

On **Monday, August 13, 2018**, the Division of Property Management and Construction (DPMC) will electronically randomly select from an appropriate pool of its pre-qualified consultants, a short list of firms who will be invited to submit a Technical and Fee Proposal for the following project:

Project #:	P1187-00
Project Name:	Intensive-Level Architectural Survey
Location:	Hoboken Historic District City of Hoboken, Hudson County, NJ
CWE:	\$260,000
Contact:	Shawn Taylor Phone (609) 292-5229 Fax (609) 777-1970 e-mail: shawn.taylor@treas.nj.gov

In order to be included in the random selection process, a firm must be pre-qualified by the DPMC in the following discipline(s) and rating on or prior to August 10, 2018:

Code	Discipline
P050	Historic Preservation Consultant

The mandatory pre-proposal meeting/site visit is scheduled for Thursday August 23, 2018 at 12:30 P.M. Consultants shall meet at the NJDEP Office of Resource Development (Main Lobby) – 501 East State Street, Trenton, Mercer County, NJ. Only those firms attending the mandatory pre-proposal meeting will be permitted to submit a proposal.

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

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

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

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 resulting from this RFQ/RFP is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the RFQ/RFP, the

winning bidder's proposal and other related contract documents for the above contract on the Sandy Transparency website.

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

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

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

Diane B. Allen Equal Pay Act

The Diane B. Allen Equal Pay Act became effective July 1, 2018. Pursuant to N.J.S.A. 34:11-56.14, a contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>

Notice of Requirement for DUNS Number Registration

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

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

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

August 6, 2018

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

DPMC PROJECT NO.: P1187-00
Project Description: Intensive-Level Architectural Survey
Hoboken Historic District
City of Hoboken, Hudson County, NJ

Firms: Watson & Henry Associates
STV Architects, Inc.
Historic Building Architects, LLC
CTS Group Architecture Planning PA
Gilsanz Murray Steficek, LLP
E2 Project Management, LLC
Netta Architects, LLC
Smith Maran Architecture & Interiors LLC
Johnson, Mirmiran & Thompson, Inc.
Mott MacDonald Architects, PC

2nd Selection August 16, 2018
Connolly & Hickey Historical Architects
Michael Baker International, Inc.
Dewberry Engineers, Inc.
NV5, Inc.
Clarke Caton Hintz
Element Architectural Group
Regan Young England Butera, PC
Preservation Design Partnership, LLC
Mott MacDonald Architects, PC
AECOM Architects & Engineers (NJ), Inc.

Mandatory Pre-Proposal Meeting/Site Visit: Thursday August 23, 2018 at 12:30 p.m.
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Proposal Due Date: NO LATER THAN 2:00 PM, Tuesday, September 11, 2018
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This confirms that your firm was selected from the list of pre-qualified firms in your discipline/specialty category and is invited to submit a proposal for this project. **Attached is the Consultant Proposal Package for this project. The Scope of Work is available on the Division's website at www.state.nj.us/treasury/dpmc.**

The mandatory pre-proposal meeting/site visit is scheduled for Thursday August 23, 2018 at 12:30 P.M. Consultants shall meet at the NJDEP Office of Resource Development (Main Lobby) – 501 East State Street, Trenton, Mercer County, NJ. Only those firms attending the mandatory pre-proposal meeting will be permitted to submit a proposal. For more information on the site visit or the Scope of Work, please call Gene Cardone, DPMC Design Manager at (609) 633-2648.

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

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

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



State of New Jersey

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

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

CHRISTOPHER CHIANESE
Director

DATE: August 13, 2018
TO: All Participating Firms
FROM: Richard M. Ferrara, Assistant Deputy Director
Contracts & Procurement Unit
SUBJECT: Addendum "A" dated August 13, 2018
Project P1187-00, Intensive-Level Architectural Survey – Hoboken
Historic District, City of Hoboken, NJ – Hudson County

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

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

Date Received

Firm Name

Address

Signature

Title

Addendum "A"
Project P1187-00
Intensive-Level Architectural Survey
Hoboken Historic District, City of Hoboken, Hudson County, NJ
August 13, 2018

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

DIANE B. ALLEN EQUAL PAY ACT

The Diane B. Allen Equal Pay Act became effective July 1, 2018. Pursuant to N.J.S.A. 34:11-56.14, a contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>

END OF ADDENDUM "A"



State of New Jersey

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

PHILIP D. MURPHY
Governor

ELIZABETH MAHER MUOIO
State Treasurer

SHEILA Y. OLIVER
Lt. Governor

CHRISTOPHER CHIANESE
Director

DATE: August 31, 2018

TO: Historic Building Architects, LLC
Gilsanz Murray Steficek, LLP
E2 Project Management, LLC
AECOM Architects & Engineers (NJ), Inc.
Dewberry Engineers, Inc.
NV5, Inc.
Connolly & Hickey Historical Architects
Johnson, Mirmiran & Thompson, Inc.
Netta Architects

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

SUBJECT: Addendum "B" dated August 31, 2018
Project P1187-00, Intensive-Level Architectural Survey – Hoboken
Historic District, City of Hoboken, NJ – Hudson County

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

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

Date Received

Firm Name

Address

Signature

Title

Addendum "B"
Project P1187-00
Intensive-Level Architectural Survey
Hoboken Historic District, City of Hoboken, Hudson County, NJ
August 31, 2018

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

By receipt of this ADDENDUM, Consultants hereby acknowledge receipt of the existing documentation contained on the CD at the Pre-Proposal Meeting on August 23, 2018.

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

Reminders

1. **Proposals are due no later than 2:00 PM on September 11, 2018**
2. Please note that in Section II, Consultant Qualifications, A. of the Scope of Work (SOW), Consultant & Sub-Consultant Pre-Qualifications provides the pre-qualification requirements necessary to be considered for this project. This section clearly states in part that the consulting firm "... have in-house capabilities or Sub-Consultants pre-qualified with DPMC in all other Architectural, Engineering and Specialty Disciplines necessary to complete the project as described in this Scope of Work (SOW). This information is also reiterated in the RFP. **Proposals received with non-DPMC prequalified Consultants/Sub-Consultants will not be considered.**

Responses to Consultant's Questions

AECOM

- 1) Can you confirm that the 161 calendar days indicated in section VIII of the RFP ("Liquidated Damages") refers to the 23 weeks described in section IV.A of the RFP ("Scope of Work Schedule")?
 - **Response: Yes, the 161 calendar days stated in Section VIII of the Scope of Work refers to the 23 weeks described in Section IV, Item A. of the Scope of Work.**
- 2) Per section IV.A.2 of the RFP ("Scope of Work Schedule, Background Research/Fieldwork"), does all research and fieldwork need to be a) fully completed and b) invoiced by the end of week 5? For example, if the need for additional research or

fieldwork to complete the project arises after week 5, will the consultant be able to do so if it remains in the scope and budget?

- **Response:** Per Section XI, "Submission of Draft Product," an invoice can be submitted upon HPO staff review and approval of the items identified in project phase 4 (historical narrative report, 500 survey forms and revisions to the initial survey forms). Additional research may be conducted after submission of this invoice but would need to be invoiced at a later date.

3) Section VII.A.2 ("GIS Mapping") states that HPO will be responsible for producing location maps in JPEG format for the survey forms; will HPO also be developing site maps for the forms for consistency between the two map requirements?

- **Response:** HPO will provide only the location maps. Site maps are required only for properties with multiple resources to depict the spatial relationships among the individual components. The majority of properties in the scope will not require site maps.

a. Can you confirm if and when HPO will be populating the access database with these images?

- **Response:** The location map images will be provided at the kick-off meeting with the final pre-survey database and GIS datasets.

b. How much lead time will they need to meet the proposed form deliverable schedule?

- **Response:** All the site maps and accompanying GIS data will be provided at the kickoff meeting.

4) When is the anticipated date of the contract award?

- **Response:** The State does not have an anticipated contract award date. For purposes of establishing a project schedule for their technical proposals, Consultants may use October 15, 2018 as a date for contract award.

5) How soon after the project award will the Kickoff meeting be scheduled? Will this allow enough time for HPO to provide the populated HPO database, the digital parcel maps, and the database/GIS material training prior to kickoff?

- **Response:** Upon receipt of a Notice to Proceed (NTP), the selected consultant must reach out to the HPO as soon as possible to schedule a kickoff meeting. The HPO database and digital parcel maps will be offered at this time.

6) What is the anticipated turnaround time for HPO review of the survey methodology?

- **Response:** HPO anticipates that the survey methodology will be reviewed and comments provided in about one week.

E2 Project Management LLC

1) Will there be any particular emphasis in the NJHPO review of Hoboken resources within FEMA flood zones?

- **Response:** No.

2) How does HPO wish to address National Register eligible sewer system in Hoboken?

- **Response:** This resource is not within the scope of this project.

Netta Architects

- 1) Does the HPO expect any documentation in regards to archaeological resources or will the archaeological site files/reports be issued to the consultant just as reference?
 - **Response:** The HPO does not expect any archaeological documentation as part of this project. The archaeological reports will be issued to the consultant for reference only.
- 2) Will the consultant be expected to provide a statement of eligibility/justification of historic district boundaries (ie—A Historic District Overlay form) for the new potential Hoboken Historic District?
 - **Response:** A Historic District Overlay form will not be required for the National Register eligible Hoboken Historic District (SHPO Opinion: 12/11/2016, COE: 1/25/2017). Survey forms for properties within the boundaries of the National Register eligible Hoboken Historic District must address their contributing or non-contributing status within the district as currently delineated. However, Historic District Overlay forms should be completed for any and all newly identified potential local districts, or for any recommended boundary changes for the two existing locally designated districts, and must include discussion of appropriate boundaries and periods of significance with a well-reasoned rationale to support each.
- 3) Under any circumstances, will any more than 1600 buildings be surveyed?
 - **Response:** The HPO survey unit is properties rather than buildings. 1,607 properties are identified in the survey area map ("Hoboken Architectural Resources Survey 2018") submitted with the Scope of Work. Some properties may contain multiple buildings, sites, structures or objects.

END OF ADDENDUM "B"

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)
- (i) Agreement Between the State of New Jersey and the Consultant & General Conditions Revised May 2016, to the Consultant Agreement
- (j) Statement of Assurances, Additional Federally Funded Agreement Provisions for CDBG funded projects) dated 8/22/2017.

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.

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

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

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

(b) **Organization Chart**

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

(c) **Resume**

Include a resume of each key team member.

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

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

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

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

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

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

(f) **Project Approach**

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

(g) Project Schedule

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

(h) Certificate of Employee Information Report

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

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

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

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

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

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

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

IV. FEE PROPOSAL

The Fee Proposal package consists of the following:

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

(a) Professional Services Fee Proposal (Form provided)

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

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

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

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

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

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

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

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

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

(d) Required Insurance Certificates

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

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

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

(e) **Revenue Certificate**

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

(f) **MacBride Principles Certificate**

Complete form, sign and date

(g) **Investment Activities in Iran**

Complete form, sign and date

V. SUBMISSION

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

VI. EVALUATION, NEGOTIATION AND AWARD

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

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

Public Law 2005, Chapter 51

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

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

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

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

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

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

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

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

VII. REVISIONS/CHANGES

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

ATTACHMENT 1
PERSONNEL LEVELS

LEVEL 7

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

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

LEVEL 6

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

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

LEVEL 5

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

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

LEVEL 4

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

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

LEVEL 3

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

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

LEVEL 2

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

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

LEVEL 1

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

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

MAC BRIDE PRINCIPLES COMPLIANCE CERTIFICATION

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

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

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

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

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

Signature of Consultant

Dated:

AMERICANS WITH DISABILITIES ACT

State Contract Language

Equal Opportunity for Individuals with Disabilities

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

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

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

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

**Routine Contract
Technical Proposal Evaluation**

PROJECT: Intensive-Level Architectural Survey, Hoboken Historical District, City of Hoboken, Hudson County, NJ

DPMC NUMBER: P1187-00

FIRM: _____

RETURN BY: _____

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

1

2

3

EVALUATOR

DATE

RECEIVED & RECORDED BY

DATE

Public Law 2005, Chapter 92

Formerly: Executive Order 129

SOURCE DISCLOSURE CERTIFICATION FORM

Bidder: _____

I hereby certify and say:

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

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

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

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

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

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

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

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

Bidder: _____
[Name of Organization or Entity]

By: _____

Title: _____

Print Name: _____

Date: _____

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

PROJECT NUMBER P1187-00

BIDDER _____

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

Name _____ Relationship to Bidder/Offerrer _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offerrer Contract Name _____ Contact Phone Number _____

List Additional Activities on Separate Sheet

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

SCOPE OF WORK

Intensive-Level Architectural Survey

Hoboken Historic District
City of Hoboken, Hudson County, N.J.

PROJECT NO. P1187-00

STATE OF NEW JERSEY

Honorable Philip D. Murphy, Governor
Honorable Sheila Y. Oliver, Lt. Governor

DEPARTMENT OF THE TREASURY

Elizabeth Maher Muoio, Treasurer



DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION

Christopher Chianese, Director

Date: July 27, 2018

TABLE OF CONTENTS

SECTION	PAGE
I. OBJECTIVE	4
II. CONSULTANT QUALIFICATIONS	4
A. CONSULTANT & SUB-CONSULTANT PRE-QUALIFICATIONS	4
III. PROJECT BUDGET	4
A. CURRENT WORKING ESTIMATE (CWE)	4
C. CONSULTANT'S FEES	4
IV. PROJECT SCHEDULE	5
A. SCOPE OF WORK SCHEDULE	5
B. CONSULTANT'S PROPOSED SCHEDULE	5
C. CONSULTANT SCHEDULE	6
V. PROJECT SITE LOCATION & TEAM MEMBERS	6
A. PROJECT SITE ADDRESS	6
B. PROJECT TEAM MEMBER DIRECTORY	6
1. DEP Natural & Historic Resources:	6
2. DEP Historic Preservation Office:	7
VI. PROJECT DEFINITION	7
A. BACKGROUND	7
B. CITY OF HOBOKEN	7
VII. CONSULTANT RESPONSIBILITIES	8
A. REQUIREMENTS	8
1. General:	8
2. Intensive-Level Survey Documentation:	8
3. Intensive-Level Architectural Survey Report:	10
B. MEETINGS & PRESENTATIONS	10
1. Meetings:	10
VIII. LIQUIDATED DAMAGES	11
IX. GENERAL REQUIREMENTS	11
A. SCOPE CHANGES	11
X. SOW SIGNATURE APPROVAL SHEET	12

PROJECT NAME: Intensive-Level Architectural Survey
PROJECT LOCATION: Hoboken Historic District
PROJECT NO: P1187-00
DATE: July 27, 2018

XI.	CONTRACT DELIVERABLES	13
XII.	EXHIBITS.....	14
A.	SAMPLE PROJECT SCHEDULE FORMAT	
B.	HOBOKEN SURVEY PROPERTY LIST	
C.	HOBOKEN ARCHITECTURAL RESOURCES SURVEY 2018	

PROJECT NAME: Intensive-Level Architectural Survey
PROJECT LOCATION: Hoboken Historic District
PROJECT NO: P1187-00
DATE: July 27, 2018

I. OBJECTIVE

The objective of this project is to conduct an Intensive-Level Architectural Survey of approximately 1600 properties in and surrounding the NJ & National Register listed and locally designated historic districts in the City of Hoboken, NJ.

II. CONSULTANT QUALIFICATIONS

A. CONSULTANT & SUB-CONSULTANT PRE-QUALIFICATIONS

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

- **P050 Historic Preservation Consultant**

The Consultant shall employ at a minimum the services of an Architectural Historian qualified in accordance with the National Park Service *Professional Qualification Standards* as published in the Code of Federal Regulations, 36 CFR Part 61, as well as, **any and all** other Architectural, Engineering and Specialty Disciplines necessary to complete the project as described in this Scope of Work (SOW).

III. PROJECT BUDGET

A. CURRENT WORKING ESTIMATE (CWE)

The Current Working Estimate (CWE) for this project is \$260,000.

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

The project will utilize United States Housing and Urban Development (HUD) CDBG-DR funding.

C. CONSULTANT'S FEES

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

IV. PROJECT SCHEDULE

A. SCOPE OF WORK SCHEDULE

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

PROJECT PHASE	ESTIMATED DURATION (Weeks)
1. Kick-off Meeting	1
2. Background Research/Fieldwork	4
3. Submission of Draft Product (100 Survey Forms)	2
4. Submission of Draft Product Including Historical Narrative Report, 500 Survey Forms and Revision of Initial 100 Forms	4
5. Submission of Draft Product (500 Survey Forms)	4
6. Submission of Draft Product (500 Survey Forms)	4
7. Submission of Final Product	4

B. CONSULTANT'S PROPOSED SCHEDULE

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

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

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

PROJECT NAME: Intensive-Level Architectural Survey
PROJECT LOCATION: Hoboken Historic District
PROJECT NO: P1187-00
DATE: July 27, 2018

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

C. CONSULTANT SCHEDULE

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

V. PROJECT SITE LOCATION & TEAM MEMBERS

A. PROJECT SITE ADDRESS

The location of the project site is:

City of Hoboken, Hudson County, New Jersey

See **Exhibit 'C'** for the Hoboken Historic District map.

B. PROJECT TEAM MEMBER DIRECTORY

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

1. DEP Natural & Historic Resources:

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

PROJECT NAME: Intensive-Level Architectural Survey
PROJECT LOCATION: Hoboken Historic District
PROJECT NO: P1187-00
DATE: July 27, 2018

2. DEP Historic Preservation Office:

Name: Erin Frederickson, Historic Preservation Specialist
Address: DEP. Historic Preservation Office
501 East State Street, 4th Floor
Mail Code 501-04B, P.O. Box 420
Trenton, NJ 08625
Phone No: (609) 292-0062
E-Mail No: Erin.Frederickson@dep.nj.gov

VI. PROJECT DEFINITION

A. BACKGROUND

The State of New Jersey, Department of Environmental Protection, Natural & Historic Resources Group, Historic Preservation Office is soliciting Proposals for an Intensive-Level Architectural Survey of approximately 1600 properties within and adjacent to the New Jersey and National Register listed, eligible and locally designated historic districts in Hoboken, Hudson County, New Jersey.

The goal of the survey is to provide a much-needed update to the existing information on properties within the districts and to help Hoboken's planning board, zoning board of adjustment, and historic preservation commission to make informed land use decisions in accordance with the municipal Master Plan, local ordinances and the Municipal Land Use Law. An updated survey will enhance the capacity of the local preservation program and will support the work of the Historic Preservation Office and the local historic preservation commission in making reasonable, consistent and justifiable decisions.

A better understanding of the historic resources that make up the historic district, and a better understanding of the district's current boundaries, will enhance the City's local historic preservation program and their abilities to prepare for, and recover from, future storm events.

B. CITY OF HOBOKEN

Existing citywide survey documentation dates from 1979 (the survey) and 2003 (the National Register nomination). Generally, based on the rapid pace of change statewide, the HPO recommends revisiting surveys after about 10 years. Hoboken has certainly experienced much change since the existing documentation was created – across the spectrum from restorations to

complete redevelopment. For these reasons, the HPO is undertaking a new intensive-level architectural survey in the City.

Hoboken has demonstrated their local commitment to historic preservation by passing a local historic preservation ordinance and establishing a historic preservation commission. The local historic preservation commission faces dual challenges in sustaining their resources. Hoboken is located in a dynamic coastal environment, regularly experiencing flooding and storm events. Hoboken is also a vibrant urban neighborhood in proximity to Manhattan and is consequently a dynamic architectural environment.

VII. CONSULTANT RESPONSIBILITIES

A. REQUIREMENTS

1. General:

The Consultant shall employ at a minimum the services of an Architectural Historian qualified in accordance with the National Park Service *Professional Qualification Standards* (36 CFR Part 61), to produce an intensive-level architectural survey of approximately 1600 historic resources. See **Exhibit 'B'** for a list of properties. Surveyed resources will be documented individually and as part of an historic district.

The survey shall be conducted in accordance with the HPO *Guidelines for Architectural Survey*. <https://www.nj.gov/dep/hpo/1identify/survarchit.htm>. The survey data will be gathered using a Microsoft Access database application provided by the HPO and mapping will be based on GIS data. Before beginning any project-related work, the HPO staff shall meet with the Grantee's consultant and provide the consultant with the appropriate database/GIS material and related training as needed. The results of the survey shall be compiled in a report that presents intensive-level research, eligibility recommendations, and summarizes the overall survey effort.

2. Intensive-Level Survey Documentation:

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

Survey Forms

- Preparation of HPO approved forms for a minimum of 1600 historic resources. The description field shall have three paragraphs. The first paragraph shall be an architectural description of the building. On each survey form this first paragraph shall, at a minimum,

include: a date of construction; architectural description; list of character defining features; and an identification of whether the building has been elevated or otherwise altered for flood protection. The second paragraph shall be a brief narrative history of the building. The third paragraph shall include a recommendation of individual eligibility as well as contributing or non-contributing status of the building in the historic district, if applicable – and shall include a persuasive and well-reasoned rationale for these recommendations. **All forms shall be submitted in electronic and hard color copy. The electronic copy shall be submitted as a Microsoft Access database in the data-structure provided by the HPO. The hard color copy inventory forms shall be generated from the database.**

- Preparation of attachments and eligibility worksheets for those properties identified as potentially individually eligible.
- Assessment of “key-contributing” (i.e. individually eligible), “contributing” and “non-contributing” status for all properties surveyed, as they relate to the Hoboken Historic District.

Photography

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

GIS Mapping

- GIS Mapping shall be based on existing digital parcel maps to be provided by HPO.
- Digital submissions shall include separate ArcGIS Geodatabase feature classes in the data structure provided by the HPO:
 - a. Historic District boundaries (polygons). Where the Historic District boundary coincides with a municipal boundary, the Historic District Boundary shall overlay the municipal boundary exactly.
 - b. Property boundaries (polygons).
- Geospatial metadata sufficient to satisfy the metadata reporting requirements of the NJDEP Mapping and Digital Data Standards (2013) available online at

http://nj.gov/dep/gis/assets/NJDEP_GIS_Spatial_Data_Standards_2013.pdf

- **All digital data shall be submitted on CD-ROM in the formats referenced above.**
- The GIS data shall serve as the basis for creating the 2" x 3" location map for each surveyed property. Prior to commencement of work, the location map will be generated by the HPO and shall be saved as a digital image in JPEG format that shall be included by the Consultant on the hard copy survey forms.

3. Intensive-Level Architectural Survey Report:

The Consultant shall prepare an intensive-level survey report in accordance with Section 3.5 of the Guidelines for Architectural Survey (available at <https://www.nj.gov/dep/hpo/1identify/survarcht.htm>). The report shall be comprised of at least 30 pages of text (12pt type in a single spaced format), not including survey forms, maps, photos and illustrations. The final report must be submitted to the City of Hoboken and HPO in both electronic and hard color copy. The electronic copy shall be submitted on CD or DVD as a Microsoft Word document.

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

B. MEETINGS & PRESENTATIONS

1. Meetings:

Conduct the appropriate number of review meetings with the Project Team members during each phase of the project so they may determine if the project meets their requirements, question any aspect of the contract deliverables, and make changes where appropriate. The Consultant shall describe the philosophy and process used in the development of the criteria and the various alternatives considered to meet the project objectives. Special considerations shall also be addressed such as: site access limitations, schedule requirements, security restrictions, etc.

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.

PROJECT NAME: Intensive-Level Architectural Survey
PROJECT LOCATION: Hoboken Historic District
PROJECT NO: P1187-00
DATE: July 27, 2018

One public meeting will be held in Hoboken at the start of work to explain the project and its benefits to the public. HPO Staff will assist with this meeting and presentation.

