

**CITY OF TRENTON
319 EAST STATE STREET, TRENTON, NEW JERSEY**



**REQUEST FOR PROPOSALS
FOR
PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
FOR
REHABILITATION OF THE JACKSON STREET BRIDGE
MILL HILL PARK
TRENTON, NEW JERSEY**

To be received on:

SEPTEMBER 25, 2013

**CITY OF TRENTON
Department of Recreation, Natural Resources, and Culture
319 East State Street
Trenton, NJ 08608**

DIVISION OF PURCHASING

RFP2013- 025B

**NOTICE OF REQUEST FOR PROPOSALS
RFP2013- 025B**

The City of Trenton is soliciting proposals through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq. for:

**Professional Architectural and Engineering Services
For
Rehabilitation of the Jackson Street Bridge
Mill Hill Park
Trenton, New Jersey**

The City of Trenton requires submission by **SEPTEMBER 25, 2013 AT 11:00AM** in City Hall Annex, Division of Purchasing, 1st floor, 319 East State Street, Trenton, New Jersey, 08608 to:

Isabel C. Garcia
Purchasing Agent
Division of Purchasing
319 East State Street
Trenton, NJ 08608

Scope of Services, Requirements, Evaluation Criteria and other proposal information may be obtained at the Division of Purchasing, 1st Floor, City Hall Annex, 319 East State Street, Trenton, NJ 08608 during regular business hours (8:30 am - 4:30 pm) or at the City website. The link to request a copy of the proposal is <http://www.trentonnj.org/Cit-e-Access/Bids/?TID=55&TPID=5563>.

With the exception of the United States Postal Service, express mail shall be delivered to City Hall Annex, Division of Purchasing, 319 East State Street, 1st Floor, Trenton, New Jersey 08608. Late submissions will not be accepted.

It is the responsibility of prospective respondent's to check the City of Trenton's website at for any addenda issued prior to the request for proposal opening at <http://www.trentonnj.org/Cit-e-Access/Bids/?TID=55&TPID=5563>.

Respondents shall comply with the requirements of P.L. 1975 C127. (N.J.S.A. 17:27et seq.)

SCHEDULE

Release Date:	Friday, August 23, 2013
Pre-Bid Meeting:	N/A
Questions By:	Wednesday, September 11, 2013
Addenda Issued:	Thursday, September 12, 2013
Proposal Opening Date:	Wednesday, September 25, 2013

City of Trenton
Isabel C. Garcia
Purchasing Agent
609-989-3135
RFP2013- 025B

REGISTER TO DO BUSINESS WITH THE CITY OF TRENTON

An e-notification will be sent to all vendors currently registered with the City of Trenton, directing them to bidding opportunities, notices, postponements and addendums on the City of Trenton Division of Purchasing website.

REGISTER AT:

<http://www.trentonnj.org/Cit-e-Access/Bids/?TID=55&TPID=5563>.

**PROPOSAL DOCUMENT CHECKLIST
(REQUIRED WITH SUBMISSION OF PROPOSAL)**

The following checklist is provided as assistance to the development of the RFP Response. It in no way supersedes or replaces the requirements of the RFP. Please initial on the lines below for each document/section attesting to the fact that you have read and/or included the documents with your RFP.

Business Registration Certificate to be supplied (Prior To Contract Award)	_____
Acknowledgement of Receipt of Addenda	√
Stockholder Disclosure (Mandatory Rejection If Not Included)	_____
Affirmative Action Statement	√
Affirmative Action Mandatory Language	_____
Americans with Disabilities Act Mandatory Language	√
Acknowledgement of Addenda	_____
Non-Collusion Affidavit	√
Certification and Disclosure of Political Contributions	_____
Disclosure of Invested Activities in Iran (Required To Be Completed And Signed)	√
Detailed Information as Mentioned in this Request for Proposal	_____
Original Copy and (5) additional copies with original signatures	√
Proposal Form with original signature	_____

Questions

Inquiries regarding the project shall be sent by fax or email no later than **Wednesday, September 11, 2013** to the City's Representative:

Matthew Brener
BRS Inc. for the City of Trenton
Email: matthew@njbrownfield.com
Fax: (267) 775-5072

Pre-Proposal Meeting

There will be no Pre-Proposal meeting. The Jackson Street Bridge is accessible during hours in which Mill Hill Park is open to the public

SCOPE OF SERVICES

Project Description

Introduction

The City of Trenton, New Jersey (hereinafter referred to as the “Owner”), requests proposals from qualified Architectural and Engineering firms (“Contractor”) to provide architectural/engineering conservation, design, and construction phase services for the rehabilitation and restoration of the Jackson Street Bridge, located at Mill Hill Park and the Mill Hill Historic District in downtown Trenton, New Jersey. The Jackson Street Bridge is owned by the City of Trenton. A Site Location Map is provided in the Appendix.

The Jackson Street Bridge (“Facility”) is a decommissioned road bridge now open only to pedestrian traffic. The Facility provides access across the Assunpink Creek and contributes to Mill Hill Park’s visual character. The Facility is a Pratt Truss structure erected in 1888; it was originally fabricated by the New Jersey Steel and Iron Company at their plant in South Trenton. The Facility was listed as a contributing element to the Mill Hill Historic District’s entry into the National Register of Historic Places in 1977.

The New Jersey Historic Trust (NJHT) is providing partial funding for this work through a Capital Preservation Grant to the City of Trenton and will review all planning documents and special testing reports for this project. NJHT will also review the contract documents, plans, specifications, etc. according to *The Secretary of the Interior’s Standards for the Treatment of Historic Properties*, as well as oversee construction activities.

The City of Trenton, in conjunction with NJHT, is undertaking a series of improvements intended to reinforce the historic nature of Mill Hill Park by rehabilitating, restoring and strengthening the interpretation of the Jackson Street Bridge. It is intended that this structure, once improved in this manner, will help to better define the historic character of Mill Hill Park and reinforce the overall historic integrity of the Mill Hill Historic District.

Project Location and Setting

The Mill Hill neighborhood in downtown Trenton is bounded generally by E. Front Street on the north, U.S. Route 1 on the south and east, and South Broad Street on the west. The Assunpink Creek runs through Mill Hill and is a significant greenway that links the neighborhood to the Delaware River.

Mill Hill is one of the most historic sites in Trenton, as it is located on the “high ground” alongside the Assunpink Creek. The historic significance of Mill Hill reaches back to the late seventeenth century when it became the area’s first industrial site with a grist mill erected in

1679. During the American Revolution, General George Washington utilized Mill Hill as a defensive location for the Second Battle of Trenton, which was fought on January 2, 1777.

In the nineteenth century, Mill Hill transitioned into an upper middle class neighborhood characterized by handsome Victorian brick townhomes and Gothic Revival wood-frame houses. Adjacent commercial areas developed in the same era; these remain today.

Mill Hill Park, which is owned and maintained by the City of Trenton, is located at the north end of the Mill Hill neighborhood, and is one of the primary public open spaces in Downtown Trenton. It serves the recreational needs not only of Mill Hill residents, but also of downtown workers and visitors. This five-acre park is designed for passive recreation. It is bisected into north and south sections by the Assunpink Creek.

More information regarding the historical background of the Facility and Mill Hill District may be found in the report "The Assunpink Creek in Mill Hill: A History and Consideration of Historic Interpretive Opportunities" (2002) prepared by Hunter Research, Inc., Trenton, New Jersey. The full report is available on-line at:

<http://www.trentonhistory.org/Documents/MillHillReport.html>

Description of the Work

Rehabilitation of the Facility

The Contractor shall provide all architectural and engineering services required to prepare Construction Documents for the rehabilitation work at the Facility as defined herein. These services shall include the performance of inspections, investigations, surveys, historical research and all else necessary to develop the necessary information to prepare the Construction Documents.

The rehabilitation work shall be completed to preserve the historical nature of the Facility. To the extent possible and practical, the Contractor shall complete designs that maintain the integrity of the original design and replicate original materials and finishes.

An evaluation of the bridge structure was performed in 2002 and updated in 2013 by USA Environmental Management, Inc. Copies of all inspection reports regarding the Jackson Street Bridge are provided in the Appendix. Based upon these prior reports, the planned scope of design and construction work for the Facility includes the following:

- Remove vegetation and debris from under bridge and stream bed.
- Pour new concrete to support end stringers.
- Seal deck underside with epoxy and patch spalls in concrete.
- Surface deck with bituminous concrete.

- Remove northeast retaining wall and rebuild in kind.
- Repoint all masonry.
- Restore and/or rebuild structural elements of metal bridge as needed.
- Prepare and paint/recoat metal entire steel surface.

Prior to preparation of the Contract Documents, the Contractor shall have a Bridge Engineer licensed to practice in the State of New Jersey inspect the Facility and provide to the Owner and NJHT a condition survey report including a professional engineering assessment of the current condition of the Facility and make recommendations for proceeding with its repair and restoration. Any differences of opinion with prior reporting should be noted and explained.

Additional investigations and inspections of the Facility by the Contractor and their engineering subcontractors may be necessary during the construction phase as areas of the bridge become accessible due to demolition or removal of materials. The Contractor shall be aware that unknown conditions may exist as the Contract Documents are prepared and finalized and shall include as necessary special procedures for certain variables in the project including indeterminate items, unknowns and contingencies; and postponement of decisions until adequate information is available. These procedures may include cash and quantity allowances, alternates and unit prices.

Prior investigation of the paint finish on the Facility indicates that the existing paint contains significant amounts of lead. The Contract Documents must therefore require of the constructor a material handling plan and health and safety plan to safely manage the removal and disposal of lead-based paint in accordance with all local, state and federal regulation and include specification of qualifications for firms that will remove and dispose of the paint. Documentation regarding lead-based paint testing and analysis at the Facility is included in the Appendix.

Project Identification Sign

NJHT requires that construction grant recipients prominently display a project identification sign at the project site. As per the Garden State Historic Preservation Trust Fund Grants Program rules (N.J.A.C. 15:34-5.1 (a)), this sign must acknowledge NJHT involvement. The Contractor shall include in the Construction Documents drawings and specifications as necessary for construction of the project identification sign. Specifications for the project sign are included in the Appendix .

Coordination with Consultants

The Contractor shall assemble a design team of professional consultants to perform the requested services. This team should consist of, as necessary, civil and environmental engineering subcontractors knowledgeable in codes and local requirements and experienced with bridge structures similar to the Facility. Team members should be able to balance factors

including requirements imposed by engineering systems; environmental health and safety; building codes; Owner and tenant requirements; access; and the overall cost of the project to the Owner.

The team should also include a Preservation Architect and/or Consultant experienced with the investigation, preservation and rehabilitation of historical sites similar to the Facility and using the *Secretary of the Interior's Standards for Historic Preservation*.

Respondents must identify all design service subcontractors in the proposal and provide copies of all appropriate licenses and registrations. Coordination with these and other appropriate consultants is to be included as part of the Scope of Services outlined in the proposal. The Contractor will be responsible for ensuring that the drawings completed by subcontractors are coordinated with the architectural and engineering drawings for the project.

General Requirements

Adherence to State Requirements

The project is being completed in part with funds provided by The New Jersey Historic Trust (NJHT), therefore the Contractor must adhere to all applicable State requirements and the Terms and Conditions of the Grant Agreement of the applicable NJHT Grant. A copy of the NJHT Grant Agreement Terms and Conditions are included in the Appendix.

Payment Procedures

Following Notice to Proceed, the Contractor shall deliver to the Owner's Representative within ten (10) days a proposed Schedule of Values that divides the Scope of Services and Contract Sum into milestones or project tasks in sufficient detail to facilitate continued evaluation of invoices and progress reports. Round amounts for each contract item to nearest whole dollar; total shall equal the Contract Sum. Construction Phase Support services shall be billed by the hour as per the price provided on the Price Form and the Contractor's Price Schedule. The Contractor shall submit the proposed Schedule of Values to the Owner's Representative for review and comment. The Contractor shall then make changes to the Schedule of Values to incorporate any changes directed by the Owner.

Contractor invoices may be submitted for payment not more than once every thirty (30) days.

The Contractor's invoice shall be prepared on the Contractor's letterhead and shall be accompanied by a progress report detailing the progress made in the billing period and the progress completed to date. The Contractor shall be responsible to provide all necessary documentation as proof of performance of work completed during the payment period or any other proof of performance that may be required by the Owner's Representative.

The invoice shall be submitted to the Owner's Representative for review and the Owner's Representative shall then either submit the invoice to the Owner for payment or shall return the invoice to the Contractor indicating that corrections should be made or additional information or proof of performance may be required. If necessary, the Contractor shall then resubmit the invoice to the Owner's Representative for review and approval.

Professional Licensure

Professional Architects and Engineers that prepare and certify plans and documents shall be licensed and registered in the State of New Jersey.

The Respondent shall provide with the proposal the name, qualifications and copies of all relevant licenses and certifications of all specially licensed and/or certified professionals who shall work on the project.

Codes, Permits, and Standards

All work undertaken as part of this Scope of Services by the Contractor and their subcontractors, shall be in conformance with all applicable federal, state and local regulations, including (but not necessarily limited to) the requirements of the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.), the General Ordinances of the City of Trenton, the Uniform Construction Code of the State of New Jersey and the Uniform Fire Code of the State of New Jersey.

All plans and specifications prepared by the Contractor for construction, alteration, repair or demolition of the Facility must be prepared such that it may receive permits for all building, plumbing, electrical and fire protection work from the City of Trenton.

Standards for Rehabilitation and Restoration

All work undertaken on the Facility shall be performed in accordance with the "Secretary of the Interior's Standards for Rehabilitation and Restoration".

The Secretary of the Interior of the United States is responsible for establishing professional standards and providing advice on the preservation and protection of cultural resources. The National Park Service, an agency of the Department of the Interior, has developed guidelines and standards that guide decision-making at the national, state, and local levels to encourage consistent preservation practices across the country.

The overarching guidance document is the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation. These standards and guidelines became effective in 1983, and are intended to provide technical advice about archeological and historic preservation activities and methods, including information regarding: preservation planning; the identification, evaluation and registration of historic properties; archeological, historical,

architectural and engineering documentation, professional qualification standards, and capital historic preservation projects.

A copy of the Standards may be accessed on line at <http://www.nps.gov/history/local-law/arch_stnds_0.htm>.

Preparation of Documents

All text documents required under this Scope of Services shall be prepared in *Microsoft Word*. Figures and plans and maps shall be prepared in *AutoCAD* and/or *ESRI ArcMap*. Tables and calculations shall be prepared in *Microsoft Excel*. Project schedules shall be prepared in *Microsoft Project*.

All drawings, specifications, electronic source files, and all other documents prepared by the Contractor for this project shall be provided to the Owner's Representative upon request and as required by this Scope of Services.

Reliance on Prior Work

The Owner may provide to the Contractor as part of this solicitation or at other times during the project, documentation of prior work completed at the Facility by others including drawings, specifications or other documents either printed or in electronic format. The documentation shall be provided for informational purposes only for the sole use of the Contractor. The Owner makes no claims as to the correctness or accuracy of the data provided therein. The Contractor must review and determine for themselves the correctness and accuracy of the information before incorporating and relying on the prior work as part of their work product to the Owner.

Project Management and Control

The Contractor shall promote good communication and coordination of all relevant parties throughout the project.

The Contractor shall provide regular updates and progress reports to the Owner's Representative and upon request by the Owner's Representative; and shall, from time to time, meet with the Owner and NJHT at Trenton City Hall or another place of the Owner's choosing to discuss the progress of the project.

The Contractor shall prepare for and attend one (1) kick-off meeting prior to the commencement of work with the Owner, NJHT and other parties as required including subcontractors and representatives of relevant City Departments. The kick-off meeting shall be used to review plans and Contractor Scope of Services, update project schedule, coordinate efforts, review payment procedures and set communication protocols. The Contractor shall take notes at the meeting and submit a draft memo documenting all items discussed to the Owner's Representative for review and comment. The Contractor shall then incorporate all comments provided into a final memo and resubmit.

The Contractor shall provide to the Owner, prior to initial kick-off meeting, a workplan and schedule describing actions to be taken by the Contractor to complete the work required by this Scope of Services. The project workplan and schedule shall be updated periodically as necessary and to the satisfaction of the Owner without additional cost to the Owner.

