



# 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 **Thursday, April 27, 2023 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 SURVEYING SERVICES PARTIAL BOUNDARY LINE SURVEY - SHARK RIVER PARK (PS #19-23)

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#19-23)

**The Monmouth County Park System invites you to submit a Proposal for providing Professional Surveying Services of portion of Block 751, Lot 1, Wall Township, New Jersey, ±856.23 Linear Feet, Owned by: County of Monmouth, Project: Partial Boundary Line Survey – Shark River Park**

## 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, April 27, 2023 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:**

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: Jay Cummins  
732-842-4000, Ext. 4271  
732-842-3640 (Fax)  
E-mail: [james.cummins@co.monmouth.nj.us](mailto:james.cummins@co.monmouth.nj.us)**

## **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<br/>BUSINESS REGISTRATION CERTIFICATE</b> |
| Taxpayer Name:  |  |
| Trade Name:   |  |
| Address:  |  |
| Certificate Number:   |  |
| Date of Issuance:   |  |
| For Office Use Only:  |  |

OR

|  |  |   |
|--|--|---|
| <b>STATE OF NEW JERSEY<br/>BUSINESS REGISTRATION CERTIFICATE</b> |  | DEPARTMENT OF TREASURY<br>DIVISION OF REVENUE<br>P.O. BOX 732<br>TRENTON, N.J. 08646-0212                             |
| TAXPAYER NAME:   | TRADE NAME:  |   |
| TAXPAYER IDENTIFICATION#:  | SEQUENCE NUMBER:   |   |
| ADDRESS:   | ISSUANCE DATE:   |   |
| EFFECTIVE DATE:  |  |   |
| FORM-BRC(08-01)  | <small>Acting Director</small>   | <small>This Certificate is NOT assignable or transferable. It must be immediately 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](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#19-23)

(Revised 8/16/22)

**PROVIDING PROFESSIONAL SURVEYING SERVICES OF PORTION OF BLOCK 751, LOT 1, WALL TOWNSHIP, NEW JERSEY, ±856.23 LINEAR FEET, OWNED BY: COUNTY OF MONMOUTH, PROJECT: PARTIAL BOUNDARY LINE SURVEY – SHARK RIVER PARK**

If this box is checked, this is **not** a Green Acres Program project and this survey shall only conform to the specifications contained herein.

If this box is checked, this **is** a Green Acres Program project and this survey must conform to the Program’s specifications as well as those contained herein. To obtain the current Green Acres Program survey specifications, go to the Program’s website at <http://www.state.nj.us/dep/greenacres>, then into Site Index, then into Survey Scope of Work – Local Assistance Program. The survey shall be subject to the approval of the Green Acres Program.

If this box is checked, this is a partial boundary survey of the above-captioned property described as follows:

Survey boundary with Block 751, Lot 3, Wall Township  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If this box is checked, this is a partial taking of the above captioned property. The survey shall be of the overall property, of the taking area and of the remainder portion.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**A. GENERAL INFORMATION**

1. This survey shall be performed in accordance with all applicable New Jersey laws, court rulings and administrative codes pertaining to land surveys. The surveyor shall obtain and maintain, during the terms of this contract, all licenses, permits, certifications and authorizations required by the appropriate Federal, State and local authorities to perform this contract.
2. All requirements of accuracy for Conventional or Global Positioning System (GPS) surveying shall meet or exceed a positional accuracy defined as the Federal classification for Third Order, Class I accuracy as stated in “Standards and Specifications for Geodetic Control Networks,” Federal Geodetic Control Committee (FGCC), September, 1984.
3. Upon its completion, a copy of the title search shall be supplied by the Park System for use by the surveyor, but if additional title information is required to verify boundaries, ownership, etc., it shall be the surveyor’s responsibility to obtain this information, without additional charge.
4. Quality Control shall be conducted by the surveyor to ensure accuracy, consistency and clarity in all documents, plans, and digital files being prepared, and that all specifications and requirements are adhered to and met. The liability for this work extends indefinitely

because the statute of limitations does not apply to survey work prepared for governmental agencies.

5. All original mylars and all paper copies of full size survey plans (not reduced plans) and all metes and bounds descriptions on company letterhead shall be signed and sealed by the New Jersey Licensed Professional Land Surveyor who is responsible for the preparation of the field survey, the field plan, and the metes and bounds description. To assure that the products are those of the licensee, the signature must be handwritten in ink on each original and paper copy of the plan of survey and on each copy of the metes and bounds description. Rubber stamp signatures or computer-generated signatures are unacceptable.

## **B. NEW JERSEY STATE PLANE COORDINATE SYSTEM**

1. The basis of bearings for the survey shall be the New Jersey State Plane Coordinate System (NJSPCS) and North American Datum 1983 (NAD1983).
2. NJSPCS Coordinate Values in US Survey Feet shall be to two (2) decimal places.

## **C. PLAN OF SURVEY**

1. Surveyor shall submit a detailed 24"x 36" or 30"x 42" accurate survey plat in ink on mylar at a scale determined by clarity of information with the scale shown on the plat. The mylar shall be signed, sealed and certified to the County of Monmouth, Monmouth County Board of Recreation Commissioners, appropriate title company, Monmouth County Counsel or others as directed by the Monmouth County Park System.
2. Title of survey, property location, north arrow, certification, date and all revision dates shall be shown on plat.
3. Dimensions of all buildings, type of buildings, number of stories, street names and street number(s) of house(s) located on the property being surveyed shall be shown on the plat.
4. Accurate locations, types, sizes, and direction of flow of all drainage structures, locations, ownership, type and size of water and gas mains, sewer lines, manholes, valve boxes, meter boxes, hydrants, telephone booths, utility poles (with numbers); overhead wires as well as wells, septic tanks, above- ground and underground tanks, cisterns and monitoring wells, and other similar utilities shall be shown as well as any other manmade physical features (examples include fencing, pools, etc.).
5. Accurate locations of all easements of record.
6. Locations of all water bodies, i.e., lakes, ponds, streams, wetlands, bogs, drainage ditches and swales.
7. Area in square feet and acres of all large water bodies (i.e., ponds and lakes).
8. Wetlands shown in accordance with NJDEP Wetlands Maps.
9. The property and all adjoining properties must be labeled with the now and formerly (n/f) property owner's name.

