

**DEPARTMENT OF THE TREASURY  
DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION  
REQUEST FOR PROPOSAL**

**DPMC PROJECT NO.:** P1104-00  
**Project Description:** Boundary Surveys for Land Acquisition  
Various Parcels (Area 1)  
Sayreville Borough, Middlesex County, NJ

**Firms:**

Langan Engineering & Env. Serv .....	Waypoint t/a Lippincott & Jacobs
Stout & Caldwell Engineers .....	KS Engineers
George C. Stewart Associates .....	R. W. Lee Surveyor
Johnson, Mirmiran & Thompson .....	Partner Assess. dba Partner Eng.
Maser Consulting.....	Cranmer Engineering
Najarian Associates.....	Omland Engineering Associates
Paulus, Sokolowski & Sartor.....	Carroll Engineering
Dykstra Associates	

**Deadline for Consultant Questions: NO LATER THAN 12:00 NOON, Thursday, November 7, 2013**

**Proposal Due Date: NO LATER THAN 2:00 PM, Thursday, November 21, 2013**

This confirms that your firm was selected from the list of pre-qualified firms in your discipline/specialty category and is invited to submit a proposal for this project. **Attached is the Consultant Proposal Package for this project. The Scope of Work is available on the Division's website at [www.state.nj.us/treasury/dpmc](http://www.state.nj.us/treasury/dpmc).**

The deadline for consultant questions is no later than 12:00 Noon, Thursday, November 7, 2013. Questions shall be submitted to James McKenna, Assistant Deputy Director, Project Planning & Initiation via email at [james.mckenna@treas.state.nj.us](mailto:james.mckenna@treas.state.nj.us) or fax at (609) 984-1750. Responses to all questions will be forwarded via email to all firms and posted to the DPMC website.

**Please submit an original and three (3) copies of the proposal to:**

Department of Treasury  
Division of Property Management and Construction  
Contracts & Procurement Unit  
33 West State Street, 9th Floor, Plan Room  
Attention: Catherine Douglass  
P.O. BOX 034  
Trenton, New Jersey 08625-0034

**IMPORTANT: PROPOSALS SUBMITTED AFTER THE 2:00 PM DEADLINE WILL NOT BE ACCEPTED**

Subsequent to receipt of this Consultant Proposal Package and the Scope of Work, should your firm decide not to submit a proposal for this project, please notify Catherine Douglass at (609) 777-3094 or fax (609) 777-1970 (email address: [catherine.douglass@treas.state.nj.us](mailto:catherine.douglass@treas.state.nj.us) as soon as possible so another firm can be contacted to participate.

*Catherine M. Douglass*

*10/31/13*

\_\_\_\_\_  
Consultant Selection Coordinator

\_\_\_\_\_  
Date

c: R. Ferrara  
Consultant Selection Committee Members

STATE OF NEW JERSEY  
DEPARTMENT OF TREASURY  
DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION  
P.O. BOX 034, TRENTON, NJ 08625-0034

PROJECT: P1104-00  
BOUNDARY SURVEYS FOR LAND ACQUISITION  
VARIOUS PARCELS (AREA 1)  
SAYREVILLE BOROUGH, MIDDLESEX COUNTY, NJ

DATE: NOVEMBER 20, 2013

**ADDENDUM "B"**

This ADDENDUM is issued for the purpose of clarifying and amending certain requirements of the Scope of Work as noted hereinafter, and is hereby made part of and incorporated in the Consultant's Contract. The consultant is to consider these matters when preparing their technical and fee proposals for this project. Unless specifically noted or specified hereinafter, all work shall comply with the applicable provisions of the Contract.

- 1) Paragraph VI.B.8 (on page 8) of the Scope of Work dated October 10, 2013 is deleted in its entirety.
- 2) As per Scope of Work dated October 10, 2013, Paragraph "VI. A. General Survey Requirements", Survey Consultants are required to comply with Paragraph "5.2 Notification of Parties and Surveyors' Right of Entry" of DEP's Green Acres Program "Scope of Survey Services and Standard Detail Requirements", dated July 1, 2013.
- 3) The State shall provide copies of the "Title Report" for all properties identified in the Scope of Work to the Survey Consultant awarded this contract.

**THE DUE DATE FOR SUBMITTAL OF TECHNICAL PROPOSALS FOR THIS PROJECT IS  
2:00 PM, TUESDAY, NOVEMBER 26, 2013**

**End of Addendum "B"**

STATE OF NEW JERSEY  
DEPARTMENT OF TREASURY  
DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION  
P.O. BOX 034, TRENTON, NJ 08625-0034

PROJECT: P1104-00  
BOUNDARY SURVEYS FOR LAND ACQUISITION  
VARIOUS PARCELS (AREA 1)  
SAYREVILLE BOROUGH, MIDDLESEX COUNTY, NJ

DATE: NOVEMBER 13, 2013

**ADDENDUM "A"**

This ADDENDUM is issued for the purpose of clarifying and amending certain requirements of the Scope of Work as noted hereinafter, and is hereby made part of and incorporated in the Consultant's Contract. The consultant is to consider these matters when preparing their technical and fee proposals for this project. Unless specifically noted or specified hereinafter, all work shall comply with the applicable provisions of the Contract.

**Responses to Consultant Questions (Responses are in Italics)**

**Questions submitted by Cranmer Engineering:**

- 1. Will the individual surveys detailed within the scope of work be subject to the Green Acres Three Monument Minimum described below or will iron pins with caps be acceptable?**

**5A-1.6 Three Monument Minimum**

To maintain the coordinate system for potential future surveys or re-surveys, the Contractor shall set a minimum of three monuments for corner markers, visible from one to another if at all possible, at each grouping of contiguous parcels that constitute a project area. The NJPCS Northing and Easting values must be stated for each of the three monuments set under this provision. It is highly preferred that one new set monument be selected as a description point of beginning for which the NJPCS Northing and Easting values must be stated. If the corner selected to be the Description Point of Beginning was found previously marked, then a monument must be set on an alternate corner to maintain the three monument minimum requirement. If all original corner markers are found undisturbed, concrete monuments shall be set as line markers and added as accessories to those corners to fulfill the requirement for three new monuments. If original undisturbed corner markers are found within 1.5 feet of the record location, the corner is considered marked by a monument pursuant to the "Recordation Law". A detail of the relation of the found mark to the calculated corner must be provided. If the marker is greater than 1.5 feet from the calculated corner, an additional marker may be set at the surveyed corner. Do not replace corner markers that are found or markers considered Monuments under the "Recordation Law".

**Response:** *Individual lots are not subject to the 3 monument minimum unless they are not contiguous to any other surveyed properties within this scope of work or if they are not contiguous to other properties already owned by NJDEP. Contiguous groups of lots forming a larger continuous acquisition area are subject to the three monument requirement. Individual lots within contiguous areas of acquisition do not need markers (monuments or pins) on lines that will ultimately be interior to the acquisition.*

2. Will a full title report and record deed be provided for the individual lots detailed within the scope of work, prior to the beginning of the survey work?

*Response: Yes, the State will provide title reports and deeds for the individual lots.*

3. Will gores and overlaps be subject to the Green Acres regulations described below?

**3D-1.1 Record Gore Areas**

A gore between adjoining deeds may be the result of a true vacancy dating back to a conveyance out of the Board of Proprietors of Eastern or Western Divisions of New Jersey. Deed gores are to be defined by bearings, distances, and area, both on the survey plan and in a separate metes and bounds description, with references to tax lot and block numbers. A separate metes and bounds description of the gore area with appropriate copies shall be prepared in every case to provide NJDEP the opportunity to obtain a quit claim deed to the gore area from the Board of Proprietors or the sellers and the adjoiners as appropriate. The gore area shall be drawn on all survey plans of lots being surveyed. This description shall agree with the results of the survey plan to which it refers in every particular, and for that reason, the description must not include any information that does not appear either graphically or in a factual note on the survey plan. A reduced copy of the survey plan (8-1/2" by 11") must also be attached to each copy of the description.

**3D-1.2 Record Overlap Areas**

Areas of deed description overlaps are to be defined by mathematical survey expressions and area, both on the survey plan and following a qualifying clause in the metes and bounds description of the property, with references to tax lot and block numbers stated. The overlap area shall be drawn on all adjoining survey plans of lots being surveyed. The overall metes and bounds description of a property shall agree with the results of the survey plan to which it refers in every particular, and the overlap area shall be described by metes and bounds following a qualifying clause (i.e. "subject to an overlap..."). The area of overlap shall also be stated for each Tax Block and lot, so that the net area of each surveyed lot is known and stated both on the plan and in the corresponding metes and bounds description. The description must not include any information that does not appear either graphically or in a factual note on the survey plan. A reduced copy of the survey plan (8-1/2" by 11") must also be attached to each copy of the description.

*Response: Yes.*

**Questions submitted by Partner Engineering and Science, Inc.:**

- Are the 170 lots confirmed at this time, could there be more or less as the project unfolds?

*Response: There are 170 lots with 143 property owners. There will be no properties added to or taken from the list.*

- How many contracts will be awarded for this work?

*Response: One (1) contract will be awarded for this work.*

- When is a notice to proceed expected to be given?

*Response: Notice to proceed shall be issued immediately after contract award. Contract award is preliminarily projected for mid-December 2013.*



- Are there any M/WBE requirements?

**Response:** *No, there are no MBE or WBE requirements on this contract.*

- Will title commitments be provided for each of the lots?

**Response:** *Yes, the State will provide title reports and deeds for the individual lots.*

- Since this is known as “Area 1”, do you anticipate other areas in the future?

**Response:** *Yes, we anticipate a minimum of two other areas in the near future.*

- If a consultant is currently part of the RREM program administered by the DCA, will they be considered for this work as well?