A second public meeting will be held in Hoboken at the close of work to explain project findings to the public. HPO Staff will assist with this meeting and presentation.

VIII. LIQUIDATED DAMAGES

The 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 complete deliverables for each property within 161 calendar days of issuance of the notice to proceed, in the amount of \$20 per business day per property not delivered, 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 deliverables.

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

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

IX. GENERAL REQUIREMENTS

A. SCOPE CHANGES

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

PROJECT NAME: Intensive-Level Architectural Survey
PROJECT LOCATION: Hoboken Historic District
PROJECT NO: P1187-00
DATE: July 27, 2018

X. SOW SIGNATURE APPROVAL SHEET

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

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

SOW PREPARED BY: James V Wright 7/27/2018
JAMES WRIGHT, PROJECT MANAGER
OPMC PROJECT PLANNING & INITIATION DATE

SOW APPROVED BY: E. Mulvan 7/30/18
EDWARD MULVAN, ADMINISTRATOR
DEP/ NATURAL & HISTORIC RESOURCES DATE

SOW APPROVED BY: Erin Frederickson 7/21/18
ERIN FREDERICKSON, PRESERVATION SPECIALIST
DEP/HISTORIC PRESERVATION OFFICE DATE

SOW APPROVED BY: Richard Flodman 7/30/18
RICHARD FLODMAN, DEPUTY DIRECTOR
DIV PROPERTY MGT & CONSTRUCTION DATE

XI. CONTRACT DELIVERABLES

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

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

BACKGROUND RESEARCH/FIELDWORK

The Consultant shall submit a survey methodology for HPO approval before proceeding.

SUBMISSION OF DRAFT PRODUCT

The Consultant shall submit all draft versions of product in black and white both electronically and in hard copy to the address identified in Section V.B.2. An Interim Expenditure Report and request for reimbursement shall be submitted upon Historic Preservation Office staff review and approval of the items identified in project phase 4 (historical narrative report, 500 survey forms and revisions to the initial 100 survey forms).

SUBMISSION OF FINAL PRODUCT

For purposes of this Contract the Consultant shall produce two (2) hard color copies of all survey products defined in this scope of work. The HPO shall receive one (1) complete hard color copy set of the completed survey products in accordance with the grant schedule. The City of Hoboken shall receive one (1) complete hard color copy of the survey products for local use. The HPO and the City of Hoboken shall each receive one (1) electronic copy of final product as well, as stated above in Intensive-Level Architectural Survey Report. These items shall be submitted to the HPO at the address identified in Section V.B.2. and to Ann Holtzman, CFM, Zoning Officer & Floodplain Administrator, City of Hoboken, 94 Washington Street, Hoboken, NJ 07030.

PROJECT CLOSE-OUT PHASE

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

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

11.5 Determination of Substantial Completion

11.7 Initiation of Final Contract Acceptance Process

11.8 Submission of Close-Out Documentation

11.8.2 Letter of Contract Performance

11.8.3 Final Cost Analysis-Insurance Transfer DPMC 25

11.8.4 This Submission Checklist

11.9 Final Payment

11.9.1 Contractors Final Payment

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

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

11.12 Submission Forms

Figure 11.2 Project Close-Out Documentation List DPMC 20A

Figure 11.3-a Certificate of Substantial Completion DPMC 20D

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

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

Figure 11.7 Final Contract Acceptance Form DPMC 20

Figure 11.8.3-a Final Cost Analysis

Figure 11.8.3-b Insurance Transfer Form DPMC 25

Figure 11.8.4 Submission Checklist

XII. EXHIBITS

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

END OF SCOPE OF WORK

February 7, 1997
Rev.: January 29, 2002

Responsible Group Code Table

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

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

EXHIBIT 'A'

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

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

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DBCA - TEST

Bureau of Design & Construction Services
Routine Project

Sheet 1 of 3

Exhibit "A"

Activity ID	Description	Rspn	Weeks					
CV3055	Review & Approve Final Design Submittal	CM						
CV3056	Consolidate & Return Final Design Comments	CM						
CV3060	Prepare & Submit Permit Application Documents	AE						
CV3068	Prepare & Submit Bidding Cost Analysis (DPMC-38)	CM						
Plan Review-Permit Acquisition								
CV4001	Review Constr. Documents & Secure UCC Permit	PR						
CV4010	Provide Funding for Construction Contracts	CA						
CV4020	Secure Bid Clearance	CM						
Advertise-Bid-Award								
CV5001	Advertise Project & Bid Construction Contracts	CP						
CV5010	Open Construction Bids	CP						
CV5011	Evaluate Bids & Prep. Recommendation for Award	CM						
CV5012	Evaluate Bids & Prep. Recommendation for Award	AE						
CV5014	Complete Recommendation for Award	CP						
CV5020	Award Construction Contracts/Issue NTP	CP						
Construction								
CV6000	Project Construction Start/Issue NTP	CM						
CV6001	Contract Start/Contract Work (25%) Complete	CON						
CV6002	Preconstruction Meeting	CM						
CV6003	Begin Preconstruction Submittals	CON						
CV6004	Longest Lead Procurement Item Ordered	CON						
CV6005	Lead Time for Longest Lead Procurement Item	CON						
CV6006	Prepare & Submit Shop Drawings	CON						
CV6007	Complete Construction Submittals	CON						
CV6011	Roughing Work Start	CON						
CV6012	Perform Roughing Work	CON						
CV6010	Contract Work (50%+) Complete	CON						
CV6013	Longest Lead Procurement Item Delivered	CON						
CV6020	Contract Work (75%) Complete	CON						

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

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DACA - TEST

Sheet 2 of 3

Bureau of Design & Construction Services Routine Project

Exhibit "A"

Activity ID	Description	Rspn	Weeks																																																			
CV6014	Roughing Work Complete	CON																																																				
CV6021	Interior Finishes Start	CON																																																				
CV6022	Install Interior Finishes	CON																																																				
CV6030	Contract Work to Substantial Completion	CON																																																				
CV6031	Substantial Completion Declared	CM																																																				
CV6073	Complete Deferred Punch List/Seasonal Activities	CON																																																				
CV6079	Project Construction Complete	CM																																																				
CV6080	Close Out Construction Contracts	CM																																																				
CV6089	Construction Contracts Complete	CM																																																				
CV6090	Close Out A/E Contract	CM																																																				
CV6092	Project Completion Declared	CM																																																				

<p>NOTE: Refer to section "IV Project Schedule" of the Scope of Work for contract phase durations.</p> <p style="text-align: center;">© Primavera Systems, Inc.</p>	DBCA - TEST Bureau of Design & Construction Services Routine Project	Sheet 3 of 3 <h1 style="margin: 0;">Exhibit "A"</h1>
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HOBOKEN SURVEY
Property List

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
1	15	80 PARK AVE	0905_1_15	1
3.02	6	517-19-21 NEWARK ST	0905_3.02_6	6
8.01	1	55 MADISON ST	0905_8.01_1	1
12	8	63-65 PATERSON AVE	0905_12_8	1
15	5	69-75 JACKSON ST	0905_15_5	1
15	10	91 JACKSON ST	0905_15_10	2
15	33	58 MONROE ST	0905_15_33	1
16	1	564 OBSERVER HIGHWAY	0905_16_1	2
16	4	61 MONROE ST	0905_16_4	1
16	16	565 FIRST ST	0905_16_16	1
21	7.01	313-315 First Street	0905_21_7.01	1
26	27	116-18 JACKSON ST	0905_26_27	2
26	33	650 FIRST ST	0905_26_33	1
27	1	608-14 FIRST ST	0905_27_1	1
32	17	133 GRAND ST	0905_32_17	1
32	18	359 SECOND ST	0905_32_18	1
32	19	122-132 CLINTON ST	0905_32_19	1
32	20	120 CLINTON ST	0905_32_20	1
32	21	118 CLINTON ST	0905_32_21	1
32	22	116 CLINTON ST	0905_32_22	1
32	23	114 CLINTON ST	0905_32_23	1
32	24	112 CLINTON ST	0905_32_24	1
32	25	106-110 CLINTON ST	0905_32_25	3
32	28	100 CLINTON ST	0905_32_28	1
33	1.01	101 CLINTON ST	0905_33_1.01	9
33	6	113 CLINTON ST	0905_33_6	1
33	7	115 CLINTON ST	0905_33_7	1
33	8	117 CLINTON ST	0905_33_8	1
33	9	119 CLINTON ST	0905_33_9	1
33	10	121 CLINTON ST	0905_33_10	1
33	11	123 CLINTON ST	0905_33_11	1
33	12	125 CLINTON ST	0905_33_12	1
33	13	127 CLINTON ST	0905_33_13	1
33	14	129 CLINTON ST	0905_33_14	1
33	15	131 CLINTON ST	0905_33_15	1
33	16	133 CLINTON ST	0905_33_16	1
33	17	309 SECOND ST	0905_33_17	1
33	18.02	307 SECOND ST	0905_33_18.02	1
34	20	132 PARK AVE	0905_34_20	1
34	21	130 PARK AVE	0905_34_21	4
34	24	122 PARK AVE	0905_34_24	1
34	25	120 PARK AVE	0905_34_25	1
34	26	118 PARK AVE	0905_34_26	1
34	27	116 PARK AVE	0905_34_27	1
34	28	114 PARK AVE	0905_34_28	1
34	29	112 PARK AVE	0905_34_29	1

*Total Parcels greater than 1 indicates that the individual property to be surveyed occupies multiple tax parcels

EXHIBIT 'B'

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
34	30	110 PARK AVE	0905_34_30	1
37	33	202 MONROE ST	0905_37_33	1
37	34	200 MONROE ST	0905_37_34	1
38	1	201-11 MONROE ST	0905_38_1	1
40	1	201 JEFFERSON ST	0905_40_1	1
41	19	200 GRAND ST	0905_41_19	1
42	15	222 CLINTON ST	0905_42_15	1
43	1	201-205 CLINTON ST	0905_43_1	1
43	2	310 SECOND ST	0905_43_2	1
43	4	308 SECOND ST	0905_43_4	1
43	5	207 CLINTON ST	0905_43_5	1
43	6	209 CLINTON ST	0905_43_6	1
43	7	211 CLINTON ST	0905_43_7	1
43	8	213 CLINTON ST	0905_43_8	1
43	9	215 CLINTON ST	0905_43_9	1
43	10	217-219 CLINTON ST	0905_43_10	2
43	12	221 CLINTON ST	0905_43_12	1
43	13	223 CLINTON ST	0905_43_13	1
43	14	225 CLINTON ST	0905_43_14	1
43	15	227 CLINTON ST	0905_43_15	1
43	16	229 CLINTON ST	0905_43_16	1
43	17.01	231 CLINTON ST	0905_43_17.01	1
43	18.01	233 CLINTON ST	0905_43_18.01	1
47	17	332 MONROE ST	0905_47_17	1
47	18	330 MONROE ST	0905_47_18	1
47	19	328 MONROE ST	0905_47_19	1
47	20	326 MONROE ST	0905_47_20	1
47	21	324 MONROE ST	0905_47_21	1
47	22	322 MONROE ST	0905_47_22	1
47	23	320 MONROE ST	0905_47_23	1
47	24	318 MONROE ST	0905_47_24	1
47	25	316 MONROE ST	0905_47_25	1
47	26	314 MONROE ST	0905_47_26	1
47	27	312 MONROE ST	0905_47_27	1
47	28	310 MONROE ST	0905_47_28	1
47	29	308 MONROE ST	0905_47_29	1
47	32	302 MONROE ST	0905_47_32	3
47	33	300 MONROE ST	0905_47_33	1
48	1	301 MONROE ST	0905_48_1	1
48	2	303 MONROE ST	0905_48_2	1
48	3	305 MONROE ST	0905_48_3	1
48	4	307 MONROE ST	0905_48_4	1
48	5	309 MONROE ST	0905_48_5	1
48	6	311 MONROE ST	0905_48_6	1
48	7	313 MONROE ST	0905_48_7	1
48	8	315 MONROE ST	0905_48_8	1

*Total Parcels greater than 1 indicates that the individual property to be surveyed occupies multiple tax parcels

EXHIBIT 'B'

Propert List

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
48	9	317 MONROE ST	0905_48_9	1
48	10	319 MONROE ST	0905_48_10	1
48	11	321 MONROE ST	0905_48_11	1
48	12	323 MONROE ST	0905_48_12	1
48	13	325 MONROE ST	0905_48_13	1
48	14	327 MONROE ST	0905_48_14	1
48	15	329 MONROE ST	0905_48_15	1
48	16	331 MONROE ST	0905_48_16	1
48	17	333 MONROE ST	0905_48_17	1
50	1	300-26 ADAMS AT	0905_50_1	1
51	1	300-20 GRAND ST/301ADAMS	0905_51_1	18
51	21	328-334 GRAND ST	0905_51_21	2
57	13	422 MONROE ST	0905_57_13	1
57	14	420 MONROE ST	0905_57_14	1
57	15	418 MONROE ST	0905_57_15	1
57	16	416 MONROE ST	0905_57_16	1
57	17	414 MONROE ST	0905_57_17	1
57	18	412 MONROE ST	0905_57_18	1
57	19	410 MONROE ST	0905_57_19	1
57	20	408 MONROE ST	0905_57_20	1
57	21	406 MONROE ST	0905_57_21	1
57	22	404 MONROE ST	0905_57_22	1
57	23	402 MONROE ST	0905_57_23	1
57	24	400 MONROE ST	0905_57_24	1
58	1	401 MONROE ST	0905_58_1	1
58	2	403 MONROE ST	0905_58_2	1
58	3	405 MONROE ST	0905_58_3	1
58	4	407 MONROE ST	0905_58_4	1
58	6	411 MONROE ST	0905_58_6	1
58	7	413 MONROE ST	0905_58_7	1
58	8	415 MONROE ST	0905_58_8	1
58	9	417 MONROE ST	0905_58_9	1
58	10	419 MONROE ST	0905_58_10	1
58	11	421 MONROE ST	0905_58_11	1
58	13	557 FIFTH ST	0905_58_13	1
61	17	412 GRAND ST	0905_61_17	1
63	1	400 WILLOW AVE	0905_63_1	1
67	6	511 MONROE ST	0905_67_6	1
70	1	501 ADAMS ST	0905_70_1	1
78	18	632 GRAND ST	0905_78_18	2
78	20	630 GRAND ST	0905_78_20	1
78	21	628 GRAND ST	0905_78_21	1
78	22	626 GRAND ST	0905_78_22	1
78	23	620-622 GRAND ST	0905_78_23	2
78	25	616-618 GRAND ST	0905_78_25	2
78	27	614 GRAND ST	0905_78_27	1

*Total Parcels greater than 1 indicates that the individual property to be surveyed occupies multiple tax parcels

EXHIBIT 'B'

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
78	28	612 GRAND ST	0905_78_28	1
78	29	610 GRAND ST	0905_78_29	1
78	30	608 GRAND ST	0905_78_30	1
78	31	604-606 GRAND ST	0905_78_31	1
78	33	602 GRAND ST	0905_78_33	1
78	34	600 GRAND ST	0905_78_34	1
79	1	364 SIXTH ST	0905_79_1	1
79	4	605 GRAND ST	0905_79_4	1
79	5	607 GRAND ST	0905_79_5	1
79	6	609 GRAND ST	0905_79_6	1
79	7.01	611 GRAND ST	0905_79_7.01	1
79	15	610 CLINTON ST	0905_79_15	1
79	17	606 CLINTON ST	0905_79_17	1
79	18	604 CLINTON ST	0905_79_18	1
79	19	602 CLINTON ST	0905_79_19	1
79	20	600 CLINTON ST	0905_79_20	1
80	1.01	701 HARRISON ST	0905_80_1.01	4
82	18	716-32 MADISON ST	0905_82_18	9
83	1	704 JEFFERSON ST	0905_83_1	1
84	1	450 SEVENTH ST	0905_84_1	1
84	14	734 ADAMS ST	0905_84_14	1
84	16	728 ADAMS ST	0905_84_16	1
84	17	726 ADAMS ST	0905_84_17	1
84	18	722 ADAMS ST	0905_84_18	1
84	20	720 ADAMS ST	0905_84_20	1
84	21	718 ADAMS ST	0905_84_21	1
84	22	716 ADAMS ST	0905_84_22	1
84	23	714 ADAMS ST	0905_84_23	1
84	24	710-12 ADAMS ST	0905_84_24	2
85	1	701 ADAMS ST	0905_85_1	1
85	2	703 ADAMS ST	0905_85_2	1
85	3	705 ADAMS ST	0905_85_3	1
85	4	707 ADAMS ST	0905_85_4	1
85	5	709 ADAMS ST	0905_85_5	1
85	6	711 ADAMS ST	0905_85_6	1
85	7	713 ADAMS ST	0905_85_7	1
85	8	715 ADAMS ST	0905_85_8	1
85	9	717 ADAMS ST	0905_85_9	1
85	10	719 ADAMS ST	0905_85_10	1
85	11	721 ADAMS ST	0905_85_11	1
85	12	723 ADAMS ST	0905_85_12	1
85	13	725 ADAMS ST	0905_85_13	1
96	1	456 NINTH ST	0905_96_1	1
97	7.01	1060 MONROE ST	0905_97_7.01	47
106	1	1200-1318 MADISON ST	0905_106_1	49
114	11	1321-27 ADAMS ST	0905_114_11	1

*Total Parcels greater than 1 indicates that the individual property to be surveyed occupies multiple tax parcels

EXHIBIT 'B'

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
121	14	1422-1428 GRAND ST	0905_121_14	4
125	7	1413-1425 WILLOW AVE	0905_125_7	1
126	1	210 FOURTEENTH ST	0905_126_1	1
154	1.02	9TH & 10TH & CLINTON STS	0905_154_1.02	1
155	2.02	1015 GRAND ST	0905_155_2.02	1
155	3	1021 GRAND ST	0905_155_3	1
155	5	1034 CLINTON ST	0905_155_5	1
157	2.01	524-34 WILLOW AVE	0905_157_2.01	1
157	2.02	315 SIXTH ST	0905_157_2.02	1
158	1	601 CLINTON ST	0905_158_1	1
158	2	607 CLINTON ST.	0905_158_2	1
158	8	31 WILLOW COURT	0905_158_8	1
158	9	29 WILLOW COURT	0905_158_9	1
158	10	27 WILLOW COURT	0905_158_10	1
158	11	25 WILLOW COURT	0905_158_11	1
158	12	23 WILLOW COURT	0905_158_12	1
158	13	21 WILLOW COURT	0905_158_13	1
158	14	19 WILLOW COURT	0905_158_14	1
158	15	17 WILLOW COURT	0905_158_15	1
158	16	15 WILLOW COURT	0905_158_16	1
158	17	13 WILLOW COURT	0905_158_17	1
158	18	11 WILLOW COURT	0905_158_18	1
158	19	9 WILLOW COURT	0905_158_19	1
158	20	7 WILLOW COURT	0905_158_20	1
158	21	5 WILLOW COURT	0905_158_21	1
158	22	3 WILLOW COURT	0905_158_22	1
158	23	1 WILLOW COURT	0905_158_23	1
158	24	WILLOW COURT SOUTH	0905_158_24	1
158.01	1	32 WILLOW COURT	0905_158.01_1	1
158.01	2	30 WILLOW COURT	0905_158.01_2	1
158.01	3	28 WILLOW COURT	0905_158.01_3	1
158.01	4	26 WILLOW COURT	0905_158.01_4	1
158.01	5	24 WILLOW COURT	0905_158.01_5	1
158.01	6	22 WILLOW COURT	0905_158.01_6	1
158.01	7	20 WILLOW COURT	0905_158.01_7	1
158.01	8	18 WILLOW COURT	0905_158.01_8	1
158.01	9	16 WILLOW COURT	0905_158.01_9	1
158.01	10	14 WILLOW COURT	0905_158.01_10	1
158.01	11	12 WILLOW COURT	0905_158.01_11	1
158.01	12	10 WILLOW COURT	0905_158.01_12	1
158.01	13	8 WILLOW COURT	0905_158.01_13	1
158.01	14	6 WILLOW COURT	0905_158.01_14	1
158.01	15	4 WILLOW COURT	0905_158.01_15	1
158.01	16	2 WILLOW COURT	0905_158.01_16	1
158.01	17	33 WILLOW COURT	0905_158.01_17	1
158.01	18	35 WILLOW COURT	0905_158.01_18	1

**Total Parcels greater than 1 indicates that the individual property to be surveyed occupies multiple tax parcels*

EXHIBIT 'B'

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
158.01	19	37 WILLOW COURT	0905_158.01_19	1
158.01	20	39 WILLOW COURT	0905_158.01_20	1
158.01	21	41 WILLOW COURT	0905_158.01_21	1
158.01	22	43 WILLOW COURT	0905_158.01_22	1
158.01	23	45 WILLOW COURT	0905_158.01_23	1
158.01	24	47 WILLOW COURT	0905_158.01_24	1
158.01	25	49 WILLOW COURT	0905_158.01_25	1
158.01	26	51 WILLOW COURT	0905_158.01_26	1
158.01	27	53 WILLOW COURT	0905_158.01_27	1
158.01	28	55 WILLOW COURT	0905_158.01_28	1
158.01	29	57 WILLOW COURT	0905_158.01_29	1
158.01	30	59 WILLOW COURT	0905_158.01_30	1
158.01	31	61 WILLOW COURT	0905_158.01_31	1
158.01	32	63 WILLOW COURT	0905_158.01_32	1
158.01	33	WILLOW COURT NORTH	0905_158.01_33	1
158.02	1	34 WILLOW COURT	0905_158.02_1	1
158.02	2	36 WILLOW COURT	0905_158.02_2	1
158.02	3	38 WILLOW COURT	0905_158.02_3	1
158.02	4	40 WILLOW COURT	0905_158.02_4	1
158.02	5	42 WILLOW COURT	0905_158.02_5	1
158.02	6	44 WILLOW COURT	0905_158.02_6	1
158.02	7	46 WILLOW COURT	0905_158.02_7	1
158.02	8	48 WILLOW COURT	0905_158.02_8	1
158.02	9	50 WILLOW COURT	0905_158.02_9	1
158.02	10	52 WILLOW COURT	0905_158.02_10	1
158.02	11	54 WILLOW COURT	0905_158.02_11	1
158.02	12	56 WILLOW COURT	0905_158.02_12	1
158.02	13	58 WILLOW COURT	0905_158.02_13	1
158.02	14	60 WILLOW COURT	0905_158.02_14	1
158.02	15	62 WILLOW COURT	0905_158.02_15	1
158.02	16	64 WILLOW COURT	0905_158.02_16	1
158.02	17	127 WILLOW COURT	0905_158.02_17	1
158.02	18	125 WILLOW COURT	0905_158.02_18	1
158.02	19	123 WILLOW COURT	0905_158.02_19	1
158.02	20	121 WILLOW COURT	0905_158.02_20	1
158.02	21	119 WILLOW COURT	0905_158.02_21	1
158.02	22	117 WILLOW COURT	0905_158.02_22	1
158.02	23	115 WILLOW COURT	0905_158.02_23	1
158.02	24	113 WILLOW COURT	0905_158.02_24	1
158.02	25	111 WILLOW COURT	0905_158.02_25	1
158.02	26	109 WILLOW COURT	0905_158.02_26	1
158.02	27	107 WILLOW COURT	0905_158.02_27	1
158.02	28	105 WILLOW COURT	0905_158.02_28	1
158.02	29	103 WILLOW COURT	0905_158.02_29	1
158.02	30	101 WILLOW COURT	0905_158.02_30	1
158.02	31	99 WILLOW COURT	0905_158.02_31	1