10. Area of property within each municipality shall be given to the thousandth of an acre or to three (3) decimal places when subject is located in more than one municipality. The overall area of the property shall be given in square feet as well as to the thousandth of an acre. (MCPS always requires area given to three (3) decimal places. This supersedes Green Acres specification 3.5.3.9).
11. Areas of property impacted by encroachments shall be clearly drawn and labeled with the dimensions of each encroachment shown. An enlarged detail of all encroachments shall be included on each survey that shows sheds, fences, buildings, structures, etc. The fee proposal shall include the cost to re-visit the site and re-shoot the line(s), if needed, in order to confirm that all encroachments have been removed, and the final survey shall reflect their removal.
12. For properties on tidal waterways, the surveyor shall establish the Mean High Water (MHW) line from tidal benchmarks and determine its elevation relative to NAVD 1988 (North Atlantic Vertical Datum) mean sea level vertical control. The MHW line and its elevation shall be shown on the survey. Tidal benchmarks are available through the State of New Jersey Department of Environmental Protection, Division of Coastal Resources. NAVD 1988 vertical control benchmarks are available through the State of New Jersey, Department of Transportation, Geodetic Survey Division.
13. All bridges shall be shown on the survey and labeled by bridge number. A bridge easement area 100' from the centerline and to the ends of the bridge span and/or right-of-way shall be delineated on the survey with the area shown to the thousandth of an acre and labeled "Bridge Widening and Reconstruction Easement."
14. If the road right-of-way width in front of the adjoining properties extends beyond the right-of-way width of the property being surveyed, then the right-of-way width shall be increased to match or coincide with the right-of-way width of the adjoining properties, with this additional area to be labeled "Future Road Right-of-Way Easement" on the survey, or with another label, in the discretion of the Park System.
15. Upon request by the Monmouth County Engineer, separate metes and bounds descriptions of additional right-of-way shall be shown with its metes and bounds described for either an adjoining County bridge or County road, or both, at no additional charge. This may supersede Items #13 and 14.
16. Survey is to show the toe and slope of coastal dunes or hurricane dikes when present, as established by DEP Land Use Element staff.
17. Any utility easements, visible or known of record, and overhead wires or pole lines that fall within the parcel being surveyed, shall be shown. Those within a dedicated public road right-of-way and outside the parcel's metes and bounds may be omitted. Deed book and page and recording information for all utility easements shall be shown.
18. Show all public road rights-of-way and provide widths of sidelines and dimensions. If fee title extends to the center of a public road right-of-way or a waterway, the survey lines shall run to the center of the road or waterway. If the property is to be acquired in fee simple, subject to the paramount rights of the public, then the areas of those rights shall be shown, stated and described.

19. Survey information and graphic depiction of the parcel shall be drawn on the plan so that North points generally upward.
20. Bearings shall be shown on the drawing so that the corresponding metes and bounds description reads clockwise. Direction shall be indicated by small arrows.
21. Bearings shall be rounded to whole seconds of arc. Distances in US Survey Feet for survey courses shall be rounded to two (2) decimal places.
22. All property surveys must form closed polygons. General calls along roads or waterways are unacceptable without a tie line and are only permitted for existing deed calls or if specifically required. Tie lines are to be provided along waterways, and riparian claim lines.
23. The surveyor is responsible for defining all courses of the parcel being surveyed by mathematical survey expressions. All straight-line courses will be defined by bearings and distances with angular units stated in degrees, minutes and whole seconds of arc. Curves will be defined by radius, arc length, delta, chord bearing and chord length, and horizontal distances, radii of curves or lengths of arc must be stated in US Survey Feet to two decimal places.
24. The areas calculated in association with the property land survey shall be stated in square feet and acres, with acres rounded to three (3) decimal places unless the parcel is bounded, all or in part, by a waterway or a Tidelands Claim of the State of New Jersey. In such cases, the area shall be given to one decimal place (0.1 acre). Square footage shall be rounded to the whole square foot.
25. A location map shall be provided on the plan. The perimeter of survey shall be drawn on the location map and an arrow shall indicate the site. A portion of a USGS Quadrangle (1 inch equals 2,000 feet, 1:24,000 scale) is preferred. The surveyor shall state the name of the quad and provide the scale and graphic north arrow.
26. Private rights-of-way and easements for private roads crossing the parcel being surveyed shall be shown with record or physical width provided. Survey shall include recording information for maps, deed book and page or other information for private easements.
27. Survey shall show all areas of deed conflict and title uncertainty such as gores, overlaps or other areas of ambiguity. A separate legal description shall be provided for each gore area and overlap area. All adjoining records must be reviewed with the name of all adjoining owners, tax block and lot and deed book, deed page and recording information shown on the survey.
28. In addition to the surveyor's title block, all plans shall include a legend of acquisition that provides the following: owner/seller name, address of subject property, project name, municipality, county, block and lot, area of each tax lot, area of encroachments, area of easements, area of rights-of-way and area summary. In addition, a legend of symbols/line type shall also be provided.
29. Surveyor is responsible for presenting all of the findings on the survey in a clear and concise manner. The perimeter survey line (subject property boundary line) shall always be depicted as a solid line and be the most prominent line weight of the main drawing. Interior lot lines shall be shown with a less prominent line weight.

