



*Barbara Jo Crea, Director
Gary Quinn, Deputy Director
Virginia E. Haines, Commissioner
John P. Kelly, Commissioner
Frank Sadeghi, Commissioner*

*Tristin J. Collins, Director, Management & Budget
Jennifer L. Bowens, Purchasing Agent*

*County of Ocean
Administration Building
101 Hooper Avenue
Toms River, NJ 08754*

REQUEST FOR PROPOSALS

***PROFESSIONAL ENGINEERING SERVICES FOR FINAL DESIGN,
GARDEN STATE PARKWAY INTERCHANGE 83, TOMS RIVER TOWNSHIP***

ADVERTISEMENT DATE: May 16, 2024

OPENING: June 20, 2024, 4:00 pm

REQUEST FOR PROPOSALS

The Ocean County Board of Commissioners is requesting proposals for the services of a firm licensed in the State of New Jersey to provide services for **Professional Engineering Services for Final Design, Garden State Parkway Interchange 83, Toms River Township.**

All proposals must be received prior to **4:00 pm**, prevailing time on **Thursday, June 20, 2024.**

Proposals will be received electronically via the County's Online Procurement Portal. Specifications are available on the Procurement Portal or for viewing only, in the Department of Purchase, Room #224, Administration Building, 101 Hooper Avenue, Toms River, New Jersey. Direct all inquiries to Jennifer L. Bowens, Purchasing Agent.

This Request for Proposals (RFP) is official notification of needed professional services. This RFP is being issued to solicit a letter of Interest (LOI) and other documents from firms qualified to perform engineering work on federal aid projects. A submittal does not guarantee that the firm will be contracted to perform any services but only serves notice that that firm desires to be considered.

Prior to negotiations, the prime consultant, and each sub-consultant (A/E firm) must be approved by NJDOT for Cost Basis. Please visit:

<http://www.state.nj.us/transportation/business/procurement/ProfServ/CostBasisApprov.shtm>

for additional guidance and requirements.

This project involves Federal funding participation. The County will conform to the procurement requirements by "Competitive Proposal Method" under the Brooks Act and Federal Policy Guide 23 CFR 172A. The selection of a consultant must result from negotiations that utilize a qualification based selection process. The process and any resulting contract must first be reviewed by the Department of Transportation prior to use or execution.

Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A.20.2 et seq. and as such contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of language in the New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.2 et seq. and 19:44A-20.25 et seq., will not adversely affect your consideration for award.

The County will not be responsible for late submissions and no proposals will be accepted after the time stipulated on this notice.

By order of the Board of Commissioners of the County of Ocean.

Signed:

BARBARA JO CREA, Director

JENNIFER L. BOWENS, Purchasing Agent

Introduction to Proposers

Summary

The Ocean County Board of Commissioners is requesting proposals for the services of a firm licensed in the State of New Jersey to provide services for **Professional Engineering Services for Final Design, Garden State Parkway Interchange 83, Toms River Township**

Contact Information

For further information regarding these specifications, contact

Jennifer Bowens

Purchasing Agent

Email: ocpurchasing@co.ocean.nj.us

Phone: [\(732\) 929-2101](tel:(732)929-2101)

Department:

Engineering

Timeline

Advertising Date	May 16, 2024
RFP Receipt Date	June 20, 2024, 4:00pm Administration Building, 101 Hooper Ave., Room 119, Toms River, NJ, 08753

Instructions to Proposers

INTRODUCTION

The County of Ocean is a County of Fifth Class as defined in N.J.S.A. 40A:6-1 et seq. Pursuant to N.J.S.A. 19:44A-20.4 et seq., the County of Ocean requests proposals from firms capable of providing **Professional Engineering Services for Final Design, Garden State Parkway Interchange 83, Toms River Township** for the duration of the project.

Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.2, et seq., and as such, contractors are exempt from the limitations on making political contributions under the law. Further, for that reason, as well as because of a language in the New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.2 et seq. and 19:44A-20.25 et seq., will not adversely affect your consideration for award.

The successful vendor(s) must have a minimum of ten (10) years' experience in providing Professional Engineering Services.

METHOD OF SUBMISSION

The County of Ocean is accepting **only electronic proposals** for this RFP. Submitting your proposal manually is cause for rejection.

You may only provide one (1) final submission which includes one (1) cost proposal and one (1) technical proposal. **DO NOT** submit a hard copy of your electronic submission.

NOTE: In order to access any DocuSign forms in this solicitation, you must first click "Draft Response".

Instructions on how to access the forms through DocuSign are available in the Attachments. Please note that in order to view the forms as a .pdf document, you must access DocuSign first. Once you access DocuSign, the option to download, save, print and complete the forms becomes available

Important Instructions for Electronic Submittal

The County is accepting electronic bid submissions with Open Gov by following these instructions:

Sign up for a FREE account at <https://procurement.opengov.com/portal/oceancounty>

Once you have completed account registration, browse back to this page: [County's OpenGov Electronic Bid Portal \(https://procurement.opengov.com/portal/oceancounty/\)](https://procurement.opengov.com/portal/oceancounty/)

Click on the bid of interest, then click "Draft Response".

Follow the instructions to submit the electronic bid.

It is important to note that this process should be completed well in advance of the bid deadline / bid opening. **DO NOT WAIT UNTIL THE LAST MINUTE.** The County's electronic submission system will not allow electronic bids to be submitted once the deadline has passed, even if you've already started the process. The deadline is based on the countdown timer found on the OpenGov bid submission page.

Mandatory Equal Employment Opportunity

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE 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 AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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 **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Americans with Disabilities Act

Equal Opportunity For Individuals With Disabilities

The CONTRACTOR and the COUNTY do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY 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 COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The 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 COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

It is expressly agreed and understood that any approval by the COUNTY of the services provided by the 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 COUNTY pursuant to this paragraph.

It is further agreed and understood that the COUNTY 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 provision 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 COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Proposer’s Understanding of the Project Proposals will be evaluated against the questions set forth below:</p> <p>Has the proposer demonstrated a thorough understanding of the purpose and scope of the project?</p> <p>How well has the proposer identified pertinent issues and potential problems related to the project?</p> <p>Has the proposer demonstrated that they understand the deliverables the County expects them to provide?</p> <p>Has the proposer fully responded to all the questions set forth herein?</p> <p>Does the proposal depict a logical approach to fulfilling the requirements of the RFP?</p> <p>EVALUATION MATRIX:</p> <p>1. UNDERSTANDING OF PROJECT (15)</p> <p>2. TECHNICAL QUALITY (10)</p> <p>3. COMPLIANCE WITH SUBMISSION GUIDELINES (10)</p>	Points Based	35 <i>(35% of Total)</i>

<p>2.</p>	<p>Experience and Qualifications Proposals will be evaluated against the questions set forth below:</p> <p>Do the individuals assigned to the project have experience on similar projects?</p> <p>Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in work this project requires?</p> <p>How extensive is the applicable education and experience of the personnel designated to work on the project?</p> <p>Has the proposer demonstrated experience in completing similar projects?</p> <p>How successful is the general history of the proposer regarding timely and successful completion of the projects?</p> <p>Has the proposer provided letters of reference from previous clients?</p> <p>EVALUATION MATRIX:</p> <p>1. DETAILS OF SIMILAR RECENT PROJECTS (5)</p> <p>2. PROJECT TEAM ORGANIZATION (5)</p> <p>3. KNOWLEDGE OF APPLICABLE PUBLIC AGENCY REQUIREMENTS (15)</p> <p>4. QUALIFICATIONS OF DESIGNATED KEY PERSONNEL (5)</p> <p>5. EXPERIENCE OF KEY PERSONNEL (5)</p> <p>6. REFERENCES OF KEY PERSONNEL (5)</p>	<p>Points Based</p>	<p>40 (40% of Total)</p>
<p>3.</p>	<p>Contractual Conditions Proposals will be evaluated against the questions set forth below:</p> <p>Has the proposer provided a sample Certificate of Insurance evidencing the required types and levels of insurance coverage?</p> <p>If the proposer requested any modifications to the Specifications, are they reasonable and acceptable to the County?</p> <p>EVALUATION MATRIX:</p> <p>1. DETAILED APPROACH TO TASKS PRESENTED IN THE SCOPE OF WORK (15)</p> <p>2. PROJECT TASKS DETAILED WITHIN SCHEDULE (10)</p>	<p>Points Based</p>	<p>25 (25% of Total)</p>

Scope of Work

SCOPE OF WORK

Please refer to the PDF under "Attachments - Project Documents" to view the downloadable RFP document and Scope of Work.

