NEW JERSEY TRANSPORTATION BANK

PROJECT FINANCING HANDBOOK

LOAN PROCEDURES FOR COUNTIES, MUNICIPALITIES AND REGIONAL TRANSPORTATION AUTHORITIES

AUGUST 2019
POLICY AND PROCEDURE

NO. Trn001

SUBJECT: Project Financing Handbook

REVISION HISTORY: Approved: 08/27/2019 Published: 08/27/2018

PURPOSE: Written in plain language for qualified Local Government Units interested in obtaining low-cost financing for local transportation projects through the jointly administered NJ Transportation Bank Financing Program, this Handbook provides administrative guidance as to the Financing Program’s prerequisites and constraints, and establishes the procedures necessary for successful Transportation Bank financing.
The New Jersey Transportation Bank ("Transportation Bank") is a **partnership** between the New Jersey Infrastructure Bank (the "I-Bank" or "NJIB") and the New Jersey Department of Transportation (the “Department” or “NJDOT”) to make low interest rate loans for critical local transportation infrastructure projects (“Projects”) with a mission of reducing the cost of financing for New Jersey counties and municipalities.

This Handbook generally mirrors and augments the **New Jersey Department of Transportation, Transportation Trust Fund Authority Act State Aid Handbook**, and is intended to be used as a guidance document for County and Municipal Officials and Engineers considering Transportation Bank financing. It provides information on:

i. Program overview  
ii. Eligibility Requirements  
iii. How to apply  
iv. Use of Force-Account Labor  
v. Engineering requirements  
vi. Procurement process  
vii. Environmental screening  
viii. Pre-construction requirements  
ix. Construction and material testing  
x. Design engineering  
xii. Financing  
xii. Funding reimbursement  
xiii. Project closeout  

The Department and I-Bank rely upon various departments within their respective organizations to administer the Transportation Bank. A single point of contact has been established to serve as the liaison with all counties and municipalities seeking financing (the “Project Sponsor(s)” and provide the necessary information or connect a Project Sponsor with the appropriate program expert. **Please call 609-219-6584** to speak with the Transportation Bank Liaison.

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1 The name of the “New Jersey Environmental Infrastructure Trust” was changed to the “New Jersey Infrastructure Bank” pursuant to statute effective January 16, 2018. The I-Bank is **neither** a “bank” **nor** a “savings bank” within the meaning the New Jersey Banking Act of 1948, or a “national banking association” or a “federal savings bank” within the meaning of the National Bank Act, nor is it subject to the supervision of New Jersey Department of Banking and Insurance (DOBI) or the Office of the Comptroller of the Currency (US Treasury Department), the Board of Governors of the Federal Reserve System or the Federal Deposit Insurance Corporation. The I-Bank does **not** accept “deposits” within the meaning of the New Jersey Banking Act of 1948 or the National Bank Act, and its obligations are **not** insured by the Federal Deposit Insurance Corporation.
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NJ Transportation Bank Overview

The New Jersey Transportation Bank partnership provides low interest loans to municipalities and counties for local bridge and road projects. Potential participants must be an Eligible Borrower and must be sponsoring an Eligible Project as defined immediately below.

Project / Borrower Eligibility

**Eligible Projects** Transportation Bank loans are available for capital projects for public highways, approach roadways and other necessary landside improvements, ramps, signal systems, roadbeds, transit lanes or rights of way, pedestrian walkways and bridges connecting to passenger stations and servicing facilities, bridges, and grade crossings ("Transportation Project" or "Project"). Projects which have already been advertised for construction are not eligible to receive Transportation Bank funding.

**Eligible Costs** Transportation Bank financing is available for construction costs, engineering, legal counsel, financial advisor, permitting, project management and costs recognized in N.J.A.C. 16:20B-4, excluding any costs for which NJDOT or other grants have been received.²

**Eligible Borrowers** are local government units, defined as a county, municipality, municipal, county or regional transportation authority, or any other political subdivision (each separately, an “LGU”) of the State authorized to construct, operate, and maintain public highways or Transportation Projects or consortia thereof. Applicants must demonstrate the ability to repay the loan obligation by satisfying the credit worthiness standards set forth in the I-Bank’s Credit Policy for the Transportation Bank which requires (i) an investment grade credit rating or a suitable credit enhancement and (ii) a municipal or county general obligation pledge to secure the borrower’s repayment obligation. The I-Bank Credit Policy can be found at: https://cdn.njib.gov/njib/policies/njib_credit_policy_2018.pdf.

Project Priority System

Transportation Bank financing is allocated among Projects pursuant to the NJDOT’s Transportation Infrastructure Bank Priority System ("TIBPS" or "Priority System") which is produced and submitted to the Legislature in accordance with the I-Bank Enabling Act, N.J.S.A. 58:11B-20.2. The TIBPS identifies Project activities that are eligible to be financed in each fiscal year’s Financing Program and sets forth the ranking criteria by which the Projects are prioritized. Rating points are assigned to a Project based on its transportation benefit ("Base Ranking Criteria"). The TIBPS can be found within the SFY2020 January Report, located at: https://www.njib.gov/nj/Transportation+Bank+Program+Publications.² The TIBPS also recognizes that the responsible administration of public funds requires prioritization of available funds to those Projects that are ready to proceed to construction ("Readiness Determination").³ The TIBPS identifies rating points to be assigned to a Project pursuant to the Readiness Determination.

Transportation Infrastructure Project Priority List

Upon receipt of a Project Sponsor’s Step 1 Application Submission, the Department applies the Priority

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² Engineering, legal counsel, financial advisor, permitting, project management costs (Soft Costs) incurred greater than 24 months prior to the application are ineligible for financing.

³ Projects appear on the TIPPL upon completion of initial due diligence (cost certainty, Project eligibility, credit worthiness and application schedule). The Transportation Bank provides opportunities for revisions of costs throughout the application process.
System Base Ranking Criteria and the I-Bank staff applies the readiness methodology in assigning rating points to each Project. Projects are prioritized, or ranked, based on their assigned ratings points, with Projects receiving the highest rating points being ranked highest. A Project’s ranking will be calculated based on a comparison of each Project’s rating points relative to other Projects. As rankings are assigned beginning with the numerical value of “1”, a Project receiving more rating points relative to another Project is assigned a Project Ranking expressed through a lower numerical value on the Transportation Infrastructure Project Priority List (“TIPPL” or “Priority List”) (See Appendix T1). Projects appear on the TIPPL in ranked order, with the highest ranked Project appearing at the top of the Priority List. Project ranking shall become effective upon publication of the amended TIPPL with the legislature periodically throughout the fiscal year (typically quarterly). A Project’s inclusion in the publication of the TIPPL is a prerequisite to Transportation Bank loan eligibility.4

Application Process

The Application submission and review process is modeled largely on the NJDOT Local Aid Program. The four-step application process is set forth on the Transportation Bank’s online application submission system https://www.njib.gov/nj/How+to+Apply, summarized as follows:

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<td>Engineer’s Estimate (if applicable)</td>
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4 The TIPPL is a list of the total outstanding demand for the Program and, as such, a Project’s appearance on the list is not meant to imply that it will receive funding in a given Fiscal Year.
### Step 4. Construction - Award

<table>
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<th>Application Submissions (provided by Applicant/Borrower)</th>
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* Distributed upon an Allocation of Funding

### Step 1. Initial Submission

The Initial Submission provides basic information regarding the Project Sponsor and the Project. The I-Bank will review the Project Sponsor information for compliance with legal and credit eligibility requirements and the NJDOT will review the Project information to make a preliminary determination of Project eligibility, apply the ranking methodology, and evaluate the need for environmental assessment.

A copy of the application, inclusive of the Initial Step 1 Submission is set forth in Appendix T2.

**Environmental Review** Many State construction Projects exceeding $1 million are required to comply with State environmental regulations detailed in Executive Order 215 (September 11, 1989) (“EO 215”) and in the provisions of the New Jersey Register of Historic Places Act. The NJDOT determines the applicability of EO 215 to Projects by assessing whether EO 215 exempts such Projects from environmental review (“Exemption”). The NJDOT will review the Initial Submission (“Detailed Project Description”) for a preliminary EO 215 assessment and advise the Project Sponsor accordingly. Project Sponsors are reminded that the information disclosed in the Detailed Project Description of the Initial Submission is utilized in making a preliminary EO 215 assessment and as such, Project Sponsors should provide a thorough description of the Project. The NJDOT will complete the EO 215 Assessment upon receipt of plans (Step 3 of the loan application process) and notify the Project Sponsor as to whether an EO 215 Exemption is warranted. In the event an EO 215 Exemption is not applicable, the NJDOT will notify the Project Sponsor of the need to submit documentation demonstrating compliance with EO 215 requirements.  

**Application Conference Call/Meeting** Upon receipt of the Project Sponsor’s Initial Submission, Transportation Bank staff will schedule a conference call (or meeting) to discuss the financing program and the Project in greater detail. Specifically, the discussion will focus on the Project’s schedule for the award of construction and other information necessary to complete the initial due diligence.

**Construction Readiness Determination** Prior to the commencement of each fiscal year, the Transportation Bank, without regard to any particular Project: (i) identifies the total funds available for Project loans during the ensuing fiscal year; (ii) allocates such funds to be available for commitment for each quarter; and (iii) defines readiness as a given period time from the beginning of each quarter until the time in which Project

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5 The Guidelines for Preparation of an Environmental Impact Statement/Environmental Assessment are set forth in Appendices T6 and T7.
construction must be awarded for all or a subset of Project types (e.g., currently 12 months). The January Reports sets forth the specific parameters of the construction readiness determination.⁶ Before the start of each quarter, the Transportation Bank reviews unfunded Projects for which initial due diligence has been completed. Such Projects receive readiness ranking points as set forth in the January Report. Available funds for the upcoming quarter are allocated among Projects to which readiness ranking points have been applied in ranked order (Projects in the Fundable Range).

**Funding Allocation Letter** Transportation Bank staff notify sponsors of Projects in the Fundable Range of the allocation of funds and the conditions of securing funding commitment for their Project, including but not limited to the sponsor’s obligation to make a Step 2 Application Submission and the parties’ agreement on an Application Schedule and Project cost. The Funding Allocation Letter will include a unique PIN # for the Project to be utilized in subsequent application submissions. A copy of the Funding Allocation Letter is set forth in Appendix F1.

Given the need to responsibly manage limited public funds, and the significant demand for such funds, borrowers are required to award construction on or before the Scheduled Award Date as set forth in the short-term loan agreement. Sponsor’s non-compliance with the identified Schedule Award Date in the Application Schedule will result in the forfeiture of funds and reallocation of such funds to other ready Projects. Although a Sponsor’s non-compliance does not prevent the Sponsor from reapplying for financing, it does reduce the Project’s ranking points impacting its eligibility for future financing.

**Step 2. Financial and Engineering Information**

In Step 2 of the Loan Application, the applicant (i) submits an electronic version of the engineering services contract to be utilized for Project design (and environmental planning, if necessary), and (ii) provides the Transportation Bank with the necessary financial information from which to assess compliance with financial requirements and prepare for short-term Transportation Bank Loan closing. Given the nature of the financial information required in Step 2 and the need for the applicant to retain bond counsel for the Transportation Bank loan closing, it is highly recommended that each Applicant’s bond counsel complete the financial section of Step 2. A copy of the application, inclusive of the Step 2 Submission is set forth in Appendix T3. The suggested scope of services of the Design Engineering Contract is set forth in Appendix T8.

**Program Action** Upon approval (certification from the I-Bank) of the engineering contract and costs deemed reasonable to construct the Project, and confirmation (from the I-Bank) that the applicant meets the program’s credit worthiness standards as well as other conditions precedent to short-term loan closing, the Transportation Bank will communicate receipt of the Step 2 submission in writing⁷ to the Project Sponsor within 7 days of receipt thereof:

i. Preliminary credit worthiness certification (**n.b. still a work in progress**);⁸
ii. Instructions as to loan closing and the submission of requisition and supporting documentation to

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⁶ For funding allocations in a given fiscal year please see the Financial Plan, which can be found here: [https://www.njib.gov/nj/Transportation+Bank+Program+Publications.27](https://www.njib.gov/nj/Transportation+Bank+Program+Publications.27)

⁷ The Step 2 Receipt Letter is set forth in Appendix T9.

⁸ Form of credit worthiness certification is set forth in Appendix F3.
secure the disbursement of funds; 9
iii. Instructions as to compliance with the NJDOT’s Small Business Enterprise Requirements; 10 and
iv. Instructions as to submission requirements for Step 3 of the Loan Application (sealed plans, contract specifications, and engineering certification). 11

**Project Financing** The Transportation Bank finances the construction phase of a Project through a short-term loan. Upon construction completion, the short-term loan will be refinanced through a long-term loan structured as part of a bond pool. This financing program structure:

i. Provides financing for engineering design, construction and other related costs;
ii. Makes capital available upon approval of the contract (initially engineering, and subsequently construction) and submission of disbursement requisitions with supporting documentation (Disbursement Requisitions);
iii. May impose a variable rate of interest or rate methodology to be charged only on disbursed funds. The methodology for setting interest rates is established prior to the start of each fiscal year in the annual Financial Plan (e.g. in SFY2019, the short-term loan interest rate was 0% and the Program charged a 2% administrative fee on the total loan amount); 12
iv. Long-term financing allows for a maximum loan term equal to the lesser of useful life or 31 years; and
v. Defers the repayment of principal, interest (as applicable) and fees until long-term loan closing.

**Short-Term Loan Closing** The Transportation Bank commits funding for the total estimated Project cost at short-term loan closing (to provide certainty of Project completion) subject to the borrower’s compliance with the terms of its loan agreement, including but not limited to its agreement to comply with the specific Schedule Award Date in the Application Schedule for the Project.

The following is a summary of the general prerequisites to short-term Transportation Bank Loan closing.

i. Satisfaction by the Applicant of the I-Bank’s Creditworthiness Standards (investment grade rating and general obligation pledge);
ii. Transportation Bank certification of the engineering contract for the Project.
iii. Adoption by the Applicant’s governing body of each of the following:
   a. Resolution authorizing Transportation Bank short-term Project financing. 13
   b. A “declaration of official intent” to reimburse costs of the proposed Project in satisfaction of the requirements of Treasury Regulation §1.150.2.
   c. Debt incurrence instrument (i.e., as applicable, a bond ordinance, a general bond resolution, a supplemental indenture and any appropriate supplement thereto) relating to the financing of the proposed Project;
iv. Issuance and sale by the Applicant of a bond anticipation note (the “Note”) to the I-Bank to evidence and secure the Transportation Bank Loan repayment obligation (See Appendix F5).
   a. Various covenant obligations with which the Applicant must comply throughout the term of

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9 Payment requisition instructions and the Requisition Package are set forth in Appendix F6.
10 The NJDOT’s SBE Program Requirements are set forth in Appendix T10 below.
11 A copy the application, inclusive of the Step 3 Submission is set forth in Appendix T4.
12 Long-Term Transportation Bank loans are also set forth in the annual Financial Plan. In FY20, the loans are anticipated to be at interest rates between 0 and 50% of the I-Bank’s cost of funds, for a Project’s useful life, not to exceed 31 years.
13 See Appendix F4.
the short-term loan.

b. Various representations and covenants relating to the qualification of the Applicant and the Project to receive a long-term loan (upon conversion of the short-term loan) consisting of [tax-exempt] bond proceeds.

t. Borrower’s counsel legal opinion with respect to, among other things, the proceedings of the Borrower authorizing the Note and the Project, the due authorization, execution and delivery of the Note to the I-Bank, the validity and enforceability of the Note, the irrevocable pledge of the Borrower’s full faith and credit and unlimited taxing power securing repayment of the Loan, and no litigation.

vi. Signed and sealed Engineer’s certification as to the Project’s useful life. Transportation Bank Loans are for a Project’s useful life not to exceed 31 years, notwithstanding any provisions of the Local Bond Law (N.J.S.A. 40A:2-1 et seq.) to the contrary (See N.J.S.A. 58:11B-6(d)).

vii. Division of Local Government Service Approval (secured by the I-Bank relative to N.J.S.A. 58:11B-9 approvals).

Upon short-term Transportation Bank Loan closing, funds will be made available and released to the borrower for certified contracts upon approval of Disbursement Requisitions and invoices furnished by the borrower supported by appropriate documentation of expenses incurred.

**Small Business Enterprise (SBE) Compliance** Transportation Bank Loan recipients are required to comply with the NJDOT’s SBE Program. The NJDOT applies standards applicable to State funded Local Aid Projects. Upon receipt of the Step 2 submission, the NJDOT’s Division of Civil Rights (DCR) will oversee SBE compliance. The DCR implements its current SBE compliance process for Transportation Bank Loans set forth in Appendix T10. Specific Obligations of Borrowers, their contractors and subcontractors are set forth in Appendix T11.

**Step 3. Construction Contract – Authorization to Advertise**

Transportation Bank approval is required prior to a borrower’s advertisement for construction. Step 3 of the Loan Application process provides the relevant information to the Transportation Bank to issue the Authorization to Advertise. A copy of the application, inclusive of the Step 3 Submission is set forth in Appendix T4.

**Submission Instructions** The Step 3 submission must be made no later than thirty (30) days prior to the advertisement for the receipt of bids. Step 3 submissions require borrowers to identify their Project # and PIN #, and upload the following documents to the Transportation Bank website:

i. Construction plans;

ii. Construction contract specifications (inclusive of the SBE goals);

iii. Engineer’s Design Certification; ¹⁴

iv. Signed Engineer’s Estimate; and

v. Right of Way (ROW) Certification (if applicable). ¹⁵

¹⁴ See Appendix T14 for the form of Engineer’s Design Certification.