30. If the property being acquired is a partial taking or is a new lot resulting from a formal subdivision, the surveyor shall show the proposed new lot number on both the plan and the metes and bounds description following the surveyor obtaining confirmation of the new tax lot number from the municipal Tax Assessor or, in the case of a formal subdivision, the Planning Board Secretary.
31. The Point of Beginning used in the metes and bounds description shall be shown on the plat and labeled "Description Point of Beginning" or "Point of Beginning" or "P.O.B", or similar notation, and must be tied into a corner of record or road intersection. The NJSPCS NAD1983 Northing and Easting coordinate values stated in US Survey Feet to two (2) decimal places must be labeled on the plat for the Point of Beginning. There shall be a County of Monmouth monument at the Point of Beginning, either installed by the surveyor or existing.
32. The surveyor shall identify at least four (4) points, one (1) per quadrant (North, South, East and West) on the plat, labeling the Northing and Easting NJSPCS NAD1983 coordinate values stated in US Survey Feet to two (2) decimal places for each. One (1) of the four (4) points is to be the Point of Beginning, with the remaining three (3) to also be shown on the survey.
33. The survey plat shall also show the elevation above sea level of the Point of Beginning or another monument as directed by the Monmouth County Park System and reference the North American Vertical Datum of 1988 (NAVD88).
34. In the title block of the Plan of Survey all tax lots that are designated "Farm Qualified" by the local Tax Assessor shall include the "Q" designation with the tax lot number, consistent with the Metes & Bounds Description and to ensure recording of the Deed by the County Clerk.

#### **D. METES AND BOUNDS DESCRIPTION**

1. If a portion of the property is being acquired, there shall be three (3) separate metes and bounds descriptions, one (1) of the overall property, one (1) of the partial taking and one (1) of the remainder.
2. The description of a bridge easement and/or a future right-of-way easement shall be included at the end of the parcel legal description and preceded by the statement, "**A portion of the described parcel shall not be encumbered by NJ Green Acres Program restrictions or conditions or other public park/open space restrictions or conditions and shall be designated as a bridge reconstruction and road widening easement reserved for future bridge and road repair and/or widening with such portion being bounded and described as follows:**"
3. Upon request by the Monmouth County Engineer, separate metes and bounds descriptions of additional right-of-way shall be prepared for either an adjoining County bridge or County road, or both, at no additional charge.
4. The surveyor shall prepare on company letterhead a separate metes and bounds description pursuant to the survey of the property and with reference to the information contained on the plan of survey. This description is to agree with the results of the survey from which it is

written in every detail, and for this reason, the description shall not include any information that does not appear graphically or in a factual note on the survey plan. The metes and bounds description shall not be produced on the plan of survey but shall consist of a separate document. The date of the survey and the latest revision date shall be shown on the description and shall correspond to the dates shown on the survey. The overall area of the property shall be given in square feet as well as to the thousandth of an acre. (MCPS always requires area given to three (3) decimal places. This supersedes Green Acres specification 3.5.3.9).

5. In the heading of the Metes & Bounds Description all tax lots that are designated "Farm Qualified" by the local Tax Assessor shall include the "Q" designation with the lot number to ensure recording of the Deed by the County Clerk.

## **E. MONUMENTS**

1. Surveyor shall install five (5) 4"x 4" x 6"x 6" x 30", 60-lb. County of Monmouth survey monuments as supplied, at points specified by the Monmouth County Park System. Each monument shall be numbered by stamping the brass monument cap at time of installation as directed by the Monmouth County Park System with installed monuments to be identified by corresponding number on the survey. All monumentation, existing and installed, shall be shown and identified on the preliminary and final survey plat. Each course of the preliminary and final legal description shall call-out to all existing and installed monuments and identify the installed monuments by the number stamped on the brass cap, and as shown on the final survey plat. Installation and pick-up costs for these monuments shall be included in the overall survey cost. A per unit installation fee for any additional monuments shall be indicated on the Proposal Page, as well as a per unit deletion fee for any monuments not installed from the above amount. Surveyor shall mark each monument and/or iron pin set or found with a wooden witness lath no less than three (3) feet in length driven into the ground next to the monument or iron pin. This lath shall have a length of fluorescent surveyor's tape tied to the top to increase visibility and aid in locating monuments later. Either an existing or installed County of Monmouth monument shall mark the Point of Beginning, with this monument stamped #1.

To indicate the casting and stamping of each County of Monmouth monument, a detailed enlargement, not necessarily drawn to scale, shall be depicted on the survey plan. Each monument set in the field shall be stamped with the monument number. A copy of the County of Monmouth cap detail is attached.

The elevation above sea level referencing the North American Vertical Datum of 1988 (NAVD88) shall be stamped in the appropriate space on the brass cap of the monument installed at the Point of Beginning (Monument #1). Elevations of all other brass cap monuments shall be tabulated to include monument number and corresponding elevation and appear on the survey plat. Elevation shall be shown to the hundredth of a foot, or two (2) decimal places.

2. If County of Monmouth monuments cannot be installed during the time it takes to complete the survey, all on-the-ground angle points shall be permanently secured with an iron bar or pipe which shall be topped with a plastic cap bearing name and address of the survey company so concrete monuments may be installed later with all the (installed) monuments to be shown on the final survey and called out in the legal description and identified by number stamped on the brass cap. In the event concrete monuments cannot be installed when the

property is being surveyed (due to physical constraints or monuments found), payment equal to the number of monuments to be installed multiplied by the “Per Monument Installation Cost” shall be held back until monuments can be installed.

#### **F. DIGITAL FILES**

1. Three (3) digital survey files shall be submitted on one (1) standard USB (Flash) Drive and/or CD-R compact disc that can be read by any CD-ROM with these files not to be compressed or zipped in any way. One (1) file shall be a digital file in AutoCAD .dwg format containing the full survey drawing. This drawing must be created at its real New Jersey State Plane Coordinate System, Map Datum NAD1983 position and the view shall be unrotated from the coordinate system so that the NJSPCS NORTH points orthographically vertical in the screen.

