

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

**DPMC PROJECT NO.:** P1117-00  
**Project Description:** Boundary Surveys for Land Acquisition  
Various Parcels  
Woodbridge Township, Middlesex County, NJ

**Firms:** Schaeffer Nassar Scheidegg Consult. Eng.  
Michael J. Hubschman, PC dba Hubschman E  
Taylor Wiseman & Taylor  
Pennell Land Surveying, Inc.  
Harris Surveying, Inc.  
Omland Engineering Associates, Inc.  
The RBA Group  
Cityscape Engineering & Surveying  
Van Cleef Engineering Associates  
Control Point Associates, Inc.

CENTRAL FILE	Project #	P1117-00
	Doc Index	200
	Contract #	
	Doc Date	12/8/14

**Deadline for Consultant Questions: NO LATER THAN 12:00 NOON, MONDAY, DECEMBER 15, 2014**

**Proposal Due Date: NO LATER THAN 2:00 PM, TUESDAY, JANUARY 13, 2015**

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, Monday, December 15, 2014. Questions shall be submitted to Walter Fernandez via email at [walter.fernandez@treas.nj.gov](mailto:walter.fernandez@treas.nj.gov). Responses to all questions will be forwarded via email to all firms.

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

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

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

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

*Catherine M. Douglass*

*12/8/14*

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

\_\_\_\_\_  
Date

c: R. Ferrara  
Consultant Selection Committee Members

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The RBA Group  
Cityscape Engineering & Surveying  
Van Cleef Engineering Associates  
Control Point Associates, Inc.

**Second Selection December 11, 2014**

Waypoint t/a Lippincott & Jacobs  
Dante Guzzi Engineering Associates  
Johnson, Mirmiran & Thompson  
Van Note-Harvey Associates  
CME Associates  
Crest Engineering Associates  
WJH Engineering  
GTS Consultants  
Robert D. Gilmore & Associates

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*Catherine M. Douglass*

Consultant Selection Coordinator

12/8/14

Date

c: R. Ferrara  
Consultant Selection Committee Members

# **CONSULTANT PROPOSAL PACKAGE**



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

## CONSULTANT PROPOSAL PACKAGE - INSTRUCTIONS

### I. CONTENTS

This Consultant Proposal Package contains the following documents:

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

### II. GENERAL INFORMATION

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

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

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

### III. TECHNICAL PROPOSAL

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

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

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

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

#### Consultant/Sub-Consultant Prequalification

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

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

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

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

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

(b) **Organization Chart**

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

(c) **Resume**

Include a resume of each key team member.

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

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

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

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

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

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

(f) **Project Approach**

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

(g) **Project Schedule**

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

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

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

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

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

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

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

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

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

**IV. FEE PROPOSAL**

The Fee Proposal package consists of the following:

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

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

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

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

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

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

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

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

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

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

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

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

(d) **Required Insurance Certificates**

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

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

(e) **Revenue Certificate**

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



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

## V. SUBMISSION

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

## VI. EVALUATION, NEGOTIATION AND AWARD

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

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

### Public Law 2005, Chapter 51

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

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

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

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

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

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

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

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

**VII. REVISIONS/CHANGES**

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

# KEY TEAM MEMBER PROJECT EXPERIENCE DATA SHEET

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

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

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

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

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

**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

## Routine Contract Technical Proposal Evaluation

**PROJECT:** Boundary Surveys for Land Acquisition  
Various Parcels, Woodbridge Township, Middlesex County

**DPMC NUMBER:** P1117-00

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

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

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

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

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
DATE

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

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

DATE: January 13, 2015  
PROJECT NO.: P1117-00

*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, TUESDAY, JANUARY 13, 2015**

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

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

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

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

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

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

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

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

**ATTACH PROOF OF REQUIRED INSURANCE COVERAGE**

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

**CONSULTANT TASK/LABOR/FEE SHEET**

A/E:

Project # P1117-00

Project Name: Boundary Surveys for Land Acquisition, Various Parcels

Project Location: Woodbridge Township, Middlesex County, NJ

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



# SUB-CONSULTANT TASK/LABOR/FEE SHEET

A/E:

Project # P1117-00

Project Name: Boundary Surveys for Land Acquisition

Project Location: Various Parcels, Woodbridge Township

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

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

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

## MAC BRIDE PRINCIPLES COMPLIANCE CERTIFICATION

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

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

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

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

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

\_\_\_\_\_  
Signature of Consultant

Dated:

## AMERICANS WITH DISABILITIES ACT

### State Contract Language

#### Equal Opportunity for Individuals with Disabilities

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

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

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

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

**EXHIBIT A**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# **SCOPE OF WORK**

## **Boundary Survey for Land Acquisition**

Various Parcels  
Woodbridge Township, Middlesex County, N.J.

