

AGREEMENT

THIS AGREEMENT made this 12 day of October, 2018, by and between the **SOUTH JERSEY TRANSPORTATION AUTHORITY**, having its principal offices located at Farley Service Plaza, Elwood, New Jersey, hereinafter referred to as "Authority," and **Flanagan's Auto & Truck Service** having its principal offices located at 9035 Collins Avenue, Pennsauken, New Jersey 08110, hereinafter referred to as "Contractor."

W I T N E S S E T H :

WHEREAS, The Authority operates and maintains the Atlantic City Expressway and Atlantic City International Airport and was established and created pursuant to the South Jersey Transportation Authority Act (the Act), N.J.S.A. 27:25A-1 et seq.; and

WHEREAS, the Authority deems it necessary and desirable to obtain **(Heavy duty) Towing and Road Services for the Atlantic City Expressway – Eastern Sector**; and

WHEREAS, Contractor has represented to the Authority that it is competent to provide such services; and

WHEREAS, the Authority advertised for open competitive bids pursuant to N.J.S.A. 27:25A-8; and

WHEREAS, the bid of the Contractor for the item(s) specified on the Bid Form attached hereto as "Exhibit A-1" is incorporated into this Agreement as though set forth verbatim.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings contained herein, and for other good and valuable consideration, the Parties hereto agree as follows:

1. That for and in consideration of the sums listed on the attached Exhibit A-1, Contractor agrees to provide for the Authority, upon request, certain towing and road services,

(namely heavy duty towing services) on the Atlantic City Expressway – Eastern Sector, in accordance with the Contract Documents hereinafter set forth.

2. That for and in consideration of the amount payable under this Agreement by the Authority, the Contractor agrees, at its own proper cost and expense, and with due skill and diligence, that it will perform the aforesaid services in accordance with the Contract Documents and in compliance with this Agreement.

3. Contractor agrees to receive as full compensation the amount stated herein, namely, the sums listed on the attached Exhibit A-1, for the aforesaid. Contractor shall be responsible for all loss or damage arising out of the furnishing of the aforesaid or from any action of the elements; or from any unforeseen obstruction or difficulties which may be encountered of every description connected with the furnishing of the aforesaid.

4. To prevent all disputes and litigation, it is agreed by and between the parties to this Agreement that the Authority shall in all cases determine the services rendered and paid for under this Agreement, and as to the interpretation of the specifications.

5. The Contract Documents shall consist of (1) Notice to Bidders; (2) Bid Specifications; (3) Contractor's Proposal (as accepted); (4) Contract Agreement; (5) All Addenda. (6) Any other written instructions or interpretations given by the Authority, or its representative.

6. The Contractor shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the provision of those services described in the Contract Documents.

7. This Agreement shall commence on October 1, 2018, and expire on September 30, 2023, unless terminated earlier by the Authority, or extended by the Authority in accordance with the Contract Documents.

8. The Authority may reject any Contractor conduct which, in its sole discretion, does not comply with the Contract Documents.

9. Contractor shall be and is hereby deemed an independent contractor, and not an agent or employee of the Authority.

10. The Contractor shall not assign this Agreement, or any money due hereunder, without the prior written approval of the Authority, which approval may be withheld by the Authority at its sole discretion for any reason whatsoever.

11. The Contractor shall, during its performance pursuant to this Agreement, obey and comply with any and all applicable Federal, State and Municipal laws, regulations, and ordinances.

12. Where reference is made in this Agreement to a provision of any of the Contract Documents, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

13. This Agreement shall be governed and construed, and the rights and obligations of the Parties hereto, shall be determined in accordance with the laws of the State of New Jersey.

14. In performance of its duties and obligations under this Agreement, the Contractor **shall not** be entitled to, nor receive, toll free passage on the Atlantic City Expressway.

