

REQUEST FOR PROPOSALS

for

SITE CONSULTANT SERVICES

for

SCHOOL FACILITIES PROJECTS

Contract No.: GP-0270-L01

Issue Date: May 29, 2020

Mandatory Electronic Notice of Intent to Participate Due Date:

June 12, 2020 by 2:00 PM Eastern Time

{See the Introduction, within, for details}

Proposal Due Date:

July 10, 2020 by 11:00 AM Eastern Time

{See Section 3.0, within, for delivery address}



N.J. SCHOOLS DEVELOPMENT AUTHORITY

32 East Front Street, PO Box 991, Trenton, NJ 08625

**REQUEST FOR PROPOSALS
FOR
SITE CONSULTANT SERVICES FOR SCHOOL FACILITIES PROJECTS**

INTRODUCTION

The New Jersey Schools Development Authority (“NJSDA” or “Authority”) is seeking to procure Site Consultant services to support school facilities projects. These support services may include predesign and site feasibility; environmental site review; early site development; site/civil planning and design; design-build construction administration; emergent projects; limited architectural and structural engineering and design services; and project closeout. This procurement is intended to create a selected pool of Site Consultants with relevant experience and qualifications to successfully complete these services.

This Request for Proposals (“RFP”) defines the steps needed for participation in the procurement, and is issued pursuant to the Authority’s regulations governing the procurement of professional services consultants, N.J.A.C. 19:38C-1 et seq., in particular, the regulations governing procurement of consultants pursuant to term agreements, N.J.A.C. 19:38C-7.1 and -7.2.

The NJSDA intends to award a contract and enter into a “Site Consultant Services for School Facilities Projects Agreement” (the “Agreement”) with a minimum number of six (6) awardees in accordance with this solicitation. The maximum amount of compensation payable per firm pursuant to the “Agreement” shall not exceed \$3,000,000. The Term of the Agreement shall extend for a period of three (3) years or until all obligations of the Site Consultant to deliver services pursuant to any existing Task Order have been performed to the satisfaction of the Authority, whichever is later.

Firms participating in this procurement must be prepared to provide services at standardized hourly rates as indicated in Attachment C to this RFP, when awarded or assigned Task Orders under this engagement.

This Site Consultant Services RFP consists of the following:

1. Request for Proposals
2. Attachment A: (Response Forms):
 - a) Firm’s Site Consultant Experience Summary Form
 - b) Firm’s Site Consultant Experience Case Study Form
 - c) Firm’s Key Team Member List
 - d) Firm’s Key Team Member Resume Form
 - e) Firm’s Approach to Providing Quality Deliverables Form
 - f) Firm’s Approach to Managing the Contract Form
3. Attachment B: Site Consultant Services for School Facilities Projects Agreement
4. Attachment C: Standardized Hourly Rates
5. Attachment D: Disclosure of Investment Activities in Iran Form
6. Attachment E: Source Disclosure Certification Form

7. Attachment F: Ownership Disclosure Form
8. Attachment G: Certification of Non-Debarment Form

These documents must be read in their entirety as they define the methodology for responding to this procurement, as well as describing the potential scope of services and responsibilities of the Site Consultant for projects awarded under this engagement. A Firm wishing to submit a response to this RFP must review and be thoroughly familiar with all terms and conditions of these documents. Note that Attachment B is the Master Form of Agreement that will govern this engagement, and is provided as an example of the responsibilities and services required for the projects to be awarded under this engagement. Contractual terms will be finalized upon award of particular Task Orders under this engagement, and modifications of the Agreement from the form of Attachment B will be specifically noted at the time of Task Order assignment or award.

Contractual terms may be adapted for particular Task Orders, and thus the Task Order documents may vary from the example documents provided herewith. Note that the specific scope of services and project scope for each Task Order will be included with the Preliminary Task Order Request (“PTOR”). The NJSDA will require a detailed breakdown and unit pricing for field investigation equipment and analytical services on a project-by-project basis. Upon review of the breakdown and unit pricing, the NJSDA may request additional competitive pricing from the Site Consultant for these services. The PTOR and the Firm’s proposal for a given Task Order will be referenced in the Notice to Proceed (“NTP”) issued for that particular Task Order.

Any Firm responding to this RFP must be pre-qualified by both the Department of the Treasury-Division of Property Management and Construction (“DPMC”) and the NJSDA in either the Civil Engineering (P005) discipline or the Environmental Engineering (P011) discipline with a rating of \$10 million or greater as of the due date for responses to this RFP.

In addition, at the time of assignment or award of a particular Task Order, the Site Consultant will be required to name DPMC and NJSDA prequalified Subconsultants to whom the Site Consultant will directly subcontract for the furnishing of any of the work required by the Scope of Services for that particular Task Order.

Notice of Intent to Participate: The NJSDA will not hold a traditional pre-proposal conference for this procurement. Any Firm wishing to submit a proposal **must** sign-in electronically by sending a mandatory e-mail Notice of Intent to Participate to Dave Kutch at dkutch@njsda.gov **no later than 2:00 PM Eastern Time on June 12, 2020.**

Questions from Interested Firms: Firms may submit written questions regarding this procurement to the NJSDA by sending them by e-mail to Dave Kutch at dkutch@njsda.gov **no later than 2:00 PM Eastern Time on June 12, 2020.** The questions and NJSDA answers will be provided via an addendum to the RFP to each firm that submitted a timely e-mail Notice of Intent to Participate.

Notice Regarding Communications: Refer all questions to NJSDA Procurement Staff. Any bidder attempting to contact government officials (elected or appointed), including NJSDA Board members, NJSDA Staff (except for Procurement), Selection Committee members, NJSDA

Consultants, and School District officials for information relating to this project or in an effort to influence the selection process may be immediately disqualified.

Submission of Proposals: Responses to this RFP must be received by the NJSDA **no later than 11:00 AM Eastern Time on July 10, 2020**. Faxed or e-mailed submissions will not be accepted.

1.0 PROCUREMENT OVERVIEW

1.1 General. This is a solicitation pursuant to the Authority's regulations at N.J.A.C. 19:38C-1 et seq., seeking interested Firms for the creation of a pool of site consultants to be assigned Task Orders to provide predesign and site feasibility; environmental site review; early site development; site/civil planning and design; design-build construction administration; emergent projects; limited architectural and structural engineering and design services; project closeout; and other services. Services shall be compensated on a time and materials not-to-exceed basis as specified in the Task Order, and at standardized hourly rates as set by the NJSDA. Standardized hourly rates are listed in Attachment C to this RFP.

1.2 Selection Process. Responsive Firms will be evaluated and scored by a Selection Committee on the basis of their written submissions in response to the RFP. The Responsive Firms will be ranked on the basis of such scores. The NJSDA will select at least six (6) of the highest ranked firms, and as many as twelve (12) firms for engagement, upon satisfactory completion of all specified pre-award requirements.

The NJSDA has no obligation to make an award and reserves the right to waive any non-material defects, reject any or all responses for any reason in accordance with law, and/or terminate the selection process at any time.

1.3 Task Order Assignment and Award. Task Orders under this engagement may be awarded pursuant to rotational assignments to pool members for performance of services on a time and materials not-to-exceed basis in accordance with the rates and fee established in this procurement, with consideration given to the Firms': (1) capacity to undertake the assignment; (2) unique local municipality or school district experience; (3) specialized experience applicable to the assignment; (4) commitment to meet schedule requirements; (5) past performance; (6) assessment of potential conflicts of interest; and (7) number and value of previous awards on the contract in an effort to equitably distribute the work.

1.4 Components of Response. Firms responding to the RFP shall thoroughly familiarize themselves with the RFP to ensure responsiveness in their submission. A conforming Response consists of the following components:

- a) Firm's Site Consultant Experience Summary Form (form provided in Attachment A)
- b) Firm's Site Consultant Experience Case Study Form (form provided in Attachment A)
- c) Firm's Key Team Member List (form provided in Attachment A)
- d) Firms Key Team Member Resume Form (form provided in Attachment A)
- e) Firm's Approach to Providing Quality Deliverables Form (form provided in Attachment

- A)
- f) Firm's Approach to Managing the Contract Form (form provided in Attachment A)
 - g) Disclosure of Investment Activities in Iran Form (form provided in Attachment D)
 - h) Source Disclosure Certification Form (form provided in Attachment E)
 - i) Ownership Disclosure Form (form provided in Attachment F)
 - j) Certification of Non-Debarment Form (form provided in Attachment G)

All of the above items must be included in the submission, with responses utilizing the Authority's Forms as indicated above.

1.5 Evaluation and Scoring Process. Each submission in response to the RFP will be reviewed to determine responsiveness. Non-responsive submissions will be rejected without evaluation. Responsive submissions will be evaluated by a Selection Committee ("Committee") established for the purpose of evaluating responses to the RFP. The Selection Committee will consist of no fewer than three (3) NJSDA Staff members. The evaluation will be based upon the information provided by a Firm in response to this RFP, and any necessary verification thereof. NJSDA reserves the right to schedule interviews of the responding Firms as a part of the evaluation process, though interviews are not contemplated at this time. Submissions shall be evaluated on the following Evaluation Criteria:

- Firm's Site Consultant Experience
- Firm's Approach to Providing Quality Deliverables
- Firm's Approach to Managing the Contract.

Each Selection Committee Member will evaluate each submission, assigning a raw score for each criterion on a scale of 0 to 10 as follows:

- Outstanding (9–10): depth and quality of response offers significant advantages.
- Superior (7-8): exceeds RFP requirements with no deficiencies.
- Sufficient (5-6): meets RFP requirements with no significant deficiencies.
- Minimal (3-4): meets RFP requirements but contains some significant deficiencies.
- Marginal (1-2): comprehends intent of RFP but contains many significant deficiencies.
- Unsatisfactory (0): requirements not addressed and lack of detail precludes adequate evaluation.

Weighting factors will then be applied to each of the Selection Committee Member's raw scores for each criterion to arrive at a total weighted criterion score as follows:

RFP Evaluation Criteria	Weighting Factor (Applied to Raw Score)	Maximum Available Points for Criteria
Firm's Site Consultant Experience	4.0	40
Firm's Approach to Providing Quality Deliverables	3.0	30
Firm's Approach to Managing the Contract	3.0	30
Total Points Available		100

Following the final technical ranking, the NJSDA will select at least six (6) of the highest ranked firms, and as many as twelve (12) firms, for engagement. Each successful Firm will be required to comply with all pre-award documentation requirements and acknowledge the standardized hourly rates as set forth in Attachment C. Upon satisfaction of all pre-award requirements, the selected firms will be awarded the engagement.

2.0 EVALUATION CRITERIA AND SUBMISSION REQUIREMENTS

2.1 Firm's Site Consultant Experience (40 Points)

Firm's Site Consultant Experience shall be evaluated based on the following submissions:

A. Firm's Experience Summary. Utilizing the *Firm's Site Consultant Experience Summary Form*, the Firm's experience summary should highlight the Firm's experience (within the last 7 years) with predesign and site feasibility; environmental site review; early site development; site/civil planning and design; limited architectural and structural engineering and design services; design-build construction administration; emergent projects; and project closeout. The summary should indicate the Firm's experience with relevant governing and permitting agencies (NJDEP, NJDOH, NJDCA). The experience summary should not exceed 1,000 words.

B. Firm's Experience Case Studies. Utilizing the *Firm's Site Consultant Experience Case Study Form* provided by the Authority, the responding Firm shall identify three (3) to five (5) particular projects as examples of the Firm's experience in providing the Scope of Services (within the past 7 years), including at least one within a regulated flood hazard area, and included a verification and acquisition of an individual permit from NJDEP. Case studies may be based on contracts with public or private sector clients. The case studies should describe the experience of the responding firm in producing deliverables required by the Scope of Services. One of the case studies must include a representative brownfield land development project in New Jersey that included a comprehensive review of site environmental quality, development of technical plans and bid specifications for site demolition and/or environmental remediation, and oversight of site demolition and environmental remediation activities. One of the case studies must include a representative project in New Jersey that included the performance of conceptual site planning services, development of schematic site plans, conceptual design of required site improvements and

infrastructure, development of design documents for purposes of obtaining proposals from a contractor; and construction administrative services. The narrative for each case study should not exceed 1,000 words.

Each case study must identify the name and address of the contracting entity for the case study project, and the name, title and telephone number of a contact person associated with the contracting entity who is familiar with and able to comment on the Firm's performance on each project.

C. Firm's Key Team Member List. Firms responding to this RFP must identify the Key Team Members, as defined in the Agreement (Attachment B to this RFP), who will be primarily responsible for performing and/or supervising the services for the engagement. The responding Firm must identify the following Key Team Members in its Technical Proposal:

- **Principal-in-Charge:** Individual who has overall responsibility for the Firm's successful completion of the Project and performance under this Agreement. A Firm may propose only **one** Principal-in-Charge.
- **Project Manager:** Individual with day-to-day responsibility for management and oversight of the Site Consultant Project team including any engaged subconsultants. A Firm may propose **up to three (3)** Project Managers.
- **New Jersey Licensed Site Remediation Professional ("LSRP"):** A Firm may propose **up to three (3)** LSRPs.
- **New Jersey Licensed Professional Engineer in the Civil Engineering, Environmental Engineering and Geotechnical Engineering Disciplines:** A Firm may propose **up to three (3)** individuals in each of the three (3) engineering disciplines.

Each responding Firm must complete and submit the *Firm's Key Team Member List* (provided in Attachment A), supplying all the information requested on the form.

D. Firm's Key Team Member's Resume and Experience. Utilizing the NJSDA *Firm's Key Member Resume Form*, Firms should provide a summary of each of the Firm's Key Team Member's experience, which must include, but is not limited to: a description of at least three (3) projects for which the Firm's Team Member in question fulfilled a role similar to that proposed for this engagement. The cited projects must be completed within the last 7 years. The Key Team Member's resume and experience should highlight their experience (within the last 7 years) with predesign and site feasibility; environmental site review; early site development; site/civil planning and design; limited architectural and structural engineering and design services; design-build construction administration; emergent projects; and project closeout. The summary should indicate their experience with relevant governing and permitting agencies (NJDEP, NJDOH, NJDCA, Soil Conservation Districts, Pinelands Commission, State Historic Preservation Office, etc.). The experience summary should not exceed 1,000 words. The NJSDA *Firm's Key Member Resume Form* is provided in Attachment A to this RFP.

2.2 Firm's Approach to Providing Quality Deliverables (30 Points)

Utilizing the *Firm's Approach to Providing Quality Deliverables Form* (provided in Attachment A to this RFP), the responding Firm shall submit a description of the Firm's approach for providing quality deliverables to the Authority. This description should include how the Firm intends to produce clear and concise documents that do not generate confusion, conflict, an opportunity for a prospective bidder to rely upon a lesser requirement due to vague or conflicting language within the deliverable, or present a potential gap to a prospective bidder, which could result in additional compensation or schedule relief once the design and/or construction contract is awarded. The Firm should explain its approach to ensure the "bidability" of their deliverables, including description of the Firm's quality control and assurance program and its document management processes. The narrative should not exceed 1,000 words.

2.3 Firm's Approach to Managing the Contract (30 Points)

Utilizing the *Firm's Approach to Managing the Contract Form* (provided in Attachment A to this RFP), the responding Firm shall submit a written statement indicating the Firm's approach to managing the contract, including the following:

- Describe how your Firm will effectively manage the administration of the contract from a financial perspective including, but not limited to, timely invoicing, preparation of detailed invoice cover letters that summarize the work performed during the billing period, weekly progress reports, identifies significant changes to the scope that may require future authorizations, and schedule management.
- Describe the Firm's understanding of the scope and challenges of the potential project assignments.
- Describe the Firm's approach to the effective management of its multidisciplinary staff and subconsultants to meet the requirements of the Scope of Services.
- Describe the Firm's understanding of the importance of project employee safety.
- Describe the Firm's approach to coordination and interaction with regulatory agencies that may have jurisdiction over NJSDA school facilities projects.
- Describe how your Firm's designated LSRP will strike a balance between NJDEP requirements and client advocacy.

2.4 Disclosure of Investment Activities in Iran Form (0 Points – Required Submittal)

At the same time as a Technical Proposal is submitted, the proposing Firm must submit to NJSDA a *Disclosure of Investment Activities in Iran Form* (Attachment D to this RFP) pursuant to Public Law 2012. C. 23 (codified at N.J.S.A. 52:32-55 et. seq.) (the "Act"). Pursuant to the Act, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the New Jersey Schools Development Authority must complete a Certification which states that the person or entity, or one of the persons or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. The completed Disclosure of Investment Activities in Iran Form must be submitted and included with the completed Technical Proposal.

Failure to submit such Certification will result in the disqualification of the bid and rejection of the Firm's Technical Proposal.

2.5 Outsourced Services Special Provisions (0 Points – Required Submittal)

Pursuant to N.J.S.A. 52:34-13.2, all services under the Agreement shall be performed within the United States unless the contracting officer of the NJSDA certifies in writing a finding that the service required by the NJSDA cannot be provided within the United States and the Certification is approved by the Executive Director of the NJSDA.

Source Disclosure Requirements - In compliance with the above mandate, the NJSDA has adopted source disclosure requirements, obligating all bidders seeking a contract with the NJSDA to disclose:

- (a) The location by country where services under the contract will be performed;
- (b) The location by country where any subcontracted services will be performed; and
- (c) The reasons why any of the services cannot be provided within the United States.

Accordingly, the proposing Firm must submit a *Source Disclosure Certification Form* (Attachment E to this RFP) filled out with the sourcing information required for itself and any proposed subconsultant.

Failure to submit sourcing information shall preclude award of a contract to the proposing Firm.

Shift to Outsourced Services During Contract Term Shall Be a Breach of Contract - A consultant or subcontracted firm that had, upon contract award, declared that services would be performed in the United States, shall be deemed in breach of the Agreement if such consultant or subcontracted firm proceeds to shift the performance of services outside of the United States, at any time during the term of the contract, and the Agreement shall therefore be subject to termination for cause under the terms of the Agreement, unless the NJSDA shall have first determined in writing that extraordinary circumstances require a shift of services or that a failure to shift the services would result in economic hardship to the NJSDA or the State.

2.6 Ownership Disclosure Form (0 Points – Required Submittal)

At the same time as a Technical Proposal is submitted, the firm must submit an *Ownership Disclosure Form*, pursuant to N.J.S.A. 52:25-24.2, using the form created by the Department of the Treasury, Division of Purchase and Property, which form is supplied by NJSDA as Attachment F to this RFP and is available as an interactive form on the Treasury website at:

<https://www.state.nj.us/treasury/purchase/forms/OwnershipDisclosure.pdf>

If the proposing firm is a corporation, the *Ownership Disclosure Form* requires the proposing firm to set forth the names and addresses of all stockholders in the corporation who own 10 percent or more of any class of its stock. If the proposing firm is a type of partnership, the *Ownership Disclosure Form* requires the names and addresses of all individual partners in the partnership who own a 10 percent or greater interest therein. If the proposing firm is a limited liability company, the *Ownership Disclosure Form* requires the names and addresses of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partner or member in the firm is itself a corporation, partnership or limited liability company, then the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, who exceed the 10 percent ownership criteria threshold established by N.J.S.A. 52:25-24.2, have been listed. To comply with this section, a proposing firm with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. The *Ownership Disclosure Form* must be submitted and included with the completed Technical Proposal.

Failure to submit such Ownership Disclosure Form will result in the disqualification of the bid and rejection of the firm's Technical Proposal.

2.7 Certification of Non-Debarment Form (0 Points – Required Submittal)

At the same time as a Technical Proposal is submitted, the responding Firm must submit a *Certification of Non-Debarment Form*, pursuant to N.J.S.A. 52:32-44.1, using the form provided by NJSDA (Attachment G to this RFP).

Failure to submit such Certification will result in the disqualification of the bid and rejection of the Firm's Technical Proposal.

3.0 SUBMISSION REQUIREMENTS AND DELIVERY INFORMATION

3.1 Submission Mailing and Delivery Instructions

The firm must submit one (1) unbound original and one (1) cover-to-cover copy in PDF format on USB Flash Drive of the submission in response to this RFP no later than **11:00 AM Eastern Time on July 10, 2020**. Submissions will **only** be accepted by overnight or hand delivery at the following address:

NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY

32 East Front Street

Trenton, New Jersey 08625-0991

Attention: Dave Kutch, Sr. Procurement Analyst

Subject: Site Consultant Services - GP-0270-L01

The hard copy original and electronic version of the submission must contain identical information. Providing inconsistent information in the two versions of the submission may result in a determination that the submission is non-responsive.

Submissions received after the date and time listed above will not be considered.

Faxed or e-mailed submissions will not be accepted.

Any firm wishing to submit a response to this RFP must submit a timely e-mail Notice of Intent to Participate, as provided in the Introduction, above.

**4.0 PRE-AWARD REQUIREMENTS
(INFORMATIONAL ONLY – DO NOT INCLUDE WITH RFP SUBMISSION)**

After determination of the successful firms, the NJSDA shall require the following additional information prior to the award of the contract:

4.1 Proof of Business Registration Certification

Pursuant to N.J.S.A. 52:32-44, the NJSDA (“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.

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 <http://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.

Interested Firms may obtain New Jersey Business Registration assistance by going on-line to <http://www.state.nj.us/treasury/revenue/gettingregistered.shtml> or by calling the New Jersey Department of the Treasury at 609-292-9292.

4.2 Political Contributions

P.L. 2005, c. 51 which amended and supplemented N.J.S.A. 19:44A-20.1 et seq., and superseded Executive Order 134 (2004), addresses the effect of political contributions on State contracting. Accordingly, a selected Firm will be required to respond in a timely fashion to certification and disclosure requirements that will be stated in the Notice of Award issued by the NJSDA. Additionally, a selected Firm will be required to comply with Executive Order No. 117, which is designed to enhance New Jersey's efforts to protect the integrity of government contractual decisions and increase the public's confidence in government. The Executive Order builds on the provisions of P.L. 2005, c. 51 ("Chapter 51"), which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government vendors.

Requirements for Selected Firm. The Firm shall receive a Notice of Award that will, among other things, notify the Firm that it must submit a Certification and Disclosure of Political Contributions form and Business Entity Disclosure form as provided by the Authority. Failure to submit these forms in a timely fashion shall be cause for rejection of the Firm.

Firm's Continuing Obligation to Comply with P.L. 2005, c. 51. The Firm shall be required on a continuing basis to disclose and report to NJSDA, on forms provided by the Authority, any contributions made during the contract term by the Business Entity, at the time it makes the contribution.

4.3 Political Contributions Disclosure

Firms are advised of their responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (“ELEC”), pursuant to N.J.S.A. 19:44A-20.18 and 20.19 (P.L. 2005, c. 271, section 3), in the event they receive contracts in excess of \$50,000 from a public entity in a calendar year. It is a Firm’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at <https://www.elec.state.nj.us/>.

4.4 Anti-Discrimination Requirements

In addition, the Firm shall not discriminate in employment and shall abide by all anti-discrimination laws including those contained within N.J.S.A. 10:5-1 et seq. and all rules and regulations issued there under, including N.J.A.C. 17:27-1.1 et seq. **Accordingly, in a Notice of Award, a Firm shall be required to submit to the NJSDA, with its executed Agreement, one of the following three documents:**

- (1) Appropriate evidence that the Firm is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of Employee Information Report approval issued in accordance with N.J.A.C. 17:27-4.2; or
- (3) An initial Employee Information Report (Form AA302*) provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4.2.

***The original of the submitted document shall be provided to the New Jersey Department of the Treasury.** Please see following link for details:

http://www.state.nj.us/treasury/contract_compliance/forms.shtml

4.5 Insurance and Indemnification

A successful Firm shall be required to provide evidence of the insurance coverages required in Section 5.1 of the Agreement, Attachment B to this RFP, at the time of execution of the Agreement.

4.6 Other Information As Required

The NJSDA may request additional information from selected firms as required under the Agreement, or pursuant to applicable policies, procedures or law.

**5.0 POST-AWARD REQUIREMENTS
(INFORMATIONAL ONLY – DO NOT INCLUDE WITH RFP SUBMISSION)**

At the time of assignment or award of a specific Task Order under this engagement, the NJSDA shall require the following additional information:

5.1 Firm’s Proposal for SBE and DVOB Set-Aside Targets (NJSDA SBE/DVOB Participation Form and Certification(s) of SBE/DVOB Status)

This is a post-award requirement, which must be fulfilled at the time of assignment or award of a specific Task Order under this engagement. Pursuant to the Set-Aside Act, N.J.S.A. 52:32-17 and implementing regulations under N.J.A.C. 17:13-1.1 et seq., the NJSDA requires the selected Firm to provide opportunities to Small Business Enterprise (SBE) firms to participate in the performance of this engagement, consistent with the set-aside goals of N.J.A.C. 17:13-4.1, awarding 25% of the total contract value to registered SBE firms with revenues that do not exceed the annual revenue standards established by the Federal standard at 13 C.F.R. 121.201.

Pursuant to the Set-Aside Act for Disabled Veterans’ Owned Businesses, N.J.S.A. 52:32-31.1 et seq., the NJSDA requires the selected Firm to provide opportunities to Disabled Veteran Owned Businesses (DVOBs) to participate in the performance of this engagement, consistent with the set aside goals of N.J.S.A. 52:32-31.5, awarding 3% of the total design and construction contract value to DVOB firms registered with the Department of the Treasury – Division of Revenue and Enterprise Services.

The selected Firm shall be required to make good faith efforts to ensure that SBEs and DVOBs have the maximum practicable opportunity to participate in the performance of this engagement. The Firm must submit a completed “SBE/DVOB Participation Form”, provided by the Authority, identifying all SBE firms and DVOB firms proposed for use as Subconsultants on the engagement to meet (or exceed) the set-aside targets.

- For the purpose of meeting the SBE goal, any Subconsultant firm identified as an SBE must be registered as such with the Department of the Treasury, Division of Revenue, in the revenue category specified, in order for NJSDA to recognize such Subconsultant firm’s SBE status.
- For the purpose of meeting the DVOB goal, any Subconsultant firm identified as a DVOB must be registered with the Department of the Treasury – Division of Revenue and Enterprise Services, in order for NJSDA to recognize such Subconsultant firm’s DVOB status.

All Subconsultants must submit a completed Confirmation Statement of SBE/DVOB Status, provided by the Authority, to the Firm for submission to the Authority.

In the event that a Responding Firm names a Subconsultant for SBE purposes, and the Subconsultant is not registered as an SBE with the Department of the Treasury, Division of Revenue, the Firm must disclose that fact and explain how and when the lack of registration shall be cured.

In the event that a Responding Firm names a Subconsultant for DVOB purposes, and the Subconsultant is not registered as a DVOB with the Department of the Treasury, Division of Revenue, the Firm must disclose that fact and explain how and when the lack of registration shall be cured.

If a firm fails to show that it will meet its SBE or DVOB subcontracting targets, it must document its good faith efforts to meet the targets.

The Firm shall maintain records regarding each SBE and DVOB firm contacted as a potential Subconsultant and the reasons why that SBE or DVOB firm was not used by the Firm. Reasonable outreach efforts shall include but not be limited to:

1. Solicitations of SBE and DVOB firms as Subconsultants for the School Facilities Package, including advertisements in general circulation media, trade association publications, and small business focus media. Such solicitations shall be made at a sufficient length of time before the date set for receipt of bids to permit a meaningful response from SBE and DVOB firms.
2. Efforts made to use the services of available community organizations, Contractor/Consultant groups, and local, State and Federal agencies that provide assistance in the recruitment and placement of SBE or DVOB firms.

A Firm shall not be permitted to remove or substitute any firms listed on the SBE/DVOB Participation Form without prior written approval from the Authority.

For more information on statewide listing of firms certified as small, woman and minority owned business enterprises and disabled veterans owned businesses and to learn more about the Standards of Eligibility to become registered as a “Small Business” or “Disabled Veteran Owned Business” contact the Business Services Call Center at 1-866-534-7789, or visit New Jersey’s business web portal: <http://www.nj.gov/njbusiness/contracting>.

5.2 Subconsultant Business Registration Certification

Proof of valid business registration with the Division of Revenue of the New Jersey Department of the Treasury (the “Division of Revenue”) for all subconsultants must be provided to the Authority.

5.3 Other Information As Required

The NJSDA may request additional information from selected firms as required under the Agreement, or pursuant to applicable policies, procedures or law.

ATTACHMENT A(a)

FIRM'S SITE CONSULTANT EXPERIENCE SUMMARY FORM

FIRM'S SITE CONSULTANT EXPERIENCE SUMMARY FORM

The Firm's experience summary should highlight the Firm's experience (within the last 7 years) with predesign and site feasibility; environmental site review; early site development; site/civil planning and design; limited architectural and structural engineering and design services; design-build construction administration; emergent projects; and project closeout. The summary should indicate the Firm's experience with relevant governing and permitting agencies (NJDEP, NJDOH, NJDCA). The experience summary should not exceed 1,000 words.

FIRM'S SITE CONSULTANT EXPERIENCE SUMMARY FORM (cont'd)

ATTACHMENT A(b)

FIRM'S SITE CONSULTANT EXPERIENCE CASE STUDY FORM

FIRM'S SITE CONSULTANT EXPERIENCE CASE STUDY FORM

(This form may be reproduced as necessary.)

CASE STUDY # _____**PROJECT NAME:****PROJECT ADDRESS:****CONTACT NAME & TITLE FOR OWNER'S REPRESENTATIVE:****CONTACT PHONE NUMBER:****TEAM MEMBER NAME & TITLE:****TEAM MEMBER NAME & TITLE:****TEAM MEMBER NAME & TITLE:****TEAM MEMBER NAME & TITLE:****PUBLIC SECTOR :** **PRIVATE SECTOR:** **PROJECT COST:****START DATE:****END DATE:**

The responding Firm shall identify three (3) to five (5) particular projects as examples of the Firm's experience in providing the Scope of Services (within the past 7 years), including at least one within a regulated flood hazard area, and included a verification and acquisition of an individual permit from NJDEP. Case studies may be based on contracts with public or private sector clients. The case studies should describe the experience of the responding firm in producing deliverables required by the Scope of Services. One of the case studies must include a representative brownfield land development project in New Jersey that included a comprehensive review of site environmental quality, development of technical plans and bid specifications for site demolition and/or environmental remediation, and oversight of site demolition and environmental remediation activities. One of the case studies must include a representative project in New Jersey that included the performance of conceptual site planning services, development of schematic site plans, conceptual design of required site improvements and infrastructure, development of design documents for purposes of obtaining proposals from a contractor; and construction administrative services. The narrative for each case study should not exceed 1,000 words.

FIRM'S SITE CONSULTANT EXPERIENCE CASE STUDY FORM (cont'd)

ATTACHMENT A(c)

FIRM'S KEY TEAM MEMBER LIST

FIRM'S KEY TEAM MEMBER LIST

KEY TEAM MEMBER POSITION	KEY TEAM MEMBER NAME	KEY TEAM MEMBER FIRM
Principal-In-Charge: (A Firm may propose only <u>one</u> Principal-in-Charge)		
Project Manager: (A Firm may propose <u>up to three</u> Project Managers)		
NJ Licensed Site Remediation Professional ("LSRP"): (A Firm may propose <u>up to three</u> LSRPs)		
NJ Licensed Civil Engineer: (A Firm may propose <u>up to three</u> Civil Engineers)		
NJ Licensed Environmental Engineer: (A Firm may propose <u>up to three</u> Environmental Engineers)		
NJ Licensed Geotechnical Engineer: (A Firm may propose <u>up to three</u> Geotechnical Engineers)		

ATTACHMENT A(d)

FIRM'S KEY TEAM MEMBER RESUME FORM

KEY TEAM MEMBER RESUME FORM

KEY TEAM MEMBER NAME:

FIRM NAME:

PROPOSED PROJECT ROLE:

YEARS WITH FIRM:

TECHNICAL SPECIALTIES:

PROFESSIONAL HISTORY:

EDUCATION:

PROFESSIONAL REGISTRATIONS & AFFILIATIONS:

KEY TEAM MEMBER RESUME FORM (cont'd)

Key Team Member Name: _____

Provide a description at least three (3) project for which the Team Member fulfilled a role similar to that proposed for this engagement. The cited projects must have been completed within the last seven (7) years. The Key Team Member's resume and experience should highlight their experience (within the last 7 years) with predesign and site feasibility; environmental site review; early site development; site/civil planning and design; limited architectural and structural engineering and design services; design-build construction administration; emergent projects; and project closeout. The summary should indicate their experience with relevant governing and permitting agencies (NJDEP, NJDOH, NJDCA, Soil Conservation Districts, Pinelands Commission, State Historic Preservation Office, etc.). The experience summary should not exceed 1,000 words.

ATTACHMENT A(e)

FIRM'S APPROACH TO PROVIDING QUALITY DELIVERABLES FORM

FIRM'S APPROACH TO PROVIDING QUALITY DELIVERABLES FORM

The Firm's shall submit a description of the Firm's approach for providing quality deliverables to the Authority. This description should include how the Firm intends to produce clear and concise documents that do not generate confusion, conflict, an opportunity for a prospective bidder to rely upon a lesser requirement due to vague or conflicting language within the deliverable, or present a potential gap to a prospective bidder, which could result in additional compensation or schedule relief once the design and/or construction contract is awarded. The Firm should explain its approach to ensure the "bidability" of their deliverables, including description of the Firm's quality control and assurance program and its document management processes. The narrative should not exceed 1,000 words.

FIRM'S APPROACH TO PROVIDING QUALITY DELIVERABLES FORM (cont'd)

ATTACHMENT A(f)

FIRM'S APPROACH TO MANAGING THE CONTRACT FORM

FIRM'S APPROACH TO MANAGING THE CONTRACT FORM

- The Firm shall submit a written statement indicating the Firm's approach to managing the contract, including the following:
- Describe how your Firm will effectively manage the administration of the contract from a financial perspective including, but not limited to, timely invoicing, preparation of detailed invoice cover letters that summarize the work performed during the billing period, weekly progress reports, identifies significant changes to the scope that may require future authorizations, and schedule management.
 - Describe the Firm's understanding of the scope and challenges of the potential project assignments.
 - Describe the Firm's approach to the effective management of its multidisciplinary staff and subconsultants to meet the requirements of the Scope of Services.
 - Describe the Firm's understanding of the importance of project employee safety.
 - Describe the Firm's approach to coordination and interaction with regulatory agencies that may have jurisdiction over NJSDA school facilities projects.
 - Describe how your Firm's designated LSRP will strike a balance between NJDEP requirements and client advocacy.

FIRM'S APPROACH TO MANAGING THE CONTRACT FORM (cont'd)

ATTACHMENT B

**SITE CONSULTANT SERVICES FOR
SCHOOL FACILITIES PROJECTS AGREEMENT**

AGREEMENT

Between the

**NEW JERSEY SCHOOLS
DEVELOPMENT AUTHORITY**

And the

CONSULTANT

For

SITE CONSULTANT SERVICES

For

SCHOOL FACILITIES PROJECTS

CONTRACT NO.: GP-0270-L01

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, (the “Effective Date”) between the New Jersey Schools Development Authority (the “Authority”) and _____ (“Consultant”), with a principal office location at _____.

WITNESSETH that Consultant, for and in consideration of the payments hereinafter specified and agreed to be made by the Authority, hereby covenants and agrees to do and perform all of the Services to be performed in accomplishing this Agreement for the Project identified as

Contract Number: GP-0270-L01

Project Name: Site Consultant Services for School Facilities Projects

in strict and entire conformity with the Terms and Conditions of this Agreement and all Appendices and Attachments hereto and all other documents comprising this Agreement, all of which are hereby made part of this Agreement as fully and with the same effect as if the same had been set forth at length in the body of this Agreement.

Provided that Consultant strictly and completely performs all of the Services specified and all other obligations set forth in this Agreement, and subject only to such increases or decreases as are effectuated by Amendments to the Agreement as provided by the Agreement, the Authority will pay Site Consultant in accordance with the rates in Appendix C.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement:

CONSULTANT

**NEW JERSEY SCHOOLS
DEVELOPMENT AUTHORITY**

By:
Title:

By:
Title:

Sworn and subscribed to before me

Reviewed and Approved as to Form Only

This _____ day of _____, 2020:

By:
Title:

Notary Public of _____

My commission expires: _____, 20__.

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1.0 DEFINITIONS

The terms set forth in this Agreement shall have the meanings ascribed to them for all purposes of this Agreement unless the context clearly indicates some other meaning. Words in the singular shall include the plural and words in the plural shall include the singular where the context so requires.

