



State of New Jersey

DEPARTMENT OF TREASURY  
DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION  
P O BOX 034  
TRENTON NJ 08625-0034

CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lt. Governor

FORD M. SCUDDER  
Acting State Treasurer

STEVEN SUTKIN  
Director

November 10, 2015

Hatch Mott MacDonald  
111 Wood Avenue South  
Iselin, NJ 08830

Re: P1128-00  
South Absecon Inlet Jetty Repair  
Oriental Avenue and Boardwalk  
Atlantic City, Atlantic County, NJ

Dear Mr. Mainberger:

This is notification that the above referenced project was awarded to your firm in the amount of \$116,725.18 and serves as your Notice to Proceed.

The design duration shall be 118 calendar days from the Notice to Proceed to final plan review approval.

Your services will be in accordance with the Scope of Work dated June 22, 2015, your technical proposal dated September 3, 2015 and revised fee proposal dated September 25, 2015 and the Agreement Between the State of New Jersey and the Consultant

Please contact David Pittman at (609) 984-5062 to set up the kick-off meeting.

We look forward to the successful completion of this project.

Please sign below and return by fax (609) 777-1970.

Sincerely,

Richard Ferrara  
Assistant Deputy Director

R. B. Coleman      D. Pittman      W. Hamilton      G. Golden  
Treasury Fiscal      Central File      J. Benigno

Receipt and Understanding is Hereby Acknowledged:

Robert C. Mainberger

Name

SR. Vice President

Title

11/11/15  
Date

# **SCOPE OF WORK**

## **South Absecon Inlet Jetty Repair**

South Absecon Inlet  
Atlantic City, Atlantic County, N.J.

**PROJECT NO. P1128-00**  
NJDEP PROJECT NO. 4264-15

## **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: 6/22/15

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## **I. OBJECTIVE**

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The objective of this project is to provide the New Jersey Department of Environmental Protection, Bureau of Coastal Engineering, with the engineering and design necessary for repairs to the South Absecon Inlet Jetty in Atlantic City.

## **II. CONSULTANT QUALIFICATIONS**

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

The Consultant shall be a firm pre-qualified with the Division of Property Management & Construction (DPMC) in the **P012 Marine Engineering Discipline** and have in-house capabilities or Sub-Consultants pre-qualified with DPMC in **P017 Hydrographic Surveying; P025 Estimating/Cost Analysis** and any, and all, other Architectural, Engineering and Specialty Disciplines necessary to complete the project as described in this Scope of Work (SOW).

## **III. PROJECT BUDGET**

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### **A. CONSTRUCTION COST ESTIMATE (CCE)**

The initial Construction Cost Estimate (CCE) for this project is \$ 3,150,000

The Consultant shall review this Scope of Work and provide a narrative evaluation and analysis of the accuracy of the proposed project CCE in their technical proposal based on their professional experience and opinion.

### **B. COST ESTIMATING**

On projects with a CCE under \$750,000, the estimate may be prepared by the Consultant's in-house staff or their Sub-Consultant's staff during each design phase of the project. However, if the CCE is \$750,000 or larger, the Consultant or Sub-Consultant providing the estimate must be pre-qualified with DPMC in the **P025 Estimating/Cost Analysis Specialty Discipline**.

All cost estimates shall be adjusted for regional location, site factors, construction phasing, premium time and inflation factors based on the year in which the work is to be performed.

### C. CONSULTANT'S FEES

The construction cost estimate for this project *shall not* be used as a basis for the Consultant's design and construction administration fees. The Consultant's fees shall be based on the information contained in this Scope of Work document and the observations made and/or the additional information received during the pre-proposal meeting.

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## IV. PROJECT SCHEDULE

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### A. SCOPE OF WORK DESIGN SCHEDULE

The following schedule identifies the estimated design phases for this project and the estimated durations.

<u>PROJECT PHASE</u>	<u>ESTIMATED DURATION (Calendar Days)</u>
<b>1. Investigation &amp; Preliminary Design Phase</b>	<b>60</b>
• <i>Project Team Review &amp; Comment</i>	14
<b>2. 90% Design Development Phase</b>	<b>20</b>
• <i>Project Team Review &amp; Comment</i>	14
<b>3. Final Design Phase</b>	<b>10</b>

### B. CONSULTANT'S PROPOSED DESIGN SCHEDULE

The Consultant shall submit a project design bar chart schedule with their technical proposal that is similar in format and detail to the schedule depicted in **Exhibit 'A'**. The bar chart schedule developed by the Consultant shall reflect their recommended project phases, phase activities, activity 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 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.

### **C. CONSULTANT DESIGN SCHEDULE**

The Client Project Manager will issue the Consultant's approved project schedule at the first design kickoff meeting. This schedule will be binding for the Consultant's activities and will include the start and completion dates for each design activity. The Consultant and Project Team members shall use this schedule to ensure that all design milestone dates are being met for the project. The Consultant shall update the schedule to reflect performance periodically (minimally at each design phase) for the Project Team review and approval. Any recommendations for deviations from the approved design schedule must be explained in detail as to the causes for the deviation(s) and impact to the schedule.

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

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

The project site is located at the northeast extent of Oriental Avenue (39°21'57" North 74°24'35" West), where the jetty structure makes landfall. From this point the structure extends out into the Atlantic Ocean, roughly 1,200 linear feet, along the southerly limit of the Absecon Inlet. The location of the structure within the City of Atlantic City is depicted in **Exhibit 'B'**.

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

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

##### **1. Client Agency Representatives**

Name: John Benigno, Project Engineer  
Address: DEP Bureau of Coastal Engineering  
1510 Hooper Ave, Suite 140  
Toms River, NJ 08753  
Phone No: 732-255-0783  
E-Mail: [john.benigno@dep.nj.gov](mailto:john.benigno@dep.nj.gov)

Name: Glenn Golden, Project Environmental Specialist  
Address: DEP Bureau of Coastal Engineering  
1510 Hooper Ave, Suite 140  
Toms River, NJ 08753  
Phone No: 732-255-0762  
E-Mail: [glenn.golden@dep.nj.gov](mailto:glenn.golden@dep.nj.gov)

## VI. PROJECT DEFINITION

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### A. BACKGROUND

The New Jersey Department of Environmental Protection (NJDEP) Bureau of Coastal Engineering (BCE) requests proposals for the design services required to reconstruct the jetty extending from Oriental Avenue (also known as the South Absecon Inlet Jetty) in Atlantic City, NJ. During Super Storm Sandy, heavy wave impact, tidal surges and undermining attributed to significant damages along the extent of the jetty. Field inspections reported displacement of armor stone and destruction of the existing core box resulting in heavy settlement of cap stone and armor stone rotation throughout the structure. BCE estimates that approximately 1,000 linear feet of jetty was damaged due to Sandy. The nose of the jetty (extending from the Mean High Tide Line) experienced significant damage, and is in need of complete reconstruction.

The jetty was originally constructed in 1951, and was extended in 1958 and again in 1961 (current status). **Exhibit 'C'** includes the overall plan view of the 1961 extension and the profile view of the typical jetty cross section. Also included in the attachment is the design of the United States Coast Guard (USCG) Aid to Navigation Light Tower, which is located near the seaward extent of the jetty. The USCG Light Tower has been discontinued and the above grade portion since been removed; however the concrete footing still remains within the jetty. This may pose an issue during site reconstruction. The site has also served as a popular fishing location among locals for many years. See **Exhibit 'D'** for existing site photographs.

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## VII. CONSULTANT DESIGN RESPONSIBILITIES

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### A. INVESTIGATION AND DESIGN

#### 1. Field Surveying

This task shall include all labor, equipment, materials, supplies, facilities, work and expenses required for the execution and completion of the field survey work. The topographic survey is to extend 100 feet landward of the existing jetty face. Field survey sections are to be taken at 25 foot intervals along the jetty centerline and are to identify all existing features. Hydrographic survey will be limited to soundings taken along the northern and southern face of the existing jetty extending 100 feet in either direction. Hydrographic and Topographic Surveys shall maintain a minimum 10 foot overlap. **Exhibit "F"** delineates the area desired for the survey.

Base maps shall be prepared from the survey information collected and referencing the horizontal datum NJ State Plan Coordinate system NAD 1983 and vertical datum NAVD 1988. The maps shall include a tide gauge with the relationship between NGVD 1929 and NAVD



1988, and Mean Low Water, Mean High Water and High Tide Line. Survey control shall be set by the field surveyor.

## **2. Repair Design**

The proposal shall include structural design services for the reconstruction of sections along the 1,200 linear foot jetty. The proposed repairs are to include; clearing of existing concrete grout and investigation of the cap stone and core box, removal of existing cap stone, resetting of the removed cap stone, construction of the new core box, removal and disposal of broken concrete, and placement of new stone, which includes armor stone to ensure protection from future storm events.

## **3. Miscellaneous Services Allowance:**

The Consultant shall provide an allowance for miscellaneous services, should they be requested. This could include, but not limited to bid assistance, construction administration, design questions and RFI's, etc. Refer to section XI. A.

# **B. GENERAL DESIGN OVERVIEW**

## **1. Design Detail:**

Section VII of this Scope of Work is intended as a guide for the Consultant to understand the overall basic design requirements of the project and is not intended to identify each specific design component related to code and construction items. The Consultant shall provide those details during the design phase of the project ensuring that they are in compliance with all applicable codes, regulating authorities, and the guidelines established in the DPMC Procedures for Architects and Engineers Manual.

The construction documents shall provide sufficient information and detail to illustrate, describe and clearly delineate the design intent of the Consultant and enable all Contractors to uniformly bid the project.

The Consultant shall follow the New Jersey Bureau of Coastal Engineering submission requirements for all specifications, drawings and survey data. See **Exhibit 'E'**.

The Consultant shall ensure that all of the design items described in this scope of work are addressed and included in the project drawings and specification sections where appropriate.

It shall be the Consultant's responsibility to provide all of the design elements for this project. Under no circumstance may they delegate the responsibility of the design; or portions thereof, to the Contractor unless specifically allowed in this Scope of Work.

**2. Specification Format:**

The Consultant shall prepare the construction specifications in the Construction Specifications Institute (CSI) format entitled MasterFormat© 2014.

The project construction specifications shall include only those CSI MasterFormat© 2014 specification sections and divisions applicable to this specific project.

The Consultant shall work with the Bureau of Costal Engineering to incorporate their general conditions and to develop the final specification.

**3. Construction Cost Estimates:**

The Consultant shall include with each design submittal phase identified in Paragraph IV.A, a detailed construction cost estimate itemized and summarized by the divisions and sections of the Construction Specification Institute (CSI) MasterFormat© 2014 applicable to the project.

The detailed breakdown of each work item shall include labor, equipment, material and total costs.

The construction estimate shall include all alternate bid items and all unit price items itemized and summarized by the divisions and sections of the specifications.

**C. PROJECT COMMENCEMENT**

A pre-design meeting shall be scheduled with the Consultant and the Project Team members upon receipt of the Notice to Proceed in order to obtain and/or coordinate the following information:

**1. Project Directory:**

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

**2. Site Access:**

Develop procedures to access the project site and provide the names and phone numbers of approved escorts when needed. Obtain copies of special security and policy procedures that must be followed during all work conducted at the facility and include this information in Division 1 of the specification.

