

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

**DPMC PROJECT NO.:** P1106-00

**Project Description:** Boundary Surveys for Land Acquisition  
Various Parcels (Area 2)  
Sayreville Borough, Middlesex County, NJ

**Firms:**

LAN Associates, Inc. ....	Dante Guzzi Eng. Assoc.
Malick & Scherer .....	Eng. & Land Planning Assoc.
Johnson, Mirmiran & Thompson, Inc. ....	Banc3, Inc.
Whitman .....	CME Associates
John S. Truhan Engineers, Inc. ....	Crest Engineering Assoc.
Partner Assess. Corp. dba Partner Eng. ....	Omland Eng. Associates
Paulus, Sokolowski & Sartor .....	Edwards Eng. Group
Finelli Eng. Svs. dba Finelli Consulting	

<b>Deadline for Consultant Questions: NO LATER THAN 12:00 NOON, Thursday, December 19, 2013</b>
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<b>Proposal Due Date: NO LATER THAN 2:00 PM, Tuesday, January 14, 2014</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 deadline for consultant questions is no later than 12:00 Noon, Thursday, December 19, 2013. Questions shall be submitted to James McKenna, Assistant Deputy Director, Project Planning & Initiation via email at [james.mckenna@treas.state.nj.us](mailto:james.mckenna@treas.state.nj.us) or fax at (609) 984-1750. Responses to all questions will be forwarded via email to all firms and posted to the DPMC website.

**Please submit an original and four (4) copies of the proposal to:**

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

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

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

*Catherine M. Douglass*

12/12/13

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

\_\_\_\_\_  
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**



## State of New Jersey

CHRIS CHRISTIE  
*Governor*

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

ANDREW P. SIDAMON-ERISTOFF  
*State Treasurer*

KIM GUADAGNO  
*Lt. Governor*

STEVEN SUTKIN  
*Director*

DATE: December 20, 2013

TO: LAN Associates  
Malick & Scherer  
Johnson, Mirmiran & Thompson  
Whitman  
John S. Truhan Engineers  
Partner Assess. Dba Partner Eng.  
Paulus, Sokolowski & Sartor  
Finelli Eng. Svcs. dba Finelli Cons.

Dante Guzzi Engineering Associates  
Engineering & Land Planning Assoc.  
Banc3, Inc.  
CME Associates  
Crest Engineering Associates  
Omland Engineering Associates  
Edward Engineering Group

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

SUBJECT: Addendum "B" dated December 20, 2013  
Project P1106-00  
Boundary Survey for Land Acquisition  
Various Parcels (Area 2)  
Sayreville Borough, NJ – Middlesex 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: Catherine Douglass  
P.O. Box 034  
Trenton, NJ 08625-0034  
Fax #: (609) 777-1970  
Email: [catherine.douglass@treas.state.nj.us](mailto:catherine.douglass@treas.state.nj.us)

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

PROJECT: P1106-00  
BOUNDARY SURVEYS FOR LAND ACQUISITION  
VARIOUS PARCELS (AREA 2)  
SAYREVILLE BOROUGH, MIDDLESEX COUNTY, NJ

DATE: DECEMBER 20, 2013

#### **ADDENDUM "B"**

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

#### **Response to Consultant Question (*Response is in Italics*)**

##### **Question submitted by Finelli Consulting Engineers, Inc.:**

- 1) In the Scope of Work, there appears to be a discrepancy as to when the deliverables are due from the time of award (Paragraph III.A on page 4 versus Paragraph VII.a on page 10).

*Response: Paragraph VII.a is hereby changed to read, in part, "...for each property within 90 days of issuance of the notice to proceed..."*

**THE DUE DATE FOR SUBMITTAL OF TECHNICAL PROPOSALS FOR THIS PROJECT IS  
2:00 p.m. Tuesday, January 14, 2014**

**End of Addendum "B"**



## State of New Jersey

CHRIS CHRISTIE  
*Governor*

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

ANDREW P. SIDAMON-ERISTOFF  
*State Treasurer*  
STEVEN SUTKIN  
*Director*

KIM GUADAGNO  
Lt. Governor

DATE: December 16, 2013

TO: LAN Associates  
Malick & Scherer  
Johnson, Mirmiran & Thompson  
Whitman  
John S. Truhan Engineers  
Partner Assess. dba Partner Eng.  
Paulus, Sokolowski & Sartor  
Finelli Eng. Svcs. dba Finelli Cons.  
Dante Guzzi Engineering Associates  
Engineering & Land Planning Assoc.  
Banc3, Inc.  
CME Associates  
Crest Engineering Associates  
Omland Engineering Associates  
Edward Engineering Group