Vendor Questionnaire

DOCUMENTS TO BE EXECUTED*

Documents include:

- Signature Page
- Non-Collusion Certification
- Affirmative Action Questionnaire
- **Statement of Ownership (N.J.S.A. 52:25-24.2) (Mandatory Document)**
- Disclosure of Investment Activities in Iran
- Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

FAILURE TO SUBMIT ANY OF THESE DOCUMENTS MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL.

All documents should be from this proposal package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising.

NOTE: For detailed instructions on how to complete the forms via DocuSign, please access the "Instructions for Completing Forms in DocuSign" document available in the Attachments.

Please note: The County's preferred method of submission is DocuSign.

[Click here to go to the form](#)

*Response required

Certificate of Employee Information Report

Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the County of Ocean:

- (a) An existing federally approved or sanctioned affirmative action program.
- (b) A New Jersey Certificate of Employee Information Report Approval.
- (c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employee Information Report (Form AA302). This form will be made available to the Contractor by the County of Ocean.**

QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS:

1. Do you have a Federally approved or sanctioned Affirmative Action Program?

If yes, please upload a photocopy of such approval.

2. Do you have a State of New Jersey "Certificate of Employee Information Report" approval?

If yes, please upload a photocopy of such certificate.

Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf)

Images (jpg, png, bmp, tif)

Copy of New Jersey Business Registration Certificate

A Valid BRC is required Prior to Award of Contract. Please upload your company's BRC.

Use the following link to check the status of your company's BRC:

https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp

NOTE: a BRC is not required at the time of submission, only prior to award of the contract.

Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf)

Images (jpg, png, bmp, tif)

Mandatory Equal Employment Opportunity Statement*

Does the PROPOSER comply with the [#Mandatory Equal Employment Opportunity Statement?](#)

Yes

No

*Response required

Americans with Disabilities Act Provisions*

Does the PROPOSER comply with the [#Americans with Disabilities Act Provisions?](#)

Yes

No

*Response required

TECHNICAL PROPOSAL *

Please upload your technical proposal for Professional Engineering Services for Final Design, Garden State Parkway Interchange 83, Toms River Township.

Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf)

Images (jpg, png, bmp, tif)

*Response required

COST PROPOSAL/FEE SCHEDULE*

In accordance with Section 8.1, cost proposals/fee schedules for this RFP shall be submitted via mail or hand delivered to the Ocean County Purchasing Department at the address below:

Attn: Jennifer Bowens, Purchasing Agent
Ocean County Purchasing Department

Administration Building, Room 224
101 Hooper Avenue
Toms River, New Jersey 08753

The Cost Proposal/Fee Schedule must be received by 4:00 pm, prevailing time on Thursday, June 20, 2024 in order for your submission to be complete.

Submitting the Cost Proposal/Fee Schedule with the electronic submission will be cause for rejection.

By confirming this question, the proposer understands that the County is not responsible for late submissions and no consideration will be made for Cost Proposals received after the date and time stipulated in the Notice to Proposers, **even if you have completed your proposal online.**

Please confirm

*Response required

REFERENCES

Please upload your references for Professional Engineering Services for Final Design, Garden State Parkway Interchange 83, Toms River Township.

Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf)

Images (jpg, png, bmp, tif)

CERTIFICATE OF INSURANCE

Please upload your Certificate of Insurance for Professional Engineering Services for Final Design, Garden State Parkway Interchange 83, Toms River Township.

Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf)

Images (jpg, png, bmp, tif)

NJ DOT APPROVED OVERHEAD RATES*

Please upload the NJ DOT Approved Overhead Rates for your company.

*Response required

ADDITIONAL VENDOR DOCUMENTATION

Please use this area to include additional paperwork you wish to be considered as part of this RFP.

Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf)

Images (jpg, png, bmp, tif)

PROPOSAL SUBMISSION ACKNOWLEDGMENT*

The County of Ocean is accepting only electronic proposals for this RFP. Submitting your proposal manually is cause for rejection. You may only submit one (1) proposal. DO NOT

submit a hard copy of your proposal. Please confirm that you understand that the method of submission is electronic ONLY and that submitting a proposal manually is automatic cause for rejection.

Please confirm

*Response required

SUBMISSION OF PROPOSAL FORMS*

Proposers shall complete all documents and acknowledge all terms included with this package. All documents should be from this proposal package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

Please confirm

*Response required

TABLE OF CONTENTS

- I. INTRODUCTION
- II. METHOD OF SUBMISSION
- III. PROJECT DESCRIPTION
- IV. SCOPE OF WORK
- V. SELECTION CRITERIA
- VI. PROPOSAL SUBMISSION REQUIREMENTS
- VII. AWARD
- VIII. INDEMNITY CLAUSE
- IX. INSURANCE REQUIREMENTS
- X. ADDITIONAL INFORMATION
- XI. CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS
- XII. CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN
- XIII. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
- XIV. COMPLETION OF DOCUMENTS

I. INTRODUCTION

The County of Ocean is a County of Fifth Class as defined in N.J.S.A. 40A:6-1 et seq. Pursuant to N.J.S.A. 19:44A-20.4 et seq., the County of Ocean requests proposals from firms capable of providing **Professional Engineering Services for Final Design, Garden State Parkway Interchange 83, Toms River Township** for the duration of the project.

Proposals are being solicited through a fair and open process in accordance with N.J.S.A 19:44A-20.2, et seq., and as such, contractors are exempt from the limitations on making political contributions under the law. Further, for that reason, as well as because of a language in the New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.2 et seq. and 19:44A-20.25 et seq., will not adversely affect your consideration for award.

The successful vendor(s) must have a minimum of ten years' experience in providing Professional Engineering Services.

II. METHOD OF SUBMISSION

Technical Proposal

The County of Ocean is accepting **only electronic proposals** for the **technical proposal submission** of this RFP. Submitting your technical proposal manually is cause for rejection.

DO NOT submit a hard copy of your electronic submission with the cost proposal/fee schedule.

Cost Proposal/Fee Schedule

Cost Proposals/Fee Schedules for this RFP shall be submitted via mail or hand delivered to the Ocean County Purchasing Department at the address below:

Ocean County Purchasing Department
Administration Building
101 Hooper Avenue
Toms River, New Jersey 08753

The Cost Proposals/Fee Schedules shall be mailed or hand delivered and must be received prior to 4:00 PM, prevailing time on **Thursday, June 20, 2024**. **Do not submit a copy of the cost proposals/fee schedules or man-hour estimates with the technical proposal submission.** Failure to submit the cost proposals/fee schedules in the method clearly stated in this RFP will be cause for rejection.

All cost proposals/fee schedules must be enclosed in a **sealed package containing three (3) copies of the Fee Schedule of Direct Salary Hourly Rates**, identified and bearing the name and address of the proposer, the name of the proposal and the date of the opening on the outside of the envelopes.