One (1) file shall be a .dxf format **single layer** digital drawing containing the closed line polygon of the perimeter survey lines and certain other lines that are internal to the survey. Specifically, internal lines shall include public road or other public right-of-way lines, survey exception area lines, new survey tract lines created by this survey, funding participation limit lines, internal navigable or tidal water edge or mean high water lines, survey tie lines, New Jersey Tidelands Claims lines, clouded title lines, overlapping deed lines from adjoiner deeds, or limit lines of new conservation or public access easements being created by this project.

This .dxf file shall not be a complete drawing file of the survey and shall contain no text. This file shall be created at its real New Jersey Plane Coordinate System NAD1983 position and the view shall be unrotated from the coordinate system so that the NJSPCS NORTH points orthographically vertical in the screen. The polygon shall be created from the coordinate geometry of its survey point of beginning through the final course of survey and terminus point.

To provide a uniform method of closure without degrading the quality of bearings used, enter the radial error of closure as a final closing arc between the survey point of beginning and the survey point of ending. Add this additional course by inverting from the point of ending to the point of beginning as a final course.

One (1) file shall be a full-sized digital PDF copy of the plan signed and sealed by the surveyor. This drawing need not be created at its real New Jersey State Plane Coordinates NAD 1983.

#### **G. AWARD OF CONTRACT**

1. Award of contract shall be based on lowest price submitted and other considerations. The Park System reserves the right to reject and not evaluate any applications from a surveyor who is currently late in performing previously assigned survey work for the Park System.

#### **H. SURVEY DELIVERABLES**

1. Three (3) preliminary prints of the survey plat and three (3) copies of the preliminary metes and bounds description shall be furnished for Park System review and approval before printing of the final survey. Preliminary print must show all encroachments and easements in detail, in accordance with the specifications.

2. For Green Acres Program projects only, upon review and approval by the Park System of the preliminary survey and preliminary metes and bounds description, the following shall be submitted to the Park System for Green Acres Program review and approval:
  - A. One (1) signed and sealed paper print of survey plat.
  - B. One (1) signed and sealed copy of metes and bounds description.
  - C. One (1) signed and sealed "Surveyor's Certification And Summary Form".
  - D. One (1) paper print of Coordinate Geometry (COGO).
  - E. One (1) copy of 8 ½" x 11" reduced survey plat.
  - F. One (1) USB (flash) drive and/or compact disc (CD-R) that meets the current Green Acres Program survey specifications for digital files.
  
3. Following review and approval of the Park System and if applicable, the Green Acres Program, the following final deliverables shall be submitted:
  - A. Four (4) signed, sealed and certified copies of the final survey plat.
  - B. Four (4) signed, sealed and certified copies of the written metes and bounds description of the taking, separate from the survey map.
  - C. One (1) signed and sealed ink on mylar of the full final survey drawing.
  - D. Two (2) USB (flash) drive and/or compact discs (CD-R), if the survey **is** a Green Acres project. One (1) USB (flash) drive and/or compact disc (CD-R), if the survey is **not** a Green Acres project. All discs shall include the following:
    1. One (1) AutoCAD full digital survey in the .dwg format.
    2. One (1) single layer digital drawing in .dxf format.
    3. One (1) full-sized PDF copy of the signed/sealed plan.
    4. One (1) metes and bounds description of the parcel in pdf. Or MS Word 6.0 .doc format.
    5. One (1) Coordinate Geometry (COGO) survey data file in .pdf, .txt or MS Word 6.0 .doc format.
  - E. One (1) paper copy of Coordinate Geometry (COGO) survey data file.
  - F. Two (2) 8 ½" x 11" reduced copies of the survey.

# AUTOCAD DRAWING SURVEY SPECIFICATIONS

(Revised 2-12-19)

The survey shall meet all digital data requirements of the following AutoCAD specifications.

## I. GENERAL GUIDELINES:

- A computer printout of the Coordinate Geometry (COGO) survey file shall be included that confirms that the mathematical survey expressions and the Northing and Easting coordinates at each change of bearing which are used to define the parcel on the plan and in the metes and bounds description forms a closed polygon and verifies that the areas stated are correct.
- Digital surveys are to be compatible with AutoCAD 2015 or newer versions and Windows 7 or newer versions.
- Digital surveys are to be prepared in the AutoCAD Model Space environment.
- Digital surveys are to be plotted/printed as a Layout in the AutoCAD Paper Space environment.
- All surveys shall include a Title Block, Graphic Scale and a North Arrow in the Paper Space environment.
- Digital surveys must be one (1) .dwg file and one (1) .dxf file.
- Digital .dwg file must show all text and be an exact replica of the survey print.
- In survey digital drawings, one (1) AutoCAD drawing unit shall equal one foot (1') and AutoCAD Decimal Units shall be used. Scale shall be determined by clarity of information or as specified by the Park System.
- Survey digital drawing must be in the New Jersey State Plane Coordinate System (NJSPCS) Map Datum, NAD1983, and referenced on the survey.
- The Digital Model Space drawing view must be unrotated so that the NJSPCS North points orthographically up (vertical) in the screen. The New Jersey State Plane Coordinate System Northing direction is to be in the "Y" axis and Easting direction to be in the "X" axis of the drawing.
- The survey plat shall also show the elevation above sea level of the Point of Beginning or another monument as directed by the Monmouth County Park System and reference the North American Vertical Datum of 1988 (NAVD88).

## II. LAYER CONVENTION:

*\*Please note these required Layer names and colors that must be included with the drawing file.*

### NOTE:

- The actual survey Property Line on the **PropertyLine** Layer is to be drawn as a Joined Polyline. Linetype to be Continuous; color is to be Blue.
- Partial Acquisitions – When a portion of the Property is being Acquired, the Area being Acquired shall be noted as the Property Line. The area not being Acquired, the Remaining portion of the property is to be noted on a Layer named **RemainingPropertyLine**. This Layer is also to be drawn as a Joined Polyline. Line type to be Continuous: color is to be Blue.
- Any Lot Line outside of the subject Property shall be included on the **AdjacentLotLine** Layer.
- When a Property Boundary Line is also the Municipal Boundary Line, County Boundary Line and/or Stream Boundary Line, this line must be depicted on each individual Layer with each respective color.

