

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

DPMC PROJECT NO.: P1105-00

Project Description: Boundary Surveys for Land Acquisition
Various Parcels
South River Borough, Middlesex County, NJ

Firms:

LAN Associates	Waypoint t/a Lippincott & Jacobs
KS Engineers, PC	Munoz Engineers
Malick & Scherer	Princeton Junction Engineering
Banc3, Inc.	John S. Truhan Engineers, Inc.
Ernst, Ernst & Lissenden	The Reynolds Group, Inc.
Edwards Engineering Group, Inc.	Carroll Engineering of NJ
French & Parrello Associates, PA	Partner Assess. Corp dba Partner
Robinson Aerial Surveys, Inc.	

Deadline for Consultant Questions: NO LATER THAN 12:00 NOON, Tuesday, December 3, 2013

Proposal Due Date: NO LATER THAN 2:00 PM, Thursday, December 12, 2013

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, December 3, 2013. Questions shall be submitted to James McKenna, Assistant Deputy Director, Project Planning & Initiation via email at james.mckenna@treas.state.nj.us or fax at (609) 984-1750. Responses to all questions will be forwarded via email to all firms.

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

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

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

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

Catherine M. Douglass

Consultant Selection Coordinator

11/21/13

Date

c: R. Ferrara
Consultant Selection Committee Members



CENTRAL FILE	Project #	P1105-00
	Doc Index	200
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	Doc Date	11/25/13

State of New Jersey

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

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

STEVEN SUTKIN
Director

DATE: November 25, 2013

TO: LAN Associates
KS Engineers
Malick & Scherer
Banc3, Inc.
Ernst, Ernst & Lissenden
Edwards Engineering Group
French & Parrello Assoc.
Robinson Aerial Surveys

Waypoint t/a Lippincott & Jacobs
Munoz Engineering
Princeton Junction Engineering
John S. Truhan Engineers, Inc.
The Reynolds Group, Inc.
Carroll Engineering of NJ
Partner Assess. Corp dba Partner Eng.

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

SUBJECT: Addendum "B" dated November 25, 2013
Project P1105-00
Boundary Survey for Land Acquisition
Various Parcels
South River Borough, NJ – Middlesex County

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

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

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: P1105-00
BOUNDARY SURVEYS FOR LAND ACQUISITION
VARIOUS PARCELS
SOUTH RIVER BOROUGH, MIDDLESEX COUNTY, NJ**

DATE: NOVEMBER 25, 2013

ADDENDUM "B"

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

**THE DUE DATE FOR SUBMITTAL OF TECHNICAL PROPOSALS FOR THIS PROJECT IS
EXTENDED TO NO LATER THAN 2:00 PM, TUESDAY, DECEMBER 17, 2013.**

End of Addendum "B"

Douglass, Catherine

From: Douglass, Catherine
Sent: Monday, November 25, 2013 3:20 PM
To: 'sjs@lan-nj.com'; 'gtimchal@ljce.net'; 'kshahid@kseng.com';
'fabmunoz@munozeng.com'; 'malick@malickandscherer.com'; 'Ted Pivovarnick';
'babucherukuri@banc3.com'; 'jtruhan@truhanengineers.com';
'robert.romano@eelengr.com'; 'mardman@reynoldsggrp.com';
'william.edwards@verizon.net'; 'Matt Garber'; 'argo.parrello@fpaengineers.com';
'nfriedmann@partneresi.com'; 'scudesea@robinsonaerial.com'
Cc: Flodmand, Richard; McKenna, James; Wright, James; Forgione, John; Lathrop, Wendy;
Holms, Jan
Subject: P1105-00 Boundary Survey for Land Acquisition, Various Parcels, South River Borough,
Middlesex County
Attachments: Addendum B Cover.pdf; P1105-00 Addendum B.doc

Consultants:

Attached is Addendum "B" for Project P1105-00 extending the due date for proposals to **no later than 2:00 p.m., Tuesday, December 17, 2013**. As indicated, please sign the cover acknowledging receipt and return to my attention via email catherine.douglass@treas.state.nj.us or fax (609) 777-1970.

Please contact me if you have any questions. Thank you.

