



STATE OF NEW JERSEY

PROCUREMENT BUREAU
33 WEST STATE ST 9TH FL TRENTON, NJ 08625-0230

GSA CONTRACT

PM & ENVIRONMENTAL FIELD CONTRACTORS FOR ENVIRONMENTAL AND HISTORIC PRESERVATION

NUMBER : A84676
DATE : 09/03/13
BUYER : JUDSON P CROSS
PHONE : (609) 292-4253
EFFECTIVE DATE : 08/12/13
EXPIRATION DATE : 08/11/16
T-NUMBER : G1010
CONTRACTOR : URS GROUP INC

URS GROUP INC
1255 BROAD STREET/STE 201
CLIFTON NJ 07013

VENDOR NO. :
VENDOR PHONE : (210)337-3764
FEIN/SSN :
REQ AGENCY : PROCUREMENT BUREAU
AGENCY REQ NO. :
PURCH REQ NO. :
FISCAL YEAR : 14
COMMODITY CODE :
SOLICITATION # :
BID OPEN DATE : 00/00/00

TERM CONTRACT FROM: 08/12/13 TO: 08/11/16 ESTIMATED AMOUNT: \$ 1,451,878.95

- 1. ORDERING PERIOD: CONTRACT BEGINNING ORDERING PERIOD IS:08/12/13
CONTRACT ENDING ORDERING PERIOD DATE IS:08/11/16
2. F.O.B. POINT: DESTINATION
3. DELIVERY DELIVERY WILL BE MADE WITHIN 90 DAYS ARO UNLESS SPECIFIED DIFFERENTLY ON EACH LINE OR UNLESS AN ALTERNATE DELIVERY SCHEDULE IS INDICATED. AN ALTERNATE DELIVERY SCHEDULE IS ENCLOSED HEREIN:NO
4. CASH DISCOUNT TERMS: CASH DISCOUNT TERMS ARE 00.00% DAYS.
5. PERFORMANCE BOND: PERFORMANCE BOND REQUIRED:NO ; DATE REQUIRED 00/00/00 AMOUNT \$0 ; PERCENT OF CONTRACT 0.00%
6. RETAINAGE: RETAINAGE PERCENT IS 10.00%
7. COOPERATIVE PROC: THIS CONTRACT IS AVAILABLE FOR POLITICAL SUBDIVISION USE UNDER THE COOPERATIVE PROCUREMENT PROGRAM NO
8. BID REFERENCE NO: YOUR BID REFERENCE NUMBER IS:
9. AWARDED LINES: YOU WERE AWARDED 0 LINES FROM THE SOLICITATION NUMBER THESE LINES ARE INCLUDED AS A PART OF THIS CONTRACT. YOU WERE AWARDED 98 LINES FROM GSA REFERENCE #

ALL TERMS AND CONDITIONS AS A PART OF SOLICITATION NUMBER INCLUDING ANY ADDENDA THERETO AND ALSO INCLUDING THE BIDDER'S PROPOSAL AS ACCEPTED BY THE STATE ARE INCLUDED HEREIN BY REFERENCE AND MADE PART HEREOF EXCEPT AS SPECIFIED HEREIN

THIS IS NOTICE OF ACCEPTANCE BY THE DIRECTOR OF THE DIVISION OF PURCHASE AND PROPERTY ACTING FOR AND ON BEHALF OF THE STATE OF NEW JERSEY, OF THE OFFER REFERENCED ABOVE BY YOUR FIRM WHOSE NAME AND ADDRESS APPEAR ABOVE.

BUYER

DATE

FOR DIRECTOR

DATE

DIVISION OF PURCHASE AND PROPERTY

USING AGENCIES CANNOT PROCESS INVOICES FOR PAYMENT OF DELIVERED GOODS AND/OR SERVICES UNTIL THE PROPERLY EXECUTED BOND HAS BEEN RECEIVED AND ACCEPTED BY THE PURCHASE BUREAU.