**Total Parcels greater than 1 indicates that the individual property to be surveyed occupies multiple tax parcels*

EXHIBIT 'B'

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
158.02	32	97 WILLOW COURT	0905_158.02_32	1
160	1	801 CLINTON ST	0905_160_1	1
160	7	832 WILLOW AVE	0905_160_7	2
160	9	830 WILLOW AVE.	0905_160_9	1
160	10	828 WILLOW AVE	0905_160_10	1
160	12	818 WILLOW AVE	0905_160_12	1
160	13	816 WILLOW AVE	0905_160_13	1
160	14	814 WILLOW AVE	0905_160_14	1
160	15	800-812 WILLOW AVE	0905_160_15	1
160	16	800-812 WILLOW AVE	0905_160_16	6
161	32	900 WILLOW AVE	0905_161_32	1
162	7	1039-1043 CLINTON ST	0905_162_7	1
162	8.01	1036-1040 WILLOW AVE	0905_162_8.01	3
162	9	1034 WILLOW AVE	0905_162_9	1
162	10.01	1030-1032 WILLOW AVE	0905_162_10.01	1
162	11	1028 WILLOW AVE	0905_162_11	1
162	12	1024 WILLOW AVE	0905_162_12	1
162	13	1020 WILLOW AVE	0905_162_13	1
162	14	1016 WILLOW AVE	0905_162_14	1
162	16	1014 WILLOW AVE	0905_162_16	1
162	17	1012 WILLOW AVE	0905_162_17	1
162	18	1010 WILLOW AVENUE	0905_162_18	1
162	19	1008 WILLOW AVE	0905_162_19	1
162	20	1006 WILLOW AVE	0905_162_20	1
162	21	1004 WILLOW AVE	0905_162_21	1
162	22	1002 WILLOW AVE.	0905_162_22	1
162	23	1000 WILLOW AVE	0905_162_23	1
163	9	1132 WILLOW AVE	0905_163_9	1
163	10	1130 WILLOW AVE	0905_163_10	1
163	11	1128 WILLOW AVE	0905_163_11	1
163	12	1126 WILLOW AVE	0905_163_12	1
163	13	1124 WILLOW AVE	0905_163_13	1
165	29	212 PARK AVE	0905_165_29	1
167	24	250-254 FIFTH ST	0905_167_24	1
170	1	801 WILLOW AVE/260 EIGHTH	0905_170_1	1
170	2	803 WILLOW AVE	0905_170_2	1
170	3	805 WILLOW AVE	0905_170_3	1
170	4	807 WILLOW AVE	0905_170_4	1
170	5	809 WILLOW AVE	0905_170_5	1
170	6	811 WILLOW AVE	0905_170_6	1
170	7	813 WILLOW AVE	0905_170_7	1
170	8	815 WILLOW AVE	0905_170_8	1
170	9	825 WILLOW AVE	0905_170_9	1
170	10	827 WILLOW AVE	0905_170_10	1
170	11	829 WILLOW AVE	0905_170_11	1
170	12	831 WILLOW AVE	0905_170_12	1

*Total Parcels greater than 1 indicates that the individual property to be surveyed occupies multiple tax parcels

EXHIBIT 'B'

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
170	13	833 WILLOW AVE	0905_170_13	1
170	14	835-837 WILLOW AVE	0905_170_14	2
170	16	839 WILLOW AVE	0905_170_16	1
170	17	841 WILLOW AVE.	0905_170_17	1
172	5	1007 WILLOW AVE	0905_172_5	1
172	6	1009 WILLOW AVE	0905_172_6	1
172	7	1011 WILLOW AVE	0905_172_7	1
172	8	1013 WILLOW AVE	0905_172_8	1
172	9	1015 WILLOW AVE	0905_172_9	1
172	10	1017 WILLOW AVE	0905_172_10	1
172	11	1019 WILLOW AVE	0905_172_11	1
172	12	1021 WILLOW AVE	0905_172_12	1
172	13	1023 WILLOW AVE	0905_172_13	1
172	14	1025 WILLOW AVE	0905_172_14	1
172	15	1027 WILLOW AVE	0905_172_15	1
172	16	1029 WILLOW AVE	0905_172_16	1
173	13	1127 WILLOW AVE	0905_173_13	1
174	12	1225 WILLOW AVE/257 13TH	0905_174_12	1
177	5	113-21 PARK AVE	0905_177_5	3
178	25	222 GARDEN ST	0905_178_25	1
179	44	206 THIRD ST	0905_179_44	1
180	21.01	536 GARDEN ST	0905_180_21.01	1
180	21.02	534 GARDEN ST	0905_180_21.02	1
180	22	532 GARDEN ST	0905_180_22	1
180	23	530 GARDEN ST	0905_180_23	1
180	24	528 GARDEN ST	0905_180_24	1
180	25	526 GARDEN ST	0905_180_25	1
180	26	524 GARDEN ST	0905_180_26	1
180	27	522 GARDEN ST.	0905_180_27	1
180	28	520 GARDEN ST	0905_180_28	1
180	29	518 GARDEN ST	0905_180_29	1
180	30	516 GARDEN ST	0905_180_30	1
180	31	514 GARDEN ST	0905_180_31	1
180	32	512 GARDEN ST	0905_180_32	1
180	33	510 GARDEN ST	0905_180_33	1
180	34	508 GARDEN ST	0905_180_34	1
180	35	506 GARDEN ST	0905_180_35	1
181	15	636 GARDEN ST	0905_181_15	1
181	16	634 GARDEN ST	0905_181_16	1
181	17	632 GARDEN ST.	0905_181_17	1
181	18	630 GARDEN ST	0905_181_18	1
181	19	628 GARDEN ST	0905_181_19	1
181	20	626 GARDEN ST	0905_181_20	1
181	21	624 GARDEN ST.	0905_181_21	1
181	22	622 GARDEN ST	0905_181_22	1
181	23	620 GARDEN ST	0905_181_23	1

**Total Parcels greater than 1 indicates that the individual property to be surveyed occupies multiple tax parcels*

EXHIBIT 'B'

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
181	24	618 GARDEN ST	0905_181_24	1
181	25	616 GARDEN ST	0905_181_25	1
181	26	614 GARDEN ST.	0905_181_26	1
181	27	612 GARDEN ST	0905_181_27	1
181	28	610 GARDEN ST.	0905_181_28	1
181	29	608 GARDEN ST	0905_181_29	1
181	30	600-06 GARDEN ST	0905_181_30	1
182	31	742 GARDEN ST	0905_182_31	1
182	32	740 GARDEN ST	0905_182_32	1
182	33	738 GARDEN ST.	0905_182_33	1
182	34	736 GARDEN ST	0905_182_34	1
182	35	734 GARDEN ST.	0905_182_35	1
182	36	732 GARDEN ST.	0905_182_36	1
182	37	730 GARDEN ST	0905_182_37	1
182	38	728 GARDEN ST	0905_182_38	1
182	39	726 GARDEN ST	0905_182_39	1
182	40	724 GARDEN ST	0905_182_40	1
182	41	722 GARDEN ST	0905_182_41	1
182	42	720 GARDEN ST	0905_182_42	1
182	43	718 GARDEN ST	0905_182_43	1
182	44	716 GARDEN ST	0905_182_44	1
182	45	714 GARDEN ST	0905_182_45	1
182	46	712 GARDEN ST	0905_182_46	1
182	47	710 GARDEN ST	0905_182_47	1
182	48	708 GARDEN ST	0905_182_48	1
182	49	706 GARDEN ST	0905_182_49	1
182	50	704 GARDEN ST	0905_182_50	1
182	51	702 GARDEN ST	0905_182_51	1
182	52	700 GARDEN ST	0905_182_52	1
183	7	800 GARDEN ST	0905_183_7	1
183	8	802 GARDEN ST	0905_183_8	1
183	9	804 GARDEN ST	0905_183_9	1
183	10	806 GARDEN ST	0905_183_10	1
183	21	830-34 GARDEN ST	0905_183_21	1
183	22	828 GARDEN ST	0905_183_22	1
183	23	826 GARDEN ST	0905_183_23	1
183	24	824 GARDEN ST.	0905_183_24	1
183	25	822 GARDEN ST	0905_183_25	1
183	26	820 GARDEN ST.	0905_183_26	1
183	28	816 GARDEN ST	0905_183_28	2
183	29	814 GARDEN ST	0905_183_29	1
183	30	812 GARDEN ST	0905_183_30	1
183	31	810 GARDEN ST	0905_183_31	1
183	32	808 GARDEN ST	0905_183_32	1
184	26	936 GARDEN ST	0905_184_26	1
184	27	934 GARDEN ST	0905_184_27	1

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EXHIBIT 'B'

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
184	28	932 GARDEN ST	0905_184_28	1
184	29	930 GARDEN ST.	0905_184_29	1
184	30	928 GARDEN ST	0905_184_30	1
184	31	926 GARDEN ST	0905_184_31	1
184	32.01	924 GARDEN ST	0905_184_32.01	1
184	33.01	916-22 GARDEN ST	0905_184_33.01	1
184	34	914 GARDEN ST	0905_184_34	1
184	35	912 GARDEN ST	0905_184_35	1
184	36	910 GARDEN ST	0905_184_36	1
184	37	908 GARDEN ST	0905_184_37	1
184	38	906 GARDEN ST	0905_184_38	1
184	39	904 GARDEN ST	0905_184_39	1
184	40	902 GARDEN ST	0905_184_40	1
184	41	900 GARDEN ST	0905_184_41	1
185	25	1038 GARDEN ST	0905_185_25	1
185	26	1036 GARDEN ST	0905_185_26	1
185	27	1034 GARDEN ST	0905_185_27	1
185	28	1032 GARDEN ST	0905_185_28	1
185	29	1030 GARDEN ST	0905_185_29	1
185	30	1028 GARDEN ST	0905_185_30	1
185	31	1026 GARDEN ST	0905_185_31	1
185	32	1024 GARDEN ST.	0905_185_32	1
185	33	1022 GARDEN ST.	0905_185_33	1
185	34	1020 GARDEN ST	0905_185_34	1
185	35	1018 GARDEN ST	0905_185_35	1
185	36	1016 GARDEN ST	0905_185_36	1
185	37	1014 GARDEN ST	0905_185_37	1
185	38	1012 GARDEN ST	0905_185_38	1
185	39	1010 GARDEN ST	0905_185_39	1
185	40	1008 GARDEN ST	0905_185_40	1
185	41	1006 GARDEN ST	0905_185_41	1
185	42	1004 GARDEN ST.	0905_185_42	1
185	43.01	1000 GARDEN ST	0905_185_43.01	1
188	15	131-33 GARDEN ST	0905_188_15	1
190	1	301-21 GARDEN ST	0905_190_1	1
190	31	300 BLOOMFIELD ST	0905_190_31	1
191	1	400-414 BLOOMFIELD ST	0905_191_1	1
191.01	1	400-422 GARDEN ST	0905_191.01_1	1
192	1	166 FIFTH ST.	0905_192_1	1
192	6	507 GARDEN ST	0905_192_6	1
192	7	509 GARDEN ST	0905_192_7	1
192	8	511 GARDEN ST.	0905_192_8	1
192	9	513 GARDEN ST	0905_192_9	1
192	10	515 GARDEN ST	0905_192_10	1
192	11	517 GARDEN ST	0905_192_11	1
192	12	519 GARDEN ST	0905_192_12	1

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EXHIBIT 'B'

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
192	13	521 GARDEN ST	0905_192_13	1
192	14	523 GARDEN ST	0905_192_14	1
192	15	525 GARDEN ST	0905_192_15	1
192	16	527 GARDEN ST	0905_192_16	1
192	17	529 GARDEN ST	0905_192_17	1
192	18	531 GARDEN ST	0905_192_18	1
192	19	533 GARDEN ST	0905_192_19	1
192	20	535 GARDEN ST.	0905_192_20	1
192	21	537 GARDEN ST.	0905_192_21	1
192	24	536 BLOOMFIELD ST	0905_192_24	1
192	25	534 BLOOMFIELD ST	0905_192_25	1
192	26	532 BLOOMFIELD ST.	0905_192_26	1
192	27	530 BLOOMFIELD ST	0905_192_27	1
192	28	528 BLOOMFIELD ST	0905_192_28	1
192	29	526 BLOOMFIELD ST	0905_192_29	1
192	30	524 BLOOMFIELD ST	0905_192_30	1
192	31	522 BLOOMFIELD ST	0905_192_31	1
192	32	520 BLOOMFIELD ST	0905_192_32	1
192	33	518 BLOOMFIELD ST	0905_192_33	1
192	34	516 BLOOMFIELD ST	0905_192_34	1
192	35	514 BLOOMFIELD ST	0905_192_35	1
192	36	512 BLOOMFIELD ST	0905_192_36	1
192	37	510 BLOOMFIELD ST	0905_192_37	1
192	38	508 BLOOMFIELD ST.	0905_192_38	1
192	39	506 BLOOMFIELD ST	0905_192_39	1
192	40	504 BLOOMFIELD ST.	0905_192_40	1
192	41	502 BLOOMFIELD ST	0905_192_41	1
192	42	500 BLOOMFIELD ST.	0905_192_42	1
193	1	170 SIXTH ST	0905_193_1	1
193	7	605 GARDEN ST.	0905_193_7	1
193	8	607 GARDEN ST	0905_193_8	1
193	9	609 GARDEN ST.	0905_193_9	1
193	10	611 GARDEN ST	0905_193_10	1
193	11	613 GARDEN ST	0905_193_11	1
193	12	615 GARDEN ST.	0905_193_12	1
193	13	617 GARDEN ST	0905_193_13	1
193	14	619 GARDEN ST.	0905_193_14	1
193	15	621 GARDEN ST	0905_193_15	1
193	16	623 GARDEN ST	0905_193_16	1
193	17	625 GARDEN ST.	0905_193_17	1
193	18	627 GARDEN ST	0905_193_18	1
193	19	629 GARDEN ST	0905_193_19	1
193	20	631 GARDEN ST.	0905_193_20	1
193	21	633 GARDEN ST	0905_193_21	1
193	22	635 GARDEN ST	0905_193_22	1
193	23	637-639 GARDEN ST	0905_193_23	2

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EXHIBIT 'B'

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
193	24.02	641 GARDEN ST	0905_193_24.02	1
193	25	643 GARDEN ST	0905_193_25	1
193	26	645 GARDEN ST	0905_193_26	1
193	27	647 GARDEN ST	0905_193_27	1
193	31.02	640 BLOOMFIELD ST	0905_193_31.02	1
193	32	638 BLOOMFIELD ST	0905_193_32	1
193	33	636 BLOOMFIELD ST	0905_193_33	1
193	34	634 BLOOMFIELD ST	0905_193_34	1
193	35	632 BLOOMFIELD ST.	0905_193_35	1
193	36	630 BLOOMFIELD ST	0905_193_36	1
193	37	628 BLOOMFIELD ST	0905_193_37	1
193	38	626 BLOOMFIELD ST	0905_193_38	1
193	39	624 BLOOMFIELD ST.	0905_193_39	1
193	40.01	622 BLOOMFIELD ST	0905_193_40.01	1
193	40.02	620 BLOOMFIELD ST	0905_193_40.02	1
193	41	618 BLOOMFIELD ST	0905_193_41	1
193	42	616 BLOOMFIELD ST	0905_193_42	1
193	43	614 BLOOMFIELD ST.	0905_193_43	1
193	44	612 BLOOMFIELD ST	0905_193_44	1
193	45	610 BLOOMFIELD ST	0905_193_45	1
193	46	608 BLOOMFIELD ST	0905_193_46	1
193	47	606 BLOOMFIELD ST	0905_193_47	1
193	48	604 BLOOMFIELD ST	0905_193_48	1
193	49.02	150 SIXTH ST	0905_193_49.02	1
194	7	705 GARDEN ST	0905_194_7	1
194	8	707 GARDEN ST	0905_194_8	1
194	9	709 GARDEN ST	0905_194_9	1
194	10	711 GARDEN ST	0905_194_10	1
194	11	713 GARDEN ST	0905_194_11	1
194	12	715 GARDEN ST.	0905_194_12	1
194	13	717 GARDEN ST.	0905_194_13	1
194	14	719 GARDEN ST	0905_194_14	1
194	15	721 GARDEN ST	0905_194_15	1
194	16	723 GARDEN ST	0905_194_16	1
194	17	725 GARDEN ST.	0905_194_17	1
194	18	727 GARDEN ST	0905_194_18	1
194	19	729 GARDEN ST	0905_194_19	1
194	20	731-733 GARDEN ST	0905_194_20	2
194	22	737 GARDEN ST	0905_194_22	1
194	23	739-41 GARDEN ST	0905_194_23	2
194	29.01	155 EIGHTH ST	0905_194_29.01	1
194	29.02	738 BLOOMFIELD ST.	0905_194_29.02	1
194	29.03	736 BLOOMFIELD ST	0905_194_29.03	1
194	29.04	734 BLOOMFIELD ST	0905_194_29.04	1
194	30	732 BLOOMFIELD ST	0905_194_30	1
194	31	730 BLOOMFIELD ST	0905_194_31	1

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EXHIBIT 'B'

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
194	32	728 BLOOMFIELD ST	0905_194_32	1
194	33	726 BLOOMFIELD ST	0905_194_33	1
194	34	724 BLOOMFIELD ST	0905_194_34	1
194	35	722 BLOOMFIELD ST	0905_194_35	1
194	36	720 BLOOMFIELD ST	0905_194_36	1
194	37	718 BLOOMFIELD ST	0905_194_37	1
194	38	716 BLOOMFIELD ST.	0905_194_38	1
194	39	714 BLOOMFIELD ST	0905_194_39	1
194	40	712 BLOOMFIELD ST	0905_194_40	1
194	41	710 BLOOMFIELD ST	0905_194_41	1
194	42	708 BLOOMFIELD ST	0905_194_42	1
194	43	706 BLOOMFIELD ST.	0905_194_43	1
194	44	704 BLOOMFIELD ST	0905_194_44	1
194	45	702 BLOOMFIELD ST.	0905_194_45	1
194	46.01	700 BLOOMFIELD ST.	0905_194_46.01	1
195	1.01	801 GARDEN ST	0905_195_1.01	1
195	1.02	803 GARDEN ST	0905_195_1.02	1
195	1.03	805 GARDEN ST	0905_195_1.03	1
195	4	807 GARDEN ST	0905_195_4	1
195	5	811 GARDEN ST.	0905_195_5	1
195	6	813 GARDEN ST	0905_195_6	1
195	7	815 GARDEN ST	0905_195_7	1
195	8	817 GARDEN ST	0905_195_8	1
195	9	819 GARDEN ST	0905_195_9	1
195	10	821 GARDEN ST	0905_195_10	1
195	11	823 GARDEN ST.	0905_195_11	1
195	12	825 GARDEN ST	0905_195_12	1
195	13	827 GARDEN ST	0905_195_13	1
195	14	829 GARDEN ST	0905_195_14	1
195	15	831 GARDEN ST	0905_195_15	1
195	16	833 GARDEN ST	0905_195_16	1
195	17	835 GARDEN ST.	0905_195_17	1
195	18	837 GARDEN ST.	0905_195_18	1
195	19	839 GARDEN ST	0905_195_19	1
195	20	841 GARDEN ST	0905_195_20	1
195	21	843 GARDEN ST	0905_195_21	1
195	22	845 GARDEN ST	0905_195_22	1
195	23	847 GARDEN ST	0905_195_23	1
195	24	849 GARDEN ST	0905_195_24	1
195	28	840 BLOOMFIELD ST	0905_195_28	1
195	29	838 BLOOMFIELD ST	0905_195_29	1
195	30	836 BLOOMFIELD ST	0905_195_30	1
195	31	834 BLOOMFIELD ST	0905_195_31	1
195	32	832 BLOOMFIELD ST	0905_195_32	1
195	33	830 BLOOMFIELD ST	0905_195_33	1
195	34	828 BLOOMFIELD ST	0905_195_34	1

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EXHIBIT 'B'

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
195	35	826 BLOOMFIELD ST	0905_195_35	1
195	36	824 BLOOMFIELD ST	0905_195_36	1
195	37	822 BLOOMFIELD ST	0905_195_37	1
195	38	820 BLOOMFIELD ST.	0905_195_38	1
195	39	818 BLOOMFIELD ST	0905_195_39	1
195	40	816 BLOOMFIELD ST	0905_195_40	1
195	41	814 BLOOMFIELD ST	0905_195_41	1
195	42	812 BLOOMFIELD ST	0905_195_42	1
195	43	810 BLOOMFIELD ST.	0905_195_43	1
195	44	808 BLOOMFIELD ST	0905_195_44	1
195	45	806 BLOOMFIELD ST	0905_195_45	1
195	46	804 BLOOMFIELD ST	0905_195_46	1
195	47	802 BLOOMFIELD ST	0905_195_47	1
195	48	800 BLOOMFIELD ST.	0905_195_48	1
196	1	901 GARDEN ST	0905_196_1	1
196	2	903 GARDEN ST	0905_196_2	1
196	3	905 GARDEN ST.	0905_196_3	1
196	4	907 GARDEN ST	0905_196_4	1
196	7	909 GARDEN ST	0905_196_7	1
196	8	911 GARDEN ST.	0905_196_8	1
196	9.01	913 GARDEN ST.	0905_196_9.01	1
196	9.02	915 GARDEN ST.	0905_196_9.02	1
196	10	917-919 GARDEN ST	0905_196_10	1
196	11	921 GARDEN ST	0905_196_11	1
196	12	923 GARDEN ST	0905_196_12	1
196	13	925 GARDEN ST	0905_196_13	1
196	14	927 GARDEN ST	0905_196_14	1
196	15	929 GARDEN ST	0905_196_15	1
196	16	931 GARDEN ST	0905_196_16	1
196	17	933 GARDEN ST	0905_196_17	1
196	18	935 GARDEN ST	0905_196_18	1
196	19	937 GARDEN ST.	0905_196_19	1
196	20	939 GARDEN ST	0905_196_20	1
196	21	941 GARDEN ST	0905_196_21	1
196	27	946 BLOOMFIELD ST.	0905_196_27	1
196	28	944 BLOOMFIELD ST	0905_196_28	1
196	29	942 BLOOMFIELD ST	0905_196_29	1
196	30	940 BLOOMFIELD ST	0905_196_30	1
196	31	938 BLOOMFIELD ST	0905_196_31	1
196	32	936 BLOOMFIELD ST	0905_196_32	1
196	33	934 BLOOMFIELD ST	0905_196_33	1
196	34	932 BLOOMFIELD ST	0905_196_34	1
196	35	930 BLOOMFIELD ST	0905_196_35	1
196	36.01	928 BLOOMFIELD ST	0905_196_36.01	1
196	36.02	926 BLOOMFIELD ST	0905_196_36.02	1
196	37	924 BLOOMFIELD ST	0905_196_37	1

*Total Parcels greater than 1 indicates that the individual property to be surveyed occupies multiple tax parcels

EXHIBIT 'B'

