



# Monmouth County Park System

805 NEWMAN SPRINGS ROAD, LINCROFT, NJ 07738  
[www.monmouthcountyparks.com](http://www.monmouthcountyparks.com)

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## 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 **Wednesday December 4, 2024, 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:

### PROFESSIONAL ENGINEERING SERVICES FOR ACCESS IMPROVEMENTS TO HILLSIDE ROAD AREA AT SHARK RIVER PARK, NEPTUNE TOWNSHIP, NEW JERSEY (PS #58-24)

Specifications and instructions may be obtained at the Purchasing Office or on the Monmouth County Park System website, [www.monmouthcountyparks.com](http://www.monmouthcountyparks.com).

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.

Jennifer Kaczala, 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

(PS#58-24)

**The Monmouth County Park System invites you to submit a proposal for providing Professional Engineering Services for access improvements to Hillside Road area at Shark River Park, Neptune Township, New Jersey.**

## 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: Wednesday December 4, 2024, at 10:00am.**

**Number of Original Proposals to be submitted: Two (2) Original Proposals with Original Signatures**

**\*Please Note: Fax copies will not be accepted.**

#### **Submission Office:**

Jennifer Kaczala, QPA  
Purchasing Agent  
Monmouth County Park System Headquarters  
805 Newman Springs Road  
Lincroft, NJ 07738  
(732) 842-4000 Ext. 4217  
(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: Susan Molzon  
732-842-4000, Ext. 4262  
732-842-3640 (Fax)  
E-mail: [Susan.Molzon@co.monmouth.nj.us](mailto:Susan.Molzon@co.monmouth.nj.us)**

Please submit all questions at least nine (9) business days prior to Submission Due Date.

## **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 GOODS, SERVICES, AND CONSTRUCTION\* CONTRACTS**

Proof of valid business registration (a Business Registration Certificate) with the New Jersey Department of Treasury, Division of Revenue must be submitted to the contracting agency prior to the award of any contract, including purchase orders. No contract will be awarded without proof of such business registration. N.J.S.A. 52:32-44 imposes the following requirements on contractors and on all subcontractors that knowingly enter into a contract, or construct a construction project, with a contractor in the fulfillment of a contract with a contracting agency. \*In the case of a construction contract, "subcontractor" shall mean only designated subcontractors who are required by N.J.S.A. 40A:11-16 to be named in the submission of a bid.

A subcontractor named in a bid or other proposal 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 contract 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 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.

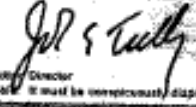
Sample Business Registration Certificates are attached for convenience. Questions on obtaining a Business Registration Certificate or on the law and its requirements can be directed to the Division of Revenue at (609) 292-9292.

(Revised 5/2017)

THESE ARE SAMPLES OF BUSINESS REGISTRATION CERTIFICATES.

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

OR

<b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>		DEPARTMENT OF TREASURY DIVISION OF REVENUE P.O. BOX 282 TRENTON, N.J. 08646-0282
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:		
FORM-BRO(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

### 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 subcontractor.
- (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 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.

### **2.4. Addenda**

All addenda will be posted on the Monmouth County Park System website ([www.monmouthcountyparks.com](http://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 County Commissioners, 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 20<sup>th</sup> day. After the board approves payment of invoices (bills) with properly prepared, dated and signed voucher, invoices will be forwarded to the Board of County Commissioners 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 USB (Flash) Drive and/or CD-ROM media compatible with Microsoft Office Operating System.

### 3. Specifications

(PS#58-24)

#### 3.1. Project Description

Established in 1960 with 24 acres of surplus land from construction of the Garden State Parkway, Shark River Park is the first and oldest Monmouth County Park. Today, there are over 990 acres along either side of the Shark River in Neptune and Wall Township. River access is available at the Hillside Road Area of Shark River Park located near Brighton Ave and Hillside Rd in Neptune. This small section of the park allows visitors to watch wildlife, go fishing or to put-in kayaks at the Shark River.

In 2023, the Monmouth County Park System purchased the residential property located at 728 S Riverside Dr, Neptune (Block 5110, Lot 9, Neptune) to improve access to the Hillside Road Area. The property consists of a 2,093 square foot, single-family, wood frame residential dwelling built in 1951 on a 0.29-acre lot. The dwelling has three floors, and the property has multiple wood decks, exterior stairs and retaining walls. There is a driveway entrance on S Riverside Dr, and a secondary driveway with garage access on Hillside Rd. The building is serviced by municipal water and New Jersey Natural Gas. The dwelling is currently vacant.

It is the intent of MCPS to issue a single construction contract to demolish the house and construct a pedestrian pathway to connect S Riverside Dr and Hillside Rd. Due to the steep slopes and grade change between S Riverside Dr and Hillside Rd, the demolition of the existing dwelling should be done in coordination with the proposed improvements to minimize site disturbance and soil exposure.

