from a fully functional Program Management Information System and program management structure at the end of the fast start.

manner as the framework within which all subsequent Program activities will develop and progress. We will initially focus on Program Development using a Fast Start Plan which we have implemented successfully on major capital programs to establish the initial goals, processes, systems, tools, policies and procedures on which program management will be based in order to manage the program effectively. Our program leadership team has extensive experience using the Fast Start with success elsewhere, including:

- The \$1.6 billion Miami-Dade County Sewer Repair Program
- The \$500 million Blue Plains Advanced Wastewater Treatment Plant Program
- The \$9.7 million Vancouver Annacis Island WWTP Stage 5 Expansion
- The \$980 million NYCDEP Nitrogen Program
- The \$1.2 billion Sacramento Advanced Wastewater Treatment Program
- The \$14.6 billion New Orleans Hurricane Protection System Program

90 Day Program Development Roadmap



The PMP will be the primary source of information on how the program will be planned, executed, monitored, controlled, and closed out. It will be a living document that will be constantly reviewed and updated over the life of the program.

Program Management Plan (Subtask 2.1)

A comprehensive, sound Program Management Plan provides a clear framework for development and management of the program. Our experienced staff will develop a Preliminary PMP within 30 days after completion of Existing Document Review and review with PVSC for comment. The PMP will be a living document that will be constantly reviewed and updated over the life of the program based on program changes, additions, requirements and lessons learned. We will submit a final PMP for PVSC review within 90 days.

The PMP will include, but not be limited to the following elements:

- Team's vision and mission statement
- Staffing Plan and Organizational Structure
- Resources Management (including integrated teams)
- Communications Management (Internal and External entities)
- Project Management Plan
- Scope Management
- Schedule Management
- Document Management Plan (for both electronic and hard copy versions)
- Compliance Management
- Change Management
- Financial Management Plan for audit and controls (from Independent, FEMA and State Auditors)
- Health and Safety Plan for engineers, consultants and contractors
- Integrity Oversight and Monitoring Plan
- Quality Management Plan
- Permit Management Plan
- Public information and Stakeholder Management
- Risk Management Plan
- Procurement Management Plan
- Continued Operation and Permit Management
- FEMA Reimbursement Plan
- Stakeholder Engagement Plan

Program Scope (Subtask 2.2)

Our Team will immediately focus on documenting a clear, concise definition of scope using available sources within the first 90 days. We will review all available documents and plans to verify, validate, determine and define Program Scope. This will include:

- **Resiliency reviews** to ensure compliance with FEMA elevation standards and projected sea level rise and precipitation levels during the life of the project;
- **Functionality reviews** to check whether individual projects will have the desired and designed outcomes, and whether existing project scopes are sufficient;

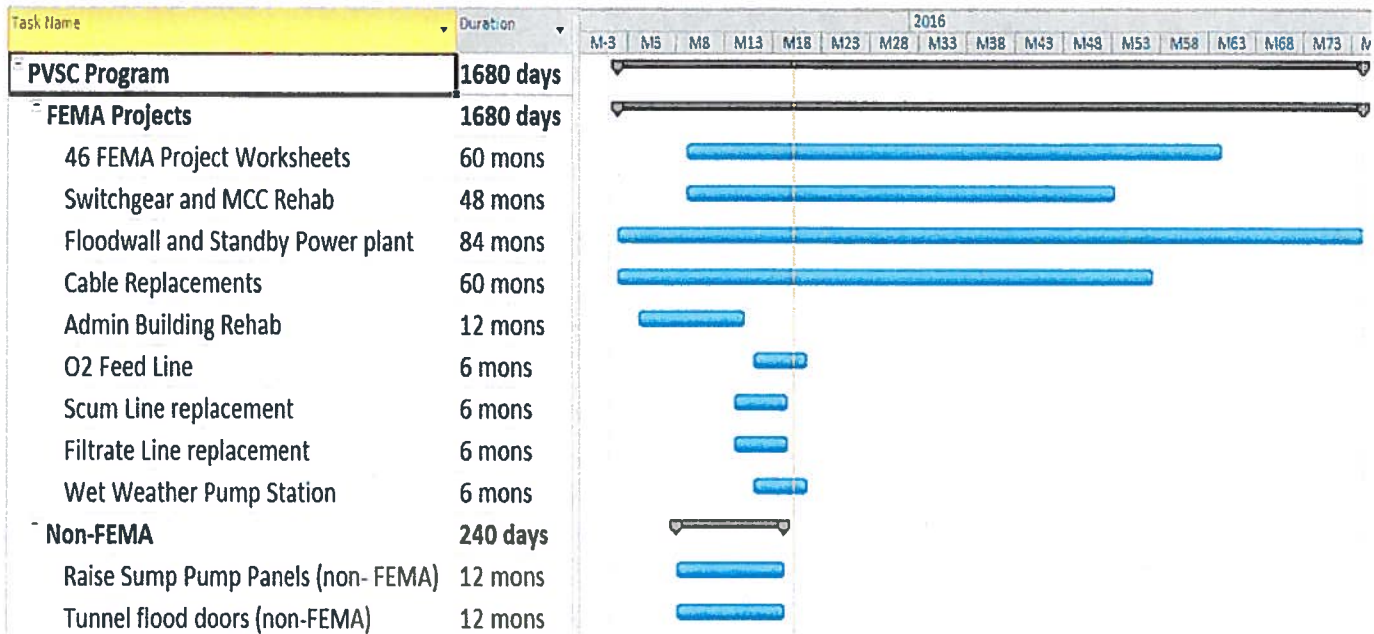
- **Existing condition assessments** to check assumptions about existing infrastructure and to coordinate work with other contracts that are ongoing or planned in a Facility Plan.
- **Constructability reviews** to examine design 'buildability' and how the designs will fit into the base schedule (any needless and/or difficult construction areas causing extended construction time);
- **Value engineering reviews** to determine whether designs can be constructed at lower cost while maintaining functionality;
- **Energy efficiency reviews** to further lower life cycle carrying costs;
- **Sustainability reviews** to identify other benefits and mitigate impacts;
- **Permit feasibility** to make sure that projects, as scoped, can be permitted and that any necessary modifications to obtain permits are identified, all to be set out in a Permit Management Plan;
- **Financial feasibility** to ensure that projects can be done within the constraints of expected FEMA (or other) funding, comply with FEMA and other applicable rules, and that necessary controls are established, all to be set forth in a Financial Management Plan; and
- **Operability review**, with significant PVSC input, so that work is planned to enable full maintenance of plant operations during and after construction, proper startup protocols are established, testing and commissioning are properly covered, shutdowns are coordinated with ongoing operations, and O&M manuals and training are provided for.

As a result of this thorough scope review process, PVSC will ultimately have the benefit of fully defined Scopes of Work for the design and construction of the 30 MW standby power plant, floodwall, and stormwater pump stations.

Schedule and Budget (Subtask 2.3)

We will develop a Program Master Schedule and Budget using Primavera P6 in consultation with PVSC. A major focus will be on developing a preliminary Master Program Schedule, Master Program Budget, and Program Cash Flow within identified constraints. We will create preliminary schedules at a program level summary with inter-project links established to evaluate potential impacts, conflicts and constraints and cost loaded to model the program cash flow. We will validate available cost estimates and remaining costs for ongoing projects and develop new cost estimates for the new projects. Examples of the schedule and cash flow can be found on the next page.

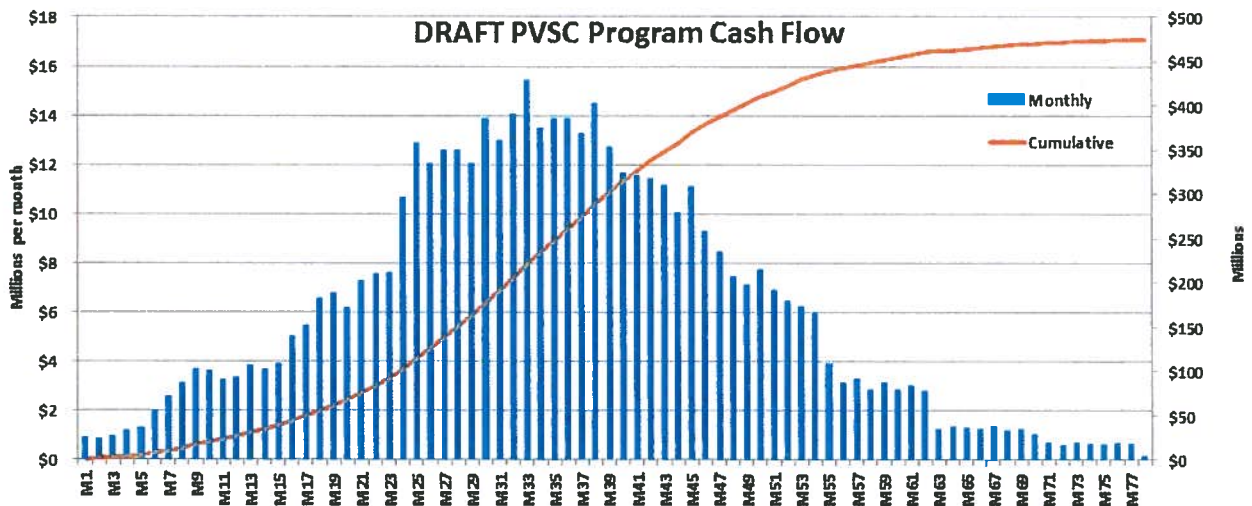
Sample Program Master Schedule



The Master Program Schedule will provide a high level snapshot of the overall program status in real time to the Stakeholders.

The Master Schedule also establishes the primary cost elements for the program and derives initial budgetary cost and cashflows required for program implementation, including PM and engineering costs. Resources, including costs, can be tracked in multiple ways - by Work Breakdown Structure, by performing entity (Program Manager, Engineer or Contractor), by Cost Accounts, and by funding source. Custom codes can be created to break down and track costs to particular PVSC or FEMA reporting requirements. Using this tool, the Program Management Team and PVSC can get an accurate, up-to-date snapshot of outgoing cash flows and understand financing needs and project and program specific costs, such as projected maximum month outflows.

Sample Program Cash Flow



Program Cash Flow will help the program team track the status of budget and actual costs and facilitate the planning of monthly and yearly spending and funding requirements.

Program and Contractor Schedules

As the program progresses, we will develop and maintain more detailed design and construction schedules and baselines in Primavera P6 for the projects identified at the Program level which will be used to update and maintain the Master Schedule. The Program Management Team will develop, monitor, and maintain schedules and baselines for all projects. Project schedules will be tracked in Primavera P6. The inter-project relationships and links will help evaluate and control schedule impacts from one project to another. The Master program schedule summary will provide real time status of the overall program to PVSC.

We will develop schedule specifications to be included in the engineering design and construction contracts and monitor Engineers' and Contractors' compliance with requirements for baseline submittal and approval and subsequent monthly schedule updates. Furthermore, we will ensure that Engineers and Contractors realize the importance of submitting a realistic and achievable schedule and adhering to it over the course of the project by closely monitoring planned vs. actual performance, earned value analysis and trend monitoring.

Program and Contractor Schedules are the essential tools by which we will monitor, control and deliver this program on time.

Schedule and Risk Workshops

Schedule and Risk workshops will ensure that all program participants understand and accept the schedule constraints and program risks. There will be multiple workshops with different stakeholders to understand their ideas, needs and expectations from the program. The output from these workshops will be the updated draft program schedule and Risk Register. MS Excel will be used initially for developing a Risk Register, an example of which is provided below. This will be used to manage qualitative risks. Later on, as the program progresses and the maturity level and sophistication of the program team in managing risk increases, advanced Risk Management tools like @RISK, PERTMASTER, Monte Carlo or ARM can be considered for quantitative risk management.