15. The Contractor shall comply with any and all provisions of New Jersey State Police S.O.P. F-56 (Towing Guidelines) in effect as of the commencement date of this Agreement, and as amended from time to time. The New Jersey State Police S.O.P. F-56 (Towing Guidelines), including any and all attachments or exhibits, be, and the same hereby is, incorporated herein by reference, as though set forth in verbatim. If the New Jersey State Police S.O.P. F-56 requirements

conflict with the requirements of the Authority, the Authority shall then, in its sole discretion, determine the applicable standard for compliance.

16. The maximum allowable rates and charges for services provided under this Agreement shall be as set forth in the rate schedule attached hereto as "Exhibit A-1." Contractor shall not assess rates or charges in excess of the rate schedule on the attached "Exhibit A-1."

17. If it becomes necessary for the Contractor either as principal or by agent or employee to enter upon the premises or property of the Authority in order to construct, erect, inspect, make delivery or remove property hereunder, the Contractor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of happenings or any accidents, injuries damages or hurt to any person or property during the progress of the work herein covered. Contractor shall hold the Authority, its Chairman, commissioners, members, officers and employees harmless from and against all claims, suits, and judgments of every kind and description arising from any damage to or loss of property of the Authority, Contractor, or their respective agents, servants or employees, or any other person, or injury to or death of persons, including agents, servants, or employees of Authority or Contractor, or any other person, arising directly or indirectly from the services provided by this Agreement, except that which is due solely to the fault or negligence of Authority, its agents, servants or employees. The Contractor will carry insurance and will indemnify the Authority, its Chairman, commissioners, members, officers and employees from and against any such claim for loss, damage or injury to property or person arising out of the services covered by this Agreement and the use, misuse or failure of any equipment used by the Contractor or his employees or agents, and shall provide certification of such insurance to the Authority.

18. The contract may be terminated by the Authority or Contractor as provided in the Contract Documents; the work may be suspended by the Authority as provided in the Contract Documents. The contract may be terminated by the Authority for failure to provide services in accordance with the contract. The Authority may also terminate the contract for the Contractor's failure to pay Expressway tolls (or other amounts due) when due and owing, or for any other matter as authorized by law.

19. The contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

20. The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.5(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.5(a). The parties to this contract also agree to incorporate into this contract the mandatory language of section 3.7 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 3.7.

21. The Contractor shall execute the Mandatory Equal Employment Opportunity Language, Exhibit A attached hereto, which shall be incorporated herein by reference.

22. In accordance with Executive Order 151 signed by Governor Jon S. Corzine, it is the policy of the South Jersey Transportation Authority (SJTA) that small businesses (each a "small business enterprise" or "SBE"), as determined and defined by the State of New Jersey, Division of Minority and Women Business Development ("Division") and the New Jersey

Department of the Treasury ("Treasury") in N.J.A.C. 17"14 et seq. or other application regulation, should have the opportunity to participate in SJTA Contracts.

To the extent the Firm engages subcontractors or sub-consultants to perform Services for the SJTA pursuant to this Contract, the Firm must demonstrate to the SJTA's satisfaction that a **good faith effort** was made to utilize subcontractor's and sub-consultants who are **registered with the Division as SBEs**. Furthermore, the Reporting Agency shall be evaluated quarterly by the Division, based on its attainment of the Participation Goals set forth in the State of New Jersey Construction Services Disparity Study (October 2005) and the State of New Jersey Disparity Study of Procurement in Professional Services, Other Services and Goods and Commodities (June, 2005). (These participation goals are set forth below.)

Evidence of a "good faith effort" includes, but is not limited to:

1. The Firm shall request listings of SBEs from the Division (609) 292-2146 and/or the SJTA and attempt to contact same.
2. The Firm shall keep specific records of its efforts, including records of all requests made to the Division, the names of SBEs contacted, and the means and results of such contacts, including without limitation receipts from certified mail and telephone records.
3. The Firm shall actively solicit and shall provide the SJTA with proof of solicitations of SBEs for the provision of Services, including advertisements in general circulation media, professional service publications and small business, minority-owned business or women-owned business focus media.
4. The Firm shall provide evidence of efforts made to identify categories of Services capable of being performed by SBEs.