Catherine M. Douglass

A/E Selection Coordinator
Contracts & Procurement
catherine.douglass@treas.state.nj.us
(609) 777-3094



CENTRAL FILE	Project #	P1105-00
	Doc Index	200
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State of New Jersey

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

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer
STEVEN SUTKIN
Director

DATE: November 21, 2013

TO: LAN Associates Waypoint t/a Lippincott & Jacobs
KS Engineers Munoz Engineering
Malick & Scherer Princeton Junction Engineering
Banc3, Inc. John S. Truhan Engineers, Inc.
Ernst, Ernst & Lissenden The Reynolds Group, Inc.
Edwards Engineering Group Carroll Engineering of NJ
French & Parrello Assoc. Partner Assess. Corp dba Partner Eng.
Robinson Aerial Surveys

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

SUBJECT: Addendum "A" dated November 21, 2013
Project P1105-00
Boundary Survey for Land Acquisition
Various Parcels
South River Borough, NJ – Middlesex County

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

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

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: P1105-00
BOUNDARY SURVEYS FOR LAND ACQUISITION
VARIOUS PARCELS
SOUTH RIVER BOROUGH, MIDDLESEX COUNTY, NJ**

DATE: NOVEMBER 21, 2013

ADDENDUM "A"

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

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

**THE DUE DATE FOR SUBMITTAL OF TECHNICAL PROPOSALS FOR THIS PROJECT IS
2:00 PM, THURSDAY, DECEMBER 12, 2013**

End of Addendum "A"

Douglass, Catherine

From: Douglass, Catherine
Sent: Thursday, November 21, 2013 2:51 PM
To: 'sjs@lan-nj.com'; 'gtimchal@ljce.net'; 'kshahid@kseng.com';
'fabmunoz@munozeng.com'; 'malick@malickandscherer.com'; 'tpivo@pjepc.com';
'babucherukuri@banc3.com'; 'jtruhan@truhanengineers.com';
'robert.romano@eelengr.com'; 'mardman@reynoldsgrp.com';
'william.edwards@verizon.net'; 'Matt Garber'; 'argo.parrello@fpaengineers.com';
'nfriedmann@partneresi.com'; 'scudesea@robinsonaerial.com'
Cc: Flodmand, Richard; McKenna, James; Wright, James; Forgione, John; Lathrop, Wendy;
Holms, Jan
Subject: P1105-00 Boundary Survey for Land Acquisition, Various Parcels, South River Borough,
Middlesex County
Attachments: Addendum A Cover.pdf; P1105-00 Addendum A.doc

Consultants:

Attached is Addendum "A" for Project P1105-00. As indicated, please sign the cover acknowledging receipt and return to my attention via email catherine.douglass@treas.state.nj.us or fax (609) 777-1970.

If you have any questions, please do not hesitate to contact me.

Thank you.

Catherine M. Douglass

A/E Selection Coordinator
Contracts & Procurement
catherine.douglass@treas.state.nj.us
(609) 777-3094

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

II. GENERAL INFORMATION

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

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

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

III. TECHNICAL PROPOSAL

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

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

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

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

Consultant/Sub-Consultant Prequalification

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

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

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

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

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

(b) **Organization Chart**

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

(c) **Resume**

Include a resume of each key team member.

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

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

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

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

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

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

(f) **Project Approach**

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

(g) **Project Schedule**

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

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

Pursuant to N.J.A.C. 17:27-1.1 et. seq., all firms contracting with the State of New Jersey must comply with P.L. 1975, c 127, regarding non-discrimination in employment. For your information, 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 three copies of the fee proposal in the separately sealed envelope provided marked "Fee Proposal" with the project number indicated on the envelope. This envelope should then be enclosed in another envelope containing the Technical Proposal and sent to the address noted on the "Request for Proposal". **DO NOT INCLUDE ANY FEE INFORMATION IN YOUR TECHNICAL PROPOSAL. ONLY INCLUDE THE HOURLY WAGE RATE LEVELS ON THE "PROJECT KEY PERSONNEL LIST" IN YOUR TECHNICAL PROPOSAL. INCLUSION OF FEE INFORMATION WITHIN THE TECHNICAL PROPOSAL WILL RESULT IN THE REJECTION OF THE CONSULTANT'S ENTIRE SUBMISSION.**

