



CONTRACT No. B035

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

CONTRACT AND SPECIFICATIONS

FOR

MAINTENANCE SEDIMENT REMOVAL FOR PVSC AND WITCO DOCKS INCLUDING SEDIMENT DISPOSAL

June 2016

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**TO ALL HOLDERS OF RECORD OF PVSC BIDDING CONTRACT
DOCUMENTS DATED JUNE 2016 FOR:**

**CONTRACT NO. B035 – MAINTENANCE SEDIMENT REMOVAL FOR PVSC AND
WITCO DOCKS INCLUDING SEDIMENT DISPOSAL**

Addendum No. 1 August 4, 2016

Specification Changes:

1. In the third paragraph of Section 00010 change August 13, 2016 to August 16, 2016.
2. Section 00300, delete this Section in its entirety and replace with new section 00300 which is attached hereto and made part hereof
3. Section 01025, Measurement and Payment, delete this section in its entirety and replace with new Section 01025, Measurement and Payment which is attached and made part hereof.

The following clarifications to the documents are also provided:

1. At the pre-bid conference a question was raised regarding access to the barge docks. The PVSC barge dock is an active dock and the contractor must relocate his operations as needed to accommodate barge deliveries. Currently, barge deliveries are received from 3 different sources and notice is provided of these deliveries to PVSC no less than 48 hours prior to the deliveries. Deliveries are received from New York City, up to two deliveries per day at approximately 12:30 and 14:30. These barges typically take two hours each to unload. Leachate deliveries are received from Virginia, typically docking at approximately 16:00 and taking up to 12 hours to unload, and one delivery per week is received from Bergen County on the weekend anywhere from Friday afternoon until Sunday. Removal of this barge is somewhat tide dependent.

To accommodate the contractor's operation, PVSC will provide an 8 hour long window each day for the contractor to work. This window will be from 04:00 until 12:00. Standby time that is included in the new bid sheet will be applied **ONLY** to actual disruptions during this period and only for disruptions in front of the PVSC dock. Activities in front of the Witco dock may be performed during normal working hours. In addition, if barge deliveries allow the contractor to work beyond 12:00, this will be allowed.

Finally, bidders are also advised that with adequate notice, sludge deliveries from NYC may be cancelled for up to 2 days per week. Should this be required by the contractor, PVSC will entertain cancelling the deliveries to accommodate the contractor's operation.

2. The following question was provided by Donjon Marine Co., Inc.:

"In addition to our dredging capability that last performed this dredging in 2010 with disposal at the NBCDF, Donjon Marine Co., Inc. owns and operates a dredge material processing facility. This facility has managed millions of cubic yards of material for the USACE, Port Authority of New York and New Jersey, and numerous private clients for the last fifteen years. Associated with the processing facility, Donjon has a network of upland placement sites. Would the PVSC consider providing the sampling data for this project to allow an alternate bid providing a potential savings to PVSC? Donjon would assume the responsibility of filing and obtaining a modification to the current Acceptable Use Determination as part of Donjon's cost responsibilities."

Response: The proposed approach is not an alternate bid, as the contractor has responsibility for disposal of all materials in the existing contract documents. The sampling data requested is available to be picked up by the bidders at the offices of the Program Manager at PVSC.

END OF ADDENDUM NO. 1

Note:

This Addendum is issued for the purpose of amending the requirements of the Contract Documents and is hereby made part of the said Contract Documents to the same extent as though it were originally included therein.

Please **Remember:**

Bidders must acknowledge receipt of this Addendum on the Acknowledgement of Receipt of Changes to Bid Document Form (00402) when submitting the Bid. Failure to acknowledge receipt of the Addendum in writing with the bid is a mandatory cause for the bid to be rejected

DIVISION 00

BIDDING AND CONTRACT REQUIREMENTS

PASSAIC VALLEY SEWERAGE COMMISSION
NEWARK, NEW JERSEY

MAINTENANCE SEDIMENT REMOVAL FOR PVSC AND WITCO DOCKS
INCLUDING SEDIMENT DISPOSAL

CONTRACT NO. B035

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<u>Attachment No.</u>	<u>List of Attachments</u>
1	USACE SECTION 10/404 Permit
2	NJDEP – Waterfront Development Permit (including Coastal Consistency and State Water Quality Certificate)
3	Letter of Authorization for HCIA for Placement of Dredge Materials

REFERENCE

Aqua Survey Inc. Report on Testing and Sampling of sediment at PVSC, Dated October 31, 2014.

Report is available for review at the PVSC Engineering Department.

SECTION 00010

INVITATION TO BID

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

CONTRACT NO. B035
MAINTENANCE SEDIMENT REMOVAL FOR PVSC AND WITCO DOCKS
INCLUDING SEDIMENT DISPOSAL

Work to be performed under Contract No. B035 includes furnishing all labor, materials, supplies, tools, equipment and other facilities required by the Contract Documents for maintenance sediment removal along the bulkhead of the PVSC Sludge Loading Facility and the former Witco waterfront parcel including the transportation of all removed sediments to a lawfully permitted dredged materials processing facility for processing prior to disposal, and the transportation and disposal of the processed sediments at a lawfully permitted Upland Disposal Site. PVSC have 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 Koppers Seaboard site 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, 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 June 23, 2016 until 10:00am 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 Purchasing Department. 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 and waive any Bid informalities, defects or irregularities when it has sound documented business reasons which are in the best interest of PVSC and the project. 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 maintenance bonds are included in the Bidding Documents.

A pre-bid meeting and tour of the Project Area will be held on June 1, 2016. The meeting will take place at PVSC's Purchasing Department, with site visit to follow. Bidders are strongly recommended to attend the pre-bid meeting and site visit.

Copies of the Bidding Documents will be available at the offices of the PVSC's Program Manager, A Joint Venture of AECOM and HDR. Program Manager's Office is located at PVSC's Plant, 600 WILSON AVENUE, NEWARK, NEW JERSEY, 07105. Regular business hours are 8:15 a.m. to 4:15 p.m. Contact is Mr. Steve Bisuo (phone 973 817 5744). Cost of complete full-sized Bidding Documents is \$100.00 per set (non-refundable) for each set of contract documents ordered payable only by business check to Passaic Valley Sewerage Commission. Bidding Documents and drawings will be available for examination at the office of the purchasing department at Passaic Valley Sewerage Commission. 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 pursuant to the Public Works Contractor Registration Act, P.L. 1999, c238. Bidder may submit registration certificate with bid. Certificate must be submitted before award of 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 Standard General Conditions and Supplemental General Conditions (Specification Sections 00700 and 00800). The "OWNER" is the Passaic Valley Sewerage Commission. 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 Engineering Department at PVSC as described in the Invitation to Bid. Bidding Documents will be available for examination at the office of the Purchasing Department at PVSC.
- 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 OWNER 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.

1.05 Interpretations and Addenda

- A. All questions about the meaning or intent of the Bidding Documents are to be directed to OWNER in writing. In addition, questions will also be accepted verbally at the prebid meeting. Interpretations or clarifications and replies considered necessary by OWNER, in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by OWNER 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. 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 (NJSA 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 Standard 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 (NJSA 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.

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 L1997, C408.
- 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. The Contractor shall complete the forms indicating not applicable where appropriate. 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

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.

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. OWNER may reject bids when it has sound, documented business reasons which are in the best interest of the OWNER. 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, and Maintenance Bonds.

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. Attendance at the pre-bid meeting is strongly encouraged, but is not mandatory. Representatives of OWNER will be present to receive questions verbally on the Project. No technical questions will be answered at the meeting. OWNER will transmit to all prospective Bidders of record such Addenda as OWNER 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 NJSA 10:2-1 through 10:2-4, the New Jersey Law against Discrimination, NJSA 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.

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 pursuant to N.J.S. A. 34:11-56.25 et seq. OR the United States Secretary of Labor pursuant to 29 CFR Part 5, whichever is greater.

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 OWNER

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. 58A: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.

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.A.C. 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.

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 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.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

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 Records Retention

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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses demands, or damages, 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 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 [RFP/RFQ] is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the [RFP/RFQ], 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. Failure to submit items 2, 3, 4, 7, 9, 10, 13, and 15 below is a mandatory clause for the bid to be rejected (N.J.S.A. 40A:11-23.2). Failure to submit items 1, 5, 6, 11, and 12 below may be cause for the Bid to be rejected (N.J.S.A. 40A:11-23.16).**

<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. B035 – MAINTENANCE SEDIMENT REMOVAL FOR
PVSC AND WITCO DOCKS INCLUDING SEDIMENT DISPOSAL

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/she 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 PVSC as therein set forth, and that he/she 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/she has carefully examined the site of the work and that, from his/her own personal investigations and research, has satisfied himself/herself 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/she 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/she 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 OWNER. 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/She 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/she understands and agrees to the conditions for liquidated damages.
- I. Upon completion, inspection and acceptance by PVSC of the work, CONTRACTOR shall turn over to PVSC 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 and unit cost bid prices and allowance.

BID ON CONTRACT NO. B035
MAINTENANCE SEDIMENT REMOVAL FOR PVSC AND WITCO DOCKS INCLUDING SEDIMENT DISPOSAL

Item No.	Description of Cost	Quantity	Price Written in Words	Amount of Bid Price	
				Dollars	Cents
1	LUMP SUM	---	Mobilization and Demobilization in Compliance With N.J.A.C. 7:14-2.9 for _____ Dollars _____ Cents		
2	UNIT COST	CUBIC YARDS 14,000	Maintenance Sediment Removal for PVSC and Witco Docks Including Sediment Disposal, cubic yards for _____ Dollars _____ Cents per cubic yard	(1)	
3	LUMP SUM		Pre and Post Dredge Bathymetric Survey for _____ Dollars _____ Cents		
4	ALLOWANCE	---	Unforeseen Contingencies for _____ Seventy-Five Thousand and No Cents _____ Dollars _____ Cents	\$75,000	

(1) For Amount of Bid Price, Multiply Unit Cost by Quantity Given.

TOTAL BID PRICE (Sum of Items No. 1 through 4)
(in Figures) \$ _____

Amount Written: _____ Dollars and _____ Cents

The "Unforeseen Contingency" allowance is 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 OWNER for utilization of any part of the contingency allowances for any such work shall be required. See Section 01020.

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 _____ 201____.

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. B035 – MAINTENANCE SEDIMENT REMOVAL FOR PVSC AND WITCO
DOCKS INCLUDING SEDIMENT DISPOSAL

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. B035 – MAINTENANCE SEDIMENT REMOVAL FOR PVSC AND WITCO DOCKS INCLUDING SEDIMENT DISPOSAL 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 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 _____, 201__

Notary Public in and for

_____ County, _____

My Commission Expires

_____, 201__

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 _____ 201__.

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

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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 _____, 201__.

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

MAINTENANCE SEDIMENT REMOVAL FOR PVSC AND WITCO DOCKS INCLUDING SEDIMENT DISPOSAL (Name of Construction Project)	B035 (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 submitted 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 state-assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The state-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 state-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 state-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 certification, 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 or 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 state-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 which are not exempt from the provisions of the Equal Opportunity clause, and 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 _____, 201__.

Notary Public of
My Commission expires _____, 201__.

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.

Name

Business Address

Telephone

Project

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: _____

10. 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. Contractor must write in "Not Applicable" under "Name" if subcontractor is not being utilized.

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 non-waivable. 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 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." (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

CERTIFICATE OF EQUAL OPPORTUNITY

To: _____
Name of Union or Organization of Workers

The undersigned currently hold contract(s) numbered _____ with
_____ which has received funds from the New Jersey Environmental Infrastructure Trust or
(a) subcontract(s) with a prime contractor of the (grantee).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with the President's Executive Orders 11246 and 11375, the undersigned is obliged not to discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The undersigned will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The undersigned 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.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Orders 11246 and 11375.

/s/ _____
Contractor or Subcontractor

Date

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

- 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)

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/Offerrer 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. B035
PASSAIC VALLEY SEWERAGE COMMISSION
600 WILSON AVENUE
NEWARK, NEW JERSEY 07105

CONTRACT AGREEMENT

MAINTENANCE SEDIMENT REMOVAL FOR PVSC AND WITCO DOCKS INCLUDING
SEDIMENT DISPOSAL

THIS AGREEMENT, made and executed this ____ day of _____, 201__, 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, partnership, individuals etc. chartered under the laws of the State, 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 Paulus, Sokolowski and Sartor, LLC, PO Box 4039, Warren, NJ 07059.

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 90 consecutive calendar days from the day of the CONTRACTOR's receipt of the written Notice to Proceed. THE CONTRACTOR shall comply with all provisions in the Contract Documents regarding time of completion of construction.

Milestone	Description of Work	Contract Time (Days)
1	Final Completion of Maintenance Sediment Removal for PVSC and WITCO Docks Including Sediment Disposal	90

Time is of the essence for final completion of all work within the time period starting from the CONTRACTOR's receipt of the 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 Owner's Representative, written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Owner's representative 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, the sum of Three Thousand Dollars (\$3,000.00/day), 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 reserves the right to retain and/or release liquidated damages.
- 7.2 In addition to liquidated damages the CONTRACTOR shall pay to the OWNER all costs incurred by the OWNER for additional 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 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 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) All drawings (Site and Traffic) inclusive.
- 11) Addenda numbers _____ to _____, inclusive.
- 12) 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. B035 – MAINTENANCE SEDIMENT REMOVAL FOR PVSC AND WITCO DOCKS INCLUDING SEDIMENT DISPOSAL;
- b) _____ (One hundred percent (100%) of the amount of the contract) for PAYMENT of labor and materials

Signed this _____ day of _____ 201__.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, the above named principal did on the _____ day of _____, 201__, 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 _____ 201__.

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 _____, 201__

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
_____, 201__.

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. B035
MAINTENANCE SEDIMENT REMOVAL FOR PVSC AND WITCO DOCKS INCLUDING
SEDIMENT REMOVAL

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.

SECTION 00700

STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT

Prepared by

Engineers Joint Contract Documents Committee

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
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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).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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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>
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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
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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
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Additional Articles

18	Liquidated Damages.....	00800-23
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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)	
19.08	Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (SEDs) (N.J.A.C. 7:22-9)	
19.09	Termination of Loans	
19.10	Davis Bacon Act	
19.11	Construction of Wastewater Treatment Facilities (N.J.A.C. 7:14-2)	

<u>Exhibit No.</u>	<u>List of Exhibits</u>
1	Prevailing Wage Rates
2	List of Debarred Contractors and Subcontractors
3	Davis Bacon Act – Labor Standards Provisions for Federally Assisted Construction Contracts (EPA Form 5720-4) and USEPA Attachment 6 – Requirements for Subrecipients that are Government Entities
4	Contract Modification Proposal and Acceptance Form
5	N.J.A.C. 7:22-9 and N.J.A.C. 7:22-10.11, 12
6	SED Participation Building Phase Quarterly Report (Form OEO-002)
7	SED Participation Monthly Progress Report (Form OEO-003)
8	PVSC SED Utilization Plan
9	N.J.A.C. 7:14-2
10	N.J.S.A. 2A:44-143, 144
11	List of Drawings

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”
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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 Superintendant*

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 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).

The CONTRACTOR is advised of the 15-MPH speed limit on all plant roads, and will be held responsible for his employees (and Subcontractors) compliance with this and all rules for traffic safety in the plant.

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 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.

Before any work commences on OWNER property, the CONTRACTOR's Superintendent shall contact the OWNER Facility Supervisor at the site. The OWNER Supervisor will inform the CONTRACTOR of the OWNER emergency plant evacuation plan and where he is to assemble his personnel.

The CONTRACTOR shall instruct and show his personnel where to assemble, at the sound of the OWNER emergency evacuation siren. The facility Supervisor will notify the CONTRACTOR's personnel of the emergency evacuation route they are to follow. At the assembly point, the CONTRACTOR's person in charge shall account for all his personnel, supply transportation, and see that they utilize the prescribed evacuation route.

Every third Wednesday of each month at 11:00 a.m. the evacuation siren is put through a test cycle, it is not required to assemble for the test cycle.

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 | <i>Replacement of ENGINEER</i> | Delete this Section in its entirety. |
| 8.06 | <i>Insurance</i> | Delete this Section in its entirety. |
| 8.11 | <i>Evidence of Financial Arrangements</i> | 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 verify that tests, equipment and systems start-ups and operating and maintenance instructions are conducted as required by 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 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 CONTRATOR. 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, arbitative 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 pursuant to N.J.S. A. 34:11-56.25 et seq. OR the United States Secretary of Labor 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, 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.

19.08 *Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (SEDs) (N.J.A.C. 7:22-9)*

It is the policy of the PVSC to promote award of contracts to Socially and Economically Disadvantaged (SED) small business enterprises by stipulating specific requirements for involving such businesses in contracting. The failure of the Contractor to demonstrate a good faith effort to achieve the goals set forth herein by utilizing best efforts to implement the SED utilization plan will constitute an event of default of the Agreement. PVSC shall designate a compliance officer who shall be responsible for coordinating SED utilization efforts for the Agreement and for monitoring compliance with the plan. PVSC reserves the right to audit the Contractor's SED records to insure compliance with this provision. Socially and economically disadvantaged businesses definitions and associated terms are defined in the N.J.A.C. 7:22-9.2.

The CONTRACTOR is advised that not less than ten (10) percent of the total amount of all contracts for building, materials or services for the project shall be awarded to small business concerns owned and controlled by socially and economically disadvantaged individuals as defined in Section 637 (a) and 637 (d) of the Small Business Act (15USC, 637 (a) and 637 (d)), and any regulations promulgated thereto.

When soliciting services from subcontractors, the Contractor must include the 10% goal in its Proposals. Contract work cannot commence until the PVSC has approved the Contractor's SED Utilization Plan.

The CONTRACTOR's Plan to meet SED Utilization Requirements shall be submitted by the successful bidder within 30 days of Contract award to the PVSC. To be approvable, the SED Utilization Plan for subcontractors, suppliers and construction, must detail the steps taken or be taken by the CONTRACTOR to provide for SED utilization for the total fair share percentage established by the Agreement. It must further provide adequate documentation to evidence the CONTRACTOR's efforts to date and planned efforts toward achieving the goal over the duration of the project.

Additional guidance on implementation of SED Requirements is included under N.J.A.C. 7:22-9 et seq. as given in the attached. Copies of Form OEO-002, SED Participation Building Phase Quarterly Reporting Form for Contracting Agencies and Contractors; and Form OEO-003, SED Participation Monthly Progress Report are included for CONTRACTOR's use. The CONTRACTOR shall comply with all requirements imposed by the OWNER in order to fulfill the SED Utilization Requirements, as further clarified in PVSC's SED Utilization Plan as given in the attached. (See exhibits 5 through 8 for the aforementioned documents).

19.09 Termination of Loans

Termination of loans by the Department shall be conducted as follows:

1. The Department may terminate a Fund loan in whole or in part for good cause. The term "good cause" shall include but not be limited to:
 - i. Substantial failure to comply with the terms and conditions of the Fund loan agreement;
 - ii. Default by the recipient;
 - iii. A determination that the Fund loan was obtained by fraud;
 - iv. Without good cause therefor, substantial performance of this project work has not occurred;
 - v. Gross abuse or corrupt practices in the administration of the project have occurred; or
 - vi. Fund moneys have been used for non-allowable costs.
2. The Department shall give written notice to the recipient (certified mail, return receipt requested) of its intent to terminate a Fund loan, in whole or in part, at least 30 days prior to the intended date of termination.
3. The Department shall afford the recipient an opportunity for consultation prior to any termination. After such opportunity for consultation, the Department may, in writing (certified mail, return receipt requested), terminate the Fund loan in whole or in part.

- (b) Project termination by the recipient shall be subject to the following:
1. A recipient shall not unilaterally terminate the project work for which a Fund loan has been awarded, except for good cause and subject to negotiations and payment of appropriate termination settlement costs. The recipient shall promptly give written notice to the Department of any complete or partial termination of the project work by the recipient.
 2. If the Department determines that there is good cause for the termination of all or any portion of a project for which the Fund loan has been awarded, the Department may enter into a termination agreement or unilaterally terminate the Fund loan effective with the date of cessation of the project work by the recipient. The determination to terminate the Fund loan shall be solely within the discretion of the Department. If the Department determines not to terminate, the recipient shall remain bound by the terms and conditions of the Fund loan agreement.
 3. If the Department determines that a recipient has ceased work on a project without good cause, the Department may unilaterally terminate the Fund loan pursuant to this section.
- (c) The Department and recipient may enter into a mutual agreement to terminate at any time pursuant to terms which are consistent with this subchapter. The agreement shall establish the effective date of termination of the project and the schedule for repayment of the Fund loan.
- (d) Upon termination, the recipient may be required to immediately refund or repay to the State the entire amount of the Fund loan moneys received. If the loan is guaranteed by a security/deficiency agreement may have to be brought into effect to ensure the entire repayment of the Fund loan. The Department may, at its discretion, authorize the immediate repayment of a specific portion of the Fund loan and allow the remaining balance to be repaid in accordance with a revised Fund loan repayment schedule.
- (e) The recipient shall reduce the amount of outstanding commitments insofar as possible and report to the Department the uncommitted balance of Fund moneys awarded under the Fund loan. The recipient shall make no new commitments without the Department's specific approval thereof. The Department shall make the final determination of the allowability of termination costs.
- (f) In addition to any termination action, the Department retains the right to pursue other legal remedies as may be available under federal, State and local law as warranted.

19.10 Davis Bacon Act

The CONTRACTOR shall comply with the requirements of the Davis Bacon Act as given in the attached Exhibit 3.

19.11 Construction of Wastewater Treatment Facilities (N.J.A.C. 7:14-2)

Chapter 7:14 of N.J.A.C. shall have precedence over other potentially contradictory language elsewhere in the contract documents. A copy of Chapter 14 is available from the State of New Jersey and is available for review at the offices of the Passaic Valley Sewerage Commission.

EXHIBIT NO. 1

PREVAILING WAGE RATES

A copy of the Essex 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.

