

BID SPECIFICATIONS

BROAD and FRONT STREET PARKING GARAGE STABILIZATION

**Trenton Parking Authority
16 East Hanover Street
Trenton, NJ 08608**

Dated: December 26, 2023

SECTION A - NOTIFICATION TO BIDDERS

Notice is hereby given by the Trenton Parking Authority hereby requests Bids for the following "Work":

Broad and Front St Parking Garage Stabilization, as described in the Bidding Documents bearing the same name.

Downloadable bid documents will be accessible online at the Trenton Parking Authority website (<http://www.tpanj.com/2012procurements.htm>).

A non-mandatory pre-bid conference will be held **at 11:00am on Thursday, January 4, 2024** at the Owner's address identified above.

A Bid must be submitted in a sealed envelope, clearly marked on the outside with the name of the bid, the name of the OWNER, and the name and address of the Bidder.

Bids will be received, publicly opened and read aloud, at **2:00 p.m.**, prevailing time, on **Monday, January 22, 2024**, (the "Bid Date and Time") in the office of the OWNER at the address identified above. Bids received after the Bid Date and Time will be returned unopened.

In addition to other submittals and information required by the Bidding Documents, a Bid must be accompanied by the following:

1. Each bidder must deposit with his bid, security in an amount not less than ten percent (10%) of the base bid. Bid security (Bid Bond or Certified Check) shall be exclusive of any salvage of demolition materials. No bidder may withdraw his bid for a period of ninety (90) days after actual date of opening thereof.

2. The identity of any subcontractors proposed by the Bidder for use on any portion of the Work which is required to be disclosed by N.J.S.A. 40A:11-16.
3. Where the bidder is a corporation, a partnership or joint venture, appropriate evidence of the authority of the signatory to bind the Bidder.
4. The qualification information evidencing compliance with the qualifications set forth in the Bidding Documents.

The successful bidder will be required to furnish a Payment and a Performance Bond in the full amount of the contract price, indemnifying Owner from any and all proceedings, suits or actions of any kind, name or description and conditional for faithful performance of work; and Payment of all persons and entities performing labor and/or furnishing materials in connection with the contract.

A Corporation of the State of New Jersey, submitting a bid in response to this Advertisement, shall accompany such a bid with resolution authorizing its proper officers to submit such a bid, authorizing such officers to execute a contract in the event its bid is accepted, and a list of all stockholders holding in excess of ten percent (10%) of corporate stock.

All bidders are hereby notified that compliance with New Jersey Prevailing Wage Act (Chapter 150, Laws of 1963) and with rules and regulations of any public agency and/or department, applicable to projects in which said department participates, will be required in performance of any contract awarded. The successful bidder will be required to submit a certified copy of the project payroll for all workers on the job to the Trenton Parking Authority within ten (10) days of each pay period. The certified payroll will be kept by the Trenton Parking Authority as a permanent record and will be available for public inspection.

All bidders are also notified that compliance with New Jersey State Labor Law (PL 1999, Chapter 238) Public Works Contractor Registration Act (NJSA 34:11-56.48 et seq.) will be required in performance of any contract awarded.

All bidders are also required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27 entitled Exhibit B, Mandatory Equal Employment Opportunity Language for Construction Contracts, and will be required to complete Form AA-201.

All bidders will be required to comply with the requirements of N.J.S.A. 52:32-44 (P.L. 2004, c.57) entitled Business Registration Certificate. Contractor must provide a copy of their State Division of Revenue issued Business Registration Certificate with bid.

All bidders are required to review and comply with the "Americans with Disabilities Act of 1990".

Owners reserves the right to select any combination of bids or to award contract in part or whole, and to waive any informalities in or to reject any and all bids if deemed in the best interest of the Owner to do so.

The OWNER assumes no responsibility whatsoever in connection with any defects arising out of the issuance of the Bidding Documents or the receipt or failure to receive Bids, including those which may arise from delay for any reason, in obtaining or submitting the Bidding Documents, including but not limited to traffic delay, messengering, mis-labeling, mis-directions from any source, mis-delivery or otherwise.

Any Bid which does not fulfill the material requirements of the Bidding Documents will be rejected. When it is in the best interest to do so, the OWNER reserves the right to select any combination of bids or to award contract in part or whole, and to waive any informalities in or to reject any and all bids.

BY ORDER OF THE PARKING AUTHORITY OF THE CITY OF TRENTON, NEW JERSEY.

Ms. Anne LaBate
Chairperson

SECTION B - INSTRUCTIONS TO BIDDERS

I. SECURING DOCUMENTS:

- A. Downloadable bid documents will be accessible online at the Trenton Parking Authority website (<http://www.tpanj.com/2012procurements.htm>).

II. BID SUBMITTAL AND FORM:

In order to receive consideration, vendor's bids shall be in accordance with the following:

- A. Sealed proposals shall be received in accordance with Public Advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
- B. Bids shall be made upon the forms provided in Specification Section 00004 – Bid Form, properly executed and with all the items filled out. Do not change the wording of the documents contained within the Bid Form and do not add words to the wording of the documents contained within the Bid Form. Unauthorized conditions, limitations, or provisions attached to the proposal shall be cause for rejection of the proposal. Alterations by erasure or interlineation must be explained or noted in the bid over the signature of the Bidder. All blank spaces must be filled in, with both words and number figures if requested. Ink or typewritten required - no pencil is permitted. Proposals on forms other than the Bid Form documents provided herewith will be rejected.
- C. No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the Bidder unopened.
- D. The Parking Authority shall not assume responsibility for bids forwarded by mail. It is the individual's responsibility to see that bids are presented to the Parking Authority on the hour and at the place designated.
- E. Each bid shall be addressed to the Parking Authority of the City of Trenton and shall be delivered to their offices under the conditions set forth in the Invitation to Bid. The bid shall be enclosed in a sealed envelope bearing title of the Work, the name of the Bidder, and date and hour of opening. It is the responsibility of the Bidder to insure that his bid is submitted by the proper time.
- F. Bids will be opened at the time and place set forth in the Notice to Bidders. Every bid received shall be opened and publicly read aloud. Bidders and other persons properly interested may be present in person or by representative but are not required to attend. Any bid received after the time and date specified shall not be considered. Conditional bids will not be accepted.