VENDOR COPY

**PRICE SHEET**

**GSA CONTRACT**

PROCUREMENT BUREAU  
 PURCHASE BUREAU  
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CONTRACTOR: URS GROUP INC

LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: 228070 / S002 DIV OF ADMINISTRATION FISCAL/PROCUREMENT OFFICE 101 SO BROAD ST 8TH FL PO BOX 800 ROOM 813 TRENTON NJ 08625-0800				
00001	COMMODITY CODE: 926-42-086247 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: BASE PRICE PER APPLICATION FOR EXEMPT (VOLMUE 1 TO 100) AS PER SECTION 3.2.2  YEAR 1	1	EACH	\$ 251.00	
00002	COMMODITY CODE: 926-42-086248 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: BASE PRICE PER APPLICATION FOR EXEMPT (VOLMUE 101-200) AS PER SECTION 3.2.2  YEAR 1	1	EACH	\$ 223.00	
00003	COMMODITY CODE: 926-42-086249 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: BASE PRICE PER APPLICATION FOR EXEMPT (VOLMUE >200) AS PER SECTION 3.2.2  YEAR 1	1	EACH	\$ 223.00	
00004	COMMODITY CODE: 926-42-086250 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: BASE PRICE FOR APPLICATION (FIXED FEE) FOR CATEGORICALLY EXCLUDED SUBJECT TO 58.5 (VOLUME 1 TO 100) SECTION 3.2.4 )  YEAR 1	1	EACH	\$ 834.00	
00005	COMMODITY CODE: 926-42-086251 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: BASE PRICE FOR APPLICATION (FIXED FEE) FOR CATEGORICALLY EXCLUDED SUBJECT TO 58.5 (VOLUME 101 TO 200) SECTION 3.2.4  YEAR 1	1	EACH	\$ 730.00	
00006	COMMODITY CODE: 926-42-086252 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: BASE PRICE FOR APPLICATION (FIXED FEE) FOR CATEGORICALLY EXCLUDED SUBJECT TO 58.5 (VOLUME > 200) SECTION 3.2.4  YEAR 1	1	EACH	\$ 698.00	
00007	COMMODITY CODE: 926-42-086253 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: BASE PRICE FOR APPLICATION (FIXED FEE) FOR NON-TIERED ENVIRONMENTAL ASSESMENTS (VOLUME 1 TO 100)SECTION 3.2.2  YEAR 1	1	EACH	\$ 6,853.00	

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00008	COMMODITY CODE: 926-42-086254 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: BASE PRICE FOR APPLICATION (FIXED FEE) FOR NON-TIERED ENVIRONMENTAL ASSESMENTS (VOLUME 101 TO 200) SECTION 3.2.2  YEAR 1	1	EACH	\$ 5,882.00	
00009	COMMODITY CODE: 926-42-086255 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: BASE PRICE FOR APPLICATION (FIXED FEE) FOR NON-TIERED ENVIRONMENTAL ASSESMENTS (VOLUME > 200) SECTION 3.2.2  YEAR 1	1	EACH	\$ 5,243.00	
00010	COMMODITY CODE: 926-42-086256 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: BASE PRICE PER APPLICATION TIER 2 SITE SPECIFIC REVIEWS (VOLUME 1 TO 100) SECTION 3.2.8  YEAR 1	1	EACH	\$ 1,152.00	
00011	COMMODITY CODE: 926-42-086257 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: BASE PRICE PER APPLICATION TIER 2 SITE SPECIFIC REVIEWS (VOLUME 101 TO 200) SECTION 3.2.8  YEAR 1	1	EACH	\$ 1,042.00	
00012	COMMODITY CODE: 926-42-086258 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: BASE PRICE PER APPLICATION TIER 2 SITE SPECIFIC REVIEWS (VOLUME > 200) SECTION 3.2.8  YEAR 1	1	EACH	\$ 946.00	
00013	COMMODITY CODE: 926-42-086259 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: FEMA ADDENDUM SECTION 3.2.3 & 3.2.8  YEAR 1	1	EACH	\$ 543.00	
00014	COMMODITY CODE: 926-42-086260 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: REPORTING FUNCTIONS SECTIONS 3.2.13, 3.2.14 & 3.2.15  YEAR 1	1	EACH	\$ 737.00	
00015	COMMODITY CODE: 926-42-086261 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: ENVIRONMENTAL IMPACT STATEMENT FEE SECTION 3.2.2	1	EACH	\$ 443,041.00	