**PROJECT NO. P1117-00**

### **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: 11-7-14**

**Addendum "A"**  
**Project P1117-00**  
**Boundary Survey for Land Acquisition**  
**Various Parcels, Woodbridge Township, Middlesex County**  
**December 19, 2014**

**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.**

**Reminder: Proposals are due no later than 2:00 p.m., January 13, 2015**

**Responses to Consultants' Questions**

**CityScape Engineering & Surveying, PC**

1. For corner marking will the "Three Monument Minimum" as recited in Section 5A-1.6 of the Green Acres Survey Standards be required for this project? The corner markers to be set and the locations of monuments vs. capped pins will be determined after demolition and determination of which parcel owners actually accept offers to participate. For purposes of the bid, assume one-half (129) will be monuments and one-half will be capped pins.
2. Is it the intent of the corner marking provision in the Scope of Work that all 258 of the estimated corners be concrete monuments? Please see response to Question #1 above.
3. Of the estimated 258 corner markers to be set as recited in the Scope of Work, is there an estimate of how many are estimated to be concrete monuments? Please see response to Question #1 above.

**Control Point Associates**

1. Will title reports be supplied for all parcels be surveyed? Title reports for all parcels will be provided to the successful bidder at the kickoff meeting after the bid is awarded.
2. Do all 258 corner markers have to be concrete monuments or can rebars with bronze or aluminum disks be used? See response to Question #1 submitted by CityScape Engineering & Surveying.
3. When is the anticipated start date of the project? The project start date is expected to be approximately 10 days from the date of the award to the successful consultant.

**Taylor Wiseman & Taylor**

1. At what point in the process of work will the individual title reports be provided? See response to Question #1 submitted by Control Point Associates.
2. The Project Composite Map will show and tabulate all of the set markers. Will the existing markers that were found to be on the corners also be shown and tabulated on this map? Existing corner markers, if within a 1.5' radius of the true corner, will be

considered as marked, unless it is a point of beginning. All corners marked will be included on the tabulation.

3. As far as the delivery schedule is concerned, how will severe inclement weather and frozen ground (which can affect the existing corner marker search and corner setting) be handled? Inclement weather will be considered in coordination with the successful consultant and the delivery schedule may be adjusted at the discretion of the DPMC/DEP project managers.
4. Is there a plan size requirement for the individual surveys other than the Green Acres specification of either 24" x 36" or 30" x 42"? That is; can the plan size be smaller for these residential surveys? A minimum of 11"x17" survey plat is acceptable as long as clarity is not compromised.

### **Van Note-Harvey Associates**

1. Are all 99 properties currently under contract to be purchased by the State or are any of them still under negotiations. If yes, how many? Will the list of lots to be surveyed change based on the ongoing negotiations? All lots included in the RFP are to be surveyed. The negotiations are ongoing with the owners and it is not possible at this time to determine which owners ultimately opt to participate.
2. Will this project be awarded to one firm or multiple firms? If multiple how many potential firms? One surveying consultant will be awarded the entire project.
3. Will title reports be provided for the lots to be surveyed? See response to Question #1 submitted by Control Point Associates.
4. When do you anticipate awarding the project? Project award to the successful consultant is anticipated to be early February.
5. Does the potential for extended period/s of "snow cover" allow for extending the project timeframe? Please see response to Question #3 submitted by Taylor Wiseman & Taylor.
6. A Current Working Estimate "CWE" of \$90,000 is noted in the Advertisement. Is this the approximate fee the State is anticipating paying for the surveys of all 99 lots as currently listed to be prepared to Green Acres Standards? Does this include the setting of corner markers? The CWE is only an approximation used by DPMC/NJDEP to allocate initial funding for the project. The survey consultants should prepare their fee schedule independent of the CWE.
7. Why was this request sent to additional firms known as the Second Selection or what is the purpose of the added "second selection" list of firms? Please confirm the first list is eligible to submit or has already submitted a proposal for this project. In accordance with DPMC policy, a lack of response from the firms included in the initial random selection requires that a second selection be conducted. The due date for submitting a proposal for this project is January 13, 2014 for all firms selected.
8. Have any of the firms listed already performed Blue Acres Surveys and have those surveys been accepted by the state? This question is not relative to the project scope of work.
9. Are joint ventures / teaming partnerships allowed assuming they are on the approved list of firms? Joint ventures/teaming partnerships are allowed. All joint ventures must be separately pre-qualified with the DPMC in Land Surveying.

## **Harris Survey**

- 1 Due to the length of the project and the required preliminaries due, will partial invoicing be accepted? Yes, partial invoicing is accepted and approved based upon the survey consultant providing evidence of work in progress and preliminary surveys for review.

**End of Addendum "A"**

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**PROJECT NAME: Boundary Survey for Land Acquisition**  
**PROJECT LOCATION: Woodbridge Township, Middlesex County**  
**PROJECT NO: P1117-00**  
**DATE: 11-7-14**

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**PROJECT NAME:** Boundary Survey for Land Acquisition  
**PROJECT LOCATION:** Woodbridge Township, Middlesex County  
**PROJECT NO:** P1117-00  
**DATE:** 11-7-14

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## **I. OBJECTIVE**

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The objective of this project is to complete a boundary survey of 98 residential properties (99 lots) located in Woodbridge Township, 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 120 calendar days of notice to proceed.

Corner markers (monuments) shall be set within 30 calendar days of notice of completion of demolition of each property or each contiguous group of properties. 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.