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

SUBJECT: Addendum "A" dated December 16, 2013  
Project P1106-00  
Boundary Survey for Land Acquisition  
Various Parcels (Area 2)  
Sayreville Borough, NJ – Middlesex 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: Catherine Douglass  
P.O. Box 034  
Trenton, NJ 08625-0034  
Fax #: (609) 777-1970  
Email: [catherine.douglass@treas.state.nj.us](mailto:catherine.douglass@treas.state.nj.us)

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

**PROJECT: P1106-00  
BOUNDARY SURVEYS FOR LAND ACQUISITION  
VARIOUS PARCELS (AREA 2)  
SAYREVILLE BOROUGH, MIDDLESEX COUNTY, NJ**

**DATE: DECEMBER 16, 2013**

**ADDENDUM "A"**

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

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

**THE DUE DATE FOR SUBMITTAL OF TECHNICAL PROPOSALS FOR THIS PROJECT IS  
2:00 p.m. Tuesday, January 14, 2014**

**End of Addendum "A"**

# CONSULTANT PROPOSAL PACKAGE - INSTRUCTIONS

## I. CONTENTS

This Consultant Proposal Package contains the following documents:

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

## II. GENERAL INFORMATION

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

- 1. Technical Proposal (ONE ORIGINAL PLUS 4 COPIES)
- 2. Fee Proposal (ONE ORIGINAL PLUS 4 COPIES)

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

## III. TECHNICAL PROPOSAL

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

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

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

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

### Consultant/Sub-Consultant Prequalification

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

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

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

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

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

(b) **Organization Chart**

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

(c) **Resume**

Include a resume of each key team member.

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

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

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

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

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

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

(f) **Project Approach**

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

(g) **Project Schedule**

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



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

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

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

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

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

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

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

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

**IV. FEE PROPOSAL**

The Fee Proposal package consists of the following:

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

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

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

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

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

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

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

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

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

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

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

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

(d) **Required Insurance Certificates**

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

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

(e) **Revenue Certificate**

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

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

## **V. SUBMISSION**

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

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

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

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

### **Public Law 2005, Chapter 51**

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

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

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

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

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

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

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

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

## **VII. REVISIONS/CHANGES**

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

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

**LEVEL 7**

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

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

**LEVEL 6**

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

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

**LEVEL 5**

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

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

**LEVEL 4**

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

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

**LEVEL 3**

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

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

**LEVEL 2**

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

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

**LEVEL 1**

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

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

## **MAC BRIDE PRINCIPLES COMPLIANCE CERTIFICATION**

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

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

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

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

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

---

Signature of Consultant

Dated:

# **AMERICANS WITH DISABILITIES ACT**

## **State Contract Language**

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

The CONTRACTORS and the STATE do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et, seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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.

**EXHIBIT A**

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

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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



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

# Routine Contract Technical Proposal Evaluation

**PROJECT:** Boundary Surveys for Land Acquisition  
Various Parcels (Area 2), Sayreville Borough

**DPMC NUMBER:** P1106-00

**FIRM:** Partner Assess dba Partner Eng. and Science

**RETURN BY:** 1/22/14, 12 Noon

<b>CRITERIA</b> <i>Provide comments in each criteria area to justify point score</i>	<b>MAX. POINTS</b>	<b>POINTS</b>
<b><i>PROJECT TEAM/ORGANIZATION</i></b>	<b>30</b>	
<b><i>TEAM EXPERIENCE ON SIMILAR PROJECTS</i></b>	<b>30</b>	
<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: 40px; margin: 0 auto;"></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 \_\_\_\_\_ BIDDER \_\_\_\_\_

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

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

List Additional Activities on Separate Sheet

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

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

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

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

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

DATE: January 3, 2014  
PROJECT NO.: P1106-00

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

**THIS PROPOSAL DUE DATE, NO LATER THAN 2:00 PM, FRIDAY, JANUARY 3, 2014**

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

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

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

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

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

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

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

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

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

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

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

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

**ATTACH PROOF OF REQUIRED INSURANCE COVERAGE**

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

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

## KEY TEAM MEMBER PROJECT EXPERIENCE DATA SHEET

NAME \_\_\_\_\_

TITLE

FIRM

[illegible]

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





# **SCOPE OF WORK**

## **Boundary Surveys for Land Acquisition**

Various Parcels (Area 2)  
Sayreville Borough, Middlesex County, N.J.

