



Monmouth County Park System

805 NEWMAN SPRINGS ROAD, LINCROFT, NJ 07738
www.monmouthcountyparks.com

Stephanie Weise, QPA
Phone: (732) 842-4000 Ext. 4330
Fax: (732) 842-4162

NOTICE OF RFP Exempt Services

The Monmouth County Park System is soliciting proposals through a Fair and Open process in accordance with the N.J.S.A. 19:44A-20.4 et seq.

Sealed RFP responses will be received by the Purchasing Agent on **THURSDAY, DECEMBER 11, 2014 at 10:00 AM** at the Park System Purchasing Department located at the Monmouth County Park System Headquarters, 805 Newman Springs Road, Lincroft, NJ 07738 at which time and place responses will be opened for:

APPRAISAL SERVICES – COUNTY OF MONMOUTH
(1) WATER MAIN EASEMENT, HARTSHORNE WOODS PARK
AND
(2) SEWER LINE EASEMENT, SHARK RIVER PARK
(PS #73-14)

Specifications and instructions may be obtained at the Purchasing Office or on the Monmouth County Park System website, www.monmouthcountyparks.com; “Doing Business With Us”; “Requests for Proposal”.

Respondents shall comply with the requirements of Affirmative Action P.L. 1975 C127 (N.J.S.A. 17:27 et seq). Statement of Ownership (N.J.S.A. 52:25 – 24.2) is required with your proposal. A copy of your New Jersey Business Registration is preferred with the proposal but mandatory prior to award of contract.

Stephanie Weise, QPA
Purchasing Agent



THE NATION'S FIRST ACCREDITED PARK AND RECREATION AGENCY

Serving the Citizens of Monmouth County Since 1961
RECYCLED PAPER

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1. Introduction

The Monmouth County Park System invites you to submit a proposal for:

- (1) APPRAISAL OF FAIR MARKET RENTAL VALUE FOR 1.074 ACRES VACANT LAND, SUB-SURFACE WATER MAIN EASEMENT, BLOCK 783, LOT 9, AND BLOCK 782, LOT 17, HARTSHORNE WOODS PARK, TOWNSHIP OF MIDDLETOWN, OWNER: COUNTY OF MONMOUTH
- (2) APPRAISAL OF FAIR MARKET RENTAL VALUE FOR 0.397 ACRES VACANT LAND, SUB-SURFACE SEWER LINE EASEMENT, BLOCK 152.01, LOT 1.01(P/O), SHARK RIVER PARK, TOWNSHIP OF TINTON FALLS, OWNER: COUNTY OF MONMOUTH

2. Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the Monmouth County Park System, hereinafter referred to as owners, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the owner, will become part of any contract awarded as a result of this RFP.

2.1. Proposal Submission Information

Proposals must be accompanied by the completed "Proposal Checklist," and must be enclosed in a sealed envelope, bearing the project name and the name of address of the respondent on the outside.

Submission (On or Before) Date and Time:

THURSDAY, DECEMBER 11, 2014 at 10:00 am

Number of Original Proposals to be submitted: Two (2) Original Proposals with Original Signatures
***Please Note: Fax copies will not be accepted.**

Submission Office:

Stephanie Weise, Purchasing Agent
Monmouth County Park System Headquarters
805 Newman Springs Road
Lincroft, NJ 07738
(732) 842-4000 Ext. 4330
(732) 842-4162

Clearly mark the submittal package with the title of this RFP and the responding firm, addressed to the Purchasing Agent.

Only those RFP responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written

application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

2.2. Using Department Information

Please direct all questions in writing, by mail, e-mail, or fax:

**Monmouth County Park System
Acquisition & Design Department
805 Newman Springs Road
Lincroft, NJ 07738
Attention: Francesca Martone
732-842-4000, Ext. 4304
732-842-3640 (Fax)
E-mail: fmartone@monmouthcountyparks.com**

2.3. Statutory and Other Requirements

2.3.1. Compliance with Laws

Any contract entered into between the vendor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contract Law. The vendor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The vendor shall sign and acknowledge such forms and certificates as may be required by this section.

2.3.2. Mandatory Affirmative Action Compliance

No firm may be issued a contract unless it complies with the Affirmative Action requirements of P.L. 1975, C. 127 as identified in the document attached.

2.3.3. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Vendors are required to read Americans with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The vendor is obligated to comply with the Act and hold the owner harmless.

2.3.4. Statement of Ownership

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders who own ten (10) percent or greater interest therein. The vendor shall complete and submit the form of statement that is included in this RFP.

2.3.5. N.J. Business Registration Certificate

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:

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.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor.

Before final payment of the contract is made by the contracting agency, the contractor shall submit an 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 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. or f. 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>

**THESE ARE SAMPLES OF THE ONLY ACCEPTABLE
N.J. BUSINESS REGISTRATION CERTIFICATES:**

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name:	
Trade Name:	
Address:	
Certificate Number:	
Effective Date:	
Date of Issuance:	
For Office Use Only:	

OR

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 322 TRENTON, N.J. 08646-0322</small>
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
		 Acting Director New Jersey Division of Revenue
<small>FORM-BBC(09-01)</small>		<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>

2.3.6. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

2.3.7. Insurance

For the duration of this agreement, the vendor will procure and maintain insurance, at the vendor's expense, provided by insurance companies authorized to do business in the State of New Jersey, covering all services performed under this Agreement by the Professional or the Professionals subcontractors, as follows:

- (a) General Liability and Property Damage Insurance: The Professional shall maintain General Liability and Property Damage Insurance, in an amount of not less than \$1,000,000.00 combined single limit, covering the Professional and the Professional's subcontractors. The policy shall insure against claims for bodily injury, including accidental death, as well as claims for property damage which may arise from the services rendered under this Agreement, whether performed directly by the Professional or by the Professional's subcontractor or by anyone directly or indirectly employed by either.
- (b) Business/Personal Automobile Coverage: The Professional shall maintain Comprehensive Automobile Liability Insurance, in an amount of not less than \$1,000,000.00 combined single limit, covering all vehicles used by the Professional in furtherance of this contract, prior to commencement of work under this Agreement.
- (c) (For Professional Services Contract only) Professional Liability (Errors & Omissions) Insurance: The Professional shall maintain Professional Liability Insurance in an amount of not less than \$1,000,000.00 combined single limit covering the Professional and the Professional's sub-contractor.
- (d) Workers' Compensation Insurance: The Professional shall maintain Workers' Compensation Insurance in accordance with the Laws of the State of New Jersey.
- (e) **Prior to award the lowest responsible bidder will provide the Park System with a copy of their Certificate of Liability Insurance in the amounts stated in the specifications. Bidder must supply the Certificate of Liability Insurance within five days of notification by the Agency. Failure to provide such Certificate within this time period will be grounds for rejection of bid. The certificate for Public Liability/Property Damage and Business/Personal Automobile coverage must name the County of Monmouth, Monmouth County Board of Recreation Commissioners, and their respective officers, servants and agents as additional insured on all policies except the Worker's Compensation policy.**

2.3.8. Indemnification

The vendor hereby agrees to indemnify and hold harmless the Board of Recreation Commissioners and the County of Monmouth, their agents, servants, and employees from and against all loss, damage, claims, actions, liability and expense, in connection with the loss of life, bodily injury, and/or property damage, if occasioned in whole or in part by any negligent act or omission of the professional or the professional's agent's, servants, employees, and subcontractors limited to services performed under the terms and conditions of this contract. This obligation shall include the provision of a defense for the County of Monmouth and the Board at all stages of the claims or judicial process.

