

Passaic Valley Sewerage Commission



“Protecting Public Health and the Environment”

REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR PROFESSIONAL ENGINEERING SERVICES

PARALLEL INTERCEPTOR PROGRAM MANAGEMENT SERVICES

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

AUGUST 2026

**REQUEST, SOLICITATION AND INVITATION
FOR QUALIFICATIONS AND PROPOSALS FOR THE
PASSAIC VALLEY SEWERAGE COMMISSION**

PARALLEL INTERCEPTOR PROGRAM MANAGEMENT SERVICES

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Information of any nature, form, format, or medium supplied by PVSC is provided “as-is” for the Respondent’s convenience. PVSC makes no representations or warranties as to the accuracy or fitness for a particular purpose of any information provided. Respondents may not rely upon any information provided without independent verification. Respondent’s use of any such information is solely at the Respondent’s own risk.

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**REQUEST, SOLICITATION AND INVITATION
FOR QUALIFICATIONS AND PROPOSALS FOR THE
PASSAIC VALLEY SEWERAGE COMMISSION**

PARALLEL INTERCEPTOR PROGRAM MANAGEMENT SERVICES

NOTICE IS HEREBY GIVEN that the Passaic Valley Sewerage Commission (“PVSC”), located in the City of Newark, County of Essex, State of New Jersey, will accept sealed qualifications and proposals, not subject to public bidding pursuant to N.J.S.A. 40A:11-5, for consideration of professional engineering services for management services related to PVSC’s Parallel Interceptor Program.

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

Interested Respondents shall submit: one (1) original completed, signed proposal, including all required attachments; three (3) paper copies of the completed proposal, including all required attachments; and one (1) electronic copy of the completed proposal, including all required attachments, in .pdf format on a flash drive. Proposals must be received at PVSC’s Purchasing Department, Administration Building, 600 Wilson Avenue, Newark, New Jersey 07105 on or before **Tuesday, October 6, 2026, at 11:00 o’clock a.m.** All proposals must be submitted in the form required by **Section XI** and **Sections XIV through XVI** hereof and as otherwise required herein. No late submissions will be accepted. Proposals shall be addressed to Gregory A. Tramontozzi, Executive Director.

All properly submitted proposals shall be publicly opened, announced, read aloud, and recorded on **Tuesday, October 6, 2026, at 11:00 o’clock a.m.** in the PVSC Purchasing Department, Administration Building. Members of the public may attend the opening via the Zoom Conferencing Application at <https://pvsc.zoom.us/j/2496333971>. Members of the public may attend the opening via telephone by dialing **(646) 876-9923**, access code **249 633 3971**.

PVSC will conduct one (1) non-mandatory pre-proposal meeting at **9:00 AM EST on Thursday, September 10, 2026**, at the Executive Director’s Conference Room in the PVSC Administration Building, 600 Wilson Avenue, Newark, New Jersey 07105.

Questions pertaining to the RFQ/RFP process may be submitted on or before **Wednesday, Tuesday, September 8, 2026**. Responses shall be provided on or before **Friday, September 11, 2026**. Please contact:

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

GLOSSARY

The following definitions shall apply to and are used in this Request for Qualifications and Proposals for Professional Engineering Services:

“Agreement” – refers to the signed and/or executed and/or binding contract entered into between PVSC and the Successful Respondent, together with all of exhibits, attachments, the Successful Respondent’s proposal, and any other documents as may be necessary and/or convenient to effectuate the purposes of this RFQ/RFP.

“Contractor” – refers to the individual(s) or entity(ies) with which PVSC has contracted for the performance of the construction contract(s).

“Consultant” – refers to the individual or entity named as such in the Contract Documents for the Design Services Task Work.

“Design Engineer” – refers to the individual or entity named as such in the Contract Documents for the Design Services Task Work.

“CSO” – refers to combined sewer overflows.

“Field Representative” – refers to the authorized general representative(s) of Design Engineer assigned to assist the Design Engineer at the Site. As used herein, the term “Field Representative” includes any assistants or general field staff of the Design Engineer.

“Long Term Control Plan” or “LTCP” – refers to long term control plan(s) for the control of combined sewer overflows.

“MoPO” – refers to maintenance of plant operations.

“MGD” – refers to million gallons per day.

“NJDEP” – refers to the New Jersey Department of Environmental Protection.

“NJPDES” – refers to the New Jersey Pollutant Discharge Elimination System.

“PM Services” – refers to the program management services that are the subject of this RFQ/RFP.

“Program” or “Parallel Interceptor Program” – refers to the PVSC Facility(ies) and/or Asset(s) that will be the focus of the Professional Management Services associated with the RFQ/RFP.

“Qualified Respondent” – refers to a Respondent / Engineer who (in the sole judgment of PVSC) has satisfied the qualification criteria set forth in this RFQ/RFP.

“Regional LTCP” – refers to the Regional Long Term Control Plan that is a requirement of PVSC’s current NJPDES Permit and which necessitates the services that are the subject of this RFQ/RFP.

“Resident Project Representative” or “RPR” – refers to the authorized specific representative(s) of Design Engineer assigned to assist the Design Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes staff of Design Engineer that shall have a minimum of ten (10) years construction experience involving wastewater projects of similar scope and magnitude and that shall be a licensed professional engineer in the State of New Jersey.

“Respondent” – refers to any business entity, entities, or joint ventures that respond to this RFQ/RFP.

“RFQ\RFP” - refers to this Request for Qualifications and Proposals for Professional Engineering Services, including any and all appendices, attachments, amendments, and/or supplements.

“Selected Respondent” - refers to the Respondent whose proposal is selected by PVSC, and to which PVSC makes an award of a contract to perform the Services in accordance with this RFQ/RFP. Selected Respondent includes, as may be applicable, joint venture partners, affiliated entities, and subcontractors.

“Services” - refers to the services to be provided by the Selected Respondent for Professional Engineering Services in accordance with the provisions of this RFQ\RFP and the contract to be prepared by PVSC.

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I. INTENT

PVSC intends to procure Program Management Services related to PVSC's Parallel Interceptor Program. Respondents are requested to submit a detailed PM Services proposal. PVSC anticipates that the PM Services will be part of a fifteen (15) year agreement with the potential for amendments of additional services as they are defined for the duration of the Program. Any amendments for additional services will not expand upon the scope of work of this RFQ/RFP.

PVSC reserves the right to commence, close, reduce, or extend the PM Services in accordance with applicable law and within the contract scope of work at any time in response to changing needs. Further, PVSC may terminate the Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of PVSC. In the event of unavailability of funds to pay any amounts due under this Agreement, PVSC shall immediately notify the Selected Respondent, and the Agreement shall terminate without penalty or expense to PVSC. Upon termination, PVSC shall pay the Selected Respondent for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by the Agreement.

All Respondents expressly acknowledge and understand that PVSC has filed an appeal with the New Jersey Department of Environmental Protection specifically challenging the provisions of PVSC's current NJPDES Permit that require PVSC to construct the Parallel Interceptor that is the subject of this RFQ/RFP, and that the appeal is currently pending. Depending on the outcome of the appeal, PVSC may terminate any and all services contemplated by this RFQ/RFP without penalty or expense to PVSC. Upon termination, PVSC shall pay the Selected Respondent for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by the Agreement.

The Selected Respondent shall provide competent personnel to assist PVSC in the administration and implementation of PVSC's Parallel Interceptor Program, as further detailed in this RFQ/RFP. The Selected Respondent will work closely with PVSC personnel to achieve these goals, providing technical support and overall project management services to effectuate the Program, including management of all contractors, subcontractors, and professional service contractors engaged to perform related work . PVSC's Chief Engineer shall serve as the Selected Respondent's primary point of contact and reporting; however, the Primary Consultant shall also work closely with and report to, as may be desired, PVSC's Executive Director, PVSC's Chief Operating Officer, PVSC's Director of Safety and Security, and PVSC's Chief Legal Officer, and such other PVSC personnel as PVSC may require. PVSC will be the signatory on all executed contracts derived from the program management services.

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

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

All Respondents to the RFQ/RFP must have demonstrated expertise with program management services related to long-term control plans that satisfy the United States Environmental Protection Agency's ("USEPA") Combined Sewer Overflow ("CSO") Control Policy and PVSC's New Jersey Pollutant Discharge Elimination System ("NJPDES") Permit, as well as substantial experience in developing and managing complex wastewater conveyance and pumping station capital improvements programs that include tunnel and underground construction projects for public agencies.

Sealed proposals will be received at the times, dates and place set forth in Page 5 of this RFQ/RFP.

The general criteria articulated in **Section IV**, "Professional Evaluation and Ranking Methodology," of this RFQ/RFP for the selection of the Successful Respondent have been specifically approved by PVSC. Those criteria and the other requirements herein are intended to be non-restrictive for the purpose of obtaining participation of qualified professionals and uniformity in the manner of submission of proposals.

The Successful Respondent's proposal shall become a part of the signed Agreement upon award and execution of the Agreement. There will be no award for the PM Services until PVSC issues formal, written approval for the same, subject to approval from the New Jersey Department of Environmental Protection.

Pursuant to N.J.S.A. 58:14-1, et seq., PVSC shall be the sole judge concerning the criteria set forth herein and the merits of the proposals submitted as well as the sole judge of the benefits to PVSC represented by the proposals submitted in response to this RFQ/RFP. The basis of the award is the proposal that PVSC deems to be most advantageous to PVSC, as pursuant to the New Jersey Local Public Contract Law, price, and other factors considered.

A paper copy of this RFQ/RFP may be obtained by contacting:

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

An electronic copy of this RFQ/RFP may also be downloaded from PVSC's website: <https://www.nj.gov/pvsc>.

Respondents may request and PVSC, in its sole discretion, may provide to Respondents with certain materials mentioned in this RFQ/RFP or additional materials. Prior to being granted access, a Respondent shall sign and deliver to PVSC an executed Non-Disclosure Agreement in the form set forth to this RFQ/RFP as **Attachment O**. Failure to comply with all terms and conditions of the Non-Disclosure Agreement shall result in immediate disqualification from consideration of award and/or immediate termination of contract.

Information of any nature, form, format, or medium supplied by PVSC is provided "as-is" for the Respondent's convenience. PVSC makes no representations or warranties as to the accuracy or fitness for a particular purpose of any information provided. Respondents may not rely upon any information provided without independent verification. Respondent's use of any such information is solely at the Respondent's own risk.

II. INSURANCE

This RFQ/RFP is for the retention of a professional by PVSC or a position for which there is a bidding exemption under the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. Each Respondent should have the following insurance coverage at a minimum:

1. Statutory Workers' Compensation Insurance in compliance with the laws of the State of New Jersey \$1,000,000 / \$1,000,000 / \$1,000,000 and Employers Liability Coverage in the amount of \$5,000,000.
2. Comprehensive General Liability and Bodily Injury Insurance including death \$5,000,000 each occurrence. Combined Single Limit of \$5,000,000 for each occurrence. The Passaic Valley Sewerage Commission shall be named as an additional insured.
3. Comprehensive Automobile Liability, Bodily Injury, Property Damage Insurance \$5,000,000 each occurrence. Combined Single Limit \$5,000,000 each occurrence. The Passaic Valley Sewerage Commission shall be named as an additional insured.
4. Professional Liability Insurance for \$15,000,000 per claim and annual aggregate.

Attached hereto as **Attachment A** is the Certification of Insurance. The Certification must be executed and documentation submitted by the Respondent to the extent that the Respondent believes that such documentation provides proof of required insurance. Declaration pages shall be attached showing current coverages. During the term of the contract, it shall be the responsibility of the Respondent/professional to provide PVSC with additional declaration pages of insurance in compliance with this paragraph showing current coverage when any insurance policy expires. Submission of proof of the required

insurance coverage in the form of a certificate or certificates of insurance is a continuing condition precedent to service by the professional that receives the appointment.

III. NEW JERSEY STATE LAW REQUIREMENTS

A. Public Law 2005, Chapter 51, formerly EXECUTIVE ORDER No. 134 (2004)

Requirements. In order to safeguard the integrity of New Jersey State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, by Public Law 2005, C.51 (hereinafter, "Chapter 51") requires the submission of the Certification and Disclosure Form in **Attachment D** and the Statement of Ownership in **Attachment E**. The terms and conditions set forth in this Section are material terms of this procurement and any Agreement with PVSC resulting therefrom.

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

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

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

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and shall provide an opportunity for a hearing within thirty (90) days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest permitted under N.J.S.A. 54:49-19 shall stay the collection of the indebtedness.

Interest that may be payable by the State to the taxpayer, pursuant to L. 1987, c. 184 (N.J.S.A. 52:32-32) shall be stayed.

C. NOTICE OF ANNUAL POLITICAL CONTRIBUTIONS DISCLOSURE

Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

D. 52:34-13.2 State contracts, services performed within U.S.; exceptions

1. a. Every State contract primarily for the performance of services shall include provisions which specify that all services performed under the contract or performed under any subcontract awarded under the contract shall be performed within the United States.

b. The provision of subsection a. of this section shall not apply whenever:

(1) the Director of the Division of Purchase and Property or the Director of the Division of Property Management and Construction, as appropriate, certifies in writing a finding that a service is required by the Executive Branch of the State and that the service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer;

(2) the contracting officer for the Legislature or for any office, board, bureau or commission within or created by the Legislative Branch certifies in writing a finding that a service is required by the Legislature or the office, board, bureau or commission within or created thereby and that the service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the appropriate legislative authority;

(3) the contracting officer of any independent State authority, commission, instrumentality or agency certifies in writing a finding that the service required by the independent State authority, commission, instrumentality or agency cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the executive director or other equivalent authority of that authority, commission, instrumentality or agency; or

(4) any of the directors or contracting officers in paragraphs (1) through (3) of this subsection b., as may be applicable, certifies in writing a finding that inclusion in the State contract of a provision as described in subsection a. of this section with respect to the performance of a service required by their contracting entity under the State contract would violate the terms, conditions, or limitations of any grant, funding or financial assistance from the federal government or any agency thereof, and the certification is approved by the appropriate approval officer.

As used in this section, "State contract" means every contract entered into by (1) the Governor, the head of any of the principal departments in the Executive Branch of the State Government, and the head of any division, board, bureau, office, commission or other instrumentality within or created by such department, (2) the contracting officer of the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and (3) the head or contracting officer of any independent State authority, commission, instrumentality or agency within or created by such an authority, who is authorized to enter into contracts that include the performance of services. A county, municipality or school district shall not be deemed an agency or instrumentality of the State for the purpose of this section.

E. Notice of Executive Order 189 Conflicts of Interest in Public Contracting

1. The executive head of each department or agency in the Executive Branch with the lawful authority to engage in State contracting shall, in accordance with the provisions of the Administrative Procedures Act, N.J.S.A. 52: 14B-1 et seq., promulgate regulations supplementing those heretofore established pursuant to Executive Order No. 34 (1976) governing the causes, conditions and procedures applicable to determinations of debarment, suspension and disqualification by the department or agency to include the minimum standards hereinafter set forth. In addition to any other filing required by law to be made, each executive head shall file with the Attorney General and Treasurer a copy of such rules and regulations as may be promulgated.
2. The rules and regulations referred to in Paragraph 1 shall include the following prohibitions on vendor activities, the violation of which shall render said vendor liable to debarment in the public interest, pursuant to the procedures established by Executive Order No. 34 (1976), by any Executive department or agency:
 - a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52: 1 3 D- 13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52: 13-D-13i., of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A 52:13-DI3g.

- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13-D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 2a. through 2e. shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 2c.

F. Disclosure of Investment Activities in Iran

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 a 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.

G. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity 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 a certification indicating whether or not the vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. 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.

IV. PROFESSIONAL EVALUATION AND RANKING METHODOLOGY

Selection of the Respondent will be made on a competitive basis. The professional evaluation and selection will be a two-stage process as follows:

Step 1 - The Qualifications Evaluation which is based on a maximum score of 100 points.

Step 2 – The Compensation Evaluation (includes review of Compensation Proposal).

Only Respondents scoring 70 points or higher on the Qualifications Evaluation shall be considered for Step 2. Compensation Proposals for Respondents scoring less than 70 points shall not be reviewed.

The Respondents shall be scored based on the following criteria:

A. QUALIFICATIONS EVALUATION (STEP 1) (100 Points Total)

Each Respondent shall submit its qualifications and proposal to perform the work set forth in and/or contemplated by this RFQ/RFP (the “Qualifications & Work Proposal”). The Qualifications & Work Proposal shall be evaluated by a PVSC evaluation committee. PVSC may conduct scheduled interviews with Respondents either before or after the review of the compensation proposals. Interviews may or may not become part of the overall criteria for evaluation.

1. TECHNICAL COMPETENCE (40 Points)

- a. The background, professional qualifications, education and training of the Respondent and its staff (including subcontractor(s) and subconsultant(s)) to fully understand and fulfil all requirements of the Program.
- b. The Respondent's (including subcontractor(s) and subconsultant(s)) qualification specifically pertaining to the scope of work outlined in this RFQ/RFP.
- c. The Respondent's (including subcontractor(s) and subconsultant(s)) execution of the requirements and procedures as set forth within the RFQ/RFP
- d. The technical and financial capabilities of Respondent to provide a multi-disciplined approach and provide flexibility to address a large program.
- e. Geographic location of the Respondent's offices and key personnel.

2. EXPERIENCE (30 Points)

- a. The Respondent's (including subcontractor(s) and subconsultant(s)) familiarity with the work, requirements, and procedures of PVSC, including if applicable, PVSC's prior experiences with the Respondent.
- b. The Respondent's (including subcontractor(s) and subconsultant(s)) prior experience with Public Entities and/or Governmental Agencies.
- c. The ability of the Respondent (including subcontractor(s) and subconsultant(s)) to demonstrate its comprehension of and experience in providing professional services associated with the PM Services related to the Program. The Respondent shall have, at a minimum, twenty (20) years of prior experience with at least two (2) complex water or wastewater infrastructure programs, including tunnel construction, with a value of \$350 million or more.
- d. The Respondent (including subcontractor(s) and subconsultant(s)) must demonstrate a verifiable history of successful projects similar in size and scope to that proposed in this RFQ/RFP. No less than three (3) references, with current contact information, shall be provided for relevant projects that have been completed within the last 10-years. Should PVSC be unable to contact the references provided, scoring for the Experience Criteria may be impacted.

3. **PROJECT APPROACH/SCHEDULE (30 Points)**

- a. The Respondent's (including subcontractor(s) and subconsultant(s)) proposed technical approach to meet the requirements and objectives of the RFQ/RFP.
- b. The Respondent's Man-Day Estimate of the hours to be expended on each task (**Attachment G**).
- c. The Respondent's proposed schedules.

NOTE: See **Section IV**, "Professional Evaluation and Ranking Methodology," Subsection E, for additional information related to the Qualifications Evaluation.

B. COMPENSATION PROPOSAL (STEP 2)

Each Respondent shall submit a proposal for compensation (the "Compensation Proposal") in a sealed envelope separate from the Qualification Proposal and identified on the front cover as: "Compensation Proposal". The Compensation Proposal shall be in the format shown in **Attachment H**, Summary of Total Project Cost.

The Compensation Proposal shall also include rate sheets for all potential PM services. Include rates for other potential services required.

C. RESPONDENT INFORMATION AND REFERENCES

The Respondent must provide the following information in order for its proposal to be considered:

1. A brief outline of the Respondent's business entity and services offered, including:
 - a. Full legal name of the business entity, including type of entity (e.g., corporation, partnership, limited liability company, etc.).
 - b. Full date, state, and country of formation, principal business address.
 - c. Number of current employees.
2. An outline of the services and/or product line-up currently supported by the Respondent.
3. A list of the Respondent's previous partnerships and/or joint ventures for projects of a similar nature.

4. Information on the Respondent's current clients, including:
 - a. Total number of current clients.
 - b. A list of representative clients with similar needs using similar products/services.
5. References: Contact information for three (3) references from projects similar in size, application, and scope and a brief description of their implementation.
6. An organization chart of the Program team for this proposal, with brief biographies of the individuals identified.

PVSC may conduct scheduled interviews with Respondents either before or after the review of the compensation proposals. Interviews may or may not become part of the overall criteria for evaluation.

PVSC will conduct one (1) non-mandatory pre-proposal meeting at 9:00 AM EST on Thursday, September 10, 2026, at the Executive Director's Conference Room in the PVSC Administration Building, 600 Wilson Avenue, Newark, New Jersey 07105.

D. CONFIDENTIALITY AND PUBLICITY

In conducting the various interviews, meetings and planning sessions, Respondents and the Successful Respondent may be given access to confidential PVSC information. The Respondents and the Successful Respondent shall keep as strictly confidential all such information acquired while performing the services.

E. QUALIFICATIONS EVALUATION – STATEMENT OF QUALIFICATIONS

The Qualifications and Work Proposal (Qualifications Evaluation – Step 1) shall include, as a minimum, the following information:

1. Program Overview

Provide a narrative description of the Program that includes a brief overview of the Program's principal elements and challenges; demonstrates an understanding of the Program's objectives; and describes the approach to accomplish the scope of services.

2. Detailed Program Approach

Provide a detailed description of the team's approach to the Program. The description shall include details to implement the tasks described in Section VI, Scope of Work / Scope of Services, and any recommended revisions to the list of tasks. The approach should recognize, address and provide for resolution of all

aspects of the Program. The approach should reflect the integration of Consultants and PVSC staff.

See **Section VII, Qualifications**, for additional information.

3. Program Tasks

The list of tasks provided under the Scope of Work/Scope of Services shall be used as a basis for preparation of the proposal. The Respondent shall provide documentation of qualifications and experience to perform the work associated with these tasks.

4. Proposed Program Manager Team

The Respondent's key team members shall be identified. Key Program roles and functions and associated key personnel shall be identified. A proposed functional organizational diagram shall be included. The organization chart should demonstrate the depth of resources and reporting relationships.

5. Key/Lead Team Members

The following describes the minimum qualifications required for Respondents' organizations, subconsultants, and key individuals. PVSC reserves the right to approve individuals proposed for participation to ensure that they meet the qualifications necessary to support their areas of work based on experience and references to meet the requirements of the Program.

a. Principal in Charge

The Principal in Charge shall have a minimum of twenty (20) years' experience and shall have served as Principal in Charge for 200 MGD or more water or wastewater tunnel infrastructure capital programs. The Principal in Charge shall, as a minimum:

- i. Provide direction and leadership to the Program team and is responsible overall to achieve satisfactory and compliant execution and delivery of contracted services.
- ii. Report to PVSC's Chief Engineer, keeping him informed on Program status and concerns.
- iii. Work with PVSC to understand and define needs and translate these into the Program.
- iv. Review and approve delivery strategies, systems and Program team and resources required for Program execution.

- v. Review, approve and monitor Program budgets, schedules and procedures.
- vi. Establish and confirm key performance indicators with PVSC.
- vii. Receive regular and exception performance reports from the Program team. Monitor Program performance and initiate and monitor actions required to correct performance deficiencies.
- viii. Collect and feedback institutional knowledge gained in performance of contract to PVSC and Team to implement performance and process improvements.
- ix. Monitor safe execution of the contracted services (the team Safety Officer reports directly to the Principal in Charge).
- x. Act as the client liaison.

b. Program Manager

The Program Manager shall have a minimum of twenty (20) years' experience in providing Program Management Services for water or wastewater tunnel infrastructure capital programs of 200 MGD or more, and must have experience as the prime program manager responsible for management of a program team on at least two (2) complex water or wastewater infrastructure programs, with a tunnel construction value of \$350 million or more, within the last fifteen (15) years, that are similar in complexity to the PVSC Parallel Interceptor Program. The Program Manager must have knowledge and proven experience in the application of risk analysis and risk management techniques and must possess a strong knowledge and understanding of large tunneling and dewatering pump station projects, current New Jersey wastewater issues, regulations, and internal/external stakeholder concerns.

c. Deputy Program Manager/Program Delivery Manager

The Deputy Program Manager/Program Delivery Manager shall have a minimum of fifteen (15) years' experience in providing Program Management Services for water or wastewater infrastructure capital programs of 100 MGD or larger. The Deputy Program Manager/Program Delivery Manager shall be responsible for assisting Program Manager with the program validation, delivery, monitoring, budgets, and schedule of a program team on at least two (2) complex water or wastewater infrastructure programs, with a tunnel construction value of \$100 million or more, within the last fifteen (15) years, that are similar in complexity to the PVSC Parallel Interceptor Program. The Deputy Program Manager/Program Delivery Manager must have knowledge and proven experience in the application of risk analysis and risk management techniques and must possess a strong knowledge and understanding of large

tunneling and dewatering pump station projects, current New Jersey wastewater issues, regulations, and internal/external stakeholder concerns.

d. Program Controls/Quality Lead

The Program Controls/Quality Lead shall have a minimum of fifteen (15) years' experience providing program control services through completion on water or wastewater tunnel infrastructure capital programs with a construction value of \$350 million or greater. The Program Controls/Quality Lead shall be responsible for the development and implementation of Program document and financial control management and mitigation strategies and schedules.

e. Communications Director

The Communications Director shall have experience providing effective communication services relating to communications needs arising from complex, multi-faceted public infrastructure projects of the nature contemplated in this RFQ/RFP. The Communications Director shall have excellent communication/interpersonal skills and shall be proficient in public relations regarding the transmission of information between clients and stakeholders.

The Communications Director must have the ability to develop and suggest effective communication strategies, as well as represent PVSC at media events and handle crisis communications in conjunction with the Critical Issues Manager. The Communications Director shall assess the outcome and perception of the Program and counsel PVSC management on communication issues.

The Communications Director shall promote a positive public image for PVSC and the Program. The Communications Director may hold/organize media events and distribute facts to the media. The Communications Director shall also work with Program staff to make complex or technical information accessible to the public. The Communications Director shall be responsible for working with PVSC to ensure compliance with all public outreach requirements associated with the Program as set forth in PVSC's current NJPDES permit and as otherwise may be required and/or desired.

f. Risk Manager

The Risk Manager shall have a minimum of ten (10) years of experience in providing risk management services on projects with a value of \$350 million or greater involving water or wastewater tunnel infrastructure capital programs, including all phases of such projects. The Risk Manager shall have proficient knowledge of risk assessment and control, experience with auditing and reporting, and familiarity with industry compliance standards and regulations (i.e., OSHA, PEOSH).

The Risk Manager shall be knowledgeable and proficient with implementation of the Guidelines for Improved Risk Management (Underground Construction Association, June 2015), including any updates, for all aspects of the Parallel Interceptor Program infrastructure improvements.

The Risk Manager shall analyze/identify risk management issues that could impede the reputation, safety, security, and/or financial success of PVSC and all aspects of the Program infrastructure improvements. The Risk Manager shall compile data and information, assess risk registers and responsibilities to evaluate the risk levels and implications, create plans to prevent and mitigate problems, and ensure all aspects of the Program infrastructure improvements secure all approval and constructability by controlling risk.

Risk Manager responsibilities include:

- Identifying/analyzing the various risks (i.e., technical, financial)
- Developing risk management controls and contingency plans
- Communicating recommendations to management
- Conduct assessments to define and analyze possible risks
- Evaluate the gravity of each risk by considering its consequences
- Audit processes and procedures
- Develop risk management controls and systems
- Design processes to eliminate or mitigate potential risks
- Evaluate existing policies and procedures to find weaknesses
- Prepare reports and present recommendations
- Help implement solutions and plans
- Evaluate employees' risk awareness and train them when necessary

g. Critical Issues Manager

The Critical Issues Manager shall have a minimum of ten (10) years of experience in providing risk management services on projects with a value of \$350 million or greater involving water or wastewater tunnel infrastructure capital programs, including all phases of such projects.

The Critical Issues Manager shall be responsible for leading the response to and resolving unplanned risk events of any nature that occur during the planning and implementation of the Parallel Interceptor Program. Working with the Risk Manager, the Critical Issues Manager shall become familiar with all aspects of the Program and for each phase of the Program create contingency plans to manage crises. The Critical Issues Manager shall coordinate as necessary with other key team leaders to bring appropriate resources to bear in order to investigate, resolve, and minimize the impact of disruptions during the Program. The Critical Issues Manager shall be responsible for conducting post-incident reviews of responses to any critical issues that arise, working with the Risk Manager to improve issues management for the duration of the Program.

h. Program Technical Lead/Manager

The Program Technical Lead/Manager shall have a minimum of ten (10) years of process engineering, planning, design, and construction experience in the water and/or wastewater and tunneling industries. The Program Technical Lead/Manager must have worked as an Engineering Manager on a project or projects with an aggregate value of \$200 million or greater involving water or wastewater treatment and/or tunneling capital improvement programs. The Program Technical Lead/Manager must have an active professional engineering license in New Jersey or the ability to obtain a New Jersey license within three (3) months. An understanding of wastewater treatment process and tunneling technologies is required with a strong knowledge, understanding, and expertise of large tunneling and dewatering pump station and CSO projects associated with LTCs. The Program Technical Lead/Manager must have had experience applying regulations and delivering large projects scopes that includes environmental, geotechnical, hydraulics modeling, and property acquisitions to similar size programs of large tunneling and dewatering pump station projects.

i. Tunnel/Geotechnical Lead/Manager

The Tunnel/Geotechnical Lead/Manager shall have a minimum of ten (10) years of tunneling and geotechnical engineering, planning, design, and construction experience in the tunneling industry. The Tunnel/Geotechnical Lead/Manager must have worked as an Engineering Manager on at least one (1) or multiple projects with an aggregate of \$200 million or greater, tunneling and geotechnical engineering capital improvement program. The Tunnel/Geotechnical Lead/Manager shall have an active professional engineering license in New Jersey or the ability to obtain within three (3) months. An understanding of tunneling and geotechnical engineering technologies, specifically a strong knowledge, understanding, and expertise of large tunneling and dewatering pump station and CSO projects associated with LTCs. The Tunnel/Geotechnical Lead/Manager must have had experience applying regulations and delivering large projects scopes that include tunneling and geotechnical engineering to similar size programs of large tunneling and dewatering pump station projects.

j. Hydraulics/Operations Lead/Manager

The Hydraulics/Operations Lead/Manager shall have a minimum of ten (10) years of hydraulic engineering, planning, design, construction, and operations experience in the wastewater and tunneling industries. The Hydraulics/Operations Lead/Manager must have worked as a Hydraulics Manager on at least one (1) or multiple projects with an aggregate of \$200 million or greater, water or wastewater treatment and/or tunneling capital improvement program. The Hydraulics/Operations Lead/Manager shall have an active professional engineering license in New Jersey or the ability to obtain within three 3 months. An understanding of the hydraulics and operations of

wastewater treatment process and tunneling technologies is required with a strong knowledge, understanding, and expertise of large tunneling and dewatering pump station and CSO projects associated with LTCs. The Hydraulics/Operations Lead/Manager must have had experience applying regulations and delivering large projects scopes that include hydraulic modeling to similar size programs of large tunneling and dewatering pump station projects.

k. Property Acquisition / Easements Lead/Manager

The Property Acquisition/Easements Lead/Manager shall have a minimum of ten (10) years of property acquisition and easements experience in the construction industry within urban areas; must have worked as a Property Acquisition/Easements Lead/Manager on at least one (1) or multiple projects with an aggregate construction value of \$100 million or greater, water or wastewater and/or tunneling capital improvement projects. Specialized roles in real estate, land development, and conservation, focusing on securing land, negotiating easements, and managing related transactions are required. Must have the ability to identify and evaluate properties for land or easement acquisitions and assist PVSC in securing land or easements that align with Program goals, whether for development, conservation, or infrastructure as well as assist PVSC in securing favorable terms for purchase price, compensation, and rights-of-way, often coordinating with legal, survey, appraiser, title company, and finance teams.

l. Funding Assistance Lead/Manager

The Funding Assistance Lead/Manager shall have a minimum of ten (10) years of experience overseeing the financial resources associated with heavy construction-related projects in the wastewater industry. The Funding Assistance Lead/Manager must have worked as a Funding Assistance Lead/Manager on at least one (1) or multiple projects with an aggregate construction value of \$100 million or greater, water or wastewater treatment capital improvement project.

