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NEWLINES LAND CONSULTANTS
STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DISASTER RECOVERY & MITIGATION
AGENCY REQUEST FOR QUOTE (RFQ)
FOR IDA DESIGN AND ENGINEERING
SERVICES

ISSUED SEPTEMBER 2023

REVISED PER ADDENDUM NO. 01

ISSUED NOVEMBER 16, 2023

EMAIL: DRM.Solicitations@dca.nj.gov

DUE DATE: 2:00 P.M., DECEMBER 8, 2023

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OVERVIEW

Newlines has reviewed the State of New Jersey, Department of Community Affairs, Disaster Recovery and Mitigation, Request for Quote FOR IDA Design and Engineering Services, dated September, 2023.

The New Jersey Department of Community Affairs is soliciting Quotes from qualified Architectural/Engineering Design firms with demonstrated experience providing design services related to the mitigation/elevation/new construction of storm-impacted residential properties. The contract will be awarded for long-term recovery of 350 to 400 homes impacted by Hurricane Ida, and will be funded by grants from the U.S. Department of Housing and Urban Development (HUD) and Federal Emergency Management Agency (FEMA).

The RFP requests that the Design-Build firms prepare a complete price/rate proposal on the forms provided in the RFQ. This form is entitled "IDA DESIGN AND ENGINEERING SERVICES Rate Schedule" and requests all-inclusive, "loaded" hourly rates for the various Personnel Types/Disciplines that may be required during the term of the contract, to include all direct costs, overhead costs, fringe benefits, supplies, equipment, administrative costs, insurance, in-State travel, means and lodging, professional fees and profit. This information is contained in **EXHIBIT B**.

No work will be performed except as authorized by a Work Order in accordance with the Contractor's contract. Mobilization will occur within 10-15 days of Notice to proceed. Within 5 days, a Kickoff Meeting will be Scheduled. The Contractor shall furnish to the State, when and if ordered, the services and general conditions for items specified, up to and including the maximum amount. The Contractor's hourly personnel rates shall be used for pricing the level of effort in each work order. All work order proposals shall be submitted to the State Contracting Office for approval.

The following is Newlines Land Consultants's response to the specific items in the (RFQ).

4.9.1 Management Overview

4.9.2 Contract Management

Newlines Land Consultants' approach to meet the requirements in this RFQ, will include five phases. Each phase will include meetings with the DCA to discuss work progress, as well as emails with the relevant updates and communications.

Phase 1, the Investigative Phase, will commence within five business days following contract award. We will begin with a kickoff meeting, either virtually or in person, depending on contractor request. The meeting agenda will include discussion of the scope of work, contract schedule, and mobilization plan. We will also develop the communication and status reporting forms to be utilized, as well as any other topic relevant to the initiation of the contract. Within ten to fifteen business days following the notice to proceed, Newlines will begin the investigative phase, during which we will:

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- a. Authorize our Survey Department to conduct boundary and topographic surveys of the properties.
- b. Authorize our Survey Department to create an elevation certificate, detailing the existing elevation in relation to the Flood Hazard Zone elevations.
- c. Authorize our Soils Departments to conduct a soil log of the property, and determine existing soils conditions and seasonal high-water tables (SHWT) for the foundation.
- d. Map the floor system, and evaluate the existing footing of the structures.
- e. Have an engineer review the zoning code for bulk requirements of setbacks and coverages.

Upon completion of the above tasks, Newlines will set up a meeting with the DCA, to review the findings of Phase 1.

Phase 2, the Design Phase, will begin the actual design of the raised homes. This phase includes:

- a. An engineer, together with a team of draftsmen, will prepare a plot plan in conformance with the new Flood Hazard Elevations determined during phase 1.
- b. Engineer will prepare a Proposed Elevations Certificate.
- c. The architect will prepare Structural plans for the raised structures.
- d. The architect will prepare a Cribbing plan for construction.

Upon completion of the above tasks, Newlines will set up a meeting with the homeowner and the DCA, where the DCA will review the plans, and we will discuss the proposed design.

During **Phase 3, the Construction Permitting Phase**, the project manager will complete and submit local building permit applications for the following permits:

- a. Structure
- b. Electric
- c. Plumbing
- d. Grading plan
- e. Soil Disturbance- *if it includes more than 5000 square feet of soil disturbance

The project manager will also coordinate with the utility department to set up for utility disconnect for construction, including sewer, water, gas and electric.

Upon completion of this permitting phase, Newlines will meet with the DCA, to discuss the review comments.

Phase 4, the Construction Administrative Phase, is the most time consuming, and most complex of the phases. The phase will begin with a kickoff meeting with Newlines, the homeowner, and the DCA. At this meeting, we will discuss the construction timeframe, and any other items relevant to construction.

Newlines will then,

- a. Coordinate with the contractor on utility disconnects.
- b. Coordinate construction administration with the contractor
- c. Coordinate change-orders as necessary
- d. Coordinate punch list preparation

Because this phase will take place over a span of a few months, Newlines will hold bi-weekly meetings with the DCA and contractor, to discuss and monitor progress.

When all the components of this phase are completed, the final phase will begin;

Phase 5 - the Closeout Phase.

This phase will begin with a meeting together with the DCA, to review the punch list and closeout items. Newlines will then:

- a. Prepare an as-built survey
- b. Prepare a final elevation certificate
- c. Coordinate final building permits for CO

Newlines will also coordinate with the contractor to complete all the punch list items.

Throughout this process, Newlines will be in constant communication with the DCA through emails and phone calls, informing of any updates or changes to the project.

See part 4.9.3 for a complete estimated timeline for the above phases.

4.9.3. Contract Scheduling

Phase	Estimated timeframe
Phase 1	30 days
Phase 2	30 days
Phase 3	45-60 days
Phase 4	6-8 months
Phase 5	30 days
Total Estimated project timeframe:	13 months

Control Methodology

In the preliminary investigation phase, Newlines will perform surveys and soils testing to gather essential data. The outcomes of these tests will dictate the most suitable foundation type for the

project's requirements. The foundation options can include helical piles, utilizing the existing foundations, or a newly constructed concrete foundation. The approach employed for raising the homes will be tailored to the chosen foundation type. Consequently, the timelines mentioned above may vary based on the findings from phase 1.

Scheduling Rationale

The timeframes mentioned above are determined by estimating the completion of 1 to 50 homes concurrently. As indicated in section 4.9.4, Newlines possesses the necessary workforce to handle a workload exceeding this range. Nevertheless, it's important to bear in mind that tackling additional homes will extend the originally specified timeframes outlined earlier.

4.9.4 Mobilization Plan

During the five-day period following contract award, Newlines will designate a project manager and a lead engineer to supervise the project. Both the project manager and lead engineer will participate in the initial kickoff meeting, together with a member of Newlines' senior management.

Newlines boasts a substantial and skilled workforce. In the engineering department, there are nine teams, each comprising a lead senior engineer, a project manager, and a group of experienced draftsmen. The Survey department is equipped with six field crews, overseen by a four-person administrative team. Additionally, Newlines has a team of 10 Survey draftsmen and a fully equipped survey drone department. Newlines has an ample and capable workforce to effectively manage and execute the project.

Should the need arise, Newlines has additional personnel that can be internally recruited and reallocated to focus solely on this project.

With regard to equipment, Newlines possesses a sufficient inventory of supplies and materials. If there is a need for additional equipment, Newlines has the financial capability to acquire more as needed.

4.9.9 Experience with Contracts of Similar Size and Scope

The existing residences are stated as being in Flood Zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AP V1-V30, and VE, and are proposed to be raised three (3) feet above the base flood elevation (BFE) determined by FEMA. Disturbance within these areas will be subject to the jurisdiction of the NJ Flood Hazard Control Act Rules (N.J.A.C. 7:13-1.1 et seq) if they are located within a flood hazard area/floodway of a regulated water (N.J.A.C. 7:13-3); and the riparian zone of a regulated water (N.J.A.C. 7:13-4).

After Superstorm Sandy, our engineers were involved in raising over 2,000 homes in Ocean and Monmouth Counties. This work involved the following services:

1. Surveying: Boundary surveys, existing topography and elevation certificates

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2. Structural engineering: Mapping buildings, evaluating existing footings, cribbing plans and design plans for lifted foundations
3. Civil engineering: Plot plans for elevations and proposed elevation certificates
4. Project Management: Coordination of building permits and construction administration with the contractor
5. Closeout Punchlist, survey as-builts and final elevation certificate

TECHNICAL QUOTE - SCOPE OF WORK

STORM DAMAGE REPAIR & MITIGATION

Although the DRM Program will perform an initial Site Inspection (ISI) which it will provide to the Contractor, NEWLINES will perform their own investigation for the Outbound and Topographic Survey, which will document existing conditions on each site, and provide a base map for future plot plan drawings.

PHASE 1 – BUILDING REPLACEMENT/NEW CONSTRUCTION - DESIGN PHASE

1. **SURVEY AND TOPOGRAPHIC MAP:** NEWLINES will provide an Outbound and Topographic Survey for each property in accordance with the current minimum Standards as set forth by the New Jersey State Board for Professional Engineers and Land Surveyors. All topography will reference 1988 datum.

The following features will be depicted on the Topographic Survey:

- Flood Zone Classification (with proper annotation based on Federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.
 - Where structures are to be elevated, where FEMA Elevations exist, these Base Flood Elevations will be noted on the Survey.
 - Vertical relief with the source of information (e.g. ground survey or aerial map), datum, and originating benchmark identified.
 - For structures to be elevated, if no Base Flood Elevation exists, in these cases a Verification will be obtained from NJ Department of Environmental Protection to establish the elevation of the lowest floor of the structure. The Flood Hazard Area Control Act Rules require that the lowest floor of the structure be elevated three feet above the Base Flood Elevation
2. **GEOTECHNICAL INVESTIGATION:** NEWLINES will provide a Geotechnical Investigation and prepare a summary report of findings and recommendations for earthwork considerations. Specifically, the proposed investigation will include the following items:
- Drilling up to two borings per site to a depth of 25 feet below ground surface;
 - Collecting split-spoon samples in accordance with ASTM International standards for engineering classification and laboratory testing of representative soil samples;
 - Identifying pertinent physical and engineering characteristics of subsurface materials;

- Observing groundwater levels at test locations;
 - Providing recommendations for the types of foundations suitable for proposed structures;
 - Providing recommendations for floor slab design;
 - Providing lateral earth pressure parameters for below-grade wall design;
 - Providing recommendations for heavy duty and light duty pavement design and subgrade preparation per AASHTO Guidelines;
 - Providing recommendations concerning earthwork considerations during construction;
 - Discussing groundwater and bedrock levels (if encountered).
3. **EXISTING CONDITIONS REPORT:** This report is required prior to the commencement of any work. NEWLINES, with a DCA Project Manager and the homeowner, will prepare a report that examines the condition of all interior and exterior structural elements and finishes, along with photographs and videos, and all measurements required to document existing conditions, with attention to addressing building code compliance for a Certificate of Occupancy. Exposing the footing and reviewing the integrity will be conducted.
4. **RESIDENTIAL BUILDING DESIGN SERVICES - PLOT PLAN:** A Plot Plan will be created from the Survey and Topographic Map, showing property boundaries, nearby streets, north arrow, permanent improvements, utilities to be protected, fencing to be removed and relocated, existing vegetation, landscaping features, foundation details, location of flood vents, flood elevation height requirements, existing basements and crawl spaces and changes needed to original foundation, attached garages to be elevated, detached garages and sheds, or outbuildings, location of stairs, landings and existing decks.
5. **CRIBBING PLAN:** The Cribbing Plan, prepared by a Structural Engineer/architect, will provide details of cribbing to be used:
- Material to be used
 - Number of contact points between the crib and support surface
 - Ratio of cribbing
 - Cribbing best practices
6. **STRUCTURAL PLAN:** A Structural Plan will be created containing revised loading conditions and requirements of the elevation process. Details will be provided on this plan regarding engineered lumber, steel elements, and rating of fasteners suitable for material being joined. Subsurface investigations will examine the footing and foundation wall in the foundation location, when applicable.
7. **FLOOR PLAN AND ELEVATIONS:** Floor Plan drawings, prepared by a Structural Engineer/architect, will provide floor plans containing dimensions, measurements and locations of walls, doors,

windows, exterior stairs, etc. Elevations will contain details not found on the floor plan. Foundation plans will show details of foundation walls (width and depth), footings, support beams, columns and piers. Elevation projects will be designed to prevent flotation, collapse and lateral movement of the structure due to hydrodynamic and hydrostatic loads. An Engineer will certify that the design elevation will withstand the depth and velocity of 100-year flood events, increase in wind load, or any other relevant load factors. For elevation projects in a V Zone with piles, piers, posts or columns, the space below the lowest floor will be free of obstructions as required by the Flood Hazard Area rules (N.J.A.C. 7:13-1.1 et seq.).

8. **SOIL EROSION AND SEDIMENT CONTROL PLAN:** A plan will be approved by the local Soil Conservation District prior to and during construction. Any potentially adverse impacts which could result from drainage, erosion or sedimentation will be mitigated by installation of approved measures.
9. **DRYWELL DESIGN:** A dry well design will be needed to temporarily store stormwater runoff from roofs. The runoff will drain from the gutter into either a gravel filled pit or a pre-fabricated tank. Runoff slowly drains out of the dry well into the surrounding soil, thereby reducing the volume of stormwater runoff by allowing runoff to be infiltrated into the soil.
10. **FLOOD HAZARD AREA PERMITS:** For any projects located in flood hazard area limits, floodway limits, or riparian zone limits, permits as required by the Flood Hazard Area Control Act Rules (N.J.A.C. 7:13-1.1 et seq.) will be obtained from NJ Department of Environmental Protection.

PHASE 2 – CONSTRUCTION DOCUMENTS PHASE

1. CONSTRUCTION DOCUMENTATION FOR BUILDING PERMIT APPLICATION: NEWLINES

will initiate Construction Office contact for Building Permits and provide all application documents and drawings, etc., to obtain approval for the Contractor to proceed with elevation of the buildings.

2. FOUNDATION LOCATION/TOP-OF-BLOCK PLAN BY SURVEYOR: NEWLINES will survey the foundation location to verify that the foundation was constructed in the proper placement on the property as well as at the correct datum elevation prior to lowering the home onto the newly constructed foundation.

3. FEMA PRE-CONSTRUCTION CERTIFICATION: The community's permit file must have an official record that shows construction in Flood Hazard Areas are properly elevated. This elevation information is required to show compliance with the municipal floodplain management ordinance.

4. RENDERING OF ELEVATIONS: The rendering will be used to show exterior and interior elevations in a multi-dimensional model.

5. CONSTRUCTION PERMIT SUBMISSION: NEWLINES will complete applications to the Township for Building Permits and revised plans per Township Comments. This includes meetings with Program Manager to review submission.

6. DESIGN CHANGES PER CONSTRUCTION OFFICE REVIEW COMMENTS: NEWLINES will provide a price for updating the permit drawings during construction in response to requests by the building code official for updated plans resulting from change during construction.

7. CONSTRUCTION COST ESTIMATE: NEWLINES will prepare a Cost Estimate to raise the house, relocate mechanicals, and finishes:

- Disconnection of all utilities and relocation out of flood plain, if applicable
- Cost for an Elevation Contractor to mobilize and execute the elevation of the home up onto cribbing
- Demolition and construction of a new foundation or extension of the existing one (as recommended in the Design/Construction documents
- Resetting the home on the new or modified foundation
- Reconnection of all utilities

- Miscellaneous repairs to existing finishes normally associated with elevation of an existing structure
- Repair of site features, such as landscaping, paved areas, and lawn areas disturbed by the elevation of the existing structure

PHASE 3 – CONSTRUCTION ADMINISTRATION – CHANGE ORDER REVIEW

1. **CONSTRUCTION ADMINISTRATION:** NEWLINES will coordinate with the Contractor regarding any Change Orders that might arise.
2. **AS-BUILT SURVEY:** Each property will be provided with an As-Built Survey showing final location of construction improvements such as sewer pipes, building location and dimensions, freeboard (Per FEMA), underground utility locations, pavement, etc. This plan is important because it will contain details regarding conditions after construction and will identify ineligible elevation costs if they apply to the property.
3. **FEMA ELEVATION CERTIFICATE:** A Final Elevation Certificate will be completed for final construction conditions.
4. **PUNCH LIST ITEMS:** A Punch List will be prepared for contractor close-out of contracts.

EXHIBIT A
STATE FORMS



INFORMATION SHEET AND CHECKLIST FOR WAIVERS AND DELEGATED PURCHASING AUTHORITY (DPA) TRANSACTIONS

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

This checklist is only a guide to assist vendors in locating and compiling all required compliance forms for waivers and DPA transactions. Vendors are required to ensure that all compliance requirements have been met by doing the following:

- Completing the terms and categories tab in the **NJSTART** vendor profile;
- Uploading any forms that may be required to the attachments tab in the **NJSTART** vendor profile; or
- Completing and submitting to the forms to the agency.

	The information is available in NJSTART or the form has been submitted to the agency
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS - For All Waivers and DPAs	
WAIVERED CONTRACTS SUPPLEMENT TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS – For use with Waivers and DPAs as applicable	
OWNERSHIP DISCLOSURE FORM	
DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING VENDOR	
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM	
TWO-YEAR CHAPTER 51/EXECUTIVE ORDER 117 VENDOR CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS	
CHAPTER 271 VENDOR CERTIFICATION AND POLITICAL DISCLOSURE FORM	
MACBRIDE PRINCIPALS FORM	
PROOF OF BUSINESS REGISTRATION You may register your business HERE or obtain a copy of the Business Registration Certificate HERE .	
CERTIFICATE OF INSURANCE / ACORD	
SOURCE DISCLOSURE FORM - To be used only where the contract is primarily for services	
CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3.	
PROOF OF AFFIRMATIVE ACTION COMPLIANCE - Submit one of the following	
NEW JERSEY CERTIFICATE OF EMPLOYEE INFORMATION REPORT	
FEDERAL LETTER OF APPROVAL VERIFYING A FEDERALLY APPROVED OR SANCTIONED AFFIRMATIVE ACTION PROGRAM (Dated within one year of the submission)	
AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)	



**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**

(Revised January 11, 2022)

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

This Supplement to the State of New Jersey Standard Terms and Conditions ("Supplement") shall apply to all contracts or purchase agreements made with the State of New Jersey ("State") under N.J.S.A. 52:34-9 or -10 ("Waivered Contracts"). The terms in this Supplement are in addition to, or modify the State of New Jersey Standard Terms and Conditions (SSTCs) as applicable and noted below.

I. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL WAIVERED CONTRACTS

A. ORDER OF PRECEDENCE

The "Contract" shall consist of the following documents: (1) this Supplement; (2) the State of New Jersey Standard Terms and Conditions; (3) the agency's scope of work; and, (4) the Contractor's proposal including any attachments or documents incorporated by reference. In the event of a conflict in the terms and conditions among the documents comprising this Contract, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking as noted above.

B. NO ARBITRATION

Notwithstanding anything to the contrary in Contractor's Standard Form Agreement ("SFA") or Scope of Work ("SOW"), the State does not agree to binding arbitration.

C. NO AUTO-RENEWAL

Notwithstanding anything to the contrary in Contractor's SFA or SOW, the State does not agree to auto-renewal of any services, standard software maintenance, technical support or service fees.

II. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR WAIVERED CONTRACTS, AS APPLICABLE

A. STATE'S RIGHT TO INSPECT CONTRACTOR'S FACILITIES

The State reserves the right to inspect the contractor's establishment before making an award, for the purposes of ascertaining whether the contractor has the necessary facilities for performing the Contract. The State may also consult with clients of the contractor to assist the State in making a contract award that is most advantageous to the State.

B. STATE'S RIGHT TO REQUEST FURTHER INFORMATION

The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the contractor's financial capabilities to perform the Contract. Further, the Director reserves the right to request a contractor to explain, in detail, how the proposal price was determined.

C. DELIVERY TIME AND COSTS

Unless otherwise noted elsewhere in the scope of work, all delivery times are 30 calendar days after receipt of order (ARO) and prices for items in proposals shall be submitted Freight On Board (F.O.B.) Destination (30 calendar days ARO/F.O.B.). The contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's Using Agency or designated purchaser. Thirty calendar days ARO/F.O.B. does not cover "spotting" but does include delivery on the receiving platform of the Using Agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the contractor's convenience when a single shipment is ordered. The weights and measures of the State's Using Agency receiving the shipment shall govern.

D. COLLECT ON DELIVERY (C.O.D) TERMS

C.O.D. terms will not be accepted.

E. CASH DISCOUNTS

The contractor is encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts. Should the contractor choose to offer cash discounts the following shall apply:

1. Discount periods shall be calculated starting from the next business day after the Using Agency has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest; and
2. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

F. PERFORMANCE SECURITY

If performance security is required, such security must be submitted with the bid in the amount listed in the scope of work. N.J.A.C. 17:12-2.5. Acceptable forms of performance security are as follows:

1. A properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey,

2. A certified or cashier's check drawn to the order of "Treasurer, State of New Jersey," or
3. An irrevocable letter of credit issued by a federally insured financial institution and naming "Treasurer, State of New Jersey," as beneficiary.

The Performance Security must be submitted to the State within 30 days of the effective date of the Contract award and cover the period of the Contract and any extensions thereof. Failure to submit performance security may result in cancellation of the Contract for cause and nonpayment for work performed.

Although the performance bond is required for the full term of the Contract, the Director recognizes that the industry practice of sureties is to issue a one (1) year performance bond for goods and services contracts. Thus, the contractor is permitted to submit a one (1) year performance bond for the amount required under the Contract and, on each succeeding anniversary date of the Contract, provide a continuation or renewal certificate to evidence that the bond is in effect for the next year of the Contract. This procedure will remain in place for each year of the Contract thereafter until the termination of the Contract. Failure to provide such proof on the anniversary date of the Contract shall result in suspension of the Contract, and possibly, termination of the Contract.

For performance bonds based on a percentage of the total estimated Contract price. On each anniversary of the effective date of the Contract, the amount of the required performance bond, unless otherwise noted, is calculated by applying the established RFQ performance bond percentage to the outstanding balance of the estimated amount of the Contract price to be paid to the contractor.

In the event that the Contract price is increased by a Contract Amendment, the contractor may be required to provide, within 30 calendar days of the effective date of the Contract Amendment, performance bond coverage for the increase in Contract price. The required increase in the performance bond amount is calculated by applying the established bond percentage set forth above to the increase in Contract price. Failure to provide such proof to the Director of this required coverage may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

G. RETAINAGE

If retainage is required on the Contract as stated in the scope of work, the state and/or agency will retain the stated percentage or retainage from each invoice. Payment of retainage will be authorized after satisfactory completion and submission of all services, deliverables or work products by the contractor and acceptance by the agency of all services, deliverables or work products required by the Contract.

For ongoing contracts, the agency will retain the stated percentage of each invoice submitted. At the end of the three (3) month period after payment of each invoice, the agency will review the contractor's performance and if performance has been satisfactory, the agency will release the retainage for the preceding three (3) month period. Following the expiration of the Contract, retained fees will be released to the contractor after certification by the agency's project manager, if any, that all services have been satisfactorily performed.