III. PROJECT DESCRIPTION

The County of Ocean, through the federally funded Local Capital Project Delivery (LCPD) Program administered by the North Jersey Transportation Planning Authority (NJTPA), has, in close cooperation with the New Jersey Department of Transportation (NJDOT) and New Jersey Turnpike Authority (NJTA), undertaken a study of Garden State Parkway (GSP) Interchange 83 in Toms River Township. The Local Concept Development (LCD) and Local Preliminary Engineering (LPE) phases of the LCPD Program have been completed and the project has been approved to advance to the Final Design (FD) phase. Ocean County, in cooperation with the NJTPA and NJDOT, is requesting the services of a consulting engineering firm to provide final design services. It is the intent of the Ocean County Engineering Department (OCED) to have the selected Consultant prepare and deliver construction contract documents, including all effort required to produce same. The project duration is estimated to be 24 months.

Purpose and Need

The purpose of the Garden State Parkway Interchange 83 Improvements Project is to complete the existing partial interchange to include a southbound exit ramp from the Garden State Parkway to reduce congestion at Interchange 83 and the surrounding area. The FD phase includes the continued advancement and completion of the project development tasks initiated during the LPE phase.

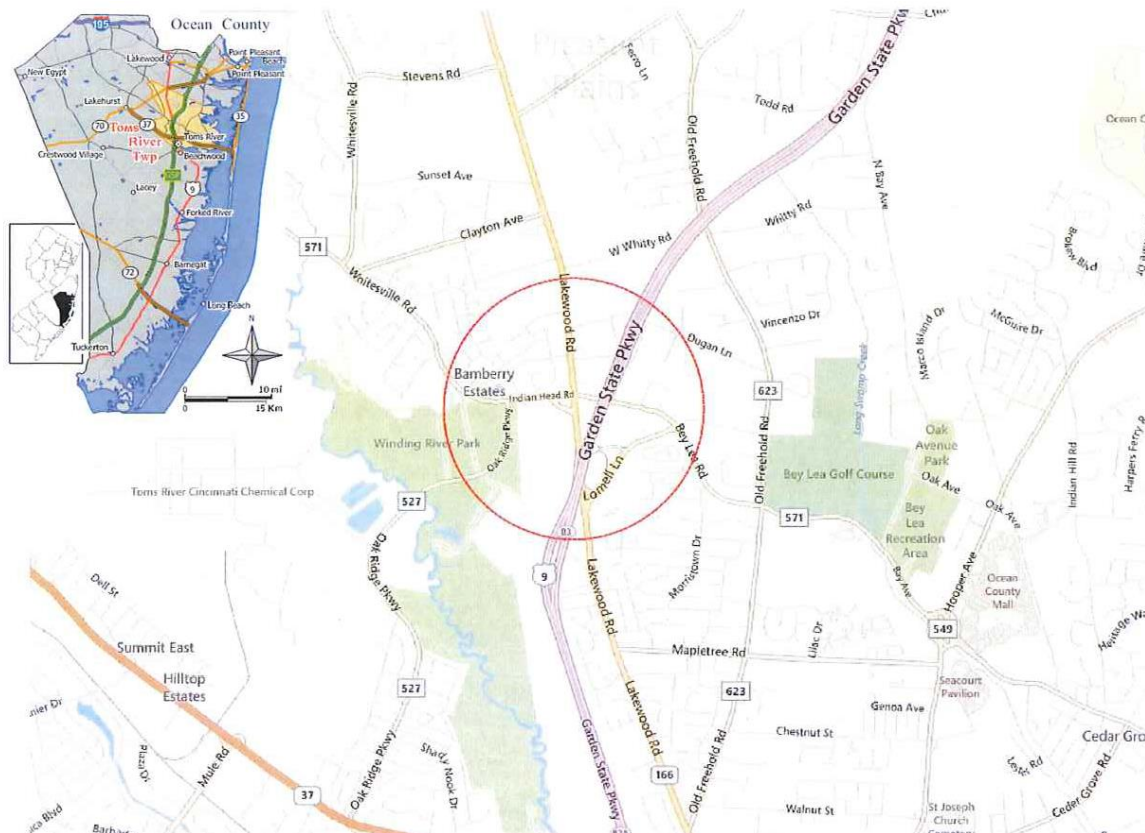
The Garden State Parkway (GSP) is the primary north-south route through a densely developed section of Toms River and Brick Townships in northern Ocean County. Interchange 89 and 91 are located to the north of the study area and provide access to and from the local roadway network in Brick and Lakewood Townships. Interchange 82, 81, 80, and 77 are located to the south of the study area and provide access to and from the local roadway network in Toms River Township and Boroughs of South Toms River and Beechwood. Interchange 83 provides access both to and from the GSP northbound and access to the GSP southbound, but there is no exit ramp from the GSP southbound at this interchange, leaving an approximate seven mile void on the Garden State Parkway where no southbound exits are provided through one or more of the densely developed regions in Ocean County.

The lack of a southbound exit ramp between Brick Township at Interchange 88 and Toms River Township at Interchange 82 contributes to the congestion on the alternate north-south routes and the local roadway network. Motorists seeking to access residences, businesses, and schools within this section of Toms River must exist the Parkway at either Interchange 88 and travel south via New Hampshire (CR 623), US Route 9, or Hooper Avenue (CR 549) or continue south on the Parkway to Interchange 82 to either U-turn onto the GSP northbound or use the jughandle ramps at the Route 37/Route 166 or Route 37/Hooper Avenue interchange to access points north of Interchange 82. There is limited reserve capacity on north-south routes through the study area. Each of the available routes for local traffic including US 9, Hooper Avenue (CR 549), and New Hampshire Avenue (CR 623) currently exhibit congestion during the critical evening peak hour.

Construction of a new exit ramp will improve system connectivity by linking the Garden State Parkway with Toms River Township. The only southbound access points from the Parkway to Toms River Township are located at the southern portion of the Township at Interchange 82 (Route 37) and Interchange 81 (Lakehurst Road). The addition of a southbound exit ramp will allow the Parkway to serve as the main thoroughfare for high-speed and high-volume travel in the project area consistent with its functional hierarchy thus restoring balance between the Parkway and the parallel local and county roadways. In addition, Federal Highway Administration guidelines indicate that partial interchanges should be avoided. Although this interchange has operated as a partial interchange for many years, FHWA research indicates that partial interchanges violate driver expectations and may lead to "wrong-way" movements on ramps. Partial system interchanges affect regional travel by forcing drivers to remain on the limited access highway to follow other corridors and may take them many miles off course. The lack of one of the movements impacts adjacent corridors, interchanges, and the local street network. The lack of a southbound exit ramp for an approximate seven mile section of the Parkway through the densely developed area of Ocean County

and the FHWA's guidelines that partial interchanges are undesirable and generally should be avoided both contribute to the Project Need.

The project plan addresses the missing interchange movement from the Garden State Parkway Southbound at Interchange 83. It proposes a ramp that begins south of the Interchange 83 toll plaza and terminates at a signalized "T" intersection at County Route 572 (Indian Head Road). In order to accommodate the additional traffic and to improve the operations of the intersection of Route 9 and CR 571, improvements to the intersection are proposed. CR 571 will be widened east of the intersection to provide two through lanes in each direction and dual left turn lanes. West of the intersection, CR 571 will be restriped to provide the same through lane configuration, but will have one left turn to Route 9 NB. Route 9 will be restriped to eliminate the left turn from Route 9 northbound to CR 571. The left turn movement will be relocated to Lomell Lane. The existing median between Route 9 northbound and southbound will be reconstructed and relocated. A dedicated right turn lane will be provided on Route 9 southbound to CR 571 westbound. Striping revisions and minor widening are proposed at the Route 9 southbound/GSP southbound entrance ramp gore to reduce weaving and provide improved lane utilization. Striping changes and minor roadway widening will be required on Lomell Lane to accommodate the additional traffic. Traffic signal timing adjustments will be required at the intersections of Route 166 and Lomell Lane, Lomell Lane and the Garden State Parkway ramps, Lomell Lane and CR 571, and CR 571 and the entrance to the Shopping Center. In addition to the proposed exit ramp, the improvements on the Garden State Parkway will include extension of the existing barrier that separates the satellite toll plaza and the express EZ-Pass lanes. The barrier will be extended to preclude drivers from the express EZ-Pass lanes from using the exit ramp. The existing noise wall will be extended and roadway lighting, and ITS facilities will require relocation. All intersections will be improved to ensure they meet all requirements of the Americans with Disabilities Act (ADA). Pedestrian curb ramps and pedestrian push buttons will be added as required.