The Funding Assistance Lead/Manager shall be responsible for obtaining and overseeing the financial resources of the Program, ensuring efficient allocation to meet strategic goals.

The responsibilities of the Funding Assistance Lead/Manager shall include budget management, funding acquisition (with specialized role in federal and State grants programs), financial analysis, compliance, and stakeholder communication.

The Funding Assistance Lead/Manager shall also be responsible for the assistance with securing and managing the financial resources to support the

Program needs. The Funding Assistance Lead/Manager shall develop and implement funding strategies and ensure compliance with financial regulations.

Funding Assistance Lead/Manager responsibilities include:

- Funding Acquisition: Identify potential funding sources, such as grants and loans.
- Budget Management: Develop, monitor, and adjust budgets to align with Program goals ensuring funds are allocated efficiently and effectively.
- Financial Analysis: Conduct thorough analyses of financial data essential for informed decision-making. This includes assessing the viability of projects and evaluating the financial impact of strategic initiatives.
- Compliance and Reporting: Ensure all financial activities comply with relevant laws and regulations. Prepare financial reports for stakeholders and regulatory bodies.
- Stakeholder Communication: Act as a liaison between various departments ensuring effective communication for aligning financial strategies with Program objectives.

m. Project Manager(s)

The Project Manager(s) shall have a minimum of ten (10) years of Project Management experience in the wastewater and tunneling industry. The Project Manager (s) must have worked as a Project Manager on at least one project or multiple projects with an aggregate construction value of \$200 million or greater, water or wastewater and/or tunneling capital improvement projects. The Project Manager(s) shall have an active professional engineering license in New Jersey or the ability to obtain a New Jersey license within three (3) months. An understanding of wastewater and tunneling technologies is required with as well as possess a strong knowledge, and understanding, and expertise of large tunneling and dewatering pump station and CSO projects expertise is desired associated with LTCPs.

The Project Manager(s) shall assist with compilation of construction procurement documents for task order construction contracts including specifications, design drawings, equipment selection, advertisements, etc., related to procurement and contracting for task order construction contracts. Determine components of each task order construction contract.

n. Construction Program Manager

The Construction Program Manager shall have a minimum of fifteen (15) years of Construction experience in the water or wastewater and/or tunneling industry. The Construction Program Manager must have worked as a Construction Program Manager on at least one (1) or multiple projects with an aggregate construction value of \$350 million or greater, water or wastewater and tunneling capital improvement program within the last 15 years and have a

strong understanding of wastewater and tunneling technologies, including expertise in large tunneling and dewatering pump station and CSO projects associated with LTCPs, training, construction, startup, and commissioning.

o. Health/Safety Manager

The Health/Safety Manager shall have a minimum of fifteen (15) years of health and safety experience in the water or wastewater industry. The Health/Safety Manager must have worked as a Health/Safety Manager on at least one (1) or multiple projects with an aggregate construction value of \$350 million or greater, water or wastewater treatment capital improvement program within the last 15 years. The Health/Safety Manager shall demonstrate a full understanding of all of the health and safety topics and precautions, including rescue and recovery, associated with wastewater treatment process, tunneling, dewatering pumping stations, training, construction & startup, and commissioning expertise with an emphasis on large tunneling and dewatering pump station projects. The Health/Safety Manager shall interface, as necessary or desired, with PVSC's Director of Safety and Security

p. Engineering Specialists (as required)

Licensed Site Remediation Professionals ("LSRP"), Tunnel Engineers, Geotechnical Engineers, Environmental Engineers (oversee permits), Hydraulics Engineers, Value Engineering, Cost Estimators, Schedulers. Engineering Specialists shall have a minimum of fifteen (15) years recent Engineering/Construction familiarity experience on wastewater or water projects including at least five (5) years' familiarity experience on tunneling, dewatering pump station, and CSO projects associated with LTCP projects for wastewater treatment plants in a project engineer position in the planning, design, and implementation phases of wastewater, tunneling, dewatering pumping stations, training, construction and startup and commissioning expertise with an emphasis on large tunneling, dewatering pump station, and CSO projects associated with LTCP projects.

q. Additional services as required by Section VI

Additional duties that satisfy the requirements of Section VI, Scope of Work/Scope of Services. These duties may be performed by a team member listed above, or by a dedicated individual, and shall include as a minimum: Financial Management Control; Loan Support, Legal Support; and Health and Safety.

6. Key/Lead Team Member Resumés

Clearly demonstrate that the key/lead team members proposed by the Respondent meet all the qualification requirements outlined in this RFQ/RFP. The information required in this section for key/lead team members applies to both the key/lead positions identified and the additional key individuals proposed. Provide sufficient information in the proposal to evaluate the ability and experience of each Key/Lead Team Member to successfully fulfill their roles, and complete the Scope of Work/Scope of Services, including, but not limited to the following:

- a. Provide information on additional experts and key individuals who will assume important responsibilities in the contract.
- b. Brief description of the role, responsibilities, qualifications and company affiliation of each key/lead individual on the proposed team for the scopes of services outlined in this RFQ/RFP. Discuss team members' background and experience that demonstrate a strong ability to successfully perform the work.
- c. Respondent shall provide a letter of commitment from each proposed key/lead team member identified in the RFQ/RFP. Each letter of commitment shall be attached to the resume of the applicable individual and signed by the applicable individual. Each letter of commitment must include a statement by the applicable individual that, if PVSC awards an agreement to the Respondent, he or she intends to work on the Program at the percentage of work time specified by Respondent in its RFQ/RFP for the duration of the Program (or proposed role). In the absence of a letter of commitment from an identified key/lead team member, PVSC may determine that the Respondent does not have commitment from the identified individual.
- d. Respondent must provide three (3) references for each Key/Lead Team Member within the last 15 years listed in RFQ/RFP. The following information must be included for each reference, and all references provided in a table format:
 - i. Entity name where the Key/Lead Team Member was employed;
 - ii. Name, and title of reference;
 - iii. Entity for whom reference works;
 - iv. Address of entity;
 - v. Telephone number and email address of reference.

- e. The reference guidelines for the additional specialists' team member positions are dependent upon whether they are provided by the Prime Respondent or as a Subconsultant and should follow the guidelines accordingly.

PVSC shall not be responsible for non-responsive references or references with incorrect contact information. A reference will be found non-responsive if the Respondent's information cannot be verified by the reference within seven (7) calendar days of first contact attempt by PVSC staff. PVSC may, in its sole discretion, contact as many or as few references as it deems necessary for purposes of evaluating responses to this RFQ/RFP, and/or may request additional references.

7. Business Entity Experience and References

Clearly demonstrate that the Respondent meets all the qualification requirements outlined in this RFQ/RFP. Provide sufficient information in the proposal to evaluate the Respondent's ability to successfully complete the tasks outlined in the Scope of Work/Scope of Services, including, but not limited to the following:

- a. A description and background summary of Respondent or, if a Respondent consists of a joint venture ("JV"), all business entities included in the JV. The summary shall include corporate qualifications, commitment, financial ability, strength, and technical capabilities to fulfill all services specified and required to successfully accomplish the work.
- b. If a JV, include a description of the organization, relationships, and defined responsibilities of all partners in the JV. Describe any previous contract or project specific associations between the JV partners to demonstrate successful working relationships.
- c. A description of a minimum of three (3) most recent projects, programs or contracts similar to the PVSC Parallel Interceptor Program previously performed by the Respondent. If a JV, each JV partner shall provide at least one (1) of the three (3) project descriptions. Each description will be limited to two (2) pages and shall demonstrate the Respondent's experience relevant to its specifically defined responsibility, and similarity to the Program. Each description shall include:
 - i. Project/Program/Contract scope/Size of Program Management Contract summary;
 - ii. Respondent's role and responsibilities in the project/program/contract;
 - iii. Respondent staff members who worked on the project/program/contract;
 - iv. Dates when the project/program/contract was performed (start and end dates);

- v. Project/program/contract/Construction Claims (including program management, design and construction cost);
- vi. Respondents should indicate if the project/program/contract was performed on schedule and on budget, including a general description of any litigation associated with the project;
- vii. References: Client name, reference name and reference contact information, including title, company name, address, telephone number, and email address. The reference must be knowledgeable about the work of the Prime Respondent or JV partner on the project/program/contract; and
- viii. Key Staff resumés.

8. Subconsultant Background and References

Clearly demonstrate that the proposed Subconsultants meet all the qualification requirements outlined in this RFQ/RFP. The information required in this section for Subconsultants applies to the key/lead positions identified in this RFQ/RFP. Provide sufficient information in the proposal to evaluate the ability and experience of each Subconsultant to successfully fulfill their roles, and complete the Scope of Work/Scope of Services, including, but not limited to the following:

- a. A description and background summary of each of the Subconsultants firm(s). Summary shall include corporate qualifications, commitment, strength, and technical capabilities to fulfill all services specified and required to successfully accomplish the work.
- b. For the Subconsultant firm(s) providing key/lead team members, provide a description of a minimum of three (3) programs similar/relevant to the PVSC Parallel Interceptor Program previously performed by the key/lead Subconsultant, one of which should be a complex water or wastewater infrastructure capital program with a value, or multiple projects with an aggregate of, \$250 million or more. Each description shall be limited to two (2) pages and shall demonstrate the Subconsultants experience relevant to its specifically defined responsibility. Each description shall include:
 - i. Project/Program/Contract scope summary;
 - ii. Respondent's role and responsibilities in the project/program/contract;
 - iii. Respondent staff members who worked on the project/program/contract;
 - iv. Dates when the project/program/contract was performed (start and end dates);

- v. Project/program/contract costs (including program management, design, and construction cost);
 - vi. Respondents should indicate if the project/program/contract was performed on schedule and on budget, including a general description of any litigation associated with the project.
 - vii. Reference: Client name, reference name and reference contact information, including title, company name, address, telephone number, and email address. The reference must be knowledgeable about the work of the Prime Respondent or JV Partner on the project/program; and
 - viii. Key Staff resumés.
9. The proposal may also contain any other information that the Respondent believes will help demonstrate the Respondent's qualifications relative to the evaluation criteria. Excluding resumés, required forms and documents associated with required forms, the Qualification Proposal should be limited to 100 pages. Resumés are separately limited to 2 pages per resumé.

If the Respondent is a corporation, other than a professional corporation established pursuant to N.J.S.A. 14A:17-1, et seq., and will be offering or practicing professional engineering services in New Jersey as part of this agreement, it shall upon execution of this agreement provide a Certificate of Authorization in compliance with N.J.S.A. 45:8-56.

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V. **BACKGROUND**

PVSC is a body corporate and politic of the State of New Jersey organized pursuant to N.J.S.A. 58:14-1, et seq. PVSC was originally created in 1897 as a gubernatorial commission and was later continued in perpetuity by act of the New Jersey Legislature in 1902. PVSC's statutory mission is to address pollution concerns in the Passaic River and its tributaries, from the Great Falls in Paterson to the confluence of the Newark Bay.

PVSC provides wastewater treatment service to all or parts forty-eight (48) municipalities within Bergen, Essex, Hudson, Passaic, and Union counties within the PVSC Sewer District located in Northeast New Jersey. To that end, PVSC owns, operates, and maintains a main interceptor sewer (the "Main Interceptor Sewer"), branch interceptor sewers, as laterals and connections that receive flow from the local municipalities' collections systems, and which are ultimately treated at PVSC's facility in Newark. In total, PVSC serves approximately 1.6 million people, 180 significant industrial users, and some 5,000 commercial customers. The PVSC Sewer District covers approximately 150 square miles from Newark Bay to regions of the Passaic River Basin upstream of the Great Falls in Paterson. PVSC's Main Interceptor Sewer begins at Prospect Street in Paterson and generally follows the alignment of the Passaic River to the PVSC Water Resource Recovery Facility ("WRRF") in the City of Newark. The WRRF receives flow from three sources: the PVSC Main Interceptor Sewer, the City of Newark's South Side Interceptor, and the Hudson County Force Main. PVSC's Main Interceptor Sewer receives flow from PVSC's multiple branch interceptor sewers as well as from PVSC's multiple local and lateral sewer connections.

PVSC receives flow from the local municipalities' collections systems either through the CSO regulator chambers (from combined sewer systems) or through a direct sewer connection (from separate sewer systems). PVSC does not own, operate, or maintain any CSO outfalls upstream or downstream of the PVSC CSO regulator chambers; the outfalls are owned, operated, and maintained by local municipalities. PVSC owns, operates, and maintains only the active CSO regulator chambers that connect the local municipalities' sewers to the PVSC collection and conveyance system (i.e., Main Interceptor Sewer, branch interceptor sewers, and local/lateral sewer connections).

Forty municipalities for which PVSC provides sewerage service have separately sewered systems. Eight (8) municipalities have combined sewer systems ("CSS"), including:

City of Jersey City	Town of Harrison
Borough of East Newark	Town of North Bergen
City of Paterson	City of Bayonne
Town of Kearny	City of Newark

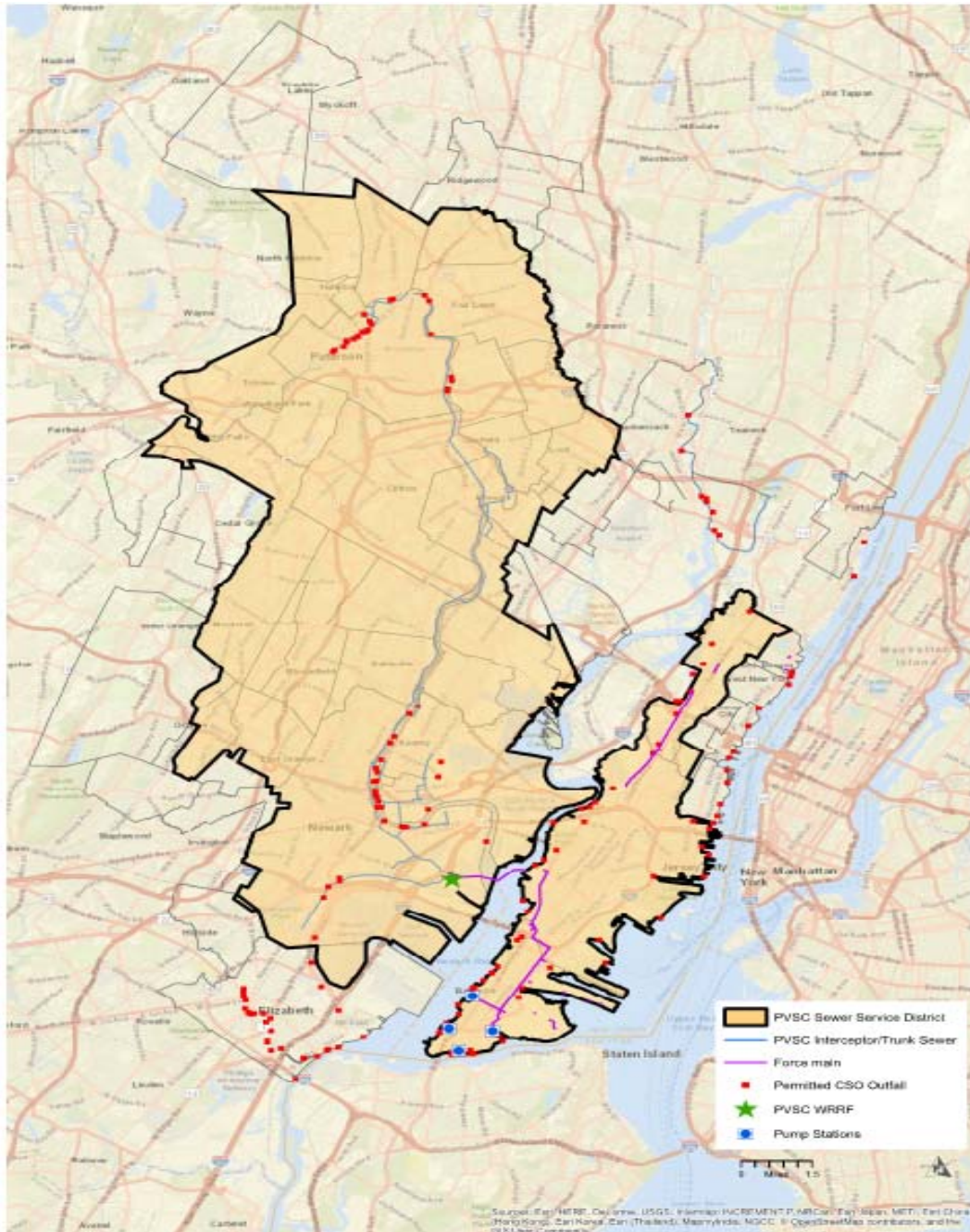


Figure 1: PVSC Sewer District

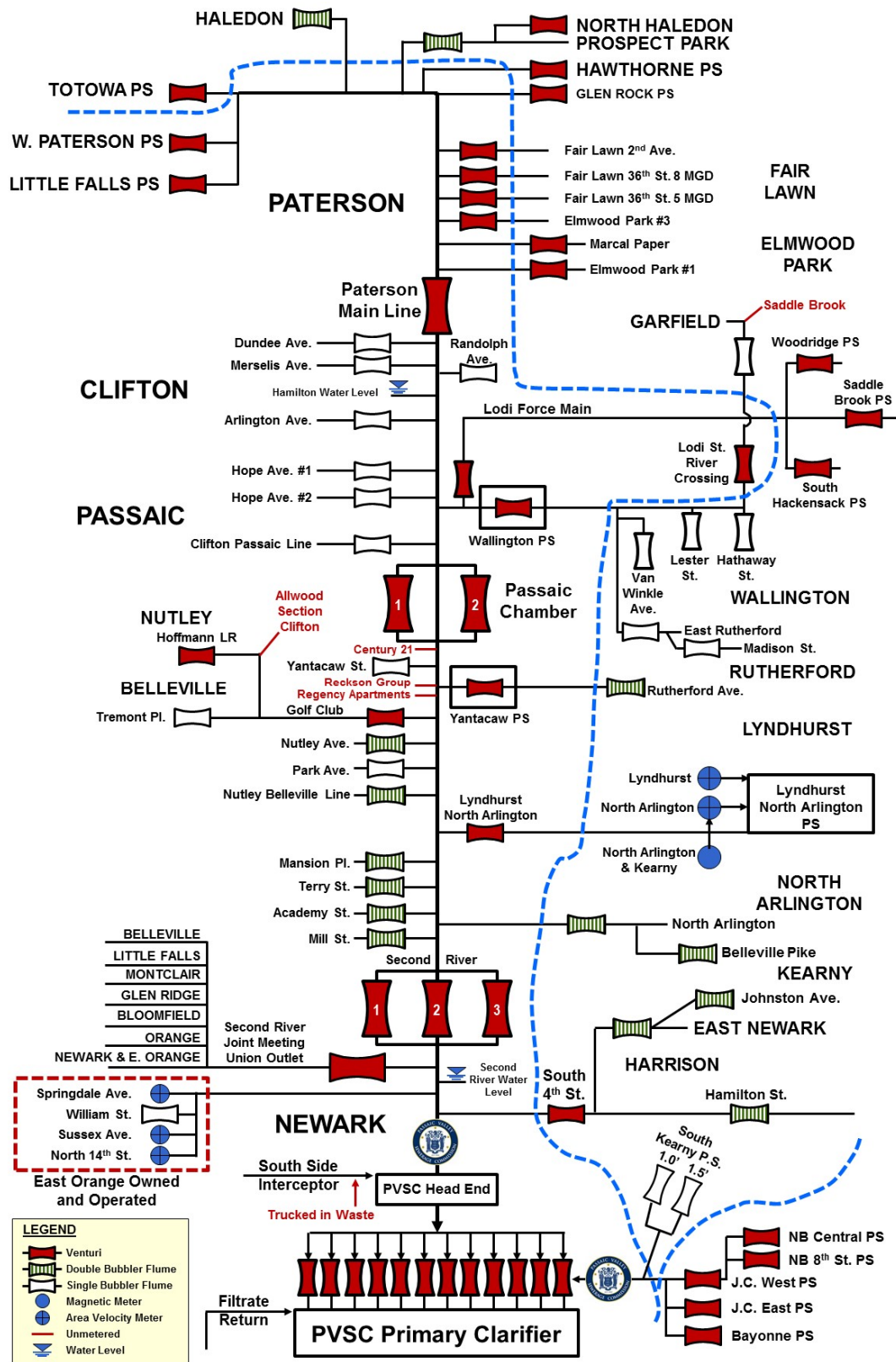


Figure 2: PVSC Sewer District General Flow Schematic

The Main Interceptor Sewer is over 21 miles long with branch interceptor sewers and laterals and local sewer connections connecting into it along its route from Paterson to the PVSC WRRF. The Main Interceptor Sewer changes in size (3'-9" to 12'-9"), shape (circular or semi-elliptical), and slope as it traverses generally south from Paterson.

The Main Interceptor Sewer runs through Paterson, Clifton, and Passaic within Passaic County, and Nutley, Belleville, and Newark within Essex County.

Items in ***italics*** in this section indicate sewers that will or potentially could be directly impacted by the Parallel Interceptor Program infrastructure improvements.

Main Interceptor Sewer Sizes and Shapes by Municipality

- Paterson
 - o 3'-9" (circular)
 - o 4'-9" (circular)
 - o 5'-5" x 5'-5" (semi-elliptical)
 - o 5'-9" x 5'-9" (semi-elliptical)
 - o 6'-0" x 6'-0" (semi-elliptical)
 - o 6'-9" x 6'-9" (semi-elliptical)
- Clifton (North)
 - o 6'-9" x 6'-9" (semi-elliptical)
 - o 6'-9" (circular)
 - o 7'-6" x 7'-6" (semi-elliptical)
- Passaic
 - o 7'-6" x 7'-6" (semi-elliptical)
 - o 8'-6" x 8'-6" (semi-elliptical)
 - o 9'-0" x 9'-0" (semi-elliptical)
- Clifton (South)
 - o 9'-0" x 9'-0" (semi-elliptical)
- Nutley
 - o 10'-0" x 10'-0" (semi-elliptical)
- Belleville
 - o 10'-0" x 10'-0" (semi-elliptical)
- Newark
 - o 10'-6" x 10'-6" (semi-elliptical)
 - o 10'-10" (circular)
 - o 11'-0" x 11'-0" (semi-elliptical)
 - o 11'-1" x 11'-1" (semi-elliptical)
 - o 11'-3" (circular)

- o 11'-9" (circular)
- o 12'-9" (circular)
- o 12'-6" x 12'-6" (circular or semi-elliptical)

The Main Interceptor Sewer runs from Station 2+00 at the Head End Facilities (located in Newark, NJ) to Station 1120+23 at Prospect St. in Paterson, NJ. It starts at Station 2+00 because this is where the new Head End was cut into the existing Main Interceptor just 200 feet upstream from the original Grit and Screening Facility. The South Side Interceptor now runs upstream through this "dead" section to connect into the Main Interceptor at Station 2+21.

Based on the scope of work for the Parallel Interceptor, only the roadways within the City of Newark where the Main Interceptor Sewer is located have been identified:

- Avenue P
- Wilson Avenue
- Ferry Street
- Raymond Plaza East
- Raymond Boulevard
- River Street
- McCarter Highway (US Route 21)
- 3rd Avenue East
- Passaic Street
- Riverside Avenue
- McCarter Highway

Along the Main Interceptor Sewer there are six (6) in-line venturi meter chambers at three (3) locations:

- One (1) Paterson Venturi Meter Chamber;
- Two (2) Passaic Venturi Meter Chamber; and
- Three (3) Second River Venturi Meter Chamber.

Along the Main Interceptor Sewer there are also four (4) inverted siphons at two (2) river crossing locations:

- Third River Siphon (two 6'-6" diameter)
- Second River Siphon (two 7'-0" diameter)

There are eleven (11) branch interceptor sewers that total over 13.1-miles in length:

1. *Jabez Street Branch Interceptor Sewer (Newark, Essex County);*
2. *Brown Street Branch Interceptor Sewer (Newark, Essex County);*
3. *Kearny-Harrison-Newark Branch Interceptor Sewer (Kearny & Harrison, Hudson County, and Newark, Essex County);*
4. *Duke and Tappan Street Lateral (Kearny, Hudson County);*
5. *Kearny-East Newark-Harrison Branch Interceptor Sewer (Kearny, East Newark, & Harrison, Hudson County);*
6. *Kearny-North Arlington Branch Interceptor Sewer (Kearny, Hudson County & North Arlington, Bergen County);*
7. *Rutherford-Lyndhurst Branch Interceptor Sewer (Rutherford & Lyndhurst, Bergen County);*
8. *Rutherford-East Rutherford Branch Interceptor Sewer (Rutherford & East Rutherford, Bergen County);*
9. *Garfield-Passaic-Wallington Branch Interceptor Sewer (Garfield, Passaic, & Wallington, Bergen County);*
10. *Warren Street Branch Interceptor Sewer (Paterson, Passaic County); and*
11. *Prospect Street Branch Interceptor Sewer (Paterson, Passaic County).*

There are fourteen (14) laterals and local sewer connections that total over 1.5-miles in length:

1. *Bergen Street Lateral (Harrison, Hudson County);*
2. *Duke and Tappan Street Lateral (Kearny, Hudson County);*
3. *First Street Lateral (Harrison, Hudson County);*
4. *Saybrook/Rector Lateral (Newark, Essex County)(decommissioned);*
5. *Bridge Street Lateral (Newark, Essex County);*
6. *Clay Street Lateral (formerly Carlisle Place)(Newark, Essex County);*
7. *Third / Fourth Avenue Lateral (Newark, Essex County);*
8. *Dundee Lateral (Passaic, Passaic County);*
9. *Wall Street Lateral (Passaic, Passaic County);*
10. *Passaic Street Lateral (Passaic, Passaic County);*
11. *First Avenue Lateral (Paterson, Passaic County);*
12. *East Eleventh Street Lateral (Paterson, Passaic County);*
13. *Sixth Avenue Lateral (Paterson, Passaic County); and*
14. *North Straight Street Lateral (Paterson, Passaic County).*

There are also multiple other local sewer connections that connect into the Main Interceptor Sewer and/or branch interceptor sewers from the local municipalities' sewer systems that are not associated with the identified lateral and local sewer connections and/or CSO regulators.

REPORTS, STUDIES, AND PERMITS RELATED TO THE LONG-TERM CONTROL PLAN

Information of any nature, form, format, or medium supplied by PVSC is provided “as-is” for the Respondent’s convenience. PVSC makes no representations or warranties as to the accuracy or fitness for a particular purpose of any information provided. Respondents may not rely upon any information provided without independent verification. Respondent’s use of any such information is solely at the Respondent’s own risk.

1. PVSC Regional Long-Term Control Plan Report (October 2020; revised August 2021), and associated documents, available at:

<https://dep.nj.gov/dwq/combined-sewer-overflow/cso-controls/#1659640119517-37ddae50-dbdf>

2. Parallel Interceptor Routing Analysis Final Report (June 2022).

3. PVSC’s current NJPDES Permit (EDP 1/1/2026), available at:

https://dep.nj.gov/wp-content/uploads/dwq/pdf/permits_and_related_documents/csm_nj0021016_pvsc.pdf

VI. SCOPE OF WORK/SCOPE OF SERVICES

The Parallel Interceptor Program infrastructure improvements are a critical component of the Regional LTCP that will satisfy the United States Environmental Protection Agency’s Combined Sewer Overflow Control Policy and the terms of PVSC’s current NJPDES Permit.

PROGRAM MANAGER

The Program Manager (the “PM”) shall provide expert professional program and project management and related support services to plan, design, and construct all aspects of the Program infrastructure improvements. As part of this effort, the PM shall validate and expand upon prior studies to ensure a sound understanding of the Program to date and to develop a practicable plan to move forward. The PM shall be responsible for all disciplines required to complete the scope of work and ensure all efforts comply with federal funding guidelines.

PVSC personnel will be integrated into the Program. The PM will integrate and augment PVSC staff during peak construction demands to execute the Program infrastructure improvements efforts. The integration of PVSC staff shall be planned to occur during the operation, testing, and equipment training portions of the construction projects. Once the PM has transitioned out of the Program, a highly trained PVSC staff will use the tools

developed as part of the Program to continue to manage the future Program infrastructure improvements.

The PM will work closely with PVSC representatives to provide technical support and overall project management services related to the Program. The PM will provide management of all contractors, including subcontractors and professional service contractors, specifically engaged in performing work related to the Program. The PM will report directly to PVSC's Chief Engineer. The PM services will be a complete, multi-year (currently contemplated to be 15 years) agreement associated with and related to all support services to plan, design, permit, acquire necessary easements/properties, construct, and place into operation all aspects of the Program infrastructure improvements with the potential for amendments of additional services as they are defined for the duration of the Program.

PVSC reserves the right to commence, close, reduce, or extend the PM Services at any time in response to changing needs. Further, PVSC may terminate the Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of PVSC. In the event of unavailability of funds to pay any amounts due under this Agreement, PVSC shall immediately notify the Selected Respondent, and the Agreement shall terminate without penalty or expense to PVSC. Upon termination, PVSC shall pay the Selected Respondent for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by the Agreement.

All Respondents expressly acknowledge and understand that PVSC has filed an appeal with the New Jersey Department of Environmental Protection specifically challenging the provisions of PVSC's current NJPDES Permit that require PVSC to construct the Parallel Interceptor Program that is the subject of this RFQ/RFP, and that the appeal is currently pending. Depending on the outcome of the appeal, PVSC may terminate any and all services contemplated by this RFQ/RFP without penalty or expense to PVSC. Upon termination, PVSC shall pay the Selected Respondent for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by the Agreement.

PVSC shall be the signatory to all executed contracts derived from PM services.

See PVSC's current NJPDES permit (EDP 1/1/26) for additional information related to the overall duration (currently contemplated to be 15 years) of the Parallel Interceptor Program that requires PM services. (**Note:** The Parallel Interceptor Routing Analysis Report (June 2022) refers to a nine (9) year Program duration; that reference is incorrect and should not be used for submission purposes.)

The PM shall be required to coordinate and work with stakeholders both internal and external to PVSC, including but not limited to the Regional Long Term Control Plan Program Manager, other PM Services for PVSC and the CSS Municipalities, local and federal agencies, the Consultant design manager for the detailed design services and, the Consultant for the Construction Manager, as required.