H. AUDIT NOTICE AND DISPUTE RESOLUTION

To the extent the contractor's proposal or Standard Form Agreement permits the contractor to conduct periodic audits of the State's usage of the Contractor Intellectual Property provided thereunder, such provision is amended to include the following audit notice and dispute resolution process:

1. **AUDIT NOTICE** -- Notwithstanding anything to the contrary in the contractor's proposal or Standard Form Agreement, in the event that the contractor seeks to exercise a right in its proposal or Standard Form Agreement to audit the State's use of Contractor Intellectual Property, the contractor shall deliver simultaneous written notice, no less than thirty days in advance of the audit start date (unless the contractor's notice provides a longer notice period), to the: Agency requesting the waiver contract.
2. The notice shall reference the specific audit provision(s) in the contractor's proposal or Standard Form Agreement being exercised and include copies of same, specify the means by which the contractor will conduct the audit, and shall require the audit to be conducted in accordance with generally accepted standards in the field of such audits.
3. **AUDIT DISPUTE RESOLUTION** -- If the State, in good faith, provides the contractor with written notice of an alleged error in the amount of underpaid fees due the contractor as a result of an audit (the "dispute"), then the parties will endeavor to resolve the dispute in accordance with this paragraph. Each party will appoint a Vice President, Assistant Director, or the equivalent (hereinafter referred to as "Representative") to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., may begin until either such Representative concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. In addition, the parties shall refrain from exercising any termination right related to the dispute being considered under this paragraph and shall continue to perform their respective obligations under the Contract while they endeavor to resolve the dispute under this paragraph.
4. **STATE NOT LIABLE FOR AUDIT COSTS** -- Notwithstanding anything to the contrary in the contractor's proposal or Standard Form Agreement, the State will not reimburse the contractor for any costs related to an audit.
5. **NO AUDIT RIGHT CREATED** -- In the event that the contractor's proposal or Standard Form Agreement does not permit audits of the State's usage of Contractor Intellectual Property, Section 5.19 of this Supplement shall not be interpreted to provide such an audit right.

III. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES CONTRACTS

A. INSURANCE FOR PROFESSIONAL SERVICES CONTRACTS

Section 4.2 Insurance of the SSTC is supplemented with the following:

Professional Liability Insurance

The Contractor shall carry Errors and Omissions, Professional Liability Insurance, and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of this Contract. The insurance shall be in the amount of not less than \$1,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of this Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

B. LIMITATION OF LIABILITY FOR PROFESSIONAL SERVICES CONTRACTS

Section 4.0 Indemnification and Insurance of the SSTC is supplemented with the following:

4.3 LIMITATION OF LIABILITY

The Contractor's liability to the State for actual, direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to this Contract, for any and all claims, shall be limited in the aggregate to 200% of the total value of this Contract. This limitation of liability shall not apply to the following:

- A. The Contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage, or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the Contractor under this Contract caused by negligence or willful misconduct of the Contractor;
- B. The Contractor's breach of its obligations of confidentiality; and
- C. The Contractor's liability with respect to copyright indemnification.

The Contractor's indemnification obligation is not limited by but is in addition to the insurance obligations.

The Contractor shall not be liable for special, consequential, or incidental damages.

IV. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL INFORMATION TECHNOLOGY CONTRACTS

A. DEFINITIONS

The following definitions shall apply to information technology contracts:

1. The term "Acceptance" means the written confirmation by an Agency that the contractor has completed a Deliverable according to the specified requirements.
2. As defined by N.J.S.A. 56:8-161, the term "Breach of Security" means unauthorized access to electronic files, media, or data containing Personal Data that compromises the security, confidentiality, or integrity of Personal Data when access to the Personal Data has not been secured by encryption or by any other method or technology that renders the Personal Data unreadable or unusable. Good faith acquisition of Personal Data by an employee or agent of the Provider for a legitimate business purpose is not a Breach of Security, provided that the Personal Data is not used for a purposes unrelated to the business or subject to further unauthorized disclosure.
3. The term "Contractor Intellectual Property" means any intellectual property that is owned by the contractor and contained in or necessary for the use of the Deliverables or which the contractor makes available for the State to use as part of the work under the Contract. Contractor Intellectual Property includes COTS or Customized Software owned by the contractor, the contractor's technical documentation, and derivative works and compilations of any Contractor Intellectual Property.
4. The term Commercial Off the Shelf Software ("COTS") means Software provided by the contractor that is intended for general use.
5. The term "Custom Software" means Software and Work Product that is developed by the contractor at the request of the Agency to meet the specific requirements of the Agency and is intended for its use.
6. The term "Customized Software" means COTS that is adapted by the contractor to meet specific requirements of the Agency that differ from the standard requirements of the base product.
7. The term "Deliverable" means the goods, products, Services and Work Product that the contractor is required to deliver to the State under the Contract;
8. The term "End User" means the user of the Provider's solution.
9. The terms "goods" and "products" shall be deemed to include, without limitation, Software and Hardware.
10. The term "Hardware" shall be deemed to include computer equipment and any Software provided with the Hardware that is necessary for the Hardware to operate.
11. The term "Information Technology Contract" shall mean, notwithstanding any definition in New Jersey Statutes, a Contract for one or more of the following: Hardware, Software, Services, telecommunication goods and services, and all related goods.
12. The term "Mobile Device" means any device used by Provider that can move or transmit data, including but not limited to laptops, hard drives, and flash drives.
13. The term "Non-Public Data" means data, other than Personal Data, that is not subject to distribution to the public as public information. Non-Public Data is data that is identified by the State as non-public information or otherwise deemed to be sensitive and confidential by

the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

14. The term "Personal Data" means:
 - a. "Personal Information" as defined in N.J.S.A. 56:8-161, means an individual's first name or first initial and last name linked with any one or more of the following data elements: (1) Social Security number, (2) driver's license number or State identification card number or (3) account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account. Dissociated data that, if linked would constitute Personal Information is Personal Information if the means to link the dissociated were accessed in connection with access to the dissociated data. Personal Information shall not include publicly available information that is lawfully made available to the general public from federal, state or local government records, or widely distributed media.
 - b. data, either alone or in combination with other data, that includes information relating to an individual that identifies the person or entity by name, identifying number, mark or description that can be readily associated with a particular individual and which is not a public record, including but not limited to, Personally Identifiable Information (PII); government-issued identification numbers (e.g., Social Security, driver's license, passport); Protected Health Information (PHI) as that term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and defined below; and Education Records, as that term is defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.
15. The term "Personally Identifiable Information" or "PII," as defined by the U.S. Department of Commerce, National Institute of Standards and Technology, means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information,
16. The term "Protected Health Information" or "PHI," has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 means Individually Identifiable Health Information (as defined below) transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. The term "Individually Identifiable Health Information" has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and means information that is a subset of Protected Health Information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
17. The term "Recovery Time Objective" or "RTO," means the maximum tolerable length of time that the Provider's solution may be unavailable after a failure or disaster occurs.
18. The term "Security Incident" means the potential access by non-authorized person(s) to Personal Data or Non-Public Data that the Provider believes could reasonably result in the use, disclosure, or access or theft of State's unencrypted Personal Data or Non-Public Data within the possession or control of the Provider. A Security Incident may or may not turn into a Breach of Security.
19. The term "Service Level Agreement" or "SLA," means the document that is part of the Provider's SFA that typically includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
20. The terms "Services" shall be deemed to include, without limitation (i) Information Technology ("IT") professional services; (ii) Software and Hardware-related services, including without limitation, installation, configuration, and training and (iii) Software and Hardware maintenance and support and/or Software and Hardware technical support services.
21. The term "Software" means, without limitation, computer programs, source codes, routines, or subroutines supplied by the contractor, including operating software, programming aids, application programs, application programming interfaces and software products, and includes COTS, Customized Software and Custom Software, unless the context indicates otherwise.
22. The term "State Data" means all data and metadata created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Provider's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Provider. State Data includes Personal Data and Non-Public Data.
23. The term "State Intellectual Property" means any intellectual property that is owned by the State. State Intellectual Property includes any derivative works and compilations of any State Intellectual Property.
24. The term "Third Party Intellectual Property" means any intellectual property owned by parties other than the State or the contractor and contained in or necessary for the use of the Deliverables. Third Party Intellectual Property includes COTS owned by Third Parties, and derivative works and compilations of any Third Party Intellectual Property.
25. The term "Work Product" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, Software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by the

contractor or the contractor's subcontractors or a third party engaged by the contractor or its subcontractor pursuant to the Contract. Notwithstanding anything to the contrary in the preceding sentence, Work Product does not include State Intellectual Property, Contractor Intellectual Property or Third Party Intellectual Property.

B. INDEMNIFICATION FOR STANDARD TECHNOLOGY CONTRACTS

Section 4.1 Indemnification of the SSTC is deleted in its entirety and replaced with the following:

4.1 INDEMNIFICATION

The Contractor's liability to the State and its employees in third party suits shall be as follows:

- A. The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:
 - 1. For or on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under this Contract or the order; and
 - 2. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance ("Intellectual Property Rights") furnished or used in the performance of this Contract; and
 - 3. The Contractor's indemnification and liability under subsection (A) is not limited by, but is in addition to the insurance obligations.
- B. In the event of a claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may:
 - 1. procure for the State 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. in the event that the Contractor cannot do (1) or (2) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.
- C. The State will:
 - 1. promptly notify Contractor in writing of the claim or suit;
 - 2. give Contractor shall have control of the defense and settlement of any claim that is subject to Section 4.1(a); provided; however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at its expense.
- D. Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from:
 - 1. the State's unauthorized combination, operation, or use of a product supplied under this Contract with any product, device, or Software not supplied by Contractor;
 - 2. the State's unauthorized alteration or modification of any product supplied under this Contract;
 - 3. the Contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor reviews same and advises that such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one (1) or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or
 - 4. the State's failure to promptly implement a required update or modification to the product provided by Contractor after the Contractor has given written notice to the State of a need for such an update or modification.
- E. Contractor will be relieved of its responsibilities under Subsection 4.1(a)(i) and (ii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents.
- F. Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Subsection 4.1(a)(i) and (ii) which results in an unaffiliated third party claim. This is Contractor's exclusive remedy for these claims;
- G. This section states the entire obligation of Contractor and its suppliers, and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product; and
- H. Furthermore, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey or any Authorized Purchaser, nor purport to act as legal representative of the State of New Jersey or any Authorized Purchaser, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of the Division of Purchase and Property. The State of New Jersey may, at its election and expense, assume its own defense and settlement; and
- I. The State of New Jersey will not indemnify, defend, pay or reimburse for claims or take similar actions on behalf of the Contractor.

C. INSURANCE FOR STANDARD TECHNOLOGY CONTRACTS

Section 4.2 Insurance of the SSTC is supplemented with the following:

Professional Liability Insurance

The Contractor shall carry Errors and Omissions, Professional Liability Insurance, and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of this Contract. The insurance shall be in the amount of not less than \$1,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of this Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

D. LIMITATION OF LIABILITY FOR STANDARD TECHNOLOGY CONTRACTS

Section 4.0 Indemnification and Insurance of the SSTC is supplemented with the following:

4.3 LIMITATION OF LIABILITY

The Contractor's liability to the State for actual, direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to this Contract, for any and all claims, shall be limited in the aggregate to 200% of the total value of this Contract. This limitation of liability shall not apply to the following:

- A. The Contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage, or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the Contractor under this Contract caused by negligence or willful misconduct of the Contractor;
- B. The Contractor's breach of its obligations of confidentiality; and
- C. The Contractor's liability with respect to copyright indemnification.

The Contractor's indemnification obligation is not limited by but is in addition to the insurance obligations.

The Contractor shall not be liable for special, consequential, or incidental damages.

E. PERFORMANCE GUARANTEE OF THE CONTRACTOR

Section 5.11 Performance Guarantee of the Contractor of the SSTC is supplemented with the following:

1. COTS and Customized Software

- a. Unless the Contractor Standard Form Agreement provides greater coverage as determined by the State, in its sole discretion, the contractor warrants that COTS and Customized Software products licensed to the State shall operate in all material respects as described in the Solicitation and/or contractor technical documentation for ninety (90) days after Acceptance. The State shall notify the contractor of any COTS or Customized Software product deficiency within ninety (90) days after Acceptance. For a Contract requiring the delivery of COTS or Customized Software and Custom Software, a notice within one hundred eighty (180) days that describes a deficiency in functional terms without specifying whether the deficiency is with COTS, Customized Software or Custom Software shall be deemed a notice that triggers the warranty provisions in both Section 5.11(a) and 5.11(b) of this Supplement.
- b. Except for the portion of the contractor's COTS or Customized Software product that intentionally contains one or more of the following for the purpose of anti-virus protection, the contractor warrants that, at the time of delivery and installation of the COTS or Customized Software provided pursuant to the Contract, its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the COTS or Customized Software, collect unlawful personally identifiable information on users, or prevent the COTS or Customized Software from performing as required under the Contract.
- c. In the event of any breach of this warranty, the contractor shall correct the product errors that caused the breach of warranty, or if the contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its usage and recover the fees paid to the contractor for the license and any unused, prepaid, technical support fees paid. Under no circumstances does this warranty provision limit the contractor's obligation in the event of a breach of confidentiality.
- d. The contractor does not warrant that COTS or Customized Software is error-free or that it will operate uninterrupted.

2. Custom Software

- a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that Custom Software Deliverables shall operate in all material respects as described in the applicable specification documentation for one hundred and eighty (180) days after Acceptance. The State shall notify the contractor of any Custom Software deficiency within one hundred and eighty (180) days after Acceptance of the Custom Software Deliverable (the "Notice Period"). Where the contractor is providing multiple Custom Software Deliverables over the term of the Contract, the Notice Period shall begin to run after the Acceptance of the final Custom Software Deliverable under the Contract. At that time, the State may assert defect claims relating to any and all of the Custom Software Deliverables provided under the Contract; however, the State may also assert claims earlier, in its discretion, without waiving the Notice Period.
- b. For a Contract requiring the delivery of COTS or Customized Software and Custom Software, a notice within one hundred eighty (180) days that describes a deficiency in functional terms without specifying whether the deficiency is with COTS, Customized

Software or Custom Software shall be deemed a notice that triggers the warranty provisions in both Section 5.11(a) and 5.11(b) of this Supplement.

- c. The contractor warrants that, at the time of Acceptance of the Custom Software Deliverable provided pursuant to the Contract, its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Custom Software, collect unlawful personally identifiable information on users, or prevent the Custom Software from performing as required under the Contract. Under no circumstances does this warranty provision limit the contractor's obligation in the event of a breach of confidentiality.
 - d. In the event of any breach of this warranty, the contractor shall correct the Custom Software errors that caused the breach of warranty, or if the contractor cannot substantially correct such breach in a commercially reasonable manner, the State may recover a portion of the fees paid to the contractor for the Custom Software with the uncorrected defect or in the event that the Custom Software is still deemed, by the State in its sole discretion, to be usable by the State even with the uncorrected defect, the State may recover a portion of the fees paid to the contractor for the Custom Software (up to the total amount of such charges for such Custom Software) to reflect any reduction in the value of the Custom Software Deliverable as a result of the uncorrected defect. Under no circumstances does this warranty provision limit the contractor's obligations in the event of a breach of confidentiality.
 - e. The contractor does not warrant that Custom Software is error-free or that it will operate uninterrupted.
3. IT Services
 - a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that all Services will be provided in a professional manner consistent with industry standards. The State shall notify the contractor of any Services warranty deficiencies within ninety (90) days from performance of the deficient Services.
 - b. In the event of any breach of this warranty, the contractor shall re-perform the deficient Services, or if the contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the contractor for the deficient Services.
 4. Hardware
 - a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that 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. The contractor warrants that all equipment supplied to the State and operated by electrical current is UL listed where applicable.
 - c. The contractor warrants that all new machines are to be guaranteed as fully operational for one (1) year from time of Acceptance by the State. For the avoidance of doubt, Acceptance with respect to Hardware in this subsection (d) shall occur no later than sixty (60) days after delivery, as evidenced by a signed delivery receipt. The contractor shall render prompt service without charge, regardless of geographic location.
 - d. The contractor warrants that sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters.
 - e. The contractor warrants that 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. The contractor warrants that all Software included with the Hardware shall perform substantially in accordance with specifications, for one (1) year from the time of Acceptance. The contractor warrants that Software media will be free from material defects in materials and workmanship for a period of one (1) year from the date of Acceptance.
 - g. In the event of any breach of this warranty, the contractor shall promptly repair, replace or refund the purchase price of product rejected for failure to conform with the contractor's product specifications.
 5. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND THE CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

V. ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL INFORMATION TECHNOLOGY CONTRACTS WHICH INCLUDE SOFTWARE AS A SERVICE (SAAS)/CLOUD SOLUTION

A. ADDITIONAL TERMS FOR A CONTRACTOR'S DATA PROTECTION OBLIGATIONS

1. Data Ownership: The State will own all right, title and interest in its State Data that is related to the services provided by this contract. The Provider shall not use or access State user accounts or State Data, except (i) in the course of data center operations, (ii) in response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at the State's written request.

Provider shall not collect, access, or use State Data except as strictly necessary to provide its solution to the State. No information regarding the State's use of the solution may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this contract.

2. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the Provider to ensure that there is no inappropriate or unauthorized use of State Data at any time. To this end, the Provider shall safeguard the confidentiality, integrity, and availability of State Data and comply with the following conditions:

- a. The Provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized good industry practice and not less stringent than the measures the Provider applies to its own Personal Data and Non-Public Data of similar kind.
 - b. All Personal Data shall be encrypted at rest and in transit with controlled access. Provider is responsible for encryption of the Personal Data. The level of protection and encryption for all Personal Data shall be identified and made a part of this contract.
 - c. Provider shall encrypt all Non-Public Data at rest and in transit. The level of protection and encryption for all Non-Public Data shall be identified and made a part of this contract.
 - d. Personal Data shall not be stored on Mobile Devices. Where Mobile Devices are required for Provider to accomplish the work, the Provider shall ensure the Mobile Device is hard drive encrypted consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data.
 - e. At no time shall any data or processes, which either belongs to or are intended for the use of State or its officers, agents, or employees, be copied, disclosed, or retained by the Provider or any party related to the Provider for subsequent use in any capacity that does not include the State.
3. Data Location: Provider shall provide its services to State and its End Users solely from data centers in the U.S. Storage of State Data at rest shall be located solely in data centers in the U.S. Provider shall not allow its personnel or contractors to store State Data on Mobile Devices, including personal computers, except for devices that are used and kept within the physical structure of its U.S. data centers. Provider shall permit its personnel and contractors to access State Data remotely only as required to provide technical support or upon prior notice and approval. The Provider may provide technical user support on a seven-day by 24-hour basis, unless otherwise prohibited in this contract.
4. Security Incident and Breach of Security Responsibilities.
- a. Security Incident Reporting Requirements: Once Provider reasonably determines that a Security Incident occurred, the Provider shall report a Security Incident to the appropriate State identified contact within 24 hours by the agreed upon method as defined in the contract. Provider will provide the State regular updates and all available relevant information including a description of the incident and those measures taken by Provider in response to the Security Incident.
 - b. Breach of Security Reporting Requirements: If the Provider confirms or reasonably believes that there has been a Breach of Security, the Provider shall (1) immediately notify the appropriate State identified contact by the agreed upon method within 24 hours, unless a shorter time is required by applicable law, (2) take commercially reasonable measures to address and investigate the Breach of Security in a timely manner and (3) cooperate with the State as reasonably requested by the State and/or law enforcement to investigate and resolve the Breach of Security. Provider will provide the State regular updates and all available information to assist the State with notification to law enforcement and third parties as required by applicable law, including a description of the Breach of Security and those measures taken by Provider in response to the Breach of Security.
 - c. Incident Response: When commercially reasonable to do so, Provider may communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries (subject to preapproval by the State if Provider specifically identifies the State or State Data), and seeking external expertise as mutually agreed at the time, defined by law, or contained in the SLA. Discussing Security Incidents with the State should be handled on an urgent as needed basis, as part of Provider communication and mitigation processes as mutually agreed at the time, defined by law, or contained in the SLA.
 - d. Following a Security Incident or Breach of Security, Provider shall promptly implement necessary remedial measures, if necessary, and document responsive actions taken related to the Security Incident or Breach of Security, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
5. Termination and Suspension of Service:
- a. In the event of termination of the contract, the Provider shall implement an orderly return of State Data in a mutually agreeable format and the subsequent secure disposal of State Data remaining in Provider's possession.
 - b. Suspension of services: During any period of suspension, the Provider shall not take any action to intentionally erase any State Data.
 - c. Unless otherwise stipulated, in the event of termination of any services, SLA, or this contract in its entirety, the Provider shall not take any action to intentionally erase any State Data for a period of:
 - 1) 10 business days after the effective date of termination, if the termination is in accordance with the expiration of the defined contract term;
 - 2) 30 business days after the effective date of termination, if the termination is for convenience; or
 - 3) 60 business days after the effective date of termination, if the termination is for cause.

After such period, the Provider shall have no obligation to maintain or provide any State Data and shall thereafter, unless legally prohibited, delete all State Data in its systems or otherwise in its possession or under its control in accordance with subsection (e) below.

- d. Post-Termination Assistance: The State shall be entitled to any post-termination assistance with respect to the services unless a unique data retrieval arrangement has been established as part of the contract.
- e. Secure Data Disposal: When requested by the State, the provider shall destroy all requested data in all of its forms, including but not limited to: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be

recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the State.

6. **Background Checks:** The Provider shall conduct criminal background checks and not utilize any staff, including sub-contractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Provider shall promote and maintain an awareness of the importance of securing the State's Data among the Provider's employees and agents.
7. **Access to security logs and other reports:** The Provider shall provide logs and reports to the State in a format as specified in the contract and agreed to by both the Provider and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State Data related to this contract, including but not limited to data, file management, transactions, or tools used to provide, manage, secure, or analyze the State's Data. The Provider shall maintain the reports and logs for the contract term and for two (2) years after the conclusion of the term, and shall provide them to the State in the course of a State audit or upon written request from the State.
8. **Service Level Audit:** The Provider shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion, at the State's expense.
9. **Data Center Audit:** The Provider shall have an independent third party audit of its data center(s) performed at least annually at their own expense, and provide the audit report to the State upon request.
10. **Change Control and Advance Notice:** The Provider shall give advance notice to the State of any upgrades (e.g. major upgrades, minor upgrades, system changes) that may impact service availability and performance. Said notice shall be provided at least thirty days in advance of the upgrade, unless otherwise agreed in the SLA.
11. **Security:** The Provider shall disclose its non-proprietary security processes and technical limitations to the State by completing the State's Security Controls Checklist or equivalent system security document, available upon request from the Office of Information Technology, as updated from time to time, such that adequate protection and flexibility can be attained between the State and the Provider.
12. **Non-disclosure and Separation of Duties:** The Provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State Data to that which is absolutely needed to perform job duties.
13. **Import and Export of Data:** The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Provider. This includes the ability for the State to import or export data to/from other Providers.
14. **Responsibilities and Uptime Guarantee:** The Provider shall be responsible for the acquisition and operation of all hardware, software, and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environment are the responsibilities of the Provider. The system shall be available 24 hours per day, 365 days per year (with agreed-upon maintenance downtime), and Provider shall provide service to the State as defined in the Service Level Agreement.
15. **Right to Remove Individuals:** The State shall have the right at any time to require that the Provider remove from interaction with the State any Provider representative who the State believes is detrimental to its working relationship with the Provider. The State will provide the Provider with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Provider shall immediately remove such individual. The Provider shall not assign the person to any aspect of the contract or future work orders without the State's consent.