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00016	YEAR 1 COMMODITY CODE: 926-42-086262 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: PRINCIPAL - HOURLY RATE	1	HOUR	\$ 189.19	
00017	YEAR 1 COMMODITY CODE: 926-42-086263 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: PROGRAM DIRECTOR - HOURLY RATE	1	HOUR	\$ 152.90	
00018	YEAR 1 COMMODITY CODE: 926-42-086264 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: TASK MANAGER - HOURLY RATE	1	HOUR	\$ 121.93	
00019	YEAR 1 COMMODITY CODE: 926-42-086265 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: FIELD MANAGER - HOURLY RATE	1	HOUR	\$ 108.36	
00020	YEAR 1 COMMODITY CODE: 926-42-086266 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: FIELD PROFESSIONAL - HOURLY RATE	1	HOUR	\$ 76.78	
00021	YEAR 1 COMMODITY CODE: 926-42-086267 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: PRINCIPAL/SENIOR ENVH SCIENTIST/ENGINEER ARCHITECT - HOURLY RATE	1	HOUR	\$ 146.04	
00022	YEAR 1 COMMODITY CODE: 926-42-086268 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: PRINCIPAL/SR. BIOLOGIST - HOURLY RATE	1	HOUR	\$ 142.50	
00023	YEAR 1 COMMODITY CODE: 926-42-086269 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: PRINCIPAL/SENIOR HISTORIC PRESERVATION SPECIALIST - HOURLY RATE	1	HOUR	\$ 142.50	
00024	YEAR 1 COMMODITY CODE: 926-42-086270 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: SENIOR HYDROGEOLOGIST - HOURLY RATE	1	HOUR	\$ 142.50	

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00025	YEAR 1 COMMODITY CODE: 926-42-086271 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION: JUNIOR HYDROGEOLOGIST - HOURLY RATE	1	HOUR	\$ 68.71	
00026	YEAR 1 COMMODITY CODE: 926-42-086272 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION: FIELD ASSOCIATE - HOURLY RATE	1	HOUR	\$ 61.06	
00027	YEAR 1 COMMODITY CODE: 926-42-086273 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION: FIELD OBSERVER - HOURLY RATE	1	HOUR	\$ 55.14	
00028	YEAR 1 COMMODITY CODE: 926-42-086274 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION: STAFF ENVIRONMENTAL SCIENTIST/ENGINEER/ ARCHITECT - HOURLY RATE	1	HOUR	\$ 110.75	
00029	YEAR 1 COMMODITY CODE: 926-42-086275 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION: HYDROGEOLOGIST - HOURLY RATE	1	HOUR	\$ 86.40	
00030	YEAR 1 COMMODITY CODE: 926-42-086276 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION: SENIOR TECHNICIAN - HOURLY RATE	1	HOUR	\$ 59.58	
00031	YEAR 1 COMMODITY CODE: 926-42-086277 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION: JUNIOR TECHNICIAN - HOURLY RATE	1	HOUR	\$ 48.55	
00032	YEAR 1 COMMODITY CODE: 926-42-086278 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION: SENIOR GIS SPECIALIST - HOURLY RATE	1	HOUR	\$ 116.65	
00033	YEAR 1 COMMODITY CODE: 926-42-086279 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION: JUNIOR GIS SPECIALIST - HOURLY RATE	1	HOUR	\$ 70.13	

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00034	YEAR 1 COMMODITY CODE: 926-42-086280 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: ADMINISTRATION SUPPORT/DATA ENTRY - HOURLY RATE.	1	HOUR	\$ 62.25	
00035	YEAR 1 COMMODITY CODE: 926-42-086284 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: BASE PRICE PER APPLICATION FOR EXEMPT (VOLMUE >200) AS PER SECTION 3.2.2	1	EACH	\$ 230.00	
00036	YEAR 2 COMMODITY CODE: 926-42-086285 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: BASE PRICE FOR APPLICATION (FIXED FEE) FOR CATEGORICALLY EXCLUDED SUBJECT TO 58.5 (VOLUME 1 TO 100) SECTION 3.2.4 )	1	EACH	\$ 859.00	
00037	YEAR 2 COMMODITY CODE: 926-42-086286 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: BASE PRICE FOR APPLICATION (FIXED FEE) FOR CATEGORICALLY EXCLUDED SUBJECT TO 58.5 (VOLUME 101 TO 200) SECTION 3.2.4	1	EACH	\$ 752.00	
00038	YEAR 2 COMMODITY CODE: 926-42-086287 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: BASE PRICE FOR APPLICATION (FIXED FEE) FOR CATEGORICALLY EXCLUDED SUBJECT TO 58.5 (VOLUME > 200) SECTION 3.2.4	1	EACH	\$ 719.00	
00039	YEAR 2 COMMODITY CODE: 926-42-086288 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: BASE PRICE FOR APPLICATION (FIXED FEE) FOR NON-TIERED ENVIRONMENTAL ASSESMENTS (VOLUME 1 TO 100)SECTION 3.2.2	1	EACH	\$ 7,059.00	
00040	YEAR 2 COMMODITY CODE: 926-42-086289 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: BASE PRICE FOR APPLICATION (FIXED FEE) FOR NON-TIERED ENVIRONMENTAL ASSESMENTS (VOLUME 101 TO 200) SECTION 3.2.2	1	EACH	\$ 6,058.00	
00041	YEAR 2 COMMODITY CODE: 926-42-086290 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION:	1	EACH	\$ 5,400.00	