**Property Line**- Layer name-**PropertyLine**      Color- Index Color #5 (**blue**) **Linetype-Continuous**  
**(Partial Acquisitions Only) Remaining Property Line**- Layer Name-**RemainingPropertyLine**  
Color- Index Color #5 (**blue**) **Linetype-Continuous**

**Interior Lot Line**-Layer name-**InteriorLotLine**      Color- Index Color #4 (**cyan**)  
**Adjacent Lot Line**-Layer name-**AdjacentLotLine**      Color- Index Color #6 (**magenta**)  
**Municipal Boundary Line**-Layer name-**MunicipalBoundaryLine**      Color- Index Color #2 (**yellow**)

### III. **FILE NAMING:**

The files are to be named using the first eight (8) letters of the property owner's name. See examples of the following, i.e. property owner name Smith

Smith.dwg  
Smith.dxf  
Smith\_metes\_bounds.pdf  
Smith\_cogo.doc or Smith\_cogo.txt or Smith\_cogo.pdf  
Smith.PDF (Copy of the signed/sealed plan.)

### IV. **DISK LABELING – CD (COMPACT DISK) AND/OR USB (FLASH) DRIVE:**

Label the compact disk in permanent marker to include the following information:

*Property Owner*  
*Project Name*  
*Municipality, County with Tax Block & Lot Number (each lot)*  
*Survey Firm, Surveyors Name and NJPLS License Number*  
*Date of Survey and Date of Last Revision*  
*Area of Lot in Acres (each lot)*

**PROPERTY DETAIL REPORT**

Owner: County of Monmouth

Address: Gully Road, Shark River Park, Wall Township

Block: 751 Lot: 1

Municipality: Wall Township

Total Assessment: \$11,615,300.00

Land Assessment: \$11,606,400.00

Improvements Assessment: \$8,900.00

Total Taxable Assessment: \$11,615,300.00

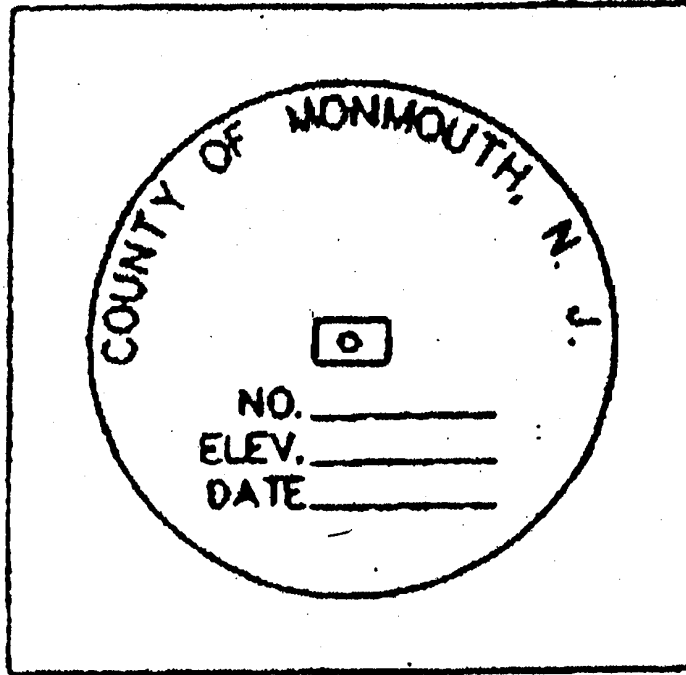
Assessed Year: 2023

Improved %: 0.07%

Tax Year: 2023

Property Tax: 0

Area: ±257.92



COUNTY MONUMENT  
DETAIL - (TYP.)

[New Search](#) [Assessment Postcard](#) [Property Card](#)

|                        |                              |                                       |                                 |
|------------------------|------------------------------|---------------------------------------|---------------------------------|
| Block: 751             | Prop Loc: 1001 GULLY RD      | Owner: COUNTY OF MONMOUTH GREEN ACRES | Square Ft: 0                    |
| Lot: 1                 | District: 1352 WALL TOWNSHIP | Street: HALL OF RECORDS-MAIN ST       | Year Built:                     |
| Qual:                  | Class: 15C                   | City State: FREEHOLD, NJ 07728        | Style: -                        |
| Additional Information |                              |                                       |                                 |
| Prior Block:           | Acct Num:                    | Add Lots:                             | EPL Code: 3 9 623               |
| Prior Lot:             | Mtg Acct: 072803             | Land Desc: 257.92 AC                  | Statute: 54:04-03.03            |
| Prior Qual:            | Bank Code: 660               | Bldg Desc: GREEN ACRE/SHED            | Initial: 041177 Further: 000000 |
| Updated: 09/14/21      | Tax Codes: F02               | Class4Cd: 0                           | Desc: GREEN ACRES               |
| Zone: POS              | Map Page: 11                 | Acreage: 257.92                       | Taxes: 0.00 / 0.00              |
| Sale Information       |                              |                                       |                                 |
| Safe Date: 00/00/00    | Book:                        | Page:                                 | Price: 0 NU#: 0                 |

|      |      |      |      |       |     |       |         |
|------|------|------|------|-------|-----|-------|---------|
| Sr1a | Date | Book | Page | Price | NU# | Ratio | Grantee |
|------|------|------|------|-------|-----|-------|---------|

