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ADDENDUM NO. 2

NJ STATE POLICE BARRACKS BUILDING

February 26, 2024

The Cumberland County Improvement Authority (The Authority) has issued this **Addendum No. 2** for the PROJECT. All bidders must submit the Acknowledgement of Receipt of Addenda form. Failure to submit the Acknowledgement of Receipt of Addenda form is a mandatory cause for the bid to be rejected (N.J.S.A. 40A:11-23.2).

Changes to the Bid Documents:

1. Attachment C9 – Project Labor Agreement (1 page)
2. Exhibit A - AIA Contract Document A101-2017

Page 8, added 9.1.3 (red text)

"All Contractors are placed on notice that the Contractor receiving award for the contract will be required to execute a Project Labor Agreement for the Project as part of contract signing process.

Pursuant to P.L. 2021, c. 301, all Contractors are hereby notified that which this contract is for a public work subject to the provisions at N.J.S.A. 34:11-56.25 et seq., the New Jersey Prevailing Wage Act (PWA), and accordingly, the person or entity who makes the lowest bid for the contract by at least 10 percent under the amount of the next lowest bid shall, prior to award of the contract, be required to certify to the public body on a form prescribed by the Commissioner of the Department (Commissioner) that the prevailing wage rates required by the PWA shall be paid in performing the work under the contract. Further, if this bidder does not provide the certification on the form prescribed by the Commissioner prior to the award of the contract, the Authority shall award the contract to the next lowest responsible and responsive bidder."

PROJECT LABOR AGREEMENT LETTER OF ASSENT

The Cumberland County Improvement Authority is requiring, pursuant to the owner of N.J.S.A. 52:38-1 et seq., that the successful Contractor and all Subcontractors agree to join in a Project Labor Agreement substantially in the form attached as Appendix B to this Specification as a signatory thereto. The Project Labor Agreement will be negotiated by The Cumberland County Improvement Authority with signatory unions and Building Trades Council. The Contractor and all Subcontractors are advised that compliance with the requirements of the Project Labor Agreement is a requirement of the Contract for this project.

Prospective bidders are advised that the Project is subject to a Project Labor Agreement (PLA). The PLA will be binding upon all Contractor and all Subcontractors performing on-site Project work, as defined in Article 3 of the PLA. The PLA can be examined, and copies obtained at the office of the owner by appointment only between 9AM and 4PM.

The undersigned, as the Contractor for in consideration of the award of a Contract to perform work on said Project, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) On behalf of itself and its employees, accepts and agrees to be bound by terms and conditions of the Project Labor Agreement, together with any and all amendments and supplements not existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions, including but not limited to, evidence of compliance with the pre-employment controlled substance testing, will subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained.
- (2) Certified that it has no commitments or agreements, which would preclude its full compliance with the terms and conditions of said Project Labor Agreement.
- (3) Agrees to secure from any Contractor(s) (as identified in said Project Labor Agreement) which is or becomes a Subcontractor(s) (of any tier), a duly executed Letter of Assent in form set forth in Appendix C to the Project Labor Agreement prior to commencement of any work.

NAME OF BIDDER

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINT NAME AND TITLE OF SIGNATORY

DRAFT AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a Stipulated Sum*

AGREEMENT made as of the « » day of « » in the year **2024**
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Cumberland County Improvement Authority
745 Lebanon Road
Millville, New Jersey 08332

and the Contractor:
(Name, legal status, address and other information)

LEAVE THIS BLANK FOR BID

for the following Project:
(Name, location and detailed description)

NJ State Police Barracks Building
Block 183 Lot 14
aka 2007 Highland St,
Port Norris, NJ 08349

The Architect:
(Name, legal status, address and other information)

Design Professional:
Manders Merighi Portadin Farrell
1138 E Chestnut Ave, Building 4
Vineland, NJ 08360

With supporting documents from

Consulting Engineer Services
645 Berlin-Cross Keys Road, Suite 1
Sicklerville, NJ 08081

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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ARTICLE 0 BACKGROUND AND INTENT

§ 0.1 Contractor hereby represents and warrants to Owner that:

§ 0.1.1 Contractor is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the services required and perform its obligations hereunder;

§ 0.1.2 Contractor is able to furnish the services required hereunder and perform all of its obligations hereunder;

§ 0.1.3 Contractor is qualified to do business in the State of New Jersey;

§ 0.1.4 Contractor's execution of this Agreement and its performance is within its duly authorized powers; and

§ 0.1.5 Contractor's duly authorized representative has visited the Project and familiarized himself generally with the local conditions under which the services required hereunder are to be performed.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, including the Project Manual, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[☐] The date of this Agreement.