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**PROJECT NAME:** Boundary Survey for Land Acquisition  
**PROJECT LOCATION:** Woodbridge Township, Middlesex County  
**PROJECT NO:** P1117-00  
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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 Woodbridge Township and are shown in Exhibit 'A' (11<sup>3</sup> pages).

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

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

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

**Name:** Walter Fernandez, Assistant Deputy Director  
**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:** [walter.fernandez@treas.state.nj.us](mailto:walter.fernandez@treas.state.nj.us)

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

**Name:** Mark Ashton, Program Specialist  
**Address:** DEP Green Acres Program  
Mail Code 501-01 P.O. Box 420  
Trenton, NJ 08625-0420  
**Phone No:** 609-984-0496  
**E-Mail:** [mark.ashton@dep.state.nj.us](mailto:mark.ashton@dep.state.nj.us)

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#### **V. PROJECT DEFINITION**

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##### **A. BACKGROUND**

The Blue Acres program, administered by the NJ Department of Environmental Protection, was created to acquire lands in coastal areas that have been damaged by storms, that may be prone to

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**PROJECT NAME:** Boundary Survey for Land Acquisition  
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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. PROJECT CORRESPONDENCE**

Survey Consultant shall copy the DEP Representative identified in Paragraph IV.B. on all project correspondence mailed/distributed/transmitted to the DPMC Representative. Correspondence shall be mailed/distributed/transmitted to both representatives concurrently.

### **B. 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.

Note that Survey Consultants are required to comply with Paragraph "5.2 Notification of Parties and Surveyors Right of Entry".

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)

Note that the State shall provide copies of the Title Reports for all properties identified in this Scope of Work to the Survey Consultant awarded this contract.

### **C. PRELIMINARY DELIVERABLE REVIEW**

The Survey Consultant shall submit a preliminary set of deliverables for at least one surveyed property for review and comment prior to preparing and submitting all deliverables for all properties. This will reduce the number of revisions and corrections necessary throughout the project.

**D. 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. If the site is vacant at the time of survey, corner markers may set be set at that time.
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."
4. 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.
5. 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. The Surveyor Consultant shall notify the Project Team of encroachments as they are discovered (rather than waiting for completion of final plans), identifying the property affected, type of encroachment, and general location so that Blue Acres negotiators can address these matters with the property owners. An email notice with preliminary plan showing the encroachment(s) serve as appropriate notification.

Preliminary review of one property survey is required when the Surveyor Consultant begins plan preparation, so that format and content can be reviewed and comments returned prior to completion of the entire survey package. This will assist the Surveyor Consultant in minimizing corrections and revisions to documents submitted for final review.

Final 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."

6. 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."

7. Adjoining parcels under common ownership (by the N/F owner) can be surveyed, monuments placed, and described as a single unit. Do not set markers that will be interior to ultimate NJDEP ownership.
8. 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". The Blue Acres Project Map shall be a scaled mosaic or drawing of tax map lots (not strictly a copy from a tax map) identifying all of the lots comprising this project by N/F owner's name, Owner ID (or File) #, tax block and lot number, municipality, county and street address. The composite map will also serve as the record map showing monuments and corner markers set. Upon completion of demolition the DEP representative will determine the lots actually acquired and mark a plan for the Survey Consultant showing the proposed corner markers to be set based on final participating lot configurations. After corner markers are set the composite map will be updated by the Survey Consultant to show locations of markers set and will include a table of corner markers with the identifying number, type of marker set, and NJSPCS ground coordinates of each point. The surveyor will add certification language that the monuments were set and sign and seal the drawing.
  - b. Provide a full-sized PDF of this signed Project Map in each CD deliverable as well as full-sized PDF's of each individual signed 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.

#### **E. 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 258 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, or as directed by the Project Manager.

3. The Project Manager shall advise the Survey Consultant when the demolition is complete and ready for corner markers to be set.
  - a. Demolition of structures on each lot may be completed between three (3) and thirty six (36) months after completion of the survey.
  - b. Corner markers shall be set within 30 calendar days of notification by the Project Manager.
5. Consultant shall estimate the cost to set 258 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.

#### **F. 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.

## G. 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

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

- a. for failure to deliver the survey for each property within 120 calendar 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 calendar 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.

## 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.

## IX. ALLOWANCES

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### A. CORNER MARKER SETTING ALLOWANCE

Consultant shall estimate the cost to set 258 corner markers over a period of 36 months from completion of the survey as noted in paragraph VI.C. and enter that amount on their fee proposal line item entitled "Corner Marker Setting Allowance". Consultant shall attach to their fee proposal a detailed cost breakdown sheet for use by DPMC during the proposal review and potential fee negotiations. The cost breakdown sheet shall include a unit price for placement of a single corner marker. Payment for corner marker placement shall be made based on the actual number of markers installed at the unit price.