¹⁵ See Appendix T15 for the form of Right of Way Certification.
Technical Guidance

Construction Plans should contain the following minimum requirements:

i. Key sheet showing Project limits and location;
ii. Typical sections, such as General, Lateral Clearances, Vertical Clearances and Pavement Cross Slopes;
iii. Construction plan sheets showing pavements widths, ROW lines and indicating all proposed work clearly;
iv. Curb ramps with type as per NJDOT Standard Details;
v. Existing and proposed drainage – if required;
vi. Maintenance and protection of traffic plan conforming to the MUTCD;
vii. Striping plan – if required; and
viii. Project Details.

Specifications to be Used The 2019 Standard Specifications for Road and Bridge Construction, of the NJDOT (Standard Specifications) \(^{16}\) govern the construction of the Project and the execution of the Contract.\(^{17}\)

NJDOT Special Provisions Specifications Attachment Transportation Bank funded Projects must comply with the NJDOT’s SBE program for 100% State funded Projects.

Each Project must conform to the Loan Agreement Terms and Conditions \(^{18}\) attached hereto as Appendix F2, the appropriate American Association of State Highway and Transportation Officials (AASHTO) design standards and the Current Design Standards utilized by the Department. Any scope modification to the Project must first be approved by the NJDOT’s Division Office. Due to the need to re-rank Projects as a result of a change in scope, scope changes must be made before funding allocation. Projects must conform to the design standards of the Americans with Disability Act and all current design standards for bicycle safety. All right-of-way acquisitions will be in accordance with N.J.A.C. Title 16:20A-4.45 and 16:20B-4.3 requirements.


The Department shall be advised in writing of all deviations from the above standards for all road and bridge Projects. If there is a deviation from these standards, the municipality shall have a New Jersey licensed professional engineer prepare a Design Exception Report based on the requirements of the Department's Design Exception Manual, and a certification providing an analysis and justification for any controlling substandard design elements. The municipality shall accept any and all responsibility for any injury or damage to any person or property when there is a deviation from the standards.

The Department’s Design Exception Manual, 2012 edition, incorporated herein by reference, as amended

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\(^{16}\) [https://www.state.nj.us/transportation/eng/specs/index.shtml#StandardSpecifications](https://www.state.nj.us/transportation/eng/specs/index.shtml#StandardSpecifications)

\(^{17}\) The 2007 Standard Specifications for Road and Bridge Construction may be used for projects whose Final Design Submission is before September 1, 2019.

\(^{18}\) The terms and conditions are premised on the NJDOT Local Aid Grant Agreement Terms and Conditions.
and supplemented, is available in electronic format on the Department’s website at: [http://www.state.nj.us/transportation/eng/documents/DEM/](http://www.state.nj.us/transportation/eng/documents/DEM/).

The supplementary specifications must conform to the current NJDOT Standard Specifications for Road and Bridge Construction as amended for State Aid. This document is available at: [https://www.state.nj.us/transportation/eng/specs/index.shtml#StandardSpecifications](https://www.state.nj.us/transportation/eng/specs/index.shtml#StandardSpecifications).

Permits required from other agencies (Railroads, Department of Environmental Protection Water Quality and Stream Encroachment, Department of Environmental Protection for compliance with EO 215, U.S. Army Corps of Engineers, Department of Transportation Regional Permits section, etc.) must be obtained prior to contract award.

When Projects intersect a State Highway, plans must be submitted to the Department at least eight (8) weeks prior to the advertisement for bid for review by the Department.

The Department is responsible for all reviews and programs involving changes and improvements to all public rail crossings in New Jersey that are designed in compliance with Federal Railroad Administration Guidelines.

The Department conducts a Diagnostic Team Review on:

1. All Changes to railroad at-grade crossings
2. All matters related to Quiet Zone crossing applications
3. Any Local Aid Project within 1000 feet of an at-grade crossing on the approach roadway
4. Any Project that is parallel to a railroad within 200 feet

Any Local Aid Project that has a railroad crossing within the Project limits or outside of the Project limits, as described above, or could impact traffic flow across a railroad crossing outside the Project limits, must be submitted a minimum of eight (8) weeks prior to advertisement for bids for review by the Transportation Bank.

Items which the Transportation Bank typically will not participate in are:

1. Relocation of privately-owned utilities,
2. Installation of new or upgrade of locally owned water or sanitary sewer lines (please refer to the I-Bank’s NJ Water Bank financing program),
3. Uniformed or Police Traffic Directors, and

Any questions concerning ineligible cost items should be directed to the Transportation Bank early in the design process.

**Force-Account**

Borrowers seeking to perform Project related work using their own workforces (employees) are not currently eligible to receive Transportation Bank financing due to the resources necessary to demonstrate and verify that the Force-Account method is more cost effective than contracting through competitive bidding and efficiently uses labor, equipment, materials, and supplies to assure the lowest overall cost.
Environmental Review

As stated above, upon receipt of a Step 1 submission, the NJDOT will conduct a preliminary EO 215 Assessment upon the receipt of Project plans and notify the Project Sponsor as to whether an EO 215 Exemption is warranted upon its review of the Step 3 submission. The NJDOT will issue a final EO 215 Exemption determination upon its review of Project planning. In the event, an EO 215 Exemption is not applicable, the NJDOT will notify the Project Sponsor of the need to submit documentation demonstrating compliance with EO 215 requirements. For additional information, see the Step 1 discussion above.

Authorization to Advertise

During the course of the Transportation Bank’s review of the Step 3 Submissions, the Department and I-Bank notify the Borrower of any submission deficiencies in writing. Upon NJDOT’s issuance of technical comments and the applicant’s verbal concurrence, the I-Bank issues an Authorization-to-Advertise for Construction. The form of Authorization to Advertise for Construction is set forth in Appendix T16.

Procurement Process

Upon receipt of an Authorization to Advertise for Construction from the I-Bank, the Borrower shall advertise and award the construction contract in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40:11-1 et seq.

Step 4. Construction Contract Award

Within 30 calendar days following the award of the contract to the lowest responsible bidder, the Borrower will forward the following to the Transportation Bank:

i. One copy of the summary of all construction bids showing in their entirety: bid quantities, unit prices and Extensions (Form SA-41); 19
ii. A fully executed and sealed Resolution awarding the contract to the lowest responsible bidder, subject to the approval of the Department (Form SA-22);
iii. A certification from the appropriate county official that all right-of-way is available for the Project, if such certification was not already provided prior to advertisement;
iv. Submission of the certification of compliance with NJDOT comments (TB-1); and
v. DCR requirements;
   a. Copy of the signed goal memorandum specifying percentage
   b. Copy of the page from the specifications showing the SBE goals
   c. Copies of advertisements for bids through public bidding
   d. CR 266, 72s, 73s and 74s

A copy the application, inclusive of the Step 4 Submission is set forth in Appendix T5.

19 The Resolution of Award must have original signatures and seals. Standard Aid forms, such as the Summary of Bids (SA-41) may be used and are available on the Division of Local Aid and Economic Development website at: www.state.nj.us/transportation/business/localaid/forms.shtm.
**Concurrence of Award**

When all information relative to the bidding has been approved by the Department, the Project Sponsor shall be advised of the Transportation Bank's concurrence with the award of the contract and will be provided an award concurrence date.

Concurrence of Award of the construction contract pursuant to N.J.A.C. 16:20A-6.2(f) (counties) and 16:20B-6.3(f) (municipalities) will be communicated by the NJDOT to the Project Sponsor upon receipt and approval of the Step 4 submission.  

**Pre-Construction Requirements**

After the award concurrence by the Department, a Pre-Construction meeting ("PreCon") shall be arranged. It is the responsibility of the Borrower to arrange the PreCon. The Infrastructure Bank will advise the Borrower as to matters relevant to Transportation Bank financing to be discussed (such as disbursement of funds). The PreCon should be attended by representatives of the engineer’s office, the contractor, police, utility companies and others involved in the Project, and may involve I-Bank personnel. Minutes of the meeting must be sent to the NJDOT.

If possible, prior to the meeting, the contractor will submit to the engineer for transmittal to the Department, the Material Questionnaire (SA-11). A copy of this form can be obtained through the Division of Local Aid and Economic Development website at [https://www.state.nj.us/transportation/business/localaid/forms.shtm](https://www.state.nj.us/transportation/business/localaid/forms.shtm). This form must contain an original signature of the contractor. Any material from a non-approved Department source will be considered non-participating unless that source is approved by the Department prior to the start of construction. All hot mix asphalt (HMA) and concrete mixes must list the approved serial numbers as determined by the NJDOT Bureau of Materials.

No work should commence until all required documents have been reviewed and the award of contract has been concurred by the Department.

**Construction Inspection and Material Testing**

During construction, the Project may be visited on a periodic basis by a representative from the Department, the I-Bank or a representative of the Transportation Bank in order to assure conformance with the plans and specifications and requirements of the financing program. Any construction or safety deficiencies must be corrected immediately to avoid the risk of the funds being rescinded. Upon completion of the paving, the HMA will be tested in accordance with the current “HMA Coring, Testing and Analysis” procedure. Test results will be submitted through the form DS-8S to the engineer for review, approval and signature prior to the submission to the Department. It is not the responsibility of the Department to perform the adjustment calculations. Federal form DS-8S is available on the Local Aid website at: [http://www.state.nj.us/transportation/business/localaid/forms.shtm](http://www.state.nj.us/transportation/business/localaid/forms.shtm).

Any private laboratory performing the testing of HMA must be accredited by the AASHTO Materials Reference Laboratory. A list of the approved laboratories or laboratories currently seeking accreditation may be obtained by contacting:

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20 See Appendix T13
21 See Appendix T17
Random testing of the HMA may also be performed by the Department.

HMA penalties which are not assessed against the contractor will be assessed against the allotment amount or could result in the entire item becoming non-participating.

All other material such as concrete, soil aggregates, castings, etc. will be tested or certified by the local engineer in accordance with the standard specifications.

**Participation in the Cost of Construction Inspection and Material Testing**

Transportation Bank financing may be utilized for eligible costs of construction inspection and material testing upon the approval. Eligible costs also include construction inspection charges, direct costs associated with the actual Project inspection or construction supervision, administrative and clerical costs. The Borrower shall submit disbursement requests on a Disbursement Requisition as to the actual cost incurred. Payment of such costs is not required.

In all cases the Project Sponsor should be eligible for full reimbursement for construction costs, construction inspection and material testing up to the loan amount.

**Miscellaneous**

Transportation Bank loans may be utilized for reasonable engineering and right-of-way acquisition expenses in addition to construction costs, provided that such expenses are related to the Project and supported by invoices.

In the case of a joint venture Project between two or more parties, a breakdown tabulation of bid quantities for each party and concurring resolutions of award from each party must be submitted to the Department along with the above. Also, a breakdown of quantities is required if a non-Transportation Bank funded portion is included when bidding.

Projects that appear to have unbalanced bids may be considered ineligible for funding. Please note that awards are based on the total lump sum bid as correctly determined by multiplying the unit price by the pay item quantity.

Any construction taking place prior to the concurrence of the award of contract by the Department is ineligible for Transportation Bank financing.

Any pay item not included in the Transportation Bank list of standard pay items is considered an ineligible expense unless preapproved by the Department. The engineer must provide specifications for all nonstandard pay items including full description, pay units and method of payments.

**Project Scope of Work Modification.** Project scope of work changes are limited as discussed in the technical
Requests to extend the limits of a Project, as outlined in Title 40, in order to utilize the available State Aid funds, thus eliminating the need to apply for additional sections of the same roadway, are considered on a case by case basis.

In order to extend the Project limits a formal request must be submitted by the Project Sponsor. This request must be forwarded to the Department for review prior to the additional work being accomplished. If approved, the Department will obtain a signed and sealed Modification to Project Scope/Limits document. The executed document will then be attached to and accepted as part of the Agreement. Please note that only additional or extended work on the approved Project is acceptable. New Projects cannot be added to an existing Project.

For any reason, in the event the Transportation Bank approves funds in an amount less than requested, the Borrower may either:

i. Reevaluate the Project limits or scope and submit a letter of justification to the Department for approval;
ii. Continue with the Project and assume the entire difference between the total cost of the Project and the allotment by the Transportation Bank of eligible costs; or
iii. Rescind its loan agreement.

In the event the Borrower rescinds the loan agreement, the allotted funds shall revert to the source of the funding. The Department shall not approve a reduction in the Project limits or scope of work in order for design engineering, construction inspection or material testing costs to be within the allotment amount.

Disbursement of Funds

Funds will only be disbursed subsequent to Transportation Bank short-term loan closing. Loan closing will occur initially upon the Transportation Bank’s commitment of funds relative to a certified engineering design contract (and environmental planning as applicable). The foundation of the requisition process is set forth in the Loan agreement wherein the parties agree to eligible Project activities (Loan Exhibit A-1), eligible costs (Loan Exhibit B), and the schedule for disbursement of funds (Loan Exhibit C).

The Borrower is presented with a Disbursement Requisition upon loan closing which consists of an initial Request for Disbursement of Funds (See Appendix F6). The borrower completes relevant portions of the Request Form summarizing costs incurred pursuant to a given contract and submits the Request Form with the supporting contractor invoices to the Transportation Bank. The I-Bank retains the right to disburse funds pursuant to the schedule for disbursement of funds. The I-Bank disburses funds upon receipt and approval of the Disbursement Requisition inclusive of supporting contractor invoices. Funds are typically disbursed within 21 days of receipt of a complete Disbursement Requisition package submission. The I-Bank reserves the right to disburse funds within any month based upon a schedule determined with a private lender if private funding is utilized. Additional information regarding the disbursement of funds is set forth in the Loan Note Agreement.

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22 The Borrower defines the schedule for the disbursement of funds.
23 Upon approval of the construction contract, the Transportation Bank modifies the Requisition to reflect the availability of construction funds and forwards it to the Borrower.
Invoicing Requirements

All invoice requests and supporting documentation shall be supplied by the Borrower to the I-Bank via electronic transmission at https://www.njib.gov/nj/Post+Award+Submissions. The following are required for disbursement:

i. One (1) original Request Form;
ii. One (1) vendor invoice log;
iii. One (1) copy of the Engineer’s Certification of Eligible Expenses;
iv. All Vendor Invoices and supporting documentation indicating amounts incurred to date;
v. One (1) copy of the Transportation Bank Change Order Form TB-2 (if applicable); and
vi. A summary list of ineligible items (if applicable)

The following is required for final disbursement, again, via electronic submission:

One copy of:

i. Final Disbursement Requisition Package
ii. A breakdown of the final quantities and amounts incurred
iii. Invoices with the Contractor/Consultant indicating the amount incurred for design engineering (if eligible and requesting), construction, construction inspection (if requesting), material testing (if requesting), and other eligible items of work
iv. A list of ineligible Transportation Bank cost items, if applicable
v. All material test results and material certifications
   a. Engineer’s certification for Project completion
   b. Notification that all corrective work has been completed
   c. Chief Financial Officer’s Certification for Project completion. The amount certified must be the same as the “Total Project Costs Certified” on the Request Form. The certification must indicate if the Project cost is part of the annual single audit or the Project cost will be made part of the next annual single audit. If neither is the case, then an Independent Auditor’s Certification is also required.
vi. For all change orders, the Final Change Order Form SA-1, unless previously submitted.

Change Orders A change order refers to the changes in the scope of work agreed to by the owner, contractor, and architect or engineer. A change order is work that is added to or deleted from the original scope of work of a contract, however, depending on the magnitude of the change, it may or may not alter the original contract amount and/or completion date. A change order may force a new Project to handle significant changes to the current Project. Borrowers are required to alert the Department of the occurrence of conditions giving rise to a contract change order for which Transportation Bank financing may be sought at the time the Borrower discovers such conditions. Disbursements cannot be made for any eligible item in excess of the original bid quantity unless a change order has been submitted to and approved by the Department. Eligibility determinations are made at the end of the respective contract at which time available funding will be disbursed. Please note that Change Order submissions are required to include a clear indication of the effect of the change order on contract time.

Extension of Application Schedule

In the event the construction contract has not been awarded by the sponsor and approved (certified) by the Transportation Bank on or before the Schedule Award Date as set forth in the Application Schedule, the
Project financing shall be forfeited and allocated to other ready Projects in the absence of extraordinary circumstances. The Executive Director of the I-Bank, at his/her discretion, may grant an extension of not greater than three-months in duration for only those extraordinary circumstances as defined below and no others.

Extraordinary circumstances are narrowly defined as follows, subject to the sponsor’s submission of supporting documentation acceptable to I-Bank staff:

i. **Bidding Problems.** The Project was advertised, and bids received on or before the deadline for receipt of bids set forth in the Application Schedule, but due to a bid protest or bids exceeding the estimate, award is delayed beyond the deadline. The Project must be awarded within the time extension;

ii. **Permits not Approved.** Administratively complete environmental permit applications were submitted and accepted by all permitting agencies on or before the deadline set forth in the Application Schedule and permits were not issued within a reasonable time period for advertisement and award of the construction contract and the construction deadline is delayed beyond the deadline. Municipalities must provide details of issues precluding the issuance of the permits;

iii. **Utility relocation.** The Borrower has demonstrated communication and coordination with all utility companies on or before the deadline set forth in the Application Schedule; however, utility companies are indicating that relocation work must be performed prior to the construction of the Project. The Borrower must provide details on the schedule of utility work that is precluding the advancement of the Project;

iv. **State of Emergency.** Declaration of a state of emergency by the Governor of New Jersey or the President of the United States that directly impacts the ability of the Borrower to award the contract on or before the deadline for contract award set forth in the Application Schedule. The Borrower must provide details on the Project's schedule and the details as to how the state of emergency precluded the advancement of the Project.

Note: failure to acquire ROW does not constitute an extraordinary circumstance, given the knowledge of the need for same when establishing the Application Schedule.

Award deadline extensions must be requested in writing by the Borrower a minimum of 30-days prior to the deadline set forth in the Application Schedule, including a resolution passed by the local government unit, documentation required by Transportation Bank, and justification for the extension of time that demonstrates ability to award the contract within the requested extension.