2.3.9. Alternate Dispute Resolution

Non-Binding Mediation: If a dispute between the County and the Contractor arises during the course of the contract, the parties will participate, in good faith, in non-binding mediation.

Either party may demand such mediation by written notice of 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 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 person on each list will be excluded from further consideration. The chosen mediator shall be the person who is the combined highest-ranking mediator on both preference lists excluding the fifth person on each list. 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 the 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, the lack of such an 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 mediations 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 part, 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.

2.4. Addenda

All addenda will be posted on the Monmouth County Park System website (www.monmouthcountyparks.com). It is the responsibility of the vendor to check the website prior to submission of proposal.

2.5. Multiple Proposals Not Accepted

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

2.6. Failure to Enter Contract

Should the vendor, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another vendor.

2.7. Commencement of Work

The vendor agrees to commence work after receipt of a Purchase Order and upon notice from the using department to proceed.

2.8. Termination of Contract

If, through any cause, the vendor shall fail to fulfill in a timely and proper manner obligations under the Contract if the vendor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the vendor of such termination at least 30 days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the vendor any sum or sums set forth in the Contract.

The vendor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the owner under this provision. In case of default by the vendor, the owner may procure the articles or services from other sources and hold the vendor responsible for any excess cost occasioned thereby.

2.9. Notice of Award

The successful vendor will be notified of the award of contract upon a favorable decision by the governing body. The Purchasing Agent will then send a Purchase Order and Voucher to the vendor.

**2.10. Prompt Payment of Construction Contracts P.L. 2006, c. 96
(if applicable)**

When the Professional has performed in accordance with the provisions of the contract, and the invoice (bill) including a properly prepared, dated and signed voucher for the work has been approved and certified by the Monmouth County Board of Recreation Commissioners and the Monmouth County Board of Chosen Freeholders, the board shall pay the amount due to the contractor for each payment not more than 30 days after the date received. The invoice shall be deemed approved and certified 20 days after the board receives it unless the board, before the 20 day period, informs the contractor in a written statement of the amount withheld and the amount to be paid, the reason for withholding the payment and how the deficiency can be cured.

Approved (bills) with a properly prepared, dated and signed voucher will be approved for payment by the Board of Recreation Commissioners at the first public meeting after the 20th day. After the board approves payment of invoices (bills) with properly prepared, dated and signed voucher, invoices will be forwarded to the Board of Chosen Freeholders for their approval. All payments will be released in accordance with the attached payment schedule and will be mailed unless other arrangements have been made with our Accounts Payable Department.

In the event that Alternate Dispute Resolution is needed, mediation is the method that shall be used.

2.11. Ownership of Material

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the vendor for the purpose of assisting the vendor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the owner or permitted by the owner to be used by their parties at any time except in the performance of the resulting contract. Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The vendor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2000 or MacIntosh System 10.

TWO (2) APPRAISAL REPORTS

(1) APPRAISAL OF FAIR MARKET RENTAL VALUE FOR 1.074 ACRES VACANT LAND, SUB-SURFACE WATER MAIN EASEMENT, BLOCK 783, LOT 9, AND BLOCK 782, LOT 17, HARTSHORNE WOODS PARK, TOWNSHIP OF MIDDLETOWN, OWNER: COUNTY OF MONMOUTH

(2) APPRAISAL OF FAIR MARKET RENTAL VALUE FOR 0.397 ACRES VACANT LAND, SUB-SURFACE SEWER LINE EASEMENT, BLOCK 152.01, LOT 1.01(P/O), SHARK RIVER PARK, TOWNSHIP OF TINTON FALLS, OWNER: COUNTY OF MONMOUTH

() If this box is checked, this appraisal is of a partial taking of _____ acres and a value estimate of a portion of the property shall be required with a statement of the Highest and Best Use before the acquisition and the Highest and Best Use of the remainder.

(X) If this box is checked this is **not** a Green Acres Program project and this appraisal must conform only to the specifications contained herein.

() If this box is checked, this is a New Jersey Green Acres Program project and this appraisal must conform with the Program’s specifications as well as those contained herein. Please go to Green Acres Program website at <http://www.state.nj.us/dep/greenacres>; then into Site Index, then Appraisal Services – Scope of Work to obtain the current Green Acres Program specifications. All appraisers submitting a fee proposal for a Green Acres Program project must be on the Program’s list of approved appraisers. Also, in addition to the site inspection, the appraiser may be required to attend a pre-appraisal, on-site meeting with representatives of the Park System and Green Acres.

Each appraisal shall be prepared in accordance with the Uniform Standards of Professional Appraisal Practices (USPAP) by a State Certified General Real Estate Appraiser. The report shall contain the following:

I. INTRODUCTION

A. Title Page

1. Name of property owner.
2. Identification of property by street address, tax block(s) and lot(s), municipality and county.
3. Area of the property in approximate acres and/or square feet.
4. Area and interest being leased for utility easement.
5. Date of valuation.
6. Identification of appraiser (name, firm and address).
7. **Project – Name: 1) Sub-surface water main easement at Hartshorne Woods. 2) Sub-surface sewer line easement at Shark River Park.**

- B. Letter of Transmittal
 - 1. Market rental value.
 - 2. Date of valuation.
 - 3. Appraiser's signature, S.C.G.R.E.A. number and date signed.
 - 4. Information pertinent to the report.
- C. Table of Contents
 - 1. Reference required sections to specifically identified pages each consecutively numbered.
- D. Summary of Salient Facts & Conclusions
 - 1. Type of property.
 - 2. Location of property.
 - 3. Purpose of appraisal.
 - 4. Inspection date.
 - 5. Valuation date.
 - 6. Land area of property.
 - 7. Improvements, type, size and condition.
 - 8. Highest and best use.
 - 9. Interest appraised.
 - 10. Value Indication: Sales comparison approach/utility easement rental.
 - 11. Type of appraisal.
 - 12. Type of report.
 - 13. Name of property owner.
 - 14. Date of report.
 - 15. Special conditions: NOTE: copy of easement documents are attached.
- E. Signed certification of appraisal
- F. Statement of assumptions and contingent limiting conditions

II. PURPOSE OF APPRAISAL

- A. Reason for the appraisal, and statement of purpose and use.
- B. Description of rights or interest: A fair market rental of easement.
- C. Definition of market value as indicated in USPAP, the Appraisal Foundation.

III. SITE INSPECTION

- A. Site visit as may be necessary for first hand knowledge of property and neighborhood location.

IV. DESCRIPTION OF PROPERTY

- A. General Property Identification
 - 1. Region, county, municipality, block(s) and lot(s) and street address.
 - 2. Neighborhood, development and value trends.
- B. Site Description

1. Physical characteristics, size and shape (average width, maximum depth) and approximate total area.
2. Present use, road frontage.
3. Existing easements and rights-of-way.
4. Streams, ponds and Category One streams.
5. Topography and steep slopes.
6. Special features.
7. Wetlands, soils and environmental constraints or hazards. All freshwater wetland analysis shall be based on the NJ Freshwater Wetlands maps unless a wetland delineation survey is available. **It is estimated that approximately $\pm 0\%$ of the subject property is in wetland.** In the event a wetland delineation survey is provided after completion of this appraisal, the appraiser shall provide a letter of addendum which will revise the appraised value, if warranted, with this letter to be provided at no additional charge.
8. Utilities present, i.e. water, sewer, gas and electric.

C. Interest Being Appraised

1. Entire taking or partial taking with detailed description of taking and remainder.
2. Easements, life estates, utilities, etc.