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
	BASE PRICE FOR APPLICATION (FIXED FEE) FOR NON-TIERED ENVIRONMENTAL ASSESMENTS (VOLUME > 200) SECTION 3.2.2  YEAR 2				
00042	COMMODITY CODE: 926-42-086291 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: BASE PRICE PER APPLICATION TIER 2 SITE SPECIFIC REVIEWS (VOLUME 1 TO 100) SECTION 3.2.8  YEAR 2	1	EACH	\$ 1,187.00	
00043	COMMODITY CODE: 926-42-086292 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: BASE PRICE PER APPLICATION TIER 2 SITE SPECIFIC REVIEWS (VOLUME 101 TO 200) SECTION 3.2.8  YEAR 2	1	EACH	\$ 1,073.00	
00044	COMMODITY CODE: 926-42-086293 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: BASE PRICE PER APPLICATION TIER 2 SITE SPECIFIC REVIEWS (VOLUME > 200) SECTION 3.2.8  YEAR 2	1	EACH	\$ 974.00	
00045	COMMODITY CODE: 926-42-086294 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: FEMA ADDENDUM SECTION 3.2.3 & 3.2.8  YEAR 2	1	EACH	\$ 559.00	
00046	COMMODITY CODE: 926-42-086295 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: REPORTING FUNCTIONS SECTIONS 3.2.13, 3.2.14 & 3.2.15  YEAR 2	1	EACH	\$ 759.00	
00047	COMMODITY CODE: 926-42-086296 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: ENVIRONMENTAL IMPACT STATEMENT FEE SECTION 3.2.2  YEAR 2	1	EACH	\$ 455,416.00	
00048	COMMODITY CODE: 926-42-086297 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: PRINCIPAL - HOURLY RATE  YEAR 2	1	HOUR	\$ 194.87	
00049	COMMODITY CODE: 926-42-086298 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION:	1	HOUR	\$ 157.48	

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00050	PROGRAM DIRECTOR - HOURLY RATE YEAR 2 COMMODITY CODE: 926-42-086299 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION: TASK MANAGER - HOURLY RATE YEAR 2	1	HOUR	\$ 125.59	
00051	COMMODITY CODE: 926-42-086300 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION: FIELD MANAGER - HOURLY RATE YEAR 2	1	HOUR	\$ 111.61	
00052	COMMODITY CODE: 926-42-086301 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION: FIELD PROFESSIONAL - HOURLY RATE YEAR 2	1	HOUR	\$ 79.08	
00053	COMMODITY CODE: 926-42-086302 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION: PRINCIPAL/SENIOR ENVH SCIENTIST/ENGINEER ARCHITECT - HOURLY RATE YEAR 2	1	HOUR	\$ 150.42	
00054	COMMODITY CODE: 926-42-086303 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION: PRINCIPAL/SR. BIOLOGIST - HOURLY RATE YEAR 2	1	HOUR	\$ 146.77	
00055	COMMODITY CODE: 926-42-086304 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION: PRINCIPAL/SENIOR HISTORIC PRESERVATION SPECIALIST - HOURLY RATE YEAR 2	1	HOUR	\$ 146.77	
00056	COMMODITY CODE: 926-42-086305 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION: SENIOR HYDROGEOLOGIST - HOURLY RATE YEAR 2	1	HOUR	\$ 131.17	
00057	COMMODITY CODE: 926-42-086306 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION: JUNIOR HYDROGEOLOGIST - HOURLY RATE YEAR 2	1	HOUR	\$ 70.78	
00058	COMMODITY CODE: 926-42-086307 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION:	1	HOUR	\$ 62.89	