Schedule

The Contractor shall agree to commence work immediately upon receipt of Notice to Proceed from the Owner and diligently pursue the work as per a schedule to be determined by the Owner's Representative and the Contractor prior to the commencement of the work. The work schedule shall be updated from time to time by the Contractor to reflect current conditions at no additional cost to the Owner. The Contractor shall agree to abide by specific timeframes as may be described in task items in the Contractors Scope of Services and complete all work within the indicated periods.

The Owner has established the following goals for the project schedule:

- The Schematic and Design Phases should be completed within sixty (60) days of Notice to Proceed.
- The Construction Document Phase should be completed within one hundred and twenty (120) days of Notice to Proceed.

The schedule for the Construction Phase Support services of this project shall be determined by the Contractor and the Owner following procurement of the construction contractor.

Task Item 1. Architectural/Engineering Design Services

The Contractor shall provide design services that consists of preparing architectural and engineering drawings, technical specifications, and contracting requirements ("Contract Documents") for the rehabilitation of the Facility and the production and installation of the project identification sign.

Design services will be performed in three (3) phases including the schematic design phase, design development phase, and production of construction documents to the 100 percent completion level.

At each level of completion (schematic design, design development, and 100% contract documents) the Contractor shall prepare design drawings, project descriptions and reports, technical specifications, a quantities estimate, an estimate of probable construction cost and construction schedule ("design phase documents"). The Contractor shall conduct an internal quality control review, assemble the design phase documents and submit the design package to Owner for review and comment. The design package shall include:

- Three (3) full size printed sets of drawings and three (3) printed copies of the project description report, technical specifications, quantities and cost estimates, construction schedules and other design documents.
- Electronic files of all drawings in *AutoCAD* format, print sets of the drawings in *PDF* format, technical specifications and project reports in *Microsoft Word* format, cost and quantity estimates in *Microsoft Excel* format, and project construction schedule in *Microsoft Project* format. The electronic files shall be made available to the Owner's Representative via e-mail or FTP download. Otherwise, all electronic files shall be provided on CD-ROM and shall be professionally labeled on both the container and disk.

At each level of completion (schematic design, design development, and 100% construction documents) the Contractor shall prepare for and conduct at least one (1) design meeting with the Owner and NJHT at Trenton City Hall or other location to be selected by the Owner to discuss the review comments of the submittal. Review comments from the design meetings shall be incorporated into each subsequent design level.

Advancement to each next design phase shall be pending on the review of deliverables, and comments by the Owner and NJHT and written Notice to Proceed.

Schematic Design Phase

Upon receipt of written Notice to Proceed the Contractor will consult with the Owner and NJHT on a pre-design evaluation to determine project goals and requirements and finalize the scope of work. This meeting may take place in coordination with the required kick-off meeting.

As part of the schematic design phase, the Contractor shall investigate and analyze structural components, engineering systems and finishes; and measure the Facility to the extent necessary to determine the information required for the work.

Based on the information developed by the Contractor's own investigation including review and survey of relevant historical materials; information gathered from the Owner and NJHT about the goals and requirements of the rehabilitation of the Facility; and inspection and measurement of the Facility; the Contractor shall prepare schematic designs, which shall include:

- Preliminary site plans and elevations, including demolition and clearing necessitated by the proposed work;
- Preliminary project description report of the proposed work including:
 - Preliminary materials selection;
 - Evaluation of different proposed improvements and engineering systems; and
 - Condition survey report of the Facility;

- Quantities estimate and an estimate of probable construction cost; and
- Preliminary construction schedule.

Design Development Phase

After the approval of the final schematic design submission package by the Owner and NJHT and provision of Notice to Proceed, the Contractor shall prepare design development documents. The design development phase will define the overall scope and approach to each engineering system and trade. The Contractor shall review the cost of alternate proposals with the Owner and NJHT. At minimum, the design development documents shall include:

- Code review and a list of all required permits, licenses, reviews, and approvals;
- Site plans showing special features and major elements;
- Elevations articulating design features and denoting materials;
- Sections demonstrating intent of design and intended work;
- Preliminary Project Manual including outline specifications;
- Quantities estimate and an estimate of probable construction cost; and
- Preliminary construction schedule.

Construction Document Phase and Assistance with Bidding

Upon receipt of written Notice to Proceed, the Contractor shall provide final drawings, technical specifications, and contracting requirements (including any pre-contract revisions and addenda) for construction and include all pertinent information required for the constructor to price and complete the project ("Contract Documents"). The Contract Documents, together with all procurement requirements of the State of New Jersey and the City of Trenton, constitute the complete set of Construction Documents.

The Project Manual is the bound portion of the Construction Documents and shall include the technical specifications, contract requirements and procurement requirements and shall be prepared in conformance with the requirements of the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.).

The Contractor shall identify and list all required permits to complete the construction work in the Project Manual and include copies of all pertinent permit applications so the respondents to the bid may be aware in advance of all requirements. The constructor of the Facility shall be responsible for preparing, submitting, and securing all permits and documents required to complete the work, including the payment of all application fees.

The Contractor shall determine using all reasonably attainable non-invasive means, the location of all utilities that may impact work on the site including water, sewer, electric, natural gas, telephone, cable, and all others and specify locations on the construction plans. The constructor of the Facility, however, shall be solely responsible for field locating and protecting all utilities.

Following final approval by the Owner and NJHT of the 100% Construction Documents, the Contractor shall provide up to eight (8) printed sets of reproducible Construction Documents (complete drawing sets and bound Project Manuals) to the Owner for use in distributing documents to the bidders. The Contractor shall provide cover-to-cover electronic PDF files of the drawings sets and Project Manual to the Owner's Representative via e-mail or FTP download. Otherwise, all electronic files shall be provided on CD-ROM and shall be professionally labeled on both the container and disk.

The Contractor shall prepare for and attend one (1) pre-bid conference with bid respondents at the job site.

The Contractor shall written responses to questions from bid respondents regarding the Contractor designs and prepare up to one (1) addendum for the bid documents.

Task Item 2. Construction Phase Services

An allowance of forty (40) hours is allocated for this task item. The hours will be budgeted by the Contractor and the Owner's Representative prior to the initiation of construction and will be applied to the construction schedule to be developed by the constructor of the Facility.

The Price Schedule provided by the Contractor shall include one line item providing a fixed hourly rate for Construction Phase Support Services, including all labor, material, equipment and all other costs, as required by this Scope of Services.

The following items are included under this Task Item:

- The Contractor shall attend one (1) pre-construction meeting (allowance: 4 hours) to review the project schedule, submittal requirements, construction sequencing and other relevant construction procedures with the Owner's Representative and the constructor of the Facility.
- The Contractor shall attend construction project update meetings with the Owner's Representative and the construction contractor either at Trenton City Hall or at the project site throughout the course of construction to review progress and work schedules and discuss construction issues. The number of meetings and schedule of the meetings shall be established by the Contractor and Owner's Representative to meet project requirements and allotted budget.
- The Contractor shall review and provide written comment within ten (10) calendar days on submittals provided by the Owner's Representative including written requests for information (RFI), work plans, shop drawings, material submittals and as-built drawings.

- The Contractor shall provide on-site project representation during construction from time-to-time to review construction progress, record observations, verify that design and materials specifications are being met, report deviations from design documents, and provide field clarifications.
- At the request of the Owner's Representative, the Contractor shall revise drawings and specifications as necessary to address new conditions that may be identified during construction.
- The Contractor shall assist in Project close-out tasks including review of punch lists prepared by the Owner's Representative and confirming attainment of Substantial Completion.

Proposal Requirements

Proposals must include all materials required by this RFP and address the requirements of the RFP in the exact order set forth below. They should be as concise as possible and must not contain any promotional, advertising or display material. Failure to comply with any of the items listed in the Proposal Requirements is a basis for rejection of the proposal. All proposals must include the following information:

1. Letter of Transmittal

Include the firm's understanding of the work to be performed; state why the firm believes itself to be the best qualified to perform the services requested; state the Management Contact (representative authorized to sign an agreement for the firm) and Project Manager (person responsible for day-to-day management of the project).

2. Table of Contents

Include a clear identification of the material by section and by page number.

3. Project Personnel

Proposals must identify by name the lead Contractor, subcontractors and key professional staff that will be assigned to carry out the work, and a listing of their qualifications and areas of expertise, copies of relevant licenses and certifications, and proposed project responsibilities. Key project team members may not be replaced except with express written consent of the Owner.

4. Scope of Services

Proposals must address all items set forth in the "Contractor Scope of Services". The proposals must provide a detailed plan demonstrating the respondent's approach and methodology and how the respondent shall complete all requirements of each item and comply with applicable law and regulation.

Proposals should provide a detailed schedule with project sequencing, including suggested payment milestones, and demonstrate agreement to work on a timely and interactive basis with the Owner.

The methods and procedures, materials and equipment, and all subcontractors and professionals that shall be used to complete each task item must be provided in detail to demonstrate the respondent's technical understanding and regulatory requirements of the work.

Additional information which, in the opinion of the respondent, should be included must be clearly identified.

5. Price Schedule

Proposals must include a company price schedule listing all personnel, equipment and material categories that may be used on the project indicating a description of the item, the units of delivery and cost per unit item. The price schedule must be provided on the respondent firm's letterhead and be signed and dated by a manager authorized to provide such information. The Price Schedule shall include one line item providing a fixed hourly rate for Construction Phase Support Services, including all labor, material, equipment and all other costs, as required by this Scope of Services.

6. References

Proposals must include details of the respondent firm's relevant experience and competence to perform the required work, particularly as it relates to the stated goals of this Project. The bidder shall demonstrate successful experience in the restoration of historic buildings using The Secretary of the Interior's Standards for the Treatment of Historic Properties on at least two (2) projects of similar size and scope of work as the subject project within the past five (5) years, at least one of which was reviewed and approved by a state Historic Preservation Office, the New Jersey Historic Trust, or the historic review body of a county or municipal authority..

7. Exceptions to the RFP

Any modifications or revisions to the Scope of Services, required task categories or proposed schedule that could improve or facilitate the completion of the project should also be included in the proposal. Proposals should identify any increase or decrease in the level of effort associated with the modification. Proposals should discuss any potential difficulties, delays, or variances in carrying out the work.

8. Submittals and Certifications

Respondent must provide all submittals and certifications required by the RFP. These include (but may not be restricted to) a copy of current New Jersey Business Registration; completed, signed and notarized copies of the Non-Collusion Affidavit and Stockholder Disclosure Certification; and completed and signed copies of the Affirmative Action Compliance Notice and Federal Disbarment Certification Form.

Respondent must provide a copy of an insurance certificate listing the amount of the firm's current coverage.

The respondent must complete the Price Form. The form must be signed and dated by respondent.

9. Electronic Submittal on CD

Along with the original copy of the submittal and five (5) additional copies with original signatures as required by this RFP, the respondent should include the entire cover-to-cover submittal as a PDF document on CD. The CD should be professionally labeled with the name of the respondent firm, RFP name and RFP number.

Evaluation, Review and Selection

Rejection of Proposals

The Owner expressly reserves the right, at its sole and absolute discretion, to modify, alter, or waive any provisions or informalities of this RFP and to reject any submission which, in the sole judgment of the Owner, is not in compliance with the terms of the RFP or any part thereof, or which is deemed in the best interest of the Owner, or terminate the selection process at any time.

The Owner reserves, in its sole discretion, the right to waive minor elements of non-compliance of any firm's submission with regard to the requirements outlined in this RFP.

The Owner reserves the right to proceed or not to proceed with any portion of the project, in the order and strictly as needed, based solely on the determination of the Owner.

Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors.

Evaluation Criteria

The criteria considered in the evaluation of each proposal follows. All criteria will be used to select the successful respondent.

Proposals must address all task items set forth in the "Contractor Scope of Services" and in the order in which they appear. Additional information which, in the opinion of the respondent, should be included must be clearly identified. The methods and procedures, materials and

equipment, and all subcontractors and professionals that shall be used to complete each task item must be provided in detail to demonstrate the respondent's technical understanding and regulatory requirements of the work.

- Understanding of the Requested Work. The proposals will be evaluated for general compliance with instructions and requests issued in the RFP. Non-compliance with significant instructions shall be grounds for disqualification of proposals.
- Knowledge and Technical Competence. This includes the ability of the respondent to perform all of the tasks and fulfill adequately the stated requirements.
- Management, Experience and Personnel Qualifications. Expertise of the respondent firm shall be demonstrated by past contract successes providing government or other agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, respondents shall provide personnel qualifications in the Proposal.
- Ability to Complete the Services in a Timely Manner. This is based on the estimated duration of the tasks and the respondent's ability to accomplish these tasks as stated.
- Price. Price shall be based on the fee schedule submitted with the proposal. Any services not included as part of any resulting contract scope of services must be approved and authorized by the Owner before such work is initiated. The Owner shall pay for such approved services, at the rate or cost agreed upon between the Owner and Contractor, provided the respondent has provided a schedule of fees for additional services with this RFP.

Proposals from qualified firms shall be scored using the following criteria:

Item No.	Criteria description	Percent
1	Understanding the requested work.	25%
2	Knowledge and technical competence.	15%
3	Management, experience and personnel qualifications.	15%
4	Ability to complete the services in a timely manner.	10%
5	Price.	35%
TOTAL		100%

[PRICE FORM ON FOLLOWING PAGE]

PRICE FORM

**Professional Architectural and Engineering Services
For
Rehabilitation of the Jackson Street Bridge
Mill Hill Park
Trenton, New Jersey**

An Officer of the Respondent Firm must sign and date this Price Form and return with the proposal.

Description	Unit	Qty.	Unit price (\$)	Total (\$)
General Requirements and Task Item 1 Architectural and Engineering Design Services: including Schematic Design Phase, Design Development Phase, Construction Documents and Bid Support.	LS	1		
Task Item 2: Construction Phase Support Services	HR	40		

On the lines below, insert the Total Price for the entire Scope of Services (not including Alternates) including General Requirements, Architectural and Engineering Design Services (including Schematic Design Phase, Design Development Phase, Construction Document Phase and Bid Support), and Construction Phase Support Services.

Total Amount in words

\$ _____

Total Amount in numbers

The undersigned proposes to furnish and deliver the above goods/services pursuant to the RFP and made part hereof. The price provided in the Price Form shall include all equipment, materials, supplies, labor, subcontractor's fees, per diem, overhead, insurance, profit, taxes,

shipping fees, warranties, submittal preparations, conformance with health and safety protocols, compliance with all regulations and other incidentals required to complete the Work as described in the Scope of Services.

Company	Federal ID #
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Address

Signature of Authorized Agent	Print Name
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Title	Date
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Telephone Number	E-mail Address
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PROPOSAL

The undersigned respondent declares that he/she has read the Notice of Request for Proposal, Instructions to Respondents, Affidavits and Scope of Services, Requirements, Evaluation Criteria attached, that he/she has determined the conditions affecting the proposal agrees, if this proposal is accepted, to furnish and deliver the following:

(SIGNATURE BY AUTHORIZED REPRESENTATIVE)

The undersigned is a Corporation, Partnership or Individual under the laws of the State of

_____ having its principal office at _____

COMPANY: _____

ADDRESS: _____

FED. ID No.: _____

NAME: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

DATE: _____

INSTRUCTIONS TO RESPONDENTS

I. SUBMISSION OF PROPOSALS

A. City of Trenton, Mercer County, New Jersey (hereinafter referred to as "OWNER") invites sealed proposals pursuant to the Notice to Respondents.

B. Sealed proposals will be received by the designated representative at the time and place stated in the Notice to Respondents, and at such time and place will be publicly opened and read aloud.

C. The proposal form shall be submitted, in a sealed envelope: (1) addressed to the OWNER as follows: City of Trenton, Division of Purchasing, City Hall Annex, First Floor, 319 East State Street, Trenton, NJ 08608 (2) bearing the name and address of the proponent written on the face of the envelope, and (3) clearly marked "PROPOSAL" with the contract title and/or proposal # being proposal.

D. It is the proponent's responsibility to see that proposals are presented to the OWNER on the hour and at the place designated. Proposals may be hand delivered or mailed; however, the OWNER disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Proposals received after the designated time and date will be returned unopened.

