REQUEST FOR PROPOSALS

PROFESSIONAL ENGINEERING SERVICES FOR CONSTRUCTION SUPPORT ASSOCIATED WITH THE IMPROVEMENTS TO INTERSECTION AT SR 34 AND CR 537, AND RECONSTRUCTION OF BRIDGE 1308-152 ON SR 34 AND BRIDGE 1300-A18 ON CR 537 OVER MINE BROOK IN THE TOWNSHIP OF COLTS NECK, MONMOUTH COUNTY, NEW JERSEY
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APPENDIX (upon request via CD format or Proposer FTP site)
- Construction Plans (not final)
- Construction Specifications (not final)
- NJDOT Environmental Compliance Evaluation /CED
- ROW ER
- Monmouth County Division of Engineering Federal Aid Program Projects Policies and Procedures Handbook
COUNTY OF MONMOUTH
STATE OF NEW JERSEY

NOTICE OF REQUEST FOR PROPOSALS
(RFP # P-76-2016)

Notice is hereby given that the County of Monmouth is requesting proposals be submitted by interested Consultants to provide professional engineering services for construction support associated with the Improvements to Intersection at SR 34 and CR 537, and Reconstruction of Bridge 1308-152 on SR 34 and Bridge 1300-A18 on CR 537 over Mine Brook in the Township of Colts Neck, Monmouth County, New Jersey.

Proposals for the project must be submitted in a sealed package and must include the following:

- Completed “Bid/Proposal Checklist”, furnished in the project’s RFP;
- Consultant’s qualifications;
- Seven (7) (one original and six copies) of the Technical Proposal based on the project’s RFP; and
- One (1) separately sealed envelope containing seven (7) (one original and six copies) of the cost proposal, identifying as such, and bearing the project name and the name and address of the Respondent.

Proposal packages shall bear the project name, and the name and address of the Respondent on the outside and must be addressed to the Purchasing Agent of the Division of Purchasing, County of Monmouth, SPECIAL SERVICES COMPLEX, 2ND FLOOR, 300 HALLS MILL ROAD, FREEHOLD, NEW JERSEY 07728 by no later than 10:30 a.m., prevailing time, on Thursday, January 19, 2017 at which time the Technical Proposals will be opened and read.

Interested Consultants which consider themselves qualified for the anticipated work should have expertise in the areas of design, construction, construction inspection and contract administration of roadway and bridge projects, and the administrative requirements of Federal Aid Projects. Responses to this “Notice of RFP” will be rated based on the following criteria: Qualifications/Experience of Firm in Similar Work, Qualifications/Experience/Ability of Key Personnel, Understanding of Scope of Work and Project Needs, Technical Approach, Experience of Firm in Monmouth County/NJDOT/FHWA Procedures, and Presentation of Proposal.

Interested Consultants are invited to download the “Request for Proposals” at [http://www.visitmonmouth.com](http://www.visitmonmouth.com) and contact the Office of the Monmouth County Engineer, (732) 431-7760 with questions. Interested Consultants are informed that this is a Federally funded project. The contract, if awarded, is subject to all pertinent federal, state and local laws, rules and regulations.

Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.2, et seq., and as such, Consultants are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of a language in the New Jersey’s Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.2 et seq. and 19:44A-20.25 et seq., will not adversely affect your consideration for award. Respondents to this “Notice of RFP” are also required to comply with N.J.S.A. 10:5-31, et seq. (N.J.A.C. 17:27) (Equal Employment Opportunity), N.J.S.A. 52:32-44, et seq. (New Jersey Business Registration).

The right is reserved to reject any or all proposals if it is deemed to be in the best interest of the County of Monmouth.
PROJECT DESCRIPTION

The interested Consultant firm(s) shall provide the County of Monmouth with professional engineering construction support services (CSS) intended to supplement the construction contract administration and inspection services necessary for the Improvements to Intersection at SR 34 and CR 537, and Reconstruction of Bridge 1308-152 on SR 34 and Bridge 1300-A18 on CR 537 over Mine Brook in the Township of Colts Neck, Monmouth County, New Jersey; State Job No. 6709302 and Federal Project NHP-0034(300).

A Professional Engineering Services contract for the construction contract administration and inspection services (Construction Engineering Services or CES) necessary for the Improvements to Intersection at SR 34 and CR 537, and Reconstruction of Bridge 1308-152 on SR 34 and Bridge 1300-A18 on CR 537 over Mine Brook in the Township of Colts Neck has not been awarded at this time.

The anticipated duration of the construction contract is 835 calendar days from the date of the fully executed construction contract. The construction completion date will be determined as per the construction contract documents. A construction schedule is to be provided by the successful bidder on the construction contract, and a pre-construction meeting coordinated by the CES Consultant will be held as part of the scope of services for the construction contract administration and inspection contract (or RE Contract).

The conduct of work and project documentation shall adhere to all applicable regulations and requirements of the New Jersey Department of Transportation (NJDOT) and Federal Highway Administration (FHWA). Consultants are informed that all work, including project administration, inspection, testing, reporting and documentation procedures, must adhere to FHWA and NJDOT regulations and requirements.

The intent of this project is to improve the intersection of State Route 34 (SR 34) and County Road 537 (CR 537) as well as reconstruct Bridge 1308-152 on SR 34 and Bridge 1300-A18 on CR 537. The work to be performed under this Contract consists of widening SR 34 to accommodate an exclusive left turn lane, two through lanes, an exclusive right turning lane and two receiving lanes along both approaches to the intersection with CR 537. In addition, CR 537 will be widened to accommodate an exclusive left turn lane, a through lane, a shared through/right lane and two receiving lanes along both approaches to the intersection. The improvements include but are not limited to:

- Replacement of Structure No. 1308-152 with a precast concrete 3-sided culvert;
- Replacement of Structure No. 1300-A18 with a precast concrete 3-sided culvert;
- Concrete sidewalks on both sides of Structure No. 1308-152 and one side of Structure No. 1300-A18;
- Installation of 2 new retaining walls & Demolition of existing concrete retaining wall;
- New roadway & curb, sidewalk, driveway aprons and bicycle compatible lanes;
- New roadway drainage system improvements;
- Relocation of the existing utility poles and overhead utility lines (by utility companies);
- Relocation of the existing underground utility lines (by utility companies);
- Installation of a new 4 pole traffic signal system to replace existing;
- New signing and striping;
- New Infiltration-based retention basins;
- Landscaping treatments.
In addition, the work includes the coordination with Verizon and New Jersey Natural Gas for the removal and relocation of their facilities under CR537 and SR34. The existing unground service lines also run along the bridge fascia to cross the Creek and will be relocated by Verizon and Gas Company during construction of the new structure and demolition of the existing bridge. Traffic will be maintained by staging construction on County Route 537 and SR34 for all existing traffic at all times, as necessary to complete this project. Bridge reconstruction will be performed in 2 stages to maintain traffic and utilities. Architectural enhancements for the bridges and retaining walls will include form liner & color concrete. Specifics regarding the above are provided in the Contract documents. The work also includes other incidental and necessary work shown on the Construction documents and as further described herein.

All work must be complete within 835 calendar days in accordance with subsection 108.10 of the Special Provisions.

To assist the Consultants become familiar with the project, an Appendix containing the following PDF items are available upon request, via a CD, or can be uploaded to the Consultant’s FTP site:

- Construction Plans (Please note that plans are not final, and may be subject to revisions)
- Construction Specifications (Specifications also are not final, and may be subject to revisions)
- Project Design Calculations
- ROW ER
- CED
- Monmouth County Division of Engineering Federal Aid Program Projects Policies and Procedures Handbook *

* Monmouth County reserves the right to implement the two documents “Monmouth County Division of Engineering Federal Aid Program Projects Policies and Procedures Handbook” and “Guidance for Locally Administered Projects Funded through the NJDOT/MPO Program Funds Exchange” as appropriate and as requested by the funding agencies.

Interested Consultant(s) should contact the Monmouth County Project Engineer, Fred Passeggio at (732)431-7760 x6690 or via email at Fred.passeggio@co.monmouth.nj.us.

Consultants which consider themselves well qualified for the anticipated work should have specialized expertise in the FHWA and NJDOT regulations and requirements for construction projects, successfully managing and completing construction projects with FHWA and NJDOT design, shop/work drawing review and construction support for the replacement of bridges & retaining walls; new signal, roadway construction, and drainage improvements.
SCOPE OF WORK

The Scope of Work (SOW) for this RFP is intended to provide the County of Monmouth with Construction Support Services (CSS) to assure successful completion the Improvements to Intersection at SR 34 and CR 537, and Reconstruction of Bridge 1308-152 on SR 34 and Bridge 1300-A18 on CR 537 over Mine Brook in the Township of Colts Neck, Monmouth County, New Jersey; State Job No. 6709302 and Federal Project NHP-0034(300), acceptance of the project by NJDOT, and project close out with NJDOT.

Contract administration, inspection, resident engineering, and testing work (Resident Engineering or RE) for this project will be performed under a separate contract.

Respondents to this RFP are reminded that all federal and state regulations and requirements, including 23 CFR, apply to this construction project as well as the conditions of the CED, ERs, and environmental regulatory approval and permit documents.

Respondents to this RFP for CSS must acknowledge that Monmouth County has not retained the services of the Consultant engineering firm to perform contract administration, inspection, resident engineering and testing services. Respondents to this RFP will be required to perform shop and working drawing reviews, evaluate and prepare responses to requests for information (RFI), and attend meetings as required regarding the design presented on the Contract Plans.

The Scope of Work shall include, but not be limited to, the tasks listed below. It will be the Consultant’s responsibility to familiarize itself with the overall construction project, review the available information, and to identify and justify any additional tasks that will be required beyond those described in the SOW contained herein. Additional tasks beyond that described in this SOW, but which the Consultant believes are necessary to complete this project, must be approved prior to the acceptance of the Consultant’s final proposal.

Potential Respondents to this RFP are advised that the proposed work involves

1. **Shop Drawing /Working Drawing Review**

   Shop drawings, working drawings will be checked for conformance with the contract plans and specifications. During construction the Consultant shall review, check and approve when satisfactory, shop and working drawings and supporting design calculations, necessary for fabrication of the design presented on the contract plans.

   The Consultant shall track all submittals/re-submittals and status of all reviews.

   The RE Consultant shall maintain a log and a copy of all shop and/or working drawings and supporting design calculations, necessary for variation of fabrication and construction, as shown.
2. **Design Support**

   a. The Consultant will address with Monmouth County and RE Consultant, any Contractor requests or interpretations of the meaning and intent of the drawings and specifications and assist in the resolution of questions which may arise.

   b. The Consultant will review written RFI(s) received from the Contractor and respond with a written interpretation of the contract documents to Monmouth County/RE within three (3) days of receipt of the written RFI. The RE shall maintain a log and file of all RFIs and verify construction conformance.

   c. Maintain insurance and indemnify and save harmless the County of Monmouth, its officers, agents and employees from and against all claims, suits, actions, damages, losses, demands and costs of every name and description resulting from or claimed to result from any negligent act, error or omission of our firm and/or subcontractor(s) in the performance of services or resulting from the non-performance of the covenants and specifications of this Proposal, including supplements thereto, and such indemnity shall not be limited by reason of insurance coverage, as further described herein.

   d. Maintain a complete set of timesheets, records and accounts to identify eligible salaries, fringe benefits, leave, and non-salary direct expenses incurred in support of the Project, as well as all material records and certifications.

