

NOTICE

Notice is hereby given that the Board of County Commissioners of the County of Burlington, New Jersey, that pursuant to N.J.S.A. 19:44A-20.4 et seq., it is issuing Requests for Qualification (RFQs) on behalf of itself and Rowan College at Burlington County, the Burlington County Bridge Commission, the Burlington County Institute of Technology/ Special Services School and the Burlington County Library Commission (hereinafter "Shared Services Entities") requesting responses from qualified professionals for the purpose of creating a pool(s) for use by the Shared Services Entities within calendar years 2025-2027 for the following services:

Engineering and Related Services

NOTE: It is the intention of the County and the Shared Service Entities that the pool(s) of professionals to be created by virtue of this RFQ(s) shall supersede any pools created by the Shared Services Entities for the designated professionals that are presently in effect.

Specifications as to required experience, knowledge and relevant qualifications are contained in the RFQ(s).

Copies of the Requests for Qualifications forms are available on the Burlington County website <http://www.co.burlington.nj.us/904/RFP-RFQ-Listing> or, upon request, at the Burlington County Solicitor's Office, 49 Rancocas Road, P.O. Box 6000, Mount Holly, New Jersey 08060. All interested qualified candidates are encouraged to download the RFQs from the website. Questions regarding the RFQs should be directed in writing to Ashley H. Buono, County Solicitor (abuono@co.burlington.nj.us).

Responses must be submitted to the Burlington County Solicitor's Office, 49 Rancocas Road, P.O. Box 6000, Mount Holly, New Jersey 08060 on or before the date of the RFQ opening October 18, 2024 at 2:00 PM. Any responses received after said opening, whether by mail or otherwise will be returned unopened. No responses will be accepted after the above referenced date. Qualifications must be submitted in sealed envelopes with the name of the applicable RFQ clearly marked on the outside of the envelope. Responses may not be e-mailed, faxed or transmitted over the telephone.

It is recommended that each response be hand delivered to the Solicitor's Office. The County assumes no responsibility for delays in any form of carrier, mail or delivery service causing the proposal to be received at the Solicitor's Office later than the above-referenced scheduled opening. Nothing herein is intended to exclude any responsible qualified professionals or in any way restrain or restrict competition. All responsible qualified professionals are encouraged to submit proposals.

The Board of County Commissioners of the County of Burlington reserves the right to accept or reject any or all responses submitted in the best interest of the County and the Shared Services Entities and the Board further reserves the right to waive any defect or informality in any proposal should it be in the best interest of the County and/or the Shared Services Entities.

Responders to the RFQs are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and submit a Conflict of Interest Certification.

The Requests for Qualifications do not constitute a bid(s) and is intended solely to obtain competitive responses from which the County may create a pool of eligible contractors to perform services as needed by the Shared Services Entities. It is the County's intent that no statutory, regulatory, or common law bidding requirement apply to the Requests for Qualifications. The County and the Shared Services Entities intend to award any contracts for services pursuant to all applicable statute(s) and or regulation(s).



*Board of County Commissioners of the County
of Burlington/Shared Services Entities*

2025-2027

**REQUEST FOR QUALIFICATIONS FOR YEARLY POOL OF
DULY QUALIFIED ENGINEERING AND RELATED SERVICES**

***PLEASE SUBMIT 3 ORIGINAL PAPER COMPLETE SETS (1 UNBOUND)
OF RFQ RESPONSES WITH 1 COMPLETE COPY ON CD/DVD IN "TIFF"
FORMAT AND 1 COPY ON "USB FLASH DRIVE" IN PDF FORMAT**

RFQ OPENING DATE: OCTOBER 18, 2024 AT 2:00 PM

RETURN RESPONSES TO:

Burlington County Solicitors Office
Attn: Ashley H. Buono, County Solicitor
49 Rancocas Road
P.O. Box 6000
Room 225
Mount Holly, NJ 08060

Telephone Number: (609) 265-5289
Burlington County Web Site: <http://www.co.burlington.nj.us>

IMPORTANT

It is recommended that each response be hand delivered to the Solicitor's Office. The County assumes no responsibility for delays in any form of carrier, mail or delivery service causing the Request for Qualifications ("RFQ") to be received at the Solicitor's Office later than the above-referenced scheduled RFQ opening date. **Any response not in the possession of the Solicitor's Office by the specified time of RFQ opening will not be accepted and will be returned unopened. No exceptions or waivers will be granted.**

**RESPONSE TO 2025-2027 POOL OF DULY
QUALIFIED ENGINEERING AND RELATED
SERVICES FOR COUNTY OF BURLINGTON/
SHARED SERVICES ENTITIES
DATE/LOCAL TIME: OCTOBER 18, 2022 AT 2:00
PM**

-----FOLD HERE -----

FROM:

AFFIX
STAMP
HERE

**TO: BURLINGTON COUNTY SOLICITORS OFFICE
49 RANCOCAS ROAD
P O BOX 6000
ROOM 225
MOUNT HOLLY NJ 08060
ATTN: RFQ ENGINEER RESPONSE DUE
BY DATE: OCTOBER 18, 2024 AT 2:00 PM**

**REQUEST FOR QUALIFICATIONS ("RFQ")
FOR RESPONSE TO 2025-2027 POOL OF DULY QUALIFIED
ENGINEERING AND RELATED SERVICES FOR COUNTY OF
BURLINGTON/SHARED SERVICES ENTITIES**

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CHECK LIST
Your RFQ WILL NOT be considered complete unless all items listed below are included with your package.

<u>TITLE</u>	<u>SECTION</u>	<u>RESPONDER CHECK OFF</u>
RFQ Form:	2 00 (signed & attached)	_____
Addenda certification # _____	3.05 (signed & attached)	_____
Statement from Insurance Broker:	1.02 & 4.08	_____
Statement of Ownership:	3.18 & 4.01 (attached)	_____
Hold Harmless/Indemnification:	3.21 & 4 02(signed & attach)	_____
Non-Collusion Certification:	4.03 (signed & attached)	_____
Affirmative Action:	3.15 & 4.04 (attached)	_____
Affirmative Action Questionnaire:	4.05	_____
Statement of Qualification Questionnaire:	4.06	_____
State of New Jersey Business Registration Certificate:	3.25 & 4.07 (attached)	_____
Conflict of Interest Certification	4.09 (attached)	_____
Certification Concerning Submission	4.10 (attached)	_____
Reports Concerning Experience	4.11 (attached)	_____
Fee Schedule	4.12 (see 1.06G)	_____
Consultant RFQ Response Forms	4.13 (attached)	_____
Authorized signatures on all forms		_____
Reviewed by/ Date Reviewed:		

By: _____ Date: _____

COUNTY OF BURLINGTON, NEW JERSEY

1.00 GENERAL SPECIFICATIONS

1.01 INTENT AND SCOPE OF SERVICES

The intent of this Request For Qualifications ("RFQ") is to create a pool of pre-qualified Engineering and Related Services firms with which Burlington County will enter into open-ended contracts which then may be retained by the Board of County Commissioners of the County of Burlington, the Burlington County Bridge Commission, Rowan College at Burlington County, the Burlington County Institute of Technology/Special Services Schools and the Burlington County Library (Shared Services Entities) for specific projects.

NOTE: FIRMS APPROVED AND INCLUDED IN THIS POOL MAY BE UTILIZED BY ANY SHARED SERVICES ENTITY FOR SPECIFIC ASSIGNMENTS IN THE DISCIPLINE(S) COVERED BY THE RESPECTIVE OPEN-ENDED CONTRACT.

Firms responding to this RFQ should have extensive experience, knowledge and requisite qualifications in various disciplines listed. Additional information required as described in the "MANDATORY CONSULTANT RFQ RESPONSE FORM" attached must be completed and returned with the Statement of Qualifications

This RFQ does not constitute a bid and is intended solely to obtain competitive Responses from which the Shared Services Entities may choose a contractor(s) that best meet(s) its needs. No statutory, regulatory, or common law bidding requirement apply to this RFQ. The Shared Services Entities intend to award contracts, for the detailed services pursuant to all applicable statutes and regulations.

SCOPE OF SERVICES

A variety of projects encompassing any of the listed required services is possible. Firms would be required to process all required federal, state and local permit applications. The specific extent and scope of the engineering services require for any given project shall be subject to the approval and control of the appropriate representative of the Shared Services Entity awarding the contract.

The successful firm(s) shall comply will all applicable federal, state and local statutes, rules and regulations.

The scope of services for which responses to this RFQ are being requested are:

1. Bridge/Culvert Design
2. Bridge Inspections
3. Building Demolition Plans and Specifications (including asbestos inspection, mitigation and abatement)

4. Construction Inspection/Management (a) road/bridge (b) recreation (c) building/structure
5. Dam (design, inspection and permitting)
6. Design, Construction, Permitting and Operation of Wastewater Treatment Facilities (septic systems, package treatment plants, conventional biological treatment plants and industrial (landfill leachate) treatment facilities)
7. Design, Construction and Technical Assistance in regard to Operation and Maintenance of Sanitary Landfills (capping, cell design, leachate collection system, gas collection systems, annual topographic survey/capacity report, bioreactor design/operation)
8. Drainage Design
9. Electrical and Mechanical Engineering (including plumbing, HVAC and movable bridge)
10. Environmental Site Remediation (ie , asbestos, soil, wetlands, hazardous waste, etc.)
11. Environmental Studies, Assessments and Permitting (archeological, historical, rare and endangered species, wetland, UST, hydrologic studies, etc.)
12. Geotechnical Design, Investigation & Lab Services
13. General Solid Waste Facility Design, Permitting and Technical Regulatory Assistance
14. Geotechnical Engineering: Including, but not limited to, mechanically stabilized earth walls for vertical landfill expansion; exposed geomembrane caps and ballasts; and landfill design, construction and operation
15. G1S/Mapping Services (including GPS fieldwork)
16. Hazardous Waste Management, including, but not limited to, the planning, permitting, design operation and management of hazardous waste transfer and storage facilities
17. Highway Design and Permitting
18. Intersection Design (including traffic signal and roundabout design)
19. ITS Design (ATMS, Network analysis, CCTV, Conduit DMS)
20. Landscape Architecture

21. Leadership in Energy and Environmental Design (LEED) Consultant MUST be LEED certified
22. Marine/Waterfront Design and Permitting (bulkheads, piers, docks, boat ramps, etc.)
23. Material Testing (field, lab & plant inspection for hot mixed asphalt, concrete & soil)
24. NJDEP — certified laboratory analysis
25. Open Space/Park/Site Design and Permitting (including grading, stormwater, etc.)
26. Process Control Systems Engineer for landfill gas and leachate management systems
27. Solid Waste/Recycling Planning
28. Structural Engineering
29. General Surveying (including property, highway and topographical)
30. Farmland Preservation Easement Survey
31. Open Space/Green Acres Survey
32. Traffic Studies (vehicle, pedestrian & bicycle; CORISM may be required for simulation purposes)
33. Transportation Planning
34. Watershed Planning, Design and permitting (wetland construction/ restoration, surface/groundwater quality modeling, soil erosion and sediment control planning, etc.)
35. Water Quality/Supply Planning and Management (sample collection analyses, WQ modeling, EIS, QA/QC, QAPP, water demand analyses, etc.)
36. Water Supply, Treatment and Distribution
37. Engineering and design services for industrial storage and warehouse structures
38. Licensed Site Remediation Professional (LSRP)

39. Geotechnical Quality Control and Quality Assurance for construction of sanitary landfill containment systems
40. Facility Design, Permitting and Operations Experience for composting of biosolids and/or source separated organics from municipal solid waste.
41. NBIS Inspection
42. Site/Civil
43. Stormwater Management
44. Review Surveyor
45. Toll Plaza Design
46. Underwater Inspection
47. Project Management for Construction Services
48. Elevator Modernization
49. Elevator Replacement
50. Elevator Inspection
51. Mechanical (HVAC) Design
52. Electrical Design
53. Plumbing Design
54. Hospital/Health/Medical Treatment Facilities
55. Athletic Facilities

1.02 INSURANCE REQUIREMENTS (THE COUNTY RECOMMENDS YOU SEND THIS SECTION TO YOUR INSURANCE BROKER)**

Prior to commencing work under any amendment to the initial open-ended contract for a specific project, the proposed professional services provider shall furnish the Shared Services Entity with a certificate of insurance as evidence that it has procured the insurance coverage required herein. This coverage must be provided by a carrier approved by the Shared Services Entity and rated appropriately through AM Best Firms must give the Shared Services Entity a thirty (30) day notice of cancellation, non-renewal or change in insurance coverage. **Proof of existing coverage at the required levels of insurance or a certification from firm's insurance broker**

stating that firm can obtain this coverage is a necessary requisite of a proper response to RFQ.