VI. EVALUATION, NEGOTIATION AND AWARD

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

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

Public Law 2005, Chapter 51

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

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

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

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

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

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

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

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

VII. REVISIONS/CHANGES

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

ATTACHMENT 1
PERSONNEL LEVELS

LEVEL 7

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

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

LEVEL 6

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

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

LEVEL 5

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

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

LEVEL 4

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

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

LEVEL 3

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

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

LEVEL 2

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

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

LEVEL 1

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

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

MAC BRIDE PRINCIPLES COMPLIANCE CERTIFICATION

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

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

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

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

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

Signature of Consultant

Dated:

AMERICANS WITH DISABILITIES ACT

State Contract Language

Equal Opportunity for Individuals with Disabilities

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

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

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

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

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

Routine Contract Technical Proposal Evaluation

PROJECT: Boundary Surveys for Land Acquisition
Various Parcels, South River Borough

DPMC NUMBER: P1105-00

FIRM: French & Parello Associates

RETURN BY: 12 Noon 12/23/13

CRITERIA <i>Provide comments in each criteria area to justify point score</i>	MAX. POINTS	POINTS
PROJECT TEAM/ORGANIZATION	30	
TEAM EXPERIENCE ON SIMILAR PROJECTS	30	
PROJECT APPROACH	30	
PROJECT SCHEDULE	10	
FINAL SCORE		

1 2 3
EVALUATOR

DATE

RECEIVED & RECORDED BY

DATE

Public Law 2005, Chapter 92

Formerly: Executive Order 129

SOURCE DISCLOSURE CERTIFICATION FORM

Bidder: _____

I hereby certify and say:

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

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

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

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

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

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

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

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

Bidder: _____
[Name of Organization or Entity]

By: _____

Title: _____

Print Name: _____

Date: _____

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

PROJECT NUMBER _____

BIDDER _____

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

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

List Additional Activities on Separate Sheet

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

SCOPE OF WORK

Boundary Surveys for Land Acquisition

Various Parcels
South River Borough, Middlesex County, N.J.

PROJECT NO. P1105-00

STATE OF NEW JERSEY

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

DEPARTMENT OF THE TREASURY

Andrew P. Sidamon-Eristoff, Treasurer



DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION

Steven Sutkin, Director

Date: October 10, 2013

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PROJECT NAME: Boundary Surveys for Land Acquisition
PROJECT LOCATION: South River Borough, Middlesex County
PROJECT NO: P1105-00
DATE: October 10, 2013

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PROJECT NAME: Boundary Surveys for Land Acquisition
PROJECT LOCATION: South River Borough, Middlesex County
PROJECT NO: P1105-00
DATE: October 10, 2013

I. OBJECTIVE

The objective of this project is to complete a boundary surveys of approximately 76 residential properties (94 lots) located in South River Borough, Middlesex County, New Jersey. Surveys are to be completed in accordance with DEP's Green Acres Program "Scope of Survey and Standard Detail Requirements".

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 120 days of notice to proceed.

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

B. CONSULTANT'S PROPOSED SCHEDULE

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

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

PROJECT NAME: Boundary Surveys for Land Acquisition
PROJECT LOCATION: South River Borough, Middlesex County
PROJECT NO: P1105-00
DATE: October 10, 2013

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 South River Borough and are shown highlighted in **Exhibit 'A'** and in list form in **Exhibit 'B'** (2 pages).

B. PROJECT TEAM MEMBER DIRECTORY

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

1. DPMC Representative:

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

2. DEP Representative:

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

V. PROJECT DEFINITION

A. BACKGROUND

PROJECT NAME: Boundary Surveys for Land Acquisition
PROJECT LOCATION: South River Borough, Middlesex County
PROJECT NO: P1105-00
DATE: October 10, 2013

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. GENERAL SURVEY REQUIREMENTS