3. **Meetings**

   Attend meetings as necessary and provide meeting summaries when requested by Monmouth County within three (3) business days. Meetings may consist of, but not limited to, the following:

   a. **Pre-Construction meeting.** Participate in the project Pre Construction meeting. The Consultant will ensure that all items regarding CSS requiring follow up meetings and/or resolutions are addressed in a timely manner to ensure construction schedule is maintained.

   b. **Project Progress meetings**

   c. Attend other meetings such as FHWA and/or NJDOT audits, field inspections, etc. as they arise.

4. **Testing**

   Testing is NOT part of this RFP. Materials testing is to be performed as part of the RE contract and shall provide services to coordinate, perform, and/or review laboratory and test reports, in accordance with the 2007 NJDOT Standard Specification and project Special Provisions for the duration of the project.

**STAFFING PLAN**

In order to provide the level of expertise necessary to perform these support services, Respondents to this RFP will be required to provide personnel in the various disciplines associated with this project. As a minimum, Respondents will provide resumes for designated lead personnel in the areas of structural bridge/wall design (minimum of 20 years’ experience), civil/roadway/traffic design (minimum 15 years’ experience), geotechnical engineering and other technical staff, as necessary, to accomplish the work described in the RFP. All staff must have substantial experience in bridge and highway construction work performed under state and federal regulations, must have worked on a construction project with
federal and state oversight within the last two years, and must be familiar with the documentation and reimbursement requirements. The Project Manager shall be a Professional Engineer licensed in the State of New Jersey and shall make periodic site inspections as required.

If selected, the project staff identified in the Consultant’s response to this RFP may not be substituted without a written request for the change and approval from Monmouth County. Consultant’s request for team member change must include a justification and qualifications and resume of the recommended new staff. Monmouth County reserves the right, at its discretion, to request a team member change.

**COMPENSATION**

**THE COST PROPOSAL SHALL BE SEALED AND BE SEPARATE FROM TECHNICAL PROPOSAL**

This project requires that Consultant contracts be compliant with 48 CFR 31 – Contract Cost Principles under the Federal Acquisition Regulations (FAR). This project has NJDOT oversight, and to ensure the Consultant contract is compliant with FAR cost principles, only NJDOT approved overhead rates will be used. Consultants that do not have approved NJDOT overhead rates must be approved in accordance with NJDOT Procurement policies and procedures. The NJDOT approved overhead rate will be used for the purpose of estimating, negotiating, and making payment on the contract.

Allowable costs include those directly associated with the specific contract as well as overhead costs, also known as their indirect cost rate. The method of payment for this project will be Cost plus fixed fee which reimburses the Consultant for its direct labor cost, NJDOT approved overhead, and allowable direct expenses in addition to a negotiated amount as a fixed fee. The project cost and work hour proposal for the project, on a per task basis, will be utilized to establish an overall contract fee ceiling. The actual fee per task may vary from the estimated fee, however, the total contract fee ceiling amount will not be exceeded. The estimated cost and work hour per task will be utilized towards the project status and invoice review.

The Project Cost and Work Hour Proposal Form (see sample) shall specify the Maximum Direct Hourly Wage Rate for each title classification and ASCE grade level for the project. The Project Cost and Work Hour Proposal Form will indicate the “estimated” number of man-hours and the project not to exceed Maximum Direct Hourly Wage Rate for each title classification and ASCE grade level which will be used to establish the estimated cost per task and the overall contract fee ceiling. However, billing and compensation will be based on the actual number of man-hours expended per task per billing period and the actual hourly direct labor rate for each Consultant staff performing the task. Direct hourly wage rate shall not exceed the Maximum Direct Hourly Wage Rate per title classification and/or ASCE grade in the Project Cost and Work Hour Proposal through the project duration.

Periodic payments will be made during the course of work, based on progress reports submitted by the Consultant and reviewed by the Monmouth County Engineer. Invoices and progress reports shall be prepared in accordance with the approved Monmouth County format which will be provided at the project kick-off meeting. The progress report shall include actual project tasks and their related percentage of the overall project, as contained in the original Consultant’s proposal.

Payment will only be made after the work is completed and found to be satisfactory for its intended use per submission. Payment will be made upon approval of vouchers submitted in accordance with the requirements of Monmouth County’s Professional Service Agreement and subject to federal cost
principles.

Notwithstanding, this provision (or any other terms of this contract), Monmouth County reserves the right to issue an immediate stop work order notice to the Consultant upon receipt of the same from the state and/or federal authorities. No payment for work, expenses or costs after the date of the stop work order notice will be paid by Monmouth County (including non-cancelable costs) unless Monmouth County receives the same from the state and/or federal cost principles.

The County of Monmouth is not liable for any cost incurred by Proposer in the preparation of proposals or for any work performed prior to the approval of an executed contract.

As a condition of engagement by Monmouth County, the Consultant will be required to execute a Professional Services Agreement with Monmouth County. A sample of this agreement is included in this package.

**PERFORMANCE EVALUATION**

At 50% mark, and after project completion, the Consultant’s performance will be evaluated generally based on Schedule, Quality and Project Management.

**PERMISSION TO PUBLISH AND/OR PUBLICIZE FINDINGS**

Prior to written acceptance of the final report by Monmouth County, the Consultant shall not publish or otherwise publicize any information relating to the project or its findings without written permission from Monmouth County. Permission will not be unreasonably withheld. Written requests for such permission should include an abstract, or outline in the case of oral presentation. A copy of the final text of the presentation should also be submitted.

The Consultant will refer all inquiries from news organizations to Monmouth County. The Consultant will release no information unless specifically directed by Monmouth County.
## Proposal Evaluation Form

**RFP#: P-76-2016**

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**POINT LEGEND:**

1  POOR
2  FAIR
3  SATISFACTORY
4  GOOD
5  EXCELLENT

EVALUATED BY: ________________________________

AGENCY: ________________________________

DATE: ________________
**SAMPLE: Cost & Work Hour Estimate**

**RFP #: P-76-2016**

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**Notes:**

1. Maximum Direct Hourly Wage Rate is used to establish Total Project Not To Exceed Ceiling & establishes Not To Exceed Direct Hourly Rate per Title / ASCE grade for the project duration.
   A certified payroll schedule listings of consultant & subconsultant(s) staff with their Title / ASCE grade and direct hourly wage rate will be required as of the contract award date.
SAMPLE

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
COUNTY AND CONSULTANT
(RFP # P-76-2016)

For the following Project:

I. The COUNTY and the CONSULTANT agree as set forth below:

   1. The CONSULTANT shall provide professional services for the Project as set forth in the
      CONSULTANT’s Proposal dated _____ and the COUNTY’s Request for Proposals (P-____-
      20__) and the Resolution entitled “____”, for compensation not to exceed $_____.
      The Proposal and the Request for Proposals are incorporated herein by reference. Fees
      for additional work over the $______ provided for in this Agreement will be authorized
      only upon the approval of the Monmouth County Board of Chosen Freeholders prior to
      the additional services being performed.

   2. The CONSULTANT shall provide on CD-ROM in Adobe Acrobat or other format
      identified by the COUNTY, at the COUNTY’s direction, various project related reports,
      studies, and other documentation which may be utilized to solicit Professional
      Qualifications or Proposals for other phases of the Project. Reports, studies and other
      documentation may include, but not be limited to: Conceptual Studies, Feasibility
      Reports, Environmental Studies, Traffic Studies, Corridor Studies, sketches, drawings,
      maps and plans.

   3. The CONSULTANT warrants that all engineering services shall be performed or
      approved by an engineer licensed by the New Jersey Board of Professional Engineers and
      Land Surveyors to practice in the State of New Jersey.

      The CONSULTANT warrants that all field survey services shall be performed or
      approved by a surveyor licensed by the New Jersey Board of Professional Engineers and
      Land Surveyors to practice in the State of New Jersey.

   4. If the CONSULTANT is required by the Professional Service Corporation Act (N.J.S.A.
      14A: 17-1 et seq.) to be authorized by the New Jersey Board of Professional Engineers
      and Land Surveyors to provide engineering and/or land surveying services, the
      CONSULTANT hereby warrants that it is currently so authorized and that it will retain
      its authorization by the New Jersey Board of Professional Engineers and Land Surveyors
      until completion of all work under this Agreement.

   5. To the extent that it is not inconsistent with the terms of this Agreement, the Request for
      Proposals for this Project, RFP # P-____-20___, and the CONSULTANT's proposal of date
      here is made a part of this Agreement as if set forth herein. Notwithstanding the above,
      however, all payment and compensation provisions of the proposal are superseded by the
      terms of this Agreement, whether or not there is conflict or inconsistency between such
      provisions and such terms.
II. COMPENSATION  This is a Cost Plus Fixed Fee Agreement.

The COUNTY shall compensate the CONSULTANT for allowable direct and indirect costs incurred, together with a Fixed Fee, up to a maximum not-to-exceed Project ceiling amount of Total proposal amount for satisfactorily performing the work. In addition to this limitation on total compensation, the limitations set forth below on specific categories of costs shall also apply. The CONSULTANT agrees that all funds are subject to appropriations and the availability of funds.

Properly drawn payment vouchers will be honored if the Fixed Fee amounts for the CONSULTANT and subconsultant(s) are correct and the total costs are within the Project not-to-exceed ceiling or as amended with Freeholder Resolution of Additional Work modification(s). Invoices will not be rejected if cumulative costs exceed various line item budgets such as direct labor, direct expenses, overhead, or individual sub-consultant ceilings. Billings in excess of estimated line item budget and/or individual subconsultant ceilings will be considered for payment with CONSULTANT explanation/justification and reallocation of the budget within the maximum not-to-exceed Project ceiling amount, or reduced to the current budget ceiling amount allowed. Monthly payment vouchers must detail actual costs versus budgeted for each of those contract line items. Progress reports must also accompany the monthly payment vouchers.

This Agreement does not create for the CONSULTANT the right to provide any services other than those specifically authorized in Part IV.1.A. The COUNTY reserves the right to authorize additional work with approval of the Monmouth County Board of Chosen Freeholders, perform any Extra Work services needed to complete the project with its own forces, or to contract with other parties for performance of said services.

1. Allowable Costs for Project Work

   A. Allowable direct costs are those costs incurred by the CONSULTANT solely for the Project work and services set forth in subparagraph C(i) and in subparagraph D(i) below and not identified as unallowable. Allowable indirect costs are those costs (i.e., payroll burden, general overhead and administrative costs) of the CONSULTANT set forth in subparagraph C(ii) below which are not identified solely with one agreement, but are rather, companywide or attributable to more than one agreement of the CONSULTANT, and are not identified as unallowable. Costs incurred in preparing proposals for this Agreement and modifications, if any, shall be treated as allowable indirect costs.

