

On **Wednesday, January 10, 2018**, the Division of Property Management and Construction (DPMC) will electronically randomly select from an appropriate pool of its pre-qualified consultants, a short list of firms who will be invited to submit a Technical and Fee Proposal for the following project:

Project #:	P1164-00
Project Name:	Intensive-Level Architectural Survey
Location:	Ocean City Historic District Ocean City, Cape May County, NJ
CWE:	\$50,000
Contact:	Shawn Taylor Phone (609) 292-5229 Fax (609) 777-1970 e-mail: <a href="mailto:shawn.taylor@treas.nj.gov">shawn.taylor@treas.nj.gov</a>

In order to be included in the random selection process, a firm must be pre-qualified by the DPMC in the following discipline(s) and rating on or prior to January 9, 2018:

Code	Discipline
P050	Historic Preservation Consultant

The mandatory pre-proposal meeting/site visit is scheduled for Wednesday January 24, 2018 at 10:00 AM. Consultants shall meet at the in the lobby of the DPMC Offices located at 20 W. State Street Trenton, Mercer County, NJ. Only those firms attending the mandatory pre-proposal meeting will be permitted to submit a proposal.

Technical Proposals will be evaluated by the Selection Committee based upon the following evaluation criteria:

1. Experience of the Firm, Project Team and Key Team Members
2. Project Approach/Understanding of Project
3. The Firm's Approach to Maintaining the Project Schedule

If a firm wishes to participate in the selection process for future projects but is not presently pre-qualified by the DPMC, the firm should submit a DPMC 48A, which may be found at [www.state.nj.us/treasury/dpmc](http://www.state.nj.us/treasury/dpmc).

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

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

<http://nj.gov/comptroller/sandytransparency/contracts/sandy//>



**State of New Jersey**

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

PHILIP D. MURPHY  
*Governor*


SHEILA Y. OLIVER  
*Lt. Governor*

ELIZABETH MAHER MUOIO  
*Acting State Treasurer*

CHRISTOPHER CHIANESE  
*Director*

DATE: January 30, 2018

TO: Richard Grubb & Associates, Inc.  
Archaeology & Historic Resource Services, LLC  
Hunter Research, Inc.  
Watson & Henry Associates  
HMR Architects, PA  
Paulus Sokolowski & Sartor LLC  
CTA Architects PC

FROM: Richard M. Ferrara, Assistant Deputy Director  
Contracts & Procurement Unit 

SUBJECT: Addendum "A" dated January 30, 2018  
Project P1164-00, Intensive-Level Architectural Survey  
Ocean City, NJ – Cape May County

Enclosed is the above referenced addendum. All competing firms shall acknowledge receipt by returning this form to:

Division of Property Management & Construction  
Contracts and Procurement Unit  
Attention: Shawn Taylor  
P.O. Box 034  
Trenton, NJ 08625-0034  
Fax #: (609) 777-1970  
Email: [shawn.taylor@treas.nj.gov](mailto:shawn.taylor@treas.nj.gov)

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**Addendum "A"**  
**Project P1164-00**  
**Intensive-Level Architectural Survey**  
**Ocean City, Cape May County, NJ**  
**January 30, 2018**

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

By receipt of this ADDENDUM, Consultants hereby acknowledge receipt of a CD containing the existing documentation, referenced on Pages 11 & 12, Section VII, of the Scope of Work dated August 30, 2017.

**Reminders:**

- 1. Proposals are due no later than 2:00 PM on February 8, 2018**
- 2. Please note that in Section II, Consultant Qualifications, A. of the Scope of Work (SOW), Consultant & Sub-Consultant Pre-Qualifications provides the pre-qualification requirements necessary to be considered for this project. This section clearly states in part that the consulting firm "... have in-house capabilities or Sub-Consultants pre-qualified with DPMC in all other Architectural, Engineering and Specialty Disciplines necessary to complete the project as described in this Scope of Work (SOW). This information is also reiterated in the RFP. Proposals received with non-DPMC prequalified Consultants/Sub-Consultants will not be considered.**

**Responses to Consultant's Questions**

- No questions from Consultants were received.

**END OF ADDENDUM "A"**

The contract resulting from this RFQ/RFP is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the RFQ/RFP, the winning bidder's proposal and other related contract documents for the above contract on the Sandy Transparency website.

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

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

This project is funded in whole or in part by Community Development Block Grant- Disaster Recovery (CDBG-DR) funds received from the U.S. Department of Housing and Urban Development (HUD). Bidder agrees to comply with all applicable Federal CDBG-DR laws, guidelines and standards in a manner satisfactory to the State of New Jersey and HUD, including but not limited to the requirements of Section 3 of the HUD Act of 1968.

### **Notice of Requirement for DUNS Number Registration**

In accordance with 2CFR Part 200.213 "Suspension and Debarment", all vendors, contractors and subcontractors submitting proposals on federal FEMA and HUD funded projects will be required to register for a Data Universal Numbering System (DUNS) number in order to be eligible for a contract award. These regulations restrict awards, sub-awards and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participating in federal assistance programs or activities. In order to comply with this requirement, each consultant, prime contractor and sub-contractor must register in the System of Award Management (SAM) at <http://www.sam.gov> and register for a DUNS number at <http://www.dnb.com/duns-number.html>.

Be advised that firms doing work for the government or bidding on government contracts or proposals will need to get a D-U-N-S Number for each physical location of their business. Firms can get a D-U-N-S Number expedited for free if they are required to register with the federal government for a government funded contract and the firm may have the D-U-N-S number expedited at no cost.

Successful bidders will be required to submit to the Division of Property Management and Construction (DPMC) their DUNS number immediately after the bid due date and prior to contract award.

January 3, 2018

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

**DPMC PROJECT NO.:** P1164-00

**Project Description:** Intensive-Level Architectural Survey  
Ocean City Historical District  
Ocean City, Cape May County, NJ

**Firms:** Hunter Research, Inc.  
Richard Grubb & Associates, Inc.  
HMR Architects, PA  
Archaeology & Historic Resource Services, LLC  
Watson & Henry Associates  
Historic Building Architects, LLC  
Dewberry Engineers, Inc.  
STV Architects, Inc.  
Ronnette Riley Architects  
E2Project Management, LLC  
Michael Baker International, Inc.  
Mills + Schnoering Architects, LLC  
Johnson, Mirmiran & Thompson, Inc.  
CTA Architects, PC  
Paulus, Sokolowski & Sertor, LLC

<b>Mandatory Pre-Proposal Meeting/Site Visit: Wednesday, January 24, 2018 at 10:00 a.m.</b>
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<b>Proposal Due Date: NO LATER THAN 2:00 PM, Thursday February 8, 2017</b>
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This confirms that your firm was selected from the list of pre-qualified firms in your discipline/specialty category and is invited to submit a proposal for this project. **Attached is the Consultant Proposal Package for this project. The Scope of Work is available on the Division's website at [www.state.nj.us/treasury/dpmc](http://www.state.nj.us/treasury/dpmc).**

The mandatory pre-proposal meeting/site visit is scheduled for Wednesday January 24, 2018 at 10:00 AM. Consultants shall meet at the in the lobby of the DPMC Offices located at 20 W. State Street Trenton, Mercer County, NJ. Only those firms attending the mandatory pre-proposal meeting will be permitted to submit a proposal. For more information on the site visit or the Scope of Work, please call Gene Cardone, DPMC Design Manager at (609) 633-2648.

***\*\*Due to security reasons, any firm seeking to attend the pre-proposal meeting must forward the name of the firm's representative who will be in attendance to me via email as soon as possible\*\****

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

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

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

Subsequent to receipt of this Consultant Proposal Package and the Scope of Work, should your firm decide not to submit a proposal for this project, please notify Shawn Taylor at (609) 292-5229 or fax (609) 777-1970 (email address: shawn.taylor@treas.nj.gov) as soon as possible so another firm can be contacted to participate.

*Shawn Taylor*

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Consultant Selection Coordinator

*01/10/2018*

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Date

c: R. Ferrara  
Consultant Selection Committee Members

# **CONSULTANT PROPOSAL PACKAGE**



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

# CONSULTANT PROPOSAL PACKAGE - INSTRUCTIONS

## I. CONTENTS

This Consultant Proposal Package contains the following documents:

- (a) Request for Proposal (Cover Letter and Instructions)
- (b) Key Team Member Project Experience Data Sheet
- (c) Project Key Personnel List
- (d) Sample Technical Proposal Evaluation Form
- (e) Professional Services Fee Proposal
- (f) Consultant Task/Labor/Fee Sheet
- (g) Sub-Consultant Task/Labor/Fee Sheet
- (h) Scope of Work (Available on the DPMC website at [www.state.nj.us/treasury/dpmc](http://www.state.nj.us/treasury/dpmc))
- (i) Agreement Between the State of New Jersey and the Consultant & General Conditions Revised May 2016, to the Consultant Agreement
- (j) Statement of Assurances, Additional Federally Funded Agreement Provisions for CDBG funded projects).

## II. GENERAL INFORMATION

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

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

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

## III. TECHNICAL PROPOSAL

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

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

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

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

### Consultant/Sub-Consultant Prequalification



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

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

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

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

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

(b) **Organization Chart**

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

(c) **Resume**

Include a resume of each key team member.

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

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

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

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

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

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

(f) **Project Approach**

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

**(g) Project Schedule**

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

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

Pursuant to N.J.A.C. 17:27-1.1 et seq., all firms contracting with the State of New Jersey must comply with P.L. 1975, c. 127, regarding non-discrimination in employment. For your information, copies of Exhibits "A" and "B" detailing these requirements are set forth in the A/E General Conditions. Also attached for your information is the State contract policy with respect to the Americans With Disabilities Act.

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

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

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

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

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

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

**IV. FEE PROPOSAL**

The Fee Proposal package consists of the following:

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

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

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

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

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

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

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

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

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

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

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

**(d) Required Insurance Certificates**

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

Check the lower left hand corner of the "Professional Services Fee Proposal Form" for

the required Professional Liability insurance limits for this contract to make certain that your policy meets the limits.

(e) **Revenue Certificate**

Copies of "Proof of Business Registration Certificate", issued by the NJ Division of Revenue for your firm and any sub-consultants should be included with the proposal. No contract may be awarded or authorized prior to receipt of the Bureau of Revenue Certificate for your firm or any sub-consultant.

(f) **MacBride Principles Certificate**

Complete form, sign and date

(g) **Investment Activities in Iran**

Complete form, sign and date

**V. SUBMISSION**

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

**VI. EVALUATION, NEGOTIATION AND AWARD**

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

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

**Public Law 2005, Chapter 51**

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

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

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

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

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

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

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

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

## **VII. REVISIONS/CHANGES**

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

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

**LEVEL 7**

**Title:** **Principal, partner or officer of the firm**  
**Duties:** Overall responsibility for the legal, technical and financial obligation of the firm.  
  
**Qualifications:** Current License in applicable discipline, if required by law.  
**Experience:** N/A

**LEVEL 6**

**Title:** **Project Executive**  
**Duties:** Under direct leadership of principal, controls project scheduling and management.  
  
**Qualifications:** Current license in applicable discipline, if required by law.  
**Experience:** N/A

**LEVEL 5**

**Title:** **Project Manager**  
**Duties:** Under direction of Project Executive, directs day-to-day operations of the project, scheduling deadlines, group work activities, etc.  
  
**Qualifications:** BA, BS degree or equivalent experience.  
**Experience:** Minimum 7 years.

**LEVEL 4**

**Title:** **Senior Designer; Senior Engineer**  
**Duties:** Under supervision of Project Manager, reviews project elements to conform to project requirements, directs designer and others on projects.  
  
**Qualifications:** BA, BS degree or equivalent experience.  
**Experience:** Minimum 5 years

**LEVEL 3**

**Title:** **Designer; Abatement Service Technician**  
**Duties:** Under supervision of Designer or Engineer takes designed systems and layout data and sketches and translates into usable information on construction documents or feasibility studies.  
  
**Qualifications:** BA, BS degree or equivalent experience; AST certification, if required.  
**Experience:** Minimum 3 years

**LEVEL 2**

**Title:** **Designer/Draftsperson**  
**Duties:** Takes simple systems and layout data and sketches and translates into usable information; performs drafting as required for construction documents, etc.  
  
**Qualifications:** High School Graduate, Technical School, or equivalent, with courses in discipline.  
**Experience:** Minimum 3 years direct work experience within discipline.

**LEVEL 1**

**Title:** **Draftsperson**  
**Duties:** Performs all entry level tasks: Assembles tracings for review, printing; keeps logs of tracings, shop drawings; performs tracing and drafting chores, etc.  
  