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
196	38	922 BLOOMFIELD ST	0905_196_38	1
196	39	920 BLOOMFIELD ST.	0905_196_39	1
196	40	918 BLOOMFIELD ST	0905_196_40	1
196	41	916 BLOOMFIELD ST	0905_196_41	1
196	42	914 BLOOMFIELD ST	0905_196_42	1
196	43	912 BLOOMFIELD ST	0905_196_43	1
196	44	910 BLOOMFIELD ST	0905_196_44	1
196	45	908 BLOOMFIELD ST	0905_196_45	1
196	46	906 BLOOMFIELD ST.	0905_196_46	1
196	47	904 BLOOMFIELD ST	0905_196_47	1
196	48	902 BLOOMFIELD ST	0905_196_48	1
196	49	900 BLOOMFIELD ST	0905_196_49	1
197	1	1001 GARDEN ST	0905_197_1	1
197	4.01	1003 GARDEN ST	0905_197_4.01	1
197	4.02	1005 GARDEN ST	0905_197_4.02	1
197	4.03	1007 GARDEN ST	0905_197_4.03	1
197	4.04	1009 GARDEN ST.	0905_197_4.04	1
197	4.05	1011 GARDEN ST	0905_197_4.05	1
197	5	1013 GARDEN ST.	0905_197_5	1
197	6	1015 GARDEN ST	0905_197_6	1
197	7	1017 GARDEN ST	0905_197_7	1
197	8	1019 GARDEN ST	0905_197_8	1
197	9	1021 GARDEN ST	0905_197_9	1
197	10	1023 GARDEN ST	0905_197_10	1
197	11	1025 GARDEN ST	0905_197_11	1
197	12	1027 GARDEN ST.	0905_197_12	1
197	13	1029 GARDEN ST	0905_197_13	1
197	14	1031 GARDEN ST	0905_197_14	1
197	15	1033 GARDEN ST.	0905_197_15	1
197	16	1035 GARDEN ST	0905_197_16	1
197	17	1037 GARDEN ST	0905_197_17	1
197	18	169 ELEVENTH ST	0905_197_18	1
197	21	1042 BLOOMFIELD ST	0905_197_21	1
197	22	1040 BLOOMFIELD ST	0905_197_22	1
197	23	1038 BLOOMFIELD ST.	0905_197_23	1
197	24	1036 BLOOMFIELD ST	0905_197_24	1
197	25	1034 BLOOMFIELD ST	0905_197_25	1
197	26	1032 BLOOMFIELD ST	0905_197_26	1
197	27	1030 BLOOMFIELD ST	0905_197_27	1
197	28	1028 BLOOMFIELD ST	0905_197_28	1
197	29	1026 BLOOMFIELD ST	0905_197_29	1
197	30	1024 BLOOMFIELD ST	0905_197_30	1
197	31	1022 BLOOMFIELD ST	0905_197_31	1
197	32	1020 BLOOMFIELD ST	0905_197_32	1
197	33	1018 BLOOMFIELD ST.	0905_197_33	1
197	34	1016 BLOOMFIELD ST	0905_197_34	1

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EXHIBIT 'B'

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
197	35	1014 BLOOMFIELD ST	0905_197_35	1
197	36	1012 BLOOMFIELD ST	0905_197_36	1
197	37	1010 BLOOMFIELD ST	0905_197_37	1
197	38	1008 BLOOMFIELD ST	0905_197_38	1
197	39	1006 BLOOMFIELD ST.	0905_197_39	1
197	40	1004 BLOOMFIELD ST	0905_197_40	1
197	41	1002 BLOOMFIELD ST	0905_197_41	1
197	42	1000 BLOOMFIELD ST	0905_197_42	1
198	1.01	55-85 BLOOMFIELD ST	0905_198_1.01	1
198	2	Part of 55-85 Bloomfield	0905_198_2	1
198	2.01	Observer and Washington	0905_198_2.01	2
198	3	Part of 55-85 Bloomfield	0905_198_3	1
198	4	63 BLOOMFIELD ST	0905_198_4	1
198	5	Part of 55-85 Bloomfield	0905_198_5	1
198	6	Part of 55-85 Bloomfield	0905_198_6	1
198	7	Part of 55-85 Bloomfield	0905_198_7	1
198	8	Part of 55-85 Bloomfield	0905_198_8	1
198	9	Part of 55-85 Bloomfield	0905_198_9	1
198	10.01	75 BLOOMFIELD ST	0905_198_10.01	1
198	10.02	Part of 55-85 Bloomfield	0905_198_10.02	1
198	11	111 NEWARK ST	0905_198_11	1
198	12	82-84 WASHINGTON ST.	0905_198_12	1
198	13.01	80 WASHINGTON ST	0905_198_13.01	1
198	14.01	74-76 WASHINGTON ST	0905_198_14.01	1
198	15	Part of 58-72 Washington	0905_198_15	1
198	16	Part of 58-72 Washington	0905_198_16	1
198	17	Part of 58-72 Washington	0905_198_17	1
198	18	Part of 58-72 Washington	0905_198_18	1
198	19	Part of 58-72 Washington	0905_198_19	1
198	20	Part of 58-72 Washington	0905_198_20	1
198	21	Part of 58-72 Washington	0905_198_21	1
198	22	Part of 58-72 Washington	0905_198_22	1
199	1	94 WASHINGTON ST	0905_199_1	1
200	21.02	130 WASHINGTON ST	0905_200_21.02	1
200	22	132-34 WASHINGTON ST	0905_200_22	1
200	23	128 WASHINGTON ST	0905_200_23	1
200	24	124-126 WASHINGTON ST.	0905_200_24	1
200	25	120-122 WASHINGTON ST.	0905_200_25	1
200	26	118 WASHINGTON ST	0905_200_26	1
200	27	116 WASHINGTON ST.	0905_200_27	1
200	28	114 WASHINGTON ST.	0905_200_28	1
200	29	112 WASHINGTON ST	0905_200_29	1
200	30	110 WASHINGTON ST	0905_200_30	1
200	31	108 WASHINGTON ST.	0905_200_31	1
200	32	106 WASHINGTON ST	0905_200_32	1
200	33.01	102 WASHINGTON ST	0905_200_33.01	1

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EXHIBIT 'B'

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
200	34	100 WASHINGTON ST	0905_200_34	1
201	7	213 BLOOMFIELD ST	0905_201_7	1
201	10	218 WASHINGTON ST	0905_201_10	1
201	12	223 BLOOMFIELD ST	0905_201_12	1
201	13	226-28 WASHINGTON ST	0905_201_13	1
201	19	232 WASHINGTON ST	0905_201_19	2
201	21	230 WASHINGTON ST	0905_201_21	1
201	22	220 WASHINGTON ST	0905_201_22	1
201	23	216 WASHINGTON ST.	0905_201_23	1
201	24	214 WASHINGTON ST	0905_201_24	1
201	25	208-212 WASHINGTON ST.	0905_201_25	1
201	26	204-206 WASHINGTON ST.	0905_201_26	1
201	27	202 WASHINGTON ST	0905_201_27	1
201	28_B01	200 WASHINGTON ST	0905_201_28_B01	1
202	6	308-10 WASHINGTON ST	0905_202_6	4
202	11.02	316 WASHINGTON ST	0905_202_11.02	1
202	19	334 WASHINGTON ST	0905_202_19	2
202	21	332 WASHINGTON ST	0905_202_21	1
202	22	330 WASHINGTON ST	0905_202_22	1
202	23	326-328 WASHINGTON ST	0905_202_23	1
202	24	324 WASHINGTON ST	0905_202_24	1
202	25	322 WASHINGTON ST.	0905_202_25	1
202	26	320 WASHINGTON ST.	0905_202_26	1
202	27	318 WASHINGTON ST.	0905_202_27	1
202	28	314 WASHINGTON ST	0905_202_28	1
202	29	312 WASHINGTON ST	0905_202_29	1
202	32	306 WASHINGTON ST	0905_202_32	1
202	33	304 WASHINGTON ST.	0905_202_33	1
202	34	302 WASHINGTON ST.	0905_202_34	1
202	35	300 WASHINGTON ST	0905_202_35	1
203	14.01	422 WASHINGTON ST	0905_203_14.01	1
203	14.02	420 WASHINGTON ST	0905_203_14.02	1
203	15	418 WASHINGTON ST	0905_203_15	1
203	16	416 WASHINGTON ST	0905_203_16	1
203	17	410 WASHINGTON ST	0905_203_17	1
203	18	408 WASHINGTON ST	0905_203_18	1
203	19	406 WASHINGTON ST	0905_203_19	1
203	20	404 WASHINGTON ST	0905_203_20	1
203	21	402 WASHINGTON ST	0905_203_21	1
203	22	400 WASHINGTON ST	0905_203_22	1
204	1	501 BLOOMFIELD ST	0905_204_1	1
204	2.01	503 BLOOMFIELD ST	0905_204_2.01	1
204	3	505 BLOOMFIELD ST	0905_204_3	1
204	4	507 BLOOMFIELD ST	0905_204_4	1
204	5	509 BLOOMFIELD ST	0905_204_5	1
204	6	511 BLOOMFIELD ST	0905_204_6	1

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EXHIBIT 'B'

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
204	7	513 BLOOMFIELD ST	0905_204_7	1
204	8	515 BLOOMFIELD ST	0905_204_8	1
204	9	517 BLOOMFIELD ST	0905_204_9	1
204	10	519 BLOOMFIELD ST	0905_204_10	1
204	11	521 BLOOMFIELD ST	0905_204_11	1
204	12	523 BLOOMFIELD ST	0905_204_12	1
204	13	525 BLOOMFIELD ST	0905_204_13	1
204	14	527 BLOOMFIELD ST	0905_204_14	1
204	15	529 BLOOMFIELD ST	0905_204_15	1
204	16	531 BLOOMFIELD ST	0905_204_16	1
204	17	533 BLOOMFIELD ST	0905_204_17	1
204	18	535 BLOOMFIELD ST	0905_204_18	1
204	20	539 BLOOMFIELD ST	0905_204_20	1
204	21	541 BLOOMFIELD ST	0905_204_21	1
204	22	543-545 BLOOMFIELD ST	0905_204_22	1
204	23	107 SIXTH ST	0905_204_23	1
204	24.01	538 WASHINGTON ST	0905_204_24.01	1
204	24.02	536 WASHINGTON ST	0905_204_24.02	1
204	25	532-34 WASHINGTON ST	0905_204_25	1
204	26	530 WASHINGTON ST.	0905_204_26	1
204	27	528 WASHINGTON ST.	0905_204_27	1
204	28	526 WASHINGTON ST	0905_204_28	1
204	29	524 WASHINGTON ST.	0905_204_29	1
204	30	522 WASHINGTON ST.	0905_204_30	1
204	31	520 WASHINGTON ST.	0905_204_31	1
204	32	518 WASHINGTON ST	0905_204_32	1
204	33	516 WASHINGTON ST	0905_204_33	1
204	34	514 WASHINGTON ST	0905_204_34	1
204	35	512 WASHINGTON ST	0905_204_35	1
204	36	510 WASHINGTON ST.	0905_204_36	1
204	37	508 WASHINGTON ST	0905_204_37	1
204	38	506 WASHINGTON ST	0905_204_38	1
204	39.02	504 WASHINGTON ST.	0905_204_39.02	1
204	39.03	502 WASHINGTON ST.	0905_204_39.03	1
204	39.04	500 WASHINGTON ST	0905_204_39.04	1
205	1	601 BLOOMFIELD ST	0905_205_1	1
205	2	603 BLOOMFIELD ST	0905_205_2	1
205	3	605 BLOOMFIELD ST	0905_205_3	1
205	4	106 SIXTH ST	0905_205_4	1
205	5	607 BLOOMFIELD ST	0905_205_5	1
205	6	609 BLOOMFIELD ST	0905_205_6	1
205	7	611 BLOOMFIELD ST	0905_205_7	1
205	8	613 BLOOMFIELD ST.	0905_205_8	1
205	9	615 BLOOMFIELD ST.	0905_205_9	1
205	10	617 BLOOMFIELD ST	0905_205_10	1
205	11	619 BLOOMFIELD ST	0905_205_11	1

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EXHIBIT 'B'

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
205	12	621 BLOOMFIELD ST	0905_205_12	1
205	13	623 BLOOMFIELD ST	0905_205_13	1
205	14	625 BLOOMFIELD ST	0905_205_14	1
205	15	627 BLOOMFIELD ST	0905_205_15	1
205	16	629 BLOOMFIELD ST	0905_205_16	1
205	17	631 BLOOMFIELD ST	0905_205_17	1
205	18	633 BLOOMFIELD ST.	0905_205_18	1
205	19	635 BLOOMFIELD ST	0905_205_19	1
205	20	637 BLOOMFIELD ST	0905_205_20	1
205	21	639 BLOOMFIELD ST	0905_205_21	1
205	22	641 BLOOMFIELD ST	0905_205_22	1
205	25.01	644 WASHINGTON ST	0905_205_25.01	1
205	25.02	642 WASHINGTON ST	0905_205_25.02	1
205	26	640 WASHINGTON ST	0905_205_26	1
205	27	638 WASHINGTON ST	0905_205_27	1
205	28	636 WASHINGTON ST.	0905_205_28	1
205	29.01	634 WASHINGTON ST	0905_205_29.01	1
205	29.02	632 WASHINGTON ST	0905_205_29.02	1
205	30.01	630 WASHINGTON ST	0905_205_30.01	1
205	30.02	628 WASHINGTON ST	0905_205_30.02	1
205	31	626 WASHINGTON ST.	0905_205_31	1
205	32	624 WASHINGTON ST.	0905_205_32	1
205	33	622 WASHINGTON ST	0905_205_33	1
205	34	618-20 WASHINGTON ST	0905_205_34	2
205	36	616 WASHINGTON ST	0905_205_36	1
205	37	614 WASHINGTON ST	0905_205_37	1
205	38	612 WASHINGTON ST	0905_205_38	1
205	39	610 WASHINGTON ST	0905_205_39	1
205	40	608 WASHINGTON ST	0905_205_40	1
205	41	606 WASHINGTON ST	0905_205_41	1
205	42	604 WASHINGTON ST	0905_205_42	1
205	43	602 WASHINGTON ST	0905_205_43	1
205	44	600 WASHINGTON ST	0905_205_44	1
205	45	104 SIXTH ST	0905_205_45	1
206	1	112 SEVENTH ST/701 BLOOMF	0905_206_1	1
206	2	703 BLOOMFIELD ST.	0905_206_2	1
206	3	110 SEVENTH ST	0905_206_3	1
206	4	108 SEVENTH ST	0905_206_4	1
206	5	106 SEVENTH ST	0905_206_5	1
206	6	705 BLOOMFIELD ST.	0905_206_6	1
206	7	707 BLOOMFIELD ST	0905_206_7	1
206	8	709 BLOOMFIELD ST	0905_206_8	1
206	9	711 BLOOMFIELD ST	0905_206_9	1
206	10	713 BLOOMFIELD ST	0905_206_10	1
206	11	715 BLOOMFIELD ST	0905_206_11	1
206	12	717 BLOOMFIELD ST.	0905_206_12	1

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EXHIBIT 'B'

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
206	13	719 BLOOMFIELD ST	0905_206_13	1
206	14	721 BLOOMFIELD ST	0905_206_14	1
206	15	723 BLOOMFIELD ST	0905_206_15	1
206	16	725 BLOOMFIELD ST	0905_206_16	1
206	17	727 BLOOMFIELD ST	0905_206_17	1
206	18	729 BLOOMFIELD ST	0905_206_18	1
206	19	731 BLOOMFIELD ST.	0905_206_19	1
206	20	733 BLOOMFIELD ST	0905_206_20	1
206	21	735 BLOOMFIELD ST	0905_206_21	1
206	22	737 BLOOMFIELD ST	0905_206_22	1
206	23	739 BLOOMFIELD ST.	0905_206_23	1
206	24.01	740 WASHINGTON ST	0905_206_24.01	1
206	25	738 WASHINGTON ST	0905_206_25	1
206	26	736 WASHINGTON ST	0905_206_26	1
206	27	734 WASHINGTON ST	0905_206_27	1
206	28	732 WASHINGTON ST	0905_206_28	1
206	29	730 WASHINGTON ST	0905_206_29	1
206	30	728 WASHINGTON ST.	0905_206_30	1
206	31	726 WASHINGTON ST	0905_206_31	1
206	32	722-724 WASHINGTON ST	0905_206_32	1
206	33	720 WASHINGTON ST	0905_206_33	1
206	34	718 WASHINGTON ST	0905_206_34	1
206	35	716 WASHINGTON ST	0905_206_35	1
206	36	714 WASHINGTON ST	0905_206_36	1
206	37	712 WASHINGTON ST.	0905_206_37	1
206	38	710 WASHINGTON ST	0905_206_38	1
206	39	708 WASHINGTON ST.	0905_206_39	1
206	40	706 WASHINGTON ST	0905_206_40	1
206	41	704 WASHINGTON ST	0905_206_41	1
206	42.01	702 WASHINGTON ST.	0905_206_42.01	1
206	43	700 WASHINGTON ST.	0905_206_43	1
207	1.01	112 EIGHTH ST.	0905_207_1.01	1
207	1.02	110 EIGHTH ST	0905_207_1.02	1
207	1.03	805 BLOOMFIELD ST.	0905_207_1.03	1
207	2	108 EIGHTH ST	0905_207_2	1
207	3	106 EIGHTH ST	0905_207_3	1
207	4	807 BLOOMFIELD ST	0905_207_4	1
207	5	809 BLOOMFIELD ST.	0905_207_5	1
207	6	811 BLOOMFIELD ST	0905_207_6	1
207	7	813 BLOOMFIELD ST	0905_207_7	1
207	8	815 BLOOMFIELD ST	0905_207_8	1
207	9.01	817 BLOOMFIELD ST	0905_207_9.01	1
207	9.02	819 BLOOMFIELD ST	0905_207_9.02	1
207	9.03	821 BLOOMFIELD ST	0905_207_9.03	1
207	10	823 BLOOMFIELD ST	0905_207_10	1
207	11	827 BLOOMFIELD ST	0905_207_11	1

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EXHIBIT 'B'

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
207	12	833 BLOOMFIELD ST	0905_207_12	1
207	13	835 BLOOMFIELD ST	0905_207_13	1
207	14	837 BLOOMFIELD ST.	0905_207_14	1
207	15	839 BLOOMFIELD ST.	0905_207_15	1
207	16	841 BLOOMFIELD ST.	0905_207_16	1
207	17	843 BLOOMFIELD ST	0905_207_17	1
207	18	845 BLOOMFIELD ST	0905_207_18	1
207	19.01	834 WASHINGTON ST	0905_207_19.01	1
207	19.02	832 WASHINGTON ST	0905_207_19.02	1
207	20	830 WASHINGTON ST.	0905_207_20	1
207	21	828 WASHINGTON ST	0905_207_21	1
207	22	826 WASHINGTON ST	0905_207_22	1
207	23.01	824 WASHINGTON ST	0905_207_23.01	1
207	23.02	822 WASHINGTON ST.	0905_207_23.02	1
207	24.01	820 WASHINGTON ST	0905_207_24.01	1
207	24.02	818 WASHINGTON ST	0905_207_24.02	1
207	24.03	816 WASHINGTON ST	0905_207_24.03	1
207	24.04	814 WASHINGTON ST	0905_207_24.04	1
207	24.05	812 WASHINGTON ST	0905_207_24.05	1
207	24.06	810 WASHINGTON ST	0905_207_24.06	1
207	25	808 WASHINGTON ST	0905_207_25	1
207	26	806 WASHINGTON ST	0905_207_26	1
207	27	804 WASHINGTON ST.	0905_207_27	1
207	28	802 WASHINGTON ST.	0905_207_28	1
207	29	800 WASHINGTON ST	0905_207_29	1
207	31	827-831 BLOOMFIELD REAR	0905_207_31	1
208	1	901 BLOOMFIELD ST	0905_208_1	1
208	2.01	909 BLOOMFIELD ST	0905_208_2.01	1
208	2.02	911 BLOOMFIELD ST	0905_208_2.02	1
208	2.03	913 BLOOMFIELD ST	0905_208_2.03	1
208	3	915 BLOOMFIELD ST	0905_208_3	1
208	4.01	917 BLOOMFIELD ST	0905_208_4.01	1
208	4.02	919 BLOOMFIELD ST	0905_208_4.02	1
208	4.03	921 BLOOMFIELD ST	0905_208_4.03	1
208	5	923 BLOOMFIELD ST	0905_208_5	1
208	6	925 BLOOMFIELD ST	0905_208_6	1
208	7	927 BLOOMFIELD ST	0905_208_7	1
208	8	929 BLOOMFIELD ST	0905_208_8	1
208	9	931 BLOOMFIELD ST	0905_208_9	1
208	10	933 BLOOMFIELD ST.	0905_208_10	1
208	11	935 BLOOMFIELD ST	0905_208_11	1
208	12	937 BLOOMFIELD ST	0905_208_12	1
208	13	939 BLOOMFIELD ST	0905_208_13	1
208	14	941 BLOOMFIELD ST	0905_208_14	1
208	15	943 BLOOMFIELD ST	0905_208_15	1
208	16	945 BLOOMFIELD ST	0905_208_16	1

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EXHIBIT 'B'

Property List

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
208	17	947 BLOOMFIELD ST	0905_208_17	1
208	18	949 BLOOMFIELD ST	0905_208_18	1
208	19	951 BLOOMFIELD ST.	0905_208_19	1
208	20	953 BLOOMFIELD ST	0905_208_20	1
208	21	938 WASHINGTON ST	0905_208_21	1
208	22	936 WASHINGTON ST	0905_208_22	1
208	23	934 WASHINGTON ST	0905_208_23	1
208	24	932 WASHINGTON ST	0905_208_24	1
208	25	930 WASHINGTON ST	0905_208_25	1
208	26	928 WASHINGTON ST	0905_208_26	1
208	27	926 WASHINGTON ST	0905_208_27	1
208	28	924 WASHINGTON ST	0905_208_28	1
208	29.01	922 WASHINGTON ST.	0905_208_29.01	1
208	29.02	920 WASHINGTON ST	0905_208_29.02	1
208	30	918 WASHINGTON ST	0905_208_30	1
208	31	916 WASHINGTON ST	0905_208_31	1
208	32	914 WASHINGTON ST	0905_208_32	1
208	33	912 WASHINGTON ST	0905_208_33	1
208	34	910 WASHINGTON ST	0905_208_34	1
208	35	908 WASHINGTON ST	0905_208_35	1
208	36	906 WASHINGTON ST	0905_208_36	1
208	37	902-904 WASHINGTON ST	0905_208_37	1
208	38	900 WASHINGTON ST	0905_208_38	1
209	1	1001 BLOOMFIELD ST	0905_209_1	1
209	2.01	1003 BLOOMFIELD ST	0905_209_2.01	1
209	2.02	1005 BLOOMFIELD ST.	0905_209_2.02	1
209	2.03	1007 BLOOMFIELD ST	0905_209_2.03	1
209	2.04	1009 BLOOMFIELD ST	0905_209_2.04	1
209	2.05	1011 BLOOMFIELD ST	0905_209_2.05	1
209	3	1013 BLOOMFIELD ST	0905_209_3	1
209	4	1015 BLOOMFIELD ST	0905_209_4	1
209	5	1017 BLOOMFIELD ST	0905_209_5	1
209	6	1019 BLOOMFIELD ST	0905_209_6	1
209	7	1021 BLOOMFIELD ST	0905_209_7	1
209	8	1023 BLOOMFIELD ST	0905_209_8	1
209	9	1025 BLOOMFIELD ST	0905_209_9	1
209	10	1027 BLOOMFIELD ST	0905_209_10	1
209	11	1029 BLOOMFIELD ST.	0905_209_11	1
209	12	1031 BLOOMFIELD ST.	0905_209_12	1
209	13	1033 BLOOMFIELD ST	0905_209_13	1
209	14	1035 BLOOMFIELD ST	0905_209_14	1
209	15.01	1037 BLOOMFIELD ST.	0905_209_15.01	1
209	15.02	1039 BLOOMFIELD ST.	0905_209_15.02	1
209	16	1041 BLOOMFIELD ST	0905_209_16	1
209	17	1043 BLOOMFIELD ST	0905_209_17	1
209	18	1045 BLOOMFIELD ST.	0905_209_18	1

