

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

DPMC PROJECT NO.: P1179-00
Project Description: Dock Replacement
Liberty State Park
Jersey City, Hudson County, NJ

Firms: Participating Consultants

Mandatory Pre-Proposal Meeting/Site Visit: TBD

Proposal Due Date: NO LATER THAN 2:00 PM, TBD
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This confirms that your firm was selected from the list of pre-qualified firms in your discipline/specialty category and is invited to submit a proposal for this project. **Attached is the Consultant Proposal Package for this project. The Scope of Work is available on the Division's website at www.state.nj.us/treasury/dpmc.**

The mandatory pre-proposal meeting/site visit is scheduled for **TBD**. Consultants shall meet at the Liberty State Park – 200 Morris Pesin Drive, Jersey City, Hudson County, NJ 07305. GPS Coordinates: 40.6953586044641, -74.0605606090101. Only those firms attending the mandatory pre-proposal meeting will be permitted to submit a proposal. For more information on the site visit or the Scope of Work, please call Eugene Cardone, DPMC Project Design Manager at (609) 633-2648.

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

Department of Treasury
Division of Property Management and Construction
Contracts & Procurement Unit
33 West State Street, 9th Floor, Plan Room
Attention: 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

00/00/2018

Consultant Selection Coordinator

Date

c:

R. Ferrara

Consultant Selection Committee Members



State of New Jersey

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

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

CHRISTOPHER CHIANESE
Director

DATE: October 29, 2018

TO: Distinct Engineering Solutions, Inc.
GZA Geoenvironmental, Inc.
Johnson, Mirmiran & Thompson, Inc.
Maser Consulting, PA
Mott MacDonald, LLC
W.J. Castle, PE & Associates, PC
T&M Associates
Richard Ferrara CMO

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

SUBJECT: Addendum "B" dated October 29, 2018
Project: P1179-00
Dock Replacement
Liberty State Park
Jersey City, Hudson County, NJ

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: Bill Mahan
P.O. Box 034
Trenton, NJ 08625-0034
Fax #: (609) 777-1970
Email: william.mahan@treas.nj.gov

Date Received

Firm Name

Address

Signature

Title

Addendum "B"
Project: P1179-00
Dock Replacement
Liberty State Park
Jersey City, Hudson County, NJ
Date: October 29, 2018

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

ADDENDUM "B"

REMINDERS:

- **The Proposal due date is 11/8/2018 NO LATER THAN 2:00 PM.** Please see below for the address.
- **If sending by Regular mail:** Department of Treasury, Division of Property Management and Construction, Contracts & Procurement Unit, 33 West State Street, 9th Floor Plan Room, PO Box 034 Trenton, NJ 08625. Attention Bill Mahan
- **If sending by Delivery Service (FedEx, UPS etc):** Department of Treasury, Division of Property Management and Construction, Contracts & Procurement Unit, 33 West State Street, 9th Floor Plan Room, Trenton, NJ 08608. Attention Bill Mahan
- Please note that in Section II, Consultant Qualifications, A. of the Scope of Work (SOW), Consultant & Sub-Consultant Pre-Qualifications provides the pre-qualification requirements necessary to be considered for this project. This section clearly states in part that the consulting firm "... have in-house capabilities or Sub-Consultants pre-qualified with DPMC in all other Architectural, Engineering and Specialty Disciplines necessary to complete the project as described in this Scope of Work (SOW). This information is also reiterated in the RFP. **Proposals received with non-DPMC prequalified Consultants/Sub-Consultants will not be considered.**

CONSULTANT QUESTIONS:

- **No Consultant Questions Received**

REVISIONS/CLARIFICATIONS:

- Revision to the Scope of Work

VII. CONSULTANT DESIGN RESPONSIBILITIES

A. DOCK REPLACEMENT, 4. Floating Dock:

The existing 8ft x 60ft floating dock will not be reused or rehabilitated as per paragraph 4. The consultant shall include design for a new floating dock approximately 8ft x 60ft and required associated work. Dock size will be determined during design.

DOCUMENTATION:

- By receipt of this ADDENDUM, Consultants hereby acknowledge receipt of the existing documentation (CD), referenced in the Scope of Work dated September 4, 2018. The CD is labeled "DPMC PROJECT # P1179-00 SCOPE OF WORK REFERENCE PARAGRAPH VII. E. 4. EXISTING DOCUMENTATION".

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

END OF ADDENDUM "B"



State of New Jersey

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

PHILIP D. MURPHY
Governor

ELIZABETH MAHER MUOIO
State Treasurer

SHEILA Y. OLIVER
Lt. Governor

CHRISTOPHER CHIANESE
Director

DATE: **TBD**
TO: **All Participating Firms**
FROM: **Richard M. Ferrara, Assistant Deputy Director
Contracts & Procurement Unit**
SUBJECT: **Addendum "A" dated TBD
Project: P1179-00
Dock Replacement
Liberty State Park
Jersey City, Hudson County, NJ**

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: Bill Mahan
P.O. Box 034
Trenton, NJ 08625-0034
Fax #: (609) 777-1970
Email: william.mahan@treas.nj.gov

Date Received

Firm Name

Address

Signature

Title

Addendum "A"
Project: P1179-00
Dock Replacement
Liberty State Park
Jersey City, Hudson County, NJ
Date: TBD

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.

ADDENDUM "A"

DIANE B. ALLEN EQUAL PAY ACT

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

END OF ADDENDUM "A"

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
- (j) A/E General Conditions Revised May 2016

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 and the firm name 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. Joint Venture firms must be separately prequalified in the discipline(s) required by the project scope of work with at least one of the joint venture firms have the required DPMC prequalification rating.

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

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

(b) **Organization Chart**

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

(c) **Resume**

Include a resume of each key team member.

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

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

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

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

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

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

(f) **Project Approach**

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

(g) **Project Schedule**

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

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

Pursuant to N.J.A.C. 17:27-1.1 et. seq., all firms contracting with the State of New Jersey must comply with P.L. 1975, c 127, regarding non-discrimination in employment. For your information, copies of Exhibits A and B are included in the A/E General Conditions Revised May 2016. 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**

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 (3) 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.

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: Dock Replacement
Liberty State Park – Jersey City, Hudson County, NJ
FIRM: _____

DPMC NUMBER: P1179-00
RETURN BY: _____

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

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>
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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: P1179-00

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 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: _____

KEY TEAM MEMBER PROJECT EXPERIENCE DATA SHEET

NAME _____

TITLE _____

FIRM _____

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

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

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

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

DATE: **TBD**
PROJECT NO.: **P1179-00**

***Division of Property Management & Construction
33 WEST STATE ST 9TH FLOOR, PLAN ROOM
P.O. Box 034
Trenton, NJ 08625-0034
Attention: BILL MAHAN***

THIS PROPOSAL DUE DATE, NO LATER THAN 2:00 PM, TBD

FIRM NAME _____

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

CONSULTANT DESIGN	\$ _____
SUB CONSULTANT DESIGN	\$ _____
CONSULTANT CONSTRUCTION ADMINISTRATION	\$ _____
SUBCONSULTANT CONSTRUCTION ADMINISTRATION	\$ _____
TOTAL LUMP SUM FEE FOR PROFESSIONAL SERVICES	\$ _____
PERMIT FEE ALLOWANCE	\$ _____
ALLOWANCE FOR WORK SPECIFIED BY THE DPMC	\$ _____
ALLOWANCE FOR WORK SPECIFIED BY THE CONSULTANT	\$ _____
TOTAL CONTRACT AMOUNT	\$ _____

PROPOSAL TO HOLD GOOD FOR 60 DAYS AFTER THE DUE DATE.

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

Signature of the consultant below attests that the Consultant has read, understands and agrees to all terms, conditions and specifications set forth in the Request for Proposal (RFP) and Consultant Proposal Package.

Signature: _____ **Print Name:** _____

Title: _____ **Date:** _____

Witness Signature: _____ **Print Name:** _____

ATTACH PROOF OF REQUIRED INSURANCE COVERAGE

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

SCOPE OF WORK

Dock Replacement

Liberty State Park
Jersey City, Hudson County, N.J.

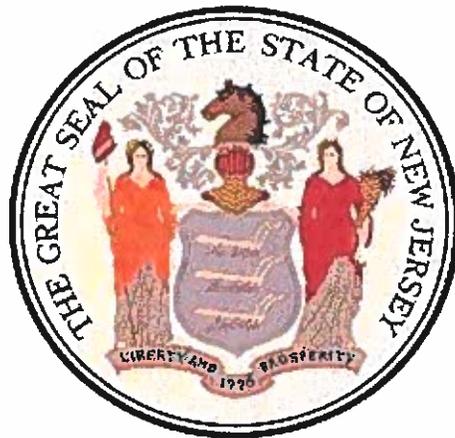
Project No. P1179-00

STATE OF NEW JERSEY

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

DEPARTMENT OF THE TREASURY

Elizabeth Maher Muoio, Treasurer



DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION

Christopher Chianese, Director

Date: 9/4/18 Final

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PROJECT NAME: Dock Replacement
PROJECT LOCATION: Liberty State Park
PROJECT NO: P1179-00
DATE: 9/4/18

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I. OBJECTIVE

The objective of this project is to provide Design and Construction Administration services to replace the dock at the southern boat ramp at Liberty State Park.

II. CONSULTANT QUALIFICATIONS

A. CONSULTANT & SUB-CONSULTANT PRE-QUALIFICATIONS

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

- **P012 Marine Engineering**

The Consultant shall also have in-house capabilities or Sub-Consultants pre-qualified with DPMC in:

- **P017 Hydrographic Surveying**

As well as, **any and all** other Architectural, Engineering and Specialty Disciplines necessary to complete the project as described in this Scope of Work (SOW).

III. PROJECT BUDGET

A. CONSTRUCTION COST ESTIMATE (CCE)

The initial Construction Cost Estimate (CCE) for this project is \$370,000

The Consultant shall review this Scope of Work and provide a narrative evaluation and analysis of the accuracy of the proposed project CCE in their technical proposal based on their professional experience and opinion.

B. CURRENT WORKING ESTIMATE (CWE)

The Current Working Estimate (CWE) for this project is \$506,000

The CWE includes the construction cost estimate and all consulting, permitting and administrative fees.

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

C. CONSULTANT'S FEES

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

IV. PROJECT SCHEDULE

A. SCOPE OF WORK DESIGN & CONSTRUCTION SCHEDULE

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

PROJECT PHASE	ESTIMATED DURATION (Calendar Days)
1. Site Access Approvals & Schedule Design Kick-off Meeting	14
2. Design Development Phase 50% (Minimum)	42
• <i>Project Team & DPMC Plan/Code Unit Review & Comment</i>	14
3. Final Design Phase 100%	42
• <i>Project Team & DPMC Plan/Code Unit Review & Approval</i>	14
4. Permit Application Phase	7
• <i>Issue Plan Release</i>	
5. Bid Phase	42
6. Award Phase	28
7. Construction Phase	120

B. CONSULTANT'S PROPOSED DESIGN & CONSTRUCTION SCHEDULE

The Consultant shall submit a project design and construction bar chart schedule with their technical proposal that is similar in format and detail to the schedule depicted in **Exhibit 'A'**.