**PROJECT NO. P1106-00**

## **STATE OF NEW JERSEY**

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

## **DEPARTMENT OF THE TREASURY**

Andrew P. Sidamon-Eristoff, Treasurer



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

Steven Sutkin, Director

**Date: October 10, 2013**

## TABLE OF CONTENTS

SECTION	PAGE
<b>I. OBJECTIVE .....</b>	<b>4</b>
<b>II. CONSULTANT QUALIFICATIONS .....</b>	<b>4</b>
A. SURVEY CONSULTANT & SUB-CONSULTANT PRE-QUALIFICATIONS .....	4
<b>III. PROJECT SCHEDULE .....</b>	<b>4</b>
A. SCHEDULE.....	4
B. CONSULTANT'S PROPOSED SCHEDULE .....	4
<b>IV. PROJECT SITE LOCATION &amp; TEAM MEMBERS.....</b>	<b>5</b>
A. PROJECT SITE ADDRESS .....	5
B. PROJECT TEAM MEMBER DIRECTORY .....	5
1. DPMC Representative: .....	5
2. DEP Representative: .....	5
<b>V. PROJECT DEFINITION .....</b>	<b>5</b>
A. BACKGROUND .....	5
<b>VI. CONSULTANT RESPONSIBILITIES .....</b>	<b>6</b>
A. GENERAL SURVEY REQUIREMENTS .....	6
B. PROJECT SPECIFIC SURVEY REQUIREMENTS.....	6
C. CORNER MARKER (MONUMENT) SETTING .....	8
D. PROJECT COMMENCEMENT .....	8
1. Project Directory: .....	8
2. Site Access:.....	9
3. Scope of Work: .....	9
4. Project Schedule: .....	9
E. MEETINGS & PRESENTATIONS .....	9
<b>VII. LIQUIDATED DAMAGES.....</b>	<b>9</b>
<b>VIII. GENERAL REQUIREMENTS .....</b>	<b>10</b>
A. SCOPE CHANGES .....	10
<b>IX. ALLOWANCES .....</b>	<b>10</b>
A. CORNER MARKER SETTING ALLOWANCE .....	10

PROJECT NAME: Boundary Surveys for Land Acquisition  
PROJECT LOCATION: Sayreville Borough, Middlesex County  
PROJECT NO: P1106-00  
DATE: October 10, 2013

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<b>X.</b>	<b>SUBMITTAL REQUIREMENTS.....</b>	<b>11</b>
A.	CONTRACT DELIVERABLES .....	11
<b>XI.</b>	<b>SOW SIGNATURE APPROVAL SHEET.....</b>	<b>13</b>
<b>XI.</b>	<b>EXHIBITS.....</b>	<b>14</b>

**PROJECT NAME: Boundary Surveys for Land Acquisition**  
**PROJECT LOCATION: Sayreville Borough, Middlesex County**  
**PROJECT NO: P1106-00**  
**DATE: October 10, 2013**

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## **I. OBJECTIVE**

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The objective of this project is to complete a boundary surveys of approximately 57 residential properties (133 lots) located in Sayreville Borough, Middlesex County, New Jersey. Surveys are to be completed in accordance with DEP's Green Acres Program "Scope of Survey and Standard Detail Requirements".

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## **II. CONSULTANT QUALIFICATIONS**

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

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

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## **III. PROJECT SCHEDULE**

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### **A. SCHEDULE**

The survey work shall be completed and delivered within a maximum of 90 days of notice to proceed.

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

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

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

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

PROJECT NAME: Boundary Surveys for Land Acquisition  
PROJECT LOCATION: Sayreville Borough, Middlesex County  
PROJECT NO: P1106-00  
DATE: October 10, 2013

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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.

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

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

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

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

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

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

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

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

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

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## **V. PROJECT DEFINITION**

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### **A. BACKGROUND**

**PROJECT NAME: Boundary Surveys for Land Acquisition**  
**PROJECT LOCATION: Sayreville Borough, Middlesex County**  
**PROJECT NO: P1106-00**  
**DATE: October 10, 2013**

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

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

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

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## **VI. CONSULTANT RESPONSIBILITIES**

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

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

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

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

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

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

- c. Surveyor Consultant shall be notified by the Project Manager once demolition is complete.
4. Improvements well within the boundaries of the premises need only be located and shown on the plan in a general manner. Physical features that are near the boundaries or encroach on the boundaries, such as fences, buildings, concrete, asphalt or similar items that influence title interests and/or boundary line determination shall be accurately located on the plan.

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

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

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

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

1. It is estimated that 120 corner markers will be set under this project.
2. Corner markers are to be set upon completion of demolition of all structures on the property.
3. If the property is vacant at the time of survey, corner markers may be set at that time.
4. If the site is not vacant at the time of survey the Project Manager shall advise the Survey Consultant when the demolition is complete.
  - a. Demolition of structures on each lot shall be completed between three (3) and thirty six (36) months after completion of the survey.
  - b. Corner markers shall be set within 30 days of notice of completion of demolition of each property.
5. Consultant shall estimate the cost to set 120 corner markers over a period of 36 months from completion of the surveys as noted above and enter that amount on their fee proposal line item entitled "**Corner Marker Setting Allowance**", refer to paragraph VIII.A. Payment for corner marker placement shall be made based on the actual number of markers installed at the unit price established in the allowance.