   B. Unallowable costs are those costs identified in the Agreement as unallowable or nonreimbursable; costs identified as unallowable or nonreimbursable by New Jersey Department of Transportation policies and practices pertinent to agreement compensation; and costs identified as unallowable or nonreimbursable in FAR (Federal Acquisition Regulations Subpart 31.2 - Contracts with Commercial Organizations (48 C.F.R. 31.201 et. seq.).

   If costs are identified as unallowable or nonreimbursable in any one of the categories specified in the previous sentence, they shall be considered unallowable costs.
C. The COUNTY shall reimburse the CONSULTANT upon receipt of properly drawn monthly invoices for those portions of its allowable direct labor and indirect costs incurred for Project work, up to a maximum total reimbursement of allowable costs of $salaries + overhead amount.

The COUNTY shall reimburse the CONSULTANT for the following allowable direct labor and indirect costs:

i. As allowable direct costs, wages earned by partners and principals while performing technical work on the Project and the actual wages paid to employees for work on the Project. A Certified Payroll Schedule shall be submitted with the first invoice and shall list all employees of the CONSULTANT and subconsultant(s) separately, who will perform technical functions on the project, stating their names, titles, ASCE grades, and direct hourly wage rates as of the awarded date posted on the COUNTY website. The CONSULTANT shall provide an additional certified payroll when a cost proposal is required for Additional or Extra Work and when employee(s) direct hourly wage rates change. The COUNTY may request special documentation of any wage rate or individual job function at any time it deems necessary during the Agreement duration. No individual shall be shown on any invoice unless his or her function and title have been approved by the COUNTY and wage rates have been documented in the Project’s then current Certified Payroll Schedule. Direct hourly wage rate shall not exceed the “Maximum Direct Hourly Wage Rate” per title and/or ASCE grade as proposed in the CONSULTANT’s cost proposal through the Agreement duration or from the date of Additional or Extra Work modification as appropriate.

Upon notice to the CONSULTANT, the CONSULTANT and each subconsultant will be required to provide monthly employment and wage data to the New Jersey Department of Transportation (NJDOT) via a web based application and on line electronic Form CC-257R, “Monthly Employment Utilization Report”. All consultants and subconsultants must file employment and wage data reports no later than 10 calendar days following the end of the reporting month. All employment and wage data must be verified as correct and accurate in corroboration with the certified payroll records. Consultants are responsible for insuring that their subconsultants comply with these reporting requirements. Failure to provide the requested employment and wage data may impact your current Pre-Qualification contract rating with the New Jersey Department of Transportation.

ii. As allowable indirect costs, NJDOT approved overhead rate of ___% shall be used by the CONSULTANT for the duration of this Agreement. Further, each subconsultant shall use the NJDOT approved overhead rate at the time of award for the duration of this Agreement.

D. The COUNTY shall reimburse the CONSULTANT as allowable direct non-salary costs, costs incurred for the following itemize expenses which are directly chargeable to the Project, and not normally provided as part of overhead, up to an
amount not to exceed **direct expense amount**.

i. Use of non-consultant owned vehicles at a mileage rate approved by the COUNTY which will be at the actual company reimbursement rate allowed or at the mileage rate limitation noted in the current Federal Travel Regulation, whichever is lesser, exclusive of commutation. The current Federal Travel Regulation mileage limitations are at [http://www.gsa.gov/mileage](http://www.gsa.gov/mileage).

ii. Expendable materials and equipment rental as approved by the COUNTY.

iii. Vendor invoiced prints, reproductions, renderings, and acquisition of documents.

iv. Provision of all regular and special equipment, tools, labor, and all else necessary to perform any task or inspection, including, but not limited to, sampling, testing and traffic control.

v. Subcontracted work as approved by the COUNTY.

E. If, during the duration of this Agreement, the CONSULTANT determines the costs to be incurred in any of the cost categories set forth in Part II.1.C.i. and ii. or Part II.1.D.i. will be less than the category limitations contained therein, the CONSULTANT may ask the COUNTY to transfer the excess monies to one of the other categories to cover the cost of additional work or anticipated overages within the scope of the Agreement or a previously executed extra work Consultant Agreement Modification. The CONSULTANT must provide the COUNTY with a complete written justification for the transfer and gain approval from the COUNTY before performing the proposed additional work or before incurring costs in excess of a category limitation.

2. **Fixed Fee**

The COUNTY shall pay the CONSULTANT a Fixed Fee of **fixed fee amount** for performance of Project work in a satisfactory manner. The COUNTY shall pay as invoices are approved, a percentage of the Fixed Fee, which percentage shall be equal to the percentage of the Project completed during the period covered by the invoice as shown on the CONSULTANT's monthly progress report.

3. **Payment for Additional Work Costs and Related Fixed Fee**

If the COUNTY orders a change in the work which constitutes Additional Work, the COUNTY shall pay the CONSULTANT for Additional Work costs in accordance with allowable costs incurred, as defined, and in a manner set forth, in paragraph 1. above. Additional Work is defined as work performed by the CONSULTANT outside of the scope or limits of Project work (as expanded by a Freeholder Resolution) but connected with the Project, and/or work necessitated by the revision of approved completed work, and/or work designated as Additional or Extra Work in this Agreement. In addition to payment of additional costs, the COUNTY shall pay a negotiated Fixed Fee for Additional Work. The Fixed Fee shall be treated in the manner set forth in paragraph 2.
Allowable costs and Fixed Fee for Additional Work shall be established by Monmouth County Freeholder Resolution and shall be in addition to the limitations established in paragraphs 1. and 2. above for the Agreement. They shall be invoiced as new tasks from the Agreement work and other Additional or Extra Work.

The CONSULTANT shall perform no Additional or Extra Work without having received prior written notice from the COUNTY authorizing such work.

4. Payment of Subconsultant(s)

All payments for work, Additional Work and Extra Work subcontracted by the CONSULTANT, if any, shall be made to the CONSULTANT upon properly submitted invoices. All work performed by subconsultant(s) on the Project shall be treated as being performed by the CONSULTANT. The CONSULTANT shall remain responsible for satisfactory performance of all work.

The reimbursement limitations set forth in paragraphs 1. and 2. above include the compensation to be paid the CONSULTANT for work performed by subconsultant(s) as CONSULTANT’s allowable direct non-salary cost.

The CONSULTANT may be paid either its costs plus a fixed fee or a fixed price for work performed by each subconsultant. If the CONSULTANT is paid on a cost plus fixed fee basis for work performed by a subconsultant, the provisions of paragraphs 1. and 2. above, but not the limitations contained therein, shall apply. The cost plus fixed fee limitations for each such subcontract shall be as set forth in the CONSULTANT’s proposal dated ____.

If the CONSULTANT is paid on a fixed price basis for the work performed by a subconsultant, the fixed price set forth in the CONSULTANT’s proposal dated ____ shall be considered full compensation for all costs incurred by the CONSULTANT for work performed by that subconsultant. Payment of the fixed price shall be made on monthly invoices submitted by the CONSULTANT based upon the percentage of the subcontracted work completed, as shown in the CONSULTANT’s monthly progress reports. The CONSULTANT may not withhold retainage from Subconsultant(s).

5. Payment of Overpayment

In the event of overpayment to the CONSULTANT, the COUNTY may, at its option either require the CONSULTANT to repay the overpayment or deduct the amount of overpayment from monies due the CONSULTANT under this Agreement.

6. Retention of Records

A. The CONSULTANT and its subconsultant(s) shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the COUNTY and/or to the New Jersey Office of the State Comptroller upon request. (N.J.A.C. 17:44-2.2)

of this Agreement by reference as if set forth fully herein.

C. The CONSULTANT and its subconsultant(s) shall make available at its office at all times requested retained records and records involved with disputes, litigation or settlement of claims for examination, audit, and/or reproduction by the COUNTY without conditions of any type.

7. Final Payment

When in the opinion of the CONSULTANT all work required by the Agreement has been completed, it shall notify the COUNTY in writing of this. The COUNTY will notify the CONSULTANT that it shall submit a final invoice which shall include the following release clause: "In consideration of the requested final payment, the CONSULTANT hereby releases and gives up any and all claims the CONSULTANT may have, now or in the future, against the County of Monmouth, its officers and employees, arising out of any and all obligations assumed and work performed under the Professional Services Agreement for RFP # P-__-20__, including claims for Extra or Additional Work." If this invoice is accepted by the COUNTY, the COUNTY will then make final payment to the CONSULTANT. It is expressly understood and agreed that this final payment shall not waive any rights of the COUNTY to adjust and collect subsequently disclosed overpayments.

Should the Agreement be terminated prior to completion of all work, the procedures set forth in the above paragraph shall be followed to close out the Agreement.

III. TIME

The COUNTY and CONSULTANT agree that:

1. Work under this Agreement shall begin within ten (10) calendar days of the CONSULTANT's receipt of written notice from the COUNTY to proceed and be completed within # of months (___) months of the COUNTY’s notice to proceed.

2. Additional Work or Extra Work shall begin within ten (10) calendar days of receipt by the CONSULTANT of a copy of the Monmouth County Freeholders Resolution authorizing such Additional Work or Extra Work and shall be completed by the date established for the completion of the work under paragraph 1. above, unless a new completion date for all work under this Agreement or for the specific Additional Work or Extra Work in question is established.

IV. STATEMENT OF CONSULTANT’S WORK AND SERVICES

1. The CONSULTANT shall:

   A. Perform the work tasks described in the Request for Proposals, RFP # P-__-20__, proposal dated ___ and incorporated herein pursuant to paragraph I.5. above.

   B. At no cost to the COUNTY, give general advice, revise completed contract documents, and make visits to the construction site, as required, to correct all errors and omissions in the plans or specifications and to discuss the conformity between the project construction and construction contract documents.
C. Except for work being performed by an approved subconsultant/subcontractor, perform all other work. All work performed by subconsultant(s) on the Project shall be treated as being performed by the CONSULTANT. The CONSULTANT shall remain responsible for satisfactory performance of all work.

2. Blank for this RFP

V. The CONSULTANT’s representative and coordinator for this Project, to whom the COUNTY will address all correspondence is:

________________
________________
________________

The CONSULTANT's project representative, address and telephone number may be changed by the CONSULTANT upon written notification and approval by the COUNTY.

VI. The COUNTY’s coordinator for this Project, to whom the CONSULTANT shall address all correspondence, is:

County Engineer
Monmouth County Division of Engineering
3rd Floor, Hall of Records Annex
1 East Main Street
Freehold, New Jersey 07728
732-431-7760

The COUNTY’s coordinator, address and telephone number may be changed by the COUNTY upon written notification to the CONSULTANT.

VII. STANDARD TERMS AND CONDITIONS

1. Applicable Law
This Agreement shall be governed by the terms of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and all other applicable provisions of New Jersey Law.