Note: Once selected, the Proposed PM Team shall be excluded from providing detail design services, executing contracts and approving change orders as part of this Program. Consultants currently providing design services will not be precluded from being selected for PM services.

General

The scope of this RFQ/RFP is to select a qualified Respondent to provide the necessary Professional Engineering Services for the Program Management Services related to the Parallel Interceptor Program.

The Respondent shall be able to demonstrate that it will have the continuing capabilities to provide the necessary Professional Engineering Services for the Program Management Services related to the Program, for which PVSC intends to pursue funding under the New Jersey Environmental Infrastructure Financing Program (“I-Bank”) and any other available funding sources.

The proposal shall be based on a **core scope of work** (as outlined in the Parallel Interceptor Routing Analysis Report (June 2022) for the planning, design, and construction of a Parallel Interceptor, an associated pump station, up to five (5) associated interconnections with PVSC’s existing Main Interceptor Sewer, up to seven (7) CSO diversion sewers (i.e., Drop Shafts / Interconnections), a review and recommendation of electrical power and supply requirements, and the Maintenance of Plant Operations (“MoPO”) as outlined below.

The **core scope of work** will be used for evaluation purposes. Actual work may include additional projects that would be billed based on the rate sheets submitted in the Respondents proposal for the actual effort required. The Respondents shall prepare a program based on information provided herein and general knowledge of the workings of PVSC. The **core scope of work** for the design and construction shall include, at a minimum, the following:

- **Parallel Interceptor**
 - 14-foot diameter; 20,000 linear feet long (approx.); 50-feet to 70-feet depth below grade (approx.); soft ground, pressurized, mixed face tunnel; with water-tight, tapered, segmental lining system (solid neoprene or HDPE gaskets)
- **Parallel Interceptor Pump Station**
 - 100 MGD dewatering pumping station – Initial Capacity
 - 600 MGD dewatering pumping station – Future Expansion Phasing Capacity

- **Parallel Interceptor Interconnections with existing Main Interceptor Sewer**
 - Up to Five (5) interconnections at select point along the route to allow flow transfer from the Main Interceptor Sewer to the Parallel Interceptor
- **CSO Diversion Sewers**
 - Seven (7) Newark CSO Outfall Sewers (encompassing nine (9) CSO Regulators) require overflows to be diverted to the Parallel Interceptor:
 - NE008 => CSO No. 050 - Fourth Avenue CSO Regulator
 - NE009/010 => CSO Nos. 051/076 – Clay St/Passaic St CSO Regulator
 - NE014 => CSO Nos. 054/055 - Rector St/Saybrook Pl. CSO Regulator
 - NE015 => CSO No. 056 – City Dock CSO Regulator
 - NE016 => CSO No. 057 - Jackson Street CSO Regulator
 - NE017 => CSO No. 058 – Polk Street CSO Regulator
 - NE018 => CSO No. 059 - Freeman Street CSO Regulator
- **Review and Recommendation of Electrical Power and Supply Requirements**
 - Either a power generation facility or a power substation facility
- **Maintenance of Plant Operations**
 - MoPO review, coordination, recommendations and integration with the existing and planned facilities at the PVSC WRRF and the existing interceptor, regulator chambers, and combined sewer overflows

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

Proposals shall be broken down into the following task descriptions:

- TASK 1: DOCUMENT REVIEW AND COMPIATION OF DATA
- TASK 2: PROJECT WORK PLAN, SCHEDULING, AND REPORTING
- TASK 3: PROGRAM DEVELOPMENT
- TASK 4: INVESTIGATION AND VALIDATION
- TASK 5: PROPERTY ACQUISITIONS AND EASEMENTS

- TASK 6: GEOTECHNICAL INVESTIGATIONS
- TASK 7: DEVELOPMENT OF BASIS OF DESIGN (BODR) REPORT
- TASK 8: IMPLEMENTATION / EXECUTION
- TASK 9: OPERATIONS
- TASK 10: OTHER DIRECT COSTS (ODCs)
- TASK 11: PMWEB LICENSES
- TASK 12: ADMINISTRATION OF PVSC FUNDING
- TASK 13: SPECIALTY CONSULTING SERVICES ALLOWANCE
- TASK 14: OTHER ALLOWANCE(S)
- TASK 15: CONSULTANT RESPONSIBILITY

The Successful Respondent may request and PVSC, in its sole discretion, may provide to the Successful Respondent certain materials mentioned in this RFQ/RFP or additional materials. Prior to being granted access, the Successful Respondent shall sign and deliver to PVSC an executed Non-Disclosure Agreement in the form set forth to this RFQ/RFP as **Attachment O. Failure to comply with all terms and conditions of the Non-Disclosure Agreement shall result in immediate disqualification from consideration of award and/or immediate termination of contract.**

Information of any nature, form, format, or medium supplied by PVSC is provided “as-is” for the Respondent’s convenience. PVSC makes no representations or warranties as to the accuracy or fitness for a particular purpose of any information provided. Respondents may not rely upon any information provided without independent verification. Respondent’s use of any such information is solely at the Respondent’s own risk.

TASK 1: Document Review and Compilation of Data

Subtask 1.1 – Document Review

The Successful Respondent shall review and make themselves aware of all studies and reports associated with the Regional LTCP and the Parallel Interceptor Routing Analysis.

The Successful Respondent shall also review and make themselves aware of PVSC’s existing collection system facilities (i.e., Main Interceptor Sewer, Branch Interceptor Sewers, Lateral & Local Sewer Connections, Combined Sewer Overflow Regulators), specifically those facilities within the limits of the City of Newark.

The Successful Respondent shall also review and make themselves aware of PVSC’s Geographic Information System (GIS) Linear Assets Tool for the location, orientation, and depth of PVSC’s existing collection system facilities.

The Successful Respondent shall also review and make themselves aware of the following additional miscellaneous information: PVSC's CSO Regulators Standard Operating Procedures (SOP); PVSC's Overflow Analysis Report for a tabulation of the overflows within the Newark Area; and PVSC's Alternative Wet Weather Treatment Protocol Control Scheme (DRAFT).

The Successful Respondent shall also review and make themselves aware of PVSC's existing facilities at the PVSC WRRF and their operations during both dry weather flow events and wet weather flow events.

Information of any nature, form, format, or medium supplied by PVSC is provided "as-is" for the Respondent's convenience. PVSC makes no representations or warranties as to the accuracy or fitness for a particular purpose of any information provided. Respondents may not rely upon any information provided without independent verification. Respondent's use of any such information is solely at the Respondent's own risk.

Subtask 1.2 – Compilation of Data

Provide a close out report (coordinate with Task 8.10 – Project Close Out) for Program infrastructure improvements. The close out report shall include (at a minimum) a summary of the Program infrastructure improvements activities with references to the location of all critical Program files. Included with the report shall be an update of the GIS and tabulation of sewer status. The Successful Respondent shall update GIS maps and tabulations to include the status of the rehabilitation of each node and segment. The close out report should include video and/or sonar recordings for each separate asset and photographs of each asset stored on an appropriately sized electronic storage device. The close out report should also include a comprehensive listing of all assets evaluated under the Program infrastructure improvements.

To complete this task, PVSC will locate and make available for review and copying by the Successful Respondent any additional information on the PVSC collection system. It should also be understood for security reasons that any such information provided will be for the exclusive use of the Successful Respondent for the Program infrastructure improvements and the Successful Respondent will not be authorized to provide any of the information to outside parties without the written consent of PVSC.

The Successful Respondent shall prepare and submit five (5) DRAFT copies of any and all reports to PVSC for review, comments, and discussion prior to finalizing. The Successful Respondent shall prepare and submit ten (10) FINAL copies of any and all reports to PVSC.

TASK 2: Project Work Plan, Scheduling, and Reporting

Subtask 2.1 – Project Work Plan

The Successful Respondent shall develop a Program work plan for the work, including a schedule and proposed reporting for the Program Management Services related to the Program infrastructure improvements. The work plan shall also comply with the

requirements of the PVSC Safety Manual which is available for download on PVSC's website:

https://www.nj.gov/pvsc/home/forms/pdf/Construction_Safety_&_Health_Manual_for_Contractors.pdf.

The work plan shall also include sections related to quality. The schedule for the Program will be updated on a monthly basis and submitted along with the Successful Respondent's monthly invoice requests. The schedule will be submitted to the PVSC project manager in Microsoft Project or Primavera P6.

Subtask 2.2 – Environmental Assessment Report

The Successful Respondent shall prepare an environmental assessment report, including provisions to obtain a categorical exclusion from substantive environmental review for the Program infrastructure improvements. In accordance with 40 CFR Part 6, it is anticipated that Successful Respondent will need to prepare a Request for Categorical Exclusion (CE) with the supporting environmental report for the Program infrastructure improvements. Requirements for the environmental assessment report shall include an evaluation of potential cultural resources effects.

Subtask 2.3. – Environmental Planning Documents

The Successful Respondent will need to prepare the necessary Environmental Planning Document(s) in accordance with N.J.A.C. 7:22-10 for the NJDEP to perform the necessary environmental review for the Program infrastructure improvements. See **Task 3.2 (Program Scope)** for the recommended contracts associated with the Program infrastructure improvements.

Subtask 2.4 – Available Funding Report

The Successful Respondent will be required to review, investigate, and prepare report of available funding (i.e., grants, partially funded under the New Jersey Environmental Infrastructure Trust ("NJEIT"), etc., that are available to PVSC for the Program infrastructure improvements project(s). The Successful Respondent shall assist PVSC with the preparation and submission of all the necessary application packages associated with gaining funding under this Program. For NJEIT funding activity, the Successful Respondent shall provide support to PVSC with the submission of Program planning and design documents and for coordination with the NJDEP.

Subtask 2.5 – Monthly Progress Reports

The Successful Respondent shall provide monthly reports discussing Program activities for the month and indicating action items that need attention. Additionally, the Successful Respondent will be required to prepare meeting agendas and attend a kickoff meeting for Program understanding, monthly progress meetings, and final Program summary of findings and recommended implementation schedules with PVSC representatives, including the preparation of meeting minutes for the duration of the contract period. The

Successful Respondent should develop and maintain cost loaded CPM schedule for the implementation of each contract division and the whole Program. Due to the anticipated size and scale of this Program, the Successful Respondent will be required to prepare a presentation of the Project Work Plan and then present the presentation to the Commissioners and the Executive Director twice a year, including updates to the Program work plan, for the duration of the Program. See **Attachment N** for a Sample Monthly Progress Report. The intent is to better track deliverables, schedule, and cost for the overall Program. Charts should show expenditures on one y-axis and associated % task completed on opposite y-axis.

The Successful Respondent shall attach the monthly progress report to its monthly detailed invoice and payment request. Invoice and payment requests submitted to PVSC for review and approval without a monthly progress report shall be rejected. In addition, monthly invoicing for all task items regardless of lump sum, reimbursable, and/or allowance tasks structure shall be backed up and broken down to include the employee's name, number of hours worked, hourly rate, and total for all persons working on the Program and billing calculations in order to support the invoice amounts in accordance to comply with the requirements of the funding agencies, i.e., I-Bank, as well as with PVSC's Finance Department. The monthly invoice requirements noted herein apply to the Successful Respondent as well as to each subconsultants/subcontractors. Failure to comply with this requirement shall result in rejection of monthly invoices until compliance has been met in accordance with the requirements outlined herein. NOTE: Lump Sum/Percentage of Completion is not an acceptable invoicing practice.

TASK 3: Program Development

Subtask 3.1 – Program Management Plan

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

- Vision and Mission Statement
- Staffing Plan and Table of Organization
- Communication Plan
- Project Management Plan
- Scope Management Plan
 - See Parallel Interceptor Route Analysis Report (June 2022); specifically, the Implementation Schedule for the List of Task Descriptions, in order design, permit, acquire necessary easements/properties, construct, and place into operation.

- See PVSC's current NJPDES Permit (EDP 1/1/26) for additional information related to the scope of work of the LTCP that will require PM services, including extensive public outreach.
- Document Management/ Workflow (PMWeb) Plan
- Schedule Management Plan
 - See **Appendix C**, PVSC Parallel Interceptor Route Analysis Report (June 2022); specifically, the Implementation Schedule for the List of Task Descriptions in order to design, permit, acquire necessary easements / properties, construct, and place into operation. The List of Task Descriptions 'Plan Start' and 'Plan End' dates will need to be revised based on the fifteen (15) year total duration noted in PVSC's current NJPDES permit (October 2025).
- Compliance Plan
- Change Management Plan
- Financial Management Plan
- Health and Safety Plan (HASP)
- Quality Management (QA/QC) Plan
- Permit Management Plan (Matrix)
- Risk Management Plan Contractor Insurance Requirements, Owner Controlled Insurance Program, Dispute Review Boards, etc.
 - The Successful Respondent shall review, adhere to, and adopt the principles and intent of the Guidelines for Improved Risk Management (Underground Construction Association, June 2015), including any updates, for the Program infrastructure improvements.
- Procurement Management Plan
- Regional LTCP Management Plan
 - See PVSC's current NJPDES Permit (EDP 1/1/26).
- Public Information and Stakeholder Management Plan
 - See Task 3.4 and Task 8.8 – 'Meetings and Public Outreach' for additional information related to stakeholder management and meetings.
- Property Acquisition/Easement Plan

- Environmental Strategy Plan
 - Environmental Planning Document
 - The Successful Respondent will need to prepare the necessary Environmental Planning Document(s) in accordance with the New Jersey Environmental Justice Law (N.J.S.A. 13:1D-157, et seq., and associated regulations), N.J.A.C. 7:22-10, and any and all other applicable statutes, regulations, rules, and/or orders for the NJDEP to perform the necessary environmental review for the Program infrastructure improvements projects.
- Contract Document Standards/ Design Standards
- Project Reporting
- Asset Management / Record Keeping
- Geotechnical Plan
- Other Tasks (and Subtasks) Successful Respondent Deems Necessary to Deliver Successful Program.

Subtask 3.2 – Program Scope

The Successful Respondent shall perform constructability reviews, value engineering, existing condition assessment, functionality, permit feasibility, financial feasibility, and operability and define Scope of Work for the construction of **all** of the Program infrastructure improvements projects. Determine whether projects can be constructed as outlined and identify any additional work missing from scope.

As part of the Program scope, the Successful Respondent will need to define roles, responsibility, scope development, and BODR's for the individual design packages (10% design), including the development of a GIS informational dashboard. The Successful Respondent shall also provide technical reviews, conceptual designs, and technical reports for the individual design packages.

As part of the individual design packages, the Successful Respondent shall include an anticipated List of Drawings as well as a Table of Contents for the Specifications for the Program.

See Task 4 (and below) for the initial suggested design & construction contracts. The Successful Respondent shall review and recommend contracting strategies to PVSC based on the Final BODR for **all** of the Program infrastructure improvements contracts.

Scope is to further develop the BODR to 10% design status and create RFQ/RFPs in order to solicit and select professional engineering services to complete the designs and to oversee the construction administration services associated with the projects.

PVSC anticipates that the Successful Respondent will prepare and solicit nine (9) contracts for professional engineering services as follows:

- Parallel Interceptor: one (1) progressive design-build contract;
- Parallel Interceptor Pump Station: three (3) design-bid-build contracts, including one (1) site prep contract, one (1) pump station contract, and one (1) electrical power contract;
- Up to five (5) Parallel Interceptor Interconnection with Main Interceptor Sewer, including two (2) design-bid-build contracts;
- Up to seven (7) CSO Diversion Sewers, including two (2) design-bid-build contracts; and
- MoPO of the Program infrastructure improvements contracts and integration with the existing facilities at the PVSC WRRF, including one (1) design-bid-build contract.

As part of the Program scope, the Successful Respondent shall perform a thorough investigation, review, and assessment of the following items. The Successful Respondent shall incorporate the following items (along with their final recommendations from the Final BODR) into the multiple design packages associated with all of the Program infrastructure improvements contracts.

1. Review Electrical Power Requirements (temporary during tunnel construction (tunnel boring machine (“TBM”) and pump station) (permanent – Pump Station 100 MGD (current build) and 600 MGD (future buildout)). The Successful Respondent shall reach out to and coordinate with the utility company regarding electrical power needs and requirements. The Successful Respondent shall review options for either a power generation facility or a power substation facility (with adequate redundancy and emergency backup power source) to support both the temporary and permanent electrical power requirements associated with the Program infrastructure improvements as described within the Regional LTCP Report as well as the Parallel Interceptor Routing Analysis Report.
 - a. The Successful Respondent shall make themselves aware of the City of Newark’s Flowmeter Installation Project/Program and how that project relates to the Program infrastructure improvements.
 - b. The Successful Respondent should plan to meter any and all connections from the local municipalities into the Program infrastructure improvements and coordinate with the appropriate power company for their requirements.
2. Analysis of Construction Risks and Vertical Alignment of the Parallel Interceptor in Future Design Phases shall include the following (at a minimum):

- a. Review of Available Record Drawings and other information.
 - b. Risk of Settlement of Foundations (minimum depth of cover should be maintained).
 - c. Geotechnical Subsurface Exploration Program.
 - d. Performance of Field Site Surveys.
 - e. Perform initial high-level assessment of traffic control requirements and impacts for each of the construction contracts, including required detours and coordination with the impacted adjacent responsible agencies, counties, and/or municipalities.
 - f. The Successful Respondent shall review, adhere, and adopt to the principles and intent of the Guidelines for Improved Risk Management (Underground Construction Association, June 2015), including any updates, for the Program infrastructure improvements.
3. Main Interceptor Sewer – Existing Conditions
- a. Coordination of existing utilities
 - b. Coordination of existing transportation infrastructure
4. Environmental Conditions
- a. Flood Prone Areas
 - b. Geotechnical Investigations and Evaluations Program
 - i. Hazardous Waste/Contaminated Areas
 - ii. Extensive sampling and testing of soil and groundwater program
 - iii. Handling, treatment, and disposal of soil and groundwater, including potentially contaminated soil and/or groundwater.
 - iv. Subsurface geotechnical ground treatment in order to reduce risk of settlement along tunneled alignment, including, but not limited areas where the tunnel may be in close proximity to the existing Main Interceptor Sewer and potential impacts thereupon.
 - v. Adequate Ground Cover & Clearance from Other Existing Infrastructure for Minimizing Settlement (i.e., reduce) and Avoidance of Blow-Out Conditions.

Subtask 3.3 – Schedule and Budget

The Successful Respondent is to define Program implementation timeline and budgetary costs including construction costs as well as PM and engineering costs. Budgetary costs will be drawn against based on rate sheets for actual effort required and composite CPM.

In addition, the Successful Respondent shall prepare and define the staffing plan (estimate to complete) for the program management services related to the Program infrastructure improvements. The staffing plan shall incorporate (at a minimum) all of the design/construction contracts along with the associated completion dates (both substantial and final), all role titles, all role descriptions, staff names and their associated firm, and staff full-time/part-time/as-needed status. See **Attachment N** for a sample staffing plan.

Subtask 3.4 – Meetings and Public Outreach

The scope of work, at a minimum, shall cover the following tasks as they relate to Tasks 1, 2, 3, 4, 5, 6, 7 and 8; except for 8.8, which is not included within Task 3.4. The Successful Respondent shall include, in its proposal, all the necessary engineering disciplines and/or specialties as necessary:

1. Attend a kickoff meeting to review the work scope, work plan and schedule with PVSC personnel.
2. Attend monthly PM services program meetings for the duration of the Program, to review findings, options, costs & recommendations for the scope of work as well as brief PVSC personnel on the status of the overall program management services level of effort.
3. Attend meetings to review the Conceptual, Preliminary, and Final BODRs and design packages associated with **all** of the Program infrastructure improvements contracts.
 - a. The Successful Respondent shall also furnish a draft report and provide a formal presentation to PVSC's Executive Management of the work related to the Final BODR and design packages associated with **all** of the Program infrastructure improvements contracts.
4. Attend such additional workshops as the Successful Respondent may request and as PVSC may authorize in order to obtain input/decisions on Program components from PVSC.
5. Attend up to an additional twelve (12) meetings for each year of the overall Program as may be requested by PVSC to review and discuss various aspects of the Program.

6. Local and State Stakeholders Coordination and Public Outreach

The Successful Respondent shall prepare for and participate in meetings with Program stakeholders and interested public entities. The Successful Respondent shall review the list of participants below and identify additional local and state stakeholder participants that will need to be informed and involved in this Program. Preparation shall include the creation of necessary presentations, including meeting minutes within two (2) days following any Program stakeholder meeting. Anticipate six (6) Program stakeholder meetings per year over the course of the Program. Establish a Citizen's Advisory Group (CAG) that includes interested stakeholders. Participants should include, but are not necessarily limited to:

- Ironbound Community Corporation
 - NY/NJ Baykeeper and the Hackensack Riverkeeper
 - State and local community interest groups and local business improvement districts
 - Industry peer groups
 - City of Newark Mayor's Office and respective departments
 - State of New Jersey and all respective departments (this is separate from Project Planning and Permitting meetings)
 - NJ Department of Environmental Protection, and the State Historic Preservation Office
 - NJ Department of Transportation
 - Railroad(s)
 - The New Jersey Governor's Authority Unit
7. The Successful Respondent shall assist PVSC in satisfying all requirements of PVSC's NJPDES Permit regarding public outreach and the Supplemental CSO Team specifics as they relate to all of the Program infrastructure improvements contracts. In addition, public outreach, content development, communications, team formation, and the conduct of meetings, the PM shall coordinate the Supplemental CSO Team's activities and provide information to the Regional LTCP Program Manager for incorporation into the overall Regional LTCP website.

8. The Successful Respondent shall create and maintain a public outreach information website (specific as it relates to **all** of the Program infrastructure improvements contracts) to provide interested stakeholders current Program information regarding schedules, environmental and quality of life impacts due to construction related activities. The Successful Respondent shall provide website updates on a monthly basis over the course of the Program.
 - a. See NJDEP’s “A Guide to CSO Public Engagement for New Jersey’s Combined Sewer Overflow Permits and Long-Term Control Plans” (dated January 2024) for additional information. https://dep.nj.gov/wp-content/uploads/dwq/a_guide_to_cso_public_engagement_final_jan2024.pdf

TASK 4: Investigation and Validation

Subtask 4.1 – Investigation and Validation

The Successful Respondent shall perform a thorough investigation, review, and assessment to verify and confirm the recommendations associated with the Parallel Interceptor Program infrastructure improvements as documented within the Regional LTCP Report, the Parallel Routing Analysis Report, and PVSC’s current NJPDES permit.

As part of the investigations and validation of the alignment, the Successful Respondent shall also perform hydraulic analysis necessary, including review and update of any existing hydraulic modeling, CFD modeling analysis, and physical modeling.

In addition, as part of the investigations and validation of the alignment, the Successful Respondent shall also include aspects related to identifying properties to pursue, leveraging the tunnel as regionalization local to the WWTP, brownfields, energy, green infrastructure, and community beautification projects.

The following is a general list of topics that represent some of the highlights from the Parallel Routing Analysis Report that the Successful Respondent will need to investigate, review, and assess in order to verify and confirm the recommendations associated with the Program infrastructure improvements. Additional topics that are not included in the Routing Analysis Report are also included and will also need to be investigated, reviewed, and assessed.

1. Parallel Interceptor – Soft Ground Tunnel Route Alternative
 - a. Mechanized tunneling using a pressurized, mixed face TBM and a water-tight, tapered, segmental lining system (Solid neoprene or high-density polyethylene ‘HDPE’ gaskets).
 - b. Types of Pressurized Face Machines: Slurry Shield Machine or Earth Balance Pressure Machine.
 - c. 14-feet diameter; 20,000 Linear Feet long.

- d. Estimated to be 50-feet to 70-feet below grade.
 - e. Starting at the plant and running north towards 4th Avenue in Newark, NJ. Benefits include:
 - i. Minimize surface & public impacts at 4th Avenue shaft site
 - ii. Easy access to I-95 via Doremus Avenue for transportation of equipment and materials to & from site
 - iii. Tunneling up gradient allows for easier mucking effort.
 - f. Hyperbaric interventions (qty = 10 should be assumed) for TBM maintenance of the cutting tools attached to the cutterhead.
 - g. Alignment: Curves radius ranges from 1,000 feet to 1,200 feet without difficulty.
 - h. Profile Gradients: ideally should be kept to within 2% to 3%.
2. Parallel Interceptor Pump Station
- a. 100 MGD dewatering pumping station – Initial Capacity.
 - b. 600 MGD dewatering pumping station – Future expansion phasing Capacity.
 - c. Shaft diameter sized to accommodate the pumping facility capacity and upstream screening and grit collection system facilities, Air handling (ventilation / odor control), dehumidification.
 - d. While not noted within the Parallel Routing Analysis Report, the Parallel Interceptor Pump Station will also require major/significant MoPO coordination and integration with the existing facilities at the plant, including the Alternative Wet Weather Treatment Protocol Project that will increase wet weather flow treatment capacity to 720 MGD. The MoPO will also need to be coordinated with all of PVSC's active CSO Regulators. The Successful Respondent shall perform a thorough investigation, review, and assessment of the coordination and integration of the Parallel Interceptor Pump Station with PVSC's existing plant operations and all of PVSC's active CSO Regulators. Further, the design of the Parallel Interceptor Pump Station will need to incorporate operation provisions for inclusion into PVSC's wet weather operating protocols for the PVSC WRRF.
3. Parallel Interceptor Interconnections with Main Interceptor Sewer
- a. Up to five (5) interconnections at select points along route to allow flow transfer from Main Interceptor Sewer to the Parallel Interceptor (Tunnel).

- b. Drop Shafts / Interconnections (see CSO Diversion Sewers for additional information on Drop Shafts).

- i. 4th Avenue
- ii. Clay Street
- iii. City Dock
- iv. Jackson, Polk, & Freeman => Market @ Somme
- v. Avenue P = Pump Station => Launch Shaft

4. CSO Diversion Sewers

- a. Seven (7) Newark Outfalls (encompassing nine (9) CSO Regulators) are required to be diverted to the Parallel Interceptor to meet the 85% capture requirement:

- i. NE008 => CSO No. 050 - Fourth Avenue CSO Regulator
- ii. NE009/010 => CSO No. 051/076 – Clay St/Passaic St CSO Regulator
- iii. NE014 => CSO No. 054/055 - Rector St/Saybrook Pl. CSO Regulator
- iv. NE015 => CSO No. 056 – City Dock CSO Regulator
- v. NE016 => CSO No. 057 - Jackson Street CSO Regulator
- vi. NE017 => CSO No. 058 – Polk Street CSO Regulator
- vii. NE018 => CSO No. 059 - Freeman Street CSO Regulator

- b. Review 85% vs 100% capture provisions.

- i. What are the impacts on hydraulics based on percent capture?
- ii. Review 85% capture provisions based on the Regional LTCP versus 100% capture based on re-directing flow from the Main Interceptor Sewer for routine maintenance and repairs.

- c. Drop Shafts / Adit Interconnections

- i. 40-feet internal diameter – based on 14-foot ID tunnel.
- ii. Receiving shaft would likely be smaller => 30-feet internal diameter.
- iii. Tunnel shafts excavated depths ranging between 40-feet and 80-feet.
- iv. CSO Diversion Sewer shafts excavated depths => TBD.
- v. De-aeration structure and an adit.
- vi. Adit interconnections sized based on CSO flow conveyed to the tunnel and the rate of air to be released as the water surface rises in the parallel interceptor.

- d. Weir elevations were altered to achieve the required CSO capture and resulted in a reduction in the HGL in comparison to the Regional Alternative.

- i. Fixed weir to redirect CSO to a diversion sewer that would convey captured flow to the Parallel Interceptor Tunnel.
 - ii. Tide gates would need to be provided in order to prevent inflow during high tide and storm surge conditions.
 - iii. Automated gates within diversion chambers to manage the hydraulic grade line (HGL) within the Parallel Interceptor Tunnel.
- e. While the diversion sewers are relatively short for most interconnections, the Jabez Street Branch Interceptor Sewer will require a 3,500-foot-long diversion sewer (i.e., tunnel) along Rome Street to divert flow to the Parallel Interceptor.

As part of the investigation, review, and assessment to verify and confirm the recommendations, the Successful Respondent shall also include the following (at a minimum):

1. Routes, Size, Capacity; look out 100-years.
2. Review Alternate routes and depths
 - a. The Successful Respondents shall review and identify three (3) alternatives, at a minimum, in addition to an under-the Passaic River alternative.
3. Constructability
 - a. Analysis of Construction Risks and Vertical Alignment of the Parallel Interceptor (Tunnel) in Future Design Phases shall include the following (at a minimum):
 - i. Review of Available Record Drawings and other information
 - ii. Risk of Settlement of Foundations (minimum depth of cover should be maintained)
 - iii. Performance of Field Site Surveys
 - b. The Successful Respondent shall review, adhere to, and adopt the principles and intent of the Guidelines for Improved Risk Management (Underground Construction Association, June 2015), including any updates.
4. Main Interceptor Sewer – Existing Conditions
 - a. Coordination of existing utilities
 - b. Coordination of existing transportation infrastructure
5. Permits (coordination; matrix)
6. Geotechnical Study and Subsurface Investigation and Exploration Program

- a. See Task 6 for additional information for the implementation of the Geotechnical Investigations.
 - b. Geotechnical Investigations and Evaluations Program
 - i. Hazardous Waste/Contaminated Areas
 - ii. Extensive sampling and testing of soil and groundwater program
 - iii. Handling, treatment, and disposal of soil and groundwater, including potentially contaminated soil and/or groundwater.
 - iv. Subsurface geotechnical ground treatment in order to reduce risk of settlement along tunneled alignment, including, but not limited areas where the tunnel may be in close proximity to the existing Main Interceptor Sewer and potential impacts thereupon.
 - v. Adequate Ground Cover & Clearance from Other Existing Infrastructure for Minimizing Settlement (i.e., reduce) and Avoidance of Blow-Out Conditions
 - vi. Create Geotechnical Baseline Report (GBR) in accordance with GIRM.
7. Environmental Conditions
- a. Flood Prone Areas
 - b. Results from Geotechnical Study and Subsurface Investigations and impact on the environment.
8. Economic Impact Financial Capability
- a. Cost Burden and Affordability Assessment of Route Analysis Alternative Recommendation
 - b. Economic Equity and Inclusion Plan (EEIP)
 - i. Successful Respondents will be required to review, identify, prepare, and submit an EEIP on the utilization of small and diverse businesses, including but not limited to underrepresented minority groups and women within the City of Newark.
 - ii. The EEIP for this Program shall look to identify plans and/or services that will benefit this Program as well as the City of Newark.
 - iii. The EEIP should foster equitable and inclusive community economic development efforts that are community-based and seek to provide employment opportunities for individuals who have been historically and disproportionately left out of the job market.
 - iv. The EEIP shall be updated on an annual basis and discussed with PVSC, identifying completed activities, anticipated activities, and future activities.