EXHIBIT NO. 2

LIST OF DEBARRED CONTRACTORS AND SUBCONTRACTORS



State of New Jersey

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

June 9, 2016

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 Michael Lenec, Partner Devin Lemere, Partner	300 Mamaroneck Avenue, #733, White Plains, NY 10605 300 Mamaroneck Ave, White Plains, NJ 10605 300 Mamaroneck Ave, # 133, White Plains, NY 10605	06/29/2018
A & H Contracting, Inc.	33 Eastwood Blvd., Manalapan, NJ 07726	05/27/2017
A.J. Skora Inc. Andrzej Skora, President	1982 Route 9, Toms River, NJ 08753 67 Cox Cro Road, Toms River, NJ 08755	08/18/2016
A.V. Construction, Inc. Michael Verduci, President	12 Verduci Dr., Newtown, PA 18940 12 Verduci Drive, Newtown, PA 18940	05/25/2018
AB Contracting & Developmernt LLC Michael Santos, President	191 Central Ave, 2nd Floor, Newark, NJ 07101 988 Johnson Place, Apt. 4, Union, NJ 07083	11/26/2016
Advantage Contracting & Entertainment Services Inc John H. Madara, President	319 Terrace Street, Rahway, NJ 07065 319 Terrace St, Rahway, NJ 07065	05/07/2018
Advantage Sport USA, Inc. Maurice Guariglia, Owner / Officer	1 Tigan Street, Winooski, VT 05404 494 North Barbor Road, Colchester, VT 05446	01/19/2019
All County Pipeline & Site Excavation Inc. Christine Charles, Vice-President Eric Charles, President	164 Ball Ave, Parsippany, NJ 07054 396 Cherry Ln, Mendham, NJ 07945 396 Cherry Ln, Mendham, NJ 07945	04/21/2017
Allied Construction LLC. Allied Construction Management, LLC Alfred Sciubba, Managing Member	100 Dobbs Lane, Suite 102, Cherry Hill, NJ 08034 3 Chadwick Drive, Voorhees Twp., NJ 08043	10/21/2016
AMC Industries LLC same Denise Mautone, Member Anna Mautone, Member Lisa Mautone, Member	P.O. Box-760, Holmdel, NJ 07733 18A South Bears Street, Holmdel, NJ 07733 88 Stilwell Road, Holmdel, NJ 07733 25 Roberts Road, Holmdel, NJ 07733	08/04/2016
American Eagle Contractor, Inc. Agustin Zuniga, President	420 Broadway, Long Branch, NJ 07740 420 Broadway, Long Branch, NJ 07740	08/11/2017

<u>CONTRACTORS AND SUBCONTRACTORS</u>	<u>ADDRESS</u>	<u>EXPIRATION DATE</u>
American Welding Services American Welding Services, Inc. Brian O'Shea, Owner	1041 Glassboro Rd D-2, Williamstown, NJ 08094 1041 Glassboro Rd. D-2, Williamstown, NJ 08094	07/09/2017
Antiveros Construction, Inc. Donnie Antiveros, President Olga Conteras, Vice-President	677 Old Highway 64, Etowah, NC 28729 677 Old Highway 64, Etowah, NC 28729 677 Old Highway 64, Etowah, NC 28729	10/19/2018
Apex Tower Services, Inc. Richard Pluese, Vice-President	245 Sharp Road, Marlton, NJ 08053 66 E Cedar Avenue, Marlton, NJ 08053	02/09/2019
Area Fuel Paul Grillo, Owner Paul Grillo, Owner	207 Butler Ave, Staten Island, NY 10307 207 Bulter Ave, St. Island, NY 207 Butlerr Ave, Staten Island, NY 10307	02/17/2018
Arete Development Inc. Arete Development Inc. Justin Ettere, Vice-President John Ettere, Owner Matthew Ettere, Vice-President Jonathan Ettere, President	20 Industrial Road, Fairfield, NJ 07004 52 Brass Castle Road, Washington, NJ 07882 1453 Tooz Place, South Plainfield, NJ 07080 8 Brookside Drive, Warren, NJ 07059 7 Craig Road, Readington, NJ 08853	01/04/2019
Artco Contracting & Development Artco Contracting & Development, Inc. Peter Santos, President	35 Elmwood Ave, Unit 2B, Union, NJ 07083 35 Elmwood Ave, Unit 2B, Union, NJ 07083	08/26/2016
B & B Atlantic LLC Florian Dobre, Partner	526 Sheridan Ave., Roselle, NJ 07203 526 Sheridan Ave, Roselle, NJ 07203	12/01/2016
Barzzini Construction John Sorrentino, Owner	65 Fern St, Browns Mills, NJ 08015 65 Fern St, Browns Mills, NJ 08015	09/15/2017
BCA Trucking LLC	10 Pleasant Place, Kearny, NJ 07032	08/04/2016
BCA Trucking, LLC David Bastos, Managing Member	P.O. Box 5806, Newark, NJ 07105 10 Pleasant Place, Kearny, NJ 07032	08/04/2016
Beckett Enterprises, Inc. Wesley J. Beckett Jr., President	P.O. Box 334, Malaga, NJ 08328 110 Oak Avenue, Malaga, NJ 08328	01/05/2017
Blue Skies Electric L.L.C. Scott Frasca, Manager Rachel Frasca, Owner	326 Coles Mill Road, Williamstown, NJ 08094 326 Coles Mill Road, Williamstown, NJ 08094 326 Coles Mill Road, Williamstown, NJ 08094	01/06/2017
Bogert Millwork Company, Inc. Anthony Yaniero, Vice-President Susan Yaniero, Owner	105 Johnson Ave., Hackensack, NJ 07601 848 Bogert Road, River Edge, NJ 07661 848 Bogert Road, River Edge, NJ 07661	06/08/2019
Brian Patterson Mechanical Contracting, Inc. Brian Patterson, President	5 Cindy Lane, Ocean, NJ 07712 11 Arlene Drive, West Long Branch, NJ 07764	03/29/2018
Brothers Landscaping J.H. Brothers Inc. Brad J. Moini, President	169 Robertsville Rd., Freehold, NJ 07728 101 Buttonwood Lane, Freehold, NJ 07728	01/05/2018
C & E Contracting, Inc. Donald Fleming, President	PO Box 690, Boonton, NJ 07005 340 Reservoir Road, Boonton, NJ 07005	12/15/2018
Calvin's Floor Service, aka Calvin's Carpet Service Calvin Hudson, Owner	126 Winding Ridge Road, Dover, DE 19904 126 Winding Ridge Road, Dover, DE 19904	06/11/2016
Camelot Roofing, LLC Juan J. Barquero, Owner	1455 St. George Ave., Roselle, NJ 07203 533 South 5th Street, Elizabeth, NJ 07206	02/17/2018
Caslo Drywall Corp. Luis Oliveras, Owner	644 East 2nd St, Unit 2, Plainfield, NJ 07060 644 East 2nd St., Plainfield, NJ 07060	04/22/2017

<u>CONTRACTORS AND SUBCONTRACTORS</u>	<u>ADDRESS</u>	<u>EXPIRATION DATE</u>
Centurion Companies Inc.	795 Susquehanna Avenue, Franklin Lakes, NJ 07417	07/24/2016
Glen P. Poppe, Secretary	795 Susquehanna Ave, Franklin Lakes, NJ 07417	
Christopher Poppe, President	317 Greenridge Road, Franklin Lakes, NJ 07417	
Chalmers Construction LLC.	435 Minnisink Road, Totowa, NJ 07512	11/20/2016
Shawn Chalmers, Owner	337 Crown Street, Brooklyn, NY 11211	
Keith Mishoe, Owner	341 Seaton Avenue, Roselle Park, NJ 07204	
Chanez Landscaping, LLC	PO Box 5646, New Brunswick, NJ 08903	09/23/2017
Noe Chanez, Principal	55 Miller Ave., Somerset, NJ 08873	
Cityline Contracting Inc.	556 Humboldt Street, Brooklyn, NY 11222	08/03/2017
Dorothy Dobiecka, President	556 Humboldt Street, Brooklyn, NY 11222	
Andrzej Citak, Vice-President	556 Humboldt St, Brooklyn, NY 11222	
CJC Builders Corp.	220 Mount Pleasant Ave., Newark, NJ 07104	01/07/2019
Curillo Guaman, Owner	197 Broad Street, Newark, NJ 07104	
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	
Coons Construction, LLC	23178 Summer View Circle, Three Springs, PA 17264	04/06/2018
William Coons, Owner	23178 Summer View Circle, Three Springs, PA 17264	
Coplen Management, Inc.	828 Highland Ave, Paramus, NJ 07652	06/25/2016
Mahesh Patel, Owner	828 Highland Ave, Paramus, NJ 07652	
CPS Mechanical Contractors, Inc.	203 Woods Ave, Bergenfield, NJ 07621	12/15/2017
Margaret Sherman, President	203 Woods Avenue, Bergenfield, NJ 07621	
CRC Concrete Raising of South Jersey, Inc.	110 South Harding Highway, Landisville, NJ 08326	02/01/2019
Theresa Frajdenberg, President	110 South Harding Highway, Landisville, NJ 08326	
CRC General Constructors Inc.	137 1/2 Washington Ave, Suite 290, Belleville, NJ 07109	08/11/2016
Antonio Gomes Jr., President	41 Hamilton Ave, Kearny, NJ 07032	
Crider Americas Solar LLC	6063 FM 535, Cedar Creek, TX 78612	05/11/2017
Steven Crider, Member	507 Pressler Street, Apt. 2128, Austin, TX 78703	
Harold Marshall, Jr., Member	1800 Eva Street, Austin, TX 78704	
Cunhas Construction Inc.	35 Carmen Ct, Floor-1, Newark, NJ 07105	10/22/2017
Nuno Cunha, Owner	35 Carmen Ct., Newark, NJ 07105	
D & B Partners LLC	89 Jeanne Court, Stamford, CT 06905	08/08/2016
same		
Michael F. Ferro Jr., Member	89 Jeanne Court, Stamford, CT 06905	
John Giannattasio, Member	89 Jeanne Court, Stamford, CT 06905	
Dane DeForest Demolition, Inc.	1508 Beaver Dam Road, Point Pleasant, NJ 08742	02/15/2019
Dane DeForest, President	2406 Herbertsville Road, Point Pleasant, NJ 08742	
DG Construction & Renovations LLC	245 Emanuel St., Trenton, NJ 08610	04/04/2019
Dean Gallo, Owner	245 Emanuel Street, Trenton, NJ 08610	
Harry Gallo, Secretary	245 Emanuel Street, Trenton, NJ 08610	
Division Ten Installations, LLC	29 Monmouth Road, Monroe Township, NJ 08831	04/02/2017
Kevin G. Eib, President	29 Monmouth Road, Monroe Twp., NJ 08831	
DM Fernandes Contracts LLC	551 North Broad St, Elizabeth, NJ 07208	01/27/2018
Hugo Fernandes, Owner	90 Willow Street, Carteret, NJ 07008	
E & S Enterprises, LLC	P. O. Box 2050, Vineland, NJ 08360	01/27/2019
Helen Henriquez, Owner	101 South Orchard Road, Vineland, NJ 08360	

<u>CONTRACTORS AND SUBCONTRACTORS</u>	<u>ADDRESS</u>	<u>EXPIRATION DATE</u>
East Coast Touch Enterprises LLC	152 Jackson St., Newark, NJ 07105	08/11/2017
Frank Loureier, Vice-President	152 Jefferson St., Newark, NJ 07105	
Nelson DeOliveira, President	276 Highland Ave, Kearney, NJ 07032	
Eddy Drywall, LLC	1100 W. 7th St., Apt. A9, Plainfield, NJ 07060	05/13/2018
Eddy Rodriguez, Member	1100 W. 7th. St., Apt. A9, Plainfield, NJ 07063	
Elevator Medic Corporation	55 Brookview Drive, Woodcliff Lake, NJ 07677	02/24/2017
Patrick DellAquila, President	55 Brookview Drive, Woodcliff Lake, NJ 07677	
Emanuel Drywall Services, Inc	64 Grandview Ave, North Plainfield, NJ 07060	04/30/2017
Cesar Garcia, Owner	64 Grandview Ave, North Plainfield, NJ 07060	
Envirocare Enterprises, Inc.	358 Broadway, Suite 202, Newark, NJ 07104	05/15/2017
Envirocare Enterprises, Inc.		
Uju A. Obiorah, President	259 West Forest Avenue, Englewood, NJ 07631	
Inno Obiorah, Manager	658 Rutgers Pl, Paramus, NJ 07652	
Euro Construction	70 Bordendown-Chesterfield, Rd., Chesterfield, NJ 08022	02/24/2017
Ireneusz Waluk, Owner	70 Bordentown-Chesterfield, Rd., Chesterfield, NJ 08515	
Everest Masonry Construction, Inc.	163 E Main Street, Suite 311, Little Falls, NJ 07424	11/08/2018
Rafael Ramos, President	120 Cantello Street, Union City, NJ 07087	
Everest Masonry Constructors, Inc.	1 Orient Way, Suite 226, Rutherford, NJ 07070	11/08/2018
Mark Rodrigues, President	523 Hamilton Avenue, Kingston, PA 18704	
Felipe Villagomez owner	160 Lincoln Street, Bridgeton, NJ 08302	03/08/2019
Felipe Villagomez, Owner	160 Lincoln Street, Bridgeton, NJ 08302	
Fittin Construction, LLC	2243 Edgar Rd, Point Pleasant Beach, NJ 08742	02/23/2019
Sheree Severini-Fittin, Member	2243 Edgar Rd., Point Pleasant Beach, NJ 08742	
Thomas Fittin, Owner / Officer	2243 Edgar Rd, Point Pleasant Beach, NJ 08742	
Five Star Quality Construction	141 Rte. 130 South, Suite 192, Cinnaminson, NJ 08077	04/22/2017
Alicirio Jose Santana Pires, Owner	141 RT. 130 South, Suite 192, Cinnaminson, NJ 08077	
Frank Montgomery Builder	42 Bryant Rd., Waretown, NJ 08758	07/10/2017
Frank Montgomery, Owner	42 Bryant Rd., Waretown, NJ 08758	
G.F.I. Siteworks, Inc.	P.O. Box 296, Clarksboro, NJ 08020	02/02/2019
G.F.I. Siteworks, Inc.		
James DiLorenzo, Vice-President	440 Mantua Avenue, Paulsboro, NJ 08066	
Salvatore A Casella III, President	362 Friendship Road, Clarksboro, NJ 08020	
Gale Force Telecommunications Inc	211 Jewett Road, Upper Nyack, NY 10960	12/01/2016
Galindo Const. LLC	1025 23rd St, Paterson, NJ 07513	08/06/2018
Gabino Galindo, Owner	1025 23rd St, Paterson, NJ 07513	
Garza Contracting LLC	768 Chambers Street, Trenton, NJ 08619	04/27/2017
John Garza, Owner	768 Chambers St., Trenton, NJ 08611	
GNV Concrete LLC	2127 Eisenhower Road, Toms River, NJ 08753	06/01/2019
Vincenzo Iemma, President	2127 Eisenhower Road, Toms River, NJ 08753	
Green Diamond Roofing & Live Roof, LLC	3515 Frankford Ave, Philadelphia, PA 19134	08/04/2016
Jazmine Price, President	744 South St Unit 65, Philidelphia, PA 19147	
Griffin Sign, Inc.	464 North Randolph Avenue, Cinnaminson, NJ 08077	03/13/2019
Michelle Angerame, President	12 Pendleton Court, Medford, NJ 08055	
GSR Architectural, Inc.	200 Mountain Avenue, Middlesex, NJ 08846	08/13/2016
GSR Architectural, Inc.		
Gary Russo, President	3 Premier Way, Manalapan, NJ 07726	

<u>CONTRACTORS AND SUBCONTRACTORS</u>	<u>ADDRESS</u>	<u>EXPIRATION DATE</u>
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
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 Labor 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
Highway Safety Systems Inc. William J. Doyle, President	200 Pine Road, Hammonton, NJ 08037 200 Pine Rd., Hammonton, NJ 08037	12/16/2017
I.K.E. Electrical Corp. Rebecca Adika, Secretary Angelo Castelli, President Yitzhak Adika, Vice-President	100 W. Forest Avenue, Building E, Englewood, NJ 07631 76 Alpine Dr., Closter, NJ 48 E. Central Blvd., Palisades Park, NJ 07650 76 Alpine Drive, Closter, NJ 07624	07/20/2017
IBS, Inc. Christopher Rymal, Owner	1929 Darby Road, Havertown, PA 19083 1929 Darby Rd., Havertown, PA 19083	05/15/2017
Ideal Elevator Services Patrick Dell'Aquila Patrick Dell'Aquila, President	55 Brookview Dr., Woodcliff Lake, NJ 07677 55 Brookview Drive, Woodcliff Lake, NJ 07677	02/24/2017
Industrial Concrete Const. of NJ, Inc. Lori A. Frisina, President	P.O. Box 9349, Lyndhurst, NJ 07071 235 Grand Avenue, Rutherford, NJ 07070	06/26/2016
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.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
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
Jamcon Construction LLC John Schiavo, Managing Member	100 Springdale Road, Cherry Hill, NJ 08003 6 Justa Lane, Cherry Hill, NJ 08003	01/12/2017
JC Builders James Chaney, President	610 County Meadows Rd., Nicholls, GA 31554 610 County Meadows Rd., Nicholls, GA 31554	08/10/2018
JD Scaffold Inc. Randy Garciga, Owner	13353 NE 17th Ave, North Miami, FL 33181 13353 NE 17th Avenue, North Miami, FL 33181	08/24/2017
Joe Antonaccio Electric Joseph Antonaccio, President	167 2nd St., Keyport, NJ 07735 167 2nd St., Keyport, NJ 07735	06/07/2019

<u>CONTRACTORS AND SUBCONTRACTORS</u>	<u>ADDRESS</u>	<u>EXPIRATION DATE</u>
Joseph Csakvary, Inc.	163 Breakneck Road, Highland Lakes, NJ 07422	11/03/2016
Joseph Csakvary, President	163 Breakneck Road, Highland Lakes, NJ 07422	
JTG Scaffolding & Hoisting LLC	309 West Elizabeth Avenue, Linden, NJ 07036	10/22/2017
Randy Garciga, Owner	13353 NE 17th Avenue, Miami, FL 33181	
K & J Drywall Contractor, Inc.	705 Taft Avenue, North Plainfield, NJ 07063	03/16/2019
Jonny Ayala, Owner	68 Westervelt Avenue, Plainfield, NJ 07060	
K & S Fabrication & Welding, LLC	23 North Street, Bergenfield, NJ 07621	01/12/2018
Simon Walcott, Owner	43 Fairview Avenue, Bergenfield, NJ 07621	
K&K Construction LLC	685 Bergen Blvd., Ridgefield, NJ 07657	06/09/2017
Ki Kuk Kim, Partner	685 Bergen Blvd., Ridgefield, NJ 07657	
Kwang Hee Kim, Partner	685 Bergen Blvd., Ridgefield, NJ 07657	
Kitchen Crafters Plus d/b/a B&B Custom Cabinets	1 Suydam Place, Aberdeen, NJ 07747	05/31/2018
Albert Brisebois, Owner	1 Suydam Place, Aberdeen, NJ 07747	
KS Exteriors, LLC	650 Ohio Ave., Trenton, NJ 08638	03/08/2019
KS Exteriors, LLC		
Kris Brezinska, Owner	650 Ohio Ave., Trenton, NJ 08638	
L and Y Roofing, LLC	183 Belmont Avenue, Haledon, NJ 07522	03/16/2017
Luis Vargas, Owner	291 Jefferson Street, Paterson, NJ 07522	
Lombardi Enterprises, Inc.	2901 South Clinton Avenue, South Plainfield, NJ 07080	12/09/2017
Alan Lombardi, President	26 Whispering Way, Berkeley Hights., NJ 07922	
Ann Lombardi, Secretary	26 Whispeiring Way, Berkeley Hights, NJ 07922	
Low Bid, Inc.	125 East Broadway, Long Beach, NY 11561	SUSPENDED
SUSPENDED PENDING DEBARMENT		
George McNulty, President	125 East Broadway, Suite 507, Long Beach, NY 11561	
M.E. Group, LLC	164 Polk St., Apt. 1, Newark, NJ 07105	06/29/2018
Segundo E. Llivicota, Member	164 Polk Street, Apt. #1, Newark, NJ 07105	
Manuel Quito, Member	164 Polk Street, Apt. 1, Newark, NJ 07105	
Ma Na Lu Transportation Corporation	799 Kearny Avenue, Apt #1, Kearny, NJ 07032	06/07/2019
Blanca Segarra, President	799 Kearny Ave., Apt 1, Kearny, NJ 07032	
Marvin Ardon Painting	52 S. Jefferson St., Orange, NJ 07070	12/03/2016
Marvin Alexander Ardon, Owner	52 South Jefferson St., Orange, NJ 07050	
Mattina Construction LLC	22 Toms River Road, Jackson, NJ 08527	12/14/2017
Vincent Mattina, Owner	22 Toms River Rd, Jackson, NJ 08527	
Metal Fab Atlantic LLC	353 Zion Road, Egg Harbor Township, NJ 08234	01/21/2018
John Dever, Owner	1086 Mays Landing Road, Somers Point, NJ 08234	
Metroplex Products Co. Inc.	377 Deans Rhode Hall Road, Monroe, NJ 08831	01/06/2018
Peter Herring, President	164 South Moetz Drive, Milltown, NJ 08850	
Metropolitan Stone & Tile, LLC	102 Richards Ave, Dover, NJ 07801	09/23/2018
Margaret Farina, Owner	30 Monsisnor Deluca Plaza, Nutley, NJ 07110	
MF Speed Construction, LLC.	65-67 7th Ave. East, 1st Floor, Newark, NJ 07104	10/16/2016
Magda Zamprogno, Other	65-67 7th Ave., East 1st Floor, Newark, NJ 07104	
Fernando Lopes, President	65-67 7th Ave., East 1st Floor, Newark, NJ 07104	
MG Topflight	6 Spruce Meadows Dr., Monroe, NJ 08831	07/28/2017
Ashish Thomas, Owner	6 Spruce Meadows Dr., Monroe, NJ 08831	
Midwest Construction, Inc.	114 Brace Road, Cherry Hill, NJ 08034	07/23/2017
George Antonas, President	114 Brace Road, Cherry Hill, NJ 08034	

<u>CONTRACTORS AND SUBCONTRACTORS</u>	<u>ADDRESS</u>	<u>EXPIRATION DATE</u>
Mullen & Sons Contractors, Inc.	PO Box 773, West Caldwell, NJ 07006	02/28/2019
John Mullen, Sr, President	45 Fairfield Place, West Caldwell, NJ 07006	
John Mullen, Jr., Owner	45 Fairfield Place, West Caldwell, NJ 07006	
Natural View Landscapes LLC	513 West Summer Ave, Minotola, NJ 08341	01/05/2017
Zachary Kouhoup, President	5923 Peach St, Mays Landing, NJ 08330	
NDA & Construction, LLC	161 Thomas St, Unit 1, Newark, NJ 07114	12/10/2017
Nester Torres, Owner	161 Thomas St, Unit 1, Newark, NJ 07114	
New Jersey State Flooring, Inc.	109 Greentree Road, Brick, NJ 08724	02/10/2019
Roy C. Apgar, President	109 Greentree Road, Brick, NJ 08724	
Cheryl Apgar, Vice-President	109 Greentree Road, Brick, NJ 08724	
Niceta Electric	2119 Merritt Drive, Northfield, NJ 08225	10/19/2018
Joseph Niceta, Owner	2119 Merritt Drive, Northfield, NJ 08225	
Nicola Matera & Sons L.L.C.	48 Old Jacksonville Road, Towaco, NJ 07082	10/20/2016
William Vlasich, Managing Member	7 Ginkgo Court, Upper Saddle River, NJ 07458	
Sheila Vlasich, Managing Member	7 Ginkgo Court, Upper Saddle River, NJ 07458	
NT&P Construction Inc.	105 White Oak Lane, Old Bridge, NJ 08857	11/22/2018
Nicola Pengue, President	4 Camelot Avenue, Monroe Township, NJ 08831	
Ocean Blue Builders LLC	711 Carol Avenue, Oakhurst, NJ 07755	11/05/2017
John Riley Jr, Managing Member	140 Harrison Avenue, Fair Haven, NJ 07704	
OCM Construction	203 Main Street, #204, Flemington, NJ 08822	08/11/2017
OCM Construction, LLC		
William Mitchell, Owner	22 Greenwood Place, Flemington, NJ 08822	
Octagon Construction	10 Jeanette Street, Carteret, NJ 07008	03/02/2018
Octagon Construction		
Wojciech Puchajda, Owner	10 Jeanette St., Carteret, NJ 07008	
Ohana Metal & Iron Works Inc.	60 Miller Road, Montgomery, NY 12549	08/05/2017
Erezy Ohana, Owner	60 Miller Road, Montgomery, NY 12549	
Old World Construction, Inc.	P.O Box 35, Pennington, NJ 08534	02/10/2018
Krzystof Oprzadek, President	19 Woodville Rd, Hopewell, NJ 08525	
Stanislaw Dziuba, Vice-President	69 West Shore Drive, Pennington, NJ 08534	
Paul F. Roscitt Electric, Inc.	262 Harmon Avenue, Fort Lee, NJ 07024	11/08/2018
Paul F Roscitt, President	262 Harmon Avenue, Fort Lee, NJ 07024	
Paul Sexton	462 10th Ave., Paterson, NJ 07510	07/10/2017
Paul Sexton, Owner	462 10th Ave., Paterson, NJ	
Pax Construction Corp.	67 Highway 36, West Long Branch, NJ 07764	10/16/2017
Antonio Pereira, President	159 Locust Avenue, West Long Branch, NJ 07764	
Julio Pereira, Vice-President	304 Crimson Circle, Oakhurst, NJ 07755	
PER Construction LLC	67 State Route 36, Suite #4, West Long Branch, NJ 07764	10/16/2017
Manuel Pereira, Owner	194 Monmouth Ave., Long Branch, NJ 07740	
Perfection Erectors, LLC	349 West Prospect Avenue, Keyport, NJ 07735	02/23/2019
Perfection Erectors, LLC		
Marianne Cammarata, Manager	349 W. Prospect Ave., Keyport, NJ 07735	
Vincent Frank Cammarata, Owner	349 W. Prospect Avenue, Keyport, NJ 07735	
Perrone Trucking LLC	74 Glen Roy Road East, Fairfield, NJ 07004	10/27/2018
James Perrone, Owner	74 Glenroy Road East, Fairfield, NJ 07004	
Peter Vincent	129 Highland Ave, Jersey City, NJ 07306	04/26/2018
Peter Vincent, Owner	129 Highland Ave, Jersey City, NJ 07306	