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

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

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

B. PROJECT SPECIFIC SURVEY REQUIREMENTS

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

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

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

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

C. CORNER MARKER (MONUMENT) SETTING

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

1. It is estimated that 160 corner markers will be set under this project.
2. Corner markers are to be set upon completion of demolition of all structures on the property.
3. If the property is vacant at the time of survey, corner markers may be set at that time.
4. If the site is not vacant at the time of survey the Project Manager shall advise the Survey Consultant when the demolition is complete.
 - a. Demolition of structures on each lot shall be completed between three (3) and thirty six (36) months after completion of the survey.
 - b. Corner markers shall be set within 30 days of notice of completion of demolition of each property.
5. Consultant shall estimate the cost to set 160 corner markers over a period of 36 months from completion of the surveys as noted above and enter that amount on their fee proposal line item entitled "**Corner Marker Setting Allowance**", refer to paragraph VIII.A. Payment for corner marker placement shall be made based on the actual number of markers installed at the unit price established in the allowance.

D. PROJECT COMMENCEMENT

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

1. Project Directory:

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

2. Site Access:

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

3. Scope of Work:

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

4. Project Schedule:

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

E. MEETINGS & PRESENTATIONS

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

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

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

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:

PROJECT NAME: Boundary Surveys for Land Acquisition
PROJECT LOCATION: South River Borough, Middlesex County
PROJECT NO: P1105-00
DATE: October 10, 2013

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

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

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

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

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

PROJECT NAME: Boundary Surveys for Land Acquisition
PROJECT LOCATION: South River Borough, Middlesex County
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DATE: October 10, 2013

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 Traverse Closure - Precision/Radial Error/Area

8.4 Full size Paper Copies of Survey Plan

8.6 Metes and Bound Description and Reduced Survey Plan

8.7 Digital Files on Compact Disk (CD)

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

CD Contains:

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

8.8 Surveyor's Certification and Summary Form

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

PROJECT NAME: Boundary Surveys for Land Acquisition
PROJECT LOCATION: South River Borough, Middlesex County
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DATE: October 10, 2013

8.10 Corner Marker Description Sheets

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

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

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

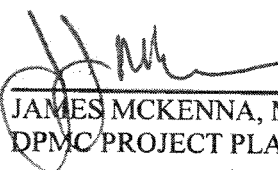
PROJECT NAME: Boundary Surveys for Land Acquisition
PROJECT LOCATION: South River Borough, Middlesex County
PROJECT NO: P1105-00
DATE: October 10, 2013

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.

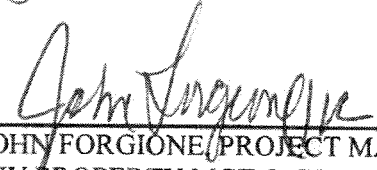
The Client Agency approval signature on this page indicates that they have reviewed the design criteria and construction schedule described in this project Scope of Work and verifies that the work will not conflict with the existing or future construction activities of other projects at the site.

SOW PREPARED BY:


JAMES MCKENNA, MANAGER
DPMC PROJECT PLANNING & INITIATION

10/10/13
DATE

SOW APPROVED BY:


JOHN FORGIONE, PROJECT MANAGER
DIV PROPERTY MGT & CONSTRUCTION

10/11/13
DATE

SOW APPROVED BY:


WENDY LATHROP, PROGRAM SPECIALIST
DEPARTMENT OF ENVIRONMENTAL PROTECTION

10-11-2013
DATE

SOW APPROVED BY:


RICHARD FLODMAND, DEPUTY DIRECTOR
DIV PROPERTY MGT & CONSTRUCTION

10/11/13
DATE

PROJECT NAME: Boundary Surveys for Land Acquisition
PROJECT LOCATION: South River Borough, Middlesex County
PROJECT NO: P1105-00
DATE: October 10, 2013

XII. EXHIBITS

- A. PROJECT SITE MAP "South River Borough"
- B. PROPERTY LIST "South River Borough Property Information" (2 pages)