**3. Project Coordination:**

Review and become familiar with any current and/or future projects at the site that may impact the design, construction, and scheduling requirements of this project. Incorporate all appropriate information and coordination requirements in Division 1 of the specification, including:

The United States Army Corps of Engineers have solicited bids for the seawall construction and boardwalk restoration project in the North End of Atlantic City. This project will begin at Oriental Avenue and extend to Mediterranean Avenue. Construction bids have been received and construction is expected to commence in the near future.

**4. Existing Documentation:**

The State does not attest to the accuracy of the information provided and accepts no responsibility for the consequences of errors by the use of any information and material contained in the documentation provided. It shall be the responsibility of the Consultant to verify the contents and assume full responsibility for any determination or conclusion drawn from the material used. If the information provided is insufficient, the Consultant shall take the appropriate actions necessary to obtain the additional information required.

All original documentation shall be returned to the provider at the completion of the project.

**5. Scope of Work:**

Review the design and construction administration responsibilities and the submission requirements identified in this Scope of Work with the Project Team members. Items such as: contract deliverables, special sequencing or phased construction requirements, special hours for construction based on Client Agency programs, delivery dates of critical and long lead items, weather restrictions, and coordination with other project construction activities at the site shall be addressed.

This information and all general administrative information; including a narrative summary of the work for this project, *shall be included in Division 1* of the specification. The Consultant shall assure that there are no conflicts between the information contained in Division 1 of the specification and the DPMC General Conditions.

**6. Project Schedule:**

Review and update the project design and construction schedule with the Project Team members.

**D. DESIGN MEETINGS & PRESENTATIONS**

**1. Design Meetings:**

Conduct the appropriate number of review meetings with the Project Team members during each design phase of 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 Consultant shall describe the philosophy and process used in the development of the design criteria and the various alternatives considered to meet the project objectives. Selected studies, sketches, cost estimates, schedules, and other relevant information shall be presented to support the design solutions proposed. Special considerations shall also be addressed such as: Contractor site access limitations, utility shutdowns and switchover coordination, phased construction and schedule requirements, security restrictions, available swing space, material and equipment delivery dates, etc.

It shall also be the responsibility of the Consultant to arrange and require all critical Sub-Consultants to be in attendance at the design review meetings.

## **2. Design Presentations:**

The minimum number of design presentations required for each phase of this project is identified below for reference. An additional meeting may be required for presentation and/or observation with local authorities.

Investigation & Preliminary Design Phase: One (1) oral presentation at phase completion.

90% Design Development/BCE Permitting Phase: One (1) oral presentation at phase completion.

Final Design Phase: One (1) oral presentation at phase completion.

## **E. CONSTRUCTION BID DOCUMENT SUBMITTAL**

In addition to submitting construction bid documents as defined in Section XII Contract Deliverables, Consultant shall submit both specifications and drawings on compact disk (CD) in *Adobe Portable Document Format (.pdf) and AutoCAD files.*

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## **VIII. PERMITS & APPROVALS**

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### **A. REGULATORY AGENCY PERMITS**

Permits shall be obtained by the BCE and shall not be included in this proposal. However, the Consultant is to coordinate with BCE Project Environmental Specialist in order for the design plans to reflect permitting requirements. BCE will submit the plans devised for the 90% design

phase to the Division of Land Use Regulation in order to acquire the permits necessary for this project.

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## **IX. GENERAL REQUIREMENTS**

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### **A. SCOPE CHANGES**

The 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.

### **B. ERRORS AND OMISSIONS**

The errors and omissions curve and the corresponding sections of the "Procedures for Architects and Engineers Manual" are eliminated. All claims for errors and omissions will be pursued by the State on an individual basis. The State will review each error or omission with the Consultant and determine the actual amount of damages, if any, resulting from each negligent act, error or omission.

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## **X. ALLOWANCES**

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### **A. MISCELLANEOUS SERVICES ALLOWANCE**

The Consultant shall provide an allowance for miscellaneous services, should they be requested. The Consultant shall enter an amount of \$5,000 in their fee proposal line item entitled "Miscellaneous Services Allowances." Refer to Section VII. A. 3.

Any funds remaining in the Miscellaneous Services Allowance shall be returned to the State at the close of the project.

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## **XI. SUBMITTAL REQUIREMENTS**

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### **A. CONTRACT DELIVERABLES**

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All submissions shall include the Contract Deliverables identified in Section XII of this Scope of Work and described in the DPMC Procedures for Architects and Engineers Manual.

## **B. PROJECT DOCUMENT BOOKLET**

The Consultant shall submit all of the required Contract Deliverables to the Project Manager at the completion of each phase of the project. All reports, meeting minutes, plan review comments, project schedule, cost estimate in CSI format (2014 Edition), correspondence, calculations, and other appropriate items identified on the Submission Checklist form provided in the A/E Manual shall be presented in an 8½" x 11" bound "booklet" format.

## **C. DESIGN DOCUMENT CHANGES**

Any corrections, additions, or omissions made to the submitted drawings and specifications at the Permit Phase of the project must be submitted to Bureau of Coastal Engineering as a complete document. Corrected pages or drawings may not be submitted separately unless the Consultant inserts the changed page or drawing in the original documents. No Addendums or Bulletins will be accepted as a substitution to the original specification page or drawing.

## **D. SINGLE-PRIME CONTRACT**

All references to "separate contracts" in the Procedures for Architects and Engineers Manual, Chapter 8, shall be deleted since this project will be advertised as a "Single Bid" (Lump Sum All Trades) contract. The single prime Contractor will be responsible for all work identified in the drawings and specifications.

The drawings shall have the required prefix designations and the specification sections shall have the color codes as specified for each trade in the DPMC Procedure for Architects and Engineers Manual.

The Consultant must still develop the Construction Cost Estimate (CCE) for each trade and the amount shall be included on the DPMC-38 Project Cost Analysis form where indicated. This document shall be submitted at each design phase of the project and updated immediately prior to the advertisement to bid.

PROJECT NAME: South Absecon Inlet Jetty Repair  
PROJECT LOCATION: Oriental Avenue and Boardwalk, Atlantic City, New Jersey  
PROJECT NO: P1128-00  
DATE: 6/22/15

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## XII. 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:  7/6/15  
RONALD KRAEMER, JR., PROJECT MANAGER      DATE  
DPMC PROJECT PLANNING & INITIATION

SOW APPROVED BY:  7/2/15  
JAMES MCKENNA, ASSIST. DEPUTY DIRECTOR      DATE  
DPMC PROJECT PLANNING & INITIATION

SOW APPROVED BY:  7-6-15  
JOHN BENIGNO, PROJECT ENGINEER      DATE  
DEP, BUREAU OF COSTAL ENGINEERING

SOW APPROVED BY:  7-6-15  
GLENN GOLDEN, ENVIRONMENTAL SPECIALIST      DATE  
DEP, BUREAU OF COSTAL ENGINEERING

SOW APPROVED BY:  7/9/15  
RICHARD FLODMAN, DEPUTY DIRECTOR      DATE  
DIV PROPERTY MGT & CONSTRUCTION

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## **XIII.CONTRACT DELIVERABLES**

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The following is a listing of Contract Deliverables that are required at the completion of each phase of this project. The Consultant shall refer to the DPMC publication entitled, "Procedures for Architects and Engineers," Volumes I and II, 2<sup>nd</sup> Edition, dated January, 1991 to obtain a more detailed description of the deliverables required for each item listed below.

The numbering system used in this "Contract Deliverables" section of the scope of work corresponds to the numbering system used in the "Procedures for Architects and Engineers" manual and some may have been deleted if they do not apply to this project.

### **Pre-Design Meeting**

The consultant shall submit one (1) copy of the following:

1. Design Schedule – Gantt Chart

### **Investigation & Preliminary Design Submission**

#### Field Surveying

The consultant shall submit one (1) copy of the following:

1. Digital Files on Compact Disc (CD) or Approved Storage Device
  - Cover Label on Submittal
    - Project Number & Name
    - Municipality & County
    - Firm Name
    - Date of Survey

Submittal is to contain:

- Raw XYZ Survey Data
- Edited XYZ Survey Data
- AutoCAD file in ".dwg" format



### Preliminary Design

The consultant shall submit two (2) copies of the preliminary drawings on 24" x 36" plan sheets. The preliminary drawings shall consist of the following:

1. 1 Title Sheet
2. 1 Legend Sheet
3. 1 Survey Control Sheet
4. 1 General Plan & Elevation
5. Construction Details
  - a. Typical Jetty Cross-Section(s)
  - b. Typical Core Stone Box Design
  - c. Nose Construction Design
  - d. Additional Details

### Construction Cost Estimate

The construction cost estimate shall be submitted on an 8.5" x 11" sheet and shall be signed by a Professional Engineer, licensed in the State of New Jersey.

### **90% Design Development /BCE Permitting Phase**

The consultant shall submit two (2) copies of the 90% design on 24" x 36" plan sheets. This phase will also serve as the time period BCE submits plans to the Division of Land Use Regulation for project permits. Therefore ten (10) signed and sealed copies of the 90% design on 8.5" x 11" plan sheets. The 90% design shall consist of the following:

1. 1 Title Sheet
2. 1 Legend Sheet
3. 1 Survey Control Sheet
4. 1 General Plan & Elevation
5. Construction Details
  - a. Typical Jetty Cross-Section(s)
  - b. Typical Core Stone Box Design
  - c. Nose Construction Design
  - d. Additional Details

**PROJECT NAME: South Absecon Inlet Jetty Repair**  
**PROJECT LOCATION: Oriental Avenue and Boardwalk, Atlantic City, New Jersey**  
**PROJECT NO: P1128-00**  
**DATE: 6/22/15**

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### **Final Design Submission**

The consultant shall submit two (2) signed and sealed copies of the final design on 24" x 36" plan sheets. The consultant shall also submit two (2) signed and sealed copies on 8.5" x 11" plan sheets. The final design shall consist of the following:

1. 1 Title Sheet
2. 1 Legend Sheet
3. 1 Survey Control Sheet
4. 1 General Plan & Elevation
5. Construction Details
  - a. Typical Jetty Cross-Section(s)
  - b. Typical Core Stone Box Design
  - c. Nose Construction Design
  - d. Additional Details

In addition the consultant shall submit one (1) set of signed and sealed Mylar plans of the final design, and one (1) CD or approved storage device containing the PDF and AutoCAD files of the final design.

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## **XIII.EXHIBITS**

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The attached exhibits in this section will include a sample project schedule, and any supporting documentation to assist the Consultant in the design of the project such as maps, drawings, photographs, studies, reports, etc.

**END OF SCOPE OF WORK**

February 7, 1997  
Rev.: January 29, 2002

### Responsible Group Code Table

The codes below are used in the schedule field "GRP" that identifies the group responsible for the activity. The table consists of groups in the Division of Property Management & Construction (DPMC), as well as groups outside of the DPMC that have responsibility for specific activities on a project that could delay the project if not completed in the time specified. For reporting purposes, the groups within the DPMC have been defined to the supervisory level of management (i.e., third level of management, the level below the Associate Director) to identify the "functional group" responsible for the activity.