The CONSULTANT shall stay fully informed of all Federal, State, and local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the Project, or which in any way affect the conduct of the work. It shall at all times observe and comply with, and shall cause its agents, subcontractors and employees to observe and comply with, all such laws, ordinances, regulations, orders, and decrees, and shall protect and indemnify the COUNTY and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself or its agents, subcontractors or employees. If any discrepancy or inconsistency is discovered between the Agreement and any such law, ordinance, regulation, order or decree, the CONSULTANT shall immediately report the same to the COUNTY in writing.
2. **Permits and Licenses**

The CONSULTANT shall procure all permits, grants and licenses and give all notices necessary and incidental to the due and lawful performance of the work, except that where the COUNTY has procured permits, grants or licenses relating to the performance of the work, the CONSULTANT will be relieved of the above obligation to the extent provided by the terms of such permit, grant or license. However, the CONSULTANT shall advise the issuing agency or party of its proposed operations and obtain their cooperation and such supplemental permission as may be necessary. The CONSULTANT shall obtain from the COUNTY all available information on the permits, grants and license it has obtained. Charges for permits, grants and licenses in connection with the work shall be paid by the COUNTY and shall not be included in the Allowable Costs of this Agreement.

3. **Patented Devices, Materials and Processes**

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 or owner. 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 COUNTY, any affected third party, or political subdivision 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 COUNTY 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.

4. **Independent Contractor**

The relationship of the CONSULTANT to the COUNTY is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COUNTY by reason hereof. The CONSULTANT will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY, including but not limited to, workers’ compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

5. **Third Party Beneficiary Clause**

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to make the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to the Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Agreement.

It is the further intent of the COUNTY and the CONSULTANT in executing this Agreement that no individual, firm, corporation, or any combination thereof, which supplies materials, labor, services or equipment to the CONSULTANT for the performance of the work becomes thereby a third party beneficiary of this Agreement. The COUNTY and the CONSULTANT understand that such individual, firm, corporation, or combination thereof, has no right to bring an action in the courts of this State against the COUNTY.
6. **Assignment of Funds and Claims**
   The CONSULTANT shall not transfer or assign to any person any funds, due or to become due, under this Agreement, or claims of any nature it has against the COUNTY, without the written approval of the COUNTY having first been obtained. The COUNTY in its sole discretion, considering primarily the interests of the COUNTY, may grant or deny such approval.

7. **Personal Liability of Public Officials**
   In carrying out any of the provisions of the Agreement, or in exercising any power or authority granted to them by or within the scope of the Agreement, there shall be no liability upon the Monmouth County Board of Chosen Freeholders, or other County officers or employees of the COUNTY, either personally or as officials of the COUNTY, it being understood that in all such matters they act solely as agents and representatives of the COUNTY.

8. **Recovery of Monies by the County**
   Whenever it is provided that the COUNTY withhold or deduct money from the monies due or to become due the CONSULTANT, or that the CONSULTANT is to pay or return monies to the COUNTY for any reason, or that the COUNTY can charge against the CONSULTANT certain costs, assessments or fines, or that the COUNTY can recover any sum for any reason from the CONSULTANT, it is understood that the COUNTY has available to it all monies due or to become due the CONSULTANT under this Agreement as well as under other agreements between the CONSULTANT and the COUNTY. Such other agreements shall include joint ventures in which the CONSULTANT is a participant, but only to the extent of its participation. The right to recover against the CONSULTANT as herein provided is in addition to and does not affect the right of the COUNTY to seek recovery against the CONSULTANT as otherwise allowed by law.

9. **No Waiver of Legal Rights**
   Notwithstanding any other provision of this Agreement, for a period of 3 years after final acceptance all estimates and payments made pursuant to the Agreement, including the Final Payment, shall be subject to correction and adjustment for clerical or other errors in the calculations involved in the determination of quantities and payments. The CONSULTANT and the COUNTY agree to pay to the other any sum due under this provision, provided, however, if the total sum to be paid is less than $100, no such payment shall be made.

   A waiver on the part of the COUNTY of any breach of any part of the Agreement shall not be held to be a waiver of any other or subsequent breach.

   Except as limited by law, the CONSULTANT shall be liable to the COUNTY at any time both before and after completion of the work and final payment for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the COUNTY’s rights under any warranty or guaranty.

10. **Limitations of Liability**
    In no event, whether under the provisions of this Agreement, as a result of breach hereof, tort (including negligence) or otherwise, shall the COUNTY be liable to the CONSULTANT for any special, consequential, incidental or punitive damages including,
but not limited to, loss of profit or revenues, cost of capital, or interest of any nature.

11. **Indemnification**

The CONSULTANT shall defend, indemnify, protect, and save harmless the COUNTY, 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 any willful misconduct or negligent act, error, or omission of the CONSULTANT, its agents, servants, employees and subcontractors in the performance of this Agreement. The CONSULTANT shall, at its own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim or incurred in connection therewith. If any judgment shall be rendered against the COUNTY for which indemnification is provided under this paragraph, the CONSULTANT shall at its own expense satisfy and discharge the same.

The COUNTY shall, as soon as practicable after a claim has been made against it, arising out of or claimed to arise out of the willful or negligent act, error or omission of the CONSULTANT, its agents, servants or employees, give written notice thereof to the CONSULTANT along with full and complete particulars of the claim. If suit is brought against the COUNTY or any of its agents, servants, and employees, the COUNTY shall expeditiously forward or have forwarded to the CONSULTANT every demand, complaint, notice, summons, pleading, or other process received by the COUNTY or its representatives.

It is expressly agreed and understood that any approval by the COUNTY of the services performed and/or reports, plans or specifications provided by the CONSULTANT shall not operate to limit the obligations of the CONSULTANT assumed in this provision or in the other provisions of this Agreement. It is further understood and agreed that the COUNTY assumes no obligation to indemnify or save harmless the CONSULTANT, its agents, servants, employees and subcontractors from and against any claim which may arise out of their performance of this Agreement. Furthermore, the CONSULTANT expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONSULTANT’s obligations assumed in this Agreement, nor shall they be construed to relieve the CONSULTANT from any liability, nor preclude the COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise in law.

12. **Insurance**

The CONSULTANT has provided proof of all insurance required in this section of the Agreement, within ten (10) days of execution of this Agreement, and shall maintain this insurance for the duration of this Agreement except as otherwise noted herein. Minimum insurance required under this section shall consist of the following:

A. **COMMERCIAL GENERAL LIABILITY INSURANCE**

   The minimum limits of liability for this insurance shall be as follows:

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<th>BODILY INJURY LIABILITY</th>
<th>Each Occurrence</th>
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21  CR537&SR34CCS
PROPERTY DAMAGE LIABILITY  
Each Occurrence       Aggregate  
$1,000,000            $2,000,000  

The above required Commercial General Liability Insurance shall name the COUNTY, its officers, and employees as additional insureds. The coverage to be provided under this policy shall be at least as broad as the standard, basic unamended and unendorsed Commercial General Liability policy of the CONSULTANT, and shall include contractual liability coverage. In the event that the above coverage is or may be impaired by claims against the CONSULTANT, the COUNTY in its sole discretion, may increase the aggregate limits in order to provide the minimum protection to the COUNTY as required above. Commercial General Liability Insurance shall be procured and maintained until at least two (2) years after the completion of all services performed under this Agreement. For design services, this shall be the date that plans and specifications are approved by the COUNTY.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE  
The Business Automobile Liability policy shall cover owned, non-owned, and hired vehicles with minimum limits as follows:

BODILY INJURY LIABILITY  
Each Person       Each Occurrence  
$500,000            $1,000,000  

PROPERTY DAMAGE LIABILITY  
Each Occurrence  
$250,000  

C. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE  
Workers Compensation Insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; Employers Liability Insurance or its equivalent, if applicable, with minimum limits of:

$500,000 each accident for bodily injury by accident;  
$500,000 each employee for bodily injury by disease; and  
$500,000 policy limit for bodily injury by disease.

D. ERRORS AND OMISIONS / PROFESSIONAL LIABILITY INSURANCE  
The CONSULTANT shall carry Errors and Omissions / Professional Liability Insurance in the amount of $1,000,000.

13. Notice  
“Written notice” shall be sufficiently given when delivered or sent by United States mail to the CONSULTANT’s project representative or to the County Engineer, respectively, at the address shown in this Agreement.
14. Consultant
The term “CONSULTANT” means the person, firm, or corporation which will perform
the work. The term is used collectively to include the CONSULTANT and all other
persons, firms, or corporations employed or contracted with by the CONSULTANT in
connection with this Agreement.

The CONSULTANT shall assign to the work a competent project representative who
shall coordinate all phases of the work, including additions and revisions thereto, until
final acceptance of the work. The project representative’s educational background and
job experience shall be submitted to the COUNTY for review. The representative shall
be approved by the COUNTY in writing. The representative shall be available to the
COUNTY at all reasonable times and all correspondence from the COUNTY to the
CONSULTANT relative to the Project shall be directed to him or her.

The CONSULTANT shall not remove any project representative, consulting engineer,
specialist or other person whose name is submitted to the COUNTY as part of the
CONSULTANT’s Professional Qualifications or Proposal, without the COUNTY’s prior
approval. The CONSULTANT acknowledges that the COUNTY relied on Project
participation by all persons named in the Professional Qualifications and Proposal in
entering into this Agreement with the CONSULTANT. The COUNTY reserves the right
to have such person replaced if, in the judgment of the COUNTY, any such person
proves unsatisfactory.

The CONSULTANT shall allow representatives of the COUNTY to visit the office(s) of
the CONSULTANT periodically, without notice, in order to monitor work being
performed under this Agreement.

15. Subcontracting
When the CONSULTANT intends to subcontract any work under this Agreement, the
subcontract must be consented to by the COUNTY prior to the CONSULTANT entering
into the subcontract. It is understood, however, that consent of the COUNTY for the
subcontracting of any work under this Agreement in no way relieves the CONSULTANT
from its full obligations under the Agreement. The CONSULTANT shall at all times
give personal attention to the fulfillment of this Agreement and shall keep the work under
its control. Consent to the subcontracting of any part of the work shall not be construed
to be an approval of said subcontract or of any of its terms, but shall operate only as an
approval of the CONSULTANT’s request for the making of a subcontract between the
CONSULTANT and its chosen subcontractor. The CONSULTANT shall be responsible
for all work performed by the subcontractor, which shall conform to the provisions of this
Agreement. The CONSULTANT may not withhold retainage from Subconsultant(s).

16. Quality Management Plan
The CONSULTANT shall submit a Quality Management Plan to the COUNTY prior to
the start of the Project.

The CONSULTANT shall establish and maintain a Quality Management Plan approved
by the COUNTY, which sets forth both the CONSULTANT’s policy for quality control
and procedures for implementing that policy during the performance of work on the
Project. All work performed by the CONSULTANT shall be in conformity with the
Quality Management Plan approved by the COUNTY. Approval of the Quality
Management Plan by the COUNTY does not relieve the CONSULTANT of any liability for any deficiency in the work. The COUNTY, by approving the Quality Management Plan, does not accept any liability therefore or for any deficiency or error in the work performed by the CONSULTANT. If after approval by the COUNTY of the Quality Management Plan, the COUNTY determines that the CONSULTANT has not conformed with the approved Quality Management Plan, the COUNTY will so notify the CONSULTANT in writing and require the submission of a corrective action plan within 30 days of the date of the non-conformity notice. Failure of the CONSULTANT to provide a timely corrective action plan deemed satisfactory by the COUNTY may be considered a material breach of this Agreement.

