

TPA PHOTOVOLTAIC SYSTEMS

**Trenton Parking Authority
16 E. Hanover Street
Trenton, New Jersey**

BID FORM COVER SHEET

Date: _____

Firm Name: _____

Firm Address: _____

Contact Name: _____

Contact Title: _____

Phone Number: _____

Email: _____

To Whom It May Concern:

This Bid is submitted in accordance with your Advertisement inviting bids to be received by the Trenton Parking Authority for the Work of the TPA PHOTOVOLTAIC SYTEMS project.

Having carefully examined the Contract Documents, including all Specifications, Drawings, and Addenda which are incorporated with these documents, indicating various conditions affecting this contract, the undersigned herein agrees to furnish all materials, perform all labor, and do all else necessary to complete the work for the Contract for the above named Project in accordance with said Contract Documents for the lump sum and unit prices contained within this Bid Form.

I understand and acknowledge that the low bid will be calculated by the Trenton Parking Authority based upon the Lump Sum of each bidder, including the work required by the Contract Documents plus the amount of all Allowances listed on the Bid Form.

SEALED BID CHECK LIST

DOCUMENTS TO BE SUBMITTED TO OWNER WITH SEALED BID

Each Bidder is required to complete this check list of all mandatory items that are required for this bid. Bidder must acknowledge reading required documents.

Must Submit With Bid:

Bidder Must Initial Each Item Below:

- Bid Form Cover Sheet _____
- Sealed Bid Check List _____
- Bid Form _____
- Statement of Bid Exceptions _____
- Acknowledgement of Receipt of Addenda _____
- Bid Bond/Security (Refer to Instruction to Bidders, Section B.III) _____
- Consent of Surety _____
- Bidder's Qualifications _____
- Ownership Disclosure _____
- Acknowledgment of Contractor (Corp./LLC/Partner/Ind) _____
- Non-Collusion Affidavit (Contractor) _____
- Non-Collusion Affidavit (Subcontractor) _____
- Disclosure of Investment Activities in Iran Form _____
- Disclosure of Investment Activities in Russia/Belarus Form _____
- Business Registration Certificate _____

Must Be Submitted Before Contract Award:

State of New Jersey Form AA-201 _____

Public Works Contractor Registration Certification _____

Performance Bond _____

Payment Bond _____

Insurance Certificates _____

Reviewed:

Public Works Contract and Prevailing Wage Mandatory Language _____

Mandatory Equal Employment Opportunity Language for
Construction Contracts _____

Americans with Disabilities Act 1990 _____

DATED: _____, 2022

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

BID FORM

TPA PHOTOVOLTAIC SYSTEM

TRENTON PARKING AUTHORITY

NOTE: BIDDERS MUST USE THIS FORM IN SUBMITTING THEIR PROPOSALS, FILLING IN ALL THE BLANKS

TO: TRENTON PARKING AUTHORITY
16 E. Hanover Street
Trenton, New Jersey
ATTN: Anne LaBate, Chairperson

SUBMITTED BY: _____

CONTRACTOR: _____

ADDRESS: _____

TELEPHONE NO: _____

DATE: _____

BID AMOUNT

The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Greener By Design, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment, and services, including all scheduled allowances, necessary to complete the construction of the Work for above-named Contract, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

TPA Photovoltaic (PV) Systems

Trenton Parking Authority
 All values assume TREC acceptance and include Successor Pricing

Year	Base Proposal PV System Only			Alternate 1 Proposal Add 4 single or 2 double EV chargers		
	PPA Rate	\$ / kWh	\$ buy-out	PPA Rate	\$ / kWh	\$ buy-out
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

Trenton Parking Authority
 All values assume TREC acceptance and include Successor Pricing

Year	Base Proposal PV System Only			Alternate 1 Proposal Add 4 single or 2 double EV chargers		
	PPA Rate	\$ / kWh	\$ buy-out	PPA Rate	\$ / kWh	\$ buy-out
1						
2						
3						
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6						
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8						
9						
10						
11						
12						
13						
14						
15						

TPA Photovoltaic (PV) Systems

Trenton Parking Authority
 All values assume Successor SREC (SREC-II)

Year	Base Proposal PV System Only			Alternate 1 Proposal Add 4 single or 2 double EV chargers		
	PPA Rate	\$ / kWh	\$ buy-out	PPA Rate	\$ / kWh	\$ buy-out
1						
2						
3						
4						
5						
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13						
14						
15						

Trenton Parking Authority
 All values assume Successor SREC (SREC-II)

Year	Base Proposal PV System Only			Alternate 1 Proposal Add 4 single or 2 double EV chargers		
	PPA Rate	\$ / kWh	\$ buy-out	PPA Rate	\$ / kWh	\$ buy-out
1						
2						
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15						

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

Indicate receipt of all addendums by providing Addendum Number and Title, and your signature for each addendum issued or checking off the box that no addenda were received.