E. Sealed proposals forwarded to the OWNER before the time of opening of proposals may be withdrawn upon written application of the Proponent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once proposals have been opened, they must remain firm for a period of sixty (60) calendar days.

F. All prices and amounts must be written in ink or preferably typewritten. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the OWNER. Any changes, white-outs, strike-outs, etc. on the proposal page must be initialed in ink by the person responsible for signing the proposal.

G. Each proposal form must give the full business address of the Proponent and be signed by an authorized representative. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

H. Respondents must insert prices for furnishing all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor F.O.B. destination and

placement at locations specified by the OWNER. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.

- I. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.

II. INTERPRETATION AND ADDENDA

A. The Proponent understands and agrees that its proposal is submitted on the basis of the specifications prepared by the OWNER. The Proponent accepts the obligation to become familiar with these specifications.

B. Respondents are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Respondent should be promptly reported in writing to the appropriate official. In the event the Proponent fails to notify the OWNER of such ambiguities, errors or omissions, the Proponent shall be bound by the proposal.

C. No oral interpretation of the meaning of the specifications will be made to any Proponent. Every request for an interpretation shall be in writing, addressed to the OWNER'S representative stipulated in the proposal. In order to be given consideration and timely issuance of addenda, if any, for all proposals other than construction and municipal solid waste collection and disposal service, written requests for interpretation must be received at least seven (7) days prior to the date fixed for the opening of the proposals Saturdays, Sundays, and holidays excepted; and for construction work proposals, written requests for interpretation must be received at least nine (9) days, Saturdays, Sundays and holidays excepted prior to the date fixed for the opening of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective Respondents, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the Proponent in the proposal. The OWNER'S interpretations or corrections thereof shall be final.

D. DISCREPANCIES IN PROPOSALS

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks **are not** considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

III. BRAND NAMES, PATENTS AND STANDARDS OF QUALITY

A. Brand names and/or descriptions used in this proposal are to acquaint Respondents with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the Proponent on a separate sheet and submitted with the proposal form. Vendor's literature WILL NOT suffice in explaining exceptions

to these specifications. In the absence of any changes by the Proponent, it will be presumed and required that materials as described in the proposal be delivered.

B. It is the responsibility of the Proponent to demonstrate the equivalency of item(s) offered. The OWNER reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets its requirements.

C. In submitting its proposal, the Proponent certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful Proponent shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the OWNER harmless from any damages resulting from such infringement.

D. Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to N.J.S.A. 40A:11-18.

E. Wherever practical and economical to the OWNER, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

IV. INSURANCE AND INDEMNIFICATION

A. INSURANCE REQUIREMENTS

1. Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of this contract by the Proponent covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability \$500,000.

2. GENERAL LIABILITY INSURANCE

This insurance shall have limits of not less than \$1,000,000 combined single limit and \$2,000,000 aggregate, and shall be maintained in force during the life of this contract by the Proponent.

3. AUTOMOBILE LIABILITY INSURANCE

This insurance covering Proponent for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000. Limit shall be maintained in force during the life of this contract by the Proponent.

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.

C. INDEMNIFICATION

Successful Proponent will indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the Proponent, the Proponent's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

V. PREPARATION OF PROPOSALS

A. The OWNER is exempt from any local, state or federal sales, use or excise tax.

B. ESTIMATED QUANTITIES (OPEN-END CONTRACTS)

The OWNER has attempted to identify the item(s) and the estimated amounts of each item proposal to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for proposal. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:34-4.9. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

C. Successful Proponent shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All proposals submitted shall include this cost in the proposal price agreement.

VI. STATUTORY AND OTHER REQUIREMENTS

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action regulations of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

1. PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

All successful vendors must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

- i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter), or
- ii. A photocopy of an approved Certificate of Employee Information Report, or
- iii. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

2. CONSTRUCTION CONTRACTS

All successful contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201- available upon request from the Affirmative Action Office) for any contract award that meets or exceeds the proposal threshold.

B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of proposals and services is prohibited. The successful Proponent is required to read Americans with Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful Proponent is obligated to comply with the Act and to hold the OWNER harmless.

C. PREVAILING WAGE ACT (WHEN APPLICABLE)

Pursuant to N.J.S.A. 34:11-56.25 et seq., successful Respondent on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the OWNER within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

D. STOCKHOLDER DISCLOSURE

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Form of Statement shall be completed and attached to the proposal.

E. THE NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

F. NON-COLLUSION AFFIDAVIT

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the proposal.

G. PROPOSAL DOCUMENT CHECKLIST

Pursuant to NJSA 40A:11-23.1, the proposal document checklist must be completed and submitted with your proposal.

H. PUBLIC WORKS CONTRACTOR REGISTRATION ACT

Pursuant to P.L. 1999, c.238 (C.34:11-56.48 et seq), no contractor shall proposal on any contract for public work as defined in section 2 of P.L.1963,c.150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a proposal for the contract unless the subcontractor is registered. Applications for registration are available from: NEW JERSEY DEPARTMENT OF LABOR, DIVISION OF WAGE AND HOUR COMPLIANCE, PO BOX 389, TRENTON, NJ 08625-0389. The contractor shall submit a copy of the registration certificate with their proposal. Failure to submit the certificate may be cause for rejection of the proposal. Each contractor shall, after the proposal is made and prior to the awarding of the contract, submit to the City of Trenton the certificates of registration for all subcontractors listed in the proposal.

I. BUSINESS REGISTRATION OF PUBLIC CONTRACTORS (PRIOR TO AWARD)

Pursuant to P.L. 2004, c 57 (Chapter 57) NJSA 52:32-44, all prospective Respondents (as well as any subcontractors) must provide proof of State of New Jersey business registration prior to

the award of the contract. Proof of business registration shall be a copy of a Business Registration Certificate issued by the New Jersey Department of the Treasury, Division of Revenue.

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS FOR 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 levels (tiers) of the project.

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 Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.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.”

New Jersey Business Registration Requirements for 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 Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.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.”

J. CONFLICT OF INTEREST

In accordance with 40:69A-163 no officer or employee elected or appointed in any municipality shall be interested directly or indirectly in any contract or job for work or materials, or the profits thereof, to be furnished or performed for the municipality.

VII. METHODS OF AWARD

A. All contracts shall be for 12 consecutive months unless otherwise noted in technical or supplemental specifications.

B. The OWNER may award the work on the basis of the Base Proposal, combined with such Alternates as selected, until a net amount is reached which is within the funds available.

C. If the award is to be made on the basis of Base Proposals only, it will be made to that responsible Proponent whose Base Proposal, therefore, is the lowest. If the award is to be made on the basis of a combination of a Base Proposal with Options, it will be made to that responsible Proponent whose net proposal on such combination is the lowest.

D. The OWNER may also elect to award the work on the basis of line items or unit prices.

E. The successful Proponent will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the OWNER.

F. Pursuant to NJSA 40A:11-13(b), the OWNER reserves the right to consider the Proponent's physical proximity to Trenton City Hall, 319 East State Street, Trenton, NJ, in awarding the contract when it is determined that the location of the Proponent's business is a requisite to the efficient and economical performance of said contract.

G. Pursuant to NJSA 40A:11-24, the OWNER shall award the contract or reject all proposals within the time as may be specified, but in no case more than 60 days, except that the proposals of any Respondent who consent thereto may, at the request of the contracting unit, be held for consideration for a longer period as may be agreed.

H. The OWNER may award the work in whole or in part whichever is most advantageous to the OWNER.

VIII. REJECTION OF PROPOSALS

A. Availability of Funds

Pursuant to statutory requirements, any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually.

B. MULTIPLE PROPOSALS NOT ALLOWED

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

C. UNBALANCED PROPOSALS

Proposals which are obviously unbalanced may be rejected.

D. UNSATISFACTORY PAST PERFORMANCE

Proposals received from Respondent who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the OWNER in an unacceptable manner, may be rejected.

E. FAILURE TO ENTER CONTRACT

Should the Proponent, to whom the contract is awarded, fail to enter into a contract within 21 days, Sundays and holidays excepted, the OWNER may then, at its option, accept the proposal of the next lowest responsible Proponent.

F. The lowest proposal substantially exceeds the estimates for goods and services.

G. The OWNER decides to abandon the project.

H. The OWNER decides to substantially review the specifications.

I. The purposes or provisions or both of P.L. 1971,c.198 (D.40A:11-1 et seq) are being violated;

J. The OWNER decides to utilize the State authorized contract pursuant to section 12 of P.L.1971,c.198(C.40A:11-12).

IX. TERMINATION OF CONTRACT

A. If, through any cause, the successful Proponent shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the OWNER shall there upon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the OWNER of any obligation for balances to the contractor of any sum or sums set forth in the contract.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the contractor and the OWNER may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the OWNER from the contractor is determined.

C. The contractor agrees to indemnify and hold the OWNER harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the OWNER under this provision.

D. In case of default by the successful Proponent, the OWNER may procure the articles or services from other sources and hold the successful Proponent responsible for any excess cost occasioned thereby.

E. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the OWNER reserves the right to cancel this contract.

X. CONTRACT EXTENSION FOR SERVICE CONTRACTS

The contracting unit at its sole discretion and pursuant to the authority granted to it in accordance with N.J.S.A. 40A:11-15 may extend any contract for services other than professional services, the statutory length of which contract is for three years or less. Such contracts shall be limited to no more than one two-year extension or two one-year extensions and shall be subject to the limitations contained in this section. All multi-year contracts entered into pursuant to this section, including any two year or one year extensions, with the exception of those contracts identified in subsections (1),(9),(12),(16),(17),(18), (19),(24),(30),(31),(34),(35),(36)and (37) of N.J.S.A. 40A:11-15, shall be subject to the availability and annual appropriation of sufficient funds as may be required to meet the extended obligation and are subject to annual cancellation if said funds become unavailable.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." N.J.S.A. 19:44A-20.26(b) The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

PUBLIC CONTRACTING REFORM ORDINANCE

Be It Enacted by the City of Trenton, County of Mercer;

Preamble

WHEREAS, large political contributions from those seeking or performing contracts with a municipality, raise reasonable concerns on the part of taxpayers and residents as to their trust in government and its business practices;

WHEREAS, pursuant to N.J.S.A. 40:48-2, a municipality is authorized to adopt such ordinances, regulations, rules and by-laws as necessary and proper for good government, as well as the public health, safety and welfare; and

WHEREAS, pursuant to P.L.2005, c.271 (codified at N.J.S.A. 40:11A-51) a municipality is authorized to adopt by ordinance measures limiting the awarding of public contracts to business entities that have made political contributions and limiting the contributions that the recipient of such a contract can make during the term of a contract; and

WHEREAS, in the interest of good government, the people and the government of the City of Trenton desire to establish a policy that will avoid the perception of improper influence in public contracting and local elections;

NOW, THEREFORE, BE IT RESOLVED, it shall be the policy of the City of Trenton to create a such a regulation which states that a business entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Trenton; and

BE IT ORDAINED by the City of Trenton, in the County of Mercer, and State of New Jersey, as follows:

SECTION 1 – PROHIBITION ON AWARDED PUBLIC CONTRACTS TO CERTAIN CONTRIBUTORS

- (a) To the extent that it is not inconsistent with state or federal law, the City of Trenton and any of its departments, instrumentalities or purchasing agents shall not enter into any agreement or otherwise contract to procure "professional services" as such term is used at N.J.S.A. 40:11A-51(a)(i) and/or banking, insurance or other consulting service (hereinafter "professional services") from any professional business entity if such professional business entity has solicited or made any contribution (as such term is defined at N.J.A.C. 19:25-1.7, which definition includes loans, pledges and in-kind contributions) (hereinafter "contribution"), to (i) a candidate or joint candidates committee of any candidate for elective municipal office in Trenton or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Trenton or Mercer County political party committee, or (iii) to any political action committee that regularly engages in the support of Trenton municipal or Mercer county elections and/or Trenton municipal or Mercer county political parties or Trenton municipal or Mercer County political party committees, (hereinafter "PAC"), in excess of the thresholds specified in subsection (d) within one calendar year immediately preceding the date of the contract or agreement.
- (b) No professional business entity who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the City of Trenton or any of its departments or instrumentalities, for the rendition of professional services shall knowingly solicit or make any contribution, to: (i) a candidate or joint candidates committee of any candidate for elective municipal office in Trenton or holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Trenton or Mercer County political party committee, or (iii) to any political action committee ("PAC") that regularly engages in the support of Trenton municipal or Mercer County elections and/or Trenton municipal or Mercer County political parties or Trenton municipal or Mercer County political party committees, between the time of first communication between that professional business entity and the municipality regarding a specific agreement for professional services and the later of the termination of negotiations or rejection of any proposal, or the completion of the performance of that contract or agreement.
- (c) For purposes of this Ordinance, a "professional business entity" whose contributions are regulated by sections (a) and (b) hereof means: (i) an individual including the individual's spouse, and any child/children living at home; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (c) any person who owns 10% or more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children living at home; (d) all partners or officers of such an entity, in the aggregate, and their spouses and child/children living at home; and (e) all persons who are an "affiliate" of a person as defined in sections (i) and (ii) above (as such term is used in 11 U.S.C. § 101(2)).
- (d) The monetary thresholds of this Ordinance are: (i) a maximum of \$300 each for any purpose to any candidate for mayor or governing body, or \$300 to a political party committee of the City of Trenton; (ii) \$500 to a Mercer County political party committee or to any PAC. However, any group of persons meeting the definition provided in section (c) above of "professional business entity" may not annually contribute for any purpose in excess of \$2,500 to all City of Trenton candidates and officeholders with ultimate responsibility for the award of the contract and all City of Trenton or Mercer County political party committees and PACs combined, without violating subsection (a) of this section.
- (e) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be:
- (1) The City of Trenton Mayor or Governing body, if the contract requires approval or appropriation from the Mayor or Governing body.
 - (2) The Mayor of the City of Trenton, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

SECTION 2 – CONTRIBUTIONS MADE PRIOR TO THE EFFECTIVE DATE

No contribution or solicitation of contributions made prior to the effective date of this Ordinance shall be deemed to give rise to a violation of this Ordinance.

SECTION 3 – CONTRIBUTION STATEMENT BY PROFESSIONAL BUSINESS ENTITY

- (a) Prior to awarding any contract or agreement to procure professional services from any professional business entity the City of Trenton or its purchasing agents and departments, as the case may be, shall receive a sworn statement from the intended recipient of said contract that he/she/it has not made a contribution in violation of Section 1 of this Ordinance.
- (b) The recipient of said contract shall have a continuing duty to report any violations of this Ordinance that may occur during the negotiation, proposal process or duration of a contract's performance. The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Trenton, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

SECTION 4 – RETURN OF EXCESS CONTRIBUTIONS

A recipient of a contract for professional services may cure a violation of Section 1 of this Ordinance, if, within 30 days after the general election which follows the date of the contribution, the contract recipient notifies the municipality in writing and seeks and receives reimbursement of the contribution from the recipient of such excess contribution.

SECTION 5 – EXEMPTIONS

The contribution limitations prior to entering into a contract in Section 1(a) do not apply to contracts which (i) are awarded to the lowest responsible bidder after public advertising for bids and bidding therefor within the meaning of N.J.S.A. 40A:11-4, or (ii) are awarded in the case of emergency under N.J.S.A. 40A:11-6. There is no exemption for contracts awarded pursuant to a "Fair and Open Process" under N.J.S.A. 19:44A-20 *et seq.*

SECTION 6 – PENALTY

- (a) It shall be a material breach of the terms of a City of Trenton agreement or contract for professional services when a recipient of such agreement or contract has: (i) made or solicited a contribution in violation of this Ordinance; (ii) knowingly concealed or misrepresented a contribution given or received; (iii) made or solicited contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) made or solicited any contribution on the condition or with the agreement that it will be re-contributed to a candidate or joint candidates committee of any candidate for elective municipal office in Trenton or any Trenton or Mercer County political party committee, or any PAC; (v) engaged or employed a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the professional business entity itself, would subject that entity to the restrictions of this Ordinance; (vi) funded contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engaged in any exchange of contributions to circumvent the intent of this Ordinance; or (viii) directly or indirectly, through or by any other person or means, done any act which if done directly would subject that entity to the restrictions of this Ordinance.
- (b) Furthermore, any professional business entity that violates Section 6 (a) ii-viii shall be disqualified from eligibility for future City of Trenton contracts for a period of four calendar years from the date of the violation.

