

ENGAGEMENT QUERY REVISED

EQ2015-001-P3 -- Passaic Valley Sewerage Commission - Sandy Contracts

I. GENERAL INFORMATION:

On March 27, 2013, P.L. 2013, Chapter 37 (N.J.S.A. § 52:15D-1, et seq.), the Integrity Oversight Monitor Law (the Law) was enacted for the purpose of authorizing the deployment of Integrity Oversight Monitors (Monitors) for recovery and rebuilding contracts resulting from Superstorm Sandy and subsequent major storms in NJ. The Law permits the State Treasurer to require Integrity Oversight Monitor services on any State or non-State, federally funded recovery and rebuilding contract of \$5 million or more. Pursuant to the Law, the Treasurer established a pool of qualified integrity monitors (Pool) from which the Treasurer could require the use of services on any State or non-State, federally funded recovery and rebuilding contracts. Consequently, the Treasurer has required monitoring on any such contracts valued at \$5 million or more.

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

This State is seeking to retain the services of one prequalified Contractor with knowledge of FEMA’s Public Assistance Program (PA) and Hazard Mitigation Grant Program (HMGP), and with experience with state and local procurement regulations.

The purpose of this Engagement Query is to provide PVSC with a monitor in order to minimize the risk of deobligation; and prevent or rectify the duplication of benefits, process and payment errors, waste, fraud, abuse, malfeasance, and mismanagement of funds. This Contractor will serve as the Integrity Oversight Monitor pursuant to the Law.

The Contractor will be responsible for reviewing the PVSC’s financial and administrative functions for these contracts; ensuring that proper controls are in place; verifying that the contracts are procured in accordance with all federal, state, and local laws, regulations and ordinances; and confirming that all contract requirements, terms and conditions, and deliverables are met. The Contractor will leverage the New Jersey Environmental Infrastructure Trust’s (NJEIT) reviews and recommendations without duplicating or recreating efforts.

The State will procure one (1) Monitor to provide oversight for contracts and potential contracts identified in this Engagement Query. Monitoring of a potential contract will not begin until PVSC procures and executes that contract, and it exceeds the \$5 million threshold as defined by the Law. Contract award is subject to the availability of federal funding, and the level or amount of work awarded to the Contractor is not guaranteed. The State will control the assignment of this work through issuance of Task Orders for each contract.

A. Background

When Superstorm Sandy hit, millions of gallons of water, including bay and wastewater, flooded the PVSC. The storm destroyed buildings; flooded the underground substructure; washed away vehicles; short-circuited systems; and demolished critical equipment. PVSC immediately began recovery operations. As a result of Superstorm Sandy, PVSC is receiving funding from both FEMA's PA and HMGP programs in connection with rebuilding and recovery operations.

This engagement query focuses on ~~nine (9)~~ fourteen (14) contracts in total that may require monitoring: ~~three (3) individual contracts that have been procured; one (1) contract for the administration and control building that has not yet been procured; and five (5) contracts for the construction of the floodwall and standby power generator that has not yet been procured.~~ These contracts have either exceeded the \$5 million threshold, or are expected to exceed the \$5 million threshold. Some contracts may not require oversight if they do not meet the criteria outlined in the Law. Task Orders will be issued for contracts requiring oversight as necessary. If it is determined that a contract requires monitoring, the Contractor is responsible for services set forth in the Scope of Work. Information on these projects is provided below, and in the associated attachments. Specific details for contracts not yet procured cannot be disclosed in this engagement query due to procurement rules and security concerns. The Contractor awarded this engagement will have access to the necessary documentation in order to perform monitoring duties.

B. Project Description and Contract Details (Project Worksheets - Attachment 1 PW # 4701, PW # 4803, and PW # 5068)

Existing Contracts:

1. Witt O'Brien - Consulting Services

Amount paid to date, approximately \$6.2 million

Details are on the Sandy Transparency Site, under Witt Group Holding, LLC:

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

2. National Compressor Services (see PW # 5068) - Sole source contract for air compressor repairs

There are twelve (12) Zimpro Process Air Compressors located in the basement of the Sludge Heat Treatment Facility. As a result of flooding, sections of the compressors had to be replaced. PVSC contracted with National Compressor Services to perform the repairs.

This is a sole source contract. The equipment repair service, including the purchase of necessary parts, is considered an "extraordinary unspecifiable service" therefore, such

work does not require competitive bidding as part of the procurement process. N.J.S.A. 40(A):11-2 defines "extraordinary unspecifiable services" as services which are specialized and qualitative in nature requiring expertise, extensive training and proven reputation in the field of endeavor.

To date, all temporary repairs have been completed, but repairs for a more stable solution continue. Costs have not exceeded the \$5 million threshold, however, \$18.57 million in permanent work is eligible for federal funding. (See #10 through #13 for permanent work related contracts.)

(NCS Purchase Orders **Attachment 2**)

3. **Travis, Inc.** - (see PW # 4701, PVSC contract #A919) By-pass and replacement of cabling

Travis electric is responsible for running temporary cables and poles. This project included some non-Sandy work, however, Travis is billing separately for Sandy and non-Sandy related work. PVSC has issued Travis approximately \$13.7 million in variations, or task orders, to date.

Contract available on the Sandy Transparency Site, under Travis, Inc.:

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

(List of Executive Authorizations **Attachment 3**)

Reconstruction of the Administration and Control Building:

4. **Contractor - To Be Determined** (PW # 4803)

The Administration and Control Building was flooded as a result of Superstorm Sandy. ~~The construction of the Administration and Control Building had not yet gone out for bid.~~ Bids for the Administration Building Rehabilitation were received on April 8, 2015, and are being evaluated.

Estimated contract amount \$5.0 million

Contracts for the Construction of the Floodwall and Onsite Standby Power Generator (PW # 4701):

These contracts are funded through HMGP since the work is being done in order to prevent future floods from affecting the site., ~~and have not yet been procured.~~

\$310.8 million is eligible for federal funding; \$279.7 has been obligated.

5. **Project Manager - ~~To Be Determined~~ AECOM HDR PM Services** (see PW # 4701 and Addendum 2 - A2638 Program Manager)

The agreement between PVSC and AECOM HDR PM Services was executed on February 13, 2015. ~~PVSC is evaluating bid packages that were due on January 9, 2015.~~

Contract amount \$5.1 million ~~expected to exceed \$10 million (Attachment 4 Project Manager)~~

6. **Engineer for Floodwall Project - To Be Determined** (see PW # 4701)

This contract has not yet been procured.

7. **Construction Contractor for Floodwall Project - To Be Determined** - (see PW # 4701)

This contract has not yet been procured.

8. **Engineer for Power Generator Project - To Be Determined** (see PW# 4701)

This contract has not yet been procured.

9. **Construction Contractor for Power Generator Project - To Be Determined** (see PW # 4701)

This contract has not yet been procured.

Permanent Work for the Facility and PAC Motors (PW # 5068)

Work for projects outlined in PW # 5068 is expected to be assigned to multiple vendors for facility work, and replacement or repairs of equipment and processes.

10. Phase Two Repairs Under Contract A924 - To Be Determined

Prior to Hurricane Sandy and the enactment of the Integrity Oversight Monitor Act, PVSC procured Integrated Power Services LLC to complete routine PAC motor repairs at the Sludge Heat Treatment facility for a two-year contract period. The Integrated Power Services LLC contract does not require monitoring. However, this contract will be rebid in 2016, and the contract(s) awarded at that time may be subject to monitoring.

http://nj.gov/comptroller/sandytransparency/contracts/pdf/integrated_solicitation.pdf

11. **Motor Control Center Replacement - To Be Determined** (Specifications under design)

12. **Motor Repair Over 25HP** - (See Addendum 2 - A966 Bid Document and Award List)
Individual quotations per motor repair under existing PVSC Motor Repair Contract A966.

13. Electrical Feeder Replacement for PAC Motors - To Be Determined (Performed under Contract A919.)

Other

14. Additional By-pass and Replacement of Cabling - To Be Determined (see PW # 4701, PVSC contract #A919) Travis electric is currently responsible for running temporary cables and poles. This contract will expire on January 31, 2016. The contract will be re-bid and awarded to the lowest responsible and responsive bidder.

C. Risk Assessment Summary

Ernst and Young (EY) completed a risk assessment on the PVSC contracts and internal controls. The initial risk assessment focused on four contracts that had been procured prior to the review, and fell within risk assessment guidelines. However, two (2) contracts were determined to fall under the monetary threshold required by the Law and are not included in this engagement query. EY noted that there is potential for monitoring for several other contracts that have not yet been procured, but are expected to exceed the \$5 million threshold. While the risk assessment focuses on the existing contracts, high-level information is included about the anticipated projects.

D. Items Noted during Risk Assessment

- Executive Order 55, announced by Governor Chris Christie on January 25, 2011, states that “the Executive Director of the PVSC is hereby authorized and directed to take any steps he determines to be necessary and appropriate to ensure that continuity is maintained in the provision of sewerage and environmental services by the PVSC.” Executive Order 55 also states that “the Executive Director shall have the capacity to enter into contracts.” PVSC procurement decisions historically required a quorum of commissioners to approve all Contractors; however, due to circumstances which took place prior to Superstorm Sandy, a quorum was not available and as a result, some contracts were procured under Executive Order 55.
- PVSC contracts for work resulting from Superstorm Sandy not yet procured are subject to review by the NJ State Comptroller’s Office under Executive Order 125. Under Executive Order 125, each principal state department or agency is required to submit all potential State procurements involving expenditure of federal resources to the NJ State Comptroller for review prior to the commencement of the procurement process. PVSC officials stated that two existing contracts (Witt and National Compressor Services) were not procured under Executive Order 125.
- In order to assist with the anticipated costs, PVSC officials expect to receive a short-term New Jersey Environmental Infrastructure Trust (NJEIT) bridge loan. NJEIT requires its own review of PVSC’s procurement documentation as part of the loan approval process and will be reviewing specific procurement documentation for the projects that will be eligible for an NJEIT loan. NJEIT, along with its internal Integrity Oversight Monitor (Grant Thornton), performs environmental, engineering, and requisition reviews of project contract documents based on professional engineering standards. Based on

meetings with NJEIT, EY understands that NJEIT and its monitor will review construction design, construction management, and the disbursement of funds to prevent, detect, and remediate fraud, waste, and abuse. According to NJEIT, they anticipate being involved in only the administration building work. This could provide additional review and monitoring of the procurement process for these specific projects. NJEIT was not involved in the contracts listed in this Engagement Query.

- The FY2012 A-133 audit report states that due to a synchronization error between the purchase order and general ledger systems, purchase orders that had been paid remained open as a liability. The report states that PVSC will implement a new software system, which should correct the issue. The 2010, 2011 and 2012 A-133 reports did not express an opinion on the effectiveness of internal controls; however, these reports note that PVSC is not a low-risk auditee. The financial statements were audited by Mercadien PC (as of May 13, 2013).
- The FY2012 A-133 single audit report shows that cumulative PVSC funding from different federal agencies since 1996 has totaled just over \$111 million. The amount of federal funding for the existing and estimated contracts included in this risk assessment alone is over \$300 million. In addition, a substantial amount of the planned work has not yet been awarded.
- Review of an agreement dated November 27, 2012 indicates that the State of New Jersey Department of the Treasury - Division of Purchase and Property (DPP) contracted with Witt Associates (predecessor to Witt O'Brien's) to provide Disaster Recovery and Long Term Planning Consulting Services to the State of New Jersey. PVSC's Executive Director recommended that PVSC contract with Witt Associates to provide similar services in accordance with the terms of the Treasury's existing contract with Witt Associates (Contract G-8034). PVSC's procurement of Witt O'Brien's was based on the State of New Jersey's contract with Witt Associates. The New Jersey Cooperative Purchasing Program did not require PVSC to procure Witt O'Brien's under the entity's own procurement process. According to information obtained from the DPP website, some contracts allow cooperative purchasing partners to purchase items and services without the need to issue publically advertised solicitations of their own. Witt Group Holdings LLC is included as a Consulting Services – Disaster Recovery Contractor on this list. The scope of work described in the State's contract with Witt Group Holdings LLC appears similar to the work PVSC hired Witt O'Brien's to perform.
- According to PVSC documentation, Malcolm-Pirnie has been PVSC's Professional Engineering Services provider since December 2007. ~~for air compressors that were submerged due to extensive flooding following Superstorm Sandy.~~ Malcom-Pirnie recommended National Compressor Services, an authorized Worthington Compressor Center, to perform any necessary repairs on the Worthington equipment ~~that was submerged due to extensive flooding following Superstorm Sandy.~~ Per a May 30, 2013 PVSC memorandum, the equipment repair service, including the purchase of necessary parts, is considered an "extraordinary unspecifiable service". Per the memorandum, such work does not require competitive bidding as part of the procurement process. N.J.S.A. 40(A):11-2 defines "extraordinary unspecifiable services" as services which are

specialized and qualitative in nature requiring expertise, extensive training and proven reputation in the field of endeavor.

II. SCOPE OF WORK (SOW) REQUIREMENTS:

The Contractor must be able to perform all of the following tasks.

One-time Tasks:

Task A: Attend a kick-off meeting with representatives from Treasury and other key participants to discuss the tasks and deliverables required under this work assignment. The Contractor is responsible for documenting and providing minutes of the meeting to the State Contract Manager within ten (10) business days of the meeting (one-time task)

Task B: Review the PVSC's financial and administrative functions for these contracts (one-time task).

1. Ensure that these functions adhere to all grant/assistance program guidelines, procurement rules, and reporting requirements. Ensure that there are proper controls in place to minimize the risk of duplication of benefits, process and payment errors, waste, fraud, abuse, malfeasance and mismanagement of funds.
2. If weaknesses, errors, etc. are detected, develop recommendations and strategies to ensure maximum Federal recoveries, compliance with all laws, and prevention of associated risks through project closeout.

Report findings to PVSC and copy the State Contract Manager.

Tasks Required for Each Contract:

Task C: Procurement and Payment Review of Each Contract

1. Verify that each contract is, or was, procured in accordance with all Federal, State and Local laws, regulations, and ordinances.
2. Verify that each payment process is, or was, consistent with applicable all Federal, State, and Local laws, and that there is no duplication of benefits, process and payment errors, waste, fraud, abuse, malfeasance or mismanagement of funds.
3. If weaknesses, errors, etc. are detected, develop recommendations and strategies to ensure maximum Federal recoveries, compliance with all laws, and prevention of associated risks.

Report findings to PVSC and copy the State Contract Manager.

Task D: Review and Evaluate Contract Deliverables

1. Verify that project plans, documentation, and permits comply with all Federal, State and Local laws, regulations, and ordinances.
2. Verify that all contract deliverables were provided, and within acceptable timeframes for the duration of the engagement.

Report findings to PVSC and copy the State Contract Manager.

Task E: Provide Ongoing Quality Assurance/Quality Control Reviews for the Duration of this Engagement

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

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

Task F: Provide Deliverables as Set Forth in this Engagement Query

III. DELIVERABLES

The Contractor must ensure compliance with the following:

A. Required Timelines

1. Task A is required to be completed within **ten (10) business days** of the kick-off meeting.
2. Task B is required to be completed within forty (40) business days of the kick-off meeting.
3. Task C (1) for existing contracts is required to be completed within **sixty (60) business days** of the kick-off meeting; and Task C (1) for all other contracts is required to be completed within thirty (30) days of contract execution.
4. Tasks C (2), C (3), D, E, and F are ongoing tasks to be conducted for the duration of the contracts. Status updates are to be included in each monthly report.

B. Required Reports and Documents

1. Findings of potential fraud, malfeasance, or criminal activity

Upon a finding of a likely criminal violation or lesser degree of any malfeasance, waste, fraud, or abuse, report findings to the State Comptroller and the Attorney General immediately consistent with the requirements of the Act.

2. Monthly Status Reports

Provide update on activities conducted on, or for, each task to include the type of activity, analysis, results, recommendations, resolutions, and/or preventative measures, and follow up on any previous outstanding issues.

Provide monthly status reports to the State Contract Manager.

3. Quarterly Report (**Attachment 5**)

On the first business day of each calendar quarter, the Contractor shall provide to the State Treasurer, for distribution to the Legislature and the Governor, a report detailing the Contractor's provision of services during the three-month period second preceding the due date of the report and any previously unreported provision of services, which shall include, but not be limited to, detailed findings concerning the Contractor's provision of services and recommendations for corrective or remedial action relative to findings of malfeasance and inefficiency. The report shall include a privilege log, which shall detail each denial of sensitive information that the Integrity Oversight Monitor exercises in preparing the report for transmission to the Legislature and the Governor pursuant to this subsection. The report shall not include any information which may compromise a potential criminal investigation or prosecution, or any proprietary information.

4. Time Logs

Copies (and upon request, originals) of time logs shall be maintained by the Contractor and shall include information on the allocation of hours worked by the Contractor and staff to the respective federally-funded programs and all other data required in order to ensure compliance with all federal requirements.

IV. **OTHER CONTRACTOR REQUIREMENTS**

The Contractor is required to comply with all of the terms, including pricing, of its State contract (contracts G-9004 or T-2939, as applicable), the applicable provisions of the New Jersey Standard Terms and Conditions, and the associated Method of Operation for the selected contracts. For the purpose of this engagement, the Contractor's indemnification is subject to the provisions and limitation outlined in Section 5.17.1 within Contract T2939.

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

Contract G9004 http://www.state.nj.us/treasury/purchase/noa/contracts/g9004_13-r-23144.shtml

Contract T2939 http://www.state.nj.us/treasury/purchase/noa/contracts/t2939_14-x-23110.shtml

V. LENGTH OF ENGAGEMENT

Because the duration of the Passaic Valley Sewerage Commission (PVSC) contracts are expected to exceed the terms of T2939 and G9004, Contractors must bid a firm, fixed price to cover the cost of Integrity Oversight Monitor services until the end of the PVSC engagement. It is not expected that any change orders will be considered after T2939 and G9004 expire.

~~The anticipated term of this engagement, subject to continuing satisfaction and availability of funds, shall end on August 18, 2016 for contract T-2939 vendors or May 13, 2016 for G-9004 vendors, but may be extended for all or part of two (2) one-year periods.~~ This engagement will begin once Task Orders and Purchase Orders are issued, and will end when all deliverables have been met and accepted by the State.

VI. CONFLICT OF INTEREST

Any person with FEMA responsibilities, decision-making power or information may not obtain a financial interest or benefit from FEMA activity or have any interest in the contract(s) or subcontract(s).

VII. CONFLICT FOR FUTURE ENGAGEMENTS

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

VIII. PROPOSAL CONTENT

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

Dave Ridolfino, Associate Deputy State Treasurer
IntegrityOversightMonitor@treas.nj.gov
by 5 p.m. on **May 11, 2015**

Questions related to this Engagement Query must be submitted to:

IntegrityOversightMonitor@treas.nj.gov

by 12:00 noon on February 20, 2015

Note: Use the attached template to submit questions. The compilation of all questions and answers will be sent to the group prior to the Engagement Query response due date. **(Attachment 6)**

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

The Contractor's proposal must contain the following elements:

- A. A detailed proposal including a detailed budget to perform the SOW. The proposal must explain how the Contractor intends to accomplish each task listed in the SOW.
- B. A schedule that shall identify the performance milestones and associated deliverables to be submitted as evidence of completion of each task and/or sub-task within the timeframes established in this engagement query.
- C. A fully completed Cost Quote (~~see Addendum 2 - Attachment 7 Cost Quote Template - Revised~~) showing the hourly rate and total number of person-hours by labor category, proposed to complete each task for each contract. The hourly rates used for each labor category shall be the hourly rates, or lower than the hourly rates specified in the contract (either G9004 or T2939).

~~The Bidder Bidders~~ must complete the first ~~page tab~~ of the Cost Quote for the one-time completion of Tasks A and B, ~~and the corresponding tabs for each contract, and potential contracts listed in this Engagement Query.~~ Contractors are expected to bid a firm, fixed price, and costs quoted are expected to cover the term of each PVSC contract.

~~For each contract, and potential contract listed in this Engagement Query, the bidder Bidders must complete the Cost Quote for Tasks C, D, E and F for each year for the length of the engagement.~~

Approximate PVSC Contract Timeframes

Contract	Procurement Date/ Anticipated Date	Commencement/ Anticipated Commencement	Completion/ Anticipated Completion
1. Witt	NA	January 2013	January 2015
2. National Compressor Service (PAC Motors - Zimpro Bldg)	NA	NA	NA
3. Travis (Cable)	NA	January 2014	January 2016

Contract	Procurement Date/ Anticipated Date	Commencement/ Anticipated Commencement	Completion/ Anticipated Completion
4. Administration & Control Building (Contractor)	March 2015	June 2015	2016
5. Floodwall and Onsite Power Generator (Project Manager)	Contract Awarded February 13, 2015	April 1, 2015	March 31, 2017 Initial Term; Project Manager role expected through the end of project closeout.
6. Floodwall (Engineer)	March 2016	May 2016	May 2017
7. Floodwall (Construction)	July 2017	December 2017	2021
8. Power Generator (Engineer)	March 2016	May 2016	May 2017
9. Power Generator (Construction)	May 2017	November 2017	2020
10. Permanent Work for Facility and PAC Motors under Contract A924	2016	Immediately	Indeterminate
11. Permanent Work - Motor Control Center Replacement	Specifications under Design	September 2015	Indeterminate
12. Permanent Work - Motor Repair over 25HP under existing PVSC Motor Repair Contract A966	Individual Quotations per Motor Repair	June 2015	Indeterminate
13. Permanent Work - Electrical Feeder Replacement for PAC Motors under Contract A919	NA	June 2015	January 2016
14. Additional By-pass and Replacement of Cable	December 2015	New Contract February 2016	January 2018

- D. Estimated travel and direct costs for the duration of the engagement. Refer to contract T2939: 3.7 Travel Expenses and Reimbursements and Section 6.7.2 Bidders' Price Schedule; and contract G9004: 3.6 Travel Expenses and Reimbursements, and Section 6.0 Cost Proposal. (Note: Include total travel and total direct costs on Attachment 7 in the boxes provided.)
- E. A description of FEMA consulting experience on similar projects that demonstrates knowledge of eligibility, documentation and procurement requirements
- F. A detailed list of all engagements, contracts or task orders in which the firm is currently providing services for any type of disaster recovery assistance. The list must include the name of the contracting entity, a description of the scope of services and the contract term.
- G. Identification of all subcontractors to be utilized for this engagement, and a summary of their experience. This list of subcontractors must be the same as those identified in the original proposal/bid. If it becomes necessary for the Contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the Contractor will forward a written request to the State Contract Manager in accordance with

RFP 14-X-23110 section 5.7, and the State of NJ Standard Terms and Conditions sections 5.8 and 5.9.

- H. Resumes of personnel proposed for this engagement by the Contractor or any subcontractor.
- I. A statement verifying that there has been no change to the Disclosure of Investigation and Other Actions Involving Bidder Form submitted with the Contractor's original proposal, or a statement explaining any changes to the information previously provided.

IX. SELECTION PROCESS

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

The Treasurer or Using Agency will then issue a task order with a "Not to Exceed" clause to the engaged firm. Any firm may submit pricing lower than its bid price for a specific project. The firm will then be held to that lower pricing for all future engagements.

X. LIQUIDATED DAMAGES

To the extent that actions of the Contractor result in failure to meet performance standards, the State may suffer damages that could be difficult or impossible to quantify. Given the significance of rehabilitation of New Jersey communities, businesses, and programs, the necessity that all resources, including recovery grant management programs, dedicated to the recovery from Superstorm Sandy be applied in an efficient manner, and the need to take all necessary precautions to prevent, detect, and remediate waste, fraud, and abuse, the State and the Contractor agree to the specified liquidated damage amounts for late delivery of the following deliverables.

The methodology utilized to calculate liquidated damages pertaining to reviewing the financial/administrative functions and procurement process; ensuring that contract terms and conditions, and deliverables are met; verifying that payment process is consistent with applicable directives; and reporting on status are based on the assumption that failure to have these key elements in place will directly result in loss of Federal funds. Also, failure to provide reports could prevent the State from taking action to rectify issues early on, and may cause harm to the public in the form of waste by the government and inefficiency in rebuilding projects.

Task	Deliverable	Due Date	Liquidated Damages
Task B	Review the PVSC's financial and administrative functions for these contracts (one-time task).	Within forty (40) business days of the kick-off meeting	\$1000 a day for each day past due date

Task	Deliverable	Due Date	Liquidated Damages
Task C1	Verify that each contract procurement process was in accordance with all Federal, State and Local laws, regulations, and ordinances.	For existing contracts, within sixty (60) business days of the kick-off meeting; For all other contracts, within thirty (30) days of contract execution.	\$1000 a day for each day past due date
Monthly Status Reports	Provide update on activities conducted on, or for, each task to include the type of activity, analysis, results, recommendations, resolutions, and/or preventative measures; and follow-up on any previous outstanding issues.	On the first business day of each month	\$1000 a day for each day past due date
Quarterly Reports	Report detailing the Integrity Oversight Monitor's provision of services during the three-month period second preceding the due date of the report and any previously unreported provision of services	On the first business day of each calendar quarter	\$1000 a day for each day past due date

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

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

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

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

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

should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided.

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

XII. ATTACHMENTS

All attachments are located in a 'zip' file and can be downloaded from:

www.state.nj.us/treasury/treasdocuments/EQ2015-001-P3-PVSC--Attachments-1-through-7.zip

- Attachment 1: Project Worksheets
- Attachment 2: NCS Purchase Orders
- Attachment 3: Executive Authorizations
- Attachment 4: Program Manager RFQ **REVISED**
- Attachment 5: Quarterly Reporting Template
- Attachment 6: Questions Template
- Attachment 7: Cost Quote Template **REVISED**

Engagement Query #: EQ2015-001-P3 - Passaic Valley Sewerage Commission

Addendum 2

Part 1 - Modifications

1. See revised Engagement Query; modifications in red.
2. See revised Cost Quote Template.

Part 2 - Questions and Answers

Some questions have been combined or modified for clarity.

