



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

January 25, 2019

SOLICITATION OF PROFESSIONAL CONSULTANT SERVICES

PROJECT #: P1194-00

DEMOLITION CONSULTANT MULTIPLE AWARD TERM CONTRACT (TC-004)

STATE OF N.J., DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION

The New Jersey Division of Property Management & Construction (DPMC) is seeking to engage the services of 3-5 civil engineering consulting firms to provide demolition design and construction administration services to the N.J. Department of Environmental Protection's Blue Acres Buy-Out Program (NJDEP) and for other State demolition projects as necessary. These services will be used to develop designs for the demolition and proper disposal of dwelling units and associated structures on properties designated to be purchased as part of the State's Blue Acres Buy-Out Program. It is the intent of the State to award 3-year term contracts with options for two additional years to the selected consultant firms, and to engage these firms for all work under this contract on a rotating basis. It is anticipated that the consultants will be engaged on multiple assignments during the term of the contract.

Only those firms having a DPMC prequalification in the civil engineering discipline (Discipline Code P005) with a dollar rating of \$10 million or greater are eligible to compete for this term contract. Firms that are interested in the contract but not DPMC-prequalified must obtain DPMC prequalification in the civil engineering discipline before March 12, 2019. All joint venture firms must be separately prequalified by DPMC in civil engineering by March 12, 2019. Please visit the DPMC website at www.state.nj.us/treasury/dpmc to obtain a prequalification application (DPMC Form 48A) or contact the DPMC Prequalification Unit at (609) 633-3767.

Interested firms that meet the prequalification criteria must register and obtain an RFP package by contacting Catherine Douglass of DPMC at catherine.douglass@treas.nj.gov or (609) 777-3094. A complete RFP package will be emailed to the registered Consultant.

Questions may be submitted in writing from the interested consultants by the deadline of 2:00 p.m., Tuesday, February 12, 2019. Questions shall be directed to Catherine Douglass at catherine.douglass@treas.nj.gov. Please forward questions in WORD format and not PDF. No phone calls with questions will be accepted. Questions will be responded to in writing by the DPMC and issued by Addendum to all the interested Consultant firms.

Consultant proposals (an original and five copies) from interested firms are due to DPMC by **NO LATER THAN 2:00 PM, TUESDAY, MARCH 12, 2019.** Proposals will be accepted only from firms that have a prequalification in civil engineering with a dollar rating of \$10 million or greater and have in-house capabilities or sub-consultants prequalified with DPMC in P011

Environmental Engineering with a NJDEP Licensed Site Remediation Professional (LSRP) on staff, P037 Asbestos Management & Design, P065 Lead Paint Evaluation and Estimating/Cost Analysis.

The selection committee, comprised of members from the Departments of Treasury and NJDEP, will evaluate the proposals on the basis of the civil engineering firms' (and other proposed team members') experience on projects of a similar size and scope, the organization and staffing of the proposed project team; proposed approach to typical project assignments; and proposed hourly rates for the various levels of personnel. The firms must demonstrate in their proposals examples of successfully completed demolition projects, including but not limited to: project scoping/surveying, design development, permitting, bidding and construction administration.

All consultant firms responding to the RFP are required to comply with the requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27), regarding non-discrimination requirements in the performance of State contracts and P.L. 2005, C. 51 certification and disclosure of political contributions.

*Richard M. Ferrara, Assistant Deputy Director
Contracts & Procurement Unit
Division of Property Management & Construction
State of New Jersey
P.O. Box 034
Trenton, NJ 08625-0034*

REQUEST FOR PROPOSAL

DEMOLITION CONSULTANT
TERM CONTRACT TC-004

DPMC PROJECT P1194-00

Date: January 25, 2019

State of New Jersey
Department of Treasury
Division of Property Management & Construction
33 West State Street, 9th Floor
P.O. Box 034
Trenton, New Jersey 08625-0034

State of New Jersey
Department of Environmental Protection
Trenton, New Jersey 08625- 0420



State of New Jersey

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ELIZABETH MAHER MUOIO
State Treasurer

CHRISTOPHER CHIANESE
Director

DATE: March 4, 2019

TO: Mott MacDonald Dewberry
PS&S Aptim Environmental & Infrastructure
Yu & Associates Michael Baker International
Boswell Engineering CME Associates
CDM Smith Louis Berger US, Inc.
NV5, Inc. AECOM

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

SUBJECT: Addendum "B" dated March 4, 2019
Project P1194-00, Demolition Consultant Multiple Award
Term Contract (TC-004)

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

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

Date Received

Firm Name

Address

Signature

Title

**Project P1194-00
Demolition Consultant Multiple Award Term Contract (TC-004)
Addendum "B"
March 4, 2019**

This ADDENDUM is issued for the purpose of clarifying and amending certain requirements of the Request for Proposal 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 contract. Unless specifically noted or specified hereinafter, all work shall comply with the applicable provisions of the Contract

Responses to Consultant Questions (*Responses are in Italics*)

PS & S

Q1: We are proposing to submit as the head of the team with two sub-consultants. The sub-consultants include one for "estimating and cost analysis" and the second for "asbestos and lead paint." Do we simply submit a signed copy of the sub-consultant's rate schedules along with ours?

A: *Yes, if a sub-consultant on the team will have separate loaded hourly rates for their services, a separate rate schedule must be submitted with the prime's technical proposal with hourly rates provided for the sub-consultant's services. There should be no blanks on the form and an Authorized Signature must be included for each sub-consultant at the bottom of each form.*

End of Addendum "B"



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: February 22, 2019

TO: Mott MacDonald Dewberry
PS&S Aptim Environmental & Infrastructure
Yu & Associates Michael Baker International
Boswell Engineering CME Associates
CDM Smith Louis Berger US, Inc.
NV5, Inc.

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

SUBJECT: Addendum "A" dated February 22, 2019
Project P1194-00, Demolition Consultant Multiple Award
Term Contract (TC-004)

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

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

Date Received

Firm Name

Address

Signature

Title

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

PROJECT: P1194-00
Demolition Consultant Multiple Award Term Contract (TC-004)
State of New Jersey, Department of the Treasury
Division of Property Management and Construction

DATE: February 22, 2019

ADDENDUM "A"

This ADDENDUM is issued for the purpose of clarifying and amending certain requirements of the Request for Proposal 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 contract. Unless specifically noted or specified hereinafter, all work shall comply with the applicable provisions of the Contract.

Responses to Consultant Questions (Responses are in Italics)

Q: On the top of page 13 of the RFP it says "***All personnel listed at or above "Level 4" shall be designated as key personnel.....***" As such are we only to list the KEY personnel on the ***Project Key Personnel List*** and ***Key team member project experience data Sheets*** forms? This question is also being driven by the fact that the ***Project Key personnel list*** form has the last column on the right asking to be filled in for levels 1-7.

A: *Yes. The firms are only to list personnel at or above Level 4, i.e. Levels 7-4 as Key Personnel.*

Yu-Associates

Q1: Is it possible to provide an example final report of a "typical" project?

A: *There is no "final report" for each project, each project requires design specifications and a close-out package with standard close-out forms. Refer to Section 7.4 of the RFP, p.21.*

Q2: Since we are located in Northern New Jersey, what is the radius in which projects will be assigned (i.e. will we be assigned projects in Southern New Jersey or will we be assigned projects within a 30-mile radius? Are assignments by County?

A: *There is no geographic limitation for project assignments. New projects may be at any location in New Jersey when the next project in the rotation is ready for assignment.*

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Q3: In Section 8.2 ORDER OF ASSIGNMENT AND PERFORMANCE. It discusses the establishment of the order for rotating the assignments of work order assignments throughout the contract period. This process is described, and we are told that selection will be in the "order of technical ranking as described in Section 6.6.1.1." We are unable to find the Section 6.6.1.1 referred to in the first paragraph of this section.

A: *This reference to Section 6.6.1.1 was in error and the correct reference is 6.1.1 Evaluation Criteria.*

Q4: Yu & Associates is prequalified in P025 Estimating/Cost Analysis. Is there a need for a 3rd party cost estimating firm for this work if we are prequalified?

A: *No, if the prime firm is prequalified in the required discipline, there is no need to add a sub-consultant in this discipline.*

Q5: The Proposal format requirement indicates that these items are to be included Resumes of Project Key Personnel and "Key Team Member Project Experience Data Sheets" (forms enclosed); Does this mean we can put long form resumes in for our entire team and only the Key Team Member Sheets in for personnel expecting to be on the project 20% or more on the work orders assigned?

A: *No, resumes are only required from Project Key Personnel, Levels 7-4. The Key Team Member Data Sheets should include only personnel levels 7-4.*

CME Associates

Q: On page 2 of the RFP, the Table of Contents states "4.1.1 Stage 1 – Mandatory Pre-Proposal Meeting." However, on page 7 of the RFP, it states "4.1.1 Stage 1 – RFP Question and Answer Period." Will there be a mandatory pre-proposal meeting for this RFP? If so, please provide the details for this meeting. If not, has the pre-proposal meeting been replaced by the question and answer period? Please clarify.

A: *The reference to the Mandatory Pre-Proposal Meeting in this section was in error. The pre-proposal meeting was replaced by the question and answer period and there is no pre-proposal meeting scheduled.*

CDM Smith

Q1: In Section 7.4 of the RFP, as part of the bound close-out manual, please define what the Final Site Plan will consist of since the property will at that point be vacant. Is this site plan to be a formal survey of the final graded vacant property or some other type of plan? If a formal survey, do we need to identify a NJ licensed surveyor in our proposal or will this survey work be bid out for each project?

A: *No final site plan or formal survey is required at Consultant's Project Close-Out. However, all other documents are required as part of the bound close-out manual outlined under 7.4 Consultant Project Close-Out Requirements.*

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Q2: The forms references in Section 5.2.6 were not included in the RFP package. Will these be provided or can we use the standard forms from other State contracts?