A professional service provider selected to be qualified to be placed in the pool shall provide and maintain at least the following minimum limits of insurance coverage during the period of the open-ended contract, or any amendment thereto, resulting from this RFQ:

The FIRM shall secure and maintain the following insurance coverage during the term of this Agreement:

- a. Statutory Worker's Compensation and Employer's Liability Insurance; and
- b. Commercial General Liability including Products Completed Operations coverage for Personal Injury and Property Damage of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) annual aggregate.
- c. Comprehensive Automobile Bodily Injury and Property Damage Liability coverage of not less than \$1,000,000 combined single limit; and
- d. Professional Liability/Errors and Omissions insurance coverage of not less than \$1,000,000 each wrongful act, \$2,000,000 aggregate.

Prior to the effective date of this Agreement, and as a condition precedent to its taking effect, the FIRM shall provide a Certificate of Insurance as verification of the existence of said insurance policies. Approval of the coverage and the Certificate by the Insurance and Risk Management Division is a precedent to the taking effect of this Agreement. The Certificate must name the Board of County Commissioners of the County of Burlington, Burlington County Bridge Commission, Rowan College at Burlington County, the Burlington County Institute of Technology/Special Services Schools and the Burlington County Library as an additional insured and should be issued to:

Board of County Commissioners of the County of Burlington
Attn: Insurance and Risk Management Division
49 Rancocas Road, P.O. Box 6000
Mt. Holly, NJ 08060-6000

All above-mentioned insurance policies shall be primary and noncontributory to any other insurance or self-insurance maintained by Burlington County.

Approval of the coverage and the Certificate by the appropriate representative of the Shared Services Entity is a precedent to the taking effect of this Agreement. The Certificate should be issued to the name and address of the Shared Services Entity.

*****Prospective Firm should recognize that Commercial General Liability and Professional Liability limits FLOOR values are listed. For projects/contracts requiring more responsibility, risk or greater sophistication an increased level of coverage will be necessary. These amounts will be determined by the Shared Services Entity on a case by case basis.***

Each Certificate of Insurance shall contain a statement that the policy applies to all operations of the project which are undertaken by the insured during the performance of this contract. In addition, each Certificate of Insurance shall contain the following information or statements:

1. Name and address of insured.
2. A statement that the Shared Services Entity is an Additional Insured under Commercial General Liability.
3. The number and description of each policy in force on the date of the Certificate.
4. The expiration date of each policy shown as well as the amount of coverage for each policy.
5. The name and number of this contract as shown on the cover of this package.
6. A statement showing the method of cancellation. If cancellation may be affected by the giving of notice to the insured and the Shared Services Entity by the insurer, the policy and Certificate must provide that cancellation shall not be effective until ten (10) days after receipt of such notice by the said Shared Services Entity.

During the term of any contract, it shall be the responsibility of the Responder to provide the Shared Services Entity with additional Certificates of Insurance in compliance with the above showing current coverage when any insurance policy for the above-listed coverage expires.

1.03 COUNTY REPRESENTATIVE

The County Representative is as follows:

Ashley H. Buono, County Solicitor
49 Rancocas Road, P.O. Box 6000
Mount Holly, New Jersey 08060
Telephone Number (609) 265-5289
email: abuono@co.burlington.nj.us

This person is designated as the County Representative for this RFQ. The designee of the Shared Services Entity will be the point of contact for contractual and payment issues after execution of any contract and shall be responsible for all contract administration matters.

1.04 ELIGIBILITY OF RESPONDER

To be deemed qualified for inclusion in the pool of professional services providers for Shared Services Entity projects, a Responder must submit proofs demonstrating that it meets the minimum necessary professional qualifications, has all necessary licenses or certifications and has submitted the "Consultant RFQ Response Form Mandatory Information" (Form 4.13) for each discipline for which they seek to be qualified.

1.05 RFQ EVALUATION PROCESS AND RANKING METHODOLOGY

An RFQ Review Committee shall be established which shall consist of representatives from the appropriate Shared Services Entities. The RFQ Review Committee shall evaluate each submission based upon the criteria set forth below. Responders must satisfy the following qualification criteria to be selected as a member of the pool:

A. Provide the name and address of the firm and the corporate officer authorized to execute contracts on the firm's behalf. Briefly describe your firm's history, ownership and organizational structure Proof of licenses to do business in the State of New Jersey as set forth in this RFQ must be provided. Provide a statement by the corporate office with the requisite knowledge and authority that your firm is not currently legally barred or in violation of any federal, state or local regulations that would impact on the firm's ability to provide services as designated in this RFQ.

B. Provide proof they meet the minimum necessary professional qualifications, licenses and/or certifications for each discipline in which they seek to be qualified.

C. A proven record of experience, including references, in providing the type of services required, including experience related to government projects involving the type of services for which the Responder seeks to be qualified and included in the pool.

D. Provide evidence of the qualifications and experience of key team members who will be actively involved in the work, including resumes for each.

E. Provide proof as to the Responder's approach to cost control and scheduling/phasing, including the ability to provide services in a timely manner.

F. Provide a standardized schedule of fees for each type of professional service for which the Responder seeks to be qualified, setting forth the job title and hourly rate of payment of each type of employee envisioned to perform such services.

G. Provide the location of offices, describe your firm's regional, statewide and local service capabilities and identify the office(s) out of which the key team members set forth in D above work.

H. The quality of the RFQ, including the completeness and quality of the Submission.

The RFQ Review Committee shall submit a report to the Board of County Commissioners of the County of Burlington making recommendation as to those responders deemed qualified to be members of the pool. Final determination as to which responders shall be included in the pool shall be in the discretion of the Commissioner Board and the Board shall adopt a Resolution establishing the pool of qualified firms for Shared Services projects. Each pool member shall be required to execute an open-ended contract for a nominal consideration amount as a necessary

prerequisite to being eligible to be awarded contracts for specific project by a Shared Services Entity.

1.06 RFQ RESPONSE REQUIREMENTS

Responders shall submit three 3 original paper complete sets of RFQ responses with 1 complete copy on CD/DVD in "TIFF" format and 1 copy on "USB flash drive" in PDF format of the Response, INCLUSIVE OF ALL REQUIRED INFORMATION to the Burlington County Solicitor's Office, via mail or hand delivery to: 49 Rancocas Road, P.O. Box 6000, Room 225, Mount Holly, New Jersey 08060. Responses must be received on or before the scheduled RFQ Opening date and time of **OCTOBER 18, 2024 AT 2:00 PM**. Responses sent via electronic mail will not be accepted.

****A complete RFQ submission must include a "Consultant RFQ Response Form".**

Hard copy responses must contain a manual signature, in blue ink, of an authorized representative of the Responder. RFQs must be typed or printed in blue or black ink

The company name must appear on each page of the RFQ. Each page of the RFQ must be sequentially numbered RFQs not including standardized fee schedules and hourly rates will be considered non-responsive and shall be rejected

The content and sequence of each RFQ must comply with the following format, including and identifying the following:

1. Cover Letter. The Cover Letter shall include a brief general statement of interest, availability, and commitment to perform services, qualifications for selection; and signature of an authorized officer of the firm having legal authority to do so.
2. Statement of Qualifications. Attach completed Form 4.06.
3. Conflict of Interest Certification. Attach completed Form 4.09.
4. Table of Contents. The Table of Contents shall identify the contents of the RFQ in the following order:
 - A. Firm Information and Representations. Provide the name and address of the firm and the corporate officer authorized to execute contracts on the firm's behalf. Briefly describe your firm's history, ownership and organizational structure. Proof of firm's licenses to do business in the State of New Jersey as set forth in this RFQ must be provided. Provide a statement by the corporate officer with the requisite knowledge and authority that your firm is not currently legally barred or in violation of any federal, state or local regulations that would impact on the firm's ability to provide services as designated in this RFQ.
 - B. Designated Areas for Which Responder Desires to be Qualified
 - C. Experience: Provide proof of a proven record of experience in

providing services in the designated areas for which responder desires to be qualified, including experience related to government projects. Include references.

D. Project Team. Provide a description of your project team, listing the firm names, individuals involved and the role they will perform. Attach necessary professional qualifications, licenses and/or certifications for each discipline in which Responder seeks to be qualified Describe their experience in the fields for which the Responder desires to be qualified.

E. Facilities. Provide the location of offices, describe your firm's regional, statewide and local service capabilities and identify the office(s) out of which the key team members set forth in D above work.

F. Scheduling/Cost Control. Describe your firm's method of keeping the projects on schedule and maintaining project costs within budget. Describe your firm's approach to project phasing and how projects in different phases of work would be controlled and tracked Include proofs regarding the ability to complete projects in a timely manner.

G. Schedule of Fees/Rates. Provide a standardized schedule of fees for each type of professional service for which the Responder seeks to be qualified, setting forth the job title and hourly rate for each type of employee envisioned to perform such services.

H. Consultant RFQ Response Form Mandatory Information.
Attached completed forms.

I. Other Required Forms. Attach all other forms required pursuant to the terms of this RFQ, including those specifically set forth in Section 4.01 through 4.05, 4.07, 4.08, 4.12 and 4.13. A failure to attach all required forms shall be a basis for rejection of the response to the RFQ.

The organization of the body of the response to the RFQ shall be consistent with the Table of Contents.

1.07 PERIOD FOR QUALIFIED POOL

The period for the qualified pool created by virtue of this RFQ shall be January 1, 2025 to December 31, 2027. The County/Shared Services Entities reserve the right to request additional responses for qualified professionals to supplement the pool in accordance with its own policies and relevant New Jersey law, in its sole discretion.

2.00 RESPONSE TO RFQ FORM FOR YEARLY POOL OF DULY QUALIFIED ENGINEERING SERVICES RELATED SERVICES 2025-2027

_____, 2024

Board of County Commissioners of the County of Burlington
49 Rancocas Road
Mount Holly, New Jersey 08060-6000

**RE: RFQ ENGINEERING AND RELATED SERVICES
2025-2027**

Board of County Commissioners of the County of Burlington:

The undersigned hereby undertakes and promises to furnish a Statement of Qualifications and other items as appropriate and required by the RFQ containing instructions and specifications including all written amendments and changes thereto, which are incorporated herein by reference and made a part of this response to RFQ.

By signature below we accept all terms and conditions of the specifications set forth in the RFQ We understand and agree that the information submitted in our response to the RFQ will be the sole information considered in determining the whether we are qualified to be included in any pool of professionals to be eligible to be utilized by the Shared Services Entities for specified projects We also agree that the terms and conditions of the RFQ and our response thereto shall become a part of the signed contract upon award

(Signature)

(Business Name)

(Type or Print Full Name)

(Title)

(Date)

(Telephone Number)

(Email)

(Fax)

RESPONSE TO 2025-2027 POOL OF DULY QUALIFIED ENGINEERING AND RELATED SERVICES DATE/LOCAL TIME: OCTOBER 18, 2024 AT 2:00 PM

-----FOLD HERE-----

AFFIX
STAMP
HERE

**TO: BURLINGTON COUNTY SOLICITORS OFFICE
49 RANCOCAS ROAD
P O BOX 6000
ROOM 225
MOUNT HOLLY NJ 08060
ATTN: RFQ ENGINEERING AND RELATED SERVICES
DUE BY DATE: OCTOBER 18, 2024 AT 2:00 PM**

3.00 RFQ PROCESS AND OTHER REQUIREMENTS

3.01 DEFINITIONS

Responder: The word Responder as cited in this RFQ is defined as any responsible vendor who provides services or products as required and who meets all the requirements stipulated in the RFQ.