Project Location Map

IV. SCOPE OF WORK

The scope of work (SOW) outlined below contains the required elements to successfully complete the FD phase of the LCPD Program. The Consultant is reminded to thoroughly review the LCD and LPE reports, project plans, and NJDOT FD Scope Statement to determine the adequacy of the said information to be utilized for this project. Any additional work deemed necessary for the Consultant to verify and/or supplement the existing report(s) and plans beyond those described in the SOW contained herein must be identified, justified and the scope of additional work clearly detailed in the proposal.

Current Disadvantaged Business Enterprise (DBE) goal is 13.23%.

All deliverables must be submitted first in draft form, and then revised based on comments received. Following revisions, six (6) copies of final documents shall be submitted. All final project deliverables shall be submitted in electronic format, including editable format.

The Consultant will be responsible for establishing contacts and coordinating the design with all owners/agencies whose facilities or operations have an impact upon or will be impacted by, or are adjacent to the project, in order to obtain their consent, requirements or concerns. The design of the project shall conform to the previous phase's LPE Report and as approved by the FHWA/NJDOT. The scope of work shall include, but not be limited to, the items listed below. These activities are considered to be a starting point for the Consultant to configure their proposals and the Consultant is encouraged to develop their proposal in a manner most appropriate to effectively accomplish the stated goals of the project and produce quality deliverables.

The selected Consultant must obtain the necessary approvals from all affected agencies, including but not limited to NJDOT and the New Jersey Turnpike Authority (NJTA). All efforts in this regard are to be included in the Consultant's proposal.

The FD Phase includes the continued advancement and completion of those project development tasks initiated during the LCD and LPE phases, such as roadway design, right-of-way and access engineering, utility engineering, environmental permits and clearances, and community outreach. The completion of those tasks will involve various internal and external project stakeholders. Stakeholders participate in project review meetings with internal offices and consultations with local officials, the general public and other state and federal agencies. Coordination with the public and local officials is guided by a project-specific public outreach plan.

Provide OCED with a proposal and schedule for complete FD services as follows:

Task 1 - Project Management

This task includes budgeting, scheduling, reporting, meeting, coordination and reviews. The Consultant shall develop and submit in the proposal a quality assurance and quality control plan which is to be used to achieve and sustain a high standard of performance by Consultant personnel.

The Consultant will provide a detailed design schedule which indicates time frames required for the work tasks. The Consultant will prepare and submit a monthly progress report and progress schedule indicating the percent of work complete/ funds expended that corresponds to the monthly invoice. The progress reports shall include all active and completed tasks and shall indicate the percentage of total work completed (total and by task), work and submittals completed in the last month, work to be performed in the next billing period, meetings, actions/decisions required by the County, and the status of the schedule and budget. The Consultant will identify and justify any schedule slippages.

The following are to be included with each invoice: a detailed cost control report by Task with Totals, (to include % of Total Budget, % Complete, % of Total Project Complete, % Billed This Period & Total % Billed); a brief narrative of the work performed; detailed payroll backup (timesheets).

The project manager for the Consultant team should be available to discuss project status on a bi-weekly basis (either in person or via conference call, as necessary) to ensure the project remains on track and within the budget. A minimum of six (6) technical meetings are anticipated in addition to the bi-weekly status meetings for the project to discuss project milestones. These meetings will include all key personnel as required from the Consultant team, OCE, NJDOT, NJTPA, NJTA, NJDEP, etc. The Consultant will prepare and distribute meeting minutes.

The Design Communication Report (DCR) is to be maintained throughout the project in accordance with NJDOT guidelines. The intent of this document is to provide a record of all pertinent communications (also referred to as interactive communications on NJDOT's website), decisions, agreements and approvals that will occur between the designers, review agencies, and various stakeholders. The Consultant will review the DCR initiated during the LCD and LPE Phases and maintain the DCR throughout the FD phase.

The Consultant will prepare and submit the FD Quality Certification at the conclusion of the FD Phase.

Federally funded projects are required to follow the federal process. It will be the responsibility of the Consultant to be current on all federally required reporting procedures and forms.

Task 2 – Final Design Initiation

The Consultant will review all LCD and LPE plans and reports to understand the project scope. The Consultant will schedule a kick-off meeting with the County, NJTPA, NJDOT Local Aid and BEPR, NJDEP-SHPO and others associated with the project. The Consultant will make field visits to the site to take photographs and become familiar with project site.

Task 3 – Roadway Engineering

Final Horizontal / Vertical Geometry

The Consultant will complete all roadway horizontal and vertical geometry calculations. The horizontal geometry is added to the Plan and Tie sheets. The vertical geometry is added to the Profile and Grade sheets. The Consultant completes the driveway profiles where required to determine grading limits. The Consultant prepares the Method of Cross Sections and prepares cross sections for mainline, ramps and side streets.

Final Design Supplemental Survey

The Consultant conducts a supplemental survey for any areas not addressed in previous surveys. Supplemental survey information may include additional topographic data, utility test pits, right of way stakeouts, soil borings and wetland delineation. The Consultant prepares a supplemental report as an addendum to the original Control Survey Report. Update the base maps and digital terrain model (DTM) to reflect the supplemental survey information. Prepare surveys in accordance with OCED and NJDOT standards.

Baseline/Centerline Control Tie Sheet:

1. The Baseline/Centerline Control Tie Sheet shall include all of the Alignment Data for any Existing Centerlines or Baselines and all Proposed Centerlines and Construction Baselines. This will include Coordinates for all significant Control Points including P.O.B., PC's, PT's, Radius Points, Angle Points, and P.O.E.'s for each Alignment. Curve Data shall be provided for all Curves on the Project.

2. Baseline/Centerline Tie Sheets will also include locations of all Traverse Points, which will include Ground Adjusted Coordinates, Grid Coordinates and Station and Offset for each Point from the Centerline or Baseline.
3. Locations of all Property Corners located will also be shown on the Control Tie Sheet. All Property Corners located will have Station/Offsets given and “Ground” Coordinates provided. The Name of the Company or Surveyor on the Corner shall also be noted.
4. Within the Control Tie Sheet in the General Notes, there should be a note explaining that all Coordinates shown are “Ground Adjusted State Plane Coordinates.” Ocean County’s standard note is as follows:
 - a. *“Coordinates shown hereon are New Jersey State Plane Coordinate System NAD83 “Localized” Ground Coordinates, centered on a Base Point having “Grid” and “Ground” Coordinate Values of North xxxxxx.xxxx and East xxxxxx.xxxx. To Convert from “Localized” Ground Coordinates to New Jersey State Plane Coordinate System NAD83 “Grid” Coordinates, Add a Horizontal Shift Distance of xx.xxxx’ to the “Localized” North Coordinate Value, then Multiply that sum by the Average Combined Scale Factor of 0.xxxxxxxx, and Add a Horizontal Shift Distance of xx.xxxx’ to the “Localized” East Coordinate Value, then Multiply that sum by the Average Combined Scale Factor of 0.xxxxxxxx.*
5. All Elevations shown on these Plans shall be N.A.V.D. 1988 Datum and be established by means of a Traditional Differential Bench Run.
6. Swing Ties should also be provided to each Traverse Point, with Dimensions (measured in the Field-not inversed on the computer) expressed to the nearest hundredth of a foot (0.01’). Each Tie should be to a specific point (such as PK Nail, etc.).
7. Traverse Lines shall be labelled with Bearings and Distances for each leg of the Traverse.