<u>Addendum Number</u>	<u>Addendum Date</u>	<u>Acknowledgement Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a Consent of Surety in substantially the following form:

To: _____
(Owner)

Re: _____
(Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

will provide to _____ a performance bond in
(Owner)

the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

BIDDERS QUALIFICATIONS

All questions must be answered and the data given must be concise, comprehensive and acceptable to the Owner. Attach separate sheets wherever necessary to properly answer question.

1. Firm name.
2. Principal address.
3. Year firm was organized.
4. Where and when incorporated.
5. Years of firm's experience in similar contracts (must have Five years minimum experience with similar heating and cooling experience)
6. List default experience on previous contracts.
7. List present and comparable contracts presently underway.
8. List principals and/or partners, supervisory personnel available for this contract.
9. Financial statement within the last six months.

The undersigned hereby authorizes any person, firm or corporation to furnish any information requested by the Owner verifying data submitted in the Statement of Bidders Qualification.

Date: _____

Company Name: _____

By: _____

Title: _____

State of: _____

County of _____, being duly sworn, deposes and says that he is
the _____ of

And that the answer to the foregoing questions and all statements therein contained are true and correct. Subscribed and sworn to before me this _____ day of _____ 2022.

Notary Public

Notary Public State of

My commission expires _____

OWNERSHIP DISCLOSURE STATEMENT

This Statement must be submitted with the Bid

Trade or Corporate Name of Bidder _____

Federal ID Number: _____

Corporation _____ Partnership _____ Individual _____ LLC _____

Incorporated: YES _____ NO _____ In what State? _____ Year _____

Business Address _____

Telephone # _____ Fax # _____ PO Box _____

If a Corporation Officers:

President _____

Vice President _____

Treasurer _____

Secretary _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Stockholders:

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Proprietor(s) Partnership, or Individual doing business under a trade name.

Partner / Title _____

Partner / Title _____

Partner / Title _____

Partner / Title _____

Limited Liability Co.

Member _____

Member _____

Member _____

Signature

(Corporate Seal)

(Type or print name and title of affiant under signature)

Subscribed and sworn to before me this _____ day of _____, 20__

_____ My Commission Expires _____

Notary Public of

**ACKNOWLEDGMENT OF CONTRACTOR, IF AN
INDIVIDUAL**

STATE OF NEW JERSEY)
)
COUNTY OF _____) SS:

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the Subscriber, a Notary Public, personally appeared _____, who I am satisfied, is the Vendor mentioned in the within Contract and thereupon he acknowledged that he signed, sealed and delivered the same as his personal voluntary act and deed, for the uses and purposes therein expressed.

A Notary Public of
My Commission Expires:

NON-COLLUSION AFFIDAVIT

PROJECT: _____ Bid Due Date _____

STATE OF NEW JERSEY)
) SS:
COUNTY OF _____)

I, _____ residing in _____
(name of affiant) (name of municipality)

in the County of _____ and State of _____, of full
age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the
(title of bid proposal & contract)

said Proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the TRENTON PARKING AUTHORITY relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_____.

Signature

(Type or print name and title of affiant under signature)

Subscribed and sworn to before me this _____ day of _____, 20__

_____ My Commission Expires _____

Notary Public of

TRENTON PARKING AUTHORITY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____ **Proposer:** _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

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

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

PLEASE CHECK THE APPROPRIATE BOX:

- is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,
AND
- is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Trenton Parking Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____ Relationship to Proposer: _____	
Description of Activities: _____ _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this

TPA Photovoltaic (PV) Systems

certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

TRENTON PARKING AUTHORITY
DISCLOSURE OF INVESTMENT ACTIVITIES IN RUSSIA AND BELARUS

Solicitation Number: _____ **Proposer:** _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

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

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Russia and Belarus. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

PLEASE CHECK THE APPROPRIATE BOX:

- is not providing goods or services of \$20,000,000 or more in the energy sector of Russia and Belarus, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,
AND
- is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the TRENTON PARKING AUTHORITY under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN RUSSIA and BELARUS

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Russia and Belarus outlined above by completing the boxes below.