D. Title History

1. Include copy of deed if sold within last five (5) years and list Grantor, Grantee, Deed Book, Page and Date of Recording. If not transferred in last five (5) years, so note.
2. Report and analyze any Contract of Sale, Option, Listing Agreements or Subdivision Plans.

E. Zoning

1. State the Land Use Zoning and any State environment laws or Department of Environmental Protection rules and regulations in effect at the time of the site inspection that affect the value of the property.

V. HIGHEST AND BEST USE

NOTE: The appraiser shall consider the uses of the property that are physically possible, legally permitted, financially feasible and maximally productive.

- A. The Highest and Best use of the property as if Vacant and Improved.
- B. If the existing and/or legal use is not the premise on which valuation is based, the appraisal shall contain an explanation that the property is available and adaptable for a different Highest and Best Use and there is a demand for that use in the market.
- C. In a partial taking, the appraiser shall state the specific Highest and Best Use of the property before acquisition and the Highest and Best Use of the remainder.

VI. APPRAISAL PROCESS AND DOCUMENTATION

- A. The Before and After method of Valuation shall be used where the appraiser and Park System staff have agreed that there are no damages to the remainder.

- B. The appraisal shall define all three (3) approaches to value and shall include all applicable approaches to value. If an approach is not considered applicable, the appraiser shall state why in the report. All pertinent calculations used in developing the approaches shall be shown.
- C. Where the Cost Approach is utilized; the appraisal shall note the specific source of Cost Data and an explanation of each type of accrued depreciation.
1. At least five (5) comparable land sales presented in a sales grid for comparison and analysis.
 2. Structure value shall be determined through the Marshall Valuation Service, and/or Marshall & Swift, etc. for the estimated replacement cost and depreciation and shown in the report.
 3. **For County insurance purposes, the appraisal report shall provide the replacement value of all structures, even if the Cost Approach is determined by the appraiser not to be applicable to the highest and best use value conclusion for the property.**
- D. **In the Sales Comparison Approach, the appraiser shall always consider comparable sales within the immediate vicinity and the same market area as the subject property. The appraisal report shall contain a direct comparison of pertinent comparable sales to the subject property and a statement setting forth the analysis and reasoning supporting each item of adjustment.**
1. At least five (5) comparable sales shall be **considered and** recited in the report.
 2. In relation to each comparable sale the appraiser shall state:
 - a. Sale price.
 - b. The date of sale including Deed Book and Page.
 - c. Grantor/Grantee.
 - d. Consideration.
 - e. Financing – parties, rate amount and terms.
 - f. Conditions of sale.
 - g. Location – block, lot, street address, municipality, county.
 - h. Total area.
 - i. Types of improvements, if applicable.
 - j. Zoning – use and area requirements.
 - k. Highest and Best Use at the date of sale.
 - l. Person or agency with whom sales information was verified.
 - m. Other pertinent analysis and evaluation data (i.e. utilities, easements, etc.).
 - n. Narrative explanation of each item of adjustment.
 4. A grid of comparable sales indicating categorical adjustments shall be included.
 5. The appraiser must verify the financing and conditions of sale from the usual sources, such as buyer, seller, broker, attorney. Sales to non-profit groups must be verified with the Grantee to determine the zoning utilized or other special appraisal scenarios that would affect value.
 6. Pertinent comparable sales data shall include identified photographs.
 7. All comparable sales shall be personally inspected in the field by the appraiser.
 8. Tax map depiction of each comparable sale is to be included.
 9. Value conclusion shall be shown as the value of the entirety or, if applicable, value of the portion of the property being appraised, and shall also be shown on a per acre basis for all land values.
- E. Where the Income Approach is used, the appraisal report shall be documented to support the income, expenses, interest rate, remaining economic life and capitalization rate.
1. Economic rent will be supported by comparable leases.
 2. Comparable lease location map and photos must be included.

3. When it is determined that the economic rental income is different from the existing or contract income, the increase or decrease shall be explained and supported by market information.
 4. When estimating the value of a leased fee estate or a leasehold estate, consider and analyze the effect on value, if any, of the terms and conditions of the lease.
- F. Where two or more of the approaches to value are used, the appraisal shall show the correlation of the separate indications of value derived by each approach as well as a reasonable explanation for the final conclusion of value.

NOTE: As the County of Monmouth is a condemning authority, there is a possibility the appraiser may be asked to appear before a condemnation panel or court to support the estimate of fair market value. For this reason, the appraiser is strongly encouraged to support all statements made in the appraisal regarding market trends and resultant impacts to value through the use of footnotes and by listing all sources. Generalizations and unsupported statements should be avoided. Along with this, all calculations should be clearly explained and illustrated for ease of understanding.

Also, prior land sales to the County of Monmouth and to all other Government entities transactions should not be used as comparable sales in the appraisal as County and Government entities have the right of Eminent Domain, which may impact value.

VII. PHOTOGRAPHS

The appraisal shall include identified photographs of the subject property including all principal above ground structures or unusual features affecting the value of the property.

Labeled photographs of all of the comparable sales analyzed are required.

VIII. MAPS

The appraisal report shall contain a tax map or project reference map of the subject property indicating boundary dimensions, locations of improvements and significant features of the property. In reference to partial acquisitions, a map indicating the area to be acquired, the relationship of the improvements to the taking area and the area of the remainder will be provided.

IX. PROJECT IMPACT ON EVALUATION

The appraiser shall disregard any decrease or increase in market value of the subject property prior to the date of valuation caused by the public improvement or project for which the property is to be acquired.

X. ADDENDA AND EXHIBITS

The appraisal report shall include:

- A. Location Map – should show location of subject in relation to general area.
- B. Comparability Map – indicates subject property and location of comparable sales.

- C. Certified Letter to property owner.
- D. Deed, if sold within the last five (5) years.
- E. Plat plan and other pertinent exhibits.
- F. Wetlands and environmental constraints map.

XI. WORK PRODUCT SUBMISSION

- A. The appraiser shall deliver three (3) signed, certified true copies of the appraisal report to the Monmouth County Park System, Land Preservation Office.
[] If this box is checked, this is a Green Acres Program project and four (4) copies of the report shall be delivered.

XII. COMPLETION OF SERVICES

- A. Authorization to Proceed: upon entering into a contract for this appraisal, work shall be completed **within thirty (30) days** of receipt of a Purchase Order.

XIII. AWARD OF CONTRACT

- A. Award of contract shall be based on lowest price submitted and other considerations, such as:
- Qualifications of the individuals who will perform the task and the amount of their respective participation.
 - Experience, references and reputation in the particular field of endeavor.
 - Ability to perform the task in a timely fashion (including staffing, familiarity with subject matter, attendance at meetings, etc.).
 - Competitiveness of rates (fees and expenses).
 - Familiarity of Monmouth County and the property values within the county.
 - Familiarity of the type of property being appraised.
 - Other factors, if demonstrated to be in the best interest of the county.
 - Understands and cooperates in following governmental specifications.

XIV. QUALIFICATIONS

- A. Appraiser must have significant experience in providing appraisal services to New Jersey counties and/or other New Jersey public entities.
- B. Appraiser must have significant experience in public land acquisition pursuant to the New Jersey Eminent Domain Act and providing testimony in New Jersey Superior Court as an expert witness in appraisal matters on behalf of counties and/or other New Jersey public entities.
- C. Appraiser must satisfy the USEPAP Competency Rule for this appraisal assignment.

XV. SUBMISSIONS TO BE INCLUDED WITH FEE PROPOSAL

- A. Name of the individual(s) that will prepare the appraisal.