- 1.1 **“Additional Services”** means services other than the Services set forth in the Scope of Services on the Effective Date.
- 1.2 **“Agreement”** means this agreement (and all Appendices) between the NJSDA and the Consultant for the provision of Services as such agreement may be amended from time to time in accordance with the provisions hereof.
- 1.3 **“Amendment”** means an amendment to this Agreement executed by the Parties.
- 1.4 **“Applicable Laws”** means all laws, statutes, ordinances, codes, regulations, rules, orders, decisions, decrees, executive orders and resolutions of all federal, national, administrative, state, county, municipal, and other governing bodies relating to the Project or the performance of this Agreement.
- 1.5 **“Authorization to Proceed”** or **“ATP”** mean a formal written agreement from the Authority to proceed with the work assigned pursuant to a Task Order.
- 1.6 **“Claim”** means a contract claim, demand or assertion by one of the Parties to this Agreement, seeking, as a matter of right, adjustment or interpretation of Contractual Documents, payment of money, extension of time or other relief with respect to the terms of the Contractual Documents and shall also mean other disputes and matters in question between the Parties arising out of or relating to the Contractual Documents. This definition shall not apply to the term “Claim” as used in the Scope of Services.
- 1.7 **“Construction Management Firm”** or **“CM”** means a firm engaged by the Authority to provide construction management services, oversight, direction, coordination and reporting in connection with one or more School Facilities Projects.
- 1.8 **“Consultant”** or **“Site Consultant”** or **“SC”** means the firm engaged by the NJSDA for the Services required by this Agreement.
- 1.9 **“Consultant Client Manager”** means that person designated by the Consultant to serve as its representative during the Term.
- 1.10 **“Consultant Performance Evaluation Policy and Procedure”** means NJSDA policies and procedures for evaluating the performance of a Consultant under the Contractual Documents.
- 1.11 **“Contractor”** means a person or firm or engaged by the Authority to undertake construction at a School Facilities Project.

- 1.12 **“Contractual Documents”** means all documents setting forth Consultant and NJSDA obligations and responsibilities and includes, but is not limited to, the RFP and any addenda thereto, the Proposal, this Agreement and any Amendments, executed Task Orders, and all exhibits and schedules attached to such documents.
- 1.13 **“Day” or “Days”** means a calendar day or days.
- 1.14 **“Deliverables”** means, among other things, Services, including, but not limited to, technical data, plans, specifications, minutes, approvals, recommendations, drawings, reports, computer discs, instruction books, documents, writings, materials, other services or any other thing the delivery of which, however accomplished, is required to be delivered by the Consultant, explicitly or implicitly, by the Contractual Documents, as they may be amended from time to time.
- 1.15 **“Design Consultant”** means an architect, engineer or other licensed Professional Services Consultant engaged by the Authority to provide services, including design oversight of construction for conformance with design, Submittal review and reporting, in connection with the design and construction of a Project, all as more specifically described in the Design Contract, as amended.
- 1.16 **“DOE”** means the New Jersey Department of Education.
- 1.17 **“Effective Date”** means the date on which this Agreement became effective, and for purposes of this Agreement, as that date so identified and set forth on page 1.
- 1.18 **“Final Payment”** means final payment made in accordance with the New Jersey Prompt Payment Act, provided that the requirements of the Contract Documents have been fulfilled. The Final Payment shall include payment for all Work performed under the Contract, including all Retainage held by the Authority, less any amount the Authority is entitled to withhold pursuant to the terms of the Contract Documents.
- 1.19 **“Fiscal Year”** means the fiscal year of the NJSDA, which commences on January 1 of each year and ends on December 31 of the same year.
- 1.20 **“Key Team Member”** means those individuals who are employed or engaged by the Consultant, who are required to be named in the Consultant’s Technical Proposal and who have a responsible role in the successful completion of the Project and the performance under this Agreement.
- 1.21 **“NJSDA” or “New Jersey Schools Development Authority” or “Authority”** means the entity formed pursuant to N.J.S.A. 18A:7G-1 et. seq. for the purpose of implementing provisions of the Educational Facilities Construction and Financing Act, P.L. 2000, c. 72, as amended. The NJSDA is the Party that has engaged the Consultant pursuant to this Agreement.
- 1.22 **“Notice to Proceed”** means a notice from the NJSDA to the Consultant, engaging the Consultant pursuant to this Agreement.
- 1.23 **“Party”** means a party to this Agreement. The Parties are the NJSDA and the Consultant.
- 1.24 **“Preliminary Task Order Request” or “PTOR”** means a request that identifies the preliminary technical scope to be undertaken which is subject to revision based on ongoing discussion between the Authority and the Consultant.

- 1.25 **“Price Proposal”** means the Price Proposal submitted by the Consultant in response to the RFP, which shall be consistent with the Hourly Rates supplied in Appendix C.
- 1.26 **“Professional Services Consultants”** means consultants, including the Consultant, which may provide professional services specified in a scope of services pursuant to a contract with the NJSDA.
- 1.27 **“Project”** means the design acquisition, demolition, construction, improvement, repair, alteration, modernization, renovation, reconstruction or maintenance of all or any part of the School Facility identified herein, including Appendix B hereto, and in the Construction Documents or of any personal property necessary for or ancillary to the School Facility identified herein, and in the Construction Documents.
- 1.28 **“Project Management Firm”** or **“PMF”** means a firm engaged by the Authority to provide overall construction management services, oversight, direction, coordination and reporting in connection with School Facilities Projects.
- 1.29 **“Request for Proposals”** or **“RFP”** means the request issued by the NJSDA for proposals for the provision of the Services.
- 1.30 **“Schedule”** means the time-frames governing the completion of Services.
- 1.31 **“School Development Program”** means the program operated by the NJSDA in order to finance and construct School Facilities Projects pursuant to the Educational Facilities Financing and Construction Act, P.L. 2000, c. 72.
- 1.32 **“School Facilities Project”** means the acquisition, demolition, design, construction, improvement, repair, alteration, modernization, renovation, reconstruction or maintenance of all or any part of a School Facility or of any other personal property necessary for or ancillary to any School Facility.
- 1.33 **“School Facility”** means and includes any structure, building or facility used wholly or in part for academic purposes.
- 1.34 **“Scope of Services”** means the scope of services that may be required to be provided by the Consultant, as set forth in Appendix B (Scope of Services), and as set forth in any Task Order assignments.
- 1.35 **“Services”** or **“Site Consultant Services”** means the services required to be performed by the Consultant pursuant to the Contractual Documents, set forth in the Scope of Services, or a Task Order Assignment, whether completed or partially completed and includes all other labor, travel, meals, equipment and materials, provided or to be provided to fulfill such obligations.
- 1.36 **“Special Conditions”** means that document attached as Appendix A to this Agreement, and made a part thereof, as such document may be amended from time to time.
- 1.37 **“State”** means the State of New Jersey.
- 1.38 **“Subconsultant”** means the consultant to whom another consultant subcontracts part of the services for which the latter is responsible.

- 1.39 **“Task Order”** means a task order issued by the NJSDA that may require specific Services from the Consultant, as provided in the Scope of Services.
- 1.40 **“Technical Proposal”** means the proposal submitted by the Consultant in response to the RFP.
- 1.41 **“Term”** means the term of this Agreement as set forth in Section 4 hereof.
- 1.42 **“Time and Materials”** means costs the SC intends to recoup through compensation under the Agreement, including, but not limited to, the following: hourly compensation inclusive of fringe benefits, travel expenses, payroll burden, and per diem, all Subconsultant costs, all material costs inclusive of delivery, equipment costs inclusive of mobilization, delivery, fuel usage, on site maintenance, de-mobilization and removal.
- 1.43 **“Unit of Fiscal Integrity”** means a unit created within the New Jersey State Police and Office of the Attorney General by Section 70 of the Educational Facilities Financing and Construction Act, P.L. 2000, c. 72.

2.0 RESPONSIBILITIES OF THE CONSULTANT

2.1 General

- 2.1.1 In order to provide the Services required, the Consultant shall be responsible for being thoroughly familiar with all Authority formation and governing documents, internal controls, and operations.
- 2.1.2 The Contractual Documents establish the obligations of the Consultant. The Services described in this Agreement establish the minimum obligations of the Consultant.
- 2.1.3 The services to be provided by the Consultant pursuant to this Agreement shall be performed by the Consultant and its employees and Subconsultants, if any.
- 2.1.4 The Consultant shall be required to utilize the Key Team Members identified in its Technical Proposal. The Consultant shall notify the Authority in advance of any proposed change in its Key Team Members and shall submit to the Authority, for approval, the name and qualifications of proposed substitutions with equal or superior qualifications at no additional cost to the Authority. No changes in Key Team Members shall be permitted without the prior written approval of the Authority.
- 2.1.5 The Authority may review from time to time the Key Team Members of the Consultant. If, in the Authority’s opinion, changes to Key Team Members are necessary, the Consultant will be notified in writing of such need, and the Consultant shall thereupon provide substitutes acceptable to the Authority.
- 2.1.6 The Consultant understands and agrees that any change to this Agreement must be made in writing in the form of an Amendment.
- 2.1.7 Any Services performed by the Consultant without an Amendment, that differ from, or are in addition to, the Services prescribed by this Agreement, shall be done at the Consultant’s own financial risk. Additional Services, if any, shall be the subject of an Amendment, and

shall be compensated on a “time and materials” or lump sum basis, in the discretion of the Authority, in accordance with terms negotiated at the time of Amendment.

- 2.1.8 The Consultant shall make no changes to the Scope of Services without the prior written consent of the Authority and an Amendment. When requesting consent for any such change, the Consultant must simultaneously notify the Authority of any need for additional compensation engendered by such changes; provide a detailed cost break-down of, and justification for, the changes sought; and detail the impact of each change upon its provision of Services. The requirements of this provision are in addition to any other requirements of the Contractual Documents regarding additional compensation.
- 2.1.9 The Consultant shall perform all Services in a good, skillful, and prompt manner. The Consultant shall perform the Services consistent with the degree of judgment, knowledge, skill and care ordinarily exercised by members of the Consultant’s profession, currently practicing under similar circumstances.
- 2.1.10 Services shall be performed within the applicable Schedule.
- 2.1.11 The Consultant is responsible for the quality, technical accuracy, and timely completion and delivery of all Deliverables. If circumstances will result or may result in a late delivery, it shall be the responsibility and obligation of the Consultant to immediately advise the Authority of the circumstances causing, and the likelihood of, such late delivery.
- 2.1.12 The Consultant shall, without additional compensation, cure any errors, omissions, or other deficiencies in the Deliverables. The approval of interim Deliverables shall not relieve the Consultant of fulfilling its obligations under the Contractual Documents. Acceptance or payment for any of the Deliverables shall not be construed as a waiver by the Authority of any of its rights under the Contractual Documents or of any cause of action arising out of the Consultant’s performance or non-performance under the Contractual Documents.
- 2.1.13 In the event the Consultant hires, employs or otherwise engages Subconsultants, the Consultant shall be considered the sole Consultant and the sole point of contact with regard to contractual matters under this Agreement. The Consultant assumes sole and full responsibility for the complete performance contemplated by the Contractual Documents, including the performance of all Subconsultants. The Consultant must: (i) where applicable, select only Subconsultants that have been pre-qualified by the Authority, and (ii) obtain the consent of the Authority prior to the engagement of any such Subconsultant.
- 2.1.14 The Authority shall not be liable for any costs, damages or delays incurred by the Consultant resulting from the Authority’s disapproval of a Subconsultant, nor shall the Consultant be entitled to any reimbursement or time extensions in connection with such disapproval. The Consultant shall make no substitution of any Subconsultant previously approved by the Authority without written notification to the Authority and the receipt of the Authority’s written approval for such substitution. The Consultant shall submit notifications of any proposed Subconsultant substitution no less than fourteen (14) days prior to the initiation of work by the substituted Subconsultant.
- 2.1.15 It is expressly understood by the Consultant that approval by the Authority for the subcontracting of any Services under the Contractual Documents shall in no way relieve the Consultant from performing its obligations under the Contractual Documents. The

Consultant shall at all times give due attention to the fulfillment of its obligations under the Contractual Documents and shall keep the Services under its control. Consent by the Authority to any subcontracting of any part of the Services shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the engagement by the Consultant of the Subconsultant. The Consultant shall be responsible for all Services performed by its Subconsultants, which Services shall conform to the provisions of the Contractual Documents and the requirements of applicable law.

- 2.1.16 For all Services rendered, the Consultant shall, in accordance with generally accepted accounting principles and practices, maintain weekly payroll, overhead, cost and accounting records, as well as all other records the Consultant may customarily maintain in its business. Such records shall be maintained and made available for inspection by the Authority or its agents, the Office of the State Comptroller and the State Police as to all aspects of the Services provided under the Contractual Documents, whether the Services are performed by the Consultant, its Subconsultant or any other firm. The Consultant shall retain all physical and electronic records for a period of six (6) Fiscal Years following final payment by the Authority or the end of the Fiscal Year in which this Agreement expires, whichever occurs later. After this period, the Consultant may dispose of these records after first offering them (at no cost) to the Authority in writing; the Authority shall have thirty (30) Days within which to accept them.
- 2.1.17 The Consultant agrees that it shall assist and cooperate with the Authority in any legal action or proceeding that is related to or that arises out of or in connection with its performance under the Contractual Documents and in which action or proceeding the Authority and the Consultant are not named as adverse parties. Such assistance shall include, but not be limited to, testifying as an expert witness or preparing exhibits, reports or models. Any Services provided by the Consultant pursuant to this paragraph shall be deemed Additional Services and shall be compensated as such in accordance with terms negotiated at the time of an appropriate Amendment.
- 2.1.18 The Consultant shall designate a Key Team Member at the Consultant's firm, satisfactory to the Authority, as the Consultant Client Manager. So long as the Consultant Client Manager's performance is acceptable, he or she shall remain in charge of the firm's Services, shall represent the Consultant, and be available for general consultation throughout the Term.
- 2.1.19 The Consultant, to the best of its knowledge, information, and belief, shall abide by all applicable local, state, and national regulatory requirements, as well as all regulations imposed by funding sources (auditing requirements, payroll affidavits, etc.), such as may be identified at the time of execution of this Agreement.
- 2.1.20 Business Registration. The Consultant and any Subconsultant must provide to the Authority proof of valid business registration with the Division of Revenue of the New Jersey Department of the Treasury, pursuant to N.J.S.A. 52:32-44b, as set forth in Appendix E hereto. The Consultant shall provide written notice to any firm that may become its Subconsultant that it shall not enter into any subcontract with a Subconsultant that has not provided it with proof of such business registration, a copy of which the Consultant shall forward to the Authority, in accordance with N.J.S.A. 52:32-44c. The Consultant shall maintain and submit to the Authority a list of Subconsultants and their addresses, which list must be updated as necessary during the Term. A complete and final

version of such list must be submitted to the Authority before final payment for Services shall be made.

- 2.1.21 Payment of Use Taxes. Pursuant to N.J.S.A. 52:32-44g, the Consultant and any Subconsultant of the Consultant, and any affiliate of the Consultant shall collect and submit 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 their sales of tangible personal property delivered into this State. The Consultant shall provide in each contract with a Subconsultant that each such Subconsultant shall collect and submit 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 their sales of tangible personal property delivered into this State. For purposes of this section, “affiliate” shall mean any entity that: (i) directly, indirectly, or constructively controls another entity, (ii) is directly, indirectly, or constructively controlled by another entity, or (iii) is subject to the control of a common entity if it owns, directly or individually, more than 50% of the ownership interest in that entity.
- 2.1.22 Political Contributions Disclosure Form. Pursuant to law, the Consultant shall, on a continuing basis, disclose and report to the Authority any “contributions,” as that term is defined in P.L. 2005, c. 51, made during the Term of this Agreement by the Consultant or any “Business Entity,” as that term is defined in P.L. 2005, c. 51, associated with the Consultant, on the “Disclosure of Political Contribution” form provided by the Authority, at the time such contribution is made.
- 2.1.23 Political Contributions ELEC Filing. The Consultant shall comply with its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (“ELEC”), pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, section 3), in the event it receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the Consultant’s responsibility to determine if the Award of this Agreement triggers a responsibility to make such a filing.
- 2.1.24 All Services to be Performed in United States. The Consultant shall have a continuing duty to comply with Executive Order No. 129 (2004) (“EO 129”), and with P.L. 2005, c. 92, the Design Consultant shall have a continuing duty to comply with the provisions of EO 129 and P.L. 2005, c. 92, as applicable. By executing this Agreement, the Consultant agrees that all Services performed by the Consultant and/or its Subconsultants pursuant to this Agreement shall be performed within the United States. If, during the Term, the Consultant or a subcontracted firm proceeds to shift the performance of the Services outside of the United States, the Consultant shall be deemed in breach of the Agreement and shall be subject to termination for cause, unless the Authority shall determine in writing that extraordinary circumstances require a shift of services or that a failure to shift the services would result in economic hardship to the Authority or the State.
- 2.1.25 Coordination of Services. At the discretion of the Authority, the SC may be engaged to prepare design specifications and bid documents for remediation in connection with a particular project, and development of such specifications and documents shall require coordination with the Design Consultant for such project.
- 2.1.26 Potential Incorporation of Work Product in Bid Documents. As part of this engagement, it is expressly understood that the SC work product is likely to be incorporated into public

bid documents for a school facility construction project, and if so incorporated, will be relied upon by potential bidders to formulate their scope, schedule and cost estimates for bidding on such school facility construction project. As such, the SC agrees to exercise a standard of care to verify the conclusions contained in its work product and, if more information is needed to support such conclusions, SC agrees to propose and complete confirmatory investigations to validate its conclusions such that its work product will not generate confusion or conflicts for potential bidders, present a gap or omission to potential bidders or create opportunities for potential bidders to rely upon lesser requirements than those described in the SC's work product due to vague or conflicting language. The SC also agrees, as part of its services and work product, to review any relevant background documentation provided by NJSDA regarding the Project Site, including the work product of consultants previously engaged by the NJSDA to review or analyze the Project Site, and to explain in documents submitted to the SDA, any facts, data, information, qualifications or limitations that are not supportive of the conclusions in the SC's work product, whether the source of the facts, data, information qualifications or limitations is: 1) the Consultant's own knowledge; 2) the confirmatory investigations performed by or on behalf of the SC; 3) or the background documentation provided by the NJSDA including work product of other consultants.

2.2 Final Release

The Consultant's acceptance of final payment shall constitute a final release of and waiver of all the Consultant's Claims except for: (i) those Claims the Consultant expressly reserves at the time of application for final payment; (ii) those Claims arising after final payment as a result of actions brought against the Consultant by third parties; and (iii) those Claims arising after final payment due to an alleged breach by the Authority of any Agreement provision that survives after the Term.

3.0 COMPENSATION

3.1 General Provisions

- 3.1.1 Hourly Rates and Unit Costs. The Consultant shall be compensated over the Term of the contract in accordance with the hourly rates set forth in Appendix C (Compensation – Price Proposal), provided that such compensation shall not exceed \$3,000,000 over the period of the three (3) years of the Term.
- 3.1.2 The Consultant shall only be paid upon the submission and approval of invoices in the form required by the Authority. Consultant shall be entitled to reimbursement of properly documented postage and copying costs incurred pursuant to a Task Order. Travel expenses shall be recoverable, at the rate applicable to Authority personnel, only when such recovery has been previously approved, in writing, by the Authority in its sole discretion.
- 3.1.3 Acceptance or approval of, or payment for, any of the Services performed by the Consultant under the Contractual Documents shall not constitute a release or waiver of any Claim the Authority has or may have for latent defects, errors, breaches, or negligence.
- 3.1.4 Consultant shall receive payment from the Authority by one of the following electronic payment methods: (1) the Automated Clearing House ("ACH") payment system, or (2) wire transfer. Any fees or costs associated with the use of either of the listed electronic payment methods shall be solely the Consultant's responsibility. Consultant may obtain

the documents required to use either electronic payment method from the Authority's website. The Consultant shall provide to the Authority the documents necessary to use the electronic payment method selected before any payment will be made to the Consultant by the Authority.

- 3.1.5 All payments for Services under the Contractual Documents will be made only to the Consultant, and Consultant assumes sole responsibility for payments due any Subconsultant.
- 3.1.6 Unless otherwise set forth in writing by the Authority, the Hourly Rates shall be firm and not subject to increase during the Term.
- 3.1.7 The Authority assumes no responsibility or liability for costs the Consultant incurred prior to the Effective Date, and thereafter only as explicitly set forth in the Contractual Documents.
- 3.1.8 Consultant may include a markup no greater than five percent (5%) for Work performed by a Subconsultant.
- 3.1.9 A Key Team Member is not considered a Subconsultant. Services performed by a Key Team Member employed or engaged by the Consultant are not entitled to a subconsultant markup. Services performed by a Key Team Member employed or engaged by the Consultant shall apply the same loaded rate structure as defined in this agreement. The Consultant is entitled to reasonable project management cost incurred for the oversight of Key Team Members, consistent with project management costs that would be incurred for the oversight of individuals employed by the Consultant.

3.2 Invoices

- 3.2.1 Detailed invoices for Services shall be submitted monthly on an Authority invoice form, and shall be accompanied by such supporting documentation, as to reimbursements and other items, in accordance with Section 3.2.5 and as may be required by the Authority. Electronic "pencil copy" invoices with associated backup are acceptable for review purposes.
- 3.2.2 Invoices submitted to the Authority must identify this Agreement's contract number.
- 3.2.3 Invoices submitted to the Authority shall be processed and paid only after the Authority reviews and determines that the Services for which payment is sought have been completed at the times and in the manner specified in the Contractual Documents and the executed Task Order. The Authority shall not pay invoices if the Authority determines that the Services for which payment is sought are incomplete or unsatisfactory.
- 3.2.4 Each invoice signed by the Consultant and submitted to the Authority shall be a representation by the Consultant that all payments due to its Subconsultants have been made and that all relevant laws and regulations have been complied with.
- 3.2.5 All invoices shall be accompanied by appropriate detailed backup, documented to ensure billing accurately represents work performed and costs incurred. The backup

documentation shall include a summary of direct and other direct costs assigned to the Task Order. The invoice shall be accompanied by a brief cover letter summarizing the work performed, the work expected to be completed during the next billing period, and identifying significant changes to the scope that may require future authorizations. This cover letter shall also identify Subconsultant expenses incurred, and shall include a financial summary table identifying total Task Order project cost, Task Order project cost spent to date by invoice billing period, remaining Task Order project budget and Task Order project percent complete.

3.3 Withholding Payment for Unsatisfactory Services or Non-delivery of Deliverables

3.3.1 If the Authority determines that any Services are incomplete or unsatisfactory, or if the Authority determines that Deliverables have not been delivered at the times and in the manner and form specified in the Contractual Documents, the Authority will either: (i) retain for payment the relevant invoice (or portion thereof) until such time as the Consultant has made the necessary corrections/deliveries, or (ii) return the relevant invoice to the Consultant, who shall resubmit the invoice once all of the Services have been completed or corrected or the Deliverables have been delivered.

3.3.2 The withholding of any sums pursuant to this Section 3.3 shall not be construed as, or constitute in any manner, a waiver by the Authority of the Consultant's obligation to furnish the items required under the Contractual Documents. In the event the Consultant fails to furnish these items, the Authority shall have those rights and remedies provided by law and pursuant to the Contractual Documents in addition to, and not in lieu of, the sums withheld in accordance with this Section 3.3.

4.0 TERM

Unless terminated sooner under Section 6 of this Agreement, the Term of this Agreement shall extend from the Effective Date for a period of three (3) years or until all obligations of the Consultant to deliver Services pursuant to this Agreement have been performed to the satisfaction of the Authority, whichever occurs later.

5.0 GENERAL COVENANTS

5.1 Insurance

5.1.1 Prior to undertaking any Services under this Agreement, the Consultant shall purchase, and provide to the Authority, evidence of a policy or policies of insurance covering the performance of Services required under this Agreement, as enumerated below. The cost of all such insurance shall be included in the Consultant's compensation under this Agreement. The Consultant shall maintain all insurance from insurers that are authorized to transact the business of insurance in the State of New Jersey and that are "A-VIII" (or better) rated, as determined by A.M. Best Company. It is recognized that in some instances insurance may be acceptable which is underwritten by an insurer that is not reported in the Best Guide, or the coverage is extended under a self-insurance program. This insurance, or self-insurance, must be in conformity with the rules and regulations of the Commissioner of Insurance of the State of New Jersey. Any insurance, or self-insurance, is subject to the review and acceptance by the Authority's Office of Chief Counsel or the Director of Risk

Management. Furthermore, written proof of acceptability by the Office of the Commissioner of Insurance may be necessary. In each policy, the Consultant shall have incorporated a provision, in accordance with the laws of New Jersey, requiring written notice to the Authority at least thirty (30) days prior to the cancellation or non-renewal of any insurance coverage required under this Section. The Consultant warrants that if the insurer, or coverage, is not subject to statutory or other provisions requiring thirty (30) days prior notification of cancellation or non-renewal, it will, in any event, provide notice to the Authority immediately upon receipt of any notice of cancellation or non-renewal of any insurance coverage required under this section. The Consultant warrants that its insurers are accurately informed regarding the business activities of the Consultant and intends to cover those business exposures. The Consultant shall require sub-consultants to maintain the same types of insurance as required of the Consultant. The types and minimum amounts of insurance required are as follows:

- 5.1.1.1 Professional Liability Insurance (Errors & Omissions), with all coverage retroactive to the date of commencement of Services on the Project, sufficient to protect the Consultant from any liability arising from the Services and professional obligations performed pursuant to this Agreement, in an amount not less than \$1,000,000 per claim and \$1,000,000 in the annual aggregate. Consultant warrants they will notify the Authority in writing of any reduction in the aggregate coverage within thirty (30) days of the policyholder's receipt of notice of such reduction. Consultant warrants that coverage shall not be circumscribed by any endorsements excluding coverage arising out of pollution conditions, asbestos related claims, testing, monitoring, measuring operations or laboratory analysis in connection with the services performed pursuant to this Agreement.
- 5.1.1.2 Commercial General Liability Insurance, and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$5,000,000 combined single limit each occurrence, \$5,000,000 aggregate for products/completed operations and \$5,000,000 general aggregate limit. The policy shall include liability arising out of, occasioned by or resulting from premises, operations, independent contractors, products, completed operations, personal injury and advertising injury, and liability assumed under an insured contract in connection with the Services performed under this Agreement. This insurance shall apply as primary insurance with respect to any other insurance afforded to the Authority.
- 5.1.1.3 Pollution Liability: In the event that the Consultant's and Subconsultant's efforts involve Pollution Liability exposure (including asbestos work, lead work, or hazardous material abatement, transportation and/or disposal), the Consultant and/or its Subconsultants are required to maintain, or cause to be maintained, Pollution Liability insurance and, if necessary, Commercial Umbrella Insurance, with minimum limits of \$5,000,000 per occurrence and \$5,000,000 aggregate which protects the insureds from any and all claims that may arise out of or in consequence of any Service or Work performed on this Project. The insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Authority. Insurance coverage may be as an endorsement to a professional liability policy or it may be a separate Pollution Liability policy.

- 5.1.1.4 Workers' Compensation Insurance and Employers' Liability in accordance with the laws of the State of New Jersey and any other State or Federal jurisdiction as is required to protect employees of the Consultant while engaged in the performance of the Services under this Agreement. The Workers' Compensation coverage shall be statutory and the Employer's Liability limits (including Umbrella coverage) shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease and \$500,000 policy limit for bodily injury by disease.
- 5.1.1.5 Business Automobile Liability Insurance, when any motor vehicle is used in connection with the Services required under this Agreement, covering liability arising out of any auto (including owned, non-owned and hired autos) with a limit of not less than \$1,000,000 for each accident.
- 5.1.2 Waiver of Subrogation. The Consultant waives all rights of subrogation and recovery against the Authority and its agents or employees to the extent these damages are covered by the Commercial General Liability, Business Automobile Liability, or Commercial Umbrella Liability insurance maintained by the Consultant. If the policies of insurance purchased by the Consultant as required above do not expressly allow the insured to waive rights of subrogation prior to loss, Consultant shall cause them to be endorsed with a waiver of subrogation as required herein.
- 5.1.3 Certificates of Insurance. Attached to this Agreement, as Appendix D, shall be valid Certificates of Insurance, executed by a duly authorized representative of each insurer, in form and substance satisfactory to the Authority. The certificates shall evidence that the Consultant has obtained the acceptable insurance policies with the minimum limits required herein and shall be accompanied by copies of any and all amendatory riders. A Certificate of Insurance must also be submitted and appended hereto to evidence each insurance renewal required by this Section. Failure of the Authority to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Authority to identify a deficiency from evidence that is provided shall not be construed as a waiver of Consultant's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Agreement at the Authority's sole option. The Consultant shall provide certified copies of all insurance policies required within ten (10) Days of the Authority's written request for such policies.
- 5.1.4 Liability in Excess of Coverage. By executing this Agreement, the Consultant expressly agrees that any insurance protection required herein or by the Contractual Documents shall in no way limit the Consultant's obligations under this Agreement or the Contractual Documents and shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it preclude the Authority from taking such other actions as are available to it under other provisions of this Agreement or the Contractual Documents or otherwise in law or equity. By requiring insurance herein, the Authority does not represent that coverage and limits will necessarily be adequate to protect the Consultant and such coverage and limits shall not be deemed as a limitation of the Consultant's liability under this Agreement.
- 5.1.5 Right to Remedy. If the Consultant fails to obtain and/or maintain the insurance as required in this Section, fails to renew any of its insurance policies as necessary, or in the event any policy is canceled, terminated or modified so that the insurance does not meet the

requirements of this Agreement, the Authority may (i) purchase insurance at the Consultant's sole expense; (ii) refuse to make payment of any further amounts due under this Agreement; (iii) refuse to make payments due or coming due under other agreements between the Consultant and the Authority; (iv) suspend performance by the Consultant under this Agreement; or (v) terminate this Agreement. Any funds retained pursuant to this Section may be used, at the Authority's discretion, to renew or purchase the Consultant's insurance for the periods and amounts as set forth in this Agreement. In the event the Authority purchases said insurance, the Authority may, at its discretion, reduce the Consultant's Compensation under this Agreement by the amount paid for such insurance plus reasonable attorney's fees. By requiring insurance herein, the Authority does not represent that coverage and limits will necessarily be adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to the Authority in this Agreement.

- 5.1.6 Additional Insureds. All insurance policies required under this Section, exclusive of Professional Liability and Workers' Compensation, shall name the Authority, EDA, the State of New Jersey, the DOE, the Design-Builder, Design-Builder's Design Consultant, Construction Manager (if one is engaged for the Project), the Project School District and their respective officers, employees and agents as Additional Insureds. Coverage must be extended using ISO CG 2010 (11 85), or equivalent. In addition, the Consultant may be required to name other parties as Additional Insureds prior to the initiation of such Services, and shall comply with all laws, ordinances, rules and regulations of Federal, State, county and municipal authorities in the performance of said Work.
- 5.1.7 No Recourse. There shall be no recourse against the Authority or the State for payment of premiums or other amounts with respect to the insurance required by this Section.
- 5.1.8 Disclaimer. The Consultant and each of its Sub-consultants is responsible to ensure that their respective insurance programs fit their particular needs, and it is their responsibility to arrange for and secure any insurance coverage, at their own expense that they deem advisable, whether or not specified herein.
- 5.1.9 Additional Insurance. The Consultant shall also provide such additional types of insurance in such amounts as the Authority shall reasonably require.
- 5.1.10 Deductible or Self-Insured Retention. Any deductible or self-insured retention (SIR) applicable to the aforementioned insurance shall be the sole responsibility of the Consultant. Those in excess of \$10,000 shall be disclosed to and approved by the Authority. The Consultant shall not be permitted to have a SIR larger than \$100,000 unless it obtains the express, written consent of the Authority to the larger SIR. **FAILURE TO COMPLY WITH THIS SECTION IS A MATERIAL BREACH OF CONTRACT.**
- 5.1.11 Claims Made Insurance. If any of the aforementioned insurance is written on a "claims made basis," the Consultant warrants that continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years after the date of Final Payment by the Authority and the Consultant will provide Certificates of Insurance evidencing continuance of coverage with the original claims made retroactive date. Within the Certificate of Insurance, in the blocks designated "Policy Number," in addition to the policy number, the Consultant shall insert a note "claims made retroactive date ___/___/___" (with the date inserted).

5.1.12 Notice of Claim or Lawsuit. The Consultant shall advise the Authority in writing, within ten (10) calendar days upon notification of a claim or lawsuit based upon the Consultant's Services, omission or breach, that it will abide fully by the indemnifications and insurance requirements of this Agreement, and that the applicable insurers have been advised to defend, indemnify, and hold harmless the Authority in accordance with the indemnification and insurance provisions of this Agreement. The Consultant shall not decline to provide the Authority with full protection and coverage under the indemnification and insurance provisions of this Agreement because some other contractor or consultant may, in whole or in part, be responsible for the occurrence, death injury, damage, or loss to person or property, or economic loss, damage, or expense, or because the Authority may be a co-insured as an additional insured on some other contractor's or consultant's policy of insurance. The Consultant agrees that any violation of the indemnification or insurance provisions shall be deemed a material breach of the Agreement.

5.2 Ownership of Documents

- 5.2.1 In consideration of the Authority's execution of this Agreement and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Consultant, Consultant hereby irrevocably grants, assigns and transfers to the Authority all of Consultant's right, title and interest of any kind in and to the following: all Deliverables, including, but not limited to plans, methods, drawings, specifications, flow charts, reports, all data, diagrams, samples, tests, surveys, models, material, computer discs, evidence, documentation, and all copyrightable materials, gathered, originated or prepared by the Consultant and its Subconsultants during and in connection with the performance of Services (the "Work Product"), and all copyrights resulting from the Work Product, and in all renewals and extensions of the copyrights that may be secured now or be hereafter in force and effect; such that all Work Product unless otherwise provided, shall be the sole property of the Authority.
- 5.2.2 Ownership of all Work Product by the Authority shall commence immediately upon the Effective Date of this Agreement regardless of payment by the Authority of any compensation to Consultant therefor and regardless of the delivery of any of the Work Product to the Authority. Upon written request, all Work Product shall be delivered by Consultant to the Authority in a timely manner, clearly marked, identified and in good order.
- 5.2.3 The Authority has the right to reproduce, publish or otherwise use, and authorize others under contract with the Authority to use, any of the Work Product for any purpose without the approval of, and without any additional compensation to, Consultant. The Authority shall have such right even in the event this Agreement is terminated for any reason.
- 5.2.4 Consultant shall be permitted to retain a copy of all Work Product for its own files. Absent the prior, written consent of the Authority, neither the Consultant, nor any of its Subconsultants, shall use any of the Work Product for any other project or for the Site Consultant's or Subconsultant's promotional and professional (or other) materials.
- 5.2.5 The Consultant hereby assigns to the Authority sole ownership of any copyrights or other intellectual property rights created or existing under state or federal law in any and all Work Product prepared by the Consultant or its Subconsultants pursuant to this Agreement.

Neither Consultant, nor any Subconsultant, shall own or claim a copyright in the Work Product prepared by the Consultant or its Subconsultants.

- 5.2.6 Consultant shall incur no liability as a result of the Authority's use of the Work Product other than in connection with the Project for which the Work Product was prepared. Consultant shall have no legal responsibility to the Authority arising out of the Authority's use of the Work Product for any project other than the Project for which the Work Product is prepared, unless Consultant has been employed as Consultant on any other project and relies on the Work Product for such other project, in which case this Section shall not apply.
- 5.2.7 The Consultant's promotional and professional (or other) materials shall not include Authority confidential or proprietary information, except with the written consent of the Authority.

5.3 Copyrights and Patents

- 5.3.1 If the Consultant employs any design, device, material, or process covered by letters of patent or copyright, it shall provide for such use by suitable legal agreement with the patent holder. The Consultant shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Deliverables.
- 5.3.2 The Consultant shall defend, indemnify and save harmless the Authority and the State from any and all Claims for infringement by reason of the use of any patented design, device, material or process, or any trademark, copyright, trade secret or any other material protected in any manner from use or disclosure, and shall indemnify the Authority and the State for any costs, expenses and damages that it may incur by reason of an infringement at any time during the prosecution, or after the acceptance, of the Services.

5.4 Confidentiality

- 5.4.1 All data contained in documents supplied by the Authority or by any other party under an Authority contract or otherwise involved in the School Development Program and data gathered by the Consultant in fulfillment of the Contractual Documents and any analyses thereof (whether in fulfillment of the Contractual Documents or not), are to be considered strictly confidential and shall be solely for use in connection with the School Development Program, except to the extent the Authority may identify any such as government documents within the meaning of N.J.S.A. 47:1A-1 et seq.
- 5.4.2 The Consultant shall be required to use utmost care to protect the confidentiality of data by, among other things, requiring incorporation of these confidentiality terms and conditions into its contract(s) with Subconsultants, if any, and requiring personnel assigned to provide Services to sign a confidentiality agreement in a form provided by the Authority. Any release of confidential material in any form by the Consultant, its employees, Subconsultants or assignees will be considered a violation of the Contractual Documents. Penalties for violation of this paragraph include, but are not limited to, termination of this Agreement and/or legal action, without the Authority being liable for damages, costs and/or attorney fees. The Consultant shall be liable for any and all damages arising from its breach of this confidentiality provision.