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EXHIBIT 'B'

Propert List

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
209	19	1036 WASHINGTON ST	0905_209_19	1
209	20	1034 WASHINGTON ST	0905_209_20	1
209	21	1032 WASHINGTON ST	0905_209_21	1
209	22.01	1030 WASHINGTON ST	0905_209_22.01	1
209	22.02	1028 WASHINGTON ST	0905_209_22.02	1
209	23	1026 WASHINGTON ST	0905_209_23	1
209	24	1024 WASHINGTON ST	0905_209_24	1
209	25	1018-1020 WASHINGTON ST	0905_209_25	2
209	27	1016 WASHINGTON ST	0905_209_27	1
209	28	1014 WASHINGTON ST.	0905_209_28	1
209	29	1012 WASHINGTON ST	0905_209_29	1
209	30.01	1010 WASHINGTON ST	0905_209_30.01	1
209	30.02	1008 WASHINGTON ST.	0905_209_30.02	1
209	31	1006 WASHINGTON ST.	0905_209_31	1
209	32	1004 WASHINGTON ST	0905_209_32	1
209	33	1002 WASHINGTON ST	0905_209_33	1
209	34	1000 WASHINGTON ST.	0905_209_34	1
210	1	51-83 WASHINGTON ST	0905_210_1	6
210	7.01	59 WASHINGTON ST	0905_210_7.01	4
210	10	59 WASHINGTON ST	0905_210_10	7
210.01	17	57 NEWARK ST	0905_210.01_17	2
210.01	19	80-84 HUDSON ST	0905_210.01_19	1
210.01	20	76-78 HUDSON ST	0905_210.01_20	2
210.01	22	74 HUDSON ST.	0905_210.01_22	1
210.01	23	72 HUDSON ST	0905_210.01_23	1
210.01	24	68-70 HUDSON ST	0905_210.01_24	1
210.01	25	66 HUDSON ST.	0905_210.01_25	1
210.01	26	60-64 HUDSON ST	0905_210.01_26	2
210.01	28	52-58 HUDSON ST	0905_210.01_28	2
211	1.01	89-91 WASHINGTON ST	0905_211_1.01	2
211	2	93 WASHINGTON ST	0905_211_2	1
211	3	95 WASHINGTON ST	0905_211_3	1
211	4	97 WASHINGTON ST	0905_211_4	1
211	5.01	99 WASHINGTON ST	0905_211_5.01	1
211	5.02	59-61 FIRST ST	0905_211_5.02	1
211.01	6	55 FIRST ST	0905_211.01_6	1
211.01	7	96 HUDSON ST	0905_211.01_7	1
211.01	8.01	94 HUDSON ST	0905_211.01_8.01	1
211.01	8.02	92 HUDSON ST	0905_211.01_8.02	1
211.01	9	90 HUDSON ST.	0905_211.01_9	1
211.01	10	50-54 NEWARK ST	0905_211.01_10	3
211.01	13	56 NEWARK STREET	0905_211.01_13	1
211.01	14	58 NEWARK ST.	0905_211.01_14	1
212	1	101-105 WASHINGTON ST	0905_212_1	1
212	2	107-09 WASHINGTON ST	0905_212_2	1
212	3	111 WASHINGTON ST.	0905_212_3	1

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EXHIBIT 'B'

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
212	4	113 WASHINGTON/112 COURT	0905_212_4	1
212	5	115 WASHINGTON ST	0905_212_5	1
212	6	117 WASHINGTON ST.	0905_212_6	1
212	7	119 WASHINGTON ST	0905_212_7	1
212	8	121 WASHINGTON ST	0905_212_8	1
212	9	123 WASHINGTON ST	0905_212_9	1
212	10	125 WASHINGTON ST	0905_212_10	1
212	11	127 WASHINGTON ST	0905_212_11	1
212	12	129 WASHINGTON ST	0905_212_12	1
212	13	131 WASHINGTON ST.	0905_212_13	1
212	14	133 WASHINGTON ST.	0905_212_14	1
212	15	135 WASHINGTON ST.	0905_212_15	1
212.01	1	100 HUDSON ST.	0905_212.01_1	1
212.01	2	102 HUDSON ST	0905_212.01_2	1
212.01	3	104 HUDSON ST	0905_212.01_3	1
212.01	4	106-124 HUDSON ST	0905_212.01_4	11
212.01	12	126-134 HUDSON ST	0905_212.01_12	5
213	1	203 WASHINGTON ST	0905_213_1	1
213	3	205 WASHINGTON ST	0905_213_3	1
213	4	207 WASHINGTON ST.	0905_213_4	1
213	5	209-11 WASHINGTON ST	0905_213_5	1
213	6	213 WASHINGTON ST	0905_213_6	1
213	7.01	215-17 WASHINGTON ST	0905_213_7.01	1
213	7.02	219 WASHINGTON ST.	0905_213_7.02	1
213	8	221-23 WASHINGTON ST	0905_213_8	1
213	10	225 WASHINGTON ST	0905_213_10	1
213	11	227-29 WASHINGTON ST	0905_213_11	2
213	13	231 WASHINGTON ST	0905_213_13	1
213	14.01	233 WASHINGTON ST.	0905_213_14.01	1
213	15.01	235 WASHINGTON ST	0905_213_15.01	1
213	16.01	237 WASH ST&REAR233-35	0905_213_16.01	1
213.01	1.01	200 HUDSON ST	0905_213.01_1.01	1
213.01	1.02	56-58 SECOND ST	0905_213.01_1.02	2
213.01	2.01	202-204 HUDSON ST	0905_213.01_2.01	2
213.01	4	206 HUDSON ST	0905_213.01_4	1
213.01	5.01	208 HUDSON ST	0905_213.01_5.01	1
213.01	5.02	210 HUDSON ST.	0905_213.01_5.02	1
213.01	6	212-214 HUDSON ST.	0905_213.01_6	1
213.01	7	216 HUDSON ST.	0905_213.01_7	1
213.01	8	218 HUDSON ST	0905_213.01_8	1
213.01	9.01	220 HUDSON ST	0905_213.01_9.01	1
213.01	10	222 HUDSON ST	0905_213.01_10	1
213.01	11	224 HUDSON ST	0905_213.01_11	1
213.01	12	226 HUDSON ST.	0905_213.01_12	1
213.01	13	228 HUDSON ST	0905_213.01_13	1
213.01	14.01	230 HUDSON ST	0905_213.01_14.01	1

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EXHIBIT 'B'

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
213.01	14.02	232-234 HUDSON ST REAR230	0905_213.01_14.02	2
214	1.01	301-11 WASHINGTON ST.	0905_214_1.01	8
214	6	313-15 WASHINGTON ST	0905_214_6	1
214	7	317 WASHINGTON ST	0905_214_7	1
214	8	319 WASHINGTON ST	0905_214_8	1
214	9	321 WASHINGTON ST	0905_214_9	1
214	10	323 WASHINGTON ST	0905_214_10	1
214	11	325 WASHINGTON ST	0905_214_11	2
214	13	329 WASHINGTON ST	0905_214_13	2
214	15	333 WASHINGTON ST.	0905_214_15	1
214	16	335 WASHINGTON ST	0905_214_16	1
214	17	337 WASHINGTON ST.	0905_214_17	1
214.01	18.01	334 HUDSON ST	0905_214.01_18.01	1
214.01	18.02	57 FOURTH ST	0905_214.01_18.02	1
214.01	19	332 HUDSON ST	0905_214.01_19	1
214.01	20	330 HUDSON ST	0905_214.01_20	1
214.01	21	328 HUDSON ST	0905_214.01_21	1
214.01	22	326 HUDSON ST	0905_214.01_22	1
214.01	23	324 HUDSON ST	0905_214.01_23	1
214.01	24	322 HUDSON ST	0905_214.01_24	1
214.01	25	320 HUDSON ST	0905_214.01_25	1
214.01	26	318 HUDSON ST	0905_214.01_26	1
214.01	27	316 HUDSON ST	0905_214.01_27	1
214.01	28	314 HUDSON ST	0905_214.01_28	1
214.01	29	312 HUDSON ST	0905_214.01_29	1
214.01	30	310 HUDSON ST	0905_214.01_30	1
214.01	31	308 HUDSON ST	0905_214.01_31	1
214.01	32	306 HUDSON ST	0905_214.01_32	1
214.01	33	304 HUDSON ST	0905_214.01_33	1
214.01	34	300 HUDSON ST	0905_214.01_34	1
214.01	36	56 THIRD ST	0905_214.01_36	1
215	1	401-03 WASHINGTON ST	0905_215_1	2
215	3	405 WASH ST/ 404 COURT ST	0905_215_3	1
215	4	407 WASHINGTON ST	0905_215_4	1
215	5	409 WASHINGTON ST	0905_215_5	1
215	6	411 WASHINGTON ST	0905_215_6	1
215	7	413 WASHINGTON ST.	0905_215_7	1
215	8	415 WASHINGTON ST.	0905_215_8	1
215	9	417 WASHINGTON ST.	0905_215_9	1
215	10.01	419 WASHINGTON ST	0905_215_10.01	1
215	11.01	421 WASHINGTON ST.	0905_215_11.01	1
215	11.02	423 WASHINGTON ST	0905_215_11.02	1
215	11.03	425 WASHINGTON ST	0905_215_11.03	1
215.01	15	410-16 HUDSON ST	0905_215.01_15	1
216	1	501 WASHINGTON ST	0905_216_1	1
216	2.02	503 WASHINGTON ST	0905_216_2.02	1

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EXHIBIT 'B'

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
216	3	505 WASHINGTON ST.	0905_216_3	1
216	5.01	507 WASHINGTON ST	0905_216_5.01	1
216	6.01	509 WASHINGTON ST	0905_216_6.01	1
216	7	511 WASHINGTON ST	0905_216_7	1
216	8	513 WASHINGTON ST	0905_216_8	1
216	9	515 WASHINGTON ST	0905_216_9	1
216	10.01	517 WASHINGTON ST	0905_216_10.01	1
216	11.01	519 WASHINGTON ST	0905_216_11.01	1
216	12	521 WASHINGTON ST	0905_216_12	1
216	13	523 WASHINGTON ST.	0905_216_13	1
216	14	525 WASHINGTON ST	0905_216_14	1
216	15	527 WASHINGTON ST/526 COU	0905_216_15	1
216	16	529 WASHINGTON ST.	0905_216_16	1
216	17	531 WASHINGTON ST	0905_216_17	1
216	18.01	533 WASHINGTON ST.	0905_216_18.01	1
216	19.02	537 WASHINGTON ST	0905_216_19.02	1
216	19.03	535 WASHINGTON ST.	0905_216_19.03	1
216.01	37	500 HUDSON ST	0905_216.01_37	1
217	1	601-07 WASHINGTON ST	0905_217_1	1
217	2	609-11 WASHINGTON ST	0905_217_2	2
217	4	613-15 WASHINGTON ST	0905_217_4	1
217	5	617-23 WASHINGTON ST	0905_217_5	2
217	7	625 WASHINGTON ST	0905_217_7	1
217	8	627 WASHINGTON ST	0905_217_8	1
217	9	629 WASHINGTON ST	0905_217_9	1
217	10	631-33 WASHINGTON ST	0905_217_10	1
217	11.01	635 WASHINGTON ST.	0905_217_11.01	1
218	1	701-707 WASHINGTON ST	0905_218_1	1
218	3	709 WASHINGTON ST	0905_218_3	1
218	4	713 WASHINGTON ST	0905_218_4	1
218	5.01	715 WASHINGTON ST	0905_218_5.01	1
218	5.02	719-721 WASHINGTON ST	0905_218_5.02	1
218	6	723 WASHINGTON ST	0905_218_6	1
218	7	725 WASHINGTON ST	0905_218_7	1
218	8	727 WASHINGTON ST	0905_218_8	1
218	9	729 WASHINGTON ST	0905_218_9	1
218	10	731 WASHINGTON ST	0905_218_10	1
219	1	801 WASHINGTON ST	0905_219_1	1
219	2	803 WASHINGTON ST.	0905_219_2	1
219	3	805 WASHINGTON ST	0905_219_3	1
219	4	807 WASHINGTON ST	0905_219_4	1
219	5	809-811 WASHINGTON ST	0905_219_5	2
219	7	813 WASHINGTON ST	0905_219_7	1
219	8	815 WASHINGTON ST	0905_219_8	1
219	9	817 WASHINGTON ST	0905_219_9	1
219	10.01	819 WASHINGTON ST	0905_219_10.01	1

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EXHIBIT 'B'

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
219	10.02	821 WASHINGTON ST	0905_219_10.02	1
219	10.03	823 WASHINGTON ST	0905_219_10.03	1
219	10.04	825-27 WASHINGTON ST	0905_219_10.04	3
219	11	829 WASHINGTON ST	0905_219_11	1
219	25	802 HUDSON ST.	0905_219_25	1
219	26	800 HUDSON ST	0905_219_26	1
220	1	901 WASHINGTON ST	0905_220_1	1
220	2	903 WASHINGTON ST	0905_220_2	1
220	3	905 WASHINGTON ST	0905_220_3	1
220	4	907 WASHINGTON ST	0905_220_4	1
220	5	909 WASHINGTON ST	0905_220_5	1
220	6	911 WASHINGTON ST	0905_220_6	1
220	7	913 WASHINGTON ST	0905_220_7	1
220	8	915 WASHINGTON ST	0905_220_8	1
220	9	917 WASHINGTON ST	0905_220_9	1
220	10	919 WASHINGTON ST	0905_220_10	1
220	11	921 WASHINGTON ST	0905_220_11	1
220	12	923 WASHINGTON ST.	0905_220_12	1
220	13	925 WASHINGTON ST	0905_220_13	1
220	14	927 WASHINGTON ST	0905_220_14	1
220	15	929 WASHINGTON ST	0905_220_15	1
220	16	931 WASHINGTON ST.	0905_220_16	1
220	17	933 WASHINGTON ST	0905_220_17	1
220	18	935 WASHINGTON ST	0905_220_18	1
220	19	937 WASHINGTON ST	0905_220_19	1
220	20	939 WASHINGTON ST	0905_220_20	1
221	1	72 TENTH ST	0905_221_1	1
221	2.01	1007-11 WASHINGTON ST	0905_221_2.01	1
221	2.02	70 TENTH ST	0905_221_2.02	1
221	3	1013-19 WASHINGTON ST	0905_221_3	1
221	4	1021 WASHINGTON ST	0905_221_4	1
221	5	1023 WASHINGTON ST.	0905_221_5	1
221	6	1025 WASHINGTON ST	0905_221_6	1
221	7	1027 WASHINGTON ST	0905_221_7	1
221	8	1029 WASHINGTON ST	0905_221_8	1
221	9	1031 WASHINGTON ST	0905_221_9	1
221	10	1033 WASHINGTON ST	0905_221_10	1
221	11	1035 WASHINGTON ST	0905_221_11	1
221	12.01	1037 WASHINGTON ST	0905_221_12.01	1
221	12.02	1039 WASHINGTON ST	0905_221_12.02	2
222	1	77 HUDSON ST	0905_222_1	1
222	2	40-42 HUDSON PLACE	0905_222_2	1
222	3	79 HUDSON ST	0905_222_3	1
222	4	43-51 NEWARK ST	0905_222_4	1
222	5	33-41 NEWARK ST	0905_222_5	1
222	6	76-82 RIVER ST	0905_222_6	4

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EXHIBIT 'B'

Propert List

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
223	1.01	46 NEWARK ST	0905_223_1.01	2
223	1.03	44 NEWARK ST	0905_223_1.03	1
223	2	36-42 NEWARK ST	0905_223_2	4
223	6.01	30-34 NEWARK / 92 RIVER	0905_223_6.01	3
223	7.01	93-95 HUDSON ST	0905_223_7.01	1
223	7.02	92 RIVER ST	0905_223_7.02	1
223	8	94 RIVER ST	0905_223_8	1
223	9	96 RIVER ST.	0905_223_9	1
223	10.01	41-43 FIRST ST	0905_223_10.01	1
224	1	38-40 FIRST ST	0905_224_1	1
224	2	112-34 RIVER ST	0905_224_2	1
225	1	215 HUDSON ST/200 RIVER	0905_225_1	1
225	2	210-222 RIVER ST	0905_225_2	1
225	3	224-232 RIVER 235 HUDSON	0905_225_3	1
226	1	300-08 RIVER ST	0905_226_1	1
226	2	310-22 RIVER ST	0905_226_2	1
226	3	324-334 RIVER ST	0905_226_3	1
229	2	23-31 HUDSON PLACE	0905_229_2	1
230	1	77-81 RIVER STREET	0905_230_1	1
230	2	22 HUDSON PLACE	0905_230_2	1
230	3.01	20 HUDSON PLACE	0905_230_3.01	1
230	3.02	16 HUDSON PLACE	0905_230_3.02	1
230	4	18 HUDSON PLACE	0905_230_4	1
230	5	12-14 HUDSON PLACE	0905_230_5	1
230	6.01	2-10 HUDSON PLACE	0905_230_6.01	1
230	10	1 NEWARK ST	0905_230_10	1
231.1	1	89 River Street	0905_231.1_1	1
231.1	2	95 River Street	0905_231.1_2	1
232	1	401 HUDSON ST	0905_232_1	1
237	1.01	801 HUDSON ST	0905_237_1.01	1
237	2	803 HUDSON ST	0905_237_2	1
237	3	809 HUDSON ST	0905_237_3	1
237	4	811-13 HUDSON ST	0905_237_4	2
237	6	815 HUDSON ST	0905_237_6	1
237	7	817 HUDSON ST	0905_237_7	1
237	8	819 HUDSON ST	0905_237_8	1
237	9	821 HUDSON ST	0905_237_9	1
237	10	823 HUDSON ST	0905_237_10	1
237	11	825 HUDSON ST	0905_237_11	1
237	12	827 HUDSON ST	0905_237_12	1
237	13	829 HUDSON ST	0905_237_13	1
237	14	833 HUDSON ST	0905_237_14	1
237	15	835-37 HUDSON ST	0905_237_15	1
238	1	901-903 HUDSON ST	0905_238_1	1
238	2	905 HUDSON ST	0905_238_2	1
238	3	907 HUDSON ST	0905_238_3	1

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EXHIBIT 'B'

Propert List

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
238	4	909 HUDSON ST	0905_238_4	1
238	5	913 HUDSON ST	0905_238_5	1
238	6	917 HUDSON ST	0905_238_6	1
238	7	921 HUDSON ST	0905_238_7	1
238	8	925 HUDSON ST	0905_238_8	1
238	9	925A HUDSON ST	0905_238_9	1
238	10	927 HUDSON ST	0905_238_10	1
238	11	931 HUDSON ST	0905_238_11	1
238	12	933 HUDSON ST	0905_238_12	1
238	13	926 CASTLE POINT TERRACE	0905_238_13	1
238	14	924 CASTLE POINT TERRACE	0905_238_14	1
238	15	922 CASTLE POINT TERRACE	0905_238_15	1
238	16.01	920 CASTLE POINT TERRACE	0905_238_16.01	1
238	16.02	918 CASTLE POINT TERRACE	0905_238_16.02	1
238	17	916 CASTLE POINT TERRACE	0905_238_17	1
238	18	914 CASTLE POINT TERRACE	0905_238_18	1
238	19	912 CASTLE POINT TERRACE	0905_238_19	1
238	20	910 CASTLE POINT TERRACE	0905_238_20	1
238	21	908 CASTLE POINT TERRACE	0905_238_21	1
238	22	906 CASTLE POINT TERRACE	0905_238_22	1
238	23	904 CASTLE POINT TERRACE	0905_238_23	1
238	24	900 CASTLE POINT TERRACE	0905_238_24	1
239	1	901 CASTLE POINT TERRACE	0905_239_1	1
239	2	903 CASTLE POINT TERRACE	0905_239_2	1
239	3	905 CASTLE POINT TERRACE	0905_239_3	1
239	4	907 CASTLE POINT TERRACE	0905_239_4	1
239	5	909 CASTLE POINT TERRACE	0905_239_5	1
239	6	911 CASTLE POINT TERRACE	0905_239_6	1
239	7	913 CASTLE POINT TERRACE	0905_239_7	1
239	8	915 CASTLE POINT TERRACE	0905_239_8	1
239	9	917 CASTLE POINT TERRACE	0905_239_9	1
239	10	919 CASTLE POINT TERRACE	0905_239_10	1
239	11	921 CASTLE POINT TERRACE	0905_239_11	1
239	12	923 CASTLE POINT TERRACE	0905_239_12	1
239	13.01	925 CASTLE POINT TERRACE	0905_239_13.01	1
239	13.02	927 CASTLE POINT TERRACE	0905_239_13.02	1
239	14	11 ELYSIAN PLACE	0905_239_14	1
239.1	1	10TH & 11TH ST & HUDSON	0905_239.1_1	1
243	1	1103 WASHINGTON ST	0905_243_1	1
243	3	1105 WASHINGTON ST	0905_243_3	1
243	5	1107 WASHINGTON ST	0905_243_5	1
243	6	1109 WASHINGTON ST.	0905_243_6	1
243	7	1111 WASHINGTON ST	0905_243_7	1
243	8	1113 WASHINGTON ST	0905_243_8	1
243	9	1115 WASHINGTON ST.	0905_243_9	1
243	10	1117 WASHINGTON ST	0905_243_10	1

*Total Parcels greater than 1 indicates that the individual property to be surveyed occupies multiple tax parcels

EXHIBIT 'B'

Propert List

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
243	11	1119 WASHINGTON ST	0905_243_11	1
243	12	1121 WASHINGTON ST	0905_243_12	1
243	13	1123 WASHINGTON ST	0905_243_13	1
243	14	1125 WASHINGTON ST	0905_243_14	1
243	15	1127-29 WASHINGTON ST	0905_243_15	1
243	16	1131 WASHINGTON ST	0905_243_16	1
244	4.01	1201-21R WASHINGTON ST	0905_244_4.01	1
245	1	1301 Washington Street	0905_245_1	1
245	2	1313 WASHINGTON ST	0905_245_2	1
245	3.01	1315 WASHINGTON ST	0905_245_3.01	1
245	4	1319 WASHINGTON ST	0905_245_4	1
245	5	1321 WASHINGTON ST	0905_245_5	1
246	1	1101-1109 BLOOMFIELD ST	0905_246_1	1
246	2	106-108-110 11TH ST.	0905_246_2	1
246	3	1111 BLOOMFIELD ST	0905_246_3	1
246	4	1113 BLOOMFIELD ST	0905_246_4	1
246	5	1115 BLOOMFIELD ST	0905_246_5	1
246	6.01	1117 BLOOMFIELD ST	0905_246_6.01	1
246	6.02	1119 BLOOMFIELD ST	0905_246_6.02	1
246	6.03	1121 BLOOMFIELD ST	0905_246_6.03	1
246	6.04	1123 BLOOMFIELD ST	0905_246_6.04	1
246	6.05	1125 BLOOMFIELD ST	0905_246_6.05	1
246	7	1127 BLOOMFIELD ST	0905_246_7	1
246	8	1129 BLOOMFIELD ST	0905_246_8	1
246	9	1131 BLOOMFIELD ST	0905_246_9	1
246	10	1133 BLOOMFIELD ST	0905_246_10	1
246	11	1135 BLOOMFIELD ST	0905_246_11	1
246	12	1126 WASHINGTON ST	0905_246_12	1
246	13	1124 WASHINGTON ST.	0905_246_13	1
246	14	1122 WASHINGTON ST	0905_246_14	1
246	15	1120 WASHINGTON ST	0905_246_15	1
246	16	1118 WASHINGTON ST	0905_246_16	1
246	17	1116 WASHINGTON ST	0905_246_17	1
246	18	1114 WASHINGTON ST	0905_246_18	1
246	19	1112 WASHINGTON ST	0905_246_19	1
246	20	1110 WASHINGTON ST.	0905_246_20	1
246	21	1108 WASHINGTON ST	0905_246_21	1
246	22	1106 WASHINGTON ST	0905_246_22	1
246	23	1104 WASHINGTON ST.	0905_246_23	1
246	24	1102 WASHINGTON ST	0905_246_24	1
246	25	1100 WASHINGTON ST	0905_246_25	1
247	1	1201 BLOOMFIELD ST	0905_247_1	1
247	2	1203 BLOOMFIELD ST	0905_247_2	1
247	3	1205 BLOOMFIELD ST	0905_247_3	1
247	4	1207 BLOOMFIELD ST	0905_247_4	1
247	5	1209 BLOOMFIELD ST	0905_247_5	1