SECTION 7 – SEVERABILITY

If any provision of this Ordinance, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby, and to this extent the provisions of this Ordinance are severable. The drafters of this Ordinance, the persons signing the petition in support of this Ordinance, and the persons who cast votes in favor of the Ordinance, declare that they would have supported the Ordinance and each section, subsection, sentence, clause, phrase, or provision or application thereof, irrespective of the fact that any one or more other sections, subsections, sentences, clauses, phrases, or provisions or applications thereof may be held invalid.

SECTION 8 – REPEALER

All ordinances or parts of ordinances which are inconsistent with any provisions of this Ordinance are hereby repealed as to the extent of such inconsistencies.

SECTION 9 – EFFECTIVE DATE

This Ordinance shall become effective twenty (20) days following the earlier of (a) final adoption thereof by the Municipal Council of the City of Trenton or (b) the date on which the passage of this Ordinance as a public question is certified pursuant to N.J.S.A. 19:20-9 or other applicable law, and shall be published as required by law.

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
 Limited Partnership Limited Liability Corporation Limited Liability Partnership
 Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	(Corporate Seal)

STATE OF NEW JERSEY :
 : ss.
COUNTY OF _____ :

_____, being of full age, duly sworn according to law,
deposes and says:

1. No contribution has been made in violation of Section 1 of the Public Contract Reform Ordinance adopted by the voters of the City of Trenton on November 7, 2006.

(A copy of the ordinance is attached hereto and contributions made prior to November 27, 2006 do not give rise to a violation of the ordinance.)

2. I am familiar with the penalties set forth in Section 6 of the ordinance.

3. The foregoing statements made by me are true to the best of my knowledge and belief.

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

BY: _____

Sworn to and subscribed before me
this _____ day of _____,

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State, Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
CUSTOMIZABLE FORM.**

**CITY OF TRENTON
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Proponent hereby acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	DATED
_____	_____
_____	_____
_____	_____
_____	_____

Acknowledged for: _____
(Name of Proponent)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

**REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
N.J.S.A. 10:5-31et seq., N.J.A.C. 17:27**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L.1975, C.127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report.

OR

3. An Affirmative Action Employee Information Report (Form AA302)

OR

4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency proposal threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE
AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127 (N.J.A.C. 17:27)

The following questions must be answered by all Respondents:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

YES____ NO____

If yes, please submit a copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?

YES____ NO____

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L.1975, c.127 and agrees to furnish the required documentation pursuant to the law.

DATE: _____

COMPANY: _____

SIGNATURE _____

TITLE: _____

Note: A contractor's proposal **must** be rejected as non-responsive if a contractor fails to comply with requirements of P.L. 1975, c.127, within the time frame.

(REVISED 4/10)
EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges,

universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

DATE: _____

COMPANY: _____

SIGNATURE _____

TITLE: _____

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

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 thereto, 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 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 proceedings 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.

DATE: _____

COMPANY: _____

SIGNATURE _____

TITLE: _____

STOCKHOLDER DISCLOSURE CERTIFICATION
(MANDATORY REQUIREMENT)

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

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

_____ Partnership _____ Corporation _____ Sole Proprietorship
_____ Limited Partnership _____ Limited Liability Company _____ Limited Liability Partnership
_____ Subchapter S Corporation _____ Non-Profit Corporation _____ Other _____

**PLEASE CHECK APPROPRIATE STATEMENTS ABOVE AND SIGN BELOW
THIS STATEMENT MUST BE INCLUDED WITH PROPOSAL SUBMISSION.**

Stockholders

Name: _____
Home Address: _____

THIS STATEMENT MUST BE INCLUDED WITH PROPOSAL SUBMISSION

Subscribed and sworn before me
this ____ day of _____, 20__ (Affiant)

(Notary Public)

(Print Name & Title
Affiant)

My Commission expires: _____ (Corporate Seal)

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in
(name of affiant)

_____ in the County of _____
(name of municipality)

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

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

_____ the Proponent making this Proposal
(name of firm)

for the proposal entitled _____, and that I executed the said
(title of proposal)

proposal with full authority to do so that said Proponent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive contracting proposals in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ relies upon the
(name of contracting unit)

truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to
before me this day

_____ 20 .

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____ 20 .

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
OR
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CHAPTER 25

AN ACT concerning public contracts and supplementing various parts of the statutory law.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

C.52:32-55 Findings, declarations relative to certain public contracts.

1. The Legislature finds and declares that:

a. In imposing sanctions on Iran, the United States Congress and the President of the United States have determined that the illicit nuclear activities of Iran, combined with its development of unconventional weapons and ballistic missiles, and its support of international terrorism, represent a serious threat to the security of the United States and its allies around the world.

b. The International Atomic Energy Agency has repeatedly called attention to Iran's unlawful nuclear activities, and as a result, the United Nations Security Council has adopted four rounds of sanctions designed to compel the Government of Iran to cease those activities and comply with its obligations under the Treaty on the Non-Proliferation of Nuclear Weapons, commonly known as the Nuclear Non-Proliferation Treaty.

c. The human rights situation in Iran has steadily deteriorated since the fraudulent elections of 2009, as evidenced by the brutal repression, torture, murder and arbitrary detention of peaceful protestors, dissidents and minorities.

d. On July 1, 2010, President Obama signed into law the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, which expressly authorizes state and local governments to prevent investment in, including prohibiting entry into or renewing contracts with, companies operating in Iran and includes provisions that preclude companies that do business in Iran from contracting with the U.S. Government.

e. It is the intention of the Legislature to implement this authority granted under Section 202 of the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010.

f. There are moral and reputational reasons for state and local governments to not engage in business with foreign companies that have business activities benefiting foreign states, such as Iran, that pursue illegal nuclear programs, support acts of terrorism and commit violations of human rights.

g. Short-term economic profits cannot be a justification to circumvent even in spirit those international sanctions designed to thwart Iran from developing nuclear weapons.

h. The concerns of this Legislature regarding Iran are strictly the result of the actions of the government of Iran and should not be construed as enmity toward the Iranian people.

C.52:32-56 Definitions relative to certain public contracts.

2. As used in this act:

a. "State agency" means any of the principal departments in the Executive Branch of the State government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency which is authorized by law to award public contracts.

b. "Energy sector" of Iran means activities to develop, invest in, explore for, refine, transfer, purchase or sell petroleum, gasoline, or other refined petroleum products, or natural gas, liquefied natural gas resources or nuclear power in Iran.

c. "Financial institution" means the term as used in Section 14 of the Iran Sanctions Act of 1996, Section 14 of Pub.L.104-172 (50 U.S.C. 1701 note).

d. "Iran" means the government of Iran, and includes the territory of Iran and any other territory or marine area, including the exclusive economic zone and continental shelf, over which the government of Iran claims sovereignty, sovereign rights, or jurisdiction, provided that the government of Iran exercises partial or total control over the area or derives a benefit from economic activity in the area pursuant to international arrangements.

e. "Person or entity" means any of the following:

(1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group.

(2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3).

(3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

f. For the purposes of this act, a person engages in investment activities in Iran, if:

the person provides goods or services of \$20,000,000 or more in the energy sector of Iran, including a person 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; or

the person is a financial institution that extends \$20,000,000 or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to subsection b. of section 3 of this act as a person engaging in investment activities in Iran as described in subsection a. of section 3 of this act.

The State Treasurer shall adopt regulations that reduce the amounts provided for in this subsection if the State Treasurer determines that such change is permitted or required under Section 202 of the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010.

C.52:32-57 Certain persons, entities prohibited from bidding on certain public contracts, maintenance of list.

3. a. A person or entity that, at the time of bid or proposal for a new contract or renewal of an existing contract, is identified on a list created pursuant to subsection b. of this section as a person or entity engaging in investment activities in Iran as described in subsection f. of section 2 of this act, shall be ineligible to, and shall not, bid on, submit a proposal for, or enter into or renew, a contract with a State agency for goods or services.

b. Within 90 days of the effective date of this act, the Department of the Treasury shall, using credible information available to the public, develop a list of persons or entities it determines engage in investment activities in Iran as described in subsection f. of section 2.

c. The department shall update the list every 180 days.

d. Before finalizing an initial list pursuant to subsection b. of this section or an updated list pursuant to subsection c. of this section, the department shall do the following before a person or entity is included on the list:

(1) Provide 90 days' written notice of its intent to include the person or entity on the list. The notice shall inform the person or entity that inclusion on the list would make the person or entity ineligible to bid on, submit a proposal for, or enter into or renew, a contract for goods or services with a State agency; and

(2) Provide a person or entity with an opportunity to comment in writing that it is not engaged in investment activities in Iran. If the person or entity demonstrates to the department that the person or entity is not engaged in investment activities in Iran as described in subsection f. of section 2 of this act, the person or entity shall not be included on the list, unless the person or entity is otherwise ineligible to bid on a contract as described in paragraph (3) of subsection a. of section 5 of this act.

(3) The department shall make every effort to avoid erroneously including a person or entity on the list.

C.52:32-58 Certification required.

4. a. A State agency shall require a person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract to certify, at the time the bid is submitted or the contract is renewed, that the person or entity is not identified on a list created pursuant to subsection b. of section 3 of this act as a person or entity engaging in investment activities in Iran described in subsection f. of section 2 of this act.

b. The certification required shall be executed on behalf of the applicable person or entity by an authorized officer or representative of the person or entity.

c. In the event that a person or entity is unable to make the certification required because it or one of its parents, subsidiaries, or affiliates as defined in subsection e. of section 2 of this act has engaged in one or more of the activities specified in subsection f. of section 2 of this act, the person or entity shall provide to the State agency concerned, prior to the deadline for delivery of such certification, a detailed and precise description of such activities, such description to be provided under penalty of perjury.

d. The certifications provided under subsection a. of this section and disclosures provided under subsection c. of this section shall be disclosed to the public.

C.52:32-59 False certification, penalties.

5. a. If the department determines, using credible information available to the public and after providing 90 days' written notice and an opportunity to comment in writing for the person or entity to demonstrate that it is not engaged in investment activities in Iran, that the person or entity has submitted a false certification pursuant to section 4 of this act, and the person or entity fails to demonstrate to the department that the person or entity has ceased its engagement in the investment activities in Iran within 90 days after the determination of a false certification, the following shall apply:

(1) Pursuant to an action under subsection b. of this section, a civil penalty in an amount that is equal to the greater of \$1,000,000 or twice the amount of the contract for which the false certification was made.

(2) Termination of an existing contract with the State agency as deemed appropriate by the State agency.

(3) Ineligibility to bid on a contract for a period of three years from the date of the determination that the person or entity submitted the false certification.

b. The department shall report to the New Jersey Attorney General the name of the person or entity that the State agency determines has submitted a false certification under section 4 of this act, together with its information as to the false certification, and the Attorney General shall determine whether to bring a civil action against the person or entity to collect the penalty described in paragraph (1) of subsection a. of this section.

Only one civil action against the person or entity to collect the penalty described in paragraph (1) of subsection a. of this section may be brought for a false certification on a

contract. A civil action to collect such penalty shall commence within three years from the date the certification is made.

C.52:32-60 Written notice to Attorney General.

6. The Governor shall submit to the Attorney General of the United States a written notice describing this act within 30 days after its effective date.

C.40A:11-2.1 Civil action brought on behalf of local contracting unit.

7. a. A local contracting unit as defined in and subject to the provisions of the "Local Public Contracts Law," P.L.1971, c.198 (C.40A:11-1 et seq.), shall implement and comply with the provisions of P.L.2012, c.25 (C.52:32-55 et al.), except that the contracting unit shall rely on the list developed by the State Department of the Treasury pursuant to section 3 of P.L.2012, c.25 (C.52:32-57).

b. If the local contracting unit determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran pursuant to section 4 of P.L.2012, c.25 (C.52:32-58), the local contracting unit shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59). The local contracting unit may also report to the municipal attorney or county counsel, as appropriate, the name of that person, together with its information as to the false certification, and the municipal attorney or county counsel, as appropriate, may determine to bring such civil action against the person to collect such penalty.

C.18A:18A-49.4 Civil action brought on behalf of board of education.

8. a. A board of education as defined in and subject to the provisions of the "Public School Contracts Law," P.L.1977, c.114 (N.J.S.18A:18A-1 et seq.), shall implement and comply with the provisions of P.L.2012, c.25 (C.52:32-55 et al.), except that the board shall rely on the list developed by the State Department of the Treasury pursuant to section 3 of P.L.2012, c.25 (C.52:32-57).

b. If the board determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the board shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

The board may also report to the board's attorney the name of that person, together with its information as to the false certification, and the board's attorney may determine to bring such civil action against the person to collect such penalty.

C.18A:64A-25.43 Civil action brought on behalf of county college.

9. a. A county college as defined in and subject to the provisions of the "County College Contracts Law," P.L.1982, c.189 (C.18A:64A-25.1 et seq.), shall implement and comply with the provisions of P.L.2012, c.25 (C.52:32-55 et al.), except that the county college shall rely on the list developed by the State Department of the Treasury pursuant to section 3 of P.L.2012, c.25 (C.52:32-57).

b. If the county college determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran pursuant to section 4

of P.L.2012, c.25 (C.52:32-58), the county college shall report to the New Jersey Attorney General the name of that person, and the Attorney General shall determine whether to bring a civil action against the person or entity to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

The county college may also report to the county college attorney the name of that person, together with its information as to the false certification, and the county college attorney may determine to bring such civil action against the person to collect such penalty.

10. This act shall take effect immediately but shall apply to contracts awarded or renewed commencing 30 days after the effective date of this act.

Approved July 30, 2012.

**State of New Jersey Division of Purchase and Property
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Solicitation Number: _____ **Bidder/Offeror:** _____

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 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 bid/renew:

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 Division of Purchase and Property 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 bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	

Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

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.

CONTRACT AWARD

Upon opening proposals, pricing shall remain firm for a period of sixty (60) calendar days. In the event that the award is not made within sixty (60) calendar days, bidders may hold their bid consideration beyond sixty days or until the contract is awarded.

Check here if willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

Check here if not willing to hold the pricing consideration beyond sixty days or until the contract is awarded.

AUTHORIZED SIGNATURE

EMERGENCY SERVICES

In the event of an emergency, Vendor will provide priority service to the City of Trenton.