5.5 Contractual Relationship

- 5.5.1 Nothing in the Contractual Documents shall be construed as creating a contractual relationship between any Subconsultant of the Consultant and the Authority.
- 5.5.2 The Consultant's status shall be that of an independent contractor, not an employee of the Authority. The Consultant agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Authority by reason hereof. The Consultant shall not, by reason hereof, make any Claim, demand or application to any Authority officer or employee for any right or privilege afforded to an Authority officer or employee, including, but not limited to, workers' compensation, unemployment or other insurance benefits, social security coverage, or retirement membership or credit.
- 5.5.3 The Consultant and any Subconsultants engaged by the Consultant under this Agreement are bound by the terms and conditions of the Contractual Documents.
- 5.5.4 Nothing contained in this Agreement or the Contractual Documents shall create a contractual relationship with a third party or create a cause of action in favor of a third party against either Party. No individual, firm, Authority, or any combination thereof, which supplies materials, labor, services or equipment to the Consultant for the performance of Services shall become thereby a third party beneficiary of the Contractual Documents.
- 5.5.5 The Parties hereby bind themselves, their partners, successors, assigns and legal representatives each to the other Party to this Agreement.

5.6 Assignment

- 5.6.1 The Consultant shall not assign or transfer its obligations, privileges or rights under the Contractual Documents without the prior written consent of the Authority. Any assignment or transfer of the Consultant's rights under the Contractual Documents without the prior written consent of the Authority shall not relieve the Consultant of any duty, obligation or liability assumed by it under the Contractual Documents.
- 5.6.2 Notwithstanding anything to the contrary, under no circumstance shall the Consultant assign its right to receive money under the Contractual Documents for any purpose or to any person whatsoever without the prior written approval of the Authority or order of court.
- 5.6.3 The Authority may elect, in its sole discretion, to assign this Agreement to any other State agency, authority or other State instrumentality, or any local or municipal instrumentality, at any time during the Term of this Agreement, and in such case, the Consultant agrees to continue to perform all of its obligations as set forth in this Agreement. The Consultant shall make no Claim against the Authority in the event of such assignment and shall execute such certificates, documents and instruments as may be reasonably requested by the Authority to effect such assignment.

5.7 Mergers, Acquisitions, and Dissolutions

- 5.7.1 If, subsequent to the execution of this Agreement, the Consultant proposes to merge with or be acquired by another firm or in the event of a proposed dissolution by the Consultant, the Consultant shall immediately notify the Authority and shall submit documentation to the Authority describing the proposed transaction.
- 5.7.2 The Authority, in its sole discretion, may approve the continuation of this Agreement following the proposed transaction or terminate this Agreement for cause. The Authority will notify the Consultant of its decision within thirty (30) Days of receipt by the Authority of documentation from the Consultant describing the proposed transaction.
- 5.7.3 If the Authority approves a merger or acquisition, the Consultant shall submit to the Authority: (i) corporate resolutions prepared by the Consultant and the new entity ratifying acceptance of the Contractual Documents; (ii) information necessary to ensure that the new entity satisfies the Authority's pre-qualification policies and procedures, where applicable; (iii) the names and addresses of all owners and potential owners which hold or may acquire five percent (5%) or more of its stock or interest; (iv) any new or changed Federal Employer Identification Number(s); (v) acknowledgment of the assumption of the Contractual Documents by the new entity; and (vi) any other information the Authority may require.
- 5.7.4 If the Authority approves a dissolution, the Consultant shall submit to the Authority: (i) a copy of the corporate resolution, or the written statement of the partnership, general partner, receiver or custodian thereof, or the written agreement of the principal parties of a joint venture to dissolve the Authority, partnership or joint venture, respectively; (ii) information necessary to ensure that the new entity satisfies the Authority's pre-qualification policies and procedures, where applicable; (iii) any new or changed Federal Employer Identification Number(s); (iv) acknowledgment of the assumption of the Contractual Documents by the new parties; and (v) any other information the Authority may require.

5.8 Mandatory Compliance With Law

- 5.8.1 The Consultant must comply during the Term with any and all Applicable Laws in effect or hereinafter promulgated that apply to performance by the Consultant under the Contractual Documents.
- 5.8.2 Each and every provision required by law to be inserted in the Contractual Documents shall be deemed to have been inserted therein. If any such provision has been omitted or has not been correctly inserted, the Contractual Documents shall be amended, upon application of either Party, to provide for such insertion or correction.
- 5.8.3 If the Authority determines that the Consultant has violated or failed to comply with applicable Federal, State or local laws with respect to its performance under the Contractual Documents, the Authority may withhold payments for such performance and take such action that it deems appropriate until the Consultant has complied with such laws or has remedied such violation or non-compliance to the satisfaction of the Authority.
- 5.8.4 The Consultant's compliance with the legal requirements of this Section 5.8 and any other applicable laws, regulations or codes is mandatory and cannot be waived by the Authority.

5.9 Affirmative Action and Non-discrimination

- 5.9.1 General. The Consultant and its Subconsultants shall abide by the affirmative action program established by the Authority pursuant to Sections 6 and 36 of the legislation creating the NJSDA, P.L. 2007, c. 137 (N.J.S.A. 52:18A-240 and 18A:7G-26), and any rules associated therewith, as may be amended from time to time, including, but not limited to, N.J.A.C. 17:27-1.1 to -12.5 and N.J.A.C. 19:39-1.1 to 4.1.
- 5.9.2 Required Language and Application to Consultant and Subconsultants. The Consultant shall abide by, and shall include language in all subcontracts with Subconsultants requiring that all Subconsultants abide by, the requirements of this Section 5.9, as well as the Mandatory Anti-Discrimination and Equal Opportunity Provisions contained in Appendix F to this Agreement.
- 5.9.3 The Consultant shall not discriminate in employment and shall abide by all anti-discrimination laws, including those contained within N.J.S.A. 10:5-1 et seq., and all rules and regulations issued thereunder, including N.J.A.C. 17:27-1.1 et seq., as well as the Antidiscrimination provisions of N.J.S.A. 10:2-1, which are attached to this Agreement as part of Appendix F.
- 5.9.4 The Design Consultant and its Subconsultants shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by that office from time to time in order to carry out the purposes of these regulations, and shall furnish to the Authority such reports and other documents, in the manner and form requested, as may be required to carry out the purposes of the Authority's regulations.
- 5.9.5 The Consultant shall abide by the provisions of the Americans With Disabilities Act, 42 U.S.C. § 12101 et seq., with respect to its employment practices.
- 5.9.6 The Consultant shall comply with the *MacBride* principles of nondiscrimination in employment, or have no business operations in Northern Ireland, under N.J.S.A. 52:34-12.2.

5.10 Anti-collusion and Anti-Trust

- 5.10.1 The Consultant, by executing this Agreement, does hereby warrant and represent that this Agreement has not been solicited, secured or prepared, directly or indirectly, in a manner contrary to the laws of the State; and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the Services by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, direct or indirect, to any employee, officer, or board member of the Authority.
- 5.10.2 Anti-Trust. By executing this Agreement, the Consultant hereby warrants and represents that (1) this Agreement has not been executed in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; (2) that the Consultant's bid for the Project was genuine and not collusive or a sham; (3) that

the Consultant has not directly or indirectly induced or solicited any other individual or firm to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any individual or firm or anyone else to put in a false or sham bid; (4) that the Consultant has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the Consultant or of any other individual or firm or to fix any overhead, profit, or cost element of such bid price; (5) that all statements of the Consultant are true; and (6) that the Consultant has not directly or indirectly, submitted a bid price or any breakdown thereof, divulged information or data relative thereto, or paid any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or any member or agent thereof.

- 5.10.3 The penalty for breach or violation of this Section 5.10 may, at the sole option of the Authority, result in: (i) the termination of this Agreement without the Authority being liable for damages, costs and/or attorney fees; and/or (ii) a deduction of the full amount of any improper commission, percentage, brokerage or contingent fee from the payments to be made by the Authority pursuant to this Agreement, in addition to any penalties prescribed by law.

5.11 Conflict of Interest

- 5.11.1 The Consultant shall not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity or other thing of value of any kind to: (i) an Authority officer or employee with which the Consultant transacts, or offers or proposes to transact, business; or (ii) any member of the immediate family (defined by N.J.S.A. 52:13D-13i) of any such Authority officer or employee; or (iii) any partnership, firm or Authority with which such Authority officer or employee is employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
- 5.11.2 The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any Authority officer or employee from the Consultant shall be reported in writing forthwith by the Consultant to the State Attorney General and the Executive Commission on Ethical Standards.
- 5.11.3 The Consultant shall not directly or indirectly undertake any private business, commercial or entrepreneurial relationship (whether or not pursuant to employment, contract or other agreement, express or implied) with, or sell any interest in the Consultant to, any Authority officer or employee having any duties in connection with the purchase, acquisition or sale of any property or services by or to the Authority; and shall not undertake any such relationship with, or sell any such interest to, any person, firm or entity with which such Authority officer or employee is employed or associated, or in which such Authority officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13(g). Any relationship subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the officer or employee and upon a finding that the present or proposed relationship presents neither an actual conflict of interest, nor the potential for, or appearance of, such a conflict of interest.
- 5.11.4 The Consultant shall not influence, attempt to influence, or cause to be influenced any Authority officer or employee in such officer's or employee's official capacity in any

manner that might tend to impair the objectivity or independence of judgment of said officer or employee.

- 5.11.5 The Consultant shall not cause or influence or attempt to cause or influence, any Authority officer or employee to use or attempt to use such officer's or employee's official position to secure unwarranted privileges or advantages for the Consultant or any other person.
- 5.11.6 Under N.J.S.A. 52:34-19, it is a misdemeanor to offer, pay or give any fee, commission, compensation, gift or gratuity to any person employed by the Authority. It is the policy of the Authority to treat the offer of any gift or gratuity by the Consultant, its officers or employees, to any person employed by the Authority as grounds for debarment or suspension from submitting proposals and providing work or materials to the Authority.
- 5.11.7 The provisions cited in this Section 5.11 shall not be construed to prohibit an Authority officer or employee from receiving gifts from or contracting with the Consultant under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines that the Executive Commission on Ethical Standards may promulgate under the provisions contained herein.

5.12 Indemnification

- 5.12.1 To the fullest extent permitted by law, the Consultant shall indemnify, protect, defend and save harmless the State of New Jersey, the Authority and the Project School District, as well as their respective agents, servants, officers, directors and employees, from and against any loss (inclusive of strictly economic loss), damage, injury, cost or expense including interest, attorney's fees and other expenses; and from and against any claim, demand, liability, lawsuit, judgment, action or other proceeding arising out of or resulting from, in connection with, or as a result of any of the following:
 - 5.12.1.1 the negligent acts or omissions of the Consultant, its agents, servants, officers, employees, Subconsultants or any other person acting at the Consultant's request, subject to its direction, or on its behalf, regardless of whether caused in part by the negligent act or omission of a party indemnified hereunder, provided it is not caused by the sole negligence of a party indemnified hereunder;
 - 5.12.1.2 the loss of life or property, including the Work itself, or injury or damage to the person, body or property, including the Work itself, of any person or persons whatsoever, that arises or results directly or indirectly from the negligent acts or omissions by the Consultant, its agents, servants, officers, employees, Subconsultants or any other person acting at the Consultant's request, subject to its direction, or on its behalf regardless of whether caused in part by the negligent act or omission of a party indemnified hereunder, provided it is not caused by the sole negligence of a party indemnified hereunder; and
 - 5.12.1.3 violation or non-compliance with federal, State, local and municipal laws and regulations, ordinances, building codes (including without limitation the Americans with Disabilities Act and OSHA Environmental Protection Act) arising from the performance or non-performance of, or arising out of conditions created or caused to be created by, the Consultant, its agents, servants, officers, employees, Subconsultants or any other person acting at the Consultant's request, subject to

its direction, or on its behalf, regardless of whether caused in part by the negligent act or omission of a party indemnified hereunder, provided it is not caused by the sole negligence of a party indemnified hereunder.

5.12.1.4 the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in performing Services regardless of whether caused in part by the negligent act or omission of a party indemnified hereunder, provided it is not caused by the sole negligence of a party indemnified hereunder.

5.12.2 The Consultant's indemnification obligation is not limited by, but is in addition to, the Consultant's insurance obligations contained in this Agreement.

5.12.3 The Consultant agrees that any approval by the Authority of the Services performed, and/or reports, plans or specifications provided by the Consultant shall not operate to limit the obligations of the Consultant under the Contractual Documents; and that the Authority assumes no obligations to indemnify or save harmless the Consultant, its agents, servants, employees, or Subconsultants against any Claims that may arise out of its performance or nonperformance under the Contractual Documents. The Consultant also agrees that the provisions of this indemnification clause shall in no way limit the Consultant's obligations under the Contractual Documents, nor shall they be construed to relieve the Consultant from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of the Contractual Documents or otherwise at law or equity.

5.12.4 In any legal action by the Authority against the Consultant to enforce indemnity or other rights or to pursue any remedy under this Agreement that arises out of or is related to the design of the Project, any Subconsultant or Subcontractor to the Consultant (including any design professional) whose services may be the subject of the action shall be joined or impleaded into the litigation by the Consultant through the filing of all appropriate legal pleadings.

5.12.5 The Consultant shall include in all subcontracts a provision stating that for any claim or dispute arising under or related to the subcontract that affects the rights or remedies of the Authority under this Agreement, including the Authority's indemnification rights under this Article 5, the Subconsultants shall be subject to and shall consent to the jurisdiction of the Forum and Venue provisions of this Agreement.

5.12.6 The provisions of this Section 5.12 shall survive the expiration or termination of the Contract.

6.0 TERMINATION AND SUSPENSION

Nothing contained in this entire Section 6.0 shall limit the Authority's right to recover any and all costs and damages resulting from Consultant failure to perform the Services in a satisfactory manner.

6.1 Termination for Convenience of the Authority

6.1.1 Performance by the Consultant of its obligations under the Contractual Documents may be terminated by the Authority in accordance with this Section 6.1 in whole or in part,

whenever the Authority, in its sole discretion, determines that such termination is in its best interest. Such a termination shall be called a “Termination for Convenience.”

- 6.1.2 Any such Termination for Convenience shall be effected by delivery of a “Notice of Termination for Convenience” specifying the extent to which the Services under the Contractual Documents are terminated and the date upon which such termination becomes effective.
- 6.1.3 If so terminated, the Consultant shall be entitled only to that proportion of the compensation that the Services actually and satisfactorily performed by the Consultant bear to the total Services to be rendered under the Contractual Documents, less payments previously made.
- 6.1.4 The Authority may negotiate with the Consultant to establish an amount of compensation for the Consultant’s costs incurred in the close-out of the Contractual Documents.
- 6.1.5 Upon termination for convenience, the Consultant shall furnish to the Authority, free of charge, such close-out reports, documents, and materials as the Authority may reasonably require.

6.2 Termination for Cause

- 6.2.1 Without prejudice to any other remedy, the Authority may terminate this Agreement if the Consultant: (i) disregards or otherwise fails to comply with Applicable Laws ; (ii) refuses or fails to supply enough properly skilled workers or proper materials to timely complete a Task Order; (iii) fails to make timely payments to Subconsultants for materials or labor in accordance with the respective agreements between the Consultant and the Subconsultants; (iv) fails to maintain or timely produce Deliverables, Work Product, or other documents or records required by the Contractual Documents to be so maintained or produced; (v) fails to cooperate with the Authority where such cooperation is deemed necessary by the Authority for the timely implementation of the Contractual Documents; (vi) fails to obtain and properly maintain the level of insurance coverages outlined in Section 5.1; (vii) assigns or transfers its obligations, privileges or rights under the Contractual Documents without the prior written consent of the Authority; (viii) makes any material misrepresentation or conceals any material fact; or (ix) commences or has commenced against it any action under the United States Bankruptcy Code or any state or federal insolvency law, the commencement of which, in the Authority’s judgment, may effectively impair the ability of the Consultant to perform its obligations under the Contractual Documents; (x) fails to timely provide any Services required under the Contractual Documents; (xi) is guilty of a substantial violation of the Contractual Documents or any provision or material term thereof. Such termination shall be called a “Termination for Cause.”
- 6.2.2 Any such Termination for Cause shall be effected by delivery to Consultant of a “Notice of Termination for Cause” specifying the extent to which the Services under the Contract Documents are terminated, the rationale therefor, and the date upon which such termination becomes effective.
- 6.2.3 For all such causes of termination except those contained in subsections 6.2.1 (viii) [misrepresentation] and (ix) [bankruptcy, insolvency], the Consultant may avoid termination if, within seven (7) Days of Notice of Termination, it commences correction

of such default, neglect or violation, with diligence and promptness, fully curing same within the time prescribed by the Authority within the Notice of Termination; failure to do so shall result in termination of this Agreement. Failure of the Consultant to commence an effective means of correction of its default, neglect or violation within seven (7) Days of receipt of the Notice of Termination for Cause, or to cure the same within the time prescribed by the Authority, shall result in a warranted and justified termination of this Agreement for cause. Assuming that no effective cure is timely commenced by the Consultant, the Authority shall confirm in writing to Consultant the fact of its termination.

6.2.4 Upon Termination for Cause by the Authority pursuant to this Section 6.2, the Authority may, without prejudice to any other rights or remedies of the Authority, complete Services by whatever methods the Authority may deem appropriate.

6.2.5 In the event this Agreement is Terminated for Cause pursuant to this Section 6.2, the Authority reserves the right not to make any further payments to the Consultant and may require the Consultant to repay all or a portion of the monies already paid; and the Consultant shall be obligated to take any steps necessary to enable the Authority to complete the Services itself, or for the Authority to engage another Consultant to complete the Services at the Consultant's own expense for the portion that exceeds the amount that would have been paid to the Consultant for completing the Services. Such steps may include, but are not limited to, the prompt delivery to the Authority of all Deliverables, documents and Work Product identified herein and/or related to the Project. If the payments then or thereafter due Consultant are not sufficient to cover the Authority's cost to complete the Services itself or by means of another consultant, Consultant shall pay, within ten (10) days, to the Authority the difference between what the Authority would have paid Consultant and the Authority's actual expense to complete, in addition to any other re-procurement expense, inclusive of professional fees incurred, inclusive of monies paid to the Design Consultant and The Authority's legal counsel and the Authority's own administrative or in-house expenses. If the Authority is required to file a legal action against Consultant in order to recover monies owed by Consultant on account of its termination for cause, Consultant shall be liable to the Authority for all legal fees so incurred, as well as all other litigation costs incurred. Further, Consultant shall be liable to The Authority for interest on all monies due and owing from Consultant to the Authority under this Section or any other provision of the Contract Documents.

6.2.6 No action by the Authority pursuant to this Section 6.2 shall operate to waive or release any Claim the Authority may have against the Consultant under the Contractual Documents.

6.3 Suspension for Convenience of the Authority

6.3.1 The Authority shall have the right to defer the beginning, or to suspend the whole or any part, of the Services whenever, in the sole discretion of the Authority, it is necessary or expedient for the Authority to do so. The Authority shall effect suspension of performance of the Services by issuing a written Notice of Suspension to the Consultant. Upon receipt of such Notice of Suspension, the Consultant shall immediately discontinue all Services unless otherwise directed in writing by the Authority to continue particular Services.

6.3.2 In the event of a suspension by the Authority pursuant to this Section 6.3, compensation shall be determined as follows:

6.3.2.1 If the Authority determines that the Services have been suspended for a period cumulatively totaling less than ninety (90) Days, there shall be no additional compensation paid to the Consultant.

6.3.2.2 If the Authority determines that the Services have been suspended for a period cumulatively totaling ninety (90) Days or more, and if the Authority determines that the suspension has resulted from no fault of the Consultant, the Parties shall amend this Agreement to cover the remaining Services to be performed. Such Amendment shall provide a compensation adjustment in an amount deemed proper by the Authority and Consultant after review of the Consultant's submissions relating to the increased costs actually incurred by the Consultant as a direct result of the suspension. No such Amendment will change other Contractual Documents terms.

6.3.3 When the Authority has determined that a suspension is the fault of the Consultant, the Authority may, at its sole option, suspend all payments to the Consultant. Payment may be reinstated by the Authority upon completion of the Services in accordance with the other provisions of this Agreement and the other Contractual Documents provided, however, that there shall be no upward adjustment in direct or indirect costs or in any other costs. Alternatively, the Authority may terminate this Agreement pursuant to Section 6.2, above, or carry out the Services as provided for in Section 6.4, below.

6.4 Authority's Right to Carry Out the Services

6.4.1 If the Consultant fails to perform any obligation imposed under the Contractual Documents, and fails within seven (7) Days after receipt of written notice to commence and continue correction of such failure with diligence and promptness, the Authority may take steps to remedy such failure without prejudice to any other remedy the Authority may have. In such case, an appropriate written notice shall be issued deducting from the payments then or thereafter due the Consultant the cost of correcting such failure, including compensation for additional services performed by other Professional Services Consultant(s), including legal counsel, made necessary by such failure. If the payments then or thereafter due the Consultant are not sufficient to cover such amount, the Consultant shall pay the difference to the Authority upon demand. A failure to timely honor such payment demand shall entitle the Authority to interest, and, if the Authority files suit to collect, the Authority shall be entitled to recover its litigation costs, inclusive of its counsel fees.

6.4.2 Any action by the Authority under this Section 6.4 shall be without prejudice to the Authority's rights under the Contractual Documents and shall not operate to release the Consultant from any of its obligations under the Contractual Documents.

6.5 Unacceptable Services; Duty to Cure Errors and Omissions

6.5.1 The Authority shall give the Consultant written notice as soon as practicable after it becomes aware of an error or omission by the Consultant. If the Authority determines that any Service delivered is unacceptable, in quality, timeliness, or any other condition, due to error, omission or failure to comply with requirements of the Contractual Documents, the Consultant shall correct and revise the unacceptable Services under the Authority's

direction at no cost to the Authority. The corrected and revised Services shall be resubmitted to the Authority for approval.

6.5.2 The Consultant shall be liable to Authority for all damages to Authority caused by Consultant errors or omissions. The Consultant shall reimburse Authority for all costs incurred by Authority as a result of such errors and omissions, including interest and other expenses.

7.0 CLAIMS

All Claims by the Consultant against the Authority shall be governed by the following provisions.

7.1 General. All Claims asserted by the Consultant against the Authority shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

7.2 Notice of Claim. The Consultant shall file notice of its Claim on a form provided by the Authority, (Form 505 Notice of Claim) which form shall be completed in its entirety and signed by the Consultant. Incomplete forms will be rejected and have no effect. Submission of completed notice forms shall constitute compliance with the notice provisions of the New Jersey Contractual Liability Act if such notices are provided within the time limits established by N.J.S.A. 59:13-5. Consultant must file the necessary forms as required by this Section to comply with the New Jersey Contractual Liability Act and in order to begin the administrative process for the review of Claims.

7.3 False Claims Liability. Consultant shall be held liable and subject to all penalties and damages under the False Claims Act, N.J.S.A. 59:1-1 et seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

7.4 Review of Claims. The administrative process for review of Claims is sequential in nature and composed of the following steps:

Step One: Review by the Authority
Step Two: Non-binding Mediation

Completion of Step One of the Claims Review Procedure is a mandatory prerequisite to the initiation of Step Two of the procedure.

7.4 Compliance with Claim Review Procedure. Each Claim will begin its review at Step One. A Claim will not proceed to the next step unless the Consultant submits a written objection to the prior step and requests that its Claim proceed to the next step. If at any step in the process a Claim is resolved, the Consultant must sign a full and final release as to any and all matters arising from the Claim.

7.5 Step One: The Authority's Review.

7.5.1 Filing of Claim. The Consultant must provide to the Authority the required forms as required by this Section to comply with the New Jersey Contractual Liability Act, and in order to begin the Authority's administrative process for the review of Claims. The Consultant shall also submit to the Authority all documentation supporting the Consultant's Claim. The documentation provided to the Authority will serve as the basis for evaluation of the Consultant's position regarding the Claim throughout

Step One of the administrative process. The Consultant shall submit additional information upon request by the Authority. No formal action will be taken by the Authority unless and until the Authority receives complete Claim documentation from the Consultant.

7.5.2 Authority Review and Decision. At the option of the Authority, a meeting may be scheduled with the Consultant, the Authority and the CM to discuss the Claim. The Authority shall render its decision regarding the Claim in writing within ninety (90) Days of the receipt of the complete supporting documentation or within ninety (90) Days of any meeting with the Consultant, the Authority and the CM, whichever is later. This time limit may be extended by mutual agreement of the Parties, or by the Authority, when additional time is required by the Authority to properly review and respond to the Claim. The Consultant, within fifteen (15) Days of the receipt of the decision by the Authority, shall accept or reject the Authority's decision in writing. If the claimant neither accepts nor rejects in writing the NJSDA's decision within this fifteen (15) day period, the NJSDA will consider the Step One process administratively closed, and the claim will be eligible for Step Two Non-binding Mediation if a request for mediation is made by the Claimant in the time and manner indicated in the following section.

7.6 Step Two: Non-Binding Mediation. If the Consultant rejects in writing the decision of the Authority, there is no further automatic administrative review of the Claim. A claimant may request, in writing, that any or all outstanding claims for such Project, that have been processed through Step One of the Claim resolution process, proceed to Step Two Non-binding Mediation. Such request for mediation must be in writing and must identify with specificity the claims to be mediated. Any Claim not specifically identified in the request for mediation shall be deemed withdrawn. No Claim will proceed automatically to Step Two and the Consultant must make a specific written request that the Claim be elevated to Step Two for review. The cost of non-binding mediation shall be shared equally by the Consultant and the Authority. The mediator shall be selected by the Authority, with the concurrence of the Consultant. The rules for the mediation shall be agreed to by the Authority, the Consultant and the mediator prior to the start of the mediation. If the Parties fail to agree on the rules for the non-binding mediation, the mediation will not proceed and Step Two review will be deemed completed.

8.0 REPRESENTATIONS

The Consultant hereby represents as follows:

- 8.1 The Consultant is financially solvent, able to pay its debts as they become due and possessed of sufficient working capital to complete the services required and perform its obligations under this Agreement.
- 8.2 The Consultant is professionally qualified to perform its obligations under the Contractual Documents, and has the capability and experience, including sufficient qualified and competent personnel, and the requisite tools, materials supplies and equipment needed, to efficiently and timely perform the Services required by the Contractual Documents. Consultant will continuously furnish sufficient personnel to perform the Services in a timely and proper manner.
- 8.3 The Consultant is authorized to do business in the State of New Jersey and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the

Consultant and the Services it will be performing, and shall maintain any and all licenses, permits and authorizations necessary to perform the Services required.

- 8.4 The Consultant's execution of and performance under this Agreement are within its duly authorized powers.
- 8.5 The Consultant certifies that it has satisfied itself, from its own investigation, of the conditions to be met, and that it fully understands its obligations and agrees that it will not make any Claim for, or have right to, cancellation or relief from the Contractual Documents without penalty because of its misunderstanding or lack of information.
- 8.6 The Consultant certifies that all representations made by it in any of the Contractual Documents are true, subject to penalty of law. The Consultant understands and agrees that its knowing or intentional violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact may be cause for termination of this Agreement. The Consultant understands and agrees that the Consultant's violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact shall serve as a legal bar to the Consultant's enforcement of its rights under the Contractual Documents, including any and all Claims at law or equity.
- 8.7 The Consultant and any firm it has subcontracted has provided to the Authority proof of valid business registration with the Division of Revenue of the New Jersey Department of the Treasury, pursuant to L. 2001, c. 134, as set forth in Appendix E, and the Consultant shall not enter into any subcontract with a firm that has not provided it and the Authority with proof of such valid business registration.
- 8.8 The Consultant assumes full responsibility to the Authority for the acts and omissions of its officers, employees, Subconsultants, and others employed or retained by it in connection with the performance of Services pursuant to the Contractual Documents.
- 8.9 The representations and warranties enumerated in this Section operate in addition to, and shall in no way supersede, limit, or restrict any other duty, responsibility, representation or warranty, express or implied, created or required of Consultant by this Agreement or by applicable laws.

9.0 AUTHORITY'S RIGHTS AND RESPONSIBILITIES

9.1 Authority's Rights

- 9.1.1 The Authority shall have the right to perform Services and to award contracts in connection with same that are not part of the Consultant's responsibilities under this Agreement.
- 9.1.2 The Authority shall have the right, in its sole discretion, to accept or reject personnel provided by the Consultant. The Consultant shall make a timely and prompt resubmittal to provide other personnel to replace any that are rejected by the Authority, both at the initial submittal or upon any subsequent rejection or substitution of personnel.
- 9.1.3 The Authority shall have the right to remove any of Consultant's employees, or the employees of its Subconsultants from the Project at any time during the Term of this Agreement if that employee is reasonably deemed by the Authority not to be of the level

of competence or ability required under this Agreement, or if said employee is for any reason found to be unsuitable to perform pursuant to this Agreement, as determined by the Authority in its sole discretion. In such case, the Consultant shall promptly submit the name and qualifications of a replacement for the Authority's written approval

- 9.1.4 The Authority shall have the right to establish and maintain a Consultant Performance Evaluation Policy and Procedure. The Consultant's performance under this Agreement shall be evaluated by the Authority and shall be a factor used in the technical scoring of the Consultant with respect to any future submission by the Consultant in response to a Request for Proposals by the Authority. This evaluation shall consider, among other things, the Consultant's ability to provide all required Services.
- 9.1.5 The Authority's approval, acceptance, use of or payment for all or any part of Consultant's Services hereunder shall in no way alter the Consultant's obligations hereunder.
- 9.1.6 The Authority, the Office of the State Comptroller, the State Police, and any other State inspecting or oversight agencies reserve the right to audit the records of the Consultant and its Subconsultants in connection with all matters related to the Contractual Documents. If, as a result of such audit, the Consultant is discovered for any reason to owe any money or refund to the Authority, the Authority may reduce the Consultant's invoice amount to an amount considered commensurate with the actual services provided.
- 9.1.7 The Authority and their agents have the right to request, and the Consultant agrees to furnish free of charge, all information and copies of all records, documents or books relating to the provision of Service, which the Authority, or their agents may request. The Consultant shall allow representatives of the Authority and their agent(s) to visit the office(s) of the Consultant periodically, upon reasonable notice, in order to review any information, records, documents or books related to the Contractual Documents or to otherwise monitor any Services being performed.
- 9.1.8 Audit by Office of State Comptroller. Pursuant to N.J.S.A. 52:15C-14(d), Consultant shall maintain all documentation related to products, transactions or services under this contract for a period of at least five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

9.2 Authority's Responsibilities

The Authority shall, on a timely basis, provide the Consultant with such information in its possession and/or control as may reasonably be necessary for the performance of the Services within the agreed upon time frame.

10.0 MISCELLANEOUS

- 10.1 Notices. All notices or other communications required under this Agreement shall be in writing and sent by certified mail, return receipt requested, postage prepaid or by FedEx or similar guaranteed overnight courier and shall be deemed to have been given on the Day after depositing in the mail or with such overnight courier. Notices shall be addressed as directed in Appendix A (Special Conditions). Electronic transmission of information may be required, as may be set forth in the Scope of Services.

- 10.2 Incorporation by Reference. This Agreement incorporates by reference, as if set forth herein, all of the Contractual Documents in their entirety, including but not limited to: this Agreement and its appendices; any Amendments to this Agreement; the Request for Proposals, any addenda thereto, and the responses thereto.
- 10.3 Conflict in Terms. In the event of a conflict in terms among the Contractual Documents, the following order shall prevail for purposes of interpretation:
- 10.3.1 Appendix A (Special Conditions)
 - 10.3.2 Appendix B (Scope of Services)
 - 10.3.3 Agreement (excluding Appendices)
 - 10.3.4 Proposals
- 10.4 No Waiver of Warranties or Legal/Equitable Remedies. Nothing in the Contractual Documents shall be construed to be a waiver by the Authority of any warranty, expressed or implied, or any remedies at law or equity, except as specifically and expressly stated in a writing executed by the Authority.
- 10.5 Procedural Requirements. The Consultant shall comply with all written procedural instructions that may be issued from time to time by the Authority.
- 10.6 Governing Law. This Agreement and all other Contractual Documents, and any and all litigation arising therefrom or related thereto, shall be governed by the applicable laws, regulations and rules of the State of New Jersey without reference to conflict-of-laws principles.
- 10.7 Forum and Venue. The Parties may only bring a legal action to resolve a dispute or Claim arising from this Agreement in a state court in the State of New Jersey.
- 10.8 Time of the Essence. All time limits as stated in the Contractual Documents are of the essence.
- 10.9 Entire Agreement and Amendments. This Agreement and the other Contractual Documents represent the entire and integrated agreement between the Consultant and the Authority and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement and all other Contractual Documents may be amended only by written instrument signed by both the Consultant and the Authority. Should the Consultant at any time find existing conditions that would make modification in requirements desirable, it shall promptly report such matters to the Authority for consideration.
- 10.10 Severability. In the event that any provision of any Contractual Document shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.
- 10.11 Waiver of Breach. In the event that any provision of any Contractual Document should be breached by any party and thereafter waived by any party, such waiver shall be limited to the particular breach so waived by any party and shall not be deemed to waive any other breach. Any consent by the Authority to a delay in Consultant's performance of any obligation shall apply only to the particular transaction to which it relates, and it shall not apply to any other obligation or transaction. Any delay in the Authority's enforcement of any remedy in the event of a breach by the Consultant of any term or condition of the Contractual Documents or any delay in the Authority's exercise of

any right under the Contractual Documents shall not be construed as a waiver. A “waiver” of a Party’s breach of this Agreement shall only occur if there is a specific provision in this Agreement which expressly describes the Party’s conduct or inaction as constituting a waiver or if there is a writing signed by the waiving Party expressly, specifically and unequivocally waiving such breach.

- 10.12 Provisions Required By Law Deemed Inserted. Each and every provision of law required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and, if through mistake, or otherwise, any such provision is not inserted, or is not correctly inserted, then, upon the application of either Party, the Agreement shall forthwith be physically amended to make such insertion or correction.
- 10.13 Execution in Counterparts. This Agreement and any other Contractual Document, where applicable, may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument. Each individual who executes this Agreement certifies and affirms that he or she is fully authorized to do so on behalf of the party for whom he or she has signed, and that his/her signature duly binds that Party.
- 10.14 Office of the State Comptroller. The Office of the State Comptroller, or any other State inspecting or oversight agency may, at its discretion, investigate, examine and inspect the activities of the Design-Builder and all other parties involved with the Project relating to the design, construction and financing of the Project and to the implementation of the Educational Facilities Construction and Financing Act, P.L. 2000, c. 72 (N.J.S.A. 18A:7G-1 et seq.). The Office of the State Comptroller, or any other State inspecting or oversight agencies may require the Design-Builder or any other party involved with the Project to submit duly verified reports which shall include such information and be in such form as they may require. In addition to the foregoing the Office of the State Comptroller, or any other State inspecting or oversight agencies may investigate, examine, inspect, or audit in any manner and at such times as they may deem necessary. The Design-Builder shall include in any and all contracts with Subcontractors or Subconsultants a provision requiring such Subcontractors and Subconsultants to permit the Office of the State Comptroller, or any other State inspecting or oversight agencies, in their discretion, to investigate, examine, inspect or audit in any manner and at such times as they may deem necessary.
- 10.15 Security Clearance. The Consultant and its personnel and Subconsultants shall be subject to such security clearance at School Facilities Projects and other locations as the Authority may require.
- 10.16 Limitation of Liability. Whether as a result of breach of Contract, tort (including negligence), or otherwise, the Authority will not be liable to the Consultant for any special, consequential, incidental, or penal damages, including, but not limited to, loss of profit or revenues, loss of rental value for Consultant-owned equipment, damages to associated equipment, cost of capital, punitive damages or interest of any nature.
- 10.17 Captions & Titles. Captions and titles of the different Sections of this Agreement are solely for the purpose of aiding and assisting in the location of different material in this Agreement and are not to be considered under any circumstances as parts, provisions or interpretations of this Agreement.
- 10.18 Words of Obligation or Duty. Whenever in this Agreement any words of obligation or duty regarding any Party are used, they shall have the same force and effect as if stated in the form of an express covenant.