Provide the following:

- a) Electronic copy of final plans and base files in Microstation compatible format prepared in accordance with OCED standards. The electronic sheets shall have a base unit of U.S. Survey Foot and shall be unscaled. Both the base file and sheet files shall be generated using OCED drawing seed files, line style, text, and cell resource files.
- b) An ASCII Comma Separated Value (CSV) MS-DOS text file and print-out (hard copy) of all the coordinate data. Separate ASCII files must be included for both Grid Coordinate values and Ground Adjusted Coordinate values.
- c) A complete copy of the electronic data collector file used in gathering the requested information and ASCII text mapping format using the feature/preference and control coding as established by OCED. Alternately, the original file as well as ASCII Comma Separated Value (CSV) MS-DOS text file which has been mapped to use Ocean County features and control coding. An ASCII Comma Separated Value (CSV) MS-DOS text file and print-out (hard copy and PDF format) of the coordinate data containing all data collected field and of the points associated with the individual break lines/alignments collected and/or used in the field.
- d) Copy (hard copy and PDF format) of Survey Field Notes.
- e) If working in Non-Microstation CAD, the Consultant shall provide all line style, font and block resources files. The Consultant shall also provide a plain text file that maps the Consultant’s layers, line style, line weights, fonts and colors to the County standards.

Final Traffic Lighting Plans & Report

Utilizing the conceptual layout plans developed in Preliminary Engineering, the Consultant prepares the lighting design plans and a Traffic Lighting Design Report as per NJDOT and NJTA standards. Resolve overhead and underground utility conflicts, and submit the lighting design plans for review prior to the Final Design Submission.

Soil Erosion and Sediment Control Report & Plans

The Consultant prepares the Soil Erosion and Sediment Control (SESC) Report, which identifies the areas requiring temporary and permanent erosion control and identifies the type of controls to be most effective. The Consultant will include field investigations, drainage survey, total area of disturbance, and identification of soil types; soil loss and drainage erosion calculations in the report, and recommend SESC controls or features. For projects stripping topsoil, include depth of A Horizon for soil types and preliminary topsoil analysis test results (pH, organic content, gradation, particle size, and salinity). The Consultant also prepares the SESC Plans based on engineering/design need incorporating the controls and features identified in the SESC report. Develop SESC specifications and prepare the engineering construction cost estimate. Submit the SESC Report and Plans to the Bureau of Landscape Architecture and Environmental Solutions for review and comment. The Consultant resubmits the corrected or modified plans with the Final Design Submission.

BEPR certifies to the Soil Conservation Districts that Final Design Submission plans and specifications are in conformity with the NJDOT Soil Erosion and Sediment Control standards. Provide a copy of the certification to the Executive Secretary of the State Soil Conservation Committee.

The Consultant will prepare and submit the SESC Application to the Ocean County Soil Conservation District for review and approval.

Jurisdictional Limit Maps and Agreements

The Consultant finalizes the Jurisdictional Limit Map and Agreements and submits to OCED, NJDOT, Toms River Township, and NJTA for review and approval. The Consultant should anticipate all effort as required to obtain approvals from the various jurisdictions within the project limits.

Final Drainage Plans & Report

The Consultant completes the drainage design according to Ocean County, NJDOT and NJTA Drainage Design Manuals and the Quality Management Guideline. The preliminary proposed drainage layout consisting of two (2) proposed lined underdrained bioretention basins is to be revised as required during FD based upon the hydraulic analysis completed during FD. Make final revisions to drainage plans and hydraulic analysis, as necessary, and prepare details and specifications for non-standard items; add drainage item quantities to plans and an engineering cost estimate. Analyze the existing drainage system for spread, hydraulic grade lines and pipe capacity using Bentley StormCAD. Prepare and submit a Final Drainage Design Report for review. Documentation of compliance with the Stormwater Management Rules will be required. The drainage analysis shall take into consideration the latest NJDEP regulations regarding water quality and stormwater management.

Additional soil borings and testing for proposed stormwater management BMPs are to be performed during FD phase, refer to the LPE report for preliminary testing information. If required, the Consultant procures the services of a drilling or other specialty contractor to conduct the subsurface investigation. The specialty contractor conducts drilling, sampling and in-situ testing under the supervision of the Consultant who classifies the samples. The Consultant submits the boring logs, boring location plans, in-situ testing and other investigative analysis for review and approval.

Final Roadway Plans

The Consultant updates the preliminary roadway plans that were prepared in LPE phase to produce the final roadway plans. The final roadway plans shall be prepared in accordance with OCED and NJDOT standards. Plans shall be prepared using the OCED standards for sheets, linestyles, fonts, etc. Examples and appropriate files can be found on the OCED website. Perform a field inventory of existing conditions before finalizing the plans to

ensure accuracy. Prepare the Roadway Quantity Calculations and update the DCR accordingly. The final roadway plans may include:

- Key Sheet
- Estimate – Distribution of Quantities
- Typical Sections
- Plan Sheet Index
- Construction Legend
- Construction Plans
- Environmental, Soil Erosion & Sediment Control Plans
- Drainage Plans
- Curb Ramp Layout Detail
- Construction Details
- Profiles
- Ties
- Grades
- Traffic Control And Staging Plans
- Traffic Signal Plans
- Electrical Plans
- Highway Lighting Plans
- Intelligent Transportation System Plans
- Utility Plans
- Sign Location Plans
- Traffic Signing and Striping Plans
- Sign Text Detail
- Landscape Plans
- Method of Cross Sections
- Cross Sections

The Consultant will review and address all comments previously provided by review agencies during the LPE phase which were deferred to the FD phase.

Final Traffic Signing, Striping and Signal Plans

The project includes new and revised traffic signals. The Consultant shall anticipate upgrades to all existing signalized intersections within the project limits. The Consultant prepares the traffic signal, electrical, signing and striping plans and signal timing schedules as per the MUTCD, ADA, OCED, and NJDOT Standards and Sample Plans. Resolve overhead and underground utility conflicts. Prepare interim or temporary signal plans as required and submit to OCED, NJDOT Local Aid (LA) & Bureau of Traffic Engineering (BTE). It is anticipated existing signals will be used as interim signals.

Final ITS Facilities Plans

Existing Intelligent Transportation Systems (ITS) facilities impacted by the project will require relocation within NJTA jurisdiction, refer to the LPE Report for detailed information. No NJDOT ITS equipment is proposed. Based on the ITS facilities design prepared during LPE, the Consultant completes the electrical and communications design work required for the construction plans. The ITS facilities plans include wiring schematics, interconnection drawings, equipment layout special details, any non-standard electrical details, fiber assignment diagrams and system block diagrams. Also submit the ITS related section of special provisions including material and equipment specifications and a separate cost estimate for proposed ITS facilities.

Detour and Construction Staging

The Consultant will finalize the preliminary detour and construction staging plans developed during the LPE phase. The Consultant will obtain concurrence of the proposed detours and staging from the various affected agencies and will update the plans accordingly. Refer to the NJTA's Manual for Traffic Control in Work Zones. Access to businesses will be maintained during normal operating hours. All temporary construction barrier will be MASH and/or NCHRP-350 compliant.

Task 4 – Structural Engineering

Geotechnical Foundation Engineering Report

The Consultant develops foundation recommendations and geotechnical assessments required to design the structure foundations. Conduct the geotechnical analysis and design for the structures foundations, analyzing the necessary items such as soil bearing capacity, pile bearing capacity, estimated pile tip elevation, required pile embedment, foundation settlement and foundation stability. Assess foundation constructability, pile drivability and other geotechnical foundation concerns. Prepare the Geotechnical Foundation Engineering Report and submit for review.