#	Page #	Engagement Query Section	Question	Answer
1	1	I. General Information	What is the form of contract agreement or delivery method being used for the rebuilding contracts?	The form of contract varies by procurement type. PVSC employs different forms for contracts procured through advertised bids and those procured through the issuance of an RFP.
2	2	I.B.1	<p>The link to the Witt contract is for the State's term contract (pricing schedule).</p> <p>Is there a separate purchase order that has been issued to Witt O'Brien by PVSC that would recognize the referenced \$6.2 million paid to date? If so, can that be provided?</p> <p>What is the total amount of authorized work for Witt O'Brien?</p> <p>What is the Period of Performance of their contract?</p>	<p>PVSC issued a separate agreement and amendments to Witt O'Brien. PVSC issued a purchase order for the expenditures under the agreement with Witt O'Brien. This information will be provided to the firm awarded a Task Order for this contract resulting from this Engagement Query.</p> <p>The total authorized amount of work is \$6,189,406.90</p> <p>The period of performance was January 17, 2013 to January 31, 2015.</p>
3	3-4	B. Project Description and Contract Details	Since issuing this RFQ, are there any updates on estimated values or contracts procured?	See modified Engagement Query for updates.
4	3	I.B.2	<p>For the National Compressor Services contract, should the quote be based on monitoring efforts for the \$17.03 million in temporary and permanent work referenced in PW 4803 as the CEF?</p> <p>Is the contract under \$5 million or is it expected to increase to \$18.57 million or even up to \$23 million. Please explain or elaborate.</p>	<p>The work provided by National Compressor Services as described in the Purchase Orders attached to the engagement query is not associated with PW 4803; see PW 5068.</p> <p>At this time, the repair work on the Process Air Compressor (PAC) Motors by National Compressor Services may not exceed \$5 million. Additional work in line with the estimated cost assigned to the project worksheet for the facility that houses the PAC motors is expected to be assigned to multiple vendors for replacement or repair of equipment and processes. See Modification.</p>

			<p>When is the work expected to be completed?</p> <p>How many invoices have been processed/paid to date?</p> <p>How often does the contractor invoice (ex: monthly, bi-weekly)?</p>	<p>Work on the PAC motors is more than half done. Work is contingent on operating conditions and other factors.</p> <p>Twenty- Four (24) Invoices have been processed to date.</p> <p>Invoices are processed on a monthly basis</p>
5	3	I.B.3	<p>For Travis Inc. contract, PW 4701 budgeted \$65.4 million to the CEFs for Site 6. Based on the CEFs, the work is for Substations, Cables and Electrical Feeder Cables.</p> <p>Please confirm that the \$13.7 million in “variations, or task orders,” is the only item under this scope of work that requires monitoring and that the balance of the \$65.4 million is outside the scope of this engagement query?</p> <p>When is the work expected to be completed?</p> <p>How many invoices have been processed/paid to date?</p> <p>How often does the contractor invoice (ex: monthly, bi-weekly)?</p>	<p>Work with Travis is on an as-needed /as-assigned basis for a two (2) Year Period.</p> <p>The contract awarded to Travis is recurring and is set to expire on January 1, 2016. The contract will be re-bid and awarded to the lowest responsible and responsive bidder which may or may not be Travis, Inc. The Contractor is expected to provide a cost quote to monitor the Travis contract, and a separate cost quote for the balance of the cable work. See Engagement Query modification p 5 #14.</p> <p>Work is expected to extend beyond the term of the current contract.</p> <p>Forty-Seven (47) invoices have been processed to date.</p> <p>Invoices are processed on a monthly basis.</p>
6	3	I.B.3	<p>The text reads “PVSC has issued Travis approximately \$13.7 million in variations, or task orders, to date.”</p> <p>Question: Please identify the amount that is Sandy-related work vs. non-Sandy-related work.</p> <p>Will those distinctions be available to the successor?</p>	<p>Travis has been assigned some non-Sandy work, but all of the work included in the \$13.7 million estimate is Sandy related. Assignment of work will continue on an as needed basis until expiration of the contract on January 31, 2016.</p> <p>Yes, the firm awarded Task Orders resulting from this Engagement Query will have access to this information.</p>
7	3	I.B.4	<p>For PW 4803, when is the construction expected to be bid?</p> <p>What is the timeline for completion of the work?</p>	<p>Bid for Administration Building Rehabilitation was advertised in March 2015.</p> <p>Work is expected to be completed in 365 days after the notice to proceed is</p>

			What is the current timeline for the completion of the design effort?	issued. Bid specifications are complete.
8	3-4	B. Project Description and Contract Details	<p>Please provide additional information on the Flood Wall and Onsite Standby Power Generator and the extent of damage to the Administration and Control Building. We would like to understand the connection between the Flood Wall and the Administration and Control Building.</p> <p>Is the Flood Wall providing protection for only this building or for others as well?</p> <p>Is the Standby Power Generator solely for the support of the Administration and Control Building?</p>	<p>The Flood Wall and On-Site Standby Power Generating System is part of a plant-wide mitigation project. Plans and specifications have not been designed or created to date.</p> <p>The Administration building is located within the plant and will therefore be part of the protection afforded by the mitigation.</p> <p>No, the Floodwall and On-Site Standby Power Generating System is part of a plant-wide mitigation project.</p>
9	4	I.B.7 and I.B.9	<p>For PW 4701, when is the construction expected to be bid for both the Flood Wall Construction and the Power Generator Construction?</p> <p>What is the timeline for the completion of the work for both projects?</p> <p>What is the timeline for the completion of the design efforts?</p> <p>Should the quote be based on monitoring efforts of \$246.7 million in hazard mitigation funds?</p>	<p>Floodwall Construction Bid is estimated to be advertised in July 2017. The On-Site Standby Power Generating System Bid is estimated to be advertised in May 2017.</p> <p>Floodwall construction is expected to be completed in 2021.</p> <p>The On-Site Standby Power Generating System construction is expected to be completed in 2020.</p> <p>Both Flood Wall and the On-Site Standby Power Generating System designs expected to be completed in 2017.</p> <p>The bidder should expect monitoring efforts for \$246.7 million. Please note that Federal funding could change and that could affect monitoring efforts and expectations.</p>
10	4	C. Risk Assessment Summary	<p>You have identified 2 contracts that fell below the \$5M minimum.</p> <p>Are those contracts included in the 9 procurements of the query?</p> <p>The Risk Assessment paragraph notes there may be additional procurements. Are those additional procurements part of the 9 listed in the query?</p> <p>If not, can you provide any information on those additional procurements?</p>	<p>Those contracts are not included in the procurements listed in this engagement query.</p> <p>All procurements within the scope are listed in this engagement, but may be expanded if necessary.</p> <p>Procurement information available at this time has been provided in the</p>

				addendum.
11	5	I.D	<p>Has the new software system noted in the risk assessment (FY 2012 A-133) been implemented and tested?</p> <p>Is this new software system a key system that stores and/or produces data we will need for monitoring efforts such as purchase orders, invoices, payment information etc.?</p>	<p>Software system has been installed. Implementation is ongoing.</p> <p>Software and systems provides information on Purchase Orders, invoices and payment information are fully operational.</p>
12	5	I.D	<p>The text reads "The 2010, 2011 and 2012 A-133 reports did not express an opinion on the effectiveness of internal controls; however, these reports note that PVSC is not a low-risk auditee."</p> <p>Question: It is unclear if the auditor was unable to conduct the work for this category of audit in order to express an opinion based on an inability to perform the required A-133 work because the auditee did not have the internal controls to test or if PVSC refused to let them be tested (a scope limitation).</p> <p>Did something else occur? Please explain what was meant by "did not express an opinion" and the reason for the inability to issue an opinion.</p>	<p>OMB Circular A-133 is intended for the auditor to express an opinion on compliance with major federal program compliance requirements. The auditor's opinion on compliance was unqualified/unmodified for 2010, 2011, 2012 and 2013.</p> <p>The auditor is required to assess internal control for the purpose of developing tests of compliance; however, the expression of an opinion on the effectiveness of internal control over compliance for major programs is not an objective of the auditor under A133.</p> <p>The auditor's report merely confirms that an opinion is not expressed, nor is one intended to be expressed.</p>
13	5	I.D	Has the A-133 report been issued for FY2013 and if not, when is it expected to be issued?	The FY2013 A-133 was issued in December 2014.
14	6	II. Scope of Work (Sow) Requirements	Estimated time on the project sites?	This Engagement Query does not specify the amount of time to be spent at the project site. The firm awarded this Task Order should use its best judgment in determining placement of its personnel in meeting the requirements of the contract and this Engagement Query.
15	6	II. Scope of Work (Sow) Requirements	Access to required personnel/ resources?	The firm awarded Task Orders resulting from this Engagement Query will have access to these resources.
16	7	III.A.1	What is the estimated date of the kick-off meeting?	The kick-off meeting will be scheduled once a letter of engagement has been issued.
17	9	V. Length of Engagement	What is the anticipated date of the execution of Task Orders and Purchase Orders?	The Task Orders and Purchase Orders will be executed once a Letter of Engagement has been issued.
18	9	V. Length of Engagement	Please confirm if we should only base our response (approach and pricing) on three years (including the 2 one year options) even though many of the contracts have not be procured,	For these questions regarding the Length of Engagement, please see Engagement Query modifications p 10 and 11, and revised cost quote.

			<p>started and may not be completed within the three years.</p> <p>Should multiple Cost Quotes (Attachment 7) be submitted for this contract (Tasks C, D, E & F) be submitted for the multiple years (beyond the two years on the checkbox of Attachment 7), until the anticipated end date of that specific contract is reached?</p> <p>The expiration date of the G9004 contract is 5/13/16 with the potential of two additional – one year extensions which would move the end date to 5/13/18. Since the timetable for the Flood Wall's Construction has not been set and probably won't start before 2017 and take 2 years to complete, the end date for construction could be somewhere around 2019.</p> <p>Since there are not separate tabs for the multiple years on which prices are sought for each contract (and the instructions read that separate sheets should be submitted, are multiple Attachment 7 Cost Quotes to be submitted for each contract year?</p> <p>Also, if the time period for monitoring is beyond the two year period (to be checked off) should additional Attachment 7 Cost Quotes be submitted for contract years that would end in 2017 and/or 2018?</p>	
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Cost Quote

(Cells to be completed by Contractor)	Firm Name:										
(Protected Cells)	Engagement Name:	Integrity Oversight Monitor for Passaic Valley Sewerage Commission (PVSC)									
One Time Tasks for All Contracts			Task A Attend and Document Kick Off Meeting		Task B Review Financial and Administrative Functions						
Term	Staffing Category	Hourly Billing Rate (\$)	Hours	Amount (\$)	Hours	Amount (\$)	Total Hours Per Staff Category	Total \$ Per Staff Category			
One Time Tasks for All Contracts	Partner/Principal/Director			\$0.00		\$0.00	0	\$0.00			
	Program Manager			\$0.00		\$0.00	0	\$0.00			
	Project Manager			\$0.00		\$0.00	0	\$0.00			
	Subject Matter Expert			\$0.00		\$0.00	0	\$0.00			
	Supervisor/Senior Consultant			\$0.00		\$0.00	0	\$0.00			
	Consultant			\$0.00		\$0.00	0	\$0.00			
	Associate/Staff			\$0.00		\$0.00	0	\$0.00			
	Administrative Support			\$0.00		\$0.00	0	\$0.00			
	Other			\$0.00		\$0.00	0	\$0.00			
	Other			\$0.00		\$0.00	0	\$0.00			
	Other			\$0.00		\$0.00	0	\$0.00			
	Other			\$0.00		\$0.00	0	\$0.00			
	Total Staffing			0.0	\$0.00	0.0	\$0.00	0.0	\$0.00		
	Total Other Direct Cost								\$0.00		
	Total Travel Cost								\$0.00		
								\$0.00			

Staffing

Direct Costs

Travel Costs

Total

Engagement Query #: EQ2015-001-P3 - Passaic Valley Sewerage Commission

Addendum 1

Part 1: Modifications

#	Page #	Engagement Query Section	Modification
1	1	Title	Change: "EQ2014-008-P3" To: "EQ2015-001-P3"
2	7	III. Deliverables - A. Required Timeline	Change: "1. Task A is required to be completed within five (5) days of the kick-off meeting." To: "1. Task A (Reporting of Meeting Minutes) is required to be completed within ten (10) business days of the kick-off meeting."
3	7	III. Deliverables - A. Required Timeline	Change: "3. Task C (1) for existing contracts is required to be completed within forty (40) business days of the kick-off meeting; and Task C (1) for all other contracts is required to be completed within thirty (30) days of contract execution;" To: "3. Task C (1) for existing contracts is required to be completed within sixty (60) business days of the kick-off meeting; and Task C (1) for all other contracts is required to be completed within thirty (30) days of contract execution;"
4	9	VIII. Proposal Content	New proposal deadline: By 5 p.m. on March 25, 2015

**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.



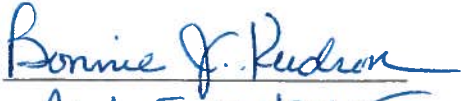
SR NICE PRESIDENT

By: 

Paul Storella
Vice President

Attest:

HDR Engineering, Inc.



Bonnie J. Rudron
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

ATTEST:

Date: 2/13/15



MICHAEL DeFRANCISCI
EXECUTIVE DIRECTOR



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

David A. Blair, P.E.

Type or Print Full Name

732-564-3900

Telephone Number

AECOM Technical Services, Inc.

Business Name

Vice President, Water

1/16/15

Title

Date

732-369-0123

Facsimile Telephone Number

JOINT VENTURE PARTNER



Signature

Joseph Frissora, P.E.

Type or Print Full Name

201-335-9363

Telephone Number

HDR Engineering, Inc.

Business Name

Vice President

1/16/15

Title

Date

201-335-9301

Facsimile Telephone Number

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 2. Executive Summary
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 - Management Approach
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 5. Schedule
 6. Attachment C - Summary of Total Man Days Estimate
 7. Attachment D - Summary of Total Project Cost
 8. Rate Sheets
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- Organization Chart
 - Draft PMP Table of Contents
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- Required Forms

SECTION 1

Cover Letter



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

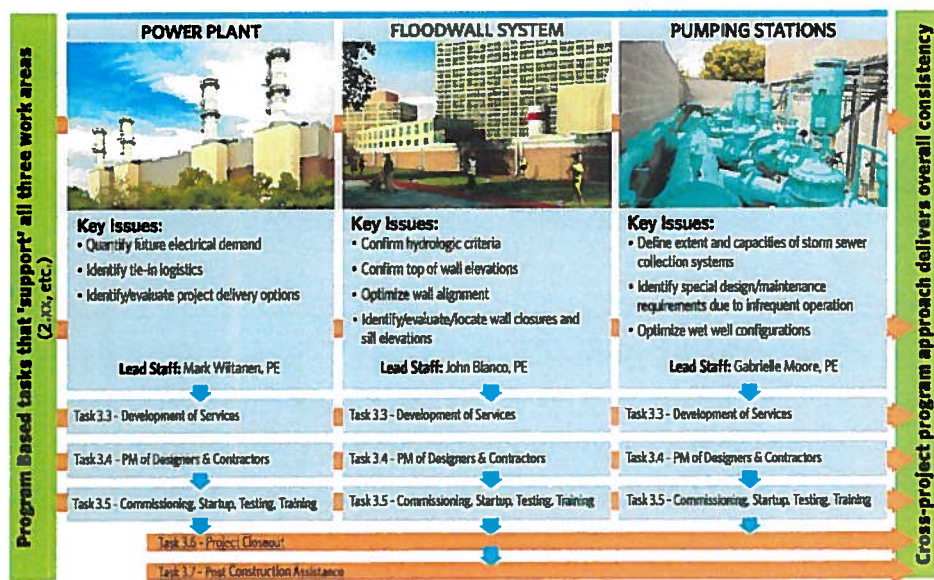
- ✓ Restore equipment and systems, while ensuring MOPO at all times
- ✓ Make plant operations resilient to future storm surges and power disruptions
- ✓ Develop efficient/effective delivery system for all required services and future PVSC needs
- ✓ Maximize the ROI on every FEMA dollar

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.

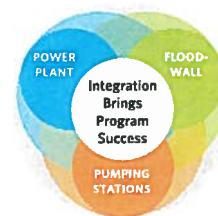
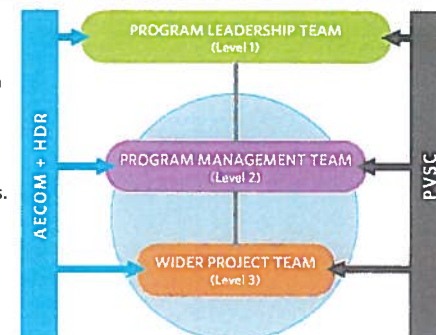
As the figure below shows, we will constantly infuse such "project-level" elements with program-based management tasks that drive consistent behavior and can be replicated by PVSC on future infrastructure development initiatives. The progress of these tasks will be captured in easy-to-follow graphic 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

John Kinneen

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

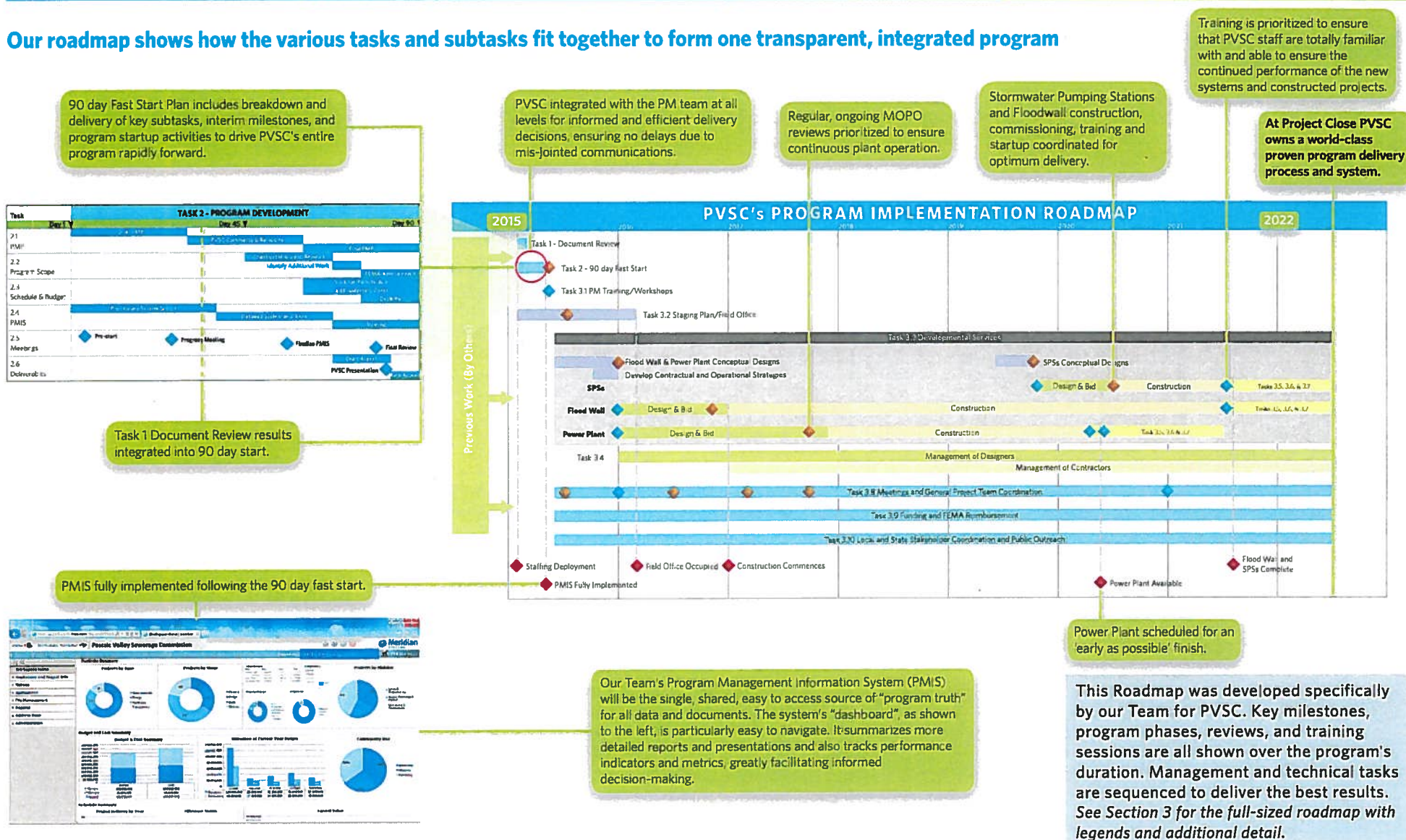
Steve Roberts

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 Biuso, Scott Davis, VT Madhavan, and James Dedes 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



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:

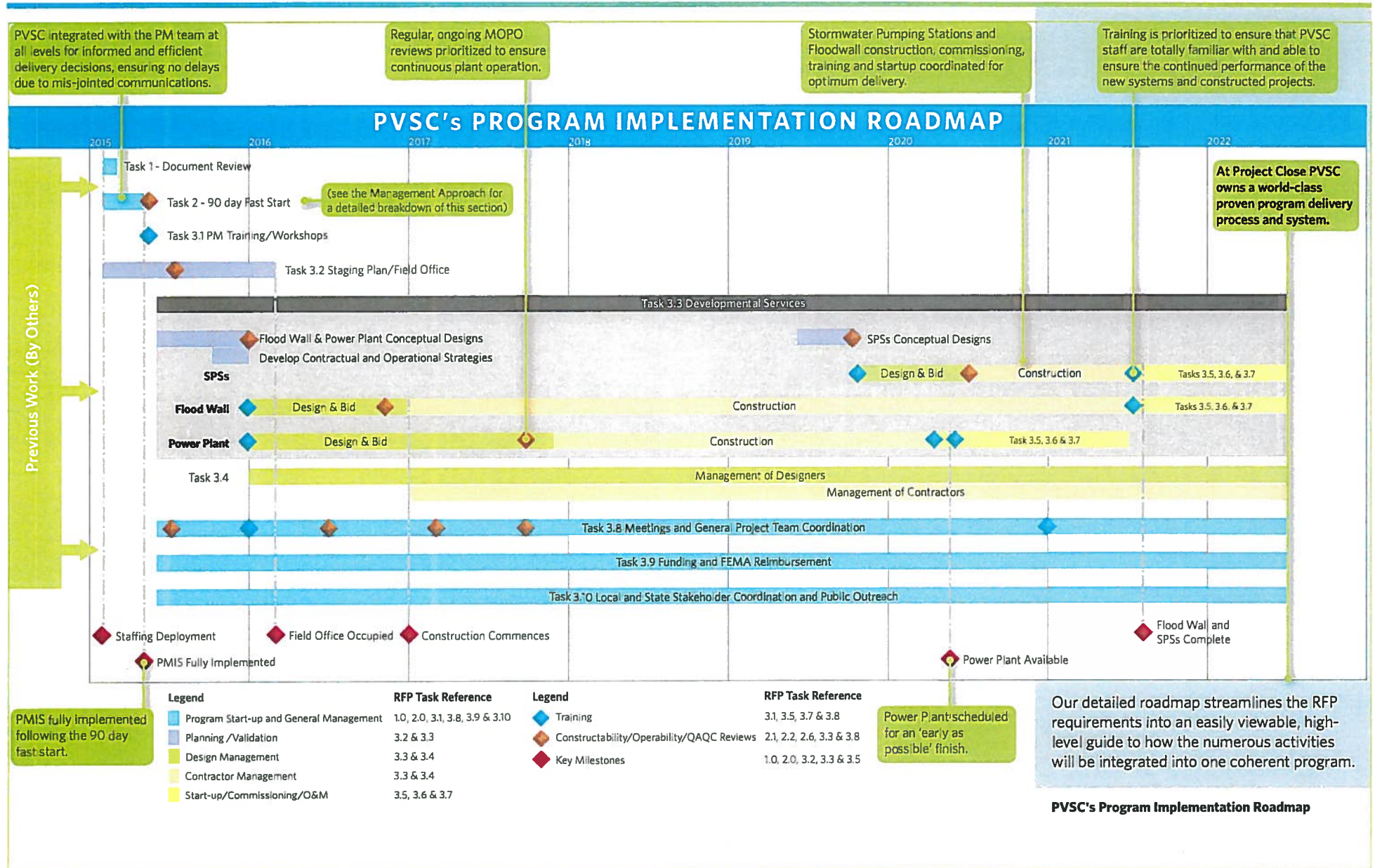
- » Leadership
- » Commitment
- » Integration
- » Transparency
- » Resiliency projects completed in a timely and cost-effective manner
- » PVSC staff able to maintain ongoing plant operations

	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> <p>➤ Challenge/Issue Unprecedented volume of construction traffic and work. Security, transportation and coordination of construction employee site access will be critical.</p> <p>➤ Approach/Deliverables Develop a plant-wide logistics plan headed by site management team to coordinate plant construction related activity and space utilization constraints.</p> <p>➤ Result Zero or minimal disruption to plant operations. Zero accident rate as a result of on-site construction traffic.</p> <p>2. Health & Safety</p> <p>➤ Challenge/Issue Goal of zero employee injuries and no property damage while fostering an environmentally friendly and sustainable workplace.</p> <p>➤ Approach/Deliverables Develop a framework for a safe and healthy workplace.</p> <p>➤ Result Minimal to zero lost time incidences. Positive program publicity.</p> <p>3. Maintenance of Plant Operations (MOPO)</p> <p>➤ Challenge/Issue Intense construction activities could affect day-to-day plant operations and maintenance.</p> <p>➤ 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.</p> <p>➤ Result No unplanned plant shutdowns or disruptions. Trouble-free integration of new plant and equipment.</p>	<p>4. Robust Levee/Floodwall</p> <p>➤ 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.</p> <p>➤ Approach/Deliverables Agree on optimal alignment, establish design criteria that satisfy State and Federal requirements. Determine appropriate balance between maximizing areas protected and minimizing the right of way 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.</p> <p>➤ Result Robust, properly designed and constructed floodwall that protects the plant and does not impede operations.</p>	<p>5. Integration of Standby Power Plant</p> <p>➤ 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.</p> <p>➤ Approach/Deliverables Build in a location and height that prevents any future flooding issues. Improve MOPO, seek rapid permit approvals, early development of design criteria, and engage stakeholders early in the process.</p> <p>➤ Result Avoid future flooding level, allow for access during such events. Ensure an as early as possible finish for construction.</p>	<p>6. Reliable Stormwater Pumping Stations</p> <p>➤ Challenge/Issue Reliable operation is vital to achieve overall flood control.</p> <p>➤ 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.</p> <p>➤ Result Integrated, robust floodwall/storm pumping system to maximize plant protection.</p>	<p>7. Maximize FEMA Funding & Reimbursement</p> <p>➤ Challenge/Issue Eliminating FEMA (and State) delays, expediting payments. Maximize the ROI on every FEMA dollar.</p> <p>➤ 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.</p> <p>➤ Result Maximize FEMA funding, no de-obligation.</p>	<p>8. Other Capital/Maintenance Projects</p> <p>➤ Challenge/Issue Non-Program Team contracts could be uncoordinated and cause disruption and/or delay.</p> <p>➤ 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.</p> <p>➤ Result No disruption, delay or change order claims for all contracts in place across the plant.</p>
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PVSC Principal Program Challenges, Team Approach, and Deliverables



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)

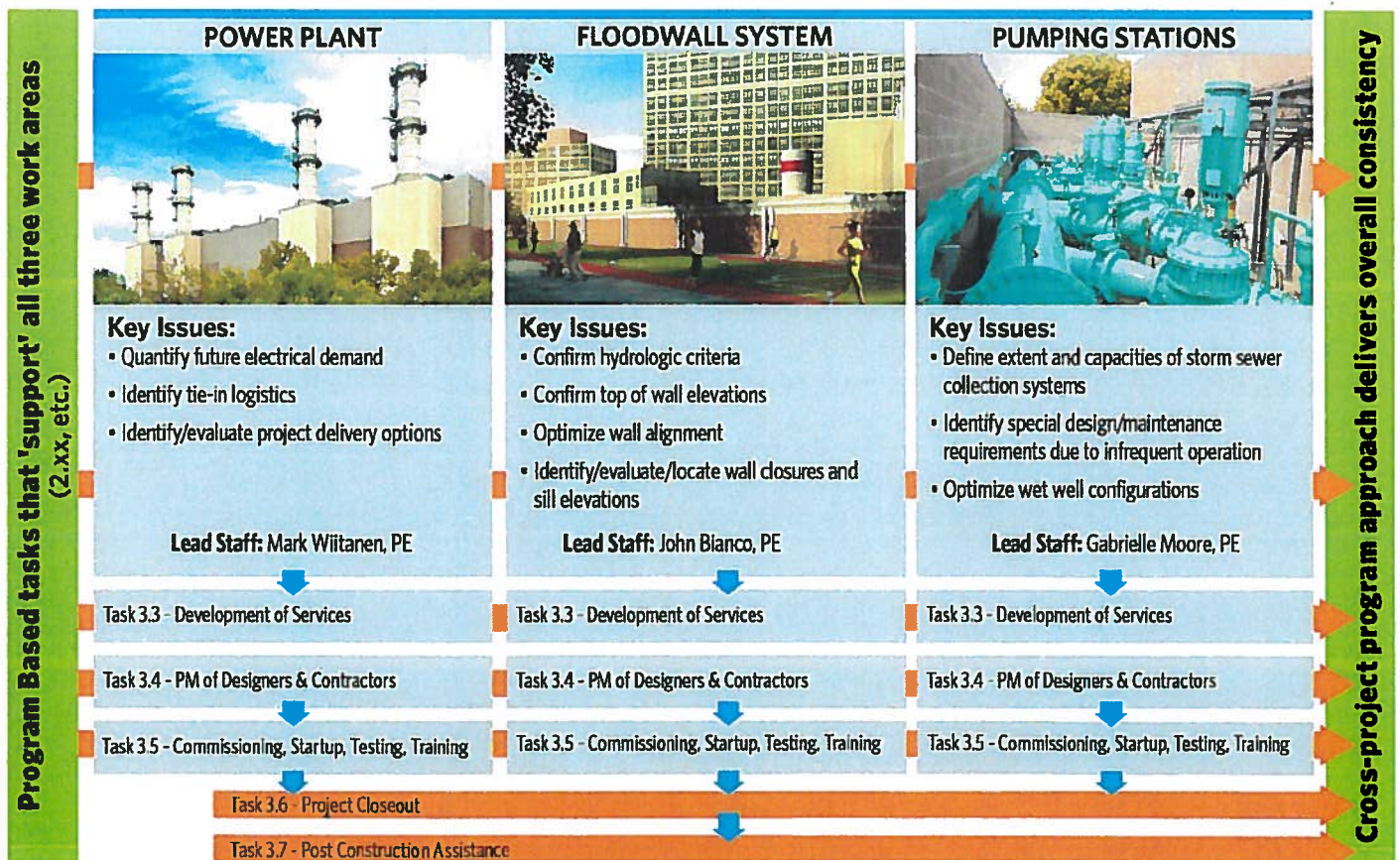
Included within our proposal is a review of the previously completed studies and reports for the 30 MW standby power generating facility, the floodwall and associated pumping stations to remove interior rainfall/runoff volumes. Our review effort will result in a draft summary of findings addressing the 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.

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

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.

