ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

 BETWEEN

 STATE AND CONSULTANT

This Agreement is made this \_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_in the year Two Thousand and \_\_\_\_\_\_\_\_\_\_\_ between the State of New Jersey, Department of Transportation, hereinafter "STATE" and **Full Name and Address of Consultant**, hereinafter "CONSULTANT";

For the following Project:

Project Name

 And

**Description**

I. The STATE and the CONSULTANT agree as set forth below:

1. This Agreement is comprised of both the Additional Terms and Conditions of Agreement Between STATE and CONSULTANT ("Additional Terms and Conditions") contained herein and the Standard Terms and Conditions of Agreement Between STATE and CONSULTANT (Articles 1 through 60) ("Standard Terms and Conditions") dated **09/24/2024**, which can be obtained from the Department’s website at:

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

 The term "Agreement" shall at all times be construed to encompass both the Additional Terms and Conditions and the Standard Terms and Conditions, unless expressly stated otherwise.

B. The CONSULTANT shall provide professional services for the Project in accordance with the Standard Terms and Conditions and these Additional Terms and Conditions.

C. The CONSULTANT shall electronically provide in Adobe Acrobat or other format identified by the STATE, at the STATE’S direction, various project related reports, studies, and other documentation which may be utilized to solicit Expressions of Interest for other phases of the Project. Reports, studies and other documentation may include, but not be limited to: Conceptual Studies, Feasibility Reports, Environmental Studies, Traffic Studies, Corridor Studies, sketches, drawings, maps and plans.

D. The CONSULTANT shall submit a Quality Management Plan to the Department in accordance with the “Quality Management Plan Procedure” for approval. Obtaining approval of a Quality Management Plan from the STATE is a pre-requisite of the CONSULTANT prior to execution of this AGREEMENT with the STATE.

The CONSULTANT shall establish and maintain a Quality Management Plan approved by the STATE, which sets forth both the CONSULTANT's policy for quality control and procedures for implementing that policy during the performance of work on the Project. All work performed by the CONSULTANT shall be in conformity with the Quality Management Plan approved by the STATE. Approval of the Quality Management Plan by the STATE does not relieve the CONSULTANT of any liability for any deficiency in the work. The STATE, by approving the Quality Management Plan, does not accept any liability therefore or for any deficiency or error in the work performed by the CONSULTANT. If after approval by the STATE of the Quality Management Plan, the STATE determines that the CONSULTANT has not conformed with the approved Quality Management Plan, the STATE will so notify the CONSULTANT in writing and require the submission of a corrective action plan within 30 days of the date of the non-conformity notice. Failure of the CONSULTANT to provide a timely corrective action plan deemed satisfactory by the STATE may be considered a material breach of this Agreement.

E. The CONSULTANT warrants that all engineering services shall be performed or approved by an engineer licensed by the New Jersey Board of Professional Engineers and Land Surveyors to practice in the State of New Jersey.

The CONSULTANT warrants that all field survey services shall be performed or approved by a surveyor licensed by the New Jersey Board of Professional Engineers and Land Surveyors to practice in the State of New Jersey.

## If the CONSULTANT is required by the Professional Service Corporation Act (N.J.S.A. 14A:17‑1 et. seq.) to be authorized by the New Jersey Board of Professional Engineers and Land Surveyors to provide engineering and/or land surveying services, the CONSULTANT hereby warrants that it is currently so authorized and that it will retain its authorization by the New Jersey Board of Professional Engineers and Land Surveyors until completion of all work under this Agreement.

G. To the extent that it is not inconsistent with the terms of this Agreement, the CONSULTANT's proposal of **date here** is made a part of this Agreement as if set forth herein. Notwithstanding the above, however, all payment and compensation provisions of the proposal are superseded by the terms of this Agreement, whether or not there is conflict or inconsistency between such provisions and such terms.

II. COMPENSATION This is a Cost Plus Fixed Fee Agreement.

The STATE shall compensate the CONSULTANT for allowable direct and indirect costs incurred, together with a Fixed Fee, up to a maximum Project amount of **$ total (prime and subs) proposal amount** for satisfactorily performing the work. In addition to this limitation on total compensation, the limitations set forth below on specific categories of costs shall also apply. The CONSULTANT agrees that all funds are subject to appropriations and the availability of funds.