- v. Key aspects of the EEIP:
 - 1. Focus primarily on creating jobs for individuals with low income in communities with high unemployment and poverty rates;
 - 2. Support businesses that develop new products, services, and commercial activities that result in new positions for individuals with low income;
 - 3. Provide critical wraparound support services, to remove barriers to employment and allow individuals to maintain long-term employment and achieve self-sufficiency;
 - 4. Expand employment opportunities to be a catalyst for economic prosperity by expanding opportunities for small emerging businesses, improving workforce development through economic inclusion opportunities, and providing opportunities for youth engagement; and
 - 5. Requirements for construction contracts in an amount exceeding \$500,000, and certain professional service contracts in excess of \$100,000; and
- vi. Where necessary, the Successful Respondent shall incorporate appropriate subconsultants in order to enhance economic inclusion with the Regional LTCP.
- vii. The Successful Respondents costs associated with the coordination of the EEIP shall be included within Task 4. The Task 14.2 allowance shall **only** be utilized by the EEIP Small and Diverse Businesses.

The EEIP may include liaison with the City of Newark's Office of the Mayor, Office of Business Administrator, and the Office of Affirmative Action regarding ways to improve business and employment opportunities and aspirations of underrepresented minority groups and women within the City of Newark.

9. Affordability Analysis

- a. Alternative Costs
- b. Financial Plan with Assumptions
- c. List of Capital Improvements Project(s) (CIP) with Projected Expenditures (by Project) (by Year)
- d. Rate Increase Evaluation and Assessments (Fixed per Year vs. Variable per Year) based on CIP and Project Year Expenditure

10. Cost, schedule, and budgets (over complete Program spread costs)

11. Delivery methods/Bid Strategies (design-bid-build; design-build; etc.)

- a. Quantity of Design and Construction Contracts.
 - i. Parallel Interceptor contract, including all associated contracts.
 - ii. Parallel Interceptor Pump Station contract, including all associated contracts, including 100 MGD Pump Station and 600 MGD expanded Pump Station.
 - iii. Electrical Power Substation or Power Generation Facility contract, including all associated contracts, including 100 MGD Pump Station and 600 MGD expanded Pump Station.
 - iv. Parallel Interceptor Interconnections with Main Interceptor Sewer contract, including all associated contracts.
 - v. CSO Diversion Sewers contract, including all associated contracts.
 - 1. Drop Connections Contract
 - 2. Adit Interconnections Contract

12. Hydraulic Analysis and Hydraulic Model (CFD and physical model) – flow management and equalization

- a. The Successful Respondent shall perform all appropriate hydraulic analysis and hydraulic modeling (i.e., CFD and physical) based on the final summary report.
- b. Review future expansion (wastewater management plans) of the municipalities within the PVSC District.

13. Pump station, drop shafts, screenings, odor control, scum pits, grit, sewer relief points, floatables, debris, corrosion, etc.

14. System optimization and control

- a. Embedded fiber optics to monitor flow and condition, SCADA, (Monitor gates, odor, flow, velocity, meters, etc.)
- b. Artificial Intelligence management, Flow Data, Storm Events.
- c. Develop 3-D Digital Twin coupled with SCADA Flow Data, Artificial Intelligence to optimize the use of Parallel Interceptor.

- i. The Successful Respondent shall review existing GIS integration and modeling and identify recommendations to develop based on the Program infrastructure improvements. The Successful Respondent shall develop GIS data compatible with ESRI's ArcGIS Geodatabase (ArcGIS Pro v3.1) and Autodesk 2022/CAD (.DWG) formats, respectively. The development of the (ssGravityMains) wall-to-wall, among these datasets, should at minimum be developed under the Program, and should include the following feature classes/ CAD drawings: ssGravityMains_StructureWall; ssGravityMains_StructureDetail; ssGravityMains_AccessDetail; ssManholes, ssNetworkStructures. A sample of these datasets will be provided by PVSC to the Successful Respondent. Horizontal and vertical datums shall consistent with State of New Jersey mapping standards. For horizontal, the projected coordinate system shall be **NAD 1983 (2011) State Plane New Jersey FIPS 2900 (US Feet)**. For vertical, the following datum should be used; **NAVD88 (US Feet)**. All submittals shall be consistent with PVSC-approved formats.

NOTE: The Successful Respondent shall, at all times, fully comply with any and all policies pertaining to the use of PVSC computing resources, including data usage. Failure to comply with such policies shall be deemed a material breach of the Program Agreement and sufficient grounds for immediate termination of the Program Agreement.

15. System resiliency

16. Property Acquisitions and Easements Plan

- a. See Task 5 for additional information related to implementation of the property acquisitions and easements plan.
- b. Review, assess, perform a property(ies) search, and identify property acquisition(s) and easement(s) plan (i.e., owners, types, sizes, locations, etc.)
 - i. The Successful Respondent shall also prepare and submit appraisals for all of the property acquisitions and easements (i.e., permanent and temporary) needed as part of the Program.
 - ii. The Successful Respondent shall also evaluate and prepare and submit appraisals for any and all other property acquisitions and easements (i.e., permanent and temporary) that may be needed as part of the Program.
- c. Right-of-Way (ROW) construction constraints on both public and private property.

17. Risk Management

18. Critical Issues Management

19. Value Engineering
20. Health and Safety Plan (HASP) - Program Management Services (PM Services)
21. Implementation of system-wide geothermal loops and utility distribution systems embedded within tunnel
22. Separate study(ies) on alternate uses and/or dual uses of Parallel Interceptor.
 - a. The Successful Respondent shall identify, review, evaluate, and recommend alternate uses and/or dual uses of the Parallel Interceptor. Some alternate uses and/or dual uses have been identified (but are not limited) to the following:
 - i. Flooding relief.
 - ii. Equalization for Nutrient Removal at WWTP.
 - iii. Redundancy for near surface interceptors and pumping stations.
 - iv. Geothermal.
 - v. Power Generation from dropping flow 60 to 80-feet.
 - vi. Renting space for utility providers (i.e., telecommunications).

Subtask 4.2 – Preparation of Summary Report

The Program Manager shall provide a written draft summary report of findings, such as adequacy of recommendations associated with the Program infrastructure improvements as described within the Regional LTCP Report as well as the Parallel Interceptor Routing Analysis Report. The written draft summary report shall also include changes since date of report(s) delivery and additional work as may be necessary. The Program Manager shall provide a formal presentation to PVSC's Executive Management of the adequacy of the recommendations associated with the Program infrastructure improvements and shall include all findings, costs, and final recommendations. The Program Manager shall revise the draft summary report, as may be appropriate, in response to PVSC's review comments. After acceptance, the Program Manager shall provide five (5) copies of the final summary report.

PVSC may grant the Successful Respondent access to various other information, where available, which shall be field verified, including but not limited to:

- a. Plans and specifications for prior construction contracts.
- b. Shop drawing records.
- c. Operation and Maintenance records.
- d. Boring data.
- e. Other relevant documents as determined by the Successful Respondent.

Information of any nature, form, format, or medium supplied by PVSC is provided “as-is” for the Respondent’s convenience. PVSC makes no representations or warranties as to the accuracy or fitness for a particular purpose of any information provided. Respondents may not rely upon any information provided without independent verification. Respondent’s use of any such information is solely at the Respondent’s own risk.

TASK 5: Property Acquisitions and Easements

The Successful Respondent shall review and coordinate with Task 4.1.15, which includes the investigation, review, and assessment to verify and confirm the recommendations associated with identifying the properties to pursue related to the Property Acquisitions and Easements Plan.

While Task 4 includes the investigation and validation of the Property Acquisitions and Easements Plan based on the Final Summary Report, the Successful Respondent shall include the implementation of the Property Acquisitions and Easements Plan within Task 5.

As part of Task 5, the Successful Respondent shall prepare the appropriate property acquisitions documents, including the appraisal reports (draft and final) including costs of the properties, for PVSC review and consideration and assist PVSC in acquiring the properties needed for the Program and coordinating with the property owners. See Task 13 - Specialty Consulting Services Allowance for costs associated with appraisals and title company. The Successful Respondent shall coordinate and assist PVSC’s legal team regarding acquiring the properties needed for the Program and coordinating with the property owners.

As part of Task 5, the Successful Respondent shall prepare the appropriate construction easement drawings (i.e., temporary and permanent) (draft and final), including all of the appropriate metes and bounds survey descriptions (draft and final) and construction easement appraisal reports (draft and final) including costs of the easements for PVSC review and consideration and assist PVSC in acquiring the construction easements with the properties needed to for the Program and coordinating with the property owners.

The Successful Respondent shall engage and coordinate the services of a subcontractor/subconsultant to perform and provide appraisals information. If the Successful Respondent has the qualifications to perform appraisal services in-house, the Successful Respondent shall include these qualifications within their RFQ/RFP. See Task 13 - Specialty Consulting Services Allowance for costs for this service. PVSC may ask the Successful Respondent to solicit proposals from other subcontractors / subconsultants in order to substantiate the Successful Respondent’s costs.

The Successful Respondent shall engage and coordinate the services of a subcontractor/subconsultant to perform and provide detailed survey information. If the Successful Respondent has the qualifications to perform survey services in-house, the Successful Respondent shall include these qualifications within their RFQ/RFP. See Task

13 – Specialty Consulting Services Allowance for costs for this service. PVSC may ask the Successful Respondent to solicit proposals from other subcontractors / subconsultants in order to substantiate the Successful Respondent’s costs.

The Successful Respondent may need to provide PVSC with legal support related to the implementation of the Property Acquisition / Easement Plan based on the Final Summary Report included within Task 4.

TASK 6: Geotechnical Investigations

The Successful Respondent shall review and coordinate with Task 4.1.5, which includes the investigation, review, and assessment to verify and confirm the recommendations associated with Geotechnical Study and Subsurface Investigation and Exploration Program.

While Task 4 includes the investigation and validation of the Geotechnical Study and Subsurface Investigation and Exploration Program based on the Final Summary Report, the Successful Respondent shall include the implementation of the Geotechnical Study and Subsurface Investigation and Exploration Program within Task 6.

As part of Task 6, the Successful Respondent shall be required to perform borings, testing, interpretations, and development of a Geotechnical Data Report (taken to a characterization level for the purposes of the BODR), with expanded investigation and updated development of the Geotechnical Baseline Report (“GBR”) (base report, final report to include contract division designer) as part of the final design engineer’s scope.

There is limited geotechnical information available for the PM services associated with the parallel interceptor. The Successful Respondent shall perform the borings based on the GBR in accordance with GIRM created within Task 4. The Successful Respondent shall make themselves aware the geotechnical work is of significant interest and importance to the Program. It is Program’s intent that during the design phase, the geotechnical design engineers for the individual project(s) must be capable and willing to provide all detailed geotechnical design work including the design of support of excavation (SOE) measures as well as control of groundwater during construction.

As part of the geotechnical investigations within Task 6, the Successful Respondent shall also include Environmental Investigations (soil/groundwater) to identify contaminated materials with the Successful Respondent preparing an Environmental Data Report (EDR) and Environmental Baseline Report (EBR) for each contract division.

The Successful Respondent shall review, compile, and prepare a Technical Memorandum providing data on all borings (soil/rock) conducted and analyze the implications of the geotechnical data with regard to selection of the recommended alternative.

The Successful Respondent shall engage and coordinate the services of a subcontractor/subconsultant to perform and provide the soil borings information (geotechnical).

The Successful Respondent may need to provide PVSC with legal support related to the implementation of the Geotechnical Study and Subsurface Investigation and Exploration Program based on the Final Summary Report included within Task 4.

TASK 7: Development of Basis of Design Report (BODR)

Subtask 7.1 – Development of Basis of Design Report (BODR) Report

The Successful Respondent shall prepare a Conceptual, Preliminary (DRAFT), and Final Basis of Design Report (BODR) identifying scope of work items that it believes are necessary for the Program infrastructure improvements and submit the report for PVSC review. Work on the multiple design contracts associated with the Program infrastructure improvements shall not proceed until PVSC has accepted the Final Basis of Design Report prepared by the Successful Respondent.

The Conceptual, Preliminary (DRAFT), and Final Basis of Design Report shall include the following sample outline topics **at a minimum**:

- Executive Summary
- Section 1 - Introduction
 - a. Background
 - i. Overview of Existing Facility
 - b. Project Goals and Objectives
- Section 2 – Alternatives \ Process Evaluation and Sizing
 - a. Facility Alternatives
 - b. Existing Facility Background
 - c. Summary of Existing Facility Condition Assessment
 - d. Existing System Performance
 - e. Model Summary
 - f. Modeling Results
 - g. Review of the Current Process Data and Updated Model Results
 - h. Review of Historical Utilization Data
 - i. Performance Requirements
 - j. Capacity Recommendation
 - k. Storage System Recommendation
- Section 3 – Hydraulics Basis of Design
 - a. Hydraulic Transients / Surge Modeling and Design
- Section 4 – Odor Control and Ventilation for Tunnel
- Section 5 – Control of Solids and Floatables for CSOs
- Section 6 – Specific Process Description
 - a. Introduction
 - b. System Process Description
 - c. Site Locations
 - d. Manufacturers
 - e. Design Criteria History

- f. Process Specifics
 - i. Evaluation
 - ii. Design Criteria
- Section 7 - Electrical
 - a. Design Conditions
 - b. Project Considerations
 - c. Design Criteria
- Section 8 Instrumentation and Control
 - a. Design Methodology
 - b. Control Philosophy
 - c. Design Criteria
 - d. Design Requirements
 - e. Local Control Stations
 - f. Local Control Panels
 - g. Human Machine Interface (HMI)
 - h. Control Modes
 - i. PVSC's Instrumentation and Control Standards
- Section 9 - HVAC
 - a. Design Conditions
 - b. Design Criteria
 - c. Plantwide DPCC \ DDC System Consideration
- Section 10 - Structural
- Section 11 - Architectural
- Section 12 - Civil / Site Work
 - a. Geotechnical
 - b. Traffic Study / Community Impacts
 - c. Evaluation & Assess the creation of Parks at Drop Shafts / Interconnection Locations, where applicable
- Section 13 - Maintenance of Plant Operations
- Section 14 - Permitting
- Section 15 - Procurement Options
- Section 16 – Other
 - a. PVSC Boilerplate RFQ/ RFP for Construction for traditional and alternative delivery methods
 - b. PVSC Front-End Boilerplate Specifications for Construction for traditional and alternative delivery methods
 - c. PVSC 3-D Model Digital Twin
- Section 17 – Conclusions
- Appendices
 - a. Facility(ies) Plan Drawings
 - b. Facility(ies) Plan Specifications – Technical Specifications

The Successful Respondent shall prepare and submit five (5) DRAFT copies of any and all reports to PVSC for review, comments, and discussion prior to finalizing. The Successful Respondent shall prepare and submit ten (10) FINAL copies of any and all reports to PVSC.

TASK 8: Implementation/Execution

The implementation / execution phase of the Program infrastructure improvements shall utilize the protocols, procedures, standards, and controls developed as part of Task 3 in order to construct and operate the following:

- Parallel Interceptor (i.e., Tunnel)
- Parallel Interceptor Pump Station, including the Electrical Power and Supply Requirements
- Parallel Interceptor Interconnections with existing Main Interceptor Sewer
- CSO Diversion Sewers
- MoPO.

Scope is to further develop the BODR to 10% design status and create RFQ/RFPs in order to solicit and select professional engineering services to complete the designs and to oversee the construction administration services associated with the projects.

PVSC anticipates that the Successful Respondent will prepare and solicit nine (9) contracts for professional engineering services as follows:

- Parallel Interceptor: one (1) progressive design-build contract;
- Parallel Interceptor Pump Station: three (3) design-bid-build contracts, including one (1) site prep contract, one (1) pump station contract, and one (1) electrical power contract;
- Up to five (5) Parallel Interceptor Interconnection with Main Interceptor Sewer, including two (2) design-bid-build contracts;
- Up to seven (7) CSO Diversion Sewers, including two (2) design-bid-build contracts; and
- MoPO of the Program infrastructure improvements contracts and integration with the existing facilities at the PVSC WRRF, including one (1) design-bid-build contract.

The Successful Respondent shall plan for an additional three (3) RFQ/RFPs as may be necessary.

Subtask 8.1 – Program Management Training/Workshop (Introductions & Stakeholders)

The Successful Respondent shall prepare and provide Program Management training/workshop sessions and training materials for PVSC personnel. The training/workshops shall include an introduction of the PMP (and the program management procedures) and introductions of the stakeholders (internal to the Program as well as external (i.e., in the public) to the Program).

The list of stakeholders following the completion of Task 4.4 will need to be reviewed and updated by the Successful Respondent as part of this task. The Successful Respondent will also be responsible for introducing the stakeholders to the overall Program and define the path of the Program moving forward as well as the roles and responsibilities of the Program team members.

The Successful Respondent shall prepare and utilize GIS dashboards for the workshop sessions with the stakeholders.

As part of this task, the Successful Respondent shall also develop an authentic and equitable strategic communications plan for public outreach to address environmental justice issues with the municipalities and local communities. The Successful Respondent shall identify community concerns, develop and provide responses, and track the resolution of the same.

Subtask 8.2 – Staging Plan and Program Field Office

The Successful Respondent will be responsible for the establishment of a local remote PM services field office (within the City of Newark) for the duration of the Program.

Prepare plan and establish PM local remote field office.

The Successful Respondent shall establish the following:

- Program Managers local remote field office – anticipate provisions for four (4) PM staff members including general conference room and utilities. The cost for the rental, furnishings and supplies for the local remote field office will be paid for under a separate allowance.
- Plan shall address break, lunch and general cleanup and sanitary areas.
- The local remote PM services field office shall be set up (at a minimum) with similar accessories and amenities to the temporary field offices for the RPR noted below.

During construction, the PM services field office shall be local to construction site within the limits of the City of Newark. The intent is to relocate the PM closer to the construction site with the Design Engineers and the RPRs for coordination of the overall Program during the construction phase.

Temporary field offices for the RPR shall be established on the job site as indicated on the Drawings, adequately furnished and maintained in a clean, orderly condition by the Contractor.

The RPR's field office shall be of adequate size to accommodate the RPR's staff and provide suitable space for Program meetings. The office shall be provided with adequate lighting, heating and air conditioning; telephone service; filing cabinets and plan racks; conference table and chairs for Program meetings; and sanitary facilities for staff. The

RPR's field office may be constructed on site or may be a portable or mobile unit designed for the use.

The Contractor shall be responsible for and shall pay for any local permits required for placement of Contractor's temporary offices and facilities and for use of all utilities for offices and construction purposes.

Promptly after starting work at the site, the Contractor shall provide the RPR's field office for the exclusive use of the Engineer.

The RPR's field office will be equipped by the Contractor with the following:

- Electrical Service, Telephone and Data Service, HVAC and Lighting systems (connections shall be coordinated by Contractor).
- One Portable UL rated fire extinguisher.
- One touch-free hand sanitizer dispenser.
- One plan table, about 3 feet by 5 feet (0.9 m by 1.8 m), with a reasonably smooth top, and one suitable swivel stool.
- One 8-foot-wide countertop with one two-drawer filing cabinet for general office use. Filing cabinets to be equipped with locks.
- One shoe cleaning station.
- Two rubber door mats.
- One telephone.

The Contractor shall equip the RPR's field office as follows:

- Furniture shall be relatively new and in good condition.
- Equipment, supplies, and services furnished shall be acceptable to the Engineer.
- The office shall be furnished with a desk, a four-drawer filing cabinet, a worktable, two chairs, two plan racks, and a 2'-6" wide X 6' high bookcase with six shelves.
- Appliances to be provided shall include a 1.2 cubic foot, 1000-watt microwave oven and a 4.4 cubic foot refrigerator with freezer.

Janitorial service shall be provided by the Contractor.

Snow and ice removal as required to minimize accumulations shall be provided by the Contractor.

Provide Temporary Light and Power.

Provide Temporary Heating, Cooling, and Ventilation.

Provide temporary heating, cooling and ventilating as required to maintain adequate environmental conditions to facilitate progress of the work, to meet specified minimum conditions for the installation of materials and to protect materials and finishes from damage due to temperature or humidity.

Provide adequate forced ventilation of enclosed areas for curing of installed materials, to disperse humidity and to prevent hazardous accumulations of dust, fumes, vapors or gases.

Portable heaters shall be standard approved units complete with controls.

Provide all heat as may be necessary for thawing out and heating the ground, materials, form work for concrete cure and for proper execution, protection and drying out of the work.

Provide Temporary Water.

Provide Temporary Sanitary Facilities.

Provide sanitary facilities in compliance with laws and regulations. Service, clean and maintain facilities and enclosures.

Provide Temporary Fire Extinguishers.

Provide portable UL rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide portable UL rated Class ABC dry chemical extinguishers or a combination of NFPA recommended Classes for the exposure. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.

Provide Temporary Voice and Data Services.

The Contractor shall arrange and provide Site telephone service and cable Internet access including router/firewall for use during construction.

Subtask 8.3 – Developmental Services

The Successful Respondent shall include all oversight and all pre-requisite activities necessary to bring the Parallel Interceptor (Tunnel), the Parallel Interceptor Pump Station, the Parallel Interceptor Interconnections, the CSO Diversion Sewers, and the MoPO to a bid-ready 10% design status depending on analysis – design/bid point for public advertisement. Each project shall be a separate construction contract. The Development Services shall include, but not be limited to the following:

- Provide technical assistance, develop conceptual design documents based on the Final BODR with technical report to be used with RFQ/RFP to aid in defining scope of work for Parallel Interceptor (Tunnel), the Parallel Interceptor Pump Station, the Parallel Interceptor Interconnections, the CSO Diversion Sewers, and the MoPO. Develop contracting strategies and construction phasing plans in order to provide un-interrupted service within PVSC. Conceptual design should not exceed a typical 10% design submission.

- Issue RFQs and/or RFPs to procure the services of design professionals to prepare contract documents for the Parallel Interceptor (Tunnel), the Parallel Interceptor Pump Station, the Parallel Interceptor Interconnections, the CSO Diversion Sewers, and the MoPO. The RFQ/RFP scope shall include Design Services, Design Services During Construction (DSDC) and Resident Engineering (RE) services for each project for the duration of the construction contract. The PM shall also include the cost to prepare three (3) additional RFQ/RFP's for additional work required as part of the developmental stage of the Parallel Interceptor (Tunnel), the Parallel Interceptor Pump Station, the Parallel Interceptor Interconnections, the CSO Diversion Sewers, and the MoPO (utility surveying, boring, third-party pile inspection, testing services, etc.).
- Manage, monitor, track and guide the design professionals in the preparation of contract documents in order to deliver designs within projected schedules. Establish a Technical Review Committee (TRC) for review and coordination with all Program disciplines. Include design reviews at 30%, 60%, 90% & 100% submissions. PVSC will be an integral part of the design reviews. Maintain an electronic library of all reports, specifications, drawings, etc. Contracts to be retained by PVSC.
- Perform permit reviews and modifications as necessary. The cost of permit modifications and reviews will be paid for under Task 10, Specialty Consultant Allowance.
- Evaluate and recommend contracting strategies for the most efficient way to construct the Parallel Interceptor (Tunnel), the Parallel Interceptor Pump Station, the Parallel Interceptor Interconnections, and the CSO Diversion Sewers, and the MoPO. Evaluation shall include the advantages / disadvantages to the following methods of constructing the Parallel Interceptor (Tunnel), the Parallel Interceptor Pump Station, the Parallel Interceptor Interconnections, the CSO Diversion Sewers, and the MoPO:
 - o design-bid-construct
 - o design-build
 - o Design-prequalify contractors-construct
- Provide monthly updated costs, budgets and schedules based on design developments.
- Issue bid documents for public advertisement, compile Successful Respondents questions, issue clarifications / addendum, receive bids, perform bid evaluations including recommendations for award and issue notice to proceed to the contractors.

- Evaluate, recommend, and provide a detailed MoPO plan, including operational strategies for the most efficient way to operate the Parallel Interceptor (Tunnel), the Parallel Interceptor Pump Station, the Parallel Interceptor Interconnections, and the CSO Diversion Sewers with the MoPO. Evaluation shall also include the advantages/disadvantage for Hydraulic Optimization, including a Digital Twin Parallel Interceptor with Artificial Intelligence (AI) to determine how to shift for additional flows, etc. Evaluation shall also include the performance of the hydraulic modeling analysis and preparation of a report and Computational Fluid Dynamics (CFD) Model analysis and report by the modeling subcontractor/subconsultant. See Task 13, Specialty Consultant Allowance for the allowances associated with the hydraulic modeling and CFD analysis modeling subcontractor/subconsultant. The Successful Respondents costs for review and coordination efforts with the modeling subcontractor/subconsultant shall be included within the costs for Task 8.
- Evaluate and recommend a multi-phase geotechnical development plan, including quantity, depth, and location of borings. Evaluate the Geotechnical Data Report (taken to a Characterization Level for the purposes of the BODR) and expand the investigations for the updated development of the Geotechnical Baseline Report (GBR) for each of the 90% design engineer's scope. The GBR shall be identified and finalized during the 90% design recommended route analysis and updated as part of the recommended multi-phase geotechnical development plan. Include provisions for review and recommendations from a Licensed Site Remediation Professional (LSRP). The cost of the LSRP review and recommendations of the GBR will be paid under Task 13, Specialty Consultant Allowance.

Subtask 8.4 – Project Management of Design Professionals and Contractors (Construction Management Services)

The Successful Respondent shall include the Project Management of all the design and construction activities necessary to ensure that the Parallel Interceptor (Tunnel), the Parallel Interceptor Pump Station, the Parallel Interceptor Interconnections, the CSO Diversion Sewers are each completed within the contracted cost and schedule and that they meet the given performance standards. The design professionals retained from the RFQ/RFP's will be responsible for the design services during construction (DSDC) and resident engineering (RE) services for each project. The PM will be responsible for oversight of these professionals. Project Management services will commence upon issuing notice to proceed to the contractor through the successful start-up, testing and commissioning of each project. Project Management services shall include but not be limited to:

- Implement all procedures established as part of PMP for the Project Management of the design professionals' and contractors' activities. Maintain and update the Project Management plan on an as needed basis.

- Provide Program management training/workshops for design professionals for the purpose of training on the procedures established as part of the PMP. All Design professionals shall be trained in the use of the Information and Document Management Systems.
- Provide Document Controls including storing, tracking and expediting the shop drawing review process through the use of the approved software program.
- Conduct and participate in Program kick-off and progress meetings with the Program teams. Prepare agendas and record all minutes of meetings. The quantity of meetings is outlined in Subtask 5.8.
- Provide Program control functions including, but not limited to, schedule and financial tracking through the use of approved software program. Provide Program support services, including but not limited to drafting documents, managing change orders, payment requests, assisting with contract negotiations, and providing various contract administration functions as needed.
- Assist PVSC in identifying Program/project level staffing resources requirements.
- Provide oversight and management of the Program design professionals. Design professionals will be responsible for DSDC and resident engineering services. PM is responsible for oversight and management in accordance with standards of PMP.
 - PM shall also assist and provide project management services of the consultants during construction.
 - PM shall also assist and provide project management services of the contractors during construction activities.
- Monitor and report on a monthly basis the Program consultant and contractor staff performance, comparing the approved Program Management Plan versus the recommended corrective action, when required.
- Update and review actual and forecasted Program costs and schedules on a monthly basis and prepare a monthly report.
- Prepare monthly status reports addressing accomplishments, issues, schedules, budgets including corrective actions, if required.
- Assist in negotiating, tracking, and expediting contract change orders. Assume fifteen (15) change orders.
- Brief the PVSC Program team, and others as required on a regular basis as specified in Subtask 5.8.

- Provide project testing, commissioning and start-up services. Preparation of start-up and testing plans for each project.
- Provide training and system O&M manuals. Prepare training plans and coordinate training for each project. O&M manuals shall include standard operating procedures, vendor's specific materials and maintenance procedures for each project. All documentation shall be provided as an electronic O&M manual, including five (5) hard copies for each project. Manuals shall follow NJDEP Regulation N.J.A.C. 7:14A-6.12.
- Provide health, safety, and site-specific coordination/ communications. Health and safety audits shall be conducted on a weekly basis.
- Provide and coordinate integrity oversight monitoring. Provide monthly integrity oversight reports.

Subtask 8.5 – Maintain Schedules and Budgets

The Successful Respondent shall define, maintain, and report on the Program implementation timeline and budgetary costs including construction costs as well as PM and engineering costs throughout the implementation / execution phase of the Program infrastructure improvements. Budgetary costs will be drawn against based on rate sheets for actual effort required and composite CPM.

Subtask 8.6 – GIS and 3-D Development

The scope of work, at a minimum, shall cover the following tasks as they relate to Subtasks 5.6.1 and 5.6.2. The Successful Respondent shall include, in its proposal, all the necessary engineering disciplines and/or specialties.

Subtask 8.6.1 – GIS Development

As noted within Task 1.1 (Document Review), PVSC has a Geographic Information System (GIS) of their collection system and assets. The Successful Respondent will conduct a review of the PVSC GIS system and available maps of PVSC's collection system and assets. The PVSC GIS system and available maps will assist the Successful Respondent (and the design consulting engineers) to develop their conceptual designs and inventory of the Parallel Interceptor (Tunnel), the Parallel Interceptor Pump Station, the Parallel Interceptor Interconnections, the CSO Diversion Sewers, and all surface access structures and manholes.

The Successful Respondent shall provide updates to the PVSC GIS database for all Program infrastructure improvements.

The PM shall update the GIS database and mapping of sewers and manholes to include information collected throughout the implementation/execution phase of the Program infrastructure improvements. The GIS update for the Program infrastructure improvements should include (at a minimum) compiling information from the various phases of

conceptual design activity, design phase activity, and the various construction contracts activities including record drawings, soil reports, and adjacent sewer information. The Successful Respondent shall include representative inspection reports and digital photos/videos within the PVSC GIS database.

Provide a close out report for the Program infrastructure improvements. The close out report shall include (at a minimum) a summary of the Program infrastructure improvements program activities with references to the location of all critical project files. Included with the report shall be an update of the GIS and tabulation of assets added as a result of the Program infrastructure improvements. The close out report should include video and/or sonar recordings for each separate asset and photographs of each asset stored on an appropriately sized electronic storage device. The close out report should also include a comprehensive listing of all assets under the Program infrastructure improvements.

Subtask 8.6.2 – 3-D Development

The Successful Respondent shall prepare and complete the post-installation/final acceptance 3-D model generation work associated with the Program infrastructure improvements (i.e., the Parallel Interceptor; the Parallel Interceptor Pump Station; the Parallel Interceptor Interconnections; the CSO Diversion Sewers; etc.). The intent of this item is to provide a three-dimensional model of the Program infrastructure improvements for future use by the Owner.

Three-dimensional (3-D) laser scanning technology shall be used to inspect pipe conditions. The 3-D scanning inspection shall produce internal diameter and deflection graphing data to quantify internal pipe wall material loss/gain, and for deformation at any given sewer location and angle. Scan data will indicate deviation from as-built condition. The 3-D LiDar data obtained during the inspection shall include inspection data collected must include horizontal and vertical alignment data including positioning and geometry of all bends and cross-sectional dimensions a minimum of every foot. Laser scanning shall be concurrently performed with other inspections as required. Laser scanning equipment should be mounted on tracked platforms. Laser equipment used must be capable of imaging pipes from 36” to 250” in diameter with a tracked platform. Equipment must support a 75Hz or higher scan rate. Laser Equipment must comply with all safety requirements. The sensor resolution on the equipment must be a minimum of 1 mm.