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)

For power plant, floodwall system and conceptual design documents. We will provide oversight to Proceed for contractors. We will provide overarching management and oversight for conceptual designs for each facility, including strategies and construction phasing and guide design professionals for each facility on the issuance of bid documents. This includes conducting risk workshops throughout the project life cycle and provide 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 Bioso and Scott Davis. It is our intent to assign a lead to champion a specific group of projects. Mr. Bioso 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 & Coordination for PVSC, PM, Designer Services Tracking/Transfer System for all Project Documents (PMIS) 	<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 	<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
Risk Management	Program-specific Risk Management Plan Project-specific Risk Management Plans <ul style="list-style-type: none"> Develop Protocols and Procedures CM and Construction Contractor Insurance Requirements Risk Registers 	<ul style="list-style-type: none"> 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"> Contract Disputes & Claims Close-out
Communication & Coordination	Identify & engage all Program-specific Stakeholders Program Communications Plan <ul style="list-style-type: none"> 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"> 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
Environmental, Health & Safety (EHS)	<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"> 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
Quality Assurance (QA) and Quality Control (QC) Programs	<ul style="list-style-type: none"> Program-/Project-specific QA Plans Program-/Project-specific Construction Contractor QC Plans Develop Protocols & Procedures Shop Fabrication/Off-site/On-site Testing & Inspection Construction Inspection/Checklists/Daily Reports 	<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
Cost Control & Reporting	<ul style="list-style-type: none"> Develop Protocols and Procedures, Policies and Controls Develop FEMA reimbursement plans Develop FEMA/State audit protocols 	<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 	<ul style="list-style-type: none"> Final FEMA Reimbursements Final Project Cost Report
Start Up, Testing & Commissioning (Subtask 3.5)	Project-specific Start up, Testing & Commissioning Plans <ul style="list-style-type: none"> Develop Initial Protocols and Procedures Checklists 	<ul style="list-style-type: none"> Conduct & complete Start up, Testing & Commissioning 	<ul style="list-style-type: none"> Final Equipment/Systems Reports
Training & Operational Transfer	Project-specific Training & Operational Transfer Plan <ul style="list-style-type: none"> Training Lesson Plans/O&M Manuals/Scheduled Employee Training 	<ul style="list-style-type: none"> Conduct Employee Training with Approved O&M Manuals 	<ul style="list-style-type: none"> Contract Deliverables (As-builts, O&M Manuals, Warranties, etc.) Conduct final PVSC training sessions for Power Plant, Floodwall and Pumping Stations

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.

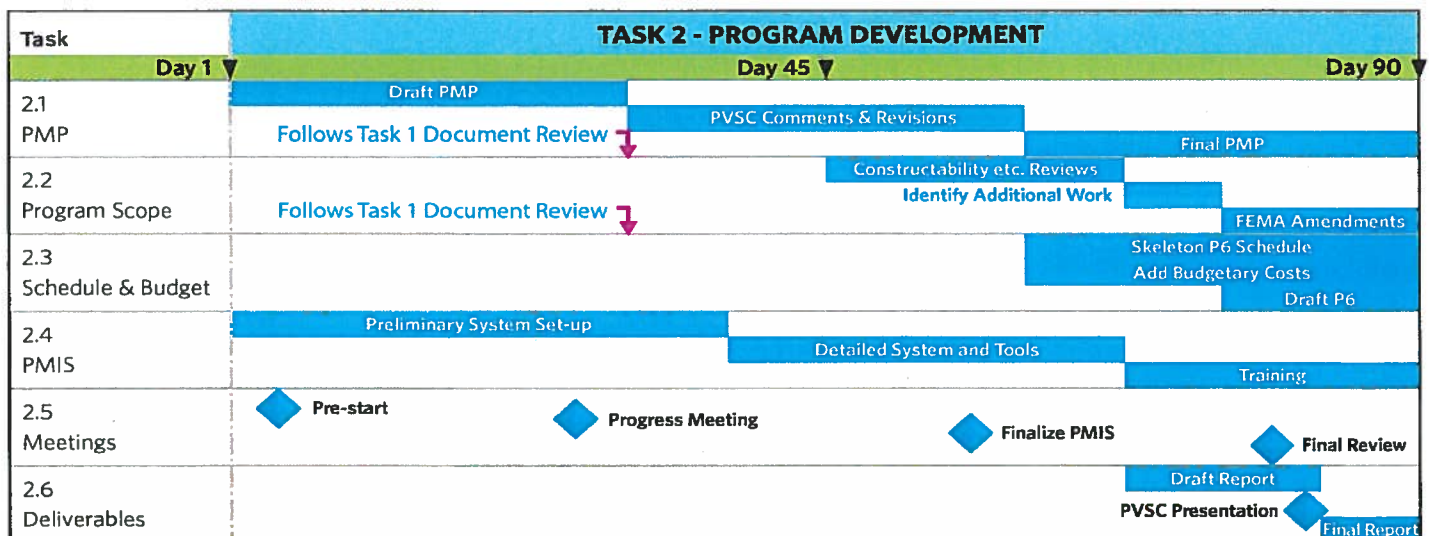
It is critical that the PMP and underlying Program Support Services infrastructure be set up in a clear and effective

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;

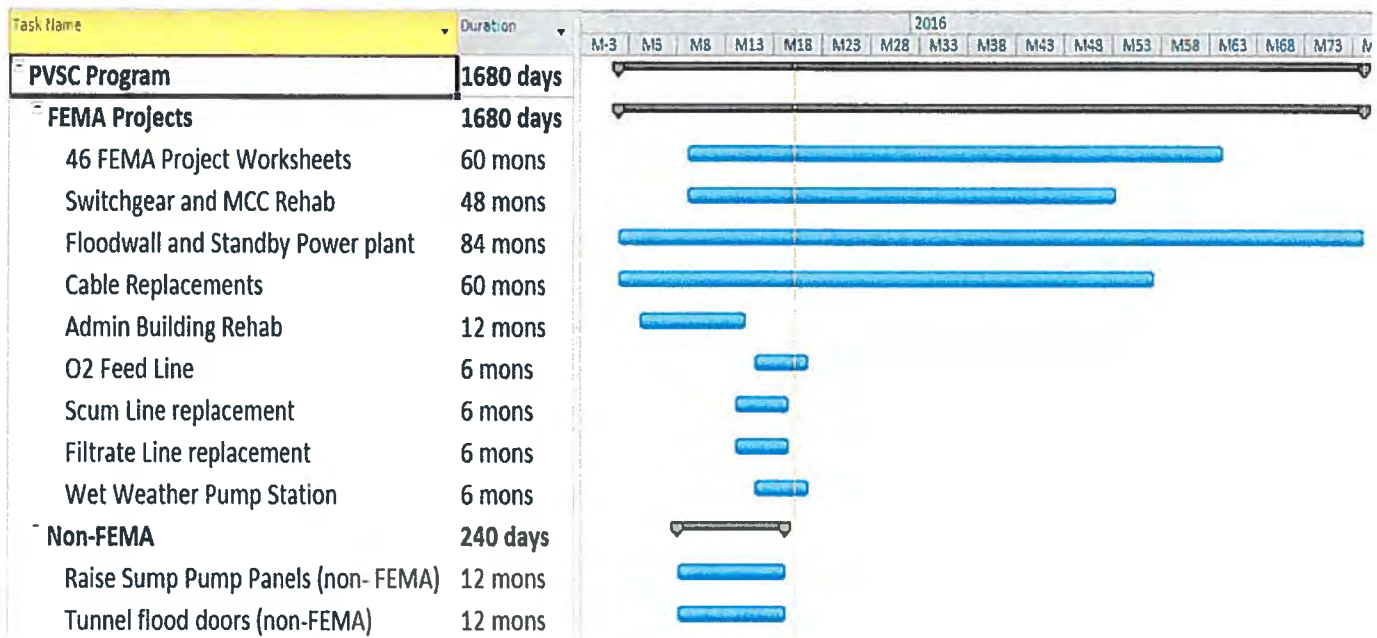
- **Existing condition assessments** to check assumptions about existing infrastructure and to coordinate work with other contracts that are ongoing or planned in a Facility Plan.
- **Constructability reviews** to examine design 'buildability' and how the designs will fit into the base schedule (any 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

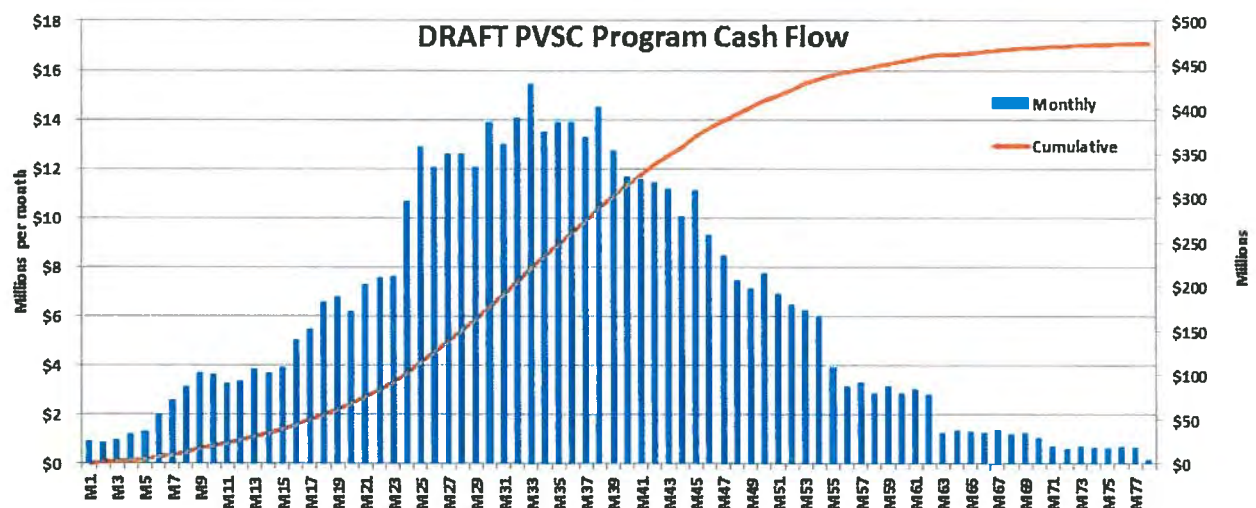


The Master Program Schedule will provide a high level snapshot of the overall program status in real time to the Stakeholders.

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)	P ² (L, S)	Risk Score (L, M or H)	Effect on Cost (Y/N)	Probability (L, M or H)	Impact (L, M or H)	P 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 GDB	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. DMCC should be informed on regular basis.	AECOM - PD DSIRDA, DMCC, GIC	Y	H	H	9	H	N	L	L	1	L
Construction	Construction Phase of All Projects	GDB 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 GDB 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, GDB and DMCC) 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.

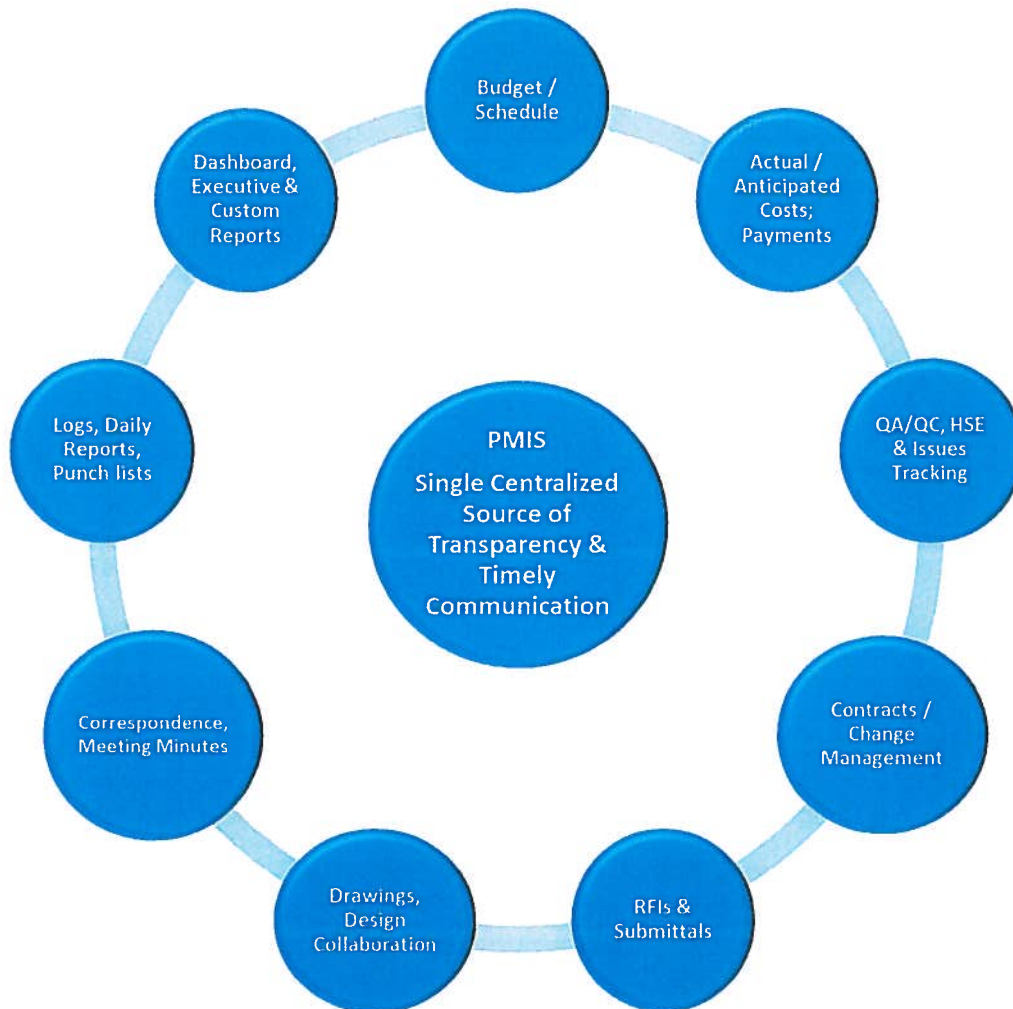
Program Management Information Management and Document Control System (Subtask 2.4)

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.

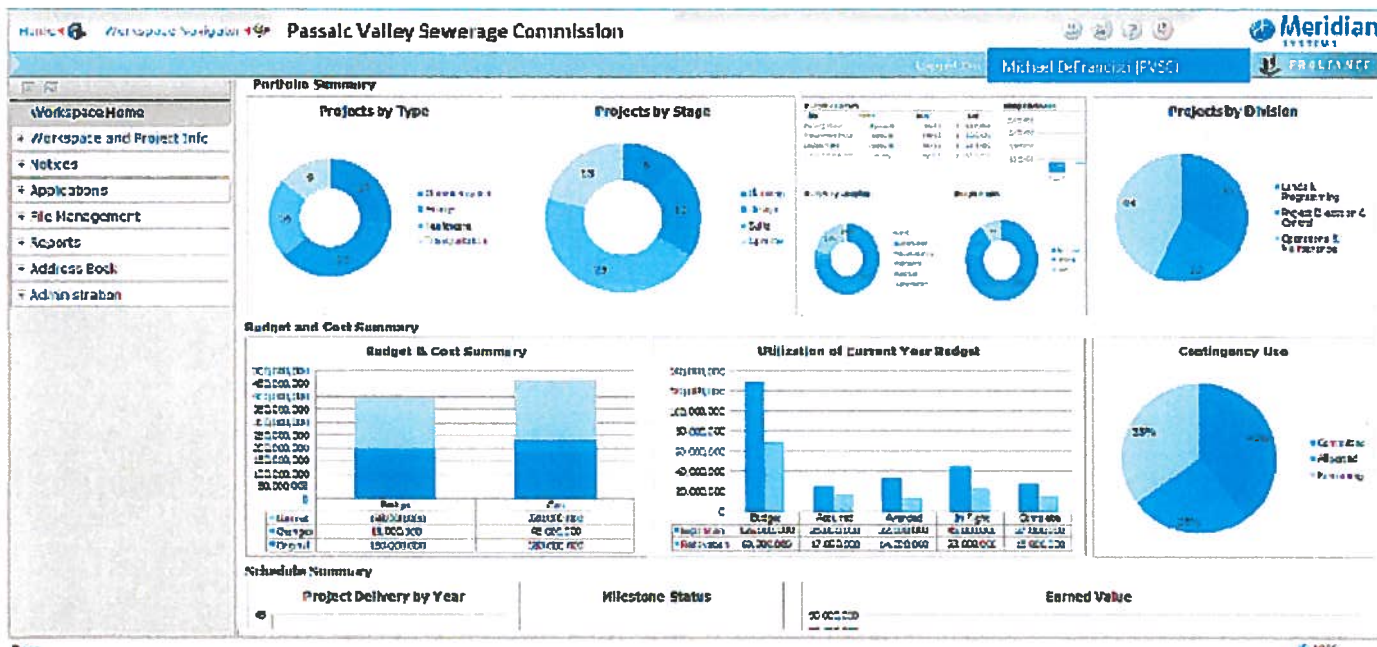
The data established in Proliance can easily be migrated to any other PMIS system or tool should PVSC decide to adopt another management system in the future, giving PVSC the benefit of a technology-neutral approach and an immediately useful database.

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.

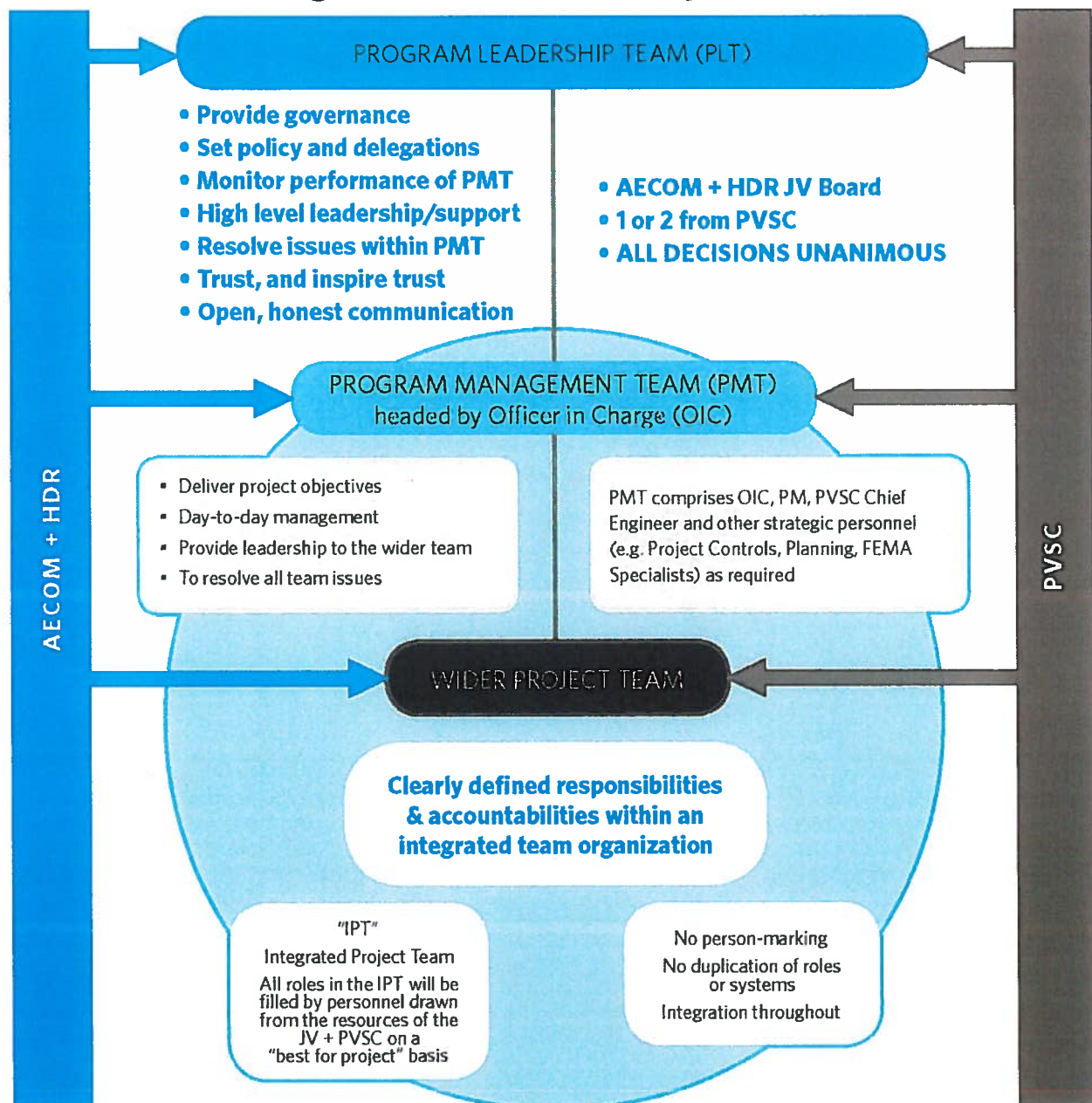
Organizational Structure

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.

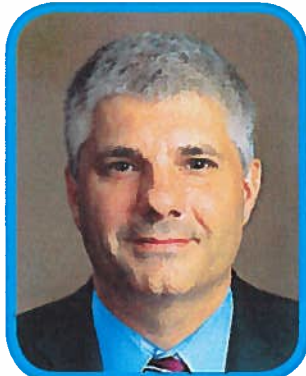
As part of our Team's RFQ submission, we accurately estimated the expected average work commitments of team members over the life of the program, based on a typical Scope of Services for the anticipated Program Management Services to provide PVSC a realistic expectation for the level of effort that may 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, PE
Vice President
Area Water Manager**

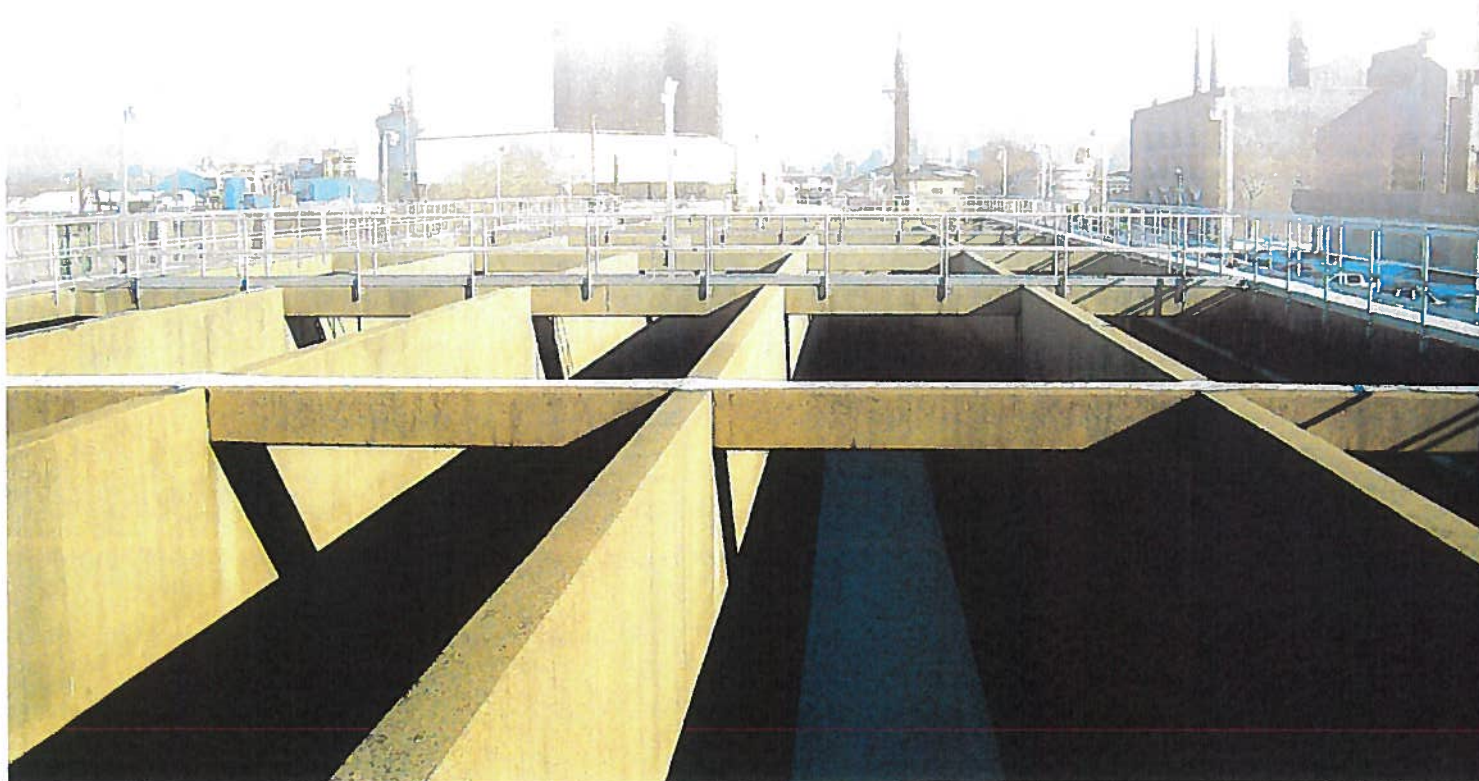


**David A. Blair, PE
Vice President, Water**

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

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 Thomas McLaughlin, PE

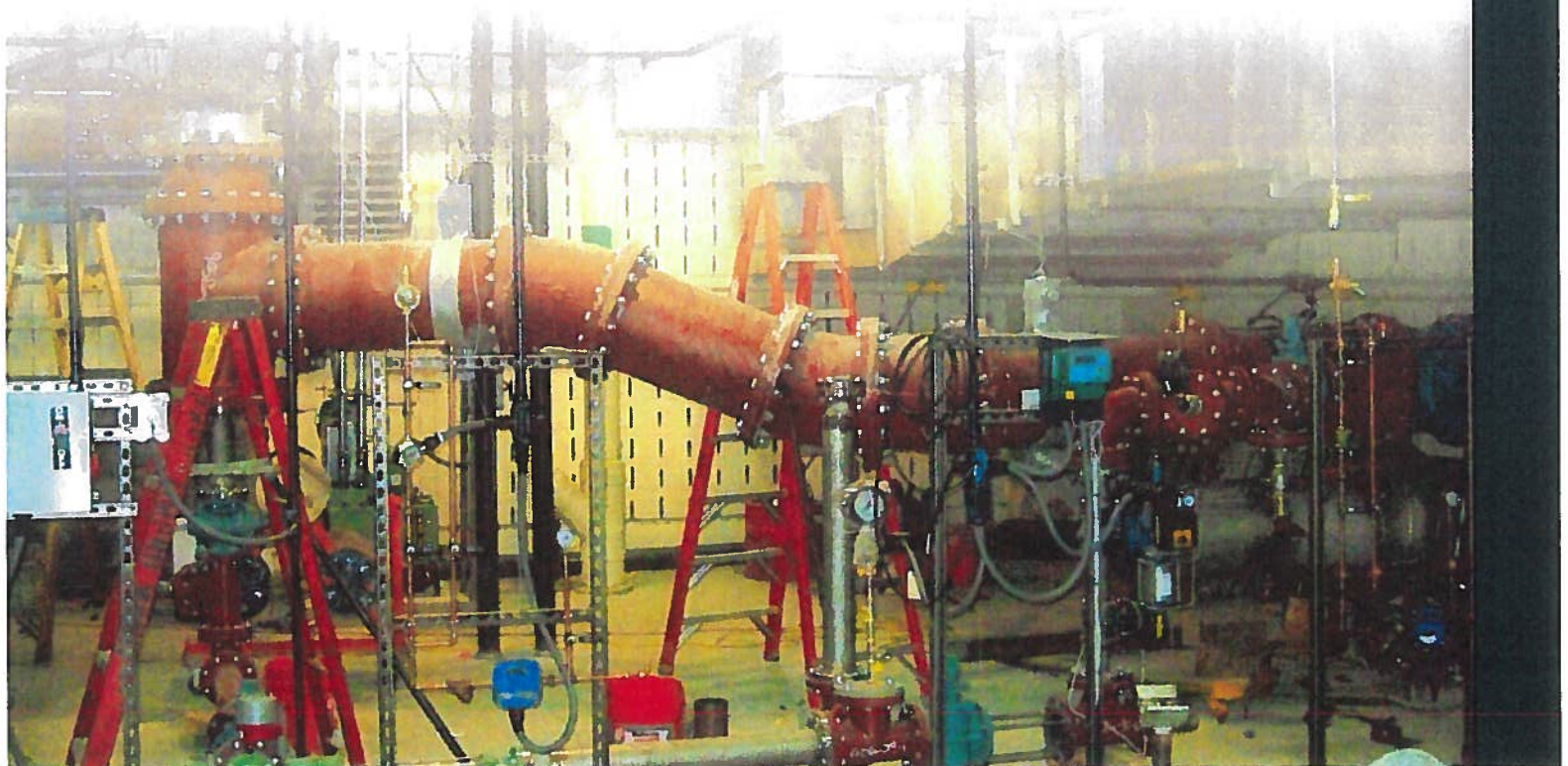
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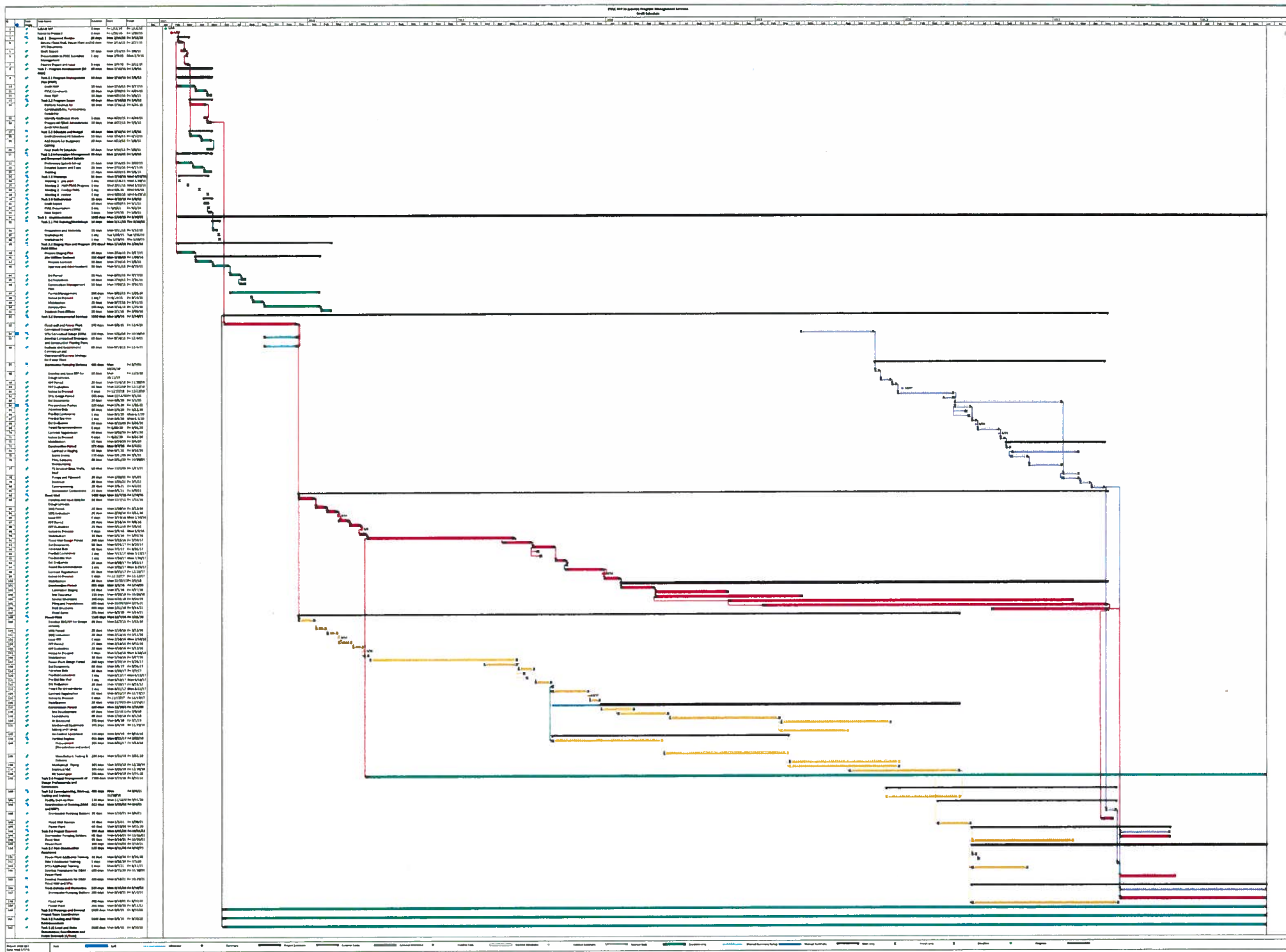