The proposed site improvements shall provide pedestrian access for public use, specifically for visitors to the MCPS Hillside Road Area of Shark River Park. Consideration should be given to the needs of various park users, including those seeking access for kayaking, and fishing. A viewing platform or landing area should be provided on the uphill portion of the property to provide views of the river and downhill areas. This platform or landing area shall be ADA accessible from S Riverside Dr. If feasible and practical, an ADA accessible route between S Riverside Dr and Hillside Rd should be provided. The pedestrian pathway shall include multiple places for rest breaks. Other site improvements shall include a drinking water fountain, restoration of existing landscaping, and removal or restoration of existing driveways.

The proposed design shall extend beyond the above-mentioned property to provide a safe pedestrian route from 728 S Riverside Dr to the MCPS Hillside Rd Area/River Access point located at 2 Hillside Rd, Neptune. This route may include new trail connections on adjacent MCPS properties located at 2 Hillside Dr and 20 Hillside Rd, improvements on the municipal road, improvements on the adjacent municipal property located at 12 Hillside Rd, or a combination thereof.

The project area is located within the NJDEP CAFRA zone.

### **3.2. Scope Of Work**

The fundamental objective of this contract is to generate a design and prepare bid documentation for its execution for the demolition of the house and construction of a pedestrian connection between Riverside Dr and Hillside Rd, and a pedestrian route to the Hillside Rd Area/River Access point located at 2 Hillside Drive. Specifically, the scope of work may require, but is not limited to, the following tasks:

- Perform baseline-controlled field survey to locate existing topographic features. Field survey shall be sufficient to include probable project limits plus reasonable extensions to show matches to existing conditions.
- Develop concept plans for design alternatives.
- Identify and obtain all necessary Federal, State and Local permits.
- Prepare interim plans.
- Prepare final bid documents.
- Prepare construction cost estimates.
- Provide Bidding services to assist in the administration of the construction bid. Park System will advertise, distribute, and open bids. Consultant shall prepare any necessary Addendums or clarifications in response to questions from potential bidders. Consultant will prepare a bid tabulation, bid evaluation and recommendation of award.
- Construction administration services.

### **3.3. Submissions**

As a minimum, the Consultant will be required to make submissions in accordance with the following:

- Conceptual
  - Permit (submissions to jurisdiction authorities)
  - Interim
  - Final - Plans & Specifications
- The Conceptual and Interim submission shall include electronic copies of plans and specifications for review by the Park System. Review comments will be returned to the Consultant within two (2) weeks of plan receipt.
  - The Final submission shall include one (1) final set of all plans (to scale) and one (1) master set of project technical specifications electronically and two (2) signed hard copies each. Contract drawing size shall not be larger than 24" x 36".
  - Drawings prepared with CAD shall also be submitted electronically on format compatible with AutoCAD 2025, AutoCAD 2025LT, and Windows 10 Operating Systems.

- All text documentation shall also be submitted electronically on MS Word, and Windows 10 Operating Systems.

### **3.4. Conceptual Submission**

Conceptual reports, plans and/or sketches shall be submitted as early as possible in the design process and should include, as a minimum, the following:

- Baseline survey.
- A discussion on proposed construction methodology for demolition of the residential dwelling and associated site features.
- A listing of all requisite Federal, State and Local permits for the completion of the project. The Park System will assume that the Consultant has dialogued with the respective regulatory agencies prior to the conceptual submission.
- A preliminary construction cost estimate for each task associated with the project.
- Concept plans of design alternatives. Alternatives shall provide feasible alternative alignments and pedestrian access routes to provide a continuous walking path from S Riverside Dr to the existing parking area and access point located at 2 Hillside Road.
- The conceptual submission shall be made to the Park System for their review and comment. Design staff should be available for questions via telephone and for a minimum of one internal presentation to Park System personnel, and one presentation to Monmouth County Division of Engineering. In response to all Park System comments, the design team will either revise the design or present convincing arguments stating their professional opinion to the contrary.

### **3.5. Permits: (submissions to jurisdiction authorities)**

Obtain all required local, State and Federal construction and environmental permits necessary for the proposed project. The work to be performed as outlined elsewhere herein may require, but is not limited to the following permits:

- NJDEP CAFRA Permit.
- Freehold Soil Conservation District Soil Erosion & Sediment Control Plan Certificate.
- The Consultant shall be responsible for final determination of which permits are required for the proposed work and shall be responsible for preparing all drawings, computations, applications, and other pertinent data attendant to securing said permits. The Consultant will also be responsible for meetings with the permitting agencies and for incorporating all comments and revisions which can be reasonably anticipated. Permit fees will be provided by the Park System and should not be reflected in the proposal.
- Submission of permit drawings/applications and utility relocation plans may be made separately from the interim submission and should be as early as possible so as not to delay the project schedule.