Sample Program Risk Register

AREA	SUB-AREA	RISK	EFFECT	APPROACH AND MITIGATION PLAN	ACTION REQUIRED BY	SCHEDULE					COST				
						Effect on Schedule (Y/N)	Probability (L, M or H)	Impact (L, M or H)	R ₁ (L, S)	Risk Score (L, M or H)	Effect on Cost (Y/N)	Probability (L, M or H)	Impact (L, M or H)	R ₂ (L, S)	Risk Score (L, M or H)
Programme	All Projects	1. Blanket level EIA clearance 2. Effect of revised CRZ on Environment clearance. Clearance from Velavadar Wildlife Sanctuary.	1. Delay in start of construction activities of TP roads projects. 2. Overall programme delay	TDR extension received. MDM completed on 21 Oct, public hearing conducted on 3 Jan 2014 and minutes published. Project specific EIA are to be brought under AECOM. Anna university is working on the revised CRZ for DSIR. MoEF may ask State Govt. / DSIRDA to superimpose DP on new boundary and resubmit for approval. The report is expected to be received in Feb 2014. If Central Govt objects to the development which has norm of no development within 10 Km radius, EC will ask State to get clearance from	AECOM - Environmental team to follow with GOB	Y	H	H	9	H	Y	L	L	1	L
Programme	All Projects	Formation of SPVs for execution of works	Delay in start of construction activities. Overall programme delay	Master SPV needs to be formed at the earliest. DMCCDC should be informed on regular basis.	AECOM - PD DSIRDA, DMCCDC, GICC	Y	H	H	9	H	N	L	L	1	L
Construction	Construction Phase of All Projects	GOB IRDA generally estimate the projects based on Gujarat SOR and have high Contingency factor for managing the contractors Bid. However PMNC estimates are based on prevailing prices. There is a high chance of differences in cost estimates and GOB IRDA can't process an order based on	Delay in award & construction activities	Second Workshop on Revised cost estimates (Incorporating the changes suggested by DSIRDA, GOB and DMCCDC) conducted with stakeholders on 18 Dec 2013. Detailed breakup shared. PMNC to explain the difference between TP and PMNC baseline estimates. The preliminary design costs for the different projects by their respective preliminary design consultants will be reviewed by PMNC and the reference of the PMNC baseline	AECOM - PD and Finance	Y	L	L	1	L	N	L	L	1	L
Construction	Manpower	Sufficient number of manpower may not be available	Delay in execution of construction work	With recent proposal and in principle agreement of development of IPP activation zone the construction manpower requirement will be reduced.											
Construction	Land	100% (activation zone) land possession for starting all the construction activities	Land possession is time consuming process and will impact the work	DSIR to expedite land possession process. With recent proposal and in principle agreement of development of IPP activation zone the land possession requirement will be	AECOM to follow up with DSIRDA	Y	M	M	6	M	N	L	L	1	L

The Program Risk Register will be constantly updated and monitored to ensure that qualitative and quantitative risks are captured and schedule delays and cost overruns are mitigated or controlled.

Controls for Funding and FEMA Reimbursement (Subtask 3.9)

Program success depends on full and adequate funding to complete design and construction of the three resiliency projects. This requires maximization of FEMA funds and avoidance of de-obligation, and is the primary role of the FEMA specialist. Our Team can also provide a full range of FEMA application and reimbursement services. Together with other auditors, the Team will be responsible for compliance

with FEMA requirements and any applicable NJEIT or NJERB requirements. Specific actions include:

- Creating and implementing financial controls and monthly reporting;
- Updating the Financial Management Plan;
- Updating the FEMA Reimbursement Plan;
- Monitoring payment requests from designers and contractors in a FEMA-approved disbursement process;

- Submitting reimbursement requests to FEMA;
- Preparing monthly and quarterly reports as necessary; and
- Any other tasks necessary for ensuring funding for the project.

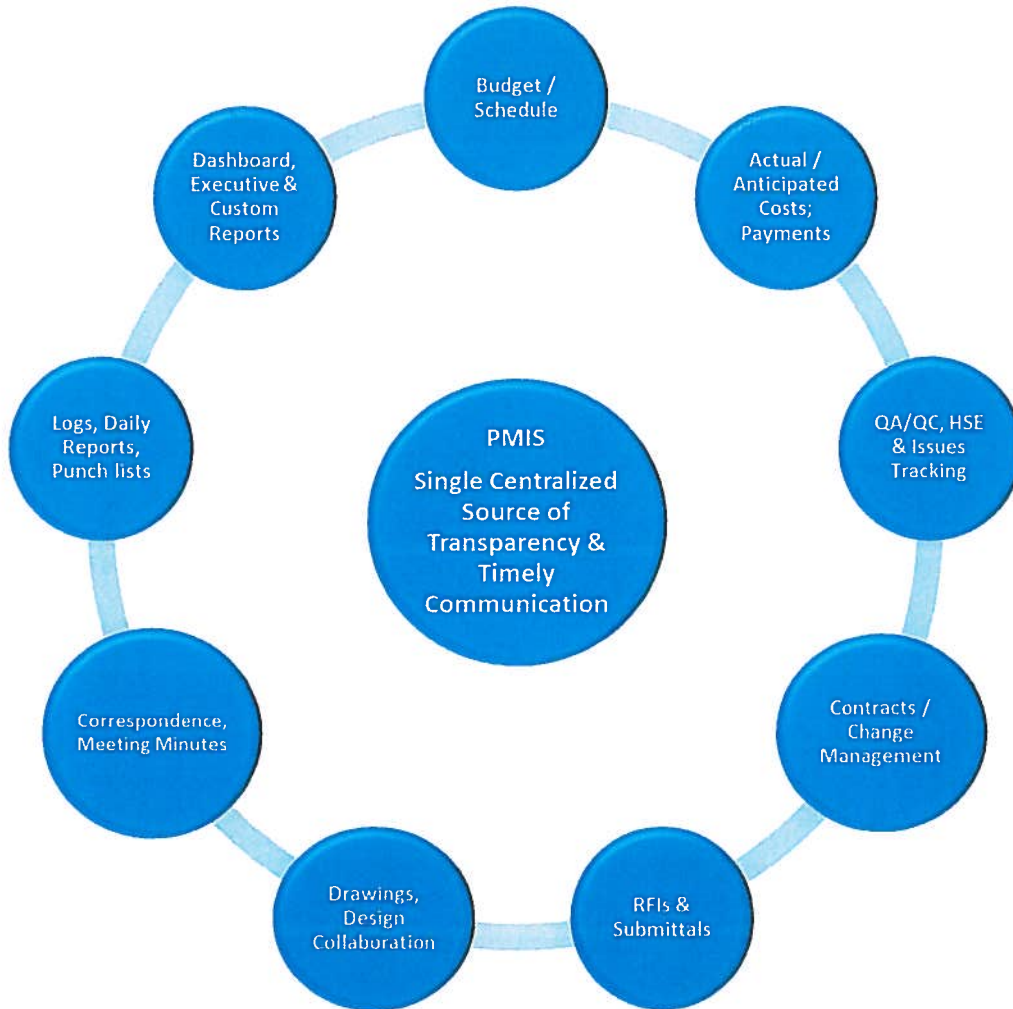
Program Management Information Management and Document Control System (Subtask 2.4)

A key tool for managing the Program will be the Program Information Management and Document Control System (PMIS), shown below; the centralized platform for program data and stakeholder communication and collaboration. PMIS provides a secure, web-based platform for storage, communication and stakeholder collaboration on all essential program documents, records and data. Customizable

dashboards and reports assure PVSC access to consistent current, accurate analysis of program status and performance at all times. PMIS provides an excellent basis for timely and defensible decision making and responsive management and can generate various reports and documents. Properly used, it will help PVSC with the goals of (1) managing information and accelerating project response time, (2) making informed choices with the best available data, and (3) transparency.

The Program Management Team will handover the Information and Document Management System (or PMIS) on completion of the contract. Prior to handover the Team will ensure that PVSC staff are highly trained, including the training of Administrators and ‘Super Users’, and are able to seamlessly and easily use the system to manage any future treatment plant improvement projects or programs.

Functions and Features Available in PMIS



PMIS will be the Program Management system that will serve as a central repository of all electronic documents and transactions on the program and enhance transparency, responsibility, collaboration and timely communication between program team members.

We plan to use Meridian Proliance to immediately set up the PMIS because (1) we are experienced in the use of this platform to support Fast Start in other large programs and (2) we have existing licensing and costing agreements with Proliance which give us immediate access to required technical support so that we can get right to work for PVSC. Proliance is web-based and has robust and field-tested modules for all key program and project management functions while providing a secure and robust platform for Communication, Reporting and Collaboration between all authorized stakeholders.

AECOM has an extremely beneficial licensing agreement with Meridian that will allow us to hit the ground running with a Trimble Proliance PMIS server installed and ready on Day 1. No time will be lost and PVSC will have the Program under an earliest possible control and hence get the fastest return on the investment. The Proliance system is forward looking, audit friendly (good for FEMA integrity), has active holds (for better control of projects, programs and finances) and many other attractive interfaces.

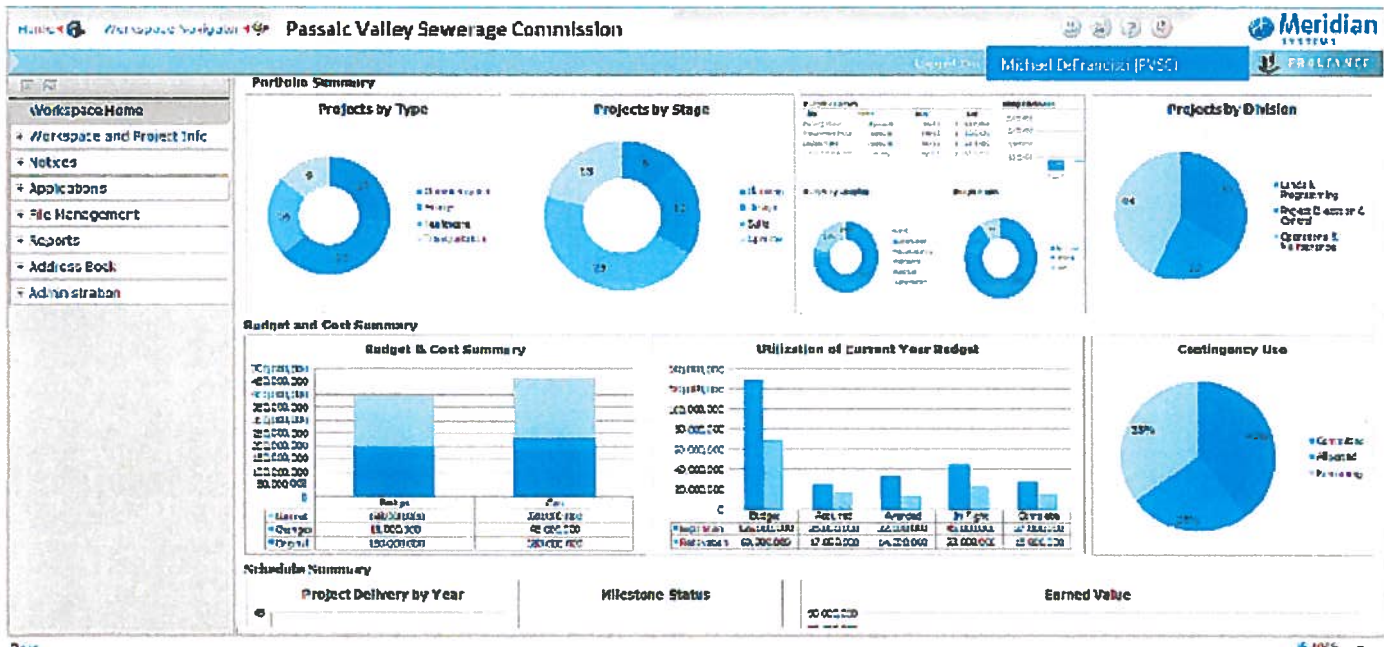
The data established in Proliance can easily be migrated to any other PMIS system or tool should PVSC decide to adopt another management system in the future, giving PVSC the benefit of a technology-neutral approach and an immediately useful database.

We understand the importance of transparency and auditability in all program transactions and decisions and that Integrity is very important to PVSC. PMIS has powerful capabilities to set limits on spending authority, holds, and audit tracking in various modules like budget, actual cost, contracts, change management, procurement and invoicing. The extensive analytical and trending capabilities of PMIS will help us plan forward and look for early warning signs of trouble so that timely and effective solutions can be implemented.

PMIS will keep track of detailed documentation and status of funding streams by using data from PVSC's existing financial system. This will enable the Program Manager and PVSC to establish auditable records and respond effectively and quickly to queries and audits by FEMA or other funding and oversight agencies.

Program status and performance will always be clear and readily accessed and understood through the use of dashboards to track key parameters and performance indicators which will be agreed upon with PVSC.

Sample PMIS Executive Dashboard



PMIS Dashboard will provide PVSC Executives with real time updates on the overall status and health of the Program along with Key Project and Program Indicators and metrics.

PMP Development Meetings in the 90 Day Program (Subtask 2.5)

We will develop the 90 Day Program and PMP in close collaboration with PVSC at all times. As shown on the 90 day schedule, we will establish a minimum of four focused and structured meetings at PVSC within the first 90 days to review documentation, organization structure, standard PVSC processes and needs and coordinate the development of the PMIS and Document Control System to support the identified needs and processes. Action items from meetings will be documented. The first kickoff meeting will include a chartering session to ensure team integration and consensus around program vision, goals and methods.