The bar chart schedule developed by the Consultant shall reflect their recommended project phases, phase activities, activity durations.

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

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

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

C. CONSULTANT DESIGN SCHEDULE

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

D. BID DOCUMENT CONSTRUCTION SCHEDULE

The Consultant shall include a construction schedule in Division 1 of the specification bid document. This schedule shall contain, at minimum, the major activities and their durations for each trade specified for the project. This schedule shall be in "bar chart" format and will be used by the Contractors as an aid in determining their bid price. It shall reflect special sequencing or phased construction requirements including, but not limited to: special hours for building access, weather restrictions, imposed constraints caused by Client Agency program schedules, security needs, lead times for materials and equipment, anticipated delivery dates for critical items, utility interruption and shut-down constraints, and concurrent construction activities of other projects at the site and any other item identified by the Consultant during the design phases of the project.

E. CONTRACTOR CONSTRUCTION PROGRESS SCHEDULE

The Contractor shall be responsible for preparing a coordinated combined progress schedule with the Sub-Contractors after the award of the contract. This schedule shall meet all of the requirements identified in the Consultant's construction schedule. The construction schedule shall be completed in accordance with the latest edition of the Instructions to Bidders and General Conditions and Bulletins that may be issued on the project.

The Consultant must review and analyze this progress schedule and recommend approval/disapproval to the Project Team until a satisfactory version is approved by the Project Team. The Project Team must approve the baseline schedule prior to the start of construction and prior to the Contractor submitting invoices for payment.

The Consultant shall note in Division 1 of the specification that the State will not accept the progress schedule until it meets the project contract requirements and any delays to the start of the construction work will be against the Contractor until the date of acceptance by the State.

The construction progress schedule shall be reviewed, approved, and updated by the Contractor, Consultant, and Project Team members at each regularly scheduled construction job meeting and the Consultant shall note the date and trade(s) responsible for project delays (as applicable).

V. PROJECT SITE LOCATION & TEAM MEMBERS

A. PROJECT SITE ADDRESS

The location of the project site is:

Liberty State Park
200 Morris Pesin Drive
Jersey City, New Jersey 07305-4687

See **Exhibit 'B'** for the project site location.

B. PROJECT TEAM MEMBER DIRECTORY

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

1. DPMC Representative:

Name: Eugene Cardone, Design Project Manager
Address: Division Property Management & Construction
20 West State Street, 3rd Floor
Trenton, NJ 08608-1206
Phone No: (609) 633-2648
E-Mail No: Eugene.Cardone@treas.nj.gov

2. Client Agency Representative:

Name: Donald Deluca, Project Manager
Address: New Jersey Department of Environmental Protection
275 Freehold – Englishtown Road
Englishtown, New Jersey 07726
Phone No: (609) 633-7588
E-Mail No: Donald.Deluca@dep.nj.gov

VI. PROJECT DEFINITION

A. BACKGROUND

The boat ramp at the southern end of Liberty State Park serves as a public launch for boats to access New York Harbor, the Hudson River, Raritan Bay, and beyond. The boat launch was constructed in the late 1970's. Users of the boat launch must pay a daily fee or obtain an annual permit from Liberty State Park. The boat launch is open year round however gets heavy use during peak season (May 1 through Oct 1) especially on weekends. The boat launch is also used as a critical access point for many government entities, including but not limited to, the Army Corps of Engineers, New Jersey State Police, National Guard, FBI, NJDEP Compliance and Enforcement and Jersey City Police and Fire Departments. The boat launch is also used by the National Park Service to transport garbage trucks via a barge from Liberty Island.

VII. CONSULTANT DESIGN RESPONSIBILITIES

A. DOCK REPLACEMENT

1. General:

The scope of work for this project pertains to the replacement of the Gangway Ramp, Piles/Breakwater Boards and the Floating Dock. Provide a recommendation to repair or replace Dock 2, see Exhibit 'C'. This is an in-kind dock replacement. New pilings shall be required and

shall be driven in the same locations as the existing piles/breakwater. Replace breakwater boards. A new floating dock approximately 8'x 60' shall be installed. Provide all fasteners, railings, supports and waler system as necessary. Metal fasteners and cleats shall be galvanized steel. The gangway shall be required to connect to the new floating dock, to the existing sidewalk/fixed dock area and shall be "Barrier Free" compliant. Repair the existing sidewalk landing and curb as necessary and replace signage. The construction documents shall be formatted to comply with the Bureau of Coastal Engineering requirements.

2. Demolition:

The Consultant shall include within the design documents all necessary required select demolition including the removal of the existing floating dock, piles / breakwater boards and the gangway ramp.

A note shall be added that states all materials including fixtures, debris, rubbish, etc. shall be removed as it accumulates and not stored on the site.

Drawings shall identify the approved location of the dumpster(s), vehicle parking, material storage trailers, construction equipment, etc. and specify any safety and or security measures required in those areas.

Identify any required construction barriers or other measures to be taken to protect equipment and personnel from construction dirt, dust and provide safety during any demolition and construction work.

3. Gangway Ramp:

The Consultant shall provide a design to remove the existing aluminum Gangway Ramp and install a new Gangway Ramp that shall be required to connect the new floating dock and to the existing Fixed Dock. The new gangway ramp shall be "Barrier Free" compliant. Provide a recommendation to repair the existing fixed dock and curb as necessary and replace signage.

4. Floating Dock:

The Consultant shall investigate reusing or rehabilitating the existing floating dock if possible. If the existing floating dock is not reusable provide a design to remove the existing Floating Dock and install a new Floating Dock of compatible size. The new floating dock shall be connected to the new gangway ramp and fixed dock.

5. Piles and Breakwater Boards:

The Consultant shall provide a design to remove and replace the existing piles and breakwater boards, see **Exhibit 'C'**. New pilings shall be required and shall be driven in the same locations as

the existing piles and breakwater boards. Provide a recommendation to repair or replace Dock 2, see Exhibit 'C'.

The construction documents shall be formatted to comply with the Bureau of Coastal Engineering requirements.

B. SURVEY REQUIREMENTS

The consultant shall survey the area, including soundings in the channel, as required to complete the design and permit applications required to successfully complete the dock replacement.

C. PERMIT APPLICATIONS

The consultant is responsible to prepare permit application packages for both State and Federal Agencies that are required to complete the project.

D. GENERAL DESIGN OVERVIEW

1. Design Detail:

Section VII of this Scope of Work is intended as a guide for the Consultant to understand the overall basic design requirements of the project and is not intended to identify each specific design component related to code and construction items. The Consultant shall provide those details during the design phase of the project ensuring that they are in compliance with all applicable codes, regulating authorities, and the guidelines established in the DPMC Procedures for Architects and Engineers Manual.

The Consultant shall understand that construction documents submitted to DPMC shall go beyond the basic requirements set forth by the Uniform Construction Code N.J.A.C. 5:23-2.15(f). Drawings and specifications shall provide detail beyond that required to merely show the nature and character of the work to be performed. The construction documents shall provide sufficient information and detail to illustrate, describe and clearly delineate the design intent of the Consultant and enable all Contractors to uniformly bid the project.

The Consultant shall review and comply with the DPMC "Plan Review Instructions" which can be found on DPMC's web site at:

http://www.state.nj.us/treasury/dpmc/lists_and_publications.shtml

The Consultant shall ensure that all of the design items described in this scope of work are addressed and included in the project drawings and specification sections where appropriate.

It shall be the Consultant's responsibility to provide all of the design elements for this project. Under no circumstance may they delegate the responsibility of the design; or portions thereof, to the Contractor unless specifically allowed in this Scope of Work.

2. Specification Format:

The Consultant shall prepare the construction specifications in the Construction Specifications Institute (CSI) format entitled MasterFormat©, latest edition.

The project construction specifications shall include only those CSI MasterFormat© specification sections and divisions applicable to this specific project.

3. Submittal Schedule:

The Consultant shall include a submittal schedule in Division 1 of the specifications. The schedule (list of required submittals) shall identify the general conditions and/or specification section (number and name) and the type of submittal required (material data, product data, test results, calculations, etc.). The submittal schedule is a compilation of the submittals required on the project and is provided as an aid to the contractor.

4. Construction Cost Estimates:

The Consultant shall include with each design submittal phase identified in Paragraph IV.A, including the Permit Application Phase and Bid Phase, a detailed construction cost estimate itemized and summarized by the divisions and sections of the Construction Specification Institute (CSI) MasterFormat© 2014 applicable to the project.

The detailed breakdown of each work item shall include labor, equipment, material and total costs.

The construction estimate shall include all alternate bid items and all unit price items itemized and summarized by the divisions and sections of the specifications.

All cost estimates shall be adjusted for regional location, site factors, construction phasing, premium time, building use group, location of work within the building, temporary swing space, security issues, and inflation factors based on the year in which the work is to be performed.

The cost estimate shall include descriptions of all allowances and contingencies noted in the estimate.

All cost estimates must be submitted on a DPMC-38 Project Cost Analysis form at each design phase of the project supported by the detailed construction cost estimate. The Project Manager will provide cost figures for those items which may be in addition to the CCE such as art

inclusion, CM services, etc. and must be included as part of the CWE. This cost analysis must be submitted for all projects regardless of the Construction Cost Estimate amount.

E. PROJECT COMMENCEMENT

A pre-design meeting shall be scheduled with the Consultant and the Project Team members at the commencement of the project to obtain and/or coordinate the following information:

1. Project Directory:

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

2. Site Access:

Develop procedures to access the project site and provide the names and phone numbers of approved escorts when needed. Obtain copies of special security and policy procedures that must be followed during all work conducted at the facility and include this information in Division 1 of the specification.

3. Project Coordination:

Review and become familiar with any current and/or future projects at the site that may impact the design, construction, and scheduling requirements of this project. Incorporate all appropriate information and coordination requirements in Division 1 of the specification.

4. Existing Documentation:

Copies of the following documents will be provided to each Consulting firm at the pre-proposal meeting to assist in the bidding process.

- **P1006-00: As-Built Drawings, 11/30/10, Birdsall Engineering Inc.**
- **P1098-00: Record Drawings, 10/29/14, Civil Dynamics, Inc.**

Review these documents and any additional information that may be provided at a later date such as reports, studies, surveys, equipment manuals, as-built drawings, etc. The State does not attest to the accuracy of the information provided and accepts no responsibility for the consequences of errors by the use of any information and material contained in the documentation provided. It shall be the responsibility of the Consultant to verify the contents and assume full responsibility for any determination or conclusion drawn from the material used. If the information provided is insufficient, the Consultant shall take the appropriate actions necessary to obtain the additional information required.

All original documentation shall be returned to the provider at the completion of the project.