Business Continuity and Disaster Recovery: The Provider shall provide a business continuity and disaster recovery plan upon request and ensure that the State's Recovery Time Objective (RTO) is met. The RTO shall be defined in the SLA.

B. INDEMNIFICATION FOR SAAS

Section 4.1 Indemnification of the SSTC is deleted in its entirety and replaced with the following;

4.1 INDEMNIFICATION

- A. **CONTRACTOR RESPONSIBILITIES** - The Contractor's liability to the State and its employees in third party suits shall be as follows:
 1. The Contractor shall indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:
 - i. For or on account of the loss of life, tangible property (not including lost or damaged data) or injury or damage to the person, body or property (not including lost or damaged data) of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under this Contract; and

- ii. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance ("Intellectual Property Rights") furnished or used in the performance of the contract; and
 - iii. For or on account of a Breach of Security resulting from Contractor's breach of its obligation to encrypt Personal Data or otherwise prevent its release or misuse; and
 - iv. The Contractor's indemnification and liability under Section 4.1(A)(1) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of the State Standard Terms and Conditions.
2. In the event of a claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may: (1) procure for the State 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. The State will: (1) promptly notify Contractor in writing of the claim or suit; (2) Contractor shall have control of the defense and settlement of any claim that is subject to Section 4.1(A)(1); provided, however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at its expense. Furthermore, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey, nor purport to act as legal representative of the State of New Jersey, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of DPP. The State of New Jersey may, at its election and expense, assume its own defense and settlement.
 3. Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from: (1) the State's unauthorized combination, operation, or use of a product supplied under this contract with any product, device, or software not supplied by Contractor; (2) the State's unauthorized alteration or modification of any product supplied under this contract; (3) the Contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor shall review same and advise if such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or (4) the State's failure to promptly implement a required update, use a new version of the product, or to make a change or modification to the product if requested in writing by Contractor.
 4. Contractor will be relieved of its responsibilities under Subsection 4.1(A)(1)(i), (ii), and (iii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents.
 5. This section states the entire obligation of Contractor and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product.
 6. The provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in the Contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the State from taking any other actions available to it under any other provisions of the contract or otherwise at law or equity.
 7. The Contractor agrees that any approval by the State of the work performed and/or reports, plans or specifications provided by the Contractor shall not operate to limit the obligations of the Contractor assumed in the Contract.
 8. The State of New Jersey will not indemnify, defend or hold harmless the Contractor. The State will not pay or reimburse for claims absent compliance with Section 4.1(B) below and a determination by the State to pay the claim or a final order of a court of competent jurisdiction.
- B. STATE RESPONSIBILITIES - Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Section 4.1(A)(1)(i), (ii), and (iii) which results in an unaffiliated third party claim. This is Contractor's exclusive remedy for these claims.

B. INSURANCE FOR SAAS

Section 4.2 Insurance of the SSTC is supplemented with the following:

1. Professional Liability Insurance
The Contractor shall carry Errors and Omissions, Professional Liability Insurance, and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of this Contract. The insurance shall be in the amount of not less than \$1,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of this Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.
2. Cyber Breach Insurance
The Contractor shall carry Cyber Breach Insurance in sufficient to protect the Contractor from any liability arising out of its performance pursuant to the requirements of this Contract. The insurance shall be in an amount of not less than \$2,000,000 in such policy forms as shall be approved by the State. The insurance shall at a minimum cover the following: Data loss, ransomware and similar breaches to computers, servers and software; Protection against third-party claims; cost of notifying affected parties; cost of providing credit

monitoring to affected parties; forensics; cost of public relations consultants; regulatory compliance costs; costs to pursue indemnity rights; costs to Data Breach and Credit Monitoring Services analyze the insured's legal response obligations; costs of defending lawsuits; judgments and settlements; regulatory response costs; costs of responding to regulatory investigations; and costs of settling regulatory claims.

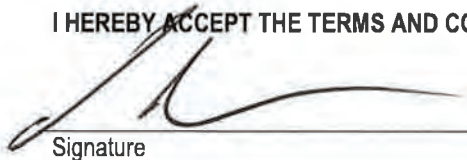
C. LIMITATION OF LIABILITY FOR SAAS

Section 4.0 Indemnification and Insurance of the SSTC is supplemented with the following:

4.3 LIMITATION OF LIABILITY

- A. The Contractor's liability for actual, direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to, the Contract for any and all third party claims, shall be limited in the aggregate to 200% of the fees paid by the State during the previous twelve months to Contractor for the products or services giving rise to such damages. Notwithstanding the preceding sentence, in no event shall the limit of liability be less than \$1,000,000. This limitation of liability shall not apply to the following:
- i. The Contractor's indemnification obligations as described in Section 4.1; and
 - ii. The Contractor's breach of its obligations of confidentiality described in this Bid Solicitation.
- A. Notwithstanding the foregoing exclusions, where a Breach of Security is a direct result of Contractor's breach of its contractual obligation to encrypt Personal Data pursuant to this Bid Solicitation or otherwise prevent its release as reasonably determined by the State, the Contractor shall bear the costs associated with (1) the investigation and resolution of the Breach of Security; (2) notifications to individuals, regulators, or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state or federal law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record, per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute for the public sector at the time of the Breach of Security; and (5) completing all corrective actions as reasonably determined by Contractor based on root cause of the Breach of Security.
- B. The Contractor shall not be liable for punitive, special, indirect, incidental, or consequential damages.

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT



Signature

11/17/2023

Date

Joshua Schmuckler, COO

Print Name and Title

Newlines Land Consultants

Print Name of Contractor



OWNERSHIP DISCLOSURE FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

VENDOR NAME: Newlines Land Consultants

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.
Please answer all questions and complete the information requested.

- | | YES | NO |
|--|-------------------------------------|-------------------------------------|
| 1. The vendor is a Non-Profit Entity ; and therefore, no disclosure is necessary. | ☐ | ☒ |
| 2. The vendor is a Sole Proprietor ; and therefore, no other disclosure is necessary.
A Sole Proprietor is a person who owns an unincorporated business by himself or her-self.
A limited liability company with a single member is not a Sole Proprietor. | ☐ | ☒ |
| 3. The vendor is a corporation, partnership, or limited liability company with individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest; and therefore, disclosure is necessary. | ☒ | ☐ |

If you answered YES to Question 3, you must disclose the information requested in the space below:*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
(b) all individual partners in the partnership who own a 10% or greater interest therein; or,
(c) all members in the limited liability company who own a 10% or greater interest therein.

NAME	<u>Newlines Land Consultants</u>		
ADDRESS	<u>315 Monmouth Ave., Suite 205</u>		
ADDRESS			
CITY	<u>Lakewood</u>	STATE	<u>NJ</u> ZIP <u>08701</u>

NAME			
ADDRESS			
ADDRESS			
CITY		STATE	ZIP

NAME			
ADDRESS			
ADDRESS			
CITY		STATE	ZIP

NAME			
ADDRESS			
ADDRESS			
CITY		STATE	ZIP

- | | YES | NO |
|---|-------------------------------------|--------------------------|
| 4. For each of the corporations, partnerships, or limited liability companies identified in response to Question #3 above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? | ☒ | ☐ |

If you answered YES to Question 4, you must disclose the information requested in the space below:*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
(b) all individual partners in the partnership who own a 10% or greater interest therein; or,
(c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.

NAME	<u>Glenn D. Lines</u>		
ADDRESS	<u>301 Florida Avenue</u>		
ADDRESS			
CITY	<u>Brick</u>	STATE	<u>NJ</u> ZIP <u>08723</u>

NAME	<u>Yehuda & Rene Ungar</u>		
ADDRESS	<u>36 Engleberg Terrace</u>		
ADDRESS			
CITY	<u>Lakewood</u>	STATE	<u>NJ</u> ZIP <u>08701</u>

NAME	<u>Ephraim & Leah Steinberg</u>		
ADDRESS	<u>14 Peachtree Court</u>		
ADDRESS			
CITY	<u>Lakewood</u>	STATE	<u>NJ</u> ZIP <u>08701</u>

NAME	<u>Joshua Schmuckler</u>		
ADDRESS	<u>61 Canary Drive</u>		
ADDRESS			
CITY	<u>Lakewood</u>	STATE	<u>NJ</u> ZIP <u>08701</u>

5. As an alternative to completing this form, a Vendor with any direct or indirect parent entity which is publicly traded, may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.*

* Attach additional sheets if necessary



DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Request for Quote for Ida Design & Engineering Services, September 2023

VENDOR NAME: Newlines Land Consultants

PART 1

PLEASE LIST ALL OFFICERS/DIRECTORS OF THE VENDOR BELOW.

NAME	Yehuda Ungar		
TITLE	Chief Executive Officer		
ADDRESS	36 Engleberg Terrace		
CITY	Lakewood	STATE	NJ ZIP 08701

NAME	Joshua Schmuckler		
TITLE	Chief Operating Officer		
ADDRESS	61 Canary Drive		
CITY	Lakewood	STATE	NJ ZIP 08701

NAME	Glenn D. Lines		
TITLE	Director of Engineering		
ADDRESS	301 Florida Avenue		
CITY	Brick	STATE	NJ ZIP 08701

NAME			
TITLE			
ADDRESS			
CITY		STATE	ZIP

**Attach Additional Sheets If Necessary.*

PART 2

PLEASE REFER TO THE PERSONS LISTED ABOVE AND/OR THE PERSONS AND/OR ENTITIES LISTED ON THE OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THESE QUESTIONS.

- Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government? **NO**
- Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies? **NO**
- Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved? **NO**
- Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government? **NO**
- Has any person or entity listed on this form or its attachments been involved as an adverse party to a public sector client in any civil litigation or administrative proceeding in the past five (5) years? **NO**

IF ANY OF THE ANSWERS TO QUESTIONS 1-5 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 3.
IF ALL OF THE ANSWERS TO QUESTIONS 1-5 ARE "NO", NO FURTHER ACTION IS NEEDED; PLEASE SIGN AND DATE THE FORM.

PART 3

DESCRIPTION OF THE INVESTIGATION OR LITIGATION, ETC.

If you answered "YES" to any of questions 1 - 5 above, you must provide a detailed description of any investigation or litigation, including, but not limited to, administrative complaints or other administrative proceedings involving public sector clients during the past five (5) years. The description must include the nature and status of the investigation, and for any litigation, the caption and a brief description of the action, the date of inception, current status, and if applicable, the disposition.

PERSON OR ENTITY NAME			
CONTACT NAME		PHONE NUMBER	
CASE CAPTION			
INCEPTION OF THE INVESTIGATION		CURRENT STATUS	
SUMMARY OF INVESTIGATION			

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.


Signature
Joshua Schmuckler, COO
Print Name and Title

11/17/2023

Date



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: **Request for Quote for Ida Design and Engineering Services**

VENDOR NAME: **Newlines Land Consultants**

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX



I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR



I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets If Necessary*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.


Signature

11/17/2023

Date

Joshua Schmuckler, COO

Print Name and Title



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 0230
TRENTON, NEW JERSEY 08625-0230

VENDOR/BIDDER CERTIFICATION AND POLITICAL CONTRIBUTION DISCLOSURE FORM
PUBLIC LAW 2005, CHAPTER 271

CONTRACT #: RFQ for Ida Design & Engineering Services VENDOR/BIDDER: Newlines Land Consultants

At least ten (10) days prior to entering into the above-referenced Contract, the Vendor/Bidder must complete this Certification and Political Contribution Disclosure Form in accordance with the directions below and submit it to the State contact for the referenced Contract.

NOTE that the disclosure requirements under Public Law 2005, Chapter 271 are separate and different from the disclosure requirements under Public Law 2005, Chapter 51 (formerly Executive Order 134). Although no Vendor/Bidder will be precluded from entering into a contract by any information submitted on this form, a Vendor's/Bidder's failure to fully, accurately and truthfully complete this form and submit it to the appropriate State agency may result in the imposition of fines by the New Jersey Election Law Enforcement Commission.

DISCLOSURE

The following is the required Vendor/Bidder Disclosure of all Reportable Contributions made in the twelve (12) months prior to and including the date of signing of this Certification and Disclosure to: (i) any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or (ii) any entity that is also defined as a "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.

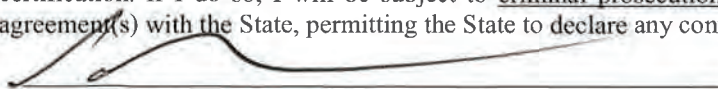
The Vendor/Bidder is required to disclose Reportable Contributions by: the Vendor/Bidder itself; all persons or other business entities owning or controlling more than 10% of the profits of the Vendor/Bidder or more than 10% of the stock of the Vendor/Bidder, if the Vendor/Bidder is a corporation for profit; a spouse or child living with a natural person that is a Vendor/Bidder; all of the principals, partners, officers or directors of the Vendor/Contractor and all of their spouses; any subsidiaries directly or indirectly controlled by the Vendor/Bidder; and any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Vendor/Bidder, other than a candidate committee, election fund, or political party committee.

"Reportable Contributions" are those contributions that are required to be reported by the recipient under the "New Jersey Campaign Contributions and Expenditures Reporting Act," P.L. 1973, c.83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. As of January 1, 2005, contributions in excess of \$300 during a reporting period are deemed "reportable."

Name and Address of Committee to which a Reportable Contribution was made	Date of Reportable Contribution	Amount of Reportable Contribution	Contributor's Name
Indicate "NONE" if no Reportable Contribution was made.			
NONE		\$	
		\$	
		\$	
		\$	
Attach additional sheets if necessary			

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.


Signature
Joshua Schmuckler, COO
Print Name and Title

November 17, 2023
Date



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 0230
TRENTON, NEW JERSEY 08625-0230

VENDOR/BIDDER CERTIFICATION AND POLITICAL CONTRIBUTION DISCLOSURE FORM
PUBLIC LAW 2005, CHAPTER 271

CONTRACT #: RFQ for Ida Design & Engineering Services VENDOR/BIDDER: Newlines Land Consultants

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DISCLOSURE

The following is the required Vendor/Bidder Disclosure of all Reportable Contributions made in the twelve (12) months prior to and including the date of signing of this Certification and Disclosure to: (i) any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or (ii) any entity that is also defined as a "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.

The Vendor/Bidder is required to disclose Reportable Contributions by: the Vendor/Bidder itself; all persons or other business entities owning or controlling more than 10% of the profits of the Vendor/Bidder or more than 10% of the stock of the Vendor/Bidder, if the Vendor/Bidder is a corporation for profit; a spouse or child living with a natural person that is a Vendor/Bidder; all of the principals, partners, officers or directors of the Vendor/Contractor and all of their spouses; any subsidiaries directly or indirectly controlled by the Vendor/Bidder; and any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Vendor/Bidder, other than a candidate committee, election fund, or political party committee.

"Reportable Contributions" are those contributions that are required to be reported by the recipient under the "New Jersey Campaign Contributions and Expenditures Reporting Act," P.L. 1973, c.83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. As of January 1, 2005, contributions in excess of \$300 during a reporting period are deemed "reportable."

Name and Address of Committee to which a Reportable Contribution was made	Date of Reportable Contribution	Amount of Reportable Contribution	Contributor's Name
<i>Indicate "NONE" if no Reportable Contribution was made.</i>			
NONE		\$	
		\$	
		\$	
		\$	
<i>Attach additional sheets if necessary</i>			

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature
Joshua Schmuckler, COO
Print Name and Title

November 17, 2023
Date



MACBRIDE PRINCIPLES FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Request for Quote for Ida Design & Engineering Services

VENDOR NAME: Newlines Land Consultants

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX



The Vendor/Bidder has no business operations in Northern Ireland; or

OR



The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

11/17/2023

Date

Joshua Schmuckler, COO

Print Name and Title

05/18/18

Taxpayer Identification# 472-612-443/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

NEW LINES NJ LLC

ADDRESS:

315 MONMOUTH AVE STE 205
LAKEWOOD NJ 08701

EFFECTIVE DATE:

05/13/16

TRADE NAME:

SEQUENCE NUMBER:

2043486

ISSUANCE DATE:

05/18/18



Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/23/2023

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

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

PRODUCER PRIME INSURANCE AGENCY 960 E County Line Road Lakewood NJ 08701	CONTACT NAME: Laura Kaufman PHONE (A/C, No, Ext): 732-886-5751 x102 E-MAIL ADDRESS: coi@primeins.com FAX (A/C, No): 732-886-9422
INSURED New Lines NJ LLC 315 Monmouth Avenue Suite 205 Lakewood NJ 08701	INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Company INSURER B: NGM Insurance Company INSURER C: Pacific Insurance Company, Lim INSURER D: INSURER E: INSURER F:
	NAIC # 20508 14788 10046

COVERAGES

CERTIFICATE NUMBER: 1739344636

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			6020967472	2/20/2023	2/20/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			B1Z5824E	11/10/2022	11/10/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability Professional Liability			13OH043230023	2/5/2023	2/5/2024	Each Claim Aggregate \$ 1,000,000 \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate is subject to terms, limitations and exclusions of the actual policy at the time of issuance.

CERTIFICATE HOLDER**CANCELLATION**

New Jersey Department of Community Affairs
101 South Broad Street
PO Box 800
Trenton NJ 08625

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/23/2023

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

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

PRODUCER PAYCHEX INSURANCE AGENCY 225 Kenneth Drive Rochester, NY 14623	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED New Lines NJ LLC 315 Monmouth Ave Ste 205 Lakewood, NJ 08701-3787	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: NorGUARD Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		
31470		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 0
	CLAIMS-MADE ☐ OCCUR ☐						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0
							MED EXP (Any one person) \$ 0
							PERSONAL & ADV INJURY \$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 0
	POLICY ☐ PRO-JECT ☐ LOC ☐						PRODUCTS - COMP/OP AGG \$ 0
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO ☐						BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY ☐						BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY ☐						PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS ☐						\$
	NON-OWNED AUTOS ONLY ☐						
	UMBRELLA LIAB ☐						EACH OCCURRENCE \$
	EXCESS LIAB ☐						AGGREGATE \$
	DED ☐						\$
	RETENTION \$ ☐						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y ☐	N/A	NEWC458359	03/21/2023	03/21/2024	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Employees: Full Time: 20; Part Time: 0 Governing Class Description: SURVEYOR NPD

Exclusions:

Yehuda Ungar, Member;

CERTIFICATE HOLDER**CANCELLATION**

New Jersey Department of Community Affairs
101 South Broad Street
PO Box 800
Trenton, NJ 08625

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

AUTHORIZED REPRESENTATIVE

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SOURCE DISCLOSURE FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: **Request for Quote for Ida Design & Engineering Services, September 2023**

VENDOR NAME: **Newlines Land Consultants**

The Vendor/Bidder submits this Form in response to a Bid Solicitation issued by the State of New Jersey, Department of the Treasury, Division of Purchase and Property, in accordance with the requirements of N.J.S.A. 52:34-13.2.

PART 1



All services will be performed by the Contractor and Subcontractors in the United States. Skip Part 2.



Services will be performed by the Contractor and/or Subcontractors outside of the United States. **Complete Part 2.**

PART 2

Where services will be performed outside of the United States, please list every country where services will be performed by the Contractor and all Subcontractors. 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 performed in the United States. The Director of the Division of Purchase and Property will review this justification and if deemed sufficient, the Director may seek the Treasurer's approval.

Name of Contractor / Sub-contractor	Performance Location by Country	Description of Service(s) to be Performed Outside of the United States *	Reason Why the Service(s) Cannot be Performed in the United States *
Newlines Land Consultants	None	None	

***Attach additional sheets if necessary to describe which service(s), if any, will be performed outside of the U.S. and the reason(s) why the service(s) cannot be performed in the U.S.**

Any changes to the information set forth in this Form during the term of any Contract awarded under the referenced Bid Solicitation or extension thereof shall be immediately reported by the Contractor to the Director of the Division of Purchase and Property. If during the term of the Contract, the Contractor shifts the location of services outside the United States, without a prior written determination by the Director, the Contractor shall be deemed in breach of Contract, and the Contract will be subject to termination for cause pursuant to the State of New Jersey Standard Terms and Conditions.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Joshua Schmuckler, COO

Print Name and Title

11/17/2023

Date



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

CONTRACT TITLE
CONTRACT NUMBER

Request for Quote for Ida Design & Engineering Services, September 2023

No contract number was provided in the RFQ

Pursuant to N.J.S.A. 52:32-60.1, et seq. (P.L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is engaged in prohibited activities in Russia or Belarusⁱⁱ. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CERTIFICATION

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the [Department of the Treasury's list](#) of Vendors engaged in prohibited activities in Russia or Belarus, and having done so certify:

(Check the Appropriate Box)



- A. That the Vendor is not identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia or Belarus.

OR



- B. That I am unable to certify as to "A" above, because the Vendor is identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia and/or Belarus.

OR



- C. That I am unable to certify as to "A" above, because the Vendor, though not identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia or Belarus, is engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the Vendor's activity in Russia and/or Belarus is set forth below.

Description of Prohibited Activity (Attach Additional Sheets If Necessary.)

Additional Certification of Federal Exemption and/or License

(Complete only if appropriate)



- D. I, the undersigned, certify that Vendor is currently engaged in activity in Russia and/or Belarus, but is doing so consistent with federal law and/or regulation and/or license. A detailed description of how the Vendor's activity in Russia and/or Belarus is consistent with federal law, or is within the requirements of the federal exemption and/or license is set forth below. (Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative

Joshua Schmuckler, COO

Print Name and Title of Vendor's Authorized Representative

Newlines Land Consultants

Vendor's Name

315 Monmouth Ave., Suite 205

Vendor's Address (Street Address)

Lakewood, NJ 08701

Vendor's Address (City/State/Zip Code)

November 17, 2023

Date

FEIN - 472 - 612 - 443 - 000

Vendor's FEIN

732-994-4900

Vendor's Phone Number

732-358-0423

Vendor's Fax Number

info@newlinesnj.com

Vendor's Email Address

Definitions

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

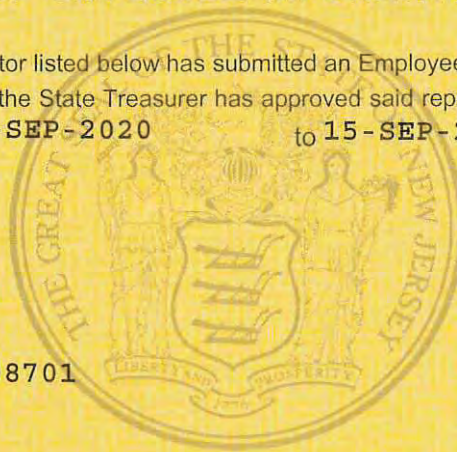
ⁱⁱ Engaged in prohibited activities in Russia or Belarus means: (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

CERTIFICATE OF EMPLOYEE INFORMATION REPORT INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-SEP-2020 to 15-SEP-2023

NEW LINES NJ LLC
315 MONMOUTH AVE
LAKEWOOD

NJ 08701



A handwritten signature in black ink, reading "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO
State Treasurer



CONFIDENTIALITY AND COMMITMENT TO DEFEND

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # & TITLE: **RFQ for Ida Design & Engineering Services**

The Bid Solicitation advises Bidders (hereinafter "Company") that the submitted "Quotes can be released to the public pursuant to N.J.A.C. 17:12-1.2(b) and (c), or under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1.1 et seq., or the common law right to know." In the event that the Division receives a request for documents related to above referenced Bid Solicitation, in accordance with its statutory obligations under the New Jersey Open Public Records Act and/or the common law right to know, it is the Division's intent to fulfill the request for records which may include a copy of the Company's Quote.