County: The word County as cited in this RFQ is defined as the Board of County Commissioners of the County of Burlington.

Shared Services Entities: The word “Shared Services Entities” as cited in this RFQ is defined as the Board of County Commissioners of the County of Burlington, the Burlington County Bridge Commission, Rowan College at Burlington County, the Burlington County Institute of Technology/Special Services Schools and the Burlington County Library.

County Office Building: The administrative offices are located at and legal notices are to be served at:

County Office Building
49 Rancocas Road
P O Box 6000; Room 225
Mount Holly, New Jersey 08060-6000
Attn: Solicitor's Office

3.02 RFQ INSTRUCTIONS

A. The required number of 3 originals (1 unbound), TIFF disc & “USB flash drive” of the RFQ shall be enclosed in a sealed envelope and delivered via hand delivery, Mail and/or courier to:

Burlington County Solicitors Office
Ashley H. Buono, County Solicitor
49 Rancocas Road
PO Box 6000; Room 225
Mount Holly, NJ 08060-6000

The FRONT of envelope plainly marked with name and address of Responder and complete RFQ title and RFQ number as shown on the cover of this package (**see example below**). The required number of original copies of **Official RFQ forms (section 2.00) MUST BE USED** when submitting RFQ.

EXAMPLE:

**2025-2027 POOL OF DULY QUALIFIED ENGINEERING AND RELATED SERVICES
DUE: OCTOBER 18, 2024 AT 2:00 PM**

B. The Shared Services Entities will not be responsible for any expenses incurred by any Responder in preparing or submitting a response. All Responses shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this RFQ, Emphasis should be on completeness and clarity of content. Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to the RFQ are not desired Unless specifically requested in the RFQ, elaborate art work, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are not necessary.

Responses should ideally be forwarded in white 3-ring binders between 1" and 3" wide.

C. Responses shall be signed in blue ink by the individual or authorized principal of the responding party. The terms and conditions set forth in the responses shall be valid for the period of 2025-2027.

D. All responses to this RFQ, with the exception of proprietary information, shall be open to public disclosure subsequent to the formal creation of the pool by resolution. Each Responder must clearly designate in its RFQ response any information which it deems to be proprietary. Any such designation must be limited in scope and reasonably based.

E. The County of Burlington reserves the right to reject any and all responses received by reason of this RFQ, or to negotiate separately in any manner necessary to serve the best interests of Burlington County and the Shared Services Entities. Firms whose responses are not accepted may or may not be notified in writing.

3.03 NO RFQ RESPONSE SUBMITTED

If a potential responder decides NOT to submit a response to the RFQ, the form attached to the inside cover of this RFQ shall be returned with appropriate information blocks filled If the RFQ form is not returned indicating you are not submitting a response, your name may be removed from mailing lists for any future RFQs.

3.04 WITHDRAWAL OF RFQ RESPONSE

A written request for the withdrawal of a already submitted response to the RFQ, or any part thereof, may be granted if the request is received by the County prior to the specified time of RFQ opening.

3.05 ADDENDA TO RFQ

Any interpretations of these RFQ specifications and any supplemental instructions will be in the form of a written Addendum which will be posted on the County's website and forwarded by Certified Mail not later than four (4) working days prior to the date fixed for the RFQ opening to all prospective Responders on record which have received an RFQ packet. Failure of any Responder to receive an Addendum shall not relieve the Responder from any obligation submitted under its response to the RFQ. All duly issued Addenda must be signed and returned with the response to the RFQ.

3.06 NO ORAL INSTRUCTIONS

Every question or request for interpretation pertaining to the RFQ shall be made in writing delivered to the County Representative designated in Section 1.03 of this RFQ on or before October 11, 2024 at 1:00 PM. The response to such questions or requests shall be in the form of written Addenda, which will be posted on the County's website not later than four (4) calendar days prior to the RFQ opening date. Failure of any Responder to receive any such addenda shall not relieve any Responder from any obligation under its response to the RFQ.

No other means of communication shall constitute a formal or official response or statement by the County. All Addenda duly issued are incorporated into the specifications of this RFQ.

3.07 NO ADDITIONAL CHARGES

All services, equipment, personnel and material which is necessary in order to provide the services as described in this RFQ and any Addenda thereto shall be included in the Schedule of Fees and Rates submitted with the response to the RFQ and any additional charges not included shall not be permitted.

3.08 REJECTION OF RFQ RESPONSE

The County reserves the right to accept or reject any and all responses to RFQs and to waive any immaterial defects or informality in any RFQ responses or should it be in the best interest of the County and the Shared Services Entities to do so. The determination of a material defect shall be made in the sole discretion of the County.

3.09 RFQ OPENING

At the date and time of the RFQ opening, **OCTOBER 18, 2024 AT 2:00 PM**, all responses shall be opened and recorded as received.

3.10. LATE RESPONSES TO RFQ NOT ACCEPTED

A RESPONSE TO THE RFQ RECEIVED AFTER THE DESIGNATED DATE AND TIME FOR RFQ OPENING WILL NOT BE ACCEPTED OR CONSIDERED. The County will not be responsible for late postal delivery service nor will postmark dates be considered in honoring RFQs. The County will not be responsible for any RFQs misdirected in delivery by any person or delivery service.

3.11 COMMUNICATIONS AFTER THE RFQ OPENING ARE PROHIBITED

After the RFQ opening, communications by a Responder or any representative thereof attempting to discuss the substance of the RFQ, responses to the RFQ, the consideration/review of the responses by County/Shared Services Entity officials or the selection of a qualified pool with any official, employee or representative of the County/Shared Services Entity are expressly prohibited.

3.12 PAYMENT

A member of the pool which is awarded a contract by a Shared Services Entity for a specific project shall be paid in accordance with the applicable Schedule of Fees and Rates upon receipt of invoice and a properly executed voucher referencing an appropriate purchase order.

All invoices and vouchers must be submitted to the billing address as shown on each purchase order. Invoices must match the purchase order and have full description of services or supplies.

Purchase order number must be on all invoices.

A voucher must be completed, signed and attached to all invoices. Payment cannot be made without properly executed voucher.

Forward invoice and voucher with original signature (only original ink signatures; rubber stamped signatures not acceptable) to the Shared Services Entity representative.

Further billing requirements are as designated by the respective Shared Services Entity.

For Burlington County Contracts:

- 1) Payments are authorized at the Board of County Commissioners of the County of Burlington meetings on the second (2nd) and fourth (4th) Wednesday of each month.
- 2) Invoices with Vouchers must be processed through the "bill to department" and Accounts Payable/Finance Department no later than the Wednesday prior to the scheduled Board Meetings.
- 3) Follow-up for invoice payment must start with contacting the County department listed as "bill to" on the purchase order (telephone number of department appears in same area).
- 4) Additional voucher pads are available upon request from the "bill to" department, the Division of Purchase and the County of Burlington Web Site at:
<http://www.co.burlington.nj.us/438/Purchasing>

3.13 COUNTY TAX EXEMPT STATUS

The County/Shared Services Entities are exempt from all taxes including Federal Excise Tax, Transportation Taxes, and State Sales or Use Tax.

3.14 UNLAWFUL DISCRIMINATION PROHIBITED

A responder ("contractor") which is deemed qualified and placed into a pool shall be prohibited from discrimination in the hiring of persons who are qualified and available to perform work to which the contract relates by reason of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality in accordance with State of New Jersey Law.

3.15 AFFIRMATIVE ACTION REQUIREMENTS

In connection with the initial open ended contract or any contract for a specific project, a responder ("contractor") which is deemed qualified and placed into a pool shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27 as well as the terms and conditions in the "Affirmative Action Instructions" info in Section 4.04 herein.

3.16 AMERICANS WITH DISABILITIES ACT

In connection with the initial open ended contract or any amendment thereto for a specific project, a responder ("contractor") which is deemed qualified and placed into a pool shall be required to execute the following:

Equal Opportunity For Individuals With Disabilities

The **CONTRACTOR** and the Board of County Commissioners of the County of Burlington, the Burlington County Bridge Commission, Rowan College at Burlington County, the Burlington County Institute of Technology/Special Services Schools and the Burlington County Library (**Shared Services Entity**) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the **Shared Services Entity** pursuant to this contract, the **CONTRACTOR** agrees that the performance shall be in strict compliance with the Act. In the event that the **CONTRACTOR**, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the **CONTRACTOR** shall defend the **Shared Services Entity** in any action or administrative proceeding commenced pursuant to this Act. The **CONTRACTOR** shall indemnify, protect, and save harmless the **Shared Services Entity**, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind of nature arising out of or claim to arise out of the alleged violation. The **CONTRACTOR** shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the **Shared Services Entity** grievance procedure, the **CONTRACTOR** agrees to abide by any decision of the **Shared Services Entity** which is rendered pursuant to said grievance procedure.

If any action or administrative proceeding results in an award of damages against the **Shared Services Entity** or if the **Shared Services Entity** incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the **CONTRACTOR** shall satisfy and discharge the same at its own expense. The **Shared Services Entity** shall, as soon as possible after a claim has been made against it, give written notice thereof to the **CONTRACTOR** along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the **Shared Services Entity** or any of its agents, servants, and employees, the **Shared Services Entity** shall expeditiously forward or have forwarded to the **CONTRACTOR** every demand, complaint, notice, summons, pleading, or other process received by the **Shared Services Entity** or its representatives.

It is expressly agreed and understood that any approval by the **Shared Services Entity** of the services provided by the **CONTRACTOR** pursuant to this contract will not relieve the **CONTRACTOR** of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the **Shared Services Entity** pursuant to this paragraph.

It is further agreed and understood that the **Shared Services Entity** assumes no obligation to indemnify or save harmless the **CONTRACTOR**, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the **CONTRACTOR** expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the **CONTRACTOR'S** obligations assumed in this Agreement, nor shall they be construed to relieve the

CONTRACTOR from any liability, nor preclude the **Shared Services Entity** from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

3.17 NO ASSIGNMENT OR SUBCONTRACTING

A responder who is selected for inclusion in a qualified pool shall not assign, transfer, convey, subcontract or otherwise dispose of the initial open-ended contract or contract amendment thereto for a specific project, without the prior written approval of the County or a Shared Services Entity.

3.18 STATEMENT OF OWNERSHIP

In accordance with N.J.S.A. 52:25-24.2, every corporation and/or partnership submitting a RFQ shall, prior to the receipt of the RFQ by the Purchasing Agent for the Board of County Commissioners of the County of Burlington, or accompanying said RFQ, submit a statement setting forth the names and addresses of all stockholders in the corporation or partners in the partnership, who own ten (10%) percent or more of its stock, of any class, or of all individual partners in the partnership who own a ten (10%) percent or greater interest therein, as the case may be. See section 4.01. If one or more such stockholder or partner is, itself a corporation or partnership, the stockholders holding 10% or more of that corporations' stock, or the individual partners owning ten percent 10% or greater interest in that partnership, as the case may be, shall also be listed This disclosure shall be continued until the names and addresses of every non-corporate stockholder, and individual partner exceeding the 10% ownership criteria established by this notice have been listed. **If no stockholder owns more than ten (10%) percent, note by stating "None"**.

3.19 INTERPRETATION OF RFQ

The County's interpretation of the meaning and intent of the RFQ shall be final and conclusive. In case of any discrepancy between any provisions of this RFQ, the provision with the more specific language takes precedence over any provision with general language, and a provision that is more stringent takes precedence over the one that is less stringent.