TAX-LIST-HISTORY

| Year        | Property Location | Land/Imp/Tot | Exemption | Assessed | Property Class |
|-------------|-------------------|--------------|-----------|----------|----------------|
| <u>2023</u> | 1001 GULLY RD     | 11606400     | 0         | 11615300 | 15C            |
|             |                   | 8900         |           |          |                |
|             |                   | 11615300     |           |          |                |
| <u>2022</u> | 1001 GULLY RD     | 11606400     | 0         | 11615300 | 15C            |
|             |                   | 8900         |           |          |                |
|             |                   | 11615300     |           |          |                |
| <u>2021</u> | 1001 GULLY RD     | 11606400     | 0         | 11615300 | 15C            |
|             |                   | 8900         |           |          |                |
|             |                   | 11615300     |           |          |                |
| <u>2020</u> | 1001 GULLY RD     | 11606400     | 0         | 11615300 | 15C            |
|             |                   | 8900         |           |          |                |
|             |                   | 11615300     |           |          |                |

\*Click on Underlined Year for Tax List Page

[\\*Click Here for More History](#)



# PROPOSAL FORMS CHECKLIST (PS#19-23)

(Owner's checkmarks) Items submitted with Proposal.  
(Bidder's INITIALS)

↓ **A. FAILURE TO SUBMIT ANY OF THESE ITEMS WITH THE PROPOSAL IS MANDATORY 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/Clarification (if any) | _____ |

**B. ITEMS PREFERRED WITH THE PROPOSAL, BUT MANDATORY 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            | _____ |
| <u>X</u> | Prohibited Russia-Belarus Activities & Iran Investment Activities | _____ |

**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**

RRFP #23-10  
PS #19-23

SUBMITTED BY: \_\_\_\_\_  
(Company Name)

## PROPOSAL

**PROVIDING PROFESSIONAL SURVEYING SERVICES OF PORTION OF BLOCK 751, LOT 1, WALL TOWNSHIP, NEW JERSEY, ±856.23 LINEAR FEET, OWNED BY: COUNTY OF MONMOUTH, PROJECT: PARTIAL BOUNDARY LINE SURVEY – SHARK RIVER PARK**

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. Partial boundary survey with the installation of five (5) monuments. | \$ _____ |
| 2. Cost for installation of two (2) additional monuments.               | \$ _____ |
| <b>TOTAL COST: \$ _____</b>   |          |
| 3. Per monument installation cost (to delete).                          | \$ _____ |
| 4. Per monument installation cost (to add).                             | \$ _____ |

### TAX EXEMPT #69-0220842

Surveying services shall not commence until surveyor receives a Purchase Order from the Park System and shall be completed **WITHIN FORTY-FIVE (45) DAYS** of receipt of Purchase Order.

Payment schedule for services shall be as follows:

- 50% of contracted amount shall be paid when preliminary print of survey and preliminary legal description are received;
- Up to 50% or remaining balance shall be paid in full when all required survey monuments are installed and all deliverables are received which comply with all contract specifications and requirements and have been reviewed and approved by the Monmouth County Park System and if applicable, reviewed and approved by the Green Acres Program.

VARIANCE IF ANY:

\_\_\_\_\_  
\_\_\_\_\_

The undersigned is a partnership under the laws of the State of \_\_\_\_\_

(Circle One)      a corporation      an individual

having principal offices at:

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

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

E-MAIL \_\_\_\_\_ WEB ADDRESS \_\_\_\_\_

FEDERAL TAX ID # OR SOCIAL SECURITY # \_\_\_\_\_

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

SIGNATURE \_\_\_\_\_

DATED \_\_\_\_\_

STATE CERTIFIED NJPLS LICENSE NUMBER \_\_\_\_\_

**\*Please note: requirements for Certificate of Liability Insurance to be submitted before award of contract, Page 7, Item #2.3.7 (e)\***

**ALL SURVEYS SHALL BECOME THE PROPERTY OF THE  
MONMOUTH COUNTY PARK SYSTEM**

# CONTRACT SAMPLE

“**Board**” means “Monmouth County Board of Recreation Commissioners”

“**Contra**“**Board**” means “Monmouth County Board of Recreation Commissioners”

“**Contractor**” means *{Insert Name of Vendor}* the legal entity with which the Board has entered into this Agreement, and its permitted successors and assigns.

“**Agreement**” means this *{Insert Title of Contract}* Agreement between the Board and the Contractor, dated *{Insert Award Date}*, as the same may be amended or modified from time to time in accordance herewith.

“**County**” means the County of Monmouth, New Jersey

This “**Agreement**” entered into this *{XX}* day of *{Month}*, 2021 by the “**Board**”, a body politic, with offices located at 805 Newman Springs Road, Lincroft, New Jersey 07738, and the “**Contractor**” a corporation with offices at *{Insert Vendor Address}*

## IT IS AGREED:

- 1) Contractor will construct *{Insert Bid Title, BID #0000-00, BID DATE: 0/00/21}*, ITEMS: *{Insert Agenda Award Wording exactly from Award Form, Spell out Dollar Amount}* (\$                    ) all in accordance with the notice to bidders, plans, specifications and proposal, resolution awarding contract, and other bid documents, all of which are incorporated herein and made a part hereof as if set forth in full.
- 2) Books and Records. Contractor shall maintain all documentation related to products, transactions or services under this Agreement for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request as per *N.J.A.C 17:44-2.2*
- 3) Indemnification. Contractor agrees that it will protect, indemnify and hold harmless the County of Monmouth, its Board of Recreation Commissioners, the Monmouth County Board of Chosen Freeholders, 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 Contractor 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 Contractor breach, (3) actual or alleged performance or non-performance of the Contractor’s obligations under this Agreement, or (4) the Contractor’s actual or alleged failure to pay its workers, suppliers, or subcontractors for labor or materials provided to the Board. The Contractor’s indemnity obligations hereunder shall not be limited by any coverage exclusions or other provisions in any insurance policy maintained by the Contractor which is intended to respond to such events. The Contractor’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 Contractor of the assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Contractor the opportunity to defend such claim, and shall not settle the claim without the approval of the Contractor. The Contractor 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 subsection shall survive termination of this Agreement.