Deliverables (Subtask 2.6)

At the end of the 90 Day Program Development phase, we will furnish a draft report and provide a formal presentation to brief PVSC's Executive Management on the work completed which will include:

- Program Management Plan (PMP) [Draft PMP Table of Contents can be found in Appendix A]
- Program Scope with Constructability review and recommendations
- Program Costs and Timeline
- Information Management and Document Control System (PMIS)

We will revise the draft report to incorporate PVSC comments and submit the revised report for acceptance. Upon approval, we will then establish in detail and implement all of the policies, procedures, processes, documentation and systems outlined in the PMP and RFP before proceeding to the Implementation Phase, including:

- Detailed Policies and Procedures
- Program Cash Flow
- FEMA Funds Management and Tracking Plan
- Project prioritization and recommendations
- Program Risk Register
- Finalized Critical Success Factors (CSF) and Key Performance Indicators (KPIs) for the Program

Once PVSC approves these deliverables, they will become the standard and guiding documents by which the rest of the program will be executed and define the program's path until completion.

PVSC will benefit from our site logistical plan to minimize interference with the maintenance of plant operations.

Staging Plan and Program Field Offices (Subtask 3.2)

Several years ago, PVSC had the foresight to purchase the adjacent WITCO property and recently has begun preparing the site with a temporary surface and a new ramp leading up to the existing property. This location will serve as an ideal staging area, not only for the Program Management Field Office, but also for Contractors during the construction of the planned improvements. On December 12, 2014, our Team visited the site and identified the following benefits:

- Direct access to Doremus Avenue for the Program Team and Construction Contractors. This access will allow for less coordination issues with existing PVSC operations such as the steady stream of liquid waste vehicle traffic. A new guardhouse is planned for security purposes.
- Once inside the guardhouse, the site will have direct access to the plant through the new ramp currently being constructed.
- Significant lay down area. The planned temporary surface will cover approximately half the WITCO property allowing for parking and trailer staging. The remaining area towards the bay side of the facility will remain in its current state. There is some concern for flooding in this area and this will be addressed during the developing of the staging plan in sub-task 3.2.

Our Team will develop a staging plan and establish the Program Management Field Office for the property. As noted in our proposed Schedule, it could be as long as 12 months before the facility is completely prepared due to the procurement procedures to bring in Utilities. This may require the Program Management Team to be temporarily located and one option is the unused trailer located just inside the security gate by Rutherford Street.

PVSC will benefit from a true partner committed to the resiliency program and to helping it become a world-class utility, with access to AECOM and HDR leaders.

Program Management Training Workshop (Subtask 3.1)

Effective training will allow PVSC to realize the maximum return on their investment in Program Management and support effective staff engagement and collaboration as early as possible. Following the approval of the PMP, our Team will conduct a workshop for PVSC staff to provide an overview of the Program Management tools and processes being implemented. This Workshop will include training PVSC staff that would be using the Program

Management Tools. The Workshop will be led by the Program Manager and the Project Controls Lead. Additional instructors will be on hand to allow for small group breakout sessions to help ensure the appropriate staff has an understanding of the tools and can begin using them immediately. Our on-site staff will be available for assistance after the workshop is completed.

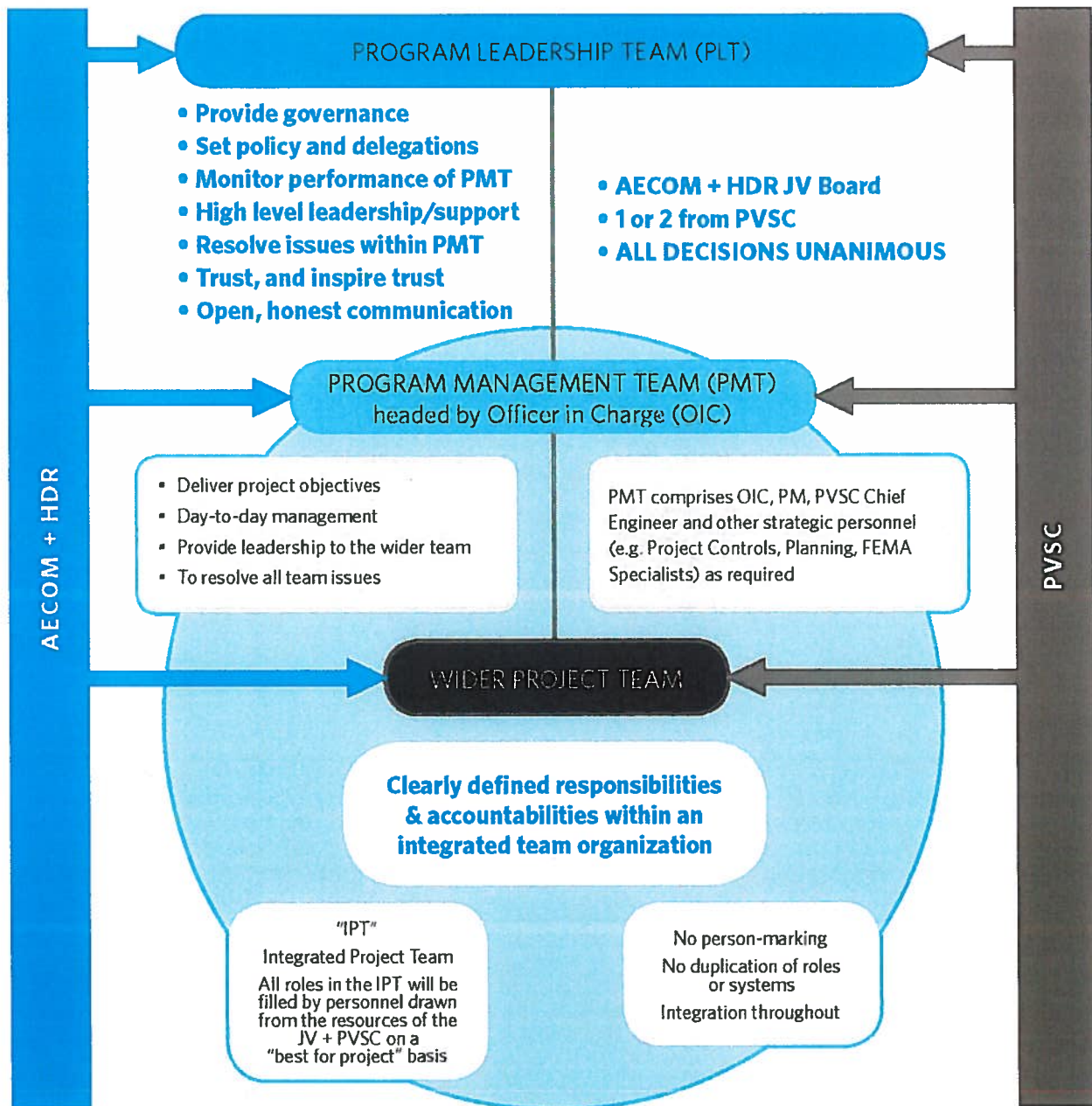
Organizational Structure

Integration of Our Team and the PVSC Organization

Our Team has built and will maintain a solutions-focused culture firmly fixed on the achievement of the program

and individual project goals, and partnering is critical to maintaining momentum. An effective and supportive program environment focused on solutions starts with strategic leadership and governance structure. Our proposed partnership with PVSC is structured to empower and support the team's performance at multiple levels, with appropriate levels of oversight and delegated authority. The graphic below illustrates this organizational structure, the roles and responsibilities and how the team will be integrated with the PVSC personnel. At every level, key Team staff will be on site working side by side with PVSC staff.

Integrated Team Roles and Responsibilities



The Program Leadership Team (PLT) will consist of representatives from our Team and PVSC Executives; our Team will be represented by the JV Board. It is common for Operations to be represented at the relevant time, thus the program may benefit from different PLT representatives as the program progresses. The PLT provides high level leadership and support, inspire trust and open and honest communication as well as providing governance.

The Program Management Team (PMT) will be headed by the Principal in Charge and should include the Program Manager, PVSC Chief Engineer and PVSC COO. The PMT is ultimately responsible for the day-to-day management of all aspects of the program. The PMT will implement the management and operational processes; deliver the work, meeting or exceeding the program objectives; measure, forecast and report to the PLT and provide leadership to the wider team. Other strategic personnel may join the PMT at critical junctures e.g. FEMA representative, Planning Specialist, etc.

The wider project team must have the skills and experience to effectively complete the roles; be totally accountable and understand how their role influences and drives the achievement of outstanding outcomes.



"Mr. Kinneen has demonstrated strong program and construction management (PM/CM) capabilities and a thorough understanding of the risks and challenges associated with the construction of large infrastructure projects."

Julie Labonte, PE, MS - San Francisco Water Power Sewer

Meetings and General Project Team Coordination (Subtask 3.8)

Communication is critical to overall program success. There will be many parties participating in the overall Program throughout the seven-year schedule. Meetings with the various parties will be instrumental to providing effective communication and each meeting must have a clear purpose and outcome, a leader who takes ownership of the meeting, and an efficient pace. The table below lists the meetings envisioned by PVSC in the RFP and the key PM Team lead.

Meeting Ownership

Meeting	Key Lead
Weekly executive coordination meetings	Program Manager - Steve Roberts
Design review meetings	Planning and Engineering Lead - Steve Biuso/Scott Davis
Pre-bid and Project kickoff meetings	Program Manager - Steve Roberts
Monthly Project Management meetings	Program Manager - Steve Roberts
Daily logistics meeting to coordinate shutdowns	Construction Management Lead - Steve Scaglione
Weekly health and safety meetings	Construction Management Lead - Steve Scaglione
Local and State stakeholder coordination	Stakeholder Coordination Lead - Carter Strickland

Ensuring the Quality and Timeliness of the Required Work Products

We understand that consistently high quality and timely delivery of work products is a major factor for Program success. We will develop and implement rigorous, clear and consistent Total Quality Approach, backed by complete procedures, to all work products through all phases of the Program. Quality begins with a complete understanding of the project goals and objectives throughout the organization as well as structured quality reviews. Our quality reviews will follow a Program Quality Management Plan (QMP) prepared by the Team and approved by PVSC. The QMP will facilitate sound decision-making by outlining personnel, key review milestones, content of quality reviews, and deliverables.

Our Team will assign technically qualified and experienced personnel to review the planned program of work. The Team will schedule quality review activities at key points in the schedule, including:

- Prior to finalizing the Project Management Plan;
- Prior to completing the Deliverables Report;
- Prior to submission of conceptual design report (30%, 90% and 100% design reviews);
- Prior to the completion of all contract documents, SOQs and RFPs;
- Prior to the completion of all O&M manuals and SOPs;
- Upon receipt of all Contractor submitted plans and schedules for logic, timeliness and constructability.

The QMP will be based on a programmatic process approach, supported by detailed implementation procedures, and designers and Contractors will be monitored on compliance with these procedures. The content and process of these reviews under the QMP will include a number of critical activities applied to design and construction as necessary:

- Proper application of codes, standards, and design criteria;
- Timeliness reviews and adherence to target dates and schedule activities;
- Ongoing oversight and supervision for accuracy, completeness and timeliness;
- Distribution of in-progress documents at defined intervals for quality review;
- Coordination among disciplines, designers and contractors;
- Verification of constructability, compatibility and consistency;
- Resolution and closure of in-progress review comments; and
- Consistency with MOPO targets.

PVSC will get the benefit of a programmatic approach to quality, consistent, high-quality designs, and adherence to the schedule. The system will be set up for optimization as we continuously improve our experiences and apply those lessons to future work through a formal, iterative process utilizing the PMIS system.



Developing a comprehensive, Program-specific Quality Plan was a key element in the early success of the Advanced Wastewater Treatment Program Management Services in Sacramento, CA.

Keeping PVSC Appraised of the Project Status

We will establish processes and systems to assure that PVSC is always timely and accurately informed. Importantly, we will rapidly develop Key Performance Indicators (KPIs) so that status can be measured against clear, agreed, performance goals and deviations can be quickly determined in order to correct performance going forward. The PMIS and its outputs - including the master

schedule linked to a master budget - will provide much of this information, and the program control system will thus map to the business processes and procedures so progress can be consistently analyzed, measured and reported.

One key outcome of initial meetings between our Team and PVSC will be to establish reporting procedures. Information will be uploaded to the master schedule and budget as close to real time as is possible and in accordance with PVSC's expectations, for example, daily for field reports or monthly for contractor progress updates. PVSC will be able to have information generated at any summary level desired, whether it be exception or periodic reports, forecasts or performance assessments. Formats will include:

1. Real time information by logging into PMIS
2. Daily, weekly and monthly reports printed and issued
3. Email (dashboard web parts attached for staff without PMIS license)
4. User friendly Dashboards with graphical information (with drill down capacity for senior management)
5. Portal website for disseminating information to the public

PVSC will have the benefit of a clear reporting plan that supports transparency, accountability and defensible decision-making.