### **3.6. Interim Submission**

Interim plan submission shall incorporate the Park System's comments from review of the conceptual reports, plans and sketches. The Interim submission shall include plans, specifications, and quantity and cost estimates when project design is approximately 75% complete. As a minimum, the following should be submitted:

- The Consultant will present different combinations of construction tasks with cost estimations and time duration of for each task to allow the Park System the option of potentially phasing the total project over several construction contracts. The consultant shall also advise and recommend the most efficient approach to proceed.
- Plans will include the proposed horizontal and vertical alignments, limits of clearing, staging areas, deposition and regrading of excess fill, proposed drainage, utilities, access points and routes.
- Construction details.
- Soil erosion and sediment control plan.
- An interim construction cost estimate for each task associated with the project.
- Design staff should be available for questions via telephone and for a minimum of one internal presentation to Park System personnel and one presentation to Monmouth County Division of Engineering. As part of the interim submission, a reaffirmation of the construction cost estimates submitted in the conceptual submission will be required. In response to all Park System comments, Design staff will either revise the design or present convincing arguments stating their professional opinion to the contrary.

### **3.7. Final Submission**

Submission of final plans, specifications and cost estimates will incorporate all comments made by the Park System on previous submissions and shall be complete and ready for public bidding.

- Prepare construction plans and technical specifications for all phases of the entire project in accordance with current Monmouth County Park System format.
- Copies of the Monmouth County Park System "General Requirements" will be made available in Microsoft Office format for inclusion into the technical specifications. The Consultant shall make modifications to the Park System's General Requirements as may be necessary for construction of subject project.
- Prepare an itemized quantitative bid proposal for incorporation into the standard Park System Bid Proposal form.
- Prepare an itemized Engineer's construction cost estimate.

### **3.8. Construction Administration**

The Consultant shall provide bidding assistance and construction administration services. During the bidding process, the Consultant shall provide responses to questions from potential bidders and shall

assist the Park System in preparation of Addendums as needed. The Consultant shall review submitted bids and provide a recommendation of construction contract award. During construction, the Consultant shall:

- Respond to Contractor's Requests for Information,
- Review shop drawings and submittals,
- Provide signed and sealed plans and information necessary for the Contractor to obtain building demolition permits,
- Conduct periodic inspections and site visits to monitor progress of the work and address field issues,
- Conduct a final inspection of the work and prepare a punchlist for completion,
- Re-inspect the site to verify completion of punchlist items, and
- Issue a Certificate of Substantial Completion.

### **3.9. Schedule**

The Consultant shall submit Final construction plans, specifications, and cost estimate within one year from the date of authorization of the contract.

### **3.10. Compensation**

Compensation for engineering services included under this contract shall be made on the basis of lump sum, based on progress of the work, in accordance with the submitted Proposal Form.

Periodic payments will be made during the course of work, based on progress reports submitted by the Consultant, and reviewed by the Park System. Invoices and progress reports shall be prepared in accordance with the approved Monmouth County format. The progress report shall include actual project tasks and their related percentage of the overall project, as contained in the original Consultant's proposal.

### **3.11. Permission To Publish And/Or Publicize Findings**

- Prior to written acceptance of the final report by MCPS, the Consultant shall not publish or otherwise publicize any information relating to the project or its findings without written permission from the Monmouth County Park System. 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 the MCPS Public Information Officer. The Consultant will release no information unless specifically directed by the MCPS Public Information Officer.

### **3.12. Content Of Proposal**

In addition to the Monmouth County Park System supplied Proposal Form the respondent shall also submit the following:

- The Firm's and Sub-consultant's Experience: Discuss and demonstrate the firm's success in directly providing engineering services for projects similar in nature and scope to the project described in this RFP. Identify no more than five (5), no less than three (3) previous projects that the firm has performed which are similar in nature and type to the

project described in this RFP. Provide information on the extent, quality, and relevance of the firm's experience, including client satisfaction information. If the proposer is a joint venture, delineate the areas of responsibility and expertise of each joint venture partner.

- **The Project Team's Experience:** Provide information by attaching the resumes of the proposed key personnel who will be assigned to this project detailing their managerial and technical qualifications.
- **Technical Approach:** Provide a statement of the proposed methodology, including project approach, and design objectives as described in this RFP. Provide and explain the proposed project management structure.
- **Firm's Capability:** Demonstrate the firm's capability to provide the requisite staff, managerial personnel, and other resources to meet and satisfactorily perform the scope set forth in this RFP. Specifically include a discussion of the firm's current workload and anticipated workload during the term of this contract.

### **3.13. Basis Of Award**

The Monmouth County Park System shall award a professional services contract to the responsible proposer whose proposal is determined to be the most advantageous to the Park System, taking into consideration:

- The pricing submitted on the Monmouth County Park System supplied Proposal form.
- Understanding of the scope of the work and the objectives of the project.
- Experience of the firm in similar work.
- Applicable qualifications of key office and field personnel.
- Experience of the firm in Park System procedures.
- Proximity to the project.
- Firm size and capacity to perform the work in a timely manner.