If Company objects to the disclosure of any portions of the Quote, the Company must advise the Division and must attach a detailed statement clearly identifying those sections of the Quote that Company claims are exempt from disclosure. In requesting any exemption, Company must identify the specific statutory or other legal justification for each requested exemption and the factual basis that supports said exemption. In addition, if Company requests any exemption to disclosure of the Quote based upon claims of confidential/proprietary information and trade secrets (setting forth the nature of the formula, process, pattern, device or compilation), in accordance with *Ingersoll-Rand Co. v. Ciavatta*, 110 N.J. 609 (1988), Company must also indicate the following with respect to the requested exemption:

- (1) the extent to which the information is known outside the owner's business;
- (2) the extent to which it is known by employees and others involved with your business;
- (3) the extent of the measures taken by your firm to guard the secrecy of the information;
- (4) the value of the information to your firm and your competitors;
- (5) the amount of effort or money expended by your firm in developing the information; and
- (6) the ease or difficulty with which the information could be properly acquired or duplicated by others.

Further, if the Quote includes any copyright notices, within five business days, the Division will be permitted to release a copy of the Quote document(s) unless Company serves the Division with an order from a court of competent jurisdiction precluding such release.

The State reserves the right to make the final determination as to what is and is not subject to public disclosure under OPRA and/or the common law right to know, and will advise the Company accordingly. Please note that the State will not honor any claim of confidential, proprietary, trade secret, and/or copyright material that is not supported by a specific statutory or legal justification provided by the Company. The State will not honor any attempts by the Company to designate the entire Quote as proprietary, confidential and/or to claim copyright protection for its entire Quote.

Accordingly, in order to assist the Division with the fulfillment of potential document requests, please select one of the following:



The Company's Quote **does not include** any confidential, proprietary and/or trade secrets; and therefore, the Company does not request any redactions be made prior to the release of the documents.

OR



The Company's Quote **does include** confidential, proprietary and/or trade secrets; and therefore, the Company requests that certain portions of the Quote be redacted prior to the release of the documents.

The requested redactions are set forth in the attached statement which specifically identifies the portions of the Quote by section, page number, paragraph and or line; and identifies the specific statutory or other legal reason for each requested exemption.

In the event of any challenge to the Company's assertion of confidential/proprietary information, the Company shall be solely responsible for defending its designation. Company agrees that it shall defend and cooperate in the defense of an action against the State of New Jersey arising from or related to the non-disclosure, due to the Company's request, of documents submitted to the State of New Jersey, and relating to a Quote submitted by the Company in response to the above referenced Bid Solicitation, which was the subject of a request for government records under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. ("OPRA"), or the common law right to know. The Company further agrees to indemnify and hold harmless the State against any judgments, costs, or attorneys' fees assessed against the State in connection with any action arising from, or related to, the non-disclosure, due to the Company's request, of documents submitted to the State, which are the subject of a request for government records under OPRA.

The Company makes the forgoing agreement with the understanding that the State may immediately disclose any documents withheld without further notice if the Company ceases to cooperate in the defense of an action against the State arising from or related to the above described non-disclosure due to the Company's request, and will disclose such documents withheld if so ordered by a court of competent jurisdiction.

The undersigned certifies that s/he is duly authorized to make this commitment on behalf of the Company.

Newlines Land Consultants

Company Name

Signature

Joshua Schmuckler, COO

Print Name and Title

11/17/2023

Date



State of New Jersey

PHILIP D. MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
CONTRACT COMPLIANCE & AUDIT UNIT
EEO MONITORING PROGRAM
33 WEST STATE STREET
P. O. BOX 206
TRENTON, NEW JERSEY 08625-0206

ELIZABETH MAHER MUOIO
State Treasurer

SHEILA Y. OLIVER
Lt. Governor

MAURICE A. GRIFFIN
Acting Director

ISSUANCE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

EXHIBIT B

STATE PRICING INFORMATION

DELIVERABLE DESCRIPTION / EXAMPLES SHEET

Basic Service Deliverables		
Fixed Price Service Category	Fee Basis	Adjustment Factors
Lot Survey (including property identification, legal description, boundaries, topography, utility locations, major site characteristics)	typical suburban 1/4 acre parcel with existing structures	increase / decrease based on \$ per square foot
Elevation Certificate	typical suburban 1/4 acre parcel with existing structures	increase / decrease based on \$ per square foot
Foundation Design	35' x 50 foot existing building footprint to be elevated on new CMU foundation W/ concrete footing	increase / decrease based on foundation type (i.e. deep foundation vs. standard shallow footing)
Geotechnical Analysis (include 2 soil samples w/ testing)	typical suburban 1/4 acre parcel with existing structures	increase / decrease based on \$ per square foot & increase / decrease based on number of soil borings
Plot Plan	for building elevation including stairs, walkway, relocated site utilities, etc.	n/a
Zoning Application (Submit Zoning Permit)	typical zoning submission including zoning analysis and compliance verification	
Foundation Location Survey	existing foundation / footing investigation, analysis and documentation of existing conditions	
Soil Erosion Plan & application	submittal to soils control commission, including paying application fees (either waiver request or full sediment control plans & application)	
Cribbing design for building Elevation	cribbing plans including the placement of cribs, temporary supports, shoring, & lifting beams to elevate rectangular structure.	
Wind Storm Engineering Assessment & Retrofit	including investigation, and documentation for building permit application	
Building utility modification & relocation plans	including building utilities and appliances, e.g. water heater, furnace, electrical panels, etc. & associated piping, ductwork, and wiring.	
Design Plans for Rehabilitation	two story home with full basement in need of moderate repairs on all levels, including roof.	
New Home Design Plans	new home on existing lot within existing footprint for a 2,000 square foot home	increase / decrease based on \$ per 500 sq.ft.
Site Drainage Design	including re-routing existing storm water runoff, by re-grading, introduction of storm water management structures, (drywell, yard drain, swale, etc.) as required to mitigate water intrusion to the building	

Additional Services		
Fixed Price Service Category	Fee Basis	Adjustment Factors
Zoning Variance	making variance request submission, including notices, filing fees, application, & expert witness testimony at public hearing.	
Final As-Built (post construction)	As required by municipal code official to document field changes that occurred during construction.	
unspecified additional services	Provide the basis for any additional services that may be requested and not listed in any of the above deliverables.	

IDA DESIGN AND ENGINEERING SERVICES RATE SCHEDULE

Base Period (EST. 1/1/2024 – 12/31/2024)

Name of Firm: Newlines Land Consultants.

Instructions:

Give a rate (in whole dollars no cents please) below for each of the years listed. Please refer to the RFP for a description of each of the deliverable types. Your proposal may be considered unresponsive if you leave blanks. Provide a rate for ALL deliverables even though you may not at the present time perform the service in-house.

FIXED PRICE DELIVERABLE CATEGORY	PROPOSED RATE	ADJUSTMENT FACTOR
Lot Survey	\$ 1,395.00	+ \$500 for each additional 1/2 acre. No decreases
Elevation Certificate	\$ 735.00	
Foundation Design	\$ 2,975.00	+ \$985 if deep or piles. No decreases
Geotechnical Analysis (include 2 soil samples w/ testing)	\$ 1,960.00	+ \$745 per sample for anything above 2 samples
Plot Plan	\$ 940.00	
Zoning Application (Submit Zoning Permit)	\$ 525.00	
Foundation Location Survey	\$ 745.00	
Soil Erosion Plan & application	\$ 736.00	
Cribbing design for building Elevation	\$ 755.00	
Windstorm Engineering Assessment & Retrofit	\$ 2,996.00	
Building utility modification & relocation plans	\$ 3,005.00	
Design Plans for Rehabilitation	\$ 4,950.00	
New Home Design Plans	\$ 7,950.00	for 2,000 SF. + \$950 for each additional 500 SF
Site Drainage Design	\$ 540.00	
Zoning Variance	\$ 11,000.00	this is for an average town +/- Depending on town fees and escrow
Final As-Built (post construction)	\$ 850.00	+350 for each additional 1/2 acre
unspecified additional services		See attached previous price sheet for hourly rates

IDA DESIGN AND ENGINEERING SERVICES RATE SCHEDULE

Base Period (EST. 1/1/2025 – 12/31/2025)

Name of Firm: Newlines Land Consultants.

Instructions:

Give a rate (in whole dollars no cents please) below for each of the years listed. Please refer to the RFP for a description of each of the deliverable types. Your proposal may be considered unresponsive if you leave blanks. Provide a rate for ALL deliverables even though you may not at the present time perform the service in-house.

FIXED PRICE DELIVERABLE CATEGORY	PROPOSED RATE	ADJUSTMENT FACTOR
Lot Survey	\$ 1,451.00	+ \$500 for each additional 1/2 acre. No decreases
Elevation Certificate	\$ 765.00	
Foundation Design	\$ 3,094.00	+ \$985 if deep or piles. No decreases
Geotechnical Analysis (include 2 soil samples w/ testing)	\$ 2,039.00	+ \$745 per sample for anything above 2 samples
Plot Plan	\$ 978.00	
Zoning Application (Submit Zoning Permit)	\$ 546.00	
Foundation Location Survey	\$ 775.00	
Soil Erosion Plan & application	\$ 766.00	
Cribbing design for building Elevation	\$ 786.00	
Windstorm Engineering Assessment & Retrofit	\$ 3,116.00	
Building utility modification & relocation plans	\$ 3,126.00	
Design Plans for Rehabilitation	\$ 5,148.00	
New Home Design Plans	\$ 8,268.00	for 2,000 SF. + \$950 for each additional 500 SF
Site Drainage Design	\$ 562.00	
Zoning Variance	\$ 11,440.00	this is for an average town +/- Depending on town fees and escrow
Final As-Built (post construction)	\$ 884.00	+350 for each additional 1/2 acre
unspecified additional services		See attached previous price sheet for hourly rates

IDA DESIGN AND ENGINEERING SERVICES RATE SCHEDULE

Base Period (EST. 1/1/2026 – 12/31/2026)

Name of Firm: Newlines Land Consultants

Instructions:

Give a rate (in whole dollars no cents please) below for each of the years listed. Please refer to the RFP for a description of each of the deliverable types. Your proposal may be considered unresponsive if you leave blanks. Provide a rate for ALL deliverables even though you may not at the present time perform the service in-house.

FIXED PRICE DELIVERABLE CATEGORY	PROPOSED RATE	ADJUSTMENT FACTOR
Lot Survey	\$ 1,510.00	+ \$500 for each additional 1/2 acre. No decreases
Elevation Certificate	\$ 796.00	
Foundation Design	\$ 3,218.00	+ \$985 if deep or piles. No decreases
Geotechnical Analysis (include 2 soil samples w/ testing)	\$ 2,121.00	+ \$745 per sample for anything above 2 samples
Plot Plan	\$ 1,018.00	
Zoning Application (Submit Zoning Permit)	\$ 568.00	
Foundation Location Survey	\$ 806.00	
Soil Erosion Plan & application	\$ 797.00	
Cribbing design for building Elevation	\$ 818.00	
Windstorm Engineering Assessment & Retrofit	\$ 3,241.00	
Building utility modification & relocation plans	\$ 3,252.00	
Design Plans for Rehabilitation	\$ 5,354.00	
New Home Design Plans	\$ 8,599.00	for 2,000 SF. + \$950 for each additional 500 SF
Site Drainage Design	\$ 585.00	
Zoning Variance	\$ 11,898.00	this is for an average town +/- Depending on town fees and escrow
Final As-Built (post construction)	\$ 920.00	+350 for each additional 1/2 acre
unspecified additional services		See attached previous price sheet for hourly rates

IDA DESIGN AND ENGINEERING SERVICES RATE SCHEDULE

Base Period (EST. 10/1/2023 – 9/20/2024)

Name of Firm: Newlines Land Consultants.

Instructions:

Give an hourly rate (\$ per hour; no cents please) below for each of the years listed. Please refer to the RFP for a description of each of the personnel types. Your proposal may be considered unresponsive if you leave blanks. Provide an hourly rate for ALL Personnel Levels even though you may not at the present time have staff for some of these levels.

PERSONNEL TYPE	ESTIMATED STAFF HRS.	PROPOSED HOURLY RATE	ESTIMATED PRICE
LEVEL 7	1250	\$ 45.00	\$ 56,250.00
LEVEL 6	2500	\$ 85.00	\$ 212,500.00
LEVEL 5	2000	\$ 65.00	\$ 130,000.00
LEVEL 4	1750	\$ 95.00	\$ 166,250.00
LEVEL 3	2400	\$ 93.00	\$ 223,200.00
LEVEL 2	1500	\$ 79.00	\$ 118,500.00
LEVEL 1	1000	\$ 45.00	\$ 45,000.00
		TOTAL EVALUATED PRICE	\$ 951,700.00

RETURN THIS COMPLETED FORM WITH YOUR RFQ RESPONSE

IDA DESIGN AND ENGINEERING SERVICES RATE SCHEDULE

Option Year 1 (EST. 10/1/2024 – 9/20/2025)

Name of Firm: Newlines Land Consultants.

Instructions:

Give an hourly rate (\$ per hour; no cents please) below for each of the years listed. Please refer to the RFP for a description of each of the personnel types. Your proposal may be considered unresponsive if you leave blanks. Provide an hourly rate for ALL Personnel Levels even though you may not at the present time have staff for some of these levels.

PERSONNEL TYPE	ESTIMATED STAFF HRS.	PROPOSED HOURLY RATE	ESTIMATED PRICE
LEVEL 7	1250	\$ 47.00	\$ 58,750.00
LEVEL 6	2500	\$ 89.00	\$ 222,500.00
LEVEL 5	2000	\$ 68.00	\$ 136,000.00
LEVEL 4	1750	\$ 99.00	\$ 173,250.00
LEVEL 3	2400	\$ 97.00	\$ 232,800.00
LEVEL 2	1500	\$ 83.00	\$ 124,500.00
LEVEL 1	1000	\$ 47.00	\$ 47,000.00
		TOTAL EVALUATED PRICE	\$994,800.00

RETURN THIS COMPLETED FORM WITH YOUR RFQ RESPONSE

IDA DESIGN AND ENGINEERING SERVICES RATE SCHEDULE

Option Year 2 (EST. 10/1/2025 – 9/20/2026)

Name of Firm: Newlines Land Consultants.

Instructions:

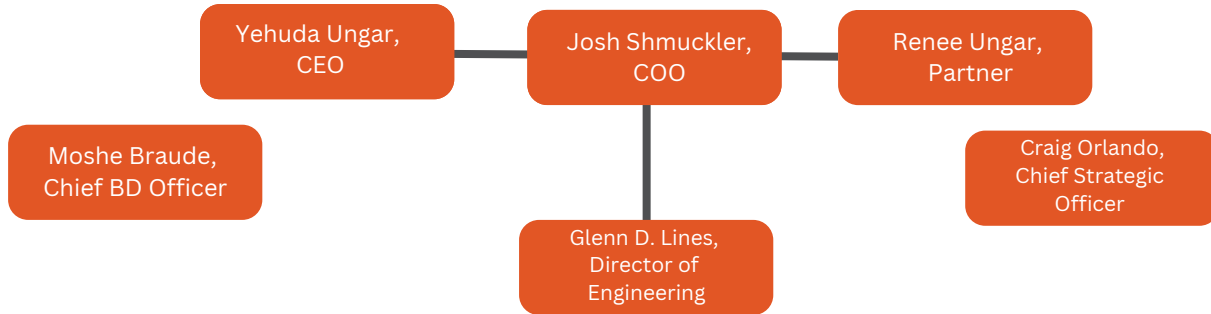
Give an hourly rate (\$ per hour; no cents please) below for each of the years listed. Please refer to the RFP for a description of each of the personnel types. Your proposal may be considered unresponsive if you leave blanks. Provide an hourly rate for ALL Personnel Levels even though you may not at the present time have staff for some of these levels.

PERSONNEL TYPE	ESTIMATED STAFF HRS.	PROPOSED HOURLY RATE	ESTIMATED PRICE
LEVEL 7	1250	\$ 49.00	\$ 61,250.00
LEVEL 6	2500	\$ 93.00	\$ 232,500.00
LEVEL 5	2000	\$ 71.00	\$ 142,000.00
LEVEL 4	1750	\$ 103.00	\$ 180,250.00
LEVEL 3	2400	\$ 101.00	\$ 242,400.00
LEVEL 2	1500	\$ 87.00	\$ 130,500.00
LEVEL 1	1000	\$ 49.00	\$ 49,000.00
		TOTAL EVALUATED PRICE	\$ 1,037,900.00

RETURN THIS COMPLETED FORM WITH YOUR RFQ RESPONSE

EXHIBIT C
ORGANIZATION CHART

Level 7



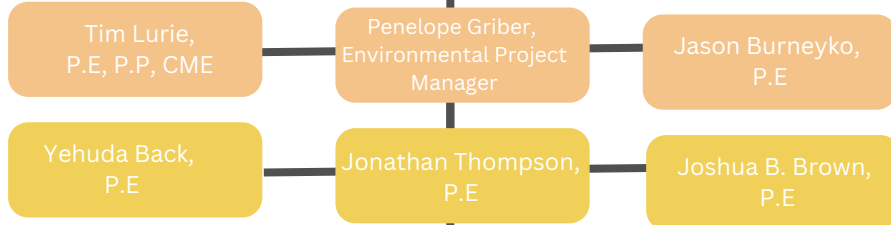
Level 6



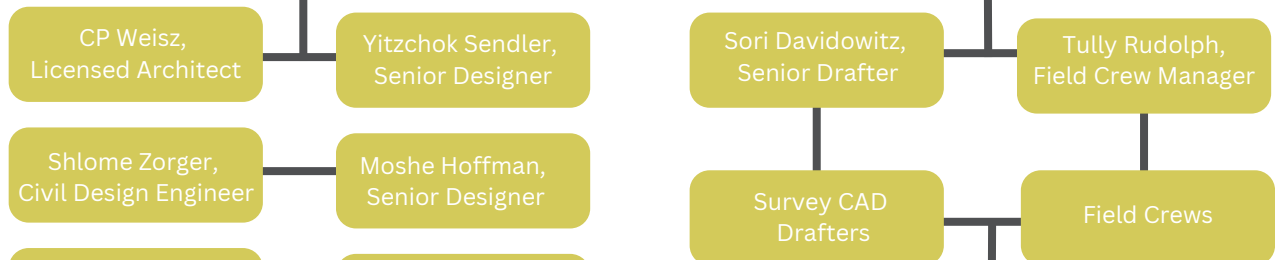
Level 5



Level 4



Level 3



Level 2



Level 1



EXHIBIT D
RESUMES

New Lines NJ

An Overview of Services & Operations

Newlines Engineering and Survey offers professional civil engineering planning and design as well as property surveying services. We cover services in a wide range of clients from small to large construction and development projects. Newlines' vast experience in the field of site plan, subdivisions, infrastructure & utilities design, environmental remediation plans, recreational amenity plans and landscape architecture design is just a part of what we provide as part of some of our typical projects.

Our clients range from a single-family simple extension project or full plot plan design including when necessary septic/sewer plans. The next level up would be minor residential and duplex subdivisions and finally the large-scale institutional facilities, major housing developments to comprehensive and intricate commercial site plans. Our recent accomplishment of note was a small airport planning and design.

Our survey department consists of multi-crew teams that provide professional and quality results for their clients. This includes standard title and purchase surveys to comprehensive topographic and ALTA surveys. New construction projects range from single-family stakeouts to largescale developments up to 500 units, institutional campuses, township and county road widening for major thoroughfares. Newlines has the expertise, the knowledge and experience to provide accurate and clear data on a consistent basis to all our clients and projects.

GLENN D. LINES, P.E., P.P., C.M.E.

Email: Glenn@newlinesnj.com

Phone: 732.994.4900

301 Florida Court, Brick, NJ 08723

Professional Profile

1975-1977	Ocean County College
1977-1981	Drexel University Bachelor of Science in Civil Engineering 1988 Licensed Professional Engineer
1988	Licensed Professional Planner
1989	Certified Municipal Engineer

Appointments

1987-1999	Middletown Planning Board & Zoning Board Asst. Engineer 1987-1999
1987-1998	Manasquan Planning Board & Zoning Board Asst. Engineer
1987-1998	West Long Branch Planning Board & Zoning Board Asst. Engineer 1988-1998
1988-1999	Keansburg Planning Board & Zoning Board Engineer 1989-1997
1989-1999	Sea Bright Asst. Planning Board Engineer
1992-1999	Monmouth Beach Asst. Planning Board & Zoning Board Engineer 1994-1997
1992-1999	Union Beach Asst. Planning Board & Zoning Board Engineer 1992-1999
1992-1999	Red Bank Asst. Zoning Board Engineer
1988-1991	Brick Planning Board Asst. Engineer 2003-2005
2003-2005	Hoboken Asst. Planning Board Engineer
2000-2001	Lakewood Asst. Township Engineer 2002-2005
2002-2005	Lakewood Township Engineer
2006-2014	Lines Engineering LLC – Private Practice
2015-Current	New Lines NJ, LLC (name change to Newlines Land Consultants, LLC) – Private Practice

Experience

Over has 30 years of experience in civil engineering focusing on Municipal Engineering with broad experience in many phases of civil engineering related to subdivision and site plan design including storm water management, sewer and water design, traffic engineering, roadway design, lighting and landscaping.

Involved since 1985 in design and project management for many municipal government roadway projects. These ranged in scope from pavement overlay to full roadway reconstruction projects. Some projects have involved funding from the New Jersey Department of Transportation Trust Fund and Community Development Block Grant Program, which also included requirements to submit applications for funding. Some of the municipalities represented were Middletown, Keansburg, West Long Branch, Manasquan, Sea Bright, Belmar, South Belmar, and Lakewood.

Prepared pavement management programs to analyze existing pavement conditions of all roads within a municipality, rank the condition and prepare estimates for capital costs, which is then used to develop the municipalities' annual capital program for several of the towns listed above.

Project manager for an extensive analysis of sidewalk requirements in Middletown Township in cooperation with the Middletown Board of Education of walking routes to the 13 Public Schools in Middletown were reviewed for safe walking routes when the Middletown Board of Education reduced courtesy bussing to students within 2 miles of the schools. Middletown Township initiated a

\$1 million capital project to provide sidewalks to provide safe walking routes to all schools. Coordinated all aspects of this project from concept and budgeting through construction.

Participated in an Infrastructure Study for all water and sewer facilities for the New York City Department of Environmental Protection to determine field inspection and report preparation for the condition of the reservoirs and aqueducts for the Bureau of Water Supply and the sewer system and treatment plants for the Bureau of Water Treatment.

Successfully designed recreation facilities, including baseball fields, roller hockey rinks, and the resurfacing of tennis and basketball courts for the Seawarren Waterfront Park in Woodbridge.

Spent six months in Saudi Arabia conducting geotechnical investigations for several underground military command centers for the United States and Saudi Arabian Armies.

In private practice, oversee and manage hundreds of new development and expansion projects from simple single-family residences to large PUD's with hundreds of homes. In addition, we focus on commercial and institutional sites and campuses.