Meeting the extraordinary circumstances described above does not guarantee approval of a deadline extension, which shall not exceed three months. The I-Bank will consider factors such as likelihood of achieving the award within the next three months and past performance of the Borrower.

If the I-Bank does not grant an extension of time, disbursements will be limited to those invoices submitted to the I-Bank prior to the Schedule Award Date set forth in the Application Schedule. Nothing herein shall in any way modify or alter the provisions of the Note or the rights of the I-Bank pursuant thereto. The loan shall be payable upon loan maturity subject to the terms of the Note.
Project Closeout and Final Invoicing

When the Borrower deems work associated with the Project to be complete, the Borrower will notify the Transportation Bank in writing that the work is ready for inspection.

The Transportation Bank, may, in its discretion, inspect the work for compliance with the approved plans and specifications. The Transportation Bank will provide prior notification to the Borrower, in writing, of Project inspections. Final inspection comments will be communicated to the Borrower in writing. The dates of Project close-out submissions and verification of the completion of any corrective work will be submitted by the Borrower in writing in a form acceptable to the Transportation Bank.

In the event that a final disbursement invoice along with required Project closeout documentation is not received within three months after notification by the I-Bank, undisbursed amounts shall be uncommitted.
Technical Appendices

New Jersey Department of Transportation, Transportation Infrastructure Bank (TIBPS) Appendix T1
Project Priority System, State Year 2020

NJ Transportation Bank, Step 1: Initial Submission Appendix T2

NJ Transportation Bank, Step 2: Engineering Design / Finance Appendix T3

NJ Transportation Bank, Step 3: Plans and Specifications Appendix T4

NJ Transportation Bank, Step 4: Bid Package Appendix T5

NJ Transportation Bank, NJDOT Executive Order 215, Appendix T6
Environmental Review Guideline

Attachment to Executive Order No. 215 of 1989, Guidelines for the Preparation of an Appendix T7
Environmental Impact Statement/ Environmental Assessment

NJ Transportation Bank, List of Design/Construction Architectural and Engineering Appendix T8
Scope of Services

NJ Transportation Bank, Step 2 Submission Receipt / Step 3 Submission Appendix T9
Guidance

NJ Transportation Bank, Small Business Enterprise Utilization Appendix T10
Procedure

NJ Transportation Bank, Small Business Enterprise Utilization Appendix T11
Attachment, Funded Contracts

NJ Transportation Bank, Small Business Enterprise Borrower Appendix T12
Goal Set Sheet

NJ Department of Transportation, Award Concurrence Appendix T13

NJ Transportation Bank, Engineer’s Certification Appendix T14

NJ Transportation Bank, Right-of-Way Certification Appendix T15

NJ Transportation Bank, Authorization to Advertise for Construction Form Appendix T16

NJ Transportation Bank, Project Pre-Construction Letter Appendix T17
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TECHNICAL APPENDICES
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APPENDIX T1

NEW JERSEY DEPARTMENT OF TRANSPORTATION
TRANSPORTATION INFRASTRUCTURE BANK PROJECT PRIORITY SYSTEM
(TIBPS or PRIORITY SYSTEM)

STATE FISCAL YEAR 2020

INTRODUCTION

This TIBPS identifies the Project activities that are eligible to be financed in each year’s Financing Program. Eligible Project activities are as follows:

- Projects which are designed to keep existing bridges functioning and in a state of good repair, including work which rehabilitates or replaces existing bridges and/or bridge components (e.g., substructure and superstructure elements) to meet current design standards.
- Projects and programs that address improvements in/provisions for alternative modes of transportation (e.g., goods movement, bicycle/pedestrian, and intermodal connections).
- Projects which are designed to keep the existing highway system functioning and in a state of good repair, including work which upgrades segments of the system to meet current design standards (e.g., safety treatments that are part of a general roadway Project such as signs, guiderail, barrier curb, and traffic).
- Projects and programs with a primary focus on maintaining or increasing the movement of passengers and goods and may provide a safety and/or infrastructure preservation benefit with a goal of improving quality of life (e.g., highway operational improvements, bottleneck improvements, missing links, major widening, intelligent transportation systems and travel demand management).

This Priority System sets forth the prioritization methodology utilized to rank Projects. The Project prioritization methodology is the mechanism by which limited funds are distributed among eligible Projects. The Department ranks all Projects on the basis of the total number of rating points that each Project receives and places the Projects on the Priority List according to their ranking. The ranking system gives highest priority to Projects that address structurally deficient bridges followed by Projects that will improve pedestrian safety. Lower-ranked Projects can also qualify for financing since Projects are certified/approved based on (i) the Project’s rank, (ii) the amount of available funds, and compliance with the Program’s requirements and (iii) deadlines for design and application submittal.

The ranking criteria set forth as stated in the SFY2020 January Report will be applied to each Project and corresponding points for each applicable criterion tabulated (Rating Points) upon receipt of a Project loan application. A Project’s ranking will be calculated based on a comparison of each Project’s Rating Points relative to other Projects. A Project receiving more Rating Points relative to another Project is assigned a Project Ranking expressed through a lower numerical value on the Priority List. Projects appear on the Priority List in ranked order, with the highest ranked Project appearing at the top of the list. Project ranking shall become effective upon publication of the Priority List on or before May 15 each year, and amendments thereto throughout the ensuing State fiscal year. Funding is prioritized to Active Projects on the Priority List based on Project ranking.

24 All applications are deemed active in the absence of a determination of inactivity by the Program based on a stated business case demonstrating the applicant’s inability to award construction in the current fiscal year.
APPENDIX T2

NEW JERSEY TRANSPORTATION BANK

Step 1: Initial Submission
(For Information Purposes Only / Not for Submission)

Sponsor Identification and Project Information

Step 1 Hyperlink: https://www.njib.gov/nj/Step 1

NJ Transportation Bank Loan Application - Step 1
INITIAL SUBMISSION

**Step 1 - Initial Submission.** This Initial Submission provides basic information regarding the Project Sponsor (Page 1/2) and the Project (Page 2/2). The I-Bank will review the Project Sponsor information for compliance with legal and credit eligibility requirements and the NJDOT will review the Project information to make a preliminary determination of Project eligibility, apply the ranking methodology, place the Project on the Project Priority List, and assess the need for environmental assessment.

**PLEASE NOTE:** The SFY2020 Transportation Bank loan structure is unlikely to provide enough interest savings to be financially attractive for Projects (a) less than $1 million or (b) whose useful life is less than 7 years.

Upon your electronic submission of this form, Transportation Bank staff will contact you to participate in a mandatory Application Conference Call. During that meeting, Program staff will provide an overview of the financing program and eligibility requirements. You will also be required to provide an overview of your schedule for awarding construction and the projected dates for engineering design, permitting, advertisement, and other milestones. Due to the importance of this meeting to the Transportation Bank’s determination of your Project’s eligibility for financing, you are required to participate in the conference call within 10 days of receipt of your Step 1 Submission.

Each quarter, funds are allocated to Projects in ranked order. Transportation Bank thereupon notifies applicants of funding eligibility and works with sponsors of Projects within the fundable range to make their Step 2 Submission and proceed to loan closing.

If you have any questions, please call (609) 219-8600.

Transportation Bank funding eligibility is limited to Projects identified on the Transportation Bank Project Priority List which is submitted to the legislature quarterly. Initial Submissions received on or before the last day of the current State Fiscal Quarter will be included in the next quarter’s publication.
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APPENDIX T3

NEW JERSEY TRANSPORTATION BANK

Step 2: Engineering Design / Finance

Step 2 Hyperlink - https://www.njib.gov/nj/Step 2

**Introduction.** Submission of this form (Step 2 of the Transportation Bank Loan Application) is required to secure a short-term Transportation Bank Loan. This form will be accepted upon (i) a Project Sponsor’s submission of Step 1 (Initial Submission), and (ii) the Project Sponsor’s receipt of a Project # and PIN# for the transportation Project. It is necessary for the Applicant to retain bond counsel for purposes of Transportation Bank Loan Closing and it is highly recommended that the applicant’s bond counsel complete the financial section of this form.

**Application - Step 2 Submission.** This form (i) provides the Transportation Bank with an electronic version of the Engineering Contract to be utilized by the Project Sponsor for engineering services in order to develop the engineering design (and environmental planning, if necessary), (ii) provides the Transportation Bank with the necessary financial information necessary from which to assess compliance with financial requirements, and (iii) notifies the sponsor of the necessary financial conditions precedent to loan closing.

**Credit Worthiness.** Transportation Bank Loans are limited to counties or municipalities having an investment grade credit rating and providing a general obligation pledge and that otherwise satisfies the requirements of the I-Bank’s Credit Policy applicable to Transportation Bank Loans.

**Projects which have been advertised for construction are ineligible for Transportation Bank funding.**

**Program Action.** Upon approval of the engineering contract and certification of the contract and associated costs as reasonable to secure financing or construct the Project, and confirmation that the applicant meets the program’s credit worthiness standards, the Transportation Bank will commit funding in an amount equal to the certified cost subject to satisfaction of loan conditions precedent and participation in loan closing within 120 days. The Project Sponsor will receive written (i) notification of the Transportation Bank’s determination in writing, (ii) instructions as to loan closing, (iii) instructions as to the submission of Disbursement Requisitions and invoices for disbursement of funds, and (iv) instructions as to submission requirements for Step 3 of the Loan Application (sealed plans, contract specifications, and engineering certification).

If you have any questions, please call (609) 219-8600.
APPENDIX T4

NEW JERSEY TRANSPORTATION BANK

Step 3: Plans and Specifications

Introduction: Submission of documentation in Step 3 of the Transportation Bank Loan Application provides the relevant information to the Transportation Bank to issue Authorization to Advertise construction. Step 3 must be completed no later than thirty (30) days prior to the advertisement for the receipt of bids. It is recommended that the applicant complete Step 3 with the assistance of its engineer. Step 3 Submissions will be reviewed subsequent to a Project Sponsor’s submission of Step 2 (Engineering Design Contract and Financial Information).

Projects which have been advertised for construction are ineligible for Transportation Bank funding.

APPLICATION - Step 3 SUBMISSION

Step 3 submissions require borrowers to upload the following documents to the Transportation Bank website:

i. Construction plans;
ii. Construction contract specifications,* (NJIB Division 100 Spec)
iii. Engineer’s Design Certification; (Sample Design Cert)
iv. Signed Engineer’s Estimate; and
v. Right of Way Certification (if applicable). (Sample ROW Cert)

Program Action: The Transportation Bank will review the Step 3 submissions and advise the borrower of deficiencies in writing. Upon a Borrower’s compliance with all program requirements, including but not limited to plans, specifications, and compliance with Executive Order 215, Disadvantaged Business / Small Business Enterprise requirements, the I-Bank will issue a written Authorization to Advertise Construction.

*Note: Specific special provisions to the Division 100 Specifications have been developed for Transportation Bank Financing.

Form of Submissions: Step 3 Submissions are to be made electronically and one (1) hard copy mailed to the following address:

Brian Wirtz
Division of Local Aid and Economic Development
State of New Jersey Department of Transportation
1035 Parkway Avenue
Trenton, New Jersey 08625
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APPENDIX T5

NEW JERSEY TRANSPORTATION BANK

Step 4: Bid Package

Step 4 Hyperlink - [https://www.njib.gov/nj/Step 4 Bid Package and Resolution](https://www.njib.gov/nj/Step 4 Bid Package and Resolution)

**Introduction:** Submission of documentation in Step 4 of the Transportation Bank Loan Application provides the relevant information to the Transportation Bank to issue Authorization to Award construction. Step 4 must be completed no later than 5 business days after Bid Opening.

It is recommended that the applicant complete Step 4 with the assistance of its engineer. Step 4 Submissions will be reviewed subsequent to a Project Sponsor's submission of Step 3 (Sealed Plans and Contract specifications).

**Projects which have awarded construction are ineligible for Transportation Bank funding.**

**Application – Step 4 Submission:** Step 4 submissions require borrowers to upload the following documents to the Transportation Bank website:

i. Original signed and sealed Resolution of Award;
ii. Summary of Bids (SA-41 or equivalent);
iii. Certification of Compliance with NJDOT Comments (TB-1);
iv. Final set of Plans and Specifications;
v. DCR requirements;
   1. Copy of the signed goal memorandum specifying percentage
   2. Copy of the page from the specifications showing the SBE goals
   3. Copies of advertisements for bids through public bidding
   4. CR 266, 72's, 73's and 74's

**Form of Submissions:** Step 4 Submissions are to be made electronically and one (1) hard copy mailed to the following address:

Brian Wirtz  
Division of Local Aid and Economic Development  
State of New Jersey Department of Transportation  
1035 Parkway Avenue  
Trenton, New Jersey 08625

**File Naming Convention:** When making your Step 4 Submission, the following naming convention will ensure your submissions are properly referenced:

[Project Sponsor name]_[Project Number]_Document type

**For example:** Burlington_County_TB0000-000_BidPackage

If you have any questions, **please call** (609) 219-8600
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Many State construction Projects exceeding $1 million are required to comply with State environmental regulations detailed in Executive Order 215 (September 11, 1989) (“EO 215”) and in the provisions of the New Jersey Register of Historic Places Act. The NJDOT determines the applicability of EO 215 to candidate Projects by assessing whether EO 215 exempts such Projects from environmental review (“Exemption”). The following will aid in a basic understanding of EO 215 requirements with greater detail provided in Appendix T7.

- Projects exceeding $1.0M in construction cost could be subject to **EO 215**.
- Project plans and descriptions for Projects exceeding $1.0 million in construction costs must be submitted to Transportation Bank (a deadline should be provided) as the first task to allow NJDOT to screen Project for EO 215 applicability.
- For all Projects that identifies involvement with: Historic Sites Council, Green Acres Program, NJDEP Site Remediation and NJDEP Permits, regardless of construction costs, Project plans and descriptions must be submitted for screening a minimum of twelve (12) weeks prior to the advertisement for bids.
- An Alternatives Analysis, prepared by the Borrower, will be required for Historic Sites Council, Green Acres and NJDEP individual permits.
- NJDOT’s Division of Environmental Resources will conduct the above referenced screening and provide guidance to Borrower for completing the required tasks for the process (es) identified.
- The Borrower is responsible for preparing the EO 215 document. NJDOT will coordinate any approvals with NJDEP on behalf of the Borrower.
- NJDOT may elect to prepare the EO 215 document on behalf of the Borrower upon request.
- The EO 215 document can be developed concurrent with the Project design phase.
- If Project scope meets the requirements of the NJDOT/NJDEP Memorandum of Agreement dated September 3, 1992 the Project may be exempt from EO 215.
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APPENDIX T7

Attachment to Executive Order NO. 215 of 1989
Guidelines for the Preparation of an
Environmental Impact Statement/ Environmental Assessment

(Revised and Updated- April 23, 2002)

An environmental impact statement/environmental assessment shall provide all of the information needed to evaluate the effects of the proposed Project upon the environment. The scope of an environmental impact statement (EIS) or environmental assessment (EA) may be jointly agreed upon by the proposing or granting department, agency or authority and the Department of Environmental Protection. In the event mutual agreement is not reached, the form and content of an EIS or EA shall follow these guidelines. If any section is clearly inappropriate to the proposed undertaking, so state as “not applicable”.

An EA is a less comprehensive and less rigorous version of an EIS and does not require an analysis of Project alternatives. The level of Project description and graphics, (maps, site plans, etc.) should be similar to that which is required in an EIS. However, the description of the existing environment and the level of impact analysis in an EA should be comparatively brief as opposed to the comprehensive descriptions and analyses contained in an EIS. Further, all items referenced in a particular category may not be applicable to an EA (see below); when such items are not applicable and hence not addressed, the EA should so indicate. The items to be covered in the EA are designed with an (*) in the left-hand margin of the following guidelines.

The EIS/EA shall be prepared by the Project Sponsor or its consultant(s) using a systematic interdisciplinary approach that will insure the integrated use of the natural and social sciences and the environmental design arts. The EIS/EA should clearly identify the authors and their qualifications.

I. A DESCRIPTION OF THE PROPOSED PROJECT
   Included in this section will be a comprehensive (*brief) description of the Project as outlined in the following categories:

   * A. Identity of the Project Sponsor
   * B. Explain the purpose of the proposed Project, including a description of the constituency to be served by the Project, the services being provided, and the extent of benefits realized by the department, agency or authority and the community within the Project is to be located.
   * C. Describe the regional, municipal and/or neighborhood setting of the Project.
   * D. Describe the Project design and operational features including:
     * 1. A site plan of the Project.
     * 2. A description of the construction phase to that identifies:
        a. the development of schedule and construction phasing
        b. the work force required
        c. construction traffic;
     * d. site preparation, including clearing, excavating, filling and cutting, burning, and blasting; and
e. precautions taken (noise control, dust control, erosion and sedimentation control, or temporary sanitation).

3. A description of the operation phase including:
   a. the capacity of the facility;
   b. the work force required;
   c. discharges and emissions (both point sources and non-point source);
   d. use of resources.

4. The availability of infrastructure for public sewerage, water, roads, and utilities.

E. Whenever possible, a listing of licenses, permits and certifications necessary for approval of the Project and a description of the status of each. Include the status of any hazardous substances or waste site remediation activities triggered by the Industrial Site Recovery Act (ISRA), the Underground Storage of Hazardous Substances Act or other State or federal regulations.

II. A DESCRIPTION OF THE ENVIRONMENT PRIOR TO THE IMPLEMENTATION OF THE PROJECT
Include a comprehensive (*brief) description of existing environmental conditions in each of the following areas:

A. Natural resources of the site and surrounding area - describe geological character, soil characteristics, land form (i.e. wetlands, steep slopes, etc.), hydrological features, and biological resources of the area including State or federal threatened and endangered species and critical habitats.

B. Man-made resources - present site land use, adjacent land uses, access, the presence of any hazardous substances or waste, the presence of any underground storage tanks or structures, abandoned wells not properly sealed, transportation patterns, and zoning.