<u>CONTRACTORS AND SUBCONTRACTORS</u>	<u>ADDRESS</u>	<u>EXPIRATION DATE</u>
Petric & Associates, Inc.	1162 Greenpond Road, Newfoundland, NJ 07435	06/07/2018
Ellen Petric, President	1162 Greenpond Road, Newfoundland, NJ 07435	
Steven Petric, Vice-President	1162 Greenpond Road, Newfoundland, NJ 07435	
Precise Builders LLC	402 Market St, Newark, NJ 07105	05/27/2017
John Domingues, Owner	402 Market St, Newark, NJ 07105	
R & B Construction	2008 Carmel Road, Millville, NJ 08332	06/10/2018
Roxanne Lloyd, President	2008 Carmel Road, Millville, NJ 08332	
Ranco Mechanical, Inc.	P. O. Box 510, Augusta, NJ 07860	10/28/2016
Kenneth Davis, President	2 Melba Drive, Newton, NJ 07860	
Anthony Davis, Vice-President	363 Northfield Avenue, Livingston, NJ 07039	
Raymond Mozak Plumbing & Heating	1423 Teresa Drive, Fort Lee, NJ 07024	09/03/2016
Raymond G. Mozak, Owner	1423 Teresa Drive, Fort Lee, NJ 07024	
Real Construction LLC	1984 Whitesville Rd, Toms River, NJ 08757	11/23/2017
Arkadiusz Chwedczuk, Owner	716 11th Avenue, Toms River, NJ 08757	
Ren Construction	1984 Whitesville Road, Toms River, NJ 08755	07/09/2017
Albert Chwedczuk, Owner	1984 Whitesville Road, Toms River, NJ 087055	
Resco, LLC	P.O. Box 806, Old Saybrook, CT 06475	10/21/2018
Hallmark Electric, LLC		
David Peckham, Owner	15 Elm Street, Old Saybrook, CT 06475	
Retail Store Painting	202 Karen Drive, Scranton, PA 18505	01/12/2018
John Thomas, President	202 Karen Drive, Scranton, PA 18505	
Riano Brothers, LLC.	13 Poppy Ave., Neptune, NJ 07753	02/25/2018
Atanasia Lazo Gutierrez		
Luis Riano, President	13 Poppy Ave., Neptune, 07753	
Ribles Locksmith & Hardware	613 15th Ave., Belmar, NJ 07719	07/10/2017
Evelyn McDermott, Owner	613 15th Ave, Belmar, NJ 07719	
Rizzo New York Inc.	109-02 Jamaica Avenue, Richmond Hill, NY 11418	01/19/2019
Rizzo New York Inc.		
Rizwan Ahmad, President	9157 97th St, Wood Haven, NY 11421	
Robert M. Mesmer, LLC	24 Sand Bridge Rd., Elmer, NJ 08318	12/11/2017
Robert Mesmer, Managing Member	24 Sand Bridge Road, Elmer, NJ 08318	
Roncone Construction, L.L.C.	275 Chestnut St., Store B #113, Newark, NJ 07114	02/02/2018
Roncone Construction, L.L.C.		
Leonardo Marques Roncone, Managing Member	192 Emmet St., Newark, NJ 07105	
S & S Electric, LLC	108 Oak Glen Road, Toms River, NJ 08753	01/12/2018
Al Shan, President	108 Oak Glen Road, Toms River, NJ 08753	
Samco Construction Co. LLC	413-415 South Seventh St., Elizabeth, NJ 07202	07/02/2016
Anthony Mirabile, President	413-415 South Seventh St., Elizabeth, NJ 07202	
Sandora & Spina Contracting Inc.	15 North Branch River Rd., Branchburg, NJ 08876	06/28/2018
Edward Sandora, President	15 North Branch River Rd., Branchburg, NJ 08876	
Saravia Concrete Pumping Corp.	223-10, 113th St, Queens Village, NY 11429	08/18/2016
Jerson Saravia, Owner	223-10, 113th St, Queens Vaillage, NY 11429	
SP-One LLC	2816 Coronado Way, Vero Beach, FL 32960	07/21/2016
Lee Dinenberg, President	2816 Coronado Way, Vero Beacj, FL 32960	
Squillace Steel Fabricators, LLC	771 Amsterdam Avenue, Roselle, NJ 07203	05/31/2019
Richard Squillace, President	771 Amsterdam Avenue, Roselle Park, NJ 07203	
Rachel Squillace, Manager	771 Amsterdam Ave., Roselle Park, NJ 07203	

<u>CONTRACTORS AND SUBCONTRACTORS</u>	<u>ADDRESS</u>	<u>EXPIRATION DATE</u>
Super Stars Construction Inc	58 Steiner Ave, Neptune City, NJ 07753	08/11/2017
Juan Riano, Owner	58 Steiner Ave., Neptune City, NJ 07753	
T. Fiore Demolition, Inc.	457 Wilson Avenue, Newark, NJ 07105	04/02/2017
same		
Theodore Fiore, Owner	9 Silver Spring Court, East Hanover, NJ 07936	
TAU Associates Plumbing & Mechanical LLC	91 Graham St., Jersey City, NJ 07307	12/17/2016
Lek Tauthong, Owner	91 Graham St, Jersey City, NJ 07307	
Team Equipment LLC	26 East Garden Place, Pompton Plains, NJ 07444	07/02/2016
William Morrisary		
William Morrissey, President	59 Lynwood Road, Cedar Grove, NJ 07009	
Terra-Tech Construction, Inc.	265 Woodward Rd, Suite A, Manalapan, NJ 07726	03/17/2018
Tania Gaga, Vice-President	121 Diamond Lane, Manalapan, NJ 07726	
Nicole Lucas, President	12 Red Fox Run, Manalapan, NJ 08857	
Testa Corp.	360 Audubon Road, Wakefield, MA 01880	05/27/2017
Steven D. Testa, Owner	6 North Hill Dr., Lynnfield, MA 01940	
The Grace Brothers	311 Colonial Road, Edgewater Park, NJ 08010	01/08/2017
James T. Grace, Owner	14 Surrey Lane, Willingboro, NJ 08046	
Jethro Grace Jr., Owner	311 Colonial Road, Edgewater Park, NJ 08010	
Thomas Clark Fiberglass, LLC	145 Old Halfway Road, Barnegat, NJ 08005	10/22/2017
Thomas Clark, Owner / Officer	145 Old Halfway Rd., Barnegat, NJ 08005	
TJB Air Conditioning And Heating	2305 Garry Rd. Suite A, Cinnaminson, NJ 08077	02/28/2019
Timothy Babbitt, Owner	2305 Garry Rd. Suite A, Cinnaminson, NJ 08077	
TJD Construction	138 Stonehenge Dr, Toms River, NJ 08753	02/24/2017
Ted Dobrzanski		
Ted Dobrzanski, CEO	138 Stonehenge Dr, Toms River, NJ 08753	
Todd Cable Construction, LLC	151 Old State Rd., Newport, NY 13416	04/26/2018
Todd E. Warmingham, Owner	P.o. Box 215, Newport, NY 13416	
Top Notch Tree & Landscape, LLC	70 East Allendale Rd., Saddle River, NJ 07458	12/06/2018
James Van Wyckhouse, Owner	46 Tam O Shanter Rd, Mahwah, NJ 07430	
TQM Construction Corporation	21 Pine Street, Suite 206, Rockaway, NJ 07866	03/22/2019
Balwant DeVre, President	21 Patriot Crossing, Rockaway, NJ 07866	
Trinity Paving, LLC	245 Clayton Road, Monroeville, NJ 08343-2652	10/20/2017
Michele Doyle, Member	115 Millstone Way, Monroeville, NJ 08343	
Tri-State Insulators, LLC	1038 Old York Rd., Raritan, NJ 08869	07/17/2016
Tracy Cavallaro, President	1038 Old York Road, Raritan, NJ 08869	
Turf Services Express LLC	26 North Broad Street, Medford, NJ 08055	03/26/2018
Sharleen Poppalardo, Managing Member	11 Muirfield Court, Medford, NJ 08055	
Turfscapes LLC	PO Box 950, Williamstown, NJ 08094	05/27/2017
Jeffrey Grize, Owner	3477 S. Blackhorse Pike, Williamstown, NJ 08094	
Twin Industries	15 Lewis Street, Eatontown, NJ 07724	04/04/2019
Jeanne Crispino, Vice-President	15 Lewis Street, Eatontown, NJ 07724	
Van Peenen Landscape Contractors, Inc.	555 Preakness Avenue,, Suite 210, Totowa, NJ 07512	11/22/2018
Van Peenen Landscape Contractors, Inc.		
Raymond Van Peenen, President	3 Gates Place, Wayne, NJ 07470	
Vercon Building & Maintenance Corp.	11 Arboretum Drive, Jackson, NJ 08527	05/11/2017
Allanur Islambekov, Owner	11 Arboretum Dr., Jackson, NJ 08527	
Victor Construction , Inc	4615 N. Front St, 2nd Floor, Philadelphia, PA 19140	04/22/2017
Tania Felix-Claudio, Owner	4615 N. front St., 2nd Floor, Philadelphia, PA 19140	

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

Wallmasters Modular Inc. Timothy Morrison, President	226 Mutual Avenue, Winchester, KY 40391 2745 SR668N, Junction City, OH 43748	07/28/2017
Warbeck Construction Group LLC Jon J Warbeck, President	63 Beaver Brook Road, Suite 305, Lincoln Park, NJ 07035 680 West Pine Brook Road, Lincoln Park, NJ 07035	02/28/2019
Wilder Drywall Wilder Drywall, Inc. Susan Wilder, President	101 Lookout Pass, Stormville, NY 12582 101 Lookout Pass, Stormville, NY 12582	08/04/2016

SUSPENDED PENDING DEBARMENT:**CONTRACTORS AND SUBCONTRACTORS****ADDRESS****SUSPEND DATE**

Jamali Developers, LLC Hussain Burhanpurwala, Member	238 Fresh Ponds Road, Monroe, NJ 08816 553 Marc Drive, North Brunswick, NJ 08902	01/11/2016
Low Bid, Inc. George McNulty, President	125 East Broadway, Long Beach, NY 11561 125 East Broadway, Long Beach, NY 11561	02/09/2016

LIST OF DEBARRED OWNERS/OFFICERS

6/9/2016

<u>Owners/ Officers</u>	<u>Address</u>	<u>Company Name</u>
Yitzhak Adika, Vice-President	76 Alpine Drive, Closter, NJ 07624	I.K.E. Electrical Corp.
Rebecca Adika, Secretary	76 Alpine Dr., Closter, NJ	I.K.E. Electrical Corp.
Rizwan Ahmad, President	9157 97th St, Wood Haven, NY 11421	Rizzo New York Inc.
		Rizzo New York Inc.
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
George Antonas, President	114 Brace Road, Cherry Hill, NJ 08034	Midwest Construction, Inc.
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.
Marvin Alexander Ardon, Owner	52 South Jefferson St., Orange, NJ 07050	Marvin Ardon Painting
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
Juan J. Barquero, Owner	533 South 5th Street, Elizabeth, NJ 07206	Camelot Roofing, LLC
David Bastos, Managing Member	10 Pleasant Place, Kearny, NJ 07032	BCA Trucking, LLC
Joseph Battista, Owner	11 Hummingbird Way, Jackson, NJ 08527	J & B Plumbing LLC
Wesley J. Beckett Jr., President	110 Oak Avenue, Malaga, NJ 08328	Beckett Enterprises, 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 Burhanpurwala, 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
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.
Angelo Castelli, President	48 E. Central Blvd., Palisades Park, NJ 07650	I.K.E. Electrical Corp.
Tracy Cavallaro, President	1038 Old York Road, Raritan, NJ 08869	Tri-State Insulators, LLC
Manuel Chaguan, Owner	85 Prospect Ave., Irvington, NJ 07111	J G Roofing, LLC
Shawn Chalmers, Owner	337 Crown Street, Brooklyn, NY 11211	Chalmers Construction 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
Christine Charles, Vice-President	396 Cherry Ln, Mendham, NJ 07945	All County Pipeline & Site Excavation Inc.
Eric Charles, President	396 Cherry Ln, Mendham, NJ 07945	All County Pipeline & Site Excavation Inc.
Arkadiusz Chwedczuk, Owner	716 11th Avenue, Toms River, NJ 08757	Real Construction LLC
Albert Chwedczuk, Owner	1984 Whitesville Road, Toms River, NJ 087055	Ren Construction
Andrzej Citak, Vice-President	556 Humboldt St, Brooklyn, NY 11222	Cityline Contracting Inc.
Thomas Clark, Owner / Officer	145 Old Halfway Rd., Barnegat, NJ 08005	Thomas Clark Fiberglass, 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
Steven Crider, Member	507 Pressler Street, Apt. 2128, Austin, TX 78703	Crider Americas Solar LLC
Jeanne Crispino, Vice-President	15 Lewis Street, Eatontown, NJ 07724	Twin Industries
Joseph Csakvary, President	163 Breakneck Road, Highland Lakes, NJ 07422	Joseph Csakvary, Inc.
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.

<u>Owners/ Officers</u>	<u>Address</u>	<u>Company Name</u>
Anthony Davis, Vice-President	363 Northfield Avenue, Livingston, NJ 07039	Ranco Mechanical, Inc.
Kenneth Davis, President	2 Melba Drive, Newton, NJ 07860	Ranco Mechanical, Inc.
Dane DeForest, President	2406 Herbertsville Road, Point Pleasant, NJ 08742	Dane DeForest Demolition, Inc.
Patrick Dell'Aquila, President	55 Brookview Drive, Woodcliff Lake, NJ 07677	Elevator Medic Corporation
Patrick Dell'Aquila, President	55 Brookview Drive, Woodcliff Lake, NJ 07677	Ideal Elevator Services
Nelson DeOliveira, President	276 Highland Ave, Kearney, NJ 07032	Patrick Dell'Aquila
Joe DeSalvo, Jr., Owner	149 Montross Ave., Rutherford, NJ 07070	East Coast Touch Enterprises LLC
John Dever, Owner	1086 Mays Landing Road, Somers Point, NJ 08234	J.D.S Electric, Inc.
Balwant DeVre, President	21 Patriot Crossing, Rockaway, NJ 07866	Metal Fab Atlantic LLC
James DiLorenzo, Vice-President	440 Mantua Avenue, Paulsboro, NJ 08066	TQM Construction Corporation
Lee Dinenberg, President	2816 Coronado Way, Vero Beach, FL 32960	G.F.I. Siteworks, Inc.
Dorothy Dobiecka, President	556 Humboldt Street, Brooklyn, NY 11222	G.F.I. Siteworks, Inc.
Florian Dobre, Partner	526 Sheridan Ave, Roselle, NJ 07203	SP-One LLC
Ted Dobrzanski, CEO	138 Stonehenge Dr, Toms River, NJ 08753	Cityline Contracting Inc.
John Domingues, Owner	402 Market St, Newark, NJ 07105	B & B Atlantic LLC
Michele Doyle, Member	115 Millstone Way, Monroeville, NJ 08343	TJD Construction
William J. Doyle, President	200 Pine Rd., Hammonton, NJ 08037	Ted Dobrzanski
Stanislaw Dziuba, Vice-President	69 West Shore Drive, Pennington, NJ 08534	Precise Builders LLC
Kevin G. Eib, President	29 Monmouth Road, Monroe Twp., NJ 08831	Trinity Paving, LLC
Justin Ettere, Vice-President	52 Brass Castle Road, Washington, NJ 07882	Highway Safety Systems Inc.
John Ettere, Owner	1453 Tooz Place, South Plainfield, NJ 07080	Old World Construction, Inc.
Matthew Ettere, Vice-President	8 Brookside Drive, Warren, NJ 07059	Division Ten Installations, LLC
Jonathan Ettere, President	7 Craig Road, Readington, NJ 08853	Arete Development Inc.
Margaret Farina, Owner	30 Monsignor Deluca Plaza, Nutley, NJ 07110	Arete Development Inc.
Tania Felix-Claudio, Owner	4615 N. front St., 2nd Floor, Philadelphia, PA 19140	Arete Development Inc.
Hugo Fernandes, Owner	90 Willow Street, Carteret, NJ 07008	Arete Development Inc.
Michael F. Ferro Jr., Member	89 Jeanne Court, Stamford, CT 06905	Arete Development Inc.
Theodore Fiore, Owner	9 Silver Spring Court, East Hanover, NJ 07936	Arete Development Inc.
Thomas Fittin, Owner / Officer	2243 Edgar Rd, Point Pleasant Beach, NJ 08742	Arete Development Inc.
Donald Fleming, President	340 Reservoir Road, Boonton, NJ 07005	Arete Development Inc.
Theresa Frajdenberg, President	110 South Harding Highway, Landisville, NJ 08326	Arete Development Inc.
Scott Frasca, Manager	326 Coles Mill Road, Williamstown, NJ 08094	Arete Development Inc.
Rachel Frasca, Owner	326 Coles Mill Road, Williamstown, NJ 08094	Arete Development Inc.
Lori A. Frisina, President	235 Grand Avenue, Rutherford, NJ 07070	Metropolitan Stone & Tile, LLC
Tania Gaga, Vice-President	121 Diamond Lane, Manalapan, NJ 07726	Victor Construction, Inc.
Gabino Galindo, Owner	1025 23rd St, Paterson, NJ 07513	DM Fernandes Contracts LLC
Dean Gallo, Owner	245 Emanuel Street, Trenton, NJ 08610	D & B Partners LLC
Harry Gallo, Secretary	245 Emanuel Street, Trenton, NJ 08610	same
Cesar Garcia, Owner	64 Grandview Ave, North Plainfield, NJ 07060	T. Fiore Demolition, Inc.
Randy Garciga, Owner	13353 NE 17th Avenue, Miami, FL 33181	same
Randy Garciga, Owner	13353 NE 17th Avenue, North Miami, FL 33181	Fittin Construction, LLC
John Garza, Owner	768 Chambers St., Trenton, NJ 08611	C & E Contracting, Inc.
John Giannattasio, Member	89 Jeanne Court, Stamford, CT 06905	CRC Concrete Raising of South Jersey, Inc.
Antonio Gomes Jr., President	41 Hamilton Ave, Kearny, NJ 07032	Blue Skies Electric L.L.C.
James T. Grace, Owner	14 Surrey Lane, Willingboro, NJ 08046	Blue Skies Electric L.L.C.
Jethro Grace Jr., Owner	311 Colonial Road, Edgewater Park, NJ 08010	Industrial Concrete Const. of NJ, Inc.
		Terra-Tech Construction, Inc.
		Galindo Const. LLC
		DG Construction & Renovations LLC
		DG Construction & Renovations LLC
		Emanuel Drywall Services, Inc
		JTG Scaffolding & Hoisting LLC
		JD Scaffold Inc.
		Garza Contracting LLC
		D & B Partners LLC
		same
		CRC General Constructors Inc.
		The Grace Brothers
		The Grace Brothers

<u>Owners/ Officers</u>	<u>Address</u>	<u>Company Name</u>
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 Orachard Road, Vineland, NJ 08360	E & S Enterprises, LLC
Peter Herring, President	164 South Moetz Drive, Milltown, NJ 08850	Metroplex Products Co. Inc.
Calvin Hudson, Owner	126 Winding Ridge Road, Dover, DE 19904	Calvin's Floor Service, aka Calvin's Carpet Service
Vincenzo Iemma, President	2127 Eisenhower Road, Toms River, NJ 08753	GNV Concrete LLC
Allanur Islambekov, Owner	11 Arboretum Dr., Jackson, NJ 08527	Vercon Building & Maintenance Corp.
Kwang Hee Kim, Partner	685 Bergen Blvd., Ridgefield, NJ 07657	K&K Construction LLC
Ki Kuk Kim, Partner	685 Bergan Blvd., Ridgefield, NJ 07657	K&K Construction LLC
Zachary Kouhoupt, President	5923 Peach St, Mays Landing, NJ 08330	Natural View Landscapes LLC
Devin Lemere, Partner	300 Mamaroneck Ave, # 133, White Plains, NY 10605	360 Golf, LLC
Michael Lenec, Partner	300 Mamaroneck Ave, White Plains, NJ 10605	360 Golf, LLC
Segundo E. Llivicota, Member	164 Polk Street, Apt. #1, Newark, NJ 07105	M.E. Group, LLC
Roxanne Lloyd, President	2008 Carmel Road, Millville, NJ 08332	R & B Construction
Alan Lombardi, President	26 Whispering Way, Berkeley Hights., NJ 07922	Lombardi Enterprises, Inc.
Ann Lombardi, Secretary	26 Whispeiring Way, Berkeley Hights, NJ 07922	Lombardi Enterprises, Inc.
Fernando Lopes, President	65-67 7th Ave., East 1st Floor, Newark, NJ 07104	MF Speed Construction, LLC.
Frank Loureier, Vice-President	152 Jefferson St., Newark, NJ 07105	East Coast Touch Enterprises LLC
Nicole Lucas, President	12 Red Fox Run, Manalapan, NJ 08857	Terra-Tech Construction, Inc.
Keith Ludwig, Member	459 Rt 38 West, Maple Shade, NJ 08052	HFM Labor Ready LLC
		HFM Labor Ready LLC
John H. Madara, President	319 Terrace St, Rahway, NJ 07065	Advantage Contracting & Entertainment Services Inc
Harold Marshall, Jr., Member	1800 Eva Street, Austin, TX 78704	Crider Americas Solar LLC
Vincent Mattina, Owner	22 Toms River Rd, Jackson, NJ 08527	Mattina Construction LLC
Lisa Mautone, Member	25 Roberts Road, Holmdel, NJ 07733	AMC Industries LLC
		same
Anna Mautone, Member	88 Stilwell Road, Holmdel, NJ 07733	AMC Industries LLC
		same
Denise Mautone, Member	18A South Bears Street, Holmdel, NJ 07733	AMC Industries LLC
		same
Evelyn McDermott, Owner	613 15th Ave, Belmar, NJ 07719	Ribles Locksmith & Hardware
George McNulty, President	125 East Broadway, Suite 507, Long Beach, NY 11561	Low Bid, Inc.
		SUSPENDED PENDING DEBARMENT
Robert Mesmer, Managing Member	24 Sand Bridge Road, Elmer, NJ 08318	Robert M. Mesmer, LLC
Anthony Mirabile, President	413-415 South Seventh St., Elizabeth, NJ 07202	Samco Construction Co. LLC
Keith Mishoe, Owner	341 Seaton Avenue, Roselle Park, NJ 07204	Chalmers Construction LLC.
William Mitchell, Owner	22 Greenwood Place, Flemington, NJ 08822	OCM Construction
		OCM Construction, LLC
Brad J. Moini, President	101 Buttonwood Lane, Freehold, NJ 07728	Brothers Landscaping
		J.H. Brothers Inc.
Frank Montgomery, Owner	42 Bryant Rd., Waretown, NJ 08758	Frank Montgomery Builder
Timothy Morrison, President	2745 SR668N, Junction City, OH 43748	Wallmasters Modular Inc.
William Morrissey, President	59 Lynwood Road, Cedar Grove, NJ 07009	Team Equipment LLC
		William Morrissary
Raymond G. Mozak, Owner	1423 Teresa Drive, Fort Lee, NJ 07024	Raymond Mozak Plumbing & Heating
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	Mullen & Sons Contractors, Inc.
Joseph Niceta, Owner	2119 Merritt Drive, Northfield, NJ 08225	Niceta Electric
Uju A. Obiorah, President	259 West Forest Avenue, Englewood, NJ 07631	Envirocare Enterprises, Inc.
		Envirocare Enterprises, Inc.
Inno Obiorah, Manager	658 Rutgers Pl, Paramus, NJ 07652	Envirocare Enterprises, Inc.
		Envirocare Enterprises, Inc.