III. BONDS:

- A. Bonds shall be required as stipulated in Section A- Notification to Bidders and as otherwise provided in these Bid Documents. All Bonds shall be issued and

executed by surety companies licensed to do business in the State of New Jersey and acceptable to the Owner.

- B. Each bidder must deposit with his bid, a Bid Bond or Security in the form of a Bank Certified or Cashier's Check in the Name of the Trenton Parking Authority, in an amount of ten percent (10%) of the base bid as calculated on the Bid For, not to exceed Twenty Thousand (\$20,000) dollars.
- C. Prior to signing the contract the Owner will require the selected Contractor to secure and post a Performance Bond and Payment Bond, each in the amount of one hundred percent (100%) of the Contract Sum.

IV. EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITES AND PRE-BID MEETING.

- A. Before submitting a bid, each bidder is invited to attend a pre-bid meeting for the purpose of reviewing the contract documents and the site of Work in depth. In addition, each bidder is fully responsible for carefully examining the drawings, specifications and all other contract documents. Each Bidder shall full inform himself prior to bidding as to all existing conditions and limitations under which the Work as set forth is to be accomplished. The submission of a bid shall be construed as conclusive evidence that the Bidder has made such examination.

V. WITHDRAWAL OF BIDS

- A. Any Bidder may withdraw his bid, either personally or by written request at any time prior to the scheduled time for opening of bids.
- B. No Bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of thereof, and all bids shall be subject to exceptions by the Owner during this period.

VI. AWARD OR REJECTION OF BIDS

- A. The contract, if awarded, will be awarded to the lowest responsive and responsible Bidder, based on the Lump Sum Price, and subject to the Owner's right to reject any and all bids and to waive any informality in the bids or bidding.

VII. EXECUTION OF AGREEMENT

- A. The form of Agreement, which the successful Bidder, as Contractor, will be required to execute is included in the Contract Documents and must be carefully examined by each Bidder.
- B. The Bidder to whom the Contract is awarded by the Owner shall, within fifteen (15) days after notice of award and receipt of Agreement forms from the Owner, sign and deliver to the Owner all required copies of the Agreement.
- C. At or prior to delivery of the signed Agreement, the Contractor shall deliver to the Owner the Performance Bond and Payment Bond as well as the insurance certificates as required by the contract Documents. All bonds and certificates of

insurance shall be approved by the Owner before the successful Bidder may proceed with the work.

- D. Failure or refusal to furnish bonds or insurance certificates in the form satisfactory to the Owner shall subject the Bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

VIII. INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING:

- A. If any person contemplating submitting a Bid for the work is in doubt as to the true meaning of any part of the Contract Documents, he may submit to the Owner's Representative of the Trenton Parking Authority a written request for any interpretation or correction thereof not later than 5:00 p.m. **Friday, January 12, 2024.**
- B. Address all communications regarding this Work to the following:
- Sun-Hee Hwang, PE (shwang@tha-consulting.com)
 - Louis Garlatti Jr. (lgarlatti@garlatticonstruction.com)
- C. The person submitting the request will be responsible for its prompt delivery.
- D. Any interpretation or correction of the Contract Documents will be made only by addendum and announcement of addendum will be emailed to each Bidder on record. The Owner will not be responsible for any other explanations or interpretations of the contract Documents.

IX. NON-COLLUSION AFFIDAVIT:

- A. Each Bidder submitting a Bid for the work contemplated within the Contract Documents shall attach to his bid an executed copy of the Non-Collusion Affidavit (sample attached hereinafter), which in effect states that he has not entered into a collusive agreement with any person, firm, or corporation in regard to any bid submitted.

X. STATEMENT OF BIDDER'S QUALIFICATIONS:

- A. Each Bidder shall submit to the Owner along with his Bid Proposal the completed Bid Qualification Form included in the Bid Form specification.
- B. All pertinent data requested must be filled in since the Bidder's qualifications will be a factor in awarding the Contract.
- C. The Trenton Parking Authority may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work or furnish an executed Affidavit of Non-Collusion and all information called for the Owner Disclosure Statement. The Trenton Parking Authority reserves the right to reject any bid if evidence is revealed during an investigation of bidder which indicates the bidder is not properly qualified to carry out the obligations of the contract and to complete the work or furnish the materials and supplies herein contemplated within the specified time.

XI. COMPLETION TIME:

- A. The successful bidder shall be required to diligently pursue completion as quickly as possible. The Contractor is required to adhere to the Construction Schedule as laid out in Specification 000006 – Milestone Dates. Failure of the Contractor to have the work completed as stipulated in this construction schedule would cause the Owner to suffer a loss that is difficult and expensive to accurately compute. In order to avoid such expense and difficulty, the Contractor shall pay to the Owner five hundred dollars (\$500) per day for each and every day, Saturdays, Sundays, and legal holidays, excepted after the determined day for phase completion, during or upon which said day the said work remains incomplete and unfurnished, not as a penalty, but as liquidated actual losses which the Owner shall suffer. Any sum which may be due to the Owner for such losses shall be deducted and retained by the Owner from any balance which may be due to the Contractor when the said work shall have been finished. The accepted Bidder will be required to provide a sufficient labor force to assure a satisfactory progress for the Work of this Contract. Time is of the essence.

XII. LUMP SUM PRICE:

- A. The obligations of the Owner under the Contract shall be based upon a firm lump sum price. The contractor shall assume all increases in labor rates and/or site costs in order to determine progress payments.

XIII. PROGRESS PAYMENTS

- A. Payment shall be made upon execution of payment requisition form and certificate of payment by Contractor and approval of the TPA Board of Commissioners.
- B. All certificates shall be reviewed by Owner's Property Manager and submitted to Owner upon approval by such.
- C. All payments shall be calculated at less **two percent** of the work completed during invoice period. This retained amount shall be held until the final payment.