A: *These administrative forms are available on the DPMC website at:
https://www.nj.gov/treasury/dpmc/project_major_advertisements.shtml*

Louis Berger

Q1: The proposal Table of Contents notes a "Mandatory Pre-Proposal Meeting"; however, this is not included in the body of the document. Please confirm that there is no mandatory pre-proposal meeting.

A: *See response above to same question from CME.*

Q2: What is the anticipated timeline for notice of award following submission of the RFP on March 12th?

A: *We anticipate contract award in approximately 4-6 weeks following submission of the RFP proposals.*

Q3: Are there minimum and maximum award amounts associated with each task order?

A: *No, the fee for each work order assignment will be dependent on the size and tasks associated with that specific demolition assignment. There are no minimum or maximum award amounts. However, based on the State's experience with the program over the past five years, the State has a general understanding of the appropriate fee amounts required to complete demolition assignments of varying sizes and will utilize this information when reviewing and approving fees for new assignments.*

Q4: Is there a maximum award amount (monetary cap) that would be associated with each master contract?

A: *No, there is no maximum award amount for each master contract.*

Q5: Does the DPMC have an anticipated overall budget and/or contract value for the demolition consultants for this program/contract?

A: *No, there is no anticipated overall budget for the program or contract.*

Q6: What is the amount expended on the current Demolition Consultant Term Contract?

A: *Approximately \$4 million to date spread among the six firms currently on Term Contract TC-008.*

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Addendum "A"
Page 4

Q7: The scope of work does not mention topographic/utility or property boundary surveys as part of the scope; however, it appears that this should be an anticipated service. Are the consultants expected to provide this service within the scope?

A: *No, surveying services are being provided by land surveying consultants contracted separately.*

Q8: As the applicant on permits, will DPMC pay the costs of permit fees, or will permit fees be waived by NJDEP?

A: *Yes, permit fees are paid directly by DPMC to the appropriate agency.*

Q9: Under Site Remediation and Restoration, the requirement for compacting backfill to 95% Proctor is not conducive to the successful establishment and persistence of woody vegetation, nor for the infiltration of rainfall. Can this requirement be modified based on site conditions and target restoration goals?

A: *No. To date all properties under this program have met the required 95% compaction rate with no issues related to rainfall infiltration.*

Q10: Does the asbestos abatement work have to confirm to NJAC 5:23-8 regulations?

A: *Yes.*

Aptim

Q1: General: what is the anticipated make-up of structures to be demolished? All residential, all commercial, or a combination thereof?

A: *Residential structures only.*

Q2: General: will the LSRP be responsible for issuance of remediation documents up to and including a Response Action Outcome following the closure of on-site drywells, cisterns, shallow wells (i.e. points, cesspools, or any subsurface disposal system for either sewage or laundry waste) and any drainage collection system for storm water following closure?

A: *No, the LSRP is not typically responsible for the preparation of remediation documents for these demolition projects. However, if the LSRP is required they may be utilized under certain circumstances of unforeseen conditions.*

Q3: General: if the LSRP is to issue remediation documents, who are these documents to be issued to (i.e., who is the person responsible for completing the remediation)?

A: *Any remediation work is required to be completed by the contractor performing the demolition work.*

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Q4: Section 7.2.1, Item #4: Who is responsible for determining if LBP debris is "household waste" and considered to be ID 13C waste?

A: *This is the Demolition Consultant's responsibility. However, in the history of the initial Term Contract TC-008 contract, the majority of waste has been classified as Construction and Demolition waste, except for ACM debris.*

Q5: Section 7.2.2, Item #1: Is there a requirement to analyze masonry materials from foundations, footings, sidewalks, etc. prior to using as excavation backfill?

A: *Yes, it is the Consultant's responsibility to analyze and determine that masonry materials are free from any hazardous materials prior to using as excavation backfill.*

Q6: Section 7.2.2, Item #4: May asphalt/bituminous materials be recycled at a properly permitted facility?

A: Yes

Q7: Section 7.2.2, Item #6: Will the Awarded Contractor be responsible for obtaining Division of Land Use Regulation Permits?

A: No

Q8: Will the Awarded Contractor be responsible for completing soil sampling/analysis following the removal of Above-Ground Oil Tanks in accordance with the Quality Assurance for Sampling and Laboratory Analysis in the Technical Requirements for Site Remediation at N.J.A.C. 7:26E-2, regardless of evidence of a discharge?

A: No

Q9: The RFP reference USEPA NESHAP regulations associated with the removal of asbestos prior to demolition. NESHAP does not apply to individual home owners. Will it apply here because this is considered a "Program" in which the owner might be the state of New Jersey? If so, would the asbestos project be considered a state project and fall under the requirements of Subchapter 8 Asbestos Abatement Regulations?

A: Yes

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Page 6

Q10: The RFP references HUD and a Lead Evaluation Firm in association with lead-based paint. However, demolition typically follows OSHA's regulations for lead-based paint. Will the consultant and contractor be required to follow HUD lead-paint requirements even though they are not applicable? If OSHA will be followed, is a Lead Evaluation Firm needed?

A: *No, the consultant and contractor will be required to follow OSHA regulations for lead-based paint. However, per the Prequalification Requirements under Section 4.3.1, a firm prequalified in Lead Paint Evaluation (P065) is required for the prime Demolition consultant as a sub-consultant.*

End of Addendum "A"

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1.0 PURPOSE, INTENT AND GENERAL GUIDELINES

- A. The purpose of this Request for Proposal (RFP) is to solicit proposals from DPMC-prequalified CIVIL ENGINEERING firms for the New Jersey Departments of Environmental Protection (NJDEP) and Treasury to award a 3-year term contract to provide demolition design and construction administration services for the DEP Sandy Blue Acres Acquisition Program and other statewide demolition projects as necessary. These consulting services may be used to develop preliminary surveys, assessments, scopes of work and/or design documents and specifications for the demolition, proper disposal and disposition of buildings and structures on designated properties. The services will include disconnecting all utilities, the closing of all wells, pumping and filling of all septic systems/cesspools, removal and testing of above ground and underground storage tanks and removal of hazardous materials from the properties. The Consultant firm will be responsible for preparing the necessary design/bid documents to be advertised for bid to DPMC classified construction contractors and providing permit coordination, bidding support and construction administration services.
- B. It is the intent of the State to award 3-year term contracts to approximately 3-5 Consultant firms. It is the State's intent to engage all the Consultant firms contracted for work under this contract on a rotating basis as described in Section 8.2. It is anticipated that the consultants will be engaged on multiple assignments of varying sizes during the term of the contract.
- C. For the purpose of engagement on project assignments, the term of this contract will be three (3) years from the date of contract execution. The project assignments initiated before the completion of the term of this contract will proceed to conclusion. The State reserves the right to extend the contract for all or any part of a calendar year on the terms specified in Section 6.7.2 of this RFP.
- D. The State/DPMC reserves the right to perform the services described in this RFP itself or to contract out separately for these services if deemed to be in the best interest of the State.

2.0 BACKGROUND

The NJDEP Green Acres Program has been acquiring land for open space purposes since 1961. The funds for its acquisitions are derived from voter-approved bond referendums. The Green Acres, Farmland, Blue Acres, and Historic Preservation Bond Act of 2007 authorized funds for the acquisition of open space but it expanded the Green Acres Program's purview to allow for the acquisition of lands in the floodways of the Delaware River, Passaic River and/or Raritan River, and their respective tributaries for recreation and conservation purposes. Additional funds were also approved by the voters in the Green Acres, Water Supply and Floodplain Protection, and Farmland and Historic Preservation Bond Act of 2009. This subsequent set of bond monies expanded the acquisition of flood-prone properties on a State-wide scale.

Blue Acres acquisition properties (including structures) are those that have been damaged by, or may be prone to incurring damage caused by, storms or storm-related flooding, or that may buffer or protect other lands from such damage, and are eligible for acquisition from willing sellers.

In 2010, the Blue Acres Program began leveraging the dedicated open space acquisition funds by making grant applications to the Federal Emergency Management Agency (FEMA) in coordination with the New Jersey Office of Emergency Management (NJOEM) to mitigate flood-prone or flood-damaged structures by acquiring and demolishing the homes, opening up the floodplain, and deed restricting the land as open space in perpetuity. The demolition design and construction administration services outlined in this RFP are a result of FEMA

Hazard Mitigation Grant Program (HMGP) and HUD Community Development Block Grant (CDBG) Disaster Recovery funds awarded to NJDEPs Sandy-Blue Acres Program following the flood devastation that resulted from Superstorm Sandy in 2012. Projects may be funded from various grant funds to accomplish Blue Acres Program objectives.

Under this term contract, the State/DPMC will engage consultants to produce scopes of work and bid documents for demolition, site remediation and restoration. The Consultants' assignments may include, but will not necessarily be limited to, the following tasks:

- Preliminary Site Investigations
- Project Scoping Documents
- Preparation of Designs and Bid Specifications
- Develop Specifications for Proper Removal and Disposal of Hazardous Materials
- Develop Specifications for Site Remediation (if necessary) and Restoration After Demolition
- Compliance with all Environmental Statutes and Regulations
- Project Outreach Participation
- Coordination with Federal, State and/or Local Officials
- Quality Control/Assurance
- Bid Support Services
- Construction Administration and Oversight

Additional information regarding contract scope of work requirements are included in Section 7.0 Scope of Work of this RFP.

NOTE: FEMA Requirements – The work under this contract may be funded and or reimbursed in whole or in part by FEMA. As such, the Consultant may be directed as part of its responsibilities to meet FEMA requirements in order for services/work to be funded or reimbursed by FEMA and to ensure that all applicable FEMA standards of performance are complied with in their specifications or deliverables.

Additional Requirements – The work under this contract may also be funded and/or reimbursed in whole or in part from U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Disaster Recovery funds. These additional requirements are described in the Statement of Assurances for Contractors/Consultant – Additional Federally Funded Agreement Provisions Applicable to Community Development Block Grant-Disaster Recover funded Projects. Additionally, other federal programs or State programs (GSPT dedicated funds or other State sources) may also participate in funding or reimbursing the State for services or work under this contract. As such, the Consultant may be directed as part of its responsibilities to meet these other federal and/or State program requirements in order for services/work to be funded or reimbursed by the respective funding agencies or Programs, and to ensure that all applicable performance standards of these Programs are followed in their specifications or deliverables.