**Qualifications:** High School Graduate, Technical School or equivalent with courses in discipline.  
**Experience:** N/A

## **MAC BRIDE PRINCIPLES COMPLIANCE CERTIFICATION**

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

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

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

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

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

---

Signature of Consultant

Dated:

# **AMERICANS WITH DISABILITIES ACT**

## **State Contract Language**

### **Equal Opportunity for Individuals with Disabilities**

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

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

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

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



**Routine Contract  
Technical Proposal Evaluation**

**PROJECT:** Intensive-Level Architectural Survey, Ocean City Historic District, Ocean City, Cape May County, NJ

**DPMC NUMBER:** P1164-00

**FIRM:** \_\_\_\_\_

**RETURN BY:** \_\_\_\_\_

<b>CRITERIA</b> <i>Provide comments in each criteria area to justify point score</i>	<b>MAX. POINTS</b>	<b>POINTS</b>
<b><i>FIRM / TEAM ORGANIZATION / SUB-CONSULTANTS</i></b>	<b>30</b>	
Comments:		
<b><i>FIRM / PROJECT TEAM EXPERIENCE ON SIMILAR PROJECTS</i></b>	<b>30</b>	
Comments:		
<b><i>PROJECT APPROACH</i></b>	<b>30</b>	
<b><i>PROJECT SCHEDULE</i></b>	<b>10</b>	
<b>FINAL SCORE</b>		<div style="border: 1px solid black; width: 80px; height: 40px; margin: 0 auto;"></div>

1                      2                      3

\_\_\_\_\_  
EVALUATOR

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
DATE

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

THIS FEE PROPOSAL TO BE RETURNED  
IN A SEPARATELY SEALED ENVELOPE TO:  
***Division of Property Management & Construction***  
***33 WEST STATE ST 9TH FLOOR, PLAN ROOM***  
***P.O. Box 034***  
***Trenton, NJ 08625-0034***  
***Attention: SHAWN TAYLOR***

DATE: **TBD**  
PROJECT NO.: P1164-00

THIS PROPOSAL DUE DATE, NO LATER THAN 2:00 PM, **TBD**

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

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

	CONSULTANT FEES	SUB-CONSULTANT FEES
SUBMISSION OF 1ST ROUND OF DRAFT PRODUCT	\$ _____	\$ _____
SUBMISSION OF 2ND ROUND OF DRAFT PRODUCT	\$ _____	\$ _____
SUBMISSION OF 3RD ROUND OF DRAFT PRODUCT	\$ _____	\$ _____
SUBMISSION OF COMPLETE DRAFT	\$ _____	\$ _____
SUBMISSION OF FINAL PRODUCT	\$ _____	\$ _____
PROJECT CLOSE-OUT PHASE	\$ _____	\$ _____
ALLOWANCE FOR WORK SPECIFIED BY THE CONSULTANT	\$ _____	\$ _____
TOTALS	\$ <div></div>	\$ <div></div>
TOTAL CONTRACT AMOUNT	\$ <div></div>	

PROPOSAL TO HOLD GOOD FOR 60 DAYS AFTER THE DUE DATE.

**Signature and Title of Principle or Individual of the firm authorized to sign contractual documents:**  
*Signature of the consultant below attests that the Consultant has read, understands and agrees to all terms, conditions and specifications set forth in the Request for Proposal (RFP) and Consultant Proposal Package.*

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

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

**Witness Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

ATTACH PROOF OF REQUIRED INSURANCE COVERAGE  
See attached requirements per “General Conditions to Consultant Agreement” Section 27, pp. 18-19  
PROFESSIONAL LIABILITY INSURANCE  
(\$100,000 MIN LIMIT/\$25,000 MAX DEDUCTIBLE)

# **SCOPE OF WORK**

## **Intensive-Level Architectural Survey**

Ocean City Historic District  
Ocean City, Cape May County, N.J.

**PROJECT NO. P1164-00**

## **STATE OF NEW JERSEY**

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

## **DEPARTMENT OF THE TREASURY**

Ford M. Scudder, Treasurer



## **DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION**

Christopher Chianese, Director

**Date: August 30, 2017**

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PROJECT NAME: Intensive-Level Architectural Survey  
PROJECT LOCATION: Ocean City Historic District  
PROJECT NO: P1164-00  
DATE: August 30, 2017

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## I. OBJECTIVE

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The objective of this project is to conduct an Intensive-Level Architectural Survey of approximately 300 properties in and surrounding the NJ & National Register listed and locally designated historic districts in Ocean City, NJ.

## II. CONSULTANT QUALIFICATIONS

---

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

The Consultant shall be a firm pre-qualified with the Division of Property Management & Construction (DPMC) in the following discipline(s):

- **P050 Historic Preservation Consultant**

The Consultant shall employ at a minimum the services of an Architectural Historian qualified in accordance with the National Park Service *Professional Qualification Standards*, as well as, **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. CURRENT WORKING ESTIMATE (CWE)

The Current Working Estimate (CWE) for this project is \$50,000.

The CWE is the Client Agency's financial budget based on this project Scope of Work and shall not be exceeded during the design and construction phases of the project unless DPMC approves the change in Scope of Work through a Contract amendment.

### C. CONSULTANT'S FEES

The current working estimate for this project ***shall not*** be used as a basis for the Consultant's 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.

## IV. PROJECT SCHEDULE

---

### A. SCOPE OF WORK SCHEDULE

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

<b>PROJECT PHASE</b>	<b>ESTIMATED DURATION (Weeks)</b>
1. Kick-off Meeting	1
2. Background Research/Fieldwork	8
3. Submission of 1 <sup>st</sup> Round of Draft Product (100 Survey Forms)	6
4. Submission of 2 <sup>nd</sup> Round of Draft Product (100 Survey Forms)	6
5. Submission of 3 <sup>rd</sup> Round of Draft Product (100 Survey Forms)	6
6. Submission of Complete Draft Including Historical Narrative Report & Survey Forms	6
7. Submission of Final Product	6

### B. CONSULTANT'S PROPOSED SCHEDULE

The Consultant shall submit a project 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.

The Consultant shall estimate the duration of the project Close-Out Phase based on the anticipated time required to complete each deliverable identified in Section XIV of this document entitled "Contract Deliverables - Project Close-Out Phase" and include this information in the bar chart schedule submitted.

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 SCHEDULE**

Based on the Notice to Proceed, Consultant shall update their approved schedule and shall distribute it at the kickoff meeting. Note that this schedule shall be submitted in both paper format and on compact disk in a format compatible with *Microsoft Project*. This schedule will be binding for the Consultant's activities and will include the start and completion dates for each activity. The Consultant and Project Team members shall use this schedule to ensure that all milestone dates are being met for the project. The Consultant shall update the schedule to reflect performance periodically (minimally at each phase) for the Project Team review and approval. Any recommendations for deviations from the approved schedule must be explained in detail as to the causes for the deviation(s) and impact to the schedule.

---

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

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

The location of the project site is:

Ocean City, Cape May County, New Jersey

See **Exhibit 'B'** for the project site map.

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

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

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

Name:	<u>Edward Mulvan, Administrator</u>
Address:	<u>DEP/Natural &amp; Historic Resources</u>
	<u>Office of Resource Development</u>
	<u>501 East State Street, 4th Floor</u>
	<u>Mail Code 502-04A, P.O. Box 420</u>
	<u>Trenton, NJ 08625-0420</u>
Phone No:	<u>(609) 984-3819</u>
E-Mail No:	<u>edward.mulvan@dep.nj.gov</u>



## **2. Client Agency Representative:**

Name: Jonathan Kinney, Historic Preservation Specialist  
Address: DEP. Historic Preservation Office  
501 East State Street, 4<sup>th</sup> Floor  
Trenton, NJ 08625  
Phone No: (609) 984-0141  
E-Mail No: jonathan.kinney@dep.nj.gov

---

## **VI. PROJECT DEFINITION**

---

### **A. BACKGROUND**

The State of New Jersey, Department of Environmental Protection, Natural & Historic Resources Group, Historic Preservation Office is soliciting Proposals for an Intensive-Level Architectural Survey of approximately 300 properties within and adjacent to the New Jersey and National Register listed and locally designated historic districts in Ocean City, Cape May County, New Jersey.

The goal of the survey is to provide a much-needed update to the existing information on properties within the districts and to help Ocean City's planning board, zoning board of adjustment, and historic preservation commission to make informed land use decisions regarding properties in the district and to amend the district boundary, if appropriate. An updated survey will enhance the capacity of the local preservation program and will support the work of the Historic Preservation Office and the local historic preservation commission.

The survey shall be conducted in accordance with the New Jersey Guidelines for Architectural Survey. The survey data will be gathered using a database application provided by the HPO and mapping will be based on GIS data. The results of the survey shall be compiled in a report that presents intensive-level research, eligibility findings, and summarizes the overall survey effort.

Information generated from this Intensive-level Architectural Survey will enable the Ocean City Planning Board, Zoning Board of Adjustment and Historic Preservation Commission to make informed land use decisions in accordance with the municipal Master Plan, local ordinances, and the Municipal Land Use Law. It will also assist the Ocean City Historic Preservation Commission in making reasonable, consistent and justifiable decisions.

## **B. FUNCTIONAL DESCRIPTION OF OCEAN CITY**

Existing survey documentation dates from 1990 (the survey) and 2003 (the National Register nomination). Generally, based on the rapid pace of change statewide, the HPO recommends revisiting surveys after about 10 years. Ocean City has certainly experienced much change since the existing documentation was created – across the spectrum from restorations to complete redevelopment. For these reasons, the HPO recommends that a new intensive-level architectural survey in Ocean City be undertaken.

Ocean City has demonstrated their local commitment to historic preservation and has been designated as a Certified Local Government by the National Park Service. The local historic preservation commission faces dual challenges in sustaining their resources. Ocean City is located in a dynamic coastal environment, regularly experiencing flooding and storm events. Ocean City is also a vibrant coastal resort and is consequently a dynamic architectural environment. A better understanding of the historic resources that make up the historic district, and a better understanding of the district's current boundaries, will enhance the City's local historic preservation program and their abilities to prepare for, and recover from, future storm events. It will also help to support the work of the local historic preservation commission and the Historic Preservation Office.

---

## **VII. CONSULTANT RESPONSIBILITIES**

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### **A. REQUIREMENTS**

#### **1. General:**

The Consultant shall employ at a minimum the services of an Architectural Historian qualified in accordance with the National Park Service *Professional Qualification Standards*, to produce an intensive-level architectural survey of approximately 300 historic resources. Surveyed resources will be documented individually and as part of an historic district.

The survey must be conducted in accordance with the HPO *Guidelines for Architectural Survey* (Guidelines). The survey data will be gathered using a database application provided by the HPO and mapping will be based on GIS data. The results of the survey shall be compiled in a report that presents intensive-level research, eligibility findings, and summarizes the overall survey effort.

## 2. Intensive-Level Survey Documentation:

The following products shall be produced as part of the survey effort. The Consultant shall conduct an Intensive-level Survey consisting of:

### Survey Forms

- Preparation of HPO approved forms for a minimum of 300 historic resources. The description field should have three paragraphs. The first paragraph should be an architectural description of the building. This description should identify whether the building has been elevated or otherwise altered for flood protection. The second paragraph should be a brief narrative history of the building. The third paragraph should include a recommendation of individual eligibility as well as contributing or non-contributing status of the building in the historic district – and must include a persuasive and well-reasoned rationale for these recommendations. **All forms must be submitted in electronic and hard copy. The electronic copy must be submitted as a Microsoft Access database in the data-structure provided by the HPO. The hard copy inventory forms will be generated from the database.**
- Preparation of attachments and eligibility worksheets for those properties identified as potentially individually eligible.
- Assessment of “key-contributing” (i.e. individually eligible), “contributing” and “non-contributing” status for all properties surveyed, as they relate to the Ocean City Historic District.

### Photography

- Survey photography shall include at least one digital color photograph of the entire principal elevation or view for every historic property in the intensive-level survey (this photograph shall appear on the Base Survey Form for the subject property).
- Additional photographs, which clearly contribute to an understanding of the property’s significance, are strongly recommended. These photographs shall appear on continuation sheets following the survey form for the subject property.
- Survey photographs shall be submitted as color digital images in JPEG format with a minimum pixel array of 1200 by 1800 (approximately 4” by 6” at 300dpi).

### GIS Mapping

- GIS Mapping must be based on existing digital parcel maps, or an HPO approved alternate, such as Global Positioning System (GPS) data.
- Digital submissions must include separate ArcView shapefiles in the data structure provided by the HPO:
  - a. Historic District boundaries (polygons). Where the Historic District boundary coincides with a municipal boundary, the Historic District Boundary must overlay the municipal boundary exactly.
  - b. Property locations (points).
- Geospatial metadata sufficient to satisfy the metadata reporting requirements of the NJDEP Mapping and Digital Data Standards (2013) available online at [http://nj.gov/dep/gis/assets/NJDEP\\_GIS\\_Spatial\\_Data\\_Standards\\_2013.pdf](http://nj.gov/dep/gis/assets/NJDEP_GIS_Spatial_Data_Standards_2013.pdf)
- **All digital data shall be submitted on CD-ROM in the formats referenced above.**
- The GIS data shall serve as the basis for creating the 2" x 3" location map for each surveyed property. The location map shall be saved as a digital image in JPEG format that will be included on the hard copy survey forms.