17. **County’s Right to Withhold Payments**

The COUNTY shall have the right to withhold from payments due the CONSULTANT such sums as are necessary to protect the COUNTY against any loss or damage which may result from negligence or unsatisfactory work by the CONSULTANT, failure by the CONSULTANT to perform its obligations, or claims filed against the CONSULTANT or the COUNTY relating to the CONSULTANT’s work or resulting therefrom.

18. **Ownership of Documents**

Documents of every nature prepared under or as a result of this Agreement, including, but not limited to, all basic notes, sketches, drawings, specifications, computations, test data, survey results, models, photographs and renderings are the property of the COUNTY. They shall be delivered to the COUNTY in good condition and properly indexed prior to final payment. The CONSULTANT assumes the positive obligation of maintaining all such documents until delivery to the COUNTY. The COUNTY may use these documents without reservation.

The CONSULTANT may retain and use copies of all such documents. The CONSULTANT will not be responsible for another party’s application of the information contained in such documents other than that for which the information was intended. All technical data in regard to this Agreement, whether existing in the office of the CONSULTANT or existing in the offices of the COUNTY, shall be made available to either party to this Agreement without expense to the other party.

The CONSULTANT shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

19. **Monthly Reporting**

The CONSULTANT shall submit the following on a monthly basis to the COUNTY for its approval:

A. Unless otherwise stated in the RFP, monthly Progress Reports are required regardless of billing activity. They shall include the following:
   i. A narrative description of the work performed during the reporting period and, if necessary, a discussion of any difficulties or delays encountered;
   ii. A comparison, by task, of work performed to the baseline schedule including a narrative which clearly depicts the percentage completed by task;
iii. A comparison, by task, of costs incurred with amounts budgeted (not applicable to Fixed Price Agreements);
iv. The percentage of work completed to date;
v. A list indicating those submissions for which the CONSULTANT is awaiting a response.

B. Invoices:
i. The CONSULTANT shall prepare and submit one original company invoice for payment for work performed under this Agreement on Payment Voucher forms supplied by the COUNTY.
ii. The CONSULTANT shall submit a separate company invoice for each billing under this Agreement which includes a grand summary and supporting summaries for each Consultant Agreement Modification for Extra Work and sub-consultant work.
iii. Each invoice shall contain, but is not limited to, the following:
   a. Project Name
   b. The Consultant Agreement date, RFP #, PO #, Account #
   c. The billing period covered by the invoice
   d. The amount of the current billing and the amount for the items listed as follows:
      1. For Cost Plus Fixed Fee Agreements:
         i. Salary/Wage Expense
         ii. Payroll Burden & Overhead
         iii. Non-Salary Direct Expense (detailed line item w/ back up)
         iv. Sub-consultant Expense
         v. Proportional Amount of Fixed Fee
      2. For Fixed Price Agreements Plus Direct Non-Salary Expense Agreements:
         i. Fixed Price Prime
         ii. Fixed Price Sub-consultant Expense
         iii. Direct Non-Salary Expense (detailed line item w/ back up)
      3. For Fixed Price Agreements
         i. Fixed Price – Prime
         ii. Fixed Price – Sub-consultant
   e. Other items as determined by the COUNTY and communicated to the CONSULTANT in writing.
iv. Receipts are required to be submitted with an invoice for direct expenses.
v. The CONSULTANT shall prepare the Final Invoice in accordance with the Agreement.
vi. The COUNTY will not process any invoice for payment without accompanying monthly progress reports for the corresponding reporting periods.
vii. The COUNTY will not process for payment any monthly invoice that shows the total amount payable to be less than $2,000.00 for agreements with maximum project amounts in excess of $100,000.00 or less than 2% of the maximum project amount for all other agreements, unless the CONSULTANT's written justification for such a payment is approved by the COUNTY. In no event however, will the CONSULTANT precluded from submitting an invoice in a lesser amount if there has been no project work performed in at least three months and the COUNTY has been so notified.
viii. Upon notice to CONSULTANT, the CONSULTANT and each subconsultant will be required to provide monthly employment and wage data to the NJDOT via web based application and online electronic Form CC-257R, “Monthly Employment Utilization Report”. All consultants and subconsultants must file employment and wage data reports no later than 10 calendar days following the end of the reporting month. All employment and wage data must be verified as correct and accurate in corroboration with the certified payroll records. Consultants are responsible for insuring that their subconsultants comply with these reporting requirements.

C. **Prompt Payment Provisions – County Billing & Payment Cycles**

This Agreement is subject to the prompt payment provisions of C. 2A:30A-1, et seq., as amended (P.L. 2006, c. 96), modified, however, in accordance with the COUNTY’s billing and payment cycles, as follows.

i. The CONSULTANT will bill for periodic payments under the Agreement no more frequently than monthly.

ii. Absent extraordinary circumstances, approval by the COUNTY’s Board of Chosen Freeholders is required for each periodic payment, final payment or payment of retainage monies. The Board of Chosen Freeholders regularly, but not always, meets on the second and fourth Thursdays of each month. A specific schedule of meeting dates is posted on the COUNTY’s website @ [www.visitmonmouth.com](http://www.visitmonmouth.com); Under the heading “Most Popular Links”, click on “Board of Chosen Freeholders”, and then click on “Freeholder Meeting Schedule”. The COUNTY reserves the right to amend its regular meeting schedule and the CONSULTANT is advised to check the COUNTY’s website when appropriate.

iii. The CONSULTANT should submit a bill (including a properly prepared, dated and signed COUNTY voucher) to the COUNTY at least 27 days prior to a Freeholder meeting date. The "billing date" is the date when the COUNTY receives the bill. The COUNTY mails payment of approved bills by no later than the sixth business day following the Freeholder meeting at which payment is approved.

iv. If the COUNTY challenges all or part of a bill submitted by the CONSULTANT, the COUNTY will notify the CONSULTANT in writing of the amount(s) withheld and the reason(s) therefor within 3 business days following the Freeholder meeting that occurs on or after the 20th day following the billing date.

v. Pursuant to C. 2A:30-2b, as amended (P.L. 2006, c. 96), the CONSULTANT shall pay its subcontractors within 10 days of receipt of payment from the COUNTY and those subcontractors shall pay sub-subcontractors within 10 days of receipt of payment from the CONSULTANT, unless otherwise agreed between the parties.

20. **Changes – Consultant Agreement Additional or Extra Work**

The COUNTY reserves the right to make such alterations, deviations, additions to or omissions from the work to be performed under this Agreement or from the provisions of the Agreement affecting performance of the work including the right to increase or decrease all or any portion of the work or to omit all or any portion of the work, as may be deemed by the COUNTY to be necessary or advisable. The COUNTY may also
require such Additional or Extra Work as the COUNTY may determine to be necessary for proper completion of the Project. Such increases or decreases, alterations and omissions shall not invalidate the Agreement, and the CONSULTANT agrees to accept the work as changed, the same as if it had been a part of the original Agreement.

All changes, extensions of time and adjustments to compensation deemed appropriate by the COUNTY will be formalized. The COUNTY may direct the CONSULTANT to proceed with a desired change by written notice issued prior to formalization of the change, and the CONSULTANT shall comply. In such cases, the COUNTY will, as soon as practicable, formalize the requested Additional or Extra Work.

The CONSULTANT shall not proceed with work which it believes or claims involve a change without prior written notice from the COUNTY authorizing the work. In such event the CONSULTANT shall give written notice to the COUNTY advising the COUNTY of its claim. If it is determined pursuant to provision 21 that the work does, in fact, constitute a change, an appropriate Additional or Extra Work authorization will be issued. However, if the determination made pursuant to provision 21 is that the work does not constitute a change, then the COUNTY will give written notice to the CONSULTANT to proceed with the work in accordance with the Agreement.

The CONSULTANT shall not be reimbursed for work of any nature made necessary because of errors or omissions attributable to the CONSULTANT.

21. Disputes

If, during the course of the Agreement, a dispute between the COUNTY and the CONSULTANT arises to which N.J.S.A. 40A:11-50 is applicable, the parties will participate, in good faith, in non-binding mediation. The COUNTY and the CONSULTANT will attempt to resolve any dispute(s) between them, in good faith, through non-binding mediation. Either party may demand such mediation by written notice to the other party. The written notice shall contain at least (a) a brief statement of the nature of the dispute, and (b) the name, address and phone number of that party’s designated representative for the purposes of mediation. The other party shall designate its representative for mediation in writing no later than five business days after receipt of the demand for mediation. The respective designees shall thereupon, and promptly, with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, or if they prefer, they shall choose a reputable mediation firm. Any mediation firm so chosen shall present to the parties a list of at least five proposed mediators to the parties and shall provide the parties with a summary of each person’s qualifications to serve as the mediator. Each party shall rank the proposed mediators in order of preference. The fifth and any lower ranked persons on each list will be excluded from further consideration. The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons. In the event of a tie, the mediator shall be chosen by lot. The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator. The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, in the lack of such agreement, as may be determined by the mediator. Each party will bear its own costs of participation in mediation, and they will divide the costs of the mediator equally. If, after a good faith effort to resolve the dispute through mediation, the dispute is not resolved, either party may terminate the mediation by written notice to the mediator and to the other party,
whereupon either party may submit the dispute to the Superior Court of New Jersey, Monmouth County, for adjudication, which Court shall have exclusive original jurisdiction over the dispute.

22. **Assignment**
   At the option of the COUNTY, this Agreement shall bind the heirs, representatives, successors, or assigns of the CONSULTANT. Any purported transfer or assignment of this obligation without written approval or consent by the COUNTY shall be void.

23. **Special Procurements**
   If the CONSULTANT desires to procure any goods, services, or documents for which reimbursement will be sought, and which were not specifically itemized in this Agreement or in the CONSULTANT's proposal as revised and approved by the COUNTY, it shall obtain the COUNTY’s written approval prior to the procurement. In addition, the CONSULTANT shall recommend, for the COUNTY’s consideration, the specific requirements or specifications. Upon securing approval for both the reimbursement and the specific requirements or specifications, the CONSULTANT shall proceed with the procurement. No claim for delay shall be made for the time involved in securing the COUNTY’s approval.

24. **Solicitation**
   The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the COUNTY shall have the right either to annul this Agreement without liability, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or consideration.

25. **Buy American**
   Only manufactured and farm products of the United States, wherever available, will be used in the work. N.J.S.A. 40A:11-18.

26. **Work by Others**
   The COUNTY reserves the right to employ other architects, engineers, and consultants in connection with the work.

27. **Information Concerning Project**
   The CONSULTANT will not divulge information concerning this Project to anyone (including, for example, information in applications for permits, variances, etc.) without prior approval or direction of the COUNTY. It will obtain similar agreements from persons and firms employed by it. The COUNTY reserves the right to release all information as well as to time its release, form and content. This requirement shall survive the expiration of the Agreement.
28. **Scheduling**
All time limits as stated in the Agreement are of the essence.