- 4) 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.
- 5) 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, Assistant Secretary-Director  
Email: AndrewJ.Spears@co.monmouth.nj.us  
Fax: 732-842-4162

with a copy to:

Michael P. Supko, Jr.  
Special County Counsel  
Archer & Greiner, P.C.  
10 Highway 35  
Red Bank, NJ 07701

To the Contractor:

*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.

- 6) 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).
- 7) No Discrimination. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

8) New Jersey Business Registration. The Contractor has previously provided the Board with a copy of the Contractor's New Jersey Business Registration Certificate and that of any named subcontractor, verifying that the Contractor and subcontractors are properly registered with the New Jersey Department of the Treasury. The Contractor 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.

9) 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.

10) Incorporation of Bid Specifications. The specific duties of the Contractor shall be as set forth in the Bid, Contract Documents which is incorporated in its entirety and made a part of this Agreement and attached hereto as Exhibit "XX". Should there occur a conflict between the description of the scope of work set forth in this Agreement and the Bid, this Agreement shall prevail.

The Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Agreement to comply with, all of the requirements of the Bid.

- 11) “Or Equal” Substitutions. Whenever these specifications identify a brand name, trade name or a manufacturer's name, this designation is used for classification or descriptive purposes only, and the bidder may substitute an equal product, subject to the approval of the Board.
- 12) Governing Law. This Agreement shall be governed by and construed in accordance with laws of the State of New Jersey.
- 13) 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.
- 14) Compliance with Applicable Law. The Contractor shall, and shall cause all subcontractors to, perform in accordance with Applicable Law. The Contractor shall provide all notices, reports, and submissions required by Applicable Law. In the event that revisions in laws, rules, regulations, or other Applicable Law requires changes to the Contractor’s performance under the Agreement, the Contractor 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.
- 15) 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.
- 16) No Waivers. No action of the Board or Contractor pursuant to this Agreement (including, but not limited to, any 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 Contractor 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.
- 17) 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 Contractor. Nothing in this paragraph shall limit the obligation of the Contractor to indemnify, defend and hold harmless the Board Indemnified Parties for any special, incidental, consequential, punitive, or similar damages payable to third parties resulting from any act or circumstance for which the Contractor is obligated to indemnify the County Indemnified Parties in accordance with and to the extent provided hereunder.
- 18) 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 Contractor irrevocably consents to the jurisdiction of such courts in any such actions or proceedings, and the Contractor waives any objection it may have to the laying of the jurisdiction of any such action or proceeding.

- 19) Assignment. This Agreement is not assignable or transferrable to any party other than the Contractor without the express written permission of the Board, which may be withheld in the Board's sole discretion for any reason, or for no reason at all. This restriction includes changes in ownership of the Contractor that exceed fifty percent (50%) of the equity or other applicable interests held and disclosed at the time of entry into this Agreement. 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.
- 20) Amendments. Neither this Agreement nor any provision hereof may be changed, modified, amended, or waived except by written agreement duly executed by both parties.
- 21) 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.
- 22) Acceptance of Final Payment. Acceptance of the final payment by the Contractor 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.
- 23) Set-Off. Should Contractor either refuse or neglect to perform the service which Contractor is required to perform in accordance with the terms of this Agreement, and if expense is incurred by the Board by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent the Board from pursuing any other remedy to which it may be entitled.
- 24) This Agreement may be terminated as follows:
  - a. If Contractor is required to be licensed in order to perform the services which are the subject of this Agreement, then this Agreement may be terminated by the Board in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
  - b. If, through any cause, the Contractor, where applicable, shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Agreement, shall be forthwith delivered to the Board.
  - c. Bankruptcy or insolvency of the Contractor; sale of the business of the Contractor, or death or permanent disability of the Contractor in the event the Contractor is an individual.
  - d. Should the Board default in the performance of this Agreement or materially breach any of its provisions, which remain uncured after thirty (30) days after notice is given to the Board, the

Contractor may terminate this Agreement, unless the Board is prevented from performing this Agreement by circumstances beyond its control. In that instance, any obligations owing by the Board to the Contractor shall be suspended without liability for the period during which the Board is so prevented.

- e. Should the Board fail to pay Contractor all or any part of the compensation earned for services rendered within sixty (60) days after the date due, the Contractor may at its option, terminate this Agreement.
  - f. Notwithstanding the above, the Contractor, 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 Contractor, and the Board may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to the Board from the Contractor is determined.
  - g. Termination shall not operate to affect the validity of the indemnification provisions of this Agreement.
- 25) Insurance Coverage. The Contractor shall obtain, pay for, and maintain the insurance coverages listed in paragraphs (a) through (e) below with respect to performance of the Agreement. The Contractor shall be responsible for premiums, fees and other costs associated with obtaining and maintaining such required insurance, and the Board shall have no obligation to reimburse the Contractor therefore. The Board reserves the right to waive or modify the below requirements, if appropriate.
- (a) Statutory workers compensation insurance required to be held by any State or Federal law, including other states coverage, and employers liability coverage with limits of \$500,000 each accident, \$500,000 each employee and \$500,000 aggregate for disease;
  - (b) Commercial General Liability coverage for bodily injury, property damage, and personal injury liability of not less than \$1,000,000 combined single limit each occurrence or offense, and \$2,000,000 general aggregate. Coverage is to include premises and operations, independent contractors, and products and completed operations;
  - (c) Business Automobile Liability insurance including coverage for any owned, hired, or non-owned vehicle, with limits of not less than \$1,000,000 combined single limit, including an MCS 90 endorsement;
  - (d) Umbrella excess or excess liability insurance above the required commercial general, business automobile, and employers liability insurance in the amount of \$1,000,000 each occurrence and aggregate; and

Additional Insureds. The Contractor shall name the County of Monmouth, Monmouth County Board of Recreation Commissioners, and their respective officers, servants, and agents as additional insureds (the "Additional Insureds") on all insurance policies required pursuant to this Appendix A (other than paragraphs 1(a) and (c) hereof).