*Total Parcels greater than 1 indicates that the individual property to be surveyed occupies multiple tax parcels

EXHIBIT 'B'

Propert List

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
247	6	1211 BLOOMFIELD ST	0905_247_6	1
247	7	1213 BLOOMFIELD ST	0905_247_7	1
247	8	1215 BLOOMFIELD ST	0905_247_8	1
247	9	1217 BLOOMFIELD ST.	0905_247_9	1
247	10	1219 BLOOMFIELD ST	0905_247_10	1
247	11	1221 BLOOMFIELD ST.	0905_247_11	1
247	12	1223 BLOOMFIELD ST.	0905_247_12	1
247	13	1225 BLOOMFIELD ST	0905_247_13	1
247	14	1227 BLOOMFIELD ST.	0905_247_14	1
247	15.01	1229 BLOOMFIELD ST.	0905_247_15.01	1
247	15.02	1231 BLOOMFIELD ST.	0905_247_15.02	1
247	15.03	1233 BLOOMFIELD ST.	0905_247_15.03	1
247	16	1235 BLOOMFIELD ST	0905_247_16	1
247	17	1237 BLOOMFIELD ST	0905_247_17	1
247	18	1239 BLOOMFIELD ST	0905_247_18	1
247	19	1241 BLOOMFIELD ST	0905_247_19	1
247	20	1243 BLOOMFIELD ST	0905_247_20	1
247	21	1245 BLOOMFIELD ST	0905_247_21	1
247	22	1247 BLOOMFIELD ST	0905_247_22	1
247	23	1249 BLOOMFIELD ST	0905_247_23	1
247	24	1251 BLOOMFIELD ST	0905_247_24	1
247	25	1253 BLOOMFIELD ST	0905_247_25	1
247	26	1226 WASHINGTON ST	0905_247_26	1
247	27	1224 WASHINGTON ST	0905_247_27	1
247	28	1222 WASHINGTON ST	0905_247_28	1
247	29	1220 WASHINGTON ST	0905_247_29	1
247	30	1218 WASHINGTON ST	0905_247_30	1
247	31	1216 WASHINGTON ST	0905_247_31	1
247	32	1214 WASHINGTON ST	0905_247_32	1
247	33	1212 WASHINGTON ST	0905_247_33	1
247	34.01	1210 WASHINGTON ST	0905_247_34.01	1
247	34.02	1208 WASHINGTON ST	0905_247_34.02	1
247	35	1206 WASHINGTON ST	0905_247_35	1
247	36	1204 WASHINGTON ST	0905_247_36	1
247	37	1200 WASHINGTON ST	0905_247_37	1
247	38	1202 WASHINGTON ST	0905_247_38	1
248	1	1301-13 BLOOMFIELD ST	0905_248_1	1
248	2	113 FOURTEENTH ST	0905_248_2	1
248	3	109-11 FOURTEENTH ST	0905_248_3	2
248	5	1316-1318 WASHINGTON ST	0905_248_5	1
248	6	1314 WASHINGTON ST	0905_248_6	1
248	7	1310-1312 WASHINGTON ST	0905_248_7	2
248	9	1308 WASHINGTON ST	0905_248_9	1
248	10	1304-1306 WASHINGTON ST	0905_248_10	2
248	12	1302 WASHINGTON ST	0905_248_12	1
248	13	1300 WASHINGTON ST	0905_248_13	1

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EXHIBIT 'B'

Propert List

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
249	1	1101 GARDEN ST	0905_249_1	1
249	2	1103 GARDEN ST	0905_249_2	1
249	3	1105 GARDEN ST.	0905_249_3	1
249	4	1107 GARDEN ST	0905_249_4	1
249	5	1109 GARDEN ST	0905_249_5	1
249	6	1111 GARDEN ST	0905_249_6	1
249	9	1113 GARDEN ST	0905_249_9	1
249	10	1115 GARDEN ST.	0905_249_10	1
249	11	1117 GARDEN ST	0905_249_11	1
249	12	1119 GARDEN ST	0905_249_12	1
249	13	1121 GARDEN ST	0905_249_13	1
249	14.01	1123 GARDEN ST	0905_249_14.01	1
249	14.02	1125 GARDEN ST	0905_249_14.02	1
249	14.03	1127 GARDEN ST	0905_249_14.03	1
249	14.04	1129 GARDEN ST	0905_249_14.04	1
249	14.05	1131 GARDEN ST	0905_249_14.05	1
249	14.06	1133 GARDEN ST	0905_249_14.06	1
249	15	1135 GARDEN ST	0905_249_15	1
249	16	1137 GARDEN ST	0905_249_16	1
249	17	1139 GARDEN ST	0905_249_17	1
249	18	1141 GARDEN ST	0905_249_18	1
249	19	1143 GARDEN ST	0905_249_19	1
249	20	1145 GARDEN ST	0905_249_20	1
249	23	1140 BLOOMFIELD ST	0905_249_23	1
249	24	1138 BLOOMFIELD ST.	0905_249_24	1
249	25	1136 BLOOMFIELD ST	0905_249_25	1
249	26	1134 BLOOMFIELD ST	0905_249_26	1
249	27	1132 BLOOMFIELD ST	0905_249_27	1
249	28	1130 BLOOMFIELD ST	0905_249_28	1
249	29	1128 BLOOMFIELD ST	0905_249_29	1
249	30	1126 BLOOMFIELD ST	0905_249_30	1
249	31	1124 BLOOMFIELD ST	0905_249_31	1
249	32	1122 BLOOMFIELD ST	0905_249_32	1
249	33	1120 BLOOMFIELD ST	0905_249_33	1
249	34	1118 BLOOMFIELD ST.	0905_249_34	1
249	35	1116 BLOOMFIELD ST	0905_249_35	1
249	36	1114 BLOOMFIELD ST	0905_249_36	1
249	37	1112 BLOOMFIELD ST	0905_249_37	1
249	38	1110 BLOOMFIELD ST	0905_249_38	1
249	39	1108 BLOOMFIELD ST	0905_249_39	1
249	40	1106 BLOOMFIELD ST	0905_249_40	1
249	41	1104 BLOOMFIELD ST	0905_249_41	1
249	42	1102 BLOOMFIELD ST	0905_249_42	1
249	43.01	1100 BLOOMFIELD ST	0905_249_43.01	1
250	1	1201 GARDEN ST	0905_250_1	1
250	2.01	1203 GARDEN ST	0905_250_2.01	1

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EXHIBIT 'B'

Propert List

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
250	2.02	1205 GARDEN ST	0905_250_2.02	1
250	2.03	1207 GARDEN ST	0905_250_2.03	1
250	2.04	1209 GARDEN ST.	0905_250_2.04	1
250	2.05	1211 GARDEN ST	0905_250_2.05	1
250	3	1213 GARDEN ST	0905_250_3	1
250	4.01	1215 GARDEN ST	0905_250_4.01	1
250	4.02	1217 GARDEN ST	0905_250_4.02	1
250	5	1219 GARDEN ST	0905_250_5	1
250	6	1221 GARDEN ST.	0905_250_6	1
250	7	1223 GARDEN ST	0905_250_7	1
250	8	1225 GARDEN ST.	0905_250_8	1
250	9	1227 GARDEN ST	0905_250_9	1
250	10	1229 GARDEN ST	0905_250_10	1
250	11	1231 GARDEN ST	0905_250_11	1
250	12	1233 GARDEN ST	0905_250_12	1
250	13	1235 GARDEN ST	0905_250_13	1
250	14	1237 GARDEN ST.	0905_250_14	1
250	15	1239 GARDEN ST.	0905_250_15	1
250	16	1241 GARDEN ST	0905_250_16	1
250	17	1243 GARDEN ST	0905_250_17	1
250	18	1245 GARDEN ST	0905_250_18	1
250	19	1247 GARDEN ST	0905_250_19	1
250	20	1249 GARDEN ST	0905_250_20	1
250	21	1251 GARDEN ST	0905_250_21	1
250	22	1253 GARDEN ST	0905_250_22	1
250	25	1248 BLOOMFIELD ST	0905_250_25	1
250	26	1246 BLOOMFIELD ST	0905_250_26	1
250	27	1244 BLOOMFIELD ST	0905_250_27	1
250	28	1242 BLOOMFIELD ST	0905_250_28	1
250	29	1240 BLOOMFIELD ST	0905_250_29	1
250	30	1238 BLOOMFIELD ST.	0905_250_30	1
250	31.01	1236 BLOOMFIELD ST	0905_250_31.01	1
250	31.02	1234 BLOOMFIELD ST	0905_250_31.02	1
250	32	1232 BLOOMFIELD ST	0905_250_32	1
250	33	1230 BLOOMFIELD ST.	0905_250_33	1
250	34	1228 BLOOMFIELD ST	0905_250_34	1
250	35	1226 BLOOMFIELD ST	0905_250_35	1
250	36	1224 BLOOMFIELD ST	0905_250_36	1
250	37	1222 BLOOMFIELD ST	0905_250_37	1
250	38	1220 BLOOMFIELD ST	0905_250_38	1
250	39	1218 BLOOMFIELD ST	0905_250_39	1
250	40	1216 BLOOMFIELD ST	0905_250_40	1
250	41	1214 BLOOMFIELD ST	0905_250_41	1
250	42	1212 BLOOMFIELD ST	0905_250_42	1
250	43	1210 BLOOMFIELD ST	0905_250_43	1
250	44	1208 BLOOMFIELD ST	0905_250_44	1

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EXHIBIT 'B'

Propert List

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
250	45	1206 BLOOMFIELD ST	0905_250_45	1
250	46	1204 BLOOMFIELD ST	0905_250_46	1
250	47	1202 BLOOMFIELD ST	0905_250_47	1
250	48	1200 BLOOMFIELD ST	0905_250_48	1
251	1	1301 GARDEN ST	0905_251_1	1
251	2	1303 GARDEN ST	0905_251_2	1
251	3	1305 GARDEN ST	0905_251_3	1
251	4	1307 GARDEN ST	0905_251_4	1
251	9	1309 GARDEN ST	0905_251_9	1
251	10	1311 GARDEN ST	0905_251_10	1
251	11	1313 GARDEN ST	0905_251_11	1
251	12	1315 GARDEN ST	0905_251_12	1
251	13	1317 GARDEN ST	0905_251_13	1
251	18	1320 BLOOMFIELD ST	0905_251_18	1
251	19	1314 BLOOMFIELD ST	0905_251_19	1
251	20	1310-1312 BLOOMFIELD ST	0905_251_20	2
251	22	1308 BLOOMFIELD ST.	0905_251_22	1
251	23	1306 BLOOMFIELD ST	0905_251_23	1
251	24	1304 BLOOMFIELD ST	0905_251_24	1
251	25	1302 BLOOMFIELD ST.	0905_251_25	1
251	26	1300 BLOOMFIELD ST	0905_251_26	1
252	26.01	1140 GARDEN ST	0905_252_26.01	1
252	27	1138 GARDEN ST	0905_252_27	1
252	28	1136 GARDEN ST.	0905_252_28	1
252	29	1134 GARDEN ST.	0905_252_29	1
252	30	1132 GARDEN ST.	0905_252_30	1
252	31	1130 GARDEN ST	0905_252_31	1
252	32	1128 GARDEN ST	0905_252_32	1
252	33	1126 GARDEN ST.	0905_252_33	1
252	34	1124 GARDEN ST	0905_252_34	1
252	35	1122 GARDEN ST	0905_252_35	1
252	36	1120 GARDEN ST	0905_252_36	1
252	37	1118 GARDEN ST	0905_252_37	1
252	38	1116 GARDEN ST	0905_252_38	1
252	39	1114 GARDEN ST	0905_252_39	1
252	40	1112 GARDEN ST.	0905_252_40	1
252	41	1110 GARDEN ST	0905_252_41	1
252	42	1108 GARDEN ST.	0905_252_42	1
252	43	1106 GARDEN ST	0905_252_43	1
252	44	200 ELEVENTH ST	0905_252_44	1
253	15	215 THIRTEENTH ST	0905_253_15	1
253	17	1254 GARDEN ST	0905_253_17	1
253	18.01	1252 GARDEN ST	0905_253_18.01	1
253	18.02	1250 GARDEN ST	0905_253_18.02	1
253	18.03	1248 GARDEN ST	0905_253_18.03	1
253	18.04	1246 GARDEN ST.	0905_253_18.04	1

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EXHIBIT 'B'

Propert List

BLOCK	LOT	PROP_LOCATION	PRIMARY_PAMS_PIN	TOTAL_PARCELS
253	18.05	1244 GARDEN ST	0905_253_18.05	1
253	18.06	1242 GARDEN ST	0905_253_18.06	1
253	18.07	1240 GARDEN ST	0905_253_18.07	1
253	18.08	1238 GARDEN ST	0905_253_18.08	1
253	18.09	1236 GARDEN ST.	0905_253_18.09	1
253	19	1234 GARDEN ST	0905_253_19	1
253	20	1232 GARDEN ST	0905_253_20	1
253	21	1230 GARDEN ST	0905_253_21	1
253	22	1228 GARDEN ST	0905_253_22	1
253	23	1226 GARDEN ST	0905_253_23	1
253	24	1224 GARDEN ST	0905_253_24	1
253	25	1222 GARDEN ST	0905_253_25	1
253	26	1220 GARDEN ST	0905_253_26	1
253	27	1218 GARDEN ST	0905_253_27	1
253	28	1216 GARDEN ST.	0905_253_28	1
253	29	1214 GARDEN ST	0905_253_29	1
253	30.01	1212 GARDEN ST	0905_253_30.01	1
253	30.02	1210 GARDEN ST	0905_253_30.02	1
253	31	1208 GARDEN ST	0905_253_31	1
253	32	1206 GARDEN ST	0905_253_32	1
253	33	1204 GARDEN ST	0905_253_33	1
253	34	1202 GARDEN ST	0905_253_34	1
253	35	1200 GARDEN ST	0905_253_35	1
254	9	206 THIRTEENTH ST	0905_254_9	1
254	18	1316 GARDEN ST	0905_254_18	1
254	19	1314 GARDEN ST	0905_254_19	1
254	20	1312 GARDEN ST	0905_254_20	1
254	21	1310 GARDEN ST	0905_254_21	1
254	22	1308 GARDEN ST.	0905_254_22	1
254	23	1306 GARDEN ST	0905_254_23	1
254	24	1304 GARDEN ST.	0905_254_24	1
254	25	1302 GARDEN ST	0905_254_25	1
254	26	1300 GARDEN ST	0905_254_26	1
257	1	SINATRA DR	0905_257_1	1
259	1	RIVER ROAD	0905_259_1	1
262	1	1201-1321 Hudson Street	0905_262_1	1
269	1	116-118 FOURTEENTH ST	0905_269_1	1
269	2	112-114 FOURTEENTH ST	0905_269_2	1
269	3	108 FOURTEENTH ST	0905_269_3	1
269	4	104-106 FOURTEENTH ST	0905_269_4	1
269	5	1400 WASHINGTON ST	0905_269_5	1
NA	NA	Garden ST & Fourteenth ST	NA	1
NA	NA	1st & Sinatra	NA	1

*Total Parcels greater than 1 indicates that the individual property to be surveyed occupies multiple tax parcels

EXHIBIT 'B'

Hoboken Architectural Resources Survey 2018

Legend

- Historic Districts
- Survey Properties

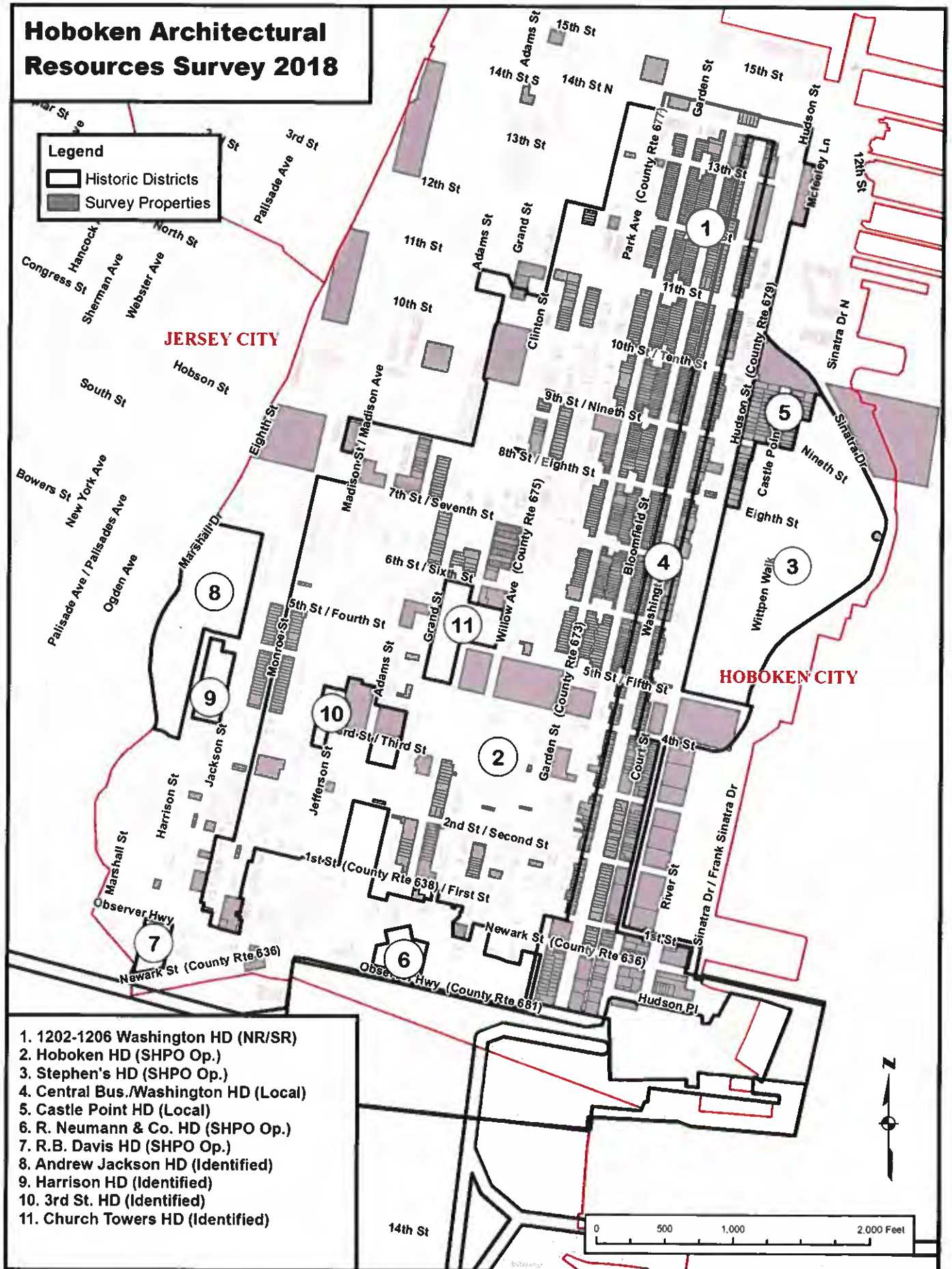


EXHIBIT 'C'

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

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

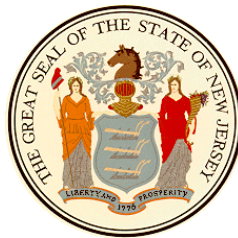


TABLE OF CONTENTS

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

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: P1187-00
Intensive-Level Architectural Survey
Hoboken Historic District
City of Hoboken, Hudson County NJ

The Owner and the Consultant agree as set forth below:

A. CONSULTANT'S RESPONSIBILITIES

A.1 GENERAL

- A.1.1 The Consultant shall become fully familiar with the contractual obligations of all entities doing work for the project and all relevant project documentation.
- A.1.2 The Consultant shall be responsible for satisfying all of the obligations described in this AGREEMENT, even if such obligations are not addressed in the Consultant's proposal(s) unless specifically excluded in the Consultants proposal. This document establishes the minimum obligation of the Consultant which obligations may be supplemented by the Consultant in its proposal(s). If the services promised in the Consultant's proposal(s) exceed those described in the articles of this AGREEMENT, then the Consultant shall be responsible for satisfying additional obligations described in its proposal(s).
- A.1.3 The Consultant shall comply with all requirements in the PROCEDURES FOR ARCHITECTS AND ENGINEERS, Second Edition, or subsequent editions. These requirements are in addition to those in this AGREEMENT.
- A.1.4 The Consultant services consist of those services performed by the Consultant, the Consultant's employees, the Consultant's sub-consultants and contractors. The Consultant shall utilize the key staff members identified in its Technical Proposal. The Consultant shall notify the Owner in advance of any proposed change in its key staff members identified in its proposal. The Consultant shall submit to the Owner for approval the name and qualifications of a proposed replacement with equal or superior qualifications at no additional cost to the Owner. No change shall take effect unless the Owner approves the change in writing. The Owner may also determine, in the Owner's sole discretion, to terminate the Project, and/or to terminate the Consultant AGREEMENT, and/or claim all damages against the Consultant resulting from the Project termination or from the Consultant AGREEMENT termination.
- A.1.5 All claims against Consultants for Errors and Omissions will be pursued by the Owner to secure remuneration during the close-out phase of the project.
- A.1.6 The errors and omissions curve and the corresponding sections of the "Procedures for Architects and Engineers Manual" are eliminated. All claims for errors and omissions will be pursued by the

State on an individual basis. The State will review each error or omission with the Consultant and determine the actual amount of damages, if any, resulting from each negligent act, error or omission.

- A.1.7 Any changes to this AGREEMENT must be made in writing in the form of an approved Amendment. The Amendment must be approved by the Owner's contracting officer.
- A.1.8 Any work performed by the Consultant that differs from this AGREEMENT without an Amendment from the Owner is done at the Consultant's own financial risk. Any additional work done on the Consultant's own initiative without an approved Amendment is done at the Consultant's own financial risk.
- A.1.9 The Consultant shall promptly notify the Owner of any changes to the scope of services which increase or decrease the Consultant services. No such change in scope shall be performed by the Consultant, without prior written approval by the Owner. Notice of request for additional compensation shall be given to the Owner within 30 working days of the event giving rise to such a request with accompanying justification for the change and a detailed breakdown of the basis for the costs.
- A.1.10 The Consultant shall maintain all documentation related to deliverables, products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available for audit to the New Jersey Office of the State Comptroller or any other State audit agency upon reasonable demand.