5. The Firm shall provide all potential subcontractors and sub-consultants that the Firm has contacted pursuant to 2 or 3 above with detailed information regarding the scope of work of the subject contract.

6. The Firm shall provide evidence of efforts made to use the goods and/or services of available community organizations, consultant groups, and local, State, and federal agencies that provide assistance in the recruitment and placement of SBEs.

Furthermore, the Firm shall submit proof of its subcontractors' and/or sub-consultants' SBE registrations on the form attached as Reference Document A, and shall complete such other forms as may be required by the SJTA for State reporting as to participation.

Consistent with the findings of the State of New Jersey Construction Services Disparity Study (October 2005) and the State of New Jersey Disparity Study of Procurement in Professional Services, Other Services, and Goods and Commodities (June 13, 2005), each Reporting Agency should aspire to allocate a portion of its total contracting dollars in accordance with the following goals.

1. Construction Services Contracts/Subcontracts (including new construction and renovations, except routine building maintenance; residential and non-residential building construction; heavy construction, such as streets, roads and bridges; and special trade construction, such as fencing, HVAC, paving and electrical).

State Agencies/Authorities/Commissions

African Americans -- 6.3%

Asian Americans -- 4.34%

2. Professional Services (with the exception of those professional services deemed to be construction-related, all services that are of a professional nature and requiring special licensing, education degrees and/or very highly specialized expertise, including accounting and financial

services, advertising services, laboratory testing services; legal services; management consulting services; technical services and training).

State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 2.47%

Asian Americans -- 1.47%

Hispanics -- 1.1%

Native Americans -- 0.07%

Caucasian Females -- 3.74%

3. Other Services (any service that is labor-intensive and neither professional nor construction-related, including, but not limited to equipment rental; janitorial and maintenance services; landfill services; laundry and dry cleaning; maintenance and repairs; printing; real property services; security services; special department supplies; subsidy, care and support; telecommunications; and temporary help).

State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 1.22%

Asian Americans -- 0.85%

Hispanics -- 0.67%

Native Americans -- 0.05%

Caucasian Females -- 1.96%

4. Goods and Commodities (equipment and consumable items purchased in bulk, or a deliverable product including, but not limited to automobiles and equipment; chemicals and laboratory supplies, construction materials and supplies; equipment parts and supplies; fuels and lubricants; janitorial and

cleaning supplies; office equipment; office supplies; radio equipment; special department supplies; technical supplies; tires and tubes; traffic signals; and uniforms).

State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 2.71%

Asian Americans -- 1.74%

Hispanics -- 1.32%

Native Americans -- 0.10%

Caucasian Females -- 4.45%

South Jersey Transportation Authority Substitution Policy The contractor or consultant must notify and obtain approval from a small or women or minority-owned business subcontractor, sub-consultant, or vendor ("SMWBE contractor") before including that contractor in a bid proposal or similar contract-related submission. The contractor or consultant must notify and obtain authorization from South Jersey Transportation Authority's Public Agency Compliance Officer before it substitutes a SMWBE contractor named in a bid proposal or other contract-related submission; and If the substitution is approved by the Public Agency Compliance Officer, the contractor or consultant shall make a good faith effort to utilize another SMWBE contractor in place of the previous SMWBE contractor.

23. The undersigned does hereby warrant and represent that this Agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of this Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any Authority employee, officer or official.

24. The address given below shall be the address of the representative of the parties to which all notices and reports required by this Agreement shall be sent by mail.

As to the Authority:

Stephen F. Dougherty, Executive Director
SOUTH JERSEY TRANSPORTATION AUTHORITY
P.O. Box 351
Hammonton, NJ 08037

As to the Contractor:

Flanagan's Auto & Truck Service
9035 Collins Avenue
Pennsauken, NJ 08110

25. All material or information which has been paid for upon completion of the project, or termination of the contract, remains the property of the Authority.

26. Contractor shall indemnify and hold harmless the Authority against any and all claims for royalty, patent infringements or suites for information thereon which may be involved in the manufacture or use of the item to be furnished herein.