5. Scope of Work:

Review the design and construction administration responsibilities and the submission requirements identified in this Scope of Work with the Project Team members. Items such as: contract deliverables, special sequencing or phased construction requirements, special hours for construction based on Client Agency programs or building occupancy, security needs, delivery dates of critical and long lead items, utility interruptions or shut down constraints for tie-ins, weather restrictions, and coordination with other project construction activities at the site shall be addressed.

This information and all general administrative information; including a narrative summary of the work for this project, *shall be included in Division 1* of the specification. The Consultant shall assure that there are no conflicts between the information contained in Division 1 of the specification and the DPMC General Conditions.

6. Project Schedule:

Review and update the project design and construction schedule with the Project Team members.

F. BUILDING & SITE INFORMATION

The following information shall be included in the project design documents.

1. Building Classification:

Provide the building Use Group Classification and Construction Type on the appropriate design drawing.

2. Building Block & Lot Number:

Provide the site Block and Lot Number on the appropriate design drawing.

3. Building Site Plan:

Only when the project scope involves site work, or when the design triggers code issues that require site information to show code compliance, shall a site plan be provided that is drawn in accordance with an accurate boundary line survey. The site plan shall include, but not be limited to, the following as may be applicable:

- The size and location of new and existing buildings and additions as well as other structures.
- The distance between buildings and structures and to lot lines.
- Established and new site grades and contours as well as building finished floor elevations.
- New and existing site utilities, site vehicular and pedestrian roads, walkways and parking areas.

4. Site Location Map:

Provide a site location map on the drawing cover sheet that identifies the vehicular travel routes from major roadways to the project construction site and the approved access roads to the Contractor's worksite staging area.

G. DESIGN MEETINGS & PRESENTATIONS

1. Design Meetings:

Conduct the appropriate number of review meetings with the Project Team members during each design phase of the project so they may determine if the project meets their requirements, question any aspect of the contract deliverables, and make changes where appropriate. The Consultant shall describe the philosophy and process used in the development of the design criteria and the various alternatives considered to meet the project objectives. Selected studies, sketches, cost estimates, schedules, and other relevant information shall be presented to support the design solutions proposed. Special considerations shall also be addressed such as: Contractor site access limitations, utility shutdowns and switchover coordination, phased construction and schedule requirements, security restrictions, available swing space, material and equipment delivery dates, etc.

It shall also be the responsibility of the Consultant to arrange and require all critical Sub-Consultants to be in attendance at the design review meetings.

Record the minutes of each design 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.

2. Design Presentations:

The minimum number of design presentations required for each phase of this project is identified below for reference:

Design Development Phase: One (1) oral presentation at phase completion.

Final Design Phase: One (1) oral presentation at phase completion.

H. CONSTRUCTION BID DOCUMENT SUBMITTAL

In addition to submitting construction bid documents as defined in Section XIV Contract Deliverables, Consultant shall submit both specifications and drawings on compact disk (CD) in *Adobe Portable Document Format (.pdf)*.

VIII. CONSULTANT CONSTRUCTION RESPONSIBILITIES

A. GENERAL CONSTRUCTION ADMINISTRATION OVERVIEW

This section of the Scope of Work is intended as a guide for the Consultant to understand their overall basic construction administration responsibilities for the project and does not attempt to identify each specific activity or deliverable required during this phase. The Consultant shall obtain that information from the current publication of the DPMC Procedures for Architects and Engineers Manual and any additional information provided during the Consultant Selection Process.

B. PRE-BID MEETING

The Consultant shall attend, chair, record and distribute minutes of the Contractor pre-bid meetings. When bidders ask questions that may affect the bid price of the project, the Consultant shall develop a Bulletin(s) to clarify the bid documents in the format described in the Procedures for Architects and Engineers Manual, Section 9.2 entitled "Bulletins." These Bulletins must be sent to DPMC at least seven (7) calendar days prior to the bid opening date. DPMC will then distribute the document to all bidders.

C. POST BID REVIEW MEETING, RECOMMENDATION FOR AWARD

The Consultant; in conjunction with the Project Manager, shall review the bid proposals submitted by the various Contractors to determine the low responsible bid for the project. The Consultant; in conjunction with the Project Manager and Project Team members, shall develop a post bid questionnaire based on the requirements below and schedule a post bid review meeting with the Contractor's representative to review the construction costs and schedule, staffing, and other pertinent information to ensure they understand the Scope of the Work and that their bid proposal is complete and inclusive of all requirements necessary to deliver the project in strict accordance with the plans and specifications.

1. Post Bid Review:

Review the project bid proposals including the alternates, unit prices, and allowances within seven (7) calendar days from the bid due date. Provide a bid tabulation matrix comparing all bids submitted and make a statement about the high, low, and average bids received. Include a comparison of the submitted bids to the approved current construction cost estimate. When applicable, provide an analysis with supporting data, detailing why the bids did not meet the construction cost estimate.

2. Review Meeting:

Arrange a meeting with the apparent low bid Contractor to discuss their bid proposal and other issues regarding the award of the contract. Remind the Contractor that this is a Lump Sum bid. Request the Contractor to confirm that their bid proposal does not contain errors. Review and confirm Alternate pricing and Unit pricing and document acceptance or rejection as appropriate.

Comment on all omissions, qualifications and unsolicited statements appearing in the proposals. Review any special circumstances of the project. Ensure the Contractor's signature appears on all post bid review documents.

3. Substitutions:

Inquire about any potential substitutions being contemplated by the Contractor and advise them of the State's guidelines for the approval of substitutions and the documentation required. Review the deadline and advise the Contractor that partial submissions are not acceptable. Submission after the deadline may be rejected by the State.

Equal substitutions that are proposed by the Contractor that are of lesser value must have a credit change order attached with the submittal (See Article 4.7.5 "Substitutions" of the General Conditions). The State has the right to reject the submission if there is no agreement on the proposed credit. Contractor will be responsible to submit a specified item.

4. Schedule:

Confirm that the Contractor is aware of the number of calendar days listed in the contract documents for the project duration and that the Contractor's bid includes compliance with the schedule duration and completion dates. Particular attention shall be given to special working conditions, long lead items and projected delivery dates, etc. Review project milestones (if applicable). This could give an indication of Contractor performance, but not allow a rejection of the bid.

Review the submittal timeframes per the Contract documents. Ask the Contractor to identify what products will take over twenty-eight (28) calendar days to deliver from the point of submittal approval.

If a CPM Schedule is required, review the provisions and have Contractor acknowledge the responsibility. Ask for the name of the CPM Scheduler and the “ballpark” costs.

5. Performance:

Investigate the past performance of Contractor by contacting Architects and owners (generally three of each) that were listed in their DPMC pre-qualification package and other references that may have been provided. Inquire how the Contractor performed with workmanship, schedule, project management, change orders, cooperation, paper work, etc.

6. Letter of Recommendation:

The Consultant shall prepare a Letter of Recommendation for contract award to the Contractor submitting the lowest responsible bid within three (3) calendar days from the post bid review meeting. The document shall contain the project title, DPMC project number, bid due date and expiration date of the proposal. It shall include a detailed narrative describing each post bid meeting agenda item identified above and a recommendation to award the contract to the apparent low bid Contractor based on the information obtained during that meeting. Describe any acceptance or rejection of Alternate pricing and Unit pricing.

Comment on any discussion with the Contractor that provides a sense of their understanding of the project and any special difficulties that they see, and how they might approach those problems.

Attach all minutes of the Post bid meeting and any other relevant correspondence with the Letter of Recommendation and submit them to the Project Manager.

7. Conformed Drawings:

The Consultant shall prepare and distribute two (2) sets of drawings stamped “Conformed Drawings” to the Project Manager that reflect all Bulletins and/or required changes, additions, and deletions to the pertinent drawings within fourteen (14) calendar days of the construction contract award date.

Any changes made in Bulletins, meeting minutes, post bid review requirements shall also be reflected in the specification.

D. DIRECTOR'S HEARING

The Consultant must attend any Director's hearing(s) if a Contractor submits a bid protest. The Consultant shall be present to interpret the intent of the design documents and answer any technical questions that may result from the meeting. In cases where the bid protest is upheld, the Consultant shall submit a new "Letter of Recommendation" for contract award. The hours required to attend the potential hearings and to document the findings shall be estimated by the Consultant and the costs will be included in the base bid of their fee proposal.

E. CONSTRUCTION JOB MEETINGS, SCHEDULES, LOGS

The Consultant shall conduct all of the construction job meetings, to be held bi-weekly for the duration of construction, in accordance with the procedures identified in the A/E manual and those listed below.

1. Meetings:

The Consultant and Sub-Consultant(s) shall attend the pre-construction meeting and all construction job meetings during the construction phase of the project. The Consultant shall chair the meeting, transcribe and distribute the job-meeting minutes for every job meeting to all attendees and to those persons specified to be on the distribution list by the Project Manager. The Agenda for the meeting shall include, but not be limited to the items identified in the Procedures for Architects and Engineers Manual, Section 10.3.1, entitled "Agenda."

Also, the Consultant is responsible for the preparation and distribution of minutes within three (3) calendar days of the meeting. The format to be used for the minutes shall comply with those identified in the "Procedures for Architects and Engineers Manual," Section 10.3.4, entitled, "Format of Minutes." All meeting minutes are to have an "action" column indicating the party that is responsible for the action indicated and a deadline to accomplish the assigned task. These tasks must be reviewed at each job progress meeting until it is completed and the completion date of each task shall be noted in the minutes of the meeting following the task completion.

2. Schedules:

The Consultant; with the input from the Client Agency Representative and Project Manager, shall review and recommend approval of the project construction schedule prepared by the Contractor. The schedule shall identify all necessary start and completion dates of construction, construction activities, submittal process activities, material deliveries and other milestones required to give a complete review of the project.

The Consultant shall record any schedule delays, the party responsible for the delay, the schedule activity affected, and the original and new date for reference.

The Consultant shall ensure that the Contractor provides a two (2) week “look ahead” construction schedule based upon the current monthly updated schedule as approved at the bi-weekly job meetings and that identifies the daily planned activities for that period. This Contractor requirement must also be included in Division 1 of the specification for reference.

3. Submittal Log:

Based on the Submittal Schedule in Division 1 of the specifications, the Consultant shall develop and implement a submittal log that includes all of the required project submittals as identified in the general conditions and technical specifications. The dates of submission shall be determined and approved by all affected parties during the pre-construction meeting.

Examples of the submissions to be reviewed and approved by the Consultant and Sub-Consultant (if required) include: project schedule, schedule of values, shop drawings, equipment and material catalog cuts, spec sheets, product data sheets, MSDS material safety data sheets, specification procedures, color charts, material samples, mock-ups, etc. The submittal review process must be conducted at each job progress meeting and shall include the Consultant, Sub-Consultant, Contractor, Project Manager, and designated representatives of the Client Agency.

The Consultant shall provide an updated submittal log at each job meeting that highlights the status of all required submissions.