END OF SCOPE OF WORK

**South River Borough
Property Location for
Green Acres Surveys**

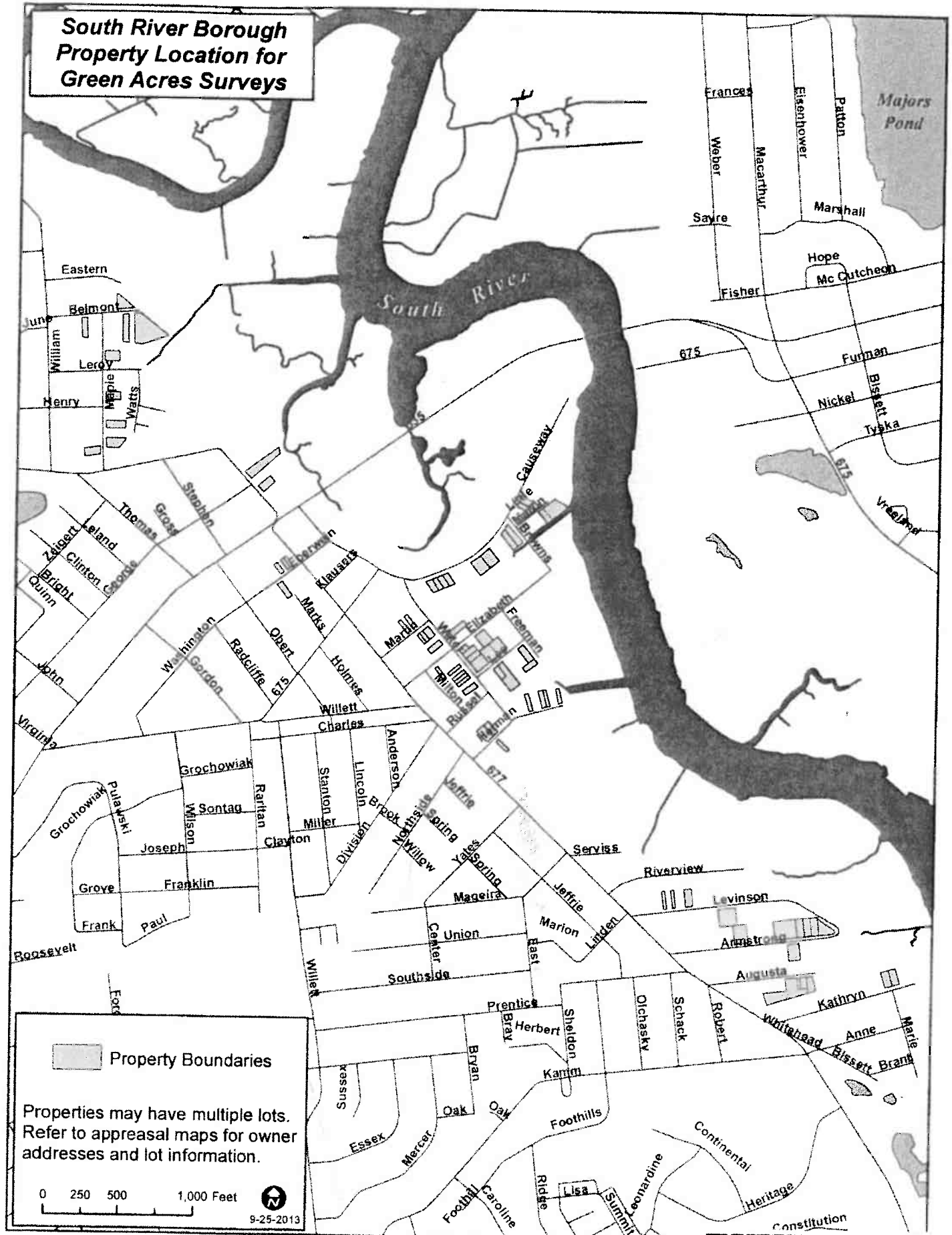


EXHIBIT 'A'