**Response:** *Yes*

- If the properties are being demolished and returned to their natural state, what is the rationalization for property corners on each individual lot?

**Response:** *There is NOT a requirement for corners to be set on each individual surveyed lot if the properties within this scope of work are contiguous to each other and/or to other lands already owned by NJDEP. Only isolated properties must have all corners set.*

- Has any aerial mapping been obtained for the project site?

**Response:** *To our knowledge, there is no post Sandy aerial mapping for this area. There is 2012 aerial photography available online through the NDEP GIS (NJ GeoWeb) at <http://www.state.nj.us/dep/gis/newmapping.htm>*

- If all of the features are being demolished, can aerial mapping be utilized to show existing planimetric features?

**Response:** *No. The scale of aerial photography is not adequate to determine if there are encroachments from adjoining properties that must be addressed prior to both acquisition and demolition. It is important for the State to have more accurate and precise information about the existence and extent of encroachments than what aerial imagery can provide.*

- Are there any remnant utility easements that might remain across any of the lots?

**Response:** *We have not reviewed the property deeds in detail to determine what easements may exist. This is a residential area serviced by utilities so it is highly likely that some easements do exist.*

- Since this project will likely take place during the winter months, what allowance will be made due to weather delays?

**Response:** *Delays to the project schedule due to weather will be addressed on a day for day basis. The contract will be amended accordingly.*

**THE DUE DATE FOR SUBMITTAL OF TECHNICAL PROPOSALS FOR THIS PROJECT  
REMAINS 2:00PM, THURSDAY, NOVEMBER 21, 2013**

**End of Addendum “A”**

# CONSULTANT PROPOSAL PACKAGE



STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION  
33 WEST STATE STREET, 9TH FLOOR  
P. O. BOX 034  
TRENTON, NEW JERSEY 08625-0034

# CONSULTANT PROPOSAL PACKAGE - INSTRUCTIONS

## I. CONTENTS

This Consultant Proposal Package contains the following documents:

- (a) **Request for Proposal (Cover Letter and Instructions)**
- (b) **Key Team Member Project Experience Data Sheet**
- (c) **Project Key Personnel List**
- (d) **Sample Technical Proposal Evaluation Form**
- (e) **Professional Services Fee Proposal**
- (f) **Consultant Task/Labor/Fee Sheet**
- (g) **Sub-Consultant Task/Labor/Fee Sheet**
- (h) **Scope of Work (Available on the DPMC website at [www.state.nj.us/treasury/dpmc](http://www.state.nj.us/treasury/dpmc))**
- (i) **Agreement Between the State of New Jersey and the Consultant & General Conditions to the Consultant Agreement**

## II. GENERAL INFORMATION

The proposal submitted by each consultant will be in two parts:

1. Technical Proposal (ONE ORIGINAL PLUS 3 COPIES)
2. Fee Proposal (ONE ORIGINAL PLUS 3 COPIES)

Both proposals must be submitted in one envelope. However, the entire fee proposal is to be placed in a **separately sealed envelope** marked "Fee Proposal" with the Division's project number indicated on the envelope.

## III. TECHNICAL PROPOSAL

The Technical Proposal package, which must be completed by the Consultant and returned, consists of the following:

- (a) **Cover letter and Firm/Project Team experience**
- (b) **Organization Chart**
- (c) **Resumes of Key Team Members**
- (d) **Key Team Members Project Experience Data Sheet (form enclosed)**
- (e) **Project Key Personnel List (form enclosed)**
- (f) **Project Approach**
- (g) **Project Schedule**
- (h) **Certificate of Employee Information Report**
- (i) **Certification of Public Law 2005, Chapter 92**

Please ensure that all the above items are addressed in the order presented here in your technical proposal. A sample of the "Technical Evaluation Form" is included in the package for your information. Each firm's technical proposal will be evaluated on the criteria listed on this form to determine your firm's ability to successfully complete the project.

You may include any photos, graphics, etc., that relate to your firm's past experience and qualifications for this project; however, please keep your proposal as concise as possible.

### Consultant/Sub-Consultant Prequalification

Consultants are randomly selected from the list of firms pre-qualified with the Division of Property Management & Construction (DPMC) in the discipline(s)/specialty category (ies) required for the successful completion of the project as described in the Scope of Work.

Consultants must have in-house capabilities or Sub-Consultants to perform all other prequalified architectural, engineering and/or specialty discipline work as described in the project Scope of Work. All Sub-Consultants must be appropriately pre-qualified with the DPMC in the specific discipline/specialty category for the work to be performed on the project. A listing of all the prequalified disciplines can be found on DPMC's website at [www.state.nj.us/treasury/dpmc](http://www.state.nj.us/treasury/dpmc).

Consultants and Sub-Consultants must be pre-qualified in the required discipline/specialty category by the **due date of the project proposal**. If, upon review of the proposal, Consultants/Sub-Consultants are determined to be without the appropriate pre-qualification for a particular discipline(s), the proposal will be deemed non-responsive. All Joint Venture firms must be separately pre-qualified in the Land Surveying discipline.

(a) **Cover Letter and Firm Experience**

Limit your description of your firm's experience to approximately five projects similar in scope, complexity, construction cost, etc. If sub-consultants are proposed for this project, include their relative experience as well.

(b) **Organization Chart**

The organization chart should include all of the key team members, including sub-consultants (if appropriate), their titles for this project and the firms they represent. For the purpose of this contract, a "key person" is a principal, partner or officer of the firm, project executive, project manager, senior designer or other person represented in the technical proposal as having a responsible role in the successful completion of this project and generally spending 20% or more of their time on any phase of the project.

(c) **Resume**

Include a resume of each key team member.

(d) **Key Team Member Project Experience Data Sheet (Form provided)**

Complete one form for each key team member. Reproduce this form as needed. List the requested information for past projects that are similar in scope to this project.

(e) **Project Key Personnel List (Form provided)**

Complete one sheet providing the information requested and continue on to another sheet only if needed. Do not prepare a separate sheet for each sub-consultant.

Based upon a 40-hour workweek, indicate generally the percentage of time each key person will spend on this project at each phase.

The wage level (1-7) you provide in the right hand column will indicate the level of personnel expertise dedicated to each project phase, thereby assisting the evaluators in their technical evaluations. **Do not include the hourly rates**; only provide the appropriate number 1 thru 7 which reflects the qualification level of the team members. (see attachment 1, "Personnel Levels")

(f) **Project Approach**

Describe your firm's approach to completing the project in accordance with the Scope of Work.

(g) **Project Schedule**

This section must include a bar chart schedule, indicating major project milestones. You may also include a narrative, explaining any techniques you plan to use to meet or reduce the project's proposed schedule.



**(h) Certificate of Employee Information Report**

Pursuant to N.J.A.C. 17:27-1.1 et. seq., all firms contracting with the State of New Jersey must comply with P.L. 1975, c 127, regarding non-discrimination in employment. For your information, a copy of "Exhibit A" detailing these requirements has been attached. Also attached for your information is the State contract policy with respect to the Americans With Disabilities Act.

All firms contracting with the State of New Jersey must provide a copy of the firm's Certificate of Employee Information Report, issued by the NJ Division of Contract Compliance & Equal Employment Opportunity. Please attach a copy of this certificate within your technical proposal.

The application form for the Certificate of Employee Information Report is form AA302 and may be obtained from the Div. of Contract Compliance & EEO's web page which is "[http://www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/)"

**NJ Department of the Treasury  
Division of Contract Compliance & EEO  
P. O. Box 209  
Trenton, NJ 08625-0209  
Phone: 609-292-5475  
FAX: 609-984-4023 or 609-292-1102**

Please make sure the form is filed with the above agency, and include a copy of the form within your technical proposal.

**(i) Certification of Public Law 2005, Chapter 92  
Formerly: Executive Order 129**

In accordance with Public Law 2005, Chapter 92 (N.J.S.A. 52:34-13.2 et seq., superseding Executive Order 129 (2004)) all bidders submitting a proposal shall be required to submit a Source Disclosure Certification that all services will be performed in the United States. The bidder shall disclose the location by country where services under the contract will be performed and any subcontracting of services under the contract and the location by country where any subcontracted services will be performed.

**IV. FEE PROPOSAL**

The Fee Proposal package consists of the following:

- (a) Professional Services Fee Proposal (Cover Sheet)**
- (b) Consultant Task/Labor Sheet**
- (c) Sub-consultant Task/Labor Sheet (if needed)**
- (d) Certificates of Required Insurance Coverage**
- (e) Copies of "Proof of Business Registration Certificate," issued by the NJ Division of Revenue, for your firm and any sub-consultants.**
- (f) MacBride Principle Compliance Certification (form attached)**
- (g) Investment Activities in Iran (form attached)**

**(a) Professional Services Fee Proposal (Form provided)**

This document is the cover sheet of your fee proposal. Fill in the dollar amount from your completed task/labor sheets. If you are not using any sub-consultant on this project enter "N/A" on this line. Do not leave any blanks.

The consultant will be responsible for all work requested by the Division in the "Allowance" section of the Scope of Work such as materials testing during construction,

surveys, soil test borings, water flow test, electrical tests, geotechnical investigations, etc. If the dollar amount of the allowance is not provided by the Division, you must anticipate all associated costs for this work and include the amount on the line entitled "Allowance for Work Specified by the Division" on the Fee Proposal form. If no allowances are requested by the Division, this line will be marked "N/A."

You may also include an allowance for any additional investigation survey work or testing which may require the hiring of various contractors to verify "as-built" or existing conditions. If the SOW does not provide for these services but you consider them to be necessary to the success of this project, describe them in your project approach narrative and include your recommended allowance on the line entitled "Allowance Proposed by Consultant." Contractors (Tradesmen) hired by your firm to do the work directly under your supervision do not need to be pre-qualified by the Division. If you have no additional recommended allowance, enter "N/A" on this line. Do not leave any blanks.