3.20 CONTRACT AWARD FOR SPECIFIC PROJECTS

Once the pool of qualified professionals for the respective disciplines has been established and associated open ended contracts with the County have been executed, when a specific project arises requiring professional services, a request for proposal (RFP) for the specific project will be forwarded by a Shared Services Entity to a professional service provider(s) for the specific discipline. The firm(s) receiving an RFP shall respond to the Shared Services Entity as to whether it can meet all requirements as set forth If the firm can meet all the contract

requirements and the parties reaching a mutual agreement, a contract for the specific project will be forwarded to the firm for execution.

3.21 HOLD HARMLESS/INDEMNIFICATION

A Responder who is selected for inclusion in a qualified pool which enters into an open ended contract or a contract for a specific project with a Shared Services Entity shall indemnify and hold harmless the Shared Services Entity, its officers, employees, agents and servants from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses including attorneys fees, incurred or suffered on account of property damage or loss and/or personal injury, including loss of life, of any person, agency, corporation or governmental entity which shall arise out of the course of or in consequence to any acts or omissions of the **RESPONDER/ CONTRACTOR**, its employees, agents, servants or subcontractors in the performance of the work to be reimbursed pursuant to its Contract or the failure of the **RESPONDER/CONTRACTOR**, its employees, agents, servants or subcontractors to comply with any term or condition of these specifications The **RESPONDER/CONTRACTOR** further agrees that this indemnification by the **RESPONDER/CONTRACTOR** shall continue after completion of the **CONTRACT** for all claims, demands, suits, actions, recoveries, judgments, costs and expenses including attorneys fees resulting from acts or omissions the **RESPONDER/CONTRACTOR**, its employees, agents, servants or subcontractors which occur prior to the completion of the **CONTRACT**.

3.22 ROYALTIES AND PATENTS

A responder who is selected for inclusion in a qualified pool shall pay all royalties and license fees and shall defend all suits or claims for infringements of any patent, copyright or other intellectual property rights and shall save the Shared Services Entity harmless from loss on account thereof.

3.23 DELIVERY COSTS & F.O.B.

All delivery costs shall be included in the Schedule of Fees/Rates section of the response to the RFQ Delivery shall include all costs associated with offloading of any product. **F.O.B. The Shared Services Entity, Freight Paid.**

3.24 GOVERNING LAW, VENUE AND FUNDING

This RFQ and any open-ended contract or amendment thereto shall be governed by and construed in accordance with the laws of the State of New Jersey.

All actions at law or in equity regarding any claims or disputes relating to this RFQ or any contract resulting from this RFQ shall be brought in the Superior Court of New Jersey, Burlington County Vicinage.

All Contracts are subject to the availability and appropriation of funds annually.

The Shared Services Entities shall not purchase, lease, rent or take consignment goods and/or services produced under conditions involving the payment of poverty wages, violations of workplace regulations and suppression of worker rights. Each Responder, by submitting a RFQ, agrees they will comply with all Federal, State and local laws concerning the above.

3.25 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

P 2004, c.57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for or entering into a contract with a public contracting agency.

All Responders must submit a copy of their State of New Jersey Business Registration Certificate with each RFQ submission.

The law does not cover contracts with non-profit organizations and other government agencies. Proof of non-profit status must be submitted with RFQ.

Submittal of the required Business Registration Certificate is mandatory. Failure to submit the required Business Registration Certificate shall result in the response to the RFQ being rejected. This fatal defect cannot be waived or cured. See N.J.S.A. 40A:11-23 2(f).

The State Division of Revenue issues Business Registration Certificates There is no cost to file, and renewal is unnecessary, though changes to information must be submitted.

Information on how a business can obtain a certificate on the Internet at <http://www.state.nj.us/treasury/revenue/busregcert.shtml> or by phone at (609) 292-1730.

The New Jersey Division of Taxation has issued "Instructions for Contracting Agencies and Business Organizations Covered by P.L. 2004, c. 57:

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P 2001, c. 134 (N.J.S.A. 52:32-44(g) et seq.) or subsection e or f of section 92 of P.L. 1977, c. 110, or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

The Responder must submit a copy of the business registration certificate or proof of non-profit status with the submission of each response to the RFQ.

4.00 REQUIRED CONTRACT FORMS---ATTACHED NEXT PAGE(S).

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

(SKIP TO PART IV)

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

--	--

Part III DISCLOSURE OF TEN PERCENT (10%) OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

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

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

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

Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the Bidder/Proposer; that the **County of Burlington** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **County of Burlington** to notify the **County**

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

Full Name (Print):			
Signature:			

4.02 HOLD HARMLESS/INDEMNIFICATION AGREEMENT

The RESPONDER, [hereinafter RESPONDER/CONTRACTOR] agrees to indemnify and hold harmless the Shared Services Entity (Board of County Commissioners of the County of Burlington, the Burlington County Bridge Commission, Rowan College at Burlington County, the Burlington County Institute of Technology/Special Services School and/or the Burlington County Library) its officer, employees, agents and servants from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses including attorneys fees, incurred or suffered on account of property damage or loss and/or personal injury including loss of life of any person, agency, corporation or governmental entity which shall arise out of the course of or in consequence to any acts or omissions of the RESPONDER/CONTRACTOR, its employees, agents, servants or subcontractors in the performance of the work to be performed pursuant to these specifications or the failure of the RESPONDER/CONTRACTOR, its employees, agents, servants or subcontractors to comply with any term or condition of these specifications. The RESPONDER/CONTRACTOR further agrees that this indemnification by the RESPONDER/CONTRACTOR shall continue after completion of the CONTRACT for all claims, demands, suits, actions, recoveries, judgments, costs and expenses including attorney's fees resulting from acts or omissions of the RESPONDER/CONTRACTOR, its employees, agents, servants or subcontractors which occur prior to the completion of the CONTRACT.

Firm Name: _____

By: _____

Printed Name & Title: _____

Date: _____

Attest:

By: _____

Printed Name & Title: _____

Date: _____

CORPORATE SEAL:

4.03 NON-COLLUSION CERTIFICATION

Name of Firm: _____

For and on behalf of the above-named Firm I hereby certify that, to the best of my knowledge, information and belief, this submission has not been prepared in collusion with any other Firm or like item or service and that the prices, discounts, terms, and conditions thereof have not been directly or indirectly communicated by or on behalf of said Firm to any such person other than the recipient of such submission and will not be communicated to any such person prior to the official opening of said submission.

Firm fully understands that no premiums, rebates or gratuities are permitted, whether with, prior to, or after signing of contract. Any such violation will result in cancellation and the removal from the pre-qualified Engineering Firm list.

The undersigned further certifies that he/she has the necessary authority to sign this Certification for the Firm.

I understand that this certification may be treated as a sworn statement made under oath or equivalent affirmation, and that, any statements made herein are untrue the Firm may be subject to the provisions of N.J.S.A. 2C:28 -1 through N.J.S.A. 2C:28 - 3 inclusive, and relevant sequential sections, and if applicable, 18 U.S.C. §1001, et seq.

Signature

Date

Typed/printed name

Title

4.04 AFFIRMATIVE ACTION INSTRUCTIONS

(REVISED 4/10)

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will received 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 by 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 Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conduction a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

4.05 AFFIRMATIVE ACTION QUESTIONNAIRE

Complete questionnaire in the event that you or your firm is awarded a Contract. The necessary forms (AA302) will be sent by the County/Shared Services Entity prior to forwarding you a Contract.

1. Our company has a Federal or State of New Jersey Affirmative Action Plan approval.

YES NO

A. If yes, attach a photocopy of said approval to this page. Acceptable approvals are a current letter (not more than one (1) year from date) from the United States Department of Labor or a State of New Jersey Certificate of Employee Information Report.

B. If no, and you become a Contractor, an Affirmative Action Employee Information Report (Form AA302) will be provided and must be submitted within seven (7) days after receipt of the notification of intent to award the contract.

You must enter the Contract number shown on the cover of your Contract on all forms submitted.

I certify that the above information is correct to the best of my knowledge.

SIGNATURE _____

NAME _____ TITLE _____

BUSINESS NAME _____

DATE _____, 2024

=====
NOTE: ATTACH COPY OF FORM HERE
=====

4.06 STATEMENT OF QUALIFICATION

**BURLINGTON COUNTY/SHARED SERVICES ENTITIES
REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR PROFESSIONAL SERVICES**

FIRM PROFILE

Please use additional paper if necessary to fully respond to the questions in this form.

Firm
Name: _____

Address: _____

Telephone: _____

Fax #: _____

Email Address: _____

Web Address: _____

Type of ownership (select from the following): ___individual ___partnership
___limited liability corporation___ professional corporation ___corporation
___professional association ___limited liability company
___other – specify _____

Check if any apply: ___ MBE certified ___WBE certified ___SBE certified

Is Firm prequalified with any public agency, department or public authority?
___yes ___no If “yes” name the agency, department or authority that has
prequalified the firm and the date the prequalification expires:

Length of Time in Business: _____ years

Number of Employees: 2022_____ 2023_____ 2024_____

Is firm owed by another company? yes_____ no_____

If “yes” provide the name and address of the other company:

Is Firm registered to do business in New Jersey? yes____ no____

Federal Employer ID no. _____

Microstation capability? yes____ no____

Report on the number of planning projects you prepared for other governmental clients during 2022, 2023 and 2024.

2022:_____ 2023:_____ 2024: _____

Experienced with governmental clients? yes____ no____

If yes, provide the name, address, telephone number and dates that services were provided. If there were multiple clients name at least three.

Describe the assets of your firm that enable you to provide the services needed by the County/Shared Services Entity

NOTE: If you answer “yes to any of the following questions explain the circumstances on a separate sheet.

Has any person named in this submission ever been suspended, debarred or otherwise declared ineligible by a government agency from contracting to provide services because of the quality of work?

yes____ no____

Have any principals named in the submission ever been convicted of a crime?

yes____ no____

Are there are administrative, civil or criminal matters pending in any federal, state or local government jurisdiction in which the firm or its principals or key personnel are involved?

yes____ no____

Has the Firm or any person named in this submission been denied pre-qualification in the five years preceding the date of the submission under the name in this submission or other name because of the quality of work?

yes____ no____

Has the Firm, its affiliate or any of its principals been a party to a bankruptcy or re-organization proceeding in the last 5 years?

yes____ no____

Has the license of any of the Firm's professionals ever been revoked or suspended or is there any proceeding pending which could result in the suspension or revocation of a professional employed by Firm?

yes____ no____

Within the past five years has your firm or any of its principals been on the New Jersey Debarred Contractor list?

yes____ no____

In the five years preceding the date of the submission has any of the following occurred:

1. A client terminated your services because of dissatisfaction with your performance.

yes____ no____

2. Your performance on a project has been rated as unsatisfactory.

yes____ no____

3. Liquidated damages were assessed against you in connection with a contract because of your unacceptable performance or untimeliness in performance

yes____ no____

4. You have been a plaintiff or a defendant in litigation concerning your services?

yes____ no__

5. An appraiser in your firm has been subject to disciplinary proceedings by a State authority that licenses real estate appraisers.
yes _____ no _____

4.07 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

=====
ATTACH CERTIFICATE HERE
=====

4.08 STATEMENT FROM INSURANCE BROKER

=====
INSERT STATEMENT HERE
=====

FORM 4.09

CONFLICT OF INTEREST CERTIFICATION

The undersigned certifies to the Shared Services Entity (Board of County Commissioners of the County of Burlington, the Burlington County Bridge Commission, Rowan College at Burlington County, the Burlington County Institute of Technology/Special Services School and/or the Burlington County Library) that in performing services to Burlington County he/she knows of no circumstance that would constitute a conflict of interest, financial or otherwise, between himself/herself or his/her firm and the Shared Services Entity, its members or with the interest of the Shared Services Entity in general. The undersigned further certifies that he knows of no circumstances or relationships between himself/herself or his/her firm and third parties that would cause the actual or appearance of a conflict of interest or a compromise of judgment and independence in the performance of the designated services.