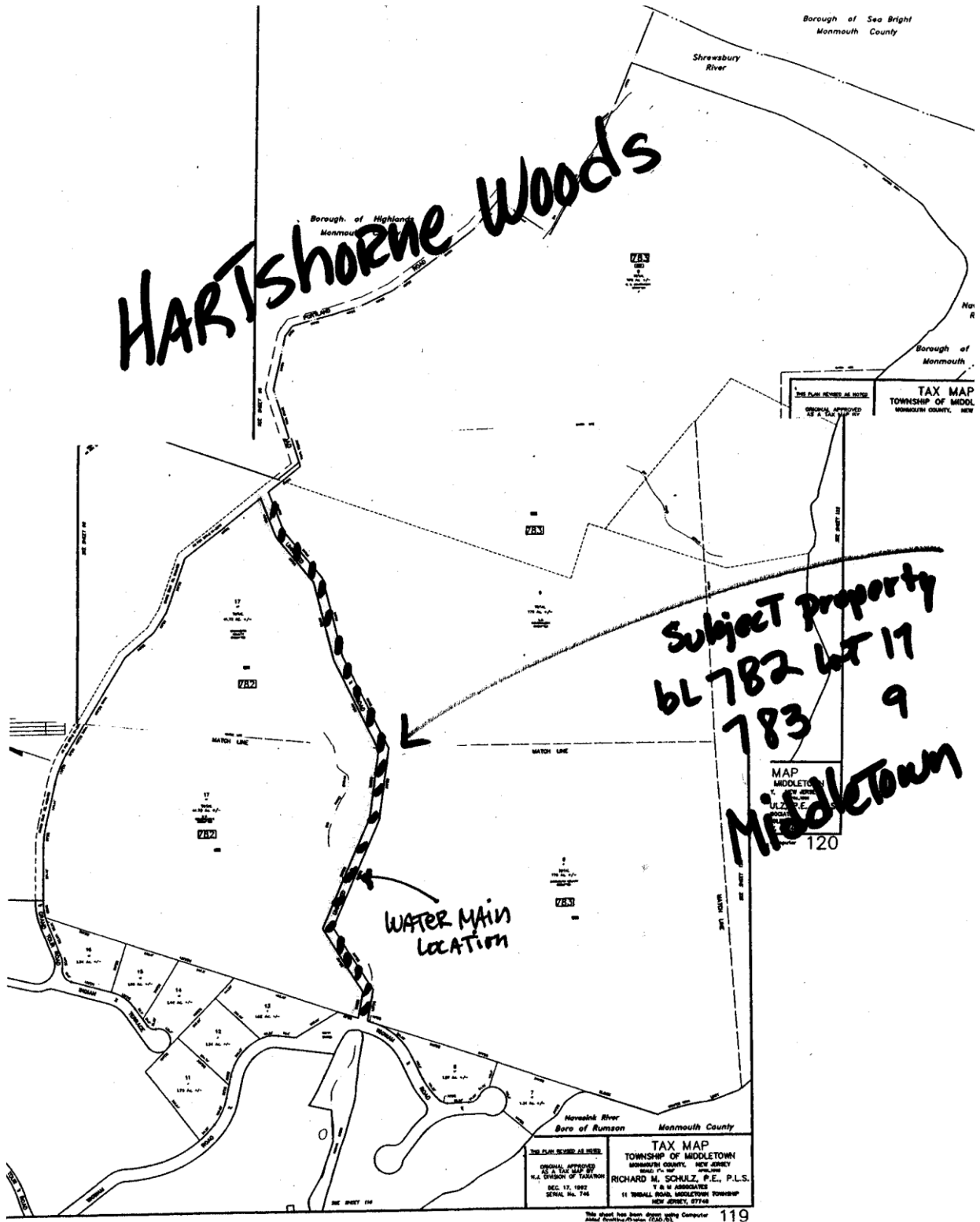
- B. Professional experience, qualifications and education of the individual(s) to perform the appraisal including a listing of experience with the County of Monmouth and/or experience with other New Jersey counties or public entities, upon request.
- C. Listing of professional licenses and certifications held by the individual(s) to perform the appraisal.
- D. Provide separate hourly rates for the appraiser(s) and all employees in the firm that would be involved in providing testimony or in preparation for providing testimony in Superior Court.
- E. A description of the support staff available to the individual(s) that will prepare the appraisal.
- F. A list of professional references with information on previous projects, with names, addresses and telephone numbers of individuals with direct knowledge relating to the appraiser's experience in the preparation of appraisals, upon request. (Please use attached form).
- G. Upon request, the successful firm shall supply a copy of a recent appraisal(s) prepared for governmental entities for public land acquisition projects.

PROPERTY DETAIL REPORT

Hartshorne Woods

Address: Grand Tour Road
Locust, NJ 07760
(Middletown Twp.)

	<u>Block 782 / Lot 17</u>	<u>Block 783 / 9</u>
Municipality:	Middletown Township	Middletown Township
Total Assessment:	\$3,539,800.00	\$13,150,000.00
Land Assessment:	\$3,529,800.00	\$13,150,000.00
Improvements Assessment:	N/A	N/A
Total Taxable Assessment:	\$3,529,800.00	\$13,150,000.00
Assessed Year:	2014	2014
Improved %:	N/A	N/A
Tax Year:	2014	2014
Property Tax:	Public Property (15C) Tax Exemption (170)	Public Property (15C) Tax Exemption (170)
Area: ±	42.0 Acres	178.0 Acres



RIGHT OF WAY EASEMENT – WATERLINE

HARTSHORNE WOODS PARK

RIGHT OF WAY AND EASEMENT LEASE AGREEMENT

THIS AGREEMENT entered into this 7th day of July 1994,

BETWEEN

NEW JERSEY AMERICAN WATER COMPANY, located at 661 Shrewsbury Avenue, Shrewsbury, hereinafter referred to as the "Water Company", County of Monmouth, and State of New Jersey;

AND

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS AND THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS, located in Freehold, New Jersey hereinafter referred to as the "County";

W I T N E S S E T H

WHEREAS, the Monmouth County Board of Chosen Freeholders has designated the Monmouth County Board of Recreation Commissioners as its agent in operating and maintaining this lease agreement; and

WHEREAS, the County is the owner of certain real property known as Lot 17, Block 1499 in Hartshorne Woods Park in the Township of Middletown, New Jersey; and

WHEREAS, the Water Company has contracted to provide water service to serve the Borough of Highlands; and

WHEREAS, the said project requires the installation of one (1) twelve inch (12") water main running approximately 2340 linear feet which crosses the said property owned by the County; and

WHEREAS, approval by the County, State Green Acres Office and the New Jersey State House Commission, September 19, 1994 for such utilization of the subject property has been obtained, and such approval requires a written agreement between the Water Company and the County with respect to an easement for the project.

NOW, THEREFORE, the foregoing being incorporated herein, and in consideration of the mutual covenants, conditions, and agreements herein set forth, the parties hereto agree to the following:

1. The County does hereby give, grant and convey unto the Water Company, its successors and assigns, an exclusive easement and right-of-way Lease Agreement for one (1) twelve inch (12") water main. Such easement and right-of-way being referred to herein as the "Easement"; in, across, under and over the premises situated in the Township of Middletown, County of Monmouth, and State of New Jersey, such premises being more particularly described as a 2340' by 20' wide permanent easement containing 1.074 acres along an existing maintenance drive through the eastern portion of the Park adjacent the former Highlands Army Air Defense Site (HADD5) as shown on Exhibit "A" attached

hereto and made a part thereof, and hereinafter referred to as the "Premises", for the sole purpose of installing and maintaining water main.