### **3. Intensive-Level Survey Report:**

The Consultant shall prepare an intensive-level survey report in accordance with Section 3.5 of the Guidelines for Architectural Survey. The report shall be comprised of at least 30 pages of text (12pt type in a single spaced format), not including survey forms, maps, photos and illustrations. The final report must be submitted to the HPO in both electronic and hard copy. The electronic copy must be submitted on CD or DVD as a Microsoft Word document and as a PDF.

The report will include the following sections: title page, abstract, table of contents, list of illustrations, introduction, background research including historic overview and contexts, research design, descriptions of architectural survey, interpretations and conclusions, recommendations. It will be illustrated with current and historic photographs and maps. It will be accompanied by a bibliography. Appendices will include resumes of project personnel, the scope of work and accepted proposal, and survey forms. Particular emphasis will be placed on the appropriate period of significance for the historic district. The report shall also include specific analysis of the impact of elevations, and any other adaptations for climate change, on the character and integrity of the historic district.

#### **4. Deliverables:**

For purposes of this Grant Agreement the Consultant shall produce two (2) hard copies of all survey products defined above. The HPO and Ocean City shall each receive one (1) complete hard copy set of the completed survey products and an electronic copy, submitted on a CD or DVD as both a Microsoft Word document and PDF, in accordance with the grant Schedule. See Section X below for further details.

### **B. PROJECT COMMENCEMENT**

A meeting shall be scheduled with the Consultant and the Project Team members at the commencement of the project 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 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.

#### **3. Project Coordination:**

Review and become familiar with any current and/or future projects at the site that may impact the scheduling requirements of this project.

#### **4. Existing Documentation:**

Copies of the following documents will be provided to each Consulting firm at the pre-proposal meeting to assist in the bidding process.

- New Jersey and National Register of Historic Places Nomination for the Ocean City Residential Historic District
- Local Historic District Designation – Ocean City
- Existing Survey Data on file at the Historic Preservation Office

Review these documents and any additional information that may be provided at a later date such as reports, studies, surveys, equipment manuals, as-built drawings, etc. 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 administration responsibilities and the submission requirements identified in this Scope of Work with the Project Team members. Items such as: contract deliverables, special sequencing requirements, special hours based on Client Agency programs or building occupancy, security needs, weather restrictions, and coordination with other project activities at the site shall be addressed.

## **6. Project Schedule:**

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

# **C. MEETINGS & PRESENTATIONS**

## **1. Meetings:**

Conduct the appropriate number of review meetings with the Project Team members during each 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 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 solutions proposed. Special considerations shall also be addressed such as: site access limitations, schedule requirements, security restrictions, etc.

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

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

## **2. Presentations:**

The minimum number of presentations required for each phase of this project is identified below for reference:

Background Research/Fieldwork: One (1) oral presentation at phase completion.

Submission of 1<sup>st</sup> Round of Draft Product: One (1) oral presentation at phase completion.

Submission of 2nd Round of Draft Product: One (1) oral presentation at phase completion.

Submission of 3rd Round of Draft Product: One (1) oral presentation at phase completion.

Submission of Complete Including Historical Narrative Report & Survey Forms: One (1) oral presentation at phase completion.

Submission of Final Product: One (1) oral presentation at phase completion.

---

## **VIII. GENERAL REQUIREMENTS**

---

### **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.

PROJECT NAME: Intensive-Level Architectural Survey  
PROJECT LOCATION: Ocean City Historic District  
PROJECT NO: P1164-00  
DATE: August 30, 2017

---

## IX. SOW SIGNATURE APPROVAL SHEET

---

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: James W. Wright 8/30/2017  
JAMES WRIGHT, PROJECT MANAGER  
DPMC PROJECT PLANNING & INITIATION DATE

SOW APPROVED BY: J. Mckenna 9/1/17  
JAMES MCKENNA, MANAGER  
DPMC PROJECT PLANNING & INITIATION DATE

SOW APPROVED BY: E. Mulvan 9/14/17  
EDWARD MULVAN, ADMINISTRATOR  
DEP/ NATURAL & HISTORIC RESOURCES DATE

SOW APPROVED BY: Jonathan Kinney 9/19/17  
JONATHAN KINNEY, PRESERVATION SPECIALIST  
DEP/HISTORIC PRESERVATION OFFICE DATE

SOW APPROVED BY: Richard Flodmand 9/28/17  
RICHARD FLODMAND, DEPUTY DIRECTOR  
DIV PROPERTY MGT & CONSTRUCTION DATE



---

## **X. CONTRACT DELIVERABLES**

---

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 some of the deliverables required for closeout listed below.

The numbering system for the Close-Out Phase 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.

### **SUBMISSION OF 1<sup>st</sup> ROUND OF DRAFT PRODUCT**

100 Survey Forms

### **SUBMISSION OF 2<sup>nd</sup> ROUND OF DRAFT PRODUCT**

100 Survey Forms

### **SUBMISSION OF 3<sup>rd</sup> ROUND OF DRAFT PRODUCT**

100 Survey Forms

### **SUBMISSION OF COMPLETE DRAFT**

Historical Narrative Report & Survey Forms

### **SUBMISSION OF FINAL PRODUCT**

For purposes of this Grant Agreement the Consultant shall produce two (2) hard copies of all survey products defined in this scope document. The HPO and Ocean City shall each receive one (1) complete hard copy set of the completed survey products and an electronic copy, submitted on a CD or DVD as both a Microsoft Word document and PDF, in accordance with the grant Schedule.

## **PROJECT CLOSE-OUT PHASE**

### **11.1 Responsibilities: Plan, Schedule and Execute Close-Out Activities**

### **11.2 Commencement: Initiate Close-Out w/DPMC 20A Project Close-Out Form**

**11.5 Determination of Substantial Completion**

**11.7 Initiation of Final Contract Acceptance Process**

**11.8 Submission of Close-Out Documentation**

11.8.2 Letter of Contract Performance

11.8.3 Final Cost Analysis-Insurance Transfer DPMC 25

11.8.4 This Submission Checklist

**11.9 Final Payment**

11.9.1 Contractors Final Payment

11.9.2 A/E Invoice and Close-Out Forms for Final Payment

**11.10 Final Performance Evaluation of the A/E and/or Contractors**

**11.12 Submission Forms**

Figure 11.2 Project Close-Out Documentation List DPMC 20A

Figure 11.3-a Certificate of Substantial Completion DPMC 20D

Figure 11.3-b Final Acceptance of Consultant Contract DPMC 20C

Figure 11.5 Request for Contract Transition Close-Out DPMC 20X

Figure 11.7 Final Contract Acceptance Form DPMC 20

Figure 11.8.3-a Final Cost Analysis

Figure 11.8.3-b Insurance Transfer Form DPMC 25

Figure 11.8.4 Submission Checklist

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## **XI. 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, floor plans, 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.

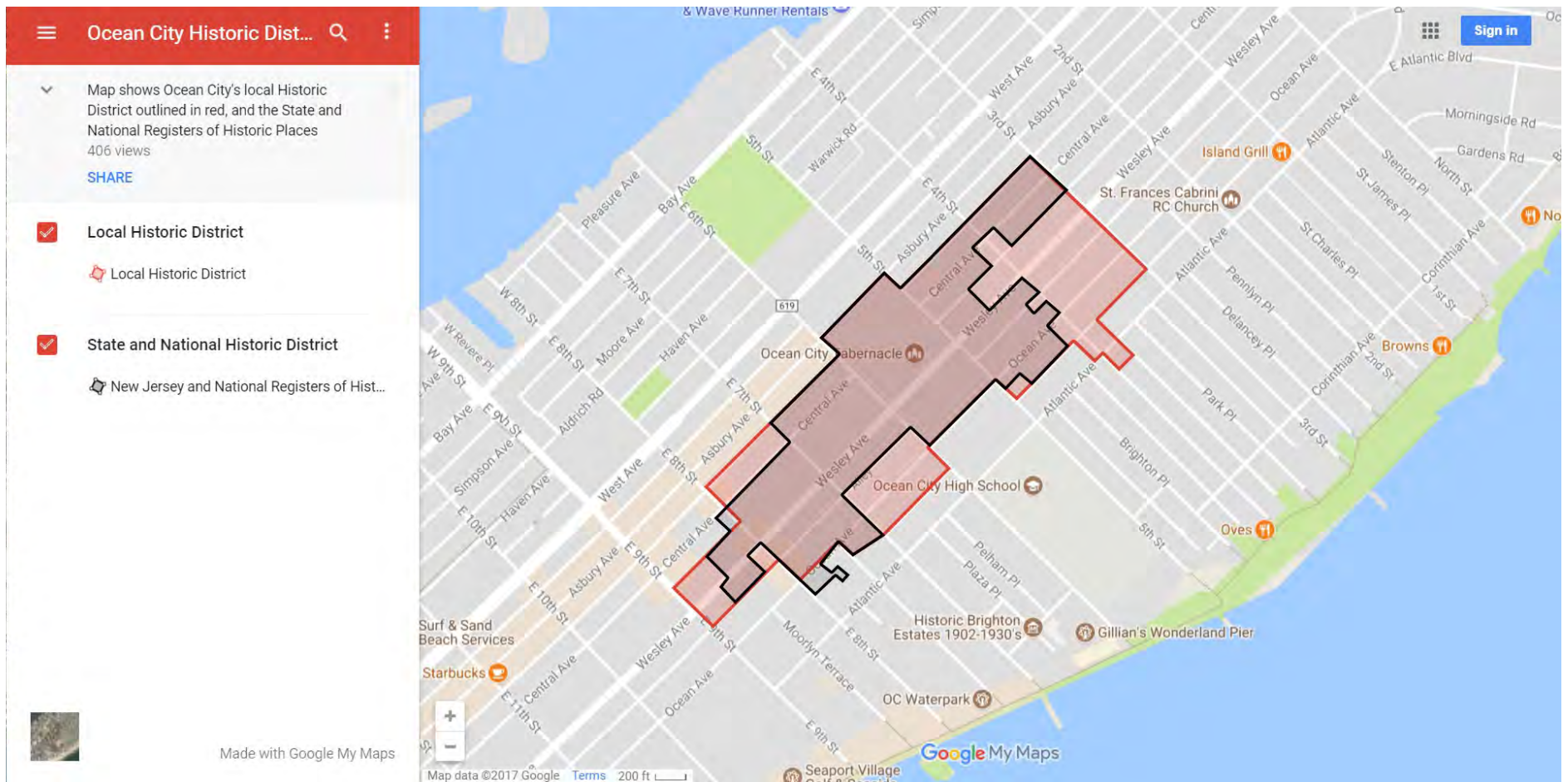
<u>CODE</u>	<u>DESCRIPTION</u>	<u>REPORTS TO ASSOCIATE DIRECTOR OF:</u>
CM	Contract Management Group	Contract Management
CA	Client Agency	N/A
CSP	Consultant Selection and Prequalification Group	Technical Services
A/E	Architect/Engineer	N/A
PR	Plan Review Group	Technical Services
CP	Construction Procurement	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	Rspn	Weeks																																																			
<PROJ>																																																						
Design																																																						
CV3001	Schedule/Conduct Predesign/Project Kick-Off Mtg.	CM																																																				
CV3020	Prepare Program Phase Submittal	AE																																																				
CV3021	Distribute Program Submittal for Review	CM																																																				
CV3027	Prepare & Submit Project Cost Analysis (DPMC-38)	CM																																																				
CV3022	Review & Approve Program Submittal	CA																																																				
CV3023	Review & Approve Program Submittal	PR																																																				
CV3024	Review & Approve Program Submittal	CM																																																				
CV3025	Consolidate & Return Program Submittal Comments	CM																																																				
CV3030	Prepare Schematic Phase Submittal	AE																																																				
CV3031	Distribute Schematic Submittal for Review	CM																																																				
CV3037	Prepare & Submit Project Cost Analysis (DPMC-38)	CM																																																				
CV3032	Review & Approve Schematic Submittal	CA																																																				
CV3033	Review & Approve Schematic Submittal	PR																																																				
CV3034	Review & Approve Schematic Submittal	CM																																																				
CV3035	Consolidate & Return Schematic Submittal Comment	CM																																																				
CV3040	Prepare Design Development Phase Submittal	AE																																																				
CV3041	Distribute D. D. Submittal for Review	CM																																																				
CV3047	Prepare & Submit Project Cost Analysis (DPMC-38)	CM																																																				
CV3042	Review & Approve Design Development Submittal	CA																																																				
CV3043	Review & Approve Design Development Submittal	PR																																																				
CV3044	Review & Approve Design Development Submittal	CM																																																				
CV3045	Consolidate & Return D.D. Submittal Comments	CM																																																				
CV3050	Prepare Final Design Phase Submittal	AE																																																				
CV3051	Distribute Final Design Submittal for Review	CM																																																				
CV3052	Review & Approve Final Design Submittal	CA																																																				
CV3053	Review & Approve Final Design Submittal	PR																																																				
CV3054	Review Final Design Submittl for Constructability	OCS																																																				
NOTE: Refer to section "TV Project Schedule" of the Scope of Work for contract phase durations. © Primavera Systems, Inc.		DBCA - TEST  Bureau of Design & Construction Services Routine Project		Sheet 1 of 3  Exhibit "A"																																																		