Qualifications

Years of experience: 24 years

Education: Bachelor of Engineering
Stevens Institute of Technology, 1990

Master's Degree in Coastal Engineering Stevens
Institute of Technology, 1993

Registrations: Professional Engineer: New Jersey No. 40279
Professional Planner: New Jersey No. 05650
U.S.T. Closure Testing: New Jersey No. 19235
Professional Engineer: Pennsylvania No. PE061676 New
Professional Engineer: York No. 081731 Michigan
Professional Engineer: 6201051324
Professional Engineer: Ohio 69103
Professional Engineer: Virginia 040204040596 New
Certified Municipal Engineer: Jersey No. 09-27

Memberships &
Professional Associations: Ocean County Society of Professional Engineers
Builders League of South Jersey
Shore Builders Association of Central NJ
NJ Society of Municipal Engineers
Utility & Transportation Contractors Association

Permitting

- Health and Safety
- Site Assessment/Remediation
- Spill Prevention, Contingency and Countermeasure
- Analytical Services
- Forestry/Vegetation Maintenance (Regulatory)
- Flood Hazard Area Permits
- Flood Plain Delineations (per FHA rules)
- Coastal Wetlands Permit
- Wetlands Delineation
- Wetlands Mitigation
- US Coast Guard Permits
- Green Acre Diversions
- US Army Corps of Engineers Permits
- DRBC Docket Modifications
- FAA Regulations
- Waterfront Development Permits
- NJPDES Permits
- Wastewater Treatment Permits
- Water Diversion Permits
- Water Permitting
- Stormwater Management
- Noise Monitoring/Engineering
- Construction Dewatering Permits
- Land Permitting
- NJDCN Local Construction Permits
- Road Opening Permits (Local and State)
- Site Plan Applications (Municipal, County, Regional)
- Soil Erosion and Sediment Control Certifications
- Landscape Design
- Land Management/Stewardship
- NJ Historic Preservation Office
- Estuary Permitting Requirements
- Environmental Impact Statements
- NJ Pinelands Commission Permits
- Consolidated Rail Corporation (Conrail) Permits

Relevant Projects

Serving as Principal Engineer with experience spanning more than 24 years, Mr. Lurie serves as an expert advisor and specializes in Land Development Engineering and Planning, Municipal and Public Works Engineering and Planning, Landfill Design, Underground Storage Tank Management, Environmental Permitting, CAFRA Design as well as various other Approvals, Design and Inspection services. Presented below are just a few project examples:

PSEG Totowa Substation, Totowa, NJ

Responsible for expert planning and civil engineering testimony before the Borough of Totowa Planning Board.

Manahassett Creek Park, Long Branch, NJ

Principal Engineer in charge of all technical and regulatory management in the development of this 19 acre, multi-functional, flagship park along the Manahassett Creek. Responsibilities included planning, design, permitting, bid documents and bid award coordination, construction administration and observations. Design included New Jersey's largest synthetic turf installation. Met regularly during construction to coordinate construction scheduling, inspection and budget. Project considered for NJ Society of Municipal Engineers "2009 Municipal Project of the Year".

Jakes Branch County Park, Beachwood, NJ

Principal Engineer in charge of managing, design, and permitting of this 82 acre County park which comprises of three soccer fields, two softball fields, tot lots, four tennis courts, two basketball courts, a maintenance building and observation/meeting building. Responsibilities included wetlands delineation, environmental permitting, soils testing, grading, stormwater management, road design, utility design and soil conservation design. Prepared bid specifications, construction drawings, coordination of bids and shop drawing review. Reviewed contractor bids and recommended contractor in accordance with state law.

Four Seasons at South Knolls, Jackson Township, NJ

Principal Engineer responsible for the design and permitting of sanitary sewer system, water distribution, stormwater management systems, stream encroachment analysis, culvert design and grading design for a 886 unit, five phase, senior residential community - 400 acres. Project included testimony at local Planning Board for approval of the community. Design of County Road to provide dedicated left and right turn lane as well as transitions in accordance with NJDOT requirements. Designed a total of 5 retention ponds for project stormwater management. Miles of roads and utilities were included in this project.

Four Seasons at Metedeconk Lakes, Jackson Township, NJ

Principal Engineer in charge of design and permitting of sanitary sewer, water distribution, stormwater management, storm encroachment, wetlands permitting, culvert design, wetlands delineation, road design and grading design plan for a 781 unit senior development on 600 acres. Project included testimony at local planning board. This project also included miles of roads and utilities.

Mazza Class "B" Recycling Facility & Industrial Subdivision, Tinton Falls, NJ

Principal Engineer responsible for the preparation of the landfill disruption plan and all permitting for +/- 53 acre Waste Materials Recycling Facility. Completed environmental site assessment and remediation plan, health and safety plan, spill prevention plan, waste management transfer plan as well as analytical/testing services for identification of waste material areas. Also responsible for removal of construction debris for NJDEP approval.

Stavola Asphalt Plant Expansion, Brick Township, NJ

Principal Engineer in charge of renovation and restructuring of this 17 acre asphalt plant. The existing facility, built in 1956, required renovation in order to meet all updated stormwater, environmental and land use regulations. Responsible for all applications, permitting and certifications required to make site compliant to current regulations.

Water's Edge Restaurant & Bar, Berkeley Township, NJ

Serving as Principal Engineer, currently providing expert advice and creating site improvement plan for this four acre waterfront restaurant property on Barnegat Bay. Services include redesign of the site entrance, parking areas, boating slips and event area. Responsible for all coastal wetlands permitting, municipal land permitting and oversight of vegetation maintenance and landscape design.

Lakewood Cogeneration Plant, Lakewood Township, NJ

Principal Engineer responsible for feasibility study, site plan and design, and extensive permitting and approvals of this 236 megawatt dual-fuel facility. Extensive studies required included air quality, ambient noise, water quality, stormwater, secondary impacts and vegetation buffers.

V & S Precast Corporation, Jackson Township, NJ

Principal Engineer in charge of site plan, involving forestry and stormwater management plans, for this 48 acre site in the light manufacturing district of Jackson Township, NJ. The forestry plan included average wooded acre survey related to tree removal quantities and calculations. Plans included full site design plans, soil removal plans and permitting, soil erosion plans and stormwater system design and approval. This facility includes a two story, 21,000 SF office building, 24,000 SF shop, 10,000 SF of warehouse space, 172 space parking, two 10,000 gallon diesel tanks, a state of the art truck wash down area, a stormwater infiltration basin and water quality units. Services provided also include a drainage design, a septic and well design and lighting and landscaping design.

First Energy Park, Lakewood Blueclaws Stadium, Lakewood, NJ

Served as Prime Engineer performing comprehensive site design services for the Lakewood Blue Claws, Minor League Baseball facility. The stadium boasts over 8,000 formal and lawn area seats, natural turf & clay baseball diamond, tot lot areas, food courts, gaming areas, luxury box suites, in-stadium pedestrian circulation plan. Total facility construction cost was \$25 million. Project was part of greater mixed-use town center, Cedar Bridge Redevelopment area. Coordinated and handled CAFRA & Wetlands LOI permitting for the overall site and developed complete stormwater management plan for projected build-out of the entire redevelopment tract.

RICHARD E. OBERMAN, PE

EDUCATION

B.S., 1978, Civil Engineering, Penn State University

PROFESSIONAL REGISTRATIONS/CERTIFICATIONS

Professional Engineer, Pennsylvania (#036765E), 1987
Professional Engineer, Virginia (#20180), 1989
Professional Engineer, Maryland (#15832), 1987
Professional Engineer, West Virginia (#11041), 1990
Professional Engineer, Ohio (#E-55232), 1991
Professional Engineer, New Jersey (#24GE03423700), 1989
Professional Engineer, Connecticut (#23084), 2002
Professional Engineer, Delaware (#7494), 1988
Professional Engineer, Maine (#6513), 1989
Professional Engineer, Massachusetts (#37912), 1994
Professional Engineer, North Carolina (#17209), 1991
Professional Engineer, South Carolina (#21914), 2002
Professional Engineer, Michigan (#51967), 2005
Professional Land Surveyor, West Virginia (#1148), 1992
Professional Planner, New Jersey (#4907), 1990
Certified Municipal Engineer, New Jersey (#06-33), 2007

AREAS OF EXPERTISE

Mr. Oberman has project management and technical expertise in the following areas:

- Track layout and design
- Civil /site development
- Stormwater management
- Hydrology and hydraulics
- Roadway design
- Lighting design
- Maintenance and Protection of Traffic
- Erosion and sediment control
- Permitting
- Context sensitive design
- Small dam design & inspection

Mr. Oberman possesses over 39 years of experience in the areas of design, surveying, mapping and construction inspection on projects consisting of roadways, railyards, freight and auto terminals, residential subdivisions, commercial, institutional, municipal and industrial buildings. A registered Professional Engineer in 13 different northeastern states, his specific areas of responsibility have included railroad and roadway design, stormwater management system design, permitting, grading, soil erosion control and sedimentation, utilities and sanitary sewerage systems.

REPRESENTATIVE EXPERIENCE

HIGHWAY RELATED EXPERIENCE

NJ Department of Transportation, Six Mile Run Bridge, Somerset and Middlesex County, NJ (Deputy Project Manager: 2005–2015) - this project that involves the replacement of a stone arch culvert bridge over Six Mile Run and related roadway work. Responsible for right-of-way, environmental permitting, utilities, geometrics and roadway design, drainage and scour, stormwater management, and bridge structure design. The project received all necessary approvals and was constructed.

New Jersey Department of Transportation, Mast Arm Sign Management - Atlantic, Burlington, Cape May, Camden, Cumberland, Gloucester, and Salem Counties, NJ (Deputy Project Manager: 2006-2009) - Mr. Oberman was the Deputy Project Manager for this project overseeing the various project tasks for the southern region. This project, which was separated into three (3) geographic regions(north, central, and south), was initiated to inventory the overhead mast arm street signs at all state-controlled signalized intersections and make recommendations for the new signage where necessary. The scope was to identify the existing mast arm street signage, confirm street names, and implement new overhead signage. Daily tasks included visual field observations, field data collection, coordination with NJDOT, coordination with Municipalities and Counties, street name confirmations, in-house QA/QC, field inventories, MUTCD sign analysis and design, and report writing.

County of Chesterfield, Route 10 (Hundred Road) Bridge Replacement over CSX and Roadway Rehab, Chesterfield County, VA (Sr. Project Engineer: 2008-2009) - overseeing the design and preparation of drainage plans for a two-span bridge structure over CSX Railroad (superstructure width of 44.65m) with four lanes, shoulders, median, sidewalk, and two barriers. Other project tasks include drainage modifications, intersection reconstruction, new traffic signal, 0.25 mile roadway widening, milling and resurfacing and roadside safety modifications.

VA Department of Transportation, Rte. 638 (Rolling Road) - Fairfax County, VA (Sr. Project Engineer: 2006-2007) - overseeing the design and preparation of drainage plans for this 1.4 mile urban minor arterial 4-lane divided widening project including a 16 foot raised median, curb and gutter and sidewalks both sides. The corridor traverses a dense residential development, golf course, and small commercial shopping center, and has includes 24 connector streets. Project design services included horizontal and vertical alignment analysis, drainage, stormwater management including multiple basin designs, sequencing of construction, and maintenance of traffic.

Signalization and Improvements at 35 Intersections - City of Camden, NJ (Deputy Project Manager: 2002-2005) – responsible for preparation of the design and associated specifications for signalization improvements that were needed at 35 intersections throughout the City. Work included the gathering of traffic data, field surveys, preparation of base mapping, development of traffic signal timings, analysis of existing and future conditions pending needed geometric improvements, preparation of intersection reconfiguration / construction plans, preparation of specifications for the installation of new traffic signal hardware and software, and the implementation of a coordinated traffic signal system.

NJ Department of Transportation, Madison Avenue Bridges - Middlesex County, NJ (Lead Roadway / Drainage Engineer: 2000-2001) - assigned as a Roadway and Drainage Engineer for this project that involved the replacement of two bridge structures over Green Brook. The scope of work included right-

HIGHWAY RELATED EXPERIENCE (cont.)

of-way, environmental permitting, utilities, geometrics and roadway design, bridge structure design and drainage. Specific tasks and responsibilities included his preparation of an H&H report for the proposed bridge openings using HEC-1, HEC-2, and VNET software, a backwater analysis, and roadway drainage improvements.

Delaware River Port Authority, Betsy Ross Bridge Roadway Rehabilitation and Traffic Enhancements, Route 90 and U.S. 130 Interchange - Pennsauken, NJ (Deputy Project Manager / Lead Roadway Engineer: 2000-2001) was responsible for the Final Design tasks associated with the completion of roadway improvements to the New Jersey approach roadways, ramps and overpasses of the Betsy Ross Bridge facility. Included a rehabilitation of the existing pavement structure, minor bridge deck repairs, median and ramp realignment and reconstruction, upgrading of roadside items, drainage improvements, highway lighting, M&PT, signing, and pavement marking improvements. His specific responsibilities included vertical and horizontal alignment, drainage plan preparation, quantities, and the development of MPT plans.

PA Department of Transportation, Church Road Improvements - Montgomery County, PA (Deputy Project Manager / Lead Roadway and Drainage Engineer: 2000-2002) - responsible for the design work that was associated with the realignment, milling, resurfacing, and signalization as part of this roadway intersection project along the Church Road Corridor between Greenwood Avenue and Rices Mill Road. The work scope included his development of the construction plans, Maintenance and Protection of Traffic plans, design exceptions, drainage and hydrological reports, and traffic signal design.

PA Department of Transportation, Bridgetown Pike Improvements - Bucks County, PA (Project Engineer: 1995-1997; 2000-2001) - this project which involved the replacement of two (2) existing bridges, realignment of an intersection, and the reconstruction and widening of over one mile of roadway. The project included geometrics, traffic study and analysis, Maintenance and Protection of Traffic, two bridge structures, utilities, preparation of right-of-way documents, cost estimating, design exceptions, and environmental clearance. Specific responsibilities included extensive drainage design work that included flood routing calculations, scour analysis for the bridges, backwater analysis using HEC-1, HEC-2, HEC-19, HEC-20 and HEC RAS, and the design of erosion control measures.

New York State Department of Transportation, Long Island Expressway/Deer Park Avenue (Rte. 231) Interchange Improvements - Suffolk County, NY (Project Roadway Engineer: 1999)
Assigned as the Project Roadway Engineer for this \$6M project which entailed upgrading the intersections of Deer Park Avenue (Rte. 231) with the north and south service roads of the LIE. Mr. Oberman prepared the Maintenance and Protection Plans for the project.

PA Department of Transportation, Main Street Reconstruction - Trumbauersville, Bucks County, PA (Deputy Project Manager: 1996-1997) – Deputy Project Manager for this assignment that involved a realignment and profile adjustment for over 5,000 feet of roadway. The work scope included the preparation of construction drawings, Maintenance and Protection of Traffic schemes, design exceptions, highway drainage design (including improvement of the existing drainage system inadequacies and the preparation of hydrology/hydraulic reports, backwater analysis and water spread calculations), erosion control measures, supplements and specifications, and cost estimating. The project received the 1998 AProject of the Year award from the Delaware Valley section of ASHE.

HIGHWAY RELATED EXPERIENCE (cont.)

PA Department of Transportation, River Road over the Delaware Canal - Bucks County, PA (Lead Roadway / Drainage Engineer: 1996-1997) - was a Lead Civil Engineer during the replacement of this existing single-span structure over the Delaware Canal. The project scope included a field survey, preliminary design, foundation investigation, final design and plans, specifications, and estimates.

Delaware Department of Transportation, State Route 113 and Misc. - Georgetown, DE (Project Manager: 1993-1997) - responsible for the survey, as-builts and quantity verification for three separate contracts (approximately 5 miles each). Work included the preparation of cross-sections, earthwork and quantity take-offs, and final reports.

New Jersey Department of Transportation, Stone Harbor Boulevard Bridge - Cape May County, NJ (Project Roadway Engineer: 1996) - assigned as the Project Roadway Engineer during the design of this bridge replacement project. The existing bridge was a wood timber structure founded on timber piles while the replacement structure was a prestressed, multi-span, box beam structure. The civil work that he was responsible for included a boundary and right-of-way survey, preparation of the ROW documents that were needed for six partial takings, utility relocation agreements, and environmental permitting.

OTHER HIGHWAY RELATED PROJECTS:

- NJ Route 47 Intersection
- NJ Turnpike Service Plazas
- NY Grand Central Parkway
- NJ Turnpike Maintenance Facility

LAND DEVELOPMENT RELATED EXPERIENCE

Site Development, Inc., Commerce Bank Branch Offices – Atlantic, Burlington, & Camden Counties, NJ (Project Manager: 1999) - assigned as the Project Manager responsible for providing civil engineering services to construct four new branch offices. He developed complete site plans and obtained necessary approvals. Specific tasks for which he was responsible included site work, utilities, grading, drainage and erosion control measures. Stormwater management design and the preparation of calculations for retention and detention basin water quality were provided as well. Each of the projects received all necessary approvals and were constructed.

Builders Square Store - South Whitehall, PA (Project Manager: 1993-1995) - assigned as the Project Manager charged with developing a 17-acre site for the construction of a 105,000 SF retail store, a 650-space parking lot and all-related improvements. Work included his preparation of site, grading, utility and erosion control plans, as well as all necessary details and specifications. Stormwater management design and the preparation of calculations for retention and detention basin water quality were provided as well. The project received all necessary permits and approvals and was constructed.

Acme Markets Distribution Center - Philadelphia, PA (Project Manager: 1994-1995) - assigned as the Project Manager for this assignment which was undertaken to improve parking and drainage at the facility. Mr. Oberman was responsible for the preparation and coordination of construction documents for new employee (+200 spaces) and truck trailer

LAND DEVELOPMENT RELATED EXPERIENCE (cont.)

(+200 spaces) parking areas on 10 acres. Work included his preparation of site, grading, utility and erosion control plans, as well as all necessary details and specifications. The project received all necessary approvals and was constructed.

Hoeganaes Riverfront Landfill - Cinnaminson, NJ (Project Manager: 1990-1993) - responsible for providing the civil engineering services that were needed to design a new landfill on 40 acres. Engineering tasks on the project for which he was responsible included highway drainage design, grading and erosion control, stream encroachment and wetlands permitting, and all related surveying for design and construction. Drainage calculations were performed using TR 55 and HEC-20, which included water spread and back water analysis for permitting.

Flynn Company Warehousing, Upper Chichester Township, Delaware County, PA: The Flynn Company's proposal was to develop 13.07 acres by constructing two warehouse/trucking facilities totaling more than 130,000 sf. As Project Engineer, he prepared site, grading, utility, soil erosion control and intersection plans for submission to Township, County and State agencies. The design also included details and profiles, horizontal and vertical roadway calculations, stormwater management calculations, soil erosion and sedimentation control sequencing/specifications, landscaping and lighting requirements.

Rowan College of New Jersey - Borough of Glassboro, NJ (Project Manager: 1990) - assigned as the Project Manager responsible for working with the college's Architect and was in-charge of all civil-related work that included the development of site, grading, utility, erosion control plans and along related details for submission to the state, county and borough agencies, and the preparation of all necessary bid documents. The project consisted of the construction of a 40,000 SF student recreation center that is located on a 60-acre parcel. The project received all necessary permits and approvals and was constructed.

United Parcel Service (UPS) Distribution Center - Willow Grove and Horsham, PA (Project Manager: 1989) - assigned as the Project Manager for this project and was responsible for the preparation and coordination of construction documents associated with the development of 330 additional trailer bays and 150 employee parking spaces on 50 acres. Work included his preparation of site, grading, utility and erosion control plans, as well as all necessary details and specifications. The project received all necessary approvals and was constructed.

Northern State Prison – Newark, NJ (Project Engineer) - responsible for the preparation and coordination of all civil engineering construction documents for a site expansion at this existing facility. Work included preparation of site, grading, utility & drainage, erosion control, and detail plans. The project received all necessary local, county and state permits and was completed.

Rollins Environmental Corporate Center – Bridgeport, NJ (Project Engineer) - responsible for the preparation and coordination of all civil engineering construction documents for a new corporate center and parking facility. Work included preparation of site, grading, utility & drainage, erosion control, and detail plans. Stormwater management design and the preparation of calculations for retention and detention basin water quality were provided as well. The project received all necessary local, county and state permits and was completed.

Spring Ridge Community Center – Spring Ridge, PA (Project Engineer) - responsible for the preparation and coordination of all civil engineering construction documents for the new community center and

related parking facilities. Work included preparation of site, grading, utility & drainage, erosion control, and detail plans. The project received all necessary local, county and state permits and was completed.

PECO Energy Gas Plant Expansion – Conshohocken, PA (Project Engineer) - responsible for the preparation and coordination of all civil engineering construction documents for the expansion of the existing facility . Work included preparation of site, grading, utility & drainage, erosion control, and detail plans. The project received all necessary local, county and state permits and was completed.

Delmarva Power – Wilmington, DE & Marcus Hook, PA (Project Engineer) - responsible for the preparation and coordination of all civil engineering construction documents for a new power station and parking facility. Work included preparation of site, grading, utility & drainage, erosion control, and detail plans. The project received all necessary local, county and state permits and was completed.

Red Roof Inn – Fogelsville, PA (Project Engineer) - responsible for the preparation and coordination of all civil engineering construction documents for site improvements of the new hotel and parking facility. Work included preparation of site, grading, utility & drainage, erosion control, and detail plans. Stormwater management design and the preparation of calculations for retention and detention basin water quality were provided as well. The project received all necessary local, county and state permits and was completed.

Exxon Service Station – Bear, DE and Lawnside, NJ (Project Engineer) - responsible for the preparation and coordination of all civil engineering construction documents for new gas stations. Work included preparation of site, grading, utility & drainage, erosion control, and detail plans. The project received all necessary local, county and state permits and was completed.

Dorney Square, South Whitehall Township, Lehigh County, PA (Project Manager) - responsible for site improvements to an existing 10,000 sf commercial/office building on a 1.7 acre lot. Conducted a topographic survey and prepared site, grading, utility, erosion control, landscaping, and lighting plans. Design included a stormwater management report, erosion control specifications/ sequencing, and horizontal and vertical roadway intersection calculations. Project received all required Township, County and State approvals.

CONNECTIV Office Building & Call Center, Carneys Point, NJ (Project Manager) - responsible for site improvements to an existing 10,000 sf commercial/office building on a 1.7 acre lot. Conducted a topographic survey and prepared site, grading, utility, erosion control, landscaping, and lighting plans. Design included a stormwater management report, erosion control specifications/ sequencing, and horizontal and vertical roadway intersection calculations. Project received all required Township, County and State approvals.

OTHER LAND DEVELOPMENT RELATED PROJECTS:

- Silver Lake Business Park
- Purolator Office Center
- Misc. UPS Facilities
- Hometown Buffet
- Long John Silvers
- McDonalds
- Various Telecommunication sites
- North Penn Business Center
- Dorney Park & Wildwater Kingdom

- Julicher Sports Facility
- ACME Market Store
- Red Roof Inn sites
- CONRAIL 61 Heller Road Facility

RESIDENTIAL & COMMERCIAL SUBDIVISION RELATED EXPERIENCE

Mill Creek Road Tract, Upper & Lower Mount Bethel, PA (Project Manager: 2006) - responsible for the preparation and coordination of all civil engineering construction documents for this single family home subdivision. He supervised the preparation of site, grading, utility, erosion control, profile and detail plans, as well as such design activities as stormwater management, environmental permitting, utilities, roads, subdivision and field surveys. The project site encompasses approximately 30 acres and is divided by a local road and stream.