IX. TIME AND MANNER

- A. All work shall be performed strictly in accordance with the provisions as set forth hereinafter (refer to Specific Conditions).

X. NOT TO SUBLET OR ASSIGN

- A. The Contractor shall constantly give its personal attention to the faithful execution of the Work, shall keep the same under its personal control, shall not assign the Contract or sublet the Work or any part thereof without the previous written consent of the Owner, and shall not assign any of the monies payable under the Contract, or his claim thereto, unless by and with like written consent of the

Owner, and the Surety on the Contract Bonds. Any assignments or subletting in violation thereof shall be void and unenforceable.

XI. COMPLIANCE WITH ALL FEDERAL & STATE STATUTES:

- A. The Bidders shall be required to comply with all laws, provisions, and requirements of all Federal and State Statutes and Municipal Ordinances applicable, and the bidders' particular attention is called to the following Revised Statutes of New Jersey: N.J.S.A. 52:33-1 to 52:33-4 (Preference for Domestic Products), R.S. 34:9-1 (Employment of Aliens Forbidden) : R.S. 34:0-2 (resident Citizens to be preferred in employment) and the Sections dealing with Worker's Compensation, Child Labor and Fair Employment Practices.

XII. DOING BUSINESS WITH CONTRACTING AGENCIES AND BUSINESS ORGANIZATIONS COVERED BY P.L. 2004, c. 57

- A. **Business Registration Certificate:** P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registrations 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 State Agency. A business organization must submit proof of business registration to the contracting agency. This certificate must be submitted with the bid. Proof of business registration shall be a copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue. Information on how a business can obtain a certificate can be obtained on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. Contractors must review the included mandatory "New Jersey Business Registration Requirements" language.
1. Subcontracts: A contractor must provide written notice to its subcontractors, regardless of the level of the contractor or subcontractor, of the requirement to submit proof of business registration to the contractor. The contractor shall obtain and maintain on file the proof of business registration of each subcontractor. In addition a copy of said "proof of business registration" by subcontractor must also be provided submitted with bid.
- B. **Public Works Contractor Registration Act:** NJSA 34:11-56.48 et. seq., took effect on April 11, 2000. This act covers all public buildings open to and used by the general public or a public institution as well as all prevailing wage work. The act requires all prospective contractors, subcontractors and sub-subcontractors to register with the Department of Labor. When submitting a bid, certificate or proof of application must be included with the bid. The certificate/application is a mandatory item of the Sealed Bid Checklist.
- C. **Prevailing Wage Rate:** 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 Trenton Parking Authority 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 the Trenton Parking Authority for any excess costs occasioned thereby.

- D. **Americans With Disabilities Act of 1990:** All bidders are required to review and comply with the "Americans with Disabilities Act of 1990". This act can be found on the internet at www.eeoc.gov/policy/ada.html.

XIII. AFFIDAVIT OF FOREIGN CORPORATIONS:

- A. Each bidder who is not chartered under the laws of the State of New Jersey, must submit with his bid an affidavit duly executed by the President, Vice President, or General Manager of the Corporation, stating in said affidavit that said corporation has, in accordance with the laws of the State of New Jersey, obtained a certificate authorizing it to do business in the State of New Jersey. Each bidder must also, in his proposal state the name and address of the local representative, agent or proposal state the name and address of the local representative, agent or counsel representing said Corporation, upon whom service of process can be made.

XIV. QUALITY OF EQUIPMENT:

- A. The Bidder warrants to the Trenton Parking Authority that all materials and supplies to be furnished to the City shall be as specified, of merchantable quality, free from faults and defect, and for any particular purpose or use which may be set forth in specifications. Any and all work performed by successful bidder shall be done in a professional and quality manner.

XV. SPECIFICATIONS:

- A. The specifications are attached hereto. If Bidder's proposal deviates from the specifications attached hereto the bid will be considered provided that the quality of the goods or services is equivalent to the specified goods or services and is deemed suitable to the needs of the Owner. All such deviations must be clearly listed on the "Statement of Bid Exceptions" form contained within Specification 000004 – Bid Form.

SECTION C – GENERAL CONDITIONS

- I. **DEFINITIONS:** Wherever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:
- A. The "Contract" means the Contract executed by the Owner and the Contractor, of which these GENERAL CONDITIONS.
 - B. The term "Owner" means the TRENTON PARKING AUTHORITY which is authorized to undertake the Contract.
 - C. The term "Contractor" means the person, firm or corporation entering into the Contract with the Owner to perform the work of the Broad and Front Street Parking Garage Stabilization for the Project.
 - D. The term "Contract Area" means the areas specified on the Plans within which work of the Broad and Front Street Parking Garage Stabilization are to be performed under this Agreement.
 - E. The term "Owners Representative" means Louis Garlatti Jr, of the firm of Albert Garlatti Construction Company, Inc, serving the Owner as the representative to whom all correspondence shall be directed and through whom all information shall be received, employed by said owner for the purpose of directing or having in charge the work of Broad and Front Street Parking Garage Stabilization embraced in this Contract, having general charge of the work or through any assistant having immediate charge of a portion thereof limited by the particular duties entrusted to him.
 - F. The term "Local Government" means the CITY OF TRENTON, NEW JERSEY, within which the Contract Area is situated.
 - G. The Term "Contract Documents" means and shall include the following:
Executed Agreement, Addenda (if any), Invitation for Bids, Instruction to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications and Drawings.
 - H. The term "Maps" means the Tax and Sanborn Maps that show the structures within the scope of the Project.
 - I. The term "Technical Specifications" means that part of the Contract Documents which describes, outlines and stipulates the manner and methods to be employed in the work of. Broad and Front Street Parking Garage Stabilization.
 - J. The term "Addendum" or "Addenda" means any changes, revisions or clarification of the Contract Documents which have been duly issued by the Owner to prospective Bidders prior to the time of receiving Bids.
 - K. If applicable, the term "Salvage" means all building materials, equipment, appliances and fixtures incorporated in any buildings and structures to be demolished, and other equipment or appurtenances, unless specifically exempted, located upon the real property within the Demolition Area, which the Contractor deems as having sufficient value to justify the reclaiming.
 - L. If applicable, the term "Clean Fill" means non-saturated soil material which is free from demolition or construction debris, rubbish, garbage, masonry

material, rocks over four (4) inches in diameter, tree trunks and limbs, stumps and other deleterious material which in the opinion of the Owner's Representative is objectionable.