To the extent permitted by Applicable Law, and by the insurance policies, each party shall waive the subrogation rights of its various insurance carriers in favor of the other party.

Insurance Certificates. Insurance, and any renewals thereof, shall be evidenced by certificates of insurance issued or countersigned by a duly authorized representative of the issuer and delivered to the Board for its approval.

Notices. Each insurance policy shall be endorsed to require 45 days written notice to the Board of cancellation, or intent not to renew by the insurance company.

Non-Recourse Provision. All insurance policies shall provide that the insurers shall have no recourse against the Additional Insured for payment of any premium or assessment and shall contain a severability of interest provision in regard to mutual coverage liability policies. The coverages provided

by mutual coverage liability insurance policies required hereunder shall be the primary source of any restitution or other recovery for any injuries to or death of persons or loss or damage to property incurred as a result of an action or inaction of the Contractor or its subcontractors, of their respective suppliers, employees, agents, representatives, or invitees, that fall within these coverages and also within the coverages of any liability insurance or self-insurance program maintained by the Board.

Subcontractors. The Contractor shall be responsible for ensuring that all subcontractors that are providing contract services secure and maintain all insurance coverages (including workers' compensation insurance) and other financial sureties required by New Jersey law in connection with their presence and the performance of their duties at or concerning the providing of contract services.

Qualifications of Insurers. The Contractor is required to obtain the insurance set forth herein with insurance companies allowed to do business in the State of New Jersey, which maintain ratings of at least A- VII in the latest evaluation of the A.M. Best Contractor Reports.

- 26) Liquidated Damages. This Agreement provides for the payment of liquidated damages in certain circumstances of nonperformance, breach, and default. Each party agrees that the damaged party's actual damages in each such circumstance would be difficult or impossible to ascertain and that the liquidated damages provided for herein with respect to each such circumstance are intended to place the damaged party in the same economic position as it would have been in had the circumstance not occurred. Except as otherwise specifically provided herein, such liquidated damages shall constitute the only remedy in such circumstances by the nonperforming, breaching, or defaulting party, regardless of legal theory.

**IN WITNESS WHEREOF**, the parties have signed this agreement.

MONMOUTH COUNTY BOARD  
OF RECREATION COMMISSIONERS

*{VENDOR NAME}*

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

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

ATTEST:  
  
\_\_\_\_\_  
Andrew J. Spears, Assistant 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**

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

The CONTRACTOR is (check one):

- Partnership       Corporation       Sole Proprietorship       Limited Liability Partnership
- Limited Liability Corporation       Limited Partnership
- Subchapter S Corporation       Other, Please List \_\_\_\_\_

I certify that:

No individual person or entity owns a 10% or greater interest in the Contractor.

**OR**

The list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the Contractor. However, if a parent entity holding 10% or more is a publicly traded entity, then the Contractor in complying with N.J.S.A. 52:25-24.2 may submit the name and address of each publicly traded entity, and the name and address of each person holding 10% or more beneficial interest in the publicly traded entity as of the last annual filing with the Security Exchange Commission (SEC), or foreign equivalent.

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Check here if additional sheets are attached.

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

**Publicly Traded Parent Company Disclosure:**

Provide the Website (URL) providing the last annual Security Exchange Commission (SEC) filing, or foreign equivalent:

\_\_\_\_\_

The requested information is available on the following page number(s) of the SEC, or foreign equivalent, filing:

\_\_\_\_\_

CONTRACTOR \_\_\_\_\_

SIGNED BY: X \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

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

(Corporate seal if a corporation)

Revised 6/2020

**NON-COLLUSION AFFIDAVIT**

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

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

§:

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

**RE:** Providing Professional Surveying Services of Portion Of Block 751, Lot 1, Wall Township, New Jersey, ±856.23 Linear Feet, Owned By: County of Monmouth, Project: Partial Boundary Line Survey – Shark River Park (PS#19-23)

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\_\_.

Revised 9/2015

**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 the 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**  
**PROHIBITED RUSSIA-BELARUS ACTIVITIES & IRAN INVESTMENT ACTIVITIES**

|   |  |
|---|--|
| Person or Entity  |  |
| <b>Part 1: Certification</b>  |  |
| <p align="center">COMPLETE PART 1 BY CHECKING <b><u>ONE OF THE THREE BOXES BELOW</u></b></p> <p>Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:</p> <p><a href="https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf">https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf</a><br/> <a href="http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf">www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf</a></p> <p>As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.</p> <p>A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.</p> <p>If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.</p> |  |
| <b>CONTRACT AWARDS AND RENEWALS</b>   |  |
| <input type="checkbox"/>  | <p><i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)</i></p> |
| <b>CONTRACT AMENDMENTS AND EXTENSIONS</b>   |  |
| <input type="checkbox"/>  | <p><i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)</i></p>   |
| <b>IF UNABLE TO CERTIFY</b>   |  |
| <input type="checkbox"/>  | <p><i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. <u>Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.</u></i></p>   |
|   |  |

**Part 2: Additional Information**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.**

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

**Part 3: Certification of True and Complete Information**

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.*

*I acknowledge that the South Jersey Transportation Authority is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the South Jersey Transportation Authority to notify the South Jersey Transportation Authority in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the South Jersey Transportation Authority and that the South Jersey Transportation Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.*

|                              |  |              |  |
|------------------------------|--|--------------|--|
| <b>Full Name<br/>(Print)</b> |  | <b>Title</b> |  |
| <b>Signature</b>             |  | <b>Date</b>  |  |

**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: \_\_\_\_\_