Properly drawn payment vouchers will be honored if the Fixed Fee amounts for the CONSULTANT and Subconsultants are correct and the total costs are within the base agreement ceiling and the ceiling on any Extra Work modifications.  Invoices will not be rejected if cumulative costs exceed various line item cost ceilings such as direct labor, direct expenses, overhead, or individual sub-consultant ceilings. Any billings in excess of allowable fee will be reduced to the current ceiling amount allowed. Monthly payment vouchers must detail actual costs versus budgeted for each of those contract line items. Progress reports must also accompany the monthly payment vouchers.

In addition to the ***(PICK ONE)*** Preliminary Engineering **or** Final Design services covered by this Agreement, the STATE has also evaluated and selected the CONSULTANT based upon the CONSULTANT’S ability to perform ***(PICK ONE OR MORE)*** Final Design **and/or** Construction Engineering Services for the project. Subject to the appropriation and availability of funds, the STATE, at its sole discretion, may authorize the CONSULTANT to proceed with such work by an Extra Work Consultant Agreement Addendum.

This Agreement does not create for the CONSULTANT the right to provide any services other than those specifically authorized in Part IV.A. The STATE reserves the right to perform any Extra Work services needed to complete the project with its own forces or to contract with other parties for performance of said services.

## Allowable Costs for Project Work

1. Allowable direct costs are those costs incurred by the CONSULTANT solely for the Project work and services set forth in subparagraph 3(a) and (b) and in subparagraph 4(a) below and not identified as unallowable. Allowable indirect costs are those costs (i.e., payroll burden, general overhead and administrative costs) of the CONSULTANT set forth in subparagraph 3(c) below which are not identified solely with one agreement, but are rather, company‑wide or attributable to more than one agreement of the CONSULTANT, and are not identified as unallowable. Costs incurred in preparing proposals for this Agreement and modifications, if any, shall be treated as allowable indirect costs.

1. Unallowable costs are those costs identified in the Agreement as unallowable or nonreimbursable; costs identified as unallowable or nonreimbursable by New Jersey Department of Transportation policies and practices pertinent to agreement compensation; and costs identified as unallowable or nonreimbursable in FAR (Federal Acquisition Regulations Subpart 31.2 ‑ Contracts with Commercial Organizations (48 C.F.R. 31.201 et. seq.).

If costs are identified as unallowable or nonreimbursable in any one of the categories specified in the previous sentence, they shall be considered unallowable costs.

3. The STATE shall reimburse the CONSULTANT upon receipt of properly drawn monthly invoices for those portions of its allowable direct labor and indirect costs incurred for Project work, up to a maximum total reimbursement of allowable costs of **$prime salaries + prime overhead amount** .

The STATE shall reimburse the CONSULTANT for the following allowable direct labor and indirect costs:

1. As allowable direct costs, wages earned by partners and principals while performing technical work on the Project and the actual wages paid to employees for work on the Project. A certified payroll schedule shall be attached to the agreement cost proposal and shall list all employees of the CONSULTANT and any subconsultants separately, who will perform technical functions on the project, stating their names, titles, ASCE grades, and hourly wage rates as of the selection date posted on the Professional Services website. The CONSULTANT shall provide an additional certified payroll when a cost proposal is required for Additional or Extra Work Consultant Agreement Modifications, Consultant Agreement Addenda, and task orders subject to Audit review. The STATE may request special documentation of any wage rate or individual job function at any time it deems necessary during the Agreement duration. No individual shall be shown on any invoice unless his or her function and title have been approved by the STATE and wage rates have been documented in the project’s Certified Payroll.
2. As allowable direct costs, a premium of up to one‑half (1/2) of straight‑time hourly wage rates for overtime hours authorized by the STATE, when such overtime is, in fact, paid by the CONSULTANT.

c. As allowable indirect costs, an audited percentage of allowable straight‑time hourly wages incurred at the approved interim overhead rate. For interim billing purposes, the STATE shall pay the CONSULTANT **prime overhead rate%** of allowable straight‑time hourly wage incurred. The final overhead rates for each year will be determined by Audit and subject to adjustment, increase or decrease, based on actual cost.

d. The final overhead rates for each year will be determined by Audit and subject to adjustment, increase or decrease, based on the actual cost. The audited percentage for allowable indirect costs will be the ratio of allowable payroll burden and general and administrative costs to the total allowable direct salary costs (excluding premium portion of overtime) of the CONSULTANT. This audited percentage will be developed on an annual basis using the CONSULTANT's fiscal year.