- 10.19 No Individual Liability. No personal liability arising out of this Agreement shall accrue against any individual, officer, director, employee, shareholder, representative or fiduciary of the Parties.
- 10.20 Parties are not Joint Venturers or Partners. Nothing contained in this Agreement shall be construed to mean that Consultant and the Authority are joint venturers or partners.
- 10.21 Notice of State Vendor Set-Off for State Tax.
- 10.21.1 Pursuant to L. 1995, c. 159, effective January 1, 1996 and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods and services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.
- 10.21.2 The Director of the Division of Taxation shall give notice of the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to L. 1987, c. 184 (c. 52:32-35.), shall be stayed.
- 10.22 Representation of No Solicitation. CM warrants and represents to the Authority that: (a) no person, firm, entity or organization has, directly or indirectly, been employed or retained by CM to solicit or secure this Agreement upon an agreement, promise or understanding for payment of a commission, percentage, brokerage, or contingent fee and CM has not, and will not, pay any such commission, percentage, brokerage, or contingent fee; and (b) neither in exchange for assistance in CM's procurement of this Agreement or otherwise in connection herewith, shall CM, directly or indirectly, give anything of value, either as compensation, gift or gratuity, to any agent, representative, officer or employee of the Authority or to any officer or employee of the State of New Jersey or to any other person, firm or organization.
- 10.23 All Services to be Performed in the United States. CM shall have a continuing duty to comply with Executive Order No. 129 (2004) ("EO 129"), and with P.L. 2005, c. 92, as applicable. By executing this Agreement, CM agrees that all Services performed by CM and/or its Subconsultants pursuant to this Agreement shall be performed within the United States. If, during the Term, CM or a subcontracted firm proceeds to shift the performance of the Services outside of the United States, CM shall be deemed in breach of the Agreement and shall be subject to termination for cause, unless the Authority shall determine in writing that extraordinary circumstances require a shift of services or that a failure to shift the services would result in economic hardship to the Authority or the State.

- 10.24 Equal Pay Act Compliance. The Consultant shall be required to submit compensation information, in the form of a Qualifying Services Report, to the Division of Labor and Workforce Development, with copies to the NJSDA, in accordance with the Diane B. Allen Equal Pay Act, P.L. 2018, c. 9). Guidance and forms for compliance with this requirement are available at:

www.nj.gov/labor/equalpay/equalpay.html

- 10.25 Exemption from Spill Act Liability. As a State government entity, the Authority is not liable under the Spill Compensation and Control Act (Spill Act) for environmental concerns identified on real property that it has acquired through eminent domain, and for which the Authority has not caused, nor has contributed to a discharge. This exception from liability is by virtue of its role as a redeveloper under the Education Facilities Construction and Financing Act (EFCFA). Although the Authority is required to retain a Licensed Site Remediation Professional (LSRP) for all remediation it is conducting, the Consultant must recognize that the Authority is exempt from joint and several liability as defined in the Spill Act, and is not in any way responsible, pursuant to any law, for any contaminant at or emanating from the Site, or for contamination that has emanated from the Site. The Authority and/or the NJDEP, in accordance with applicable law, may seek cost recovery from parties responsible for discharges of hazardous substances.

In most circumstances, due to the unique role of the Authority, the Authority is exempt from the mandatory timeframes associated with the remedial actions as set forth in the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS) of 2018 during periods of time when it is not conducting remediation activities. The Authority reserves its right to limit the scope of tasks to be performed by an LSRP in recognition of the NJSDA's status as an exempt governmental entity under the Spill Act. For example, the NJSDA may limit LSRP tasks to the defined boundaries of the area described in the construction permit for the School Facilities Project (the "School Construction Site").

APPENDIX A

SPECIAL CONDITIONS

A.1 Notices shall be addressed as follows:

To Authority: New Jersey Schools Development Authority
32 East Front Street
P.O. Box 991
Trenton, NJ 08625-0991
Attention: Andrew Yosha, Vice President

To Consultant:

APPENDIX B

SCOPE OF SERVICES

{See the Attached Sheets}

APPENDIX B

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Attachment A: NJSDA Asbestos Guidance Document – July 29, 2016

**Attachment B: Administrative Guidance Regarding Environmental Remediation
Undertaken by the New Jersey Schools Development Authority – May
1, 2017**

Attachment C: Environmental Summary Memoranda for Land Acquisition

INTRODUCTION

The professional services that may be requested under this contract are intended to support the various phases of a New Jersey Schools Development Authority (“NJSDA” or the “Authority”) school facilities construction project. These phases may include, but are not limited to: predesign; early site development; design-build support; limited architectural and structural engineering and design services, environmental consulting services and/or Licensed Site Remediation Professional (LSRP) services through the various phases of the project, and the performance of limited site work and environmental remedial actions that may be incidental to the work.

The Site Consultant (“SC”) shall provide for a standard of care to ensure deliverables and scopes of work are inclusive of prior project conversations, meeting and field notes, site visits, and site investigation data; and do not generate confusion, conflict, an opportunity for a prospective bidder to rely upon a lesser requirement due to vague or conflicting language within the deliverable, or present a potential gap to a prospective bidder, resulting in additional compensation or schedule relief once the contract is awarded.

The SC must review all relevant prior work, and independently conclude the work can be relied upon. If the work cannot be relied upon, or if the consultant identifies deficiencies, it is incumbent upon the SC to propose additional work and correct the deficiencies such that they can rely on the work. This shall include the practice of taking a “look-behind” of previous work, especially when an environmental investigation may have been “closed” by a regulatory agency, or certified by a licensed professional that the work was complete.

The Scope of Services will be dependent on the unique circumstances of the project under consideration. The services that may be required of the SC are set forth herein. If during the course of a project it becomes necessary to undertake specific professional services not described herein, for example, to comply with a newly enacted regulatory requirement or guidance document, the Authority will provide the SC with the scope, and obtain a proposal to complete the work within an agreed upon schedule and budget.

Predesign Services

These services may include: site boundary and topographic surveys; utility availability and capacity analyses; wetland delineations and flood hazard assessments; existing building hazardous materials surveys; preliminary geotechnical and civil engineering investigations; historical and cultural resource evaluations; preliminary assessments and site investigations; environmental screening reports (ESRs); Executive Order 215 Report; preliminary storm water management investigations and reports, acoustical evaluations, limited architectural and structural and design services, and other tasks to support land acquisition, and predesign activities, where necessary to support this contract.

Early Site Development Services

Depending on the specific needs of the project, these services may include: the performance of hazardous materials and universal waste surveys; abatement and demolition design and monitoring; development of bid documents and technical specifications for demolition and early site preparation; development of cost estimates; attendance at project meetings, bid reconciliation, permitting; remedial action work plan development; environmental remediation and oversight; post-demolition and post – remediation surveys; and permit closeout.

Design-Build Support Services

These services are anticipated to include services necessary to support NJSDA advancement of projects through a Design-Build delivery, and may include review and commentary on NJSDA-prepared conceptual and schematic site plans; site/civil design services, including preparation of drawings and specifications for procurement of Design-Build services; assistance during Design-Build Procurement; review of Design-Build design submissions; Design-Build construction phase services; and assistance with Project Close-Out. Support of Design-Build projects may also include related Predesign and Environmental Services.

Environmental Site Review and LSRP Services

These services may include, but are not limited to the production, review, and approval of site investigation and remedial investigation reports; remedial alternatives analyses and remedial action selection reports (RASR); site conceptual models; multimedia exposure and risk characterization reports; preparation of remedial action work plans (RAWP); technical specifications for remediation activities; and the technical oversight and documentation of remediation work performed by a contractor, i.e., a remedial action report (RAR); development of Response Action Outcome (RAO) letters; due diligence RAOs, Indoor Environmental Health Assessments (IEHAs), and all necessary forms and applications. In addition, the LSRP may be required to provide environmental communications support, environmental litigation support, cost recovery support and documentation, and attend meetings on behalf of the Authority.

The SC shall designate a Licensed Site Remediation Professional (LSRP) for completion of specific tasks on behalf of the Authority, when there is an affirmative obligation to remediate discharges of hazardous substances in a manner sufficient and protective of the intended use of the site as a school. The Authority reserves its right to approve the proposed LSRP designee, and limit the scope of tasks to be performed by an LSRP in recognition of

the NJSDA's status as an exempt governmental entity under the Spill Act. For example, the NJSDA may limit LSRP tasks to the defined boundaries of the area described in the construction permit for the School Facilities Project (the "School Construction Site").

The SC is required to work cooperatively with other contractors and private landowners and local governments/municipalities having jurisdiction. The SC is responsible for all work assignments performed under its contract, whether performed by the SC or its subcontractor.

Environmental Site Review and LSRP services shall be completed in accordance with current New Jersey rules and regulations, including the Administrative Requirements for the Remediation of Contaminated Sites (N.J.A.C. 7:26C); the Site Remediation Reform Act (N.J.S.A. 58:10C-1, et seq.), the Technical Requirements for Site Remediation (N.J.A.C. 7:26E), and the Unregulated Heating Oil Tanks (UHOT; N.J.A.C. 7:26F). Subject to the exceptions set forth in the Spill Compensation and Control Act N.J.S.A. 58:10-23.11 et. seq. ("Spill Act"), the Authority is a State governmental entity exempt from liability under the Spill Act by virtue of its role as a redeveloper that acquired ownership of properties pursuant to the Eminent Domain Act of 1971.

Throughout implementation of the work, the SC, if requested by the Authority, shall provide for the attendance of progress meetings and delivery of interim reports to the Authority (in advance of draft reports) to ensure the deliverable is in conformance with the Authority's expectations and schedule.

ISSUANCE OF TASK ORDERS

The Authority will issue Task Orders on a time-and-materials, not-to-exceed basis with a request to complete specific services according to an agreed schedule. The Authority has no obligation under this Agreement to issue any Task Order to the SC.

It is the Authority's intent to distribute project assignments to qualified firms on a rotational basis, with consideration given to the site-specific needs of the project, unique technical capabilities of a particular SC, equitable distribution of work assignments, and demonstrated successful performance of the SCs in meeting project requirements. Depending on the services required, the Authority may seek competitive proposals from multiple SCs for a specific task, and the Authority may seek multiple cost estimates from the SC for subcontracted services.

The Authority will provide the SC with a Preliminary Task Order Request (PTOR) that identifies the technical scope of work to be undertaken for each assignment, inclusive of a proposed schedule.

The SC will submit a written proposal to the Authority including a proposed scope, schedule, and

budget necessary to complete the scope of services requested in the PTOR. The Authority will review, and if found to be acceptable, approve the written proposal. If the written proposal is not acceptable to the Authority, the Authority may elect to negotiate the scope, schedule, and budget with the SC, or to seek another proposal from another SC.

Upon approval of the SC's written proposal, the Authority will issue a final Task Order and Authorization to Proceed (ATP) to the SC. Work shall not proceed without an executed ATP.

DESCRIPTION OF SCOPE OF SERVICES

This section provides descriptions of the services that may be required.

1 PREDESIGN SERVICES

These services may include: site boundary and topographic surveys; utility availability and capacity analyses; wetland delineations and flood hazard assessments; existing building hazardous materials surveys; preliminary geotechnical investigations; historical and cultural resource evaluations; preliminary assessments and site investigations; environmental screening reports (ESRs); Executive Order 215 Report; building structural assessments, and other tasks to support land acquisition, predesign and site feasibility activities, where necessary.

The SC shall coordinate its schedule of services and document production to avoid conflicts with subsequent services.

1.1 Boundary Survey

Boundary survey services shall include the research, field or office work as necessary to compile a complete boundary survey describing the Site and the surrounding context.

1.1.1 The SC shall research the available deeds, easements, surveys, right-of-way maps, and other Federal, State, County, or municipal records necessary to fulfill the requirements of the boundary survey.

1.1.2 Unless the Authority advises the SC that it will provide a title report for the purposes of preparing the boundary survey, the SC shall obtain the necessary chin-of-title information to prepare the boundary survey.

1.1.3 Based on a review of existing documentation, the SC shall determine whether an existing boundary survey conforms to these requirements. If the survey meets these requirements, the SC shall re-certify the boundary survey. If the survey does not meet the requirements, the SC shall generate a new boundary survey.

1.1.4 These services shall be conducted under the supervision of and certified by a

Surveyor licensed in the state of New Jersey.

- 1.1.5** The horizontal control shall be presented in the New Jersey State Plane Coordinate System.
- 1.1.6** The boundary survey shall include the Site and that area within the greater of 100 feet outside the boundary of the Site, the distance required by local subdivision or land development ordinances, or as directed by the Authority. Coordinate the extent of the boundary survey with that of the topographic and utility survey.
- 1.1.7** The SC shall prepare the boundary survey at a scale no smaller than 1"= 50'. Coordinate the scale and orientation of the boundary survey with that of the topographic and utility survey. The format, including sheet layout and numbering system, shall be approved by the Authority prior to submission.
- 1.1.8** The boundary survey shall, when the Site consists of multiple tax parcels, include, in addition to the Site as a whole, complete survey information for each internal tax parcel. Provide a written description of the metes and bounds of both the entire Site and each internal tax parcel.
- 1.1.9** Unless described otherwise, boundary survey services shall conform to the American Land Title Association / National Society of Professional Surveyors, Incorporated (ALTA/NSPS) 2016 Minimum Standard Detail Requirements for an ALTA/NSPS Land Title Survey, or the most current version, if updated.
- 1.1.10** Install, unless already marked by an existing monument within close proximity of the corner, a monument at every corner of the boundary of the Site. The boundary survey shall include the state plane coordinates of every corner of the boundary of the Site.
- 1.1.11** The boundary survey shall include, if observed in the process of conducting the field-work or otherwise available, street addresses.
- 1.1.12** The boundary survey shall, when applicable, illustrate the limits and include the flood zone classification of flood hazard areas. If no flood hazard areas are present, the survey shall so state.
- 1.1.13** The survey shall include gross land area in both acres and square feet. Gross land area shall be calculated to one one-hundredth (0.01) of an acre and one (1.00) square foot.
- 1.1.14** The survey shall include the exterior dimensions and area at ground level and

maximum height above grade of buildings.

- 1.1.15** The boundary survey shall illustrate, in addition to the improvements and features required by the ALTA standard, other substantial features observed in the process of conducting the field-work such as but not limited to parking lots, billboards, swimming pools, vegetated or landscaped areas, and substantial areas of refuse.
- 1.1.16** The boundary survey shall illustrate the striping and include the quantity and type of clearly identifiable parking spaces located in surface parking areas. Include the quantity of parking spaces located within parking structures.
- 1.1.17** The boundary survey shall include the names of owners according to current tax records.
- 1.1.18** The boundary survey shall include the distance from the Site to the nearest intersecting street.
- 1.1.19** Rectified orthophotography, photometric mapping, remote sensing, airborne / mobile laser scanning, or other similar products, tools, or technologies may, with the Authority's prior approval, be permitted to be utilized to determine the location of improvements and features (excluding boundaries) when ground measurements are not necessary to do to an appropriate and acceptable accuracy. When these methods are utilized the boundary survey must include a note recording the source, date, precision and other relevant qualifications of such data. If the use of an existing product is proposed, then it shall be dated not more than two years prior to the date of the Task Order and field verified.
- 1.1.20** The boundary survey shall illustrate evidence of recent earth-moving work or building construction or rehabilitation if observed in the process of conducting the fieldwork.
- 1.1.21** The boundary survey shall, when applicable, illustrate proposed changes in right of way boundaries. Illustrate evidence of recent street or sidewalk construction or repairs if observed in the process of conducting the field-work.
- 1.1.22** The boundary survey shall, when applicable, illustrate the limits of wetlands. If no wetlands are present, the survey shall so state.
- 1.1.23** The boundary survey plan shall be certified to the New Jersey Schools Development Authority, the Client School District, the State of New Jersey Department of Education, the Title Company, the seller, and the designated attorneys that represent the seller and the Authority during land transaction

proceedings in the event land acquisition occurs. If the individual parcels are to be acquired from separate parties, each certification shall be tailored to reflect the parties involved.

1.2 Topographic/Utility Survey

Topographic and utility survey services shall include the research and field or office work necessary to compile a topographic and utility survey describing the Site and the surrounding context.

- 1.2.1** The SC shall research the available utility maps and other Federal, State, County, or municipal records necessary to fulfill the requirements of the topographic and utility survey.
- 1.2.2** Based on a review of existing documentation either, if an existing topographic and utility survey conforms to these requirements, then confirm the existing survey, or generate a new topographic and utility survey.
- 1.2.3** These services shall be conducted under the supervision of and the topographic and utility survey certified by a Surveyor licensed in the state of New Jersey.
- 1.2.4** The horizontal control shall be presented in the New Jersey State Plane Coordinate System. Horizontal measurement precision shall be in accordance with American Land Title Association / National Society of Professional Surveyors, Incorporated (ALTA / NSPS) 2016 Minimum Standard Detail Requirements for an ALTA / NSPS Land Title Survey. Vertical datum shall be the North American Vertical Datum 1988.
- 1.2.5** The topographic and utility survey shall include the Site and that area within the greater of 100 feet outside the boundary of the Site, the distance necessary to establish drainage patterns, or as directed by the Authority. Coordinate the extent of the topographic and utility survey with that of the boundary.
- 1.2.6** The SC shall prepare the topographic and utility survey at a scale no smaller than 1"= 50'. Coordinate the scale and orientation of the topographic and utility survey with that of the boundary survey. The format, including sheet layout and numbering system, shall be approved by the Authority prior to submission.
- 1.2.7** Rectified orthophotography, photometric mapping, remote sensing, airborne / mobile laser scanning, or other similar products, tools, or technologies may, with the Authority's prior approval, be permitted to be utilized to determine the topography and location of improvements and features when ground measurements

are not necessary to do to an appropriate and acceptable accuracy. When these methods are utilized the topographic and utility survey shall include a note recording the source, date, precision and other relevant qualifications of such data. If the use of an existing product is proposed, then it shall be dated not more than two years prior to the date of the Task Order and field verified.

- 1.2.8** The topographic and utility survey shall reiterate from the boundary survey the parcel and easement boundaries and their dimensions, lot and block identifiers, improvements and features, right of way information, and applicable presentation requirements.
- 1.2.9** The topographic and utility survey shall, except where graphically infeasible, illustrate topographic contours at intervals no greater than one foot vertically. Contour error shall be no more than one-half of the contour interval.
- 1.2.10** Include spot elevations at isolated high and low points, building entrances or exits, and along the edge of pavement at no more than 50 feet apart. Provide top and bottom spot elevations along curbs at no more than 50 feet apart. Provide high-side, top of wall, and low-side spot elevations along retaining walls at more than 50 feet apart. Spot elevation error shall be no more than 0.05 feet vertically.
- 1.2.11** Install the greater of two or one control point for each 4 acres of gross land area within the Site suitable for use by others. Illustrate the control points and include their state plane coordinates.
- 1.2.12** The topographic and utility survey shall illustrate the location of both above and underground utilities including but not limited to storm and sanitary or combined drainage, water supply, fuel gas, electric, or other energy supply, and CATV, data, or telephone service. If a utility specifically included here is not present, the survey shall so state.
- 1.2.13** Include the location, type and material of structures, valves, hydrants, meters, utility poles or other appurtenances. Note existing labels identifying these items if observed in the process of conducting the field-work or otherwise available.
- 1.2.14** Include, when storm and sanitary or combined drainage utilities are present, the size, direction of flow, and material of piping. Provide the surface or inlet and invert elevations of structures or other appurtenances.
- 1.2.15** Include, when water supply utilities are present, the size and material of piping.

- 1.2.16** Include, when fuel gas or other piped energy supply utilities are present, the size and material of piping.
- 1.2.17** Include, when underground electric energy supply, CATV, data, or telephone service utilities are present, the quantity, size and material of conduit or conduit banks.
- 1.2.18** Include, when aboveground electric energy supply, CATV, data, or telephone service utilities are present, the quantity and path of conductors.

1.3 Survey Deliverables

The SC shall provide certified, paper copies and electronic AutoCAD files of the boundary survey plan, and topographic/utility survey plan.

- 1.3.1** A location or key map, legend, north arrow and the appropriate graphic scale must be included on all survey plans.
- 1.3.2** All Draft deliverables shall be clearly marked “DRAFT” including the date of the draft document.
- 1.3.3** Unless otherwise directed by the Authority, the scale and orientation of all site plans (excluding details and partial plans) shall be consistent throughout.
- 1.3.4** Unless otherwise directed by the Authority, the SC shall provide three (3) printed and bound Draft copies of all survey deliverables, plus one electronic copy of each in native format (AutoCAD 2012 *.dwg for drawings), searchable (not scanned) .pdf formats, and MS Word *.docx for text.
- 1.3.5** The SC shall provide signed and sealed prints of the Final boundary survey plan and the Final topographic/utility survey plan. These Final survey plans shall be signed and sealed by a New Jersey Licensed Professional Surveyor.
- 1.3.6** The SC shall provide six (6) signed and sealed, certified, written boundary descriptions of the overall Site and of each individual property that may comprise the Site, plus one electronic copy of each final in native format (AutoCAD 2012 *.dwg for drawings), searchable (not scanned) .pdf formats, and MS Word *.docx for text.
- 1.3.7** The SC shall also provide six (6) signed and sealed final copies of the boundary surveys on legal sized paper such that they can be recorded. All relevant boundary survey information shall be provided in a scale to be clearly legible.

- 1.3.8** Formats for all deliverables, including page layouts and numbering systems, shall be approved by the Authority prior to submission.

1.4 Utility Investigation and Report

Utility investigation and report services shall include the research, calculations, and field or office work necessary to compile a utility report describing the ability of the existing utilities available to the Site to serve the Project.

- 1.4.1** The SC shall research the available utility information and other Federal, State, County, or municipal records necessary to fulfill the requirements of the utility investigation.
- 1.4.2** The SC shall, with limited assistance from the Authority, estimate the anticipated additional loads the Project will place on the storm and sanitary or combined drainage, domestic and fire suppression water supply, fuel gas and electric energy supply, and CATV, data, and telephone service utilities.
- 1.4.3** The SC shall solicit from each utility required by the Project a “will serve” letter confirming whether utility has the ability to serve the additional loads the Project will place on the utility. The request to the utility shall specifically cite the magnitude of the additional loads. When distribution or collection and supply or treatment are provided by different entities, solicit “will serve” letters from both. The communication to the fuel gas utility shall also request confirmation there is a low probability of a simultaneous failure of both the fuel gas and electric energy supplies.
- 1.4.4** The SC shall request from the water supply utility and witness or perform a water flow/hydrant test.
- 1.4.5** The SC shall, in the event a utility required by the Project is found insufficient, develop, in conjunction with the Authority, the possible solutions. In the event the fire suppression water supply is found insufficient the SC shall determine whether a fire pump and / or break tank are necessary to meet the estimated demand.
- 1.4.6** The utility report shall include a list of those utilities, including but not limited to those required by the project, reasonably available to the Site. For each provider include a contact name, street address, phone number, and e-mail address.
- 1.4.7** The utility report shall include for each utility required by the Project a description of its location relative to the site, size and/or capacity, age, and condition.

- 1.4.8** The utility report shall identify for each utility required by the Project restrictions and/or moratoria imposed by local ordinance or State requirements.
- 1.4.9** The utility report shall include for each utility required by the Project an evaluation of the ability of the utility to serve the Project.
- 1.4.10** The utility report shall, in the event a utility required by the Project is found insufficient, include a description of the possible solutions and their relative merits.
- 1.4.11** The utility report shall attach: The calculations substantiating the SC's estimate of the anticipated additional loads the Project will place on each utility. The SC's requests for a "will serve" letter and each utility's reply. The results of the flow test presented in accordance with National Fire Protection Association 291 Recommended Practice for Fire Flow Testing and Marking of Hydrants. Records of other communication between the SC and each utility. The installation requirements and/or details of the service demarcation of each utility. And the utility mapping utilized in the preparation of the utility and topographic survey.
- 1.4.12** The Authority is exempt from connection, tapping, maintenance or capital improvement fees or charges with respect to the connection of a school facility project to a storm, sanitary or combined drainage or domestic or fire suppression water supply system operated by a political subdivision or agency of the State. The SC shall promptly notify the Authority when a utility company is requesting a fee to produce a "will serve" letter.
- 1.4.13** Unless otherwise directed by the Authority, each submission made by the SC shall include the quantity of hard-copies specified by the Authority, a searchable (not scanned) portable document file (*.pdf) electronic copy, and the document in its native format (Word *.doc for text).

1.5 Environmental Screening Report (ESR)

The Authority adopted the Environmental Screening Report ("ESR") as a tool for assessing the likelihood of obtaining the various environmental, historical and cultural, and land use approvals necessary to develop the site, or part of the site subject to construction as an educational facility, as described in the construction permit for the School Facilities Project (the "School Construction Site."). The ESR is intended to identify, on a preliminary basis, potential insurmountable technical and administrative obstacles that may exist on a proposed schools facility project, or in close proximity to the proposed site or School Construction Site. Specifically, it provides an identification of potential fatal flaws that cannot be overcome, and therefore, may serve as a basis for rejecting a particular site or School Construction Site from further consideration if land use approvals are incompatible

with preliminary project requirements. Examples of the technical and administrative factors considered in the ESR include utility availability, known environmental quality concerns and regulatory conflicts, potential compatibility of neighboring land uses and community impacts, historic and cultural and natural resource impacts, and endangered species.

The ESR shall identify and review regulatory requirements, including, but not limited to the DEP flood hazard and riparian requirements, maintenance agreements for easements and deed restrictions (including temporary, NJDOT, and environmental) FEMA flood zone requirements, stormwater management, land use, and any other presiding Federal, State, County, or Local requirement applicable to the project and components of work for which the SC is responsible.

The SC shall document the findings of the regulatory review in the ESR, and shall identify the applicable regulation(s), the authority having jurisdiction, submission and approval requirements, and the likely time frames for securing such approvals.

In the event that the project is subject to FEMA flood zone requirements, the SC shall meet with the NJSDA, the NJDEP if directed, and local Flood Plain Manager to review and discuss the project and shall obtain a letter from the local Flood Plain Manager confirming locally adopted rules or regulations relative to FEMA (Advisory or otherwise adopted) flood zone and base flood elevation requirements. Based on this investigation, the SC shall provide guidance regarding the location and elevation of building and site features, including minimum finish first floor elevation(s).

The SC shall identify all applicable State and federal laws, rules and regulations, including any local, state, or federal certification requirements that may govern the Project. The SC is encouraged to interface with the NJDEP's Office of Permit Coordination to assist in the identification of permits and jurisdictional agencies for the permitting.

- 1.5.1** The SC shall prepare an ESR for submission to the NJDEP by the Authority in support of the application and approval process for land acquisition by the Department of Education pursuant to N.J.A.C. 6A: 26-7.1. The SC shall complete and submit a Permit Identification Form to the Authority for subsequent submission to NJDEP to assist in facilitating the permitting process.
- 1.5.2** The SC shall prepare an ESR for submission to the Authority even in instances when land acquisition approval from the Department of Education is not required. The ESR may support the Authority in its environmental review.
- 1.5.3** Within the ESR, the SC shall assess the following elements. If any of these elements were completed by another party in support of other predesign or site

feasibility work, the SC shall reference those findings in the ESR, and in consultation with the Authority include copies of the associated reports and accompanying documentation as an Appendix to the ESR.

- a) Availability of Sewer Service - The SC shall affirm that the site is located in an approved sewer service area and there is: (1) sufficient capacity to connect to an existing sewage collection line, and the treatment facility has adequate capacity to treat the wastewater for the proposed maximum enrollment, or (2) in the case that the proposed site is not serviced by an approved sewer service area, the SC shall indicate the likelihood of the site being suitable for a discharge to groundwater from either a package treatment plant or a septic system. The SC shall produce a “Will Serve Letter” from the local sewerage authority that confirms the availability and willingness to accept sewerage of the proposed school. If applicable, the affirmation shall also include the status with respect to the locally approved Water Quality Management Plan (WQMP). If the location of the proposed school site is inconsistent with the WQMP the SC shall include an estimated timetable for approval of a WQMP Amendment by the local, County and State agencies in the ESR.
- b) Availability of Potable Water Supply - The SC shall affirm that a local water purveyor serves the proposed School Facilities Project, and is capacity exists within the system to service the proposed maximum enrollment. The SC shall produce a “Will Serve Letter” from the local water purveyor that confirms the availability and willingness to supply a source of potable water for the project. Alternatively, if potable water is not available at the proposed site, provide a statement from a professional engineer or licensed geologist indicating the likelihood that there is sufficient groundwater available to provide for the drilling of potable water wells, and that necessary approvals for withdrawal may be obtained.
- c) Identification of Potential Coastal and/or Freshwater Wetlands - The SC shall affirm the absence/presence of wetlands, and if required prepare a Letter of Interpretation (LOI) for submission to NJDEP. The SC shall review published wetlands information and produce photo-documentation of the wetlands area, including a sketch map outlining the extent of wetlands and a list of permits that may be necessary to construct the proposed school site. In the event that the subject Site or School Construction Site is not encumbered by wetlands, including

streams and ditches, the SC shall, at a minimum, provide a statement that in his/her professional opinion the subject Site does not contain regulated wetlands.

- d) Identification of Streams, Flood Hazard Areas or Other Water Bodies - The SC shall determine the presence or absence of streams or other open water bodies on the proposed site or School Construction Site. The SC shall provide a report that is based on a review of published data, photo documentation of the stream or water body, and include a sketch map showing the 100- and 500-year flood hazard area delineations, if applicable. If the SC's review of associated flood hazard maps indicates that the proposed activities are regulated by the Flood Hazard Areas Control Act rules, the SC shall determine if a flood hazard area verification and/or permit is required prior to undertaking any proposed construction activity within the flood hazard area. The ESR shall also indicate if construction activity would require a stream encroachment permit.
- e) Identification of Dedicated Open Space -The SC shall determine if any land-related encumbrances exist on the proposed site or School Construction Site, including but not limited to easements, and protective covenants or rights of way. The SC shall determine if any Green Acres covenants exist based on a review of the municipal and/or county Recreation and Open Space Inventories (ROSI) or documents on file with the NJDEP's Green Acres Program.
- f) Identification of Historic and/or Archeological Resources - The SC shall document the potential presence or absence of historic or archeological resources on or adjacent to the site that may be eligible for inclusion on the New Jersey Register of Historic Places. The SC shall prepare a report that documents the methods used in the investigation and provides photo documentation on any structures over 50 years old. If historic sites, historic districts, or archeological resources are identified on or adjacent to the site of the proposed school, the SC shall provide additional documentation including historic background information and maps, and determine whether the need exists for additional evaluation.
- g) Identification of Threatened or Endangered Plant or Animal Species - The SC shall consult readily available databases to determine the presence or absence of State or Federal threatened or endangered plant

or animal species on or immediately adjacent to the proposed site.

- h) Assessment of the Potential of Soil and/or Groundwater Quality Concerns - The SC shall incorporate the substantive findings of the Preliminary Assessment Report (PA) into the ESR. If site investigation and/or remedial investigations were completed for the property, the SC shall incorporate the substantive findings into the ESR. The SC shall determine if any site remediation encumbrances exist on the proposed site or School Construction Site, including but not limited to engineering controls, institutional controls, deed restrictions, classification exception areas, or well restriction areas.
- i) Investigation of Prior or Current Environmental Enforcement Actions, Site Remediation Activities and Regional Context - The SC shall complete a search of municipal, county, state, and federal records to determine whether the proposed site, or immediately adjacent sites, are (or were previously) the subject of environmental enforcement actions or remedial actions. It is expected that most of this information may be readily available from a commercial environmental database product and may be extracted from the PA Report if previously completed.
- j) Review of the NJDEP Known Contaminated Sites List; facilities that report under the Toxic Release Inventory; major facilities permitted for Hazardous Air Pollutants; facilities regulated under the Discharge Prevention Control and Countermeasure Program; hazardous waste treatment, storage and/or disposal facilities; and pipelines transmitting petroleum products and hazardous substances. In addition to any map supplied in a commercial environmental database product, the SC shall consult NJDEP's GeoWeb geographical information system to affirm the accuracy of the database product. If "orphan properties" are listed in the database product, but were not identified on a map due to incomplete or inaccurate address information, the SC shall document that visual inspection of the vicinity was conducted in an attempt to reconcile the incomplete information.
- k) Identification of Adjacent Land Uses - In addition to the above, the SC shall identify whether the following property uses exist within 500-feet of the proposed site boundary – highway ramps, railroads, airports, high voltage power lines, high pressure utility lines, dumps, agricultural uses (pesticides), cemeteries, junkyards, landfills, chemical plants, refineries, large above ground fuel storage tanks, gasoline service

stations, automobile repair shops, dry cleaners, and nail salons.

- l) Applicability of Madden Legislation – In consultation with the Authority, the SC shall request from the local construction official a letter confirming that their records do not identify a prior use of the site or School Construction Site that involved any of the following uses as defined in the Madden Legislation: Factory/industrial Facility (Group F); High Hazard Use (Group H); Storage (Group S); Nail Salon or Dry Cleaner (Group B); Gasoline station (Group M) or Agriculture.
- m) Applicability of Terrell James’ Law – SC shall identify the location of any existing entry or exit ramp of a highway (designated part of the Interstate System as provided in Title 23 of the United States Code, or is a limited access highway as defined in section 1 of P.L.1945, c.83 (C.27:7A-1)) within 1,000-feet of the proposed site or School Construction Site.

1.6 Wetlands Investigation and Flood Hazard Area Assessment

The SC shall build upon the Environmental Screening Report above and as appropriate perform a wetlands investigation and Flood Hazard Area (FHA) assessment in accordance with all applicable regulatory and code requirements, including, but not limited to, current NJDEP freshwater wetlands regulations and NJ Flood Hazard Area Control Act rules.

- 1.6.1** The wetlands investigation shall include, but shall not necessarily be limited to an on-site inspection by a qualified trained professional wetlands specialist who shall perform soil probes and plant and habitat observations as may be necessary to determine whether or not wetlands are present.
- 1.6.2** The SC shall prepare a Wetlands Evaluation Report detailing the results of the wetlands investigation and shall make a recommendation for any further action warranted by such results. If the wetlands evaluation report indicates the presence of wetlands on the Site, the SC shall include with the report a cost estimate to: (i) physically delineate the limits of all such wetland areas on the Site, by staking and/or flagging their limits, and (ii) precisely locating soil probes and wetland delineation points on the topographic base map.
- 1.6.3** If required, the SC shall provide a list of potential NJDEP Individual and/or Statewide General Permits (“SGP”) necessary to conduct construction activities within the delineated wetland, an application to the NJDEP for a Letter of Interpretation (“LOI”) and for approval of the wetland delineation, and the preparation of a freshwater wetlands application for submission to the NJDEP.

- 1.6.4** In the event that the subject Site is not encumbered by wetlands including streams and ditches, the SC shall, at a minimum, provide a statement that in his/her professional opinion the subject Site does not contain regulated wetlands and/or a flood hazard area.
- 1.6.5** In the event that a review of local, state, or federal flood mapping indicate that a flood hazard area exists on or adjacent to the site, the SC shall prepare and submit all necessary applications and notifications to obtain a Flood Hazard Area Verification from NJDEP or other governing bodies having jurisdiction on behalf of the Authority; and prepare the necessary signed, sealed, and notarized survey documents to enable the legal recording of any verification with the County. If the exact limits of the FHA and riparian zone are not known, or a design flood elevation cannot be established using available information, the SC shall, in consultation with the Authority, coordinate a meeting with the NJDEP and/or submit an applicability determination to the NJDEP, inclusive of applicable fees, such that a correct FHA verification and design flood elevations can be established.
- 1.6.6** The SC shall determine whether the site is impacted by tidal and/or fluvial flood hazard areas. In doing so, the SC shall determine whether the project includes a regulated activity, and shall identify the potential NJDEP Individual Permit, General Permit, or Permit by Rules applicable to the regulated activity. The SC shall provide a schedule of the regulatory review durations associated with all FHA applications and permits.
- 1.6.7** The SC shall meet with the local Flood Plain Manager or Administrator to review and discuss the project and obtain a letter from the local Flood Plain Manager or Administrator confirming locally adopted rules or regulations relative to FHA and design flood elevation requirements.
- 1.6.8** The SC shall identify and use the correct method to calculate flood hazard areas to meet NJDEP standards. If necessary, this shall include pre-application meetings with NJDEP to ensure methods to calculate and approximate the FHA are appropriate. All FHA determinations shall include required supporting documentation
- 1.6.9** The SC shall determine whether proposed earthwork within the FHA or riparian zone will require flood storage compensation and/or mitigation, and identify options to satisfy such compensation and mitigation, inclusive of cost estimates.
- 1.6.10** The SC shall identify whether ecological restrictions exist with any proposed regulated activity, inclusive of threatened and endangered species.

1.6.11 The SC shall identify whether there is no feasible and prudent alternative to the proposed project or regulated activity, including not pursuing the project or regulated activity, which would avoid or substantially reduce the anticipated adverse effects of the project or regulated activity, and that granting a hardship exception would not compromise the reasonable requirements of public health, safety, and welfare, or the environment. In consultation with the Authority, and upon completion of an appropriate alternative analysis, the SC shall prepare the necessary documentation, inclusive of fees and consent required to seek a hardship exception for the proposed project or regulated activity.