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00059	FIELD ASSOCIATE - HOURLY RATE YEAR 2 COMMODITY CODE: 926-42-086308 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: FIELD OBSERVER - HOURLY RATE YEAR 2	1	HOUR	\$ 56.79	
00060	COMMODITY CODE: 926-42-086309 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: STAFF ENVIRONMENTAL SCIENTIST/ENGINEER/ ARCHITECT - HOURLY RATE YEAR 2	1	HOUR	\$ 114.07	
00061	COMMODITY CODE: 926-42-086310 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: HYDROGEOLOGIST - HOURLY RATE YEAR 2	1	HOUR	\$ 88.99	
00062	COMMODITY CODE: 926-42-086311 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: SENIOR TECHNICIAN - HOURLY RATE YEAR 2	1	HOUR	\$ 61.37	
00063	COMMODITY CODE: 926-42-086312 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: JUNIOR TECHNICIAN - HOURLY RATE YEAR 2	1	HOUR	\$ 50.01	
00064	COMMODITY CODE: 926-42-086313 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: SENIOR GIS SPECIALIST - HOURLY RATE YEAR 2	1	HOUR	\$ 119.12	
00065	COMMODITY CODE: 926-42-086314 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: JUNIOR GIS SPECIALIST - HOURLY RATE YEAR 2	1	HOUR	\$ 72.24	
00066	COMMODITY CODE: 926-42-086315 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: ADMINISTRATION SUPPORT/DATA ENTRY - HOURLY RATE. YEAR 2	1	HOUR	\$ 64.12	
00067	COMMODITY CODE: 926-42-086318 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION:	1	EACH	\$ 237.00	

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00068	BASE PRICE PER APPLICATION FOR EXEMPT (VOLUME >200) AS PER SECTION 3.2.2 YEAR 3 COMMODITY CODE: 926-42-086319 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION: BASE PRICE FOR APPLICATION (FIXED FEE) FOR CATEGORICALLY EXCLUDED SUBJECT TO 58.5 (VOLUME 1 TO 100) SECTION 3.2.4 ) YEAR 3	1	EACH	\$ 885.00	
00069	COMMODITY CODE: 926-42-086320 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION: BASE PRICE FOR APPLICATION (FIXED FEE) FOR CATEGORICALLY EXCLUDED SUBJECT TO 58.5 (VOLUME 101 TO 200) SECTION 3.2.4 YEAR 3	1	EACH	\$ 774.00	
00070	COMMODITY CODE: 926-42-086321 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION: BASE PRICE FOR APPLICATION (FIXED FEE) FOR CATEGORICALLY EXCLUDED SUBJECT TO 58.5 (VOLUME > 200) SECTION 3.2.4 YEAR 3	1	EACH	\$ 741.00	
00071	COMMODITY CODE: 926-42-086322 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION: BASE PRICE FOR APPLICATION (FIXED FEE) FOR NON-TIERED ENVIRONMENTAL ASSESMENTS (VOLUME 1 TO 100)SECTION 3.2.2 YEAR 3	1	EACH	\$ 7,270.00	
00072	COMMODITY CODE: 926-42-086323 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION: BASE PRICE FOR APPLICATION (FIXED FEE) FOR NON-TIERED ENVIRONMENTAL ASSESMENTS (VOLUME 101 TO 200) SECTION 3.2.2 YEAR 3	1	EACH	\$ 6,240.00	
00073	COMMODITY CODE: 926-42-086324 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION: BASE PRICE FOR APPLICATION (FIXED FEE) FOR NON-TIERED ENVIRONMENTAL ASSESMENTS (VOLUME > 200) SECTION 3.2.2 YEAR 3	1	EACH	\$ 5,562.00	
00074	COMMODITY CODE: 926-42-086325 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION: BASE PRICE PER APPLICATION TIER 2 SITE SPECIFIC REVIEWS (VOLUME 1 TO 100) SECTION 3.2.8 YEAR 3	1	EACH	\$ 1,222.00	