Activity ID	Description	Rspn	Weeks																																																			
CV3055	Review & Approve Final Design Submittal	CM																																																				
CV3056	Consolidate & Return Final Design Comments	CM																																																				
CV3060	Prepare & Submit Permit Application Documents	AE																																																				
CV3068	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																																																				
<b>NOTE:</b> Refer to section "IV Project Schedule" of the Scope of Work for contract phase durations.  © Primavera Systems, Inc.			DBCA - TEST		Sheet 2 of 3		<div>Bureau of Design &amp; Construction Services</div> <div>Routine Project</div> <div>Exhibit "A"</div>																																															

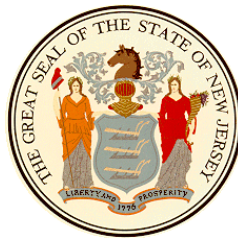
[illegible]



Ocean City Historic District Map  
**EXHIBIT 'B'**

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

**AGREEMENT  
BETWEEN THE STATE OF NEW JERSEY AND THE  
CONSULTANT  
FOR  
PRE-DESIGN PROFESSIONAL SERVICES**



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



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

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

and the Consultant, as noted in the Notice of Award for Project: P1164-00  
Intensive-Level Architectural Survey  
Ocean City Historic District  
Ocean City, 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) unless specifically excluded in the Consultants proposal. This document establishes the minimum obligation of the Consultant which obligations may be supplemented by the Consultant in its proposal(s). If the services promised in the Consultant's proposal(s) exceed those described in the articles of this AGREEMENT, then the Consultant shall be responsible for satisfying additional obligations described in its proposal(s).
- A.1.3 The Consultant shall comply with all requirements in the PROCEDURES FOR ARCHITECTS AND ENGINEERS, Second Edition, or subsequent editions. These requirements are in addition to those in this AGREEMENT.
- A.1.4 The Consultant services consist of those services performed by the Consultant, the Consultant's employees, the Consultant's sub-consultants and 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 a proposed replacement with equal or superior qualifications at no additional cost to the Owner. No change shall take effect unless the Owner approves the change in writing. The Owner may also determine, in the Owner's sole discretion, to terminate the Project, and/or to terminate the Consultant AGREEMENT, and/or claim all damages against the Consultant resulting from the Project termination or from the Consultant AGREEMENT termination.
- A.1.5 All claims against Consultants for Errors and Omissions will be pursued by the Owner to secure remuneration during the close-out phase of the project.
- A.1.6 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 STUDY PHASE**

- A.2.1 All documents including reports, 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 constructed as authority to violate, cancel or set aside any provisions of applicable codes.
- A.2.2 Study documents must comply with the latest adopted edition of the Uniform Construction Code in effect at the time the documents are submitted to the Owner for final approval.
- A.2.3 Unless otherwise provided in the AGREEMENT documents, the Consultant will be requested to secure and be reimbursed payment of all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work and which are legally required at the time of receipt of bids.

## **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 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 Consultants' 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 cases 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 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 Owners objectives, constraints and criteria, including space requirements, special equipment, systems and site requirement, 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 performance of the Consultant's contractual obligations remains with 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 FOR PRE-DESIGN PROFESSIONAL SERVICES.
  - 2) STATEMENT OF ASSURANCES, ADDITIONAL FEDERALLY FUNDED AGREEMENT PROVISIONS FOR CDBG FUNDED PROJECTS
  - 3) GENERAL CONDITIONS TO THE CONSULTANT AGREEMENT REVISED MAY 2016
  - 4) REQUEST FOR PROPOSAL DATED **TBD** INCLUDING:
    - 3.1 SCOPE OF WORK
    - 3.2 CONSULTANT PROPOSAL PACKAGE

- 5) PROCEDURES FOR ARCHITECTS AND ENGINEERS, CURRENT EDITION
- 6) CONSULTANT'S TECHNICAL PROPOSAL
- 7) CONSULTANT'S FEE PROPOSAL
- 8) 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. 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 N/A

**F. CONSULTANT COMPENSATION**

- F.1 The Consultant's firm will be compensated for professional services as indicated in the Notice to Proceed 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 of 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 or Consultant's proposal commencing on the date of the issuance of the Notice to Proceed.
- F.1.5 Service 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 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 Consultants, 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 services are required beyond the time identified in this AGREEMENT and/or to the extent that the Consultant is required to perform services not required under the AGREEMENT, the Consultant shall be entitled to an additional fee. However, the Consultant shall not be entitled to any additional compensation to the extent that delay in completion of the project is the result of the negligent or wrongful acts or omissions of the Consultant.

END OF AGREEMENT

**STATE OF NEW JERSEY  
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**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

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

### **GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at:  
[http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

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

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)**  
**N.J.A.C. 17:27-1.1 et seq.**

**CONSTRUCTION CONTRACTS**

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

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

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

The contractor or subcontractor 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 pre-scribed 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 sub-contractor 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 sub-contractor 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 web-site, 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 Dept. of LWD, Construction EEO Monitoring Program, 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 re-requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

## **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, then 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.



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

**DPMC PROJECT NO.:** P1164-00

**Project Description:** Intensive-Level Architectural Survey  
Ocean City Historical District  
Ocean City, Cape May County, NJ

**Firms:** **TBD**

<b>Mandatory Pre-Proposal Meeting/Site Visit: NO LATER THAN TBD</b>
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<b>Proposal Due Date: NO LATER THAN 2:00 PM, TBD</b>
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This confirms that your firm was selected from the list of pre-qualified firms in your discipline/specialty category and is invited to submit a proposal for this project. **Attached is the Consultant Proposal Package for this project. The Scope of Work is available on the Division's website at [www.state.nj.us/treasury/dpmc](http://www.state.nj.us/treasury/dpmc).**

The mandatory pre-proposal meeting/site visit is scheduled for **TBD**. Consultants shall meet at the NJDEP Office of Resource Development (Main Lobby) – 501 East State Street, Trenton, Mercer County, NJ. Only those firms attending the mandatory pre-proposal meeting will be permitted to submit a proposal. For more information on the site visit or the Scope of Work, please call Gene Cardone, DPMC Design Manager at (609) 633-2648.

***\*\*Due to security reasons, any firm seeking to attend the pre-proposal meeting must forward the name of the firm's representative who will be in attendance to me via email as soon as possible\*\****

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

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

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

Subsequent to receipt of this Consultant Proposal Package and the Scope of Work, should your firm decide not to submit a proposal for this project, please notify Shawn Taylor at (609) 292-5229 or fax (609) 777-1970 (email address: [shawn.taylor@treas.nj.gov](mailto:shawn.taylor@treas.nj.gov)) as soon as possible so another firm can be contacted to participate.

*Shawn Taylor*

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Consultant Selection Coordinator

*XX/XX/2018*

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Date

c: R. Ferrara  
Consultant Selection Committee Members

# **CONSULTANT PROPOSAL PACKAGE**



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

# CONSULTANT PROPOSAL PACKAGE - INSTRUCTIONS

## I. CONTENTS

This Consultant Proposal Package contains the following documents:

- (a) Request for Proposal (Cover Letter and Instructions)
- (b) Key Team Member Project Experience Data Sheet
- (c) Project Key Personnel List
- (d) Sample Technical Proposal Evaluation Form
- (e) Professional Services Fee Proposal
- (f) Consultant Task/Labor/Fee Sheet
- (g) Sub-Consultant Task/Labor/Fee Sheet
- (h) Scope of Work (Available on the DPMC website at [www.state.nj.us/treasury/dpmc](http://www.state.nj.us/treasury/dpmc))
- (i) Agreement Between the State of New Jersey and the Consultant & General Conditions Revised May 2016, to the Consultant Agreement
- (j) Statement of Assurances, Additional Federally Funded Agreement Provisions for CDBG funded projects).

## II. GENERAL INFORMATION

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

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

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

## III. TECHNICAL PROPOSAL

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

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

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

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

### Consultant/Sub-Consultant Prequalification

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

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

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

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

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

(b) **Organization Chart**

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

(c) **Resume**

Include a resume of each key team member.

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

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

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

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

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

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

(f) **Project Approach**

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

(g) **Project Schedule**

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

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

Pursuant to N.J.A.C. 17:27-1.1 et seq., all firms contracting with the State of New Jersey must comply with P.L. 1975, c. 127, regarding non-discrimination in employment. For your information, copies of Exhibits "A" and "B" detailing these requirements are set forth in the A/E General Conditions. Also attached for your information is the State contract policy with respect to the Americans With Disabilities Act.

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

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

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

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

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

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

**IV. FEE PROPOSAL**

The Fee Proposal package consists of the following:

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

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

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

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

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

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

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

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

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

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

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

(d) **Required Insurance Certificates**

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

Check the lower left hand corner of the "Professional Services Fee Proposal Form" for

the required Professional Liability insurance limits for this contract to make certain that your policy meets the limits.

(e) **Revenue Certificate**

Copies of "Proof of Business Registration Certificate", issued by the NJ Division of Revenue for your firm and any sub-consultants should be included with the proposal. No contract may be awarded or authorized prior to receipt of the Bureau of Revenue Certificate for your firm or any sub-consultant.

(f) **MacBride Principles Certificate**

Complete form, sign and date

(g) **Investment Activities in Iran**

Complete form, sign and date

**V. SUBMISSION**

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

**VI. EVALUATION, NEGOTIATION AND AWARD**

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

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

**Public Law 2005, Chapter 51**

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

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

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

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

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

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

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

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

## **VII. REVISIONS/CHANGES**

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



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

**LEVEL 7**

**Title:** **Principal, partner or officer of the firm**  
**Duties:** Overall responsibility for the legal, technical and financial obligation of the firm.  
**Qualifications:** Current License in applicable discipline, if required by law.  
**Experience:** N/A

**LEVEL 6**

**Title:** **Project Executive**  
**Duties:** Under direct leadership of principal, controls project scheduling and management.  
**Qualifications:** Current license in applicable discipline, if required by law.  
**Experience:** N/A

**LEVEL 5**

**Title:** **Project Manager**  
**Duties:** Under direction of Project Executive, directs day-to-day operations of the project, scheduling deadlines, group work activities, etc.  
**Qualifications:** BA, BS degree or equivalent experience.  
**Experience:** Minimum 7 years.

**LEVEL 4**

**Title:** **Senior Designer; Senior Engineer**  
**Duties:** Under supervision of Project Manager, reviews project elements to conform to project requirements, directs designer and others on projects.  
**Qualifications:** BA, BS degree or equivalent experience.  
**Experience:** Minimum 5 years

**LEVEL 3**

**Title:** **Designer; Abatement Service Technician**  
**Duties:** Under supervision of Designer or Engineer takes designed systems and layout data and sketches and translates into usable information on construction documents or feasibility studies.  
**Qualifications:** BA, BS degree or equivalent experience; AST certification, if required.  
**Experience:** Minimum 3 years

**LEVEL 2**

**Title:** **Designer/Draftsperson**  
**Duties:** Takes simple systems and layout data and sketches and translates into usable information; performs drafting as required for construction documents, etc.  
**Qualifications:** High School Graduate, Technical School, or equivalent, with courses in discipline.  
**Experience:** Minimum 3 years direct work experience within discipline.

**LEVEL 1**

**Title:** **Draftsperson**  
**Duties:** Performs all entry level tasks: Assembles tracings for review, printing; keeps logs of tracings, shop drawings; performs tracing and drafting chores, etc.  
**Qualifications:** High School Graduate, Technical School or equivalent with courses in discipline.  
**Experience:** N/A

## **MAC BRIDE PRINCIPLES COMPLIANCE CERTIFICATION**

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

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

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

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

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

---

Signature of Consultant

Dated:

# **AMERICANS WITH DISABILITIES ACT**

## **State Contract Language**

### **Equal Opportunity for Individuals with Disabilities**

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

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

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

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

**Routine Contract  
Technical Proposal Evaluation**

**PROJECT:** Intensive-Level Architectural Survey, Ocean City Historic District, Ocean City, Cape May County, NJ

**DPMC NUMBER:** P1164-00

**FIRM:** \_\_\_\_\_

**RETURN BY:** \_\_\_\_\_

<b>CRITERIA</b> <i>Provide comments in each criteria area to justify point score</i>	<b>MAX. POINTS</b>	<b>POINTS</b>
<b><i>FIRM / TEAM ORGANIZATION / SUB-CONSULTANTS</i></b>	<b>30</b>	
Comments:		
<b><i>FIRM / PROJECT TEAM EXPERIENCE ON SIMILAR PROJECTS</i></b>	<b>30</b>	
Comments:		
<b><i>PROJECT APPROACH</i></b>	<b>30</b>	
<b><i>PROJECT SCHEDULE</i></b>	<b>10</b>	
<b>FINAL SCORE</b>		<div style="border: 1px solid black; width: 100px; height: 50px;"></div>

1

2

3

\_\_\_\_\_  
EVALUATOR

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
DATE

## Public Law 2005, Chapter 92

Formerly: Executive Order 129

### SOURCE DISCLOSURE CERTIFICATION FORM

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

I hereby certify and say:

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

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

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

<u>Bidder or Subcontractor</u>	<u>Description of Services</u>	<u>Performance Location(s) by Country</u>
--------------------------------	--------------------------------	---

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced Project Number will be immediately reported by the Bidder to the Contract Compliance Unit in the DPMC, Department of Treasury, State of New Jersey, PO Box 034, Trenton, NJ 08625.