II. SUPERINTENDENCE BY CONTRACTOR

- A. Except where the Contractor is an individual and gives his personal superintendence to the work, the contractor shall have a competent superintendent, satisfactory to the Owner and the Owner's Representative, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of its work.
- B. The Contractor shall schedule Broad and Front Street Parking Garage Stabilization as directed by the Owner and he shall be responsible for all work executed by him under this Agreement.

III. SUBCONTRACTS:

- A. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract, until he has submitted a Non-Collusive Affidavit from the subcontractor included in the Bid Form specification and has received written approval of such subcontractor from the Owner.
- B. No proposed subcontractor shall be disapproved by the Owner except for cause.
- C. The contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- D. The contractor shall cause appropriate provisions to be inserted in all subcontractors relative to the work to required compliance by each subcontractor with the applicable provisions of this Contract for Broad and Front Street Parking Garage Stabilization.
- E. Nothing contained in this Contract shall create any contractual relationship between any Subcontractor and the Owner.

IV. OTHER CONTRACTS:

- A. The Owner may award, or may have awarded, other Contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his work with that to be performed under other Contracts as may be directed by the Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

V. BREAKDOWN, PROGRESS SCHEDULE AND NOTICE TO PROCEED:

- A. Breakdown of Contract Price: During the period between the award and execution of the Agreement, the Contractor shall furnish to the Owner complete breakdown of his total estimated cost of the Broad and Front Street Parking Garage Stabilization to meet the approval of the Owner. When approved, this breakdown shall become the payment requisition form and the basis for determining the amount of partial payment to the contractor.
- B. Progress Schedule: Upon approval of the breakdown, the Contractor shall promptly submit to the Owner's Representative a carefully considered progress schedule showing the proposed dates of starting and of completing each of the major subdivisions of the work shown in the cost breakdown.
- C. Notice to Proceed: After execution of the Agreement, a notice to proceed will be issued to the Contractor which shall clearly and accurately set forth the area and the structures which are thereby released to the Contractor for Broad and Front Street Parking Garage Stabilization and shall fix the starting and completion dates therefore, in accordance with the Contract time established in the "Special Conditions" contained herein.

VI. PAYMENTS

Partial Payments:

- A. The Contractor shall prepare his requisition for partial payment in the required number of copies and submit to the Owner's Representative for approval. The payment shall consist of the total cost of all Broad and Front Street Parking Garage Stabilization work completed to such date as estimated in the light of the "Breakdown of Contract Price" subject to deductions of two percent (2%) of this sum to be retained until final payment, and the amount of all previous payments to the Contractor.
- B. After the final inspection and acceptance by the Owner through the Owner's Representative, of all work under the Contract, the Contractor shall prepare his requisition for Final Payment and submit it to the Owner's Representative for approval. The final payment shall consist of the total cost of Broad and Front Street Parking Garage Stabilization less all previous payments to the Contractor and subject to withholding of any amount due to the Owner under the Section entitled "Liquidated Damages" under SPECIAL CONDITIONS.
- C. The Owner, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work and supplying materials or services to the Contractor, or any subcontractor, if this is deemed necessary to project its interest. The Owner, however, may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in

no way impair the obligations of any surety or sureties on any bond or bonds furnished under this Contract.

- D. Each payment to the Contractor by the Owner shall be made subject to the following:
1. Submission by the Contractor of all written certifications required of him and his subcontractors by the Section entitled "Contractor's Certificates" under GENERAL CONDITIONS.
 2. That no payment made under the Contract shall act as a waiver of the right of the Owner to require the fulfillment of all of the terms of the Contract.

VII. CHANGES IN THE WORK:

- A. The Owner's Representative may make changes in the scope of the work required to be performed by the Contractor by making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the Validity of the guarantee bonds, and without relieving or releasing the surety or sureties of said bonds provided that the total net amount of the changes does not change the Contract amount by more than twenty-five (25%). All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.
- B. Except for the purpose of affording protection against any emergency endangering life and property, the Contractor shall make no change in the work of Broad and Front Street Parking Garage Stabilization, providing any extra or additional work, or supply additional labor, services or materials beyond that which are required for the execution of the Contract, unless in pursuance of a written order from the Owner's Representative authorizing the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- C. If the total net changes increase or decrease the total Contract Price more than twenty-five (25%), the Owner's Representative shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:
1. If the proposal is acceptable, the Owner's Representative will prepare the change order in accordance therewith for acceptance by the Contractor, and
 2. If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Owner's Representative may order the Contractor to proceed with the work on a cost-plus-limited basis. A labor, materials and insurance plus fifteen percent(15%) of said net

cost to cover overhead and profit, the total cost not to exceed a specified limit.

3. If the total changes to the Contract price exceeds twenty-five percent (25%) and it is feasible, without interference to the original "Primary Bid", to bid the change order work, the Owner's Representative in his discretion may do so. Any time delay caused by the bidding of the Change Order work will be added to the performance deadline of the Primary Bid.
- D. Each change order shall include in its final form: (1) a detailed description of the change in the work, (2) the Contractor's proposal (if any) or a conformed copy thereof, (3) a definite statement as to the resulting change in the Contract Price and/or time, and (4) the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.