2. The Easement shall be an exclusive easement conveyed to the Water Company for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, and replacing said one (1) twelve inch (12") water main running approximately 2340 linear feet. Said facility is to be installed pursuant to construction plans prepared by the Water Company.

3. The Water Company agrees to furnish to the County an "as built" survey of the water main, supporting structures and appurtenances, including but not limited to grading, drainage and existing utilities, landscaping and any such facility which may cross, over, under or across the Premises subject to the Easement.

4. The Water Company, its' successors and assigns shall have the right to enter in and upon the Premises subject to the Easement, with men, material, and machinery and both vehicular and pedestrian traffic at any and all times as may reasonably be required for the sole purpose of constructing, maintaining, or repairing the aforesaid water main, supporting structures, and appurtenances. The Water Company shall notify the Superintendent of County Parks, or his designee at the Monmouth County Park System Administrative Offices, 805 Newman Springs Road, Lincroft, New Jersey 07738 of its' intention to enter the property prior to doing so.

5. The County does further warrant and covenant with the Water Company as follows:

- a. The County has good and marketable title to the Premises and has the right to convey this Easement, subject to NJ Green Acres Office and the State House Commission approval.
- b. The Water Company shall have an exclusive right to quietly enjoy the Easement solely for the purposes set forth in this Agreement.
- c. The Easement is free from all encumbrances, except those restrictions governing the use and change of use of Dedicated Park Land governed by the State of New Jersey Green Acres Office.
- d. The County does hereby expressly permit entry by the Water Company upon the Premises subject to the Easement for any purposes hereof upon furnishing notice of said entry to the Superintendent of County Parks, or his designee at the Monmouth County Park System Administrative Offices, 805 Newman Springs Road, Lincroft, NJ 07738.

6. The County shall at all times have the right to use the Premises subject to the Easement for any lawful purpose, to include landscaping, provided however, the the said use shall not interfere in any way with any of the purposes of this Easement.

7. The Water Company agrees that upon any opening made for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, and replacing said one (1) twelve inch (12") water main running approximately 2340 linear feet made by the Water Company in connection with any of the purposes of this Easement, said opening shall be backfilled and restored, to and said work shall be to the satisfaction and approval of the Superintendent of County Parks or his designee, such restoration and planting

plans by the Monmouth County Park System and all said work is to be done at the expense of the Water Company.

8. As consideration for this Easement, the Water Company shall pay to the County a rental sum of \$1,500.00 per annum, said payment to be due and payable to the Monmouth County Board of Recreation Commissioners by January 1 of each year, and said annual rental sum shall be reviewed during the fifth year of the lease, with any adjustment in the amount of the annual rental rate so determined to be effective January 1 of the next five (5) year period thereafter. The annual rental value shall be adjusted at the end of each five (5) year lease period (and every five (5) years thereafter), based on a rental value appraisal prepared by a licensed real estate appraiser to be obtained by the Monmouth County Board of Recreation Commissioners reflecting any change in the annual fair market value of said Easement which value shall be used as the annual rental rate during the next five (5) year period of the lease.

The Water Company will provide two (2) fire hydrants along the Easement to provide fire protection for Hartshorne Woods Park.

The Water Company will install a storm drainage control pipe, as detailed by the County Park System, from approximately station 11+00 to station 25+00. The new drainage pipe will help control an existing run-off and erosion problem along the steeper portions of the existing dirt road.

The Water Company will install three inch (3") of compacted asphalt millings over the existing dirt road within the Easement. The millings are permeable and yet will provide a solid surface for walking, biking, and County Park System vehicles.

9. The Water Company will hold the County "harmless" to the extent that erosion problems or other damages arising out of the installing, laying, operating, maintaining, inspecting, removing, repairing, and replacing, said one (1) twelve inch (12") water main but not limited to, existing facilities above and below ground within or around the described Easement areas on the Premises are caused or exacerbated by the Water Company's constructing on the premises, the Water Company at its cost, shall correct all such erosion problems and other damages, including but not limited to any and all loss, damage, claims actions, liability and expense and contract and in tort, in connection with the loss of life, bodily injury, and/or property damage if occasioned in whole or in part by an act or omission of or a defect in workmanship, installation, construction, design, operating, inspection, removing, repairing and the placing of said one (1) 12' water main furnished by the Water Company, it's contractors, sub-contractors or by any of the agents, servants, employees, or material men of the Water Company, but not limited to existing facilities above and below ground within or around the described easement area on the premises. This duty to hold harmless shall include the provision of defense by the Water Company at all stages of the claims of judicial process. Additionally, the Water Company, at it's cost, shall correct all such erosion problems and any other damages, as referenced above, to the satisfaction and approval of the County Park Superintendent or his designee, in accordance with the restoration and planting plans, herein referred to in Section #7 of this agreement.

10. At such time, if ever, as the Water Company shall determine that the one (1) twelve inch (12") water main shall no longer be needed for public water purposes, the same shall revert to the County the water main, support structures and appurtenances removed, the area restored in accordance with the restoration and planting plans. herein referred to in Section #7 of this Agreement. And upon satisfactory completion and the acceptance of this restoration work by the Superintendent of County parks or his designee this Easement Agreement shall become null and void.

11. The Water Company shall limit its construction of said one (1) twelve inch (12") water main to the Easement limits as described in Exhibit "A" attached being part of this Lease Agreement.

12. The County shall be responsible for maintaining the Premises at its own expense, except that if the Water Company shall open the Premises or shall cause any other damage thereon, the Water Company shall be responsible for restoring the Premises in accordance with Section #7 hereof.

13. In all references herein to any parties, persons or entities, the use of the singular shall include the plural and vice versa, and the masculine shall include the other genders and vice versa, as the context may require.

14. Wherever in this Lease Agreement any party shall be designated or referred to by name or general reference, such designation is intended to, and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representative, successors, and assigns" had been inserted after each and every such designation.

15. If during construction it becomes necessary to remove any tree over six inches (6") in caliber, the same type of tree, as approved by the County, must be replaced at a 2:1 ratio, in accordance with a restoration and planting plan as referred herein in Section #7.

16. As Hartshorne Woods Park, of which these Premises are part, is classified and designated "Dedicated Park Land" any proposed changes, additions or deletion to any part of the this Lease Agreement must be approved jointly by the Water Company, the County, NJ Green Acres Office and the NJ State House Commission.

17. During the term of this Lease Agreement the Water Company shall also provide in any contractual agreement for work to be performed on the subject Premises, but not limited to installing, laying, operating, maintaining, inspecting, removing, repairing, and replacing said one (1) twelve inch (12") water main running approximately 2340 linear feet, that contractors, so retained by the Water Company shall provide liability insurance in the amount not less than one million (1,000,000.00) dollars naming the Monmouth County Board of Chosen Freeholders and the Monmouth County Board of Recreation Commissioners as an "Additional Insured" and proof of said insurance coverage to be furnished to the Board of Recreation Commissioners prior to commencing work. Additionally, the contractors shall be required to provide a defense to the County of Monmouth at all stages of the claims of judicial process.

18. Any correspondence or communication shall be directed in care of the Monmouth County Park System, Superintendent of County Parks, 805 Newman Springs Road, Lincroft, New Jersey 07738.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed and acknowledge the day and year first above written.