<u>Owners/ Officers</u>	<u>Address</u>	<u>Company Name</u>
Erezy Ohana, Owner	60 Miller Road, Montgomery, NY 12549	Ohana Metal & Iron Works Inc.
Luis Oliveras, Owner	644 East 2nd St., Plainfield, NJ 07060	Caslo Drywall Corp.
Krzysztof Oprzadek, President	19 Woodville Rd, Hopewell, NJ 08525	Old World Construction, Inc.
Brian O'Shea, Owner	1041 Glassboro Rd. D-2, Williamstown, NJ 08094	American Welding Services American Welding Services, Inc.
		Coplen Management, Inc.
Mahesh Patel, Owner	828 Highland Ave, Paramus, NJ 07652	Brian Patterson Mechanical Contracting, Inc.
Brian Patterson, President	11 Arlene Drive, West Long Branch, NJ 07764	Resco, LLC
David Peckham, Owner	15 Elm Street, Old Saybrook, CT 06475	Hallmark Electric, LLC NT&P Construction Inc.
Nicola Pengue, President	4 Camelot Avenue, Monroe Township, NJ 08831	Pax Construction Corp.
Julio Pereira, Vice-President	304 Crimson Circle, Oakhurst, NJ 07755	Pax Construction Corp.
Antonio Pereira, President	159 Locust Avenue, West Long Branch, NJ 07764	PER Construction LLC
Manuel Pereira, Owner	194 Monmouth Ave., Long Branch, NJ 07740	Perrone Trucking LLC
James Perrone, Owner	74 Glenroy Road East, Fairfield, NJ 07004	Petric & Associates, Inc.
Ellen Petric, President	1162 Greenpond Road, Newfoundland, NJ 07435	Petric & Associates, Inc.
Steven Petric, Vice-President	1162 Greenpond Road, Newfoundland, NJ 07435	Conex Construction Corp.
Armando Piedade, President	265 Wilson Avenue, Kearny, NJ 07032	Five Star Quality Construction
Alicirio Jose Santana Pires, Owner	141 RT. 130 South, Suite 192, Cinnaminson, NJ 08077	Apex Tower Services, Inc.
Richard Pluese, Vice-President	66 E Cedar Avenue, Marlton, NJ 08053	Turf Services Express LLC
Sharleen Poppalardo, Managing Member	11 Muirfield Court, Medford, NJ 08055	Centurion Companies Inc.
Christopher Poppe, President	317 Greenridge Road, Franklin Lakes, NJ 07417	Centurion Companies Inc.
Glen P. Poppe, Secretary	795 Susquehanna Ave, Franklin Lakes, NJ 07417	Green Diamond Roofing & Live Roof, LLC
Jazmine Price, President	744 South St Unit 65, Philadelphia, PA 19147	Octagon Construction Octagon Construction M.E. Group, LLC
Wojciech Puchajda, Owner	10 Jeanette St., Carteret, NJ 07008	Everest Masonry Construction, Inc.
Manuel Quito, Member	164 Polk Street, Apt. 1, Newark, NJ 07105	Riano Brothers, LLC.
Rafael Ramos, President	120 Cantello Street, Union City, NJ 07087	Atanasia Lazo Gutierrez
Luis Riano, President	13 Poppy Ave., Neptune, NJ 07753	Super Stars Construction Inc
Juan Riano, Owner	58 Steiner Ave., Neptune City, NJ 07753	Ocean Blue Builders LLC
John Riley Jr, Managing Member	140 Harrison Avenue, Fair Haven, NJ 07704	GST Power Service Group Inc.
Lauchland Roberts, President	2801 Remington Street, Suite 3, Fort Collins, CO 80526	Everest Masonry Constructors, Inc.
Mark Rodrigues, President	523 Hamilton Avenue, Kingston, PA 18704	Eddy Drywall, LLC
Eddy Rodriguez, Member	1100 W. 7th. St., Apt. A9, Plainfield, NJ 07063	Interstate Home Service Inc.
Maurice Rolando, Owner	165 Height's Ave., Fair Lawn, NJ 07410	Interstate Home Service Inc.
Leonardo Marques Roncone, Managing Membro	192 Emmet St., Newark, NJ 07105	Roncone Construction, L.L.C.
Paul F Roscitt, President	262 Harmon Avenue, Fort Lee, NJ 07024	Roncone Construction, L.L.C.
Gary Russo, President	3 Premier Way, Manalapan, NJ 07726	Paul F. Roscitt Electric, Inc.
Christopher Rymal, Owner	1929 Darby Rd., Havertown, PA 19083	GSR Architectural, Inc.
Edward Sandora, President	15 North Branch River Rd., Branchburg, NJ 08876	GSR Architectural, Inc.
Michael Santos, President	988 Johnson Place, Apt. 4, Union, NJ 07083	IBS, Inc.
Peter Santos, President	35 Elmwood Ave, Unit 2B, Union, NJ 07083	Sandora & Spina Contracting Inc.
Jerson Saravia, Owner	223-10, 113th St, Queens Vaillage, NY 11429	AB Contracting & Developmernt LLC
John Schiavo, Managing Member	6 Justa Lane, Cherry Hill, NJ 08003	Artco Contracting & Development
Alfred Sciubba, Managing Member	3 Chadwick Drive, Voorhees Twp., NJ 08043	Artco Contracting & Development, Inc.
Blanca Segarra, President	799 Kearny Ave., Apt 1, Kearny, NJ 07032	Saravia Concrete Pumping Corp.
Sheree Severini-Fittin, Member	2243 Edgar Rd., Point Pleasant Beach, NJ 08742	Jamcon Construction LLC
Paul Sexton, Owner	462 10th Ave., Paterson, NJ	Allied Construction LLC.
Al Shan, President	108 Oak Glen Road, Toms River, NJ 08753	Allied Construction Management, LLC
Margaret Sherman, President	203 Woods Avenue, Bergenfield, NJ 07621	Ma Na Lu Transportation Corporation
		Fittin Construction, LLC
		Paul Sexton
		S & S Electric, LLC
		CPS Mechanical Contractors, Inc.

<u>Owners/ Officers</u>	<u>Address</u>	<u>Company Name</u>
Andrzej Skora, President	67 Cox Cro Road, Toms River, NJ 08755	A.J. Skora Inc.
John Sorrentino, Owner	65 Fern St, Browns Mills, NJ 08015	Barzzini Construction
Gregorio Soto, Owner	153 Lewis Street, Perth Amboy, NJ 08861	Jack Mack Commercial Roofing, Inc.
Rachel Squillace, Manager	771 Amsterdam Ave., Roselle Park, NJ 07203	Squillace Steel Fabricators, LLC
Richard Squillace, President	771 Amsterdam Avenue, Roselle Park, NJ 07203	Squillace Steel Fabricators, LLC
Lek Tauthong, Owner	91 Graham St, Jersey City, NJ 07307	TAU Associates Plumbing & Mechanical LLC
Steven D. Testa, Owner	6 North Hill Dr., Lynnfield, MA 01940	Testa Corp.
John Thomas, President	202 Karen Drive, Scranton, PA 18505	Retail Store Painting
Ashish Thomas, Owner	6 Spruce Meadows Dr., Monroe, NJ 08831	MG Topflight
Nester Torres, Owner	161 Thomas St, Unit 1, Newark, NJ 07114	NDA & Construction, LLC
Raymond Van Peenen, President	3 Gates Place, Wayne, NJ 07470	Van Peenen Landscape Contractors, Inc.
James Van Wyckhouse, Owner	46 Tam O Shanter Rd, Mahwah, NJ 07430	Van Peenen Landscape Contractors, Inc.
Luis Vargas, Owner	291 Jefferson Street, Paterson, NJ 07522	Top Notch Tree & Landscape, LLC
Michael Verduci, President	12 Verduci Drive, Newtown, PA 18940	L and Y Roofing, LLC
Felipe Villagomez, Owner	160 Lincoln Street, Bridgeton, NJ 08302	A.V. Construction, Inc.
Peter Vincent, Owner	129 Highland Ave, Jersey City, NJ 07306	Felipe Villagomez owner
Sheila Vlasich, Managing Member	7 Ginkgo Court, Upper Saddle River, NJ 07458	Peter Vincent
William Vlasich, Managing Member	7 Ginkgo Court, Upper Saddle River, NJ 07458	Nicola Matera & Sons L.L.C.
Simon Walcott, Owner	43 Fairview Avenue, Bergenfield, NJ 07621	Nicola Matera & Sons L.L.C.
Ireneusz Waluk, Owner	70 Bordentown-Chesterfield, Rd., Chesterfield, NJ 08515	K & S Fabrication & Welding, LLC
Jon J Warbeck, President	680 West Pine Brook Road, Lincoln Park, NJ 07035	Euro Construction
Todd E. Warmingham, Owner	P.o. Box 215, Newport, NY 13416	Warbeck Construction Group LLC
Susan Wilder, President	101 Lookout Pass, Stormville, NY 12582	Todd Cable Construction, LLC
Anthony Yaniero, Vice-President	848 Bogert Road, River Edge, NJ 07661	Wilder Drywall
Susan Yaniero, Owner	848 Bogert Road, River Edge, NJ 07661	Wilder Drywall, Inc.
Magda Zamprogno, Other	65-67 7th Ave., East 1st Floor, Newark, NJ 07104	Bogert Millwork Company, Inc.
Agustin Zuniga, President	420 Broadway, Long Branch, NJ 07740	Bogert Millwork Company, Inc.
		MF Speed Construction, LLC.
		American Eagle Contractor, Inc.

EXHIBIT NO. 3

**DAVIS BACON ACT – LABOR STANDARDS PROVISIONS FOR
FEDERALLY ASSISTED CONSTRUCTION CONTRACTS
(EPA FORM 5720-4)**

AND

**USEPA ATTACHMENT 6 – REQUIREMENTS FOR
SUBRECIPIENTS THAT ARE GOVERNMENT ENTITIES**

Content Last Revised: Current as of 3/5/2014

CFR Code of Federal Regulations Pertaining to ESA

Title 29 – Labor Chapter I

Part 5 - Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction

Subpart A - Davis-Bacon and Related Acts Provisions and Procedures

Section Number: 5.5 Contract provisions and related matters.

§5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively

made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor

shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been

made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees*—(i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or

subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless

such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or

subcontractor will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

Paragraph	OMB Control Number
(a)(1)(ii)(B)	1215-0140
(a)(1)(ii)(C)	1215-0140
(a)(1)(iv)	1215-0140
(a)(3)(i)	1215-0140,
	1215-0017
(a)(3)(ii)(A)	1215-0149
(c)	1215-0140,
	1215-0017

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008]

EFFECTIVE DATE NOTE: At 58 FR 58955, Nov. 5, 1993, §5.5 was amended by suspending paragraph (a)(1)(ii) indefinitely.

EXHIBIT NO. 4

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE FORM

Use of the Change Order Form entitled “Contract Modification Proposal and Acceptance”

- When the Loanee wishes to issue a change to the contract, the attached “Contract Modification Proposal and Acceptance” form should be used as a request for proposal. Upon final settlement of the change, this same form is then completed and serves as the contract modification.
- The Loanee in requesting a proposal for a change would execute items 1 through 8 (exclusive of the revised contract price and duration data) and 9 through 12. Pages 1 and 2 of this form are then forwarded to the contractor, specifying scope of work and requesting the contractor’s proposal.
- The contractor should execute page 2 of the form. He then submits pages 1 and 2 of the form as his proposal, attaching additional sheets as necessary to provide his detailed breakdown of costs.
- Upon negotiation of a final settlement, the Loanee completes page 1 of the form, and all concerned parties (Contractor, Engineer, Owner) sign this document as the contract modification.
- Page 3 of the form is executed by the Loanee for documentation of the change, and to provide the necessary details for review by the Regulatory Agencies.
- Submit a minimum of one original with raised engineer’s seal and one copy. It is suggested that one original be kept for your records.

Detailed Instructions for Executing “Contract Modification Proposal and Acceptance” Form

Item 1. Enter the name of the Loanee.

Item 2. Enter State Project number.

Item 3. Enter the contract number or designation.

Item 4. Enter the number identifying this modification.

Item 5. Enter the name of the Contractor.

Item 6. Enter the project title and location.

Item 7. Requests a proposal for the specified change order work, but does not direct contractor to proceed. The owner or his authorized representative must execute this statement by signature with date and title blocks entered.

Item 8. Provide a clear description of the scope of work for this change. Upon final settlement of the modification costs, enter cost data by line item for unit priced items or by sum; and state total cost of this modification – net increase, decrease or no change in contract price. Enter appropriate information for any change in contract time, including number or calendar days involved. The modification is executed when all appropriate signatures are included.

Items 9 – 12. Same as items 1 – 4.

Item 13. Executed by the contractor, stating net effect of change in appropriate box for money and time. A detailed breakdown must be provided in this item; and appropriate signature of authorized representative of contractor included.

Item 14. Enter the Loanee’s name and State Project number.

Item 15. Enter the contract number or designation.

Item 16. Enter number identifying this modification.

Item 17. Enter appropriate financial data.

Item 18. Explain and justify the reasons for this change order.

Item 19. Explain all other impacts resulting from this change with estimate of costs involved. This should include impact on other contractors and the Consulting Engineers.

Item 20. Document that negotiations were held as required by the regulations and explain the events leading to the final settlement in price and time. This statement should include, at a minimum, date and location of negotiations, persons attending, summary of negotiations leading to final price and time settlements, and a statement that the agreed-to price is “fair and reasonable”.

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

1. ISSUING OFFICE	2. PROJECT NO.	3. CONTRACT NO.	4. MODIFICATION NO.
5. TO (CONTRACTOR)		6. PROJECT LOCATION AND DESCRIPTION	
7. A proposal is required for making the hereinafter described change in accordance with specification and drawing revisions cited herein or listed in attachment hereto. Submit your proposal in space indicated on Page 2, attach detailed breakdown of prime and sub-contract costs (See the clause of this contract entitled, "Changes". DO NOT start work under this proposed change until you receive a copy signed by the Contracting Officer or a directive to proceed).			
Date	Type Name and Title	Signature	
8. DESCRIPTION OF CHANGE: Pursuant to the clause of this contract covering changes, the contractor shall furnish all labor and material, and all work necessary to accomplish the following described work:			
As a result of the above, the contract price is revised as follows:			
ITEM NO.	ITEM DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY TOTAL COST
TOTAL COST OF THIS MODIFICATION		\$	
The contract time is hereby: increase [] decrease [] or remains the same [] by _____ calendar days as a result of this modification.			
The foregoing modification is hereby accepted:			
CONTRACTOR	OWNER	(NJPE SEAL)	ENGINEER
BY: _____ DATE: _____	BY: _____ DATE: _____	BY: _____ DATE: _____	
APPROVAL: STATE OF NEW JERSEY DATE			

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

9. ISSUING OFFICE	10. PROJECT NO.	11. CONTRACT NO.	12. MODIFICATION NO.
13. CONTRACTOR'S PROPOSAL - CHANGE IN CONTRACT PRICE (Detailed breakdown, attach additional sheets as necessary)			
(Proposed)			
NET INCREASE \$ _____	NET DECREASE \$ _____	CALENDAR DAYS INCREASE _____ DAYS	
DATE:	TYPE NAME AND TITLE:	SIGNATURE:	

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

14. ISSUING OFFICE & PROJECT NO.	15. CONTRACT NO.	16. MODIFICATION NO.
17. ORIGINAL CONTRACT BID PRICE.....\$ _____ TOTAL OF PREVIOUS CHANGE ORDERS.....\$ _____ TOTAL CONTRACT COST INCLUDING CHANGE ORDERS.....\$ _____		
18. NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS:		
19. OTHER IMPACTS RESULTANT OF THIS CHANGE:		
20. RESUME OF NEGOTIATIONS OR RECOMMENDATIONS (Loanee's Representative):		
DATE:	TYPE NAME AND TITLE OF LOANEE'S REPRESENTATIVE:	SIGNATURE:

EXHIBIT NO. 5

LIST OF DRAWINGS

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

MAINTENANCE SEDIMENT REMOVAL FOR PVSC AND WITCO DOCKS
INCLUDING SEDIMENT DISPOSAL

CONTRACT NO. B035

Index of Drawings

<u>Sheet No.</u>	<u>Title</u>
C-01	Cover Sheet
C-02	Dredging Plan – Witco Property
C-03	Dredging Plan – PVSC Facility
C-04	Dredging Area Cross Sections – Sheet1
C-05	Dredging Area Cross Sections – Sheet2
C-06	Dredging Area Cross Sections – Sheet3

DIVISION 01
GENERAL REQUIREMENTS

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 LOCATION OF WORK

- A. The Passaic Valley Sewerage Commission (PVSC) intends on having maintenance sediment removals at the PVSC dock and adjacent Former Witco Parcel and placement of the removed sediments at an Upland Disposal Site under Contract B035. Work will be performed in Newark Bay adjacent to the existing Passaic Valley Sewerage Commission property located at 600 Wilson Avenue in the City of Newark, Essex County, New Jersey..
- B. Work will also be performed in the Federal Navigation Channel of Newark Bay adjacent to the PVSC Wastewater Treatment Plant

1.02 SCOPE OF WORK

- A. The Passaic Valley Sewerage Commission (PVSC) owns and operates New Jersey's largest wastewater treatment plant and an associated sludge processing facility located in Newark, New Jersey. PVSC also owns and operates an 800-foot long receiving platform and bulkhead at the PVSC's waterfront on Newark Bay. This area, immediately out shore of the bulkhead, serves as a berth area for scows and other vessels servicing the PVSC wastewater treatment plant and sludge processing facility (sludge handling dock facility). The sludge dock handling facility also receives outside sludge for processing and continuously supports vessels and barges, up to 300 feet long by 70 feet wide. Sludge is pumped from the vessels at the sludge loading dock to the PVSC plant for further treatment. PVSC owns the parcel immediately adjacent to the south of PVSC Facility (Former Witco Parcel) where the waterfront is approximately 700-feet in length. Currently, PVSC uses the Former Witco Parcel berth area to moor smaller boats with shallow draft requirements.
- B. Furnish all labor, materials, tools, equipment and incidentals required for the removal and disposal of all sediments and debris materials encountered through sediment removal within the areas as shown on the Contract Drawings, specified in the Specifications and as specified herein. All sediment removal shall be in accordance with General Specification, except as specified herein.
- C. The Work includes, but is not necessarily limited to, the following work:

Item 1 Item 1 covers the General Conditions as set forth in the specifications Section 00700 of the Contract Documents. Shifting, moving and or interruptions to sediment removal operations when directed by PVSC or the United States Coast Guard is included in Item 1.

Item 2 Maintenance sediment removals from the Newark Bay and Federal Navigation Channel adjacent PVSC dock and Witco property including sediment disposal.

1.03 WORK SEQUENCE

- A. Contractor shall accommodate Owner's occupancy and operations during the construction period and ensure completion of the Work in the Contract Time. Completion dates of the various stages shall be in accordance with the approved construction schedule submitted by the Contractor.

1.04 CONTRACTOR'S USE OF PREMISES

- A. Contractor shall limit the use of the premises for his/her Work and for storage to allow for Owner occupancy and use.
- B. Coordinate use of premises with Owner or Engineer.
- C. Contractor shall assume full responsibility for security of all his/her and his/her subcontractors' materials and equipment stored on the site. Equipment storage areas and staging area are shown on the Drawings.
- D. If directed by the Owner or Engineer, move any stored items, which interfere with operations of Owner or other contractors.
- E. Obtain and pay for use of additional storage or work areas if needed to perform the Work.

1.05 OWNER OCCUPANCY

- A. Owner will occupy premises during performance of the work to conduct his/her normal operations. Coordinate all sediment removal operations with Owner or Engineer to minimize conflict and to facilitate Owner usage.

END OF SECTION

SECTION 01020

ALLOWANCES

PART 1 - GENERAL

1.01 SCOPE

- A. This Section includes administrative and procedural requirements governing the following types of allowances:

- 1. Contingency allowances

1.02 CONTINGENCY ALLOWANCE

- A. Contingency allowances are stipulated amounts available as a reserve for sole use by OWNER to cover unanticipated costs.
- B. When OWNER authorizes use of funds from the contingency allowance, submit Change Order request to OWNER. Prepare Change Order request in accordance with the provisions of Article 11 of the General Conditions, except that payments within the limit of an allowance shall exclude Bond and insurance premiums.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 SCHEDULE OF ALLOWANCES

- A. Contingency Allowances
 - 1. Include contingency allowances as indicated in the Bid Proposal Form and in Section 01025, Measurement and Payment for use in accordance with OWNER's instructions for the following:
 - a. For Unforeseen Contingencies.

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. The following subsections describe the measurement of and payment for the work to be done under the items listed in the Bid.
- B. Payment for the Work will be made at the lump sum or unit cost bid and shall include furnishing all labor, tools, materials, equipment and incidentals required to complete the work as shown on the Drawings, as specified in Divisions 0 through 16 and as directed or necessary to complete the work.

1.02 MOBILIZATION AND DEMOBILIZATION – (Lump Sum) (Bid Item No. 1)

- A. Measurement and Payment
 - 1. Measurement and Payment shall be complete compensation for mobilization, demolition, and relocation required for the Work. Payment shall also be full compensation for any other Work that is not specified or shown but which is required to complete the work as shown on the Drawings and as specified herein.

1.03 MAINTENANCE SEDIMENT REMOVAL FOR PVSC AND WITCO DOCKS INCLUDING SEDIMENT DISPOSAL (Unit Price) (Bid Item No. 2)

- A. Description
 - 1. Under Contract Item 2, the Contractor shall provide all labor, materials, tools, equipment and incidentals required for the complete execution of the work as shown on the Drawings, specified or required under this Contract.
- B. Measurement and Payment
 - 1. The quantity of dredging to be measured for payment under Contract Item 2 will be the actual total cubic yards of material dredged. This is to be determined by the difference between a Pre-Dredging Survey and a Post-Dredging Survey that is to be completed and submitted by the Contractor to the Owner. The Owner will determine the difference between the Pre-Dredging Survey and the Post-Dredging Survey, and will pay the Contractor for the actual Cubic Yards of material removed.
 - 2. No Additional Payment will be made for material removed below Elevation (-)25. Any Material removed below Elevation (-)25 will be at Contractor's own cost and risk, and will not be paid for by the Owner.
 - 3. Payment for Dredging will be made at the Contract unit price bid per cubic yard.

1.04 PRE-DREDGE AND POST-DREDGE BATHYMETRIC SURVEY (Lump Sum) (Bid Item No. 3)

A. Description

1. Under Contract Item 3, the Contractor shall provide a pre-dredge and post-dredge bathymetric survey.
2. The Contractor shall determine by a pre-dredge survey, in conjunction with the Owner, the extent of dredging. Report on the pre-dredge survey shall be submitted by the Contractor to the Owner for review and approval prior to starting work.

B. Measurement and Payment

1. Measurement and Payment shall be complete compensation for pre-dredge and post-dredge bathymetric survey including reports on both surveys.

1.05 CONSTRUCTION ALLOWANCE (Allowance) (Bid Item No. 4)

A. Description

1. Under Contract Item 4, the Contractor shall perform work that may later be determined to be necessary for the completion of the project but is not covered in the bid documents.

B. Measurement and Payment

1. Measurement for Allowance shall be on an as needed basis. Payment for the work shall be made at a price agreed upon by the Owner and shall provide full compensation for furnishing all labor, materials, equipment, and incidentals required to complete the work as necessary. The Allowance is 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 documents. Written authorization by the Owner for utilization of any part of the Allowance for any such work shall be required.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

- A. This section specifies the general methods and requirements of submissions applicable to the following work-related submittals: Shop Drawings, Product Data, Samples, Maintenance and Lubrication Schedule/Survey, Certified Shop test Reports, Equipment Manufacturers certification and Mock-Ups. Additional general submission requirements are contained in paragraphs 6.17 of the General Conditions. Detailed submittal requirements will be specified in the technical specification sections.
- B. All submittals shall be clearly identified by reference to Specification Section, Paragraph, Drawing No. or Detail as applicable. Submittals shall be clear and legible and of sufficient size for sufficient presentation of data.
- C. 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 five (5) full access PMWeb licenses from Critical Business Analysis (CBA) Inc. and maintain the licenses through the duration of this project. These licenses will be assigned by the PVSC or their designated representative to members of the project team. At 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 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.

8. The Contractor shall electronically scan all documents not created in PMWeb. These scanned documents files shall be uploaded and maintained in the PMWeb Document Management System for this project and linked to the corresponding record in PMWeb.
9. The Contractor will be required to deliver, for all users, information necessary to fulfill PMWeb system requirements. A form will be provided, filled, and returned to PVSC. PMWeb administration will utilize this information for user access rights and workflow protocol.
10. With Program Management Software being a 100% electronic based system Contractor will be required, by PVSC, to submit hardcopies. Hard Copies for all final submittals will still be required as specified within Section 1.04 and Section 1.08.

1.02 SHOP DRAWINGS, PRODUCT DATA, SAMPLES

A. Shop Drawings

1. Shop drawings, as defined in the General Conditions, and as specified in individual work sections include, but are not necessarily limited to, custom-prepared data such as fabrication and erection/installation (working) drawings, scheduled information, setting diagrams, actual shopwork manufacturing instructions, custom templates, special wiring diagrams, 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 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 Drawings and Specifications. Shop 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 relation of the various parts to the main members and lines of the structure, and where correct fabrication of the work depends upon field measurements, such measurements shall be made and noted on the drawings before being submitted for approval.

B. Product Data

1. Product data as specified in individual Sections, 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, availability of colors and patterns, manufacturer's printed statements of compliances and applicability, roughing-in diagrams and templates, catalog cuts, product photographs, standard wiring diagrams, printed performance curves and operational-range diagrams, production or quality control inspection and test reports and certifications, mill reports, product operating and maintenance instructions and recommended spare-parts listing and printed product warranties, as applicable to the work.

C. Samples

1. 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, small cuts or containers of materials, complete units of repetitively-used products, color/texture/pattern swatches and range sets, specimens for coordination of visual effect, graphic symbols and units of work to be used by the Engineer or Owner for independent inspection and testing, as applicable to the work.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor shall review shop drawings, product data and samples, including those by subcontractors, 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.
- B. All submittals, including shop drawings prepared by or under the direction of the Contractor, shall be thoroughly checked by the Contractor for accuracy and conformance to the intent of the Contract Documents before being submitted to the Engineer and shall bear the Contractor's certification with signature of approval certifying that they have been so checked. Submittals without the Contractor's certification with signature of approval, will not be reviewed by the Engineer and will be returned to the Contractor stamped "Rejected." Before submitting them to the Engineer, all submittals shall be bound, properly labeled and consecutively numbered and bear the certification statement, listed below, on the cover sheet for sheets 11" x 17" and smaller or in a clear space above the title block for drawings.

PASSAIC VALLEY SEWERAGE COMMISSION	
NAME OF PROJECT:	Maintenance Sediment Removal for PVSC and WITCO Docks Including Sediment Disposal
Date:	
Contract No.:	B035
Name of Equipment:	
Contract Drawing No.:	
Specification Section:	
<p>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 and they are hereby approved. The information contained herein has been coordinated with all involved Contractor's.</p>	
Contractor:	
Signed:	

Provide to the Resident Project Representative a copy of each submittal transmittal sheet for shop drawings, product data and samples at the time of submittal of said drawings, product data and samples to the Engineer.

D. The Contractor shall utilize a 10-character submittal identification numbering system in the following manner:

1. The first character shall be a D, S, P, M, or R, which represents Shop/Working Drawing and other Product Data (D), Sample (S), Preliminary Submittal (P), Operating/Maintenance Manual (M), or Request for Information (R).
2. The next five digits shall be the applicable Specification Section Number.
3. The next three digits shall be the number 001-999 to sequentially number each initial separate item or drawing submitted under each specific Section number.
4. The last character shall be a letter, A-Z, indicating the submission, or resubmission of the same Drawing, i.e., "A=1st submission, B=2nd submission, C=3rd submission, etc. A typical submittal number would be as follows:

Contract No.- B035 D-03300-008-B

D	=	Shop Drawing
03300	=	Specification Section for Concrete
008	=	The eighth initial submittal under this specification section.
B	=	The second submission (first resubmission) of that particular shop drawing.

- D. Notify the Engineer in writing, at the time of submittal, of any deviations in the submittals from the requirements of the Contract Documents.
- E. The review and approval of shop drawings, samples or product data by the Engineer shall not relieve the Contractor from his/her responsibility with regard to the fulfillment of the terms of the Contract. All risks of error and omission are assumed by the Contractor and the Engineer will have no responsibility therefor.
- F. No portion of the work requiring a shop drawing, sample, or product 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.
- G. Project work, materials, fabrication, and installation shall conform with approved shop drawings, applicable samples, and product data.

1.04 SUBMISSION REQUIREMENTS:

- A. The PVSC or its designated representative will be establishing a project specific folder structure for this project. The contractor shall utilize the predefined folder structure by placing all project related documents within PMWeb and its designated location.
- B. All documents will remain in their native form (xls, word, dwg, etc.) and uploaded to PMWeb. If needed, system allows for check-in/check-out tasks and maintaining revisions.
- C. The Contractor shall scan all documents, in PDF format, that are in hard copy form. These scanned document files shall be uploaded and maintained in the PMWeb Document Management System for this project and linked to the corresponding record in PMWeb.
- D. 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.
- E. Each submittal, appropriately coded, will be returned within **21 working days** following receipt of submittal by the Engineer.

F. Number of final approved hard copy submittals required:

1. Shop Drawings as defined in Paragraph 1.02 A: Three (3) hard copies.
2. Product Data as defined in Paragraph 1.02 B: Three (3) hard copies.
3. Samples: Submit the number stated in the respective Specifications Sections.

G. Submittals shall conform:

1. The date of submission and the dates of any previous submissions.
2. The project title and number.
3. Contractor identification.
4. The name of:
 - a. Contractor
 - b. Supplier
 - c. Manufacturer
5. Identification of the product, with the specification section number, page and paragraph(s).
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. Distinct identification of any deviations from Contract Documents.
10. Identification of revisions or resubmittals.
11. An 8" x 3" blank space for Contractor and Engineer stamps.

H. All markings to identify model number, part number, dimension, capacity, etc., shall be reproducible. Highlight markings are unacceptable.

1.05 REVIEW OF SHOP DRAWINGS, PRODUCT DATA, WORKING DRAWINGS AND SAMPLES

A. The review of shop drawings, data, and samples will be for general conformance with the design concept and Contract Documents. They shall not be construed.

1. As permitting any departure from the contract requirements;
2. As relieving the Contractor of responsibility for any errors, including details, dimensions, and materials.
3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.

B. The Contractor remains responsible for details and accuracy, for coordinating the work with all other associated work and trades, for selecting fabrication processes, for techniques of assembly, and for performing work in a safe manner.

C. If the shop drawings, data or samples as submitted describe variations and show a departure from the contract requirements which the Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in Contract Price or time for performance, the Engineer may return the revised drawings without noting an exception.

D. Submittals will be returned to the Contractor under one of the following codes:

- Code 1 - "APPROVED" is assigned when there are no notations or comments on the submittal. When returned under this code the Contractor may release the equipment and/or material for manufacture.
- Code 2 - "APPROVED AS NOTED" This code is assigned when a confirmation of the notations and comments IS NOT required by the Contractor. The Contractor may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product.
- Code 3 - "APPROVED AS NOTED/CONFIRM" This combination of codes is assigned when a confirmation of the notations and comments is required by the Contractor. The Contractor may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product. This confirmation shall specifically address each omission and nonconforming item that was noted. Confirmation is to be received by the Engineer within 15 calendar days of the date of the Engineer's transmittal requiring the confirmation.
- Code 4 - "APPROVED AS NOTED/RESUBMIT" This combination of codes is assigned when notations and comments are extensive enough to require a resubmittal of the package. The Contractor may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product. This resubmittal is to address all comments, omissions and non-conforming items that were noted. Resubmittal is to be received by the Engineer within fifteen (15) calendar days of the date of the Engineer's transmittal requiring the resubmittal.
- Code 5 - "NOT APPROVED" is assigned when the submittal does not meet the intent of the Contract Documents. The Contractor must resubmit the entire package revised to bring the submittal into conformance. It may be necessary to resubmit using a different manufacturer/vendor to meet the Contract Documents.
- Code 6 - "COMMENTS ATTACHED" is assigned where there are comments attached to the returned submittal which provide additional data to aid the Contractor.

Codes 1 through 5 designate the status of the reviewed submittal with Code 6 showing there has been an attachment of additional data.

E. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing on the letter of transmittal and on resubmitted shop drawings by use of revision triangles or other similar methods, to revisions other than the corrections requested by the Engineer, on previous submissions. Any such revisions which are not clearly identified shall be made at the risk of the Contractor. The Contractor shall make corrections to any work done because of this type

revision that is not in accordance to the Contract Documents as may be required by the Engineer.

- F. Partial submittals may not be reviewed. The Engineer will be the only judge as to the completeness of a submittal. Submittals not complete will be returned to the Contractor, and will be considered "Not Approved" until resubmitted. The Engineer may at his/her option provide a list or mark the submittal directing the Contractor to the areas that are incomplete.
- G. Repetitive Review
 - 1. Shop drawings and other submittals will be reviewed no more than twice at the Owner's expense. All subsequent reviews will be performed at times convenient to the Engineer and at the Contractor's expense, based on the Engineer's then prevailing rates. The Contractor shall reimburse the Owner for all such fees invoiced to the Owner by the Engineer. Submittals are required until approved.
 - 2. Any need for more than one resubmission, or any other delay in obtaining Engineer's review of submittals, will not entitle Contractor to extension of the Contract Time.
- H. If the Contractor considers any correction indicated on the shop drawings to constitute a change to the Contract Documents, the Contractor shall give written notice thereof to the Engineer at least seven working days prior to release for manufacture.
- I. When the shop drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.

1.06 DISTRIBUTION:

- A. 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. Number of copies shall be as directed by the Engineer but shall not exceed six.

1.07 MOCK-UPS:

- A. Mock-up units as specified in individual Sections, include but are not necessarily limited to, complete units of the standard of acceptance for that type of work to be used on the project. Remove at the completion of the work or when directed.

1.08 MAINTENANCE AND LUBRICATION SCHEDULE/SURVEY

For all items of equipment furnished, the Contractor shall provide a list including the equipment name, and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained. In addition, a maintenance and lubrication schedule for each piece of equipment shall be submitted with the shop drawings. Final approved submission shall be three (3) hard copies. The schedules shall be in the form indicated below:

<u>Typical Maintenance Schedule</u>			
<u>Item</u>	<u>Action</u>	<u>Frequency</u>	<u>Remarks</u>
Motors	Check cleanliness	As required	Motor exterior to be kept clean. Keep air intake openings free of foreign material and do not block air outlet.
	Removal of accumulated moisture	As required	Remove plug in motor frame to drain moisture.
	Check insulation resistance	Annually	See manufacturer operation and maintenance manual for method.

<u>Typical Lubrication Schedule</u>			
<u>Item</u>	<u>Action</u>	<u>Frequency</u>	<u>Remarks</u>
Motor Bearings	6 Months	Grease lubricant, Gulf-crown Grease #2 for operating temperatures from 15 ⁰ F to 300 ⁰ F	Add grease to inlet, replace inlet plugs, run motor for ½ hour, before replacing drain plug.

* See manufacturer's instructional manual for initial operation instructions (important).

The Contractor shall furnish lubricants for all equipment supplied under this Contract in one delivery consisting of a minimum number of products, reflecting the results of the lubrication survey, as hereinafter specified.

A lubrication survey, made by an independent consultant, subject to the approval of the Engineer shall be provided by the Contractor. A representative of a lubrication supply firm is not acceptable. The lubrication survey shall list all manufacturer's lubrication recommendations and an interchangeable lubricants tabulation standardizing and consolidating lubricants whenever possible. Three (3) hard copies of the final approved Lubrication Survey shall be furnished prior to final acceptance. All costs for lubricants and lubrication survey shall be included in the lump sum price bid of this Contract.

1.09 CERTIFIED SHOP TEST REPORTS

Certified shop test data, for equipment not requiring witness shop tests, shall be furnished by the Contractor in accordance with the requirements of the General Conditions. Where witness shop tests are required, the Contractor shall give written notice of the tests and furnish witness shop test reports in accordance with the requirements of the General Conditions. No equipment or material shall be shipped to the Project until the Engineer notifies the Contractor, in writing, that the shop test data or reports are acceptable.

1.10 MANUFACTURERS CERTIFICATION FORM

The Contractor shall submit a certificate, in the form attached to this section, from each equipment manufacturer, certifying that the equipment as installed and tested meets all the requirements of the Contract Documents that it is fully suitable and will function properly for the use intended and within the system called for by the Contract Documents, and that the guarantees as required by this Contract will be in full force and effect.

When the specifications call for "supervision, installation, adjustment, start-up," and words of similar intent, by the manufacturer's factory employed technicians or manufacturer's representatives, the Contractor shall provide a certificate co-signed by the manufacturer as to compliance with the stipulated requirements.

The final acceptance of any equipment will be withheld, appropriate amount of money will be retained by the Owner, and the warranty will not commence until such certifications are supplied.

1.11 PROFESSIONAL ENGINEER (P.E.) CERTIFICATION FORM:

- A. If specifically required in other Sections of these Specifications, the Contractor shall submit a P.E. Certification for each item required, in the form attached to this Section, completed filled in and stamped.

1.12 GENERAL PROCEDURES FOR SUBMITTALS:

- A. 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, fabrication, 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.

1.13 AMERICAN IRON AND STEEL REQUIREMENTS AND PROCEDURES FOR SUBMITTALS:

The Contractor shall submit a certificate (on company letterhead), in the sample form attached to this section, for each of the covered iron and steel products noted herein, certifying that the equipment meets with the Implementation of American Iron and Steel provisions of P.L. 113-76, Consolidated Appropriations Act, 2014.

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel (AIS)" requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Federal Fiscal Year 2014.

- A. Covered Iron and Steel Products - For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- a. Lined or unlined pipes or fittings;
- b. Manhole Covers;
- c. Municipal Castings (defined in more detail by the Act);
- d. Hydrants;
- e. Tanks;
- f. Flanges;
- g. Pipe clamps and restraints;
- h. Valves;
- i. Structural steel (defined in more detail below);
- j. Reinforced precast concrete; and
- k. Construction materials (defined in more detail by the Act).

P.E. CERTIFICATION FORM

The undersigned hereby certifies that he/she is a Professional Engineer registered in the State of New Jersey and that he/she has been employed by (Name of Contractor)_____

_____ to design _____

_____ in accordance with Specification Section _____

for Contract No. B035, Maintenance Sediment Removal for PVSC and WITCO Docks Including Sediment

Disposal. (Contract Title)

The undersigned further certifies that he/she has performed the design of the _____, that said design is in conformance with all applicable local, state and federal codes, rules and regulations, and that his/her signature and P.E. stamp have been affixed to all calculations and drawings used in, and resulting from, the design.

The undersigned hereby agrees to make all original design drawings and calculations available to the Passaic Valley Sewage Commission or their representative with seven days following written request therefore by the Owner.

P.E. Name

Signature

Address

Contractor's Name

Signature

Title

EQUIPMENT MANUFACTURER'S CERTIFICATION

Owner: Passaic Valley Sewerage Commission

Project: Maintenance Sediment Removal for PVSC and WITCO Docks Including Sediment Disposal
(PROJECT TITLE)

Contract No.: B035

EQUIPMENT SPECIFICATION SECTION: _____

EQUIPMENT DESCRIPTION: _____

I _____, authorized representative of
(Print Name)

(Print Manufacturer's Name)

hereby CERTIFY that

(Print Equipment Name & Model with Serial Number)

has been installed in complete accordance with the contract documents and manufacturers
instructions and is satisfactory to _____. The
(Manufacturer)

equipment as installed has been fully tested, operates in accordance with the contract and
manufacturer's specifications, is suitable for its intended use, and is ready for permanent use by
the Owner.

CERTIFIED BY:

(Signature of Manufacturer) (Date)

(Print Name and Title)

AMERICAN IRON AND STEEL CERTIFICATION (SAMPLE NO. 01)

The following information is provided as a sample letter of step certification for AIS compliance.

Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (B035 - Maintenance Sediment Removal for PVSC and WITCO Docks Including Sediment Disposal)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

AMERICAN IRON AND STEEL CERTIFICATION (SAMPLE NO. 02)

The following information is provided as a sample letter of certification for AIS compliance.
Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (B035 - Maintenance Sediment Removal for PVSC and WITCO Docks Including Sediment Disposal)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

END OF SECTION

SECTION 01301

PRE-CONSTRUCTION CONFERENCE

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Scope:
 - 1. A pre-construction conference will be held for the Project.
 - 2. CONTRACTOR shall attend the conference prepared to discuss all items on the agenda.
 - 3. OWNER'S REPRESENTATIVE will distribute an agenda, preside at conference, and prepare and distribute minutes to all conference participants and others as requested.
- B. Purpose of conference is to designate responsible personnel, establish working relationships, discuss preliminary schedules submitted by CONTRACTOR, and review administrative and procedural requirements for the Project. Matters requiring coordination will be discussed and procedures for handling such matters will be established.
- C. Date, Time and Location: Conference will be held after execution of the Contract and before Work starts at the Site. OWNER'S REPRESENTATIVE will establish the date, time, and location of conference and notify the interested and involved parties.
- D. Prior to the conference, submit the following preliminary schedules in accordance with the General Conditions:
 - 1. Progress Schedule.
 - 2. Schedule of Submittals.
 - 3. Schedule of Values.
- E. CONTRACTOR shall provide information required and contribute appropriate items for discussion. CONTRACTOR shall bring to the conference the following, with sufficient number of copies for each attendee:
 - 1. Preliminary Progress Schedule.
 - 2. Preliminary Schedule of Submittals.
 - 3. Preliminary Schedule of Values.
 - 4. CONTRACTOR's Project-specific health and safety plan.
 - 5. List of emergency contact information, in accordance with Article 1.4 of this Section.
 - 6. Confined space entry procedures.

1.02 REQUIRED ATTENDANCE

- A. Representative of each entity attending the conference shall be authorized to act on that entity's behalf.

- B. Contractor Attendance: Conference shall be attended by CONTRACTOR's project manager, Site superintendent, project managers for major Subcontractors, and major equipment Suppliers as CONTRACTOR deems appropriate.
- C. Other attendees will be representatives of:
 - 1. OWNER.
 - 2. ENGINEER.
 - 3. Authorities having jurisdiction over the Work, if available.
 - 4. Utility companies, as applicable.
 - 5. SED Public Agency Compliance Officer.
 - 6. New Jersey Department Environmental Protection representative.
 - 7. Others as requested by OWNER, CONTRACTOR, or ENGINEER.

1.03 AGENDA

- A. Preliminary Agenda: Be prepared to discuss in detail the topics listed below. Final agenda will be furnished to CONTRACTOR prior to conference.
 - 1. Procedural and Administrative:
 - a. Personnel and Teams:
 - 1) Designation of roles and personnel.
 - 2) Limitations of authority of personnel, including personnel who will sign Contract modifications and make binding decisions.
 - 3) Lists of proposed Subcontractors and manufacturers (where applicable).
 - 4) Authorities having jurisdiction.
 - b. Procedures for communications and correspondence.
 - c. Copies of the Contract Documents and availability.
 - d. Subcontractors.
 - e. The Work and Scheduling:
 - 1) Scope of the Work.
 - 2) Contract Times, including Milestones (if any).
 - 3) Phasing and sequencing.
 - 4) Preliminary Progress Schedule.
 - 5) Critical path activities.
 - f. Safety:
 - 1) Responsibility for safety.
 - 2) Contractor's safety representative.
 - 3) Emergency procedures and accident reporting.
 - 4) Emergency contact information.
 - 5) Health and safety plan.
 - 6) Confined space entry procedures.
 - 7) Hazardous materials communication program.

- g. Review of insurance requirements and insurance claims.
 - h. Coordination:
 - 1) Project coordination, and coordination among contractors.
 - 2) Coordination with Owner's operations.
 - 3) Progress meetings.
 - i. Products and Submittals:
 - 1) Preliminary Schedule of Submittals.
 - 2) Shop Drawings, Samples, and other submittals.
 - 3) Product options, "or-equals", and substitutions.
 - 4) Construction photographic documentation.
 - j. Contract Modification Procedures
 - 1) Requests for interpretation
 - 2) Clarification notices
 - 3) Proposal requests
 - 4) Potential Change Order proposals
 - k. Payment:
 - 1) Owner's Project financing and funding, as applicable.
 - 2) Owner's tax-exempt status.
 - 3) Preliminary Schedule of Values, and procedures for measuring for payment.
 - 4) Retainage.
 - 5) Progress payment procedures.
 - 6) Prevailing wage rates and payrolls.
 - l. Testing and inspections, including notification requirements.
 - m. Disposal of demolition materials.
 - n. Record documents.
 - o. Closeout Overview:
 - 1) Substantial Completion.
 - 2) Closeout requirements overview.
 - 3) Correction period.
 - 4) Duration of bonds and insurance.
2. Site Mobilization (if not covered in a separate meeting):
- a. Working hours and overtime.
 - b. Field offices, trailers, and staging areas.
 - c. Temporary facilities.
 - d. Temporary utilities and consumption limitations (where applicable).
 - e. Utility company coordination (if not done as a separate meeting).
 - f. Access to Site, access roads, and parking for construction vehicles.

- g. Maintenance and protection of traffic.
 - h. Use of premises.
 - i. Protection of existing property.
 - j. Security.
 - k. Temporary controls, such as sediment and erosion control, noise control, dust control, storm water control, and other such measures.
 - l. Site barriers and temporary fencing.
 - m. Storage of materials and equipment.
 - n. Benchmarks, survey's, and layouts.
 - o. Site maintenance.
 - p. Cleaning and removal of trash and debris.
 - q. Restoration.
- 3. General discussion and questions.
 - 4. Next meeting.
 - 5. Site visit, if required.

1.04 EMERGENCY CONTACT INFORMATION

- A. CONTRACTOR shall furnish list of emergency contact information for 24-hour use throughout the Project. Emergency contact information shall be updated and kept current throughout the Project. If personnel or contact information change, distribute updated information list at subsequent progress meeting.
- B. CONTRACTOR's list of emergency contact information shall include:
 - 1. CONTRACTOR's project manager's office, field office, cellular, and home telephone numbers.
 - 2. CONTRACTOR's Site superintendent's office, field office, cellular, and home telephone numbers.
 - 3. CONTRACTOR's foreman's field office, cellular (if available), and home telephone numbers.
 - 4. Major Subcontractors' and Suppliers' office, cellular, and home telephone numbers of project manager and foreman (when applicable).
- C. Additional Emergency Contact Information:
 - 1. OWNER's office telephone numbers.
 - 2. ENGINEER's project manager's office, and cellular, telephone numbers.
 - 3. Emergency telephone numbers, including: "Emergency: Dial 911", and seven-digit telephone numbers for the hospital, ambulance, police, and fire department nearest to the Site. Provide names of each of these institutions.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01311

CONSTRUCTION SCHEDULING

PART 1 – GENERAL

1.01 PROGRAM DESCRIPTION

- A. A Critical Path Method (CPM) construction schedule shall be used to control the work for this Contract and to provide a definitive basis for determining job progress. The construction schedule shall be prepared and updated at least once a month by the Contractor with input from the Engineer. All work shall be done in accordance with the established CPM schedule and the Contractor and his/her subcontractors shall be responsible for cooperating fully with the Engineer and the Owner in effectively utilizing the CPM schedule.
- B. The CPM schedule to be prepared and submitted by the Contractor shall consist of a CPM network (diagram of activities) and a computer-generated schedule (print-out) using the latest version of Oracle Primavera P6 Project Planner[®]. The latest version of Oracle Primavera P6 is the only software permitted for creating schedules for all projects where the contract value is greater than \$ 5 million or contract duration is more than 2 years. The Owner/Engineer reserves the right to approve or allow alternative software for creating project schedules. The format shall be the Activity-On-Arrow (AOA) precedence network as indicated on the Preliminary Guideline CPM Schedule.

1.02 QUALIFICATIONS OF CONSTRUCTION SCHEDULER

- A. The Contractor shall submit the resume of the proposed Construction Scheduler within 7 calendar days from Contract Award to the Owner/Engineer. The Scheduler shall have the capability and experience to prepare the project schedule using CPM scheduling technique. The scheduler shall have a minimum of 5 years of work experience developing construction schedules using Primavera P6 or Microsoft Project on projects of similar value and must have at least 2 years of experience working on projects in water or wastewater treatment plants.

1.03 NETWORK REQUIREMENTS

- A. The network shall show the order and inter-dependence of activities and the sequence in which the work is to be accomplished as planned by the Contractor. The basic concept of a network analysis diagram shall be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts or impacts the start of following activities.
- B. Detailed network activities shall include: all construction activities, all submittals, interim and key project milestones or deliverables. To the extent feasible, activities related to a specific physical area of the work shall be grouped on the network for ease of understanding and simplification.

Separate activities shall be provided for each significant identifiable function in each

trade area in each facility. Activities descriptions should be clear so that the amount of remaining work should be clearly and easily understood by all parties.

Specific activities which should be included (if applicable) and shown in the schedule are: all subcontract or sub-consultant work, all interface work between subcontractors and between the Contractor and subcontractors, leakage tests of structures, tanks and pipelines, electrical connections to each item of equipment, supplier and manufacturer technical assistance, mechanical connections to each item of equipment, concrete finishing, each item of site work, (including restraints on other activities), permits and licenses, work to be performed by utilities or other agencies, all submittal reviews and approvals, all shop drawing review and approvals, inspection and acceptance by other agencies, QA/QC, Testing, Commissioning, Startup, Training of Client O&M Staff, Punch List activities and time required for submittal all required documents for FEMA Closeout.

C. Each activity on the network shall have the following:

1. A single duration (i.e., the single best estimate of time considering the scope of the work involved in the activity and the resources planned for accomplishing the activity) expressed in working days.
2. An activity code that identifies the party (Contractor, Subcontractor, Client, Engineer, Agency, Third Party etc) responsible for performing the activity. Activities that require the review and/or approval from Owner/Engineer shall be clearly identified and coded. Additional codes for phasing, site area, and schedule of values shall be identified and included on the network.
3. A cost estimate for each activity which, when accumulated with the cost of all activities, equals the total contract cost. Estimated overhead and profit shall be prorated throughout all activities. Materials costs shall be assigned to delivery activities. Front loading of costs shall not be allowed. The approved and accepted project bid price breakdown will be the only basis for cost loading the schedule.
4. A clear and accurate description of the activity that relates to and identifies the work to be performed.

D. The detailed network must be time scaled showing work by week.

E. To the extent that the network or any revision thereof shows anything not jointly agreed upon or fails to show anything jointly agreed upon, it shall not be deemed to meet the specification requirements. Failure to include on a network any element of work required for the performance of this Contract shall not excuse the Contractor from completing all work required within any applicable completion date, notwithstanding the review of the network by the Engineer.

F. Except where earlier completions are specified, CPM schedules which show completion of all work prior to the contract completion date may be approved by the Engineer but in no event shall they be acceptable as a basis for claim for delay against the Owner by the Contractor.

1.04 COMPUTER GENERATED SCHEDULE REQUIREMENTS

- A. A baseline Primavera P6 electronic schedule file for the scope of work to be performed shall be submitted and it will be approved by Owner/Engineer.
- B. All schedules shall follow and use the Critical Path Method (CPM) of scheduling for development of logical links and relationships between activities.
- C. Only the first activity (Project Start) can be without a predecessor and only the last activity (Project Completion) can be without a successor. All other activities should have predecessor successor relationship. If any other activity does not have predecessors and successor, it needs to be explained and is subject to approval from Owner/Engineer.
- D. The monthly progress schedule should be submitted once a month no later than the 7th calendar day of the month updated as of the last day of the previous month. However, it should be maintained and updated on a weekly or bi-weekly basis for periodic work progress review.
- E. The schedule shall be cost loaded. The total contract value shall be distributed appropriately across the various phases and activities. The cost should be loaded to match the Schedule of Values cost breakdown submitted by the Contractor and should be based on reasonable cost associated with the work involved. The resulting overall project cash flow curve shall not be front end loaded.
- F. The Contractor shall also provide a separate Microsoft Excel manpower loading chart in electronic format showing planned and actual workhours by trade on a monthly basis.
- G. Activity durations should be reasonable (typically no more than 30 calendar days or 20 working days in duration except for level of effort, hammock or WBS Summary type activities, project management tasks, procurement activities for long lead items, fabrication by third party supplier or any other obvious task).
- H. Contractor shall include all activities that require review and or approval by Owner/Engineer. The duration for these activities shall not be less than 15 working days (not including PVSC holidays). Owner/Engineer shall strive to review all submittals expeditiously. Owner/Engineer reserves the right to increase the duration for submittal review activities that might need more time like major equipment, material testing, long lead procurement items or material and equipment with unique requirements or design criteria.
- I. Contractor shall include all activities for submittals, testing, inspection, permits, procurement, sub-contracted work, review and approval by Owner/Engineer or other agencies and add Activity Codes that clearly assigns the Responsible parties to these activities.
- J. Negative lags, negative total float and excessive lags (greater than 30 days) will not be permitted in the approved baseline schedule and all consecutive versions of the schedule. Any schedule that contains these three types of restraints is liable to be rejected.
- K. Narrative document describing work performed in the past month (with pictures if necessary).

- L. Each computer-generated schedule submittal from the CPM activity network shall include the following tabulations: a list of activities in numerical order, a list of activity precedence, a schedule sequenced by Early Start Date and a schedule sequenced by Total Float. Each schedule shall include the following minimum items:

1. Activity numbers
2. Estimated duration
3. Activity description
4. Early start date (calendar dated)
5. Early finish date (calendar dated)
6. Latest allowable start date (calendar dated)
7. Latest allowable finish date (calendar dated)
8. Status (whether critical)
9. Estimated cost of the activity
10. Total float and free float
11. Physical percent complete
12. Remaining duration

- M. In addition, each schedule shall be prefaced with the following summary data:

1. Contract name and number
2. Contractor's Name
3. Contract duration
4. Contract schedule
5. The effective or starting date of the schedule (the date indicated in the Notice to Proceed).
6. Substantial Completion Date
7. Final Contract Completion Date

- N. The Contractor shall use only three types of calendars in the schedule unless prior approval is obtained from the Owner/Engineer for other calendar types:

1. A 24x7 work calendar showing all days as workdays
2. A normal 5 day workweek calendar that shows standard workweek and time approved by the owner (Weekends and Owner holidays shown as non-working days).
3. Contractor's standard work day calendar

Any other type of calendar like adverse weather, concrete or other crews, work shifts and calendars for special work requirements are subject to Owner/Engineer review and approval.

- O. Contractor shall provide complete and detailed backup and documentation for all proposed claims or changes. Delay Claims and Extension of Time requests should be accompanied by a Time Impact Analysis report along with an electronic Primavera P6 schedule file that clearly shows and proves the Contractor's case for the delay or extension of time. The time and cost for all additional work or any work that involves a claim shall be coded appropriately on the activities of the latest schedule. Any changes or addition to the accepted baseline schedule will have to be approved by the Owner/Engineer during baseline review workshop.

- P. Payment Application shall be accompanied by monthly progress report, monthly progress schedule (updated as of the last day of the previous month) and any other required proof or documentation that clearly validates and matches the payment request to the work performed.

1.05 INITIAL CONFERENCE

- A. Within 15 days following the receipt of the Notice to Proceed, the Contractor's Project Manager and Scheduler shall meet with the Owner and Engineer in a workshop format to discuss and agree on the proposed standards for the CPM schedule. At this conference the Contractor shall submit to the Engineer an electronic file containing preliminary network defining the planned operations during the first 60 calendar days after Notice to Proceed. The general approach for the balance of the project shall be indicated. Cost of activities expected to be completed or partially completed before submission and approval of the complete network shall be included.
- B. Work progress shall be based on mutually accepted and agreed forms of progress measurement that will be established during the initial baseline schedule workshop. During this schedule baseline workshop the Contractor and Owner/Engineer shall agree on measurement types and quantities for labor hours, material, equipment and also quantities (including pre and post work survey to verify quantities if required) for mass work like excavation, backfill, concrete, and dredging.

1.06 APPROVED CPM SCHEDULE

Within 45 days following the receipt of the Notice to Proceed, submit an electronic file and two prints of the proposed CPM activity network and a computer-generated schedule to the Engineer. Following a 14 calendar day review by the Engineer, the Contractor shall finalize the network and submit five prints and two reproducible of the revised network and two copies of the computer-generated schedule. This final submittal shall be delivered to the Engineer within 65 days after the Notice to Proceed. Once this final submittal is deemed in accordance with the specifications by the Engineer, the CPM schedule shall be used for planning, organizing and directing the work, and reporting progress.

- A. CPM schedules which contain activities showing negative float or which extend beyond the contract completion date in the computer-generated schedule will not be approved.
- B. Review of the CPM activity network by the Engineer is advisory only and shall not relieve the Contractor of responsibility for accomplishing the work within the contract completion date. Omissions and errors in the approved CPM schedule shall not excuse performance less than that required by the Contract. Review by the Engineer in no way makes the Engineer an insurer of the CPM schedule's success or liable for time or cost overruns flowing from its shortcomings. The Owner hereby disclaims any obligation or liability by reason of review by its agent, the Engineer or Program Manager of the CPM schedule.

1.07 PROGRESS REPORTING

- A. Progress under the approved CPM schedule shall be evaluated monthly by the Contractor and the Engineer. Not less than 7 days prior to each monthly progress meeting, they shall meet at the jobsite and jointly evaluate the status of each activity on which work has

started or is due to start, based on the preceding CPM schedule; to show actual progress, to identify those activities started and those completed during the previous period, to show the estimated time required to complete or the physical percent complete of each activity started but not yet completed and to reflect any changes indicated for the network. Activities shall not be considered to be complete until they are, in fact, physically (as opposed to elapsed duration) 100 percent complete including all required testing.

- B. Within two weeks following each monthly progress meeting, submit a narrative report based on the CPM schedule evaluation described above, in a format agreed upon by the Contractor and the Engineer. The report shall include a description of the progress during the previous period in terms of completed activities, an explanation of each activity which is showing a delay, a description of problem areas, current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates and an explanation of corrective action taken or proposed. The Contractor shall include costs to date for the period during which the meeting takes place. This report, as well as the CPM Status Report, will be discussed at each progress meeting.
- C. Provide an updated schedule based on the results of the monthly progress meeting.

1.08 RESPONSIBILITY FOR SCHEDULE COMPLIANCE

- A. Whenever it becomes apparent from the current CPM schedule and CPM Status Report that delays to the critical path have resulted and the contract completion date will not be met, or when so directed by the Engineer, take some or all of the following actions at no additional cost to the Owner. Submit to the Engineer, a written statement of the steps intended to take to remove or arrest the delay to the critical path in the approved schedule.
 - 1. Increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of work.
 - 2. Increase the number of working hours per shift, shifts per day, working days per week, the amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate the backlog of work.
 - 3. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities and comply with the revised schedule.
- B. If and when so requested by the Engineer, failure to submit a written statement of the steps intended to take or should fail to take such steps, the Engineer may direct the Contractor to increase the level of effort in man-power (trades), equipment and work schedule (overtime, weekend and holiday work, etc.) to be employed by the Contractor in order to remove or arrest the delay to the critical path in the approved schedule and the Contractor shall promptly provide such level of effort at no additional cost to the Owner.

1.09 ADJUSTMENT OF CONTRACT SCHEDULE AND COMPLETION TIME

- A. If the Contractor desires to make changes in the method of operation which affects the approved CPM schedule, the Contractor shall notify the Engineer in writing stating the proposed changes and the reason for the change. If the Engineer reviews these changes, the Contractor shall revise and submit, without additional cost to the Owner, all of the

affected portions of the CPM network. The CPM schedule shall be adjusted by the Contractor only after prior review of his/her proposed changes by the Engineer. Adjustments may consist of changing portions of the activity sequence, activity durations, division of approved activities, or other adjustments as may be approved by the Engineer. The addition of extraneous, non-working activities and activities which add unapproved restraints or constraints to the dates in the CPM schedule shall not be allowed.

- B. If the completion of any activity, whether or not critical, falls more than 100 percent behind its duration, submit for review a schedule adjustment showing each such activity divided into two activities reflecting completed versus uncompleted work.
- C. The contract completion time will be adjusted only for causes specified in this Contract. In the event the Contractor requests an extension of any contract completion date, he/she shall furnish such justification and supporting evidence as the Engineer may deem necessary to determine whether the Contractor is entitled to an extension of time under the provisions of this Contract. The Engineer will, after receipt of such justification and supporting evidence, make findings of fact and will advise the Contractor in writing thereof. If the Engineer finds that the Contractor is entitled to any extension of any contract completion date, the Engineer's determination as to the total number of days extension shall be based upon the currently accepted CPM schedule and on all data relevant to the extension. Such data shall be included in the next updating of the schedule. Actual delays in activities which, according to the CPM schedule, do not affect any contract completion date shown by the critical path in the network will not be the basis for a change therein.
- D. Each request for change in any contract completion date shall be submitted by the Contractor to the Engineer within 30 days after the beginning of the delay for which a time extension is requested but before the date of final payment under this Contract. No time extension will be granted for requests which are not submitted within the foregoing time limit.
- E. From time to time it may be necessary for the contract schedule or completion time to be adjusted by the Owner to reflect the effects of job conditions, weather, technical difficulties, strikes, unavoidable delays on the part of the Owner or its representatives and other unforeseeable conditions which may indicate schedule adjustments or completion time extensions. Under such conditions, the Engineer will direct the Contractor to reschedule the work or contract completion time to reflect the changed conditions and the Contractor shall revise his/her schedule accordingly. No additional compensation will be made to the Contractor for such schedule changes except for unavoidable overall contract time extensions beyond the actual completion of all unaffected work, in which case the Contractor shall take all possible action to minimize any time extension and any additional cost to the Owner. Available float time in the CPM schedule may be used by the Owner as defined by the Engineer, as well as by the Contractor.
- F. The total float for all the activities in the project is a shared resource that is jointly owned by the Owner and Contractor. This shall be used by the party that reaches the total float first. If the Owner or Contractor completes an activity ahead of planned date, then they shall have the right to use the remaining duration as they see fit. Owner initiated changes that affect the critical path on the approved CPM network shall be the sole grounds for extending (or contracting) said completion dates. Contractor-initiated changes that

encroach on the float time identified in the approved CPM network may be accomplished with the Owner's concurrence. Such changes, however, shall give way to Owner-initiated changes competing for the same float time.

- G. **RECOVERY SCHEDULE:** When the Current Schedule indicates and Owner/Engineer determines that the Current Schedule is "materially" behind its accepted baseline date, the Owner/Engineer can ask the Contractor to submit a Recovery Schedule to get the project back on schedule. Submit recovery schedule within 10 work days after submittal of updated Progress Schedule where need for recovery schedule is indicated or include in next update as directed by the Engineer.

At no additional cost to OWNER, do one or more of the following:

1. Furnish additional labor, provide additional construction equipment, provide suitable materials, employ additional work shifts, expedite procurement of materials and equipment to be incorporated into the Work, and other measures necessary to complete the Work within the Contract Time.
2. Item 1 above is also applicable when the Contractor is required to accelerate the Work to recover lost time
3. Upon acceptance of recovery schedule by Engineer, incorporate recovery schedule into the next Progress Schedule update.

1.10 COORDINATING SCHEDULES WITH OTHER CONTRACT SCHEDULES

- A. Where work is to be performed under this Contract concurrently with or contingent upon work performed on the same facilities or area under other contracts, the Contractor's CPM Schedule shall be coordinated with the schedules of the other contracts. Obtain the schedules of the other appropriate contracts from the Owner for the preparation and updating of the CPM schedule and make the required changes in the schedule when indicated by changes in corresponding schedules.
- B. The Contractor(s) shall work closely with the Owner's Operations and Maintenance Department to ensure that Contractor's work does not interfere with or shut down ongoing operations unless it is done in a planned manner with approval from the appropriate O&M staff. Sufficient time to accomplish the contractor's work within these requirements shall be allowed for in the schedule.
- C. In case of interference between the operations of different contractors, the Owner will determine the work priority of each contractor and the sequence of work necessary to expedite the completion of the entire project. In all such cases, the decision of the Owner shall be accepted as final. The temporary delay of the Contractor's work due to such circumstances shall not be considered as justification for claims for additional compensation.

END OF SECTION

SECTION 01350

RECORD DOCUMENTS

PART 1 – GENERAL

1.01 General

- A. Contractor shall maintain and provide the Owner with record documents as specified below, except where otherwise specified.
- B. Maintenance of Documents
 - 1. Contractor shall maintain in clean, dry, and legible condition a complete sets of the following: Drawings, Specifications, Addenda, approved Shop Drawings, Photographs, Change Orders, other modifications of Contract Documents, Field Orders, and all other documents pertinent to Contractor's Work.
 - 2. Provide files and racks for proper storage and easy access. File in accordance with filing format of Construction Specification Institute (CSI), unless otherwise approved by Owner.
 - 3. Make documents available at all times for inspection by Engineer and Owner.
 - 4. Record documents shall not be used for any other purpose and shall not be removed from the Contractor's office without Owner's approval.
 - 5. The Engineer will provide and the Contractor shall maintain the record conditions on the AutoCad drawings of the Contract.
 - 6. For AutoCad drawings, follow the original drawing color and layer convention. Provide 1 copy (CD-Rom and full size prints) for review and approval and 3 CD-Rom copies of the drawings and 2 full-sized sets of prints, for archiving of the project.
- C. Recording
 - 1. Label each document "PROJECT RECORD" in 2-inch high printed letters.
 - 2. Keep record documents current.
 - 3. Do not permanently conceal any work until required information has been recorded.
 - 4. Drawings: Legibly mark to record actual construction including:
 - a. Field changes of dimensions and details
 - b. Changes made by Change Order or Field Order.
 - c. Details not on original Drawings.
- D. Submittal
 - 1. Upon Substantial Completion of the work, deliver record documents to the Owner. Final payment will not be made until satisfactory record documents are received and approved by the Owner. Not less than 5% of the Contract amount will be included in the Schedule of Values and will be retained until such time as the Engineer and Owner approve the release of this item. All Record Documents must be completed in a satisfactory and complete manner, prior to the release and payment. Contractor is required to utilize PMWeb in the submittal process and in compliance with Specification Section 01300.

2. Accompany submittal with transmittal letter containing:
 - a. Date
 - b. Project title and number.
 - c. Contractor's name and address.
 - d. Title and number of each record document.
 - e. Certification that each document as submitted is complete and accurate.
 - f. Signature of Contractor, or his authorized representative.

END OF SECTION

SECTION 01360
SCHEDULE OF VALUES

PART 1 – GENERAL

1.01 SCHEDULE OF VALUES

A. General

1. The Contractor shall, within two weeks of executing the Contract, submit a Schedule of Values accurately breaking down the contract price into logical categories of work. This Schedule of Values shall be submitted to the Owner's Representative for approval. Any items not acceptable to the Owner's Representative shall be substantiated to the satisfaction of the Owner's Representative or amended to the satisfaction of the Owner's Representative. Upon approval by the Engineer, the Schedule of Values shall serve as the basis for the Contractor's application for payment, which shall be made on **AIA Document G702 Application and Certification for Payment**.
2. Upon request, submit documentation to support the values assigned to the Goods and Special Services. Sum of all values shall equal the Total Contract Price less any Allowances.
3. The following is a list of the minimum categories to be contained in the Schedule of Values. The Contractor may propose additional categories to improve the utility of the Schedule.
4. Each of the following categories shall be broken into subcategories for labor and materials.

1.02 MINIMUM LIST OF CATEGORIES

Title

General Conditions
Mobilization
Submittals
Project Schedule
Job Supervision
Record Documents

Bathymetric Surveys
Pre Dredging
Post Dredging

Dredging Operations

Testing

Disposal of Dredged Material

Project Closeout

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Material and equipment incorporated into the Work:
 - 1. Conform to applicable specifications and standards.
 - 2. Comply with size, make, type and quality specified, or as specifically approved in writing by the Owner' Representative.
 - 3. Manufactured and Fabricated Products:
 - a. Design, fabricate and assemble in accord with the best engineering and shop practices.
 - b. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - c. Two or more items of the same kind shall be identical, by the same manufacturer.
 - d. Products shall be suitable for service conditions.
 - e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specially approved in writing.
 - 4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 RELATED WORK

- A. Conditions of the Contract
- B. Summary of Work is included in Section 01010.
- C. Shop Drawings, Working Drawings, Product Data and Samples are included in Section 01300.
- D. Warranties and Bonds are included in Section 01740.

1.03 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Owner's Representative. No material shall be delivered to the work without prior approval of the Owner's Representative.
- B. Within 30 days after the Effective Date of the Agreement, the Contractor shall submit to the Owner's Representative, data relating to materials and equipment he proposes to furnish for the work. Such data shall be insufficient detail to enable the Owner's Representative to

identify the particular product and to form an opinion as to its conformity to the specifications. The data shall comply with Paragraph 1.06 of this Section.

- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. If the Owner's Representative requires, either prior to beginning or during the progress of the work, the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the specifications. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense. Except as otherwise noted, the Owner will make arrangements for and pay for the tests.
- D. The Contractor shall submit data and samples sufficiently early to permit consideration and approval before materials are necessary for incorporation in the work. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against the Owner or the Owner's Representative.
- E. The materials and equipment used on the work shall correspond to the approved samples or other data.

1.04 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five copies to the Owner's Representative.
 - 1. Maintain one set of complete instructions at the job site during installation and until completion.
- B. Handle, install, connect, clean, condition and adjust products in strict accordance with such instructions and in conformity with specified requirements.
 - 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Owner's Representative for further requirements.
 - 2. Do not proceed with work without clear instructions.
- C. Perform work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.05 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of Products in accord with construction schedules coordinate to avoid conflict with work and conditions at the site.
 - 1. Deliver Products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 - 2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that Products are properly protected and undamaged.

- B. Provide equipment and personnel to handle Products by methods to prevent soiling or damage to Products or packaging.

1.06 STORAGE AND PROTECTION

- A. Storage of equipment shall be in strict accordance with the "instructions for storage" of each equipment supplier and manufacturer including connection of heaters, placing of storage lubricants in equipment, etc. Furnish a copy of the manufacturer's instructions for storage to the Owner prior to storage of all equipment and materials. Corroded, damaged or deteriorated equipment and parts shall be replaced before acceptance of the project. Equipment and materials not properly stored will not be included in a payment estimate. The location for the storage of equipment shall be as directed by the Owner.
- B. Store Products in accord with manufacturer's instructions, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weathertight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
 - 3. Store fabricated products above the ground, on blocking or skids, to prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.
- C. All materials to be incorporated in the work shall be handled and stored by the Contractor before, during, and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft or damage of any kind whatsoever to the material or equipment.
- D. All materials which, in the opinion of the Owner, have become so damaged as to be unfit for the use intended or specified shall be promptly removed from the site of the work, and the Contractor shall receive no compensation for the damaged material or its removal.
- E. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored Products to assure that Products are maintained under specified conditions, and free from damage or deterioration.
- F. Protection after Installation:
 - 1. Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove covering when no longer needed.
- G. The Contractor shall be responsible for all material and supplies sold and delivered to the Owner under this Contract until final inspection of the work and acceptance thereof by the Owner. In the event any such material and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance, the Contractor shall replace same without additional cost to the Owner.
- H. Should the Contractor fail to take proper action on storage and handling of material supplied under this Contract within seven days after written notice to do so has been given, the Owner

retains the right to correct all deficiencies noted in previously transmitted written notice and deduct the cost associated with these corrections from the Contractor's Contract. These costs may be comprised of expenditures of labor, equipment usage, administrative, clerical, engineering and any other costs associated with making the necessary conditions.

1.07 SPECIAL TOOLS

- A. Manufacturers of material shall furnish any special tools required for normal adjustment, operations and maintenance, together with instructions for their use. The Contractor shall preserve and deliver to the Owner these tools and instructions in good order prior to completion of the Contract.

1.08 STORAGE AND HANDLING OF EQUIPMENT ON SITE

- A. Because of the long period allowed for construction, special attention shall be given to the storage and handling of equipment on site. As a minimum, the procedure outlined below shall be followed.
 - 1. Equipment shall not be shipped until approved by the Owner. The intent of this requirement is to reduce on-site storage time prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from the Owner.
 - 2. All equipment having moving parts such as gears, electric motors, etc, and/or instruments shall be stored in a temperature and humidity controlled building approved by the Owner, until such time as the equipment is to be installed.
 - 3. All equipment shall be stored fully lubricated with oil, grease, etc, unless otherwise instructed by the manufacturer.
 - 4. A copy of the manufacturer's storage instructions shall be given to the Owner and shall be carefully studied by the Contractor and reviewed with the Owner by him. These instructions shall be carefully followed and a written record of this kept by the Contractor.
 - 5. Moving parts shall be rotated a minimum of once weekly to insure proper lubrication and to avoid metal-to-metal "welding". Upon installation of the equipment, start the equipment, at least half load, once weekly for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.
 - 6. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. Mechanical equipment to be used in the work, if stored for longer than ninety days, shall have the bearings cleaned, flushed and lubricated prior to testing and startup, at no extra cost to the Owner.
 - 7. Prior to acceptance of the equipment, have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guarantee the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at the Contractor's expense.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
 - 1. Closeout procedures.
 - 2. Final cleaning.
 - 3. Adjusting.
 - 4. Project record documents.

1.02 RELATED WORK

- A. Warranties and Bonds are included in Section 01740.
- B. Additional closeout procedures are included in Sections 00700.

1.03 RECORD DOCUMENTS

- A. Record Documents shall be maintained in accordance with Section 01350.

1.04 CLOSEOUT PROCEDURES

- A. Submit in accordance with Article 14 of the Conditions of the Contract written certification that Contract Documents have been reviewed, work has been inspected and that work is complete in accordance with Contract Documents and ready for Owner's inspection.
- B. Provide submittals to Owner that are required by governing or other authorities.
- C. Submit Application for Final Payment identifying total adjusted Contract Sum, previous payments and sum remaining due.

1.05 SUBSTANTIAL COMPLETION

- A. When the Contractor considers the Work to be Substantially Complete, he shall submit to the Owner:
 - 1. A written notice that the Work, or designated portion thereof, is substantially complete.
 - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, the Owner's Representative will make an inspection to determine the status of completion.

- C. Should the Owner's Representative determine that the Work is not Substantially Complete:
 - 1. The Owner's Representative will notify the Contractor in writing, giving the reasons therefore.
 - 2. Contractor shall remedy the deficiencies in the Work, and send a second written notice of substantial completion to the Owner's Representative.
 - 3. The Owner's Representative will re-inspect the Work.

1.06 FINAL INSPECTION

- A. When Contractor considers the Work is complete, he shall submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been inspected for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents.
 - 4. Work is completed and ready for final inspection.
- B. The Owner's Representative will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should the Owner's Representative consider that the Work is incomplete or defective:
 - 1. The Owner's Representative will promptly notify the Contractor in writing, listing the incomplete or defective work.
 - 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Owner's Representative that the Work is complete.
 - 3. The Owner's Representative will re-inspect the Work.
- D. When the Owner's Representative finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittal.

1.07 REINSPECTION FEES

- A. Should the Owner's Representative perform re-inspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:
 - 1. Owner will compensate the Representative for such additional services.
 - 2. Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.08 CONTRACTOR'S CLOSEOUT SUBMITTALS TO OWNER

- A. Evidence of compliance with requirements of governing authorities.
- B. Project Record Documents.
- C. Warranties and Bonds: In accordance with requirements of the General Conditions and Section 01740.

- D. Evidence of Payment and Release of Liens: To requirements of General and Supplementary Conditions.

1.09 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the Owner.
- B. Statement shall reflect all adjustments to the Contract Sum:
 - 1. The original Contract Sum.
 - 2. Additions and deductions resulting from:
 - a. Previous Change Orders.
 - b. Allowances.
 - c. Unit Prices.
 - d. Deductions for uncorrected Work.
 - e. Deductions for re-inspection payments.
 - f. Other adjustments.
 - 3. Total Contract Sum, as adjusted.
 - 4. Previous payments.
 - 5. Sum remaining due.
- C. Owner's Representative will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.10 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the General Conditions. Costs for re-inspections due to failure of the Work to comply with Contractor's representations of status of completion shall be deducted from amounts due and payable to Contractor.

END OF SECTION

SECTION 01740

WARRANTIES AND BONDS

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers standard warranties on products and special warranties.

1.02 RELATED WORK

- A. Refer to Conditions of Contract for the general requirements relating to warranties and bonds.
- B. General closeout requirements are included in Section 01700 Contract Closeout.
- C. Specific requirements for warranties for the work and products and installations that are specified to be warranted, are included in the individual Sections of Division 1 through 2.

1.03 SUBMITTALS

- A. Submit written warranties to the Owner prior to the date fixed by the Owner for Substantial Completion. If the Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the work, or a designated portion of the work, submit written warranties upon request of the Owner.
- B. When a designated portion of the work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Owner within 15 days of completion of that designated portion of the Work.
- C. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner for approval prior to final execution.
- D. Refer to individual Sections of Divisions 1 through 2 for specific content requirements, and particular requirements for submittal of special warranties.

1.04 WARRANTY REQUIREMENT

- A. Related Damages and Losses: When correcting warranted work that has failed, remove and replace other work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted work.

- B. Reinstatement of Warranty: When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the Owner has benefited from use of the work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
- E. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- F. The Owner reserves the right to refuse to accept work for the project where a special warranty, certification, or similar commitment is required on such work or part of the work, until evidence is presented that entities required to countersign such commitments are willing to do so.
- G. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the work that incorporates the products, nor does it relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.

1.05 DEFINITIONS

- A. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01750

MAINTENANCE OF PLANT OPERATIONS DURING CONSTRUCTION

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

- A. The existing wastewater treatment plant facilities, both process and non-process, will be maintained in continuous operation by the Owner during the entire construction period. Work under the contract shall be so scheduled and conducted by the Contractor such that work will not impede any treatment process, create potential hazards to operation or equipment, reduce the quality of the effluent or cause odor or other nuisance. In performing the work shown as specified, the Contractor shall plan and schedule the work to meet the operating requirements and additional constraints outlined in this Section. Scows, barges and ships bring wastewater and sludge to the PVSC dock on a daily basis. This operation shall not be interrupted by dredging activities. Dredging within the Federal Navigation Channel shall not impede vessel traffic in the channel.
- B. The Contractor has the option of providing additional temporary facilities that can eliminate a constraint, provided it is done without cost to the Authority, and provided that all requirements of these specifications are fulfilled. Work not specifically covered in the following paragraphs may, in general, be done at any time during the contract period, subject to the operating requirements outlined hereinafter. All references to days in this Section are to be construed as consecutive calendar days, and all references to "continuous" in this section are to be construed as uninterrupted until completed.
- C. The intent of this section is to have the Contractor perform the work in such a manner that continuous, uninterrupted treatment and all essential services and facilities are maintained operational throughout the construction period.
- D. The Contractor is hereby advised that he/she shall not shut off or disconnect any operating system of the existing wastewater treatment plant facilities. All equipment shutdowns shall be executed by the Owner.
- E. The descriptions of work herein are complementary and supplementary to the Contract Drawings and Specifications, and do not negate any work required by either, and do not purport to represent every element or detail of work to be performed or every operational or construction constraint which may be required.
- F. All work described herein shall be performed by the Contractor unless otherwise noted.
- G. Any Contractor's activities during the period of 4:15 P.M. to 7:45 A.M. must have prior approval of the Owner.
- H. The costs for all temporary facilities, maintenance of services, and all other work specified in these specifications shall be borne by the Contractor unless specifically stated otherwise. The costs for all the aforementioned work is deemed included in the bid price.

1.02 GENERAL CONSTRAINTS

The following constraints shall be applied to all equipment, treatment units and appurtenant utility systems on the project site.

A. Access to Project Site

An unobstructed traffic route at the entrance must be maintained at all times. Vehicular access to all treatment units and buildings must be maintained at all times. Any work requiring the temporary closing of a road to traffic must be coordinated with the Owner.

B. Vehicular Access

Except as otherwise permitted, vehicular access to all portions of the buildings and utility tunnels must be maintained at all times.

C. Personnel Access

Treatment Plant Personnel must have safe access to all areas remaining in operation throughout the construction period. Construction site and staging areas shall be maintained in a neat and workmanlike condition. This includes but is not limited to rubbish removal, cutting grass and removing weeds on a regular basis, grading to eliminate potholes, ponding, ruts, etc., as well as dust control and proper material and equipment storage.

The Contractor is informed that Plant Personnel utilize the utility tunnels to transport equipment and materials between buildings and that this access should be maintained throughout the construction period.

D. Plant Utility Systems

1. The existing potable and non-potable water systems shall be kept in operation at all times. All connections to the plant potable and non-potable water systems shall be approved by the Owner prior to installation. All potable water system connections shall contain protective devices as required by the Health Department or applicable code.
2. Existing fire hydrants within the plant site shall be operational at all times.
3. Storm drainage on the site shall be operational at all times.
4. Electric power, lighting service and communication systems shall be maintained in uninterrupted operation mode in all areas remaining in operation. Temporary power shall be provided where required.

E. Service Interruptions

1. When a construction task requires a suspension of normal operations of an individual treatment unit or an individual equipment system for a period less than twenty-four (24) continuous hours, the suspension shall be considered a service interruption. For each service interruption, the Contractor shall compile an inventory of the labor and materials required to perform the work, an estimate of the time required and a written description of the steps required to complete the task resulting in a service interruption. The inventory, time estimate and written procedure shall be submitted

to the Owner for review thirty days prior to the start date of the task. If the proposed procedure submitted by the Contractor is acceptable, the Owner shall authorize in writing, the service interruption pending the verification of materials and labor and the final notification specified herein.

2. No service interruption shall be initiated until the Owner verifies the list of materials and labor at the site at least one week prior to the proposed start date. After verification of the list of materials and labor, the Contractor shall notify the Owner of the exact date that he/she wishes to perform the work in writing two normal working days, excluding Saturdays, Sundays and holidays, prior to the proposed date.
3. When the normal operations of a treatment unit are suspended longer than twenty-four hours, then the procedures for a shutdown, specified hereinafter, shall be enforced.

F. Shutdowns

1. Shutdown shall be defined to indicate that the normal operation of a unit has to be suspended or taken out-of-service for more than twenty-four hours in order to perform specified work.
2. For each shutdown the Contractor shall compile an inventory of its labor and materials required to perform the tasks, an estimate of the time required and a written description of the steps required to complete the tasks. The inventory, time estimate and written procedure shall be submitted to the Owner for review thirty (30) calendar days prior to the start date of the shutdown. The Contractor shall also request in writing, from the Owner approval for each shutdown a minimum of fourteen (14) calendar days prior to the proposed initiation date. No shutdown shall be initiated until the list of materials, labor and equipment is verified as on site or in the Contractor's secure storage area at least one week prior to the proposed start date.
3. The work specified herein and any other work required at the request of the Owner, which may interrupt the normal operations, shall be accomplished at such times that will be convenient to the Owner.
4. The Contractor shall also have on hand, located in close proximity to the work area(s), all tools, equipment and materials, both temporary and permanent, necessary to complete each work category, without interruption. Where temporary pumping is required, contractor shall have on hand 100% backup. The Owner must be satisfied that the Contractor has complied with these requirements, to the fullest extent possible, before any shutdowns will be authorized. Once any shutdown is initiated, work shall be continuous until completed.

G. Overtime

Overtime work by the Contractor necessary to conform to these requirements shall be considered as normal procedure under this Contract, and the Contractor shall make no claims for extra compensation as a result thereof. The Contractor shall be prepared to work around the clock and supply multiple work crews as necessary to complete the work including testing and acceptance as specified, within the specified time frame.

H. Load Limits on Access Roads and Plant Facilities

Existing and new underground facilities such as electrical duct banks, pipelines, etc., in, under, and crossing plant roads have been designed for a maximum wheel load in accordance with AASHTO H-20. Contractor shall not exceed this weight limit.

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 pressure that will endanger it. For all construction activities that require a crane, heavy machinery, etc., the Contractor shall submit a safe structural loading analysis on the existing facilities. Review of the analysis is required before any work can proceed. The analysis shall require a Professional Engineer's Certification from the State of New Jersey as part of the submittal to the Owner. Contractor shall take all provisions necessary to distribute concentrated loads due to cranes and heavy machinery.

I. Emergency Repair Crews

In case the Contractor's operations disrupt the treatment process or the minimum operating facilities hereinbefore described, at any time, he/she shall at his/her own expense immediately make all repairs or replacements and do all work necessary to restore the plant to operation to the satisfaction of the Owner.

Such work shall progress continuously to completion on a 24-hour day, seven work-day week basis. The Contractor shall provide the services of emergency repair crews, available on call 24 hours per day.

J. Use of Existing Plant Hoisting Equipment and Tunnel Access Elevators

Use of existing plant hoisting equipment and tunnel access elevators by the Contractor will be permitted at the discretion of the Owner. The Contractor shall inform the Owner of the hoisting equipment and tunnel access elevators the Contractor plans to utilize for approval by the Owner prior to usage. The Contractor shall inspect the hoisting equipment and tunnel access elevators prior to use, report any existing damage to the Owner, and make any necessary repairs as a result of damage caused by the Contractor's use at no additional cost.

1.03 TEMPORARY POWER

- A. All work necessary to provide temporary power for maintaining plant operations as described herein below, or as otherwise required, shall be performed by the Contractor. All temporary power facilities shall be furnished in accordance with applicable codes.
- B. The Contractor shall submit a plan for providing the temporary plant power source and for all temporary facilities to be provided for the Owner's review. The plan shall describe the temporary power installation and identify the type and location of component equipment to be provided.

1.04 SEQUENCE OF CONSTRUCTION AND OPERATION

- A. In order to maintain continuous operation of the existing wastewater treatment plant facilities, a phased removal and construction sequence may be required. The Contractor is advised that

work may be required to be performed in multiple areas simultaneously in order to complete the entire scope of the Contract within the allotted time.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

DIVISION 02

SITE WORK

SECTION 02325

SEDIMENT REMOVAL

PART 1 – GENERAL

1.01 SUMMARY

- A. This section includes the specifications for the maintenance sediment removals of the Passaic Valley Sewerage Commission (PVSC) dock and adjacent Former Witco Parcel related to the removal of the sediments from Newark Bay and placement of the removed sediments at an Upland Disposal Site.
- B. The following defines the terminology used in the specification:
1. Acceptable Use Determination or AUD: An approval issued by the New Jersey Department of Environmental Protection, or similar approval issued by the New York State Department of Environmental Conservation for facilities located within the State of New York, to ensure that removed sediment is managed in a manner consistent with all environmental statutes applicable to the project .
 2. Contract Drawings: The drawings prepared by Paulus, Sokolowski and Sartor, LLC (PS&S) on behalf of the PVSC which identify the locations of sediment removal.
 3. Coordinates: The reference system for sediment removal based on New Jersey State Plane Coordinate System NAVD 88 (1988) and NOAA Battery NY Tide Station.
 4. Debris: Pieces of wood, tree branches, sunken logs, tree roots, wire, rope, tires, scrap steel, pipes, concrete, riprap, rocks, cobbles, bricks, boat moorings, anchors, and other waste material within the river bed that may inhibit excavation operations and therefore require separate removal and management.
 5. Dredged Materials Processing Facility (DMPF): A mechanized facility which receives removed sediment by barge; separates debris from the removed sediments; disposes the debris separated from the removed sediments; dewateres the removed sediments and creates a soil-like material (PDM) that can be beneficially reused at an Upland Site.
 6. Engineer: Paulus, Sokolowski and Sartor, LLC
 7. Estimated Quantity: The in-place volume of sediment, in cubic yards, calculated within the limits of sediment removal as shown on the Contract Drawings.
 8. Limits of Sediment Removal: The grade above which and lateral limits within which all sediments are to be removed. The Limits are defined on the Contract Drawings.
 9. NJDEP Permit: The Waterfront Development Permit Modification Approval for maintenance sediment removal issued to PVSC by the New Jersey Department of Environmental Protection, dated August 2015.
 10. Obstructions: Large material and objects, not listed under debris that hinder passage or operation of the dredge equipment.
 11. Passaic Valley Sewerage Commission or PVSC: An agency of the State of New Jersey who owns and operates New Jersey's largest wastewater treatment plant and an associated sludge processing facility located in Newark, New Jersey. PVSC also owns and operates an 800-foot long receiving platform and bulkhead

at the PVSC's waterfront on Newark Bay. This area, immediately out shore of the bulkhead, serves as a berth area for scows and other vessels servicing the PVSC wastewater treatment plant and sludge processing facility. The PVSC also owns the parcel immediately adjacent to the south of PVSC Facility (Former Witco Parcel) where the waterfront is approximately 700-feet in length. Currently, PVSC uses the Former Witco Parcel berth area to moor smaller boats with shallow draft requirements.

12. Sediment: Clay, silt, sand, gravel, vegetative matter, debris or any material located within the limits of sediment removal.
13. Sediment Removal: The removal of the submerged sediments with marine-based equipment and transport of the sediment to an Upland Disposal site after processing at a DMPF. Debris associated with the sediment may require additional disposal using other means.
14. Sediment Removal Areas: The PVSC dock and adjacent Former Witco Parcel berth areas.
15. USACE Permit: The Section 10/404 approval for maintenance sediment removal issued to PVSC by the U.S. Army Corps of Engineers (USACE) dated December 2015.
16. Upland Disposal Site: A location within the State of New Jersey which is authorized to receive PDM through the issuance of an Acceptable Use Determination (AUD) by the NJDEP.
17. Work Area: The areas where sediment removal is to be performed within Newark Bay as specified on the Contract Drawings.

1.02 WORK INCLUDED

- A. The Contractor shall furnish all labor, materials, tools, equipment and incidentals required for the removal and disposal of all sediments and debris materials encountered through sediment removal within the areas as shown on the Contract Drawings, specified in the Specifications and as specified herein. All sediment removal shall be in accordance with the General Specification, except as specified herein.
- B. The Contractor shall remove sediments in accordance with any methods outlined in the NJDEP and USACE Permits that were issued to Passaic Valley Sewerage Commissions (PVSC). The permits approve maintenance sediment removal along the bulkhead of the PVSC Sludge Loading Facility and the former Witco waterfront parcel.
- C. The Contractor shall take note and be held responsible for all work as described under Special Conditions in the NJDEP and USACE Permits.
- D. The Contract Drawings have been prepared from existing information consisting of drawings and other records. The Contractor is advised that these Contract Drawings may not accurately represent the actual conditions. The Contractor shall verify the existing conditions as indicated in these Specifications.
- E. The unit price bid for sediment removal shall be for furnishing all labor, materials, tools, equipment and incidentals required for the removed sediment and disposal of removed sediments as measured and specified herein.

1.03 SITE INFORMATION

- A. Results of the most recent bathymetric survey are shown on the Contract Drawings. This data may differ from present site conditions and actual conditions at the time of the Work. Water levels change significantly with tide season and weather conditions.

1.04 REFERENCES

- A. 2014 Aqua Survey Sediment Sampling and Analysis Report

1.05 ATTACHMENTS

- A. USACE Section 10/404 Permit (Attachment #1)
- B. NJDEP Waterfront Development Permit (including Coastal Consistency and State Water Quality Certificate) (Attachment #2)
- C. Letter of Authorization for HCIA for Placement of Dredge Material (Attachment #3)

1.06 SUBMITTALS

- A. After notification of intent to award, the Contractor shall submit the following information as part of the overall Sediment Removal Work Plan: working drawings, shop drawings, material specifications, plans and permits/approvals for the approval of the Owner's Representative in accordance with the requirements of the General Conditions. Shop drawings shall include, but not be limited to, the extent and schedule of sediment removal, pre-sediment removal bathymetric survey, post-sediment removal bathymetric survey, volume of in-situ material to be removed calculated by the method set forth in the General Specifications, methods, location of submerged utilities, safety precautions as specified hereinafter. All shop drawings, with exception of the post-sediment removal bathymetric survey, must be approved by the Owner's Representative is required before sediment removal may be started.
- B. Prior to beginning the sediment removal work, the Contractor shall submit to the Owner's Representative for approval a Sediment Removal Work Plan explaining in detail how the Contractor intends to perform the sediment removal work in accordance with the requirements of these Specifications and the NJDEP and USACE Permits, a bathymetric survey showing the current bottom condition, a detailed fathometer and a side scan survey. The written procedure shall also include the proposed safety precautions during sediment removal. No work shall be started without the Owner's approval. The approval to proceed with the work shall not be construed as approval of any method deviating from the requirements of these Specifications and the NJDEP and USACE Permits. The report and plans must be signed and sealed by a New Jersey Licensed Professional Engineer. The Sediment Removal Work Plan shall specify and detail the following:
 - 1. Qualifications and experience of sediment removal personnel.
 - 2. Specifications for sediment removal equipment and monitoring instrumentation.
 - 3. Specifications for proposed sediment removal equipment, including as may be applicable: equipment type, depth and reach capability and accuracy, equipment dimensions.
 - 4. Proposed peak and average sediment removal rates.

5. Anticipated peak and average rates of sediment removal advancement.
6. Proposed cut or bite height relative to sediment thickness.
7. Number, relative location, type, stabilization control design details and catalog cut of the local silt curtains deployed to control sediment re-suspended during sediment removal activities.
8. Proposed method for removed sediment transport.
9. Proposed DMPF selected to receive and process the removed sediments, including its location and distance from the Work Area, method of transportation from the Work Area to the DMPF (including the transporters' name and credentials) and copies of all permits and approvals for the DMPF.
10. Proposed Upland Disposal Site selected to receive processed sediments from the DMPF including its location and distance from the DMPF, method of transportation from the Work Area to the DMPF (including the transporters' name and credentials) and copies of all permits and approvals for the Upland Disposal Site.

C. The Sediment Removal Work Plan shall also include a narrative addressing the following:

1. Proposed sediment removal operations with Layout and Work Zone delineations plotted on a copy of the design drawings, numbered to indicate the anticipated sequence of dredge work within each Work Area, and indicating proposed direction of excavation within each Work Zone
2. General sediment removal approach and means to facilitate work considering anticipated variable water depths and sediment thicknesses
3. Use of specialized services
4. Means to be employed to minimize resuspension of sediment
5. Means to remove debris
6. Means to control and accurately document position of equipment relative to planned sediment removal limits to prevent under- or over-sediment removals
7. Means to minimize effect of wind and waves on sediment removal precision
8. Means to remove sediment adjacent to near shore areas, obstructions, structures, and floating dock
9. Provisions taken to minimize non-productive downtime.

D. The Sediment Removal Work Plan shall be approved by the Owner's Representative prior to commencement of sediment removal.

1.07 PAYMENT

- A. The unit price bid for sediment removal shall include the furnishing of all labor, materials, tools, equipment and incidentals required for the removal and disposal of the removed sediments as measured and specified herein.
- B. Additional sediment removal to remove redeposited materials shall be performed by the Contractor at Contractor's expense without additional costs, charges or extras to the PVSC.
- C. Payment for all work will be at the unit price bid for sediment removal.

1.08 REGULATORY AND PERMIT REQUIREMENTS

- A. The Contractor shall comply with the United States Coast Guard Navigational Law and any Newark Bay regional requirements.
- B. The Contractor shall ensure that construction equipment does not interfere with navigation or adjacent facilities.
- C. Before proceeding with any sediment removal, the Contractor shall obtain all necessary permits required by agencies having jurisdiction, or consents from owners of private property where their interests may be affected by the work.
- D. The Contractor shall remove sediments in accordance with the methods outlined in the NJDEP and USACE Permits. The Contractor shall take note and be held responsible for all work as described under Special Conditions in the NJDEP and USACE Permits.
- E. The Contractor shall comply with the conditions and requirements of the NJDEP and the USACE Permits that prohibit sediment removals between during the period of January 1 and June 30.
- F. The Contractor shall comply with NJDEP water quality regulations.
- G. Bucket hoist speed shall be limited to approximately 2 feet per second. The bucket shall be lifted in a continuous motion through the water column and into the barge.
- H. The bucket will be withdrawn slowly through the water column to minimize suspension of sediments and loss of sediments from the bucket.
- I. The bucket shall be lowered to the level of the barge gunwales prior to the release of load.
- J. All necessary precautions shall be taken to prevent contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate, or any other environmentally deleterious materials associated with the project.
- K. There shall be no unreasonable interference with navigation by the work.
- L. No barge overflow shall be permitted as prescribed by the State Water Quality Certification.
- M. Discharge of removed sediments from the receiving barge may only be conducted at the disposal location during the day-light hours.
- N. Monitoring of the waters surrounding the receiving barge shall occur during discharge of excess water to detect any visible plume of suspended sediments in the water column.
- O. Discharge of excess water from the receiving barge must cease if a visible plume is observed during discharge, and an additional 24-hour settling period shall be observed prior to resuming any discharge

1.09 DISPOSAL FACILITY REQUIREMENTS

- A. The Contractor may select any DMPF to process the removed sediments which has received all required permits and approvals to allow for the lawful processing of the removed sediments from the Work Area.
- B. All removed sediments shall be transported by the Contractor to a DMPF or to a Contractor selected alternate DMPF for processing prior to disposal. The Alternate DMPF shall meet all Regulatory Requirements and permitted to received sediments from dredge area. Water transportation shall be performed in adherence to United States Coast Guard procedures applicable to the areas of transportation. Land transportation, if used, shall comply with NJ Department of Transportation and U.S. Department of Transportation rules and requirements. The Contractor shall be fully responsible for compliance with all other applicable local, county, state and federal laws, regulations and procedures regarding water transportation of sediments. ANY SPILLAGE during transportation shall be the responsibility of the Contractor and must be promptly cleaned up. PVSC shall be promptly notified of any spillage by the Contractor.
- C. After processing at a DMPF, the Contractor shall dispose the removed sediments at an Upland Disposal Site. The PVSC has acquired the approval of the Hudson County Improvement Authority for the use of the Koppers Seaboard Site as an Upland Disposal Site. However, the Contractor may select any Upland Site for disposal which has received an NJDEP AUD and has also received all other required permits and approvals to allow for the lawful disposal of the removed sediments from the Work Area. All cost for disposal and/or Contractor selected disposal shall be borne by the Contractor.
- D. The Contractor shall document the time/date, volume and site location of all sediments processed at a DMPF and disposed at an Upland Disposal Site. Manifests, weigh tickets, volume measurements or other methods approved by the Owner shall be used. Disposal documentation shall demonstrate that the total volume of removed sediments was properly disposed. Copies of the Contractor's disposal documentation shall be provided with Contractor's monthly invoices.
- E. The Contractor shall adhere to the disposal requirements of the selected Upland Disposal Site.
- F. Discharge of removed sediments from the receiving barge may be conducted at the DMPF during the day-light hours.

PART 2 – PRODUCTS

2.01 SEDIMENT REMOVAL

- A. All products to be furnished and used for sediment removal shall be intended for use in a marine environment and shall be intended to survive waves, currents and boat wakes known to be present in Newark Bay.
- B. A standard grab dredge with a closed clamshell environmental bucket mounted on a barge shall be used for this Contract, unless otherwise specified by the NJDEP and USACE Permits.

- C. The environmental bucket shall be constructed with sealing gaskets or overlapping sealed design at the jaws.
- D. Seals or flaps are to be positioned at vent openings of the environmental bucket to minimize the loss of material during transport through the water column and into the barge.
- E. Seals or flaps designed and/or installed at the jaws and locations of vent openings of the environmental bucket must tightly cover these openings while the bucket is lifted through the water column and into the barge.
- F. Drawings and performance specifications of the environmental bucket must be provided to the Owner's Representative 15 days prior to the anticipated start date of sediment removal.
- G. All scows, barges, and pipelines shall be kept in good condition, the coatings kept repaired, and the pockets provided with proper doors or appliances to prevent leakage of material.
- H. Pipelines for hydraulic machines shall be kept in good condition at all times, and all leaks or breaks along their length shall be promptly and properly repaired. Any hydraulic fluid that is lost from the pipeline due to leaks and breaks shall be remediated by the Contractor at no cost to PVSC.

2.02 SCOW

- A. Scow hull may have bottom dumping capabilities.
- B. A minimum of 18 inches of freeboard shall be available on a fully loaded scow.

2.03 SILT CURTAINS

- A. The Contractor shall use silt curtains intended to survive waves, currents and boat wakes known to be present in Newark Bay.
- B. Silt curtains must be deployed, installed and maintained to enclose the areas around the receiving barge(s) and the sediment removal area during the sediment removal operations.
- C. Silt curtains are to be configured according to tide directions to minimize dispersal of re-suspended sediments.
- D. Silt curtains must be properly anchored and maintained to minimize the transport of re-suspended sediments beyond the sediment removal site.
- E. Silt curtains shall be inspected daily to ensure proper alignment and function.
- F. Should repairs or reconfiguration of the silt curtains be necessary, sediment removal and barge loading operations must cease until repairs/reconfiguration are completed.

- G. Silt curtains must remain in place for at least two hours after discharge of excess water from the receiving barge has ceased to allow for the settling of re-suspended sediments.
- H. Silt curtains shall be removed after the sediment removal operations and discharge of excess water has been completed.

2.04 OFFLOADING AT DMPF

- A. The Contractor shall adhere to the receiving requirements of the Contractor's selected DMPF.
- B. A crane equipped with a clamshell bucket may be required at the DMPF to transfer removed sediments. Any other equipment required to transfer removed sediments at the DMPF shall be provided by the Contractor.
- C. SPILL PROTECTION MEASURES SHALL BE INSTALLED BETWEEN THE WORK SCOW AND THE DOCK AT THE DMPF TO DIVERT ANY SPILLED MATERIAL TO THE SCOW. THE SPILL PROTECTION MEASURES SHALL BE MAINTAINED TO ENSURE PROPER FUNCTION, TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE.

2.05 SUPPORT FOR INSPECTIONS

- A. The Contractor will be required, without additional compensation to furnish the PVSC the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the sediment removal area as may be reasonably necessary in inspecting the work and for making the necessary surveys.
- B. The Contractor will be required, without additional compensation to provide promptly, when required, suitable transportation for PVSC and inspectors between the sediment removal area, DMPF and Upland Disposal Site.

2.06 LIGHTS

- A. The Contractor shall keep proper lights between sunset and sunrise upon all floating plants and pipelines connected with the work; upon all ranges and other marks where necessary; and upon all buoys of such size and in such locations as to endanger or obstruct navigation, and the Contractor shall be responsible for all damages resulting from any neglect or failure in this respect.
- B. When work is in progress at night, the Contractor shall maintain from sunset to sunrise such lights on or about his plant as may be necessary for the proper observation of the sediment removal operations.

2.07 RANGES, GAGES AND LINES

- A. The Contractor shall furnish, set, and maintain in good order all ranges, buoys, and other markers necessary to define the work and to facilitate inspection. The Contractor shall also establish and maintain gages in locations observable from any part of the work in order that the proper depth may at all times be determined.

- B. The Contractor may be required to suspend sediment removal at any time when the gages or ranges cannot be seen or properly followed.

PART 3 – EXECUTION

3.01 TESTING AND DISPOSAL

- A. The Contractor shall perform all necessary testing for disposal of removed sediments, in accordance with the NJDEP and USACE Permits. If additional sediment testing and analysis is required by the Upland Disposal Site and/or the regulatory agency having jurisdiction over the Upland Disposal Site, the Contractor shall conduct the required testing at no additional expense to PVSC.
- B. All laboratory analyses of removed sediments shall be performed at an NJDEP-certified laboratory. NJDEP Laboratory Certifications shall be provided to the Owner for approval.
- C. On-site dewatering of the removed sediments will not be permitted as part of this work. Contractor shall transport the removed sediments to a DMPF and then to an approved Upland Disposal Site for placement.

3.02 EXTENT OF SEDIMENT REMOVAL

- A. The actual bottom after sediment removal shall not be higher than the sediment line elevation indicated on the Contract Drawings. Care shall be taken by the Contractor to avoid excess sediment removal. Sediment removal shall not be completed to an elevation in excess of two feet below or one foot above the sediment removal line elevation shown on the Contract Drawing cross sections.
- B. The limit of sediment removals shown on the Contract Drawings is the pay line and indicates the extent of work to be performed by the Contractor. The Contractor shall furnish and install any temporary side slope supports, bracing, and sheet piling required performing the sediment removal and excavation to the levels and surfaces indicated at no additional cost to PVSC.

3.03 SAFETY OF STRUCTURES

- A. It is the responsibility of the Contractor to identify all utilities. Results of a submerged utility survey shall be submitted to the Owner for approval. The Contractor shall protect all utilities identified during the performance of the work. The Contractor shall repair damages to utilities at no additional expense to PVSC.
- B. The Contractor shall use reasonable and proper care in the prosecution of this work to prevent damage to and assure the stability of existing guide piles, trestle piles, dolphins, drainage outlet structures, rip-rap slope protection, and other structures lying or adjacent to the Work Area insofar as they may be jeopardized by the sediment removal operations and the moving or mooring of the equipment. The Contractor shall repair all damage resulting from his operations.
- C. In performance of this work, the Contractor shall provide protection of adjacent areas and existing structures.

- D. Use of explosives will not be permitted.

3.04 OVERFLOW FROM BARGES

- A. Sediments accumulated on the sides of the gunwales of the scow shall not be rinsed off. Accumulated sediments shall be collected and disposed of with the removed sediments.
- B. There shall be no barge overflow.

3.05 JOINT SURVEY AND SOUNDING WORK

- A. Prior to commencement of sediment removal, a pre-sediment removal bathymetric survey shall be prepared showing the current bottom condition, a detailed fathometer and a side scan survey. This survey shall identify areas where sediment will be removed and all nearby physical features including subsurface obstructions and potential utilities, bulkheads, outfalls and mooring dolphins. The pre-sediment removal survey shall be dated and completed not more than 1 month prior to sediment removal.
- B. The Contractor will perform a post-sediment removal sounding survey to confirm that the sediment was adequately removed within the limits shown on the Contract Drawings. This survey shall identify areas where sediment was removed and all nearby physical features including subsurface obstructions and potential utilities, bulkheads, outfalls and mooring dolphins.
- C. A separate payment will be made for surveys and sounding work, including reports.
- D. Sounding and surveys shall be made at a minimum of 15 foot centers within the sediment removal area and for a distance of 50 feet extending beyond the sediment removal limits shown on the Contract Drawings. Sounding and surveys shall be made along the same grid pattern prior to and after sediment removal and shall represent the basis for computation of quantities for payment. No sediment removal below the pay line will be included in the computation of quantities for payment, unless such sediment removal was required by the Owner.
- E. All survey and sounding work necessary to determine limits, existing surface elevations, and dredge elevations to be measured shall be performed by the Contractor in the presence of PVSC. A copy of all field notes and calculations shall be made available to PVSC during the progress of this work. The Contractor shall be required, without additional compensation, to furnish on request by PVSC, the use of all instruments, rodmen, boat, boatmen, and other materials forming a part of the ordinary and usual equipment and survey party.
- F. Surveys and soundings shall be performed by an ACSM certified hydrographer.
- G. Underwater sounding shall be made either through the use of a sounding line and a 12 inch diameter three pound disk or through the use of recording echo-sounding equipment such as an Inner-Space Model 448 Thermal Depth Sounder Recorder, or approved equal. If the latter alternative is used, the Contractor shall submit data showing the correlation between the two methods.

- H. All elevations shall be to the nearest tenth of a foot (0.10 foot) and shall be referenced to Mean High Water based on the nearest NOAA Tidal Benchmark. A correlation shall be provided relating the tidal benchmark to the NAVD 88.

3.06 MATERIALS TO BE REMOVED

- A. Hard material is defined as material requiring the use of special equipment for its removal and includes boulders, construction debris or any fragments or items too large to be removed in one piece by the dredge. Should the Owner's Representative direct in writing that hard material encountered be removed, the work shall be done and an adjustment in the Contract price or time for completion, or both, will be made in the manner provided in the Contract. Should the removal of hard material be directed, blasting will not be permitted.

3.07 QUANTITY OF MATERIAL

- A. The total estimated quantity of material to be removed within the specified limits, including side slopes and exclusive of over-depths is indicated on the Contract Drawings as an in-place measurement. The estimated quantity, for purposes of bidding and of application of the variations in estimated quantities provisions of the General Conditions. The quantities listed are estimates only. The Contractor will be required to complete the work specified herein whether the quantities involved are greater or less than those estimated.

3.08 SIDE SLOPES

- A. Sediment removal on side slopes shall follow as closely as practicable the lines indicated or specified. No allowance will be made for excess sediment removal on side slopes, except as provided hereinafter. The amount of material excavated from side slopes will be computed from cross-sectional area which projects within the indicated slope. When the cross-sectional area of unexcavated material which projects within the indicated slope is greater than that immediately below which has been removed from outside the indicated slope, PVSC may either order the excess material to be removed or may accept the work and include for payment the material removed from outside the indicated slope.

3.09 ORDER OF WORK

- A. The Contractor will submit to PVSC for approval the precise order of work. PVSC reserves the right to change at any time the order of work, if deemed necessary, due to unforeseen circumstances which may arise during construction operations.

3.10 INTERFERENCE WITH NAVIGATION

- A. The Contractor shall conduct his operations so as to interfere as little as possible with the use of channels and passages. Should it become necessary to shift or move sediment removal equipment or to interrupt sediment removal operations to accommodate the movements of vessels and floating equipment, the shifting, moving and or interruptions shall be done when directed by PVSC without additional compensation to the Contractor.

3.11 MISPLACED MATERIAL

- A. Should the Contractor during the progress of the work, lose, dump, throw overboard, sink or misplace any material, plant machinery, or appliance, which in the opinion of PVSC, may be dangerous to or obstruct navigation or may be otherwise objectionable, the Contractor shall recover and remove them with utmost dispatch.
- B. The Contractor shall give immediate notice, with description and location of such obstruction, to PVSC; and when required, shall mark or buoy such obstructions until they are removed. Should he refuse, neglect, or delay compliance with this requirement, such obstructions may be removed by PVSC and the costs of such removals may be deducted from any money due or to become due the Contractor or it may be recovered under his bond.
- C. The liability of the Contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899.

3.12 ANCHORAGE

- A. All barges shall be securely anchored in navigable waters and shall remain in floating condition in accordance with the rules and regulations of the United States Coast Guard.

3.13 METHOD OF COMMUNICATION

- A. The Contractor shall provide a system of communication between the Contractor's sediment removal crew and the PVSC Representative. The primary means shall be by portable two-way radio with backup radios or cellular telephones provided by the Contractor.

3.14 REMOVAL OF MATERIAL

- A. Upon completion of the work, the Contractor shall promptly remove his barge, including ranges, buoys, piles, and other markers or obstructions placed by him or for him under the Contract in navigable water or on shore.

3.15 METHOD OF MEASUREMENT

- A. The material removed will be measured by the cubic yard of sediment in place, based on soundings and instrument surveys before and after sediment removal of each acceptance area. The Contract Drawings are believed to represent existing conditions, which the Contractor shall verify prior to commencement of sediment removal.
- B. Any area surveyed or sounded more than 30 days prior to beginning sediment removal in the respective area will be re-surveyed or re-sounded when requested by PVSC and at no cost to PVSC. All survey and sounding measurements shall be made to an accuracy of one-tenth of a foot. Conventional survey methods to measure existing exposed surfaces above tide will be permitted.

- C. The method of taking soundings in the submerged area shall be compatible with the measurement accuracy specified herein and shall be submitted to PVSC for approval prior to beginning sounding work.

3.16 VOLUME CALCULATIONS

- A. The Contractor shall make volume calculations based on the end-area method. Cross sections for end-area method shall be taken at not more than 15-foot intervals and at lesser intervals, as required, for the variations in contours. Cross sections taken for any one volume shall be parallel unless otherwise agreed to and approved by PVSC. The Contractor may request that intervals between cross sections taken for calculations be adjusted for variations in contour subject to approval by PVSC.
- B. The volume in cubic yards of materials removed and disposed of in accordance with this Specification shall be determined from the differences between the elevations of the bottom immediately prior to sediment removal and the required sediment removal depths within the Work Areas.

3.17 ACCEPTANCE AREA

- A. Surface measurement of each acceptance area requested by the Contractor for payment shall be based upon in place volume of sediments removed and disposed.

3.18 WEEKLY ESTIMATES

- A. Weekly estimates of work done will be based on the result of measurements taken in acceptance area or areas during the progress of the work. Deductions will be made for sediment removal and disposal not in accordance with the Specifications.

3.19 FINAL EXAMINATION AND ACCEPTANCE

- A. Within thirty (30) days after project completion, when directed by PVSC, the Contractor shall submit to PVSC, a survey showing the new bathymetry of the Work Area and immediate surroundings. PVSC will be notified when soundings are to be made. When sections are found to be in a satisfactory condition, the work therein will be accepted.

END OF SECTION

ATTACHMENTS

ATTATCHMENT NO. 1

USACE SECTION 10/404 PERMIT



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

Regulatory Branch

FEB 16 2016

SUBJECT: Permit Application Number NAN-2015-00560-EBO
by The Passaic Valley Sewerage Commission

The Passaic Valley Sewerage Commission
Attn: Mr. Gregory A. Tramontozzi
400 Wilson Avenue
Newark, NJ 07105

Dear Mr. Tramontozzi:

Enclosed is a Department of the Army permit for your work.

You are required to submit to this office the dates of commencement and completion of your work. Enclosed are two forms for you to use to submit the required dates.

If for any reason, a change in your plans or construction methods is found necessary, please contact us immediately to discuss modification of your permit. Any changes must be approved before they are undertaken.

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>

Sincerely,

A handwritten signature in black ink, reading "Stephan A. Ryba", is positioned above the typed name.

Stephan A. Ryba
Chief, Regulatory Branch

Enclosures

DEPARTMENT OF THE ARMY PERMIT

Permittee: The Passaic Valley Sewerage Commission (PVSC)
400 Wilson Avenue
Newark, NJ 07105
(973) 817-5991

Permit Number: NAN-2015-00560

Permit Date: FEB 16 2016

Issuing Office: US Army Corps of Engineers, New York District

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: Dredge, with 10-year maintenance, approximately 14,000-cubic yards of material via environmental closed-bucket clamshell dredge to a depth of 25-feet below the plane of Mean Low Water (MLW) with placement at an existing, upland disposal facility. The 14,000-cubic yard total dredge volume is comprised of 8,000 cubic yards from the Passaic Valley Sewerage Commission's sludge processing berth and 6,000 cubic yards from the adjacent Former Witco Parcel.

All work shall be performed in accordance with the attached dated permit drawings, Special Conditions (A) through (F) below, and the State of New Jersey Department of Environmental Protection-issued Waterfront Development Permit and accompanying Acceptable Use Determination Permit Number 0714-09-0004.1/WFD150001 MOD, dated 26 August 2015, which are all hereby made part of this permit.

Project Location:

IN: Passaic River and Newark Bay

AT: 400 Wilson Avenue, City of Newark, Essex County, New Jersey

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on **FEB 16 2026**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in

PERMITTEE: The Passaic Valley Sewerage Commission
PERMIT NUMBER: NAN-2015-00560

conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

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) No dredging or other in-water work may be undertaken between January 01 and June 30 of any calendar year to minimize potential adverse effects to early life stages and habitat of aquatic species that may be present in the work area.
- (C) The permittee shall make efforts to minimize turbidity to the greatest extent possible during all in-water work activities.
- (D) The permittee shall submit the following information to the First Coast Guard District via email to LNM@uscg.mil or fax to (617) 223-8291 a minimum of fourteen (14) days before commencement of work: date of submission; name, phone number, and email address of project point of contact; company name; type of work; waterway and

PERMITTEE: The Passaic Valley Sewerage Commission
PERMIT NUMBER: NAN-2015-00560

location where work will take place; latitude and longitude of work area in degrees, minutes, and thousandths of seconds; work commencement and completion dates; hours of operation; equipment on scene; passing arrangements as to not impede navigation; VHF radio channel monitored; disposal site (if used); and NOAA Chart Number for the area.

- (E) The permittee and their representatives shall move all dredging equipment on demand to allow commercial vessels to transit the area being dredged.
- (F) The permittee shall provide a post-dredge bathymetric survey of the permit area to US Army Corps of Engineers - New York District, ATTN: Regulatory Branch, Room 1937, 26 Federal Plaza, New York, NY 10278-0090.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

- (x) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S. Code 403).
- () Section 404 of the Clean Water Act (33 U.S. Code 1344).

2. Limits of this authorization:

- a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.
- d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability: in issuing this permit, the Federal Government does not assume any liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been

PERMITTEE: The Passaic Valley Sewerage Commission
PERMIT NUMBER: NAN-2015-00560

false, incomplete, or inaccurate (See 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for a time extension.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

Gregory A. Tramontozzi
(PERMITTEE)
The Passaic Valley Sewerage Commission
Gregory A. Tramontozzi
Executive Director

12/22/15

(DATE)

TERRI-ANNE CROTTY

ID # 2389114

NOTARY PUBLIC

STATE OF NEW JERSEY

My Commission Expires September 1, 2019

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

Stephen A. Ryba
For and in behalf of

FEB 16 2016

(DATE)

David A. Caldwell
Colonel, US Army
Commander

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below. A copy of the permit signed by the transferee should be sent to this office.

(TRANSFEREE)

(DATE)

TECHNICAL DRAWINGS FOR THIS PROJECT ARE NOT REPRINTED HERE
DUE TO SIZE

ATTATCHMENT NO. 2

**NJDEP
Waterfront Development Permit
(including Coastal Consistency and State Water Quality Certificate)**



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF DREDGING AND SEDIMENT TECHNOLOGY
P.O. BOX 420 MAIL CODE 401-06C
TRENTON, NEW JERSEY 08625
(609) 633-6801

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

RECEIVED
SEP 10 2015
Paulus, Sokolowski & Sartor

August 26, 2015

John T. Bolan, P.E.
Paulus, Sokolowski, & Sartor, LLC
67B Mountain Blvd. Ext.
Warren, NJ 07059

RE: Major Modification of Waterfront Development Permit – IP Inwater & Acceptable Use Determination
Permit No(s): 0714-09-0004.1 WFD150001 MOD
Project: Dredging in Newark Bay for PVSC Facility & Former Witco Parcel
City of Newark, Essex County

Dear Mr. Bolan:

This letter is forwarded in response to a request, received May 22, 2015, to modify the Waterfront Development Permit and accompanying Acceptable Use Determination for the above referenced facility. The original permit, issued November 25, 2009, authorized maintenance dredging at the PVSC Sludge Loading Dock Facility to a maximum depth of -25' MLW, and new dredging at the adjacent former Witco Parcel to a maximum depth of -25' MLW. Material from these berths was placed at the Newark Bay Confined Disposal Facility.

The 5/22/2015 modification seeks to perform maintenance dredging at both the PVSC Sludge Loading Dock Facility and former Witco Parcel, to a depth of -23' MLW + 2' of overdredge, with a total of 14,000 cubic yards of sediment being removed. The material is proposed to be placed at the Koppers Seaboard Site, in Kearny, NJ.

The Department has reviewed the information presented in the modification application, and the analytical results provided for the material for this project. The Waterfront Development Permit – IP Inwater and Acceptable Use Determination is hereby modified and is subject to the following conditions:

Permit Page:

Description of Authorized Activities and Limit of Disturbance:

At the PVSC Sludge Loading Dock Facility:

Perform maintenance dredging in the amount of 8,000 cubic yards of sediment to a depth of 23' mean low water (MLW) plus 2' of overdredge for a maximum allowable depth of 25' MLW.

At the former Witco Parcel:

Perform maintenance dredging in the amount of 6,000 cubic yards of sediment to a depth of 23' MLW plus 2' of overdredge for a maximum allowable depth of 25' MLW.

The 14,000 cubic yards of material from the above berths will be placed at the Koppers Seaboard Site, in Kearny, NJ.

Approved Plans:

The drawing(s) hereby approved consist of three sheets entitled:

“SLUDGE HANDLING DOCK FACILITY, CITY OF NEWARK, ESSEX COUNTY, NEW JERSEY,” signed by Mark Herrmann

- a. “FIGURE 2A: DREDGING VOLUMES PVSC FACILITY,” sheet 2 of 6, dated 03/21/2014, last revised 06/26/2015
- b. “FIGURE 2B: DREDGING VOLUMES WITCO FACILITY,” sheet 3 of 6, dated 03/21/2014, last revised 06/26/2015
- c. “FIGURE 2C: PROFILE VIEW WITCO FACILITY AND PVSC FACILITY,” sheet 4 of 6, dated 06/26/2015

Acceptable Use Determination:

1. The 14,000 cubic yards of non-HARS suitable material this project shall be processed using a minimum of 8% Portland cement at the designated processing facility consistent with the testing of the material as required by the upland placement site.
2. The PDM is conditionally acceptable for placement at the following upland placement site:

Koppers Seaboard Site

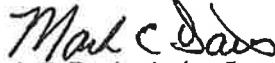
The material shall be placed at the site consistent with the Remedial Action Workplan (RAWP) approval issued August 10, 2007 and any amendments thereto. The 2007 RAWP authorized up to 550,000 cy of PDM for use as subgrade and cap material. Prior to accepting any additional PDM beyond this volume, HCIA, or its designated LSRP, shall submit a RAWP amendment in accordance with the applicable Site Remediation Regulations.

The designated contractor shall comply with all conditions specified in the Flood Hazard Area Individual Permit, Freshwater Wetlands Statewide General Permit #4, In-Water Waterfront Development Permit, and Water Quality Certificate issued March 17, 2008 and any amendments thereto (DEP File # 0907-08-0001.1 FHA 080001, FWW080001, WFD080001, CDT0800001).

3. The permittee and its designated contractor shall comply with all conditions imposed in the July 22, 2015, letter of acceptance from Hudson County Improvement Authority.
4. The identified processing facility for the non-HARS suitable material shall comply with all conditions imposed in the WFD/AUD and any subsequent modifications or renewals thereto for the dredged material processing facility.
5. 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.
6. If the permittee elects to dispose/use the dredged material from this project at an alternate location, written authorization must be obtained from the Office of Dredging and Sediment Technology prior to the transport of any dredged material to said alternate disposal location. Any alternate disposal/use location must obtain all required state, local and federal permits before the Office would grant a modification of this permit to transport dredged material to the alternate location.

All other conditions of the original permit remain in full force and effect. If you have any questions regarding this letter, please feel free to contact Gary Nickerson of my staff at Gary.Nickerson@dep.nj.gov or (609) 292-3304.

Sincerely,



Mark C. Davis, Acting Supervisor
Office of Dredging and Sediment Technology
Site Remediation Program

C: City of Newark Municipal Clerk
Bureau of Coastal & Land Use Enforcement – Trenton
New York Army Corps of Engineers – Jodi M. McDonald



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

CENAN-OP-R

IMPORTANT

This letter must be completed and mailed to the Regulatory Branch at the above address prior to commencement of any work authorized under the permit.

Permittee: The Passaic Valley Sewerage Commission Permit No. NAN-2015-00560

Date Permit Issued: **FEB 16 2016** Expiration Date: **FEB 16 2026**

Waterway: Passaic Valley and Newark Bay

Work Location: 400 Wilson Avenue, City of Newark, Essex County, New Jersey

Work will commence on or about: _____
Name, Address & Telephone Number of Contractor:

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



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

CENAN-OP-R

IMPORTANT

This letter must be completed and mailed to the Regulatory Branch at the above address following completion or cancellation of work authorized under the permit.

Permittee: The Passaic Valley Sewerage Commission Permit No. NAN-2015-00560
Date Permit Issued: FEB 16 2016 Expiration Date: FEB 16 2026
Waterway: Passaic River and Newark Bay
Work Location: 400 Wilson Avenue, City of Newark, Essex County, New Jersey

Check and complete applicable item(s) listed below:

- ☐ Work was completed on _____
☐ Work will not be performed on the project.
☐ Deviation from work authorized in permit is explained below.
☐ Other (explain) _____

☐ For dredging projects, list the volume of material dredged, and the amount placed at each disposal location (if more than one).

_____ cubic yards placed at _____
_____ cubic yards placed at _____
_____ cubic yards placed at _____

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

ATTATCHMENT NO. 3

Letter from HCIA to Place Dredged Material



Commissioners

Frank Pestana, Chairman
James P. Doran, Ed.D., Vice-Chairman
Stephen J. Gallo, Treasurer
Frank Lorenzo, Secretary
Fred M. Bado
Oren K. Dabney, Sr.
Nicholas Goldsack
Martin T. Martinetti
John A. Peneda

Thomas A. DeGise
County Executive

Chief Executive Officer
Norman M. Guerra

Executive Director/CFO
Kurt A. Cherry

General Counsel
William J. Netchert, Esq.

July 22, 2015

Bridget McKenna, Chief Operating Officer
Passaic Valley Sewerage Commission
600 Wilson Avenue
Newark, New Jersey 07105

**Re: Placement of Amended Dredging Materials from the Passaic Valley
Sewerage Commission dock areas, Newark, New Jersey at the
Koppers Seaboard Site, Kearny, NJ**



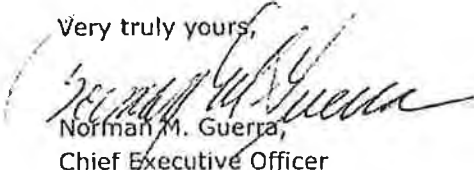
Dear Ms. McKenna:

I am writing in response to the request in your letter dated June 30, 2015. The Hudson County Improvement Authority (the HCIA) is certainly willing to assist the Passaic Valley Sewerage Commission (PVSC) with its post-Sandy recovery efforts in any way possible.

Please be advised that consistent with the analysis provided by PVSC and in reliance on the representations in your letter, the HCIA will accept for placement at the Koppers Seaboard Site in Kearny, New Jersey as part of the LSRP-approved Remedial Action Work Plan Addenda (RAWPA) the approximately 14,000CY of PDM to be created from your post-Sandy dredging.

If you have any additional questions, or wish to coordinate our participation going forward, please do not hesitate to contact me at (201) 324-6222 ext 3221.

Very truly yours,


Norman M. Guerra,
Chief Executive Officer

NMG/er

cc: Michael O'Connor, Esq., Planning & Energy, HCIA
William J. Netchert, General Counsel, HCIA
John Bolan, P.E., PS&S

REFERENCE

REFERENCE

**Aqua Survey Inc. Report on Testing and Sampling of Sediment
At PVSC**

Dated October 31, 2014

**Volume No.1 – Technical Report on the sampling and testing of Sediment from
PVSC – Wastewater Treatment plant and Sludge Processing
Facility and Witco Parcel, City of Newark, Essex County.**

**Volume No.2 – Eurofins Lancaster Laboratories Chemical Analysis of Bulk
Sediment, SPLS Leachates and Field Blank**

**Volume No.3 – Cape Fear Analytical Chemical Analysis of Bulk Sediment, SPLS
Leachates and Field Blank**