(b) **Consultant Task/Labor Fee Sheet**  
(c) **and Sub Consultant Task/Labor/Fee Sheet (Form provided)**

Your proposal is based upon a lump sum amount for all professional services indicated and includes all required site visits, office support and reproduction expenses.

It is your responsibility to ensure that your sub-consultants participate in all appropriate phases of the project. Therefore, you must anticipate the amount of hours required by your sub-consultants for each project phase (including attendance at the various design and construction job meetings, site visits, close out activities, etc.). These hours of effort must be determined by you from the Project's Scope of Work and must be included on the "Consultant Task/Labor/Fee Sheet" for each sub-consultant identified. The hours of effort for each project phase or task by discipline submitted on the Task/Labor Tally Sheet will be used by the Selection Committee in their evaluation of your fee proposal.

During the project, the only tasks that will be monitored for actual hours spent on this project and subject to audit are those tasks or deliverables that are clearly delineated in the SOW, such as attendance at a specific number of meetings, site visits or the submission of the proper number of contract documents specified.

Include the reproduction costs by phase on this form. These costs are included in your lump sum fee and therefore will not be treated as a reimbursable expense.

If you are not using sub-consultants on the project, do not submit the Sub-Consultant form.

(d) **Required Insurance Certificates**

During the project, your firm is required to secure and maintain in force insurance coverage for: Comprehensive General Liability, Comprehensive Automobile Liability (if applicable), Workers Compensation, and Professional Liability. Proof of this coverage must be submitted with your fee proposal. See the attached "Insurance Requirements" excerpt from the "General Conditions to the Consultant Agreement."

Check the lower left hand corner of the "Professional Services Fee Proposal Form" for the required Professional Liability insurance limits for this contract to make certain that your policy meets the limits.

(e) **Revenue Certificate**

Copies of "Proof of Business Registration Certificate", issued by the NJ Division of Revenue for your firm and any sub-consultants.

- (f) **MacBride Principles Certificate**  
Complete form, sign and date
  
- (g) **Investment Activities in Iran**  
Complete form, sign and date

## V. **SUBMISSION**

When all of the above fee proposal items are completed, place an original and three copies of the fee proposal in the separately sealed envelope provided marked "Fee Proposal" with the project number indicated on the envelope. This envelope should then be enclosed in another envelope containing the Technical Proposal and sent to the address noted on the "Request for Proposal". **DO NOT INCLUDE ANY FEE INFORMATION IN YOUR TECHNICAL PROPOSAL. ONLY INCLUDE THE HOURLY WAGE RATE LEVELS ON THE "PROJECT KEY PERSONNEL LIST" IN YOUR TECHNICAL PROPOSAL. INCLUSION OF FEE INFORMATION WITHIN THE TECHNICAL PROPOSAL WILL RESULT IN THE REJECTION OF THE CONSULTANT'S ENTIRE SUBMISSION.**

## VI. **EVALUATION, NEGOTIATION AND AWARD**

Subsequent to the evaluation and ranking of the technical proposals by the Selection Committee, the fee proposals will be opened and negotiations, if necessary, will begin with the technically ranked number one firm. Once the final fee proposal for this project is accepted, the DPMC Contracting Officer will award the contract to the firm considered to offer the best value to the State.

Upon award, the successful firm will receive a "Notice of Award/Notice to Proceed" letter from the DPMC Assistant Deputy Director and the unsuccessful firms will receive letters informing them of the award.

### Public Law 2005, Chapter 51

In accordance with Public Law 2005, Chapter 51 (formerly Executive Order 134), all consultants with which the State intends to contract must complete and submit the "Contractor Certification and Disclosure of Political Contributions" form (Form DPPc51, copy and instructions attached). If your firm is selected for this project, prior to contract award, you must submit this information for your firm as a business entity, as well as for each principal of your firm who owns or controls 10% or more of a business entity or 10% or more of its stock in the case of a corporation for profit. For a sole proprietorship, one form encompassing both owner and firm will suffice.

The successful consultant must also adhere to all continuing obligations contained in this law regarding contributions and disclosures as required. For more information on Public Law 2005, Chapter 51, please visit the website: <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>

### Notice of Executive Order 125 Requirement for Posting of Winning Proposal and Contract Documents

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

The contract being bid out pursuant to this RFP is subject to the requirements of Executive Order No. 125. Accordingly, pursuant to the Executive Order 's requirements, the OSC intends to post a copy of the contract, including the RFP, the winning bidder's proposal and other related contract documents for the above contract on the Sandy Transparency website.

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

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

After the contract is awarded, all firms are welcome to review the proposals and evaluation documents regarding this project. Firms can schedule this review by contacting the Consultant Selection Coordinator for this project in advance for an appointment to review the documents.

## **VII. REVISIONS/CHANGES**

Your firm will be notified of any revisions, changes or additions to this Request for Proposal, Consultant Proposal Package and/or project Scope of Work prior to the due date for the Technical and Fee Proposals.

**ATTACHMENT 1**  
**PERSONNEL LEVELS**

**LEVEL 7**

**Title:** **Principal, partner or officer of the firm**  
**Duties:** Overall responsibility for the legal, technical and financial obligation of the firm.

**Qualifications:** Current License in applicable discipline, if required by law.  
**Experience:** N/A

**LEVEL 6**

**Title:** **Project Executive**  
**Duties:** Under direct leadership of principal, controls project scheduling and management.

**Qualifications:** Current license in applicable discipline, if required by law.  
**Experience:** N/A

**LEVEL 5**

**Title:** **Project Manager**  
**Duties:** Under direction of Project Executive, directs day-to-day operations of the project, scheduling deadlines, group work activities, etc.

**Qualifications:** BA, BS degree or equivalent experience.  
**Experience:** Minimum 7 years.

**LEVEL 4**

**Title:** **Senior Designer; Senior Engineer**  
**Duties:** Under supervision of Project Manager, reviews project elements to conform to project requirements, directs designer and others on projects.

**Qualifications:** BA, BS degree or equivalent experience.  
**Experience:** Minimum 5 years

**LEVEL 3**

**Title:** **Designer; Abatement Service Technician**  
**Duties:** Under supervision of Designer or Engineer takes designed systems and layout data and sketches and translates into usable information on construction documents or feasibility studies.

**Qualifications:** BA, BS degree or equivalent experience; AST certification, if required.  
**Experience:** Minimum 3 years

**LEVEL 2**

**Title:** **Designer/Draftsperson**  
**Duties:** Takes simple systems and layout data and sketches and translates into usable information; performs drafting as required for construction documents, etc.

**Qualifications:** High School Graduate, Technical School, or equivalent, with courses in discipline.  
**Experience:** Minimum 3 years direct work experience within discipline.

**LEVEL 1**

**Title:** **Draftsperson**  
**Duties:** Performs all entry level tasks: Assembles tracings for review, printing; keeps logs of tracings, shop drawings; performs tracing and drafting chores, etc.

**Qualifications:** High School Graduate, Technical School or equivalent with courses in discipline.  
**Experience:** N/A



## MAC BRIDE PRINCIPLES COMPLIANCE CERTIFICATION

*Pursuant to Public Law 1995, c.134, a responsible consultant selected, after public bidding, by the Director of the Division of Property Management and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a consultant who would otherwise be awarded a contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the contract or agreement to another consultant who has completed the certification and has submitted a fee proposal within five (5) percent of the most advantageous fee proposal. If the Director finds the consultant to be in violation of the principles which are the subject of this law, he shall take such action as may be appropriate and provided for by law, rule or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the consultant in default and seeking debarment or suspension of the consultant.*

I certify, pursuant to N.J.S.A. 52:34-12.2, that the entity for which I am authorized to bid:

\_\_\_\_\_ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

\_\_\_\_\_ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

---

Signature of Consultant

Dated:

# AMERICANS WITH DISABILITIES ACT

## State Contract Language

### Equal Opportunity for Individuals with Disabilities

The CONTRACTORS and the STATE do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et, seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the STATE's grievance procedure, the CONTRACTOR agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE, or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the STATE of its representatives.

It is expressly agreed and understood that any approval by the STATE of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the STATE pursuant to this paragraph.

It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR's obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the STATE from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public

agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

# KEY TEAM MEMBER PROJECT EXPERIENCE DATA SHEET

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

FIRM \_\_\_\_\_

PROJECT TITLE LOCATION AND TOTAL CONSTRUCTION COST OR FEE	A/E OF RECORD FOR THIS REFERENCED PROJECT	SPECIFIC TYPE OF WORK EXPERIENCE (STUDY, SCHEMATIC, CONSTRUCTION ADMINISTRATION)	TEAM MEMBERS SPECIFIC ROLE OR TITLE ON THE REFERENCED PROJECT	DURATION OF TEAM MEMBERS INVOLVEMENT OF THE REFERENCED PROJECT ( IN MONTHS)	% OF TIME DURING DURATION BASED UPON A 40 HOUR WEEK	DATES OF THE TEAM MEMBERS INVOLVEMENT IN THE REFERENCED PROJECT	CLIENT NAME CONTRACT PERSON AND PHONE NUMBER

\* A KEY TEAM MEMBER IS A TECHNICAL OR MANAGEMENT PERSON DEVOTING 20% OR MORE OF THEIR TIME TO ANY PHASE OF THE PROJECT



FIRM NAME	KEY PERSONNEL & TITLE	PERCENTAGE OF TIME ASSIGNED TO PROJECT	
		SURVEY SERVICES	HOURLY WAGE LEVEL 1-7

INSERT THE WAGE LEVEL FROM 1 TO 7 OF EACH KEY PERSON. **DO NOT** INSERT ANY HOURLY RATE

## Routine Contract Technical Proposal Evaluation

PROJECT: Boundary Surveys for Land Acquisition  
Various Parcels (Area 1), Sayreville Borough