ATTEST: *Richard C. Wenner*

NEW JERSEY AMERICAN WATER COMPANY

BY: *Matthew H. Lane*

WITNESS:
Richard C. Wenner
Richard C. Wenner
Clerk of the Board of
Chosen Freeholders

MONMOUTH COUNTY
BOARD OF CHOSEN FREEHOLDERS

Harry Larrison, Jr.
Harry Larrison, Jr. Director

WITNESS:
James J. Truncer
James J. Truncer
Secretary-Director

MONMOUTH COUNTY BOARD OF
RECREATION COMMISSIONERS

Adeline H. Lubkett
Adeline H. Lubkett, Chairman

STATE OF NEW JERSEY)
COUNTY OF MONMOUTH)

Signed and sworn be it remembers that on this 1st day of December 1994, before me, the subscriber personally appeared Richard C. Wenner, who, being by me duly sworn on his oath, deposes and proves to my satisfaction that he is the Clerk of the Monmouth County Board of Chosen Freeholders, the Grantor named in the within instrument, that Harry Larrison, Jr., is the Director of said Board; that the execution, as well as the making of this instrument has been duly authorized by a proper resolution of the Monmouth County Board of Chosen Freeholder; that deponent well knows the seal of said Board; and the seal affixed to said instrument, is such Board's seal and was thereto affixed, and said instrument signed and delivered by said Director as and for his voluntary act and deed and as and for the voluntary act and deed of said Board, in the presence of deponent, who thereupon subscribed his name there to as witness.

Richard C. Wenner

Joan R. Ayers
JOAN R. AYERS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 7, 1995

Reviewed and Approved as to Form.
By: *Richard C. Wenner*

PROPERTY DETAIL REPORT

Shark River Park

Address: Jumping Brook Road
Along Shark River Brook
Tinton Falls, NJ

Block: 152.01 Lot(s): 1.01

Municipality: Borough of Tinton Falls

Total Assessment: \$1,188,500.00

Land Assessment: \$1,188,500.00

Improvements Assessment: N/A

Total Taxable Assessment: \$1,188,500.00

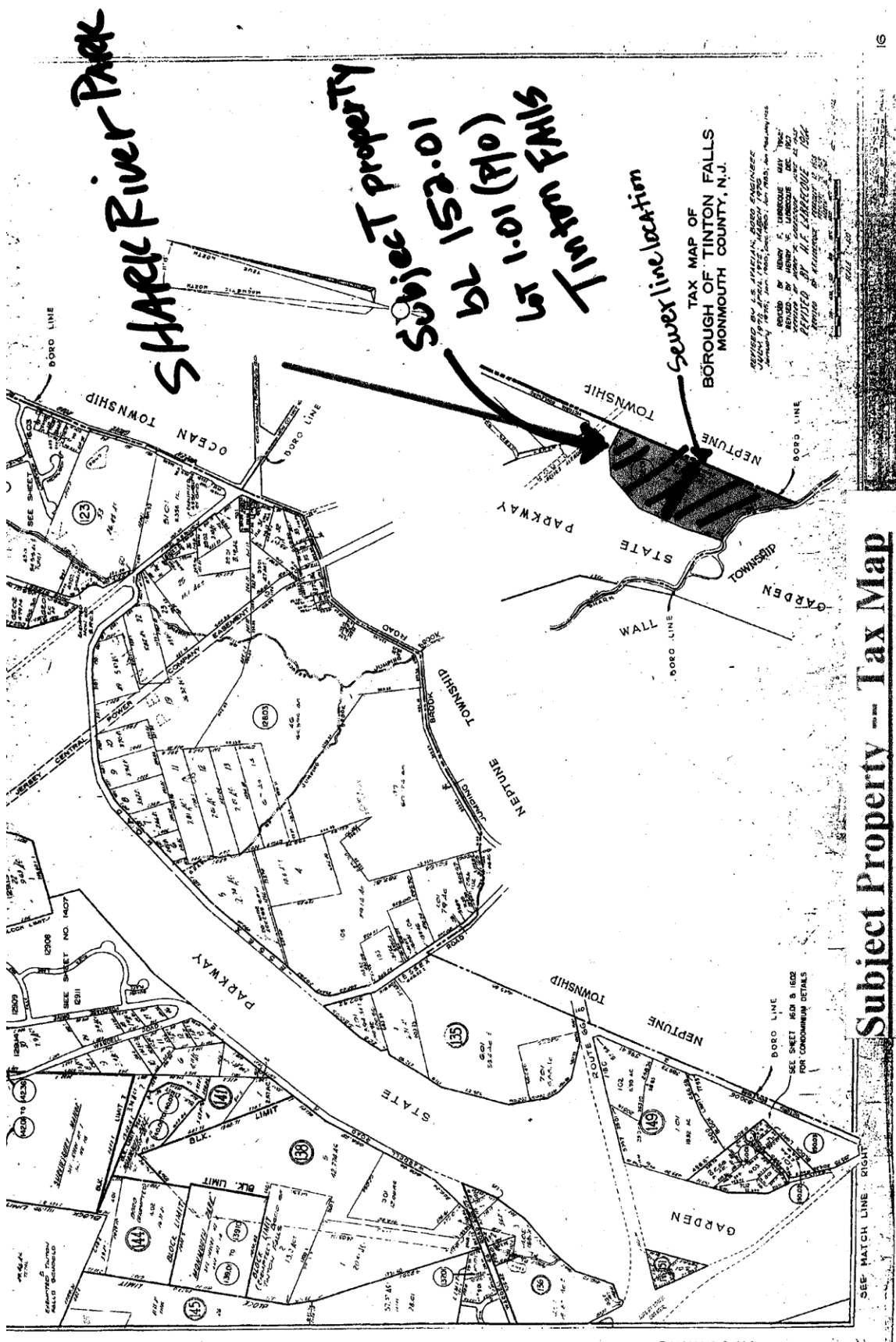
Assessed Year: 2015

Improved %: N/A

Tax Year: 2015

Property Tax: \$0.00

Area: ±23.77 Acres



Subject Property -- Tax Map

RIGHT OF WAY EASEMENT – SEWER LINE

SHARK RIVER PARK

RIGHT OF WAY AND EASEMENT LEASE AGREEMENT

THIS AGREEMENT entered into this 17 day of July, 1989

BETWEEN TOWNSHIP OF WALL, a municipal corporation of the state of New Jersey, located at 2500 Municipal Court Township of Wall, County of Monmouth and State of New Jersey, hereinafter referred to as the "Township";

AND MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS AND THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS, located at Freehold, New Jersey, hereinafter referred to as the "County";

WITNESSETH:

WHEREAS, The Monmouth County Board of Chosen Freeholders has designated the Monmouth County Board of Recreation Commissioners as its agent in operating and maintaining this lease agreement, any correspondence or communication shall be directed in care of the Monmouth County park System, Administrative Offices, Newman Springs Road, Lincroft, NJ 07738; and

WHEREAS, the County is the owner of certain real property known as Lot 1A, Block 152 in Shark River Park in the Borough of Tinton Falls, New Jersey; and

WHEREAS, the Township desires to provide sanitary sewer service in the North Wall area of the Township; and

WHEREAS, said project requires the installation of one (1) 21" gravity line running approximately 200 linear feet and two (2) 12" parallel sewer force main lines running approximately 500 linear feet which crosses the said property owned by the County; and

WHEREAS, approval by the County, State Green Acres Office and the New Jersey State House Commission for such utilization of the subject property has been obtained, and such approval requires a written agreement between the Township and the County with respect to an easement for the project

NOW, THEREFORE, the foregoing being incorporated herein, and in consideration of the mutual covenants, conditions and agreements herein set forth, the parties hereto agree as follows:

1. The County does hereby give, grant and convey unto the Township, its successors and assigns, an exclusive easement and right-of-way Lease Agreement for one (1) 21" gravity line running approximately 200 linear feet and two (2) 12" parallel sewer force main lines running approximately 500 linear feet only. Such easement and right-of-way being referred to herein as the "Easement"; in, across, under and over the premises situated

in the Borough of Tinton Falls, County of Monmouth and State of New Jersey, such premises being more particularly described as a 50' wide temporary easement for construction purposes (25' on either side of the proposed sewage force main) and a 25' wide permanent easement (12.5' on either side of the proposed sewage force main) running approximately 673 linear feet from Overbrook Drive westerly through Block 152, Lot 1A in the Borough of Tinton Falls to the Garden State Parkway, being the Park boundary on Exhibit "A" attached hereto and made a part thereof, and hereinafter referred to as the "Premises", for the sole purpose of installing and maintaining a one (1) 21" gravity line running approximately 200 linear feet and two (2) 12" parallel sewer force main lines running approximately 500 linear feet.