### **D. PROJECT COMMENCEMENT**

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

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

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



**2. Site Access:**

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

**3. Scope of Work:**

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

**4. Project Schedule:**

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

**E. MEETINGS & PRESENTATIONS**

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

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

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

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**VII. LIQUIDATED DAMAGES**

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

**PROJECT NAME:** Boundary Surveys for Land Acquisition  
**PROJECT LOCATION:** Sayreville Borough, Middlesex County  
**PROJECT NO:** P1106-00  
**DATE:** October 10, 2013

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

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

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

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

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## **VIII. GENERAL REQUIREMENTS**

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### **A. SCOPE CHANGES**

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

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## **IX. ALLOWANCES**

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

Consultant shall estimate the cost to set 120 corner markers over a period of 36 months from completion of the survey as noted in paragraph VI.C. and enter that amount on their fee proposal line item entitled "Corner Marker Setting Allowance". Consultant shall attach to their fee proposal a detailed cost breakdown sheet for use by DPMC during the proposal review and potential fee negotiations. The cost breakdown sheet shall include a unit price for placement of a single corner marker. Payment for corner marker placement shall be made based on the actual number of markers installed at the unit price.

**PROJECT NAME:** Boundary Surveys for Land Acquisition  
**PROJECT LOCATION:** Sayreville Borough, Middlesex County  
**PROJECT NO:** P1106-00  
**DATE:** October 10, 2013

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

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## **X. SUBMITTAL REQUIREMENTS**

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### **A. CONTRACT DELIVERABLES**

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

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

- 8.1.1 Division Fax Notification – Required -
- 8.1.2 Property Owner Notification – Required -
- 8.1.3 Police Department Notification – Required -
- 8.1.4 Adjoiner Notification – As Necessary -
- 8.1.5 Misc. Notification (Utility, etc.) – As Necessary

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

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

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

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

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

CD Contains:

- 8.7-1 Descriptions
- 8.7-2 AutoCAD .dwg
- 8.7-3 Full drawing .pdf format
- 8.7-4 Linework .dxf format

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

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

**PROJECT NAME:** Boundary Surveys for Land Acquisition  
**PROJECT LOCATION:** Sayreville Borough, Middlesex County  
**PROJECT NO:** P1106-00  
**DATE:** October 10, 2013

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**8.10 Corner Marker Description Sheets**

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

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

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

PROJECT NAME: Boundary Surveys for Land Acquisition  
PROJECT LOCATION: Sayreville Borough, Middlesex County  
PROJECT NO: P1106-00  
DATE: October 10, 2013

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## XI. SOW SIGNATURE APPROVAL SHEET

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

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

SOW PREPARED BY:

  
JAMES MCKENNA, MANAGER  
DPMC PROJECT PLANNING & INITIATION

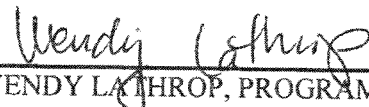
10/10/13  
DATE

SOW APPROVED BY:

  
JOHN FORGIONE, PROJECT MANAGER  
DIV PROPERTY MGT & CONSTRUCTION

10/11/13  
DATE

SOW APPROVED BY:

  
WENDY LATHROP, PROGRAM SPECIALIST  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

10-11-2013  
DATE

SOW APPROVED BY:

  
RICHARD FLODMAND, DEPUTY DIRECTOR  
DIV PROPERTY MGT & CONSTRUCTION

10/11/13  
DATE

**PROJECT NAME:** Boundary Surveys for Land Acquisition  
**PROJECT LOCATION:** Sayreville Borough, Middlesex County  
**PROJECT NO:** P1106-00  
**DATE:** October 10, 2013