SECTION 5

Schedule

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 Kinneen	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	268	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
Note: Insert additional proposed staff to meet Scope of Services as outlined in RFP.													TOTAL MANDAY ESTIMATE		8075

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

- Notes:
1. Rates shown above for multiple staff are blended rates
 2. Project Managers include: Gabriel Moore, Mark Wiltanen, Lina Posso, Sri Gorugantula, John Bianco
 3. 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



ATTACHMENT D

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	
Note: Insert additional proposed staff to meet Scope of Services as outlined in RFP.															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 - Specialty Consultant Allowance	\$100,000
TOTAL PROJECT COST	\$10,979,469

SECTION 8

Rate Sheets

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
	Witonen	\$ 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

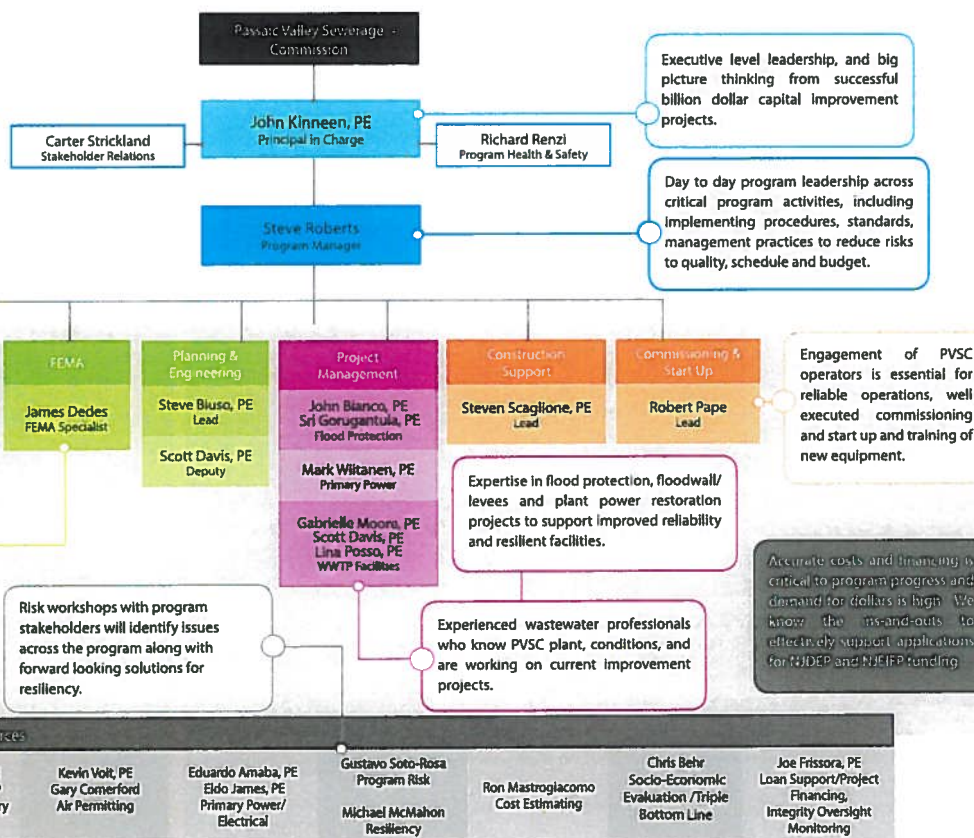
AECOM+HDR JV Team: Global program management expertise, technical knowledge and a local presence to respond quickly.

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.

Work with PVSC to match the right system and tools to fit your needs, integrated with standard operating procedures and providing information and transparency for stakeholders and decision makers at all levels.

Decades of FEMA involvement, developing PWs and coordination with stakeholders. Knows the critical importance of quality documentation to maximize funding and reduce risk to project schedule and payments.

Depth of Resources: Our key program team will call upon the combined resources of more than 2000 local technical staff in the NY NJ metropolitan area - including specialists in power and regulatory permitting, who have worked on PVSC's Title V permitting and electrical upgrades.



Backed by program experts...

Selected for their large plant, large capital program knowledge and innovative thinking and solutions in treatment, power, flood control, and economics, this panel of advisors will bring value to critical planning activities and throughout the program.

Bo Bodniewicz - Facilities
Program manager for the \$1 billion CIP at DC Water Blue Plains AWTP with a broad background in capital wastewater treatment projects, nitrogen removal processes and technologies. Bo has been instrumental in supporting the development of AECOM+HDR's PVSC program approach.

Duane Gapinski - Flood Control
Understands FEMA flood control accreditation process and brings extensive risk management experience.

David Clark - Wastewater Programs
Extensive wastewater collection and treatment expertise, background in water quality planning and nutrient management.

Alexander Quinn & Chris Behr - Socio-Economic Evaluation/Triple Bottom Line
Expertise in industry-leading triple bottom line assessment, life cycle analysis, public finance strategies, and economic impact analyses.

William Tucello - Electrical
Expertise in design and review of New York/New Jersey metropolitan electrical substations, in-plant generation systems, and power distribution systems for industrial and municipal clients.

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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"Protecting Public Health and the Environment"

CONTRACT NO. A966

NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM

**PASSAIC VALLEY SEWERAGE COMMISSION
600 WILSON AVENUE
NEWARK, NJ 07105**

LEAD AGENCY

CONTRACT AND SPECIFICATIONS

TO

**VARIOUS MANUFACTURER PUMPS AND MOTORS –
REPAIR AND REPLACEMENT AND INSTALLATION
FOR A ONE (1) YEAR PERIOD**

JUNE 2014

BID DOCUMENT SUBMISSION CHECKLIST

Contract No. A966
VARIOUS MANUFACTURER PUMPS AND MOTORS –
REPAIR AND REPLACEMENT AND INSTALLATION
FOR A ONE (1) YEAR PERIOD

	<i>Item</i>	<i>Contract Section</i>	<i>Initial Each Item Submitted with Bid</i>
1.	Invitation To Bid	INV-1 to Inv-2	
2.	Acknowledgment of Receipt of Changes to Bid Documents	ACK-1	
3.	Signature	S-1	
4.	References	R-1	
5.	North Jersey Wastewater Cooperative	NJWWCPS-1-2	
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18.	General Conditions	GC-1 To GC-5	
19.	Supplemental Conditions	SC-1 To SC-4	
20.	Requirements of PL 2005- Chapter 51 & Executive Order 117*	EOCR 1-3	

*** Failure to submit these documents is a mandatory cause for the bid to be rejected.
(N.J.S.A. 40A:11-23-2)**

SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements. This sheet must be submitted with the bid documents.

Name of Bidder:
(Company Name) _____

By Authorized Representative: _____

Signature: _____

Print Name and Title: _____ Date: _____

PASSAIC VALLEY SEWERAGE COMMISSION**ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM****CONTRACT NO. A966****VARIOUS MANUFACTURER PUMPS AND MOTORS –
REPAIR AND REPLACEMENT AND INSTALLATION
FOR A ONE (1) YEAR PERIOD**

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the PVSC's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid. If there were no revisions or addenda write **NONE** on the top line, sign the acknowledgment below and submit with the bid documents.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

Acknowledgment by Bidder:

Name of Bidder:

(Company Name) _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

INVITATION TO BID

Notice is hereby given that the Passaic Valley Sewerage Commission will receive sealed bids until 10:00 o'clock in the morning on, Wednesday June 25, 2014 in their office located at 600 Wilson Avenue, Newark, New Jersey, at which time and place said bid will be publicly opened and read.

Security Notice: All contractors, subcontractors contractor employees and/or representatives entering the plant must have and must present to PVSC Security, government issued identification such as a valid picture Driver's License or Passport. This applies to bid openings, pre-bid conferences and all on-premises contract work.

All bids must be made upon the blank form of proposal annexed hereto. All blank spaces must be filled in black ink, in both words and figures, with the amounts for which the proposal is made. The proposal must be signed by the bidder who shall include his business address.

Proposals shall be enclosed in opaque sealed envelopes, addressed to the Passaic Valley Sewerage Commission, 600 Wilson Avenue, Newark, New Jersey 07105, with the name and address of the bidder plainly marked upon the outside thereof. (If forwarded by mail, the sealed envelope containing the proposal, marked as directed above must be enclosed in another envelope addressed as specified in the Proposal, preferably by registered mail.) The outside envelope containing bids must clearly identify the bid number, contract name and bid opening date. Failure to follow this procedure is grounds for rejection.

It is the purpose of the Passaic Valley Sewerage Commission not to award the contract to any bidder who does not furnish evidence satisfactory to them that he is responsible and that he has sufficient financial resources, ability, experience and plant to enable him to prosecute the work successfully, and to fulfill all requirements of the contract.

Each bid must be accompanied by a certified check, or by a bid bond in an amount not less than \$ 500.00 enclosed in a sealed envelope, with the bid. Certified checks shall be drawn upon a National Bank or a Trust Company doing business in the State of New Jersey, and shall be payable to the order to of the Passaic Valley Sewerage Commission. Bid bonds shall be prepared on the form of Bid Bond attached hereto, and shall be duly executed by the bidder as principal and having as surety thereon, sureties or a surety company shall be licensed to do business in the State of New Jersey, and listed in the current Federal Register, Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds".

Certified checks will be returned to all except the three (3) lowest formal bidders within ten (10) days after the formal opening of bids (Sundays and Holidays Excepted, and the remaining checks will be returned to the unsuccessful bidders within three (3) days after the Commission and the accepted bidder have executed the contract, or if no contract has been so executed, within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, as long as he has not been notified of the acceptance of his bid.

All bidders on this contract are required to complete a "Statement of Ownership of all Owners of 10% or more of the Stock of the Corporation" found in the contract documents.

All bidders on this contract are required to hold or obtain a "New Jersey Business Registration Certificate" as required by N.J.S.A. 52:32-44. Information on New Jersey Business Registration Certification Program operated by the New Jersey Department of the Treasury can be found on the internet at www.nj.gov/njbgs or by phone 609-292-1730. Failure to submit proof of registration (prior to contract award, in accordance with the 2009 Amendment to NJSA 40A:11-23.2) requires mandatory rejection of bid as a non-waivable defect. Bidder may submit certificate number as proof of certification as a courtesy at time of bid.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of PL 2001, c. 134 (C.52:32-44 et seq.) or subsection e. of section 92 of PL 1977, c. 110 (c.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Information on New Jersey Business Registration Certification Program operated by the New Jersey Department of the Treasury can be found on the internet at www.nj.gov/njbgs or by phone 609-292-1730.

All bidders on this contract are required to be eligible for contract award under the terms and conditions of State of New Jersey Division of Purchase and Property Two-Year Chapter 51/Executive order 117 Vendor Certification and Disclosure of Political Contributions (CH51.1 R1/21/2009).

The bidder to whom the contract is awarded will be required to provide the necessary documents as required by Public Law 1975, Chapter. 127, NJAC 17:27 Affirmative Action Compliance.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

The bidder to whom the contract is awarded will be required to execute the contract within ten (10) days (not including Sunday) from the date of the mailing of a notice from the Passaic Valley Sewerage Commission to the bidder, according to the address given by him, that the contract is ready for signature; and in case of his failure or neglect so to do, the Passaic Valley Sewerage Commission may, at its option, determine that the bidder has abandoned the contract; and thereupon the proposal and acceptance shall be null and void, the bid security accompanying the proposal shall be forfeited to the Passaic Valley Sewerage Commission, and the bidder shall additionally be liable for all damages to the Commission occasioned by such default.

The sureties or surety company must be satisfactory to the Passaic Valley Sewerage Commission.

The Passaic Valley Sewerage Commission reserves the right to reject any and all bids, or to accept any bid should they deem it to be for their interest so to do. The Passaic Valley Sewerage Commission also reserve the right to waive any informality in any bid should they deem it to be for their interest so to do.

In accordance with N.J.S.A. 52:32-58, Bidder shall certify and submit with their bid as set forth therein on a form of Certification promulgated by State of New Jersey Division of Purchase and Property entitled "Disclosure of Investment Activities in Iran". The form of Certification and accompanying list dated January 28, 2013 can be found at: http://www.state.nj.us/treasury/purchase/forms/DPA_Form_Packet.pdf (page 6 of 17) and <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>, respectively. It is the responsibility of Bidder to insure that the most up to date list issued by the Division of Purchase and Property is attached to the Certification submitted with this Bid.

If the contractor elects to provide the specified bid security in lieu of a performance bond, the bid security shall become a bond for the successful bidder and will be returned to him upon completion of the contract.

Questions and request for proposals shall be directed electronically or in writing to the Passaic Valley Sewerage Commission Purchasing Department for official response, telephone number (973)817-5702, email address tfuscaldo@pvsc.nj.gov.

PASSAIC VALLEY SEWERAGE COMMISSION
600 Wilson Avenue, Newark, N.J. 07105

CONTRACT NO. A966
PASSAIC VALLEY SEWERAGE COMMISSION
PROPOSAL TO

VARIOUS MANUFACTURER PUMPS AND MOTORS –
 REPAIR AND REPLACEMENT AND INSTALLATION
 FOR A ONE (1) YEAR PERIOD

To: **PASSAIC VALLEY SEWERAGE COMMISSION**

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are named under the bid signatures, that the proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the annexed proposed form of contract and bond and the drawings therein referred to; and that he proposes and agrees, if this proposal is accepted, to contract with the Passaic Valley Sewerage Commission, in the form of the copy of the Contract deposited in the office; of the Passaic Valley Sewerage Commission, to perform all the work described in the contract specifications in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following sums, exclusive of all taxes, to wit:

If this proposal shall be accepted by the Passaic Valley Sewerage Commission, and the undersigned shall fail to contract as aforesaid, within ten (10) days (not including Sunday) from the date of the mailing of a notice from the Passaic Valley Sewerage Commission to him, according to the address herewith given, that the contract is ready for signature, then the Passaic Valley Sewerage Commission may at their option determine that the bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void, and the certified check and the proceeds thereof for \$500.00 dollars accompanying this proposal shall become the property of the Passaic Valley Sewerage Commission and additionally the bidder shall be liable to said Commission for any and all damages accruing to said Commission by reason of said failure to default; otherwise the accompanying check shall be returned to the undersigned.

Signature of bidder with residence and business address.

Business _____ Residence _____

Dated:

If the bidder can give the names and addresses of the proposed sureties or surety company that will sign the bond, he is requested to do so below. The names will not be made public.

The bidder is requested to state below what work of a character similar to that included in the proposed contract he has done, and give references that will enable the Passaic Valley Sewerage Commission to judge of his experience, skill and business standing.

CONTRACT #A966

BID BOND**KNOW ALL MEN BY THESE PRESENTS** That we, the undersigned

_____ as Principal; and _____ Surety, are hereby held and firmly bound unto the Passaic Valley Sewerage Commission in the penal sum of \$500.00 for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____

The condition of the above obligation is such that whereas the Principal has submitted to the Passaic Valley Sewerage Commission a certain Bid, attached hereto, and hereby made a part hereof, to enter into a contract in writing, to

VARIOUS MANUFACTURER PUMPS AND MOTORS –REPAIR AND REPLACEMENT AND
INSTALLATION FOR A ONE (1) YEAR PERIOD

NOW THEREFORE,

- A) If said Bid shall be rejected, or, in the alternate,
- B) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then, this obligation shall be void, otherwise the same shall remain in force, and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Principal may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have set their hands and seals, and such of them as are corporations having caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal: _____

Surety: _____

By: _____

Authorized Signature

By: _____

Authorized Signature

Print Name

Print Name

Title: _____

Title: _____

Seal: _____

Seal: _____

STATEMENT OF OWNERSHIP OF
ALL OWNERS OF 10% OR MORE
OF THE STOCK OF THE CORPORATION

Under the provisions of the State Law (NJSA 52: 25-24.2, Chapter 33 of the Laws of 1977), a bidder must file a statement of ownership prior to or with the bid. The statement must contain the names and addresses of all owners of ten per cent (10%) or more of the stock of whatever class of the corporation, or the names of individual partners in the partnership, who own ten per cent (10%) or greater interest in the partnership, as the case may be.

IN ORDER FOR YOUR BID TO BE CONSIDERED, YOU MUST LIST BELOW THE NAMES AND ADDRESSES OF THOSE MEETING THE CRITERIA OF THE LAW:

1. **PARTNERS WITH 10% OR GREATER INTEREST:**

Names

Addresses

2. **OWNERS OF 10% OR MORE OF THE STOCK OF THE CORPORATION, INCLUDING STOCK OF ALL CLASSES.**

IF NONE, PLEASE CHECK THE APPROPRIATE BOX.

DO NOT LEAVE THIS SPACE BLANK:

Names

Addresses

NONE

☐

3. **IF, UNDER ITEM 2, THE NAME OF A PARTNERSHIP OR CORPORATION IS LISTED, LIST BELOW THE NAMES OF INDIVIDUAL PARTNERS AND/OR STOCKHOLDERS OF WHAT- EVER CLASS WHO OWN A 10% OR GREATER INTEREST IN THE PARTNERSHIP OR CORPORATION LISTED UNDER ITEM 2:**

IF NONE, PLEASE CHECK THE APPROPRIATE BOX.

DO NOT LEAVE THIS SPACE BLANK.

Names

Addresses

NONE

☐

Signature: _____
(person who signs bid proposal)

*******NOTE:** YOUR ATTENTION IS DIRECTED TO THE FACT THAT FAILURE TO COMPLETE THE STATEMENT OF OWNERSHIP FORM IS A NON-WAIVABLE DEFICIENCY AND THE COMMISSION IN THE EVENT OF NON COMPLIANCE ARE REQUIRED AS A MATTER OF LAW TO REJECT YOUR BID. ALL OF THE INFORMATION REQUESTED IS STRICTLY REQUIRED. EACH QUESTION MUST BE ANSWERED EITHER BY PROVIDING THE REQUESTED INFORMATION OR IF THE ANSWER TO THE QUESTION IS "NONE", THAT MUST BE WRITTEN IN. IF REQUIRED, ATTACH ADDITIONAL SHEETS TO LIST ALL NAMES.*****

North Jersey Wastewater Cooperative Pricing System

Contract A966 Various Manufacturers Pumps and Motors Repair and Replacement and Installation For A One (1) Year Period has been designated as a Cooperative Pricing System Contract. Prospective bidders are invited to submit bids on the attached vendor bid list for the following North Jersey Wastewater Cooperative Pricing System members:

Lead Agency: Passaic Valley Sewerage Commission (PVSC)
600 Wilson Avenue
Newark, New Jersey 07105

Deliver to Location: Same

Member Agencies:

Bergen County Utilities Authority (BCUA)
PO Box 9
Little Ferry, New Jersey 07643

Deliver to Location:
BCUA
Foot of Mehrhof Road
Little Ferry, New Jersey 07643

Joint Meeting of Essex and Union Counties (JMEUC)
500 South First Street
Elizabeth, New Jersey 07202

Deliver to Location: Same

The Pequannock, Lincoln Park, and Fairfield
Sewerage Authority- Two Bridges (TBSA)
PO BOX 88
Lincoln Park, New Jersey 07035

Deliver to Location:
End of Lincoln Boulevard
Lincoln Park, New Jersey 07035

Northwest Bergen County Utilities Authority
30 Wyckoff Avenue
Waldwick, New Jersey 07463

Deliver to Location: Same

Rahway Valley Sewerage Authority
1050 East Hazelwood Avenue
Rahway, New Jersey 07065

Deliver to Location: Same

Town of Morristown
200 South Street
Morristown, New Jersey

Delivery Location: Same

Township of Wayne
475 Valley Road
Wayne, New Jersey 07470

Deliver to Location: Same

City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

Deliver to Location: 9 Main Street
Asbury Park, New Jersey 07712

Linden Roselle Sewerage Authority
5005 South Wood Avenue
Linden, New Jersey 07036-8118

Deliver to Location: Same

Sussex County Municipal Utilities Authority
34 South Route 94
Lafayette, New Jersey 07848

Deliver to Location: Same

☐ Check here if willing to provide the goods or services herein bid upon to registered members of the North Jersey Wastewater Cooperative Pricing System (NJWWCPS) without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders will be placed directly by the registered members identified herein by separate contract, subject to the overall terms of the master contract to be awarded by the Passaic Valley Sewerage Commission, and that no additional service or delivery charges will be allowed except as permitted by these specifications

☐ Check here if not willing to extend prices to registered members of the NJWWCPS who have submitted estimates as described above. It is understood that this will not adversely affect consideration of this bid with respect to the needs of the Passaic Valley Sewerage Commission.

The procedure by which **Contract A966** Various Manufacturers Pumps and Motors Repair and Replacement and Installation For A One (1) Year Period will be awarded in the event that the lowest responsible bidder, in the bid document, declines to extend prices to the registered members who submitted estimates is as follows:

The contract for the needs of the lead agency will be awarded to the lowest responsible bidder and new bids will be sought and a master contract subsequently awarded with respect to the needs of the registered members who have submitted estimates.

Bid prices may be extended to registered members who have not submitted estimates prior to the advertisement for bids upon written approval of the lead agency and the awarded contractor.

Insurance certificates and performance bonds will be required as per the enclosed bid specifications

PLEASE NOTE FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH THE BID PACKAGE WILL RESULT IN THE REJECTION OF THE BID

IF AWARDED A CONTRACT YOUR COMPANY/FIRM WILL BE REQUIRED TO PROVIDE THE FOLLOWING INFORMATION TO THE COMMISSION PRIOR TO THE ACTUAL AWARD OF THE CONTRACT AND/OR EXECUTION THEREOF:

AFFIRMATIVE ACTION COMPLIANCE

Pursuant to Public Law 1975, C. 127,(NJAC 17:27 Affirmative Action Compliance requires that successful bidders on contracts let by Public Agencies prior to or with the execution of the contract, the low bidders shall furnish the Passaic Valley Sewerage Commission with one of the following documents, whichever may be applicable to his present situation.

1. Copy of a Federal letter of approval from the U. S. Department of Labor's Office of Federal Compliance Programs (OFCCP).
2. Photo copy of the Certificate of Employee Information Report.
3. A copy of form (A.A. 302) Affirmative Action Employee Information Report.
4. Failure to supply the Affirmative Action document within the time frame allowed by law, will require the Public Agency to declare the contractor as being non-responsive.

CONTRACT NO. A966
VARIOUS MANUFACTURER PUMPS AND MOTORS –REPAIR AND REPLACEMENT AND
INSTALLATION FOR A ONE (1) YEAR PERIOD

INSTRUCTION TO BIDDERS

1. The vendor is not required to bid on every item on the contract. Vendors may bid to provide service on the various manufacturer's pumps and motors as listed on the vendor format list only or bid to furnish and deliver the various manufacturers pumps and motors as listed on the vendor format list only or bid to install the various manufacturer's pumps and motors as listed on the vendor format list. Vendors may also bid to provide **any combination of service equipment or installation services** to the members of the North Jersey Wastewater Cooperative Pricing System.

2. Any manufacturer, brand, model, and/or any other proprietary trade name indicated on the bid by the PVSC serves to define the specifications of the items the PVSC wishes to be delivered. An approved equal may be furnished. All equals or exceptions submitted by bidder shall be cataloged and referenced to the PVSC specifications, and manufacturer's published technical bulletins. The documents shall be submitted with the bid proposal and conform to each requirement of the specifications.

Any and all exceptions or alternates to manufacturer's brand, model and/or proprietary trade name indicated, shall be legible and complete in every detail on the attached "bidders exception list", and additional stationary as required at bidders expense. It is understood if no exception is taken the vendor shall supply all the materials exactly as specified.

Where there is no manufacturer's brand, model, and/or proprietary trade name indicated on the specifications, the bidder shall detail and catalog on the " bidders exception" what he intends to supply, and shall include manufacturers technical bulletins.

Failure to supply any of the said technical data or to complete the "bidders exception" in the prescribed manner shall render the bid proposal "Non-Responsive"

3. The Commission reserve the right to award this contract on a per item basis, or in total, or they may accept any alternative that they deem to be in their best interest, or they may reject all bids.

4. All proposals shall be filled out by Handwritten Pen, preferably in black ink, or Typewriter, pencil entries not allowed, and must be legible. All corrections made after the bid is prepared must be made in ink, be clearly legible, and must be initialed by the person authorized to sign the bid. Failure to follow this procedure is grounds for rejection of the bid or bid items.

5. Bidders shall sign the bid, signed by an authorized representative of the bidding firm.

NOTE: The vendor shall clearly mark on the outside of the envelope containing his bid: the bid number, contract name, and bid opening date. Failure to follow this procedure is grounds for rejection.

CONTRACT NO. A966
VARIOUS MANUFACTURER PUMPS AND MOTORS –REPAIR AND REPLACEMENT AND
INSTALLATION FOR A ONE (1) YEAR PERIOD
BID SHEET

NAME OF BIDDER:

BUSINESS NAME:

ADDRESS:

TELEPHONE NO:

FAX :

1. Pursuant to and in compliance with the Proposal, Invitation to Bid and the Instructions to the Bidders relating thereto, the vendor shall perform repair services to the Members of the North Jersey Wastewater Cooperative Pricing System for a one year period, for all expenses incurred in the performance of the work, for all risk and liabilities in connection with the work, and in accordance with all the terms of the specifications, and this contract for the hourly rates as shown for items R1, R2, R3 and R4 listed below.

R1. Hourly labor rate to perform work on various manufacturers' pumps as listed on the vendor format list:

_____ per hour

R2. Hourly labor rate to perform work on various manufacturers' motors as listed on the vendor format list:

_____ per hour

IN ORDER TO BID TO PROVIDE REPAIR SERVICES TO MEMBERS OF THE NJWCPS, ITEMS 1 AND 2 ABOVE MUST BE FILLED OUT, OTHERWISE THE BID WILL BE REJECTED. PLEASE LIST ALL MANUFACTURERS THAT REPAIR SERVICE WILL BE PROVIDED FOR IN ITEM 3 BELOW.

R3. List all Manufacturers that vendor will provide repair services from the vendor format list. (Indicate line item number and manufacturer name):

P3

R4. List all Manufacturers that vendor will provide installation services from the vendor format list. Please be advised that installation services will be conducted on an as needed per member basis using the appropriate and current Prevailing Wage Rates for the NJWWCPS member (Indicate line item number and manufacturer name):

2. Pursuant to and in compliance with the Proposal, Invitation to Bid and the Instructions to the Bidders relating thereto, the vendor shall furnish and deliver the items listed on the bid to the PVSC (or other NJWCPS member's) Warehouse for a one year period, for all expenses incurred in the performance of the work, for all risk and liabilities in connection with the work, and in accordance with all the terms of the specifications, and this contract for the unit prices as shown on the attached vendors format list.

a. Total number items bid - _____ (From Vendor Format List- Replacement Motors and Pumps)

b. Delivery Period – _____ Calendar Days

NOTE: The delivery period must be completed or the bid will be considered non-responsive.