Additional soil borings and testing for proposed noise / retaining walls and sign structures are to be performed during FD phase as required, refer to the LPE report. The Consultant identifies the need for subsurface exploration and in-situ testing to evaluate foundation support, settlement, slope stability and ground water conditions and determines the general geology of the project site. The Consultant determines the number, location and depth of borings, the depth and types of samples and the in-situ testing required for the geotechnical design. The Consultant prepares a boring and in-situ testing layout plan and boring contract specifications.

If required, the Consultant procures the services of a drilling or other specialty contractor to conduct the subsurface investigation. The specialty contractor conducts drilling, sampling and in-situ testing under the supervision of the Consultant who classifies the samples. The Consultant submits the boring logs, boring location plans, in-situ testing and other investigative analysis, as well as foundation type selection for review and approval.

Final Structures Documents

The Consultant prepares the final structures documents according to NJTA requirements and the NJDOT Bridges and Structures Design Manual and the Quality Management Guideline. The final structures documents may include:

- Key plan of structures
- Sign structures
- Detail sheets
- Demolition plans
- Engineer quantity estimate
- Structural quantity calculations
- Structural details for noise barriers

The Consultant will prepare and submit structural calculations as required for proposed noisewalls, overhead signs and other proposed structures as deemed necessary within the project limits. Overhead sign structures are anticipated along GSP SB in advance of the new exit ramp, at the Exit Ramp, on Route 9 SB, and on Route 166 in advance of Lomell Lane. Advanced directional signs along GSP Northbound will require revision due to the elimination of the left turn from Northbound Route 9 to C.R. 571. The new sign structure locations are to be coordinated with NJTA's GSP Interchange 80-83 improvements project, as advanced signing may be combined. All efforts required to obtain approval from each jurisdiction for proposed signing are to be included in the Consultant's proposal.

Noise Barrier Detail Plans

The Consultant will prepare the plans and details for noise walls included within the Final Noise Study. The noise barrier details are included within the Final Roadway Plans and Final Structures Documents and are submitted as part of the Final Design Submission. Noise Barrier structural design will be in accordance with Section 15 of the AASHTO Bridge Design Specifications.

Geotechnical Roadway and Rock Engineering Report

The Consultant develops roadway geotechnical recommendations required for the design of roadway embankments and cuts. Conduct the geotechnical analysis and design for the roadway, considering necessary items such as slope stability, settlement, required ground improvement, and subsurface drainage. Assess roadway geotechnical constructability and other geotechnical concerns. Conduct geologic structural analysis, investigating possible failure modes and evaluating stability of proposed rock slopes. Submit the Geotechnical Roadway and Rock Engineering Report for review.

Task 5 – Right of Way and Access

Final Right of Way Submission

The Consultant will prepare the Entire Tract Maps (ETM), General Property Parcel Maps (GPPM), descriptions of each parcel and the Individual Parcel Maps (IPM) and submit the Right of Way (ROW) plans and documents with all project commitment letters or memorandums to OCED and NJDOT-LA for review. Prepare the documents in accordance with OCED Standards for ETMs and GPPMs as noted below. The Consultant resolves all comments and incorporates the changes within the Final Right of Way (ROW) Submission.

Partial acquisitions, permanent easements and temporary easements will be required. Additional ROW may be required to address current Stormwater Management Rules. Block 410.04 Lot 69 may be modified to a total acquisition and owner relocation.

ROW plans shall include:

- Control tie sheet
- Tract maps
- Parcel maps
- Metes and Bounds descriptions for acquisitions.

Entire Tract Map:

1. The Entire Tract Map shall be at a Scale large enough to show each of the Lots from which Acquisitions will be made, in their entirety. In the case of extremely large Properties, a not to scale sketch can be added with all of the Courses annotated or listed in a table. The Bearings and Distances should be in both Project Datum and Record Datum and the text fonts or styles will be different enough to distinguish between Project and Record Bearings.
2. Each Lot shall be labelled with Block Number, Lot Number, Parcel Number, Street Address, Current Owner Name, Current Owner Deed Book and Page, Filed Map Information and the Area of the Entire Lot.
3. The Centerlines/Baselines shall be shown and labelled.
4. The Proposed Right of Way Lines and all Proposed Easement Lines shall be shown (without annotation).
5. Dimensions shall be shown from Centerline/Baseline to the Right of Way Lines.
6. All Gores and Overlaps shall be shown and labelled.

General Property Parcel Map:

1. The Centerline/Baseline shall be shown and fully annotated.
2. Each Property shall be shown and labelled with Block and Lot Numbers, Street Address, Current Owner's Names, Deed Information, and Total Lot area.
3. Each Tract being acquired shall be shown and fully annotated. Each Tract will have the Parcel and Tract Number, Type of Acquisition and Area of Acquisition labelled.
4. All Existing Easements of Record shall be shown.
5. The P.O.B. for each Tract shall be labelled (generally at the "Downstation" end of the Tract with Station and Offset from the Existing Centerline or Baseline to the P.O.B.
6. Block Limit Lines shall be shown.
7. Sufficient Existing Conditions will be shown to assist the Appraiser in doing his job, Edges of Pavement, Curblines, Sidewalks, Existing Utilities, (including Sanitary and Storm Sewers), Woodlines, significant large Trees, Existing Driveways, Existing Signs, Mailboxes, Landscaping.

Access

Access impacts within State jurisdiction require NJDOT approval. The Consultant will review and analyze all existing driveways within the project limits and prepare the Project Access Plan (PAP) in accordance with NJDOT Access Management Guidelines to identify any proposed alterations to each property's access. This includes identification of NJ State Highway Access Management Code implications along the State Highway, and any 'fatal flaw' access issues. Identify any warranted waivers with justifications listed in the Access Impact Summary (AIS). The Consultant will submit the PAP and AIS to NJDOT for review and acceptance.

The Consultant prepares Access Cut-Outs (ACO) in accordance with the Access Design Guidelines and submits to the Office of Access Design (OAD). The Consultant prepares and submits the Access Design Guidelines QA/QC Checklist for each ACO to the OAD. If applicable, the Request of Waiver Form (MT-159) is also submitted to the OAD. The Consultant prepares and submits a list of property owners' names and mailing addresses to the OAD. If there is any revocation of access, include names and mailing addresses for tenants.

Task 6 – Utility Engineering

The Consultant will re-establish contact with the utility companies and update utility base plans as required. Refer to previous utility correspondence and information contained in the LPE Report.

Conduct Subsurface Utility Engineering

The Consultant will utilize a Subsurface Utility Engineering (SUE) Program, including test pits based on the utility impact analysis. The Consultant conducts SUE in order to determine the exact location of underground utilities. Depending upon the type of utility and potential design conflict, several SUE methods can be utilized. If only horizontal location is needed, underground utilities may be located remotely using ground penetrating radar, metal detectors or similar devices. This method will not provide utility depth. If depths of utilities are needed, the Consultant arranges for a SUE Contractor or the utility company to dig subsurface test pits. Test pits are not needed to locate every utility and should only be used in locating utilities that have a potential conflict. Prior to conducting SUE test pits, the Consultant must confirm with the utility company if previous SUE test pits have been performed for the conflict area and horizontal and vertical data exists. Test pits are dug to locate underground utilities and linked to physical features in the field by a survey crew. The Consultant prepares a SUE test pit report and includes the survey notes from the SUE Contractor or utility company with the report.

Alternatives of Accommodation Plan

The Consultant will develop an Alternatives of Accommodation Plan and confirm the proposed utility accommodation with each utility company. The Consultant will prepare a Utility Master Plan that overlays all utilities present within the project area.

Utility Agreement Plans, Specs. & Estimates

The Consultant will prepare utility agreement plans of utility facilities to be relocated or altered. A utility agreement plan provides an overview of the existing and proposed utility locations. The Consultant or Utility Company completes detailed plans, specifications and estimates of utility facilities to be relocated or altered. The Consultant shows final utility accommodations and betterments on contract documents based on the completed utility agreement plans, specifications and estimates.