High Bridge Road Tract - Plumsted Twp, Ocean County, NJ (Project Manager: 2004-2005) - responsible for the preparation and coordination of all civil engineering construction documents for this single family home subdivision. He supervised the preparation of site, grading, utility, erosion control, profile and detail plans, along with the design work that included stormwater management, environmental permitting, utilities, roads, subdivision and field surveys. The project site encompasses approximately 15 acres and was impacted by a significant amount of wetlands.

Hawkin Road Tract - Plumsted Twp, Ocean County, NJ (Proj. Manager: 2003-2004)

Mr. Oberman was responsible for the preparation and coordination of all civil engineering construction documents for this single family home subdivision. In this position he was responsible for supervising the preparation of site, grading, utility, erosion control, profile and detail plans, along with a variety of design work that included stormwater management, environmental permitting, utilities, roads, subdivision and surveys. The project site encompassed approximately 15 acres in size and was located on a county road.

Delaware River Bay Authority, Business Center - Carneys Point, NJ (Project Manager: 1997-1998)

Mr. Oberman was responsible for providing the engineering services that were needed for the construction of a major, six lot commercial subdivision on approximately 70 acres. Work included field surveys, environmental permitting, preparation of subdivision, grading and utility, erosion control, landscaping and lighting design, and highway access plans. Specific areas of the design that he was responsible for included horizontal and vertical geometry for a new local road, resurfacing, widening and striping of NJ State Route 48, highway drainage design, and the design of onsite detention basins for water quality and stormwater management. The project received all necessary permits and approvals and was constructed.

Valley Forge Trails, Charlestown Twp. - Chester County, PA (Project Manager: 1992-1993; 1996-1997)

Mr. Oberman was the Project Manager for this project involving the design of 1,400 LF of local roadway for a major subdivision. The scope of work included extensive roadway design including both horizontal and vertical geometry, drainage collection system and the design of retention and detention basins for stormwater management and water quality. Design also included all necessary erosion control measures.

RESIDENTIAL & COMMERCIAL SUBDIVISION RELATED EXPERIENCE (cont.)

Seapointe Village - Diamond Beach, Cape May County, NJ (Project Manager: 1989-1994)

Mr. Oberman was assigned as the Project Manager responsible for the preparation and coordination of all civil engineering construction documents for the single family and villa condominium sections of this development. The overall project site is 17 acres which contains 70 townhouses, two low-rise condominiums, three mid-rise condominiums, a hotel, single family homes and a clubhouse. Mr. Oberman supervised the preparation of all site, grading, utility, erosion control, profile and detail plans, as well as directed and performed a host of design activities that included stormwater management, utilities, roadway, and parcel subdivision. The project received all state, county and local approvals and was constructed.

Commerce Center at Spring Ridge - Spring Township Berks County, PA (Project Manager: 1992-1993) responsible for preparing and coordinating all civil engineering construction documents for this 15-lot commercial subdivision. In this role, he supervised the preparation of drawings and specifications for site work, grading, utilities, erosion control, roadway profile and details. The project received all necessary permits and approvals and was constructed.

Laurel Hunt Tract - Burlington Twp., Burlington County, NJ (Project Manager: 1989) responsible for the preparation and coordination of all civil engineering construction documents for this single family home subdivision. Supervised the preparation of site, grading, utility, erosion control, profile and detail plans. The design included stormwater management, utilities, roads, a sanitary pump station, subdivision and surveys. The project site encompasses approximately 30 acres.

CGC Appartment Complex, Delaware County, PA (Project Engineer 1990) - Mr. Oberman was responsible for the preparation and coordination of all civil engineering construction documents for the site development of this facility. Work included preparation of site, grading, utility, drainage, erosion control, and detail plans. Stormwater management design and the preparation of calculations for retention and detention basin water quality were provided as well.

MacDade Office Park, Delaware County, PA (Project Engineer 1990) - Mr. Oberman was responsible for the preparation and coordination of all civil engineering construction documents for the site development of this facility. Work included preparation of site, grading, utility & stormwater management, drainage, erosion control, and detail plans.

Maher Subdivision & Highlands Homes, Delaware County, PA (Project Engineer 1990)

Mr. Oberman was responsible for the preparation and coordination of all civil engineering, subdivision and construction documents for site development at these sites. Work included preparation of site, grading, utility & stormwater management, drainage, erosion control, subdivision and detail plans.

M&A Subdivision, Burlington County, NJ (Project Engineer 1991) - Mr. Oberman was responsible for the preparation and coordination of all civil engineering, subdivision and construction documents for the site development of this facility. Work included preparation of site, grading, utility & stormwater management, drainage, erosion control, subdivision and detail plans.

300 Horsham Road, Bucks County, PA (Project Engineer 1990) - Mr. Oberman was responsible for the preparation and coordination of all civil engineering construction documents for the site development of this facility. Work included preparation of site, grading, utility, drainage, erosion control, and detail plans. Stormwater management design and the preparation of calculations for

RESIDENTIAL & COMMERCIAL SUBDIVISION RELATED EXPERIENCE (cont.)

retention and detention basin water quality were provided as well.

Shops at Walnut Hill, Chester Heights Borough, Delaware County, PA - Project Engineer responsible for developing a 5.2 acre site which included the construction of four (4) buildings. Supervised the preparation of site, grading, utility, erosion control, and intersection plans, as well as all site-related details and profiles. The design included a stormwater management report, erosion control specifications/sequencing, and horizontal and vertical roadway calculations for PennDOT. Project received all required approvals.

HOSPITAL AND HEALTHCARE RELATED EXPERIENCE

Integrated Healthcare Services, Bound Brook, NJ (Project Manager: 1994)

Mr. Oberman was responsible for the preparation and coordination of all civil engineering construction documents for site improvements at this existing facility. Work included preparation of site, grading, utility & drainage, erosion control, and detail plans. Stormwater management design and the preparation of calculations for retention and detention basin water quality were provided as well. The project received all necessary local, county and state permits and was completed.

Meridian Nursing Center, Voorhees, NJ (Project Manager: 1993)

Mr. Oberman was responsible for the preparation and coordination of all civil engineering construction documents for site improvements at this existing facility. Work included preparation of site, grading, utility & drainage, erosion control, and detail plans. Stormwater management design and the preparation of calculations for retention and detention basin water quality were provided as well. The project received all necessary local, county and state permits and was completed.

Rancocas Hospital – Willingboro, NJ (Project Manager: 1992)

Mr. Oberman was responsible for the preparation and coordination of all civil engineering construction documents for site improvements at this existing facility. Work included preparation of site, grading, utility & drainage, erosion control, and detail plans. Stormwater management design and the preparation of calculations for retention and detention basin water quality were provided as well. The project received all necessary local, county and state permits and was completed.

Genesis Healthcare – Mercerville Center, Riverstreet Manor, Pennypack, Southern Ocean, Crestview, and North Cape Facilities (Project Manager: 2006 - Present)

Mr. Oberman was responsible for the preparation and coordination of all civil engineering construction documents for site improvements at these existing facilities. Work included preparation of site, grading, utility & drainage, erosion control, and detail plans. Stormwater management design and the preparation of calculations for retention and detention basin water quality were provided as well. The project received all necessary local, county and state permits and was completed.

VA Hospital – City of Philadelphia

Mr. Oberman was responsible for the preparation and coordination of all surveying and civil engineering construction documents for the proposed building and parking expansion at this existing facility. Work included preparation of site, grading, utility & drainage, erosion control, and detail plans. The project received all necessary local, county and state permits and was completed.

HOSPITAL AND HEALTHCARE RELATED EXPERIENCE (cont.)

Virtua Medical Offices – Pemberton, NJ

Mr. Oberman was responsible for the preparation and coordination of all surveying and civil engineering construction documents for the proposed building and parking expansion at this existing facility. Work included preparation of site, grading, utility & drainage, erosion control, and detail plans. Stormwater management design and the preparation of calculations for retention and detention basin water quality were provided as well. The project received all necessary local, county and state permits and was completed.

Elmer Hospital – Borough of Elmer, Cumberland County, NJ (Project Manager)

Mr. Oberman was responsible for the preparation and coordination of all surveying and civil engineering construction documents for the proposed building and parking expansion at this existing facility. Work included preparation of site, grading, utility & drainage, erosion control, and detail plans. The project received all necessary local, county and state permits and was completed.

Wyomissing Animal Hospital – Wyomissing, PA (Project Engineer)

Mr. Oberman was responsible for the preparation and coordination of all civil engineering construction documents for site improvements of a new hospital and parking facility. Work included preparation of site, grading, utility & drainage, erosion control, and detail plans. The project received all necessary local, county and state permits and was completed.

Rancocas Hospital – Willingboro, NJ (Project Manager: 1992)

Mr. Oberman was responsible for the preparation and coordination of all civil engineering construction documents for site improvements at this existing facility. Work included preparation of site, grading, utility & drainage, erosion control, and detail plans. Stormwater management design and the preparation of calculations for retention and detention basin water quality were provided as well. The project received all necessary local, county and state permits and was completed.

Andorra Woods Rehabilitation Facility, Plymouth Meeting, PA

Mr. Oberman was responsible for the preparation and coordination of all civil engineering construction documents for the facility expansion and related parking. Work included preparation of site, grading, utility & drainage, erosion control, and detail plans. Stormwater management design and the preparation of calculations for retention and detention basin water quality were provided as well. The project received all necessary local, county and state permits and was completed.

SCHOOL AND CHURCH RELATED EXPERIENCE

Rowan University, Center Expansion – Glassboro, NJ

Mr. Oberman was assigned as the Project Manager responsible for directing the development of site engineering documents for a new student recreation center and related walks and parking. The work included field surveys, along with site, grading, utility, drainage and erosion control plans. The project received all necessary local, county and state permits and was completed.

LaSalle University, Hayman Center Expansion - Philadelphia, PA

Mr. Oberman was assigned as the Project Manager responsible for directing the development of site engineering documents for an expansion of the Hayman Athletic Center and Wister Street parking facility. The work included field surveys, along with site, grading, utility, drainage and

SCHOOL AND CHURCH RELATED EXPERIENCE (cont.)

erosion control plans. The project received all City of Philadelphia permits and was completed.

Drexel University, University City Conference Center - Philadelphia, PA

Mr. Oberman was assigned as the Project Manager responsible for directing the development of site engineering documents for a new conference center. The work included field surveys, along with site, grading, utility, drainage and erosion control plans.

Garden State Islamic Center - Vineland, PA

Mr. Oberman was assigned as the Project Manager responsible for directing the development of site engineering documents for a new worship center and parking facility. The work included field surveys, along with site, grading, utility, drainage and erosion control plans. The project received all necessary local, county and state permits and was completed.

Fellowship Baptist Church – Mount Laurel, NJ

Mr. Oberman was assigned as the Project Manager responsible for directing the development of site engineering documents for an expansion of the existing worship center and parking facilities. The work included field surveys, along with site, grading, utility, drainage and erosion control plans. The project received all necessary local, county and state permits and was completed.

Maranatha Tabernacle – Moorestown, NJ

Mr. Oberman was assigned as the Project Manager responsible for directing the development of site engineering documents for an expansion of the worship center and parking facilities. The work included field surveys, along with site, grading, utility, drainage and erosion control plans. The project received all necessary local, county and state permits and was completed.

True Church of Christ, Westampton, NJ

Mr. Oberman was assigned as the Project Manager responsible for directing the development of site engineering documents for a new worship center and parking facility. The work included field surveys, along with site, grading, utility, drainage, wetlands, and erosion control plans. The project received all necessary local, county and state permits and was completed.

Lewes Presbyterian Church, Lewes, DE

Mr. Oberman was assigned as the Project Manager responsible for directing the development of site engineering documents for an expansion of the worship center and parking facility. The work included field surveys, along with site, grading, utility, drainage and erosion control plans. The project received all necessary local, county and state permits and was completed.

Lighthouse Community Center, Philadelphia, PA

Mr. Oberman was assigned as the Project Manager responsible for directing the development of site engineering documents for a new community center and parking facility. The work included field surveys, along with site, grading, utility, drainage and erosion control plans.

Greentree Ministries, Egg Harbor, NJ

Mr. Oberman was assigned as the Project Manager responsible for directing the development of engineering documents for the construction of a sewer main extension for the existing facility.

The Goddard Schools, Multiple sites in New Jersey and Pennsylvania

Mr. Oberman was assigned as the Project Manager responsible for directing the development of site engineering documents for an expansion of the existing worship center and parking facility. The work included field surveys, along with site, grading, utility, drainage, erosion control plans and details. The projects received all necessary local, county and state permits and were completed.

RAILROAD RELATED EXPERIENCE

Lehigh Valley mainline track realignment, Treichlers, PA - responsible for the design of track improvements to the existing mainline to accommodate a new rail siding. Specific responsibilities included his preparation of preliminary and final design which included horizontal and vertical geometry, plan and profile sheets and details in addition to site grading and drainage improvements.

Vandalia Railroad connection, Vandalia, OH - responsible for the design of track improvements to create a new connection between CONRAIL & Vandalia RR. Specific responsibilities included his preparation of preliminary design documents which included horizontal and vertical geometry, plan and profile sheets and details.

Bristol Yard Track Modifications and New Connection to AMTRAK, Bristol, PA - responsible for the survey and design of track improvements to Bristol Yard which included two new tracks and a connection track to Amtrak, [approximately 3000 feet in total). Specific tasks included the fieldwork, preparation of preliminary design including horizontal and vertical geometry, cross-sections and profile sheets, and cost estimate.

Croxtan Yard Container Terminal - Jersey City, NJ (Project Engineer: 1985-1986)

Mr. Oberman was responsible for the design of improvements to the terminal that would accommodate the increasing demand for container terminals in the east. Specific responsibilities included his preparation of several preliminary designs (which included a new entrance way, site improvements, unloading/loading tracks, storage tracks, parking areas, lighting, etc.), cost estimates, survey supervision, and sitework details such as paving, fencing, track profiles, drainage, grading, utilities and erosion control.

Portside Trailvan Terminal - Port Elizabeth, NJ (Project Engineer: 1987)

Mr. Oberman was assigned as the Project Engineer for this assignment which included the design of entrance improvements and expansion of the terminal parking area in order to eliminate operational problems. Mr. Oberman's specific areas of responsibility included the preparation of horizontal and vertical alignment of the entrance road, pavement design, grading, storm drainage improvements, fencing and striping plans.

Chrysler Automobile Terminal - Newark, DE (Project Track Engineer: 1988)

Mr. Oberman was responsible for designing a 27-acre expansion of an existing 31-acre automobile terminal. Duties included horizontal and vertical alignment of approximately 1500 LF of new track, detailed drainage report that included 4000 LF of new pipe and swales, and related sitework (i.e. drives and parking, grading, lighting, earthwork, cross-sections, drainage, etc.).

New Material Storehouse, Canton Yard, Canton, OH (Project Track Engineer: 1988)

Mr. Oberman was responsible for track realignments and the construction drawings for a new building, parking and utilities. Duties included horizontal and vertical alignment of approximately 500 LF of track, and related sitework (i.e. drives and parking, grading, lighting, earthwork, cross-sections, drainage, etc.)

RAILROAD RELATED EXPERIENCE (cont.)

Lee County Landfill, Bishopville, SC - responsible for the design of track improvements to the existing railyard to accommodate the increasing demand for new rail service from New York. Specific responsibilities included his preparation of preliminary and final design which included horizontal and vertical geometry, plan and profile sheets and details in addition to site grading and drainage improvements.

SMALL DAM DESIGN RELATED EXPERIENCE

Garden State Land Group, Lakeside at Medford Dams- Medford, Burlington County, NJ (Project Manager: 1989-1991) Mr. Oberman was responsible for the engineering services that were needed to complete the design, inspection and construction, along with all required approval acquisitions, for six recreational earthen dams that are located within a 65-acre single-family residential development. Work included the preparation of dam modification plans (grading, piping, structures, details, erosion control, etc.), as well as all supporting hydrology and hydraulic calculations (including flood routing calculations and backwater analysis for permits) using DAMBRK, HEC-1, HEC-2, TR 55, HEC-19, and HEC-20 and HY-8.

Specifications, safety inspections, development of an operation and maintenance manual, and the completion of submissions to NJDEP and local authorities were completed in accordance with dam safety regulations. The project received all necessary permits and approvals and was constructed.

CONSTRUCTION SURVEYING RELATED EXPERIENCE

PSE&G BET Project – Mercer Generating Station – Trenton, NJ (Project Manager 2008-2009)
Mr. Oberman is the Project Manager for survey services that are being provided during the construction of this multi-faceted and complex air pollution control project. Work includes the establishment and maintenance of project horizontal and vertical control, layout of proposed facilities, verifying as-built conditions, checking plumbness, locating utilities, concrete and steel layout, clearances, and small topographic surveys.

NRG – Indian River Power Plant – Dagsboro, DE (Project Manager 2008-2009)
Mr. Oberman is the Project Manager for survey services that are being provided during pre-design and construction of a proposed pollution control project. Work included establishment of project horizontal and vertical control, topographic survey, wetlands delineation and basemapping. Responsibilities included GPS work, topographic survey and establishing project control.

OTHER CONSTRUCTION SURVEY RELATED PROJECTS:

- Various CONRAIL and AMTRAK railroad facilities
- Various PPL power distribution facilities
- Various Philadelphia region Post Office facilities
- Ravenswood & Hoeganaes Landfills
- SUNOCO Refineries
- Willow Grove Naval Air Station
- Southard Street and Baird Boulevard Bridges

SPECIALIZED TRAINING

- ASCE Training - Hydrologic Modeling Using HEC - HMS (similar to HEC-1, HEC-2, HEC-RAS, and TR-55 training)
- Rutgers University - Stormwater Management Design
- Holophane - Visual [Roadway] Lighting Training
- Holophane - Security Lighting Training
- 40-hour OSHA HAZWOPER Training

SCHOOL AND SYNAGOGUE RELATED EXPERIENCE (cont.)

16020 – Williams Street Synagogue, Lakewood Twp, Ocean, NJ - responsible for the preparation and coordination of all civil engineering construction documents for the site development of a new 2-story 4,400 SF synagogue and related parking and drives on a ½ acre. Work included preparation of site, grading, utility, drainage, landscape, lighting, erosion control, and detail plans. Stormwater management design and calculations for onsite recharge basins.

16120 – Delaware Trail Synagogue, Lakewood Twp, Ocean, NJ - responsible for the preparation and coordination of all civil engineering construction documents for the site development of a new 17,500 SF synagogue and related parking and drives on a 2.3 acres. Work included preparation of site, grading, utility, drainage, landscape, lighting, erosion control, road widening cross-sections and detail plans. Stormwater management design and calculations for onsite recharge basins.

17001 – Oak Street Daycare, Lakewood Twp, Ocean, NJ - responsible for the preparation and coordination of all civil engineering construction documents for the site development of a new 2-story 6,000 SF daycare facility and related parking and drives on one acre. Work included preparation of site, grading, utility, drainage, landscape, lighting, erosion control, new road profiles, cross-sections and detail plans. Stormwater management design and calculations for onsite recharge basins and street drainage.

16252 – James Street Synagogue, Lakewood Twp, Ocean, NJ - responsible for the preparation and coordination of all civil engineering construction documents for the site development of a new 2-story 4,000 SF synagogue and related parking and drives on a ¼ acre. Work included preparation of site, grading, utility, drainage, landscape, lighting, erosion control, and detail plans. Stormwater management design and calculations for onsite recharge basins.

15156 – Edgecomb Avenue Schools, Lakewood Twp, Ocean, NJ - responsible for the preparation and coordination of all civil engineering construction documents for the site development of two new school buildings and a dormitory and related parking and drives on a 1.2 acres. Work included preparation of site, grading, utility, drainage, landscape, lighting, erosion control, road profiles and cross-sections, and detail plans. Stormwater management design and calculations for onsite recharge basins.

17128 – Pine Street School, Lakewood Twp, Ocean, NJ - responsible for the preparation and coordination of all civil engineering construction documents for the site development of a new 2-story 20,000 SF school facility and related parking and drives on 2.5 acres. Work included preparation of site, grading, utility, drainage, landscape, lighting, erosion control, and detail plans. Stormwater management design and calculations for onsite recharge basins.

17095 – Locust Street School, Lakewood Twp, Ocean, NJ - responsible for the preparation and coordination of all civil engineering construction documents for the site development of a new 2-story 17,000 SF school facility and related parking and drives on one acre. Work included preparation of site, grading, utility, drainage, landscape, lighting, erosion control, and detail plans. Stormwater management design and calculations for onsite recharge basins.

16032 – Cross Street School, Lakewood Twp, Ocean, NJ - responsible for the preparation and coordination of all civil engineering construction documents for the site development of a new 2-story 10,000 SF school and gymnasium and related parking and drives on one acre. Work included preparation of site, grading, utility, drainage, landscape, lighting, erosion control, and detail plans. Stormwater management design and calculations for onsite recharge basins.

RESIDENTIAL SUBDIVISION & COMMERCIAL RELATED EXPERIENCE (cont.)

14812 – Ridge Avenue School & Residential Subdivision, Lakewood Twp, Ocean, NJ - responsible for the preparation and coordination of all civil engineering construction documents for the site development of a new school, 28 residences and related drives and parking on 4.7 acres. Work included preparation of site, grading, utility, drainage, landscape, lighting, erosion control, street and road profiles, and detail plans. Stormwater management design and calculations for onsite recharge basins.

16034 Bergen Avenue Residential Subdivision, Lakewood Twp, Ocean, NJ - responsible for the preparation and coordination of all civil engineering construction documents for the site development of 19 duplex units and related street and parking on 2.3 acres. Work included preparation of site, grading, utility, drainage, landscape, lighting, erosion control, road profiles and cross-sections, and detail plans. Stormwater management design and calculations for onsite recharge basins and street drainage.

16217 – Cross Street Residential Subdivision, Lakewood Twp, Ocean, NJ - responsible for the preparation and coordination of all civil engineering construction documents for the site development of 18 duplex units and related street and parking on 3.3 acres. Work included preparation of site, grading, utility, drainage, landscape, lighting, erosion control, road profile and cross-sections, and detail plans. Stormwater management design and calculations for onsite recharge basins and street drainage.

14898 – Amsterdam Avenue Residential Subdivision, Lakewood Twp, Ocean, NJ - responsible for the preparation and coordination of all civil engineering construction documents for the site development of 10 duplex lots and related streets and parking on 2.3 acres. Work included preparation of site, grading, utility, drainage, landscape, lighting, erosion control, road profile and cross-sections, and detail plans. Stormwater management design and calculations for onsite recharge basins.

17107 – Albert Run Major Residential Subdivision, Lakewood Twp, Ocean, NJ - responsible for the preparation and coordination of all civil engineering construction documents for 42 duplex lots and synagogue on 15.2 acres. Work included preparation of site, grading, utility, drainage, landscape, lighting, erosion control, road profiles and cross-sections, and detail plans. Stormwater management design and calculations for onsite recharge basins.

15136 – Locust Street Major Residential Subdivision, Lakewood Twp, Ocean, NJ - responsible for the preparation and coordination of all civil engineering construction documents for 74 duplex lots on 8.4 acres. Work included preparation of site, grading, utility, drainage, landscape, lighting, erosion control, road profiles and cross-sections, and detail plans. Stormwater management design and calculations for onsite recharge basins.