F. CONSTRUCTION SITE ADMINISTRATION SERVICES

The Consultant and Sub-Consultant(s) shall provide construction site administration services during the duration of the project. The Consultant and Sub-Consultant(s) do not necessarily have to be on site concurrently if there are no critical activities taking place that require the Sub-Consultant’s participation.

The services required shall include, but not be limited to; field observations sufficient to verify the quality and progress of construction work, conformance and compliance with the contract documents, and to attend/chair meetings as may be required by the Project Manager to resolve special issues.

Consultant and Sub-Consultant(s) shall conduct weekly site inspection/field observation visits. Site inspection/field observation visits may be conducted in conjunction with regularly scheduled bi-weekly construction job meetings, depending on the progress of work, for weeks that construction job meetings are scheduled. The Consultant and their Sub-Consultant(s) shall submit a field observation report for each site inspection to the Project Manager within three (3) calendar days of the site visit. Also, they shall conduct inspections during major construction activities including, but not limited to the following examples: concrete pours, steel and truss installations, code inspections, final testing of systems, achievement of each major milestone

required on the construction schedule, and requests from the Project Manager. The assignment of a full time on-site Sub-Consultant does not relieve the Consultant of their site visit obligation.

The Consultant shall refer to Section XIV. Contract Deliverables of this Scope of Work subsection entitled "Construction Phase" to determine the extent of services and deliverables required during this phase of the project.

G. SUB-CONSULTANT PARTICIPATION

It is the responsibility of the Consultant to ensure that they have provided adequate hours and/or time allotted in their technical proposal so that their Sub-Consultants may participate in all appropriate phases and activities of this project or whenever requested by the Project Manager. This includes the pre-proposal site visit and the various design meetings and construction job meetings, site visits, and close-out activities described in this Scope of Work. Field observation reports and/or meeting minutes are required to be submitted to the Project Manager within three (3) calendar days of the site visit or meeting. All costs associated with such services shall be included in the base bid of the Consultant's fee proposal.

H. DRAWINGS

1. Shop Drawings:

Each Contractor shall review the specifications and determine the numbers and nature of each shop drawing submittal. Five (5) sets of the documents shall be submitted with reference made to the appropriate section of the specification. The Consultant shall review the Contractor's shop drawing submissions for conformity with the construction documents within seven (7) calendar days of receipt. The Consultant shall return each shop drawing submittal stamped with the appropriate action, i.e. "Approved", "Approved as Noted", "Approved as Noted Resubmit for Records", "Rejected", etc.

2. As-Built & Record Set Drawings:

The Contractor(s) shall keep the contract drawings up-to-date at all times during construction and upon completion of the project, submit their AS-BUILT drawings to the Consultant with the Contractor(s) certification as to the accuracy of the information prior to final payment. All AS-BUILT drawings submitted shall be entitled AS-BUILT above the title block and dated.

The Consultant shall review the Contractor(s)' AS-BUILT drawings at each job progress meeting to ensure that they are up-to-date. Any deficiencies shall be noted in the progress meeting minutes.

The Consultant shall acknowledge acceptance of the AS-BUILT drawings by signing a transmittal indicating they have reviewed them and that they reflect the AS-BUILT conditions as they exist.

Upon receipt of the AS-BUILT drawings from the Contractor(s), the Consultant shall obtain the original reproducible drawings from DPMC and transfer the AS-BUILT conditions to the original full sized signed reproducible drawings to reflect RECORD conditions within fourteen (14) calendar days of receipt of the AS-BUILT information.

The Consultant shall note the following statement on the original RECORD-SET drawings. "The AS-BUILT information added to this drawing(s) has been supplied by the Contractor(s). The Architect/Engineer does not assume the responsibility for its accuracy other than conformity with the design concept and general adequacy of the AS-BUILT information to the best of the Architect's/Engineer's knowledge."

Upon completion, The Consultant shall deliver the RECORD-SET original reproducible drawings to DPMC who will acknowledge their receipt in writing. This hard copy set of drawings and two (2) sets of current release AUTO CAD discs shall be submitted to DPMC. The discs shall contain all AS-BUILT drawings in both ".dwg" (native file format for AUTO CAD) and ".pdf" (*Adobe* portable document format) file formats.

I. CONSTRUCTION DEFICIENCY LIST

The Consultant shall prepare, maintain and continuously distribute an on-going deficiency list to the Contractor, Project Manager, and Client Agency Representative during the construction phase of the project. This list shall be separate correspondence from the field observation reports and shall not be considered as a punch list.

J. INSPECTIONS: SUBSTANTIAL & FINAL COMPLETION

The Consultant and their Sub-Consultant(s) accompanied by the Project Manager, Code Inspection Group, Client Agency Representative and Contractor shall conduct site inspections to determine the dates of substantial and final completion. The Project Manager will issue the only recognized official notice of substantial completion. The Consultant shall prepare and distribute the coordinated punch list, written warranties and other related DPMC forms and documents, supplied by the Contractor, to the Project Manager for review and certification of final contract acceptance.

If applicable, the punch list shall include a list of attic stock and spare parts.

K. CLOSE-OUT DOCUMENTS

The Consultant shall review all project close-out documents as submitted by the Contractors to ensure that they comply with the requirements listed in the "Procedure for Architects and Engineers' Manual." The Consultant shall forward the package to the Project Manager within fourteen (14) calendar days from the date the Certificate of Occupancy/Certificate of Approval is issued. The Consultant shall also submit a letter certifying that the project was completed in accordance with the contract documents, etc.

L. CLOSE-OUT ACTIVITY TIME

The Consultant shall provide all activities and deliverables associated with the "Close-Out Phase" of this project as part of their Lump Sum base bid. The Consultant and/or Sub-Consultant(s) may not use this time for additional job meetings or extended administrative services during the Construction Phase of the project.

M. TESTING, TRAINING, MANUALS AND ATTIC STOCK

The Consultant shall ensure that all equipment testing, training sessions and equipment manuals required for this project comply with the requirements identified below.

1. Testing:

All equipment and product testing conducted during the course of construction is the responsibility of the Contractor. However, the Consultant shall ensure the testing procedures comply with manufacturers recommendations. The Consultant shall review the final test reports and provide a written recommendation of the acceptance/rejection of the material, products or equipment tested within seven (7) calendar days of receipt of the report.

2. Training:

The Consultant shall include in the specification that the Contractor shall schedule and coordinate all equipment training with the Project Manager and Client Agency representatives. It shall state that the Contractor shall submit the Operation and Maintenance (O&M) manuals, training plan contents, and training durations to the Consultant, Project Manager and Client Agency Representative for review and approval prior to the training session.

The Consultant shall ensure that the training session is video recorded by the Contractor. A copy of the recording shall be transmitted to the Project Manager on compact disk who will forward the material to the Client Agency for future reference.

All costs associated with the training sessions shall be borne by the Contractor installing the equipment. A signed letter shall be prepared stating when the training was completed and must be accompanied with the training session sign-in sheet as part of the project close-out package.

3. Operation & Maintenance Manuals:

The Consultant shall coordinate and review the preparation and issuance of the equipment manuals provided by the Contractor(s) ensuring that they contain the operating procedures, maintenance procedures and frequency, cut sheets, parts lists, warranties, guarantees, and detailed drawings for all equipment installed at the facility.

A troubleshooting guide shall be included that lists problems that may arise, possible causes with solutions, and criteria for deciding when equipment shall be repaired and when it must be replaced.

Include a list of the manufacturer's recommended spare parts for all equipment being supplied for this project.

A list of names, addresses and telephone numbers of the Contractors involved in the installations and firms capable of performing services for each mechanical item shall be included. The content of the manuals shall be reviewed and approved by the Project Manager and Client Agency Representative.

The Consultant shall include in the specification that the Contractor must provide a minimum of ten (10) "throwaway" copies of the manual for use at the training seminar and seven (7) hardbound copies as part of the project close-out package.

4. Attic Stock:

The Consultant shall determine and recommend whether "attic stock" should be included for all aspects of the project. If required, the Consultant shall specify attic stock items to be included in the project.

Prior to project close-out, the Consultant must prepare a comprehensive listing of all items for delivery by the Contractor to the Owner and in accordance with the appropriate specification/plan section. Items shall include, but not be limited to: training sessions, O&M manuals, as-built drawings, itemized attic stock requirements, and manufacturer guarantees/warranties.

N. CHANGE ORDERS

The Consultant shall review and process all change orders in accordance with the contract documents and procedures described below.

1. Consultant:

The Consultant shall prepare a detailed request for Change Order including a detailed description of the change(s) along with appropriate drawings, specifications, and related documentation and submit the information to the Contractor for the change order request submission. This will require the use of the current DPMC 9b form.

2. Contractor:

The Contractor shall submit a DPMC 9b Change Order Request form to the Project Manager within seven (7) calendar days after receiving the Change Order from the Consultant. The document shall identify the changed work in a manner that will allow a clear understanding of the necessity for the change. Copies of the original design drawings, sketches, etc. and specification pages shall be highlighted to clarify and show entitlement to the Change Order.

Copies shall be provided of job minutes or correspondence with all relative information highlighted to show the origin of the Change Order. Supplementary drawings from the Consultant shall be included if applicable that indicate the manner to be used to complete the changed work. A detailed breakdown of all costs associated with the change, i.e. material, labor, equipment, overhead, Sub-Contractor work, profit and bond, and certification of increased bond shall be provided.

If the Change Order will impact the time of the project, the Contractor shall include a request for an extension of time. This request shall include a copy of the original approved project schedule and a proposed revised schedule that reflects the impact on the project completion date. Documentation to account for the added time requested shall be included to support entitlement of the request such as additional work, weather, other Contractors, etc. This documentation shall contain dates, weather data and all other relative information.

3. Recommendation for Approval:

The Consultant shall evaluate the reason for the change in work and provide a detailed written recommendation for approval or disapproval of the Change Order Request including backup documentation of costs in CSI format and all other considerations to substantiate that decision.

4. Code Review:

The Consultant shall determine if the Change Order request will require Code review and shall submit six (6) sets of signed and sealed modified drawings and specifications to the DPMC Plan & Code Review Unit for approval, if required. The Consultant must also determine and produce a permit amendment request if required.

5. Cost Estimate:

The Consultant shall provide a detailed cost estimate of the proposed Change Order Request, as submitted by the Contractor, in CSI format (latest edition) for all appropriate divisions and subdivisions using a recognized estimating formula. The estimate shall then be compared with that of the Contractor's estimate. If any line item in the Consultant's estimate is lower than the corresponding line item in the Contractor's estimate, the Consultant in conjunction with the Project Manager is to contact the Contractor by telephone and negotiate the cost differences. The Consultant shall document the negotiated agreement on the Change Order Request form. If the Contractor's total dollar value changes based on the negotiations, the Consultant shall identify the changes on the Change Order Request form accordingly.