3. The vendor shall submit bids to provide Pumps and Motors as per the attached specification pages and as itemized in the listed catalogs. The vendor shall bid in reference to the manufacturer's list price, and shall indicate a percentage off the manufacturer's list price for each item bid on. The resulting prices shall remain effective for the term of the contract regardless of the price list expiration date.

a. Vendors shall supply two "2" numbered copies of each catalog and price lists representative of the items bid on by the vendor, or that bid will not be evaluated. If no printed catalog is available access to web based catalogs may be substituted. The "Bidders Exceptions" page (BE-1) may be used to provide proper written explanation in the event that a vendor wants to submit a bid without catalogs.

b. If no catalog is identified on the vendor's format list, the bidder shall bid on the current catalog, and clearly identify on his bid proposal which catalog he intends to use, and follow the same procedure as if a catalog had been listed. The intent of this section of the contract is for procurement of Pumps and Motors for the manufacturers listed on the vendor format list.

c. The catalogs listed refer to the most current catalog on the date that the bid is due. Vendors must submit the manufacturer's published suggested price list (list price) along with a catalog for evaluation. The Catalogues and Price lists must specifically coincide with the manufacturer's catalog indicated in the vendor's format list. Catalogues and Price list must be labeled "Item 1", "Item 2", etc. to correspond with the vendor's format list.

d. Additional catalogs may be required by PVSC. The vendor should supply the catalogs needed, at no additional cost to the PVSC.

4. In the event of a conflict between the bid specifications (request for proposal, invitation to bid, etc.) and the Contractors bid submission (proposal, response, etc.) the terms of the specifications (or otherwise as referenced) shall govern the agreement between PVSC and the Contractor.

5. Upon notification of an order from the PVSC or other member of the NJWCPS, the vendor guarantees that the Pumps and or Motors bid on will be delivered or the services will be furnished within the specified days on the bid from said notification, unless prevented by strike

or strikers that prevent delivery of materials or service. Should any order or orders be unfilled as of the agreed delivery date, the buyer reserves the right, upon notification to seller, to cancel this order or orders either in whole or in part without liability to the buyer other than for payments for that portion of order or orders already delivered and accepted. The Commission reserves the right to seek any redress for damages under the Default article of the contract.

6. The P.V.S.C. is exempt from paying any New Jersey State and Federal taxes.
7. Prices shall be net including all transportation charges fully prepaid by the vendor F.O.B. Destination.
8. The term of this contract is for a one (1) year period beginning July 1, 2014 and extending thru June 30, 2015. All prices shall hold firm, and not be subject to increase during the term of the contract.
9. The Commission do not warrant any minimum or maximum quantities, and no minimum delivery dollar amount shall be acceptable. Material will be ordered as needed, and the vendor will only be paid for the actual material delivered at the appropriate bid prices.
10. After delivery and acceptance by the PVSC the vendor shall submit a bill for the Pumps and or Motors delivered, and the Commission at their next scheduled monthly meeting will pay the amount due. All exceptions contained in N.J.S.A. 2A:30-2(a) shall apply solely for the benefit of PVSC.
11. Any spillage caused by the Contractor, his subcontractor, his suppliers or his equipment while on P.V.S.C. property, shall be the Contractor's responsibility to properly clean up at the Contractor's expense. The clean up shall meet all Federal and State requirements and regulations, including supplying all documentation. A copy of the vendor's/contractor's spill response plan shall be submitted to the P.V.S.C. upon award of this contract.
12. All hazardous material whether sold, delivered, and/or used to perform a service on the P.V.S.C. site, shall be properly labeled in accordance with the New Jersey Worker and Community Right to Know Act (P.L. 1983, C315, N.J.S.A. 34:5A-1 et seq.). The bidder shall include with his bid proposal the Material Safety Data Sheets, for all the products that he intends to deliver to the PVSC under this bid. The vendor shall comply with these terms otherwise his bid will be disqualified.

Hazardous materials not complying with this act will cause the P.V.S.C. to reject shipments or deny the use of such materials on its site. The vendor shall be responsible for any cost incurred for materials found not to be in compliance with the act. The P.V.S.C. will make the sole determination if this act is being violated, and the vendor shall abide by this decision. Violation of this act may be considered an abandonment of the contract, and the Commission may seek redress under the Default Article of the contract.

13. Providing a vendor is awarded a contract or any part thereof, he shall provide the Passaic Valley Sewerage Commission with a Certificate of Insurance indicating coverage for the following: General Liability Insurance; Automobile Insurance; Workmen's Compensation. These certificates of insurance shall exist for the term of contract.

QUOTE NUMBER: A966
CONTRACT TEMPLATE NAME:
CONTRACT TYPE: DISCOUNT

Line Item	Description	Qty / UOM	% Discount	Lead Time
00001	ATB MOTORS CURRENT CATALOG			
00002	BALDOR MOTORS CURRENT CATALOG			
00003	CONTINENTAL MOTORS CURRENT CATALOG			
00004	EMERSON MOTORS CURRENT CATALOG			
00005	GE MOTORS CURRENT CATALOG			
00006	HEMCO MOTORS CURRENT CATALOG			
00007	MARATHON MOTORS CURRENT CATALOG			
00008	NORD MOTORS CURRENT CATALOG			
00009	PREMIUM ELECTRIC MOTORS CURRENT CATALOG			
00010	RELIANCE MOTORS CURRENT CATALOG			
00011	SEIMAN MOTORS CURRENT CATALOG			
00012	SL ELECTRIC MOTORS CURRENT CATALOG			
00013	US ELECTRIC CURRENT CATALOG			
00014	US MOTORS CURRENT CATALOG			
00015	AMERICAN PUMPS CURRENT CATALOG			
00016	CHESTERTON PUMPS CURRENT CATALOG			
00017	FAIRBANKS MORSE PUMPS CURRENT CATALOG			
00018	FLOW SERVE PUMPS CURRENT CATALOG			
00019	GARDNER DENVER PUMPS CURRENT CATALOG			

QUOTE NUMBER: A966
CONTRACT TEMPLATE NAME:
CONTRACT TYPE: DISCOUNT

Line Item	Description	Qty / UOM	% Discount	Lead Time
00020	GOULD PUMPS CURRENT CATALOG			
00021	ITT ALLIS CHAMBERS PUMPS CURRENT CATALOG			
00022	MOYNO PUMPS CURRENT CATALOG			
00023	NASH PUMPS CURRENT CATALOG			
00024	QUINCY PUMPS CURRENT CATALOG			
00025	SCFM COMPRESSOR CURRENT CATALOG			
00026	SIGMA PUMPS CURRENT CATALOG			
00027	TORUS PUMPS CURRENT CATALOG			
00028	VANTON PUMPS CURRENT CATALOG			
00029	WEINMAN PUMPS CURRENT CATALOG			
00030	WEMCO PUMPS CURRENT CATALOG			
00031	WORTHINGTON PUMPS CURRENT CATALOG			
00032	SEIMENS-ENVIREX CURRENT CATALOG			
00033	INGERSOLL-RAND CURRENT CATALOG			
00034	GORMAN RUPP CURRENT CATALOG			
00035	DBS EQUIPMENT CURRENT CATALOG			
00036	S.E.W. EURODRIVE CURRENT CATALOG			

QUOTE NUMBER: A966
CONTRACT TEMPLATE NAME:
CONTRACT TYPE: DISCOUNT

Line Item	Description	Qty / UOM	% Discount	Lead Time
00037	EXCEPTION TO ITEM 22 AS BID BY WEST COAST ROTOR PUMP PARTS MANUFACTURED BY WEST COAST ROTOR AS PER ATTACHED QUOTATIONS 9531 TO 9542 WEST COAST ROTOR INC IS NOT AFFILIATED IN ANY WAY WITH MOYNO- A REGISTERED TRADEMARK OF ROBBINS AND MEYERS			
00038	ATB MOTORS CURRENT CATALOG			
00039	BALDOR MOTORS CURRENT CATALOG			
00040	CONTINENTAL MOTORS CURRENT CATALOG			
00041	EMERSON MOTORS CURRENT CATALOG			
00042	GE MOTORS CURRENT CATALOG			
00043	HEMCO MOTORS CURRENT CATALOG			
00044	MARATHON MOTORS CURRENT CATALOG			
00045	NORD MOTORS CURRENT CATALOG			
00046	PREMIUM ELECTRIC MOTORS CURRENT CATALOG			
00047	RELIANCE MOTORS CURRENT CATALOG			
00048	SEIMAN MOTORS CURRENT CATALOG			
00049	SL ELECTRIC MOTORS CURRENT CATALOG			
00050	US ELECTRIC CURRENT CATALOG			
00051	US MOTORS CURRENT CATALOG			
00052	AMERICAN PUMPS CURRENT CATALOG			
00053	CHESTERTON PUMPS CURRENT CATALOG			

QUOTE NUMBER: A966
CONTRACT TEMPLATE NAME:
CONTRACT TYPE: DISCOUNT

Line Item	Description	Qty / UOM	% Discount	Lead Time
00054	FAIRBANKS MORSE PUMPS CURRENT CATALOG			
00055	FLOW SERVE PUMPS CURRENT CATALOG			
00056	GARDNER DENVER PUMPS CURRENT CATALOG			
00057	GOULD PUMPS CURRENT CATALOG			
00058	ITT ALLIS CHAMBERS PUMPS CURRENT CATALOG			
00059	MOYNO PUMPS CURRENT CATALOG			
00060	NASH PUMPS CURRENT CATALOG			
00061	QUINCY PUMPS CURRENT CATALOG			
00062	SCFM COMPRESSOR CURRENT CATALOG			
00063	SIGMA PUMPS CURRENT CATALOG			
00064	TORUS PUMPS CURRENT CATALOG			
00065	VANTON PUMPS CURRENT CATALOG			
00066	WEINMAN PUMPS CURRENT CATALOG			
00067	WEMCO PUMPS CURRENT CATALOG			
00068	WORTHINGTON PUMPS CURRENT CATALOG			
00069	SEIMENS-ENVIREX CURRENT CATALOG			
00070	INGERSOLL-RAND CURRENT CATALOG			
00071	GORMAN RUPP CURRENT CATALOG			
00072	DBS EQUIPMENT CURRENT CATALOG			

QUOTE NUMBER: A966
CONTRACT TEMPLATE NAME:
CONTRACT TYPE: DISCOUNT

Line Item	Description	Qty / UOM	% Discount	Lead Time
00073	S.E.W. EURODRIVE CURRENT CATALOG			
00074	TRITAN-MCFARLAND PUMPS CURRENT CATALOG			

CONTRACT # A966

BIDDERS EXCEPTIONS

Item No. Description (Including Manufacturer, Brand & Model Number)

CONTRACT NO. A966
AGREEMENT
PASSAIC VALLEY SEWERAGE COMMISSION
600 WILSON AVENUE
NEWARK, NEW JERSEY 07105

CONTRACT AND SPECIFICATIONS
FOR
VARIOUS MANUFACTURER PUMPS AND MOTORS –REPAIR AND REPLACEMENT AND
INSTALLATION FOR A ONE (1) YEAR PERIOD

THIS AGREEMENT, made and executed this _____ day of _____, 2014 by and between the Passaic Valley Sewerage Commission, a public body of the County of Essex, State of New Jersey, hereinafter called the PVSC, and

a corporation chartered under the laws of the state of _____
partnership, individual with principals offices at

hereinafter called the "Contractor".

WITNESSETH: That the said Contractor has agreed and by these presents does agree with the PVSC, for the Prices bid and stipulated in the Proposal herein contained or hereunto annexed and under the terms and conditions expressed in Bonds bearing even date with these presents, and herein contained or hereunto annexed, to furnish at his own cost and expense all the necessary materials, labor, superintendence, tools, and appliances and shall execute, construct, and finish and test in an expeditious and workmanlike manner all the work as described in the contract specifications commencing the work within ten (10) days unless stated otherwise in the bid documents, from the date of Notice to Proceed and executing the same within the time and proceed in the manner specified and in conformity with the requirements set forth in the Contract Documents herein contained or hereunto attached and in accordance with the Contract Specifications of said Work.

The Contractor shall proceed with the said Work in a prompt and diligent manner and shall do all parts thereof at such times in such order as the PVSC may approve. Further, he shall complete the whole of said Work in accordance with the Contract Documents to the satisfaction of the PVSC.

The PVSC shall not be liable to the Contractor for any neglect, default, delay or interference of or by another contractor, nor shall any such neglect, default, delay or interference of any other contractor, or alteration which may be required in said Work, release the Contractor from the obligation to finish the said Work within the time aforesaid or from the damages to be paid in default thereof.

It is hereby mutually agreed that the PVSC is to pay and the Contractor is to receive the amount bid (less retainage, if any) and stipulated in the proposal herein contained or hereto annexed, as full compensation for furnishing all work as described in the Contract Specification and for fully complying with the terms and conditions of this Contract.

Subject to the applicable provisions of law, the Contract shall be in full force and effect as a contract from and after the date when a fully executed and approved counterpart hereof is delivered to the Contractor at the address set forth above and shall remain and continue in full force and effect until after the expiration of the warranty period and the Contractor and the sureties are finally released by the PVSC.

In the event of a conflict between the bid specifications (request for proposal, invitation to bid, etc.) and the Contractors bid submission (proposal, response, etc.) the terms of the specifications (or otherwise as referenced) shall prevail in all cases and will govern in the award and agreement between the PVSC and the Contractor.

IN WITNESS WHEREOF: The parties hereto have executed this agreement the day and year first above mentioned.

PASSAIC VALLEY SEWERAGE COMMISSION

BY: _____

(SEAL) ATTEST BY: _____

PASSAIC VALLEY SEWERAGE COMMISSION

CONTRACTOR NAME

BY: _____
CONTRACTOR

(SEAL) ATTEST BY: _____
CONTRACTOR

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

All vendors are required to submit proof of New Jersey Business Registration with their bid documents. Failure to submit proof of registration requires mandatory rejection of bid as a non-waivable defect. This requirement covers construction work as well as non-construction bids.

If awarded a contract your company/firm shall provide written notice to its subcontractors 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 shall submit an accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [NJSA 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 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 business registration as required pursuant to section 1 of PL 2001, c. 134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of PL 1977, c. 110 (c.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Information on the New Jersey Business Registration Certification Program, operated by the New Jersey Department of the Treasury, can be found on the internet at www.nj.gov/njbgs or by phone at 609-292-1730.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

RFP/BID: CONTRACT A966

Bidder/Offeree:

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 with the Passaic Valley Sewerage Commission must complete the certification below to attest, under penalty of perjury, that the person or entity's, subsidiaries, or affiliates is not identified on a list created and maintained by the N.J. Department of the Treasury as a person or entity engaging in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List") 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 PVSC finds a person or entity to be in violation of the principles which are the subject of this law, it 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 person or entity.

PLEASE CHECK THE APPROPRIATE BOX:

☐ I 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.

☐ 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 New Jersey Department of Treasury Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

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

Name: _____	Relationship to _____
Bidder/Offeree: _____	
Description of Activities: _____	

Duration of Engagement: _____ Anticipated Cessation Date: _____	
Proposer Contact Name: _____ Contact Phone Number: _____	

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

Full Name (Print) _____

Signature _____

Title _____ Date: _____

- a. The Contractor enters into this agreement with the full knowledge of the conditions and requirements of the specifications. The specifications, proposal, instruction to bidders, etc. will prevail in all cases over any conflict between the same and the General Conditions listed hereto.
- b. The Contractor agrees that during the entire term of the contract it will pursue the work faithfully and diligently and will, at all times, have the necessary sources of supply, labor, material and machinery necessary to complete the contract in accordance with the terms of the specifications.
- c. All work done under this contract shall be done to the satisfaction of the Engineer of P.V.S.C., or a P.V.S.C. Representative who shall in all cases determine the amount, quality, acceptability and fitness of the material and work which are to be paid for hereunder and shall decide any questions which may arise as to the fulfillment of this decision thereon shall be final and conclusive. The word "Engineer" shall mean the person holding the position of Manager of Plant Engineering of the Passaic Valley Sewerage Commission, or the authorized representative.
- d. If the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail to supply enough skilled workmen or proper materials, or if it should fail to make prompt payment to subcontractors for material, labor, or equipment rental, or persistently disregard laws, ordinances, or other instructions of the Engineer, or the PVSC representative, or this contract, then P.V.S.C., upon the certificate of the Engineer or the PVSC representative that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor thirty (30) days written notice, terminate the employment of the Contractor. The termination of the employment of the Contractor under the provisions of this paragraph shall not relieve the surety of its responsibility.
- e. All notices, demands, requests, instructions, approvals and claims shall be in writing. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in the bid (or at such other offices as the Contractor may from time to time designate to the Engineer or the PVSC representative in writing) or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered by telephone electronic/facsimile (FAX) transmission system. All papers required to be delivered to P.V.S.C. shall, unless otherwise specified to the Contractor in writing, be delivered to the office of P.V.S.C. at 600 Wilson Avenue, Newark, New Jersey and any notice to or demand upon P.V.S.C. shall be sufficiently given if delivered to the said office, or if deposited in the United States mail in a sealed, postage-prepaid envelope, certified mail, return receipt requested.
- f. No final or semi-final payment shall be made until the representative has certified to P.V.S.C. that the work has been completed by the Contractor in accordance with the requirements of the plans, specifications and contract. Pursuant to N.J.S.A. 2A:30A-2(f), disputes regarding whether a party has failed to make payments required pursuant to N.J.S.A. 2A:30A-2 may be submitted to a process of alternative dispute resolution. Alternative dispute resolution permitted by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts. In any civil action brought to collect payments pursuant to this section, the action shall be conducted inside of this State and the prevailing party shall be awarded reasonable costs and attorney fees.

- g. The Contractor shall not assign the contract or sublet it in whole or in part without the prior written consent of P.V.S.C., nor shall the Contractor assign any monies due or becoming due to it without the prior written consent of P.V.S.C..
- h. This contract, and all incorporations by reference together with the plans, specifications and bid documents, constitutes the entire agreement and understanding between the parties. This contract may not be modified, altered, abridged, amended or supplemented, except by written agreement executed by the parties.
- i. Neither the inspection by the Engineer or any agent or employee of P.V.S.C., nor any order by P.V.S.C. for the payment of money, nor any payment for, or acceptance of, the whole or any part of the work, by the PVSC representative or the Engineer, nor any possession taken by P.V.S.C. or their employees, shall operate as a waiver of any provisions of this contract, or of any right to damage herein provided, nor shall any waiver of any breach of the contract be held to be a waiver of any or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided, and P.V.S.C. shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this contract.
- j. The Contractor covenants and agrees that anything in this contract or in the contract documents to the contrary notwithstanding, or regardless of any matter, thing, contingency or condition unforeseen or otherwise, present or future, the Contractor shall not be entitled to receive any additional or further sums of money than the amounts in said contract documents provided, except pursuant to a written change order duly authorized by a resolution of P.V.S.C.; and the failure of P.V.S.C. to insist upon strict performance of any of the terms, covenants, agreements, provisions or conditions in this contract or in the contract documents or any one or more instances, shall not be construed as a waiver of relinquishment for the future of any such terms covenants, agreements, provisions and conditions, but the same shall be and remain in full force and effect with power and authority on the part of P.V.S.C. to enforce the same or cause the same to be enforced at any time, without prejudice to any other rights which P.V.S.C. may have against the Contractor under this contract or the contract documents.
- k. Plans, specifications and the within contract shall be construed in accordance with the laws of the State of New Jersey.
- l. The Contractor shall not employ any subcontractor that P.V.S.C. may object to as incompetent or unfit; nor shall the Contractor subcontract to any person that has submitted a bid proposal for the award of the contract. Additionally, the Contractor shall not enter into any joint venture of any kind whatsoever relating to the within construction. P.V.S.C. may waive the provisions of this paragraph in its sole and absolute discretion, upon submission of a written request by the Contractor for a waiver supported by a disclosure of all of the facts and circumstances accompanied by a copy of the joint venture contract agreement or understanding.
- m. The Contractor agrees that it is as fully responsible to P.V.S.C. for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.
- n. The Contractor will be required to comply with the requirements of all New Jersey Statutes affecting public contracts; more particularly, but not limited to, the provisions of the Statutes hereinafter recited. All statutes not referred to herein but required by law to be applicable to public contracts are incorporated herein as though fully set forth.
- o. Any spillage caused by the Contractor, his subcontractor, his suppliers or his equipment while on P.V.S.C. property, shall be the Contractor's responsibility to properly clean up at the Contractor's expense. The clean up shall meet all Federal and State requirements and regulations, including supplying all documentation. A copy of the vendor's/contractor's spill response plan shall be submitted to the P.V.S.C. upon award of this contract.

- p. Representatives of P.V.S.C. may have access to the work when it is in progress. Any inspection costs incurred by P.V.S.C. by reason of any breach or derelictions by the Contractor shall be chargeable to the Contractor.
- q. Contractor shall indemnify and save harmless P.V.S.C. against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of P.V.S.C., and/or the Contractor, and shall defend, indemnify and save harmless P.V.S.C. from any and all claims, demands, suits, actions, or proceedings of any kind or nature including workmen's compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection herewith, including operations of subcontractors and acts or omissions of employees or agents of Contractor or its subcontractors. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of Contractor under the terms of the contract. Contractor shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance, which, in its own judgment, may be necessary for its proper protection in the prosecution of the work. Any and all policies of insurance maintained by the Contractor shall be primary without contribution from any insurance carried by PVSC.
- r. Before final acceptance and final or semi-final payment by P.V.S.C., the Contractor shall deliver to the P.V.S.C. Representative a complete release of all liens arising out of the contract. Contractor agrees that at no time shall any municipal liens, mechanical liens, notices of intention, or secured instruments be filed against the work and should P.V.S.C. be compelled to remove or discharge a municipal lien, mechanic's lien, notice of intention or secured instrument, the Contractor shall reimburse P.V.S.C. for all costs.
- s. P.V.S.C. shall pay and the Contractor shall receive as full compensation for everything furnished and done under this contract, for all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of work, and for all risks of every description connected with the work, and for all expenses and losses incurred by or in consequence of the suspension or discontinuance of the work, all in accordance with the terms and conditions of this contract.
- t. The Commission may order, and the Contractor shall perform, extra work under this contract that is limited to the subject matter of this contract.

On any work done by the contractor, as ordered by the Commission in writing, which is not covered in the contract as defined in the contract herein the contractor shall be paid as extra work. Extra Work costs shall be arrived at as follows:

- (a) By such applicable unit prices, if any, as are set forth in the contract; or
- (b) If no such unit prices are set forth, and if the parties cannot agree upon prices or lump sum, then for work performed the Contractor shall receive as compensation the actual cost to him, which cost shall include only:
 - 1. Labor, including foreman, but not supervisors;
 - 2. Materials entering permanently into the work;
 - 3. The ownership or rental cost of construction plant and equipment during the time of use on the extra or changed order;
 - 4. Power and consumable supplies for the operation of power equipment during the above time;
 - 5. Insurance;
 - 6. Social Security and old age and unemployment contributions;
 - 7. Plus a fixed fee equal to 15% of the summation of items #1 through #6 above, which fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expenses. The prime contractor will not be permitted to include both his 15% and any subcontractor's 15% for the items enumerated herein.

- u. Default - In the event that the vendor, unless prevented by strike or strikers, which prevents delivery of parts or services, and shall fail to furnish the materials, or services listed in this contract as per the specifications, and according to all the terms of this contract, the Commission reserve the right to hold the Contractor in default of the contract and purchase the materials, or services through the open market, and the vendor agrees to pay the excess costs, if any, between the amount paid for same and the amount calculated at the contract price. The vendor shall also forfeit his bid or performance security to the P.V.S.C. and will not be considered a responsible bidder for any future P.V.S.C. bids.

Failure to comply with the N. J. Worker and Community Right to Know Act shall be reason for the Commission to hold the vendor in default of the contract, and apply the default conditions as described herein.

- v. Affirmative Action - During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

SUPPLEMENTAL CONDITIONS**A. N.J.S.A. 10:2-1**

Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

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

B. N.J.S.A. 14A:13-3

- 1. No foreign corporation shall have the right to transact business in this State until it shall have procured a certificate of authority so to do from the Secretary of State. A foreign corporation may be authorized to do in this State any business which may be done lawfully in this State by a domestic corporation, to the extent that it is authorized to do such business if the jurisdiction of its incorporation, but no other business.
- 2. Without excluding other activities which may not constitute transacting business in this State, a foreign corporation shall not be considered to be transacting business in this State, for the purposes of this act, by reason of carrying on in this State any one or more of the following activities;
 - a. maintaining, defining or otherwise participating in any action or proceeding, whether judicial, administrative, arbitral or otherwise, or effecting the settlement thereof or the settlement of claims or disputes;
 - b. holding meetings of its directors or shareholders;
 - c. maintaining bank accounts or borrowing money, with or without security, even if such borrowings are repeated and continuous transactions and even if such security has a situs in this State;
 - d. maintaining offices or agencies for the transfer, exchange and registration of its securities, or appointing and maintaining trustees or depositaries with relation to its securities.

3. The specification in subsection 14A:13-3(2) does not establish a standard for activities which may subject a foreign corporation to service of process or taxation in this State.

C. N.J.S. A. 34:11-56.27

In accordance with the New Jersey Prevailing Wage Act for workman engaged in any public work, prevailing wage rates can be paid (as shall be designated by the Commission) to the workers employed in the performance of the contract and that such workers shall be paid not less than such prevailing wage rate. In the event it is found that any workers, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract the public body or lessor may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the public body or lessor for any excess costs occasioned thereby.

Pursuant to N.J.S.A. 34:11-56.25 et seq., successful bidders on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the OWNER within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

NOTE: Prevailing wage rates will not apply or be applicable to any contract if an appendix from the New Jersey Department of Labor which includes the "Prevailing Wage Rate Determination", listing the prevailing wage levels is not attached to the contract.

D. N.J.S.A. 52:24-24.2

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until all names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

E. N.J.S.A. 52:33-1 AND 3

52:33-2. Notwithstanding any inconsistent provision of any law, and unless the head of the department, or other public officer charged with the duty by law, shall determine it to be inconsistent with the public interest, or the cost to be unreasonable, only domestic materials shall be acquired or used for any public work.

This section shall not apply with respect to domestic materials to be used for any public work, if domestic materials of the class or kind to be used are not mined, produced or manufactured, as the case may be, in the United States in commercial quantities and of a satisfactory quality.

52:33-3 Every contract for the construction, alteration, or repair of any public work in this state shall contain a provision that in the performance of the work the contractor and all subcontractors shall use only domestic material in the performance of the work; but if the head of the department or other public officer authorized by law to make the contract shall find that in respect to some particular domestic materials it is impracticable to make such requirement or that it would unreasonably increase the cost, an exception shall be noted in the specifications as to that particular material, and a public record made of the findings which justified the exception.

The Contractor will be required to comply fully with the requirements set forth in NJAC 7:31-3.17 as stated below. Since the work is adjacent to but does not involve direct handling of chlorine equipment, the Contractor's major efforts should be directed in the area of emergency response.

F: 7:31-3.17 Contractors and Contractor Employees

(a) The PVSC included in its risk management program written procedures to insure that work done by persons not directly employed by PVSC meets the applicable requirements of the risk management program. The procedures apply to specific activities involving the handling of chlorine by a contractor and/or its employees. Temporary employees, either directly hired by the PVSC or furnished by a non-employer agency, are subject to the same requirements of this chapter that are applicable to permanent PVSC employees.

(b) The procedure shall not apply to contractors providing incidental services which do not influence safety, such as janitorial work, food and drink services or other supply services;

(c) The procedures shall apply to the following activities performed by the contractor and/or its employees:

1. Maintenance or repair, turnaround, major renovation or specialty work on, or adjacent to, a facility handling chlorine;
2. Assistance as chlorine operators in facilities handling chlorine; and
3. Assistance during an emergency response accident involving chlorine, including mitigating the release.

(d) The procedure shall require the contractor to inform, train and evaluate its employees, as applicable to individual assignments, concerning;

1. The requirements of the site's preventive maintenance program;
2. The applicable provisions of the facility standard operating procedure on chlorine; and
3. The applicable provision of the site's emergency response plan (plant evacuation).

(e) The procedures shall require that:

1. The PVSC, when selecting a contractor, will obtain information regarding contractor's safety performance and programs;
2. The PVSC shall inform the contractors of the known potential fire, explosion or toxic release hazards related to the contractor's work and the facility handling chlorine;
3. The PVSC shall explain to the contractors the applicable provisions of the site's emergency response plan;
4. The PVSC shall develop and implement safe work practice to control the entrance, presence and exit of the contractor and/or its employees.
5. The PVSC will periodically evaluate the performance of the contractors in fulfilling their obligations as required below:

- i. The PVSC will request that the contractor assure that it and/or each its employees is trained in work practices necessary to safely perform his/her job;
- ii. The PVSC will request that the contractor assure that it and/or each of its employees is instructed in the known potential fire, explosion or toxic release hazards related to his/her job and the facility handling chlorine and the applicable provisions of the emergency response plan;
- iii. The PVSC will request that the contractor document that it and/or each of its employees has received and understand the training requested by the registrant. The PVSC shall request that the contractor prepare a record which contains the identity of its employee, the date of training and the means used to verify that the employee understood the training;
- iv. The PVSC will request that the contractor assure that it and/or each of its employees follows the safety rules of the PVSC including safe works practices;
- v. The PVSC will request that the contractor advise the registrant of any unique hazards presented by the contractor's work or of any hazards found by the contractor during its work.