# PROPOSAL FORMS CHECKLIST (PS #58-24)

(Owner's checkmarks)	Items submitted with bid (Bidder's <b>INITIALS</b> )
<p>↓ <b>A. FAILURE TO SUBMIT ANY OF THESE ITEMS WITH THE PROPOSAL IS <u>MANDATORY</u> CAUSE FOR REJECTION OF THE PROPOSAL</b></p>	↓
<u>X</u> Respondent's Proposal (two copies requested)	_____
<u>X</u> Statement of Ownership Disclosure	_____
<u>X</u> Non-Collusion Affidavit	_____
<u>X</u> Acknowledgement of Addenda/Clarification (if any)	_____

<p><b>B. ITEMS PREFERRED WITH THE PROPOSAL, BUT <u>MANDATORY</u> PRIOR TO AWARD OF CONTRACT</b></p>	
<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	_____
<u>X</u> Certification of Non-Involvement in Prohibited Activities in Russia or Belarus	_____

**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**

**P R O P O S A L**

**PROVIDING PROFESSIONAL ENGINEERING SERVICES FOR ACCESS IMPROVEMENTS TO HILLSIDE ROAD AREA AT SHARK RIVER PARK, NEPTUNE TOWNSHIP, NEW JERSEY**

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 RFP, 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. CONCEPTUAL SUBMISSION \$ \_\_\_\_\_
  - 2. PERMITS \$ \_\_\_\_\_
  - 3. INTERIM SUBMISSION \$ \_\_\_\_\_
  - 4. FINAL SUBMISSION \$ \_\_\_\_\_
  - 5. CONSTRUCTION ADMINISTRATION \$ \_\_\_\_\_
- TOTAL COST:** \$ \_\_\_\_\_

Payment schedule for services shall be as described in the Specifications.

VARIANCE IF ANY: \_\_\_\_\_

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

having principal offices at:

ADDRESS: \_\_\_\_\_

BUSINESS PHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

CONSULTANT (Printed): \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATED \_\_\_\_\_

# PROFESSIONAL SERVICES CONTRACT SAMPLE

This Agreement made this {XX} day of {Month, Year}, by and between the Board of Recreation Commissioners, County of Monmouth, State of New Jersey, with offices at 805 Newman Springs Road, Lincroft, New Jersey 07738, hereinafter referred to as the "Board," and

*{VENDOR NAME  
STREET  
CITY, STATE, ZIP}*

Hereinafter referred to as the "Professional." The parties agree as follows:

1. Project Description: The Professional shall perform services under the terms and conditions of this Agreement as well as the specifications for {Proposal Title, (PS#XX-XX, Opening Date: xx/xx/20XX)}, the Professional's proposal in response to {PS#XX-XX} and the resolution awarding this Agreement, all of which are incorporated herein and made part of this Agreement as if set forth in full. Should there occur a conflict between the description of the scope of work set forth in this Agreement and the specifications, this Agreement shall prevail.
2. Fees: The Board agrees to pay the Professional for the services performed under this Agreement the sum of {\$0,000.00} in such manner as set forth in the proposal received {Insert Proposal Date xx/xx/20xx} and the proposal specifications.
3. Payment to the Professional: Payment shall be made upon performance of the services per the specifications set forth in {PS #xx-xx} to the satisfaction of the Board or the Board's appointed agent and upon submission of completed vouchers in the form supplied by the Board. The Professional shall not incur fees for services in excess of the monies periodically budgeted and authorized by the Board for payment to the Professional.

Should Professional either refuse or neglect to perform the service which Professional is required to perform in accordance with the terms of this Agreement, and if expense is incurred by the Board by reason of Professional's failure to perform, then and in that event, such expense shall be deducted from any payment due to Professional. Exercise of such set-off shall not operate to prevent the Board from pursuing any other remedy to which it may be entitled.

Acceptance of the final payment by the Professional shall be considered a release in full of all claims against the Board arising out of, or by reason of, the work performed, and materials furnished under the Agreement.

4. Additional Payment to the Professional: Any additional payment to the Professional over and above the amount specified in the original contract shall be authorized only upon the approval of the Board prior to the additional services being performed. The Professional must receive a resolution in writing indicating that the Board has authorized the additional services.
5. Contract Amendment Procedures: The Professional hereby recognizes that on all projects involving the County of Monmouth ("County"), strict compliance with New Jersey statutes and the New Jersey Administrative Code concerning contract amendments will be required. The Professional acknowledges that only the Board may authorize an amendment to the work administered by the Professional, whether the amendment is an addition, reduction, or any other change to the specified work. The Professional acknowledges that no consultant ever has the authority to authorize contract amendment work and is responsible to notify all of its employees and subcontractors that strict compliance with this aspect of the law will be required.
6. Termination: The Board may terminate this agreement at any time by written notice to the Professional. The notice may be delivered personally to the Professional or mailed by registered or certified mail, return receipt requested, to the Professional. If this Agreement is terminated by the Board, the Board shall be liable to the Professional for payment of fees as to services rendered by the Professional prior to the termination. Notwithstanding the above, the Professional, where applicable, shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Professional, and the Board may withhold any payments to the Professional for the purpose of set off until such time as the exact amount of damages due to the Board from the Professional is determined. Termination shall not operate to affect the validity of the indemnification provisions of this Agreement.