<u>CODE</u>	<u>DESCRIPTION</u>	<u>REPORTS TO ASSOCIATE DIRECTOR OF:</u>
CM	Contract Management Group	Contract Management
CA	Client Agency	N/A
CSP	Consultant Selection and Prequalification Group	Technical Services
A/E	Architect/Engineer	N/A
PR	Plan Review Group	Technical Services
CP	Construction Procurement	Planning & Administration
CON	Construction Contractor	N/A
FM	Financial Management Group	Planning & Administration
OEU	Office of Energy and Utility Management	N/A
PD	Project Development Group	Planning & Administration

## EXHIBIT 'A'

Activity ID	Description	Report	Weeks
<b>&lt;PROJ&gt;</b>			
<i>Design</i>			
CV2001	Schedule/Conduct PreDesign/Project Kick-Off Mtg.	CM	
CV2002	Prepare Program Phase Submittal	AE	
CV2003	Distribute Program Submittal for Review	CM	
CV2004	Prepare & Submit Project Cost Analysis (DPMC-38)	CM	
CV2005	Review & Approve Program Submittal	CA	
CV2006	Review & Approve Program Submittal	PR	
CV2007	Review & Approve Program Submittal	CM	
CV2008	Consolidate & Return Program Submittal Comments	CM	
CV2009	Prepares Schematic Phase Submittal	AE	
CV2010	Distribute Schematic Submittal for Review	CM	
CV2011	Prepare & Submit Project Cost Analysis (DPMC-38)	CM	
CV2012	Review & Approve Schematic Submittal	CA	
CV2013	Review & Approve Schematic Submittal	PR	
CV2014	Review & Approve Schematic Submittal	CM	
CV2015	Consolidate & Return Schematic Submittal Comment	CM	
CV2016	Prepare Design Development Phase Submittal	AE	
CV2017	Distribute D. Submittal for Review	CM	
CV2018	Prepare & Submit Project Cost Analysis (DPMC-38)	CM	
CV2019	Review & Approve Design Development Submittal	CA	
CV2020	Review & Approve Design Development Submittal	PR	
CV2021	Review & Approve Design Development Submittal	CM	
CV2022	Consolidate & Return D.D. Submittal Comments	CM	
CV2023	Prepare Final Design Phase Submittal	AE	
CV2024	Distribute Final Design Submittal for Review	CM	
CV2025	Review & Approve Final Design Submittal	CA	
CV2026	Review & Approve Final Design Submittal	PR	
CV2027	Review Final Design Submittal for Constructability	OCS	

DRCA - TEST

Sheet 1 of 3

Bureau of Design & Construction Services  
Routine Project

**Exhibit "A"**

**NOTE:**  
Refer to section "IV Project Schedule" of the  
Scope of Work for contract phase durations,  
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Activity ID	Description	Report	Weeks
CV3035	Review & Approve Final Design Submittal	CM	
CV3036	Consolidate & Return Final Design Comments	CM	
CV3060	Prepare & Submit Permit Application Documents	AE	
CV3064	Prepare & Submit Bidding Cost Analysis (DPMC-38)	CM	
<b>Plan Review-Permit Acquisition</b>			
CV4001	Review Constr. Documents & Secure UCC Permit	PR	
CV4010	Provide Funding for Construction Contracts	CA	
CV4020	Secure Bid Clearance	CM	
<b>Advertise-Bid-Award</b>			
CV5001	Advertise Project & Bid Construction Contracts	CP	
CV5010	Open Construction Bids	CP	
CV5011	Evaluate Bids & Prep. Recommendation for Award	CM	
CV5012	Evaluate Bids & Prep. Recommendation for Award	AE	
CV5014	Complete Recommendation for Award	CP	
CV5020	Award Construction Contracts/Issue NTP	CP	
<b>Construction</b>			
CV6000	Project Construction Start/Issue NTP	CM	
CV6001	Contract Start/Contract Work (25%) Complete	CON	
CV6002	Preconstruction Meeting	CM	
CV6003	Begin Preconstruction Submittals	CON	
CV6004	Longest Lead Procurement Item Ordered	CON	
CV6005	Lead Time for Longest Lead Procurement Item	CON	
CV6006	Prepare & Submit Shop Drawings	CON	
CV6007	Complete Construction Submittals	CON	
CV6011	Roughing Work Start	CON	
CV6012	Perform Roughing Work	CON	
CV6010	Contract Work (50%+) Complete	CON	
CV6013	Longest Lead Procurement Item Delivered	CON	
CV6020	Contract Work (75%) Complete	CON	

DPCA - TEST

Sheet 3 of 3

Bureau of Design & Construction Services  
Routine Project

Exhibit "A"

**NOTE:**  
Refer to section "TV Project Schedule" of the  
Scope of Work for contract phase durations.

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Activity ID	Description	Region	Weeks
CV0014	Roughing Work Complete	CON	
CV0021	Interior Finishes Start	CON	
CV0022	Install Interior Finishes	CON	
CV0020	Contract Work to Substantial Completion	CON	
CV0021	Substantial Completion Declared	CM	
CV0075	Complete Deferred Punch List/Seasonal Activities	CON	
CV0079	Project Construction Complete	CM	
CV0080	Close Out Construction Contracts	CM	
CV0089	Construction Contracts Complete	CM	
CV0090	Close Out A/E Contract	CM	
CV0092	Project Completion Declared	CM	

**NOTE:**

Refer to section "IV Project Schedule" of the Scope of Work for contract phase durations.

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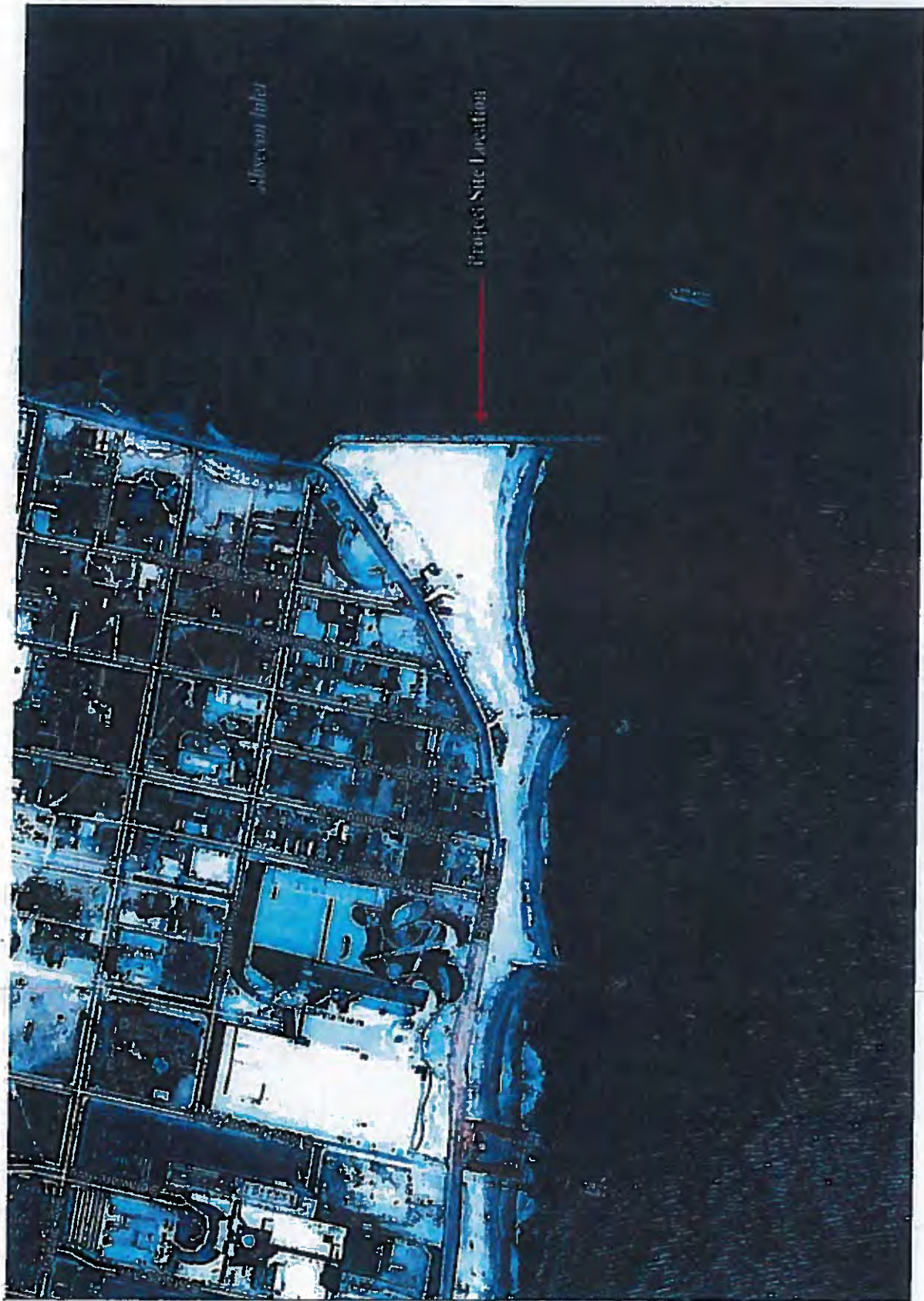
DBCA - TEST

Sheet 3 of 3

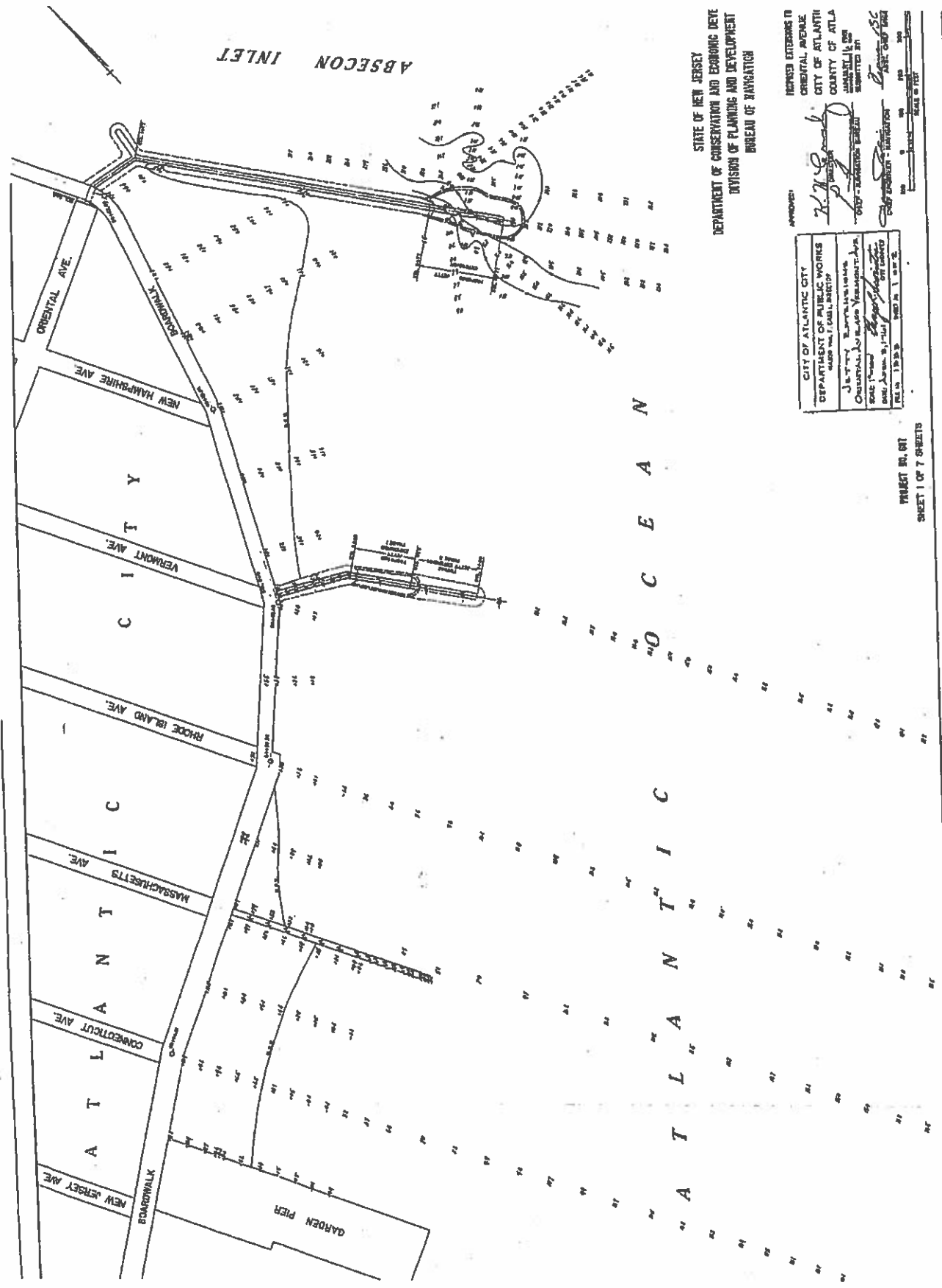
Bureau of Design & Construction Services  
Routine Project