3.0 DEFINITIONS

Addendum - If the State decides to revise this RFP, the State will issue the revisions to all bidders in a document called an "Addendum."

Assignment – The scope of services of a specific Work Order to be completed under the requirements of this contract.

Award Letter – Notice of Contract Award letter issued to the selected consultants at the onset of the contract period.

Awarded Contractor- The construction contractor awarded a contract by the DPMC for demolition and/or site remediation/restoration on designated properties.

CDBG - Community Development Block Grant.

Consultant – The person, partnership, corporation or joint venture that has a contractual agreement with the State of New Jersey

Contract –The full agreement between the State and the successful bidder that defines the performance of the work including the RFP, General Conditions, Statement of Assurances, consultant’s proposal, award notice, Work Orders, and Notice to Proceed for individual Work Orders.

Contractor - A person, partnership, corporation or joint venture that has a contractual agreement with the State of New Jersey.

Deliverables - Items defined in the Scope of Work, Section 7.0 as products or proof of services rendered under this Contract.

Director - Director of the Division of Property Management & Construction, Department of the Treasury, or it’s designee, who by statutory authority is the Contracting Officer for the State of New Jersey.

DPMC – Division of Property Management & Construction, a division of the New Jersey Department of the Treasury.

Evaluation Committee -A committee established by the DPMC Director to review and evaluate bid proposals and to recommend contract awards. The committee for this RFP shall include representatives of the Departments of Environmental Protection and Treasury.

FEMA – Federal Emergency Management Agency.

General Conditions – The General Conditions to the Demolition Consultant Term Contract TC-004 which describes additional terms and conditions of the contract.

HUD – U.S. Department of Housing and Urban Development.

Issuing Office - Division of Property Management & Construction, Department of the Treasury.

Joint Venture - Two or more companies, individuals, corporations, partnerships or other entities that form a temporary union for the purpose of performing the work of this RFP. Both joint venture firms must be prequalified by DPMC in the civil engineering discipline to be eligible for consideration on this contract.

Key Personnel – Consultant’s assigned project personnel, defined by the level of expertise, dedicated to each project phase.

Loaded Rates – All inclusive rates submitted by the Consultant for use during the term of this contract. These loaded rates should include all anticipated costs for travel, overhead, administrative costs, insurance, reproduction, printing, mail and messenger services, office equipment, phone costs, meals and lodging, professional fees, and profit.

NJDEP-New Jersey Department of Environmental Protection.

Notice to Proceed - A written notice given by the State DPMC to the Consultant fixing the date on which the Consultant is permitted to start the performance of work under this contract following the issuance of approved Work Orders.

Project Manager-The DPMC representative with overall responsibility for overseeing the services to be performed for each assignment under this contract.

Proposal - The submittal required at the second stage of the selection process, including a technical proposal, completed “Term Contract Rate Schedule by Personnel Levels” form, and all required administrative forms as outlined in Section 5.0 of this RFP.

RFP - Request for Proposal.

SOW - Scope of Work.

State –The Director of the Division of Property Management & Construction, Department of the Treasury or its designee, acting for the State/DPMC or NJ DEP under statutory authority as Contracting Officer for the State of New Jersey.

Work Order – Following contract award, the Consultant shall receive from the DPMC/NJDEP a brief scope of work for each individual demolition assignment. An assignment may involve one or more properties. The Consultant shall prepare a proposal using the pre-established rates submitted in its proposal, on a Work Order form (Form xxx). The Work Order form shall include the number of hours and labor rate for each proposed task. If acceptable, the Work Order form shall be signed by NJDEP and authorized by the DPMC Contracting Officer, or his designee, signifying the State’s acceptance of the Consultant’s proposed price.

4.0 SELECTION PROCESS PROCEDURES

This RFP is being issued by the Department of the Treasury, DPMC on behalf of the NJDEP Sandy-Blue Acres Acquisition Program. The RFP is part of a competitive bidding process which is governed by statutory law, see N.J.S.A. 52:34-6 et seq.; N.J.S.A. 52:34-9.1 -9.7, and N.J.S.A. 52:34-12 et seq. The procedures and submissions required herein are necessary to comply with the statutes and other laws applicable to this procurement, and to ensure a full, fair and informed competition and contract award resulting in the best value to the State. Read the instructions in this RFP carefully. **Failure to comply with the mandatory requirements of the RFP will result in proposal rejection.**

4.1 SELECTION PROCESS STAGES

There are two stages in the selection process for this contract:

Stage 1 – RFP Question and Answer Period

Stage 2 - Submission of Technical Proposal & Hourly Rate Schedule by Personnel Level

4.1.1 STAGE 1 - RFP QUESTION AND ANSWER PERIOD

Questions may be submitted in writing from the interested consultants by the deadline listed below. **Questions shall be directed to Catherine Douglass at catherine.douglass@treas.nj.gov . Please forward questions in WORD format and not PDF. No phone calls with questions shall be accepted.**

Questions will be responded to in writing by the DPMC orDEP and issued by Addendum to all the interested Consultant firms. The deadline for Consultant questions on this RFP is:

Date: February 12, 2019 Time 2:00 PM

4.1.2 STAGE 2 - SUBMISSION OF TECHNICAL PROPOSAL & TERM CONTRACT RATE SCHEDULE

As discussed in RFP Section 5.0 below, the technical proposal and rate schedule must include all required information pertaining to the Consultant's experience and hourly rates, and any other information required by the State for this contract. **An original and five (5) copies of the proposal must be submitted by the due date and time.**

In order to be considered for award, the proposal and all required attachments and information must be received by the DPMC at the appropriate location by the required time. **Any proposal not received on time will be rejected.**

]	Date:	TUESDAY, MARCH 12, 2019
]	Time:	No Later than 2:00 PM
]	Location:	Plan Room - 9th Floor
		Department of Treasury, Division of Property Management
		Construction
		Contracts & Procurement Unit
		33 West State Street, 9th Floor
		Trenton, New Jersey 08608
		ATTENTION: CATHERINE DOUGLASS

NOTE: Consultants using USPS Regular or Express mail services should allow additional time since USPS mail is not delivered directly to the DPMC

4.2 RFP AND PROPOSAL SUBMITTAL PROCEDURES

The following procedures apply to this RFP.

4.2.1 ISSUING OFFICE

This RFP is issued by the DPMC. It is being issued in accordance with N.J.S.A. 52:34-6, N.J.S.A. 52:34-9.1 - 9.7 and N.J.S.A. 52:34-12. For purposes of this selection process, the DPMC is the sole point of contact between the Consultant and the State. Consultants should not contact the NJDEP directly with questions or clarification requests about this RFP or the selection process. **All questions must be submitted in writing to the DPMC.**

4.2.2 QUESTIONS, EXCEPTIONS AND ANSWERS

If consultants have any questions about or objections to the RFP prior to the question cut-off date, the DPMC will respond to questions and exceptions posed in writing. Answers to questions submitted in writing prior to the stipulated question cut-off date will be provided as an Addendum to the RFP. All answers documented in an Addendum will be binding on consultants and the State unless subsequently modified by the DPMC in writing. **Any oral explanations or instructions not covered by an Addendum shall not be binding on the State.**

4.2.3 PROPOSAL CLARIFICATION

Proposals will be reviewed by an Evaluation Committee appointed by the DPMC Deputy Director. Where the Evaluation Committee reviewing the proposals determines that any or all of the proposals require some clarification, the Evaluation Committee may require any or all of the consultants to clarify their proposals through an oral presentation or through written responses to written questions. At such an oral presentation or in such written questions, the Committee may request the Consultant to clarify or explain items in its proposal. However, the oral or written presentation may not be used to supplement or to change the original proposal. The DPMC will schedule the time and place of any such oral presentations.

4.2.4 PUBLIC ACCESS TO SUBMISSIONS

Pursuant to the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., following award of this contract, all firms are welcome to review all technical proposals, score sheets, and all other contract documents. Firms can schedule a review appointment by contacting the DPMC Selection Coordinator Catherine Douglass at (609) 777-3094 to schedule an appointment.

In addition, the following notice will apply to all successful proposals submitted under this RFP:

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 RFP is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will 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.

4.2.5 PROPOSAL PREPARATION COSTS

Consultants are responsible for the preparation and submission of their proposals. The State of New Jersey assumes no responsibility or liability for any costs incurred by any consultant in the preparation of the submissions.

4.3 MANDATORY REQUIREMENTS

4.3.1 PREQUALIFICATION REQUIREMENTS

In order for a proposal to be considered responsive to this RFP, the Consultant must have a current DPMC prequalification in the “CIVIL ENGINEERING” discipline with a rating of \$10 million and have in-house capabilities or Sub-Consultants prequalified with DPMC in the following professional disciplines:

- P011 Environmental Engineering that also has a NJDEP -Licensed Site Remediation Professional (LSRP) on staff
- P037 Asbestos Management & DesignP065 Lead Paint Evaluation

- P025 Estimating/Cost Analysis

Consultants shall also 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 RFP. Additionally, if a sub-consultant is proposed for a discipline for which no DPMC prequalification exists, the sub-consultant's acceptability will be determined by the DPMC.

For a joint venture, both firms must have a current DPMC prequalification in "Civil Engineering" and at least one firm must have a rating of \$10 million.

The Consultant agrees to keep its DPMC prequalification in the "Civil Engineering" discipline in good standing throughout the term of this contract and to assure that any subconsultant's prequalification is also kept in good standing. If the Consultant's prequalification or subconsultant's prequalification lapses, it will not be assigned any additional work until the time that its prequalification is satisfactorily restored.