When recommending approval or disapproval of the change order, the Consultant shall be required to prepare and process a Change Order package that contains at a minimum the following documents:

- DPMC 9b Change Order Request
- DPMC 10 Consultant's Evaluation of Contractor's Change Order Request
- Consultant's Independent Detailed Cost Estimate
- Notes of Negotiations

6. Time Extension:

When a Change Order Request is submitted with both cost and time factors, the Consultant's independent cost estimate is to take into consideration time factors associated with the changed work. The Consultant is to compare their time element with that of the Contractor's time request and if there is a significant difference, the Consultant in conjunction with the Project Manager is to contact the Contractor by telephone and negotiate the difference.

When a Change Order Request is submitted for time only, the Consultant is to do an independent evaluation of the time extension request using a recognized scheduling formula.

Requests for extension of contract time must be done in accordance with the General Conditions Article 10.1 "Changes in the Work".

7. Submission:

The Consultant shall complete all of the DPMC Change Order Request forms provided and submit a completed package to the Project Manager with all appropriate backup documentation within seven (7) calendar days from receipt of the Contractor's change order request. The Consultant shall resubmit the package at no cost to the State if the change order package contents are deemed insufficient by the Project Manager.

8. Meetings:

The Consultant shall attend and actively participate at all administrative hearings or settlement conferences as may be called by Project Manager in connection with such Change Orders and provide minutes of those meetings to the Project Manager for distribution.

9. Consultant Fee:

All costs associated with the potential Contractor Change Order Requests shall be anticipated by the Consultant and included in the base bid of their fee proposal.

If the Client Agency Representative requests a scope change; and it is approved by the Project Manager, the Consultant may be entitled to be reimbursed through an amendment and in accordance with the requirements stated in paragraph 10.01 of this Scope of Work.

IX. PERMITS & APPROVALS

A. NJ UNIFORM CONSTRUCTION CODE PERMIT

The project construction documents must comply with the latest adopted edition of the NJ Uniform Construction Code (NJUCC).

The latest NJUCC Adopted Codes and Standards can be found at:

<http://www.state.nj.us/dca/divisions/codes/codreg/>

The Consultant shall complete the NJUCC permit application and all applicable technical sub-code sections with all technical site data required. The Agent section of the application and certification section of the building sub-code section shall be signed. These documents shall be forwarded to the DPMC Project Manager.

The Consultant may obtain copies of all NJUCC permit applications at the following website:

<http://www.state.nj.us/dca/divisions/codes/forms/>

All other required project permits shall be obtained and paid for by the Consultant in accordance with the procedures described in Paragraph IX.B.

1. Prior Approval Certification Letters:

The issuance of a construction permit for this project may be contingent upon acquiring various "prior approvals" as defined by N.J.A.C. 5:23-1.4. It is the Consultant's responsibility to

determine which prior approvals, if any, are required. The Consultant shall submit a general certification letter to the DPMC Plan & Code Review Unit Manager during the Permit Phase of this project that certifies all required prior approvals have been obtained.

In addition to the general certification letter discussed above, the following specific prior approval certification letters, where applicable, shall be submitted by the Consultant to the DPMC Plan & Code Review Unit Manager: Soil Erosion & Sediment Control, Water & Sewer Treatment Works Approval, Coastal Areas Facilities Review, Compliance of Underground Storage Tank Systems with N.J.A.C. 7:14B, Pinelands Commission, Highlands Council, Well Construction and Maintenance; Sealing of Abandoned Wells with N.J.A.C. 7:9D, Certification that all utilities have been disconnected from structures to be demolished, Board of Health Approval for Potable Water Wells, Health Department Approval for Septic Systems. It shall be noted that in accordance with N.J.A.C. 5:23-2.15(a)5, a permit cannot be issued until the letter(s) of certification is received.

2. Multi-building or Multi-site Permits:

A project that involves many buildings and/or sites requires that a separate permit shall be issued for each building or site. The Consultant must determine the construction cost estimate for *each* building and/or site location and submit that amount where indicated on the permit application.

3. Special Inspections:

In accordance with the requirements of the New Jersey Uniform Construction Code N.J.A.C. 5:23-2.20(b), Bulletin 03-5 and Chapter 17 of the International Building Code, the Consultant shall be responsible for the coordination of all special inspections during the construction phase of the project.

Bulletin 03-5 can be found at:

http://www.state.nj.us/dca/divisions/codes/publications/pdf_bulletins/b_03_5.pdf

a. Definition:

Special inspections are defined as an independent verification by a certified Special Inspector for **Class I buildings and smoke control systems in any class building**. The special inspector is to be independent from the Contractor and responsible to the Consultant so that there is no possible conflict of interest.

Special inspectors shall be certified in accordance with the requirements in the New Jersey Uniform Construction Code.

b. Responsibilities:

The Consultant shall submit with the permit application, a list of special inspections and the agencies or special inspectors that will be responsible to carry out the inspections required for the project. The list shall be a separate document, on letter head, signed and sealed.

B. OTHER REGULATORY AGENCY PERMITS, CERTIFICATES AND APPROVALS

The Consultant shall identify and obtain all other State Regulatory Agency permits, certificates, and approvals that will govern and affect the work described in this Scope of Work. An itemized list of these permits, certificates, and approvals shall be included with the Consultant's Technical Proposal and the total amount of the application fees should be entered in the Fee Proposal line item entitled, "**Permit Fee Allowance.**"

The Consultant may refer to the Division of Property Management and Construction "Procedures for Architects and Engineers Manual", Section 6.4.8, which presents a compendium of State permits, certificates, and approvals that may be required for this project.

The Consultant shall determine the appropriate phase of the project to submit the permit application(s) in order to meet the approved project milestone dates.

Where reference to an established industry standard is made, it shall be understood to mean the most recent edition of the standard unless otherwise noted. If an industry standard is found to be revoked, or should the standard have undergone substantial change or revision from the time that the Scope of Work was developed, the Consultant shall comply with the most recent edition of the standard.

C. STATE INSURANCE APPROVAL

The Consultant shall respond in writing to the FM Global Insurance Underwriter plan review comments through the DPMC Plan & Code Review Unit Manager as applicable. The Consultant shall review all the comments and, with agreement of the Project Team, modify the documents while adhering to the project's SOW requirements, State code requirements, schedule, budget, and Consultant fee.

D. PUBLIC EMPLOYEES OCCUPATIONAL SAFETY & HEALTH PROGRAM

A paragraph shall be included in the design documents, if applicable to this project that states: The Contractor shall comply with all the requirements stipulated in the Public Employees Occupational Safety & Health Program (PEOSHA) document, paragraph 12:100-13.5 entitled

“Air quality during renovation and remodeling”. The Contractor shall submit a plan demonstrating the measures to be utilized to confine the dust, debris, and air contaminants in the renovation or construction area of the project site to the Project Team prior to the start of construction.

The link to the document is:

<http://www.nj.gov/health/workplacehealthandsafety/peosh/peosh-health-standards/iaq.shtml>

E. PERMIT MEETINGS

The Consultant shall attend and chair all meetings with Permitting Agencies necessary to explain and obtain the required permits.

F. MANDATORY NOTIFICATIONS

The Consultant shall include language in Division 1 of the specification that states the Contractor shall assure compliance with the New Jersey “One Call” Program (1-800-272-1000) if any excavation is to occur at the project site.

The One Call Program is known as the “New Jersey Underground Facility Protection Act”, refer to N.J.A.C. 14:2.

G. CONSULTANT FEE

The Consultant shall determine the efforts required to complete and submit all permit applications, obtain and prepare supporting documentation, attend meetings, etc., and include the total cost in the base bid of their fee proposal under the “Permit Phase”.

X. GENERAL REQUIREMENTS

A. SCOPE CHANGES

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

B. ERRORS AND OMISSIONS

The errors and omissions clause and the corresponding sections of the “Procedures for Architects and Engineers Manual” are eliminated. All claims for errors and omissions will be pursued by the State on an individual basis. The State will review each error or omission with the Consultant and determine the actual amount of damages, if any, resulting from each negligent act, error or omission.

C. ENERGY INCENTIVE PROGRAM

The Consultant shall review the programs described on the “New Jersey’s Clean Energy Program” website at: <http://www.njcleanenergy.com> to determine if any proposed upgrades to the mechanical and/or electrical equipment and systems for this project qualify for “New Jersey Clean Energy Program” rebates and incentives such as SmartStart, Pay4Performance, Direct Install or any other incentives.

The Consultant shall be responsible to complete the appropriate registration forms and applications, provide any applicable worksheets, manufacturer’s specification sheets, calculations, attend meetings, and participate in all activities with designated representatives of the programs and utility companies to obtain the entitled financial incentives and rebates for this project. All costs associated with this work shall be estimated by the Consultant and the amount included in the base bid of their fee proposal.

XI. ALLOWANCES

A. PERMIT FEE ALLOWANCE

The Consultant shall obtain and pay for all of the project permits in accordance with the guidelines identified below.

1. Permits:

The Consultant shall determine the various permits, certificates, and approvals required to complete this project.

2. Permit Costs:

The Consultant shall estimate the application fee costs for all of the required project permits, certificates, and approvals (excluding the NJ Uniform Construction Code permit) and include that amount in their fee proposal line item entitled “**Permit Fee Allowance**”, refer to Paragraph IX.A. A breakdown of each permit and application fee shall be attached to the fee proposal for reference.

PROJECT NAME: Dock Replacement
PROJECT LOCATION: Liberty State Park
PROJECT NO: P1179-00
DATE: 9/4/18

NOTE: The NJ Uniform Construction Code permit is excluded since it will be paid for by the Contractor.

3. Applications:

The Consultant shall complete and submit all permit applications to the appropriate permitting authorities and the costs shall be paid from the Consultant's permit fee allowance. A copy of the application(s) and the original permit(s) obtained by the Consultant shall be given to the DPMC Project Manager for distribution during construction.

4. Consultant Fee:

The Consultant shall determine what is required to complete and submit the permit applications, obtain supporting documentation, attend meetings, etc., and include the total cost in the base bid of their fee proposal under the "Permit Phase" column.

Any funds remaining in the permit allowance will be returned to the State at the close of the project.

XII. SUBMITTAL REQUIREMENTS

A. CONTRACT DELIVERABLES

All submissions shall include the Contract Deliverables identified in Section XIV of this Scope of Work and described in the DPMC Procedures for Architects and Engineers Manual.

B. CATALOG CUTS

The Consultant shall provide catalog cuts as required by the DPMC Plan & Code Review Unit during the design document review submissions. Examples of catalog cuts include, but are not limited to: mechanical equipment, hardware devices, plumbing fixtures, fire suppression and alarm components, specialized building materials, electrical devices, etc.

C. PROJECT DOCUMENT BOOKLET

The Consultant shall submit all of the required Contract Deliverables to the Project Manager at the completion of each phase of the project. All reports, meeting minutes, plan review comments, project schedule, cost estimate in CSI format (2004 Edition), correspondence, calculations, and other appropriate items identified on the Submission Checklist form provided in the A/E Manual shall be presented in an 8½" x 11" bound "booklet" format.