**Exhibit "A"**





**EXHIBIT 'B'**



STATE OF NEW JERSEY  
 DEPARTMENT OF CONSERVATION AND ECONOMIC DEVELOPMENT  
 DIVISION OF PLANNING AND DEVELOPMENT  
 BUREAU OF NAVIGATION

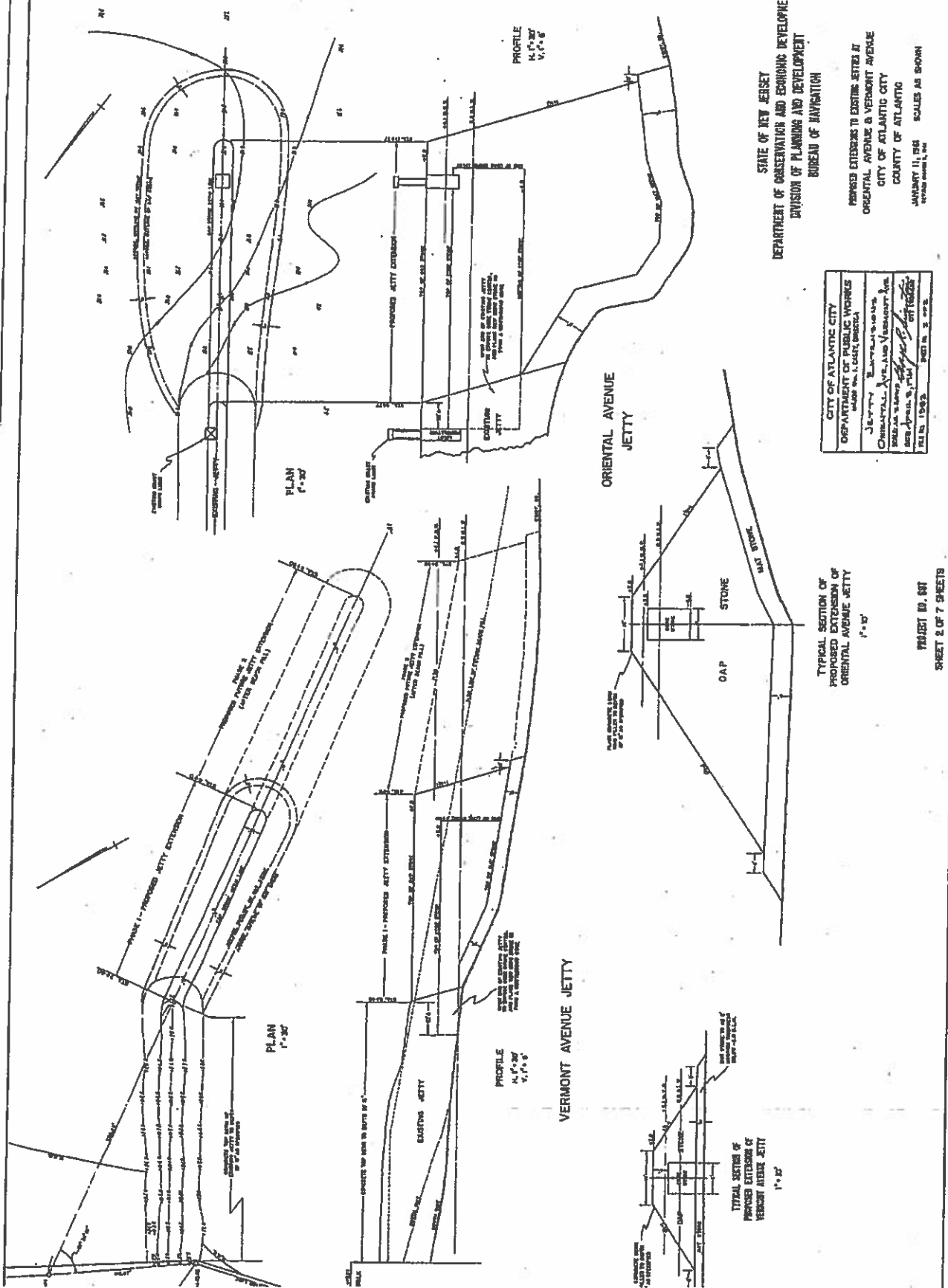
APPROVED: *[Signature]*  
 CITY OF ATLANTIC CITY  
 DEPARTMENT OF PUBLIC WORKS  
 ROAD AND LOCAL DISTRICT  
 J. A. TERRY, Director  
 ORIENTAL BLVD. VERMONT AVE.  
 8th Floor  
 ATLANTIC CITY, N.J. 08402  
 TEL. 438-2323 FAX 438-1082

DESIGNED BY: *[Signature]*  
 CIVIL ENGINEER - NAVIGATION  
 1000 N. 10th St.  
 PHILADELPHIA, PA. 19107

DESIGNED BY: *[Signature]*  
 CIVIL ENGINEER - NAVIGATION  
 1000 N. 10th St.  
 PHILADELPHIA, PA. 19107

PROJECT NO. 817  
 SHEET 1 OF 7 SHEETS





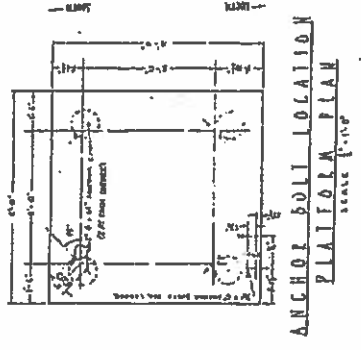
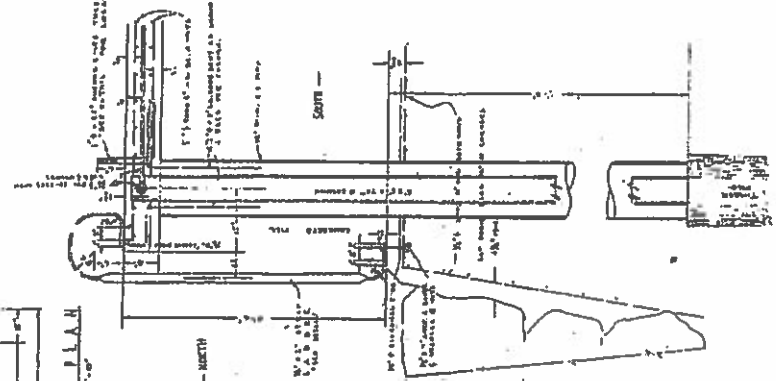
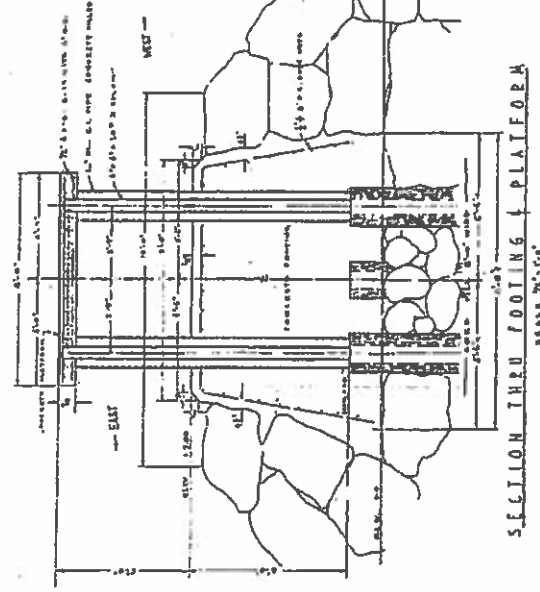
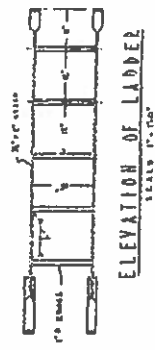
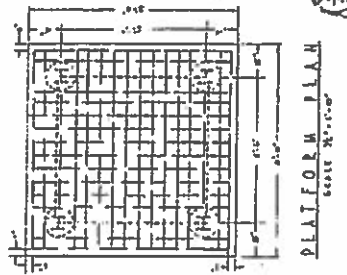
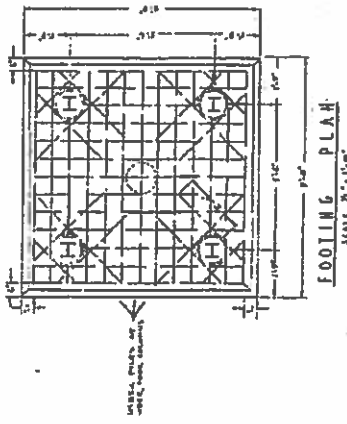
STATE OF NEW JERSEY  
 DEPARTMENT OF CONSERVATION AND ECONOMIC DEVELOPMENT  
 DIVISION OF PLANNING AND DEVELOPMENT  
 BUREAU OF NAVIGATION

PROPOSED EXTENSION TO EXISTING JETTIES AT  
 ORIENTAL AVENUE & VERMONT AVENUE  
 CITY OF ATLANTIC CITY  
 COUNTY OF ATLANTIC  
 JANUARY 11, 1966  
 SCALE AS SHOWN

CITY OF ATLANTIC CITY
DEPARTMENT OF PUBLIC WORKS
Jetty Extension
ORIENTAL AVE. AND VERMONT AVE.
REVISIONS
DATE
BY
CHECKED

TYPICAL SECTION OF  
 PROPOSED EXTENSION OF  
 ORIENTAL AVENUE JETTY  
 1" = 10'

PROJECT NO. 581  
 SHEET 2 OF 7 SHEETS



DETAILS OF FOUNDATION FOR  
COAST GUARD LIGHT-ORIENTAL AVE. JETTY

STATE OF NEW JERSEY  
DEPARTMENT OF CONSERVATION AND ECONOMIC DEVELOPMENT  
DIVISION OF PLANNING AND DEVELOPMENT  
BUREAU OF NAVIGATION

PREPARED BY: EDWIN J. KIRBY, JR.  
ORIENTAL AVENUE & VERMONT AVENUE  
CITY OF ATLANTIC CITY  
COUNTY OF ATLANTIC  
SEPT. 1, 1951  
PPK 8-5-51  
SCALE AS SHOWN

SHEET NO. 681  
SHEET 3 OF 7 SHEETS

COAST GUARD DRAWING INT-1071

P1128-00 Photographs of Existing Conditions



Damaged Boardwalk Leading to Jetty



Part of ACOE Project (not in Scope)



**P1128-00 Photographs of Existing Conditions**



**Displaced Core Stone and Settled Cap Stone**





P1128-00 Photographs of Existing Conditions



Settled Cap Stone



P1128-00 Photographs of Existing Conditions



Armor Stone Rotation





P1128-00 Photographs of Existing Conditions



Top of Jetty Looking East



Navigational Light Tower Footing



Top of Jetty Looking West

REQUIREMENTS FOR ALL SPECIFICATIONS, DRAWINGS & SURVEY DATA  
SUBMITTED TO  
STATE OF N.J. - BUREAU OF COASTAL ENGINEERING

**PLAN REQUIREMENTS**

- All submissions shall be original black ink on Mylar (polyester) film, matte both sides, 3 mil thick.
- Sizes:
  - \* Project plan drawings 24"x36"
  - \* Project plan drawings 8.5"x11"
  - \* Minimum ½" borders (ACOE standards for permit drawings)
  - \* Lettering shall be no larger than 0.25" and no smaller than 0.10".

