

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

DPMC PROJECT NO.: P1126-00
Project Description: Boundary Surveys for Land Acquisition
Various Parcels
City of Linden, Union County, NJ

Firms: STOUT CALDWELL ENGINEERS, LLC
PENNEL LAND SURVEYING, INC.
CONSULTING ENGINEER SERVICES
ENGINEERING & LAND PLANNING ASSOCIATES
MALICK & SCHERER, PC
WHITMAN
MFS CONSULTING ENGINEERS, LLC
GTS CONSULTANTS, INC.
FRENCH & PARRELLO ASSOCIATES, PA 48A
KELLER & KIRKPATRICK, INC.
MATRIX NEW WORLD ENGINEERING, INC.
PAULUS, SOKOLOWSKI & SARTOR, LLC
CARROLL ENGINEERING OF NJ, LLC
DYKSTRA ASSOCIATES, INC.
ROBINSON AERIAL SURVEYS, INC.

Deadline for Consultant Questions: NO LATER THAN 12:00 NOON, Tuesday, June 23, 2015

Proposal Due Date: NO LATER THAN 2:00 PM, Tuesday, July 14, 2015

This confirms that your firm was selected from the list of pre-qualified firms in your discipline/specialty category and is invited to submit a proposal for this project. **Attached is the Consultant Proposal Package for this project. The Scope of Work is available on the Division's website at www.state.nj.us/treasury/dpmc.**

The deadline for consultant questions is no later than 12:00 Noon, Tuesday, June 23, 2015. Questions shall be submitted to Walter Fernandez via email at walter.fernandez@treas.nj.gov. Responses to all questions will be forwarded via email to all firms.

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

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

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

Subsequent to receipt of this Consultant Proposal Package and the Scope of Work, should your firm decide not to submit a proposal for this project, please notify Bill Mahan at (609) 292-4234 or fax (609) 777-1970 (email address: william.mahan@treas.nj.gov) as soon as possible so another firm can be contacted to participate.

Bill Mahan

June 17, 2015

Consultant Selection Coordinator

Date

c: R. Ferrara
Consultant Selection Committee Members

CONSULTANT PROPOSAL PACKAGE



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

CONSULTANT PROPOSAL PACKAGE - INSTRUCTIONS

I. CONTENTS

This Consultant Proposal Package contains the following documents:

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

II. GENERAL INFORMATION

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

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

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

III. TECHNICAL PROPOSAL

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

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

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

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

Consultant/Sub-Consultant Prequalification

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

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

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

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

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

(b) **Organization Chart**

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

(c) **Resume**

Include a resume of each key team member.

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

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

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

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

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

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

(f) **Project Approach**

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

(g) **Project Schedule**

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

(h) Certificate of Employee Information Report

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

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

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

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

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

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

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

IV. FEE PROPOSAL

The Fee Proposal package consists of the following:

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

(a) Professional Services Fee Proposal (Form provided)

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

The consultant will be responsible for all work requested by the Division in the

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

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

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

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

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

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

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

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

(d) Required Insurance Certificates

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

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

(e) Revenue Certificate

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

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

V. **SUBMISSION**

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

VI. **EVALUATION, NEGOTIATION AND AWARD**

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

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

Public Law 2005, Chapter 51

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

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

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

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

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

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

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

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

VII. REVISIONS/CHANGES

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

ATTACHMENT 1
PERSONNEL LEVELS

LEVEL 7

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

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

LEVEL 6

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

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

LEVEL 5

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

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

LEVEL 4

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

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

LEVEL 3

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

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

LEVEL 2

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

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

LEVEL 1

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

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

MAC BRIDE PRINCIPLES COMPLIANCE CERTIFICATION

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

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

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

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

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

Signature of Consultant

Dated:

AMERICANS WITH DISABILITIES ACT

State Contract Language

Equal Opportunity for Individuals with Disabilities

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

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

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

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

**Routine Contract
Technical Proposal Evaluation**

PROJECT: Boundary Surveys for Land Acquisition – Various Parcels
City of Linden, Union County, NJ

DPMC NUMBER: P1126-00

FIRM: _____

RETURN BY: _____

CRITERIA <i>Provide comments in each criteria area to justify point score</i>	MAX. POINTS	POINTS
<i>FIRM / TEAM ORGANIZATION / SUB-CONSULTANTS</i>	30	
Comments:		
<i>FIRM / PROJECT TEAM EXPERIENCE ON SIMILAR PROJECTS</i>	30	
Comments:		
<i>PROJECT APPROACH</i>	30	
Comments:		
<i>PROJECT SCHEDULE</i>	10	
Comments:		
FINAL SCORE		<input style="width: 80px; height: 30px;" type="text"/>