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

## X. SUBMITTAL REQUIREMENTS

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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 Parcel Closure - Precision/Radial Error/Area (individual site or lot closure for each acquisition site)**

**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 size, signed and sealed, drawing in “.pdf” format

8.7-4 Linework (each acquisition site) .dxf format

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

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

**8.10 Corner Marker Description Sheets**

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

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

**4. Property Photographs**

- Paper copy
- Digital copy on each property CD

**PROJECT NAME: Boundary Survey for Land Acquisition**  
**PROJECT LOCATION: Woodbridge Township, Middlesex County**  
**PROJECT NO: P1117-00**  
**DATE: 11-7-14**

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8. Project Composite Location Plan
  - Paper copy, signed and sealed, for each property
  - Signed and sealed “.pdf” copy on each CD deliverable



PROJECT NAME: Boundary Survey for Land Acquisition  
PROJECT LOCATION: Woodbridge Township, Middlesex County  
PROJECT NO: P1117-00  
DATE: 11-7-14

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## XI. SOW SIGNATURE APPROVAL SHEET

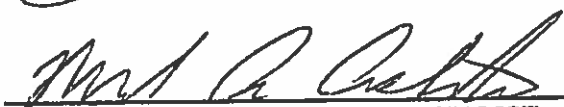
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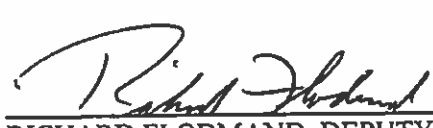
This Scope of Work shall not be considered a valid document unless all signatures appear in each designated area below.

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:  11/17/14  
DATE  
JAMES MCKENNA, MANAGER  
DPMC PROJECT PLANNING & INITIATION

SOW APPROVED BY:  11-18-14  
DATE  
WALTER FERNANDEZ, ASST. DEPUTY DURECTOR  
DIV PROPERTY MGT & CONSTRUCTION

SOW APPROVED BY:  11-7-14  
DATE  
MARK ASHTON, PROGRAM SPECIALIST  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

SOW APPROVED BY:  11/19/14  
DATE  
RICHARD FLODMAND, DEPUTY DIRECTOR  
DIV PROPERTY MGT & CONSTRUCTION

**PROJECT NAME: Boundary Survey for Land Acquisition**  
**PROJECT LOCATION: Woodbridge Township, Middlesex County**  
**PROJECT NO: P1117-00**  
**DATE: 11-7-14**

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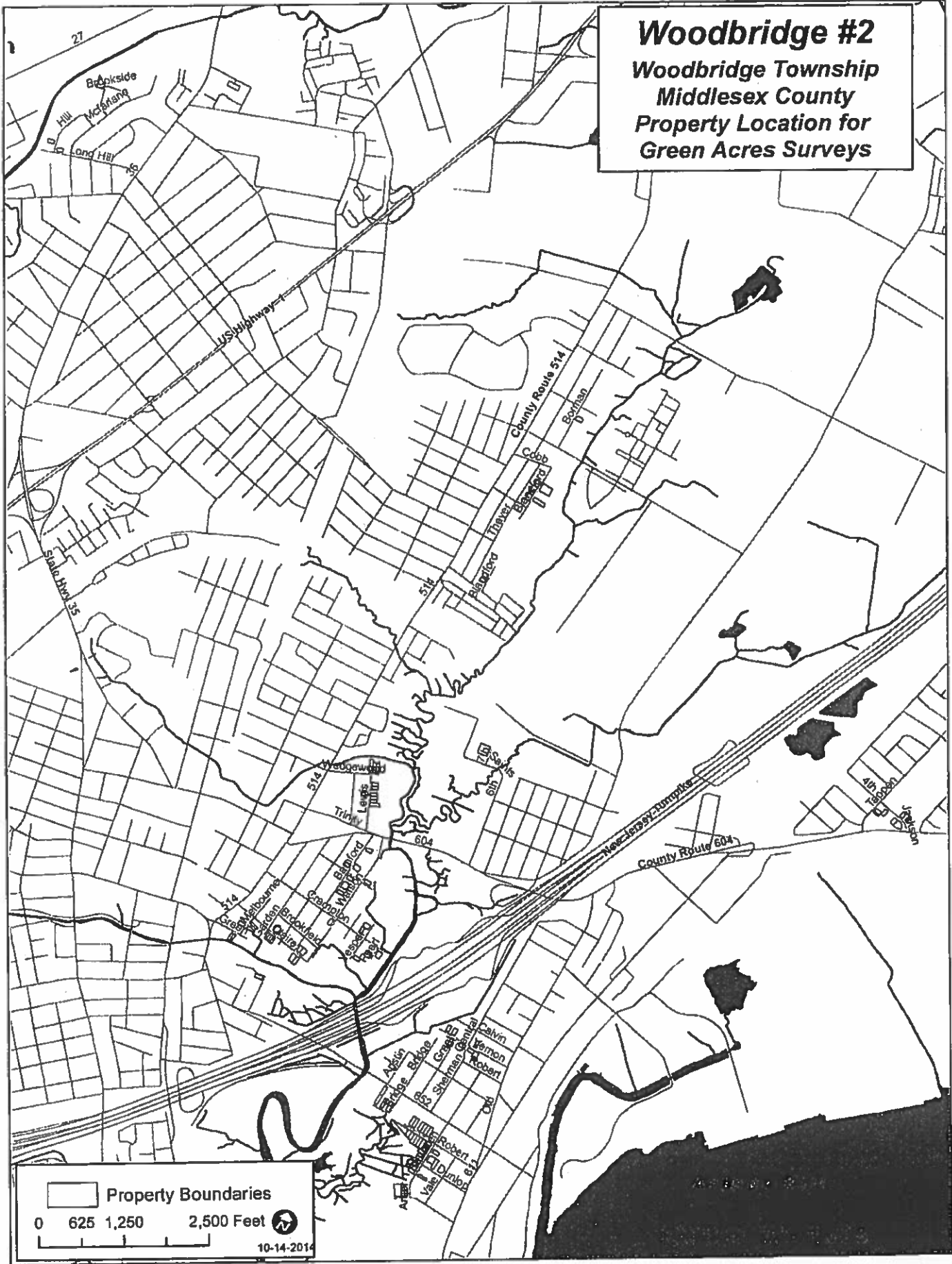
## **XII EXHIBITS**