Responding to Challenges as a Closely Integrated Team

Recognize that we and PVSC must operate as a tightly integrated team to successfully manage the Program. We are committed to fostering and developing superior teamwork based on trust and clear processes and procedures from beginning to end and to supporting that teamwork through best management practices. The key values of our management approach will be based on clear organization, processes and procedures that drive accountability and clarity. Every team member will thoroughly understand and commit to their agreed, defined roles and responsibilities and teamwork will be enhanced through thorough training, frequent meetings, reviews of program performance and partnering. Our approach to establishing and maintaining close collaboration and effective teamwork on the program is based on the following principles:

- Selecting the Best Team
- Setting Clear Goals, Objectives, Expectations
- Aligning Interests
- Providing Clear Implementation Processes and Procedures

- Establishing and Maintaining Effective Communications
- Applying Appropriate Technologies
- Resolving Disputes Rapidly
- Performing Sustained, Effective Monitoring

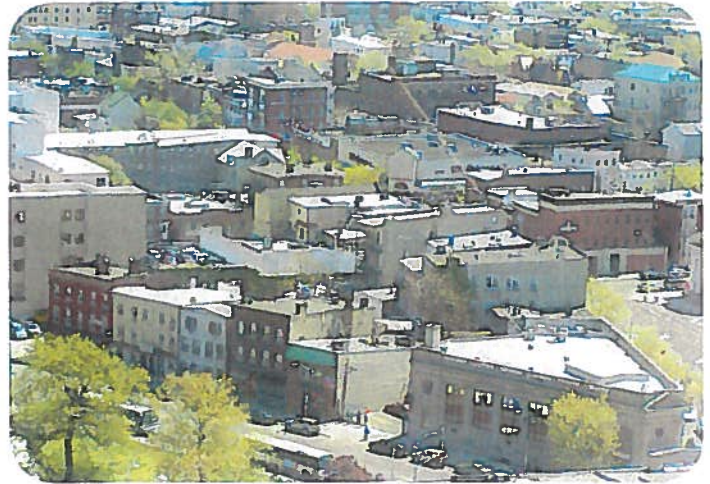
With a fully engaged team of dedicated professionals we expect and welcome differences of opinion. We believe that this is an indication of strength and will result in better projects and a better program. Our integration plan and team structure is set up to resolve disputes. We believe that full and open engagement of all team members in agreed roles, according to agreed processes, will continually build real teamwork of the highest order and enable all team members to deal rapidly and effectively with any challenge that arises. Above all, teamwork should rely on the principles of openness and mutual trust and the rapid resolution of issues and disputes as they arise. Our Team members have been selected, in part, because of their deep experience and excellent track record in dealing with very complex challenges while embedded with client organizations and we are confident that they bring team building and inter-personal skills of the highest order to the Program.

PVSC will benefit from buy-in from the neighboring community and other critical stakeholders.

Local and State Stakeholders Coordination and Public Outreach (Subtask 3.10)

Excellent, well-managed, stakeholder relations are essential to Program success. Our Team views stakeholder relations as an opportunity for PVSC to demonstrate its leadership in building tangible resiliency into its facility. In fact, the impacts of Sandy underscored that PVSC provides critical services to an entire North Jersey region. Our Team and approach will make the most of this opportunity for broadening specific and general support for PVSC's program, personnel, and infrastructure amongst all stakeholders. At the same time, our approach is mindful of the need to manage the downside risk of stakeholder relations that go off track. Complex capital improvement projects require the careful management of stakeholders to gain support and to avoid delays and operational issues. Sandy related projects will involve pressure to achieve results given that Sandy occurred more than two years ago.

Our Team understands these critical dynamics and has experience steering large capital programs through to completion in an intense media environment. Our approach will be to support PVSC with public information and relations for



Our Team's plan to engage stakeholders and local businesses will lead to program success.

key external stakeholders including local, state and federal elected officials, NJDEP, SHPO, federal agencies (EPA, HUD, FEMA), neighboring municipalities, especially Newark City Hall and Departments, haulers who use PVSC's services, press, community groups such as Ironbound Community Corporation, ratepayers, environmental groups (NY/NJ Baykeeper, Hackensack Riverkeeper), and involved staff from New Jersey's leading universities, including Rutgers, NJIT, and Stevens. We will engage in proactive communications with these groups on the overall program goals, structure, and schedule and, where appropriate, seek out their feedback on relevant issues. We propose an initial round of informal meetings with a small number of key stakeholders in the first 90 days in order to recommend to PVSC the members of the Citizen's Advisory Group.

To facilitate productive discussions, and to address inquiries proactively, our Team will develop a website with PVSC during the "quick start" process to provide essential program information in a transparent manner and with frequent updates on topics of interest, which might include short videos to efficiently transmit information and "humanize" the people and process involved in the resiliency project, interactive features to obtain feedback, and Citizen Advisory Group and public meeting materials (agendas before meetings, PowerPoints and minutes afterwards) as well as monthly updates on the progress of planning, design, and construction. Regarding the schedule, our approach will be to schedule and hold public meetings on a quarterly basis, in coordination with the Citizens Advisory Group. Our Team will support such meetings and any additional follow up meetings requested by press or other groups at PVSC's direction. In addition, the Team is prepared

to develop longer-term, “thought” pieces by key media using the PVSC projects as an example of proactive infrastructure investments to meet the challenges of climate change and resiliency during storms while achieving reliable service, environmental protection, and operational cost savings.

MBE/WBE Participation

As part of its program delivery and also stakeholder engagement plan, our Team will be a strong advocate for MBE and WBE firms in the overall Program. Both firms have a long history of successfully working together with MBE and WBE firms throughout the New York Metropolitan Area through work completed with clients in New York City, which has an active M/WBE program. In addition to M/WBE firms, our Team feels it is vitally important to encourage participation by Local Business Enterprises (LBE) and Small Business Enterprises (SBE) from PVSC’s member communities. This is an act of good faith back to the communities and encourages support of the Program and the agency by local politicians.

Some specific examples of how the Team will encourage participation by M/WBE, Local Businesses and Small Businesses are as follows:

- Develop an outreach program aimed at these types of firms. This outreach could include:
 - Events aimed at educating the firms on the Program and upcoming projects
 - Events aimed at introducing these types of firms to potential Prime Engineering firms
 - A Registration Database for firms to sign up to receive notices about upcoming potential projects.
- A set aside within the Program to pre-qualify these types of firms for some of the smaller projects in the Program. Only these pre-qualified firms would be allowed to propose on these set aside projects.
- As part of subtask 3.3, develop scoring criteria within the RFQ/RFP process to encourage participation by these types of firms.
- Projects funded by the NJEIT will include a requirement for M/WBE firms for Contractors as part of the Construction. Our Team will ensure these requirements are met by the Contractors as part of our CM Services.

Measuring Success

Our Team is successful only if PVSC is successful. It is critically important to periodically measure the conformance (or variance) of actual performance to goals as the work progresses so that management can learn from any performance shortfalls and rapidly identify corrective measures. We will work with PVSC in the first 90 days after award to establish and define performance goals and Key Performance Indicators (KPIs) for the initial phases of the work. These goals will be expanded to include successive phases of work as the program progresses. In general, performance goals should be **SMART** goals, that is, **S**pecific, **M**easurable, **A**greed, **R**ealistic, and **T**ime constrained. We will set up the PMIS to track, map and measure conformance to the agreed KPIs and periodically report conformance to PVSC. In addition to monitoring specific **performance** metrics, such as safety, budget, schedule, quality, etc., we will establish goals to measure specific **compliance** with the program processes and procedures by all participants over time. We will extract and perform root cause analysis of all non-conformances and recommend performance improvement measures and strategies so that lessons learned are applied and performance is constantly improved.

PVSC will benefit from an enduring program management structure that is built right from the start.

Commitment

PVSC is assured of the total and unreserved commitment of our firms to this assignment. Our commitment is that our Team members will be available 100% of the time that they are needed for PVSC.

We have carefully selected the most qualified persons from our companies to staff all proposed key program management positions as indicated on the Organization Chart provided with our Statement of Qualifications (SOQ) and also included in Appendix A of this proposal. Note that there are no changes to any Key Team Member from the SOQ. We have verified that none of our named Key Team Members have other anticipated commitments that would

conflict with their PVSC assignments and these personnel have committed to mobilizing immediately for PVSC work upon request.

As part of our Team’s RFQ submission, we accurately estimated the expected average work commitments of team members over the life of the program, based on a typical Scope of Services for the anticipated Program Management Services to provide PVSC a realistic expectation for the level of effort that may be required. The Staffing Analysis for this Proposal has been developed specifically for the Scope of Services in the RFP to most efficiently provide the services required. A summary of the assumptions for Key Team Members was presented in Section 2 - Technical Approach, under the Staffing Analysis section. Our companies warrant the availability and commitment of all named resources to

PVSC according to the time commitments documented in this proposal, should our proposal be accepted. Should PVSC desire to use any Key Team Member for additional roles or time, our Team is committed to making them available.

Each firm has a long standing relationship with PVSC and our Team has a vested interest to see this Program through to its successful completion.

In the event that a key person becomes unavailable during the progress of the work, our combined company resources of more than 100,000 staff, with 2,000 technical staff in the NY/NJ area (with a wealth of PVSC project experience) will enable us to promptly and adequately provide equally qualified personnel who can integrate seamlessly with the program team. We will not replace staff, however, without PVSC approval.

We are very excited by this opportunity and are personally committed to PVSC to delivering Team resources necessary for the timely and successful completion of this Program.



Joseph Frissora

**Joseph Frissora, PE
Vice President
Area Water Manager**



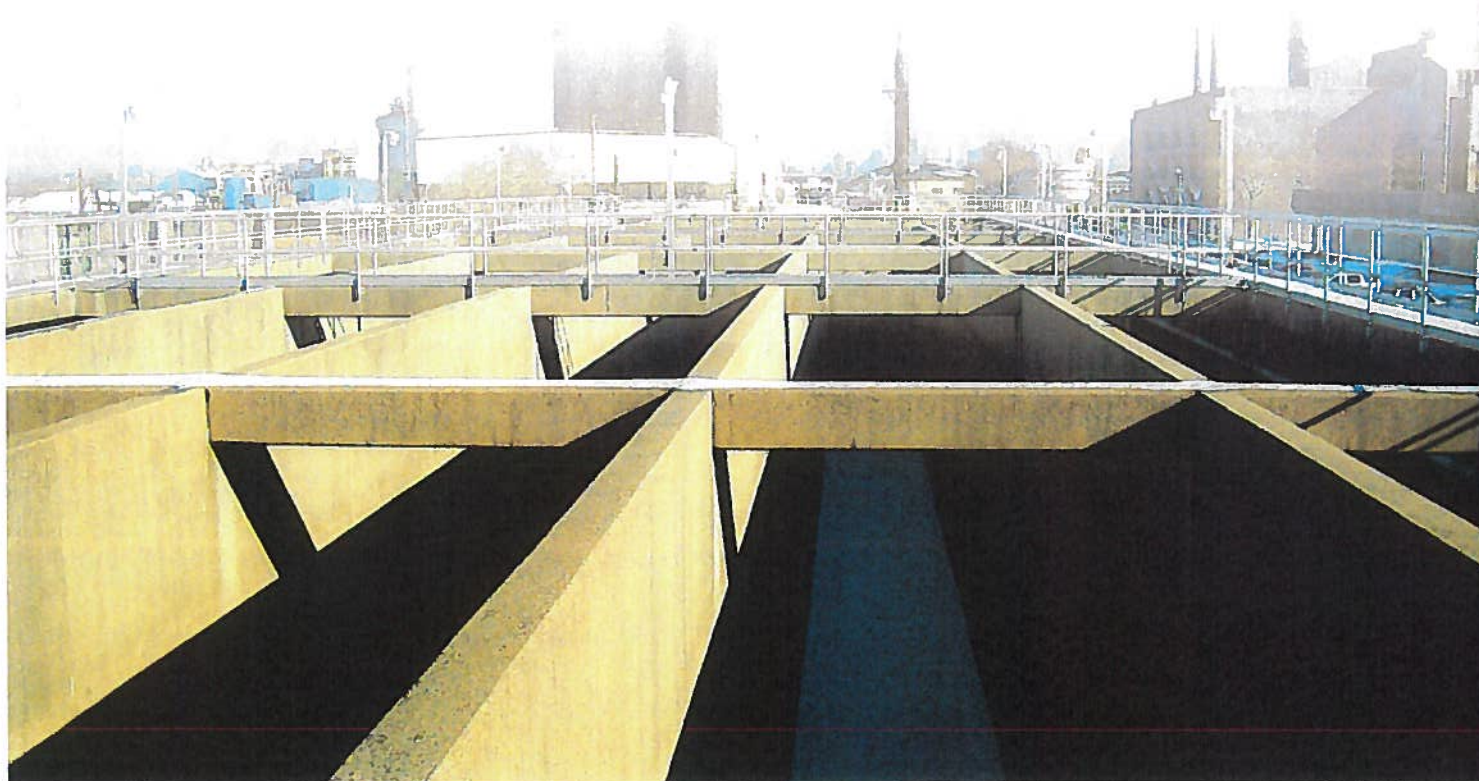
David A. Blair

**David A. Blair, PE
Vice President, Water**

SECTION 4

Attachment B

Acknowledgement of Receipt of Clarifications



ATTACHMENT B

ACKNOWLEDGEMENT OF RECEIPT OF CLARIFICATIONS

The undersigned Respondent hereby acknowledges receipt of the following clarifications to the RFP. By indicating date of receipt, Respondent acknowledges the submitted proposal takes into account the provisions of the issued clarification. Note that PVSC's record of clarification issued shall take precedence and that failure to include provisions of changes in proposal may be submit for rejection of the proposal.