In addition to the above, computer files in the following format shall be provided.

- **PREFERRED FORMAT**      DWG drawing format (AutoCAD)

\*\*\* DXF files may be used as an alternative to AutoCAD.

**IF DXF FORMAT IS USED, CONSULTANT SHALL ENSURE COMPLETE AND TOTAL DRAWING EXCHANGE (fonts, line weight and type, proper location and orientation of all drawing details) BETWEEN CHOSEN FORMAT AND AutoCAD, BEFORE SUBMISSION.**

- **Limit X-REF OR ATTACHED IMAGE FILES, INCLUDE NECESSARY FILES.**
- Layers: No turned off or locked.
- Do not include any data other than what will be shown in the hard copy printout of each drawing page.
- Font: One font only, standard block lettering.
- No shading or solid fill areas.
- Limited cross-hatching, only if absolutely necessary.

The following information shall be included on all project plans, unless otherwise specified by the Bureau:

- All plan views shall be in the State Plane Coordinate System NAD83, in feet and tenths of feet, with a north orientation to the top of drawing sheet. Graphic scale shall be included on every page and for each feature.
- All land/beach construction project elevations shall be in feet and tenths of feet and refer to NAVD88 (i.e., bulkheads, revetments, CDFs, beachfills). All dredging project depths shall be in local MEAN LOWER LOW WATER (MLLW). Adjustment between MLLW and NAVD88 shall be noted and a range of tide scale must be provided.



- Clearly delineate the U.S. Army Corps of Engineers High Tide line<sup>1</sup>/spring high water line, mean high water line, and mean low water line.
- Block and Lot limits and numbers for the properties within the project footprint and adjacent to the project area shall be delineated on all plan view sheets.
- All existing structures, roads, utilities, topography, vegetation, piers, bulkheads, pilings, rip-rap, etc. within the scope of the project and all its contiguous lots. Include spot elevations for adjacent structures such as adjoining bulkheads, sidewalks, revetments, etc., for quick reference by field representatives.
- Wetlands delineation of coastal and/or freshwater wetland limits (if they exist). The coastal upper and lower wetland boundary can be obtained directly from the Wetlands Act of 1970 (N.J.S.A 13:9A-1 et seq.) promulgated wetlands maps. Any existing verified freshwater wetlands delineation (obtained through Letter of Interpretation or Freshwater Wetlands Permit) shall be shown, including the file/permit number and resource value classification.
- Identify the existing 100-year base flood elevation in NAVD88 and the FEMA zone designation for the project area. Also include the Advisory Base Flood Elevation (ABFE) and FEMA zone designation.
- A soil erosion and sediment control plan which is in compliance with the appropriate Soil Conservation District requirements.
- All proposed construction, structures, filling, grading, excavation, clearing, limits of disturbance, utilities, landscaping and soil erosion and sediment control devices shall be clearly labeled, showing all distances, dimensions, elevations, and grades necessary to properly describe items for construction.
- A cross-section view, to scale, showing all existing and proposed structures, excavation, grading, etc., including water depth and locations as described above. Separate cross-section views shall be required where the nature of work changes (i.e., cantilever bulkhead to bulkhead with tie-back system) to accurately depict construction details.
- The general site location of the project, which may be on an insert from a USGS topographic quadrangle map or a county or local road map. The state plane and latitude, longitude coordinates for the project location.
- The name of the person who prepared the plan and the date it was prepared. All plans must be signed and sealed by a licensed Professional Engineer in the State of New Jersey.

#### SURVEY DATA:

- All survey data shall be referenced to National Geodetic Survey monumentation.

<sup>1</sup> U.S. Army Corps High Tide line - The term means the line of intersection of the land with the water's surface at the maximum height reached by a rising tide (i.e., the highest high tide of the year) and does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

- All information supplied (data, work drawings, cross-sections) shall include all raw survey data/notes.

Sample title block, to be placed in lower right hand corner:

BY	APPR.	STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION OFFICE OF ENGINEERING & CONSTRUCTION BUREAU OF COASTAL ENGINEERING			
		EMERGENCY BULKHEAD REPAIR BARNEGAT LIGHTHOUSE STATE PARK BOROUGH OF BARNEGAT LIGHT COUNTY OF OCEAN			
DATE	DESCRIPTION	DRAWN BY: B.M.C.	APPROVALS		PROJECT NO. 4181-05
		CHECKED BY: C.B.T.	APPROVED BY	TITLE	DATE
REV.		SCALE: AS SHOWN			SHEET 1 OF 5
		DATE: JAN. 13, 2005			DWG. NO. E-34-37

**ADDITIONAL ENGINEER AND DESIGN INFORMATION:**

In addition to the plan requirements the engineer must provide the following calculations if applicable:

- Overall Area (sq. ft.) to be filled
  - Area (sq. ft.) to be filled waterward of the Corps High Tide Line<sup>1</sup>
  - Area (sq. ft.) to be filled waterward of the mean high water line
  - Area (sq. ft.) of underwater (below mean low water) to be filled
  - Area (sq. ft.) of intertidal (between the CORPS High Tide Line\* and mean low water) to be filled
  - Area (sq. ft.) of intertidal (between the mean high water and mean low water) zone to be filled
  - Area (sq. ft.) of wetlands to be filled
  - Area (sq. ft.) of material being excavated
  
- Proposed height(s) of fill (berm, dune, seawalls, bulkhead)
  
- Overall Volume of material used in fill
  - Volume to be discharged below the plane of (and waterward of) the Corps High Tide Line<sup>1</sup>
  - Volume to be discharged below the plane of (and waterward of) the mean high water line
  - Volume to be discharged in the intertidal (between the CORPS High Tide Line<sup>1</sup> and mean low water)
  - Volume to be discharged in the intertidal (between mean high water and mean low water)
  - Volume to be discharged below mean low water
  - Overall Volume of material used in fill
  - Volume of material to be excavated

<sup>1</sup> U.S. Army Corps High Tide line - The term means the line of intersection of the land with the water's surface at the maximum height reached by a rising tide (ie, the highest high tide of the year) and does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

- Provide an alternative analysis for the proposed project giving discussion and documentation explaining why this method of shore protection is best suited for this project area. Include alternate designs for the project site and discuss what aspects do not make them optimal under the conditions of this project.
- After all permit applications have been submitted, the municipality shall supply all technical specifications for the proposed project on a CD in Microsoft Word format. The Bureau will provide a template to be used to develop the specifications for this project.

**ADDITIONAL MUNICIPAL REQUIREMENTS:**

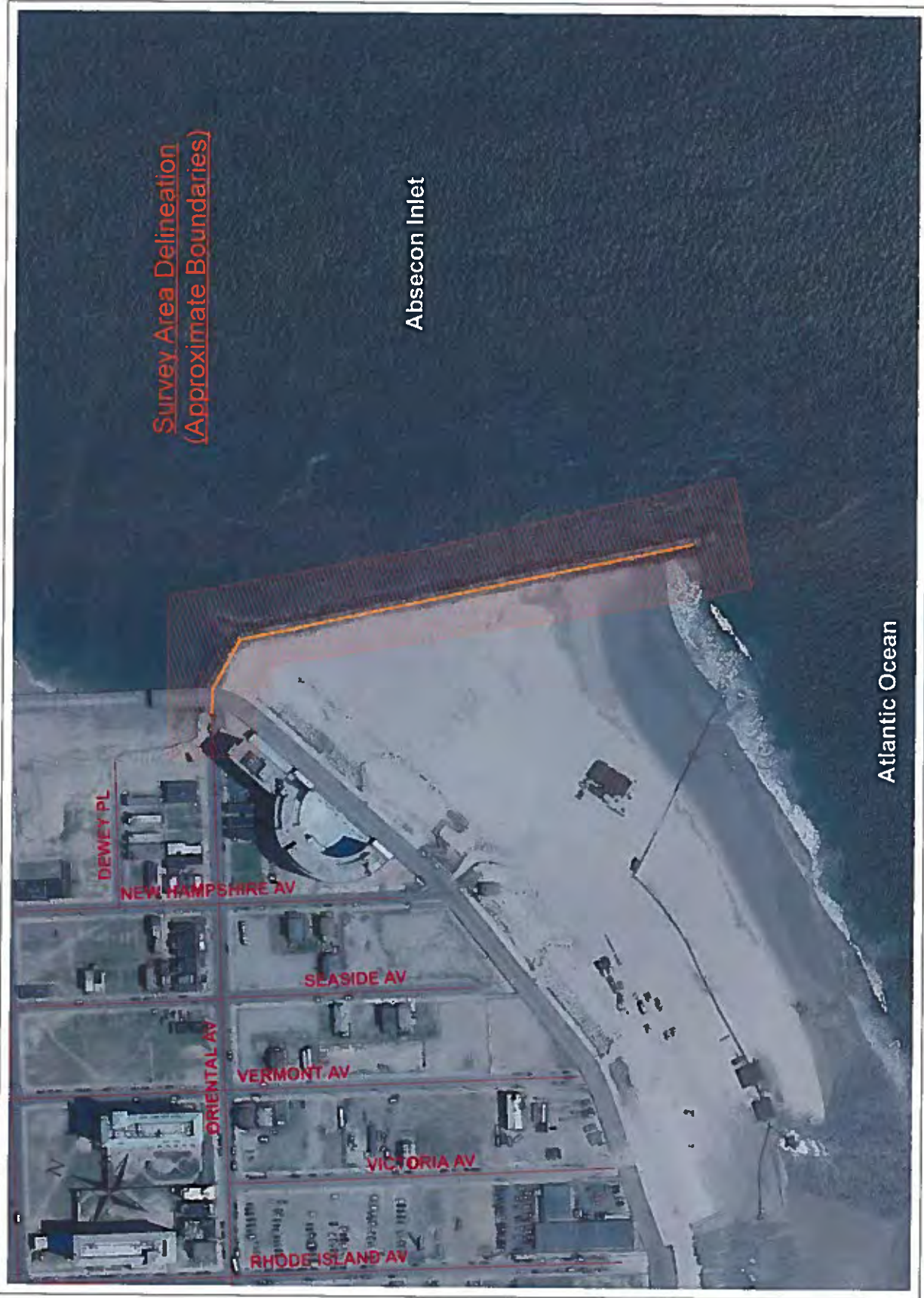
The municipality is responsible for providing the following:

- Execution of a future State-Aid agreement.
- The municipality, as a requirement of the State-Aid agreement, shall provide a perpetual easement for all private and public property within the project area. The language of this easement, which will be provided by the State of New Jersey, encompasses project construction and project maintenance, as well as parallel and perpendicular public access.
- Provide two copies of the following lists:
  1. A certified list of all owners of real property, including easements as shown on a current tax map, within 200 feet of the project property and/or the disposal area property, if applicable. This list should include all owners of real properties within the project footprint. This list shall be no more than one year old.
  2. A certified list of all owners of real property, as discussed above, limited to the property owners directly adjacent to the project property and/or the disposal area property if applicable.
  3. A certified list of all owners of real property, as discussed above, limited to the property owners whose parcels fall within the project footprint.