4.3.2 OTHER REQUIREMENTS

The Consultant must comply with all of the mandatory procedures and requirements of the RFP and must agree to all of the material terms and conditions contained in this RFP including the General Conditions to the Demolition Consultant Term Contract TC-004 included as an attachment to this RFP. Failure to do so will result in proposal rejection.

5.0 PREPARATION AND SUBMISSION OF PROPOSALS

In order for a proposal to be considered responsive, a Consultant must agree to perform the Scope of Work described in this RFP, agree to the terms and conditions provided in this RFP, complete the attachments provided with this RFP, and provide the information as required below. Consultants are advised to read the entire RFP and any addenda subsequently issued by the DPMC before preparing and submitting their proposals.

5.1 PROPOSAL PACKAGE – GENERAL REQUIREMENTS

5.1.1 EVALUATION CRITERIA

Consultants shall submit a complete technical proposal outlining their past experience and qualifications to perform this contract. The technical proposal must be prepared to respond to the "Evaluation Criteria." These Evaluation Criteria include Organization Chart/Staffing Plan, Experience on Projects of a Similar Size and Nature, Project Approach to Services on a Typical Project Assignment and Term contract Rate Schedule By Personnel Levels. The technical proposal will be evaluated by the selection committee in accordance with these evaluation criteria.

5.1.2 STRUCTURE OF FIRM/PROJECT TEAM/JOINT VENTURE

In the proposal, the Consultant shall delineate the structure of its project organization, and shall describe its approach to the management of this project as defined below. For a Joint Venture, only one of the members shall act as the lead member in dealing with the State regarding negotiations of scope of work and costs for the site-specific engagements under the contract.

5.1.3 REQUIRED FORMAT OF PROPOSAL PACKAGE

The proposal package, an original and five (5) copies, which must be completed and returned **before 2:00 PM, TUESDAY, MARCH 12, 2019**, consists of the following components:

- Cover Letter summarizing the firm's understanding of the project based upon the Scope of Work, past experience, etc.;
- Organization Chart/Staffing Plan (Section 5.2.1);

- “Project Key Personnel List” (form attached);
- Resumes of Project Key Personnel;
- Experience on Projects of a Similar Size and Nature (Section 5.2.2);
- “Key Team Member Project Experience Data Sheets” (form enclosed);
- Project Approach (Section 5.3.2);
- Term Contract Rate Schedule by Personnel Level (form enclosed);
- Consultant Affidavit (form enclosed);
- Required Administrative forms (McBride Principles Investment Activities in Iran, Compliance Certification, Certificate of Employee Information Report, Public Law 2005 Chapter 92 (Source Disclosure form), Certificate(s) of required insurance coverage.

Please ensure that all of the above items are addressed in your proposal in the same order as stated above.

5.2 PROPOSAL PACKAGE – CONTENT & ORGANIZATION

5.2.1 ORGANIZATION CHART/STAFFING PLAN.

The Consultant shall furnish information on the management and technical staff who will be directly engaged in the activities under this contract. A chart which delineates the Consultant’s project organization, including the program and project manager(s) and the other professional and technical personnel, and describes the roles of the various personnel, should be included in the technical proposal. No personnel substitutions are permitted without the consent of the DPMC.

The Consultant must demonstrate its capability to support its existing obligations while undertaking the work in this contract.

The Consultant shall identify key personnel and project managers, including those of any Sub-consultants, who will be assigned to work under this contract, and their respective roles. The number and disciplines of the staff that will be available to accomplish the various tasks within the contract assignments shall be included.

The Consultant shall complete and include the attached “Project Key Personnel List.” The Consultant shall indicate generally the respective percentages of time that each key individual will be dedicated to perform each phase of work on a typical residential demolition assignment based on a 40-hour workweek.

5.2.2 EXPERIENCE ON PROJECTS OF A SIMILAR SIZE AND NATURE

The Consultant shall demonstrate through examples of past projects its experience in completing projects involving the demolition services required under this contract. The example shall cover all aspects of these tasks, including but not limited to: preliminary surveys and site investigations; project scoping documents; preparation of designs and bid specifications; proper removal of hazardous materials; site remediation and restoration; and other tasks outlined in Sections 2.0 and 7.0 of this RFP. Also, personnel presented in the proposed organization chart/staffing plan should be identified with the project history examples in their resumes. The Consultant shall also specify past working experience with State and/or Federal government. The Consultant shall limit past project descriptions to a maximum of five (5) past projects which best reflect the tasks to be required on this contract and are similar in scope to the work described in this RFP.

The Consultant shall complete the attached “Key Team Member Project Experience Data Sheet” for each team member. The form must be reproduced as needed.

5.2.3 PROJECT APPROACH TO SERVICES ON A TYPICAL PROJECT ASSIGNMENT

The Consultant shall describe its approach to providing services for typical demolition assignments, including the following:

- A. The Consultant's procedures in completing typical demolition assignments, including approaches used on similar contract assignments, etc.
- B. Identification of the individuals/Subconsultants on the Consultant's team who will be responsible for the various tasks associated with the demolition assignments, including those who will oversee the work, who serve as the liaison with the State, and provide procedures for selecting and managing sub-consultants, etc.
- C. The Consultant's contingency plans for dealing with problems and correcting errors that occur.
- D. The Consultant's policies and procedures for maintaining quality control and conducting inspections and oversight of the work.
- E. The Consultant's understanding and knowledge of DPMC and NJDEP procedures and processes. Also, the Consultant's knowledge and familiarity with the FEMA and HUD requirements noted in Section 2.0.

5.2.4 TERM CONTRACT RATE SCHEDULE BY PERSONNEL LEVELS.

The Consultant shall submit a completed "Term Contract Rate Schedule by Personnel Level" on the form provided in this RFP.

The form shall provide all-inclusive, fully "loaded" rates for the various Personnel Levels that may be required during the term of the contract. These loaded rates must include all costs required for each Personnel Level including all anticipated costs for travel, overhead, administrative costs, insurance, reproduction and printing, mail and messenger services, office equipment and phone costs, meals and lodging, professional fees and profit.

Loaded rates must be submitted for all Personnel Levels from 1 through 7, for each contract period. The "base" period is the original three year term of this contract. Should the State opt to extend the contract, the rates for "Option One" will apply for the initial one-year extension, and the "Option Two" rates will apply for the optional second year extension. The rates must be typed or written in ink; the State will not accept rates prepared in pencil. **PLEASE DO NOT LEAVE ANY BLANKS, AS THIS WILL RESULT IN YOUR PROPOSAL BEING CONSIDERED NON-RESPONSIVE AND REJECTED BY THE STATE.**

Attached to the "Term Contract Rate Schedule by Personnel Level" form is a guide that describes the seven Personnel Levels for which hourly rates are to be submitted. This guide, "Personnel Levels with Examples" note some specific job duties, qualifications and experience levels that apply to the various Personnel Levels. These Personnel Levels are considered typical professional and technical levels required to accomplish the work specified in the Scope of Work and are to be used for establishing a rate schedule.

All seven Personnel Levels must be filled in for each term contract period. Failure to submit a complete rate schedule for each contract period will result in the proposal being deemed non-responsive and rejected.

Following the completion of rate schedules for each of the three contract periods, the Consultant shall enter the "average rate" for each contract period at the bottom

of the form (under “Level 1” rates). These average rates shall be derived by calculating the mathematical average of the rates for all seven Personnel Levels, for each contract period. These average rates are used by the State as a comparative tool to evaluate the respective rates for each Consultant.

All personnel listed at or above “Level 4” shall be designated as key personnel and considered a contractual commitment by the Consultant. Subsequent to contract award, any change in key personnel will require written approval from the DPMC.

The “Term Contract Rate Schedule by Personnel Level” form must be signed in ink by an authorized person and submitted with the bid proposal. Typed, stamped or penciled signatures are not acceptable. For a proposal by a joint venture, the rate schedule sheet must be signed by an officer of each joint venturer. Unsigned “Term Contract Rate Schedule by Personnel Level” forms will be deemed nonresponsive and rejected by the State.

5.2.5. CONSULTANT AFFIDAVIT

The attached “Demolition Consultant Multiple Award Term Contract Consultant Affidavit” must be signed, dated, notarized and returned as part of the proposal. This form signifies acceptance of all terms, General Conditions, and specifications set forth and included with this RFP. All signatures must be in ink.

5.2.6. ADMINISTRATIVE FORMS

The Consultant must include the following completed forms with their proposal:

- A. **MacBride Principles Compliance Certification** (Complete form, sign and date)
- B. **Investment Activities in Iran** (Complete form, sign and date)
- C. **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.

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 New Jersey Division of Contract Compliance and Equal Employment Opportunity. Please attach a copy of this certificate with your technical proposal. If your firm has not applied for a Certificate of Employee Information Report, please do so using the attached form (AA302). Send the form to:

**N.J. Department of the Treasury
Division of Purchase and Property
Contract Compliance Audit Unit
P.O. Box 026
Trenton, NJ 08625-026
Phone: 609-292-2146**

- D. **Source Disclosure Certification** – In accordance with N.J.S.A. 52:34-13.2, all consultants submitting a proposal shall be required to submit a completed Source Disclosure Certification (form attached), certifying that all services under this contract will be performed in the United States. The Consultant shall disclose the location by country where services under the contract will be performed, and the location by country where any sub-consulting of services

will be performed. For more information, please visit the following website:
www.state.nj.us/infobank/circular/eom129.htm.

- E. **Certificates of required insurance coverage** – During the project, the Consultant 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 proposal.

Following receipt and review of the proposals, the DPMC will review the material to see if any further information is necessary in order for the State to make a determination as to the Consultant's qualifications and responsibility. If any further information is needed, the DPMC will request it in writing from the Consultant. A Consultant may be asked to clarify or elaborate on the information submitted, but they will not be permitted to substitute or change the submitted information, including their proposed rate schedule.

6.0 PROPOSAL EVALUATION AND CONTRACT AWARD

6.1 GENERAL CRITERIA

Proposals will be evaluated by an Evaluation Committee convened by the Deputy Director of DPMC, comprised of representatives from the NJDEP and the Department of the Treasury.