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00075	COMMODITY CODE: 926-42-086326 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: BASE PRICE PER APPLICATION TIER 2 SITE SPECIFIC REVIEWS (VOLUME 101 TO 200) SECTION 3.2.8  YEAR 3	1	EACH	\$ 1,105.00	
00076	COMMODITY CODE: 926-42-086327 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: BASE PRICE PER APPLICATION TIER 2 SITE SPECIFIC REVIEWS (VOLUME > 200) SECTION 3.2.8  YEAR 3	1	EACH	\$ 1,004.00	
00077	COMMODITY CODE: 926-42-086328 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: FEMA ADDENDUM SECTION 3.2.3 & 3.2.8  YEAR 3	1	EACH	\$ 576.00	
00078	COMMODITY CODE: 926-42-086329 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: REPORTING FUNCTIONS SECTIONS 3.2.13, 3.2.14 & 3.2.15  YEAR 3	1	EACH	\$ 782.00	
00079	COMMODITY CODE: 926-42-086330 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: ENVIRONMENTAL IMPACT STATEMENT FEE SECTION 3.2.2  YEAR 3	1	EACH	\$ 470,022.00	
00080	COMMODITY CODE: 926-42-086331 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: PRINCIPAL - HOURLY RATE  YEAR 3	1	HOUR	\$ 200.72	
00081	COMMODITY CODE: 926-42-086332 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: PROGRAM DIRECTOR - HOURLY RATE  YEAR 3	1	HOUR	\$ 162.20	
00082	COMMODITY CODE: 926-42-086333 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: TASK MANAGER - HOURLY RATE  YEAR 3	1	HOUR	\$ 129.36	
00083	COMMODITY CODE: 926-42-086334 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION:	1	HOUR	\$ 114.96	

**PRICE SHEET**

**GSA CONTRACT**

PROCUREMENT BUREAU  
 PURCHASE BUREAU  
 STATE OF NEW JERSEY  
 33 WEST STATE ST 9TH FL  
 PO BOX 230  
 TRENTON NJ 08625-0230

NUMBER : A84676  
 T-NUMBER : G1010

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CONTRACTOR: URS GROUP INC

LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00084	FIELD MANAGER - HOURLY RATE YEAR 3 COMMODITY CODE: 926-42-086335 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION: FIELD PROFESSIONAL - HOURLY RATE YEAR 3	1	HOUR	\$ 81.45	
00085	COMMODITY CODE: 926-42-086336 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION: PRINCIPAL/SENIOR ENVH SCIENTIST/ENGINEER ARCHITECT - HOURLY RATE YEAR 3	1	HOUR	\$ 154.93	
00086	COMMODITY CODE: 926-42-086337 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION: PRINCIPAL/SR. BIOLOGIST - HOURLY RATE YEAR 3	1	HOUR	\$ 151.17	
00087	COMMODITY CODE: 926-42-086338 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION: PRINCIPAL/SENIOR HISTORIC PRESERVATION SPECIALIST - HOURLY RATE YEAR 3	1	HOUR	\$ 151.17	
00088	COMMODITY CODE: 926-42-086339 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION: SENIOR HYDROGEOLOGIST - HOURLY RATE YEAR 3	1	HOUR	\$ 120.74	
00089	COMMODITY CODE: 926-42-086340 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION: JUNIOR HYDROGEOLOGIST - HOURLY RATE YEAR 3	1	HOUR	\$ 72.91	
00090	COMMODITY CODE: 926-42-086341 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION: FIELD ASSOCIATE - HOURLY RATE YEAR 3	1	HOUR	\$ 64.77	
00091	COMMODITY CODE: 926-42-086342 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION: FIELD OBSERVER - HOURLY RATE YEAR 3	1	HOUR	\$ 58.49	
00092	COMMODITY CODE: 926-42-086343 [ENVIRONMENTAL AND ECOLOGICAL SERVICES] ITEM DESCRIPTION:	1	HOUR	\$ 117.49	

<b>PRICE SHEET</b>		<b>GSA CONTRACT</b>	
PROCUREMENT BUREAU PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 9TH FL PO BOX 230 TRENTON NJ 08625-0230		NUMBER : A84676 T-NUMBER : G1010  CONTRACTOR: URS GROUP INC	PAGE  13