G: N.J.S.A. 59:49-19 and N.J.S.A. 59:49-20

NOTICE TO ALL STATE VENDORS: SET -OFF FOR STATE TAX

Please be advised that, pursuant to L. 1995, c. 159, effective January 1, 1996 and codified at N.J.S.A. 59:49-19 and N.J.S.A. 59:49-20, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods and services or construction projects, at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's, partner's or shareholder's share of the payment of that indebtedness. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off.

The Division of Taxation may initiate procedures to set off the tax debt of a specific vendor upon the expiration of ninety (90) days after either the issuance by the Division of a notice and demand for payment of any state tax owed by the taxpayer or the issuance by the Division of a final determination on any protest filed by the taxpayer against an assessment or final audit

determination. A set-off reduces the contract payment due to a vendor by the amount of that vendor's state tax indebtedness or, in the case of a vendor-partnership or vendor-S corporation, by the amount of state tax indebtedness of any member-partner or shareholder of the partnership or S corporation, respectively. N.J.A.C. 18:2-8.3.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and shall provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest permitted under N.J.S.A. 59:49-19 shall stay the collection of the indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to L. 1987, c. 184 (N.J.S.A. 52:32-35) shall be stayed.



State of New Jersey
Division of Purchase and Property
Two-Year Chapter 51 / Executive Order 117 Vendor Certification and
Disclosure of Political Contributions

For AGENCY USE ONLY

General Information

Solicitation, RFP or Contract No. _____ Award Amount _____

Description of Services _____

Agency Contact Information

Agency Passaic Valley Sewerage Commission Contact Person Thomas A. Fuscaldo

Phone Number (973) 817-5702 Agency Email tfuscaldo@pvsc.com

Part 1: Vendor Information

Full Legal Business Name _____

(Including trade name if applicable)

Business Type

☐ Corporation

☐ Limited Partnership

☐ Professional Corporation

☐ General Partnership

☐ Limited Liability Company

☐ Sole Proprietorship

☐ Limited Liability Partnership

Address 1 _____ Address 2 _____

City _____ State _____ Zip _____ Phone _____

Vendor Email _____ Vendor FEIN _____

Part 2: Public Law 2005, Chapter 51/ Executive Order 117 (2008) Certification

I hereby certify as follows:

1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).
 - a) **Within the preceding 18 months**, the below-named person or organization has not made a contribution to:
 - (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or **Lieutenant Governor**;
 - (ii) Any State, county, **municipal** political party committee; OR
 - (iii) Any **legislative leadership committee**.
 - b) **During the term of office of the current Governor(s)**, the below-named person or organization has not made a contribution to
 - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**; OR
 - (ii) Any State, county or **municipal** political party committee nominating such Governor in the election preceding the commencement of said Governor's term.
 - c) **Within the 18 months immediately prior to the first day of the term of office of the Governor(s)**, the below-named person or organization has not made a contribution to
 - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**; OR
Any State, county, **municipal** political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

PLEASE NOTE: Prior to November 15, 2008, the only disqualifying contributions include those made by the vendor or a principal owning or controlling 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) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding 18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.

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	_____	Address of Recipient	_____
Date of Contribution	_____	Amount of Contribution	_____
Type of Contribution (i.e. currency, check, loan, in-kind) _____			
Contributor Name _____			
Relationship of Contributor to the Vendor _____			
Contributor Address _____			
City	_____	State	_____ Zip _____

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	_____	Print Name	_____
Phone Number	_____	Date	_____
Title/Position	_____		

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.

CONTRACTS AWARDED UNDER A966

- A966-1 GMH Associates of America, Inc.
- A966-2 Pumping Services, Inc.
- A966-3 AC Schultes, Inc.
- A966-4 Chiswick Electric Co. Inc.
- A966-5 Ram Industrial Services, Inc
- A966-6 Willier Electric Motor Repair, Co. Inc
- A966-7 Motor Technology, Inc.
- A966-8 Longo Electrical Mechanical
- A966-9 West Coast Rotor, Inc.
- A966-10 Rapid Pump and Meter, Inc.

CONTRACTS AWARDED UNDER A966A (RE-BID)

- A966A-1 GMH Associates of America, Inc.
- A966A-2 Hisco Pump
- A966A-3 Longo Electrical Mechanical

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ENGAGEMENT QUERY

EQ2014-008-P3 -- Passaic Valley Sewerage Commission - Sandy Contracts

I. GENERAL INFORMATION:

On March 27, 2013, P.L. 2013, Chapter 37 (N.J.S.A. § 52:15D-1, et seq.), the Integrity Oversight Monitor Law (the Law) was enacted for the purpose of authorizing the deployment of Integrity Oversight Monitors (Monitors) for recovery and rebuilding contracts resulting from Superstorm Sandy and subsequent major storms in NJ. The Act permits the State Treasurer to require Integrity Oversight Monitor services on any State or non-State, federally funded recovery and rebuilding contract of \$5 million or more. Pursuant to the Act, the Treasurer established a pool of qualified integrity monitors (Pool) from which the Treasurer could require the use of services on any State or non-State, federally funded recovery and rebuilding contracts. Consequently, the Treasurer has required monitoring on any such contracts valued at \$5 million or more.

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

This State is seeking to retain the services of one prequalified Contractor with knowledge of FEMA’s Public Assistance Program (PA) and Hazard Mitigation Grant Program (HMGP), and with experience with state and local procurement regulations.

The purpose of this Engagement Query is to provide PVSC with a monitor in order to minimize the risk of deobligation; and prevent or rectify the duplication of benefits, process and payment errors, waste, fraud, abuse, malfeasance, and mismanagement of funds. This Contractor will serve as the Integrity Oversight Monitor pursuant to the Law.

The Contractor will be responsible for reviewing the PVSC’s financial and administrative functions for these contracts; verifying that the contracts are procured in accordance with all federal, state, and local laws, regulations and ordinances; and confirming that all contract requirements, terms and conditions, and deliverables are met. The Contractor will leverage the New Jersey Environmental Infrastructure Trust’s (NJEIT) reviews and recommendations without duplicating or recreating efforts.

The State will procure one (1) Monitor to provide oversight for contracts and potential contracts identified in this Engagement Query. Monitoring will not begin until PVSC procures and executes a contract exceeding the \$5 million threshold as defined by the Law. Contract award is subject to the availability of federal funding, and the level or amount of work awarded

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to the Contractor is not guaranteed. The State will control the assignment of this work through issuance of Task Orders for each contract.

A. Background

When Superstorm Sandy hit, millions of gallons of water, including bay and wastewater, flooded the PVSC. The storm destroyed buildings; flooded the underground substructure; washed away vehicles; short-circuited systems; and demolished critical equipment. PVSC immediately began recovery operations. As a result of Superstorm Sandy, PVSC is receiving funding from both FEMA's PA and HMGP programs in connection with rebuilding and recovery operations.

This engagement query focuses on nine (9) contracts in total that may require monitoring: three (3) individual contracts that have been procured; one (1) contract for the administration and control building that has not yet been procured; and five (5) contracts for the construction of the floodwall and standby power generator that has not yet been procured.

These contracts have either exceeded the \$5 million threshold, or are expected to exceed the \$5 million threshold. Some contracts may not require oversight if they do not meet the criteria outlined in the Law. Task Orders will be issued for contracts requiring monitoring as necessary. If it is determined that a contract requires review, the Contractor is responsible for services set forth in the Scope of Work. Information on these projects is provided below, and in the associated files and documents. Specific details for contracts not yet procured cannot be disclosed in this engagement query due to procurement rules and security concerns. The Contractor awarded this engagement will have access to the necessary documentation in order to perform monitoring duties.

B. Project Description and Contract Details (Project Worksheets - **Attachment 1 PWs Zip File**)

Existing Contracts:

1. **Witt O'Brien** - Consulting Services

Amount paid to date, approximately \$6.2 million

Details on the Sandy Transparency Site, under Witt Group Holding, LLC:

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

2. **National Compressor Services** (see PW # 5068) - Sole source contract for air compressor repairs

There are twelve (12) Zimpro Process Air Compressors located in the basement of the Sludge Heat Treatment Facility. As a result of flooding, sections of the compressors had

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to be replaced. PVSC contracted with National Compressor Services to perform the repairs.

This is a sole source contract. The equipment repair service, including the purchase of necessary parts, is considered an "extraordinary unspecifiable service" therefore, such work does not require competitive bidding as part of the procurement process. N.J.S.A. 40(A):11-2 defines "extraordinary unspecifiable services" as services which are specialized and qualitative in nature requiring expertise, extensive training and proven reputation in the field of endeavor.

To date, all temporary repairs have been completed, but repairs for a more stable solution continue.

To date, costs have not exceeded the \$5 million threshold, however, \$18.57 million in permanent work is eligible for federal funding.

(NCS Purchase Orders **Attachment 2**)

3. **Travis, Inc.** - (see PW # 4701, PVSC contract #A919) By-pass and replacement of cabling

Travis electric is responsible for running temporary cables and poles. This may include some non-Sandy work, however, Travis is billing separately for Sandy and non-Sandy related work. PVSC has issued Travis approximately \$13.7 million in variations, or task orders, to date.

Contract available on the Sandy Transparency Site, under Travis, Inc.:

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

(List of Executive Authorizations **Attachment 3**)

Reconstruction of the Administration and Control Building:

4. **Contractor - To Be Determined** (PW # 4803)

The Administration and Control Building was flooded as a result of Superstorm Sandy. The construction of the Administration and Control Building had not yet gone out for bid.

Estimated contract amount \$5.0 million

Contracts for the Construction of the Flood Wall and Onsite Standby Power Generator (PW # 4701):

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These contracts are funded through HMGP since the work is being done in order to prevent future floods from affecting the site, and have not yet been procured.

\$247.0 million is eligible for federal funding

5. Project Manager - To Be Determined (see PW # 4701)

PVSC is evaluating bid packages that were due on January 9, 2015.

Contract amount expected to exceed \$10 million (Attachment 4)

6. Engineer for Wall Project - To Be Determined (see PW # 4701)

This contract has not yet been procured.

7. Construction Contractor for Wall Project - To Be Determined - (see PW # 4701)

This contract has not yet been procured.

8. Engineer for Power Generator Project - To Be Determined (see PW# 4701)

This contract has not yet been procured.

9. Construction Contractor for Power Generator Project - To Be Determined (see PW # 4701)

This contract has not yet been procured

C. Risk Assessment Summary

Ernst and Young (EY) completed a risk assessment on the PVSC contracts and internal controls. The initial risk assessment focused on four contracts that had been procured prior to the review, and fell within risk assessment guidelines. However, two (2) contracts were determined to fall under the monetary threshold required by the Law and are not included in this engagement query. EY noted that there is potential for monitoring for several other contracts that have not yet been procured, but are expected to exceed the \$5 million threshold. While the risk assessment focuses on the existing contracts; high-level information is included about the anticipated projects.

D. Items Noted during Risk Assessment

- Executive Order 55, announced by Governor Chris Christie on January 25, 2011, states that “the Executive Director of the PVSC is hereby authorized and directed to take any steps he determines to be necessary and appropriate to ensure that continuity is maintained in the provision of sewerage and environmental services by the PVSC.” Executive Order 55 also states that “the Executive Director shall have the capacity to

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enter into contracts.” PVSC procurement decisions historically required a quorum of commissioners to approve all contractors; however, due to circumstances which took place prior to Superstorm Sandy, a quorum was not available and as a result some contracts were procured under Executive Order 55.

- PVSC contracts for work resulting from Superstorm Sandy not yet procured are subject to review by the NJ State Comptroller’s Office under Executive Order 125. Under Executive Order 125, each principal state department or agency is required to submit all potential State procurements involving expenditure of federal resources to the NJ State Comptroller for review prior to the commencement of the procurement process. PVSC officials stated that two existing contracts (Witt and National Compressor Services) were not procured under Executive Order 125.
- In order to assist with the anticipated costs, PVSC officials expect to receive a short-term New Jersey Environmental Infrastructure Trust (NJEIT) bridge loan. NJEIT requires its own review of PVSC’s procurement documentation as part of the loan approval process and will be reviewing specific procurement documentation for the projects that will be eligible for an NJEIT loan. NJEIT, along with its Integrity Oversight Monitor (Grant Thornton), performs environmental, engineering, and requisition reviews of project contract documents based on professional engineering standards. Based on meetings with NJEIT, EY understands that NJEIT and its monitor will review construction design, construction management, and the disbursement of funds to prevent, detect, and remediate fraud, waste, and abuse. According to NJEIT, they anticipate being involved in only the administration building work. This could provide additional review and monitoring of the procurement process for these specific projects. NJEIT was not involved in the contracts listed in this Engagement Query.
- The FY2012 A-133 audit report states that due to a synchronization error between the purchase order and general ledger systems, purchase orders that had been paid remained open as a liability. The report states that PVSC will implement a new software system, which should correct the issue. The 2010, 2011 and 2012 A-133 reports did not express an opinion on the effectiveness of internal controls; however, these reports note that PVSC is not a low-risk auditee. The financial statements were audited by Mercadien PC (as of May 13, 2013).
- The FY2012 A-133 single audit report shows that cumulative PVSC funding from different federal agencies since 1996 has totaled just over \$111 million. The amount of federal funding for the existing and estimated contracts included in this risk assessment alone is over \$300 million. In addition, a substantial amount of the planned work has not yet been awarded.
- Review of an agreement dated November 27, 2012 indicates that the State of New Jersey Department of the Treasury - Division of Purchase and Property (“DPP”) contracted with Witt Associates (predecessor to Witt O'Brien's) to provide Disaster Recovery and Long Term Planning Consulting Services to the State of New Jersey. PVSC's Executive Director recommended that PVSC contract with Witt Associates to provide similar services in accordance with the terms of the Treasury's existing contract

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with Witt Associates (Contract G-8034). PVSC's procurement of Witt O'Brien's was based on the State of New Jersey's contract with Witt Associates. The New Jersey Cooperative Purchasing Program did not require PVSC to procure Witt O'Brien's under the entity's own procurement process. According to information obtained from the DPP website, some contracts allow cooperative purchasing partners to purchase items and services without the need to issue publically advertised solicitations of their own. Witt Group Holdings LLC is included as a Consulting Services – Disaster Recovery contractor on this list. The scope of work described in the State's contract with Witt Group Holdings LLC appears similar to the work PVSC hired Witt O'Brien's to perform.

- According to PVSC documentation, Malcom-Pirnie has been PVSC's Professional Engineering Services provider since December 2007 for air compressors that were submerged due to extensive flooding following Superstorm Sandy. Malcom-Pirnie recommended National Compressor Services, an authorized Worthington Compressor Center, to perform any necessary repairs on the Worthington equipment. Per a May 30, 2013 PVSC memorandum, the equipment repair service, including the purchase of necessary parts, is considered an "extraordinary unspecifiable service". Per the memorandum, such work does not require competitive bidding as part of the procurement process. N.J.S.A. 40(A):11-2 defines "extraordinary unspecifiable services" as services which are specialized and qualitative in nature requiring expertise, extensive training and proven reputation in the field of endeavor.

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

The Contractor must be able to perform all of the following tasks.

One-time Tasks:

Task A: Attend a kick-off meeting with representatives from Treasury and other key participants to discuss the tasks and deliverables required under this work assignment. The Contractor is responsible for documenting and providing minutes of the meeting to the State Contract Manager within ten (10) days of the meeting.

Task B: Review the PVSC's financial and administrative functions for these contracts (one-time task).

1. Ensure that these functions adhere to all grant/assistance program guidelines, procurement rules, and reporting requirements.
2. If weaknesses, errors, etc. are detected, develop recommendations and strategies to ensure maximum Federal recoveries, compliance with all laws, and prevention of associated risks through project closeout.

Report findings to PVSC and copy the State Contract Manager.

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Tasks Required for Each Contract:

Task C: Procurement and Payment Review of Each Contract

1. Verify that each contract is or was procured in accordance with all Federal, State and Local laws, regulations, and ordinances.
2. Verify that each payment process was or is consistent with applicable all Federal, State, and Local laws, and that there is no duplication of benefits, process and payment errors, waste, fraud, abuse, malfeasance or mismanagement of funds.
3. If weaknesses, errors, etc. are detected, develop recommendations and strategies to ensure maximum Federal recoveries, compliance with all laws, and prevention of associated risks.

Report findings to PVSC and copy the State Contract Manager.

Task D: Review and Evaluate Contract Deliverables

1. Verify that project plans, documentation, and permits comply with all Federal, State and Local laws, regulations, and ordinances.
2. Verify that all contract deliverables were provided, and within acceptable timeframes for the duration of the engagement.

Report findings to PVSC and copy the State Contract Manager.

Task E: Provide Ongoing Quality Assurance/Quality Control Reviews for the Duration of this Engagement

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

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

Task F: Provide Deliverables as Set Forth in this Engagement Query

III. DELIVERABLES

The Contractor must ensure compliance with the following:

A. Required Timelines

1. Task A is required to be completed within three (3) days of the kick-off meeting.
2. Task B is required to be completed within sixty (60) business days of the kick-off meeting.
3. Task C (1) for the Witt and NPS contracts is required to be completed within sixty (60) business days of the kick-off meeting; and Task C (1) for all other contracts is required to be completed within thirty (30) days of contract execution.
4. Tasks C (2), C (3), D, E, and F are ongoing tasks to be conducted for the duration of the contracts. Status updates are to be included in each monthly report.

B. Required Reports and Documents

1. Findings of potential fraud, malfeasance, or criminal activity

Upon a finding of a likely criminal violation or lesser degree of any malfeasance, waste, fraud, or abuse, report findings to the State Comptroller and the Attorney General immediately consistent with the requirements of the Act.

2. Monthly Status Reports

Provide update on activities conducted on, or for, each task to include the type of activity, analysis, results, recommendations, resolutions, and/or preventative measures, and follow up on any previous outstanding issues.

Provide monthly status reports to the State Contract Manager.

3. Quarterly Report (**Attachment 5**)

On the first business day of each calendar quarter, the Contractor shall provide to the State Treasurer, for distribution to the Legislature and the Governor, a report detailing the Contractor's provision of services during the three-month period second preceding the due date of the report and any previously unreported provision of services, which shall include, but not be limited to, detailed findings concerning the Contractor's provision of services and recommendations for corrective or remedial action relative to findings of malfeasance and inefficiency. The report shall include a privilege log, which shall detail each denial of sensitive information that the Integrity Oversight Monitor exercises in preparing the report for transmission to the Legislature and the Governor pursuant to this subsection. The report shall not include any information which may compromise a potential criminal investigation or prosecution, or any proprietary information.

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4. Time Logs

Copies (and upon request, originals) of time logs shall be maintained by the Contractor and shall include information on the allocation of hours worked by the Contractor and staff to the respective federally-funded programs and all other data required in order to ensure compliance with all federal requirements.

IV. **OTHER CONTRACTOR REQUIREMENTS**

The Contractor is required to comply with all of the terms, including pricing, of its State contract (contracts G-9004 or T-2939, as applicable), the applicable provisions of the New Jersey Standard Terms and Conditions, and the associated Method of Operation for the selected contracts. For the purpose of this engagement, the Contractor's indemnification is subject to the provisions and limitation outlined in Section 5.17.1 within Contract T2939.

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

Contract G9004 http://www.state.nj.us/treasury/purchase/noa/contracts/g9004_13-r-23144.shtml

Contract T2939 http://www.state.nj.us/treasury/purchase/noa/contracts/t2939_14-x-23110.shtml

V. **LENGTH OF ENGAGEMENT**

The anticipated term of this engagement, subject to continuing satisfaction and availability of funds, shall end on August 18, 2016 for contract T-2939 vendors or May 13, 2016 for G-9004 vendors, but may be extended for all or part of two (2) one-year periods. This engagement will begin once Task Orders and Purchase Orders are issued, and will end when all deliverables have been met and accepted by the State.

VI. **CONFLICT OF INTEREST**

Any person with FEMA responsibilities, decision-making power or information may not obtain a financial interest or benefit from FEMA activity or have any interest in the contract(s) or subcontract(s).

VII. **CONFLICT FOR FUTURE ENGAGEMENTS**

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

DRAFT 1/28/2015

engagements, the Contractor will be precluded from accepting subsequent Engagement Queries.

VIII. PROPOSAL CONTENT

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

Dave Ridolfino, Associate Deputy State Treasurer
IntegrityOversightMonitor@treas.nj.gov
by 5 p.m. on February 7, 2014

Questions related to this Engagement Query must be submitted to:

IntegrityOversightMonitor@treas.nj.gov
By 5 p.m. on January 24, 2014

Note: Use the attached template to submit questions. The compilation of all questions and answers will be sent to the group prior to the Engagement Query response due date. **(Attachment 6)**

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

The contractor's proposal must contain the following elements:

- A. A detailed proposal including a detailed budget to perform the SOW. The proposal must explain how the contractor intends to accomplish each task listed in the SOW.
- B. A schedule that shall identify the performance milestones and associated deliverables to be submitted as evidence of completion of each task and/or sub-task within the timeframes established in this engagement query.
- C. A fully completed Cost Quote **(Attachment 7)** showing the hourly rate and total number of person-hours by labor category, proposed to complete each task for each contract. The hourly rates used for each labor category shall be the hourly rates, or lower than the hourly rates specified in the contract (either G9004 or T2939).

For each year, the Bidder must complete each page of the Cost Quote which would include the first page for the one-time completion of Tasks A and B as well as the completion of Tasks C, D, E and F for the contracts and potential contracts listed in this Engagement Query.

DRAFT 1/28/2015

- D. Estimated travel and direct costs for the duration of the engagement. Refer to contract T2939: 3.7 Travel Expenses and Reimbursements and Section 6.7.2 Bidders' Price Schedule; and contract G9004: 3.6 Travel Expenses and Reimbursements, and Section 6.0 Cost Proposal. (Note: Include total travel and total direct costs on Attachment 7 in the boxes provided.)
- E. A description of FEMA consulting experience on similar projects that demonstrates knowledge of eligibility, documentation and procurement requirements
- F. A detailed list of all engagements, contracts or task orders in which the firm is currently providing services for any type of disaster recovery assistance. The list must include the name of the contracting entity, a description of the scope of services and the contract term.;
- G. Identification of all subcontractors to be utilized for this engagement, and a summary of their experience. This list of subcontractors must be the same as those identified in the original proposal/bid. If it becomes necessary for the contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the contractor will forward a written request to the State Contract Manager in accordance with RFP 14-X-23110 section 5.7, and the State of NJ Standard Terms and Conditions sections 5.8 and 5.9.
- H. Resumes of personnel proposed for this engagement by the Contractor or any subcontractor.
- I. A statement verifying that there has been no change to the Disclosure of Investigation and Other Actions Involving Bidder Form submitted with the Contractor's original proposal, or a statement explaining any changes to the information previously provided.

IX. SELECTION PROCESS

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

The Treasurer or Using Agency will then issue a task order with a "Not to Exceed" clause to the engaged firm. Any firm may submit pricing lower than its bid price for a specific project. The firm will then be held to that lower pricing for all future engagements.

X. LIQUIDATED DAMAGES

To the extent that actions of the Contractor result in failure to meet performance standards, the State may suffer damages that could be difficult or impossible to quantify. Given the significance of rehabilitation of New Jersey communities, businesses, and programs, the

DRAFT 1/28/2015

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

The methodology utilized to calculate liquidated damages pertaining to reviewing the financial/administrative functions and procurement process; ensuring that contract terms and conditions, and deliverables are met; verifying that payment process is consistent with applicable directives; and reporting on status are based on the assumption that failure to have these key elements in place will directly result in loss of Federal funds. Also, failure to provide reports could prevent the State from taking action to rectify issues early on, and may cause harm to the public in the form of waste by the government and inefficiency in rebuilding projects.

Task	Deliverable	Due Date	Liquidated Damages
Task B	Review the PVSC's financial and administrative functions for these contracts (one-time task).	Within sixty (60) business days of the kick-off meeting	\$1000 a day for each day past due date
Task C1	Verify that each contract procurement process was in accordance with all Federal, State and Local laws, regulations, and ordinances.	For Witt and NPS, within sixty (60) business days of the kick-off meeting; For all other contracts, within thirty (30) days of contract execution.	\$1000 a day for each day past due date
Monthly Status Reports	Provide update on activities conducted on, or for, each task to include the type of activity, analysis, results, recommendations, resolutions, and/or preventative measures; and follow-up on any previous outstanding issues.	On the first business day of each month	\$1000 a day for each day past due date
Quarterly Reports	Report detailing the Integrity Oversight Monitor's provision of services during the three-month period second preceding the due date of the report and any previously unreported provision of services	On the first business day of each calendar quarter	\$1000 a day for each day past due date

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

Pursuant to Executive Order No. 125, signed by Governor Christie on February 8, 2013, the Office of the State Comptroller (OSC) is required to make all approved State contracts for the

DRAFT 1/28/2015

allocation and expenditure of federal reconstruction resources available to the public by posting such contracts on an appropriate State website. Such contracts are posted on the New Jersey Sandy Transparency website located at:

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

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

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

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

XII. ATTACHMENTS

- Attachment 1: PWs Zip File
- Attachment 2: NCS Purchase Orders
- Attachment 3: Executive Authorizations
- Attachment 4: Program Manager RFP
- Attachment 5: Quarterly Reporting Template
- Attachment 6: Questions Template
- Attachment 7: Cost Quote Template

PROJECT WORKSHEETS ARE NOT REPRINTED HERE DUE TO SIZE

PVSC EXECUTIVE DIRECTIVE

NO. 92-13

WHEREAS, the Passaic Valley Sewerage Commission (PVSC) Plant suffered major flooding during Superstorm Sandy due to the storm surge from Newark Bay with floodwaters entering the tunnels and causing extensive flooding throughout the Plant, including the basement level of the Sludge Heat Treatment facility (also known as the Zimpro Building), and

WHEREAS, the water level in the Zimpro Building basement reached approximately seven (7) feet above the floor, submerging the Zimpro Process mechanical equipment and its ancillary equipment for several days until the area could be dewatered. Since that time, maintenance staff has been actively working to restore service of the Zimpro process equipment by draining, cleaning, disassembling, flushing of contaminated fluids, removal, reconditioning and installation of more than 125 motors ranging from a small 50 Horsepower to a large 900 Horsepower motor sizes (motors of 50 horsepower or smaller were replaced with new motors); rebuilding pumps; replacing PLC's; rebuilding Control Panels; baking out electrical contacts and circuit breakers from Motor Control Centers; replacing water damaged equipment electrical feeders; and replacing numerous parts as needed, and

WHEREAS, PVSC is concerned with the potential long-term life expectancy of the mechanical, electrical and instrumentation equipment repaired due to the damage caused by the flooding and has determined that it is in need of Professional Engineering Services to assist with, among other things, the review, evaluation, and assessment of the mechanical, electrical and instrumentation equipment located in the basement level of the Sludge Heat Treatment facility, and

WHEREAS, PVSC, in December 2007, awarded to Malcolm Pirnie the Professional Engineering Services Agreement titled "Zimpro System Condition Assessment" to develop a prioritized list of recommended improvements to the system for the PVSC's consideration. The objective of this work effort is to ensure the reliability of the Zimpro Process equipment over the next 20 years. The Professional Engineering Services Agreement with Malcolm Pirnie remains in effect, and

WHEREAS, PVSC, on February 7, 2013, awarded Amendment No. 3 to the current Professional Engineering Services Agreement to Malcolm Pirnie to mitigate the long-term life expectancy of the repairs on the equipment and assess the affected equipment fitness for service by reviewing, evaluating, and inspecting work completed on the mechanical, electrical and instrumentation equipment located in the basement level of the Sludge Heat Treatment facility, and

WHEREAS, Malcolm Pirnie hired the services of National Compressor Services, an authorized Worthington Compressor Service Center to perform a detailed inspection and assessment of the conditions on a Process Air Compressor. Worthington Compressor is the manufacturer of the Zimpro Process Air Compressors, and

WHEREAS, during the period of April 1-11, 2013, a National Compressor Services Technician performed an inspection of Process Air Compressor No. 1 (S/N A-11917) and No. 2 (S/N A-11918A), a detailed inspection report has been submitted listing technical information for individual components, repair recommendations and quotes for the necessary repairs to Process Air Compressor No. 1 and No. 2. The inspection report identifies the damages being attributed to the flooding and salt water exposure which resulted in extensive contamination and rust damage throughout both process air compressors, and

WHEREAS, National Compressor Services furnished an itemized repair quote for each process air compressor with costs as follows:

- PAC No. 1 valued at \$132,020.03
- PAC No. 2 valued at \$130,482.84

The total repair cost is \$262,502.87, and

WHEREAS, PVSC has received a letter dated May 28, 2013, from Malcolm Pirnie recommending to award the repair work to National Compressor Services, and

WHEREAS, the Local Public Contracts Law, at N.J.S.A. 40A:11-5(l)(i), provides that equipment repair service, together with necessary parts, falls into the category of an "extraordinary unspecifiable service" and does not require competitive bidding, and

WHEREAS, in a memorandum dated May 30, 2013, John Rotolo, P.E., Chief Engineer, recommends award of a purchase order to National Compressor Services using the procurement exception as noted above.