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- A. Woodbridge #2 Property Location Map and Property Information, (3 pages)

**END OF SCOPE OF WORK**

**Woodbridge #2**  
**Woodbridge Township**  
**Middlesex County**  
**Property Location for**  
**Green Acres Surveys**



Property Boundaries  
 0 625 1,250 2,500 Feet   
  
 10-14-2014

**Woodbridge Township  
Property Information**

OFFER	LOCATION	BLOCK	LOT	PAMS_PIN
1225-0081	168 North Hill Rd	419.04	23	1225_419.04_23
1225-0171	17 Brookside Ct	419.05	10	1225_419.05_10
1225-0082	177 North Hill Rd	419.05	36	1225_419.05_36
1225-0065	127 Harriot St	551.03	105.01	1225_551.03_105.01
1225-0014	605 Bamford Ave	563.02	479	1225_563.02_479
1225-0010	481 Bamford Ave	563.03	486	1225_563.03_486
1225-0015	634 Bamford Ave	563.03	499	1225_563.03_499
1225-0189	604 Watson Ave	563.04	531	1225_563.04_531
1225-0013	Von Vetchen Ave	563.08	625	1225_563.08_625
1225-0012	584 Bamford Ave	563.08	629	1225_563.08_629
1225-0011	572 Bamford Ave	563.08	635	1225_563.08_635
1225-0050.1	121 Crampton Ave	563.10	342	1225_563.10_342
1225-0188	559 Vesper Ave	563.10	722	1225_563.10_722
1225-0191	84 Crampton Ave	563.15	106	1225_563.15_106
1225-0187	526 Vesper Avenue	563.18	201	1225_563.18_201
1225-0185	535 Pearl Ave.	563.18	217	1225_563.18_217
1225-0175	152 Crampton Ave.	563.19	280	1225_563.19_280
1225-0024	51 Claire Ave	563.30	3	1225_563.30_3
1225-0029	79 Claire Ave	563.32	1	1225_563.32_1
1225-0033	91 Claire Ave	563.32	3	1225_563.32_3
1225-0025	52 Claire Ave	563.37	1	1225_563.37_1
1225-0026	54 Clair Ave	563.37	2	1225_563.37_2
1225-0027	56 Claire Ave	563.37	4	1225_563.37_4
1225-0028	58 Claire Ave	563.37	5	1225_563.37_5
1225-0030	82 Claire Ave	563.39	1	1225_563.39_1
1225-0031	84 Claire Ave	563.39	3	1225_563.39_3
1225-0079	14 Melbourne Ct	563.44	58	1225_563.44_58
1225-0080	18 Melbourne Ct	563.44	61.02	1225_563.44_61.02
1225-0078	11 Melbourne CT	563.45	44.01	1225_563.45_44.01
1225-0176	21 E Green St	563.46	13.02	1225_563.46_13.02
1225-0081	23 E Green St	563.46	15	1225_563.46_15
1225-0074	671 Lewis St	589	16	1225_589_16
1225-0071	664 Lewis St	590	26	1225_590_26
1225-0072	666 Lewis St	590	27	1225_590_27
1225-0073	668 Lewis St	590	28	1225_590_28
1225-0075	672 Lewis St	590	29	1225_590_29
1225-0076	680 Lewis St	590	31	1225_590_31
1225-0077	684 Lewis St	590	32.02	1225_590_32.02
1225-0169	12 Wedgewood Ave	592	12	1225_592_12
1225-0168	10 Wedgewood Ave	592	13	1225_592_13
1225-0167	2 Wedgewood Ave	592	14	1225_592_14
1225-0006	131 7th Ave	611	6	1225_611_6
1225-0181	45 VERNON ST	694	18	1225_694_18
1225-0113	81 Vernon St	695	1	1225_695_1
1225-0111	73 Vernon St	695	3.01	1225_695_3.01
1225-0112	76 Vernon St	697	1191	1225_697_1191
1225-0023	13 Central Ave	698	1161	1225_698_1161
1225-0110	42 Vernon St	698	1163	1225_698_1163