DPMC NUMBER: P1104-00

FIRM: Dykstra Associates

RETURN BY: 12 Noon, 12/4/13

<b>CRITERIA</b> <i>Provide comments in each criteria area to justify point score</i>	<b>MAX. POINTS</b>	<b>POINTS</b>
<i>PROJECT TEAM/ORGANIZATION</i>	30	
<i>TEAM EXPERIENCE ON SIMILAR PROJECTS</i>	30	
<i>PROJECT APPROACH</i>	30	
<i>PROJECT SCHEDULE</i>	10	
<b>FINAL SCORE</b>		<input style="width: 50px; height: 30px;" type="text"/>

1
2
3  
 \_\_\_\_\_  
 EVALUATOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RECEIVED & RECORDED BY

\_\_\_\_\_  
DATE

**PROFESSIONAL SERVICES FEE PROPOSAL  
DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION**

THIS FEE PROPOSAL TO BE RETURNED  
IN A SEPARATELY SEALED ENVELOPE TO:

DATE: November 6, 2013  
PROJECT NO.: P1104-00

***Division of Property Management & Construction  
33 WEST STATE ST 9TH FLOOR, PLAN ROOM  
P.O. Box 034  
Trenton, NJ 08625-0034  
Attention: CATHERINE DOUGLASS***

**THIS PROPOSAL DUE DATE, NO LATER THAN 2:00 PM, WEDNESDAY, NOVEMBER 6, 2013**

FIRM NAME \_\_\_\_\_

THE UNDERSIGNED PROPOSES TO PROVIDE ALL PROFESSIONAL SERVICES AS STATED  
IN THE REQUEST FOR PROPOSAL AND SCOPE OF WORK

CONSULTANT SURVEY SERVICES	\$ _____
SUB CONSULTANT SURVEY SERVICES	\$ _____
TOTAL LUMP SUM FEE FOR SURVEY SERVICES	\$ _____
CORNER MARKER SETTING ALLOWANCE	\$ _____
<b>TOTAL CONTRACT AMOUNT</b>	<b>\$ _____</b>

**FOR 60 DAYS AFTER THE DUE DATE.**

**Signature and Title of Principle or Individual of the firm authorized to sign contractual documents:**

*Signature of the consultant below attests that the Consultant has read, understands and agrees to all terms, conditions and specifications set forth in the Request for Proposal (RFP) and Consultant Proposal Package.*

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witness Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**ATTACH PROOF OF REQUIRED INSURANCE COVERAGE**

See attached requirements per "General Conditions to Consultant Agreement" Section 27, pp. 18-19

**PROFESSIONAL LIABILITY INSURANCE**  
(\$100,000 MIN LIMIT/\$25,000 MAX DEDUCTIBLE)

**CONSULTANT TASK/LABOR/FEE SHEET**

Project # P1104-00

Project Name: Boundary Surveys for Land Acquisition, Various Parcels (Area 1)

Project Location: Sayreville Borough, Middlesex County, NJ

A/E:

PROJECT PHASE OR TASK	CONSULTANTS LEVEL OF EFFORT IN HOURS/FEE							REPROD. COST PER PHASE INCLUD. SUB CONSULTANT DOCUMENTS	TOTALS		
	LEVEL	7	6	5	4	3	2		1	PER TASK HOURS	\$ AMOUNT
SURVEY SERVICES	*HOURLY RATE	\$	\$	\$	\$	\$	\$	\$	\$	\$	
	HOURS AMOUNT	\$	\$	\$	\$	\$	\$	\$	\$	\$	
	HOURS AMOUNT	\$	\$	\$	\$	\$	\$	\$	\$	\$	
TOTAL	HOURS AMOUNT	\$	\$	\$	\$	\$	\$	\$	\$	\$	
	<b>PROFESSIONAL SERVICES GRAND TOTALS</b>									HOURS	\$
										AMOUNT	\$

# SUB-CONSULTANT TASK/LABOR/FEE SHEET

Project # P1104-00

A/E:

Project Name: Boundary Surveys for Land Acquisition

Project Location: Various Parcels (Area 1), Sayreville

PROJECT PHASE OR TASK	FIRM NAME	SUB CONSULTANTS LEVEL OF EFFORT IN HOURS/FEE				TOTALS PER TASK
		HOURS	AMOUNT	HOURS	AMOUNT	
SURVEY SERVICES	HOURS					
	AMOUNT	\$	\$	\$	\$	
	HOURS					
	AMOUNT	\$	\$	\$	\$	
TOTALS	HOURS					
	AMOUNT	\$	\$	\$	\$	
<b>TOTAL</b>						

\* PROVIDE FIRM NAME(S) AT TOP OF COLUMN(S). MAKE COPY OF THIS SHEET IF MORE SPACE IS NEEDED.

PLEASE ATTACH PROOF OF SUBCONSULTANT PREQUALIFICATION (48A) WITH DPMC



# **SCOPE OF WORK**

## **Boundary Surveys for Land Acquisition**

Various Parcels (Area 1)  
Sayreville Borough, Middlesex County, N.J.

**PROJECT NO. P1104-00**

**STATE OF NEW JERSEY**

Honorable Chris Christie, Governor  
Honorable Kim Guadagno, Lt. Governor

**DEPARTMENT OF THE TREASURY**

Andrew P. Sidamon-Eristoff, Treasurer



**DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION**

Steven Sutkin, Director

**Date: October 10, 2013**

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## **I. OBJECTIVE**

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The objective of this project is to complete a boundary surveys of approximately 143 residential properties (170 lots) located in Sayreville Borough, Middlesex County, New Jersey. Surveys are to be completed in accordance with DEP's Green Acres Program "Scope of Survey and Standard Detail Requirements".

---

## **II. CONSULTANT QUALIFICATIONS**

---

### **A. SURVEY CONSULTANT & SUB-CONSULTANT PRE-QUALIFICATIONS**

The Survey Consultant shall be a firm pre-qualified with the Division of Property Management & Construction (DPMC) in the P015 Land Surveying Professional Discipline and have in-house capabilities or Sub-Consultants pre-qualified with DPMC in all other disciplines necessary to complete the project as described in this Scope of Work (SOW).

---

## **III. PROJECT SCHEDULE**

---

### **A. SCHEDULE**

The survey work shall be completed and delivered within a maximum of 120 days of notice to proceed.

Corner markers (monuments) shall be set within 30 days of notice of completion of demolition of each property. Note that setting corner markers may be completed between three (3) and thirty six (36) months after completion of the survey of each property.

### **B. CONSULTANT'S PROPOSED SCHEDULE**

The Survey Consultant shall submit a project schedule with their technical proposal. The bar chart schedule developed by the Survey Consultant shall reflect their recommended project activities and durations.

A written narrative shall also be included with the technical proposal explaining the schedule submitted and the reasons why and how it can be completed in the time frame proposed by the Survey Consultant.

This schedule and narrative will be reviewed by the Consultant Selection Committee as part of the evaluation process and will be assigned a score commensurate with clarity and comprehensiveness of the submission.

---

## **IV. PROJECT SITE LOCATION & TEAM MEMBERS**

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### **A. PROJECT SITE ADDRESS**

The properties to be surveyed in this project are located in Sayreville Borough and are shown highlighted in **Exhibit 'A'** and in list form in **Exhibit 'B'** (3 pages).

### **B. PROJECT TEAM MEMBER DIRECTORY**

The following are the names, addresses, and phone numbers of the Project Team members.

#### **1. DPMC Representative:**

Name: John Forgione, Project Manager  
Address: Division of Property Management & Construction  
20 West State Street, 3<sup>rd</sup> Floor  
Trenton, NJ 08608  
Phone No: 609-292-1368  
E-Mail No: [john.forgione@treas.state.nj.us](mailto:john.forgione@treas.state.nj.us)

#### **2. DEP Representative:**

Name: Wendy Lathrop, Program Specialist  
Address: DEP Green Acres Program  
Mail Code 501-01P.O. Box 420  
Trenton, NJ 08625-0420  
Phone No: 609-292-1964  
E-Mail No: [wendy.lathrop@dep.state.nj.us](mailto:wendy.lathrop@dep.state.nj.us)

---

## **V. PROJECT DEFINITION**

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### **A. BACKGROUND**



The Blue Acres program, administered by the NJ Department of Environmental Protection, was created to acquire lands in coastal areas that have been damaged by storms, that may be prone to storm damage, or that buffer or protect other lands from storm damage, for recreation and conservation purposes.

As a result of Hurricane Sandy in October 2012, properties included in this project were identified for purchase under the Blue Acres program.

It is the State's intention to purchase the properties from willing sellers. Under separate contract demolish the structures and restore the properties to a natural undeveloped state.

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## **VI. CONSULTANT RESPONSIBILITIES**

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### **A. GENERAL SURVEY REQUIREMENTS**

Surveys shall be prepared in accordance with DEP's Green Acres Program, "Scope of Survey Services and Standard Detail Requirements" dated July 1, 2013, section "3. Surveying Standards and Standards of Care" through section "10. Sample Forms and Text", except as noted below.