4. The STATE shall reimburse the CONSULTANT for the following allowable direct non‑salary costs:

1. As allowable direct costs, costs incurred for the following itemize expenses which are directly chargeable to the Project, and not normally provided as part of overhead, up to an amount not to exceed **$ prime direct expense amount**.
2. Travel by common carrier at coach rates.
3. Use of non‑consultant owned vehicles at a mileage or rental rate approved by the STATE, exclusive of commutation. The rates approved by the STATE for “Use of non-consultant owned vehicles at a mileage rate approved by the State which will be at the actual company reimbursement rate allowed or at the mileage rate limitation noted in the current Federal Travel Regulation, whichever is lesser, exclusive of commutation. Rental of non-consultant owned vehicles must be at a rental rate approved by the State, exclusive of commutation." The Current Federal Travel Regulation mileage limitations are at <http://www.gsa.gov/mileage>.
4. Out of pocket costs for meals and lodging at rates approved by the STATE, not to exceed actual cost. Rates approved by the STATE will be consistent with the current Federal Travel Regulation Per Diem Rates available at <http://www.gsa.gov.>
5. Expendable materials and equipment rental as approved by the STATE.
6. Vendor invoiced prints, reproductions, renderings, and acquisition of documents.
7. Provision of all regular and special equipment, tools, labor, and all else necessary to perform any task or inspection, including, but not limited to, sampling, testing and traffic control.
8. Charges for permits, grants and licenses in connection with the work.

5. Travel time to and from each project assignment for the CONSULTANT's sampling and monitoring crews shall be allowable as a direct cost subject to proposal negotiations for each assignment.

1. If, during the duration of this Agreement, the CONSULTANT determines the costs to be incurred in any of the cost categories set forth in Part II.A.3.a., b. and c. or Part II.A.4.a will be less than the category limitations contained therein, the CONSULTANT may ask the STATE to transfer the excess monies to one of the other categories to cover the cost of additional work or anticipated overages within the scope of the Agreement or a previously executed extra work Consultant Agreement Modification. The CONSULTANT must provide the STATE with a complete written justification for the transfer and gain approval from the STATE before performing the proposed additional work or before incurring costs in excess of a category limitation.

B. Fixed Fee

For performance of Project work in a satisfactory manner, the STATE shall pay the CONSULTANT a Fixed Fee of **$ prime fixed fee** as follows:

1. For all services performed under this Agreement, with the exception of Construction Engineering Services, the STATE shall pay as invoices are approved, a percentage of the Fixed Fee, equal to the percentage of the Project completed during the time period covered by the invoice as shown on the CONSULTANT's monthly progress report.
2. For Construction Engineering Services, the STATE shall pay as invoices are approved, a percentage of the Fixed Fee equal to the percentage of overall direct salary costs incurred during the time period covered by the invoice. The total percentage of Fixed Fee under this Agreement shall not exceed the total percentage of overall direct salary costs incurred for the Project work.

C. Adjustments for Additional Work, Decreased Work

1. If the STATE orders a change in the work which represents Additional Work or Decreased Work, adjustments to allowable direct and indirect costs resulting therefrom shall be made by Consultant Agreement Modification. The STATE shall pay the CONSULTANT for Additional Work costs in accordance with allowable costs incurred, as defined, and in the manner set forth, in paragraph A above. Correspondingly, adjustments resulting from Decreased Work shall reduce the allowable direct and indirect costs consistent with the manner set forth in Paragraph A, above. Additional Work is defined as more work on studies, services or designs provided for in this Agreement or on studies, services or designs provided for in a previous Extra Work Consultant Agreement Modification. Decreased Work is defined as less work on, or the elimination of studies, services or designs provided for in this Agreement or studies, services or designs provided for in a previous Extra Work Consultant Agreement Modification. Additional Work and Decreased Work Consultant Agreement Modifications may raise or lower the limitations on total compensation and on specific categories of costs set forth in Paragraph A above, as well as make adjustments to such limitations as are contained in previous Consultant Agreement Modifications.