VENDOR EMERGENCY COMPLIANCE

YES

NO

In the event of an emergency, identify your company procedure for emergency delivery of services should your facility be affected by a critical disruption:

**REQUEST FOR PROPOSALS
FOR
PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
FOR
REHABILITATION OF THE JACKSON STREET BRIDGE
MILL HILL PARK
TRENTON, NEW JERSEY**

APPENDIX

APPENDIX 1: SITE LOCATION MAP AND DIAGRAM

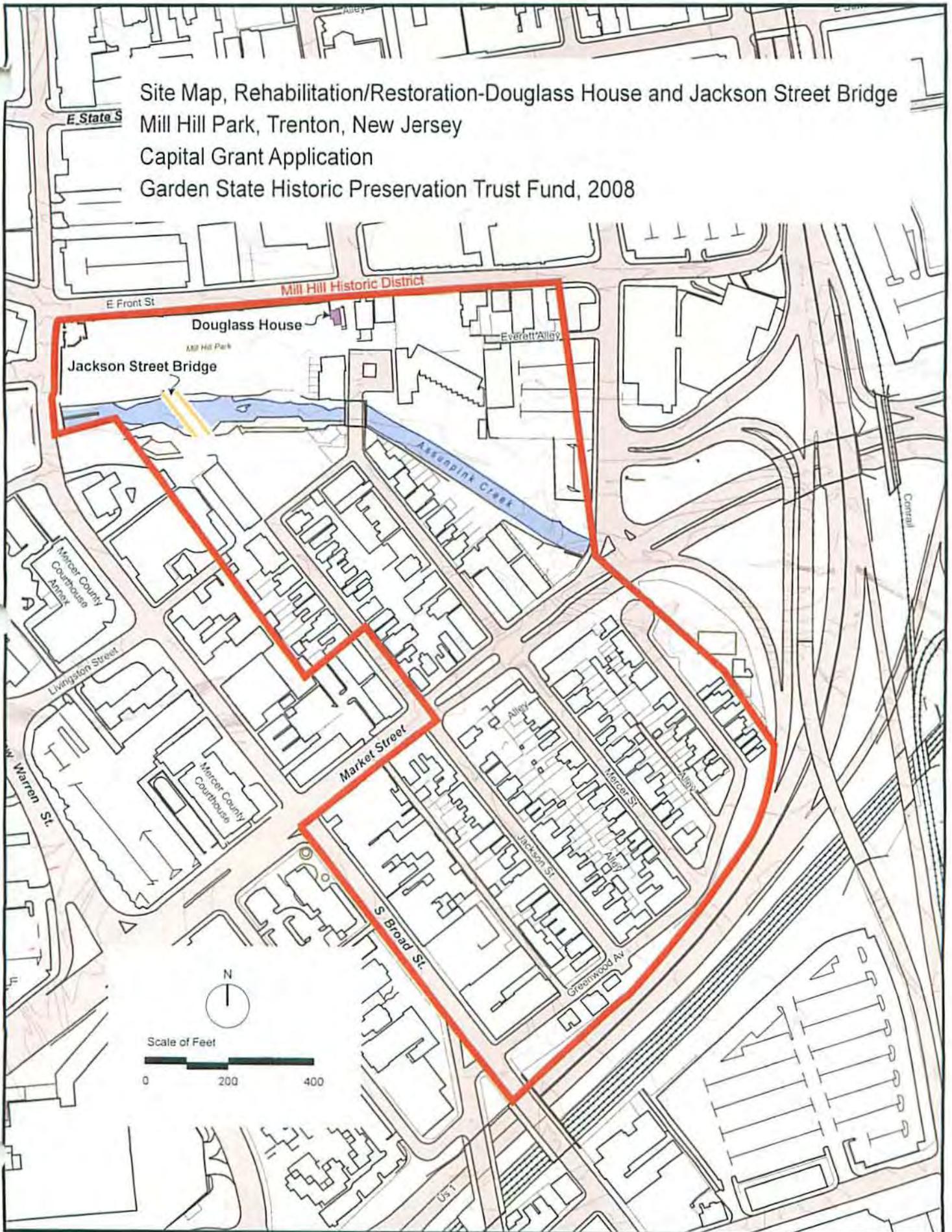
APPENDIX 2: JACKSON STREET BRIDGE DOCUMENTATION

APPENDIX 3: PROJECT SIGN SPECIFICATIONS (NJHT GRANT MANUAL)

APPENDIX 4: NJHT GRANT AGREEMENT – GENERAL TERMS & CONDITIONS

APPENDIX 1
SITE LOCATION MAP AND DIAGRAM

Site Map, Rehabilitation/Restoration-Douglass House and Jackson Street Bridge
Mill Hill Park, Trenton, New Jersey
Capital Grant Application
Garden State Historic Preservation Trust Fund, 2008



APPENDIX 2
JACKSON STREET BRIDGE DOCUMENTATION



USA Environmental Management, Inc.
Environmental • Engineering • Construction

UPPER DARBY, PA
Corporate Office
610-449-9903

PHILADELPHIA, PA
215-755-4475

WASHINGTON, DC
301-445-5850

WILMINGTON, DE
302-793-4982

CERTIFIED MBE

March 26, 2002

Ms. Jean Shadow, Director
The City of Trenton
Department of Natural Resources
319 East State Street
Trenton, NJ 08608

Re: Report of Lead Paint Testing
Mill Hill Park Bridge
USA Project No. 02-02003-05

Dear Ms. Shaddow:

At your request, USA Environmental Management, Inc. collected samples of paint from the Mill Hill Park Bridge for the purpose of analysis for lead content. Mr. James Madden collected paint chip samples from four individual locations of the bridge structure. Mr. Madden maintains current certification from the New Jersey Department of Health and Senior Services as a Lead Inspector / Risk Assessor.

The samples were delivered to EMSL Analytical, Inc. in Westmont, NJ for analysis using Flame Atomic Absorption Spectroscopy. (Method SW 846, 7420). EMSL Analytical, Inc. maintains laboratory accreditation for lead analysis under the American Industrial Hygiene Association (AIHA) Environmental Lead Laboratory approval program.

The result of the analyses indicates that the paint contains a significant quantity of lead (11.0 % to 29.0 % by weight). Copy of the Certificate of Analysis is attached.

As per your original request, USA is currently preparing a cost proposal to provide the Department of Natural Resources with construction design and management services for the removal of lead paint and repainting of the Mill Hill Park Bridge. This proposal will be forwarded to your office shortly.

Please feel free to contact me should you have any questions or require additional information in this regard.

Respectfully,

Robert C. Hasiuk, Program Manager
USA ENVIRONMENTAL MANAGEMENT, INC.
Attachment

Rx. Date/Time

MAR-25-2002(MON) 09:23

8568583899

P. 001

03/25/2002 09:16 8568583899

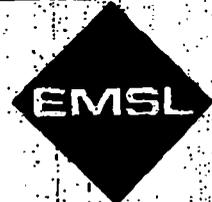
EMSL ANALYTICAL

PAGE 01/02

EMSL Analytical

3 Cooper St., Westmont, NJ 08108

Phone: (856) 858-4800 Fax: 8568589551 Email: 20email



Attn: USA Environmental Management, Inc.
23 South Warren St.
2nd floor
Trenton, NJ 08608

Fax: (800) 656-8103 Phone: 609-856-8101
Project: 02-02003-05/ City of Trenton/Mill Park Bridge

Customer ID: USA50A
Customer PO:
Received: 03/21/02 2:40 PM
EMSL Order: 200202726
EMSL Project ID:

Lead in Paint Chips by Flame AAS (SW 846, 7420)

<i>Client Sample Description</i>	<i>Lab ID</i>	<i>Analyzed</i>	<i>Lead Concentration</i>	<i>Notes</i>
33-032102-01	0001	3/22/02	14.00 % wt	
33-032102-02	0002	3/22/02	11.00 % wt	
33-032102-03	0003	3/25/02	29.00 % wt	
33-032102-04	0004	3/25/02	18.00 % wt	

Reporting limit is 0.01 % wt.

ACCREDITATIONS: AIHA Environmental Lead Laboratory Approval Program # 100184

P.002
 PAGE 02/02
 8568583899
 EMSL ANALYTICAL
 09:23
 MAR-25-2002 (MON)
 09:16
 03/25/2002
 Rx Date/Time

ENVIRONMENTAL MANAGEMENT, INC.
 23 South Warren Street - 2nd Floor, Trenton, New Jersey 08608
 PROJECT NUMBER 02-02003-05
 CLIENT NAME City of Trenton
 SITE Mill Hill Park Bridge, Trenton, NJ
 BUILDING OWNER REP. _____
 PHONE: _____ Fax _____
 FAX ALL RESULTS TO TRENTON @ 609-658-8103

200202720

LEAD SAMPLE/CHAIN OF CUSTODY SHEET

DATE: 03/21/02 PAGE 1 OF 1
 SAMPLER(S) Jun
 ANALYST(S) _____
 Turn Around Time: 48 hr
 Lead Method Analysis: Flame AA POS: 1131-02T

SAMPLE #	TYPE	SAMPLE DESCRIPTION	RESULTS	SAMPLE #	TYPE	SAMPLE DESCRIPTION	RESULTS																																	
53 -030102-01	PC	Vertical Column #2		 <table border="1"> <thead> <tr> <th>SAMPLE #</th> <th>TYPE</th> <th>SAMPLE DESCRIPTION</th> <th>RESULTS</th> </tr> </thead> <tbody> <tr> <td>LAB #</td> <td></td> <td>DESCRIPTION</td> <td></td> </tr> <tr> <td>2720-1</td> <td></td> <td>East Walkway (Red) 7.2 in²</td> <td></td> </tr> <tr> <td>02</td> <td>PC</td> <td>Cross member #1</td> <td></td> </tr> <tr> <td>-2</td> <td></td> <td>East Walkway (Red) 7.2 in²</td> <td></td> </tr> <tr> <td>03</td> <td>PC</td> <td>Angle Support #1</td> <td></td> </tr> <tr> <td>-3</td> <td></td> <td>West Walkway (Red) 7.2 in²</td> <td></td> </tr> <tr> <td>04</td> <td>PC</td> <td>Vertical Column #3</td> <td></td> </tr> <tr> <td>-4</td> <td></td> <td>West Walkway (Red) 7.2 in²</td> <td></td> </tr> </tbody> </table> 	SAMPLE #	TYPE	SAMPLE DESCRIPTION	RESULTS	LAB #		DESCRIPTION		2720-1		East Walkway (Red) 7.2 in ²		02	PC	Cross member #1		-2		East Walkway (Red) 7.2 in ²		03	PC	Angle Support #1		-3		West Walkway (Red) 7.2 in ²		04	PC	Vertical Column #3		-4		West Walkway (Red) 7.2 in ²	
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04	PC	Vertical Column #3																																						
-4		West Walkway (Red) 7.2 in ²																																						

SAMPLE TYPE: (PC) Paint Chips (W) Wipes (A) Aqueous

Analysis Type and Method			
<u>Flame AA</u>	<u>Method</u>	<u>Graphite Furnace</u>	<u>Method</u>
Paint Chips	AOAC 5.009 (974.02)	Drinking Water	EPA 239.2
Soil	SW-846-7420	Soil	SW 846-7421
Air	NIOSH 7082	Air	NIOSH 7105
Wipes	SW-846-7420		

Relinquished By: _____
 Date 3/21/02 Time _____
 Received By: L. Velasco
 Date 2/21/02 Time 2:40 pm

AUG 27 2002



USA Environmental Management, Inc.
Environmental • Engineering • Construction

UPPER DARBY, PA
Corporate Office
610-449-9903

PHILADELPHIA, PA
215-755-4475

WASHINGTON, DC
301-445-5850

WILMINGTON, DE
302-793-4982

CERTIFIED MBE

June 14, 2002

Ms. Jean Shaddow, Director
The City of Trenton
Department of Natural Resources
319 East State Street
Trenton, New Jersey 08608

Re: Inspection of Mill Hill Park Pedestrian Bridge
USA Project No. 02-02003-05

Dear Ms. Shaddow:

In accordance with our agreement, USA Environmental Management, Inc. is pleased to submit our evaluation and recommendations for the referenced structure as a result of our field inspection conducted on May 25, 2002.

The inspection was performed according to generally recognized standards and procedures but it is not implied that all defects were or could have been disclosed by this inspection. Our recommendations and conclusions adhere to State Practices for Inspections and current NJDOT standards.

We trust the attached assessment is the information you requested. If after review you have any questions and/or require additional information, please feel free to contact me.

Respectfully,

SABU CHERUKURI, P.E.
N.J.P.E. License #39983

JOHN T. DUGGAN, JR.
Regional Manager

STRUCTURAL DATA

Year Built: 1888

Name: Mill Hill Park Pedestrian Bridge

Location: Mill Hill Park, South Broad Street, Trenton

Structure Type: The type of bridge is single span, simply supported steel Pratt thru truss on stone masonry abutments

Special Equip. Used: Small ladder

Controlling Ratings: Not Required (No vehicular traffic involved)

Work Done: None

Date of Evaluation: 5-25-2002

Overall Condition: Fair

CONCLUSIONS AND RECOMMENDATIONS

The type of bridge is single span, simply supported steel Pratt thru truss. Timber sidewalk, located at both sides of the deck, is in fair condition. The Structure is in overall fair condition due to the condition of superstructure and substructure

Deck:

The deck is in satisfactory condition. The following concerns were noted: heavy wearing of surface; wide longitudinal full length crack in the center line at the top surface of the deck; severely corroded bridge railing; minor to moderate transverse cracks in the timber sidewalk; and minor vegetation growth at the curb lines.

Superstructure:

The super structure is in poor condition due to inadequate bearing area for west stringer at the west sidewalk, west support; severe corrosion of the bottom flange with 100 % section loss of north floor beam at east end; spalling concrete encasement around the stringers; and moderate corrosion of superstructure.

Substructure:

The stone masonry substructure is in fair condition. The following concerns were noted: noticeable outward rotation of northeast retaining wall; deteriorating or missing joint sealer in approximately 30% of masonry joints; moderate vegetation on wing walls; and minor to moderate accumulation of timber debris at north abutment.

The following areas were not inspected due to the accessibility: The bearings of upper and diagonal members of the truss and the west end of north abutment due to accumulation of debris.

The structural integrity of the bridge is in fair condition. We recommend that following improvements, repairs or rehabilitation be made, in the following order of priority to prevent further deterioration, preserve the structural integrity of the bridge and extend its useful life:

1. Provide adequate support to west stringer at south end with masonry blocks or reinforced concrete (Photo 1).
2. Rebuild bottom flange of north floor beam, east end with angles and plate for proper support.
3. Remove rotated (bulged) northeast retaining (wing) wall and rebuild in kind (Photo 2).
4. Seal masonry joints (Photo 3).

5. Remove the corrosion and paint superstructure and railing (Photo 4). Clean to bare bright metal and recoat with appropriate paint.
6. Remove vegetation from walls and debris from the channel at north abutment (Photos 5 and 6).
7. Seal cracks at the underside of the deck with pressure injected epoxy and patch spalls around the stringers at underneath of the deck with epoxy concrete (Photo 7).
8. Mill and surface deck and approaches with bituminous concrete (Photo 8). And
9. The structure should be inspected periodically.



Photo 1
West Stringer
(Underneath of West Sidewalk)



Photo 2
Rotated Northeast Retaining Wall



Photo 3
Missing Joint sealer at Masonry
Joints



Photo 4
Corrosion of Superstructure



Photo 5
Vegetation on Abutment



Photo 6
Debris at North Abutment



Photo 7
Spalls underneath of the Deck



Photo 8
Bridge Approach



Photo 9
Mill Hill Park Bridge



BANC3, Inc.
Consulting Engineers
www.banc3.com

- Engineers
- Surveyors
- Construction Managers
- Information Technology

300 Alexander Park, Suite 350
Princeton, NJ 08540
609.759.1900 phone
609.919.9022 fax

June 10, 2013

John T. Duggan, Jr., Regional Manager
USA Environmental Management
344 West State Street
Trenton, NJ 08618

Re: Mill Hill Park Pedestrian Bridge Evaluation Report

Dear Mr. Duggan:

The attached report describes structural evaluation of the Mill Hill Park Pedestrian Bridge based on visual observations made during inspection of May 31, 2013.

Overall condition of the bridge is good for use as a pedestrian bridge.

Severe deterioration and spalling of concrete encasement around outer steel stringers has occurred. Further inspection of stringers should be performed after concrete is removed.

Moderate to severe corrosion of steel along bottom flanges of floor beams has occurred. Further inspection and analysis should be performed to determine complete extent of this corrosion and effect on floor beam capacity.

Further inspection of bridge member conditions and bearings on each bridge seat should be performed after removal of debris.

In general, paint on truss members is deteriorated such that members are not protected from water. Consideration should be given to painting the trusses.

Large scale tilting of stone retaining wall adjacent to east end of north abutment has occurred. Periodic monitoring of this wall should be performed to determine if ongoing movement may be occurring.

Please contact me at your convenience to discuss the report or if you require further engineering services.

Jim Ott
Director of Engineering

Introduction

Inspection and structural evaluation of pedestrian bridge was requested by James Ott, PE, Director - Engineering with BANC3 Inc.

Inspection was performed on May 31, 2013 by John F Mann, PE, GE29049.

Basic information about the bridge is from the previous report (2002) and from an original identification plate attached to the bridge (Photo 3).

For this report, longitudinal axis of the bridge is taken to be in the north-south direction. Bridge supports a paved former roadway and two adjacent walkways over Assunpink Creek within Mill Hill Park in downtown Trenton. North end of bridge (Photo 1) is about 300 feet southeast of the intersection of South Broad Street and East Front Street.

Steel through-truss bridge consists of two large main trusses supporting steel floor system that supports a wide paved roadway deck and wood-plank walkway on each side.

It is reasonable to conclude that the large bridge was originally designed as a roadway or railroad bridge.