D. DESIGN DOCUMENT CHANGES

Any corrections, additions, or omissions made to the submitted drawings and specifications at the Permit Phase of the project must be submitted to DPMC Plan & Code Review Unit as a complete document. Corrected pages or drawings may not be submitted separately unless the Consultant inserts the changed page or drawing in the original documents. No Addendums or Bulletins will be accepted as a substitution to the original specification page or drawing.

E. SINGLE-PRIME CONTRACT

All references to “separate contracts” in the Procedures for Architects and Engineers Manual, Chapter 8, shall be deleted since this project will be advertised as a “Single Bid” (Lump Sum All Trades) contract. The single prime Contractor will be responsible for all work identified in the drawings and specifications.

The drawings shall have the required prefix designations and the specification sections shall have the color codes as specified for each trade in the DPMC Procedure for Architects and Engineers Manual.

The Consultant must still develop the Construction Cost Estimate (CCE) for each trade and the amount shall be included on the DPMC-38 Project Cost Analysis form where indicated. This document shall be submitted at each design phase of the project and updated immediately prior to the advertisement to bid.

PROJECT NAME: Dock Replacement
PROJECT LOCATION: Liberty State Park
PROJECT NO: P1179-00
DATE: 9/4/18

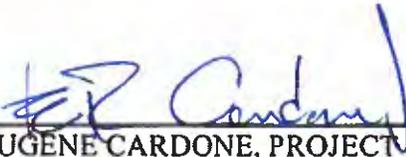
XIII. SOW SIGNATURE APPROVAL SHEET

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:  9-4-18
GREGORY SYMC AK, PROJECT MANAGER DATE
DPMC PROJECT PLANNING & INITIATION

SOW APPROVED BY:  9/5/18
DONALD DELUCA, PROJECT MANAGER DATE
CLIENT AGENCY REPRESENTATIVE

SOW APPROVED BY:  9/6/18
EUGENE CARDONE, PROJECT DESIGN MANAGER DATE
DPMC PROJECT MANAGEMENT GROUP

SOW APPROVED BY:  9/7/18
RICHARD FLODMAND, DEPUTY DIRECTOR DATE
DIV PROPERTY MGT & CONSTRUCTION
BY WAYNE J. MARZORELLI
ASSISTANT DEPUTY DIRECTOR / ACTING CONTROLLER
OFFICE, DPMC

XIV. CONTRACT DELIVERABLES

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

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

DESIGN DEVELOPMENT PHASE: 50% Complete Design Documents (Minimum)

- 7.1 Project Schedule (Update Bar Chart Schedule)**
- 7.2 Meetings & Minutes (Minutes within seven (7) calendar days of meeting)**
- 7.3 Correspondence**
- 7.4 Submission Requirements**
 - 7.4.1 A/E Statement of Site Visit, As-Built Drawing Verification (if available)
 - 7.4.2 Space Analysis & Program Requirements (if changed from Schematic Phase)
 - 7.4.3 Special Features Description: communications, security, fire protection, special structural features, etc.
 - 7.4.4 Site Evaluation
 - 7.4.5 Borings, Surveys, and Soils Analysis (provided with plan submission)
 - 7.4.7 Design Rendering/Sketches
 - 7.4.8 Regulatory Agency Approvals (See Section 6.4.8 for listing)
 - 7.4.10 Drawings: 6 sets
 - Cover Sheet (See A/E Manual for format)
 - Site Plan
 - Site Utility Plan
 - Floor Plans
 - Elevations
 - Sections/Details
 - Structural Drawings, Seismic Design Load Criteria

- 7.4.11 Specifications: 6 sets (See A/E Manual for format, include Division 1 and edit to describe the administrative and general requirements of the project)
- 7.4.12 Current Working Estimate in CSI Format & Cost Analysis 38 Form
- 7.4.13 Bar Chart of Design and Construction Schedule
- 7.4.14 Oral Presentation of Submission to Project Team
- 7.4.15 SOW Compliance Statement
- 7.4.16 This Submission Checklist (See A/E Manual, Figure 6.4.16 for format)
- 7.4.17 Deliverables Submission in Booklet Form: 7 sets

7.5 Approval

- 7.5.1 Respond to Submission Comments

7.6 Submission Forms

- Figure 7.4.12 Current Working Estimate/Cost Analysis
- Figure 7.4.16 Submission Checklist

FINAL DESIGN PHASE 100% Complete Construction Documents

This Final Design Phase may require more than one submission based on the technical quality and code conformance of the design documents.

8.1 Schedule (Update Bar Chart Schedule)

8.2 Meeting & Minutes (Minutes within seven (7) calendar days of meeting)

8.3 Correspondence

8.4 Submission Requirements

- 8.4.1 A/E Statement of Site Visit
- 8.4.2 Space Analysis
- 8.4.3 Special Features Description, Communication/Security/Fire/Smoke/Exhaust)
- 8.4.4 Site Evaluation
- 8.4.5 Borings, Surveys, Soils Analysis (provided with plan submission)
- 8.4.7 Framed Rendering and Photographs
- 8.4.8 Regulatory Agency Approvals (Include itemized list specific to this project)
- 8.4.10 Drawings: 6 sets
- 8.4.11 Specifications: 6 sets
- 8.4.12 Current Working Estimate in CSI Format & Cost Analysis 38 Form
- 8.4.13 Bar Chart of Design and Construction Schedule
- 8.4.14 Oral Presentation of this Submission to Project Team

- 8.4.15 Plan Review/SOW Compliance Statement
- 8.4.16 This Submission Checklist
- 8.4.17 Deliverables Submission in Booklet Form: 7 sets

8.5 Approvals

- 8.5.1 Respond to Submission Comments

PERMIT APPLICATION PHASE

This Permit Application Phase should not include any additional design issues. Design documents shall be 100% complete at the Final Design Phase.

8.6 Permit Application Submission Requirements

- 8.6.1 - 8.6.7: If all of the deliverables of these sections have been previously submitted to DPMC and approved there are no further deliverables due at this time
- 8.6.8 Regulatory Agency Approvals
 - (a) UCC Permit Application & Technical Sub-codes completed by A/E
- 8.6.9 Utility Availability Confirmation
- 8.6.10 Signed and Sealed Drawings: 6 sets
- 8.6.11 Signed and Sealed Specifications: 6 sets
- 8.6.12 Current Working Estimate/Cost Analysis
- 8.6.13 Bar Chart Schedule
- 8.6.14 Project Presentation (N/A this Project)
- 8.6.15 Plan Review/SOW Compliance Statement
- 8.6.16 Submission Checklist

8.7 Approvals

8.8 Submission Forms

- Figure 8.4.12 Current Working Estimate/Cost Analysis
- Figure 8.4.16 Submission Checklist (Final Review Phase)
- Figure 8.6.12-b Bid Proposal Form (Form DPMC -3)
- Figure 8.6.12-c Notice of Advertising (Form DPMC -31)
- Figure 8.6.16 Submission Checklist (Permit Phase)
- Figure 8.7 Bid Clearance Form (Form DPMC -601)

BIDDING AND CONTRACT AWARD

9.0 Bidding Phase Requirements

- 9.01 Original Drawings signed & sealed by A/E and drawings on compact disk (CD) in *Adobe Portable Document Format (.pdf)*
- 9.02 One Unbound Specification Color Coded per A/E Manual Section 8.4.11 and specifications on compact disk (CD) in *Adobe Portable Document Format (.pdf)*
- 9.03 Bid Documents Checklist
- 9.04 Bid Proposal Form
- 9.05 Notice for Advertising

9.1 Chair Pre-Bid Conference/Mandatory Site Visit

9.2 Prepare Bulletins

9.3 Attend Bid Opening

9.4 Recommendation for Contract Award

- 9.4.1 Prepare Letter of Recommendation for Award & Cost Analysis

9.5 Attend Pre-Construction Meeting

9.6 Submission Checklist

9.7 Submission Forms

- Figure 9.4.1 Cost Analysis
- Figure 9.6 Submission Checklist

CONSTRUCTION PHASE

10.1 Site Construction Administration

10.2 Pre-Construction Meeting

10.3 Construction Job Meetings

- 10.3.1 Agenda: Schedule and Chair Construction Job Meetings
- 10.3.2 Minutes: Prepare and Distribute Minutes within 5 working days of meeting
- 10.3.3 Schedules; Approve Contractors' Schedule & Update
- 10.3.4 Minutes Format: Prepare Job Meeting Minutes in approved format, figure 10.3.4-a

10.4 Correspondence

10.5 Prepare and Deliver Conformed Drawings

10.7 Approve Contractors Invoicing and Payment Process

10.8 Approve Contractors 12/13 Form for Subs, Samples and Materials

10.10 Approve Test Reports

10.11 Approve Shop Drawings

10.12 Construction Progress Schedule

10.12.1 Construction Progress Schedule

10.12.2 CPM Consultant

10.13 Review & Recommend or Reject Change Orders

10.13.1 Scope Changes

10.13.2 Construction Change Orders

10.13.3 Field Changes

10.14 Construction Photographs

10.15 Submit Field Observation Reports

10.16 Submission Forms

Figure 10.3.4-a Job Meeting Format of Minutes

Figure 10.3.4-b Field Report

Figure 10.6 DPMC Insurance Form-24

Figure 10.6-a Unit Schedule Breakdown

Figure 10.6-b Monthly Estimate for Payment to Contractor DPMC 11-2

Figure 10.6-c Monthly Estimate for Payment to Contractor DPMC 11-2A

Figure 10.6-d Invoice DPMC 11

Figure 10.6-e Prime Contractor Summary of Stored Materials DPMC 11-3

Figure 10.6-f Agreement & Bill of Sale certificate for Stored Materials DPMC 3A

Figure 10.7-a Approval Form for Subs, Samples & Materials DPMC 12

Figure 10.7-b Request for Change Order DPMC 9b

Figure 10.9 Transmittal Form DPMC 13

Figure 10.10 Submission Checklist

PROJECT CLOSE-OUT PHASE

- 11.1 Responsibilities: Plan, Schedule and Execute Close-Out Activities**
- 11.2 Commencement: Initiate Close-Out w/DPMC 20A Project Close-Out Form**
- 11.3 Develop Punch List & Inspection Reports**
- 11.4 Verify Correction of Punch List Items**
- 11.5 Determination of Substantial Completion**
- 11.6 Ensure Issuance of “Temporary Certificate of Occupancy or Approval”**
- 11.7 Initiation of Final Contract Acceptance Process**
- 11.8 Submission of Close-Out Documentation**
 - 11.8.1 As-Built & Record Set Drawings, 3 sets AUTOCAD Discs Delivered to DPMC
 - 11.8.2 (a) Maintenance and Operating manuals, Warranties, etc.: 7 sets each
 - (b) Guarantees
 - (c) Testing and Balancing Reports
 - (d) Boiler Inspection Certificates
 - (e) Elevator Inspection Report
 - (f) Shop Drawings
 - (g) Letter of Contract Performance
 - 11.8.3 Final Cost Analysis-Insurance Transfer DPMC 25
 - 11.8.4 This Submission Checklist
- 11.9 Final Payment**
 - 11.9.1 Contractors Final Payment
 - 11.9.2 A/E Invoice and Close-Out Forms for Final Payment
- 11.10 Final Performance Evaluation of the A/E and the Contractors**
- 11.11 Ensure Issuance of a “Certificate of Occupancy or Approval”**
- 11.12 Submission Forms**
 - Figure 11.2 Project Close-Out Documentation List DPMC 20A
 - Figure 11.3-a Certificate of Substantial Completion DPMC 20D
 - Figure 11.3-b Final Acceptance of Consultant Contract DPMC 20C
 - Figure 11.5 Request for Contract Transition Close-Out DPMC 20X
 - Figure 11.7 Final Contract Acceptance Form DPMC 20