The "Scope of Survey Services and Standard Detail Requirements" is available at:

[http://www.nj.gov/dep/greenacres/survey/pdf/2013\\_survey\\_scope.pdf](http://www.nj.gov/dep/greenacres/survey/pdf/2013_survey_scope.pdf)

### **B. PROJECT SPECIFIC SURVEY REQUIREMENTS**

1. Only property boundary surveys are required. No vertical data is required for this contract.
2. Corner markers are to be set upon completion of demolition of all structures on the property, refer to paragraph VI.C.
3. If the site is not vacant at the time of surveying, on all drawings label all corner markers that are to be installed as "set" and in a factual note indicate that the "corner markers shown hereon as 'set' shall be installed by Surveyor Consultant following notification by Project Manager of demolition of all structures hereon."
3. Property Photographs:
  - a. Submit a single paper color photo showing vacant land and include the color digital image on the deliverable CD submitted.
  - b. If the site is not vacant at the time of survey, submit a single paper color photo and color digital image on the CD at the time corner markers are installed, post demolition.

- c. Surveyor Consultant shall be notified by the Project Manager once demolition is complete.
4. Improvements well within the boundaries of the premises need only be located and shown on the plan in a general manner. Physical features that are near the boundaries or encroach on the boundaries, such as fences, buildings, concrete, asphalt or similar items that influence title interests and/or boundary line determination shall be accurately located on the plan.  
  
Plans shall include a factual note stating either: "Property is unimproved"; or "Property contains (name specific features such as dwelling, structures, etc.) but have been shown only in general location per contract with NJDEP Green Acres Program, as all buildings, structures and improvements are to be demolished post acquisition by NJDEP."
5. If NJDEP is the owner of the parcel in question at the time of completion of the survey, provide deed information for that acquisition as well as name and deed information for the former owner. If NJDEP is the owner of the parcel in question at the time of completion of the survey but the deed has not yet been recorded, so state in a note on the plan and provide name and deed information for the former owner. The former owner is hereafter referred to as "N/F owner."
6. Adjoining parcels under common ownership (by the N/F owner) can be surveyed, monuments placed, and described as a single unit.
7. Project Composite Location Plan
  - a. In addition to the separate plans and descriptions for each lot or each group of lots per N/F owner, produce a composite location map for the entire project labeled "Blue Acres Project Map". Provide paper copies of the Blue Acres Project Map corresponding to the number of lots in this site-specific engagement. The Blue Acres Project Map shall be a scaled mosaic or drawing of tax map lots (not necessarily a copy from a tax map) identifying all of the lots by this project by N/F owner's name, Owner ID (or File) #, tax block and lot number, municipality, county and street address.
  - b. Provide a full-sized PDF of this Project Map in each CD deliverable as well as full-sized PDF's of each individual acquisition site (which may be comprised of multiple contiguous lots in the same ownership).
  - c. One Surveyor's Certification and Summary Form (and one paper project map as above) must accompany each set of plans and descriptions per each N/F owner.

8. Permission to access the properties has been granted to the State by the various property owners. Permission to access the various properties for surveying purposes shall be provided to the Survey Consultant upon award of the contract.

### **C. CORNER MARKER (MONUMENT) SETTING**

Corner markers shall be set in accordance with DEP's Green Acres Program, "Scope of Survey Services and Standard Detail Requirements" dated July 1, 2013, paragraph "5A. Monuments", except as noted below:

1. It is estimated that 300 corner markers will be set under this project.
2. Corner markers are to be set upon completion of demolition of all structures on the property.
3. If the property is vacant at the time of survey, corner markers may be set at that time.
4. If the site is not vacant at the time of survey the Project Manager shall advise the Survey Consultant when the demolition is complete.
  - a. Demolition of structures on each lot shall be completed between three (3) and thirty six (36) months after completion of the survey.
  - b. Corner markers shall be set within 30 days of notice of completion of demolition of each property.
5. Consultant shall estimate the cost to set 300 corner markers over a period of 36 months from completion of the surveys as noted above and enter that amount on their fee proposal line item entitled "**Corner Marker Setting Allowance**", refer to paragraph VIII.A. Payment for corner marker placement shall be made based on the actual number of markers installed at the unit price established in the allowance.

### **D. PROJECT COMMENCEMENT**

A project kick off meeting shall be held prior to the start of work. Agenda shall include:

#### **1. Project Directory:**

Develop a project directory that identifies the name and phone number of key designated representatives who may be contacted during the survey phases of this project.

**2. Site Access:**

Develop plans to access the project sites and provide the names and phone numbers of approved escorts if applicable.

**3. Scope of Work:**

Review the administration responsibilities and the submission requirements identified in this Scope of Work with the Project Team members. Items such as: contract deliverables, special sequencing requirements, special hours for site visits, safety and security needs and weather restrictions shall be addressed.

**4. Project Schedule:**

Review and update the project schedule as necessary with the Project Team members.

**E. MEETINGS & PRESENTATIONS**

Conduct the appropriate number of review meetings with the Project Team members, if necessary, during the project so they may determine if the project meets their requirements, question any aspect of the contract deliverables, and make changes where appropriate. The Survey Consultant shall describe the philosophy and process used in the development of the survey criteria and the various alternatives considered to meet the project objectives. Selected surveys, cost estimates, schedules, and other relevant information shall be presented to support the solutions proposed. Special considerations shall also be addressed such as: Contractor site access limitations, survey schedule requirements, safety and security restrictions, etc.

It shall also be the responsibility of the Survey Consultant to arrange and require all critical Sub-Consultants to be in attendance at the study review meetings, as applicable.

Record the minutes of each meeting and distribute within seven (7) calendar days to all attendees and those persons specified to be on the distribution list by the Project Manager.

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**VII. LIQUIDATED DAMAGES**

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The Survey Consultant understands that in the event its performance is not timely, the State will be harmed and the project delayed, but that the State's damages will be difficult to calculate. Therefore, the Survey Consultant agrees that it shall be liable for Liquidated Damages as follows:

- a. for failure to deliver the survey for each property within 120 days of issuance of the notice to proceed, in the amount of \$5 per business day per property not delivered, up to a maximum of \$5,000 in total liquidated damages.
- b. for failure to set the corner markers within 30 days of notice of demolition completion for each property, in the amount of \$5 per day per property not completed, up to a maximum of \$5,000 in total liquidated damages.

The State shall have the sole discretion to allow a grace period or toll the time periods for the completion of the survey or the placement of the markers.

The State shall assess liquidated damages and deduct the liquidated damages, if any, from any payment made to the Survey Consultant.

These liquidated damages shall take precedence over any conflicting provisions in the General Conditions to the Consultant Agreement accompanying this RFP.

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## **VIII. GENERAL REQUIREMENTS**

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### **A. SCOPE CHANGES**

The Survey Consultant must request any changes to this Scope of Work in writing. An approved DPMC 9d Consultant Amendment Request form reflecting authorized scope changes must be received by the Consultant prior to undertaking any additional work. The DPMC 9d form must be approved and signed by the Director of DPMC and written authorization issued from the Project Manager prior to any work being performed by the Consultant. Any work performed without the executed DPMC 9d form is done at the Consultant's own financial risk.

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## **IX. ALLOWANCES**

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### **A. CORNER MARKER SETTING ALLOWANCE**

Consultant shall estimate the cost to set 300 corner markers over a period of 36 months from completion of the survey as noted in paragraph VI.C. and enter that amount on their fee proposal line item entitled "Corner Marker Setting Allowance". Consultant shall attach to their fee proposal a detailed cost breakdown sheet for use by DPMC during the proposal review and potential fee negotiations. The cost breakdown sheet shall include a unit price for placement of a single corner marker. Payment for corner marker placement shall be made based on the actual number of markers installed at the unit price.

Any funds remaining in the Corner Marker Setting Allowance shall be returned to the State at the close of the project.

---

## **X. SUBMITTAL REQUIREMENTS**

---

### **A. CONTRACT DELIVERABLES**

#### **1. Refer to “Scope of Survey Services and Standard Detail Requirements” dated July 1, 2013, Section 8. Deliverables:**

##### **8.1 Copies of Notifications – Letterhead Standard Notice**

8.1.1 Division Fax Notification – Required -

8.1.2 Property Owner Notification – Required -

8.1.3 Police Department Notification – Required -

8.1.4 Adjoiner Notification – As Necessary -

8.1.5 Misc. Notification (Utility, etc.) – As Necessary

##### **8.3 Traverse Closure - Precision/Radial Error/Area**

##### **8.4 Full size Paper Copies of Survey Plan**

##### **8.6 Metes and Bound Description and Reduced Survey Plan**

##### **8.7 Digital Files on Compact Disk (CD)**

- Cover Label on Digital Media Disk:
  - Property Owner Name and Owner ID#
  - Project Number & Name
  - Municipal Tax Block and Lot numbers
  - Municipality & County
  - Survey Firm
  - Date of Survey
  - Survey Reference Number.

CD Contains:

8.7-1 Descriptions

8.7-2 AutoCAD .dwg

8.7-3 Full drawing .pdf format

8.7-4 Linework .dxf format

##### **8.8 Surveyor’s Certification and Summary Form**

One signed and sealed copy required, which reports separately each lot depicted on the plan



**8.10 Corner Marker Description Sheets**

- Corner Number /Character of Mark
- Project Information/Seller Information
- Location of Mark
- Survey Firm
- Cap Detail
- Sketch with field witness marks
- Photograph of south side of mark, looking northward.

**2. Project Specific Deliverables, refer to paragraph VI.B. Project Specific Requirements:**

3. Property Photographs
  - Paper copy
  - Digital copy on each property CD
7. Project Composite Location Plan
  - Paper copy for each property
  - PDF copy on each CD deliverable

PROJECT NAME: Boundary Surveys for Land Acquisition  
PROJECT LOCATION: Sayreville Borough, Middlesex County  
PROJECT NO: P1104-00  
DATE: October 10, 2013

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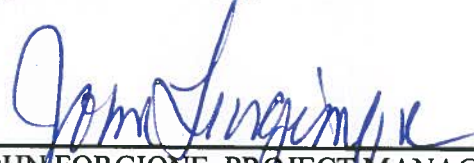
## **XI. SOW SIGNATURE APPROVAL SHEET**

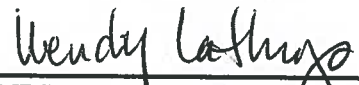
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This Scope of Work shall not be considered a valid document unless all signatures appear in each designated area below.