The Successful Respondent shall provide a 3-dimensional model of the Program infrastructure improvements based on the 3-D LiDar data obtained during the final inspection. To facilitate this work, wherever possible the laser inspection data collected must include horizontal and vertical alignment data including positioning and geometry of all bends and cross-sectional dimensions a minimum of every foot. The 3-D model shall be provided in Revit-compatible format. The Successful Respondent shall review the 3-D LiDar data obtained during inspection with the contractor to determine its adequacy before authorizing the model development work.

The results of the 3-D laser scanning must be compiled into a detailed two-dimensional report utilizing data to indicate deflection rates, advanced deformation, material gain and

loss compared to original construction size, and other pertinent information. Accuracy of Precision Ovality Scans including but not limited to Sensor Error, Axis Alignment Error and Processing Errors must not exceed +/- 1%.

Subtask 8.7 – Drone Documentation System and Notification

The Successful Respondent shall prepare and complete quarterly drone inspections associated with the Program infrastructure improvements (i.e., the Parallel Interceptor; the Parallel Interceptor Pump Station; the Parallel Interceptor Interconnections; the CSO Diversion Sewers; etc.). The intent of this item is to provide quarterly (four times per year) documentation and notifications of the ongoing efforts throughout the course of the Program infrastructure improvements (i.e., the Parallel Interceptor; the Parallel Interceptor Pump Station; the Parallel Interceptor Interconnections; the CSO Diversion Sewers; etc.).

The drone inspections shall include aerial drone inspections of the infrastructure locations as well as internal drone inspections of the constructed infrastructure when they become available.

Subtask 8.8 – Meetings (Local and State Coordination)

The scope of work, at a minimum, shall cover the following tasks as they relate to Subtasks 8.8.1 and 8.8.2. The Successful Respondent shall include, in its proposal, all the necessary engineering disciplines and/or specialties.

Subtask 8.8.1 – Meetings and General Project Team Coordination

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

- Weekly executive coordination meetings with internal and external project stakeholders.
- Design review meetings (30%, 60%, 90%, 100%).
- Pre-Bid and Project kick-off Meetings.
- Monthly Project Management meetings
- Daily organization meetings with contractors to coordinate equipment shutdowns.
- Weekly health and safety coordination meetings.

- Local and state stakeholder's coordination and public outreach as outlined in Subtask 8.8.2.

Subtask 8.8.2 – Local and State Stakeholders Coordination and Public Outreach

The Successful Respondent shall prepare for and participate in meetings with Program stakeholders and interested public entities. The Successful Respondent shall review the list of participants below and identify additional local and state stakeholder participants that will need to be informed and involved in this Program. Preparation shall include the creation of necessary presentations, including meeting minutes within two (2) days following any Program stakeholder meeting. Anticipate six (6) Program stakeholder meetings per year over the course of the Program. Establish a Citizen's Advisory Group (CAG) that includes interested stakeholders. Participants should include, but are not necessarily limited to:

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

The Successful Respondent shall assist PVSC in satisfying all requirements of PVSC's NJPDES Permit regarding public outreach and the Supplemental CSO Team specifics as they relate to all of the Program infrastructure improvements contracts. In addition to public outreach, content development, communications team formation, and the conduct of meetings, the PM shall coordinate the Supplemental CSO Team's activities and provide information to the Regional LTCP Program Manager for incorporation into the overall Regional LTCP website.

Create and maintain a public information website (specific as it relates to all of the Program infrastructure improvements contracts) to provide interested stakeholders with current Program information regarding schedules, environmental and quality of life impacts due to construction related activities. Provide website updates on a monthly basis over the course of the Program's planning, design, and construction.

See NJDEP's "A Guide to CSO Public Engagement for New Jersey's Combined Sewer Overflow Permits and Long-Term Control Plans" (January 2024) for additional information.

https://dep.nj.gov/wp-content/uploads/dwq/a_guide_to_cso_public_engagement_final_jan2024.pdf

Subtask 8.9 – Commissioning, Startup, Testing and Training

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

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

Subtask 8.10 – Project Close out

The Successful Respondent shall provide (and coordinate with Task 1.2 – Compilation of Data) any necessary assistance in closing out the construction contracts including but not limited to:

- Preparation and oversight of Program close out punch list;
- NJEIT supporting close out documentation, including final inspection documentation checklist;
- Expedite funding / reimbursement payments, where applicable;
- As-built drawings, submittals;
- O&M manuals/ Instruction manuals and SOPs;

- Schedules;
- Guarantees;
- Notice of Final Acceptance; and
- Distribution and categorization of electronic documentation.

Subtask 8.11 – Post Construction Assistance

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

- Additional training of PVSC staff to operate and maintain project equipment and systems. Assume three (3) additional training sessions of 20 people for the Parallel Interceptor and the Parallel Interceptor Interconnections and CSO Diversion Sewer and associated surface access structures and manholes.
- Additional training of PVSC staff on the operation and maintenance of the Parallel Interceptor Pump Station equipment and systems. Assume three (3) additional training sessions for 20 people.
- Additional training of PVSC staff on the Maintenance of Plant Operations associated with the Parallel Interceptor (Tunnel), the Parallel Interceptor Pump Station, the Parallel Interceptor Interconnections, the CSO Diversion Sewers and the integration with the existing facilities at the PVSC WRRF and with PVSC's 'active' CSO Regulators. Assume three (3) additional training sessions for 20 people.
- Additional training of PVSC's staff in operation, testing, and record keeping requirements for the Long-Term Control Plan. Assume two (2) additional training sessions for 20 people.
- Assist in developing procedures for controlling operations and maintenance of, and record keeping for, project equipment and systems.
- Assist in the identification and correction of contract defects during the warranty periods and make recommendations as to replacement or correction of defective work. Prepare documentation to track warranty claims.

TASK 9: Operations

The Successful Respondent shall review, assess, and familiarize themselves with the PVSC WRRF existing average dry weather flow treatment operations and existing wet weather flow events treatment operations.

The Successful Respondent shall also review, assess, and familiarize themselves with the PVSC conveyance and collection systems existing ‘normal’ dry weather flow operations and existing wet weather flow events operations.

The Successful Respondent shall review, assess, identify, and recommend ‘How to’ operational strategies for the implementation of both the ‘normal’ dry weather flows and the wet weather flow events associated with the following Program infrastructure improvements:

- Parallel Interceptor
- Parallel Interceptor Pump Station
- Parallel Interceptor Interconnections with existing Main Interceptor Sewer
- CSO Diversion Sewers
- Maintenance of Plant Operations
 - o MoPO review, coordination, recommendations and integration with the existing facilities at the PVSC WRRF.

The Successful Respondent shall review and assess the following:

- Flow Optimization – PVSC’s WRRF Operations and Program Infrastructure Improvements Operations
- Flood Control Operational Strategies
- Dual Use Options for the Tunnel, Dewatering Pump Station, and Connections.

The Successful Respondent shall review and prepare a Technical Memorandum on the implementation and recommendations for the integration of Program infrastructure improvements with the PVSC WRRF.

Following the completion of the construction projects associated with the Program infrastructure improvements, the Successful Respondent shall prepare individual operations and maintenance (“O&M”) Manuals for each of the Program infrastructure improvements projects.

Following the completion of the construction projects associated with the Program infrastructure improvements, the Successful Respondent shall prepare an overall O&M Manual of the Program infrastructure improvements with the PVSC WRRF. This shall include any and all wet weather operating protocols for the WRRF identified as part of the MoPO construction contract.

TASK 10: Other Direct Costs (ODCs)

The Successful Respondent shall include in the proposal an allowance of \$250,000.00 to cover costs associated with Other Direct Costs, not identified in Tasks 1 through 9. Other Direct Costs and Out-of-Pocket Expenses authorized by PVSC essential for the performance of the project work, and not included in the Successful Respondent's overhead, shall be paid at cost to the Successful Respondent with no additional provisions for overhead and profit, in a total not-to-exceed amount, and which may include the following items:

- Bulk printing and reproduction of progress reports, design documents, special forms, or stationery for the services under this Contract, not identified in Tasks 1 through 6.
- Mailing and shipping charges directly related to the Project.
- Specialized expenses, including laboratory work.
- Miscellaneous out-of-pocket costs authorized and approved for the Project.
- Task 10 does not include travel expenses. Travel expenses shall be included within Tasks 1 through 9.

TASK 11: PMWeb Licenses

The Successful Respondent shall include in the proposal an allowance of \$50,000.00 to cover costs associated with PMWeb Licenses.

As noted within Section VIII, the Successful Respondent will be required to utilize the project management collaborative software tool (**PMWeb**) for this project for the transfer of computer files to and from PVSC.

NOTE: The Successful Respondent shall, at all times, fully comply with any and all policies pertaining to the use of PVSC computing resources, including data usage. Failure to comply with such policies shall be deemed a material breach of the Program Agreement and sufficient grounds for immediate termination of the Program Agreement.

TASK 12: Administration of PVSC Funding

The Successful Respondent shall include in the proposal an allowance of \$250,000.00 to cover costs with the administration services associated with the NJEIT funding and loan requirements.

TASK 13: Specialty Consulting Services Allowance

The Successful Respondent shall include in the proposal an allowance of \$1,400,000.00 to cover costs associated with the specialty consulting services noted herein plus other specialty consulting services which may be required at a later date. This allowance item is intended to provide for the specialty consulting work that is necessary for the completion

of the project, but is not covered in the scope of work, tasks 1, 2, 3, 4, 5, 6, 7, 8, and 9. Provide hourly rate schedule. Written authorization by PVSC for utilization of any part of the specialty consulting services allowance shall be required.

If the Successful Respondent has the qualifications to perform any of the specialty consulting services included within the allowance noted herein in-house, the Successful Respondent shall include these qualifications within their RFQ/RFP. PVSC may ask the Successful Respondent to solicit proposals from other subcontractors / subconsultants in order to substantiate the Successful Respondents costs.

The allowance amount noted herein includes the costs associated with the following:

- Property Search, Construction Easements (Permanent & Temporary), and Appraisals.
 - The costs of the subcontractor/subconsultant to perform and provide property search information noted shall be included within Task 13 for the PM Services (\$100,000.00)
 - Costs associated with the Successful Respondent's assistance, coordination, review, assessment, and reporting, shall be included within scope of work Task 5.
 - The costs of the subcontractor/subconsultant to perform and provide detailed appraisals associated with ten (10) permanent construction easements and with ten (10) temporary construction easements noted shall be included within Task 13 for PM Services (\$100,000.00)
 - Costs associated with the Successful Respondent's assistance, coordination, review, assessment, and reporting, shall be included within scope of work Task 5.
 - The costs of the subcontractor/subconsultant to perform and provide title search information noted shall be included within Task 13 for PM Services (\$100,000.00)
 - Costs associated with the Successful Respondent's assistance, coordination, review, assessment, and reporting, shall be included within scope of work Task 5.
- The costs of the subcontractor/subconsultant to perform and provide detailed survey information noted shall be included within Task 13 for PM Services (\$250,000.00)
 - Costs associated with the Successful Respondent's assistance, coordination, review, assessment, and reporting, shall be included within scope of work Task 5.

- The costs of the subcontractor/subconsultant to perform and provide soil boring (geotechnical) information shall be included within Task 13 for PM Services (\$300,000.00)
 - Costs associated with the Successful Respondent's assistance, coordination, review, assessment, and reporting, shall be included within scope of work Task 6.
- The costs associated with the performance of the hydraulic modeling analysis and preparation of a report by the modeling subcontractor/subconsultant noted shall be included within Task 13 for PM Services. (\$100,000.00)
 - Costs associated with the Successful Respondent's assistance, coordination, review, assessment, and reporting, shall be included within scope of work Task 4.
- The costs associated with the performance of the CFD analysis and preparation of a report by the CFD analysis subcontractor/subconsultant noted shall be included within Task 13 for PM Services. (\$200,000.00)
 - Costs associated with the Successful Respondent's assistance, coordination, review, assessment, and reporting, shall be included within scope of work Task 4.
- The services and costs associated with the Cultural Resources Contracted Archaeologist noted shall be included within Task 13 for PM Services. (\$100,000.00)
 - Costs associated with the Successful Respondent's assistance, coordination, review, assessment, and reporting, shall be included within scope of work Task 2 and 3.
- The services and costs associated with other miscellaneous specialty consulting services noted shall be included within Task 13 for PM Services. (\$150,000.00)

TASK 14: Other Allowance(s)

The Successful Respondent shall include in the proposal an allowance of \$500,000.00 to cover costs associated with Other Allowances.

14.1 Development of Environmental Justice Outreach Plan Allowance

The Successful Respondent shall include in the proposal an allowance of \$50,000.00 to cover costs associated with the development of an environmental justice outreach plan during design and construction. This allowance item is intended to provide for work that may later be determined to be necessary for the completion of the project, but is not covered in the scope of work, tasks 1, 2, 3, 4, 5, 6, 7, 8 and 9. Provide **Rate Sheets**. Written

authorization by PVSC for utilization of any part of the development of the environmental justice outreach plan allowance shall be required.

14.2 Economic Equity and Inclusion Plan (EEIP) Small and Diverse Businesses Allowance

The Successful Respondent shall include in the proposal an allowance of \$250,000.00 to cover costs associated with the inclusion of small and diverse businesses during design and construction. This allowance item is intended to provide for work that may later be determined to be necessary for the completion of the project, but is not covered in the scope of work, tasks 1, 2, 3, 4, 5, 6, 7, 8, and 9. Provide **Rate Sheets**. Written authorization by PVSC for utilization of any part of the EEIP Small and Diverse Businesses allowance shall be required.

14.3 Additional Authorized Work Allowance

The Successful Respondent shall include in the proposal an allowance of \$200,000.00 to cover costs associated with additional authorized work at the direction of PVSC during the course of the Program, including during the design and construction phases. This allowance item is intended to provide for work that may later be determined to be necessary for the completion of the project, but is not covered in the scope of work, tasks 1, 2, 3, 4, 5, 6, 7, 8, and 9. Provide **Rate Sheets**. Written authorization by PVSC for utilization of any part of the Additional Authorized Work allowance shall be required.

TASK 15: Consultant Responsibility

The Successful Respondent shall supply and include in all of its costs, all personnel, all sub-consultants, and all services necessary to complete the work in accordance with the Scope of Work as outlined herein this RFQ/RFP. All notes, calculations, studies and computer documents generated for this project shall be the property of PVSC and turned over to PVSC at the conclusion of the project. The Successful Respondent is to include time on site to conduct any necessary investigations or interviews and meet with PVSC as outlined in the Scope of Work. The Successful Respondent shall provide PVSC with monthly progress reports and conduct monthly progress meetings. All costs for the Consultant's Responsibilities noted herein shall be included within Tasks 1 through and including Task 14.

VII. QUALIFICATIONS

The Respondent shall have the qualifications and experience to perform this type of assignment and shall document its qualifications and experience to perform the services. The Respondent shall identify representative assignments and detail the Respondent's exact part in each assignment.

The Respondent shall include with its proposal the names and qualifications of all personnel who will be working on the Program and the percentage of time each is expected to spend on the Program. For each such person, the Respondent shall include the experience

with the type of work contemplated by this RFQ/RFP. The Respondent shall provide a table (**Attachment G**) listing each task and an estimate of the hours to be expended on each task and the total hours of the project. PVSC reserves the right to interview any proposed Program staff members. Once approved, staff members may not be changed without written request to and approval from the PVSC.

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

- a. Executive Summary
- b. All information required to demonstrate compliance with **Section IV**, “Professional Evaluation and Ranking Methodology.”
- c. Team organization chart.
- d. Names and resumés for the key positions. Also indicate home office location for each person. Key personnel identified in the Respondent’s proposal shall not be changed without the prior agreement of PVSC.
- e. Descriptions of similar projects completed. References (with contact information) shall be provided for a minimum of three (3) Tunnel and Dewatering Pumping Station Projects with Program Management Services which have been completed within the last 20 years.
- f. List of any work performed in past 10 years, for PVSC, as either a prime or subcontractor.
- g. **Attachment G**, Summary of Total Man-Day Estimate.
- h. Acknowledgement of Receipt of Clarifications Schedule.
- i. Provide lists of anticipated Contract Drawings, Table of Contents of Technical Specifications (6-digit CSI format), and Shop Drawings for major components.
- j. All other required attachments. Qualification Proposals may also contain any other information that the Respondent believes will help demonstrate the Respondent’s qualifications relative to the evaluation criteria. Excluding resumés, required forms and documents associated with required forms, the Qualification Proposal should be limited to 100 pages. Resumés are separately limited to 2 pages per resumé.

If the Respondent is a corporation, other than a professional service corporation established pursuant to N.J.S.A. 14A:17-1 et seq., and will be offering or practicing professional engineering services in New Jersey as part of this agreement, it shall upon execution of this agreement provide a Certificate of Authorization in compliance with N.J.S.A. 45:8-56.

Qualification Proposals shall be submitted in a separate sealed envelope from the Compensation Proposal, and each proposal shall be identified on the front cover as either “Qualification Proposal” or “Compensation Proposal”.

Qualifications will be evaluated as noted in Section IV. Compensation Proposal(s) will only be reviewed for the Respondents scoring 70 points or higher on the Qualifications Evaluation as listed in Section IV.

VIII. PROGRAM MANAGEMENT SOFTWARE PLATFORM

PVSC uses the PMWeb platform for electronic collaborative management. It shall be the responsibility of the Respondent to ensure that any and all reports, submissions, drawings, and any other documents produced for and during the Program are created through or are compatible with and can be integrated into PVSC's PMWeb system. It shall be the responsibility of the Respondent to provide training, at its own cost, to its Program team members who will be tasked with interacting with PVSC's PMWeb system. Training shall take place at and in coordination with PVSC. All documentation shall be turned over to PVSC in the latest version of the particular electronic format in which it is produced. The Respondent shall, at all times, fully comply with any and all policies pertaining to the use of PVSC computing resources, including data usage. Failure to comply with such policies shall be deemed a material breach of the Program Agreement and sufficient grounds for immediate termination of the Program Agreement.

IX. COSTS

The Respondent shall supply and include in its costs all personnel, sub-consultants, and all services to complete the work in accordance with the Scope of Work. Attached hereto within **Attachment G** and **Attachment H** are the Summary of Total Workdays Estimate and Summary of Total Project Cost proposal forms, respectively. **Attachment G** shall be submitted with the Qualification Proposal. **Attachment H** shall be submitted with the Compensation Proposal.

PVSC anticipates that the PM Services Agreement will be a complete, multi-year (15 years) agreement associated with and related to ALL support services to plan, design, permit, acquire necessary easements/properties, construct, and place into operation ALL aspects of the Program infrastructure improvements, with the potential for amendments of additional services as they are defined for the duration of the Program as listed in the project Scope of Services. See **Section X**, "Submittals and Schedules," for the total time duration to complete the full Program duration. Although PVSC reserves the right to commence, close, reduce, or extend the PM Services Contract at any time in response to changing needs pursuant to law, for purposes of this RFQ/RFP, the Respondent shall include the total time duration to complete the full Program duration as outlined in the Scope of Services.

The Respondent may include adjustments to salary rates, once every two (2) years, beginning after 'Year 3' of the Program. Salary rate adjustments should not be greater than the "Engineer's Pay Index of the U.S. Bureau of Labor Statistics – Employment Cost Index ("ECI") for Professional Specialty and Technical Workers Wages and Salaries" or 3% every two (2) years whichever is less.

The Respondent's Compensation Proposal shall be based on the total time duration to complete the full Program duration.

The Compensation Proposal shall be submitted in a sealed envelope separate from the Qualification Proposal and identified on the front cover as: "Compensation Proposal". Compensation Proposal(s) will only be reviewed for the respondents that have received a minimum score of 70 points based on the General Qualification Criteria as listed Section IV.

Task 1 – Document Review and Compilation of Data – The Respondent shall provide tables (similar to **Attachment G** and **Attachment H**) of the complete breakdown of the costs for this task (listing each Subtask) based on the scope of work described herein. The tables shall be prepared to include the estimated hours and associated costs as well as the total hours based on the scope of work. The Respondent shall be paid on a lump sum basis based on the complete breakdown of the project costs table and the project meetings and deliverables percentages described herein.

Task 2 – Project Work Plan, Scheduling, and Reporting – The Respondent shall provide tables (similar to **Attachment G** and **Attachment H**) of the complete breakdown of the costs for this task (listing each Subtask) based on the scope of work described herein. The tables shall be prepared to include the estimated hours and associated costs as well as the total hours based on the scope of work. The Respondent shall be paid on a lump sum basis based on the complete breakdown of the project costs table and the project meetings and deliverables percentages described herein.

Task 3 – Program Development – The Respondent shall provide tables (similar to **Attachment G** and **Attachment H**) of the complete breakdown of the costs for this task (listing each Subtask) based on the scope of work described herein. The tables shall be prepared to include the estimated hours and associated costs as well as the total hours based on the scope of work. The Respondent shall be paid on a lump sum basis based on the complete breakdown of the project costs table and the project meetings and deliverables percentages described herein.

Task 4 – Investigation and Validation – The Respondent shall provide tables (similar to **Attachment G** and **Attachment H**) of the complete breakdown of the costs for this task (listing each Subtask) based on the scope of work described herein. The tables shall be prepared to include the estimated hours and associated costs as well as the total hours based on the scope of work. The Respondent shall be paid on a lump sum basis based on the complete breakdown of the project costs table and the project meetings and deliverables percentages described herein.

Task 5 – Property Acquisitions and Easements – The Respondent shall provide tables (similar to **Attachment G** and **Attachment H**) of the complete breakdown of the costs for this task (listing each Subtask) based on the scope of work described herein. The tables shall be prepared to include the estimated hours and associated costs as well as the total hours based on the scope of work. The Respondent shall be paid on a lump sum basis based

on the complete breakdown of the project costs table and the project meetings and deliverables percentages described herein.

Task 6 – Geotechnical Investigations – The Respondent shall provide tables (similar to **Attachment G** and **Attachment H**) of the complete breakdown of the costs for this task (listing each Subtask) based on the scope of work described herein. The tables shall be prepared to include the estimated hours and associated costs as well as the total hours based on the scope of work. The Respondent shall be paid on a lump sum basis based on the complete breakdown of the project costs table and the project meetings and deliverables percentages described herein.

Task 7 – Development Of Basis Of Design (BODR) Report – The Respondent shall provide tables (similar to **Attachment G** and **Attachment H**) of the complete breakdown of the costs for this task (listing each Subtask) based on the scope of work described herein. The tables shall be prepared to include the estimated hours and associated costs as well as the total hours based on the scope of work. The Respondent shall be paid on a lump sum basis based on the complete breakdown of the project costs table and the project meetings and deliverables percentages described herein.

Task 8 – Implementation / Execution – The Respondent shall provide tables (similar to **Attachment G** and **Attachment H**) of the complete breakdown of the costs for this task (listing each Subtask) based on the scope of work described herein. The tables shall be prepared to include the estimated hours and associated costs as well as the total hours based on the scope of work. The Respondent shall be paid on a lump sum basis based on the complete breakdown of the project costs table and the project meetings and deliverables percentages described herein.

Task 9 – Operations – The Respondent shall provide tables (similar to **Attachment G** and **Attachment H**) of the complete breakdown of the costs for this task (listing each Subtask) based on the scope of work described herein. The tables shall be prepared to include the estimated hours and associated costs as well as the total hours based on the scope of work. The Respondent shall be paid on a lump sum basis based on the complete breakdown of the project costs table and the project meetings and deliverables percentages described herein.

Task 10 – Other Direct Costs (ODC) – The Respondent shall include in its proposal (similar to **Attachment G** and **Attachment H**) a fixed fee, not-to-exceed amount **\$250,000.00** for all Other Direct Costs, which shall be paid on a direct reimbursement basis. The Respondent shall be paid on a direct reimbursable basis for the actual Other Direct Costs and Out-of-Pocket Expenses authorized by PVSC essential for the performance of the Project Work, not identified in Tasks 1, 2, 3, 4, 5, 6, 7, 8, and 9. The actual ODCs by the Respondent may differ from the estimated fixed fee noted herein. Although this variance is anticipated and acceptable to PVSC, the overall total cost for this task shall not be exceeded, without the written authorization of PVSC.

Task 11 – PMWeb Licenses – The Respondent shall include in its proposal (similar to **Attachment G** and **Attachment H**) a fixed fee, not-to-exceed amount of **\$50,000.00** for necessary PMWeb Licenses, which shall be paid on a direct reimbursement basis. The Respondent shall be paid on a direct reimbursable basis for the actual PMWeb Licenses (i.e., Costs and Out-of-Pocket Expenses) authorized by PVSC necessary for the performance of the Program Management Service Scope of Work. The actual PMWeb Licenses (i.e., Costs and Out-of-Pocket Expenses) cost incurred by the Respondent may differ from the fixed fee noted herein. Although this variance is anticipated, the overall total cost for this task shall not be exceeded, without the written authorization of PVSC.

Task 12 – Administration of PVSC Funding Requirements – The Respondent shall include in their proposal (similar to **Attachment G** and **Attachment H**) an allowance of **\$250,000.00** for providing administrative assistance of PVSC Funding requirements. The Respondent shall provide hourly rates for providing administrative assistance for PVSC Funding requirements based on the allowance. The Respondent shall be paid on a reimbursable basis for the actual time spent on administrative assistance with PVSC Funding requirements. The actual effort expended on administrative assistance of PVSC Funding requirements by the Respondent may differ from that estimated in the Respondent’s proposal. Although this variance is anticipated and acceptable to PVSC, the overall total cost for this task shall not be exceeded, without the written authorization of PVSC.

Task 13 – Specialty Consulting Services Allowance – The Respondent shall include in the proposal (similar to **Attachment H**) an allowance of **\$1,400,000.00** to cover costs associated with the specialty consulting services noted herein plus other specialty consulting services which may be required at a later date. This allowance item is intended to provide for the specialty consulting work that may be necessary and essential for the performance of the Program Management Service Scope of Work, but is not covered in the scope of work, tasks 1, 2, 3, 4, 5, 6, 7, 8, and 9. Provide hourly rate schedule. Written authorization by PVSC for utilization of any part of the specialty consulting services allowance shall be required.

Task 14 – Other Allowances – The Respondent shall include in their proposal (similar to **Attachment H**) an allowance of **\$500,000.00** to cover costs associated with other allowances. This allowance item is intended to provide for work that may later be determined to be necessary for the completion of the project, but is not covered in the Scope of Work, tasks 1, 2, 3, 4, 5, 6, 7, 8, and 9. Provide rate sheets. Written authorization by PVSC for utilization of any part of the mechanical work allowance shall be required.

Should PVSC authorize additional work not covered by the Scope of Work, the Respondent shall provide its hourly rates for any such additional work.

PVSC reserves the right to partially award individual tasks as funding becomes available. The Respondent shall not be entitled to a cost increase based on the partial award of individual tasks.

X. SUBMITTALS AND SCHEDULES

The Respondent shall submit with its Proposal a schedule for all services it is to provide for the project. The Respondent shall be prepared to start on this project promptly upon notice to proceed.

This project may be submitted to the New Jersey Environmental Infrastructure Trust (NJEIT) and/or any other agency(ies) for funding. As such, in order to remain eligible for funding, the design for the project shall be submitted in accordance with the NJEIT and/or any other agency(ies) submission deadlines.

The Respondent's schedule shall include the associated duration(s) based on Tasks 1 through 15 as outlined herein this RFQ/RFP.

See PVSC's current NJPDES permit (EDP 1/1/26), for the Program's overall implementation schedule as well as a copy of the implementation schedule for the first five (5) years.

See 'Figure ES-2: Recommended Route Preliminary Implementation Schedule' (copy included herein within **Section X**) from the Parallel Interceptor Routing Analysis Report (**Appendix C**) for the preliminary implementation schedule, the task descriptions, and the task descriptions anticipated 'Plan Start' and 'Plan End' dates for the anticipated task durations associated with the overall Program infrastructure improvements.

See PVSC's current NJPDES permit (EDP 1/1/26) for additional information related to the overall duration (currently contemplated to be 15 years) of the Program that requires PM services. (**Note:** The Parallel Interceptor Routing Analysis Report (June 2022) refers to a nine (9) year Program duration; that reference is incorrect and should not be used for submission purposes.)

The implementation schedule for PVSC as included in PVSC's current NJPDES permit (October 2025) (Response to Comments, p. 73) is as follows:

Year	Permittee	CSO Control Technology
2025	All ¹	Regional Interceptor (Engage the Services of a Program Manager for Construction of Parallel Interceptor; Engage the Services of a Program Manager to assist with the Implementation of the Regional Alternative Long-Term Control Plan)
2026	All ¹	Regional Interceptor (Redefine Route Analysis; Identify Necessary Property Acquisitions and Easements)
2027	All ¹	Regional Interceptor (Begin Property Acquisitions and Easements)
	PVSC	Complete WRRF Secondary Bypass to 720 MGD
2028	All ¹	Regional Interceptor (Continue Property Acquisitions and Easements)
2029	All ¹	Regional Interceptor (Continue Property Acquisition and Easements; Revalidate Route Analysis; Begin Site Surveys and Geotechnical Investigation)
2030 - 2034	All ¹	Regional Interceptor (Complete Tunnel Design; Complete Tunnel DBB RFP Procurement; Begin Tunnel Construction; Complete CSO Diversion Sewer Design; Complete Pump Station Design; Complete CSO Diversion Sewer RFP Procurement; Complete Pump Station RFP Procurement; Begin CSO Diversion Sewer Design; Begin Pump Station Design)
2035 - 2039	All ¹	Regional Interceptor (Complete Tunnel Construction; Complete CSO Diversion Sewer Construction; Complete Pump Station Construction; Start-up & Commissioning)

¹All includes all permittees in the PVSC District except Kearny.

The implementation schedule for Years One (1) through Year five (5) for the PVSC District as included in PVSC's current NJPDES permit (October 2025)(Attachment A, p. 4) is as follows:

Attachment A

Implementation Schedule for the PVSC District

Consistent with the Regional LTCP¹, the below specifies the CSO control technologies required to be implemented by the City of Bayonne, Borough of East Newark, Town of Harrison, Jersey City MUA, Town of Kearny, City of Newark, North Bergen MUA, City of Paterson, and PVSC in the renewal permit action.