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

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

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

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

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

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

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

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

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

PROJECT NUMBER P1136-00

BIDDER \_\_\_\_\_

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

**PLEASE CHECK THE APPROPRIATE BOX:**

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

OR

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

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

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

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

**List Additional Activities on Separate Sheet**

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

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

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

# **SCOPE OF WORK**

## **Intensive-Level Architectural Survey**

Ocean City Historic District  
Ocean City, Cape May County, N.J.

**PROJECT NO. P1164-00**

## **STATE OF NEW JERSEY**

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

## **DEPARTMENT OF THE TREASURY**

Ford M. Scudder, Treasurer



## **DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION**

Christopher Chianese, Director

**Date: August 30, 2017**



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PROJECT NAME: Intensive-Level Architectural Survey  
PROJECT LOCATION: Ocean City Historic District  
PROJECT NO: P1164-00  
DATE: August 30, 2017

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## I. OBJECTIVE

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The objective of this project is to conduct an Intensive-Level Architectural Survey of approximately 300 properties in and surrounding the NJ & National Register listed and locally designated historic districts in Ocean City, NJ.

## 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 following discipline(s):

- **P050 Historic Preservation Consultant**

The Consultant shall employ at a minimum the services of an Architectural Historian qualified in accordance with the National Park Service *Professional Qualification Standards*, as well as, **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. CURRENT WORKING ESTIMATE (CWE)

The Current Working Estimate (CWE) for this project is \$50,000.

The CWE is the Client Agency's financial budget based on this project Scope of Work and shall not be exceeded during the design and construction phases of the project unless DPMC approves the change in Scope of Work through a Contract amendment.

### C. CONSULTANT'S FEES

The current working estimate for this project ***shall not*** be used as a basis for the Consultant's 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.

## IV. PROJECT SCHEDULE

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### A. SCOPE OF WORK SCHEDULE

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

<b>PROJECT PHASE</b>	<b>ESTIMATED DURATION (Weeks)</b>
1. Kick-off Meeting	1
2. Background Research/Fieldwork	8
3. Submission of 1 <sup>st</sup> Round of Draft Product (100 Survey Forms)	6
4. Submission of 2 <sup>nd</sup> Round of Draft Product (100 Survey Forms)	6
5. Submission of 3 <sup>rd</sup> Round of Draft Product (100 Survey Forms)	6
6. Submission of Complete Draft Including Historical Narrative Report & Survey Forms	6
7. Submission of Final Product	6

### B. CONSULTANT'S PROPOSED SCHEDULE

The Consultant shall submit a project 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.

The Consultant shall estimate the duration of the project Close-Out Phase based on the anticipated time required to complete each deliverable identified in Section XIV of this document entitled "Contract Deliverables - Project Close-Out Phase" and include this information in the bar chart schedule submitted.

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 SCHEDULE**

Based on the Notice to Proceed, Consultant shall update their approved schedule and shall distribute it at the kickoff meeting. Note that this schedule shall be submitted in both paper format and on compact disk in a format compatible with *Microsoft Project*. This schedule will be binding for the Consultant's activities and will include the start and completion dates for each activity. The Consultant and Project Team members shall use this schedule to ensure that all milestone dates are being met for the project. The Consultant shall update the schedule to reflect performance periodically (minimally at each phase) for the Project Team review and approval. Any recommendations for deviations from the approved 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 location of the project site is:

Ocean City, Cape May County, New Jersey

See **Exhibit 'B'** for the project site map.

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

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

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

Name:	<u>Edward Mulvan, Administrator</u>
Address:	<u>DEP/Natural &amp; Historic Resources</u>
	<u>Office of Resource Development</u>
	<u>501 East State Street, 4th Floor</u>
	<u>Mail Code 502-04A, P.O. Box 420</u>
	<u>Trenton, NJ 08625-0420</u>
Phone No:	<u>(609) 984-3819</u>
E-Mail No:	<u>edward.mulvan@dep.nj.gov</u>

## **2. Client Agency Representative:**

Name: Jonathan Kinney, Historic Preservation Specialist  
Address: DEP. Historic Preservation Office  
501 East State Street, 4<sup>th</sup> Floor  
Trenton, NJ 08625  
Phone No: (609) 984-0141  
E-Mail No: jonathan.kinney@dep.nj.gov

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## **VI. PROJECT DEFINITION**

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### **A. BACKGROUND**

The State of New Jersey, Department of Environmental Protection, Natural & Historic Resources Group, Historic Preservation Office is soliciting Proposals for an Intensive-Level Architectural Survey of approximately 300 properties within and adjacent to the New Jersey and National Register listed and locally designated historic districts in Ocean City, Cape May County, New Jersey.

The goal of the survey is to provide a much-needed update to the existing information on properties within the districts and to help Ocean City's planning board, zoning board of adjustment, and historic preservation commission to make informed land use decisions regarding properties in the district and to amend the district boundary, if appropriate. An updated survey will enhance the capacity of the local preservation program and will support the work of the Historic Preservation Office and the local historic preservation commission.

The survey shall be conducted in accordance with the New Jersey Guidelines for Architectural Survey. The survey data will be gathered using a database application provided by the HPO and mapping will be based on GIS data. The results of the survey shall be compiled in a report that presents intensive-level research, eligibility findings, and summarizes the overall survey effort.

Information generated from this Intensive-level Architectural Survey will enable the Ocean City Planning Board, Zoning Board of Adjustment and Historic Preservation Commission to make informed land use decisions in accordance with the municipal Master Plan, local ordinances, and the Municipal Land Use Law. It will also assist the Ocean City Historic Preservation Commission in making reasonable, consistent and justifiable decisions.

## **B. FUNCTIONAL DESCRIPTION OF OCEAN CITY**

Existing survey documentation dates from 1990 (the survey) and 2003 (the National Register nomination). Generally, based on the rapid pace of change statewide, the HPO recommends revisiting surveys after about 10 years. Ocean City has certainly experienced much change since the existing documentation was created – across the spectrum from restorations to complete redevelopment. For these reasons, the HPO recommends that a new intensive-level architectural survey in Ocean City be undertaken.

Ocean City has demonstrated their local commitment to historic preservation and has been designated as a Certified Local Government by the National Park Service. The local historic preservation commission faces dual challenges in sustaining their resources. Ocean City is located in a dynamic coastal environment, regularly experiencing flooding and storm events. Ocean City is also a vibrant coastal resort and is consequently a dynamic architectural environment. A better understanding of the historic resources that make up the historic district, and a better understanding of the district's current boundaries, will enhance the City's local historic preservation program and their abilities to prepare for, and recover from, future storm events. It will also help to support the work of the local historic preservation commission and the Historic Preservation Office.

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## **VII. CONSULTANT RESPONSIBILITIES**

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### **A. REQUIREMENTS**

#### **1. General:**

The Consultant shall employ at a minimum the services of an Architectural Historian qualified in accordance with the National Park Service *Professional Qualification Standards*, to produce an intensive-level architectural survey of approximately 300 historic resources. Surveyed resources will be documented individually and as part of an historic district.

The survey must be conducted in accordance with the HPO *Guidelines for Architectural Survey* (Guidelines). The survey data will be gathered using a database application provided by the HPO and mapping will be based on GIS data. The results of the survey shall be compiled in a report that presents intensive-level research, eligibility findings, and summarizes the overall survey effort.

## 2. Intensive-Level Survey Documentation:

The following products shall be produced as part of the survey effort. The Consultant shall conduct an Intensive-level Survey consisting of:

### Survey Forms

- Preparation of HPO approved forms for a minimum of 300 historic resources. The description field should have three paragraphs. The first paragraph should be an architectural description of the building. This description should identify whether the building has been elevated or otherwise altered for flood protection. The second paragraph should be a brief narrative history of the building. The third paragraph should include a recommendation of individual eligibility as well as contributing or non-contributing status of the building in the historic district – and must include a persuasive and well-reasoned rationale for these recommendations. **All forms must be submitted in electronic and hard copy. The electronic copy must be submitted as a Microsoft Access database in the data-structure provided by the HPO. The hard copy inventory forms will be generated from the database.**
- Preparation of attachments and eligibility worksheets for those properties identified as potentially individually eligible.
- Assessment of “key-contributing” (i.e. individually eligible), “contributing” and “non-contributing” status for all properties surveyed, as they relate to the Ocean City Historic District.

### Photography

- Survey photography shall include at least one digital color photograph of the entire principal elevation or view for every historic property in the intensive-level survey (this photograph shall appear on the Base Survey Form for the subject property).
- Additional photographs, which clearly contribute to an understanding of the property’s significance, are strongly recommended. These photographs shall appear on continuation sheets following the survey form for the subject property.
- Survey photographs shall be submitted as color digital images in JPEG format with a minimum pixel array of 1200 by 1800 (approximately 4” by 6” at 300dpi).



### GIS Mapping

- GIS Mapping must be based on existing digital parcel maps, or an HPO approved alternate, such as Global Positioning System (GPS) data.
- Digital submissions must include separate ArcView shapefiles in the data structure provided by the HPO:
  - a. Historic District boundaries (polygons). Where the Historic District boundary coincides with a municipal boundary, the Historic District Boundary must overlay the municipal boundary exactly.
  - b. Property locations (points).
- Geospatial metadata sufficient to satisfy the metadata reporting requirements of the NJDEP Mapping and Digital Data Standards (2013) available online at [http://nj.gov/dep/gis/assets/NJDEP\\_GIS\\_Spatial\\_Data\\_Standards\\_2013.pdf](http://nj.gov/dep/gis/assets/NJDEP_GIS_Spatial_Data_Standards_2013.pdf)
- **All digital data shall be submitted on CD-ROM in the formats referenced above.**
- The GIS data shall serve as the basis for creating the 2" x 3" location map for each surveyed property. The location map shall be saved as a digital image in JPEG format that will be included on the hard copy survey forms.

### **3. Intensive-Level Survey Report:**

The Consultant shall prepare an intensive-level survey report in accordance with Section 3.5 of the Guidelines for Architectural Survey. The report shall be comprised of at least 30 pages of text (12pt type in a single spaced format), not including survey forms, maps, photos and illustrations. The final report must be submitted to the HPO in both electronic and hard copy. The electronic copy must be submitted on CD or DVD as a Microsoft Word document and as a PDF.

The report will include the following sections: title page, abstract, table of contents, list of illustrations, introduction, background research including historic overview and contexts, research design, descriptions of architectural survey, interpretations and conclusions, recommendations. It will be illustrated with current and historic photographs and maps. It will be accompanied by a bibliography. Appendices will include resumes of project personnel, the scope of work and accepted proposal, and survey forms. Particular emphasis will be placed on the appropriate period of significance for the historic district. The report shall also include specific analysis of the impact of elevations, and any other adaptations for climate change, on the character and integrity of the historic district.

#### **4. Deliverables:**

For purposes of this Grant Agreement the Consultant shall produce two (2) hard copies of all survey products defined above. The HPO and Ocean City shall each receive one (1) complete hard copy set of the completed survey products and an electronic copy, submitted on a CD or DVD as both a Microsoft Word document and PDF, in accordance with the grant Schedule. See Section X below for further details.

### **B. PROJECT COMMENCEMENT**

A meeting shall be scheduled with the Consultant and the Project Team members at the commencement of the project 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 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.

#### **3. Project Coordination:**

Review and become familiar with any current and/or future projects at the site that may impact the scheduling requirements of this project.

#### **4. Existing Documentation:**

Copies of the following documents will be provided to each Consulting firm at the pre-proposal meeting to assist in the bidding process.

- New Jersey and National Register of Historic Places Nomination for the Ocean City Residential Historic District
- Local Historic District Designation – Ocean City
- Existing Survey Data on file at the Historic Preservation Office

Review these documents and any additional information that may be provided at a later date such as reports, studies, surveys, equipment manuals, as-built drawings, etc. 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 administration responsibilities and the submission requirements identified in this Scope of Work with the Project Team members. Items such as: contract deliverables, special sequencing requirements, special hours based on Client Agency programs or building occupancy, security needs, weather restrictions, and coordination with other project activities at the site shall be addressed.