Access to Records: The Professional shall maintain books, records, documents and other evidence directly pertaining to the performance of services under this Agreement in accordance with accepted professional practice, appropriate accounting procedures and practices, and applicable state and federal law. The Professional shall also maintain the financial information and data used in the preparation of or in support of any cost submission required with regard to the

project.

The Board or any other concerned County, State or Federal entity, or their duly authorized representatives, shall have access to the Professional's books, records, documents, and other evidence of services performed, for the purpose of inspection, audit and copying. The Professional will provide adequate facilities for such access. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or auditing agencies. The Professional agrees to the disclosure of all information and reports resulting from access to records pursuant to this section to any governmental agency. In any case where the audit concerns the Professional, the auditing agency will afford the Professional an opportunity for an audit exit conference and an opportunity to comment on the pertinent portion of the draft audit report. The final audit report, if any, will include any written comments of the Professional.

The Professional shall maintain all documentation related to products, transactions, or services under this Agreement 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 as per *N.J.A.C 17:44-2.2*. In addition, records related to any dispute, appeal, litigation, claim settlement, or audit exception shall be maintained for three (3) years after the date of resolution of same.

Plans and/or Specifications: All plans and/or specifications prepared by the Professional become the property of the Monmouth County Park System.

9. No Discrimination: The Professional agrees to comply with the Anti-Discrimination in Employment requirements of N.J.S.A. 10:2-1, set forth in Exhibit A attached hereto. The Professional also agrees to comply with the Equal Employment Opportunity requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., set forth in Exhibit B attached hereto. The Professional also agrees to comply with the Americans with Disabilities Act requirements of 42 U.S.C. § 12101 et seq., set forth in Exhibit C attached hereto. The Professional shall not discriminate nor permit discrimination by any of its officers, employees, agents, representatives, or subcontractors against any person because of age, race, color, religion, national origin, sex, creed, religion, ancestry, marital status, affectional or sexual orientation, familial status, disability, nationality, gender identity or, with respect to otherwise qualified individuals, disability. The Professional will take all actions reasonably necessary to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, national origin, sex, creed, religion, ancestry, marital status, affectional or sexual orientation, familial status, disability, nationality, gender identity or, with respect to otherwise qualified individuals, disability. Such action shall include, without limitation, recruitment and recruitment advertising; layoff or termination; upgrading, demotion, transfer, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Professional shall impose these non-discrimination provisions by contract on all subcontractors hired to perform work related to this Agreement and shall take all reasonable actions necessary to enforce such provisions. The Professional will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
10. Covenant Against Contingent Fees: The Professional warrants that no person or company, other than a bona fide employee of the Professional, has been employed or retained to solicit or secure this Agreement in return for a commission, percentage, brokerage, or contingent fee. If the Professional breaches this provision, the Board has the right, in its discretion, (a) to annul this Agreement without further liability to the Professional or (b) to reduce the amount payable to the Professional under the Agreement by an amount equal to the commission, percentage, brokerage or contingent fee. If the latter option is chosen by the Board, the Professional will refund any overpayment, that is, if the revised remaining balance due under the Agreement is insufficient to offset the reduction.
11. Multi-Year Contracts. If the contract period extends beyond the Board's current budget year, the Agreement shall be subject to the availability and appropriation annually of sufficient funds in any subsequent year(s).
12. Insurance: For the duration of this Agreement, the Professional will procure and maintain insurance, at the Professional'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 Professional's subcontractors, as follows:
  - (a) Workers Compensation Insurance: The Professional shall maintain Workers' Compensation Insurance in accordance with the Laws of the State of New Jersey.
  - (b) Public Liability and Property Damages Insurance: The Professional shall maintain Public 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.

- (c) The County of Monmouth, Monmouth County Board of Recreation Commissioners, and their respective officers, servants and agents must be named as additional insured on all policies except the Worker's Compensation policy.
- (d) 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.
- (e) 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. Prior to commencing work the Professional will provide the Board with Certificates of Insurance in a form satisfactory to the Board of Recreation Commissioners as to each of the above coverages. The certificate for Public Liability/Property Damage and Business/Personal Automobile coverage shall name the County of Monmouth as additional insured. The County of Monmouth shall not be named as additional insured on the certificates covering Workers' Compensation Insurance and Professional Liability Insurance. The certificates will provide that the policies will not be changed or cancelled without at least 15 days written notice to the Board. If any coverage expires, is cancelled, or is replaced during the period of which proof of insurance is required under this Agreement, a renewal or replacement certificate will be provided to the Board prior to the expiration, cancellation or replacement of coverage. If any coverage expires, is cancelled, or is replaced before proof of renewal or replacement coverage is provided to the Board, the Professional will immediately cease work under this contract until a proper certificate of insurance is furnished to the Board.