VIII. CLAIMS FOR EXTRA COST

- A. If the Contractor claims that any instructions contained herein involve extra cost or extension of time, he shall, within ten (10) days after the receipt of such instructions, and in any event before the proceeding to execute the work, submit his protest thereto in writing to the Owner's Representative, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- B. Any discrepancies which may be discovered between the Contract Documents and the review of the site during the pre-bid meeting and the actual conditions that are present shall at once be reported to the Owner's Representative and work shall not proceed, except at the Contractor's risk, until written instructions have been received by him from the Owner's Representative.
- C. If, on the basis of the available evidence, the Owner's Representative determines that an adjustment of the Contract Price and/or time is justifiable, the procedure shall then be as provided for in Section "Changes in the Work".

IX. TERMINATION: DELAYS:

- A. Termination of Contract: If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, plus any extension thereof provided in these Contract Documents, the Owner's Representative, by written notice to the contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the Owner's Representative may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall also be liable to the Owner for any additional cost incurred by the Owner in its completion of the work and they

shall also be liable to the Owner for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is terminated, the Owner may take possession of and utilize in completing the work such materials, tools, equipment, and plant as may be on the site of the work and necessary therefor.

- B. Excusable Delays: The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:
1. To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools of labor by reason of war, National Defense, or any other national emergency;
 2. To any acts of the Owner;
 3. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
 4. To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2) and (3) of the paragraph.

provided, however, that the Contractor promptly (within ten (10) days) notifies the Owner's Representative in writing of the cause of the delay. The Owner's Representative shall then ascertain the facts concerning the cause of the delay and the extent to which completion of the Project as a whole has been delayed. If the facts show the delay to be properly excusable under the terms of the Contract, the Owner's Representative shall extend the contract time by a period commensurate with the period of excusable delay.

X. ASSIGNMENT OR NOVATION:

- A. The Contractor shall not assign or transfer, whether by an assignment or novation any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the Owner's Representative; provided, however, that assignments to banks, trust companies or other financial institutions may be made without consent of the Owner's Representative. No assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations

rendering such labor or services or supplying such materials, tools or equipment.

XI. DISPUTES:

- A. All disputes arising under this Contract of its interpretation, except those disputes or general claims covered by Federal Labor Standards Provisions, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute, be represented by the Contractor to the Owner's Representative for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim together with its character and scope. In the meantime, the Contractor shall proceed with the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Owner's Representative of notice thereof.
- B. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the Owner's Representative will be in writing and will be mailed to the contractor by registered mail, return receipt requested.
- C. If the contractor does not agree with any decision of the Owner's Representative, he shall in no case allow the dispute to delay the work but shall notify the Owner's Representative promptly that he is proceeding with the work under protest and he may then except the matter in questions from the final release.

XII. REQUEST FOR SUPPLEMENTARY INFORMATION:

- A. It shall be the responsibility of the Contractor to make timely requests of the Owner's Representative for any additional information not already in his possession which should be furnished by the Owner's Representative under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted in writing from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

XIII. PERMITS AND CODES

- A. The Contractor shall give all notices required by, and comply with all applicable laws, ordinances and codes of the local government. All

disconnections and demolition shall comply with all applicable ordinances and codes, including all written waivers. Before beginning the work, the Contractor shall examine the Maps and Technical Specifications for compliance with applicable ordinances and codes, and shall immediately report any discrepancy to the Owner's Representative. Where the requirements of the Technical Specifications fail to comply with such applicable ordinances or codes, the Owner's Representative will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body of department) and make appropriate adjustment in the Contract Price. Should the Contractor fail to observe the foregoing provisions and perform said Work at variance with any applicable ordinance or code including any written waivers (notwithstanding the fact that such methods are in compliance with the Technical Specifications), the contractor shall correct the methods of doing such work without cost to the Owner but a change order will be issued to cover only the excess cost the contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

- B. The Contractor shall at his own expense, secure and pay to the appropriate department of the local government, the fees or charges for all permits for water, demolition, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, repaving of streets and sidewalks and all other building, electrical, plumbing, gas and sewer permits necessary under the local regulatory body or any of its agencies.
- C. The Contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the Project area, and shall commit no trespass on any public or private property in any operation due to the project.

XIV. CARE OF WORK:

- A. The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Owner.
- B. In an emergency affecting the safety of life or property, on or adjoining the site, the Contractor shall act, either at his own discretion or as instructed by the Owner's Representative, to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Owner's Representative as provided in the Section entitled "Changes in the Work".
- C. The Contractor shall avoid damaging the sidewalks, streets, curbs, pavements, utilities, structures or any other property (except that which is to be replaced or removed) either on or adjacent to the site. He shall repair, at

- his own expense and in a manner satisfactory to the Owner's Representative, any damage thereto caused by his operations.
- D. The Contractor shall shore, brace, underpin, secure and protect as may be necessary all foundations and other parts of structures to remain on the project site or which are adjacent to or in the vicinity of the site and which may be in any way affected by its excavations or other operations. The Contractor shall indemnify and save harmless the Owner from liability for any injury or damage to said structures and their premises or to persons due to his operations. It shall issue any and all required notices to property owners or other parties on, or in the vicinity of the site and which may be in any way affected by its excavations or other operations.

XV. ACCIDENT PREVENTION:

- A. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which will occur as a result of his fault or negligence in connection with the prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the Owner's Representative may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.
- B. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Owner's Representative with reports concerning these matters.
- C. The Contractor shall indemnify and save harmless the Owner from any claims for damages resulting from the personal injury and / or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

XVI. SANITARY FACILITIES

- A. The Contractor shall furnish, install and maintain ample sanitary facilities for the workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the Sanitary Codes of the State and local government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be

furnished in strict accordance with existing and governing health regulations.

XVII. USE OF PREMISES:

- A. The Contractor shall confine its equipment and storage of materials for the Broad and Front Street Parking Garage Stabilization operations to the limits prescribed by ordinances or permits, or as may be directed by the Owner's Representative and shall not unreasonably encumber the premises with his salvaged material.
- B. The Contractor shall comply with reasonable instructions of the Owner's Representative and the ordinances and codes of the local government regarding signs, advertising, traffic, fires, explosives, danger signals, barricades and fire prevention.