## **6. Project Schedule:**

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

# **C. MEETINGS & PRESENTATIONS**

## **1. Meetings:**

Conduct the appropriate number of review meetings with the Project Team members during each 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 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 solutions proposed. Special considerations shall also be addressed such as: site access limitations, schedule requirements, security restrictions, etc.

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

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

## **2. Presentations:**

The minimum number of presentations required for each phase of this project is identified below for reference:

Background Research/Fieldwork: One (1) oral presentation at phase completion.

Submission of 1<sup>st</sup> Round of Draft Product: One (1) oral presentation at phase completion.

Submission of 2nd Round of Draft Product: One (1) oral presentation at phase completion.

Submission of 3rd Round of Draft Product: One (1) oral presentation at phase completion.

Submission of Complete Including Historical Narrative Report & Survey Forms: One (1) oral presentation at phase completion.

Submission of Final Product: One (1) oral presentation at phase completion.

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## **VIII. 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.

PROJECT NAME: Intensive-Level Architectural Survey  
PROJECT LOCATION: Ocean City Historic District  
PROJECT NO: P1164-00  
DATE: August 30, 2017

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## IX. 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: James W. Wright 8/30/2017  
JAMES WRIGHT, PROJECT MANAGER  
DPMC PROJECT PLANNING & INITIATION DATE

SOW APPROVED BY: J. Mckenna 9/1/17  
JAMES MCKENNA, MANAGER  
DPMC PROJECT PLANNING & INITIATION DATE

SOW APPROVED BY: E. Mulvan 9/14/17  
EDWARD MULVAN, ADMINISTRATOR  
DEP/ NATURAL & HISTORIC RESOURCES DATE

SOW APPROVED BY: Jonathan Kinney 9/19/17  
JONATHAN KINNEY, PRESERVATION SPECIALIST  
DEP/HISTORIC PRESERVATION OFFICE DATE

SOW APPROVED BY: Richard Flodmand 9/28/17  
RICHARD FLODMAND, DEPUTY DIRECTOR  
DIV PROPERTY MGT & CONSTRUCTION DATE

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## **X. 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 some of the deliverables required for closeout listed below.

The numbering system for the Close-Out Phase 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.

### **SUBMISSION OF 1<sup>st</sup> ROUND OF DRAFT PRODUCT**

100 Survey Forms

### **SUBMISSION OF 2<sup>nd</sup> ROUND OF DRAFT PRODUCT**

100 Survey Forms

### **SUBMISSION OF 3<sup>rd</sup> ROUND OF DRAFT PRODUCT**

100 Survey Forms

### **SUBMISSION OF COMPLETE DRAFT**

Historical Narrative Report & Survey Forms

### **SUBMISSION OF FINAL PRODUCT**

For purposes of this Grant Agreement the Consultant shall produce two (2) hard copies of all survey products defined in this scope document. The HPO and Ocean City shall each receive one (1) complete hard copy set of the completed survey products and an electronic copy, submitted on a CD or DVD as both a Microsoft Word document and PDF, in accordance with the grant Schedule.

## **PROJECT CLOSE-OUT PHASE**

### **11.1 Responsibilities: Plan, Schedule and Execute Close-Out Activities**

### **11.2 Commencement: Initiate Close-Out w/DPMC 20A Project Close-Out Form**

**11.5 Determination of Substantial Completion**

**11.7 Initiation of Final Contract Acceptance Process**

**11.8 Submission of Close-Out Documentation**

11.8.2 Letter of Contract Performance

11.8.3 Final Cost Analysis-Insurance Transfer DPMC 25

11.8.4 This Submission Checklist

**11.9 Final Payment**

11.9.1 Contractors Final Payment

11.9.2 A/E Invoice and Close-Out Forms for Final Payment

**11.10 Final Performance Evaluation of the A/E and/or Contractors**

**11.12 Submission Forms**

Figure 11.2 Project Close-Out Documentation List DPMC 20A

Figure 11.3-a Certificate of Substantial Completion DPMC 20D

Figure 11.3-b Final Acceptance of Consultant Contract DPMC 20C

Figure 11.5 Request for Contract Transition Close-Out DPMC 20X

Figure 11.7 Final Contract Acceptance Form DPMC 20

Figure 11.8.3-a Final Cost Analysis

Figure 11.8.3-b Insurance Transfer Form DPMC 25

Figure 11.8.4 Submission Checklist

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## **XI. 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, floor plans, 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	Rspn	Weeks
<PROJ>			
<b>Design</b>			
CV3001	Schedule/Conduct Pre-design/Project Kick-Off Mtg.	CM	
CV3020	Prepare Program Phase Submittal	AE	
CV3021	Distribute Program Submittal for Review	CM	
CV3027	Prepare & Submit Project Cost Analysis (DPMC-38)	CM	
CV3022	Review & Approve Program Submittal	CA	
CV3023	Review & Approve Program Submittal	PR	
CV3024	Review & Approve Program Submittal	CM	
CV3025	Consolidate & Return Program Submittal Comments	CM	
CV3030	Prepare Schematic Phase Submittal	AE	
CV3031	Distribute Schematic Submittal for Review	CM	
CV3037	Prepare & Submit Project Cost Analysis (DPMC-38)	CM	
CV3032	Review & Approve Schematic Submittal	CA	
CV3033	Review & Approve Schematic Submittal	PR	
CV3034	Review & Approve Schematic Submittal	CM	
CV3035	Consolidate & Return Schematic Submittal Comment	CM	
CV3040	Prepare Design Development Phase Submittal	AE	
CV3041	Distribute D. D. Submittal for Review	CM	
CV3047	Prepare & Submit Project Cost Analysis (DPMC-38)	CM	
CV3042	Review & Approve Design Development Submittal	CA	
CV3043	Review & Approve Design Development Submittal	PR	
CV3044	Review & Approve Design Development Submittal	CM	
CV3045	Consolidate & Return D.D. Submittal Comments	CM	
CV3050	Prepare Final Design Phase Submittal	AE	
CV3051	Distribute Final Design Submittal for Review	CM	
CV3052	Review & Approve Final Design Submittal	CA	
CV3053	Review & Approve Final Design Submittal	PR	
CV3054	Review Final Design Submittal for Constructability	OCS	

DBCA - TEST

Sheet 1 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	Reph	Weeks
CV3055	Review & Approve Final Design Submittal	CM	
CV3056	Consolidate & Return Final Design Comments	CM	
CV3060	Prepare & Submit Permit Application Documents	AE	
CV3068	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	

**NOTE:**

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

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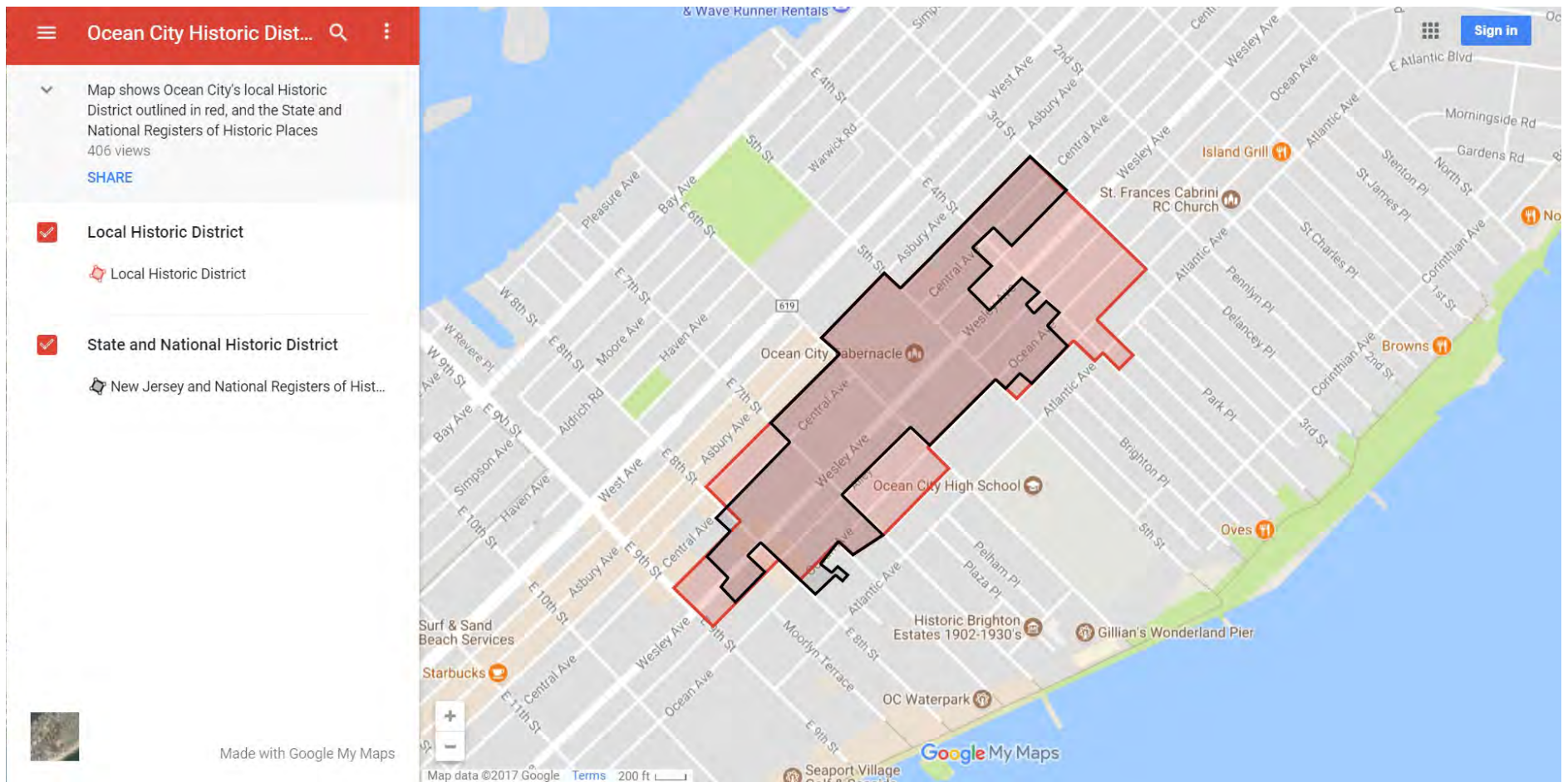
DRCA - TEST

Sheet 2 of 3

Bureau of Design & Construction Services  
Routine Project

**Exhibit "A"**

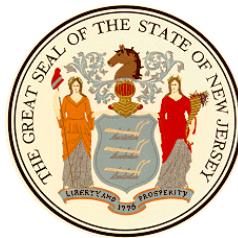




Ocean City Historic District Map  
**EXHIBIT 'B'**

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

**AGREEMENT  
BETWEEN THE STATE OF NEW JERSEY AND THE  
CONSULTANT  
FOR  
PRE-DESIGN PROFESSIONAL SERVICES**



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

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

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

and the Consultant, as noted in the Notice of Award for Project:   P1164-00  
Intensive-Level Architectural Survey  
Ocean City Historic District  
Ocean City, 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) unless specifically excluded in the Consultants proposal. This document establishes the minimum obligation of the Consultant which obligations may be supplemented by the Consultant in its proposal(s). If the services promised in the Consultant's proposal(s) exceed those described in the articles of this AGREEMENT, then the Consultant shall be responsible for satisfying additional obligations described in its proposal(s).
- A.1.3       The Consultant shall comply with all requirements in the PROCEDURES FOR ARCHITECTS AND ENGINEERS, Second Edition, or subsequent editions. These requirements are in addition to those in this AGREEMENT.
- A.1.4       The Consultant services consist of those services performed by the Consultant, the Consultant's employees, the Consultant's sub-consultants and 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 a proposed replacement with equal or superior qualifications at no additional cost to the Owner. No change shall take effect unless the Owner approves the change in writing. The Owner may also determine, in the Owner's sole discretion, to terminate the Project, and/or to terminate the Consultant AGREEMENT, and/or claim all damages against the Consultant resulting from the Project termination or from the Consultant AGREEMENT termination.
- A.1.5       All claims against Consultants for Errors and Omissions will be pursued by the Owner to secure remuneration during the close-out phase of the project.
- A.1.6       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 STUDY PHASE**

- A.2.1 All documents including reports, 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 constructed as authority to violate, cancel or set aside any provisions of applicable codes.
- A.2.2 Study documents must comply with the latest adopted edition of the Uniform Construction Code in effect at the time the documents are submitted to the Owner for final approval.
- A.2.3 Unless otherwise provided in the AGREEMENT documents, the Consultant will be requested to secure and be reimbursed payment of all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work and which are legally required at the time of receipt of bids.