**South River Borough
Property Information**

OFFER	OWNER	LOCATION	BLOCK	LOT
1223-0304		13 Armstrong Ave	300	20.02
1223-0305		17 Armstrong Ave	300	19
1223-0305		17 Armstrong Ave	300	19.01
1223-0306		19 Armstrong Ave	300	18.01
1223-0306		19 Armstrong Ave	300	18
1223-0307		27 Armstrong Ave.	300	16.01
1223-0307		27 Armstrong Ave.	300	16.02
1223-0307		27 Armstrong Ave.	300	16.03
1223-0307		27 Armstrong Ave.	300	16
1223-0308		53 Armstrong Ave	300	9
1223-0308		53 Armstrong Ave	300	10
1223-0308		53 Armstrong Ave	300	1.01
1223-0308		53 Armstrong Ave	300	9.01
1223-0309		44 Augusta St	298	10
1223-0310		48 Augusta Street	298	9.01
1223-0311		50-52-54 Augusta St.	298	8
1223-0311		50-52-54 Augusta St.	298	11.01
1223-0312		14 Belmont Ave	40	5
1223-0313		20 Belmont Ave	40	3
1223-0314		21 Belmont Ave	42	17
1223-0314		21 Belmont Ave	42	18
1223-0315		36 Belmont Avenue	41	3
1223-0316		84 Browns Ln	327	7
1223-0317		76 Causeway	327	10
1223-0318		78 Causeway	327	9
1223-0319		86 Causeway St & Browns Ln	326	6
1223-0320		88 Causeway	326	5
1223-0321		98 Causeway	326	2.01
1223-0322		112 Causeway	324	4
1223-0323		114 Causeway St	324	3
1223-0324		116 Causeway	324	7
1223-0325		118 Causeway	324	2
1223-0326		6 Elizabeth Street	307	7
1223-0327		14 Elizabeth Street	317	5
1223-0328		33 Freeman St	309	12
1223-0329		1 Herman Street	304	24
1223-0330		7 Herman St	304	21
1223-0331		9 Herman Street	304	20
1223-0332		15 Herman Street	304	18
1223-0333		27 Herman St	305	6
1223-0334		29 Herman St	305	7
1223-0335		32 Herman St	304	10
1223-0336		11 Kathryn St	298	12.01
1223-0337		13 Kathryn St.	298	13
1223-0338		1 Lee St.	309	4
1223-0339		2 Lee St	317	12
1223-0339		2 Lee St	317	13
1223-0340		3 Lee St & Zenas St	309	5
1223-0340		3 Lee St & Zenas St	309	10
1223-0341		6 Lee St.	317	11
1223-0342		11 Lee St.	309	9.02
1223-0343		20-22 Levinson Ave	301	12
1223-0343		20-22 Levinson Ave	301	13
1223-0343		20-22 Levinson Ave	301	12.01
1223-0344		31 Levinson Ave	332	9
1223-0345		37 Levinson Ave	332	7.03
1223-0346		43 Levinson Ave	332	7.01
1223-0347		8 Little Martin Avenue	327	1
1223-0348		9 Little Martin Ave	327	15
1223-0349		10 Little Martin Avenue	327	2
1223-0350		4 Maple Street	38	11
1223-0350		4 Maple Street	38	12

**South River Borough
Property Information**

OFFER	OWNER	LOCATION	BLOCK	LOT
1223-0351		13 Maple St.	90	29
1223-0351		13 Maple St.	90	30
1223-0352		17 Maple St	90	4.01
1223-0353		29 Maple St.	90	5
1223-0354		45 Maple Street	90	17
1223-0354		45 Maple Street	90	26
1223-0355		2 Martin Ave	322	9
1223-0356		6 Martin Ave	322	7
1223-0357		9 Martin Ave	321	16
1223-0358		5 Reid St	150	4
1223-0359		9 Reid St	150	6.01
1223-0360		1 Washington Street	157	21
1223-0361		3 Washington St.	157	20
1223-0362		7 Washington St	157	18
1223-0363		12 Washington St.	158	12
1223-0364		16 Water St. Nearest street Le	307	16
1223-0365		19 Water St	317	1
1223-0366		22 Water Street	307	14
1223-0367		24 Water Street	307	13
1223-0368		26 Water St	307	12
1223-0369		27 Water St.	317	2.01
1223-0370		29 Water St.	317	2
1223-0371		30 Water St	307	11
1223-0372		31 Water St	317	3
1223-0373		37 Water St.	323	2
1223-0374		38 Water St.	322	11
1223-0378		15 Armstrong Ave	300	20.01
1223-0378		15 Armstrong Ave	300	20.03
1223-0387		5 Martin Ave	321	2
1223-0389		4 Martin Ave	322	8
1223-0390		20-22 Armstrong Ave	299	21
1223-0391		100 Causeway	326	1