



"Protecting Public Health and the Environment"

CONTRACT No. B076A

CONTRACT AND SPECIFICATIONS

for

MAINTENANCE DREDGING

NORTH ARLINGTON SKIMMER VESSEL FACILITY

North Arlington, New Jersey



**BOSWELL ENGINEERING
330 PHILLIPS AVENUE
SOUTH HACKENSACK, NJ 07606**

September 2017

Kevin J. Boswell, P.E.
N.J. Professional Engineer - Lic. No. 32943

PASSAIC VALLEY SEWERAGE COMMISSION
NEWARK, NEW JERSEY

PVSC SKIMMER FACILITY MAINTENANCE DREDGING

CONTRACT NO. B076A

Table of Contents

| <u>SECTION</u> | <u>PAGES</u> |
|--|--|
| <u>DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS</u> | |
| 00010 | Invitation to Bid00010-1 to 00010-2 |
| 00100 | Instructions to Bidders00100-1 to 00100-12 |
| 00200 | Check List for Bidders00200-1 to 00200-2 |
| 00300 | Bid Form.....00300-1 to 00300-6 |
| 00301 | Bid Bond.....00301-1 |
| 00302 | Consent of Surety.....00302-1 |
| 00302A | Surety Disclosure Statement and Certification.....00302A-1 to 00302A-2 |
| 00303 | Bidder's Affidavit.....00303-1 |
| 00304 | Non-Collusion Affidavit.....00304-1 |
| 00305 | Statement of Ownership.....00305-1 to 00305-2 |
| 00306 | Affirmative Action Affidavit00306-1 to 00306-2 |
| 00307 | Acknowledgement of Receipt of Changes to Bid Document Form00307-1 |
| 00308 | Certification of Non-Segregated Facilities00308-1 |
| 00309 | Certification of Bidder's Status.....00309-1 |
| 00400 | Bidder's Qualification Form00400-1 to 00400-4 |
| 00401 | Subcontractor Listing.....00401-1 |
| 00402 | Public Works Contractor Registration00402-1 |
| 00403 | Acknowledgement of Mandatory Equal Employment Opportunity Language00403-1 to 00403-5 |
| 00404 | Certification of Affirmative Action Plan for Contractors and Subcontractors 00404-1 |
| 00405 | American Iron and Steel Certification00405-1 |
| 00406 | Disclosure of Investment Activities in Iran.....00406-1 |
| 00500 | Contract Agreement.....00500-1 to 00500-6 |
| 00600 | Performance and Payment Bonds00600-1 |

| | | |
|-------|-------------------------------------|---------------------|
| 00601 | Maintenance Bond..... | 00601-1 |
| 00602 | Environmental Maintenance Bond..... | 00602-1 to 00602-3 |
| 00700 | General Condition..... | 00700-1 to 00700-62 |
| 00800 | Supplemental Conditions..... | 00800-1 to 00800-33 |

Appendix A

- State Prevailing Wage Rate Determination 120 pages
- Federal Wage Rates..... 7 pages

Appendix B

- List of Debarred Subcontractors and Contractors..... 15 pages

Appendix C

- USACE SECTION 10/404 Permit..... 3 pages
- NJDEP – Waterfront Development Permit..... 6 pages

Appendix D

- PVSC Discharge Permit 7 pages

Appendix E

- TestAmerica Sediment Sample Results..... 14 pages

DIVISION 01 - GENERAL REQUIREMENTS

| | | |
|-------|---|--------------------|
| 01010 | Summary of Work..... | 01010-1 |
| 01020 | Cash Allowance | 01020-1 |
| 01150 | Measurement and Payment | 01150-1 to 01150-3 |
| 01340 | Submittals | 01340-1 to 01340-4 |
| 01500 | Temporary Facilities and Controls | 01500-1 to 01500-5 |
| 01700 | Project Closeout | 01700-1 |

DIVISION 02 – SITE WORK

| | | |
|-------|--|--------------------|
| 02030 | Environmental Protection..... | 02030-1 to 02030-3 |
| 02270 | Soil Erosion and Sediment Control..... | 02270-1 to 02270-4 |
| 02325 | Dredging | 02325-1 to 02325-3 |
| 02500 | Surface Restoration | 02500-1 to 02500-4 |

SECTION 00010

INVITATION TO BID

Notice is hereby given for receiving sealed Proposals by the Passaic Valley Sewerage Commission (PVSC) for:

CONTRACT NO. B076A
MAINTENANCE DREDGING- NORTH ARLINGTON SKIMMER VESSEL FACILITY

Work to be performed under Contract No. B076A includes furnishing all labor, materials, supplies, tools equipment and other facilities required by the Contract Documents for the maintenance dredging at the North Arlington Skimmer Vessel Facility mooring area including the handling, dewatering, transportation and disposal of all removed sediment to a lawfully permitted Upland Disposal Site. PVSC has obtained all required permits for the proposed work.

The Contractor shall have the option of selecting an alternate disposal site in lieu of the permitted and approved Clean Earth of North Jersey facility in Kearny, New Jersey and shall pay all cost associated with the selection and approval by all regulatory agencies for use of the selected alternate site. No additional time will be added to the Contract for the Contractor's selection of an alternate site.

Proposals to be enclosed in opaque sealed envelopes, addressed to the Passaic Valley Sewerage Commission, Purchasing Department, 600 Wilson Avenue, Newark, New Jersey 07105, with name and address of Bidder, Contract Numbers, Contract Name and Bid Opening Date plainly marked outside. Bids will be accepted by mail. They must be sealed and identified as indicated above, enclosed in a mailing envelope with proper postage, and received during the time set for receiving bids. Sealed Bid Proposals shall be received by PVSC's (address above) on October 3, 2017 until 10:00 in the morning, prevailing time for public opening and reading. Bids shall be opened publicly and read aloud after the closing time, 10:00 a.m. All interested parties are invited to attend. The bid opening will take place at PVSC's Administration Building. Bids may be withdrawn or modified prior to the time for the opening of bids or the authorized postponement thereof. No bid may be withdrawn for a period of 60 calendar days after the date of the opening of bids. PVSC reserves the right to reject any and all bids, to waive informalities or irregularities in the bids received and to accept the bid from the lowest responsible bidder as per N.J.S.A. 40A:11. Any award will be made to the lowest responsible bidder.

No bid will be received unless in writing on the forms furnished, and unless accompanied by bid security in the form of a bid bond, cashier's check, or a certified check made payable to the PVSC in an amount equal to 10% of the amount of the total bid, but not exceeding \$20,000, executed by a Surety Company duly authorized to do business in the State of New Jersey. The successful Bidder must furnish a 100 percent construction performance bond, and a 100 percent construction payment bond, a maintenance bond, and an environmental maintenance bond with a surety company acceptable to the Owner. Complete instruction for preparing Bids and a maintenance bond are included in the Bidding Documents.

Work to be performed under Contract No. B076A includes furnishing all labor, materials, supplies, equipment and other facilities required by the Contract Documents for the maintenance dredging of an existing mooring area associated with the North Arlington Skimmer Vessel Facility located in the Borough of North Arlington, Bergen County, New Jersey. Work includes, but not limited to, maintenance dredging and disposal of regulated material.

Copies of the Bidding Documents will be available at the offices of Boswell Engineering, 330 Phillips Avenue South Hackensack, NJ 07606 on the date of this advertisement, during regular business hours, 8:00 a.m. and 5:00 p.m. Contact is Mr. Thomas Fuscaldo, Purchasing Agent, of PVSC (973-817-5702). Cost of complete full-sized Bidding Documents is \$100 per set (non-refundable). If for any reason, the Contract is not awarded, refunds of the Bidding Documents fee will be immediately returned to Bidders when the Bidding Documents are returned in reasonable condition within 90 days of notice that the Contract has not been awarded.

All Bidders and their subcontractors of any tier, shall be registered with the New Jersey Department of Labor and Workforce Development pursuant to the Public Works Contractor Registration Act, P.L. 1999, c238. A copy of the Bidder's registration certificate may be provided with each bid. Certificate must be submitted prior to award of the Contract.

Passaic Valley Sewerage Commission
Gregory A. Tramontozzi, Esq.
Executive Director

SECTION 00100

INSTRUCTIONS TO BIDDERS

1.01 Defined Terms

Terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions and Supplemental General Conditions (Specification Sections 00700 and 00800). The "OWNER" is the Passaic Valley Sewerage Commission. The "ENGINEERS" are identified in the Invitation to Bid. The term "Bidder" means one who submits a bid directly to OWNER, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the Bidder to whom OWNER (on the basis of OWNER'S evaluation) makes an award. The term "Bidding Documents" includes the Contract and Specifications, Contract Drawings and all Addenda issued prior to receipt of Bids.

1.02 Copies of Bidding Documents

- A. Complete sets of the Bidding Documents may be obtained from the ENGINEER as described in the Invitation to Bid. Bidding Documents will be available for examination at the OWNER'S office.
- B. Complete sets of the Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the work and do not confer a license or grant for any other use.

1.03 Qualifications of Bidders

- A. To demonstrate qualifications to perform the Work, each Bidder must submit with his Bid a fully completed Bidder's Qualification Form (Specification Section 00400). Failure to submit a completed Bidder's Qualification Form may lead to rejection of the Bid. The information supplied by the Bidder on the Bidder's Qualification Form will be used to ascertain the Bidder's history, reputation, organization and capacity for satisfactory and faithful performance of their work and work of a similar character and will not otherwise be made public, except as provided by law.
- B. OWNER may make such additional investigation as it deems necessary to determine the qualifications of Bidder to perform the Work and Bidder shall furnish to OWNER all such information and data for this purpose as OWNER may request. OWNER reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the OWNER that such Bidder is properly qualified to carry out the obligations of the Agreement, and to complete the Work contemplated therein. Conditional Bids may not be accepted.

1.04 Examination of Contract Documents and Site

- A. It is the responsibility of each Bidder before submitting a Bid to (a) examine the Bidding Documents thoroughly, (b) consider Federal, State and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (c) study and carefully correlate Bidder's observations with the Bidding Documents, (d) notify ENGINEER of all conflicts, errors or discrepancies in the Bidding Documents.
- B. On request, OWNER will provide each Bidder access to the site to conduct such investigation and tests, as each Bidder deems necessary for submission of Bidder's Bid.
- C. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bidding Documents, that without exception the Bid is premised upon performing and, furnishing the Work required by the Bidding Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Bidding Documents, and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- D. The specifications provide model numbers, styles or other product references available from various dated and current manufacturer's product literature. In the event such model numbers styles or references no longer exist, the CONTRACTOR is to provide the named manufacturer's most current replacement product available at the time of bid and suitable for the intended application, or the equivalent product of an equal manufacturer. Verification will be required that the referenced equipment is no longer available from the manufacturer.

1.05 Interpretations and Addenda

- A. All questions about the meaning or intent of the Bidding Documents are to be directed to ENGINEER in writing. In addition, questions will also be accepted verbally at the prebid meeting. Interpretations or clarifications and replies considered necessary by ENGINEER, in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than ten (10) working days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Verbal and other interpretations or clarifications will be without legal effect.
- B. Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER, and as approved by NJDEP. Notice of revisions or addenda to advertisement or Bid Documents relating to Bids shall, no later than seven (7) working days, prior to the date for acceptance of Bids, be made available by notification in writing by Certified Mail, fax, etc. to any person who has submitted a Bid or who has received the Bidding Documents (N.J.S.A. 40A:11-23). Issued addenda become part of the Contract Documents.

1.06 Bid Security

With his Bid, each Bidder shall deliver a Bid Security as stated in the Invitation to Bid and meeting the requirements of the General Conditions and Supplemental General Conditions (Specification Sections 00700 and 00800). The total Bid (Including Allowances) is the basis for

establishing the amount of Bid Security. The Bid Security shall be payable via a certified or bank cashier's check drawn to the order of PVSC or in the form of a Bid Bond executed by a Surety Company duly authorized to do business in the state of New Jersey. The Bid Security shall be in the amount of the lesser of 10% of the amount of the total bid or \$20,000.

OWNER shall award the contract or reject all Bids within such time as may be specified in the Invitation to Bid, except that the Bids of any Bidders who consent thereto may, at the request of the OWNER, be held for consideration for such longer period as may be agreed. All Bid Security, except the security of the three (3) apparent lowest responsible Bidders, shall be returned unless otherwise required by the Bidder, within ten (10) working days after the opening of the Bids and the Bids and such Bidders shall be considered as withdrawn. Within three (3) working days after the awarding and signing of the contract and the approval of the contractor's Performance Bond, the Bid Security of the remaining unsuccessful Bidders shall be returned to them (N.J.S.A. 40A:11-24).

1.07 Contract Time

The numbers of days within which, or the dates by which, the Work is to be substantially completed (the Contract Time) are set forth in the Contract Documents.

1.08 Damages

Provisions for damages are set forth in the Contract Documents.

It is the responsibility of each Bidder before submitting their bid to familiar themselves with the N.J.S.A. 40A:11-33 (Forfeiture of deposit in certain cases) and 40A:11-34 (Penalties for false statements) regarding the penalties for falsification with submitting their bid.

1.09 Substitutes or "Or Equal" Items

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, applications for such acceptance will not be considered by ENGINEER until after the Effective Date of the Contract. The procedure for submission of any such application by CONTRACTOR and Consideration by ENGINEER is set forth in Article 6 of the General Conditions.

1.10 Subcontractors, Suppliers, and Others

- A. The Bidder shall comply with N.J.S.A. 40A:11-16, as amended by 1999, c. 440 §24, eff. April 17, 2000; 2009, c. 187, § 1, eff. May 1, 2010; 2012, c. 59 § 5, eff. Dec. 1, 2012; 2015, c. 201, § 2, eff. Jan. 11, 2016.
- B. If OWNER or ENGINEER after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid-price. If apparent Successful Bidder declines to make any such substitution, OWNER may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and

organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder.

Bidder shall submit with its Bid the "Subcontractor listing" Form in Specification Section 00401. If requested by N.J.S.A. 40A:11-16, Bidder shall also submit a certificate as provided therein.

1.11 Bid Form

- A. A Bid Form for each Contract is included with the Bidding Documents in Specification Section 00300. All blanks on the applicable Bid Form must be completed in ink or by typewriter.
- B. Attention is directed to the fact that a complete set of Bidding and Contract forms are bound within these Bidding Documents. These forms can be detached.
- C. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- D. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown together with the places of residence for each partner.
- E. Bids by individuals must be executed in the name of individual and shall include his business address and place of residence.
- F. Bids by limited liability companies must be executed in the LLC's name and signed by the managing member, whose title must appear under his signature. The LLC's address and State of formation must be shown below the signature. If a Member other than the managing member of the LLC executes the bid such signature shall be accompanied by evidence of authority to sign.
- G. The Bid constitutes an acknowledgement of receipt of all Addenda, the numbers and dates of which shall be filled in on the Specification Section 00307 Form.
- H. The address, telephone and fax numbers for communications regarding the Bid must be shown.
- I. All names must be typed or printed below the signature, which must be ink to be considered.
- J. A statement of Ownership form and Non-collusion Affidavit must be signed by the Bidder in order for the bid to be considered complete.

1.12 Submission of Bids

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked as instructed in the Invitation to Bid and with the name and address of the Bidder and accompanied by the Bid security and other required

documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "Bid Enclosed" on the face of it.

1.13 Modification and Withdrawal of Bids

- A. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- B. Requests for withdrawal of bids after Bid opening due to clerical error shall be made in accordance with appropriate laws.

1.14 Opening of Bids

Bids will be opened as stated in the Invitation to Bid.

1.15 Bids to Remain Subject to Acceptance

All Bids will remain subject to acceptance for sixty (60) calendar days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

1.16 Rejection of Proposal

Pursuant to law, the OWNER at its discretion may reject any or all Bids or parts thereof only when it has sound documented business reasons which are in the best interest of the OWNER and the project. A Bid Proposal may be rejected if the Bid shows any omission, alterations of form, addition or deductions not called for, conditional or uninvited alternate bids, or irregularities of any kind. However, the OWNER reserves the right to waive any informalities, defects or irregularities in Bid proposals, as per N.J.S.A. 40A:11.

No contract for work shall be awarded to a contractor or subcontractor who is included on the New Jersey State Treasurer's list of debarred, suspended and disqualified bidders. Submission of false, deceptive, or fraudulent statements or information by bidders shall result in bid rejection or, if applicable, revocation of an awarded contract. Additionally, any such bidder will be subject to the criminal and/or civil penalties provided by all applicable state and federal laws.

1.17 Award of Contract

- A. Pursuant to law, the OWNER may reject bids when it has sound, documented business reasons which are in the best interest of the OWNER, as per N.J.S.A. 40A:11. OWNER reserves the right to waive any and all informalities not involving price, time or changes in the Work and to negotiate, to the extent permitted by applicable law contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between works and figures will be resolved in favor of words and any summations or multiplications recalculated.

- B. In evaluating Bids, OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, prices and other data, as may be requested in the Bid Form prior to the Notice of Award.
- C. OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- D. OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.
- E. If the Contract is to be awarded, it will be awarded to the lowest responsible Bidder.

1.18 Contract Security

Article 5 of the General Conditions and the Supplemental General Conditions set forth OWNER'S requirements as to Performance and Payment Bonds (Specification Section 00600). When the Successful Bidder delivers the executed Contract to OWNER, it must be accompanied by the required Performance and Payment Bonds, Insurance, Environmental Maintenance Bond, and Maintenance Bond.

1.19 Signing of Contract

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Contract with all other written Contract Documents attached. Within ten (10) working days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Contract and attached documents to OWNER with the required Bonds. Thereafter OWNER shall deliver one (1) fully signed counterpart to CONTRACTOR.

If Successful Bidder shall fail or neglect to sign and execute the Contract and bonds with ten (10) working days after Notice of Award, such failure or neglect may be deemed to be an abandonment and breach of Contract by the Bidder and shall be just cause for an annulment of the award and action for breach of contract. Upon such abandonment, OWNER shall have the authority to make an award to another Bidder or re-advertise for Bids. In addition, OWNER may exclude Bidder from bidding on subsequent PVSC projects for such a period, as the OWNER may deem appropriate. Further, the Bidder improperly failing to execute the contract shall be liable for all damages incurred, including but not limited to:

- The increased contract price incurred in awarding the contract to another Contractor.
- For an amount for any delay caused in said failure at the liquidated per diem rate for delay damages set forth in the Contract.

- The increased administrative and/or consultant costs incurred as a result of said failure.

It is understood and agreed by said Bidder that, upon notice of said failure, the surety shall pay the OWNER the amount provided for the Proposal Guarantee in accordance with the provisions of the Proposal and the OWNER shall be entitled to collect on any certified checks or Proposal, or Performance and Payment Bonds posted as security for execution.

1.20 Pre-bid Meeting

A pre-bid meeting and tour of the Project Area will be held as stated in the Invitation to Bid. The pre-bid meeting is strongly encouraged, not mandatory. Representatives of OWNER and ENGINEER will be present to receive questions verbally on the Project. No technical questions will be answered at the meeting. ENGINEER will transmit to all prospective Bidders of record such Addenda as ENGINEER considers necessary in response to questions arising at the meeting.

1.21 Sales Tax

The OWNER is exempt from payment of sales tax on all materials to be incorporated into the project. CONTRACTOR shall follow requirements in Article 6 of the General Conditions on sales tax.

1.22 Retainage

Provisions concerning retainage are set forth in the General Conditions and Supplemental General Conditions.

1.23 Nondiscrimination Provisions

Bidders are required to comply with all applicable Federal and State Statutes, Rules and Regulations including but not limited to Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000d-2000D-4A) and the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 through 10:2-4, the New Jersey Law against Discrimination, N.J.S.A. 10:5-1, et seq., and the rules and regulations promulgated pursuant thereto. Bidders must submit with their bid a signed affidavit stating that it shall comply with the affirmative action program (Specification Section 00306).

Successful Bidders shall, submit a list of all subcontractors who will perform work on the project and written signed statements from authorized agents of the labor pools with which they will or may deal for employees on the work, together with supporting information to the effect that said labor pools will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employees seeking employment and performing work under the contract or, a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish same prior to the award of the Contract.

1.24 Collusive Bids

The proposal of any Bidder or Bidders who engage in collusive bidding shall be rejected. Any bidder who submits more than one proposal in such manner as to make it appear that the proposals submitted are on a competitive basis from different parties shall be considered a

collusive bidder. The OWNER may reject the Bid proposals of any collusive Bidder upon Bid opening. However, nothing in this section shall prevent a Bidder from superseding a Bid proposal by a subsequent proposal delivered prior to Bid opening which expressly revokes the previous Bid.

1.25 Wage Determination Rates

The successful bidder will be required to comply with all provisions of prevailing wage rates as determined by the New Jersey Department of Labor and Workforce Development.

The CONTRACTOR's attention is directed to the prevailing wage rates contained in Exhibit 1 and to the applicable provisions of the New Jersey Prevailing Wage Act, Chapter 150, of the Laws of 1963 as amended, governing the prevailing rates of wages for workmen who are employed on this project. All applicable provisions of said Prevailing Wage Act and Amendments thereto shall be considered part of this Contract and made a part hereof. The Contractor shall pay not less than the prevailing wage rate to workers employed in the performance of any contract for the project, in accordance with the rate determined by the Commissioner of New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.25 et seq. OR the United States Secretary of Labor and Workforce Development pursuant to 29 CFR Part 5, whichever is greater. The Contractor shall refer to Exhibit 3 of the Supplemental General Conditions for the requirements of the Davis-Bacon Act.

The Bidder does also declare and represent that in the event of any change of such prevailing rates at any time before the execution and delivery of the Contract between the Bidder and the OWNER for the work of construction of the project, or at any time thereafter, the new rates, if applicable, will become minimum rates for work performed thereafter under said Contract. No increase in the Contract price shall be claimed by the Bidder and no such increase will be granted by the OWNER as a result of such change.

In the event it is found that any employee of the Contractor or any subcontractor covered by the contract, has been paid a rate of wages less than the minimum wage required to be paid by the contract, the Owner may terminate the Contractor's or subcontractor's right to proceed with the work, or such part of the work, as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the local government for any excess costs occasioned thereby.

1.26 Construction Drawings and Specifications Provided by ENGINEER

After the award and prior to signing of the Contract, the OWNER will furnish the successful Bidder with a complete set of conformed drawings "Issued for Construction". After the Contract has been awarded the CONTRACTOR will be furnished with five (5) sets of conformed drawings "Issued for Construction" and five (5) sets of the Specifications. The CONTRACTOR may purchase additional sets at cost.

1.27 Special Legal Requirements

This Contract will be awarded pursuant to the authority of PVSC's authorizing statute N.J.S.A. 58:14-1 et seq. ("Authorizing Statute"). Where the Authorizing Statute is silent, it is PVSC's policy to be guided by the provisions of New Jersey Local Public Contracts Law, N.J.S.A. 40A:11 et seq.

Bidders are required to make the good faith efforts to assure that disadvantaged business enterprises, women's business enterprises and labor surplus area firms are used when possible as specified in 40 CFR part 33.

The Contract is expected to be funded in part with the funds from the New Jersey Department of Environmental Protection and the New Jersey Environmental Infrastructure Trust. Neither the United States nor the State of New Jersey, the New Jersey Environmental Infrastructure Trust, nor any of their departments, agencies, or employees is, or will be, a party to the Contract or any lower tier contract or subcontract. The Contract or Subcontract will be subject to regulations contained in N.J.A.C. 7:22-3.1 et seq., 4.1 et seq., 5.1 et seq., 9.1 et seq. and 10 et seq., Local Public Contracts Law, Department of Labor Current Wage Rate Determination, Prevailing Wage Act, Contract Work Hours and Safety Standard Act, Copland Act, Davis Bacon Act, Buy American Clause, Debarment and Suspension, and Socially and Economically Disadvantaged (SED) (N.A.J.C. 7:22-9).

All bids shall include a commitment to the use of small, minority, women's and labor surplus area businesses and shall be in conformity with N.J.A.C. 7:22-3.17(a)(24) and 7:22-4.17(a) with a goal of not less than 10% participation of small business enterprises owned and controlled by socially and economically disadvantaged individuals (SED's). Further details regarding required SED participation are included in the Information for Bidders and the Supplemental General Conditions.

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

Bidder shall submit with their bid an executed "Two-Year Vendor Certification and Disclosure of Political Contributions" form (a copy of which can be found at http://www.state.nj.us/treasury/purchase/forms/eo134/c51_eo117_cd_02_10_09.pdf) if the Contractor does not have Two-Year Certification at the time of the Bid, as required by Executive Order 117.

1.28 American Goods and Products to be Used where Possible

In accordance with N.J.S.A. 40A:11-18 only manufactured and farm products of the United States, whenever available, will be used in the Work.

1.29 Public Works Contractor Registration

No contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c.150 (C.34:11-56.26), amended 2003, c.91., s.2., unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act. The Bidder may submit a copy of the Certificate of Registration issued by the Commissioner of Labor and Workforce Development with the Bid.

Each contractor shall, after the bid is made and prior to the awarding of the contract, submit to the public entity the certificates of registration for all subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration for the purposes of this section, as required by L.1999,c.238,s.8; amended 2003, c.91., s.4.

1.30 New Jersey Business Registration Requirements

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. Contractor shall submit subcontractors' business registration certificate to the Owner/Engineer prior to executing subcontract with any subcontractor/vendor who knowingly supplies goods or services to a public agency if the value is greater than 15 percent of the Owner's bid threshold.

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.2009, c.315 or subsection e. of section 92 of P.L. 2011, c.19, 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 under a contract with a contracting agency.

1.31 Investment Activities in Iran

In accordance with N.J.S.A. 52:32-58, Bidder shall certify and submit with their bid as set forth therein on a form of Certification promulgated by State of New Jersey Division of Purchase and Property entitled "Disclosure of Investment Activities in Iran". The form of Certification and accompanying list dated January 28, 2013 can be found at http://www.state.nj.us/treasury/purchase/forms/DPA_Form_Packet.pdf (page 6 of 17) and <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>, respectively. **It is the responsibility of Bidder to insure that the most up to date list issued by the Division of Purchase and Property is attached to the Certification submitted with this Bid.**

1.32 New Jersey Office of State Comptroller Records Retention language (N.J.A.C. 17:44-2.2)

The Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. N.J.A.C. 17:44-2.2.

1.33 Americans with Disabilities Act Provisions

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. §12101 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 thereunto, 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, or 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 to 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.

1.34 Notice of Executive Order 125 Requirement for Posting of Winning Proposal and Contract Documents

Pursuant to Executive Order No. 125, signed by Governor Christie on February 8, 2013, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of federal reconstruction resources available to the public by posting such contracts on an appropriate State website. Such contracts are posted on the New Jersey Sandy Transparency website located at:
<http://nj.gov/comptroller/sandytransparency/contracts/sandy/>.

The contract resulting from this Project is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the Project, the winning bidder's proposal and other related contract documents for the above contract on the Sandy Transparency website.

In submitting its proposal, a bidder may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal and/ or factual basis to assert that

such designated portions of its proposal (i) are proprietary and confidential financial or commercial information or trade secrets or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the winning bidder accordingly. The State will not honor any attempt by a winning bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the winning bidder's assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

END OF SECTION

SECTION 00200

CHECK LIST FOR BIDDERS**A.**

| <u>Item</u> | <u>Description of Item</u> | <u>Contract Section</u> | <u>Initial if Completed</u> |
|-------------|---|-------------------------|-----------------------------|
| 1 | Bid Form | 00300 | _____ |
| 2 | Bid Bond or Certified Check (Bid Guarantee Required by N.J.S.A. 40A:11-21) | 00301 | _____ |
| 3 | Consent of Surety (N.J.S.A. 40A:11-22) | 00302 | _____ |
| 4 | Surety Disclosure Statement & Certification | 00302A | _____ |
| 5 | Bidder's Affidavit | 00303 | _____ |
| 6 | Non-Collusion Affidavit | 00304 | _____ |
| 7 | Statement of Ownership (N.J.S.A. 52:25-24.2) | 00305 | _____ |
| 8 | Affirmative Action Affidavit | 00306 | _____ |
| 9 | If applicable, Acknowledgement of Receipt of Notices or Revisions or Addenda Of an Advertisement, Specifications or Changes to Bid Document Form | 00307 | _____ |
| 10 | Certification of Nonsegregated Facilities | 00308 | _____ |
| 11 | Certification of Bidder's Status | 00309 | _____ |
| 12 | Bidder's Qualification Form | 00400 | _____ |
| 13 | Subcontractor Listing (NJSA 40A: 11-16) | 00401 | _____ |
| 14 | Business Registration Certificate (N.J.S.A. 52:32-44) | (00100, paragraph 1.30) | _____ |
| 15 | Executive Order 117 Certification | (00100, paragraph 1.27) | _____ |
| 16 | Public Works Contractor Registration | 00402 | _____ |
| 17 | Certificate of Equal Opportunity | 00403 | _____ |
| 18 | Certification of Affirmative Action Plan Contractors and Subcontractors | 00404 | _____ |
| 19 | American Iron and Steel Certification | 00405 | _____ |
| 20 | Disclosure of Investment Activities in Iran (N.J.S.A. 52:32-58) | 00406 | _____ |

The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Contractor

Signature of Representative

Print:

Title:

Date:

Note: This form is to help the bidder in preparing his proposal. All information must be filled out in this Section.

END OF SECTION

SECTION 00300

BID FORM

To: PASSAIC VALLEY SEWERAGE COMMISSION:

Bid Submitted For: CONTRACT NO. B076A – MAINTENANCE DREDGING NORTH
ARLINGTON SKIMMER VESSEL FACILITY

Pursuant to and in compliance with your Invitation to Bid and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the Bidding Documents for the amount named in the proposal hereinafter described. In making this proposal the Bidder hereby declares that all provisions of Addenda which have been issued have been complied with in preparing bids.

Name of Bidder:

Bidder:

(Individual, Partnership ,Corporation, Joint Venture; L.L.C. as case may be)

Bidder's Business Address:

Telephone No.: _____ Fax No.: _____

Date of Bid: _____

(If Bidder is an Individual, fill in the following blanks:)

Name of Individual:

Residence of Individual:

(If Bidder is a Partnership, fill in the following blanks:)

Name and Title of Partner:

(If Bidder is a Corporation, fill in the following blanks:)

Organized under the laws of the State of:

Name and Residence of President:

Name and title of person signing this bid form if not President (copy of authority to sign must be attached)

Name and Residence of Secretary:

(If Bidder is a Limited Liability Company, fill in the following blanks:)

Formed under the laws of the State of :

Name of Managing Member:

Name and title of person signing this bid form if other than Managing Member (copy of authority to sign must be attached)

The undersigned, as Bidder, declares that he/she is authorized to sign this Bid Form on behalf of Bidder ; that he/she has carefully examined the annexed proposed form of contract and bond and the drawings therein referred to; and that he proposes and agrees, if this proposal is accepted, to contract with the Passaic Valley Sewerage Commission (PVSC), in the form of the copy of the Contract deposited in the office of the PVSC, to perform all the work described in the Contract Specifications in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the sums, exclusive of all taxes, proposed herein.

If this proposal shall be accepted by the PVSC, and the undersigned shall fail to contract as aforesaid, as specified in the General Conditions according to the address herewith given, that the contract is ready for signature, then the PVSC may at their option determine that the bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void, and the certified check and/or Bid Bond and the proceeds thereof for _____ dollars (Bid Security) accompanying this proposal shall become the property of the PVSC and additionally the bidder shall be liable to PVSC for any and all damages accruing to PVSC by reason of said default; otherwise the accompanying check and/or Bid Bond, shall be returned to the undersigned.

Signature of Bidder with residence and business address:

Dated: _____ Corporate Seal:

Attest: _____

Name: _____

Print: _____

Title: _____

Other (Specify): _____

THE BIDDER AFFIRMS AND DECLARES:

- A. That he has carefully examined the site of the work and that, from his own personal investigations and research, has satisfied himself as to the nature and location of the work; the character, quality and quantity of existing materials. All difficulties likely to be encountered; the kind and extent of labor, equipment, other facilities needed for the performance of the work; the general and local conditions; and all other items and conditions which may, in any way, affect the work or its performance.
- B. The Bidder also declares that he has carefully examined and fully understands all the component parts of this Contract, that the work can be performed as called for by the Contract, and that he will execute the Contract and will completely perform it in strict accordance with its terms for the prices.
- C. That the Bidder will execute work for the Allowance items as directed by the Engineer. It is also understood and agreed that the Final Contract Payment for allowance Items will be based upon such actual payments, and not on the approximate amount cited herein.
- D. That the Bidder declares the attached "Qualification Form" is in all respects a true and complete statement of the qualifications and financial condition of the Bidder.
- E. The price is exclusive of N.J. State and Federal Taxes.
- F. Prices shall also include all transportation charges on materials removed from site and charges pertaining to disposal and other costs pertaining to the execution of the work.
- G. He shall maintain for the duration of the work to be done under this contract, insurance in the amounts specified in the Contract. Upon execution of the Contract, the contractor shall furnish all certificates of insurance as required and set forth herein.
- H. That he understands and agrees to the conditions for liquidated damages.
- I. Upon completion, inspection and acceptance by P.V.S.C. of the work, CONTRACTOR shall turn over to P.V.S.C. the Maintenance Bond (Specification Section 00601) for the one (1) year Correction Period specified in the Contract Documents.
- J. The Bidder has clearly marked on the outside of the sealed envelope that contains his/her bid, the Bidder's name, contract name and number, and bid opening date.

DETERMINATION OF LOW BID. Determination of low bid will be made by comparing the total estimated bid price, which shall include the lump sum bid price and allowance.

BID ON CONTRACT NO. B076A

MAINTENANCE DREDGING PVSC NORTH ARLINGTON SKIMMER VESSEL FACILITY

| Item No. | Description of Work | Quantity | LUMP SUM OR UNIT PRICE WRITTEN IN WORDS | BID PRICE WRITTEN IN FIGURES | |
|----------|---------------------|-----------|--|------------------------------|-------|
| | | | | Dollars | Cents |
| 1 | LUMP SUM | LUMP SUM | Mobilization (Not to exceed 5% of total price bid) FOR _____ Dollars _____ Cents | | |
| 2 | LUMP SUM | LUMP SUM | Sediment Control & Dewatering FOR _____ Dollars _____ Cents | | |
| 3 | TONS | 485 | Maintenance Dredging FOR _____ Dollars _____ Cents | | |
| 4 | TONS | 485 | Transport & Disposal FOR _____ Dollars _____ Cents | | |
| 5 | LUMP SUM | LUMP SUM | Post Bathymetric Survey FOR _____ Dollars _____ Cents | | |
| 6 | ALLOWANCE | ALLOWANCE | Unforeseen Contingencies FOR _____ THIRTEEN THOUSAND FIVE HUNDRED _____ Dollars _____ Cents | \$13,500 | 00 |

TOTAL BID PRICE (Sum of Item No. 1 through No. 6) (in Figures) \$ _____

Amount Written:

_____ **Dollars and** _____ **Cents**

The “**Allowance Items**” are intended to provide for work that may later be determined to be necessary for the completion of the project but is not covered in the bid specifications. Written authorization by the OWNER for utilization of any part of the allowances for any such work shall be required.

SECTION 00301

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, _____, as Principal; and _____ Surety, are hereby held and firmly bound unto the Passaic Valley Sewerage Commission in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____ 20__.

The condition of the above obligation is such that whereas the Principal has submitted to the Passaic Valley Sewerage Commission a certain Bid, attached hereto, and hereby made a part hereof, to enter into a contract in writing, to:

CONTRACT NO. B076A – PVSC SKIMMER FACILITY MAINTENANCE DREDGING

NOW THEREFORE,

- A. If said Bid shall be rejected, or, in the alternate,
- B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of CONTRACT attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said CONTRACT, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then, this obligation shall be void, otherwise the same shall remain in force, and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Principal may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have set their hands and seals, and such of them as are corporations having caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal: _____

Surety: _____ by: _____

SECTION 00302

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the _____
_____(Name of Surety) corporation organized and existing under the laws of the State of _____ and licensed to do business in the State of New Jersey, certifies and agrees, that if CONTRACT NO. B076A – PVSC SKIMMER FACILITY MAINTENANCE DREDGING is awarded to _____ undersigned corporation will execute the Bond or Bonds as required by the CONTRACT Documents and will become surety in the full amount of the CONTRACT price for the faithful performance of the contract and for payment of all persons supplying labor or furnishing materials in connection hence with.

Signature of Surety by: _____

Print Name: _____

Title: _____

Address: _____

(To be accompanied by the usual proof of authority of officers of surety company to execute the same.)

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Surety(ies) on the attached bond, hereby certifies(y) the following:

(1) The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, _____ (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accountants that shall have certified those amounts):

(3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. § 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date thereof):

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17:18-9 as of (date on which such limitation was so established) is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

(4) The amount of the bond to which this statement and certification is attached is:
\$ _____

SURETY DISCLOSURE STATEMENT AND CERTIFICATION (continued)

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

- (a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:

;and

- (b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C. 17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

(to be completed by an authorized certifying agent
for each surety on the bond)

I _____ (Name of Agent), as _____ (Title of Agent) for
_____ (Name of Surety), a corporation/mutual insurance company/other
(circle one) domiciled in _____ (state of domicile), DO
HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me
are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is
VOIDABLE.

(Signature of certifying agent)

(Printed name of certifying agent)

(Title of certifying agent)

SECTION 00303

BIDDER'S AFFIDAVIT

State of _____)
County of _____) ss:

_____ being duly sworn, deposes and says that he resides at
_____ that he is the _____
(Title)
of _____
(Name of Bidder)

who signed the above Proposal or Bid, that he was duly authorized to sign, and that the Bid is a true offer of the Bidder, and the seal attached is the seal of the Bidder and that all the declarations and statements contained in the Bid are true to the best of his knowledge and belief.

(Affiant)

Sworn to and subscribed before me

this _____ day of _____, 20__

Notary Public in and for

_____ County, _____

My Commission Expires

_____, 20__

SECTION 00304

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY, COUNTY OF _____ ss.:

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

I am _____ of the firm of _____ the bidder
making the Bid for the above-named contract, and that I executed the said Bid with full authority
so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated
in any collusion, or otherwise taken any action in restraint of free, competitive bidding in
connection with the within Contract; and that all statements contained in said Bid and in this
Affidavit are true and correct, and made with full knowledge that the **Passaic Valley Sewerage
Commission** relies upon the truth of the statements contained in said Bid and in the statements
contained in this Affidavit in awarding the Contract.

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 the bidder for the purpose of securing business.

For breach or violation of this warranty the Owner shall have the right to annul the Con-
tract without liability or in its discretion to deduct from the Contract price or consideration the
full amount of such commission, percentage, brokerage or contingent fee.

(Affiant)

Sworn to and subscribed before me

this _____ day of _____, 20____

Notary Public in and for

_____ County, _____

My Commission Expires

_____, 20____

SECTION 00305

STATEMENT OF OWNERSHIP

Under the provisions of the State Law (NJSA 52:25-24.2. Chapter 33 of the Laws of 1977), a Bidder must file a statement of ownership prior to or with the Bid. The statement must contain the names and addresses of all owners of ten percent (10%) or more of the stock of whatever class of the corporation, or the names of individual partners in the partnership, who own ten percent (10%) or greater interest in the partnership, as the case may be. In order for your Bid to be considered, you must list below the names and addresses of those meeting the criteria of the law:

1. Partners with 10% or greater interest.

If none, so indicate. Do not leave this space blank:

Name

Addresses

2. Owners of 10% or more of the stock of the corporation including stock of all classes.

If none, so indicate. Do not leave this space blank:

Name

Addresses

3. Owners of 10% or more of membership interest in limited liability company:

If none, so indicate. Do not leave this space blank:

Name

Addresses

4. If, under item 2, the name of a partnership, corporation or limited liability company is listed, list below the names of individual partners and/or stockholders of whatever class who own a 10% or greater interest in the partnership, corporation or limited liability company listed under item 2. Disclosure shall be continued until names and address of every non-corporate stockholder, individual partner or member exceeding the 10% membership criteria established in the cited statute has been listed:

If none, so indicate. Do not leave this space blank.

Names

Addresses

Signature: _____
(person who signs Bid proposal)

NOTE: Your attention is directed to the fact that failure to complete the statement of ownership form is a non-waivable deficiency and the Commission in the event of non compliance are required as a matter of law to reject your Bid. All of the information requested is strictly required. Each question must be answered either by providing the requested information or if the answer to the question is "none", that must be written in. If required, attach additional sheets to list all names.

SECTION 00306

AFFIRMATIVE ACTION AFFIDAVIT

(to be completed by firms with more than 50 employees)

_____ of the firm of _____
(name)

being sworn according to law on his oath deposes and says that:

1. I am authorized to make this affidavit on behalf of:

(name of firm)

2. In addition an agreement to comply with an Affirmative Action Program for equal employment opportunity heretofore submitted as part of any pre-qualification statement, or under other conditions of this contract for a similar program, I/we do hereby further affirm that I/we will comply with the rules and regulations which will be promulgated by the State Treasurer as of the effective date therefor pursuant to the Affirmative Action Law (P.L. 1975, c. 127), as amended.

Name and Title

Signature of Authorized Representative

Subscribed and sworn to
before me this _____

day of _____ 20__.

Seal Notary Public of New Jersey

AFFIRMATIVE ACTION AFFIDAVIT

(to be completed by firms with fewer than 50 employees)

I _____, of the (City, Town, Borough) of _____ in the County of _____, State of _____, of full age, being duly sworn according to law on my oath depose and say that:

1. I am _____, of the firm of _____, a bidder making a proposal upon

CONTRACT NO. B076A- PVSC SKIMMER FACILITY MAINTENANCE DREDGING

2. _____ does not have 50 employees or more inclusive of all officers and employees of every type.

3. I am familiar with the affirmative action requirements of P.L. 1975, c. 127 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.

4. _____ has complied with all the affirmative action requirements of the State of New Jersey, including those required by the P.L. 1975. c. 127 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.

5. I am aware that if _____ does not comply with P.L. 1975, c. 127 and rules and regulations issued pursuant thereto, that no monies will be paid by the State of New Jersey, County of _____, (City, Town, Borough) of _____ until an affirmative action plan is approved. I am also aware that the contract may be terminated and the _____, may be debarred from all public contracts, for a period of up to five (5) years.

6. In the event my workforce increases to 50 employees, I must contact the State Affirmative Action Office and complete an Employee Information Report.

Name and Title

Signature of Authorized Representative

Subscribed and sworn to
before me this _____

day of _____, 20__.

Seal Notary Public of New Jersey

AFFIRMATIVE ACTION
AFFIDAVIT

00306-2

SECTION 00307

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

PASSAIC VALLEY SEWERAGE COMMISSION

| | |
|--|-------------------------|
| PVSC SKIMMER FACILITY MAINTENANCE DREDGING (Name of Construction Project) | B076A (Contract No.) |
|--|-------------------------|

The undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notices, revision or addendum. Note that the PVSC's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be submit for rejection of the bid.

| Addendum No. | How Received (mail, fax, Pick-up, etc) | Date Received |
|--------------|---|---------------|
| | | |
| | | |
| | | |
| | | |
| | | |

Acknowledgement by bidder:

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Printed Name and Title: _____

Date: _____

SECTION 00308

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to contracts, subcontracts, and agreements with Applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

The Federally assisted Construction Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally assisted Construction Contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally assisted Construction Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certificate, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation and entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise. The Federally assisted Construction Contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files.

Signature

Date

Name and Title of Signer (Please Type)

NOTE: The penalty for making false statements in offers is prescribed in 18 USC 1001.

SECTION 00309

CERTIFICATION OF BIDDER'S STATUS ON
THE STATE TREASURER'S LIST OF
DEBARRED, SUSPENDED AND DISQUALIFIED BIDDERS

STATE OF _____

COUNTY OF _____

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

I am _____ of the firm of _____, the
bidder making the Bid for the above named project; that I executed the said Bid, this
affidavit and all other bidding documents with full authority to do so; and that said bidder
is not now at the time of submission of this bid included on the State of New Jersey
Treasurer's List of Debarred, Suspended and Disqualified Bidders.

By: _____

Deponent's Signature

Date: _____

Deponent's Printed Name and Title

Subscribed and sworn to _____

before me this _____ day of _____, 20____.

Notary Public of

My Commission expires _____, 20____.

SECTION 00400

BIDDER'S QUALIFICATION FORM

1. Name of Contractor _____
2. How many years experience have you had in construction work of the same general type as this Contract? _____
3. Give information about the construction experience of the principals of your present organization who will be involved in the Contract:

| Individual's Name | Present Position in Organization | Years of Construction Experience | Size and Type of Work | Proposed Position For This Contract |
|-------------------|----------------------------------|----------------------------------|-----------------------|-------------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

4. Give information about your present contract workload, or contracts to which you are committed:

| Contract Price | Type of Construction | Location Of Work | Percentage Complete | Expected Completion Date | Name and Phone No. of Owner |
|----------------|----------------------|------------------|---------------------|--------------------------|-----------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

5. Has your organization, or any other partner thereof, failed to complete a construction contract? ____yes ____no

6. **Provide five (5) references of projects similar in scope and size to that required under this Contract.** Give only engineers, architects or owner's representatives for whom you have done similar work.

| <u>Name</u> | <u>Business Address</u> | <u>Telephone</u> | <u>Project</u> |
|-------------|-------------------------|------------------|----------------|
|-------------|-------------------------|------------------|----------------|

| | | | |
|-------|-------|-------|-------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

7. Is any litigation pending or threatened against your organization?

8. Has your organization been denied award of any construction project where it was the lowest bidder? _____

If yes, give details: _____

9. Give as reference a surety company or companies regarding your organization's financial responsibility and general reliability:

Name of Surety Company _____

Name of Local Agent (if different)

Local Address: _____

Telephone _____

Person familiar with Bidder's account: _____

- | 104. Give the names and telephone numbers of personnel in your organization authorized to participate in discussions of the proposed contract

| <u>Name</u> | <u>Telephone</u> |
|-------------|------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SECTION 00401

SUBCONTRACTOR LISTING

Failure to complete this Section is cause for the bid to be rejected (See NJSA 40A:11-16).

Before submitting his bid, the Bidder shall completely familiarize himself with Section 40A:11-16 of the New Jersey Local Public Contracts Law (New Jersey Statutes Annotated 40A:11-16). On contracts for the erection, alteration or repair of any public building, if the Bidder will use subcontractors for the plumbing work and gas fitting and all kindred work, steam and hot water heating and ventilating apparatus, steam power plants and kindred work, electrical work, structural steel and ornamental iron work he shall list below the name and address of each subcontractor to be used for these respective and kindred categories of work.

| WORK CATEGORY | NAME | ADDRESS |
|--|------|---------|
| Plumbing and Gas Fitting and all kindred work | | |
| Steam Power Plants, Steam and Hot Water Heating and Ventilating Apparatus and all kindred work | | |
| Electrical Work | | |
| Structural Steel and Ornamental Iron Work | | |

(Attach additional pages as required)

NOTE: Submission of the names and addresses of the subcontractors required by N.J.S.A. 40A:11-16 is essential and nonwaivable. The names and addresses for subcontractors must be provided for each work category above, otherwise the bid will be deemed nonresponsive. Where more than one subcontractor is named for a work category, the bidder must identify, in the Bid, the scope of work that is to be performed by each subcontractor, as required by P.L. 1997, c. 408. Failure to comply with these statutory requirements will result in the Bid being deemed nonresponsive.

Name and Title of Authorized Representative

Signature of Authorized Representative

SECTION 00402

PUBLIC WORKS CONTRACTOR REGISTRATION

1. In accordance with "The Public Works Contractor Registration Act," P.L., 1999, c238 (N.J.S.A. 34:11 – 56.48 et seq.) amended by P.L. 2003, C091

"No contractor shall bid on any contract for public work as defined in section 2 of P.L. 1963, c150 (C34:11 – 56.26) unless the contractor is registered pursuant in this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L. 1999, c238 (C34:11 – 56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor is registered pursuant to that act." (N.J.S.A./ 34:11 – 56.51)"

"Contractor means a person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the "New Jersey Prevailing Wage Act," P.L., 1963, c.150, (C.34:11 – 56.25 et seq.) and includes any subcontractor or lower tier subcontractor of a contractor defined herein" (N.J.S.A./ 34:11 – 56.50)

2. Proof of registration is required before an award can be made:

"Each contractor shall, after the bid is made and prior the awarding of the contract, submit to the public entity the certificates of registration for all subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration for the purposes of this section." (N.J.S.A. 34:11-56.55)

3. On and after August 16, 2003 Contractors and their listed subcontractors bidding on covered work shall provide proof of the required registration prior to the contract award. [As practical matter, proof of registration should be submitted with the Bid]
4. By signing this form, the Contractor certifies that they shall provide proof of the required registration prior to the contract award.

(Signature)

(Date)

(Name and Title of Signer -
Please Type)

END OF SECTION

SECTION 00403

**ACKNOWLEDGEMENT OF MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
AND MANDATORY AMERICANS WITH DISABILITIES ACT OF 1990**

I Hereby Certify That _____
Name of Bidder

Has Submitted a Bid For _____
Project Name

On This _____ Day of _____, 20 _____, And

In Compliance with Public Law 1975, Chapter 127 (NJAC 17:27), As

Described in Exhibit A and B within these bid specifications.

Authorized Signature

Title

Subscribed and Sworn Before Me

On _____, 20 _____.

Notary Public

(Please note: The Bidder must fill in and execute this page and submit it as part of the sealed bid.)

Exhibit A
(Known as Exhibit B in Goods and Services Bid Specifications: A Guide for New Jersey Local Public Agencies – Section C)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 ET SEQ., N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

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

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will 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, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The Contractor or subcontractor 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 or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

When hiring or scheduling workers in each construction trade, the Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.S.A. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a Contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the Contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.S.A. 17:27-7.2. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the Contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to

N.J.S.A. 10:531 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the Contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the Contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the Contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the Contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor agrees to take the following actions:
- (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to **N.J.A.C. 17:27-5.3**, of its workforce needs, and request referral of minority and women workers;
 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or subcontractor shall in good faith determine the qualifications of such individuals. The Contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with

the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a Contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the Contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the Contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

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

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

- (C) The Contractor or subcontractor agrees that nothing contained in (B) above shall preclude the Contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the Contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the Contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

The Contractor agrees to cooperate with the public agency in the payment of

budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

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

- END OF SECTION -

SECTION 00404

CERTIFICATION OF AFFIRMATIVE ACTION PLAN
FOR
CONTRACTOR AND SUBCONTRACTORS

Bidder's Name: _____

Address: _____

The Bidder hereby certifies that it shall comply with and shall require its subcontractors to comply with the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 through 10:2-4, the New Jersey Law Against Discrimination (N.J.S.A. 10:5 et seq.) and the rules and regulations promulgated pursuant thereto, including but not limited to N.J.A.C. 17:27-1 et seq.

An affirmative action plan for construction contractors and subcontractors shall consist of the following elements:

1. Provisions in the construction contract containing language required by N.J.A.C. 17:27-3, 4(a) and N.J.A.C. 17:27-7.4, or
2. 41 CFR Part 60-2 and any existing Federally approved or sanctioned affirmative action program.

(Date)

(Signature)

SECTION 00405

AMERICAN IRON AND STEEL CERTIFICATION

The Contractor acknowledges to and for the benefit of the _____ (“Purchaser”) and the _____ (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

ACKNOWLEDGEMENT BY BIDDER:

Name Bidder

Name and Title By Authorized Representative

Signature of Authorized Representative

Date

- END OF SECTION -

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project Name: _____

Bidder Name: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX

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

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that NEITHER the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he/she 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 suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

- ☐ **I certify, pursuant to Public Law 2012, c.25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below: OR**
- ☐ **I am unable to certify as above because the bidder and/or one of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. 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.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.

Name _____ Relationship to Bidder/Owner _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____

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 and the Owner of the project are 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 of New Jersey and the Owner to notify the State of New Jersey and the Owner in writing of any changes to the answers of information contained herein. I acknowledge that I am aware of 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/or the Owner and that the State and/or the Owner at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

SECTION 00500

CONTRACT NO. B076A
PASSAIC VALLEY SEWERAGE COMMISSION
600 WILSON AVENUE
NEWARK, NEW JERSEY 07105

CONTRACT AGREEMENT

PVSC SKIMMER FACILITY MAINTENANCE DREDGING

THIS AGREEMENT, made and executed this ____ day of _____, 20____, by and between the PASSAIC VALLEY SEWERAGE COMMISSION, a corporate body politic of the State of New Jersey, hereinafter called the "OWNER", acting through its Chairman, and _____, a corporation chartered under the laws of the State of _____ partnership, _____ individual _____ with _____ principal _____ offices _____ at _____ hereinafter called the "CONTRACTOR". OWNER and CONTRACTOR, in consideration of the mutual covenants, hereinafter set forth, agree as follows:

Article 1 - Work

In consideration of the payments to be made as hereinafter provided, and of the performance by OWNER of all the matters and things to be performed by OWNER and herein provided; CONTRACTOR agrees, at its own sole cost and expense, to perform all the labor and services and to furnish all labor, inaterials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, all the Work as specified, described or indicated in the Contract Documents, as defined herein and Addenda within the time hereinafter specified and in accordance with the terms, conditions and provisions of the Contract Documents and Addenda.

Article 2 - ENGINEER

The Project has been designed by BOSWELL ENGINEERING, 330 Phillips Avenue, South Hackensack, NJ, who are hereinafter called ENGINEER and who are to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3 - Contract Times

The CONTRACTOR shall commence work on the day specified in the Notice to Proceed. TIME BEING OF THE ESSENCE of this Contract. The CONTRACTOR shall prosecute the work diligently and uninterruptedly, at a rate to ensure completion sufficient for final acceptance of all work within 120 consecutive calendar days from the day of the CONTRACTOR's receipt of the written Notice to Proceed.

Article 4 - Contract Price

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds at the prices agreed upon in the CONTRACTOR's Bid Form attached to this Agreement.

Article 5 - Payment Procedures

OWNER will make partial payments on account of the Contract in accordance with the provisions of Article 14 in the General Conditions.

Article 6 - CONTRACTOR's Representations

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance of or furnishing of the Work.
- 6.2 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 6.3 CONTRACTOR is financially solvent and is experienced and competent to perform the type of work or to furnish the plant, materials, supplies or equipment to be performed or furnished by him.

Article 7 - Liquidated Damages and other Damages

The OWNER and CONTRACTOR recognize that TIME IS OF THE ESSENCE of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the Contract Time specified in Article 3, plus any extensions thereof allowed in accordance with the General Conditions. Because some of this damage is difficult or impossible to calculate or estimate, the parties agree that the Contractor shall pay OWNER liquidated damages in the amounts set forth in the Contract Agreement in lieu of the above stated actual damage. The Contractor agrees that as liquidated damages (but not as a penalty) for delay beyond the Contract Times specified in Article 3 above, (Exclusive of Additional) architectural/engineering services as provided for below, the Contractor shall pay the Owner for:

- 7.1 Each and every calendar day that the Contractor is not in compliance with the Contract Times and Milestones, the sum of Three Thousand Dollars (\$3,000.00), which sum is hereby agreed upon, not as a penalty but as liquidated damages, which the parties hereto have agreed to be proper and reasonable, and which the Owner will suffer by reason of such default. The Owner shall assess liquidated damages on each of the contract milestones

given in Article 3. The Owner reserves the right to retain and/or release liquidated damages until the Contractor has corrected the delay in the schedule or has met subsequent milestones.

7.2 In addition to liquidated damages the CONTRACTOR shall pay to the OWNER all costs incurred by the OWNER for additional architectural and engineering services required as a result of the delay. This amount, above and beyond the specified liquidated damages amount, shall be determined by and be equal to the actual architectural and engineering services invoices received by the OWNER. Copies of such invoices will be provided to CONTRACTOR. CONTRACTOR shall pay to the OWNER via reduction made by owner from the CONTRACTOR monthly payment request the full amount of each invoice. If unpaid contract balance is insufficient to reimburse OWNER the additional architectural and engineering services invoice amount, CONTRACTOR shall pay OWNER directly any amount not covered by deductions from the contract balance within 30 calendar days from the CONTRACTOR's receipt of a copy of each invoice from the OWNER.

7.3 In the event the Contractor by delay or otherwise has caused Owner damages beyond the amount specified in the liquidated damage provision of any contract between the Owner and Contractor, the Owner shall have the right to seek damages for said additional monies and shall not be limited by any said liquidated damage provision for the amount to be recovered. In addition, the Owner shall have the right to withhold from monies due or to become due the Contractor an amount sufficient to completely pay for said additional damages.

Provided, that CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is for reasons included in Article 12 of the General Conditions. Further, that CONTRACTOR shall, furnish OWNER the required notification of such delays in accordance with Article 12 of the General Conditions.

Article 8 - Contract Documents

The Contract Documents which comprise the Contract between OWNER and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

- 1) Invitation To Bid.
- 2) Instructions To Bidders.
- 3) Bid and any post Bid documentation submitted prior to the Notice of Award.
- 4) This Agreement and Notice to Proceed.
- 5) Construction Performance Bond, Construction Payment Bond and other required Bonds.
- 6) Certificate of Insurance.
- 7) Standard General Conditions, EJCDC Document C700, 2007 edition.
- 8) Supplementary Conditions.
- 9) Specifications (as listed in Table of Contents).

- 10) Addenda numbers _____ to _____, inclusive.
- 11) Any modification, including Change Orders, duly delivered after execution of Agreement.

Article 9 - Miscellaneous

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 This Agreement shall be construed in accordance with the laws of the State of New Jersey.
- 9.5 CONTRACTOR agrees that:
 - A. It hereby voluntarily and irrevocably submits itself to the jurisdiction and venue of any court of competent jurisdiction over the subject matter of this Agreement located within the State of New Jersey in which any litigation is brought based on or arising out of this Agreement.
 - B. Any legal process or notice connected with any litigation may be served on CONTRACTOR by United States registered mail, postage prepaid, addressed to CONTRACTOR at its address stated in this Agreement for the furnishing of notices to CONTRACTOR or at CONTRACTOR's last known address, and that service in such manner shall constitute good and valid service of process upon CONTRACTOR.
 - C. CONTRACTOR hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in subparagraph "B" immediately above, invalid service of process, and that it will duly enter its appearance in any such action.

- D. This Agreement may be presented in court as conclusive evidence of the foregoing agreement.

IN WITNESS WHEREOF: The parties hereto have executed this agreement the day and year first above mentioned.

PASSAIC VALLEY SEWERAGE COMMISSION

(SEAL)

BY: _____

ATTEST BY: _____
PASSAIC VALLEY SEWERAGE COMMISSION

CONTRACTOR NAME

BY: _____
CONTRACTOR

(SEAL)

ATTEST BY: _____
CONTRACTOR

Note: If CONTRACTOR is a corporation, an affidavit giving the principal the right to sign the Agreement must accompany the executed Agreement.

NAME OF CORPORATION:

BY: _____

(CORPORATE SEAL)

ATTEST BY: _____

(ADD TYPED OR PRINTED NAMES OF OFFICER AND ATTESTING WITNESS)

Date: _____

SECTION 00500

CONTRACT NO. B076A
PASSAIC VALLEY SEWERAGE COMMISSION
600 WILSON AVENUE
NEWARK, NEW JERSEY 07105

CONTRACT AGREEMENT

PVSC SKIMMER FACILITY MAINTENANCE DREDGING

THIS AGREEMENT, made and executed this ____ day of _____, 20____, by and between the PASSAIC VALLEY SEWERAGE COMMISSION, a corporate body politic of the State of New Jersey, hereinafter called the "OWNER", acting through its Chairman, and _____, a corporation chartered under the laws of the State of ____ partnership, _____ individual _____ with _____ principal _____ offices _____ at _____ hereinafter called the "CONTRACTOR". OWNER and CONTRACTOR, in consideration of the mutual covenants, hereinafter set forth, agree as follows:

Article 1 - Work

In consideration of the payments to be made as hereinafter provided, and of the performance by OWNER of all the matters and things to be performed by OWNER and herein provided; CONTRACTOR agrees, at its own sole cost and expense, to perform all the labor and services and to furnish all labor, materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, all the Work as specified, described or indicated in the Contract Documents, as defined herein and Addenda within the time hereinafter specified and in accordance with the terms, conditions and provisions of the Contract Documents and Addenda.

Article 2 - ENGINEER

The Project has been designed by BOSWELL ENGINEERING, 330 Phillips Avenue, South Hackensack, NJ, who are hereinafter called ENGINEER and who are to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3 - Contract Times

The CONTRACTOR shall commence work on the day specified in the Notice to Proceed. TIME BEING OF THE ESSENCE of this Contract. The CONTRACTOR shall prosecute the work diligently and uninterruptedly, at a rate to ensure completion sufficient for final acceptance of all work within 120 consecutive calendar days from the day of the CONTRACTOR's receipt of the written Notice to Proceed.

Article 4 - Contract Price

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds at the prices agreed upon in the CONTRACTOR's Bid Form attached to this Agreement.

Article 5 - Payment Procedures

OWNER will make partial payments on account of the Contract in accordance with the provisions of Article 14 in the General Conditions.

Article 6 - CONTRACTOR's Representations

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance of or furnishing of the Work.
- 6.2 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 6.3 CONTRACTOR is financially solvent and is experienced and competent to perform the type of work or to furnish the plant, materials, supplies or equipment to be performed or furnished by him.

Article 7 - Liquidated Damages and other Damages

The OWNER and CONTRACTOR recognize that TIME IS OF THE ESSENCE of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the Contract Time specified in Article 3, plus any extensions thereof allowed in accordance with the General Conditions. Because some of this damage is difficult or impossible to calculate or estimate, the parties agree that the Contractor shall pay OWNER liquidated damages in the amounts set forth in the Contract Agreement in lieu of the above stated actual damage. The Contractor agrees that as liquidated damages (but not as a penalty) for delay beyond the Contract Times specified in Article 3 above, (Exclusive of Additional) architectural/engineering services as provided for below, the Contractor shall pay the Owner for:

- 7.1 Each and every calendar day that the Contractor is not in compliance with the Contract Times and Milestones, the sum of Three Thousand Dollars (\$3,000.00), which sum is hereby agreed upon, not as a penalty but as liquidated damages, which the parties hereto have agreed to be proper and reasonable, and which the Owner will suffer by reason of such default. The Owner shall assess liquidated damages on each of the contract milestones

given in Article 3. The Owner reserves the right to retain and/or release liquidated damages until the Contractor has corrected the delay in the schedule or has met subsequent milestones.

- 7.2 In addition to liquidated damages the CONTRACTOR shall pay to the OWNER all costs incurred by the OWNER for additional architectural and engineering services required as a result of the delay. This amount, above and beyond the specified liquidated damages amount, shall be determined by and be equal to the actual architectural and engineering services invoices received by the OWNER. Copies of such invoices will be provided to CONTRACTOR. CONTRACTOR shall pay to the OWNER via reduction made by owner from the CONTRACTOR monthly payment request the full amount of each invoice. If unpaid contract balance is insufficient to reimburse OWNER the additional architectural and engineering services invoice amount, CONTRACTOR shall pay OWNER directly any amount not covered by deductions from the contract balance within 30 calendar days from the CONTRACTOR's receipt of a copy of each invoice from the OWNER.
- 7.3 In the event the Contractor by delay or otherwise has caused Owner damages beyond the amount specified in the liquidated damage provision of any contract between the Owner and Contractor, the Owner shall have the right to seek damages for said additional monies and shall not be limited by any said liquidated damage provision for the amount to be recovered. In addition, the Owner shall have the right to withhold from monies due or to become due the Contractor an amount sufficient to completely pay for said additional damages.

Provided, that CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is for reasons included in Article 12 of the General Conditions. Further, that CONTRACTOR shall, furnish OWNER the required notification of such delays in accordance with Article 12 of the General Conditions.

Article 8 - Contract Documents

The Contract Documents which comprise the Contract between OWNER and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

- 1) Invitation To Bid.
- 2) Instructions To Bidders.
- 3) Bid and any post Bid documentation submitted prior to the Notice of Award.
- 4) This Agreement and Notice to Proceed.
- 5) Construction Performance Bond, Construction Payment Bond and other required Bonds.
- 6) Certificate of Insurance.
- 7) Standard General Conditions, EJCDC Document C700, 2007 edition.
- 8) Supplementary Conditions.
- 9) Specifications (as listed in Table of Contents).

- 10) Addenda numbers _____ to _____, inclusive.
- 11) Any modification, including Change Orders, duly delivered after execution of Agreement.

Article 9 - Miscellaneous

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 This Agreement shall be construed in accordance with the laws of the State of New Jersey.
- 9.5 CONTRACTOR agrees that:
 - A. It hereby voluntarily and irrevocably submits itself to the jurisdiction and venue of any court of competent jurisdiction over the subject matter of this Agreement located within the State of New Jersey in which any litigation is brought based on or arising out of this Agreement.
 - B. Any legal process or notice connected with any litigation may be served on CONTRACTOR by United States registered mail, postage prepaid, addressed to CONTRACTOR at its address stated in this Agreement for the furnishing of notices to CONTRACTOR or at CONTRACTOR's last known address, and that service in such manner shall constitute good and valid service of process upon CONTRACTOR.
 - C. CONTRACTOR hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in subparagraph "B" immediately above, invalid service of process, and that it will duly enter its appearance in any such action.

- D. This Agreement may be presented in court as conclusive evidence of the foregoing agreement.

IN WITNESS WHEREOF: The parties hereto have executed this agreement the day and year first above mentioned.

PASSAIC VALLEY SEWERAGE COMMISSION

(SEAL)

BY: _____

ATTEST BY: _____
PASSAIC VALLEY SEWERAGE COMMISSION

CONTRACTOR NAME

BY: _____
CONTRACTOR

(SEAL)

ATTEST BY: _____
CONTRACTOR

Note: If CONTRACTOR is a corporation, an affidavit giving the principal the right to sign the Agreement must accompany the executed Agreement.

NAME OF CORPORATION:

BY: _____

(CORPORATE SEAL)

ATTEST BY: _____

(ADD TYPED OR PRINTED NAMES OF OFFICER AND ATTESTING WITNESS)

Date: _____

SECTION 00600
PERFORMANCE AND PAYMENT BONDS

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, as Principal and _____, a corporation organized and existing under the laws of the State of _____, as surety, are held and firmly bound unto the Passaic Valley Sewerage Commission as hereinafter set forth, in the full and just several sums of:

- (a) _____ (One hundred percent (100%) of the amount of the contract) for faithful PERFORMANCE of the Contract No. B076A – PVSC SKIMMER FACILITY MAINTENANCE DREDGING;
- b) _____ (One hundred percent (100%) of the amount of the contract) for PAYMENT of labor and materials

Signed this _____ day of _____ 20__.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, the above named principal did on the _____ day of _____, 20__, enter into a contract with the Passaic Valley Sewerage Commission, which said contract is made a part of this bond the same as through set forth herein; NOW, if the said principal shall sell and faithfully do and perform the things agreed by the said principal to be done and performed according to the terms of said contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward performing or undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated. The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any way affect the obligation of said surety on its bond.

IN WITNESS WHEREOF, the said _____ as principal has caused its corporate seal to be hereto affixed and these presents to be signed by _____ its _____ and attested by _____ its _____ and the said _____ as surety, has caused its corporate seal to be hereto affixed and these presents to be signed by its _____ and attested by its _____ this _____ day of _____ 20__.

By: _____

Attest: _____

Attest: _____

SECTION 00601

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, hereinafter
called Principal, as Principal, and _____, a corporation of the State of
_____, hereinafter called Surety, as Surety, are held and firmly bound unto

_____, hereinafter called

Obligee in the sum of _____ DOLLARS, lawful money
of the United States of America, to be paid to the said Obligee, or its successors or assigns, to the
payment of which sum well and truly to be made, we do bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this _____ day of _____, 20__

WHEREAS, the Principal entered into a contract with the said Obligee, dated _____

_____ for _____

_____ and

WHEREAS, the Obligee requires that these presents be executed on or before the final completion and
acceptance of said contract and

WHEREAS said contract was completed and accepted on the _____ day of
_____, 20__.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall
remedy, without cost to the Obligee, any defects which may develop during a period of _____
from the date of completion and acceptance of the work performed under the contract, caused by
defective or inferior materials or workmanship, then this obligation shall be void; otherwise it shall be
and remain in full force and effect.

Attest:

_____ By: _____
Principal

Attest:

_____ By: _____
Surety

SECTION 00602

ENVIRONMENTAL MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

(Name of Contractor)

(Address of Contractor)

_____ a _____
Corporation, Partnership or Individual

hereinafter called Principal, and _____
(Name of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

dollars \$ _____, in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20____, a copy of which is hereto attached and made a part hereof for the construction of:

CONTRACT NO. B076A
MAINTENANCE DREDGING- NORTH ARLINGTON SKIMMER VESSEL FACILITY

PASSAIC VALLEY SEWERAGE COMMISSION
600 WILSON AVENUE
NEWARK, NEW JERSEY 07105

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice of the Surety and during the one year guaranty period, and during the one year following the guaranty period, and if he shall satisfy all claims and demands incurred under such contract with respect to Environmental sections of the Specifications and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all

outlay and expense which the OWNER may incur in making good any default; then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts,
(number)

each one of which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

(Principal)

(Principal) Secretary

(SEAL)

BY:_____

(Address)

Witness as to Principal

(Address)

(Surety)

ATTEST:

By:_____

Attorney-In-Fact

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is all partners should execute BOND.

The Environmental Maintenance Bond shall be supplied in the amount of \$25,000 or 50% of the bid price for the materials needed to fulfill the environmental specifications, whichever is greater, when the contract documents are finalized.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

Copyright © 2007 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for this EJCDC document is owned jointly by the four EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

| | Page |
|---|------|
| Article 1 – Definitions and Terminology | 1 |
| 1.01 Defined Terms..... | 1 |
| 1.02 Terminology | 5 |
| Article 2 – Preliminary Matters | 6 |
| 2.01 Delivery of Bonds and Evidence of Insurance | 6 |
| 2.02 Copies of Documents..... | 6 |
| 2.03 Commencement of Contract Times; Notice to Proceed..... | 6 |
| 2.04 Starting the Work | 7 |
| 2.05 Before Starting Construction | 7 |
| 2.06 Preconstruction Conference; Designation of Authorized Representatives | 7 |
| 2.07 Initial Acceptance of Schedules..... | 7 |
| Article 3 – Contract Documents: Intent, Amending, Reuse | 8 |
| 3.01 Intent..... | 8 |
| 3.02 Reference Standards..... | 8 |
| 3.03 Reporting and Resolving Discrepancies..... | 8 |
| 3.04 Amending and Supplementing Contract Documents..... | 9 |
| 3.05 Reuse of Documents | 10 |
| 3.06 Electronic Data..... | 10 |
| Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points..... | 10 |
| 4.01 Availability of Lands | 10 |
| 4.02 Subsurface and Physical Conditions | 11 |
| 4.03 Differing Subsurface or Physical Conditions..... | 11 |
| 4.04 Underground Facilities | 13 |
| 4.05 Reference Points | 14 |
| 4.06 Hazardous Environmental Condition at Site | 14 |
| Article 5 – Bonds and Insurance | 16 |
| 5.01 Performance, Payment, and Other Bonds | 16 |
| 5.02 Licensed Sureties and Insurers | 16 |
| 5.03 Certificates of Insurance | 16 |
| 5.04 Contractor’s Insurance | 17 |
| 5.05 Owner’s Liability Insurance | 18 |
| 5.06 Property Insurance | 18 |
| 5.07 Waiver of Rights | 20 |
| 5.08 Receipt and Application of Insurance Proceeds..... | 21 |

| | | |
|---|---|----|
| 5.09 | Acceptance of Bonds and Insurance; Option to Replace | 21 |
| 5.10 | Partial Utilization, Acknowledgment of Property Insurer | 21 |
| Article 6 – Contractor’s Responsibilities | | 22 |
| 6.01 | Supervision and Superintendence..... | 22 |
| 6.02 | Labor; Working Hours..... | 22 |
| 6.03 | Services, Materials, and Equipment | 22 |
| 6.04 | Progress Schedule | 23 |
| 6.05 | Substitutes and “Or-Equals” | 23 |
| 6.06 | Concerning Subcontractors, Suppliers, and Others..... | 25 |
| 6.07 | Patent Fees and Royalties | 27 |
| 6.08 | Permits..... | 27 |
| 6.09 | Laws and Regulations | 27 |
| 6.10 | Taxes | 28 |
| 6.11 | Use of Site and Other Areas | 28 |
| 6.12 | Record Documents | 29 |
| 6.13 | Safety and Protection | 29 |
| 6.14 | Safety Representative..... | 30 |
| 6.15 | Hazard Communication Programs | 30 |
| 6.16 | Emergencies | 30 |
| 6.17 | Shop Drawings and Samples | 30 |
| 6.18 | Continuing the Work..... | 32 |
| 6.19 | Contractor’s General Warranty and Guarantee | 32 |
| 6.20 | Indemnification | 33 |
| 6.21 | Delegation of Professional Design Services | 34 |
| Article 7 – Other Work at the Site..... | | 35 |
| 7.01 | Related Work at Site | 35 |
| 7.02 | Coordination..... | 35 |
| 7.03 | Legal Relationships..... | 36 |
| Article 8 – Owner’s Responsibilities..... | | 36 |
| 8.01 | Communications to Contractor | 36 |
| 8.02 | Replacement of Engineer..... | 36 |
| 8.03 | Furnish Data | 36 |
| 8.04 | Pay When Due | 36 |
| 8.05 | Lands and Easements; Reports and Tests..... | 36 |
| 8.06 | Insurance | 36 |
| 8.07 | Change Orders..... | 36 |
| 8.08 | Inspections, Tests, and Approvals | 37 |
| 8.09 | Limitations on Owner’s Responsibilities | 37 |
| 8.10 | Undisclosed Hazardous Environmental Condition | 37 |
| 8.11 | Evidence of Financial Arrangements | 37 |
| 8.12 | Compliance with Safety Program..... | 37 |
| Article 9 – Engineer’s Status During Construction | | 37 |
| 9.01 | Owner’s Representative | 37 |
| 9.02 | Visits to Site | 37 |

| | | |
|--------------|--|----|
| 9.03 | Project Representative | 38 |
| 9.04 | Authorized Variations in Work | 38 |
| 9.05 | Rejecting Defective Work | 38 |
| 9.06 | Shop Drawings, Change Orders and Payments..... | 38 |
| 9.07 | Determinations for Unit Price Work | 39 |
| 9.08 | Decisions on Requirements of Contract Documents and Acceptability of Work..... | 39 |
| 9.09 | Limitations on Engineer's Authority and Responsibilities | 39 |
| 9.10 | Compliance with Safety Program..... | 40 |
| Article 10 – | Changes in the Work; Claims | 40 |
| 10.01 | Authorized Changes in the Work | 40 |
| 10.02 | Unauthorized Changes in the Work | 40 |
| 10.03 | Execution of Change Orders..... | 41 |
| 10.04 | Notification to Surety..... | 41 |
| 10.05 | Claims..... | 41 |
| Article 11 – | Cost of the Work; Allowances; Unit Price Work | 42 |
| 11.01 | Cost of the Work | 42 |
| 11.02 | Allowances..... | 45 |
| 11.03 | Unit Price Work | 45 |
| Article 12 – | Change of Contract Price; Change of Contract Times | 46 |
| 12.01 | Change of Contract Price..... | 46 |
| 12.02 | Change of Contract Times | 47 |
| 12.03 | Delays..... | 47 |
| Article 13 – | Tests and Inspections; Correction, Removal or Acceptance of Defective Work | 48 |
| 13.01 | Notice of Defects | 48 |
| 13.02 | Access to Work | 48 |
| 13.03 | Tests and Inspections | 48 |
| 13.04 | Uncovering Work..... | 49 |
| 13.05 | Owner May Stop the Work..... | 50 |
| 13.06 | Correction or Removal of Defective Work | 50 |
| 13.07 | Correction Period | 50 |
| 13.08 | Acceptance of Defective Work..... | 51 |
| 13.09 | Owner May Correct Defective Work | 51 |
| Article 14 – | Payments to Contractor and Completion..... | 52 |
| 14.01 | Schedule of Values..... | 52 |
| 14.02 | Progress Payments | 52 |
| 14.03 | Contractor's Warranty of Title | 55 |
| 14.04 | Substantial Completion..... | 55 |
| 14.05 | Partial Utilization | 56 |
| 14.06 | Final Inspection..... | 56 |
| 14.07 | Final Payment..... | 57 |
| 14.08 | Final Completion Delayed..... | 58 |
| 14.09 | Waiver of Claims | 58 |

| | |
|---|----|
| Article 15 – Suspension of Work and Termination | 58 |
| 15.01 Owner May Suspend Work | 58 |
| 15.02 Owner May Terminate for Cause | 58 |
| 15.03 Owner May Terminate For Convenience | 60 |
| 15.04 Contractor May Stop Work or Terminate | 60 |
| Article 16 – Dispute Resolution | 61 |
| 16.01 Methods and Procedures | 61 |
| Article 17 – Miscellaneous | 61 |
| 17.01 Giving Notice | 61 |
| 17.02 Computation of Times | 61 |
| 17.03 Cumulative Remedies | 62 |
| 17.04 Survival of Obligations | 62 |
| 17.05 Controlling Law | 62 |
| 17.06 Headings..... | 62 |

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of

the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving Discrepancies:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

- #### B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- #### A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- #### B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- #### C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- #### A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the

Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

- 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
- 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

- 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
- 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

- 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
- 2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other

professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price

or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by

Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property

insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery

against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and

- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
 - C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
 - D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
 - E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
 - F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or

other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all

court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas:

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor

shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop

Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 6. any inspection, test, or approval by others; or
 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor,

Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits

and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The

opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on

Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

- a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
- b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
2. there is no corresponding adjustment with respect to any other item of Work; and
3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the

control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and

equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the

Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or

- b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or

- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities

pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00800

SUPPLEMENTAL GENERAL CONDITIONS

| <u>Article</u> | <u>Title</u> | <u>Page No.</u> |
|----------------|---|-----------------|
| 1 | Definitions and Terminology | 00800-3 |
| 2 | Preliminary Matters | 00800-3 |
| 3 | Contract Documents: Intent, Amending and Reuse | 00800-5 |
| 4 | Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points..... | 00800-5 |
| 5 | Bonds and Insurance..... | 00800-6 |
| 6 | CONTRACTOR's Responsibilities..... | 00800-9 |
| 7 | Other Work at the Site..... | 00800-13 |
| 8 | OWNER's Responsibilities | 00800-14 |
| 9 | ENGINEER's Status During Construction..... | 00800-14 |
| 10 | Change in the Work; Claims | 00800-15 |
| 11 | Cost of Work; Allowances; Unit Price Work..... | 00800-15 |
| 12 | Change of Contract Price; Change of Contract Times | 00800-16 |
| 13 | Tests and Inspections; Correction, Removal or Acceptance of Defective Work | 00800-16 |
| 14 | Payments to CONTRACTOR and Completion..... | 00800-17 |
| 15 | Suspension of Work and Termination | 00800-21 |
| 16 | Dispute Resolution | 00800-22 |
| 17 | Miscellaneous | 00800-22 |

Additional Articles

| | | |
|----|--|----------|
| 18 | Liquidated Damages..... | 00800-23 |
| 19 | Federal and State Government Provisions..... | 00800-23 |
| | 19.01 Affirmative Action Requirements | |
| | 19.02 Anti-Discrimination (N.J.S.A. 10:2-1) | |
| | 19.03 Foreign Corporations (N.J.S.A. 14A:13-3) | |
| | 19.04 Statement of Ownership (N.J.S.A. 52:24-24.2) | |
| | 19.05 Use of Domestic Materials (N.J.S.A. 52:33-1 to 52:33-3) | |
| | 19.06 Prevailing Wage Rates (N.J.S.A. 34:11 - 56:25) | |
| | 19.07 State Treasurer's List of Debarred, Suspended and Disqualified Bidders (N.J.S.A. 34:11) | |

SECTION 00800

SUPPLEMENTAL GENERAL CONDITIONS

These Supplemental General Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C700, 2007 Edition) given as Specification Section 00700 and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

Add the following Section at the beginning of this Article:

1.00 Terms

- A. The terms used in these Supplemental General Conditions which are defined in the Standard General Conditions of the Construction Contract (No. C700, 2007 Edition) given as Specification Section 00700 have the meanings assigned to them in the General Conditions.

1.01 Defined Terms

Definition 18. Omit the word “two”.

Delete Definition 42. in its entirety and replace with the following:

“Specifications – All the terms and stipulations contained in the General Requirements and in the Detailed Specifications. The requirements of the General Requirements shall be considered part of each Item of the Detailed Specifications.”

Definition 43. Omit “Work at the Site” and substitute “on the Project”.

In the second line of Definition 44. Substantial Completion, delete:

“of ENGINEER”, and add “of ENGINEER, and approved by OWNER”

Insert the following at the end of Definition 44. Substantial Completion.

“The date of Substantial Completion shall be certified by the ENGINEER.”

Add the following new definition:

“52. *Conditions of the Contract* - The combined General Conditions and Supplemental General Conditions.”

ARTICLE 2 – PRELIMINARY MATTERS

Add the following Section to the beginning of this Article:

“2.00 *Execution of Agreement*

- A. At least six counterparts of the Agreement will be executed and delivered by the CONTRACTOR to the OWNER within ten (10) working days of the Notice of Award and receipt of Contract Documents by the CONTRACTOR for execution; and thereafter OWNER will execute and deliver one counterpart to CONTRACTOR.”

2.01 *Delivery of Bonds and Evidence of Insurance*

Delete Part B. Evidence of Insurance in its entirety and substitute the following:

- “B. *Evidence of Insurance*: Before any Work at the site is started, Contractor shall deliver to Owner, with copies to Engineer and each additional insured identified in Article 5 of the Supplemental General Conditions, certificates of insurance (and other evidence requested by Owner) which Contractor is required to purchase and maintain in accordance with the requirements of Article 5.”

2.03 *Commencement of Contract Times; Notice to Proceed*

Delete in its entirety and substitute the following:

- “A. Except as otherwise provided in (ii) hereinafter, the Contract Time will commence to run on the day indicated in the Notice to Proceed; but in no event will the Contract Time commence to run later than the ninetieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement. By mutual consent of the parties to the Contract, these time limits may be changed.
- B. Notwithstanding the provisions of subsection (i) above, if award of the Bid is challenged, and the Owner determines that a hearing is required on the challenge, or a Court or governmental entity having jurisdiction issues a stay of the award or performance of the Contract, the Contract Time and Effective Date of the Agreement shall be stayed for the time necessary for Owner to conduct a hearing and make a determination on the challenge and/or the time that the Contract award or performance are stayed by a Court or governmental entity having jurisdiction, not to exceed an additional 180 days.”

2.06 *Pre-construction Conference; Designation of Authorized Representatives*

Delete in its entirety and substitute the following:

- “A. Within ten (10) days after the Contract Times start to run, but before any Work at the site is started, a pre-construction conference shall be attended by, but without limitations to, the following: Contractor’s Representatives, Owner’s Representatives, Utility Companies, the New Jersey Department of Environmental Protection, and all other Regulatory Agencies as required. The conference will establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment and maintaining required records.”

ARTICLE 3- CONTRACT DOCUMENTS: INTENT, AMENDING AND REUSE

3.01 *Intent*

Add the following subparts to Part A:

- “1. Each and every provision of law and clause required by law to be inserted in these Contract Documents shall be deemed to be inserted herein, and they shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or if not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be physically amended to make such insertion.
2. The Contract Documents indicate the extent and general arrangement of the work. It is the intent of the Contract Documents to obtain an operable Project. Equipment, components, systems, etc., therein shall be made operable by the CONTRACTOR.
3. The Contract Drawings may be supplemented from time to time with additional drawings by the ENGINEER as may be required to illustrate the work or, as the work progresses, with additional Drawings, by the CONTRACTOR, subject to the approval of the ENGINEER. Supplementary Drawings, when issued by the ENGINEER or by the CONTRACTOR, after approval by the ENGINEER, shall be furnished in sufficient quantity to all those who, in the opinion of the ENGINEER, are affected by such Drawings.”

3.03 Reporting and Resolving Discrepancies.

A. 3. “or should have known.”

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.02 *Subsurface and Physical Conditions*

Part B: In the sixth line delete “The Supplementary Conditions”, and substitute “Contract Documents”

Add the following Paragraph to Section 4.02:

C. It shall be understood and agreed that the CONTRACTOR will not use any of the information made available to him, or obtained in any examination made by him, in any manner as a basis or ground of claim or demand of any nature against the OWNER or the ENGINEER, arising from or by reason of any variance which may exist between the information offered and the actual materials or structures encountered during the construction.

4.04 *Underground Facilities*

Delete Part B. in its entirety and substitute the following:

B. All information given on the Drawings, or in the Contract Documents, relative to subsurface and latent physical conditions or otherwise affecting the

performance of the Work is from the present sources available to the OWNER and the ENGINEER. It is understood and agreed that the OWNER and the ENGINEER do not warrant or guarantee that the materials, conditions, and pipes, or other structures encountered during the construction will be the same as those indicated on the Drawings or in the Contract Documents. Each Bidder must inform himself fully of the conditions relating to the construction and labor under which the work will be performed; and in particular as to subsurface and groundwater conditions; failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the considerations and he makes his bid with a full knowledge of conditions, and the kind, quality, and quantity of work required.

It is also understood and agreed that the Bidder or the CONTRACTOR will not use any of the information made available to him, or obtained in any examination made by him, in any manner as a basis or ground of claim or demand of any nature against the OWNER or the ENGINEER, arising from or by reason of any variance which may exist between the information offered and the actual materials or structures encountered during construction.

4.05 *Reference Points*

Part A: Add the following after “provide” in the first line:

“, if available,”

Add the following paragraphs:

“B. ENGINEER may check the lines, elevations, reference marks, batter boards, etc., set by CONTRACTOR, and CONTRACTOR shall correct any errors disclosed by such check. Such a check shall not be considered as approval of CONTRACTOR’s work and shall not relieve CONTRACTOR of the responsibility for accurate construction of the entire Work. CONTRACTOR shall furnish personnel to assist ENGINEER in checking lines and grades.”

“C. No separate payment will be made to the CONTRACTOR for the cost of establishing lines and grades or for the cost of assisting the ENGINEER in checking of such work or for the delay in checking such work, but the cost thereof shall be included in the prices bid for the various items.”

4.06 Hazardous Environmental Condition at Site.

G. Omit in its entirety and substitute the following: “Owner, in its sole discretion, shall have the right to dispose of the contamination, either on its own or through an independent Contractor, or negotiate a Change Order with the Contractor.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment and Other Bonds*

Part A: Add the following after “payment bonds” in the first line:

“within ten (10) working days of Notice of Award”.

Delete the second sentence and replace with the following:

“The Performance Bond shall remain in effect until completion and acceptance by the OWNER as specified in paragraph 14.07”.

Add the following Paragraphs to Section 5.01:

“D. As surety that the CONTRACTOR will faithfully maintain the Work during the twelve (12) month Correction Period, the CONTRACTOR agrees to furnish to the OWNER before final payment shall be made under the terms of this Contract, a suitable Maintenance Bond in the amount of one hundred percent (100%) of the Contract price less the amount of the Environmental Maintenance Bond, with a surety company (licensed by the Commissioner of Banking and Insurance of New Jersey), as surety, running from the date of substantial completion to date twelve (12) months after the date of substantial completion and acceptance as herein before described.

The CONTRACTOR shall note that the form of Maintenance Bond shall be approved by the OWNER prior to the execution thereof by the CONTRACTOR and acceptance thereof by the OWNER. Should the CONTRACTOR fail to commence within one week of notice from the OWNER to make the repairs or replacements required under the terms of the Correction Period set forth above, the OWNER may have said replacements made or repairs done and the expense thereof shall paid by the CONTRACTOR or by the CONTRACTOR’s Surety.”

“E. The Environmental Maintenance Bond, furnished by the Contractor shall be supplied in the amount of \$25,000 or 50% of the bid price for the Environmental Protection bid items, whichever is greater, and shall remain in full force and effect for one (1) year beyond the end of the Correction Period”.

5.03 *Certificates of Insurance*

Add the following paragraph to 5.03:

“F. Wherever in this Article the terms “The Insured” and OWNER occurs with respect to coverage in a policy, it shall mean the OWNER and its agent and agencies, all municipalities where work is being performed under the contract, the ENGINEER, and any other parties specifically designated below, who shall be named as insured in each policy issued. The insurance policies required herein shall not contain any Third Party Beneficiary Exclusion. The State of New Jersey and its venues, employees and officers shall be named insured on each certificate of Insurance.”

5.04 *CONTRACTOR’s Insurance*

Add the following to the end of the paragraph of Part A:

“The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:”

Add the following to Part A, Subparts 1 and 2:

- “Workers’ Compensation
- | | | |
|-----|-----------------------|--------------|
| (1) | Worker’s Compensation | Statutory |
| (2) | Employer’s Liability | \$2,000,000” |

Add the following to Part A, Subparts 3, 4 and 5:

“Comprehensive General Liability including Premise/Operations; Explosion, Collapse and Underground Property Damage; Products/Completed Operations, Broad Form Contractual, Independent CONTRACTORS; Broad Form Property Damage; and Personal Injury liabilities:

- | | | |
|-----|--------------------|---|
| (1) | Bodily Injury: | \$2,000,000 Each Occurrence \$2,000,000 Annual Aggregate |
| (2) | Property Damage: * | \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate |

*Property Damage shall include Explosion, Collapse and Underground Coverages. Property Damage shall include property in the care, custody and control of the insured.

- | | | |
|-----|---|-------------------------------|
| (3) | Personal Injury, with employment exclusion deleted. | \$2,000,000 Annual Aggregate” |
|-----|---|-------------------------------|

Add the following to Part A, Subparts 6:

“Comprehensive Automobile Liability including all owned (private and others), hired and non-owned vehicles:

- | | | |
|-----|-----------------|--|
| (1) | Bodily Injury | \$1,000,000 Each Person \$2,000,000 Each Accident |
| (2) | Property Damage | \$1,000,000 Each Occurrence” |

Add the following Paragraph to Part B:

“7. CONTRACTOR may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with paragraph 5.04. Evidence of such excess liability shall be delivered to OWNER in accordance with paragraph 5.03 in the form of a certificate indicating the policy numbers and limits of liability of all underlying insurance. The umbrella liability insurance shall have a combined single limit of not less than \$5,000,000.”

5.05 *OWNER’s Liability Insurance*

Delete Part A of Section 5.05 in its entirety and insert the following in its place:

A. CONTRACTOR shall purchase and maintain a separate OWNER’s Protective Liability Policy, issued to OWNER at the expense of CONTRACTOR, including

OWNER and ENGINEER as named insured. This insurance shall provide coverage for not less than the following amounts:

- | | | |
|----|-----------------|---|
| 1. | Bodily Injury | \$2,000,000 Each Occurrence |
| 2. | Property Damage | \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate |

5.06 *Property Insurance*

Delete the first sentence of Part A and replace with the following:

“CONTRACTOR shall purchase and maintain property insurance upon the Work at the site, written on the completed value form, in an amount equal to the total bid price for the completed construction.”

Add a sentence immediately after the paragraph of Part A, Subpart 2 as follows:

“The policy shall contain endorsements covering damage from flood and earthquake.”

Delete Part B in its entirety.

5.10 *Partial Utilization, Acknowledgement of Property Insurer*

Add a new paragraph as follows:

“B. OWNER will continually occupy all facilities involved in this project and will require temporary access to the Work prior to substantial completion. Endorsements to the property insurance policies provided by the CONTRACTOR that protect the interests of all parties shall be provided.”

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendent*

Add the following:

“C. CONTRACTOR will be held responsible for the conduct of all personnel on site employed by or through Contract. CONTRACTOR shall employ only competent persons to perform the work of this contract. Whenever OWNER shall notify CONTRACTOR, in writing, that any person on the work, including superintendents and other Supervisors, appears to be incompetent, disorderly, or who disregards the authority of the ENGINEER and/or OWNER, or is otherwise unsatisfactory, such person shall be removed from the Project within the time frame specified by the OWNER, and shall not again be employed on it except with the consent of OWNER.”

6.06 *Concerning Subcontractors, Suppliers and Others*

Change this Section Title to read ‘Concerning Assignment, Subcontractors, Suppliers and Others:’

Add the following to Part A:

“CONTRACTOR shall not assign, transfer, convey or otherwise dispose of the Contract, or of his legal right, title, or interest in or to the same or to any part thereof, without the prior written consent of the OWNER. CONTRACTOR shall not assign by power of attorney or otherwise any monies due him and payable under this Contract without the prior written consent of the OWNER. Such consent, if given, will in no way relieve the CONTRACTOR from any of the obligations of this Contract. OWNER shall not be bound to abide by or observe the requirements of any such assignment. Acceptance of any Subcontractor, other person or organization by OWNER shall not constitute a waiver of any right of OWNER to reject defective work.

The CONTRACTOR agrees that it is as fully responsible to OWNER for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

CONTRACTOR shall comply with the New Jersey Regulations governing minority and female CONTRACTOR and subcontractor participation on Construction Contracts as required by N.J.S.A. 52:32-17. The regulations, which are more specifically set forth in N.J.A.C. 17:14-1.1 et seq., are incorporated herein by reference and made a part hereof.”

Add the following changes to Part B:

First line, delete: “If the Supplementary Conditions”, and substitute “Contract Documents”. The fourth line, delete: “Supplementary Conditions”, and substitute “Contract Documents”.

6.07 *Patent Fees and Royalties*

Delete Part A in its entirety and substitute the following:

“A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the work of any invention, design, process, products or device which is the subject of patent rights or copyrights held by others. CONTRACTOR shall indemnify and hold harmless OWNER AND ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses, including attorney’s fees, arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work or furnished by him in fulfillment of the requirements of this Contract. In the event of any claim or action by law on account of such patents or fees, it is agreed that the OWNER may retain out of the monies which are or which may become due to the CONTRACTOR under this Contract, a sum of money sufficient to protect itself against loss, and to retain the same until said claims are paid or satisfactorily adjusted.”

6.09 *Laws and Regulations*

Delete Part B in its entirety and substitute the following:

“B. If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, he shall give ENGINEER prompt written notice thereof. If CONTRACTOR performs any work knowing it to be contrary to such Laws or Regulations, and without such notice to ENGINEER, he shall

bear all costs arising therefrom. The CONTRACTOR shall, at all times, observe and comply with and shall cause all his agents and employees and all his Subcontractors to observe and comply with all such existing Laws or Regulations, and shall protect and indemnify the OWNER and the ENGINEER and the municipalities in which work is being performed, and their officers and agents against any claim or liability arising from or based on the violation of any such Law or Regulation, whether by himself or his employees or any of his Subcontractors.”

Add the following paragraph:

“D. The CONTRACTOR shall keep itself fully informed of all existing and future state and Federal Laws and Regulations and Municipal Ordinances and Regulations, in any manner affecting the work and the persons engaged or employed in the work, or the materials used in the work, or in any affecting the performance of the work, either with respect to hours of labor or otherwise, and of all such laws, ordinances, regulations, orders and decrees, and shall protect and indemnify OWNER and their officers and agents against any claims or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by itself, or by its agents or employees.”

6.10 *Taxes*

Add the following to Part A:

“The materials and supplies to be used in the work of this contract are exempt from sales tax of the State of New Jersey. CONTRACTOR shall obtain the proper certificates, maintain the necessary records and otherwise comply with the requirements of state law.”

6.13 *Safety and Protection*

Add the following Paragraph:

“G. The CONTRACTOR throughout the work of this contract shall comply with the OWNER Safety Rules, as well as the Federal Occupational Safety and Health Act and the applicable New Jersey Department of Labor and Workforce Development Administrative Codes. The CONTRACTOR shall obtain a copy of the OWNER Safety Rules, these rules, including the wearing of protective head gear, shall be strongly enforced by the CONTRACTOR in respect to his own employees, Subcontractors employees, and other personnel engaged in business with the CONTRACTOR on OWNER’s property.

CONTRACTOR’s (and Subcontractors) personnel when on OWNER property shall prominently display Company name or logo on their safety helmet (hard hat).

All CONTRACTORs personnel shall wear OSHA approved hard hats and shall display a clearly visible company logo on the hat.

The CONTRACTORs attention is directed toward several New Jersey Labor and Workforce Development Department Administrative Codes that influence the conduct of his work in specific areas:

1. N.J.A.C. 12:100-9 – Work in Confined Space
2. N.J.A.C. 12:100-11 – Control of Hazardous Energy
(Electrical energy lockout and other energy sources such as steam, air, liquids)
3. N.J.A.C. 7:31-1-6 – Toxic Catastrophe Prevention Act.

Where portions of the work of the contract fall under the authority of these Administrative Codes for Public Employees, the CONTRACTOR shall at all times maintain safety standards for his employees equivalent to that imposed by the Codes. This includes, for example, monitoring of air in confined spaces with appropriate instrumentation for noxious or toxic gases, and lockout of hazardous energy such as electrical, steam, air, or liquids under pressure.

The CONTRACTOR shall be responsible for providing first aid, and emergency medical assistance for any of his employees injured on the work site. The CONTRACTOR shall be responsible for arranging emergency assistance with local hospitals, and/or EMT services. The CONTRACTOR's arrangements shall be submitted in writing, with required telephone numbers to OWNER's Security Department. OWNER Security will summon the CONTRACTOR's emergency personnel, if the CONTRACTOR calls OWNER Security from any in plant telephone.

CONTRACTOR's personnel will not be treated in the OWNER Dispensary for minor injuries, cuts or services."

6.15 *Hazardous Communication Program*

Add the following paragraph:

"B. All hazardous material whether sold, delivered, and/or used to perform a service on the OWNER site, shall be properly labeled in accordance with the New Jersey Worker and Community Right to Know (P.L. 1983, C315, N.J.S.A. 34:56A-1 et seq.). The bidder shall provide prior to arrival on site the Material Safety Data Sheets to the OWNER for all the products that he intends to utilize under this contract."

6.19 *CONTRACTOR's General Warranty and Guarantee*

After the first sentence of Part A add the following:

"All materials or equipment delivered to the site shall be accompanied by certificates, signed by an authorized officer of the supplier, and notarized guaranteeing that the materials or equipment conform to specification requirements. Such certificates shall be immediately turned over to the OWNER. Materials or equipment delivered to the site without such certificates will be subject to rejection."

Omit the entire second sentence of Part A.

6.20 *Indemnification*

Delete Part A in its entirety and substitute the following:

“A. To the fullest extent permitted by Laws and Regulations, and except for the willful misconduct of OWNER, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER’s Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of ENGINEERS, architects, attorneys and other professionals and all court or arbitration of other dispute resolution costs including appeals) caused by, arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.”

Add the following new Paragraphs as follows:

“D. Wherever in this Agreement a provision imposes upon the CONTRACTOR an obligation of indemnification, that obligation shall be as set forth in the preceding paragraphs of this provision. CONTRACTOR acknowledges that it is the intent of the parties that any indemnification obligation imposed upon CONTRACTOR pursuant to any provision of this Agreement shall be the broadest called for under this Agreement.

E. Nothing in the Contract Documents shall create or give to third parties any claim or right of action against the CONTRACTOR, the OWNER or the ENGINEER beyond such as may legally exist irrespective of the Contract.”

ARTICLE 7 – OTHER WORK AT THE SITE

7.02 *Coordination*

Delete this Section in its entirety.

ARTICLE 8 – OWNER’S RESPONSIBILITIES

8.02 *Replacement of ENGINEER*

Delete this Section in its entirety.

8.06 *Insurance*

Delete this Section in its entirety.

8.11 *Evidence of Financial Arrangements*

Delete this Section in its entirety.

ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

9.01 *OWNER’s Representative*

Delete Part A in its entirety and substitute the following:

“A. ENGINEER will be the OWNER’s representative during the construction period, and his instructions shall be carried into effect promptly and efficiently.”

9.03 *Project Representative*

Part A: In the first sentence delete "If OWNER and ENGINEER agree" and substitute "At OWNER's option".

Add the following paragraphs:

"B. The Resident Project Representative will serve as the ENGINEER's liaison with the CONTRACTOR, working principally through the CONTRACTOR's superintendent to assist him in understanding the intent of the Contract Documents.

C. The Resident Project Representative shall conduct on-site observations of the work in progress to confirm that the work is proceeding in accordance with the Contract Documents. He will have the authority to disapprove or reject defective work in accordance with Article 13."

9.09 *Limitations on ENGINEER's Authority and Responsibilities*

Add the following to Part E:

"Except upon written instructions of the ENGINEER, the Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, Subcontractors or CONTRACTOR's superintendent, or expedite the work.
4. Shall not advise on/or issue directions to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the work."

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

Add the following to the end of Part B:

"CONTRACTOR certifies that this claim is made in good faith, that the supporting data are accurate and complete to the best of CONTRACTOR's knowledge and belief, and that the amount or time requested accurately reflects the contract adjustment for which CONTRACTOR believes OWNER is liable."

ARTICLE 11 – COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

Delete the fourth sentence in the paragraph of Part A, Subpart 1 in its entirety and replace with the following:

Such employees shall include all labor categories listed in the New Jersey Department of Labor and Workforce Development Prevailing Wage Rate Determination.

Delete the second sentence in the paragraph of Part A, Subpart 3 “If required ... be acceptable.”

Delete Part A, Subpart 5a in its entirety.

Add the following before the last sentence of the paragraph of Part A, Subpart 5c:

“These rates shall include all fuel, lubricants, insurance, etc. Equipment rental charges shall not exceed the prorated monthly rental rates listed in the current edition of the “ ‘Compilation’ of Rental Rates for Construction Equipment” as published by the Associated Equipment Distributors. Charges per hour shall be determined by dividing the monthly rates by 176.”

Delete Part A, Subpart 5.f. in its entirety.

Delete Part A, Subpart 5.g. in its entirety.

Delete Part A, Subpart 5.h. in its entirety.

Delete Part A, Subpart 5.I. in its entirety

11.03 *Unit Price Work*

In Part D, Subpart 1, delete “materially and significantly”, and insert “by more than plus or minus twenty percent (20%)”.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change in Contract Price*

Delete part B, Subpart 2 in its entirety and replace with the following:

“2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed upon lump sum which includes an allowance for overhead and profit in accordance with paragraph 12.01.C.2”

Delete Part C, Subpart 1 in its entirety.

Add the following to Part C, Subpart 2.a.:

“CONTRACTOR’s fee shall not be applied to payroll taxes, social security contributions, or unemployment taxes. CONTRACTOR’s fee of fifteen percent shall not be applied to moveable equipment (i.e., cranes, furniture etc.) purchased and supplied to the OWNER under a change in the contract price or a construction allowance. CONTRACTOR will be allowed a five percent fee in this case.”

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR
ACCEPTANCE OF DEFECTIVE WORK

13.03 *Tests and Inspections*

Delete Part B in its entirety and substitute the following:

“B. OWNER shall employ and pay for all inspections and testing services specifically noted as such in the Contract. All others required shall be the responsibility of the CONTRACTOR.”

Delete Parts C and D in their entirety and substitute the following:

“C. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to be specifically inspected, tested or approved by any public entity, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval.

D. The OWNER reserves the right to independently perform at its own expense, laboratory tests on random samples of material or performance tests on equipment delivered to the site. These tests, if made, will be conducted in accordance with appropriate referenced standards or Specifications requirements. The entire shipment represented by a given sample, samples or piece of equipment may be rejected on the basis of the failure of samples or pieces of equipment to meet specified test requirements. All rejected materials or equipment shall be removed from the site, whether stored or installed in the work, and the required replacement shall be made, all at no additional cost to the OWNER.”

13.05 *OWNER May Stop the Work*

Insert the following in the third line between “Documents,” and “OWNER”:

“or if the work interferes with the operation of the existing facility”

Add the following at the end of the paragraph of Part A.

“If the OWNER stops work under Paragraph 13.05, Contractor shall be entitled to no extension of Contract Time or increase in Contract Price.”

13.06 *Corrections or Removal of Defective Work*

Add the following Paragraph:

“C. At any time during the progress of the work and up to the date of final acceptance, the ENGINEER shall have the right to reject any work which does

not conform to the requirements of the Contract Documents, even though such work has been previously inspected and paid for. Any omissions or failure on the part of the ENGINEER to disapprove or reject any work or materials at the time of inspection shall not be construed as an acceptance of any defective work or materials.”

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

Add the following at the end of the paragraph of Part A:

“The CONTRACTOR shall submit for the ENGINEER's approval, a complete breakdown of all Lump Sum Items in the Proposal. This breakdown, modified as directed by the ENGINEER, will be used as a basis for preparing estimates and establishing progress payments.

14.02 *Progress Payments*

A. Applications for Payments

Delete Subpart 3 in its entirety and substitute the following:

”3. Any Contract, the total price of which exceeds \$100,000.00, entered into by the OWNER involving the construction, reconstruction, alteration, repair or maintenance of any building, structure, facility or other improvement to real property, shall provide for partial payments to be made at least once each month as the work progresses, unless the contractor shall agree to deposit bonds with the contracting unit pursuant to P.L. 1979, c.152 (N.J.S.A.40A:11-16.2)

Application for Progress Payment request shall include the total amount of the work completed to the month prior to date of application for Progress Payment and the amount earned by the CONTRACTOR for the payment period. The payment period may conclude on the last day of the preceding month, or other mutually agreed upon day of the month accompanied by such data and supporting evidence as OWNER or ENGINEER may require.

Forms to be used shall be prepared by the CONTRACTOR and submitted to the ENGINEER for approval.

The OWNER shall withhold two (2) percent of the amount due on each application for Progress Payment pursuant to N.J.S.A. 40A: 11-16.3, unless the CONTRACTOR makes the deposits referred to in N.J.S.A. 40A:11-16.1. Such withholding shall be in addition to any retainage otherwise authorized by law or the Contract Documents.

The OWNER shall make payments to the CONTRACTOR once each month as the work progresses. Payment may be withheld at any time if the work is not proceeding in accordance with the Contract Documents.

The OWNER will not pay for equipment stored on or off-site and payments will be made on completed work only; unless by special approval. Upon application to the OWNER, the OWNER may, at its own discretion, approve payments for

stored equipment provided the equipment has been inspected and approved by the ENGINEER at its stored location.

Where instruction manuals and parts list are specified in the Contract Documents. Payment will not be made until approved Instruction Manuals and Parts Lists have been received and approved by OWNER.

The CONTRACTOR shall furnish evidence that payment received on the basis of materials and equipment not incorporated and suitably stored, has in fact been paid to the respective supplier(s) within thirty days of payment by OWNER. Failure to provide such evidence of payment may result in the withdrawal of previous approval(s) and removal of the cost of related materials and equipment from the next submitted application for Progress Payment.

Upon Substantial Completion the retainage withheld by the OWNER pursuant to N.J.S.A. 40A:11-16.3 shall be paid to the CONTRACTOR as provided by law. The OWNER may reinstate the retainage if it is determined that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such retainage.

The N.J.A.C. 7:14-2.8 requirements will be followed as needed.”

B. Review of Applications:

Add the following to Subpart 1:

“Should CONTRACTOR neglect to pay any undisputed claims, made in writing to OWNER within thirty days after completion of the Work, but continuing unsatisfied for a period of ninety days, OWNER may pay such claim and deduct the amount thereof from the balance due CONTRACTOR. OWNER may also, with the written consent of CONTRACTOR, use any monies retained, due, or to become due under this Contract for the purpose of paying for both labor and materials for the Work, for which claims have not been filed.

Security is provided both by the Payment Bond and the power of OWNER to retain any monies for claims, but payment by one shall in no way impair or discharge the liability of the other.

Any and all liens for work and materials may be paid off by OWNER within a reasonable time after filing for record in accordance with State and local laws, a notice of such liens except where claim on which the lien is filed is being litigated by CONTRACTOR, and in such case OWNER may pay the amount of any final judgement or decree or any such claim within reasonable time after such final judgement or decree shall be rendered.

All monies paid by the OWNER in settlement of liens as aforesaid, with the costs and expenses incurred by OWNER in connection therewith, shall be charged to CONTRACTOR, shall bear interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank, and shall be deducted from the next payment due CONTRACTOR under the terms of this Contract.”

14.03 *CONTRACTOR's Warranty of Title*

Add the following Paragraph to Section 14.03:

“B. The Application for payment shall be accompanied by such data, satisfactory to OWNER, as will establish OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. Each subsequent Application for Payment shall include an Affidavit of CONTRACTOR stating that all previous progress payments received on account of the work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment.

No materials or supplies for the Work shall be purchased by CONTRACTOR or Subcontractor subject to any chattel mortgage or under conditional sales contract or other agreement by which an interest is retained by the seller. CONTRACTOR warrants that he/she has good title to all materials and supplies used by him/her in the Work, free from all liens, claims or encumbrances.

CONTRACTOR shall indemnify and save OWNER harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers or machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. CONTRACTOR shall at OWNER's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If CONTRACTOR fails to do so, then OWNER may, after having served written notice on the said CONTRACTOR either pay unpaid bills, of which OWNER has written notice, direct, or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to CONTRACTOR shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon OWNER to either CONTRACTOR or his/her Surety.

In paying any unpaid bills of the CONTRACTOR, OWNER shall be deemed the agent of CONTRACTOR and any payment so made by the OWNER, shall be considered as payment made under the Contract by OWNER to CONTRACTOR and OWNER shall not be liable to CONTRACTOR for any such payment made in good faith.”

14.04 *Substantial Completion*

Delete Parts A, B, and C in its entirety and substitute the following:

“A. CONTRACTOR may, in writing to OWNER and ENGINEER, certify that the entire Project is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Project to determine the status of completion. If ENGINEER and OWNER do not consider the Project substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER and OWNER consider the Project substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion and the responsibilities between OWNER and CONTRACTOR for maintenance, heat and utilities. There shall be attached to the certificate a tentative list of items to

be completed or corrected before Substantial Completion, and the certificate shall fix the time within which such items shall be completed or corrected, said time to be within Contract Time.”

14.05 *Partial Utilization*

Delete Part A, and its subparts, in its entirety and substitute the following:

“A. Prior to Substantial Completion of the Project, OWNER may advise CONTRACTOR in writing to permit him to use a specified part of the Project which OWNER believes may be used without significant interference with construction of the other parts of the Project. Upon receipt of such notice, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Project is substantially complete and request the ENGINEER to issue a certificate of Substantial Completion for that part of the Project. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Project to determine its status of completion. If ENGINEER and OWNER do not consider that it is substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER and OWNER consider that part of the Project to be substantially complete, ENGINEER will execute and deliver to OWNER and CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, attaching thereto a tentative list of items to be completed or corrected before Substantial Completion of the entire Project and fixing the responsibility between OWNER and CONTRACTOR for maintenance and utilities as to that part of the Project. OWNER shall have the right to exclude CONTRACTOR from any part of the Project which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete items on the tentative list.”

14.07 *Final Payment*

Delete Part B, subpart 1 in its entirety and replace with the following:

“B. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will indicate in writing a recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within sixty-five days after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER.

No final or semi-final payment shall be made until the CONTRACTOR has executed and delivered a release to OWNER and every member, agent or employee thereof, from all claims and liability to the CONTRACTOR for

everything and anything done or furnished, or any act or neglect of OWNER or of any person relating to or affecting the work.

Before final or semi-final payment, the CONTRACTOR shall deliver to OWNER an affidavit of payment of all claims of suppliers and Subcontractors. In the event that any supplier or Subcontractor has not been paid and the claim is disputed by the CONTRACTOR, the CONTRACTOR shall submit all of the facts in its affidavit and OWNER shall be authorized, in the exercise of its discretion, to withhold from the payment the sum of money sufficient to guarantee payment of the claims. Nothing contained herein, however, shall incur any responsibility by OWNER to any materialman or Subcontractor, nor shall anything contained herein give rise to a cause of action by any Subcontractor or supplier against OWNER.

Before final acceptance and final or semi-final payment by OWNER, the CONTRACTOR shall deliver to OWNER a complete release of all liens arising out of the Contract. CONTRACTOR agrees that at no time shall any municipal liens, mechanic's liens, notices of intention, or secured instrument be filed against the work and should OWNER be compelled to remove or discharge a municipal lien, mechanic's lien, notice of intention or secured instrument, the CONTRACTOR shall reimburse OWNER for all costs.

Before final or semi-final payment, the CONTRACTOR shall deliver to OWNER a consent of the Surety to the final payment."

Upon acceptance of the work performed pursuant to the contract for which the CONTRACTOR has agreed to the withholding of payments pursuant to N.J.S.A. 40A:11-16.3 a., all amounts being withheld by the contracting unit shall be released and paid in full to the CONTRACTOR within 45 days of the final acceptance date agreed upon by the CONTRACTOR and the OWNER, without further withholding of any amounts for any purpose whatsoever, provided that the contract has been completed as indicated.

Delete Part C in its entirety.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.02 *OWNER may Terminate for Cause*

Add the following subparts to Part A:

"5. If the CONTRACTOR should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency.

6. If the CONTRACTOR should fail to make prompt payment to Subcontractors for material, labor or equipment rental.

7. If CONTRACTOR abandons the Work, or sublets this Contract or any part thereof, without the previous written consent of OWNER, or if the Contract or any claim thereunder shall be assigned by CONTRACTOR otherwise than as herein specified;"

Add the following to the end of Part F:

“The termination of the employment of the CONTRACTOR under the provisions of this paragraph shall not relieve the surety of its responsibility”.

Add the following Section to the end of Article 15:

“15.05 *Three (3) Days Notice:*

A. If the CONTRACTOR or his Subcontractors should neglect to prosecute the work properly or fail to perform any provisions of the Contract Documents, the OWNER, after three (3) days written notice to the CONTRACTOR may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the CONTRACTOR.”

ARTICLE 16 – DISPUTE RESOLUTION

16.01 – Methods and Procedures

Delete in its entirety and replace with the following:

“A. All Services under this Contract shall be performed to the satisfaction of the OWNER, which shall in all cases determine the amount and acceptability of the Services which is to be paid for hereunder, and decide all questions which may arise as to the fulfillment of this Agreement on the part of the CONTRACTOR, and its determination and decision thereon shall be final and conclusive, and such determination and decision, in case any question shall arise, shall be a condition precedent to the right of the CONTRACTOR to receive any money hereunder.”

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

Add the following subpart to Part A:

“3. No oral statement of any person whosoever shall in any manner or degree modify or otherwise affect the terms of this Contract. Any notice to the CONTRACTOR, from OWNER and ENGINEER, relative to any part of this Contract shall be in writing.”

Add the following Section to the end of Article 17:

17.07 CONTRACTOR's Legal Address

- A. Both the address given in the Bid Form upon which this Agreement is founded, and CONTRACTOR's office at or near the site of the Work are hereby designated as places to either of which notices, letters, and other communications to CONTRACTOR shall be certified, mailed, or delivered. The delivering at the above named place, or depositing in a postpaid wrapper directed to the first-named place, in any post office box regularly maintained by the post office department, of any notice, letter or other communication to CONTRACTOR shall be deemed sufficient service thereof upon CONTRACTOR; and the date of said service shall be the date of such delivery or mailing. The first-named address may be changed at any time by an instrument in writing, executed and

acknowledged by CONTRACTOR, and delivered to OWNER and ENGINEER. Nothing herein contained shall be deemed to preclude or render inoperative the service, of any notice, letter, or other communication upon CONTRACTOR personally.

Add the following additional Article:

ARTICLE 18 - LIQUIDATED DAMAGES

18.01 If the CONTRACTOR shall fail to complete the work within the Contract Time, or extension of time granted by the OWNER in accordance with Article 12, then the CONTRACTOR will pay to the OWNER the amount for damages as specified in the Agreement for each calendar day that the Contract work remains incomplete.

18.02 For the purposes of calculating the number of calendar days for damaged assessment, such calculation shall include the day on which date of completion occurs, but shall not include the day of scheduled completion.

18.03 Penalties and Fines

In the event OWNER is penalized by any governmental entity, including but not limited to the NJDEP, due to any act or omission by the CONTRACTOR, the CONTRACTOR shall be solely responsible for the payment of same. CONTRACTOR shall reimburse OWNER for payment of any such fine and penalty within ten (10) days of receiving notice of payment of such fine or penalty from OWNER. Any monies paid by the CONTRACTOR pursuant to this provision shall not relieve the CONTRACTOR of liability to OWNER for damages sustained by OWNER by virtue of any other provision of this Agreement.

Add the following additional Article:

ARTICLE 19 - FEDERAL AND STATE GOVERNMENT PROVISIONS

19.01 Affirmative Action Requirements

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, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor 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 or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

- B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
- a) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - b) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - c)) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - d) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - e) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
 - f) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - 1) The contractor or subcontractor shall interview the referred minority or women worker.
 - 2) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - 3) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO

Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

- 4) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- 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 Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

- D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

19.02 *Anti-Discrimination (N.J.S.A. 10:2-1)*

Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the CONTRACTOR agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this Contract, no CONTRACTOR, nor any person acting on behalf of such CONTRACTOR or Subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, sex, effectual or sexual orientation, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No CONTRACTOR, Subcontractor, nor any person on his behalf shall in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, sex, effectual or sexual orientation;
- c. There may be deducted from the amount payable to the CONTRACTOR by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidate in violation of the provisions of the contract; and
- d. This Contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the CONTRACTOR from the contracting public agency of any prior violation of this section of the contract.

19.03 *Foreign Corporations (N.J.S.A. 14A: 13-3)*

1. No foreign corporation shall have the right to transact business in this State until it shall have procured a certificate of authority so to do from the Secretary of State. A foreign corporation may be authorized to do in this State any business which may be done lawfully in this State by a domestic corporation, to the extent that it is authorized to do such business if the jurisdiction of its incorporation, but no other business.
2. Without excluding other activities which may not constitute transacting business in this State, a foreign corporation shall not be considered to be transacting

business in this State, for the purposes of this act, by reason of carrying on in this State any one or more of the following activities;

- a. maintaining, defining or otherwise participating in any action or proceeding, whether judicial, administrative, arbitral or otherwise, or effecting the settlement thereof or the settlement of claims or disputes;
 - b. holding meetings of its directors or shareholders;
 - c. maintaining bank accounts or borrowing money, with or without security, even if such borrowings are repeated and continuous transactions and even if such security has a situs in this State;
 - d. maintaining offices or agencies for the transfer, exchange and registration of its securities, or appointing and maintaining trustees or depositories with relation to its securities.
3. The specification in subsection 14A: 13-3(2) does not establish a standard for activities which may subject a foreign corporation to service of process or taxation in this State.

19.04 *Statement of Ownership (N.J.S.A. 52:25-24.2)*

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10 % or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until all names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed (see Section 00305).

19.05 *Use of Domestic Materials (N.J.S.A. 52:33-1 52:33-3)*

Notwithstanding any inconsistent provision of any law, and unless the head of the department, or other public officer charged with the duty by law, shall determine it to be inconsistent with the public interest, or the cost to be unreasonable, only domestic materials shall be acquired or used for any public work.

This section shall not apply with respect to domestic materials to be used for any public work, if domestic materials of the class or kind to be used are not mined, produced or manufactured, as the case may be, in the United States in commercial quantities and of a satisfactory quality.

Every contract for the construction, alteration, or repair of any public work in this state shall contain a provision that in the performance of the work the CONTRACTOR and all Subcontractors shall use only domestic material in the performance of the work; but if the head of the department or other public officer authorized by law to make the contract shall find that in respect to some particular domestic materials it is impracticable to make such requirement or that it would unreasonably increase the cost, an exception shall be noted in the specifications as to that particular material, and a public record made of the findings which justified the exception.

19.06 *Prevailing Wage Rates (N.J.S.A. 34:11-56.25)*

The Contractor shall pay not less than the prevailing wage rate to workers employed in the performance of any contract for the project, in accordance with the rate determined by the Commissioner of New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.25 et seq. OR the United States Secretary of Labor and Workforce Development pursuant to 29 CFR Part 5, whichever is greater. The Contractor shall refer to section 19.10 for the requirements of the Davis-Bacon Act.

In accordance with the New Jersey Prevailing Wage Act no worker shall be paid less than such prevailing rates (included in Contract Documents). In the event it is found that any CONTRACTOR covered by said contract paid a rate of wages less than the prevailing wage required to be paid, OWNER may terminate the CONTRACTOR's right to proceed with the contract, or such part of work as to which there has been a failure to pay required wages, and to prosecute the work to completion or otherwise. The CONTRACTOR and his sureties shall be liable to the OWNER for any excess cost occasioned thereby. Nothing in this act shall prohibit the payment of more than the prevailing rate to any worker employed on a public work.

The CONTRACTOR and Subcontractor shall post the prevailing wage rates for each craft and classification involved, as determined by the Commissioner of Labor and Workforce Development, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work, or at such place or places as are used by them to pay workmen their wages.

The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. requires that all public works employers shall submit a certified payroll record to the public body or lessor which contracted for the public work project each payroll period within ten (10) days of the payment of wages. The public body shall receive, file and make available for inspection during normal business hours the certified payroll records.

Attention is directed to the Prevailing Wage Rate List and to the applicable provision of "The New Jersey Prevailing Wage Act" N.J.S.A. 34:11-56.25 et. seq., governs the prevailing wage rates of wagers for workmen who are employed on this Project. The provisions of said Wage Act and Amendment thereto, shall be considered as part of this Contract and made part hereof.

The Bidder by submitting the Proposal represents to the OWNER that bidder is aware of the provision of said Wage Act with relation to prevailing rates of wages for workmen to be employed on this Project.

The Bidder further represents that in the event of any re-determination of such prevailing rates at any time before the execution and delivery of the Contract between the Bidder and the OWNER for the work of construction of the Project, or at any time thereafter, the new rates, if any, will become the applicable minimum rates for work performed thereafter under said Contract. No increase in the contract price will be claimed by the Bidder and no such increase in the contract price will be claimed by the Bidder and no such increase will be granted by the OWNER as a result of such determination.

Prospective bidders are advised to contact the New Jersey Department of Labor and Industry with respect to questions relating to the Wage Rate Determination.

19.07 *State Treasurer's List of Debarred, Suspended and Disqualified Bidders (N.J.S.A. 34: 11)*

The CONTRACTOR, or an officer or partner of the bidder shall not, at the time of the bid, be included on the State Treasurer's List of debarred, suspended, or disqualified bidders. The CONTRACTOR shall immediately notify the OWNER whenever it appears that the CONTRACTOR is on the State Treasurer's List. The CONTRACTOR may be debarred, suspended, or disqualified from contracting with the State and the Department if the CONTRACTOR commits any of the acts listed in N.J.A.C. 7:1-5.2. Enclosed with the State Wage Rate Determination is a list of contractors and subcontractors who are debarred from public works pursuant to N.J.S.A. 34:11-56.37 and 38, no contract will be awarded or made to the listed CONTRACTOR's or subcontractors.

APPENDIX A

PREVAILING WAGE RATES

A copy of the Bergen County, State and Federal Wage Rates are included in this Exhibit.

The CONTRACTOR is reminded that it is responsible to utilize the current and applicable rates for the work being performed.

THE PARTICULAR PREVAILING WAGE SCHEDULES
INCLUDED IN THIS CONTRACT ARE NOT REPRINTED HERE
DUE TO SIZE.

APPENDIX B

LIST OF DEBARRED CONTRACTORS AND SUBCONTRACTORS



State of New Jersey

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PO BOX 389
TRENTON, NEW JERSEY 08625-0389

September 7, 2017

LISTED CONTRACTORS AND SUBCONTRACTORS

PURSUANT TO N.J.S.A 34:11-56.37 AND 34:11-56.38 OF THE PREVAILING WAGE ACT

NO PUBLIC WORKS CONTRACT MAY BE AWARDED TO ANY OF THE FOLLOWING CONTRACTORS AND SUBCONTRACTORS OR TO ANY FIRM, CORPORATION OR PARTNERSHIP IN WHICH THEY HAVE AN INTEREST UNTIL THE EXPIRATION DATE GIVEN.

| <u>CONTRACTORS AND SUBCONTRACTORS</u> | <u>ADDRESS</u> | <u>EXPIRATION DATE</u> |
|---|--|------------------------|
| 360 Golf, LLC | 300 Mamaroneck Avenue, #733, White Plains, NY 10605 | 06/29/2018 |
| Michael Lenec, Partner | 300 Mamaroneck Ave, White Plains, NJ 10605 | |
| Devin Lemere, Partner | 300 Mamaroneck Ave, # 133, White Plains, NY 10605 | |
| A.V. Construction, Inc. | 12 Verduci Dr., Newtown, PA 18940 | 05/25/2018 |
| Michael Verduci, President | 12 Verduci Drive, Newtown, PA 18940 | |
| Ackerson Contracting Inc. | 182 Van Dyke Road, Hopewell, NJ 08525 | 03/05/2020 |
| Denise Ackerson, President | 182 Van Dyke Road, Hopewell, NJ 08525 | |
| Advantage Contracting & Entertainment Services Inc | 319 Terrace Street, Rahway, NJ 07065 | 05/07/2018 |
| John H. Madara, President | 319 Terrace St, Rahway, NJ 07065 | |
| Advantage Sport USA, Inc. | 1 Tigan Street, Winooski, VT 05404 | 01/19/2019 |
| Maurice Guariglia, Owner / Officer | 494 North Barbor Road, Colchester, VT 05446 | |
| All Jersey Fence Co. | 10 Route 46 West, Clifton, NJ 07011 | 09/14/2019 |
| Charles Viola, President | 266 Columbus Avenue, Hasbrouck Heights, NJ 07604 | |
| Agostino Ducato, Vice-President | 223 Spring Valley Road, Paramus, NJ 07652 | |
| Anchor Marine of Toms River | 1991 Rte-9, Toms River, NJ 08755 | 12/18/2019 |
| Lawarence Koos, Owner | 1391 White Oak Botton Rd, Tom River, NJ 08755 | |
| Antiveros Construction, Inc. | 677 Old Highway 64, Etowah, NC 28729 | 10/19/2018 |
| Donnie Antiveros, President | 677 Old Highway 64, Etowah, NC 28729 | |
| Olga Conteras, Vice-President | 677 Old Highway 64, Etowah, NC 28729 | |
| Apex Tower Services, Inc. | 245 Sharp Road, Marlton, NJ 08053 | 02/09/2019 |
| Richard Pluese, Vice-President | 66 E Cedar Avenue, Marlton, NJ 08053 | |
| Area Fuel | 207 Butler Ave, Staten Island, NY 10307 | 02/17/2018 |
| Paul Grillo, Owner | 207 Bulter Ave, St. Island, NY | |
| Paul Grillo, Owner | 207 Butlerr Ave, Staten Island, NY 10307 | |

CONTRACTORS AND SUBCONTRACTORS**ADDRESS****EXPIRATION DATE**

| | | |
|--|--|-------------------|
| Arete Development Inc. | 20 Industrial Road, Fairfield, NJ 07004 | 01/04/2019 |
| Arete Development Inc. | | |
| Justin Ettore, Vice-President | 52 Brass Castle Road, Washington, NJ 07882 | |
| John Ettore, Owner | 1453 Tooz Place, South Plainfield, NJ 07080 | |
| Matthew Ettore, Vice-President | 8 Brookside Drive, Warren, NJ 07059 | |
| Jonathan Ettore, President | 7 Craig Road, Readington, NJ 08853 | |
| Aztech Management, Inc. | 86 Christopher Street, Montclair, NJ 07042 | 11/17/2019 |
| Aztech Management, Inc. | | |
| Constantine Vivian, President | 86 Christopher Street, Montclair, NJ 07042 | |
| Barzzini Construction | 65 Fern St, Browns Mills, NJ 08015 | 09/15/2017 |
| | | |
| John Sorrentino, Owner | 65 Fern St, Browns Mills, NJ 08015 | |
| Bogert Millwork Company, Inc. | 105 Johnson Ave., Hackensack, NJ 07601 | 06/08/2019 |
| | | |
| Anthony Yaniero, Vice-President | 848 Bogert Road, River Edge, NJ 07661 | |
| Susan Yaniero, Owner | 848 Bogert Road, River Edge, NJ 07661 | |
| Brian Parker, LLC | 115 Ardmore Avenue, Haddonfield, NJ 08033 | 08/06/2020 |
| | | |
| Brian Parker, Owner | 115 Ardmore Avenue, Haddonfield, NJ 08033 | |
| Brian Patterson Mechanical Contracting, Inc. | 5 Cindy Lane, Ocean, NJ 07712 | 03/29/2018 |
| | | |
| Brian Patterson, President | 11 Arlene Drive, West Long Branch, NJ 07764 | |
| Brothers Landscaping | 169 Robertsville Rd., Freehold, NJ 07728 | 01/05/2018 |
| J.H. Brothers Inc. | | |
| Brad J. Moini, President | 101 Buttonwood Lane, Freehold, NJ 07728 | |
| Build Rite LLC | 16 Darlington Drive, Wayne, NJ 07470 | 01/17/2020 |
| | | |
| Louis Pacelli, Manager | 16 Darlington Drive, Wayne, NJ 07470 | |
| C & E Contracting, Inc. | PO Box 690, Boonton, NJ 07005 | 12/15/2018 |
| | | |
| Donald Fleming, President | 340 Reservoir Road, Boonton, NJ 07005 | |
| CAM Contractors Inc. | 179-15 Route 46 West, Suite 135, Rockaway, NJ 07866 | 12/06/2019 |
| | | |
| Michelle Gamache-Caravella, President | 179-15 Route 46, Suite 135, Rockaway, NJ 07866 | |
| Joseph Caravella, Manager | 179-15 Route 46, Rockaway, NJ 07866 | |
| Cam Flooring Installations LLC | 26 Washington Street, Long Branch, NJ 07718 | 08/31/2019 |
| | | |
| Jose Fernandes Da Silva, Owner | 26 Washington St., Long Branch, NJ 07718 | |
| Camelot Roofing, LLC | 1455 St. George Ave., Roselle, NJ 07203 | 02/17/2018 |
| | | |
| Juan J. Barquero, Owner | 533 South 5th Street, Elizabeth, NJ 07206 | |
| CertaPro Painters of South Jersey LLC | 910 Cedar Street, Millville, NJ 08332 | 02/03/2019 |
| | | |
| Mark Kahn, Owner | 910 Cedar Street, Millville, NJ 08332 | |
| Chanez Landscaping, LLC | PO Box 5646, New Brunswick, NJ 08903 | 09/23/2017 |
| | | |
| Noe Chanez, Principal | 55 Miller Ave., Somerset, NJ 08873 | |
| CJC Builders Corp. | 220 Mount Pleasant Ave., Newark, NJ 07104 | 01/07/2019 |
| | | |
| Curillo Guaman, Owner | 197 Broad Street, Newark, NJ 07104 | |
| Clifford Pool Tile & Coping LLC | 84 Tecumseh Trail, Medford Lakes, NJ 08055 | 08/16/2020 |
| | | |
| Clifford Alphonso, Owner | 84 Tecumseh Trail, Medford Lakes, NJ 08055 | |
| Cobra Communications & Installations, LLC | 26 Spencer Place, Garfield, NJ 07026 | 12/10/2017 |
| | | |
| Giovanny Bustos, Owner | 26 Spencer Place, Garfield, NJ 07026 | |
| Conex Construction Corp. | 265 Wilson Avenue, Kearny, NJ 07032 | 01/19/2019 |
| | | |
| Armando Piedade, President | 265 Wilson Avenue, Kearny, NJ 07032 | |
| Confortini Plumbing & Heating, LLC | 491 West County Drive, Somerville, NJ 08876 | 07/05/2019 |
| | | |
| Andrew Confortini, Vice-President | 491 West County Drive, Somerville, NJ 08876 | |
| Anthony Confortini, Owner | 41 Bunnvale Road, Clifton, NJ 07830 | |

CONTRACTORS AND SUBCONTRACTORS**ADDRESS****EXPIRATION DATE**

| | | |
|---|--|-------------------|
| Coons Construction, LLC William Coons, Owner | 23178 Summer View Circle, Three Springs, PA 17264 23178 Summer View Circle, Three Springs, PA 17264 | 04/06/2018 |
| Cougar Power and Electric, LLC Kevin F. Mandel, Owner | 126 Fountain Avenue, Piscataway, NJ 08854 186 Sunshine Drive, Piscataway, NJ 08854 | 01/05/2020 |
| CPS Mechanical Contractors, Inc. Margaret Sherman, President | 203 Woods Ave, Bergenfield, NJ 07621 203 Woods Avenue, Bergenfield, NJ 07621 | 12/15/2017 |
| CRC Concrete Raising of South Jersey, Inc. Theresa Frajdenberg, President | 110 South Harding Highway, Landisville, NJ 08326 110 South Harding Highway, Landisville, NJ 08326 | 02/01/2019 |
| Cunhas Construction Inc. Nuno Cunha, Owner | 35 Carmen Ct, Floor-1, Newark, NJ 07105 35 Carmen Ct., Newark, NJ 07105 | 10/22/2017 |
| D & S Oil Co., Inc. Dean V. Severino, Sr., President | 58 Borough Street, Rutherford, NJ 07070 136 Hackett Place, Rutherford, NJ 07070 | 07/17/2020 |
| Dane DeForest Demolition, Inc. Dane DeForest, President | 1508 Beaver Dam Road, Point Pleasant, NJ 08742 2406 Herbertsville Road, Point Pleasant, NJ 08742 | 02/15/2019 |
| DAS Industrial, LLC DAS Industrial Limited Liability Company Vincent Manganiello, Managing Member | 41 Pine Street, Rockaway, NJ 07866 2 Perona Road, Andover, NJ 07821 | 01/08/2020 |
| DCI Signs & Awnings Inc. Danny Castillo, President | 110 Riverside Avenue, Newark, NJ 07104-0710 645 Bancroft Road, Brick, NJ 08724 | 04/10/2020 |
| DG Construction & Renovations LLC Dean Gallo, Owner Harry Gallo, Secretary | 245 Emanuel St., Trenton, NJ 08610 245 Emanuel Street, Trenton, NJ 08610 245 Emanuel Street, Trenton, NJ 08610 | 04/04/2019 |
| DM Fernandes Contracts LLC Hugo Fernandes, Owner | 551 North Broad St, Elizabeth, NJ 07208 90 Willow Street, Carteret, NJ 07008 | 01/27/2018 |
| DVS Trucking Co., Inc. Dean V. Severino Sr. Dean V. Severino Sr., President Dean Severino, Jr., Vice-President | 58 Borough Street, Rutherford, NJ 07070 136 Hackett Place, Rutherford, NJ 07070 136 Hackett Place, Rutherford, NJ 07070 | 07/17/2020 |
| E & S Enterprises, LLC Helen Henriquez, Owner | P. O. Box 2050, Vineland, NJ 08360 101 South Orchard Road, Vineland, NJ 08360 | 01/27/2019 |
| Eddy Drywall, LLC Eddy Rodriguez, Member | 1100 W. 7th St., Apt. A9, Plainfield, NJ 07060 1100 W. 7th. St., Apt. A9, Plainfield, NJ 07063 | 05/13/2018 |
| Elite Demolition, LLC Stephen DiFilippi, Owner | 120 Springbrook Trail, Sparta, NJ 07871 120 Springbrook Trail, Sparta, NJ 07871 | 04/10/2020 |
| Elite Terrazzo Flooring, Inc. Christopher Picinic, Owner | 185 Fifth Ave., Paterson, NJ 07524 164 President Blvd, Washington Township, NJ 07676 | 10/18/2019 |
| Empire Construction Louis Malfitano, Owner | 560 Mountain Ave, North Caldwell, NJ 07006 560 Mountain Ave, North Caldwell, NJ 07006 | 09/06/2020 |
| Everest Masonry Construction, Inc. Rafael Ramos, President | 163 E Main Street, Suite 311, Little Falls, NJ 07424 120 Cantello Street, Union City, NJ 07087 | 11/08/2018 |
| Everest Masonry Constructors, Inc. Mark Rodrigues, President | 1 Orient Way, Suite 226, Rutherford, NJ 07070 523 Hamilton Avenue, Kingston, PA 18704 | 11/08/2018 |
| Felipe Villagomez owner Felipe Villagomez, Owner | 160 Lincoln Street, Bridgeton, NJ 08302 160 Lincoln Street, Bridgeton, NJ 08302 | 03/08/2019 |

CONTRACTORS AND SUBCONTRACTORS**ADDRESS****EXPIRATION DATE**

| | | |
|---|---|-------------------|
| Fittin Construction, LLC Sheree Severini-Fittin, Member Thomas Fittin, Owner / Officer | 2243 Edgar Rd, Point Pleasant Beach, NJ 08742 2243 Edgar Rd., Point Pleasant Beach, NJ 08742 2243 Edgar Rd, Point Pleasant Beach, NJ 08742 | 02/23/2019 |
| G.F.I. Siteworks, Inc. G.F.I. Siteworks, Inc. James DiLorenzo, Vice-President Salvatore A Casella III, President | P.O. Box 296, Clarksboro, NJ 08020 440 Mantua Avenue, Paulsboro, NJ 08066 362 Friendship Road, Clarksboro, NJ 08020 | 02/02/2019 |
| Galindo Const. LLC Gabino Galindo, Owner | 1025 E. 23rd St. #1, Paterson, NJ 07513 1025 E. 23rd St. #1, Paterson, NJ 07513 | 08/06/2018 |
| Gen II Contracting Co. Inc. Jaimie-Lyn Knight, President | 395 A Millstone Road, Clarksburg, NJ 08510 395 Millstone Road, Clarkshurg, NJ 08510 | 11/20/2019 |
| Griffin Sign, Inc. Michelle Angerame, President | 464 North Randolph Avenue, Cinnaminson, NJ 08077 12 Pendleton Court, Medford, NJ 08055 | 03/13/2019 |
| GST Power Service Group Inc. Lauchland Roberts, President | 2801 Remington Street, Suite #3, Fort Collins, CO 80525 2801 Remington Street, Suite 3, Fort Collins, CO 80526 | 05/03/2018 |
| H & D Waterproofing & Restoration Henry Reyes, Owner | 2110 Kerrigan Ave. Apt.3R, Union City, NJ 07087 2110 Kerrigan Ave. Apt.3R, Union City, NJ 07087 | 08/08/2020 |
| Harold Arenberg Inc. Jeffrey Arenberg, President Daniel Arenberg, Vice-President | 1711 Route 9 North, Swainton, NJ 08210 741 Dias Creek Road, Cape May Court House, NJ 08210 1711 Route 9 North, Swainton, NJ 08210 | 12/29/2019 |
| Heritage Hills Estates Frank Carpine, Owner | 3730 S. Delsea Dr, Vineland, NJ 08360 100 Liberty Dr, Millville, NJ 08332 | 01/03/2019 |
| HFC Painting Hugo Canabe, CEO | 696 Elm Street, Kearny, NJ 07032 696 Elm St, Kearny, NJ 07032 | 03/17/2018 |
| HFM Lahor Ready LLC HFM Labor Ready LLC Keith Ludwig, Member | 459 Rt 38 West, Maple Shade, NJ 08052 459 Rt 38 West, Maple Shade, NJ 08052 | 01/05/2018 |
| High Mountain Construction, Inc. | 296 Oakwood Avenue, North Haledon, NJ 07508 | 04/09/2020 |
| Highway Safety Systems Inc. William J. Doyle, President | 200 Pine Road, Hammonton, NJ 08037 200 Pine Rd., Hammonton, NJ 08037 | 12/16/2017 |
| Install It All. LLC Laurence Koos, Owner | 575 Prospect Street, Unit 261 B, Lakewood, NJ 08701 1391 White Oak Bottom Rd., Toms River, NJ 08755 | 12/18/2018 |
| Interstate Home Service Inc. Interstate Home Service Inc. Maurice Rolando, Owner | 165 Heights Avenue, Fair Lawn, NJ 07410 165 Height's Ave., Fair Lawn, NJ 07410 | 08/16/2018 |
| J & B Plumbing LLC Joseph Battista, Owner | 644 Cross Street, Lakewood, NJ 08701 11 Hummingbird Way, Jackson, NJ 08527 | 05/03/2018 |
| J G Roofing, LLC Manuel Chaguan, Owner | 85 Prospect Ave. Apt.1, Irvington, NJ 07111 85 Prospect Ave., Irvington, NJ 07111 | 04/25/2019 |
| J&D Plumbing & Heating Inc. John J. Benedetti Jr., President | 193 Natrona Avenue, Mercerville, NJ 08619 193 Natrona Avenue, Mercerville, NJ 08619 | 11/01/2018 |
| J. MOTA Construction, LLC | 1016 Highway 33, Freehold, NJ 07728 | 11/30/2019 |
| J.C. Maintenance & Repair Emanuel Cucco, Owner | 6725 13th Avenue, Brooklyn, NY 11219 1435 71st Street, Brooklyn, NY 11228 | 03/14/2019 |
| J.D.S Electric, Inc. Joe DeSalvo, Jr., Owner | 149 Montross Ave., Rutherford, NJ 07070 149 Montross Ave., Rutherford, NJ 07070 | 01/06/2018 |

CONTRACTORS AND SUBCONTRACTORS**ADDRESS****EXPIRATION DATE**

| | | |
|--|--|------------|
| Jack Mack Commercial Roofing, Inc. Gregorio Soto, Owner | 768 Courtlandt St., Perth Amboy, NJ 08861 153 Lewis Street, Perth Amboy, NJ 08861 | 03/17/2018 |
| Jamali Developers, LLC SUSPENDED PENDING DEBARMENT Hussain Burhanpurwala, Member | 238 Fresh Ponds Road, Suite 100, Monroe, NJ 08816 553 Marc Drive, North Brunswick, NJ 08902 | SUSPENDED |
| JB Contracting, Inc. William Allan Crayne, Partner Stanley Kapusta, President | 12 Commodore Drive, Lake Hopatcong, NJ 07849 178 Espanong Road, Lake Hopatcong, NJ 07849 12 Commodore Drive, Lake Hopatcong, NJ 07849 | 05/17/2020 |
| JC Builders James Chaney, President | 610 County Meadows Rd., Nicholls, GA 31554 610 County Meadows Rd., Nicholls, GA 31554 | 08/10/2018 |
| Jersey Heavy Drywall Ruben Gonzalez, Owner | 107 Jefferson Street, Passaic, NJ 07055 107 Jefferson Street, Passaic, NJ 07055 | 07/04/2020 |
| Jerzee Container Corp. SUSPENDED PENDING DEBARMENT Jon Whelan, Vice-President Sandra Morizzo, Member Thomas Whelan, President Joseph Filoon Jr, Manager | 123 Bartlett Avenue, West Creek, NJ 08092 48 8th Avenue, New York, NY 10014 165 Oak Ave, West Creek, NJ 08092 PO Box 155, Spring Lake, NJ 07762 195 Lakeshore Dr, Manahawkin, NJ 08050 | SUSPENDED |
| Jesus Aparicio-Santos, LLC Jesus Aparicio-Santos, Owner | 26 Sunset Street, South River, NJ 08882 26 Sunset Street, South River, NJ 08882 | 05/14/2020 |
| Joe Antonaccio Electric Joseph Antonaccio, President | 167 2nd St., Keyport, NJ 07735 167 2nd St., Keyport, NJ 07735 | 06/07/2019 |
| Johnson Tree Transplanting LLC Nathan Johnson, Owner Jessica Johnson, Member | 1340 LeJack Circle, Forest, VA 24551 5352 Lake Road, Newfield, NJ 08344 5352 Lake Road, Newfield, NJ 08344 | 07/14/2019 |
| JTG Scaffolding & Hoisting LLC Randy Garciga, Owner | 309 West Elizabeth Avenue, Linden, NJ 07036 13353 NE 17th Avenue, Miami, FL 33181 | 10/22/2017 |
| K & J Drywall Contractor, Inc. Jonny Ayala, Owner | 705 Taft Avenue, North Plainfield, NJ 07063 68 Westervelt Avenue, Plainfield, NJ 07060 | 03/16/2019 |
| K & S Fabrication & Welding, LLC Simon Walcott, Owner | 23 North Street, Bergenfield, NJ 07621 43 Fairview Avenue, Bergenfield, NJ 07621 | 01/12/2018 |
| Kitchen Crafters Plus d/b/a B&B Custom Cabinets Albert Brisebois, Owner | 1 Suydam Place, Aberdeen, NJ 07747 1 Suydam Place, Aberdeen, NJ 07747 | 05/31/2018 |
| Kosakowski Plumbing & Heating Inc. Edward Kosakowski, Owner | 27 Center Avenue, Morristown, NJ 07960 27 Center Avenue, Morristown, NJ 07960 | 07/12/2020 |
| KS Exteriors, LLC KS Exteriors, LLC Kris Brezinska, Owner | 650 Ohio Ave., Trenton, NJ 08638 650 Ohio Ave., Trenton, NJ 08638 | 03/08/2019 |
| Lab Construction Inc. Lee Barnes, President | 607 Jackson Road, Williamstown, NJ 08094 607 Jackson Road, Williamstown, NJ 08094 | 06/14/2020 |
| Latz Construction Services LLC SUSPENDED PENDING DEBARMENT Glen Latz, COO | 202 Edison Rd, Barnegat, NJ 08005 70 Adams Street, Norwood, NJ 07648 | SUSPENDED |
| Lombardi Enterprises, Inc. Alan Lombardi, President Ann Lombardi, Secretary | 2901 South Clinton Avenue, South Plainfield, NJ 07080 26 Whispering Way, Berkeley Heights, NJ 07922 26 Whispeiring Way, Berkeley Hights, NJ 07922 | 12/09/2017 |
| Low Bid, Inc. George McNulty, President | 125 East Broadway, Suite 507, Long Beach, NY 11561 125 East Broadway, Suite 507, Long Beach, NY 11561 | 08/18/2019 |

CONTRACTORS AND SUBCONTRACTORS**ADDRESS****EXPIRATION DATE**

| | | |
|--|--|------------|
| M.E. Group, LLC Segundo E. Llivicota, Member Manuel Quito, Member | 164 Polk St., Apt. 1, Newark, NJ 07105 164 Polk Street, Apt. #1, Newark, NJ 07105 164 Polk Street, Apt. 1, Newark, NJ 07105 | 06/29/2018 |
| Ma Na Lu Transportation Corporation Blanca Segarra, President | 799 Kearny Avenue, Apt #1, Kearny, NJ 07032 799 Kearny Ave., Apt 1, Kearny, NJ 07032 | 06/07/2019 |
| Matos Construction, LLC Wagner Matos Nimali Matos, Owner Wagner Matos, Owner | 77 Williamson Court, Bridgewater, NJ 08807 77 Williamson Court, Bridgewater, NJ 08807 77 Williamson Court, Bridgewater, NJ 08807 | 01/12/2020 |
| Mattina Construction LLC Vincent Mattina, Owner | 22 Toms River Road, Jackson, NJ 08527 22 Toms River Rd, Jackson, NJ 08527 | 12/14/2017 |
| McArthur Park, Inc./ dba Bleacherman Louis R. McArthur Jr., Owner / Officer | 105 Mill Street, Corinth, NY 12822 13 Luzerne Place, Hadley, NY 12835 | 11/01/2019 |
| McGarrigle's Carpet, LLC David McGarrigle, Owner | 1500 Carlene Street, Langhorne, PA 19047 1500 Carlene St., Langhorne, PA 19047 | 07/05/2020 |
| Metal Fab Atlantic LLC John Dever, Owner | 353 Zion Road, Egg Harbor Township, NJ 08234 1086 Mays Landing Road, Somers Point, NJ 08234 | 01/21/2018 |
| Metroplex Products Co. Inc. Peter Herring, President | 377 Deans Rhode Hall Road, Monroe, NJ 08831 164 South Moetz Drive, Milltown, NJ 08850 | 01/06/2018 |
| Metropolitan Stone & Tile, LLC Margaret Farina, Owner | 102 Richards Ave, Dover, NJ 07801 30 Monsignor Deluca Plaza, Nutley, NJ 07110 | 09/23/2018 |
| MNC General Contracting Inc. Maria Abreu, President | PO Box 503, Oakhurst, NJ 07755 2 Beach Haven Way, Waretown, NJ 08758 | 01/02/2020 |
| Mullen & Sons Contractors, Inc. John Mullen, Sr, President John Mullen, Jr., Owner | PO Box 773, West Caldwell, NJ 07006 45 Fairfield Place, West Caldwell, NJ 07006 45 Fairfield Place, West Caldwell, NJ 07006 | 02/28/2019 |
| NDA & Construction, LLC Nester Torres, Owner | 161 Thomas St, Unit 1, Newark, NJ 07114 161 Thomas St, Unit 1, Newark, NJ 07114 | 12/10/2017 |
| New Jersey State Flooring, Inc. Roy C. Apgar, President Cheryl Apgar, Vice-President | 109 Greentree Road, Brick, NJ 08724 109 Greentree Road, Brick, NJ 08724 109 Greentree Road, Brick, NJ 08724 | 02/10/2019 |
| Niceta Electric Joseph Niceta, Owner | 2119 Merritt Drive, Northfield, NJ 08225 2119 Merritt Drive, Northfield, NJ 08225 | 10/19/2018 |
| NT&P Construction Inc. Nicola Pengue, President | 105 White Oak Lane, Old Bridge, NJ 08857 4 Camelot Avenue, Monroe Township, NJ 08831 | 11/22/2018 |
| Ocean Blue Builders LLC John Riley Jr, Managing Member | 711 Carol Avenue, Oakhurst, NJ 07755 140 Harrison Avenue, Fair Haven, NJ 07704 | 11/05/2017 |
| Octagon Construction Octagon Construction Wojciech Puchajda, Owner | 10 Jeanette Street, Carteret, NJ 07008 10 Jeanette St., Carteret, NJ 07008 | 03/02/2018 |
| Old World Construction, Inc. Krzysztof Oprzadek, President Stanislaw Dziuba, Vice-President | P.O Box 35, Pennington, NJ 08534 19 Woodville Rd, Hopewell, NJ 08525 69 West Shore Drive, Pennington, NJ 08534 | 02/10/2018 |
| OTS-NJ, LLC OTS of New Jersey, LLC James T. O'Connor, Managing Member | 21 Traxler Street, Butler, OH 44822 707 Main Street, Avon-by-the-Sea, NJ 07717 | 07/04/2019 |

CONTRACTORS AND SUBCONTRACTORS**ADDRESS****EXPIRATION DATE**

| | | |
|---|--|-------------------|
| Paint-Pro, Inc. George Demetriades, President | P.O. Box 1288, East Windsor, NJ 08520 125 Heritage St., Robbinsville, NJ 08691 | 08/21/2020 |
| Palazzo Fence Co Troy Palazzo, Owner | 96 Taylor Dr, Levittown, PA 19054 96 Taylor Dr, Levittown, PA 19054 | 06/26/2019 |
| Patrick Concrete Constructors Inc. John Bell, President | 2455 State Route 21, Canandaigua, NY 14424 2455 State Route 21, Canandaigua, NY 14424 | 06/13/2020 |
| Paul F. Roscitt Electric, Inc. Paul F Roscitt, President | 262 Harmon Avenue, Fort Lee, NJ 07024 262 Harmon Avenue, Fort Lee, NJ 07024 | 11/08/2018 |
| Pax Construction Corp. Antonio Pereira, President Julio Pereira, Vice-President | 67 Highway 36, West Long Branch, NJ 07764 159 Locust Avenue, West Long Branch, NJ 07764 304 Crimson Circle, Oakhurst, NJ 07755 | 10/16/2017 |
| PER Construction LLC Manuel Pereira, Owner | 67 State Route 36, Suite #4, West Long Branch, NJ 07764 194 Monmouth Ave., Long Branch, NJ 07740 | 10/16/2017 |
| Perfection Erectors, LLC Perfection Erectors, LLC Marianne Cammarata, Manager Vincent Frank Cammarata, Owner | 349 West Prospect Avenue, Keyport, NJ 07735 349 W. Prospect Ave., Keyport, NJ 07735 349 W. Prospect Avenue, Keyport, NJ 07735 | 02/23/2019 |
| Perrone Trucking LLC James Perrone, Owner | 74 Glen Roy Road East, Fairfield, NJ 07004 74 Glenroy Road East, Fairfield, NJ 07004 | 10/27/2018 |
| Peter Vincent Peter Vincent, Owner | 129 Highland Ave, Jersey City, NJ 07306 129 Highland Ave, Jersey City, NJ 07306 | 04/26/2018 |
| Petric & Associates, Inc. Ellen Petric, President Steven Petric, Vice-President | 1162 Greenpond Road, Newfoundland, NJ 07435 1162 Greenpond Road, Newfoundland, NJ 07435 1162 Greenpond Road, Newfoundland, NJ 07435 | 06/07/2018 |
| PSM Rojas Construction, LLC Mikey Rojas, Operating Agent | 161 E. 16th St, Paterson, NJ 07524 161 East 16th St., Paterson, NJ 07524 | 12/06/2019 |
| Quality Plus Builders, Inc. Gerry G. Smith, President Laurie M. Smith, Vice-President | P.O. Box 1040, Weirsdale, FL 32195 16320 SE 162nd Ct., Weirsdale, FL 32195 16320 SE 162nd Ct., Weirsdale, FL 32195 | 01/26/2020 |
| R & B Construction Roxanne Lloyd, President | 2008 Carmel Road, Millville, NJ 08332 2008 Carmel Road, Millville, NJ 08332 | 06/10/2018 |
| Real Construction LLC Arkadiusz Chwedczuk, Owner | 1984 Whitesville Rd, Toms River, NJ 08757 716 11th Avenue, Toms River, NJ 08757 | 11/23/2017 |
| Remcon Enterprises LLC Joshua Jackson, President Jon Warbeck, Vice-President | 25 Pine Street, Suite 9, Rockaway, NJ 07866 4 Lynn Dr., Andover, NJ 07821 680 Pine Brook Road, Lincoln Park, NJ 07035 | 02/12/2020 |
| Resco, LLC Hallmark Electric, LLC David Peckham, Owner | P.O. Box 806, Old Saybrook, CT 06475 15 Elm Street, Old Saybrook, CT 06475 | 10/21/2018 |
| Retail Store Painting John Thomas, President | 202 Karen Drive, Scranton, PA 18505 202 Karen Drive, Scranton, PA 18505 | 01/12/2018 |
| Riano Brothers, LLC. Atanasia Lazo Gutierrez Luis Riano, President | 13 Poppy Ave., Neptune, NJ 07753 13 Poppy Ave., Neptune, 07753 | 02/25/2018 |
| Rizzo New York Inc. Rizzo New York Inc. Rizwan Ahmad, President | 109-02 Jamaica Avenue, Richmond Hill, NY 11418 9157 97th St, Wood Haven, NY 11421 | 01/19/2019 |

CONTRACTORS AND SUBCONTRACTORS**ADDRESS****EXPIRATION DATE**

| | | |
|---|--|-------------------|
| Robert M. Mesmer, LLC Robert Mesmer, Managing Member | 24 Sand Bridge Rd., Elmer, NJ 08318 24 Sand Bridge Road, Elmer, NJ 08318 | 12/11/2017 |
| Ronccone Construction, L.L.C. Ronccone Construction, L.L.C. Leonardo Marques Ronccone, Managing Member | 275 Chestnut St., Store B #113, Newark, NJ 07114 192 Emmet St., Newark, NJ 07105 | 02/02/2018 |
| RW Assembly & Install LLC Richard Weling Richard Weling, Owner | 110 Stevens Avenue, Cedar Grove, NJ 07009 110 Stevens Avenue, Cedar Grove, NJ 07009 | 07/12/2020 |
| S & S Electric, LLC Al Shan, President | 108 Oak Glen Road, Toms River, NJ 08753 108 Oak Glen Road, Toms River, NJ 08753 | 01/12/2018 |
| Sandora & Spina Contracting Inc. Edward Sandora, President | 15 North Branch River Rd., Branchburg, NJ 08876 15 North Branch River Rd., Branchburg, NJ 08876 | 06/28/2018 |
| SDT Transport LLC Stephen Tripodi, Owner | 12 Clifford Rd, Wanaque, NJ 07465 12 Clifford Rd, Wanaque, NJ 07465 | 08/25/2019 |
| Seminole Construction, L.L.C. SUSPENDED PENDING DEBARMENT Sandra Morizzo, Managing Member Joseph Filoon Jr., Manager | 128 Bartlett Ave, West Creek, NJ 08092 165 Oak Ave., West Creek, NJ 08092 195 Lakeshore Dr, Manahawkin, NJ | SUSPENDED |
| Southern State Contracting Services LLC Joseph F. Gleason Jr., President | 51 Pine Dr S., Brick, NJ 08723 51 Pine Dr. S, Brick, NJ 08724 | 06/26/2019 |
| Squillace Steel Fabricators, LLC Squillace Steel Fabricators, LLC Rachel Squillace, Manager Richard Squillace, President | 771 Amsterdam Avenue, Roselle, NJ 07203 771 Amsterdam Ave., Roselle Park, NJ 07203 771 Amsterdam Avenue, Roselle Park, NJ 07203 | 05/31/2019 |
| Steven Keares, Inc. Keares Electrical Contractor, Inc. Steven P. Keares, CEO | 633 Jeffers Circle, Exton, PA 19341 211 Downing Road, Downingtown, PA 19335 | 02/02/2020 |
| Steven Trucking Corp Fabian Martinez, President | 47 Railroad Ave, Netcong, NJ 07857 28 Bowlby Street, Dover, NJ 07801 | 10/17/2019 |
| Structural Building Supplies, LLC. SUSPENDED PENDING DEBARMENT Glen Latz, COO | 202 Edison Road, Barnegat, NJ 08005 70 Adams Street, Norwood, NJ 07648 | SUSPENDED |
| Superior Environmental Development Corp. Eric T. McCully, Owner | 859 Route 130, Unit 117, East Windsor, NJ 08520 859 Rt. 130, Unit 117, East Windsor, 08520 | 09/12/2019 |
| Terra-Tech Construction, Inc. Tania Gaga, Vice-President Nicole Lucas, President | 265 Woodward Rd, Suite A, Manalapan, NJ 07726 121 Diamond Lane, Manalapan, NJ 07726 12 Red Fox Run, Manalapan, NJ 08857 | 03/17/2018 |
| Thomas Clark Fiberglass, LLC Thomas Clark, Owner / Officer | 145 Old Halfway Road, Barnegat, NJ 08005 145 Old Halfway Rd., Barnegat, NJ 08005 | 10/22/2017 |
| Timster Trucking Inc. SUSPENDED PENDING DEBARMENT Sandra Morizzo, Partner Joseph Filoon Jr., President | 128 Bartlett Avenue, West Creek, NJ 08092 165 Oak Ave, West Creek, 165 Oak Avenue, West Creek, NJ 08092 | SUSPENDED |
| TJB Air Conditioning And Heating Timothy Babbitt, Owner | 2305 Garry Rd. Suite A, Cinnaminson, NJ 08077 2305 Garry Rd. Suite A, Cinnaminson, NJ 08077 | 02/28/2019 |
| Todd Cable Construction, LLC Todd E. Warmingham, Owner | 151 Old State Rd., Newport, NY 13416 P.o. Box 215, Newport, NY 13416 | 04/26/2018 |
| Top Notch Tree & Landscape, LLC James Van Wyckhouse, Owner | 70 East Allendale Rd., Saddle River, NJ 07458 46 Tam O Shanter Rd, Mahwah, NJ 07430 | 12/06/2018 |

| <u>CONTRACTORS AND SUBCONTRACTORS</u> | <u>ADDRESS</u> | <u>EXPIRATION DATE</u> |
|--|---|-------------------------------|
| TQM Construction Corporation Balwant DeVre, President | 21 Patriot Xing, Rockaway, NJ 07866-4826 | 03/22/2019 |
| Trinity Paving, LLC Michele Doyle, Member | 21 Patriot Crossing, Rockaway, NJ 07866 245 Clayton Road, Monroeville, NJ 08343-2652 | 10/20/2017 |
| Turf Services Express LLC Sharleen Poppalardo, Managing Member | 115 Millstone Way, Monroeville, NJ 08343 26 North Broad Street, Medford, NJ 08055 | 03/26/2018 |
| Turfscapes LLC Jeffrey Grize, Owner | 11 Muirfield Court, Medford, NJ 08055 PO Box 950, Williamstown, NJ 08094 | 08/22/2019 |
| Twin Industries Jeanne Crispino, Vice-President | 3477 S. Blackhorse Pike, Williamstown, NJ 08094 15 Lewis Street, Eatontown, NJ 07724 | 04/04/2019 |
| Ultimate Roofing, LLC Paige Moriarty, Member | 15 Lewis Street, Eatontown, NJ 07724 1013 Grandview Avenue, Union, NJ 07083 | 12/12/2019 |
| Unique Contractors Unique Contractors Juan Garro, Owner | 1013 Grandview Avenue, Union, NJ 07083 3606 Academy Road, Philadelphia, PA 19154 | 01/11/2020 |
| Van Peenen Landscape Contractors, Inc. Van Peenen Landscape Contractors, Inc. Raymond Van Peenen, President | 3606 Academy Road, Philadelphia, PA 19154 555 Preakness Avenue,, Suite 210, Totowa, NJ 07512 | 11/22/2018 |
| Vision Construction Group, Inc. Vision Construction Group, Inc. Andrew Bello, President Gerard Chinsolo, Member | 3 Gates Place, Wayne, NJ 07470 10 Liberty Street, Edison, NJ 08837 | 08/27/2020 |
| Warbeck Construction Group LLC Jon J Warbeck, President | 2341 Achilles Street, Port Charlotte, FL 33980 674 Edgewood Place, North Brunswick, NJ 08902 | 02/28/2019 |
| Warren Contractors LLC Joseph Zawada, Manager | 63 Beaver Brook Road, Suite 305, Lincoln Park, NJ 07035 680 West Pine Brook Road, Lincoln Park, NJ 07035 | 06/14/2020 |
| Weather Tight Foam Insulation, Inc. Mohamed A. Abdou, Owner / Officer Tariq Adma, Owner / Officer | 85 Tracey Station Road, Manalapan, NJ 07726 211 Brewers Bridge Road, Jackson, NJ 08527 | 04/10/2020 |
| YP Construction Inc. Yun Ping Zheng, President | 1156 Livingston Avenue, North Brunswick, NJ 08902 222 Sanford Street, New Brunswick, NJ 08901 1582 Route 27, Edison, NJ 08817 | 06/29/2020 |

SUSPENDED PENDING DEBARMENT:

| <u>CONTRACTORS AND SUBCONTRACTORS</u> | <u>ADDRESS</u> | <u>SUSPEND DATE</u> |
|--|---|---------------------|
| Jamali Developers, LLC Hussain Burhanpurwala, Member | 238 Fresh Ponds Road, Monroe, NJ 08816 553 Marc Drive, North Brunswick, NJ 08902 | 01/11/2016 |
| Jerzee Container Corp. Sandra Morizzo, Member Jon Whelan, Vice-President Joseph Filoon Jr, Manager Thomas Whelan, President | 123 Bartlett Avenue, West Creek, NJ 08092 165 Oak Ave, West Creek, NJ 08092 48 8th Avenue, New York, NY 10014 195 Lakeshore Dr, Manahawkin, NJ 08050 PO Box 155, Spring Lake, NJ 07762 | 09/23/2016 |
| Latz Construction Services LLC Glen Latz, COO | 202 Edison Rd, Barnegat, NJ 08005 70 Adams Street, Norwood, NJ 07648 | 05/09/2017 |
| Seminole Construction, L.L.C. Sandra Morizzo, Managing Member Joseph Filoon Jr., Manager | 128 Bartlett Ave, West Creek, NJ 08092 165 Oak Ave., West Creek, NJ 08092 195 Lakeshore Dr, Manahawkin, NJ | 09/23/2016 |
| Structural Building Supplies, LLC. Glen Latz, COO | 202 Edison Road, Barnegat, NJ 08005 70 Adams Street, Norwood, NJ 07648 | 05/09/2017 |
| Timster Trucking Inc. Joseph Filoon Jr., President Sandra Morizzo, Partner | 128 Bartlett Avenue, West Creek, NJ 08092 165 Oak Avenue, West Creek, NJ 08092 165 Oak Ave, West Creek, | 09/23/2016 |

LIST OF DEBARRED OWNERS/OFFICERS

9/7/2017

| <u>Owners/ Officers</u> | <u>Address</u> | <u>Company Name</u> |
|------------------------------------|---|---|
| Mohamed A. Abdou, Owner / Officer | 1156 Livingston Avenue, N. Brunswick, NJ 08902 | Weather Tight Foam Insulation, Inc. |
| Maria Abreu, President | 2 Beach Haven Way, Waretown, NJ 08758 | MNC General Contracting Inc. |
| Denise Ackerson, President | 182 Van Dyke Road, Hopewell, NJ 08525 | Ackerson Contracting Inc. |
| Tariq Adna, Owner / Officer | 222 Sanford Street, New Brunswick, NJ 08901 | Weather Tight Foam Insulation, Inc. |
| Rizwan Ahmad, President | 9157 97th St, Wood Haven, NY 11421 | Rizzo New York Inc. |
| | | Rizzo New York Inc. |
| Clifford Alphonso, Owner | 84 Tescumseh Trail, Medford Lakes, NJ 08055 | Clifford Pool Tile & Coping LLC |
| Michelle Angerame, President | 12 Pendleton Court, Medford, NJ 08055 | Griffin Sign, Inc. |
| Donnie Antiveros, President | 677 Old Highway 64, Etowah, NC 28729 | Antiveros Construction, Inc. |
| Joseph Antonaccio, President | 167 2nd St., Keyport, NJ 07735 | Joe Antonaccio Electric |
| Jesus Aparicio-Santos, Owner | 26 Sunset Street, South River, NJ 08882 | Jesus Aparicio-Santos, LLC |
| Roy C. Apgar, President | 109 Greentree Road, Brick, NJ 08724 | New Jersey State Flooring, Inc. |
| Cheryl Apgar, Vice-President | 109 Greentree Road, Brick, NJ 08724 | New Jersey State Flooring, Inc. |
| Daniel Arenberg, Vice-President | 1711 Route 9 North, Swainton, NJ 08210 | Harold Arenberg Inc. |
| Jeffrey Arenberg, President | 741 Dias Creek Road, Cape May Court House, NJ 08210 | Harold Arenberg Inc. |
| Jonny Ayala, Owner | 68 Westervelt Avenue, Plainfield, NJ 07060 | K & J Drywall Contractor, Inc. |
| Timothy Babbitt, Owner | 2305 Garry Rd. Suite A, Cinnaminson, NJ 08077 | TJB Air Conditioning And Heating |
| Lee Barnes, President | 607 Jackson Road, Williamstown, NJ 08094 | Lab Construction Inc. |
| Juan J. Barquero, Owner | 533 South 5th Street, Elizabeth, NJ 07206 | Camelot Roofing, LLC |
| Joseph Battista, Owner | 11 Hummingbird Way, Jackson, NJ 08527 | J & B Plumbing LLC |
| John Bell, President | 2455 State Route 21, Canandaigua, NY 14424 | Patrick Concrete Constructors Inc. |
| Andrew Bello, President | 2341 Achilles Street, Port Charlotte, FL 33980 | Vision Construction Group, Inc. |
| | | Vision Construction Group, Inc. |
| John J. Benedetti Jr., President | 193 Natrona Avenue, Mercerville, NJ 08619 | J&D Plumbing & Heating Inc. |
| Kris Brezinska, Owner | 650 Ohio Ave., Trenton, NJ 08638 | KS Exteriors, LLC |
| | | KS Exteriors, LLC |
| Albert Brisebois, Owner | 1 Suydam Place, Aberdeen, NJ 07747 | Kitchen Crafters Plus d/b/a B&B Custom Cabinets |
| Hussain Bnrhanpurwala, Member | 553 Marc Drive, North Brunswick, NJ 08902 | Jamali Developers, LLC |
| | | SUSPENDED PENDING DEBARMENT |
| Giovanny Bustos, Owner | 26 Spencer Place, Garfield, NJ 07026 | Cobra Communications & Installations, LLC |
| Marianne Cammarata, Manager | 349 W. Prospect Ave., Keyport, NJ 07735 | Perfection Erectors, LLC |
| | | Perfection Erectors, LLC |
| Vincent Frank Cammarata, Owner | 349 W. Prospect Avenue, Keyport, NJ 07735 | Perfection Erectors, LLC |
| | | Perfection Erectors, LLC |
| Hugo Canabe, CEO | 696 Elm St, Kearny, NJ 07032 | HFC Painting |
| Joseph Caravella, Manager | 179-15 Route 46, Rockaway, NJ 07866 | CAM Contractors Inc. |
| Frank Carpine, Owner | 100 Liberty Dr, Millville, NJ 08332 | Heritage Hills Estates |
| Salvatore A Casella III, President | 362 Friendship Road, Clarksboro, NJ 08020 | G.F.I. Siteworks, Inc. |
| | | G.F.I. Siteworks, Inc. |
| Danny Castillo, President | 645 Bancroft Road, Brick, NJ 08724 | DCI Signs & Awnings Inc. |
| Manuel Chaguan, Owner | 85 Prospect Ave., Irvington, NJ 07111 | J G Roofing, LLC |
| James Chaney, President | 610 County Meadows Rd., Nicholls, GA 31554 | JC Builders |
| Noe Chanez, Principal | 55 Miller Ave., Somerset, NJ 08873 | Chanez Landscaping, LLC |
| Gerard Chiusolo, Member | 674 Edgewood Place, North Brunswick, NJ 08902 | Vision Construction Group, Inc. |
| | | Vision Construction Group, Inc. |
| Arkadiusz Chwedczuk, Owner | 716 11th Avenue, Tomis River, NJ 08757 | Real Construction LLC |
| Thomas Clark, Owner / Officer | 145 Old Halfway Rd., Barnegat, NJ 08005 | Thomas Clark Fiberglass, LLC |
| Andrew Confortini, Vice-President | 491 West County Drive, Somerville, NJ 08876 | Confortini Plumbing & Heating, LLC |
| Anthony Confortini, Owner | 41 Bunnvale Road, Clifton, NJ 07830 | Confortini Plumbing & Heating, LLC |
| Olga Conteras, Vice-President | 677 Old Highway 64, Etowah, NC 28729 | Antiveros Construction, Inc. |
| William Coons, Owner | 23178 Summer View Circle, Three Springs, PA 17264 | Coons Construction, LLC |

| <u>Owners/ Officers</u> | <u>Address</u> | <u>Company Name</u> |
|---------------------------------------|---|--|
| William Allan Crayne, Partner | 178 Espanong Road, Lake Hopatcong, NJ 07849 | JB Contracting, Inc. |
| Jeanne Crispino, Vice-President | 15 Lewis Street, Eatontown, NJ 07724 | Twin Industries |
| Emanuel Cucco, Owner | 1435 71st Street, Brooklyn, NY 11228 | J.C. Maintenance & Repair |
| Nuno Cunha, Owner | 35 Carmen Ct., Newark, NJ 07105 | Cunhas Construction Inc. |
| Jose Fernandes Da Silva, Owner | 26 Washington St., Long Branch, NJ 07718 | Cam Flooring Installations LLC |
| Dane DeForest, President | 2406 Herbertsville Road, Point Pleasant, NJ 08742 | Dane DeForest Demolition, Inc. |
| George Demetriades, President | 125 Heritage St., Robbinsville, NJ 08691 | Paint-Pro, Inc. |
| Joe DeSalvo, Jr., Owner | 149 Montross Ave., Rutherford, NJ 07070 | J.D.S Electric, Inc. |
| John Dever, Owner | 1086 Mays Landing Road, Somers Point, NJ 08234 | Metal Fab Atlantic LLC |
| Balwant DeVre, President | 21 Patriot Crossing, Rockaway, NJ 07866 | TQM Construction Corporation |
| Stephen DiFilippi, Owner | 120 Springbrook Trail, Sparta, NJ 07871 | Elite Demolition, LLC |
| James DiLorenzo, Vice-President | 440 Mantua Avenue, Paulsboro, NJ 08066 | G.F.I. Siteworks, Inc. |
| | | G.F.I. Siteworks, Inc. |
| Michele Doyle, Member | 115 Millstone Way, Monroeville, NJ 08343 | Trinity Paving, LLC |
| William J. Doyle, President | 200 Pine Rd., Hammonton, NJ 08037 | Highway Safety Systems Inc. |
| Agostino Ducato, Vice-President | 223 Spring Valley Road, Paramus, NJ 07652 | All Jersey Fence Co. |
| Stanislaw Dziuba, Vice-President | 69 West Shore Drive, Pennington, NJ 08534 | Old World Construction, Inc. |
| Justin Ettore, Vice-President | 52 Brass Castle Road, Washington, NJ 07882 | Arete Development Inc. |
| | | Arete Development Inc. |
| John Ettore, Owner | 1453 Tooz Place, South Plainfield, NJ 07080 | Arete Development Inc. |
| | | Arete Development Inc. |
| Matthew Ettore, Vice-President | 8 Brookside Drive, Warren, NJ 07059 | Arete Development Inc. |
| | | Arete Development Inc. |
| Jonathan Ettore, President | 7 Craig Road, Readington, NJ 08853 | Arete Development Inc. |
| | | Arete Development Inc. |
| Margaret Farina, Owner | 30 Monsignor Deluca Plaza, Nutley, NJ 07110 | Metropolitan Stone & Tile, LLC |
| Hugo Fernandes, Owner | 90 Willow Street, Carteret, NJ 07008 | DM Fernandes Contracts LLC |
| Joseph Filoon Jr, Manager | 195 Lakeshore Dr, Manahawkin, NJ 08050 | Jerzee Container Corp. |
| | | SUSPENDED PENDING DEBARMENT |
| Joseph Filoon Jr., President | 165 Oak Avenue, West Creek, NJ 08092 | Timster Trucking Inc. |
| | | SUSPENDED PENDING DEBARMENT |
| Joseph Filoon Jr., Manager | 195 Lakeshore Dr, Manahawkin, NJ | Seminole Construction, L.L.C. |
| | | SUSPENDED PENDING DEBARMENT |
| Thomas Fittin, Owner / Officer | 2243 Edgar Rd, Point Pleasant Beach, NJ 08742 | Fittin Construction, LLC |
| Donald Fleming, President | 340 Reservoir Road, Boonton, NJ 07005 | C & E Contracting, Inc. |
| Theresa Frajdenberg, President | 110 South Harding Highway, Landisville, NJ 08326 | CRC Concrete Raising of South Jersey, Inc. |
| Tania Gaga, Vice-President | 121 Diamond Lane, Manalapan, NJ 07726 | Terra-Tech Construction, Inc. |
| Gabino Galindo, Owner | 1025 E. 23rd St. #1, Paterson, NJ 07513 | Galindo Const. LLC |
| Dean Gallo, Owner | 245 Emanuel Street, Trenton, NJ 08610 | DG Construction & Renovations LLC |
| Harry Gallo, Secretary | 245 Emanuel Street, Trenton, NJ 08610 | DG Construction & Renovations LLC |
| Michelle Gamache-Caravella, President | 179-15 Route 46, Suite 135, Rockaway, NJ 07866 | CAM Contractors Inc. |
| Randy Garciga, Owner | 13353 NE 17th Avenue, Miami, FL 33181 | JTG Scaffolding & Hoisting LLC |
| Juan Garro, Owner | 3606 Academy Road, Philadelphia, PA 19154 | Unique Contractors |
| | | Unique Contractors |
| Joseph F. Gleason Jr., President | 51 Pine Dr. S, Brick, NJ 08724 | Southern State Contracting Services LLC |
| Ruben Gonzalez, Owner | 107 Jefferson Street, Passaic, NJ 07055 | Jersey Heavy Drywall |
| Paul Grillo, Owner | 207 Butlerr Ave, Staten Island, NY 10307 | Area Fuel |
| Paul Grillo, Owner | 207 Bulter Ave, St. Island, NY | Area Fuel |
| Jeffrey Grize, Owner | 3477 S. Blackhorse Pike, Williamstown, NJ 08094 | Turfscapes LLC |
| Curillo Guaman, Owner | 197 Broad Street, Newark, NJ 07104 | CJC Builders Corp. |
| Maurice Guariglia, Owner / Officer | 494 North Barbor Road, Colchester, VT 05446 | Advantage Sport USA, Inc. |
| Helen Henriquez, Owner | 101 South Orchard Road, Vineland, NJ 08360 | E & S Enterprises, LLC |
| Peter Herring, President | 164 South Moetz Drive, Milltown, NJ 08850 | Metroplex Products Co. Inc. |
| Joshua Jackson, President | 4 Lynn Dr., Andover, NJ 07821 | Remcon Enterprises LLC |

Owners/ Officers**Address****Company Name**

| | | |
|--|--|--|
| Jessica Johnson, Member | 5352 Lake Road, Newfield, NJ 08344 | Johnson Tree Transplanting LLC |
| Nathan Johnson, Owner | 5352 Lake Road, Newfield, NJ 08344 | Johnson Tree Transplanting LLC |
| Mark Kahn, Owner | 910 Cedar Street, Millville, NJ 08332 | CertaPro Painters of South Jersey LLC |
| Stanley Kapusta, President | 12 Commodore Drive, Lake Hopatcong, NJ 07849 | JB Contracting, Inc. |
| Steven P. Keares, CEO | 211 Downing Road, Downingtown, PA 19335 | Steven Keares, Inc. |
| | | Keares Electrical Contractor, Inc. |
| | | Gen II Contracting Co. Inc. |
| Jaimie-Lyn Knight, President | 395 Millstone Road, Clarksburg, NJ 08510 | Anchor Marine of Toms River |
| Lawrence Koos, Owner | 1391 White Oak Bottom Rd, Tom River, NJ 08755 | Install It All. LLC |
| Laurence Koos, Owner | 1391 White Oak Bottom Rd., Toms River, NJ 08755 | Kosakowski Plumbing & Heating Inc. |
| Edward Kosakowski, Owner | 27 Center Avenue, Morristown, NJ 07960 | Latz Construction Services LLC |
| Glen Latz, COO | 70 Adams Street, Norwood, NJ 07648 | SUSPENDED PENDING DEBARMENT |
| | | Structural Building Supplies, LLC. |
| | | SUSPENDED PENDING DEBARMENT |
| Glen Latz, COO | 70 Adams Street, Norwood, NJ 07648 | 360 Golf, LLC |
| | | 360 Golf, LLC |
| Devin Lemere, Partner | 300 Mamaroneck Ave, # 133, White Plains, NY 10605 | M.E. Group, LLC |
| Michael Lenec, Partner | 300 Mamaroneck Ave, White Plains, NJ 10605 | R & B Construction |
| Segundo E. Llivicota, Member | 164 Polk Street, Apt. #1, Newark, NJ 07105 | Lombardi Enterprises, Inc. |
| Roxanne Lloyd, President | 2008 Carniel Road, Millville, NJ 08332 | Lombardi Enterprises, Inc. |
| Alan Lombardi, President | 26 Whispering Way, Berkeley Heights, NJ 07922 | Terra-Tech Construction, Inc. |
| Ann Lombardi, Secretary | 26 Whispering Way, Berkeley Heights, NJ 07922 | HFM Labor Ready LLC |
| Nicole Lucas, President | 12 Red Fox Run, Manalapan, NJ 08857 | HFM Labor Ready LLC |
| Keith Ludwig, Member | 459 Rt 38 West, Maple Shade, NJ 08052 | Advantage Contracting & Entertainment Services Inc |
| | | |
| John H. Madara, President | 319 Terrace St, Rahway, NJ 07065 | Empire Construction |
| | | Cougar Power and Electric, LLC |
| Louis Malfitano, Owner | 560 Mountain Ave, North Caldwell, NJ 07006 | DAS Industrial, LLC |
| Kevin F. Mandel, Owner | 186 Sunshine Drive, Piscataway, NJ 08854 | DAS Industrial Limited Liability Company |
| Vincent Manganiello, Managing Member | 2 Perona Road, Andover, NJ 07821 | Steven Trucking Corp |
| | | Matos Construction, LLC |
| Fabian Martinez, President | 28 Bowlby Street, Dover, NJ 07801 | Wagner Matos |
| Nimali Matos, Owner | 77 Williamson Court, Bridgewater, NJ 08807 | Matos Construction, LLC |
| | | Wagner Matos |
| Wagner Matos, Owner | 77 Williamson Court, Bridgewater, NJ 08807 | Mattina Construction LLC |
| | | McArthur Park, Inc./ dba Bleacherman |
| Vincent Mattina, Owner | 22 Toms River Rd, Jackson, NJ 08527 | McGarrigle's Carpet, LLC |
| Louis R. McArthur Jr., Owner / Officer | 13 Luzerne Place, Hadley, NY 12835 | Low Bid, Inc. |
| David McGarrigle, Owner | 1500 Carlene St., Langhorne, PA 19047 | Robert M. Mesmer, LLC |
| George McNulty, President | 125 East Broadway, Suite 507, Long Beach, NY 11561 | Brothers Landscaping |
| Robert Mesmer, Managing Member | 24 Sand Bridge Road, Elmer, NJ 08318 | J.H. Brothers Inc. |
| Brad J. Moini, President | 101 Buttonwood Lane, Freehold, NJ 07728 | Ultimate Roofing, LLC |
| | | Timster Trucking Inc. |
| Paige Moriarty, Member | 1013 Grandview Avenue, Union, NJ 07083 | SUSPENDED PENDING DEBARMENT |
| Sandra Morizzo, Partner | 165 Oak Ave, West Creek, | Jerzee Container Corp. |
| | | SUSPENDED PENDING DEBARMENT |
| Sandra Morizzo, Member | 165 Oak Ave, West Creek, NJ 08092 | Seminole Construction, L.L.C. |
| | | |
| Sandra Morizzo, Managing Member | 165 Oak Ave., West Creek, NJ 08092 | SUSPENDED PENDING DEBARMENT |
| | | Mullen & Sons Contractors, Inc. |
| John Mullen, Jr., Owner | 45 Fairfield Place, West Caldwell, NJ 07006 | Mullen & Sons Contractors, Inc. |
| John Mullen, Sr, President | 45 Fairfield Place, West Caldwell, NJ 07006 | Niceta Electric |
| Joseph Niceta, Owner | 2119 Merritt Drive, Northfield, NJ 08225 | OTS-NJ, LLC |
| James T. O'Connor, Managing Member | 707 Main Street, Avon-by-the-Sea, NJ 07717 | OTS of New Jersey, LLC |
| | | Old World Construction, Inc. |
| Krzysztof Oprzadek, President | 19 Woodville Rd, Hopewell, NJ 08525 | Build Rite LLC |
| Louis Pacelli, Manager | 16 Darlington Drive, Wayne, NJ 07470 | Palazzo Fence Co |
| Troy Palazzo, Owner | 96 Taylor Dr, Levittown, PA 19054 | |

| <u>Owners/ Officers</u> | <u>Address</u> | <u>Company Name</u> |
|--------------------------------------|--|--|
| Brian Parker, Owner | 115 Ardmore Avenue, Haddonfield, NJ 08033 | Brian Parker, LLC |
| Brian Patterson, President | 11 Arlene Drive, West Long Branch, NJ 07764 | Brian Patterson Mechanical Contracting, Inc. |
| David Peckham, Owner | 15 Elm Street, Old Saybrook, CT 06475 | Resco, LLC |
| Nicola Pengue, President | 4 Camelot Avenue, Monroe Township, NJ 08831 | Hallmark Electric, LLC |
| Julio Pereira, Vice-President | 304 Crimson Circle, Oakhurst, NJ 07755 | NT&P Construction Inc. |
| Antonio Pereira, President | 159 Locust Avenue, West Long Branch, NJ 07764 | Pax Construction Corp. |
| Manuel Pereira, Owner | 194 Monmouth Ave., Long Branch, NJ 07740 | Pax Construction Corp. |
| James Perrone, Owner | 74 Glenroy Road East, Fairfield, NJ 07004 | PER Construction LLC |
| Ellen Petric, President | 1162 Greenpond Road, Newfoundland, NJ 07435 | Perrone Trucking LLC |
| Steven Petric, Vice-President | 1162 Greenpond Road, Newfoundland, NJ 07435 | Petric & Associates, Inc. |
| Christopher Picinic, Owner | 164 President Blvd, Washington Township, NJ 07676 | Petric & Associates, Inc. |
| Armando Piedade, President | 265 Wilson Avenue, Kearny, NJ 07032 | Elite Terrazzo Flooring, Inc. |
| Richard Pluese, Vice-President | 66 E Cedar Avenue, Marlton, NJ 08053 | Conex Construction Corp. |
| Sharleen Poppalardo, Managing Member | 11 Muirfield Court, Medford, NJ 08055 | Apex Tower Services, Inc. |
| Wojciech Puchajda, Owner | 10 Jeanette St., Carteret, NJ 07008 | Turf Services Express LLC |
| Manuel Quito, Member | 164 Polk Street, Apt. 1, Newark, NJ 07105 | Octagon Construction |
| Rafael Ramos, President | 120 Cantello Street, Union City, NJ 07087 | Octagon Construction |
| Henry Reyes, Owner | 2110 Kerrigan Ave. Apt.3R, Union City, NJ 07087 | M.E. Group, LLC |
| Luis Riano, President | 13 Poppy Ave., Neptune, NJ 07753 | Everest Masonry Construction, Inc. |
| John Riley Jr, Managing Member | 140 Harrison Avenue, Fair Haven, NJ 07704 | H & D Waterproofing & Restoration |
| Lauchland Roberts, President | 2801 Remington Street, Suite 3, Fort Collins, CO 80526 | Riano Brothers, LLC. |
| Mark Rodrigues, President | 523 Hamilton Avenue, Kingston, PA 18704 | Atanasia Lazo Gutierrez |
| Eddy Rodriguez, Member | 1100 W. 7th. St., Apt. A9, Plainfield, NJ 07063 | Ocean Blue Builders LLC |
| Mikey Rojas, Operating Agent | 161 East 16th St., Paterson, NJ 07524 | GST Power Service Group Inc. |
| Maurice Rolando, Owner | 165 Height's Ave., Fair Lawn, NJ 07410 | Everest Masonry Constructors, Inc. |
| Leonardo Marques Roncone, Managing | 192 Emmet St., Newark, NJ 07105 | Eddy Drywall, LLC |
| Paul F Roscitt, President | 262 Harmon Avenue, Fort Lee, NJ 07024 | PSM Rojas Construction, LLC |
| Edward Sandora, President | 15 North Branch River Rd., Branchburg, NJ 08876 | Interstate Home Service Inc. |
| Blanca Segarra, President | 799 Kearny Ave., Apt 1, Kearny, NJ 07032 | Interstate Home Service Inc. |
| Sheree Severini-Fittin, Member | 2243 Edgar Rd., Point Pleasant Beach, NJ 08742 | Ronccone Construction, L.L.C. |
| Dean V. Severino Sr., President | 136 Hackett Place, Rutherford, NJ 07070 | Ronccone Construction, L.L.C. |
| Dean Severino, Jr., Vice-President | 136 Hackett Place, Rutherford, NJ 07070 | Paul F. Roscitt Electric, Inc. |
| Dean V. Severino, Sr., President | 136 Hackett Place, Rutherford, NJ 07070 | Sandora & Spina Contracting Inc. |
| Al Shan, President | 108 Oak Glen Road, Toms River, NJ 08753 | Ma Na Lu Transportation Corporation |
| Margaret Sherman, President | 203 Woods Avenue, Bergenfield, NJ 07621 | Fittin Construction, LLC |
| Gerry G. Smith, President | 16320 SE 162nd Ct., Weirsdale, FL 32195 | DVS Trucking Co., Inc. |
| Laurie M. Smith, Vice-President | 16320 SE 162nd Ct., Weirsdale, FL 32195 | Dean V. Severino Sr. |
| John Sorrentino, Owner | 65 Fern St, Browns Mills, NJ 08015 | DVS Trucking Co., Inc. |
| Gregorio Soto, Owner | 153 Lewis Street, Perth Amboy, NJ 08861 | Dean V. Severino Sr. |
| Richard Squillace, President | 771 Amsterdam Avenue, Roselle Park, NJ 07203 | D & S Oil Co., Inc. |
| Rachel Squillace, Manager | 771 Amsterdam Ave., Roselle Park, NJ 07203 | S & S Electric, LLC |
| Eric T. McCully, Owner | 859 Rt. 130, Unit 117, East Windsor, NJ 08520 | CPS Mechanical Contractors, Inc. |
| John Thomas, President | 202 Karen Drive, Scranton, PA 18505 | Quality Plus Builders, Inc. |
| Nester Torres, Owner | 161 Thomas St, Unit 1, Newark, NJ 07114 | Quality Plus Builders, Inc. |
| Stephen Tripodi, Owner | 12 Clifford Rd, Wanaque, NJ 07465 | Barzzini Construction |
| | | Jack Mack Commercial Roofing, Inc. |
| | | Squillace Steel Fabricators, LLC |
| | | Squillace Steel Fabricators, LLC |
| | | Squillace Steel Fabricators, LLC |
| | | Squillace Steel Fabricators, LLC |
| | | Superior Environmental Development Corp. |
| | | Retail Store Painting |
| | | NDA & Construction, LLC |
| | | SDT Transport LLC |

Owners/ Officers**Address****Company Name**

| | | |
|---------------------------------|--|---|
| Raymond Van Peenen, President | 3 Gates Place, Wayne, NJ 07470 | Van Peenen Landscape Contractors, Inc. Van Peenen Landscape Contractors, Inc. Top Notch Tree & Landscape, LLC |
| James Van Wyckhouse, Owner | 46 Tam O Shanter Rd, Mahwah, NJ 07430 | A.V. Construction, Inc. |
| Michael Verduci, President | 12 Verduci Drive, Newtown, PA 18940 | Felipe Villagomez owner |
| Felipe Villagomez, Owner | 160 Lincoln Street, Bridgeton, NJ 08302 | Peter Vincent |
| Peter Vincent, Owner | 129 Highland Ave, Jersey City, NJ 07306 | All Jersey Fence Co. |
| Charles Viola, President | 266 Columbus Avenue, Hasbrouck Heights, NJ 07604 | Aztech Management, Inc. Aztech Management, Inc. |
| Constantine Vivian, President | 86 Christopher Street, Montclair, NJ 07042 | K & S Fabrication & Welding, LLC |
| Simon Walcott, Owner | 43 Fairview Avenue, Bergenfield, NJ 07621 | Remcon Enterprises LLC |
| Jon Warbeck, Vice-President | 680 Pine Brook Road, Lincoln Park, NJ 07035 | Warbeck Construction Group LLC |
| Jon J Warbeck, President | 680 West Pine Brook Road, Lincoln Park, NJ 07035 | Todd Cable Construction, LLC |
| Todd E. Warmingham, Owner | P.o. Box 215, Newport, NY 13416 | RW Assembly & Install LLC |
| Richard Weling, Owner | 110 Stevens Avenue, Cedar Grove, NJ 07009 | Richard Weling |
| Thomas Whelan, President | PO Box 155, Spring Lake, NJ 07762 | Jerzee Container Corp. SUSPENDED PENDING DEBARMENT |
| Jon Whelan, Vice-President | 48 8th Avenue, New York, NY 10014 | Jerzee Container Corp. SUSPENDED PENDING DEBARMENT |
| Anthony Yaniero, Vice-President | 848 Bogert Road, River Edge, NJ 07661 | Bogert Millwork Company, Inc. |
| Susan Yaniero, Owner | 848 Bogert Road, River Edge, NJ 07661 | Bogert Millwork Company, Inc. |
| Joseph Zawada, Manager | 211 Brewers Bridge Road, Jackson, NJ 08527 | Warren Contractors LLC |
| Yun Ping Zheng, President | 1582 Route 27, Edison, NJ 08817 | YP Construction Inc. |

APPENDIX C

USACE SECTION 10/404 PERMIT NJDEP – Waterfront Development Permit



STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
LAND USE REGULATION
OFFICE OF DREDGING & SEDIMENT TECHNOLOGY
Mail Code 401-06C, P.O. Box 420, Trenton, NJ 08625
Telephone: (609) 633-6801



PERMIT

| | | |
|---|---|--|
| <p>In accordance with the laws and regulations of the State of New Jersey, the Department of Environmental Protection hereby grants this permit to perform the activities described below. This permit is revocable with due cause and is subject to the limitations, terms and conditions listed below and on the attached pages. For the purpose of this document, "permit" means "approval, certification, registration, authorization, waiver, etc." Violation of any term, condition or limitation of this permit is a violation of the implementing rules and may subject the permittee to enforcement action.</p> | | Approval Date 12/01/2016 |
| | | Expiration Date 12/01/2021 |
| Permit Number(s): 0239-05-0002.1 WFD160001 | Type of Approval(s): Waterfront Development Permit Water Quality Certificate | Enabling Statute(s): NJSA 12:5-3 WFD NJSA 13:9A WA NJSA 13:19 CAFRA |
| Permittee: Gregory A. Tramontozzi, Esq. c/o Passaic Valley Sewerage Commission 600 Wilson Avenue Newark, NJ 07105 | Site Location: PVSC Skimmer Facility 403 River Road Block(s): 70 Lot(s): 2 Municipality: North Arlington County: Bergen | |
| Description of Authorized Activities: Perform maintenance dredging at the North Arlington Skimmer Facility. Dredging will occur to a contoured depth ranging from -4' to -6' mean low water, with approximately 284 cubic yards of material being removed. The dredging will be performed via land reach excavator and shall be conducted during low or slack tide to the maximum extent practicable. Two rows of silt curtains shall be deployed to minimize turbidity in the Passaic River. The material will be placed upland in a containment area that is designed to collect all leachate from the dredge material. The containment area consists of a 40 mil polyethylene liner on which the dredge material will be placed. The area will be graded so that leachate from the material will flow to a pipe sump where it will be pumped to a holding tank, which will be discharged to the sanitary sewer system. When the dredge material is dry it will be disposed of at properly licensed disposal facility. | | |
| Prepared by: Gary Nickerson | | Received and/or Recorded by County Clerk: |
| THIS PERMIT IS NOT EFFECTIVE AND NO CONSTRUCTION APPROVED BY THIS PERMIT, OR OTHER REGULATED ACTIVITY, MAY BE UNDERTAKEN UNTIL THE APPLICANT HAS SATISFIED ALL PRE-CONSTRUCTION CONDITIONS AS SET FORTH HEREIN. | | |
| This permit is not valid unless authorizing signature appears on the last page. | | |

PROJECT SPECIFIC CONDITIONS:

1. **Timing:** Dredging is prohibited from **March 1 to June 30** of any given year, to minimize adverse effects to essential fish habitat and sensitive habitat to State-listed species. This combined timing restricted period consists of the following:

| Resource | Prohibited Period |
|--------------------------------------|-------------------------|
| Migrating & Spawning Anadromous Fish | March 1 through June 30 |

2. The permittee shall immediately inform the Department of any unanticipated adverse effects on the environment not described in the application or in the conditions of this permit.
3. Any regulated activities undertaken on the site before a copy of this recorded restriction is submitted to the Department will be considered in violation of the implementing rules and this permit.
4. All necessary local, Federal, and other State approvals must be obtained by the applicant prior to the commencement of the herein-permitted activities.
5. Issuance of this permit does not in any way relinquish the State's ownership interest in the subject property, if any exists. The project site is located on Tidelands map 714-2142.
6. The sediments shall be removed using a closed clamshell environment bucket.
7. Two layers of silt curtains shall be in place during dredging and all sediment generating activities. Curtains must be weighed down at the bottom to insure they stay in place.
8. The closed clamshell environmental bucket shall be equipped with sensors to ensure complete closure of the bucket before lifting the bucket. Said sensors shall be operational during the entire dredging operation.
9. Where a closed clamshell environmental bucket is required, it shall be lifted slowly through the water, at a rate of 2 feet per second or less.
10. Dredged material shall be placed deliberately in the dredge material containment area to prevent spillage.
11. All trucks used to transport processed dredged material to the above referenced placement sites shall be tarped pursuant to the applicable State DOT requirements or applicable regulatory agency requirements.

SPECIAL CONDITIONS:

1. **Recording of Permit:** This permit shall be recorded in its entirety in the office of the County Clerk or the Registrar of Deeds and Mortgages for each county where this project is located. Verified notice of this action shall be forwarded to the Division immediately thereafter.

STANDARD CONDITIONS:

1. **Responsibilities:**
 - a. The permittee, its contractors and subcontractors shall comply with all conditions of this permit, authorizing and/or supporting documents and approved plans and drawings.
 - b. A copy of this permit, other authorizing documents, records and information including all approved plans and drawings shall be maintained at the authorized site at all times and made available to Department representatives or their designated agents upon request.

2. **Permit modification:** Plans and specifications in the application and conditions imposed by this permit shall remain in full force and effect so long as the proposed development or any portion thereof is in existence, unless modified by the Department. No change in plans or specifications upon which this permit is issued shall be made except with the prior written permission of the Department. The filing of a request to modify an issued permit by the permittee, or a notification of planned changes or anticipated noncompliance does not stay any condition of this permit.
3. **Duty to minimize environmental impacts:** The permittee shall take all reasonable steps to prevent, minimize or correct any adverse impact on the environment resulting from activities conducted pursuant to the permit, or from noncompliance with the permit. The permittee shall immediately inform the Department of any unanticipated adverse effects on the environment not described in the application or in the conditions of this permit. The Department may, upon discovery of such unanticipated adverse effects, and upon the failure of the permittee to submit a report thereon, notify the permittee of its intent to suspend the permit.
4. **Proper site maintenance:** While the regulated activities are being undertaken, neither the permittee, its contractors nor subcontractors shall cause or permit any unreasonable interference with the free flow of a regulated feature by placing or dumping any materials, equipment, debris or structures within or adjacent to the regulated area. Upon completion or abandonment of the work, the permittee, its contractors or subcontractors shall remove and dispose of in a lawful manner all excess materials, debris, equipment, silt fences and other temporary soil erosion and sediment control devices from all regulated areas. Only clean non-toxic fill shall be used where necessary.
5. **Sediment control:** Development which requires soil disturbance, creation of drainage structures, or changes in natural contours shall conduct operations in accordance with the latest revised version of "Standards for Soil Erosion Sediment Control in New Jersey," promulgated by the New Jersey State Soil Conservation Committee, pursuant to the Soil Erosion and Sediment Control Act of 1975, N.J.S.A. 4:24-42 et seq. and N.J.A.C. 2:90-1.3-1.14.
6. **Rights of the State:**
 - a. This permit does not convey any property rights of any sort, or any exclusive privilege.
 - b. Upon notification and presentation of credentials, the permittee shall allow Department representatives or their designated agents, to enter upon the project site and/or where records must be kept under the conditions of this permit, inspect at reasonable times any facilities, equipment, practices or operations regulated or required under the permit, and sample or monitor for the purposes of determining compliance. Failure to allow reasonable access shall be considered a violation of this permit and subject the permittee to enforcement action.
 - c. The issuance of this permit shall in no way expose the State of New Jersey or the Department to liability for the sufficiency or correctness of the design of any construction, structure or structures. Neither the State nor the Department shall, in any way, be liable for the loss of life or property which may occur by virtue of the activity of development resulting from any permit.
7. **Duty to Reapply:** If the permittee wishes to continue an activity covered by the permit after the expiration date of the permit authorization, the permittee must apply for and obtain a new permit authorization.
8. **Transfer of Permit:** This permit may not be transferable to any person unless the transfer is approved by the Department. Please refer to the applicable rules for more information.
9. **Other Approvals:** The permittee must obtain any and all other Federal, State and/or Local approvals. Authorization to undertake a regulated activity under this permit does not indicate that the activity also meets the requirements of any other rule, plan or ordinance.

10. Noncompliance:

- a. Any noncompliance with this permit constitutes a violation, and is grounds for enforcement action, as well as modification, suspension and/or termination of the permit.
- b. The permittee shall immediately report to the Department by telephone at (877) 927-6337 any noncompliance that may endanger health or the environment. In addition, the permittee shall report all noncompliance to Bureau of Coastal and Land Use Compliance and Enforcement, 401 E. State Street, 4th Floor, P.O. Box 420, Mail Code: 401-04C, Trenton, NJ 08625, in writing within five business days of the time the permittee becomes aware of the noncompliance. The written notice shall include: a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and, if the noncompliance has not been corrected, the anticipated length of time it is expected to continue; and steps taken or planned to reduce, eliminate and prevent recurrence of the noncompliance. Such notice shall not, however, serve as a defense to enforcement action if the project is found to be in violation of this chapter.

11. **Appeal of Permit:** In accordance with the applicable regulations, any person who is aggrieved by this decision or any of the conditions of this permit may request a hearing within 30 days after notice of the decision is published in the DEP Bulletin. This request must include a completed copy of the Administrative Hearing Request Checklist. The DEP Bulletin is available through the Department's website at <http://www.nj.gov/dep/bulletin> and the Checklist is available through the Division's website at http://www.nj.gov/dep/landuse/download/lur_024.pdf. In addition to your hearing request, you may file a request with the Office of Dispute Resolution to engage in alternative dispute resolution. Please see the website www.nj.gov/dep/odr for more information about this process.

APPROVED PLANS:


The drawings hereby approved are as follows:

"PVSC NORTH ARLINGTON SKIMMER VESSEL FACILITY, BLOCK 70 LOT 2, BOROUGH OF NORTH ARLINGTON, BERGEN COUNTY, NEW JERSEY," dated August 2016, signed by Kevin J. Boswell

- a. "PROPOSED MAINTENANCE DREDGING PLAN," sheet 1 of 4
- b. "CROSS SECTIONS," sheet 2 of 4
- c. "DREDGE SEDIMENT CONTROL PLAN," revised November 29, 2016, sheet 3 of 4
- d. "SOIL EROSION AND SEDIMENT CONTROL DETAILS," revised November 29, 2016, sheet 4 of 4

Please contact Gary Nickerson with any questions regarding this permit action via email at Gary.Nickerson@dep.nj.gov, or by phone at (609) 292-3304.

Approved By:


Mark Davis, Supervisor
Office of Dredging & Sediment Technology

12/01/2016
Date

original w/plans Mr. Frank J. Rossi
Boswell Engineering
330 Phillips Avenue
South Hackensack, NJ 07606

c w/plans North Arlington Municipal Clerk

NOTICE OF COMPLETION OF DREDGING

Date: _____

New Jersey Department of Environmental Protection
Office of Dredging and Sediment Technology
Mail Code 401-06C, P.O. Box 420
401 East State Street
Trenton, NJ 08625

Email to: Project Manager Gary Nickerson at Gary.Nickerson@dep.nj.gov

Re: NJDEP Permit No.

Insert project title: _____

Location of Dredging: _____

Dear Sir/Madam:

I hereby serve notice that the DREDGING allowed by the above referenced permit has been completed as of _____, 20_____.

The dredged material was removed via mechanical _____ or hydraulic _____ dredging (check one).

The dredged material was/is being dewatered with discharge into _____.

The actual quantity of material dredged was _____ cys. The dredged material was taken to:

1. _____ cys was taken to the Historic Area Remediation Site.
2. _____ cys used on site as per NJDEP Permit(s) # _____ (specify the type of permit(s)).
3. _____ cys was taken to _____ for beneficial reuse.
4. _____ cys was taken to _____ for disposal.
5. _____ cys was taken to _____ for beach nourishment.

Signature of the Permittee

Signature of the Contractor (if any)

Permittee's Name (Printed)

Contractor's Name (Printed)

Name of Permitted Agency/Entity

Name of Company

Street Address

Street Address

City

State

ZIP

City

State

ZIP

Telephone

Telephone

CONSTRUCTION REPORT

This Project Commencement Report must be mailed or faxed to the proper address below. Please circle the appropriate permit type(s).

Please mail notice of commencement of projects authorized under a **Freshwater Wetlands Individual, General Permit or Transition Area Waiver, Flood Hazard Area, or Highlands Approval** to:

State of New Jersey
Department of Environmental Protection
Coastal & Land Use Compliance & Enforcement
P.O. Box 422
Trenton, NJ 08625-0422
Attention: Manager, Coastal & Land Use Compliance & Enforcement
Fax to: (609) 633-6798

Please mail notice of commencement of projects authorized under an **Individual CAFRA or Waterfront Development Permit or Coastal General Permit** to:

State of New Jersey
Department of Environmental Protection
Coastal & Land Use Compliance & Enforcement
1510 Hooper Avenue
Toms River, NJ 08753
Attention: Manager, Coastal & Land Use Compliance & Enforcement
Fax to: (732) 255-0877

Permit Information

Project Manager: _____

Permit Number(s): _____

Date of Commencement: _____

I hereby give notice that construction will begin on the above noted project on the date stated above (must give at least 7 days notice). Also, as required by the permit, a copy of the above referenced permit(s) along with all approved drawings shall be available for inspection at the project site throughout construction.

Engineer's Signature and Seal: _____

New Jersey License Number: _____

Date: _____



DEPARTMENT OF THE ARMY
NEW YORK DISTRICT, CORPS OF ENGINEERS
JACOB K. JAVITS FEDERAL BUILDING
26 FEDERAL PLAZA
NEW YORK, NEW YORK 10278-0090

MAY 17 2017

Regulatory Branch

SUBJECT: Permit Application Number NAN-2017-00500-WCA by the Passaic Valley
Sewerage Commission, Maintenance Dredge North Arlington Skimmer Facility,
Borough of North Arlington, Bergen County, New Jersey

Boswell Engineering
C/o Mr. Frank Rossi
330 Phillips Avenue
South Hackensack, New Jersey 07606

Dear Mr. Rossi:

On October 11, 2017, the New York District of the U.S. Army Corps of Engineers received a request for Department of the Army authorization to dredge with upland disposal approximately 300 cubic yards of accumulated sediments from an existing mooring slip. The existing mooring slip is located at the Passaic Valley Sewerage Commission (PVSC) North Arlington Skimmer Facility, situated within the Passaic River, in the Borough of North Arlington, Bergen County, New Jersey.

The subsequent submittal and drawings entitled "PVSC North Arlington Skimmer Vessel Facility, Block 70, Lot 2, Proposed Maintenance Dredging Plan, Borough of North Arlington, Bergen County, New Jersey", Sheets 1 through 4, prepared by Boswell Engineering and dated August 2016, indicate that approximately 300 cubic yards of accumulated sediments would be dredged from an existing 3,780 square foot mooring slip, using an environmental bucket, and with upland disposal, to a depth of approximately -5 feet below the plane of Mean Low Water North American Vertical Datum, 1988 with no over dredge. During the dredging activities and to minimize turbidity impacts to the adjacent waterway, two (2) temporary turbidity curtains would be installed around the dredge area. All dredged material would be stockpiled in a contained upland area, and disposed of at a state approved upland site, with no return flow to the water way, and all contained decant water would be disposed of into the municipal sanitary system.

Based on the information submitted to this office, our review of the project indicates that an individual permit is not required. It appears that the activities within the jurisdiction of this office could be accomplished under Department of the Army Nationwide General Permit Number 35. The nationwide permits are prescribed as a Reissuance of Nationwide Permits in the Federal Register dated January 6, 2017 (82 FR 1860). The work may be performed without further authorization from this office provided the activity complies with the permit conditions listed in Section B, No. 35, Section C, any applicable regional conditions, and the following special conditions.

MAY 17 2017

SUBJECT: Permit Application Number NAN-2017-00500-WCA by the Passaic Valley Sewerage Commission, Maintenance Dredge North Arlington Skimmer Facility, Borough of North Arlington, Bergen County, New Jersey

Special Conditions

(A) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

(B) The permittee shall maintain a copy of this permit on all water borne vessels engaged in dredging, as authorized by this permit.

(C) The permittee shall ensure that the dredging activities do not impair or impede marine traffic using the Passaic River Federal Navigation Channel.

(D) All in-water work shall be prohibited from March 1 through June 30 of any calendar year, to minimize adverse effects to anadromous fish.

(E) All dredging activities shall be undertaken in such a manner as to avoid large refuse piles, ridges across the bed of the waterway or deep holes, which have a tendency to cause injury to navigable channels or the banks of the waterway.

(F) The permittee shall submit the following items 1 through 12, to the First Coast Guard District for publication in the Local Notice to Mariners at LNM@uscg.mil or faxed to (617) 223-8291, a minimum of fourteen days before implementing the activities authorized by this permit:

1. Date of submission;
2. Name, phone number, and email address of project point of contact;
3. Company Name;
4. Type of Work;
5. Waterway and location where work will be done;
6. Latitude & Longitude of work area (Degrees, Minutes, Thousandths of seconds);
7. Work Start & Stop dates and Hours of Operation;
8. Equipment on scene;
9. Passing Arrangements/Time to move vessels to not impede navigation;
10. VHF Radio Channel monitored;
11. Disposal Site (if used); and
12. NOAA Chart Number for the area.

MAY 17 2017

SUBJECT: Permit Application Number NAN-2017-00500-WCA by the Passaic Valley
Sewerage Commission, Maintenance Dredge North Arlington Skimmer Facility,
Borough of North Arlington, Bergen County, New Jersey

This determination covers only the work described in the submitted material. Any major changes in the project may require additional authorizations from the New York District.

Care should be taken so that construction materials, including debris, do not enter any waterway to become drift or pollution hazards. You are to contact the appropriate state and local government officials to ensure that the subject work is performed in compliance with their requirements.

Please note that this nationwide permit (NWP) verification is based on a preliminary jurisdictional determination (JD). A preliminary JD is not appealable. If you wish, prior to commencement of the authorized work you may request an approved JD, which may be appealed, by contacting the New York District, U.S. Army Corps of Engineers for further instruction. To assist you in this decision and address any questions you may have on the differences between preliminary and approved jurisdictional determinations, please review U.S. Army Corps of Engineers Regulatory Guidance Letter No. 16-01, which can be found at:

http://www.usace.army.mil/Portals/2/docs/civilworks/RGLS/rgl_6-01_app1-2.pdf

This verification is valid until March 18, 2022, unless the nationwide permit is modified, reissued, or revoked. This verification will remain valid until March 18, 2022, if the activity complies with the terms of any subsequent modifications of the nationwide permit authorization. If the nationwide permits are suspended, revoked, or modified in such a way that the activity would no longer comply with the terms and conditions of a nationwide permit; and the proposed activity has commenced, or is under contract to commence, the permittee shall have 12 months from the date of such action to complete the activity.

This authorization is conditional on the applicant's receipt of the required water quality certificate and coastal zone management concurrence or waiver from the New Jersey Department of Environmental Protection (NJDEP). No work may be accomplished until the required approval from NJDEP has been obtained.

Within 30 days of the completion of the activity authorized by this permit and any mitigation required by this permit, you are to sign and submit the attached compliance certification form to this office.

In order for us to better serve you, please complete our Customer Service Survey located at <http://www.nan.usace.army.mil/Missions/Regulatory/CustomerSurvey.aspx>.

MAY 17 2017

SUBJECT: Permit Application Number NAN-2017-00500-WCA by the Passaic Valley
Sewerage Commission, Maintenance Dredge North Arlington Skimmer Facility,
Borough of North Arlington, Bergen County, New Jersey

If any questions should arise concerning this matter, please contact Jim Cannon, of
my staff, at (917) 790-8412.

Sincerely,

A handwritten signature in cursive script, appearing to read "Rosita Miranda".

Rosita Miranda
Chief, Western Section

Enclosures

cc: NJDEP

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

| | | | |
|--|--|-----------------------------|--------------------------|
| Applicant: Passaic Valley Sewerage Comm. | | File Number: NAN-2017-00500 | Date: MAY 17 2017 |
| Attached is: | | | See Section below |
| | INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission) | | A |
| | PROFFERED PERMIT (Standard Permit or Letter of permission) | | B |
| | PERMIT DENIAL | | C |
| | APPROVED JURISDICTIONAL DETERMINATION | | D |
| X | PRELIMINARY JURISDICTIONAL DETERMINATION | | E |

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <http://www.usace.army.mil/Missions/Civil/Works/Regulatory/ProgramandPermits/appeals.aspx> or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION

If you have questions regarding this decision and/or the appeal process you may contact:

Mr. Stephan A. Ryba
Chief, Regulatory Branch (CENAN-OP-R)
NY District, U.S. Army Corps of Engineers
26 Federal Plaza, Room 1937
New York, NY 10278-0090
Telephone number: 917-790-8512

If you only have questions regarding the appeal process you may also contact:

Mr. James W. Haggerty
Regulatory Program Manager (CENAD-PD-OR)
U.S. Army Corps of Engineers
Fort Hamilton Military Community
General Lee Avenue, Building 301
Brooklyn, New York 11252-6700
Telephone number: 347-370-4650

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.

Date:

Telephone number:

PRELIMINARY JURISDICTIONAL DETERMINATION (PJD) FORM

BACKGROUND INFORMATION

A. REPORT COMPLETION DATE FOR PJD: May 8, 2017

B. NAME AND ADDRESS OF PERSON REQUESTING PJD: Passaic Valley Sewerage Commission,
600 Wilson Avenue, Newark, New Jersey 07105

C. DISTRICT OFFICE, FILE NAME, AND NUMBER: New York District, U.S. Army Corps of Engineers,
Passaic Valley Sewerage Commission, NAN-2017-00500

D. PROJECT LOCATION(S) AND BACKGROUND INFORMATION: Passaic Valley Sewerage Commission proposes to dredge, using an environmental dredge, with upland disposal, approximately 284 cubic yards of accumulated sediments within the existing mooring slip, to a depth of -5 feet below the plane of Mean Low Water within the Passaic River. The Passaic River is a Traditional Navigable Water way. The project site is located within the Passaic River, in the Borough of North Arlington, Bergen County, New Jersey.

(USE THE TABLE BELOW TO DOCUMENT MULTIPLE AQUATIC RESOURCES AND/OR AQUATIC RESOURCES AT DIFFERENT SITES)

State: New Jersey County/parish/borough: Bergen City: North Arlington

Center coordinates of site (lat/long in degree decimal format):

Lat.: 40.7988 Long.: -74.1375

Universal Transverse Mercator:

Name of nearest waterbody: Passaic River. The Passaic River is a Traditional Navigable Waterway.

E. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):

X Office (Desk) Determination. Date: May 8, 2017

Field Determination. Date(s):

| Site number | Latitude (decimal degrees) | Longitude (decimal degrees) | Estimated amount of aquatic resource in review area (acreage and linear feet, if applicable) | Type of aquatic resource (i.e., wetland vs. non-wetland waters) | Geographic authority to which the aquatic resource "may be" subject (i.e., Section 404 or Section 10/404) |
|-------------|----------------------------|-----------------------------|--|---|---|
| 1 | 40.7988 | -74.1375 | 0.1 acres | Riverine | Section 10 and Section 404 |
| | | | | | |
| | | | | | |
| | | | | | |

- 1) The Corps of Engineers believes that there may be jurisdictional aquatic resources in the review area, and the requestor of this PJD is hereby advised of his or her option to request and obtain an approved JD (AJD) for that review area based on an informed decision after having discussed the various types of JDs and their characteristics and circumstances when they may be appropriate.
- 2) In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "pre-construction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an AJD for the activity, the permit applicant is hereby made aware that: (1) the permit applicant has elected to seek a permit authorization based on a PJD, which does not make an official determination of jurisdictional aquatic resources; (2) the applicant has the option to request an AJD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an AJD could possibly result in less compensatory mitigation being required or different special conditions; (3) the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) undertaking any activity in reliance upon the subject permit authorization without requesting an AJD constitutes the applicant's acceptance of the use of the PJD; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a PJD constitutes agreement that all aquatic resources in the review area affected in any way by that activity will be treated as jurisdictional, and waives any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an AJD or a PJD, the JD will be processed as soon as practicable. Further, an AJD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331. If, during an administrative appeal, it becomes appropriate to make an official determination whether geographic jurisdiction exists over aquatic resources in the review area, or to provide an official delineation of jurisdictional aquatic resources in the review area, the Corps will provide an AJD to accomplish that result, as soon as is practicable. This PJD finds that there "may be" waters of the U.S. and/or that there "may be" navigable waters of the U.S. on the subject review area, and identifies all aquatic features in the review area that could be affected by the proposed activity, based on the following information:

SUPPORTING DATA. Data reviewed for PJD (check all that apply)

Checked items should be included in subject file. Appropriately reference sources below where indicated for all checked items:

- ☒ Maps, plans, plots or plat submitted by or on behalf of the PJD requestor:
Map: Boswell Engineering submittal dated October 7, 2016
- ☐ Data sheets prepared/submitted by or on behalf of the PJD requestor.
☐ Office concurs with data sheets/delineation report.
☐ Office does not concur with data sheets/delineation report. Rationale: _____
- ☐ Data sheets prepared by the Corps: _____
- ☐ Corps navigable waters' study: _____
- ☐ U.S. Geological Survey Hydrologic Atlas: _____
☐ USGS NHD data.
☐ USGS 8 and 12 digit HUC maps.
- ☒ U.S. Geological Survey map(s). Cite scale & quad name: Orange, NJ
- ☒ Natural Resources Conservation Service Soil Survey. Citation: Bergen County NJ Soil Survey
- ☐ National wetlands inventory map(s). Cite name: _____
- ☒ State/local wetland inventory map(s): NJ Dept. of Env. Protection Wetlands Map
- ☒ FEMA/FIRM maps: Bergen County FEMA Flood Data layer
- ☐ 100-year Floodplain Elevation is: _____ (National Geodetic Vertical Datum of 1929)
- ☒ Photographs: ☐ Aerial (Name & Date): _____
or ☒ Other (Name & Date): Boswell Engineering submittal dated October 7, 2016
- ☒ Previous determination(s). File no. and date of response letter: DA Permit NAN-2007-00184 issued August 8, 2008
- ☐ Other information (please specify): _____

IMPORTANT NOTE: The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.

CANNON, JAMES, H. 12289
40042

Digitally signed by CANNON, JAMES, H. 122890042
DN: cn=CANNON, JAMES, H. 122890042, o=USDA, ou=CANNON, jh.122890042
Date: 2017.05.09 13:02:43 -0400

Signature and date of
Regulatory staff member
completing PJD

Signature and date of
person requesting PJD
(REQUIRED, unless obtaining
the signature is impracticable)¹

¹ Districts may establish timeframes for requestor to return signed PJD forms. If the requestor does not respond within the established time frame, the district may presume concurrence and no additional follow up is necessary prior to finalizing an action.



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, NEW YORK DISTRICT
JACOB K. JAVITS FEDERAL BUILDING
26 FEDERAL PLAZA
NEW YORK NY 10278-0090

CENAN-OP-RW

NATIONWIDE PERMIT COMPLIANCE CERTIFICATION AND REPORT FORM

Permittee: Passaic Valley Sewerage Commission

Permit No.: NAN-2017-00500

Date Permit Issued: MAY 17 2017

Location: Borough of North Arlington, Bergen County, New Jersey

Within 30 days of the **COMPLETION** of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the address at the bottom of this form.

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification or revocation.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of said permit, and required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date

Fold this form into thirds, with the bottom third facing outward. Tape it together and mail to the address below or FAX to (212) 264-4260.

Place Stamp
Here

Department of the Army
New York District Corps of Engineers
Jacob K. Javits Federal Building
26 Federal Plaza, Room 1937
ATTN: CENAN-OP-R_
New York, New York 10278-0090

APPENDIX D
PVSC DISCHARGE APPLICATION

**PASSAIC VALLEY SEWERAGE COMMISSION
INSTRUCTIONS FOR COMPLETING LETTER OF
AUTHORIZATION AND/OR A CONTRACT INDIRECT
DISCHARGE AGREEMENT**

Section A

1. Self-explanatory.
2. Address where project is located.
3. To be filled in only if mailing address is different from the project location, otherwise write "Same".
4. Self-explanatory.
5. Self-explanatory. If none, so state.
6. Self-explanatory.
7. Self-explanatory. Be certain to list all permit numbers.
- 7a. Self-explanatory.

Section B

1. Explain the type of former or current operation, why the project is being done and what the expected pollutants are.
2. This application is for discharges of less than one year. If discharge will last longer than one year, you must request an extension not to exceed one additional year, and submit a Sewer Use Application. PVSC will then issue a Sewer Use Permit to remain in force during the duration of the discharge.
3. Self-explanatory. If answered no, describe how the wastewater will be conveyed to the sanitary or combined sewer.
4. Self-explanatory. If exact amount of wastewater is not known, you must give an approximate total and explain how it was determined. Treatment Fees will be based on the actual quantities discharged. Please supply total amount expected for the duration of the project and an average in gallons per day.
5. Self-explanatory. If flow will be more than 20 gpm, then include a letter from the town where the site is located stating that the flow you are requesting will not surcharge any sewer lines.
6. Self-explanatory. PVSC may require additional pretreatment.
7. Self-explanatory.

INSTRUCTIONS (cont'd)

Section C

1.
 - a. Show the location where wastewater will enter the town's sewer system on property where the project is located. If no sewer exists on property, then a letter from the town is required authorizing you to discharge into a catch basin or manhole. All permits that the town requires must be obtained prior to commencing discharge. (i.e. Traffic permits, etc.)
 - b. A detailed copy of the treatment system must be included on diagram.
 - c. Self-explanatory.
 - d. A non-resettable flowmeter must be located at the end of the treatment system. Describe the meter proposed. PVSC must approve the meter type.
 - e. Self-explanatory. If no wells are being pumped, show where wastewater is coming from.
2. To be filled out only if a new connection is being made to the town's sewer system. If you propose to install a permanent sewer line, you will be subject to a connection fee.
- 2a. Self-explanatory. If TWA is required, it must be submitted to PVSC for review and approval consideration.

Section D

1. Self-explanatory. (Copy of lab analyses must be submitted with this application). If wastewater is contaminated with something other than what is listed in this table, then PVSC must be notified of such, and appropriate analyses must be included in addition to the analyses listed.
2. Self-explanatory. If more than one sample was analyzed, then list all dates. Note that, for 24-hour composite samples, the date of sample retrieval is the listed sample date.
3. If more than one laboratory was used, then list which laboratory analyzed which parameter.

Section E

1. Self-explanatory.

**PASSAIC VALLEY SEWERAGE COMMISSION
APPLICATION FOR LETTER OF AUTHORIZATION
AND / OR
CONTRACTUAL INDIRECT DISCHARGE AGREEMENT**

SECTION A

Check One

☐ Groundwater Cleanup

☐ Well Pump Test

☐ Construction Water

☐ Stormwater

☐ Other (List)

1. Name of Company / or Property applying for discharge: _____

2. Location: _____

3. Mailing Address: _____

4. Person to contact concerning information provided in this application:

Name of Contact Official: _____

Title: _____

Address: _____

Phone#: _____

Fax#: _____

5. If consultant is being used for this discharge provide:

Name: _____

Address: _____

Phone#: _____

Fax#: _____

Contact: _____

6. Person or Company responsible for payment of Treatment Fee and /or Connection Fee:

Name: _____

Address: _____

Phone#: _____

Fax#: _____

7. Does Company have NJPDES Permit? Yes – No; If yes, list all: (include whether the Permit is for a discharge to surface water or to groundwater):

7a. If the answer to #7 was yes, why is application being made to discharge the wastewater to the sanitary sewer? _____

SECTION B

Brief Description of Operation:

1. What type of operation resulted in the contamination, and what are the expected contaminants? _____

2. What is the anticipated duration of discharge? _____

3. Is there an existing sewer connection on site? Yes – No, If no, explain how wastewater will be conveyed to the sewer? _____

(Discharge must enter a combined or sanitary sewer only)
4. What is the total amount of volume expected to be discharged: _____
5. What is the estimated average daily flow in (gallons per minute) GPM: _____
(Note: Non-resettable meter must be used to measure the volume)
6. Describe any pretreatment expected to be used to treat the waste stream: _____

7. Provide a description of the final sample point *(Example: Sample point is located in building #1 in the discharge pit)*. _____

SECTION C

1. Attach Diagram of the Property showing:
 - a. Discharge location
 - b. Treatment system
 - c. Sample point(s) (PVSC requires accessibility to install a sampler)
 - d. Non-resettable flowmeter
 - e. Identify well or well #'s being pumped.
2. Details of connection (s) to the municipal (or PVSC) sewer, including the distance and direction of each connection from the nearest street intersection.
 - 2 a. Is or was an NJDEP Treatment Works Approval (TWA) required (Yes or No)?
If so, was it submitted to PVSC? _____

SECTION D

1. Analysis of wastewater expected to be discharged. If wastewater will be pretreated, analyze sample after pretreatment.

| Parameter | Results (mg/l) Report to the nearest hundredth: 0.XX Except where indicated. Example: 0.36 mg/l |
|--|--|
| (Cu) Copper | |
| (Pb) Lead | |
| (Ni) Nickel | |
| (Zn) Zinc | |
| (Hg) Mercury (<i>Report to 0.XXX</i>) | |
| Chlorides | |
| (BOD) Biochemical Oxygen Demand | |
| (TSS) Total Suspended Solids | |
| (pH) Standard Units | |
| (SGT-HEM) Silica Gel Treated-Hexane Extractable Method | |
| (VOC) Volatile Organic Compounds | |
| Target Pollutants (if different from above) | |
| | |
| | |
| | |
| | |
| | |
| | |

Note: Analysis of discharge parameters shall be performed by a laboratory that has been certified by the State of New Jersey. Company is required to submit all certified lab analyses. Analysis sheets for VOC must identify all analytes individually and must be reported to the method detection levels. PVSC reserves the right to require additional analyses if it deems it necessary.

2. Date samples taken: _____

3. Name of Laboratory certified by NJDEP to conduct all required analysis: _____

SECTION E

CERTIFICATION:

The information contained in this application is familiar to me and, to the best of my knowledge and belief, such information is true, complete and accurate.

Name of signing official: _____
Print Name

Title: _____

Date: _____ Signature _____

APPENDIX E

TestAmerica Sediment Sample Results

SEDIMENT ANALYSIS REPORT FOR THIS CONTRACT IS NOT REPRINTED
HERE DUE TO SIZE

TECHNICAL SPECIFICATIONS

PART ONE - GENERAL

1.1 LOCATION OF WORK

The work is located at the North Arlington Skimmer Vessel Facility (Block 70, Lot 2) along River Road at the intersection of Boston Avenue in the Borough of North Arlington, Bergen County NJ.

1.2 WORK INCLUDED

- 1.2.1 General: Under this Contract, the Contractor shall furnish all labor, materials, equipment and other facilities required for the maintenance dredging within the Passaic River directly adjacent to the sheet pile bulkhead at the North Arlington Skimmer Facility including the transportation and disposal of all dredged material at lawfully permitted Upland Disposal Site.

In general, the principal base bid items of work under this contract include, but are not necessarily limited to, the following:

- (1) Mobilization.
- (2) Sediment Control Measures.
- (3) Dewatering as shown on the Contract Drawings.
- (4) Dredging, handling, stockpiling, loading, transport and disposing of dredged sediment.
- (5) Schedule and coordinate the work with the PVSC and RE.
- (6) Daily clean-up of site including placement of debris within on-site dumpster, cleaning of equipment and consolidation and covering of dredged material.
- (7) Post Dredge Bathymetric Survey.
- (8) All other work required for a complete and satisfactory maintenance dredging.

1.3 QUALITY ASSURANCE

The entire contract work shall be completed in strict accordance with all applicable Federal, State and local regulations and ordinances and the best standards of practice. All NJDEP and ACOE special conditions, as well as, FEMA and 2014 Soil Erosion and Sediment Control general standards shall be adhered to at all times.

1.4 PERMITS AND LICENSING

- 1.4.1 Permits: The PVSC has acquired permits from the NJDEP Division of Land Use Regulation and the Army Corps of Engineers. Approvals and permit conditions can be found in Appendix C.

PART TWO - PRODUCTS - Not applicable.

PART THREE - EXECUTION - Not applicable.

END OF SECTION

PART ONE – GENERAL

1.1 DESCRIPTION OF CASH ALLOWANCE

The Contractor shall include in the Proposal a cash allowance described herein and in the Proposal.

1.2 ALLOWANCE FOR UNFORESEEN CONDITIONS

1.2.1 General

The work shall include the portion of the stipulated amount, as indicated in the Proposal as an allowance for unforeseen conditions as directed and approved by the Engineer.

1.2.2 Submittal Requirements

The Contractor shall provide all invoices from labor, subcontractors and material to the Engineer for his review and approval. The Contractor shall not be reimbursed under the allowance for any work, which he has not demonstrated is part of the work authorized by the Engineer.

All work associated with the cash allowance shall be authorized in writing by the Engineer.

PART TWO - PRODUCTS - Not Applicable.

PART THREE – EXECUTION – Not Applicable.

END OF SECTION

PART ONE - GENERAL

1.1 CONSTRUCTION SCHEDULE

Construction schedule shall be in accordance with the requirements of the General Conditions of the Contract and Section 01340, SUBMITTALS.

1.2 ESTIMATES

The Contractor shall submit to the Engineer a breakdown statement of the lump sum bid items in accordance with the requirements of the General Conditions of the Contract.

1.3 MEASUREMENT AND PAYMENT

The unit price and lump sum price bid under this Contract shall include all costs of performing all work as outlined on the Contract Documents.

1.4 DESCRIPTION OF WORK

1.4.1 Mobilization (Item 1)

Payment for Mobilization shall be made for the total lump sum price bid in the Proposal, which price and payment shall be full compensation for providing all labor, materials, equipment, and all other incidentals necessary to mobilize/demobilize for construction.

The lump sum price under this item shall also include Payment and Performance Bonds, Maintenance Bond, Environmental Maintenance Bond and any other bonds and insurances. Payment and Performance bonding shall be made for the total lump sum price bid in the Proposal, which price and payment shall be full compensation for all costs associated with furnishing and delivering, to the Owner, Payment and Performance Bonds for a specified amount which shall be based on the estimated contract price as specified in the General Conditions of the Contract.

The lump sum price bid under this item shall also include the costs for all work required but not included in any other individual bid item.

Payment for mobilization will be made at the lump sum price bid for this item in the proposal, which price shall include the cost of initiating the Contract. The lump sum price bid for mobilization shall be payable to the Contractor whenever he shall have completed 10 percent of the work of the Contract. For the purposes of this item, 10 percent of the work shall be considered completed when the total of payments earned, exclusive of the amount bid for this item, shown on the monthly certificates of the approximate quantities of work done, shall exceed 10 percent of the total price bid for the Contract.

1.4.2 Sediment Control and Dewatering (Item 2)

Payment for this item shall be made for the total lump sum price bid in the Proposal, which price and payment shall be full compensation for providing all labor, materials and equipment required to perform all soil erosion activities conforming to the requirements of Section 02270, SOIL EROSION AND SEDIMENT CONTROL.

Lump sum price bid shall include all labor, material and equipment to install the following:

- Silt Curtains
- Temporary truck wash
- Haybales
- 4" 1 1/2" Crushed Stone Layer
- 2" Sand Layer
- Concrete barrier
- Polyethylene liner
- Sand bags
- Silt Fence
- Inlet filters
- 6mil plastic stockpile cover
- 20 yard dumpster
- Complete dewatering system

Payment for this item shall be made for the total lump sum price bid in the Proposal, which price and payment shall be full compensation for providing all labor, materials and equipment required for dewatering, as outlined on the contract document or directed by the Engineer.

Payment under the lump sum price bid shall include all labor, material and equipment for installation of the dewatering drum, stone, water treatment system, pumps, hoses, and connection of discharge to the existing sanitary sewer.

Dewatering shall conform to the requirements of Section 02270, SOIL EROSION AND SEDIMENT CONTROL.

Lump sum price shall include furnishing and maintaining one (1) 20 yard dumpster on-site at all times.

1.4.4 Maintenance Dredging (Item 3)

Payment for this item shall be made at the unit price bid per ton of material dredged from the Passaic River as shown on the contract documents or as directed by the Engineer. Payment shall include all labor, materials and equipment necessary for maintenance dredging, including handling, stockpiling and loading. This cost shall include consolidation of stockpile area and placement of debris within on-site dumpster.

The unit cost price bid for this item shall include all labor and equipment required to perform turbidity monitoring throughout the duration of dredging activities as outlined in Section 02325.

1.4.4 Transportation and Disposal (Item 4)

Payment shall include all labor, materials and equipment necessary for transportation and disposal of excavated material.

Excavated material unsuitable as set forth at N.J.A.C. 7:14-2.13 and considered to be solid waste pursuant to N.J.A.C. 7:26-1.6 shall be removed from the site and disposed of at a lawfully acceptable upland disposal site. Price shall include tipping fees and transport to disposal site. The Contractor shall provide evidence of the proper disposal of all waste materials, including but not limited to disposal site weight receipts, etc. Disposal site receipts shall at a minimum include the name of the Facility, the date and time the vehicle arrived at the disposal facility.

The unit price bid shall include any additional testing of material to be disposed. Testing shall follow all NJDEP requirements including the NJDEP Guidance Document for Waste Classification and other local, state and federal requirements.

Disposal of unsuitable soil shall conform to the requirements of Section 02325.

1.4.5 Post Bathymetric Survey (Item 5)

Payment for this item shall be made for the total lump sum price bid in the Proposal, which price and payment shall include full compensation for providing all labor, materials and equipment required to perform a post dredging bathymetric survey including supplemental surveys if necessary. The survey must be prepared by a New Jersey Licensed Professional Land Surveyor. Item 5 shall conform to the requirements of Section 02325, DREDGING.

1.4.6 Allowance for Unforeseen Contingencies (Item 6)

The allowance price under Item 6 shall include all cost for the unforeseen conditions, as designated by the Engineer, including, labor materials equipment and services required for the work authorized in writing by the Engineer.

All work shall conform to the requirements of Section 01020, CASH ALLOWANCE.

Payment shall be made only for the portion total cash allowance in the Proposal, which price and payment shall be full compensation for all services, labor, material and equipment required to perform the scope of work, as defined by the Engineer, including:

- That portion of the stipulated cash allowance for the unforeseen contingencies; and
- All costs demonstrated by the Contractor in support of the unforeseen contingencies, within the scope of work defined by the Engineer.

PART TWO - PRODUCTS - Not applicable.

PART THREE - EXECUTION - Not applicable.

END OF SECTION

PART ONE - GENERAL

1.1 DESCRIPTION OF REQUIREMENTS

This section specifies the general methods and requirements of submissions applicable to the following work-related submittals: Shop Drawings, Product Data and Samples.

1.2 SHOP DRAWINGS, PROJECT DATA, SAMPLES

1.2.1 Shop Drawings

- (1) Shop drawings as specified in individual work sections include, but are not necessarily limited to, data such as fabrication and drawings, scheduled information, setting diagrams, actual shopwork manufacturing instructions, custom templates, coordination drawings, individual system or equipment inspection and test reports including performance curves and certifications, as applicable to the Work.
- (2) All shop drawings submitted by subcontractors for approval shall be sent directly to the Contractor for preliminary checking. The Contractor shall be responsible for their submission at the proper time so as to prevent delays in delivery of materials.
- (3) The Contractor shall check all subcontractor's shop drawings regarding measurements, size of members, materials and details to satisfy himself that they conform to the intent of the Contract Drawings and Specifications. Drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors for correction before submission thereof.
- (4) All details on shop drawings submitted for approval shall show clearly the elevations of the various parts to the main members and lines of the structure and where correct fabrications of the work depends upon field measurements, such measurements shall be made and noted on the drawings before being submitted for approval.

- 1.2.2 Product Data: As specified in individual sections, these include but are not necessarily limited to standard prepared data for manufactured products (sometimes referred to as catalog data), such as the manufacturer's product specification and installation instructions, manufacturer's printed statements of compliance and applicability, catalog cuts, product photographs, production or quality control inspection and test reports and certifications, mill reports, product operating and maintenance instructions and recommended spare parts listings, and printed product warranties, as applicable to the Work.

Any specifications for the provision or performance of goods or services shall be in a manner to encourage free, open and competitive bidding as outlined in LPC 40A:11-13.

- 1.2.3 Samples: Samples specified in individual sections include but are not necessarily limited to physical examples of the work, such as sections of manufactured or fabricated work, of pattern swatches and as applicable to the Work.

1.2.4 Project Management Software

- (1) The Passaic Valley Sewerage Commission (PVSC) is using PMWeb as the project management collaborative software tool for this project.

- (2) The Contractor is required to utilize PMWeb for the duration of this project, including project closeout (i.e. Contract Duration + 90 days) and shall provide all project information via this program. This includes, but is not limited to contracts, applications for payment, change orders, requests for information, submittals, daily reports, etc.
- (3) The Contractor is required to purchase a total of five (5) PMWeb licenses from Critical Business Analysis (CBA) Inc. and maintain them through the duration of the project. The particular licenses needed will be two (2) "Named-Guest" and three (3) "Concurrent-Guest" licenses. These licenses will be assigned by the PVSC or their designated representative to members of the project team. At the end of the project, these licenses shall be turned over to the PVSC. The cost for the licenses and support of the licenses shall be borne by the Contractor.
- (4) The Contractor shall provide for two (2) days of formal PMWeb training for the five (5) full access licensed users as directed by the PVSC or their designated representative. Training will be conducted at the Passaic Valley Sewerage Commission, 600 Wilson Avenue, Newark, NJ 07105. The training shall be coordinated through the PVSC or their designated representative. The cost for the training shall be borne by the Contractor.
- (5) The Contractor shall contact John Statts at Critical Business Analysis (CBA) Inc. to obtain licenses and training fees at 419-874-0800.
- (6) PVSC and the Contractor will utilize PMWeb system Workflows as the main project collaboration foundation. All project related documents, not limited to, correspondence, project emails, forms, etc will be incorporated into the PMWeb.
- (7) The PVSC or its designated representative will be establishing a project specific email "file" address for this project. The Contractor shall send an electronic "file" copy of all project documents to this email address, to include but not limited to all project correspondence, project emails, forms, etc.

1.3 CONTRACTOR'S RESPONSIBILITIES

The Contractor shall review shop drawings, product data and samples prior to submission to determine and verify the following:

- (1) Field measurements,
- (2) Field construction criteria,
- (3) Catalog numbers and similar data,
- (4) Conformance with the specifications.

Each shop drawing, working drawing, sample and catalog data submitted by the Contractor shall have affixed to it the following Certification Statement, signed by the Contractor: "Certification Statement: By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data and I have checked and coordinated each item with other applicable approved shop drawings and all Contract requirements."

Notify the Owner in writing, at the time of submittal, of any deviations in the submittals from the requirements of the contract documents.

No portion of the work requiring a shop drawing, working drawing, sample or catalog data shall be started nor shall any materials be fabricated or installed prior to the approval or qualified approval of such item. Fabrication performed, materials purchased or on-site construction accomplished which does not conform to approved shop drawings and data shall be at the Contractor's risk. The Owner will not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.

Project work, materials, fabrication and installation shall conform with approved shop drawings, working drawings, applicable samples and catalog data.

A list of items requiring shop drawing submittals is set forth in the Shop Drawing Schedule included at the end of this section. It should be noted that this Shop Drawing Schedule does not necessarily identify each and every item, which may require shop drawing submittal. The responsibility for shop drawing submittals is set forth above.

1.4 SUBMISSION REQUIREMENTS

Make submittals promptly in accordance with approved schedule and in such sequence as to cause no delay in the Work or in the work of any other Contractor.

Number of submittals required:

| | | |
|-----|-------------------------|--|
| (1) | Shop Drawings: | Submit one (1) electronic copy |
| (2) | Product Data: | Submit one (1) electronic copy |
| (3) | Samples: | Submit the number stated in the respective Specification Sections. |
| (4) | Post-Bathymetric Survey | Submit one (1) electronic and two (2) hard copies |
| (5) | Health & Safety Plan | Submit one (1) electronic copy |
| (6) | Construction Schedule | Submit one (1) electronic copy |

Submittals shall contain:

- (1) The date of submission and the dates of any previous submissions.
- (2) The project title and number.
- (3) Contractor identification.
- (4) The names of:
 - a. Contractor
 - b. Supplier
 - c. Manufacturer
- (5) Identification of the product, with the specification section number.
- (6) Field dimensions, clearly identified as such.
- (7) Relation to adjacent or critical features of the Work or materials.
- (8) Applicable standards, such as ASTM or Federal Specification numbers.
- (9) Identification of deviations from Contract Documents.
- (10) Identification of revisions of resubmittals.
- (11) An 8 inch x 3 inch blank space for Contractor and Engineer stamp.

1.5 RESUBMISSION REQUIREMENTS

Make any corrections or changes in the submittals required by the Engineer and resubmit until approved.

Shop drawings and Product Data:

- (1) Revise initial drawings or data and resubmit as specified for the initial submittal.
- (2) Indicate any changes which have been made other than those requested by the Engineer.

Samples: Submit new samples as required for initial submittal.

1.6 DISTRIBUTION

Distribute reproductions of approved shop drawings and copies of approved product data and samples, where required, to the job site file and elsewhere as directed by the Engineer.

1.7 GENERAL PROCEDURES FOR SUBMITTALS

Coordination of Submittal Times: Prepare and transmit each submittal sufficiently in advance of performing the related work or other applicable activities, or within the time specified in the individual work sections of the Specifications, so that the installation will not be delayed by processing times including disapproval and resubmittal (if required), coordination with other submittals, testing, purchasing, fabricating, delivery and similar sequenced activities. No extension of time will be authorized because of the Contractor's failure to transmit submittals sufficiently in advance of the work.

1.8 WORKMANSHIP BONDS

Where specific units of work require the issuance of a bond or similar provision, as a means of assuring the Owner that certain possible failures of the work to perform as represented will be rectified at someone else's expense, submit fully executed bond backed by a surety company acceptable to the Owner and in the principal amount indicated. Include information sheet for the Owner's maintenance/operating personnel outlining proper procedures in case of failure or other instances which might affect the validity of the bond; list names, addresses and telephone numbers for the Owner's emergency and follow-up in connection with the implementation of each bond.

PART TWO - PRODUCTS - Not applicable.

PART THREE - EXECUTION - Not applicable.

SUBMITTAL SCHEDULE

Shop Drawings

Polyethylene Liner
Water Treatment System
Truck Wash System
Connection to Sanitary Sewer
Dewatering System
Silt Curtain

Other Submittals

Post-Bathymetric Survey
Health & Safety Plan
Construction Schedule

END OF SECTION

PART ONE - GENERAL

1.1 DESCRIPTION

1.1.1 Work Included: Temporary facilities and controls required for this work include, but are not necessarily limited to:

- (1) Construction Meetings and Schedules.
- (2) Temporary utilities such as heat, water, electricity, telephone and temporary sanitary facilities.
- (4) Temporary support of utilities such as gas lines and water lines.
- (5) Soil Erosion and Sediment Control Measure.
- (6) Survey and videotape.

1.1.2 Related Work Described Elsewhere:

- (1) All equipment furnished by subcontractor shall comply with all requirements of pertinent safety regulations. Ladders, planks, hoists and similar items, normally furnished by the individual trades in execution of their own portions of the Work are not part of this Section.
- (2) Permanent installation and hook-up of the various utility lines are described in the pertinent other Section of these Specifications.

1.2 PRODUCT HANDLING

Use all means necessary to maintain temporary facilities and controls in proper and safe condition throughout progress of the Work.

1.3 JOB CONDITIONS

Make all required connections to existing utility systems with minimum disruption to services in the existing systems. When disruption of the existing service is required, do not proceed without the Engineer's approval and, when required, provide alternate temporary service.

1.4 PRECONSTRUCTION CONFERENCE

The Contractor shall be required to attend a preconstruction conference. The preconstruction conference shall be held at a time and location set by the Engineer to establish various procedures that shall be followed for the duration of the construction period.

Engineer shall preside at the preconstruction conference and shall prepare for distribution minutes that describe the major topics of discussion.

In addition to the items that shall be reviewed in accordance with General Conditions of the Contract, the preconstruction conference agenda shall include but not be limited to:

- (1) Designation of contractor's responsible personnel and phone numbers to be used in the event of an emergency during non-working hours.
- (2) Disclosure of contractor's intended suppliers, vendors, fabricators and major subcontractors.
- (3) Procedures for the implementation of field orders and change orders.
- (4) Contractor's Insurances.
- (5) Procedures for contacting and requirements for providing access for local fire and first aid companies, police, bus companies and local traffic.
- (6) Site Security.
- (7) Housekeeping.
- (8) Job site Coordination.
- (9) Protection of Utilities.
- (10) Other topics pertinent to the work that may be presented by conference attendees.

Preconstruction conference attendees shall be as follows:

- (1) Owner.
- (2) Engineer.
- (3) Contractor and major subcontractors.
- (4) Utility owner representatives and other parties who may have control of, or may be affected by the work.

1.5 PROGRESS MEETINGS

The Contractor and/or contractor's representatives shall attend regularly scheduled progress meetings held for the purpose of coordinating the execution of the Work. The Engineer shall preside at the progress meetings.

The proceedings of these meetings shall be recorded by the Engineer and the Contractor shall be furnished a copy of the meeting minutes.

During the project meeting the contractor shall provide updated schedules concerning his plans for carrying out each part of the work.

The Contractor shall provide a list of all items which are impacting the completion of the work (i.e. decisions required, easements required, shop drawing approvals required, etc.).

As the Work progresses, the Contractor's actual progress rate shall be compared to the scheduled progress rate.

The Contractor's representatives at these meetings shall be empowered to make binding decisions regarding all matters pertaining to the Work and to make definite reports as to status and anticipated progress of the work.

Progress meetings shall be scheduled at monthly intervals and as ordered by the Engineer.

1.6 CONSTRUCTION SCHEDULES

1.6.1 General: Within five (5) days after the effective date of the Agreement, the Contractor shall submit a construction schedule. The schedule shall provide detailed information for all construction activities to complete the project in a clear and organized manner. A Bar Chart type schedule shall be acceptable.

1.6.2 Quality Assurance: The schedule shall be prepared by qualified personnel familiar with preparation of this type of document.

Each activity in the progress of work schedule shall be identified and a time for the performance of such activity indicated. Each activity shall be preceded by all work that must be accomplished prior that activity. All abbreviations, codes and/or symbols used shall be described on the schedule, and shall be those commonly used in the trade. Update schedules shall have completed activities indicated as such.

1.6.3 Submittals: Six copies of the construction schedule shall be submitted.

Submittals shall be a minimum size of 8-1/2 x 11 inches and a maximum size of 24 x 36 inches.

Engineer shall return three (3) copies of the schedule after review.

Detailed required information shall be included but not limited to:

- (1) Name of activity,
- (2) Date of commencement,
- (3) Estimated time for completion including float time,
- (4) Indication of whether activity is by Contractor or Subcontractor, and
- (5) Sequencing and critical path.

PART TWO - PRODUCTS

2.1 UTILITIES

2.1.1 General: All temporary facilities shall be subject to the Engineer's approval.

2.1.2 Utility Mains: The Contractor shall temporarily support all existing utility mains as indicated on the Contract Drawings or as determined by the Engineer or utility company. The Contractor shall not commence with any construction activity without the presence of the Engineer and representative of the specific utility company.

The Contractor shall implement extreme caution when working near the gas main and make all necessary provisions to minimize the risk of damaging the existing main.

The Contractor shall follow the exact same procedure when encountering all other utilities in conflict with the sanitary sewer construction.

- 2.1.3 Temporary Power and Light: It shall be the obligation and responsibility of the Contractor to provide and maintain temporary facilities for furnishing light and power for operation and to make all necessary arrangements therefore, including all required connections, ordering the meter, and paying all fees and inspection charges. Removal of temporary facilities shall be the responsibility of the Contractor. The installation and meters shall remain until completion of the project.

If, in the opinion of the Engineer, the facilities provided are inadequate, the Contractor shall not be permitted to proceed with any portion of the work affected thereby.

All wiring for electrical light and power shall be installed and maintained in a first class manner, as ordered and approved, and at all points securely fastened in place. Unless otherwise permitted circuits separate from lighting circuits shall be used for all power purposes.

- 2.1.4 Temporary Heating: The contractor shall provide temporary heat as required for all the contractors when work is being carried on during cold weather and to prevent damage to the work. Heat shall be furnished when and as directed by the Engineer, by means of portable or fixed units. The Contractor shall provide and pay for all fuel used in the temporary facilities and shall provide proper smoke pipes or other means to prevent smoke or smudge from marking up walls, ceilings, or other parts of equipment.

- 2.1.5 Temporary Water: It shall be the obligation and responsibility of the Contractor to provide and maintain temporary water service on the site suitable for the operations of the Contractor and subcontractors and to make all necessary arrangements and payments therefore.

The Contractor for the project shall also provide at his own expense the water supply necessary for drinking purposes for all the subcontractors.

Removal of temporary facilities and drinking water facilities shall be the responsibility of the Contractor. These installations and meters shall remain until need for same by all the contractors has ceased and the project is completed.

- 2.1.6 Sanitary Facilities: The General Contractor shall provide and maintain, for the use of his employees and the employees of subcontractors, a minimum of one (1) chemical field toilet at each location and shall be screened from public view. The facilities shall be furnished and maintained in strict conformity with State and County health laws.

2.2 CCTV

- 2.2.1 General: The contractor shall record pre and post construction conditions. Picture quality and definition shall be to the complete satisfaction of the Engineer. CCTV equipment, if determined to be unsatisfactory by the Engineer, shall be removed from the job site and replaced with acceptable equipment at no additional cost.

The video shall be taken of all unusual construction areas and at all points of possible future controversy before any work at these points is started. The video log shall include the following requirements:

- (1) Job name, direction of camera, date, time, location, highlighted on the audio track,
- (2) Running footage counter,
- (4) Commentary on all physical attributes including but not limited to defects and unusual conditions;

- (5) No background noise;
- (6) Two (2) copies of a map, approved by the Engineer, illustrating the limits of T.V. inspection. Maps should be affixed to the video log;

PART THREE - EXECUTION - Not applicable.

END OF SECTION

PART ONE - GENERAL

1.1 ACCEPTANCE

Operation of any system by the Owner shall not constitute acceptance of the work. The work shall be accepted only after the Contractor receives written notice from the Engineer that the work installed complies with and satisfies the intent of the Contract Documents.

1.2 CONDITIONS PRIOR TO CLOSEOUT

The Contractor shall fulfill all of the requirements of the General Conditions of the Contract which apply and form a part of these specifications. These requirements shall include, but not be limited to the following:

- (1) Clean-up
- (2) Guarantee
- (3) Bonds
- (4) Affidavits
- (5) Post Bathymetric Survey
- (6) Final inspection requirements
- (7) Restoration of damages
- (8) Removal of Contractor-Owned items

All punch list items to be corrected within 14 calendar days of official notification to avoid payment delays.

1.3 CLOSEOUT PROCEDURES

- A. The Contractor shall perform all closeout procedures in the presence of the Engineer and a representative of the Owner.
- B. The Contractor shall clean the entire work area thoroughly. Any remaining debris shall be removed from the premises and disposed of properly off-site by the Contractor.

PART TWO - PRODUCTS - Not applicable.

PART THREE - EXECUTION - Not applicable.

END OF SECTION

PART ONE - GENERAL

1.1 DESCRIPTION

- 1.1.1 Work Included: The Contractor shall minimize environmental impact due to his construction operations during all phases of his work. The Contractor shall provide all labor, supervision, materials and equipment necessary for properly performing and completing the work as shown on the Contract Drawings or specified herein. The Contractor shall furnish, erect, maintain and remove all temporary works as may be required. These requirements include material, equipment or any other provisions that shall insure safety and adequate protection for any and all persons directly or indirectly exposed to the construction environment. This shall include material and equipment as necessary, such as guards, lights, barriers, sign posts, etc. In general, the Contractor shall furnish any and all material and equipment necessary to protect the surrounding environment.

1.2 JOB CONDITIONS

- 1.2.1 General: Use all means necessary to maintain environmental protection in proper and safe condition throughout progress of the Work.

1.3 PROHIBITED CONSTRUCTION PROCEDURE

1.3.1 General

The Contractor shall not conduct any operations which are considered to be prohibited construction procedures as defined by the New Jersey Department of Environmental Protection and/or the Occupational Safety and Health Administration. Prohibited construction procedures include, but are not limited to the following activities:

- (1) Dumping of spoil material into any watercourse, wetlands, vernal habitats, surface waters, sites listed or eligible for listing on the New Jersey or National Registers of Historic Places, or at unspecified locations;
- (2) Indiscriminate, arbitrary or capricious operation of equipment in any stream corridors, wetlands, vernal habitats or surface waters;
- (3) Pumping of silt-laden water from trenches or other excavations into any surface waters, stream corridors, wetlands or vernal habitats;
- (4) Damaging vegetation adjacent to or outside of the limit of disturbance;
- (5) Disposal of trees, brush and other debris in any stream corridors, wetlands, surface waters, or at unspecified locations;
- (6) Open burning of project debris;
- (7) Use of calcium chloride, petroleum products or other chemicals for dust control;
- (8) Use of asphaltic mulch binders; and
- (9) Any unpermitted discharge of sewage.

The Contractor shall, upon notification of the Engineer, cease any operations which, in the opinion of the Engineer, are considered to be prohibited construction procedures. The Contractor shall correct, as directed by the Engineer, any defects of said operations, at no cost to the Owner.

Any damage occurring to the surrounding area shall be repaired immediately by the Contractor at his expense. During construction the Contractor shall take all precautions and use barriers or other protective devices necessary to prevent damage to the existing structures or their contents beyond the limits necessary for the proper completion of the work.

1.3.2 Stockpile, Storage and Disposal.

Requirements with regard to the location and control of stockpile, storage and disposal areas, must conform to the following:

1. Contractor shall only stockpile material within the designated stockpile areas shown on the construction drawings.
2. The boundary of the stockpile area shall be clearly marked by concrete barriers and lined with polyethylene liner as outlined in the Stockpile Enclosure Detail. The stockpile area must be consolidated, dewatered and covered as outlined on the Dredge Sediment Control Plan (Sheet 3 of 4) Daily Dredging Sequence.

1.3.3 Noise Control:

In order to limit noise impacts in the vicinity of sensitive receptors, construction operations and activities must be limited as follows:

- (1) Monday through Friday between the hours of 7:00 A.M. and 6:00 P.M. unless variances to these times are granted in times of emergency.
- (2) No driving, pulling, or other operations entailing the use of vibratory hammers or compactors will be permitted, other than between the hours of 8:00 A.M. and 5:00 P.M.
- (3) The numbers of machines in operation at a given time must be limited to the minimum practicable.
- (4) All engine generators or pumps must have mufflers and be enclosed within a temporary structure.

1.4 REGULATIONS

The Contractor shall comply with all applicable Federal, State and local regulations governing the control of air and water pollution and solid wastes.

PART TWO - PRODUCTS - Not applicable.

PART THREE - EXECUTION

3.1 SAFETY REQUIREMENTS

- 3.1.1 Codes: All construction work shall be performed in accordance with all applicable safety codes. Applicable safety codes shall mean the latest edition including any and all amendments, revisions and additions thereto to the Federal Department of Labor, Occupational Safety and Health Administration's "Occupational Safety and Health Standards" (OSHA); and applicable safety, health regulations and building codes for construction in the State of New Jersey.

All work shall be accomplished in a manner to provide for the safety of the workmen, public and others who might be affected by the work. Safety requirements shall also include adherence to all applicable local safety codes and ordinances. The Contractor shall install and maintain all necessary warning signs, lights or other equipment required to maintain the safety of these operations.

- 3.1.2 Hazardous Environment: The work shall include the dredging and handling of regulated river sediments and proper precautions must be strictly adhered to. The Contractor shall be responsible for the safety of the workers, the general public, and all others who may be affected by the work. The Contractor shall prepare and submit a site specific Health and Safety Plan for review by the RE / Owner and no work shall be performed without formal approval of this plan.

3.2 PROTECTION

- 3.2.1 Existing Facilities: The Contractor shall make provision for the protection of all existing structures, utilities, trees, or other which might be damaged in the course of the Contractor's mobilization or construction operations.

Provide adequate and suitable protection to the Owner's occupancy and to the surrounding residential occupancy during the execution and completion of the work required as specified herein. Execution and completion of the work required shall be accomplished in such a manner that any and all residential activities may take place without any interference, interruption or endangerment, and at no time shall public health be compromised. The Contractor shall work in close cooperation and coordination with the Engineer to assure that no changes in the normal residential activities occur and a minimum of nuisances result from his operations.

END OF SECTION

PART ONE - GENERAL

1.1 DESCRIPTION

1.1.1 Work Included:

Under this section, the Contractor shall provide all labor, equipment and material necessary to control sediment resulting from construction operations and prevent excessive flow of sediment from the construction site, as shown on the Contract Drawings or as specified herein and approved by the Engineer. The Contractor shall perform all work required, including the installation of a polyethylene liner, haybales, sandbags, concrete barriers and the establishment of a dewatering system.

Every effort shall be made to prevent and correct problems associated with sedimentation immediately upon identification. At a minimum, sediment control measures shall conform to the following:

- a. All sedimentation control measures shall be in place prior to any dredging operations until construction is complete and the construction area is stabilized. After completion of the dredging and disposal activities, temporary control measures shall be removed and disposed of properly.
- b. All erosion and sedimentation control measures shall be constructed and maintained in accordance with the current "Standards for Soil Erosion and Sediment Control in New Jersey", prepared by the New Jersey State Soil Conservation Committee, 1999, incorporated herein by reference, as amended and supplemented.

In general, work to be included under this section shall include, but not be limited to, the following:

- (1) Sediment Control
- (2) Dewatering Operations

1.2 QUALITY ASSURANCE

1.2.1 Standards:

- (1) Comply with ANSI, OSHA, ASTM and all applicable Federal, State and local codes including revisions to date of contract.
- (2) Referenced Specifications:

New Jersey Department of Transportation Standard Specifications for Road and Bridge construction, dated 2007, plus addenda when referred to, shall become part of this specification for materials and construction requirements. A referenced Pay Item Number shall serve to describe the required work for this project providing material and construction conforming to all applicable requirements under the NJDOT Specifications except for measurement and payment. The measurement and payment section of the NJDOT Specifications shall **not** apply as all work under this section shall be included in the Contractor's lump sum and unit price bid for this Contract. Where the referenced specifications cites requirements differing from those included in these specifications, the more stringent, highest quality shall govern.

1.3 SEDIMENT CONTROL

1.3.1 General:

Sediment control procedures shall be utilized as shown on the Contract Drawings or as directed by the Engineer. Sediment control shall commence immediately and shall be maintained for the entire duration of the project.

The Contractor shall control sediment containment during all phases of construction, as shown on the Contract Drawings or as directed by the Engineer.

1.4 DEWATERING OPERATIONS

1.4.1 General:

To allow sediment to settle out of water the contractor shall construct the stockpile enclosure as shown on the Contract Drawings. Sediment will be placed on a crushed stone and sand layer (see Stockpile Enclosure detail on Sheet 5 of the Construction Drawings) to allow for natural filtration and allowed to remain in place for at least one hour prior to consolidation. The dewatering drum will be placed at the lowest elevation within the stockpile enclosure area and periodically adjusted as necessary.

The construction of the stockpile enclosure shall be consistent with environmental objectives and constraints. The Engineer shall approve proper construction of the stockpile area prior to the commencement of dredged operations.

PART TWO - PRODUCTS

2.1 SEDIMENT CONTROL

2.1.1 Silt Fence:

- A. Geo-textile fabric section shall have a width of at least 3 feet. The total exposed silt fence height shall be 2 foot high after 1 foot of fabric is buried in the existing soil.
- B. Heavy duty silt fence shall consist of Geo-textile fabric whose width shall be at least 4 feet to provide for a 3 foot high fence after 1 foot of fabric is buried in the existing soil.

- C. Geo-textile Sections shall be joined in such a manner that, when in operation, the sections work effectively as a continuous fence. Fence posts shall be installed at a slight angle toward the anticipated runoff source.

2.1.2 Inlet Filters:

Inlet filters, consisting of welded wire mesh and Geo-textile fabric, shall be installed to control sedimentation at existing and proposed inlet drainage structures.

For existing inlet structures, Geo-textile fabric shall be placed under the grates, over the curb and extend beyond a minimum of 6 inches. Coarse aggregate size No. 8 shall be placed behind each curb piece and on the Geo-textile fabric to secure the fabric in place.

Inlet filters shall be removed the same day as scheduled paving operations.

2.1.3 Wheel Cleaning Blankets

At poorly drained locations, subsurface drainage gravel filter or geotextile shall be installed before installing the stabilized construction entrance.

| Percent Slope of Roadway | Length of Stone Required | |
|--------------------------|---|--------------------|
| | Coarse Grained Soils | Fine Grained Soils |
| 0 to 2% | 50 ft | 100 ft |
| 2 to 5% | 100 ft | 200 ft |
| >5% | Entire Surface stabilized with FABC base course | |

Individual lot entrance and egress- After interior roadways are paved, individual lot ingress/egress points may require a stabilized construction entrance consisting of no. 3 stone (1" to 2") to prevent or minimize tracking of sediments. Width of the stone ingress/egress shall be equal to lot entrance width and shall be a minimum of 10 feet in length. If space is limited, vehicle tires may be washed with clean water before entering a paved area. A wash station must be located such that wash water will not flow onto paved roadways or into unprotected storm drainage systems.

When construction access exits onto a major roadway, a paved transition area may be installed between the major roadway and stoned entrance to prevent loose stones from being transported out onto the roadway by heavy equipment entering and leaving the site.

Maintenance: The entrance shall be maintained in a condition which will prevent tracking or flowing of sediment onto roadways. This may require periodic top dressing with additional stone or additional length as conditions demand and repair and/or cleanout of any measures used to trap sediment. All sediment spilled, dropped, washed, or tracked onto roadways (public or private) or other impervious surfaces must be removed immediately.

Where accumulation of dust/sediment is inadequately cleaned or removed by conventional methods, a power broom or street sweeper will be required to clean paved or impervious surfaces. All other access points which are not stabilized shall be blocked off.

2.1.4 Hay Bales

Haybales shall be bound with wire or baling twine. The twine shall be an ultraviolet light stabilized polypropylene which has a knot strength of 170 pounds and straight break strength of 300 pounds.

2.1.5 Silt Curtain

Contractor shall install two (2) silt curtains surrounding the perimeter of the dredging limit as shown on the construction drawings to remain in-place until completion of the project. The silt curtains will consist of an impervious vinyl material supported by PVC coated cables and floatation segments in accordance with the United States Army Corps of Engineers standard detail for Type II Silt Curtains. The outer curtain will be located 5' to 10' waterward of the inner curtain to provide additional level of protection.

PART THREE - EXECUTION

3.2 SOIL EROSION AND SEDIMENT CONTROL MAINTENANCE

Soil erosion and sediment control measures shall be maintained during the construction season as well as during winter months and other times when the project is closed down, to ensure that the measures function properly. Sediment controls shall be immediately inspected after each rain and any corrective work shall immediately be performed to return the soil erosion and sediment control measures to proper function, as directed. Silt curtains, inlet filters or hay bales damaged due to washouts or siltation shall be replaced as directed.

Sediment traps and basins shall be cleaned out when they are 50 percent filled. Silt fences, stone outlet structures, dewatering drum and hay-bales shall have sediment removed when the sediment reaches 50 percent of the height of the soil erosion and sediment control measure. Sediment removed shall be disposed of in accordance with NJDOT subsection 202.12.

Contractor is responsible for furnishing and maintaining one (1) 20 yard dumpster and temporary truck wash.

END OF SECTION

PART ONE - GENERAL

1.1 DESCRIPTION

This section describes the method of dredging and transport of the dredged river sediment to the permitted disposal site.

1.2 PERMIT COMPLIANCE

Contractor must comply with the all requirements stipulated in the Army Corps of Engineers Nationwide Permit No. 35 (PA# NAN-2017-00500-WCA) and New Jersey Department of Environmental Protection (NJDEP) Waterfront Development Permit (0239-05-0002.1 WFD 160001). A copy of all approvals (and associated plans) shall be maintained at the project site at all times.

Contractor is responsible for the preparation and submission of the notification to the First Coast Guard District for publication in the Local Notice to Mariners a minimum of fourteen days before construction. Notification shall be performed as outlined in Section (f) of the Army Corps of Engineers Permit (Appendix C).

PART TWO - PRODUCTS

2.1 DREDGED MATERIAL

Dredged material shall consist of all material excavated between the existing river bottom and the proposed channel depth, as shown on the drawings within a tolerance of +0 and -1 feet.

2.2 BATHYMETRIC SURVEY

Contractor is responsible for providing a post-excavation bathymetric survey upon completion of the dredging operations. In the event that the channel bottom is not excavated to the proper depths, additional material must be removed from the identified areas and a new bathymetric survey must be prepared at no additional costs.

PART THREE - EXECUTION

3.1 DREDGING

Dredging shall be performed in accordance with all standard and special conditions outlined in the New Jersey Department Environmental Protection and Army Corps of Engineering permit authorizations (Appendix C). Dredging activities are prohibited from **March 1 to June 30** to minimize adverse effects to essential fish habitat.

The contractor shall utilize an environmental clamshell bucket to minimize sediment displacement during dredging operations. The environmental clamshell shall consist of an articulating two-piece bucket which is mechanically hinged at the center and operated using a hydraulic, cable or telescopic closing system. The clamshell shall be equipped with working sensors to ensure complete closure of the bucket during the entire dredging operation. The environmental clamshell shall be inspected and approved by the Engineer

prior to dredging activities. Should the approved clamshell attachment require replacement at any point during the dredging operations, the Contractor shall contact the Engineer and any new equipment must be approved prior to use.

Contractor shall thoroughly sweep the entire bottom with the clamshell to ensure dredge depth tolerance have been attained and remove any obstructions found above the dredge grade line before moving the dredge from the work area. The clamshell shall be lifted slowly through the water at a rate of two feet per second to minimize sediment displacement. Contractor shall stop the dredge bucket as it breaks the surface of the water and allow the bucket to dewater prior to placing the sediment in the stockpile area.

Contractor shall dredge within the specified limits and to the depths indicated on the contract drawings, or as directed by the Engineer. Dredging shall include excavation of material to the dredge limits, depth, lines, and grade, as shown on the drawings.

Dredging tolerances are +0 foot and -1 feet from the required final elevation. The area shall be dredged to the minimum elevations. To assure excavation to the minimum pay depths, the Contractor is allowed a 1-foot deeper dredging tolerance and a maximum pay depth to 1 foot deeper than the minimum noted elevation.

The Contractor monitor dredge work throughout the course of the project for depth, slopes, location, and tolerances and shall be responsible for damages due to over-depth dredging or dredging outside the given limits for dredging. Side slopes shall not be steeper than noted on the drawings. Side slopes shall be dug from top to bottom to the grades shown on the drawings.

Contractor shall sweep the entire bottom with the clamshell to ensure dredge depth tolerance has been attained. Remove any obstructions found above the dredge grade line before moving the dredge from the work area.

Debris larger than 2 feet in any dimension must be placed within the on-site dumpster at the end of each work day. The debris shall be disposed of at an approved upland disposal site by the Contractor. Dredged material shall be placed deliberately in the dredge material containment area to prevent spillage.

A post bathymetric survey of the dredged areas will be performed by a Professional Land Surveyor licensed in the State of New Jersey, and paid for by the Contractor, to verify completion of work to specified depth, slopes, and tolerances before the Contractor demobilizes. Any material found above the specified grade shall be dredged to within tolerance. Additional post-dredge surveys required to confirm the channel depth shall be provided by the Contractor at no additional cost to the Engineer.

If quantities of dredge material exceed the contract amount Contractor shall notify the Engineer immediately.

Contractor shall establish horizontal controls by means of side and longitudinal range lines placed and checked by a professional land surveyor.

Contractor shall protect pilings and bulkheads in and near dredge areas from damage. Any damage to the existing pipe piles or bulkhead shall be repaired by the Contractor at no additional cost to the Owner.

Prior to beginning the dredging operation, Contractor shall relocate an existing equipment shed within the property limits as directed by the RE.

Additionally, Contractor shall repair all asphalt driveway or concrete surfaces damaged during dredging operations as outlined in Section 02500 Surface Restoration at no additional cost to the Owner.

3.1 DISPOSAL OF REGULATED MATERIAL

Payment for Disposal of Regulated Material shall be made at the unit price bid per ton as measured by disposal receipts and shall be full compensation for providing all labor, materials, equipment and all other incidentals necessary to load and deliver the soil to a fully licensed facility. The Contractor shall provide the RE all necessary documentation ensuring the facility is licensed by all appropriate agencies to accept the material prior to scheduling the work.

The unit price for Disposal of Regulated Material shall also include the costs for providing all labor, materials, equipment, laboratory analysis and all other incidentals necessary to obtain and analyze the appropriate number of waste classification samples for the disposal facility approval of the soil as measured by the RE and Contractor. It is anticipated that the material can be disposed of as non-hazardous contaminated soil. The preliminary laboratory analysis of the sediments in the project area show the material contains dioxin above their respective NJDEP Soil Remediation Standards. A copy of the analytical results is included for informational purposes (Appendix E).

Payment for Disposal of Regulated Material (i.e. debris intermixed with contaminated soil unacceptable to the soil disposal facility) shall be made at the unit price bid per ton as measured by disposal receipts and shall be full compensation for providing all labor, materials, equipment and all other incidentals necessary to deliver the material to a fully licensed disposal facility. Contractor shall provide RE all necessary documentation ensuring facility is licensed by all appropriate agencies to accept the material. This item shall also include the cost of any laboratory analysis required by the disposal facility prior to its acceptance of the material.

Prior to leaving the site, Contractor must ensure truck tires are free of sediment and leakage is prevented. All trucks used to transport dredged material to the approved disposal facility shall be tarped pursuant to the State DOT or applicable regulatory agency requirements.

3.3 WATER QUALITY AND TURBIDITY

Contractor shall monitor turbidity during dredging activities to prevent significant variations of typical turbidity levels experienced within this portion of the Passaic River. Three (3) sampling points will be established based on site conditions and levels will be recorded at two (2) and five (5) foot elevations above the river bottom. In shallow areas or during periods of low tide, elevations will be adjusted accordingly. Turbidity readings will be taken daily prior to the disturbance of any sediment displacement to determine accurate background levels immediately upstream and downstream of the area of concern.

Contractor shall work within the limit of dredging in a manner that minimizes turbidity, erosion of banks or channel bottom, or other water quality impacts. Contractor shall take all normal precautions to prevent turbidity at the dredging site including stopping the dredge bucket as it breaks the surface of the water to allow for dewatering prior to placing the dredge material in the stockpile area. Place the bucket on the bottom rather than dropping, unless dropping is required to excavate the sediments. Vertical bucket retrieval shall be at moderate speed to minimize the erosion of materials from the bucket. Reduce retrieval speed of the bucket if water quality monitoring indicates increased levels of turbidity.

END OF SECTION

PART ONE - GENERAL

1.1 DESCRIPTION

- 1.1.1 Work Included: Under this section, the Contractor shall provide all labor, equipment and material necessary to repair and replace pavements, walkways, curbs, topsoil and seeding complete in place, if damaged by the Contractor at no additional cost to the Owner.

In general, work to be included under this section shall include, but not be limited to, the following:

- (1) Pavements
- (2) Concrete Curbs

1.2 QUALITY ASSURANCE

1.2.1 Standards:

- (1) Comply with ANSI, OSHA, ASTM and all applicable Federal, State and local codes including revisions to date of contract.
- (2) Referenced Specifications:

New Jersey Department of Transportation Standard Specifications for Road and Bridge construction, dated 2007, plus addenda when referred to, shall become part of this specification for materials and construction requirements. The measurement and payment section of the NJDOT Specifications shall **not** apply as all work under this section shall be included in the contractor's lump sum and unit price bid for this Contract. Where the referenced specifications cite requirements differing from those included in these specifications, the more stringent, highest quality shall govern.
- (3) Final restoration shall be undertaken as soon as an area is no longer needed for construction, stockpiling or access. Excavated material unsuitable for backfill as set forth at N.J.A.C. 7:14-2.13 and considered to be solid waste pursuant to N.J.A.C. 7:26-1.6 shall be removed from the construction site and disposed of at a sanitary landfill approved and licensed by the Department
- (4) Topsoil shall be replaced with adequate amounts of topsoil material to restore the disturbed area to its original, pre-disturbance grade and depth of topsoil.
- (5) Rates and types of fertilization, liming, and seeding shall be as recommended by the local Soil Conservation District based on soil tests and local conditions. Seed mixtures shall be selected that are best suited for the particular site conditions. Seed selection shall provide for a quickly germinating initial growth, to prevent erosion, and for a secondary growth that will survive without continuing maintenance. Mulching shall occur immediately after seeding and in no case shall more than five (5) days elapse between seeding and mulching.
- (6) In landscaped areas, environmental features shall be replaced or restored to predisturbance condition or better. This includes sodding, replacement of trees and shrubs, fences, drives and other landscape features in kind.

1.2.2 Qualifications of Manufacturers: Products used in the work of this Section shall be produced by manufacturers regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the Engineer.

1.3 SUBMITTALS

1.3.1 General: Submit shop drawings in accordance with Section 01340, SUBMITTALS.

1.3.2 Product Data:

- (1) Manufacturer's specifications and other data required to demonstrate compliance with the specified requirements;
- (2) A complete materials list showing all items to be furnished and installed under this Section, and
- (3) Design mix and laboratory.

1.4 PRODUCT HANDLING

1.4.1 Protection: Use all means necessary to protect the equipment and materials of this section before, during and after installation and to protect the installed equipment and materials of other trades.

1.4.2 Replacements: In the event of damage, the Contractor shall immediately make all repairs and/or replacements necessary, to the approval of the Engineer and at no additional cost to the Owner.

PART TWO - PRODUCTS

2.1 PAVEMENT RESTORATION

2.1.1 General: The Contractor shall thoroughly prepare the subbase prior to placement of any asphalt pavement. This work shall include placement of additional DGA to fill missing subbase material, removal of unsuitable material and thoroughly proof rolling the entire roadway subbase prior to paving, as indicated on the Contract Drawings.

Pavement restoration shall be at least equal to the existing pavement, including concrete base. Concrete road base is to be replaced, in kind, wherever encountered.

2.1.2 Pavement Restoration (Concrete Base Encountered): All asphalt pavement courses shall be hot mix asphalt pavement conforming to material requirements of the following:

Course Type:

- (A) Surface Course: New Jersey Asphalt Pavement Association, The Hot Mix Asphalt Pavement Design Guide; 2 inch, 12.5M64.

- (B) Concrete Base Course: NJDOT Section No. 305, 8 inch, 4000 psi Portland Cement Concrete.
- (C) Subbase Course: NJDOT Section No. 208 Conforming with Section 02221, EXCAVATION, BACKFILLING AND COMPACTING.
- (D) Tack Coat: NJDOT Section No. 404.13 and 404.02
Tack coat-emulsified asphalt.

2.1.3 Pavement Restoration (Concrete Base Not Encountered): All asphalt pavement courses shall be hot mix asphalt pavement conforming to material requirements of the following:

Course Type:

- (A) Surface Course: New Jersey Asphalt Pavement Association, The Hot Mix Asphalt Pavement Design Guide and NJDOT Section 902.02; 2 inch, 12.5M64.
- (B) Base Course: New Jersey Asphalt Pavement Association, The Hot Mix Asphalt Pavement Design Guide and NJDOT Section 902.02 ; 4 inch, 19M64.
- (C) Subbase Course: New Jersey Asphalt Pavement Association, The Hot Mix Asphalt Pavement Design Guide; 6 inch, Dense Graded Aggregate Base Course. Conforming with Section 02200, SELECT FILL AND FOUNDATION MATERIAL.
- (D) Tack Coat: NJDOT Section No. 404.13 and 404.02
Tack coat-emulsified asphalt.

2.1.4 Design Mix: All paving materials shall conform to a design mix for the job utilizing materials from a single source. Design mix shall be developed by a laboratory engaged by the Contractor in the design and control of road pavement materials and their installation. No laboratory shall be engaged without prior approval of the Engineer.

The laboratory shall collect at the site of the work a minimum of two samples daily from each batch of paving materials produced or utilized and shall test same for adequacy in proportioning of material, strength, compaction, and thickness in place. Laboratory service shall include costs for obtaining pavement cores daily. All sample collection and analyses shall conform to the AASHTO requirements, latest revision.

2.1.5 Source of Paving Materials: All paving materials for the base course and tack coat shall be derived from a single source, batch or continuous mix plant, capable of quality control to the limits set in the NJDOT Specifications. The Contractor shall employ only such plant as has been previously certified as an acceptable source of paving materials by the NJ Department of Transportation.

2.2 CONCRETE CURB

- 2.2.1 General: All curbs shall be of concrete as shown on the Contract Drawings and in accordance with NJDOT Section 605.

PART THREE - EXECUTION

3.1 INSPECTION

Examine the areas and conditions under which work of this Section will be installed. Correct conditions detrimental to proper and timely completion of the work. Do not proceed until unsatisfactory conditions have been corrected.

3.2 FINISH TOLERANCES

Finish all surfaces to the following tolerances:

- (1) Base course: Plus 0.00 ft. to minus 0.10 ft. from line and grades shown of the Contract Drawings.
- (2) Asphaltic concrete and portland cement concrete surfaces: Plus or minus 0.05 ft. at any point from line and grade shown on the Contract Drawings.

END OF SECTION