The Client Agency approval signature on this page indicates that they have reviewed the design criteria and construction schedule described in this project Scope of Work and verifies that the work will not conflict with the existing or future construction activities of other projects at the site.

SOW PREPARED BY:  10/10/13  
\_\_\_\_\_  
JAMES MCKENNA, MANAGER DATE  
DPMC PROJECT PLANNING & INITIATION

SOW APPROVED BY:  10/11/13  
\_\_\_\_\_  
JOHN FORGIONE, PROJECT MANAGER DATE  
DIV PROPERTY MGT & CONSTRUCTION

SOW APPROVED BY:  10-11-2013  
\_\_\_\_\_  
WENDY LATHROP, PROGRAM SPECIALIST DATE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

SOW APPROVED BY:  10/11/13  
\_\_\_\_\_  
RICHARD FLODMAND, DEPUTY DIRECTOR DATE  
DIV PROPERTY MGT & CONSTRUCTION

**PROJECT NAME: Boundary Surveys for Land Acquisition**  
**PROJECT LOCATION: Sayreville Borough, Middlesex County**  
**PROJECT NO: P1104-00**  
**DATE: October 10, 2013**

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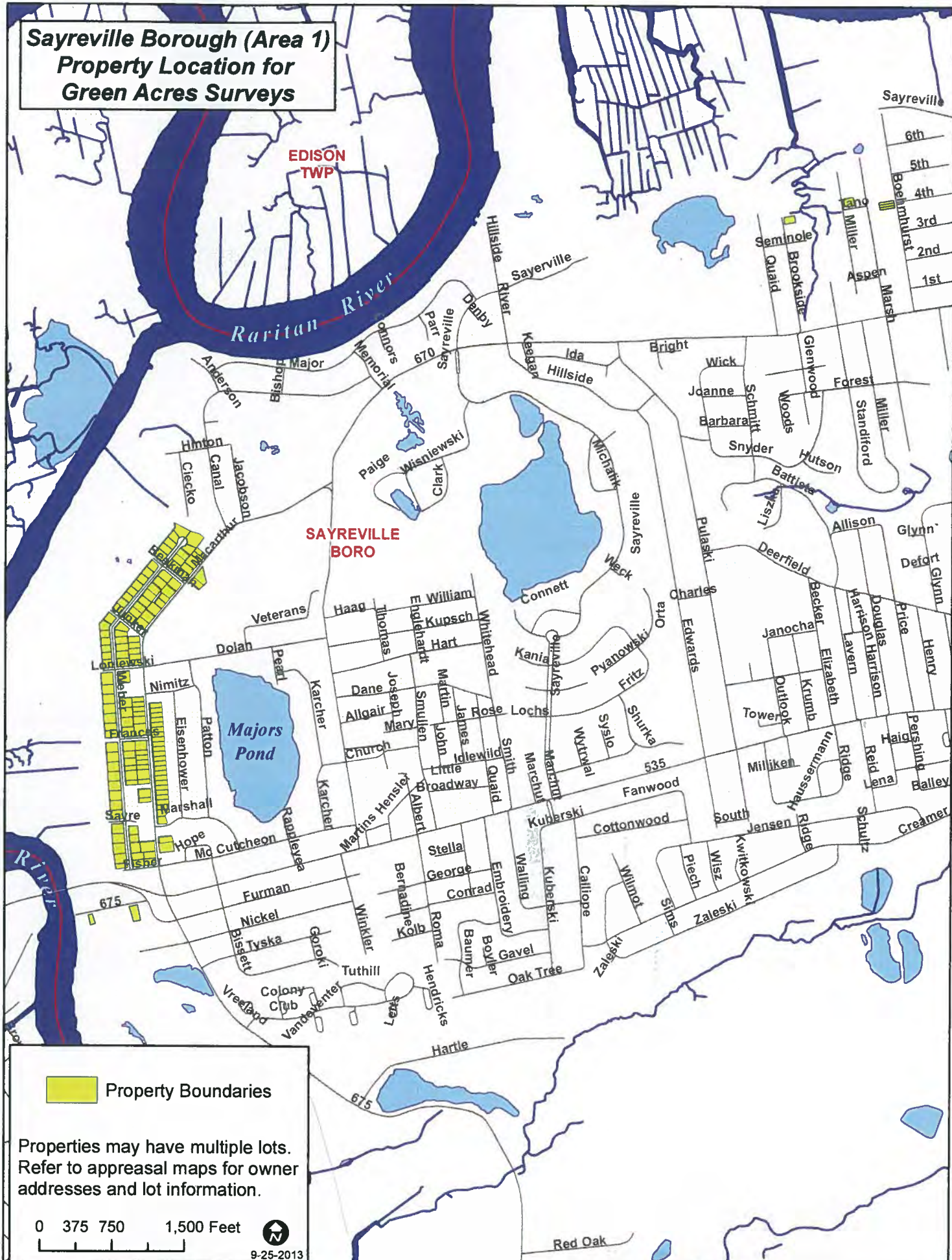
## **XII. EXHIBITS**

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- A. PROJECT SITE MAP “Sayreville Borough (Area 1)”
- B. PROPERTY LIST “Sayreville Borough (Area 1) Property Information” (3 pages)

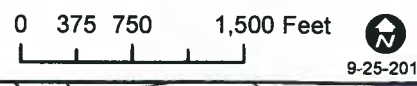
**END OF SCOPE OF WORK**

**Sayreville Borough (Area 1)  
Property Location for  
Green Acres Surveys**



 Property Boundaries

Properties may have multiple lots.  
Refer to appraisal maps for owner  
addresses and lot information.



**Sayreville Borough (Area 1)  
Property Information**

OFFER	OWNER	LOCATION	BLOCK	LOT
1219-0104		129 Mac Arthur Ave	169.05	3
1219-0105		131 Mac Arthur Ave	169.05	4
1219-0106		133 Mac Arthur Ave	169.05	5
1219-0107		143 Mac Arthur Ave	169.06	1
1219-0108		151 Mac Arthur Ave	169.06	3
1219-0111		155 Mac Arthur Ave	169.06	4
1219-0112		169 Mac Arthur Ave	169.06	6
1219-0113		173 Mac Arthur Ave	169.07	2.01
1219-0114		174 Mac Arthur Ave	168.01	115.01
1219-0115		176 Mac Arthur Ave	168.01	115
1219-0116		183 Mac Arthur Ave	169.07	5
1219-0116		183 Mac Arthur Ave	169.07	4
1219-0117		81 Boehmhurst Ave	218	33
1219-0117		81 Boehmhurst Ave	218	34
1219-0117		81 Boehmhurst Ave	218	35
1219-0179		10 Washington Road	62.02	4
1219-0183		30 Washington Road	62.02	11
1219-0216		6 Fisher St	169.30	1
1219-0276		129 Weber Ave	169.07	25
1219-0279		50 Mac Arthur Ave	168.02	24
1219-0280		66 MacArthur Ave.	168.02	17
1219-0281		72 Mac Arthur Ave	168.02	15
1219-0282		94 Mac Arthur Ave	168.02	6
1219-0283		99 Mac Arthur Ave	169.04	4
1219-0284		145 Mac Arthur Ave	169.06	2
1219-0285		165 Mac Arthur Ave	169.06	5
1219-0286		177 Mac Arthur Ave	169.07	2.02
1219-0287		185 Mac Arthur Ave	169.07	6
1219-0288		32 Weber Ave.	169.31	2
1219-0288		32 Weber Ave.	169.31	3
1219-0289		42 Weber Ave.	169.31	8
1219-0289		42 Weber Ave.	169.31	9
1219-0290		74 Mac Arthur Ave	168.02	14
1219-0291		132 Weber Ave	169.11	74
1219-0292		26 Mac Arthur Ave	168.05	2
1219-0293		51-53 Mac Arthur Ave	169.03	3
1219-0294		52 Mac Arthur Ave	168.02	23
1219-0295		73 Mac Arthur Ave	169.03	10
1219-0296		82 MacArthur Ave	168.02	11
1219-0297		103 Mac Arthur Ave	169.04	6
1219-0298		161 Mac Arthur Ave	169.06	4.01
1219-0299		187 Mac Arthur Ave	169.07	7
1219-0300		45 Weber Ave	169.03	18
1219-0398		76 Miller Ave	216.02	13
1219-0399		27 MacArthur Ave	169.02	3
1219-0459		52 Brookside Ave	186	1.04