For this report, truss and deck members that appear to be steel are considered to be steel, which is most likely. However, considering the 1888 date of construction, it is possible that truss members are iron. Investigation of available records might result in a more definitive conclusion about truss-member material.

Inspection Activities

Inspection was performed on the bridge deck and underneath the bridge, along both banks of Assunpink Creek. One assistant was present during inspection.

Limits Of Evaluation

Inspection and evaluation is limited to elements and conditions there were accessible for visual observation only.

Conditions along top of abutments were not inspected due to lack of reasonable access due to obstructions from debris on bridge seats.

Calculations have not been performed for any element unless discussed in the report.

Background Information

Prior to inspection, the June 14, 2002 Inspection Report was reviewed for reference in conducting the May 21, 2013 inspection to use as a baseline for the condition assessment contained in this report.

The June 14, 2002 report includes a list of 9 recommended work items.

Though not specifically stated, orientation of the bridge is the same as used for this Report, with longitudinal axis of the bridge north-south and north end of bridge nearest to East Front Street.

"Overall Condition" is listed as "Fair". Reason for this rating is "due to the condition of the superstructure and substructure".

Condition of superstructure (taken to include trusses and floor system) is reported to be "Poor" as a result of the following defects;

- Lack of adequate bearing at end of one stringer supporting wood walkway
- Severe corrosion at end of one floor beam supported on abutment
- Spalling of concrete encasement around stringers
- "Moderate corrosion of superstructure"

Condition of substructure (foundation elements) is reported to be "fair" as a result of the following conditions;

- "Rotation of northeast retaining wall"
- Deteriorated "joint sealer" in joints between stone of abutments
- "Vegetation" on "wing walls"
- "Accumulation of timber debris at north abutment"

The following defective conditions described are most relevant to this evaluation;

- "Spalling concrete encasement around the stringers"
- "Inadequate bearing area for west stringer at the west sidewalk, west support"
- "Severe corrosion of the bottom flange with 100% section loss of north floor beam at east end"
- "Noticeable outward rotation of northeast retaining wall"

Observations - May 31, 2013

Overall Bridge Configuration

Main trusses are supported on large stone abutments that are skewed with respect to longitudinal axis of bridge (Photos 14, 16).

At each abutment, ends of the two trusses are therefore offset about 18 feet along longitudinal axis of bridge.

Truss spacing is 28'-0" center-to-center. Top chord of trusses are connected with built-up transverse bracing members and small diameter round-bar cross bracing (Photo 2).

Width of each wood-plank walkway on each side of main deck is 11'-0".

Abutments & Retaining Walls; Configuration

Abutments are constructed with large stones approximately 18 inches high and 3 to 4 feet long, with mortared joints.

Mortar is missing in some joints.

North abutment has three large drain pipes extending through the wall (Photo 16). At time of inspection, water was flowing slowly from the center pipe.

South abutment has two large drain pipes extending through the wall (Photo 14).

Bearing seat of south abutment is about 13'-6" above grade along front of abutment.

Trusses; Basic Configuration

Each truss is classified as a Pratt truss with counters.

Configuration of each truss is symmetrical about centerline of the span.

Span length of each truss is about 125'-5" long between bearings.

Each truss is configured with 7 panels, each 17'-11" long. For further discussion, panels are numbered P1 to P7 from north to south.

Triangular panels P1 and P7 are formed by the sloping top chord, vertical web and horizontal bottom chord. Rectangular Panels P2 to P6 are formed by horizontal top and bottom chords, and by vertical web on each side.

Height of truss above deck surface is estimated to be 15 feet.

At each end, top chord is sloped down to the bearing.

Four interior verticals are box-shapes, assembled from 2 built-up steel channels connected by short flat angled "lattice" bars (Photo 5). Each channel consists of 2 steel angles and steel plate. Components are connected with rivets.

Center panel (P4) includes two sloped webs that cross. Each web (designated Web A) consists of 2 square bars (1-1/2" x 1-1/2") with turnbuckles.

Panels P3 and P5 include 2 sloped webs that cross. Web A slopes down toward end of truss. Web B, sloping up towards end of truss, consists of 2 flat bars (4" x 1").

Panels P2 and P6 include Web B, sloping up towards end of truss.

Bottom chord consists of 2 square bars, similar to Web A.

Sloped web members have an eyebar at each end, to fit over round-bar pins.

Sloped top chords (Photo 4) have box-shape configuration similar to vertical web members. Upper surface is formed with flat plate having width of 15 inches. Total depth of box is 14-3/4 inches. Thickness of all components is 3/8-inch.

Configuration of horizontal top chord was not inspected closely. However, configuration appears to be the same as sloped top chords.

Deck Configuration

Main deck (between trusses) consists of concrete, supported on steel stringers spanning between transverse steel floor beams.

Seven (7) floor beams are hung from main trusses. Each end of the 5 interior floor beams extends out past truss to support the walkway. Two floor beams extend out past truss on one side, due to the bridge skew with respect to abutments.

Floor beams are built-up plate girders having an I-beam shape. At each end, bottom flange of floor beam slopes upward.

Between floor beams, the deck is supported on 8 steel stringers (Photos 13 - 16) that are encased in concrete except for bottom flange (Photos 17 - 22). Ends of stringers are supported on steel angles connected to floor beam web (Photos 20, 23). Any direct connection between stringer and floor beam web is covered by concrete.

Bottom flanges of deck stringers are generally in good condition, although some corrosion has occurred.

Stringers are configured into two groups of four on each side of bridge centerline.

Floor beams are hung from main trusses with a short U-shaped round-bar hanger around a large round bar (pin), at bottom end of vertical web members (Photo 23). Sloped web member and bottom chord are also connected to this pin.

Walkways & Railings - Configuration

Each walkway on each side of bridge is formed with wood planks (11-1/2" x 2-1/2") on 4 steel I-beam stringers that span between floor beams.

Planks are connected to longitudinal boards, against underside of stringer flanges, with washer plates and connectors that are apparently lag screws.

Railing along outer edge of each walkway consists of steel components; vertical angle-posts, three horizontal angle-rails and sloped flat-bar members filling space between rails (Photos 10, 12). Posts are braced with sloped angle-brace members at each floor beam (Photo 11) and at brackets connected to stringer (Photo 12).

Steel Trusses - Condition

In general, truss members are in good condition even though paint is severely deteriorated. There is not much visible corrosion of truss members.

Deck - Condition

Asphalt surface of deck is generally in good condition (Photos 2, 7). Small amount of vegetation is in cracks (Photo 8).

Some moderate to severe corrosion of floor beams has occurred along bottom flanges where water collects.

The following defective conditions were observed;

- ➡ Extensive, severe deterioration and spalling of concrete encasement along outer faces of the outermost steel stringer on each side, for entire length of bridge (Photos 17, 18, 19).
- ➡ Intermittent deterioration and spalling of concrete encasement around interior stringers, primarily near north end of bridge (Photos 21, 22).

Walkways & Railings - Condition

Wood walkway planks are generally in very good condition.

Steel stringers are in good condition.

One small area of decayed wood was seen on east side (Photo 9).

Railings are generally in good condition.

- For railing along east side, base of one brace member is completely broken away near center of bridge.

Abutments & Retaining Walls - Condition

Stone abutments are generally in good condition.

- Stone retaining wall on east side of north abutment may be on verge of collapse.

Evaluation Of Existing Conditions

Discussion in this section addresses conditions observed during the May 31, 2013 inspection.

Abutments & Retaining Walls

Large-scale tilt of retaining wall to east of north abutment most likely been caused by excessive lateral pressure from water in soil behind the wall. Flooding during recent storms may have caused saturation of soil.

Although tilted condition may not be as severe as it looks, a conservative approach is warranted.

Steel Trusses

To accurately determine capacity of trusses, detailed rating calculations would have to be performed, based on detailed measurements of all truss members.

However, considering size of trusses and relatively good condition of members, it is reasonable to conclude that capacity of trusses is more than adequate to support heavy pedestrian loading and weight of one or two small trucks.

Deck

As is typical for bridge decks, water leaking through the deck surface has caused deterioration of concrete and corrosion of steel members.

Concrete between stringers is generally in good condition. There are no obvious major cracks.

Floor beams are in good to fair condition. However, corrosion of bottom flanges has reduced original capacity.

Connections of floor beams to trusses are in good condition.

Concrete encasement along outer stringers is severely deteriorated. This concrete may be trapping water that is corroding steel stringers.

- ➔ Outer steel stringers may be severely corroded due to long-term penetration of water behind concrete.

Water flowing through drain openings along edges of deck (Photo 9) is the primary cause for severe deterioration of concrete around outer stringers. General exposure to rain is a contributing factor.

Interior stringers are likely in fair to good condition. However, some severe corrosion may have occurred where concrete is severely deteriorated near north end of bridge.

Support angles under ends of stringers are generally in good condition.

Walkways & Railings

In general, walkways are in good condition.

Remedial work is required where base of one brace is broken away. One rotting walkway board should be replaced or repaired (Photo 9).

Comparison With June 14, 2002 Report

Deteriorated concrete encasement around stringers has increased compared to conditions described in the June 14, 202 Report.

Movement of the retaining wall east of the north abutment has likely increased, based on comparison with Photos in the June 14, 2002 Report, however there were no measurements taken in 2002 for comparison.

Support for south end of outer ("west") stringer supporting walkway on west side could not be clearly seen due to debris (Photo 12). However, there was no obvious evidence of any major problem with support for this stringer.

East end of floor beam at north abutment was not closely inspected due to lack of access.

Conclusions

Analysis of observed conditions results in the following key conclusions;

1. Based on visual observations, overall condition of bridge is good for use as a pedestrian bridge.
2. Major corrosion of outer steel deck stringers may have occurred. Further inspection is warranted to determine conditions.

3. Retaining wall to east of north abutment may be on verge of collapse. Further evaluation is warranted.
4. Further inspection of bridge member condition on each bridge seat is warranted.

Recommendations

The following actions should be taken;

1. Remove deteriorated concrete from selected outer stringers to allow for detailed steel inspection.
2. Remove deteriorated concrete from selected interior stringers near north end of bridge to allow for inspection.
3. Perform detailed steel inspection of selected floor beams to determine extent of corrosion of bottom flanges.
4. Perform inspection of bridge members and bearings on each bridge seat, after removal of debris.
5. After analysis of results from further inspections, develop repair details as may be required. Make any required repairs.
6. Repair broken railing brace on east side.
7. Repair small retaining wall at north end
8. Develop long-term plan for painting trusses and exposed steel deck members.
9. Perform engineering evaluation of retaining wall to east of north abutment.

See budget cost estimate at end of report.

Photos



Photo 1

Looking towards north end of bridge

Truss 1 is the main truss at east (upstream) side. Truss 2 is main truss at west (Downstream) side.



Photo 2

At north end of bridge, looking along main truss at east side (Truss 1)



Photo 3
Identification plate on sloped top chord at north end of Truss 2(west side)



Photo 4
Lower part of sloped top chord at north end of Truss 2



Photo 5

At center of main walkway, looking towards north end of Truss 2



Photo 6

Joint at high end of sloped top chord at north end of Truss 1



Photo 7
Truss web members extending down through wood deck



Photo 8
Drain slot at edge of paved central deck



Photo 9
Rotting at inside end of walkway deck board



Photo 10
Railing along wood walkway



Photo 11

Railing brace with welded base connection at floor beam



Photo 12

Top of south abutment at west side of ridge

Support for stringer could not be seen clearly.
Railing brace connected to bracket connected to stringer.



Photo 13

On north bank of waterway, looking south along west (downstream) edge of bridge deck



Photo 14

On north bank of waterway, looking south along east (upstream) edge of bridge deck



Photo 15

On south bank of waterway, looking north along east (upstream) side of bridge deck



Photo 16

On south bank of waterway, looking north along west (downstream) side of bridge deck



Photo 17

On south bank of waterway, looking up at underside of bridge deck along east (upstream) side

Severe deterioration of concrete encasement along east face of stringer under east edge of pavement.



Photo 18

Close-up of conditions shown in Photo 17

Green moss on deteriorated concrete.



Photo 19

Looking up towards bearing of Truss 2 on south abutment

West end of floor beam is supported on abutment.



Photo 20

At south abutment, looking up at underside of concrete deck and concrete encasement along sides of steel stringers



Photo 21

On north bank of waterway, looking at underside of bridge deck

Deterioration of concrete around interior stringers.



Delaminated concrete on
verge of falling off

Photo 22

Bridge deck near north abutment

Deteriorated concrete around interior stringers.



Photo 23

Connection of floor beam to truss vertical

Floor beams are hung from main trusses.



Photo 24

North end of Truss 2 bearing on north abutment

Concrete has been installed to partially encase bearing. Bottom chord bars extend into concrete.



Photo 25

On north bank of waterway, in front of north abutment, looking east towards retaining wall that is tilted towards waterway



Photo 26

Small retaining wall at east end of north abutment is severely deteriorated

APPENDIX 3
PROJECT SIGN SPECIFICATIONS (NJHT GRANT MANUAL)

PROJECT SIGN SPECIFICATIONS

Project Sign

The New Jersey Historic Trust requires that construction grant recipients prominently display a project identification sign at the project site. This sign must acknowledge Trust involvement, see Garden State Historic Preservation Trust Fund Grants Program rules, N.J.A.C. 15:34-5.1 (a)

Project Signs must be constructed and erected at the beginning of the project and maintained until the final grant payment has been received. The Trust requests that the sign be erected as soon as possible after the signing of the grant agreement, whether actual work has commenced or not. *Grant recipients are required to submit a photograph of the project sign with the first performance report and/or reimbursement request.*

Credit shall be given to the Trust in all printed materials, releases and announcements of the grantee. The Trust logo shall be used by the grantee in publicizing programs.

Minimum dimensions: Project sign must be at least 6'-0" long by 3'-4" high and made of 3/4" medium density overlay (MDO) plywood. Increase dimensions as necessary to indicate consultants, contractors and supplemental information as desired. Secure the project sign with two 4" by 4" pressure treated wood posts set 3'-0" deep into the ground. Project sign must be prominently displayed so that the text is readily visible to the public.

Colors: Pantone 202 (burgundy) or close equivalent; 294 (blue) or close equivalent; white background.

Project sign expense: Grantee can include costs for the preparation and erection of the project sign when included in the approved project budget. The costs of maintaining and replacing the project sign are not eligible for funding.

See next page for a sample layout.

Digital copies of the project sign specifications and Trust logo are included on the CD. The digital versions can be provided to a sign maker and used when publicizing the project.