**PROFESSIONAL SERVICES FOR
PROGRAM MANAGEMENT SERVICES**

Directions: Complete Part I or Part II, whichever is applicable

PART I: LISTED BELOW ARE THE DATES OF ISSUE FOR EACH CLARIFICATION RECEIVED IN CONNECTION WITH THIS REQUEST FOR PROPOSAL:

CLARIFICATION #1, DATED	December 24	,	2014
CLARIFICATION #2, DATED	December 30	,	2014
CLARIFICATION #3, DATED	January 5	,	2015
CLARIFICATION #4, DATED		,	

PART II: NO CLARIFICATION WAS RECEIVED IN CONNECTION WITH THIS REQUEST FOR PROPOSAL.

DATE: January 16, 2015

NAME David A. Blair, PE **SIGNATURE** 

ATTACHMENT B

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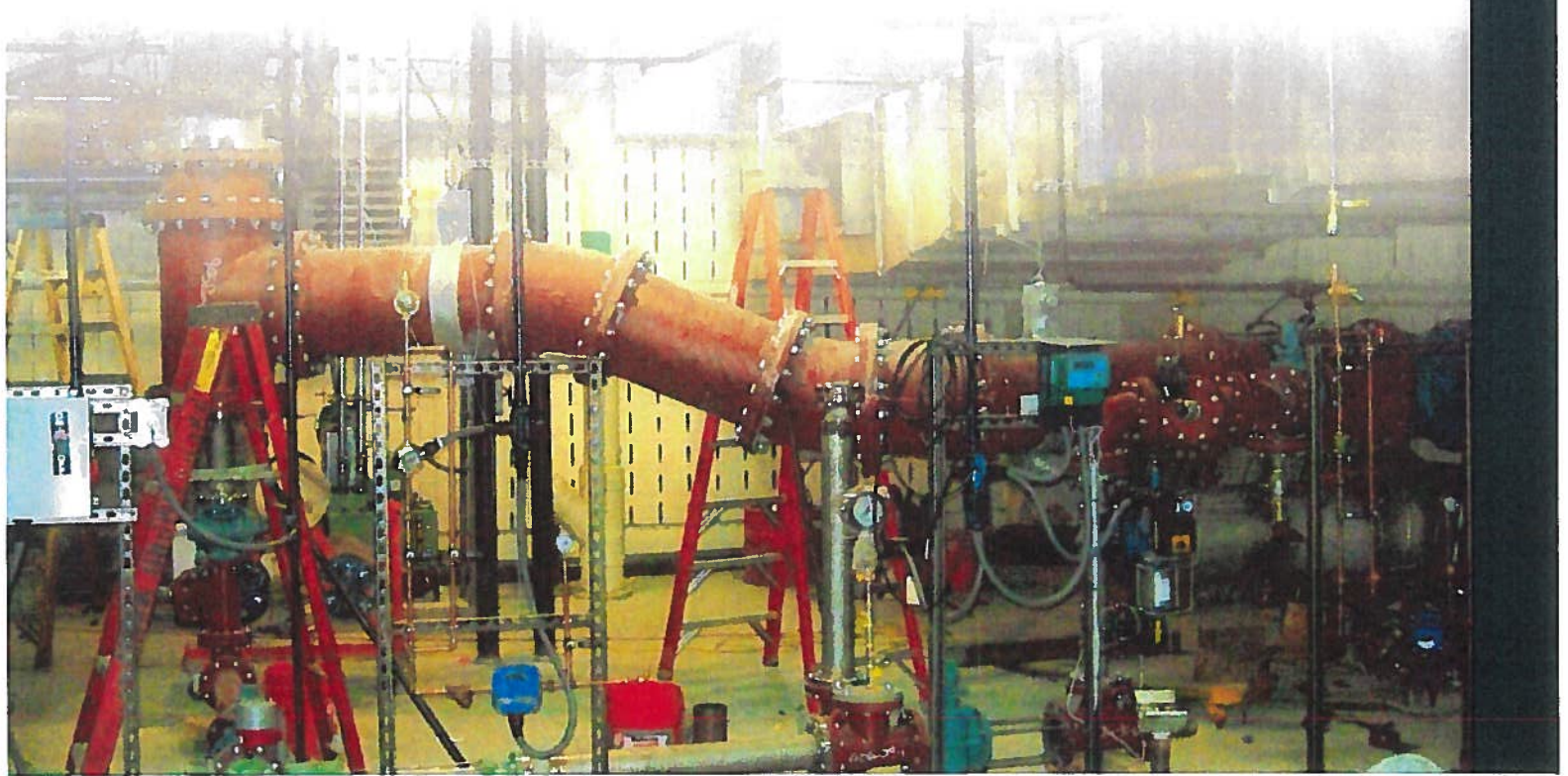
PART II: NO CLARIFICATION WAS RECEIVED IN CONNECTION WITH THIS REQUEST FOR PROPOSAL.

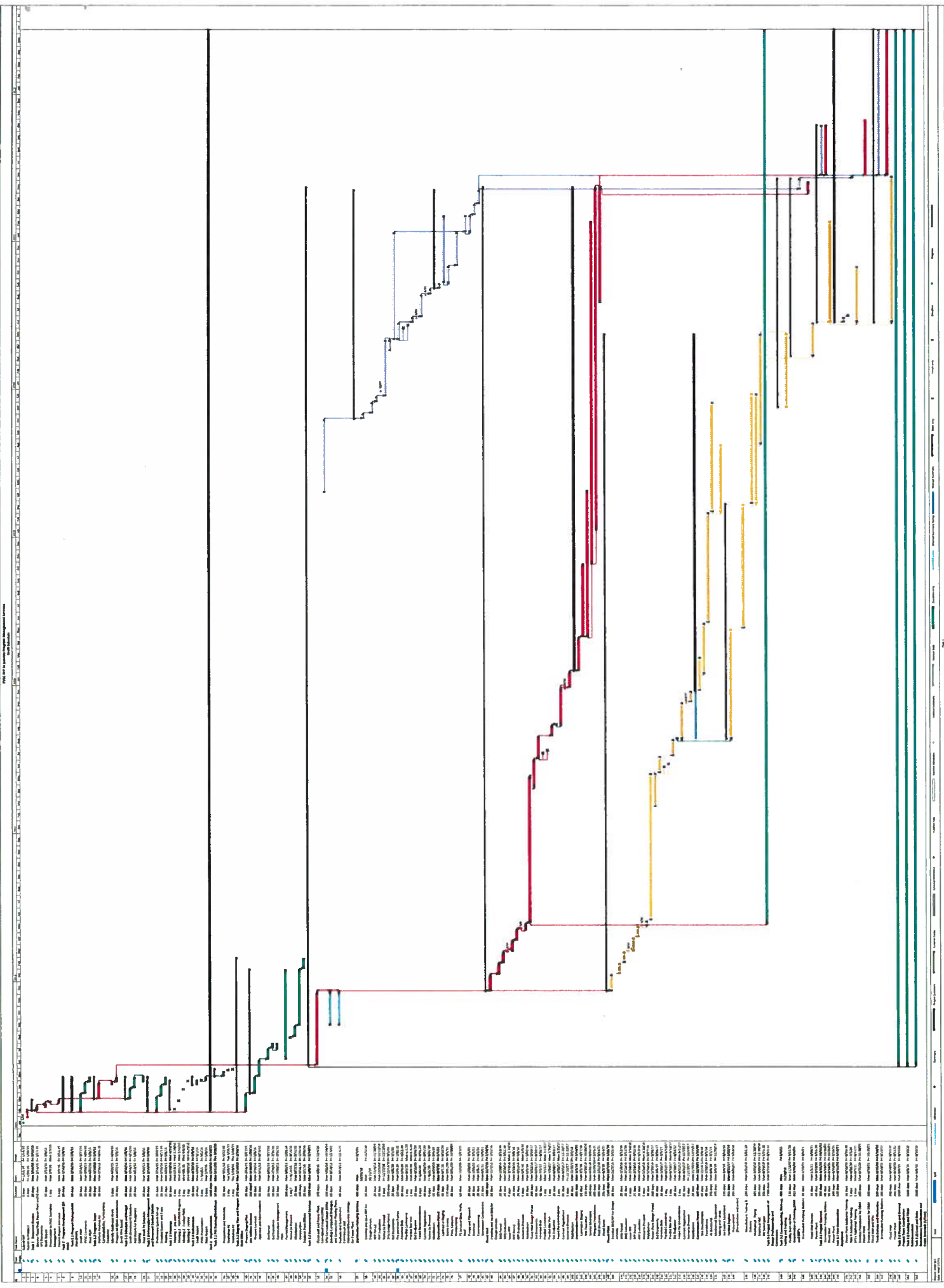
DATE: January 16, 2015

NAME Thomas McLaughlin, PE SIGNATURE 

SECTION 5

Schedule





SECTION 6

Attachment C Summary of Total Man Days Estimate



ATTACHMENT C

SUMMARY OF TOTAL MAN DAYS ESTIMATE

Description of Work	Estimate of Mandays														
	TITLE	Principal	Program Manager	Program Controls Manager	Project Controls - Field	Clerical - Field	FEMA Specialist	Planning & Engineering	Project Managers	Construction Support	Technical Leader II	Project Engineer II	Project Engineer I	Clerical - Office	CADD
	STAFF NAME	John Kinnean	Steve Roberts	VT Madhavan	Note 3	Note 3	James Dedes	Steve Bluso / Scott Davis	Note 2	Steve Scaglione / Robert Pape	Note 3	Note 3	Note 3	Note 3	Note 3
HOURLY RATE	\$250.00	\$215.00	\$215.00	\$120.00	\$50.00	\$195.00	\$190.00	\$150.00	\$195.00	\$175.00	\$150.00	\$125.00	\$70.00	\$90.00	
Task 1 - Document Review															
1.1 Review Studies and Reports	2	6	0	2	0	0	8	9	0	0	13	0	0	0	
SUBTOTALS	2	6	0	2	0	0	8	9	0	0	13	0	0	0	
Task 2 - Program Development															
2.1 Program Management Plan (PMP)	17	24	4	4	0	0	0	16	14	0	0	0	0	0	
2.2 Program Scope	1	14	0	0	0	15	30	18	8	25	19	0	0	2	
2.3 Schedule and Budget	3	6	16	2	0	0	20	12	0	0	0	0	0	0	
2.4 Information Management and Document Control System	3	3	28	40	0	1	2	1	3	1	0	0	0	0	
2.5 Meetings	4	4	4	0	0	0	4	0	0	0	0	0	0	0	
2.6 Deliverables	2	33	8	0	0	0	18	8	10	0	6	0	0	0	
SUBTOTALS	30	84	60	46	0	16	74	55	35	26	25	0	0	2	
Task 3 - Implementation															
3.1 Program Management Training/Workshops	3	5	12	10	6	0	0	0	0	0	0	0	0	0	
3.2 Staging Plan and Program Field Office	6	37	0	13	60	0	0	55	1	8	0	7	0	15	
3.3 Developmental Services	0	216	0	280	286	0	410	345	40	288	336	588	120	161	
3.4 Project Management of Design Professionals and Contractors	5	763	0	600	150	0	310	80	120	0	0	0	0	0	
3.5 Commissioning, Startup, Testing and Training	1	45	0	13	0	0	20	16	45	12	17	0	0	0	
3.6 Project Closeout	3	90	0	30	0	0	36	13	15	8	10	0	0	0	
3.7 Post Construction Assistance	0	69	0	15	0	0	50	13	13	6	12	0	0	0	
3.8 Meetings and General Project Team Coordination	110	280	48	200	120	0	90	0	0	0	0	0	350	0	
3.9 Funding and FEMA Reimbursement	0	0	0	0	60	240	18	6	0	0	0	0	0	0	
3.10 Local and State Stakeholder Coordination and Public Outreach	28	28	0	0	14	0	0	0	0	0	80	0	42	0	
SUBTOTALS	156	1533	60	1161	696	240	934	528	234	302	455	595	512	176	
														TOTAL MANDAY ESTIMATE	8075

Note: Insert additional proposed staff to meet Scope of Services as outlined in RFP.