Consistent with N.J.S.A. 52:34-6, N.J.S.A. 52:34-9.1 - 9.7 and N.J.S.A. 52:34-12, award shall be made with reasonable promptness by written notice to the responsible Consultant(s) whose proposals, confirming to the project solicitation, will be most advantageous to the State, price, and other factors considered. Any or all proposals may be rejected when the Deputy Director of the DPMC determines that it is in the public interest so to do.

Following receipt, proposals will be evaluated in accordance with the following procedure:

1. First, proposals will be checked against the criteria listed under Section 4.3 (Mandatory Requirements). Those proposals that are automatically rejected will not be further reviewed.
2. Second, the "Term Contract Rate Schedule by Personnel Level" of each proposal will be checked to ensure the "average rate" for each contract period is correct. Any mathematical errors will be corrected in accordance with Section 6.3.
3. Third, the Evaluation Committee will evaluate and score the proposals on their technical merit and review of proposed hourly rates, based upon the criteria and relative weights pre-determined on the "Evaluation Criteria" form. This qualitative technical evaluation, along with the acceptability of the rate schedule, will be the primary determining factors of the firms whose proposals are most advantageous to the State, and of the subsequent selection of consultants to be awarded a term contract.

Key components in the determination of a Consultant's responsiveness and responsibility include:

6.1.1. EVALUATION CRITERIA

The proposals of those Consultants who have been determined to be responsive and responsible will be ranked according to the technical quality of their proposal and acceptability of proposed hourly rates. The qualitative factors to be used in this evaluation are as follows:

1. The relative strengths of the Consultant's proposed project organizational plan and personnel/staffing capability including sub-consultants included in their proposal (25%).
2. The relative strengths of the Consultant's and sub-consultant's proposed project personnel and its qualifications and experience on projects/contracts of a similar size and nature (35%).
3. The Consultant's proposed approach to completing all required activities and tasks on project assignments as described in section 2.0 and to successfully complete multiple and concurrent demolition assignments(25%).
4. The value and competitiveness of the Consultant's proposed hourly rates per the "Term Contract Rate Schedule by Personnel Level," both for the seven levels of personnel type/disciplines listed, and for the average rates derived from those disciplines (15%).

Consistent with N.J.S.A. 52:34-6, N.J.S.A. 52:34-9.1 - 9.7 and N.J.A.C. 52:34-12, and this RFP, the State will award term contracts to the most responsive, responsible consultants whose proposals are determined to be the most advantageous value to the State, price and other factors considered. Consultants are advised that a contract will not necessarily be issued strictly to the lowest priced, responsive, responsible Consultant who has met the minimum established requirements. The final ranking of the firms by the Committee will determine the rotational order of the awarded contracts. The top-ranked firm will be ranked first and will be the first assigned Work Orders under the contract, followed in order, second, third and so on, in accordance with each firm's score and rank.

6.2 AVERAGE RATE DISCREPANCIES

In evaluating bids, discrepancies between the indicated average rates for any contract period and the correct average thereof will be resolved in favor of the correct average of the submitted rates for the contract period.

6.3 DEPUTY DIRECTOR'S RIGHT OF FINAL PROPOSAL ACCEPTANCE

The DPMC Deputy Director, Contract Administration, on behalf of the Director, reserves the right to reject any and all proposals, or to award contracts to those firms deemed to be in the best interest of the State. The Deputy Director shall have authority to award a contract to the consultants that best meet the contract specifications and proposal conditions, and that are determined to have offered the most advantageous bids to the State, price and other factors considered.

6.4 NOTICE OF INTENT TO AWARD

The DPMC will notify all competing consultants in writing of the Director's intent to award term contracts. If a Consultant firm determines that they will seek a hearing or file a protest regarding the award, they must submit a letter setting forth their specific grounds for protesting the intended awards or rejection within five (5) days of issuance of the intent to award letter. The Director will review the request in accordance with N.J.A.C.17:19-5.2. After the contracts are awarded, all firms may review the proposals and evaluation documents regarding this contract. Firms can schedule a document review appointment for this RFP by contacting the DPMC at (609) 777-3094.

6.5 JOINT VENTURE REQUIREMENTS

In the event that the award-winning proposal is from a Joint Venture, a copy of the proposed joint venture agreement between the venture partners shall be submitted for review and approval by the State. This agreement shall address issues such as: 1) the management structure of the Joint Venture and the duties and authorities of the singular program manager who shall interface with the State on all contractual and technical matters; 2) the organization functioning to control all financial matters in interaction with the State and flow of payments between the Joint Venture partners under the contract; and 3) the partner/corporate function assigned the lead position for quality control under the contract.

6.6 CHAPTER 51 REQUIREMENTS

In accordance with P.L. 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). All firms selected for this contract must be in compliance with Chapter 51 requirements, and must agree to 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 following website: <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>.

6.7 PERFORMANCE PERIOD

Services shall be provided under this contract from the date of award until the completion of any or all options exercised under this contract.

6.7.1. BASE PERIOD

The base period of performance of this contract shall be three years commencing on the date of the contract award, during which time Work Orders may be issued by the State. Actual performance of work orders may extend beyond this contract period until completion of all services are provided under the approved Work Orders, and the terms of this contract shall extend until completion of the service(s).

6.7.2. RENEWAL OPTIONS

The State shall have the unilateral option of extending this contract for one additional period of one (1) year, and shall have one last unilateral extension option of one (1) year with the same terms and conditions as are contained in this contract at the time said option(s), if any, are exercised.

The option period shall extend the performance period of the contract commencing on the expiration of the preceding base contract performance period. The State may exercise an option to extend by issuing a written notification (mailed or otherwise furnished) to the Consultant(s) at least 30 calendar days prior to the expiration date of the preceding base or option performance period.

7.0 SCOPE OF WORK (SOW)

7.1 GENERAL REQUIREMENTS & BASIC SERVICES BY CONSULTANT

This section is intended to provide the Consultant with the general requirements of the various demolition services for which design services are needed under this contract. The Consultant will be required under each contract assignment to produce construction documents for bidding

and for obtaining the necessary permits for the demolition, removal and disposal of all structures on the property and for the restoration of the site to a natural state. The Consultant services under each assignment may include, but will not be limited to, the following tasks:

- Preliminary Site Investigations
- Project Scoping Documents
- Collecting ACM or environmental samples for laboratory analysis
- Preparation of Designs and Bid Specifications
- Compliance with all Environmental Statutes and Regulations
- Decommissioning of Water Wells
- Permit Coordination/Approvals
- Coordination with State, Federal and or Local Officials
- Bid/Award Support Services to DPMC
- Quality Control/Assurance
- Construction Administration and Oversight of Contractor's Work

For each assignment, one or more Work Orders consisting of the required task(s) as described above, will be performed by the Consultant for the structures to be demolished and/or the site remediation/restoration work required under each term contract assignment.

7.2 AWARDED CONTRACTOR'S RESPONSIBILITIES FOR CONSTRUCTION

The following will be required and specified by the Consultant to the Awarded Contractor in accordance with the Consultant's bid documents and specifications prepared for a designated property or properties under each assignment:

Demolition of Building and Site Improvements
Obtaining any necessary Permit Approvals
Soil Erosion Controls and Site Protection
Rodent Control
Removal of utility service connections
Excavation, Backfilling and Grading
Removal and Disposal of Site and Demolition Debris
ACM and Lead Paint Abatement
Removal of AST
Closing of Sewerage Disposal Systems

For each assignment, one or more Work Orders consisting of the required task(s) as described in this SOW, will be performed by the Consultant for the structures to be demolished and/or the site remediation/restoration work required. The following will be required by the Consultant and/or specified to the Awarded Contractor in accordance with the Consultant's bid specifications prepared for the demolition of structures or site remediation/restoration on a designated property or properties:

7.2.1 Demolition of Structures:

1. Construction permits are required to be obtained for the properties to be demolished. Permits shall be filled out by the Consultant and shall include all required information and the name of the Awarded Contractor of record. The construction permits will be submitted to the DPMC Plan & Code Review Unit. The Consultant shall provide personnel to inspect/oversee the demolition work and will coordinate with NJ DEP and DPMC regarding contract execution.
2. The Consultant will be responsible to notify and obtain the written release of all utilities having service connections within the structure, such as water, electric, gas, sewer, cable television, and other connections. The approval to demolish any structure will not be given until such release is

submitted and approved by Consultant. The written release shall state that the respective service connections and appurtenant equipment, such as meters and regulators, have been removed and sealed or plugged in a safe manner. Pursuant to FEMA's Best Practices for Lower Impact Debris Removal and Demolitions (LIDRD), all utility lines must be disconnected and capped. In cases where there are no shut-off valves, limited excavation within the utility rights-of-way will be required to cap the service lines. The Awarded Contractor should be encouraged to shear off at the ground surface to minimize further soil disturbance.