13. Indemnification: The Professional agrees that it will protect, indemnify and hold harmless the County of Monmouth, its Board of Recreation Commissioners, the Monmouth County Board of County Commissioners, Monmouth County Constitutional Officers (Sheriff, County Clerk, Prosecutor and Surrogate), and their respective employees, volunteers, and agents (together, the "County Indemnified Parties"), from and against (and pay the full amount of) all liabilities, obligations, delays, penalties, charges, taxes, fees and costs, deposits, actions, damages, claims, demands, judgments, losses, attorneys' fees, expenses, and suits, and will defend the County Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property, arising out of (1) actual or alleged negligence, intentional, or wrongful conduct of the Professional or any of its officers, members, employees, agents, representatives, or subcontractors in connection with its obligations or rights under this Agreement, (2) actual or alleged Professional breach, (3) actual or alleged performance or non-performance of the Professional's obligations under this Agreement, or (4) the Professional's actual or alleged failure to pay its workers, suppliers, or subcontractors for labor or materials provided to the Board. The Professional's indemnity obligations hereunder shall not be limited by any coverage exclusions or other provisions in any insurance policy maintained by the Professional which is intended to respond to such events. The Professional's indemnification obligation shall not include claims that are finally determined to result from the sole negligence or willful misconduct of the Board.

A County Indemnified Party shall promptly notify the Professional of the assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Professional the opportunity to defend such claim, and shall not settle the claim without the approval of the Professional. The Professional 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, the County chooses to do so. These indemnification provisions are for the protection of the County Indemnified Parties only and shall not establish, of themselves, any liability to third parties. The provisions of this Indemnification shall survive termination of this Agreement.

14. Successors and Assigns: This Agreement shall be binding upon the Board and its successors and upon the Professional and the Professional's successors. This Agreement may not be assigned by the Professional without the prior written consent of the Board, which may be withheld in the Board's sole discretion for any reason, or for no reason at all. Any such approval given in one instance shall not relieve the assigning party of its obligation to obtain the prior written approval of the other party to any further assignment. The approval of any assignment shall not operate to release either party from any of its obligations under this Agreement unless the written approval specifically provides otherwise. Any assignment of this Agreement shall require the assignee to assume the performance of and observe all obligations, representations, and warranties of the assigning party under this Agreement.

15. Alternate Dispute Resolution (Non-Binding Mediation): If a dispute between the County and the Professional 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 if possible, or 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 party, whereupon either party may submit the dispute to the courts.

16. Forum for Litigation. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to any rights or any relationship between the parties arising therefrom shall be commenced before the Superior Court of New Jersey, venued in Monmouth County; provided, however, that when circumstances allow for federal jurisdiction (based on diversity of citizenship or otherwise), such legal actions and proceedings may be maintained in federal court having jurisdiction over the Board. The Professional irrevocably consents to the jurisdiction of such courts in any such actions or proceedings, and the Professional waives any objection it may have to the laying of the jurisdiction of any such action or proceeding.
17. Notices. Any notices that are provided pursuant to this Agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To the Board:

Monmouth County Board of Recreation Commissioners  
805 Newman Springs Road  
Lincroft, NJ 07738  
Attn: Andrew J. Spears, Director  
Email: AndrewJ.Spears@co.monmouth.nj.us  
Fax: 732-842-4162

with a copy to:

Jason Sena, Esq.  
Special County Counsel  
Archer & Greiner, P.C.  
10 Highway 35  
Red Bank, NJ 07701

To the Professional: *{use info for person signing the contract}*:

XYZ Corp.  
2 Main Street  
Anytown, NJ 12345  
Attn: Jane Doe, President  
Email: jdoe@xyzcorp.com  
Fax: 123-456-7890

Or to such other address or individual as any party may from time to time notify the other.

18. New Jersey Business Registration. The Professional has previously provided the Board with a copy of the Professional's New Jersey Business Registration Certificate and that of any named subcontractor, verifying that the Professional and subcontractors are properly registered with the New Jersey Department of the Treasury. The Professional 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) a subcontractor named in a bid or other proposal 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; 2) 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 contract performance; 3) prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency a complete and accurate list of all subcontractors or attest that none was used; 4) 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 taxable sales of tangible personal property delivered into this State.
- (ii) A contractor or subcontractor 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.

- 19. Counterparts. This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.
- 20. Annual Campaign Contribution Disclosure Requirements. Pursuant to N.J.S.A. 19:44A-20.27, Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.
- 21. Governing Law. This Agreement shall be governed by and construed in accordance with laws of the State of New Jersey.
- 22. Severability. In the event that a court of competent jurisdiction finds any term or clause in this Agreement to be invalid, unenforceable, or illegal, the same will not have an impact on other terms or clauses in the Agreement or the entire Agreement. Rather, such term or clause shall be regarded as stricken while the remainder of this Agreement shall continue to be in full effect. Such invalid, unenforceable, or illegal term or clause may be revised to the extent required to render the Agreement enforceable or valid, and the rights and responsibilities of the parties shall be interpreted and enforced accordingly, so as to preserve their agreement and intent to the fullest possible extent.
- 23. Drafting Responsibility. Neither party shall be held to a higher standard than the other party in the interpretation or enforcement of this Agreement as a whole or any portion hereof as a result of having assumed primary drafting responsibility of this Agreement.
- 24. Compliance with Applicable Law. The Professional shall, and shall cause all subcontractors to, perform in accordance with Applicable Law. The Professional shall provide all notices, reports, and submissions required by Applicable Law. In the event that revisions in laws, rules, regulations, or other Applicable Law require changes to the Professional's performance under the Agreement, the Professional shall comport with these updated requirements of Applicable Law.  
  