The undersigned acknowledges this is a continuing certification, and shall remain in effect for the term of the engineering services.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

(Firm Name)

By: _____

Title: _____

**FORM 4.10---BURLINGTON COUNTY/SHARED SERVICES ENTITY
REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR PROFESSIONAL SERVICES**

CERTIFICATION CONCERNING SUBMISSION

The signature of the Firm's representative below attests that:

1. The information provided in the Firm's submission is full, complete and truthful.
2. The Firm acknowledges that the County may, by means it deems appropriate, determine the truth and accuracy of the information provided with this submission.
3. The Firm has reviewed all of the specifications, terms and conditions, forms and all other documents contained in the RFQ including addenda;
4. The Firm has the experience, knowledge, expertise and ability to provide the described services and
5. The Firm commits to provide the described services at the prices quoted in this RFQ.

The Firm recognizes that all information submitted with this submission is for the purpose of inducing the County to pre-qualify the Firm, award a contract or allow the Firm to participate in professional consultant service contracts.

The Firm understands and agrees that the submission and all supporting documentation shall become the property of the County and may be subject to review by the public.

The Firm authorizes the County to contact any entity or person named in the submission for the purpose of verifying the information provided by the Firm.

All principals named in the submission must sign. Signatures are to be notarized/acknowledged

Signature

Name (typed/written)

Signature

Name (typed/written)

Signature

Name (typed/written)

**FORM 4.11---BURLINGTON COUNTY
REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES
REPORT CONCERNING EXPERIENCE WITH FIRM**

NOTE: Reports from not less than three clients must be provided with Submission.

The Board of County Commissioners of the County of Burlington/Shared Services Entities are soliciting RFQs from companies to provide professional services. To assist it in evaluating submissions the County/Shared Services Entities need advice from the firm's clients with respect to their experience with the firm. Please complete this form, sign it and return it to the firm that sent it to you.

Firm: _____

Firm address: _____

Client completing this form: _____

Client address: _____

Client Telephone: _____ email: _____

No. of years of experience with Firm: _____

Number of projects completed by Firm for Client during 2022 - 2024:

2022: _____ 2023: _____ 2024: _____

Please state the range of projects completed by Firm for Client:

Would you recommend this firm? Yes _____ No _____

If "No" please state reason(s): _____

Please rank this firm's work product and your experience between 1 and 5, with 5 being the most favorable

Timely completed work	1	2	3	4	5
Attention to detail	1	2	3	4	5
Quality of work	1	2	3	4	5
Responsiveness to client	1	2	3	4	5
Professionalism	1	2	3	4	5
Cost	1	2	3	4	5

Authorized Signature

Typed/printed name of Signatory

Date: _____

**FORM 4.11---BURLINGTON COUNTY
REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES
REPORT CONCERNING EXPERIENCE WITH FIRM**

NOTE: Reports from not less than three clients must be provided with Submission.

The Board of County Commissioners of the County of Burlington/Shared Services Entities are soliciting RFQs from companies to provide professional services. To assist it in evaluating submissions the County/Shared Services Entities need advice from the firm's clients with respect to their experience with the firm. Please complete this form, sign it and return it to the firm that sent it to you.

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Client completing this form: _____

Client address: _____

Client Telephone: _____ email: _____

No. of years of experience with Firm: _____

Number of projects completed by Firm for Client during 2022 - 2024:

2022: _____ 2023: _____ 2024: _____

Please state the range of projects completed by Firm for Client:

Would you recommend this firm? Yes _____ No _____

If "No" please state reason(s): _____

Please rank this firm's work product and your experience between 1 and 5, with 5 being the most favorable

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Attention to detail	1	2	3	4	5
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Responsiveness to client	1	2	3	4	5
Professionalism	1	2	3	4	5
Cost	1	2	3	4	5

Authorized Signature _____
Typed/printed name of Signatory

Date: _____

**FORM 4.11---BURLINGTON COUNTY
REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES
REPORT CONCERNING EXPERIENCE WITH FIRM**

NOTE: Reports from not less than three clients must be provided with Submission.

The Board of County Commissioners of the County of Burlington/Shared Services Entities are soliciting RFQs from companies to provide professional services. To assist it in evaluating submissions the County/Shared Services Entities need advice from the firm's clients with respect to their experience with the firm. Please complete this form, sign it and return it to the firm that sent it to you.

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Firm address: _____

Client completing this form: _____

Client address: _____

Client Telephone: _____ email: _____

No. of years of experience with Firm: _____

Number of projects completed by Firm for Client during 2022 - 2024:

2022: _____ 2023: _____ 2024: _____

Please state the range of projects completed by Firm for Client:

Would you recommend this firm? Yes _____ No _____

If "No" please state reason(s): _____

Please rank this firm's work product and your experience between 1 and 5, with 5 being the most favorable

Timely completed work	1	2	3	4	5
Attention to detail	1	2	3	4	5
Quality of work	1	2	3	4	5
Responsiveness to client	1	2	3	4	5
Professionalism	1	2	3	4	5
Cost	1	2	3	4	5

Authorized Signature

Typed/printed name of Signatory

Date: _____

4.12 FEE SCHEDULE

This schedule of fees and rates shall be attached to an incorporated by reference to any contract or open ended contract entered into between the parties.

=====
**NOTE: ATTACH COPY OF FEE AND
RATE SCHEDULE HERE**
=====

4.13 CONSULTANT RFQ

(See attached Consultant RFQ Response Form Mandatory Information)



**4.13 County of Burlington/Shared Services Entities
2025-2027**

**CONSULTANT RFQ
RESPONSE FORM
MANDATORY INFORMATION**

(Engineers, Surveyors, Review Surveyors and Related Services)

FIRM

PREPARED BY

DATE

Section 1

**Qualification General Information Format
FIRM'S NAME, ADDRESS, CONTACTS, AND ORGANIZATION STRUCTURE**

Firm		Contact Person		
Firm's Address		E-Mail Address		
		For Emergencies	Name	
Telephone		24 Hour Contact	Telephone	
FAX		Federal ID No		
TYPE OF ORGANIZATION: CORPORATION PARTNERSHIP INDIVIDUAL OTHER				
If CORPORATION Complete the following :		↓	If PARTNERSHIP Complete the following	
Date Incorporation			Date Organized	
State Incorporated		TYPE: GENERAL LIMITED OTHER		
Date Authorized in NJ		Name of Partners		
President's Name				

CERTIFICATE OF AUTHORIZATION issued by NJ Div of Consumer Affairs State Board of Professional Engineers & Land Surveyors (If Applicable)

Certificate Number		Date issued	
Principals of the Firm (Names & title)			

		In New Jersey		In Other Locations		Current Strength
		Licensed	Unlicensed	Licensed	Unlicensed	
Number of Professional / Technical Staff in your Organization	Architects					
	Landscape Architects					
	Engineers					
	Surveyors					
	Planners					
	Other Technical Staff					
	Total					

Section 2**Qualification Discipline List Response Format**

Instructions: Place an "X" in Column "A" next to disciplines that you wish to be qualified in.

A	DISCIPLINE DESCRIPTION	
	1	Bridge/Culvert Design
	2	Bridge Inspections
	3	Building Demolition Plans and Specifications (including asbestos inspection, mitigation and abatement)
	4	Construction Inspection/Management (a) road/bridge (b) recreation (c) building/structure
	5	Dam (design, inspection and permitting)
	6	Design, Construction, Permitting and Operation of Wastewater Treatment Facilities (septic systems, package treatment plants, conventional biological treatment plants and industrial (landfill leachate) treatment facilities)
	7	Design, Construction and Technical Assistance in regard to Operation and Maintenance of Sanitary Landfills (capping, cell design, leachate collection system, gas collection systems, annual topographic survey/capacity report, bioreactor design/operation)
	8	Drainage Design
	9	Electrical and Mechanical Engineering (including plumbing, HVAC and movable bridge)
	10	Environmental Site Remediation (ie., asbestos, soil, wetlands, hazardous waste, etc.)
	11	Environmental Studies, Assessments and Permitting (archeological, historical, rare and endangered species, wetland, UST, hydrologic studies, etc.)
	12	Geotechnical Design, Investigation & Lab Services
	13	General Solid Waste Facility Design, Permitting and Technical Regulatory Assistance
	14	Geotechnical Engineering: Including, but not limited to, mechanically stabilized earth walls for vertical landfill expansion; exposed geomembrane caps and ballasts; and landfill design, construction and operation

	15	GIS/Mapping Services (including GPS fieldwork)
	16	Hazardous Waste Management, including, but not limited to, the planning, permitting, design operation and management of hazardous waste transfer and storage facilities
	17	Highway Design and Permitting
	18	Intersection Design (including traffic signal and roundabout design)
	19	ITS Design (ATMS, Network analysis, CCTV, Conduit DMS)
	20	Landscape Architecture
	21	Leadership in Energy and Environmental Design (LEED) Consultant MUST be LEED certified
	22	Marine/Waterfront Design and Permitting (bulkheads, piers, docks, boat ramps, etc.)
	23	Material Testing (field, lab & plant inspection for hot mixed asphalt, concrete & soil)
	24	NJDEP – certified laboratory analysis
	25	Open Space/Park/Site Design and Permitting (including grading, stormwater, etc.)
	26	Process Control Systems Engineer for landfill gas and leachate management systems
	27	Solid Waste/Recycling Planning
	28	Structural Engineering
	29	General Surveying (including property, highway and topographical)
	30	Farmland Preservation Easement Survey
	31	Open Space/Green Acres Survey
	32	Traffic Studies (vehicle, pedestrian & bicycle; CORISM may be required for simulation purposes)
	33	Transportation Planning
	34	Watershed Planning, Design and permitting (wetland construction/restoration, surface/groundwater quality modeling, soil erosion and sediment control planning, etc.)
	35	Water Quality/Supply Planning and Management (sample collection analyses, WQ modeling, EIS, QA/QC, QAPP, water demand analyses, etc.)
	36	Water Supply, Treatment and Distribution
	37	Engineering and design services for industrial storage and warehouse structures
	38	Licensed Site Remediation Professional (LSRP)
	39	Geotechnical Quality Control and Quality Assurance for construction of sanitary

		landfill containment systems.
	40	Facility Design, Permitting and Operations Experience for composting of biosolids and/or source separated organics from municipal solid waste.
	41	NBIS Inspection
	42	Site/Civil
	43	Stormwater Management
	44	Review Surveyor
	45	Toll Plaza Design
	46	Underwater Inspection
	47	Project Management for Construction Services
	48	Elevator Modernization
	49	Elevator Replacement
	50	Elevator Inspection
	51	Mechanical (HVAC) Design
	52	Electrical Design
	53	Plumbing Design
	54	Hospital/Health/Medical Treatment Facilities
	55	Athletic Facilities

Section 3**Qualification Project Detail Response Format
Firms Active And/Or Completed Projects As Per Discipline**

Instructions: Make as many copies as necessary to complete your application.
Provide detailed information and description of type of work to support your request for specific discipline(s).
“Total consultant fee” is the amount received for professional services, including construction inspection.
Provide at least 3 examples (but not more than 4) for each discipline you are requesting to be qualified in between 2010 and present. If examples are given for more than one discipline (ie., 1, 4, 17 and 37) the example must be repeated, in appropriate sequence, in the total number of discipline(s) applied for.

Section 4**Qualification Key Staff Resume As Per Discipline**

Instructions: Make as many copies of this form as necessary to complete your application.
All Key Staff listed must be employed with your firm at the time of submission for prequalification. Burlington County must immediately be informed if there is any change in the employment status of Key Staff listed below.
Note: *Each project listed should have a corresponding breakdown of experience. The total experience listed may not exceed 12 months per year.