**Woodbridge Township  
Property Information**

OFFER	LOCATION	BLOCK	LOT	PAMS_PIN
1225-0022	12 Central Ave	702	2	1225_702_2
1225-0009	20 Austin St	709	327	1225_709_327
1225-0094	89 S Robert St	715	206	1225_715_206
1225-0093	87 Robert St	715	208	1225_715_208
1225-0090	79 S Robert St	715	211.011	1225_715_211.011
1225-0088	75 S Robert St	715	211.012	1225_715_211.012
1225-0086	69 S Robert ST	715	211.021	1225_715_211.021
1225-0084	65 S Robert St	715	211.022	1225_715_211.022
1225-0098	139 S Robert St	716	182	1225_716_182
1225-0183	180 Woodbridge Ave	716	186	1225_716_186
1225-0097	133 S Robert St	716	189.013	1225_716_189.013
1225-0096	123 S Robert St	716	190	1225_716_190
1225-0104	58 Sew aren Ave	717	100	1225_717_100
1225-0106	62 Sew aren Ave	717	102	1225_717_102
1225-0095	92 S Robert St, Sew aren, N	717	104	1225_717_104
1225-0179	88 S Robert St	717	108.02	1225_717_108.02
1225-0092	84 S Robert St	717	111	1225_717_111
1225-0091	80 S Robert ST	717	113	1225_717_113
1225-0089	76 S Robert St	717	115	1225_717_115
1225-0087	72 S Robert ST	717	117	1225_717_117
1225-0085	68 S Robert St, Sew aren , N	717	119	1225_717_119
1225-0186	66 SEWAREN AVE	717	121	1225_717_121
1225-0107	70 Sew aren Ave	717	123	1225_717_123
1225-0180	72 Sew aren & So Robert St	717	125	1225_717_125
1225-0103	54 Sew aren Ave	717	98	1225_717_98
1225-0105	61 Sew aren Ave	718.01	130	1225_718.01_130
1225-0080	43 Dunlop Dr	718.01	134	1225_718.01_134
1225-0108	71 Sew aren Ave	718.01	146	1225_718.01_146
1225-0190	55 ARBOR ST	720.02	1	1225_720.02_1
1225-0007	59 Arbor St	720.02	3	1225_720.02_3
1225-0008	65 Arbor St	720.02	4	1225_720.02_4
1225-0099	15 Sew aren Ave	721	13	1225_721_13
1225-0102	48 Sew aren Ave	722.02	2	1225_722.02_2
1225-0101	40 Sew aren Ave	722.02	3.01	1225_722.02_3.01
1225-0100	36 Sew aren Ave	722.02	3.02	1225_722.02_3.02
1225-0021	60 Borman Ave	962.01	1489	1225_962.01_1489
1225-0173	1057 Blandford Ave	986	318	1225_986_318
1225-0020	1063 Blandford Ave	986	323	1225_986_323
1225-0174	1069 Blandford Ave	986	326	1225_986_326
1225-0019	1054 Blandford Ave, Avenel	987	210	1225_987_210
1225-0016	106 Blandford Ave, Avenel,	987	216	1225_987_216
1225-0017	959 Blandford Ave	1009	275	1225_1009_275
1225-0018	963 Blandford Ave	1009	277	1225_1009_277
1225-0004	87 4th St	1068	14	1225_1068_14
1225-0002	79 4th St	1068	17	1225_1068_17
1225-0177	89 4th St	1068	13	1225_1068_13
1225-0064	34 Tappen St	1074	32	1225_1074_32
1225-0003	82 4th St	1074	38	1225_1074_38
1225-0005	88 4th St	1074	39	1225_1074_39
1225-0001	66 4th St	1074	36.01	1225_1074_36.01
1225-0064	34 Tappen St	1074	33	1225_1074_33

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

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

**TABLE OF CONTENTS**

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

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

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

and the Consultant, as noted in the Notice of Award for Project: P1117-00  
Boundary Survey for Land Acquisition  
Various Parcels  
Woodbridge, NJ – Middlesex County

The Owner and the Consultant agree as set forth below:

**A. CONSULTANT'S RESPONSIBILITIES**

**A.1 GENERAL**

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

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

## **A.2 DESIGN PHASE**

- A.2.1 All documents including drawings and specifications, any changes, revisions or amplifications thereof, as well as all construction cost estimates, shall be subject to the written approval of the Owner before the documents are accepted. The approval of drawings by the Owner is not to be construed as authority to violate, cancel or set aside any provisions of applicable codes.
- A.2.2 Construction documents must comply with the latest adopted edition of the Uniform Construction Code in effect at the time of approval by the Owner at the FINAL REVIEW phase as defined in the scope of work.
- A.2.3 Unless otherwise provided in the AGREEMENT documents, the Consultant will be requested to secure and be reimbursed for payment of all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work and which are legally required at the time of receipt of bids.
- A.2.4 In the event that the construction bids received are in excess of 5% of the approved Consultant's final estimate for construction of the project, and changes to drawings and/or specifications are required to meet such approved estimate, the Consultant shall redesign and/or set up sufficient approved alternate designs, plans and specifications for the project work, to secure a bid that will come within the allocation specified by the Owner without impacting the programmatic requirements of the project. Such redesign work and changes to plans, including reproduction costs for submission in order to obtain final approval and permits, shall be undertaken by the Consultant at no additional cost to the Owner.