6'0" or larger

Project Name (from Grant Agreement)

This Historic Site is Being

PRESERVED

with a Matching Grant through the

Garden State Historic Preservation Trust Fund



Department of Community Affairs
State of New Jersey

3'4"

APPENDIX 4
NJHT GRANT AGREEMENT – GENERAL TERMS & CONDITIONS

GENERAL TERMS AND CONDITIONS

II. Compliance with Existing Laws and Policies

The Grantee, in order to induce the New Jersey Historic Trust, hereafter "The Trust", to award this Grant Agreement, agrees in the performance of this Grant Agreement to comply with all federal, state, and municipal laws, rules, regulations and written policies generally applicable to the activities in which Grantee is engaged in the performance of this Grant Agreement, regardless by whom specific activities are performed. Failure to comply with these laws, rules, regulations or policies is grounds for termination of this agreement. Laws, rules, regulations, and policies include, but are not limited to, the following:

- A. The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., is made a part of this Grant Agreement for grantees who are government agencies. The Grantee's signature on the proposal is its guarantee that neither it nor any subcontractors it employs to perform the work covered by this proposal in a public works project are listed or are on record in the Office of the Commissioner, Department of Labor, as one who has failed to pay prevailing wages in accordance with the provisions of this Act.
- B. The New Jersey Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., is made a part of this Grant Agreement for grantees who are government agencies. The Grantee's signature on the proposal is its guarantee that all subcontractors it employs to perform the work covered by this proposal in a public works project are registered pursuant to the Act with the Division of Wage and Hour Compliance within the Department of Labor.
- C. The New Jersey State Contracts Law, N.J.S.A. 52:32-1 et seq., is made part of this agreement; and the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. is made a part of this agreement for grantees who are government agencies.
- D. The New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5.31 et seq., and N.J.A.C. 17:27-1.1 et seq., are made part of this Grant Agreement. In addition the Grantee agrees to comply with the requirements of Section XX, "Nondiscrimination and Affirmative Action," of this Grant Agreement.
- E. The New Jersey Charitable Registration and Investigation Act, N.J.S.A. 45:17A-18 et seq. is made part of this Grant Agreement for grantees other than government agencies. Fundraising activities performed by nonprofit organizations or their consultants are subject to the provisions of this Act. Grantees must be either registered with the New Jersey Attorney General as a charitable organization or in receipt of an exemption letter from the New Jersey Department of Law and Public Safety, Division of Consumer Affairs.
- F. The New Jersey State Treasury Circular Letter 93-05, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, is hereby incorporated by reference as part of this agreement.
- G. The New Jersey State Treasury's Single Audit Policy Guide for Non-Profit Subrecipients and Independent Auditors is hereby incorporated by reference as part of this agreement.
- H. The following documents issued by the United States and the State of New Jersey are incorporated by reference as standards and procedures used by the Trust with respect to this grant and the work funded by the Trust more particularly described in Attachment D-1 and made part of this agreement:
 - OMB Circulars A-21, A-87, and A-122 (Cost Principles: Educational Institutions; State and Local Governments; Non-Profit Organizations, respectively)
 - OMB Circulars A-102 and A-110 (Uniform Administrative Requirements for Grants in Aid and Other Agreements: State and Local Governments; Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, respectively)

- OMB Circulars A-128 and A-133 (Audits: State and Local Governments; Institutions and Other Non-Profit Institutions, respectively)
- 40 CFR 31 (Common Rule)
- Directory of Generally Applicable Requirements and Administrative Management Standards for Federal Assistance
- Compliance Supplement for Single Audits of State and Local Governments (Compliance Supplement Revised)
- Garden State Preservation Trust Fund Historic Preservation Grant Program Rules: N.J.A.C. 15:34
- *Secretary of the Interior's Standards for the Treatment of Historic Properties*
- New Jersey Register of Historic Places Act: N.J.S.A. 13:1B-15.128 et seq.

III. Insurance

The Grantee must maintain in force for the term of this Grant Agreement the following minimum types and levels of coverage. These coverages are to be maintained either through insurance policies from insurance companies licensed to do business in the State of New Jersey or through formal, fully funded self-insurance programs authorized by law and acceptable to the Trust. Unless current documentation is already on file with the Trust, the Grantee must submit certificates of insurance and/or documentation of self-insurance to the Trust. No payments may be made under this Grant Agreement until acceptable documentation of insurance coverage is received. Each certificate must certify that coverage is not to be canceled for any reason except after 30 days written notice to the Trust. Each certificate shall also name the New Jersey Historic Trust and Trust employees, as well as the State of New Jersey and State employees, as additional insured to the fullest possible extent of the coverage. The minimum required coverages are:

1. Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which must not be circumscribed by any endorsements limiting the breadth of the coverage. The policy must include an endorsement for contractual liability and must include the State of New Jersey as an additional insured. The policy must also include an endorsement for products liability. Limits of liability must not be less than \$500,000 per person and \$1 million per occurrence for personal injury liability and \$250,000 per occurrence for property damage liability.
2. Comprehensive Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of \$500,000 per person and \$1 million per occurrence for property damage liability.
3. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employer's Liability insurance with a limit of not less than \$100,000.

IV. Indemnification

The Grantee is to keep, save, and hold the New Jersey Historic Trust and the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with this grant which results from any acts or omissions, including negligence or malpractice, of any of Grantee's officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Grantee. The Grantee's liability under this agreement continues after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

V. Assignments and Subcontracts

- A. All consultants, contractors and subcontractors who perform work under the provisions of this proposal are subcontractors to the Grantee. As a condition of the Trust's approval of a subcontractor and prior to any payments by the Trust for subcontracted work, the Grantee must secure from the subcontractor and submit to the Trust an executed copy of the "subcontractor certification," Attachment F. Subcontractor certification is not required for work funded by this grant which was contracted prior to the execution of this contract.
- B. All consultants, contractors, and subcontractors must be approved in advance by the Trust to ensure that they are acceptable and qualified.
1. Advance approval is intended to ensure that consultants, contractors, and subcontractors are qualified and will be able to complete the work in the time permitted and for the amount budgeted.
 2. Advance approval must be secured before contracts are executed and before all competing bids are rejected. The Trust requires the Grantee to prequalify contractors prior to the solicitation of bids. The Grantee must submit qualifications of consultants, contractors, and subcontractors (e.g. resumes, references, examples of previous work on historic properties). The Trust will provide written notification if any consultant, contractor, or subcontractor is not acceptable.
 3. For grantees who are government agencies, all bid packages for work subject to reimbursement under the provisions of this grant must be awarded in compliance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. The Grantee must solicit statements of qualifications from all interested contractors by issuing a Request for Qualification (RFQ) that has been approved in advance by the Trust and NJ Department of Community Affairs (DCA), Bureau of Local Government services. Specific standards or contractor qualifications are set forth in Attachment D-1 of this Grant Agreement. Only contractors who meet the criteria set forth in the RFQ and are approved by the Trust and DCA will be eligible to receive bid documents.
 4. **Grants over \$100,000:** For grantees other than government agencies, all bids for work subject to reimbursement under the provisions of this grant, the Grantee must solicit statements of qualifications according to the procedures set forth in the Trust Grant Administration Manual. Specific standards for contractor qualifications are set forth in Attachment D-1 of this Grant Agreement. For all bid packages equal to or greater than \$100,000 in cost, the Grantee must advertise in print media to solicit statements of qualifications from all interested contractors by issuing a Request for Qualification (RFQ) that has been approved in advance by the Trust. Only contractors who meet the criteria set forth in the RFQ and are approved by the Trust will be eligible to receive bid documents. For bid packages less than \$100,000 in cost, the Grantee must submit statements of qualifications for review and approval by the Trust prior to awarding contracts.
- C. A written contract is required for all consultants, contractors, and subcontractors performing grant-assisted work.
- D. The Grantee must be responsible for compliance by all subcontractors with the terms, conditions and requirements of this Grant Agreement.
- E. The Grantee must be responsible for any claims arising out of any subcontract and, as a condition of any subcontract, the subcontractor must hold the State harmless from any claims by the subcontractor or third parties which may arise under this Grant Agreement.

VI. Availability of Funds

- A. The parties agree that continuation of funding under this Grant Agreement is expressly dependent upon availability to the Trust of funds appropriated by the State Legislature. The Trust cannot be held liable for any breach of this agreement because of the absence of these funds.
- B. The parties understand that this grant is fully or partly funded as designated in Attachment A, Section X of this Grant Agreement.

VII. Method of Payment

- A. Payment under this agreement will be made subsequent to submission by the Grantee of complete financial and performance reports, and all invoices, bills and other documents necessary to justify the payment. To receive payment, Grantee must certify and execute a request for reimbursement form and a State of New Jersey payment voucher.
- B. Progress payments are to be made on a periodic basis as prescribed in Attachment A, Section IV.B. of this agreement. Such payments shall be processed only upon receipt of the required financial and narrative reports described in Section IX of the Contract, Financial and Performance Reporting. Payments are to be made in the form of reimbursement of documented expenditures as indicated in Attachment A.
- C. If Attachment A so provides, a sum of this grant will be withheld from grant payments pending receipt of the required final reports described in Section XIII of the contract, Grant Closeout Procedures.
- D. The Trust may withhold payment of any costs disallowed by the Trust as improperly incurred under the terms, conditions and/or Scope of Work of this agreement.

VIII. Financial Management System

- A. The Grantee's Chief Financial Officer, as designated in Section I of this contract, is responsible for maintaining an adequate financial management system. The Chief Financial Officer must notify the Trust when the Grantee cannot comply with the requirements established in this section.
- B. Grantee financial management system must provide for:
 - 1. Accurate, current, and complete disclosure of the financial results of each program or contract.
 - 2. Records that adequately identify the source and application of funds for Trust-supported activities. These records must contain information pertaining to the disposition of all Trust assistance received for the project, as well as any other grants, contributions, gifts or donations for the project.
 - 3. Effective internal and accounting controls over all funds, property, and other assets. The Grantee must safeguard all assets and assure that they are used solely for authorized purposes.
 - 4. Submission of periodic financial reports detailing authorized expenditures to date and supported by appropriate documentation.
 - 5. Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal OMB Circulars A-102 and A-110, 40 CFR 31 (common rule), whichever would be applicable under federal law.

- C. If required by Attachment A, the Trust may require the submission of a statement of adequacy of the Accounting System.
- D. The Trust may review the adequacy of the financial management system of any applicant for financial assistance as part of its pre-award review or at any time subsequent to any award to the applicant. If the Trust determines that the Grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the contract may be required by the Trust upon written notice to the Grantee and until the system meets with Trust approval.

IX. Financial and Performance Reporting

- A. The agreement budget is the approved financial plan to carry out the purpose of the contract, as contained in Attachment B. The budget is to be itemized to disclose specifically the tasks and/or program activities to be funded.
- B. The Grantee must submit Performance Reports, including a completed copy of Attachment C Performance Report Form, comparing actual expenditures with the approved budget. These reports must be submitted on a periodic basis as prescribed in Attachment A of this contract and must be certified by the Grantee's Chief Financial Officer.
- C. The Grantee must submit performance reports, as specified in Attachment C, on an interim basis as prescribed by the Trust in Attachment A, section V of this contract. Performance Reports are to present information for each program function or activity involved.
- D. The Grantee must submit a Final Report on the overall performance of the project, as prescribed in Attachment A, section V.
- E. Extensions of reporting due dates may be granted upon written request to the Trust.
- F. If reports are not submitted as required, the Trust may, at its discretion, suspend payments under this or any other Grant Agreement entered into between the Trust and the Grantee.
- G. If the Grantee has a history of unsatisfactory performance and/or the Grantee does not submit satisfactory reports, the Trust may require additional and more detailed reports from the Grantee.

X. Monitoring of Program Performance

- A. The Grantee must monitor continuously the performance under this agreement to assure that time schedules are being met, projected work by time periods is being accomplished, and other performance goals are being achieved as applicable and as defined in Scope of Work, Attachment D-1.
- B. The Grantee must inform the Trust of the following types of conditions which affect program objectives and performance as soon as they become known:
 - 1. Problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work by established time periods. Each disclosure is to be accompanied by a statement of the action taken, or contemplated, and any Trust assistance needed to resolve the situation.
 - 2. Favorable developments or events which enable time schedules and goals to be met sooner than anticipated.
- C. The Trust may, at its discretion, make site visits to:
 - 1. Review project accomplishments and management control systems.

2. Audit the grant during implementation of the agreement.
 3. Provide such technical assistance as may be required.
 4. Gather or request grantee to supply information or documentation on the project for public information purposes.
- D. The Grantee will give the Trust advance notice of any job site meeting or other meeting relevant to the defined Scope of Work. Trust staff may attend any such meeting. The Grantee is to be given advance notice if the Trust chooses to attend any such meeting.
1. The Grantee must provide schedules of future meetings in all Reports, if different from schedule specified in the Grant Agreement.
 2. Meetings with the project team and Grantee may also be scheduled by the Trust as necessary.
- E. Job site meeting minutes are to be prepared by the architect or other consultant and submitted for review by the Trust within ten working days of a meeting.
1. The Grantee must provide copies of minutes to Trust and all parties present at the meeting. At a minimum, the minutes must contain: a list of persons attending the meeting; clear, concise notes summarizing agenda topic discussions, decisions and actions; task responsibilities resulting from the meeting; and the date of the next meeting.
 2. If attended by Trust staff, oral notification (followed by a memorandum of record) of any discrepancies in the minutes will be provided, or the minutes will stand as submitted.
- F. If the Grantee is not performing satisfactorily, the Trust may require remedial measures deemed necessary to fulfill the program requirements of the agreement, including requiring the Grantee to obtain additional Trust approvals before proceeding, and/or requiring the Grantee to obtain outside technical or managerial assistance.

XI. Audit Requirements (CAPITAL Grants over \$100,000)

- A. Under the A-133, revised federal Single Audit Act of 1984, P.L. 98-502, and federal OMB Circulars A-128, A-110 and A-102, 40 CFR 31 (common rule), whichever is applicable under federal law, any grant to a local government funded by the federal government is subject to the "single-audit" provisions of the Act. Pursuant to State Treasury Circular's 93-05 OMB, and 04-04 OMB the State of New Jersey has adopted by reference the standards and provisions of the federal Single Audit Act and the federal OMB Circulars. Any recipients expending a total of \$500,000 or more in federal and/or State financial assistance in a recipient's fiscal year must have an annual organization-wide audit performed in accordance with the revised Single Audit Act, OMB Circular No. A-133, and State policy. Recipients who expend less than \$500,000 but \$100,000 or more in State and/or Federal assistance in the recipient's fiscal year must have either a financial audit performed in accordance with the Government Accounting Office (GAO) Yellow Book Audit or a program specific audit performed in accordance with the revised Single Audit Act and OMB Circular No. A-133 Revised, Section 235.
- B. As indicated in Attachment A, Section I, the Grantee must comply with the "single-audit" requirements of the federal Act and OMB Circulars under the following conditions:
1. This agreement is supported by federal or State grant funds; and
 2. The Grantee is a local government as defined by the Act and conducts an annual "single-audit" under the Act; and

3. Under criteria established in the Act, this Grant Agreement is governed by the "single-audit" provisions of the Act.
- C. As indicated in Attachment A, Section I, if this agreement is not subject to the "single-audit" requirement, the agreement is subject to other State audit requirements. Any agreement which is a continuation of work under an agreement previously performed and audited may be audited at the discretion of the Trust within three years of the grant's expiration. Any such audit must be made in accordance with generally accepted auditing standards including federal General Accounting Office Standards for Audit of Government Organizations, Programs and Functions.
 - D. Any "single-audit" required will be on an organization-wide basis.
 - E. Any "single-audit" required is to include:
 1. Compliance testing for all major State grant and major State Aid programs, consistent with the definition of "major" programs in the Act;
 2. Compliance testing of at least 50 percent of the Grantee's total expenditures under State grants and State Aid Programs;
 3. Auditor's comments as to the Grantee's compliance with the material terms and conditions of State Grant Agreements, State Aid Programs and applicable statutes and regulations; and
 4. A schedule showing the State grants and State Aid received by the Grantee, including for each grant or aid:
 - (a) State Grantor Department
 - (b) Program Title
 - (c) State Account Number
 - (d) Program Amount
 - (e) Total Disbursements
 - F. Where a "single-audit" or other audit under this agreement indicates any noncompliance by the Grantee with the material terms and conditions of this Grant Agreement, the Grantee must take immediate corrective action as required under this agreement by Section XII (Project Revision and Modification), Section XIV (Termination and Suspension), or as otherwise required by the Trust. As a result of an audit, recommendations must be made as to whether any costs incurred by the Grantee are to be disallowed as beyond the scope or the purpose of this agreement, excessive or otherwise impermissible. The Trust retains the right to recover any disallowed expenditures and the Grantee must return to the Trust any disallowed expenditures no later than 30 days from the date of any request by the Trust.
 - G. In any case, whether or not this agreement is subject to a "single-audit", this agreement is, at the discretion of the Trust, subject to audits by the Trust to monitor performance during implementation of the agreement and subject to a follow-up compliance audit which may build upon the "single-audit" or other audit which may be required under this agreement.
 - H. To substantiate project funding drawdowns, financial records including all documents to support entries on records must be kept and made available for an audit. Projects will be audited for the following:
 1. To determine whether the management controls exercised by the Grantee through its management, procurement, and property control system are adequate to provide assurance that costs claimed are reasonable, allowable, and allocable to the sponsored project under the grant terms and conditions, State procurement regulations and Garden State Historic Preservation Trust Fund Rules and Regulations.

2. To review operations and report any non-compliance with applicable grant conditions, State procurement regulations, or Garden State Historic Preservation Trust Fund Rules and Regulations; to provide recommendations based upon the review to bring the matter into compliance.
 3. To determine whether the costs claimed under the Garden State Historic Preservation Trust Fund Rules and Regulations are allowable and allocable to the sponsored project.
- I. Any adjustment to the final payment for the project will be based upon the findings of the project audit.
 - J. Copies of all audit reports involving this agreement must be sent to the New Jersey Department of Community Affairs, Division of Administration and the Trust.