## **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 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 Consultants' 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 cases 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 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 Owners objectives, constraints and criteria, including space requirements, special equipment, systems and site requirement, 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 performance of the Consultant's contractual obligations remains with 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 FOR PRE-DESIGN PROFESSIONAL SERVICES.
  - 2) STATEMENT OF ASSURANCES, ADDITIONAL FEDERALLY FUNDED AGREEMENT PROVISIONS FOR CDBG FUNDED PROJECTS
  - 3) GENERAL CONDITIONS TO THE CONSULTANT AGREEMENT REVISED MAY 2016
  - 4) REQUEST FOR PROPOSAL DATED **TBD** INCLUDING:
    - 3.1 SCOPE OF WORK
    - 3.2 CONSULTANT PROPOSAL PACKAGE



- 5) PROCEDURES FOR ARCHITECTS AND ENGINEERS, CURRENT EDITION
- 6) CONSULTANT'S TECHNICAL PROPOSAL
- 7) CONSULTANT'S FEE PROPOSAL
- 8) 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. 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 N/A

**F. CONSULTANT COMPENSATION**

- F.1 The Consultant's firm will be compensated for professional services as indicated in the Notice to Proceed 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 of 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 or Consultant's proposal commencing on the date of the issuance of the Notice to Proceed.
- F.1.5 Service 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 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 Consultants, 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 services are required beyond the time identified in this AGREEMENT and/or to the extent that the Consultant is required to perform services not required under the AGREEMENT, the Consultant shall be entitled to an additional fee. However, the Consultant shall not be entitled to any additional compensation to the extent that delay in completion of the project is the result of the negligent or wrongful acts or omissions of the Consultant.

END OF AGREEMENT

STATE OF NEW JERSEY  
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**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

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

### **GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at:  
[http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

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

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)**  
**N.J.A.C. 17:27-1.1 et seq.**

**CONSTRUCTION CONTRACTS**

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

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

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

The contractor or subcontractor 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 pre-scribed 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 sub-contractor 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 sub-contractor 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 web-site, 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 Dept. of LWD, Construction EEO Monitoring Program, 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 re-requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

## **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, then 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.

PROFESSIONAL SERVICES FEE PROPOSAL  
DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION

THIS FEE PROPOSAL TO BE RETURNED  
IN A SEPARATELY SEALED ENVELOPE TO:  
*Division of Property Management & Construction*  
*33 WEST STATE ST 9TH FLOOR, PLAN ROOM*  
*P.O. Box 034*  
*Trenton, NJ 08625-0034*  
*Attention: SHAWN TAYLOR*

DATE: **TBD**  
PROJECT NO.: P1164-00

THIS PROPOSAL DUE DATE, NO LATER THAN 2:00 PM, **TBD**

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

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

	CONSULTANT FEES	SUB-CONSULTANT FEES
SUBMISSION OF 1ST ROUND OF DRAFT PRODUCT	\$ _____	\$ _____
SUBMISSION OF 2ND ROUND OF DRAFT PRODUCT	\$ _____	\$ _____
SUBMISSION OF 3RD ROUND OF DRAFT PRODUCT	\$ _____	\$ _____
SUBMISSION OF COMPLETE DRAFT	\$ _____	\$ _____
SUBMISSION OF FINAL PRODUCT	\$ _____	\$ _____
PROJECT CLOSE-OUT PHASE	\$ _____	\$ _____
ALLOWANCE FOR WORK SPECIFIED BY THE CONSULTANT	\$ _____	\$ _____
TOTALS	\$ <div></div>	\$ <div></div>
TOTAL CONTRACT AMOUNT	\$ <div></div>	

PROPOSAL TO HOLD GOOD FOR 60 DAYS AFTER THE DUE DATE.

Signature and Title of Principle or Individual of the firm authorized to sign contractual documents:  
*Signature of the consultant below attests that the Consultant has read, understands and agrees to all terms, conditions and specifications set forth in the Request for Proposal (RFP) and Consultant Proposal Package.*

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Witness Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

ATTACH PROOF OF REQUIRED INSURANCE COVERAGE  
See attached requirements per "General Conditions to Consultant Agreement" Section 27, pp. 18-19  
PROFESSIONAL LIABILITY INSURANCE  
(\$100,000 MIN LIMIT/\$25,000 MAX DEDUCTIBLE)

**A/E:**

**Project Location: Ocean City, NJ**

PROJECT PHASE OR TASK	CONSULTANTS LEVEL OF EFFORT IN HOURS/FEE								REPROD. COST	TOTALS
	LEVEL	7	6	5	4	3	2	1	PER PHASE INCLUD.	PER TASK
	*HOURLY RATE								SUB CONSULTANT DOCUMENTS	HOURS
		\$	\$	\$	\$	\$	\$	\$		\$ AMOUNT
SUBMISSION OF 1ST ROUND OF DRAFT PRODUCT	HOURS									
	AMOUNT	\$	\$	\$	\$	\$	\$	\$	\$	\$
SUBMISSION OF 2ND ROUND OF DRAFT PRODUCT	HOURS									
	AMOUNT	\$	\$	\$	\$	\$	\$	\$	\$	\$
SUBMISSION OF 3RD ROUND OF DRAFT PRODUCT	HOURS									
	AMOUNT	\$	\$	\$	\$	\$	\$	\$	\$	\$
SUBMISSION OF COMPLETE DRAFT	HOURS									
	AMOUNT	\$	\$	\$	\$	\$	\$	\$	\$	\$
SUBMISSION OF FINAL PRODUCT	HOURS									
	AMOUNT	\$	\$	\$	\$	\$	\$	\$	\$	\$
PROJECT CLOSE-OUT PHASE	HOURS									
	AMOUNT	\$	\$	\$	\$	\$	\$	\$	\$	\$
TOTAL	HOURS									
	AMOUNT	\$	\$	\$	\$	\$	\$	\$	\$	\$
						PROFESSIONAL SERVICES GRAND TOTALS			HOURS	
									AMOUNT	\$







SUB-CONSULTANT TASK/LABOR/FEE SHEET

A/E:

Project # P1164-00

Project Name: Intensive-Level Architectural Survey

Project Location: Ocean City, NJ

PROJECT PHASE OR TASK	SUB CONSULTANTS LEVEL OF EFFORT IN HOURS/FEE					TOTALS PER TASK
	FIRM NAME					
SUBMISSION OF 1ST ROUND OF DRAFT PRODUCT	HOURS 					
	AMOUNT	\$	\$	\$	\$	\$
SUBMISSION OF 2ND ROUND OF DRAFT PRODUCT	HOURS 					
	AMOUNT	\$	\$	\$	\$	\$
SUBMISSION OF 3RD ROUND OF DRAFT PRODUCT	HOURS 					
	AMOUNT	\$	\$	\$	\$	\$
SUBMISSION OF COMPLETE DRAFT	HOURS 					
	AMOUNT	\$	\$	\$	\$	\$
SUBMISSION OF FINAL PRODUCT	HOURS 					
	AMOUNT	\$	\$	\$	\$	\$
PROJECT CLOSE-OUT PHASE	HOURS 					
	AMOUNT	\$	\$	\$	\$	\$
TOTALS	HOURS					
	AMOUNT	\$	\$	\$	\$	\$
						TOTAL

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

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



FIRM NAME	KEY PERSONNEL & TITLE							
		SUBMISSION OF 1ST ROUND OF DRAFT PRODUCT	SUBMISSION OF 2ND ROUND OF DRAFT PRODUCT	SUBMISSION OF 3RD ROUND OF DRAFT PRODUCT	SUBMISSION OF COMPLETE DRAFT	SUBMISSION OF FINAL PRODUCT	PROJECT CLOSE-OUT PHASE	HOURLY WAGE LEVEL 1-7

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

## KEY TEAM MEMBER PROJECT EXPERIENCE DATA SHEET

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

FIRM \_\_\_\_\_

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

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

## **STATEMENT OF ASSURANCES FOR CONTRACTOR/CONSULTANT**

### **ADDITIONAL FEDERALLY FUNDED AGREEMENT PROVISIONS** **COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY FUNDED** **PROJECTS**

#### **ASSURANCES**

The purpose of this Statement of Assurances is to list requirements applicable to programs funded in whole or in part by Community Development Block Grant-Disaster Recovery (“CDBG-DR”) funds received from the U.S. Department of Housing and Urban Development (“HUD”). Not all of the requirements listed herein shall apply to all activities or work under the Contract.

As used herein, “**Contractor**” and “**Consultant**” refer to any contractors or consultants awarded a Contract to provide goods or perform services in connection with the Project and paid with CDBG-DR funds.

Contractor/Consultant agrees to comply with all *applicable* federal CDBG-DR laws, guidelines and standards in a manner satisfactory to the State and HUD, including all administration and compliance requirements set forth by this Statement of Assurances. To the extent that Contractor/Consultant utilizes any subconsultants/subcontractors, Contractor/Consultant shall require and ensure that each subconsultant/subcontractor comply with all *applicable* federal CDBG-DR laws, guidelines and standards; any subcontracts entered into by Consultant shall set forth these requirements. Contractor/Consultant also agrees to comply with all *applicable* cross-cutting statutes and regulations, subject to waivers cited in the Federal Register, Docket No. FR-5696-N-01 (March 5, 2013) (Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving CDBG - DR funds in Response to Superstorm Sandy), and all other waivers granted by HUD. The failure to list herein a legal requirement applicable to services performed by Contractor/Consultant does not relieve the Contractor/Consultant from complying with that requirement.

#### **A. GENERAL PROVISIONS**

1. Under provisions of the Hatch Act that limit the political activity of employees and HUD regulations governing political activity (24 CFR 570.207), CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.
2. No federally appointed funds shall be used for lobbying purposes regardless of level of government, in accordance with 2 CFR 200.450.
3. HUD rules prohibit the use of CDBG funds for inherently religious activities, as set forth in 24 CFR 570.200(j), except for circumstances specified in the Department of Housing and Urban Development Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving CDBG Disaster Recovery Funds in Response, 78 FR 14329 (March 5, 2013).

4. HUD rules impose drug-free workplace requirements in Subpart B of 2 CFR part 2429, which adopts the government-wide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988.
  5. Citizens will be provided with an appropriate address, phone number, and times during which they may submit complaints regarding activities carried out utilizing these CDBG-DR funds. The State will provide a written response to every citizen complaint within fifteen (15) working days of the complaint.
- B. **PERSONALLY IDENTIFIABLE INFORMATION:** To the extent the Contractor/Consultant receives personally identifiable information, it will comply with the Privacy Act of 1974 and HUD rules and regulations related to the protection of personally identifiable information. The term “personally identifiable information” refers to information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, etc., either alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc. See 2 CFR 200.79 & OMB M-07-16. Contractor/Consultant shall require all persons that have access to personally identifiable information (including subcontractors/subconsultants and their employees) sign a Non-Disclosure Agreement.

C. **FINANCIAL MANAGEMENT AND PROCUREMENT**

1. *To the extent applicable*, Contractor/Consultant shall adhere to the principles and standards governing federal grant distribution as set forth in the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200).
2. Contractor/Consultant shall comply with all *applicable* laws pertaining to financial management, including 2 CFR Part 180 and 24 CFR Part 2424, which prohibit the making of any award or permitting any award (sub grant or contract) at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. To the extent that it uses subcontractors or subconsultants, Contractor must verify that none of them are on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with Executive Orders 12549 and 12689, “Debarment and Suspension,” as set forth at 24 CFR Part 24. No Contractors or Subcontractors that are on the List may receive any CDBG funds.
3. Conflict of interest rules, as set forth in 24 CFR 570.489, 24 CFR 570.611, and 2 CFR 200.112, apply. Contractor/Consultant shall disclose in writing any potential conflict of interest to DPMC and DEP.
4. *To the extent applicable*, Contractor/Consultant shall comply with 24 CFR Part 570 regarding the management and disposition of cash, real and personal property acquired with CDBG-DR funds.
5. *To the extent applicable*, Contractor/Consultant shall comply with 24 CFR 570.489(j) regarding change of use of real property. These standards apply to real property within its control (including activities undertaken by subcontractors/subconsultants). These standards apply from the date CDBG-DR funds are first spent until five years after the close-out of the Program.

D. **RECORDS AND RECORDS RETENTION**

1. The Contractor shall be responsible for maintaining records, in accordance with N.J.A.C. 17:44-2.2(b), 24 CFR 570.506 and 570.502. Records shall be maintained for the longer of:
  - (a) a period of three (3) years from submission of the final expenditure report for the Rebuild by Design Program; and
  - (b) a period of five (5) years from the date of final payment.
2. If any litigation, claim, or audit pertaining to the Contract has been started before the expiration of the five-year record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required five-year period, whichever is later.
3. Contractor/Consultant shall provide the State and HUD, including their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the Contract and the use of CDBG funds.