2. The Easement shall be an exclusive easement conveyed to the Township for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, and replacing said one (1) 21" gravity line running approximately 200 linear feet and two (2) 12" parallel sewer force main line running approximately 500 linear feet. Said facility is to be installed pursuant to certain plans prepared by the engineering firm of Bay Pointe Engineering Associates, Inc., of Point Pleasant Beach, New Jersey, said plans entitled "North Wall Sewerage System - Contract 1", dated July 20, 1988 being incorporated herein by reference. "Exhibit A".

3. The Township agrees to furnish to the County an "as built" survey of one (1) 21" gravity line running approximately 200 linear feet and two (2) 12" parallel sewer force main lines running approximately 500 linear feet and supporting structures and appurtenances, including but not limited to grading, drainage, existing utilities, landscaping and any such facility which may cross, over, under, or across the Premises subject to the Easement.

4. The Township, its successors and assigns shall have the right to enter in and upon the Premises subject to the Easement, with men, material, and machinery and both vehicular and pedestrian traffic at any and all times as may reasonably be required for the sole purpose of constructing, maintaining, or repairing the aforesaid sewer force main supporting structures, and appurtenances. The Township shall notify the Superintendent of County Parks or his designee at the Monmouth County Park System Administration Offices, Newman Springs Road, Lincroft, NJ of its intention to enter the property prior to doing so.

5. The County does further warrant and covenant with the Township as follows:

a. The County has good and marketable title to the Premises and has the right to convey this Easement, subject to New Jersey Green Acres Office, and the State House approval.

b. The Township shall have an exclusive right to quietly enjoy the Easement solely for the purposes set forth in this Agreement.

c. The Easement is free from all encumbrances, except those restrictions governing the use or change of use of Dedicated Park Land governed by the State of New Jersey Green Acres Office.

d. The County does hereby expressly permit entry by the Township upon the Premises subject to the Easement for any purposes hereof upon furnishing notice of said entry to the Superintendent of Parks or his designee at the Monmouth County Park System Administration Offices, Newman Springs Road, Lindcroft, NJ.

6. The County shall at all times have the right to use the Premises subject to the Easement for any lawful purpose, to include but not limited to pedestrian trail, service access, and/or landscaping, provided however, that the said use shall not interfere in any way with any of the purposes of this Easement.

7. The Township agrees that upon any opening made for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, and replacing said one (1) 21" gravity line running approximately 200 linear feet and two (2) 12" parallel sewer force main lines running approximately 500 linear feet made by the Township in connection with any of the purposes of this Easement, said opening shall be backfilled and restored to, and said work shall be to the satisfaction and approval of the County Park Superintendent or his Designee, such restoration and planting plans by a licensed Engineering firm retained by the Township of Wall, all said work to be done at the expense of the Township.

8. As consideration for this Easement, the Township shall pay to the County a rental sum of \$1,700.00 per annum, said payment to be due and payable to the Monmouth County Board of Recreation Commissioners by January 1 of each year, and said annual rental sum shall be reviewed during the fifth year of the lease, with any adjustment in the amount of the annual rental rate so determined to be effective January 1 of the next five (5) period thereafter. The annual rental value shall be adjusted at the end of each five (5) year lease period (and every five (5) years thereafter), based on a rental value reappraisal prepared by a licensed real estate appraiser to be obtained by the Monmouth County Board of Recreation Commissioners reflecting any changes in the annual fair market value of said Easement which value shall be used as the annual rental rate during the next five (5) year period of the lease.

9. The Township will hold the County "harmless" to the extent that erosion problems or other damages arising out of the installing, laying, operating, maintaining, inspecting, removing, repairing, and replacing said one (1) 21 " gravity line running approximately 200 linear feet and two (2) 12" parallel sewer force main lines running approximately 500 linear feet but not limited to, existing facilities above and below ground within or around the described easement areas on the Premises are caused or exacerbated by the Township's construction on the Premises, the Township at its cost, shall correct all such erosion problems and other damages, to the satisfaction and approval of the County Park Superintendent or his designee, in accordance with the restoration and planting plans, herein referred to in Section #7 of this Agreement.

10. Both the Township and the County agree that severe soil erosion problems presently exist in the area. This erosion stems from run-off collected along State Highway #33, running southerly through these


18. As the one (1) 21" gravity line running approximately 200 linear feet and two (2) 12" parallel sewer force main lines running approximately 500 linear feet will cross on top of the County's existing storm water drain line and as the existing drain line is old and as replacement, when necessary of this drain line, after installation of the sewer force main, may cause stress or damage to the force main, by disturbance of the subsoil, the Township, at its own expense will encase the existing drain line in cement to ensure its future integrity and support, as well as to protect the sewer force main from erosion at that point and to facilitate future replacement when necessary, in accordance with an approved plan and specification by a licensed engineer to be retained by the Township of Wall for doing said work.

19. As Shark River Park, of which these Premises are part, is classified and designated "Dedicated Park Land" any proposed changes, additions or deletions to any part of this Lease Agreement must be approved jointly by the Township, the County, New Jersey Green Acres office and the New Jersey State House Commission.

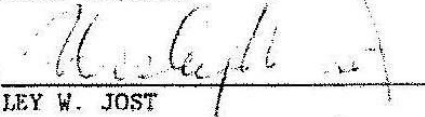
20. During the term of this lease agreement the Township shall also provide in any contractual agreement for work to be performed on the subject premises, but not limited to installing, laying, operating, maintaining, inspecting, removing, repairing, and replacing said one (1) 21" gravity line running approximately 200 linear feet and two (2) 12" parallel sewer force main lines running approximately 500 linear feet that contractors, so retained by the Township shall provide liability insurance in the amount not less than one million (\$1,000,000.00) dollars naming the Monmouth County Board of Chosen Freeholders and the Monmouth County Board of Recreation Commissioners as an "Additional Insured" of said insurance coverage she be furnished to the Board of Recreation Commissioners prior to commencing work.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed and acknowledged the day and year first above written.