1 2 3 4

EVALUATOR

DATE

RECEIVED & RECORDED BY

DATE

Public Law 2005, Chapter 92
Formerly: Executive Order 129

SOURCE DISCLOSURE CERTIFICATION FORM

Bidder: _____

I hereby certify and say:

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

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

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

<u>Bidder or Subcontractor</u>	<u>Description of Services</u>	<u>Performance Location(s) by Country</u>
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Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced Project Number will be immediately reported by the Bidder to the Contract Compliance Unit in the DPMC, Department of Treasury, State of New Jersey, PO Box 034, Trenton, NJ 08625.

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

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

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

Bidder: _____
[Name of Organization or Entity]

By: _____

Title: _____

Print Name: _____

Date: _____

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

PROJECT NUMBER P1126-00

BIDDER _____

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

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

List Additional Activities on Separate Sheet

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

SCOPE OF WORK

Boundary Surveys for Land Acquisition

Various Parcels
City of Linden, Union County, N.J.

PROJECT NO. P1126-00

STATE OF NEW JERSEY

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

DEPARTMENT OF THE TREASURY

Andrew P. Sidamon-Eristoff, Treasurer



DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION

Steven Sutkin, Director

Date: 02-02-15

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I. OBJECTIVE

The objective of this project is to complete a boundary survey of 43 residential properties located in the City of Linden, Union County, New Jersey. Surveys are to be completed in accordance with DEP's Green Acres Program "Scope of Survey and Standard Detail Requirements".

II. CONSULTANT QUALIFICATIONS

A. SURVEY CONSULTANT & SUB-CONSULTANT PRE-QUALIFICATIONS

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

III. PROJECT SCHEDULE

A. SCHEDULE

The survey work shall be completed and delivered within a maximum of 50 calendar days of notice to proceed.

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

B. CONSULTANT'S PROPOSED SCHEDULE

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

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

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

IV. PROJECT SITE LOCATION & TEAM MEMBERS

A. PROJECT SITE ADDRESS

The properties to be surveyed in this project are located in the City of Linden and are shown in Exhibit "A"(2 pages).

B. PROJECT TEAM MEMBER DIRECTORY

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

1. DEP Project Manager:

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

2. DPMC Representative:

Name: Walter Fernandez, Assistant Deputy Director
Address: Division of Property Management & Construction
20 West State Street, 3rd Floor
Trenton, NJ 08608
Phone No: 609-292-1368
E-Mail: walter.fernandez@treas.nj.gov

V. PROJECT DEFINITION

A. BACKGROUND

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

storm damage, or that buffer or protect other lands from storm damage, for recreation and conservation purposes.

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

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

VI. CONSULTANT RESPONSIBILITIES

A. PROJECT CORRESPONDENCE

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

B. GENERAL SURVEY REQUIREMENTS

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

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

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

http://www.nj.gov/dep/greenacres/survey/pdf/2013_survey_scope.pdf

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

C. PRELIMINARY DELIVERABLE REVIEW

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

D. PROJECT SPECIFIC SURVEY REQUIREMENTS

1. Only property boundary surveys are required. No vertical data is required for this contract.
2. Corner markers are to be set upon completion of demolition of all structures on the property.
3. The location of corner markers to be set will be determined by the Project Manager based upon the configuration of parcels whose owners opted to participate in the Blue Acres program. Individual parcel surveys are to show only any corner markers found.
4. Property Photographs:
 - a. Submit a single paper color photo showing vacant land and include the color digital image on the deliverable CD submitted.
 - b. If the site is not vacant at the time of survey, submit a single paper color photo and color digital image on the CD at the time corner markers are installed, post demolition.
 - c. Surveyor Consultant shall be notified by the Project Manager once demolition is complete.
5. Improvements well within the boundaries of the premises need only be located and shown on the plan in a general manner. Physical features that are near the boundaries or encroach on the boundaries, such as fences, buildings, concrete, asphalt or similar items that influence title interests and/or boundary line determination shall be accurately located on the plan. The Surveyor Consultant shall notify the Project Team of encroachments as they are discovered (rather than waiting for completion of final plans), identifying the property affected, type of encroachment, and general location so that Blue Acres negotiators can address these matters with the property owners. An email notice with preliminary plan showing the encroachment(s) serve as appropriate notification.