Task 7 – Communications

Community Relations

The Consultant will prepare project fact sheets, organize and maintain a stakeholder database, assist the County in preparing press releases, and respond to questions and comments as appropriate. The Consultant will arrange, attend and document project meetings with various project stakeholders as necessary, including but not limited to meetings with NJDOT Subject Matter Experts (SMEs), NJTPA, NJTA, NJDEP, Municipal and OC officials.

The Consultant will prepare for and attend meetings, as required, to update the public and local stakeholders by providing factual and reliable information. Multiple public meetings may be required. The Consultant will prepare display boards and provide any necessary technical experts as required. The Consultant will maintain the project website created during the LPE phase, including payment of fees, revised formatting and regular updates with current project information throughout the FD phase. The Consultant will continue the management of the www.gspint83.com website service for a period of not less than 5 years from commencement of the FD phase. The Consultant will be required to submit (monthly or bimonthly) statistics reports to the project team.

The Consultant will perform community involvement as per the Final Design Public Involvement Action Plan (PIAP). This may include public information centers and public meetings, as well as work sessions/focus groups with local officials. Other tasks may include the preparation of mailing lists, data sheets, displays, technical presentations and meeting follow-up. The Consultant should anticipate a minimum of one (1) public information center.

Task 8 – Environmental Documents

Environmental Reevaluations

The Project Manager requests the Bureau of Environmental Program Resources (BEPR) complete a Construction Environmental Reevaluation form and an Environmental Inventory Checklist. If the reevaluation indicates that there has been a significant change to environmental considerations, then supplemental environmental documentation may be required. BEPR submits the reevaluation form and the Environmental Inventory Checklist to FHWA for approval, if required.

The project will require an NJDEP CAFRA Permit, NJPDES Stormwater Construction GP, and Soil Erosion and Sediment Control Certification. A Linear Development Waiver is also anticipated due to project constraints, urbanized corridor and lack of favorable soil permeability. Other environmental permits or approvals may be required. The project proposes 1.37 acres of net “new” regulated motor vehicle surface and 4.29 acres of land

disturbance; therefore, the project is a “major development” and the Stormwater Management Rules apply. The Consultant will schedule, attend and document meeting(s) to discuss permits and design criteria to obtain NJDEP concurrence. BEPR will serve as the liaison, if needed, with respect to coordinating with Federal and State Regulatory Agencies.

Note the Garden State Parkway Historic District is located within the project area. There are no water crossings or mapped wetlands in the project limits. The LPE Report anticipates impacts to the existing SWM basin constructed as part of the NJTA’s Shoulder Widening project.

A Categorical Exclusion Document (CED) has been prepared and submitted to NJDOT BEPR for review.

Environmental Permits and Licenses

The Consultant will collect supporting information and prepare required plans, engineering analysis, and environmental reports according to the current standards of the applicable permitting agency. Submit draft applications to BEPR for review and approval. BEPR submits the permit application to the appropriate permitting agency. Provide any necessary additional information or revisions as requested by the permitting agency.

Final Environmental Plans

The Consultant, in consultation with BEPR, prepares the environmental plan sheets, incorporating environmental constraints, impacts, mitigation, commitments and permit conditions into the contract documents.

Final Noise Study

The Consultant will review and advance the preliminary noise design initiated during the LPE phase. Refer to the LPE Report for additional information. Evaluate potential noise impacts on noise sensitive areas (such as residences, businesses, etc). The Consultant will prepare and submit the Noise Technical Environmental Study for review and approval. Noise abatement measures will be considered according to the FHWA/NJDOT Noise Abatement Policy. The Consultant will prepare a draft Final Noise Study to document the location, height and aesthetics of proposed noise barriers or other sound attenuation measures. The Consultant submits a draft Final Noise Study to NJTA and BEPR for review and comment. The Consultant and BEPR meet with FHWA to discuss the mitigation measures.

The Consultant will prepare and submit the Final Noise Study to OCED, NJTA, and BEPR for review and comment. The Consultant addresses comments and resubmits to BEPR to forward to FHWA for concurrence. Following FHWA concurrence, the Final Noise Study is sent to the local officials.

Noise Mitigation Questionnaire

The Consultant will prepare for and coordinate a local officials briefing and public meeting to present the results of the draft Final Noise Study. Distribute a noise mitigation questionnaire. The Consultant and BEPR meet with the local officials and present the proposed mitigation. The Consultant and BEPR then meet with the affected community members to obtain input and collect the completed questionnaires. BEPR evaluates the completed questionnaires, submits the results to the local officials and requests a formal resolution of support. Upon receiving resolution of support, BEPR instructs the Consultant to complete the Final Noise Study.

Cultural Resources Mitigation Report

Based on the cultural resources commitments documented in the State Historic Preservation Office (HPO/SHPO) Resolution/Memorandum of Agreement, the Consultant, BEPR and Project Manager consult with the HPO/SHPO to develop the cultural resources mitigation design measures to incorporate in the project design plans and

specifications. The Consultant prepares any required cultural resources mitigation reports and submits to BEPR for review and approval. BEPR reviews and approves the mitigation reports and sends the approved report to the appropriate agencies and interested parties.

Task 9 – Final Design Submission

The Consultant prepares the FD Submission package according to the Quality Management Guideline. The package should include:

- Transmittal letter indicating the distribution of all FD Submission deliverables
- FD Certification
- Design Communications Report (DCR)
- Final Plans
- Special Provisions (using the most current Standard Input for Federal Aid Projects)
- Construction Cost Estimate
- Construction Schedule with narrative

The Consultant addresses comments and updates the contract documents as required. Once all comments are resolved, the project can proceed to PS&E.

Project Specifications

The Consultant develops the Special Provisions using NJDOT Standard Inputs. Incorporate Special Provisions for Federal Aid Projects (see NJDOT Local Aid Resource Center website), OCED specifications, non-standard items, and NJDOT Baseline Document Changes as required.

Construction Cost Estimate

The Consultant develops the construction estimate utilizing the Construction Cost Estimating Guide.

Construction Schedule

The Consultant creates a construction schedule using Primavera and the Scheduling Manual for Design Projects.

Task 10 –PS&E Submission

The Consultant prepares and submits the Plans, Specifications and Estimate (PS&E) package to OCED and NJDOT as per the Quality Management Guideline. In addition to the project plans, specifications and estimate, the PS&E package may include:

- PS&E Certification
- Soil Boring Log
- Construction Schedule and Narrative
- Approved Design Communications Report
- Quantity Calculations and Design Calculations

Information available on the OpenGov site to assist in the preparation of the RFP:

1. LCD Report
2. LPE Report
3. Supplemental Report

4. LPE Plans
5. Categorical Exclusion Document (CED)

Any information required for the project which is not available at the Ocean County Engineer's office must be obtained from respective agencies.

Information available on the Ocean County Engineering website:

Website address: <http://www.co.ocean.nj.us/OC/Engineering/frmCADDStandards.aspx>

- OCED electronic drafting stnds, seed files, Microstation resource files, and OCE details.
- OCED surveying standards and data collector files.
- OCED surveying feature coding. If uploading the County feature coding into your data collectors will result in the creation of an inaccurate drawing deliverable; the data collector file shall be manually modified to reflect OCED coding before submission of the required file
- OCED design practices associated with traffic signals, ADA ramps, crosswalks, etc.
- Ocean County Standard Pay Item list.

V. SELECTION CRITERIA

The County Engineer shall designate a committee to review and rank all responses. The selection criteria to be used in awarding a contract for the services described herein, shall include:

35% Proposer's Understanding of the Project

40% Experience and Qualifications

25% Contractual Conditions

Proposer's Understanding of the Project: Proposals will be evaluated against the questions set forth below:

Has the proposer demonstrated a thorough understanding of the purpose and scope of the project?

How well has the proposer identified pertinent issues and potential problems related to the project?