**Contacts:** Plan Requirement Information - Bruce M. Clark, GIS Specialist - 732-255-0782  
Engineering and Design Information – *John Benigno, Project Engineer*  
Permitting Information – *Glenn Golden, Project Env. Specialist*



**South Absecon Inlet Jetty Repair**  
 NJDEP Project No. 4264-15  
 City of Atlantic City, Atlantic County, New Jersey



**SCALE**

1 inch = 150 feet

**Legend**



Jetty Centerline



Delineated Survey Area

**Aerial Photo:**

Atlantic City, NJ 2012  
 Courtesy of NJDEP

**EXHIBIT 'F'**

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

**GENERAL CONDITIONS  
TO THE  
CONSULTANT AGREEMENT**

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## **1. ANTI-COLLUSION CLAUSE**

Pursuant to *N.J.S.A. 52:34-15*, the Consultant, by signing the Proposal, does hereby warrant and represent that this agreement has not been solicited, secured, or prepared directly or indirectly, in a manner contrary to the laws of the State of New Jersey and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind directly or indirectly, to any state employee, officer or official.

## **2. CONFLICT OF INTEREST**

The Consultant shall notify to the Owner in writing of any interest in, or association with, any Contractor, subcontractor, material supplier, Consultant or manufacturer or other party which has any interest in this Project as soon as the potential for such interest is reasonably foreseeable by the Consultant.

## **3. OFFER OF GRATUITIES**

*N.J.S.A. 52:34-19* makes it a misdemeanor to offer, pay or give any fee, commission, compensation, gift or gratuity to any person employed by the Owner. It is the policy of the Owner to treat the offer of any gift or gratuity by any company, its officers or employees to any person employed by the State of New Jersey as grounds for debarment or suspension of such company from submitting proposals on and providing work or materials on State contracts.

a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by *N.J.S.A. 52:13D-13b.* and *e.*, in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by *N.J.S.A. 52:13D-13i.*, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of *N.J.S.A. 52:13D-13g.*

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of *N.J.S.A. 52:13D-13g.* Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

f. The provisions cited above in paragraph 3a. through 3e. shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c.

#### 4. CONFLICT OF TERMS

In the event of a conflict in contractual terms and conditions between the Documents comprising this AGREEMENT, the following order shall prevail for purposes of interpretation of this contract.

- a. Notice of Award
- b. Agreement between the State of New Jersey and the Consultant
- c. General Conditions to the Consultant AGREEMENT
- d. Consultant's Fee Proposal
- e. Addenda
- f. Scope of Work
- g. Consultant's Technical Proposal
- h. PROCEDURES FOR ARCHITECTS & ENGINEERS

#### 5. NON-DISCRIMINATION

During the performance of this contract, the contractor agrees to comply with the following Mandatory Equal Employment Opportunity Language (N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)):

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

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

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

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

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:

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

**For Construction Contracts:** The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be

limited to the following: employment, up- grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27- 7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27- 7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5- 31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by

custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on- the- job and/or off- the- job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

## 5A. Anti-Discrimination Provisions (NJSA 10:2-1)

Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

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

- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

## **6. TIME OF COMPLETION**

In the event of the failure of the Consultant to complete the work within the time specified solely due to their own cause of delay, the Consultant may be liable to the Owner for all direct and consequential losses or damages that the Owner may incur because of the delay; such as, but not limited to, added costs of the project and the cost of furnishing temporary services and facilities, if any.

Any such sums for which the Consultant is liable may be deducted by the Owner from any monies due or to become due to the Consultant.

## **7. FEES AND INVOICING**

The Consultant's fee for tasks performed during the design phase and for all technical and administrative tasks during the construction and close-out phases, such as the review of Contractor submittals, preparation and distribution of minutes, on-site observation during construction, etc., will be a lump sum amount unless stated otherwise. The Consultant's lump sum fee shall be further broken down by phase depending on the contract. In the event that any of the project phases or services are extended for reasons other than the fault of the Consultant, then the Consultant may submit an amendment for additional costs associated with the extension or additional services. Such costs shall be based on direct costs. The Consultant will not be entitled to an automatic extension of the monthly rate for that phase or any subsequent phase.

Invoices for materials and labor expenses shall be submitted on an Invoice Form provided by the Owner, accompanied by appropriate backup as required by the Owner. Copies of all bills for reimbursables allowed by contract must be attached to the invoice form.

Invoices during the design phase may be submitted monthly to the Owner or when work is completed, reviewed and accepted by the Owner. Invoices during the construction phase may also be submitted monthly. Completed invoices must identify the Owners project number for the project and location of the project. Invoices for all work performed shall be processed only after Owner review and acceptance of the work.

Invoices will not be processed if work is found to be incomplete or unsatisfactory upon review by the Owner. The invoice, or portion of the invoice, will be held unprocessed until the Consultant makes the necessary corrections and the work is acceptable to Owner.

## **8. NJ PROMPT PAYMENT ACT**

8.1 For purposes of the State's Prompt Payment Act N.J.S.A. 2A:30A-1 et seq.:

- a. An invoice will be deemed to have been received by the Owner when it is received by the person or entity designated by the State to review and sign the invoice on the State's behalf at the address designated by the

State for receipt of contract invoices. Receipt of an invoice by such person or entity shall commence the running of the 20-day period for formal approval and certification as provided under N.J.S.A. 2A:30A-2(a).

- b. The “billing date” as that term is used in N.J.S.A. 2A:30A-2 shall be the earlier of the date upon which an invoice for payment is approved for payment or 20 days after the invoice is received, per subparagraph “A” above, unless within such 20-day period the invoice is found to be incomplete or otherwise unacceptable and returned to the Consultant with a written explanation of deficiencies.
- c. In the event that an invoice is found to be deficient and returned to the Consultant, the “billing date” shall be calculated from the date that a corrected invoice is received.
- d. Payment shall be considered to have been made on the date on which a check for such payment is dated.
- e. Payment terms (e.g. “net 20”) offered by the Consultant shall not govern the Owner’s obligation to make payment.
- f. The following periods of time will not be included in the calculation of the due date of any Consultant invoice:
  - 1) Any time elapsed between receipt of an improper invoice and its return to the Consultant, not to exceed 20 calendar days; or
  - 2) Any time elapsed between the State’s return of an improper invoice to the Consultant and the Owner’s receipt of a corrected invoice.

8.2.1 The Provisions of this Article 8 shall not govern the Owner’s payment obligations nor shall they supersede or modify any other contractual provision allowing the withholding of monies from the Consultant to the extent that the Consultant has not performed in accordance with the provisions of the contract. Nor shall this Article 8 govern the State’s payment obligations nor supersede or modify any other contractual provision governing Consultant claims for additional compensation beyond the base contract price and approved contract amendments.

### 8.3 Interest

8.3.1 Interest shall be payable on amounts due the Consultant if not paid within thirty (30) calendar days after the billing date specified in the above subparagraph 8.1 (f) as provided under the State’s Prompt Payment Act (N.J.S.A. 2A:30A-1 et seq.). Interest at a equal to the prime rate plus 1% on amounts due shall be payable to the consultant for the period beginning on the day after the required payment date and ending on the date on which the check for payment is drawn.

8.3.2 Interest may be paid by separate payment to the Consultant, but shall be paid within thirty (30) calendar days of payment of the principal amount of the approved invoice.

8.3.3 Nothing in this Article 8 shall be construed as entitling the Consultant to payment of interest on any sum withheld by the Owner for any reason permitted under the contract or applicable law, or on any claim for additional compensation, over and above sums due under the base contract or approved contract amendments.

8.4.1 Disputes regarding nonpayment of a Consultant’s invoice under this Article 8 may be submitted to non-binding Alternative Dispute Resolution (ADR) upon mutual agreement of the Owner and the Consultant. In such event, the Owner and the Consultant shall share equally the fees and expenses of the selected mediator, arbitrator, umpire or other ADR neutral. Provided, however, that nothing herein shall be construed, in whole or in part, as a waiver, release or modification of the provisions of the New Jersey Contractual Act, N.J.S.A. 59:13-1 et seq. as it governs claims against the State.

8.4.2 A Consultant not paid sums due under an approved invoice within thirty (30) days of the billing date may suspend performance without penalty for breach of contract, but only after providing the Owner with seven (7) days written notice of non-payment, and only in the event that the Owner fails to furnish the Consultant, within that seven

(7) day period, with a written statement of the amount withheld and the reasons for the withholding. Nothing herein shall be construed to excuse the Consultant's non-performance, or to limit the Owner's rights and remedies relating to such non-performance, with regard to any monies withheld from the Consultant upon the proper notice provided under this Article 8 or with regard to any Consultant claim disputed by the Owner.

## **9. WITHHOLDING PAYMENT FOR NON-DELIVERY OF DELIVERABLES**

- a. If technical data such as plans, specifications, minutes, approvals, recommendations, "Record" drawings, reports, computer disks, spare parts, lists, or instructions books, operating and maintenance manuals, or any other items required by this AGREEMENT have not been delivered when due or are found to be incomplete or deficient upon delivery, the Owner may withhold from each invoice an amount equivalent to the value of the technical data, or any part thereof not delivered or deficient.
- b. The withholding of any sums pursuant to this article shall not be construed as, or constitute in any manner, a waiver by the Owner of the Consultant's obligation to furnish the data required under this contract. In the event the Consultant fails to furnish these items, the Owner shall have those rights and remedies provided by law and pursuant to this AGREEMENT in addition to, and not in lieu of, the sums withheld in accordance with this article.

## **10. DELAY**

The Owner shall have the right to defer the beginning or to suspend the whole or any part of the work herein contracted to be done whenever, in the opinion of the Owner, it may be necessary or expedient for the Owner to do so. And, if the Consultant is delayed in the completion of the work by act, neglect, or default of the Owner, or any other Consultant or Contractor employed by the Owner upon the work or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any case beyond the Consultant's control, or by any cause which the Owner shall decide to justify the delay, then for all such delays and suspensions the Consultant shall be allowed one day additional to the time herein stated for each and every day of such delay so caused in the completion of the work, the same to be determined by the Owner, and a similar allowance of extra time would be made for such other delays as the Owner may find to have been caused by the Owner. No such extension shall be made prior to the beginning of such delay, and a written request for additional time shall be filed with the Owner.