Before beginning the work, the CONSULTANT shall submit for the COUNTY’s approval a schedule setting forth its plan for completing the work in accordance with the Agreement. Following approval by the COUNTY, the CONSULTANT shall complete all work in accordance with the approved schedule. It shall coordinate and advance all work items in this Agreement and any Consultant Agreement Modification efficiently and economically consonant with the scheduled completion date. If any phase of the work cannot be completed as scheduled, the CONSULTANT shall submit a written request for a reasonable extension of time. All such requests shall include a statement as to the cause of the delay and be provided to the COUNTY at the time that the need becomes apparent, but at least 15 days prior to the scheduled completion date of that particular phase of the work. A revised schedule shall also be submitted. The CONSULTANT shall make regular submissions to the COUNTY in accordance with the COUNTY’s scheduling and review procedures and at any other time requested by the COUNTY.

29. **Review**
The CONSULTANT shall perform its obligation under this Agreement with the understanding that the COUNTY, the State and the Federal Government have the right to review, and must find acceptable, the Project and all documents produced by the CONSULTANT pertaining to the Project.

30. **Unacceptable Work**
If the COUNTY determines that any document prepared by the CONSULTANT under this Agreement is unacceptable due to errors, omissions or failure to comply with requirements of this Agreement, the CONSULTANT shall promptly correct and revise the unacceptable document in accordance with directions received from the COUNTY at no cost to the COUNTY. The corrected and revised document shall be resubmitted for COUNTY approval.

The COUNTY shall give written notice to the CONSULTANT as soon as practicable after it becomes aware of a negligent error or omission by the CONSULTANT. CONSULTANT shall be liable to the COUNTY for all damages to the COUNTY caused by CONSULTANT’s negligent errors and omissions. The CONSULTANT shall reimburse the COUNTY for the full costs it has incurred as a result of such negligent errors and omissions, including interest and other expenses.

31. **Stop Work**
The CONSULTANT shall stop all work promptly, if so directed in writing by the COUNTY.

32. **Termination**
The COUNTY may terminate the CONSULTANT’s services under this Agreement upon seven (7) days written notice. In such event, and where the CONSULTANT’s performance is satisfactory, the CONSULTANT shall be paid in accordance with the method of compensation under Part II of the Agreement as follows:
Cost Plus Fixed Fee Agreements: 1) allowable direct and indirect costs incurred in the performance of its work up to and including the date that the CONSULTANT receives notice of termination, together with allowable direct costs incurred in closing out the Project in accordance with the notice to terminate; 2) a percentage of the Fixed Fee based on the percentage of the Project completed up to and including the date that the CONSULTANT receives notice of termination.

Fixed Price Agreements: A percentage of the Fixed Price based on the percentage of the Project completed up to and including the date that the CONSULTANT receives notice of termination. A Consultant Agreement Modification shall be negotiated to compensate the CONSULTANT for costs incurred in closing out the Agreement, if any, including work performed following the date on which the CONSULTANT received the notice of termination in order to close out the project.

Cost Times Multiplier Agreement: Allowable direct costs incurred in the performance of its work up to and including the date that the CONSULTANT receives notice of termination, together with allowable direct costs incurred in closing out the Project in accordance with the notice to terminate.

If the COUNTY has terminated the Agreement due to failure of the CONSULTANT to perform in a satisfactory manner as determined by the COUNTY, the COUNTY may, at the option of the COUNTY, in accordance with the method of compensation under Part II of the Agreement, make the following adjustments:

The COUNTY shall make no further payment to the CONSULTANT under this Agreement and may require the CONSULTANT to repay all or a portion of the monies already paid. In addition, the COUNTY shall make no payment of any close-out costs which the CONSULTANT may incur at the direction of the COUNTY.

Nothing herein shall limit the right of the COUNTY to recover any and all costs and damages resulting from the CONSULTANT’s failure to perform the work in a satisfactory manner.

Except as stated above, the CONSULTANT shall have no right to, nor shall it make any claim for, damages or additional compensation of any type whatever by reason of termination regardless of fault.

All documents begun or completed as the result of this Agreement shall be immediately turned over to the COUNTY upon termination consistent with provision 18.

33. Suspension
The COUNTY may, in its sole discretion, suspend the work. Compensation for a suspension or delay shall be allowed as follows:

If the COUNTY determines that the work of this Agreement has been suspended or delayed for a period cumulatively totaling 365 calendar days, and if the COUNTY determines that the suspension or delay has resulted from no fault of the CONSULTANT, then a Consultant Agreement Modification covering the remaining work to be done shall be executed. The compensation terms of the Consultant Agreement Modification for that remainder shall be as follows for Cost Plus Fixed Fee agreements:
A. Upon resumption of work by the CONSULTANT, an updated schedule of wage rates, subject to review and approval by the COUNTY, shall be submitted by the CONSULTANT. These wage rates shall be applied to the unused portion of the work hours developed by the CONSULTANT in the proposal, and approved by the COUNTY. A revised total amount for allowable direct or indirect costs shall then be established by Consultant Agreement Modification.

B. The new Fixed Fee shall be in the same ratio as the original Fixed Fee to the original estimate of allowable direct and indirect costs, multiplied by the revised amount for allowable direct and indirect costs as determined in A. above.

For Fixed Price Agreements, a Consultant Agreement Modification shall be executed between the COUNTY and the CONSULTANT providing an equitable adjustment to the CONSULTANT which the COUNTY’s Board of Chosen Freeholders deem proper after reviewing submission by the CONSULTANT relating to increased costs which the CONSULTANT has actually incurred as a direct result of the suspension or delay.

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

For both types of agreements, where such suspension or delay is determined by the COUNTY to be substantially the fault of the CONSULTANT, the COUNTY may, at its option, suspend all payments to the CONSULTANT after the established completion date. Payment shall be reinstated by the COUNTY upon completion of the work in accordance with other provisions stated herein. In the case of such delay by the CONSULTANT, there shall be no upward adjustment in direct or indirect costs or Fixed Fee or in the amount of Fixed Price. Alternately, the COUNTY may terminate the Agreement consistent with provision 32.

34. Standards and Procedures
The Standards and Procedures contained or referred to in the County’s Request for Proposals will apply to the Agreement.

35. Nondiscrimination
During the performance of this Agreement, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the “CONSULTANT”), agrees as follows:

A. Compliance with Regulations: The CONSULTANT will comply with Regulations of the NJ Department of Transportation relative to nondiscrimination in federally assisted programs of the Monmouth County (Title 49. Code of Federal Regulations, Part 21 through Appendix H, and Title 23 CFR Part 710.405(b), hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.

B. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
C. Solicitation for Subcontracts, Including Procurement of Materials and Equipment:
In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.

D. Information and Reports: The CONSULTANT will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY or the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the CONSULTANT’s noncompliance with the nondiscrimination provisions of this contract, the COUNTY shall impose such sanctions as are appropriate and available under the laws of the County and State.

F. Incorporation of Provisions: The CONSULTANT will include the provisions of paragraph (A) through (F) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.

G. This Agreement is subject to all federal, state, and local laws, rules, and regulations, including, but not limited to, those pertaining to non-discrimination in employment and affirmative action for equal employment opportunity.

H. If at any time following the execution of this Agreement, the CONSULTANT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the CONSULTANT shall:
  i. Notify the Project initiator, in writing, of the type and approximate value of the work which the CONSULTANT intends to accomplish by such subcontract, purchase order or lease.
  ii. Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.

36. State of New Jersey Affirmative Action Rules for Professional Service Contracts

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, 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 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
- Employee Information Report Form AA-302 (electronically provided by the Division of Purchase & Property, CCAU, EEO Monitoring Program and distributed to the public agency through the Division of Purchase & Property, CCAU, EEO Monitoring Program’s website at www.state.nj.us/treasury/contract_compliance/)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & 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.

37. Certification of Consultant

In executing this Agreement the CONSULTANT’s signatory certifies on behalf of the CONSULTANT that neither the signatory, nor any other officer, agent or employee of the CONSULTANT has:

- employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for him or the CONSULTANT) to solicit or secure this Agreement,
- agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for him or the CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement; except as expressly stated in a disclosure letter to the COUNTY which shall accompany the Agreement after execution by the CONSULTANT on submission to the Monmouth County Board of Chosen Freeholders or their designee for execution.

The CONSULTANT acknowledges that this certificate furnished to the COUNTY, the State Department of Transportation and the Federal Highway Administration, US Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.

38. Certification of County

In executing this Agreement the COUNTY’s signatory certifies that to the best of the signatory’s knowledge, the CONSULTANT or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:
• employ or retain, or agree to employ or retain, any firm or person, or
• pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as expressly stated in a disclosure letter to the Federal Highway Administration, US Department of Transportation.

The COUNTY acknowledges that this certificate is to be furnished to the Federal Highway Administration, US Department of Transportation, in connection with agreements involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

39. Certification of Restrictions on Lobbying
In executing this Agreement, the CONSULTANT’s signatory certifies on behalf of the CONSULTANT that to the best of the signatory’s knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

40. Americans with Disabilities Act
Equal Opportunity For Individuals With Disabilities.

The CONSULTANT and the COUNTY do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the “Act”) (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and
regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this contract, the CONSULTANT agrees that the performance shall be in strict compliance with the Act. In the event that the CONSULTANT, its agents, servants, employees, or subconsultants violate or are alleged to have violated the Act during the performance of this contract, the CONSULTANT shall defend the COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONSULTANT shall indemnify, protect, and save harmless the COUNTY, 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 CONSULTANT 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 COUNTY’s grievance procedure, the CONSULTANT agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONSULTANT shall satisfy and discharge the same at its own expense.

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

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

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

41. Business Registration for Providers of Goods and Services to the County
   A. The CONSULTANT (herein also referred to as the “Contractor”) has previously provided the COUNTY with a copy of the CONSULTANT’s New Jersey Business Registration Certificate, verifying that the CONSULTANT is properly registered with the New Jersey Department of the Treasury.

   B. The CONSULTANT acknowledges that:
i. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

ii. A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

42. Public Works Contractor Registration for Work Covered by N.J. Prevailing Wage Act
To the extent that any work performed by the Consultant or any subconsultant is governed by the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., then pursuant to P.L. 2003, c. 91 (N.J.S.A. 34:11-56.48 et seq.), the Consultant shall provide to the County proof of the Consultant’s and/or subconsultant’s valid, current registration with the New Jersey Department of Labor as a “Public Works Contractor” prior to the start of such work, whereupon the County will provide the Consultant with a Wage Rate Determination and the Consultant will execute an amendment to this Agreement containing provisions regarding compliance with the Prevailing Wage Act and the Equal Employment Opportunity requirements for construction work.

VIII. CERTIFICATION OF CONSULTANT ELIGIBILITY

The CONSULTANT's signatory hereby certifies, under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, project director, manager, auditor, or any position involving the administration of federal or state funds:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, state or local government agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, state or local government agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(Insert Exceptions - For any exception noted, indicate to whom it applies, initiating agency, and
IX. CONFLICT OF INTEREST CERTIFICATION

The CONSULTANT’s signatory hereby certifies to the COUNTY that the CONSULTANT knows of no circumstances that would constitute a conflict of interest, financial or otherwise, between the CONSULTANT or any of its employees and the COUNTY or any of its members, or with the interest of the COUNTY in general. The CONSULTANT’s signatory further certifies that the CONSULTANT knows of no circumstances or relationships between the CONSULTANT or any of its employees or any third parties that do or would present an actual or apparent conflict of interest or otherwise compromise the CONSULTANT’s judgment and independence in property performing services for the COUNTY. The CONSULTANT acknowledges that this shall be a continuing certification, to be supplemented if and when appropriate during the term of the Agreement.

The CONSULTANT’s signatory certifies that the foregoing statements made by the CONSULTANT are true. The CONSULTANT’s signatory is aware that if any of the foregoing statements made by the CONSULTANT are willfully false, the CONSULTANT is subject to punishment.

X. EXECUTION

Corporate consultants shall attach a corporate resolution by the Secretary/Treasurer authorizing the President/Vice President to execute this Agreement and bind the CONSULTANT; the Secretary shall attest to the execution and affix the corporate seal. Partnership consultants shall have all partners sign the Agreement or have the Agreement signed by one partner, provided documents are attached which authorize that one partner to bind all partners; all signatures shall be witnessed. For sole proprietorships, the sole proprietor shall execute this Agreement with the execution notarized; notarization to be attached. Joint Venture consultants shall follow the execution procedure applicable to each of the joint venturers. This Agreement shall not become binding on either party until it is executed by or on behalf of the Monmouth County Board of Chosen Freeholders.

[SIGNATURE PAGE TO FOLLOW]
IN WITNESS WHEREOF, the parties have executed this Agreement.

Attest/Witnessed/Sealed:  

FIRM’S NAME - all in caps

Name:__________________________  Name:__________________________
Title:___________________________  Title:___________________________
Date:

Attest/Witnessed/Sealed:  

COUNTY OF MONMOUTH

______________________________  ______________________________
MARION MASNICK  THOMAS A. ARNONE
Clerk of the Board  Freeholder Director

Date:
GENERAL CONDITIONS

1. The attached RFP should be used and fully completed.

2. The award of contract shall be by resolution of the Board of Chosen Freeholders within sixty (60) days after receipt of proposal, unless otherwise extended at the request of the County with the consent of the Consultant.

3. The Consultant should indicate any variance to the specifications, terms and/or conditions. If variances are not shown in the RFP, the proposal will be evaluated based on full compliance with the specifications.

4. The County reserves the right to waive any informalities in the proposals.

5. The County of Monmouth is exempt from most Federal, State and Municipal excise, sales and other taxes.

6. The Consultant shall bill the County by submitting detailed invoices and certified vouchers to the County’s Using Department(s). The County will make payment of amounts justly due and owing to the Consultant within sixty (60) days thereafter, unless a sooner payment is required under the New Jersey Prompt Payment Law (N.J.S.A. 2A:30A-1, et seq.).

7. In case of default by the Consultant, the County of Monmouth may procure the articles or services from other sources and hold the Consultant responsible for any excess cost occasioned thereby in addition to any other damages to the County of Monmouth.

8. The contract will contain the following provisions:

   a. For Claims arising out of the Consultant’s professional services, the Consultant will indemnify and hold the County harmless from and against any and all Claims, including counsel fees and costs of suit, caused by the negligent performance or non-performance by the Consultant, its employees, agents or subconsultants.

   b. For all Claims other than those described in the subparagraph immediately above, the Consultant will indemnify and hold the County harmless for and from any and all losses, costs, damages, claims, suits and/or liabilities arising from any and all State or Federal actions of whatever kind, including Section 1983 claims, including counsel fees and costs of suit (collectively the “losses”), to which the County may be put by reason of any claim for damages of any kind to persons, business entities, or property due, in whole or in part, to the negligence or intentional acts of the Consultant.

   c. The Consultant will also indemnify and hold the County harmless for and from any and all losses to which the County may be put by reason of the Consultant’s
failure to pay its workers, suppliers, or subconsultants for labor or materials provided to the County.

d. The Consultant further agrees that the County reserves its right to monitor and actively participate in the defense of any and all claims against the County, at its own expense, if, in its sole discretion, it chooses to do so.

d. For the purpose of subparagraphs a. through d. above, “County” shall include the County of Monmouth, its Board of Chosen Freeholders, its Constitutional Officers (Sheriff, County Clerk, Prosecutor and Surrogate), and their respective employees, volunteers, and agents.

9. The Consultant shall maintain the following insurance coverage, and provide proof of same upon award of a contract, in a form and with a company satisfactory to the County:

   A. Worker’s Compensation and Employer Liability

   Covering all the Consultants engaged in the performance of the contract and in accordance with the requirements of the laws of the State of New Jersey, including a voluntary compensation/all State endorsement.

   B. Commercial General Liability

   For bodily injury and property damage, including coverage for: premises/operations; products/completed operations; broad form property damage; and independent Consultants. Limits of not less than $1,000,000.00 for both bodily injury and property damage are required. A combined single limit of $1,000,000.00 is acceptable. The Consultant shall maintain completed operations insurance for at least two years after final contract payment.

   C. Business Automobile Liability

   For bodily injury and property damage with limits for not less than $1,000,000.00 per person or occurrence. A combined single limit or $1,000,000.00 is acceptable. Coverage should include hired and non-owned vehicles.

   D. Professional Liability/Errors & Omissions Insurance

   Coverage at limits of at least $1,000,000.00 each claim and $2,000,000.00 aggregate.

   Note: The County reserves the right to waive or modify the above insurance requirements, if appropriate.
10. The documents required under heading A of the Proposal Checklist must be submitted with the proposal. The County shall set a deadline for the submission of any documents which are not submitted with the proposal and which are listed under the headings B and C on the Proposal Checklist. The County may in its discretion extend the deadline, upon request by the Consultant. If a document is not submitted by the deadline or the extended deadline, if any, the proposal will be rejected.

11. The Division of Purchasing will post any addenda to the RFP on this website. The Division of Purchasing will also endeavor to notify registered prospective Consultants of any such posting, but it will remain their responsibility to monitor the website for any addenda and to acknowledge receipt of the addenda in their proposals.

12. A properly completed Statement of Ownership must be provided with the proposal.

13. The Non-Collusion Affidavit should be completed and included with the proposal.

14. The County reserves the right to accept any one of equal or tie proposals in accordance with N.J.S.A. 40A:11-6.1(d).

15. Proposals may be hand delivered or mailed to the Monmouth County Division of Purchasing. The County assumes no responsibility for proposals received after the designated date and time and will return late proposals to the Consultant unopened.

16. Proposals should be enclosed in a sealed envelope bearing the name and address of the Consultant. THE NUMBER AND NAME OF THE RFP MUST BE DESIGNATED ON THE OUTSIDE OF THE ENVELOPE.

17. In order to comply with requirements of the Local Public Contracts Law, the County may cancel the contract whenever the dollar amount expended under the contract reaches or exceeds the initial total contract amount.

18. The successful Consultant will not assign or subcontract the work specified and covered under the terms of the contract or any part thereof, without the consent of the County, except for any subcontractors named in the RFP.

19. If the contract period extends beyond the County's current budget year, the contract shall be subject to the availability and appropriation annually of sufficient funds in any subsequent year(s).

20. The Iran Disclosure Form should be completed and included with the proposal.
21. The successful Consultant must comply with the attached requirements:

   (a) Equal Employment Opportunity – Exhibit A

   (b) Business Registration – Exhibit B

22. Blank for this Federal RFP

23. Persons who receive advertisements, proposal documents, revisions or addenda to advertisements or proposal documents from a secondary source, such as a bidding service, do so at their own risk as to the timeliness, completeness and accuracy of the information they receive. The County is not responsible for sending notices of revisions or addenda to advertisements or proposal documents to anyone who receives the advertisements or proposal documents from a secondary source and of whom the County is not aware.

24. Responses to the RFP will be rated based on the following criteria: overall education/experience/qualifications, understanding the scope of work, and price reasonableness. The Consultant should include documentation with their proposals to address the evaluation criteria. The County may ask Consultants to clarify their proposals as part of the evaluation process.

25. If this is an on-call supply contract for a stated period of time or a service contract, whether or not for a stated period of time, the County may cancel the contract or portions thereof, without cause, upon written notice to the Consultant. If an on-call supply contract is cancelled or partially cancelled by the County under this provision, the Consultant shall be entitled to payment only for the goods called for by the County prior to the cancellation, at the contract rate(s), upon delivery of those goods to the County, but not for the overhead and profit associated goods not called for by the County. In the alternative, at its option, the County may also cancel any or all called for orders for goods, provided that the County will compensate the Consultant for the Consultant’s reasonable overhead and profit related to such orders, but not for the overhead and profit associated with any other goods not called for by the County. Likewise, a service Consultant shall be entitled to payment for services duly requested by the County and rendered by the Consultant prior to the cancellation, also at the contract rate(s), but not for the overhead and profit associated with services not performed. If a contract is partially cancelled, the remainder of the contract shall continue in effect, subject to the reasonable adjustment to cover the Consultant’s actual increased costs, if any, in supplying the remaining goods or services.
26. The contract will contain the following provision: “The Consultant shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. (N.J.A.C. 17:44-2.2)"

27. American goods and products to be used where possible 40A:11-18. Each local unit shall provide, in the specifications for all contracts for county or municipal work or for work for which it will pay any part of the cost, or work which by contract or ordinance it will ultimately own and maintain that only manufactured and farm products of the United States, wherever available, be used in such work. L.1971,c.198,s.18,eff.July 1, 1971. Amended by L. 1982,c.107,s.1.

28. Americans with Disabilities Act of 1990, Equal Opportunity for Individuals with Disability. The contractor and the County of Monmouth, (hereafter “owner”) do hereby agree that the provisions of Title 11 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner 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, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, 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 owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner 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 owner 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 owner or any of its agents, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner 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 owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, employees and subcontractors for any claim which may arise out of their performance of the 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 owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

(Revised 10/2016)
**PROPOSAL CHECKLIST**

**RFP NO.: P-76-2016**

<table>
<thead>
<tr>
<th>Items required with proposal</th>
<th>Items submitted with proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Owner’s checkmarks)</td>
<td>(Consultant’s INITIALS)</td>
</tr>
</tbody>
</table>

**A. FAILURE TO SUBMIT ANY OF THESE ITEMS WITH THE PROPOSAL IS MANDATORY CAUSE FOR REJECTION**

- [X] Proposal (unbound original) (Six add’l copies requested)
- [X] Separately Sealed Cost Proposal (original unbound) (6 copies requested)
- [X] Acknowledgment of receipt of addenda or revisions (if any)
- [X] Statement of Ownership
- [X] Non-Collusion Affidavit
- [X] Iran Disclosure Form
- [X] Other: Proof of NJDOT Approved Overhead Rate(s)
- [X] Other: Copy of NJUCP DBE certification(s) / Documentation of Good Faith Efforts

**B. ITEMS PREFERRED WITH THE PROPOSAL, BUT MANDATORY AT THE TIME INDICATED**

- [X] Copy of the N.J. Business Registration Certificate or other acceptable proof of N.J. Business Registration for Consultant – prior to award of contract
- [X] Copy of the N.J. Business Registration Certificate or other acceptable proof of N.J Business Registration for proposed subconsultant(s) – prior to commencement of work, if applicable
- [X] References – deadline set by the County, on notice to the Consultant
- [X] Resume(s) – deadline set by the County, on notice to the Consultant
- [X] Other: – deadline set by the County, on notice to the Consultant

**C. OPTIONAL ITEM**

- [X] Equal Employment Opportunity Questionnaire

PRINT NAME OF CONSULTANT: ______________________________________

SIGNED BY: ______________________________________

PRINT NAME AND TITLE: ______________________________________

DATE: ______________________________________

COMPLETE & SUBMIT THIS CHECKLIST WITH THE PROPOSAL

Rev. 8/2016
COUNTY OF MONMOUTH

ADDENDUM NO.___________________

ACKNOWLEDGMENT

PROJECT ENTITLED: Professional Engineering Services For Construction Contract Administration And Inspection Services necessary for the Improvements to Intersection at SR 34 and CR 537, Reconstruction of Bridge 1308-152 on SR 34 and Bridge 1300-A18 on CR 537 over Mine Brook in the Township of Colts Neck.

acknowledgment is hereby made of the receipt of Addendum No.__________________ containing information for the above referenced project.