**E. FEDERAL LABOR STANDARDS:** *To the extent applicable, Contractor/Consultant shall comply with Federal Labor Standards, including:*

1. Section 110 of the Housing and Community Development Act of 1974, 42 U.S.C. §5310, 24 CFR §570.603 and HUD Handbook 1344.1 Federal Labor Standards Requirements in Housing and Urban Development Programs, as revised, which require that all laborers and mechanics (as defined at 29 CFR §5.2) employed by Contractor/Consultant (including its subcontractors/subconsultants) in connection with construction contracts over \$2,000, are paid wages at rates not less than those prevailing on similar construction in the locality as per the Davis-Bacon Act (40 U.S.C. §3141 *et seq.*), as amended; except that these requirements do not apply to the rehabilitation of residential property if such property contains less than 8 units;
2. The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*), requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts of \$100,000 or greater be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week;
3. The Federal Fair Labor Standards Act (29 U.S.C. 201 *et seq.*), requiring that covered nonexempt employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;
4. The Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3) (which apply to contracts and subcontracts for construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by Federal loans or grants and require payment of wages once a week and allows only permissible payroll deductions);
5. Department of Labor regulations in parallel with HUD requirements above:
  - a. 29 CFR part 1: Procedures for Predetermination of Wage Rates
  - b. 29 CFR part 5: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also, Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)

- c. 29 CFR part 6: Rules of Practice for Administrative Proceedings Enforcing Labor Standards In Federal and Federally Assisted Construction Contracts and Federal Service Contracts
- d. 29 CFR part 7: Practice Before the Administrative Review Board With Regard to Federal and Federally Assisted Construction Contracts.

## **F. SECTION 3 REQUIREMENTS**

1. *To the extent applicable*, Contractor/Consultant shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (“Section 3”). Section 3 is intended to encourage recipients of HUD funding to direct new employment, training, and contracting opportunities to the greatest extent feasible to low- and very low-income persons, and to businesses that employ these persons, within their community. Section 3 applies to grantees and subrecipients that receive assistance exceeding \$200,000 in certain types of HUD funding, including CDBG funding, and to contractors and subcontractors that enter into contracts in excess of \$100,000 funded by certain types of HUD funding, including CDBG funds, for any activity that involves housing construction, rehabilitation, and demolition, or other public construction. A guide to Section 3 applicability and compliance requirements is located at HUD’s website, [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/section3/section3](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3), under Frequently Asked Questions (FAQs).
2. **Pursuant to 24 CFR 135.38, the following language shall be included in all contracts and subcontracts:**
  - a. *The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.*
  - b. *The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with 24 CFR part 135.*
  - c. *The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and shall post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.*
  - d. *The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor shall not subcontract with any subcontractor where the contractor has*

*notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.*

- e. The contractor shall certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.*
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.*
- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).*

#### **G. FAIR HOUSING AND NON-DISCRIMINATION**

1. *To the extent applicable, Contractor/Consultant shall comply with the following fair housing and non-discrimination laws. Any act of unlawful discrimination committed by Contractor/Consultant or failure to comply with applicable laws shall be grounds for termination of the Contract.*
  - a. *Title VI of the Civil Rights Act of 1964 and as amended in 1988, 42 U.S.C. §200d et seq., as amended, and the regulations issued pursuant thereto (24 CFR 1), which provide that no person in the United States shall on the grounds or race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which it receives federal financial assistance and shall immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to it this assurance shall obligate it , or in the case of any transfer of such property, and transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.*
  - b. *Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601–3619), which requires administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Title VIII further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.*
  - c. *Title II of the Civil Rights Act of 1968 (25 U.S.C. 1301-1303).*
  - d. *Architectural Barriers Act (ABA) of 1968, 42 U.S.C. 4151 et seq. The ABA requires access to buildings designed, built, altered, or leased by or on behalf of the federal government or with loans or grants, in whole or in part, from the federal government. As used in the ABA, the term “building” does not include privately owned residential structures not leased by the government for subsidized housing programs.*

- e. Title IX of the Education Amendments Act of 1972, 20 U.S.C. 1681 *et seq.*, which prohibits discrimination on the basis of sex in any federally funded education program or activity.
- f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which provides that no otherwise qualified individual shall, solely by reason of his or her handicap be excluded from participation, denied program benefits or subjected to discrimination under any program or activity receiving federal funding assistance.
- g. Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794d, which requires Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities, and applies to all federal agencies when they develop, procure, maintain or use electronic and information technology.
- h. Section 109 of Title I of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973, as amended, and prohibits discrimination based on age as provided under the Age Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR 6.
- i. Section 104(b)(2) of the Housing and Community Development Act of 1974, 42 U.S.C. 5304(b), which requires communities receiving community development block grants to certify that the grantee is in compliance with various specified requirements.
- j. Age Discrimination Act of 1975, 42 U.S.C. 6101 *et seq.*, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.
- k. Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12131 *et seq.*, which prohibits discrimination against people with disabilities by public entities, which includes any state or local government and any of its departments, agencies or other instrumentalities.
- l. Housing for Older Persons Act of 1995 (“HOPA”) (42 U.S.C. 3607), which governs housing developments that qualify as housing for persons age 55 or older
- m. Accessibility requirements contained in Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12181 *et seq.*).
- n. Executive Order 11063: Equal Opportunity in Housing, November 20, 1962, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertains to equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.
- o. Executive Order 11246 (Johnson), September 24, 1965, as amended by Executive Order 11375 (Johnson), October 13, 1967, as amended by Executive Order 13672 (Obama), July 21, 2014, which prohibit discrimination in employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Further contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to insure that equal opportunity is provided in all aspects of their employment, including, but not limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training and apprenticeship.
- p. Executive Order 12086: Consolidation of contract compliance functions for equal employment opportunity, October 5, 1978.
- q. Executive Order 12892: Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing, January 17, 1994.



- r. Executive Order 12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, February 11, 1994.
- s. Executive Order 13166: Improving Access to Services for Persons with Limited English Proficiency (LEP), August 11, 2000; and Federal Register Notice FR-4878-N-02 (available online at <http://www.gpo.gov/fdsys/pkg/FR-2007-01-22/pdf/07-217.pdf>), which require recipients of federal financial assistance to ensure meaningful access to programs and activities by LEP persons. (The State's Language Access Plan (LAP) is available online at <http://www.renewjerseystronger.org/wp-content/uploads/2014/08/NJ-DCA-LAP-Version-1.0-2015.01.14-for-RenewJerseyStronger.pdf>.)
- t. Executive Order 13217: Community-Based Alternatives for Individuals with Disabilities, June 19, 2001.
- u. Executive Order 13330: Human Service Transportation Coordination, February 24, 2004.
- v. Implementing regulations for the above:
  - i. 24 CFR part 1: Nondiscrimination in Federally Assisted Programs of HUD.
  - ii. 24 CFR part 3: Nondiscrimination on the Basis of Sex in Education Programs or Activities receiving Federal Financial Assistance.
  - iii. 24 CFR 5.105: Other Federal Requirements.
  - iv. 24 CFR 6: Nondiscrimination in Programs, Activities Receiving Assistance under Title I of the Housing and Development Act of 1974.
  - v. 24 CFR part 8: Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development.
  - vi. 24 CFR 50.4(l) and 58.5 (j): Environmental Justice.
  - vii. 24 CFR 91.225(a)(1): Affirmatively Furthering Fair Housing.
  - viii. 24 CFR 91.325(a)(1): Affirmatively Furthering Fair Housing.
  - ix. 24 CFR 91.325(b)(5): Compliance with Anti-discrimination laws.
  - x. 24 CFR 91.520: Performance Reports.
  - xi. 24 CFR part 100 - part 125: Fair Housing.
  - xii. 24 CFR part 107: Non-discrimination and Equal Opportunity in Housing under Executive Order 11063 (State Community Development Block Grant Grantees).
  - xiii. 24 CFR part 121: Collection of Data.
  - xiv. 24 CFR part 135: Economic Opportunities for Low- and Very Low-Income Persons.
  - xv. 24 CFR part 146: Non-discrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance.
  - xvi. 24 CFR 570.206(c): Fair Housing Activities.
  - xvii. 24 CFR 570.487(b): Affirmatively Furthering Fair Housing.
  - xviii. 24 CFR 570.487(e): Architectural Barriers Act and Americans with Disabilities Act (State Community Development Block Grant Grantees).
  - xix. 24 CFR 570.490(a)-(b): Recordkeeping requirements.
  - xx. 24 CFR 570.491: Performance Reviews and Audits.
  - xxi. 24 CFR 570.495(b): HCDA Section 109 nondiscrimination.
  - xxii. 24 CFR 570.506(g): Fair Housing and equal opportunity records.
  - xxiii. 24 CFR 570.601: Affirmatively Further Fair Housing.
  - xxiv. 24 CFR 570.608 and Part 35: Lead-Based Paint.
  - xxv. 24 CFR 570.614: Architectural Barriers Act and Americans with Disabilities Act.
  - xxvi. 24 CFR 570.904: Equal Opportunity and Fair Housing Review
  - xxvii. 24 CFR 570.912: Nondiscrimination compliance

## **H. CONTRACTING WITH SMALL AND MINORITY FIRMS AND WOMEN'S BUSINESS ENTERPRISES**

1. Contractor/Consultant shall take necessary affirmative steps to ensure contracting opportunities are provided to small and disadvantaged businesses, minority business enterprises, veteran and women's business enterprises and labor surplus area firms. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business that is at least fifty-one percent (51%) owned and controlled by minority group members or women. For purposes of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Native Americans. Consultant may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.
2. Affirmative steps shall include:
  - a. Placing qualified small and disadvantaged businesses, minority firms, veteran- and women-owned businesses on solicitation lists;
  - b. Ensuring that small and disadvantaged businesses, minority firms, veteran- and women-owned businesses are solicited whenever they are potential sources, for goods and/or services required in furtherance of Sandy recovery programs;
  - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and disadvantaged businesses, minority firms, veteran- and women-owned businesses;
  - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and disadvantaged businesses, minority firms, veteran- and women-owned businesses; and
  - e. Using the service and assistance of the Small Business Administration, and the Minority Business Development Agency of the U.S. Department of Commerce.

## **I. ENVIRONMENTAL REGULATORY COMPLIANCE**

*To the extent applicable*, Contractor/Consultant must comply with HUD regulations found at 24 CFR Parts 50 & 58, implementing the National Environmental Policy Act ("NEPA"), 42 U.S.C. §4321 *et seq.*, and other Federal environmental requirements, including but not limited to:

1. Floodplain management and wetland protection:
  - a. Executive Order 11990, Protection of Wetlands (May 24, 1977) (42 FR 26961), 3 CFR, 1977 Comp., p. 121, as interpreted by HUD regulations at 24 CFR 55, particularly sections 2 and 5 of the order;
  - b. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 CFR part 55, particularly section 2(a) of the order;
2. The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. §§1456(c) and(d));
3. In relation to water quality:
  - a. Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution;
  - b. The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) *et seq.* and U.S.C. §349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial assistance

can be entered into for any project which the U.S. Environmental Protection Agency (“EPA”) determines may contaminate an aquifer which is the sole or principal drinking water source for an area (40 CFR 149); and

- c. The Federal Water Pollution Control Act of 1972, as amended, including the Clean Water Act of 1977, Public Law 92-212 (33 U.S.C. §1251, et seq.) which provides for the restoration and maintenance of the chemical, physical and biological integrity of the nation’s water.
4. Endangered Species Act of 1973 (16 U.S.C. §1531 et seq.), as amended, particularly section 7 (16 U.S.C. §1536);
5. The Fish and Wildlife Coordination Act of 1958, as amended;
6. Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.), particularly sections 7(b) and (c) (16 U.S.C. §1278(b) and (c));
7. Executive Order 11738, section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), and EPA regulations (40 CFR part 15) (applicable to contracts and subcontracts in excess of \$100,000);
8. The Clean Air Act of 1970 (42 U.S.C. § 7401 et seq.) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)), and 40 CFR 6, 51, 93, which prohibits engaging in, supporting in any way, providing financial assistance for, licensing or permitting, or approving any activity which does not conform to State or Federal implementation plans for national primary and secondary ambient air quality standards.
9. The Farmland Protection Policy Act of 1981, 7 U.S.C.A. §4201 et seq., particularly sections 1540(b) and 1541 (7 U.S.C. §4201(b) and §4202), and Farmland Protection Policy, 7 CFR 658, which require recipients of federal assistance to minimize the extent to which their projects contribute to the unnecessary and irreversible commitment of farmland to nonagricultural uses;
10. Noise abatement and control requirements at 24 CFR part 51 subpart B;
11. Explosive and flammable operations requirements at 24 CFR part 51 subpart C;
12. Requirements at 24 CFR 58.5(i) relating to toxic chemicals and radioactive materials;
13. Environmental Justice, Executive Order 12898—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, February 11, 1994 (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

## **J. EQUAL EMPLOYMENT OPPORTUNITY**

1. All federally assisted construction contracts must include the equal opportunity clause provided under 41 CFR §60-1.4(b). Federally assisted construction contracts include any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the federal government. Construction work is defined as “the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.” 41 CFR 60-1.3.

**2. Pursuant to 41 CFR §60-1.4(b), the following language shall be included in all federally assisted construction contracts and subcontracts:**

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

*(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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 setting forth the provisions of this nondiscrimination clause.*

*(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.*

*(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*

*(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*

*(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*

*(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*

*(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of*

*enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.*