A.2 STUDY PHASE

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

B. OWNER'S RIGHTS AND RESPONSIBILITIES

B.1 OWNER'S RIGHTS

- B.1.1 The Owner shall have the right to perform work related to the project and to award contracts in connection with the project that are not part of the Consultant's responsibilities under the AGREEMENT. The consultant shall notify the Owner in writing if any such independent action will in any way compromise the Consultants' ability to meet their responsibilities under the AGREEMENT.
- B.1.2 The Owner reserves the right to approve the Consultant's personnel and to require a replacement satisfactory to Owner. The Owner reserves the right to have such person replaced if, in the judgment of the Owner, any such person proves unsatisfactory. However, such replacement must

fit within the rate/fee structure; in the alternative, the Owner shall have the option for a higher rate person for which the Consultant shall be compensated at the higher rate.

- B.1.3 The Owner shall have the right to effect the removal of any of the Consultants' employees at any time during the duration of the AGREEMENT if that employee is deemed not to be of the level of competence or ability required under the AGREEMENT, or said employee is for any reason found to be unsuitable for the work. In such case, the Consultant shall promptly submit the name and qualifications of a replacement for approval by the Owner.
- B.1.4 The Owner shall have the right to assign the administration of any or all contracts related to this project from the Owner to another State Agency, Authority or commission at any time during the life of the project. In doing so, the Consultant agrees to continue to perform all contractual work under the AGREEMENT. The Consultant shall make no claim against the Owner in the event of such assignment.
- B.1.5 The Owner may make changes in the scope of services within the general scope of the AGREEMENT. The Owner may also make changes to the scope of the project which may give rise to changes in the scope of the Consultant services. In such cases the Consultant shall be entitled to an adjustment in fee and in other terms and conditions of the AGREEMENT.

B.2 OWNER'S RESPONSIBILITIES

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

C. CONTRACT DOCUMENTS

- C.1 The following items identify the contract documents comprising the AGREEMENT.
 - 1) AGREEMENT BETWEEN THE STATE OF NEW JERSEY AND THE CONSULTANT FOR PRE-DESIGN PROFESSIONAL SERVICES.
 - 2) STATEMENT OF ASSURANCES, ADDITIONAL FEDERALLY FUNDED AGREEMENT PROVISIONS FOR CDBG FUNDED PROJECTS
 - 3) GENERAL CONDITIONS TO THE CONSULTANT AGREEMENT REVISED MAY 2016
 - 4) REQUEST FOR PROPOSAL DATED AUGUST 13, 2018 INCLUDING:
 - 3.1 SCOPE OF WORK
 - 3.2 CONSULTANT PROPOSAL PACKAGE

- 5) PROCEDURES FOR ARCHITECTS AND ENGINEERS, CURRENT EDITION
- 6) CONSULTANT'S TECHNICAL PROPOSAL
- 7) CONSULTANT'S FEE PROPOSAL
- 8) NOTICE OF AWARD/NOTICE TO PROCEED LETTER

D. PROFESSIONAL LIABILITY INSURANCE

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

E. CONSTRUCTION COST

- E.1 N/A

F. CONSULTANT COMPENSATION

- F.1 The Consultant's firm will be compensated for professional services as indicated in the Notice to Proceed in accordance with the fee proposal submitted by the Consultant and negotiated and/or accepted by the Owner. The Owner will compensate the Consultant in accordance with the following terms and conditions:
- F.1.1 The lump sum payable to the Consultant as established in their fee proposal shall compensate the consultant in full for all services as described in the Notice to Proceed. The Consultant shall not be entitled to compensation for any services provided prior to issuance of the project Notice to Proceed.
- F.1.2 The Consultant shall submit a payment schedule to the Owner's representative for approval prior to submittal of the Consultant first invoice. The schedule should be in detail, assigning a dollar value for each phase of work anticipated on a monthly basis throughout the entire contract.
- F.1.3 The monthly compensation of the Consultant shall be paid in accordance with the payment schedule submitted by the Consultant and approved by the Owner.
- F.1.4 Duration of services shall be as defined in the Scope of Work or Consultant's proposal commencing on the date of the issuance of the Notice to Proceed.
- F.1.5 Service provided under this AGREEMENT shall commence on the date of the written Notice to Proceed issued by the Owner. Unless otherwise ordered by the Owner in writing, the Consultant shall initiate its contract work no later than five (5) working days after its receipt of the Notice to Proceed. A Notice to Proceed may be issued by the Owner at its convenience. Any right of the Consultant to an adjustment because of a delay in issuing a Notice to Proceed shall be determined in accordance with the GENERAL CONDITIONS TO THE CONSULTANT AGREEMENT.
- F.1.6 Should the Project duration be extended and the Owner requests continuation of services beyond the contracted duration, then the Consultant agrees to furnish services in accordance with the terms of the AGREEMENT for the additional period required for completion of the Project.

- F.1.7 The Owner shall not be liable to the Consultant for indemnification, damages, or costs of any kind sustained by the Consultant as the result of the negligence or breaches of contractual obligations committed by the Consultants' Sub Consultants, Contractor(s) or any other third party.
- F.1.8 The Owner shall reimburse the Consultant for Owner requested continuation of services beyond the specified contract period based upon the values identified in the approved payment schedule which correspond to the activities for which the extended services are being requested.
- F.1.9 To the extent that the Consultant services are required beyond the time identified in this AGREEMENT and/or to the extent that the Consultant is required to perform services not required under the AGREEMENT, the Consultant shall be entitled to an additional fee. However, the Consultant shall not be entitled to any additional compensation to the extent that delay in completion of the project is the result of the negligent or wrongful acts or omissions of the Consultant.

END OF AGREEMENT

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

**GENERAL CONDITIONS
TO THE
CONSULTANT AGREEMENT**

TABLE OF CONTENTS

1. ANTI-COLLUSION CLAUSE	3
2. CONFLICT OF INTEREST.....	3
3. OFFER OF GRATUITIES	3
4. CONFLICT OF TERMS.....	4
5. NON-DISCRIMINATION	4
6. TIME OF COMPLETION	9
7. FEES AND INVOICING	9
8. NJ PROMPT PAYMENT ACT.....	10
9. WITHHOLDING PAYMENT FOR NON-DELIVERY OF DELIVERABLES.....	11
10. DELAY.....	11
11. CONSULTANT’S CLAIMS FOR DAMAGES	11
12. LIMITATIONS OF LIABILITY	12
13. DISPUTES.....	12
14. INDEMNIFICATION	12
15. TERMINATION FOR CONVENIENCE OF THE OWNER.....	13
16. TERMINATION FOR CAUSE.....	13
17. SUSPENSION	13
18. OWNERS RIGHT TO CARRY OUR THE WORK.....	14
19. NEW JERSEY PREVAILING WAGE ACT	14
20. PUBLIC ANNOUNCEMENTS	14

21. PATENTS	15
22. OWNERSHIP OF DOCUMENTS	15
23. COPYRIGHTS.....	15
24. RIGHT TO AUDIT.....	15
25. PROCEDURAL REQUIREMENTS AND AMENDMENTS	15
26. SECURITY AND STATE REGULATIONS	16
27. INSURANCE REQUIREMENTS.....	16
28. SUB-CONSULTANTS	17
29. SUB-CONTRACTORS	17
30. ASSIGNMENT.....	17
31. COMPLIANCE WITH LAW	17
32. SET-OFF FOR STATE TAX.....	18
33. COMPLETE AGREEMENT CLAUSE.....	18
34. SEVERABILITY CLAUSE	18
35. HAZARDOUS MATERIALS.....	18
36. THIRD PARTIES	18
37. FINAL ACCEPTANCE	19

1. ANTI-COLLUSION CLAUSE

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

2. CONFLICT OF INTEREST

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

3. OFFER OF GRATUITIES

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

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

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

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

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

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

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

4. CONFLICT OF TERMS

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

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

5. NON-DISCRIMINATION

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

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

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

CONSTRUCTION CONTRACTS

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

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

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

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

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

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

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or sub-contractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work,

the contractor or sub-contractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

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

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

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

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

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

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

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

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

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

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of

the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

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

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

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

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

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

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

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

6. TIME OF COMPLETION

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

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

7. FEES AND INVOICING

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

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

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

project. Invoices for all work performed shall be processed only after Owner review and acceptance of the work.

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

8. NJ PROMPT PAYMENT ACT

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

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

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

8.3 Interest

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

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

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

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

8.4.2 A Consultant not paid sums due under an approved invoice within thirty (30) days of the billing date may suspend performance without penalty for breach of contract, but only after providing the Owner with seven (7) days written notice of non-payment, and only in the event that the Owner fails to furnish the Consultant, within that seven (7) day period, with a written statement of the amount withheld and the reasons for the withholding. Nothing herein shall be construed to excuse the Consultant's non-performance, or to limit the Owner's rights and remedies relating to such non-performance, with regard to any monies withheld from the Consultant upon the proper notice provided under this Article 8 or with regard to any Consultant claim disputed by the Owner.

9. WITHHOLDING PAYMENT FOR NON-DELIVERY OF DELIVERABLES

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

10. DELAY

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

11. CONSULTANT'S CLAIMS FOR DAMAGES

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

11A. MUTUAL RESPONSIBILITY OF CONSULTANT, CONTRACTORS

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

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

12. LIMITATIONS OF LIABILITY

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

13. DISPUTES

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

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

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

14. INDEMNIFICATION

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

from the performance of this AGREEMENT or arising out of conditions created or caused to be created by the sole negligence of the Consultant, its agents, employees and subcontractors. The Consultant will defend the Owner, its employees, representatives, and agents from and against any and all suits, claims, demands, fines, penalties, awards, damages, costs and expenses as well as reasonable attorney fees and court costs, wherein any of the matters described in "A" or "B" above are alleged.

15. TERMINATION FOR CONVENIENCE OF THE OWNER

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

The Consultant shall be entitled to a proportion of the fee which the services actually and satisfactorily performed by it shall bear to the total services contemplated under this AGREEMENT less payments previously made, together with appropriate reimbursable costs to be negotiated between the Consultant and Owner.

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

16. TERMINATION FOR CAUSE

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

17. SUSPENSION

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

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

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

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

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

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

18. OWNER'S RIGHT TO CARRY OUT THE WORK

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

19. NEW JERSEY PREVAILING WAGE ACT

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

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

20. PUBLIC ANNOUNCEMENTS

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

21. PATENTS

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

22. OWNERSHIP OF DOCUMENTS

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

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

23. COPYRIGHTS

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

24. RIGHT TO AUDIT

The Owner reserves the right to audit the records of the Consultant in connection with all matters related to this AGREEMENT. The Consultant agrees to maintain records in accordance with generally accepted accounting principles for a period of not less than five (5) years after final payment. The consultant shall also maintain all documentation related to deliverables, products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available for audit to the New Jersey Office of the State Comptroller or any other State audit agency upon reasonable demand.

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

25. PROCEDURAL REQUIREMENTS AND AMENDMENTS

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

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

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

26. SECURITY AND STATE REGULATIONS

All personnel must observe all regulations in effect at the project site. While on State property, employees or sub-consultants of the Consultant will be subject to control of the Owner, but under no circumstances will such persons be deemed to be employees of the State. The Consultant or their personnel will not represent themselves as employees of the State.

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

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

27. INSURANCE REQUIREMENTS

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

a. COMPREHENSIVE GENERAL LIABILITY

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

b. COMPREHENSIVE AUTOMOBILE LIABILITY

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

c. WORKERS' COMPENSATION

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

d. PROFESSIONAL LIABILITY INSURANCE

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

28. SUB-CONSULTANTS

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

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

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

29. SUB-CONTRACTORS

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

30. ASSIGNMENT

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

31. COMPLIANCE WITH LAW

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

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

such performance and take other such action that it deems appropriate until compliance or remedial action has been accomplished by the Consultant to the satisfaction of the Owner.

32. SET-OFF FOR STATE TAX

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

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

33. COMPLETE AGREEMENT CLAUSE

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

34. SEVERABILITY CLAUSE

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

35. HAZARDOUS MATERIALS

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

36. THIRD PARTIES

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

37. FINAL ACCEPTANCE

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

STATEMENT OF ASSURANCES FOR CONTRACTOR/CONSULTANT

ADDITIONAL FEDERALLY FUNDED AGREEMENT PROVISIONS APPLICABLE TO COMMUNITY DEVELOPMENT BLOCK GRANT- DISASTER RECOVERY FUNDED PROJECTS

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

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

Contractor/Consultant agrees to comply with all *applicable* federal CDBG-DR laws, guidelines and standards in a manner satisfactory to the State and HUD, including all administration and compliance requirements set forth by this Statement of Assurances. To the extent that Contractor/Consultant utilizes any subconsultants/subcontractors, Contractor/Consultant shall require and ensure that each subconsultant/subcontractor comply with all *applicable* federal CDBG-DR laws, guidelines and standards; any subcontracts entered into by Consultant shall set forth these requirements. Contractor/Consultant also agrees to comply with all *applicable* cross-cutting statutes and regulations, subject to waivers cited in the Federal Register, Docket No. FR-5696-N-01 (March 5, 2013) (Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving CDBG - DR funds in Response to Superstorm Sandy), as supplemented by additional applicable Notices published by HUD in the Federal Register.

Contractor/Consultant agrees to comply with the requirements of Title 24 of the CFR, Part 570 (HUD regulations concerning Community Development Block Grants).

The failure to list herein a legal requirement applicable to services performed by Contractor/Consultant does not relieve the Contractor/Consultant from complying with that requirement.

A. GENERAL PROVISIONS

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

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

C. **FINANCIAL MANAGEMENT AND PROCUREMENT**

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

D. **RECORDS AND RECORDS RETENTION**

1. In accordance with 2 CFR 200.333, 24 CFR 570.502 and 570.506, Contractor/Consultant shall retain financial records, supporting documents, statistical records, and all other records pertinent to this Agreement. The retention period shall be the longer of three (3) years after the expiration or termination of this Agreement, or three years after the submission of the annual performance and evaluation report in which the project is reported on for the final time, except that records for activities subject to the reversion of assets provisions at § 570.503(b)(7) or change of use provisions at § 570.505 must be maintained for as long as those provisions continue to apply to the activity. Notwithstanding the above, if any litigation, claim, or audit pertaining to the Agreement is started before the expiration of the applicable retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required retention period, whichever is later.
 2. Contractor/Consultant shall provide the State and HUD, including their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the Contract and the use of CDBG funds.
- E. FEDERAL LABOR STANDARDS:** *To the extent applicable*, Contractor/Consultant shall comply with Federal Labor Standards, including:
1. Section 110 of the Housing and Community Development Act of 1974, 42 U.S.C. §5310, 24 CFR §570.603 and HUD Handbook 1344.1 Federal Labor Standards Requirements in Housing and Urban Development Programs, as revised, which require that all laborers and mechanics (as defined at 29 CFR §5.2) employed by Contractor/Consultant (including its subcontractors/subconsultants) in connection with construction contracts over \$2,000, are paid wages at rates not less than those prevailing on similar construction in the locality as per the Davis-Bacon Act (40 U.S.C. §3141 *et seq.*), as amended; except that these requirements do not apply to the rehabilitation of residential property if such property contains less than 8 units;
 2. The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*), requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts of \$100,000 or greater be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work-week, and projects must comply with safety standards;
 3. The Federal Fair Labor Standards Act (29 U.S.C. 201 *et seq.*), requiring that covered nonexempt employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;
 4. The Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3), which apply to contracts and subcontracts for construction, prosecution, completion, or repair of public buildings, public works or buildings, or works financed in whole or in part by Federal loans or grants, and requires payment of wages once a week and allows only permissible payroll deductions;
 5. Department of Labor regulations in parallel with HUD requirements above:
 - a. 29 CFR part 1: Procedures for Predetermination of Wage Rates
 - b. 29 CFR part 5: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also, Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)

- c. 29 CFR part 6: Rules of Practice for Administrative Proceedings Enforcing Labor Standards In Federal and Federally Assisted Construction Contracts and Federal Service Contracts
 - d. 29 CFR part 7: Practice Before the Administrative Review Board With Regard to Federal and Federally Assisted Construction Contracts.
6. All applicable Federal Labor Standards provisions set forth in form HUD-4010. Consultant/Contractor will ensure that form HUD-4010 is included in all bid packages and subcontracts entered into with contractors, consultants, or other third parties to supply goods or perform services in connection with the Contract activities and paid with CDBG-DR funds.

F. SECTION 3 REQUIREMENTS

1. *To the extent applicable, Contractor/Consultant shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (“Section 3”). Section 3 is intended to encourage recipients of HUD funding to direct new employment, training, and contracting opportunities to the greatest extent feasible to low- and very low-income persons, and to businesses that employ these persons, within their community. Section 3 applies to grantees and subrecipients that receive assistance exceeding \$200,000 in certain types of HUD funding, including CDBG funding, and to contractors and subcontractors that enter into contracts in excess of \$100,000 funded by certain types of HUD funding, including CDBG funds, for any activity that involves housing construction, rehabilitation, and demolition, or other public construction. A guide to Section 3 applicability and compliance requirements is located at HUD’s http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3, under Frequently Asked Questions (FAQs).*
2. **Pursuant to 24 CFR 135.38, the following language shall be included in all contracts and subcontracts:**
 - a. *The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.*
 - b. *The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.*
 - c. *The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.*
 - d. *The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action,*

as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

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

G. FAIR HOUSING AND NON-DISCRIMINATION

1. *To the extent applicable, Contractor/Consultant shall comply with the following fair housing and non-discrimination laws. Any act of unlawful discrimination committed by Contractor/Consultant or failure to comply with applicable laws shall be grounds for termination of the Contract.*
 - a. *Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §200d et seq., and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which it receives federal financial assistance and shall immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to it this assurance shall obligate it, or in the case of any transfer of such property, and transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.*
 - b. *Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601–3619), and its implementing regulations, which require administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Title VIII further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.*
 - c. *Title II of the Civil Rights Act of 1968 (25 U.S.C. 1301-1303), and its implementing regulations, which prohibit discrimination because of race, color, religion, or natural origin in certain places of public accommodation.*

- d. Architectural Barriers Act (ABA) of 1968, 42 U.S.C. 4151 *et seq.*, and its implementing regulations. The ABA requires access to buildings designed, built, altered, or leased by or on behalf of the federal government or with loans or grants, in whole or in part, from the federal government. As used in the ABA, the term “building” does not include privately owned residential structures not leased by the government for subsidized housing programs.
- e. Title IX of the Education Amendments Act of 1972, 20 U.S.C. 1681 *et seq.*, which prohibits discrimination on the basis of sex in any federally funded education program or activity.
- f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, and its implementing regulations, which provide that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation, denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance.
- g. Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794d, and its implementing regulations, which require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities, and applies to all federal agencies when they develop, procure, maintain or use electronic and information technology.
- h. Section 109 of Title I of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973, as amended, and prohibits discrimination based on age as provided under the Age Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR 6.
- i. Section 104(b)(2) of the Housing and Community Development Act of 1974, 42 U.S.C. 5304(b), which requires communities receiving community development block grants to certify that the grantee is in compliance with various specified requirements.
- j. Age Discrimination Act of 1975, 42 U.S.C. 6101 *et seq.*, and its implementing regulations, which prohibit discrimination on the basis of age in programs and activities receiving federal financial assistance.
- k. Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12131 *et seq.*, as amended by the ADA Amendments Act of 2008, and its implementing regulations, which prohibits discrimination against people with disabilities by public entities, which includes any state or local government and any of its departments, agencies or other instrumentalities.
- l. Housing for Older Persons Act of 1995 (“HOPA”) (42 U.S.C. 3607), which governs housing developments that qualify as housing for persons age 55 or older.
- m. Accessibility requirements contained in Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12181 *et seq.*).
- n. Executive Order 11063: Equal Opportunity in Housing, November 20, 1962, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertain to equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.
- o. Executive Order 11246 (Johnson), September 24, 1965, as amended by Executive Order 11375 (Johnson), October 13, 1967, as amended by Executive Order 13672 (Obama), July 21, 2014, which prohibit discrimination in employment on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. Further, contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to insure that equal opportunity is provided in all aspects of their employment, including, but not limited to: employment, upgrading, demotion or transfer, recruitment or

- recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
- p. Executive Order 12086: Consolidation of contract compliance functions for equal employment opportunity, October 5, 1978.
 - q. Executive Order 12892: Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing, January 17, 1994.
 - r. Executive Order 12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, February 11, 1994.
 - s. Executive Order 13166: Improving Access to Services for Persons with Limited English Proficiency (LEP), August 11, 2000, and Federal Register Notice FR-4878-N-02 (available online at <http://www.gpo.gov/fdsys/pkg/FR-2007-01-22/pdf/07-217.pdf>), which require recipients of federal financial assistance to ensure meaningful access to programs and activities by LEP persons. (The State's Language Access Plan (LAP) is available online at http://www.renewjerseystronger.org/wp-content/uploads/2014/08/NJ-DCA-LAP_Version-1.0_2015.01.14-for-RenewJerseyStronger.pdf).
 - t. Executive Order 13217: Community-Based Alternatives for Individuals with Disabilities, June 19, 2001.
 - u. Executive Order 13330: Human Service Transportation Coordination, February 24, 2004.
 - v. Implementing regulations for the above:
 - i. 24 CFR part 1: Nondiscrimination in Federally Assisted Programs of HUD.
 - ii. 24 CFR part 3: Nondiscrimination on the Basis of Sex in Education Programs or Activities receiving Federal Financial Assistance.
 - iii. 24 CFR 5.105: Other Federal Requirements.
 - iv. 24 CFR part 6: Nondiscrimination in Programs, Activities Receiving Assistance under Title I of the Housing and Development Act of 1974.
 - v. 24 CFR part 8: Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development.
 - vi. 24 CFR 50.4(l) and 58.5 (j): Environmental Justice.
 - vii. 24 CFR 91.225(a)(1): Affirmatively Furthering Fair Housing.
 - viii. 24 CFR 91.325(a)(1): Affirmatively Furthering Fair Housing.
 - ix. 24 CFR 91.325(b)(5): Compliance with Anti-discrimination laws.
 - x. 24 CFR 91.520: Performance Reports.
 - xi. 24 CFR part 100 – part 125: Fair Housing.
 - xii. 24 CFR part 107: Non-discrimination and Equal Opportunity in Housing under Executive Order 11063 (State Community Development Block Grant Grantees).
 - xiii. 24 CFR part 121: Collection of Data.
 - xiv. 24 CFR part 135: Economic Opportunities for Low- and Very Low-Income Persons.
 - xv. 24 CFR part 146: Non-discrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance.
 - xvi. 24 CFR 570.206(c): Fair Housing Activities.
 - xvii. 24 CFR 570.487(b): Affirmatively Furthering Fair Housing.
 - xviii. 24 CFR 570.487(e): Architectural Barriers Act and Americans with Disabilities Act (State Community Development Block Grant Grantees).
 - xix. 24 CFR 570.490(a)-(b): Recordkeeping requirements.
 - xx. 24 CFR 570.491: Performance Reviews and Audits.
 - xxi. 24 CFR 570.495(b): HCDA Section 109 nondiscrimination.
 - xxii. 24 CFR 570.506(g): Fair Housing and equal opportunity records.
 - xxiii. 24 CFR 570.601: Affirmatively Further Fair Housing.
 - xxiv. 24 CFR 570.608 and Part 35: Lead-Based Paint.
 - xxv. 24 CFR 570.614: Architectural Barriers Act and Americans with Disabilities Act.
 - xxvi. 24 CFR 570.904: Equal Opportunity and Fair Housing Review

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

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

I. ENVIRONMENTAL REGULATORY COMPLIANCE

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

1. Floodplain management and wetland protection:
 - a. Executive Order 11990, Protection of Wetlands (May 24, 1977) (42 FR 26961), 3 CFR, 1977 Comp., p. 121, as interpreted by HUD regulations at 24 CFR 55, particularly sections 2 and 5 of the order;
 - b. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 CFR part 55, particularly section 2(a) of the order;
2. The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. §§1456(c) and(d));
3. In relation to water quality:

- a. Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution;
 - b. The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) et seq. and U.S.C. §349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial assistance can be entered into for any project which the U.S. Environmental Protection Agency (“EPA”) determines may contaminate an aquifer which is the sole or principal drinking water source for an area (40 CFR 149); and
 - c. The Federal Water Pollution Control Act of 1972, as amended, including the Clean Water Act of 1977, Public Law 92-212 (33 U.S.C. §1251, et seq.) which provides for the restoration and maintenance of the chemical, physical and biological integrity of the nation’s water.
4. Endangered Species Act of 1973 (16 U.S.C. §1531 et seq.), as amended, particularly section 7 (16 U.S.C. §1536);
 5. The Fish and Wildlife Coordination Act of 1958, as amended;
 6. Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.), particularly sections 7(b) and (c) (16 U.S.C. §1278(b) and (c));
 7. Executive Order 11738 (Nixon), Sept. 10, 1973, providing for administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans, and EPA regulations (40 CFR 15);
 8. The Clean Air Act of 1970 (42 U.S.C. § 7401 et seq.) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)), and 40 CFR 6, 51, 93, which prohibits engaging in, supporting in any way, providing financial assistance for, licensing or permitting, or approving any activity which does not conform to State or Federal implementation plans for national primary and secondary ambient air quality standards.
 9. The Farmland Protection Policy Act of 1981, 7 U.S.C.A. §4201 et seq., particularly sections 1540(b) and 1541 (7 U.S.C. §4201(b) and §4202), and Farmland Protection Policy, 7 CFR 658, which require recipients of federal assistance to minimize the extent to which their projects contribute to the unnecessary and irreversible commitment of farmland to nonagricultural uses;
 10. Noise abatement and control requirements at 24 CFR 51B;
 11. Explosive and flammable operations requirements at 24 CFR 51C;
 12. Requirements at 24 CFR 58.5(i) relating to toxic chemicals and radioactive materials;
 13. Environmental Justice, Executive Order 12898—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, February 11, 1994 (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

J. EQUAL EMPLOYMENT OPPORTUNITY

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

facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.” 41 CFR §60-1.3.