LINE NO.	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE OR PERCENT DISCOUNTS	EXTENDED AMT IF APPLICABLE
00093	STAFF ENVIRONMENTAL SCIENTIST/ENGINEER/ ARCHITECT - HOURLY RATE  YEAR 3  COMMODITY CODE: 926-42-086344 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: HYDROGEOLOGIST - HOURLY RATE  YEAR 3	1	HOUR	\$ 91.66	
00094	COMMODITY CODE: 926-42-086345 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: SENIOR TECHNICIAN - HOURLY RATE  YEAR 3	1	HOUR	\$ 63.21	
00095	COMMODITY CODE: 926-42-086346 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: JUNIOR TECHNICIAN - HOURLY RATE  YEAR 3	1	HOUR	\$ 51.51	
00096	COMMODITY CODE: 926-42-086347 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: SENIOR GIS SPECIALIST - HOURLY RATE  YEAR 3	1	HOUR	\$ 122.69	
00097	COMMODITY CODE: 926-42-086348 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: JUNIOR GIS SPECIALIST - HOURLY RATE  YEAR 3	1	HOUR	\$ 74.41	
00098	COMMODITY CODE: 926-42-086349 [ENVIRONMENTAL AND ECOLOGICAL SERVICES]  ITEM DESCRIPTION: ADMINISTRATION SUPPORT/DATA ENTRY - HOURLY RATE.  YEAR 3	1	HOUR	\$ 66.05	

## State of New Jersey Standard Terms and Conditions

- d. 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;
- e. 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 solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
- f. fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- g. engage in any exchange of contributions to circumvent the intent of the Legislation; or
- h. directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

**2.7 POLITICAL CONTRIBUTION DISCLOSURE** – The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one or more contracts valued at \$50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888) 313-3532 or on the internet at <http://www.elec.state.nj.us/>.

**2.8 STANDARDS PROHIBITING CONFLICTS OF INTEREST** - The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraphs 2.8a through 2.8e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order No. 189.

**2.9 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE** - Pursuant to L 1995, c. 159, effective January 1, 1996, 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 or services 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

# State of New Jersey

## Standard Terms and Conditions

off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. 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 under this act.

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

- 2.10 COMPLIANCE - LAWS** - The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 2.11 COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of [this proposal] shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 3. STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT**
- 3.1 COMPLIANCE - CODES** – The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.
- 3.2 PUBLIC WORKS CONTRACTOR REGISTRATION ACT** - The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.
- 3.3 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS** - N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:
- a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
  - b) 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;
  - c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

# State of New Jersey Standard Terms and Conditions

N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows;

1. 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.
  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.
  3. 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.
  4. 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.
- 3.4 **BUILDING SERVICE** – Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.
- 3.5 **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the statute.
- 3.6 **SERVICE PERFORMANCE WITHIN U.S.** – Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 5.7(b)(1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.

- 3.7 **BUY AMERICAN** – Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States and the contractor shall be required to so certify.

## 4. **INDEMNIFICATION AND INSURANCE**

- 4.1 **INDEMNIFICATION** - The contractor's liability to the State and its employees in third party suits shall be as follows:
- (a) Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.
  - (b) The contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions.
  - (c) In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.



# State of New Jersey Standard Terms and Conditions

- 4.2 INSURANCE** - The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A- VIII or better rating by A.M. Best & Company. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof, and the certificates shall reflect that the insurance policies shall not be canceled for any reason except after sixty (60) days written notice to the State. Certificates of renewals shall be provided within thirty (30) days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, PO Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancellation shall be emailed to the State at:

ccau.certificate@treas.state.nj.us

The insurance to be provided by the contractor shall be as follows:

- a. Occurrence Form Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as "Additional Insureds" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.
- b. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit. The State must be named as an "Additional Insured" and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:
  - \$1,000,000 BODILY INJURY, EACH OCCURRENCE
  - \$1,000,000 DISEASE EACH EMPLOYEE
  - \$1,000,000 DISEASE AGGREGATE LIMIT
- d. This \$1 million amount may have been raised by the RFP when deemed necessary by the Director.
- e. In the case of a contract entered into pursuant to N.J.S.A. 52:32-17, et.seq., (small business set asides) the minimum amount of insurance coverage in subsections a., b., and c. above may have been lowered in the RFP for certain commodities when deemed in the best interests of the State by the Director.

## **5. TERMS GOVERNING ALL CONTRACTS**

- 5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR** – The contractor's status shall be that of any independent contractor and not as an employee of the State.
- 5.2 CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the RFP form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of the RFP or any contract entered into as a result of the RFP.
- 5.3 CONTRACT TERM AND EXTENSION OPTION** - If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least thirty (30) days prior to the expiration date of the existing contract. The contractor shall have fifteen (15) calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions including pricing of the original contract shall apply unless more favorable terms for the State have been negotiated.
- 5.4 STATE'S OPTION TO REDUCE SCOPE OF WORK** – The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the

# State of New Jersey Standard Terms and Conditions

Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

- (a) If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price.
- (b) If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

**5.5 CHANGE IN LAW** – Whenever a change in applicable law or regulation affects the scope of work, the Director shall provide written notice to the contractor of the change and the Director's determination as to the corresponding adjusted change in the scope of work and corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

- (a) If the contractor does not agree with the adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the adjusted contract price. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price.
- (b) If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

**5.6 SUSPENSION OF WORK** - The State may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that Director may require related to the equitable adjustment.