C. Human resources - cultural and social factors; park and recreational facilities; aesthetic features; historical, archeological and architectural aspects of the environment.

III. THE PROBABLE ENVIRONMENTAL IMPACTS OF THE PROJECT IF IMPLEMENTED
Identify and describe direct, indirect and cumulative impacts, beneficial and adverse, anticipated from the proposed Project on all natural, man-made, human and economic resources during all aspects of site preparation, construction, and Project operation.

Using the existing environment without the Project as a basis of analyzing anticipated impacts, provided the following information:

A. Land
   1. Discuss the consistency of the proposed action with the State Development and Redevelopment Plan and approved federal, State, regional and local land use plans. Identify instances where land use practices, even though accepted, would pose an environmental problem;
   2. Discuss how the area is currently zoned and the relationship of such zoning to the proposed action;
3. Discuss how the proposal will encourage or discourage residential, commercial or industrial growth to the extent that it will change the character and economy of the area; and
4. Discuss whether the proposed action will result in the loss of alteration of any ecologically sensitive lands such as flood plains, steep slopes, wetlands, preserved farmland and dedicated open space

B. Water
1. Identify and discuss any potential instances of non-compliance with approved State water quality standards arising from the proposed Project, with particular attention to low flood periods;
2. Discuss whether or not the proposed Project will result in increased pollution or turbidity levels within a surface waterbody and, if so, what the effects will be downstream and upstream;
3. Discuss the beneficial and adverse effects of the proposed action on aquatic biota and habitats;
4. Discuss the effects that the proposed action will have on ground water quality and quantity and the basis of the determination;
5. Discuss whether there will be any depletion of water as a result of the proposed action
6. Discuss whether there will be any increased incidence of flooding caused by structural obstructions or increased flow due to the proposed Project. Include the probable effects in terms of flood levels, channel erosion, velocity, and siltation of stream channels; and
7. Discuss any cumulative effects.

C. Air
1. For major transportation Projects, as appropriate and on a case by case basis, perform diffusion modeling of the effect of the proposed action on local and regional air quality. All aspects of the Project (including mobile sources) should be given consideration in terms of possible receptor sites of air pollutants directly or indirectly generated from the proposed Project. Include a discussion of the cumulative aspects. Discuss present and projected ambient air quality data so that direct comparisons may be made among present air quality, projected air quality and governing air quality standards. The evaluation of air quality shall be based on complete diffusion climatology, providing references. The applicant must also provide information on the status of the proposed Project with respect to the regional Transportation Improvement Plan (TIP) and the appropriate level of analysis for conformity with the State Implementation Plan (SIP) for the Attainment and Maintenance of National Ambient Air Quality Standards;
2. For buildings and stationary sources of air pollutants, discuss whether the Project will meet applicable emission standards and regulations contained in the State Air Pollution Control Code;
3. If appropriate, discuss precautions taken to prevent odor problems;
4. If applicable, discuss precautions taken to prevent the airborne transmission of pathogenic organisms; and
5. If applicable, discuss precautions taken to address the presence of naturally occurring radon gas.

D. Aquatic and Terrestrial Wildlife:
1. Discuss any loss (or gain) of habitat and it anticipated effect;
* 2. Discuss the gain/loss of food chain on aquatic and terrestrial wildlife;
* 3. Discuss the effects of noise, dust, lighting, turbidity, and siltation upon aquatic and terrestrial wildlife from the start of construction through Project operation; and
* 4. Discuss any impacts on State and federal threatened and endangered plants or animal species and critical habitat.

* E. Social and Economic
  1. Discuss the socio-economic effects on the community due to any other development Projects attributable to, but not part of, the proposed action. Will adequate public services be available to serve this development such as schools, and parks;
* 2. Discuss how the Project could affect historic, archaeological, or cultural resources on or eligible for the State Register of Historic Places; and Discuss the gain/loss of food chain on aquatic and terrestrial wildlife;
* 3. Discuss how environmental justice was considered during the environmental decision-making process. If an environmental justice analysis was done, provide information regarding status and/or findings of the analysis.

F. Solid Waste- discuss methods for solid waste handling both during construction and subsequent operation.

G. Aesthetics- discuss how the natural or present character of the area will be changed as a result of the proposed action.

* H. Sustainability (protecting the resources and systems that support us today so that they will be available to future generations)- discuss actions taken during the environmental decision-making process (siting, water efficiency, energy efficiency, material/resource use) to ensure that the Project is a sustainable development that will avoid or minimize negative impacts, strengthen positive ones, take advantage of environmental opportunities, and protect resources.

IV. METHODS OF PROMOTING APPROPRIATE ENVIRONMENTAL DESIGN AND METHODS OF MITIGATING ADVERSE ENVIRONMENTAL IMPACTS

* Discuss avoidance, remedial, protective, sustainable and mitigative measures to be taken as part of the proposed Project in response to adverse environmental impacts. Mitigating measures refer to those methods used to ensure the Project is brought into compliance with all governing regulations including, but not limited to, air, water quality, noise control, solid waste, radiation, and land-use regulations. The discussion of avoidance, remedial, protective, sustainable and mitigative measures may include, but not be limited to, the following considerations:

A. Site location.
B. Air quality through control apparatus and/or controlled combustion process;
C. Water quality through treatment of wastewater and/or eutrophication control;
* D. Erosion and sedimentation control measures;
* E. Storm water runoff control measures from paved areas;
* F. Closure of abandoned wells if any exist on site;
* G. Measures to conserve water;
* H. Dust control measures;
* I. Noise control measures;
* J. Energy conservation measures;
K. Traffic control measures;
L. Recycling potential;
* M. Establishment of buffer zones, selective clearing, and/or landscaping;
* N. Protective measures for aquatic and terrestrial plants and animals;
O. Architectural techniques to blend structures with the surrounding area;
P. Monitoring programs for emissions and discharges;
Q. Contingency plans and emergency procedures; and
R. Employee education and on-going inspection program.

V. AVOIDANCE OF ADVERSE ENVIRONMENTAL IMPACTS
* Describe in detail those impacts which cannot be reduced to acceptable levels, their implications, and the reasons why the action is being proposed notwithstanding their effect.

VI. ALTERNATIVES TO THE PROPOSED PROJECT
The analysis of alternatives should be sufficiently detailed and rigorous to permit independent and comparative evaluation of the benefits, costs, and environmental risks of the proposed Project and each reasonable alternative.
A. Include the alternative of taking no action. Also, evaluate alternative sites, designs, and operations;
B. Evaluate alternatives capable of substantially reducing or eliminating any adverse impacts, even at the expense of reducing Project objectives;
C. For each alternative discussed, include reasons why each was not as acceptable as the proposed action.
APPENDIX T8

NEW JERSEY TRANSPORTATION BANK

DESIGN / CONSTRUCTION ARCHITECTURAL AND ENGINEERING
SCOPE OF SERVICES

Transportation Bank financing is available for contracted engineering services for (i) environmental planning and engineering design, and (ii) Architectural and Engineering (A/E) Services in the oversight of Project construction. The following scope of services are recognized for contracted A/E Services:

Bid Phase

- Prepare Bid Package for advertising
- Advertise for Bids
- Prepare and administer pre-bid meeting and site walk-through
- Address any pre-bid phase request for information by bidders
- Issue contract clarifications and/or addenda
- Attend bid opening
- Tabulation & analysis of bid results
- Furnishing recommendations on the award of construction contracts
- Assistance in the preparation of formal contract documents for the award of contracts

Construction Phase

Construction Administration

- Provide general communication with owner and Contractor throughout the duration of construction regarding such issues as progress, submittal status, construction issues and their resolution.
- Provide communication and correspondence with the NJDOT.
- Maintain Project files as required for periodic inspection by the NJDOT.
- Conduct pre-construction meeting, establish agenda, issue notice to proceed.
- Review and approve Progress Schedule, Schedule of Submittals, Schedule of Values required to be submitted by the contractor.
- Review shop drawings and other submittals as required to evaluate that the proposed materials and equipment conform to the contract documents.
- Establish baselines and benchmarks for locating work.
- Review laboratory, shop and mill test reports of materials and equipment.
- Prepare monthly progress reports.
- Prepare record drawings at the completion of the Project.
- During the first year of operation, directing the operation of the treatment works, revising the O&M Manual to reflect actual operating problems and experience, advising the owner as to whether the treatment works is meeting the Project performance standards, certifying Project performance standards after one year of operation of the treatment works and undertake corrective actions, if the applicant fails to achieve compliance with the Project performance standards
Construction Inspection/Observation Services

- Provide full time construction inspection/observation services during periods when the contractor is on site to monitor the contractor’s progress and compliance with the contract drawings and specifications, including the contractor’s environmental protection and restoration measures.
- Conduct a weekly construction meeting with the Contractor and owner to discuss scheduled activities.
- Prepare daily inspection reports.
- Review monthly and disbursement requests including the final disbursement requests.
- Participate in the review and evaluation of potential change orders, including detailed review of cost proposals.
- Participate in the resolution of issues involving unforeseen field conditions.
- Witness testing and startup of equipment and systems.
- Coordinate vendor training.
- Prepare punch list of remaining work items.
- Evaluate substantial and final completion and issue certificates of substantial or final completion as appropriate.

Special Note: In general, all Engineering Agreements must include the Scope of Work, Hours/Hours per Task, and Personnel identified as qualified to perform the tasks (by title and rate of pay) for Services during Bidding, Construction, Inspection and Project Performance. The Hours should match the Number of Contracts in the Project and Contract Duration.
APPENDIX T9

NEW JERSEY TRANSPORTATION BANK

Step 2 SUBMISSION RECEIPT / Step 3 SUBMISSION GUIDANCE

[DATE]

Authorized Rep Address
Authorized Rep Address
Authorized Rep Address
Authorized Rep Address

RE: NJ Transportation Bank – Step 2 Submission Receipt / Step 3 Submission Guidance

Applicant: «Applicant_Name»
Project #: «Project_Number», «Project_Title»

Dear XXXXXXXXXX:

This will confirm the New Jersey Infrastructure Bank’s (I-Bank) receipt of Step 2 of the Transportation Bank Loan Application.

Short-Term Transportation Bank Loan Closing / Fund Disbursement:

Please continue to work with your bond counsel to prepare for short-term Transportation Bank Loan closing. I-Bank bond counsel will be forwarding the form of Authorizing Resolution and Note. In formulating your ordinance, please keep in mind that Transportation Bank Loans are for the project’s useful life not to exceed 31 years, notwithstanding any provisions of the Local Bond Law (N.J.S.A. 40A:2-1 et seq.), to the contrary (See N.J.S.A. 58:11B-6(d)). The project must conform to the Loan Agreement Terms and Conditions25 attached hereto as Appendix C.

Eligible Design / Construction Engineering and Architectural Services. Transportation Bank financing is available for contracted engineering services for (i) environmental planning and engineering design, and (ii) Architectural and Engineering (A/E) Services during construction (Construction Management). The scope of services eligible for contracted A/E Services are set forth in Appendix A.

Small Business Enterprise (SBE) Compliance. Transportation Bank Loan recipients are required to comply with the NJDOT’s SBE provisions as applicable. Additional information regarding specification language is set forth in Appendix B (See Application Step 3 Submission Requirements below). Upon receipt of your engineer’s estimate, the I-Bank will secure the SBE goal from DOT and forward it to you.

Engineer’s Estimate. Please forward an electronic copy of the engineer’s estimate for this project to ProjectMgmt.TBank@njib.gov when developed.

Step 3 Loan Application Guidance. The 3rd step of the application process is to secure information necessary to authorize advertisement of the construction contract. No less than thirty calendar days prior to the time of advertisement, submit a digital copy of the following to Step 3 here: https://www.njib.gov/nj/Step+3%253A+Plans+and+Specifications.32;

25 The terms and conditions are premised on the NJDOT Local Aid Grant Agreement Terms and Conditions.
1. Construction plans
2. Construction contract specifications
3. Engineer’s Design Certification
4. Signed Engineer’s Estimate
5. Right of Way Certification (if applicable)

A hard copy of each must also be submitted to:

Brian Wirtz  
Division of Local Aid and Economic Development  
State of New Jersey Department of Transportation  
1035 Parkway Avenue  
Trenton, New Jersey 08625

All plans and specifications shall conform to N.J.A.C. 16:20A (municipalities) and N.J.A.C. 16:20B (counties), including but not limited to Subchapter 5 Standards and Specifications. Please see Appendix B for detailed guidance for the Step 3 Submission.

Please note that advertisement for construction bids prior to receipt of an authorization to advertise by the Transportation Bank, renders a project ineligible for Transportation Bank financing and constitutes an event of default of the existing short-term Transportation Bank Loan resulting in the immediate termination thereof and the immediate repayment of interest, fees and previously disbursed amounts.

If you have any questions, please call me at the number listed below.

Regards,

George Rolon  
Construction Project Manager  
T: 609-219-8968

Cc: Bond Counsel  
Engineer
The following is the general procedure employed by the NJDOT in its identification of a Small Business Enterprise (SBE) Goal for Transportation Bank Project.

i. The DCR sends an SBE Goal Set Sheet\(^\text{26}\) to the Project Sponsor for completion;

ii. Project Sponsor completes and submits the Goal Set Sheet;

iii. DCR identifies the work to be subcontracted and notifies the Project Sponsor of the SBE goal in writing;

iv. The Borrower proceeds to loan closing;

v. The Borrower sends in sealed plans and specifications, referencing prevailing wage provisions, affirmative action provisions, the SBE Goal Set Sheet and the SBE form as part of its Step 3 Application Submission;

vi. The Transportation Bank authorizes advertisement;

vii. The Borrower makes its Step 4 Application Submission inclusive of a package inclusive of

a. Low bid;

b. Authorizing resolution;

c. SBE Participation Program;

d. Subcontractor verification;

e. Low bid contractor’s list of firms and those SBEs that will enable the General Contractor to meet its SBE goal; and

f. Sealed plans and specifications.

viii. DCR reviews submission to confirm firms are registered through NJSAVI and;

ix. DCR advises local aid confirming or denying concurrence;

x. Upon NJDOT concurrence, a pre-bid meeting is held at which DCR presents the SBE requirements; and

xi. The Project Sponsor proceeds with the construction contract.

\(^{26}\) The Goal Set Sheet also includes the engineer’s estimate. See Appendix T12.
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APPENDIX T11

NEW JERSEY TRANSPORTATION BANK

SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION ATTACHMENT
(100% STATE-FUNDED TRANSPORTATION BANK CONTRACTS)

I. UTILIZATION OF SMALL BUSINESS ENTERPRISE (SBE) BUSINESSES AS CONTRACTORS, MATERIAL SUPPLIERS AND EQUIPMENT LESSORS.

The New Jersey Department of Transportation advises each contractor or subcontractor that failure to carry out the requirements set forth in this attachment shall constitute a breach of contract and, after notification to the applicable State agency, may result in termination of the Transportation Bank loan agreement or such remedy as the Department deems appropriate. Requirements set forth in this section shall also be included in all subcontract agreements in accordance with State of New Jersey requirements.

II. POLICY

It is the policy of the New Jersey Transportation Bank that Small Business Enterprises, as defined in N.J.A.C. 12A: 10A-1.2 et seq., and N.J.A.C. 17:14-1.2 et seq., shall have the maximum opportunity to participate in the performance of contracts financed wholly with 100% state funds.

III. CONTRACTOR’S SMALL BUSINESS OBLIGATION

The Borrower and its Contractor agree to ensure that Small Business Enterprises (SBE), as defined in N.J.A.C. 12A: 10A-1.2 et seq., and N.J.A.C. 17:14-1.2 et seq., have maximum opportunity to participate in the performance of contracts and subcontracts financed wholly with 100% state funds. In this regard, the Borrower and all Contractors shall take all necessary and reasonable steps to ensure that Small Business Enterprises are utilized on, compete for, and perform on New Jersey Transportation Bank funded construction contracts. The Borrower and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of New Jersey Transportation Bank State-funded contracts.

IV. COMPLIANCE

To signify and affirm compliance with the provisions of this attachment, the bidder shall complete the Schedule of Small Business Participation “Form A” included in the Proposal and all forms and documents required in Sections VII and VIII of these provisions which will be made a part of the resulting contract.

V. SMALL BUSINESS GOALS FOR THIS PROJECT

NOTE: SUBCONTRACTING GOALS ARE NOT APPLICABLE IF THE PRIME CONTRACTOR IS A REGISTERED SMALL BUSINESS ENTERPRISE (SBE) FIRM.
A. This project includes a goal of awarding ___% percent of the total contract value to subcontractors qualifying as SMALL BUSINESSES in amounts as follows:

1. ___% to businesses registered in the category of gross revenues that do not exceed $1 million; and
2. ___% to businesses registered in the category of having gross revenues exceeding $1 million consistent with the applicable annual revenue standards established at 13 C.F.R. 121.201; and
3. ___% to businesses in either category

B. Only Small Business Enterprises registered prior to the date of bid, or prospective Small Business Enterprises that have submitted to the New Jersey Division of Revenue and Enterprise Services on or before the day of bid, a completed “State of New Jersey Small Business Vendor Registration Form” and all the required support documentation, will be considered in determining whether the contractor has met the established goals for the project. Early submission of required documentation is encouraged.

C. If a prospective Small Business Enterprise fails to meet the eligibility standards for participation the department’s Small Business Program, the contractor shall, prior to the award, make reasonable outreach efforts to replace that ineligible subcontractor with a registered Small Business whose participation is sufficient to meet the goal for the contract.

D. Prospective Small Businesses whose registration applications are denied or rejected by the New Jersey Division of Revenue and Enterprise Services are ineligible for participation on the project to meet Small Business goals, regardless of any pending appeal action in progress.

E. A directory of registered Small Businesses Enterprise firms is available upon request to the New Jersey Division of Revenue and Enterprise Services or the New Jersey Department of Transportation, Division of Civil Rights/Affirmative Action. The directory is to be used as a source of information only and does not relieve the Contractor of their responsibility to seek out Small Businesses Enterprises not listed.