PROJECT NAME: Dock Replacement
PROJECT LOCATION: Liberty State Park
PROJECT NO: P1179-00
DATE: 9/4/18

Figure 11.8.3-a Final Cost Analysis
Figure 11.8.3-b Insurance Transfer Form DPMC 25
Figure 11.8.4 Submission Checklist

XV.EXHIBITS

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

END OF SCOPE OF WORK

February 7, 1997
Rev.: January 29, 2002

Responsible Group Code Table

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

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

EXHIBIT 'A'

Activity ID	Description	Rspn	Weeks													
<PROJ>																
Design																
CV3001	Schedule/Conduct Pre-design/Project Kick-Off Mtg.	CM														
CV3020	Prepare Program Phase Submittal	AE														
CV3021	Distribute Program Submittal for Review	CM														
CV3027	Prepare & Submit Project Cost Analysis (DPMC-38)	CM														
CV3022	Review & Approve Program Submittal	CA														
CV3023	Review & Approve Program Submittal	PR														
CV3024	Review & Approve Program Submittal	CM														
CV3025	Consolidate & Return Program Submittal Comments	CM														
CV3030	Prepare Schematic Phase Submittal	AE														
CV3031	Distribute Schematic Submittal for Review	CM														
CV3037	Prepare & Submit Project Cost Analysis (DPMC-38)	CM														
CV3032	Review & Approve Schematic Submittal	CA														
CV3033	Review & Approve Schematic Submittal	PR														
CV3034	Review & Approve Schematic Submittal	CM														
CV3035	Consolidate & Return Schematic Submittal Comment	CM														
CV3040	Prepare Design Development Phase Submittal	AE														
CV3041	Distribute D. D. Submittal for Review	CM														
CV3047	Prepare & Submit Project Cost Analysis (DPMC-38)	CM														
CV3042	Review & Approve Design Development Submittal	CA														
CV3043	Review & Approve Design Development Submittal	PR														
CV3044	Review & Approve Design Development Submittal	CM														
CV3045	Consolidate & Return D.D. Submittal Comments	CM														
CV3050	Prepare Final Design Phase Submittal	AE														
CV3051	Distribute Final Design Submittal for Review	CM														
CV3052	Review & Approve Final Design Submittal	CA														
CV3053	Review & Approve Final Design Submittal	PR														
CV3054	Review Final Design Submittal for Constructability	OCS														
NOTE: Refer to section "IV Project Schedule" of the Scope of Work for contract phase durations. © Primavera Systems, Inc.			DBCA - TEST		Sheet 1 of 3		Bureau of Design & Construction Services Routine Project						Exhibit "A"			

Activity ID	Description	Rspn	Weeks																				
CV3055	Review & Approve Final Design Submittal	CM																					
CV3056	Consolidate & Return Final Design Comments	CM																					
CV3060	Prepare & Submit Permit Application Documents	AE																					
CV3068	Prepare & Submit Bidding Cost Analysis (DPMC-38)	CM																					
Plan Review-Permit Acquisition																							
CV4001	Review Constr. Documents & Secure UCC Permit	PR																					
CV4010	Provide Funding for Construction Contracts	CA																					
CV4020	Secure Bid Clearance	CM																					
Advertise-Bid-Award																							
CV5001	Advertise Project & Bid Construction Contracts	CP																					
CV5010	Open Construction Bids	CP																					
CV5011	Evaluate Bids & Prep. Recommendation for Award	CM																					
CV5012	Evaluate Bids & Prep. Recommendation for Award	AE																					
CV5014	Complete Recommendation for Award	CP																					
CV5020	Award Construction Contracts/Issue NTP	CP																					
Construction																							
CV6000	Project Construction Start/Issue NTP	CM																					
CV6001	Contract Start/Contract Work (25%) Complete	CON																					
CV6002	Preconstruction Meeting	CM																					
CV6003	Begin Preconstruction Submittals	CON																					
CV6004	Longest Lead Procurement Item Ordered	CON																					
CV6005	Lead Time for Longest Lead Procurement Item	CON																					
CV6006	Prepare & Submit Shop Drawings	CON																					
CV6007	Complete Construction Submittals	CON																					
CV6011	Roughing Work Start	CON																					
CV6012	Perform Roughing Work	CON																					
CV6010	Contract Work (50%+) Complete	CON																					
CV6013	Longest Lead Procurement Item Delivered	CON																					
CV6020	Contract Work (75%) Complete	CON																					
NOTE: Refer to section "IV Project Schedule" of the Scope of Work for contract phase durations. © Primavera Systems, Inc.		DBCA - TEST Bureau of Design & Construction Services Routine Project	Sheet 2 of 3 Exhibit "A"																				

bing maps

200 Morris Pesin Dr, Jersey City, NJ 07305

Location: 40.6953856044641, -74.0605606090101

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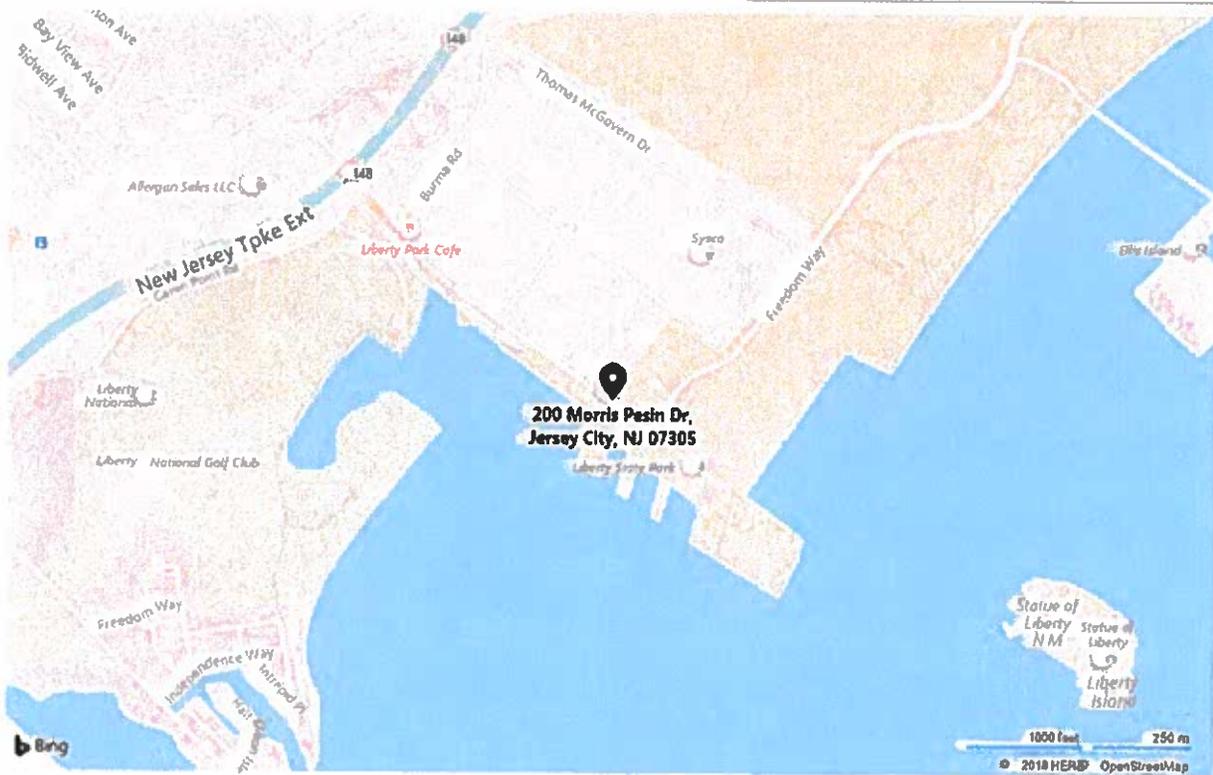


EXHIBIT 'B'