## **11. CONSULTANT'S CLAIMS FOR DAMAGES**

Any claims made by any Consultant against the Owner for damages or extra costs are governed by and subject to the *New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.* as well as all the provisions in this contract.

## **11A. MUTUAL RESPONSIBILITY OF CONSULTANT, CONTRACTORS**

Should any Consultant damage or unnecessarily delay the work of the Owner or other Consultants or Contractors sustain damages, including delay damages, then and in that event, the culpable party agrees to pay all damages incurred by the damaged Consultant or Contractor(s). The injured Consultant or Contractor or Owner shall have a right of enforcement in court directly against the culpable party. In addition, the culpable party further agrees to defend, indemnify and save harmless the Owner from all such claims and damages. Nothing contained in this paragraph shall be construed to relieve the culpable Consultant from any liability or damage sustained on account of its acts, errors or omissions.

The Owner shall not be liable to any Consultant or Contractor for any damages or extra costs as specified in this paragraph and the Consultant's or Contractor's exclusive remedy shall be against the culpable party. The injured Consultant or Contractor agrees to make no claim for damages against the Owner when the Owner has no direct responsibility for the damages.

## **12. LIMITATIONS OF LIABILITY**

In the event of the breach of this AGREEMENT by the Owner, the Consultant shall be entitled to seek compensatory damages, but subject to the following exception; in no event shall the Owner be liable to the Consultant for any special, consequential, incidental or penal damages, including, but not limited to, loss of profit or revenues, costs of capital, interest of any nature, or attorneys' fees.

## **13. DISPUTES**

The Consultant may at any time request a Contracting Officer's Conference of any claim, dispute or matter in question arising out of or relating to this AGREEMENT. However, it shall not be a condition precedent to the Consultant's right to file a legal action upon such claim, dispute or matter that it be first considered and addressed at a Contracting Officer's Conference.

Disputes regarding whether a party has failed to make payments required under the New Jersey Prompt Payment Act, N.J.S.A. 2A:30A-1, et seq., shall be governed by the provisions of paragraph 8.4.1 of these General Conditions.

The Contractors who are working on the same project as the Consultant may also request a Contracting Officer's Conference should they have any claim, dispute or matter in question arising out of or relating to their individual contracts. The Consultant will be required to participate in such conference either as a party to the dispute or as the Owner's witness.

## **14. INDEMNIFICATION**

The Consultant shall indemnify and hold harmless the Owner, its employees, representatives, and agents from and against any and all losses, suits, claims demands, fines, penalties, awards, damages, costs and expenses as well as reasonable attorney fees and court costs to the extent caused by: (A) its negligence, default, breach, or errors or omissions by the Consultant of obligations under this AGREEMENT; or (B) violations or non-compliance with federal, State, local or municipal laws & regulations ordinances, building codes (including Americans with Disabilities Act, OSHA Environmental Protection Act) arising from the performance of this AGREEMENT or arising out of conditions created or caused to be created by the sole negligence of the Consultant, its agents, employees and subcontractors. The Consultant will defend the Owner, its employees, representatives, and agents from and against any and all suits, claims, demands, fines, penalties, awards, damages, costs and expenses as well as reasonable attorney fees and court costs, wherein any of the matters described in "A" or "B" above are alleged.

## **15. TERMINATION FOR CONVENIENCE OF THE OWNER**

The performance of work under this AGREEMENT may be terminated by the Owner in accordance with this Article in whole, or from time to time in part, whenever the Owner shall determine that such termination is in its best interest. Any such termination shall be effected by delivery to the Consultant of a Notice of Termination specifying the extent to which performance and work under the AGREEMENT is terminated and the date upon which such termination becomes effective.

The Consultant shall be entitled to a proportion of the fee which the services actually and satisfactorily performed by it shall bear to the total services contemplated under this AGREEMENT less payments



previously made, together with appropriate reimbursable costs to be negotiated between the Consultant and Owner.

In addition, the Owner may negotiate with the Consultant to establish an amount of compensation for the Consultant's costs incurred in the close-out of the AGREEMENT.

## **16 TERMINATION FOR CAUSE**

If the Consultant persistently disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or otherwise has substantially breached the AGREEMENT, and fails within seven (7) days after receipt of written notice to commence and continue correction of such default, neglect or violation with diligence and promptness, the Owner may, without prejudice to any other remedy the Owner may have, terminate the employment of the Consultant and may finish the services by whatever methods the Owner may deem expedient. In such case the Consultant shall not be entitled to receive any further payment until the Project is finished. No action by the Owner under this provision shall operate to waive or release any claims that the Owner may have against the Consultant under the AGREEMENT.

## **17 SUSPENSION**

The Owner may, in its sole discretion, suspend the work. Compensation for a suspension shall be allowed only as provided in this Article.

If the Owner determines that the work of this AGREEMENT has been suspended for a period cumulatively totaling less than 90 calendar days then there shall be no AGREEMENT Modification adjusting the Consultant's compensation.

If the Owner determines that the Work of this AGREEMENT has been suspended for a period cumulatively totaling 90 calendar days, and if the Owner determines that the suspension has resulted from no fault of the Consultant, than an AGREEMENT Modification covering the remaining work to be done shall be executed.

An AGREEMENT modification shall be executed between the Owner and the Consultant providing an adjustment to the Consultant's compensation which the Owner and Consultant deem proper after reviewing submissions by the Consultant relating to increased costs which the Consultant has actually incurred as a direct result of the suspension.

None of the above provisions shall negate any other terms of this AGREEMENT.

When such a suspension is determined by the Owner to be the fault of the Consultant, the Owner may, at its option, suspend all payments to the Consultant. Payment may be reinstated by the Owner upon completion of the Work in accordance with the other provisions of the AGREEMENT. There shall be no upward adjustment in direct or indirect costs or in any other costs. Alternately, the Owner may terminate the AGREEMENT consistent with Article 16 or 17 or carry out the Work as provided for in Article 18.

## **18. OWNER'S RIGHT TO CARRY OUT THE WORK**

If the Consultant fails to perform any obligation imposed under this AGREEMENT, and fails within seven (7) days after receipt of written notice to commence and continue correction of such failure with diligence and promptness, the Owner may, without prejudice to any other remedy the Owner may have to take steps to remedy such failure. In such case an appropriate written notice shall be issued deducting from the payments then or thereafter due the Consultant the cost of correcting such failure including compensation for other Consultant or Contractor additional services made necessary by such failure. If the payments then or thereafter due the Consultant are not sufficient to cover such amount, the Consultant shall pay the

difference to the Owner. Any action by the Owner under this provision shall be without prejudice to the Owner's rights under this AGREEMENT and shall not operate to release the Consultant from any of its obligations under the AGREEMENT.

## **19. NEW JERSEY PREVAILING WAGE ACT**

Each sub-consultant or Contractor hired by the Consultant shall comply with the New Jersey Prevailing Wage Act, *N.J.S.A. 34:11-56.25* through *56.46*, and all amendments thereto, and this Act is hereby made a part of every agreement entered into on behalf of the State of New Jersey through the Department of the Treasury, except those agreements which are not within the contemplation of the Act. Provisions of the Act include:

- a. All workers employed in the performance of every agreement in which the agreement sum is in excess of \$2,000 and work to which the Owner is a party shall be paid not less than the prevailing wage rate as designated by the Commissioner of Labor and Workforce Development or its duly authorized representatives.
  - (1) Each Consultant and sub-consultant performing public work for the Owner on behalf of the Department of the Treasury, who is subject to the provisions of the Prevailing Wage Act, shall post the prevailing wage rates for each craft and classification involved as determined by the Commissioner, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work or at such place or places as are used by them to pay workers their wages.
  - (2) The Consultant's signature on the proposal is their guarantee that neither they nor any of their subconsultants is currently listed or on record by the Commissioner as one who has failed to pay the prevailing wages according to the Prevailing Wage Act.
- b. In the event it is found that any worker, employed by any Consultant or any sub-consultant covered by any agreement in excess of \$2,000 for any public work to which the Owner is a party, has been paid a rate of wages less than the prevailing wage required to be paid by such agreement, the Owner may terminate the Consultant's or sub-consultant's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and may otherwise prosecute the work to completion.
- c. Nothing contained in the Prevailing Wage Act shall prohibit the payment of more than the prevailing wage rate to any worker employed on a public work.

## **20. PUBLIC ANNOUNCEMENTS**

Publicity and/or public announcements pertaining to this project shall be cleared with the Owner in writing prior to release.

## **21. PATENTS**

If the Consultant employs any design, device, material, or process covered by letters of patent or copyright, it shall provide for such use by suitable legal AGREEMENT with the patentee. The Consultant shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work. The Consultant shall defend, indemnify and save harmless the Owner from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution of or after the acceptance of the work.

## **22. OWNERSHIP OF DOCUMENTS**

Ownership of all plans, original drawings, specifications, data, samples, tests surveys, models, material, computer discs, evidence, documentation gathered, originated or prepared by the Consultant or his sub-consultants during the performance of the contractual responsibilities pursuant to this contract, shall belong exclusively to the State. Any such plans, specifications, data, samples, tests, surveys, models, material, evidence and documentation shall be delivered to the State in a timely manner upon request. The Consultant shall be permitted to retain a copy of all such materials for his own confidential files.

The ownership by the State shall commence immediately upon the date this Agreement is made, and the ownership shall commence regardless of payment by the State of any compensation to the Consultant or regardless of delivery of any such plans, specifications, data, samples, tests, surveys, models, material, computer discs, evidence and documentation to the State.

## **23. COPYRIGHTS**

If the performance of this Agreement results in books, drawings, specifications, programs or other copyrightable material, the author is free to copyright the work, but the Owner reserves a royalty-free, nonexclusive, and irrecoverable license to reproduce, publish, or otherwise use, and to authorize others to use all copyrighted and copyrightable material resulting from the performance of the agreement.

## **24. RIGHT TO AUDIT**

The Owner reserves the right to audit the records of the Consultant in connection with all matters related to this AGREEMENT. The Consultant agrees to maintain records in accordance with generally accepted accounting principles for a period of not less than five (5) years after final payment. The consultant shall also 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.

If such audit results in a finding of improper statements of hourly rates, overhead, time required, mathematical calculations, or other estimated cost of data upon which the AGREEMENT was awarded, the Owner has the authority to reduce the Consultant's invoice amount to an amount considered commensurate with the actual scope of work.

## **25. PROCEDURAL REQUIREMENTS AND AMENDMENTS**

The Consultant shall comply with all written procedural instructions that may be issued from time to time by the Owner.

During the AGREEMENT period, no change is permitted in any of the AGREEMENT conditions and specifications without express written approval from the Owner. Should the Consultant at any time find existing conditions which would make modification in requirements desirable, he shall promptly report such matters to the Owner for consideration.

The Consultant or their authorized representative(s) may be required to meet periodically with the Owner to discuss project progress.

## **26. SECURITY AND STATE REGULATIONS**

All personnel must observe all regulations in effect at the project site. While on

State property, employees or sub-consultants of the Consultant will be subject to control of the Owner, but under no circumstances will such persons be deemed to be employees of the State. The Consultant or their personnel will not represent themselves as employees of the State.

The Consultant will be responsible for ensuring that all articles found by their employees or sub-consultants on or near the project site are turned in at a designated place.