VI. COUNTING SMALL BUSINESS ENTERPRISE PARTICIPATION

A. Each Small Business Enterprise (SBE) is subject to a registration procedure to ensure their SBE eligibility prior to the award of contract. In order to facilitate this process, it is advisable for the bidder to furnish the names of proposed SBEs to the Department before bid opening. Once a firm is determined to be a bona fide SBE by the New Jersey Division of Revenue and Enterprise Services, the total dollar value of the contract awarded to the SBE is counted toward the applicable goal.

B. The Contractor may count toward its SBE goal only expenditures to SBEs that perform a commercially useful function in the work of a contract. A SBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibility by actually performing, managing and supervising the work involved. To determine whether a SBE is performing a commercially useful
function, the Contractor shall evaluate the amount of work subcontracted, industry practice and other relevant factors.

C. If an SBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the SBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function.

D. If a Contractor is part of a Joint Venture and one or more of the Sole Proprietorships, Partnerships, Limited Liability companies or Corporations comprising the Joint Venture is a registered SBE, the actual payments made to the Joint Venture for work performed by the SBE member, will be applied toward the goal. Payments made to the Joint Venture for work performed by a non-small business firm will not be applied toward the applicable goal.

E. If the Contractor is a registered SBE, payments made to the Contractor for work performed by the Contractor will be applied toward the SBE goal. Payments made to the Contractor for work performed by non-SBE’s will not be applied toward the goal.

F. When a SBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted towards the SBE goals only if the SBE’s subcontractor is also a SBE. Work that a SBE subcontracts to a non-SBE firm does not count toward the assigned goal.

VII. SUBMISSION OF CONTRACTOR’S AFFIRMATIVE ACTION PLANS

A. Contractors are required to submit annually on their due date, their firm’s Affirmative Action Program to the Division of Civil Rights/Affirmative Action. Contractors must have an approved Affirmative Action Program in the Division of Civil Rights/Affirmative Action no later than seven (7) State business days after receipt of bids. No recommendations to award will be made without an approved Affirmative Action Program on file in the Division of Civil Rights/Affirmative Action.

B. The Annual Affirmative Action Program will include, but is not limited to the following:

1. The name of the company’s Liaison Officer who will administer the Small Business Enterprise Program.

2. An explanation of the affirmative action methods used in seeking out and considering Small Business Enterprises as subcontractors, material suppliers or equipment lessors.

3. An explanation of affirmative action methods which will be used in seeking out future Small Business Enterprises as subcontractors, material suppliers or equipment lessors after the award of the contract and for the duration of said project.

C. The following shall be submitted either with the bid or to the Division of Civil Rights/Affirmative Action no later than seven (7) state business days after the receipt of bids.
1. SBE “FORM A” - Schedule of SBE Participation. The Contractor shall list all SBES that will participate in the contract including scope of work, actual dollar amount and percent of total contract to be performed. This form should be submitted only if the goal level established for the contract have been met or exceeded;

   **Note:** If a change occurs to the Contractor’s original Form A submission which was previously approved by the Division of Civil Rights/Affirmative Action, a Revised Form A must be submitted naming the replacement Small Business Enterprise subcontractors. A written explanation should be included with the submission of the revised Form A.

2. Request for Exemption - In the event the Contractor is unable to meet the specified goal level, that Contractor must submit a written request for a partial or full exemption from the SBE goal. This request shall include the names of all SBE firms that the contractor will utilize on the contract and shall describe the specific work to be performed by each SBE together with the actual dollar amount of that work. Additionally, this request must address the Contractor’s efforts to make Reasonable Outreach Efforts as enumerated in Section VIII.

3. SBE “FORM B” - Affidavit of Small Business Enterprise. Each proposed SBE not listed in the New Jersey Division of Revenue and Enterprise Services Directory must submit “Form B” attesting to its validity as an SBE. (All firms must be registered by the Commission prior to award of the contract.)

4. Additional Information - The Department in its sole discretion may request additional information from the Contractor prior to award of the contract in order to evaluate the Contractor’s compliance with the SBE requirements of the bid proposal. Such information must be provided within the time limits established by the department. The Contractor shall, prior to the award of the contract, submit a completed SBE “Form A”, even if it has been granted an exemption from the SBE goal.

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**VIII. REASONABLE OUTREACH EFFORTS**

If a Contractor fails to meet the goal for Small Business Enterprise participation, the Contractor shall document its reasonable outreach efforts to meet the SBE goal. Reasonable outreach shall include, but not be limited to the following:

**A.** Attendance at a pre-bid meeting, if any, scheduled by the Department to inform SBE’s of subcontracting opportunities under a given solicitation.

**B.** Advertisement in general circulation media, trade association publications, and small business enterprise-focus media for at least 20 days before bids are due. If 20 days are not available, publication for a shorter reasonable time is acceptable.

**C.** Written notification to SBE’s that their interest in the contract is solicited;
D. Efforts made to select portions of the work proposed to be performed by SBEs in order to increase the likelihood of achieving the stated goal;

E. Efforts made to negotiate with SBE’s for specific sub-bids including at a minimum

1. The names, addresses and telephone numbers of SBE’s that were contacted;

2. A description of the information provided to SBE’s regarding the plans and specifications for portions of the work to be performed; and

3. A statement of why additional agreements with SBE’s were not reached;

F. Information regarding each SBE the bidder contacted and rejected as unqualified and the reasons for the bidder’s conclusion;

G. Efforts made to assist the SBE in obtaining bonding or insurance required by the Bidder or the Department.

IX. ADMINISTRATIVE RECONSIDERATION

A. If the Division of Civil Rights/Affirmative Action determines that the apparent successful bidder has failed to make reasonable outreach efforts to meet the requirements of this section, the Borrower must, before awarding the contract, provide the bidder an opportunity for administrative reconsideration.

B. As part of this reconsideration, the bidder will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. NJDOT will send the bidder a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the SBE goal or make an adequate good faith effort to do so.

C. Within seven (7) State business days of being informed by the Division of Civil Rights/Affirmative Action that it is not a responsible bidder because it has not made or documented sufficient outreach efforts to SBEs, a bidder may make a request in writing to the Director, Division of Procurement, PO Box 605, Trenton, New Jersey, 08625-0605; Telephone (609) 530-6355. The Director, Division of Procurement, does not participate in the initial determination of whether reasonable outreach was performed by the Contractor.

X. RESPONSIBILITY AFTER AWARD OF THE CONTRACT

If at any time following the award of contract, the Contractor intends to sublet any portion(s) of the work under said contract, or intends to purchase material or lease equipment not contemplated during preparation of bids, said Contractor shall take affirmative action:

A. To notify the Resident Engineer, in writing, of the type and approximate value of the Contractor intends to accomplish by such subcontract, purchase order or lease.
B. To signify and affirm compliance with the provisions of this Section, the Contractor shall submit the Post-Award SBE Certification Form to the Regional Supervising Engineer with his application to sublet or prior to purchasing material or leasing equipment. Post Award SBE forms may be obtained from the Resident Engineer.

C. To give small business enterprise firms equal consideration with non-small business firms in negotiation for any subcontracts, purchase orders or leases.

XI. CONSENT BY DEPARTMENT TO SUBLETTING

A. The Department will not approve any subcontracts proposed by the Contractor unless and until said contractor has complied with the terms of this SBE Utilization Attachment.

B. The Contractor shall provide the Resident Engineer with a listing of firms, organizations or enterprises to be used as subcontractors on the proposed project. Such listing shall clearly delineate which firms are classified as SBEs.

C. Notification of a subcontractor’s termination shall be sent to the Department by the Contractor through the Resident Engineer.

XII. CONCILIATION

In cases of alleged discrimination regarding these and all equal employment opportunity provisions and guidelines, investigations and conciliation will be undertaken by the Division of Civil Rights/Affirmative Action, New Jersey Department of Transportation.

XIII. DOCUMENTATION

A. Records and Reports

The Contractor shall keep such records as are necessary to determine compliance with its Small Business Enterprise Utilization obligations. The records kept by the Contractor will be designed to indicate:

1. The names of the small business enterprise subcontractors, equipment lessors and material suppliers contacted for work on this project.

2. The type of work to be done, materials to be utilized or services to be performed other than by the prime contractor on the project.

3. The actual dollar amount of work awarded to SBE’s.

4. The progress and efforts being made in seeking out and utilizing Small Business Enterprise firms. This would include solicitations, quotes and bids regarding project work items, supplies, leases, etc.
5. Documentation of all correspondence, contacts, telephone calls, etc, to obtain the services of Small Business Enterprise firms on this project.

B. The contractor shall submit reports, as required by the Department, on those contracts and other business transactions executed with Small Business Enterprise firms in such form and manner as may be prescribed by the Department.

C. All such records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by the Department.

XIV. PAYMENT TO SUBCONTRACTORS

The Contractor agrees to pay its subcontractors in accordance with the Specifications.

XV. SANCTIONS

Failure of a Contractor to comply with these provisions may result in bid rejection, reduced classification, suspension, debarment, or the institution of other appropriate action by the New Jersey Transportation Bank.
MEMORANDUM

NEW JERSEY TRANSPORTATION BANK
GOAL SET SHEET

TO: Send only by e-mail to: Kwincy.Brown@dot.nj.gov
Office of Civil Rights - Contract Compliance

FROM: [Sender’s Name]
[Sender’s Title]
New Jersey infrastructure Bank

DATE: XXXX XX, 201X

PHONE: [Sender’s Phone # XXX-XXX-XXXX]

SUBJECT: Request for SBE Goals

Attached is the Final Design Engineer’s Estimate. The estimate should be considered confidential and should only be made available on a need to know basis.

PROJECT: [Project Sponsor Name, Project Title]

NJTIB PROJECT NO.: TBXXXX-XXX
SAGE: N/A
ENGINEER’S ESTIMATE: $XXX,XXX,XXX

NOTE: EACH ADDRESSEE SHALL COMPLETE THE FORM AND FORWARD WITHIN 5 CALENDAR DAYS AFTER THE DATE RECEIVED.

Please indicate potential subcontracting opportunities for the items in this project directly on the Engineer’s Estimate which is attached hereto and forward the marked-up Estimate to the Division of Civil Rights who will determine the SBE Goal.

Anthony Genovese
Director of Procurement
Date Received: ______________________

TO: Ivette Santiago-Green, Esq.
Director, Division of Civil Rights

☐ SBE Goal: ________ %

Ivette Santiago-Green, Esq.
Director, Division of Civil Rights
Date Received: ______________________

RETURN FORM TO: [Sender’s Name]
[Sender’s Title]
From: Wirtz, Brian <Brian.Wirtz@dot.nj.gov>
Sent: Monday, June 24, 2019 10:11 AM
To: [XXXX]
Cc: [XXXX]; Melinda Roslon <mroslon@njib.gov>; NJIB - TBank Ops <tbankops@njib.gov>; George Rolon <grolon@njib.gov>; Rankin, Laine <Laine.Rankin@dot.nj.gov>
Subject: Award Concurrence - City of XXXX; NJTIB Project #TBXXXX-001

Hello XXXX,

This email is to inform you that the Department of Transportation concurs with your recommendation to award a construction contract for the NJTIB 2018 Various Streets Paving project to XXXX General Construction, Inc., in the amount of $X,XXX,XXX.

As noted in the X/XX/19 email, Item #45 – Traffic Directors and Flaggers, Quantity 5604 HR, Unit price $XX.XX is state participating only up to the prevailing wage rate of $73.03 as of 3/1/2019.

Thank you.

Brian Wirtz
Project Management Specialist 1
NJDOT - Local Aid Division
Brian.Wirtz@dot.nj.gov
(609) 963-2000 - NEW PHONE NUMBER

Please consider the environment before printing this e-mail.
APPENDIX T14

NEW JERSEY TRANSPORTATION BANK

ENGINEER’S CERTIFICATION - DESIGN
AGREEMENT FOR NJ TRANSPORTATION BANK FUNDING

In accordance with the approved Resolution and New Jersey Transportation Bank Loan Application, I hereby certify that as a licensed Professional Engineer in the State of New Jersey, the design for

________________________________________________________________________________________

(Name of Project)

in the ___________________________________ County of _____________________________

(Name of Municipality) (Name of County)

is in substantial conformance with the applicable AASHTO design criteria subject to the attached design exceptions. Furthermore, the contract documents for the project require the workmanship and materials to be in substantial conformance with the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction as amended for State Aid projects.

Additionally, I certify, that if applicable for this project, it is in conformance with and as stipulated in Public Law 2008 c. 110 for traffic ordinance regulating the passage or stopping of traffic at certain congested street corners or other designated points, including the establishment of multi-way stop controls as applicable to potential impacts to adjacent facilities, including state highways as noted in the law. Further, I certify that improvements involving traffic engineering features, i.e. designation or erection of signs or placement of pavement markings, parking prohibitions, establish speed limits, designation of one-way streets, etc. are in conformance with the current edition of the MUTCD for Streets and Highways and all supporting permits. Required documentation will be submitted as per this law, upon completion of the construction phase.

_________________________________________
(Name of Designer)

_________________________________________
(Signature)

_________________________________________
>Title

_________________________________________
(Date)

PE Seal

(Check One)

_____ Design Exceptions Attached

_____ No Design Exceptions Required

THE ABOVE MUST APPEAR ON COUNTY, MUNICIPAL OR COMPANY LETTER
This Page Intentionally Left Blank
APPENDIX T15

NEW JERSEY TRANSPORTATION BANK

RIGHT-OF-WAY CERTIFICATION

Please be advised that I represent the
_____________________________________ County of _____________________________
(Name of Municipality) (Name of County)

The___________________________________ is in the process of preparing plans and documentation
(Name of Municipality)
in anticipation of receiving funding for the above referenced road in __________________________.
(Name of City)

In compliance with the requirements for the project, the city engineer advised that all work associated with
the project will be performed within the existing right of way of the ______________________________ and further,
(Name of City)
that is right of way has been owned by the
(Name of City) since ______________.
(Name of City) (Month, Year)

_________________________________________
(Name of Official)

_________________________________________
(Signature)

_________________________________________
>Title)

_________________________________________
(Date)

( THE ABOVE MUST APPEAR ON COUNTY, MUNICIPAL LETTERHEAD)
APPENDIX T16

NEW JERSEY TRANSPORTATION BANK

Authorization to Advertise for Construction Form

Robert A. Briant, Jr., Vice Chairman
Roger Ellis, Treasurer
Mark Longo, Secretary
Elizabeth Maher Muoio, State Treasurer
Catherine R. McCabe, DEP Commissioner
Diane Guitierrez-Scaccetti, DOT Commissioner
Sheila Oliver, DCA Commissioner
David E. Zimmer, Executive Director

[Date]

[Authorized Official Name], [Authorized Official Title]
[Borrower Name]
[Borrower Street Address]
[Borrower Address Line 2]
[Borrower City], [Borrower State] [Borrower Zip Code]

Subject: New Jersey Infrastructure Bank (Transportation)
[Project Title] (Contract [Current Contract #] of [# of Construction Contracts])
Project No. [Project Number]
Authorization to Advertise

Dear [Authorized Official Name]:

You are hereby authorized to advertise and open bids for the subject project pursuant to the terms of this correspondence.

The project design specifications are entitled: “[Borrower Designated Contract Title,” prepared by [Firm Name], dated [Spec Original Date], and have been stamped as received by the NJ Transportation Bank (hereafter, “[Spec Original Date], Plans and Specifications”).

[Borrower Name] shall prepare signed and sealed plans and specifications for Project No. [Project Number], which shall conform with the [Spec Original Date] Plans and Specifications subject only to modifications necessary to fully and completely address the comments set forth in the New Jersey Department of Transportation (“NJDOT”) communication dated [Date] (hereafter, “Signed and Sealed Plans and Specifications”).

Failure to fully and completely address NJDOT comments in your Signed and Sealed Plans and Specifications (as applicable) will render your project ineligible for construction funding. All previously disbursed funding, as well as all accrued interest and fees, shall be payable upon short-term loan maturity. To that end, it is imperative that you contact the NJDOT to discuss any questions you may have regarding NJDOT comments set forth in its communication dated [Date] and address same prior to advertisement.

You are required to email the bidding schedule for all contracts to be financed by the Transportation Bank to ProjectMgmt.TBank@njjib.gov within ten business days of receipt of this letter. The schedule should include (1) advertisement date, (2) bid opening date, (3) anticipated award date, and (4) the names of newspapers and trade journals to be used in advertising.

You are required to publish the advertisement for this construction contract pursuant to the Application Schedule to be set forth in the short-term loan agreement. Failure to do so will result in a de-obligation of funding for this project.
Upon completion of procurement of the construction contract, [Borrower Name] shall make the Step 4 Application submission (https://www.njib.gov/nj/Step+4%253A+Bid+Package.33), which will include the following document uploads in addition to the hardcopy submissions to the NJDOT:

1. One copy of the summary of construction bids showing all bid quantities, unit prices and Extensions (Form SA-41);
2. A fully executed and sealed resolution awarding the contract to the lowest responsible bidder, subject to the approval of the NJDOT (Form SA-22);
3. A certification from the appropriate county official that all rights-of-way are available for the project, if such certification was not already provided prior to advertisement;
4. The Schedule of Disadvantaged Business Enterprise / Small Business Enterprise (DBE/SBE) Participation Form CR-266;
5. Signed and Sealed Plans and Specifications; and
6. A certification by [Borrower Name]'s engineer that the Signed and Sealed Plans and Specifications comply with Applicable Laws and the NJDOT Comments (Form TB-1\(^27\))

When all information relative to bidding has been approved, the I-Bank will communicate same to borrower, as well as confirmation as to the commitment of short-term funding (and amount thereof). The I-Bank will thereupon process payment for project construction costs incurred upon receipt of requisitions and construction invoices. Should you have any bid package or related construction questions or comments regarding this matter, please contact George Rolon at 609-219-8968.