3. The Consultant will be responsible to verify if asbestos-containing material (ACM) is present in any building structure. If ACM is present, the Awarded Contractor shall be required to provide all equipment, labor, and material necessary to properly remove, handle, and dispose of all ACM. All work, including disposal, must be conducted in accordance with all applicable local, State, and Federal regulations, including those of the New Jersey Department of Labor and Workforce Development (NJDOLEWD), the NJDEP, the Environmental Protection Agency (EPA), the National Emission Standards for Hazard Air Pollutants (NESHAP), and the Occupational Safety and Health Administration (OSHA) prior to demolition of any structure.
4. The Awarded Contractor will be responsible for the proper management and disposal of lead-based paint debris, which is regulated by NJDEP. If the debris generated from abatement, renovation, and remodeling activities meets the classification of "household waste" in accordance with the United States Environmental Protection Agency (USEPA) memorandum dated July 31, 2000, entitled "Regulatory Status of Waste Generated by Contractors and Residents from Lead-Based Paint Activities Conducted in Households," then under the NJDEP's Solid Waste Rules (specifically at N.J.A.C. 7:26-2.13(g)), the debris will be considered solid waste, identified as ID 13C Construction and Demolition Waste. In that instance, the debris waste must be transported by a NJDEP-licensed solid waste transporter and must be disposed of at a permitted solid waste landfill. If the debris does not meet the classification of "household waste" and is generated from demolition activities, the generator must classify the material to determine whether same is hazardous waste (i.e. USEPA Hazardous Waste Number D008) or ID 13C Construction and Demolition Waste. For further information concerning waste classification, NJDEP's Division of Solid and Hazardous Waste, Bureau of Resource Recovery and Technical Programs can be reached at 609-292-8341. For further information concerning lead-based paint debris disposal in New Jersey landfills, NJDEP's Division of Solid and Hazardous Waste, Bureau of Landfill and Recycling Management can be reached at 609-984-6650.
5. The DPMC Plan & Code Review Unit will be responsible for submitting the required permit application package including all prior approvals to the Department of Community Affairs (DCA) for processing and approval.
6. The Awarded Contractor shall be responsible for providing pre-demolition notice to adjoining property owners and providing proof of such notice to the DPMC Plan & Code Review Unit as a prior approval with the permit package. A mandatory pre-construction meeting may be required by the DPMC and NJDEP prior to beginning the demolition work.
7. The Awarded Contractor shall be required during the demolition of a structure to keep the premises free of all unsafe or hazardous conditions. This includes the period during the restoration of established grades and the erection of temporary safety fences and silt fences.
8. The Awarded Contractor must have all vacant structures baited for rodents. The Contractor must supply written verification of the rodent baiting to the DPMC Plan & Code Review Unit.
9. Wells may be decommissioned prior to the Awarded Contractor initiating the demolition work. However, if included as part of its bid requirements, the Awarded Contractor shall be responsible to have any existing private wells properly decommissioned by a New Jersey-licensed well driller, pursuant to "Well Construction and Maintenance; Sealing of Abandoned Wells, N.J.A.C. 7:9D." and to provide written verification of the well decommissioning to the

DPMC Plan & Code Review Unit. A well abandonment report must be filed with NJDEP's Bureau of Water System and Well Permitting. An official copy of this report must be filed before payment will be processed.

10. The Awarded Contractor shall be responsible for determining the location of and for the proper closure of any existing, on-site drywells, cisterns, shallow wells (i.e. points, cesspools, or any subsurface disposal system for either sewage or laundry waste) and any drainage collection system for storm water. The awarded Contractor shall provide written proof of the proper closure of any existing drywells, cisterns, shallow wells, or drainage collection systems to the DPMC Plan & Code Review Unit. The awarded Contractor shall be responsible for providing written verification of the required disposal of any regulated solid waste or hazardous substances encountered on the property. The awarded Contractor shall ensure, to the fullest extent possible, that the fill required in the decommissioning of septic tanks is from an approved, established source.
11. The Awarded Contractor shall be responsible for the proper disposal of any and all unregulated solid and hazardous waste, including but not limited to household chemicals, consumer packaged pesticides, oils, paints, or other related items found on the project site.
12. Floodplains have a high potential for Native American archaeological deposits in the soil and subsoil. Prior to any soil disturbing activities, all properties shall be reviewed by the Consultant and/or their subconsultants using known historic properties and archaeologically sensitive areas. Any identified archaeological sites on or adjacent to the property will have a buffer created by an SOI-qualified archaeologist to avoid impacting the known site. If debris removal activities disturb archaeological artifacts (e.g. old bricks, ceramic pieces, historic bottle glass or cans, cins, beads, stones in the form of tools, pieces of crude clay pottery, etc.), archaeological features (e.g. grave markers, house foundations, cisterns, etc.), or human remains, the Awarded Contractor shall immediately stop work in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the finds. At that time, the Awarded Contractor shall promptly contact the DPMC Plan & Code Review Unit, FEMA representatives and the New Jersey Historic Preservation Office (NJHPO) (as well as local law enforcement, county coroner/medical examiner, and county Office of Emergency Management representative for human remains, if applicable) for further discussion and guidance. The Awarded Contractor shall not proceed with work in the area(s) of concern until FEMA staff has completed consultation with the NJHPO and other interested parties, as necessary.

7.2.2 Site Remediation and Restoration:

1. After removing any and all site improvements i.e. dwellings, foundations, structures, tanks, fences, walks/driveways, etc. (whether concrete or asphalt/bituminous), accumulated materials, and/or debris, the Awarded Contractor shall be responsible to leave the site in a clean, finished, graded, and stabilized (i.e. grass growth covering the site) condition. Masonry materials from any foundations, footings, sidewalks, etc., may be used as excavation backfill, provided that all basement slabs are broken up to prevent the trapping of water, and all masonry materials are broken up into pieces no larger than one foot (1') in any dimension and mixed with a sufficient quantity of clean soil, so as to permit complete filling of all voids and proper compaction. The Awarded Contractor shall limit excavation to within two feet (2') of the foundation perimeter and will not excavate more than six inches (6") below the depth of the foundation to minimize soil disturbance. With respect to the removal of slabs, driveways, and sidewalks, the Awarded Contractor shall limit excavation to within two feet (2') of the slab/driveway/sidewalk perimeter and will not excavate more than six inches (6") below the depth of the asphalt/concrete to minimize soil disturbance. All on-site concrete fill material shall be placed no less than three feet (3') below the proposed finished grade, including the removal of footings, foundations, walls, etc., which must be removed to a minimum depth of three feet (3') below proposed finished grade. Asphalt/bituminous materials must be removed from the site and properly disposed of by the Awarded Contractor. Proper documentation from the disposal facility shall be submitted to the DCA code inspector.

2. When using heavy equipment, the Awarded Contractor shall work from hard or firm surfaces to the fullest extent possible to avoid sinking into soft soils. The Contractor will ensure, to the fullest extent possible, that it will minimize soil disturbance when operating heavy equipment on wet soils (6 inches or less). Excavation and burial of debris on site is prohibited, except as noted below.
3. The Awarded Contractor shall ensure, to the fullest extent possible, that removal of uprooted trees, limbs, and branches from public rights of way and areas, as well as the transport and disposal of such waste to existing, licensed waste facilities or landfills. This includes the temporary establishment and expansion of non-hazardous debris staging, reduction, and disposal areas at licensed transfer stations, or existing hard-topped or graveled surfaces (e.g. parking lots, roads, athletic courts) but not the creation of new or temporary access roads. Debris is to be removed from private property, provided that buildings are not affected, ground disturbance is minimal, and in-ground elements (i.e. driveways, walkways, or swimming pools) are left in place. The chipping and disposal of woody debris is to be by broadcasting within existing rights-of-way. The removal of uprooted trees and woody debris from the following areas will require additional historic review: cemeteries; battlegrounds; historic landscapes; historic parks; undisturbed ground; and historic districts (but not along public rights-of-way).
4. The Awarded Contractor shall fill any voids posing a risk to public health and safety with fill from an approved, established source.
5. The Awarded Contractor shall import an adequate quantity of clean fill and top soil, sufficient to fill in all excavations and/or foundations and grade the site, so as to prevent the accumulation or trapping of storm water runoff. The source of the clean soil (i.e. free of concrete, asphalt, brick, cinder/cement block, wood, trees, roots, branches, non-decomposed vegetative matter, metal, plastic or any other form of construction debris; and free of any hydrocarbons/hazardous/controlled materials) shall be as approved by the DCA code inspector and NJDEP. The quantity of imported soil shall be the minimum amount required to achieve the proper site grading. However, the awarded contractor shall limit site grading to within the first six (6) inches of the existing surface elevation (e.g. sidewalk level, driveway level, slab level, etc.). Filling and backfilling shall consist of depositing, spreading, and compacting of approved materials. All work to be performed shall comply with the provisions of Sections 202, 203, 204, 207 and 208 of the "New Jersey Department of Transportation (NJDOT) Standard Specification for Road and Bridge Construction, 1989." A certificate shall be provided by the Awarded Contractor from an approved testing agency approved by the Consultant that the fill material meets this specification. The minimum density to be obtained in the earth backfill and soil aggregate base course shall be 95% of "maximum density" as defined in ASTM D-1557, Moisture Density Relations of Soil (Standard Proctor Compaction Test), Method, including Note 2. Compacted fill not meeting required density when tested in place shall be replaced or removed until additional tests, to be performed at the awarded Contractor's expense, indicate compliance with this density specification.
6. Acknowledging that these properties are all located within the floodplain, the Awarded Contractor shall be required to take all appropriate precautions to prevent erosion or washout of the placed soil until proper stabilization is achieved. Should such erosion or washout occur before stabilization is complete, the Contractor will be required to re-grade/refill, seed, and/or re-stabilize the site. Any erosion or failure of turf, grasses or other plantings which have not established themselves within one year of completion and acceptance shall be required to be replaced by the awarded Contractor.

Removal of Above-Ground Oil Tanks: (NOTE: All known Underground Storage Tanks are to be remediated by property owners prior to the transfer of title to NJDEP.)

1. A construction permit will be required. A separate fire subcode technical section is required for the tank and shall be included with the permit application for the building demolition.

2. Awarded Contractors are responsible for the following:
 - a. Removal of oil from tank
 - b. Cutting oil tank in half by removing top
 - c. Removal of sludge after squeegeeing
 - d. Hand wipe inside of tank
 - e. Removal of tank and all associated piping and disposal at a proper facility
 - f. Disposal of all sludge, water, etc. at licensed facility.
 - g. Have oil reclaimed or disposed of at a licensed facility.

Should any unusual situation arise during demolition work causing any possible concerns, the awarded Contractor shall immediately contact the DPMC project manager.