Year	Permittee	CSO Control Technology
Year One (EDP to EDP +1 year)	All ²	Regional Interceptor (Engage the Services of a Program Manager for Construction of Parallel Interceptor; Engage the Services of a Program Manager to assist with the Implementation of the Regional Alternative Long-Term Control Plan)
	Bayonne	Increase Wet Weather Pump Station Capacity to 27.8 MGD; Implement Green Infrastructure
	East Newark	Complete Waterfront Sewer Separation
	Harrison	Begin to Implement Green Infrastructure Program
	Kearny	Complete Sewer Separation for KE010; Continue Implementation of Green Infrastructure
	Newark	Implement Green Infrastructure
	North Bergen MUA	Complete Storage Tank at NB003
	Paterson	Implement Green Infrastructure
Year Two (EDP +1 year to EDP +2 years)	All ²	Regional Interceptor (Redefine Route Analysis; Identify Necessary Property Acquisitions and Easements)
	Kearny	Start Planning and Design for Sewer Separation for KE006
	Paterson	Complete Planned Sewer Separation for PT023
Year Three (EDP +2 years to EDP +3 years)	All ²	Regional Interceptor (Begin Property Acquisitions and Easements)
	Jersey City MUA	Complete Summit Ave. & Carlton Ave. Sewer Lining; Complete West Side Ave. (Sip Ave. – Danforth Ave.) Sewer Lining
	PVSC	Complete PVSC Alternative Wet Weather Treatment Protocol Project
Year Four (EDP +3 years to EDP +4 years)	All ²	Regional Interceptor (Continue Property Acquisitions and Easements)
	Bayonne	Force Main Upgrade
	East Newark	Complete Thread Mill Sewer Separation
	North Bergen MUA	Closure of Outfall NB014
Year Five (EDP +4 years to EDP +5 years)	All ²	Regional Interceptor (Continue Property Acquisition and Easements; Revalidate Route Analysis; Begin Site Surveys and Geotechnical Investigation)
	Bayonne	Begin Storage Tank at BA007
	Harrison	Begin Sewer Separation at 005
	Jersey City MUA	Complete General Sewer Lining
	North Bergen MUA	Implement Green Infrastructure
	Paterson	Begin 19th Avenue Relief Sewer

¹ The Regional LTCP available at https://dep.nj.gov/wp-content/uploads/dwq/pdf/cso/cso_siar_pvsc.pdf.

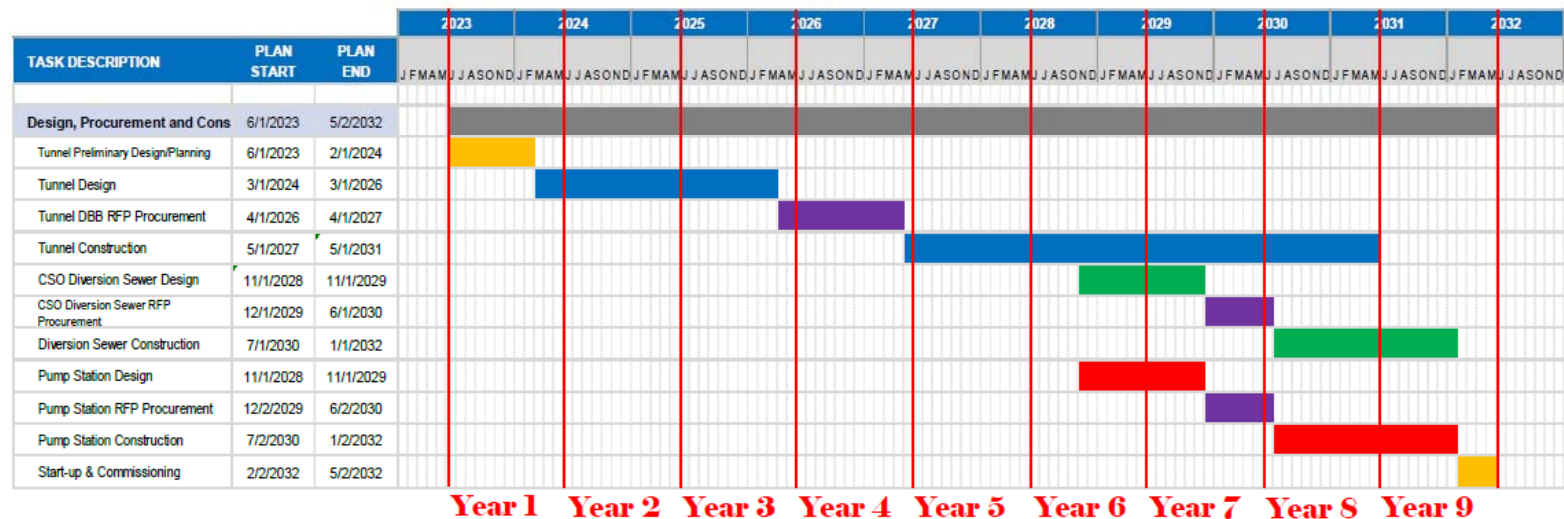
² All includes all permittees in the PVSC District except Kearny.



Implementation Schedule

A preliminary schedule, Figure ES-2, was developed for the design, permitting, construction and commissioning of the Recommended Parallel Interceptor Route. It is anticipated that the Parallel Interceptor will take between eight (8) to nine (9) years to design, permit, acquire necessary easements/property, construct, and place into operation. The mid-point of construction is estimated to be November 1, 2029, approximately 7.5 years from the date of this report.

Figure ES-2: Recommended Route Preliminary Implementation Schedule



XI. PROPOSAL

All proposals in response to this RFQ\RFP shall be addressed to Gregory A. Tramontozzi, Executive Director, and delivered not later than 11:00 a.m. Interested Respondents shall submit: one (1) original completed, signed proposal, including all required attachments; three (3) paper copies of the completed proposal, including all required attachments; and one (1) electronic copy of the completed proposal, including all required attachments, in .pdf format on a flash drive.” Interested Respondents shall submit: one (1) original completed, signed proposal, including all required attachments; three (3) paper copies of the completed proposal, including all required attachments; and one (1) electronic copy of the completed proposal, including all required attachments, in .pdf format on a flash drive.”

Each proposal should focus on the individual PM team members and how they will respond to the anticipated Scope of Services. Excluding resumés, required forms and documents associated with required forms, the Qualification Proposal should be limited to 100 pages. Resumés are separately limited to 2 pages per resumé.

For the list of the information that the Proposal shall include, at a minimum, See **Section VII**, “Qualifications.”

Each section of the proposal shall be separated with labeled tabs.

Proposal may also contain any other information that the Respondent believes will help demonstrate the Respondents qualifications relative to the evaluation criteria. Excluding resumés, required forms and documents associated with required forms, the Qualification Proposal should be limited to 100 pages. Resumés are separately limited to 2 pages per resumé.

XII. CONTACT INFORMATION FOR TECHNICAL COMMENTS AND QUESTIONS

Respondent may contact John Bolcar, P.E., Chief Engineer, via email at jbolcar@pvsc.com and/or Eric Granholm, P.E., Senior Civil Engineer, via email at egranholm@pvsc.com with any technical comments or questions.

Respondents may request and PVSC, in its sole discretion, may provide to the Respondents certain materials mentioned in this RFQ/RFP or additional materials. Prior to being granted access, the Successful Respondent shall sign and deliver to PVSC an executed Non-Disclosure Agreement in the form set forth to this RFQ/RFP as **Attachment O**. Failure to comply with all terms and conditions of the Non-Disclosure Agreement shall result in immediate disqualification from consideration of award and/or immediate termination of contract.

Information of any nature, form, format, or medium supplied by PVSC is provided “as-is” for the Respondent’s convenience. PVSC makes no representations or warranties as to the accuracy or fitness for a particular purpose of any information

provided. Respondents may not rely upon any information provided without independent verification. Respondent's use of any such information is solely at the Respondent's own risk.

XIII. CONTRACT FORM AND PERIOD

The contract period shall be for the duration to include the Successful Respondent's completion of all Tasks identified in **Section VI**, "Scope of Work." See **Attachment K**, Sample Form of Contract, plus any additional tasks as may be agreed to by the parties.

PVSC anticipates that the PM Services Agreement will be a complete, multi-year (15 years) agreement associated with and related to **ALL** support services to plan, design, permit, acquire necessary easements/properties, construct, and place into operation **ALL** aspects of the Program infrastructure improvements, with the potential for amendments of additional services as they are defined for the duration of the Program as listed in the project Scope of Services. See **Section X**, "Submittals and Schedules," for the total time duration to complete the full Program duration. Although PVSC reserves the right to commence, close, reduce, or extend the PM Services Contract at any time in response to changing needs pursuant to law, for purposes of this RFQ/RFP, the Respondent shall include the total time duration to complete the full Program duration as outlined in the Scope of Services.

The Respondent may include adjustments to salary rates, once every two (2) years, beginning after Contract Year 3. Salary rate adjustments should not be greater than the "Engineer's Pay Index of the U.S. Bureau of Labor Statistics – Employment Cost Index ("ECI") for Professional Specialty and Technical Workers Wages and Salaries" or 3% every two (2) years whichever is less.

The Respondent's Compensation Proposal shall be based on the total time duration to complete the full program duration.

XIV. PROPOSAL FORM

All proposals submitted in response to this RFQ\RFP shall utilize the form of correspondence on **page 98** hereof as the cover sheet of such proposal. There shall be attached to said letter succeeding pages setting forth the Respondent's proposal. The Respondent's proposal must follow the format herein at **Pages 98 through 162**. In order for the Respondent's proposal to meet the requirements of the Request, Solicitation and Invitation, the form of correspondence set forth herein below shall be fully completed and executed. Attachments or certifications set forth as attachments or certifications **A, B, C, D E, I, and J** attached to this RFQ\RFP, shall be completed and originally executed. Failure to attach required documents is cause for disqualification.

All erasures and/or changes to the original documentation submitted must be initialed by the individual making modifications to the proposal. Use separate and additional pages to respond specifically to each section, specifically **Section IV**, "Professional Evaluation and Ranking Methodology," which sets forth the criteria that PVSC will utilize in evaluating the

Respondent's proposal and determining the selection of the Successful Respondent. In the event that the proposal is being made by a Respondent containing more than one person, the first page of the proposal shall also set forth the name of the supervising engineer, if any, and the name of the engineer that the Respondent will assign to do the work of PVSC.

XV. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

The Respondent agrees to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27-1.1 et seq.) the New Jersey Affirmative Action Rules. The mandatory language, which is more specifically set forth in **Attachment F** and applicable regulations promulgated by the Treasurer of the State of New Jersey pursuant thereto, are hereby incorporated herein by reference and made a part of this Request for Proposal.

XVI. MANDATORY ANTI-DISCRIMINATION LANGUAGE

In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

XVII. PROOF OF NEW JERSEY BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each Respondent submit proof of New Jersey Business Registration prior to the time a contract is awarded.

All business organizations that do business with a public contracting agency are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of that registration to the contracting agency at the time any submission is received. "Business

Organization” means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof.

Proof of registration shall be a copy of the Respondent’s New Jersey Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Further information may be obtained by visiting the following web site at the State of New Jersey: www.nj.gov/treasury/revenue/busregcert.htm.

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 2) During the term of this contract, the contractor and its affiliates must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

XVIII. ACKNOWLEDGEMENT OF CLARIFICATIONS

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

Attached hereto at Attachment ‘I’ is the Acknowledgement of Receipt of Clarifications form. This form must be executed, and applicable documents must be attached thereto by the Respondent.

XIX. AUTHORITY TO AUDIT OR REVIEW CONTRACT RECORDS

Pursuant to N.J.S.A. 52:15C-14(d) and N.J.A.C. 97:70-1.6, the Respondent shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

XX. NOTICE OF EXECUTIVE ORDER 189 CONFLICTS OF INTEREST IN PUBLIC CONTRACTING

1. The executive head of each department or agency in the Executive Branch with the lawful authority to engage in State contracting shall, in accordance with the provisions of the Administrative Procedures Act, N.J.S.A. 52: 14B- 1 et seq., promulgate regulations supplementing those heretofore established pursuant to Executive Order No. 34 (1976) governing the causes, conditions and procedures applicable to determinations of debarment, suspension and disqualification by the department or agency to include the minimum standards hereinafter set forth. In addition to any other filing required by law to be made, each executive head shall file with the Attorney General and Treasurer a copy of such rules and regulations as may be promulgated.
2. The rules and regulations referred to in Paragraph 1 shall include the following prohibitions on vendor activities, the violation of which shall render said vendor liable to debarment in the public interest, pursuant to the procedures established by Executive Order No. 34 (1976), by any Executive department or agency:
 - a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52: 1 3 D- 13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52: 13-D- 13i., of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A 52: 1 3-D- I3g.
 - b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
 - c. No vendor may, directly or indirectly undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13-D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

The provisions cited above in paragraph 2a. through 2e. shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 2c.

XXI. ADDITIONAL INFORMATION AND MATERIALS PROVIDED BY PVSC

Information of any nature, form, format, or medium supplied by PVSC is provided “as-is” for the Respondent’s convenience. PVSC makes no representations or warranties as to the accuracy or fitness for a particular purpose of any information provided. Respondents may not rely upon any information provided without independent verification. Respondent’s use of any such information is solely at the Respondent’s own risk.

XII. CONDITIONS AND PRECAUTIONS

A. General

- 1. The Successful Respondent shall immediately inform PVSC of any unsafe condition discovered at any time in any location during the course of work on the Program.
- 2. The uninterrupted maintenance of PVSC wastewater treatment operations shall always have priority over any and all of Program operations, which shall be determined by PVSC in its sole discretion.

B. Work Areas

- 1. Work areas shall be strictly limited to areas necessary for the performance of Program services. Work and work area shall not interfere with normal operations of PVSC without first obtaining specific approval from PVSC.

2. When not being used at a worksite, equipment being used for the Program shall be safely and securely stored (if on PVSC property, then only in areas designated by PVSC in writing). If equipment is stored outside of PVSC's premises, the PM shall provide all security required for such equipment.
3. The PM shall not permit any objects or pieces of equipment to lie unattended on sidewalks, roadways, or structures at any time.

C. Work Hours

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

END OF RFQ/RFP SPECIFICATIONS

COVER LETTER

Date:

Mr. Gregory A. Tramontozzi
Executive Director
Passaic Valley Sewerage Commission
600 Wilson Avenue
Newark, New Jersey 07105

Dear Director Tramontozzi:

The undersigned hereby submits the enclosed proposal for **PROFESSIONAL ENGINEERING SERVICES** associated with providing **PROGRAM MANAGEMENT SERVICES (PM Services)** related to the **PARALLEL INTERCEPTOR PROGRAM**.

The undersigned hereby undertakes and promises to provide **PARALLEL INTERCEPTOR PROGRAM MANAGEMENT SERVICES** and to do all work requested as appropriate and required herein as well as the contract documents concerning the same, including all written amendments and changes thereto, if any, which are incorporated herein by reference and made a part of this proposal.

SIGNATURE

BUSINESS NAME

Name

Title

Telephone Number

Email Address

ATTACHMENT A

CERTIFICATION OF INSURANCE

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

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

CERTIFYING OFFICIAL: NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

ATTACHMENT B

CONFLICT OF INTEREST CERTIFICATION

THE UNDERSIGNED CERTIFIES TO PASSAIC VALLEY SEWERAGE COMMISSION ("PVSC"), COUNTY OF ESSEX, STATE OF NEW JERSEY THAT IN PERFORMING **PARALLEL INTERCEPTOR PROGRAM MANAGEMENT SERVICES** TO PVSC HE/SHE IS AWARE OF NO CIRCUMSTANCE THAT WOULD CONSTITUTE A CONFLICT OF INTEREST, FINANCIAL OR OTHERWISE, BETWEEN HIMSELF/HERSELF (OR HIS/HER FIRM) AND THE INTERESTS OF PVSC. THE UNDERSIGNED CERTIFIES THAT HE/SHE HAS MADE A SEARCH OF HIS/HER FIRM'S CLIENT BASE AND HAS EXECUTED THIS CERTIFICATION SUBSEQUENT TO SUCH SEARCH.

THE UNDERSIGNED ACKNOWLEDGES THIS IS A CONTINUING CERTIFICATION AND SHALL REMAIN IN EFFECT FOR THE TERM OF THE **PARALLEL INTERCEPTOR PROGRAM MANAGEMENT SERVICES** CONTAINED IN THE SOLICITED REQUEST FOR PROPOSAL. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE FALSE, PVSC IS FREE TO TERMINATE ANY PROFESSIONAL SERVICES AGREEMENT ENTERED INTO WITH THE UNDERSIGNED AND/OR HIS OR HER FIRM.

THE UNDERSIGNED CERTIFIES THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL OR SELLING AGENICES MAINTAINED BY THE CONTRACTOR FOR THE PURPOSE OF SECURING BUSINESS, FOR THE BREACH OR VIOLATION OF WHICH WARRANTY THE STATE SHALL HAVE THE RIGHT TO ANNUL SUCH CONTRACT WITHOUT LIABILITY OR IN ITS DISCRETION TO DEDUCT FROM THE CONTRACT PRICE OR CONSIDERATION THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE.

Name: _____

Signature: _____

Firm Name: _____

Title: _____

Date: _____

ATTACHMENT C

I HEREBY CERTIFY THE INFORMATION CONTAINED IN THIS PROPOSAL FOR **PARALLEL INTERCEPTOR PROGRAM MANAGEMENT SERVICES** IS CORRECT AND ACCURATE TO MY PERSONAL KNOWLEDGE. I AM MAKING THIS CERTIFICATION IN GOOD FAITH.

CERTIFYING OFFICIAL:

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

ATTACHMENT D – PVSC CERTIFICATION AND DISCLOSURE FORM

Passaic Valley Sewerage Commission

Two-Year Chapter 51 /Executive Order 333 Vendor Certification and
Disclosure of Political Contributions for Non-Fair and Open Contracts

FOR STATE USE ONLY

Solicitation, RFP, or Contract No. _____ Award Amount _____
Is the contract being awarded pursuant to a "fair and open process" pursuant to P.L. 2023, c.30? Yes ☐ No ☐
Description of Services _____
State Agency Name _____ Contact Person _____
Phone Number _____ Contact Email _____
☐ Check if the Contract / Agreement is Being Funded Using FHWA Funds

Please check if requesting
recertification ☐

Part 1: Business Entity Information

Full Legal Business Name _____
(Including trade name if applicable)
Address _____
City _____ State _____ Zip _____ Phone _____
Vendor Email _____ Vendor FEIN (SS# if sole proprietor/natural person) _____

Check off the business type and list below the required information for the type of business selected.
MUST BE COMPLETED IN FULL

- ☐ Corporation: LIST ALL OFFICERS and any 10% and greater shareholder (If the corporation only has one officer, please write "sole officer" after the officer's name.)
☐ Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
☐ Partnership: LIST ALL PARTNERS with any equity interest
☐ Limited Liability Company: LIST ALL MEMBERS with any equity interest
☐ Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

Also Note: "N/A will not be accepted as a valid response. Where applicable, indicate "None."

All Officers of a Corporation or PC

10% and greater shareholders of a corporation or all shareholders of a PC

All Equity partners of a Partnership

All Equity members of a LLC

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

ATTACHMENT D – PVSC CERTIFICATION AND DISCLOSURE FORM (Cont.)

Part 2: Disclosure of Contributions by the Business Entity or any person or entity whose contributions are attributable to the Business Entity.

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. 19:44A-3(n).

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial candidate.

Full Legal Name of Recipient _____
Address of Recipient _____
Date of Contribution _____ Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind) _____
Contributor Name _____
Relationship of Contributor to the Vendor _____
If this form is not being completed electronically, please attach additional contributions on separate page.
Remove Contribution Add a Contribution

Full Legal Name of Recipient _____
Address of Recipient _____
Date of Contribution _____ Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind) _____
Contributor Name _____
Relationship of Contributor to the Vendor _____
If this form is not being completed electronically, please attach additional contributions on separate page.
Remove Contribution Add a Contribution

☐ **Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.**

ATTACHMENT D – PVSC CERTIFICATION AND DISCLOSURE FORM (Cont.)

Part 3: Certification (Check one box only)

- (A) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C) ☐ I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D) ☐ I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. **I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.**
2. **All reportable contributions made by or attributable to the business entity have been listed above.**

ATTACHMENT D – PVSC CERTIFICATION AND DISCLOSURE FORM (Cont.)

3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to a candidate committee or election fund of any candidate for the public office of Governor or election fund of holder of public office of Governor.
- b) During the term of office of the current Governor to a candidate committee or election fund of a holder of the public office of Governor.
- c) Within the 18 months immediately preceding the last day of the sitting Governor's first term of office to a candidate committee or election fund of the incumbent Governor.

4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to any candidate committee or election fund of any candidate or holder of the public office of Governor.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name _____ Print Name _____

Title/Position _____ Date _____

Procedure for Submitting Form(s)

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The Business Entity should return this form to the contracting State Agency. The Business Entity can submit this form directly to the Chapter 51 Review Unit only when it:

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Forms should be submitted either electronically to: cd134@treas.nj.gov, or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, have been listed.

To comply with this section, a Respondent 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 percent 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 percent 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 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which See corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the Respondent/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- ☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership
- ☐ Limited Liability Company
- ☐ For-profit Corporation (including Subchapters C and S or Professional Corporation)
- ☐ Other (be specific): _____

Part II

- ☐ I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

- ☐ I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below. (Please attach additional sheets if more space is needed):

Name: _____ Name: _____

Address: _____ Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

“To comply with this section, a Respondent 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 percent 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 percent 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 percent or greater beneficial interest.”

- ☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

☐☐☐☐☐☐☐☐**OR**☐☐☐☐☐☐☐

- ☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

- ☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn before me this ____ day of

(Affiant)

_____, 20__.

(Notary Public)

(Print name of affiant and title if applicable)

My Commission expires:

(Corporate Seal if a Corporation)

ATTACHMENT F

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

ATTACHMENT F (Continued)

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at:

http://www.state.nj.us/treasury/contract_compliance.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

REVISED ATTACHMENT G – Excel File to be Provided Upon Request

SUMMARY OF TOTAL WORKDAYS ESTIMATE																							
DESCRIPTION OF WORK	Estimate of Work Days																						
	Principle-In-Charge	Program Manager	Deputy Program Manager	Program Controls/Quality Lead	Communications Director	Critical Issues / Risk Manager	Program Technical Lead / Manager	Property Acquisition / Easements Lead / Manager	Funding Assistance Lead / Manager	Project Manager(s)	Construction Program Manager	Health / Safety Manager	Financial Management Control	Loan Support	Legal Support	Project Engineer	Principal Engineer	Engineer / Scientist	Designer / Drafter	Technician	Support	Total Work Days	
Title ---->																							
Staff Name ---->																							
Hourly Rates ---->	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Task 1 - Document Review and Compilation of Data																							
1.1 Document Review	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
1.2 Compilation of Data	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Task 2 - Project Work Plan, Scheduling, and Reporting																							
2.1 Project Work Plan	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2.2 Environmental Assessment Report	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2.3 Environmental Planning Document(s)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2.4 New Jersey Environmental Infrastructure Trust (NJEIT)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
2.5 Monthly Reports	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Task 3 - Program Development																							
3.1 Program Management Plan (PMP)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
3.2 Program Scope	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
3.3 Schedule and Budget	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
3.4 Meetings and Public Outreach	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Task 4 - Investigation and Validation																							
4.1 Investigation and Validation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
4.2 Preparation of Summary Report	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Task 5 - Property Acquisitions and Easements																							
Task 5 Property Acquisitions and Easements	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Task 6 - Geotechnical Investigations																							
Task 6 Geotechnical Investigations	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Task 7 - Development of Basis of Design Report (BODR)																							
7.1 Development of Basis of Design Report (BODR)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Task 8 - Implementation / Execution																							
8.1 Program Management Training / Workshop (Introductions & Stakeholders)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8.2 Staging Plan and Program Field Office	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8.3 Developmental Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8.4 Project Management of Design Professionals and Contractors (Construction Management Services)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8.5 Maintain Schedules and Budgets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8.6 GIS and 3D Development	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8.6.1 GIS Development	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8.6.2 3D Development	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8.7 Drone Documentation System and Notification	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8.8 Meetings (Local and State Coordination)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8.8.1 Meetings and General Project Team Coordination	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8.8.2 Local and State Stakeholders Coordination and Public Outreach	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8.9 Commissioning, Startup, Testing and Training	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8.10 Project Closeout	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
8.11 Post Construction Assistance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Task 9 - Operations																							
Task 9 Operations	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Subtotal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Subtotal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total Work Day Estimate																							-

This table shall be submitted with the "Qualification Proposal".

REVISED ATTACHMENT H – Excel File to be Provided Upon Request

SUMMARY OF TOTAL PROJECT COST																						
DESCRIPTION OF WORK	Estimate of Labor Costs																					
	Principal-In-Charge	Program Manager	Deputy Program Manager	Program Controls / Quality Lead	Communications Director	Critical Issues / Risk Manager	Program Technical Lead / Manager	Property Acquisition / Easements Lead / Manager	Funding Assistance Lead / Manager	Project Manager(s)	Construction Program Manager	Health / Safety Manager	Financial Management Control	Loan Support	Legal Support	Project Engineer	Principal Engineer	Engineer / Scientist	Designer / Drafter	Technician	Support	Total Labor Cost
Title - - - ->																						
Staff Names - - - ->																						
Hourly Rates - - - ->	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1 - Document Review and Compilation of Data																						
1.1 Document Review	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.2 Consolidation of Data	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2 - Project Work Plan, Scheduling, and Reporting																						
2.1 Project Work Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.2 Environmental Assessment Report	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.3 Environmental Planning Document(s)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.4 New Jersey Environmental Infrastructure Trust (NEJETT)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.5 Monthly Reports	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3 - Program Development																						
3.1 Program Management Plan (PMP)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.2 Program Scope	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.3 Schedule and Budget	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.4 Meetings and Public Outreach	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4 - Investigation and Validation																						
4.1 Investigation and Validation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.2 Preparation of Summary Report	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5 - Property Acquisitions and Easements																						
Task 5 Property Acquisitions and Easements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6 - Geotechnical Investigations																						
Task 6 Geotechnical Investigations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7 - Development of Basis of Design Report (BODR)																						
7.1 Development of Basis of Design Report (BODR)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 8 - Implementation / Execution																						
8.1 Program Management Training / Workshop (Introduction & Stakeholders)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8.2 Staging Plan and Program Field Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8.3 Developmental Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8.4 Project Management of Design Professionals and Contractors (Construction Management Services)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8.5 Maintain Schedules and Budgets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8.6 GIS and 3D Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8.6.1 GIS Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8.6.2 3D Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8.7 Drone Documentation System and Notification	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8.8 Meetings (Local and State Coordination)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8.8.1 Meetings and General Project Team Coordination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8.8.2 Local and State Stakeholders Coordination and Public Outreach	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8.9 Commissioning, Startup, Testing and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8.10 Project Closeout	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8.11 Post Construction Assistance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 9 - Operations																						
Task 9 Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Labor Cost																						

Summary of Costs	
Description	Cost
Task 1 - Document Review and Compilation of Data	\$ -
Task 2 - Project Work Plan, Scheduling, and Reporting	\$ -
Task 3 - Program Development	\$ -
Task 4 - Investigation and Validation	\$ -
Task 5 - Property Acquisitions and Easements	\$ -
Task 6 - Geotechnical Investigations	\$ -
Task 7 - Development of Basis of Design Report (BODR)	\$ -
Task 8 - Implementation / Execution	\$ -
Task 9 - Operations	\$ -
Task 10 - Other Direct Costs (ODCs) [Allowance]	\$ 250,000.00
Task 11 - PMWeb License [Allowance]	\$ 50,000.00
Task 12 - Administration of PVSC Funding [Allowance]	\$ 250,000.00
Task 13 - Specialty Consulting Services Allowance	\$ 1,400,000.00
Task 14 - Other Allowance(s)	\$ 500,000.00
Task 15 - Contingency Responsibility (incl w/in Tasks 1 to 9)	\$ -
TOTAL PROJECT COST	\$ -

ATTACHMENT I

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM / CLARIFICATIONS

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

PROFESSIONAL ENGINEERING SERVICES FOR PARALLEL INTERCEPTOR PROGRAM MANAGEMENT SERVICES
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Directions: Complete Part I or Part II, whichever is applicable

PART I: LISTED BELOW ARE THE DATES OF ISSUE FOR EACH CLARIFICATION RECEIVED IN CONNECTION WITH THIS RFQ/RFP:
--

ADDENDUM / CLARIFICATION #1, DATED _____ , _____
ADDENDUM / CLARIFICATION #2, DATED _____ , _____
ADDENDUM / CLARIFICATION #3, DATED _____ , _____
ADDENDUM / CLARIFICATION #4, DATED _____ , _____

PART II: <u> </u> NO ADDENDUM / CLARIFICATION WAS RECEIVED IN CONNECTION WITH THIS RFQ/RFP.
--

DATE: _____

NAME _____ SIGNATURE _____

ATTACHMENT J - NON-COLLUSION AFFADAVIT

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY,
COUNTY OF _____:

I, _____, of the _____ in the County of _____ and the State of _____ of full age, being duly sworn according to law, on my oath depose and say that:

I am _____, of _____ the Respondent making the Proposal for this Project.

I execute the said Proposal with full authority to do so.

I, and to the best of my knowledge, the Proposer, and any officer, director, employee or other representative of the Respondent, have not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named Project.

All statements contained in said Proposer and all Contract Documents and in this affidavit are true and correct and made with full knowledge that the Passaic Valley Sewerage Commission relies upon the truth of the statements contained in said Proposal and Contract Documents, and in the statements contained in this Affidavit, in awarding the Contract for said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract agreement or understanding for a commission, percentage, brokerage or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Respondent.

Sworn on Behalf of: _____

Name of Respondent: _____

Sworn and subscribed to
before me this day
of _____, 20____.
Notary Public of New Jersey

ATTACHMENT K – SAMPLE FORM OF CONTRACT



PROFESSIONAL SERVICES AGREEMENT
BETWEEN
PASSAIC VALLEY SEWERAGE COMMISSION
AND
[CONSULTANT NAME]

PVSC Resolution No.:
PVSC Agreement No.:
Date: _____

ATTACHMENT K – SAMPLE FORM OF CONTRACT

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made on this _____ day of April 2026, by and between the **PASSAIC VALLEY SEWERAGE COMMISSION (“PVSC”)**, a body corporate and politic of the State of New Jersey, with principal offices located at 600 Wilson Avenue, Newark, New Jersey 07105 (“PVSC”), and **[CONSULTANT]**, a [state or country of formation] [business entity type] with principal offices located at [address] (“Consultant”) (collectively, the “Parties”).

RECITALS

1. On [date], and pursuant to PVSC Resolution No. [resolution number], PVSC issued a Request for Qualifications/Request for Proposals (the “RFQ/RFP”) for Program Management Services related to PVSC’s Parallel Interceptor Program.

2. On [date] PVSC received qualifications and a proposal from Consultant to provide Program Management Services related to PVSC’s Parallel Interceptor Program (the “Proposal”). A true and correct copy of the Proposal is attached to this Agreement as **Exhibit A**.

3. On [date], PVSC approved the Proposal, pursuant to PVSC Resolution No. [resolution number]. A true and correct copy of PVSC Resolution No. [resolution number] is attached to this Agreement as **Exhibit B**.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

TERMS AND CONDITIONS

I. CONSULTANT SERVICES

A. Description of Consultant’s Services. Consultant shall perform all services, as described in the Proposal. In the event that the Proposal and this Agreement are in conflict, the provisions, terms, and conditions of this Agreement shall govern and bind the parties.