- Notes:
- Rates shown above for multiple staff are blended rates
 - Project Managers include: Gabriel Moore, Mark Wiltanen, Lina Posso, Sri Gorugantula, John Bianco
 - Staff positions not identified in SOQ required to complete Scope of Services. Position to be filled by qualified staff from either AECOM or HDR subject to approval by PVSC.

SECTION 7

Attachment D Summary of Total Project Cost



SUMMARY OF TOTAL PROJECT COST

Description of Work	Estimate of Labor Costs														
	TITLE	Principal	Program Manager	Program Controls Manager	Project Controls - Field	Clerical - Field	FEMA Specialist	Planning & Engineering	Project Managers	Construction Support	Technical Leader II	Project Engineer II	Project Engineer I	Clerical - Office	CADD
	STAFF NAME	John Kinneen	Steve Roberts	VT Madhavan	Note 4	Note 4	James Dedes	Steve Bluso / Scott Davis	Note 3	Steve Scaglione / Robert Pape	Note 4	Note 4	Note 4	Note 4	Note 4
HOURLY RATE	\$250.00	\$215.00	\$215.00	\$120.00	\$50.00	\$195.00	\$190.00	\$150.00	\$195.00	\$175.00	\$150.00	\$125.00	\$70.00	\$90.00	
Task 1 - Document Review															
1.1 Review Studies and Reports	\$ 4,000	\$ 10,320	\$ -	\$ 1,920	\$ -	\$ -	\$ 12,160	\$ 10,800	\$ -	\$ -	\$ 15,600	\$ -	\$ -	\$ -	
SUBTOTALS	\$ 4,000	\$ 10,320	\$ -	\$ 1,920	\$ -	\$ -	\$ 12,160	\$ 10,800	\$ -	\$ -	\$ 15,600	\$ -	\$ -	\$ -	
Task 2 - Program Development															
2.1 Program Management Plan (PMP)	\$ 34,000	\$ 41,280	\$ 6,880	\$ 3,840	\$ -	\$ -	\$ -	\$ 19,200	\$ 21,840	\$ -	\$ -	\$ -	\$ -	\$ -	
2.2 Program Scope	\$ 2,000	\$ 24,080	\$ -	\$ -	\$ -	\$ 23,400	\$ 45,600	\$ 21,600	\$ 12,480	\$ 35,000	\$ 22,800	\$ -	\$ -	\$ 1,440	
2.3 Schedule and Budget	\$ 6,000	\$ 10,320	\$ 27,520	\$ 1,920	\$ -	\$ -	\$ 30,400	\$ 14,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2.4 Information Management and Document Control System	\$ 6,000	\$ 5,160	\$ 48,160	\$ 38,400	\$ -	\$ 1,560	\$ 3,040	\$ 1,200	\$ 4,680	\$ 1,400	\$ -	\$ -	\$ -	\$ -	
2.5 Meetings	\$ 8,000	\$ 6,880	\$ 6,880	\$ -	\$ -	\$ -	\$ 6,080	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2.6 Deliverables	\$ 4,000	\$ 56,760	\$ 13,760	\$ -	\$ -	\$ -	\$ 27,360	\$ 9,600	\$ 15,600	\$ -	\$ 7,200	\$ -	\$ -	\$ -	
SUBTOTALS	\$ 60,000	\$ 144,480	\$ 103,200	\$ 44,160	\$ -	\$ 24,960	\$ 112,480	\$ 66,000	\$ 54,600	\$ 36,400	\$ 30,000	\$ -	\$ -	\$ 1,440	
Task 3 - Implementation															
3.1 Program Management Training/Workshops	\$ 6,000	\$ 8,600	\$ 20,640	\$ 9,600	\$ 2,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
3.2 Staging Plan and Program Field Office	\$ 12,000	\$ 63,640	\$ -	\$ 12,480	\$ 24,000	\$ -	\$ -	\$ 66,000	\$ 1,560	\$ 11,200	\$ -	\$ 7,000	\$ -	\$ 10,800	
3.3 Developmental Services	\$ -	\$ 376,745	\$ -	\$ 272,688	\$ 116,385	\$ -	\$ 632,819	\$ 422,748	\$ 63,190	\$ 382,996	\$ 411,098	\$ 600,302	\$ 68,334	\$ 117,378	
3.4 Project Management of Design Professionals and Contractors	\$ 10,506	\$ 1,378,798	\$ -	\$ 605,160	\$ 63,038	\$ -	\$ 495,055	\$ 100,860	\$ 196,677	\$ -	\$ -	\$ -	\$ -	\$ -	
3.5 Commissioning, Startup, Testing and Training	\$ 2,101	\$ 81,318	\$ -	\$ 13,112	\$ -	\$ -	\$ 31,939	\$ 20,172	\$ 73,754	\$ 17,651	\$ 21,433	\$ -	\$ -	\$ -	
3.6 Project Closeout	\$ 6,304	\$ 162,637	\$ -	\$ 30,258	\$ -	\$ -	\$ 57,490	\$ 16,390	\$ 24,585	\$ 11,767	\$ 12,608	\$ -	\$ -	\$ -	
3.7 Post Construction Assistance	\$ -	\$ 124,688	\$ -	\$ 15,129	\$ -	\$ -	\$ 79,848	\$ 16,390	\$ 21,307	\$ 8,825	\$ 15,129	\$ -	\$ -	\$ -	
3.8 Meetings and General Project Team Coordination	\$ 231,138	\$ 505,981	\$ 86,740	\$ 201,720	\$ 50,430	\$ -	\$ 143,726	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 205,923	\$ -	
3.9 Funding and FEMA Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ 25,215	\$ 393,354	\$ 28,745	\$ 7,565	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
3.10 Local and State Stakeholder Coordination and Public Outreach	\$ 58,835	\$ 50,598	\$ -	\$ -	\$ 5,884	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,860	\$ -	\$ 24,711	\$ -	
SUBTOTALS	\$ 326,884	\$ 2,753,005	\$ 107,380	\$ 1,160,147	\$ 287,351	\$ 393,354	\$ 1,469,621	\$ 650,124	\$ 381,072	\$ 432,439	\$ 561,127	\$ 607,302	\$ 298,967	\$ 128,178	
TOTAL LABOR COST														\$ 10,289,469	

Note: Insert additional proposed staff to meet Scope of Services as outlined in RFP.

PRICING NOTES:

1. Rates shown above for multiple staff are blended rates
2. Escalation factors have been included for all tasks that extend beyond 2016
3. Project Managers Include: Gabriel Moore, Mark Wiltanen, Lina Posso, Sri Gorugantula, John Bianco
4. Staff positions not identified in SOQ required to complete Scope of Services. Position to be filled by qualified staff from either AECOM or HDR subject to approval by PVSC.

Summary of Costs	
Description	Cost
Task 1 - Document Review	\$54,800
Task 2 - Program Development	\$677,720
Task 3 - Implementation	\$9,556,949
Task 4 - Other Direct Costs and Out-of-Pocket Expenses	\$50,000
Task 5 - Information Document Management System	\$500,000
Task 6 - Administration of PVSC Funding Requirements	\$40,000
Task 7 - Speciality Consultant Allowance	\$100,000
TOTAL PROJECT COST	\$10,979,469

SECTION 8

Rate Sheets



AECOM+HDR JOINT VENTURE
RATE SHEET

CORE PROJECT TEAM ⁽¹⁾		
ROLE	NAME	Proposed Billing Rate
Principal-In-Charge	Kinneen	\$ 250.00
Program Manager	Roberts	\$ 215.00
Program Controls - Fast Start	Madhavan ⁽²⁾	\$ 215.00
FEMA	Dedes	\$ 195.00
Planning and Engineering Lead	Biuso	\$ 195.00
Planning and Engineering Deputy	Davis	\$ 180.00
Project Managers	Bianco	\$ 250.00
	Gorugantula	\$ 190.00
	Witatanen	\$ 230.00
	Moore	\$ 160.00
	Posso	\$ 140.00
Construction Manager Lead	Scaglione	\$ 250.00
Commissioning/Startup	Pape	\$ 165.00

NOTES:

⁽¹⁾ Rates are 2015 rates and good through 2016. As per Clarification No. 1, Annual rate adjustments should not be greater than the "Engineer's Pay Index of the U.S. Bureau of Labor Statistics - Employment Cost Index ("ECI") for Professional Specialty and Technical Workers Wages and Salaries" or 3% per year whichever is less.

⁽²⁾ Rate shown is a field rate for first 90 days and assumed to be in field.

SUPPORT TEAM ⁽¹⁾	
ROLE	Proposed Billing Rate
Program Advisors	\$ 250.00
Project Controls - Field	\$ 120.00
Senior Project Controls - Field	\$ 160.00
Senior Project Manager	\$ 185.00
Project Manager II	\$ 160.00
Project Manager I	\$ 140.00
Principal Engineer III	\$ 250.00
Principal Engineer II	\$ 230.00
Principal Engineer I	\$ 210.00
Project Engineer III	\$ 185.00
Project Engineer II	\$ 150.00
Project Engineer I	\$ 125.00
Technical Leader III	\$ 195.00
Technical Leader II	\$ 175.00
Technical Leader I	\$ 160.00
Engineer IV	\$ 130.00
Engineer III	\$ 115.00
Engineer II	\$ 100.00
Engineer I	\$ 90.00
Senior Scientist/Environmental	\$ 175.00
Scientist/Environmental II	\$ 120.00
Scientist/Environmental I	\$ 95.00
Senior Construction Manager	\$ 170.00
Construction Manager II	\$ 140.00
Construction Manager I	\$ 120.00
Resident Engineer III	\$ 140.00
Resident Engineer II	\$ 125.00
Resident Engineer I	\$ 95.00
Senior Inspector	\$ 85.00
Inspector II	\$ 75.00
Inspector I	\$ 65.00
Senior CADD Technician	\$ 150.00
CADD Technician II	\$ 120.00
CADD Technician I	\$ 90.00
CADD Drafter	\$ 70.00
IT Analyst	\$ 125.00
Senior Accountant	\$ 100.00
Accountant II	\$ 90.00
Accountant I	\$ 80.00
Senior Admin	\$ 90.00
Admin/Clerical	\$ 70.00
Admin/Clerical - Field	\$ 50.00

APPENDIX A

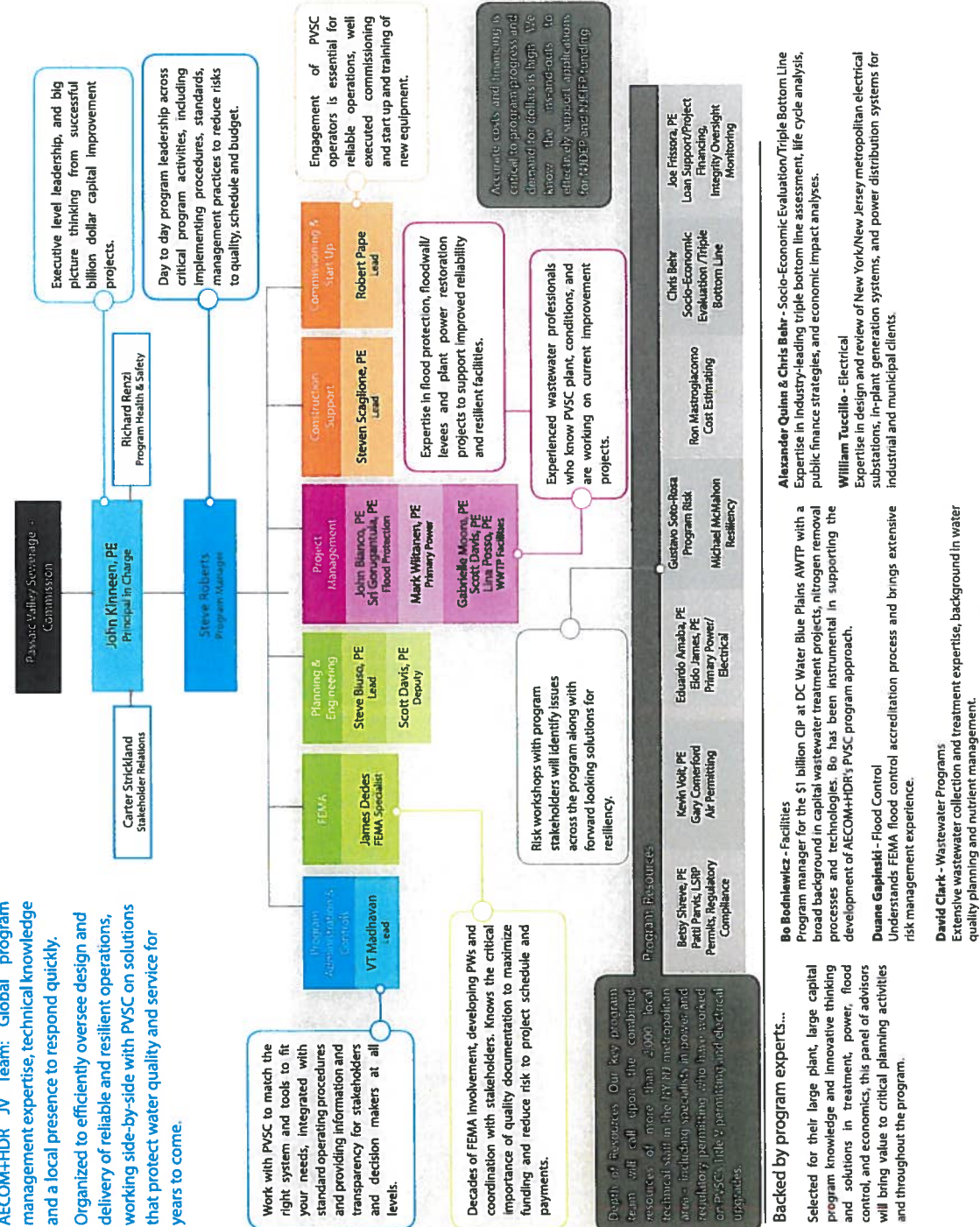
Organizational Chart Draft PMP Table of Contents



Key Lead Team Members

AECOM+HDR JV Team: Global program management expertise, technical knowledge and a local presence to respond quickly.

Organized to efficiently oversee design and delivery of reliable and resilient operations, working side-by-side with PVSC on solutions that protect water quality and service for years to come.



PROPOSED PM TEAM

Our Team brings together the qualifications, experience and strengths of two of the nation's leading water industry engineering and wastewater program management companies. Our proposed key lead team members have been hand-picked to meet your criteria. Your program will benefit from their wealth of relevant prior experience on world-class programs, and a proven ability to work successfully with owners and public agencies on the delivery of comparable projects and programs under all conditions.

All of our proposed staff are available immediately to perform the key tasks required to successfully deliver the planned repairs.

The Top Program Management Team

The PVSC program team will be led by Principal-in-Charge John Kinneen. John has successfully managed the delivery of more than \$10 billion in projects (domestic and overseas) at a senior management/executive level. In partnership with him is Steve Roberts, Program Manager. Steve will lead the program start up and mobilization to establish processes tailored to the execution and delivery of such a complex program. In collaboration with PVSC and consultants and stakeholders, Steve will provide leadership across critical program-building activities setting in place the goals, governance, program procedures, and creating standards for streamlined task delivery at the highest quality.

We are confident that our Team has the collective knowledge and experience needed to:

- Maximize FEMA recovery and design for additional revenue opportunities.
- Administer the restoration so that PVSC staff can focus on operations and regulatory obligations as well as other capital projects.
- Restore the plant to a reliable state of operation.
- Do it right the first time and plan for future technology.
- Minimize rate payers and environmental impacts.
- Bring state-of-the-art legacy systems that will remain in place for future programs, long after this resiliency program is completed.

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Required Forms



AECOM Required Forms

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- Proof of Insurance

ATTACHMENT A

CERTIFICATION OF INSURANCE

I HEREBY CERTIFY THAT MY OFFICE/FIRM/COMPANY CARRIES INSURANCE ADEQUATE TO COVER PASSAIC VALLEY SEWERAGE COMMISSION ("PVSC") AND PROTECT PVSC FOR ANY ERROR OR OMISSION BY THE UNDERSIGNED THAT CREATES LIABILITY TO PVSC. THIS INCLUDES ERRORS AND OMISSIONS POLICY AND ANY OTHER TYPE OF POLICY WHATSOEVER THAT CAN BE UTILIZED TO PROTECT THE INTERESTS OF PVSC. I HAVE ATTACHED HERETO COPIES OF THE DECLARATION PAGES OF EACH SUCH POLICY THAT I ASSERT DOES OR CAN PROTECT ANY ERROR, OMISSION OR ACTIVITY IN WHICH I OR ANYONE FROM MY OFFICE/FIRM/COMPANY MIGHT ENGAGE ON BEHALF OF PVSC.

I FURTHER CERTIFY THAT THE POLICIES OF INSURANCE THAT ARE CARRIED BY MY OFFICE/FIRM/COMPANY SHALL CONTINUE TO BE CARRIED DURING THE ENTIRE TERM OF MY APPOINTMENT AS **PROGRAM MANAGEMENT SERVICES** PROVIDER, IN THE EVENT THAT MY OFFICE/FIRM/COMPANY IS SELECTED TO SERVE IN THAT CAPACITY. IN THE EVENT THAT THE DECLARATIONS PAGE(S) SUBMITTED HEREWITH SHOWS THE POLICY OR POLICIES OF INSURANCE WILL LAPSE DURING THE COURSE OF THE TERM OF MY APPOINTMENT, I WILL PROVIDE TO PVSC A COPY OF THE RENEWAL POLICY DECLARATION PAGE. I FURTHER CERTIFY THAT THE RENEWED POLICY SHALL HAVE THE SAME OR GREATER LIMITS OF LIABILITY AS THE ONE PROVIDED FOR THE BEGINNING OF MY OFFICE'S/FIRM'S/COMPANY'S APPOINTMENT.

CERTIFYING OFFICIAL: NAME: David A. Blair, PE

TITLE: Vice President, Water

SIGNATURE: 

DATE: January 16, 2015



CERTIFICATE OF LIABILITY INSURANCE

4/1/2015

DATE (MM/DD/YYYY)

3/20/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC 19800 MacArthur Blvd., Suite 1250 CA License #0F15767 Irvine 92612 949-252-4400	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Property Casualty Co of America		25674
INSURER B: _____		
INSURER C: _____		
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		

COVERAGES AECTE01 **CERTIFICATE NUMBER:** 11000061 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N N/A	TRJUB-4245B231-14 (MA, WI) TC2JUB-4245B22A-14 (All Other States)	4/1/2014	4/1/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Notice of Cancellation applies per attached endorsement. All U.S. subsidiaries are covered.

CERTIFICATE HOLDER**CANCELLATION** See Attachment

11000061
 Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY ENDORSEMENT WC 99 06 11 (A)

POLICY NUMBER: TRJUB-4245B231-14
TC2JUB-4245B22A-14

NOTICE OF CANCELLATION

Except for non-payment of premium by you, we agree that no cancellation or limitation of this policy shall become effective until the number of days written notice specified in item 2 of the Schedule has been mailed to you and to the person or organization designated in item 1 of the Schedule at the address indicated.

SCHEDULE

1. **Name:** Any person or organization to whom you have agreed in a written contract that notice of cancellation or material limitations of this policy will be given but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation or material limitation of this policy; and

2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this Schedule.

Address: The address for that person or organization included in such written request from you to us

2. **Number of Days Written Notice:** 30 Additional Days

Evidence of Coverage

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 4/1/2014 Policy No. TRJUB-4245B231-14 Endorsement No.
TC2JUB-4245B22A-14

Insured AECOM Technology Corporation AECOM Technical Premium \$
Services, Inc.

Insurance Company Travelers Property Casualty Co of America

HDR Required Forms

- Attachment A - Certification of Insurance
- Proof of Insurance

ATTACHMENT A


CERTIFICATION OF INSURANCE

I HEREBY CERTIFY THAT MY OFFICE/FIRM/COMPANY CARRIES INSURANCE ADEQUATE TO COVER PASSAIC VALLEY SEWERAGE COMMISSION ("PVSC") AND PROTECT PVSC FOR ANY ERROR OR OMISSION BY THE UNDERSIGNED THAT CREATES LIABILITY TO PVSC. THIS INCLUDES ERRORS AND OMISSIONS POLICY AND ANY OTHER TYPE OF POLICY WHATSOEVER THAT CAN BE UTILIZED TO PROTECT THE INTERESTS OF PVSC. I HAVE ATTACHED HERETO COPIES OF THE DECLARATION PAGES OF EACH SUCH POLICY THAT I ASSERT DOES OR CAN PROTECT ANY ERROR, OMISSION OR ACTIVITY IN WHICH I OR ANYONE FROM MY OFFICE/FIRM/COMPANY MIGHT ENGAGE ON BEHALF OF PVSC.

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CERTIFYING OFFICIAL: NAME: Thomas McLaughlin, PE

TITLE: Senior Vice President

SIGNATURE: 

DATE: January 16, 2015



CERTIFICATE OF LIABILITY INSURANCE

6/1/2015

DATE (MM/DD/YYYY)
5/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER D : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER E : National Union Fire Ins Co Pittsburgh PA</td> <td>19445</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Company	19682	INSURER B : Travelers Property Casualty Co of America	25674	INSURER C : New Hampshire Insurance Company	23841	INSURER D : Lexington Insurance Company	19437	INSURER E : National Union Fire Ins Co Pittsburgh PA	19445	INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
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INSURER D : Lexington Insurance Company	19437													
INSURER E : National Union Fire Ins Co Pittsburgh PA	19445													
INSURER F :														
INSURED 1013472 HDR ENGINEERING, INC. 8404 INDIAN HILLS DRIVE OMAHA, NE 68114-4049														

COVERAGES HDRIN01 **CERTIFICATE NUMBER:** 312366 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER.	N	N	37CSEQU0950	6/1/2014	6/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A A A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	37CSEQU0951 (AOS) 37CSEQU0952 (HI) 37CSE1160 (MA)	6/1/2014 6/1/2014 6/1/2014	6/1/2015 6/1/2015 6/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0	N	N	ZUP-10R64084-14-NF (EXCLUDES PROF. LIAB)	6/1/2014	6/1/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
C C E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	027527762 (AOS) 027527764 (ME) 027527763 (CA)	7/1/2014 7/1/2014 7/1/2014	7/1/2015 7/1/2015 7/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	ARCHS & ENGS PROFESSIONAL LIABILITY	N	N	061853691	6/1/2014	6/1/2015	PER CLAIM: \$1,000,000. AGG: \$1,000,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

312366
FOR INFORMATION PURPOSES ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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About AECOM

Ranked as the #1 engineering design firm by revenue in Engineering News-Record magazine's annual industry rankings, AECOM is a premier, fully integrated infrastructure and support services firm, with a broad range of markets, including transportation, facilities, environmental, energy, water and government. With nearly 100,000 employees — including architects, engineers, designers, planners, scientists and management and construction services professionals — serving clients in more than 150 countries around the world, AECOM is a leader in all of the key markets that it serves. AECOM provides a blend of global reach, local knowledge, innovation and technical excellence in delivering solutions that create, enhance and sustain the world's built, natural and social environments. A Fortune 500 company, AECOM has annual revenue in excess of \$20 billion.

More information on AECOM and its services can be found at www.aecom.com.

Follow us on Twitter: @aecom

About HDR

HDR Engineering, Inc. (HDR) is a full service consulting firm with more than 95 years of experience managing complex projects and solving challenges for clients. HDR is an expertise-driven national firm that delivers tailored solutions through a strong local presence. HDR is consistently ranked among the top engineering firms by leading industry publications including Engineering News-Record (ENR) which has ranked HDR among the top 50 design firms since 1967. The most recent rankings in ENR place HDR at #11 in the overall Top 500 Design Firms and #7 in West-writer. The firm currently has more than 8,500 professionals representing more than 50 disciplines in over 185 offices across the world. Our ability to draw upon company-wide resources and expertise is a great strength in meeting and exceeding client expectations.

More information on HDR and its services can be found at www.hdrinc.com.

EXHIBIT C

ATTACHMENT F

**P.L.1975.C.127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICES CONTRACTS**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

ATTACHMENT F (Cont.)

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N**

EXHIBIT D

Part 3: Disclosure of Contributions Made

Check this box if no reportable contributions have been made by the above-named business entity or individual.

Name of Recipient	<u>The Leaders Fund</u>	Address of Recipient	<u></u>
Date of Contribution	<u>Feb 8, 2013</u>	Amount of Contribution	<u>\$2,000.00</u>
Type of Contribution (i.e. currency, check, loan, in-kind)	<u>Check</u>		

Delete

Contributor Name	<u>AECOM Technical Services, Inc.</u>		
Relationship of Contributor to the Vendor	<u>Vendor</u>		
Contributor Address	<u>605 Third Ave</u>		
City	<u>New York</u>	State	<u>New York</u>
		Zip	<u>10158</u>

Add a Contribution

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.

Check this box if no reportable contributions have been made by the above-named business entity or individual.

Name of Recipient	<u>Leaders Fund</u>	Address of Recipient	<u></u>
Date of Contribution	<u>6/24/2013</u>	Amount of Contribution	<u>\$2,000.00</u>
Type of Contribution (i.e. currency, check, loan, in-kind)	<u>Check</u>		

Delete

Contributor Name	<u>AECOM Technical Services, Inc.</u>		
Relationship of Contributor to the Vendor	<u>Vendor</u>		
Contributor Address	<u>605 Third Ave</u>		
City	<u>New York</u>	State	<u>New York</u>
		Zip	<u>10158</u>

Add a Contribution

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.

Check this box if no reportable contributions have been made by the above-named business entity or individual.

Name of Recipient	<u>Consulting Engineers PAC</u>	Address of Recipient	<u></u>
Date of Contribution	<u>6/19/2013</u>	Amount of Contribution	<u>\$450.00</u>
Type of Contribution (i.e. currency, check, loan, in-kind)	<u>Check</u>		

Delete

Contributor Name	<u>AECOM Technical Services, Inc.</u>		
Relationship of Contributor to the Vendor	<u>Vendor</u>		
Contributor Address	<u>605 Third Ave</u>		
City	<u>New York</u>	State	<u>New York</u>
		Zip	<u>10158</u>

Add a Contribution

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.

Check this box if no reportable contributions have been made by the above-named business entity or individual.

Name of Recipient	<u>The Leaders Fund</u>	Address of Recipient		
Date of Contribution	<u>Jul 1, 2014</u>	Amount of Contribution	<u>\$2,000.00</u>	
Type of Contribution (i.e. currency, check, loan, in-kind)	<u>Check</u>			
Contributor Name <u>AECOM Technical Services, Inc.</u>				
Relationship of Contributor to the Vendor <u>Vendor</u>				
Contributor Address <u>605 Third Ave</u>				
City	<u>New York</u>	State	<u>New York</u>	Zip <u>10158</u>

Delete

Add a Contribution

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.

Check this box if no reportable contributions have been made by the above-named business entity or individual.

Name of Recipient	<u>The Leader's Fund</u>	Address of Recipient		
Date of Contribution	<u>7/15/2011</u>	Amount of Contribution	<u>\$2,500.00</u>	
Type of Contribution (i.e. currency, check, loan, in-kind)	<u>Check</u>			
Contributor Name <u>AECOM Technical Services, Inc.</u>				
Relationship of Contributor to the Vendor <u>Vendor</u>				
Contributor Address <u>605 Third Ave</u>				
City	<u>New York</u>	State	<u>New York</u>	Zip <u>10158</u>

Delete

Add a Contribution

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.

Part 4: Certification

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

I understand that this certification will be in effect for two (2) years from the date of approval, provided the ownership status does not change and/or additional contributions are not made. If there are any changes in the ownership of the entity or additional contributions are made, a new full set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this continuing reporting responsibility and certifies that it will adhere to it.

(CHECK ONE BOX A, B or C)

(A) I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2008).

(B) I am certifying on behalf of the above-named business entity only.

(C) I am certifying on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Signed Name David A. Blair Print Name DAVID A. BLAIR
Phone Number (732) 564-3904 Date 3/13/2015
Title/Position VICE PRESIDENT

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us, or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. The agency should save the forms locally and keep the original forms on file, and submit copies to the Chapter 51 Review Unit.

EXHIBIT E

ATTACHMENT E

**STATEMENT OF OWNERSHIP
NOTICE FOR CORPORATIONS AND PARTNERSHIPS**

Chapter 33 of the Public Laws of 1977 (N.J.S.A. 52:25-24.2 et seq.) provides that no Corporation or Partnership shall be awarded any State, County, Municipal or School District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership there is submitted a statement. The statement shall set forth the names and home addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class or all individual partners in the partnership who own ten percent (10%) or greater interest therein. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of the corporation stock, or the individual partners owning 10% greater interest in that partnership, as the case may be shall also be listed. See below:

STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT

CONSULTANT: (CHECK ONE)

SOLE PROPRIETORSHIP **PARTNERSHIP** **CORPORATION**
JOINT VENTURE **OTHER (specify)** _____

Please check the appropriate paragraph:

I certify that the list below contains the names and home addresses of all individuals holding 10% or more ownership of the undersigned. If no, so state.

I certify that no one individual owns 10% or more of the undersigned.

AECOM Technical Services, Inc.

NAME OF CONSULTANT

SIGNATURE OF PRESIDENT, VICE PRESIDENT

Eugene C. DeStefano, PE
PRINT NAME

**THIS STATEMENT MUST BE SIGNED BY A DULY AUTHORIZED COMPANY OFFICIAL
SIMULTANEOUS WITH THE CONTRACT TO BE ENTERED WITH PASSAIC VALLEY
SEWERAGE COMMISSION**

Associate Vice President
TITLE

OWNERS

(USA)
NAME: The Earth Technology Corporation
HOME: 515 S. Flower St., 4th Floor
ADDRESS: Los Angeles, CA 90071-2261

HOME:
ADDRESS:

PERCENTAGE OF OWNERSHIP: 100

PERCENTAGE OF OWNERSHIP: _____

PLEASE ADD ADDITIONAL SHEETS FOR NAMES IF NECESSARY

ATTACHMENT E

STATEMENT OF OWNERSHIP NOTICE FOR CORPORATIONS AND PARTNERSHIPS

Chapter 33 of the Public Laws of 1977 (N.J.S.A 52:25-24.2 et seq.) provides that no Corporation or Partnership shall be awarded any State, County, Municipal or School District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership there is submitted a statement. The statement shall set forth the names and home addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class or all individual partners in the partnership who own ten percent (10) % or greater interest therein. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of the corporation stock, or the individual partners owning 10% greater interest in that partnership, as the case may be shall also be listed. See below:

STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT

CONSULTANT: (CHECK ONE)

 SOLE PROPRIETORSHIP PARTNERSHIP X CORPORATION

 JOINT VENTURE OTHER-specify _____

Please check the appropriate paragraph:

() I certify that the list below contains the names and home addresses of all individuals holding 10% or more ownership of the undersigned. If no, so state.

(X) I certify that no one individual owns 10% or more of the undersigned.

HDR Engineering, Inc.

NAME OF CONSULTANT

Thomas McLaughlin
SIGNATURE OF PRESIDENT, VICE PRESIDENT

Thomas McLaughlin, PE
PRINT NAME

THIS STATEMENT MUST BE SIGNED BY A DULY AUTHORIZED COMPANY OFFICIAL SIMULTANEOUS WITH THE CONTRACT TO BE ENTERED WITH PASSAIC VALLEY SEWERAGE COMMISSIONER

Senior Vice President
TITLE

OWNERS

NAME:	NAME:
HOME:	HOME:
ADDRESS:	ADDRESS:

PERCENTAGE OF OWNERSHIP: PERCENTAGE OF OWNERSHIP:

PLEASE ADD ADDITIONAL SHEETS FOR NAMES IF NECESSARY

EXHIBIT F

ATTACHMENT H

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

Quota Number: _____ Bidder/Offeror: HDR Engineering, Inc.

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

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

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	

Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

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

Full Name (Print): Thomas McLaughlin Signature: *Thomas McLaughlin*

Title: Senior Vice President Date: October 15, 2014

ATTACHMENT H

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

Quote Number: _____ Bidder/Offeror: AECOM Technical Services, Inc.

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

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

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

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

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

ADD AN ADDITIONAL ACTIVITIES ENTRY

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

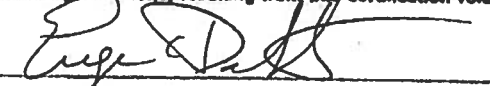
Full Name (Print): Eugene C. DeStefano, PE Signature: 
Title: Associate Vice President Date: October 15, 2014

EXHIBIT G

AECOM

ATTACHMENT I

DISCLOSURE OF EXISTING FEMA CONTRACTS

Does your firm have an active FEMA Technical Assistance Contract (FEMA TAC)?

Yes / No

If yes, provide:

1. Contract Duration – Start/End Dates: 2/27/2012 – 2/26/2017
2. Total Contract Capacity through end of contract inclusive of Prime and Subs:
\$ 500,000,000.00
3. Is your firm the Prime or Prime in a JV (include JV name)? Prime
4. Has your firm mobilized TAC contractors (including subcontractors) for Superstorm Sandy (in FEMA Region 2)? Yes*/No
5. Total number of people deployed under FEMA TAC contract (Prime and Subs) for Superstorm Sandy since 10.29.12: 126
6. Does your firm have FEMA TAC contractors currently deployed (including subcontractors) for Superstorm Sandy (in FEMA Region 2)? Yes*/No
7. Total (aggregate) contract value of all past and any current Prime (or JV Prime) FEMA TAC contracts: \$ 65,792,903.06

***Please note: AECOM Recovery PA TAC deployment for Superstorm Sandy has been limited to New York.**

Does your firm have an active FEMA Hazard Mitigation Technical Assistance Program (HMTAP) Contract?

Yes / No

If yes, provide:

1. Contract Duration – Start/End Dates: 9/18/2009 - 3/16/2015
2. Total Contract Capacity through end of contract inclusive of Prime and Subs:
\$ 150,000,000.00
3. Is your firm the Prime or Prime in a JV (include JV name)?
Prime of internal JV – AECOM Mitigation Services

ATTACHMENT I (Cont.)

DISCLOSURE OF EXISTING FEMA CONTRACTS

4. Has your firm mobilized HMTAP contractors (including subcontractors) for Superstorm Sandy (FEMA Region 2)? **Yes/No**
5. Total number of people deployed under FEMA HMTAP contract (Prime and Subs) for Superstorm Sandy since 10.29.12: 40
6. Does your firm have HMTAP contractors currently deployed (including subcontractors) for Superstorm Sandy (FEMA Region 2)? **Yes/No**
7. Total (aggregate) contract value of all past and current Prime (or JV Prime) FEMA HMTAP contracts: \$ 150,000,000.00

Does your firm have any other active contracts with FEMA?

Yes / No

If yes, provide the following for *each contract*:

1. Contract Name: Program Coordination and Planning Management Support Contract
2. Brief Summary of Contract
Scope: Provide management support services to FEMA's National Disaster Recovery Planning Division. This includes assisting with recovery planning, creating and conducting preparation exercises, preparing and delivering training, and preparation of recovery policy doctrine and guidance tools.
3. Contract Duration – Start/End Dates: 8/31/2009 – 2/28/2015
4. Total Contract Capacity through end of contract inclusive of Prime and Subs:
\$ 45,000,000.00
Total Amount Expended to Date inclusive of Prime and Subs:
\$ 21,546,049.00
5. Is your firm the Prime or Prime in a JV (include JV name) or Sub?
Junior partner in Coordination and Planning Partners JV

AECOM

ATTACHMENT I (Cont.)

DISCLOSURE OF EXISTING FEMA CONTRACTS

Does your firm have any other active contracts with FEMA?

Yes / No

If yes, provide the following for *each contract*:

1. Contract Name: FEMA Risk MAP PTS
2. Brief Summary of Contract
Scope: Provide professional and technical services (PTS) to FEMA for Risk MAP program. Risk MAP combines flood hazard mapping, risk assessment tools and Hazard Mitigation Planning into one seamless program. The intent of this integrated program is to encourage beneficial partnerships and innovative uses of flood hazard and risk assessment data in order to maximize flood loss reduction.
3. Contract Duration – Start/End Dates: 2/15/2009 – 2/28/2015
4. Total Contract Capacity through end of contract inclusive of Prime and Subs:
\$ 600,000,000.00
5. Is your firm the Prime or Prime in a JV (include JV name) or Sub?
No (minority partner under Baker AECOM)

ATTACHMENT I

DISCLOSURE OF EXISTING FEMA CONTRACTS

Does your firm have an active FEMA Technical Assistance Contract (FEMA TAC)?

Yes No

If yes, provide:

1. Contract Duration – Start/End Dates: _____
2. Total Contract Capacity through end of contract inclusive of Prime and Subs:
\$ _____
3. Is your firm the Prime or Prime in a JV (include JV name)? _____
4. Has your firm mobilized TAC contractors (including subcontractors) for Superstorm Sandy (in FEMA Region 2)? **Yes/No**
5. Total number of people deployed under FEMA TAC contract (Prime and Subs) for Superstorm Sandy since 10.29.12: _____
6. Does your firm have FEMA TAC contractors currently deployed (including subcontractors) for Superstorm Sandy (in FEMA Region 2)? **Yes/No**
7. Total (aggregate) contract value of all past and any current Prime (or JV Prime) FEMA TAC contracts: \$ _____

Does your firm have an active FEMA Hazard Mitigation Technical Assistance Program (HMTAP) Contract?

Yes No

If yes, provide:

1. Contract Duration – Start/End Dates: _____
2. Total Contract Capacity through end of contract inclusive of Prime and Subs:
\$ _____
3. Is your firm the Prime or Prime in a JV (include JV name)?

EXHIBIT H

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Passaic Valley Sewerage Commission of Newark, New Jersey, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.