XII. Project Revision and Modification

- A. The Grantee must make written application to the Trust for approval of all proposed major changes to the funded work's scope, schedule or budget.
 1. Major changes are defined as:
 - a. Any change which alters the scope of the funded project as described in Attachment D-1, Section II, constitutes a major change.
 - b. Any change which delays the work period schedule specified in the Grant Agreement, Attachment D-1, Section III, by more than ninety days constitutes a major change.
 2. The Grantee must submit a completed Application for Major Change at least twenty working days prior to the proposed change. The Trust will review and comment on the application within 20 working days. The Trust will issue all approvals for major changes in writing to the Grantee. Unapproved changes could result in the cancellation of the entire Trust grant allocation for the project.
- B. The Trust may request changes in the Scope of Work to be performed by the Grantee. Such changes, including any increase or decrease in the amount of the project budget, which are mutually agreed upon between the Trust and the Grantee, must be incorporated in formal written amendments to this agreement.
- C. The Trust may reduce the grant budget and the Scope of Work of this agreement if:
 1. The Trust notifies the Grantee that the Grantee is making program expenditures and/or progress at a rate which, in the judgment of the Trust, will result in substantial failure to expend the grant amount or fulfill the purposes of the grant; and
 2. After consultation, the Grantee is unable to develop to the satisfaction of the Trust a plan to rectify its low level of program expenditures or progress; and
 3. The Trust, upon thirty days notice to the Grantee, reduces the grant amount so that the revised grant amount fairly projects program expenditures and progress over the agreement period. This reduction must take into account the Grantee's fixed costs.

XIII. Grant Closeout Procedures

The closeout of a grant is the process by which the Trust determines that all applicable administrative actions and all work required under the Grant Agreement has been completed by the Grantee. This process includes the following:

1. The Grantee will submit a final report as provided in Attachment A, Section V. The Trust may permit extensions when requested in writing by the Grantee.
2. Five percent of the total amount of the grant shall be retained by the Trust until the final report on the project has been accepted.
3. The Trust retains the right to request any additional information necessary to close out the Grant Agreement.
4. The Trust may require that an audit of the project be undertaken by an independent certified accountant

XIV. Termination, Suspension and Expiration

A. The following definitions apply for the purposes of this Section:

1. **Termination** - The termination of this Grant Agreement means the cancellation of assistance under an agreement at any time prior to the Work Period Expiration date. Work should stop unless the Grantee wants to continue at its own expense and is not otherwise required by the Trust to stop for good cause.

If the Grantee has not begun work by the second anniversary of the effective date of the appropriation for the grant funds, the Trust may terminate this Grant Agreement. The date of the second anniversary and commencement requirements are as defined in Attachment D-1, item IV of this agreement.

If the grantee fails to submit financial and narrative reports for two successive reporting periods as required in Section IX (Financial and Performance Reporting) and stipulated in Attachment D-1, item IV, the Trust may terminate the grant.

2. **Suspension** - The suspension of this Grant Agreement means a temporary cessation of Trust support or assistance pending corrective action by Grantee or pending a decision to terminate the agreement by the Trust. Work should stop unless the Grantee wants to continue at its own expense and is not otherwise required by the Trust to stop for good cause.
 3. **Work Period Expiration** - The expiration of the work period of this agreement is the automatic deadline when all work must be complete in order to be eligible for Trust support or assistance absent a formal written amendment to this agreement executed by both parties. All allowable project costs must be expended by the Work Period Expiration Date. The Trust will not reimburse any project-related costs expended beyond the Work Period Expiration Date. Only work items identified in Attachment D-1 and contracted for prior to the date the work period ends will be eligible for reimbursement.
 4. **Agreement Expiration** - The expiration of the agreement is an automatic deadline absent a formal written amendment to this agreement executed by both parties. The expiration date of this agreement shall be the *first* anniversary of the Work Period Expiration Date, as specified in Section I (General Terms and Conditions). All requests for reimbursable work must be submitted to and approved by the Trust, and the project must be closed-out, by the Agreement Period Expiration Date. The Trust will not reimburse any project-related costs reported beyond the Agreement Period Expiration Date.
- B. When the Grantee fails to comply with the stipulations or conditions contained in this agreement, the Trust may upon notice to the Grantee, suspend the Grant Agreement and withhold further payments; prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee; or decide to terminate the grant in accordance with paragraph C of this section. The Trust may allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension provided that they meet the provisions of

federal OMB Circulars A-102 and A-110, 40 CFR 31 (common rule), whichever would be applicable under federal law.

- C. When the Grantee fails to comply with stipulations or conditions contained in this agreement, the Trust may terminate the grant. The Trust must promptly notify the Grantee, in writing, of the determination with reasons for the termination. Termination becomes effective 30 days after the grantee is notified of termination except when the grantee comes into compliance with all stipulations and conditions of this agreement by the end of the 30th day. If termination is effected by the Trust, an equitable adjustment in the price and payments provided for by this agreement will be made, to reflect payments made to the Grantee prior to the termination; costs reasonably incurred by the Grantee for commitments made prior to the termination which were not made in anticipation of termination and cannot be cancelled; and any costs to the Trust resulting from default by the Grantee. The Grantee shall submit any claims along with supporting documents for reimbursement for work contracted under the Grant Agreement within 120 days after the effective date of termination.
- D. The Trust and the Grantee may terminate the Grant Agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions including the effective date and in case of partial terminations, the portion to be terminated. The Grantee must not incur new obligations for the terminated portions after the effective date, and must cancel as many outstanding obligations as possible.
- E. The Grant Closeout Procedures in Section XIII of this agreement apply in all cases of termination of the grant.
- F. If this Grant Agreement is terminated, the Trust may make the grantee ineligible for future assistance.

XV. Access to Records

- A. The Grantee agrees to make available to the Trust, or any federal agency whose funds are expended in the course of this agreement, or any of their duly authorized representatives, pertinent accounting records, books, documents, papers as may be necessary to monitor and audit Grantee operations.
- B. All visitations, inspections, and audits, including visits and requests for documentation in discharge of the Trust's responsibilities, as a general rule provide for prior notice when reasonable and practical; however, the Trust retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- C. The Trust reserves the right to have access to records of any subcontractor and requires the Grantee to provide the Trust access to such records in any contract with the subcontractor.
- D. The Trust reserves the right to have access to all work papers produced in connection with audits made by the Grantee or by independent Certified Public Accountants or licensed public accountants hired by the Grantee to perform such audits.

XVI. Record Retention

- A. Financial records, supporting documents, statistical records, and all other records in the Grantee's financial management system or otherwise pertinent to the agreement must be retained for a period of three years from the expiration of the grant with the following qualification: if any litigation, claim, or audit is started before the expiration of the 3-year period, the records are to be retained until all litigation, claims, or audit findings involving the records have been resolved, or three years from grant expiration, whichever is later.
- B. The retention period starts from the date of submission of the final expenditure and performance report.
- C. The Trust may request transfer of certain records to its custody from the Grantee when it determines that the records possess long-term retention value and will make arrangements with the Grantee to retain any records that are continually needed for joint use.

XVII. Authorizations and Approvals

- A. Unless specifically stated otherwise, wherever this agreement requires the written approval or authorization of the Trust, that approval or authorization must be given in writing by the New Jersey Historic Trust Chairman, Executive Director or their designee.
- B. For grantees who are government agencies, the Grantee must submit with this agreement:
 - 1. a copy of an ordinance or resolution (Attachment E) duly enacted by the governing body of that municipality or county and authorizing this grant;
 - 2. a statement of adequacy of accounting system (Attachment E, Section A) signed by the governing body's chief financial officer;
 - 3. certificates of insurance coverage listed in Attachment A, Section VI.

The Trust cannot make any payments until such documentation is received.

- C. For non-government grantees who are corporations, the Grantee must submit with this agreement:
 - 1. a copy of the corporate resolution authorizing this agreement;
 - 2. a statement of adequacy of accounting system (Attachment E, Section B) signed by the organization's accountant;
 - 3. certificates of insurance coverage listed in Attachment A, Section VI.
 - 4. an executed and recorded easement agreement or executed and recorded amendment to an existing easement agreement.

The Trust cannot make any payments until such documentation is received.

- D. In addition, all Grantees who are grantors in existing easement agreements with the Trust must be up to date in insurance and reporting requirements under the terms of the easement agreements. The Trust cannot make any payments until such obligations are met.
- E. If the Grantee is a corporation incorporated outside of New Jersey, the Grantee must, as a condition of payment, obtain a Certificate of Authority to do business in New Jersey from the Secretary of State and file a copy of that certificate with the Trust's Contract Officer for this Grant Agreement.
- F. If the Grantee is neither a government agency nor a corporation, and if the Grantee has neither a residence nor a place of business in New Jersey, then the Grantee, by executing this grant, irrevocably appoints the Attorney General of the State of New Jersey, to receive process in any civil action which may arise out of this grant. Within ten days of receipt of any such process, the Secretary shall transmit it by certified mail to the Grantee.

- G. If the grantee is a governmental agency, or a non-profit corporation where the subject property is owned by a governmental agency, the Trust shall not require an easement, as otherwise provided in P.L. 1999, Chapter 152, Section 41.b(4), but the Trust shall be entitled to reimbursement for all grant monies provided to the grantee for the subject property, in the event that work funded by the Trust, in accordance with this agreement, is destroyed, removed, or altered in such a manner as to violate the Secretary of the Interior's Standards for the Treatment of Historic Properties. Full reimbursement shall be required for a period of 30 years beginning from the date this grant agreement expires.

Grantee agrees to provide written notification to the Trust sixty (60) days prior to taking any action that would result in the destruction, removal, or alteration of work funded by the Trust.

XVIII. Interest on Disallowed Costs

Where the Grantee has been reimbursed by the Trust for costs which are subsequently disallowed by the Trust, the Grantee must return the funds to the Trust no later than 30 days from request. Where the Grantee fails to return the funds and/or appeals the disallowed costs, an interest charge as indicated in Attachment A shall be charged on the funds beginning 30 days from the date the Grantee was notified of the debt. If the Grantee is successful on final appeal, the accrued interest will be canceled.

XIX. Governing Law

All questions and claims between the Grantee and the Trust arising out of this Grant Agreement must be submitted to the Trust and resolved by the Trust according to the laws of the State of New Jersey governing this Grant Agreement.

XX. Nondiscrimination and Affirmative Action

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

- A. The Grantee, and its contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. The Grantee 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 or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee 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;
- B. The Grantee and its contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the grantee, state that all qualified applicants will receive consideration for employment without regards to age, race, creed, color, national origin, ancestry, marital status or sex;
- C. The Grantee and its 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 Grantee's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Grantee and its contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- E. The Grantee and its contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).
- F. IN ADDITION, AS TO THE PROCUREMENT OF GOODS, SERVICES AND PROFESSIONAL SERVICES:**
1. The Grantee and its contractor or subcontractor agree to attempt in good faith to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127 as amended and supplemented from time to time.
 2. The Grantee and its contractor or subcontractor agree to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, they do not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that each of them will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
 3. The Grantee and its contractor or subcontractor agree to revise any of their testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
 4. The Grantee and its contractor or subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- G. IN ADDITION, AS TO ITS CONSTRUCTION CONTRACTS THE GRANTEE AGREES:**
1. When scheduling workers in each construction trade, the Grantee and its contractor or subcontractor agree to attempt in good faith to employ minority and female 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 Affirmative Action Office may, in its discretion, exempt a Grantee and its Contractor or Subcontractor from compliance with the good faith procedures prescribed by 1, 2 and 3 below, as long as the Affirmative Action Office is satisfied that the Grantee and contractor are scheduling workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3, promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. The Grantee and its contractor or subcontractor agree that a good faith effort shall include compliance with the following procedures:
 - (a) If the Grantor or its contractor or subcontractor, as applicable, has a referral agreement or arrangement with a union for construction trade, the Grantee or its contractor or subcontractor, as applicable, shall, within three days of the contract award, seek

assurances from the union that it will cooperate with the Grantee and its contractor or subcontractor as it fulfills its affirmative action obligations under this Grant and in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as supplemented and amended from time to time. If the Grantee and its contractor or subcontractor are unable to obtain said assurances from the construction trade union at least five days prior to the commencement of construction work, the Grantee and its contractor or subcontractor agree to attempt to hire minority and female workers directly, consistent with the applicable employment goal. If the Grantee's or its 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 female workers consistent with the applicable employment goal, the Grantee and its contractor or subcontractor agree to be prepared to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under 2 below; and the Grantee and its contractor or subcontractor further agree to take said action immediately if it determines or is so notified by the Affirmative Action Office that the union is not referring minority and female workers consistent with the applicable employment goal.

2. If the 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 G.1 above, or if the Grantee or its contractor do not have a referral agreement or arrangement with a union for a construction trade, the Grantee and its contractor or subcontractor agree to take the following actions consistent with the applicable county employment goals:
 - (a) To notify the Public Agency Compliance Officer, Affirmative Action Office, and at least one approved minority referral organization of its manpower needs, and request referral of minority and female workers;
 - (b) To notify any minority and female workers who have been listed with it as awaiting available vacancies;
 - (c) Prior to commencement of work, to request the local construction trade union, if the Grantee or its contractor or subcontractor have a referral agreement with a union for the construction trade, to refer minority and female workers to fill job openings;
 - (d) To leave standing requests for additional referral to minority and female workers with the local construction trade union, if the Grantee or its contractor or subcontractor have a referral agreement or arrangement with a union for 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;
 - (e) 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 female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the contractor on any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 1975, c. 127;
 - (f) To adhere to the following procedure when minority and females workers apply or are referred to the Grantee, its contractor or subcontractor:
 - (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the Grantee or its contractor or subcontractor shall determine the qualifications of such individuals and if the Grantee's or its contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a Grantee or

its contractor or subcontractor shall determine that the individual at least possesses the skills and experience classification determination which may have been made by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided further, that, if necessary, the Grantee and its contractor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these rules. All of these requirements, however, are limited by the provisions of 3 below.

- (ii) If the Grantee's or its contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration, in the event the Grantee's or its contractor's or subcontractor's, workforce is no longer consistent with the applicable employment goal.
- (iii) If, for any reason, the Grantee or its contractor or subcontractor determines that a minority individual or a female is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Grantee, its contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the Affirmative Action Office.

(g) 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 Affirmative Action Office and submitted promptly to that office upon request.

3. The Grantee and its contractor or subcontractor agree that nothing contained in 2 above shall preclude the Grantee, its contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or 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: provided, however, that where the practices of a union apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the Grantee and its contractor or subcontractor shall consider for employment persons referred pursuant to 2 above without regard to such agreement or arrangement; provided further, however, that the Grantee and its contractor or subcontractor shall not be required to employ female and minority advanced trainees and trainees in numbers which result in the employment of advanced 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 Grantee and its contractor or subcontractor agree that, in implementing the procedures of 2 above, it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.
4. The Grantee agrees to complete an Initial Project Manning Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form at time of award of this Grant and submit a copy of the Monthly Project Manning Report once a month thereafter for the duration of this Grant to the Affirmative Action Office and to the Public Agency Compliance Officer. The Grantee agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.

XXI. Notice of Set-Off For State Tax

Be advised that pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its

agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The amount set-off shall not allow for the deduction of any expense or other deductions which might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No request for conference, protest, or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c.52:32-32 et seq.) to the taxpayer shall be stayed.

XXII. Miscellaneous Provisions

A. Performance: The Grantee warrants that it is aware of the work required to be performed under this agreement, that it has the capabilities and credentials required by the agreement and that it will faithfully perform the work and abide by the terms, conditions, schedules, and other requirements of this agreement.

B. Disclaimer of Agency Relationship: The Grantee's status shall be that of an independent principal and not as an agent or employee of the State. Nothing contained in the agreement shall be construed to create, either expressly or by implication the relationship of agency between the State and the Grantee or its subcontractors.

C. Waiver of Breach: The Waiver by either party of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision.

D. Severability: In case any term or provision of this agreement shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of any other term or provision shall in any way be affected by such holding.