XVIII. REMOVAL OF DEBRIS, CLEANING, ETC.:

- A. All rubbish and debris found on the Contract Area at the start of the work as well as that resulting from the Warren Street Parking Garage Elevator Upgrade activities or deposited on the site by others, during the duration of the Contract shall be removed and legally disposed of by the contractor who shall keep the Contract Area and public rights-of-way reasonably clear at all times. Upon completion of the work, the Contractor shall remove all temporary construction, equipment, salvaged materials, trash and debris of all kinds leaving the entire Project area in a neat condition. After a full cleaning of the area has been completed, the Contractor shall provide the Owner with a receipt for legal dumping of said materials. Trash burning shall not be permitted.

XIX. FINAL INSPECTION:

- A. When the work of Broad and Front Street Parking Garage Stabilization is substantially completed. The Contractor shall notify the Owner's Representative in writing that the work will be ready for final inspection on a definite date which shall be stated in such notice. The notice shall bear the signed concurrence of the representative of the Owner's Representative having charge of inspection and shall be given at least ten (10) days prior to the date stated for final inspection.

XX. DEDUCTION FOR UNCORRECTED WORK:

- A. If the Owner's Representative deemed it expedient to require the Contractor to correct the work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Owner's Representative, and subject to settlement, in case of dispute, as herein provided.

XXI. INSURANCE:

Required Insurance. The Contractor shall purchase and maintain the Required Insurance specified in this Article to provide protection from claims for bodily injury, including death, and property damage which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether by Contractor, by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable :

- (i) Workers' Compensation Insurance in accordance with Applicable Law, and Employers' Liability Insurance in accordance with Applicable Law and with a limit of liability of no less than \$1,000,000.00 per project for each accident.
- (ii) Commercial General Liability Insurance on an occurrence basis, covering bodily injury and property damage in the amount of \$1,000,000.00 per project for each occurrence, including (a) contractor's protective liability coverage, (b) contractual liability covering the indemnification obligations of Contractor pursuant to the Contract Documents, (c) personal injury liability coverage and broad form property damage, (d) false arrest coverage, and (e) completed operations coverage.
- (iii) Comprehensive Automobile Liability Insurance on an occurrence basis, covering all owned, non-owned and hired automobiles and other vehicles used by Contractor with a combined single limit of \$1,000,000.00 per project for each occurrence.
- (iv) Excess liability insurance with a combined bodily injury and property damage limit of at least \$5,000,000.00 per project, excess of primary CGL Automobile and Employer's Liability.
- (v) If applicable, the Contractor shall also be insured in the minimum limits required by the Motor Carrier Act of 1980.
- (vi) The Contractor's insurance policy will name the **TRENTON PARKING AUTHORITY** and **ALBERT GARLATTI CONSTRUCTION CO. INC.** as additional insured.
- (vii) **The certificate must read:** The Certificate holder is hereby named as additional per form CG2037 0704 or its equivalent affording "On Going Completed Operations" coverage. A Waiver of Subrogation applies in favor of the Certificate Holder per form CG 2404 1093 or its equivalent. It is hereby agreed and understood that the coverage afforded for the Certificate Holder by this Certificate of Insurance is both Primary and Non-Contributory.

XXII. GENERAL GUARANTY:

- A. Neither the final certification of payment nor any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract or relieve the contractor of liability in respect to any express

warranties or responsibility for failure to comply with terms of Contract Documents. The Owner will give notice of observed noncompliance with reasonable promptness.

XXIII. RISK OF LOSS:

- A. The Owner assumes no responsibility for the condition of existing paving and other property on the Project Areas nor for their continuance in the conditions existing at the time of issuance of the Invitation for Bids or thereafter. No adjustment of Contract Price or allowance for any change in conditions which may occur after Invitation for Bids has been issued, will be made.

XXIV. REMOVAL AND SALVAGE OF EXISITING BUILDINGS:

- A. Upon execution of the Contract for the work of Broad and Front Street Parking Garage Stabilization on all or any part of the Contract Area, all right, title and interest of the Owner in and to buildings, structures and other property to be demolished and/or removed by the contractor, on said part or all of the Contract Area as described in the Notice to Proceed, shall be deemed to be vested in the Contractor, subject to all provisions of the Contract and the following:
 - 1. No right, title, property or interest of any kind whatsoever in or to the land or premises is created, assigned, conveyed, granted or transferred to the Contractor, or any other person or persons, except only the license and right of entry to perform said work in strict accordance with the Contract.
 - 2. Only such property may be salvaged by the Contractor as is owned by the Owner and in the event of any doubt respecting the ownership of any particular property, a written statement respecting its ownership.
 - 3. All salvage becomes the property of the Contractor but storage of such materials and equipment on the Project Area will not be permitted except for the duration of the Contract and such storage shall at no time interfere with activities of the Owner or of other contractors.
 - 4. Personal property of third persons or of occupants of buildings on the site shall not become the property of the Contractor.
 - 5. In the event that the Owner terminates the Contractor's right to proceed in accordance with the Section "Termination, Delays" hereinbefore all right and all title in and to structures, material and property transferred by this Section and remaining on the Project Area, shall revert to and vest with the Owner without prejudice to any claim which the Owner may have against the Contractor arising from the Contractor's default.
 - 6. Materials left on the Contract Area after acceptance of the work by the Owner shall be deemed to have been abandoned by the Contractor or

to the Owner and title thereto shall thereupon revert to and vest in the Owner, without prejudice, however, to any claim which the Owner may have against the Contractor in so leaving such materials on the site.

- B. Unless otherwise specified, no dwelling structure shall be removed from the premises as a whole, or in a substantially whole condition, but all such buildings shall be demolished on the premises.

XXV. LIVE UTILITIES AND OTHER PROPERTY:

- A. The Contractor shall assume all responsibility for damage attributable to him to any property upon, or passing through, the Project Area, but excluded from the work not owned by the Owner, such as utility lines, surface improvements or like items.
- B. During disconnections of underground utility services to be made in public thoroughfares, the Contract shall comply with all local requirements and regulations respecting the barricading of street, the removal and restoration of pavement, and other pertinent matters.