17345 – Hope Chapel Road Major Residential Subdivision, Lakewood Twp, Ocean, NJ - responsible for the preparation and coordination of all civil engineering construction documents for 5 residential lots on 1.5 acres. Work included preparation of site, grading, utility, drainage, landscape, lighting, erosion control, street profile and cross-sections, and detail plans. Stormwater management design and calculations for onsite recharge basins.

16071 – Massachusetts Avenue Major Residential Subdivision, Lakewood Twp, Ocean, NJ - responsible for the preparation and coordination of all civil engineering construction documents for 32 duplex lots on 4.1 acres. Work included preparation of site, grading, utility, drainage, landscape, lighting, erosion control, street and road profiles, and detail plans. Stormwater management design and calculations for onsite recharge basins.

16229 – Pine Street Office Building, Lakewood Twp, Ocean, NJ - responsible for the preparation and coordination of all civil engineering construction documents for the site development of a 4-story office building and related parking and drives on 3.6 acres. Work included preparation of site, grading, utility, drainage, landscape, lighting, erosion control, and detail plans. Stormwater management design and calculations for onsite recharge basins.

16061 – Ocean Avenue Office Building, Lakewood Twp, Ocean, NJ - responsible for the preparation and coordination of all civil engineering construction documents for the site development of a 3-story office building and related parking and drives on 3.1 acres. Work included preparation of site, grading, utility, drainage, landscape, lighting, erosion control, and detail plans. Stormwater management design and calculations for onsite recharge basins.

16249 – Airport Road Warehouses, Lakewood Twp, Ocean, NJ - responsible for the preparation and coordination of all civil engineering construction documents for the site development of 4 warehouse buildings totaling 115,000 SF with related parking and drives on 6.5 acres. Work included preparation of site, grading, utility, drainage, landscape, lighting, erosion control, and detail plans. Stormwater management design and calculations for onsite recharge basins.

Drake C. Stinson, PE, CME, LEED AP

Newlines Engineering & Survey

DrakeS@NewlinesCo.com

Qualifications

Years of Experience: 37

Education: Bachelor in Science Civil Engineering (BSCE), 1985
New Jersey Institute of Technology, Newark, New Jersey

Associate in Science, Technical Studies, 1981
Edison Community College, Fort Myers, Florida

Surveying Certificate, and Drafting and Design Certificate, 1981
Edison Community College, Fort Myers, Florida

Numerous Continuing Education Short Courses
Rutgers University, New Brunswick, New Jersey

Licenses and Accreditations: New Jersey Professional Engineer (NJPE)
New York Professional Engineer (NYPE)
Pennsylvania Professional Engineer (PAPE)
Leadership in Energy and Environment Design Accredited Professional (LEED AP)
New Jersey Certified Municipal Engineer (NJ CME)
Member American Society of Civil Engineers (ASCE)

Engineering Project Experience

2019 – Current Newlines Engineering and Survey, Senior Civil Engineer

Principal engineer responsible for design, approvals and permitting for site plan and subdivision projects for residential and commercial developments.

2018 – 2019 Borton-Lawson Engineering, Senior Civil Engineer, Bethlehem, PA

Project manager responsible for design and construction of large-scale, commercial and industrial development projects. Providing construction administration services for very large, national warehouse developer. Responsible for engineering oversight and quality control reviews for the Land Planning and Design group. Design of innovative stormwater management facilities including spray irrigation for discharge of stormwater.

2015- 2018, Papillon & Moyer, Chief Engineer, Stroudsburg, PA

Responsible for business development, engineering design and permitting for site development projects in Pennsylvania. Prepared erosion and sediment control plans and gained approvals for land development

projects. Prepare construction proposals for large-scale site construction projects and provide engineering expertise in the construction of project. Coordinated construction engineering services for resorts and parks.

2014-2015, Stinson Engineering Associates, LLC, President, Blairstown, NJ

Sole proprietor for consulting engineering firm providing a variety of civil engineering services including land subdivision, site engineering for residential developments and forensic investigative reports. Prepared engineering design of small dams in New Jersey and gain NJDEP Dam Safety permits for dam construction.

2014-2014, RKR Hess, a Division of UTRS, Inc., Project Manager, East Stroudsburg, PA

Senior technical engineer responsible for design of wastewater treatment plant upgrades to the Mount Pocono Municipal Authority wastewater treatment plant in Mount Pocono, PA. Upgrades included design of precast, post-tensioned concrete influent equalization tank, sequential batch reactor decant equalization tank and two (2) glass-coated, bolted-steel, treated, irrigation-water storage tanks. As Project Manager, prepared civil engineering for dams and subdivision projects.

2010 – 2014, Mayo, Lynch and Associates, Inc., Chief Engineer/ Senior Associate, North Bergen, NJ

As Consulting Engineer of Record for the Jersey City Municipal Utilities Authority, project management included large-scale, water and wastewater infrastructure projects. Representative projects include the \$4M Split Rock Reservoir Dam Improvements, \$1M Boonton Reservoir Low Level Drain Improvements and the NJ Environmental Trust-funded Replacement of the \$4M Brown Place combined sewers. Municipal Township Engineer for Weehawken, NJ responsible for design and construction of NJDOT Transportation Grant projects. Engineering project management, design and construction management of projects for Clarkstown, NY including \$2.3M Congers Lake Earthen Dam improvements, \$1M Gilchrest Road Sewer Relocation, \$1.2M Congers Lake North Trail and the \$5M 4,800 ft. long West Trail including structural plastic boardwalk for vehicle loads. Principal professional engineer in charge committed to quality and accuracy for the firm.

2012 - 2013, NER West, Forensic Engineer, NY and NJ

Conducted inspections for physical evidence of structural damage to residential buildings due to Hurricane Sandy in New York and New Jersey. Prepared forensic analysis reports identifying and quantifying flood damage in accord with FEMA guidelines.

2006 - 2009, Bertin Engineering Associates, Inc., Engineering Manager, Glen Rock, NJ

Supervised and managed the Engineering and CAD Departments. Managed, designed and gained approvals for numerous land development projects including commercial developments such as Walgreens, gas stations, fast food restaurants, Kohl's department stores and a variety of residential housing projects. Developed new business clients and maintained several core clients. Provided municipal, county and state professional testimony and gained numerous regulatory approvals throughout northern NJ and lower NY.

2004 - 2006, El Associates, Inc., Civil Engineering Section Chief, Cedar Knolls, NJ

Principal-in-charge for the Civil Engineering Section of an A/E firm responsible for civil site engineering for a variety of clients. Responsible for industrial projects such as new 1-mile PVC water service line and acid-base neutralization facility for Hercules in Parlin, NJ, water connection and meter pit for Church and Dwight, Cranbury, NJ and various spill containment projects for BJ Castrol throughout the US. NJ School Construction Corp. funded projects included school site plan designs and athletic fields. Design of synthetic turf athletic fields for Harrison High School, Metuchen High School, Newton High School and Madison High School. A highlight project was being the Civil LEED AP for the Design-Build and the honor in participating in the LEED Gold Certified Summerfield Elementary School in Neptune, NJ.

2002 - 2004, Naik-Prasad, Inc., Civil Engineering Department Head, Edison, NJ

As head of the civil engineering group, obtained, managed and designed drainage and transportation engineering projects for the municipality of Plainfield, NJ.

2001 – 2002, H2M Associates, Inc., Senior Project Manager, Totowa, NJ

Municipal engineering services provided included preparation of NJDOT Transportation Grant applications, design and construction management of roadway projects.

1996 - 2001, TAMS Consultants, Inc. (Earthtech), Civil Engineer, New York, NY

Civil engineer responsible for design and project management for very large-scale projects including Waste Management's truck-to-rail, 3,000 tons per day, solid waste transfer station in Bronx, NY. Airport engineering included airside and landside improvements at Continental Airlines' Terminal C Global Gateway Expansion at Newark Liberty Airport. Landside improvements included detailed XP-SWMM hydraulic analysis and design of three 32-inch dia. vertical turbine stormwater pumps protecting Terminal C. Airside improvements included design of an innovative water quality facility treating 100-acres of impervious taxiway to just 12 ppm oil and grease discharge. Obtained NJDEP Flood Hazard Area permits for Continental including the \$50M Adam's Ditch enclosure project required for the airport expansion. Led teams of engineers for design work at the United Airlines Air Cargo buildings at JFK.

1994 - 1996, Stinson Engineering Associates, Principal/Owner, Sparta, NJ

Sole proprietor for engineering firm designing residential septic disposal systems and water supply projects.

1993 - 1994, Cerenzio & Panaro, P.C. Environmental Project Manager, Franklin, NJ

Designed wastewater treatment and solid waste engineering projects for the Sussex County Municipal Utilities Authority, in NJ. As certified underground storage tank professional, designed and permitted UST removals.

1985 - 1993, Goodkind & O'Dea, Inc. (Dewberry), Engineer/Senior Engineer, Rutherford, NJ

Started with the firm during my last year of undergraduate studies, quickly advanced from Engineer to Senior Engineer and Project Manager, and gained my PE license. Acquired solid engineering skills on highway design projects, including the private Dulles Toll Road project and numerous NJDOT and NJ Turnpike projects. Ultimately specializing in water related projects. Became expert at water supply engineering, sanitary sewer projects and water resources.

PENELOPE A. GRIBER
ENVIRONMENTAL PROJECT MANAGER

Newlines Engineering & Survey

315 Monmouth Ave, Suite 205, Lakewood, Nj 08701

Telephone: 732-994-4900, ext. 109

E-mail: PG@newlinesco.com

EDUCATION: DEGREE/SPECIALIZATION/SCHOOL

BA Degree, Athens State University, Athens, Ala.

Certification in Methodology of Wetlands Delineation - 1989 Federal Manual and 1987 Army Corps of Engineers Wetlands Delineation Manual, Rutgers University, Cook College Continuing Professional Education Program – Certified in 1990 and 1995

Proficient in use of: Geographic Information System (GIS) digital data for environmental analysis and map making (ArcView GIS)

AFFILIATIONS

- Founding and Former Member of Bay Head, N.J., Environmental Commission (1987-1990)
- Former Co-Chair, Barnegat Bay Estuary Program (BBEP) Science & Technical Advisory Committee (1995-2003)
- Former Member Barnegat Bay Estuary Program Management Committee (1995-2003)
- Former Vice-President (1998-2001) and Former Board of Directors member (1997-2003) of Monmouth/Ocean Development Council (MODC)
- Former Chairperson of MODC Energy & Environment Committee

EXPERIENCE AND QUALIFICATIONS

Ms. Griber began her environmental career in 1985 and has worked with four well-known NJ engineering firms since then. She has recently joined (June 2022) Newlines Engineering & Survey to provide environmental services to the firm.

ENVIRONMENTAL COURSES - RUTGERS UNIVERSITY, COOK COLLEGE, CONTINUING PROFESSIONAL EDUCATION PROGRAM:

- Soil Erosion & Sediment Control
- Basic Hydrology
- Stream Encroachment Analysis
- Hydrology of New Jersey Wetlands
- NJDEP Permits
- Groundwater Resource Management
- Hydric Soils
- Wetlands Plant Identification
- Certification in Methodology of Wetlands Delineation
- Environmental Audits and Site Assessments
- Applied Soil Science for Hazardous Materials
- Researching/Writing/Analyzing Environmental Impact Statements
- Advanced Wetlands Delineation
- Management and Regulation of Dredging Activities

- Threatened and Endangered Species in NJ: Regulations, Identification & Assessment
- Fundamentals of ArcView GIS
- Advanced Desktop Mapping using ArcView GIS
- Environmental Analysis using ArcView GIS
- Soils and Site Evaluations For Septic Disposal Systems
- Freshwater Wetlands Construction Techniques

During her professional career, she gained field knowledge of wetlands delineation, site environmental constraints and regulatory expertise through

- Permits for various NJDEP Statewide General and Individual Wetlands Permits
- Letters of Interpretation for sites ranging from a single-family lot to a 500-acre tract
- Waterfront Development and CAFRA Permits
- Army Corps of Engineers Jurisdictional Determinations, Nationwide and Individual Permits
- Environmental Impact Statements for Planning Board review, New Jersey School Construction Corporation review, New Jersey Department of Environmental Protection review, and other regulatory agency review
- Phase I Environmental Site Assessments for real estate purchase and financing due diligence and Preliminary Assessments for private clients and government agency project financing
- Evaluation and classification of soils in the field, and preparation of Soil Logs for determination of suitability of a site for placement of septic disposal systems and infiltration basin design
- Designing and monitoring wetlands mitigation projects

She provides clients with design recommendations and environmental testimony for various municipal, County and State agencies (including Pinelands Commission), and obtains State environmental construction permits for a wide variety of private clients. She is also one of the two co-founders of the Bay Head, N.J. Environmental Commission and wrote the Natural Resource Inventory for the town.

Among the hundreds of NJDEP permits she has obtained, permits for the following projects had notably *significant environmental issues*:

- CAFRA Permit and Freshwater Wetlands permits for Cedarbridge Corporate Park in Lakewood, N.J., on property with potential for several Threatened and Endangered species of fauna, and contiguous to very large *Swamp Pink* Population. Interaction was required with U.S. Fish and Wildlife Service for permit issuance;
- INDIVIDUAL FRESHWATER WETLANDS PERMIT for widening of Shafto/Wyckoff Road in Monmouth County, N.J. Wetlands Mitigation Plan approval was required from NJDEP;
- INDIVIDUAL FRESHWATER WETLANDS PERMIT for widening of Mansfield Road in Mansfield Township, Burlington County, N.J., and subsequent wetlands mitigation bank contribution approval;
- INDIVIDUAL FRESHWATER WETLANDS PERMIT for Marlboro Manse subdivision in Marlboro Township, N.J. WETLAND MITIGATION PLAN APPROVAL was required from NJDEP;

- INDIVIDUAL FRESHWATER WETLANDS PERMIT for last section of Leisuretowne Retirement Community in Southampton Township, Burlington County on property with potential for Threatened and Endangered species and significant cultural resources;
- FRESHWATER WETLANDS PERMITS for the Mansfield Farms subdivision in Mansfield Township, Burlington County on property with potential for several Threatened and Endangered species of fauna;
- PINELANDS APPROVAL for large age-restricted residential subdivision containing the potential for several Threatened and Endangered species of flora and fauna, including Sickie-leaved golden aster, Pine Barrens tree frog, Pine snake and Timber rattlesnake, adjacent to the Toms River in Manchester Township, Ocean County;
- INDIVIDUAL FRESHWATER WETLANDS PERMIT, U.S. ARMY CORPS OF ENGINEERS PERMITS AND CAFRA PERMIT for widening of Fischer Avenue in Toms River Township, Ocean County, N.J.
- EMERGENCY CAFRA, WATERFRONT DEVELOPMENT AND FRESHWATER WETLANDS PERMITS for Oyster Creek Nuclear Generating Plant in Lacey Township, Ocean County, for 10-million-dollar security upgrade on property with potential for several Threatened and Endangered species of flora and fauna.
- KOZLOSKI ROAD FRESHWATER WETLANDS MITIGATION MONITORING – APPROVAL BY NJDEP of on-going monitoring of a 2.64 acre created wetlands site as mitigation for INDIVIDUAL WETLANDS PERMIT, including annual reports to NJDEP demonstrating that hydric soils (proof of organic content by weight), vegetation and hydrology exist in support of 85% success rate of project.
- TOMLIN STATION ROAD, COASTAL WETLANDS AND FRESHWATER WETLANDS PERMITS – Coastal and Freshwater Wetlands permits for replacement of two bridges on Tomlin Station Road in Greenwich Township, Gloucester County, in an area with known endangered species.
- Wetlands Mitigation Plan, Tomlin Station Road – APPROVAL OF WETLANDS MITIGATION PLAN for disturbance to coastal wetlands and mitigation of coastal wetlands disturbance for two bridge replacements on Tomlin Station Road in Greenwich Township, Gloucester County.

In 1995, the Barnegat Bay was nominated as one of 28 national estuaries by the United States Congress. In 1996 she was appointed co-chair of the Science and Technical Advisory Committee of the Barnegat Bay Estuary Program, along with co-chair Michael P. DeLuca, who was Senior Associate Director, Rutgers University Institute of Marine and Coastal Sciences at the time. As a member of the Management Committee, she participated in the management of the \$750,000 yearly budget for the program for eight years, and helped to shape management policies for the bay and watershed. She contributed to the preparation of the Comprehensive Conservation Management Plan for the Barnegat Bay estuary, a published document used to secure on-going funding for projects identified as beneficial to the estuary. She is the author of the chapters on “History”, “Land Use” and “Competing Resource Uses” for the Scientific Characterization of the Barnegat Bay, edited by Rutgers University, Institute of Marine and Coastal Sciences (to view the document, go to www.bbep.org www.bbep.org). This document was published jointly by the New Jersey Department of Environmental Protection and the U. S. Environmental Protection Agency in 2000.

Joshua Schmuckler

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Management Skills

New construction: Managing ongoing development and construction projects in office space, retail, office, large subdivisions, and utility plants. Projects focus on long term value in areas that have growing needs to weather market downturns successfully.

- Real Estate investment projects: Identify and structure real estate projects that have strong intrinsic value to survive market fluctuation. Target rising values and markets through utilizing zoning and redevelopment plans.
- Corporate Management: Chief Operations officer of Newlines Engineering and Survey, managing the day to day operations for a 70-person corporation in a fast-moving environment. Balancing budgets, payroll management and overall client management. Personally, built the business from a 7-person small business to a industry leader in NJ.
- Projects and business building result in:
 - Annual significant cost savings
 - Business growth with YOY growth usually 30%-50% or more
 - Procedure streamlining, enhancements, person-hour reductions, cost savings and much more

Personal Highlights

Strong interpersonal, management, leadership and communication skills; can bring people together; goal oriented; consistent and a follow-up person; very down to earth and practical; can handle the tough conversations when necessary and stay comfortable in uncomfortable situations; get the job done; keep an eye on the ball throughout a project. Have a proven track record of people management and productivity results. Possess good work ethics and am totally reliable; work very well with and for others and am a strong team player.

Real Estate

Personal Development & Construction Projects;

- Blue River Development – Residential (25 structures – 96 units + community building):
Purchased large parcel that had an old approval on it with old style and non-marketable for competitive sales. Redesigned the whole development site, structures and architectural plans for units that will meet current market interest. Obtained financing for the full site work and phase 1 of the project which has already been completed and sold (site work and 64 units), phase 2 has begun mobilizing for a spring 2022 construction of final 32 units and community building to be mostly completed in 2022.
- Millville Adult Community – Residential (480 units):

Partnered with one of our clients for this project that was stuck for 10 year. Prepared a financial plan, updated engineering plans and construction schedule. Project is contracted with Ryan Homes for first 240 units that have already begun construction and out sales of the first 2 phases. Ryan Homes has a 36 unit commitment to purchase the readied lots and they are ahead of schedule as the market is moving quickly.

- New Lines Office Tower – Commercial Office Site:
150,000 sq. ft. of office, 700+ parking spaces, 12,500 sq. ft. of maintenance/warehouse and 2 pad sites:
Contracted for an 8.5 acre parcel in the highly sought after business office park of Lakewood, NJ. Prepared engineering and architectural plans and received township approval in March of 2022. Project is moving forward with already tentative lease commitments of half the space and much more interest already in the pipeline.

Work Experience

09/2015 – Current	New Lines NJ COO Partnered with the existing owner for my first takeover and relaunch of an operationally failing engineering firm to recast its mission and develop a long-term business plan. The plan included the following steps: ➤ Focus on solving the operational issues, develop a business flow and process, institute better bookkeeping and collections, separate the business from the technical / professional side ➤ Develop interrelated tasks as additional services (i.e. survey, soil tests, etc...) to enhance customers project experience and reduce time frames from concept to approval ➤ Expand by hiring senior level professionals to expand experience level of overall services The company has been wildly successful to date with some of the following key growth metrics as of year-end 2021: - Employee Count from 4 to almost 70 - Gross Income went from \$200,000 to over \$5,000,000	New Jersey
6/2010 – 09/2015	Kosher Fresh Developed the formation group of a new trucking business from scratch. Instrumental in driving the process, regulations and structural of a multi-million dollar fresh produce trucking company.	Lakewood, NJ
1/2007 – 6/2010	Chai Lifeline Director of hospital services NJ, PA, DE Managed a team of 8 servicing hundreds of family needs throughout the tristate area. Interacted daily with hospital leadership in the largest of the world-class hospitals and enable a staff of 8 and 100 volunteers to operate seemly in servicing patients	Lakewood, NJ
Education & Certifications	Post Graduate Studies, 2003 – 2007 Bachelor of Talmudic Studies BMG, Lakewood, NJ	

YEHUDA UNGAR

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LinkedIn: [linkedin.com/in/yungar](https://www.linkedin.com/in/yungar)

Management Skills

- New construction developer and manager: Completed and ongoing development and construction projects in office space and residential single family and for a large adult community. Projects focus on long term value in areas that have growing needs to weather market downturns successfully.
- Business takeover and turnaround specialist as well as development and expansion: Define process and procedures to change, long-term business expansion and growth plans, manage daily operations, develop new products/services, streamline processes and reduce overhead where possible. Instrumental in growing deal-flow – despite negative market conditions, define operational growth strategy and how to penetrate and capture more market share.
- Real Estate investment projects: Identify and structure real estate projects that have strong intrinsic value to survive market fluctuation. Target rising values and markets that can gain momentum with time.
- Corporate Management: Team manager for the Bank of America's Prime Brokerage Back Office department. Responsibilities included production systems, IT staff, product design, development and operational procedures, implementing new business tools while maintaining a high standard of technical functionality with extreme risk sensitivity. Daily client service to internal and external parties.
- Projects and business takeovers result in:
 - o Annual significant cost savings
 - o Business growth with YOY growth usually 30%-50% or more
 - o Procedure streamlining, enhancements, person-hour reductions, cost savings and much more

Personal Highlights

Strong interpersonal, management, leadership and communication skills; can bring people together; goal oriented; consistent and a follow-up person; very down to earth and practical; can handle the tough conversations when necessary and stay comfortable in uncomfortable situations; get the job done; keep an eye on the ball throughout a project. Have a proven track record of people management and productivity results. Possess good work ethics and am totally reliable; work very well with and for others and am a strong team player.

Real Estate

Development & Construction Projects

- **Nine Ten – Office Building (10,000 square feet):**
Purchased land to develop our initial flagship office building of 10,000 square feet. Handled all aspects of this project from initial design, approval process, financing, construction, leasing and tenant outfitting. Nine Ten has successfully been at full or very high tenancy for over a decade.
- **County Apple – Residential (3 structures – 12 apartments):**
Purchased multiple parcels of land to develop a commercial retail and office strip (target 25,000 – 35,000 square feet). Project was ready for public hearing when one of the parcels decided not to sell. I shifted the project to a residential cul-de-sac and obtained approvals. Waited for market downturn to correct itself and then managed the project through construction and out-sales for a profit.
- **Blue River Development – Residential (25 structures – 96 units + community building):**
Purchased large parcel that had an old approval on it with old style and non-marketable for competitive sales. Redesigned the whole development site, structures and architectural plans for units that will meet current market interest. Obtained financing for the full site work and phase 1 of the project which has already been completed and sold (site work and 64 units), phase 2 has begun mobilizing for a spring 2022 construction of final 32 units and community building to be mostly completed in 2022.
- **Millville Adult Community – Residential (480 units):**
Partnered with one of our clients for this project that was stuck for 10 year. Prepared a financial plan, updated engineering plans and construction schedule. Project is contracted with Ryan Homes for first 240 units that have already begun construction and out sales of the first 2 phases. Ryan Homes has a 36 unit commitment to purchase the readied lots and they are ahead of schedule as the market is moving quickly.
- **New Lines Office Tower – Commercial Office Site:**
150,000 sq. ft. of office, 700+ parking spaces, 12,500 sq. ft. of maintenance/warehouse and 2 pad sites:
Contracted for an 8.5 acre parcel in the highly sought after business office park of Lakewood, NJ. Prepared engineering and architectural plans and received township approval in March of 2022. Project is moving forward with already tentative lease commitments of half the space and much more interest already in the pipeline.