7.3 CONSULTANT'S BIDDING & ADMINISTRATIVE REQUIREMENTS

1. Demolition contracts will be advertised for bid by the DPMC based on the specifications provided by the Consultant. Demolition contracts will be awarded to the lowest responsible bidder. The Consultant will be required to attend any preproposal meetings, respond to questions from bidders, review the bids received, including the apparent lowest responsible bidder, and provide a Recommendation of Award to the DPMC Project Manager.
2. The Consultant shall provide construction inspections and oversight of the work progress on projects awarded to an Awarded Contractor. The Consultant will be required to attend project meetings during the design and construction phases as required by DPMC..

7.4 CONSULTANT'S PROJECT CLOSE-OUT REQUIREMENTS

At the completion of demolition, Consultant shall provide five (5) copies of a bound manual containing the following documents.

1. Final Site Plan
2. Copies of Waste Manifests, bills of lading, or other applicable disposable documentation
3. Copies of Well Closure reporting form completed by licensed well driller
4. Copies of Board of Health Approval for Wastewater Disposal System
5. Recycling Plan (if required)
6. Copies of Test Reports
7. Pre-Demolition and Post-Demolition Photographs
8. Documentation regarding the source and quantity of imported clean fill
9. Copies of NJDCA Inspection Reports
10. Copies of NJDCA Permits and Certificate of Acceptance

8.0 METHOD OF ASSIGNMENT AND ENGAGEMENT

8.1 USE OF THE CONTRACT

- A. The award of this Term Contract establishes that the contracted Consultant firms have represented that they can provide personnel with the necessary experience, qualifications, and capabilities to provide demolition and site remediation services to DPMC on multiple project assignments. The award also indicates that the Consultant's proposed professional and technical rates are accepted for the period(s) of the term contract.
- B. The site-specific work engaged under this RFP may involve one Work Order of one or more scope of work tasks, or if necessary to develop the project it may involve multiple Work Orders, with each subsequent Work Order dependent on the results and findings of the previous Work Orders. No work shall commence until the Consultant is issued an approved Work Order for the required tasks.

8.2 ORDER OF ASSIGNMENT AND PERFORMANCE

The State intends to award from three (3) to five (5) term contracts. Additional contracts may be awarded if the volume of work/need for services is determined to necessitate such action by the State. The DPMC will present each demolition assignment to one of the contracted consultants on a rotating basis in order of technical ranking as described in Section 6.6.1.1. If the State determines that, because of a conflict of interest, its inability to satisfactorily perform the services, or if the services required are related to a previously approved Work Order and a term contract consultant is unable to undertake an assignment under this contract, the work will be re-assigned to the consultant that is next in the rotational order.

If the Consultant is engaged with five (5) simultaneous site specific work order assignments under this contract, the Consultant may refuse any more work order assignments until the project workload decreases to under five simultaneous work order assignments. Upon the Consultant's refusal, the State has the option to engage the Consultant that is next in the rotational order.

If the Consultant's performance during the course of an engagement is not satisfactory, the DPMC and/or the NJDEP will notify the Consultant's Project Manager of the issues requiring immediate resolution. Failure to correct problems in a reasonable time will result in the State taking further action with the Consultant which may end in termination of the contract and awarding of future engagements to the next ranked Consultant.

If required by the federal funding source (FEMA or CDBG grant, etc.), the State may impose liquidated damages on the Consultant in the event its performance is not timely and the State is harmed and the project delayed. On a typical demolition project (10-12 properties), there is a 90 day requirement for certain federal grants for completion of the demolition work in order for the State to receive reimbursement for the State funds expended. It is anticipated that the demolition design and permit approvals on a typical Blue Acres demolition project should be completed in approximately 45 days and bidding and construction should be completed in 45 days. An extension of time may be requested by the NJ DEP from the federal agency providing fund reimbursement due to weather or other justifiable issues outside the State's or consultant's responsibility.

Consequently, under the term of this contract liquidated damages may be levied against the Consultant for failure to deliver the demolition design and permit approvals for each property within 45 days of issuance of the notice to proceed, in the amount of \$5 per business day per property not delivered, up to a maximum of \$5,000 in total liquidated damages. The State shall have the sole discretion to allow a grace period or toll the time periods for the failure of the Consultant to meet designated completion schedules and completion dates.

The State may assess liquidated damages and deduct liquidated damages, if any, from any payment to be made to the Consultant. These liquidated damages shall take precedence over any conflicting provisions in the General Conditions to the Demolition Consultant Term Contract TC-004 accompanying this RFP.

If the demolition project exceeds the typical amount of properties (10-12 properties), liquidated damage amounts may be determined at the time of the Work Order assignment and included in the specific Work Order scope of work.

8.3 ASSIGNING AND EXECUTING SPECIFIC WORK ORDERS

8.3.1 Project Data

Specific project data will be provided to the Consultant for each Work Order, including:

- DPMC Project Number/Title/Location

- Scope of Work – General information regarding the scope of the assignment will be provided to the
- Consultant at the time a Work Order is solicited. This may include information regarding existing site data, assignment specifications, proposed schedule or completion dates and any specific services required.

8.3.2 Ordering of Services/Placement of Work Order Services

Delivery or performance of services by the Consultant shall be made only as authorized by Work orders issued in accordance with this contract. There is no limit on the total number of Work Orders that may be issued to one Consultant under this contract. The DPMC may issue a Work Order requiring the performance of services involving multiple properties. The DPMC may elect to award a single Work Order assignment, or to award multiple Work Order assignments for the services required.

Any Work Order issued during the term of this contract and not completed within that period shall continue and be completed by the Consultant within the time specified in the Work Order. This contract shall govern the Consultant's and State's rights and obligations with respect to that Work Order to the same extent as if the order were completed during the contract's effective period.

Each Work Order shall include all of the services to meet the obligations of the task(s) requiring delivery or performance. The Work Order may be supplemented by a proposal that includes the team organization, staffing, sub-consultants included, approach to the project tasks, experience of the firm/team, and other necessary information. All Work Orders are subject to the terms and conditions of this contract. In the event of a conflict between a Work Order and this contract, the contract shall control. A Work Order is considered "issued" when the DPMC emails or faxes the approved Work Order to the firm along with a Notice to Proceed for the specific Work Order assignment.

The State reserves the right to perform work of the same type covered in this contract, with its own forces or by contract.

8.3.3 Processing Work Orders

Work orders may be considered by DPMC for all services under this contract, provided that they are in accordance with the terms and conditions of this contract.

Each Work Order should reference the following:

- Contract Number
- Work Order Number
- Date of Order
- Place or Location of Services
- Scope of work/services to be provided
- Start and Completion Dates – Each Work Order shall specify the start and completion date of the work or services. The starting date shall not be less than three (3) calendar days after the issuance of an approved Work Order and Notice to Proceed for the work. It is anticipated that demolition design work will be required to be initiated and completed within approximately 30 days from the issuance of the Notice to Proceed. Bidding and construction will follow within 60 days in most cases.
- The applicable hourly rates in effect at the time of request for a proposal, for the personnel, services and any other cost items included in the Work Order. The hourly rates must correspond with those submitted by the consultant in the "Term Contract Rate Schedule by Personnel Level." Each Work Order must total the hourly rates and any required subconsultant/subcontractor costs and be issued for a lump sum or not-to-exceed amount.
- Written Work Order – A DPMC Work Order form will be provided for use by the Consultant in providing a proposal for services and costs for each assignment.

- I. Approvals – Following submission of the Work Order by the Consultant, the Work Order must be approved by NJDEP and by the DPMC Deputy Director (or his designee).
- J. No work shall be performed under this contract until an approved Work Order and Notice to Proceed have been issued to the Consultant. This Notice to Proceed will only be issued following approval of the Work Order by both NJDEP and DPMC and receipt of funding for the assignment. For the purpose of this contract, a Work Order shall be deemed to be “issued” at the time the DPMC authorizes the Notice to Proceed and emails or faxes it to the consultant.

8.4 RESPONSIBILITY FOR CONTRACT ADMINISTRATION AND PAYMENTS

8.4.1 Contracting Officer (CO)

The Contracting Officer (CO) is the final authority in all contractual matters relating to this contract and any Work Order placed against this contract as well as to any design, construction or other type of contract associated with this contract. The CO has overall responsibility for the administration of this contract and is authorized to take action on behalf of the State to amend or modify an approved Work Order assignment. The CO may delegate certain other responsibilities to authorized representatives.

8.4.2 Project Manager (PM) (to be named for each Work Order)

A Project Manager will be designated on each specific Work Order assignment to assist the CO in the delegation of responsibilities when the CO is unable to be directly in touch with the contract work. Responsibilities of the PM include, but are not limited to, determining the adequacy of performance by the Consultant in accordance with terms and conditions of the contract, acting as the State’s representative in charge of overseeing work at the site(s), ensuring compliance with contract requirements insofar as the work is concerned; and advising the CO of any factors or issues which may cause delay in performance of the work.

8.4.3 Payment Schedule

Payments for Consultant services under individual work orders will be paid in monthly installments, scheduled by and agreed to by the Consultant and the CO. The payment schedule will be developed based on anticipated outlays by the Consultant. If requested by the CO, the Consultant will provide evidence to support anticipated outlays. The CO may require that the schedule of payments be linked to specific deliverables, the completion of certain activities, or the achievement of specified goals or schedule milestones. Payments for any supplemental services will be invoiced separately.

8.4.4 Invoicing Requirements

Invoices shall be submitted to the Project Director specified in the Work Order on an original DPMC Invoice Form (DPMC-11). Invoices must include all proper information completed, signatures and supporting back-up documentation prior to acceptance, approval and processing by the State.

8.4.5 Adjusting Payments

Upon review of the invoices, the PD may adjust the payment of the invoice if any services do not conform to the contract requirements of the Work Order and/or this contract. The PD will inform the Consultant in writing of the type and dollar amount of the deductions prior to processing the remainder of the invoice. The Consultant may, after notification of the proposed deduction, present to the PD, in writing, specific reasons why any or all of the proposed deductions are not justified. Reasons must be solidly based and must provide specific facts that justify reconsideration and/or adjustment of the amount to be deducted. Failure to respond within ten (10) day period will be interpreted to mean that the Consultant accepts the deductions proposed. After consideration of the consultant’s reply, if any, the PD will make any adjustments in deduction which are warranted, determine the dollar amount of deductions, and notify the consultant of the decision.