SECTION D – SPECIAL CONDITIONS

I. PROJECT AREA:

The Project Area consists of an existing parking structure owned and operated by the Trenton Parking Authority located in Trenton, New Jersey. Bidders will have the opportunity to visit the project areas at the conclusion of the Pre-Bid Conference.

II. Not Applicable – Intentionally Removed

III. RESPONSIBILITIES OF CONTRACTOR:

- A. Prior to submitting a bid, the Contractor is required to visit the site and familiarize himself with the Maps, Technical Specifications, location and proximity of all buildings, all internal and external conditions, all City, County and State regulations having jurisdiction and is responsible for same during construction. A brief and general description of each building is contained in this Document and listed under Building Demolition Surveys.
- B. Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the contractor shall provide and pay for all permits, materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levys, fees or other expenses incurred and all other services and facilities of every nature whatsoever necessary for the performance of the Contract within the specified time.

IV. COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- B. Any notice to or demand upon the Contractor shall be deemed sufficiently given if delivered at the office of the Contractor stated in the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Owner's Representative), or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- C. All papers required to be delivered to the Owner shall unless otherwise specified in writing to the Contractor, be delivered to the Trenton Parking Authority, 16 East Hanover Street, Trenton, NJ 08608 to the attention of the Owner's Representative and any notice to or demand upon the Owner shall be deemed sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to Owner at such address.

- D. Any such notice shall be deemed to have been given as of the time of actual delivery of (in the case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

V. SIGNS:

- A. Subject to the prior approval of the Owner as to size, design, type and location, and to local regulations, the Contractor and its subcontractors may erect temporary signs for the purpose of identification and controlling traffic. The Contractor shall furnish, erect and maintain such signs as may be required by Safety Regulations or as necessary to safeguard life and property.

VI. JOB OFFICES:

- A. The Contractor and his subcontractors may maintain such office and storage facilities at or near the site as are necessary for the Work of Broad and Front Street Parking Garage Stabilization. These shall be located so as to cause no interference to any Work to be performed on the site. The Project Representative shall be consulted with regard to locations.
- B. Upon completion of the Broad and Front Street Parking Garage Stabilization, or as directed by the Owner's Representative, the Contractor shall remove all such temporary structures and facilities from the site, same to become his property, and leave the premises in the condition required by the Contract.

VII. WORK BY OTHERS:

- A. The Owner reserves the right to retain outside forces for work adjacent to and beyond the scope of this Contract; however, access to and egress from the site area within this Contract may be necessary for the completion of Work by the Owner's own forces.

VII. WORK NOT INCLUDED IN CONTRACT

- A. Work specifically mentioned in the bid specifications, General Special and Technical Specifications as not being part of the Broad and Front Street Parking Garage Stabilization is not included in the Contract. The Contractor is to assume responsibility for all work and materials required to satisfy the intent and specific conditions of this scope of work.

(Sample – do not complete)
**FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

This Agreement made this _____ day of _____
in the year of Two Thousand and _____, between TRENTON
PARKING AUTHORITY in the CITY OF TRENTON, (hereinafter called the "Owner"),
and _____,
_____, the Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1 - CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General and other), Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. In enumeration of the Contract Documents appears in Article 6.

ARTICLE 2 - THE WORK

The Contractor shall supply as required by the Contract Documents, _____.

ARTICLE 3 - CONTACT PERSON

All questions and comments regarding the work should be directed to:

Louis Garlatti Jr.
Albert Garlatti Construction Company
401 Cleveland Avenue
Highland Park, NJ 08904
Phone: (732) 545-5727

ARTICLE 4 - TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall commence on or about _____ and will be completed within _____ days.

ARTICLE 5 - CONTRACT SUM

Base Bid: \$ _____
_____ Dollars

Written

+ **Owner's Contingency Allowance (5 % x Base Bid):** \$ _____
_____ Dollars

Written

= **Total Lump Sum Bid (105% x Base Bid):** \$ _____
_____ Dollars

Written

The contract, if awarded, will be awarded to the lowest responsive and responsible Bidder, based on the Total Lump Sum Price, which includes the 5% Owner's Contingency Allowance; and subject to the Owner's right to reject any and all bids and to waive any informality in the bids or bidding. The Contingency Allowance will be used to pay for additional work at unit price if the Architect / Engineer determines that additional work is required.

ARTICLE 6 - MISCELLANEOUS PROVISIONS

The Contract Documents which include the bid specification in their entirety and constitute the entire Agreement between the Owner and the Contractor, are listed in Article 1 and, except for modifications issued after execution of this Agreement, are enumerated as follows:

- A. The Agreement
- B. Invitation to Bid
- C. Instruction to Bidder
- D. Executed Bid Proposal
- E. General Conditions
- F. Special Conditions (if applicable)
- G. Technical Specifications (including drawings)
- H. Addendums (if applicable)

This Agreement executed the day and year first written above

for TRENTON PARKING AUTHORITY:

Name

Title

for CONTRACTOR:

Name

Title

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 Mercer County, 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
_____, Two Thousand and _____.

Corporate Title of Contractor

ATTEST:

By _____
Principal

Secretary

SWORN AND SUBSCRIBED BEFORE ME

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

APPENDIX A

NEW JERSEY

BUSINESS REGISTRATION REQUIREMENTS

A. CONSTRUCTION CONTRACTS

The Contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all level (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and 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)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax 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 pursuant to section 1 of P.L. 2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5-12-92), 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.