1. Consultant Agreement Modifications providing for Additional Work shall not entitle the CONSULTANT to additional Fixed Fee, nor shall Consultant Agreement Modifications for Decreased Work result in a reduction in the Fixed Fee, except as provided in this paragraph 3a, 3b, 3d and 3e.

3. The STATE will provide for an additional or a reduced Fixed Fee as part of a Consultant Agreement Modification for additional work or decreased work for each phase of work as follows:

1. If the work of the Consultant is increased by more than 10% of the total staff hours for Consultant personnel included in the Consultant’s original proposal for that phase of work which is part of this Agreement, the State will pay the Consultant an increase in the amount of the Fixed Fee calculated on that portion of the increased hours which is in excess of 10% of the total staff hours for Consultant personnel contained in Consultant’s original proposal.
2. If the work of the Consultant is decreased by more than 10% of the total staff hours for Consultant personnel included in the Consultant’s original proposal for that phase of work which is part of this Agreement, the State will decrease the amount of the Fixed Fee calculated on that portion of the reduced hours which is in excess of 10% of the total staff hours for Consultant personnel contained in Consultant’s original proposal.
3. For purposes of paragraphs a. and b. of this section, the staff hours of personnel employed by sub-consultants shall not be included in the total staff hours of the Consultant.
4. If the work of a Sub-consultant is increased by more than 10% of the total staff hours for the Sub-consultant’s personnel included in the Consultant’s original proposal for that phase of work which is part of this Agreement, the State will pay the Consultant an increase in the amount of the Sub-consultant’s Fixed Fee calculated on that portion of the increased hours which is in excess of 10% of the total staff hours for the Sub-consultant’s personnel contained in Consultant’s original proposal.
5. If the work of a Sub-consultant is decreased by more than 10% of the total staff hours for the Sub-consultant’s personnel included in the Consultant’s original proposal for that phase of work which is part of this Agreement, the State will decrease the amount of the Sub-consultant’s Fixed Fee paid to the Consultant calculated on that portion of the reduced hours which is in excess of 10% of the total staff hours for Sub-consultant’s personnel contained in Consultant’s original proposal.
6. For purposes of paragraph d. and e. of this section, the staff hours of personnel employed by the Consultant shall not be included in the staff hours of a sub-Consultant.

4. The CONSULTANT shall perform no Additional Work without having received written notice from the STATE authorizing such Additional Work.

D. Payment for Extra Work Costs and Related Fixed Fee

If the STATE orders a change in the work which constitutes Extra Work, the costs thereof shall be paid by Consultant Agreement Modification. The STATE shall pay the CONSULTANT for Extra Work costs in accordance with allowable costs incurred, as defined, and in a manner set forth, in Paragraph A above. Extra Work is defined as work performed by the CONSULTANT outside of the scope or limits of Project work (as expanded by other Consultant Agreement Modifications) but connected with the Project, and/or work necessitated by the revision of approved completed work, and/or work designated as Extra Work in this Agreement. Extra Work Consultant Agreement Modifications provide funding for new studies, services or designs, not for more work on existing studies, services or designs. In addition to payment of additional costs, the STATE shall pay a negotiated Fixed Fee for Extra Work. The Fixed Fee shall be treated in the manner set forth in Paragraph B above. Allowable costs and Fixed Fee for Extra Work shall be established by Extra Work Consultant Agreement Modifications and shall be in addition to the limitations established in Paragraphs A and B, above, for the Agreement. They shall be invoiced separately from the Agreement work and other Extra Work Consultant Agreement Modifications.

The CONSULTANT shall perform no Extra Work without having received prior written notice from the STATE authorizing such Extra Work.