1.7 Existing Building Hazardous Materials and Universal Waste Surveys

In conformance with all applicable regulations, and the Authority's current guidance for performing asbestos investigations, documentation, and abatement work in preparation for demolition activities (Attachment B), the SC shall provide for the sampling and analysis to identify Asbestos Containing Materials (ACM), Lead-Based Paint (LBP), Mold and Mildew, Polychlorinated Biphenyls (PCBs) and Universal Wastes, Lead in Drinking Water (site-specific) and Radon in areas that will be disturbed, or have the potential to be disturbed, either during invasive and destructive investigations or performance of work anticipated to be part of a related project scope of work, with the objective to identify:

The existing building surveys shall address the following:

- Suspect ACM (friable and non-friable and non-friable organically-bound) within each individual building and affected site area, such as interior and exterior pipe/duct insulations, equipment and boiler insulations, fire brick, HVAC units, plaster materials, floor and ceiling tiles, mastics/glues, roofing materials, glazing caulks, wire wrap, fireproofing;
- Suspect LBP, such as floor/wall/ceiling/equipment housing paint materials;
- Suspect areas of moisture intrusion (within portions of buildings to remain) potentially supporting excessive growth of mold and mildew, inclusive of an opinion on the primary and secondary root causes for the moisture; and
- Suspect Universal Waste, such as PCB equipment and transformers, caulking, light ballasts, fluorescent light tubes, hazardous materials that may need to be lab packed, radioactive sources (such as emergency signs and fire detectors), emergency lights and batteries, and electrical switches containing mercury.
- Visual evidence of suspected animal wastes, debris, guano, habitat.

- Older formulations of polyurethane flooring systems that may contain mercury.
- 1.7.1** The SC shall request and review documented historical information (i.e. warranties, as-built drawings, contract documents, maintenance records, and the District's Asbestos Management Plan and AHERA report, 3-year re-inspection reports; and all relevant reports previously conducted by the Authority and others, etc.). The AHERA Management Plan review shall determine whether building materials were actually sampled and found to contain asbestos and which materials were assumed to contain asbestos, the analytical methods used and the appropriateness of those methods compared to current standards (see detail on TEM requirement below).
 - 1.7.2** If requested, the SC shall prepare a sampling plan based on suspect materials present.
 - 1.7.3** The SC shall ensure that all invasive or destructive testing investigations are coordinated with the District in advance of scheduling the work. The SC shall confirm with the Authority or Authority's representative the exact area under investigation, exact nature of demolition/renovation, and identify materials that will be disturbed or accessed.
 - 1.7.4** The SC shall determine and investigate each building's structural, mechanical, flooring, and roofing systems that are to be disturbed.
 - 1.7.5** The SC shall complete invasive or destructive investigations to enable the inspection of hidden and concealed spaces. The SC shall include invasive and destructive sampling methodologies including coring, drilling, and other sampling methodologies (performed by qualified asbestos sampling technicians). If the sampling is being done in occupied spaces, all sample locations shall be repaired.
 - 1.7.6** The SC shall use equipment that will allow visual examination and photo documentation of all accessible spaces. If hidden or inaccessible areas are to be disturbed, or a likely to be disturbed, the SC shall provide a detailed description of the procedures to be employed to find hidden or concealed ACM. (For example, if asbestos pipe insulation is suspected in a wall cavity, the SC shall describe by location, where the wall was opened for examination.) The report shall identify where attempts were made to access concealed areas but could not be accessed, and include a qualifying statement that due to the age of the structure and knowledge of site development these concealed areas may contain undiscovered ACM.
 - 1.7.7** The SC shall ensure that polarized light microscopy (PLM) and "stop-positive" methods are employed to assess all potential ACM. For all investigation and abatement activities, transmission electron microscopy (TEM) analytical

techniques shall be employed for all materials found to contain less than 1% asbestos fiber using PLM, not just for non-friable organically bound (NOB) materials. The SC shall provide for TEM analysis on all suspected ACM materials that have tested less than 1% asbestos or negative by PLM previously. The Authority emphasizes that NJ Dept. of Labor field inspectors regularly verify ACM/Non-ACM claims using TEM, regardless of material type. Therefore the Authority requires this level of analysis to allow direct comparison of results. The SC shall document in tabular format where the ACM exists, provide a description of the material, the condition of the ACM (e.g., the type, level and amount of damage), the method of analysis, and the estimated quantities.

1.7.8 The SC shall prepare a narrative report that summarizes the ACM survey in a manner to promote ease of comprehension in conformance with the Authority’s current guidance document. At a minimum, the ACM section of the hazardous materials report shall include the following sections:

- Background Information and Scope of Work
- Building Description
- Identification of Qualified Inspector/Firm Affiliation/Laboratory Information
- Survey Methodology and Material Location Plans
- Asbestos Identification Process and Conclusions

1.7.9 The following list is an example of ACM that may be encountered and must be assessed. This list does not include every product that may contain asbestos. It is intended as a general guide to show which types of materials may contain asbestos.

Window Glazing Paper Fire Box in Walls Stucco Fire Doors Cement Pipes HVAC Duct Insulation	Vinyl Floor Tile/Mastic Acoustical Ceiling Texture (“Popcorn”) Poured Flooring, Electrical Panel Partitions	Built-up Roofing Blown-in Insulation Base Flashing Fireproofing Rolled Roofing Sink Insulation Caulking/Putties/ Certain	Brick Mortar Fire Blankets Vinyl Wall Coverings Fire Curtains/Hose Vapor Barrier Cement Roofing Shingles
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Cement Board/Transite	Pipe Insulation/Fittings	Formulations of Paint	Elevator Brake Shoes
Boiler/Tank Insulation	Electrical Cloth	Packing Materials	Gray Roofing Paint
Duct Tape/Paper	Plaster/Wall Joints	Incandescent Light Fixture Backing	Asphalt Flooring
Breaching Insulation	Electrical Wiring Insulation	High Temperature Gaskets	Nicolet (White) Roofing paper
Furnace Insulation	Textured Paints/Coatings	Joint Compound/Wall-board	Paper on backside of Fiberglass Insulation
Ductwork Flexible Connections	Chalkboards	Lab Hoods/Table Tops	Sub-flooring Slip Sheet
Vinyl Sheet Flooring/Mastic Construction	Ceiling Tiles/Panels/Mastic		Laboratory Fume Hoods
Mastics	Roofing Shingles		Mudded Pipe Elbow Insulation
	Spray-applied Insulation		

1.7.10 The SC shall conduct a visual inspection of the existing buildings/structures to be included in any renovation or addition work, to determine if they are being impacted by water infiltration. All mold inspections, testing and abatement activities shall be in conformance with all applicable State and federal laws, rules and regulations, including any DCA, DOH, and DOL certification requirements that may govern the performance of mold inspection and mold hazard abatement work.

1.7.11 If directed by the Authority, the SC shall conduct a detailed moisture survey using methods necessary to assess the sources of water damage and building exposure in areas where mold is identified. This survey shall include visual inspection for signs of water staining, moisture intrusion, and mold; baseline moisture measurements; screening using thermal imaging; investigations to identify sources of moisture; and inspection of HVAC equipment for proper operation and mold growth.

1.7.12 If directed by the Authority, The SC shall engage a Board Certified Industrial Hygienist (CIH), licensed mold inspector, Safety Professional (CSP), or an Industrial Hygienist (IH) with the appropriate qualifications and training to complete moisture surveys, inspect for mold (and conditions conducive for mold growth), evaluate the results, develop recommendations for abatement, and provide for the oversight of abatement by an experienced mold abatement contractor. If a certification program exists for the inspection and abatement of mold, the SC and the mold abatement contractor shall possess such certifications.

1.7.13 If directed by the Authority, the SC shall develop recommendations for abatement, and prepare a mold abatement plan in consultation with the Authority. This may

include the development of technical specifications and bidding documents for the abatement by a licensed mold abatement contractor and repair of building elements to eliminate sources of moisture conducive for mold growth.

- 1.7.14** If directed by the Authority, the SC shall prepare a Draft and Final mold investigation report in accordance with the schedule agreed upon in the task order. The Draft report shall include an executive summary, a written description of the investigation activities completed, a tabulation of sample results, figures depicting sample locations and areas impacted by moisture infiltration and mold growth, and shall include recommendations for abatement.
- 1.7.15** If directed by the Authority, the SC assist in the contracting of a licensed mold abatement contractor, provide oversight and documentation of the work, and if required by law, collect post abatement air and surface samples to document the effectiveness of the abatement.
- 1.7.16** If signs of water infiltration, water damage, or active microbial growth are observed, and/or relative humidity levels are not within established American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) guidelines of 30-60% (ASHRAE 55), these areas shall be identified for abatement and the source of the moisture identified. In addition, all HVAC units that service areas of water infiltration or mold growth should be visually inspected and identified for subsequent cleaning.
- 1.7.17** The SC shall investigate existing buildings/structures, to be included in the renovation or addition or demolition work, to determine the presence of PCB-containing equipment/fixtures and Universal Wastes, to include, but not limited to, batteries, fluorescent lights, and radioactive smoke detectors and emergency exit signs.
- 1.7.18** The SC shall prepare a PCB and Universal Waste Inventory identifying all of the aforementioned items suspected of containing PCB and/or Universal Wastes. The Inventory report shall clearly define the federal and state regulatory requirements applicable to PCB and/or Universal Waste items for handling, storage, and marking.
- 1.7.19** The SC shall submit a Hazardous Material and Universal Waste Survey Report that presents a detailed inventory of the materials and conditions encountered, with appropriate exhibits. The report shall be organized by building (if multiple buildings), building area, or as otherwise requested by the Authority.

The Report shall summarize all work accomplished, and shall include all laboratory

data, sketch plans identifying the location of all samples obtained, summary tables identifying all analytical results, including, but not limited to, detection and friability levels of all ACM/non-ACM, concentrations of Total Lead, and TCLP analyses for disposal, and a comparison of all such levels/concentrations to residential action levels as determined by NJDEP and the United States Environmental Protection Agency (the “USEPA”).

The Report shall include an itemized inventory of all suspected ACM and LBP materials found to exist in each individual building in an itemized format with a corresponding cost estimate to successfully abate such conditions in accordance with all applicable regulatory agency and code requirements. Documentation, such as field data sheets and photographs shall appear in appendices to the report.

1.7.20 Radon Testing and Report for Existing School or Adaptive Re-use Facilities.

In consultation with the Authority, and in coordination with any testing required to satisfy an indoor environmental health assessment, the SC shall conduct testing for the presence of radon according to the frequency recommended by agencies having jurisdiction. Where levels are identified equal to or greater than 4.0 pCi/L, the SC or a radon mitigation business certified by NJDEP, in consultation with the Authority, shall define the performance and information specifications to enable a design-builder or contractor to submit a responsive bid for any radon mitigation systems.

1.8 Preliminary Geotechnical Investigations and Reporting

Following are the procedures NJSDA follows in planning and carrying out geotechnical investigation work in support of school design and construction - with a primary objective to minimize project risk and uncertainty related to site conditions that could impact subsequent phases of work. These procedures will be adhered to by NJSDA’s Task Order Site Consultants, Bridging Design Engineers (for outside support of Design Build Projects) and Engineers of Record for Design Bid-Build Projects.

For projects delivered through NJSDA’s design-build delivery method, data generated during geotechnical investigations are incorporated into public bid documents, and these data are relied upon by a potential bidder to formulate their scope, schedule and cost estimates with respect to their proposed foundation systems and other earth support systems necessary to support the project.

The SC shall prepare a geotechnical factual data report summarizing the work completed and the test results, without a foundation system recommendation, to be provided with bidding bridging documents included in the Design-Build Information Package (DBIP). The SC shall provide a

separate augmented geotechnical report, inclusive of a foundation system recommendation (provided as a distinct additional section of the factual report) for internal NJSDA information and site concept development discussion purposes.

For projects delivered through a general construction contract, this information will be used by the NJSDA engaged design consultant through Concept level plan development, with additional investigations as needed by the design consultant to achieve Code compliance in support of final Construction documents.

Geotechnical investigations undertaken by the SC are considered “preliminary” and are not intended to satisfy code requirements. It is the responsibility of the design consultant, and/or design-build contractor to satisfy code requirements with respect to the frequency and distribution of soil borings to support the Project design.

NJSDA preliminary geotechnical investigations are intended to:

1. Inform the design of the Project;
2. Reduce uncertainty in the description of the site that is included in public bid and contract documents and plans; and,
3. Reduce risk associated with unforeseen or changed conditions that could lead to potential redesign, delays, claims, and change orders after a construction contract is awarded.

1.8.1 Initial Planning Activities

The geotechnical investigations shall proceed in an incremental and progressive fashion, based on a site’s unique characteristics and development requirements. These activities shall include initial planning and scope development; implementation of a field investigation; laboratory testing; data evaluation; review; and, reporting. A supplemental investigation phase, to further assess subsurface conditions identified during the initial field investigation may also be required, the scope of which shall be defined in consultation with the NJSDA project team, including the assigned NJSDA Environmental Program Officer, and would be the subject of a supplemental task order assignment.

The initial planning activities shall include the following tasks:

1. Completion of a desktop review of geologic literature and existing subsurface information by a qualified professional experienced with conducting geotechnical investigations. Examples of information will include, any available, historical and current topographical maps, Sanborn Fire Insurance maps, environmental due diligence investigations, prior geotechnical investigations of the site, geological maps and descriptions, soil surveys,

aerial photographs, previous investigations from the area, and local climatic conditions, among others. The desktop review shall include a site visit and field reconnaissance by an experienced geotechnical engineer. The desktop review shall include the list of all information reviewed, and shall identify any limitations arising during the desktop review.

2. A meeting or conference call with the Site Consultant and NJSDA project team members, and assigned NJSDA Environmental Program Officer to discuss the results of desk top review and site reconnaissance, and to confirm the scope of the geophysical investigations.
3. A surface geophysical survey to screen for possible subsurface structures. This may include, but not be limited to, ground penetrating radar and/or electromagnetic and resistivity surveying. Geophysical surveying data obtained during any previously completed environmental site investigation activities shall be reviewed to determine whether any of the data could be used to satisfy this task. The SC shall ensure the planning activities for any geophysical survey are consistent with the requirements outlined in Section 1.11.2 Surface Geophysical Survey.
4. Planning and preparation of a draft scope for the initial geotechnical investigation - based on the desktop review, field reconnaissance, and geophysical survey, and in consultation with the NJSDA project team. The SC shall provide a final scope that incorporates any modifications based on those consultations. The final scope of work shall define project scope (to the extent it is known); the purpose of the project; the schedule for design and construction; figures showing proposed borings superimposed on the utility and topographic survey; and, if known, the number, type, and location of proposed structures. In the instance where existing structures or site conditions limit access to complete the characterization of the size, consideration will be made to phasing the work, to allow for a supplemental investigation to complete characterization of the site post-demolition, as part of an early site preparation phase.
5. Implementation and oversight of a field investigation program that includes soil borings and excavation pits/trenches at the following minimum frequency, unless the scope is expanded in consultation with the NJSDA Project Team including the assigned NJSDA Environmental Program Officer:

Size of Site	No. of Soil Borings ¹	No. of Excavation Pits/Trenches
< 2 Acres	6	4
2 to 4 Acres	8	6
4 to 8 Acres	12	8
>8 Acres	24	12

The SC shall complete the preliminary geotechnical investigation to:

- Explore, in a comprehensive manner, the subsurface soil and groundwater conditions to address the suitability of subsurface conditions to support the project.
- Provide sufficient information with respect to physical soil and groundwater conditions, and their engineering properties.
- Determine the presence of unsuitable geotechnical/structural soils that may require replacement or augmentation.
- Evaluate the potential for fluctuating groundwater conditions, including the presence of artesian or external influences on groundwater levels that may inform a prospective bidder on potential dewatering requirements.
- Evaluate the data and general site foundation requirements and provide recommendations and suggestions for the most cost effective type(s) of foundation system(s) for construction of the school.
- Present recommendations relative to the support and sub-drainage

¹ The requirements for density, depth, and type of investigation points were selected from ranges suggested by the following sources: International Code Council International Building Code New Jersey Edition (2015); New Jersey Turnpike Authority Procedures Manual, Section 5 Geotechnical Engineering (2011); United States Army Corps of Engineers EM 1110-1-1804 Geotechnical Investigations (2001); European Committee for Standardization EN 1997-2 Eurocode 7 - Geotechnical Design, Part 2: Ground Investigation and Testing (2007); and, Experience.

requirements of the lowest level floor slabs.

- Identify a seismic site class in accordance with IBC 2009, New Jersey Edition.
- Discuss general earthwork operations or considerations consistent with the recommended site and foundation solutions.

1.8.2 Implementation of Preliminary Geotechnical Investigation

The preliminary geotechnical investigation program shall consist of multiple supervised test borings and excavation trenches spaced using a grid pattern as a baseline starting point. This spacing will depend on site conditions, and deviation from a grid pattern may be necessary if access limitations exist.

- Drilling and representative sampling shall be accomplished in accordance with ASTM D-1586, and all field work shall be performed under the oversight of a licensed professional engineer experienced in conducting geotechnical investigations. Borings shall be advanced to a depth of 60-feet below surface elevation, or 20 feet into a continuous thickness of a competent bearing soil layer, or to refusal, if competent bedrock is encountered at a lesser depth. Soil samples suitable for identification purposes shall be extracted at 5-foot intervals, and from each stratum. Boring termination must be described for each boring and on each log as on, or in, a given stratum at the boring depth or bottom elevation. If competent bedrock is encountered, then three of the borings shall be advanced 5 feet into the rock and cores extracted for inspection.
- Test pits and/or excavation trenches shall be advanced to a depth of 10-feet or 2-feet below any potential structure identified by the desktop review, whichever is deeper.
- The investigation shall include a determination of the seasonal high water table.
- The investigation shall include laboratory analysis of geotechnical engineering properties of the encountered materials, including soil and rock types, densities, bearing capacities, and particle size.
- If the site is determined to be feasible for storm water recharge (e.g. sandy soils, no historic fill), three percolation tests shall be performed during seasonal high water table conditions in the anticipated location of the storm water recharge, in accordance with NJDEP Best Management Practices, including during seasonal high water table conditions. If the site concept is not yet advanced sufficiently, percolation tests may require completion at a later date.

- The SC shall perform all sampling and testing necessary in order to complete the geotechnical investigation, and shall, at a minimum, identify soil and rock types, densities, bearing capacities and groundwater elevation. All borings shall be backfilled and/or grouted to existing grade.
- The SC may be requested to collect environmental soil and groundwater samples at select geotechnical boring locations to inform a potential bidder on potential discharge and disposal requirements associated with construction dewatering. Groundwater sampling may be accomplished through the installation of temporary well points within the borings. The purpose of the groundwater investigation is to determine groundwater flow direction, presence of anomalous groundwater conditions, and a general sense of groundwater quality.

1.8.3 Preliminary Geotechnical Investigation Reporting

The SC shall provide a draft geotechnical report that summarizes the geotechnical investigation work completed to date, describes in a general sense the earthwork necessary to support the project, and provides recommendations and suggestions for the most cost effective foundation systems and earth support systems for the school project. The recommendations section of the draft report shall be written such that it can be easily extracted from the report for inclusion in bidding documents

This Report shall include an estimate of the volume and cost to remove unsuitable soils, fill, miscellaneous debris, rock, and former building foundations.

The Reports shall contain logs for all test pits and borings, drawings/profiles and testing results.

If the Reports includes limitations on the usability of data due to restricted access of existing structures and utilities not yet demolished, refusal of borings, or limitations to the scope, the SC shall clearly explain why the data are qualified.

The SC shall ensure that any cross section, soil boring log, test pit log, or photographs included in the Reports do not conflict with any narrative discussion.

The Reports shall include a geotechnical base map. All boring and test pit locations shall be accurately surveyed and located on the geotechnical base map.

All pages of the draft geotechnical report shall be dated and clearly marked “DRAFT.”

The NJSDA Project Team shall review the draft report and provide comment to the site consultant.

The SC shall incorporate NJSDA comments and provide the NJSDA with an electronic copy of the revised document in redline and strikeout format for confirmatory review. The geotechnical report shall remain draft until instructed otherwise.

If the results of the initial phase investigation indicate the need for a supplemental investigation to resolve geotechnical uncertainties, the SC shall include these recommendations in the draft report.

If there is no supplemental investigation required, the site consultant shall prepare a Final Geotechnical Report certified by a Professional Engineer licensed in the State of New Jersey for inclusion in the Design-Build Information Package. The site consultant shall prepare a report that contains both the geotechnical data and foundation requirements, and a stand-alone factual report of geotechnical data (without foundation recommendations or alternatives.) The site consultant shall identify all references and resources, and prepare a tabulated matrix of site work and foundation options specific to the project.

If a supplemental investigation is necessary, the site consultant shall meet with the NJSDA Project Team to discuss the supplemental scope of work and appropriate methodologies to resolve the geotechnical uncertainties.

The site consultant shall incorporate the results of the supplemental investigation into a revised draft geotechnical report and provide to the NJSDA for review and comment.

All pages of the revised draft geotechnical report shall be dated and clearly marked "DRAFT."

The NJSDA Project Team will review the revised draft geotechnical report and provide comment to the site consultant

The SC shall incorporate NJSDA comments and provide the NJSDA with an electronic copy of the revised draft report in redline and strikeout format for confirmatory review.

Once the revised draft report is considered complete, the SC shall issue a Final Report certified by Professional Engineer licensed in the State of New Jersey for inclusion in the Design-Build Information Package. The SC shall prepare a Final Report that contains both the geotechnical data and foundation requirements, and a stand-alone factual Final Report of geotechnical data (without foundation recommendations or alternatives.) The SC shall identify all references and resources, and update their tabulated matrix of site work and foundation options specific to the project.

1.9 Historical and Cultural Resource Evaluations and Reporting

Where the Site contains structures older than 50 years, or is in or near a State Registered historic district, the SC, in consultation with the Authority, shall undertake an evaluation to determine the historic significance of buildings and resources, and any archaeological resources on the Site or nearby.

The services addressed in this section, if required, and necessary be construction proceeds, shall be provided by a historic preservation specialist with experience in New Jersey, pre-qualified by the Authority, and having met the minimum professional qualification standards promulgated by the National Park Service, 36 C.F.R. § 61. Sites or historic districts listed on the New Jersey Register of Historic places will be reviewed under both the E.O. 215 review process and the New Jersey Register of Historic Places regulations.

1.9.1 The SC shall submit to the Authority a Historic and Cultural Resources Report. The Historic and Cultural Resources Report shall set forth the results of a file search and on-site investigation identifying the likelihood of archaeological or historic resources on and near the Site, and a review of any previously completed and/or ongoing historic investigations or reports conducted by the State of New Jersey, or other agencies. The Report shall set forth the location and boundaries and origin of historic structures, districts or archeological resources on the Site and relevant surrounding area. The report shall contain photo-documentation of all buildings affected by the proposed school project and in the vicinity of the proposed school site. Photographs shall include at a minimum of two (2) facades, and two (2) exterior building corners. The historic and cultural resources report shall be summarized in the EO 215 report and included as an appendix.

1.9.2 If the Historic and Cultural Resources Report indicates that significant historic and/or archaeological resources exist on or adjacent to the Site, the SC shall identify the need to complete additional investigations/documentation that may be required by the New Jersey State Historic Preservation Office. In consultation with the Authority, the SC shall perform such investigations/documentation of the Site to determine the impacts of the proposed school facilities and ways to avoid, minimize or mitigate adverse impacts. The SC shall submit a report containing his/her findings and a series of recommendations for preservation through avoidance, adaptive reuse, or minimization of impacts. Failing those possibilities, the SC shall make recommendations on mitigation, including, but not limited to, archival recording, alternative design considerations to minimize impacts, preservation of component artifacts, or archeological recovery. In the event that properties listed on the New Jersey Register of Historic Places will be impacted by the proposed school project, the SC shall, in consultation with the Authority, prepare an application for submission to the NJDEP pursuant to the regulations of the State

Register Act.

1.10 Preliminary Assessment and Reporting

In November 2005 the EPA updated its requirements for completing Phase 1 ESAs to qualify for landowner liability protections under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). New Jersey has integrated the substantive requirements of EPA's Phase 1 ESA program into its Technical Requirements for Site Remediation, which include the requirement to complete a Preliminary Assessment (PA). A PA is required for every school facilities capital project, regardless of whether land acquisition is necessary to support the project. If a PA was previously completed, the SC, in consultation with the Authority, shall determine whether the report can be relied upon, or whether a new report or update is necessary.

The SC shall conduct all appropriate inquiry and prepare an environmental report in compliance with N.J.A.C. 7:26E-3.1 and ASTM E-1527-13. The hybrid document required by the Authority is a technical report produced in compliance with ASTM E-1527-13 (Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process) and N.J.A.C. 7:26E-3.1. The objective of the Preliminary Assessment ("PA") is to identify potential areas of concern ("AOC") and/or recognized environmental conditions at the site, as well as to establish an appropriate Site Investigation ("SI") scope of work to document soil and groundwater quality. Compliance with the ASTM standard is being required to identify potential off-site and other environmental issues that could impact the project.

The SC shall prepare a PA report, in accordance with the schedule, and in accordance with both substantive and formatting requirements of N.J.A.C. 7:26E. The NJSDA requires the PA to be completed under the oversight of a Licensed Site Remediation Professional (LSRP).

At a minimum the PA report must affirm the following:

- An evaluation of the potential presence for urban historic fill to exist was completed, such that an appropriate soil management plan can be developed to support the proposed site work
- A certification that the inquiry into the property and the resulting report was prepared by a "Qualified Environmental Professional" as defined by the USEPA, and meeting the qualifications set forth in the ASTM Standard for conducting Phase I Environmental Site Assessments;

- A visual inspection of the property and adjacent properties was completed by a Qualified Environmental Professional;
- A certification that the PA was completed under the oversight of an LSRP;
- Identification of the presence of existing groundwater monitoring wells within 200-feet of the property using visual means and/or electronic records available from the NJDEP Bureau of Water Allocation;
- A summary of interviews with personnel having knowledge of the site development history was completed;
- An evaluation and interpretation of historical Sanborn Fire Insurance Maps, historical aerial photographs, USGS topographic maps and geologic maps, and any other maps, surveys, or written materials provided by the District was completed;
- A review of publicly-available environmental databases for indications of potential environmental concerns on, or within a mile of the property was completed;
- A review of available government records; and the records of public utilities, local building/engineering departments, and fire department to assist in defining the site development history was completed;
- An evaluation of commonly known or reasonably attainable information was completed, including the degree of obviousness of the presence of contamination and the ability to detect the presence of such contamination; and,
- If no areas of concern are identified by the SC, a review and certification by an LSRP that additional investigation or remediation activities are not warranted, and that a response action outcome (RAO) is appropriate, and shall issue an unrestricted use RAO.

1.11 Site Investigation Activities and Reporting

Depending on the property under review, the scope can range from limited site environmental investigations to more complex remedial investigations and supporting studies to determine appropriate remedial actions and their cost to implement. If requested, the SC shall in consultation with the Authority develop a Site Investigation Work Plan to comply with the requirements of N.J.A.C. 7:26E-3.1 and to enable the development of preliminary remedial action cost estimates. The following elements may be required in the site investigation:

1.11.1 Soil and Groundwater Sampling and Analyses and Reporting

The SC may be contracted by the Authority to assess soil and groundwater quality, and based on the information available, assist in the development of preliminary remedial action objectives and remediation cost estimates to achieve the objectives. The Authority recognizes that access to the subsurface may be limited in certain instances due to the presence of buildings and other structures.

While there is no current regulatory requirement to perform a soil quality investigation if an AOC is not identified during environmental due diligence, or a groundwater quality investigation if soil was not found to contain compounds in excess of NJDEP's Impact to Groundwater Soil Remediation Standards, the Authority often requires that an assessment of soil and groundwater quality be completed to inform future construction activities. Groundwater samples may be collected via direct push technologies or by installing temporary well points to determine impacts to groundwater. Sufficient groundwater samples shall be collected to preliminarily evaluate and affirm groundwater quality and basic hydrogeologic conditions at the site, such as regional groundwater elevations and gradients.

The SC shall be responsible for obtaining approval from USEPA for any PCB remediation activity, include the self-implementing cleanup and disposal requirements under 40 CFR 761.61, and guidance for Coordination with NJDEP and USEPA PCB Remediation Policies.

The SC shall be responsible for mobilizing all equipment necessary to conduct the investigation and collect the necessary samples, as well as providing qualified personnel necessary to operate the equipment and record the investigation. The SC shall be responsible for the quality and accuracy of the information collected and shall provide for the safe and accessible storage of this information. All site investigation costs shall be maintained by Tax Block and Lot for possible future cost recovery purposes.

The SC shall prepare a Site Investigation ("SI") Report, as prescribed in N.J.A.C. 7:26E-3.13, and in accordance with the schedule agreed upon in the task order.

1.11.2 Surface Geophysical Survey

The SC may be contracted to perform surface geophysical surveys to support early site development, remediation, and demolition design activities; assist in locating unknown underground tanks or underground utilities; assist in identification of pre-

existing foundations and obstructions; and/or assist in locating subsurface structures remaining after site demolition and site remediation actions are complete.

A planning activity shall occur prior to the authorization of any surface geophysical survey. The design and application of all surface geophysical surveys are highly dependent on the specific project objectives and goals, and a strong understanding of the site history and existing site conditions is important before any surface geophysical survey is authorized.

While surface geophysical surveys are recognized as an efficient and cost-effective means of collecting geologic and subsurface data to support site characterization programs, a “generic” approach is unacceptable. Prior to completion of any surface geophysical survey, the SC shall provide a technical proposal that includes the following: (1) affirmation that the SC has communicated to its sub-consultant (if the surface geophysical work is subcontracted) available information with respect to the site development and demolition history; (2) a work plan for approval that includes a brief site description, the goals and objectives of the survey, the proposed equipment and methodologies to meet the objectives, and a summary of the site-specific limitations, factors, and external interferences that may affect the ability of the survey to measure certain physical parameters; (3) a quality control plan; (4) a proposed test pit and trench excavation program (including proposed excavation equipment and depth of excavation) as a contingency to confirm or refute the results of the surveys, and to identify buried materials; and (5) a brief written report that includes the supporting geophysical survey plans and data profiles, conclusions, and an assessment of the data measurement error, noise, interference, interpreter prejudices, and other factors that may affect the ambiguity, uncertainty, or reliability of the survey. The results of the surface geophysical surveys shall be shown on scaled site plans and figures to inform future site investigation and construction decisions.

Depending on the site specific conditions the surface geophysical survey shall incorporate two or more techniques, including but not limited to electromagnetic (EM), ground penetrating radar (GPR), radiodetection line tracing, with options to include a metal detector and fluxgate magnetometer.

1.12 Executive Order 215

The SC shall prepare a report in accordance with Executive Order No. 215 (1989) (“E.O. 215”) for submission of the project to the NJDEP. The E.O. 215 report shall build upon the information contained in the Environmental Screening Report (ESR) in 1.5 (above). Some of the information gathered in other tasks shall be incorporated in summary form

into the E.O. 215 document, or as appropriate, shall be attached as appendices. The tasks to be incorporated may include, but not limited to:

- Environmental Screening Report (ESR)
- Preliminary Assessment
- Site Investigations
- Wetland Investigation and Determination
- Asbestos Containing Materials (ACM), Lead-Based Paint, Lead in Drinking Water, Radon, Mold and PCB Investigation
- Traffic Feasibility Analysis
- Historic and Cultural Resources

The Executive Order 215 report may be deferred to post-acquisition depending on the design development phase of the project. The schedule for preparation and the submission of the E.O. 215 report shall be coordinated with the Authority.

The Authority also recognizes that certain components of the E.O. 215 submission depend on the production of design elements, which may not be part of this Scope of Services, and which, therefore, shall be provided pursuant to future architectural design services for the proposed School Facilities Project. The SC shall be required to coordinate appropriately with any later-procured architectural firm in order to meet such E.O. 215 requirements, as necessary.

The environmental report (EA or EIS) shall be prepared using a systematic interdisciplinary approach that employs the use of the natural and social sciences and the environmental design arts, including the input of the NJSDA design studio, if applicable. In most instances (always when land acquisition is involved,) an ESR will precede the EA/EIS environmental report. The EA/EIS should build upon the information generated for the ESR.

Unless otherwise directed by the Authority, the SC shall prepare an EA or an EIS prior to demolition of an existing school building. The SC may be required to produce an update to the EA or EIS once the design elements of the replacement structure are defined.

The SC shall utilize experienced professionals to complete the environmental and historic assessment component of the EA or EIS.

The SC shall include digital photos and a key map in the report.

The SC shall follow the standard NJSDA format and content for an EO215 Report (EA or EIS) prepared for submission to the NJDEP:

Section I: Description of the proposed school project.

- Provide information on any existing school facilities currently on the site of the proposed school project. Include in the description the age of the existing facilities, the condition of the facilities, and any local or State historic designation, including listing of the site on the State Register of Historic Places.
- Identify the type of school facilities to be constructed; the projected enrollment, and site improvements, such as parking, plays areas, services structures, etc.
- Describe the municipal and the neighborhood setting of the school project.
- Provide an architect's (or NJSDA) conceptual building design and conceptual site plan, if available. If this information is not available the report shall state that an update to the EA or EIS will be prepared and submitted to NJDEP at such time the information becomes available.
- Provide a description of the construction phase, including schedule, the work force required, construction related traffic, site preparation activities including demolition, environmental remediation, clearing, excavating, filling and cutting, and precautions taken including noise control, dust control, erosion and sedimentation control, and temporary sanitation.
- Provide a description of the operation phase, including the projected student enrollment of the facility, number of teaching staff and support staff, projection of sanitary discharges, storm water, and air emissions.
- Identify the availability of infrastructure to accommodate the projected sewage flow, potable water availability, roads and public transportation systems, and other utilities.

Section II: Description of environmental conditions including man made resources.

- In urban sites emphasis shall be placed on man-made resources including current land use (s) on the proposed school site, adjacent land uses, site access, the presence of any hazardous substances or waste, the presence of any underground storage tanks or structures, geotechnical constraints, presence of historic fill, abandoned wells, transportation patterns, flood hazard, and zoning, etc.
- In non-urban sites emphasis shall be placed on natural resources of the site and surrounding area - geological character, soil characteristics, land form (i.e. wetlands, forests, steep slopes, flood hazard, agricultural use), hydrological features, and biological resources of the area including State and federal threatened and endangered species and critical habitats.
- Human resources including park and recreational facilities on or adjacent, to the school site, presence of historic buildings, structures, or historic districts on, adjacent to, or nearby the school site, known archeological sites, aesthetic features, and community facilities.

Section III: Assessment of probable impacts.

- Identify and describe direct, indirect and cumulative impacts, beneficial and adverse, anticipated from the proposed project on all natural, man-made, human and economic resources during all aspects of site preparation, demolition, construction, and operation of the school facility.

Section IV: Description of methods and commitments to address environmental impacts – including appropriate environmental design, avoidance and /or mitigation.

- In the form of a list, provide affirmative responses or commitments to the following categories of environmental design measures, energy efficiencies, and sustainability. If an

affirmative response cannot be made, provide a narrative on why it is not possible to achieve the measure.

Section V: List and description of environmental regulatory approvals and permits needed.

Section VI: Alternatives analysis (provided only in an EIS).

- The analysis should be sufficiently detailed and rigorous to permit independent and comparative evaluation of the benefits, costs, and environmental risks of the proposed project and each reasonable alternative.

Make available to the NJSDA one draft copy of the EA or EIS for review and approval prior to finalizing the report. When authorized to finalize the report, two hard copies and 6 CDs shall be provided.

1.13 Property Acquisition Environmental Cost Estimate Report

The PAECER serves to summarize environmental conditions for current site property owners, based on preliminary assessments and site investigations (when available) for a specific property or multiple properties with the same owner.

PAECERs are always required to support non-residential land acquisition. PAECERs are required to support individual residential property acquisitions as directed by the Authority. This does not impact the Authority's right to pursue environmental cost recovery from a property owner in the future.

In consultation with the Authority, the SC shall develop the report from an analysis of studies conducted at the property to be acquired. Cost estimates shall be based on professional experience for projects of similar scope and complexity.

The SC shall prepare a Property Acquisition Environmental Cost Estimate Report (PAECER) for each property proposed for land acquisition and/or condemnation. The report shall include an estimate of the remedial cost to be borne by the Authority to remediate the site in order to build the proposed school facilities project.

The PAECER shall contain a brief summary of the environmental investigations conducted at the Site. The report shall contain a site plan showing the location of each AOC, soil sampling locations, monitoring wells, and all other significant items on the Site. This report shall contain a tabular summary, in accordance with NJDEP requirements, showing

the results of the soil and/or ground water sampling on the Site. The report shall contain the SC's recommendations for remedial actions, if any.

The report shall also include itemized cost estimates for specific soft costs (such as environmental investigation and reporting, design, permits, fees, oversight, post excavation sampling, long term stewardship obligations) and for the hard costs (such as soil or groundwater remedial actions, engineering control installation, asbestos abatement, and UST removal), which may be required to complete the remedial actions recommended for the Site. These line item cost estimates shall include an estimated schedule to complete the remediation.

The SC shall prepare the report based on the use of the site for educational purposes.

The SC shall prepare an Environmental Summary Memorandum (ESM) for each PAECER. This one-page summary is required by law to alert the property owner that there may be environmental concerns associated with this property. The ESM must be consistent with the format required by the Authority. Example ESMs are provided in Attachment D. Assistance from the Authority will be available for the selection of the most appropriate ESM for the subject property.