B. NON-CONSTRUCTION CONTRACTS

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)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax 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 pursuant to section 1 of P.L. 2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5-12-92), 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.

| STANDARD BID DOCUMENT REFERENCE | |
|--|---|
| | Reference: VII-G |
| Name of Form: | PUBLIC WORKS CONTRACTOR REGISTRATION |
| Statutory Reference: | N.J.S.A.34:11-56.48 |
| Instructions Reference: | Statutory and Other Requirements VII-G |
| Description: | Used for public works contract when prevailing wage threshold will be exceeded. |

The Public Works Contractor Registration Act (PWCRA) requires that all contractors, including named subcontractors, to register with the Department of Labor prior to submitting price proposals or engaging on certain public works contracts that exceed the prevailing wage threshold. The prevailing wage threshold is \$11,892 for municipalities and \$2,000 for all non-municipal entities, such as boards of education, authorities, fire districts, counties, etc.

Because the PWCRA uses the definition of public works contracts under the prevailing wage law, where the law uses the term “bidding”, contracting units are advised to read that as meaning to “submit” a price proposal.” Thus, the law applies to the formal bidding process where the contract is awarded to the lowest responsible bidder, and the receipt of informal quotations awarded to the vendor whose proposal is the “most advantageous, price and other factors considered.”

Under the law a *contractor* is a “person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract” which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25 et seq.]. It applies to contractors based in New Jersey or in another state.

The PWCRA defines “public works projects” as contracts for "public work" as defined in the Prevailing Wage Act [N.J.S.A. 34:11-56.26(5)]. The term means:

- “Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds,..."

- “Maintenance work” means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While “maintenance” includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

In order to provide guidance to contracting officials on implementing the law, nine key principles have been identified in the law. The nine items follow:

1. The law applies to all “public works contracts” that exceed the contracting unit’s prevailing wage threshold, as set by N.J.S.A. 34:11-56.26 (a) and (b).
2. The law applies to contracts for which public bidding is required, as well as those for which quotations are received.
3. All named contractors in a bid proposal (including out-of-state contractors) must be registered with the Department of Labor’s Division of Wage and Hour Compliance at the time proposals **are received** by the public entity.

For clarity, Local Finance Notice 2004-9 dated 4/28/04 uses the following term: “Received,” in context of when “proposals are received,” means the deadline or moment in time when proposals are formally opened and no other proposals are accepted.

4. The law requires contractors to submit certificates after a bid proposal is received and prior to awarding the contract. (N.J.S.A. 34:11-56.55)
5. After bid proposals are received, and prior to contract award, the contractor most likely to receive the contract award must submit to the public entity copies of certifications of all listed sub-contractors.
6. The contracting agent must review the certificates to be sure they were in effect at the time the bid proposals were received.
7. Non-listed subcontractors do not have to be registered until they physically start the public work assigned to them.
8. Bid proposal documents need to inform those submitting proposals of these requirements.
9. Emergency work is covered under the provisions of the Prevailing Wage Act and the PWCRA.

It is specifically recommended that language be included in specifications especially those sections regarding “Instructions to Bidders” advising potential bidders that:

1. All named sub-contractors must be registered with the Department of Labor pursuant to the PWCRA at the time the proposal is received, or the proposal will be determined to be non-responsive.
2. Any non-listed sub-contractor must be registered with the Department of Labor prior to physically starting work.

A contractor’s certification can be confirmed by contacting the Department of Labor’s [Division of Wage and Hour Compliance website](http://www.nj.gov/labor/lssc/lspubcon.html) (www.nj.gov/labor/lssc/lspubcon.html). This site only

shows approved contractors; there is no “pending” approval or a “grace” period. If a contracting unit encounters a problem in its review of certifications, or difficulty in making an award because of a non-registered contractor, they should contact the Contractor Registration Unit as soon as possible.

N.J.S.A. 34:11-56.56 provides several methods for the Department of Labor to enforce the law. The Department can deny renewal, revoke or suspend the registration of a contractor for a period of not more than five years, or, as a condition of initial or continued registration, require a surety bond payable to the State of New Jersey.

Additional information on the PWCRA can be obtained from the:

| | |
|--------------------------------------|--|
| Contractor Registration Unit | Telephone: 609-292-9464 |
| Division of Wage and Hour Compliance | Fax: 609-633-8591 |
| New Jersey Department of Labor | E-mail: contreg@dol.state.nj.us |
| PO Box 389 | Web site: www.nj.gov/labor/lssc/lspubcon.html |
| Trenton, New Jersey 08625-0389 | |

The web site has links to the PWCRA Registration Form, Listing of Contractors, Prevailing Wages and other useful information.

Contact the Division of Local Government Services at (609) 292-7842, by fax at (609) 633-6243 or by e-mail at lpcl@dca.state.nj.us for assistance in the application of the Local Public Contracts Law or related PWCRA issues. As specific situations are presented to the contracting unit, local legal advisors should review this guidance as to its applicability.

| STANDARD BID DOCUMENT REFERENCE | |
|--|--|
| REFERENCE: VII-I | |
| Name of Form: | FORMS TO BE PROVIDED BY ELEC |
| Statutory Reference: | N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271,S.3) |
| Instructions Reference: | Statutory and Other Requirements VII |
| Description: | Disclosure of Contributions to ELEC |

Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC)

N.J.S.A. 19:44A-20.27 establishes a new disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year \$50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement

Commission (ELEC). The report shall disclose any contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind:

- To a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or,
- To a political party committee, legislative leadership committee, political committee or continuing political committee.

The report will include all reportable contributions made by the business entity during the 12 months prior to the reporting deadline. ELEC will be promulgating a form and procedures for filing commencing in January 2007. ELEC can also impose fines for failure to comply with this requirement.

While the local unit has no role in this process, it is recommended that all bid or proposal specifications and contracts should include language notifying business entities of their potential obligation under the law. Such language could read as follows:

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

APPENDIX B

(REVISED 9/07)

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

CONSTRUCTION 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, up-grading, 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 of 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided,

however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall

arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) 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 Division 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 (NJAC 17:27)**.

APPENDIX C

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

The contractor and the _____ of _____, (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. *SI21 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.

APPENDIX D

PARKING AUTHORITY OF THE CITY OF TRENTON 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 New Jersey Turnpike 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 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: _____