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 repair proposal of National Compressor Services in the amount of \$262,502.87.

Date: _____

6/5/2013


MICHAEL DeFRANCISCI
EXECUTIVE DIRECTOR

ATTEST:

Date: _____

6/6/13


GREGORY A. TRAMONTOZZI
ACTING CLERK

PO Status: ISSUED
PO Type: O
Page: 1 of 2

PURCHASE ORDER — 1300005117
VENDOR COPY

14 JUN 2013
02:03 PM

PASSAIC VALLEY SEWERAGE COMMISSION

Bill to: PASSAIC VALLEY SEWERAGE COMM.
600 WILSON AVENUE
ACCOUNTS PAYABLE - (973)817-5729
NEWARK, NJ 07105 USA
9738175729

Ship to: PASSAIC VALLEY SEWERAGE COMM.
600 WILSON AVENUE
MAIN WAREHOUSE - (973)817-5765
NEWARK, NJ 07105 USA
(973) 817-5765

Requested By: Martinez, Lorraine

NATIONAL COMPRESSOR SERVICES, LLC
10349 INDUSTRIAL ROAD

HOLLAND, OH 43528

Contract No: ED-92-13

Terms:

Confirm: NO

Vendor No: 18701-P001

Contact:

Phone No: (419) 868-4980

FOB:

Ship via:

Due Date: 06/12/2013

EMERGENCY SUPERSTORM SANDY DR 4086
FLOODING REPAIRS EXECUTIVE DIRECTIVE 92-13

RESERVE FOR REPAIR, REPLACEMENT, AND IMPROVEMENT
GIVE PURCHASE ORDER TO: DANA TOAL or MICHAEL RUBINO

Item	Quantity	UOP	Stock Code	Vendor Part No	Unit Price	Extended Price
001	1	LOT			132,020.0300	\$132,020.03
Desc:	Repair PAC No. 1, Serial No. 11917 Model BDC in accordance with Quotation No. 100674-R1 dated May 8, 2013 Furnish Supervision, labor and materials necessary to perform repairs to the Worthington Process Air Compressor No. 1 caused by the flood of Superstorm Sandy. The work to be performed is outlined in the Inspection Report dated April 1-11, 2013 and evident from conditions found. The flooding and salt water resulted in extensive contamination and rust damage.					
002	1	LOT			130,482.8400	\$130,482.84
Desc:	Repair PAC No. 2, Serial No. 11918 Model BDC in accordance with Quotation No. 100654-R1 dated May 8, 2013 Furnish Supervision, labor and materials necessary to perform repairs to the Worthington Process Air Compressor No. 1 caused by the flood of Superstorm Sandy. The work to be performed is outlined in the Inspection Report dated April 1-11, 2013 and evident from conditions found. The flooding and salt water resulted in extensive contamination and rust damage.					

**** PLEASE NOTE OUR NEW DELIVERY HOURS: 7:00 AM > 3:00 PM ****

PO Status: ISSUED

PO Type: O

Page: 2 of 2

PURCHASE ORDER — 1300005117

VENDOR COPY

14 JUN 2013

02:03 PM

Please reference this Purchase Order Number
on your Invoice and on all
Shipping Documents and Packages.

PO total: **\$262,502.87**

By: Thomas A. Fuscaldo

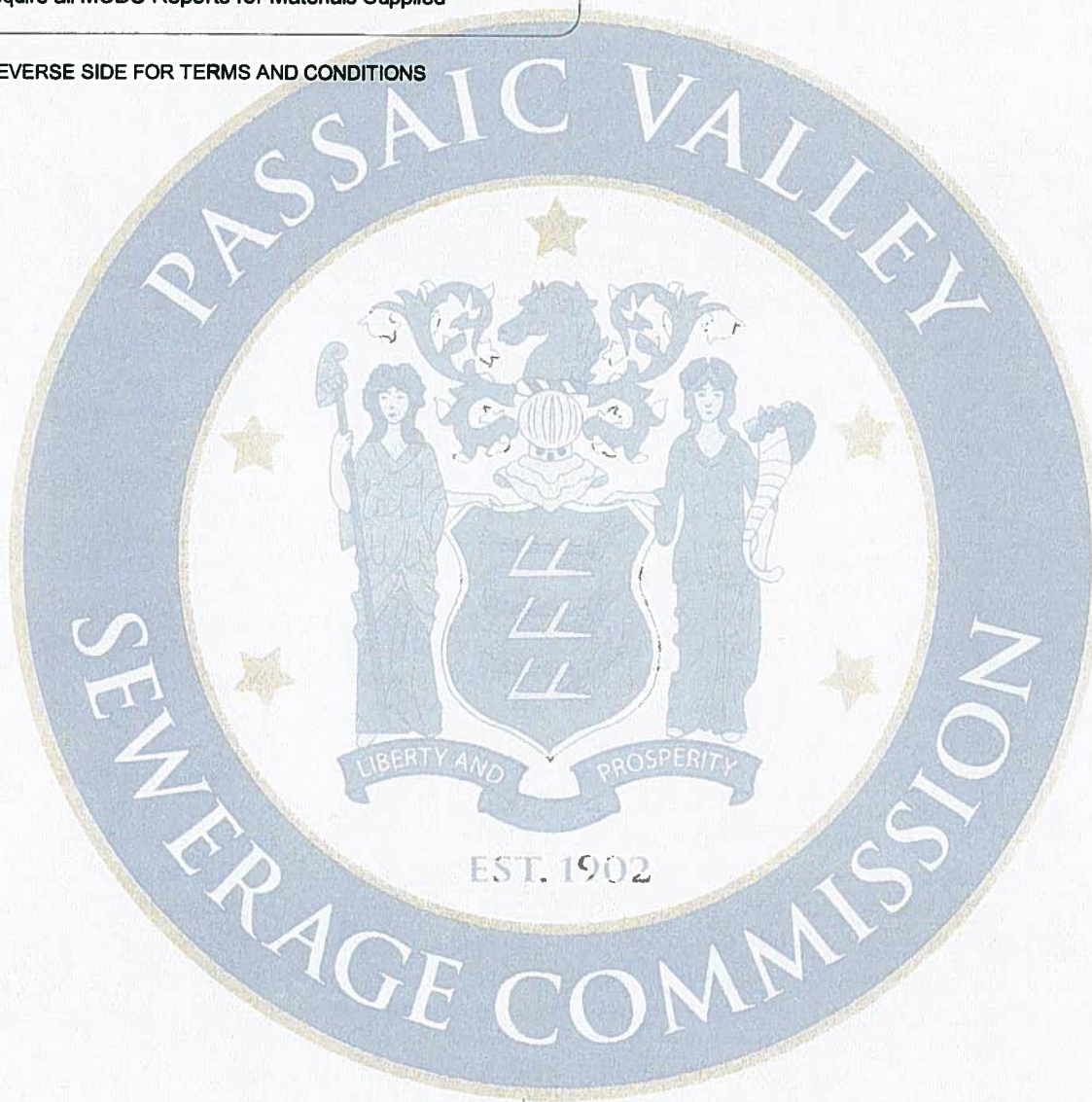
06/14/2013

PURCHASING AGENT
For Inquiries: Call (973)817-5702

Date

* See Reverse Side for PVSC "TERMS and CONDITIONS"
* Require all MSDS Reports for Materials Supplied

PLEASE READ REVERSE SIDE FOR TERMS AND CONDITIONS



PVSC EXECUTIVE DIRECTIVE

NO. 210-13

WHEREAS, the Passaic Valley Sewerage Commission (PVSC) Plant suffered major flooding during Superstorm Sandy due to the storm surge from Newark Bay with floodwaters entering the tunnels and causing extensive flooding throughout the Plant, including the basement level of the Sludge Heat Treatment facility (also known as the Zimpro Building). The water level submerged the twelve (12) Zimpro Process Air Compressors, manufactured by Worthington Compressor, for several days until the area could be dewatered, and

WHEREAS, PVSC is concerned with the potential long-term life expectancy of the mechanical, electrical and instrumentation equipment repaired due to the damage caused by the flooding and has determined that it is in need of Professional Engineering Services to assist with, among other things, the review, evaluation, and assessment of the mechanical, electrical and instrumentation equipment located in the basement level of the Sludge Heat Treatment facility, and

WHEREAS, Malcolm Pirnie retained the services of National Compressor Services, an authorized Worthington Compressor Service Center, to perform a detailed inspection and assessment of the conditions on a Process Air Compressor. Worthington Compressor is the manufacturer of the Zimpro Process Air Compressors, and

WHEREAS, during the period of October 22 through November 14, 2013, a National Compressor Services Technician performed an inspection of Process Air Compressor No. 9 (S/N A-11925) and No. 10 (S/N A-11926), and a detailed inspection report has been submitted listing technical information for individual components, repair recommendations and quotes for the necessary repairs to Process Air Compressor No. 9 and No. 10. The inspection report identifies the damages being attributed to the flooding and salt water exposure which resulted in extensive contamination and rust damage throughout both process air compressors, and

WHEREAS, National Compressor Services furnished an itemized repair quote for each process air compressor with costs as follows:

- PAC No. 9 valued at \$182,736.53
- PAC No. 10 valued at \$191,717.18

The total repair cost is \$374,453.71, and

WHEREAS, the Local Public Contracts Law, at N.J.S.A. 40A:11-5(l)(i), provides that equipment repair service, together with necessary parts, falls into the category of an "extraordinary unspecifiable service" and does not require competitive bidding, and

WHEREAS, in a memorandum dated December 2, 2013, John Rotolo, P.E., Chief Engineer, recommends award of a purchase order to National Compressor Services using the procurement exception as noted above. Additionally, all expenses related to repair work on PAC Nos. 9 and 10 will be reimbursed through the FEMA Sludge Heat Treatment Project Worksheet (PW).

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 repair proposal of National Compressor Services in the amount of \$374,453.71.

Date: 12/10/13



MICHAEL DeFRANCISCI
EXECUTIVE DIRECTOR

ATTEST:

Date: 12/10/13



GREGORY A. TRAMONTOZZI, ESQ.
ACTING CLERK

PO Status: ISSUED

PO Type: O

Page: 1 of 1

PURCHASE ORDER — 1300010147

VENDOR COPY

20 DEC 2013

05:04 PM

PASSAIC VALLEY SEWERAGE COMMISSION

Bill to: PASSAIC VALLEY SEWERAGE COMM.
600 WILSON AVENUE
ACCOUNTS PAYABLE - (973)817-5729
NEWARK, NJ 07105 USA
9738175729

Ship to: PASSAIC VALLEY SEWERAGE COMM.
600 WILSON AVENUE
MAIN WAREHOUSE - (973)817-5765
NEWARK, NJ 07105 USA
(973) 817-5765

Requested By: Martinez, Lorraine

NATIONAL COMPRESSOR SERVICES, LLC
10349 INDUSTRIAL ROAD

HOLLAND, OH 43528

Contract No: DR4086

Terms:

Confirm: NO

Vendor No: 18701-P001

Contact:

Phone No: (419) 868-4980

FOB:

Ship via:

Due Date: 12/16/2013

EMERGENCY SUPERSTORM SANDY DR4086
FLOODING REPAIRS EXECUTIVE DIRECTIVE 210-13

Item	Quantity	UOP	Stock Code	Vendor Part No	Unit Price	Extended Price
001	1	LOT			182,736.5300	\$182,736.53
Desc:	Repair PAC No. 9, Serial No. 11925 Model BDC in accordance with Quotation No. 101150 Furnish Supervision, labor and materials necessary to perform repairs to the Worthington Process Air Compressor No. 9 caused by the flood of Superstorm Sandy. The work to be performed is outlined in the Inspection Report dated November 11-14, 2013 and evident from conditions found. The flooding and salt water resulted in extensive contamination and rust damage.					
002	1	LOT			191,717.1800	\$191,717.18
Desc:	Repair PAC No. 10, Serial No. 11926 Model BDC in accordance with Quotation No. 101134 Furnish Supervision, labor and materials necessary to perform repairs to the Worthington Process Air Compressor No. 10 caused by the flood of Superstorm Sandy. The work to be performed is outlined in the Inspection Report dated October 22-26, 2013 and evident from conditions found. The flooding and salt water resulted in extensive contamination and rust damage.					

** PLEASE NOTE OUR NEW DELIVERY HOURS: 7:00 AM > 3:00 PM **

Please reference this Purchase Order Number
on your invoice and on all
Shipping Documents and Packages.

PO total: \$374,453.71

By: Thomas A. Fuscaldo 12/20/2013

PURCHASING AGENT
For Inquiries: Call (973)817-5702

Date

* See Reverse Side for PVSC "TERMS and CONDITIONS"
* Require all MSDS Reports for Materials Supplied

PLEASE READ REVERSE SIDE FOR TERMS AND CONDITIONS

Submitted by: TFUSCALDO

Report s_rpt207 v 6.0.2

TRAVIS ELECTRIC A919 SUPERSTORM SANDY CONTRACT WORK- Project Worksheet 4701

Replacement of Electrical Feeder Cables/Electrical Repair

Project Assigned		Executive Directive Authorized Not to Exceed Amount
A919-1- Temporary Feeder Cables- Phase 1- O2 Production Switchgear G	\$	1,800,100.00
A919-2- Temporary Feeder Cables- Phase 2- Wet Train Facilities	\$	5,950,875.00
A919-2A- Removal of Feeder Cables- O2 Yard and Tunnel	\$	74,900.00
A919-6- Stock Emergency Feeder Cables	\$	655,089.10
A919-7 - Replacement Feeder Cables- OEM Fire Pump	\$	159,200.00
A919-8- Temporary Replacement Electric Feeder Cables-Phase 5 Sludge Train	\$	4,690,000.00
A919-10- Replace Feeder Cables Process Air Compressors 9 -12	\$	152,800.00
A919-16- Temporary Feeder Cables Substation 2, Switchgear 2	\$	195,000.00
	\$	<u>13,677,964.10</u>
Future Project Assignments- Delayed due to Sequencing or Lack of Design Scope		Estimated Expenditure
A919-4- Temporary Feeder Cables Phase 3 and 4- Underground Wet Train	\$	2,000,000.00
A919-11- Temporary Feeder Cables Phase 6 - Substation 2 and 4	\$	500,000.00
A919-12- Temporary Feeder Cables Phase 7- Wet Train Underground Duct Banks	\$	1,000,000.00
A919-17- Temporary Feeder Cables Switchgear Two Bus A and B	\$	500,000.00

Passaic Valley Sewerage Commission



"Protecting Public Health and the Environment"

REQUEST FOR PROPOSAL TO PROVIDE PROGRAM MANAGEMENT SERVICES

KENNETH J. LUCIANIN
Commissioner

MICHAEL DeFRANCISCI
Executive Director

THOMAS TUCCI, JR
Commissioner

GREGORY A. TRAMONTOZZI
General Counsel / Acting Clerk

**Passaic Valley Sewerage Commission
600 Wilson Avenue
Newark, New Jersey 07105**

November 2014

**REQUEST FOR PROPOSAL
TO
PROVIDE
PROGRAM MANAGEMENT SERVICES**

Notice is hereby given that the Passaic Valley Sewerage Commission (“PVSC”), City of Newark, County of Essex, State of New Jersey, will accept sealed proposals for professional services, not subject to public bidding pursuant to N.J.S.A. 40A:11-5, for consideration for providing **PROGRAM MANAGEMENT SERVICES**.

All Respondents must strictly comply with the submission requirements set forth herein.

The original and five copies of the proposal must be received at PVSC’s Warehouse Building, 600 Wilson Avenue, Newark, New Jersey 07105 (the “Warehouse Building”) on or before **January 9, 2015 at 11:00 am EST**. All proposals must be submitted in the form required as set forth herein. No late submissions will be accepted. All properly submitted Request for Proposals will be opened on **January 9, 2015, at 11:00 am EST** in the PVSC Training Room at the Warehouse Building. At that time and place, the sealed Request for Proposals will be publicly opened, announced and recorded.

GLOSSARY

The following definitions shall apply to and are used in this Request for Proposal:

“Pre-Qualified Respondent” - refers to a Respondent who, in the sole judgment of PVSC, has satisfied the pre-qualification criteria set forth in the Request for Statements of Qualifications.

“Selected Respondent” - refers to a Respondent who, in the sole judgment of PVSC, has satisfied the criteria set forth in this Request for Proposal for Program Management Services.

“SOQ” - refers to the Statements of Qualifications, including any amendments thereof or supplements thereto.

“RFP” - refers to this Request for Proposal for Program Management Services, limited to only Respondents pre-qualified relative to the Request for Statements of Qualifications.

“Services” - refers to the services to be provided by the Selected Respondent(s) for Program Management Services in accordance with the provisions of this Request for Proposal and the contract to be prepared by PVSC.

I. INTENT

PVSC is requesting proposals from Pre-Qualified Professional Service Firms to provide **Program Management (PM) Services** described in this Request for Proposal (“RFP”). The Pre-Qualified Respondents will be requested to submit a detailed PM proposal. PVSC anticipates that the PM services will be part of an initial two (2) year agreement with the potential for amendments of additional services as they are defined for the duration of the Program. PVSC reserves the right to commence, close, reduce, or extend the services at any time in response to changing needs.

The Selected Respondent shall provide competent personnel to assist the PVSC in the following areas: Administration and implementation of Superstorm Sandy related repairs in accordance with Federal Emergency Management Agency (“FEMA”) guidelines in order to restore the plant to a reliable state of operation. The Selected Respondents will work closely with PVSC and FEMA/Witt O’Brien’s, LLC (“Witt”), representatives to provide technical support and overall project management for FEMA related repairs and mitigation efforts. The Selected Respondent will provide management of all contractors, including subcontractors and professional service contractors, specifically engaged to perform work identified for the FEMA recovery effort. The Selected Respondent will report directly to the PVSC Chief Engineer. PVSC will be the signatory on all executed contracts derived from the PM services.

The Selected Respondent shall also provide Program Administration and Controls, Engineering and Planning (including scheduling and cost estimating), and Construction Delivery (including inspection and materials testing).

The Selected Respondent may also be called upon to provide other related as-needed program management tasks during the term of the Agreement. Such services may include specialized services at the discretion of PVSC.

The Pre-Qualified Respondents to this Request for Proposal have proven expertise with water and wastewater program management and extensive experience developing and managing complex water and wastewater capital improvement programs that include wastewater treatment projects for public agencies. The Pre-Qualified Respondents shall also have experience administering and managing projects in accordance with FEMA guidelines.

Sealed proposals will be received and opened at the times, dates and place set forth in the notice attached at page two hereof.

The Evaluation Criteria articulated herein at *Section VI* for the selection of **PROGRAM MANAGEMENT SERVICES** provider have been specifically approved by PVSC. Those criteria and the other requirements herein are intended to be non-restrictive for the purpose of obtaining participation of qualified professionals and uniformity in the manner of submission of RFP’s.

Pursuant to **N.J.S.A. 58:14-1, et seq.**, PVSC shall be the sole judge concerning the criteria set forth herein and the merits of the proposals submitted as well as the sole judge of the benefits to PVSC represented by the submissions pursuant to this Request For Proposal. PVSC reserves the right to select the RFP's that it believes will serve the best interest of the PVSC pursuant to N.J.S.A. 58:14-1 et seq.

Copies of this Request for Proposal and any associated reference documents may be obtained from the following PVSC representative:

Thomas Fuscaldo, Purchasing Agent
Passaic Valley Sewerage Commission
600 Wilson Avenue
Newark, NJ 07105
Phone: (973) 817-5702
Email: tfuscaldo@pvsc.nj.gov

II. INSURANCE

This Request, Solicitation and Invitation for Proposal is for the appointment of a professional with PVSC or a position for which there is a bidding exemption under the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.* Each Respondent should have the following insurance coverage at a minimum:

1. Statutory Workers' Compensation Insurance in compliance with the laws of the State of New Jersey \$500,000 / \$500,000 / \$500,000 and Employers Liability Coverage in the amount of \$1,000,000.
2. Comprehensive General Liability and Bodily Injury Insurance including death \$1,000,000 each occurrence. Combined Single Limit of \$1,000,000 for each occurrence.
3. Comprehensive Automobile Liability, Bodily Injury, Property Damage Insurance \$1,000,000 each occurrence. Combined Single Limit \$1,000,000 each occurrence.
4. Professional Liability Insurance for \$5,000,000 per claim and annual aggregate.

Attached hereto at *Attachment A* is the Certification of Insurance. The Certification must be executed and documents attached thereto by the Respondent to the extent that the Respondent believes that the attachment of such documents provides proof of insurance for appropriate purposes. Declaration pages shall be attached showing current coverages. During the term of the contract, it shall be the responsibility of the Respondent/professional to provide PVSC with additional declaration pages of insurance in compliance with this paragraph showing current coverage when any insurance policy expires. Submission of proof of the required insurance coverage in the form of a certificate or certificates of

insurance is a continuing condition precedent to service by the professional that receives the appointment.

III. DOCUMENTS OR ACKNOWLEDGEMENTS SUBMITTED WITH REQUEST FOR STATEMENT OF QUALIFICATIONS

The following is a list of required documents or acknowledgements that were previously submitted with the Request for Statement of Qualifications. These documents or acknowledgements are not required to be re-submitted with the proposal.

A. New Jersey State Law Requirements

1. Public Law 2005, Chapter 51, formerly EXECUTIVE ORDER No. 134 (2004)
 - a. Disclosure of Political Contributions
 - b. Statement of Ownership
2. Public Law 1975, Chapter 127 (N.J.A.C. 17:27-1.1 et seq.) the New Jersey Affirmative Action Rules.
 - a. Mandatory Equal Opportunity Language
3. Proof of New Jersey Business Registration
4. N.J.S.A. 52:32-58, et seq.
 - a. Certification on the Disclosure of Investment Activities in Iran
5. N.J.S.A. 52:15C-14(d), et seq.
 - a. Acknowledge the New Jersey Office of the State Comptroller Authority to Audit or Review Contract Records for a period of five (5) years.
6. Public Law 2013, Chapter 37 (N.J.S.A 52:15D-1 et seq. the Integrity Oversight Monitor Act)
 - a. Acknowledge requirement to ensure that proper internal controls are in place such that projects are in compliance with the requirements of the Integrity Oversight Monitor Act.
7. Statement of Ownership, Notice for Corporations and Partnerships

B. Other Documents

1. Disclosure of Existing FEMA Contracts
2. Conflict of Interest Certification
3. Certification of Correct and Accurate Information

IV. NOTICE TO ALL STATE VENDORS: SET -OFF FOR STATE TAX

Please be advised that, pursuant to L. 1995, c. 159, effective January 1, 1996 and codified at N.J.S.A. 54:49-19 and N.J.S.A. 54:49-20, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods and services or construction projects, at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's, partner's or shareholder's share of the payment of that indebtedness. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off.

The Division of Taxation may initiate procedures to set off the tax debt of a specific vendor upon the expiration of ninety (90) days after either the issuance by the Division of a notice and demand for payment of any state tax owed by the taxpayer or the issuance by the Division of a final determination on any protest filed by the taxpayer against an assessment or final audit determination. A set-off reduces the contract payment due to a vendor by the amount of that vendor's state tax indebtedness or, in the case of a vendor-partnership or vendor-S corporation, by the amount of state tax indebtedness of any member-partner or shareholder of the partnership or S Corporation, respectively. N.J.A.C. 18:2-8.3.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and shall provide an opportunity for a hearing within ninety (90) days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest permitted under N.J.S.A. 54:49-19 shall stay the collection of the indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to L. 1987, c. 184 (N.J.S.A. 52:32-35) shall be stayed.

V. QUALIFICATIONS

Your firm(s) has been pre-qualified as part of the Request for SOQ's to provide Program Management services to PVSC. Each Pre-Qualified Respondent will be asked to submit a proposal as outlined in the Scope of Services in this RFP. The Scope of Services was developed for evaluation purposes. Actual work scope and cost may differ based on program development. The Selected Respondent shall be required to execute a two (2) year contract (renewable) with PVSC to provide PM services. The Selected Respondent ("Program Manager" or "PM") shall develop an established program budget cost that will be drawn against based on the rate sheets provided.

VI. PROFESSIONAL EVALUATION AND RANKING METHODOLOGY

a. General Evaluation Criteria

The factors PVSC will use as part of the evaluation may include, but are not limited to, the following:

1. The Respondent's Statement of Qualification (SOQ) (previously submitted).
2. The Respondent's Technical Approach, including a detailed description of the proposed technical approach to be taken for the performance of the required services for each task in the Scope of Services, and a schedule for completion of these tasks. Factors addressed in your technical approach shall include, but are not limited to, your proposed methodology and strategy for performing the services. As part of your technical approach, prepare a staffing analysis for performance of each task in the Scope of Services, using the format shown in Attachment C, Summary of Total Man Days Estimate. Include name, title and hourly rate of the individuals proposed to perform each of the tasks identified as well as the number of hours required to complete each task.
3. The Respondent's Management Approach, including a detailed description of the proposed management approach for performance of the required services, what will be accomplished in the first ninety (90) days of the contract. The description should include activities, milestones, accomplishments and deliverables. Factors addressed in your management approach shall include, but are not limited to: your proposed organizational structure for delivery of the contemplated services including the method of integrating the Respondent's personnel into the PVSC organization; your proposed strategic approach to ensuring the quality and timeliness of the required work products; and your proposed approach to keeping the client apprised of the project status. Describe the challenges the Respondent may expect when working as a closely integrated team and describe methods to manage these issues. Describe the physically strategic decisions that will need to be made in developing the program. Identify what efforts will be considered to encourage MBE/WBE participation within the overall program. Describe methods to define and measure success at program/project levels.

Indicate how you will assure commitment to the Program of these key personnel and your plan for providing equally qualified personnel in the event a key person becomes unavailable during the progress of the work. Notwithstanding the aforementioned required plan, it is expected that key personnel submitted under the Request for SOQ will be committed to this assignment for its duration. The PM shall not remove or replace its Program Director, Project Manager or any other key personnel, as identified by PVSC, without the written consent of PVSC and PVSC will not consent until the PM has proffered a candidate with equal credentials to that of the previous key person, acceptable to PVSC.

4. The Respondent's Summary of Total Man Days Estimate (Attachment "C") including Summary of Total Project Cost (Attachment "D").

Selection of the Respondent will be made on a competitive basis that places great weight on the previously submitted Statement of Qualifications (SOQ) and technical/management approach, as described within the RFP, with less emphasis on the compensation proposal.

Scheduled interviews with Respondents may be required by the PVSC. Interviews may or may not become part of the overall criteria for evaluation.

Note: A site walk-thru visit is available on request and can be arranged by calling Michael Dox at (973) 817-5987.

VII. BACKGROUND

The Passaic Valley Sewerage Commission owns and operates a 330 million-gallon-per-day ("mgd") secondary wastewater treatment facility located in Newark, New Jersey. In the early 1980's, PVSC underwent a major expansion at which time most of the facility's process treatment equipment was installed and placed in service.

In the wake of Superstorm Sandy, the treatment plant was flooded by millions of gallons of combined bay water, rain and wastewater. At one point, a four-foot wall of water overwhelmed the plant, destroying buildings, flooding the plant's underground substructure, washing away vehicles, short-circuiting automated systems, and demolishing critical equipment.

PVSC has retained the services of Witt O'Brien's, LLC ("Witt"), to assist with the damage assessment and preparation of 46 FEMA Project Worksheet's ("PW's") with a total value of approximately \$110 million. In addition, Witt assisted PVSC with the preparation of a \$250 million FEMA 406 mitigation project for the construction of a flood wall, storm water pumping stations and 30 MW standby power generation facility.

The services of the PM shall consist of providing expert professional program and project management and related support services for the Program during its planning phase. As part of this effort, the PM shall validate and expand upon prior studies to ensure a sound understanding of the Program to date and to develop a practicable plan to move forward. The PM shall be responsible for all disciplines required to complete the scope of work, and ensure all efforts are in compliance with federal funding guidelines.

The PVSC personnel will be integrated into the program, the PM will augment PVSC staff during peak construction demands to execute FEMA recovery efforts. Once the PM has transitioned out of the program, a highly trained PVSC staff will use the tools developed as part of the program to continue to manage the future treatment plant infrastructure improvements.

The PM will work closely with PVSC and FEMA/Witt O'Brien's representatives to provide technical support and overall project management for FEMA related repairs and mitigation efforts. The PM will provide management of all contractors, including subcontractors and professional service contractors, specifically engaged to perform work identified for the FEMA recovery effort. The PM will report directly to the PVSC Chief Engineer. The PM services will be part of an initial two (2) year agreement with the potential for amendments of additional services as they are defined for the duration of the Program. PVSC reserves the right to commence, close, reduce, or extend the services at any time in response to changing needs. PVSC will be the signatory on all executed contracts derived from the PM services.