NAME:

PROPOSED TITLE:

EDUCATION:

PROFESSIONAL REGISTRATION/LICENSE NO.:

TRAINING:

MEMBERSHIP AND AFFILIATIONS:

SUMMARY OF EXPERIENCE

Discipline Code (s)	Year	# of Months *see note above	Title	Project Description	Duties

Section 5**Qualification Debarment Clause Response Format**

**Instructions: Answer each question by putting an X in the box under either yes or no.
If yes, provide all necessary details on the line below.**

Has your firm ever failed to complete any awarded work? Yes No If so, where and why?

**Has any officer or partner of your organization ever failed to complete a contract handled in his own name?
 Yes No If so, state the name of individual, name of owner, location and type of project, and reason for
the failure to complete.**

**Has this organization, its parent or subsidiary ever been suspended or debarred by this state or any other state
or the federal government? Yes No If yes, provide complete details, including when, where and why.**

**Has any owner, stockholder, officer, partner, or employee of this organization been suspended or debarred
from doing business by this state or any other state or federal government? Yes No If yes, provide
completed details including, when, where and why.**



County of Burlington

Department of Resource Conservation

50 Rancocas Rd., Mount Holly, NJ 08060
Mailing: P.O. Box 6000, Mount Holly, NJ 08060
(856) 642-3850 • www.co.burlington.nj.us

Eve A. Cullinan, *County Administrator*

Board of County Commissioners

Felicia Hopson, Director
Dan O'Connell, Deputy
Linda A. Hynes
Tom Pullion
Balvir Singh

FARMLAND PRESERVATION PROGRAM

PERFORMANCE SPECIFICATIONS / SCOPE OF WORK FOR SURVEYOR SERVICES

(Revised January 29, 2020)

This revision encompasses changes to the NJ SADC Scope of Survey Services and Standards (Nov 1, 2016)

All changes are highlighted in BOLD below

I. PURPOSE

Farmland preservation surveys are critical to four aspects of the County's Farmland Preservation Program (FPP).

- A. The survey will establish the outbounds (including metes and bounds description) of the subject lands owned in fee by the FPP applicant;
- B. The survey will establish the outbounds (including metes and bounds description) of that portion of the property that will be subject to the Farmland Preservation Program deed of easement restrictions.
- C. The survey is integral to the County's application for State cost-share funding grants for preserved farms. **This document is intended to be consistent with the NJ SADC Scope of Surveying Services and Standards (Nov 1, 2016)**
- D. The success of the County's easement compliance monitoring and enforcement programs depends on accurate, detailed farm surveys.

The purpose of these specifications is to ensure that farmland surveys satisfy the requirements of these four program components.

II. SURVEY REVIEWER

The County employs a Survey Reviewer to coordinate and review farmland surveys. The Survey Reviewer monitors the submission and quality of farmland surveys and serves as the primary contact for farmland surveyors.

II. PROCEDURES

The final products of the survey process shall be one survey plat that identifies (1) the outbounds of the subject farm property (fee ownership) and (2) the boundaries of the area subject to the FPP easement. A metes and bounds description of both the property outbounds and the easement area are required.

The County, the Survey Reviewer and the surveyor will follow the following procedures to obtain surveys for this program:

1. The County Department of Resource Conservation (DRC) will distribute a bid packet to surveyors, including a Request for Proposal (RFP) and a tax map and deed(s) for the subject property.
2. The surveyor will submit a bid for the survey(s) to the County DRC.
3. The County DRC will issue a Notice to Proceed to the successful surveyor, and will send additional information for the farm survey, including topographic data, information about future proposed drainage and road rights-of-way, the title commitment, and any surveys of adjoining deed-restricted farms.
4. The surveyor shall contact the landowner to schedule a “walk-through” on the property prior to, or at the time of, survey pins being set in order to insure receipt of the landowner’s input on the property and easement boundaries. The surveyor shall notify the DRC of the date and time of the scheduled on-site meeting.
5. When setting survey pins, the surveyor shall also affix a marker of some kind (flagged stakes, or spray paint, for example) in the field so that the DRC staff and landowners can locate the set pins and surveyed courses during a subsequent field inspection.
6. The surveyor will submit one copy of the preliminary survey package [see Deliverables section] to the Survey Reviewer and 1 electronic PDF of their submission to the DRC by the deadline date specified in the Notice to Proceed.
7. The Survey Reviewer will review the preliminary survey for compliance with the Scope of Work (SOW). If the preliminary survey is not entirely compliant with the SOW, the Survey Reviewer will notify the surveyor of any discrepancies and request a revised preliminary survey. Preliminary surveys should be reviewed within 10 business days.
8. If a revised preliminary survey is required, the surveyor will submit the revised preliminary survey package [see Deliverables section] to the Survey Reviewer within ten business days of receipt of the written comments.
9. Once the Survey Reviewer has found a preliminary survey compliant with the SOW, the survey reviewer will notify the surveyor. The surveyor should then forward two copies of the preliminary survey package to the DRC contact person and he/she will forward copies to County Staff and other parties involved in the transaction for review. The reviewers will forward their comments to the DRC contact person, who

will distribute all comments at one time to the surveyor and the Survey Reviewer. The County DRC will request a final survey that incorporates all requested changes.

10. The surveyor will submit the final survey package [see Deliverables section] to the Survey Reviewer on or before the requested deadline. The surveyor should copy the DRC on the letter of transmittal to the Survey Reviewer.
11. If the final survey package is incomplete or in any way incorrect, the Survey Reviewer will immediately contact the surveyor to address the inadequacy. Corrections must be made within 24 hours. When the final survey is compliant with the SOW, the Survey Reviewer will notify the surveyor. The surveyor should then send the final package to the DRC contact person.

IV. PAYMENT

Requests for payment should be sent directly to the County DRC, *not to the Survey Reviewer or the County Legal Department.*

The following items must be submitted before payment can be processed:

1. A signed contract;
 2. An invoice for the work completed on company letterhead; and
 3. A signed County voucher for the amount indicated on the invoice.
- 60% of payment will be processed for payment after the preliminary survey is accepted by the Survey Reviewer and forwarded to the County for review.
- The final 40% of payment will be processed for payment after the Final Survey package is submitted by the surveyor and accepted by the County DRC.

V. PENALTIES

The following penalties shall be assessed when applicable:

1. Lateness – Charges of \$150/day shall be assessed on surveys that are submitted after their deadline, including preliminary, revised preliminary, and final surveys, and on incomplete survey packages. Extensions of time will be granted only for good cause and for extraordinary circumstances. Deadline extensions must be issued by the Department of Resource Conservation or by the survey reviewer in writing.
2. Omissions – A \$150 charge shall be assessed for EACH element of the SOW that is omitted from the preliminary survey package.
3. Failure to Correct Errors – A \$150 charge shall be assessed for EACH correction requested by the County's survey reviewer that is not made in a subsequent version of the survey package.

VI. SURVEYOR RESPONSIBILITIES

A. General Responsibilities

1. Cost Proposals – The surveyor is responsible for preparing accurate proposals to cover all projected costs associated with the completion of work in accordance with the RFP, these

specifications, and the surveyor's contract. A surveyor's failure to adequately project costs will not be accepted as justification for "additional work" payment requests.

2. Research – The surveyor is responsible for obtaining all documents and information needed to provide a survey plat which is correct and which complies with these specifications and standards. If any discrepancies are found or judgment calls need to be made in order to render the survey plat, the surveyor is to notify the County survey reviewer immediately.
3. Landowner Notification – The surveyor is responsible for notifying, in writing, the owner of the subject property (or other person named by the County) of the surveyor's intention to access the property for the purpose of surveying it at least five business days prior to the scheduled visit. The surveyor is also responsible for securing permission from the owner of the property adjacent to the subject if access is needed.

The surveyor is not authorized to release any survey to the landowner (or landowner's attorney, contact person, etc.) The County provides a copy of the preliminary survey to the landowner when appropriate. Any requests for surveys should be directed to the County Department of Resource Conservation.

4. Compliance with Laws and Regulations – The surveyor is responsible for complying with all laws and regulations, including the "Underground Facility Protection Act", and procuring permits with regard to disturbance of wetlands. All survey work shall be performed in accordance with New Jersey laws and regulations pertaining to land surveying: N.J.S.A. 45:8 et seq., N.J.A.C. 13:40-1.1 et seq., and any other laws or regulations pertaining to this professional activity as may be amended or newly enacted.
5. Adherence to Standards – **All requirements of accuracy and standards, whether conventional surveying methods (traversing, triangulation or trilateration) or Global Positioning System (GPS) kinematic methods are used, shall meet or exceed the Relative Positional Accuracy Standards as adopted by the American Land Title Association (ALTA) and the National Society of Professional Surveyors (NSPS).**
6. Response to Inquiries – The surveyor is required to respond to any questions regarding the survey from the County, any provider of monies used to fund the purchase of the easement (the SADC or others), or the County's title insurance agent.
7. Cost Estimate for Additional Work – If additional work, hearings, or other services related to the survey that are beyond the scope of these specifications become needed, the surveyor agrees to provide a written cost estimate and schedule to the County. The cost estimate shall be based on the rates in effect at the time of the surveyor's bid in response to the original RFP.
8. Reference Documents – The surveyor must provide copies of all deeds, reference maps and/or surveys, and other pertinent documents utilized to prepare the survey that were not included in the title report.

B. Field Procedures and Crew Responsibilities

1. Responsibility for Crews – The surveyor shall be responsible for the work of all survey crews. The crews shall cause as little inconvenience as possible to property owners when conducting the field survey.
2. Traverse Lines – Whenever possible, random traverse lines shall be run within the property being surveyed rather than on the lands of an adjoiner. If traverse lines are run on the lands of an adjoiner, no clearing of lines shall be conducted without the prior written consent of the property owner. Copies of the consent shall be forwarded to the County.

3. Minimum Impact – Painting and flagging evidence shall be kept to a minimum. Large trees shall not be cut to clear line without the prior written consent of the property owner. Copies of the consent shall be forwarded to the County. Brushing-out of lines shall be kept to a minimum.
4. Setting Monuments – Corner markers that are found in the field to be within a radius of 1.5 feet of the true corner calculated by the surveyor, shall be presumed to mark the corner and no new corner marker shall be set. Unless a monument is already in place, the surveyor shall set a rebar and cap at the limits of the easement where the limits adjoin lands not being restricted by the easement and at the Point of Beginning. If at the time of the survey the corners are found to be inaccessible, they shall be offset on line as near to the corner as may be practical and stamped “offset” on the cap. If any marker or monument will be set in an area that is in agricultural production, contact the County before setting the monument. Caps shall be labeled “Burl Co Farm Easemt”, identify the surveyor and, if possible, include the month and year set.

VII. THE SURVEY PLAT

A. *General Plat Requirements*

1. Defining the Easement – The survey shall follow the border of the area that will be subjected to the easement – e.g., the survey shall follow within any identified future potential road rights-of-way. The survey shall NOT describe the property’s boundary lines followed by deductions of the acreage for areas that will not be subject to the easement.
2. Number and Size of Plans – Unless otherwise directed by the County, a farmland premises consisting of either one tax lot or multiple contiguous tax lots shall be shown on a single plan. Noncontiguous lots in common ownership may be combined in a single plan only if detail and clarity of information are not sacrificed at the reduced scale of the plan. Clarity of information shall determine the actual size of the plat, but the surveyor shall use standard sizes in accordance with the “Map Filing Law.”
3. Closure – Surveys shall close mathematically and all property lines of the surveyed parcel must form closed polygons: all sides must be defined by mathematical survey expressions (with angular units being degrees, minutes, and whole seconds of arc and horizontal distances, vertical elevations, radii of curves, lengths of arc, and New Jersey Plane Grid Coordinate values of Northing and Easting stated in feet to three decimal places).
4. Course Definition – All straight line courses shall be defined by bearings and distances. Curves shall be defined by radius, arc length, chord bearing, and chord length.
5. Conflicting Deed and Survey Courses – If the surveyor finds that the deed and the survey courses conflict, the surveyor should determine which is the correct course. The survey should show only the correct course.
6. Basis of Bearings – The New Jersey State Plane Grid Coordinate System (North American Datum 1983) shall be used. The surveyor is required to use a minimum of three (3) GPS reference control points for the NJ State Plan Coordinate tie, list control monuments used to establish horizontal control. The “grid factor” shall be applied to survey distances stated in feet to two decimal places. North American Datum (NAD) 1927 may be projected/converted to NAD 1983 using the Federal “CORPSCON”, or better, software.
7. Format of Area Figures – All areas reported in the survey are to be stated in acres, rounded to the nearest thousandth (0.000) of an acre. If the parcel being surveyed is bounded by a waterway or riparian interest claim, the final easement acreage shall be rounded to the nearest tenth (0.0) of an acre. Areas reported that are less than one acre should also be reported in square feet.