ATTACHMENT K – SAMPLE FORM OF CONTRACT

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

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

II. COMPENSATION

A. Fees. PVSC shall pay Consultant for services performed in connection with this agreement, and in accordance with the provisions contained in the Proposal, for a total amount not-to-exceed [amount], which includes all labor and expenses.

B. Method of Payment. Consultant shall simultaneously submit monthly invoices and monthly progress reports for services rendered. PVSC shall make payments within forty (40) days after receipt of each such invoice and progress report. Invoices and progress reports must be received at least twenty-four (24) days prior to the published dates of any PVSC meetings for payment to be made within forty (40) days. PVSC will not pay any invoice unless and until the concomitant monthly progress report is submitted with the invoice.

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

ATTACHMENT K – SAMPLE FORM OF CONTRACT

III. INSURANCE

Consultant shall procure and maintain insurance at Consultant's own cost throughout the duration of the project, from inception through completion, with the following coverage amounts:

- Workers' Compensation Insurance in compliance with the laws of the State of New Jersey \$1,000,000/\$1,000,000/\$1,000,000
- Employers Liability Coverage in the amount of \$5,000,000
- Comprehensive General Liability and Bodily Injury, including death \$5,000,000 each occurrence
- Combined Single Limit \$5,000,000 each occurrence
- Personal Automobile Liability, Bodily Injury, Property Damage \$5,000,000 each occurrence
- Combined Single Limit \$5,000,000 each occurrence
- Professional Liability \$15,000,000 per claim and annual aggregate

PVSC and its commissioners, officers, directors, employees, and agents shall be named as additional insureds on all policies before Consultant commences the work to be performed under this Agreement. Consultant shall provide evidence of same in the form of certified endorsements specifically naming PVSC and its commissioners, officers, directors, employees, and agents as additional insureds and certified declaration page(s) for the policies. The submission of a Certificate of Insurance will not serve as adequate proof that PVSC and its commissioners, officers, directors, employees, and agents have been named as additional insureds.

The Consultant will provide a minimum of thirty (30) days' written notice to PVSC prior to any cancelation, material change, or refusal of renewal of Consultant's insurance. In the event of cancellation due to non-payment of premiums, said notice shall be given at least ten (10) days

ATTACHMENT K – SAMPLE FORM OF CONTRACT

prior to cancellation. All insurance required pursuant to this section shall remain in full force and effect until final contract payment.

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

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

IV. INDEMNIFICATION

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

ATTACHMENT K – SAMPLE FORM OF CONTRACT

court costs and reasonable attorney's fees, which PVSC, its employees, agents, successors or assigns shall pay, or cause to be paid or become liable to pay by reason or in consequence of any negligence or any wrongful act or omission, whether intentional or unintentional, of Consultant, its agents, employees, successors or assigns, arising out of Consultant's performance of this Agreement, or in connection with any litigation, investigation or other matters connected therewith.

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

V. STANDARD OF CARE

The standard of care for all professional and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of Consultant's profession practicing under similar conditions at the same time and in the same locality.

VI. PENALTIES AND FINES

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

ATTACHMENT K – SAMPLE FORM OF CONTRACT

VII. NEW JERSEY LAW

This Agreement shall be construed under the laws of the State of New Jersey. No suit concerning this Agreement shall be instituted in any jurisdiction other than the Superior Court of the State of New Jersey, Essex Vicinage, or the United States District Court for the District of New Jersey (Newark).

VIII. CHANGES

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

IX. SUSPENSION OR ABANDONMENT

If PVSC suspends or abandons all or any portion of the work to be performed under this Agreement, and PVSC provides at least thirty (30) days' prior written notice thereof, this Agreement shall be terminated as to the part suspended or abandoned, and all plans, documents, and completed and partially completed work required by this Agreement shall become and remain the property of PVSC. If PVSC suspends or abandons the work to be performed under this Agreement, PVSC shall make payment to Consultant for all reasonable and necessary costs that Consultant incurs, but in no event shall PVSC make payment for damages, anticipated profits, and/or any other losses or claims whatsoever.

X. TERMINATION OF AGREEMENT

A. Termination For Cause. If Consultant, for any cause whatsoever within its control, shall fail or refuse to complete the work or any portion thereof to be performed under this

ATTACHMENT K – SAMPLE FORM OF CONTRACT

Agreement within the time prescribed herein, or should violate any of the terms, conditions or covenants of this Agreement and fail to remedy such violation within thirty (30) days after receiving written notice thereof from PVSC, PVSC shall have the right to cancel this Agreement.

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

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

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

XI. SUCCESSORS AND ASSIGNS

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

ATTACHMENT K – SAMPLE FORM OF CONTRACT

XII. AFFIRMATIVE ACTION

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

XIII. CERTIFICATE OF AUTHORIZATION

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

XIV. BUSINESS REGISTRATION CERTIFICATE

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

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

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

ATTACHMENT K – SAMPLE FORM OF CONTRACT

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

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

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

XV. PUBLIC LAW 2005, C. 51; EXECUTIVE ORDER 333

A. Requirements. In order to safeguard the integrity of New Jersey State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Public Law 2005, c. 51, signed into law March 22, 2005 (hereinafter, “Chapter 51”), the Certification and Disclosure Form in **Exhibit D**, and the Statement of Ownership in **Exhibit E** have been completed and executed and are attached hereto. The terms and conditions set forth in this Section are material terms.

B. Definitions. The following definitions apply to this Agreement:

1. **Contribution** – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (N.J.S.A. 19:44A-1, et seq.), and implementing regulations

ATTACHMENT K – SAMPLE FORM OF CONTRACT

set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1, et seq. Contributions in excess of \$300 during a reporting period are deemed “reportable” under these laws as of January 1, 2005, for all contracts awarded in excess of \$17,500.00 after October 15, 2006.

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

C. Breach of Terms of Chapter 51 Deemed Breach of Contract. It shall be a breach of the terms of this Agreement for the Business Entity to (i) make or solicit a contribution in violation of Chapter 51, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the

ATTACHMENT K – SAMPLE FORM OF CONTRACT

public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or selected by the business entity itself, would subject that entity to the restrictions of Chapter 51; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of Chapter 51; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of Chapter 51.

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

https://www.nj.gov/treasury/purchase/forms/eo134/c51_eo117_cd_instr%2002_2009.pdf

E. Consultant's Obligations. This Agreement is not intended to recite verbatim Consultant's obligations under Chapter 51 (N.J.S.A. 19:44A-20.13 to -20.25) and or Executive Order 333. Questions regarding the interpretation or application of Public Law 2005, Chapter 51 may be directed to the New Jersey Department of Treasury, Division of Purchase and Property website above.

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

Pursuant to L. 1995, c. 159, effective January 1, 1996, and codified at N.J.S.A. 59:49-19 and N.J.S.A. 59:49-20, and notwithstanding any provision of the law to the contrary, whenever

ATTACHMENT K – SAMPLE FORM OF CONTRACT

any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods and services or construction projects, at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's, partner's or shareholder's share of the payment of that indebtedness. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off. The Division of Taxation may initiate procedures to set off the tax debt of a specific vendor upon the expiration of ninety (90) days after either the issuance by the Division of a notice and demand for payment of any state tax owed by the taxpayer or the issuance by the Division of a final determination on any protest filed by the taxpayer against an assessment or final audit determination. A set-off reduces the contract payment due to a vendor by the amount of that vendor's state tax indebtedness or, in the case of a vendor-partnership or vendor-S corporation, by the amount of state tax indebtedness of any member-partner or shareholder of the partnership or S corporation, respectively. N.J.A.C. 18:2-8.3. The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and shall provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest permitted under N.J.S.A. 59:49-19 shall stay the collection of the indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to L. 1987, c. 184 (N.J.S.A. 52:32-35) shall be stayed.

ATTACHMENT K – SAMPLE FORM OF CONTRACT

XVII. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination based on disability in contracting for the purchase of bids and services is prohibited. The Consultant is required to read the Americans with Disabilities language attached hereto and made a part of this Contract as **Exhibit F** and agrees that the provision of Title 11 of the Act will be made a part of the contract. The Consultant is obligated to comply with the Act and to hold PVSC harmless.

XVIII. CLAUSES REQUIRED BY LAW

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

XIX. AUTHORITY TO AUDIT OR REVIEW CONTRACT RECORDS

Pursuant to N.J.S.A. 52:15C-14(d), et seq., the Consultant shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

XX. COUNTERPARTS

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

XXI. INCORPORATION OF RECITALS

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

ATTACHMENT K – SAMPLE FORM OF CONTRACT

XXII. COMPLETE AGREEMENT

This Agreement, together with Exhibits A through F, represents the entire understanding and agreement between PVSC and Consultant for services pertaining to the project and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement and the Exhibits attached hereto may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both PVSC and Consultant.

IN WITNESS WHEREOF, PVSC and Consultant have executed this Agreement through their respective duly authorized officers, as of the date first written above.

**PASSAIC VALLEY SEWERAGE
COMMISSION**

[CONSULTANT]

By: _____
Gregory A. Tramontozzi
Executive Director

By: _____
[Name]
[Title]

Date: _____

Date: _____

Attest:

Attest:

Thomas Fuscaldo
Clerk

[Name]
[Title]

Date: _____

Date: _____

MONTHLY PROGRESS REPORT

PASSAIC VALLEY SEWERAGE COMMISSION



Protecting Public Health and the Environment®

XXX CONTRACT

PVSC Agreement No.: XXX

Prepared by:

For the period:

M/D/Y through M/D/Y

Report Period XXX

ATTACHMENT L – SAMPLE MONTHLY PROGRESS REPORT



**XXX Contract
Monthly Progress Report &
Invoice**

Table of Contents

- 1. Progress Report Narrative**
- 2. List of Deliverables and Schedule**
- 3. Cost Projection Graphs**
 - a. Task 1 – Review and Compilation of Data**
 - b. Task 2 – Project Work Plan and Reporting**
 - c. Task 3 – Design Services**
 - d. Task 4 – Design Services During Construction**
 - e. Task 5 – Resident Project Representative**
 - f. Task 6 – Other Direct Costs**
 - g. Task 7 – Allowances**
 - h. Task 8 – Administration of PVSC Funding Requirements**
 - i. All Tasks**

ATTACHMENT L – SAMPLE MONTHLY PROGRESS REPORT



XXX Contract Monthly Progress Report & Invoice

Task 1 – Review and Compilation of Data		
Task 1.1	Investigation Work Performed: Problems: Plans & Schedule Deviations: Corrective	
Task 1.2	BODR Validation Work Performed: Problems: Plans & Schedule Deviations: Corrective Actions:	

ATTACHMENT L – SAMPLE MONTHLY PROGRESS REPORT



Protecting Public Health and the Environment®

XXX Contract Monthly Progress Report & Invoice

Task 2 – Project Work Plan and Reporting		
Task 2.1	Project Management Services Work Performed: Problems: Plans & Schedule Deviations: Corrective	
Task 2.2	Project Kickoff Meeting Work Performed: Problems Plans & Schedule Deviations: Corrective Actions:	
Task 2.3	Monthly Invoices & Progress Reports Work Performed: Problems: Plans & Schedule Deviations: Corrective	
Task 2.4	Project Work Plan Work Performed: Problems Plans & Schedule Deviations: Corrective Actions:	

ATTACHMENT L – SAMPLE MONTHLY PROGRESS REPORT



XXX Contract Monthly Progress Report & Invoice

Task 3 – Design Services		
Task 3.1	Design Services Work Performed: Problems Plans & Schedule Deviations: Corrective	
Task 3.2	Meetings Work Performed: Problems: Plans & Schedule Deviations: Corrective	
Task 3.3	Value Engineering Work Performed: Problems: Plans & Schedule Deviations: Corrective Actions:	
Task 3.4	Permitting Work Performed: Problems: Plans & Schedule Deviations: Corrective Actions:	
Task 3.5	Bidding Assistance Work Performed: Problems Plans & Schedule Deviations: Corrective Actions:	

ATTACHMENT L – SAMPLE MONTHLY PROGRESS REPORT



Protecting Public Health and the Environment®

XXX Contract Monthly Progress Report & Invoice

Task 4 – Design Services During Construction		
Task 4.1	Notice to Proceed Work Performed: Problems Plans & Schedule Deviations: Corrective Actions:	
Task 4.2	Liaison & Administration Work Performed: Problems Plans & Schedule Deviations: Corrective Actions:	
Task 4.3	Meetings Work Performed: Problems Plans & Schedule Deviations: Corrective Actions:	
Task 4.4	Baseline & Benchmarks Work Performed: Problems Plans & Schedule Deviations: Corrective Actions:	
Task 4.5	Approval of Manufacturers/Vendors Work Performed: Problems Plans & Schedule Deviations: Corrective Actions:	
Task 4.6	Shop Drawings Work Performed: Problems Plans & Schedule Deviations: Corrective Actions:	
Task 4.7	Contractor Initiated Substitutions Work Performed: Problems Plans & Schedule Deviations: Corrective Actions:	

ATTACHMENT L – SAMPLE MONTHLY PROGRESS REPORT



Protecting Public Health and the Environment®

XXX Contract Monthly Progress Report & Invoice

Task 4.8	Testing Work Performed: Problems Plans & Schedule Deviations: Corrective Actions:	
Task 4.9	RFIs & Field Orders Work Performed: Problems Plans & Schedule Deviations: Corrective Actions:	
Task 4.10	Change Orders Work Performed: Problems Plans & Schedule Deviations: Corrective Actions:	
Task 4.11	Payment Requests Work Performed: Problems Plans & Schedule Deviations: Corrective Actions:	
Task 4.12	Start-Up Services Work Performed: Problems Plans & Schedule Deviations: Corrective Actions:	
Task 4.13	Post Construction Assistance Work Performed: Problems Plans & Schedule Deviations: Corrective Actions:	

ATTACHMENT L – SAMPLE MONTHLY PROGRESS REPORT



Protecting Public Health and the Environment®

XXX Contract Monthly Progress Report & Invoice

Task 5 – Design Services During Construction		
Task 5.1	Resident Project Representative Work Performed: Problems Plans & Schedule Deviations: Corrective Actions:	
Task 5.2	Part Time Administrative Assistant Work Performed: Problems Plans & Schedule Deviations: Corrective Actions:	
Task 5.3	Specialty Inspection Services Work Performed: Problems Plans & Schedule Deviations: Corrective Actions:	

Task 6 – Other Direct Costs		
Task 6.1	Other Direct Costs Work Performed: Problems Plans & Schedule Deviations: Corrective Actions:	

ATTACHMENT L – SAMPLE MONTHLY PROGRESS REPORT



**XXX Contract
Monthly Progress Report &
Invoice**

Task 7 – Design Services During Construction		
Task 7.1	Unforeseen Contingencies Work Performed: Problems Plans & Schedule Deviations: Corrective	
Task 7.2	Training Allowance Work Performed: Problems Plans & Schedule Deviations: Corrective Actions:	

Task 8 – Administration of PVSC Funding Requirements		
Task 8.1	Administration Work Performed: Problems Plans & Schedule Deviations: Corrective Actions:	



Protecting Public Health and the Environment®

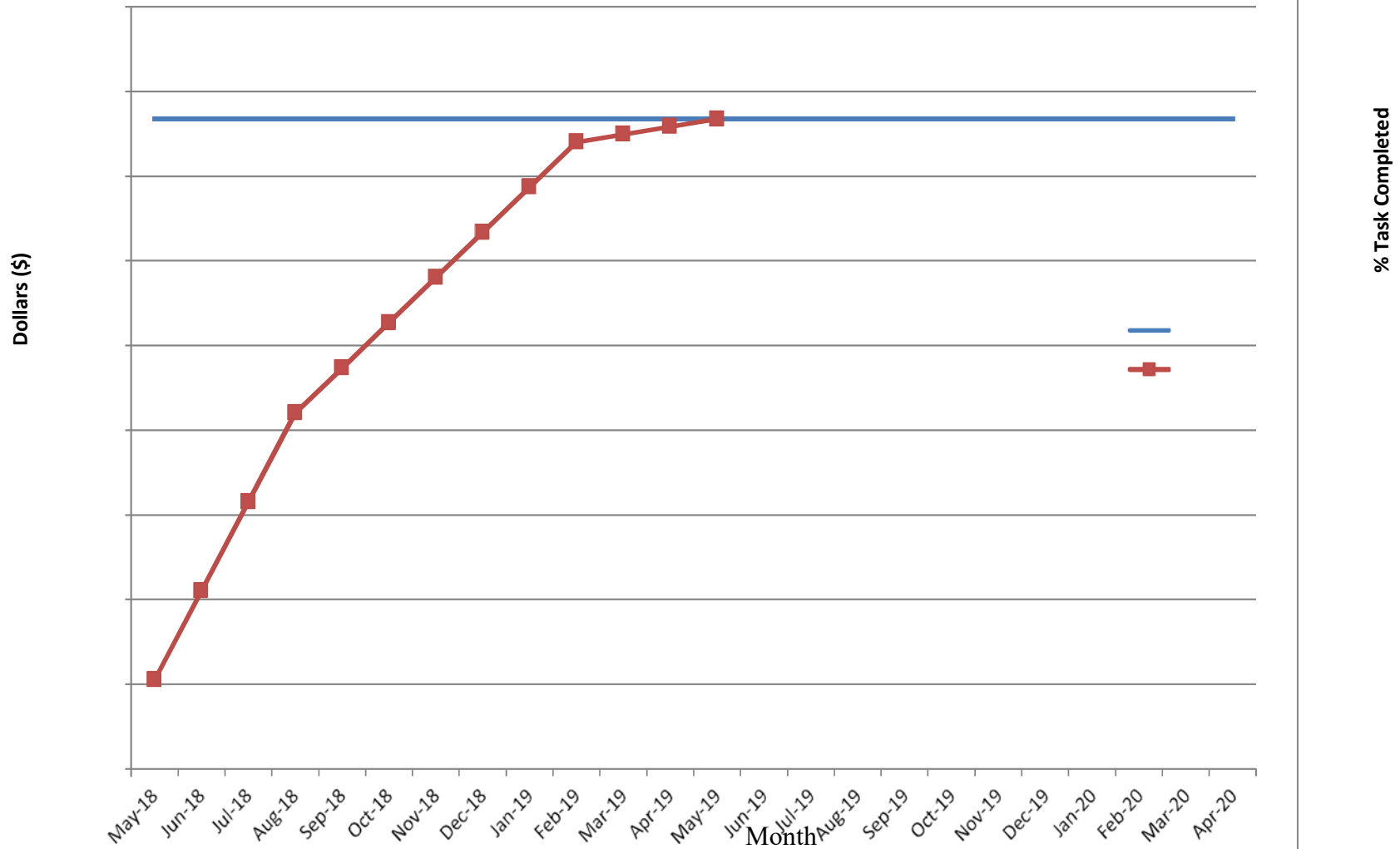
XXX Contract Monthly Progress Report & Invoice

Task	Schedule of Services and Deliverables	Schedule Start ^(A)	Actual Start	Schedule Finish ^(A)	Delivered
Task 1 - Review and Compilation of Data					
1.1	Project Kickoff				
1.2	Investigation				
1.3	BODR Validation				
Task 2 - Project Work Plan and Reporting					
2.1	Project Work Plan				
Task 3 - Design Services					
3.1.1	30% Design (Phase 1 Contract)				
3.1.1	30% Design (Phase 2 Contract)				
3.1.2	60% Design (Phase 1 Contract)				
3.1.2	60% Design (Phase 2 Contract)				
3.1.3	90% Design (Phase 1 Contract)				
3.1.3	90% Design (Phase 2 Contract)				
3.1.4	100% Design (Phase 1 Contract)				
3.1.4	100% Design (Phase 2 Contract)				
3.3	Value Engineering (Phase 1 Contract)				
3.3	Value Engineering (Phase 2 Contract)				
3.5	Bidding Services (Phase 1 Contract)				
3.5	Bidding Services (Phase 2 Contract)				
Task 4 - Design Services During Construction					
4.1	Phase 1 Contract				
4.2	Phase 2 Contract				
Task 5 - Design Services During Construction					
5.1	Phase 1 Contract				
5.2	Phase 2 Contract				