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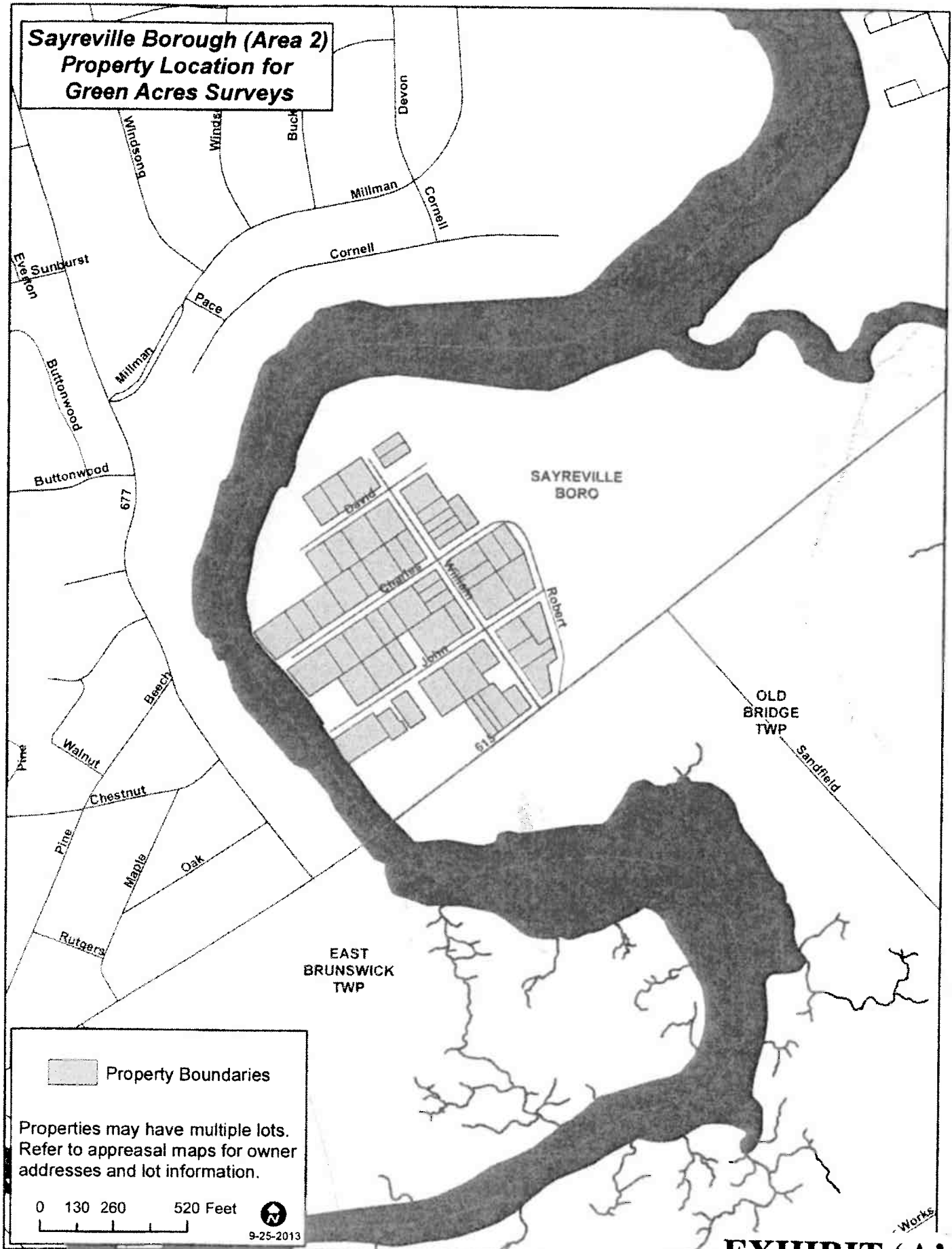
## **XI. EXHIBITS**

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- A. PROJECT SITE MAP "Sayreville Borough (Area 2)"
- B. PROPERTY LIST "Sayreville Borough (Area 2) Property Information" (3 Pages)

**END OF SCOPE OF WORK**

**Sayreville Borough (Area 2)  
Property Location for  
Green Acres Surveys**



**Sayreville Borough (Area 2)**  
**Property Information**

OFFER	OWNER	LOCATION	BLOCK	LOT
1219-0138		10 Charles St	2	68.03
1219-0139		5 Charles St	3	118.05
1219-0140		9 Charles St	3	118.04
1219-0141		23 Charles St	3	100
1219-0141		23 Charles St	3	118.03
1219-0141		23 Charles St	3	101
1219-0142		26 Charles St	2	81
1219-0142		26 Charles St	2	82
1219-0142		26 Charles St	2	83
1219-0142		26 Charles St	2	84
1219-0143		27 Charles St	3	96
1219-0143		27 Charles St	3	97
1219-0143		27 Charles St	3	98
1219-0143		27 Charles St	3	99
1219-0144		30 Charles St	2	79
1219-0144		30 Charles St	2	80
1219-0145		31 Charles St	3	94
1219-0145		31 Charles St	3	95
1219-0146		35 Charles St	3	90
1219-0146		35 Charles St	3	91
1219-0146		35 Charles St	3	92
1219-0146		35 Charles St	3	93
1219-0147		40 Charles St	2	73
1219-0147		40 Charles St	2	74
1219-0147		40 Charles St	2	75
1219-0147		40 Charles St	2	76
1219-0148		45 Charles St	3	88
1219-0148		45 Charles St	3	89
1219-0149		47 Charles St	3	86
1219-0149		47 Charles St	3	87
1219-0150		54 Charles St	7	141.01
1219-0151		55 Charles St	6	148
1219-0151		55 Charles St	6	149
1219-0152		58 Charles St	7	143.01
1219-0153		57 Bordentown Ave	8	1
1219-0154		47 David St	4	118
1219-0154		47 David St	4	119
1219-0154		47 David St	4	120
1219-0154		47 David St	4	121
1219-0155		49 David St	4	122
1219-0155		49 David St	4	123
1219-0155		49 David St	4	124
1219-0156		50 David St	3	106
1219-0156		50 David St	3	107
1219-0156		50 David St	3	108
1219-0156		50 David St	3	109
1219-0157		52 David St	3	110
1219-0157		52 David St	3	111
1219-0157		52 David St	3	112
1219-0158		53 David St	4	125
1219-0158		53 David St	4	126
1219-0158		53 David St	4	127
1219-0159		54 David St	3	113
1219-0159		54 David St	3	114
1219-0159		54 David St	3	115
1219-0160		6 John St	1	7
1219-0161		13 John St	2	64
1219-0161		13 John St	2	65
1219-0161		13 John St	2	66
1219-0161		13 John St	2	67
1219-0162		15 John St	2	62
1219-0162		15 John St	2	63