The report shall also include as a separate attachment cost estimates for building demolition and site clearing on the Site. These cost estimates shall include both hard and soft costs associated with demolition, including demolition engineering plans, specifications, permits, utility disconnects, and contractor costs. This attachment shall also include an estimate of the cost of any necessary off-site remediation. These cost estimates shall include an estimated project schedule for clearing and building demolition.

The PAECER shall be prepared in a format, with accompanying attachments, suitable for presentation to the current property owners. The content of the PAECER shall be consistent to the Remedial Action Selection Report above.

Suggested Outline of the PAECER:

1. Executive Summary
2. Introduction
 - 2.1 Purpose, Scope, and Project Description
 - 2.2 Brief Physical Site Description
 - 2.3 Brief Description of AOCs
3. Summary of Soil and Groundwater Sampling Data
4. Identification of Appropriate and Relevant Remedial Action Objectives
5. Identification of Remedial Alternatives
6. Focused Evaluation and Preliminary Cost Estimate of Remedial Alternatives

to Satisfy Remedial Action Objectives for Use of the Site as a School
7. Recommendation for Remedial Action

Cost estimates should reflect cost to satisfy NJDEP technical requirements, LSRP requirements, and assumptions must be outlined.

1.14 Traffic Impact Evaluation and Reporting

If requested, the SC may be contracted to conduct a Traffic Impact Evaluation to assess traffic, parking, and existing traffic patterns in proximity to the Site. This study may include a traffic engineering analysis, determining the capacity and existing levels of service (“LOS”) of roadways and highways serving the Site. In consultation with the Authority, additional studies to address anticipated traffic requirements of local, county and State transportation agencies, and potential traffic mitigation improvements (both on-Site and off-Site), may be appropriate. Traffic counts at all affected intersections shall be completed, as directed by the Authority. The Study shall take into account the phasing of the School Facilities Project and any related improvements.

If requested, the SC shall provide a detailed site distance analysis along all frontages in order to determine the best and most efficient location for all points of ingress and egress, which maximize the site distances for vehicles entering and exiting the site.

The Traffic Study shall assess the current level of services of the existing roadway network adjacent to the Site, and shall describe the project’s impact on the surrounding area and changes to the existing level of services necessitated by the Site’s intended use.

The Traffic Study shall include a field inspection conducted to obtain an inventory of existing roadway geometry, traffic control, and the location and geometry of such adjacent driveways and intersections as may be gathered without an instrument survey.

The Traffic Study shall include traffic volume recordings conducted during weekday AM and PM peak hours at adjacent intersections. The Traffic Study shall include estimates of traffic to be generated by the proposed School Facilities Project based on standard trip generation rates published by the Institute of Transportation Engineers, and/or trip generation research, including school buses, conducted by the SC. Site traffic shall be assigned to the adjacent roadway systems based upon the anticipated directional distribution.

The Traffic Study shall include capacity analyses of the affected roadways and intersections surrounding the Site conducted to obtain existing and projected peak hour capacities and to define existing and projected levels of service.

The Traffic Study shall include recommendations based on the resultant capacity computations, if deemed necessary, for offsetting any negative impacts of the proposed School Facilities Project, including, but not limited to, signalized intersections, modification to existing signal timing, roadway widening and/or roadway re-striping.

The Traffic Study shall set forth the proposed points of ingress and egress, which shall have been inspected for adequacy of geometric design, spacing from adjacent driveways, and conformance with generally accepted design standards.

The Traffic Study shall advise the Authority whether the Site's internal geometry properly accommodates large wheel vehicles, such as school buses, delivery trucks, refuse trucks and emergency vehicles, and shall recommend any actions required to ensure that the geometry necessary for vehicle accommodation is maintained.

The Traffic Study shall include a comparison of the proposed parking layout to generally accepted design standards, local ordinances and demands experienced at similar developments, and shall recommend any actions required to ensure that an appropriate parking layout is maintained.

Upon completion of the Study, the SC shall submit the Traffic Study Report and any presentation graphics required for the Authority's review, for local planning board courtesy review, and for any other presentations required by the Authority.

If requested by the Authority, the SC shall complete a traffic evaluation to comply with the Terrell James Law. The evaluation shall take into consideration the utility of previous traffic studies completed for the project. If directed by the Authority the SC shall identify all existing entry or exit ramps associated with a highway within 1,000-feet of the proposed school. If a determination is made that there is no feasible or prudent alternative, the SC shall assist the Authority in preparing required notifications to the Department of Transportation. If requested by the Authority, the SC shall provide under separate cover an estimate of any necessary improvements that may be required to comply with the Terrell James Law.

1.15 Preliminary Stormwater Management Investigation and Report

The preliminary stormwater investigation and report services shall include the research, calculations and field or office work necessary to compile a storm-water report describing the parameters pre-requisite to the design of a storm-water management system for the Project.

1.15.1 The SC shall research the available Federal, State, regional, County, or municipal regulations, guidance, and other information necessary to establish the need for and

anticipated form of a stormwater management system for the Project. Perform these services, if possible, in conjunction with the regulatory investigation.

- Determine for the anticipated magnitude of the Project whether stormwater quantity and / or quality management is required.
- Determine at the site of the Project if stormwater recharge is permitted and / or required.
- Identify the form of the recipient of the stormwater outfall and the Authority Having Jurisdiction.

1.15.2 The SC shall, in the event storm-water infiltration is warranted and when instructed by the Authority, perform those site investigations pre-requisite to the preliminary design of a detention and/or infiltration system. This investigation and the resulting reporting shall be in substantial conformance with the NJDEP, NJ Stormwater Best Management Practices Manual. The SC shall note the seasonal restrictions applicable to the performance of these services. Perform these services, if possible, in conjunction with the geotechnical investigation.

- Determine, in conjunction with the Authority, the most likely anticipated locations for stormwater detention and/or infiltration system(s).
- Determine the soil profile at the anticipated locations for stormwater detention and / or infiltration system(s). When instructed include the exploration of the chemical soil characteristics at these locations.
- Determine the depth to the seasonal high water table at the anticipated locations for stormwater detention and/or infiltration system(s). When instructed include the installation of temporary well point(s) at these locations, the collection of representative groundwater samples, and the determination of whether special handling of groundwater will be necessary during construction. Groundwater shall be analyzed for those parameters required by the local sewer utility.
- Determine the soil permeability at the anticipated locations for stormwater detention and/or infiltration system(s).

1.15.3 The SC shall solicit from the Authority Having Jurisdiction over the recipient of the stormwater outfall any limitations on the ability of that system to absorb the additional loads the Project will place on it. Perform these services, if possible, in conjunction with the utility investigation.

1.15.4 The preliminary stormwater report shall:

- Confirm the need for and describe the anticipated form of the stormwater management system for the Project. Cite the codes or regulations utilized to make this determination. Include for each the enforcing agency, a contact name, street address, phone number, and e-mail address.
- Describe the recipient of the stormwater outfall. Identify the Authority Having Jurisdiction and provide a contact name, street address, phone number, and e-mail address.
- Summarize the results of site investigation, if any.
- Summarize the ability of the recipient of the stormwater outfall to absorb the additional loads the Project will place on it. Identify any moratoria imposed by local ordinance or State requirements.
- Identify any limitations these results may place upon the preliminary design of a stormwater management system. In the event a limitation is significant, develop, in conjunction with the Authority, the possible solutions and their relative merits.
- Attach: Calculations substantiating the SC's determination of the need for and anticipated form of a stormwater management system for the Project. Logs and/or test results recording the site investigation, if any. And records of the communication between the SC and the Authority Having Jurisdiction over the recipient of the stormwater outfall.

1.15.5 Unless otherwise directed by the Authority, each submission made by the SC shall include three (hard-copies specified by the Authority, a searchable (not scanned) portable document file (*.pdf) electronic copy, and the document in its native format (Word *.docx for text).

1.16 Acoustical Study and Reporting

If directed by the Authority, the Site Consultant shall identify and retain an acoustical engineer certified by INCE, or a similarly-recognized professional acoustics organization, or with the minimum combination of education and experience required to qualify for INCE Certification. If requested, and in consultation with the Authority, the SC shall conduct an Outdoor Noise Study in accordance with the requirements of ANSI/ASA Standard S12.60.2010 (current version) Acoustical Performance Criteria, "Design

Requirements and Guidelines for Schools" and provide the Authority with the results of that study.

If requested, the SC shall consult with the Authority in regard to the findings of the Outdoor Noise Study and make recommendations regarding measures which may be taken to address outside noise issues.

1.17 Limited Architectural and Structural Engineering Design Services

If requested by the Authority, the SC shall provide limited architectural and structural engineering and design services to assist the Authority in support of land acquisition, environmental, pre-design activities and engagement of a contractor. These services may include the preparation of preliminary facilities surveys, preliminary condition assessments, conceptual options development, and reporting.

2 EARLY SITE DEVELOPMENT SERVICES

Depending on the specific needs of the project, these activities may include: the performance of hazardous materials and universal waste surveys; abatement and demolition design and monitoring; development of bid documents and technical specifications; development of cost estimates; permitting; remedial action work plan development; environmental remediation; limited site work; contractor oversight; post-demolition surveys; and demolition permit closeout.

2.1 Abatement, Demolition, and Early Site Preparation

If requested, the SC shall prepare construction documents (plans and technical specifications) for demolition and early site preparation construction work, and shall provide administration and supervision services for same. Where necessary, the SC shall include in such construction documents any required asbestos, lead, PCB or other hazardous material abatement, and the SC shall incorporate all ACM and LBP Inventory Reports and PCB Reports into the abatement and demolition construction documents. The SC shall submit to the Authority a cost estimate for demolition and any related hazardous materials abatement required on the Site. These cost estimates should provide a detail breakdown of the estimated demolition cost for each individual building within the proposed school project site. If requested, the SC shall participate in meetings to discuss estimated abatement, demolition and site improvement costs.

The SC shall perform document research and field investigations as necessary to determine the types of structural and foundation systems in all buildings on the Site slated for demolition and in all existing structures or buildings located adjacent to those slated for

demolition, both on-Site and off-Site, as well as all utilities located within adjacent on-Site and off-Site buildings and ROWs. The SC shall also confirm the square footage and structural framing and foundation systems of all structures to be demolished. The SC shall field verify the location of all existing basements and tunnels, utility chases or chambers, and incorporate same into the demolition and abatement construction documents, as appropriate. The SC may be required to provide an equipment inventory of all existing, major mechanical, electrical, plumbing, and elevator equipment to be demolished with any buildings on the Site. The inventory shall include, but not be limited to, type of equipment, manufacturer and model number. The major equipment inventory shall be included as part of the demolition construction documents.

In the event that historic structures are slated for demolition and regulatory conditions are placed on the Authority by the NJDEP, those conditions shall be incorporated into the demolition services construction documents.

In consultation with the Authority, the SC may be requested to complete a review of previously completed building envelope studies and provide a scope, schedule, and budget to complete additional structural integrity assessments; with the primary goal to develop technical specifications necessary to stabilize and protect building and other architectural features during future demolition, renovation, or new school construction activities. This task shall include preparation and meeting with NJSDA to discuss preliminary findings; development of a report of findings (draft and final report) to inform a prospective demolition contractor in support of their bid; development of technical specifications for the protection, stabilization, and temporary climate control requirements that may be required during proposed demolition, renovation, and new construction work.

If directed by the Authority, the SC shall conduct a site inspection within 7 calendar days of the pre-bid meeting for any demolition or early site package (ESP) to evaluate the structural integrity of buildings scheduled for demolition to determine if the existing condition of the structures to allow for abatement and subsequent demolition to occur. The SC shall prepare an initial structural evaluation report documenting the results of the site inspection. The Report shall include an evaluation of the condition of the structures, and an opinion as to whether the abatement and demolition can be performed using conventional abatement and demolition methods.

If directed by the Authority, SC shall conduct a second inspection within 14 calendar days prior to the issuance of a Notice to Proceed (NTP) to the demolition or ESP contractor confirming the building's condition. The SC shall prepare a letter report documenting any changed condition and shall provide a final assessment confirming or modifying the assessment of the initial site inspection. The letter report shall include the initial structural evaluation report.

2.1.1 Scope of Demolition

Generally, structures to be demolished may include: (i) all buildings/structures located on the Site and all associated utility systems servicing same, including all basements, foundation walls and foundation systems; (ii) all pavements, slabs, curbing on the Site, which are located outside of street ROW; (iii) all on-site miscellaneous features or structures. In addition, this activity may include, but not be limited to utility work (for example, abandoning, capping, removal, protection, reconnection), UST removal, earthwork/grading and drainage, protection of adjacent properties and structures (for example, shoring requirements), vehicular and pedestrian safety, maintenance of traffic, improvement and restoration, soil erosion and sediment control.

2.1.2 DCA Permits

The SC shall be responsible for identifying all abatement, demolition and construction permits required from the New Jersey Department of Community Affairs (“DCA”).

2.1.3 Deliverables

Deliverables for these services shall include: (i) Demolition Plans and Specifications (inclusive of shoring and protection plans,) (ii) Site Improvement Plans and Specifications, and, as appropriate, (iii) Asbestos Abatement Services Plans and Specifications, (iv) Lead-based Paint Abatement Services Plans and Specifications, (v) PCBs Abatement Services Plans and Specifications, and (vi) such plans and specifications as may be required for any other hazardous materials.

The Plans and Specifications and construction documents must be submitted in a format acceptable to the Authority with applicable NJSDA standards. The SC shall provide one (1) unbound copy and one electronic copy of all submissions (with text in MS Word), including exhibits, plans and drawings. The SC shall provide sealed drawings and electronic files of all construction documents in an acceptable format for upload to an FTP site.

2.1.4 Regulatory Compliance

The SC shall prepare all demolition and/or environmental remediation construction documents, i.e., plans and specifications, to ensure that all related Construction Work is accomplished in accordance with all local, State and Federal regulatory requirements. In addition, the SC shall prepare all construction documents specifically for the abatement of asbestos or other hazardous materials to ensure

that all related construction work is accomplished in accordance with all local, State and Federal requirements applicable to such activity.

Suspect ACM: Where ACM is found to exist in a building on the Site, the SC shall prepare construction documents to permit its handling and/or removal in accordance with all applicable local, State and Federal regulations. The SC shall assist the Authority in securing all necessary approvals and permits for such construction work.

Suspect LBP: Where lead-based paint or lead containing materials is found to exist in a building on the Site, the SC shall identify the requirement for the contractor to follow applicable laws and to assist the Authority in securing all necessary approvals and permits for such construction work.

Suspect PCBs: The SC shall perform a thorough inspection of light fixtures and a thorough inspection of any transformers to confirm the presence of PCBs. Where necessary, the SC shall prepare construction documents for the successful removal and disposal of PCB wastes (if they exist) in accordance with all local, State and Federal requirements. The SC shall clearly define the federal and state regulatory requirements applicable to PCB items for handling, storage, and marking.

2.1.5 Construction Documents

The construction documents shall include all plans and specifications necessary for the successful demolition of on-Site structures and the stabilization of adjacent, off-Site structures, as necessary.

The SC shall perform document research and field investigations necessary to prepare site improvement, demolition, and/or environmental remediation construction documents, i.e. plans and specifications, inclusive of a RAWP, waste and soil management plans, development of engineering controls, and other documents necessary to successfully implement the work in conformance with NJDEP requirements. Site improvement work may include, but not be limited to, earthwork and backfilling; sidewalk, pavement, and curb restoration; required utility restorations; perimeter fencing; soil erosion and sediment control measures, vector control, vegetative establishment and stabilization, and site restoration activities. All demolished basements shall be removed and depressions shall be backfilled to original grade. All site improvement construction documents services shall be supervised under the direction of a professional engineer licensed/certified in the State of New Jersey and/or a LSRP as applicable.

The SC shall prepare site improvement construction documents, i.e. plans and specifications, so that all such construction work is accomplished in accordance with all Authority, local, State and Federal requirements.

It is the responsibility of the demolition or environmental remediation contractor to comply with NJDEP Guidance for Characterization of Concrete and Clean Material Certification for Recycling. The SC may be engaged, however, to obtain samples of masonry, concrete, and other recyclable materials to enable a demolition contractor to submit an informed bid.

The SC shall be responsible for identifying all abatement, demolition and construction permits required from the New Jersey Department of Community Affairs (“DCA.”) The contract documents shall explicitly require that the demolition contractor obtain all permits, including any prior notifications to the soil conservation district prior to undertaking earth disturbance activities.

This work includes providing bidding assistance to the authority, inclusive of pre-bid meetings, response to requests for information (RFIs), and the review and approval of necessary submittals made by the contractor upon award.

The SC shall incorporate the results of the ACM and LBP Inventory Reports and PCB Reports into the abatement and demolition construction documents in a tabular summary, and include a reference in the construction documents that such reports, in their entirety, are available for inspection by the contractor to support their bid preparation.

If requested, and in consultation with the Authority, the SC shall be responsible for the development of plans to remove structures and vegetation and depict proposed post-demolition grading to demonstrate no storm water will accumulate on-site, and if necessary provide for the design of a temporary stormwater management system. On behalf of the Authority, the SC shall obtain a soil erosion permit from the jurisdictional Soil Conservation District. The SC shall explicitly require the contractor in the construction documents to obtain the necessary street opening permits and perform the removal/abandonment of existing utilities associated with structures to be demolished.

The SC shall, in consultation with the Authority, develop plans to backfill and appropriately compact excavations, and stabilize the site to meet soil erosion permit requirements.

The SC shall submit to the Authority an engineer’s construction cost estimate (CCE) for the demolition. The CCE shall include a detailed unit cost breakdown

of the demolition work, inclusive of any site work, in Unifomat, standard for classifying building specifications, cost estimating, and cost analysis in the U.S. and Canada. The tabular format shall include the items for which unit pricing may apply, a pay unit (e.g. SF, LF, tons, etc.), the estimated quantity, and the estimated unit price. The SC shall assume that a preliminary, intermediate, and final CCE for demolition is required.

The SC shall, in consultation with the Authority, develop specifications to salvage building contents and architectural features prior to demolition. Historical items, relics, cornerstones and contents, commemorative plaques and tablets, statuary antiques, and other items of interest or value to the building owner may require salvaging. This plan shall be developed in consultation with the NJSDA and the District, and upon approval, incorporated into demolition plans and specifications. The plan shall include specific procedures and measures to clean salvaged items of dirt and demolition debris; pack or crate items after cleaning; identify contents of containers; store items in a secure area on-site as identified by the Authority and District; transport items to the on-site storage area designated by the Authority and District; and protection of items from damage during transport and storage.

The SC shall include in the salvage and protection plan the identification of potential architectural features and finishes that may be salvaged for possible future use in any renovation program, including brickwork, marble, glazed tiles, and other intact architectural finishes.

The SC shall provide bid assistance and award support for the demolition phase. This work includes providing bidding assistance to the authority, inclusive of pre-bid meetings, written responses to requests for information (RFIs), and the review and approval of necessary submittals made by the contractor upon award.

2.1.6 Construction Phase Services

If requested, the SC shall provide: (i) on-site coordination observation services in connection with abatement, demolition, site improvement and environmental remediation activities in accordance with the schedule determined by the Authority, and (ii) on-site Construction Phase coordination and supervision services in connection with these activities as determined by the Authority.

- The SC shall provide part-time and/or full-time construction inspection and observation services, and shall assist in the coordination between the abatement, demolition, site improvement, and environmental remediation activities, as necessary, in regard to implementation of the requirements and procedures (including, but not limited to, compaction and density tests) set forth in the

construction documents.

- The SC shall provide coordination between the Authority and the Contractor.
- All communications between the SC and the Contractor shall be through the Authority. All written communications prepared by the SC shall be approved by the Authority before they are provided to the Contractor
- The SC shall review and approve shop drawings submitted by the Contractor under the direction of a New Jersey-licensed professional engineer or LSRP, where applicable.
- The SC shall review and assist the Authority in the “pencil copy” approval of Contractor’s monthly invoices for the construction work relating to abatement, demolition, site improvement, and environmental remediation services, prior to payment, in cooperation with the Authority.
- The SC shall submit to the Authority a Progress Report at the end of each week, as well as daily work logs of all construction activities relating to abatement, demolition, site improvement, and environmental remediation.
- The SC shall represent the Authority at related pre-construction and weekly job meetings, as requested by the Authority Program Officer.
- The SC shall prepare post demolition/post-remediation as-built drawings.
- The SC shall evaluate contract bulletins and Change Orders, if any, relating to abatement, demolition, site improvement, and environmental remediation activities, in cooperation with the Authority.

2.2 Limited Site Work and Remediation Services

If requested by the Authority, the SC may be requested to undertake limited site work and remediation services during the course of a project to manage minor incidental site and environmental concerns to enable an orderly progression of work. This may include the contractual removal of unforeseen underground storage tanks and impacted soil, removal of miscellaneous debris and solid waste, minor asbestos abatement activities, minor repairs to utilities, sidewalks, fencing, importation of clean fill materials, and other remediation activities that do not require unique or specialized remediation expertise, and which do not exceed the current cost threshold for competitive bidding under New Jersey Public Contract Procurement Law. This may also include the formulation of work scopes, soliciting competitive bids from a minimum of three qualified remediation contractors,

oversight by an LSRP, and management of generated wastes in conformance with NJDEP requirements. Unique or specialized remediation activities such as chemical oxidation, soil vapor extraction, and other interim remedial actions deemed necessary by the LSRP to protect public health are not considered limited services, and may be authorized at the discretion of the Authority in consultation with the LSRP and NJDEP.

2.3 Existing Conditions / Post Demolition / Post Remediation / Anticipated Site Conditions Report

If requested, the SC shall prepare an existing site conditions report for possible inclusion in a subsequent bid package and/or bridging documents for design and/or construction. This report shall summarize the demolition and remediation activities completed (or to be completed) on the property, including aboveground and underground structures removed or remaining, the materials used to restore the site to grade, geotechnical conditions, and shall include a summary and status of the various permits that were necessary to support the demolition work. Unless directed otherwise, the SC shall prepare a site plan showing locations of known foundations and slabs, and other known underground structures remaining at the site.

The existing site conditions report shall describe the quantity and quality of materials used to backfill excavations, and the manner in which the materials were emplaced and compacted.

Unless directed otherwise, the SC shall include a brief environmental quality summary of the site. The environmental quality summary shall include a brief description of the remedial activities completed, a brief summary of the soil quality in need of remediation, a brief summary of the post-remediation soil quality remaining at the site compared to applicable standards, and a brief summary of any institutional or engineering controls that may exist or will need to be installed during the school construction. This environmental quality summary is applicable to the earthwork activities associated with the demolition work.

The SC, unless directed otherwise, shall in collaboration with the Authority, prepare and implement a plan to conduct supplemental subsurface exploration work in areas of the site that were not previously evaluated. For example, environmental due diligence work may not show the presence of previous structures, but due to the long history of the site development, subsurface structures could still be present that would complicate site development. This exploratory work may be accomplished through the use of soil borings, exploratory trenches, geophysical surveys, and/or other invasive and non-invasive surveys, and appropriate geotechnical analyses to define the presence of underground footings and foundations that may remain at the site. Where requested by the Authority, the SC shall develop cross-sections, provide color digital photographs, and complete an updated

topographic survey.

As part of the existing conditions report, the SC shall summarize in a brief and concise remediation responsibility plan (RRP) the roles and responsibilities of the SC, the Design-Builder, the Design-Consultant, the SC, The LSRP, the NJSDA (and any other entity that may be involved in the project) such that a clear understanding exists with respect to the project phasing, site work, any remedial activities, and regulatory framework associated with the project. This plan shall be prepared by the SC to serve as guidance for any remediation to be performed by a contractor during the construction work.

Two hard copies of the report shall be provided in addition to one complete color copy of the report in a “cover-to-cover” PDF format. Plans, figures, and tables shall also be provided in AutoCAD and PDF format. Revisions to this report shall not be considered an additional service, unless substantive comments exceed two written pages. The report shall be certified by a Professional Engineer licensed in the State of New Jersey.

The report shall be prepared in a format, with accompanying attachments, suitable for presentation to the design consultant for the project. The report shall follow the suggested format below

1. Executive Summary
2. Introduction
 - 2.1 Purpose, Scope, and Project Description
 - 2.2 Brief Site Description
 - 2.3 Contents of Report
3. Summary of Site Demolition Activities Completed or Proposed
 - 3.1 Aboveground
 - 3.2 Underground
 - 3.3 Restoration Site Conditions
4. Environmental Quality Summary
 - 4.1 History of Site Use
 - 4.2 Remediation Completed and Status
 - 4.3 Soil Quality Summary
5. Geotechnical and Supplemental Subsurface Investigation Results
 - 5.1 Proposed Foundation Type and Geotechnical Requirements
 - 5.2 Post-Demolition Topographic Survey
 - 5.3 Post-Demolition Confirmation Exploratory Work.
6. Remediation Responsibility Plan
 - 6.1 Project Roles and Responsibilities
 - 6.2 Design-Builder Submittals
 - 6.3 Proposed Remedial Actions during Construction
 - 6.4 Remedial Action Reporting

6.5 Principal Project Personnel
6.6 Definitions
Appendices

3 DESIGN-BUILD SUPPORT SERVICES

In conjunction with other required services, the SC is expected to perform the following services in support of the advance of projects by the NJSDA through Design-Build project delivery. These expectations include the attendance at necessary design support meetings, occasional District working group meetings, utility service provider meetings, and the preparation of meeting minutes and circulation of previous meeting minutes.

3.1 Site/Civil Design Services

Working in collaboration with NJSDA's Design Studio, the SC shall provide conceptual site planning services, including the review of preliminary site plans prepared by NJSDA, assistance in finalization of a schematic site plan, conceptual design of require site improvements and infrastructure, and development of Bridging Design Documents for purposes of obtaining competitive Design-Build proposals. These services shall include the following:

3.1.1 Conceptual Site Plan Review

Based on its knowledge and understanding of site conditions as confirmed through site investigation activities, the SC shall review and provide comment on conceptual site plan alternatives prepared by the NJSDA. The SCs review shall include comments and recommendations in regard to the location and elevation of building, play areas, parking, and service areas. The SC's review shall recognize existing conditions which may have a significant impact on the cost or schedule to implement the proposed site concept.

3.1.2 Schematic Site Plan Review

Based on conceptual plan comments and other input from the SC, the NJSDA will prepare a Schematic Site Plan which shall establish the size, location, and configuration of the building and associated site improvements including play, parking, planting, and service areas, as well as site circulation elements and fencing.

NJSDA will provide the SC with electronic copies of the Schematic Site Plan for use in the development Bridging Design deliverables.

The SC shall investigate the possibility of existing utility pole relocation(s) based upon the impact of proposed project site plan documentation on their location(s). The SC shall attend a meeting with appropriate representatives of the various utilities (e.g. electric, cable, phone, solar, etc.) to develop a strategy defining which utility poles shall remain in place, be removed, relocated, and or replaced. This meeting shall also include definition of underground electric lines provided by the Electric Utility, location of service connection, and any easements that may be required to accomplish any relocations. The SC shall also obtain existing standards from the Electric Utility for such items as transformers type, required support and protection of the transformer and underground conduit(s).

If requested, the SC shall participate in one meeting with the local Planning Board to review and discuss any technical comments which they may have in response to NJSDA's schematic design submission.

3.1.3 Bridging Design

Based on the approved schematic site plan, the SC shall proceed with design of site improvements and preparation of Bridging Design deliverables which may include the following:

Drawings

- Boundary Survey (Prepared as part of Predesign Services)
- Existing Conditions Plan(s) showing site boundaries, existing topography and all existing above- and improvements and construction (Based on survey activities performed as part of Predesign Services)
- Existing Utility Plan showing the type, size, location, and approximate depth of all existing utilities within the site and in any adjoining streets or sidewalks (Based on survey activities performed as part of Predesign Services)
- Proposed Grading and Drainage Plan showing schematic grading and drainage conveyance systems as well as size and location of major elements, including any anticipated storm water detention structures or systems.
- Proposed Utility Plan showing all existing utilities, location and size of proposed on-site utilities including proposed tie-in locations to existing utility infrastructures, building service entrances, and anticipated electrical transformer location.

- Proposed Landscape Plan identifying and detailing proposed ground cover and planting areas and materials

Performance Specifications

The SC shall review NJSDA's standard Performance Specifications and Material & Systems Standards, and shall provide edits to and/or additional Performance Specification sections as necessary to fully define the project scope and describe project requirements for Design-Build procurement, final design, and construction.

3.1.4 Acoustical Design Support

If requested by the Authority, identify and retain an acoustical engineer certified by INCE, or a similarly-recognized professional acoustics organization, or with the minimum combination of education and experience required to qualify for INCE Certification. The acoustical engineer shall:

- Determine the minimum A-weighted exterior source environmental sound levels at each exterior elevation of the building to be specified by the D-BIP.
- Measure the existing one-hour average A-weighted exterior source environmental sound levels in accordance with ANSI / ASA S12.9 - 2013 Part 2 and 3, as applicable, and ANSI / ASA S1.13 - 2010. The conditions at the time of measurement shall be representative of the project area, when school is in session, during fair weather, and when the ground is neither frozen nor snow covered. Extraordinary sounds shall be excluded from the reported hourly environmental ambient sound levels.
- Estimate the future contribution of the completed project from on-site human activity to the exterior source environmental sound levels. This contribution is exclusive of sound produced by the conveying, plumbing, HVAC, fire protection, electrical, communications, electronic safety and security, or integrated automation services part of and liquid, gas, or electrical utilities serving the building.
- Calculate the resulting maximum exterior source environmental sound level which can be anticipated at each exterior elevation of the building.
- Recommend a minimum exterior source environmental sound level to be specified at each exterior elevation of the building.
- Provide documentation of the measurements and calculations and a figure illustrating the minimum A-weighted exterior source environmental sound levels at each exterior elevation of the building.

- Determine the acoustic performance criteria for each interior space of the building to be specified by the D-BIP.
- Review the applicability of the Authority’s previous acoustic performance criteria to this project.
- Evaluate, when necessary, ANSI / ASA S12.60 - 2010, past Authority criteria, and common practice to develop new or revised criteria. The measure of this evaluation includes acoustic quality, relative cost, and a desire for standardization.
- Recommend for each type of interior space in the building, the following:
 - Maximum A-weighted background noise level from both all sources and only building services and utilities.
 - Maximum reverberation time.
 - Minimum STC rating for ceiling, wall, and floor assemblies between the space and adjacent spaces and circulation.
 - Minimum IIC ratings for floor assemblies between the space and adjacent spaces. Provide documentation of the evaluations, if any, and a table summarizing the acoustic performance criteria for each interior space of the building.
- Assist the Authority to edit its Performance Specifications as necessary to fully describe the project requirements.
- Participate in periodic meetings and/or teleconferences for the duration of these services.

3.1.5 Construction Costs Estimate

The SC shall provide a construction cost estimate for all site development and improvement work included in the project scope in UniFormat, or in a format prescribed by the NJSDA.

3.1.6 Code Review

If requested, the SC shall participate in one meeting with NJSDA and NJDCA to review and discuss the application of construction code and best practices

requirements to the project and shall make any necessary modifications to deliverables in response to any comments therefrom as directed by NJSDA.

The SC shall participate in one meeting with NJSDA and the Local Fire Department to review and discuss the proposed project site plan for Fire Department access, fire hydrant locations and connections, and other related issues. The SC shall make any necessary modifications to their required project deliverables in response to any comments therefrom as directed by NJSDA.

3.1.7 Bridging Documents Attachments

The SC shall review the preliminary reports to be included as Bridging Design attachments to confirm the development of the design has not adversely affected the assumptions, calculations, or conclusions included within those documents. If necessary the SC shall update those reports accordingly.

- **Utility Report:** The SC shall confirm for each utility required by the Project whether the additional loads to be placed on the utility have, as a result of the development of the design, exceeded those anticipated by the Preliminary Utility Report. If so then the SC shall solicit from the affected utilities an updated “will serve” letter. In the event a utility is now found insufficient, the SC shall develop, in conjunction with the Authority, the possible solutions and their relative merits.
- **Stormwater Report:** The SC shall append to the preliminary report: Calculations substantiating the volume of detention and / or infiltration illustrated in the Bridging Design. And calculations estimating the resulting anticipated additional loads the Project will place on the recipient to of the stormwater management system outfall.

Unless otherwise directed by the Authority, each submission made by the SC shall include the quantity of hard-copies specified by the Authority, a searchable (not scanned) portable document file (*.pdf) electronic copy, and the document in its native format (Word *.docx for text).

3.1.8 Site Environmental Deliverables

The SC shall provide copies of any and all documents describing site environmental conditions and requirements for the Project.

Formats for all deliverables, including page layouts and numbering systems, shall be approved by the Authority prior to submission. All site plans shall be formatted

to plot at the largest practical scale on E-size sheets. Scale and orientation of all site plans (excluding details and partial plans, and legal recording copies) shall be consistent throughout.

3.2 Bid Assistance Services

- 3.2.1** If requested by the NJSDA, the SC shall attend the pre-bid meeting and site tour conducted for Design-Build bidders.
- 3.2.2** The SC shall provide responses to bidder questions regarding any elements of the Design-Build Information Package which are a part of the SC's scope of services. Responses shall be provided to the NJSDA in writing with modifications to or additional drawings and/or specifications as appropriate within three (3) work days.
- 3.2.3** The SC shall assist the NJSDA in review of the Design-Builder's price proposal for site work, including, if requested by the NJSDA, participation in a review and debrief with the NJSDA and highest ranked Design-Builder. If requested, the SC shall provide a written explanation of any significant variances between the Design-Builder's price proposal and the SC's cost estimate.
- 3.2.4** It is expressly understood that the SC's work product is likely to be incorporated into public bid documents for a school facility construction project, and if so incorporated, will be relied upon by potential bidders to formulate their scope, schedule and cost estimates for bidding on such school facility construction project. As such, prior to public advertisement of the project the SC will be required to affirm that it has:
- Prepared its work product pursuant to a professional standard of care, with knowledge that such work product will be incorporated into the design-build bid package for the Project;
 - Reviewed the background documentation provided by NJSDA regarding the Project Site, including the work product of consultants previously engaged by NJSDA regarding the Project Site, which may be incorporated into the bid package for the Project;
 - Prepared its work product with knowledge of such background documentation provided by NJSDA and pursuant to any confirmatory investigations it may have performed as necessary to verify the conclusions contained in its work product;

- Prepared its work product in a manner intended to provide sufficient information as a biddable project, and to avoid vague or conflicting language, whether within the work product itself or between the work product and any background documentation to be included into the bid package, such that no gaps, omissions or conflicts exist in the work product itself, and no conflicts exist between the work product and the background documentation included in the bid package for the Project

3.3 Design-Build Phase Services

Upon Authorization by the Authority, provide Design-Build Phase services in relation to all elements of the Project for which the SC and/or LSRP had design responsibility, or were otherwise part of the SC's scope of services.

3.3.1 Requests for Information

The SC shall review and provide written responses, including supplemental information or sketches as necessary and appropriate, to Requests for Information (RFIs) submitted by the Design-Builder. The SC shall provide such responses to the Authority within five (5) days of receipt of the RFI.

3.3.2 Design Phase Progress Submissions

The SC shall review and provide written comments upon monthly Design Phase progress submissions prepared by the Design-Builder. The SC's review is intended to confirm that the design is generally proceeding consistent with the design concept and requirements of the Bridging Design Documents prepared by the SC, and to assess the completion status of the Preliminary and Final Design Documents. The SC shall provide such responses to the Authority within five (5) days of receipt of the progress submission.

3.3.3 Design Phase Submission Review

The SC shall review and provide written comments upon Preliminary and Final Design Phase Submissions prepared by the Design-Builder, as required by the Design-Build Design Manual, to confirm that the Submissions are consistent with and in compliance with the design concept and requirements of the Bridging Design Documents prepared by the SC, and to determine whether additional information is required to adequately review a given Submission. The SC shall review and accept or reject revised Submissions prepared by the Design-Builder in response to the SC's review comments. The SC shall accept or reject Design Phase Submissions

and provide written comments to the Authority within five (5) Days of receipt of the Submission.

3.3.4 Acoustical Design Submission Review

If requested by the Authority, identify and retain an acoustical engineer certified by INCE, or a similarly-recognized professional acoustics organization, or with the minimum combination of education and experience required to qualify for INCE Certification. The acoustical engineer shall:

- Participation in a Project Initiation conference call with the NJSDA and the Design-Builder's acoustical engineer to verify a joint agreement with regards to the scope and the deliverables of the Design-Builder's acoustical engineer.
- Conduct an initial review and comment on resubmissions of the Design-Builder's acoustical submissions and recommendations.
- The acoustical engineer shall review and comment on acoustical calculations submitted by the Design-Builder to substantiate the design's compliance with applicable acoustical performance criteria.
- The acoustical engineer shall attend meetings to review and discuss comments on the Design-Builder's acoustical recommendations and submitted acoustical calculations.