8. Subdivision in Process - If the landowner has or is preparing to subdivide any new lots, the surveyor will confirm the new lot numbers with the tax assessor. The lot to be subdivided shall be shown and labeled as a “proposed subdivision” on the preliminary survey. A separate written description is not necessary. The final survey shall show the block and lot numbers and the deed book and page numbers for the subdivided lot.
9. No Available Deed – Deeds of adjoining may be used to establish the property lines when no deed is available for the parcel being surveyed, or the parcel may be surveyed as “in possession.” These surveys shall be labeled as “Surveyed without the benefit of a deed” and/or “Surveyed as in possession.”
10. Show State Plane grid coordinates along with the coordinates as projected to the ground. If possible, coordinates should be shown on the longest lines.

B. Required Plat Elements

1. Title Block – The title block on the survey plat shall read: “Survey of Farmland Preservation Easement.” It shall include the landowner’s name, and the township, block, and lot of the property. It shall also include the date of any revision of the survey, including revisions of the preliminary survey(s) requested by the County.
2. Legend of Acquisition – In addition to the surveyor’s standard title block, all plats shall contain the following:

<u>Legend of Acquisition</u>	
Property of:	_____
Owner’s Address:	_____
Property Address:	_____
Block: _____	Lot: _____
Municipality: _____	County: _____

Please note that the property address should be listed, even if it is the same as the owner’s address.

3. Graphic Legend – All symbols, lines, and type faces used on the plat must be described in the graphic legend. Examples of symbols and lines that must be identified include, but are not limited to, those used to denote the property boundary line, the farmland easement boundary line, any other easement line, the center line of the road, pavement, streams, and fences.

4. Area Summary – All plats shall have an Area Summary, as illustrated below.

<u>Area Summary</u>	
Total Area Block X Lot 1: <i>(To existing road rights-of-way)</i>	_____
Minus Exclusion for Potential Future Road ROW	
Road X:	_____
Road Y:	_____
Minus Exclusion for Potential Future Drainage Improvements:	_____
Minus Excepted Area: <i>(If multiple excepted areas, list as "Exception A", "Exception B", cont.)</i>	_____
Minus Area of Overlap, Gore, and/or Clouded Title Area:	_____
<i>Net Farmland Preservation Easement Area Block X Lot 1:</i>	_____
Total Area Block X Lot 2: <i>(To existing road rights-of-way)</i>	_____
Minus Exclusion for Potential Future Road ROW	
Road X:	_____
Road Y:	_____
Minus Exclusion for Potential Future Drainage Improvements:	_____
Minus Excepted Area: <i>(If multiple excepted areas, list as "Exception A", "Exception B", cont.)</i>	_____
Minus Area of Overlap, Gore, and/or Clouded Title Area:	_____
<i>Net Farmland Preservation Easement Area Block X Lot 2:</i>	_____
NET FARMLAND PRESERVATION EASEMENT AREA: <i>(Includes Permanent Bodies of Water)</i>	_____
Total Area Excluded for Potential Future ROW:	_____
Total Area Excluded for Potential Future Drainage Improvements:	_____
Area of Permanent Bodies of Water	
Lot 1:	_____
Lot 2:	_____
Total Area of Permanent Bodies of Water:	_____
Area of Permanent Bodies of Water on the Easement Boundary:	_____

5. SADC Acreage data – The following chart shall also be provided in accordance with SADC requirement

Block	Lot	Twp	Gross Acreage	Acreage in ___ Road Right of Way	Acreage in Non/Severable Exception	Additional Acreage Notation as needed Subject to:	Acreage of Farmland Preservation Easement
						Acreage in overlap/clouded title	
						Acreage in ___ easements	
						Acreage in encroachment	
						Acreage in boundary water body	
Totals							

6. Certification – All plats shall contain the following certification. Any additions to this certification must be cleared by the County. If the State Agriculture Development Committee revises its required language for surveyor certification language the County reserves the right to amend the certification language referenced below. The County will provide the amended language to firms prior to requesting cost proposals for a specific project.

<u>CERTIFICATION OF SURVEYOR</u>	
<p><i>TO: BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS BURLINGTON COUNTY AGRICULTURE DEVELOPMENT BOARD NEW JERSEY STATE AGRICULTURE DEVELOPMENT COMMITTEE NEW JERSEY STATE TRANSFER OF DEVELOPMENT RIGHTS BANK TITLE INSURANCE COMPANY: [FROM TITLE INSURANCE COMMITMENT] TITLE INSURANCE AGENCY: [FROM TITLE INSURANCE COMMITMENT] DATE OF FIELD WORK: [DATE] TITLE COMMITMENT DATE: [DATE]; COMMITMENT NO.: [#]</i></p>	
<p><i>I HEREBY CERTIFY THAT THIS PLAN, SURVEY, AND CORRESPONDING METES AND BOUNDS DESCRIPTION ARE BASED ON AN ACTUAL LAND SURVEY CONDUCTED UNDER MY IMMEDIATE SUPERVISION AND THAT THIS SURVEY MEETS OR EXCEEDS THE RELATIVE POSITIONAL ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS IN EFFECT ON THE DATE OF THIS CERTIFICATION. I FURTHER DECLARE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT:</i></p>	
<p><i>(A) THIS PLAN, SURVEY AND CORRESPONDING METES AND BOUNDS DESCRIPTION ARE A CORRECT AND ACCURATE REPRESENTATION OF CONDITIONS EXISTING ON THE SITE AS OF THE ABOVE-STATED DATE, SUBJECT TO SUCH NOTES AS MAY APPEAR HEREON</i></p>	
<p><i>(B) THIS PLAN WAS PREPARED FOR AND COMPLIES WITH BURLINGTON COUNTY'S SURVEYORS SCOPE OF WORK.</i></p>	
<p><i>[SIGNATURE] _____</i></p>	
<p><i>[NAME OF SURVEYOR]</i></p>	<p><i>[DATE]</i></p>
<p><i>N.J. LAND SURVEYOR LICENSE NO. [#]</i></p>	

7. Aerial Information Block – An “Aerial Information” block, shown below, shall be placed on the plat whenever aerial data has been used.

<i>SAMPLE AERIAL INFORMATION BLOCK:</i>	
<u>Aerial Information</u>	
Taken By:	[<i>Organization</i>]
Reference:	[<i>File number or identification</i>]
Date of Flight:	[<i>Date</i>]
Scale:	[<i>Stated as ratio, 1:xxxx</i>]

Aerial photographs or planimetric maps or manuscripts, when used to locate physical features on the survey plat, shall be controlled, conforming to National Map Accuracy Standards, and be current to within two (2) years of the date of the survey plat, unless this time restriction is modified by the County. If Digital Aerial Orthophotography is obtained from NJDEP, this requirement is modified to allow the most recent photography available, even if older than two years, provided that the features must be field verified. Aerial information does not replace field verification. When physical features are located by field measurements, a note stating this should be included on the plat. The surveyor may obtain topographic maps from the Burlington County Land Development Office, (856) 642-3800, for use as reference material. Use of such maps shall be subject to rules and regulations promulgated by that office.

8. Detail – A detail of the stamping or casting of each type of cap, disk, shiner, etc. used on marked corners shall be drawn on the survey plat. Caps shall be labeled “Burl Co Farm Easemt”, identify the surveyor and, if possible, include the month and year set.
9. Location Map – A location map shall be provided in the upper right corner of the plat, indicating the site. A portion of a U.S.G.S. Quadrangle 1”=2,000’ is preferred and, if used, the name of the quad is to be stated. The location map’s scale and north arrow shall be shown, and the map shall be oriented so that the north arrow points to the top of the plat.
9. Site Improvements Area - Any site improvements (e.g., buildings, equine tracks, paved farm lanes, hardscape, pits, paved parking areas, pools, man-made ponds, silos, storm basins, solar facilities, towers, or wind power facilities) located within the Premises or Exception areas must be labeled with use at time of survey and size shown on the plat. Residential uses must be labeled as single family, multi family or duplex or apartment units or agricultural labor housing. The surveyor must include the following table on the survey for site improvements located on the Premises:

<u>Item</u>	<u>Example</u>	<u>Area (Sq Ft)</u>
Buildings	houses, barns, sheds, greenhouses	
Equine Track	horse tracks (all surface types)	
Farm lane-paved	areas where vehicles travel	
Hardscape	patios, basketball/tennis courts	
Pit	other permanent depression	
Parking-paved	areas used for vehicle parking	
Pool	swimming pools	
Pond (man-made)	ornamental or irrigation ponds	
Silo	silos	
Storm Basin	man-made, intermittent water	

C. *Detail on Survey*

In addition to the requirements of the State Board of Professional Engineers and Land Surveyors and those specified elsewhere in this document, the surveyor must show and label the following items on the plat:

1. Boundary of the farmland preservation easement. The easement boundary shall be a dark, solid line.
2. Property boundary. The line used for the property boundary should be different than the line used for the boundary of the farmland preservation easement.
3. Point of Beginning. The point of beginning used in the metes and bounds description must be clearly labeled, "Description Point of Beginning" or "P.O.B." (or similar).
4. Set and found pins, markers, and monuments.
5. In a detail, the plan of survey shall clearly indicate the offset (by bearing & distance) of any found marker within 1.5 feet of the true corner calculated by the surveyor. These offsets should be illustrated to the nearest one-hundredth (0.00) of a foot (A new marker shall be placed if a found marker is not within 1.5 feet of the true corner.)
6. Notation of the New Jersey State Plane Grid Coordinate System (NAD 1983).
7. New Jersey State Plane Grid Coordinate System (NAD 1983) coordinates for three outbound corners, including the point of beginning, shall be labeled on the plan including grid coordinates, coordinates scaled to the ground and the project scale factor.
8. Existing buildings, improvements, structures, and foundations of former structures within the property boundaries. All structures shall be labeled – e.g., pole barn, single-family residence, agricultural labor housing. Buildings in excepted areas also shall be shown and labeled.
9. Courses that Follow a Water Line – Tie lines are to be provided for courses that follow a water line. The date and time of the survey, apparent mean high or low water, or other identification as required shall be reported. Tie lines are not necessary if the water line is surveyed and identified by courses having bearings and distances. Courses should not be used if the deed follows the water line.
10. Permanent Bodies of Water that Serve as an Easement Boundary – Acreage within permanent bodies of water, such as ponds, lakes, perennial rivers, and streams, which serve as a boundary of the area of the property to be subject to the easement shall be calculated and reflected on the survey plat and area summary. These areas shall be labeled, "Perennial [Type of Water Body] Forming Property Boundary". The surveyor's best estimate of the size of the water area can be computed by taking the average width and length of the stream or river. Identification and calculation of the area of the water body is required and should be included in the Notes section of the plat.

A metes and bounds description is not required for the purpose of establishing the area of the water body. The area of the water body on the boundary shall be listed as part of the Area Summary, but shall not be deducted from the total easement area.