ATTEST


BEATRICE M. GASSNER,
Township Clerk

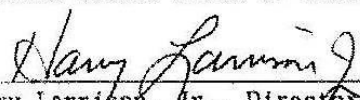
TOWNSHIP OF WALL

By: 
WESLEY W. JOST
Mayor

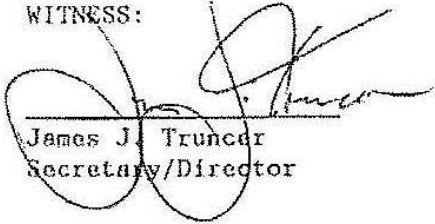
WITNESS:


Richard C. Wenner
Clerk of the Board of
Chosen Freeholders

MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS


Harry Larrison, Jr., Director

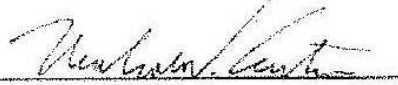
WITNESS:


James J. Truncer
Secretary/Director

MONMOUTH COUNTY BOARD OF RECREATION
COMMISSIONERS


Adeline H. Lubkert, Chairman

Reviewed and Approved as to Form

By: 
Malcolm V. Carton
County Counsel

PROPOSAL FORMS CHECKLIST

(PS # 73-14)

(Owner's checkmarks)		Items submitted with bid (Bidder's INITIALS)
↓	A. FAILURE TO SUBMIT ANY OF THESE ITEMS WITH THE PROPOSAL IS <u>MANDATORY</u> CAUSE FOR REJECTION OF THE PROPOSAL	↓
<u>X</u>	Respondent's Proposal (two copies requested)	_____
<u>X</u>	Statement of Ownership	_____
<u>X</u>	Non-Collusion Affidavit	_____
<u>X</u>	Acknowledgement of Addenda	_____
	B. ITEMS PREFERRED WITH THE PROPOSAL, BUT <u>MANDATORY</u> PRIOR TO AWARD OF CONTRACT	
<u>X</u>	Copy of Respondent's N.J. Business Registration Certificate	_____
<u>X</u>	Copy of subcontractors N.J. Business Registration Certificate	_____
<u>X</u>	EEO/Affirmative Action Compliance Notice	_____
<u>X</u>	Certificate of Employee Information Report	_____
<u>X</u>	Reference/List of previous and/or active relevant work	_____

THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS:

PRINT OFFICIAL COMPANY NAME: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL DOCUMENTS

Proposal

RRFP #14-52 & 14-53
PS # 73-14 _____

Submitted by: _____
(Company Name)

PROVIDING PROFESSIONAL APPRAISAL SERVICES FOR:

(1) FAIR MARKET RENTAL VALUE FOR 1.074 ACRES VACANT LAND, SUB-SURFACE WATER MAIN EASEMENT, BLOCK 783, LOT 9, AND BLOCK 782, LOT 17, HARTSHORNE WOODS PARK, TOWNSHIP OF MIDDLETOWN, OWNER: COUNTY OF MONMOUTH

(2) FAIR MARKET RENTAL VALUE FOR 0.397 ACRES VACANT LAND, SUB-SURFACE SEWER LINE EASEMENT, BLOCK 152.01, LOT 1.01(P/O), SHARK RIVER PARK, TOWNSHIP OF TINTON FALLS, OWNER: COUNTY OF MONMOUTH

TO THE MONMOUTH COUNTY PARK SYSTEM, LINCROFT, NEW JERSEY.
TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS.

The undersigned hereby declares that he/she has carefully examined the advertisement, specifications, and form of contract for furnishing the specified items and that he/she will execute the contract according to the specifications, terms, and conditions with respect to the following:

1. Cost to conduct a Site Inspection for each site, and submit \$ _____
two (2) Appraisal Reports, one (1) for each easement.

TOTAL COST \$ _____

Appraisal services shall not commence until appraiser receives a Purchase Order from the Park System and shall be completed **WITHIN THIRTY (30) DAYS** of receipt of Purchase Order.

Payment schedule for services shall be as follows:

100% of contracted amount shall be paid when three (3) copies of the Appraisal Report [four (4) copies if Green Acres Program project] are delivered to the Monmouth County Park System.

VARIANCE IF ANY: _____

The undersigned is a partnership under the laws of the State of _____
a corporation (circle one)
an individual

having principle offices at:

ADDRESS: _____

BUSINESS PHONE: _____ FAX NUMBER: _____

E-MAIL: _____ WEB ADDRESS: _____

CONSULTANT (Printed): _____

SIGNATURE _____

DATED _____

FEDERAL TAX ID # OR SOCIAL SECURITY # _____

STATE CERTIFIED GENERAL REAL ESTATE APPRAISER _____

Please note: requirements for Certificate of Liability Insurance to be submitted before award of contract, Page 6, Item #2.3.8 (e)

**ALL APPRAISAL REPORTS SHALL BECOME THE PROPERTY
OF THE MONMOUTH COUNTY PARK SYSTEM**

CONSULTANTS QUALIFICATION AND REFERENCES

The Bidder must supply a minimum of three references. References must be from jobs similar to this project.

References

1. Contact: _____
Company Name: _____
Address: _____
Phone Number: _____
Project: _____
Description of Work: _____

2. Contact: _____
Company Name: _____
Address: _____
Phone Number: _____
Project: _____
Description of Work: _____

3. Contact: _____
Company Name: _____
Address: _____
Phone Number: _____
Project: _____
Description of Work: _____

4. Contact: _____
Company Name: _____
Address: _____
Phone Number: _____
Project: _____
Description of Work: _____

STATEMENT OF OWNERSHIP

(N.J.S.A. 52:25-24.2)

The **BIDDER** 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 Bidder.

OR

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

NAMES:	ADDRESSES:
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

- Check here if additional sheets are attached.
- Check here to 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 bidder or any listed entities.

NAME OF BIDDER: _____

SIGNED BY: X _____

PRINT NAME & TITLE: _____

DATE: _____

NOTE: If an entity owns a 10% or greater interest in the Bidder, 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.

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS:
COUNTY OF _____)

(type or print affiant's name)

of full age, being first duly sworn according to law on my oath depose and
say that I am a lawful representative of

(type or print name of Bidder)

the Bidder making the Bid for the above cited project, and that I executed the said Bid with full
authority to do so; that said Bidder 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 cited project, and that all statements contained in said Bid and in this
affidavit are true and correct, and made with full knowledge that the Monmouth County Board of
Recreation Commissioners relies upon the truth of the statements contained in said Bid and in the
statements contained in this affidavit in awarding the Contract for the said 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 the Bidder.

Sworn and Subscribed to
before me this _____ day
of _____ 20 ____ /s/ _____
/s/ _____
(Title)

NOTARY PUBLIC OF _____
(state)
My commission expires _____

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.**

- f. 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.
- g. 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.
- h. 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.
- i. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
- Letter of Federal Affirmative Action Plan Approval
 - Certificate of Employee Information Report
 - Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)
- j. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Commission, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Commission and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes No
If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Commission as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes No
If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a \$150.00 Fee and forward a copy of the Form to the Commission. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ **SIGNATURE:** _____
PRINT NAME: _____ **TITLE:** _____
DATE: _____

MONMOUTH COUNTY PARK SYSTEM
805 NEWMAN SPRINGS ROAD
LINCROFT, NJ 07738
(732) 842-4000

ACKNOWLEDGMENT OF ADDENDA

BIDDER acknowledges receipt of the following listed Addenda that have been issued for this Project. BIDDER warrants that this Bid fully accounts for all requirements, terms and conditions of these Addenda. (BIDDER must type or print acknowledged Addenda numbers and dates --- OR check the box indicating that NO ADDENDA WERE RECEIVED.

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

NO ADDENDA WERE RECEIVED

ACKNOWLEDGED FOR: _____
(Name of Bidder/Vendor)

Bid #: _____

Signature _____

Name: _____
(Please Print)

Title: _____

Date: _____

PLEASE SUBMIT THIS SHEET WITH YOUR BID PACKET