"Applicable Law" means any law, rule, regulation, requirement, guideline, action, determination, or order of, or legal entitlement issued or deemed to be issued by, any federal, state or local agency, court or other governmental body having jurisdiction, applicable from time to time regarding any transaction or matter contemplated by this Agreement.
- 25. No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer on any person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.
- 26. No Waivers. No action of the Board or Professional pursuant to this Agreement (including, but not limited to, any inspection, investigation, or payment), and no failure to act, shall constitute a waiver by either party of the other party's obligation to comply with any term or provision of this Agreement. No course of dealing or delay by the Board or

Professional in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice such party's rights, powers, and remedies.

27. No Consequential or Punitive Damages. In no event shall either party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages (but not actual or direct damages) based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory. The waiver of the foregoing damages applies only to disputes and claims as between the Board and the Professional. Nothing in this paragraph shall limit the obligation of the Professional to indemnify, defend and hold harmless the County Indemnified Parties for any special, incidental, consequential, punitive or similar damages payable to third parties resulting from any act or circumstance for which the Professional is obligated to indemnify the County Indemnified Parties in accordance with and to the extent provided hereunder.

IN WITNESS WHEREOF, the Board and the Professional have executed this Agreement on the dates indicated below.

MONMOUTH COUNTY BOARD  
OF RECREATION COMMISSIONERS

*{Insert Full Vendor Name}*

BY: \_\_\_\_\_  
Kevin Mandeville, Chairman

BY: \_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_  
Andrew J. Spears, Director

ATTEST:  
  
\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

PURCHASE ORDER NO. \_\_\_\_\_

## 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 DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)       Limited Liability Company (LLC)
- Partnership       Limited Partnership       Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **County of Monmouth, Monmouth County Park System** relying on the information contained herein and that I am 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 information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **County** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

**NON-COLLUSION AFFIDAVIT**

(N.J.S.A. 52:34-15)

STATE OF \_\_\_\_\_ )

§:

COUNTY OF \_\_\_\_\_ )

**Re: Providing a proposal for Professional Engineering Services for access improvements to Hillside Road area at Shark River Park, Neptune Township, New Jersey. PS#58-24**

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

I am the \_\_\_\_\_ (title)

of \_\_\_\_\_ (name of bidder), the bidder for the above named project, and that I executed the said bid with full authority so to do; that the 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 named project; and that all statements contained in the bid 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 bid 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\_\_.

**EXHIBIT A**

**MANDATORY ANTI-DISCRIMINATION IN EMPLOYMENT LANGUAGE  
N.J.S.A. 10:2-1**

**CONSTRUCTION, ALTERATION OR REPAIR OF ANY PUBLIC BUILDING OR PUBLIC WORK OR  
FOR THE ACQUISITION OF MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES CONTRACTS**

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

In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates.

No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex.

There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract.

This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L. 1985, c. 490 (C.18A:18A-51 et seq.).

(Revised 2/2017)

## EXHIBIT B

### 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/](http://www.state.nj.us/treasury/contract_compliance/))

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

(Revised 2/2017)

## EXHIBIT C

### **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. §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 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, servants, 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, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the 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, servants, 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, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

(Revised 2/2017)

**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](http://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:** \_\_\_\_\_

**CERTIFICATION OF NON-INVOLVEMENT IN  
PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS**

Pursuant to N.J.S.A. 52:32-60.1, et seq. and N.J.S.A.40A:11-2.2 (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify

*(Check the Appropriate Box)*

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

**OR**

C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

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*(Attach Additional Sheets If Necessary.)*

\_\_\_\_\_  
Signature of Vendor's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Vendor's Authorized Representative

\_\_\_\_\_  
Vendor's FEIN

\_\_\_\_\_  
Vendor's Name

\_\_\_\_\_  
Vendor's Phone Number

\_\_\_\_\_  
Vendor's Address (Street Address)

\_\_\_\_\_  
Vendor's Fax Number

\_\_\_\_\_  
Vendor's Address (City/State/Zip Code)

\_\_\_\_\_  
Vendor's Email Address

<sup>1</sup> Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

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

**ACKNOWLEDGMENT OF ADDENDA/CLARIFICATION**

BIDDER acknowledges receipt of the following listed Addenda or Clarification that have been issued for this Project. BIDDER warrants that this Bid fully accounts for all requirements, terms and conditions of these Addenda or Clarification. (BIDDER must type or print acknowledged Addenda or Clarification numbers and dates --- This bid form does not need to be returned if no Addenda (s) were issued.