Has the proposer demonstrated that they understand the deliverables the County expects them to provide?

Has the proposer fully responded to all the questions set forth herein?

Does the proposal depict a logical approach to fulfilling the requirements of the RFP?

A. PROPOSER'S UNDERSTANDING OF THE PROJECT (35%)

1. UNDERSTANDING OF PROJECT (15)

2. TECHNICAL QUALITY (10)

3. COMPLIANCE WITH SUBMISSION GUIDELINES (10)

Experience and Qualifications: Proposals will be evaluated against the questions set forth below:

Do the individuals assigned to the project have experience on similar projects?

Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in work this project requires?

How extensive is the applicable education and experience of the personnel designated to work on the project?

Has the proposer demonstrated experience in completing similar projects?

How successful is the general history of the proposer regarding timely and successful completion of the projects?

Has the proposer provided letters of reference from previous clients?

B. EXPERIENCE AND QUALIFICATIONS (40%)

1. DETAILS OF SIMILAR RECENT PROJECTS (5)

2. PROJECT TEAM ORGANIZATION (5)

3. KNOWLEDGE OF APPLICABLE PUBLIC AGENCY REQUIREMENTS (15)

4. QUALIFICATIONS OF DESIGNATED KEY PERSONNEL (5)

5. EXPERIENCE OF KEY PERSONNEL (5)

6. REFERENCES OF KEY PERSONNEL (5)

Contractual Conditions: Proposals will be evaluated against the questions set forth below:
Has the proposer provided a sample Certificate of Insurance evidencing the required types and levels of insurance coverage?

C. CONTRACTUAL CONDITIONS (25%)

1. DETAILED APPROACH TO TASKS PRESENTED IN THE SCOPE OF WORK (15)
2. PROJECT TASKS DETAILED WITHIN SCHEDULE (10)

If the proposer requested any modifications to the Specifications, are they reasonable and acceptable to the County?

**** ATTENTION**** Responses received pursuant to this solicitation are subject to complete disclosure pursuant to the Open Public Records Act. Please note that disclosure includes any and all attachments and addenda supplementing the solicitation response. Accordingly, please do not include personal identifying information in any supplementary documents submitted with the solicitation response.

VI. PROPOSAL SUBMISSION REQUIREMENTS

1. All Technical responses to the Request for Proposal (“RFP”):

- a. Must be submitted electronically and must be received prior to 4:00pm, prevailing time on the date on which they are to be unsealed.
- b. The County will not be responsible for late submissions and no responses to this RFP will be accepted by the County if received after the time stipulated above.

2. All Cost Proposal/Fee Schedule Submissions for the Request for Proposal (“RFP”):

- a. Must be submitted manually by mail or hand delivered and must be received prior to 4:00 pm, prevailing time on the date on which they are to be received.
- b. The County will not be responsible for late submissions and no responses to this RFP will be accepted by the County if received after the time stipulated above.

VII. AWARD

The County of Ocean shall award a contract to the vendor or vendors that best meet the needs and interests of Ocean County. The County reserves the right to negotiate the terms and conditions of a contract with the successful vendor or vendors to obtain the most cost advantageous services for the County.

The County reserves the right to reject any or all proposals in accordance with N.J.S.A. 40A:11-13.2, or to waive any informalities and non-material defects in the proposals and to accept any proposal deemed in the best interest of the County.

It is to be understood by the proposer that their proposal is submitted on the basis of specifications prepared by the County and the fact that any proposer is not familiar with these specifications or conditions will not be accepted as an excuse.

VIII. INDEMNITY CLAUSE

The proposer, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.

IX. INSURANCE REQUIREMENTS

The contractor shall maintain primary insurance to protect against all claims under Worker's Compensation, Comprehensive General Liability and Automobile. Except for Worker's Compensation, all coverage shall apply as primary coverage with respect to any other insurance or self-insurance program afforded to the County. There shall be no endorsement or modification of this coverage to make it excess over other available insurance/coverage; alternatively, if the CGL and umbrella, excess of reinsurance states that it is pro rata, it shall be endorsed to be primary with respect to the County. Primary coverage shall be subject to approval for adequacy of protection as per the following limits:

Worker's Compensation

1. Limits according to Worker's compensation Laws of the State of New Jersey.
2. Contractor's Liability not less than \$100,000.

Comprehensive General Liability

1. Bodily Injury - \$500,000 per person; \$1,000,000 per occurrence.
2. Property Damage - \$1,000,000 per occurrence.

Comprehensive General Liability shall include the following:

1. Coverage for explosion, collapse or underground hazards.
2. Occurrence basis coverage.
3. Broad form property damage coverage.
4. Coverage for personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the insured.

Comprehensive Automobile Liability, if applicable, shall include the following:

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- a. Liability arising out of the ownership, maintenance or use of any auto;
- b. Auto non-ownership and hired car coverage.

- c. Contractor's Worker's Compensation, Comprehensive General Liability and Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

Professional Liability

- 1. Errors and Omissions Coverage - not less than \$1,000,000.

Copies of each insurance certificate shall be furnished to the County with Proposal (when requested).

X. ADDITIONAL INFORMATION

It is to be understood by the proposer that their proposal is submitted on the basis of specifications prepared by the County and the fact that any proposer is not familiar with these specifications or conditions will not be accepted as an excuse.

Payments will be made upon the approval of vouchers submitted by the successful proposer in accordance with the requirements of the Board of Commissioners and subject to the Board of Commissioners customary procedures. The County will not pay interest or late fees regardless of language provided.

Ocean County Board of Commissioners will make award within sixty (60) days after receipt of proposals.

The County of Ocean is exempt from any State sales tax or Federal excise tax.

“All contractors must comply with the provisions of New Jersey Statute Title 40A:11-18, when applicable.”

XI. CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

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

XII. CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, the proposer must certify that neither the proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the proposer is unable

to so certify, the proposer shall provide a detailed and precise description of such activities. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with a completed Certification on Non-Involvement in Prohibited Activities in Iran.

XIII. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Pursuant to N.J.S.A. 52:32-44, Ocean County (“Contracting Agency”) is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (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.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

XIV. COMPLETION OF DOCUMENTS

Proposer’s shall complete all documents and acknowledge all terms included with this proposal package. All documents should be from this proposal package and must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE 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 AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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 **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

AMERICANS WITH DISABILITIES ACT

Equal Opportunity for Individuals with Disabilities

The CONTRACTOR and the COUNTY do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this contract, the 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 COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The 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 COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

It is expressly agreed and understood that any approval by the COUNTY of the services provided by the 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 COUNTY pursuant to this paragraph.

It is further agreed and understood that the COUNTY 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 provision of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to re

Task	DESCRIPTION	Sr. Principal	Principal	Sr. Associate	Associate	Sr. Engineer	Engineer	Jr. Engineer	Jr. Engineer	Jr. Engineer	Sr. Drafter	Sr. Drafter	Drafter	Technician	Technician	Tech. Typist	TOTAL
		P-IX	P-VIII	P-VII	P-VI	P-V	P-IV	P-III	P-II	P-I	ET-5	ET-4	ET-3	ET-2	ET-1	TYPI ST	
	<i>Final Noise Study</i>																
	<i>Noise Mitigation Questionnaire</i>																
	<i>Cultural Resources Mitigation Report</i>																
9	Final Design Submission																
	<i>Project Specifications</i>																
	<i>Construction Cost Estimate</i>																
	<i>Construction Schedule</i>																
10	PS&E Submission																
TOTAL HOURS																	
Maximum Direct Hourly Wage Rate (See Note 1)																	
TOTAL DIRECT SALARIES																	

NOTES:

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

DIRECT SALARIES TOTAL	
NJDOT APPROVED OVERHEAD RATE	
FIXED FEE (22.5% DIRECT SALARIES)	
DIRECT EXPENSES	
PROJECT COST	