[☒] A date set forth in a notice to proceed issued by the Owner.

[☐] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

The date of commencement will be fixed in a notice to proceed.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be Three Hundred Sixty Five (365) calendar days measured from the date of commencement of the Work.
See 3.3.1, Below.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[☐] Not later than () calendar days from the date of commencement of the Work.

[☒] By the following date: **«May 1, 2025»**

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **« and 00/100 Dollars »** (\$ **NUMERICAL VALUE**), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
General Allowance	\$125,000.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

1. Liquidated Damages Apply. The Liquidated Damages for failure to achieve Substantial Completion of the Work by the date identified in Section 3.3 are \$500.00 per calendar day for each day, weekends and holidays included, that the Contractor fails to achieve Substantial Completion within the timeframe enumerated in item 3.3.1 above.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

None

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the «30th» day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the «30th» day of the «next» month, subject to Section 5.1.10. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than «thirty» («30») days after the Architect receives the Application for Payment, subject to Section 5.1.10

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.3.1 The parties agree that the invoice date shall be that date that the Owner receives the Contractor's Invoice and all additional items required to be submitted with the invoice under the Agreement.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. The Contractor shall use the AIA Payment Application Form 702 and the Cost Breakdown/Schedule of Values attached hereto as Exhibit "1" or such other form approved by Owner. The Contractor shall be required to obtain the signature of the Architect on the Certification section of Form 702 each month prior to submitting the payment application to the Owner.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing, less retainage of two percent (2%); and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« See Article 9 of the AIA Document -A201-2017 »

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

«N/A»

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

«N/A»

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site. The Owner shall only consider payment for off-site storage in the event that the material is stored at a bonded and licensed facility acceptable to Owner and where the Owner can reasonably visually verify or receive other acceptable verification of the storage of materials. If verification is necessary or required by Owner and/or Architect by a site visit outside of a local site visit for materials and equipment suitably stored off the site in a licensed and bonded facility and to consider payment for these items, Contractor shall pay all costs associated with site visits/review outside of local site visits by Owner and/or Architect.

§ 5.1.10 Payments to the Contractor shall be subject to New Jersey's Prompt Payment Act, N.J.S.A. 2A:30A-1, et seq. (the "Act"). For purposes of the Agreement, the "billing date", as provided for in the Act shall be the date that the Application for Payment is received by the Owner. Any dispute regarding whether a party to this Contract has failed to make payments as required by the Act (and no other matters) may be submitted to mediation.

§ 5.1.10.1 Owner is a public entity that requires a vote in authorization for each periodic payment, final payment and retainage monies. The amount due may be approved and certified at the next scheduled public meeting of the Owner's governing body and paid during the Owner's subsequent payment cycle.

§ 5.1.10.2 The Contractor shall submit such additional paperwork as Owner may reasonably require for Owner's internal billing process.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect, and all of the requirements of Section 9.10 of the A201 for the Project have been met; and
- .3 all government approvals, unconditional certificates of occupancy, inspections and permits have been issued by local, state and federal authorities.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

«Prime Rate as set forth in the Wall Street Journal Money Section.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

1. Throughout this Agreement and the AIA A201-2017 General Conditions, the Owner shall have the right to substitute itself in place of the Architect, wherever the term "Architect" is set forth in the Agreement.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[☒] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[☐] Litigation in a court of competent jurisdiction

[☐] Other (*Specify*)

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Cumberland County Improvement Authority

Attn: Ryan Feaster

745 Lebanon Rd

Millville, NJ 08332

rfeaster@theauthoritynj.com

856-825-3700 x1406

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

LEAVE THIS BLANK FOR BID

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

- .1 Throughout this Agreement and the AIA A201 General Conditions, the Owner shall have the right to substitute itself in place of the Architect, wherever the term "Architect" is set forth in the Agreement.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .3 All Contractors are placed on notice that the Contractor receiving award for the contract will be required to execute a Project Labor Agreement for the Project as part of contract signing process.