PROJECT SITE LOCATION

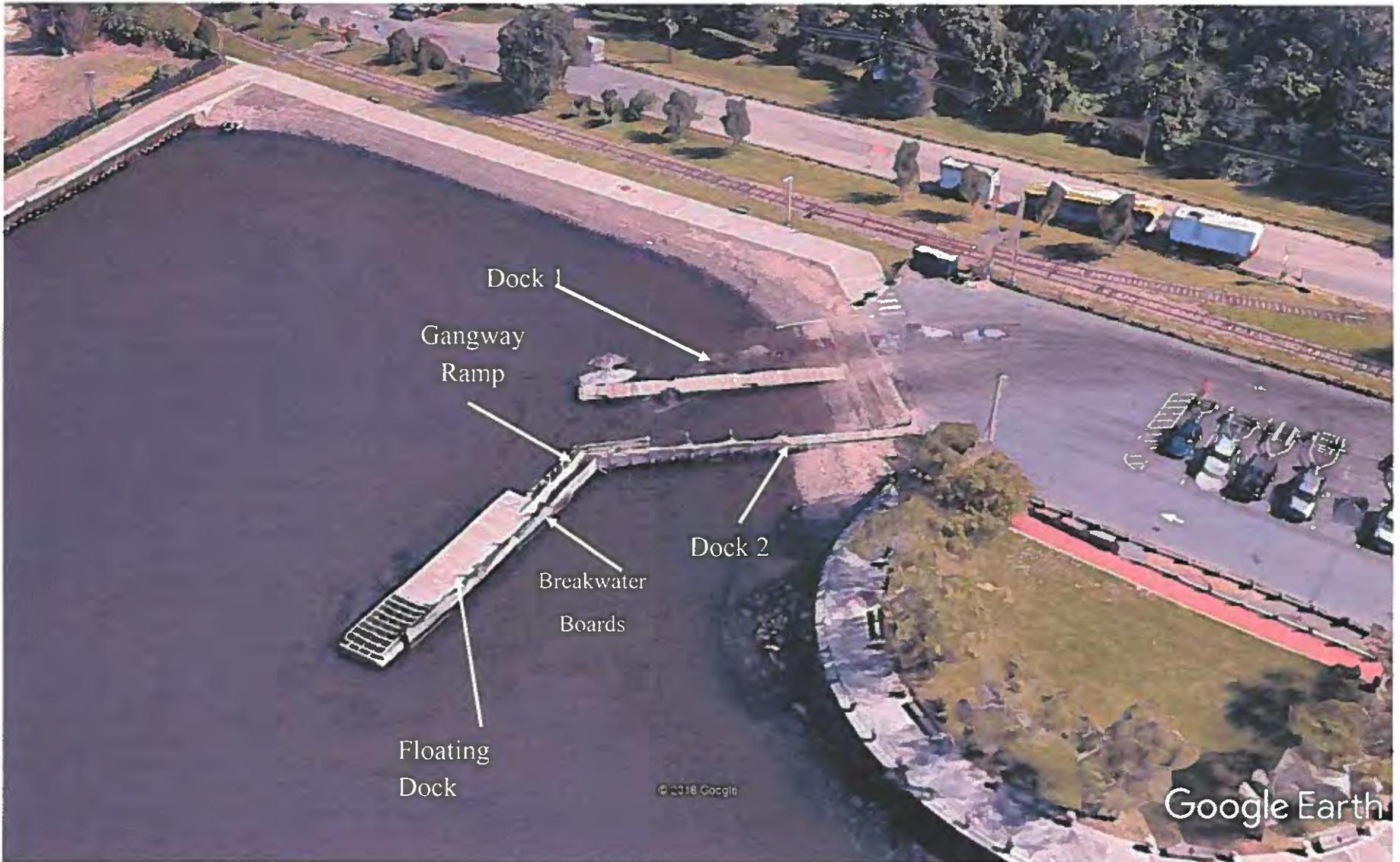


EXHIBIT 'C'
SOUTHERN BOAT RAMP DOCKS



EXHIBIT 'D'
SOUTHERN BOAT RAMP DOCK 2



EXHIBIT 'D'

FLOATING DOCK / GANGWAY RAMP



EXHIBIT 'D'
PILES & BREAKWATER BOARDS



EXHIBIT 'D'

DOCK 2

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

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

TABLE OF CONTENTS

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

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

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

and the Consultant, as noted in the Notice of Award for Project: **P1179-00**
Dock Replacement
Liberty State Park
Jersey City, Hudson County, NJ

The Owner and the Consultant agree as set forth below:

A. CONSULTANT'S RESPONSIBILITIES

A.1 GENERAL

- A.1.1 The Consultant shall become fully familiar with the contractual obligations of all entities doing work for the project and all relevant project documentation.
- A.1.2 The Consultant shall be responsible for satisfying all of the obligations described in this AGREEMENT, even if such obligations are not addressed in the Consultant's proposal(s). This AGREEMENT establishes the minimum obligations of the Consultant which obligations may be supplemented by the Consultant in its proposal(s). If the services promised in the Consultant's proposal(s) exceed those described in the articles of this AGREEMENT, then the Consultant shall be responsible for satisfying additional obligations described in its proposal(s).
- A.1.3 The consultant shall comply with all requirements in the Procedures for Architects and Engineers, Second Edition, or subsequent editions. These requirements are in addition to those in this AGREEMENT.
- A.1.4 The Consultant services consist of those services performed by the Consultant, the Consultant's employees, the Consultant's sub-consultants and contractors. The Consultant shall utilize the key staff members identified in its Technical Proposal. The Consultant shall notify the Owner in advance of any proposed change in its key staff members identified in its proposal. The Consultant shall submit to the Owner for approval the name and qualifications of the proposed replacement with equal or superior qualifications at no additional cost to the Owner. No change shall take effect unless the Owner approves the change in writing. The Owner may also determine, in the Owner's sole discretion, to terminate the Project, and/or to terminate the Consultant AGREEMENT, and/or claim all damages against the Consultant resulting from the Project termination or from the Consultant AGREEMENT termination.
- A.1.5 All claims against the Consultant for Errors and Omissions will be pursued by the Owner to secure remuneration during the close-out phase of the project.
- A.1.6 The errors and omissions curve and the corresponding sections of the "Procedures for Architects and Engineers Manual" are eliminated. All claims for errors and omissions will be pursued by the State on an individual basis. The State will review each error or omission with the Consultant and determine the actual amount of damages, if any, resulting from each negligent act, error or omission.
- A.1.7 Any changes to this AGREEMENT must be made in writing in the form of an approved Amendment. The Amendment must be approved by the Owner's Contracting Officer.

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

A.2 DESIGN PHASE

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

A.3 CONSTRUCTION ADMINISTRATION PHASE

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

- A.3.3 At all times the Consultant shall have access to the work to determine if it is proceeding in accordance with the Contract documents. However, neither the Consultant nor its sub-consultants shall have control over or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work; these are solely the Construction Contractor's obligations under the contracts for construction. The Consultant shall not be responsible for Construction Contractor's schedules or failure to carry out the work in accordance with the contract documents. Except as otherwise provided in this AGREEMENT, the Consultant shall not have control over or charge of acts and omissions of the contractor's, construction subcontractors, or their agents or employees, or any other persons performing the work.
- A.3.4 Based on the Consultant's observations and evaluations of the construction contractor's Applications for Payment, the Consultant shall certify the amounts due to the construction contractor's.
- The Consultant's certification of payment shall constitute a representation to the Owner, based on the Consultant's observations at the site as provided above, and the data contained in the construction contractor's Applications for Payment, that the construction contractor's work on the project has progressed to the point indicated and the quality of the construction work is generally in accordance with the contract documents. The former representations are subject to an evaluation of the construction work for conformance with the contract documents upon substantial completion, to results of subsequent tests prior to completion and specific qualifications expressed by the Consultant. The issuance of Certificate of Payment shall further constitute a representation that the construction contractor's subcontractors for the project are entitled to payment in the amount certified. Issuance of Certificates of Payments are not a representation that the Consultant has (1) made continuous and exhaustive inspections to check the quality or quantity of work, (2) reviewed the construction contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from construction contractor's subcontractors and material suppliers and other data requested by the Owner to substantiate construction contractor's right to payment or (4) ascertained how and for what purpose the construction contractor's has used money previously paid on account of contract sum. These are the construction contractor's responsibilities under the contracts for construction.
- A.3.5 Within ten (10) working days of the date that it receives a change order request from the Owner, the Consultant shall evaluate and make specific written recommendations, including verification of costs, on all contractor change orders that relate to the execution and progress of the work and on all matters or questions related thereto and, upon notification, shall attend and actively participate at administrative hearings or settlement conferences in connection with such change orders. If the nature of the work described in the change order is complex, the Owner representative may grant the Consultant additional time, if requested in writing by the Consultant, to evaluate the change order.
- A.3.6 The Consultant shall have the authority to reject construction work on the project that does not conform to the contract documents. In such cases the Consultant will advise the Owner of the rejection. Whenever the Consultant considers it necessary or advisable for implementation of the intent of the contract documents, the Consultant will have the authority to require additional inspection or testing of the work in accordance with the contract documents, whether or not such work is fabricated, installed or completed. However, neither the authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall create a duty or responsibility of or by the Consultant to the construction contractor's construction subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the construction work on the project.
- A.3.7 The Consultant shall review and approve or take other appropriate action upon the construction contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in

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

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

B. OWNER'S RIGHTS AND RESPONSIBILITIES

B.1 OWNER'S RIGHTS

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

B.2 OWNER'S RESPONSIBILITIES

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

C. CONTRACT DOCUMENTS

- C.1 The following items identify the contract documents comprising the AGREEMENT.
1. AGREEMENT BETWEEN THE STATE OF NEW JERSEY AND THE CONSULTANT
 2. GENERAL CONDITIONS TO THE CONSULTANT AGREEMENT DATED MAY 2016.
 3. REQUEST FOR PROPOSAL DATED **TBD** INCLUDING:
 - 3.1 SCOPE OF WORK
 - 3.2 CONSULTANT PROPOSAL PACKAGE
 4. PROCEDURES FOR ARCHITECTS AND ENGINEERS, CURRENT EDITION
 5. CONSULTANT'S TECHNICAL PROPOSAL
 6. CONSULTANT'S FEE PROPOSAL
 7. NOTICE OF AWARD/NOTICE TO PROCEED LETTER

D. PROFESSIONAL LIABILITY INSURANCE

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

E. CONSTRUCTION COST

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

F. CONSULTANT COMPENSATION

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

END OF AGREEMENT

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

**GENERAL CONDITIONS
TO THE
CONSULTANT AGREEMENT**

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1. ANTI-COLLUSION CLAUSE

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

2. CONFLICT OF INTEREST

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

3. OFFER OF GRATUITIES

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

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

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

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

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

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

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

4. CONFLICT OF TERMS

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

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

5. NON-DISCRIMINATION

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

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

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

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

CONSTRUCTION CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. TIME OF COMPLETION

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

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

7. FEES AND INVOICING

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

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

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

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

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

8. NJ PROMPT PAYMENT ACT

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

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

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

8.3 Interest

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

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

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

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

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

9. WITHHOLDING PAYMENT FOR NON-DELIVERY OF DELIVERABLES

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

10. DELAY

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

11. CONSULTANT'S CLAIMS FOR DAMAGES

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

11A. MUTUAL RESPONSIBILITY OF CONSULTANT, CONTRACTORS

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

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

12. LIMITATIONS OF LIABILITY

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

13. DISPUTES

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

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

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

14. INDEMNIFICATION

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

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

15. TERMINATION FOR CONVENIENCE OF THE OWNER

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

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

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

16 TERMINATION FOR CAUSE

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

17 SUSPENSION

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

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

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

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

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

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

18. OWNER'S RIGHT TO CARRY OUT THE WORK

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

19. NEW JERSEY PREVAILING WAGE ACT

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

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

20. PUBLIC ANNOUNCEMENTS

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

21. PATENTS

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

22. OWNERSHIP OF DOCUMENTS

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

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

23. COPYRIGHTS

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

24. RIGHT TO AUDIT

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

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

25. PROCEDURAL REQUIREMENTS AND AMENDMENTS

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

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

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

26. SECURITY AND STATE REGULATIONS

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

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

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

27. INSURANCE REQUIREMENTS

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

a. COMPREHENSIVE GENERAL LIABILITY

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

b. COMPREHENSIVE AUTOMOBILE LIABILITY

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

c. WORKERS' COMPENSATION

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

d. **PROFESSIONAL LIABILITY INSURANCE**

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

28. SUB-CONSULTANTS

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

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

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

29. SUB-CONTRACTORS

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

30. ASSIGNMENT

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

31. COMPLIANCE WITH LAW

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

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

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

32. SET-OFF FOR STATE TAX

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

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

33. COMPLETE AGREEMENT CLAUSE

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

34. SEVERABILITY CLAUSE

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

35. HAZARDOUS MATERIALS

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

36. THIRD PARTIES

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

37. FINAL ACCEPTANCE

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