Identification and calculation of the area of a water body on the easement boundary is not required if the surveyor certifies that the average width of the stream or river is so insignificant that it becomes impractical to calculate the area. This certification should be included in the Notes section of the survey plat.

11. When a non-permanent water body (stream, ditch, etc.) serves as a boundary, include a note on the plat stating “The [Type of Water Body] shown along the [Direction – N, S, E, W] boundary is not a permanent water body.”
12. Riparian Claims – Parcels being surveyed in areas affected by Riparian Claims of the State of New Jersey are to have the Riparian Claim Lines shown on the survey plat. The area of said interest is to be given in acres to the nearest tenth (0.0) of an acre. The source for identifying said Claim Lines shall be maps entitled *Land Subject to Investigation for Areas Now or Formally Below Mean High Water*. (Contact the Division of Coastal Resources, Bureau of Tidelands, P.O. Box 401, Trenton, N.J. 08625, for further information.)
13. Exceptions – Areas that are within the property boundary that are not to be covered by the deed of easement shall be indicated. The bearings and distances of the excepted areas shall be shown on the plat and the boundaries shall be marked by rebar and cap on the ground. **The Point of Beginning must be identified and the NJSPCS Northing and Easting Grid values must be stated.** The acreage shall be shown on the plat and in the Area Summary. A separate metes and bounds description must be prepared for EACH exception. This requirement does not apply to exceptions for proposed future road or drainage rights-of-way. The landowner and DRC staff should be consulted when the surveyor does the fieldwork to determine the exact location of the exception(s). Tax maps, provided by the County, only show the approximate locations of exceptions and proposed subdivisions (if applicable).
14. Areas of Clouded Title – The surveyor may uncover areas of clouded title, such as deed gores, deed overlaps, and areas left unclear as to ownership due to deed ambiguities. The surveyor shall notify the County if such an issue is encountered. County Engineering staff may be able to help resolve boundary issues.

Unless the County directs otherwise, any “Apparent Deed Gore,” “Apparent Deed Overlap,” or “Clouded Title Area” shall be shown and labeled on the preliminary plat, including all bearings, distances, and area. The County may require resolution of any area of clouded title before the survey is finalized.

15. Easements – All easements described in the title commitment must be researched and shown on the survey with a reference to the recorded document’s book and page number. If the surveyor believes that an easement cited as an exception in the title insurance commitment issued to the County is not applicable to the subject property the surveyor shall contact the title agent and so advise him/her. The surveyor shall contact the Department of Resource Conservation if the surveyor and title agent are unable to agree on the matter.
Note: The reference should not be made to the title commitment number, only to the recorded book and page number of the particular easement.
16. Utility easements, visible or known of record, overhead wires or pole lines, and underground pipes or wires within the parcel being surveyed. Utility easements entirely within a dedicated public road right-of-way may be omitted.
17. Proposed future easements.
18. Existing road rights-of-way.
19. Proposed future road rights-of-way, labeled, “Area Excluded for Potential Future Road Right-of-way”.
20. Proposed future drainage rights-of-way, labeled, “Area Excluded for Potential Future Drainage Right-of-way”.
21. Water bodies and watercourses, including the name, direction of flow (when determinable), and area contained.

22. Fences within five (5) feet of the property line should be dimensioned to the nearest tenth (0.0) of a foot and be illustrated in such a way that the direction off of the property line is evident. The alternative would be to label the direction that the fence lies off of the property line (Fence 1.2 feet S/E). If the area enclosed by the encroaching fence is greater than 4,000 square feet the area of the encroachment should be noted to the nearest tenth (0.1) on an acre.
23. Ditches.
24. Vegetated areas. Tree lines and hedgerows shall be shown, and farm fields shall be labeled.
25. Encroachments. Encroachments including the total area shall be labeled on the plan of survey. A detail of the encroachment may be necessary to clearly show sheds, buildings, or structures. Any structure that is encroaching should be located and dimensioned relative to the property line to the nearest tenth (0.1) of a foot.
26. Inlets and drainage facilities that are visible on the surface and within the limits of the parcel or within a dedicated public road right-of-way adjacent to the property.
27. Bridges and culverts, including names and bridge numbers of County-maintained facilities.
28. All roads, including paper streets that have not been vacated. Road center lines, road names, and County route numbers shall be labeled. Roads not open are to be so indicated.
29. Name of record owner, tax block and lot number, deed book and page number, and net farmland preservation easement area shall be shown on the subject lot(s).
30. Name of record owner, tax block and lot number, and deed book and page number shall be shown on ALL adjoining parcels.
31. If the survey indicates that the municipal tax map erroneously locates the parcel, this discrepancy shall be noted on the plat.
32. North arrow. The plat should be oriented with north to the top of the plat.

VIII. THE PROPERTY OUTBOUNDS, FARMLAND EASEMENT, AND EXCEPTION DESCRIPTIONS

A. The Property Outbounds and Farmland Easement Descriptions

1. Type of Description – The surveyor shall prepare a metes-and-bounds-type description of the property outbounds and the farmland preservation easement. There should be a separate description for both the Property Outbounds and the Farmland Easement.
2. Consistency with Plat – This description shall be consistent with the survey in every particular and shall not include any information that does not appear graphically or in a factual note on the survey plat.
3. Multiple Tax Lots – One description may include several contiguous tax lots in common ownership grouped together into one or more “survey tracts.”
4. New Jersey Plane Grid Coordinates – Plane coordinates for three outbound corners, including the point of beginning, shall be stated in the description. The three coordinates shall be three outbound corners, as shown on the plat.
5. Exceptions – Exceptions from the easement that are contained entirely within the easement boundaries shall be referenced in the description. Exceptions from the easement that are on the outer boundary of the parcel also shall be referenced in the description. The description of the easement should not “go around” excepted areas on the outer boundary.

6. Area Figures – The farmland preservation easement area of each parcel must be provided in acres, and shall correspond to the figures in the Area Summary on the plat. If more than one lot is included in the parcel, the total farmland preservation easement area shall be provided followed by a breakdown of area for each lot.
7. Format of Area Figures – All areas reported in the metes and bounds description are to be stated in acres, rounded to the nearest thousandth (0.000) of an acre. If the parcel being surveyed is bounded by a waterway or riparian interest claim, the acreage shall be rounded to the nearest tenth (0.0) of an acre. Areas reported that are less than one acre should also be reported in square feet.
8. Standard Format – The description must be prepared using the standard format as described below:
 - a) The description shall be on original company letterhead
 - b) The heading shall be located near the top of the page but below any company logo, address, or name. The heading shall read as follows:

<u>DESCRIPTION OF FARMLAND PRESERVATION EASEMENT</u>	
Municipality	Date
Burlington County	Block
Project Name & Number	Lot
Name of Owner	Property Address
Owner's Mailing Address	

- c) The first paragraph shall read as follows:

All that certain tract or parcel of land located at [street address] in the [City, Borough, Town, or Township] of _____, County of Burlington, New Jersey, bounded and described as follows:
- d) The second paragraph shall describe the point of commencement, its New Jersey State Plane Grid Coordinates, and courses leading to the beginning point, if applicable.
- e) The body of the description is to be composed by the surveyor in the surveyor's own style. All courses should be numbered in sequence and bearings not reversed. All bearings shall be those given on the plat. The description of the easement should read clockwise.
- f) Qualifying and augmenting clauses shall be included where required.
- g) The final paragraph shall read:

Pursuant to a survey of the Farmland Preservation easement on the property of [name of owner], known and designated as Block _____, Lot _____, on the municipal tax map of [City, Borough, Town, or Township], said survey prepared by [surveyor firm's name and address], dated [date], and marked as File No. _____.
- h) The description shall include the Deed Book and Page OR Official Record information for all adjoining lots.
- i) The descriptions shall include references to all found or set property corners (monuments, iron pins etc).

B. The Farmland Exception Description(s)

A separate metes and bounds description must be prepared for all excepted areas. The description shall follow the format described above, except the heading shall read, "Description of Exception to Farmland Preservation Easement."

IX. DIGITAL DATA

The surveyor shall provide a read-only compact disc(s) or 3½" computer diskette(s) containing four CADD or GIS data layers and the metes and bounds description. The compact disc(s)/computer disk(s) shall be labeled with the surveyor firm's name, the file names, the date, the file format, and, if there are multiple discs/disks, with the disc/disk number.

1. Survey Data Layers

- a) The first layer shall contain the surveyed parcel property lines and any interior lot lines of the surveyed property.
- b) The second layer shall contain the surveyed farmland easement lines and any interior easement lines.
- c) The third layer shall contain the three points for which NJ Plane Grid Coordinates are given in the plat and in the description.
- d) The fourth layer shall contain annotation only, including the following text items: Property Owner, Block, Lot, Municipality, County, Survey Firm, Surveyor, Project Name & Number, Date of Survey, Date of Last Revision, Datum, Coordinate System, List of Layers, and contents of each layer.

2. Drawing Format – The files must be drawn at the real New Jersey Plane Grid Coordinate System (NAD 1983) positions and the views must be unrotated so that the NJPCS North points orthographically "up" (vertical) in the screen. The polygons shall be created from the coordinate geometry of the survey point of beginning through the final course of survey and terminus point.

3. Polygon Closure – To provide a uniform method of completing the closure of the surveyed polygons without degrading the quality of the NJPCS surveyed bearings being used, the acceptable radial error of survey closure in a zero tolerance data environment shall be entered as a final closing arc between the survey point of beginning and the survey point of ending as an additional course.

4. File Name – The file is to be named using the first eight letters of the property owner's name unless multiple files are combined in a project area. If this is the case, the first eight letters of the project name shall be used.

5. File Format – The file must be devoid of color, symbol, or special text codes. The data must be converted to .dxf format only and submitted on a read-only compact disc that has been scanned to avoid any known viruses. If converted from Autocad, the file must be converted by .dxf from Autocad 12 or older. All Autocad blocks must be erased.

6. Text Files – The metes and bounds description and any other ancillary text or data shall be included on the disc in a format compatible with the County's data processing systems: Microsoft Word, Excel, or Access, Wordperfect 5.X format, textfile, or DBase.

7. Additional Specifications – Additional specifications and guidelines for a specific data collection activity may be furnished at the time that price quotes are solicited for a specific project.

X. DELIVERABLES

A. *Preliminary Survey Submission Package (and revised preliminary, if necessary) to the Burlington County Dept of Resource Conservation after Survey Reviewer has found preliminary survey compliant with the Scope of Work.*

- a) Three (3) preliminary survey plats (**30" X 42"**), which need not be signed or sealed.
- b) Three (3) preliminary metes and bounds descriptions of the property outbounds, easement area, and any exception areas, labeled "Draft."

B. *Final Survey Submission Package*

- a) Nine (9) copies of the final survey plat and property description, which incorporate corrections and changes requested by the County. All copies of the final survey must be signed, sealed, and certified by a New Jersey Licensed Land Surveyor who is a member of the firm. The property description shall be printed on the surveyor's letterhead.
- b) Two (2) copies of the final survey plat reduced to 8½"X11" size. Does not need to be sealed.**
- c) One (1) full-sized mylar of the survey, submitted rolled, without any creases.
- d) Three (3) read-only compact discs containing a digital copy of the survey in .dxf format only and the metes and bounds description of the property to be subjected to the easement, meeting the specifications stated herein.
- e) Three (3) paper copies of the Metadata Form, provided at the end of this Scope of Work. One form shall be delivered for each set of contiguous parcels under common ownership.
- f) A computer printout of the coordinate geometry (COGO) survey data files demonstrating that the mathematical survey expressions used to define the parcel as used on the plan and in the description of the property form a closed polygon and verify that the areas as stated are correct. The precision of the survey must be stated and the bearing and distance of the radial error of closure of the adjusted survey (distance from the terminus of the final course to the point of beginning) must be given;**