**Sayreville Borough (Area 1)  
Property Information**

OFFER	OWNER	LOCATION	BLOCK	LOT
1219-0001		7 Weber Ave	169.02	10
1219-0002		11 Weber Ave	169.02	9
1219-0003		12 Weber Ave	169.30	2
1219-0003		12 Weber Ave	169.30	3
1219-0004		15 Weber Ave	169.02	8
1219-0005		16 Weber Ave	169.30	4
1219-0005		16 Weber Ave	169.30	5
1219-0006		19 Weber Ave	169.02	7.02
1219-0007		20 Weber Ave	169.30	6
1219-0007		20 Weber Ave	169.30	7
1219-0008		24 Weber Ave	169.30	49
1219-0008		24 Weber Ave	169.30	50
1219-0009		25 Weber Ave	169.02	7.01
1219-0010		36 Weber Ave	169.31	4
1219-0010		36 Weber Ave	169.31	5
1219-0011		38 Weber Ave	169.31	6
1219-0011		38 Weber Ave	169.31	7
1219-0012		39 Weber Ave	169.03	21.01
1219-0013		43 Weber Ave	169.03	19
1219-0013		43 Weber Ave	169.03	20
1219-0014		46 Weber Ave	169.31	10
1219-0014		46 Weber Ave	169.31	11
1219-0015		47 Weber Ave	169.03	15.02
1219-0016		50 Weber Ave	169.31	12
1219-0016		50 Weber Ave	169.31	13
1219-0017		53 Weber Ave.	169.03	15.01
1219-0018		54 Weber Ave	169.31	14
1219-0018		54 Weber Ave	169.31	15
1219-0019		55 Weber Ave	169.03	13
1219-0019		55 Weber Ave	169.03	14
1219-0020		61 Weber Ave	169.04	21
1219-0020		61 Weber Ave	169.04	22
1219-0021		64 Weber Ave & Frances St	169.41	1.21
1219-0022		65 Weber Ave	169.04	19
1219-0022		65 Weber Ave	169.04	20
1219-0023		66 Weber Ave	169.41	2.23
1219-0024		67 Weber Ave	169.04	17
1219-0024		67 Weber Ave	169.04	18
1219-0025		68 Weber Ave	169.41	4
1219-0025		68 Weber Ave	169.41	5
1219-0026		70 Weber Ave	169.41	6
1219-0026		70 Weber Ave	169.41	7
1219-0027		71 Weber Ave	169.04	15
1219-0027		71 Weber Ave	169.04	16
1219-0028		74 Weber Ave	169.41	8
1219-0028		74 Weber Ave	169.41	9
1219-0029		80 Weber Ave	169.41	12
1219-0029		80 Weber Ave	169.41	13
1219-0030		81 Weber Ave	169.04	12
1219-0030		81 Weber Ave	169.04	11
1219-0031		84 Weber Ave	169.09	46
1219-0032		85 Weber Ave	169.05	12
1219-0033		88 Weber Ave	169.09	47
1219-0034		89 Weber Ave	169.05	11
1219-0035		92 Weber Ave	169.09	48
1219-0036		93 Weber Ave	169.05	10
1219-0037		96 Weber Ave	169.09	49
1219-0038		97 Weber Ave	169.05	9
1219-0039		98 Weber Ave	169.09	50
1219-0040		100 Weber Ave	169.09	51
1219-0041		101 Weber Ave	169.05	8
1219-0042		102 Weber Ave	169.09	52

**Sayreville Borough (Area 1)  
Property Information**

OFFER	OWNER	LOCATION	BLOCK	LOT
1219-0043		103 Weber Ave	169.05	7
1219-0044		104 Weber Ave	169.10	56
1219-0045		105 Weber Ave	169.06	9
1219-0046		107 Weber Ave	169.06	10
1219-0047		111 Weber Ave	169.06	11
1219-0048		112 Weber Ave	169.10	58
1219-0049		113 Weber Ave	169.06	12
1219-0050		114 Weber Ave	169.10	59
1219-0051		115 Weber Ave	169.06	13
1219-0052		116 Weber Ave	169.10	60
1219-0053		117 Weber Ave	169.06	14
1219-0054		118 Weber Ave	169.10	61
1219-0055		119 Weber Ave	169.06	15
1219-0056		120 Weber Ave	169.10	62
1219-0057		121 Weber Ave	169.06	16
1219-0058		122 Weber Ave	169.10	63
1219-0059		123 Weber Ave	169.07	22
1219-0060		124 Weber Ave	169.11	70
1219-0061		125 Weber Ave	169.07	23
1219-0062		126 Weber Ave	169.11	71
1219-0063		127 Weber Ave	169.07	24
1219-0064		128 Weber Ave	169.11	72
1219-0065		130 Weber Ave	169.11	73
1219-0066		131 Weber Ave	169.07	26
1219-0067		28 Weber Ave	169.31	1
1219-0068		78 Weber Ave	169.41	10
1219-0068		78 Weber Ave	169.41	11
1219-0069		108 Weber Ave	169.10	57
1219-0070		23 Mac Arthur Ave	169.02	1
1219-0071		25 Mac Arthur Ave	169.02	2
1219-0072		28 Mac Arthur Ave	168.05	3
1219-0073		40 Mac Arthur Ave	168.02	27
1219-0074		44 Mac Arthur Ave	168.02	26
1219-0075		46 Mac Arthur Ave	168.02	25
1219-0076		49 Mac Arthur Ave	169.03	2
1219-0077		54 Mac Arthur Ave	168.02	22
1219-0078		56 Mac Arthur Ave	168.02	21
1219-0079		58 Mac Arthur Ave	168.02	20
1219-0080		59 Mac Arthur Ave	169.03	5
1219-0081		62 Mac Arthur Ave	168.02	19
1219-0082		63 Mac Arthur Ave	169.03	6
1219-0083		64 Mac Arthur Ave	168.02	18
1219-0084		65 Mac Arthur Ave	169.03	7
1219-0085		68 Mac Arthur Ave	168.02	16
1219-0086		69 Mac Arthur Ave	169.03	8
1219-0087		71 Mac Arthur Ave	169.03	9
1219-0089		76 Mac Arthur Ave	168.02	13
1219-0090		78 Mac Arthur Ave	168.02	12
1219-0091		84 Mac Arthur Ave	168.02	10
1219-0092		86 Mac Arthur Ave	168.02	9
1219-0093		88 Mac Arthur Ave	168.02	8
1219-0094		92 Mac Arthur Ave	168.02	7
1219-0095		93 Mac Arthur Ave	169.04	2
1219-0096		96 Mac Arthur Ave	168.02	5
1219-0097		97 Mac Arthur Ave	169.04	3
1219-0098		98 Mac Arthur Ave	168.02	4
1219-0099		101 Mac Arthur Ave	169.04	5
1219-0100		115 Mac Arthur Ave	169.03	11
1219-0100		115 Mac Arthur Ave	169.03	12
1219-0101		119 Mac Arthur Ave	169.04	1
1219-0102		125 Mac Arthur Ave	169.05	1
1219-0103		127 Mac Arthur Ave	169.05	2



**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION**

**AGREEMENT  
BETWEEN THE STATE OF NEW JERSEY AND THE  
CONSULTANT**

**TABLE OF CONTENTS**

- A. Consultant Responsibilities
  - A.1 General
  - A.2 Design Phase
  - A.3 Construction Administration Phase
- B. Owner's Rights and Responsibilities
  - B.1 Owner's Rights
  - B.2 Owner's Responsibilities
- C. Contract Documents
- D. Professional Insurance
- E. Construction Cost
- F. Consultant Compensation
- General Conditions

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In this AGREEMENT made upon notice of acceptance by the Owner of the Consultant's Proposal

BETWEEN the Owner: State of New Jersey, by and through its  
Contracting Agent, the Deputy Director of the  
Division of Property Management and Construction in  
the Department of Treasury

and the Consultant, as noted in the Notice of Award for Project: P1104-00  
Boundary Surveys for Land Acquisition  
Various Parcels (Area 1)  
Sayreville Borough, Middlesex County, NJ

The Owner and the Consultant agree as set forth below:

**A. CONSULTANT'S RESPONSIBILITIES**

**A.1 GENERAL**

- A.1.1 The Consultant shall become fully familiar with the contractual obligations of all entities doing work for the project and all relevant project documentation.
- A.1.2 The Consultant shall be responsible for satisfying all of the obligations described in this AGREEMENT, even if such obligations are not addressed in the Consultant's proposal(s). This AGREEMENT establishes the minimum obligation of the Consultant which obligations may be supplemented by the Consultant in its proposal(s). If the services promised in the Consultant's proposal(s) exceed those described in the articles of this AGREEMENT, then the Consultant shall be responsible for satisfying additional obligations described in its proposal(s).
- A.1.3 The Consultant shall comply with all requirements in the Procedures for Architects and Engineers, Second Edition, or subsequent editions. These requirements are in addition to those in this AGREEMENT.
- A.1.4 The Consultant services consist of those services performed by the Consultant, the consultant's employees, the Consultant's sub-consultants and Contractor's. The Consultant shall utilize the key staff members identified in its Technical Proposal. The Consultant shall notify the Owner in advance of any proposed change in its key staff members identified in its proposal. The Consultant shall submit to the Owner for approval the name and qualifications of proposed replacement with equal or superior qualifications at no additional cost to the Owner. No change shall take effect unless the Owner approves the change in writing. The Owner may also determine, in the Owner's sole discretion, to terminate the Project, and/or to terminate the Consultant AGREEMENT, and/or claim all damages against the Consultant resulting from the Project termination or from the Consultant AGREEMENT termination.
- A.1.5 All claims against Consultants for Errors and Omissions will be pursued by the Owner to secure remuneration during the close-out phase of the project.
- A.1.6 Errors and Omissions evaluation and processing will be carried out in accordance with the latest edition of the Policy and Procedure authorized by the Owner at the time of the Request for Proposals.
- A.1.7 Any changes to this AGREEMENT must be made in writing in the form of an approved Amendment. The Amendment must be approved by the Owner's Contracting Officer.

- A.1.8 Any work performed by the Consultant without an Amendment from the Owner that differs from this AGREEMENT is done at the Consultant's own financial risk, any additional work done on the Consultant's own initiative without an approved Amendment is done at the Consultant's own financial risk.
- A.1.9 The Consultant shall promptly notify the Owner of any changes to the scope of services which increase or decrease the Consultant services. No such change in scope shall be performed by the Consultant, without prior written approval by the Owner. Notice of request for additional compensation shall be given to the Owner within 30 working days of the event giving rise to such a request with accompanying justification for the change and a detailed breakdown of the basis for the costs.
- A.1.10 The consultant shall maintain all documentation related to deliverables, products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available for audit to the New Jersey Office of the State Comptroller or any other State audit agency upon reasonable demand.