CHARTS

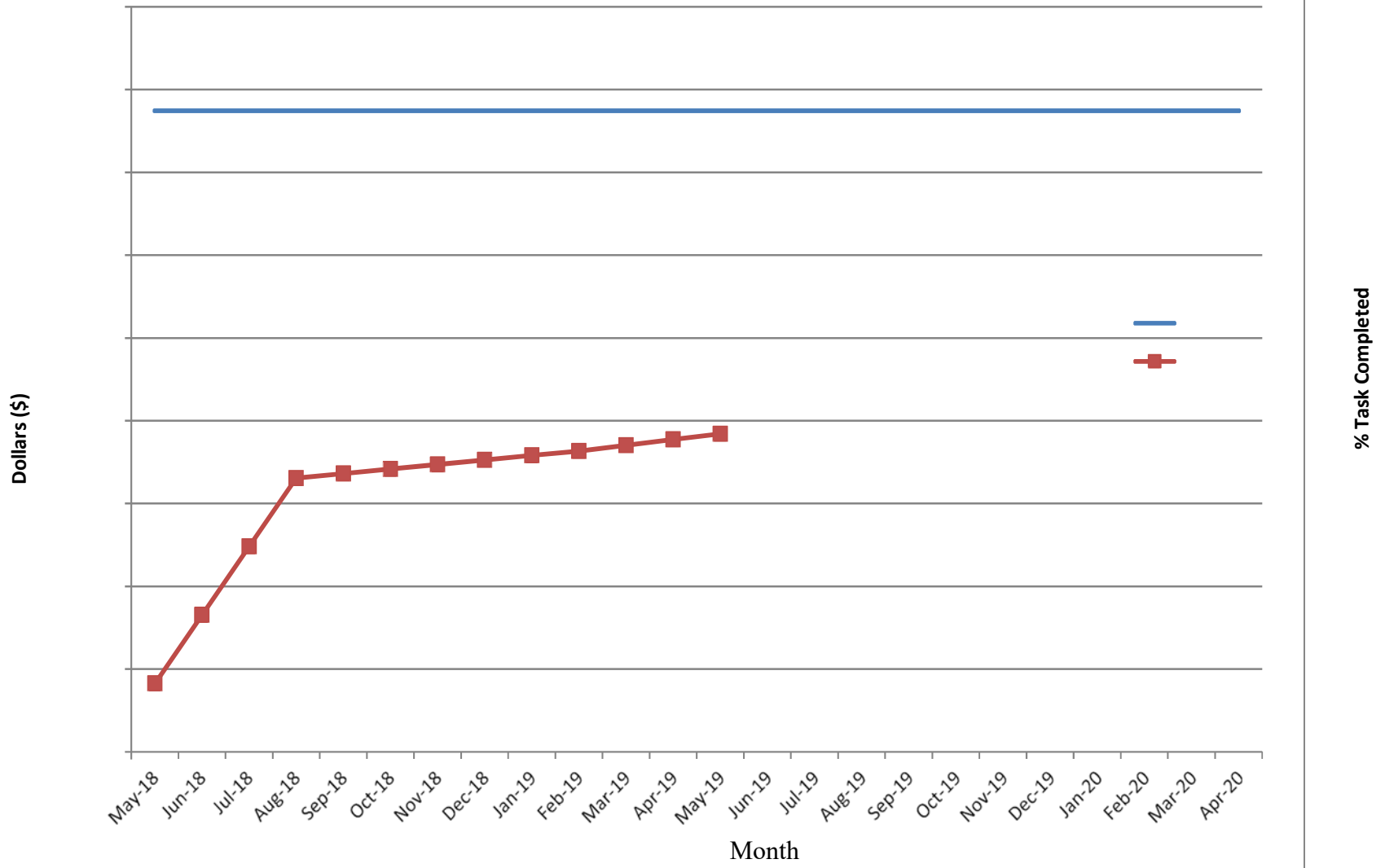
XXX CONTRACT

Task 1 - Review and Compilation of Data

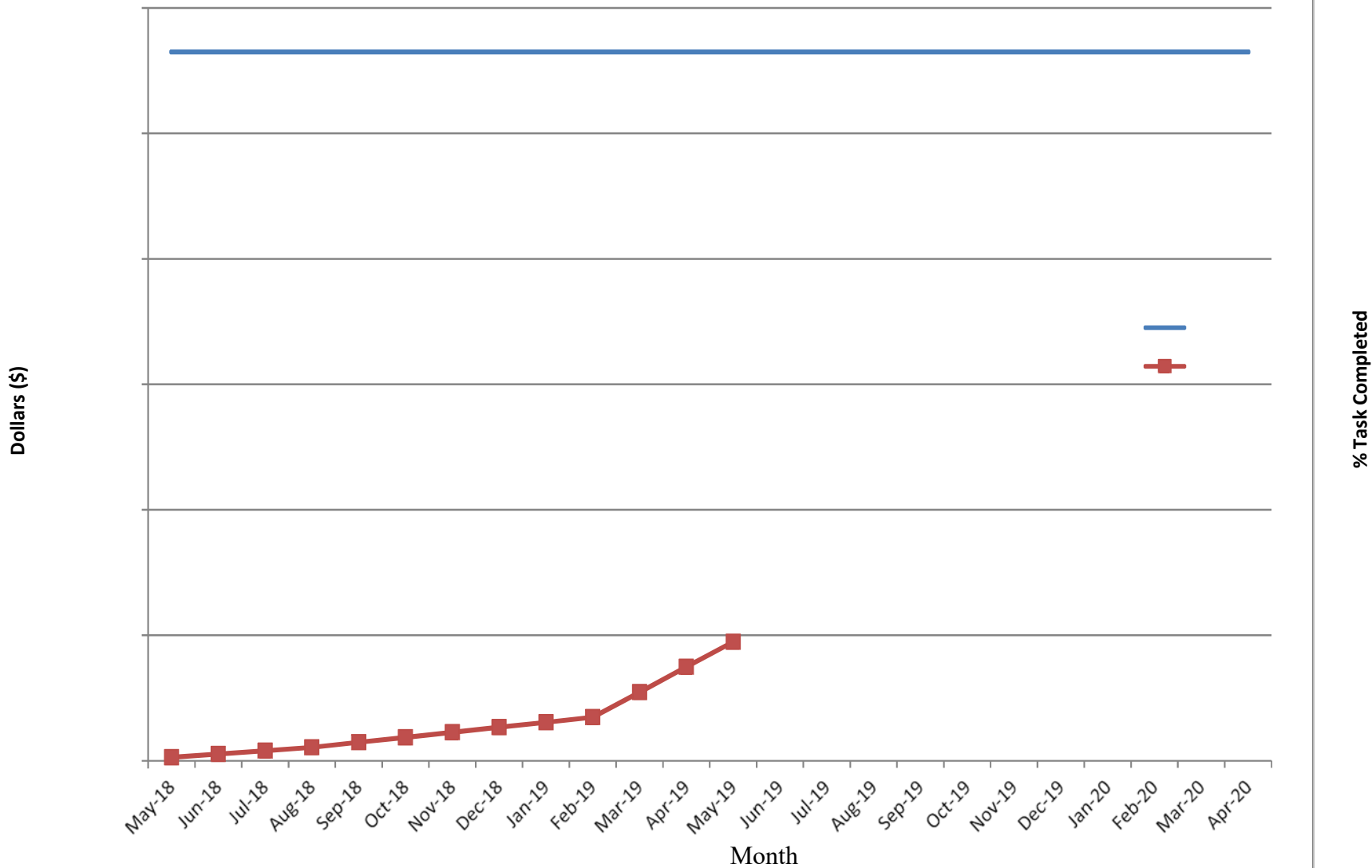


XXX CONTRACT

Task 2 - Project Work Plan and Reporting

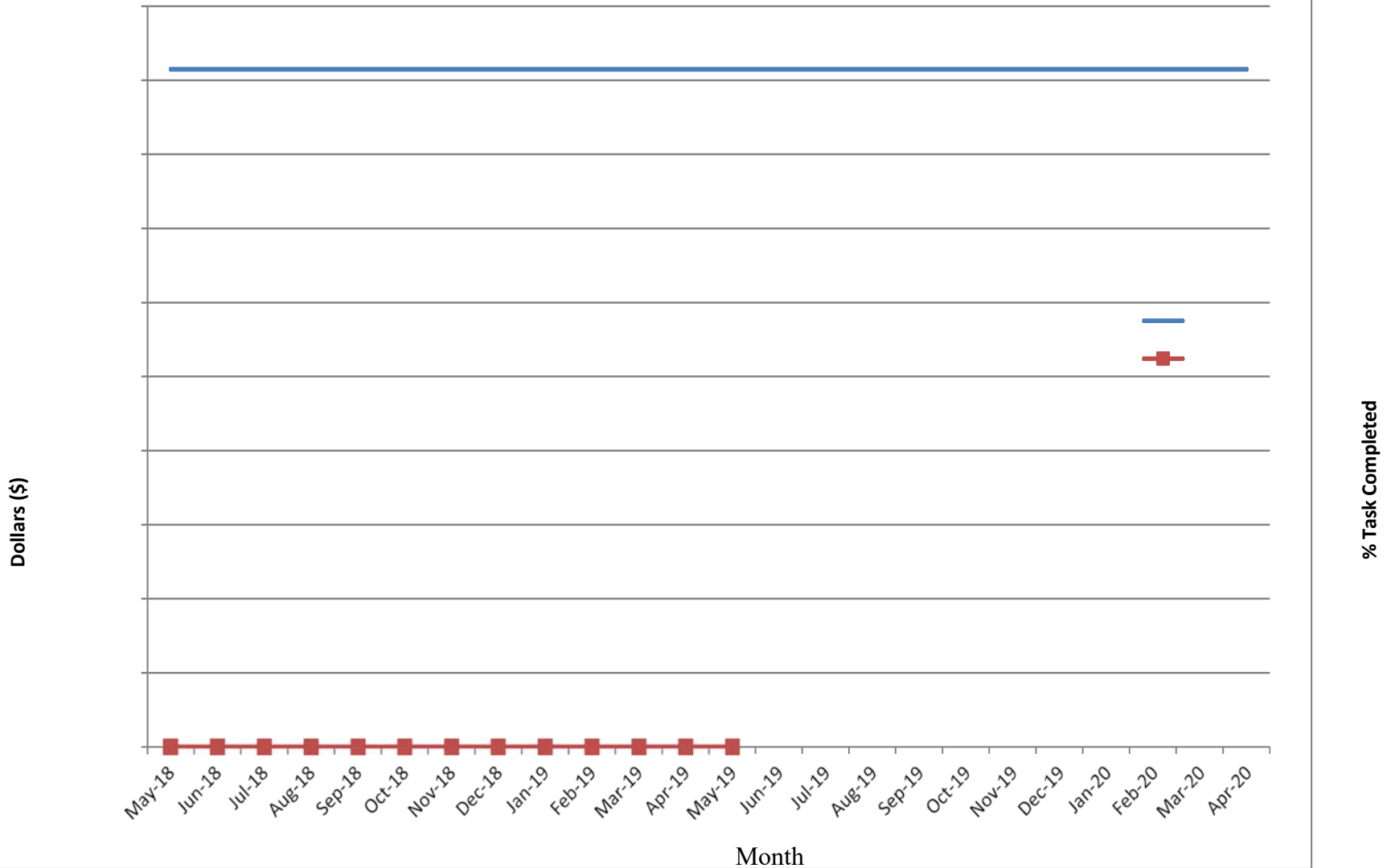


XXX CONTRACT
Task 3 - Design Services

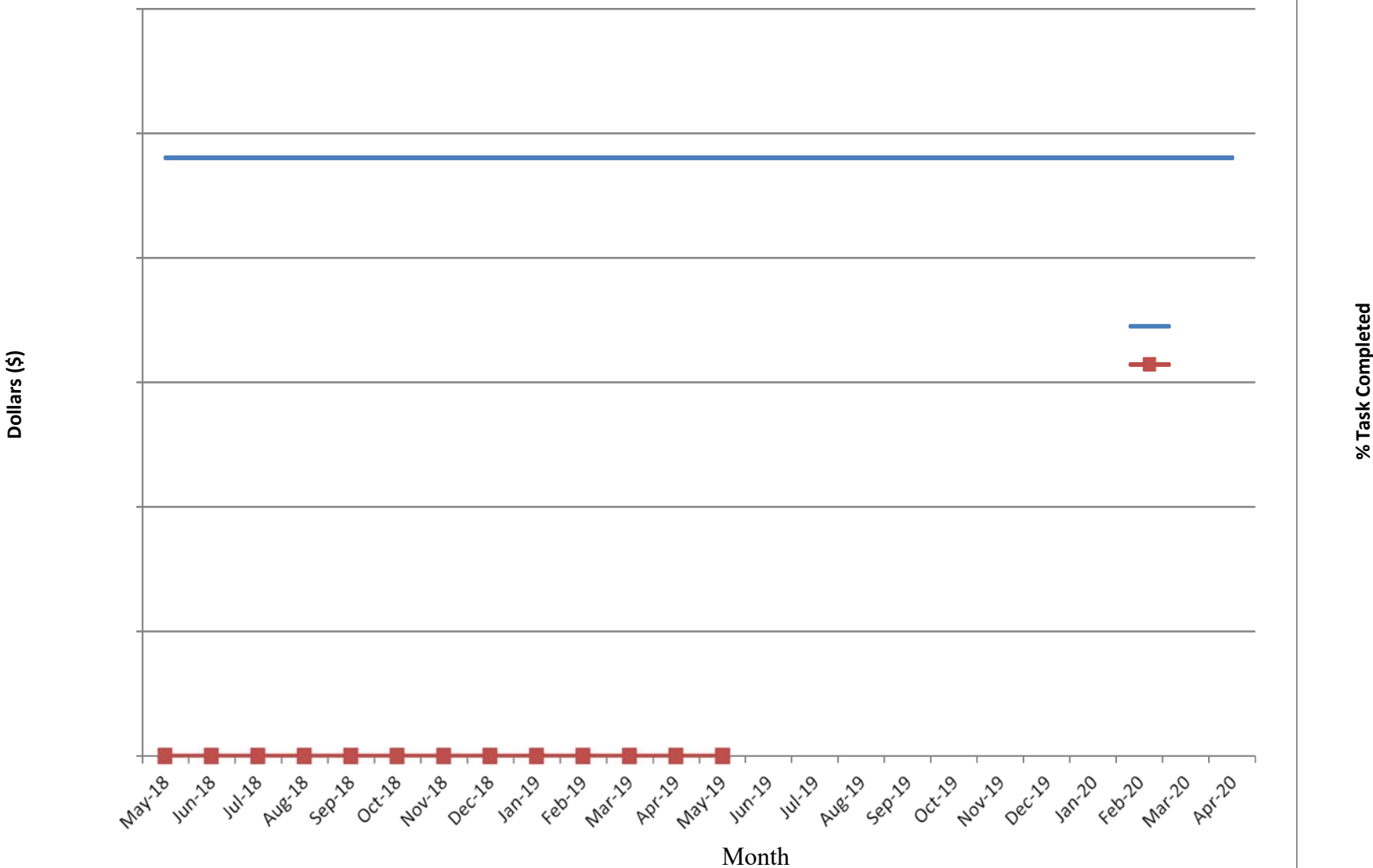


XXX CONTRACT

Task 4 - Design Services During Construction

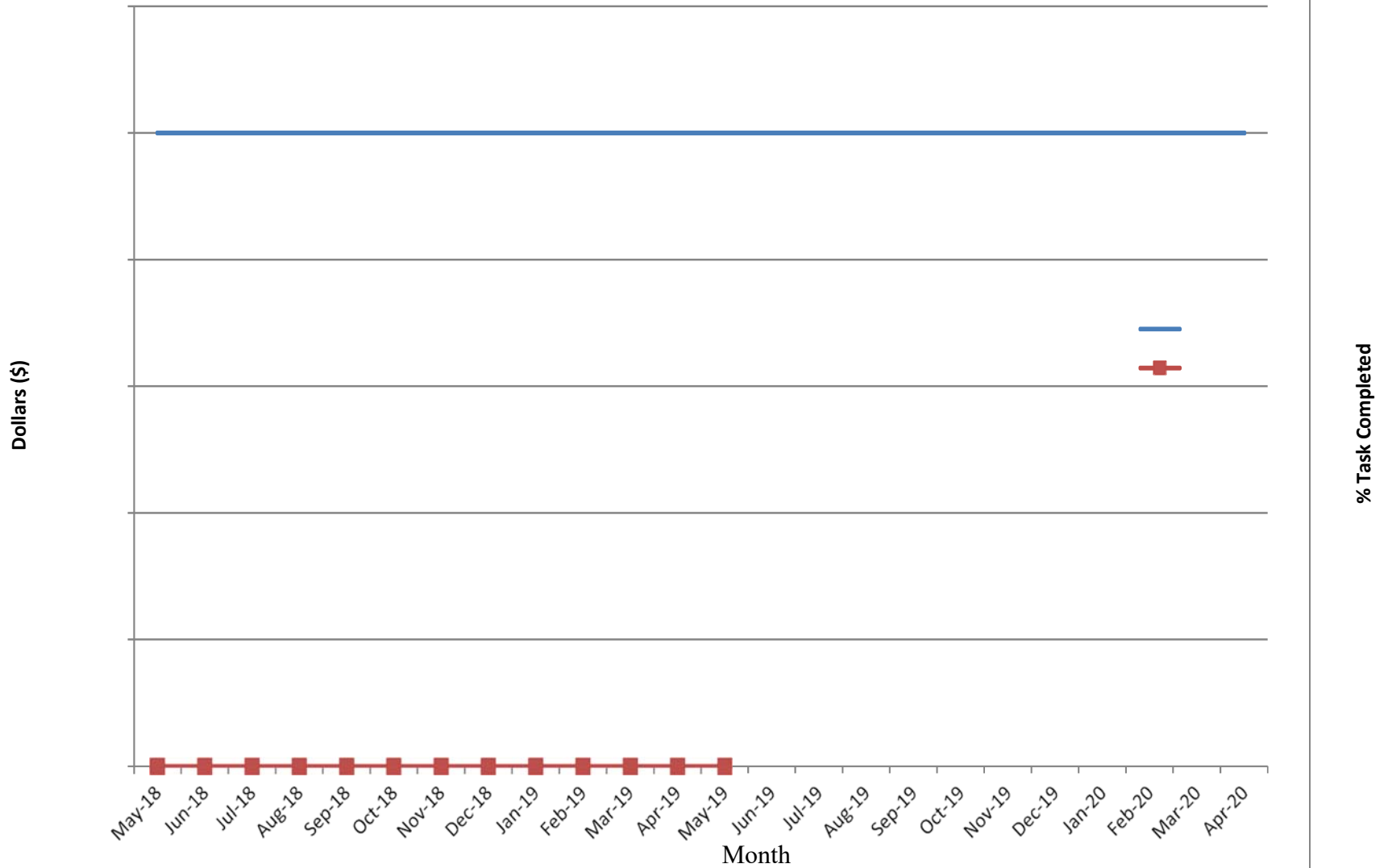


XXX CONTRACT
Task 5 - Resident Project Representative



XXX CONTRACT

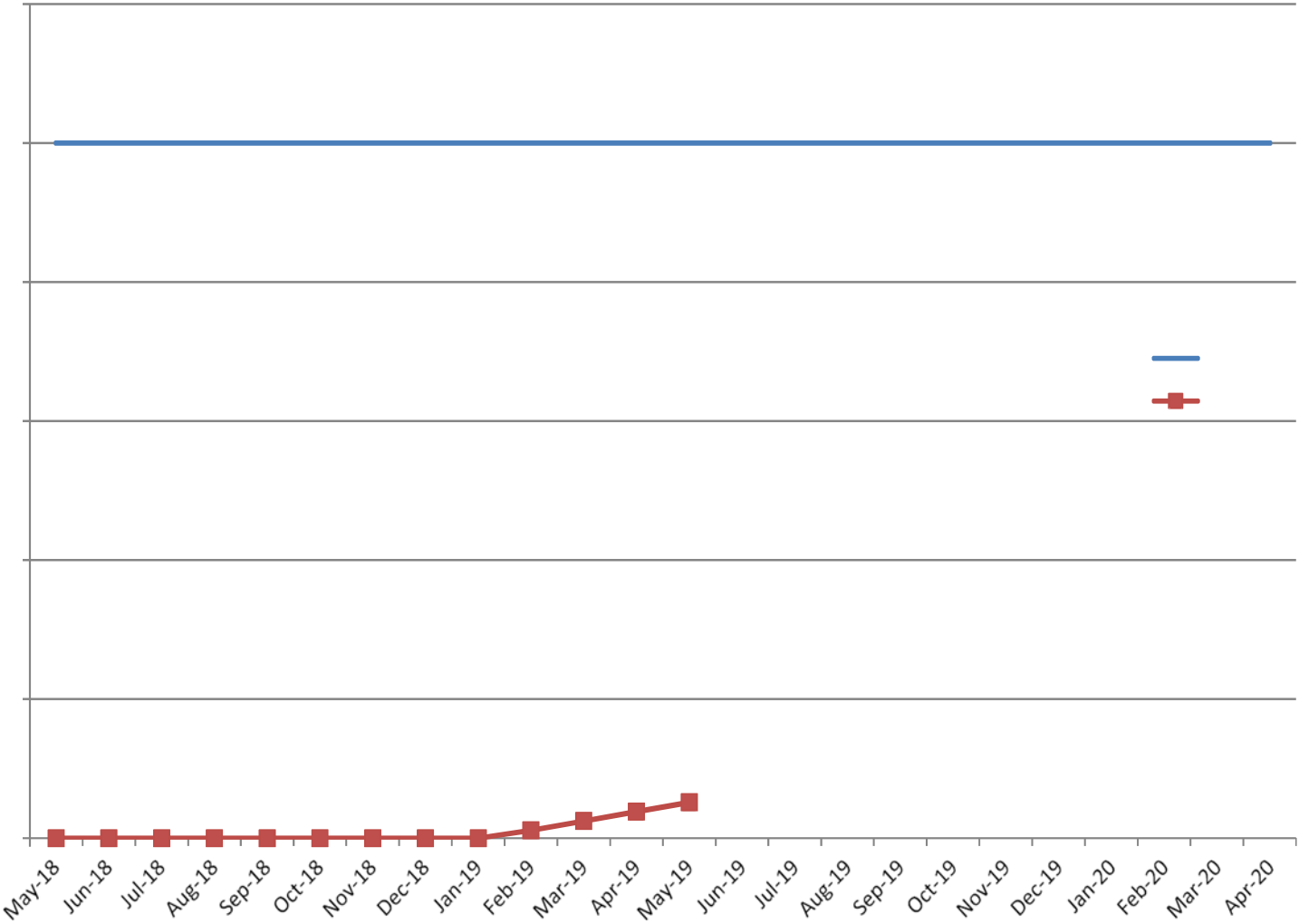
Task 6 - Other Direct Costs



XXX CONTRACT

Task 7 - Allowances

Dollars (\$)

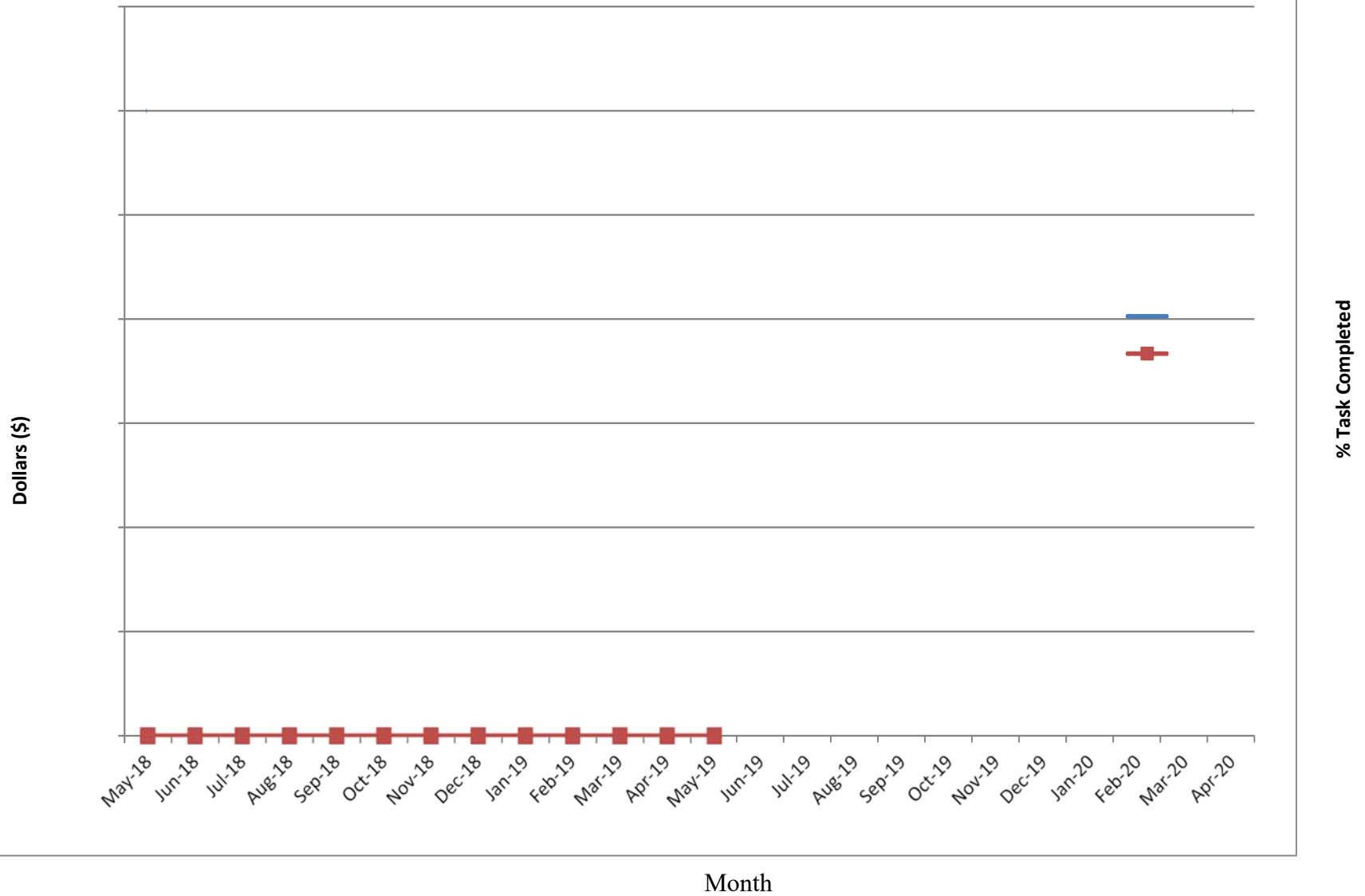


Month

% Task Completed

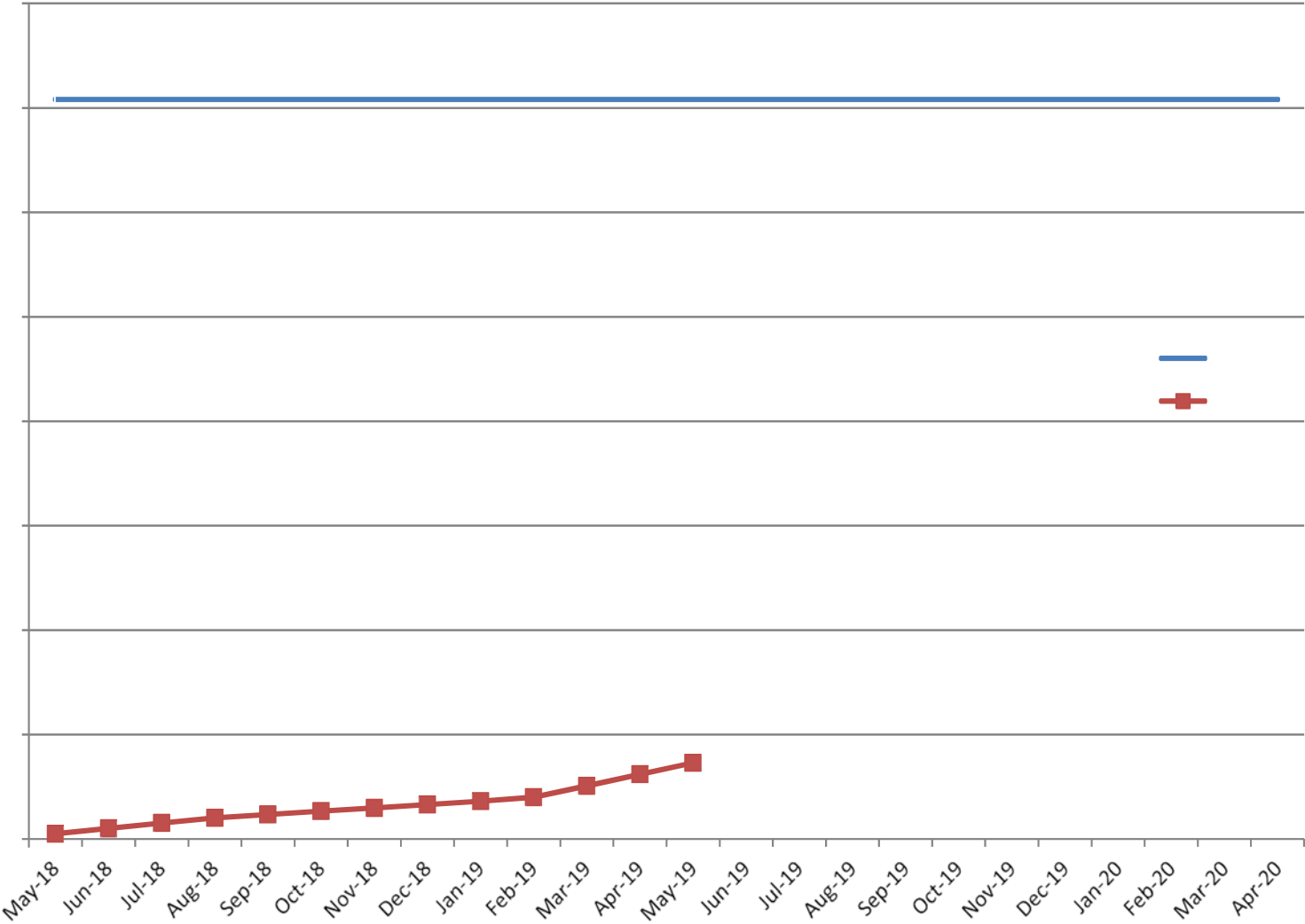
XXX CONTRACT

Task 8 - Administration of PVSC Funding Requirements



XXX CONTRACT
All Tasks

Dollars (\$)



% Task Completed

ATTACHMENT M – SAMPLE MONTHLY PROGRESS REPORT

LABOR (1)					
TASK	EMPLOYEE NAME	ROLE	HOURS	HOURLY RATE	TOTAL
Task 1 Project Work Plan					
	Jane Doe	Project Manager	3.00	\$ 200.00	\$ 600.00
	John Smith	Project Engineer	6.00	\$ 150.00	\$ 900.00
				Subtotal	\$ 1,500.00
Task 3 - Review of Documentation and Meetings					
	Jane Doe	Project Manager	1.00	\$ 200.00	\$ 200.00
	Bill Jones	Support	3.00	\$ 100.00	\$ 300.00
				Subtotal	\$ 500.00
				Labor Total	\$ 2,000.00
ALLOWABLE OTHER DIRECT COSTS (ODCs) (2)					
	Brief explanation of what the ODCs were utilized for				
Planning and Design ODCs					
Printing	Printing of 90% Design Documents for PVSC review				\$ 125.00
Tolls	Tolls on drive to PVSC to perform site inspection				\$ 25.00
			Planning and Design ODC Total		\$ 150.00
Design Services During Construction and Resident Project Representation (Engineering) ODCs					
None during this billing period					
OUTSIDE PROFESSIONALS (OPs) (3)					
Planning and Design OPs					
Surveyor					\$ 5,000.00
Geotechnical					\$ 13,000.00
Subconsultant A	See attached detail invoice from Subconsultant A				\$ 5,000.00
Subconsultant B	See attached detail invoice from Subconsultant B				\$ 3,000.00
			Planning and Design OP Total		\$ 26,000.00
Design Services During Construction and Resident Project Representation (Engineering) OPs					
None during this billing period					
				TOTAL INVOICE	\$ 28,150.00

NOTES

1. Provide a breakdown per the tasks that are outlined in the contract. For any invoicing of work performed under an Unforeseen Contingency Allowance, a breakdown for each Authorization must be provided.
2. Reimbursement of ODCs will be for only those outlined in the RFP. Other ODCs need to be included in Consultants billing rates. Detailed explanation and receipts for what the ODCs are utilized needs to be provided to be considered for reimbursement.
3. Unless specifically agreed upon in the subcontractor agreement, subconsultants/subcontractors will provide the level of detail as outlined in this sample invoice (i.e. unless specifically agreed upon in the subcontract agreement, no lump sum work is allowed). The examples shown above assume the subconsultant contracts with Subconsultant A&B are billing rates and the contracts with the Surveyor and the Geotechnical are lump sum.

ATTACHMENT N – SAMPLE NON-DISCLOSURE AGREEMENT

[illegible][illegible]



NON-DISCLOSURE AGREEMENT

BETWEEN

PASSAIC VALLEY SEWERAGE COMMISSION

AND

[CONSULTANT NAME]

PVSC Agreement No.:

Date: _____

THIS NON-DISCLOSURE AGREEMENT (the “Agreement”) is made on this _____ day of April 2026, by and between the **PASSAIC VALLEY SEWERAGE COMMISSION (“PVSC”)**, a body corporate and politic of the State of New Jersey, with principal offices located at 600 Wilson Avenue, Newark, New Jersey 07105 (“PVSC”), and **[RECIPIENT]**, a [state or country of formation] [business entity type] with principal offices located at [address] (“Recipient”) (collectively, the “Parties”).

RECITALS

A. PVSC possesses Confidential Information that is nonpublic, confidential, and proprietary, which PVSC is willing to disclose to Recipient on the terms and conditions set forth below; and

B. Recipient, for valuable consideration the sufficiency of which is hereby acknowledged, agrees to the following terms and conditions in accepting the Confidential Information, and to use the Confidential Information solely for the purpose of performance of PVSC Contract No.: ____ -- Professional Management Services for Parallel Interceptor Program (“the Permitted Purpose”).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

TERMS AND CONDITIONS

1. “Confidential Information” means any and all nonpublic information relating to the current and future operations and services of PVSC, including but not limited to, planning, specifications, concepts, technical information, techniques, drawings, sketches, models, know-how, data, databases, electronic information, emails, processes, designs, photographs, apparatus, equipment, specifications, software programs, source code, software documentation, manuals, and

ATTACHMENT N – SAMPLE NON-DISCLOSURE AGREEMENT

formulae. The Parties further agree that Confidential Information shall also include information received by Recipient prior to the execution of this Agreement and that would otherwise qualify as Confidential Information as provided herein. Confidential Information does not include information that:

- a. Is lawfully within the public domain other than through disclosure or default by the Recipient;
- b. Was lawfully obtained from a third party who was legally in possession of the information, and who is authorized in writing by PVSC to disclose it;
- c. Was independently developed by Recipient without the use of the Confidential Information, or any derivative works, and without the use of knowledge learned from accessing the Confidential Information;
- d. Is subject to the requirements of the New Jersey Open Public Records Act (“OPRA”), N.J.S.A. 47:1A-1, et seq., or otherwise required to be disclosed by order of a court, administrative agency or other governmental body with competent jurisdiction provided that Recipient notifies PVSC within three (3) business days of receipt of such an order so that PVSC may, in its sole discretion, seek a protective order from a court of competent jurisdiction preventing or restricting disclosure. Recipient will not oppose any action instituted by PVSC but will instead cooperate with PVSC to obtain an appropriate protective order; or
- e. Was ordered to be publicly released by court order or by the lawful order of a governmental agency.

ATTACHMENT N – SAMPLE NON-DISCLOSURE AGREEMENT

2. Recipient undertakes from the date of this Agreement through the closeout of the Permitted Purpose:

- a. To protect the secrecy of all Confidential Information that it may acquire in any manner by, at a minimum, implementing reasonable, industry-standard controls to maintain its confidentiality and to prevent unauthorized disclosures;
- b. To prevent the Confidential Information from falling into the public domain or into the possession of unauthorized individuals or entities.
- c. To use the Confidential Information exclusively for the Permitted Purpose, unless Recipient first obtains the written consent of PVSC;
- d. Not to disclose such Confidential Information whether verbally or in writing, except to authorized representatives of Recipient who need to have access to the Confidential Information in order to effectuate the Permitted Purpose;
- e. To inform any third party to whom Recipient discloses Confidential Information that it is confidential, and obtain their written agreement to keep it confidential on the same terms as this Agreement;
- f. To return Confidential Information immediately upon PVSC's request or when no longer required for the purposes of this Agreement, or to destroy all copies of the Confidential Information maintained in hard copy, electronic media, or in any other form whatsoever, as requested by PVSC; and

- g. To notify PVSC immediately upon learning of any unauthorized disclosure by someone or some entity to which the Recipient has disclosed the Confidential Information, and to cooperate with PVSC in enforcing PVSC's legal right to protect the Confidential Information.

3. **Indemnification.** Recipient agrees to indemnify, defend, and save harmless the PVSC, its officers, agents and employees from any and all third-party claims, costs (including without limitation reasonable attorneys' fees), and losses arising in any way as a result of a violation of this Agreement or acts or omissions of Recipient or any of Recipient's affiliates, agents, subcontractors, employees, or representatives. Such defense and payment will be conditioned upon the following:

- a. PVSC will notify Recipient of any such claim in writing and tender the defense thereof within a reasonable time; and
- b. Recipient will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future PVSC operations or liability, or when involvement of PVSC is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on PVSC, the State of New Jersey, or any political subdivision thereof, affect principles of New Jersey government or public law, or impact the authority of PVSC, PVSC will have the right to approve or disapprove any settlement or compromise, which approval will not

unreasonably be withheld or delayed; and (iii) PVSC will reasonably cooperate in the defense and in any related settlement negotiations.

4. **Severability.** The Parties hereto agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

5. **Assignment.** This Agreement shall not be assignable by the Recipient in whole or in part without the written consent of PVSC. In the event PVSC approves an assignment in writing, Recipient remains jointly and severally liable for the obligations set forth in this Agreement.

6. **Waiver of Rights.** Any action or inaction by PVSC or the failure of PVSC on any occasion, to enforce any right or provision of this Feedback Agreement shall not be construed to be a waiver by PVSC of its rights hereunder and shall not prevent PVSC from enforcing such provision or right on any future occasion. The rights and remedies of PVSC hereunder are cumulative and are in addition to any other rights or remedies that PVSC may have in law or equity.

7. **Survival.** This Agreement shall govern all communications between the Parties. Recipient understands that its obligations under Paragraph 2 shall survive the termination of any relationship between Recipient and PVSC. Upon termination of any relationship between the Parties, Recipient will promptly deliver to PVSC all documents and other materials furnished to Recipient by PVSC and will certify in writing that any remaining Confidential Information of PVSC or derivative works thereof have been destroyed and removed from the possession of Recipient. Notwithstanding the foregoing, the Recipient shall be entitled to retain in its legal

ATTACHMENT N – SAMPLE NON-DISCLOSURE AGREEMENT

department a confidential file containing one (1) archival copy of all such information strictly for purposes of monitoring of its ongoing obligations under this Agreement and its compliance therewith.

8. **No License.** No license, either express or implied, is granted hereby to Recipient, with respect to the Confidential Information other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Recipient agrees that Confidential Information is and will remain the sole property of PVSC.

9. **No Intellectual Property Rights in Confidential Information.** Recipient will not apply for or obtain any intellectual property protection in any of the Confidential Information or related derivative works. All intellectual property rights relating to any materials of any kind developed by Recipient using the Confidential Information, and all rights in any derivative works, belong exclusively to PVSC.

10. **No Liability or Warranties.** IN NO EVENT SHALL PVSC BE LIABLE FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT. PVSC EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PERMISSION TO USE THE MATERIAL IS GRANTED "AS IS." Recipient assumes all responsibility for investigating and avoiding any possible infringement of copyright laws or reproduction rights, and any and all other third-party intellectual property rights, that may arise from the reproduction or publishing of the Confidential Information and/or derivative works.

11. **Entire Agreement; Duplicate Originals.** This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior

ATTACHMENT N – SAMPLE NON-DISCLOSURE AGREEMENT

or contemporaneous oral or written agreements concerning such Confidential Information. This agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

12. **Modification by Subsequent Agreement.** This Agreement may be modified by subsequent agreement of the Parties only by an instrument in writing signed by both of them.

13. **Applicable Law.** This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of New Jersey, and venue for any action to enforce the terms of this Agreement will be in the Superior Court of New Jersey, Essex Vicinage.

14. **Declaratory Relief.** Recipient acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this Agreement. Accordingly, in addition to any other rights and remedies it may have, PVSC shall be entitled to obtain declaratory relief from a court of competent jurisdiction preventing or restricting the disclosure or use of the Confidential Information, or any other breach of this Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY BLANK

ATTACHMENT N – SAMPLE NON-DISCLOSURE AGREEMENT

IN WITNESS WHEREOF, PVSC and Recipient have executed this Agreement through their respective duly authorized officers, as of the date first written above.

**PASSAIC VALLEY SEWERAGE
COMMISSION**

[RECIPIENT]

By: _____
Gregory A. Tramontozzi
Executive Director

By: _____
[Name]
[Title]

Date: _____

Date: _____

Attest:

Attest:

Thomas Fuscaldo
Clerk

[Name]
[Title]

Date: _____

Date: _____

ATTACHMENT P – SAMPLE DISCLOSURE OF INVESTMENTS IN IRAN FORM



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: _____

VENDOR NAME: _____

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/pdr/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

Date

Print Name and Title

DPP Rev. 12.13.2021

ATTACHMENT Q – SAMPLE CERTIFICATION OF NON-INVOLVEMENT IN
PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS



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

Pursuant to N.J.S.A. 52:32-80.1, et seq. ([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 identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☐ A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

¹ 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).

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