E. Payment of Subconsultants

All payments for work, Additional Work and Extra Work subcontracted by the CONSULTANT, if any, shall be made to the CONSULTANT upon properly submitted invoices. All work performed by subconsultants on the Project shall be treated as being performed by the CONSULTANT. The CONSULTANT shall remain responsible for satisfactory performance of all work.

The reimbursement limitations set forth in Part II, paragraphs A. and B. above, do not include the compensation to be paid the CONSULTANT for work performed by subconsultants.

The CONSULTANT may be paid either its costs plus a fixed fee or a fixed price for work performed by each subconsultant. If the CONSULTANT is paid on a cost plus fixed fee basis for work performed by a subconsultant, the provisions of Part II, paragraphs A. and B., but not the limitations contained therein, shall apply. The cost plus fixed fee limitations for each such subcontract shall be as set forth below. If the CONSULTANT is paid on a fixed price basis for the work performed by a subconsultant, the fixed price set forth below shall be considered full compensation for all costs incurred by the CONSULTANT for work performed by that subconsultant. Payment of the fixed price shall be made on monthly invoices submitted by the CONSULTANT based upon the percentage of the subcontracted work completed, as shown in the CONSULTANT's monthly progress reports. The CONSULTANT may not withhold retainage from Subconsultants.

 The STATE shall reimburse the CONSULTANT for subcontract work as follows:

|  |  |
| --- | --- |
| Subconsultant | Cost Plus Fixed Fee |
| **Sub-Consultant Name 1** |  |
|  |  |
| Part II |  |
| Limitation on Total Compensation | **$ sub 1 total cost here** |
|  |  |
| Part II, para. A.3. |  |
| Allowable Direct labor and Indirect Costs | **$ sub 1 salary + overhead cost here** |
|  |  |
| Part II, para, A.4.a. |  |
| Maximum for Itemized Allowable Direct Costs |  **$ sub 1 direct expense cost here** |
| 1. Travel by common carrier at coach rates.
2. Use of non consultant owned vehicles at a mileage or rental rate approved by the STATE, exclusive of commutation. The rates approved by the STATE for “Use of non-consultant owned vehicles at a mileage rate approved by the State which will be at the actual company reimbursement rate allowed or at the mileage rate limitation noted in the current Federal Travel Regulation, whichever is lesser, exclusive of commutation. Rental of non-consultant owned vehicles must be at a rental rate approved by the State, exclusive of commutation." The Current Federal Travel Regulation mileage limitations are at <http://www.gsa.gov/mileage>.
3. Out of pocket costs for meals and lodging at rates approved by the STATE, not to exceed actual cost. Rates approved by the STATE will be consistent with the current Federal Travel Regulation Per Diem Rates available at <http://www.gsa.gov>.
4. Expendable materials and equipment rental as approved by the STATE.
5. Vendor invoiced prints, reproductions, renderings, and acquisition of documents.
6. Provision of all regular and special equipment, tools, labor, and all else necessary to perform any task or inspection, including, but not limited to, sampling, testing and traffic control.
7. Charges for permits, grants and licenses in connection with the work.
 |
|  |  |
| Part II, para. A.3.c. |  |
| Interim Overhead Rate |  **sub 1 overhead rate here%** |
|  |  |
| Part II, para. B. |  |
| Fixed Fee | **$ sub 1 fixed fee cost here** |

F. Payment of Overpayment

In the event of overpayment to the CONSULTANT, repayment by the CONSULTANT to the STATE shall be made in the manner set forth in subparagraph H.5, below.

G. Retention of Records

1. The CONSULTANT shall retain and make available all records, papers, documents, books and other supporting evidence pertaining to the costs incurred during the performance of work under this Agreement and during the preparation of proposals ("retained records") to satisfy Contract/Agreement negotiation, administration, audit and inspection requirements of the State during the Agreement period and for a minimum of five (5) years after final payment or termination of the Agreement. Additionally, all records involved with disputes, litigation or settlement of claims arising under or related to the Agreement shall be retained and made available until such disputes, litigation or claims are finally disposed of. No retained records or records involved with disputes, litigation or settlement of claims shall be destroyed by the CONSULTANT without the prior written approval of the STATE.