3.3.5 Construction Phase Submittal Review

The SC shall review and provide written comments upon Design-Build Construction Phase Submittals prepared by or for the Design-Builder, including shop drawings, product data, samples and other Submittals to confirm that the Submittals are consistent with and in compliance with requirements of the Bridging Design Documents prepared by the SC, and to determine whether additional information is required to adequately review a given Submittal. The SC shall review and accept or reject revised Submittals prepared by the Design-Builder in response to the SC's review comments.

The SC's review pursuant to this Section shall not be deemed to be undertaken for the purpose of determining the accuracy and completeness of each Submittal, determining that any other details such as dimensions and quantities have been complied with, or of substantiating instructions for installation and performance of equipment or systems, all of which shall remain, unless otherwise specified in the Contract for Construction, the Contractor's responsibility. The SC shall accept or reject Submittals within five (5) Days of receipt from the Authority.

The SC's review pursuant to this Section also shall not constitute approval of safety precautions or, unless otherwise specifically stated by the SC, of construction means, methods, techniques, sequences or procedures. The SC's approval of specific items shall not indicate approval of an assembly of which the item is a component.

3.3.6 Change Order Review

If requested by the Authority, review, evaluate, and make recommendations regarding Change Orders, Proposal Requests, and Construction Change Directives (CCD's) with supporting documentation and data if deemed necessary by the Authority. Evaluate and prepare specific written recommendations, including evaluation of costs, to the Authority, within seven (7) days of receipt of a Design-Builder's Proposal or other response to Change Orders, Proposal Requests, and CCD's. If the nature of the work described in Change Orders, Proposal Requests, or CCD's is complex, the Authority may grant the SC additional time for its evaluation, if requested in writing. The SC, upon request of the Authority, shall attend meetings in connection with Change Orders, Proposal Requests, and CCD's.

3.3.7 Construction Observation Services

If requested by the Authority, the SC shall make visits to the Site during construction for general observation of quality and progress and to determine if the Construction Work is proceeding in accordance with requirements of the Bridging Design Documents prepared by the SC and accepted Design Submissions. The SC shall promptly notify the Authority in writing of Design-Builder's failure to comply with the above requirements.

The SC's obligations under this Paragraph shall not be deemed to imply that the SC is responsible for and has control or charge of construction means, method, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Construction Work, or that the SC will be responsible for the Design-Builder's failure to carry out the Construction Work in accordance with the requirements of the Design-Build Agreement. The SC will not be responsible for or have control or charge over the acts or omissions of the Design-Builder, Subcontractors, or their respective agents or employees, or of any other person performing portions of the Construction Work.

If the Authority elects to engage the services of a Construction Manager (CM), the SC shall notify the CM and the Authority's on-Site representatives immediately if the SC has actual knowledge of hazardous site conditions or site conditions which

may result in an imminent danger on the Site to occupants or persons on or in the vicinity of the Site.

Communicate with the Contractor through CM, except when direct communications have not been specifically authorized. Communications by and with the SC's sub-consultants shall be through the SC. Notwithstanding that the communications with the Design-Builder shall be through the CM, nothing shall relieve the SC from performing the Services required to be performed under this Agreement at the time and in the manner specified.

Participate in meetings and or presentation at the direction of the Authority at locations at Authority offices in Trenton, New Jersey or by teleconference.

3.3.8 Project Close-Out Phase

If requested by the Authority, assist in Project Close-Out activities. Such services may include, but are not limited to, supplemental inspections, review and evaluation of non-conforming work, making recommendations for correction of non-conforming work and, if applicable, close-out activities related to site remediation activities as described below.

4 ENVIRONMENTAL SITE REVIEW AND LSRP SERVICES

Once a proposed school site is identified by the local education authority (school district), and the prospective school site survives SDA's desktop environmental review, the school site is subjected to a rigorous site feasibility and environmental analysis. The Authority takes its societal obligation to build safe and healthy schools seriously. At the same time, the Authority is required to strike a balance between the need to conduct on-site environmental remediation to be protective of the future intended use as a school, and the statutory limitations precluding the use of EFCFA funds intended for school construction to fund expansive remediation of environmental conditions, including off-site groundwater quality conditions.

As a State government entity, the Authority is not liable under the Spill Compensation and Control Act (Spill Act) for environmental concerns identified on real property that it has acquired through eminent domain, and for which the Authority has not caused, nor has contributed to a discharge. This exception from liability is by virtue of its role as a redeveloper under the Education Facilities Construction and Financing Act (EFCFA). Although the Authority is required to retain an LSRP for all remediation it is conducting, the SC must recognize that the Authority is exempt from joint and several liability as defined in the Spill Act, and is not in any way responsible, pursuant to any law, for any contaminant at or emanating from the Site, or for contamination that has emanated

from the Site.

In most circumstances, due to the unique role of the Authority, the Authority is exempt from the mandatory timeframes associated with the remedial actions as set forth in the Site Remediation Reform Act (SRRA) of 2009 during periods of time when it is not conducting remediation activities. The Authority reserves its right to limit the scope of tasks to be performed by an LSRP in recognition of the NJSDA's status as an exempt governmental entity under the Spill Act. For example, the NJSDA may limit LSRP tasks to the defined boundaries of the area described in the construction permit for the School Facilities Project (the "School Construction Site").

The following section describes the supplemental environmental services that a SC may be requested to perform on behalf of the Authority. These services include, but may not be limited to preliminary assessments, determination of the presence of environmental impacts, delineation of these impacts if they exist, evaluation of possible site remediation options, preparation of remedial action work plans, oversight and documentation of remedial actions, attendance at meetings, and communication of site environmental issues and clean-up programs to community groups and school boards.

These services may include, but are not limited to the production, review, and approval of site investigation and remedial investigation reports; remedial alternatives analyses and remedial action selection reports (RASR); site conceptual models; multimedia exposure and risk characterization reports; preparation of remedial action work plans (RAWP); and the technical oversight and documentation of remediation work performed by a contractor, i.e., a remedial action report (RAR); development of Response Action Outcome (RAO) letters; and all necessary forms and applications. In addition, the LSRP may be required to provide environmental communications support, environmental litigation support, cost recovery support and documentation, and attend meetings on behalf of the Authority.

4.1 Remedial Investigation Activities

The SC shall submit for review and approval a Remedial Investigation Work Plan (RIWP) that briefly outlines the proposed remedial investigation for the site addressing soil, groundwater, soil vapor, and/or indoor air quality impacts. As an attachment to the RIWP, the SC shall include detailed estimates of cost and schedule for implementation of the RIWP.

Remedial Investigation Activities may include collecting and analyzing soil, groundwater, soil gas, air and other media samples necessary to delineate an impacted area in accordance with recognized industry standards and the scope outlined in the work plan. The SC shall develop a budget for implementing the field work and submit this for review and approval prior to implementing field work.

The SC is responsible for mobilizing all equipment necessary to conduct the investigation and collect the necessary samples as well as providing qualified personnel to operate the equipment and record the investigation. The SC shall be responsible for the quality and accuracy of the information collected and shall provide for the safe and accessible storage of this information. All remedial investigation costs shall be maintained for possible cost recovery purposes.

4.1.1 Remedial Investigation Report, and Responsibility for Subsequent Revisions

Based on the implementation of the RIWP, the SC shall prepare and submit a draft RI Report, following the format prescribed in N.J.A.C. 7:26E-4.8, to the Authority in electronic format for review and approval, and in the manner prescribed in Section 5 of this Scope of Services.

4.2 Triad Investigation

The SC may be contracted to employ alternative or innovative site investigation techniques, such as the USEPA Triad approach.

Prior to implementation of field work under a Triad approach investigation the SC shall work with the site stakeholders and generate a brief work plan that includes the following information:

- Identification of the site stakeholder team
- Utilization of systematic planning for the development of a conceptual site model utilizing all available data collected to date
- Development of a dynamic work strategy and decision logic
- Implementation of a field based investigation plan that can accommodate real-time data collection
- Identification of appropriate data visualization technology
- Identification of appropriate data integration methodology

The SC shall submit the findings of the Triad investigation in a report for review and approval by the Authority.

4.3 Environmental Risk Characterization, Receptor Evaluation, and Site Conceptual Model Development Services

The SC may be contracted to develop remediation strategies that employ human health risk and exposure assessments. This risk evaluation may include the following primary elements: (1) a site characterization; (2) an exposure assessment; (3) a toxicity assessment; and (4) a risk characterization effort to support health protection goals that are compatible with an intended future use of the site for a school.

The site characterization shall include an identification of the chemicals of concern found at the site, and the development of a conceptual site model that defines exposure. If required, the SC shall prepare and submit a conceptual site model to the Authority for approval. This conceptual site model may be graphical, tabular, or in narrative format, but must provide an accurate understanding of complete exposure pathways for the site. This assessment must identify the physical setting and the potential exposed populations.

The exposure assessment must determine or estimate the magnitude, frequency, duration and routes of exposure. The assessment must identify the sources and receiving media; fate and transport considerations in the release media; and the identification of exposure points and exposure routes.

The toxicity assessment shall consider the potential for particular contaminants to cause adverse effects in exposed individuals as well as to provide an estimate of the relationship between the extent of the exposure to a contaminant and the increase likelihood and/or severity of adverse effects. Where appropriate, this assessment shall consider the carcinogenic and non-carcinogenic effects of each chemical, appropriate reference doses and cancer slope factors from recognized sources (e.g. IRIS, HEAST, ATSDR, etc.)

The risk characterization shall be a summary of the toxicity and quantitative exposure assessments consistent with USEPA policy for risk characterization (1995). This guidance may be found at <http://www.epa.gov/ORD/spc/rcpolicy.htm>. Paramount to this characterization is a demonstration that the selected remedy will attain the appropriate site-specific remedial action objectives.

If certain site conditions warrant, the SC may be contracted to perform a more robust human health risk assessment to support the school construction activities. The scope of any such risk assessment will be developed by the Authority in consultation with the NJDHSS.

If required, the SC shall complete an initial receptor evaluation form and updates as necessary for submission to NJDEP.

4.4 Development of Remedial Action Objectives and Performance Standards

The SC shall develop a list of specific remedial action performance objectives that must be met for the intended future use of the property as a school. Common remedial action objectives and performance standards may include:

- Removal of separate phase hydrocarbon;
- Horizontal and vertical delineation of on-site soil and groundwater impacts;
- Mitigate soil impacts to groundwater;
- Mitigate off-site migration of pollution from on-site sources;
- Mitigate on-site migration (if present) of pollution from off-site sources;
- Mitigate potential vapor intrusion pathways;
- Acquisition of a Remedial Action Outcome (RAO);
- Acquisition of DHSS indoor environment certification;
- Minimize long term operations and maintenance costs; and
- Alternative endpoints for remediation.

4.5 Remedial Action Selection Report

If required, the SC shall prepare a Remedial Action Selection Report (RASR) that provides sufficient documentation that the remedial actions proposed for the site are protective of human health and the environment, and have been selected after consideration of various factors, including but not limited to: cost, implementability, reliability, effectiveness, and the intended future use of the property for the school facilities projects. Specific guidance for the preparation of a RASR may be found in Subchapter 5 of New Jersey's Technical Requirements for Site Remediation.

The RASR shall include (1) a narrative description of appropriate remedial action objectives that would be consistent with the future intended use of the site for a school, (2) identification and evaluation of an applicable and focused list of soil and groundwater remediation alternatives that satisfy the objectives. The remedial alternatives may be presented as broadly defined measures that by themselves or in combination with other measures will satisfy the applicable objectives for the site; and, (3) an analysis of the

applicable evaluation criteria - effectiveness, implementability, and cost. Other factors including potential impacts of the remediation to the local community, the degree of permanence of the remedial action, and potential injury to natural resources may also be considered.

4.5.1 Effectiveness

The effectiveness evaluation focuses on three factors: (1) the overall protection of human health and the environment; (2) the potential short-term and long-term effectiveness in handling estimated areas or volumes of impacted media (soil and groundwater) and meeting the remedial action objectives of mitigating direct and indirect exposure and discharges to sensitive downgradient receptors; and, (3) the proven performance and reliability with respect to the reduction of toxicity, mobility, and volume of contaminants and conditions at the site.

4.5.2 Implementability

This criterion encompasses the technical and logistical, and administrative feasibility of implementing the remedial action. The site-related aspects of implementability may include, but are not limited to: site work accessibility; final structural integrity of the site during and after remediation; ability to obtain the necessary permits for remedial actions; community acceptance; availability of necessary resources, equipment, and skilled workers to implement the remedy.

The determination that an alternative is not technically feasible and is not available will usually preclude it from further consideration unless steps can be taken to change the conditions responsible for the determination. Typically, this type of "fatal flaw" would have been identified during the technology screening, and the infeasible alternative would not have been assembled. Negative factors affecting administrative feasibility may involve coordination steps to lessen the negative aspects of the alternative, but will not necessarily eliminate an alternative from consideration.

4.5.3 Consistency with Applicable Laws and Regulations

This criterion encompasses the regulatory feasibility of implementing the remedial action. The selected remedial alternative must be consistent with applicable laws and regulations. Specifically, the selected remedy must satisfy NJDEP's Technical Requirements for Site Remediation (N.J.A.C. 7:26E-1 et. seq.), in addition to the feasibility of acquiring stream encroachment permits, soil erosion and sediment control permits, local construction permits, and general stormwater permits. These criteria must be considered with respect to each alternative evaluated.

4.5.4 Cost

Estimates of capital and operation and maintenance (O&M) costs associated with each alternative shall be presented. The cost estimates used in the alternative screening process may originate from several sources of information. Commercial cost estimating guides, such as Means Site Work Cost Data, generic unit costs derived from other publications, vendor contacts and actual cost data from similar sites subjected to remedial actions in New Jersey are recommended. If requested by the Authority, the SC shall complete a net present value analysis of the capital and O&M costs using an agreed upon interest rate and 30 years for any long term stewardship obligation that may be associated with an engineering control.

4.5.5 Remedial Action Selection Report Deliverable

The following table of contents is presented as an acceptable format for a Remedial Action Selection Report (RASR) submitted to the Authority:

- I. Executive Summary
- II. Introduction
 - A. Purpose and Scope
 - B. Brief Site Description
 - C. Content of RASR
- III. Appropriate and Relevant Remedial Action Requirements
 - A. Soil
 - B. Groundwater
 - C. Indoor Air Quality
 - D. Identification of Constituents of Concern
 - E. Applicable Remediation Criteria
- IV. Focused Evaluation of Remedial Alternatives
 - A. Applicable Evaluation Criteria
 - 1. Effectiveness
 - 2. Implementability and Consistency with Project Schedule
 - 3. Consistency with Applicable Laws and Regulations
 - 4. Potential impacts to the Local Community
 - 5. Potential for Natural Resource Injury
 - B. Identification, Evaluation, and Selection of Site Specific Remedial Alternatives
 - 1. Identification and Screening of Site Specific Remedial Alternatives
 - 2. Evaluation of Applicable and Relevant Remediation Technologies
 - C. Preliminary Engineering Evaluation
 - 1. Remedial Alternatives that Satisfy Remedial Action Objectives.
 - 2. Capital and O&M Cost Analyses.

- D. Results of the Evaluation
- V. Recommendation for Remedial Action

4.5.6 Development of Preliminary Remediation Cost Estimates

The SC may be asked to develop preliminary cost estimates for appropriate remedial actions for submission separately. The cost estimate shall assume that all remedial action is conducted in accordance with applicable local, State and Federal regulatory and code requirements. The cost estimates shall include a breakdown of anticipated Project Management costs associated with completing each such remedial action. If requested by the Authority, the remediation cost estimates shall include a net present value analysis (if long term operations and maintenance of engineering and institutional controls are needed), as well as an estimate of engineering fees to obtain necessary permits and approvals.

4.6 Remedial Action Work Plan

The SC shall prepare and submit for review and approval a Remedial Action Work Plan (RAWP) in accordance with the applicable provisions N.J.A.C. 7:26E. All elements of the RAWP will be coordinated in consultation with the Design Consultant or by reference in Design-Bridging Bridging Documents, as applicable. This RAWP shall include, but not be limited to:

- A summary of the report or a copy of the findings/recommendation section of the Remedial Investigation Report (RIR) and Remedial Action Selection Report (RASR);
- The identification of all applicable remedial action performance objectives to be satisfied;
- A description of the selected remedial action and the remedial technology to be conducted;
- A building decontamination and demolition plan, coordinated with demolition documents detailed in Section 2.0.
- A scaled site map that clearly identifies the area(s) proposed for remediation. This map shall include: the location of remedial treatment units, where applicable; the volume and mass of each environmental medium to be remediated; the vertical and horizontal extent of area to be remediated, to the extent practicable; the location, depth and concentration of contaminants in excess of the remediation standard; sample locations, depths and parameters for post-construction samples;

- A quality assurance project plan (QAPP) including proposed sampling and analytical methods, where requested;
- A health and safety plan that is compliant with OSHA 1910.120 requirements;
- A descriptive soil management plan that includes specific erosion and sedimentation control measures to be undertaken, including the management of fill material and top soil importation and exportation;
- A plan that defines the requirements and performance specifications for vapor mitigation systems and defines the roles and responsibilities requirements for performance testing of passive and/or active sub-slab vapor mitigation systems that may be required.
- A plan that describes the testing and management of concrete and masonry that may be recycled.
- A plan that describes the requirements and cost estimate for the development of any groundwater Classification Exception Area (CEA);
- A plan that describes dust and odor control and monitoring measures;
- An identification of all remedial action permits required for the remedial activities;
- A description of site restoration plans.
- A description of procedures for dismantling and removal of remedial structures and equipment from the site, if applicable; and
- A cost estimate for any building demolition, site work, and site remedial actions.

The SC shall prepare a project management plan that includes a scope, schedule, and budget for its LSRP to affirm that site remediation design documents prepared by the Design Consultant and/or Design Builder meet the remedial action performance objectives set forth in the RAWP. The plan shall accompany the RAWP and be provided to the Authority under separate cover.

4.7 Remedial Action Oversight

The SC may be contracted to provide either full-time or part-time construction monitoring staff to ensure that the remedial actions performed on the Site by the remediation contractor are completed and documented in compliance with the plans and specifications. The SC

may be contacted to provide qualified staff to be available to perform soil and/or groundwater sampling and contract laboratory analyses, as necessary, to confirm post-excavation results of remedial soil removal operations.

The SC may be contracted to maintain daily progress logs and issue weekly status reports on the progress of remedial actions at the Site as required by the task order.

The SC shall act as an agent of Authority for the limited purposes of signing waste disposal manifests in connection with the necessary investigation derived waste disposal activities. All disposal activities and listing of anticipated disposal locations on behalf of the Authority shall be previously provided to and approved by the Authority and all documentation of each such disposal shall be promptly provided to Authority. The Authority agrees to hold harmless the SC from third party claims arising from the transportation or disposal of this investigation derived waste originating from the work site provided such claims are not caused or contributed to by the negligent acts or omissions of the SC and/or its subcontractors.

4.8 Remedial Action Report (RAR), Progress Reports, Response Action Outcomes (RAOs), Remedial Action Permits, and Supporting Deed Notice Documents

The SC may be contracted to comply with post-Remedial Action requirements, including all progress reporting requirements, biennial inspections, the preparation of a Remedial Action Report, Remedial Action Outcome (RAO), deed notice documents, and applicable remedial action permit applications in accordance with the applicable provisions of N.J.A.C. 7:26E. The SC shall be responsible for resolving NJDEP invoicing administrative matters related to the LSRP function. The SC may be required to prepare or approve as-built drawings and/or technical specifications prepared by others that define the extent of engineering controls in accordance with the applicable provisions of N.J.A.C. 7:26E.

4.9 Environmental Communication Plan and Support Services

The SC may be contracted to assist with environmental outreach and communication. This assistance may include the development of fact sheets in consultation with the Authority, community mailers, preparation of Open House materials, and attendance at Open House presentations, if necessary.

One-page fact sheets shall summarize information regarding the history of the site; the environmental, health and safety impacts of the site constituents; a description of the remediation activities; the safety, health and environmental impacts of the remediation activities; a clarification of the roles and responsibilities of the parties involved; a schedule of activities; and a telephone number to call for more information. Other readily available

publications, such as constituent-specific toxicological data from ATSDR, may also be appropriate.

4.10 Environmental Remediation Cost Recovery Support Services

While environmental cost recovery actions may be limited, the SC shall clearly document remediation costs incurred for the remedial actions. Cost data must be accurate, complete, and consistent from the beginning to the end of the project, and shall be tracked according to individual tax blocks and lots. If remedial actions extend to a contiguous lot, the SC shall apportion the remediation costs to the extent possible using volume and/or contaminant mass calculations. The Authority may request quarterly summaries of remediation activities and costs incurred. These costs shall be presented in a tabular format in consultation with the Design Consultant.

Photo-documentation, complete field notes, written notification to property owners, and provisions to allow property owners to obtain split samples for analysis are recognized methods to prevent claims of “spoliation of evidence.” In addition to field documentation, the need exists for engineering and scientific reporting that provides sufficient documentation that a proposed remedial action is protective of human health and the environment, allows for possible cost allocation and insurance recovery, and was selected after consideration of various factors identified in the remedial action selection process.

The SC may be contracted to prepare a report that summarizes project cost documentation for potential cost recovery purposes.

4.11 Development of Environmental Quality Summaries for School Districts

The SC may be contracted to develop brief summaries of environmental investigation work completed on a particular project, including work yet to be performed. These summaries shall be prepared for School District officials at specific milestones during the site feasibility and site development phase of the work. Key milestones include the completion of the site investigation report, remedial investigation report, remedial action selection report, and remedial action work plan. The objective of these summaries is to provide the District with key information relative to the remedial action objectives for the site, as well as to inform the District of any long term stewardship obligations associated with maintaining institutional and engineering controls on the property.

4.12 Development of Health and Safety Guidance for Visitors and Inspectors

Employee compliance with site health and safety requirements is the obligation of the employer. According to OSHA’s Hazard Communication Standard (29 CFR 1910.1200), an obligation exists for employers to inform employees about the chemical hazards that

they may encounter in the workplace. It includes provisions for employee training, labeling of hazardous chemicals, maintaining material safety data sheets, and developing a written hazard communication plan.

The SC may be contracted to develop informational fact sheets that summarize environmental quality at the site. These fact sheets would outline the management practices visitors, construction inspectors, and other regulatory officials must adhere to. The SC may be asked to summarize the existing health and safety requirements that their employees are required to follow, present brief orientations to site visitors describing the health and safety issues associated with the site. This may also include the identification of various exclusion zones that may exist, and specific procedures to follow in case of an emergency.

4.13 Potential Expert Witness Testimony

At the request of the Authority, the appropriate SC personnel shall provide testimony as an expert witness in connection with the Authority's acquisition of the Site, condemnation of the Site, and/or potential legal proceedings involving the Site or any individual properties within the Site. This requirement shall not apply in the event that the SC and the Authority are adverse parties. These services typically entail the preparation and/or review of reports, studies and memoranda and other documents related to this Scope of Services as applied to the Site.

4.14 Indoor Environmental Health Assessments

The SC may be contracted to complete actions necessary to comply with the Department of Children and Families' Manual of Requirements for Childcare Centers (N.J.A.C. 10:122), specifically Subchapter 5.2 Physical Plant Requirements for all Child Care Centers regarding completion of Indoor Environmental Health Assessments (IEHAs). Where required, these IEHAs shall be performed by a Licensed Indoor Environmental Consultant in accordance with the Department of Health (DOH) rules (N.J.A.C. 8:50) and shall include completion of DOH Safe Building Interior Certifications and all associated forms.

5 DELIVERABLES

The Authority requires that all documents be submitted in a technically defensible, clear and concise manner. The Authority will consider a document as deficient if it does not meet this requirement, and the SC shall make revisions at no cost to the Authority.

The SC shall provide complete pre-design services and deliverables to avoid conflicts with subsequent program concept phase services.- For each pre-design service assigned to the SC, the SC shall provide complete deliverables, and approval from the Authority prior to advancing to subsequent phases of design and/or design-build phase services.

The SC shall issue the documents to the Authority in Draft format and will allow a minimum of ten (10) business days for review and comment, to be agreed upon with the Authority. All pages shall be clearly marked “DRAFT” including the date of the draft document.

The SC shall incorporate the Authority’s comments and provide the Authority an electronic copy of the revised documents in redline and strikeout format for confirmatory review. Revisions to any draft deliverable shall not be considered an additional service if the revisions to the work product are necessary to meet NJDEP requirements or to correct any deficiency identified by the Authority or the NJDEP.

Revisions associated with document clarity, language, spelling, grammar, format, typographical or other errors, or content deemed necessary by the Authority to achieve an acceptable Final Report are not compensable.

Unless otherwise directed by the Authority, The SC shall provide all final deliverables in a “cover to cover” searchable PDF format, plus one electronic copy of each in native format (AutoCAD 2012 DWG format for drawings) and .DWF/.DWFX and/or .pdf formats. Deliverables shall be emailed to the authority and uploaded to the Authority’s secure FTP site. If a SC-specific FTP site does not currently exist, the SC shall contact the NJSDA and arrange to have a secure FTP site created.

Formats for all deliverables, including page layouts and numbering systems, shall be approved by the Authority prior to submission. All site plans shall be formatted to plot at the largest practical scale on E-size sheets. Scale and orientation of all site plans (excluding details and partial plans) shall be consistent throughout. All final reports shall also be provided on a CD.

All Draft documents will be submitted in a complete format. Incomplete documents will be considered deficient. All Final documents shall be submitted in a complete format. All Final Reports shall include the date of the Final Report.

Upon finalization of any applicable Report, the SC shall ensure that the associated recommendations are reflected in any related documents or estimates (e.g., Bridging Documents and Construction Cost Estimate (CCE)).

All narrative reports shall include a brief and concise executive summary, table of contents, and appropriate certification pages prepared for certification.

All analytical data shall be provided in a format compatible with NJDEP requirements.

Upon completion, and if required pursuant to a Task Order, the SC shall provide one electronic final copy of each deliverable in PDF, and the minimum number of printed copies of each deliverable according to the following schedule.

Report Title	No. of Printed Final Copies
Boundary and Utility/Topographic Surveys	6
Environmental Screening Report	5
Stormwater Management Reports	3
Preliminary Assessment Report	2
Preliminary Assessment Site Investigation Report	2
Remedial Investigation Work Plan	2
Remedial Investigation Report	2
Human Health Risk Characterization Report	2
Remedial Action Selection Report	2
Remedial Action Work Plan	2
Environmental Communications Plan	2
Environmental Quality Summary for School District	2
Health and Safety Guidance Summary for Visitors and Inspectors	2
Remedial Action Report	2
Response Action Outcome	2
Indoor Environmental Health Assessment	2
All Executed LSRP Forms	1
Traffic Reports	2
Acoustic Reports	2
Property Acquisition Environmental Cost Estimate Report	2
Wetland and Flood Hazard Assessment Verification Reports	2
Demolition Bid and Technical Specifications	1
Remediation Bid and Technical Specifications	1
Early Site Package Bid and Technical Specifications	1
Emergent or Existing Conditions Reports	2
Post Demolition Site Conditions Reports	2
Hazardous Material Survey Reports	2
Geotechnical Reports	2
Utility Investigation Reports	2
Regulatory Review Report	2
All other reports not listed	2

Format of Final Submissions Cover Page: all reports and CD labels shall include the following:

- Project Name
- Location
- District
- DOE number
- NJSDA Contract Number
- Task Order number (unique to SC and phase of project)
- Title of Deliverable
- SC name, address
- Date
- Lot and Block numbers



SDA Asbestos Guidance Document

Prepared by: Ronald F. Carper, Jr., P.G., Senior Program Officer

Dated: July 29, 2016

Subject: Guidance document for performing asbestos investigations, documentation, and abatement work in preparation for demolition activities

SDA Field Procedure Guidance

- Review existing data including design drawings, as-built drawings, project specifications, and any existing survey and/or laboratory information, if available.
- Request and review district documentation such as AHERA reports, 3 year re-inspections, as-built drawings, blueprints, and previous asbestos abatement reports.
- Include TEM analysis on all suspected ACM materials that have tested <1% asbestos or reported to be negative by PLM analysis previously, not just non-friable organically bound (NOB) materials.
- Use equipment that will allow visual examination of all accessible spaces.
- Confirm with the owner or owner's representative the exact area under investigation, exact nature of demolition/renovation, and identify all materials that will be disturbed or accessed.
- Determine whether the building will be totally or partially renovated and/or demolished.
- Determine and investigate each building's structural, mechanical, flooring, and roofing systems that are to be disturbed.
- Perform a comprehensive invasive investigation to identify suspect materials to be sampled and/or assumed to contain asbestos. Invasive investigations are not necessarily destructive investigations. The SDA considers invasive investigations to include coring, drilling, and other sample methodologies performed by qualified asbestos sampling technicians that are completed in occupied spaces, and sample locations are repaired after sample collection.
- Create a sampling plan based on suspect materials present and requirements of 40 CFR 763.86.
- Bulk sample all suspect materials that will be disturbed and not assumed to be asbestos and submit them to a certified laboratory for analysis. (A "Sample Asbestos-Containing Material List" is included as a last page to the Guideline. Note that this is not a comprehensive list of all potential Asbestos Containing Materials.)
- Document where asbestos materials exist and record their exact location, condition and quantity. "Condition" shall include a physical assessment to determine whether or not each asbestos material is "friable."



- Also document all sampled materials found to be negative for asbestos, including original location, condition, and quantity.

Destructive Investigation

- Many asbestos containing materials are located in concealed areas such as wall cavities, below ground level, and other hidden spaces. The SDA expects destructive investigation, as necessary, to gain access to these hidden spaces and to inspect them for suspect materials. The following guidelines constitute reasonable criteria for locating concealed materials for buildings that will not be re-occupied and are slated for demolition:
- Identify the different building systems which may involve concealed asbestos materials such as the heating/cooling system, domestic water lines, roof drainage lines, miscellaneous piping lines, duct work, underlying flooring or roofing, etc.
- Open hidden areas and inspect each system in at least three (3) locations for each area of construction.
- Focus the inspection on likely areas for suspect materials (i.e. where insulated pipe enters walls or ceilings, flooring systems, roofing systems, behind heating units, etc.).
- Include photo documentation of all invasive and destructive testing activities.
- Examine additional areas if results of inspections are inconsistent.
- Clearly list all concealed areas which have not been inspected, and explain why they were not inspected. Reasons may include: (1) records showing recent access to such spaces and sample results, (2) safety hazards, and (3) restrictions imposed by the SDA.
- For those asbestos surveys that include inaccessible concealed spaces, a qualified person shall be available during the project to address the potential of unidentified suspect materials becoming disturbed once work begins.
- Consultant shall discuss with the SDA the possible need to disconnect electrical power or other utilities during the destructive phase of the investigation. Destructive testing shall only occur when the building is unoccupied.

Typical Survey Report Format and Content

The survey report shall list the results of an asbestos survey in a manner to promote ease of comprehension. The survey report shall contain an introductory summary that briefly explains what will be found in the report. Documentation such as field data sheets and photographs shall appear in appendices of the report.

Background Information & Scope of Work:

- Date(s) of field inspection.
- Date of report submittal.
- Building address.



- Building owner including address and contact person.
- Description of area surveyed including any exclusions or limitations (be specific).
- Description of building status after survey, if known (Will the building be totally or partially renovated and/or demolished?)
- Name of report writer(s) and reviewer(s) including AHERA accreditation information.

Building Description:

- Building name, if any.
- Type of building i.e. commercial, warehouse, retail, residential, etc.
- Special features of building.
- Type of business.
- Approximate age of structures and dates of past renovations.
- Description of building systems such as structural system, mechanical system, roofing system, non-structural systems (not inherent to building), etc.

Qualified Inspector/Firm Affiliation/ Laboratory Information:

- Name(s) of Qualified Inspector(s) including certification number, inspectors signature and expiration date
- Inspector firm information including name, address, and phone number.
- Laboratory name and accreditation.
- Special instructions regarding type of analysis requested such as PLM, point counting, TEM.

Survey Methodology:

- Describe the inspection procedure being used, including the scope of the survey.
- Inventory the locations of homogeneous areas where samples are to be collected.
- Describe the sampling methods employed.
- If hidden or inaccessible areas are to be disturbed or are likely to be disturbed, provide a detailed description of the procedure used to find hidden suspect materials. (For example, if asbestos pipe insulation is suspected in a wall cavity, describe by location, where wall was opened for examination.) The Agency recommends that each building and non-structural (not inherent to building) system suspected of having asbestos materials be breached and sampled at a minimum of three locations.



Asbestos Identification Process:

- Prepare a sample and suspect asbestos material location plan.
- List all materials sampled and tested, including test results and date(s) collected.
- List all suspect materials assumed to contain asbestos; be specific in terms of quantity and location of materials.
- List whether homogeneous areas identified are surfacing material, thermal system installation, or miscellaneous material and indicate amount of suspect materials sampled; be specific.
- Describe exact location where each bulk sample is collected and assessment made of friability including reasons for assessment.
- Highlight in the inspection report any concealed areas that were not surveyed and that may contain undiscovered asbestos containing materials.
- Clearly list all hidden areas and list all potential asbestos containing materials that may be found.

Testing Requirements for All SDA Work:

The New Jersey Department of Labor requires negative TEM results to support investigation and abatement activities on all suspected ACM materials, not just for non-friable organically bound (NOB) materials. PLM analysis is also insufficient according to NJDOL to prove abatement clearance prior to demolition.

Sample Asbestos-Containing Material List

- Window Glazing
- Paper Fire Box in Walls
- Stucco
- Fire Doors
- Cement Pipes
- HVAC Duct Insulation
- Cement Board/Transite
- Boiler/Tank Insulation
- Duct Tape/Paper
- Breaching Insulation
- Furnace Insulation
- Ductwork Flexible Connections
- Vinyl sheet Flooring/Mastic
- Construction Mastics
- Vinyl Floor Tile/Mastic
- Acoustical Ceiling Texture (“popcorn”)
- Poured Flooring,
- Electrical Panel Partitions
- Pipe Insulation/Fittings
- Electrical Cloth



- Plaster/wall Joints
- Electrical Wiring Insulation
- Textured Paints/Coatings
- Chalkboards
- Ceiling Tiles/Panels/Mastic
- Roofing Shingles
- Spray-applied Insulation
- Built-up Roofing
- Blown-in Insulation
- Base Flashing
- Fireproofing
- Rolled Roofing
- Sink Insulation
- Caulking/Putties/Certain formulations of paint
- Packing Materials
- Incandescent Light Fixture Backing
- High Temperature Gaskets
- Joint Compound/Wallboard
- Lab Hoods/Table Tops
- Brick Mortar
- Fire Blankets
- Vinyl Wall Coverings
- Fire Curtains/Hose
- Vapor Barrier
- Cement Roofing Shingles
- Elevator Brake Shoes
- Gray Roofing Paint
- Asphalt Flooring
- Nicolet (white) Roofing paper
- Paper on backside of Fiberglass Insulation
- Sub-flooring Slip Sheet
- Laboratory Fume Hoods
- Mudded Pipe Elbow Insulation

Note: This list does not include every product that may contain asbestos. It is intended as a general guide to show which types of materials may contain asbestos.

ADMINISTRATIVE GUIDANCE REGARDING ENVIRONMENTAL REMEDIATION UNDERTAKEN BY THE NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY

May 1, 2017

A. Purpose.

The purpose of this administrative guidance is to delineate and clarify issues relevant to environmental remediation performed by the New Jersey Schools Development Authority (“NJSDA”) in connection with School Facilities Projects being constructed under the Educational Facilities Construction and Financing Act, N.J.S.A. 18A:7G-1, et seq. (“EFCFA”). It specifically provides guidance on the extent to which the NJSDA, as a governmental entity that has a defense to liability under the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11, et seq. (“Spill Act”), must remediate a property on which it is constructing a School Facilities Project.

B. Background.

The NJSDA is an instrumentality of the State of New Jersey exercising public and essential governmental functions. The NJSDA was specifically created to implement the Educational Facilities Construction and Financing Act (“EFCFA”), P.L. 2000, c. 72, as amended by P.L. 2007, c. 137, N.J.S.A. 52:18A-237, legislation enacted by the Legislature of the State of New Jersey to address inadequacies in the quality, utility and safety of public school facilities throughout the State and to meet the State constitutional mandate to provide a thorough and efficient system of free public schools.

In carrying out its legislative mission, the NJSDA is charged with the redevelopment of properties in certain designated school districts of this State (“SDA Districts”) for the construction of educational infrastructure (“School Facilities Projects”) and, in connection therewith, to protect the interests of the taxpayers of the State of New Jersey who ultimately bear the associated financial burden.

The NJSDA School Construction Program is financed through the sale of public bonds, the proceeds of which are to be used solely for the repair, renovation, and construction of School Facilities Projects (including, in some instances, the acquisition of real property through the exercise of eminent domain powers granted to NJSDA under P.L. 2007, c. 137 (N.J.S.A. 52:18A-238(d)) under a governance structure tailored to its mission to construct School Facilities Projects in such a manner as to both meet educational priorities and to responsibly control costs in furtherance of its express purpose. P.L. 2007, c.137, N.J.S.A. 52:18A-235.