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

Final plans shall include a factual note stating either: "Property is unimproved"; or "Property contains (name specific features such as dwelling, structures, etc.) but have been shown only in general location per contract with NJDEP Green Acres Program, as all buildings, structures and improvements are to be demolished post acquisition by NJDEP."

6. If NJDEP is the owner of the parcel in question at the time of completion of the survey, provide deed information for that acquisition as well as name and deed information for the former owner. If NJDEP is the owner of the parcel in question at the time of completion of the survey but the deed has not yet been recorded, so state in a note on the plan and provide

name and deed information for the former owner. The former owner is hereafter referred to as “N/F owner.”

7. Adjoining parcels under common ownership (by the N/F owner) can be surveyed, monuments placed, and described as a single unit. Do not set markers that will be interior to ultimate NJDEP ownership.
8. Project Composite Location Plan
 - a. In addition to the separate plans and descriptions for each lot or each group of lots per N/F owner, produce a composite location map for the entire project labeled "Blue Acres Project Map". The Blue Acres Project Map shall be a scaled mosaic or drawing of tax map lots (not strictly a copy from a tax map) identifying all of the lots comprising this project by N/F owner’s name, Owner ID (or File) #, tax block and lot number, municipality, county and street address. The composite map will also serve as the record map showing monuments and corner markers set. Upon completion of demolition the DEP representative will determine the lots actually acquired and mark a plan for the Survey Consultant showing the proposed corner markers to be set based on final participating lot configurations. After corner markers are set the composite map will be updated by the Survey Consultant to show locations of markers set and will include a table of corner markers with the identifying number, type of marker set, and NJSPCS ground coordinates of each point. The surveyor will add certification language that the monuments were set and sign and seal the drawing.
 - b. Provide a full-sized PDF of this signed Project Map in each CD deliverable as well as full-sized PDF’s of each individual signed acquisition site (which may be comprised of multiple contiguous lots in the same ownership).
 - c. One Surveyor’s Certification and Summary Form and one paper project map as above must accompany each set of plans and descriptions per each N/F owner.

E. CORNER MARKER (MONUMENT) SETTING

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

1. It is estimated that 100 corner markers will be set under this project. For purposes of this proposal assume 50 concrete monuments and 50 capped pins.
2. Corner markers are to be set upon completion of demolition of all structures on the property, or as directed by the Project Manager.

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

5. Consultant shall estimate the cost to set 100 corner markers over a period of 36 months from completion of the surveys as noted above and enter that amount on their fee proposal line item entitled “**Corner Marker Setting Allowance**”, refer to paragraph VIII.A. Payment for corner marker placement shall be made based on the actual number of markers installed at the unit price established in the allowance.

F. PROJECT COMMENCEMENT

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

1. Project Directory:

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

2. Site Access:

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

3. Scope of Work:

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

4. Project Schedule:

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

G. MEETINGS & PRESENTATIONS

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

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

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

VII. LIQUIDATED DAMAGES

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

- a. for failure to deliver the survey for each property within 50 calendar days of issuance of the notice to proceed, in the amount of \$5 per business day per property not delivered, up to a maximum of \$5,000 in total liquidated damages.
- b. for failure to set the corner markers within 30 calendar days of notice of demolition completion for each property, in the amount of \$5 per day per property not completed, up to a maximum of \$5,000 in total liquidated damages.

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

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

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

VIII. GENERAL REQUIREMENTS

A. SCOPE CHANGES

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

IX. ALLOWANCES

A. CORNER MARKER SETTING ALLOWANCE

Consultant shall estimate the cost to set 100 corner markers over a period of 36 months from completion of the survey as noted in paragraph VI.C. and enter that amount on their fee proposal line item entitled "Corner Marker Setting Allowance". Consultant shall attach to their fee proposal a cost breakdown sheet, for use by DPMC during the proposal review and potential fee negotiations, that includes unit prices for:

- One (1) Concrete Corner Marker set in place: \$ _____
- One (1) Steel Pin Corner Marker set in place: \$ _____

Payment for corner marker placement shall be made based on the actual number of markers installed at the unit price.