Name: _____ Relationship to Proposer: _____
Description of Activities: _____ _____
Duration of Engagement: _____ Anticipated Cessation Date: _____
Proposer Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on

TPA Photovoltaic (PV) Systems

the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

FINAL RELEASE AND INDEMNITY AGREEMENT

WHEREAS, Pursuant to Contract made on _____ by and between the TRENTON PARKING AUTHORITY located in the City of Trenton in the County of Trenton, hereinafter called the Owner, and

_____, hereinafter called the Contractor, final payment is about to be made.

NOW, THEREFORE, in consideration of the premises and of the sum of _____

_____ lawful money the United States, being the full and entire sum due upon the completion of the Contract aforesaid less the sum

_____ still retained by the Owner to the said Contractor in hand paid by Owner, receipt of which is hereby acknowledged, said Contractor does hereby remise, release, and forever discharge the Owner of and from any and all manner of actions, suits, debts, dues sums of money accounts, reckonings, bonds, bills, covenants, controversies, agreements, promises, claims and demands whatsoever in law or in equity which the said Contractor has or may have for or on account of or in connection with the Contract aforesaid.

The Contractor further agrees to indemnify and hold harmless the Owner from loss, expense, damage or injury as a result of claims arising out of or in connection with the execution of the work provided for in said Contract, including any claim made by any labor or material directly or indirectly to the Contractor or by reason of any action brought or judgment recovered by such workers, contractor or material supplier.

IN WITNESS WHEREOF, the Contractor has caused its name to be hereunto subscribed and its seal to be hereunto affixed this _____ day of _____, 20_____.

Corporate Title of Contractor

By: _____
Principal

Attest: _____
Secretary

SWORN TO AND SUBSCRIBED BEFORE ME

This _____ day of _____, 20 _____.
(SEAL)

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 take affirmative action to ensure that such applicants are recruited and employed, 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 action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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 applicable 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

EXHIBIT B

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor and the r, (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. 5121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor’s obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

EXHIBIT C

PREVAILING WAGE RATE

It is the public policy of the State of NJ that all workmen engaged in public works be paid prevailing wage, in order to safeguard their efficiency and general well-being and to protect them as well as their employers from the effects of serious and unfair competition resulting from wage levels detrimental to efficiency and well being. Therefore, a bidder in preparing its bid proposal shall take into consideration the requirements of Chapter 150, L. 1963 (NJSA 34:11-56.25 et seq.) as amended in Chapter 64 L. 1974 that all workmen shall be paid according to the prevailing rates. The Bidder shall ascertain from the state Commissioner of Labor and Industry the prevailing wage rates applicable for each craft or trade needed to perform the Work specified. The bidder is hereby notified that the successful bidder shall be required to pay wages to all workmen which shall be not less than the prevailing wage rate as established by the State Commissioner of Labor and Industry. If it is determined during the performance of the Contract that any workmen employed by the Contractor or any subcontractor employed by the prime Contractor has been paid a rate of wages less than the prevailing wage required to be paid, the Owner may terminate the Contractor's or the subcontractor's right to proceed with the Work, or such part of the Work as to which there has been failure to pay required wages and to prosecute the Work to completion. The Owner will reserve the right to allow prime contractor or subcontractor to correct retroactively and deficiencies found in the performance of and Work specified. Contractors or subcontractors performing any of the specified Works contained within the Contract Documents or Addenda thereto shall post the prevailing wage rates for each craft and classification involved as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the Work or at such place or places as are used by them to pay workmen their wages. In accordance with NJAC 12:60-2.1 of the NJ Prevailing Wage Act, the Contractor shall submit a certified payroll record of each payroll period to the Owner within ten (10) days of the payment of wages.

When applicable, the Contractor shall pay the latest prevailing wage rates for projects in excess of \$2,000.00 as determined by Commissioners of Labor and Industry of the State of New Jersey, for the locality in which the Work is to be performed, pursuant to Chapter 150, Laws of 1963 (NJSA 34:11-56, 25 et seq). A schedule of such is available from the Public Contracts Section, Office of Wage and Hour Compliance, CN 389, Trenton, New Jersey 08625-0389, telephone number (609) 292-2259. The Contractor shall comply with all applicable statutes and regulations regarding the payment of wages and specifically Title 34, Chapter 11 of the Revised Statutes of New Jersey.

In the event it is found that a worker employed by the Contractor, under this contract, has been paid a rate of wages less than the prevailing rate required, the Owner may terminate the Contractor's right to proceed with the Work, or such part of the Work, as to which there has been a failure to pay required wages and to persecute the Work to completion. The Contractor and his sureties shall be liable to PACC for any excess costs occasioned thereby.