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

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

**GENERAL CONDITIONS
TO THE
CONSULTANT AGREEMENT**

TABLE OF CONTENTS

1. ANTI-COLLUSION CLAUSE	3
2. CONFLICT OF INTEREST.....	3
3. OFFER OF GRATUITIES	3
4. CONFLICT OF TERMS.....	4
5. NON-DISCRIMINATION	4
6. TIME OF COMPLETION	9
7. FEES AND INVOICING	9
8. NJ PROMPT PAYMENT ACT.....	10
9. WITHHOLDING PAYMENT FOR NON-DELIVERY OF DELIVERABLES.....	11
10. DELAY.....	11
11. CONSULTANT’S CLAIMS FOR DAMAGES	11
12. LIMITATIONS OF LIABILITY	12
13. DISPUTES.....	12
14. INDEMNIFICATION	12
15. TERMINATION FOR CONVENIENCE OF THE OWNER.....	13
16. TERMINATION FOR CAUSE.....	13
17. SUSPENSION	13
18. OWNERS RIGHT TO CARRY OUR THE WORK.....	14
19. NEW JERSEY PREVAILING WAGE ACT	14
20. PUBLIC ANNOUNCEMENTS	14

21. PATENTS	15
22. OWNERSHIP OF DOCUMENTS	15
23. COPYRIGHTS.....	15
24. RIGHT TO AUDIT.....	15
25. PROCEDURAL REQUIREMENTS AND AMENDMENTS	15
26. SECURITY AND STATE REGULATIONS	16
27. INSURANCE REQUIREMENTS.....	16
28. SUB-CONSULTANTS	17
29. SUB-CONTRACTORS	17
30. ASSIGNMENT.....	17
31. COMPLIANCE WITH LAW	17
32. SET-OFF FOR STATE TAX.....	18
33. COMPLETE AGREEMENT CLAUSE.....	18
34. SEVERABILITY CLAUSE	18
35. HAZARDOUS MATERIALS.....	18
36. THIRD PARTIES	18
37. FINAL ACCEPTANCE	19

1. ANTI-COLLUSION CLAUSE

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

2. CONFLICT OF INTEREST

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

3. OFFER OF GRATUITIES

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

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

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

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

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

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

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

4. CONFLICT OF TERMS

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

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

5. NON-DISCRIMINATION

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

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

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

CONSTRUCTION CONTRACTS

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

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

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

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

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

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

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or sub-contractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work,

the contractor or sub-contractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

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

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

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

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

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

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

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

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

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

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of

the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

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

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

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

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

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

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

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

6. TIME OF COMPLETION

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

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

7. FEES AND INVOICING

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

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

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

project. Invoices for all work performed shall be processed only after Owner review and acceptance of the work.

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

8. NJ PROMPT PAYMENT ACT

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

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

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

8.3 Interest

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

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

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

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

8.4.2 A Consultant not paid sums due under an approved invoice within thirty (30) days of the billing date may suspend performance without penalty for breach of contract, but only after providing the Owner with seven (7) days written notice of non-payment, and only in the event that the Owner fails to furnish the Consultant, within that seven (7) day period, with a written statement of the amount withheld and the reasons for the withholding. Nothing herein shall be construed to excuse the Consultant's non-performance, or to limit the Owner's rights and remedies relating to such non-performance, with regard to any monies withheld from the Consultant upon the proper notice provided under this Article 8 or with regard to any Consultant claim disputed by the Owner.

9. WITHHOLDING PAYMENT FOR NON-DELIVERY OF DELIVERABLES

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

10. DELAY

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

11. CONSULTANT'S CLAIMS FOR DAMAGES

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

11A. MUTUAL RESPONSIBILITY OF CONSULTANT, CONTRACTORS

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

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

12. LIMITATIONS OF LIABILITY

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

13. DISPUTES

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

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

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

14. INDEMNIFICATION

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

from the performance of this AGREEMENT or arising out of conditions created or caused to be created by the sole negligence of the Consultant, its agents, employees and subcontractors. The Consultant will defend the Owner, its employees, representatives, and agents from and against any and all suits, claims, demands, fines, penalties, awards, damages, costs and expenses as well as reasonable attorney fees and court costs, wherein any of the matters described in “A” or “B” above are alleged.

15. TERMINATION FOR CONVENIENCE OF THE OWNER

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

The Consultant shall be entitled to a proportion of the fee which the services actually and satisfactorily performed by it shall bear to the total services contemplated under this AGREEMENT less payments previously made, together with appropriate reimbursable costs to be negotiated between the Consultant and Owner.

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

16. TERMINATION FOR CAUSE

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

17. SUSPENSION

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

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

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

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

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

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

18. OWNER'S RIGHT TO CARRY OUT THE WORK

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

19. NEW JERSEY PREVAILING WAGE ACT

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

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

20. PUBLIC ANNOUNCEMENTS

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

21. PATENTS

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

22. OWNERSHIP OF DOCUMENTS

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

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

23. COPYRIGHTS

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

24. RIGHT TO AUDIT

The Owner reserves the right to audit the records of the Consultant in connection with all matters related to this AGREEMENT. The Consultant agrees to maintain records in accordance with generally accepted accounting principles for a period of not less than five (5) years after final payment. The consultant shall also maintain all documentation related to deliverables, products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available for audit to the New Jersey Office of the State Comptroller or any other State audit agency upon reasonable demand.

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

25. PROCEDURAL REQUIREMENTS AND AMENDMENTS

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

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

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

26. SECURITY AND STATE REGULATIONS

All personnel must observe all regulations in effect at the project site. While on State property, employees or sub-consultants of the Consultant will be subject to control of the Owner, but under no circumstances will such persons be deemed to be employees of the State. The Consultant or their personnel will not represent themselves as employees of the State.

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

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

27. INSURANCE REQUIREMENTS

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

a. COMPREHENSIVE GENERAL LIABILITY

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

b. COMPREHENSIVE AUTOMOBILE LIABILITY

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

c. WORKERS' COMPENSATION

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

d. PROFESSIONAL LIABILITY INSURANCE

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

28. SUB-CONSULTANTS

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

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

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

29. SUB-CONTRACTORS

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

30. ASSIGNMENT

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

31. COMPLIANCE WITH LAW

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

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

such performance and take other such action that it deems appropriate until compliance or remedial action has been accomplished by the Consultant to the satisfaction of the Owner.

32. SET-OFF FOR STATE TAX

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

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

33. COMPLETE AGREEMENT CLAUSE

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

34. SEVERABILITY CLAUSE

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

35. HAZARDOUS MATERIALS

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

36. THIRD PARTIES

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

37. FINAL ACCEPTANCE

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

FIRM NAME	KEY PERSONNEL & TITLE					
		BACKGROUND RESEARCH/ FIELDWORK	SUBMISSION OF DRAFT PRODUCT	SUBMISSION OF FINAL PRODUCT	PROJECT CLOSE-OUT PHASE	HOURLY WAGE LEVEL 1-7

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

KEY TEAM MEMBER PROJECT EXPERIENCE DATA SHEET

NAME _____

TITLE _____

FIRM _____

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

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

STATEMENT OF ASSURANCES FOR CONTRACTOR/CONSULTANT

ADDITIONAL FEDERALLY FUNDED AGREEMENT PROVISIONS APPLICABLE TO COMMUNITY DEVELOPMENT BLOCK GRANT- DISASTER RECOVERY FUNDED PROJECTS

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

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

Contractor/Consultant agrees to comply with all *applicable* federal CDBG-DR laws, guidelines and standards in a manner satisfactory to the State and HUD, including all administration and compliance requirements set forth by this Statement of Assurances. To the extent that Contractor/Consultant utilizes any subconsultants/subcontractors, Contractor/Consultant shall require and ensure that each subconsultant/subcontractor comply with all *applicable* federal CDBG-DR laws, guidelines and standards; any subcontracts entered into by Consultant shall set forth these requirements. Contractor/Consultant also agrees to comply with all *applicable* cross-cutting statutes and regulations, subject to waivers cited in the Federal Register, Docket No. FR-5696-N-01 (March 5, 2013) (Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving CDBG - DR funds in Response to Superstorm Sandy), as supplemented by additional applicable Notices published by HUD in the Federal Register.

Contractor/Consultant agrees to comply with the requirements of Title 24 of the CFR, Part 570 (HUD regulations concerning Community Development Block Grants).

The failure to list herein a legal requirement applicable to services performed by Contractor/Consultant does not relieve the Contractor/Consultant from complying with that requirement.

A. GENERAL PROVISIONS

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

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

C. **FINANCIAL MANAGEMENT AND PROCUREMENT**

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

D. **RECORDS AND RECORDS RETENTION**

1. In accordance with 2 CFR 200.333, 24 CFR 570.502 and 570.506, Contractor/Consultant shall retain financial records, supporting documents, statistical records, and all other records pertinent to this Agreement. The retention period shall be the longer of three (3) years after the expiration or termination of this Agreement, or three years after the submission of the annual performance and evaluation report in which the project is reported on for the final time, except that records for activities subject to the reversion of assets provisions at § 570.503(b)(7) or change of use provisions at § 570.505 must be maintained for as long as those provisions continue to apply to the activity. Notwithstanding the above, if any litigation, claim, or audit pertaining to the Agreement is started before the expiration of the applicable retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required retention period, whichever is later.
 2. Contractor/Consultant shall provide the State and HUD, including their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the Contract and the use of CDBG funds.
- E. FEDERAL LABOR STANDARDS:** *To the extent applicable*, Contractor/Consultant shall comply with Federal Labor Standards, including:
1. Section 110 of the Housing and Community Development Act of 1974, 42 U.S.C. §5310, 24 CFR §570.603 and HUD Handbook 1344.1 Federal Labor Standards Requirements in Housing and Urban Development Programs, as revised, which require that all laborers and mechanics (as defined at 29 CFR §5.2) employed by Contractor/Consultant (including its subcontractors/subconsultants) in connection with construction contracts over \$2,000, are paid wages at rates not less than those prevailing on similar construction in the locality as per the Davis-Bacon Act (40 U.S.C. §3141 *et seq.*), as amended; except that these requirements do not apply to the rehabilitation of residential property if such property contains less than 8 units;
 2. The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*), requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts of \$100,000 or greater be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work-week, and projects must comply with safety standards;
 3. The Federal Fair Labor Standards Act (29 U.S.C. 201 *et seq.*), requiring that covered nonexempt employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;
 4. The Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3), which apply to contracts and subcontracts for construction, prosecution, completion, or repair of public buildings, public works or buildings, or works financed in whole or in part by Federal loans or grants, and requires payment of wages once a week and allows only permissible payroll deductions;
 5. Department of Labor regulations in parallel with HUD requirements above:
 - a. 29 CFR part 1: Procedures for Predetermination of Wage Rates
 - b. 29 CFR part 5: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also, Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)

- c. 29 CFR part 6: Rules of Practice for Administrative Proceedings Enforcing Labor Standards In Federal and Federally Assisted Construction Contracts and Federal Service Contracts
 - d. 29 CFR part 7: Practice Before the Administrative Review Board With Regard to Federal and Federally Assisted Construction Contracts.
6. All applicable Federal Labor Standards provisions set forth in form HUD-4010. Consultant/Contractor will ensure that form HUD-4010 is included in all bid packages and subcontracts entered into with contractors, consultants, or other third parties to supply goods or perform services in connection with the Contract activities and paid with CDBG-DR funds.

F. SECTION 3 REQUIREMENTS

1. *To the extent applicable, Contractor/Consultant shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (“Section 3”). Section 3 is intended to encourage recipients of HUD funding to direct new employment, training, and contracting opportunities to the greatest extent feasible to low- and very low-income persons, and to businesses that employ these persons, within their community. Section 3 applies to grantees and subrecipients that receive assistance exceeding \$200,000 in certain types of HUD funding, including CDBG funding, and to contractors and subcontractors that enter into contracts in excess of \$100,000 funded by certain types of HUD funding, including CDBG funds, for any activity that involves housing construction, rehabilitation, and demolition, or other public construction. A guide to Section 3 applicability and compliance requirements is located at HUD’s http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3, under Frequently Asked Questions (FAQs).*
2. **Pursuant to 24 CFR 135.38, the following language shall be included in all contracts and subcontracts:**
 - a. *The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.*
 - b. *The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.*
 - c. *The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.*
 - d. *The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action,*

as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

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

G. FAIR HOUSING AND NON-DISCRIMINATION

1. *To the extent applicable, Contractor/Consultant shall comply with the following fair housing and non-discrimination laws. Any act of unlawful discrimination committed by Contractor/Consultant or failure to comply with applicable laws shall be grounds for termination of the Contract.*
 - a. *Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §200d et seq., and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which it receives federal financial assistance and shall immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to it this assurance shall obligate it, or in the case of any transfer of such property, and transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.*
 - b. *Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601–3619), and its implementing regulations, which require administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Title VIII further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.*
 - c. *Title II of the Civil Rights Act of 1968 (25 U.S.C. 1301-1303), and its implementing regulations, which prohibit discrimination because of race, color, religion, or natural origin in certain places of public accommodation.*

- d. Architectural Barriers Act (ABA) of 1968, 42 U.S.C. 4151 *et seq.*, and its implementing regulations. The ABA requires access to buildings designed, built, altered, or leased by or on behalf of the federal government or with loans or grants, in whole or in part, from the federal government. As used in the ABA, the term “building” does not include privately owned residential structures not leased by the government for subsidized housing programs.
- e. Title IX of the Education Amendments Act of 1972, 20 U.S.C. 1681 *et seq.*, which prohibits discrimination on the basis of sex in any federally funded education program or activity.
- f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, and its implementing regulations, which provide that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation, denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance.
- g. Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794d, and its implementing regulations, which require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities, and applies to all federal agencies when they develop, procure, maintain or use electronic and information technology.
- h. Section 109 of Title I of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973, as amended, and prohibits discrimination based on age as provided under the Age Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR 6.
- i. Section 104(b)(2) of the Housing and Community Development Act of 1974, 42 U.S.C. 5304(b), which requires communities receiving community development block grants to certify that the grantee is in compliance with various specified requirements.
- j. Age Discrimination Act of 1975, 42 U.S.C. 6101 *et seq.*, and its implementing regulations, which prohibit discrimination on the basis of age in programs and activities receiving federal financial assistance.
- k. Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12131 *et seq.*, as amended by the ADA Amendments Act of 2008, and its implementing regulations, which prohibits discrimination against people with disabilities by public entities, which includes any state or local government and any of its departments, agencies or other instrumentalities.
- l. Housing for Older Persons Act of 1995 (“HOPA”) (42 U.S.C. 3607), which governs housing developments that qualify as housing for persons age 55 or older.
- m. Accessibility requirements contained in Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12181 *et seq.*).
- n. Executive Order 11063: Equal Opportunity in Housing, November 20, 1962, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertain to equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.
- o. Executive Order 11246 (Johnson), September 24, 1965, as amended by Executive Order 11375 (Johnson), October 13, 1967, as amended by Executive Order 13672 (Obama), July 21, 2014, which prohibit discrimination in employment on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. Further, contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to insure that equal opportunity is provided in all aspects of their employment, including, but not limited to: employment, upgrading, demotion or transfer, recruitment or

- recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
- p. Executive Order 12086: Consolidation of contract compliance functions for equal employment opportunity, October 5, 1978.
 - q. Executive Order 12892: Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing, January 17, 1994.
 - r. Executive Order 12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, February 11, 1994.
 - s. Executive Order 13166: Improving Access to Services for Persons with Limited English Proficiency (LEP), August 11, 2000, and Federal Register Notice FR-4878-N-02 (available online at <http://www.gpo.gov/fdsys/pkg/FR-2007-01-22/pdf/07-217.pdf>), which require recipients of federal financial assistance to ensure meaningful access to programs and activities by LEP persons. (The State's Language Access Plan (LAP) is available online at http://www.renewjerseystronger.org/wp-content/uploads/2014/08/NJ-DCA-LAP_Version-1.0_2015.01.14-for-RenewJerseyStronger.pdf).
 - t. Executive Order 13217: Community-Based Alternatives for Individuals with Disabilities, June 19, 2001.
 - u. Executive Order 13330: Human Service Transportation Coordination, February 24, 2004.
 - v. Implementing regulations for the above:
 - i. 24 CFR part 1: Nondiscrimination in Federally Assisted Programs of HUD.
 - ii. 24 CFR part 3: Nondiscrimination on the Basis of Sex in Education Programs or Activities receiving Federal Financial Assistance.
 - iii. 24 CFR 5.105: Other Federal Requirements.
 - iv. 24 CFR part 6: Nondiscrimination in Programs, Activities Receiving Assistance under Title I of the Housing and Development Act of 1974.
 - v. 24 CFR part 8: Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development.
 - vi. 24 CFR 50.4(l) and 58.5 (j): Environmental Justice.
 - vii. 24 CFR 91.225(a)(1): Affirmatively Furthering Fair Housing.
 - viii. 24 CFR 91.325(a)(1): Affirmatively Furthering Fair Housing.
 - ix. 24 CFR 91.325(b)(5): Compliance with Anti-discrimination laws.
 - x. 24 CFR 91.520: Performance Reports.
 - xi. 24 CFR part 100 – part 125: Fair Housing.
 - xii. 24 CFR part 107: Non-discrimination and Equal Opportunity in Housing under Executive Order 11063 (State Community Development Block Grant Grantees).
 - xiii. 24 CFR part 121: Collection of Data.
 - xiv. 24 CFR part 135: Economic Opportunities for Low- and Very Low-Income Persons.
 - xv. 24 CFR part 146: Non-discrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance.
 - xvi. 24 CFR 570.206(c): Fair Housing Activities.
 - xvii. 24 CFR 570.487(b): Affirmatively Furthering Fair Housing.
 - xviii. 24 CFR 570.487(e): Architectural Barriers Act and Americans with Disabilities Act (State Community Development Block Grant Grantees).
 - xix. 24 CFR 570.490(a)-(b): Recordkeeping requirements.
 - xx. 24 CFR 570.491: Performance Reviews and Audits.
 - xxi. 24 CFR 570.495(b): HCDA Section 109 nondiscrimination.
 - xxii. 24 CFR 570.506(g): Fair Housing and equal opportunity records.
 - xxiii. 24 CFR 570.601: Affirmatively Further Fair Housing.
 - xxiv. 24 CFR 570.608 and Part 35: Lead-Based Paint.
 - xxv. 24 CFR 570.614: Architectural Barriers Act and Americans with Disabilities Act.
 - xxvi. 24 CFR 570.904: Equal Opportunity and Fair Housing Review

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

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

I. ENVIRONMENTAL REGULATORY COMPLIANCE

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

1. Floodplain management and wetland protection:
 - a. Executive Order 11990, Protection of Wetlands (May 24, 1977) (42 FR 26961), 3 CFR, 1977 Comp., p. 121, as interpreted by HUD regulations at 24 CFR 55, particularly sections 2 and 5 of the order;
 - b. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 CFR part 55, particularly section 2(a) of the order;
2. The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. §§1456(c) and(d));
3. In relation to water quality:

- a. Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution;
 - b. The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) et seq. and U.S.C. §349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial assistance can be entered into for any project which the U.S. Environmental Protection Agency (“EPA”) determines may contaminate an aquifer which is the sole or principal drinking water source for an area (40 CFR 149); and
 - c. The Federal Water Pollution Control Act of 1972, as amended, including the Clean Water Act of 1977, Public Law 92-212 (33 U.S.C. §1251, et seq.) which provides for the restoration and maintenance of the chemical, physical and biological integrity of the nation’s water.
4. Endangered Species Act of 1973 (16 U.S.C. §1531 et seq.), as amended, particularly section 7 (16 U.S.C. §1536);
 5. The Fish and Wildlife Coordination Act of 1958, as amended;
 6. Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.), particularly sections 7(b) and (c) (16 U.S.C. §1278(b) and (c));
 7. Executive Order 11738 (Nixon), Sept. 10, 1973, providing for administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans, and EPA regulations (40 CFR 15);
 8. The Clean Air Act of 1970 (42 U.S.C. § 7401 et seq.) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)), and 40 CFR 6, 51, 93, which prohibits engaging in, supporting in any way, providing financial assistance for, licensing or permitting, or approving any activity which does not conform to State or Federal implementation plans for national primary and secondary ambient air quality standards.
 9. The Farmland Protection Policy Act of 1981, 7 U.S.C.A. §4201 et seq., particularly sections 1540(b) and 1541 (7 U.S.C. §4201(b) and §4202), and Farmland Protection Policy, 7 CFR 658, which require recipients of federal assistance to minimize the extent to which their projects contribute to the unnecessary and irreversible commitment of farmland to nonagricultural uses;
 10. Noise abatement and control requirements at 24 CFR 51B;
 11. Explosive and flammable operations requirements at 24 CFR 51C;
 12. Requirements at 24 CFR 58.5(i) relating to toxic chemicals and radioactive materials;
 13. Environmental Justice, Executive Order 12898—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, February 11, 1994 (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

J. EQUAL EMPLOYMENT OPPORTUNITY

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

facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.” 41 CFR §60-1.3.

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

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.