The Signed and Sealed Plans and Specifications must be available at the project site at all times. The I-Bank must approve any alteration of the accepted documents of record, in advance.

Please note that the I-Bank's final determination as to the project sponsor's eligibility for funding will be made upon the satisfaction of all relevant program requirements and a failure to comply with such requirements will render the project ineligible for construction financing.

Note, this authorization to advertise and any approvals by or comments of the I-Bank and NJDOT of plans and specifications are program determinations of the I-Bank and NJDOT that have been undertaken exclusively for the financing program purposes of the I-Bank. As a result, such communications and determinations shall not be deemed or interpreted by [Borrower Name] to be, in any way, a substitute for or in satisfaction of any evaluation or determination by [Borrower Name] or its resident and/or consulting engineer that may be required or appropriate, including, without limitation, in connection with the rights and obligations of [Borrower Name] or its resident and/or consulting engineer pursuant to applicable law or otherwise.

Moreover, [Borrower Name] agrees that its legal obligations arising in the construction of the above referenced project, including but not limited to permitting, engineering design, construction and legal compliance are unaffected by comments by or approvals of the NJDOT and I-Bank, and none of the NJDOT, the I-Bank or their respective officials, employees, and/or agents shall be liable in any way with regard to same.

Sincerely,

George Rolon
Construction Project Manager

C: Laine Rankin, Director, Division of Local Aid and Economic Development

---

\(^27\) The form TB-1 is available at https://cdn.njib.gov/njtib/construction-advertisement/.
APPENDIX T17

Project Pre-Construction Letter

[Date]

[Authorized Official Name], [Authorized Official Title]
[Borrower Name]
[Borrower Street Address]
[Borrower Address Line 2]
[Borrower City], [Borrower State] [Borrower Zip Code]

Subject: New Jersey Infrastructure Bank (Transportation)
[Project Title] (Contract [Current Contract #] of [# of Construction Contracts])
[Borrower], Project No. [Project Number]
Project Pre-Construction Letter

Dear [Authorized Official Name]:

The purpose of this communication is to notice you of the next steps required for Transportation Bank financing for the above-reference project.

Additional Submissions/Notifications

Please upload a copy of the signed construction contract to the link set forth below and ensure that the contract clearly states the contract amount, date, and signatures of both parties, exclusive of the accompanying specification. Moreover, please provide the Division of Local Aid and Economic Development District Office with written notification(s) prior to the occurrence of certain contract/construction phases. The following post-award documents are to be submitted in paper to Mr. Brian Wirtz and uploaded digitally within the time frames specified:

<table>
<thead>
<tr>
<th>Written Notification / Form Submission</th>
<th>Submission Time Frame</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preconstruction Meeting Notification</td>
<td>Submitted at least 2 weeks prior to meeting</td>
</tr>
<tr>
<td>Minutes of Preconstruction Meeting</td>
<td>Submitted before the start of construction</td>
</tr>
<tr>
<td>Material Questionnaire (Form SA-11)</td>
<td>Submitted before the start of construction</td>
</tr>
<tr>
<td>Construction Start Written Notification</td>
<td>Submitted at least 3 days prior to construction start</td>
</tr>
<tr>
<td>Construction Change Orders (Form SA-1)</td>
<td>Submitted prior to reimbursement request</td>
</tr>
<tr>
<td>End of Construction Written Notification</td>
<td>Submitted as soon as construction is complete</td>
</tr>
</tbody>
</table>

For all digital post-award submissions please use the following link:

https://www.njib.gov/nj/Post+Award+Submissions.47

For all hard copy submissions please use the following address:

Brian Wirtz
Division of Local Aid and Economic Development
State of New Jersey Department of Transportation
035 Parkway Avenue
Trenton, New Jersey 08625
Pre-Construction Meeting

The Transportation Bank also requires [Borrower] to hold a Pre-Construction meeting ("PreCon"). It is recommended that the PreCon agenda include the following items in addition to any agenda items required by [Borrower]:

- Construction Schedule
- Utility Relocation and Coordination
- Maintenance and Protection of Traffic Subcontractors
- Items of Construction
- Material Questionnaire (Form SA-11)
- Construction Methods
- Material Sampling Requirements
- Change Orders
- Disadvantaged Business / Small Business Enterprise (DBE/SBE) requirements
- Prevailing Wage Act Compliance
- Site Inspections
- Project Closeout

SBE Goal Note: The Contractor is required to demonstrate good faith efforts to meet the Contract DBE/SBE goal and document the steps it takes to obtain SBE participation, including but not limited to the submission of a monthly DBE/SBE utilization report (CR-267). Upon goal completion the Contractor will submit a Final DBE/SBE report (CR-268) to the Resident Engineer for forward to the I-Bank. The CR-267 reports must be readily available and on file at the responsible Local Government Unit’s office while the Final CR-268 report must be submitted on or prior to construction completion. These requirements are also set forth in the contract specifications.

Prevailing Wage Note: The Contractor is required to pay the prevailing wage rates and furnish the Resident Engineer with payroll reports for each week of contract work as well as a statement with respect to the wages paid each of its employees engaged in contract work covered by the New Jersey Prevailing Wage Act during the preceding weekly payroll period. The statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractors who supervises the payment of wages. Contractors and subcontractors must use the certification set forth in the NJ Department of Labor Payroll Certification for Public Works Projects form (R-08-12-08) attached herein, or any form with identical wording. Such certifications must be readily available and on file at the responsible Local Government Unit’s office. A certification of wage compliance by the CFO of the local government unit will also be required upon project completion. These requirements are also set forth in the contract specifications.

Attendees Note: The I-Bank recommends that Borrower ensure the following are in attendance at the Pre-Con as applicable: representatives of the engineer’s office, the contractor, police, utility companies and others involved in the project.

Finally, as noted above, you are required to maintain minutes of the PreCon and submit pursuant to the above schedule.

Sincerely,

COO-Transportation
New Jersey Infrastructure Bank

C: Executive Director
Bond Counsel
Laine Rankin, Director, Division of Local Aid and Economic Development
FINANCIAL APPENDICES
APPENDIX F1

NEW JERSEY TRANSPORTATION BANK

Funding Allocation Notice

[Date]

[Authorized Rep], [Title]
[Applicant Name]
[Address]
[City, State, Zip]

Re: NJ Transportation Bank Loan Application

[Applicant Name] Project: [Project #] [Project Name]

Funding Allocation Notice

Dear [Authorized Rep]:

Available funding for the [X] quarter of FY[YYYY] has been allocated to the highest ranked projects presenting a high probability to construction contract certification and construction award prior to [End of Quarter Date], [YYYY]. The NJ Infrastructure Bank has reviewed your Step 1 Submission and information relevant to your project’s schedule to awarding construction. I am pleased to advise you that the Transportation Bank is budgeting funds in the amount of $[Project Cost] for the above referenced project. This communication is to notify you as project sponsor of the general conditions of securing a commitment of Transportation Bank funds.

Funding Commitment. The commitment of funds for the total estimated project amount will occur upon short-term loan closing. The prerequisites to short-term loan closing are set forth in Appendix A. However, the following bear mention:

(i) [Applicant Name]’s - submission of Step 2 Application Submission;
(ii) [Applicant Name]’s - satisfaction of the Transportation Bank’s Credit Worthiness standards; and
(iii) [Applicant Name]’s - agreement to comply with the Loan Application Schedule.

Project Description. The applicant is asked to review the below project description to confirm accuracy. Minor changes not resulting in a change in rank will be permitted. Any proposed revision to description must be submitted on or before [date w/in five business days]:

[Insert project description from Step 1]

Step 2 Submission. The Step 2 Application Submission is available here. The following information is necessary: (a) PIN # [xxxxxxxx]; (b) an uploaded copy of the executed or draft engineering design contract; and (c) financial information relevant to securing loan closing. When completing Step 2, please note that Transportation Bank Loans are for a project’s useful life not to exceed 31 years, notwithstanding any provisions of the Local Bond Law (N.J.S.A. 40A:2-1 et seq.) to the contrary (See N.J.S.A. 58:11B-6(d)).

If your project has been designed, please submit your engineering cost estimate. Sponsors are typically assisted by their consulting engineer and bond counsel in this submission and we recommend that you confer with them in this matter.
Contract Certification. Upon receipt of the Step 2 Submission, Program staff will review the engineering contract to ensure that the engineering engagement will be for services necessary for the design of your transportation bank project and make a determination of eligible costs for engineering services. Approval will be evidenced through a certification of that contract by the Transportation Bank.

Credit Worthiness / Loan Closing Preparation. Transportation bank loans are limited to counties and municipalities having an investment grade rating, who provide a general obligation pledge. Sponsors are required to meet the parameters of the Credit Policy, available at the following link: https://cdn.njib.gov/njib/policies/njib_credit_policy_2018.pdf. An initial credit screening has concluded that [Applicant Name] is likely to satisfy the Credit Policy. The credit determination will be made immediately prior to short-term loan closing. Upon receipt of the Step 2 Submission, Transportation Bank Bond Counsel will reach out to your bond counsel to begin preparing for loan closing.

Loan Application Schedule. The Transportation Bank is obligated to ensure that its limited funds are allocated to the highest ranked projects proceeding to construction in the shortest possible time. To that end, each sponsor is required to comply with an Application Schedule setting forth milestones and associated dates leading up to construction contract award. A Sponsor’s lack of compliance with the agreed upon milestones on or before the designated dates will result in (a) its forfeiture of undisbursed project funds, and (b) a loss of five (5) ranking points on future Project Priority Lists.

Attached as Exhibit B is a draft of the Application Schedule. You are required to immediately review same and confirm in writing [Applicant Name]’s agreement to comply with the milestones or discuss further. Please email your response to ProjectMgmt.TBank@njib.gov on or before [date w/in five business days].

A Note about SBE, and the 5% Down Payment Requirement. Projects financed through the Transportation Bank require utilization of contract specifications setting forth provisions pertaining to small business enterprise (SBE) goal(s) for your project. Additional information will be forwarded to you upon your submission of the Step 2 Submission. Note also that Sponsors are required to appropriate at least 5% of the amount of the obligation pursuant to N.J.S.A. 40A:2-11. While the I-Bank is encouraged that there is support to modify these requirements, we are unable to confirm whether or when such changes will be made.

Your Immediate Action is Necessary. As stated above, available funding for the [X] quarter of FY[YYYY] has been allocated to the highest ranked projects that will proceed to construction contract certification and construction award prior to [End of Quarter Date], [YYYY]. Although resolution of outstanding issues is important to proceeding with this matter, I recognize that delays in project design will negatively impact your ability to award construction for the above project pursuant to your Application Schedule. If you are not otherwise doing so, you are encouraged to proceed with project engineering as soon as possible. Doing so will not negatively impact your eligibility for Transportation Bank financing. Note however, that your project will be ineligible for financing if you proceed to construction advertising without Transportation Bank technical approvals.

Please contact me if you have any questions.

---

28. The short-term loan will remain in effect until maturity for disbursed funds (barring other covenant defaults). The project will be ineligible to receive long-term financing and disbursed funds, interest, and fees will be due and payable upon short-term loan maturity.

29. The reduction in ranking will negatively impact the project’s funding eligibility.

30. For example, engineering, SBE/DBE and Executive Order 215 (environmental compliance).
Regards,

David Zimmer
Executive Director
New Jersey Infrastructure Bank

C: Michael Russo, Assistant Commissioner, Planning Multimodal & Grant Admin, NJ Dept. of Transportation
   Tricia Gasparine, NJ Transportation Bank Bond Counsel
   Elkins Green, Director Environmental Resources, NJ Dept. of Transportation
   Lauralee Rappleye, Acting Manager/Project Manager/Archaeologist, NJ Dept. of Transportation
   [Applicant Bond Counsel]
   [Applicant Engineer]
Appendix A1

NEW JERSEY TRANSPORTATION BANK

Prerequisites to Short-Term Loan Closing

1. Satisfaction by the Applicant of the I-Bank’s Creditworthiness Standards (investment grade rating and general obligation pledge);

2. Transportation Bank certification of the engineering contract for the project.

3. Adoption by the Applicant’s governing body of each of the following:

   a. Resolution authorizing execution of the engineering contract.

   b. Resolution authorizing Transportation Bank short-term project financing.

   c. A “declaration of official intent” to reimburse costs of the proposed project in satisfaction of the requirements of Treasury Regulation §1.150.2.

   d. Debt incurrence instrument (i.e., as applicable, a bond ordinance, a general bond resolution, a supplemental indenture and any appropriate supplement thereto) relating to the financing of the proposed project;

4. Issuance by the Applicant of a bond anticipation note (the “Note”) to the I-Bank to evidence and secure the Transportation Bank Loan repayment obligation.

   a. Various covenant obligations with which the Applicant must comply throughout the term of the short-term loan.

   b. Various representations and covenants relating to the qualification of the Applicant and the project to receive a long-term loan (upon conversion of the short-term loan) consisting of tax-exempt bond proceeds.

5. Commitment to meet the milestones of the Application Schedule (Appendix B).

6. Borrower’s counsel legal opinion with respect to the issuance by the Applicant of the Note to the I-Bank.

7. Borrower engineer’s certification as to the project’s useful life. Transportation Bank Loans are for a project’s useful life not to exceed 31 years, notwithstanding any provisions of the Local Bond Law (N.J.S.A. 40A:2-1 et seq.) to the contrary (See N.J.S.A. 58:11B-6(d)).

8. Division of Local Government Service Approval (typically secured by the I-Bank relative to N.J.S.A. 58:11B-9 approvals).
APPENDIX A2

NEW JERSEY INFRASTRUCTURE BANK

Loan Terms and Conditions

(See APPENDIX F2)
Appendix B

NJ TRANSPORTATION BANK

Loan Application Schedule

Borrower: [Applicant Name]
Project: [Project # - Project Name]

<table>
<thead>
<tr>
<th>Step 2 Application Submission: Submission of Engineering Contract / Engineer's Estimate / Authorizing Resolution</th>
<th>February 15, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Submission of Engineering Contract / Engineer's Estimate / Authorizing Resolution</td>
<td>February 15, 2019</td>
</tr>
<tr>
<td>2. Submission EO215 documents or waiver with Scope of Work / Map</td>
<td>February 15, 2019</td>
</tr>
<tr>
<td>3. Note / Loan Closing</td>
<td>March 15, 2019</td>
</tr>
<tr>
<td>4. Step 3 Plans &amp; Specs Submission: Submission of Plans and Specifications</td>
<td>May 1, 2019</td>
</tr>
<tr>
<td>5. Receive Authorization to Advertise</td>
<td>July 1, 2019</td>
</tr>
<tr>
<td>6. Advertise for bids</td>
<td>July 15, 2019</td>
</tr>
<tr>
<td>7. Open bids</td>
<td>August 15, 2019</td>
</tr>
<tr>
<td>8. Step 4 Bid Packet Submission: Submission to DOT of adopted Resolution of Award and other Step 4 required documents</td>
<td>September 1, 2019</td>
</tr>
<tr>
<td>9. Receive Award concurrence*</td>
<td>September 27, 2019</td>
</tr>
<tr>
<td>10. Pre-construction meeting / Notice to Proceed</td>
<td>October 1, 2019</td>
</tr>
<tr>
<td>11. Construction Start</td>
<td>November 1, 2019</td>
</tr>
</tbody>
</table>

*Schedule will allow for float/variance between milestones

Scheduled Award Date: The Transportation Bank is obligated to ensure that its limited funds are allocated to the highest ranked projects proceeding to construction in the shortest possible time. To that end, the “Scheduled Award Date” is [June 30, 2020], which is the last day of the twelfth month following the first day of the quarter in which funds were first allocated to the project (July 1, 2019).

[Applicant Name]’s failure, due to the inaction by it or its agents, to receive DOT concurrence of award on or before [June 30, 2020], will result in (a) its forfeiture of undisbursed project funds,31 (b) a loss of five (5) ranking points for this project on future Project Priority Lists32 and (c) the deobligation of Long-Term funding for this project.

---

31 The short-term loan will remain in effect until maturity for disbursed funds (barring other covenant defaults). The Project will be ineligible to receive long-term financing and disbursed funds, interest, and fees will be due and payable upon short-term loan maturity.

32 The reduction in ranking will negatively impact the Project’s funding eligibility.
1. **Introduction**

This document serves as Technical Guidance to aid Transportation Bank Loan Applicants in navigating technical and legal compliance issues in securing Financing. Section II sets forth compliance issues required in securing financing from the State of New Jersey and largely mirrors, the New Department of Transportation, Local Aid. The recipient of a New Jersey Transportation Bank loan ("Borrower") agrees, inter alia, to these Terms and Conditions.

2. **Compliance with Existing Laws**

1. The Borrower agrees to comply with all applicable Federal, State and municipal laws, rules, and regulations as a condition precedent and subsequent to receipt of a Transportation Bank Loan. Failure to comply with the laws, rules and regulations may be grounds for termination of the Transportation Bank Loan.

2. These laws and regulations include, but are not limited to the following:

   a) Federal Office of Management and Budget (OMB) documents:  
      [https://www.whitehouse.gov/omb/information-for-agencies/circulars/](https://www.whitehouse.gov/omb/information-for-agencies/circulars/)

   b) New Jersey Department of the Treasury, Office of Management and Budget documents:
      - Circular Letter 15-08-OMB, Single Audit Policy for Recipients of State Loans:  
        [https://www.state.nj.us/infobank/circular/cir1508_omb.pdf](https://www.state.nj.us/infobank/circular/cir1508_omb.pdf)
      - State Grant Compliance Supplement:  
        [https://www.nj.gov/treasury/omb/stategrant.shtml](https://www.nj.gov/treasury/omb/stategrant.shtml)
      - Circular Letter 07-05-OMB, Grant Agreements – Agency Contracts:  
        [http://www.state.nj.us/infobank/circular/cir0705b.pdf](http://www.state.nj.us/infobank/circular/cir0705b.pdf)


   e) The Borrower will comply with the NJ Prevailing Wage Rates (NJAC 7:22-3.17(a)25)

   f) The Borrower will comply with Title VI of the 1964 Civil Rights Act.

   g) The Borrower will advertise and award the contract in accordance with the provisions of the Local
Public Contracts Law, N.J.S.A. 40 A:11-1 et. seq.