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

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



A.3.3 At all times the Consultant shall have access to the work to determine if it is proceeding in accordance with the Contract documents. However, neither the Consultant nor its sub-consultants shall have control over or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work; these are solely the Construction Contractor's obligations under the contracts for construction. The Consultant shall not be responsible for Construction Contractor's schedules or failure to carry out the work in accordance with the contract documents. Except as otherwise provided in this AGREEMENT, the Consultant shall not have control over or charge of acts and omissions of the contractor's, construction subcontractors, or their agents or employees, or any other persons performing the work.

A.3.4 Based on the Consultant's observations and evaluations of the construction contractor's Applications for Payment, the Consultant shall certify the amounts due to the construction contractor's.

The Consultant's certification of payment shall constitute a representation to the Owner, based on the Consultant's observations at the site as provided above, and the data contained in the construction contractor's Applications for Payment, that the construction contractor's work on the project has progressed to the point indicated and the quality of the construction work is generally in accordance with the contract documents. The former representations are subject to an evaluation of the construction work for conformance with the contract documents upon substantial completion, to results of subsequent tests prior to completion and specific qualifications expressed by the Consultant. The issuance of Certificate of Payment shall further constitute a representation that the construction contractor's subcontractors for the project are entitled to payment in the amount certified. Issuance of Certificates of Payments are not a representation that the Consultant has (1) made continuous and exhaustive inspections to check the quality or quantity of work, (2) reviewed the construction contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from construction contractor's subcontractors and material suppliers and other data requested by the Owner to substantiate construction contractor's right to payment or (4) ascertained how and for what purpose the construction contractor's has used money previously paid on account of contract sum. These are the construction contractor's responsibilities under the contracts for construction.

A.3.5 Within ten (10) working days of the date that it receives a change order request from the Owner, the Consultant shall evaluate and make specific written recommendations, including verification of costs, on all contractor change orders that relate to the execution and progress of the work and on all matters or questions related thereto and, upon notification, shall attend and actively participate at administrative hearings or settlement conferences in connection with such change orders. If the nature of the work described in the change order is complex, the Owner representative may grant the Consultant additional time, if requested in writing by the Consultant, to evaluate the change order.

A.3.6 The Consultant shall have the authority to reject construction work on the project that does not conform to the contract documents. In such cases the Consultant will advise the Owner of the rejection. Whenever the Consultant considers it necessary or advisable for implementation of the intent of the contract documents, the Consultant will have the authority to require additional inspection or testing of the work in accordance with the contract documents, whether or not such work is fabricated, installed or completed. However, neither the authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall create a duty or responsibility of or by the Consultant to the construction contractor's construction subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the construction work on the project.

A.3.7 The Consultant shall review and approve or take other appropriate action upon the construction contractor's submittals such as shop drawings, product data and samples, but only for the limited

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

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

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

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

- B.1.1 The Owner shall have the right to perform work related to the project and to award contracts in connection with the project that are not part of the Consultant's responsibilities under the AGREEMENT. The consultant shall notify the Owner in writing if any such independent action will in any way compromise the Consultants' ability to meet their responsibilities under the AGREEMENT.
- B.1.2 The Owner reserves the right to approve the Consultant's personnel and to require a replacement satisfactory to the Owner. The Owner reserves the right to have such person replaced if, in the judgment of the Owner, any such person proves unsatisfactory. However, such replacement must fit within the rate/fee structure or the Owner has the option for a higher rate person for which the Consultant shall be compensated.
- B.1.3 The Owner shall have the right to effect the removal of any of the Consultant's employees at any time during the duration of the AGREEMENT if that employee is deemed not to be of the level of competence or ability required under the AGREEMENT, or said employee is for any reason found to be unsuitable for the work. In such case, the Consultant shall promptly submit the name and qualifications of a replacement for approval by the Owner.
- B.1.4 The Owner shall have the right to assign the administration of any or all contracts related to this project from the Owner to another State Agency, Authority or Commission at any time during the life of the project. In doing so, the Consultant agrees to continue to perform all contractual work under the AGREEMENT. The Consultant shall make no claim against the Owner in the event of such assignment.
- B.1.5 The Owner may make changes in the scope of services within the general scope of the AGREEMENT. The Owner may also make changes to the scope of the project which may give rise to changes in the scope of the Consultant services. In such case, the Consultant shall be entitled to an adjustment in fee and in other terms and conditions of the AGREEMENT.

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

- B.2.1 The Owner is contracting for the Consultant's services through the Contracting Officer of the Owner, the Division of Property Management and Construction (DPMC). The Contracting Officer is an officer of the State Department of the Treasury, DPMC and is responsible for the administration of the work of the DPMC. The Contracting Officer represents the Owner, either directly or through an appointed representative, in all dealings with the Consultant.
- B.2.2 The Owner shall provide information regarding the requirements of the project, including a scope of work which shall set forth the Owner's objectives, constraints and criteria, including space requirements, special equipment, systems and site requirements, budget constraints and the required date of completion.
- B.2.3 The Contracting Officer shall designate a Project Manager authorized to act on the Owner's behalf with respect to the project. The Contracting Officer's representative has only those duties which are required of an owner. The responsibility for completion of this project pursuant to the contract documents remains that of the Contractor(s). The responsibility for performance of the Consultant contractual obligations remains with the Consultant.
- B.2.4 The information required in the above paragraphs in this Article shall be furnished at the Owner's expense.