2. FAR Subpart 4.7 ‑ Contractor Records Retention (Apr. 1984) (48 C.F.R. 4.700 et. seq.) and FAR 52.215‑1 (Apr. 1984) (48 C.F.R. 52.215‑1) are hereby made a part of this Agreement by reference as if set forth fully herein.

H. Examination/Audit of Records

1. The CONSULTANT shall make available at its office at all times requested retained records and records involved with disputes, litigation or settlement of claims for examination, audit, and/or reproduction by the STATE without conditions of any type.

2. Audits shall be performed in accordance with Article 58 of the Standard Terms and Conditions.

3. The STATE may, at its option, perform audits throughout the retained records period and may, at its option reaudit all or parts of costs previously audited.

 4. Final Payment

When in the opinion of the CONSULTANT all work required by the Agreement has been completed, it shall notify the STATE in writing of this. The STATE shall then, at its option, either perform an audit of costs of the Project or defer this audit for later scheduling to conform with its ongoing audits of CONSULTANT. Upon completion of this audit or concurrence of the STATE's audit manager that an audit will be performed at a later date, the STATE will notify the CONSULTANT that it shall submit a final invoice which shall include the following release clause: "In consideration of the requested final payment, the CONSULTANT hereby releases and gives up any and all claims the CONSULTANT may have, now or in the future, against the State of New Jersey, its officers and employees, arising out of any and all obligations assumed and work performed under **Agreement** **XXXXXXXXX**, including claims for Extra or Additional Work." It is understood that this release does not waive the CONSULTANTS’s rights to recover underpayments determined by any audit performed subsequent to the submission of the release clause, but reimbursement is restricted by the requirement that all costs may not exceed the maximum project amount noted in Part II. If this invoice is accepted by the STATE, the STATE will then make final payment to the CONSULTANT. It is expressly understood and agreed that this final payment shall not waive any rights of the STATE to adjust and collect overpayments disclosed by subsequent audits.

5. Repayment by Consultant.

When audits disclose overpayments to CONSULTANT, the STATE may, at its option, either require the CONSULTANT to repay the overpayment within thirty (30) days of demand for repayment by the STATE or deduct the amount of overpayment from monies due the CONSULTANT under this Agreement or under any other contract between the STATE and the CONSULTANT. Any overpayments not repaid through actual repayment by deduction within thirty (30) days of notice to CONSULTANT shall be charged interest at ten percent (10%) per annum. The thirty (30) days notice of repayment or deduction shall commence upon mailing of written notice to the CONSULTANT.

6. Should the Agreement be terminated prior to completion of all work, the procedures set forth in paragraph (4), above, shall be followed to close out the agreement.

I. Subconsultants

The CONSULTANT shall require its subconsultants, if any, to comply with the provisions of paragraphs G and H above by placing equivalent provisions in subcontracts.

III. TIME

 The STATE and CONSULTANT agree that:

A. Work under this Agreement shall begin within ten (10) calendar days of the CONSULTANT's receipt of written notice from the STATE to proceed and be completed within **number of months (XX)** months of the CONSULTANT's receipt of said notice to proceed.

B. Additional Work or Extra Work shall begin within ten (10) calendar days of receipt by the CONSULTANT of a copy of the executed Consultant Agreement Modification authorizing such Additional Work or Extra Work and shall be completed by the date established for the completion of the work under paragraph A, unless a Consultant Agreement Modification establishes a new completion date for all work under this Agreement or for the specific Additional Work or Extra Work in question.

IV. STATEMENT OF CONSULTANT'S WORK AND SERVICES.

A. The CONSULTANT shall:

1. Perform the work tasks described in the proposal dated **date here** and incorporated herein pursuant to Part I, Paragraph G above.

2. At no cost to the STATE, give general advice, revise completed contract documents, and make visits to the construction site, as required, to correct all errors and omissions in the plans or specifications and to discuss the conformity between the project construction and construction contract documents.

3. Only work specified as being performed by a subconsultant may be subcontracted. All other work must be performed by the CONSULTANT.