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

X. SUBMITTAL REQUIREMENTS

A. CONTRACT DELIVERABLES

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

- 8.1 Copies of Notifications – Letterhead Standard Notice**
- 8.1.1 Division Fax Notification – Required -

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

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

8.4 Full size Paper Copies (15) of Survey Plan

8.6 Metes and Bound Description and Reduced Survey Plan (15 copies)

8.7 Digital Files on Compact Disk (CD) (2 copies of CD required)

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

CD Contains:

8.7-1 Descriptions

8.7-2 AutoCAD .dwg

8.7-3 Full size, signed and sealed, drawing in “.pdf” format

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

8.8 Surveyor’s Certification and Summary Form

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

8.10 Corner Marker Description Sheets

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

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

4. Property Photographs
 - Paper copy
 - Digital copy on each property CD

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

PROJECT NAME: Boundary Surveys for Land Acquisition
PROJECT LOCATION: City of Linden, Union County
PROJECT NO: P1126-00
DATE: 02-02-15

XI. SOW SIGNATURE APPROVAL SHEET


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

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

SOW PREPARED BY:  2/4/15
JAMES MCKENNA, MANAGER DATE
DPMC PROJECT PLANNING & INITIATION

SOW APPROVED BY:  2-6-15
WALTER FERNANDEZ, ASST. DEPUTY DIRECTOR DATE
DIV PROPERTY MGT & CONSTRUCTION

SOW APPROVED BY:  2-3-15
MARK ASHTON, PROGRAM SPECIALIST DATE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

SOW APPROVED BY:  2/18/15
RICHARD FLODMAND, DEPUTY DIRECTOR DATE
DIV PROPERTY MGT & CONSTRUCTION

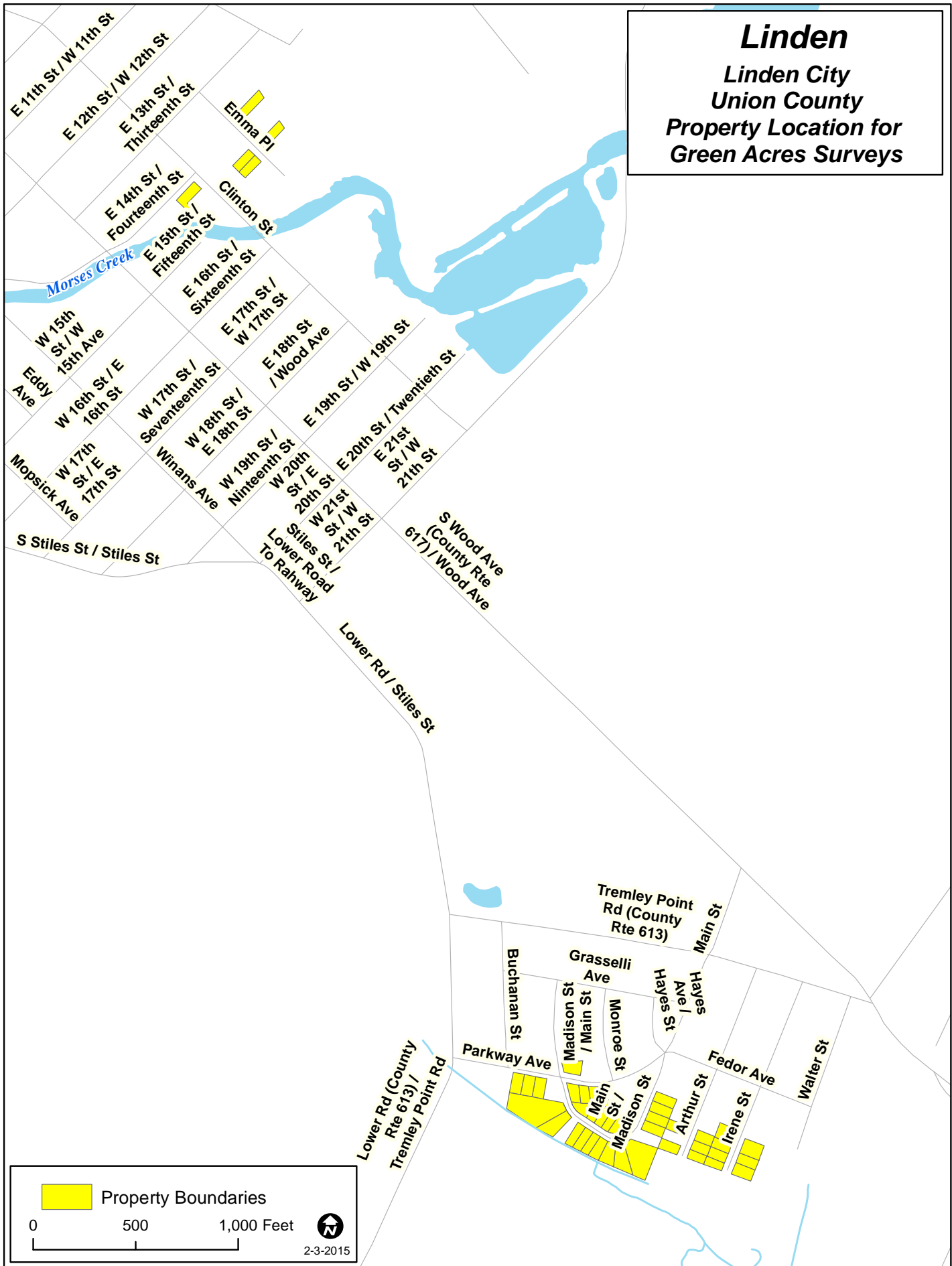
PROJECT NAME: Boundary Surveys for Land Acquisition
PROJECT LOCATION: City of Linden, Union County
PROJECT NO: P1126-00
DATE: 02-02-15