**5.7 TERMINATION OF CONTRACT**

- a. For Convenience  
Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than thirty (30) days written notice to the contractor.
- b. For Cause
  1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days notice to the contractor with an opportunity to respond.
  2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days notice to the contractor with an opportunity to respond.
- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
- d. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

# State of New Jersey Standard Terms and Conditions

## 5.8 **SUBCONTRACTING OR ASSIGNMENT** –

- a. **Subcontracting**: The contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such consent, if granted in part, shall not relieve the contractor of any of his responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.
- b. **Assignment**: The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

## 5.9 **NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE** - Nothing contained in any of the contract documents, including the RFP and vendor's bid or proposal shall be construed as creating any contractual relationship between any subcontractor and the State.

## 5.10 **MERGERS, ACQUISITIONS** - If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than thirty (30) days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within thirty (30) days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Director.

## 5.11 **PERFORMANCE GUARANTEE OF CONTRACTOR** - The contractor hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

## 5.12 **DELIVERY REQUIREMENTS** -

- a. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract.
- b. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.
- c. Items delivered must be strictly in accordance with the contract.
- d. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

# State of New Jersey

## Standard Terms and Conditions

- 5.13 **APPLICABLE LAW AND JURISDICTION** - This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.
- 5.14. **CONTRACT AMENDMENT** – Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.
- 5.15 **MAINTENANCE OF RECORDS** - The contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless otherwise specified in the RFP. Such records shall be made available to the State, including the Comptroller, for audit and review.
- 5.16 **ASSIGNMENT OF ANTITRUST CLAIM(S)** - The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor:

- a. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder.
- b. It shall advise the Attorney General of New Jersey:
  1. in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action;
  2. immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- c. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey.
- d. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

## 6. **TERMS RELATING TO PRICE AND PAYMENT**

- 6.1 **PRICE FLUCTUATION DURING CONTRACT** - Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

- 6.2 **TAX CHARGES** - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

## 6.3 **PAYMENT TO VENDORS** -

- a. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by

## State of New Jersey Standard Terms and Conditions


- the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.
- b. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the original Bill of Lading, express receipt and other related papers must be sent to the State Contract Manager or using agency on the date of each delivery. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized.
  - c. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at [www.nj.gov/treasury/purchase/forms/Vendor\\_Timesheet.xls](http://www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls).
  - d. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Chief of Operations, Division of Revenue, P.O. Box 628, Trenton, NJ 08646.

**6.4 OPTIONAL PAYMENT METHOD: P-CARD** - The State offers contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) days. A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

**6.5 NEW JERSEY PROMPT PAYMENT ACT** - The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest shall not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

**6.6 AVAILABILITY OF FUNDS** – The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenues.

I Hereby accept the terms and conditions of this agreement Name: Michael Richardson Signature:  Title: Vice president Company: URS Group Inc Date: June 27, 2013
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**N.J.S.A. 5 : 4- . CERTIFICATION**  
**SOURCE DISCLOSURE CERTIFICATION FORM**

Contractor: URS Group Inc

Order Number: RFQ787923S

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Contractor.

The Contractor submits this Certification in response to the referenced contract issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the Division), in accordance with the requirements of N.J.S.A. 52:3 - 3.2.

Instructions:

**L C S**  
 If any of the services cannot be performed within the United States, the Contractor shall state, with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

<b>L</b> Contractor and or Subcontractor	<b>P</b> Description of Services	<b>L</b> <b>COUNTRY</b>	<b>S</b> Reasons why services cannot be performed in <b>USA</b>
URS Group Inc	Prime Contractor	USA	

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Contractor to the Director, Division of Purchase and Property (the Director).

The Director shall determine whether sufficient justification has been provided by the Contractor to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

I understand that, after award of a contract to the Contractor, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section 3.5b. of the Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Contractor in order to induce the Division to accept a bid proposal, with knowledge that the Division is relying upon the truth of the statements contained herein.

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.

Contractor: URS Group Inc

Name of Organization or Entity

Signature: 

Title: Vice President

Print Name: Michael Richardson

Date: June 27, 2013