27. The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 and 10:2-4, dealing with discrimination in employment on public contracts, and the Rules and Regulations promulgated pursuant thereto, are hereby made a part of this Agreement, and are binding upon them.

28. The Contractor shall submit a copy of the Certificate of Employee Information Report, or a copy of letter of Federal approval, or Form AA-302 (Initial Employee Information Report) prior to execution of this Agreement.

29. This Agreement may not be altered, modified or rescinded orally; but any changes agreed upon in writing and executed by both Parties may be incorporated into and become part of this Agreement.

30. Contractor warrants and represents it is qualified by training and experience to perform the required services in the manner and on the terms and conditions set forth in the Contract Documents, and as set forth herein.

31. To the extent the obligations undertaken by the Authority hereunder shall extend beyond the close of the current fiscal year, the performance of the obligations of the Authority are specifically conditioned upon the appropriation of legal and sufficient funds for the purpose of this Agreement in the budget of any subsequent fiscal year.

32. The Authority reserves the right to determine, in its sole discretion, whether or not the Contractor has complied with all the terms and conditions of this Agreement. The Authority may suspend the Contractor, or terminate this Agreement, in accordance with the Contract Documents.

33. The Authority may periodically inspect the Contractor's vehicles and facility to insure continued compliance by the Contractor with the terms of the Contract Documents.

34. This Agreement, together with the Contract Documents, form the contract and they are as fully a part of this Agreement as if hereto attached or herein repeated.

35. The Authority and the Contractor for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

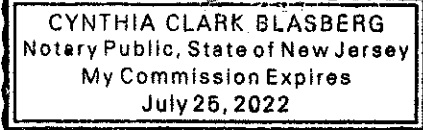
WITNESS & ATTEST:

SOUTH JERSEY TRANSPORTATION
AUTHORITY

Cynthia Blasberg By
CYNTHIA BLASBERG
Board Secretary

Stephen F. Dougherty
STEPHEN F. DOUGHERTY
Executive Director

(Seal)



WITNESS & ATTEST:

[CONTRACTOR]

Arlene C. Papadopoulos By
Secretary

Robert J. Lang
President or Owner

(Seal)

ARLENE C PAPADOPOULOS
NOTARY PUBLIC
NEW JERSEY
Commission Expires 11/21/2022

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 Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

SOUTH JERSEY TRANSPORTATION AUTHORITY
MONTHLY PAYMENT REPORT

COPY OF THIS FORM MUST BE ATTACHED TO EACH PAYMENT
VOUCHER/TASK ORDER

Prime Contractor/Consultant

Award Date: __/__/__

Project Name:

Contract Amount: \$_____

Address:

Total Amt. Due This Invoice \$_____

Phone # ()

Date of Invoice: _____

SUBCONTRACTOR/CONSULTANT INFORMATION

<u>Name</u>	<u>Amt. Due</u>	<u>Status</u>	<u>Ethnicity</u>	<u>FEIN (Tax ID #)</u>
_____	\$ _____	SBE ☐ WBE ☐ MBE ☐ DBE	_____	_____
_____	\$ _____	SBE ☐ WBE ☐ MBE ☐ DBE	_____	_____
_____	\$ _____	SBE ☐ WBE ☐ MBE ☐ DBE	_____	_____
_____	\$ _____	SBE ☐ WBE ☐ MBE ☐ DBE	_____	_____

Is Project Completed? ☐ yes ☐ no

If yes, indicate completion date: _____

Contractor/Consultant Certification

The above information is true and complete to the best of my knowledge and belief. I understand that within 10 days from receipt of payment from South Jersey Transportation Authority for this payment application, the listed subcontractors/consultants are to be paid for the amount indicated above. The Authority reserves the right to confirm payment with the subcontractors/consultants as deemed necessary.

Completed By: _____
Name & Title

Date: _____

Form MPR revised 12/22/09

SJTA Project Manager: Please forward Monthly Payment Report Forms immediately to the Affirmative Action Officer.

Reference Document A

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