**Sayreville Borough (Area 2)**  
**Property Information**

OFFER	OWNER	LOCATION	BLOCK	LOT
1219-0163		18 John St	1	47
1219-0163		18 John St	1	48
1219-0163		18 John St	1	49
1219-0163		18 John St.	1	46
1219-0164		22 John St	1	42
1219-0164		22 John St	1	43
1219-0164		22 John St	1	44
1219-0164		22 John St	1	45
1219-0165		26 John St	1	39
1219-0165		26 John St	1	40
1219-0165		26 John St	1	41
1219-0166		33 John St	7	136
1219-0166		33 John St	7	137
1219-0166		33 John St	7	138
1219-0166		33 John St	7	139
1219-0167		18 William St	8	2
1219-0168		20 William St	8	3
1219-0169		28 William St	7	9
1219-0169		28 William St	7	10
1219-0169		28 William St	7	11
1219-0169		28 William St	7	12
1219-0169		28 William St	7	13
1219-0170		29 William St	2	52
1219-0170		29 William St	2	53
1219-0171		40 William St	7	14
1219-0171		40 William St	7	15
1219-0172		41 William St	2	70
1219-0173		42 William St	7	16
1219-0173		42 William St	7	17
1219-0173		42 William St	7	18
1219-0174		45 William St	2	72
1219-0175		52 William St	6	21
1219-0175		52 William St	6	22.01
1219-0176		60 William St	6	25
1219-0176		60 William St	6	26
1219-0177		65 William St	3	102
1219-0177		65 William St	3	104
1219-0177		65 William St	3	103
1219-0177		65 William St	3	105
1219-0178		82 William St	5	36.02
1219-0178		82 William St	5	37
1219-0375		32 John St	8	4
1219-0377		14 John St	1	130.01
1219-0377		14 John St	1	68
1219-0377		14 John St	1	85
1219-0456		80 William St	5	35
1219-0456		80 William St	5	36.01
1219-0460		64 William St	6	27
1219-0460		64 William St	6	28
1219-0460		64 William St	6	29
1219-0460		64 William St	6	30
1219-0486		35 Bordentown Ave	1	3
1219-0487		37 Bordentown Ave.	1	3.01
1219-0488		43 Bordentown Ave.	1	2
1219-0489	Mgt LLC	47 Bordentown Ave.	1	1
1219-0491		18 Charles St	2	68.02
1219-0494		8 John St	1	8
1219-0494		8 John St	1	8.02
1219-0495		9 John St	2	68.01

**Sayreville Borough (Area 2)**  
**Property Information**

OFFER	OWNER	LOCATION	BLOCK	LOT
1219-0496		21 John St	2	54
1219-0496		21 John St	2	55
1219-0496		21 John St	2	56
1219-0496		21 John St	2	57
1219-0496		21 John St	2	58
1219-0496		21 John St	2	59
1219-0497		43 William St	2	71
1219-0498		56 William St	6	22.02
1219-0498		56 William St	6	23
1219-0499		58 William St	6	24
1219-0506		34 Charles St	2	77
1219-0506		34 Charles St	2	78