- The Borrower will comply with all applicable election laws and conflict of interest and ethics laws and regulations, including the NJDOT Code of Ethics for Vendors, available at: http://www.state.nj.us/transportation/business/procurement/ethics.shtm

- The Borrower will comply with N.J.A.C. 16:20A, N.J.A.C. 16:20B and any supplemental compliance statements by the Department or the I-Bank must be complied by the Borrower.

3. Neither the State of New Jersey nor the I-Bank will be a party to any contracts and subcontracts awarded pursuant to the Transportation Bank Loan. All such contracts and subcontracts shall include the following statement: "This contract or subcontract is expected to be funded in whole or in part with funds from the New Jersey Infrastructure Bank. Neither the State of New Jersey, the New Jersey Infrastructure Bank nor any of their departments, agencies or employees is, or will be, a party to this contract or subcontract or any lower tier contract or subcontract.”

4. No Transportation Bank grant or loan moneys shall be disbursed to a recipient who is in current in default on any Transportation Bank grant or loan. The I-Bank may, in its discretion, make a Transportation Bank grant or loan disbursement where it determines that the recipient will cure the defaulted grant or loan obligation and associated penalties. Nothing in this paragraph shall in any way limit any right or duty of the I-Bank to demand and collect at any time the total due under any such defaulted loan.
APPENDIX F3

NJ TRANSPORTATION BANK

Credit Approval

[Content to be provided]
APPENDIX F4

Local Government Unit Loan Program Authorizing Resolution

[PLEASE NOTE: This form assumes that the Local Unit is authorizing the issuance of its Note for execution by each of its “Mayor” and “Chief Financial Officer” and attested to by its “Clerk”. Please revise to include applicable terms for your municipality as needed.]

RESOLUTION OF THE [NAME OF LOCAL UNIT], IN THE COUNTY OF [COUNTY], NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS “NOTE RELATING TO THE TRANSPORTATION BANK SHORT-TERM LOAN PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK”, TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO $__________, AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE [NAME OF LOCAL UNIT] IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE NEW JERSEY INFRASTRUCTURE BANK’S TRANSPORTATION BANK SHORT-TERM LOAN PROGRAM.

WHEREAS, the [Name of Local Unit] (the “Local Unit”), in the County of [County], New Jersey, has determined that there exists a need within the Local Unit to [design, construct, renovate, acquire and/or install] a project consisting of _________________________ (the “Project”), and it is the desire of the Local Unit to obtain financing for such Project through participation in the transportation financing programs (the “Transportation Bank”) of the New Jersey Infrastructure Bank (the “I-Bank”) as established pursuant to, and in satisfaction of, the “New Jersey Infrastructure Trust Act,” constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 et seq.), as the same has been, and in the future may from time to time be, amended and supplemented (the “I-Bank Act”);

WHEREAS, the Local Unit has determined to short-term finance the design and construction of the Project through the Transportation Bank short-term loan program (the “Transportation Short-Term Loan Program”) with proceeds of a short-term loan (the “Transportation Short-Term Loan”) from the I-Bank;

WHEREAS, in order to (i) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Transportation Short-Term Loan, and (ii) satisfy the requirements of the Transportation Short-Term Loan Program, it is the desire of the Local Unit to issue and sell to the I-Bank the “Note Relating to the Transportation Bank Short-Term Loan Program of the New Jersey Infrastructure Bank” in an aggregate principal amount of up to $________ (the “Note”);

WHEREAS, it is the desire of the Local Unit to authorize, execute, attest and deliver the Note to the I-Bank pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the “Local Bond Law”), and other applicable law; and

WHEREAS, Section 28 of the Local Bond Law and Section 9 of the I-Bank Act permit the sale of the Note to the I-Bank, without any public offering, all pursuant to the terms and conditions set forth, respectively, therein.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Local Unit as follows:

Section 1. The obligation represented by the Note has been appropriated and authorized by bond ordinance #________ of the Local Unit, which bond ordinance (i) is entitled “[Title]” and was finally adopted by the Local Unit at a meeting duly called and held on [Date], at which time a quorum was present and acted throughout, (ii) thereafter duly published as required, and (iii) is in full force and effect, all pursuant to and in satisfaction of the terms of the Local Bond Law and other applicable law. In accordance with Section 28 of the Local Bond Law and Section 9 of the I-Bank Act, the Local Unit hereby authorizes the issuance, sale and award of the Note to the I-Bank in accordance with the provisions hereof.
Section 2. The Chief Financial Officer of the Local Unit (the “Chief Financial Officer”) is hereby authorized to determine, in accordance with the Local Bond Law, the I-Bank Act, other applicable law and pursuant to the terms and conditions hereof, (i) the final principal amount of the Note (subject to the maximum limitation set forth in Section 4(a) hereof), (ii) the dated date of the Note and (iii) the interest rate of the Note.

Section 3. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Note by the parties authorized pursuant to Section 4(h) hereof.

Section 4. The Local Unit hereby determines that certain terms of the Note shall be as follows:

(a) the principal amount of the Note, to be issued to the I-Bank, shall be an amount up to $_________; 
(b) the maturity date of the Note shall be as determined by the I-Bank pursuant to the terms and provisions of the Transportation Short-Term Loan Program;
(c) the interest rate of the Note shall be as determined by the I-Bank pursuant to the terms and provisions of the Transportation Short-Term Loan Program;
(d) the purchase price for the Note shall be par;
(e) the Note shall be subject to prepayment prior to its stated maturity and to repayment at or prior to its stated maturity, each in accordance with the terms and provisions of the Transportation Short-Term Loan Program;
(f) the Note shall be issued in a single denomination and shall be numbered “NJTB – STFP – 19 - __”;
(g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
(h) the Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

Section 5. The Note shall be substantially in the form attached hereto as Exhibit A.

Section 6. The law firm of [Name of Local Unit Bond Counsel] is hereby authorized to arrange for the drafting, preparation and printing of the Note, which law firm may authorize Chiesa Shahinian & Giantomasi PC, bond counsel to the I-Bank for the Transportation Short-Term Loan Program, to arrange for same.

Section 7. The Authorized Officers of the Local Unit are hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection with the issuance and sale of the Note and the participation of the Local Unit in the Transportation Short-Term Loan Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution, issuance and delivery of the Note and the participation of the Local Unit in the Transportation Short-Term Loan Program.

Section 8. This resolution shall take effect immediately.

Section 9. Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to [Name of Local Unit Bond Counsel], bond counsel to the Local Unit, David E. Zimmer, Executive Director of the I-Bank, and Tricia M. Gasparine, Esq., Chiesa Shahinian & Giantomasi PC, bond counsel to the I-Bank for the Transportation Short-Term Loan Program.
APPENDIX F5

[NAME OF MUNICIPALITY]
NOTE
RELATING TO:
THE TRANSPORTATION BANK SHORT-TERM LOAN PROGRAM
OF THE NEW JERSEY INFRASTRUCTURE BANK

$__________________       ____________________, 20__

NJTB - STLP-19-__

FOR VALUE RECEIVED, __________________________________________, a municipal corporation duly created and validly existing pursuant to the laws of the State (as hereinafter defined), and its successors and assigns (the “Borrower”), hereby promises to pay to the order of the NEW JERSEY INFRASTRUCTURE BANK, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) (the “I-Bank”), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this “Note”); provided, however, that portions of the Principal and/or Interest may be due and payable earlier, at the time(s) and in the amount(s), as and to the extent provided in accordance with Section 4 hereof.

SECTION 1. Definitions. As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

“Act” means the “New Jersey Infrastructure Trust Act”, constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 et seq.), as the same has been, and in the future may from time to time be, amended and supplemented.

“Administrative Fee” means the fee as defined and calculated in Exhibit B hereto, which is an administrative fee that is payable by the Borrower (at the time and in the amount as is established by the provisions of Section 4(b) hereof) as a portion of the Cost of the Project that has been incurred by the Borrower for the review by the New Jersey Transportation Bank of (i) the Short-Term Loan Program Borrower application, (ii) various Borrower technical submissions, and (iii) the Loan Disbursement Requisitions, as such services are provided to the Borrower by the New Jersey Transportation Bank.

“Anticipated Financing Program” means the New Jersey Transportation Bank financing program of the I-Bank, pursuant to which the I-Bank will issue its I-Bank Bonds for the purpose of financing, on a long-term basis, the Project as well as other projects of certain qualifying borrowers.

“Anticipated Long-Term Loan” means the long-term loan made by the I-Bank to the Borrower from the proceeds of its I-Bank Bonds, as part of the Anticipated Financing Program.

“Appropriation Condition” means the procedural appropriation by the State for the Project through the inclusion of the Project on the Project Priority List (which Project Priority List is required pursuant to the Act) in an appropriation amount equal to or greater than the Principal amount of the Loan then due and payable by the Borrower pursuant to the terms hereof.

“Authorized Officer” means any person authorized by the Borrower or the I-Bank, as the case may be, to perform any act or execute any document relating to the Loan or this Note.
“Code” means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

“Construction Completion Certificate” means a certificate of the I-Bank to the effect that the construction of the Project is complete.

“Cost” or “Costs” means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Financial Plan, as further set forth in Exhibit B hereto, (i) as such Exhibit B shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit B or an additional Exhibit B, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of “Project” as set forth herein), and (ii) as the then-current Exhibit B may be amended by subsequent changes to eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

“Event of Default” means any occurrence or event specified in Section 6 hereof.

“Financial Plan” means the then-applicable Financial Plan, as prepared for the then-current State Fiscal Year and as submitted to the State Legislature by the I-Bank and the NJDOT, all pursuant to, and in satisfaction of the requirements of, section 22.3 of the Act.

“I-Bank Bonds” means the revenue bonds of the I-Bank to be issued pursuant to and as part of the Anticipated Financing Program.

“Interest” means the interest that shall accrue on a daily basis with respect to Principal disbursed for Project costs, other than capitalized interest, to be calculated each day by applying the Interest Rate established for a State Fiscal Year divided by 360 to the Principal amount on that day.

“Interest Rate” means the rate of interest as shall be established by an Authorized Officer of the I-Bank for a given State Fiscal Year in a manner consistent with the terms and provisions of the Financial Plan for such State Fiscal Year.

“Loan” means the loan of the Principal, made by the I-Bank to the Borrower, to finance or refinance a portion of the Cost of the Project, as evidenced and secured by this Note.

“Loan Disbursement Requisition” means the requisition, to be executed by an Authorized Officer of the Borrower and approved by the NJDOT, in a form to be determined by the I-Bank and the NJDOT.

“Maturity Date” means June 30, 2024, subject, however, to earlier or later maturity to the extent provided by each of the following: (i) subject to such earlier date that shall be the earlier of (A) the date that shall be the second anniversary of the date of issuance of this Note, in the event that, by such date, the construction contract relating to the Project has not been certified for funding pursuant to the Act, or (B) June 30 of the third State Fiscal Year following the State Fiscal Year during which the construction contract relating to the Project has been certified for funding pursuant to the Act, provided that such date is prior to June 30, 2024; (ii) subject to such earlier date as shall be determined by an Authorized Officer of the I-Bank in his or her sole discretion, which date shall be determined by such Authorized Officer of the I-Bank in his or her sole discretion, pursuant to a written certification thereof, as acknowledged and approved by an Authorized Officer of the Borrower, subject, in all events, to the rights and remedies of the I-Bank pursuant to, respectively, the provisions of Section 6 hereof and the provisions of Section 7 hereof in furtherance of the enforcement by the I-Bank of all covenants obligations of the Borrower hereunder, including, without limitation and in particular, the covenant obligation of the Borrower set forth in Section 3 hereof.

“New Jersey Transportation Bank” means the joint initiative of the I-Bank and the NJDOT to provide low-cost financing to qualified applicants with respect to the transportation projects that are identified in the Act.
“NJDOT” means the New Jersey Department of Transportation.

“Payment Date” means, as applicable: (i) the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, the date of such optional prepayment or acceleration; provided, however, that in all cases, a portion of the Principal and/or Interest shall be payable by the Borrower to the I-Bank prior to the Maturity Date as provided in Section 4 hereof.

“Principal” means the principal amount of the Loan, at any time being the lesser of (i) Dollars ($_________________), or (ii) the aggregate outstanding amount as shall actually be disbursed to the Borrower by the I-Bank, regardless of source, pursuant to one or more Loan Disbursement Requisitions, net of any repayments, which Principal shall be payable by the Borrower to the I-Bank (a) on the Maturity Date or (b) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be; provided, however, that in all cases, a portion of the Principal shall be payable by the Borrower to the I-Bank prior to the Maturity Date as provided in Section 4 hereof.

“Project” means the project of the Borrower for which the I-Bank is making the Loan to the Borrower, as such project is further described in Exhibit A-1 hereto; provided, however, that the description of the Project, as set forth in Exhibit A-1 attached hereto, may be supplemented by means of either (i) the substitution of a revised and updated Exhibit A-1 for the current Exhibit A-1 or (ii) the inclusion of an additional Exhibit A-1, in either case, promptly following the certification for funding pursuant to the Act of the remaining components of the Project, as applicable, such supplement to be undertaken by an Authorized Officer of the I-Bank.

“Repayment Schedule” means a Repayment Schedule as and if provided to the Borrower pursuant to Section 4(e) hereof.

“Short-Term Loan Program” means the short-term financing program of the I-Bank that is implemented pursuant to the New Jersey Transportation Bank for the purpose of making loans, such as this Loan, to qualifying applicants, such as the Borrower, for the purpose of undertaking transportation projects, such as the Project, that are identified in the Act.

“State” means the State of New Jersey.

SECTION 2. Representations of the Borrower. The Borrower hereby represents and warrants to the I-Bank as follows:

(a) Organization. The Borrower: (i) is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State; (ii) has full legal right and authority to execute, attest, issue and deliver this Note, to sell this Note to the I-Bank, and to perform its obligations hereunder; and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the issuance of this Note, the sale thereof to the I-Bank and the due performance of its obligations hereunder, and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.

(b) Authority. This Note has been duly authorized by the Borrower and duly executed, attested and delivered to the I-Bank by Authorized Officers of the Borrower. This Note has been duly issued by the Borrower and duly sold by the Borrower to the I-Bank, and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other similar laws or the application by a court of legal or equitable principles affecting creditors’ rights.

(c) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Borrower, (ii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iii) the authorization,
execution, attestation or delivery of this Note, (iv) the issuance of this Note and the sale thereof to the I-Bank, and (v) the Borrower’s ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note.

(d) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the issuance and sale of this Note to the I-Bank, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amounts due hereunder, and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Project or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Project or its properties or operations are subject. The Borrower has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the issuance and sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, and for the undertaking and completion of the Project (provided that, with respect to the undertaking and completion of the Project, such permits and approvals are obtainable by the Borrower as of the date hereof).

(e) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the representations of the Borrower set forth in this Section 2.

SECTION 3. Covenants of the Borrower.

(a) Compliance with Existing Laws and Other Terms and Conditions of the Transportation Bank Short-Term Loan Program; Participation in the Anticipated Financing Program. The Borrower covenants and agrees that it shall comply, at all times during the term of this Loan, with (i) the “Transportation Bank Terms and Conditions” that are attached hereto as Appendix I and made a part hereof (the “Terms and Conditions”), and (ii) the scheduling milestones that are set forth and defined in the “Project Schedule” that is attached hereto as Exhibit C and made a part hereof (the “Scheduling Milestones”). Further, the Borrower covenants and agrees that it shall undertake and complete in a timely manner (pursuant to and in satisfaction of a schedule determined and disseminated by the I-Bank) all conditions precedent identified by the I-Bank relating to (i) the participation by the Borrower in the Anticipated Financing Program, and (ii) the qualification by the Borrower for receipt of the Anticipated Long Term Loan.

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note (including, without limitation, the payment of the Administrative Fee in the amount and at the time as required by the provisions of Section 4(b) hereof), the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the I-Bank, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the I-Bank from State-aid otherwise payable to the Borrower.

(c) Disposition of the Project. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Project without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

(d) Financing With Tax-Exempt Bonds. The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project, in whole or in part, on a long-term basis with proceeds of I-Bank Bonds now or hereinafter
issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of
the Code (“tax-exempt bonds”). In furtherance of such long-term financing with tax-exempt bonds, the Borrower covenants that,
except to the extent expressly permitted in writing by the I-Bank, in its sole discretion, the Borrower will not take any action or
permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any
“private business use” within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the
Borrower, or (iii) to acquire any “nongovernmental output property” within the meaning of Section 141(d)(2) of the Code. In
addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of
Section 148(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower’s Project to be paid or reimbursed
with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury
Regulations §1.150-2.

(e) Operation and Maintenance of the Project. The Borrower covenants and agrees that it shall maintain its Project in
good repair, working order and operating condition, and make all necessary and proper repairs and improvements with respect
thereto.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and
accounts for its Project, separate and distinct from its other records and accounts, which shall be audited annually by an independent
registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Borrower
shall permit the I-Bank and any party designated thereby, at any and all reasonable times during construction of the Project and
thereafter, upon prior written notice, to examine, visit and inspect the property, if any, constituting the Project.

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of
direct physical loss, damage or destruction of its Project, in an amount that will satisfy all applicable regulatory requirements. The
Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional “named insured” on any
certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the
terms hereof in reliance upon each of the covenants of the Borrower set forth in this Section 3.

SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee.