Work Experience

11/2020 – Current

Electrex (formerly Eli's Electrical)

New Jersey

President & CEO

At the same time as the plumbing opportunity presented itself, we have been working for a few years with Eli's Electrical as a possible takeover and turn-around. The time seemed right and we prepared for a 2021 transition into the new entity and business focus.

Some of the areas we improved were:

- Cleaned up horrible business practices and replaced them with sound documentation for proposals, job tracking, billing and collections.
- Reduced accounts receivables from over \$1,000,000 to a more manageable \$200,000
- Resolved all debt and credit issues to improve relationships with vendors and keep them up to date
- Enhanced the proposal process to ensure no jobs are taken at a loss



10/2020 – Current	Alpine Plumbing Group (start-up) New Jersey President & CEO With the HVAC business growing at a healthy year over year pace and an opportunity to open a plumbing department to capture more of the trade business we launched a new plumbing division that would focus on service and new construction at the same time thereby giving our current customers a single destination for all hvac and plumbing needs. With a backbone of HVAC we were able to build the team and grow the company exponentially faster than typical startups. Going into year 2 we already have a field team of 10 and sales continue to grow.
9/2020 – Current	Stitch & Sew (retail) New Jersey COO Stitch & Sew is a community icon having been established by the owner's parents over 70 years ago. A fabric and sewing super center and one of a kind in the state of New Jersey. We planned and purchased this business and the land with the assistance of an SBA loan and have fully modernized the layout, focus and computerizing of the tens of thousands of SKU's. With the redesign and new layout receiving major reviews from our customers and the entire community we are now expanding into bridal and online to further expand our reach of what and who we serve.
6/2018 – Current	Alpine Air HVAC New Jersey President & CEO Similar to other projects, I was contacted to shakeup a stagnant and operationally flawed company with underlying strong fundamentals. After reviewing the company I focused on the following: ➤ Initially, I changed the look, feel and dynamics of the company to bring it up to date. Including logos, tag lines, clothing, etc... ➤ Next I focused on improving the quoting and proposal process. This would increase our odds of winning new jobs by building an estimating department using up to date software and enhancing our proposal layouts, this allows clients to get comfortable with the job we are quoting. ➤ I also added a full staff for a sales, bookkeeping and collections department. This would make sure we target profitable prospects, manage and collect all appropriate invoices, manage our accounts payable and finally avoid non-paying clients in the future. ➤ Finally, we launched a full scale service department with a fleet of experienced technicians. This would expand our presence, gain name recognition and capture real market share. ➤ As of year-end 2021 we have multiplied our sales by over 300% and our staff by 10x.
12/2014 – Current	New Lines NJ New Jersey President & CEO Partnered with the existing owner for my first takeover and relaunch of an operationally failing engineering firm to recast its mission and develop a long term business plan. The plan included the following steps: ➤ Focus on solving the operational issues, develop a business flow and process, institute better bookkeeping and collections, separate the business from the technical / professional side ➤ Develop interrelated tasks as additional services (i.e. survey, soil tests, etc...) to enhance customers project experience and reduce time frames from concept to approval ➤ Expand by hiring senior level professionals to expand experience level of overall services The company has been wildly successful to date with some of the following key growth metrics as of year-end 2021: - Employee Count from 4 to almost 70 - Gross Income went from \$200,000 to over \$5,000,000
6/2006 – 10/2009	Special Project – Denovo Bank – Formation Project Manager Lakewood, NJ Developed the formation group of a new community bank from initial concept to pre-application status. My responsibility as project manager was to push this project forward and be involved in every aspect of a denovo bank. With time, I researched every aspect of a denovo bank formation requirements, regulations and tasks and launched the project single-handily. Instrumental in driving the process, meeting with regulators, inviting and on-boarding investors, organizers and board members. I also developed the site selection plan and met with ACBB, directed a lengthy and rigorous interview process to fill the CEO position. Due to other business initiatives and time constraints, I stepped out of this project and watched as it was successfully launched.
2/2007 - Present	TOMA Abstract Title Agency & Real Estate Services Lakewood, NJ President, COO & Business Development Joined satellite title agency to define, strategize and execute a long term business expansion plan. Additional responsibilities included day-to-day business operations and employee management. Business Planning, Strategy & Successes Outlined a business plan to incrementally grow the company holistically and move it from a title agency sales office to a fully independent real estate agency and services company with a wide range of growing products and services such as tax strategies and real estate development. • Executed a product expansion phase by bringing on-board specialists for specific products and by launching a real estate brokerage and development department subsidiary

- TOMA Real Estate is still an active and profitable real estate agency serving the local Lakewood, NJ market and surrounding towns
- Successfully coordinated the establishment of a new independent title agency in early 2008 licensed currently in five states with three underwriters. In 2016 began a phased out plan to change the business model to sales only with no operational overhead, the business continues to be profitable
- Initiated multiple commercial development projects; many successfully approved and completed with more in various stages of approval and/or construction

Product Development

Outlined a multi-year plan to research and develop additional products and services to enhance client satisfaction as a one-stop-shop real estate services firm. To-date successfully implemented the following products and services:

- | | |
|--------------------------|----------------------------|
| - §1031 Exchange | - Real Estate Development |
| - Cost Segregation Study | - Real Estate Construction |
| - Real Estate Brokerage | |

Operations and Site Manager

- Managed daily employee activity as well as long term career planning and growth (new training, licensing, ongoing credits, etc.)
- Improved complex real estate transaction process by streamlining tasks, status check points and implementing a file ownership model
- Currently manage the financial functions such as budget, expenses, payroll and real estate transaction disbursements

1/2001 – 1/2007

Bank of America – Prime Brokerage Services

New York, NY

Principal

Reference Data – Research

Headed up a new research project within Prime Brokerage technology on current reference data capturing procedures, data management systems, data warehousing and streamlining data access/messaging for various departments and business lines. Detailed multitude capturing techniques, redundant access points and repetitive warehousing. Prepared conceptual vision to streamline all reference data capture/access points, real-time messaging data bus and open environment for current and future requirements.

Prime Brokerage Services – Back Office Manager

Prime Brokerage Back Office consists of real-time trade processing, client allocation, bookkeeping, reconciliation, end-of-day compliance oversight, client and in-house reports, and the building and maintenance of an internal website to support the Prime Brokerage business.

My area of responsibility included:

- Internal daily systems
 - ◊ Intra-day System – Provided real-time processing of client and broker trade views; real-time matching of breaks and proof of reconciliation as they hit the system
 - ◊ Batch Systems – Validated all intra-day data for trades, positions, money balances, accounts, and security masters
- Website
 - ◊ Provided data views and access internally for: Account Executives, Sales, Service & Support, Accounting, Operations and Senior Management
 - ◊ The website provides numerous functions and tools for - Real-time Trade Matches and Breaks, Trade and Execution Data, Step-Outs (custody away), Option Expiration and Exercise, Total Financing, P&L, Monitoring and Foreign Trades; built on an Informix data warehouse
- Managed team to deliver top-level reliable products in short turn-around timeframes using Rapid Application Development (RAD) and NIKU project management tool.
- Leveraged inter-departmental teams within the bank to create cross platform solutions as well as Straight Through Processing (STP) where applicable
- In 2005 rolled out a Prime Broker Trade Volume Reduction Initiative combined with a Back Office Trade Revamp which overhauled existing trade flow processing and accomplished top-notch compliance adherence and a project cost saving measure of \$2,000,000 - \$5,000,000 annually

Developer & Project Leader for all DTC systems and communication

- Created a new real-time trade reconciliation system for client/broker transactions to replace a legacy system
- The new system handled DTC confirms, affirms and advice of cancels in real-time using MQSeries, coded in C on a UNIX (Sun) platform, using Informix SQL
- Was involved in all of the project's lifecycle phases including, research, design, code, test and implementation

The project generated:

- ◊ Monetary savings in excess of \$2,000,000 a year due to elimination of duplicate confirmation and other errors
- ◊ A new implementation of a DK (Advice of Cancel/Correct) system to automatically DK all non-matched trades by T+1. This new tool saved Bank of America \$500,000 within the first month of release.
- ◊ Reduction of 25% of 50+ Account Executives daily workload
- First to implement MQSeries with DTC for Affirms and Advice of Cancels. First to request direct T1 connectivity from DTC (when made available).

Project Leader for ADP / BPSA batch and intra-day system

- Responsible for ADP bookkeeping, transaction processing and quarterly upgrades

- Designed, coded and implemented enhancements to current system as more capabilities were added to the trade processing applications
- Was an active member of the BPSA Product Focus Group meetings and pushed for enhancements to the system such as: separate test clients to different NDM region, create a true real-time message based solution (not the polling system they were using at the time), allow for category prioritization and log all deleted intra-day records

MQSeries Administrator within Prime Brokerage

- Functioned as MQA (MQSeries Administrator)
- Purchased, installed, coded, and managed MQSeries server and programs that access MQ APIs
- Was responsible for all MQSeries communication within Banc of America Securities, Prime Brokerage Division
- Created a MQ environment that was leveraged by other departments as a gateway to feed and receive data through our MQ Servers - Stock Loan, Enhanced Financing Products and Cage & Settlement

7/2000 – 12/2000

Barnes & Noble

New York, NY

Programmer/Analyst

- Coded Shell scripts for application that updated nightly operations – sales, inventory, etc.
- Wrote SQL scripts to create by-store reports on a new Oracle database to mirror those on Barnes & Noble existing Informix system

3/1998 – 6/2000

Anchor Gaming

Clifton, NJ

Programmer/Analyst

- Coded programs and reports in C for the underlying central interactive system that controlled all lottery games (PowerBall, BigGame, Keno, Lotto)
- Was responsible for the design and management of many test plans/cases for the QA/Testing group, terminal group and development team. Wrote scripts to simulate real time execution as well as system stress tests.
- Compiled and designed new documentation for all system errors of the lottery system for distribution to thousands of retailers

6/1997 – 3/1998

Coopers & Lybrand

Fort Lee, NJ

Programmer/Analyst

- Programmed in C using Sybase implementing unique programming methods for each client to meet their specific requirements for Benefit Packages, Health & Welfare Administration and Pension Systems
- Wrote SQL stored procedures in Sybase for handling data throughput. Coded in a Windows C environment. At runtime program were moved to UNIX for optimum speed and reliability

Technical Skills

C, UNIX, UNIX Shell Scripting, SQL – Sybase/Informix/Oracle, IBM MQSeries, Java, Servlets, JSP, Perl, HTML

Microsoft Products

MS Project, Excel, Power Point, Word, Outlook, Access, Visio, Sharepoint

Vendor Products

ACT, ADP, Deal Logic, Direct Access Financial Services – Automated Execution, DTCC, GIMII – Portfolio Manager, ITG, NIKU, QuickBooks Pro, Reuters, Seamans, SnapClose Pro, SharePoint, Thermogrid, Smartsheets

Education & Certifications

Licenses Obtained 2005 - 2008

NJ Title Insurance Producer, NJ Real Estate Salesperson, NJ Notary

IBM Training, 2001

MQSeries, MQ Functions, API (MQI), Message/Queueing and Distributed Queueing

Java and Object Oriented Code Development, 2000

Sense Net University, NY

Certificate in Computer Programming, 1997

COPE Institute, NY

Post Graduate Studies, 1994 – 1996

Mir Institute, Jerusalem
BMG, Lakewood, NJ

Talmudic Studies, 1993

Talmudic Research Center, Passaic, NJ

CP WEISZ

Lakewood, NJ 08701 - 732.202.5455 - cpweisz@weiszarchitects.com

PROFESSIONAL SUMMARY

CP Weisz, R.A., NCARB, LEED AP, is a seasoned architect licensed in the state of New Jersey, with 16 years of New Jersey based experience. She specializes in residential and commercial architectural projects, overseeing design development, construction document preparation, zoning compliance, structural design, and shop drawing coordination. CP holds a Master's degree in architecture from Boston Architectural College as well as LEED accreditation for Building Design and Construction. She is known for her expertise and dedication in the field.

WORK HISTORY

December 2007- July 2009	Project Manager at BF Design Associates Architectural Firm. Responsibilities included space planning and layouts, cad drafting, client design consultations, preparation of construction documents, residential and commercial new construction and renovations
January 2009	coordinated training of Autodesk Revit Architecture at BF Design, took Revit Course taught by Robotech Autodesk Training Center
July 2010- December 2011	Kitchen Designer at Kitchen Outlet Center. Trained in Decotech Kitchen Design Software as well as 2020 Design Software.
December 2013	Collaboration with Mark Mariscal Architect on Princeton Avenue School Project
January 2014- January 2016	Architectural Consulting for Graviano Design Group
January 2014-January 2018	Project Manager Monteforte Architectural Studio responsible for residential projects from design development through construction documents, construction admin, shop drawing review, structural design and coordination, zoning and code compliance review
January 2019- Current	Principal, Weisz Architects Overseeing concept design through construction documentation, zoning compliance, structural design, shop drawing coordination

EDUCATION

June 2006- August 2006	Attended Compuskills Computer Graphics Course in Adobe Photoshop, Adobe Illustrator and Adobe InDesign Software
September 2006- June 2007	Attended Hebrew Theological College International study program
July 2007- August 2007	Attended AutoCad Beginner and AutoCad Advanced Courses at Robotech Autodesk Training Center, Hoboken NJ
August 2009	Attended Autodesk 3ds Max rendering training at Robotech Autodesk Training Center
January 2010- March 2010	Online course in 3ds Max taught by 3D Training Center
April 2010- July 2010	Attended Pratt Institute Continuing Education Course in AutoCad, Revit and 3ds Max

December 2011-August 2013	Attended Excelsior College and earned a Bachelor of Science Degree in Liberal Studies, Summa Cum Laude
September 2012-Jan. 2014	Completed the Associate of Architecture Program at Brookdale Community College
January 2014-Dec. 2016	Master of Architecture (M.Arch) Boston Architectural College

CERTIFICATION

LEED AP BD+C- completed in December 2016
NCARB certified
Registered Architect in the State of New Jersey

SOFTWARE PROFICIENCIES

Autocad, Revit, Sketchup, Forte, StruCalc , 3ds Max, Photoshop, Illustrator, Indesign, Microsoft Office,

EXHIBIT E

PROJECTS AND REFERENCES

SQUARE FEE BLDG/HOUSES	PROJECT DESCRIPTION	LOCATION	PROJECT COST
150K	Large commercial and retail office park	Cedarbridge Ave., Lakewood	33M
48K	42 home subdivision	Route 9, Lakewood	11M
120K	Retail project	Route 9, Lakewood	14M
12K	School building and parking lot	8 th Street, Lakewood	10M
50K	School building and parking lot	Cross Street, Lakewood	7M
126K	42 single family homes	Pine Street, Lakewood	25M
120K	48 single family homes	Cherry Street, Lakewood	22M
150K	Large commercial retail & office project	Cedarbridge Ave., Lakewood	33M
70K	Office building	Pine Street, Lakewood	13M
45K	Multi-family buildings	New Hampshire Avenue, Lakewood	12M

References:

Abe B. Auerbach
Regency Development
315 Monmouth Avenue Suite #208
Lakewood, NJ
Phone: 732-730-7094, Ext. 101
Email: aba@rdnj.net
www.rdnj.net

Yehuda Dachs, CEO
Lenox Group
1072 Madison Avenue, Suite B3
Lakewood, NJ 08701
Phone: 732-987-7774
yehuda@lenoxgrp.com

EXHIBIT F
FINANCIAL INFORMATION

NEW LINES NJ, LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2022

NEW LINES NJ, LLC
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ZEV KAUFMAN
CERTIFIED PUBLIC ACCOUNTANT
521 FIFTH AVENUE
NEW YORK, NY 10175

(212) 292-4401

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Partners
New Lines NJ, LLC
Lakewood, New Jersey

I have reviewed the accompanying financial statements of New Lines NJ, LLC (a partnership), which comprise the balance sheet as of December 31, 2022, and the related statements of income and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, I do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United State of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

My responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require me to perform procedures to obtain limited assurance as a basis for reporting whether I am aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. I believe that the results of my procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on my review, I am not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.



ZEV KAUFMAN CPA

New York, New York
November 2, 2023

NEW LINES NJ LLC
BALANCE SHEET
DECEMBER 31, 2022

ASSETS

CURRENT ASSETS

Cash	\$ 26,840
Accounts Receivable, net of allowance of \$87,280	785,519
Loans Receivable	<u>2,731,742</u>
Total Current Assets	3,544,101

FIXED ASSETS

Furniture and Equipment	797,281
Less: Accumulated Depreciation	<u>(540,565)</u>
Total Fixed Assets	256,716

OTHER ASSETS

Goodwill	300,000
Less: Accumulated Amortization	<u>(8,333)</u>
Security Deposit	149
Total Other Assets	<u>291,816</u>

TOTAL ASSETS	<u>\$ 4,092,633</u>
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LIABILITIES AND PARTNERS' CAPITAL

CURRENT LIABILITIES

Accounts Payable	\$ 120,968
Credit Cards Payable	<u>56,778</u>
Total Current Liabilities	177,746

LONG TERM LIABILITIES

Loans Payable	212,261
Loan Payable - EIDL	<u>2,000,000</u>
Total Long Term Liabilities	<u>2,212,261</u>

TOTAL LIABILITIES	2,390,007
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PARTNERS' CAPITAL	<u>1,702,626</u>
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TOTAL LIABILITIES AND PARTNERS' CAPITAL	<u>\$ 4,092,633</u>
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NEW LINES NJ, LLC
STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2022

INCOME	\$ 7,660,035
EXPENSES	
Advertising	15,864
Amortization Expense	8,333
Auto Expense	61,008
Bank Charges and Merchant Fees	108,519
Charitable Contributions	41,592
Computer and Internet Expense	178,005
Consulting Fees	147,600
Depreciation Expense	113,258
Dues and Subscriptions	22,793
Employee Benefits	22,947
Equipment Rental	954
Gifts and Promotions	23,350
Insurance	107,904
Insurance - Hospitalization	136,874
Interest Expense	17,182
Janitorial Expense	7,629
Licenses and Permits	5,293
Meals and Entertainment	40,909
Office Supplies	76,811
Outside Services	427,645
Payroll Taxes	446,597
Postage and Delivery	6,107
Printing and Reproduction	4,395
Professional Fees	65,754
Recruiting	11,500
Rent Expense	110,549
Repairs and Maintenance	21,297
Salaries and Wages	5,174,702
Supplies	35,026
Telephone	13,609
Training and Education	15,457
Travel Expense	49,090
Utilities	13,669
Total Expenses	<u>7,532,222</u>
NET INCOME BEFORE OTHER INCOME	127,813
OTHER INCOME	
COVID-19 Grants	49,246
Forgiveness of Paycheck Protection Program Loan	565,364
Total Other Income	<u>614,610</u>
NET INCOME	742,423
PARTNERS' CAPITAL - January 1, 2022	1,210,257
Distributions to Partners	<u>(250,054)</u>
PARTNERS' CAPITAL - December 31, 2022	<u>\$ 1,702,626</u>

See accompanying notes and independent accountant's review report.

NEW LINES NJ, LLC
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2022

OPERATING ACTIVITIES	
Net Income	\$ 742,423
Adjustments to Reconcile Net Income to Net Cash Provided By Operating Activities	
Amortization	8,333
Depreciation	113,258
Forgiveness of Paycheck Protection Program Loan	(565,364)
Change in Operating Assets and Liabilities	
(Increase) Decrease In:	
Accounts Receivable	21,311
Prepaid Expenses	11,759
Prepaid Project Management	8,860
Increase (Decrease) In:	
Accounts Payable	61,371
Credit Cards Payable	30,556
Employee Benefits Payable	<u>(3,311)</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	429,196
INVESTING ACTIVITIES	
Acquisition of Goodwill	(300,000)
Purchase of Fixed Assets	(166,673)
Increase in Loans Receivable	<u>(1,060,825)</u>
NET CASH USED BY INVESTING ACTIVITIES	(1,527,498)
FINANCING ACTIVITIES	
Increase in Loans Payable	34,479
Distributions to Partners	<u>(250,054)</u>
NET CASH USED BY FINANCING ACTIVITIES	<u>(215,575)</u>
NET DECREASE IN CASH	(1,313,877)
CASH - BEGINNING OF YEAR	<u>1,340,717</u>
CASH - END OF YEAR	<u><u>\$ 26,840</u></u>

NEW LINES NJ, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations - New Lines NJ, LLC was formed in 2016. The Company provides civil engineering and survey services for residential and commercial properties.

Basis of Accounting - The books and records of the Company are maintained on the accrual basis in accordance with accounting principles generally accepted in the United States of America (GAAP).

Use of Estimates - The presentation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Concentration of Credit Risk - The Company maintains cash in bank deposit accounts which, at times, exceed federally insured limits of \$250,000. The Company has not experienced any losses in these accounts.

Cash and Cash Equivalents - The Company considers all highly liquid investments with an original maturity of three months or less and amounts receivable from credit card companies to be cash equivalents. Credit card receivables are short term, highly liquid in nature, and typically convert to cash within three days of the sales transaction.

Accounts Receivable - The accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. Changes in the valuation allowance have not been material to the financial statements.

NOTE 2 – PROPERTY AND EQUIPMENT

Property and equipment are recorded at cost. When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts and the resulting gain or loss is recognized in income for the period. The cost of cleaning and repairs is charged to operations as incurred; significant renewals and betterments are capitalized. Depreciation expense for the year ended December 31, 2022 amounted to \$113,258.

NEW LINES NJ, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE 3 – GOODWILL

The company purchased an engineering firm in Okeechobee, FL on August 9th, 2022. \$300,000 of the purchase price was attributed to goodwill, which is amortized over a fifteen year period. Amortization of goodwill costs for the year ended December 31, 2022 was \$8,333.

NOTE 4 - ADVERTISING COSTS

The Company expenses advertising costs as they are incurred. Advertising expenses for the year ended December 31, 2022 were \$15,864.

NOTE 5 - LOAN PAYABLE - PPP

The Paycheck Protection Program loan received in the prior year in the amount of \$565,364 has been forgiven in the current year.

NOTE 6 - LOAN PAYABLE - EIDL LOAN

The Company executed the standard loan documents required for securing a loan (the “EIDL Loan”) from the United States Small Business Administration (the “SBA”) under its Economic Injury Disaster Loan assistance program in light of the impact of the COVID-19 pandemic on the Company’s business. The principal amount of the EIDL Loan is \$2,000,000 with proceeds to be used for working capital purposes. Interest on the EIDL Loan accrues at the rate of 3.75% per annum and installment payments, including principal and interest, are due monthly beginning 24 months from the date of the EIDL Loan. The balance of principal and interest is payable thirty years from the date of the promissory note.