## **A.2 SURVEY / DESIGN PHASE**

- A.2.1 All documents including surveys, drawings and specifications, any changes, revisions or amplifications thereof, as well as all construction cost estimates, shall be subject to the written approval of the Owner before the documents are accepted. The approval of drawings by the Owner is not to be construed as authority to violate, cancel or set aside any provisions of applicable codes.
- A.2.2 Construction documents must comply with the latest adopted edition of the Uniform Construction Code in effect at the time of approval by the Owner at the FINAL REVIEW phase as defined in the scope of work.
- A.2.3 Unless otherwise provided in the AGREEMENT documents, the Consultant will be requested to secure and be reimbursed payment of all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work and which are legally required at the time of receipt of bids.
- A.2.4 N/A

## **A.3 CONSTRUCTION ADMINISTRATION PHASE – N/A**

### **B. OWNER'S RIGHTS AND RESPONSIBILITIES**

#### **B.1 OWNER'S RIGHTS**

- B.1.1 The Owner shall have the right to perform work related to the project and to award contracts in connection with the project that are not part of the Consultant's responsibilities under the AGREEMENT. The consultant shall notify the Owner in writing if any such independent action will in any way compromise the Consultants' ability to meet their responsibilities under the AGREEMENT.
- B.1.2 The Owner reserves the right to approve the consultant's personnel and to require a replacement satisfactory to the Owner. The Owner reserves the right to have such person replaced if, in the judgment of the Owner, any such person proves unsatisfactory. However, such replacement must fit within the rate/fee structure or the Owner has the option for a higher rate person for which the Consultant shall be compensated.
- B.1.3 The Owner shall have the right to effect the removal of any of the Consultant's employees at any time during the duration of the AGREEMENT if that employee is deemed not to be of the level of competence or ability required under the AGREEMENT, or said employee is for any reason

found to be unsuitable for the work. In such case, the Consultant shall promptly submit the name and qualifications of a replacement for approval by the Owner.

B.1.4 The Owner shall have the right to assign the administration of any or all contracts related to this project from the Owner to another State Agency, Authority or Commission at any time during the life of the project. In doing so, the Consultant agrees to continue to perform all contractual work under the AGREEMENT. The Consultant shall make no claim against the Owner in the event of such assignment.

B.1.5 The Owner may make changes in the scope of services within the general scope of the AGREEMENT. The Owner may also make changes to the scope of the project which may give rise to changes in the scope of the Consultant services. In such case, the Consultant shall be entitled to an adjustment in fee and in other terms and conditions of the AGREEMENT.

## **B.2 OWNER'S RESPONSIBILITIES**

B.2.1 The Owner is contracting for the Consultant's services through the Contracting Officer of the Owner, the Division of Property Management and Construction (DPMC). The Contracting Officer is an officer of the State Department of the Treasury, DPMC and is responsible for the administration of the work of the DPMC. The Contracting Officer represents the Owner, either directly or through an appointed representative, in all dealings with the Consultant.

B.2.2 The Owner shall provide information regarding the requirements of the project, including a scope of work which shall set forth the Owner's objectives, constraints and criteria, including survey requirements, systems and site requirements, budget constraints and the required date of completion.

B.2.3 The Contracting Officer shall designate a Project Manager authorized to act on the Owner's behalf with respect to the project. The Contracting Officer's representative has only those duties which are required of an owner. The responsibility for completion of this project pursuant to the contract documents remains that of the Contractor(s). The responsibility for performance of the Consultant contractual obligations remains with the Consultant.

B.2.4 The information required in the above paragraphs in this Article shall be furnished at the Owner's expense.

## **C. CONTRACT DOCUMENTS**

C.1 The following items identify the contract documents comprising the AGREEMENT.

1. AGREEMENT BETWEEN THE STATE OF NEW JERSEY AND THE CONSULTANT
2. GENERAL CONDITIONS TO THE CONSULTANT AGREEMENT.
3. REQUEST FOR PROPOSAL DATED OCTOBER 17, 2013 INCLUDING:
  - 3.1 SCOPE OF WORK
  - 3.2 CONSULTANT PROPOSAL PACKAGE
4. PROCEDURES FOR ARCHITECTS AND ENGINEERS, CURRENT EDITION
5. CONSULTANT'S TECHNICAL PROPOSAL
6. CONSULTANT'S FEE PROPOSAL
7. NOTICED OF AWARD/NOTICE TO PROCEED LETTER

**D. PROFESSIONAL LIABILITY INSURANCE**

D.1 The Consultant shall maintain Professional Liability Insurance with limits required in the Consultant Proposal Package for the Project. The insurance carrier shall be registered with the N. J. Department of Insurance and licensed or authorized to conduct business in the State of New Jersey, as required by law. In the event of a loss, the Consultant shall be held responsible for payment of any deductible as though there were no deductible. Such insurance shall be maintained for a period of not less than six months following the actual completion and acceptance of the project by the Owner. Contractual Liability Insurance is not acceptable.

**E. CONSTRUCTION COST – N/A**

**F. CONSULTANT COMPENSATION**

F.1 The Consultant's firm will be compensated for professional services as indicated in the Notice of Project Award in accordance with the fee proposal submitted by the Consultant and negotiated and/or accepted by the Owner. The Owner will compensate the Consultant in accordance with the following terms and conditions:

F.1.1 The lump sum payable to the Consultant as established in their Fee Proposal shall compensate the consultant in full for all services as described in the Notice of Project Award. The start of compensation shall commence with the issuance of the project's Notice of Award/Notice to Proceed.

F.1.2 The Consultant shall submit a payment schedule to the Owner's representative for approval prior to submittal of the Consultant first invoice. The schedule should be in detail, assigning a dollar value for each phase of work anticipated on a monthly basis throughout the entire contract.

F.1.3 The monthly compensation to the Consultant shall be paid in accordance with the payment schedule submitted by the Consultant and approved by the Owner.

F.1.4 Duration of services shall be as defined in the scope of work commencing on the date of the issuance of the Notice to Proceed.

F.1.5 Services provided under this AGREEMENT shall commence on the date of the written Notice to Proceed issued by the Owner. Unless otherwise ordered by the Owner in writing, the Consultant shall initiate its contract work no later than five (5) working days after its receipt of the Notice to Proceed. A Notice to Proceed may be issued by the Owner at its convenience. Any right of the Consultant to an adjustment because of a delay in issuing a Notice to Proceed shall be determined in accordance with the GENERAL CONDITIONS TO THE CONSULTANT AGREEMENT.

F.1.6 Should the Project duration be extended and the Owner requests continuation of services beyond the contracted duration, then the Consultant agrees to furnish services in accordance with the terms of the Consultant AGREEMENT for the additional period required for completion of the Project.

F.1.7 The Owner shall not be liable to the Consultant for indemnification, damages, or costs of any kind sustained by the Consultant as the result of the negligence or breaches of contractual obligations committed by the Consultants Sub Consultant(s), Contractor(s) or any other third party.

F.1.8 The Owner shall reimburse the Consultant for Owner requested continuation of services beyond the specified contract period based upon the values identified in the approved payment schedule which correspond to the activities for which the extended services are being requested.

F.1.9 To the extent that the Consultant's services are required beyond the time identified in this AGREEMENT and/or to the extent that the Consultant is required to perform services not required under the AGREEMENT, the Consultant shall be entitled to an additional fee. However, the Consultant shall not be entitled to any additional compensation to the extent that delay in completion of the project is the result of the negligent or wrongful acts or omissions of the Consultant.

END OF AGREEMENT



**STATE OF NEW JERSEY  
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

PROJECT NUMBER \_\_\_\_\_ BIDDER \_\_\_\_\_

*Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division of Purchase and Property's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the part in default and seeking debarment or suspension of the party.*

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, C. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

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

Name \_\_\_\_\_ Relationship to Bidder/Offerer \_\_\_\_\_  
Description of Activities \_\_\_\_\_  
Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_  
Bidder/Offeror Contract Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

List Additional Activities on Separate Sheet

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

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Public Law 2005, Chapter 92**  
**Formerly: Executive Order 129**

**SOURCE DISCLOSURE CERTIFICATION FORM**

Bidder: \_\_\_\_\_

I hereby certify and say:

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

The Bidder submits this Certification as part of a bid proposal in response to the referenced solicitation issued by the State of New Jersey, Department of Treasury, Division of Property Management and Construction (DPMC), in accordance with the requirements of Public Law 2005, Chapter 92, (N.J.S.A. 52:34-13.2 *et seq.*, superseding Executive Order 129 (2004)).

The following is a list of every location where services will be performed by the bidder and all subcontractors.

<u>Bidder or Subcontractor</u>	<u>Description of Services</u>	<u>Performance Location(s) by Country</u>
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Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced Project Number will be immediately reported by the Bidder to the Contract Compliance Unit in the DPMC, Department of Treasury, State of New Jersey, PO Box 034, Trenton, NJ 08625.

I understand that, after award of a contract to the Bidder, it is determined that the Bidder has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director, Division of Property Management and Construction, that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Bidder shall be deemed in breach of contract, which contract will be subject to termination for cause under its contract with DPMC.

I further understand that this Certification is submitted on behalf of the Bidder in order to induce DPMC to accept a bid proposal, with knowledge that the State of New Jersey and DPMC are relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Bidder: \_\_\_\_\_  
[Name of Organization or Entity]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF NEW JERSEY**  
**DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION**  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

PROJECT NUMBER \_\_\_\_\_

BIDDER \_\_\_\_\_

*Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division of Purchase and Property's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification may render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.*

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, C. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

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

Name \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_  
Description of Activities \_\_\_\_\_  
Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_  
Bidder/Offeror Contract Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

List Additional Activities on Separate Sheet

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

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_