(a) The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower
promptly after receipt by the I-Bank of a Loan Disbursement Requisition and the approval of such Loan Disbursement Requisition
by an Authorized Officer of the I-Bank or designee thereof, each such disbursement and the date thereof to be recorded by an
Authorized Officer of the I-Bank on the table attached as Exhibit A-2 hereto; provided, however, that the approval by the I-Bank
of any Loan Disbursement Requisition for disbursement pursuant to the terms hereof shall be subject to the terms, conditions and
limitations as set forth in Section 4(d) of this Note. It is expected that the proceeds of the Loan will be disbursed to the Borrower
in accordance with the schedule set forth in Exhibit C hereto, as Exhibit C shall be supplemented by an Authorized Officer of the
I-Bank by means of either a substitute Exhibit C or an additional Exhibit C, such supplement to be implemented concurrently with
the supplement to Exhibit A-1 hereto (as provided in the definition of “Project” as set forth herein). The latest date upon which
the Borrower may submit to the I-Bank a Loan Disbursement Requisition is the business day immediately preceding the date fixed
by the I-Bank for the sale of its I-Bank Bonds in connection with the Anticipated Financing Program, or such alternative date as
shall be identified by the I-Bank for the Borrower in writing.

(b) Notwithstanding the provisions of Section 4(a) to the contrary, the Borrower hereby acknowledges and agrees, as
follows: (i) to the extent that all or a portion of the Interest is funded by the Loan (as provided pursuant to Exhibit B hereto, as
Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof), payment of such Interest shall be
made to the I-Bank via one or more disbursements by the I-Bank hereunder, at the times and in the amounts, as and to the extent
provided in one or more written notices provided to the Borrower pursuant to the terms hereof by an Authorized Officer of the I-
Bank, and each such disbursement shall be recorded by an Authorized Officer of the I-Bank on the table attached as Exhibit A-2
hereto; and (ii) on the date of issuance of this Note, a disbursement shall be made and shall be recorded by an Authorized Officer
of the I-Bank on the table attached as Exhibit A-2 hereto in the amount recorded thereon, with such disbursement (and any
and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and purposes of this Note.

Date to the subsequent Payment Date. Each payment date set forth in such Repayment Schedule shall be a "Payment Date" for and shall pay Interest on each subsequent Payment Date, as calculated pursuant to this Loan Agreement, from the prior Payment calculated pursuant to this Loan Agreement, from the date of the Construction Completion Certificate to the first Payment Date, the date of the Construction Completion Certificate. In addition, on the first Payment Date the Borrower shall pay Interest, as "Repayment Schedule") as provided to the Borrower by an Authorized Officer of the I-Bank no more than thirty (30) days after Certificate. The Principal and Interest amounts due each May 1 and November 1 shall be set forth in a written schedule (the

(c) On the Maturity Date or, with respect to the payment of all or a portion of the Principal and/or Interest, on the applicable Payment Date(s) as and to the extent provided herein, the Borrower shall repay the Loan to the I-Bank in an amount equal to: (i) the Principal then due and owing pursuant to the provisions of this Note; (ii) the Interest then due and owing pursuant to the provisions of this Note; and (iii) any other amounts then due and owing pursuant to the provisions of this Note. The Borrower may prepay the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the I-Bank. Each payment made to the I-Bank shall be applied to the payment of, first, the Interest then due and payable, second, the Principal then due and payable, third, any late charges, and, finally, any other amount then due and payable pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the I-Bank later than the Maturity Date or the Payment Date, as the case may be, a late fee shall be payable to the I-Bank in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the Wall Street Journal on the Maturity Date or the Payment Date, as the case may be, to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law.

d) Notwithstanding the provisions of this Note to the contrary with respect to the funding, pursuant to Section 4(a) hereof, of any Loan Disbursement Requisition relating to all or any portion of the Project, the Borrower hereby acknowledges and agrees as follows: (i) the I-Bank shall not, and shall not be required to, commit funds, pursuant to the Short-Term Loan Program of the I-Bank, to any portion of the Project until such time as the particular portion of the Project in question has been certified for funding pursuant to the Act; (ii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to Section 4(a) hereof unless and until the portion of the Project to which such Loan Disbursement Requisition relates has been certified for funding pursuant to the Act; (iii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to Section 4(a) hereof unless and until the Appropriation Condition has been satisfied to an extent and in an amount that is sufficient to fund, in the aggregate, the particular Loan Disbursement Requisition in question and all prior Loan Disbursement Requisitions; (iv) the I-Bank has no obligation pursuant to this Note to make all or any portion of any Loan Disbursement Requisition disbursement pursuant to the provisions of Section 4(a) hereof if the Borrower lacks the authority to pay interest on this Note in an amount equal to the Interest Rate; and (v) the I-Bank has no obligation pursuant to this Note to make all or any portion of any Loan Disbursement Requisition disbursement pursuant to the provisions of Section 4(a) hereof if the Borrower has violated or otherwise failed to strictly comply with either (A) any one or more of the Terms and Conditions or (B) any one or more of the Scheduling Milestones.

(e) Notwithstanding any provision of this Note to the contrary, commencing on the first May 1 or November 1, that occurs two (2) months after the completion of the construction of the Project as evidenced by a Construction Completion Certificate, the Borrower shall be obligated to pay Principal and Interest calculated as of the date of the Construction Completion Certificate. The Principal and Interest amounts due each May 1 and November 1 shall be set forth in a written schedule (the "Repayment Schedule") as provided to the Borrower by an Authorized Officer of the I-Bank no more than thirty (30) days after the date of the Construction Completion Certificate. In addition, on the first Payment Date the Borrower shall pay Interest, as calculated pursuant to this Loan Agreement, from the date of the Construction Completion Certificate to the first Payment Date, and shall pay Interest on each subsequent Payment Date, as calculated pursuant to this Loan Agreement, from the prior Payment Date to the subsequent Payment Date. Each payment date set forth in such Repayment Schedule shall be a “Payment Date” for purposes of this Note.

SECTION 5. Unconditional Obligations. The direct, general obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan
repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the I-Bank to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the I-Bank or any other party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

SECTION 6. Events of Default. The following events shall constitute an “Event of Default” hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note, including, without limitation, strict compliance with the Terms and Conditions and the Scheduling Milestones (as required by the provisions of Section 3(a) hereof); (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; and (iv) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

SECTION 7. Remedies upon Event of Default. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the I-Bank to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby further acknowledges and agrees that (a) pursuant to the “New Jersey Infrastructure Bank Credit Policy”, adopted by the Board of Directors of the I-Bank, and as further amended and supplemented from time to time (the “Credit Policy”), during such time as an Event of Default has occurred and is continuing hereunder, the Borrower shall be ineligible for additional financial assistance from the I-Bank (including, without limitation, long-term financing through the Anticipated Financing Program), in addition to certain other consequences as set forth in the Credit Policy, and (b) to the extent that an Event of Default has occurred hereunder due to the failure of the Borrower to strictly comply with the Scheduling Milestones (as required by the provisions of Section 3(a) hereof), the Project shall be subject to a reduction in base ranking as and to the extent provided in the Financial Plan. The Borrower hereby agrees that upon demand it shall pay to the I-Bank the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the I-Bank pursuant to this Section 7 shall be applied first to pay any attorneys’ fees or other fees and expenses owed by the Borrower.

SECTION 8. Certain Miscellaneous Provisions. The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: [Name and Address of Borrower, Attention: Name of Authorized Officer]; and to the I-Bank at the following address: New Jersey Infrastructure Bank, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648-2201, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the
Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the I-Bank shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the I-Bank; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the I-Bank, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; and (h) whenever the Borrower is required to obtain the determination, approval or consent of the I-Bank pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion.

[The remainder of this page has been left blank intentionally.]
IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

[NAME OF BORROWER]

[SEAL]

ATTEST:

_______________________
Clerk

By: ______________________
   Mayor

By: ______________________
   Chief Financial Officer
EXHIBIT A-2

Loan Disbursements

<table>
<thead>
<tr>
<th>Date of Disbursement</th>
<th>Amount of Loan Disbursement</th>
<th>Amount of Interest Disbursement</th>
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<tbody>
<tr>
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APPENDIX F6

NEW JERSEY TRANSPORTATION BANK
PAYMENT REQUISITIONS INSTRUCTIONS

NEW JERSEY INFRASTRUCTURE BANK
(TRANSPORTATION)

NJIB Payment Requisition Instructions

1) Page 1:
   (a) Since Page 1 is a summary page, please sign and confirm this page after completing pages 5-7.
   (b) Confirm column 4 “Amount Requested This Period” with costs listed on Vendor Invoice Logs
   (c) Wire Transfer Box: Check box only if wire information has changed

2) Page 2:
   (a) Confirm accuracy of items [A-D]
   (b) Respond to statement [E-H]
   (c) Enter name of project engineer in item [I]

3) Page 3:
   (a) Respond to statements [I-L]
   (b) Sign and date where indicated

4) Page 4:
   (a) Leave field blank (to be filled out by I-Bank)

5) Pages 5-7:
   (a) List all requested invoices in their respective category table (Engineering, Building, Contingencies). Input amounts in the “Invoice Total” and “Allowable Portion” columns, leave “Approves Amount” blank (I-Bank use only)

6) Additional Documentation Required:
   (a) Each Requisition must be accompanied by supporting documentation demonstrating costs were incurred by the project sponsor. These include but are not limited to vendor invoices, contractor pay applications, etc.
   (b) An engineer’s certification of cost accuracy must be submitted with every Requisition (Sample form letter attached)

7) Requisition Submission:
   (a) All Requisition submissions are required to be uploaded in PDF using the following link: https://www.njib.gov/nj/Post+Award+Submissions.47

   All file names must begin with the I-Bank assigned project number starting with TB####

   Paper submissions will not be accepted
   Invoices without Project ID #s will be returned
**NEW JERSEY INFRASTRUCTURE BANK**  
(TRANSPORTATION)

## Requisition Form

<table>
<thead>
<tr>
<th>REQUISITION FORM</th>
<th>PAY REQUISITION NUMBER:</th>
</tr>
</thead>
</table>

**For Wire Transfer**

If wire instructions have changed; check box and email Katie Gaskill at KGaskill@njib.gov with new wire information. Please CC a senior administrative staff member.

<table>
<thead>
<tr>
<th>PERIOD COVERED</th>
<th>TO</th>
</tr>
</thead>
</table>

**Project Number:**

**Recipient Name and Address**

**Project Name:**

<table>
<thead>
<tr>
<th>CLASSIFICATIONS</th>
<th>TOTAL ORIGINAL ALLOWABLE COST</th>
<th>CUMULATIVE ADJUSTMENTS</th>
<th>ALLOWABLE COST PAID PRIOR TO THIS REQUEST</th>
<th>ALLOWABLE COST BALANCE PRIOR TO THIS REQUEST</th>
<th>AMOUNT REQUESTED THIS PAYMENT</th>
<th>NJIB APPROVED AMOUNT THIS PAYMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Engineering Fees</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>2. Building Costs</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>3. Contingencies*</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>4. Total Amount to be Disbursed (Sum of Lines 1-3)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**5. Percent Complete (Physical)**

**Certification**

I certify that, to the best of my knowledge and belief, the billed costs or disbursements are in accordance with the terms of the project, and that the reimbursement requested herein represents the New Jersey Infrastructure Bank share due which has not been previously requested, and that an inspection has been performed and all work is in accordance with the terms of the award.

**Signature of Authorized Certifying Official**

**Typed or Printed Name & Title**

**Date**

*Change Order Overages, Bond Counsel, Permits, Fuel Price Adjustments, Engineering Contract Amendments*
NEW JERSEY INFRASTRUCTURE BANK (I-BANK)

TRANSPORTATION BANK NOTE DISBURSEMENT REQUISITION

Name of Local Unit (the “Borrower”):
____________________________________________________________________________________

Project No.: __________________________

This requisition is made in accordance with Section 4 of the Transportation Bank Note.

The Borrower hereby states as follows:

[A]: This is Requisition No. __________

[B]: The amount requisitioned hereunder, subject to the approval of the I-Bank is

$ 0.00

(Carried over from SLP 101 form)

[C]: The person, firm or corporation to whom the amount requisitioned is due, or to whom a reimbursable advance has been made, is


[D]: The payee of the requisition amount is

____________________________________________________________________________________

[E]: The manner of payment to the payee is to be

☐ Wire Transfer ☐ Check

[F]: Attached hereto is a statement, copy of a bill, or other proof that the amount requisitioned hereunder is currently due or has been advanced by the Borrower. Y ☐ N ☐

[G]: The amount hereby requisitioned is an allowable Cost of the Project to be paid from amounts deposited in the I-Bank account. This amount is unpaid or unreimbursed and has not been the basis of any previous requisition. Y ☐ N ☐

[H]: On the date hereof, there does not exist any Event of Default under the Borrower’s Note nor any condition which, with passage of time or the giving of notice, or both, would constitute an Event of Default thereunder. Y ☐ N ☐

[I]: Annexed hereto is a certificate of ______________________________, Professional Engineer for the Project, certifying that the amounts requisitioned hereunder constitute proper Costs of the Project. Y ☐ N ☐
[J]: The amount requisitioned hereunder, together with all prior amounts disbursed under the Transportation Bank Note, does not exceed the amount permitted to be disbursed under the Transportation Bank Note. To the extent that it is discovered that the amount requisitioned hereunder, together with all prior amounts disbursed under the Transportation Bank Note, exceeds the amount permitted to be disbursed, the Borrower shall immediately, within one business day of such discovery, return any such excess amounts to the Trust.

[K]: The undersigned is an Authorized Officer of the Borrower duly authorized to submit this requisition.

[L]: The Borrower re-affirms that all representations made in its Transportation Bank Note are true and accurate as of the date of this requisition, that it shall continue to observe and perform all of its duties, covenants, obligations and agreements thereunder, and that it shall comply as determined by the I-Bank and as provided under the Transportation Bank Note with the requirement that it have funds available (if a municipality) or cash-on-hand (if an authority) to pay certain costs, at all times during the entire term of said Transportation Bank Note.

BORROWER: ____________________________________________

BY: ____________________________________________

(Signature)

______________________________________________

(Typed Name and Title)

DATED: _____________________________
I-BANK LOAN DISBURSEMENT REQUISITION

Based on our review of this requisition and the documentation submitted in support thereof, the undersigned approves such requisition and documentation for payment of a disbursement by the New Jersey Infrastructure Bank, in the following amount:

$ 0.00

NEW JERSEY DEPARTMENT OF TRANSPORTATION

By: _______________________________________
   Laine Rankin,
   Director
   Local Aid Division,
   New Jersey Department of Transportation

Dated: ____________________________

Based upon the above approval of the Department of Transportation of this requisition and the documentation submitted in support thereof, and based upon my review of this requisition and the documentation submitted in support thereof, and of the appropriate funds and accounts of the I-Bank relating to this Borrower’s Project, the undersigned approves a disbursement by the I-Bank in respect of the Loan, in the following amount:

$ 0.00

THE NEW JERSEY INFRASTRUCTURE BANK

By: ____________________________
   David E. Zimmer,
   Executive Director
   The New Jersey Infrastructure Bank

Dated: ____________________________
SAMPLE Borrower’s Summary Letter:

[Borrower Letterhead]

[DATE]

Mr. David Zimmer  
Executive Director  
New Jersey Infrastructure Bank (NJIB)  
3131 Princeton Pike  
Building 4 Suite 216  
Lawrenceville, NJ 08648-2201

RE: Requisition [#]  
Project TB[####-####]  
[Project Name]  
[Borrower Name]

Dear Mr. Zimmer:

Enclosed please find the following in support of Requisition [#] for the above-referenced project:

1. One (1) original Request Form;
2. One (1) vendor invoice log;
3. One (1) copy of the Engineer’s Certification of Eligible Expenses;
4. All Vendor Invoices and supporting documentation indicating amounts incurred to date;
5. One (1) copy of the Transportation Bank Change Order Form TB-2 (if applicable); and
6. A summary list of ineligible items (if applicable)

The [County/Municipality/Authority] requests that you review and process the enclosed documentation if you find it all satisfactory and in compliance with appropriate NJIB requirements.

The [County/Municipality/Authority] appreciates your anticipated assistance in this matter.

[Signature]  
[Title]

SAMPLE: Transportation Engineer’s Certification
[DATE]

Mr. George Rolon  
Construction Manager  
New Jersey Infrastructure Bank (NJIB)  
3131 Princeton Pike  
Building 4 Suite 216  
Lawrenceville, NJ 08648-2201

RE: Requisition [#]  
Project TB[####-####]  
[Project Name]  
[Borrower Name]

Dear Mr. Rolon:

Enclosed for your review and processing are the necessary disbursement requisition forms and associated backup documentation for the above referenced project.

I hereby certify, to the best of my knowledge and belief, that the amounts requested are reasonable and consistent with the work actually performed on the project.

I trust this information is sufficient for your needs, however if you have any questions or need more information, please contact me at (XXX) XXX-XXXX.

Signature of Engineer
CHANGE ORDER NUMBER - ____

<table>
<thead>
<tr>
<th>Project</th>
<th>Municipality</th>
<th>County</th>
<th>Contractor</th>
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</table>

In accordance with the Project Supplementary Specification, the following are changes in the contract. Location and Reason for Change  (Attach additional sheets if required)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Quantity (+/-)</th>
<th>Unit Price</th>
<th>Amount</th>
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</thead>
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</table>

Amount of Original Contract $__________________________
Adjusted amount Based on Change Orders $__________________________
Extra $__________________________
Supplemental $__________________________
Reduction $__________________________
Total Change $__________________________
% Change in Contract [(+ Increase or - Decrease]

% ____________________

(Engineer) (Date) (District Manager) (Bureau of Local Aid) (Date)

(Presiding Officer) (Date)

(Contractor) (Date)

(Submit four (4) copies to Xxxxxxxxxxxxxxxxxx)
New Jersey Infrastructure Bank

Address: 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, NJ 08648
Phone: (609) 219-8600  Fax: (609) 219-8620  Web Site: www.njib.gov
FaceBook: https://www.facebook.com/njibank  Twitter: https://www.twitter.com/njibank