XII EXHIBITS

- A. Linden City, Property Location for Green Acres Surveys (2 pages)

END OF SCOPE OF WORK

Linden
Linden City
Union County
Property Location for
Green Acres Surveys



**Linden City
Property Location for
Green Acres Surveys**

OFFER	LOCATION	BLOCK	LOT	PAMS_PIN
2009-0021	1319 Emma Pl	524	48	2009_524_48
2009-0029.1	1400 Clinton St	535	4	2009_535_4
2009-0028	1408 Emma Pl	529	10	2009_529_10
2009-0023	1409 Emma Pl	524	44	2009_524_44
2009-0018	1412 Emma Pl	529	11	2009_529_11
2009-0022	220 Irene St	582	46	2009_582_46
2009-0033.1	221 Irene St	582	52	2009_582_52
2009-0002	225 Arthur St	582	35	2009_582_35
2009-0014	226 Arthur St	582	30	2009_582_30
2009-0006	226 Irene St	582	47	2009_582_47
2009-0027	227 Irene St	582	51	2009_582_51
2009-0020	229 Main St	582	19	2009_582_19
2009-0044	230 Irene St	582	48	2009_582_48
2009-0025	231 Arthur St	582	34	2009_582_34
2009-0031	231 Irene St	582	50	2009_582_50
2009-0045	232 Irene St	582	49	2009_582_49
2009-0040	233 Main St	582	18.02	2009_582_18.02
2009-0032.1	234 Arthur St	582	32	2009_582_32
2009-0011	235 Arthur Street	582	33	2009_582_33
2009-0009	235 Main St	582	18.01	2009_582_18.01
2009-0010	239 Main St	582	17	2009_582_17
2009-0017	2604 Parkway Ave	582	2	2009_582_2
2009-0034	2608 Parkway Ave	582	3	2009_582_3
2009-0037	2612 Parkway Ave	582	4	2009_582_4
2009-0042	2702 Parkway Ave	579	1	2009_579_1
2009-0046	2703 Parkway Ave	576	7	2009_576_7
2009-0043	2706 Parkway Ave	579	2	2009_579_2
2009-0035	2710 Parkway Ave	579	3	2009_579_3
2009-0036	2714 Parkway Ave	579	4	2009_579_4
2009-0026	310 Madison St	582	6	2009_582_6
2009-0024	314 Madison St	582	7	2009_582_7
2009-0015	321 Madison St	579	10	2009_579_10
2009-0016	324 Madison St	582	9	2009_582_9
2009-0012	327 Madison St	579	9	2009_579_9
2009-0013	330 Madison St	582	10	2009_582_10
2009-0007	331 Madison St	579	8	2009_579_8
2009-0019	332 Madison St	582	11	2009_582_11
2009-0003	335 Madison St	579	7	2009_579_7
2009-0008	336 Madison St	582	12	2009_582_12
2009-0001	338 Madison St	582	13	2009_582_13
2009-0004	344 Madison St	582	14	2009_582_14
2009-0039	345 Madison St	579	6	2009_579_6
2009-0005	350 Madison St	582	15	2009_582_15