All Consultant and sub-consultant personnel shall be subject to such security clearance as the Owner shall require.

## **27. INSURANCE REQUIREMENTS**

The Consultant shall secure and maintain in force, for the term of the contract, insurance coverage's provided herein. The Consultant shall provide the Owner with current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after 30 calendar days written notice to the Owner.

### **a. COMPREHENSIVE GENERAL LIABILITY**

Comprehensive general liability insurance for the benefit of the Consultant and any sub-consultants is to be written as broad as the standard coverage form currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability insurance, an endorsement for completed operations insurance, and an endorsement eliminating the explosion, collapse and underground (XCU) exclusion. Limits of liability shall not be less than \$1,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability.

### **b. COMPREHENSIVE AUTOMOBILE LIABILITY**

Comprehensive automobile liability insurance covering owned, non-owned, and hired vehicles must be carried by the Consultant and its sub-consultants. The limits of liability shall not be less than \$1,000,000 per occurrence for bodily injury liability and \$500,000 per occurrence for property damage liability.

### **c. WORKERS' COMPENSATION**

Worker's Compensation Insurance applicable to the laws of the State of New Jersey and other State or Federal jurisdiction is required to protect the employees of the Consultant or any sub-consultants who will be engaged in the performance of this contract. This insurance shall include employers' liability protection with a limit of liability not less than \$250,000.

### **d. PROFESSIONAL LIABILITY INSURANCE**

The Consultant shall maintain Professional Liability insurance with limits as established elsewhere in this Agreement. The insurance carrier shall be registered with the NJ 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 the 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.

## **28. SUB-CONSULTANTS**

If any part of the work covered by this AGREEMENT is sub-contracted, the sub-consultant must be prequalified by the Owner. If there is no prequalification category for the discipline of a specific sub-consultant, they must be approved by the Owner prior to using the sub-consultant.

Payment of all sub-consultants is the sole responsibility of the Consultant. Nothing contained in this AGREEMENT shall create a contractual relationship between any sub-consultant and the Owner.

On request, the Consultant shall furnish the Owner with copies of all Agreements between the Consultant and its sub-consultants.

## **29. SUB-CONTRACTORS**

Contractors hired by the Consultant to perform exploratory work involving the normal construction trades that is not of a professional nature need not be prequalified by the Owner; however, if the work being performed requires a State license or certification, the sub-contractor must hold the appropriate license or certification. Payment of all sub-contractors is the sole responsibility of the Consultant. Nothing contained in this AGREEMENT shall create a contractual relationship between any sub-contractors and the Owner.

## **30. ASSIGNMENT**

The Consultant shall not assign the whole or any part of this AGREEMENT without written consent of the Owner. Money due to the Consultant hereunder shall not be assigned for any purpose whatsoever.

## **31. COMPLIANCE WITH LAW**

The Consultant shall comply with any and all Federal, State, or local laws in effect or hereinafter promulgated which apply to the service herein specified.

Each and every provision required by law to be inserted in this AGREEMENT shall be deemed to have been inserted therein. If any such provision has been or has not been correctly inserted, then upon application of either party, the AGREEMENT shall be physically amended to provide for such insertion or correction. If the Owner determines that the Consultant has violated or failed to comply with applicable Federal, state or local laws with respect to its performance of this Agreement, it may withhold payments for such performance and take other such action that it deems appropriate until compliance or remedial action has been accomplished by the Consultant to the satisfaction of the Owner.

## **32. SET-OFF FOR STATE TAX**

Pursuant to N.J.S.A. 54:49-19, and notwithstanding any provision of the law to the contrary, whenever any partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentality, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the tax payer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity of a hearing within 30 days of such notice under the procedures for

protests established under R.S. 54:49-18. No request for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c 184 (c.52:32-32 et seq.) to the taxpayer shall be stayed.

### **33. COMPLETE AGREEMENT CLAUSE**

This AGREEMENT represents the entire and integrated AGREEMENT between the Owner and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by subsequent written agreement.

### **34. SEVERABILITY CLAUSE**

If any provision of this AGREEMENT is found invalid, it shall be considered deleted and shall not invalidate the remaining provisions of the AGREEMENT.

### **35. HAZARDOUS MATERIALS**

Should a Consultant, through the normal course of work discover previously undetected asbestos, radon, lead, PCB's or other hazardous material, the Consultant is to report their findings immediately to the Owner. The Owner will initiate remedial action, during which time the Consultant may be required to cease work on the project if so directed by the Owner. The Consultant will commence work at the direction of the Owner, and the terms and conditions of the original project AGREEMENT shall remain in force.

### **36. THIRD PARTIES**

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third-party against the Consultant or the Owner, except that a third party Consultant or Contractor may file an action as described in General Conditions Article 11, Consultant's Claims for Damages

### **37. FINAL ACCEPTANCE**

Prior to final acceptance by the Owner of the project, the Consultant shall submit all of the required deliverables for the project as specified in this AGREEMENT. Upon submission of the request for final payment, the Consultant firm and its successors and assigns remise, release and forever discharge the Owner, its officers, agents and employees in their official and individual capacities of and from all liabilities, obligations and claims whatsoever in law and in equity under or arising out of this AGREEMENT.

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

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

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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: **P1128-00**  
**South Absecon Inlet Jetty Repair**  
**Oriental Avenue and Boardwalk**  
**Atlantic City, Atlantic 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 obligations 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 contractors. 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 the 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 the Consultant for Errors and Omissions will be pursued by the Owner to secure remuneration during the close-out phase of the project.
- A.1.6 The errors and omissions curve and the corresponding sections of the "Procedures for Architects and Engineers Manual" are eliminated. All claims for errors and omissions will be pursued by the State on an individual basis. The State will review each error or omission with the Consultant and determine the actual amount of damages, if any, resulting from each negligent act, error or omission.
- 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 that differs from this AGREEMENT, without an amendment from the Owner, 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 DESIGN PHASE**

- A.2.1 All documents including 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 for 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 In the event that the construction bids received are in excess of 5% of the approved Consultant's final estimate for construction of the project, and changes to drawings and/or specifications are required to meet such approved estimate, the Consultant shall redesign and/or set up sufficient approved alternate designs, plans and specifications for the project work, to secure a bid that will come within the allocation specified by the Owner without impacting the programmatic requirements of the project. Such redesign work and changes to plans, including reproduction costs for submission in order to obtain final approval and permits, shall be undertaken by the Consultant at no additional cost to the Owner.

## **A.3 CONSTRUCTION ADMINISTRATION PHASE**

- A.3.1 If the scope of work calls for construction administration services, the following shall apply:
- A.3.2 The Consultant shall visit the site at scheduled intervals appropriate to the stage of construction of the Project to become generally familiar with the quality and progress of the construction work that has been completed and to determine, in general, if the construction work is being performed in a manner indicating that, when completed, the work will be in accordance with the contract documents. The Consultant shall not be required to make continuous and/or exhaustive on-site inspections to check the quality or the quantity of the construction work. On the basis of the on-site observations, the Consultant shall keep the Owner informed of the progress and quality of the construction work in order to endeavor to guard the Owner against defects and deficiencies in the work.

- A.3.3 At all times the Consultant shall have access to the work to determine if it is proceeding in accordance with the Contract documents. However, neither the Consultant nor its sub-consultants shall have control over or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work; these are solely the Construction Contractor's obligations under the contracts for construction. The Consultant shall not be responsible for Construction Contractor's schedules or failure to carry out the work in accordance with the contract documents. Except as otherwise provided in this AGREEMENT, the Consultant shall not have control over or charge of acts and omissions of the contractor's, construction subcontractors, or their agents or employees, or any other persons performing the work.
- A.3.4 Based on the Consultant's observations and evaluations of the construction contractor's Applications for Payment, the Consultant shall certify the amounts due to the construction contractor's.
- The Consultant's certification of payment shall constitute a representation to the Owner, based on the Consultant's observations at the site as provided above, and the data contained in the construction contractor's Applications for Payment, that the construction contractor's work on the project has progressed to the point indicated and the quality of the construction work is generally in accordance with the contract documents. The former representations are subject to an evaluation of the construction work for conformance with the contract documents upon substantial completion, to results of subsequent tests prior to completion and specific qualifications expressed by the Consultant. The issuance of Certificate of Payment shall further constitute a representation that the construction contractor's subcontractors for the project are entitled to payment in the amount certified. Issuance of Certificates of Payments are not a representation that the Consultant has (1) made continuous and exhaustive inspections to check the quality or quantity of work, (2) reviewed the construction contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from construction contractor's subcontractors and material suppliers and other data requested by the Owner to substantiate construction contractor's right to payment or (4) ascertained how and for what purpose the construction contractor's has used money previously paid on account of contract sum. These are the construction contractor's responsibilities under the contracts for construction.
- A.3.5 Within ten (10) working days of the date that it receives a change order request from the Owner, the Consultant shall evaluate and make specific written recommendations, including verification of costs, on all contractor change orders that relate to the execution and progress of the work and on all matters or questions related thereto and, upon notification, shall attend and actively participate at administrative hearings or settlement conferences in connection with such change orders. If the nature of the work described in the change order is complex, the Owner representative may grant the Consultant additional time, if requested in writing by the Consultant, to evaluate the change order.
- A.3.6 The Consultant shall have the authority to reject construction work on the project that does not conform to the contract documents. In such cases the Consultant will advise the Owner of the rejection. Whenever the Consultant considers it necessary or advisable for implementation of the intent of the contract documents, the Consultant will have the authority to require additional inspection or testing of the work in accordance with the contract documents, whether or not such work is fabricated, installed or completed. However, neither the authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall create a duty or responsibility of or by the Consultant to the construction contractor's construction subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the construction work on the project.
- A.3.7 The Consultant shall review and approve or take other appropriate action upon the construction contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in

the contract documents. The Consultant's action shall be taken with such reasonable promptness as to cause no delay on the construction work on the project, while allowing for sufficient time in the Consultant's professional judgment for adequate review. Since it is the construction contractor's responsibility to do so under the contracts for construction, review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation and performance of equipment or systems designed by the construction contractor's. Unless otherwise provided in this AGREEMENT, these remain the responsibility of the construction contractor's to the extent required by the contract documents. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of construction means, manners, methods, techniques, sequences or procedures. The consultant's approval of specific items shall not indicate approval of an assembly of which the item is component. When professional certification of performance characteristics of materials, systems or equipment is required by the contract documents, the Consultant shall be entitled to rely upon such certifications to establish that the materials, systems, or equipment will meet performance criteria required by the contract documents.

- A.3.8 The Consultant's responsibilities for Construction Administration commences with the award of the construction contract and terminates at the earlier of the issuance to the Contractor of a Final Certificate of Payment or sixty (60) working days after the date of substantial completion of the construction work.

## **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; in the alternative, the Owner shall have the option for a higher rate person for which the Consultant shall be compensated at the higher rate.
- 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 space requirements, special equipment, 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 DATED JUNE 2015.
  3. REQUEST FOR PROPOSAL DATED AUGUST 6, 2015 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. NOTICE 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**

- E.1 It is understood that the limit of funds available for construction (CCE) exclusive of permits, land costs, furnishing, contingencies and professional fees will be as noted in the project scope of work.

## **F. CONSULTANT COMPENSATION**

- F.1 The Consultant 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 to Proceed. The Consultant shall not be entitled to compensation for any services provided prior to issuance of the project 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