Pursuant to P.L. 2021, c. 301, all Contractors are hereby notified that which this contract is for a public work subject to the provisions at N.J.S.A. 34:11-56.25 et seq., the New Jersey Prevailing Wage Act (PWA), and accordingly, the person or entity who makes the lowest bid for the contract by at least 10 percent under the amount of the next lowest bid shall, prior to award of the contract, be required to certify to the public body on a form prescribed by the Commissioner of the Department (Commissioner) that the prevailing wage rates required by the PWA shall be paid in performing the work under the contract. Further, if this bidder does not provide the certification on the form prescribed by the Commissioner prior to the award of the contract, the Authority shall award the contract to the next lowest responsible and responsive bidder.

- .4 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

- .5 Drawings (Drawing List Table of Contents Attached)

Number	Title	Date

- .6 Specifications (Specification Table of Contents Attached)

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[☐] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[« »] The Sustainability Plan:

Title	Date	Pages
N/A		

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

«Contractor's bid or proposal, Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals are expressly part of the Contract Documents»

ARTICLE 10 MISCELLANEOUS

§ 10.1 Any notice provided or required to be given under this Agreement must be in writing and shall be served (and shall be deemed to have been served): (1) by hand delivering a copy thereof to the party being served in person or by commercial courier; (2) by postage prepaid certified mail, return receipt requested; (3) by nationally recognized guaranteed overnight delivery service; (4) by facsimile, evidenced by confirmed receipt, to the person or persons set forth below for each party to this Agreement; or by (5) email, evidenced by confirmed receipt, to the person or persons set forth below for each party to this Agreement:

As to the Owner:

Gerard Velazquez, III
President/CEO
Cumberland County Improvement Authority
745 Lebanon Road
Millville, NJ 08332

As to the Architect:

Building:
Manders Merighi Portadin Farrell
Attn: Ron Portadin
1138 E Chestnut Ave, Building 4
Vineland, NJ 08360
856-696-9155

Site Work:
Consulting Engineer Services
Attn: O. Andrew Simkins
645 Berlin-Cross Keys Road, Suite 1
Sicklerville, NJ 08081
856-228-2200

As to the Contractor:

LEAVE THIS BLANK FOR BID

§ 10.2 If any term, covenant or condition of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term, covenant and condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

§ 10.3 All rights, privileges and remedies afforded to the parties by this Agreement shall be cumulative and not exclusive, and the exercise of any one of such remedies shall not be deemed to be a waiver of any other rights, remedies or privileges provided for herein or available at law or in equity.

§ 10.4 The failure of either party to seek redress for violation, or to insist upon the strict performance, of any covenant,

agreement, provision or condition of this Agreement shall not constitute a waiver thereof and such party shall have all remedies provided for herein or by applicable law with respect to the same or any subsequent act or omission which constitutes such violation or nonperformance.

§ 10.5 The captions appearing in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope and intent of this Agreement or any of the provisions hereof.

§ 10.6 Services provided by the Contractor hereunder shall be performed in a reasonably prompt manner and shall be in accordance with the professional standards applicable to such services on the type of Project contemplated by this Agreement and Contractor shall be responsible for services provided hereunder whether such services are provided directly by Contractor or by any subcontractors or consultants hired by Contractor. The Contractor will perform duties and services and make decisions called for hereunder promptly and without unreasonable delay and will give this Project such priority in its offices as is reasonably necessary to cause the Contractor services hereunder to be timely and properly performed consistent with sound professional practices.

As to

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

«Gerard Velazquez, III, President/CEO »
(Printed name and title)

CONTRACTOR *(Signature)*

«Contractor Name, Title »
(Printed name and title)

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