8.5 DISPOSITION OF MATERIALS

Upon termination or completion of work under a Work Order assignment, the Consultant shall forward all materials produced in connection with the performance of this contract as may be directed by the CO or PD, or as specified in other provisions of this contract. All documents and materials produced, or required to be delivered under this contract will become and remain the property of the State. 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 to the New Jersey Office of the State Comptroller or other State audit agency upon request.

WORK ORDER FOR TERM CONTRACT ASSIGNMENT (TC-004)

Professional Services for Demolition

REQUEST FOR TERM CONTRACT ASSIGNMENT

Project Assignment Description: (Project Title, Location)	Consultant Name:	
	Term Contract No. P1194-00	Work Order No.

Scope of Services: (Scope, Description of Work, Fee Breakdown, Deliverables and Due Date)

☐ Detailed Proposal Attached

Due Date: (check one)

Complete the work of this assignment: ☐ within ____ days. ☐ By _____. ☐ Not Applicable

Total Fee:	No liability shall be incurred nor payments made beyond the Total Fee amount without prior written approval by DEP & DPMC.
Not To Exceed (NTE):	Authorized upon the DPMC review and approval of employee cards, documentation of tasks performed, and valid receipts for reimbursables.
Lump Sum (LS):	Authorized upon the DPMC approval of percentage complete of the milestone submissions, phase completions and/or deliverables specified in the scope of services. All costs and expenses incurred by the Consultant are included in the LS payment(s).

AGREED:	APPROVED STATE AGENCY REPRESENTATIVE DATE
CONSULTANT SIGNATURE DATE	APPROVED DPMC DEPUTY DIRECTOR DATE

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

PROJECT KEY PERSONNEL LIST

FIRM NAME	KEY PERSONNEL & TITLE	PERCENTAGE OF TIME ASSIGNED TO PROJECT							
		DESIGN DEVELOPMENT PHASE	FINAL DESIGN PHASE	PERMIT APPLICATION PHASE	BIDDING & AWARD PHASE	CONSTRUCTION		CLOSE OUT PHASE	HOURLY WAGE LEVEL 1-7
						OFFICE	FIELD		

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

EVALUATION CRITERIA

DPMC PROJECT#: P1194-00
DEMOLITION CONSULTANT
MULTIPLE AWARD TERM CONTRACT (TC-004)

FIRM NAME_____

CRITERIA	MAXIMUM POINTS	SCORE
Firm / Project Team – Overall Organization and Staffing Capability	25	
Comments:		
Experience on Projects/Contracts of a similar size and nature	35	
Comments:		
Project Approach to Services on Typical Project Assignment	25	
Comments:		
Price/Cost Proposal – Value and Competitiveness of Hourly Rates for Personnel Levels	15	
Comments:		
TOTAL	100	

EVALUATOR NO. 1 2 3 4 5 DATE: _____

**TC - 004
DEMOLITION CONSULTANT
MULTIPLE AWARD TERM CONTRACT**

CONSULTANT AFFIDAVIT

IMPORTANT - PLEASE READ, SIGN AND PROVIDE INFORMATION REQUESTED BELOW

Affidavit: I, being duly sworn upon my oath, hereby represent and state the foregoing information contained in the Term contract Proposal and any attachments thereto the best of my knowledge are true and complete. I acknowledge that the State of New Jersey (Owner) 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 Owner, or its contractors, to notify the Owner in writing of any changes to the answers or 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 agreements(s) with the Owner and that the Owner, at its option, may declare any contract(s) or sub-contract(s) resulting from this certification void and unenforceable.

Signature of the Consultant below attests that the Consultant has read, understands and agrees to all terms, conditions and specifications set forth and referenced in the TC – 004 Term Contract Request for Proposal (RFP) including the General Conditions to the Demolition Consultant Term Contract TC-004 and the Statement of Assurances for Contractor/Consultant – Additional Federally Funded Agreement Provisions. Signature of the Consultant signifies that a contract is established immediately upon notice of award by the State of New Jersey for any or all of the items and the length of time indicated in the proposal. Failure to accept a contract award, to hold prices or to meet any other terms or conditions as defined in the Request for Proposal and subsequently the Notice of Award, during the term of the contract, shall constitute a breach of contract and may result in termination, suspension or debarment from further contractual agreements with the Owner.

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

Firm Name:

Signature: _____ Print Name: _____

Title: _____ Date: _____

ATTESTED: Sworn and subscribed to before me on the _____ day of _____, 1998.

Signature: _____
(Notary Public-Not an Officer of the Firm)

RETURN THIS COMPLETED DOCUMENT TO DPMC

(PAGE 1 OF 3)

**TC-004 TERM CONTRACT RATE SCHEDULE
BY PERSONNEL LEVEL**

NAME OF FIRM:

INSTRUCTIONS

Provide a **LOADED** hourly rate (\$ per hour; no cents please) below for all **Personnel** included in each of the **Levels** listed. Please refer to page 3 of these instructions for a description of each of the personnel types by level. Your proposal may be considered unresponsive if you leave blanks.

PERSONNEL TYPE/DISCIPLINE	TERM CONTRACT HOURLY RATES PER CONTRACT PERIOD		
	BASE (3 YEARS)	EXTENSION OPTION – YR 4	EXTENSION OPTION – YR 5
LEVEL 7	\$	\$	\$
LEVEL 6	\$	\$	\$
LEVEL 5	\$	\$	\$
LEVEL 4	\$	\$	\$
LEVEL 3	\$	\$	\$
LEVEL 2	\$	\$	\$
LEVEL1	\$	\$	\$
AVERAGE RATE (ALL LEVELS) Please calculate for Levels 7 -1	\$	\$	\$

Authorized Signature: _____ Title: _____

RETURN THIS COMPLETED DOCUMENT TO DPMC

(PAGE 2 OF 3)

TC-004 PERSONNEL LEVELS with EXAMPLES

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; Discipline 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; Current license in applicable discipline, if required by law.

Experience: Minimum 7 years.

LEVEL 4

Title: Senior Engineer; Senior Designer;

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; Current license in applicable discipline, if required by law.

Experience: Minimum 5 years

LEVEL 3

Title: Discipline Engineer; Designer;

Duties: Under supervision performs basic engineering tasks, analysis or elements of project scope; Takes designed systems and layout data and sketches and translates into usable construction documents.

Qualifications: BA, BS degree or equivalent experience; including appropriate licenses and certifications if required.

Experience: Minimum 3 years

LEVEL 2

Title: Senior Technical Support; Senior CADD Operator/Draftsperson;

Duties: Oversees of the preparation of site maps, Takes simple systems and layout data and sketches and translates into usable information; Performs drafting as required for construction documents.

Qualifications: High School Graduate, Technical School, or equivalent, with courses in discipline.

Experience: Minimum 3 years direct work experience within discipline.

LEVEL 1

Title: Computer or CADD Draftsperson; Technician; Office Assistant

Duties: Performs all entry level tasks: Assembles tracings for review, printing; keeps logs of tracings, shop drawings; performs tracing, drafting and other technical tasks; performs various office functions.

Qualifications: High School Graduate, Technical School or equivalent with courses in discipline.

Experience: N/A

(PAGE 3 OF 3)

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

**GENERAL CONDITIONS
TO THE
DEMOLITION CONSULTANT
TERM CONTRACT TC-004
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1. ANTI-COLLUSION CLAUSE

Pursuant to *N.J.S.A. 52:34-15*, the Consultant, by signing the Proposal, does hereby warrant and represent that this Contract, as defined in section 3.0 of the Request for Proposals, 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 contract 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 the Contract, the following order shall prevail.

- a. Consultant Affidavit
- b. Notice of Award
- c. Request for Proposal, Demolition Consultant Term Contract TC-004 including all Addenda (s)
- d. General Conditions to the Demolition Consultant Term Contract TC-004
- e. Consultant's Term Contract Rate Schedule
- f. Consultant's Technical Proposal
- g. 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 prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

the contractor or 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 website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the 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 Contract 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 Contract 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 causing any of them to 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 Contract 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 Contract. 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

Contract; 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 Contract 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 shall 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 Contract 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 Contract 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 Contract 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 Contract.

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 Contract, 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 Contract.

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 under of this Contract has been suspended for a period cumulatively totaling less than 90 calendar days then there shall be no Contract Modification adjusting the Consultant's compensation.

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

A Contract 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 Contract.

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 Contract. There shall be no upward adjustment in direct or indirect costs or in any other costs. Alternately, the Owner may terminate the Contract 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 Contract, 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 Contract and shall not operate to release the Consultant from any of its obligations under the Contract.

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. DIANE B. ALLEN EQUAL PAY ACT

Pursuant to N.J.S.A. 34:11-56.14, a consultant / 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/equal_pay/equalpay.html.

21. PUBLIC ANNOUNCEMENTS

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

22. 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.

23. 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 Contract or a subsequent work order 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.

24. COPYRIGHTS

If the performance of this Contract 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 Contract.

25. RIGHT TO AUDIT

The Owner reserves the right to audit the records of the Consultant in connection with all matters related to this Contract. 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 Contract 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.

26. 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 Contract period, no change is permitted in any of the Contract 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.

27. 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.

28. 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 Contract. 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.

29. SUB-CONSULTANTS

If any part of the work covered by this Contract 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 Contract shall create a contractual relationship between any sub-consultant and the Owner.

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

30. 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 Contract shall create a contractual relationship between any sub-contractors and the Owner.

31. ASSIGNMENT

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

32. 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 Contract 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 Contract 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 Contract, 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.

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

34. SEVERABILITY CLAUSE

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

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 contract

agreement shall remain in force.

36. THIRD PARTIES

Nothing contained in this Contract 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 Contract. 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 Contract.

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 website, 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
- xxvii. 24 CFR 570.912: Nondiscrimination compliance

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.