C. NJSDA Governmental Entity Defense to Liability Under the Spill Act.

As a State governmental entity acquiring properties through eminent domain or by any other means and for the purpose of the redevelopment of properties for use as public schools, consistent with the governmental entity defense to liability set forth in the Spill Act at N.J.S.A. 58:10-23.11g.d.(4), the NJSDA has a defense to liability under the Spill Act for the remediation of pre-existing environmental contamination at properties it acquires.

**ADMINISTRATIVE GUIDANCE REGARDING ENVIRONMENTAL REMEDIATION
UNDERTAKEN BY THE NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY**

May 1, 2017

D. NJSDA Remediation of School Facilities Projects

Construction of School Facilities Projects under EFCFA, whether located on property owned by an SDA District or acquired by or designated for redevelopment by the NJSDA under EFCFA, may be found to have pre-existing soil and groundwater contamination caused by discharges of hazardous substances. Although the NJSDA is not the responsible party for the contamination, construction of School Facilities Projects on such properties may require, upon completion of a thorough environmental review process, appropriate remediation to ensure that the School Facilities Projects to be constructed thereon are protective of the health and safety of the children, faculty, staff, and public. The Site Remediation Reform Act (“SRRA”) of 2009 established the performance obligations for the remediation of contaminated sites and provides for the oversight of the remediation of such properties by a Licensed Site Remediation Professional (“LSRP”).

E. LSRP Oversight of Remediation of School Facilities Projects

In recognition of the NJSDA’s status as a governmental entity that has a defense to liability under the Spill Act in the instances described above, the NJSDA may limit the scope of the tasks to be performed by an LSRP it hires by limiting the LSRP’s work to a certain area or areas of concern (“AOC”) with regard to the remediation of a School Facilities Project.

For example, the NJSDA may limit the LSRP’s site tasks to the defined boundaries of the area subject to construction as described in the construction permit for the School Facilities Project (the “School Construction Site”).

Thus, in connection with an LSRP’s work on remediation of a School Construction Site, an LSRP may issue a Medium Specific response action outcome (“RAO”), as described in current Guidance for the Issuance of Response Action Outcomes (“RAO Guidance”), for each AOC located within the School Construction Site. In light of the fact that the LSRP will be hired for a specific set of AOC’s, the LSRP shall not be required to:

1. Perform an off-site groundwater quality investigation to delineate the extent of dissolved-phase groundwater contaminants, where continuing sources of the groundwater contaminants on the School Construction Site were remediated, and drinking water is to be provided to the School Facilities Project by a public community water system; or
2. Investigate vapor intrusion issues on adjoining or nearby off-site properties; or
3. Investigate or delineate off-site soil contamination. NJSDA, nonetheless, may elect to perform remediation work on property immediately adjacent to a School Construction Site in its sole discretion; or
4. Install monitoring wells, whether on-site or off-site, beyond any on-site monitoring wells prescribed by the LSRP as part of the NJSDA’s remediation of sources of dissolved phase groundwater contamination originating at areas of concern on the School Construction Site, provided that (i) the LSRP’s prescribed remediation, is, in the LSRP’s professional

**ADMINISTRATIVE GUIDANCE REGARDING ENVIRONMENTAL REMEDIATION
UNDERTAKEN BY THE NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY**

May 1, 2017

judgment, protective of the public health and safety at the School Construction Site; and (ii) the same are not necessary to demonstrate the effectiveness of the source remediation. NJSDA's remediation shall not preclude further remediation of groundwater contamination by anyone. Under the Technical Guidance for Investigating Child Care Centers and Educational Facilities, interior building conditions are within the purview of the New Jersey Department of Health.

Consistent with the intent and purposes of EFCFA, upon completion of the construction of a School Facilities Project equipped with required engineering controls, title to and long term environmental stewardship obligations and responsibilities are required to be performed by the SDA District. Those obligations and responsibilities may include the execution and delivery of an institutional control in the form of a deed notice for the School Construction Site, the retention of an LSRP for purposes of complying with conditions of a remedial action permit issued by the Department of Environmental Protection ("DEP") with respect to the School Construction Site, and the payment of all required administrative and remediation fees imposed by the DEP. Accordingly, any necessary remedial action permits shall name the SDA District, and not the SDA, as the permittee and/or the Person Responsible for Conducting the Remediation, along with other permittees and/or parties responsible for conducting the remediation, if necessary.

The NJSDA shall, upon transfer of a completed School Facility Project to a District, advise the District of the environmental remediation performed at the School Construction Site and inform the District, in writing, of any ongoing environmental stewardship obligations required of the District with respect to the School Construction Site, with a copy to the DEP.

With respect to AOC's identified on the School Construction Site, but which extend off-site, upon the issuance by the LSRP of a Response Action Outcome ("RAO") for such School Construction Site, the NJDEP shall revise its records and update its database to reflect that the NJSDA is no longer reflected as the Party Responsible for Conducting the Remediation.

While the scope of remediation to be performed by the LSRP may be limited as described in this document, if the LSRP obtains specific knowledge that a discharge has occurred on a contaminated site for which he or she is responsible, the LSRP shall: (1) notify the NJSDA, as the person responsible for conducting the remediation, of the existence of the discharge; and (2) notify the Department of Environmental Protection (DEP) of the discharge by calling the DEP's telephone hotline. NJSDA shall also be responsible for notifying the DEP of the existence of the discharge. These notification requirements shall not apply to a discharge that may be a result of the existence of historic fill material.

F. Department Review of Remediation of School Facilities Project

The DEP shall use its best efforts to complete its inspection and review, as appropriate, of the protectiveness of the remediation performed at a School Construction Site, as provided under N.J.S.A. 58:10C-23, as soon as practicable after the issuance by the LSRP of a final School Area of Concern RAO.

ENVIRONMENTAL SUMMARY MEMORANDUM

DATE:

TO: New Jersey Schools Development Authority
P.O. Box 991
Trenton, NJ 08625-0991

Attention: (Name of Program Officer - Real Estate)
(Name of Program Officer - Environmental)

FROM: (Name of Site Consultant and/or LSRP) _____
(Address) _____ (Initials)
(City, NJ ZIP)

RE: Municipality _____ County _____
Block _____ Lot(s) _____
Owner(s): _____
Environmental Status: No area of concern identified.

Offer Letter: A

A Preliminary Environmental Investigation, including a field inspection, of the above referenced property was conducted by (Name of Site Consultant and/or LSRP) on (Date). After reviewing the New Jersey Department of Environmental Protection (“NJDEP”) enforcement files, the National Priority List, NJDEP Data Miner, and the Known Contaminated Sites in New Jersey (KCSNJ) report issued by NJDEP, it has been determined by (Name of Site Consultant and/or LSRP) that there are no past or present enforcement claims/cases initiated against either the current or former owner(s) of the property.

During the field inspection no signs or potential sources of contamination were revealed. Furthermore, the present use of the property and its environmental history do not indicate the likelihood of potential contamination that would require additional investigation and/or remediation. However, should contamination be discovered on the property during construction, the property owner would incur cleanup and/or remedial costs, since the Authority reserves the right to seek cost recovery for any clean up or remediation costs resulting from such contamination.

The Site Remediation Reform Act (“SRRA”) of 2009 established the performance of obligations for the remediation of contaminated sites and provides for the oversight of the remediation of such properties by a Licensed Site Remediation Professional (“LSRP”).

Based upon the above summarized environmental investigation results, it is the opinion of (Name of Site Consultant and/or LSRP) that there are no environmental contamination concerns associated with this property. As a result, (Name of Site Consultant and/or LSRP) recommends that the Authority proceed with the acquisition of the subject property and anticipates that the property will not require any remediation

ENVIRONMENTAL SUMMARY MEMORANDUM

and/or cleanup of hazardous substances or waste or removal of solid waste. It should be noted that neither the determination of the environmental status of the property by (Name of Site Consultant and/or LSRP) nor the acquisition of the property by New Jersey Schools Development Authority affects NJDEP's jurisdiction over the property nor does it bind NJDEP in any way.

Reviewed/Approved by NJSDA Program Officer – Real Estate:

(Type name below signature line)

Reviewed/Approved by NJSDA Program Officer - Environmental:

(Type name below signature line)

Last Revised – March 18, 2020

ENVIRONMENTAL SUMMARY MEMORANDUM

DATE:

TO: New Jersey Schools Development Authority
P.O. Box 991
Trenton, NJ 08625-0991

Attention: (Name of Program Officer – Real Estate)
(Name of Program Officer - Environmental)

FROM: (Name of Site Consultant and/or LSRP) _____
(Address) _____ (Initials)
(City, NJ ZIP)

RE: Municipality _____ County _____
Block _____ Part of Lot(s) _____
Owner(s): _____
Environmental Status: Contamination on remainder only
(partial taking).

Offer Letter: B

A Preliminary Environmental Investigation, including a field inspection, of the above referenced property was conducted by (Name of Site Consultant and/or LSRP) on (Date). After reviewing the New Jersey Department of Environmental Protection (“NJDEP”) enforcement files, the National Priority List, NJDEP Data Miner, and the Known Contaminated Sites of New Jersey (KCSNJ) Report issued by NJDEP. **CHOOSE (A) OR (B)**

(A) It has been determined by (Name of Site Consultant and/or LSRP) that the NJDEP has commenced an enforcement action (NJDEP file # _____) against the current or former owner(s) of the property. NJDEP has identified the following environmental concerns regarding the property: **(list issues identified by NJDEP in the enforcement action)**. The status of these identified environmental concerns are: **(list the status of the NJDEP case and whether NJDEP is still investigating these concerns, whether they have required monitoring wells, etc)**.

(B) It has been determined by (Name of Site Consultant and/or LSRP) that there are no past or present enforcement claims/cases initiated by NJDEP against either the current or former owner(s) of the property.

The Site Remediation Reform Act (“SRRA”) of 2009 established the performance of obligations for the remediation of contaminated sites and provides for the oversight of the remediation of such properties by a Licensed Site Remediation Professional (“LSRP”).

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(or)

During the field inspection (no) signs or potential sources of contamination in the area to be acquired were revealed. However, as a result of **(list environmental concerns identified during the inspection)** observed during the visual inspection or **(list environmental concerns that indicated sampling was necessary)** concerns, (Name of Site Consultant and/or LSRP) conducted a site investigation of the property. This investigation did not reveal any reason to suspect the existence of contamination within the area to be acquired.

Based upon the above summarized environmental investigation results, it is the opinion of (Name of Site Consultant and/or LSRP) that there are environmental contamination concerns associated with the remainder of the property. As a result, while (Name of Site Consultant and/or LSRP) does not anticipate that the acquisition of the subject area will require any remediation and/or cleanup of hazardous substances or waste or removal of solid waste, future investigation or remediation may become necessary if contamination is subsequently discovered on the subject area during construction. A cost recovery action may be warranted should contamination be discovered in such a case. It should be noted that neither the determination by (Name of Site Consultant and/or LSRP) of the environmental status of the area to be acquired nor the Authority's acquisition of the subject area affects NJDEP's jurisdiction over the property nor does it bind NJDEP in any way.

Reviewed/Approved by NJSDA Program Officer – Real Estate:

(Type name below signature line)

Reviewed/Approved by NJSDA Program Officer – Environmental:

(Type name below signature line)

Last Revised – March 18, 2020

ENVIRONMENTAL SUMMARY MEMORANDUM

DATE:

TO: New Jersey Schools Development Authority
P.O. Box 991
Trenton, NJ 08625-0991

Attention: (Name of Program Officer – Real Estate)
(Name of Program Officer - Environmental)

FROM: (Name of Site Consultant and/or LSRP) _____
(Address) (Initials)
(City, NJ ZIP)

RE: Municipality _____ County _____
Block _____ Lot(s) _____
Owner(s): _____
Environmental Status: Possibly contaminated, due to past or
present use of property, or presence
of UST's (possible future cost recovery).

Offer Letter: C

A Preliminary Environmental Investigation, including a field inspection, of the above referenced property was conducted by (Name of Site Consultant and/or LSRP) on (Date). After reviewing the New Jersey Department of Environmental Protection ("NJDEP") enforcement files, the National Priority List, the NJDEP Data Miner, and the Known Contaminated Sites of New Jersey (KCSNJ) report issued by NJDEP, it has been determined by (Name of Site Consultant and/or LSRP) that there are no past or present enforcement claims/cases initiated against either the current or former owner(s) of the property.

The Site Remediation Reform Act ("SRRA") of 2009 established the performance of obligations for the remediation of contaminated sites and provides for the oversight of the remediation of such properties by a Licensed Site Remediation Professional ("LSRP").

During the field inspection no signs or potential sources of contamination were revealed. However, due to the present use of the subject property, its environmental history and/or the presence of underground storage tanks ("UST's") and/or piping, there may be some type of contamination located within the property that may be encountered during construction and require additional future investigation or remediation. As a result of these concerns, (Name of Site Consultant and/or LSRP) conducted a site investigation of this property on (Date). This site investigation did not reveal any reason to suspect the existence of contamination within the property.

ENVIRONMENTAL SUMMARY MEMORANDUM

Based upon the above summarized environmental investigation results, it is the opinion of (Name of Site Consultant and/or LSRP) that there are no environmental contamination concerns associated with this property. As a result, while (Name of Site Consultant and/or LSRP) does not anticipate that the acquisition of this property will require any remediation and/or cleanup of hazardous substances or waste or removal of solid waste, future investigation or remediation may become necessary if contamination is subsequently discovered on the property during construction. A cost recovery action may be warranted should contamination be discovered in such a case. It should be noted that neither the determination of the environmental status of the property by (Name of Site Consultant and/or LSRP) nor the Authority's acquisition of the property affects NJDEP's jurisdiction over the property nor does it bind NJDEP in any way.

Reviewed/Approved by NJSDA Program Officer – Real Estate:

(Type name below signature line)

Reviewed/Approved by NJSDA Program Officer - Environmental:

(Type name below signature line)

Last Revised – March 18, 2020

ENVIRONMENTAL SUMMARY MEMORANDUM

DATE:

TO: New Jersey Schools Development Authority
P.O. Box 991
Trenton, NJ 08625-0991

Attention: (Name of Program Officer – Real Estate)
(Name of Program Officer - Environmental)

FROM: (Name of Site Consultant or LSRP) _____
(Address) _____ (Initials)
(City, NJ ZIP)

RE: Municipality _____ County _____
Block _____ Lot(s) _____
Owner(s): _____
Environmental Status: Contamination present at levels not
requiring further investigation or
remediation.

Environmental Clause: D1

A Preliminary Environmental Investigation, including a field inspection, of the above referenced property was conducted by (Name of Site Consultant and/or LSRP) on (Date). After reviewing the New Jersey Department of Environmental Protection (“NJDEP”) enforcement files, the National Priority List, NJDEP Data Miner, and the Known Contaminated Sites of New Jersey (KCSNJ) report issued by NJDEP, it has been determined by (Name of Site Consultant and/or LSRP) that there are no past or present enforcement claims/cases initiated by NJDEP against either the current or former owner(s) of the property.

The Site Remediation Reform Act (“SRRA”) of 2009 established the performance of obligations for the remediation of contaminated sites and provides for the oversight of the remediation of such properties by a Licensed Site Remediation Professional (“LSRP”).

During the field inspection, _____ was observed. As a result of this, (Name of Site Consultant and/or LSRP) conducted a site investigation. This investigation identified several sources of soil contamination existing within the limits of the subject property. Specifically, (Name of Site Consultant and/or LSRP) found _____, but the levels did not exceed the NJDEP Non-Residential (Residential) Soil Remediation Standards. However, should additional contamination be discovered on the property during construction, the property owner would

ENVIRONMENTAL SUMMARY MEMORANDUM

incur cleanup and/or remedial costs, since the Authority would seek cost recovery for any clean up or remediation costs resulting from such contamination.

Notwithstanding the results of the environmental investigation discussed above, (Name of Site Consultant and/or LSRP) recommends that the Authority proceed with the acquisition of the subject property. It should be noted that neither the determination of the environmental status of the property by (Name of Site Consultant and/or LSRP) nor the Authority's acquisition of the property affects NJDEP's jurisdiction over the property nor does it bind NJDEP in any way.

Reviewed/Approved by NJSDA Program Officer – Real Estate:

(Type name below signature line)

Reviewed/Approved by NJSDA Program Officer - Environmental:

(Type name below signature line)

Last Revised – March 3, 2018

ENVIRONMENTAL SUMMARY MEMORANDUM

DATE:

TO: New Jersey Schools Development Authority
P.O. Box 991
Trenton, NJ 08625-0991

Attention: (Name of Program Officer – Real Estate)
(Name of Program Officer - Environmental)

FROM: (Name of Site Consultant and/or LSRP) _____
(Address) _____ (Initials) _____
(City, NJ ZIP)

RE: Municipality _____ County _____
Block _____ Lot(s) _____
Owner(s): _____
Environmental Status: Contamination detected, property owner
performing investigation/remediation
under NJDEP supervision.

Environmental Clause: D2

A Preliminary Environmental Investigation, including a field inspection, of the above referenced property was conducted by (Name of Site Consultant and/or LSRP) on (Date). After reviewing the New Jersey Department of Environmental Protection (“NJDEP”) enforcement files, the National Priority List, the NJDEP Data Miner, and the Known Contaminated Sites in New Jersey (KCSNJ) report issued by NJDEP, it has been determined by (Name of Site Consultant and/or LSRP) that the NJDEP has commenced an enforcement action (NJDEP file # _____) against the current or former owner(s) of the property. NJDEP has identified the following environmental concerns regarding the property: **(list issues identified by NJDEP in the enforcement action)**. The status of these identified environmental concerns are: **(list the status of the NJDEP case and whether NJDEP is still investigating these concerns, whether they have required monitoring wells, etc)**.

The Site Remediation Reform Act (“SRRA”) of 2009 established the performance of obligations for the remediation of contaminated sites and provides for the oversight of the remediation of such properties by a Licensed Site Remediation Professional (“LSRP”).

During the field inspection, _____ was observed. As a result of this, (Name of Site Consultant and/or LSRP) conducted an investigation of the property. This investigation identified several sources of soil contamination existing within the limits of the

ENVIRONMENTAL SUMMARY MEMORANDUM

subject property. Specifically, (Name of Site Consultant and/or LSRP) found _____ exceeding the NJDEP Non-Residential (Residential) Soil Remediation Standards. Based upon these findings and the environmental screening of the property, the owner would likely not be required to perform any additional investigation and cleanup or remediation under NJDEP guidelines and regulations, for the present use of the property. However, should additional contamination be discovered on the property during construction, the property owner would incur cleanup costs since the Authority would seek cost recovery for any clean up or remediation costs resulting from such additional contamination.

Notwithstanding the results of the environmental investigation discussed above, (Name of Site Consultant and/or LSRP) recommends that the Authority proceed with the acquisition of the subject property without seeking recovery of the estimated clean-up costs from the property owner, since the owner would not be required to do any further activities on the property in its present use. It should be noted that neither the determination of the environmental status of the property by (Name of Site Consultant and/or LSRP) nor the Authority's acquisition of the property affects NJDEP's jurisdiction over the property nor does it bind NJDEP in any way.

Reviewed/Approved by NJSDA Program Officer – Real Estate:

(Type name below signature line)

Reviewed/Approved by NJSDA Program Officer - Environmental:

(Type name below signature line)

Last Revised – March 18, 2020

ENVIRONMENTAL SUMMARY MEMORANDUM

DATE:

TO: New Jersey Schools Development Authority
P.O. Box 991
Trenton, NJ 08625-0991

Attention: (Name of Real Estate Specialist)

FROM: (Name of Site Consultant and/or LSRP)
(Address)
(City, NJ ZIP)

RE: Municipality _____ County _____
Block _____ Lot(s) _____
Owner(s): _____
Environmental Status: Contamination present with owner's
remediation costs estimated, but no
cost recovery.

Environmental Clause: D3a

A Preliminary Environmental Investigation, including a field inspection, of the above referenced property was conducted by (Name of Site Consultant and/or LSRP) on (Date). After reviewing the New Jersey Department of Environmental Protection ("NJDEP") enforcement files, the National Priority List, the NJDEP Data Miner, and the Known Contaminated Sites of New Jersey (KCSNJ) report issued by NJDEP, **CHOOSE (A) OR (B) BELOW**

- (A) it has been determined by (Name of Site Consultant and/or LSRP) that the NJDEP has commenced an enforcement action (NJDEP file # _____) against the current or former owner(s) of the property. NJDEP or the LSRP of record has identified the following environmental concerns regarding the property: **(list issues identified by NJDEP in the enforcement action)**. The status of these identified environmental concerns are: **(list the status of the NJDEP case and whether NJDEP is still investigating these concerns, whether they have required monitoring wells, etc)**.

- (B) it has been determined by (Name of Site Consultant and/or LSRP) that there are no past or present enforcement claims/cases initiated by NJDEP against either the current or former owner(s) of the property.

ENVIRONMENTAL SUMMARY MEMORANDUM

The Site Remediation Reform Act (“SRRA”) of 2009 established the performance of obligations for the remediation of contaminated sites and provides for the oversight of the remediation of such properties by a Licensed Site Remediation Professional (“LSRP”).

During the field inspection, _____ was observed. As a result of this, (Name of Site Consultant and/or LSRP) conducted an investigation of the property. This investigation identified several sources of soil contamination existing within the limits of the subject property. Specifically, (Name of Site Consultant and/or LSRP) found _____, exceeding the NJDEP Non-Residential (Residential) Soil Remediation Standards.

As part of the environmental studies conducted, (Name of Site Consultant and/or LSRP) prepared an estimate of the total environmental costs that the property owner would incur in addressing the contamination on site in order to develop the property to its highest and best use. The property owner would be expected to incur \$_____ in costs. However, should additional contamination be discovered on the property during construction, the property owner would incur further cleanup costs, since the Authority would seek cost recovery for any clean up or remediation costs resulting from such additional contamination.

Notwithstanding the results of the environmental investigation discussed above, (Name of Site Consultant and/or LSRP) recommends that the Authority proceed with the acquisition of the subject property without seeking recovery of the estimated clean-up costs from the property owner. The basis for the decision not to seek cost recovery is that the cleanup costs are not expected to significantly exceed normal construction costs, the contamination has the characteristics of ID27 and may be remediated on site and the contamination does not present a health risk. It should be noted that neither the determination of the environmental status of the property by (Name of Site Consultant and/or LSRP) nor the Authority’s acquisition of the property affects NJDEP’s jurisdiction over the property nor does it bind NJDEP in any way.

Reviewed/approved by NJSDA Real Estate Specialist:

Last Revised – March 18, 2020

ENVIRONMENTAL SUMMARY MEMORANDUM

DATE:

TO: New Jersey Schools Development Authority
P.O. Box 991
Trenton, NJ 08625-0991

Attention: (Name of Real Estate Specialist)

FROM: (Name of Site Consultant and/or LSRP)
(Address)
(City, NJ ZIP)

RE: Municipality _____ County _____
Block _____ Lot(s) _____
Owner(s): _____
Environmental Status: Contamination present with Authority's
remediation costs estimated, but no cost
recovery.

Environmental Clause: D3b

A Preliminary Environmental Investigation, including a field inspection, of the above referenced property was conducted by (Name of Site Consultant and/or LSRP) on (Date). After reviewing the New Jersey Department of Environmental Protection ("NJDEP") enforcement files, the National Priority List, the NJDEP Data Miner, and the Known Contaminated Sites of New Jersey (KCSNJ) report issued by NJDEP, it has been determined by (Name of Site Consultant and/or LSRP) that there are no past or present enforcement claims/cases initiated by NJDEP against either the current or former owner(s) of the property.

The Site Remediation Reform Act ("SRRA") of 2009 established the performance of obligations for the remediation of contaminated sites and provides for the oversight of the remediation of such properties by a Licensed Site Remediation Professional ("LSRP").

During the field inspection, _____ was observed. As a result of this, (Name of Site Consultant and/or LSRP) conducted an investigation of the property. This investigation identified several sources of soil contamination existing within the limits of the subject property. Specifically, (Name of Site Consultant and/or LSRP) found _____ exceeding the NJDEP Non-Residential (Residential) Soil Remediation Standards. Based upon these findings and the environmental screening of the property, the owner would likely not be required to perform any additional investigation and cleanup or remediation under NJDEP guidelines and regulations, for the present use of the

ENVIRONMENTAL SUMMARY MEMORANDUM

property. (Name of Site Consultant and/or LSRP) did prepare an estimate of the total environmental costs that the Authority would incur in addressing the contamination on site, in order to develop the property to its proposed use as a school. The Authority would be expected to incur \$_____ in costs.

However, should additional contamination be discovered on the property during construction, the property owner would incur cleanup or remediation costs, since the Authority would seek cost recovery for any such costs resulting from the additional contamination.

Notwithstanding the results of the environmental investigation discussed above, (Name of Site Consultant and/or LSRP) recommends that the Authority proceed with the acquisition of the subject property without seeking recovery of the estimated clean-up costs from the property owner, since the owner would not be required to perform any further cleanup or remediation of the property under its present usage. It should be noted that neither the determination of the environmental status of the property by (Name of Site Consultant and/or LSRP) nor the Authority's acquisition of the property affects NJDEP's jurisdiction over the property nor does it bind NJDEP in any way.

Reviewed/approved by NJSDA Real Estate Specialist:

Last Revised – March 18, 2020

APPENDIX C

COMPENSATION – PRICE PROPOSAL

{See the Attached Sheets}

SITE CONSULTANT SERVICES FOR SCHOOL FACILITIES PROJECTS

STANDARDIZED HOURLY RATES

Staff Category	Hourly Rate
SENIOR PROFESSIONAL STAFF (more than 15 years relevant experience, license, firm practice leader)	
Principal Architect / Principal Environmental Specialist / Principal PE	\$200
Project Manager	\$175
Engineering Manager / Sr. Environmental Specialist	\$175
Licensed Professional Engineer – Sr. Geotechnical Engineer	\$175
Licensed Site Remediation Professional (LSRP) – Professional Geologist	\$175
Sr. Certified Industrial Hygienist (CIH) – Indoor Environmental Health	\$175
Sr. Risk Assessor / Toxicologist	\$175
Historical & Cultural Resources Specialist	\$150
Expert Testimony (Litigation Support, Depositions)	\$175
Expert Testimony (Court Defense)	\$200
MID-LEVEL SUPPORT STAFF (more than 10 years relevant experience)	
Field Project Manager / Project Environmental Specialist	\$150
Project Geologist / Hydrogeologist / Biologist / Ecologist / Project Engineer	\$150
LEED Specialist / Commissioning Specialist / E-Rate Specialist	\$150
Specifications Writer / QA/QC Specialist / Construction Administrator	\$150
Geotechnical Engineer / Civil Engineer / Structural Engineer	\$150
Plumbing - Fire Protection Engineer / HVAC Engineer / Electrical Engineer	\$150
Educational Planner	\$150
Certified Industrial Hygienist (CIH) / Licensed Mold Inspector	\$150
Project Architect/ Staff Planner / Traffic Engineer / Acoustic Specialist	\$150
Landscape Architect / Environmental Specialist	\$125
Licensed Professional Engineer / Geotechnical / Construction Admin.	\$150
Health & Safety Specialist	\$150
Project Scientist / Licensed Mold / ACM/Haz Mat Inspector	\$125
Risk Assessor / Toxicologist	\$125
Staff Architect	\$125
Cost Estimator / Scheduling Specialist	\$100
CAD / Draftsperson	\$95
TECHNICAL STAFF (less than 10 years relevant experience)	
Environmental Scientist / Environmental Staff	\$105
Geologist / Hydrogeologist	\$105
Data Validation Chemist	\$105
Site Engineer (EIT) / Demolition Oversight / CM	\$105
Health & Safety Personnel	\$105
Haz Mat Sampling Technician	\$95
Biologist - Ecologist	\$105
Administrative / Clerical	\$65
Field Sampling Personnel – Noise / Traffic / Air Data Collection	\$95

APPENDIX D

INSURANCE CERTIFICATES

{See the Attached Sheets}

APPENDIX E

OTHER DOCUMENTATION

{See the Attached Sheets}

- 1. BUSINESS REGISTRATION**
- 2. PL 2005, CHAPTER 51 APPROVAL**
- 3. SOURCE DISCLOSURE CERTIFICATION FORM**
- 4. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**
- 5. OWNERSHIP DISCLOSURE FORM**
- 6. CERTIFICATION OF NON-DEBARMENT FORM**
- 7. ADDENDA**

APPENDIX F

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE AND ANTIDISCRIMINATION PROVISIONS

FOR NJSDA GOODS and SERVICES AGREEMENTS

For all regulatory and statutory language cited below, all references to “contractor” shall be deemed to refer to the holder of the relevant Goods and Services contract.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.A.C. 17:27-1.1 et seq.
(Implementing N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127))

EXHIBIT A

(For 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 **N.J.A.C. 17:17-1.1**.

Antidiscrimination Provisions of N.J.S.A. 10:2-1

§ 10:2-1. Antidiscrimination provisions

Antidiscrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

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

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

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

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

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

ATTACHMENT C

STANDARDIZED HOURLY RATES

SITE CONSULTANT SERVICES FOR SCHOOL FACILITIES PROJECTS

STANDARDIZED HOURLY RATES

Staff Category	Hourly Rate
SENIOR PROFESSIONAL STAFF (more than 15 years relevant experience, license, firm practice leader)	
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Project Manager	\$175
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Licensed Professional Engineer – Sr. Geotechnical Engineer	\$175
Licensed Site Remediation Professional (LSRP) – Professional Geologist	\$175
Sr. Certified Industrial Hygienist (CIH) – Indoor Environmental Health	\$175
Sr. Risk Assessor / Toxicologist	\$175
Historical & Cultural Resources Specialist	\$150
Expert Testimony (Litigation Support, Depositions)	\$175
Expert Testimony (Court Defense)	\$200
MID-LEVEL SUPPORT STAFF (more than 10 years relevant experience)	
Field Project Manager / Project Environmental Specialist	\$150
Project Geologist / Hydrogeologist / Biologist / Ecologist / Project Engineer	\$150
LEED Specialist / Commissioning Specialist / E-Rate Specialist	\$150
Specifications Writer / QA/QC Specialist / Construction Administrator	\$150
Geotechnical Engineer / Civil Engineer / Structural Engineer	\$150
Plumbing - Fire Protection Engineer / HVAC Engineer / Electrical Engineer	\$150
Educational Planner	\$150
Certified Industrial Hygienist (CIH) / Licensed Mold Inspector	\$150
Project Architect/ Staff Planner / Traffic Engineer / Acoustic Specialist	\$150
Landscape Architect / Environmental Specialist	\$125
Licensed Professional Engineer / Geotechnical / Construction Admin.	\$150
Health & Safety Specialist	\$150
Project Scientist / Licensed Mold / ACM/Haz Mat Inspector	\$125
Risk Assessor / Toxicologist	\$125
Staff Architect	\$125
Cost Estimator / Scheduling Specialist	\$100
CAD / Draftsperson	\$95
TECHNICAL STAFF (less than 10 years relevant experience)	
Environmental Scientist / Environmental Staff	\$105
Geologist / Hydrogeologist	\$105
Data Validation Chemist	\$105
Site Engineer (EIT) / Demolition Oversight / CM	\$105
Health & Safety Personnel	\$105
Haz Mat Sampling Technician	\$95
Biologist - Ecologist	\$105
Administrative / Clerical	\$65
Field Sampling Personnel – Noise / Traffic / Air Data Collection	\$95

ATTACHMENT D

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

NJSDA Contract No: _____ Project Description: _____

Bidder Name and Address: _____

PART 1

BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25 (codified at N.J.S.A. 52:32-55, et seq.) (the "Act"), any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the New Jersey Schools Development Authority ("NJSDA") must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the list created and maintained by the New Jersey Department of the Treasury ("Treasury") (referred to hereinafter as the "Chapter 25 List") as a person or entity engaging in investment activities in Iran. The Chapter 25 List is located at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review the Chapter 25 List prior to completing the below certification. **Failure to complete the certification and/or to submit a completed Disclosure form will render the Bidder's proposal non-responsive.** If the NJSDA finds a person or entity to be in violation of the law, it shall take action as may be appropriate and permitted by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and/or seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

A. <input type="checkbox"/>	I certify, pursuant to the Act, that neither the Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the Chapter 25 List. Disregard Part 2 and complete and sign the Certification below.
B. <input type="checkbox"/>	I am unable to certify as above because the Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

PART 2

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Bidder, or any of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran below:

ENTITY NAME: _____

RELATIONSHIP TO BIDDER: _____

DESCRIPTION OF ACTIVITIES: _____

DURATION OF ENGAGEMENT: _____

ANTICIPATED CESSATION DATE: _____

BIDDER CONTACT NAME: _____

BIDDER CONTACT PHONE NO.: _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Bidder, that the foregoing information and any attachments hereto, are true and complete. I acknowledge that the NJSDA is relying on the information contained herein, and that the Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the NJSDA to notify the NJSDA in writing of any changes to the information contained herein. I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the NJSDA, permitting the NJSDA to declare any contract(s) resulting from this certification void and unenforceable.

Signature: _____ Date: _____

Print Name and Title: _____

ATTACHMENT E

SOURCE DISCLOSURE CERTIFICATION FORM

SOURCE DISCLOSURE CERTIFICATION FORM

Bidder: _____

Contract No.: _____

I hereby certify and say:

1. I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Bidder.
2. The Bidder submits this Certification as part of a bid proposal in response to the referenced solicitation issued by the New Jersey Schools Development Authority (the “Authority”), in accordance with the requirements of N.J.S.A. 52:34-13.2.
3. The following is a list of every location where services will be performed by Bidder and all subcontractors. If any of the services cannot be performed within the United States, the Bidder shall state, with specificity, the reasons why the services cannot be performed in the United States.

Bidder or Subcontractor	Description of Services	Performance Location(s) by Country	Reason Services Cannot be Performed in U.S.

4. Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Bidder to the NJSDA.
5. I understand that, after award of a contract to the Bidder, it is determined that the Bidder has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the NJSDA that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Bidder shall be deemed in breach of contract, which contract will be subject to termination for cause.
6. I further understand that this Certification is submitted on behalf of the Bidder in order to induce the Authority to accept a bid proposal, with knowledge that the Authority is relying upon the truth of the statements contained herein and that I am under a continuing obligation from the date of this certification through the

completion of any contracts with the NJSDA to notify the NJSDA in writing of any changes to the information contained herein.

7. I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the NJSDA, permitting the NJSDA to declare any contract(s) resulting from this certification void and unenforceable.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Bidder: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

ATTACHMENT F

OWNERSHIP DISCLOSURE FORM



**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230**

OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: _____ **VENDOR {BIDDER}:** _____

**ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE THE
INFORMATION REQUESTED PURSUANT TO N.J.S.A. 52:25-24.2.**

PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

PART 1

YES NO

Are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}?

If you answered, "YES" above, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class; (b) all individual partners in the partnership who own a 10 percent or greater interest therein; or, (c) all members in the limited liability company who own a 10 percent or greater interest therein.

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

Attach Additional Sheets If Necessary.

PART 2

YES NO

Of those entities disclosed above owning a 10% or greater interest in the Vendor {Bidder}, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed entities?

If you answered, "YES" above, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class; (b) all individual partners in the partnership who own a 10 percent or greater interest therein; or, (c) all members in the limited liability company who own a 10 percent or greater interest therein. Please note that this disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been identified.

Name of the entity listed above to which the disclosure below applies: _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____ STATE _____ ZIP _____

Attach Additional Sheets If Necessary.

PART 3

As an alternative to completing this form, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

ATTACHMENT G

CERTIFICATION OF NON-DEBARMENT FORM

NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY

CERTIFICATION OF NON-DEBARMENT FORM

NJSDA Contract No: _____

Contract Name: _____

Bidder Name: _____

Bidder Address: _____

STATEMENT OF NON-DEBARMENT OF BIDDER OR ASSOCIATED ENTITIES

Pursuant to Public Law 2019, c.406 (codified at N.J.S.A. 52:32-44.1), I, the undersigned, being duly authorized to complete this certification on behalf of the above-named Bidder, hereby certify and attest, under penalty of perjury, that:

- The Bidder is not debarred at the federal level from contracting with the federal government; and
- None of the parent entities, subsidiaries, or affiliates identified on the *Ownership Disclosure Form* submitted by the Bidder in connection with the procurement for the above-referenced NJSDA Contract Number as owning 50% or more of the Bidder are debarred at the federal level from contracting with the federal government.

Failure to complete and submit this Certification Form will render the Bidder's proposal non-responsive. If the NJSDA finds a person or entity to be in violation of the law, it shall take action as may be appropriate and permitted by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and/or seeking debarment or suspension of the party.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Bidder, that the foregoing information and any attachments hereto, are true and complete. I acknowledge that the NJSDA is relying on the information contained herein, and that the Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the NJSDA to notify the NJSDA in writing of any changes to the information contained herein. I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the NJSDA, permitting the NJSDA to declare any contract(s) resulting from this certification void and unenforceable.

Signature: _____

Print Name: _____

Title: _____

Date: _____