CONSULTANT: ________________________________

BY: ________________________________

SIGNATURE: ________________________________

TITLE: ________________________________

DATE: ________________________________

NOTE:

WHEN AN ADDENDUM IS ISSUED, THIS ACKNOWLEDGMENT MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL AT THE TIME OF RECEIPT.

(Revised 9/2015)
STATEMENT OF OWNERSHIP
(N.J.S.A. 52:25-24.2)

The CONSULTANT is (check one):
☐ Individual  ☐ Partnership  ☐ P.A.  ☐ P.C.  ☐ L.L.C.  ☐ L.L.P.
☐ Corporation  ☐ Joint Venture  ☐ Other (specify):

I certify that:
☐ No individual person or entity owns a 10% or greater interest in the Consultant.

OR

The names and addresses of all persons and entities who own a 10% or greater interest in the Consultant or any listed entities are as follows:

NAMES:                        ADDRESSES:

1. ___________________________  ___________________________
2. ___________________________  ___________________________
3. ___________________________  ___________________________
4. ___________________________  ___________________________
5. ___________________________  ___________________________

☐ Check here if additional sheets are attached.

I hereby certify that no person or entity, except for those already listed above or on any attached sheets, owns a 10% or greater interest in the Consultant or any listed entities.

NAME OF CONSULTANT:  ___________________________

SIGNED BY: X ___________________________

PRINT NAME & TITLE:  ___________________________

DATE:  ___________________________

NOTE: If an entity owns a 10% or greater interest in the Consultant, list all owners of 10% or greater interest for each such entity. Repeat the process of disclosure as necessary for each tier or level of ownership until the name and address of each individual person who owns a 10% or greater interest in each listed entity has been disclosed.

(Revised 9/2015)
NON-COLLUSION AFFIDAVIT
(N.J.S.A. 52:34-15)

STATE OF _______________)  ss:
COUNTY OF _______________)

Re: Professional Engineering Services For Construction Contract Administration And Inspection Services necessary for the Improvements to Intersection at SR 34 and CR 537, Reconstruction of Bridge 1308-152 on SR 34 and Bridge 1300-A18 on CR 537 over Mine Brook in the Township of Colts Neck,

I, _____________________________________________ (name of signer) of full age, being duly sworn according to law, on my oath depose and say:

I am the _________________________________________ (title)
of ________________________________________________ (name of prospective Consultant), a prospective Consultant for the above named project, and that I executed the said proposal with full authority so to do; that the prospective Consultant has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in the proposal and in this affidavit are true and correct, and made with full knowledge that the County of Monmouth relies upon the truth of the statements contained in the proposal and in the statements contained in this affidavit in awarding a contract for the project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by my firm for the purpose of securing business.

Signed: X_____________________________

Subscribed and sworn to before me this _____ day of ____________, 20__.

_________________________________
Notary Public of

My commission expires ____________, 20__.

(Revised 9/2015)
County of Monmouth, State of New Jersey  
Division of Purchasing  
DISCLOSURE OF ENERGY SECTOR INVESTMENT ACTIVITIES IN IRAN  
New Jersey Public Law 2012, Chapter 25

Bidder / Respondent: ___________________________________________________________

PART 1 – CERTIFICATION – CHECK THE APPROPRIATE BOX:
A. ☐ I certify that neither the Bidder / Respondent nor any of the Bidder’s / Respondent’s parents, subsidiaries, or affiliates,  
as defined in C.52:32-56(e), is on the “Chapter 25 List” created and maintained by the New Jersey Department of the Treasury,  
as a person or entity engaging in the energy sector investment activities in Iran described in C.52:32-56(f). The Chapter 25 List  
may be found at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

OR

B. ☐ The Bidder / Respondent and/or one or more of its parents, subsidiaries or affiliates is a person or entity on the Chapter  
25 List referred to above. A detailed and precise description of the relevant activities of the listed Bidder / Respondent and/or  
listed parents, subsidiaries or affiliates is provided in Part 2 below.

PART 2 – ADDITIONAL INFORMATION – COMPLETE PART 2 ONLY IF B. IN PART 1 IS CHECKED:
The following is an accurate and precise description of the energy sector investment activities in Iran of the Bidder / Respondent  
and/or listed parents, subsidiaries or affiliates, on the Chapter 25 List (attach additional pages as necessary to make full  
disclosure):

Name of Person(s) or Entity(ies) on the Chapter 25 List: __________________________________________________________

Relationship to Bidder / Respondent: _________________________________________________________________________

Description of Activities: __________________________________________________________________________________
________________________________________________________________________________________________________

Duration of Engagement: ______________________________ Anticipated Cessation Date: _____________________________
Bidder / Respondent Contact Name: ________________________     Contact Phone Number:  ____________________________
☐ Check here if additional pages are attached and state number of attached pages: _________ (Number of pages attached.)

CERTIFICATION FOR PART 1 AND, IF APPLICABLE, PART 2: I, being of full age, hereby certify that the foregoing  
information and any attachments hereto are to the best of my knowledge true and complete. I certify that I am authorized to  
execute this certification on behalf of the Respondent. I acknowledge that the County of Monmouth will rely on the information  
contained herein and thereby acknowledge that I and the Bidder / Respondent are under a continuing obligation from the date of  
this certification through the completion of any contracts with the County to notify the County in writing of any changes to the  
answers or information contained herein.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me is  
willfully false, I am subject to punishment and the Bidder / Respondent is subject to the penalties stated in C. 52:32-59 and C.  
40A:11-2.1.

Full Name (Print) ___________________________________       Signature:  __________________________________________
Title: ____________________________________________                Date:    _________________________________________

(Revised 8/2015)
EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

_N.J.A.C. 17:27 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, 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 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
- Employee Information Report Form AA-302 (electronically provided by the Division of Purchase & Property, CCAU, EEO Monitoring Program and distributed to the public agency through the Division of Purchase & Property, CCAU, EEO Monitoring Program’s website at www.state.nj.us/treasury/contract_compliance/)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & 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.

(Revised 5/2016)
EQUAL EMPLOYMENT OPPORTUNITY

QUESTIONNAIRE ON

PROCUREMENT AND SERVICE CONTRACT

YES OR NO

1. Our Company has a current federal affirmative action plan approval. __________
   If yes, please submit a copy of said approval.

2. Our Company has a New Jersey State Certificate of Employee Information Report. __________
   If yes, please include copy.

3. We do not have a current Federal Plan Approval or State Certificate. __________
   We will complete and file Form AA302 on line at www.state.nj.us/treasury/contract_compliance and provide a “filed” copy to the County.

PLEASE NOTE:
ONE OF THE ABOVE MUST BE SUBMITTED. IF YOU ARE THE SUCCESSFUL CONSULTANT AND RECEIVE THE AWARD, THIS IS REGARDLESS OF THE NUMBER OF EMPLOYEES YOU HAVE.

NAME:_______________________________________________________________

SIGNATURE: X________________________________________________________

TITLE:_______________________________________________________________

DATE:_______________________________________________________________

THIS FORM SHOULD BE COMPLETED, SIGNED AND RETURNED WITH YOUR PROPOSAL.

(Revised 9/2015)
NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS
NON-CONSTRUCTION

All New Jersey and out of state business organizations must obtain a Business Registration Certificate (BRC) from the Department of Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of Treasury, State of New Jersey, must be submitted. No contract will be awarded without proof of business registration with the Division of Revenue. The contract will contain provisions in compliance with N.J.S.A. 52:32-44, as amended, outlined below.

A subcontractor named in a bid made by a contractor to a contracting agency shall provide a copy of its business registration to the contractor who shall provide it to the contracting agency. The contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractors prior to the time a contract is awarded.

The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contracted performance. Before final payment of the contract is made by the contracting agency, the contractor shall submit a complete and accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and each subcontractor and each of its affiliates (N.J.S.A 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the “Sales and Use Tax Act” (N.J.S.A. 54:32 B-1, et seq.) on all taxable sales of tangible personal property delivered into this state.

A business organization that fails to provide a copy of a registration as required pursuant to section 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44 et seq.) or subsection e. of section 92 of P.L. 1977, c.110 (N.J.S.A. 5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25.00 for each day of violation, not to exceed $50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

Sample Business Registration Certificates are attached. Certain other forms, such as a Certificate of Authority to collect Sales and Use Taxes or a Certificate of Employee Information Report Approval, are not proof of business registration.

Any questions in this regard can be directed to the Division of Revenue at (609) 292-9292. Form NJ-REG can be filed online at: http://www.state.nj.us/treasury/revenue/gettingregistered.shtml

(Revised 10/16)
THESE ARE SAMPLES OF BUSINESS REGISTRATION CERTIFICATES.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:
Trade Name:
Address:

Certificate Number:
Date of Issuance:

For Office Use Only:

OR

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME:
TRADE NAME:
TAXPAYER IDENTIFICATION:
SEQUENCE NUMBER:
ADDRESS:
ISSUANCE DATE:
EFFECTIVE DATE:

(Revised 10/16)
SIGNATURE PAGE

<RFP# P-76-2016>

To the Board of Chosen Freeholders of the County of Monmouth:

THE UNDERSIGNED HEREBY DECLARES THAT
I (WE) HAVE CAREFULLY EXAMINED THE SPECIFICATIONS.
I (WE) HEREBY CERTIFY PRICES QUOTED ARE IN ACCORDANCE
WITH YOUR REQUIREMENTS.

Company Name: ______________________________________________

Preparer’s Name: ______________________________________________

Signature: ______________________________________________________

Address: ______________________________________________________

Telephone No.: ________________________________________________

Fax No.: ______________________________________________________

E-Mail Address: ________________________________________________

Contact Person: ________________________________________________

FEIN: _________________________________________________________

(Federal Employee ID)

(Revised 9/2015)
APPENDIX

- Construction Plans (Please note that plans are not final, and may be subject to revisions)
- Construction Specifications (Specifications also are not final, and may be subject to revisions)
- Construction CED 2016
- ROW ER, July 30, 2014
- CED approved 2004
- Monmouth County Division of Engineering Federal Aid Program Projects Policies and Procedures Handbook

Please contact the Monmouth County Project Engineer:

Fred Passeggio, P.E.
(732) 431-7760 x6690
Fred.Passeggio@co.monmouth.nj.us

to obtain a CD or for a download to your FTP site