The Program Manager shall be required to coordinate and work with stakeholders both internal and external to PVSC, including but not limited to other PMs, local and federal agencies, the design manager and, the Construction Manager, as required.

Note: Once selected, a PM shall be excluded from providing detail design services, executing contracts and approving change orders. Consultants currently providing design services will not be precluded from being selected for PM services.

VIII. SCOPE OF SERVICES

The proposal will be based on a **core work scope for the construction of a flood wall, storm water pumping stations and 30 MW standby power generation facility** as outlined below. The core work scope will be used for evaluation purposes. Actual work may include additional FEMA projects as previously outlined within the Request for Statement of Qualifications that would be billed based on the rate sheets submitted in your proposal for the actual effort required. The proposer shall prepare a program based on information provided and general knowledge of the workings of PVSC.

The Respondent shall supply and include in its costs all personnel, sub-consultants, and all services to complete the work in accordance with the Scope of Services. All notes, calculations, studies and computer documents generated for this project shall be the property of PVSC and turned over to PVSC at the conclusion of the project. The Respondent is to include time on site to conduct any necessary investigations or interviews and meet with PVSC as outlined in the Scope of Services. The PM shall provide PVSC with monthly progress reports and conduct progress meetings as outlined.

Task 1 – Document Review (20 days)

Subtask 1.1 - Review the studies and reports previously completed for the construction of a flood wall, storm water pumping stations and 30 MW standby power generation facility, as listed in Section XVII, and provide a written draft summary of your findings, such as adequacy of work

completed to provide sufficient resiliency to maintain treatment plant operations during extended power outages, 500 year storm events, 500 year flood events, storm surge similar to that experienced during Super Storm Sandy and also for resiliency to climate change. The summary shall also include changes since date of report delivery and additional work to be completed. The Project Manager shall provide a formal presentation to brief PVSC's Executive Management of work completed which shall include all findings, costs and recommendations. The Project Manager shall revise the draft report, as may be appropriate, in response to PVSC's comments. After acceptance the Project Manager shall provide five (5) copiers of the final report.

Task 2 - Program Development (90 days)

Subtask 2.1 – Program Management Plan

Establish the Program Management Plan (PMP). The PMP shall be the primary source of information for how the project will be planned, executed, monitored, controlled, and closed out. In accordance with industry standards, the PMP shall include, but not be limited to plans for the following items:

- Team's vision and mission statement
- Staffing plan and organizational structure
- Resources management (Team's scope, roles and responsibilities. This should include personnel from the PM's organization as well as PVSC, Witt personnel and key stakeholders.) (Integrated approach)
- Communications Management (Internal and External - PVSC, Comptroller, Witt, NJDEP, etc.)
- Project management plan
- Scope management
- Schedule management
- Document Management Plan. Describe the set-up, coordination and integration of overall system to provide the structure and procedures necessary to improve program management performance and controls. Includes selection of computer information/document management system
- Compliance Management
- Change Management

- Financial management plan with controls (In anticipation of Independent FEMA/State Audit)
- Health and Safety plan (Engineers/Contractors)
- Integrity Oversight and Monitoring Plan in accordance with the requirements of **Integrity Oversight Monitor Act, P.L.2013, Chapter 37 (N.J.S.A. 52:15D-1 et seq.)**.
- Quality Management Plan (contract/RFP boilerplate, forms, RFI's, CO, Drafting and Technical Standards, etc.)
- Permit Management Plan
- Public information and Stakeholder Management
- Risk Management (Contractor Insurance Requirements, Owner Controlled Insurance Program, Dispute Review Boards, etc.)
- Procurement Management
- Continued Operation and Permit Management (Title V Air Permit, Environmental Reviews, Historic presentation, Wet Lands Delineation, LSRP Coordination, noise generation, etc.)
- FEMA Reimbursement Plan (engineers, contractors, etc.)
- Other tasks Respondent deems necessary for successful program

Subtask 2.2 - Program Scope

Perform constructability reviews, value engineering, existing condition assessment, functionality, permit feasibility, financial feasibility, operability and define Scope of Work for the construction of a flood wall, Stormwater Pump Stations and 30 MW standby power generation facility projects. Determine whether projects can be constructed as outlined and identify any additional work missing from scope. Anticipate working with Witt Associates to prepare revised Scope and a quantity of four (4) FEMA Amendments.

Subtask 2.3 – Schedule and Budget

Define program implementation timeline and budgetary costs including construction costs as well as PM and engineering costs. Budgetary costs will be drawn against based on rate sheets for actual effort required.

Subtask 2.4 – Information Management and Document Control System

Fully operational computer system that provides: Security, Document Management, Business Process Management, Project Tracking and Controls, Construction Management, Reports and Dashboards with Searching. **The cost of the computer software program will be paid for under Task 5 - Information and Document Management System Allowance.**

Subtask 2.5 – Meetings

The PM shall attend a minimum of four (4) meetings, at PVSC facility to review documentation, organization structure, review PVSC's needs, and coordination of Information and Document Management System.

Subtask 2.6- Deliverables

The PM shall furnish a draft report and provide a formal presentation to brief PVSC's Executive Management of the work completed which shall include:

- Program Management Plan (PMP)
- Program Scope with Constructability review and recommendations
- Costs and Timeline
- Information Management and Document Control System

The PM shall revise the draft report as may be appropriate, in response to PVSC's comments. After acceptance of the revised draft report, the PM shall provide five (5) copies of the final report.

Once the PM receives approval, but prior to proceeding to the next phase, they must establish and implement all the policies, procedures, program controls, QA/QC manuals, technical standard manuals, costs and budgets, information management and document control computer systems and FEMA procedures as outlined in PMP. These systems and procedures will define the programs path moving forward.

Task 3 - Implementation (Power Plant - 6 Years, Flood Wall - 7 years, Stormwater Pump Stations – 1.5 Years)

The implementation phase shall utilize the protocols, procedures, standards and controls developed as part of the PMP in order to construct the Flood Wall, Stormwater Pump Stations and 30 MW Power Plant as outlined below:

Subtask 3.1 - Program Management Training/Workshop

Provide Program Management training/ workshop sessions and training materials to PVSC personnel. The training shall include an overview of the PMP plan, project management procedures and computer information management and document control systems. Include the cost of training twenty (20) personnel at the PVSC computer training center.

Subtask 3.2 – Staging Plan and Program Field Office

Prepare staging plan and establish PM field office at the PVSC WITCO property. The PVSC has prepared the WITCO property with a temporary surface in anticipation of 150 parking spaces including the construction of a separate entrance ramp and security guardhouse. All contractors will be required to park at the WITCO property.

The PM shall establish the following:

- Program Managers field office – anticipate provisions for four (4) PM staff members including general conference room and utilities. The cost for the rental, furnishings and supplies for the field trailer will be paid for under a separate allowance.
- Staging plan shall show location plan for the twenty (20) construction trailers and contractor storage areas. Staging shall address break, lunch and general cleanup and sanitary areas.
- Site utilities including: water, lighting and main electric service. Utilities shall be designed in anticipation of twenty (20) construction trailers. The main electric service shall be provided with separate meters for each trailer. Power shall be obtained from PSE&G utility pole on Doremus Ave. Sanitary service will be provided by holding tank on each trailer.
- The PM shall prepare a publicly advertised contract to establish site utilities of water, lighting and main electric service including any general staging requirements. Each contractor will be responsible to provide their own construction trailer and the cost of maintenance and utilities for the trailer.

Subtask 3.3 - Developmental Services

PM shall include the oversight and all the prerequisite activities necessary to bring the Flood Wall, Stormwater Pump Stations and Power Plant to a bid ready point for public advertisement. Each project shall be a separate construction contract. Developmental services shall include but not be limited to:

- Provide technical assistance, develop conceptual design documents with technical report to be used with RFQ/RFP's to aide in defining scope of work for Flood Wall and Power Plant. Develop contracting strategies and construction phasing plans in order to provide un-interrupted service within PVSC. Conceptual design should not exceed a typical 30% design submission.
- Issue RFQ/RFP's to procure the services of design professionals to prepare contract documents for the Flood Wall, Stormwater Pumping Stations and Power Plant. The RFQ/RFP scope shall include: Design Services, Design Services During Construction (DSDC) and Resident Engineering (RE) services for each project for the duration of the construction contract. The PM shall also include the cost to prepare two (2) additional RFQ/RFP's for additional work required as part of developmental stage of Flood Wall and Power Plant (utility surveying, boring, third party pile inspection, testing services, etc.)
- Manage, monitor, track and guide the design professionals in the preparation of contract documents in order to deliver designs within projected schedules. Include design reviews at 60%, 90% & 100% submissions. PVSC will be an integral part of the design reviews. Maintain an electronic library of all reports, specifications, drawings, etc.
- Perform permit reviews and modifications as necessary. The cost of permit modifications and reviews will be paid for under Task 7, Specialty Consultant Allowance.
- Evaluate and recommend contracting strategies for the most efficient way to construct the Power Plant. Evaluation shall include the advantages / disadvantage to the following methods of constructing the Power Plant:
 - design-bid-construct
 - design-build
 - Design-prequalify contractors-construct
- Provide monthly updated costs, budgets and schedules based on design developments.

- Evaluate and provide recommendations on operational/business strategies for the Power Plant. Evaluation shall include the advantages/disadvantages to the following strategies that may include:
 - owner - operate & maintain
 - 3rd party – operate, maintain & manage electricity/gas commodity
 - Combination owner /3rd party - operate/maintain
- Issue bid documents for public advertisement, compile bidders questions, issue clarifications / addendum, receive bids, perform bid evaluations including recommendations for award and issue notice to proceed to the contractors.

Subtask 3.4 - Project Management of Design Professionals and Contractors

The PM shall include the Project Management of all the design and construction activities necessary to ensure that the Flood Wall, Stormwater Pumping Stations and Power Plant are each completed within the contracted cost and schedule and that they meet the given performance standards. The design professionals retained from the RFQ/RFP's will be responsible for the design services during construction (DSDC) and resident engineering (RE) services for each project. The PM will be responsible for oversight of these professionals. Project Management services will commence upon issuing notice to proceed to the contractor thought the successful start-up, testing and commissioning of each project. Project Management services shall include but not be limited to:

- Implement all procedures established as part of PMP for the Project Management of the design professionals and contractors activities. Maintain and Update the Project Management plan on an as needed basis.
- Provide project management training/workshops to the design professionals. These workshops shall be used to train and brief all design professionals on the procedures established as part of the PMP. Design professionals shall be trained in the use of the Information and Document Management Systems.
- Provide Document Controls including storing, tracking and expediting the shop drawing review process through the use of the approved software program.

- Conduct and participate in project kick-off and progress meetings with the project teams. Prepare agendas and record all minutes of meetings. Quantity of meetings are as outlined in subtask 3.5.
- Provide project Control functions including, but not limited to, schedule and financial tracking through the use of approved software program. Provide program support services, including but not limited to drafting documents, managing change orders, payment requests, assisting with contract negotiations, and providing various contract administration functions as needed.
- Assist PVSC in identifying Program/project level staffing resources requirements.
- Provide oversight and management of the program design professionals. Design professionals will be responsible for DSDC and resident engineering services. PM is responsible for oversight and management in accordance with standards of PMP.
- Monitor and report on a monthly basis the Program consultant and contractor staff performance, comparing the approved Program Management Plan versus the recommended corrective action, when required.
- Update and review actual and forecasted project costs and schedules on a monthly basis and prepare a monthly report.
- Prepare monthly status reports addressing accomplishments, issues, schedules, budgets including corrective actions, if required.
- Assist in the negotiations, tracking and expediting of contract change orders. Assume fifteen (15) change orders.
- Brief the PVSC program team, and others as required on a regular basis as specified in Subtask 3.8.
- Provide project testing, commissioning and start-up services. Preparation of start-up and testing plans for each project.
- Provide training and system O&M manuals. Prepare training plans and coordinate training for each project. O&M manuals shall include standard operating procedures, vendor's specific materials and maintenance procedures for each project. All documentation shall be

provided as an electronic O&M manual, also include five (5) hard copies for each project. Manuals shall be in compliance with NJDEP Regulation N.J.A.C. 7:14A-6.12.

- Provide health, safety and site specific coordination/ communications. Health and safety audits shall be conducted on a weekly basis.
- Provide and coordinate integrity oversight monitoring. Provide monthly integrity oversight reports.

Subtask 3.5 – Commissioning, Startup, Testing and Training

The Respondent shall coordinate with the design professionals and contractors to prepare training protocols and schedules for the commissioning, startup, testing and training of the contract supplied equipment as follows:

- Training shall include hands on instruction in the proper operation, maintenance & troubleshooting of supplied equipment and systems.
- Include a comprehensive facility start-up plan including a step by step description of how equipment, system or processes, and entire facility will be commissioned. The PM shall coordinate this plan with PVSC, the design professionals, and contractor.
- Include the coordination of system Operation and Maintenance (O&M) manuals and Standard Operating Procedures (SOPs) developed by contractors and design professional to ensure they meet the requirements of N.J.A.C. 7:17A-6.12.

Subtask – 3.6 – Project Closeout

The Respondent shall provide any necessary assistance in closing out the construction contracts including but not limited to:

- Preparation and oversight of project closeout punch list
- FEMA/ NJEIT supporting closeout documentation, including final inspection documentation checklist
- Expedite FEMA reimbursement payments
- As-built drawings, submittals
- O&M manuals/ Instruction manuals and SOPs

- Schedules
- Guarantees
- Notice of Final Acceptance
- Distribution and categorizing of electronic documentation

Subtask 3.7 – Post Construction Assistance

To ensure the continued performance of constructed projects the Respondent shall include the following post construction assistance:

- Additional training of PVSC staff to operate and maintain project equipment and systems. Assume three (3) additional training sessions of twenty (20) people for the Power Plant.
- Additional training of PVSC's staff on the Title V operating, testing and record keeping requirements for the Power Plant. Assume two (2) days of training for ten (10) people.
- Additional training of PVSC staff on the operation and maintenance of the Stormwater Pump Stations equipment and systems. Assume three (3) additional training sessions of twenty (20) people.
- Assist in developing procedures for control of operation and maintenance of, and record keeping for project equipment and systems.
- Assist in the identification and correction of contract defects during the warranty periods and make recommendations as to replacement or correction of defective work. Prepare documentation to track warranty claims.

Subtask 3.8 – Meetings and General Project Team Coordination

The Respondent shall include all the necessary engineering disciplines and/or specialties as necessary **for the duration** of the program to attend meetings with PVSC, FEMA representatives, design professionals, contractors and other project related meetings for each construction contract. The Respondent shall prepare agenda, record meeting minutes and distribute copies to attendees. Meetings shall include:

- Weekly executive coordination meetings with internal and external project stakeholders.

- Design review meetings (30%, 60%, 100%).
- Prebid and Project kick-off Meetings.
- Monthly Project Management meetings
- Daily logistics meetings with contractors to coordinate equipment shutdowns.
- Weekly health and safety coordination meetings.
- Local and state stakeholder's coordination and public outreach as outlined in subtask 3.10. Meetings will typically be held at the PVSC offices at 600 Wilson Ave, Newark, NJ 07105.

Subtask 3.9 – Funding and FEMA Reimbursement

The Respondent shall include the necessary services to maximize and monitor the available funds to implement the program. This includes integrity oversight to ensure complete compliance with FEMA reimbursement procedures to avoid deobligation of FEMA funds, including the identification of other funding sources as appropriate. Funding and FEMA reimbursement services shall include but not be limited to:

- Updating the Financial Management Plan including controls and monthly reporting in anticipation of independent FEMA/State audit.
- Updating the FEMA reimbursement plan including reporting requirements to support FEMA funding. Including disbursement /reimbursement requests and payment schedules with justifications based on progress for design professionals and contractors. Anticipate using NJEM grants program.
- Preparation of monthly and quarterly reports as maybe required by FEMA/NJEIT for the administering of any grant funds awarded to the program.
- Other than monitoring, updating, reporting and requesting reimbursement of Funding other costs associated with Administration of PVSC Funding Requirements shall be reimbursed under Task VI.

Subtask 3.10 – Local and State Stakeholders Coordination and Public Outreach

Prepare for and participate in meetings with project stakeholders and interested public entities. Preparation shall include the creation of necessary presentations including meeting minutes within two (2) days

following any project stakeholder meeting. Anticipate four (4) project stakeholder meetings per year over the course of the project. Establish a Citizen's Advisory Group (CAG) that includes interested stakeholders. Participants should include, but are not necessary limited to:

- Ironbound Community Corp.
- NY/NJ Baykeeper and the Hackensack Riverkeeper
- State and local community interest groups and local business improvement districts;
- Industry peer groups;
- City of Newark and respective departments;
- State of New Jersey and all respective departments (this is separate from Project Planning and Permitting meetings);
- NJ Department of Environmental Protection, and the State Historic Preservation Office.

Create and maintain a public information website to provide interested stakeholders current project information regarding schedules, environmental and quality of life impacts due to construction related activities. Provide website updates on a monthly basis over the course of the projects' planning, design and construction.

Task 4 – Other Direct Costs and Out-of-Pocket Expenses

Other Direct Costs and Out-of-Pocket Expenses authorized by the PVSC essential for the performance of the Project Work, and not included in the Contractor's overhead, to be paid at cost to the Contractor with no additional provisions for the overhead and profit, in a total Not-to-Exceed \$50,000.00 and which may include the following items:

- Printing and reproduction of reports, special forms, or stationery for the services under this contract.
- Mailing and shipping charges directly related to the project.
- Specialized expenses including laboratory work.
- Miscellaneous out-of-pocket costs authorized and approved for the Project.

- Task 4 does not include travel expenses. Travel expenses shall be included in the overall project cost.

Task 5 – Information and Document Management System Allowance

The Respondent shall include in his proposal an allowance of \$500,000 to cover costs associated with the purchase, 3rd party support and license upgrades of the Information and Document Management System. The cost of reimbursement shall be based on actual cost of software, 3rd party support and license upgrades with no additional provisions for overhead and profit. PVSC shall be licensed holder of software.

Task 6 – Administration of PVSC Funding Requirements

The Respondent shall include in his proposal an allowance of \$40,000 to cover costs associated with the administration services associated with the NJEIT Funding and FEMA Hazard Mitigation Grant Program (HMGP). The Respondent shall be reimbursed based on an hourly rate for providing administrative assistance of NJEIT and HMGP funding requirements.

Task 7 – Specialty Consultant Allowance

The Respondent shall be reimbursed based on an hourly rate for providing Specialty Consultant Services to review and modify permits based on an allowance of \$100,000.00.

IX. PROPOSAL SUBMISSION REQUIREMENTS

All RFP's in response to this request shall be addressed to Michael DeFrancisci, Executive Director, Passaic Valley Sewerage Commission, and delivered not later than **11:00 am EST** on **January 9, 2014**. The original and five (5) copies of the RFP will be required. (Note: SOQ on record, not required to be resubmitted).

Submittals should not exceed thirty (30) pages in length, excluding the production of forms and other documents which may be required. Each submittal should focus on the individual PM team members and how they will respond to the anticipated Scope of Services.

The RFP shall include, as a minimum, the following information:

Cover letter
Executive Summary

All information to demonstrate compliance with professional evaluation and ranking methodology Section VI of this RFP. (Note: SOQ is on record and is not required to be resubmitted).

Acknowledgement of Receipt of Clarifications

Schedule

Summary of Total Man Days Estimate (Attachment "C")

Summary of Total Project Cost (Attachment "D")

Rate sheets for all potential PM services. Include rates for other potential services required.

Each section shall be separated with labeled tabs.

Proposal may also contain any other information that the Respondent believes will help demonstrate the Respondents qualifications relative to the evaluation criteria. However, exclusive of required forms and documents associated with required forms, the proposal shall be limited to 30 pages.

X. FURTHER INFORMATION

Further information may be obtained by calling **John Rotolo, Chief Engineer, at (973) 817-5962** or via email at jrotolo@pvsc.nj.gov.

XI. COMPUTER INTERNET COMMUNICATION

Following the Notice To Proceed, the Selected Respondent shall set up either a computer Internet based system for the transfer of computer files to and from the PVSC via an e-mail or Internet connection. All reports shall be produced in the latest version of MS Word for Windows. All spreadsheets shall be produced using the latest version of MS Excel for Windows, and all drawings shall be produced in the latest version of AutoCAD. All documentation shall be turned over to PVSC in the latest electronic (AutoCAD, Word, Excel) format.

XII. SCHEDULES

The Respondent shall submit with its proposal a detailed schedule for all services to be provided for the duration of the Tasks listed in the Scope of Services.

XIII. CONTRACT PERIOD

PVSC anticipates that the PM services will be part of an initial two (2) year agreement with the potential for amendments of additional services as they are defined for the duration of the Program as listed in the project Scope of Services. PVSC reserves the right to commence, close, reduce, or extend the services at any time in response to changing needs pursuant to law. For this Proposal the Respondent shall include the **total time duration** to complete the program as **outlined in the Scope of Services**.

XIV. COSTS

The Respondent shall supply and include in its costs all personnel, sub-consultants, and all services to complete the work in accordance with the Scope of Service for the total duration of the project. Attached hereto at Attachment “C” is the Summary of Total Man Days Estimate and Attachment “D” Summary of Total Project Cost. In addition, submit **Rate Sheet** for all potential PM services. Rate sheet will be used as basis of future payments based on program developed.

XV. PROPOSAL FORM

All RFP’s submitted in response to the within Request for Proposal shall utilize the form of correspondence on **page 27** hereof as the cover sheet of such RFP. There shall be attached to said letter/cover sheet succeeding pages setting forth your RFP responses. Your RFP must follow the format set forth and include a schedule for all services to be provided. In order for your RFP to meet the requirements of the Request, Solicitation and Invitation, the form of correspondence set forth herein below shall be fully completed and executed. Attachments A through D, set forth in the appendix, shall be completed and originally executed. Failure to attach required documents is cause for disqualification.

All erasures and/or changes to the original documentation submitted must be initialed by the individual making modifications to the RFP. Use separate and additional pages to respond specifically to each Section, specifically *Section VI Professional Evaluation and Ranking Methodology* hereof, which sets forth the criteria that PVSC will utilize in evaluating your RFP and determining the selection of the **PROGRAM MANAGEMENT SERVICES** provider. In the event that the RFP is being submitted as a Joint Venture (JV), the first page of the RFP, in the cover letter set forth on **page 27**, shall also recite the name of the joint partner(s).

XVI. ACKNOWLEDGEMENT OF CLARIFICATIONS

The Acknowledgement of Receipt of Clarifications form serves as a Respondent’s acknowledgement of the receipt of clarifications which may have been distributed prior to the request for proposal submission deadline.

Attached hereto at Attachment B is the Acknowledgement of Receipt of Clarifications form. This form must be executed and documents attached thereto by the Respondent.

Note: Question will be accepted up to five (5) days prior to the RFP return due date.

XVII. INFORMATION AND MATERIALS PROVIDED BY PVSC (CD PROVIDED) THAT INCLUDES:

- a. Design Development Drawings - Construction of a Flood Wall and 30 MW Standby Power Generation Facility
- b. HMGP Application

- c. Temporary Staging Area Drawings – WITCO Property
- d. Feasibility Study - Standby Power Generation Facility
- e. Permits (Flood Wall, Power Plant and Temporary Staging)

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

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

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

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

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

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

XIX. CONDITIONS AND PRECAUTIONS

A. General

Immediately inform PVSC of any unsafe condition discovered at any time during the course of this work.

PVSC operations shall always have priority over any and all of the PM's operations.

B. Work Areas

Limit work to the areas necessary for the performance of such services and do not interfere with the operation of the facility without first obtaining specific approval from PVSC.

During all periods of time when not performing operations at the work site, store all equipment being used for the inspection in areas designated by PVSC and provide all security required for such equipment.

Do not permit any objects or pieces of equipment to lie unattended on sidewalks, roadways or structures at any time.

C. Work Hours

Perform work between the hours of 8:15 A.M. and 4:15 P.M., Monday through Friday, unless otherwise directed by PVSC. In any case, no work shall be performed at the site on a legal holiday of the State of New Jersey unless given prior authorization.

APPENDIX

DRAFT

Date:

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

Business Name

Type or Print Full Name

Title

Date

Telephone Number

Facsimile Telephone Number

JOINT VENTURE PARTNER

Signature

Business Name

Type or Print Full Name

Title

Date

Telephone Number

Facsimile Telephone Number

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: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

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 _____	,	_____
CLARIFICATION #2, DATED _____	,	_____
CLARIFICATION #3, DATED _____	,	_____
CLARIFICATION #4, DATED _____	,	_____

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

DATE: _____

NAME _____ SIGNATURE _____

ATTACHMENT C

SUMMARY OF TOTAL MAN DAYS ESTIMATE

Description of Work	Estimate of Man Days						
	TITLE----->	Principal	Program Manager				
	STAFF NAME----->						
	HOURLY RATE----->						
TASK 1 - Document Review							
1.1 Review Studies and Reports							
	SUBTOTALS						
Task 2 - Program Development							
2.1 Program Management Plan							
2.2 Program Scope							
2.3 Schedule and Budget							
2.4 Information Management and Document Control System							
2.5 Meetings							
2.6 Deliverables							
	SUBTOTALS						
Task 3 - Implementation							
3.1 Program Management Training/Workshop							
3.2 Staging Plan and Program Field Office							
3.3 Developmental Services							
3.4 Project Management of Design Professionals and Contractors							
3.5 Commissioning, Startup, Testing and Training							
3.6 Project Closeout							
3.7 Post Construction Assistance							
3.8 Meetings and General Project Team Coordination							
3.9 Funding and FEMA Reimbursement							
3.10 Local and State Stakeholders Coordination and Public Outreach							
	SUBTOTALS						
Note: Insert additional proposed staff to meet Scope of Services as outlined in RFP.							
						TOTAL MAN DAY ESTIMATE	

ATTACHMENT D

SUMMARY OF TOTAL PROJECT COST

Description of Work	Estimate of Labor Costs						
	TITLE----->	Principal	Program Manager				
	STAFF NAME----->						
	HOURLY RATE----->						
TASK 1 - Document Review							
1.1 Review Studies and Reports							
SUBTOTALS							
Task 2 - Program Development							
2.1 Program Management Plan							
2.2 Program Scope							
2.3 Schedule and Budget							
2.4 Information Management and Document Control System							
2.5 Meetings							
2.6 Deliverables							
SUBTOTALS							
Task 3 - Implementation							
3.1 Program Management Training/Workshop							
3.2 Staging Plan and Program Field Office							
3.3 Developmental Services							
3.4 Project Management of Design Professionals and Contractors							
3.5 Commissioning, Startup, Testing and Training							
3.6 Project Closeout							
3.7 Post Construction Assistance							
3.8 Meetings and General Project Team Coordination							
3.9 Funding and FEMA Reimbursement							
3.10 Local and State Stakeholders Coordination and Public Outreach							
SUBTOTALS							
Note: Insert additional proposed staff to meet Scope of Services as outlined in RFP.							TOTAL LABOR COST
Summary of Costs							
Description							Cost
Task 1 - Document Review							
Task 2 - Program Development							
Task 3 - Implementation							
Task 4 – Other Direct Costs and Out-of-Pocket Expenses							\$50,000
Task 5 – Information Documentation Management System Allowance							\$500,000
Task 6 - Administration of PVSC Funding Requirements							\$40,000
Task 7 – Specialty Consultant Allowance							\$100,000
TOTAL PROJECT COST							

State of New Jersey
Department of Treasury
Integrity Monitoring Reporting Model
Engagement:
For Quarter Ending: xx/xx/2014

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

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

State of New Jersey
Department of Treasury
Integrity Monitoring Reporting Model
Engagement:
For Quarter Ending: xx/xx/2014

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

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

State of New Jersey
Department of Treasury
Integrity Monitoring Reporting Model
Engagement:
For Quarter Ending: xx/xx/2014

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

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

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

State of New Jersey
Department of Treasury
Integrity Monitoring Reporting Model
Engagement:
For Quarter Ending: xx/xx/2014

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

No.	Recipient Data Elements	Response	Comments
	Date:		

Engagement Query Questions or Request for Clarification

Firm:

Engagement Query #:

Page #	Engagement Query Section	Question

Cost Quote

Cells to be completed by Contractor

Protected Cells

Firm Name:	
Engagement Name:	Integrity Oversight Monitor for Passaic Valley Sewerage Commission (PVSC)

Power - Construction		Task C Procurement and Payment Review		Task D Review and Evaluate Contract Deliverables		Task E Provide Ongoing Quality Assurance / Quality Control		Task F Deliverables		Total Hours Per Staff Category	Total \$ Per Staff Category
Staffing Category	Hourly Billing Rate (\$)	Hours	Amount (\$)	Hours	Amount (\$)	Hours	Amount (\$)	Hours	Amount (\$)		
Partner/Principal/Director			\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Program Manager			\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Project Manager			\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Subject Matter Expert			\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Supervisor/Senior Consultant			\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Consultant			\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Associate/Staff			\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Administrative Support			\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Other			\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Other			\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Other			\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
Other			\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00

0\$0.000\$0.000\$0.000\$0.000\$0.00 (Staffing)

Total Other Direct Cost

\$0.00 (Other Direct Cost)

Total Travel Cost

\$0.00 (Travel Cost)

Grand Total\$0.00