Addendum or Clarification # \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum or Clarification # \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum or Clarification # \_\_\_\_\_ Date Received: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

PS/Bid#: \_\_\_\_\_

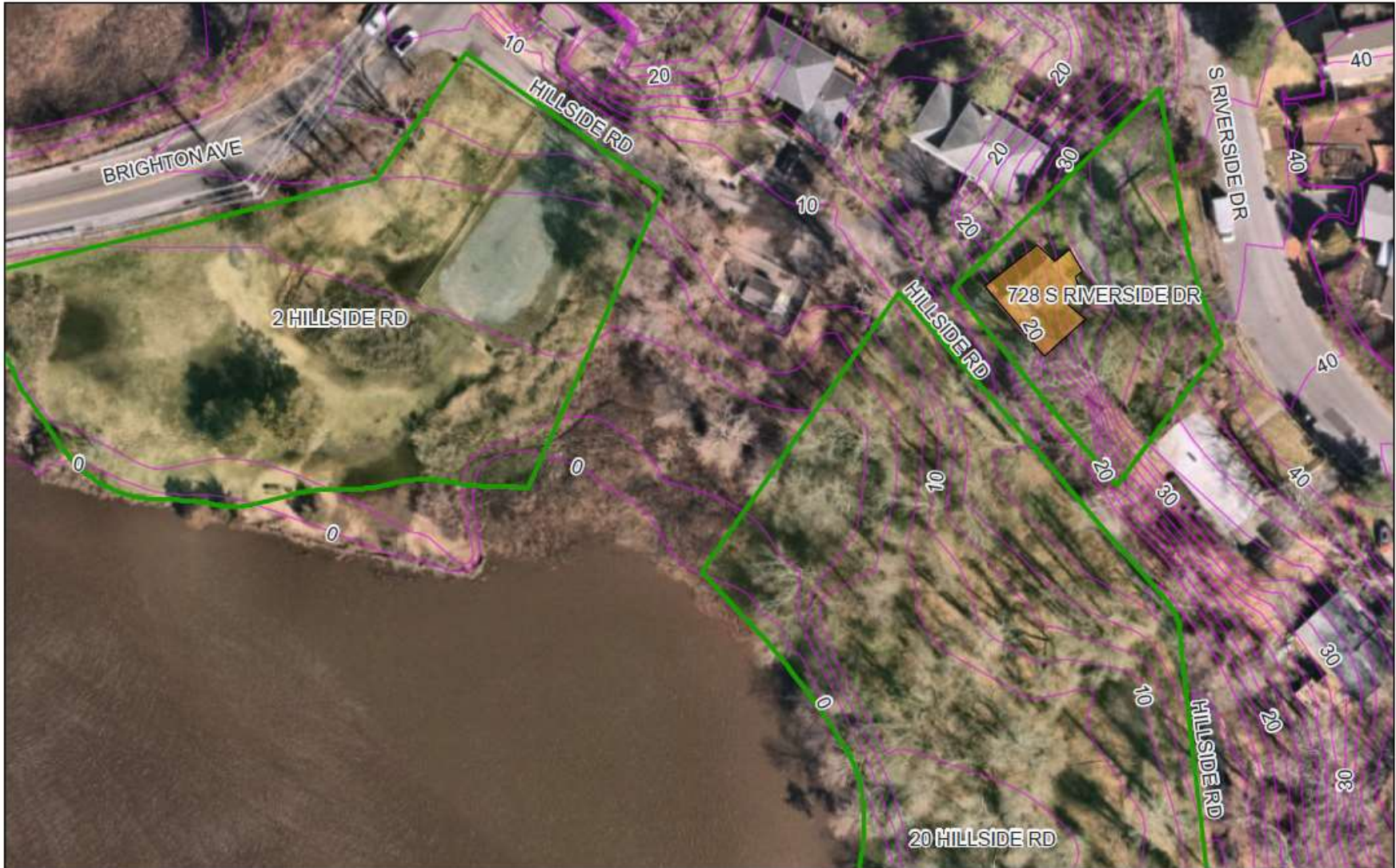
Signature: \_\_\_\_\_

Name (Please Print): \_\_\_\_\_

Title: \_\_\_\_\_

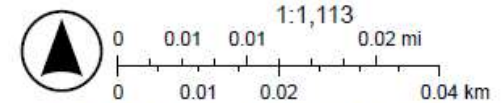
Date: \_\_\_\_\_

# PROJECT LOCATION MAP – HILLSIDE ROAD AREA IMPROVEMENTS, SHARK RIVER PARK



11/7/2024

- Park\_Buildings\_MCPS\_(Feature Layer) — 2 Foot Contours
- To be Demo'd
- MCPS Parcels
- World Hillshade



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA,