

**NJ TRANSIT Contract No. 15-031  
Design, Engineering, Construction Assistance, and  
other Technical Services for the  
NJ TRANSITGRID Project**

**Jacobs Engineering Group, Inc.**

**Change Order No. 2  
Phase I Supplementary Scope of Services**



Change Order No.: 2 Effective Date: 5/26/2022

Contract No.: 15-031 Purchase Order No.: L-97057

Contractor: Jacobs Engineering Group, Inc. (Jacobs)  
412 Mt. Kemble Avenue, Suite 100S, Morristown, NJ, 07960-6666  
Attn: Hina Patel

**The New Jersey Transit Corporation (NJ TRANSIT) hereby authorizes the Contractor to execute the following change(s) to the above listed contract:**

In accordance with NJ TRANSIT Contract No. 15-031, NJ TRANSIT and the Consultant have mutually agreed to include the following changes to the Contract:

**Section 1: Time Extension**

This Change Order amends Article No. 4 of the Agreement entitled “Effective Date and Term of Agreement” to extend the period of performance of NJ TRANSIT Contract No. 15-031 for Design, Engineering, Construction Assistance, and other Technical Services for the NJ TRANSITGRID Project through August 30, 2023.

**Section 2: Scope of Work**

In addition to the work identified in Exhibit A (Scope of Services) of Contract No. 15-031, NJ TRANSIT shall, subject to the availability of funds and audits, pay the Consultant for the supplementary Scope of Services included as Attachment A to this Change Order No. 2.

**Section 3: Cost Information**

Jacobs’ total costs and fees for the extension of Contract No. 15-031 and the supplementary scope of services shall be in accordance with the Proposal dated April 27, 2022, included as Attachment B to this Change Order No. 2. The total cost for Change Order No. 2 is an amount not to exceed \$2,811,745.76.

All invoices billed shall include actual hours and contract rates for personnel working on this Contract.

All other terms and conditions of NJ TRANSIT Contract No. 15-031 shall remain in full force and effect.



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**Section 4: Change Order Cost Summary**

The Total Value of Change Order No. 2 is .....\$2,811,745.76

Original Contract Value:.....\$17,196,982.06

Modifications to Date: ..... \$859,849.10

Value of this Modification: .....\$2,811,745.76

Present Contract Value:.....\$20,868,576.92

**CONTRACTOR**

**NJ TRANSIT**

\_\_\_\_\_  
President or Duly Authorizd Designee

\_\_\_\_\_  
Contracting Officer or Duly Authorized Designee

Hina Patel, PE, PMP  
Division Vice President

**NJ TRANSIT Contract No. 15-031  
Design, Engineering, Construction Assistance  
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NJ TRANSITGRID Project**

**Jacobs Engineering Group, Inc.**

**Change Order No. 2**

**Attachment A  
Scope of Services**

## **SCOPE OF WORK PHASE 1 INTERIM**

Jacobs Contract #15-031 SUPPLEMENTARY FUNDING FOR CONTINUED DESIGN, ENGINEERING, CONSTRUCTION ASSISTANCE AND OTHER TECHNICAL SERVICES FOR THE NJ TRANSITGRID PROJECT

### **Background**

The NJ TRANSITGRID Project received Notice to Proceed (NTP) for Phase 1 of a two-phase Contract with Jacobs Engineering Group, Inc. (Jacobs), Morristown, NJ on November 8, 2016. The Jacobs Contract includes design, engineering, construction assistance and other technical services. The *original* Contract period was not to exceed 15 months. Due to delays outside the control of the project team, the Phase 1 efforts are currently at 53 months.

This scope of services sets out NJ TRANSIT's desire to retain Jacobs to act as owner's representative and transaction advisor to advise and act on behalf of NJ TRANSIT during the current JIPA procurement phase of the project, during which NJ TRANSIT desires to select a successful Developer following a competitive two-step solicitation process. The selected Developer will enter into the comprehensive JIPA negotiations with NJ TRANSIT leading up to commercial and financial close, followed by a notice to proceed under the JIPA provisions. Jacobs is expected to provide NJ TRANSIT with technical, procurement, commercial and financial best practices advisory services related to similar JIPA and P3 procurements undertaken by public transit and other public agencies and authorities in the US. Furthermore, by virtue of its ongoing role as NJ TRANSIT's technical and transaction advisor, Jacobs and its team will not be eligible to participate in any future solicitations involving actual design or construction that are directly related to this project.

### **Task 1: JIPA Procurement Documents**

This task includes, but is not limited to, Jacobs providing continued support, specifically crafting technical, commercial, procurement documentation, performance specifications and criteria, financial capabilities and financial structuring expertise, employing supplementary outside legal counsel as a Subconsultant vendor to provide the necessary documents for the development of contract term sheets, following the selection of the Shortlisted Respondents from the most responsive SOQs referenced above. This Task includes drafting specific sections, advising on provisions in the formal JIPA Request for Proposals (RFP) to be issued to Shortlisted Respondents during the second step of the procurement process; providing NJ TRANSIT with industry best practices for soliciting responsive proposals for long-term arrangements such as that inherent in JIPAs; developing technical, commercial, financial, and long-term operations and maintenance evaluation criteria to be utilized in the formal RFP; developing health and safety sections, security sections, project insurance provisions; commissioning requirements and protocols and substantial completion requirements. Specific support for the development of the JIPA RFP procurement document will include, but are not limited to, the following sub-tasks:

#### **Task 1A: RFP Support**

This task includes, but is not limited, to development of a Project RFP incorporating requirements relative to technical/operational requirements including but not limited to, analysis of related State and Federal statutory requirements, incorporation of renewable energy power generation technology(s), required financial conditions defining a successful RFP response as well as satisfaction of NJ TRANSIT standard procurement/administrative contract requirements. This task will also include continued support to develop responses to Requests for Information (RFIs)

generated by Proposers during the procurement/bidding process, assistance with technical, commercial and financial one-on-one meetings with Shortlisted Respondents; preparing necessary documentation to be released to the Shortlisted Respondents in virtual data rooms and other means of communication.

Jacobs shall also provide technical and transactional support to NJ TRANSIT in the selection of a Developer and determination of Proposers' eligibility for a previously Board authorized stipend award. Jacobs shall provide Technical and legal support through its Subconsultant vendor which is necessary in the related evaluation of technical and financial qualifications during the procurement process. This task will also include the support necessary to reach financial close with the selected Developer.

Specifically, Jacobs shall provide:

1. Preparation of iterative RFP document packages, including performance based output specifications, technical specifications, performance criteria, O&M requirements, commercial arrangements, state of practice financial parameters, funding, drawdowns, arrangements for trustee stewardship, private financing, governance and teaming arrangements performance criteria or specifications
2. Preparation for one on one meetings with Shortlisted Respondents, including participation in such meetings as necessary and appropriate
3. Assistance with NJ TRANSIT's financial and legal advisors in their respective RFP tasks
4. Assistance in responding to questions from Shortlisted Respondents
5. Providing support for RFP amendments, and advising on alternative technical concepts and how these will be accommodated during the RFP phase
6. Participation in oral presentations by Shortlisted Respondents
7. Developing the formal evaluation criteria for the technical, commercial and financial evaluations and scoring of proposals submitted
8. Providing assistance in the review of proposals, including advising on industry best practices on scoring criteria and weights
9. Providing a technical, financial and commercial synopsis of each proposal submitted by Shortlisted Respondents to the RFP, including compliance with RFP requirements
10. Support for negotiation strategies for commercial, financial and technical changes to the RFP proposed by Proposers prior to best and final submissions as appropriate.
11. Development of the final RFP resulting from the iterative discussions with Shortlisted Respondents. In turn the final RFP will form the basis for the negotiated JIPA.

#### **Task 1B: Proposed Amendments to the JIPA Provisions Following Completion of RFP iterative modifications**

Should amendments to the JIPA provisions be required, Jacobs shall provide technical assistance in:

1. Analyzing any proposed changes to the JIPA resulting from negotiations to confirm their validity, feasibility, effects on project costs and on the project's overall proposed financial structure and timing of the lead up to commercial and financial close
2. Preparing an independent cost estimate for the proposed change
3. Assisting NJ TRANSIT in negotiation of the proposed changes as required
4. Advising on proposed amendments of a technical nature such as proposed alternative technical concepts, renewables energy configurations arising out of confidential meetings with Shortlisted Respondents
5. Advising on proposed adjustments to performance specifications as outlined in the draft RFP as required

6. Assisting in the conveying of information to Shortlisted Respondents and participate in meetings with Proposers as necessary and appropriate.

### **Task 1C: Engineering and Transaction Support**

This task includes the continued engineering and transaction advisory support necessary to advance this project through the JIPA procurement cycle as it relates to renewable energy power generation, permitting/environmental/regulatory compliance, cyber security, RFP preparation and other NJ TRANSIT and outside agency projects that require coordination with the NJ TRANSITGRID Project.

### **Task 1D: Proposer Selection and Negotiations with Selected Proposer**

This task relates to Jacobs providing ongoing support to NJ TRANSIT and its Project Manager during the JIPA negotiation phase, following the selection of the Developer. The negotiations with the successful Proposer will require ongoing Jacobs support with federal credit support agencies such as the Build America Bureau, the Federal Transit Administration for its grant program, and other agencies as appropriate. Jacobs shall also assist with support during the important briefings and project agreements provisions with numerous New Jersey State agencies and offices, including, but not limited to the State Attorney General's Office, the Office of the Governor, the NJ TRANSIT Board and other staff as appropriate at the time of extensive negotiations over final JIPA terms and conditions.

Jacobs support shall include:

1. Support for negotiations with the selected JIPA Developer
2. Support activities leading to commercial and financial close, including technical, renewables, project performance obligations, commissioning requirements, advisory services regarding Substantial Completion requirements and provisions for Final Acceptance of the capital works; operations and maintenance key performance indicators and metrics; financial arrangements such as drawdowns and other mechanical arrangements needed to draw upon the FTA grants and other state monies if appropriate; setting up the indenture trustee agent requirements, and so on
3. Jacobs shall serve NJ TRANSIT only and shall not provide advice to the successful Proposer except only as directed by NJ TRANSIT, in full consultation with NJ TRANSIT staff and as reasonable and appropriate
4. Jacobs shall provide ongoing advice in the lead up to commercial and financial close on the JIPA transaction.

### **Duration of Phase 1 Interim Support**

The proposed NJ TRANSITGRID Project Phase I Interim activities shall conclude following the selection of a successful Developer, and specifically with the commercial close of the JIPA agreement with said Developer. At that time, Phase 2 Construction Assistance shall begin after necessary Board approval. The anticipated duration of this Phase 1 Interim Support will extend until August 30, 2023, unless otherwise extended or amended by NJ TRANSIT.

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Design, Engineering, Construction Assistance, and  
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NJ TRANSITGRID Project**

**Jacobs Engineering Group, Inc.**

**Change Order No. 2  
Phase I Supplementary Scope of Services**

**Purchase Order**

**PURCHASE ORDER INSTRUCTIONS**

ALL PACKAGES MUST BE ACCOMPANIED BY A PACKING SLIP. REFERENCE PURCHASE ORDER NUMBER, PURCHASE ORDER LINE NUMBER, AND NJT CATLOG NUMBER ON ALL INVOICES, PACKING SLIPS AND BILLS OF LADING. INVOICES WITHOUT PURCHASE ORDER NUMBERS WILL BE RETURNED. VENDOR MUST SUPPLY ORIGINAL NON-CONSTRUCTION INVOICE AND ANY FREIGHT BILLS IN EXCESS OF \$100 TO:

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PURCHASE ORDER NO <b>L97057</b>		REV NO <b>5</b>	
VENDOR NO [REDACTED]		ISSUE DATE <b>09/30/17</b>	
DATE CHANGED <b>05/13/22</b>		PAGE NO <b>1</b>	

<b>SUPPLIER:</b> Jacobs Engineering Group Incorporated 412 MT. KEMBLE AVENUE SUITE 100 SUITE 100 MORRISTOWN, NJ, 07960-6166	<b>SHIP TO:</b> NEWARK HEADQUARTERS NJ TRANSIT HEADQUARTERS ONE PENN PLAZA EAST NEWARK, NJ 07105-2246	<b>BILL TO:</b> NEWARK HEADQUARTERS NJ TRANSIT HEADQUARTERS ONE PENN PLAZA EAST NEWARK, NJ 07105-2246
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\* CHANGE ORDER - DO NOT DUPLICATE \*

<b>BUYER:</b> [REDACTED]	[REDACTED]			NJ TRANSIT IS EXEMPT FROM NJ SALES & USE TAXES PURSUANT TO SECT 9(A)(1), OF NJSA 54:32B-1 ET SEQ.
<b>TERMS</b> NET 45	<b>FREIGHT TERMS</b> 100	<b>FOB</b> DESTINATION	<b>QUOTATION NO</b>	FEDERAL T.I.N.: [REDACTED] TAX EXEMPT #S [REDACTED]

**NJ TRANSIT ETHICS CODE:** NJ TRANSIT IS AN INSTRUMENTALITY OF THE STATE OF NEW JERSEY AND ITS EMPLOYEES AND OFFICERS AND MEMBERS OF THE NJ TRANSIT BOARD OF DIRECTORS ARE PUBLIC SERVANTS AND ARE GOVERNED BY CIVIL AND CRIMINAL LAWS THAT CONTROL HOW NJ TRANSIT AND ITS PERSONNEL CONDUCT BUSINESS WITH VENDORS, CONTRACTORS AND CONSULTANTS. THESE PROVISIONS INCLUDE THE CONFLICTS OF INTEREST LAW, NJSA 52:13D-12; THE GIFTS TO PUBLIC SERVANTS LAW, NJSA 2C:27-6; AND THE COMPENSATION FOR PAST OFFICIAL BEHAVIOR LAW, NJSA 2C:27-4. THESE PROVISIONS CONTAIN UNEQUIVOCAL AND STRINGENT RESTRICTIONS RELATING TO GIFTS AND GRATUITIES BY ANY NJ TRANSIT EMPLOYEE OR ANY PERSON, COMPANY OR ENTITY DOING BUSINESS WITH OR WANTING TO DO BUSINESS WITH NJ TRANSIT. THE TERM "GIFT" INCLUDES ALL THINGS AND OBJECTS, TANGIBLE OR INTANGIBLE INCLUDING SERVICES, GRATUITIES, MEALS, ENTERTAINMENT, EVENT TICKETS, MEMBERSHIP CLUB ACCESS, TRAVEL COSTS AND LODGING. ALSO, NJ TRANSIT'S CODE OF ETHICS AND CODE OF CONTRACTORS AND CONSULTANTS FROM OFFERING ANY GIFTS TO ANY NJ TRANSIT EMPLOYEE. DO NOT, UNDER ANY CIRCUMSTANCES, TEMPT OR PUT AN NJ TRANSIT EMPLOYEE IN THE AWKWARD POSITION OF HAVING TO REFUSE A GIFT OR RETURN A GIFT NO MATTER HOW WELL INTENTIONED OR INNOCUOUS THE GIFT MAY BE.

LINE NUMBER	ITEM NUMBER/ MPN/MFR /DESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	AMOUNT
1	<b>CONTRACT #:15-031</b> <b>SOURCE DOCUMENT:</b>  PROVIDE DESIGN,ENGINEERING,CONSTRUCTION ASSISTANCE AND OTHER TECHNICAL SERVICES FOR THE NJ TRANSIT GRID IN ACCORDANCE WITH NJ TRANSIT'S CONTRACT NO 15-031 NJ TRANSIT PROJECT MANAGER NICK MARTON 856-614-7003 JACOBS PROJECT MANAGER ROGER COPELAND 817-965-0036  MR # GL #1.8840.50371.PXK2100.C.999.00000.00000 NJ TRANSITGRID CENTRAL POWER PLANT	01/15/20	13845409.56	\$	1	13,845,409.56

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VENDOR NO [REDACTED]		ISSUE DATE 09/30/17	
DATE CHANGED 05/13/22		PAGE NO 2	

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<b>TERMS</b> NET 45		<b>FREIGHT TERMS</b> 100		<b>FEDERAL T.I.N.:</b> [REDACTED]	
		<b>FOB</b> DESTINATION		<b>TAX EXEMPT #S</b> [REDACTED]	
				<b>QUOTATION NO</b>	

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2	PRELIMINARY DESIGN,ENGINEERING, CONSTRUCTION ASSISTANCE AND OTHER TECHNICAL SERVICES.  NJ TRANSITGRID CENTRAL POWER PLANT PRELIMINARY DESIGN,ENGINEERING, CONSTRUCTION ASSISTANCE AND OTHER TECHNICAL SERVICES. MR # GL #1.8840.50371.SMS2100.C.000.00000.00000	01/15/20	4211421.6	\$	1	4,211,421.60
*3	NJ TRANSITGRID CENTRAL POWER PLANT PRELIMINARY DESIGN,ENGINEERING, CONSTRUCTION ASSISTANCE AND OTHER TECHNICAL SERVICES. MR #500000602154 GL #1.8825.50371.SMS2100.C.000.00000.00000  CHANGE ORDER NO. 2 - SUPPLEMENTARY DESIGN, ENGINEERING, CONSTRUCTION ASSISTANCE, AND OTHER TECHNICAL	05/01/22	2811745.76	\$	1	2,811,745.76

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DATE CHANGED <b>05/13/22</b>		PAGE NO <b>3</b>	

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	SERVICES FOR THE NJ TRANSITGRID PROJECT					
	THE TOTAL EXPENDITURE AMOUNT OF THE FUNDING FOR THE CHANGE ORDER NO. 2 IS \$2,811,745.76.					
	*REFER TO CONTRACT NO. 15-031 FOR THE COMPLETE TERMS AND CONDITIONS OF THIS AGREEMENT.					
ORIG AMT		17,196,982.06	THIS CHANGE	2,811,745.76	** TOTAL:	\$ 20,868,576.92

WHEN THIS BOX IS CHECKED, THE TERMS AND CONDITIONS OF THE ATTACHED CONTRACT REPLACES THOSE SHOWN ON THE REVERSE SIDE OF THIS PURCHASE ORDER.

Authorized NJ Transit Signature / Date  