## **C. CONTRACT DOCUMENTS**

- C.1 The following items identify the contract documents comprising the AGREEMENT.
1. AGREEMENT BETWEEN THE STATE OF NEW JERSEY AND THE CONSULTANT
  2. GENERAL CONDITIONS TO THE CONSULTANT AGREEMENT.
  3. REQUEST FOR PROPOSAL DATED DECEMBER 8, 2014 INCLUDING:
    - 3.1 SCOPE OF WORK
    - 3.2 CONSULTANT PROPOSAL PACKAGE
  4. PROCEDURES FOR ARCHITECTS AND ENGINEERS, CURRENT EDITION
  5. CONSULTANT'S TECHNICAL PROPOSAL
  6. CONSULTANT'S FEE PROPOSAL
  7. NOTICE OF AWARD/NOTICE TO PROCEED LETTER

## **D. PROFESSIONAL LIABILITY INSURANCE**

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

## **E. CONSTRUCTION COST**

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

## **F. CONSULTANT COMPENSATION**

- F.1 The Consultant's firm will be compensated for professional services as indicated in the Notice of Project Award in accordance with the fee proposal submitted by the Consultant and negotiated and/or accepted by the Owner. The Owner will compensate the Consultant in accordance with the following terms and conditions:
- F.1.1 The lump sum payable to the Consultant as established in their Fee Proposal shall compensate the consultant in full for all services as described in the Notice of Project Award. The start of compensation shall commence with the issuance of the project's Notice of Award/Notice to Proceed.
- F.1.2 The Consultant shall submit a payment schedule to the Owner's representative for approval prior to submittal of the Consultant first invoice. The schedule should be in detail, assigning a dollar value for each phase of work anticipated on a monthly basis throughout the entire contract.
- F.1.3 The monthly compensation to the Consultant shall be paid in accordance with the payment schedule submitted by the Consultant and approved by the Owner.
- F.1.4 Duration of services shall be as defined in the scope of work commencing on the date of the issuance of the Notice to Proceed.
- F.1.5 Services provided under this AGREEMENT shall commence on the date of the written Notice to Proceed issued by the Owner. Unless otherwise ordered by the Owner in writing, the Consultant shall initiate its contract work no later than five (5) working days after its receipt of the Notice to Proceed. A Notice to Proceed may be issued by the Owner at its convenience. Any right of the Consultant to an adjustment because of a delay in issuing a Notice to Proceed shall be determined in accordance with the GENERAL CONDITIONS TO THE CONSULTANT AGREEMENT.
- F.1.6 Should the Project duration be extended and the Owner requests continuation of services beyond the contracted duration, then the Consultant agrees to furnish services in accordance with the terms of the Consultant AGREEMENT for the additional period required for completion of the Project.
- F.1.7 The Owner shall not be liable to the Consultant for indemnification, damages, or costs of any kind sustained by the Consultant as the result of the negligence or breaches of contractual obligations committed by the Consultants Sub Consultant(s), Contractor(s) or any other third party.
- F.1.8 The Owner shall reimburse the Consultant for Owner requested continuation of services beyond the specified contract period based upon the values identified in the approved payment schedule which correspond to the activities for which the extended services are being requested.
- F.1.9 To the extent that the Consultant's services are required beyond the time identified in this AGREEMENT and/or to the extent that the Consultant is required to perform services not required under the AGREEMENT, the Consultant shall be entitled to an additional fee. However, the Consultant shall not be entitled to any additional compensation to the extent that delay in completion of the project is the result of the negligent or wrongful acts or omissions of the Consultant.

END OF AGREEMENT

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

**GENERAL CONDITIONS  
TO THE  
CONSULTANT AGREEMENT**

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

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

## **2. CONFLICT OF INTEREST**

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

## **3. OFFER OF GRATUITIES**

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

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

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

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

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

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

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

#### **4. CONFLICT OF TERMS**

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

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

#### **5. NON-DISCRIMINATION**

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 proceeding 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.

## 10:2-1. Antidiscrimination Provisions

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

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or

sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

## **6. TIME OF COMPLETION**

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

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

## **7. FEES AND INVOICING**

The Consultant's fee for tasks performed during the design phase and for all technical and administrative tasks during the construction and close-out phases, such as the review of Contractor submittals, preparation and distribution of minutes, on-site observation during construction, etc., will be a lump sum amount unless stated otherwise. The Consultant's lump sum fee shall be further broken down by phase depending on the contract. In the event that any of the project phases or services are extended for reasons other than the fault of the Consultant, than 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 no 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, than an AGREEMENT Modification covering the remaining work to be done shall be executed.



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

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

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

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

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

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

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

- a. All workers employed in the performance of every agreement in which the agreement sum is in excess of \$2,000 and work to which the Owner is a party shall be paid not less than the prevailing wage rate as designated by the Commissioner of Labor and 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 tax payer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity of a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No request for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c 184 (c.52:32-32 et seq.) to the taxpayer shall be stayed.

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

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

### **34. SEVERABILITY CLAUSE**

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

### **35. HAZARDOUS MATERIALS**

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

## **36. THIRD PARTIES**

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

## **37. FINAL ACCEPTANCE**

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