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

**GENERAL CONDITIONS  
TO THE  
CONSULTANT AGREEMENT**

TABLE OF CONTENTS

1. ANTI-COLLUSION CLAUSE .....	3
2. CONFLICT OF INTEREST .....	3
3. OFFER OF GRATUITIES .....	3
4. CONFLICT OF TERMS .....	3
5. NON-DISCRIMINATION .....	4
6. TIME OF COMPLETION .....	7
7. FEES AND INVOICING .....	7
8. NJ PROMPT PAYMENT ACT .....	8
9. WITHHOLDING PAYMENT FOR NON-DELIVERY OF DELIVERABLES .....	9
10. NO DAMAGE FOR DELAY .....	9
11. CONSULTANT'S CLAIMS FOR DAMAGES .....	9
12. LIMITATIONS OF LIABILITY .....	10
13. DISPUTES .....	10
14. INDEMNIFICATION .....	10
15. TERMINATION FOR CONVENIENCE OF THE OWNER .....	11
16. TERMINATION FOR CAUSE .....	11
17. SUSPENSION .....	11
18. OWNERS RIGHT TO CARRY OUR THE WORK .....	12
19. NEW JERSEY PREVAILING WAGE ACT .....	12
20. PUBLIC ANNOUNCEMENTS .....	13

21. PATENTS .....	13
22. OWNERSHIP OF DOCUMENTS .....	13
23. COPYRIGHTS.....	13
24. RIGHT TO AUDIT.....	13
25. PROCEDURAL REQUIREMENTS AND AMENDMENTS .....	14
26. SECURITY AND STATE REGULATIONS .....	14
27. INSURANCE REQUIREMENTS .....	14
28. SUB-CONSULTANTS .....	15
29. SUB-CONTRACTORS .....	15
30. ASSIGNMENT.....	15
31. COMPLIANCE WITH LAW .....	15
32. SET-OFF FOR STATE TAX.....	16
33. COMPLETE AGREEMENT CLAUSE.....	16
34. SEVERABILITY CLAUSE .....	16
35. HAZARDOUS MATERIALS.....	16
36. THIRD PARTIES .....	16
37. FINAL ACCEPTANCE .....	17

## **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.

## **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

The laws of New Jersey (*N.J.S.A. 10:5-31 et seq.*) provide that no public works Contractor or Consultant can be awarded nor any monies paid until the prospective Contractor/Consultant has agreed to contract performance which complies with the approved Affirmative Action Regulations of the State and includes procurement and service contracts as well as construction contracts. This section was prepared to explain the affirmative action requirements and procedures for public agencies awarding contracts and for Contractors bidding on contracts.

To assure effective application of the affirmative action law while allowing the business operations of government to proceed efficiently, these regulations (see *N.J.A.C. 17:27*) are designed to minimize administrative paperwork and delays.

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

- A. The Consultant or its sub-consultants, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, or affectional or sexual orientation. The Consultant will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, or affectional or sexual orientation. 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 Consultant 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 non-discrimination clause.
- B. The Consultant or its sub-consultants, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex or affectional or sexual orientation.
- C. The Consultant or its sub-consultants, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Public Agency Compliance Officer, advising the labor union under this act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Consultant or its sub-consultants, where applicable, agrees to comply with any and all regulations promulgated by the Treasurer pursuant to *N.J.S.A. 10:5-31 et seq.*, as amended and supplemented from time to time.
- E. When hiring workers in each trade, the Consultant or sub-consultant agrees to attempt in good faith to employ minority and female workers in each trade consistent with the applicable employment goal prescribed by *N.J.S.A. 17:27-7.3*; provided, however, that the Affirmative Action Office may, in its discretion, exempt a Consultant or sub-consultant from compliance with the good faith procedures prescribed by the following provisions (1), (2) and (3), as long as the Affirmative Action Office is satisfied that the Consultant is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by *N.J.A.C. 17:27-7.3* promulgated by the Treasurer pursuant to *N.J.S.A. 10:5-31 et seq.*, as amended and supplemented from time to time. The Consultant or sub-consultant agrees that a good faith effort shall include compliance with the following procedures:

1. If the Consultant or sub-consultant has a referral agreement or arrangement with a union, the Consultant or sub-consultant shall, within three working days of the contract award, seek assurances from the union that it will cooperate or sub-consultant shall, within three working days of the contract or sub-consultant as it fulfills its affirmative action obligations under the contract and in accordance with the regulations promulgated by the Treasurer pursuant to *N.J.S.A. 10:5-31 et seq.*, as supplemented and amended from time to time. If the Consultant or sub-consultant is unable to obtain said assurances from the union at least five working days prior to the commencement of work, the Consultant or sub-consultant agrees directly to attempt to hire minority and female workers consistent with the applicable employment goal. If the Consultant's or sub-consultant's prior experience with a union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal by complying with the following hiring procedures prescribed under (2) below; and the Consultant or sub-consultant further agrees immediately to take said action if it determines or is so notified by the Affirmative Action Office that the union is not referring minority and female workers consistent with the applicable employment goal.
2. If the hiring of a work force consistent with the employment goal has not or cannot be achieved for each individual position by adhering to the procedures of (1) above, or if the Consultant or sub-consultant does not have a referral agreement or arrangement with a union, the Consultant or sub-consultant agrees to take the following actions consistent with the applicable county employment goals:
  - a. To notify the Public Agency Compliance Officer, Affirmative Action Office and at least one approved minority referral organization of its manpower needs, and request referral of minority and female workers;
  - b. To notify any minority and female workers who have been listed with it as awaiting available vacancies.
  - c. Prior to commencement of work, to request the local union, if the Consultant or sub-consultant has a referral agreement or arrangement with a union to refer minority and female workers to fill job openings.
  - d. To leave standing requests for additional referral of minority and female workers with the local union, if the Consultant or sub-consultant has a referral agreement or arrangement with a union the State Training and Employment Service and other approved referral sources in the area, until such time as the work force is consistent with the employment goal.
  - e. If it is necessary to lay off some of the workers in a given trade to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the Consultant in the area on which its work force composition is not consistent with an employment goal established pursuant to *N.J.A.C. 17:27*.
  - f. To adhere to the following procedure when minority and female workers apply or are referred to the Consultant or sub-consultant:

(1) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the Consultant or sub-consultant shall determine the qualifications of such individuals, and if the Consultant's or sub-consultant's work force is not consistent with the applicable employment goal, it shall employ such persons



which satisfy appropriate qualification standards provided, however, that Consultant or sub-consultant shall determine that the individual at least possesses the skills and experience recognized by any worker's skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union apprentice program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided further that, if necessary, the Consultant or sub-consultant shall hire minority and female workers who qualify as trainees pursuant to these regulations. All of the requirements of this paragraph, however, are limited by the provisions of paragraph (3) below.

(2) If the Consultant's or sub-consultant's work force is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration in the event the Consultant's or sub-consultant's work force is no longer consistent with the applicable employment goal.

(3) If, for any reason, said Consultant or sub-consultant determines that a minority individual or a female is not qualified or if the individual is an advanced trainee or apprentice, the Consultant or sub-consultant shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the Public Agency Compliance Officer and to the Affirmative Action Office.

- g. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract and on forms made available by the Affirmative Action Office which shall be submitted promptly to that office upon request.
- 3. The Consultant or sub-consultant agrees that nothing contained in the preceding provision (2) shall preclude the Consultant or sub-consultant from complying with the hiring hall or apprenticeship provisions in any applicable bargaining agreement or 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 or admission, pursuant to such agreement or arrangement; provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and females consistent with the county employment goal, the Consultant or sub-consultant shall consider for employment persons referred pursuant to said provision (2) without regard to such agreement or arrangement; provided further, however, that the Consultant or sub-consultant shall not be required to employ minority and female advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total work force 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. Also, the Consultant or sub-consultant agrees that in implementing the procedures of the preceding provision (2), it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.
- 4. The Consultant and its sub-consultants agree to complete an initial Project Manning Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than three working days after signing a contract; and to submit a completed copy of a Monthly Project Staffing Report to the Affirmative Action Office and to the public agency compliance officer once a month (by the seventh work day of each month) thereafter for the duration of the contract. The Consultant agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary for on-the-job programs for outreach and training of minority and female trainees employed on the construction project.



5. The Consultant and its sub-consultants shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to *N.J.A.C. 17:27-10.1 et seq.*

Provisions (e) and (f) are not required for sub-consultants with four or fewer employees in the company or a sub-consultant which has presented evidence of a federally approved or sanctioned affirmative action program.

## **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 deficient upon delivery, the Owner may withhold from each invoice an amount (in equivalent to the value of the technical data, or any part thereof deficiently delivered).
- 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. NO DAMAGE FOR 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.

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. This limitation of liability shall not be applicable to any claims by the Consultant against the Owner for contribution or indemnity arising from any negligence of other claims instituted by third parties which seek any such special, consequential, incidental or penal damages against the Consultant.

## **13. DISPUTES**

The Owner shall be, in the first instance, the interpreter of the requirements of this AGREEMENT and the impartial judge of the Consultant's performance hereunder. Disputes between the parties will be resolved through established administrative policies and procedures. The first step in this process is to request, in writing, a Contracting Officer's Conference. The Contracting Officer may appoint a duly authorized representative to act on his behalf. If the decision rendered by the Contracting Officer as a result of the conference is not accepted by the parties concerned, the next step that may be taken is to litigate the matter in the Superior Court of New Jersey.

The parties shall attempt to resolve disputes through the Owners established administrative policies and procedures. However, neither of the parties shall be required to exhaust any administrative remedies before or filing an action in the Superior Court of New Jersey.

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.

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 will indemnify and hold harmless the Owner, its employees, representatives, and agents from and against any and all losses, suites, 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 sole 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 Industry 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 P.L. 1995, c 159, 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 taxpayer, 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.