B. The CONSULTANT agrees to ensure that Emerging Small Business Enterprises (ESBEs), as defined in NJDOT Disadvantaged Business Enterprise Program, and the Disadvantaged Business Program as defined in 49 CFR, Part 26, Subpart B and FTA Circular 4716.1A, or the State Small Business Program (SBE’s I, II, III, IV, V) criteria, set forth in (N.J.A.C. 17:13) have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds or 100% State funds. For this Agreement, the DBE or ESBE goal (Federal Aid Contracts), or SBE goal (100% State funded contracts), as established by the STATE, shall be at minimum:

Pick one

**goal at time of posting** percent ESBE/DBE for Federal Aid contracts

###### goal at time of posting percent SBE for 100% State funded contracts

The Consultant hereby commits to make a good faith effort to achieve an ESBE/DBE goal of **???%** (Federal funded project), **OR** **??%** SBE goal (State funded project) under this Agreement.

Failure to achieve or make a good faith effort to meet the established goal may result in sanctions under paragraph 5 of Article 45 of the Standard Terms and Conditions. However, when there are no established goals, the CONSULTANT is still encouraged to assign work to ESBE’s, DBE’s or SBE’s.

V. The STATE's coordinator for this Project, to whom the CONSULTANT shall address all correspondence, is:

 **Name**

 He/she may be reached at the following address, telephone number, and email:

 **New Jersey Department of Transportation**

 **1035 Parkway Avenue, PO Box 600**

###  **Trenton, NJ 08625**

 **Phone and Email**

The STATE's coordinator, address and telephone number may be changed by the STATE upon written notification to the CONSULTANT.

VI. The office of the CONSULTANT for the coordination of work involved in this Project and for service of any legal process related to this Project is located at:

**Address (must be a NJ address or a legal representative with a NJ address)**

 The CONSULTANT's project representative is:

 **Name**

 He/she may be reached at the following telephone number and email.

 **Phone and Email**

The CONSULTANT's project representative, address and telephone number may be changed by the CONSULTANT upon written notification and approval by the STATE in accordance with Articles 19 and 20 of the "Terms and Conditions".

 VII. CERTIFICATION OF CONSULTANT ELIGIBILITY

The CONSULTANT's signatory hereby certifies, under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, project director, manager, auditor, or any position involving the administration of federal or state funds:

 1. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, state or local government agency;

2. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, state or local government agency within the past 3 years;

3. does not have a proposed debarment pending; and

4. has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(Insert Exceptions ‑ For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

VIII. EXECUTION

Corporate consultants shall attach a corporate resolution by the Secretary/Treasurer authorizing the President/Vice President to execute this Agreement and bind the CONSULTANT; the Secretary shall attest to the execution and affix the corporate seal. Partnership consultants shall have all partners sign the Agreement or have the Agreement signed by one partner, provided documents are attached which authorize that one partner to bind all partners; all signatures shall be witnessed. For sole proprietorships, the sole proprietor shall execute this Agreement with the execution notarized; notarization to be attached. Joint Venture consultants shall follow the execution procedure applicable to each of the joint venturers. This Agreement shall not become binding on either party until it is executed by or on behalf of the Commissioner of Transportation.

This Agreement executed as of the day and year first written above, each party having caused it to be signed, attested/witnessed/sealed.

|  |  |
| --- | --- |
| Attest/Witnessed/Sealed: | **(FIRM’S NAME –IN ALL CAPS)** |

|  |  |  |  |
| --- | --- | --- | --- |
|  | (Seal) |  By: |  |
| **Name****Title** | **Name****Title** |

|  |  |
| --- | --- |
| Attest/Witnessed/Affix Seal: | THE STATE OF NEW JERSEY |
|  | DEPARTMENT OF TRANSPORTATION |

|  |  |  |
| --- | --- | --- |
|  |  By: |  |
| **Name**SecretaryNew Jersey |  | **Name**Assistant CommissionerNew Jersey |
| Department of Transportation |  | Department of Transportation |

|  |
| --- |
| Approved as to form: |
|  |
|  |
| NameDeputy Attorney General |
|  |
|  |
| DATE |